

**LINWOOD COMMON COUNCIL**  
**CAUCUS AGENDA**  
**March 8, 2017**  
**6:00 P.M.**

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

1. Roll Call                    Mayor DePamphilis \_\_\_ Mr. Beinfest \_\_\_\_\_ Mrs. DeDomenicis \_\_\_\_\_  
   Mr. Ford \_\_\_\_\_ Mr. Gordon \_\_\_\_\_ Mr. Heun \_\_\_\_\_  
   Mr. Matik \_\_\_\_\_ Mr. Paolone \_\_\_\_\_
- Also Present:            Mr. Youngblood \_\_\_\_\_ Mrs. Napoli \_\_\_\_\_ Mr. Polistina \_\_\_\_\_
2. Approval of Minutes Without Formal Reading
3. Mayor's Report  
    A. Swearing In of Patrolman Michael Fountas
4. Councilman Beinfest  
    A. Neighborhood Services
5. Councilwoman DeDomenicis  
    A. Public Works  
        1. Resolution rejecting bids received for Lawn Maintenance Services  
        2. Resolution authorizing the re-advertisement for bids for Lawn Maintenance
6. Councilman Ford  
    A. Planning & Development  
        1. Resolution authorizing partial release of Surety for 2110 New Road  
        2. Resolution authorizing the placement of a commercial sign within the Public Right of Way  
        3. Resolution designating an Area in Need of Rehabilitation  
        4. Resolution authorizing an annual Agreement with Atlantic County for Aerial Mosquito control services  
        5. Resolution reappointing Kevin Cain as the Acting Plumbing & Fire Sub Code Official  
        6. Temporary lawn sign request from Linwood Panthers
7. Councilman Gordon  
    A. Engineering  
        1. Resolution in support of an American Water Environmental Grant Application for the Living Shoreline Project  
        2. Resolutions authorizing Final Change Orders for Schoolhouse & Woodlynne Resurfacing Projects  
        3. Resolution authorizing application to the Community Development Block Grant Program
8. Councilman Heun  
    A. Public Safety  
        1. Resolution appointing Reverend Louis Strugala as Police Chaplain  
        2. Resolution supporting the Distracted Driving Crackdown
9. Councilman Matik  
    A. Revenue & Finance  
        1. Resolution canceling small tax and sewer balances  
        2. Resolution authorizing the advertisement for proposals for banking services  
        3. 2017 Budget introduction  
        4. Ordinance to exceed budget appropriation limits and establish a CAP bank – first reading

B. Emergency Management

1. Ordinance prohibiting parking on West Wabash Avenue (East side) between Somers & Devonshire Ave – first reading
2. Flood Insurance Rate Map Briefing

10. Councilman Paolone

A. Administration

1. Resolution authorizing participating in the Stockton University Credit Internship Program

11. Mr. Youngblood

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
March 8, 2017**

**CALL TO ORDER**

**FLAG SALUTE** Councilwoman Stacy DeDomenicis

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**SWEARING IN**

Patrolman Michael Fountas

**ORDINANCES**

**3 OF 2017**

AN ORDINANCE AMENDING CHAPTER 263 VEHICLES AND TRAFFIC, ARTICLE I, GENERAL REGULATIONS, SECTION 263-4 PROHIBITED PARKING; STOPPING OR STANDING; TIME LIMIT PARKING; VIOLATIONS AND PENALTIES OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

**FIRST READING:**

*March 8, 2017*

**PUBLICATION:**

*March 13, 2017*

**PASSAGE:**

*March 22, 2017*

**4 OF 2017**

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK

**FIRST READING:**

*March 8, 2017*

**PUBLICATION:**

*March 13, 2017*

**PASSAGE:**

*March 22, 2017*

**RESOLUTIONS**

**68-2017**

A Resolution introducing the 2017 Municipal Budget

**RESOLUTIONS WITHIN CONSENT AGENDA**

All matters listed under item, **Consent** Agenda, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

**52-2017**

A Resolution authorizing the canceling of small balances

**53-2017**

A Resolution rejecting the bids for Lawn Maintenance Services in the City of Linwood

**54-2017**

A Resolution authorizing the partial release of Surety with regard to Block 6, Lot 24 (2110 New Road) in the City of Linwood

**55-2017**

A Resolution authorizing the placement of a commercial sign within the Public Right-of-way of Patcong Avenue in the City of Linwood

**56-2017**

A Resolution designating Block 1, Lots 26.03, 27, 28, 29.01, 29.02, 30, 31, 32.01, 32.02, 33-39, 43.01, 43.02, 46.01, 46.02, 47, 48 as an Area In Need of Rehabilitation

**57-2017**

A Resolution authorizing the City of Linwood to advertise for Lawn Maintenance Services for the City of Linwood

**58-2017**

A Resolution authorizing the City of Linwood to advertise for Banking Services for the City of Linwood

**59-2017**

A Resolution authorizing entering into an Agreement with Atlantic County for Municipal Aerial Mosquito Control Services

**Linwood Common Council  
Agenda of Regular Meeting  
March 8, 2017  
Page 2**

**RESOLUTIONS WITHIN CONSENT AGENDA (continued)**

- 60-2017** A Resolution of support from the City of Linwood Common Council authorizing the American Water Environmental Grant Application
- 61-2017** A Resolution authorizing the City of Linwood to participate in the Atlantic County Community Development Block Grant (CDBG) Program
- 62-2017** A Resolution approving Change Order No. 1 – Final with Arawak Paving Company, Inc. with regard to the School House Drive Neighborhood Resurfacing project in the City of Linwood
- 63-2017** A Resolution approving Change Order No. 1 – Final with Arawak Paving Company, Inc. with regard to the Woodlynne Boulevard Resurfacing project in the City of Linwood
- 64-2017** A Resolution authorizing participation in the Stockton University Credit Internship Program
- 65-2017** A Resolution appointing Reverend Louis Strugala as Police Chaplain in the Linwood Police Department
- 66-2017** A Resolution reappointing Kevin Cain as the Acting Plumbing and Fire Sub Code Official for the City of Linwood
- 67-2017** A Resolution supporting the Distracted Driving Crackdown – U Drive, U Text, U Pay

**APPROVAL OF BILL LIST: \$**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

ORDINANCE NO. 3, 2017

AN ORDINANCE AMENDING CHAPTER 263 VEHICLES AND TRAFFIC, ARTICLE I, GENERAL REGULATIONS, SECTION 263-4 PROHIBITED PARKING; STOPPING OR STANDING; TIME LIMIT PARKING; VIOLATIONS AND PENALTIES 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: Section 263-4 Prohibited Parking; Stopping or Standing; Time Limit Parking; Violations and Penalties, is hereby amended as follows:

(a) The following street shall be added to the list for C. time limit parking:

<u>NAME OF STREET</u>	<u>SIDE</u>	<u>HOURS</u>	<u>LOCATION</u>
East Wabash Avenue	West	School Hours	Between Somers Avenue and 240 feet north of Devonshire Avenue

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

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

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

*FIRST READING: March 8, 2017*  
*PUBLICATION: March 13, 2017*  
*FINAL PASSAGE: March 22, 2017*

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 March 8, 2017 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on March 22, 2017.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 4, 2017

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS  
AND TO ESTABLISH A CAP BANK

WHEREAS, the Local Government Cap Law, N.J.S.A.40:A:4-45.1., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Common Council of the City of Linwood in the County of Atlantic finds it advisable and necessary to increase its CY 2017 budget up to 3.5% over the previous year's final appropriations, in the interest of promoting health, safety and welfare of the citizens; and,

WHEREAS, the Common Council hereby determines that a 3.5% increase in the budget for said year, amounting to \$238,642.14 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Common Council hereby determines that any amount authorized hereinabove that is not appropriated, as part of the final budget shall be retained as an exception to final appropriating in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Common Council of the City of Linwood, in the County of Atlantic, a majority of the full authorized membership of this governing body affirmatively concurring that, in the CY 2017 budget year, the final appropriations of the City of Linwood shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to \$278,415.83, and that the CY 2017 municipal budget for the City of Linwood be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the

Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

*FIRST READING: March 08, 2017*  
*PUBLICATION: March 13, 2017*  
*PASSAGE: March 22, 2017*

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 March 08, 2017 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on March 22, 2017.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR



**RESOLUTION No. 52, 2017**

**A RESOLUTION AUTHORIZING THE CANCELING OF SMALL BALANCES**

**WHEREAS**, the Governing Body of the City of Linwood finds and declares that N.J.S.A 40A:5-17-1 empowers the tax collector to process the cancellation of tax and sewer refunds and/or delinquencies of less than Ten (\$10.00) Dollars; and

**WHEREAS**, the Governing Body further finds and declares that the Municipal Tax Collector is qualified to process the cancellation of tax and sewer refunds and/or delinquencies of less than Ten (\$10.00) Dollars; and

**WHEREAS**, the Governing Body further finds and declares that it is in the best interest of the citizens of the City of Linwood for the Municipal Tax Collector to be authorized to process the cancellation of the tax and sewer refunds and/or delinquencies of less than Ten (\$10.00) Dollars in accordance with N.J.S.A 40A:5-17-1;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Municipal Tax Collector Kacey Johnson is hereby authorized to process the cancellation of tax and sewer refunds or delinquencies of less than Ten (\$10.00) Dollars for calendar year 2017 in accordance with N.J.S.A 40A:5-17-1.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**RESOLUTION No. 53, 2017**

A RESOLUTION REJECTING THE BIDS FOR LAWN MAINTENANCE SERVICES FOR THE CITY OF LINWOOD

**WHEREAS**, the City of Linwood advertised for and received bids for Lawn Maintenance Services on Thursday, February 23, 2017 at 10:00 A.M.; and

**WHEREAS**, the bids submitted have been reviewed and it has been determined that the City of Linwood shall substantially revise the specifications for Lawn Maintenance for the ultimate benefit and good of the residents of the City; and

**WHEREAS**, the City Solicitor has confirmed that the revisions to the specifications are substantial in nature;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the bids submitted on February 23, 2017 for Lawn Maintenance Services for the City of Linwood be and are hereby rejected as a result of a substantial revision to the specifications.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**RESOLUTION No. 54, 2017**

A RESOLUTION AUTHORIZING THE PARTIAL RELEASE OF SURETY WITH REGARD TO  
BLOCK 6 LOT 24 (2110 NEW ROAD) IN THE CITY OF LINWOOD

**WHEREAS**, the City of Linwood has received a recommendation from the Linwood Planning Board to grant a partial release of Surety on file with the City with regard to Block 6 Lot 24; and

**WHEREAS**, the request is based upon a recommendation of the Planning Board Engineer in accordance with correspondence of February 17, 2017, a copy of which is attached hereto; and

**WHEREAS**, the Planning Board has approved the recommendation for release at its regular meeting on February 27, 2017;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the Surety Funds in the amount of \$228,340.20 with regard to Block 6 Lot 24, be and are hereby released leaving a balance of \$289,909.80.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

# City of Linwood

Planning Board  
400 Poplar Avenue  
Linwood, New Jersey 08221-1899  
Telephone (609) 926-7971

March 2, 2017

Leigh Ann Napoli  
City Clerk  
400 Poplar Ave.  
Linwood, NJ 08221

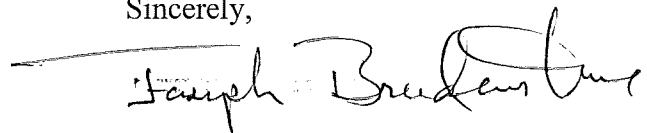
Dear Ms. Napoli:

Ref: GLB Management  
Bl. 6, lot 24

At the February 27, 2017 meeting of the Linwood Planning Board, the Board approved a motion to recommend a reduction of surety guaranteeing development of the GLB Management site, Bl. 6, lot 24. The reduction is based on the inspection and recommendation of the Planning Board engineer. The original posting of \$518,250.00 is to be reduced to a remaining balance of \$289,909.80, a reduction of \$228,340.20. The engineer's letter and performance guarantee balance sheet is attached. Please present to City Council for their action.

Thank you for your attention.

Sincerely,



Joseph Breidenstine  
Secretary, Planning Board

400 Poplar Avenue – Linwood, New Jersey 08221-1899  
Visit our web site at <http://www.aclink.org/linwood>  
Linwood City is an Equal Opportunity Employer



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

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

February 17, 2017

Chairman Roger Steedle & Members  
Linwood Planning Board  
City of Linwood  
400 Poplar Avenue  
Linwood, NJ 08221

**Re: Bond Reduction  
GLB Management LLC  
2110 New Road  
Block 6, Lot 24  
PA No. 7500.52**

Dear Chairman Steedle & Members:

As per the developer's request, Polistina & Associates has completed an inspection of the above referenced site for the purpose of a bond reduction. We found that some of the work has been completed and is in satisfactory condition.

