

**LINWOOD COMMON COUNCIL**  
**CAUCUS AGENDA**  
**August 10, 2022**  
**6:00 P.M.**

**NOTICE OF THIS MEETING HAS BEEN PUBLISHED  
IN ACCORDANCE WITH THE REQUIREMENTS OF  
THE OPEN PUBLIC MEETINGS ACT.**

1. Roll Call  
Mayor Matik \_\_\_      Mrs. Albright \_\_\_\_\_      Mrs. Byrnes \_\_\_\_\_  
Mrs. DeDomenicis \_\_\_\_\_      Mr. Ford \_\_\_\_\_      Mr. Levinson \_\_\_\_\_  
Mr. Michael \_\_\_\_\_      Mr. Paolone \_\_\_\_\_  
  
Professionals:      Mr. Youngblood \_\_\_\_\_      Mr. Polistina \_\_\_\_\_      Mrs. Napoli \_\_\_\_\_
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
  - A. Eagle Scout Proclamations
4. Councilwoman Albright
  - A. Planning, Engineering, & Development
    1. Ordinance for abandonment of nonconforming uses – first reading
    2. Resolution to install a street light on West Vernon Avenue
5. Councilwoman Byrnes
  - A. Neighborhood Services
    1. Resolution to establish a Dedication By Rider for Board of Recreation fees
    2. Recreation Board
6. Councilwoman DeDomenicis
  - A. Public Works
7. Councilman Ford
  - A. Planning, Engineering, & Development
    1. Resolution waiving a Construction Permit fee for an Eagle Scout Project
    2. Resolution awarding a Contract to American Pipe Cleaning for the 2022 Video Inspection & Main Cleaning
    3. Resolution awarding a Contract to Arawak Paving Co for resurfacing of Franklin Blvd
8. Councilman Levinson
  - A. Revenue & Finance
    1. Resolution authorizing Services Agreement with Empower Retirement, LLC
9. Councilman Michael
  - A. Public Safety
    1. Class III Officers for Linwood Schools
    2. Resolution authorizing submission of an American Rescue Plan Firefighter grant application to the State Department of Community Affairs
    3. Resolution authorizing the renewal of a Shared Services Agreement with MRHS for the Class III Officer
10. Council President Paolone
  - A. Administration
    1. Resolutions authorizing Raffle Licenses to Our Lady of Sorrows and Mainland Football Boosters
11. Solicitor's Report

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
August 10, 2022**

**CALL TO ORDER**

**NOTICE OF THIS MEETING HAS BEEN  
PUBLISHED IN ACCORDANCE WITH THE  
REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT.**

**FLAG SALUTE:** Councilwoman Stacy DeDomenicis

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**PRESENTATION**

Proclamations for Eagle Scouts James Wurzer and John Wurzer

**ORDINANCES**

**11 OF 2022** AN ORDINANCE AMENDING CHAPTER 277 ZONING, ARTICLE X, USES AND SUPPLEMENTAL STANDARDS, SECTION 277-38, NONCONFORMING USES, STRUCTURES AND LOTS, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

**RESOLUTIONS WITHIN CONSENT AGENDA**

All matters listed under item, **Consent** Agenda, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

- 127-2022** A Resolution authorizing submission of an American Rescue Plan Firefighter Grant application to the New Jersey Department of Community Affairs
- 128-2022** A Resolution authorizing a Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Mainland Regional High School Board of Education for the provision of Class III Special Law Enforcement Officer
- 129-2022** A Resolution requesting for the Dedication By Rider for Recreation Trust – Fee Programs required by N.J.S.A. 40:48-2.56
- 130-2022** A Resolution waiving a Construction Permit Fee for an Eagle Scout project
- 131-2022** A Resolution authorizing the issuance of a Raffle License, #2022-13, to Our Lady of Sorrows Church
- 132-2022** A Resolution authorizing the issuance of a Raffle License, #2022-14, to Our Lady of Sorrows Church
- 133-2022** A Resolution authorizing the issuance of a Raffle License, #2022-15, to Mainland Regional Football Boosters Inc.
- 134-2022** A Resolution requesting Atlantic City Electric to install a streetlight on West Vernon Avenue in the City of Linwood
- 135-2022** A Resolution awarding the Contract to American Pipe Cleaning for the 2022 Video Inspection & Main Cleaning, Contract No. 39
- 136-2022** A Resolution awarding the Contract to Arawak Paving Co., Inc. for the Resurfacing of Franklin Boulevard, Contract No. 38
- 137-2022** A Resolution authorizing a Service Agreement with Empower Retirement, LLC

**APPROVAL OF BILL LIST: \$**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

ORDINANCE NO. 11, 2022

AN ORDINANCE AMENDING CHAPTER 277 ZONING, ARTICLE X, USES AND SUPPLEMENTAL STANDARDS, SECTION 277-38, NONCONFORMING USES, STRUCTURES AND LOTS, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

BE IT ORDAINED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey as follows:

SECTION 1: Chapter 277, Article X, Uses and Supplemental Standards, Section 277-38, Nonconforming uses, structures and lots is hereby amended to add the following section:

G. Abandonment of nonconforming uses; in the event that there shall be an abandonment of any existing nonconforming use, such use shall not be permitted to continue.

(1) Definitions:

(a) Abandonment of a nonconforming use requires the occurrence of two elements: (1) an intention to abandon or relinquish; and (2) some overt act, or some failure to act, which carries the implication that the owner neither claims nor obtains any interest in the subject matter of the abandonment.

(b) Certificate of Non-Conforming Use. A non-conforming use is any use of land or structure that is not permitted by the current zoning ordinance but existed at the time of the adoption of the zoning ordinance. For purposes of continuing the nonconforming use approval without occupancy, a Certificate of Non-Conforming Use shall be obtained upon application by the owner of said property to the Zoning Officer or Board of Adjustment when such land or structure is not occupied and being used.

(2) A nonconforming use business shall continue to obtain a Mercantile License from the City Clerk to continue operation as an approved nonconforming use. Should the business close or become vacant, the property owner shall obtain a Certificate of Nonconformity in order for the location to continue to hold nonconforming use approval. Upon failure to obtain a Mercantile License for two consecutive years without obtaining a Certificate of Nonconformity during those same two years, such nonconforming use shall not be permitted to continue.

- (3) For purposes of a nonconforming rental unit/duplex, owners shall continue to register the property as such. Should the rental become vacant, the property owner shall obtain a Certificate of Nonconformity for the location to continue to hold the nonconforming use approval. Upon failure to register the rental unit/duplex for two consecutive years without obtaining a Certificate of Nonconformity from the City during those same two years, such use shall not be permitted to continue.
- (4) The Certificate of Nonconformity shall be renewed annually or until such time as a Mercantile License or a Rental Registration is obtained.
- (5) The fee for the Certificate of Nonconformity shall be \$75.00 per certificate.

