

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
July 14, 2021
6:00 P.M.

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

1. Roll Call Mayor Matik __ Mrs. Byrnes _____ Mrs. DeDomenicis _____
 Mr. Ford _____ Mr. Gordon _____ Mr. Levinson _____
 Mr. Michael _____ Mr. Paolone _____

 Professionals: Mr. Youngblood ____ Mr. Polistina _____ Mrs. Napoli _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
 - A. 2021 Atlantic County Hazard Mitigation Plan Update
 - B. Resolution honoring the Mainland Regional High School Volleyball Team
4. Councilwoman Byrnes
 - A. Neighborhood Services
5. Councilwoman DeDomenicis
 - A. Public Works
6. Councilman Ford
 - A. Planning, Engineering, & Development
 1. Resolution approving a request for a Hardship Exception from Road Opening Moratorium for Block 120, Lot 3 located at 724 Brighton Drive
 2. Resolution authorizing the refund of unused escrow funds posted with regard to a dumpster permit
 3. Resolution approving temporary signage for the Linwood Panthers
7. Councilman Gordon
 - A. Planning, Engineering, & Development
 1. Resolution awarding the Contract to Capela Construction Inc. for the Linwood Library Site Improvements, Contract No. 33
8. Councilman Levinson
 - A. Revenue & Finance
 1. Bond Ordinance – final reading
 2. Resolution requesting approval of items of revenue and appropriation for an Alliance Grant
 3. Resolution certifying review of the annual Audit
9. Councilman Michael
 - A. Public Safety
 1. Resolution authorizing a fireworks display on private property at the Linwood Country Club pursuant to N.J.S.A. 21:3-3
 2. Cannabis Ordinance – first reading
 3. Resolution authorizing the hiring of Eileen T. Barton as a Substitute School Crossing Guard for the City of Linwood

10. Council President Paolone

A. Administration

1. Ordinance amending Chapter 52 Personnel and Personnel Procedures for compliance with the JIF – first reading
2. Resolution authorizing the application of Atlantic City Country Club 1, LLC for renewal of Plenary Retail Consumption License No. 0114-33-001-005 for 2021-2022 – pocket license
3. Authorize Raffle License to Our Lady of Sorrows
4. Presentation by Timothy Kreischer, Atlantic County Shared Services Department

11. Mr. Youngblood

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
July 14, 2021**

CALL TO ORDER

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

FLAG SALUTE: Councilwoman Stacy DeDomenicis

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

PRESENTATIONS

135-2021 A Resolution honoring the Mainland Regional High School Volleyball Team

Timothy Kreisler – Atlantic County Shared Services Department

RESOLUTIONS

130-2021 A Resolution approving a request for a Hardship Exception from Road Opening moratorium for Block 120, Lot 3 located at 724 Brighton Drive

133-2021 A Resolution authorizing a fireworks display on private property at the Linwood Country Club pursuant to N.J.S.A. 21:3-3

136-2021 A Resolution requesting approval of items of revenue and appropriation N.J.S.A. 40A:4-87

ORDINANCES

10 OF 2021 A BOND ORDINANCE APPROPRIATING SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) AND AUTHORIZING THE ISSUANCE OF SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$71,250) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR PURCHASE OF VARIOUS EQUIPMENT AND SIGNAGE FOR PUBLIC WORKS DEPARTMENT AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY.

FIRST READING: June 9, 2021

PUBLICATION: June 14, 2021

FINAL READING: July 14, 2021

PUBLICATION WITH STATEMENT: July 19, 2021

15 OF 2021 AN ORDINANCE AMENDING CHAPTER 52 PERSONNEL AND PERSONNEL PROCEDURES, EMPLOYEE MANUAL, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HERewith.

FIRST READING: July 14, 2021

PUBLICATION: July 19, 2021

PASSAGE: August 11, 2021

16 OF 2021 AN ORDINANCE BY THE CITY OF LINWOOD IN THE COUNTY OF ATLANTIC, NEW JERSEY PROHIBITING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN ITS GEOGRAPHICAL BOUNDARIES AND ESTABLISHING A CHAPTER ENTITLED CANNABIS AND AMENDING CHAPTER 228 SMOKING OF THE CODE OF THE CITY OF LINWOOD.

FIRST READING: July 14, 2021

PUBLICATION: July 19, 2021

PASSAGE: August 11, 2021

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.

- | | |
|-----------------|--|
| 131-2021 | A Resolution certifying the review of the annual Audit by the Governing Body |
| 132-2021 | A Resolution approving the application of Atlantic City Country Club 1, LL for renewal of Plenary Retail Consumption License No. 0114-33-001-005 for 2021-2022 |
| 134-2021 | A Resolution authorizing the hiring of Eileen T. Barton as a Substitute School Crossing Guard for the City of Linwood |
| 137-2021 | A Resolution authorizing the refund of unused escrow funds posted with regard to a dumpster permit |
| 138-2021 | A Resolution approving temporary signage for the Linwood Panthers |
| 139-2021 | A Resolution authorizing the issuance of a Raffle License, 2021-06, to Our Lady of Sorrows Church |
| 140-2021 | A Resolution awarding the Contract to Capela Construction, Inc. for the Linwood Library Site Improvements, Contract No. 33 |

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

Resolution

City of Linwood, New Jersey

No. 135, 2021

A RESOLUTION HONORING THE MAINLAND REGIONAL HIGH SCHOOL VOLLEYBALL TEAM

WHEREAS, the following individuals are members of the **Mainland Regional High School Volleyball Team**: Sydney Booth, Bella Canesi, Nikki Farragher, Cadence Fitzgerald, Ava Jamison, Emma King, Olivia Leap, Caroline Moyer, Franky Pilli, Julia Thornton, and Laziah Wilson; and

WHEREAS, the **Mainland Regional High School Volleyball Team** is managed by Erin Merenich and Sophia Batioja, and coached by Victoria Rich and Kelly Echevarria; and

WHEREAS, the **Mainland Regional High School Volleyball Team** won the Cape Atlantic League East Championship, completing their overall season with a record of 11 wins, and 4 losses; and

WHEREAS, the **Mainland Regional High School Volleyball Team** has brought substantial recognition to the members thereof, their coaches, families, and the City of Linwood as a result of their outstanding efforts and achievements;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Linwood, on behalf of all of the citizens of Linwood, congratulate, acknowledge and commend the **Mainland Regional High School Volleyball Team** and its Coaches on their notable achievements.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing Resolution was unanimously adopted at a Regular Meeting of the Linwood City Council this 14th day of July 2021.

Darren Matik, Mayor

Stacy DeDomenicis

Todd Gordon

Todd Michael

Joseph L. Youngblood, Jr., City Solicitor

June Byrnes

Eric Ford

Matt Levinson

Ralph A. Paolone, Council President

Leigh Ann Napoli, Municipal Clerk

RESOLUTION No. 130, 2021

A RESOLUTION APPROVING A REQUEST FOR A HARDSHIP EXCEPTION FROM ROAD OPENING MORATORIUM FOR BLOCK 120, LOT 3 LOCATED AT 724 BRIGHTON DRIVE

WHEREAS, Steve and Kathy Zambetoglou (Applicants) submitted a Request for a Hardship Exception from Road Opening Moratorium for Block 120, Lot 3 located at 724 Brighton Drive in the City of Linwood in accordance with the Code of the City of Linwood, Chapter 241, Section 11; and

WHEREAS, the Applicants are seeking the Exception so that utilities can be provided by way of road openings to a new single family residence to be constructed on said property; and

WHEREAS, the Request for a Hardship Exception has been considered by the Common Council of the City of Linwood at a Public Hearing held on July 14, 2021; and

WHEREAS, the Common Council concluded that this Request contains unique circumstances, specifically that the lot was vacant at the time Brighton Drive was paved and now a new single family home can be constructed; and

WHEREAS, the Common Council is desirous of approving said Request due to the uniqueness of the situation and the intention to construct a single family residence that will certainly benefit the neighborhood and the City;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Request for a Hardship Exception from the Road Opening Moratorium for Block 120, Lot 3 located at Brighton Drive in the City of Linwood submitted by Steve and Kathy Zambetoglou is hereby approved contingent upon the applicants coordination with South Jersey Gas Company and New Jersey American Water Company for completion of the restoration.

BE IT FURTHER RESOLVED, that the Applicants shall comply with all provisions of the Code of the City of Linwood for the street opening, more specifically Chapter 241, Section 11(C) Roadway Restoration of the Code of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Linwood City Council
c/o Ms. Leigh Ann Napoli – City Clerk
400 W. Poplar Ave
Linwood, NJ 08221

June 30, 2021

Dear Linwood City Council Members:

This letter is intended to ask the City of Linwood to please grant permission to New Jersey American Water Company as well as South Jersey Gas Company to install services on a vacant lot located at 724 Brighton Drive once the property sells. A road moratorium ordinance has been issued until 2025, preventing the sale of the property to prospective buyers.

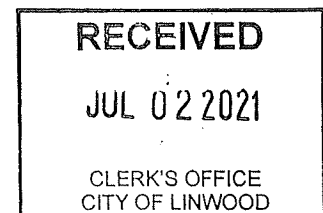
My parents, Steve and Kathy Zambetoglou, purchased the lot in September 2014 as an investment property, and now they must sell it for financial reasons. Per your request, I have contacted both New Jersey American Water Company and South Jersey Gas Company for road opening dimensions. New Jersey American Water Company Road opening will be approximately 7'x9' (63 sq. ft.) and South Jersey Gas Company Road opening will be approximately 4'x4' (16 sq. ft.). Additionally, both companies have informed me that there are adequate water mains and gas lines on the street to install services and all costs associated with the installation will be absorbed by them.

In April, we had a fully executed agreement of sale, but the buyers were later informed of a road opening moratorium on Brighton Drive, and backed out of the deal. We ask that you please consider granting permission to both utilities to install services on the vacant lot once it sells. Not only will this benefit the prospective buyers, but it will also help my parents. Lastly, we ask that if an approval is granted, that it is transferred to the prospective buyers.

Thank you in advance for your consideration.

Respectfully,

Stacy Ordille (daughter)
502 Sterling Avenue
Linwood, NJ 08221



June 30, 2021

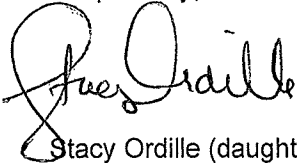
RE: 724 Brighton Drive. Lot 3 and Block 120

To My Neighbor,

This notification is to inform you that my parents, Steve and Kathy Zambetoglou who reside at 726 Brighton Drive, have applied for a hardship to the City of Linwood to grant permission to allow New Jersey American Water Company and South Jersey Gas Company to reopen the paved road on 724 Brighton Drive to install services onto the property if and when it sells. The water service opening will be approximately 7'x9' (63 sq. feet), and the gas service opening will be approximately 4'x4' (16 sq. ft.). Unaware that a road moratorium has been placed until 2025, due to the roads being repaved, they are applying for the hardship in the event the property sells, so the prospective buyers are able to install services onto the property without any concerns.

If for any reason you wish to object to our request, please submit your objections in writing to the City Clerk at least three days prior to the meeting on **July 14, 2021, at Linwood City Hall at 6:00 pm**. You are entitled to attend the meeting to voice any concerns. We thank you in advance for your consideration.

Respectfully,

A handwritten signature in black ink that reads "Stacy Ordille". The signature is written in a cursive style with a large, looping initial "S".

Stacy Ordille (daughter)
502 Sterling Avenue
Linwood, NJ 08221

RESOLUTION No. 133, 2021

A RESOLUTION AUTHORIZING FIREWORKS DISPLAY ON PRIVATE PROPERTY AT THE
LINWOOD COUNTRY CLUB PURSUANT TO N.J.S.A. 21:3-3

WHEREAS, N.J.S.A. 21:-1 et. seq. requires the Governing Body to authorize the display of fireworks on private property subject to the review and approval of the municipal Fire and Police Officials;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that subject to the confirmation by the Fire Official that the agreement with the Fire Department is in place for making vehicles available during the Fireworks Display, that approval is hereby given for the 6-7 minute Fireworks Display on private property by the Linwood Country Club located at 500 Shore Road, Linwood on the date provided on their application for July 31, 2021.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



Quality, Value, Service, and Integrity

Hand delivery

Leigh Ann Napoli
Linwood Municipal Clerk
The City of Linwood
400 Poplar Avenue
Linwood, New Jersey 08221

June 15, 2021

Re: Sawin/Ziomek Wedding Fireworks Display, July 31, 2021
The Linwood Country Club, Linwood, New Jersey

RECEIVED

JUN 15 2021

CLERK'S OFFICE
CITY OF LINWOOD

Dear Ms. Napoli,

I am hereby requesting a Resolution from the Mayor and Council of the City of Linwood for permission to conduct the captioned 6–7-minute fireworks display at the Linwood Country Club on July 31, 2021.

I am enclosing the following documents for your file and consideration for the captioned 1.4 wedding fireworks display:

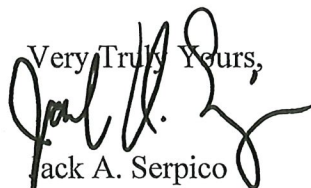
1. Hold Harmless Agreement.
2. Ex Numbers and Product List containing the fireworks in the display.
3. Display Company Requirements Form.
4. Site Plans. There are 2 locations for consideration by the Fire Official.
5. Insurance Certificate and proof of our Worker's Compensation Policy.
6. Copy of our Notice to the FAA.
7. Dud Disposal Plan for the Fire Official.
8. Copies of our ATF Licenses.

