#### LINWOOD COMMON COUNCIL CAUCUS AGENDA January 29, 2025 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 Mr. Albright Mrs. DeDomenicis Mr. Kelly Mr. Levinson Mr. Michael Mr. Michael Mr. Walcoff Mr. Ford Mr. Ford Mr. Michael Mr. Michael Mr. Walcoff Mr. Polistina Mrs. Napoli Mrs.					
<ol> <li>Approval of Minutes Without Formal Reading</li> <li>Mayor's Report</li> <li>Councilwoman Albright         <ul> <li>Planning, Engineering, &amp; Development</li> <li>Resolution authorizing the appointment of Charles Hewitt, Jr. to Plumbing SubCode Official</li> <li>Resolution requesting Atlantic Electric to install a streetlight on Central Avenue</li> <li>Resolution awarding Non-Competitive Contracts for Professional Services for Planning Board Solicitor and Engineer</li> <li>Resolution authorizing the release of Engineering Escrow Funds for 295 Grammercy Avenue</li> </ul> </li> <li>Councilwoman DeDomenicis         <ul> <li>Public Works</li> <li>Resolution authorizing Change Order No. 2 with Miller's Lawn Care with regard to the Snow Removal Services</li> </ul> </li> <li>Councilman Kelly         <ul> <li>Neighborhood Services</li> </ul> </li> <li>Councilman Levinson         <ul> <li>Revenue &amp; Finance</li> </ul> </li> <li>Councilman Michael         <ul> <li>Public Safety</li> <li>Ordinance amending Chapter 152 Fire Prevention Fees – first reading</li> <li>Resolution authorizing an agreement with Network Connectivity for IT Network &amp; Support for</li> </ul> </li> </ol>	1.	Roll Call	Mayor Matik Mr. Kelly Mr. Walcoff	Mrs. Albright Mr. Levinson Mr. Ford	Mrs. DeDomenicis Mr. Michael
<ol> <li>Mayor's Report</li> <li>Councilwoman Albright         <ul> <li>Planning, Engineering, &amp; Development</li> <li>Resolution authorizing the appointment of Charles Hewitt, Jr. to Plumbing SubCode Official</li> <li>Resolution requesting Atlantic Electric to install a streetlight on Central Avenue</li> <li>Resolution awarding Non-Competitive Contracts for Professional Services for Planning Board Solicitor and Engineer</li> <li>Resolution authorizing the release of Engineering Escrow Funds for 295 Grammercy Avenue</li> </ul> </li> <li>Councilwoman DeDomenicis         <ul> <li>Public Works</li> <li>Resolution authorizing Change Order No. 2 with Miller's Lawn Care with regard to the Snow Removal Services</li> </ul> </li> <li>Councilman Kelly         <ul> <li>Neighborhood Services</li> </ul> </li> <li>Councilman Levinson         <ul> <li>Revenue &amp; Finance</li> </ul> </li> <li>Councilman Michael         <ul> <li>Public Safety</li> <li>Ordinance amending Chapter 152 Fire Prevention Fees – first reading</li> <li>Resolution authorizing an agreement with Network Connectivity for IT Network &amp; Support for</li> </ul> </li> </ol>		Professionals:	Mr. Youngblood	Mr. Polistina	Mrs. Napoli
<ol> <li>Councilwoman Albright         <ul> <li>Planning, Engineering, &amp; Development</li> <li>Resolution authorizing the appointment of Charles Hewitt, Jr. to Plumbing SubCode Official</li> <li>Resolution requesting Atlantic Electric to install a streetlight on Central Avenue</li> <li>Resolution awarding Non-Competitive Contracts for Professional Services for Planning Board Solicitor and Engineer</li> <li>Resolution authorizing the release of Engineering Escrow Funds for 295 Grammercy Avenue</li> </ul> </li> <li>Councilwoman DeDomenicis         <ul> <li>Public Works</li> <li>Resolution authorizing Change Order No. 2 with Miller's Lawn Care with regard to the Snow Removal Services</li> </ul> </li> <li>Councilman Kelly         <ul> <li>Neighborhood Services</li> </ul> </li> <li>Councilman Levinson         <ul> <li>Revenue &amp; Finance</li> </ul> </li> <li>Councilman Michael         <ul> <li>Public Safety</li> <li>Ordinance amending Chapter 152 Fire Prevention Fees – first reading</li> <li>Resolution authorizing an agreement with Network Connectivity for IT Network &amp; Support for</li> </ul> </li> </ol>	2.	Approval of Minute	s Without Formal Readi	ing	
<ul> <li>A. Planning, Engineering, &amp; Development</li> <li>1. Resolution authorizing the appointment of Charles Hewitt, Jr. to Plumbing SubCode Official</li> <li>2. Resolution requesting Atlantic Electric to install a streetlight on Central Avenue</li> <li>3. Resolution awarding Non-Competitive Contracts for Professional Services for Planning Board Solicitor and Engineer</li> <li>4. Resolution authorizing the release of Engineering Escrow Funds for 295 Grammercy Avenue</li> <li>5. Councilwoman DeDomenicis</li> <li>A. Public Works</li> <li>1. Resolution authorizing Change Order No. 2 with Miller's Lawn Care with regard to the Snow Removal Services</li> <li>5. Councilman Kelly</li> <li>A. Neighborhood Services</li> <li>7. Councilman Levinson</li> <li>A. Revenue &amp; Finance</li> <li>8. Councilman Michael</li> <li>A. Public Safety</li> <li>1. Ordinance amending Chapter 152 Fire Prevention Fees – first reading</li> <li>2. Resolution authorizing an agreement with Network Connectivity for IT Network &amp; Support for</li> </ul>	3.	Mayor's Report			
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<ul> <li>A. Neighborhood Services</li> <li>7. Councilman Levinson <ul> <li>A. Revenue &amp; Finance</li> </ul> </li> <li>8. Councilman Michael <ul> <li>A. Public Safety</li> <li>1. Ordinance amending Chapter 152 Fire Prevention Fees – first reading</li> <li>2. Resolution authorizing an agreement with Network Connectivity for IT Network &amp; Support for</li> </ul> </li> </ul>	5.	A. Public Works 1. Resolution	authorizing Change Ord	ler No. 2 with Miller's La	awn Care with regard to the Snow
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	8.	A. Public Safety 1. Ordinance am 2. Resolution au	nending Chapter 152 Fir athorizing an agreement		

## 9. Councilman Walcoff A. Shared Services

- 10. Council President Ford
  - A. Administration
    - 1. Resolution setting 4th Round Affordable Housing Obligations for the City of Linwood
    - 2. Resolutions authorizing Bingo & Raffle Licenses to Margate Education Foundation, Mainland Crew, EHT Crew and Our Lady of Sorrows
    - 3. Resolution awarding a Non-Competitive Contract for Professional Services to Triad Associates for Accessory Apartment Implementation Services
- 11. Solicitor's Report

#### LINWOOD COMMON COUNCIL AGENDA OF REGULAR MEETING January 29, 2025

#### **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**

1 OF 2025

AN ORDINANCE AMENDING CHAPTER 152 FIRE PREVENTION, ARTICLE IV SMOKE, CARBON MONOXIDE AND FIRE EXTINGUISHER DEVICES, SECTION 152-26 FEES OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING:

January 29, 2025

**PUBLICATION:** 

February 4, 2025

PASSAGE:

February 12, 2025

#### 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.

iutes.	
33-2025	A Resolution setting 4th Round Affordable Housing Obligations for the City of
	Linwood, County of Atlantic
34-2025	A Resolution authorizing the appointment of Charles A. Hewitt, Jr. to the
	position of Plumbing SubCode Official for the City of Linwood
35-2025	A Resolution authorizing an Agreement with Network Connectivity, Inc. for
	Information Technology Network and Support for the Linwood Police
	Department
36-2025	A Resolution authorizing the issuance of a Raffle License, #2025-05, to Margate
	Education Foundation
37-2025	A Resolution authorizing the issuance of a Raffle License, #2025-06, to
	Mainland Crew Association
38-2025	A Resolution awarding a Non-Competitive Contract for Professional Service to
	Triad Associates for Accessory Apartment Implementation Services for the City
	of Linwood
39-2025	A Resolution authorizing the issuance of a Raffle License, #2025-07, to Egg
	Harbor Township Crew Booster Club
40-2025	A Resolution authorizing the issuance of a Bingo License, #2025-03, to Egg
	Harbor Township Crew Booster Club
41-2025	A Resolution approving an Amendment to Bingo License No. 2025-01-A for Our
	Lady of Sorrows Church
42-2025	A Resolution requesting Atlantic City Electric to install a Streetlight on Central
	Avenue in the City of Linwood
	· · · · · · · · · · · · · · · · · · ·

Linwood Common Council Agenda of Regular Meeting 01/29/2025 Page 2

#### RESOLUTIONS WITHIN CONSENT AGENDA (continued)

43-2025 A Resolution approving Change Order No. 2 with Miller's Lawn Care Inc. with

regard to Snow Removal Service in the City of Linwood

44-2025 A Resolution awarding Non-Competitive Contracts for Professional Services to

Eric S. Goldstein as Planning Board Solicitor and Vincent Polistina as Planning

**Board Engineer** 

46-2025 A Resolution authorizing the release of Engineering Escrow Funds with regard to

Block 159 Lot 10.05 (295 Grammercy Avenue) in the City of Linwood

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

**ADJOURNMENT** 

#### ORDINANCE NO. 1, 2025

AN ORDINANCE AMENDING CHAPTER 152 FIRE PREVENTION, ARTICLE IV SMOKE, CARBON MONOXIDE AND FIRE EXTINGUISHER DEVICES, SECTION 152-26 FEES 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 152, Article IV. Fire Prevention, Smoke Carbon Monoxide and Fire Extinguisher Devices, Section 152-26 Fees, Section D is hereby amended as follows:

D. Should a subsequent visit be required to satisfy the CSACMAPFEC compliance, the fee for this visit is \$45.

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

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

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

FIRST READING: PUBLICATION: PASSAGE:

January 29, 2025 February 4, 2025 February 12, 2025

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, January 29, 2025 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on February 12, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

#### **RESOLUTION NO. 33, 2025**

## A RESOLUTION SETTING 4<sup>TH</sup> ROUND AFFORDABLE HOUSING OBLIGATIONS FOR THE CITY OF LINWOOD, COUNTY OF ATLANTIC

**WHEREAS**, on March 20, 2024, the New Jersey Legislature adopted legislation known as P.L.2024, c.2, which set forth a procedure for calculating the 4<sup>th</sup> Round affordable housing obligation for municipalities, and which required this calculation to be adopted by the governing body of a municipality by way of Resolution; and