Based on the inspection and revisions to the estimate attached hereto, it is recommended that the City of Linwood authorize a reduction in the amount of the performance guarantee to an amount of \$289,909.80.

As indicated in the estimate, the reductions are less for the dense graded aggregate, pavement base course and concrete sidewalk. To this point in time, the developer has ignored our requests to provide a plan to address the area that was paved without inspection by the City and to resolve the conflict between the concrete sidewalk and utility pole along Route 9. Until such time as the developer provides satisfactory responses to these issues, we will not be in a position to recommend any further bond reductions or sign-off on the work.

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

Very truly yours,

POLISTINA & ASSOCIATES

A handwritten signature in black ink, appearing to be "VJ Polistina", written over a printed name and title.

Vincent J. Polistina PE, PP, CME  
City Engineer

cc: Joe Breidenstine, Planning Board Secretary

**Site Improvement Estimate of Probable Costs for Performance Guarantee and Inspection Escrow**  
**GLB Management, LLC Office Building**  
**Block 6 Lot 24**  
**2110 New Road**  
**PA No. 7500.52**  
**Review: 02/17/2017**

Item	Quantity	Unit Price	Original Amount	% Reduction	Recommended Amount
<b>Site Work &amp; Earthwork</b>					
Site Clearing, Rough and Fine Grade	1.00 LS	\$10,000.00	\$10,000.00	70	\$3,000.00
<b>Stormwater Management</b>					
Basin Excavation	1.00 LS	\$7,500.00	\$7,500.00	70	\$2,250.00
Type 'B' Inlet	4.00 EA	\$2,500.00	\$10,000.00	70	\$3,000.00
Type 'E' Inlet	2.00 EA	\$2,500.00	\$5,000.00	70	\$1,500.00
Manholes	3.00 EA	\$3,000.00	\$9,000.00	70	\$2,700.00
15" ADS	230.00 LF	\$25.00	\$5,750.00	70	\$1,725.00
24" ADS	3063.00 LF	\$35.00	\$107,205.00	70	\$32,161.50
15" RCP	377.00 LF	\$30.00	\$11,310.00	70	\$3,393.00
Flared End Section	5.00 EA	\$250.00	\$1,250.00	0	\$1,250.00
Basin Bottom Soil Replacement	1.00 EA	\$15,000.00	\$15,000.00	70	\$4,500.00
Stone Apron	5.00 EA	\$500.00	\$2,500.00	0	\$2,500.00
Filter Fabric	1.00 EA	\$8,100.00	\$8,100.00	70	\$2,430.00
Stone Rip Rap	1.00 LS	\$3,500.00	\$3,500.00	70	\$1,050.00
1" to 3" Diameter Clean Stone.	1018.00 CY	\$15.00	\$15,270.00	70	\$4,581.00
<b>Roadway &amp; Concrete</b>					
Concrete Sidewalk, 4" Thick	3093.00 SF	\$5.00	\$15,465.00	50	\$7,732.50
Pavement, 2" Surface Course, Mix 9.5 M64	4615.00 SY	\$10.00	\$46,150.00	0	\$46,150.00
Pavement, 3" Base Course Mix 19 M64	4615.00 SY	\$8.00	\$36,920.00	30	\$25,844.00
Dense Graded Aggregate Base, 6" Type I-5	4615.00 SY	\$5.00	\$23,075.00	30	\$16,152.50
Handicapped Ramps, Detectable Warning	2.00 EA	\$400.00	\$800.00	0	\$800.00
Concrete Curb	1247.00 LF	\$20.00	\$24,940.00	70	\$7,482.00
<b>Miscellaneous Site Improvements</b>					
Sign, Traffic	1.00 EA	\$250.00	\$250.00	0	\$250.00
Traffic Striping	1.00 EA	\$1,500.00	\$1,500.00	0	\$1,500.00
Sign, Handicap Parking	4.00 EA	\$125.00	\$500.00	0	\$500.00
Wheel Stops	4.00 EA	\$85.00	\$340.00	0	\$340.00
Sanitary Sewer Lateral	1.00 EA	\$2,500.00	\$2,500.00	70	\$750.00
Trash Enclosure	1.00 EA	\$10,000.00	\$10,000.00	0	\$10,000.00
SESC Measures	1.00 EA	\$2,500.00	\$2,500.00	0	\$2,500.00
Identification Sign	1.00 EA	\$10,000.00	\$10,000.00	0	\$10,000.00
<b>Lighting &amp; Landscaping</b>					
Lighting - Pole Mounted Twin Fixture	4.00 EA	\$2,500.00	\$10,000.00	0	\$10,000.00
Lighting - Pole Mounted Single Fixture	3.00 EA	\$2,000.00	\$6,000.00	0	\$6,000.00
Shade Trees	13.00 EA	\$250.00	\$3,250.00	0	\$3,250.00
Coniferous Trees	61.00 EA	\$200.00	\$12,200.00	0	\$12,200.00
Shrubs, Medium	282.00 EA	\$40.00	\$11,280.00	0	\$11,280.00
Ornamental Grass	8.00 EA	\$40.00	\$320.00	0	\$320.00
Topsoil, seed and fertilizer	1.00 EA	\$2,500.00	\$2,500.00	0	\$2,500.00
Total Costs of Improvements			\$431,875.00		\$241,591.50
20% Contingency			\$86,375.00		\$48,318.30
<b>Total Recommended Bonding Amount = 120% Improvement Costs</b>			<b>\$518,250.00</b>		<b>\$289,909.80</b>
Inspection Escrow = 5% or \$500, whichever is greater			\$21,593.75		

**RESOLUTION No. 55, 2017**

A RESOLUTION AUTHORIZING THE PLACEMENT OF A COMMERCIAL SIGN WITHIN THE PUBLIC RIGHT - OF - WAY OF PATCONG AVENUE, LINWOOD

**WHEREAS**, the New Jersey Building Code, Chapter 32 Encroachments into the Public Right-of-Way, Section 3202.3.1 provides the municipality authority to regulate sign placement; and

**WHEREAS**, Pierce Properties is desirous of placing a commercial sign upon their property line and within the public right-of way of Block 1 Lot 43.01 commonly known as 501 W. Patcong Avenue, Linwood, New Jersey; and

**WHEREAS**, the proposed sign will be a ground mounted two-sided sign measuring three feet by eight feet, totaling 24 square feet; and

