

**LINWOOD COMMON COUNCIL  
CAUCUS AGENDA  
December 14, 2016  
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
1. Resolution authorizing submission of a grant extension for the Municipal Alliance Grant
5. Councilwoman DeDomenicis
- A. Public Works
6. Councilman Ford
- A. Planning & Development
7. Councilman Gordon
- A. Engineering
1. Resolution awarding a Contract to Arawak Paving for Hamilton Ave et al Resurfacing
8. Councilman Heun
- A. Public Safety
1. Resolution authorizing an Agreement for Shared Dispatch Services with EHT
2. Resolution supporting the Drive Sober or Get Pulled Over 2016 Year End Holiday Crackdown
9. Councilman Matik
- A. Revenue & Finance
1. Resolution authorizing the appointment of Glenn Insurance as the Risk Management Consultant for the JIF
2. Resolution authorizing budget appropriation transfers
3. Resolution canceling appropriation balances
4. Resolution authorizing a refund for an overpayment of taxes for 718 River Drive
10. Councilman Paolone
- A. Administration
1. Resolution scheduling the 2017 paid Holidays
2. Resolution scheduling the 2017 City Council Reorganization Meeting
3. Resolution establishing the Election of Linwood School Board Members as the first Tuesday after the first Monday in November
11. Mr. Youngblood
- A. Verizon Wireless request for Municipal Consent
- B. Patcong Creek open space property acquisition

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
December 14, 2016**

**CALL TO ORDER**

**FLAG SALUTE**      Councilman Brian Heun

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**RESOLUTIONS**

- 188-2016**      A Resolution authorizing 2016 budget appropriation transfers
- 189-2016**      A Resolution canceling appropriation transfers

**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.

- 179-2016**      A Resolution authorizing and scheduling paid holidays for Calendar Year 2017
- 180-2016**      A Resolution scheduling the 2017 Reorganization Meeting of the Common Council of the City of Linwood
- 181-2016**      A Resolution authorizing submission of a Grant Extension for the Linwood Municipal Alliance Grant
- 182-2016**      A Resolution awarding the Contract to Arawak Paving Company for Contract No. 12 – Hamilton Avenue et al Resurfacing
- 183-2016**      A Resolution establishing the Election of Members of the Linwood Board of Education as the first Tuesday after the first Monday in November
- 184-2016**      A Resolution authorizing the appointment of Glenn Insurance as the Risk Management Consultant for the Atlantic County Municipal Joint Insurance Fund
- 185-2016**      A Resolution authorizing an Agreement for Shared Emergency and Non Emergency Dispatch Services for the Municipalities of the City of Linwood and the Township of Egg Harbor
- 186-2016**      A Resolution supporting the Drive Sober or Get Pulled Over 2016 Year End Holiday Crackdown
- 187-2016**      A Resolution authorizing the refund of a tax overpayment for Block 119, Lot 2 (718 River Drive) in the City of Linwood

**APPROVAL OF BILL LIST: \$1,245,111.82**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

**RESOLUTION No. 188, 2016**

A RESOLUTION AUTHORIZING 2016 BUDGET APPROPRIATION TRANSFERS

**WHEREAS**, Budget transfers are permitted between budget appropriations as per N.J.S.A. 40A: 4-58 during the last two months of the year;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, Atlantic County and State of New Jersey that the list of 2016 Budget transfers be and the same are hereby approved.

**BE IT FURTHER RESOLVED**, that the Treasurer's Office shall be authorized to make further budget transfers if needed before December 31, 2016.