WHEREAS, N.J.S.A. 52:27D-304.1(a) allows the municipality to take into consideration the calculations published by the New Jersey Department of Community Affairs ("DCA") when determining the municipal Present Need and Prospective Need obligations and requires the basis for the municipality's determination to be set forth in a Resolution; and

WHEREAS, in October 2024, DCA released its proposed calculations for municipal Present Need and municipal Prospective Need and determined that Linwood City's Present Need is 49 units and its Prospective Need is 25 units; and

WHEREAS, the City's affordable housing professionals have reviewed the Present Need calculations and Prospective Need calculations published by the DCA appear to conform to the standards established under the Fair Housing Act, and have recommended that the City adopt these calculations as the City of Linwood's 4<sup>th</sup> Round affordable housing obligations; and

**WHEREAS**, the City of Linwood has determined that it is in the best interests of Linwood City to accept the Present Need and Prospective Need obligations as calculated by the DCA for the 4<sup>th</sup> Round.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Linwood, as follows:

- 1. The City hereby adopts the fourth-round methodology for fair share housing obligations determined by the New Jersey Department of Community Affairs which sets forth the City's present need is 49 units, and its prospective need is 25 units.
- 2. Youngblood, Franklin & Sampoli, P.A. is directed to file a Complaint for Declaratory Judgment and to file a copy of this Resolution with the Affordable Housing Alternative Dispute Resolution Program as required by the Amended FHA.
- 3. A certified copy of this Resolution shall be forwarded by the City Clerk within forty-eight (48) hours to the following:
  - (a) Department of Community Affairs

- (b) A copy shall be posted on the City's website
- (c) Jennifer Heller, PP, AICP, City Planner
- (d) Joseph L. Youngblood, Esq., City Solicitor

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Certified to be a true copy of a Resolution adopted by the Common Council of the City of Linwood, County of Atlantic, State of New Jersey on the 29th day of January, 2025.

ATTEST:	CITY OF LINWOOD	
Leigh Ann Napoli, RMC, Municipal Clerk	Darren Matik, Mayor	

#### RESOLUTION No. 34, 2025

A RESOLUTION AUTHORIZING THE APPOINTMENT OF CHARLES A. HEWITT, JR. TO THE POSITION OF PLUMBING SUBCODE OFFICIAL FOR THE CITY OF LINWOOD

WHEREAS, there is a vacancy in the position of Plumbing Subcode Official for the City of Linwood; and

WHEREAS, the position was advertised, interviews were conducted, and a recommendation has been made to hire Charles A. Hewitt, Jr.;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that Charles A. Hewitt, Jr. be and is hereby appointed to the position of Plumbing Subcode Official for a four year term at a salary of \$15,000.00 as per the Linwood Salary Ordinance and all amendments thereto.

BE IT FURTHER RESOLVED, said appointment is effective immediately.

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 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

	LEIGH ANN NAPOLI, RMC, MUNICIPAL C	 LERK
APPROVED:	DARREN MATIK, MAYOR	

#### RESOLUTION No. 35, 2025

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK CONNECTIVITY, INC. FOR INFORMATION TECHNOLOGY NETWORK AND SUPPORT FOR THE LINWOOD POLICE DEPARTMENT

WHEREAS, quotes have been received with regard to Information Technology Network and Support for the Linwood Police Department; 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 is awarded to Network Connectivity, Inc., LLC, 1800 New Road, Suite 101, Northfield, NJ 08225 for a one-year period commencing on January 1, 2025 and expiring on January 1, 2026 in the amount of \$14,079.00;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby duly authorized, empowered and directed to execute an Agreement on behalf of the City of Linwood with Network Connectivity, Inc.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a Certification of Availability of 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 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREN	I MA	rik, Mayo	OR		
APPROVED:						

### **CITY OF LINWOOD**

# Memo

To:

Mayor and Members of Council

From:

Anthony Strazzeri, CFO

CC:

Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date:

1-22-2025

Re:

Availability of Funds-Computer Service Police Department

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$14,079.00 will be available under police other expenses in the operating budget. Funds will be encumbered to Network Connectivity Inc., 1800 New Road Suite 101 Northfield, NJ 08225.



#### Quote

**Quote Number: 924** 

Payment Terms: Expiration Date: 01/31/2025

#### **Quote Prepared For**

Steve Cunningham Linwood Police Department

500 Poplar Avenue Linwood, New Jersey 08221 United States Phone:609 926-7984 scunningham@linwoodpd.org

#### **Quote Prepared By**

John Stauffer Network Connectivity Inc.