9. FAA Notice

Please let me know if you need any additional documents or corrected documents.

I have enclosed a second set of these documents for the Fire Official. I will if possible complete and submit the Fire Permit Application today along with our check for payment.

Thank you.

Very Truly Yours,

Jack A. Serpico

133 Orchid Court, Toms River, New Jersey 08753-1334

Tel: 732.616.2085 Fax: 732.736.0050

www.serpicopyrotechnics.com

FIREWORKS DISPLAY
HOLD HARMLESS AGREEMENT

**BETWEEN JOSEPH ZIOMEK, MORGAN SAWIN, LINWOOD COUNTRY CLUB LLC,
CITY OF LINWOOD AND SERPICO PYROTECHNICS, LLC./ STARFIRE
CORPORATION, JOINT VENTURE,**

WITNESSETH:

1. SERPICO PYROTECHNICS, LLC./ STARFIRE CORPORATION, JOINT VENTURE (Contractor) agrees to release, indemnify and hold harmless Joseph Ziomek, Morgan Sawin (Sponsors), the Linwood Country Club, LLC. (Venue) and the City of Linwood (Municipality) from and against any loss, damage or liability, including attorney's fees and expenses incurred by the latter entity or entities and their respective employees, agents, volunteers, or other representatives, arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

.2 The applicant or Contractor has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$1,000,000./\$1,000,000.

General Liability: \$1,000,000/\$9,000,000

Automobile Liability: \$1,000,000.

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" named as an additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:
Event: Firework Presentation (Display) Date: July 31, 2021
Rain Date: N/A.

Dated: June 13, 2021

Witness:

Denise Serpico

Signed:

Jack A. Serpico
Jack A. Serpico, authorized
Company representative

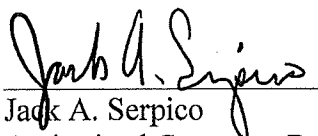
To Whom It May Concern:

Please be advised that the following is a list of the EX Numbers being used for the Ziomek/Sawin wedding fireworks display to be held on July 31, 2021 at the Linwood Country Club:

The EX Numbers are set forth in the attached list of fireworks.

The display consists of 1.4G fireworks in cakes. The method of firing will be both manual and electrical ignition. Our crew will follow the provisions of NFPA code sections 1123, 1124 and 1126 as applicable to outdoor firework displays. A member of our crew will possess a current New Jersey Blaster's Permit for the electrically fired portion of our display. Additionally, our crew will follow the provisions set forth in the N.J.A.C. 5:70-3, Ch. 33. No flash salute or report larger than 3 inches in diameter will be used in the display. There will be no reloading of fireworks during the display and the crew will have proper personal protective equipment. The cake boxes contain cardboard tubes or mortars.

Any questions or further information may be requested from me at your convenience.



Jack A. Serpico
Authorized Company Representative

Six Minute 1.4G Display, 16-1.4G Cakes

Ziomek/Sawin Wedding Display, Linwood Country Club, July 31, 2021

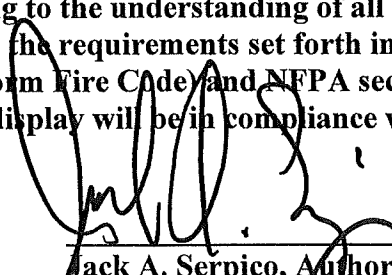
- 1 – Renegade- Int-C6- UN 0336, 1.4G**
- 1-Kashmir-Int-C4- UN 0336, 1.4G**
- 1-Havoc-Int-C7- UN 0336, 1.4G**
- 1-Gold Nebular-Int-CO1- UN 0336, 1.4G**
- 1-Silver Spectacular-EX:2015080795, UN 0336, 1.4G**
- 1-Whistle Titanium Salute Cake-EX:2008080119, UN 0336, 1.4G**
- 2- Smack Down Cakes-EX:2015070364, UN 0336, 1.4G**
- 1-115 Shot Angel Fire Cake-EX:2014110790, UN 0336, 1.4G**
- 1-Space Odyssey-Int-C5- UN 0336, 1.4G**
- 2-Pure Energy-Int-C2- UN 0336, 1.4G**
- 1-Full Spectrum-Int-C3- UN 0336, 1.4G**
- 1-Killer Dragon-EX:2015070362, UN 0336, 1.4G**
- 1-Bomb of the Pirates-EX:2014110757, UN 0336, 1.4G**
- 1-Remember The Alamo-EX:2015050460, Un 0336, 1.4G**

The cake selection may vary based on the inventory on hand when the show is picked. Any changes will be supplied to the AHJ on the date of the display.

DISPLAY COMPANY REQUIREMENTS

(Format consistent with the State of New Jersey DCA form)

- 1. Provide total number of shells and sizes (U.S. diameter) being used.
- 2. Provide types and amounts of ground or low level devices to be used.
- 3. Indicate the method by which display will be fired. If it is an electrically-fired display, provide the name of the Department of Labor certified operator. Operator must have a valid certificate in their possession at the display site. This is an electrically fired show.
- 4. Provide timetable of the delivery of product to site; set up; live load.
- 5. Provide Certificate of Insurance (general and auto liability) in the amount of not less than \$500,000.00. Certificate must be valid for duration of event, including rain dates.
- 6. The use of salutes/reports larger than 3" is prohibited.
- 7. No display will be fired if the wind exceeds 20 MPH.
- 8. Provide a list of personnel who will be representing the display company, indicating their function and experience. Drivers of vehicles transporting live material must have a valid Certificate of Fitness in their possession at the display site.
- 9. Provide a post-display report within 48 hours of the display. The Report must include the following; time the search of the fallout zone was conducted and the results; any product malfunctions; and any injuries.
- 10. Provide a letter attesting to the understanding of all of the above requirements as well as the requirements set forth in N.J.A.C. 5:70-f-3100 (New Jersey Uniform Fire Code) and NFPA sections 1123, 1124, and 1126 and that the display will be in compliance with the same.



Jack A. Serpico, Authorized Company Representative 6/13/21 Date

ALL REQUIRED INFORMATION MUST BE PROVIDED WITH THE PERMIT APPLICATION, FAILURE TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN DELAYS WHICH COULD AFFECT THE PROCESSING OF THE PERMIT.

SHOULD YOU HAVE ANY QUESTIONS OR NEED ASSISTANCE FILL OUT THE REQUIRED FORM PLEASE CALL (609) 633-6132.

MUNICIPAL /SPONSOR REQUIREMENTS ARE ON THE REVERSE SIDE OF THE STATE FORM (not this document).

Untitled Map

Write a description for your map.

- Legend**
- 500 Shore
 - Line Mea
 - Linwood
 - Shore Rc



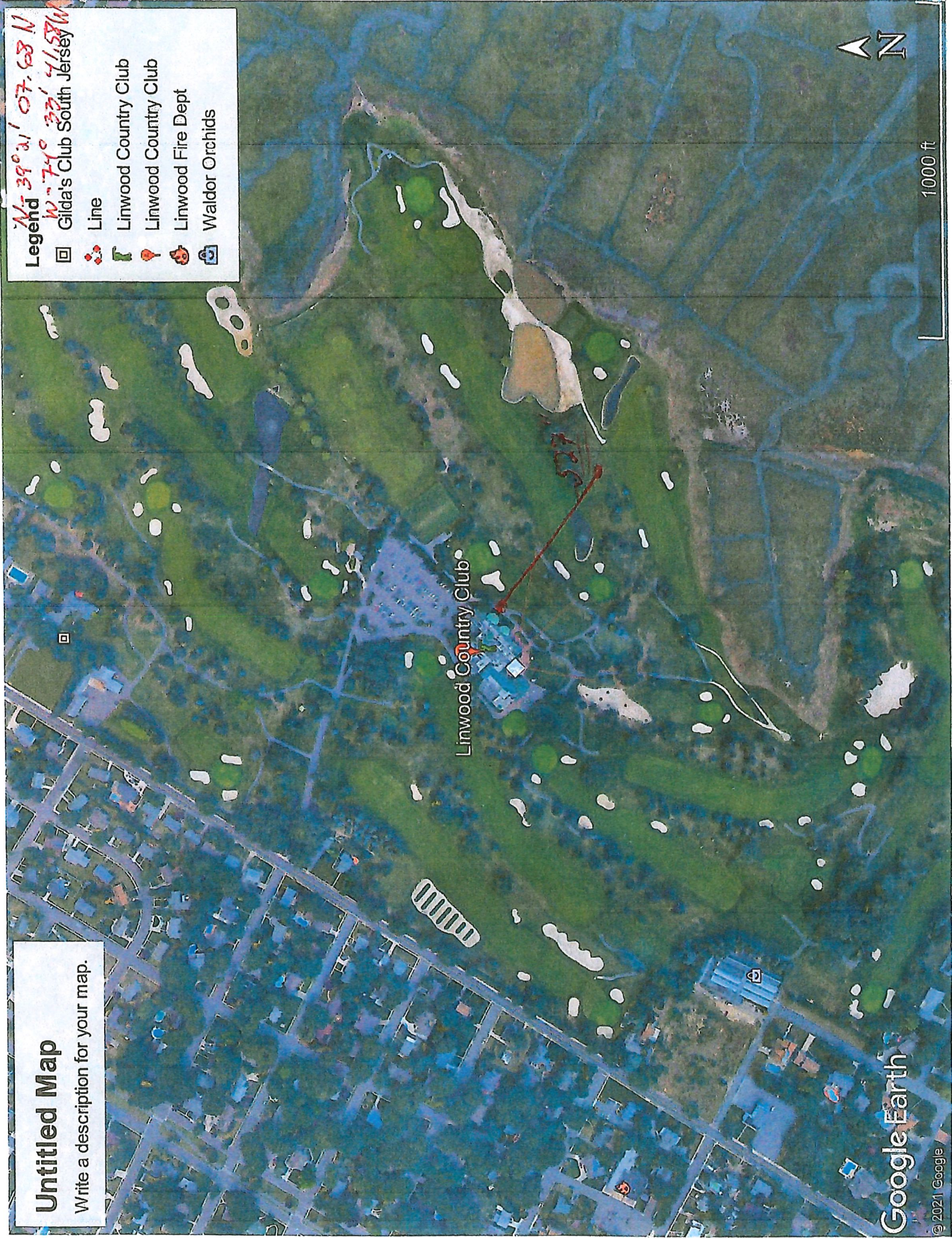
Untitled Map

Write a description for your map.

N = 39° 21' 07.68 N
W = 74° 33' 41.58 W

Legend

- Gilda's Club South Jersey
- Line
- Linwood Country Club
- Linwood Country Club
- Linwood Fire Dept
- Waldor Orchids



Serpico Pyrotechnics, LLC./Starfire Corporation, Operations & Fireworks
Disposal Plan for the Ziomek/Sawin Display at Linwood Country Club on July 31,
2021

To: Linwood, NJ Fire Official.
Fr: Jack Serpico, Serpico Pyrotechnics, LLC./Starfire Corporation
Date: June 13, 2021

Sir,

Please be advised that my technician will arrive between 5:00- 6:00 pm on the date of the display. The method of transportation will be either an SUV or our company truck. The display will consist of 1.4 grade, pre-boxed (15-17, 1.4 cake effects) fireworks. There will be 5-6 cardboard boxes containing the cakes.

The maximum effect size is 2.5 inches.

The setup should take about 30-45 minutes. Everything is self-contained in the cakes; there are no mortar racks in the display.

The crew will consist of 1 or 2 technicians.

On completion of the display, my crew will wait at least 15 minutes before they re-enter the shoot site to conduct a post-display inspection. .

The undersigned or a company representative will conduct a site inspection the morning after the display and send you the Post Display Inspection Report required by NJ DCA regulations.

I certify that personnel from the company will dispose of any fireworks found pursuant to the inspection required by section 3308.9 of the International Fire Code, 2006, New Jersey Edition as follows:

No misfired or "duds" will be handled for at least 15 minutes from the time the shell(s) was fired. Any duds will be placed in a bucket of water and sit for at least 5 additional minutes or if safe be re-boxed. Thereafter they will be returned to the Serpico/Starfire facility located at 775 North Orchard Road, Vineland, New Jersey.

Once returned to the Serpico/Starfire facility the shells will be disposed of in accordance with the recommendations of the manufacturer.

Submitted by Jack Serpico, on behalf of Serpico Pyrotechnics, LLC and Starfire Corporation, June 15, 2021.



Jack A. Serpico

732-616-9088

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-NJ-029-51-4A-00311
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	January 1, 2024

Name
SERPICO PYROTECHNICS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**133 ORCHID COURT
TOMS RIVER, NJ 08753-1334**

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
**SERPICO PYROTECHNICS LLC
133 ORCHID COURT
TOMS RIVER, NJ 08753-1334**

Licensee/Permittee Responsible Person Signature _____ Position/Title _____
Printed Name _____ Date _____

Previous Edition is Obsolete SERPICO PYROTECHNICS LLC:133 ORCHID COURT:08753-1334-NJ-029-51-4A-00311 January 1, 2024:51-IMPORTER OF EXPLOSIVES ATF Form 5400.14/5400.15 Part I Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431
Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov
ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

Cut Here ✂ (Continued on reverse side)

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **SERPICO PYROTECHNICS LLC**

Business Name:

License/Permit Number: **8-NJ-029-51-4A-00311**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **January 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

April 21, 2021

Starfire Corporation
PO Box 179
Saint Benedict, PA 15773

901090:MBH/CMS
5400

File Number: 8-PA-02627

Premises Address: 566 Theatre Road, Saint Benedict, PA 15773

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Chanon Shipman (304)616-4436.

