

**LINWOOD COMMON COUNCIL**  
**CAUCUS AGENDA**  
**August 9, 2017**  
**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 DePamphilis \_\_\_ Mr. Beinfest \_\_\_\_\_ Mrs. DeDomenicis \_\_\_\_\_  
                                      Mr. Ford \_\_\_\_\_ Mr. Gordon \_\_\_\_\_ Mr. Heun \_\_\_\_\_  
                                      Mr. Matik \_\_\_\_\_ Mr. Paolone \_\_\_\_\_  
  
    Also Present:            Mr. Youngblood \_\_\_ Mrs. Napoli \_\_\_\_\_ Mr. Polistina \_\_\_
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilman Beinfest
  - A. Neighborhood Services
5. Councilwoman DeDomenicis
  - A. Public Works
    1. Resolution authorizing a Separation Agreement with Henry S. Kolakowski
6. Councilman Ford
  - A. Planning & Development
    1. Resolution authorizing the refund of unused escrow funds for a Dumpster Permit Application
    2. Resolution authorizing award of a Contract for the provision of Electric Generation Supply Service for the South Jersey Power Cooperative
7. Councilman Gordon
  - A. Engineering
    1. Resolution approving a Change Order with Arawak Paving for Hamilton Ave et al resurfacing
8. Councilman Heun
  - A. Public Safety
    1. Ordinance amending salary Ordinance to include Special Law Enforcement Officer Class III – final reading
    2. Resolution to hire Robert Wright as a Special Class III Officer
9. Councilman Matik
  - A. Revenue & Finance
    1. Resolution authorizing a refund of an overpayment of taxes for 505 Kirklin Avenue
    2. Resolution authorizing the renewal of membership in the Joint Insurance Fund - Paul Mioła, Executive Director of the JIF to speak at regular meeting
  - B. Resolution to award a Contract with Liberty Parks & Playgrounds for playground equipment
  - C. SeeClickFix
10. Council President Paolone
  - A. Administration
    1. Liquor License for Berlin Road Investments, LLC
11. Mr. Youngblood



ORDINANCE NO. 8, 2017

AN ORDINANCE AMENDING ORDINANCE NO. 2 of 2017, AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATIONS AND SALARY RANGES OF OFFICERS AND EMPLOYEES 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: Section 1 of Ordinance No. 2 of 2017 is hereby amended to include the following:

<u>PART TIME HOURLY</u>	<u>RANGE</u>
Special Law Enforcement Officer Class III	\$8.44 to \$35.00

SECTION 2: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 3: Should any section, 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 retroactively to January 1, 2017 upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>July 12, 2017</i>
<i>PUBLICATION:</i>	<i>July 17, 2017</i>
<i>PASSAGE:</i>	<i>August 9, 2017</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, July 12, 2017 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 9, 2017.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

**RESOLUTION No. 134, 2017**

A RESOLUTION AUTHORIZING THE REFUND OF A TAX OVERPAYMENT OF THE 2017 2ND TAX PAYMENT MADE FOR BLOCK 2, LOT 13.03, LOCATED AT 505 KIRKLIN AVENUE, IN THE CITY OF LINWOOD

**WHEREAS**, Henry & Barbara Madamba, are the owners of Block 2, Lot 13.03 Located at 505 Kirklin Avenue, in the taxing District of the City of Linwood; and

**WHEREAS**, the 2017 2nd Quarter was paid on 505 Kirklin Ave; on February 23, 2017 the owner received a 100% Totally Disabled Veteran Exemption Status towards the Property Taxes; and the Mortgage Holder made a payment on May 4, 2017; and

**WHEREAS**, Corelogic has requested the refund of the 2017 2nd Quarter Taxes in the amount of \$2,209.49 for the property taxes;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of Corelogic, in the amount of \$2,209.49 which is the amount of the overpayment to said property owners.

Corelogic  
Attn: Refunds Dept  
Mail Code: DFW 1-3  
1 Corelogic Drive  
Westlake, TX 76262

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 9th day of August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2017.

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

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

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

**RESOLUTION No. 135, 2017**

**A RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE PROVISION OF  
ELECTRIC GENERATION SUPPLY SERVICE FOR THE SOUTH JERSEY POWER  
COOPERATIVE**

**WHEREAS**, the South Jersey Power Cooperative (SJPC) is a purchasing cooperative that consists of various counties and their participating co-op members, and includes numerous municipalities, K-12 school districts, vocational-technical schools, utilities authorities and other municipal agencies. The City of Linwood is a Participating Member of the SJPC through our respective county pricing co-operative; and

**WHEREAS**, the County of Camden is the current and acting lead purchasing agency for the SJPC; on behalf of the SJPC, Camden County publicly advertised bids for the purpose of procuring Electric Generation Supply Service (Bid #A15-17); and

**WHEREAS**, the County of Camden received and opened bids on Thursday, July 20, 2017 for Electric Generation Supply Service for the SJPC; and