1800 New Road
Suite 101
Northfield, New Jersey 08225
United States
Phone:609-360-0732
Fax:+1(609)-927-0017

iohns@ninetworks.com

				and the same of th	
Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Yearly It	ems		100100100000000000000000000000000000000		
1)	14	NCI Managed Desktop - Yearly Desktop managed services - yearly	\$342.00	\$342.00	\$4,788.0
2)	1	NCI Managed Server - Yearly NCI managed server - yearly	\$3,000.00	\$3,000.00	\$3,000.0
3)	1	NCI Advanced Backup 2TB 1 Year Retention - Yearly  NCI Advanced Backup 2TB 1 Year Retention - Yearly	\$5,256.00	\$5,256.00	<b>\$5,256.</b> 0
4)	1	Hosted Spam Filter - Yearly Hosted Spam Filter - Yearly	\$540.00	\$540.00	\$540.0
5)	22	NCI Managed Security Testing - Yearly NCI Managed Security Testing - Yearly	\$22.50	\$22.50	\$495.0
***************************************			***************************************	Yearly Total	\$14,079.0
			************************************	Subtotal	\$14,079.0
				Total Taxes	\$0.00
~~~			***************************************	Total	\$14,079.00
		Authorizing	Signature		
			Date		

All prices quoted are valid for 14 business days.

All hardware and software is to be paid in full upon acceptance.

THANK YOU FOR YOUR BUSINESS

#### RESOLUTION No. 36, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2025-05, TO MARGATE EDUCATION FOUNDATION

WHEREAS, Margate Education Foundation has applied for a Raffle License to conduct games on February 21, 2025; and

WHEREAS, Margate Education Foundation has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 289-5-41094;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to Margate Education Foundation and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
DARREN	I MAT	TIK, MAYO	OR		
	DARREN	DARREN MAT	DARREN MATIK, MAYO	DARREN MATIK, MAYOR	DARREN MATIK, MAYOR



## New Jersey Office of the Attorney General Division of Consumer Affairs

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

# Application for a Raffle License

Application No. *RA* 2025-05 Identification No. 22 3460471

Rev. 4/16

S	Submit four (4) copies of this application	on to the Municipal Clerk's of	ice in the municipality wh	ere the games will be conducted.
Please	print clearly.			
Na	ame of municipality:		Linwood	
Part	A - General			
1.	Name of applying organization:_	M	argate Education Found	ation
2a.	Street address of headquarters:	8103 Winc	hester Ave. Margate. Cit	ry, NJ 08402
b.	Mailing address (if different):			
3.	A license is requested to conduct re (use a separate application for eac	affles of the kind stated on t h type of raffle).	ne date, or on each of the	edates, and during the hours liste
	Date	Hours	Date	Hours
-	February 21, 2025	6pm-11pm		
-				
-				
-				
4a.	Address of place where raffles will	be played: Linwood Co	untry Club 500 Shor	e Rd. Linwood, NJ 08221
b.	Does the applicant own the premis	es or regularly occupy then	n for its general nurnoses	? □ Yes ☑ No
	If raffles equipment is to be rented,			
	B - Schedule of Expenses			
he ite ddres	ems of expense intended to be incusses of the persons to whom each ite	nred or paid in connection em is to be paid, and the pu	with the games listed in prose for which each ite	this application, the names and m is to be paid, are:
	Item of Expense	Name and address	of supplier	Purpose
Tı	umbling Dice (see form 13)	13 Route. 530 Southam	oton, NJ 08008	Casino Night

Part C - Schedule of Purposes	

- 1. The specific purpose(s) to which the entire net proceeds of the games listed in this application are to be devoted, and the manner in which they are to be so devoted, are:
  - Granting proceeds to the Margate City School District for extracuricular programs and clubs, teacher projects and assemblys.

	Description of Prize	Donated (Yes or No)	Retail value
des	description of all prizes to be offered and given in all scribe the article and state the retail value; if prizes ale the information requested below.	of the games listed in this application is are to be donated, indicate that fact and	as follows. For merchandise, estimate as accurately as pos-
Pa	rt D - Schedule of Prizes		
	Date:	Signature:	MARKET PROPERTY
	will accept from the licensee any part of the net pro	oceeds of the games listed in this applica	tion to be turned over to it."
		Name of organization	
	"It is hereby certified that		
2	. If any part of the net proceeds are to be devoted to over to another organization which is exclusively executive officer to the following certificate:	o a purpose allowed by the Raffles Licer devoted to such purposes, secure the sign	nsing Law by turning the same nature of its president or othe

#### Multiple gift baskets and gift certificates donated from local businesses. \$25-\$250 ☑ Yes □ No ☐ Yes □ No ☐ Yes □ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ■ No ☐ Yes □ No ☐ Yes ☐ No ☐ Yes □ No ☐ Yes □ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes □ No ☐ Yes □ No ☐ Yes □ No ☐ Yes ☐ No ☐ Yes ☐ No

☐ Yes

□ No

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

State of Nev	w Jersey	
County of	Atlantic	} ss.

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

- 1. The applicant (is) (is not) limited in its activities to the 5. furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
- 2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
- The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
- 4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.

5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.

- 6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.I.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.I.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
- 7. All statements in the foregoing application are true.

Sworn and subscribed to before me this
11 day of Jasury, 2025.
Lhorps D. hevenson
Notary Public (Print name)
Attorny at Low of New gersey
Signature of Notary Public
AFFIX SEAL HERE

Elma No	1	Plesid	ont
Signature of Office and Title  Masso  Masso	Secret	Hy	G-(
Signature of Member-in-Charge		)	
Signature of Member-in-Charge			
Signature of Member-in-Charge			
Signature of Member-in-Charge			

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

#### LGCCC Form 13

#### STATEMENT OF RAFFLES EQUIPMENT SUPPLIER LESSOR

(To be attached to each copy of Raffles Application where equipment is leased.)

Location: Linwood Country Club, 500 Shore Rd., Linwood, NJ 08221

Name of Organization to Conduct Raffles: Margate Education Foundation, Inc.

Address: 8103 Winchester Ave., Margate City, NJ 08402

LGCCC Registration ID #: 289-5-41094

Expiration Date: 09/22/2025

**Date of Event:** 02/21/2025

I, Lisa Graham, being duly sworn on my oath depose and say that:

- I am an authorized officer, namely the Vice President of, **Tumbling Dice Entertainment, Inc.**, a corporation, which is the lessor of the raffles equipment to be rented, described in the annexed application.
- 2 The address of the lessor is: 114 Buddtown Rd., Southampton, NJ 08088.
- a) I am concurrently approved by the Control Commission as being of good moral character and have never been convicted of a crime holding lessor certificate number 608-25.
  - b) If lessor is a corporation, all of its officers, and all of the stockholders owning 10% or more of its stock issued and outstanding are concurrently approved by the Control Commission as being of good moral character and have never been convicted of a crime being lessor number 608-25.
- The rental to be charged and paid for the raffles equipment conforms to the schedule of authorized rentals prescribed by the Control Commission.

5 Total amount of charge made: \$3150.00

Signature of Lessor

Sworn and subscribed before me this

day of

1

A Notary Public

ANN L KLEIN
Commission # 50190275
Notary Public, State of New Jersey
My Commission Expires
March 29, 2027

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 09/22/2023

Expiration date: 09/22/2025

Registration identification: 289-5-41094

MARGATE EDUCATION FOUNDATION INC 8103 WINCHESTER AVE MARGATE, NJ 08402

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

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

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

Mail to: MARGATE EDUCATION FOUNDATION INC 8103 WINCHESTER AVE MARGATE, NJ, 08402

Attn:

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

#### RESOLUTION No. 37, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2025-06, TO MAINLAND CREW ASSOCIATION

WHEREAS, Mainland Crew Association has applied for a Raffle License to conduct games on March 18, 2025, March 25, 2025, April 1, 2025, April 8, 2025, April 15, 2025, April 22, 2025, April 29, 2025, and May 6, 2025; and

WHEREAS, Mainland Crew Association has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-4-42141;

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
DARREN	MA:	TIK, MAYO	DR		
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## New Jersey Office of the Attorney General Division of Consumer Affairs

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

## **Application for a Raffle License**

Application No. RA 2025-06
Identification No. 257-4-42/4/

Please	print clearly.			
Na	me of municipality:		City of Linwood	
Part	A - General			
1.		tion:	Mainland Crew Association	
2a.			01 Oak Avenue, Linwood, NJ 0822	1
b.		PO Box 108 Linwood		
3.	A license is requested to cor (use a separate application f	duct raffles of the kind stated or each type of raffle).	on the date, or on each of the dates,	and during the hours liste
	Date	Hours	Date	Hours
_	March 18, 2025	7pm - 9pm	May 6,2025	<u> 7pm - 9pm</u>
_	March 25, 2025	7pm - 9pm		
_	April 1, 2025	<u> 7pm - 9pm</u>		
	April 8, 2025	<u>7pm - 9pm</u>		
	April 15, 2025	<u>7pm - 9pm</u>		
-	April 22, 2025	<u>7pm - 9pm</u>		-
_	April 29, 2025	<u>7pm - 9pm</u>		
4a.	Address of place where raffle	es will be played: 1301 Oa	ak Avenue, Linwood, NJ 0822	:1
b.	Does the applicant own the	premises or regularly occupy	them for its general purposes?	l Yes □ No
5.	If raffles equipment is to be r	ented, attach a statement by	the raffles equipment lessor to this a	oplication on Form 13.
Part I	3 - Schedule of Expenses			
he it	ems of expense intended to b	pe incurred or paid in conne	ction with the games listed in this ap	oplication, the names and
ddre			he purpose for which each item is to	be paid, are:
	Item of Expense	Name and add	dress of supplier	Purpose
	Gift Certificate	Charlies Bar 800 Shore R		Prize
	Gift Certificate		6 Bay Ave, Somers Point, NJ	Prize
	Gift Certificate		2300 Fairmount Ave, AC, NJ	Prize
***************************************	Gift Certificate	Crab Trap Restaurant 2 Br		Prize
	Gift Certificate	Gregorys Bar 900 Shore F	Road Somers Point, NJ	Prize

#### Part C - Schedule of Purposes

1. The specific purpose(s) to which the entire net proceeds of the games listed in this application are to be devoted, and the manner in which they are to be so devoted, are:

All Proceeds benefit the Mainland Regional High School Rowing Program operating expenses.

If any part of the net proceeds are to be de over to another organization which is excluence executive officer to the following certificates.	usively devoted to	e allowed by such purpos	the Raffles es, secure th	Licensing Law by turning the same e signature of its president or other
"It is hereby certified that N/A	***************************************			
te a nerez y corumea anat		Name of org	ganization	
will accept from the licensee any part of the	e net proceeds of th	ne games list	ed in this ap	plication to be turned over to it."
Date:	Sign	nature:		
Part D - Schedule of Prizes				
Description of Prize		Donated (	(Yes or No)	Retail value
•		Donateu	(ICS OF INO)	
\$50 Gift Card - Charlies Bar (7 Cards)		☐ Yes	☑ No	\$350.00
\$50 Gift Card - Gregorys Bar (7 Cards)		☐ Yes	☑ No	\$350.00
\$50 Gift Card - Docs Restaurant (7 Ca			☑ No	\$350.00
\$50 Gift Card - Angelos Fairmount Tav	ern (7 Cards)	☐ Yes	☑ No	\$350.00
\$50 Gift Card - Crab Trap Restaurant (	7Cards)	☐ Yes	□ No	\$350.00
		☐ Yes	□ No	
		☐ Yes	□ No	
		☐ Yes	□ No	
		☐ Yes	□ No	
	VALIMAN VIV	☐ Yes	□ No	
		☐ Yes	□ No	
		☐ Yes	□ No	

☐ Yes

☐ No

□ No

□ No

□ No

□ No

☐ No

□ No

☐ No

□ No

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

State of New Jersey
County of Atlantic

} ss.

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

- 1. The applicant (is) (is not) limited in its activities to the 5. furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
- 2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving 6. one or more "authorized purposes."
- 3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
- 4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.

5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.

o. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.

7. All statements in the for going application are true.

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

Sworn and subscribed to before me this

\_day of January\_

La M Bernal

Notary Public (Print name)

Signature of Notary Public

PAULA M BERNAL
NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION # 2418008
MY COMMISSION EXPIRES 3/1/2027

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



# MAINLAND CREW ASSOCIATION 2025 DINNER CLUB RAFFLE

ID #257-4-42141 RL # 2025-XX

ALL PROCEEDS TO BENEFIT MRHS ROWING PROGRAM