<u>Appropriation</u>	<u>From</u>	<u>To</u>
Police S/W	7,000.00	
Fire S/W		7,000.00
Totals:	7,000.00	7,000.00

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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

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

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

**RESOLUTION No. 189, 2016**

A RESOLUTION CANCELING APPROPRIATION BALANCES

**WHEREAS**, the following Current Fund budget appropriation balances remain unexpended:

Legal Services OE	3,000.00
Clerk OE	10,000.00
Group Insurance	20,000.00
Gasoline	3,000.00
Social Security	10,000.00
Natural Gas	10,000.00
Police S/W	50,000.00

**WHEREAS**, it is necessary to formally cancel said balances so that the unexpended balances may be credited to Surplus;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the above listed unexpended balances of the Current Fund be canceled.

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 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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

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

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

**RESOLUTION No. 179, 2016**

A RESOLUTION AUTHORIZING AND SCHEDULING PAID HOLIDAYS FOR CALENDAR  
YEAR 2017

**WHEREAS**, Ordinance 14 of 2010 authorizes the Common Council of the City of Linwood to schedule paid holidays for each calendar year; and

**WHEREAS**, the Common Council of the City of Linwood wishes to schedule all paid holidays for calendar year 2017;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Linwood, County of Atlantic, State of New Jersey hereby authorizes that the following days shall be paid holidays in the City of Linwood for calendar year 2017:

New Year's Day	01/02/17	Monday
Martin Luther King, Jr. Day	01/16/17	Monday
Presidents Day	02/20/17	Monday
Good Friday	04/14/17	Friday
Memorial Day	05/29/17	Monday
Independence Day	07/04/17	Tuesday
Labor Day	09/04/17	Monday
Columbus Day	10/09/17	Monday
Election Day	11/07/17	Tuesday
Veteran's Day	11/10/17	Friday
Thanksgiving Day	11/23/17	Thursday
Day After Thanksgiving	11/24/17	Friday
Christmas Day	12/25/17	Monday

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 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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

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

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

**RESOLUTION No. 180, 2016**

A RESOLUTION SCHEDULING THE 2017 REORGANIZATION MEETING OF  
THE COMMON COUNCIL OF THE CITY OF LINWOOD

**WHEREAS**, the Open Public Meetings Act (CH 231, PL 1975) provides for advance notice to the public for meetings of the Common Council;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the 2017 Reorganization Meeting of the Common Council of the City of Linwood shall be held on Thursday, January 5, 2017 at 6:00 P.M. at Linwood City Hall;

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be duly posted in the Linwood City Hall in accordance with the Open Public Meetings Act of 1975 and that said Resolution be forthwith mailed to the Mainland Journal and The Press by the Municipal Clerk.

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 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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

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

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

**RESOLUTION No. 181, 2016**

**A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT EXTENSION FOR THE  
LINWOOD MUNICIPAL ALLIANCE GRANT**

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

**WHEREAS**, The City Council of the City of Linwood, County of Atlantic, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

**WHEREAS**, City was approved for a Municipal Alliance grant for the July 1, 2017 through June 30, 2018 grant term; and

**WHEREAS**, the City Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

**WHEREAS**, the City Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Atlantic:

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby authorize the submission of the grant extension for the Linwood Municipal Alliance grant in the amount of:

DEDR	\$12,010.00
Cash Match	\$3,003.00
In-Kind	\$9,007.00

The City Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

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 14th day of December, 2016.

RESOLUTION NO. 181, 2016  
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 14th day of December, 2016.

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

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

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



**RESOLUTION No. 182, 2016**

A RESOLUTION AWARDING THE CONTRACT TO ARAWAK PAVING COMPANY FOR  
CONTRACT NO. 12 - HAMILTON AVENUE ET AL. RESURFACING

**WHEREAS**, the City of Linwood received bids for Contract No. 12 - Hamilton Avenue et al. Resurfacing in the City of Linwood on Wednesday, November 30, 2016 at 10:00 a.m. prevailing time; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Contract for Contract No. 12 - Hamilton Avenue et al. Resurfacing be and is hereby awarded to Arawak Paving Company, 7503 Weymouth Road, Hammonton, New Jersey 08037 for the Base Bid amount of \$151,900.00 as set forth in the bid submitted, which is attached hereto and incorporated herein;

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

\_\_\_\_\_  
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:** 12-1-16  
**Re:** Availability of Funds-Hamilton, Adams and Grant Ave Paving

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$151,900.00 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.