**WHEREAS**, South Jersey Energy Company was the lowest responsible bidder for the Secondary-service electric accounts located within the Atlantic City Electric Company (ACE) service territory. This low bid rate is \$0.0735 per kilowatt-hour (kWh); the City of Linwood hereby acknowledges and accepts this bid rate for a service period of 24-months, commencing in August 2017; and

**WHEREAS**, on behalf of the Participating Members of the SJPC, the County of Camden has executed a master agreement with South Jersey Energy Company and a master agreement with Constellation Energy, Inc. for the needs of the Participating Members of the SJPC as described above commencing on the above specified dates; and

**WHEREAS**, each currently Participating Member of the SJPC, including the City of Linwood shall encumber funds in accordance with applicable law and hereby acknowledge the terms and conditions of the aforementioned bid and master contract to which it will be bound for the duration of the agreement as noted herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, County of Atlantic, that the Contract for Electric Generation Supply be and is hereby awarded to South Jersey Energy Company, 1300 Route 73 North, Suite 308, Mt. Laurel, New Jersey 08054 as set forth in the bid submitted, which is attached hereto and incorporated herein.

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 9th day of August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2017.

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

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

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

Camden County - ITB No. A15-17  
South Jersey Power Cooperative Electricity Bid Award Results

Bid Pricing Option <sup>1</sup>	Utility	Rate Class	Current Contract Rate <sup>2</sup>	12 Month Awarded Bid	Awarded Bid	% Difference	Estimated Annual Usage (KWH) <sup>3</sup>	Projected Annual Savings
1	ACE	MGS,AGS,DDC	\$ 0.0737	\$ 0.0735	South Jersey Energy	-0.2%	86,169,912	\$ 11,202
2	ACE	SPL, CSL	\$ 0.0539	\$ 0.0392	Constellation	-27.2%	24,246,733	\$ 355,700
3	ACE	AGS-P, MGS-P	\$ 0.0795	\$ 0.0645	South Jersey Energy	-18.8%	21,952,493	\$ 328,848
4	PSEG	GLP, LPLS	\$ 0.0952	\$ 0.0904	Constellation	-5.1%	42,488,993	\$ 206,921
5	PSEG	BPL, PSAL	\$ 0.0528	\$ 0.0437	Constellation	-17.2%	3,722,154	\$ 33,872
7	PSEG	LPLP	\$ 0.0813	\$ 0.0720	Constellation	-11.5%	32,092,695	\$ 300,709
9	PSEG	LPLP, HTS	\$ 0.0813	\$ 0.0629	South Jersey Energy	-22.7%	37,943,144	\$ 700,810
<b>SJPC Total</b>							<b>248,616,124</b>	<b>\$ 1,938,061</b>

<sup>1</sup>Pricing Option 9 is for a block and index product, specific to the Camden County Municipal Utilities Authority (CCMUA). This product is comprised of a fixed price block of power representing 95% of the CCMUA's total projected annual load. The bid was awarded to the supplier that provided the lowest fixed price block of power. In order to compare the estimated unit cost of the CCMUA's block and index product to their current contract price, the following, pass through charges and estimates were added to the awarded fixed block price:

- Real-Time Energy Costs (the 5% of power not included in the block will be purchased on the real-time market)
- Capacity Costs
- Transmission Costs
- Ancillary Services
- Line Losses
- Sales and Use Tax

Award for Pricing Option 9 precluded award for Pricing Option 6 and Pricing Option 8.

<sup>2</sup>The Current Contract Rate in Pricing Options 2 and 5 reflects the Utility Price to Compare because there are not current contracts for the rate classes included in these pricing options.

<sup>3</sup>Based on data available at time of bid.



To: Participating Members of the SJPC  
From: Anna Marie Wright, Purchasing Agent  
Date: July 31, 2017  
RE: ITB A15-17 Electric Generation Supply Service - Bid Summary and Results  
Cc: C. Bedwell, Mondre Energy, Inc.

Camden County, as lead agency for the South Jersey Power Cooperative, is pleased to provide the following summary relative to the procurement of electricity per ITB A15-17. As the memo below will show, significant savings have been achieved and Participating Entities are projected to save over \$1.9 million annually in the aggregate.

### Summary

Bids for retail electric generation supply service were received by Camden County via sealed bid on Thursday, July 20, 2017. This memo overview provides a summary of the bid information and results. If you have any questions concerning this document, you may feel free to contact either me or Mondre Energy directly.

### Bid Lots 1, 3 & 9 - Winning Bidder, Contact Information, Service Period and Prices

Winning Bidder: South Jersey Energy Company  
1300 Route 73 North, Suite 308  
Mt. Laurel, New Jersey 08054  
Judi Subers, Senior Account Executive  
Phone: (609) 204-3954 cell  
Fax: (484) 991-8926  
Email: [jsubers@sjindustries.com](mailto:jsubers@sjindustries.com)

### Bid Lots 2, 4, 5 & 7 - Winning Bidder, Contact Information, Service Period and Prices

Winning Bidder: Constellation Energy, Inc.  
1310 Point Street  
Baltimore, MD 21231  
Shaun Bodrog, Senior Business Development Manager  
Phone: (609) 351-9876  
Fax: (856) 283-4040  
Email: [shaun.bodrog@constellation.com](mailto:shaun.bodrog@constellation.com)