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*Random drawing of winning numbers will take place on Tuesdays at  11 12 7:30PM from 3/18/2025 thru 5/6/2025 during the Mainland Rowing Parent Association Meeting held at Mainland Regional High School.  18 19  *All tickets eligible to win each week. 5 Winners Weeklyl  25 26  *No substitution of the offered prize allowed  *Winner does not need to be present & will be notified		24		17		10		u
		25		18		11		4
*Random drawing of winning numbers will take place on Tuesdays at 7:30PM from 3/18/2025 thru 5/6/2025 during the Mainland Rowing Parent Association Meeting held at Mainland Regional High School.  *All tickets eligible to win each week. 5 Winners Weeklyl  * No substitution of the offered prize allowed  * Winner does not need to be present & will be notified		26		19		12		U
	* Winner does not need to be present & will be notified	* No substitution of the offered prize allowed	*All tickets eligible to win each week. 5 Winners Weeklyl		Parent Association Meeting held at Mainland Regional High School.	7:30PM from 3/18/2025 thru 5/6/2025 during the Mainland Rowing	*Random drawing of winning numbers will take place on Tuesdays at	

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5@\$50 5@\$50 **8** 

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\* PRIZE - \$50 restaurant gift certificate

\* \$20 per ticket / Every ticket can win EVERY WEEK!

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5@\$50 **22** 

TEAR HERE

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5@\$50 **29** 

2025 DINNER CLUB RAFFLE (\$20.00 PER TICKET)	MAINLAND CREW ASSOCIATION	SOLD BY:	ADDRESS:	NAME:	
ID #257-4-42141 RL # 2025-XX	TICKET #:		EMAIL:	PHONE	

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 03/25/2024

Expiration date: 03/25/2026

Registration identification: 257-4-42141

MAINLAND CREW ASSOCIATION PO BOX 108 LINWOOD, NJ 08221



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

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

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

Mail to: MAINLAND CREW ASSOCIATION

PO BOX 108 LINWOOD, NJ, 08221

Edward F. Barrett, Secr

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

#### RESOLUTION No. 38, 2025

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO TRIAD ASSOCIATES FOR ACCESSORY APARTMENT IMPLEMENTATION SERVICES FOR THE CITY OF LINWOOD

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional for accessory apartment implementation services and technical assistance on Affordable Housing Requirements to comply with an Order of Fairness and Compliance; and

whereas, the Local Public Contracts Law (N.J.S. 40A:11.1 et. seq.) requires that a Resolution authorizing the award of Contracts for "Professional Services" without competitive bids must be advertised;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Triad Associates, 1301 W. Forest Grove Road, Vineland, NJ 08360, is hereby hired for an amount 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 Triad Associates with regard to the aforesaid. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

A copy of this Resolution shall be published in an official newspaper of the City of Linwood as required by law within ten (10) days of its passage.

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 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL	CLERK
DARREN MATIK, MAYOR	

## **CITY OF LINWOOD**

# Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

**Date:** 1-24-2025

Re: Availability of Funds-COAH Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under the planning board operating budget. Funds will be encumbered to Triad Advisory Services, Inc., 1301 W Forest Grove Road Vineland, NJ 08360-1501.

#### PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made January 3, 2025 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **CITY OF LINWOOD**, 400 Poplar Avenue, Linwood, New Jersey 08221 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, for the term January 1, 2025, through December 31, 2025, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

- The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
- 2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
- 3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
- 4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
- 5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice and Principal reserves the right to terminate this Agreement at any time by providing Consultant with 30 days written notice
- 6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).



- 7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
- 8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
- 9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
- 10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
- 11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
- 12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B Compensation and Method of Payment" that is attached and made a part of this Agreement.
- 13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
- 14. Consultant reserves the right to cease performance under this Agreement due to:
  - a. Principal's nonpayment of compensation as required by Exhibit B;
  - b. Principal's failure to pay invoices within 45 days of receipt;
  - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
- 15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
- 16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
- 17. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
- 18. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.



- 19. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
- 20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
- 21. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consu	ıltant:	To the Princi	pal(s):
	CIATES est Grove Road w Jersey 08360	CITY OF LINW 400 Poplar A Linwood, Ne	
Attention:	Carolyn P Zumpino	Attention:	Leigh Ann Napoli
	President	4	City Administrator / Municipal Clerk

or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]



**TRIAD ASSOCIATES** Moneca Marui **President** January 3, 2025 **CITY OF LINWOOD** Witness By: Date: **BILLING CONTACT INFORMATION:** Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below. Please Print Name/Title: Billing Address: Email Address: Phone No. Fax No. **CERTIFICATION OF FUNDS** I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement. Signature Date **Print Name & Title** 

The Consultant and Principal executed this Agreement as of the date first above written.



## EXHIBIT A PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated January 3, 2025, between **TRIAD ASSOCIATES** ("Consultant") and the **CITY OF LINWOOD**, ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

#### PROJECT DESCRIPTION / SUMMARY OF SERVICES

- I. Accessory Apartments Program Implementation
- II. Affordability Assistance Program Development and Operating Manuals
- III. Affordability Assistance Program Implementation
- IV. Housing Rehabilitation Program Management Services Rentals Only
- V. Technical Assistance on Affordable Housing Requirements
- VI. Municipality's Responsibilities

#### SCOPE OF SERVICES:

#### I. ACCESSORY APARTMENT PROGRAM IMPLEMENTATION SERVICES

- A. Accessory Apartment Services: The Consultant, upon the request of the Principal and in accordance with DCA/Court requirements, shall implement the Municipality's Accessory Apartment Program. The program shall be implemented in accordance with the Municipality's Housing Element and Fair Share Plan and in accordance with N.J.A.C. 5:93, including but not limited to:
  - 1. Revisions/updates of existing Accessory Apartment Policies and Procedures Manual;
  - 2. Revisions/updates of a Marketing Program and Landlord Pamphlet to solicit applications and interest from potential landlords;
  - 3. Follow established program guidelines for the provision of subsidies to Property Owners for the physical creation of accessory apartments conforming to the requirements of the Municipality's Accessory Apartment Ordinance; and
  - 4. Monitor the distribution of the program subsidy, the oversight of securing the certificates of occupancy, qualifying properties, handling application forms, overseeing the preparing deed restrictions for recording, and filing monitoring reports to the Principal and DCA/Courts.
- **B.** Administrative Agent Services for Accessory Apartments: The Consultant, upon the request of the Principal and with DCA/Court requirements, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are set forth, including but not limited to the Municipality's Fair Share Plan, New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) Fair Housing Act rules and regulations, and UHAC regulations, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

#### 1. Affirmative Marketing (if needed)

- a. Assisting the Municipality with the preparation of an updated Affirmative Marketing Plan consistent with the provisions of N.J.A.C. 5:80-26.15;
- b. Conducting an outreach process to ensure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Municipality and the provisions of N.J.A.C. 5:80-26.15;



- c. Ensure that the new Accessory Apartment rental program is posted on the New Jersey Housing Resource Center website (<u>www.nihrc.gov</u>) at least 60 days prior to holding a lottery, pursuant to P.L.2020, c.51 (C.52:27D-321.3 et seq.).;
- d. Market units in accordance with the Fair Chance in Housing Act (enacted 1/1/2022);
- e. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by FSHC; and
- f. Providing counseling or referrals to counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

#### 2. General Administrative/Waitlist Management

- a. Maintain an applicant pool and waiting list for rental units with at least two years' worth of applicants for anticipated units available;
- b. Sending annual letters to all tenants of affordable dwelling units, providing them with the maximum allowable rents and the contact information for Triad where complaints of excess rents can be reported pursuant to N.J.A.C. 5:80-26.18(d)4; and
- c. Notification of annual allowable rent increases sent to landlords upon the release of the annual Affordable Housing Regional Income Limits by Household Size.

#### 3. Household Certification

- a. Soliciting, scheduling, conducting and following up on interviews with interested households;
- b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a very-low, low- or moderate-income unit;
- c. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1, et. seq.;
- d. Employing a random selection process as provided in the Affirmative Marketing Plan of the Municipality when referring households for certification to affordable units.
- e. Ensuring ongoing compliance with N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

#### 4. Enforcement

- The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
- b. Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the municipality as defined by N.J.S.A. 47:3-16, and are legal property of the municipality. The Administrative Agent named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.
- c. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.



#### II. AFFORDABILITY ASSISTANCE PROGRAM DEVELOPMENT AND OPERATING MANUALS

The Consultant shall, upon the request of the Principal, in accordance with the provisions of the Fair Housing Act and the Uniform Housing Affordability Control (UHAC) regulations (N.J.A.C. 5:80-26.1 et seq.), work with municipal staff to identify eligible services and level of financing for the Affordability Assistance Program. Once determined, Consultant will create or update an Affordability Assistance Operating Manual for sales and rental units, to include:

- 1. Overview
- 2. Eligible Services
- 3. Eligible Participants
- 4. Eligible Properties
- 5. Level of Financing
- 6. Program Financing
- 7. Administration
- 8. Forms for Program Implementation

#### III. AFFORDABILITY ASSISTANCE PROGRAM IMPLEMENTATION SERVICES

Process Applications and provide approvals or denials to the Principal for the following programs that were identified in the Operating Manual:

- **A. Down Payment Assistance -** The Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. Funds provided to title company and secured by mortgage and mortgage note.
- B. Emergency And Health/Safety Repairs For Owner Occupied Affordable Units— Affordability Assistance funding is available to assist income qualified owners of low-and moderate-units to make emergency and/or health and safety related repairs that they do not have the financial resources to make otherwise. Funds provided to the construction contractor upon completion of service and secured by mortgage and mortgage note. Additional Case Management Services provided by Triad include:
  - Coordinate inspections by the municipal building inspector to document emergency
  - Assist Homeowner to obtain quotes from contractors
  - Review required documentation from contractors to verify they are qualified
  - Present quotes for review and approval/denial by municipality
  - Prepare construction contract
  - Coordinate final inspection by the municipal building inspector
  - Prepare close out documentation for homeowner
  - Process payment request from contractor to municipality
  - Prepare mortgage and mortgage note for recording by municipality