SECTION 2: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 3: Should any sentence, clause, sentence, phrase or provision of this ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 4: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>August 10, 2022</i>
<i>PUBLICATION:</i>	<i>August 15, 2022</i>
<i>PASSAGE:</i>	<i>September 14, 2022</i>

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, August 10, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 14, 2022.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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DARREN MATIK, MAYOR

**RESOLUTION No. 127, 2022**

A RESOLUTION AUTHORIZING SUBMISSION OF AN AMERICAN RESCUE PLAN  
FIREFIGHTER GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF  
COMMUNITY AFFAIRS

**WHEREAS**, the City of Linwood desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$75,000.00 to carry out a project to purchase a washer, dryer, and turn out gear for the Linwood Volunteer Fire Department to ensure the firefighters are properly protected against the combined threats of the COVID-19 virus and the strain of emergency fire requests;

**BE IT THEREFORE RESOLVED**,

- 1) that the City of Linwood does hereby authorize the application for such a grant; and,
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Linwood and the New Jersey Department of Community Affairs.

**BE IT FURTHER RESOLVED**, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

\_\_\_\_\_  
(signature)

Darren Matik  
\_\_\_\_\_  
(type or print name)

Mayor  
\_\_\_\_\_  
(title)

\_\_\_\_\_  
(signature)

Leigh Ann Napoli, RMC  
\_\_\_\_\_  
(type or print name)

Municipal Clerk  
\_\_\_\_\_  
(title)

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 128, 2022**

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LINWOOD AND THE MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION FOR THE PROVISION OF CLASS III SPECIAL LAW ENFORCEMENT OFFICER

**WHEREAS**, the City of Linwood and the Mainland Regional High School Board of Education are desirous of renewing a Shared Services Agreement for the provision of a Class III Special Law Enforcement Officer; and

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

**WHEREAS**, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

**WHEREAS**, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

**WHEREAS**, a Shared Services Agreement and Memorandum of Understanding have been prepared pursuant to said statutory requirements and the Common Council is desirous of authorizing same;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Mainland Regional High School Board of Education for the provision of Class III Special Law Enforcement Officer are hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**SHARED SERVICES AGREEMENT BETWEEN  
THE CITY OF LINWOOD AND  
THE MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION  
FOR THE PROVISION OF  
CLASS III SPECIAL LAW ENFORCEMENT OFFICER  
(FOR THE 2022-2023 SCHOOL YEAR)**

WHEREAS, the City of Linwood, a municipal corporation of the State of New Jersey (hereinafter "City"), and the Mainland Regional High School Board of Education, a body politic and corporate (hereinafter the "Board"), are desirous of entering into a Shared Services Agreement (hereinafter "SSA") for the provision of one (1) Class III Special Law Enforcement Officer (hereinafter "SRO"); and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, the City has agreed to provide the services of a SRO upon the terms contained herein.

NOW THEREFORE,, in consideration of the mutual foregoing representations, the City and the Board agree as follows:

1. The terms of the attached Memorandum of Understanding are incorporated herein by reference. Except as specifically provided by this SSA, the School Resource Officer program will be administered in accordance with the Memorandum of Understanding for the 2022-2023 school year.
2. The Board shall make payment to the City to cover the total salary and 50% of payroll taxes associated with the provision of one (1) Class III Special Law Enforcement Officer who shall serve as SRO as further specified herein. A financial breakdown of the costs to the Board and the allocation thereof is attached as Exhibit "A" to the attached Memorandum of Understanding. The SRO shall be paid only for time working at and for the Board and shall not be entitled to paid vacation or sick time.



Payment associated with the provision of the Class III Special Law Enforcement Officer shall be made by the Board to the City commencing September 1, 2022 based upon the number of hours worked in the prior month and shall be paid within thirty (30) days of receipt of an invoice therefor

3. If there is a conflict between the terms of this SSA and the Memorandum of Understanding, the terms of this SSA shall control.
4. The term of this Agreement shall be for one (1) school year commencing on September 1, 2022 and terminating on June 30, 2023.
5. The City will appoint a Class III Special Law Enforcement Officer for a maximum term of four months at a time. If the City, to include the Chief of Police, or the Board, to include the Superintendent, are not satisfied for any reason or cannot sustain the Class III Special Law Enforcement Officer, the position will be terminated or a replacement Class III Special Law Enforcement Officer will be hired. The termination of a Class III Special Law Enforcement Officer may be effectuated by fourteen (14) days prior written notice, except if the Chief of Police and Superintendent agree that termination shall be effective immediately.
6. The Parties acknowledge that the SRO assigned pursuant to this Agreement is not subject to the Board's contract with the Mainland Regional High School Educational Association which also references a school resource officer position.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals on this SSA and Memorandum of Understanding on the day set opposite their signature.

Attest:

CITY OF LINWOOD

Leigh Ann Napoli, RMC, CMR,  
MPA Municipal Clerk

Darren H. Matik, Mayor

Date:

Attest:

Date:

Lisa Mooney, Board Secretary

MAINLAND REGIONAL  
HIGH SCHOOL BOARD OF  
EDUCATION

Date:

Jill T. Ojserkis, Esq., President

Date:

CLASS III SPECIAL LAW ENFORCEMENT  
OFFICER SAFE SCHOOLS RESOURCE OFFICER  
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Mainland Regional High School Board of Education (hereinafter the "Board") and the City of Linwood (hereinafter the "City").

WHEREAS the Board and the City desire that the City provide the services of one (1) Class III Special Law Enforcement Officer assigned to the Board on a full-time basis to serve as the SRO; and

WHEREAS both parties recognize the potential benefits of this program to the citizens of the City and to the students and staff of the Board; and

WHEREAS it is in the best interest of the Board and the City to establish and continue this program.

IT IS NOW THEREFORE AGREED that the City shall supply one (1) Class III Special Law Enforcement Officer to the Board to be assigned as a School Resource Officer ("SRO") upon the following terms and conditions:

I. Assignment of Officer.

The Board and the City agree that the City shall assign one (1) Class III Special Law Enforcement Officer from the City of Linwood Police Department to Mainland Regional High School for up to forty (40) hours per week during the 2022-2023 school year.