SJPC Consultant: Mondre Energy, Inc.  
 1800 JFK Boulevard, Suite 1504  
 Philadelphia, PA 19103  
 Clay Bedwell, Energy Procurement Manager  
 Phone: (215) 988-0577  
 Fax: (215) 988-0579  
[cbedwell@mondreenergy.com](mailto:cbedwell@mondreenergy.com)

Service Period:

Service Start: First meter read after August 31, 2017  
 Service End: August 2018 (ends with each account's September's 2018 meter read date)  
 Term of Service: 12 months

Bid Pricing:

Firm, Fixed Pricing

Bid Lot	Utility	Rate Code	Term (months)	Awarded Supplier	Bid Price \$/kWh
1	ACE	MGS,AGS,DDC	12	South Jersey Energy	\$0.0735
2	ACE	SPL,CSL	12	Constellation	\$0.0392
3	ACE	AGS-P,MGS-P	12	South Jersey Energy	\$0.0645
4	PSEG	GLP,LPLS	12	Constellation	\$0.0904
5	PSEG	BPL,PSAL	12	Constellation	\$0.0437
7	PSEG	LPLP	12	Constellation	\$0.0720
9	PSEG	LPLP,HTS	12	South Jersey Energy	\$0.0359*

\*Block Price Only per ITB Technical Specifications

Projected Savings by Bid Lot (see attached list of Participating Entities by Bid Lot):\*\*

Bid Lot 1	\$ 11,202
Bid Lot 2	\$355,700
Bid Lot 3	\$328,848
Bid Lot 4	\$206,921
Bid Lot 5	\$ 33,872
Bid Lot 7	\$300,709
Bid Lot 9	\$700,810
<b>Total</b>	<b>\$1,938,061</b>

\*\*Project Savings as Compared to Current Contract Rate

Billing and Payment Terms:

Each Participating Entity shall receive a separate monthly bill from the awarded supplier for the electric generation supply. Billing for each SJPC Member shall be based upon the applicable Local Distribution Company's (utility) meter readings by location.

Your respective utility will continue to provide the delivery and distribution of the electric generation supply and will continue to bill members for this service. The utility is responsible for maintaining the existing network of wires, pipes and poles that make up the delivery system, which will serve all consumers, regardless of from whom they choose to purchase their electric generation supply.

Ongoing Contract Support

Throughout the term of this contract, you may contact Clay Bedwell, Energy Procurement Manager at Mondre Energy for assistance with contract questions, billing issues and/or general energy related questions. Clay can be reached at T: 215-988-0577 or via email at [cbedwell@mondreenergy.com](mailto:cbedwell@mondreenergy.com).

**RESOLUTION NO. 136, 2017**

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING MEMBERSHIP IN THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

**WHEREAS**, the City of Linwood is a member of the Atlantic County Joint Insurance Fund (hereinafter the "FUND"); and

**WHEREAS**, said membership terminates as of January 1, 2018 unless earlier renewed by agreement between the CITY OF LINWOOD and the FUND; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)(m) provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the subject matter is for the purchase of insurance coverage and consultant services, provided that the award is in accordance with the requirements for extraordinary unspecifiable services; and

**WHEREAS**, N.J.S.A. 40A:11-6.1(b) provides that the CITY OF LINWOOD shall make a documented effort to secure competitive quotations; however, a Contract may be awarded upon a determination, in writing, that the solicitation of competitive quotations is impracticable; and

**WHEREAS**, in accordance with N.J.A.C. 5:34-2.3, a designated official of the CITY OF LINWOOD, has filed a certificate with the governing body describing in detail, as set forth below in this Resolution, why this Contract meets the provisions of the statutes and the regulation and why the solicitation of competitive quotations is impracticable; and

**WHEREAS**, it has been determined that the purchase of insurance coverage and insurance consultant services by the CITY OF LINWOOD requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

**WHEREAS**, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the CITY OF LINWOOD; and

**WHEREAS**, it is the goal of the CITY OF LINWOOD to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

**WHEREAS**, the FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

**WHEREAS**, since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

**WHEREAS**, the FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

**WHEREAS**, the FUND provides the CITY OF LINWOOD with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

**WHEREAS**, the FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

**WHEREAS**, as an existing member of the FUND, the CITY OF LINWOOD would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to its members; and

**WHEREAS**, the membership of the FUND includes many neighboring municipalities that uniquely have similar exposures to the CITY OF LINWOOD, and with whom the CITY OF LINWOOD has existing inter-local arrangements; and

**WHEREAS**, all of the aforementioned factors categorize the award of the Contract as an "extraordinary, unspecifiable service" that cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the CITY OF LINWOOD'S membership in the FUND; and

**WHEREAS**, for all of the aforementioned reasons, it is impracticable for the CITY OF LINWOOD to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services; and

**WHEREAS**, the FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

**WHEREAS**, N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a CITY OF LINWOOD or any board, body, officer, agency or authority thereof; and

**WHEREAS**, the FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

**WHEREAS**, for all of the aforementioned reasons, the CITY OF LINWOOD desires to enter into a Contract to renew its membership with the FUND for a period of three (3) years, for insurance coverage and consultant services, as an exception to the public bidding requirements of the Local Public Contracts Law.