Vincent J. Polistina, PE, PP, CME  
Craig R. Hurless, PE, PP, CME

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

December 1, 2016

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

**Re: Report of Bids  
Hamilton et al. Resurfacing  
Contract No. 12  
Linwood, Atlantic County  
PA No. 7500.50**

Dear President Paolone and Council Members:

On November 30th, 2016 at 10:00 A.M., sealed bids were received by The City of Linwood for the "Hamilton Avenue et al. Resurfacing" Contract No. 12. A total of seven (7) contractors picked up bid documents during the bidding period and six (6) contractors submitted bids for the project. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidders Name	Total Bid
Arawak Paving, Co.	\$151,900.00
Landberg Construction	\$162,909.85
South State, Inc.	\$165,856.99
Jersey Construction, Inc.	\$178,213.00
Paving Plus	\$182,280.50
A.E. Stone, Inc.	\$184,000.00

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the bid was \$165,924.80. The lowest bid for the project submitted by Arawak Paving, Co. is approximately 8% below the Engineer's Estimate for the bid.

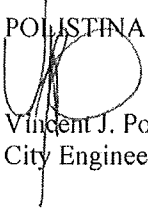
Based on an analysis of the bids received, the Engineer's Estimate and total project costs; the bid submitted by Arawak Paving, Co. is the lowest responsive bid and appears favorable to the City. Polistina & Associates has worked with Arawak Paving, Co. and has always found their work to be satisfactory.

Subject to the appropriation of City funds, we recommend that a contract be awarded to Arawak Paving, Co. in the amount of \$151,900.00.