I. Selection of Officer.

The Linwood Police Department shall advertise and conduct the initial interviewing process for a Class III Special Law Enforcement Officer. Applicants will be interviewed by the Police Interview Panel. Applicants who successfully pass the Police Interview Panel will then be interviewed by the Mayor, Chief of Police and Superintendent of Mainland Regional High School. The Mayor, Chief of Police and Superintendent will select the candidate to be hired for the position by their unanimous decision.

**II. Officer is an Employee of the City.**

Although assigned to the school on a full-time basis, the assigned SRO remains an employee of the City and its police department. The SRO shall remain subject to all federal and state laws as well as directives, policies, procedures, rules and regulations of the Linwood Police Department and shall not be considered an employee of the Board. The City will use reasonable efforts to coordinate the SRO's vacation times with the vacation times in the approved Board calendar.

**IV. Hours.**

The City shall provide one (1) SRO working forty (40) hours per week. The specific hours of assignment shall be determined by the Chief of Police and the Superintendent of the Board or their designees and may change subject to mutual agreement of the parties. For purposes of this Memorandum of Understanding, it is anticipated that a regular school day shall be between 7:30 a.m. – 3:30 p.m. subject to change as mutually agreed upon by the Superintendent and the Chief of Police. Unless mutually agreed upon by the Chief of Police and the Superintendent of the Board or their designees in advance, the SRO shall not be expected to be present to perform his duties during days that the high school is closed for student attendance (except for graduation which is required) such as vacations, holidays, and snow days although the SRO's presence may be required during teacher in-service days. It is understood that if the Class III Special Law Enforcement Officer is unavailable to work any day or any requested school function for any reason, the Linwood Police Department will not fill the vacant position.

**V. Uniforms.**

Unless engaged in activities for which a uniform would be inappropriate, the SRO shall wear a uniform approved by the Chief of Police which readily identifies him as a Police Officer of the City. The SRO shall carry a City issued firearm while providing his duties hereunder. The firearm will remain the property of the City but shall be utilized by the SRO during the term of this Agreement.

**VI. Office.**

The Board will provide the Linwood Police Department a secure office (substation) within the Mainland Regional High School. No persons will be permitted within the substation without authorization from a member of the Linwood Police Department except for cleaning, maintenance and repair of the substation. The Board will supply internet access, a computer and printer allowing Police Officers to access the Linwood Police Department CAD System and other required sites necessary for the performance of the duties. The Board will also supply a desk, chairs and filing cabinet(s). This office will be keyed on the Linwood Police Department Key System.

**VII. Duties.**

While performing services at the District, the general duties of the SRO shall be set forth in Attachment "B" to this Memorandum of Understanding.

**VIII. Overtime.**

It is agreed that the Board will be financially responsible to reimburse the City for overtime services provided by the SRO at the hourly rate listed in Exhibit "A" Any such overtime shall be requested by the Superintendent or his designee and is subject to prior approval by the Chief of Police or his designee. Such overtime shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

**IX. Training.**

Unless the SRO assigned has previously attended the School Resource Training Program sponsored by the National Association of School Resource Officers, the SRO assigned shall attend the School Resource Officer Training program sponsored by the National Association of School Resource Officer which contains a forty (40) hour block of instruction emphasizing three (3) main areas of instruction: 1) functioning as a SRO in the school setting; 2) working as a resource and problem solver; and 3) the development of teaching skills. The cost of this training shall be paid by the Board and shall not exceed the amount described in Exhibit "A".

The SRO shall also receive such additional required training for SRO's as directed by the Chief of Police. All associated Police In-Service Training shall be provided by the Linwood Police

Department through the department PowerDMS. The SRO shall be allotted time by the Board to complete such training, including semi-annual firearms qualifications. The Linwood Police Department will provide instructors and ammunition for firearms qualifications.

**X. Indemnification.**

The City shall and does hereby agree to indemnify the Board, its agents, employees, servants and/or contractors and save it and them harmless and shall defend it and them from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, in connection with any loss, claim or liability arising from or out of the performance of the SRO's work hereunder including, but not limited to, the SRO's negligent act or omission. It is the parties' intention that this indemnification provision shall be interpreted to be broad in nature, whereby the City agrees to indemnify the Board unless it is determined that that the Board was solely negligent.

**XI. Insurance.**

The City shall, at its own cost and expense, at all times during the Term of this Memorandum indemnify the Board as part of its administrative staff for the SRO's actions and in connection with the City's worker's compensation, general liability, legal liability, and/or umbrella insurance policies in effect, and shall name the Board as an additional insured or loss payee, as the case may be. The minimum coverage limits shall be maintained in accordance with the City's current policies in effect. The City shall provide the Board with a Certificate of Insurance showing the Board as an additional insured. The Certificate shall provide for ten (10) days written notice to the Board in the event of cancellation or material change of coverage. The Board shall reimburse the City for one-half (1/2) of the general liability and workers compensation premiums attributable to the SRO's services pursuant to this Agreement, not to exceed the amount set forth in Exhibit "A". Such amount due shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

## **XII. Terms of Agreement.**

The City, Board and SRO understand and agree that all work by SRO must conform and be done in accordance with the Uniform Memorandum of Understanding between the Education and Law Enforcement Officials and State and Federal law, the directives of the Attorney General of the State of New Jersey, the Atlantic County Prosecutor, the Commissioner of Education and State Board of Education, New Jersey and Federal law and the rules and regulations governing the operation of schools.

## **XII. Renewals.**

The parties agree to meet in March of each calendar year to negotiate appropriate changes to the terms of this Agreement and to determine whether it will be extended for one or more additional school years. This Agreement shall be automatically renewed each year, upon the terms contained in the SSA and this Memorandum of Understanding, unless either party provides thirty (30) days written notice of its intent to terminate.

## **XIII. Cooperation.**

The Board shall promptly advise the City of any issues related to the performance of this Agreement including the suitability and acceptability of the SRO. Similarly, the City shall promptly advise the Board of any issues related to the performance of this Agreement including concerns raised by the SRO. The parties shall work together in a cooperative manner to resolve such issues and concerns. Notwithstanding the foregoing, any issues and concerns that can only be resolved through the replacement of the assigned SRO, shall proceed pursuant to Section II above. In addition, the parties shall meet no less than bi-monthly to review, assess and plan.

## **XIV. Disputes.**

In the event that arises between the parties as to the terms of the Agreement, or the satisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The parties hereunder agree that if such binding arbitration or binding fact-finding procedures are required to settle any questions or disputes, that the Mayor of the City and

Mainland Regional High School Board of Education shall mutually appoint a single arbitrator consistent with American Arbitration Association rules.

