

**LINWOOD COMMON COUNCIL
CAUCUS AGENDA
April 26, 2023
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. Levinson _____ Mr. Michael _____
 Mr. Walcoff _____ Mr. Ford _____

 Professionals: Mr. Youngblood _____ Mr. Polistina _____ Mrs. Napoli _____

2. Approval of Minutes Without Formal Reading
3. Mayor’s Report
4. Councilwoman Albright
 - A. Planning, Engineering, & Development
 1. Ordinance amending Chapter 221 Sewer Use and Rates – first reading
 2. Resolution awarding a Contract to Shore Solutions Mechanical Contracting, LLC for HVAC repairs and service
 3. Resolution authorizing participation in the CDBG program
5. Councilwoman Byrnes
 - A. Neighborhood Services
 1. Resolution authorizing a Use & Occupancy Agreement with MRHS Support our Troops Club
6. Councilwoman DeDomenicis
 - A. Public Works
7. Councilman Levinson
 - A. Revenue & Finance
 1. Public Hearing and adoption of the 2023 Budget
 2. Resolution establishing salaries for non-contractual employees for 2023
8. Councilman Michael
 - A. Public Safety
9. Council President Ford
 - A. Administration
10. Solicitor’s Report

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
April 26, 2023**

CALL TO ORDER

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

FLAG SALUTE: Councilwoman Blair Albright

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCES

7 OF 2023 AN ORDINANCE AMENDING CHAPTER 221 SEWERS, ARTICLE II, SEWER USE AND RATES OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: April 12, 2023
PUBLICATION: April 17, 2023
PASSAGE: April 26, 2023

RESOLUTIONS

84-2023 A Resolution authorizing Local Review of the Budget

85-2023 A Resolution to read the 2023 Budget by title only

BUDGET HEARING

88-2023 A Resolution adopting the 2023 Municipal Budget

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.

82-2023 A Resolution establishing salaries for non-contractual employees of the City of Linwood for 2023

83-2023 A Resolution awarding a Contract to Shore Solutions Mechanical Contracting, LLC for HVAC repairs and service for the City of Linwood

86-2023 A Resolution authorizing a Use and Occupancy Agreement with Mainland Regional High School on behalf of MRHS Support our Troops Club

87-2023 A Resolution authorizing the City of Linwood to participate in the Atlantic County Community Development Block Grant (CDBG) Program

89-2023 A Resolution certifying compliance with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 7, 2023

AN ORDINANCE AMENDING CHAPTER 221 SEWERS, ARTICLE II, SEWER USE AND RATES 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 221 Sewers, Article II, Sewer Use and Rates, Section 221-51, Sewer Use Charges; Unit Basis; is hereby amended to read as follows:

Sewer charges shall be made by the City and billed to the owners of real property upon which buildings stand in the City at the sanitary sewer rental charge of \$193 per half year for each sewer rental unit. Such sewer service charges are based upon estimated annual operating and capital costs due and owing by the City of Linwood and may be changed from time to time as the need generated by such costs may require.

SECTION 2: Chapter 221 Sewers, Article II, Sewer Use and Rates, Section 221-51, Sewer Use Charges; Unit Basis; is hereby amended to add the following:

E. In addition to the specified sewer rental unit rates declared in this Chapter, Commercial Customers with usage in excess of 40,000 gallons of water per half year billing cycle will be billed \$5.75/1,000 gallons of water, in excess of 40,000 gallons.

SECTION 3: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4: 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 5: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>April 12, 2023</i>
<i>PUBLICATION:</i>	<i>April 17, 2023</i>
<i>PASSAGE:</i>	<i>April 26, 2023</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, April 12, 2023 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on April 26, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION No. 84, 2023

A RESOLUTION AUTHORIZING LOCAL REVIEW OF THE BUDGET

WHEREAS, N.J.S.A. 40A: 4-78B has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 thru 7.5 the City of Linwood has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the local government meets the necessary conditions to participate in the program for the 2023 budget year;

NOW, THEREFORE BE IT RESOLVED, by the governing body of the City of Linwood that in accordance with N.J.A.C. 5:30-7.6a & b and based upon the Chief Financial Officers certification, the governing body has found the budget met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:

- a. Payment of interest and debt redemption charges
- b. Deferred charges and statutory expenditures
- c. Cash deficit of proceeding year
- d. Reserve for uncollected taxes
- e. Other reserves and non-disbursement items
- f. Any inclusions of amounts required for school purposes

2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A: 4-45.2 and appropriations for exceptions to limits on appropriations found at 40A4-45.3 et seq. are fully met (Complies with the CAP law)

3. That the budget is in such form, arrangement, and content as required by the Local Budget and N.J.A.C. 5:30-4 and 5:30-5.

4. That pursuant to the Local Budget Law:

- a. All estimates of revenue are reasonable, accurate, and correctly stated,
- b. Items if appropriation are properly set forth
- c. In itemization, form, arrangement, and content the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A: 4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded 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 26th day of April, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of April, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Vote recorded as follows:

Name	Aye	Nay	Abstain	Absent
Albright				
Byrnes				
DeDomenicis				
Levinson				
Michael				
Walcoff				
Ford				

RESOLUTION No. 85, 2023

A RESOLUTION TO READ THE 2023 BUDGET BY TITLE ONLY

WHEREAS, N.J.S.A. 40A:4-8 provides that the budget be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full Governing Body, providing that at least one week prior to the date of hearing a complete copy of the approved budget as advertised has been posted in City Hall and copies have been made available by the Clerk to persons requesting them; and

WHEREAS, these two conditions have been met;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the budget shall be read by title only.

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 26th day of April, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of April, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

SECTION 2 - UPON ADOPTION FOR YEAR 2023

RESOLUTION

CITY

Be it Resolved by the LINWOOD of the ATLANTIC County of ATLANTIC that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 9,123,845.00 (Item 2 below) for municipal purposes, and
- (b) \$ 206,700.00 (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.
- (d) \$ - (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$ 352,158.00 (Item 5 Below) Minimum Library Tax

RECORDED VOTE

(Insert last name)

Ayes	Nays	Abstained
Absent		

SUMMARY OF REVENUES			
1. General Revenues			
Surplus Anticipated	08-100		\$ 1,000,000.00
Miscellaneous Revenues Anticipated	13-099		\$ 3,103,850.92
Receipts from Delinquent Taxes	15-499		\$ 250,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)	07-190		\$ 9,123,845.00
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	206,700.00
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY			\$ 206,700.00
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191		
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX	07-192		\$ 352,158.00
Total Revenues	13-299		\$ 14,036,553.92

RESOLUTION No. 82, 2023

A RESOLUTION ESTABLISHING SALARIES FOR NON-CONTRACTUAL EMPLOYEES OF
THE CITY OF LINWOOD FOR 2023

WHEREAS, the Common Council of the City of Linwood passed Ordinance No. 1 of 2023 on January 25, 2023; and

WHEREAS, Ordinance No. 1 of 2023 established salary ranges for City employees; and

WHEREAS, the Common Council of the City of Linwood believes it is in the best interest for the City of Linwood to know the exact salaries of the non-contractual City employees;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the non-contractual employees of the City of Linwood be compensated at an annual salary in accordance with the list attached hereto.

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 26th day of April, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of April, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