**WHEREAS**, the sign will be erected on two posts and the height of the proposed sign shall not exceed eight feet above average grade around the base of the sign; and

**WHEREAS**, the commercial sign will provide the name identifying the tenant, "Clay's Climate Control", and the address of the property, "501"; and

**WHEREAS**, the sign will not obstruct the ingress or egress of the said property or that of the neighboring properties at 1601 New Road and 503 Patcong Avenue; and

**WHEREAS**, the municipality may approve said sign to be installed as requested.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that Pierce Properties is hereby approved to install a two-sided, twenty-four square foot sign measuring three feet by eight feet, not exceeding eight feet in height, along the side property line and within the public right-of-way at 501 Patcong Avenue, Linwood, New Jersey.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**RESOLUTION No. 56, 2017**

A RESOLUTION DESIGNATING BLOCK 1, LOTS 26.03, 27, 28, 29.01, 29.02, 30, 31, 32.01, 32.02, 33-39, 43.01, 43.02, 46.01, 46.02, 47, 48 AS AN AREA IN NEED OF REHABILITATION

**WHEREAS**, N.J.S.A. 40A:12A-14, authorizes the governing body of any municipality, by Resolution, to determine whether, according to the criteria set forth therein, a delineated area is in need of rehabilitation, and that a program of rehabilitation, as defined by N.J.S.A. 40A:12A-3 may be expected to prevent further deterioration and promote the overall development of the community; and

**WHEREAS**, the Mayor and Council have referred their proposed Resolution to the Planning Board and received the Board's recommendation to declare the properties delineated on the attached chart (hereinafter referred to as the "delineated properties" or "delineated area") as an area in need of rehabilitation;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Linwood, that:

1. A significant portion of structures therein are in a deteriorated or substandard condition; and
2. There is a pattern of vacancy, abandonment or underutilization of properties in the delineated area; and
3. A program of rehabilitation as defined in N.J.S.A. 40A:12A-3 may be expected to prevent further deterioration and promote overall development of the community; and
4. The delineated properties shown on the attached chart, within the City of Linwood, are hereby designated as an area in need of rehabilitation according to the criteria of N.J.S.A. 40A:12A-14.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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



# City of Linwood

Planning Board  
400 Poplar Avenue  
Linwood, New Jersey 08221-1899  
Telephone (609) 926-7971

March 3, 2017

Leigh Ann Napoli  
City Clerk  
400 Poplar Ave.  
Linwood, NJ 08221

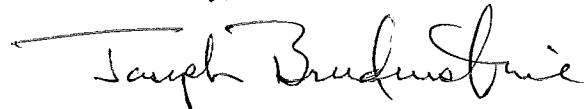
Dear Ms. Napoli:

Ref: Resolution designating Bl. 1, lots 26.02, 26.03, 27, 28, 29.01, 29.02, 30, 31, 32.01, 32.02, 33-39, 43.01, 43.02, 46.01, 46.02, 47, 48 as an area in need of Rehabilitation.

At the February 27, 2017 meeting of the Linwood Planning Board, the Board discussed the above referenced resolution which City Council referred to the Planning Board for comment. Discussion led to questioning the inclusion of Bl. 1, lot 26.02, since that particular lot has already been designated as part of a Redevelopment Zone. (See Ordinance 8, 2015). In all other respects the Planning Board was in agreement with the resolution as presented. At the conclusion of discussion, the Planning Board took a vote affirming City Council's pending resolution that the area be designated an area in need of rehabilitation with the exception that Bl. 1, lot 26.02 not be included. Please inform City Council of the Planning Board's action.

Thank you for your attention.