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

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

Very truly yours,

  
POLISTINA & ASSOCIATES

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

Cc: Leigh Ann Napoli, City Clerk

POLLISTINA & ASSOCIATES  
 CONSULTING ENGINEERS & PLANNERS

THE CITY OF LINWOOD

DATE: 12/1/2016

CONTRACT NO. 12 - HAMILTON et al. RESURFACING

ITEM NO.	ITEM DESCRIPTION	QTY	ARAWAK PAVING		LANDBERG CONSTRUCTION		SOUTH STATE, INC.		JERSEY CONSTRUCTION	
			BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL
1	Mobilization & Permits	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00
2	Clearing Site	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00
3	Construction Layout	1 LS	\$ 1,009.53	\$ 1,009.53	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,200.00	\$ 7,200.00
4	Sawcutting, If & Where Directed	200 LF	\$ 0.01	\$ 2.00	\$ 0.01	\$ 2.00	\$ 1.00	\$ 200.00	\$ 1.25	\$ 250.00
5	Milling, 2" Variable Depth	5,468 SY	\$ 3.20	\$ 17,497.60	\$ 2.65	\$ 14,490.20	\$ 4.00	\$ 21,872.00	\$ 3.50	\$ 19,138.00
6	Dense Graded Aggregate, 6" Thick	11 SY	\$ 9.00	\$ 99.00	\$ 8.00	\$ 88.00	\$ 10.00	\$ 110.00	\$ 10.00	\$ 110.00
7	Reconstructed Soil Aggregate Base Course, 6" Thick	1.098 SY	\$ 3.20	\$ 3.513.60	\$ 8.25	\$ 9,058.50	\$ 8.00	\$ 8,784.00	\$ 6.00	\$ 6,588.00
8	Hot Mix Asphalt, 19M64 Base Course	10 TON	\$ 65.00	\$ 650.00	\$ 60.00	\$ 600.00	\$ 150.00	\$ 1,500.00	\$ 210.00	\$ 2,100.00
9	Hot Mix Asphalt, 12.5M64 Base Course, 2" Thick & Variable	820 TON	\$ 65.00	\$ 53,300.00	\$ 77.00	\$ 63,140.00	\$ 80.00	\$ 65,600.00	\$ 82.00	\$ 67,240.00
10	Asphalt Driveaway Reconstruction	20 TON	\$ 40.00	\$ 800.00	\$ 80.00	\$ 1,600.00	\$ 50.00	\$ 850.00	\$ 108.00	\$ 1,836.00
11	Asphalt Driveaway Reconstruction	17 SY	\$ 40.00	\$ 680.00	\$ 80.00	\$ 1,360.00	\$ 50.00	\$ 850.00	\$ 108.00	\$ 1,836.00
12	Concrete Rooker Gutter, 3" Wide	60 LF	\$ 60.00	\$ 3,600.00	\$ 64.00	\$ 3,840.00	\$ 80.00	\$ 4,800.00	\$ 92.00	\$ 5,520.00
13	Concrete Driveaway Apron, 6" Thick, If & Where Directed	25 SY	\$ 120.00	\$ 3,000.00	\$ 78.00	\$ 1,950.00	\$ 150.00	\$ 3,750.00	\$ 235.00	\$ 5,875.00
14	Handicapped Ramp with Detectable Warning Surface	8 UNIT	\$ 2,750.00	\$ 22,000.00	\$ 2,200.00	\$ 17,600.00	\$ 2,000.00	\$ 16,000.00	\$ 2,500.00	\$ 20,000.00
15	Reset Manhole Casting	4 UNIT	\$ 0.01	\$ 0.04	\$ 0.04	\$ 0.16	\$ 0.04	\$ 0.16	\$ 0.04	\$ 0.16
16	Reset Utility Valve Casting, If & Where Directed	15 UNIT	\$ 0.01	\$ 0.15	\$ 0.01	\$ 0.15	\$ 0.01	\$ 0.15	\$ 0.01	\$ 0.15
17	Type "A" Inlet with Bicycle Safe Gate (0'-6" Feet)	4 UNIT	\$ 2,200.00	\$ 8,800.00	\$ 2,500.00	\$ 10,000.00	\$ 3,400.00	\$ 13,600.00	\$ 2,800.00	\$ 11,200.00
18	15" Perforated HDPE Pipe with Stone Trench (0'-6" Deep)	70 LF	\$ 120.00	\$ 8,400.00	\$ 140.00	\$ 9,800.00	\$ 100.00	\$ 7,000.00	\$ 95.00	\$ 6,650.00
19	12" RCP Pipe, Class V	25 LF	\$ 125.00	\$ 3,125.00	\$ 140.00	\$ 3,500.00	\$ 150.00	\$ 3,750.00	\$ 95.00	\$ 2,375.00
20	Stop Bar, Thermoplastic	6 UNIT	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 190.00	\$ 1,140.00
21	Sod, If & Where Directed	100 SY	\$ 9.00	\$ 900.00	\$ 22.00	\$ 2,200.00	\$ 10.00	\$ 1,000.00	\$ 7.50	\$ 750.00
22	Construction Signs	224 SF	\$ 0.01	\$ 2.24	\$ 10.00	\$ 2,240.00	\$ 10.00	\$ 2,240.00	\$ 12.00	\$ 2,688.00
23	Traffic Drums	14 UNIT	\$ 0.01	\$ 0.14	\$ 0.01	\$ 0.14	\$ 0.01	\$ 0.14	\$ 0.01	\$ 0.14
24	Traffic Cones	70 UNIT	\$ 0.01	\$ 0.70	\$ 0.01	\$ 0.70	\$ 0.01	\$ 0.70	\$ 0.01	\$ 0.70
24	Traffic Directors - Police	16 HOUR	\$ 70.00	\$ 1,120.00	\$ 0.01	\$ 0.16	\$ 100.00	\$ 1,600.00	\$ 88.00	\$ 1,408.00
26	Fuel Price Adjustment	1 LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
27	Asphalt Price Adjustment	1 LS	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
			TOTAL BASE BID		\$ 151,900.00		\$ 162,909.85		\$ 178,213.00	