**SALARIES FOR NON-CONTRACTULA EMPLOYEES
FOR THE CITY OF LINWOOD YEAR 2023**

TITLE/PART-TIME	
Administrative Assistant Construction Office	20.50/hour
Administrative Assistant Tax Collector	18.91/hour
Building Inspector	10,725/annum
Clean Communities Coordinator	715/annum
Clerk/Typist	14.13-20.00/hour
Code Enforcement	25.00/hour
Computer Maintenance Coordinator	581/annum
Construction Official	12,513/annum
Council Member	7,938/annum
Council President	8,750/annum
Deputy Emergency Management Director	1,084/annum
Drug Alliance Coordinator	419.76/annum
Floodplain Manager	1,102/annum
Journeyman Electrician	3,300/annum
Matron	14.13/hour
Mayor	9,557/annum
Memorial Park Director	15,636/annum
Planning Board Secretary	10,044/annum
Planning Board Recording Secretary	200/meeting
Recreation Aide	14.13/hour
Recycling Coordinator	1,420/annum
Special Law Enforcement Officers/Class II	25.00/hour
Special Law Enforcement Officers/Class III	30.00/hour
School Crossing Guard	40.67/diem
School Crossing Guard Captain	48.77/diem
Sub-Code Electrical Inspector	13,325/annum
Sub-Code Fire Protection Inspector	7,688/annum
Sub-Code Plumbing Inspector	13,325/annum
Summer Intern	14.13/hour
Tax Assessor	35,860/annum
Uniform Fire Official/Fire Marshall	9,225/annum
Deputy Fire Official/Fire Marshall	7,688/annum
Zoning Review Officer	10,000/annum

TITLE/FULL-TIME	
Chief Financial Officer	79,090/annum
Chief of Police	128,125/annum
City Clerk	101,450/annum
Deputy City Clerk	45,328/annum
Police Secretary	47,278/annum
Tax Collector	57,277/annum
Technical Assistant Construction Office	53,898/annum

RESOLUTION No. 83, 2023

A RESOLUTION AWARDING A CONTRACT TO SHORE SOLUTIONS MECHANICAL CONTRACTING, LLC FOR HVAC REPAIRS AND SERVICE FOR THE CITY OF LINWOOD

WHEREAS, quotes have been received with regard to HVAC repairs and service for all City owned buildings in the City of Linwood; and

WHEREAS, all quotes have been 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 a Contract for HVAC repairs and service be and is hereby awarded for a period of two years to Shore Solutions Mechanical Contracting, LLC, 106 Kensington Drive, Smithville, New Jersey 08205 in accordance with the quote attached hereto and made a part hereof;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute an Agreement on behalf of the City of Linwood with Shore Solutions Mechanical Contracting, LLC with regard to the aforesaid services.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a Certification of Availability of Funds from 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 26th day of April, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of April, 2023.

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: 04-17-2023
Re: Availability of Funds-HVAC Repairs and Service

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under buildings and grounds in the operating budget. Funds will be encumbered to Shore Solutions Mechanical Contracting LLC, 106 Kensington Drive Smithville, NJ 08205.



2023

SPECIFICATIONS FOR PROVIDING
HVAC REPAIRS AND SERVICE

Intent:

The purpose of this specification is to provide the City of Linwood, 400 Poplar Avenue, Linwood, New Jersey 08221 with general and emergency HVAC repair service, to supplement City staff, when necessary, in all Linwood City Buildings.

Scope:

1. This contract will cover referenced Linwood City Buildings for all HVAC equipment and components.

2. QUALITY ASSURANCE

Quotes for the maintenance, calibration, repair, replacement, improvement and/or installation of the equipment and systems covered under this contract will be accepted only from companies fully trained and competent to perform such services. Certificates demonstrating satisfaction of this requirement must be submitted when quotes are presented.

REFERENCE STANDARD, CODES AND ORDINANCES

It is the responsibility of the contractor to be familiar and comply with all codes, rules, ordinances, and regulations of the City of Linwood, which are in effect.

All work performed must be completed in accordance with the manufacture's recommendations and specification for the equipment being serviced and/or repaired. It shall be the obligation of the contractor to ascertain what those recommendations and specifications are.

The most recent effective issue of applicable standards and recommended practices of the following agencies shall form a part of these specifications to the extent that each agency's standards or recommended practices shall apply to the system and the system components specified or identified herein.