- C. Energy Efficiency Program (EEP) For Owner Occupied Affordable Units This program makes available funding to <u>income-qualified</u> owners of deed restricted affordable homes in the municipalities. The eligible Energy Efficiency upgrades/replacements are listed in the Operating Manual. Funds provided to the construction contractor upon completion of service and secured by mortgage and mortgage note. Additional Case Management Services provided by Triad include:
  - Assist Homeowner to obtain quotes from contractors
  - Review required documentation from contractors to verify they are qualified
  - Present quotes for review and approval/denial by municipality
  - Prepare construction contract
  - Coordinate final inspection by the municipal building inspector



- Prepare close out documentation for homeowner
- Process payment request from contractor to municipality
- Prepare mortgage and mortgage note for recording by municipality
- D. Homeownership Assistance Program The Program is designed to help income qualified low- and moderate-income homeowners retain stable finances. This program will provide funding to homeowners of deed restricted affordable properties within the municipality who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees, as outlined in the Operating Manual. Payments will be made to the applicable entity and secured with mortgage and mortgage note. Additional analysis of applicants ongoing ability to maintain expenses of unit will be made prior to approving any funds being dispersed. Additional case management services will include:
  - Obtaining bills/invoices with outstanding balances and account numbers
  - Preparing and presenting recommendations of assistance and amounts to the municipality
  - Preparing requests for payments to each entity and submitting to municipality
  - Prepare mortgage and mortgage note for recording by municipality
- E. Rental Assistance This program makes available grants to income-qualified tenants of deed restricted affordable apartments in the municipality in an amount equal to the amount of rent that the landlord charges for the first month of occupancy or security deposit. Funds will be sent to Landlord and secured by a landlord agreement. Triad will prepare all documents for the municipality.
- F. Create Additional Very Low-Income Units Affordability assistance may be utilized to create additional very low-income units by converting a moderate or low-income unit into a very low-income unit in new developments. The affordability assistance will result in additional very low-income units beyond what is required by state affordable housing rules. Triad is available to provide technical assistance.
- **G.** Income-qualify applicants if not completed as part of the purchasing or renting certifications.
- **H.** Other Administrative Agent Notification If applicable, Consultant will contact other Administrative Agents overseeing affordable units in the municipality to inform them of the program and how to assist low- and moderate-households access these funds.
- **I. Homeowner Notification** Notify current homeowners of availability of Affordability Assistance Program through creation of flyer that will be mailed/emailed.
- J. Small Development Affordability Assistance. Offer developers of projects proposing 1-4 total housing units a subsidy to construct one (1) or two (2) affordable units as part of the total proposed rental units.
- K. Revisions/Updates to Operating Manual, as needed.

#### IV. HOUSING REHABILITATION PROGRAM MANAGEMENT SERVICES – RENTALS

- A. Housing Rehabilitation Program General Oversight: Triad Associates shall represent the Municipality in carrying out all aspects of the proposed Rental Housing Rehabilitation Program in accordance with the guidelines and regulations included in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), Services will include the following to complete an authorized number of cases in accordance with the time schedule determined by the Municipality:
  - 1. Market the Housing Rehabilitation Program;



- 2. Maintain eligible contractor list including valid licenses and insurance;
- 3. Attend meetings as requested/required by the Municipality during the term of this engagement;
- 4. Present information to Municipality officials regarding cases processed, waitlists, program marketing, and opportunities to increase the scope of the Housing Rehabilitation Program; and
- 5. Prepare Status and Financial Reports, as requested.

#### **B.** Prepare or Update Operating Manual

Manual will include the following policy/procedures for the Housing Rehabilitation Program:

- 1. Eligible Participants
- 2. Program Funding Terms
- 3. Subordination Policy
- 4. Property Improvements
- 5. Rehabilitation Standards
- 6. Administrative Procedures
- 7. Contractor Requirements
- 8. Maintenance of Records and Client Files
- 9. Sample Forms and Agreements

#### C. Rental Housing Rehabilitation Case Management Services

- 1. Coordinate all aspects of the Housing Trust Fund Housing Rehab Program. This includes project file set-up, forms and contract review, application intake and processing procedures, file maintenance, eligibility criteria, etc.;
- 2. Initial Application review, client file initiation, preliminary documentation of work-up;
- 3. Respond to email and phone requests from applicants during waiting period;
- 4. Refresh application information when due for rehab;
- 5. Final review of intake process determining eligibility and letter of approval/denial to client:
- 6. Create and maintain case management tracking spreadsheet;
- 7. Document initial inspection with Housing Rehabilitation Inspector and client;
- 8. Secure Work Write-Ups from Housing Rehabilitation Inspector outlining deficiencies and work necessary to correct serious code violations;
- 9. Prepare and submit Section 106 Historic Preservation review documentation;
- 10. Prepare Bid Announcement and send to eligible contractors;
- 11. Conduct bid opening including tabulate and analyze bids, provide recommendation for selection of contractor, and email bid awards;
- 12. If two bids are not obtained, Triad staff will prepare re-bid This will be billed hourly outside of per case fee;
- 13. Prepare construction contracts and loan documents;
- 14. Schedule and conduct contract signing and pre-construction conference with Triad staff, homeowner and contractor (if needed);
- 15. Coordinate a job-site conference between homeowner, Housing Rehabilitation Inspector and contractor in conjunction with the Municipality's construction Code Official;



- 16. Track progress of project and keep lines of communication open between homeowner, contractor, municipality and inspectors;
- 17. Coordinate interim and Final inspections with homeowner, contractor and Housing Rehab Inspector;
- 18. Obtain signatures from homeowners and contractors (see Forms Section of Housing Rehab Manual);
- 19. Update project file during the contract period;
- 20. Triad Rehabilitation Specialist will provide direct assistance in resolving contractor/ homeowner disputes that may arise during implementation, prepare Change Orders, attend project construction meetings, etc.;
- 21. Verify and obtain municipal code official approval of close-out of project, including permitting; and
- 22. Prepare Mortgage and Cover Sheet for Municipality to file.

#### D. Emergency Rehabilitation Case Management Services:

- Emergency Rehabilitation Case Management follows the same procedures as nonemergency Housing Rehab with the exception of the bidding process; Triad staff will obtain a minimum of two quotes from qualified contractors. If two quotes are not received, Triad staff will obtain approval from the Municipality to accept the sole quote;
- Triad Housing Rehabilitation staff may recommend full Housing Rehabilitation for cases where adequate funds have been retained for Emergency Rehabilitation needs but nonemergency code violations have been identified; and
- 3. Housing Rehabilitation cases in which emergency conditions are identified will be phased to address the emergency first followed by the remainder of the rehabilitation process.

#### E. THIRD-PARTY INSPECTION SERVICES (Principal to contract with and pay inspector directly)

Third-Party Property Inspection Services are not part of this contract, but are listed here for informational purposes only.

- 1. Inspect dwellings being considered for the program funding, take required photographs and prepare a work write-up with an estimate of cost.
- 2. Conduct lead inspections and risk assessments of participating properties as required.
- 3. Conduct interim and final inspections of contracted work for release of payments to contractors.

## V. <u>MUNICIPAL ADMINISTRATIVE AGENT-TECHNICAL ASSISTANCE ON AFFORDABLE HOUSING</u> REQUIREMENTS: Upon request, Consultant will provide the following services:

- A. Meet with Municipality's designated staff to establish project implementation goals for contract year;
- B. Meet with Municipality's designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer;
- C. Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan for the For-Sale and Rental Program, as needed;
- D. Preparation of Mid-Point Reviews and Annual Reports as required by the Court Judgment of Repose and Compliance Order;
- E. Complete Annual Monitoring of all affordable units as follows and to obtain needed information:



- 1. Report any non-compliance identified to Municipality's Solicitor and ensure all follow up notices and actions are taken;
- Contact all Administrative Agents to obtain updated information on waiting lists, affirmative marketing efforts and lists of units sold or rented to date and current allowable rents from landlords; and
- 3. Contact all Group Home managers to obtain documentation on continued use and current licenses;
- F. Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed.

#### VI. MUNICIPALITY'S RESPONSIBILITIES: The Municipality shall:

- 1. Provide to the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison and primary contact person for all matters related to this Scope of Work to the Administrative Agent;
- 2. Review applicable local ordinances to ensure they are not in conflict with, and will enable efficient implementation of, the Scope of Work;
- 3. Monitor the status of all restricted units in the Municipality's Fair Share Plan based on the information supplied and reports submitted by the Administrative Agent;
- 4. Review and verify monthly/annual reports, manuals, Affirmative Marketing Plans and other documents supplied by the Administrative Agent, and submit, if required, to the Court or FSHC;
- 5. Attend meetings with affordable housing providers as arranged by the Administrative Agents, as applicable;
- 6. Monitor that all restricted affordable units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA) database. The Municipality and MUA shall promptly notify the Administrative Agent of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units;
- 7. Provide all reasonable and necessary assistance to the Administrative Agent in support of efforts to enforce provisions of the Municipality Fair Share Plan, the Fair Housing Act Rules and regulations, as amended, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under this Scope of Work and subsequent Agreements.

**AGENCY ENFORCEMENT AND DELEGATION**. Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.

**ASSIGNMENT OF AFFORDABLE HOUSING UNITS.** This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the municipality that fall under the jurisdiction of the Act: Units to be specified upon receipt of Substantive Certification for the municipality's Third Round Plan.

**INFORMATION TO BE FURNISHED TO CONSULTANT:** The Principal shall provide the Consultant information and documentation, which the Consultant may require to properly render the services provided for in this Agreement.



## EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated January 3, 2025, between TRIAD ASSOCIATES ("Consultant") and the CITY OF LINWOOD, ("Principal").

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

#### I. ACCESSORY APARTMENT PROGRAM – IMPLEMENTATION

Service	Fee	Paid By
<ul> <li>Program Consultant will be paid a fee for the following services:</li> <li>Update/revisions to Operating Manual, Marketing Program and Landlord Pamphlet to solicit applications and interest from potential landlords</li> <li>Implement established program guidelines for the provision of subsidies to Property Owners for the physical creation of accessory apartments conforming to the requirements of the Municipality's Accessory Apartment Ordinance.</li> <li>Monitor the distribution of the program subsidy, the oversight of securing the certificates of occupancy, qualifying properties, handling application forms, overseeing the filing deed restrictions, and filing monitoring reports to the Municipality and DCA/Courts</li> <li>Additional marketing to low/mod households, as needed</li> </ul>	\$150.00 per hour not to exceed \$4,000.00 plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage.	Principal
<ul> <li>General Administration/Wait list Management</li> <li>Maintain Waiting List/Applicant pool</li> <li>Annual Letters to Tenants</li> <li>Annual Rental Increase Allowances to Landlords</li> </ul>	\$200.00 per month plus direct costs for postage	Principal