THE CITY OF LINWOOD  
CONTRACT NO. 12 - HAMILTON et al. RESURFACING

ITEM NO.	ITEM DESCRIPTION	QTY	PAVING PLUS		A.E. STONE		TOTAL	TOTAL	TOTAL	TOTAL
			BID PRICE	TOTAL	BID PRICE	TOTAL				
1	Mobilization & Permits	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ -
2	Cleaning Site	1	LS	\$ 9,500.00	\$ 9,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -
3	Construction Layout	1	LS	\$ 4,800.00	\$ 4,800.00	\$ 1,511.92	\$ 1,511.92	\$ -	\$ -	\$ -
4	Sawcutting, If & Where Directed	200	LF	\$ 1.00	\$ 200.00	\$ 0.01	\$ 2.00	\$ -	\$ -	\$ -
5	Milling, 2" Variable Depth	5,468	SY	\$ 3.00	\$ 16,404.00	\$ 5.00	\$ 27,340.00	\$ -	\$ -	\$ -
6	Dense Graded Aggregate, 6" Thick	11	SY	\$ 20.00	\$ 220.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -
7	Reconstructed Soil Aggregate Base Course, 6" Thick	1,098	SY	\$ 9.75	\$ 10,705.50	\$ 1.00	\$ 1,098.00	\$ -	\$ -	\$ -
8	Hot Mix Asphalt, 19M64 Base Course	10	TON	\$ 180.00	\$ 1,800.00	\$ 150.00	\$ 1,500.00	\$ -	\$ -	\$ -
9	Hot Mix Asphalt, 12.5M64 Base Course, 2" Thick & Variable	820	TON	\$ 85.00	\$ 69,700.00	\$ 85.00	\$ 69,700.00	\$ -	\$ -	\$ -
10	Hot Mix Asphalt, 12.5M64 Leveling Course	20	TON	\$ 130.00	\$ 2,600.00	\$ 85.00	\$ 1,700.00	\$ -	\$ -	\$ -
11	Asphalt Driveway Reconstruction	17	SY	\$ 75.00	\$ 1,275.00	\$ 75.00	\$ 1,275.00	\$ -	\$ -	\$ -
12	Concrete Rooker Gutter, 3' Wide	60	LF	\$ 50.00	\$ 3,000.00	\$ 85.00	\$ 5,100.00	\$ -	\$ -	\$ -
13	Concrete Driveway Apron, 6" Thick, If & Where Directed	25	SY	\$ 78.00	\$ 1,950.00	\$ 85.00	\$ 2,125.00	\$ -	\$ -	\$ -
14	Handicapped Ramp with Detectable Warning Surface	8	UNIT	\$ 2,200.00	\$ 17,600.00	\$ 2,000.00	\$ 16,000.00	\$ -	\$ -	\$ -
15	Reset Manhole Casting	4	UNIT	\$ 150.00	\$ 600.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -
16	Reset Utility Valve Casting, If & Where Directed	15	UNIT	\$ 10.00	\$ 150.00	\$ 25.00	\$ 375.00	\$ -	\$ -	\$ -
17	Type "A" Inlet with Bicycle Safe Grate (0'-6" Feet)	4	UNIT	\$ 3,800.00	\$ 15,200.00	\$ 3,500.00	\$ 14,000.00	\$ -	\$ -	\$ -
18	15" Perforated HDPE Pipe with Stone Trench (0'-6" Deep)	70	LF	\$ 120.00	\$ 8,400.00	\$ 75.00	\$ 5,250.00	\$ -	\$ -	\$ -
19	12" RCP Pipe, Class V	25	LF	\$ 180.00	\$ 4,500.00	\$ 150.00	\$ 3,750.00	\$ -	\$ -	\$ -
20	Stop Bar, Thermoplastic	6	UNIT	\$ 250.00	\$ 1,500.00	\$ 235.00	\$ 1,410.00	\$ -	\$ -	\$ -
21	Sod, If & Where Directed	100	SY	\$ 8.00	\$ 800.00	\$ 15.00	\$ 1,500.00	\$ -	\$ -	\$ -
22	Construction Signs	224	SF	\$ 1.00	\$ 224.00	\$ 0.01	\$ 2.24	\$ -	\$ -	\$ -
23	Traffic Drums	14	UNIT	\$ 1.00	\$ 14.00	\$ 0.01	\$ 0.14	\$ -	\$ -	\$ -
24	Traffic Cones	70	UNIT	\$ 1.00	\$ 70.00	\$ 0.01	\$ 0.70	\$ -	\$ -	\$ -
24	Traffic Directors - Police	16	UNIT	\$ 73.00	\$ 1,168.00	\$ 85.00	\$ 1,360.00	\$ -	\$ -	\$ -
26	Fuel Price Adjustment	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
27	Asphalt Price Adjustment	1	LS	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ -
			TOTAL BASE BID		\$ 182,280.50	\$ 184,000.00	\$ 184,000.00	\$ -	\$ -	\$ -