**XV. No Agency.**

Any party performing a service under this Agreement is the general agent of the other party on whose behalf is performed pursuant to this Agreement. Such agent party shall have full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this agreement, except as such powers are limited by the terms of this Agreement. Neither party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

This Memorandum of Understanding shall cover the period from September 1, 2022 to June 30, 2023

Attest:

MAINLAND REGIONAL HIGH SCHOOL  
BOARD OF EDUCATION

Lisa Mooney, Board Secretary

Jill T. Ojserkis, President

Attest:

CITY OF LINWOOD

Leigh Ann Napoli, RMC, CMR,  
MPA Municipal Clerk

Darren H. Matik, Mayor

Exhibit "A"  
Financial Terms and Conditions

Handgun	\$ 481.00
Uniform	\$ 600.00
School Resource Officer Training	\$ 350.00
Liability Insurance (50% of \$500.00)	\$ 250.00
Workers Compensation Insurance (50% of \$3,000.00)	\$1,500.00
Hourly Rate for SRO	\$ 30.00
Payroll Taxes for SRO (50% of Payroll Taxes associated with compensation)	TBD based on compensation



Exhibit  
"B"  
School Resource Officer Job Description

The following lists provide examples of job duties of the School Resource Officer. They highlight, but are not limited to,

The three roles used to define what SRO's do in schools: Law Enforcement; Law Related Counselor; Law Related Education Teacher.

The close relationship SRO's must create and maintain with Principals; and

That SRO's must work closely with parents, students and members of the community.

#### Primary Duties

To prevent juvenile delinquency through close contact with students and school personnel.

To establish liaison with school principals, school security personnel, faculty and students.

To inform the students of their rights and responsibilities as lawful citizens.

To provide liaison between students and social agencies which provide needed services. To

act as a liaison resource to the principal in investigating criminal law violations occurring in the school or on school property.

To assist administration and faculty in formulating criminal justice programs.

To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school.

To participate in school activities and events when invited and feasible.

To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

To protect lives and property for the citizens and school students.

To enforce Federal, State and Local Criminal Laws and Ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulation regarding student conduct.

To investigate criminal activity committed on school property.

To counsel students in special situations, such as students suspected of engaging in criminal activity, when requested by the principal or parent of the student.

To answer questions students may have about criminal or juvenile law.

To assist other law enforcement Officer with outside investigations concerning students attending the school.

#### Secondary Duties

Abide by school board policies and shall consult with and coordinate activities through the school principal but shall remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision.

Develop expertise in presenting various subjects.

Encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.

Refrain completely from functioning as a school disciplinarian. The School Resource Officer is not to be involved the enforcement of disciplinary infractions that do not constitute violations of the law.

Attend meeting of parent and faculty groups to solicit their support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions.

Confer with the principal to develop plans and strategies to prevent and / or minimize dangerous situations on or near school property or involving students at school-related activities.

Abide by school board policy and applicable law concerning interviews, should it be necessary to conduct formal interviews with students or staff on property or at school functions under the jurisdiction of the School Board.

Take law enforcement action as necessary and notify the principal of the school as soon as possible; whenever possible notify the principal before requesting additional enforcement assistance on school grounds.

Give assistance to Officer in matters regarding the duties of SRO's whenever necessary.

Coordinate with the principal and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.

**RESOLUTION No. 129, 2022**

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR RECREATION TRUST - FEE PROGRAMS REQUIRED BY N.J.S.A. 40:48-2.56

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

**WHEREAS**, N.J.S.A. 40:48-2.56 provides for receipt of Recreation Trust - Fee Programs by the municipality to provide for the operating costs to administer this act; and

**WHEREAS**, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Recreation Trust - Fee Programs are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, County of Atlantic, New Jersey as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Recreation Trust - Fee Programs.
2. The Clerk of the City of Linwood, County of Atlantic, is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 130, 2022**

A RESOLUTION WAIVING A CONSTRUCTION PERMIT FEE FOR AN EAGLE SCOUT PROJECT

**WHEREAS**, Anthony Marinelli has applied for a Construction permit to construct an interpretive sign on open space along Patcong Creek which is property owned by the City of Linwood as an Eagle Scout project for the Boy Scout Troop 39; and

**WHEREAS**, the permit fee for said project is \$67.00 plus a \$50.00 Zoning Review fee; and

**WHEREAS**, the Common Council is desirous of waiving said permit fee;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Linwood in the County of Atlantic, New Jersey, hereby waives the Construction Permit fee in the amount of \$117.00 for Anthony Marinelli.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 131, 2022**

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2022-13,  
TO OUR LADY OF SORROWS CHURCH

**WHEREAS**, Our Lady of Sorrows Church has applied for a Raffle License, to conduct games on November 12, 2022; and

**WHEREAS**, Our Lady of Sorrows Church has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-1-14250;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that a Raffle License be issued to Our Lady of Sorrows Church and that the Municipal Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_





**Part I - Statement of Applicant and member(s) in charge**

State of New Jersey }  
County of ATLANTIC } ss.

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this

20<sup>th</sup> day of July, 2022

Billieann McClintock

Notary Public (Print name)

Billieann McClintock

Signature of Notary Public

Fr Paul D. Harte, Pastor

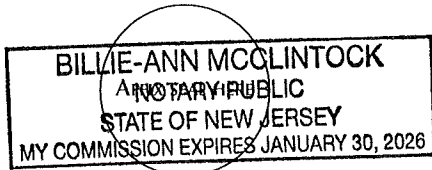
Signature of Officer and Title

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge



If more space is needed in any section of this application, insert extra sheets of paper.

**Applicant's registration slip from the Legalized Games of Chance Control Commission must be presented to the Municipal Clerk with this application.**



# Beautifully Handstitched, Patchwork Disney Quilt

Specially designed for Disney fans in mind, with Mickey Mouse on the inner patchwork and again along the border. Beautifully colored fabrics carefully selected from Lancaster, PA. Perfect for a child's bed, wall hanging, or used as a beautiful lap blanket! Sixty-five inches by sixty-five inches - square. Three layers that make it a quilt: the quilt top, the quilt batting, and the quilt backing. Made with lots of love by one of our Parishioners! All proceeds go to Our Lady of Sorrows Buildings Fund. **Valued at \$500.**



**RAFFLE TICKETS**

**\$3 each OR 2 FOR \$5**

**Winner will be drawn at our  
Veteran's Day Beef \*N Beer Event.**

**November 12, 2022**



Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
-----  
ID 257-1-14250  
RL ????