<ul> <li>Household Certifications – Rentals/Re-rentals:</li> <li>Certify applicants for eligibility (Per case fee)</li> <li>Certification fee may be charged if income qualification is required for Affordability Assistance Program</li> </ul>	\$950.00 for completion of each Eligibility Certification or Denial	Principal for first certification, Landlord for subsequent certifications
<ul> <li>Enforcement</li> <li>Notifying absentee owners of compliance issues</li> <li>Providing project status reports, as requested</li> <li>Additional Services required to carry out responsibilities of</li> </ul>	\$150.00 per hour \$150.00 per hour with	Principal  Principal
an administrative agent, as requested	prior approval	гипсіраі



### II. AFFORDABILITY ASSISTANCE PROGRAM DEVELOPMENT

Service	Fee	Paid by
Operating Manual: Prepare /Update Operating Manual	\$150.00 per hour not to	Principal
for the Affordability Assistance Program:	exceed \$1,750.00 per manual	
Consult with Municipality regarding program options	as needed.	
Create draft manual for review		
Revise manual, if needed		
Prepare Resolution to adopt Manual, if needed		

### III. AFFORDABILITY ASSISTANCE PROGRAM IMPLEMENTATION SERVICES

Service	Fee	Paid By
Income Qualification: If applicant requires income qualification	\$950.00 per income	Principal
for program approval/denial	qualification, If needed	_
Down Payment Assistance Program:	\$550.00 for each Sales	Principal
Review and process each Affordability Assistance	applicant that is	
application for Down Payment and/or Closing Cost	certified for the Down	
Assistance in accordance with the Scope of Services.	payment Assistance	
<ul> <li>Preparation of mortgage and mortgage note.</li> </ul>	program.	
Emergency & Health/Safety Repairs for Owner Occupied	\$1,250.00 for each	Principal
Affordable Units: Review and process each Affordability	Owner-Occupied case	
Assistance application for Emergency & Health Safety Repairs	processed through the	
including:	Emergency &	
Coordinate inspection by Municipality Building Inspector to	Health/Safety Repairs	
document Emergency		
<ul> <li>Assist Homeowner with obtaining contractor proposals</li> </ul>	I =	
<ul> <li>Preparation of Construction Contract</li> </ul>		
<ul> <li>Coordinate/process final payment in accordance with the</li> </ul>		
Scope of Services.		
<ul> <li>Prepare Mortgage/Mortgage Note</li> </ul>	(	
Energy Efficiency Program For Owner Occupied Affordable	\$1,250.00 for each	Principal
<u>Units:</u> Review and process each Affordability Assistance	Owner-Occupied case	- 9
application for Energy Efficiency including:	processed through the	
<ul> <li>Assist Homeowner with obtaining contractor proposals</li> </ul>	Energy Efficiency	
<ul> <li>Preparation of Construction Contract</li> </ul>	Program	19-
<ul> <li>Coordinate/process final payment in accordance with the</li> </ul>		
Scope of Services.		
Prepare Mortgage/Mortgage Note		
<u>Homeownership Assistance Program:</u> Review and process each	\$1,250.00 for each	Principal
application from homeowners of deed restricted affordable	Owner-Occupied case	
properties within the Municipality who are in arrears with	processed through the	
mortgage payments, taxes, utility payments, special	Homeownership	
assessments, or homeowners' fees, including:	Assistance Program	
Review documents submitted on arrears and prepare		
approval or denial letter		
• Coordinate/process payment in accordance with the Scope	,	
of Services.		-
Prepare Mortgage/Mortgage Note		



Service	Fee	Paid By
Rental Assistance: Review and process each application from	\$350.00 for each	Principal
an income-qualified tenant of deed restricted affordable	Rental Assistance	2
apartments for assistance for rent and/or security deposit	application processed	
assistance, including:	through the Rental	
Preparation of grant agreement	Assistance Program	
Coordinate/process payment in accordance with the Scope		
of Services		
Create Additional Very Low-Income Units: Provide Technical	\$150.00 per hour	Principal
Assistance, as requested.	7	
Other Administrative Agent Notification: If applicable,	\$150.00 per hour	Principal
Consultant will contact other Administrative Agents overseeing		
affordable units in the municipality to inform them of the		
program and how to assist low- and moderate-households		
access these funds.		
Homeowner Notification: Notify current homeowners of	\$150.00 per hour	Principal
availability of Affordability Assistance Program through creation		
of flyer that will be mailed/emailed, if needed.		
Small Development Affordability Assistance. Offer developers	\$150.00 per hour	Principal
of projects proposing 1 – 4 total housing units a subsidy to		
construct one (1) or two (2) affordable units as part of the total		
proposed rental units.		
Revisions/Updates to Operating Manual, as needed.	\$150.00 per hour	Principal

### IV. HOUSING REHABILITATION PROGRAM – RENTAL UNITS

Service	Fee	Paid by
Operating Manual:	\$150.00 per hour not to exceed \$2,000.00 per	Principal
Fee for Preparation/Review of Policy &	manual as needed	
Procedure Manual to include		
affordability controls for COAH credit for		
compliance with court judgement and		
local rental and homeowner assistance		
• Market and outreach for Rental Rehab	\$150.00 per hour as needed, plus 100%	Principal
Program	reimbursement for all direct costs associated	
Maintain Wait List	with marketing, as needed, including but not	
<ul> <li>Qualify and maintain eligible</li> </ul>	limited to advertising fees, printing/ postage.	
contractor list		
Case Management Services (per case fee)	Case Management Services shall be \$3,500.00	Principal
as described in the Scope of Services	per case. In those instances where a property	
	owner opts not to continue the project after	
Case Management Fee does not include	entering into the Rehabilitation Program	_
third party inspection fees.	Agreement, but has not proceeded through	
	the construction phase, compensation shall	
	be prorated based on the amount of time and	
	expense required up to time of withdrawal.	
Technical assistance and attendance at	Hourly at \$150.00 per hour.	Principal
meetings with Municipality as required		-



#### V. TECHNICAL ASSISTANCE SERVICES

Service	Fee	Paid by
Program Consultant will be paid a fee for the provision of the following		Principal
services:	per hour	
Meet with Municipality designated staff to establish project		
implementation goals for contract year;	_	T.
Meet with Municipality designated staff to review general oversight		
responsibilities of the Municipality, the Administrative Agent and the		
those of each project developer;		
<ul> <li>Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales</li> </ul>		
Prices and/or Affirmative Marketing Plan, as needed;		- 1
<ul> <li>Preparation of Mid-Point Reviews and Annual Reports as required by the</li> </ul>		-
Fair Share Housing Center;		
Complete Annual Monitoring of all affordable units as follows and to		
obtain needed information:		
<ul> <li>Report any non-compliance identified to Municipality Solicitor and</li> </ul>		
ensure all follow up notices and actions are taken;		
<ul> <li>Contact all Administrative Agents to obtain updated information</li> </ul>		
on waiting lists, affirmative marketing efforts and lists of units sold		
or rented to date and current allowable rents from landlords; and		
<ul> <li>Contact all Group Home managers to obtain documentation on</li> </ul>		
continued use and current licenses;		
<ul> <li>Provide technical assistance with affordable unit documentation required</li> </ul>	- 1	
for Third Round Plan compliance and attend case		
management/compliance hearings, as needed.		
<ul> <li>Throughout the term of the contract, attend meetings and provide</li> </ul>		
monthly update reports, as needed.		

### **METHOD OF PAYMENT:**

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Accessory Apartment/Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.
- Payment Address: All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

**UNSPECIFIED TECHNICAL SERVICES:** For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

**OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES:** Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.



### RESOLUTION No. 39, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2025-07, TO EGG HARBOR TOWNSHIP CREW BOOSTER CLUB

WHEREAS, Egg Harbor Township Crew Booster Club has applied for a Raffle License to conduct games on February 1, 2025 with an inclement weather date of February 8, 2025; and

whereas, Egg Harbor Township Crew Booster Club has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 125-5-37095;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to Egg Harbor Township Crew Booster Club and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLER	ζ.
DARREN MATIK, MAYOR	
•	

### New Jersey Office of the Attorney

General Division of Consumer Affairs
Legalized Games of Chance Control
Commission 124 Halsey Street, 6th Floor, P.O.
Box 46000 Newark, New Jersey 07101

(973) 273-8000 Application No. *RA* 

# Application for a Raffle License

13.

Identification No. 125-537095

		Please print clearly.
		municipality:
	LIIIWOOQ	
Part A - General		
1.NameofApplyingOrganization: Eg	g Harbor Township Cre	w Booster Club
2a. Street address of headquarters:	: PO box 498. Northfield	<u>d. NJ 08225</u>
b. Mailing address (if different):		
A license is requested to conduction listed (use a separate application).	t raffles of the kind state on for each type of raffle	ed on the date, or on each of the dates, and during the hours le).
Date	Hours	
Saturday February 1st 2025	5:30-10pm	
Inclement Weather date 2/8/25	5:30-10pm	
4a. Address of place where raffles wi		of Sorrows Church
	724 Maple	e Ave. Linwood NJ 08221

b. Does the applicant own the premises or regularly occupy them for its general purposes? Yes No

5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form

### Part B - Schedule of Expenses

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

Item of Expense

Name and address of supplier

Purpose

Roll of raffle tickets

staples, 2300 Wrangelboro RD, Mays Landing NJ 08330

onsite raffle drawing

Offering merchandise prizes

### Part C - Schedule of Purposes

1. The specific purpose(s) to which the entire net proceeds of the games listed in this application are to be devoted, and the manner in which they are to be so devoted, are:

Payment of expenses and for equipment for Egg Harbor Township High School Crew Team

2. If any part of the net proceeds are to be devoted to a purpose allowed by the Raffles Licensing Law by turning the same over to another organization which is exclusively devoted to such purposes, secure the signature of its president or other executive officer to the following certificate:

"It is hereby certified that	
N/Aorganization	Name of
will accept from the licensee any part of the net proceeds of the games listed in this application to be turned ov	er to it."
Date: Signature:	

### Part D - Schedule of Prizes

A description of all prizes to be offered and given in all of the games listed in this application is as follows. For merchandise, describe the article and state the retail value; if prizes are to be donated, indicate that fact and estimate as accurately as possible the information requested below.

Description of Prize	Donated (Yes or No)	Retail value
Gift basket from local business	Yes/No	\$50.00
Gift basket from local business	Yes/No	\$50.00
Gift basket from local business	<mark>Yes</mark> /No	\$50.00
Gift basket from local business	<mark>Yes</mark> /No	\$50.00
Gift basket from local business	Yes/No	\$50.00
Gift basket from local business	<mark>Yes</mark> /No	\$50.00
Gift basket from local business	Yes/No	\$50.00
Gift basket from local business	Yes/No	\$50.00
Gift basket from local business	Yes/No	\$50.00
Gift basket from local business	<mark>Yes</mark> /No	\$50.00
Gift basket from local business	Yes/No	\$50.00
Gift basket from local business	Yes/No	\$ 50.00

## Part H - Names of other organizations whose members will assist in conducting the games

Name and address of organization How related Identification No.

N/A

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

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

State of New Jersey

} ss.

County of Atlantic

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

- 1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
- 2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
- 3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
- 4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.

more of the members listed who are familiar with the

- Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
- 6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, games, except to operation or conducting, of the bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as provided by the Raffles Licensing Law otherwise (N.J.S.A. 5:8-50 etseq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.

7. All statements in the foregoing application are true.

Sworn and subscribed to before me this  7 day of	Signature of Officer and Title Stephanie E. Farrell  Signature of Member-in-Charge President  Signature of Member-in-Charge  June 16 Member-in-Charge  Signature of Member-in-Charge  Signature of Member-in-Charge  Signature of Member-in-Charge
Commission # 50203947 Notary Public, State of New Jersey	Signature of Member-in-Charge
My Commission Expires	
October 24, 2027	Signature of Member-in-Charge
5. For each occasion for which a license is sought, one or	