American National Standards Institute	[ANSI]
American Society of Mechanical Engineers	[ASME]
Electronic Industries Association	[EIA]
Institute of Electrical and Electronics Engineers	[IEEE]
National Electrical Manufacturers Association	[NEMA]
National Fire Protection	[NFPA]
Underwriters Laboratories	[UL]
Occupational Safety and Health Administration	[OSHA]
American Society of Heating, Refrigeration and Air Conditioning Engineers	[ASHRAE]
Uniform Construction Code	[UCC]
International Code Council	[ICC]

The contractor shall be solely responsible for compliance with all health and safety regulations, performing the work in a safe competent manner and using industry accepted maintenance, repair, replacement and/or installation practices and procedures required for the work as outlined in these documents. This contract includes the assessment, calibration and repairs to the following buildings in the City of Linwood:

Locations

- Municipal Complex – 400 Poplar Ave, Linwood NJ 08221
- Linwood Police Department – 400 Poplar Ave, Linwood NJ 08221
- Linwood Historical Society – 16 W. Poplar Ave, Linwood NJ 08221
- Linwood Volunteer Fire Company – 750 Lincoln Ave, Linwood NJ 08221
- Linwood Library Complex – 301 Davis Ave, Linwood NJ 08221
- Linwood EMS Building – 515 W. Patcong Ave, Linwood NJ 08221
- Linwood Public Works – 550 Hamilton Ave, Linwood NJ 08221

General Conditions

1. The intent of this contract is for the Contractor to provide assessment, calibration and repair services for mechanical equipment for City of Linwood properties as listed in this specification. Mechanical equipment to be assessed, calibrated and/or repaired shall include, but not be limited to heating, ventilating and air conditioning (HVAC) equipment and its associated controls and electrical components.
2. The intent of this contract is for the Contractor to provide assessment, calibration and repair services for mechanical equipment located in the Linwood properties specified herein. Contractor shall prepare a final written summary of findings upon completion of the assessment, calibration and repairs of the building's mechanical systems.
3. All work performed shall be guaranteed by the contractor for one (1) year including parts, material and labor in addition to any standard factory warranties.
4. During the course of assessment, calibration and repair service agreement, the Contractor shall advise and assist in the determination of improvements to the properties mechanical systems that may conserve energy and minimize utility expenditures.

5. Vendor will be paid in accordance with the hours acknowledged.
6. The Contractor shall be responsible to furnish all personnel, parts, materials, test equipment, tools and services required for assessment, calibration and repair service work. The Contractor shall issue to his/her mechanics on the job all-necessary and appropriate manufacturer's recommended maintenance and service procedures.
7. If Contractor is unable to respond in times as outlined by the City, the City will have the right to call in another vendor to perform work and charge the Contractor.

Hours of Work/Emergency Repair Services:

1. General repair work shall be performed between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday and shall be expeditiously scheduled and completed to the satisfaction of the City.
2. The Contractor shall provide emergency HVAC repair services at the City properties referenced, on an as needed basis. Emergency services shall be considered as repair calls in addition to the scheduled preventive maintenance calls. The Contractor shall not proceed with an emergency repair without authorization by the Public Works Superintendent,
3. Emergency repair service and maintenance calls shall be available 24 hours per day 7 days per week. The contractor will respond to all emergency calls by telephoning the City designee within two (2) hours of the emergency call. All emergency repairs should be made before the service person leaves for the day. If the problem is not found within two hours, the City shall not pay for the two hours of work.
4. The Contractor is required to have an authorized City of Linwood employee sign a work voucher, prepared by the Contractor, for all required emergency repairs immediately upon the completion of the repair. The Contractor shall prepare a service report for each emergency report explaining what piece(s) of equipment and/or device(s) failed, and

what events led to this emergency. A copy of the signed work voucher, the service report and the work invoice shall be sent to the Superintendent of Public Works

5. Contractor may charge the City a maximum markup of 10% above Contractor's cost for all materials and services required during emergency services. Contractor shall provide the City with copies of all receipts and/or bills for materials and services resulting from emergency services.
6. A preset hourly rate for emergency services shall be determined for normal working hours, overtime hours and holiday hours and shall be quoted on the Proposal form.

Rate Schedule

1. Contractor shall bid an hourly rate for normal working hours, which shall include all costs; labor, travel, profit and overhead. Only one mechanic will be used per work assignment unless otherwise specified prior to the work being completed.
2. Contractor shall also provide an overtime rate per hour for overtime hours, and holidays.
3. Award of contract shall be made to the lowest responsible quote based on the Unit Price Basis (Hourly Rate) for straight time. Should there be two or more bidders with the same lowest hourly rate, the lowest percentage of markup on parts will determine the lowest successful proposal.
4. The proposal for basic services does not include parts or equipment.