**RESOLUTION No. 132, 2022**

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2022-14,  
TO OUR LADY OF SORROWS CHURCH

**WHEREAS**, Our Lady of Sorrows Church has applied for a Raffle License, to conduct games on November 12, 2022; and

**WHEREAS**, Our Lady of Sorrows Church has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-1-14250;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that a Raffle License be issued to Our Lady of Sorrows Church and that the Municipal Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_



New Jersey Office of the Attorney General  
 Division of Consumer Affairs  
 Legalized Games of Chance Control Commission  
 124 Halsey Street, 6th Floor, P.O. Box 46000  
 Newark, New Jersey 07101  
 (973) 273-8000

# Application for a Raffle License

Application No. RA 14-2022  
 Identification No. 257-1-14250

**Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.**

Please print clearly.

Name of municipality: LINWOOD

**Part A - General**

1. Name of applying organization: OUR LADY OF SORROWS CHURCH
- 2a. Street address of headquarters: 724 MAPLE AVENUE, LINWOOD, NJ 08221
- b. Mailing address (if different):

3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>NOVEMBER 12, 2022</u>	<u>9 P.M.</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 4a. Address of place where raffles will be played: CHURCH HALL-724 MAPLE AVENUE , LINWOOD, NJ 08221
- b. Does the applicant own the premises or regularly occupy them for its general purposes?  Yes  No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

**Part B - Schedule of Expenses**

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>1ST PRIZE 33.34% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>2ND PRIZE 5% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>3RD PRIZE 5% OF PRCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>4TH PRIZE 1.67% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>5TH PRIZE 1.67% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>6TH PRIZE 1.67% OR PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>7TH PRIZE 1.67% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>LICENSE FEE</u>	<u>CITY OF LINWOOD</u>	<u>\$20</u>
<u>LICENSE FEE</u>	<u>STATE OF NEW JERSEY</u>	<u>\$20</u>
<u>750 TICKETS PRINTED</u>	<u>ADMITONE.COM</u>	<u>\$200</u>



**Part I - Statement of Applicant and member(s) in charge**

State of New Jersey

} ss.

County of ATLANTIC

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this

20<sup>th</sup> day of July, 20 22

Billieann McClintock

Notary Public (Print name)

Billieann McClintock

Signature of Notary Public

Fr Paul D. Harte Pastor

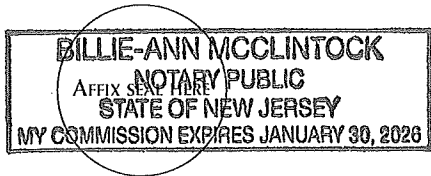
Signature of Officer and Title

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge



If more space is needed in any section of this application, insert extra sheets of paper.

**Applicant's registration slip from the Legalized Games of Chance Control Commission must be presented to the Municipal Clerk with this application.**



# 750 CLUB RAFFLE

OUR LADY OF SORROWS, 724 MAPLE AVE. LINWOOD, NJ 08221

All proceeds go to Our Lady of Sorrows Operating Expenses.

ID 257-1-14250

RL ??????

**GRAND PRIZE \$10,000**

(33.34% proceeds)

2ND PRIZE \$1500 (5% proceeds)

3RD PRIZE \$1500 (5% proceeds)

4TH PRIZE \$500 (1.67% proceeds)

5TH PRIZE \$500 (1.67% proceeds)

6TH PRIZE \$500 (1.67% proceeds)

7TH PRIZE \$500 (1.67% proceeds)

**\$40 PER RAFFLE TICKET**

*Drawing is 9 P.M.*

*Saturday, November 12, 2022*

Must be 18 year of age or older to participate.

You need not be present to win.

(no substitution of prizes)

**NOTE: The Grand Prize of \$10,000 is contingent upon the sale of all 750 tickets**

**Veterans Day Beef 'N Beer with Dancing!**

*First 250 tickets sold will be eligible for a seat at the Beef 'N Beer. Maximum capacity is 250!*



*Dancing all evening.*

*November 12, 2022*

*Doors Open at 6:30 p.m.*

*Dinner at 8 p.m.*

*Raffle Drawing at 9 p.m.*

**With our host  
David Allen Pratt  
DJ at KOOL 98.3 Radio**



*Pull Tabs & Special Quilt Raffle will be available also!*

ID 257-1-14250

OUR LADY OF SORROWS - 750 CLUB RAFFLE

RL ??????

Sold to: \_\_\_\_\_ Co-Owner \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Town: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_ Cash Amount \$ \_\_\_\_\_

CONTACT TELEPHONE: \_\_\_\_\_

NUMBER OF TICKETS: \_\_\_\_\_ (*one per dinner*) HOW MANY ATTENDING THE EVENT? \_\_\_\_\_

(PLEASE MAKE CHECKS PAYABLE TO: OUR LADY OF SORROWS CHURCH)

If gambling is a problem, Call 1-800-GAMBLER.

**001** Our Lady of Sorrows Church  
Veteran's Day - \$40 (per ticket)

\$40 Share  
I.D. 257-1-14250  
RL ?????  
A Legal NJ 50/50  
Drawing

**750 CLUB RAFFLE CERTIFICATE**

GRAND PRIZE \$10,000 (33.34% proceeds)  
2ND PRIZE \$1500 (5% proceeds)      5TH PRIZE \$500 (1.67% proceeds)  
3RD PRIZE \$1500 (5% proceeds)      6TH PRIZE \$500 (1.67% proceeds)  
4TH PRIZE \$500 (1.67% proceeds)      7TH PRIZE \$500 (1.67% proceeds)

NOTE: The Grand Prize of \$10,000 is contingent upon the sale of all 750 tickets.

Drawing on Saturday, November 12, 2022 at the  
Veteran's Day Beef 'N Beer with KOOL98.3 DJ - David Allen Pratt  
6:30 p.m. to 10:00 p.m. Church (Ticket will be drawn at 9 p.m.)  
YOU NEED NOT BE PRESENT TO WIN (No substitution of prizes)

Sold to: \_\_\_\_\_ Co-Owner \_\_\_\_\_ Date: \_\_\_\_\_

I reserved \_\_\_\_\_ seats for the Beef 'N Beer (only 250 seats available-1 dinner per ticket)

Tickets are non-transferable. Must be 18 yrs. of age or older to participate.

**750 CLUB** **001**  
**VETERAN'S DAY**  
**RAFFLE CERTIFICATE**  
**DRAWING: NOV. 12, 2022**  
9 P.M. at  
Veteran's Day Beef 'N Beer  
6:30 pm - 10 p.m.  
\$40 per ticket  
I.D. 257-1-14250 RL ?????

Name \_\_\_\_\_

Co-Owner \_\_\_\_\_

Telephone \_\_\_\_\_

Please reserve \_\_\_\_\_ seats.