**RESOLUTION No. 183, 2016**

A Resolution establishing the Election of Members of the Linwood Board of Education as the First Tuesday after the First Monday in November

**WHEREAS**, P.L. 2011, c. 202 authorizes changing the election date of school board members from the third Tuesday in April to the first Tuesday after the first Monday in November (the General Election); and

**WHEREAS**, Such action requires the adoption of a resolution by a school district or the municipality or municipalities constituting such district, as set forth in P.L. 2011, c. 202; and

**WHEREAS**, P.L. 2011, c. 202 requires that the change to a November election remain in effect for four years; and

**WHEREAS**, P.L. 2011, c. 202 eliminates the annual voter referendum on the proposed general fund tax levy (i.e., the base bud get which is at or below the statutory tax levy cap) in school districts where board of education members are elected at the General Election; and

**WHEREAS**, P.L. 2011, c. 202 requires that an additional general fund tax levy proposal (i.e., for an expenditure in excess of the tax levy cap) be presented to voters as a separate question at the General Election; and

**WHEREAS**, The Common Council of the City of Linwood believes that the financial interest of its constituents is safeguarded by the state's tax levy cap and the thorough review of the proposed school budget by the Executive County Superintendent and the Executive County School Business Administrator; and

**WHEREAS**, The Common Council of the City of Linwood believes that more citizens will participate in the selection of school board members at the General Election than on the third Tuesday in April and that the higher level of participation will foster positive interest in our public schools; and

**WHEREAS**, The Common Council of the City of Linwood is committed to the non-partisan status of school board membership and the non-partisan conduct of school elections, and believes this principle will not be compromised by conducting board member elections in November.

**NOW, THEREFORE, BE IT RESOLVED**, That, pursuant to P.L. 2011, c. 202, the Common Council of the City of Linwood changes the annual election date for school board members from the third Tuesday in April to the November General Election, beginning in 2012; and be it further

**RESOLVED**, That, pursuant to P.L. 2011, c. 202, the annual organization meeting of the Linwood Board of Education will take place in the first week of January following the November General Election and that the board of education's next organization meeting will take place in the first week of January 2018; and be it further

**RESOLVED**, That, pursuant to P.L. 2011, c. 202, members of the Linwood Board of Education whose terms would have expired by May 2017 will continue to serve in office until the January 2018 organization meeting; and be it further

**RESOLVED**, That this resolution be transmitted to the Atlantic County Clerk; the Atlantic County Board of Elections and/or Superintendent of Elections; the Linwood municipal clerk(s) and school board secretary or secretaries; the Department of State, Division of Elections; the Department of Education's Executive County Superintendent; and the Department of Community Affairs, Division of Local Government Services; and be it further

**RESOLVED**, That a copy of this resolution also be provided to the New Jersey School Boards Association and New Jersey State League of Municipalities.