Bidder Qualifications:

- A. Contractor shall have in his/her employ; manufacturer's trained and certified technicians with direct experience servicing mechanical systems at similar buildings. Contractor's past maintenance and repair experiences shall include at minimum, similar air handling units, condensing units, fans, variable frequency drives, boilers and burners, water treatment, and Direct Digital Control (DDC) systems.
- B. The City may conduct such investigations as deemed necessary to determine the ability of the Contractor to perform the work and the quote shall furnish to the City all such information and data for this purpose as the City may request.
- C. The City reserves the right to reject any proposal if its investigation of such proposal fails to satisfy the City that the Contractor is properly qualified to carry out the terms and conditions of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted. All proposals shall submit written references for work done during the last 18 months and must be of a similar nature, i.e. HVAC work.
- D. The Contractor must provide, upon request, at least two references for which the Contractor has provided similar assessment, calibration and repair services for similar building mechanical and control systems.

Assessment, Calibration and Repair Service Procedures:

1. There shall be no less than two (2) preventive maintenance service calls per year, per property location. After each service maintenance call, a signed service report shall be left with the City's Public Works Superintendent detailing work performed.
2. Contractor is responsible for all repairs as identified in these specifications. Unless specifically identified as a unit or device to be replaced, Contractor is responsible only to repair, where practically possible, all items specified to be checked or inspected, when proper operation is not verified. When a unit or component is found to be faulty and the cost of the required repair exceeds the item's replacement value, the Contractor shall immediately notify the City of this occurrence, and shall further prepare and submit to the City a proposal for the replacement of the faulty item.

Parts Equipment

The contractor shall list the percentage of markup they will charge the City over the invoice price and shall include copies of invoices with each billing. The Contractor shall reflect any changes and maintain as current all existing drawings and documents relating to the equipment or systems.

Minimum Rates of Pay

Prevailing Rate of Wages shall apply to all City contractors for public work, which are in excess of \$2,000.00. The contractor is put on notice that he must pay workmen not less than prevailing wage rate promulgated by the New Jersey Department of Labor and Industry for this project if the awarded amount is over \$2,000.00 pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56 et. Seq.)

In the event it is found that any workman employed by the Contractor has been paid a rate of wages less than the prevailing wage required to be paid by the Contractor, the City may terminate the Contractor's right to proceed with the work, or such parts of the work as to which there has been a failure to pay the required wages, and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the City for any excess costs occasioned thereby.

It is the sole responsibility of the successful bidder to comply with all Federal, State and Local statutes concerning salaries and wages. No bidders quoting on this proposal shall be a firm that is disbarred, suspended or disqualified from bidding on, award of, or providing service and/or materials on New Jersey State Contracts.

HOURLY RATE FOR STRAIGHT TIME, OVERTIME AND HOLIDAY TIME MUST BE AT CURRENT PREVAILING WAGE OR HIGHER OR PROPOSAL SHALL BE REJECTED. TO OBTAIN INFORMATION ABOUT THE PREVAILING WAGE CALL THE STATE OF NEW JERSEY DIVISION OF WAGE AND HOUR COMPLIANCE AT (609) 292-2337.

Contract Term

This contract shall be for a period of two years from the date of the award, unless sooner revoked by the City of Linwood for non-compliance with its provisions or if the funds are exhausted prior to its termination date.

Billing

Contractor shall submit all invoices within thirty (30) days of the work being completed. Any invoices received after this thirty (30) day period will not be paid.

With each invoice, which must break out parts and labor costs, the contractor shall supply a detailed report for each inspection/visit stating what tasks were performed and the status of equipment with any recommendations to improve the efficiency.

Payment

The City shall make payment monthly to the contractor for the total number of hours of service rendered at the established hourly rate after approval by the City Administrator. Each bill shall include the date of service, a copy of the parts or equipment invoice, a standard City invoice and the slip signed by the contact person.