NOW THEREFORE, BE IT RESOLVED, by the governing body of the CITY OF LINWOOD as follows:

1. The City of Linwood agrees to renew its membership in the FUND and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the FUND.
2. The Mayor and Clerk of the City of Linwood shall be and hereby are authorized to execute the "Contract to Renew Membership" annexed hereto and made a part hereof and to deliver same to the FUND evidencing the City of Linwood's renewal of its membership.
3. In accordance with N.J.A.C. 5:34-2.3, the certificate of a designated official of the City of Linwood, which details why the solicitation of competitive quotations is impracticable, is attached hereto and made a part of this Resolution.
4. The Clerk of the City of Linwood is authorized and directed to place a notice of the adoption of this Resolution and the award of this Contract in the official newspaper 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 9th day of August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2017.

\_\_\_\_\_ Affirmative          \_\_\_\_\_ Negative          \_\_\_\_\_ Abstentions

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

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

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

AGREEMENT TO RENEW MEMBERSHIP TO THE ATLANTIC COUNTY MUNICIPAL JOINT  
INSURANCE FUND

**WHEREAS**, the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND") is a duly chartered Municipal Joint Insurance Fund as authorized by NJSA 40A:10-36 et seq.; and

**WHEREAS**, the City of Linwood is currently a member of said FUND;  
and

**WHEREAS**, effective January 1, 2018, said membership will expire unless earlier renewed; and

**WHEREAS**, the Governing Body of the City of Linwood has authorized the entry into this Contract to renew said membership through the adoption of a Resolution No. 136 of 2017 which details the reasons for renewing said membership with the FUND; and

**WHEREAS**, the FUND has agreed to offer renewal of membership of the City of Linwood in the FUND.

**NOW, THEREFORE**, it is hereby contracted and agreed between the FUND and the City of Linwood as follows:

1. The City of Linwood hereby renews its membership in the FUND for a three (3) year period, beginning January 1, 2018 and ending January 1, 2021 as authorized by Resolution No. 136 of 2018.
2. The City of Linwood hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operating documents of the FUND as from time to time amended and altered by the FUND and/or the Department of Banking and Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The City of Linwood shall be a participating member of the FUND for the three (3) year term of this Contract, and the City of Linwood shall comply with all the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of the City of Linwood in the FUND, the FUND has agreed to the continuing membership of the City of Linwood subject to the continuing approval of the Commissioner of Banking and Insurance, to accept the renewal application of the City of Linwood.

This Contract was executed this 9th day of August, 2017 as the lawful and binding act and deed of the City of Linwood and the FUND, and the execution of this Contract has been duly authorized by Resolution No. 136 of 2017 of the governing body of the City of Linwood.

CITY OF LINWOOD

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

FUND

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson



## CERTIFICATE OF A DESIGNATED OFFICIAL

In accordance with N.J.A.C. 5:34-2.3, I, \_\_\_\_\_ am the designated official of the \_\_\_\_\_ (hereinafter the "MUNICIPALITY"), and I am certifying to the governing body, in detail, why the Contract with the FUND, meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable. The reasons are as follows:

- 1) The purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and
- 2) Insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and
- 3) It is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and
- 4) The FUND has provided comprehensive insurance coverage to member municipalities since 1987; and
- 5) Since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and
- 6) The FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and
- 7) The FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and
- 8) The FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and
- 9) As an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and
- 10) The membership of the FUND includes many neighboring municipalities that uniquely have similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

- 11) The FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and
- 12) N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and
- 13) The FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and
- 14) The coverage and services provided under the Contract with the Fund cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and
- 15) It is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services.

Signature of Designated Official:

\_\_\_\_\_

Dated:

\_\_\_\_\_

**RESOLUTION No. 137, 2017**

A RESOLUTION AWARDING THE CONTRACT TO LIBERTY PARKS AND PLAYGROUNDS, INC. FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FOR THE CITY OF LINWOOD UNDER THE NATIONAL JOINT POWERS ALLIANCE CONTRACT #030117-LTS

**WHEREAS**, quotes have been received with regard to the installation of playground equipment for the City of Linwood; and

**WHEREAS**, all quotes have been reviewed and a recommendation has been made with regard to same;

**WHEREAS**, a quote has been obtained by Liberty Parks & Playgrounds, Inc. under the National Joint Powers Alliance Contract #030117-LTS in the amount of \$177,324.00 for the purchase of new playground equipment; and

**WHEREAS**, the quote submitted has been received, reviewed and recommendations have 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 purchase of playground equipment for the City of Linwood be and is hereby awarded to Liberty Parks & Playgrounds, Inc., PO Box 216, 78 Sunrise Drive, Clayton, DE, 19938, under the National Joint Powers Alliance Contract #030117-LTS, for and in the total amount of \$177,324.00, as set forth in the proposal 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 Liberty Parks & Playgrounds, Inc. in accordance with the terms and conditions set forth in the 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 9th day of August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 9th day of August, 2017.