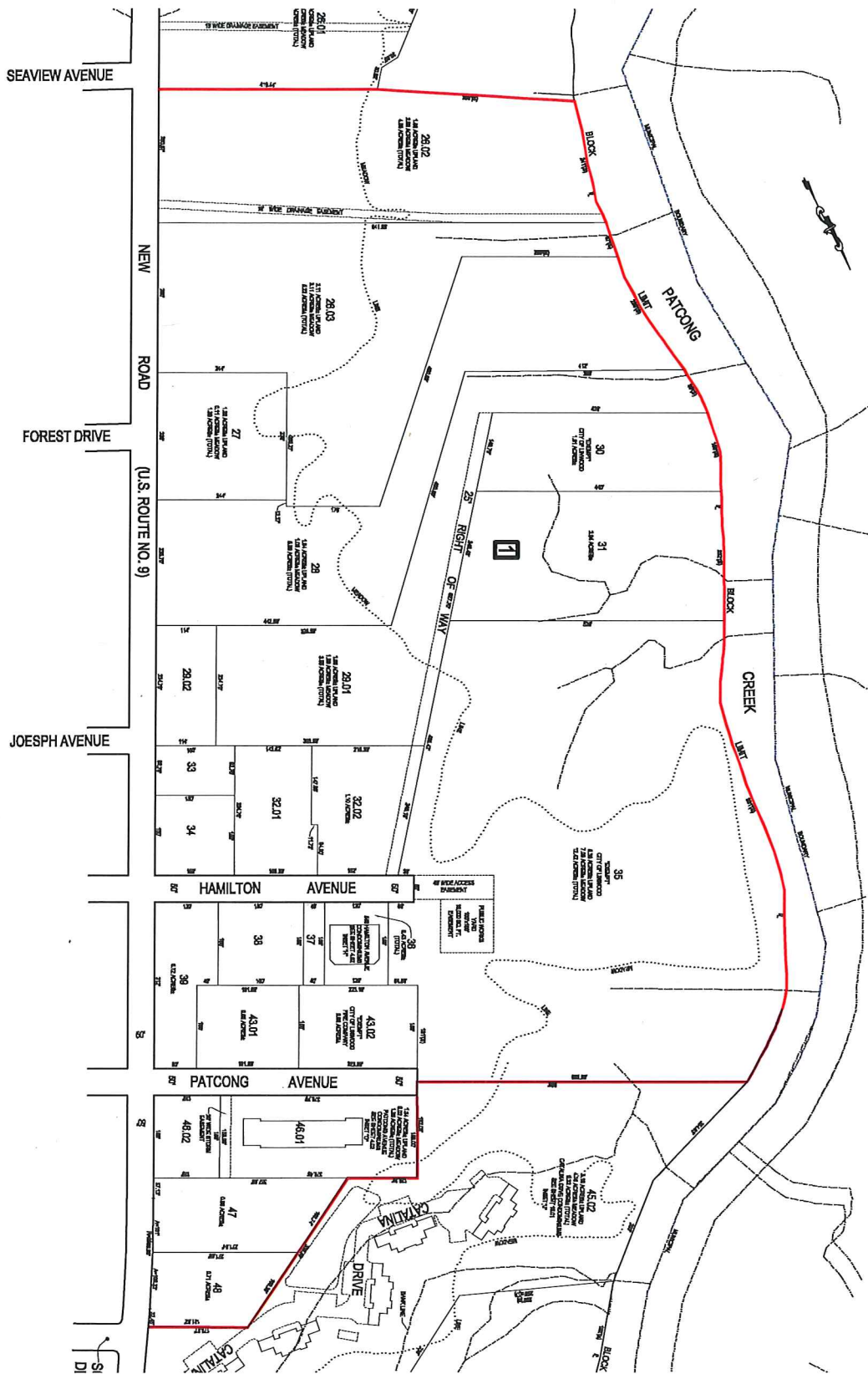
Sincerely,



Joseph Breidenstine  
Secretary, Planning Board

Cc: All Planning Board members

400 Poplar Avenue – Linwood, New Jersey 08221-1899  
Visit our web site at <http://www.aclink.org/linwood>  
Linwood City is an Equal Opportunity Employer



Job No.	7500.56
Sheet	1
B/O	1
Total	1

City of Linwood  
Atlantic County, New Jersey

## Rehabilitation Area

Conceptual Plan

**POLISTINA**  
Associated, LLC  
Engineers & Planners

6684 Washington Avenue  
Egg Harbor Township, NJ 08234  
Phone: (609) 646-2950  
Fax: (609) 646-2949  
Cert of Auth No 24GA28091200

**Vincent J. Polistina**  
Professional Engineer  
New Jersey License No. 41978

Date

Designed CEP	Drawn CEP	Checked VJP	Approved VJP	Date 2/7/17
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**RESOLUTION No. 57, 2017**

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO ADVERTISE FOR LAWN MAINTENANCE SERVICES FOR THE CITY OF LINWOOD

**WHEREAS**, the City of Linwood is desirous of receiving bids for Lawn Maintenance Services for the City of Linwood; and

**WHEREAS**, specifications have been prepared and are on file and available for inspection in the Office of the City Clerk, Linwood, New Jersey;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the aforesaid specifications are hereby approved;

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the City Clerk is hereby directed to advertise for bids for the aforesaid in the March 9, 2017 issue of The Press, bids to be received on Tuesday, March 21, 2017 at 10:00 A.M. prevailing time at the Municipal Clerk's Office, Linwood, New Jersey;

**BE IT FURTHER RESOLVED**, that the Common Council of the City of Linwood reserves the right to reject all bids.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**RESOLUTION No. 58, 2017**

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO ADVERTISE FOR BANKING SERVICES FOR THE CITY OF LINWOOD

**WHEREAS**, the City of Linwood is desirous of receiving proposals for Banking Services for the City of Linwood; and

**WHEREAS**, specifications have been prepared and are on file and available for inspection in the Office of the Chief Financial Officer, Linwood, New Jersey;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the aforesaid specifications are hereby approved;

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the City Clerk is hereby directed to advertise for proposals for the aforesaid in the March 13, 2017 issue of The Press, proposals to be received on Tuesday, April 4, 2017 at 10:00 A.M. prevailing time at the Chief Financial Officer's Office, Linwood, New Jersey;

**BE IT FURTHER RESOLVED**, that the Common Council of the City of Linwood reserves the right to reject all proposals.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**RESOLUTION No. 59, 2017**

A RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT WITH  
ATLANTIC COUNTY FOR MUNICIPAL AERIAL MOSQUITO CONTROL SPRAYING

**WHEREAS**, the Common Council of the City of Linwood is desirous of entering into an agreement with the County of Atlantic for Municipal Aerial Mosquito Control; and

**WHEREAS**, said Agreement has been presented and reviewed and is found to be acceptable;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Mayor be and is hereby duly authorized, empowered and directed to execute a Contract and Agreement on behalf of the City of Linwood with the County of Atlantic for Municipal Aerial Mosquito Control.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**2017 Municipal Aerial Mosquito Control Agreement**

On behalf of \_\_\_\_\_, (City, town, borough) I hereby authorize the Atlantic County Department of Public Works, Office of Mosquito Control, to perform aerial application of pesticides for mosquito control over certain areas of \_\_\_\_\_ (City, etc.)

I understand that all pesticides and aircraft are those approved for aerial application by both State and Federal governments. Also, these areas to be treated have high populations of mosquitoes, being either a nuisance, a health hazard, or both.

The Atlantic County Department of Public Works, Office of Mosquito Control shall notify \_\_\_\_\_ (City, etc.) Police Department, the municipality, and local news media prior to each application.

Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_  
(Mayor or Representative)

\_\_\_\_\_  
(Date)

**RESOLUTION No. 60, 2017**

A RESOLUTION OF SUPPORT FROM THE CITY OF LINWOOD COMMON COUNCIL AUTHORIZING THE AMERICAN WATER ENVIRONMENTAL GRANT APPLICATION

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, the City of Linwood strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS**, the American Water's environmental grants support innovative, community-based environmental projects that improve, restore and/or protect watersheds and community water supplies through partnerships;

**NOW THEREFORE BE IT RESOLVED**, that the Common Council of the City of Linwood has determined that Linwood should apply for the aforementioned Grant.

**BE IT FURTHER RESOLVED**, that the Common Council of the City of Linwood, State of New Jersey, authorizes the submission of the aforementioned American Water Environmental Grant.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**RESOLUTION No. 61, 2017**

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

**WHEREAS**, the City of Linwood has opted to participate in the Atlantic County Community Development Block Grant (CDBG) Program for FY 2016; and

**WHEREAS**, as a participant, the City of Linwood expects to be allocated \$15,000.00 for Fiscal Year 2017; and

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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



**RESOLUTION No. 62, 2017**

A RESOLUTION APPROVING CHANGE ORDER NO. 1-FINAL WITH ARAWAK PAVING COMPANY, INC. WITH REGARD TO THE SCHOOL HOUSE DRIVE NEIGHBORHOOD RESURFACING PROJECT IN THE CITY OF LINWOOD

**WHEREAS**, Change Order No. 1-Final with Arawak Paving Company, Inc. with regard to the School House Drive Neighborhood Resurfacing Project has been submitted for review and approval; and