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 02/13/2023

Expiration date: 02/13/2025

Registration identification: 125-5-37095

EGG HARBOR TOWNSHIP HIGH SCHOOL CREW BOOSTER CLUB

**PO BOX 498** 

NORTHFIELD, NJ 08225

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

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

Mail to: EGG HARBOR TOWNSHIP HIGH SCHOOL CREW BOOSTER CLUB

PO BOX 498 NORTHFIELD, NJ 08225 Attn: New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Edward F. Barrett, Secretary

Legalized Games of Chance Control Commission

### RESOLUTION No. 40, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BINGO LICENSE, #2025-03, TO EGG HARBOR TOWNSHIP CREW BOOSTER CLUB

WHEREAS, Egg Harbor Township Crew Booster Club has applied for a Bingo License to conduct games on February 1, 2025 with an inclement weather date of February 8, 2025; and

WHEREAS, Egg Harbor Township Crew Booster Club has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 125-5-37095;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Bingo License be issued to Egg Harbor Township Crew Booster Club and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLER
	DARREI	CAM I	TIK, MAY	OR		
APPROVED:						

### New Jersey Office of the Attorney

General Division of Consumer Affairs
Legalized Games of Chance Control
Commission 124 Halsey Street, 6th Floor, P.O.
Box 46000 Newark, New Jersey 07101

(973) 273-8000

Application No. BA 93 2029 03 7000

Application for a Bingo License

ontification No	125-5-37095
entification No.	125-5-57095

Please print clearly.

Name of municipality: Linwood

### Part A - General

1.

Name Of Applying Organization: Egg harbor Township Crew Booster Club

- 2a. Street address of headquarters: PO box 498, Northfield, NJ 08225
- b. Mailing address (if different):
- 3. List date(s) and hours for games:

Date

Hours

Saturday February 1st, 2025

5:30-10pm

Inclement weather date 2/8/25

5:30-10pm

- 4. Address of place where bingo will be played: Our Lady of Sorrows Church, 724 Maple Ave, Linwood NJ 08221
- a. Does the applicant own the premises or regularly occupy them for its general purposes? Yes No
- b. If "No," from whom will the applicant rent the premises?

Name

Our Lady Of Sorrows Church Address 724 Maple Ave. Linwood NJ, 08221

c. If premises are to be rented, attach Form 10, "Statement of Landlord."

### Part B - Schedule of Expenses

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

Item of Expense	Name and address of supplier	Purpose
Handbag and wallets	Micheal Kors, 15 N. Michigan Ave. AC, NJ,08401	Bingo prizes
Handbag and wallets	Kate Spade, 108 N. Columbu BLVD. AC,NJ, 08401	Bingo Prizes
Handbags and Wallets	Coach, 45 N. Arkansas Ave. AC, NJ 08401	Bingo prizes
\$ 725.00	Tumbling Dice, 13 County RD. 530 South Hampton NJ 08088	Bingo blower/board rental
		Bingo paper and daubers

### Part C - Schedule of Purposes

1. The specific purpose(s) to which the entire net proceeds of the games listed in this application are to be devoted, and the manner in which they are to be so devoted, are:

The net proceeds will be devoted entirely to the Egg Harbor Township High School Crew Team to support the purchase of equipment and other fees associated with maintaining the high school rowing team. The net proceeds are to be deposited directly into the bank account of the Egg Harbor Township Crew boosters, and used as needed for them

2. If any part of the net proceeds are to be devoted to a purpose allowed by the Bingo Licensing Law by turning the same over to another organization which is exclusively devoted to such purposes, secure the signature of its president or other executive officer to the following certificate:

"It is hereby certified that N/A

Name of organization

will accept from the licensee any part of the net proceeds of the games listed in this application to be turned over to it."

	Cianatura	
Date:	Signature:	
Daic.		

### Part D - Schedule of Prizes

A description of all prizes to be offered and given in all of the games listed in this application is as follows. (For cash prizes, state the amount; for merchandise, describe the article and state the retail value; if prizes are to be donated, indicate that fact and estimate as accurately as possible the information requested below.)

Description of Prize Amount (for cash prizes) or Article	Retail Value
(Additionally, please attach a schedule of the games to be conducted.)	
Michael Kors LGTOTE/DRGNF/NS	\$130.14
Michael Kors LGTOTEWCRD/PALE/NS	\$119.00
Michael Kors XLTZDUFFLE/LTCRM/NS	\$130.01
Michael Kors LGDRWSTGTR/NAVY/NS	\$96.20
Micheal Kors LGTOTEWCRD/BRIGH/NS	\$99.00
Michael Kors LGFLATMFPH/NAVY/NS	\$49.00
Coach NINA CYL-IM/BLK	\$172.49
Coach LRG CRN ZP-IM/AAB	\$39.00
Coach SIG COURT BKPK- IM/DJB	<u>\$159.00</u>
Coach LRG CRN ZP-IM/CHK	\$ 39.00
Kate Spade SPADE FLOWER	\$119.7 <u>0</u>
Kate Spade KENZIE PATENT FABRIC LARG	\$81.7 <u>5</u>
Kate Spade LUCY COLORBLOCK SAFFIANO	\$39.00
Kate Spade LUCY SAFFIANO LEATHER MED	\$39.00

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

State of New Jersey

} ss.

County of Atlantic

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

- 1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Bingo Licensing Law.
- 2. Prior to the issuance of any license to it to conduct 6. games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
- 3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
- 4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.

- more of the members listed who are familiar with the Bingo Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
- So. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. All prizes offered for games conducted on a single occasion will not exceed the limit on the sum or retail value of prizes as provided by the Bingo Licensing Law (N.J.S.A. 5:8-25 et seq.) and N.J.A.C. 13:47-6.16 and 13:47-7.2.

7. All statements in the foregoing application are true.

Sworn and subscribed to before me this  7 day of January , 2025.  Notary Public (Print name)  MAXWELL A GURWICZ Commission # 50203947 Notary Public, State of New Jersey	Signature of Member-in-Charge  Signature of Member-in-Charge  Signature of Member-in-Charge  Signature of Member-in-Charge  Signature of Member-in-Charge
My Commission Expires  ACtober 24, 2027	Signature of Member-in-Charge

5. For each occasion for which a license is sought, one or

### Egg Harbor Township High School

### Bag Bingo February 1st 2025

#### Schedule of Games

Boards: 4 Squares (faces) per game

Cost: \$35 per game total

12 Games of Bingo: 3 regular, 9 special Winner of each round receives a handbag.

Bingo Confi	<u>guration</u> Prize		<u>Retail value</u>
Game 1(special)	letter E Mi	chael Kors LGTOTE/DRGNF/NS	\$130.14
Game 2(special)	picture frame Mi	chaels KorsLGTOTEWSTGTR/NAVY	′ \$96.20
Game 3	regular Bingo(1 line)	Michael KorsLGTOTEWCRD/PALE	\$119.00
Game 4(special)	letter H	Kate Spade Flower	\$119.70
Game 5(special)	Oar	Kate Spade Kenzie Patent Fabric	\$79.00
INTERMISSION			
Game 6	regular Bingo(1 line)		\$172.49
Game 7( special)	letter M	Kate Spade CHELSEA KSNYL	\$ 89.25
Game 8(special)	plus sign +	Kate Spade CAREY SMOOTH	\$134.25
Game 9	regular Bingo(1 line)	Michael Kors LGTOTEWCRD	\$99.00
Game 10(special)	X marks the spot	Kate Spade POPPY REFINED	\$139.00

### Final Games of the Night \*\*Bonus

**Game 11(special)	smiley face	Coach SIG COURT BKPK-IM
		A450.00

\$159.00

\*\*Game 12(special) pyramid Michael Kors XLTZDUFFLE/LTCRM

\$ 130.01

Game 11 includes 5 game sheets for \$5 (i.e.,\$1 per game face) Game 12 includes 5 game sheets for \$5 (i.e,\$1 per game face)

Games 11 and 12 must be purchased separately

Tiebreakers: NJ STATE LAW 13:47-7.6

In the event there is a tie, when more than one player is found to be the winner on the call of the same number in the same game, the designated prize shall be divided as equally as possible; and when division is not possible, substitute prizes, whose aggregate value shall not exceed that of the designated prize shall be awarded; but such substitute prizes shall be of equal value to each other.

Is gambling a problem for you or someone in your family? Dial 1-800-GAMBLER

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 02/13/2023

Expiration date: 02/13/2025

Registration identification: 125-5-37095

EGG HARBOR TOWNSHIP HIGH SCHOOL CREW BOOSTER CLUB

PO BOX 498

NORTHFIELD, NJ 08225

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

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

Mail to: EGG HARBOR TOWNSHIP HIGH SCHOOL CREW BOOSTER CLUB

PO BOX 498 NORTHFIELD, NJ 08225 Attn: New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Edward F. Barrett, Secretary

Legalized Games of Chance Control Commission



### **Our Lady of Sorrows Church**

A Perpetual Adoration Parish
724 Maple Avenue – Linwood, NJ 08221-1818
(609) 927-1154 (609) 927-0398 fax
Web Site- www. Ourladyofsorrows.us/

January 11, 2025

To Whom It May Concern:

This letter is in reference to the donation of our hall for 7 hours to Egg Harbor Township Crew Team on Saturday, February 1, 2025. We are a licensed venue for legalized games of chance.

Our I.D. number is I.D. 257-1-14250.

Thank you for your time and cooperation.

Sincerely,

Rev. Paul D. Harte, Pastor

Our Lady of Sorrows Church

Tail D Harte

PDH/bkm

### RESOLUTION No. 41, 2025

A RESOLUTION APPROVING AN AMENDMENT TO BINGO LICENSE NO. 2025-01-A FOR OUR LADY OF SORROWS CHURCH

WHEREAS, Our Lady of Sorrows Church was issued a Bingo License on December 2, 2024 by Resolution No. 181, 2024; and

WHEREAS, Our Lady of Sorrows Church is requesting to amend to the following dates; April 4, 25 of 2025, May 2, 9, 16, 23, 30 of 2025, June 6, 13, 20, 27 of 2025, September 5, 12, 19, 26 of 2025, and October 3, 10, 17, 24, 31 of 2025; and

WHEREAS, it is the desire of the Common Council to approve said
amendment;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the amendment to Bingo License No. 2025-01-A be and is hereby approved.

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 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLER
	DARRE	N MA!	TIK, MAY	OR		
APPROVED:						



# New Jersey Office of the Attorney General Division of Consumer Affairs

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

# Application to Amend a



	(Fied	ise check one.)	
Submit four (4) copies of to office in the municipality One copy will be returned.	this application to the Munici where the games will be c	pal Clerk's License No Identification No.	
Please print clearly.			
Name of municipality:		Linwood	
Name of applicant:	Our Lady	of Sorrows Church	
Address:	724MapleAvenue,	LinwoodNJ0821	
Street address	City		ZIP code
1. Application is made to ame BINGO DATES April 4, 25,2025 May 2,9,16,23,30, June 6,13,20,27, 2 September 5,12,1 October 3,10,17,2	2025  9,26, 2025	PLACE Our Lady of Sorrows Churc	DURING HOURS ch 6-10 PM
2. Additional proofs, signatures	and verifications required for this a	amendment are attached.	
	ed, the original license will be retur		license.
Date: <u>December 31, 2</u>		Sev Jaul D.	Zarte

### **Statement of Applicant and Member(s) in Charge**

State of New Jersey	Ĵ	SS.
County of Atlantic	J	י מימי

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

- 1. The applicant (is) (is not) limited in its activities to the 5. furtherance of one or more authorized purposes as defined in the Bingo Licensing Law or the Raffles Licensing Law.
- 2. Prior to the issuance of any license to it to conduct games of chance the applicant was actively engaged in this State in serving one or more "authorized purposes."
- The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
- 4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.

AFFIX SEAL HERE

- 5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Bingo Licensing Law or the Raffles Licensing Law, as the case may be, and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
- 6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, or assisting in the holding, operation or conducting, of the games; except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees. No prize greater in amount or retail value than authorized by law will be awarded in any single game.
- 7. All statements in the foregoing application are true.

Sworn and subscribed to before me this	Dew Paul & Harte Paston
31 day of <b>December</b> , 20 24.	Signature of Officer and Title
Billieann McClintock Notary Public (Print name)	Signature of Member-in-Charge
Billiean We Clestock Signature of Notary Public	Signature of Member-in-Charge
	Signature of Member-in-Charge
BILLIE-ANN MCCLINTOCK	
NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES VANUARY 30, 2026	Signature of Member-in-Charge

### RESOLUTION No. 42, 2025

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

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

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

WHEREAS, the cost for one CSL LED is \$2,350.00 then \$7 per month delivery charge; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Atlantic City Electric be and is hereby requested to install one CSL LED streetlight on Central Avenue at the cost of \$2,350.00.

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 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

LEIGH A	NN NAPOLI,	RMC,	MUNICIPAL	CLERK
DADDEN	MATIK, MAY	OD.		