Sincerely,

Marna Howard
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov



U.S. Department
of Transportation

Eastern Service Center
Operations Support Group
AJV-E2

1701 Columbia Ave.
College Park, GA 30337

FIREWORKS DISPLAY NOTIFICATION

Company Name: Serpico Pyrotechnics, LLC. _____

Email Address of Person Submitting Request: pyrojack@aol.com _____

Cell Phone Number for On-Site Technician: 732.616.2085, Jack Serpico _____

Event Name: Ziomek/Sawin Wedding Fireworks Display _____

Display Date: __July 31, 2021__ **Rain Date:** _TBD min 2021

Display Start Time: _____ 9:00- 9:50 pm _____

Duration of Fireworks Display: __5-7 minutes_____

Max Height of Fireworks __150-200 feet_____

Address, City and State: Linwood Country Club, 500 Shore Road, Linwood, N.J. _

Latitude: 39° 21' 07.68" (North) **Longitude:** 74° 33' 41.58" (West)

List the Closest Public Use Airport Within 5 Nautical Miles of the Display if the Fireworks will Reach or Exceed 500 Ft. – (N/A- Maximum Height=200 feet.) None

Special Notes: _____1.4G Cake Display_____

Please email your request to:

9-ATO-ESA-OSG-Fireworks@faa.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan Allied Specialty 140 Fountain Parkway, North Suite 570 St Petersburg FL 33716	CONTACT NAME: Mary Jo Picone PHONE (A/C, No., Ext): 440-333-6300 FAX (A/C, No): 440-333-3214 E-MAIL ADDRESS: mpicone@mcgowanallied.com
	INSURER(S) AFFORDING COVERAGE
INSURED Starfire Corporation, Serpico Pyrotechnics, LLC 682 Cole Road Carrolltown PA 15722	INSURER A: T.H.E. Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 973 STARCOR-02	NAIC # 12866

COVERAGES

CERTIFICATE NUMBER: 2082293699

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP010009511	1/22/2021	1/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N		CPP010009511	1/22/2021	1/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP001003011	1/22/2021	1/22/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability - Auto			ELP001296602	1/22/2021	1/22/2022	Each Occ./Each Agg 4,000,000
A	Hired Physical Damage			CPP010009511	1/22/2021	1/22/2022	Limit of Coverage 135,000 Com/Col Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Display Date: July 31, 2021 Rain Date: N/A Location: Linwood Country Club, 500 Shore Road, Linwood, New Jersey

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:
 Curtis Sawin, Morgan Sawin, Joseph Ziomek, The Linwood Country Club, LLC, the City of Linwood, New Jersey, the City of Linwood Police, EMS and Volunteer Fire Departments and/or personnel.

Thirty (30) days notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Curtis Sawin
 10253 Knoll Circle
 Highlands Ranch CO 80130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE AR INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (6S60UB-1K80994-A-21)

NJ TAXPAYER ID NUMBER: 452656501000

RENEWAL OF (6S60UB-1K80994-A-20)

**INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY
A STOCK COMPANY**

NCCI CO CODE: 10456

1.

INSURED:

**SERPICO PYROTECHNICS, LLC
133 ORCHID COURT
TOMS RIVER NJ 08753**

PRODUCER:

**ALLIED SPECIALTY INS
140 FOUNTAIN PKWY. N.
STE 570
ST. PETERSBURG FL 33716**

Insured is A LIMITED LIABILITY COMPANY

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 02-01-21 to 02-01-22 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

NJ

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 1000000 Each Accident
Bodily Injury by Disease: \$ 1000000 Policy Limit
Bodily Injury by Disease: \$ 1000000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

COVERAGE EXCLUDED - SEE ENDORSEMENT WC 29 03 09

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 01-14-21 WC

ST ASSIGN: NJ

OFFICE: RMD HTFD 05G

PRODUCER: ALLIED SPECIALTY INS

23CLY



RESOLUTION No. 136, 2021

A RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION
NJSA 40A: 4-87

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Linwood, in the county of Atlantic, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$2,798.32, which is now available as a revenue from Municipal Alliance Against Alcohol and Drug Abuse.

BE IT FURTHER RESOLVED that the like sum of \$2,798.32 is hereby appropriated under the caption Municipal Alliance Against Alcohol and Drug Abuse County Share.

BE IT FURTHER RESOLVED that the sum of \$932.77 representing the amount required for the municipality's share of the aforementioned undertaking or improvement appears in the budget of the year 2021 under the caption Municipal Alliance Against Alcohol and Drug Abuse Local Share.

BE IT FURTHER RESOLVED that the sum of \$0.00 be anticipated from the proceeds of an emergency resolution theretofore adopted providing for the municipality's share of said project or undertaking and the appropriation of the last-named sum be added to and be supplementary to the appropriation provided in Section 2 above.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

ORDINANCE NO. 10, 2021

A BOND ORDINANCE APPROPRIATING SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) AND AUTHORIZING THE ISSUANCE OF SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$71,250) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR VARIOUS GENERAL CAPITAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. Appropriation for Projects-Down Payment.

The general improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be made or acquired by the City of Linwood, in the County of Atlantic, New Jersey (the "City"). For the said improvements or purposes stated in Section 3, there are hereby appropriated the sums of money therein stated as the apportionments made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), including the aggregate sum of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750) as the down payment for said improvements as required pursuant to N.J.S.A. 40A:2-11 and more particularly described in Section 3 and now available by virtue of provision in a previously adopted budget or budgets of the City for down payments for capital improvement purposes, and including also monies received or expected to be received from the United States of America, the State of New Jersey or the County of Atlantic, or agencies thereof, as grants in aid of financing said improvements or purposes.

Section 2. Authorization of Bonds.

For the financing of said improvements or purposes and to meet the part of said SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) in appropriations not provided for by application hereunder of said down payment, negotiable bonds of the City are hereby authorized to be issued in the principal amount of SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$71,250) pursuant to the Local Bond Law of New Jersey (the "Local Bond Law"). In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in a principal amount not exceeding SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$71,250) are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. Description of Projects.

The improvements are hereby authorized and the purposes for the financing of which said obligation is to be issued, the appropriations made for and estimated costs of such purposes, and the estimated maximum amount of bonds or notes to be issued for such purposes, are follows:

IMPROVEMENTS OR PURPOSES	APPROPRIATION AND ESTIMATED COST	ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES
(a) Purchase of Various Equipment and Signage for the Public Works Department, including the costs of surveying, construction planning, architectural, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.	\$63,400	\$60,230
(b) Various Recreation Improvements, including costs of surveying, construction planning, architectural, engineering,		

preparation of plans and specifications, permits, bid documents and construction inspection and administration	<u>\$11,600</u>	<u>\$11,020</u>
TOTAL	<u>\$75,000</u>	<u>\$71,250</u>

The excess of the appropriations made for the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the said down payments for said purposes.

Section 4. Authorization of Notes.

In anticipation of the issuance of said bonds and to temporarily finance said improvements, negotiable notes of the City in a principal amount equal to the said principal of bonds not exceeding SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$71,250) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other financial officer designated by Resolution for this purpose (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in

writing to the Mayor and the Council of the City at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law.

The Chief Financial Officer is further directed to determine all matters in connection with said note or notes and not determined by this Ordinance. The signature of the Chief Financial Officer upon said note(s) shall be conclusive evidence of such determination.

Section 5. Capital Budget.

The capital budget of the City of Linwood is hereby amended to conform with the provisions of this bond ordinance. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program is on the file with the Clerk and is available there for public inspection.

Section 6. Additional Matters.

The following additional matters are hereby determined, declared, recited and stated:

(a) The said purposes described in Section 3 of this bond ordinance are not current expenses and are properties or improvements which the City may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of the Local Bond Law and taking into consideration the respective amounts of said

obligations authorized for said purposes, according to the reasonable life thereof computed from the date of said bonds authorized by this bond ordinance, is **15.00 years**.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the office of the City Clerk and a complete duplicate thereof has been electronically filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$71,250), and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by the Local Bond Law.

(d) Amounts not exceeding THREE THOUSAND DOLLARS (\$3,000) in the aggregate for interest on said obligations, costs of issuing said obligations, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the construction or acquisition of improvements and properties as authorized herein, and other items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law have been included as part of the cost of said improvements and are included in the foregoing estimate thereof.

Section 7. Ratification of Prior Actions.

Any actions taken by any officials of the City in connection with the improvements described in Section 3 hereof are hereby ratified and confirmed notwithstanding that such actions may have been taken prior to the effective date of this bond ordinance and shall be deemed to have been taken pursuant to this bond ordinance.

Section 8. Application of Grants.

Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. Full Faith and Credit.

The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 10. Official Intent to Reimburse Expenditures.

The City reasonably expects to reimburse any expenditures towards the costs of the improvements or purposes described in Section 3 of this Bond Ordinance and paid prior to the issuance of any bonds or notes authorized by this Bond Ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein has been or is reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the City, or any member of the same "control group" as the City, within the meaning of Treasury Regulations Section 1.150-1(f), pursuant to their budget or financial policies with respect to any expenditures to be reimbursed. This Section is intended to be and hereby is a declaration of the City's official intent to reimburse any expenditures towards the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 1.103-18, and no action (or inaction) will be an artifice or device in accordance with Treasury Regulation Section yield restrictions or

arbitrage rebate requirements.

Section 11. Effective Date.

This bond ordinance shall take effect twenty (20) days after the first publication of a summary thereof after final adoption, as provided by the Local Bond Law.

DARREN MATIK, MAYOR

Leigh Ann Napoli, RMC
Municipal Clerk

FIRST READING:	June 9, 2021
PUBLICATION:	June 14, 2021
FINAL READING:	July 14, 2021
PUBLICATION WITH STATEMENT:	July 19, 2021

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Linwood, in the County of Atlantic, State of New Jersey, held on June 9, 2021, at the Linwood City Hall. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on July 14, 2021, at 6:00 o'clock p.m. at the Linwood City Hall. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located in the City Hall, 400 Poplar Avenue, Linwood, New Jersey for the members of the general public who shall request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE APPROPRIATING SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) AND AUTHORIZING THE ISSUANCE OF SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$71,250) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR VARIOUS GENERAL CAPITAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY"

Purpose(s): Purchase of Various Equipment and Signage for the Public Works Department and Various Recreation Improvements.

Appropriation: \$75,000
Bonds/Notes Authorized: \$71,250
Grants (if any) Appropriated: None
Section 20 Costs: \$3,000
Useful Life: 15.00 years

Leigh Ann Napoli, RMC
Municipal Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

BOND ORDINANCE STATEMENTS AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the City of Linwood, in the County of Atlantic, State of New Jersey on July 14, 2021, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such Bond Ordinance follows:

Title: ""BOND ORDINANCE APPROPRIATING SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) AND AUTHORIZING THE ISSUANCE OF SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$71,250) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR VARIOUS GENERAL CAPITAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY""

Purpose(s): Purchase of Various Equipment and Signage for the Public Works Department and Various Recreation Improvements.

Appropriation: \$75,000
Bonds/Notes Authorized: \$71,250
Grants (if any) Appropriated: None
Section 20 Costs: \$3,000
Useful Life: 15.00 years

Leigh Ann Napoli, RMC
Municipal Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

ORDINANCE NO. 15, 2021

AN ORDINANCE AMENDING CHAPTER 52 PERSONNEL AND PERSONNEL PROCEDURES, EMPLOYEE MANUAL, 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 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section I Purpose and Scope is hereby amended to read as follows:

I. Purpose and Scope:

Under New Jersey law (N.J.S.A. 6-8.21), an abused or neglected child is anyone “under the age of 18 who is caused harm by a parent, guardian or other person having custody or control of that minor.” A child who is under the age of eighteen (18) is considered to be abused or neglected when a parent, caregiver, another child or another adult does one of more of the following:

1. Inflicts or allows to be inflicted physical injury by other than accidental means that creates substantial harm or risk of substantial harm, and/or
2. Fails to provide proper supervision or adequate food, clothing, shelter, education or medical care although financially able or assisted to do so, and/or
3. Commits or allows to be committed an act of sexual abuse against a child.

Child abuse can have long-term effects on victims. A lack of trust and difficulty with healthy relationships is common, as is a core feeling of worthlessness and low self-esteem. There may even be long-term trouble with regulating emotions that can lead to destructive behaviors.

There are typically four common types of abuse:

- The failure to meet a child’s basic needs, physically or emotionally, which is called *neglect*.
- The intentional use of physical force that results in injury, which is called *physical abuse*.
- The practice of any behaviors that harm a child’s feelings of self-worth or emotional well-being, which is *emotional abuse*.
- Engaging in sexual acts with a child including pornography, which is *sexual abuse*.

Unfortunately, statistics reflect that abuse is all too common in any form.

- In New Jersey, abuse reports involving 80,000 children are filed each year. 50,000 of those children receive prevention and post-response services.
- 75% of the cases involve neglect, 18% of the cases involve physical abuse, and psychological abuse accounts for 7% of the cases.
- 55% of the perpetrators are female, while males account for 45%.
- Sadly, child abuse is a vicious cycle, in that 30% of abused children will later abuse their own children.