**WHEREAS**, recommendations have been made to authorize the Change Order which will result in a decrease of the total contract price in the amount of \$4,706.00 in accordance with the attached Change Order incorporated herein and made part hereof;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Change Order No. 1-Final with Arawak Paving Company, Inc. regarding the School House Drive Neighborhood Resurfacing Project be and is hereby authorized and approved;

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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



ACCEPTED:

Anna E. Rivera 5/4/16

CONTRACTOR DATE  
ARAWAK PAVING CO., INC.  
Anna E. Rivera, Contract Administrator

CONTRACT AMOUNT \$ 239,800.00

PREVIOUS CHANGE ORDERS \$ 0.00

APPROVAL RECOMMENDED:

[Signature] 5/4/16  
POLISTINA & ASSOCIATES DATE

THIS CHANGE ORDER No.1 - Final \$ (4,706.00)

TOTAL CHANGE ORDERS  
TO DATE \$ (4,706.00)

APPROVED:

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

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

**RESOLUTION No. 63, 2017**

A RESOLUTION APPROVING CHANGE ORDER NO. 1-FINAL WITH ARAWAK PAVING COMPANY, INC. WITH REGARD TO THE WOODLYNNE BOULEVARD RESURFACING PROJECT IN THE CITY OF LINWOOD

**WHEREAS**, Change Order No. 1-Final with Arawak Paving Company, Inc. with regard to the Woodlynne Boulevard Resurfacing Project has been submitted for review and approval; and

**WHEREAS**, recommendations have been made to authorize the Change Order which will result in a decrease of the total contract price in the amount of \$27,471.76.00 in accordance with the attached Change Order incorporated herein and made part hereof;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Change Order No. 1-Final with Arawak Paving Company, Inc. regarding the Woodlynne Boulevard Resurfacing Project be and is hereby authorized and approved;

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**CONTRACT CHANGE ORDER**

CHANGE ORDER NO. 1-Final

DATE April 20, 2016

CONTRACT NO. 4

PROJECT DESCRIPTION Woodlynne Boulevard Resurfacing

CONTRACT DATE September 14, 2015

CONTRACTOR Arawak Paving Company, Inc.

REASON FOR CHANGE ORDER : Adjusted Quantities

<u>CON. ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	
				Additions	Deletions
4	200 LF	Sawcutting, If & Where Directed	\$0.01		\$2.00
5	390 SY	Milling, 2" & Variable Depth	\$2.60	\$1,014.00	
6	50 SY	Soil Aggregate Base Course, I-5, 6" Thick	\$0.01		\$0.50
8	50 TON	Hot Mix Asphalt, 19M64 Base Course	\$0.01		\$0.50
9	50 TON	Hot Mix Asphalt, 12.5M64 Surface Course, 2" Thick & Variable Depth	\$75.00	\$3,750.00	
10	194.44 TON	Hot Mix Asphalt, 12.5M64, Leveling Course	\$0.01		\$1.94
13	5.35 SY	Concrete Driveway Apron, 6" Thick, If & Where Directed	\$100.00		\$535.00
14	32 SY	Concrete Sidewalk, 4" Thick	\$95.00		\$3,040.00
16	1 UNIT	Retrofit Inlet Grate, Bicycle Safe Grate, If & Where Directed	\$650.00		\$650.00
17	6 UNIT	Reset Manhole Casting	\$0.01		\$0.06
18	20 UNIT	Reset Utility Valve Casting, If & Where Directed	\$0.01		\$0.20
22	1 UNIT	Stop Bar, Thermoplastic	\$167.25		\$167.25
23	200 SY	Sod, If & Where Directed	\$9.00		\$1,800.00
29	5.33274 LS	Fuel Price Adjustment	\$1,700.00		\$9,065.66
30	3.22842 LS	Asphalt Price Adjustment	\$4,300.00		\$13,882.26
A4	63.5 LF	Concrete Curb	\$44.31	\$2,813.69	
A5	56 SY	Concrete Driveway Apron	\$105.43		\$5,904.08
		<b>Subtotal</b>		<b>\$7,577.69</b>	<b>\$35,049.45</b>
<b>Total</b>					<b>\$27,471.76</b>

ACCEPTED:

CONTRACT AMOUNT

\$ 369,415.00

Anna E. Rivera 4/21/16  
CONTRACTOR DATE

PREVIOUS CHANGE ORDERS

\$ 0.00

Arawak Paving Co., Inc.

Anna E. Rivera, Contract Administrator

APPROVAL RECOMMENDED:

THIS CHANGE ORDER No. 1-Final \$ -27,471.76

UP 4/25/16  
POLISTINA & ASSOCIATES DATE

TOTAL CHANGE ORDERS  
TO DATE

\$ -27,471.76

APPROVED:

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

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

**RESOLUTION No. 64, 2017**

**A RESOLUTION AUTHORIZING IN THE STOCKTON UNIVERSITY CREDIT INTERNSHIP PROGRAM**

**WHEREAS**, Stockton University operates a non-paid Internship Program to current students to earn education credits towards their degrees; and

**WHEREAS**, said program is an opportunity for students to gain experience in their respective fields, learn about the inner workings of a professional environment, strengthen their career prospects and build their academic portfolios; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of participating in said program;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Linwood may participate in the Stockton University Credit Internship Program and the Mayor be and is hereby duly authorized, empowered and directed to execute a Contract and Agreement on behalf of the City of Linwood with Stockton University.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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



**AFFILIATION AGREEMENT \***

This AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as "THE AFFILIATE"

**AND**

**STOCKTON UNIVERSITY**  
**101 Vera King Farris Drive Galloway, New Jersey 08205-9441**

Hereinafter referred to as "THE UNIVERSITY"

CONTRACT NUMBER \_\_\_\_\_

*\* This form can be used for credit Internships*

**WITNESSETH:**

**WHEREAS**, THE AFFILIATE's business operations include the following:

;

**WHEREAS**, THE UNIVERSITY conducts courses of study in the field of:

The "Program; and

**WHEREAS**, it is deemed desirable by the parties hereto to enter into a mutual contract and AGREEMENT for furnishing the students in the Course of Study with experience at THE AFFILIATE;

**NOW, THEREFORE**, in consideration of the stipulations and conditions contained herein, it is mutually agreed that:

1. **TERM:** This AGREEMENT shall become effective immediately and shall continue unless terminated as hereinafter provided.
2. **INTERNSHIP/PRACTICUM PROGRAM/SERVICE LEARNING:** THE AFFILIATE shall send THE UNIVERSITY either a written description of the educational experience and supervision procedures that THE AFFILIATE plans to utilize (the "Placement") which shall include specific duties, requirements of such student pursuant to rotation. The students of the Program will start their Placement experience as determined by mutual AGREEMENT. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of:

\_\_\_\_\_ for THE UNIVERSITY  
and the following official(s) of THE AFFILIATE:  
\_\_\_\_\_



3. THE AFFILIATE will furnish the students of the Program with experience in the following field of study:

It is understood that the student will be supervised by an AFFILIATE representative who meets State licensing and other regulations in his/her field (if applicable to THE AFFILIATE and/or job Description) and has a minimum of \_\_\_\_\_ year(s) experience in this field. The Placement will include opportunities for student participation in a variety of areas which may include:

\_\_\_\_\_;  
administration, management and/or research to the extent feasible. At the end of the Placement, the supervising affiliate representative shall prepare an evaluation of each student's performance, using forms provided by THE UNIVERSITY, and promptly return the completed evaluation to THE UNIVERSITY.

4. THE AFFILIATE will provide any special equipment needed to serve THE AFFILIATE'S clients and, if necessary, will provide reasonable storage space for the Program's students' equipment (if applicable),
5. THE AFFILIATE will name a representative to serve as student supervisor and faculty liaison. This affiliate representative will review all selected student assignments to coordinate the service schedule of THE AFFILIATE.
6. THE AFFILIATE will grant permission to THE UNIVERSITY'S faculty members to supervise and work with students in the Program who are rendering services to THE AFFILIATE and recognizes THE UNIVERSITY has sole authority for the teaching of the students; nevertheless, the ultimate responsibility for and authority over AFFILIATE'S services shall continue to rest with THE AFFILIATE.
7. **ORIENTATION:** THE AFFILIATE shall provide to all participating students an orientation relating to their responsibilities, including any emergency procedures, reporting requirements, and student emergency contacts. If students are placed in a clinical setting, the orientation shall include their responsibilities under regulations issued by the Department of Health and Human Services to implement the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" Regulations) and regulations issued by the Occupational Health and Safety Administration ("OSHA") relating to blood borne pathogens. THE AFFILIATE will explain to the students their objectives, policies and program information in accordance with the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") and NJ Department of Health and Human Services (if applicable). At the request of THE AFFILIATE, THE UNIVERSITY will require that participating students attend orientation sessions offered by THE AFFILIATE on HIPAA Regulations, OSHA Regulations, JCAHO Regulations and other state and federal mandates relating to the student's placement.
8. **NURSING CLINICAL AGENCIES:** Where applicable, Nursing Clinical Agencies, in compliance with New Jersey Administrative Code Title 13 Law and Public Safety, Chapter 37 New Jersey Board of Nursing, shall adhere to the following in all nursing clinical contracts:
- A. Every nursing program shall provide clinical experiences through an affiliation with a clinical affiliate or agencies that are licensed by a governmental affiliate or accredited by a nationally recognized accrediting body.
- B. There shall be a written agreement between the nursing program and the clinical affiliate. The agreement shall be signed and adhered to by the parties and shall include provisions for:
- 1) Review of the terms of the agreement;
  - 2) Notice of termination of the agreement by either party at least 120 days prior to termination;
  - 3) Faculty responsibility for student education;
  - 4) Collaboration between faculty and clinical affiliate personnel in selecting clinical experiences;
  - 5) Joint annual evaluation of the effectiveness of the clinical experience, with input from students;  
and
  - 6) A faculty to student ratio of at least one faculty member for every 10 students.

For further information, please visit <http://www.njconsumeraffairs.gov/laws/nursingregs.pdf>

9. Criminal Offender Record Information ("CORI"). To the extent THE AFFILIATE elects to require a CORI check prior to commencement of a student's participation in the Program, (i) THE AFFILIATE shall provide reasonable advance written notice of such requirement and a copy of its screening form to THE UNIVERSITY, (ii) THE UNIVERSITY shall inform the student that completion of the CORI check is a prerequisite to his/her participation in THE AFFILIATE'S program, (iii) the student shall be responsible for initiating and obtaining a CORI check and shall notify THE UNIVERSITY of any results that would disqualify the student from participation in the Program. THE AFFILIATE agrees to (i) use reasonable efforts and diligence to maintain the confidentiality of the information contained in any CORI check, (ii) comply with provisions of the Family Educational Rights and Privacy Act (FERPA) and any other applicable federal or state privacy statute.

10. **CONFIDENTIAL INFORMATION:**

- A. THE UNIVERSITY shall keep private and confidential all records of THE AFFILIATE in its possession. THE AFFILIATE may list below any additional concerns, if any, regarding access to confidential information that THE UNIVERSITY may be privy to and shall not, except with the written consent of THE AFFILIATE or as lawfully directed, disclose the contents of such records or such information:
- 
- B. THE AFFILIATE will instruct and inform the students and THE UNIVERSITY of the confidential nature of all THE AFFILIATE records and of all medical and personal information.
- C. Each party agrees to hold the other party's confidential information in confidence. Each party will exercise its best efforts to safeguard each other's confidential information. Such precautions will be at least as great as those that either party takes to protect its own confidential information. Each party will disclose the other party's confidential information to its employees or consultants only as a need-to-know basis and subject to the confidentiality obligations imposed here. When confidential information is no longer necessary to perform any obligation under any of the AGREEMENT, it will be, at the option of the owning party, returned to its owner or destroyed. This provision shall survive termination of this AGREEMENT.
- D. If subject to Health Insurance Portability and Accountability Act of 1966 (HIPAA), THE AFFILIATE shall at all times ensure that it maintains compliance with HIPAA Regulatory compliance and shall include the erasure and deletion of all personal and confidential information contained on all personal computers and drives prior to disposal or disposition as required by the Department of Defense. U.S. Department of Defense 5220-22-17 Standard.
- E. THE AFFILIATE shall adhere to the requirements of the Family Educational Rights and Privacy Act (FERPA) USC §1232 et. seq. to the extent it maintains any student records and comply with the New Jersey Open Public Records Act (OPRA).

11. **INTERNSHIP/PRACTICUM/SERVICE LEARNING PARTICIPANTS:** THE UNIVERSITY will give notice to THE AFFILIATE of the number of and names of all students whom it intends to have enter this INTERNSHIP/PRACTICUM/SERVICE LEARNING program at least two weeks, if possible, prior to the commencement of any session/semester. THE AFFILIATE will then notify THE UNIVERSITY of its ability to accommodate for the number of students at least two weeks from the date on which THE AFFILIATE is notified of the number of students.