Termination of Contract

1. Termination of Convenience: The City may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The City shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the City. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor shall not be entitled to reimbursement for any costs incurred by the Contractor up to the date of termination.
3. Termination of either type shall be completed by giving ten (10) days notice in writing to the other party of its intentions to do so with the terms and conditions of the agreement. In the event the City cancels the contract, the Contractor shall only be entitled to payment for work properly performed or completed.

Award of Contract

The contractor shall establish an hourly rate (Unit Price) for service performed. Award of a contract shall be on a Unit Price Basis (straight time) to the lowest responsible contractor. This rate will be used for any decreases or increases in contract costs. Should there be two or more contractors with the same lowest hourly rate, the lowest percentage of markup on parts, over invoice price, will determine the lowest successful contractor.

CONTACTOR IS MANDATED TO PROVIDE REGULAR HOURLY RATE, OVERTIME RATE; HOLIDAY RATE OF PAY ON THE PROPOSAL FORM OR PROPOSAL SHALL BE REJECTED. Should the lowest responsible contractor be above the budget appropriation, the City reserves "the right to reject all bids or amend estimated number of hours". The reputation of the contractor regarding adequacy of their past skillful performance of work, of the type and magnitude required herein, shall be considered in determining the contractor's responsibility when making the award.

PROPOSAL FORM DATE: 4/11/23

Straight time hourly rate
Normal workday is 8:00 a.m. to 4:00 p.m. \$90/hr

Overtime rate \$140/hr

Holiday rate \$180/hr

THE FOLLOWING ITEM (S) SHOULD BE SUBMITTED WITH THE PROPOSAL

1. New Jersey Business Registration Form

Javier Rivera Shore Solutions Mech.
Person/Title Name of Company
Javier Rivera Contracting, LLC
BY: Signature

621 E. Seaview Ridge Drive
Street Address City State/Zip Code
Galloway, NJ 08205

Telephone # 609 748 1010 Fax # _____

03/12/13

Taxpayer Identification# 462-224-874/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
BUSINESS REGISTRATION CERTIFICATE		
TAXPAYER NAME:	TRADE NAME:	
SHORE SOLUTIONS MECHANICAL CONTRACTING L		
ADDRESS:	SEQUENCE NUMBER:	
106 KENSINGTON DRIVE SMITHVILLE NJ 08205	1780176	
EFFECTIVE DATE:	ISSUANCE DATE:	
03/12/13	03/12/13	
	Director New Jersey Division of Revenue	
FORM-BRC	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

RESOLUTION NO. 86, 2023

A RESOLUTION AUTHORIZING A USE AND OCCUPANCY AGREEMENT WITH MAINLAND REGIONAL HIGH SCHOOL ON BEHALF OF MRHS SUPPORT OUR TROOPS CLUB

WHEREAS, the City of Linwood owns the City Ambulance Building located on Patcong Avenue in the City of Linwood; and

WHEREAS, MRHS Support Our Troops Club has requested to utilize and occupy a storage room in the building for the purpose of collection and storage of food products for charitable purposed; and

WHEREAS, a Use and Occupancy Agreement has been prepared to allow MRHS Support Our Troops Club to utilize the building and the Common Council of the City of Linwood is desirous of entering into the aforesaid agreement;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Linwood that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute an Agreement on behalf of the City of Linwood with the MRHS Support Our Troops Club for utilization of the City Ambulance Building.

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 26th day of April, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of April, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT, is made this 1st day of May, 2023 by and between Mainland Regional High School on behalf of the MRHS Support Our Troops Club, (designated as "MRHS"), and the City of Linwood, (designated as the "City").