The statistics and characteristics pertaining to **sexual abuse** are sobering and equally as disheartening:

- ✓ **“Peer-to-Peer”** abuse is by far the most common, where one or more children or adolescent(s) sexually abuses or inappropriately touches another. Legally, the abuser must be at least 4 years older to trigger the statute. The *American Psychological Association* reports this type of abuse is driven by power and dominance, the same factors that drive bullying within this age group. In fact, bullying can be a precursor to sexual abuse, especially when there is a lack of supervision.
- ✓ In contrast, **“adult-to-child”** abuse is typically thought out and planned in advance, demanding access and privacy and control. These three factors demand a specific type of relationship and setting, meaning that 90% of juvenile sexual abuse victims know their abuser. The scope of the problem is massive: by the age of 18, 1 in 4 girls and 1 in 6 boys have experienced sexual abuse. From those figures, 88% of those molestations are attributed to individuals with pedophilia. ***Pedophilia is a psychotic disorder in which an adult or adolescent demonstrates a primary sexual attraction to prepubescent children.*** It is important, however, not to confuse pedophilia with actual child molestation, as many pedophiles never act on their attractions.
- ✓ Child sexual abusers are not always easy to spot. Though 7 out of every 8 molesters are male, they match the general population in ethnicity, religion, education, and marital status. So there is no stereotype, especially since abusers go to great lengths to blend in. However, only 10% of them abuse children that they don't know, and 68% look no further than their own families for victims.
- ✓ 40% of abusers first begin molesting children before they themselves reach the age of 15, and the vast majority before the age of 20.
- ✓ Adolescent abusers generally begin their acts of abuse on younger siblings.

- ✓ Most sexual abuse occurs within the family. However, molesters can gain access to children outside of their own families through employment or volunteer work with an organization that works primarily with children. This allows them both time alone with potential victims and the ability to build trust and credibility. In fact, child abusers are often known and respected in their communities for dedication to children.
- ✓ In terms of a victim profile, it is important to remember that, although there are characteristics that make some children more vulnerable, every child is in danger. Passive, lonely or troubled children, especially those who live with step-parents or single parents may be targeted. Children between the ages of 7 and 13 years old are most at risk, and children from low socioeconomic backgrounds or rural areas are more likely to be victimized.
- ✓ Molesters have behavioral patterns that can be identified as “*grooming*” their victims. Sexual abuse is rarely violent. The molester’s goal is to solicit compliance by beginning to win the victim’s trust. There might be pet names, gifts to foster exclusivity and encouragement to “keep secrets.” The molester might begin to spend time with the victim outside of the regular program or schedule, contacting parents to become involved in a child’s life in some capacity, like babysitting. For this reason, many parents are shocked after abuse comes to light simply because the abuser seemed trustworthy. Inevitably, the favoritism is not enough to keep the victim silent any more, and the abuser resorts to threats—threats that play off of a child’s guilt over the sexual contact.
- ✓ During the grooming process and abuse, victims often begin to show signs such as sexual behaviors or strong sexual language that is too adult for their age. Many children feel at fault after the abuse and begin to suffer guilt and depression, even resorting to self-harm. They may begin to display cuts and scratches or other self-inflicted injuries. However, some children are naïve and unaware of the gravity of the abusive nature of their experience. Research shows that children often delay reporting sexual abuse. They should not be disbelieved just because they waited a long time to seek help.

In the State of New Jersey every level of government has a role in protecting minors.

- At the State level:
 - State law is enforced through the NJ Family Division of the State court system. The court has broad powers including the ability to remove children from dangerous situations
 - The Department of Children and Families, specifically the Division of Child Protection and Permanency, combines all state operations intended to

safeguard children into a single, coordinated program working closely with the Courts, legal advocates and law enforcement.

- The Department of Corrections operates adult prisons and youth correctional centers to deal with perpetrators, while individual counties operate youth detention centers and special purpose schools.
- At the local level:
 - Educational professionals have the most contact with children, meaning they are often the first to detect issues.
 - Housing Authority employees may also frequently come into contact with children.
 - Municipalities and counties operate or sponsor a variety of programs that involve children including but not limited to:
 - Recreation programs
 - Before and After Care programs
 - Youth sports leagues
 - Youth centers
 - Youth in Government programs
 - Junior law enforcement training programs
 - The role of **Police and law enforcement agencies** is especially important. Police officers assist in resolving reported situations, often acting as first identifiers. In New Jersey, police are given broad authority to protect children, including the authority to remove them from their parents or caregivers without a court order if necessary to prevent imminent danger to a child. Under the **Prevention of Domestic Violence Act**, a law enforcement officer must make an arrest when the officer finds “probable cause” that domestic violence has occurred. This holds even if the victim refuses to make a complaint. The Act is invoked in situations where the victim exhibits signs of injury caused by domestic violence, when a warrant is in effect, or when there is probable cause to believe that a weapon has been involved in an act of domestic violence. Abusers often use psychological tactics or coercive control over their partners, such as making threats to prevent a victim from leaving or contacting friends, family or police. But even if these conditions are not met, an officer may still make an arrest or sign a criminal complaint if there is probable cause to believe acts of domestic violence have been committed. Now if there is no visible sign of injury but the victim states that an injury did, in fact, occur, the officer must take other factors into consideration in determining probable cause.

The City of Linwood is committed to the safety of all individuals in its community, however, the City of Linwood has particular concern for those who

are potentially vulnerable, including minor children. The City of Linwood regards the abuse of children as abhorrent in all its forms and pledges to hold its officials, employees and volunteers to the highest standards of conduct in interacting with children. Statistics show that 93% of victims under the age of 18 know the abuser. Further, a perpetrator does not have to be an adult to harm a child but are typically in a caregiver role. They can have any relationship to the child including a playmate, family member, a teacher, a coach, or instructor.

The City of Linwood is fully committed to protecting the health, safety and welfare of minors who interact with officials, employees, and volunteers of the City of Linwood to the maximum extent possible. These Policy and Procedures establish the guidelines for officials, employees, and volunteers who set policy for the City of Linwood or may work with or interact with individuals under 18 years of age, and those who supervise employees, and volunteers who may work with or interact with individuals under 18 years of age, with the goal of promoting the safety and wellbeing of minors.

This Model Policy provides guidelines that apply broadly to interactions between minors and officials, employees, and volunteers in programs operated by the City of Linwood or affiliated programs or activities. All officials, employees, and volunteers are responsible for understanding and complying with this policy.

SECTION 2: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section III Policy is hereby amended to read as follows:

III. Policy:

The City of Linwood is charged with protecting the health, safety, and welfare of all its citizens, including children under the age of 18. To that end, the City of Linwood is firmly committed to protecting children under the care and supervision of the City of Linwood from all forms of physical, mental, sexual and emotional abuse. The City of Linwood is committed to establishing and implementing safeguards to eliminate opportunities for abuse of children entrusted to the care of the City of Linwood. The procedures outlined below shall apply to all officials, employees, and volunteers of the City of Linwood.

SECTION 3: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section IV Recruitment and Hiring of Employees and Vetting of Individuals Volunteering Their Time is hereby amended to read as follows:

IV. **Recruitment and Hiring of Employees and Vetting of Individuals Volunteering Their Time:**

- i. All prospective employees and volunteers shall undergo a thorough and complete background check, including the following:
 1. For part-time employees who will be interacting with minors, including but not limited to lifeguards, camp counselors, coaches, and instructors:
 - a. National Database Criminal History Search
 - b. National Sex Offender Search
 - c. Social Security Trace/Validation
 2. For full-time employees in supervisory positions involving minors:
 - a. National Database Criminal History Search
 - b. National Sex Offender Search
 - c. Social Security Trace/Validation
 - d. Education Verification
 - e. Employment Verification
 - f. Credit Check
 - g. Motor Vehicle Record
 - h. Reference Check

May local governments hire minor children to work in their summer or seasonal programs. It may be difficult to obtain any background information for minors. It is recommended that the local government attempt to verify any past employment for minors between 16 and 18 years of age, with consent of the parents or guardians.

Recognizing that fingerprint identification checks may not yield results in time for hiring purposes, the NJMEL assembled a list of qualified vendors for background checks through an RFQ process, and the five vendors on the list along with their contact information can be found at the following link on the NJMEL website. <https://njmel.org/wp-content/uploads/2021/05/RFQ-Results-21-02-background-Check-Services.pdf>

Written documentation of the background check shall be maintained by the City of Linwood in perpetuity.

- ii. Background checks that disclose any negative or questionable results must be reviewed and approved by the Employer ***prior to*** the individual being hired and/or working with minors. **Provisional hiring should not permitted.**
- iii. All prospective employees and volunteers must complete the training adopted by the Employer ***PRIOR TO*** starting employment or volunteer service. **In addition to**

completing the training course adopted by the Employer, it is highly recommended that all volunteer coaches shall complete the Rutgers SAFETY Clinic course (*Sports Awareness for Educating Today's Youth*™) which is a three-hour program that meets the "Minimum Standards for Volunteer Coaches Safety Orientation and Training Skills Programs" under (N.J.A.C. 5:52) and provides partial civil immunity protection to volunteer coaches under the "Little League Law" (2A:62A-6 et. seq.) The current Rutgers Safety Clinic Course includes a module on the sexual abuse of minors. If coaches completed the Rutgers course more than five years ago and it did not have any training on the sexual abuse of minors, it is highly recommended that the coaches be required to watch the video on the MEL website. Documentation verifying that the coaches watched and understood their responsibilities must be kept to confirm that the training was completed.

- iv. The City of Linwood shall periodically re-check and document the Megan's Law directory for New Jersey to make certain that current employees are not listed.
- v. Once employed, authorized Adults who are employed are required to notify the appropriate Human Resources representative of an arrest (charged with a misdemeanor or felony) or conviction for an offense within 72 hours of knowledge of the arrest or conviction in order to ascertain the fitness of those employees and volunteers to interact with children.

SECTION 4: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section V Procedures and Responsibilities of Officials is hereby amended to read as follows:

V. Procedures and Responsibilities of Officials:

Under New Jersey Law, an official may be held liable for the abuse or neglect of a child if he or she fails to implement appropriate safeguards to protect the child while the minor has been entrusted to the care of the City of Linwood. Most importantly, recent changes in the law in New Jersey extended the statute of limitations for child abuse and neglect cases substantially, thus placing local officials and employees at a far greater risk.

A valid cause of action can be filed by an alleged victim well after the official has left office. It is, therefore, critically important for officials to establish and monitor policies and procedures designed to safeguard minors entrusted to the care of the City of Linwood.

1. Officials of the City of Linwood are required to:
 - i. Complete the initial training course adopted by the City of Linwood, and any updated/refresher course, in order to better understand their legal duties and

responsibilities under Federal and NJ State Law. The training program will include the following concepts:

- Recognizing the signs of abuse and neglect of minors.
 - Establishing guidelines for protecting minors from emotional and physical abuse and neglect.
 - Understanding and being prepared to implement the procedures necessary to eliminate opportunities for abuse.
 - Becoming familiar with the legal requirements to report suspected cases of abuse.
 - Fully understanding the legal consequences for not being diligent in making certain that employees of the City of Linwood adhere to all policies and procedures as adopted.
- ii. Meet **annually** with all Department Heads to review the “Policy Addressing Sexual Abuse of Minors”, and to verify that the administration is adhering to this policy which includes all of the following provisions. *If the policy is not being adhered to, it is the legal obligation of the officials of the City of Linwood to implement whatever changes are necessary as soon as possible to make certain the policy is followed.*
- iii. Conduct **random and unannounced** visits to program sites to observe the setup of the programs and conduct of the employees and volunteers of the City of Linwood.

SECTION 5: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section VI Program Procedures is hereby amended to read as follows:

VI. Program Procedures:

All City of Linwood programs operated by, sponsored by, or affiliated with the Employer shall comply with the following procedures. All officials, employees, and volunteers who interact with or could possibly interact with minors, and those employees who supervise employees who interact with or could possibly interact with minors, shall adhere to the following policy.

SECTION 6: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section VII Specific Program Procedures is hereby amended to read as follows:

VII. Specific Program Procedures:

The following policies shall apply to **all programs** offered by, sponsored by or affiliated with the City of Linwood. As an essential element of compliance with the overall objective of protecting and addressing the safe treatment of minors, the City of Linwood shall:

- a. Establish a written procedure for the notification of the minor's parent/legal guardian in case of an emergency, including medical or behavioral problem, natural disasters, or other significant program disruptions. Authorized Adults with the program, as well as participants and their parents/legal guardians, must be advised of this procedure in writing prior to the participation of the minors in the program. In addition, the City of Linwood shall provide information to parents or legal guardians detailing the manner in which the participant can be contacted during the program.
- b. Make certain that all program participants provide a *Medical Treatment Authorization form annually* to the Employer.
- c. Implement and adopt a "*Code of Conduct*" for volunteer and paid staff members which, *at a minimum*, will include the following:

<i>Code of Conduct</i>

- Staff members will, at all times, respect the rights of program participants and use positive techniques of guidance including positive reinforcement and encouragement.
- Staff members will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.
- Staff members shall not transport children in their own vehicles, unless written authorization from the child's parent or guardian has been received.
- Members of the staff shall not be alone with children they meet in the programs outside of the camp. This includes babysitting, sleepovers, and inviting children to their home.
- Staff members shall, at all times, be visible to other staff members while supervising minors. Any exceptions require a written explanation before the fact and approval of the Program Director.
- Staff members will appear neat, clean, and appropriately attired.