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

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

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

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk  
**Date:** 8-03-17  
**Re:** Availability of Funds-Playground Equipment for Memorial Park

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$3,969.83 are available under the Capital Ordinance 14-08A Improvements to Buildings and Grounds, \$1,969.87 is available under Capital Ordinance 14-07H Improvements to Buildings and Grounds, \$3,453.16 is available under Capital Ordinance 13-12D Improvements to Recreation Field, \$17,931.14 is available under Capital Ordinance 6-15C Various Recreation Projects and \$150,000.00 is available under Capital Ordinance 6-17A Improvements for Recreation Field. Funds will be encumbered to Liberty Parks and Playgrounds, Inc. 78 Sunrise Drive Clayton, DE 19938.



PO Box 216  
 78 Sunrise Drive  
 Clayton, DE 19938  
 877.376.7823  
[www.libertyparks.com](http://www.libertyparks.com)  
[info@libertyparks.com](mailto:info@libertyparks.com)  
 FEIN: 51-0394492

## PROPOSAL

**To:** Linwood City: All Wars Memorial Park (Option 4)  
 Leigh Ann Napoli  
 400 Poplar Avenue  
 Linwood, NJ 08221  
[lnapoli@linwoodcity.org](mailto:lnapoli@linwoodcity.org)  
 609-926-7970

**Re:** Playground, Amenities,  
 Surfacing & Installation

**Date:** August 9, 2017

Item	Qty	Description	Price
1	3	Miracle Model 1266: 6' Bench, 2-3/8" Legs MTherm, Permanent	\$1,251.00
2	1	Miracle Recreation Structure as shown on CD222199	\$59,595.00
3	1	Miracle Model 304: Ten Spin	\$2,915.00
4	1	Miracle Model 960: Lucky the Ladybug "C" Spring Rider	\$1,260.00
5	1	Miracle Model 961: Buzzy the Bumblebee "C" Spring Rider	\$1,172.00
6	1	Miracle Model 7148522: 5" OD Arch Swing Frame Only - 2 Seats Req	\$2,280.00
7	2	Miracle Model 7148522X: 5" OD Arch Swing Frame Extension MC	\$2,266.00
8	4	Miracle Model 2840: Slash Proof Seat 2/Chain (8' TR)	\$428.00
9	2	Miracle Model 2990: Tot Seat 360 Degree w/Chain (8' TR)	\$330.00
10	1	Miracle Model 7148521HX: 5" OD Arch Add-A-Bay 8' TR - 1 Therapeutic Swg Req	\$952.00
11	1	Miracle Model 2740: Therapeutic Swing Seat w/Chain for 8' TR	\$951.00
			\$73,400.00
			Discount (\$14,680.00)
			Freight \$5,304.00
			Subtotal \$64,024.00
12		Installation Miracle Equipment. Supply & Install 1 layer of duraliner and 4" stone base for approximately 4,800 sf of Poured-In-Place Rubber Surfacing. *Pricing is figured on top of existing conditions and no excavation or removal of sod. **Prevailing Wage Rates Apply.	\$37,000.00
13	5,000 sf	Products by Others: No Fault Poured-In-Place Rubber Safety Surfacing in 50% Standard Color (Terra Cotta Red, Blue, Green, Tan) / 50% Black, Installed over an approved sub-base (to be completed by others) at a 3-1/2" Depth. *Prevailing Wage Rates apply.	\$73,800.00
			Freight \$2,500.00
			Subtotal \$76,300.00
			<b>Total \$177,324.00</b>

*Discount per NJPA Contract # 030117-LTS*

**QUOTE VALID FOR 90 DAYS**

Prior to placement of order, please contact your representative with your color selections.

Current Delivery: 8 weeks for equipment, 2-3 additional weeks for installation

Delivery area **MUST** be Tractor Trailer Accessible. Lift gate service may be available for additional charge

Installation is not provided, unless included above. The following items are relevant to proposals involving installation:

Work area must be level and accessible by trucks and equipment necessary to perform the required tasks.

Owner to provide Dumpster at jobsite.

Site Security to be provided by owner for 48 hours after installation.

Any necessary permits are to be obtained by the owner unless otherwise noted.

The cost to locate and identify any PRIVATE utilities is the Owners. This includes anything not located by Miss Utility, NJ One Call or PA One Call. Repair of unidentified, unmarked underground private utilities that are damaged during construction is the responsibility of the Owner

Pricing assumes good soil conditions. Additional charges may be applied due to unforeseen circumstances; such as rock, buried debris, etc. Potentially avoid additional costs and delays by notifying us of any known obstructions.

If demolition of existing equipment is to be completed by the owner, it is imperative that all concrete footers be removed and replaced with clean, compacted fill.

An on site area shall be provided by the owner for the deposit of unused spoils (dirt, rock, debris, etc.) that are produced as a result of the work performed.