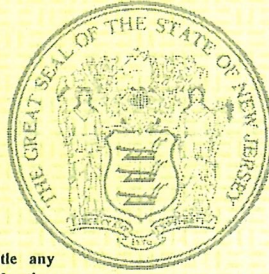


Effective date: 01/01/2022

Expiration date: 12/31/2023

Registration identification: 257-1-14250

Our Lady of Sorrows Church  
724 MAPLE AVE  
LINWOOD, NJ 08221



*New Jersey Office of the Attorney General*  
Division of Consumer Affairs  
Legalized Games of Chance Control Commission  
**Registration**

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration.  
This Registration Certificate may only be utilized by the above-named organization.

Mail to: Our Lady of Sorrows Church  
724 MAPLE AVE  
LINWOOD, NJ, 08221  
Attn:

A handwritten signature in black ink, appearing to read "E. Barrett".

**Edward F. Barrett, Secretary**  
**Legalized Games of Chance Control Commission**

**RESOLUTION No. 133, 2022**

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2022-15,  
TO MAINLAND REGIONAL FOOTBALL BOOSTERS INC.

**WHEREAS**, Mainland Regional Football Boosters Inc. has applied for a Raffle License, to conduct games on September 16, 2022, September 23, 2022, October 7, 2022, October 22, 2022, and October 28, 2022; and

**WHEREAS**, Mainland Regional Football Boosters Inc. has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-5-41958;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that a Raffle License be issued to Mainland Regional Football Boosters Inc. and that the Municipal Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_



New Jersey Office of the Attorney General  
 Division of Consumer Affairs  
 Legalized Games of Chance Control Commission  
 124 Halsey Street, 6th Floor, P.O. Box 46000  
 Newark, New Jersey 07101  
 (973) 273-8000

# Application for a Raffle License

Application No. RA 15-2022  
 Identification No. 257-5-41958

**Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.**

Please print clearly.

Name of municipality: City of Linwood

## Part A - General

1. Name of applying organization: Mainland Regional Football Boosters Inc.  
 2a. Street address of headquarters: P.O. Box 103 Linwood, NJ 08221  
 b. Mailing address (if different): \_\_\_\_\_

3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>Sept 16, 2022</u>	<u>6-9pm</u>	_____	_____
<u>Sept 23, 2022</u>	<u>6-9pm</u>	_____	_____
<u>Oct 7, 2022</u>	<u>6-9pm</u>	_____	_____
<u>Oct 22, 2022</u>	<u>10am-1pm</u>	_____	_____
<u>Oct 28, 2022 (potential playoff)</u>	<u>6-9pm</u>	_____	_____
_____	_____	_____	_____

- 4a. Address of place where raffles will be played: 50/50 at 1301 Oak Avenue Linwood, NJ 08221  
 b. Does the applicant own the premises or regularly occupy them for its general purposes?  Yes  No  
 5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

## Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>Roll of 50/50 raffle tickets</u>	<u>Staples, Inc.</u>	<u>To be sold for 50/50</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**Part I - Statement of Applicant and member(s) in charge**

State of New Jersey )  
County of Atlantic ) ss.

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public (Print name)

\_\_\_\_\_  
Signature of Notary Public



Samy Kall - Treasurer  
Signature of Officer and title

\_\_\_\_\_  
Signature of Member in Charge

\_\_\_\_\_  
Signature of Member in Charge

\_\_\_\_\_  
Signature of Member in Charge

\_\_\_\_\_  
Signature of Member in Charge

If more space is needed in any section of this application, insert extra sheets of paper.

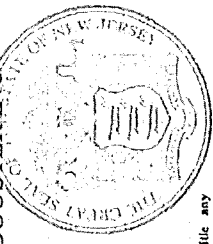
**Applicant's registration slip from the Legalized Games of Chance Control Commission must be presented to the Municipal Clerk with this application.**

Effective date: 12/13/2021

Expiration date: 10/03/2023

Registration identification: 257-5-41958

MAINLAND REGIONAL FOOTBALL BOOSTER INC  
PO BOX 103  
LINWOOD, NJ 08221



*New Jersey Office of the Attorney General*  
Division of Consumer Affairs  
Legalized Games of Chance Control Commission  
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration. This Registration Certificate may only be utilized by the above-named organization.

Mail to: MAINLAND REGIONAL FOOTBALL BOOSTER INC  
PO BOX 103  
LINWOOD, NJ, 08221  
Attn:

Edward F. Barrett, Secretary  
Legalized Games of Chance Control Commission

**RESOLUTION No. 134, 2022**

A RESOLUTION REQUESTING ATLANTIC CITY ELECTRIC TO INSTALL  
A STREETLIGHT ON WEST VERNON AVENUE IN THE CITY OF LINWOOD

**WHEREAS**, the Common Council of the City of Linwood has received certain recommendations concerning the installation of a streetlight on West Vernon Avenue within the City of Linwood; and

**WHEREAS**, said request and recommendation have been directed to Atlantic City Electric; and

**WHEREAS**, the cost for one SPL 70 watt LED is \$124.00 then \$12 per month delivery charge; and

**WHEREAS**, the Common Council of the City of Linwood concurs and is desirous of formally requesting the installation of a streetlight;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Atlantic City Electric be and is hereby requested to install one CSL 70 watt LED streetlight on West Vernon Avenue at the cost of \$124.00.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk  
**Date:** 8-08-2022  
**Re:** Availability of Funds-Street Light West Vernon Ave

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$124 will be available under Electric in the 2022 operating budget. Funds will be encumbered to Atlantic City Electric Inc, 6801 Black Horse Pike, Pleasantville, NJ 08232.



**RESOLUTION No. 135, 2022**

A RESOLUTION AWARDING THE CONTRACT TO AMERICAN PIPE CLEANING FOR THE 2022 VIDEO INSPECTION & MAIN CLEANING, CONTRACT NO. 39

**WHEREAS**, the City of Linwood received bids for the 2022 Video Inspection & Main Cleaning, Contract No. 39 in the City of Linwood on Wednesday, August 3, 2022 at 10:00 a.m. prevailing time; and

**WHEREAS**, the bids submitted have been received, reviewed and a recommendation has been made with regard to same;

**WHEREAS**, the low bid from Vortex is hereby rejected as a non responsive bid for failure to submit a bid guarantee or a certificate of surety which are non curable defects pursuant to N.J.S.A. 40A11:23.2(a)(b); and

**WHEREAS**, it has been determined that the bid submitted by American Pipe Cleaning is the lowest responsive bid and a recommendation has been made to award the Contract to American Pipe Cleaning;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the low bid from Vortex be and is hereby rejected as a non responsive bid for failure to submit a bid guarantee or a certificate of surety which is are non curable defects pursuant to N.J.S.A. 40A11:23.2(a)(b);

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Contract for the 2022 Video Inspection & Main Cleaning, Contract No. 39 be and is hereby awarded to American Pipe Cleaning, 122 NJ-34, Howell Township, NJ 07731 for the Base Bid amount of \$34,965.75.00 as set forth in the bid submitted, which is attached hereto and incorporated herein;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with American Pipe Cleaning in accordance with the terms and conditions set forth in the bid/proposal submitted;

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a Certification of Availability of Funds by the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk  
**Date:** 08-08-2022  
**Re:** Availability of Funds-2022 Sewer Video Inspection and Main Cleaning

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$34,965.75 are available under Capital Ordinance #3-2020E Sewer Improvements. Funds will be encumbered to American Pipe Cleaning LLC PO Box 2043 Ocean, NJ 07712.