- Staff members will refrain from intimate displays of affection towards others in the presence of children, parents and staff.
- Staff members are required to refrain from texting, and posting or checking any of the social media outlets while they are working or volunteering. The only exception is for texting for the purposes of communicating with another staff member or parent regarding a programmatic issue pertaining to a child.
- Staff members are prohibited from buying gifts for program participants.

In addition to the Code of Conduct, the following shall be a part of the specific program provisions:

- The possession or use of alcohol and other drugs, fireworks, guns and other weapons is prohibited.
- The City of Linwood shall set forth rules and procedures governing when and under what circumstances participants may leave the Employer property during the program.
- No violence, including sexual abuse or harassment, will be tolerated.
- Hazing of any kind is prohibited. Bullying including verbal, physical, and cyber bullying are prohibited and will be addressed immediately.
- No theft of property will be tolerated.
- No use of tobacco products will be tolerated.
- Misuse or damage of Employer property is prohibited. Charges will be assessed against those participants who are responsible for damage or misuse of property.
- The inappropriate use of cameras, imaging, and digital devices is prohibited including use of such devices in showers, restrooms, or other areas where privacy is expected by participants.
- Under no circumstances are any images of any child taken during any of the activities conducted or sponsored by the City of Linwood to be shared on any social media platform without the expressed written consent of a parent or legal guardian.
- If possible the City of Linwood shall assign a staff member who is at least 21 years of age to be accessible to participants. Additional Authorized Adults will be assigned to ensure one-on-one contact with minors does not occur and that appropriate levels of supervision are implemented.
- Take appropriate steps to make certain that children are not released to anyone other than the authorized parent, guardian, or other adult authorized by the parent or guardian. This shall include annual written authorization on file in advance.
- Develop and made available to participants and their parents or guardians, the rules and discipline measures applicable to the program. Program participants and staff must abide by all regulations and may be removed from the program for non-compliance with rules.

- The recommended ratio of counselors to program participants should reflect the gender distribution of the participants, and should meet the following:
 1. One staff member for every six participants ages 4 and 5
 2. One staff member for every eight participants ages 6 to 8
 3. One staff member for every ten participants ages 9 to 14
 4. One staff member for every twelve participants ages 15 to 17
- Responsibilities of the counselors must include, at a minimum, informing program participants about safety and security procedures, rules established by the program, and behavioral expectations. Counselors are responsible for following and enforcing all rules and must be able to provide information included herein to program participants and be able to respond to emergencies.

Specific Policy and Procedures for Use of Restrooms by Children/Minors:

- All restrooms shall be checked in advance by staff persons before minor children enter to make certain that no other individuals are present.
- Staff members (of the same sex) are to stand guard at the doorway to make certain that no one else enters the restroom while a child is there. Children should not be permitted enter restrooms in pairs or in groups, unless it is absolutely necessary.
- For field trips, staff members must monitor bathroom use by minor children and shall not permit a child to enter a restroom alone.

SECTION 7: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section VIII Procedures for Law Enforcement Officers is hereby amended to read as follows:

VIII. Procedures for Law Enforcement Officers:

Law enforcement officers of the City of Linwood frequently interact with minors in a variety of ways. In addition to the guidance provided by the Attorney General’s Office, it is important to establish guidelines to assist law enforcement officers in being aware of how to act and react in these circumstances. To that end, the Chief of Police or his or her designee of the City of Linwood shall formulate a written policy addressing the safe treatment of minors for consideration and approval by the governing body for law enforcement officers who interact with minors.

The policy shall, at a minimum, incorporate and address the following:

- a. **Transporting minors in a police vehicle.** Whenever possible, victims or alleged victims of sexual assault or other crimes, or minors removed from a situation for protective purposes, shall be transported by two officers (at least one of whom shall be of the same sex as the victim) in unmarked vehicles that does not have a prisoner compartment/partition. Officers transporting a minor for whatever reason shall document starting and stopping mileage through radio contact.
- b. Directives issued by the NJ State Attorney General pertaining to interaction with minors shall be incorporated into the policy.
- c. The following provisions from the ***“Code of Conduct”*** for counselors shall be included in the policy for officers assigned to work in school settings (i.e. Class 3 officers):
 - i. Officers will, at all times, respect the rights of students and use positive techniques of guidance including positive reinforcement and encouragement.
 - ii. Officers will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.
 - iii. Officers shall not transport children in their own vehicles. Officers shall not arrange to see students outside of school and this includes babysitting, sleepovers, and inviting children to their home. Any exceptions require a written explanation before the fact and approval of the Chief.
 - iv. Officers shall make certain that they are neat, clean, and appropriately attired.
 - v. Officers will refrain from intimate displays of affection towards others in the presence of children, parents and staff. Officers shall not buy gifts for students at any time.
 - vi. All officers are required to complete the initial training course offered by the NJMEL JIF, and any refresher courses as well.

SECTION 8: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section IX Training Requirements is hereby amended to read as follows:

IX. Training Requirements:

Individual training courses have been designed for each of the following categories and **all** officials, employees, and volunteers of the City of Linwood are required to complete training (and refresher course training) adopted by the City of Linwood. ALL employees

of the City of Linwood shall complete the training course whether they interact with children/minors or not. Although training records will be maintained, it is recommended that each City of Linwood and individual trainees also keep copies of their own training records.

a. **Elected Officials, Appointed Officials, Department Heads, and Supervisors:**

All elected officials, appointed officials, department heads, and supervisors shall complete the initial virtual training course offered by the NJMEL, **“Protecting Children From Abuse”** and adopted by the City of Linwood, and any updated/refresher course, in order to better understand their legal duties and responsibilities under Federal and NJ State Law. The course includes the following:

- Recognizing the signs of abuse and neglect of minors.
- Establishing guidelines for protecting minors from emotional and physical abuse and neglect.
- Understanding and being prepared to implement the procedures necessary to eliminate opportunities for abuse.
- Becoming familiar with the legal requirements to report suspected cases of abuse.
- Fully understanding the legal consequences for not being diligent in making certain that employees of the City of Linwood adhere to all policies and procedures as adopted.

b. **Volunteers and Employees of the City of Linwood**

All employees and volunteers (regardless of whether they will be working with children or not) shall complete training provided by the NJMEL in the form of the **“Protecting Children”** video on protecting children on the MEL website and found at: <https://njmel.org/mel-safety-institute/model-policies/protecting-children-videos/>

i. Content of course shall include:

1. Current State NJ State Law pertaining to Sexual Abuse of Minors
2. Recognizing the signs of abuse and neglect
3. Different types of abuse (i.e. Peer to Peer, Adult to Child, etc...)
4. Your legal responsibility for implementing and monitoring procedures and employees
5. Reporting cases of abuse

c. **Law Enforcement Officers**

i. Content of course shall include:

1. Current Status of NJ Law and Directives from the Attorney General for Law Enforcement personnel
2. Your responsibilities
3. Officers in Schools
4. Reporting Abuse

SECTION 9: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section X Reporting Suspected Child Abuse/Neglect is hereby amended to read as follows:

X. Reporting Suspected Child Abuse/Neglect:

In light of the importance and priority placed on safeguarding the health and safety of minors, it is critically important that suspected cases of child abuse and neglect are reported as soon as possible. **As a government official, employee or volunteer, you are legally required to report suspected child abuse. This requirement includes all governmental officials, employees and volunteers.**

The following procedures shall be utilized in reporting suspected cases of abuse. The City of Linwood shall also train officials, department heads, employees and volunteers in the concept of “**dual reporting**” which involves reporting the suspected abuse to local law enforcement in addition to reporting the abuse to the Department of Children and Families. Reporting suspected abuse to local law enforcement is critically important in cases where there is the potential for violence.

Child Abuse is hard thing to talk about, especially with victims. The most important thing to remember is to **show calm reassurance and unconditional support**. Avoid interrogation and leading questions. Understand that denial and embarrassment are common reactions. Don't display disbelief, shock, or disgust. Instead, be reassuring. Make sure the child knows that they did nothing wrong. Reassure them that this is not their fault and make sure they know that you take it seriously.

Interviewing children to investigate sexual abuse requires highly technical expertise. **Do not “investigate” an abuse situation. Do not interrogate the child.** The investigation will be undertaken by those who are trained to undertake that critical task. Instead report it immediately, as shown below. And finally, keep safety as the priority. If there is the

possibility of violence against yourself or the child, get the appropriate professionals or agencies involved as soon as possible, and report the abuse to local law enforcement.

It is recommended that, whenever possible, officials, employees and volunteers report the suspected abuse to both the NJ Department of Children and Families and law enforcement at the same time, which is known as “dual reporting.”

For ALL elected officials, appointed officials, supervisors, department heads, full or part-time employees or volunteers of programs conducted by the City of Linwood:

- Report the suspected abuse to the New Jersey Department of Children and Families. Please be prepared to include the following information to the extent the information has been told to you.
 - a. **Who:** The child and parent/caregiver’s name, age and address and the name of the alleged perpetrator and that person’s relationship to the child.
 - b. **What:** Type and frequency of alleged abuse/neglect, current or previous injuries to the child and what caused you to become concerned.
 - c. **When:** When the alleged abuse/neglect occurred and when you learned of it.
 - d. **Where:** Where the incident occurred, where the child is now and whether the alleged perpetrator has access to the child.
 - e. **How:** How urgent the need is for intervention and whether there is a likelihood of imminent danger for the child.
- Call the Hotline established by the NJ Department of Children and Families @ 1-877-652-2873. It is not the supervisor’s role to make a decision on whether a case should be reported. All cases shall be reported.

For Law Enforcement Officers:

- Immediately report any suspected or alleged cases of abuse or neglect to the New Jersey Department of Children and Families and to the County Prosecutor.

SECTION 10: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section XI Important Information Regarding Reporting Suspected Abuse Under NJ Law is hereby amended to read as follows:

XI. Important Information Regarding Reporting Suspected Abuse Under NJ Law:

The following guidelines have been established under New Jersey law, for those reporting suspected or alleged cases of abuse or neglect. The City of Linwood encourages all officials, employees, and volunteers in programs operated by the City

of Linwood or affiliated programs or activities to report suspected cases of abuse with the following in mind.

- i. Any person who, in good faith, makes a report of child abuse or neglect or testifies in a child abuse hearing resulting from such a report is immune from any criminal or civil liability as a result of such action. Calls can be placed to the hotline anonymously.*
- ii. However, any person who knowingly fails to report suspected abuse or neglect according to the law or to comply with the provisions of the law is a disorderly person.*
- iii. When a report indicates that a child may be at risk, an investigator from the Division of Child Protection and Permanency (formerly Youth and Family Services) will promptly investigate the allegations of child abuse and neglect within 24 hours of receipt of the report.*

SECTION 11: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVIII, Protection and Safe Treatment of Minors, Section XII Acknowledgement of Receipt and Review of Policy is hereby amended to read as follows:

XII. Acknowledgement of Receipt and Review of Policy:

All officials, employees/counselors, and volunteers shall sign and date an acknowledgement form that confirms they have received and reviewed the Policy Addressing the Protection and Safe Treatment of Minors, issued to them by the City of Linwood. The same process shall be used for any revised policy issued in the future.

SECTION 12: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article II, Employment and Termination, Section A Employment; Section 6 Anti-Discrimination Policy and Section 7 General Anti-Harassment Policy are hereby deleted.

SECTION 13: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article II, Employment and Termination, Section D. Whistle Blower Policy is hereby amended to be entitled Whistleblower Policy and to read as follows:

As a matter of policy, the Employer abides by all federal, state, and local laws, rules, and regulations applicable to it and has all its employees do the same. Every employee is responsible for assisting the Employer to implement this policy.

In the ordinary course, a violation of this policy should be reported to an employee's Department Head in writing, signed by the employee. If that is not practical or if that action is taken but does not prevent or correct the perceived violations, the employee is to deliver a written statement, signed and dated to the designated human resources official. The written statement should detail

the specific information the employee possesses so that the Employer may undertake an investigation.

The Employer or any of its employees will not retaliate against any employee who makes a good faith report pursuant to this policy, even if an investigation reveals that no violation occurred. More specifically, neither the Employer nor any of its employees will take any retaliatory action or tolerate any reprisal against an employee who:

Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the Employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;

Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the Employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care;

Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any government entity;

Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the Employer or any governmental entity.

Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes: (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care; (2) is fraudulent or criminal; or (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. See N.J.S.A. 34:19-3.

Disclosure to the Employer first, however, is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergent in nature. The employee must give the Employer a reasonable opportunity to correct the activity, policy or practice. It is the Employer's responsibility to correct or prevent such violations. This is a legal obligation and a practical necessity. A violation can taint the credibility of the Employer and cause the Employer and its employees to be subjected to adverse publicity leading to public distrust.

This policy is important to the Employer. Each employee should seek to resolve any problem within Employer channels before reporting it to any outside person or entity.

SECTION 14: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article VI, Sexual Harassment and Discrimination is hereby amended to be entitled Policy Against Harassment and to read as follows:

The Employer is committed to providing a work environment that is free of discrimination. The Employer will not tolerate harassment of or by employees towards anyone, including any supervisor, co-worker, or non-employee, including vendors and citizens.