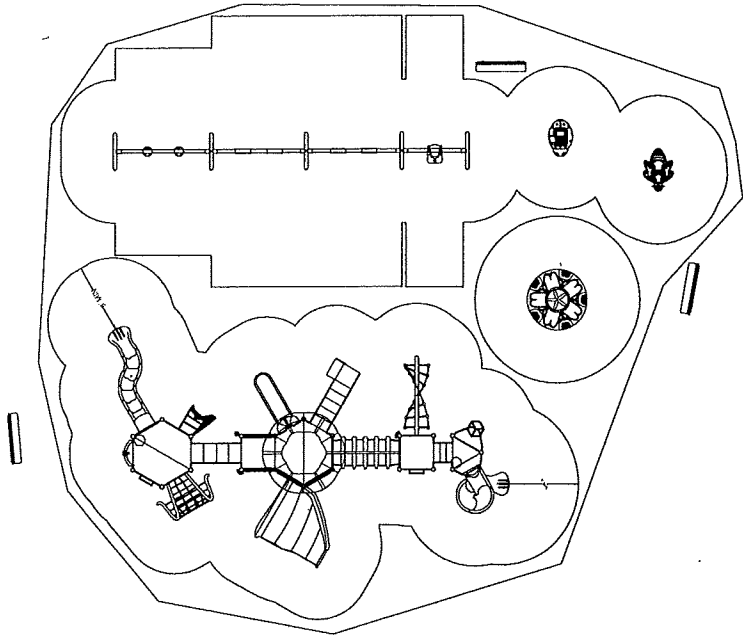
**Payment terms are Net-30 days with approved credit. Non-taxable customers will provide proper tax exemption certificate to Liberty Parks & Playgrounds, Inc. Purchase orders and payments should be made payable to the order of Liberty Parks & Playgrounds, Inc. I/we understand that all accounts are payable to Liberty Parks & Playgrounds, Inc. according to the terms shown on each invoice, and if not paid on or before said date, are then delinquent. I/we agree to pay any and all service charges (1.25% per month) added each month to past due invoices. All charges are due and payable in full at 78 Sunrise Dr., Clayton, DE 19938. To the extent the terms and conditions of any purchase order and/or order confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail.**

To be filled out by customer:

Accepted by:	_____	_____
	signature	date
	_____	_____
	please print name	title
<hr/>		
Ship To	_____	Name _____
	_____	_____
	street address	phone
	_____	_____
	city/town state zip	email address
Bill To	_____	Name _____
	_____	_____
	street address	phone
	_____	_____
	city/town state zip	email address
	_____	_____
	purchase order if applicable	

Linwood, NJ

5-12  
BLDG



<b>LIBERTY PARKS &amp; PLAYGROUNDS, INC.</b> 78 Sunrise Dr Clayton, DE PHONE NO: (302) 659-6083 FAX NO: (302) 659-5084	R0094_42956475230	To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.	
GROUND SPACE: 68'-0" x 53'-6" PROTECTIVE AREA: 81'-0" x 71'-6"	<input checked="" type="checkbox"/> COMPLIES TO ASTM/CPSC			AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS
DRAWN BY: Jim Wiesendanger DATE: 8/9/2017				



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

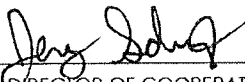
NJPA Contract #: 030117-LTS

Proposer's full legal name: PlayPower, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

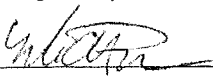
NJPA Contract # 030117-LTS

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name PLAYPOWER, INC.

Authorized Signatory's Title Chief Financial Officer

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

MICHAEL A. PRUSS  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on April 17, 2017

NJPA Contract # 030117-LTS

**RESOLUTION No. 138, 2017**

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED AS  
PART OF A DUMPSTER PERMIT APPLICATION

**WHEREAS**, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 on July 11, 2017 by Ken and Eileen Wallace for work being performed at 1904 Shore Road in the City of Linwood; and

**WHEREAS**, the project has been completed, no damage was done to the pavement, and all inspections have been finalized and approved; and

**WHEREAS**, no funds were utilized for the repair of said pavement and there remains a balance of \$500 to be refunded;

**NOW THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to Ken & Eileen Wallace, 222 Balfour Avenue, Linwood, NJ 08221 as unused escrow funds.

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 9th day of August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2017.

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

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

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

**RESOLUTION No. 139, 2017**

A RESOLUTION AUTHORIZING THE EXECUTION OF A SEPARATION AGREEMENT WITH  
HENRY S. KOLAKOWSKI

**WHEREAS**, Henry S. Kolakowski is an employee of the City of  
Linwood; and

**WHEREAS**, the terms and conditions of a Separation Agreement  
between Henry S. Kolakowski and the City of Linwood have been reached  
and have been embodied into a written document; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of  
authorizing the execution of said Separation Agreement on behalf of  
the City of Linwood;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City  
of Linwood that the Separation Agreement between Henry S. Kolakowski  
and the City of Linwood be and is hereby approved;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are  
hereby duly authorized, empowered and directed to execute the  
aforesaid Separation Agreement on behalf of the City of Linwood with  
Henry S. Kolakowski

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 9th day of  
August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 9th day of August, 2017.