WHEREAS, the City owns the City Ambulance Building, (designated the "Building"), located on Patcong Avenue in the City of Linwood; and

WHEREAS, MRHS has requested to utilize and occupy a storage room in the Building for the purpose of collection and storage of food products for charitable purposes; and

WHEREAS, the City supports the charitable endeavors of the MRHS Support Our Troops Club and is agreeable to leasing the storage room for the intended purposes on certain terms and conditions;

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and the following mutual covenants and agreements, the parties hereto agree as follows:

1. The MRHS Support Our Troops Club shall be permitted to utilize the designated storage room located in the Building for the charitable purpose of collection and storage of food products. This use shall include necessary access to the Building in order to gain access to the storage room.
2. No legal title or leasehold interest in the Building shall be deemed or construed, created or vested in MRHS by this Agreement. Occupant shall occupy the Property as a licensee. It is expressly understood and agreed that MRHS is not a tenant or lessee, the City is not a landlord, and MRHS does not have such rights as exist at law regarding landlord/tenant rights, including, without limitation, N.J.S.A. 2A:18:61-1, et seq.
3. MRHS shall pay to the City the sum of \$1.00 for the use of the storage room in the building for the full term of this Agreement.
4. The right to occupy the Building in accordance with the above agreement shall be for a term of one (1) year commencing on May 1, 2023 and terminating midnight of April 30, 2024, unless otherwise agreed to in writing by the parties hereto.
5. Should MRHS not vacate the Building on or before May 1, 2024 and in the further event that this Agreement has not been extended in writing by the parties hereto, then and in that event the City may pursue its right to specifically enforce the terms of this Agreement in order to obtain possession of the Building.

6. In case of the destruction or damage of any kind whatsoever to the Building or any portion thereof, resulting from the use of the Building by MRHS as per the terms of this Agreement, other than due to the City's sole negligence, MRHS shall be responsible for the repair of such damage. The cost, less the net proceeds of any applicable insurance, shall be paid by MRHS.

7. MRHS at its own cost and expense, shall obtain or provide and keep in full force during the term of this Agreement, insurance covering loss or damage to personal property of MRHS and now herein releases the City from any and all responsibility or liability for any loss or damage to such personal property. MRHS also agrees to hold the City harmless and indemnify it from and against any loss, claims, expense or liability, including attorney's fees, arising out of the loss or damage to the Building or any personal property or injuries to any persons arising out of the use of the Building by MRHS from any cause whatsoever. MRHS shall further name the City as an additional insured on a liability policy having minimum limits of \$1M for any and all claims or injuries that may arise from the use of the Building and storage room by MRHS.

8. MRHS covenants and agrees that it shall leave the premises in as good condition as they are in on the date of this Agreement. Any expenses incurred for repairs shall be the sole responsibility of MRHS. It is agreed and understood that the costs of any damages to the Building during the period of possession thereof and caused as a result thereof by MRHS, pursuant to this Agreement, shall be the sole responsibility of MRHS and shall be paid for by MRHS.

11. All notices shall be sent by certified mail, return receipt requested, to all parties and are deemed received when sent. Notices shall be sent to MRHS at Oak Avenue, Linwood, New Jersey 08221 and to the City at 400 Poplar Avenue, Linwood, New Jersey 08221.

12. This Agreement is binding on the parties, their successors, assigns, heirs, and administrators or executors.

13. This Agreement contains the entire agreement of the parties and shall not be modified, altered or changed unless in writing and signed by all the parties hereto.

WITNESS: MAINLAND REGIONAL HIGH SCHOOL
MRHS SUPPORT OUR TROOPS CLUB

WITNESS: CITY

LEIGH ANN NAPOLI
MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION NO. 87, 2023

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO PARTICIPATE IN THE ATLANTIC COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the City of Linwood has opted to participate in the Atlantic County Community Development Block Grant (CDBG) Program for FY 2023; and

WHEREAS, as a participant, the City of Linwood expects to be allocated \$15,000.00 for Fiscal Year 2023; and

WHEREAS, in order to be allocated CDBG funds, the City of Linwood must enter into an interlocal service agreement with the Atlantic County Improvement Authority, the administrator of the Atlantic County CDBG Entitlement Program;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Agreement by and between the Atlantic County Improvement Authority and the City of Linwood, which is attached hereto, is approved and the Mayor and the Municipal Clerk are hereby authorized, empowered and directed to sign said agreement.

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 26th day of April, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of April, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 89, 2023

A RESOLUTION CERTIFYING COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Linwood, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

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 26th day of April, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of April, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____