Applicability. This policy applies to all people employed by the Employer, as well as volunteers working on behalf of the Employer, and prohibits such conduct by or towards all such employees/volunteers. Independent contractors, vendors and all other parties, engaged in a professional business relationship with the Employer are also expected to abide by the policy. In addition, no employee shall be required to withstand behavior from the public which violates this policy.

Purpose. This policy is designed to ensure all employees a work environment free of any type of discrimination based upon a protected status, including freedom from sexual harassment. The purpose of this policy is to inform employees that harassment based upon a protected status is prohibited, to educate employees about harassment based upon a protected status and to provide employees with a procedure to bring complaints to management's attention.

Provisions. All employees are expected to avoid any behavior or conduct of a harassing or discriminatory nature. The Employer prohibits any form of harassment or discrimination related to an employee's protected group status, including race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law. Harassment includes, but is not limited to:

- A. Treating an individual less favorably based on a person's protected group status;
- B. Using derogatory or demeaning slurs to refer to a person's protected group status;
- C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;
- D. Using derogatory references regarding a protected group status in any job-related communication;

E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or

F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, based on any protected group status.

Any form of harassment or discrimination related to an employee's protected group status violates this policy.

This policy applies to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, compensation, fringe benefits, working conditions and career development.

Violations of this policy will result in appropriate disciplinary action up to and including termination of employment.

Sexual Harassment. The Employer prohibits sexual harassment of its employees in any form. Such conduct shall result in appropriate disciplinary action up to and including dismissal from employment.

A. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct, gestures or communications, expressed or implied, of a sexual nature when:

(1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or

(2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, or

(3) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating hostile or offensive employment environment.

B. Prohibited Conduct: No supervisory employee shall threaten or insinuate either directly or indirectly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, evaluation, compensation, assignment, advancement, or any other condition of employment. Similarly, no supervisory employee shall promise or suggest either directly or indirectly, that an employee's submission to sexual advances will result in any improvement in any term or condition of employment for the employee.

Other sexually harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel is also prohibited. This includes, but shall not be limited to:

- (1) Sexual flirtations, advances, propositions, subtle pressure for sexual activity, flirtatious whistling, discussing sexual activities;
- (2) Verbal abuse of a sexual nature including sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and foul or obscene language or gestures;
- (3) The display of sexually graphic pictures or pictures of an offensive nature, or objects in the workplace, including sexually suggestive written material such as letters, notes, facsimiles, text messages and e-mails;
- (4) Any unwelcome sexually motivated touching, including, for example, patting, pinching, hugging, cornering, blocking or impeding movement and repeated brushing against another employee's body.

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but it may also take the form of other harassing conduct not necessarily sexual in nature. For example, this would include gender stereotyping such as comments about the lesser abilities, capacities, or the "proper role" of females. It also includes subjecting a woman or a man to non-sexual harassment solely because of her or his gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite sex or same-sex harassment.

Complaint Procedure. Any employee who feels he or she has been subject to harassment should report the incident directly to the designated Affirmative Action Officer. The designated Affirmative Action Officer will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy.

Alternatively, any employee who feels he or she has been subject to harassment should report the incident directly to the Chief Administrative Officer. The Chief Administrative Officer will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy. The names and telephone numbers of the designated Affirmative Action Officer and Chief Administrative Officer are contained in the Contact Information attached to this policy.

Any individual uncomfortable reporting an incident to the designated Affirmative Action Officer and/or Chief Administrative Officer should feel free to go to any management representative which he or she feels most comfortable to relay the problem. When any management representative learns of a violation of this policy, the management representative shall assist the victim in reporting the alleged incident(s) of harassment.

All Employer employees should notify the alleged harasser that the behavior in question is thought to be offensive and unwelcome. However, failure to inform the alleged harasser that the behavior is unwelcome does not prevent the victim from filing a complaint pursuant to this policy. The harassment or discrimination does not have to occur on the Employer's property during regular work hours for an employee to file a complaint under this policy.

The Employer strongly encourages employees who witness conduct which they believe violates the Employer's Policy Against Harassment to report the violation pursuant to this complaint procedure. The Employer encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. Any complaint should be reported within sixty (60) days to be considered current. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed.

Investigation Procedure. The Employer shall conduct an investigation into the harassment complaint to determine the merits of the allegations. The designated Affirmative Action Officer and/or Chief Administrative Officer shall designate an objective investigator to determine the validity of any complaint. The objective investigator may include any third party deemed appropriate.

The investigation shall be completed in a reasonable time to resolve the issue and minimize the effects of such investigation on the parties involved. The investigation will, at a minimum, include an interview with the employee bringing the complaint and the accused.

If the Employer determines that the complaint has merit, the accused shall face appropriate disciplinary action based upon the severity of the complaint and any prior history of past charges against the individual. Disciplinary action may include a written warning, suspension, demotion, and/or termination of employment. Any disciplinary action shall be consistent with applicable collective bargaining agreements, regulations and applicable due process safeguards. Upon completion of the investigation, the entire file shall be maintained in a secure location with the Employer.

In the event that the Employer determines the complaint to be intentionally dishonest, appropriate disciplinary action may be taken against the employee who caused the complaint to be filed.

Privacy. To the extent possible, all persons involved in a harassment complaint will be given the utmost protection of privacy. Specifically, the Employer will strive, both during and after the investigation, to maintain confidentiality to the fullest extent possible, including confidentiality of the identities of all persons involved or alleged to be involved in the incident, revealing only those particulars of the matter to the extent necessary for a thorough investigation. Any employee who unnecessarily compromises the confidentiality of an investigation will be subject to appropriate discipline.

Responsibility of Supervisory Personnel. Supervisors are to monitor the work environment to ensure that all subordinates comply with this Policy Against Harassment. When a supervisor learns of a violation of this policy, the supervisor shall assist the victim in reporting the alleged incident(s) of harassment.

Alternatively, the supervisor shall report the matter to the designated Affirmative Action Officer and/or Chief Administrative Officer for resolution.

Retaliation Prohibited. The Employer encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result from the good faith reporting of harassment. The filing of a complaint, in good faith, shall not, under any circumstances provide cause for discipline. Additionally, it is a violation of this policy for any personnel to retaliate against another because he or she filed a complaint or otherwise participated in the complaint procedure.

Any supervisor who receives a harassment complaint from any employee must bring it to the attention of the designated Affirmative Action Officer and/or Chief Administrative Officer for resolution. Supervisors shall closely monitor the work environment for any forms of retaliation once an allegation has been made. This will include but not be limited to verbal remarks, irregular assignments or any other activity that may contribute to a hostile work environment.

Legal Effect. This Policy Against Harassment is to be construed as a unilateral expression of the policy of the Employer concerning harassment in the workplace. It is not intended to create any contractual rights or duties and any such intention or effect is hereby disclaimed. This policy may be amended, supplemented, modified and/or revised at any time. Any employee with questions regarding the Employer's Policy Against Harassment should contact the designated Affirmative Action Officer and/or Chief Administrative Officer.

Training. The Employer recognizes the need to reinforce its policies with effective training. Training is to be provided to all supervisory and non-supervisory employees. Ultimately, the goal of effective training is to build a culture in which all employees feel safe. Training may be conducted in person or through electronic means. To the extent economically and operationally feasible, training should be conducted live whenever possible. Training should empower participants to intervene appropriately when they witness harassment or discrimination. This means not only training participants on the requirements of the policy prohibiting harassment and discrimination, but also training participants on tools for response and lodging complaints. Training should emphasize the negative impact of harassment and discrimination on employees, workplace productivity, workplace culture, and encouraging those employees who either experience harassment/discrimination or witness it to report it.

Monitor for Compliance. The Employer acknowledges the importance of ensuring that employers' policies and procedures are actually working as intended to prevent sexual harassment and other forms of discrimination from occurring in the workplace. It is the

expectation of the Employer that all supervisors shall enforce anti-harassment policies and that setting the proper example is part of their job description and part of the evaluation of their job performance. The Employer will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces.

SECTION 15: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XII, Workplace Violence Policy is hereby amended to be entitled Policy Prohibiting Workplace Violence and to read as follows:

The Employer has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the Employer, its employees or which occur on the Employer's property will not be tolerated.

Threats or Acts of Violence Defined. "Threats or acts of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions with the Employer, or to create a hostile, abusive, or intimidating work environment for one or more employees.

Examples of Workplace Violence. General examples of prohibited workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on Employer property, regardless of the relationship between the Employer and the parties involved in the incident.

All threats or acts of violence not occurring on Employer property but involving someone who is acting in the capacity of a representative of the Employer.

All threats and acts of violence not occurring on Employer property involving an employee of the Employer if the threats or acts of violence affect the legitimate interest of the Employer.

Any threats or acts resulting in the conviction of an employee or agent of the Employer, or of an individual performing services on the Employer's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the Employer.

Specific Examples of Prohibited Conduct. Specific examples of conduct which may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to:

Hitting, fighting, pushing, or shoving an individual or throwing objects;

Threatening to harm an individual or his/her family, friends, associates, or their property;

The intentional destruction or threat of destruction of property owned, operated, or controlled by the Employer;

Making harassing or threatening telephone calls, letters or other forms of written or electronic communications;

Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Employer;

Harassing surveillance, also known as “stalking,” the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety;

Making a suggestion or otherwise intimating that an act to injure persons or property is “appropriate,” without regard to the location where such suggestion or intimation occurs;

Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Employer property.

While employees of the Employer may be required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal laws.

Application of Prohibition. The Employer’s prohibition against threats and acts of violence applies to all persons involved in the Employer’s operation, including but not limited to Employer personnel, volunteer, contract and temporary workers, and anyone else on Employer property. Violation of this policy by any individual on Employer property, by any individual acting as a representative of the Employer while not on Employer property, or any individual acting off of the Employer property when his or her actions affect the public interest or the Employer’s business interests will be followed by legal action, as appropriate. Violation by an employee of any provision of this policy may lead to disciplinary action up to and including termination.

Warning Signs, Symptoms and Risk Factors. The following are examples of warning signs, symptoms, and risk factors which MAY indicate an employee’s potential for workplace violence:

Dropping hints about a knowledge of firearms;

Making intimidating statements like: “You know what happened at the Post Office,” “I’ll get even,” or “You haven’t heard the last from me”;

Possessing reading material with themes of violence, revenge and harassment;

Physical signs of hard breathing, reddening of complexion, menacing stare, loudness, fast profane speech;

Acting out either verbally or physically;

Disgruntled employee or ex-employee who is excessively bitter;

Being a loner;

Having a romantic obsession with a co-worker who does not share that interest;

History of interpersonal conflict;

Intense anger, lack of empathy;

Domestic problems, unstable/dysfunctional family;

Brooding, depressed strange behavior, "time bomb ready to go off."

Supervisors should be alerted to and aware of these indicators. If an employee exhibits such behavior, the employee should be monitored and such behavior should be documented.

Procedures for Dealing with Acts of Workplace Violence. When a violent act occurs in the workplace: If a violent act or altercation constitutes an emergency, call 9-1-1 or the local police department. In instances that are not emergency situations, contact your Department Head or the designated human resources official. If possible, separate the parties involved in the violent altercation. If the parties cannot be separated, or if it would be too dangerous for the employee to separate the parties, call 9-1-1 or the local police department, and contact your Department Head or the designated human resources official. The Department Head will contact the designated human resource officer, who will take responsibility for coordinating a response to the incident.

In instances that involve criminal situations, the designated human resources official will contact the appropriate local police department for assessment, and if necessary, a criminal investigation.

Employee Reporting Obligations and Procedure. Each employee and every person on Employer property is encouraged to report incidents or threats or acts of physical violence of which he or she is aware. In cases where the reporting individual is not an employee, the report should be made to the local police department. In cases where the reporting individual is an employee, the report should be made to the employee's Department Head or the designated human resources official. Each Department Head shall promptly refer any such incident to the designated human resources official.

The Employer will promptly and thoroughly investigate all reports of threats of (or actual) violence and/or suspicious individuals or activities. Any individual determined to be responsible for conduct in violation of this policy will be subjected to disciplinary action up to and including termination of employment, arrest and prosecution.

Nothing in the policy alters any other reporting obligation established in the Employer's policies or in state, federal or other applicable law.

Confidentiality and Retaliation. This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. Every effort to the extent practicable will be made to protect the safety and identity of anyone who comes forward with concerns about a threat or act of violence. Employees shall refer any questions regarding his or her rights and obligations under the policy to the designated human resources official.

SECTION 16: Chapter 52, Personnel and Personnel Procedures, Employee Manual, Article XVI, Communication Media Policy is hereby amended to be entitled Computer Use, Electronic Mail, and Internet Policy and to read as follows:

The Employer's e-mail, voicemail, computer systems and Internet service are for official Employer business and use for all other non-business purposes during working time is prohibited. "Working time" shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Employer. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times. This includes, but is in no way limited to, the use of computers or Employer-issued mobile devices, use of social networking, gaming or TV/video.

Note: All e-mail, voicemail, text, and internet messages are official documents subject to the provisions of the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq.

The Employer operates in an environment where the use of computers, e-mail and the Internet are essential tools for certain employees. Those employees are encouraged to use computers, e-mail and the Internet; however, it is the responsibility of the employee to guarantee that these systems are solely used for business-related purposes during working time, (as defined above) and are used in a proper and lawful manner at all times.