Vincent J. Polistina, PE, PP, CME  
Craig R. Hurless, PE, PP, CME  
Ronald N. Curcio, PE, PP  
Jennifer L. Heller, PP, AICP



Civil / Municipal Engineering  
Site Plan and Subdivision Design  
Surveying  
Land Use Planning  
Water and Wastewater Design  
Environmental Consulting  
Inspection / Construction Management

August 5, 2022

Mr. Ralph Paolone, Council President and Council Members  
The City of Linwood  
400 Poplar Avenue  
Linwood, NJ 08221

Re: **Report of Bids**  
**2022 Video Inspection & Main Cleaning**  
**Contract No. 39**  
**Linwood, Atlantic County**  
**PA No. 7501.41**

Dear Mr. Paolone and Council Members:

On Wednesday, August 3<sup>rd</sup> at 10:00 A.M., sealed bids were received by The City of Linwood for the "2022 Video Inspection & Main Cleaning", Contract No. 39. A total of five (5) contractors picked up bid documents during the bidding period and three (3) contractors submitted bids for the project. One of the three bids was deemed non-responsive. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidders Name	Bid
American Pipe Cleaning	\$ 34,965.75
Mobile Dredging & Video Pipe	\$ 97,256.25
Vortex	Non-Responsive

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the bid was \$42,102.50. The lowest bid for the project submitted by American Pipe Cleaning is approximately 17% below the Engineer's Estimate for the bid.

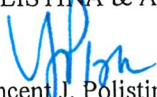
Based on an analysis of the bids received, the Engineer's Estimate and total project costs; the bid submitted by American Pipe Cleaning is the lowest responsive bid and appears favorable to the City.

Subject to the appropriation of City funds, we would recommend awarding the Contract in the amount of \$34,965.75 to American Pipe Cleaning of Howell, New Jersey.

If you should have any questions or require additional information, please feel free to call.

Very truly yours,

POLISTINA & ASSOCIATES

  
Vincent J. Polistina, PE, PP, CME  
City Engineer

Cc: Leigh Ann Napoli, City Clerk

6684 Washington Avenue, Egg Harbor Township, NJ 08234  
Phone: 609.646.2950 Fax: 609.646.2949  
E-mail: polistinaassoc@comcast.net

POLISTINA & ASSOCIATES		PAGE NO. 1 of 1				
CONSULTING ENGINEERS & PLANNERS		JOB NO. 7501.41				
EGG HARBOR TOWNSHIP, NJ						
LINWOOD, NEW JERSEY		DATE: 8/3/2022				
CONTRACT NO. 39 - 2022 SANITARY SEWER VIDEO INSPECTION AND MAIN CLEANING						
ITEM NO.	ITEM DESCRIPTION	QTY	American Pipe Cleaning		Mobile Dredging	
			BID PRICE	TOTAL	BID PRICE	TOTAL
1	Mobilization & Permits	1	\$ 1,000.00	\$1,000.00	\$ 500.00	\$500.00
2	Cleaning, Jetting & Video Inspection - 8" Sanitary	22,735	\$ 1.45	\$32,965.75	\$ 3.75	\$85,256.25
3	Maintenance & Protection of Traffic	1	\$ 1,000.00	\$1,000.00	\$ 11,500.00	\$11,500.00
TOTAL BASE BID				\$34,965.75		\$97,256.25

**RESOLUTION No. 136, 2022**

A RESOLUTION AWARDING THE CONTRACT TO ARAWAK PAVING CO., INC. FOR THE RESURFACING OF FRANKLIN BOULEVARD, CONTRACT NO. 38

**WHEREAS**, the City of Linwood received bids for the Resurfacing of Franklin Boulevard, Contract No. 38 in the City of Linwood on Friday, August 5, 2022 at 10:00 a.m. prevailing time; and

**WHEREAS**, the bids submitted have been received, reviewed and a recommendation has been made with regard to same;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Contract for the Resurfacing of Franklin Boulevard, Contract No. 38 be and is hereby awarded to Arawak Paving Co., Inc., 7503 Weymouth Road, Hammonton, NJ 08037 for the Base Bid amount of \$293,900.00 as set forth in the bid submitted, which is attached hereto and incorporated herein;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with Arawak Paving Co., Inc. in accordance with the terms and conditions set forth in the bid/proposal submitted;

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a Certification of Availability of Funds by the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk  
**Date:** 08-08-2022  
**Re:** Availability of Funds-2022 Franklin Blvd Resurfacing Program

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$293,900.00 are available under 2022 NJDOT Grant. Funds will be encumbered to Arawak Paving Co., Inc. 7503 Weymouth Road Hammonton, NJ 08037.

Vincent J. Polistina, PE, PP, CME  
Craig R. Hurless, PE, PP, CME  
Ronald N. Carcio, PE, PP  
Jennifer L. Heller, PP, AICP  
Charles J. Kaenzig, PE



Civil / Municipal Engineering  
Site Plan and Subdivision Design  
Surveying  
Land Use Planning  
Water and Wastewater Design  
Environmental Consulting  
Inspection / Construction Management

August 5, 2022

Mr. Ralph Paolone, Council President and Council Members  
The City of Linwood  
400 Poplar Avenue  
Linwood, NJ 08221

**RE: Report of Bids  
Resurfacing of Franklin Boulevard  
Contract No. 38  
City of Linwood, Atlantic County  
PA No. 7501.34**

Dear Mr. Paolone and Council Members:

On Friday, August 5<sup>th</sup>, 2022 at 10:00 A.M., sealed bids were received by The City of Linwood for the "Resurfacing of Franklin Boulevard" Contract No. 38. A total of three (3) contractors picked up bid documents during the bidding period and three (3) contractors submitted bids for the project. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidders Name	Bid
Arawak Paving Co., Inc.	\$ 293,900.00
South State, Inc.	\$ 296,000.00
Landberg Construction, LLC	\$ 344,672.90

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the bid was \$296,968.70. The lowest bid for the project submitted by Arawak Paving Co. is approximately 1% below the Engineer's Estimate for the bid.