### **CITY OF LINWOOD**

# Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Edgit Anti Napon, Milo, Olvin, Wir A, Olly Olon

**Date:** 1-27-2025

Re: Availability of Funds-Street Light Central Ave

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$2,350.00 will be available under Electric in the 2025 operating budget. Funds will be encumbered to Atlantic City Electric Inc, 6801 Black Horse Pike, Pleasantville, NJ 08232.



2542 Fire Road Egg Harbor Twp, NJ 08234

A PHI Company

#### \*THIS IS NOT A BILL\*

January 14, 2025

City of Linwood 400 W Poplar Linwood, NJ 08221

SUBJECT:

Cost to install (1) one new 100 LED cobra with a 4 ft bracket. Located on pole P17741 at Central

Ave, Linwood, NJ

WO # 19989683

Dear Leigh Ann:

Following a site visit to Central Ave., we have determined that, Contributed Lighting Extension (CLE) charge for installing the requested streetlight is \$2,350. This fixture installation will remain the property of Atlantic City Electric. Monthly averaged rate will be @ \$7 delivery charge (under CSL/CLE tariff) This rate provides ordinary maintenance and replacement of lamps and automatic controls. This rate does not provide for replacement due to expiration of service life of installed fixtures, standards or other equipment. Supply charges are separate.

The above stated amount will remain valid for (90) ninety days from the above date.

Please indicate your acceptance of these conditions by signing and returning this service agreement acknowledging your commitment to pay. Please submit a purchase order with this signed agreement and we will complete the work. Upon completion, Atlantic City Electric will then generate an invoice that must be paid within 30 days of receipt. If you should have any questions, please feel free to call me at (609 432-8767.

We look forward to providing you with Safe, reliable energy.

	very truly yours,
	we
Customer	William P Edwards Sr. Municipal Lighting Specialist
	Scot Hoover
Date	Scot Hoover Supervisor of Designers

### RESOLUTION No. 43, 2025

A RESOLUTION APPROVING CHANGE ORDER NO. 2 WITH MILLER'S LAWN CARE INC. WITH REGARD TO SNOW REMOVAL SERVICES IN THE CITY OF LINWOOD

WHEREAS, Change Order No. 2 with Miller's Lawn Care Inc. with regard to Snow Removal Services 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 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. 2 with Miller's Lawn Care Inc. regarding Snow Removal Services 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. 2 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 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREN	MA'	rik, MAY	OR .		
PPROVED:						

# CITY OF LINWOOD

# Memo

To:

Mayor and Members of Council

From:

Anthony Strazzeri, CFO

CC:

Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date:

1-27-2025

Re:

Availability of Funds-Snow Removal Change Order #2

Pursuant to 40A: 4-57, I hereby certify that sufficient funds for snow removal will be available under the 2025 Buildings and Grounds Other Expenses in the operating budget. Funds will be encumbered to Miller's Lawn Care Inc., PO Box 402 Linwood, NJ 08221.

Site Name: Shore Road Sidewalks: All wars Memorial Park side, Shore Road, From fence to fence.

### **Snow amounts-Sidewalk**

### Per Occurrence

•	0" to 2" Inches of snow - \$	410.00
•	2.1" to 5" Inches of snow - \$	725.00
•	5.1" to 8" Inches of snow - \$	950.00
•	8.1" to 11" Inches of snow - \$ _	1200.00
•	Price per inch 11.1" & over - \$_	310.00

### Treated Sidewalks - Calcium/Magnesium blend

Per Occurrence includes material/product

• Per Application - \$\_\_\_\_\_\_395.00\_\_\_\_\_

Removal piled snow from street push with machine

Per hour \$150.00

### RESOLUTION No. 44, 2025

A RESOLUTION AWARDING NON-COMPETITIVE CONTRACTS FOR PROFESSIONAL SERVICES TO ERIC S. GOLDSTEIN AS PLANNING BOARD SOLICITOR AND VINCENT POLISTINA AS PLANNING BOARD ENGINEER

WHEREAS, there exists within the City of Linwood, New Jersey, the need for a Planning Board Solicitor and a Planning Board Engineer; and

WHEREAS, the Local Public Contracts Law (N.J.S. 40A:11.1 et. seq.) requires that a Resolution authorizing the award of Contracts for "Professional Services" without competitive bids must be advertised;

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

- 1. That Eric S. Goldstein of the firm Nehmad, Davis & Goldstein, P.C. be and is hereby appointed Planning Board Solicitor for the City of Linwood for a one-year term.
- 2. That Vincent Polistina of the firm Polistina Associates be and is hereby appointed Planning Board Engineer for a one-year term.
- 3. That the Mayor and City Clerk are hereby authorized and directed to execute the attached contracts with the above named persons.

These Contracts are awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

A copy of this Resolution shall be published in an official newspaper of the City of Linwood as required by law within ten (10) days of its passage.

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 29th day of January, 2025.

IN WITNESS WHEREOF, I this 29th day of January, 2	ve hereunto set my hand and official sea	al
	LEIGH ANN NAPOLI, RMC, MUNICIPAL CLER	- ₹K
APPROVED:	DARREN MATIK, MAYOR	

### **CITY OF LINWOOD**

# Memo

To:

Mayor and Members of Council

Anthony Strazzeri, CFO From:

Leigh Ann Napoli, RMC, CMR, MPA, City Clerk CC:

1-24-2025 Date:

Availability of Funds-Planning Board Solicitor Re:

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under planning board operating budget. Funds will be encumbered to Nehmad Davis & Goldstein PC, 4030 Ocean Heights Ave Suite 100 Egg Harbor Township, NJ 08234.

### LEGAL SERVICES AGREEMENT

# BETWEEN THE CITY OF LINWOOD AND NEHMAD DAVIS & GOLDSTEIN, P.C.

THIS LEGAL SERVICES AGREEMENT ("Agreement") is made on this 21 day of January 2025, between the City of Linwood, a Municipality of the State of New Jersey (hereinafter the "City"), by and through its Joint Land Use Planning & Zoning Board (hereinafter the "Board"), and Eric S. Goldstein, Esquire, of the Law Firm of Nehmad, Davis & Goldstein, P.C. (hereinafter the "Attorney").

The parties do hereby agree as follows:

- 1. The Attorney will supply to the Board all of the ordinary and usual legal services required by the Board as follows:
- A. At an hourly rate of \$195.00 per meeting for attendance at all regularly scheduled or special meetings, and for additional attendance at other public meetings where the Board requires or requests attendance by the attorney.
- B. At an hourly rate of \$140.00 per hour for ordinary and usual legal services which shall include, but not be limited, the following:
  - (a) Availability by phone to all members of the Board and other City officials and employees, provided that the subject matter pertains to Board business; and
  - (b) Expression of routine legal opinions relating to general Board business and specific land use applications; and

- (c) Review of land use applications and preparation of all memoranda of decisions and resolutions, together with memoranda pertaining to same when applicable at an hourly rate of \$250.00 per hour, but only as to matters which are billed directly to an Applicant or other third party; and
- (d) Any additional legal services beyond the services identified above, if requested by the Board, at an hourly rate to be mutually agreed upon between the Applicant and the Attorney. Such extra legal services shall include, but not be limited to, all types of litigation involving the Board, drafting of complex resolutions, drafting and/or revision of complex ordinances, extensive or specialized legal research and opinions, and any and all other work of special, unique or extraordinary nature beyond the regularly scheduled Board meetings. The determination of the rate will take into consideration the complexity of the matter, the importance of the work to the City, the duration of the assignment, whether or not the assignment is subject to accelerated time limits, whether the assignment will preclude attorney from accepting work from other potential clients, and all other relevant factors identified in the Rules of Professional Conduct as relevant to the determination of a reasonable fee (RPC 1.5).
- 2. This Agreement is made in conformity with the Local Public Agreements Law of the State of New Jersey and shall be so construed as to comply therewith.
- 3. This Agreement has been awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, et seq.

- 4. The undersigned does hereby attest that Eric S. Goldstein, Esquire, of the Law Firm of Nehmad, Davis & Goldstein, P.C. or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44Al6, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004,c 19, affect his eligibility to perform this Agreement, nor will he make a reportable contribution during the term of this Agreement, to any political party committee in the City of Linwood if a member of that political party is serving in an elective public office of the City of Linwood when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the City when the Agreement is awarded.
- 5. The term of this Agreement shall be for one (1) year commencing with the date hereof until December 31, 2025, or until such time as a successor shall be appointed, although either party may terminate this Agreement within sixty (60) days' notice to the other party. Final payment shall be based upon completion of the total scope of work.

IITCHELL GURWICZ, CHAIRMAI LANNING BOARD	DA
LANNING BOARD	
	PL.

ATTEST:

LEIGH ANN NAPOLI, CLERK

### **CITY OF LINWOOD**

# Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

**Date:** 1-24-2025

Re: Availability of Funds-Planning Board Engineer

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under planning board operating budget. Funds will be encumbered to Polistina & Associates, LLC, 6684 Washington Ave, Egg Harbor Township, NJ 08234.

#### AGREEMENT

THIS AGREEMENT, made January 21, 2025, by and between the CITY OF LINWOOD LAND USE BOARD, hereafter "Board" and VINCENT J. POLISTINA, PE, PP of the firm Polistina & Associates, LLC, hereafter "Engineer", having a principal place of business at 6684 Washington Avenue, Egg Harbor Township, New Jersey 08234.

### WITNESSETH:

WHEREAS, the Board desires to hire a professional engineer; and

WHEREAS, Engineer desires to perform the duties required of the Board Engineer;

- 1. This Agreement shall be for a one (1) year term commencing January 21, 2025.
- 2. Engineer shall perform those engineering services assigned and authorized to him for the Board, including project review, inspection and such advice and assistance to the Board and Board Members, and as may be required from time to time as prescribed by the laws of the State of New Jersey.
- 3. Engineer shall during the term of this Agreement devote his best efforts to advance the Board's interests to the best of his ability and in accordance with the Code of Professional Responsibility of the National Society of Professional Engineers.
- 4. Engineer shall be remunerated for services rendered in accordance with the Schedule of Fees which is attached hereto and incorporated herein. The schedule of Fees shall be reviewed annually between the parties and approved by them.
- 5. The parties intend that professional services to be rendered by Engineer to the Board may be undertaken by Engineer through any qualified Engineer who is a partner, associate or agent in the firm of Polistina & Associates.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by the municipal officials and the appropriate corporate seal affixed hereto and to have placed their hands and seals and year above written.

	CITY OF LINWOOD LAND USE BOARD
ATTEST:	CHAIRMAN
WITNESS: Mary Cole	
0	VINCENT J. POLISTINA, PE, PP



### 2025 Hourly Rate Schedule

Polistina & Associates proposes to provide all professional engineering / planning / surveying services required under a reimbursable method of compensation. The following is a list of the disciplines and respective hourly rates. These rates will be maintained for the duration of the contract.

Discipline	Hourly Rates
Professional Engineers/Planners	\$135.00 / Hr.
Engineer-in-Training	\$80.00 - \$125.00 / Hr.
Draftsperson	\$70.00 - \$115.00 / Hr.
Graduate Engineers / Graduate Planners	\$80.00 - \$125.00 / Hr.
Survey Crew	\$160.00 / Hr.
Inspectors	\$70.00 - \$110.00 / Hr.
Support Staff	\$40.00 - \$75.00 / Hr.

### RESOLUTION No. 46, 2025

A RESOLUTION AUTHORIZING THE RELEASE OF ENGINEERING ESCROW FUNDS WITH REGARD TO BLOCK 159 LOT 10.05 (295 GRAMMERCY AVENUE) IN THE CITY OF LINWOOD

WHEREAS, the City of Linwood has received a recommendation from the Linwood Planning Board to grant a release of the Engineering Escrow funds on file with the City with regard to Block 159 Lot 10.05; and

WHEREAS, the request is based upon a recommendation of the Planning Board Engineer in accordance with correspondence of January 13, 2025, a copy of which is attached hereto; and

WHEREAS, the Planning Board has approved the recommendation for release at its regular meeting on December 16, 2024;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Engineering Escrow funds in the amount of \$5,333.37 plus any additional interest with regard to Block 159 Lot 10.05, be and are hereby released.

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 29th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLER	Χ
DARREN MATIK, MAYOR	