- Employees are advised that all computers owned by the Employer are to be used for business purposes only during working time (as defined above), and that they have no expectation that any information stored on an Employer computer is private. Because e-mail messages are considered as business documents, the Employer expects employees to compose e-mails with the same care as a business letter or internal memo.

- Downloading or misusing software available through the Internet could violate copyright laws or licensing requirements.
- Personal use of any computer during working time (as defined above) is prohibited, unless expressly authorized by the employee's supervisor.
- The Employer reserves the right to block or cancel an employee's access to Internet sites or the Internet as a whole while using business computers or on the Employer's time.
- The e-mail, telephone, and Internet systems, as well as the messages thereon, are the property of the Employer.
- The Employer reserves its right to monitor its computer systems, including but not limited to, e-mail messages, computer files and Internet usage, with or without notice, at any time, at the Employer's discretion. The Employer also reserves the right to access and disclose such communications and recordings to third parties in certain circumstances. Therefore, employees shall have no expectation of privacy in any transmissions made or received using Employer computers or email accounts.
- Employees must be aware that the mere deletion of a file or message may not fully eliminate that file or message from the system.
- The existence of personal access codes, passwords and/or "message delete functions," whether provided by the Employer or generated by the employee, do not restrict or eliminate the Employer's access to any of its electronic systems as the employees shall be on notice that they should not have any expectation of privacy when using these systems.
- Employees shall not share personal access codes or passwords, provide access to an unauthorized user, or access another's e-mail or Internet account without authorization.
- The Employer's network, including its connection to the Internet, is to be solely used for business-related purposes during working time (as defined above). If permission is granted, an employee's personal use of the Employer's computer, e-mail and connection to the Internet shall not interfere with the employee's duties and shall comply with the Employer's policies and all applicable laws.
- Any messages or transmissions sent outside of the organization via e-mail or the Internet will pass through a number of different computer systems, all with different levels of security. Accordingly, employees must not send privileged and/or confidential communications (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure), via e-mail or the Internet unless the message is properly encrypted, and should consider a more secure method of communication for such data.

- Because postings placed on the Internet may display the Employer's address or other Employer-related information, and thus reflect on the Employer, make certain before posting such information that it exhibits the high standards and policies of the Employer. Under no circumstances shall data of a confidential nature (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure) be posted on the Internet.
- If you identify yourself as an employee in any manner on any internet posting or blog, comment on any aspect of the Employer's business or post a link to the Employer, you must include the following disclaimer in an openly visible location: "the views expressed on this post are mine and do not necessarily reflect the views of the Employer or anyone associated/affiliated with the Employer."
- Subscriptions to news groups or mailing lists are permitted only when the subscription is for a work-related purpose and authorized by Employer. Any other subscriptions are prohibited.
- All files downloaded from the Internet, e-mail attachments or the like should be checked for possible viruses. If uncertain whether your virus-checking software is current, you must check with the Employer's Network Administrator before downloading.
- Any "unauthorized use" of e-mail or the Internet is strictly prohibited while at work or while using an Employer computer. "Unauthorized use" includes, but is not limited to: connecting, posting, or downloading obscene, pornographic, violent, sexually suggestive, or discrimination based material; attempting to disable or compromise the security of information contained on the Employer's computer systems; or sending or receiving obscene, violent, harassing, sexual or discrimination based messages. If an employee receives a message that is representative of an "unauthorized use" of the Employer's electronic media from someone outside of the Employer, it is the employee's duty to immediately inform the sender of such materials that he or she must refrain from sending such materials.
- Your Internet postings SHOULD NOT VIOLATE ANY OTHER APPLICABLE EMPLOYER POLICY, including, but not limited to, the following: the Employer's Anti-Harassment and Discrimination Policies.
- Employer business which is conducted by an employee on his or her personal computer or device is subject to this policy and may be subject to the provisions of OPRA.

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination. This policy shall not be construed to restrict employees' rights to share information about their employment terms and conditions communicate with each other; or engage in other concerted activities for their mutual aid and protection.

Social Network Postings

For purposes of this policy, a social network is defined as a site that uses internet services to allow individuals to construct a profile within that system, define a list of others users with whom they share some connection, and view and access their list of connections and those made by others within that system. The type of network and its design vary from site to site. Examples of the types of internet based social networking activities include: blogging, networking, photo sharing, video sharing, microblogging, podcasting, as well as posting comments on the sites. The absence of, or lack of explicit reference to a specific site or activity does not limit the extent of the application of this provision.

The use of the internet and social networking sites, including but not limited to Snapchat, Facebook, and Twitter, is a popular activity; however, employees must be mindful of the negative impact of inappropriate or unauthorized postings upon the Employer and its relationship with the community. This provision identifies prohibited activities by employees on the internet where posted information is accessible to members of the general public, including, but not limited to, public postings on social networking sites.

Specifically, the Employer reserves the right to investigate postings, private or public, that violate work-place rules, such as the prohibition of sexual harassment and other discriminatory conduct, where such postings lawfully are made available to the Employer by other employees or third parties. Employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone. If you would not be comfortable with your supervisor, coworkers, or the management team reading your words, you should not write them.

Be advised that employees can be disciplined for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by agency employees or any individual who views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. What you say or post on your site or what is said or posted on your site by others could potentially be grounds for disciplinary action, up to and including termination. However, nothing in this social networking policy is designed to interfere with, restrain, or prevent social media communications during non-working hours by employees engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act or to prevent communications which are protected by the First Amendment freedom of speech clause, unless such communications are made as part of the employees' official job duties.

SECTION 17: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

ORDINANCE NO. 16, 2021

AN ORDINANCE BY THE CITY OF LINWOOD IN THE COUNTY OF ATLANTIC, NEW JERSEY PROHIBITING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN ITS GEOGRAPHICAL BOUNDARIES AND ESTABLISHING A CHAPTER ENTITLED CANNABIS AND AMENDING CHAPTER 228 SMOKING OF THE CODE OF THE CITY OF LINWOOD

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from one licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchased items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as

“a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”), cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times of operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, section 31b of the Act authorizes municipalities by ordinance to prohibit the operation of any one or more classes of cannabis establishments, distributors, or delivery services anywhere in the municipality; and

WHEREAS, section 31b of the Act also stipulates, however, that any municipal regulation or prohibition must be adopted within 180 days of the effective date of the Act (*i.e.*, by August 22, 2021); and

WHEREAS, pursuant to section 31b of the Act, the failure to do so shall mean that for a period of five years thereafter, the growing, cultivating, manufacturing, selling and reselling of cannabis and cannabis items shall be permitted uses in all industrial zones, and the retail selling of cannabis items to consumers shall be a conditional use in all commercial and retail zones; and

WHEREAS, at the conclusion of the initial and any subsequent five-year period following a failure to enact local regulations or prohibitions, the municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, but any such ordinance would be prospective only and would not apply to any cannabis business already operating within the municipality; and

WHEREAS, the Common Council of the the City of Linwood has determined that, due to present uncertainties regarding the potential future impacts that allowing one or more classes of cannabis business might have on New Jersey municipalities in general, and on the City of Linwood in particular, it is at this time necessary and appropriate, and in the best interest of the health, safety and welfare of the City of Linwood’s residents and members of the public who visit, travel, or conduct business in the City of Linwood, to amend the City of Linwood’s zoning regulations to prohibit all manner of marijuana-related land use and development within the geographic boundaries of the City of Linwood; and

WHEREAS, due to the complexity and novelty of the Act; the many areas of municipal law that are or may be implicated in decisions as to whether or to what extent cannabis or medical cannabis should be permitted for land use purposes or otherwise regulated in any particular municipality; and the relatively short duration in which the Act would allow such decisions to be made before imposing an automatic authorization of such uses in specified zoning districts subject to unspecified conditions, the most prudent course of action for all municipalities, whether or not generally in favor of cannabis or medical cannabis land development and uses, would be to prohibit all such uses within the Act’s 180-day period in order to ensure sufficient time to carefully review all aspects of the Act and its impacts;

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

1. Pursuant to section 31b of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16), all cannabis establishments, cannabis distributors or cannabis delivery services are hereby prohibited from operating anywhere in the City of Linwood, except for the delivery of cannabis items and related supplies by a delivery service.

2. Section 277-11, Zoning, of the the Code of the City of Linwood is hereby amended by adding to the list of prohibited uses, the following: "All classes of cannabis establishments or cannabis distributors or cannabis delivery services as said terms are defined in section 3 of P.L. 2021, c. 16, but not the delivery of cannabis items and related supplies by a delivery service."

3. A new Chapter of the Code of the City of Linwood shall be established entitled Cannabis.

- a. Purpose. Whereas, the public has voted to approve an amendment to the New Jersey Constitution to allow for the legalization of the recreation use of cannabis for adults at least 21 years of age which has been signed into law, it is the policy and the intent of the City of Linwood to restrict the consumption of cannabis by any means to private residences.
- b. Violations and penalties. Any person who shall violate or fail to comply with the provisions of this chapter shall, upon conviction, be subject to a minimum fine of \$250.00 or a maximum of \$2000 or by imprisonment for a term not exceeding 90 days or by a period of community service not exceeding 90 days as well as such penalties as may otherwise be provided by law.

4. Chapter 228 Smoking of the Code of the City of Linwood shall be amended as follows:

Article II. School Grounds, 228-8 Definitions:

Smoking - The act of inhaling, exhaling, burning, vaping or carrying any lighted cigarette, cigar, pipe, cannabis, plant or other combustible substance in any manner or in any form, including but not limited to tobacco or other similar products.

Article III. Recreational Areas and Parks, 228- 13 Definitions:

Smoking - The act of inhaling, exhaling, burning, vaping or carrying any lighted cigarette, cigar, pipe, cannabis, plant or other combustible substance in any manner or in any form, including but not limited to tobacco or other similar products.

Article III. Recreational Areas and Parks, 228-14 Smoking prohibited:

The City does hereby specifically prohibit any smoking or vaping of all types and of any substance including but not limited to tobacco and cannabis on any recreational field or in any park, including but not limited to the Linwood Bicycle Path, owned by the City.

5. Any article, section, paragraph, subsection, clause, or other provision of the Code of the City of Linwood inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

6. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

7. This ordinance shall take effect upon its passage and publication and filing with the Atlantic County Planning Board, and as otherwise provided for by law.

<i>FIRST READING:</i>	<i>July 14, 2021</i>
<i>PUBLICATION:</i>	<i>July 19, 2021</i>
<i>PASSAGE:</i>	<i>August 11, 2021</i>

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, July 14, 2021 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 11, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION No. 131, 2021

A RESOLUTION CERTIFYING THE REVIEW OF THE ANNUAL AUDIT BY THE
GOVERNING BODY

WHEREAS, N.J.S.A.40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2019 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations," as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services) under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than One Thousand Dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Linwood hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 132, 2021

A RESOLUTION APPROVING THE APPLICATION OF ATLANTIC CITY COUNTRY CLUB 1 LLC FOR RENEWAL OF PLENARY RETAIL CONSUMPTION LICENSE NO. 0114-33-001-005 FOR 2021-2022

WHEREAS, the City of Linwood authorized the transfer of a Liquor License to Atlantic City Country Club 1 LLC located at 199 New Road, Units 59-60, Linwood, NJ by Resolution No. 124 of 2018 and the renewal of said license by Resolution No. 141 of 2018 for 2018-2019, by Resolution No. 106, 2019 for 2019-2020, and by Resolution No. 151, 2020 for 2020-2021; and

WHEREAS, an application from Atlantic City Country Club 1 LLC for renewal of plenary retail consumption license No. 0114-33-001-005 for 2021-2022 has been submitted along with the payment of the appropriate municipal fee and state fee; and

WHEREAS, an amendment application from Atlantic City Country Club 1 LLC has also been submitted to pocket said license as inactive as of September 26, 2020; and

WHEREAS, the City of Linwood has not received any objections to the renewal of the aforesaid license; and

WHEREAS, the application and all riders thereto have been reviewed and approved;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the application from Atlantic City Country Club 1 LLC for renewal of plenary retail consumption license No. 0114-33-001-005 for 2021-2022 be and is hereby granted as an inactive pocket license.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 134, 2021

A RESOLUTION AUTHORIZING THE HIRING OF EILEEN T. BARTON AS A
SUBSTITUTE SCHOOL CROSSING GUARD FOR THE CITY OF LINWOOD

WHEREAS, vacancies exist in the position of Substitute School
Crossing Guard in the City of Linwood; and

WHEREAS, the Common Council of the City of Linwood is desirous of
filling the aforesaid vacancies;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood, County of Atlantic, that Eileen T. Barton is hereby hired,
effective immediately, as a Substitute School Crossing Guard at a rate
of \$38.71 per diem, in accordance with the Linwood Salary Ordinance
and all amendments thereto;

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a
satisfactory completed background check on Eileen T. Barton.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood,
do hereby certify that the foregoing resolution was duly adopted at a
Regular Meeting of the City Council of Linwood, held this 14th day of
July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 137, 2021

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED WITH REGARD TO A DUMPSTER PERMIT

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 by Seashore Construction Corp. for work being performed at 3 Woodstock Drive in the City of Linwood; and

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

WHEREAS, no funds were utilized for the repair of said pavement and there remains a balance of \$500.00 to be refunded;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to Seashore Construction Corp., 2604 Tilton Road, Egg Harbor Township, New Jersey 08234 as unused escrow funds.