Based on an analysis of the bids received, the Engineer's Estimate and total project costs; the bid submitted by Arawak Paving Co. is the lowest responsive bid and appears favorable to the City.

Subject to the appropriation of City funds, we recommend awarding the Contract in the amount of \$293,900.00 to Arawak Paving Co. of Hammonton, NJ.

If you should have any questions or require additional information, please feel free to call.

Very truly yours,

POLISTINA & ASSOCIATES

Vincent J. Polistina, PE, PP, CME  
City Engineer

cc: Leigh Ann Napoli, City Clerk

6684 Washington Avenue, Egg Harbor Township, NJ 08234  
Phone: 609.646.2950 Fax: 609.646.2949  
E-mail: polistinaassoc@comcast.net



The City of Linwood  
Contract No. 38 - Resurfacing of Franklin Boulevard

ITEM NO.	ITEM DESCRIPTION	QTY	Aravak Paving Co., Inc.		South State, Inc.		Landberg Construction, LLC	
			BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL
1	Mobilization	1	\$ 10,000.00	\$10,000.00	\$ 1,000.00	\$1,000.00	\$ 5,000.00	\$5,000.00
2	Clearing Site	1	\$ 10,000.00	\$10,000.00	\$ 9,075.51	\$9,075.51	\$ 13,500.00	\$13,500.00
3	Construction Layout	1	\$ 1,130.40	\$1,130.40	\$ 100.00	\$100.00	\$ 2,000.00	\$2,000.00
4	Sawcutting	467	\$ 0.01	\$4.67	\$ 0.02	\$9.34	\$ 2.00	\$934.00
5	Milling, 2" & Variable Depth	15,596	\$ 3.40	\$53,026.40	\$ 3.00	\$46,788.00	\$ 2.50	\$38,990.00
6	Hot Mix Asphalt, 12.5M64 Surface Course, 2" Thick & Variable	1,975	\$ 95.00	\$187,625.00	\$ 100.00	\$197,500.00	\$ 120.00	\$237,000.00
7	Concrete Vertical Curb	212	\$ 45.00	\$9,540.00	\$ 60.00	\$12,720.00	\$ 40.00	\$8,480.00
8	Concrete Driveway Apron, 6" Thick	18	\$ 120.00	\$2,160.00	\$ 185.00	\$3,330.00	\$ 125.00	\$2,250.00
9	Hot Mix Asphalt Driveway, 2" Thick	18	\$ 50.00	\$900.00	\$ 75.00	\$1,350.00	\$ 60.00	\$1,080.00
10	Reset Manhole Casting	1	\$ 500.00	\$500.00	\$ 950.00	\$950.00	\$ 475.00	\$475.00
11	Reset Utility Valve Casting	10	\$ 0.01	\$0.10	\$ 0.02	\$0.20	\$ 0.01	\$0.10
12	Traffic Stripes, Long Life, Epoxy Resin, 4" Wide	10,578	\$ 0.51	\$5,394.78	\$ 0.75	\$7,933.50	\$ 0.70	\$7,404.60
13	Traffic Markings, Thermoplastic	782	\$ 2.60	\$2,033.20	\$ 5.00	\$3,910.00	\$ 16.25	\$12,707.50
14	Regulatory and Warning Signs	51,25	\$ 40.00	\$2,050.00	\$ 35.00	\$1,793.75	\$ 55.00	\$2,818.75
15	Top Soil, Fertilize and Seed	250	\$ 0.01	\$2.50	\$ 0.02	\$5.00	\$ 10.00	\$2,500.00
16	Construction Signs	100	\$ 0.01	\$1.00	\$ 0.02	\$2.00	\$ 0.01	\$1.00
17	Traffic Drums	25	\$ 0.01	\$0.25	\$ 0.02	\$0.50	\$ 0.01	\$0.25
18	Traffic Cones	50	\$ 0.01	\$0.50	\$ 0.02	\$1.00	\$ 0.01	\$0.50
19	Traffic Directors, Flaggers (Fixed Price)	40	\$ 80.78	\$3,231.20	\$ 80.78	\$3,231.20	\$ 80.78	\$3,231.20
20	Fuel Price Adjustment	1	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00
21	Asphalt Price Adjustment	1	\$ 3,800.00	\$3,800.00	\$ 3,800.00	\$3,800.00	\$ 3,800.00	\$3,800.00
<b>TOTAL BASE BID</b>				<b>\$ 293,900.00</b>		<b>\$ 296,090.00</b>		<b>\$ 344,672.90</b>

**RESOLUTION No. 137, 2022**

A RESOLUTION AUTHORIZING A SERVICE AGREEMENT WITH EMPOWER RETIREMENT,  
LLC

**WHEREAS**, the City of Linwood previously adopted a Deferred Compensation Plan and Service Agreement provided by Great-West Life & Annuity Insurance Company Plan Id#: 74-PD-GWL-120208 and Service Agreement #: 56-SA-GWL-010506 for the purposes of:

- the desire to attract and retain qualified employees;
- the accrual of tax benefits to eligible employees through participation in a Deferred Compensation Plan as established pursuant to *Section 457* of the *Federal Internal Revenue Code*;
- the fact that there is no cost to the local governmental unit to adopt and implement a Deferred Compensation Plan; and
- the implementation of a Deferred Compensation Plan serves the interests of the local governmental unit by enabling it to provide enhanced retirement security to its eligible employees.

**WHEREAS**, Great-West Life & Annuity Insurance Company has assigned the provision of services to its wholly owned subsidiary, Empower Retirement, LLC, who will continue to provide the same services under an updated Service Agreement. The previously adopted Deferred Compensation Plan remains in full effect and is not being changed;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Service Agreement with Empower Retirement, LLC is hereby authorized and the City Clerk is authorized to execute the Service Agreement with Empower Retirement, LLC, 21-SA-EMPOWER-110121, and to submit all necessary documents to the Director of the Division of Local Government Services within the State Department of Community Affairs for approval.

**BE IT FURTHER RESOLVED**, the CFO is hereby designated as the local Plan Administrator for the administration of the Plan pursuant to N.J.A.C. 5:37-5.4.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of August, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of August, 2022.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
DARREN MATIK, MAYOR

APPROVED: \_\_\_\_\_