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 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

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



**RESOLUTION No. 184, 2016**

A RESOLUTION AUTHORIZING THE APPOINTMENT OF GLENN INSURANCE AS THE RISK MANAGEMENT CONSULTANT FOR THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

**WHEREAS**, the Common Council of the City of Linwood is a member of the Atlantic County Municipal Joint Insurance Fund, a self insurance pooling fund; and

**WHEREAS**, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws; and

**WHEREAS**, the Bylaws indicate a fee not to exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the Governing Body; and

**WHEREAS**, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Linwood does hereby appoint Glenn Insurance, Inc. as its Risk Management Consultant in accordance with 40A:11-5;

**BE IT FURTHER RESOLVED**, that the Governing Body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to N.J.S.A. 40A:11-5 (1), (a), (i).

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 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

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

**RISK MANAGEMENT CONSULTANT AGREEMENT**  
**ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

This Agreement, entered into this 14 day of December, 2016, between the City of Linwood (hereinafter referred to as the "Municipality") and Glenn Insurance, Inc., a Corporation of the State of New Jersey, and Michael Thomas, the responsible agent, having their principal office located at 500 E. Absecon Boulevard, PO Box 365, Absecon, New Jersey 08201 (hereinafter referred to as the "Consultant").

**WHEREAS**, the Consultant has offered the services to the Municipality as the Professional Risk Management Consultant as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund; and

**WHEREAS**, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on December 14, 2016;

**NOW THEREFORE**, the parties in consideration of the mutual promises and covenants set forth in this Agreement, agree as follows:

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:
  - A) The Consultant shall assist the Municipality in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
  - B) The Consultant shall assist the Municipality in understanding and selecting the various types of coverage available from the Atlantic County Municipal Joint Insurance Fund.
  - C) The Consultant shall review with the Municipality any additional types of coverage that the Consultant believes the Municipality should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the Municipality.
  - D) The Consultant shall assist the Municipality in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
  - E) The Consultant shall review the Municipality's annual assessment as prepared by the Fund, and shall assist the Municipality in the preparation of its annual insurance budget.
  - F) The Consultant shall review the loss and engineering reports for the Municipality, and shall assist the Safety Committee in its loss containment objectives within the Municipality.

- G) The Consultant shall attend and actively participate in the Municipality's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the Municipality's Member Accident Review Panel meetings and assist the Municipality in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the Municipality in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the Municipality in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall assist the Municipality with the timely and accurate reporting of all claims, which shall include the establishment and implementation of claims reporting procedures.
- L) The Consultant shall assist, when requested by the Municipality and/or the Claims TPA, with the investigation of claims filed against the Municipality.
- M) The Consultant shall review the Municipality's loss data on a regular basis and prepare reports to the Municipality on recent losses, open claims, and loss trends.
- N) The Consultant shall review the performance of the Municipality's Claims TPA on a quarterly basis including reserving practices, adjuster claim counts, and supervisor file review.
- O) The Consultant shall assist the Municipality by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- P) The Consultant shall assist the Municipality and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- Q) The Consultant shall order Certificates of Insurance from the Fund.
- R) The Consultant shall review Certificates of Insurance received by the Municipality.
- S) The Consultant shall review proposed contracts between the Municipality and organizations and contractor's to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- T) The Consultant shall evaluate and advise the Municipality on the risk management aspects of public events being staged or sponsored by the Municipality.
- U) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.