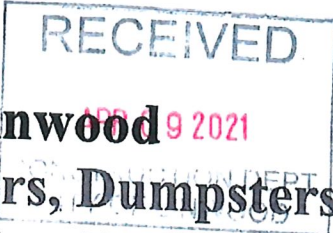
I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



59/1.11

City of Linwood Storage Units – Trailers, Dumpsters, and POD Permit Application

Name of Applicant: SeaShore Const. Corp Date: 4/6/2021
Address of Applicant: 2604 Tilton Rd. EHT, MS 08239

Proposed Location of dumpster: 3 Woodstock - Streets

Length of Time dumpster/container will be in place (30 days or less –
Permits may not exceed 6 months in any calendar year):

Start Date: 4/12/2021 Removal Date: 5/12/2021

Reason for need of dumpster: Siding Replacement

**All dumpsters, containers, or other receptacles which remain on any street, sidewalk or public property during the hours between sunset of one day and sunrise of the next day shall be equipped with suitable reflectors or other warning devices as may be required by the Building Department.*

Application: \$50 Indemnity Deposit: \$500
45342 # 45343

***Upon permanent removal of the dumpster, container or other receptacle, the Construction Department (Code Enforcement Officer) shall inspect the property for any damage to the street, sidewalk or publicly owned property. If there has occurred any damage to said property, then there shall be deducted from the deposit moneys a sufficient amount to repair the same. If the moneys on deposit are insufficient to cover the cost of repairs, the owner shall be responsible for any additional sums necessary to complete the cost of repairs.*

****The Construction Department reserves the right to revoke a permit if it determines that false statements were made in the application or if it determines that the permittee has failed to conform to the regulation set forth in City Ordinance Chapter 45, "Streets & Sidewalks" Article IV.*

[Signature]
Signature of Applicant

City of Linwood		Date: <u>4.9.2021</u>
Dumpster/Container Permit		
Block: <u>59</u>	Lot: <u>1.11</u>	
Location:		
Start Date: <u>4.12.21</u>	Removal Date: <u>5.12.21</u>	
The permit placard shall be posted conspicuously at the work site and shall remain so until the dumpster/container is removed		

RESOLUTION No. 138, 2021

A RESOLUTION APPROVING TEMPORARY SIGNAGE FOR THE LINWOOD PANTHERS

WHEREAS, the Linwood Panthers have requested permission for temporary signage along the fence at All Wars Memorial Park and the Bike Path; and

WHEREAS, the Linwood Panthers have requested to display 2'x4' grommated coroplast sponsorship signs zip tied to the chain link fence on the bike path from August 2, 2021 to November 30, 2021; and

WHEREAS, temporary signage needs approval by City Council; and

WHEREAS, the Common Council is desirous of approving said request;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that permission for the placement of temporary sponsorship signs, measuring 2'x4', are hereby granted to the Linwood Panthers based on the following conditions;

- 1.) Signs shall not be internally illuminated or electrically activated.
- 2.) Signs shall not block any site triangle for access and egress points of travel.
- 3.) Signs shall be securely fastened to fence.
- 4.) Number of signs shall not exceed twenty-five.

BE IT FURTHER RESOLVED, that the sponsorship signs shall be permitted for a period beginning on August 2, 2021 and ending on November 30, 2021.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 139, 2021

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2021-06,
TO OUR LADY OF SORROWS CHURCH

WHEREAS, Our Lady of Sorrows Church has applied for a Raffle License, to conduct games on November 13, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to the Our Lady of Sorrows Church 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 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



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

Application for a Raffle License

Application No. RA 06-2021
 Identification No. 257-1-14250

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

Please print clearly.

Name of municipality: LINWOOD

Part A - General

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

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

Date	Hours	Date	Hours
<u>NOVEMBER 13, 2021</u>	<u>9 P.M.</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4a. Address of place where raffles will be played: CHURCH HALL-724 MAPLE AVE., LINWOOD, NJ

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

5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

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

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

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

State of New Jersey

} ss.

County of ATLANTIC

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

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

Sworn and subscribed to before me this

9th day of July, 2021.

Billieann McClintonck

Notary Public (Print name)

Billieann McClintonck

Signature of Notary Public

Fr Paul Harte

Signature of Officer and Title

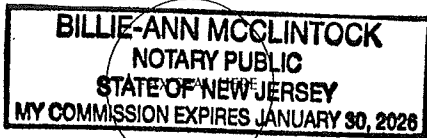
Pastor

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge



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

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

750 CLUB RAFFLE

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

All proceeds go to Our Lady of Sorrows Operating Expenses.
ID 257-1-14250 RL ??????

GRAND PRIZE \$10,000

2ND PRIZE \$1,500

5TH PRIZE \$500

3RD PRIZE \$1,500

6TH PRIZE \$500

4TH PRIZE \$500

7TH PRIZE \$500

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

\$40 PER RAFFLE TICKET

Drawing is 9 P.M. - Saturday, November 13, 2021

Must be 18 year of age or older to participate. You need not be present to win.

(no substitution of prizes)



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

Veteran's Day Beef 'N Beer with Dancing!



*David Allen Pratt KOOL 98.3 DJ &
Author of "So, When Are You Going to Get a Real Job?"
30 Years (And Counting) on the Radio in South Jersey"*

The Doors Open at 6:30 p.m.

Dinner at 8 p.m. Raffle Drawing at 9 p.m.

WEAR YOUR RED WHITE AND BLUE!

OUR LADY OF SORROWS - 750 CLUB RAFFLE
ID 257-1-14250 RL ??????

Name: _____ Date: _____

(please print first and last name)

Mailing Address: _____ Town: _____

State: _____ Zip: _____ Check # _____ Amount \$ _____ Cash Amount \$ _____

CONTACT TELEPHONE: _____

NUMBER OF TICKETS: _____

HOW MANY PERSONS ATTENDING? _____

(PLEASE MAKE CHECKS PAYABLE TO: OUR LADY OF SORROWS CHURCH)
If gambling is a problem, dial 1-800-GAMBLER.

001 Our Lady of Sorrows Veteran's Day \$40 Share

I.D. 257-1-14250
RL ?????
A Legal NJ
50/50
Drawing

750 CLUB RAFFLE CERTIFICATE

GRAND PRIZE \$10,000 (33.34% proceeds)

- 2ND PRIZE \$1500 (5% proceeds)** **5TH PRIZE \$500 (1.67% proceeds)**
- 3RD PRIZE \$1500 (5% proceeds)** **6TH PRIZE \$500 (1.67% proceeds)**
- 4TH PRIZE \$500 (1.67% proceeds)** **7TH PRIZE \$500 (1.67% proceeds)**

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

**Drawing on Saturday, November 13, 2021 at the
Veteran's Day Beef 'N Beer with KOOL98.3 DJ - David Allen Pratt
6:30 p.m. to 10:00 p.m. Church (Ticket will be drawn at 9 p.m.)
YOU NEED NOT BE PRESENT TO WIN (No substitution of prizes)**

Sold to: _____ Co-Owner _____ Date: _____

I reserved _____ seats for the Beef 'N Beer (only 250 seats available)
Tickets are non-transferable. Must be 18 yrs. of age or older to participate.
If gambling is a problem, dial 1-800-GAMBLER.

750 CLUB 001

**VETERAN'S DAY
RAFFLE CERTIFICATE**

**DRAWING: NOV. 13, 2021
9 P.M. at
Veteran's Day Beef 'N Beer
6:30 pm - 10 p.m.
\$40 per ticket
I.D. 257-1-14250 RL ????**

Name _____

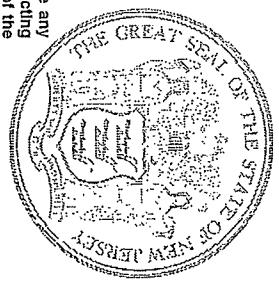
Co-Owner _____

Telephone _____

Please reserve _____ seats.

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:
Effective date: 01/01/2020 Expiration date: 12/31/2021 Registration identification: 257-1-14250


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



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

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.
Name of organization on application and license must be the same as it appears on this registration.
This Registration Certificate may only be utilized by the above-named organization.

Mail to: OUR LADY OF SORROWS CHURCH
724 MAPLE AVE
LINWOOD, NJ 08221
Attn:


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

RESOLUTION No. 140, 2021

A RESOLUTION AWARDING THE CONTRACT TO CAPELA CONSTRUCTION INC.
FOR THE LINWOOD LIBRARY SITE IMPROVEMENTS, CONTRACT NO. 33

WHEREAS, the City of Linwood received bids for the Linwood Library Site Improvements, Contract No. 33 in the City of Linwood on Thursday, July 8, 2021 at 10:00 a.m. prevailing time; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Contract for the Linwood Library Site Improvements, Contract No. 33 be and is hereby awarded to Capela Construction Inc., 20 Tranquility Court, Southampton, NJ 08088 for the Base Bid amount of \$69,075.00 as set forth in the bid submitted, which is attached hereto and incorporated herein;

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of July, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 07-09-2021
Re: Availability of Funds-Library Site Improvements

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$69,075.00 are available under Capital Ordinance 03-20B Library and Building Improvements. Funds will be encumbered to Capela Construction Inc. 20 Tranquility Court Southampton, NJ 08088.

Vincent J. Polistina, PE, PP, CME
Craig R. Hurless, PE, PP, CME
Ronald N. Curcio, PE, PP



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

July 8, 2021

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

**Re: Report of Bids
Linwood Library Site Improvements
Contract No. 33
City of Linwood, Atlantic County
PA No. 7501.05**

Dear Mr. Paolone and Council Members:

On Thursday, July 8th, 2021 at 10:00 A.M., sealed bids were received by The City of Linwood for the "Linwood Library Site Improvements" Contract No. 33. A total of ten (10) contractors picked up bid documents during the bidding period and six (6) contractors submitted bids for the project. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidders Name	Total Bid
Capela Construction Inc.	\$69,075.00
Think Pavers Hardscaping, LLC	\$73,750.00
West Bay Construction, Inc.	\$86,750.00
Arthur R. Henry, Inc.	\$113,725.01
Iaconelli Contracting Inc.	\$157,445.00
Vulcan Construction Group Inc.	\$217,775.00

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the bid was \$48,875.00. The lowest bid for the project submitted by Capela Construction Inc. is approximately 41% above the Engineer's Estimate for the bid.

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

Subject to the appropriation of City funds, we recommend awarding the Contract in the amount of \$69,075.00 to Capela Construction Inc. of Southampton, NJ.

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

Very truly yours,

POLISTINA & ASSOCIATES

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

CC: Leigh Ann Napoli, City Clerk

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

CONTRACT NO. 33 - LINWOOD LIBRARY SITE IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	CAPELA CONSTRUCTION		THINK PAVERS		WEST BAY CONSTRUCTION	
				BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,500.00	\$ 8,500.00
2	Site Clearing & Grading	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00
3	Construction Layout	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00
4	Demolition	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
5	6" x 6" Treated Timber Retaining Wall	1.125	LF	\$ 15.00	\$ 16,875.00	\$ 10.00	\$ 11,250.00	\$ 30.00	\$ 33,750.00
6	Perforated Yard Drain in Stone Trench	1	UNIT	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
7	Landscaping	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00	\$ 15,000.00	\$ 15,000.00
8	Top Soil, Fertilize & Seed	400	SY	\$ 18.00	\$ 7,200.00	\$ 10.00	\$ 4,000.00	\$ 15.00	\$ 6,000.00
9	Maintenance & Protection of Traffic	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00
TOTAL BASE BID					\$ 69,075.00		\$ 73,750.00		\$ 86,750.00

POLISTINA & ASSOCIATES
CONSULTING ENGINEERS & PLANNERS
CITY OF LINWOOD

PAGE NO. 2
JOB NO. 7501.05
DATE: 7/8/2021

CONTRACT NO. 33 - LINWOOD LIBRARY SITE IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ARTHUR R. HENRY		IACONELLI CONTRACTING		VULCAN CONSTRUCTION	
				BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL
1	Mobilization	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00
2	Site Clearing & Grading	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 26,800.00	\$ 26,800.00	\$ 17,000.00	\$ 17,000.00
3	Construction Layout	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00
4	Demolition	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 37,050.00	\$ 37,050.00	\$ 20,000.00	\$ 20,000.00
5	6" x 6" Treated Timber Retaining Wall	1,125	LF	\$ 33.00	\$ 37,125.00	\$ 34.60	\$ 38,925.00	\$ 127.00	\$ 142,875.00
6	Perforated Yard Drain in Stone Trench	1	UNIT	\$ 600.00	\$ 600.00	\$ 1,250.00	\$ 1,250.00	\$ 400.00	\$ 400.00
7	Landscaping	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 21,420.00	\$ 21,420.00	\$ 15,000.00	\$ 15,000.00
8	Top Soil, Fertilize & Seed	400	SY	\$ 5.00	\$ 2,000.00	\$ 15.00	\$ 6,000.00	\$ 13.50	\$ 5,400.00
9	Maintenance & Protection of Traffic	1	LS	\$ 0.01	\$ 0.01	\$ 8,500.00	\$ 8,500.00	\$ 100.00	\$ 100.00
TOTAL BASE BID					\$ 113,725.01		\$ 157,445.00		\$ 217,775.00