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

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

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

**RESOLUTION No. 140, 2017**

A RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH ARAWAK PAVING COMPANY, INC. WITH REGARD TO THE HAMILTON AVENUE ET AL. RESURFACING IN THE CITY OF LINWOOD

**WHEREAS**, Change Order No. 1 with Arawak Paving Company, Inc. with regard to the Hamilton Avenue et al. Resurfacing has been submitted for review and approval; and

**WHEREAS**, recommendations have been made to authorize the Change Order which will result in an increase of the total contract price in the amount of \$12,465.75 in accordance with the attached Change Order incorporated herein and made part hereof;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Change Order No. 1 with Arawak Paving Company, Inc. regarding the Hamilton Avenue et al. Resurfacing be and is hereby authorized and approved;

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Linwood that the Mayor be and is hereby authorized and directed to execute Change Order No. 1 with regard to the above referenced project.

**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 9th day of August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2017.

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

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

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

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk  
**Date:** 08-08-17  
**Re:** Availability of Funds-Hamilton, Adams and Grant Ave Paving Change Order #1

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$12,465.75 are available under the 2016 NJDOT Grant for Hamilton, Adams and Grant Ave Paving. Funds will be encumbered to Arawak Paving Co., Inc. 7503 Weymouth Road Hammonton, NJ 08037.

**CONTRACT CHANGE ORDER**

CHANGE ORDER NO. 1

DATE August 3, 2017

CONTRACT NO. 12

PROJECT DESCRIPTION Hamilton Avenue et al. Resurfacing

CONTRACT DATE January 18, 2017

CONTRACTOR Arawak Paving Company, Inc.

REASON FOR CHANGE ORDER: Additional Curb & Drainage

CON. ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION	
				Additions	Deletions
	146.5 LF	Concrete Curb	\$37.50	\$5,493.75	
	42 LF	6" Ductile Iron Pipe	\$166.00	\$6,972.00	
			<b>Subtotal</b>	\$12,465.75	
			<b>Total</b>	<b>\$12,465.75</b>	

ACCEPTED: \_\_\_\_\_ CONTRACT AMOUNT \$ 151,900.00

\_\_\_\_\_  
CONTRACTOR                      DATE                      PREVIOUS CHANGE ORDERS                      \$ 0.00

APPROVAL RECOMMENDED: \_\_\_\_\_ THIS CHANGE ORDER No. 1                      \$ 12,465.75

\_\_\_\_\_  
POLISTINA & ASSOCIATES                      DATE                      TOTAL CHANGE ORDERS TO DATE                      \$ 12,465.75

APPROVED:

\_\_\_\_\_  
OWNER                      DATE

NOTE: All work under this Change Order to be done under applicable provisions of the contract. Change Order not valid unless properly authorized and approved.

POLISTINA & ASSOCIATES CONSULTING ENGINEERS EGG HARBOR TOWNSHIP, NEW JERSEY THE CITY OF LINWOOD						PAGE NO. 1 OF 3 APPLICATION NO. 1 PA# 7500.50 DATE 8/3/17
CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT UNDER CONTRACT WITH ARAWAK PAVING COMPANY, INC. January 18, 2017						
<b>CONTRACT NO. 12 - HAMILTON AVENUE ET AL. RESURFACING</b>						
ITEM NO.	DESCRIPTION	EST. TOTAL CONTRACT QUANTITY	QUANTITY PREVIOUS ESTIMATE	QUANTITY COMPLETED TO DATE	UNIT PRICE	AMOUNT
1	Mobilization & Permits	1 LS	0	0.4	\$10,000.00	\$4,000.00
2	Clearing Site	1 LS	0	0.4	\$10,000.00	\$4,000.00
3	Construction Layout	1 LS	0	0.4	\$1,009.53	\$403.81
4	Sawcutting, If & Where Directed	200 LF	0	0	\$0.01	\$0.00
5	Milling, 2" & Variable Depth	5,468 SY	0	0	\$3.20	\$0.00
6	Dense Graded Aggregate, 6" Thick	11 SY	0	0	\$9.00	\$0.00
7	Reconstructed Soil Aggregate Base Course, 6" Thick	1,098 SY	0	0	\$3.20	\$0.00
8	Hot Mix Asphalt, 19M64 Base Course, 4" Thick & Variable	10 TON	0	0	\$65.00	\$0.00
9	Hot Mix Asphalt, 12.5M64, Surface Course, 2" Thick & Variable	820 TON	0	0	\$65.00	\$0.00
10	Hot Mix Asphalt, 12.5M64, Leveling Course	20 TON	0	0	\$65.00	\$0.00
11	Asphalt Driveway Reconstruction	17 SY	0	0	\$40.00	\$0.00
12	Concrete Rocker Gutter, 3' Wide	60 LF	0	0	\$60.00	\$0.00
13	Concrete Driveway Apron, 6" Thick	25 SY	0	14	\$120.00	\$1,680.00
14	Handicapped Ramp with Detectable Warning Surface	8 UNIT	0	7	\$2,750.00	\$19,250.00
15	Reset Manhole Casting	4 UNIT	0	0	\$0.01	\$0.00
16	Reset Utility Valve Casting, If & Where Directed	15 UNIT	0	0	\$0.01	\$0.00
17	Type 'A' Inlet with Bicycle Safe Grate (0'-6' Deep)	4 UNIT	0	4.5	\$2,200.00	\$9,900.00
18	15" Perforated HDPE Pipe with Stone Trench (0'-6' Deep)	70 LF	0	70	\$120.00	\$8,400.00
19	12" RCP Pipe, Class V	25 LF	0	52	\$125.00	\$6,500.00
20	Stop Bar, Thermoplastic	6 UNIT	0	0	\$250.00	\$0.00
21	Sodding, If & Where Directed	100 SY	0	0	\$9.00	\$0.00
22	Construction Signs	224 SF	0	0	\$0.01	\$0.00
23	Traffic Drums	14 UNIT	0	0	\$0.01	\$0.00
24	Traffic Cones	70 UNIT	0	0	\$0.01	\$0.00
25	Traffic Director - Police	16 HR	0	0	\$70.00	\$0.00
26	Fuel Price Adjustment	1 LS	0	0	\$500.00	\$0.00
27	Asphalt Price Adjustment	1 LS	0	0	\$900.00	\$0.00
<b>TOTAL</b>						<b>\$54,133.81</b>
CO-1	Additional Curb & Drainage	1 LS	0	1	\$12,465.75	\$12,465.75
<b>TOTAL</b>						<b>\$12,465.75</b>