- V) The Consultant shall respond to questions regarding coverage from the Municipality's officials.
  - W) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
  - X) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
  - Y) The Consultant shall execute and file with the Municipality, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.
  - Z) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the Municipality outlining the Municipality's Insurance and Safety Program.
  - AA) The Consultant shall assist the Municipality with the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally performed by a public adjuster.
  - AB) The Consultant shall perform any other services required by the Fund's Bylaws.
2. The term of this Agreement shall be for a period of one (1) year commencing the first day of **January, 2017**, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement.
  3. The Fund Bylaws allow the Municipality to pay its Consultant for services rendered no more than 6% of the Municipalities gross assessment; therefore, the Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, a flat fee dollar amount of thirteen thousand seven hundred fifty dollars (\$13,750.00). Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
  4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by the Fund, the Consultant shall receive as his full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Paragraph 3 of this Agreement.
  5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: \_\_\_\_\_

MUNICIPALITY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESOLUTION No. 185, 2016**

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED EMERGENCY AND NON EMERGENCY DISPATCH SERVICES FOR THE MUNICIPALITIES OF THE CITY OF LINWOOD AND THE TOWNSHIP OF EGG HARBOR

**WHEREAS**, N.J.S.A. 40A:65-1 provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, the City of Linwood and Township of Egg Harbor have negotiated and agreed upon the terms and conditions of such an agreement; and

**WHEREAS**, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled "Shared Services Agreement for Dispatch Services"; and

**WHEREAS**, the City Council of the City of Linwood is desirous of ratifying this agreement and authorizing its execution;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Linwood that the agreement entitled "Shared Services Agreement for Dispatch Services" be and hereby is ratified;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute this Agreement with the Township of Egg Harbor for the shared emergency and non emergency dispatch 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 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

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

**RESOLUTION No. 186, 2016**

A RESOLUTION SUPPORTING THE DRIVE SOBER OR GET PULLED OVER 2016 YEAR  
END HOLIDAY CRACKDOWN

**WHEREAS**, impaired drivers on our nation's roads kill more than 10,000 people each year and cost our society more than \$37 billion annually; and

**WHEREAS**, 29% of motor vehicle fatalities in New Jersey in 2014 were alcohol-related; and

**WHEREAS**, an enforcement crackdown is planned to combat impaired driving; and

**WHEREAS**, the season at the end of the year is traditionally a time of social gatherings which often include alcohol; and

**WHEREAS**, the State of New Jersey, Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the Drive Sober or Get Pulled Over Year End Holiday Crackdown; and

**WHEREAS**, the project will involve increased impaired driving enforcement from December 9, 2016 through January 1, 2017; and

**WHEREAS**, an increase in impaired driving enforcement and a reduction in impaired driving will save lives on our roadways;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Linwood declares it's support for the Drive Sober or Get Pulled Over 2016 Year End Holiday Crackdown from December 9, 2016 through January 1, 2017 and pledges to increase awareness of the dangers of drinking and driving.

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 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

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

**RESOLUTION No. 187, 2016**

A RESOLUTION AUTHORIZING THE REFUND OF A TAX OVERPAYMENT FOR BLOCK 119, LOT 2 (718 RIVER DRIVE) IN THE CITY OF LINWOOD

**WHEREAS,** 2016 4<sup>th</sup> Quarter Property Taxes for Block 119, Lot 2 (718 River Drive) in the tax district of the City of Linwood have been paid in accordance with the provisions of the Statute so made and provided; and

**WHEREAS,** an overpayment on the 2016 4<sup>th</sup> Quarter Property taxes has been made due to a payment by Surety Lender Services and the Mortgage Company; and

**WHEREAS,** a refund is necessary in the amount of \$1,825.97 for taxes paid in error by the Mortgage Servicing Company, Corelogic Tax Services;

**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 the Mortgage Servicing Company, Corelogic Tax Services, located at 1 Corelogic Drive, Westlake, TX 76262 in the amount of \$1,825.97 which is the amount of the overpayment.

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 14th day of December, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2016.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

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