POLISTINA & ASSOCIATES		PAGE NO. 2 OF 3
CONSULTING ENGINEERS		APPLICATION NO. 1
EGG HARBOR TOWNSHIP, NEW JERSEY		PA# 7500.50
THE CITY OF LINWOOD		DATE 8/3/17
CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT UNDER CONTRACT WITH		
ARAWAK PAVING COMPANY, INC.		January 18, 2017
<b>CONTRACT NO. 12 - HAMILTON AVENUE ET AL. RESURFACING</b>		
Total Amount of Original Contract -----		\$151,900.00
Additional Curb & Drainage (Change Order No. 1) -----		\$12,465.75
Total Amount of Revised Contract -----		\$164,365.75
Total Amount of Work Completed to Date -----		\$66,599.56
Less 2% Retainage -----		\$1,331.99
Less Previous Payment -----		\$0.00
Total Amount Due This APPLICATION NO. 1 -----		\$65,267.57

CERTIFICATION OF CONTRACTOR

I Certify that all items, units, quantities, and prices of work and material shown in this Application for Payment are correct; that all work has been performed and materials supplied in full accordance with the terms of the contract documents between the City of Linwood and Arawak Paving Company, Inc. dated January 18, 2017 and all authorized changes thereto; that the foregoing is a true and correct statement of the contract up to and including the last day of the period covered by this application, and that no part of the stated amount due has been received.

BY: \_\_\_\_\_  
ARAWAK PAVING COMPANY, INC.

\_\_\_\_\_  
DATE

RECOMMENDED: \_\_\_\_\_  
POLISTINA & ASSOCIATES

\_\_\_\_\_  
DATE

APPROVED: \_\_\_\_\_  
THE CITY OF LINWOOD

\_\_\_\_\_  
DATE



MONTHLY PROGRESS REPORT

CONTRACT NO. 12 - HAMILTON AVENUE ET AL. RESURFACING

---

UNDER CONSTRUCTION BY: ARAWAK PAVING COMPANY, INC.  
(Contractor)

FOR: THE CITY OF LINWOOD  
(Client)

1 WORK INCLUDED IN THIS PROGRESS REPORT:

The Contractor has completed the following items: 14 square yards of concrete driveway apron, 7 handicapped ramps with detectable warning surfaces, 4.5 type 'A' stormwater inlets, 70 linear feet of 15" perforated pipe, 52 linear feet of 12" RCP pipe, 146.5 linear feet of concrete curb, and 42 linear feet of 6" ductile iron pipe.

2 CONDITIONS OF THE WORK:

Conditions of the work have been satisfactory.

3 APPLICATION OF THE AMOUNT AND VALUE OF THE WORK TO DATE UNDER THIS CONTRACT:

The Contractor has completed work on the contract valued at \$66,599.56 less 2% retainage. The amount due to the Contractor under Application No. 1 is \$65,267.57.

SUBMITTED BY: \_\_\_\_\_

Polistina & Associates  
Construction Services Representative

**RESOLUTION No. 141, 2017**

A RESOLUTION AUTHORIZING THE HIRING OF ROBERT WRIGHT AS A SPECIAL LAW ENFORCEMENT OFFICER, CLASS III, FOR THE CITY OF LINWOOD

**WHEREAS**, the City of Linwood is desirous of hiring a Special Law Enforcement Officer, Class III; and

**WHEREAS**, recommendations have been received to hire Robert Wright to fill such vacancy;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, County of Atlantic, that Robert Wright is hereby hired as a Special Law Enforcement Officer, Class III, effective August 9, 2017 at an hourly rate of \$25.00 as provided for in the Linwood Salary Ordinance and all amendments thereto.

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon satisfactory completed psychological, physiological, and background check on Robert Wright.

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 9th day of August, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2017.

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

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

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