12. **AFFILIATION AGREEMENT:** It is agreed by the parties that THE UNIVERSITY may publish THE AFFILIATE'S name as being affiliated with THE UNIVERSITY.

13. It is agreed that, in connection with this AGREEMENT, THE UNIVERSITY and/or its students rendering service at and for THE AFFILIATE shall at all times not be considered employees or agents of THE AFFILIATE. Therefore, THE UNIVERSITY and/or students rendering services to THE AFFILIATE shall be solely responsible for compliance with Federal, State, and local laws, regulations, and orders now or hereinafter in effect related to taxes, unemployment insurance, social security, workers compensation, disability, and all deductions and withholding of payments required by present or future laws or regulations.

14. **INSURANCE COVERAGE:**

A. THE UNIVERSITY is responsible for ascertaining that all students are included in a student accident insurance program. THE UNIVERSITY purchases professional malpractice insurance for participating students in the following programs: Health sciences (including nursing, community health, audiology, speech pathology) physical therapy, occupational therapy, drug and alcohol counseling, social work and criminology. THE UNIVERSITY participates in the State of New Jersey's self-insured risk retention program. THE UNIVERSITY does not carry separate public liability insurance but manages risks through the State's Program and is accorded certain statutory immunities under the terms and provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq. and the New Jersey Charitable Immunity Act, N.J.S.A. 2A:53A-7 et seq.

B. THE AFFILIATE will procure and maintain comprehensive general liability insurance and professional liability insurance or Professional Malpractice Insurance sufficient to protect THE UNIVERSITY from any liability arising out of the professional obligations performed pursuant to the requirements of this AGREEMENT; or a program of self-insurance reasonably satisfactory to THE UNIVERSITY covering THE AFFILIATE and its respective officers, trustees, agents, servants, and employees from and against any and all damages, claims, suits, liabilities, costs, and expenses involving counsel fees, arising out of acts or omissions by THE AFFILIATE'S employees while performing within the scope of their responsibilities and duties as participants in the program.

15. **INDEMNITY:** THE AFFILIATE shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey, THE UNIVERSITY, its Board, employees, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from this AGREEMENT. THE AFFILIATE'S breach of its obligations of confidentiality; and, THE AFFILIATE'S indemnification obligation are not limited by, but are in addition to the insurance obligations contained herein. THE UNIVERSITY as a State entity under and subject to the provisions of N.J.S.A. 18A:64-82, with noted exceptions is prohibited from providing indemnification. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the availability of appropriations.

16. **RENEWAL PROVISION:** This contract shall renew itself automatically from year-to-year, for a period of not more than 3 years from date of contract unless either party gives at least thirty (30) days written notice to the other party that the AGREEMENT is to terminate on a given date. All written notices affecting the contract termination must be delivered by certified or registered mail. The date of deposit of any notice in the U.S. Post Office with all postage prepaid shall be deemed the date of delivery thereof.

17. **NON-DISCRIMINATION:** No person shall, on grounds of race, color, creed, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary, cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States or disability be excluded from participation in or denied benefits of The Program. N.J.S.A. 10: 5-31 et seq.

18. **SEXUAL HARASSMENT POLICY:** THE AFFILIATE shall have in place a sexual harassment policy. The student shall be provided with a copy of the policy and procedures for reporting any incident of any kind of sexual harassment as defined by the Equal Employment Opportunity Guidelines Commission.
19. **MODIFICATIONS:** This AGREEMENT may be modified or amended by mutual consent of the parties. Any such modifications or amendments shall be in writing, signed by both parties, attached, and become part of this AGREEMENT.
20. **INTEGRATION CLAUSE:** This contract and any attached addenda constitute the entire contract between THE AFFILIATE and THE UNIVERSITY.
21. **SEVERABILITY:** If any provision of this contract is held to be invalid or unenforceable for any reason, this contract shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).
22. **CAPTIONS:** The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this contract.
23. **GOVERNING LAW:** As a public entity established by, and subject to, the laws of the State of New Jersey, THE UNIVERSITY cannot consent to foreign laws or jurisdiction. As such, this contract shall be governed and construed in accordance with the laws of the State of New Jersey, in the courts of the State of New Jersey without regard to the principles of conflicts of law.

IN WITNESS WHEREOF, this AGREEMENT has been duly executed and signed by:

**STOCKTON UNIVERSITY**

**AFFILIATE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION No. 65, 2017**

A RESOLUTION APPOINTING REVEREND LOUIS STRUGALA AS POLICE CHAPLAIN IN  
THE LINWOOD POLICE DEPARTMENT

**BE IT RESOLVED**, by the Common Council of the City of Linwood that Reverend Louis Strugala is hereby appointed Police Chaplain of the Linwood Police Department.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**RESOLUTION No. 66, 2017**

A RESOLUTION REAPPOINTING KEVIN CAIN AS THE ACTING PLUMBING AND FIRE  
SUB CODE OFFICIAL FOR THE CITY OF LINWOOD

**WHEREAS**, by Resolution No. 44, 2017 Kevin Cain was appointed Acting Plumbing and Fire Sub Code Official for the City of Linwood for a period of thirty days expiring on March 16, 2017; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of reappointing Kevin Cain as the Acting Plumbing and Fire Sub Code Official on a temporary basis for an additional period not to exceed thirty (30) days;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Kevin Cain is hereby reappointed to the position of Acting Plumbing and Fire Sub Code Official for the City of Linwood to commence March 17, 2017 for a period not to exceed thirty (30) days and at a salary not to exceed \$5,000.00 as the Acting Plumbing Sub Code Official and \$5,000.00 as the Acting Fire Sub Code Official as per the Linwood Salary Ordinance and all amendments thereto.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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

**RESOLUTION No. 67, 2017**

A RESOLUTION SUPPORTING THE DISTRACTED DRIVING CRACKDOWN - U DRIVE, U  
TEXT, U PAY

**WHEREAS**, distracted driving is a dangerous epidemic on America's roadways and, in New Jersey, driver inattention remains the most significant cause of fatal and incapacitating crashes; and

**WHEREAS**, funds are available through the National Highway Safety Administration for a 2017 Distracted Driving Crackdown - U Drive, U Text, U Pay program to reimburse for special enforcement patrols targeting distracted drivers; and

**WHEREAS**, the Linwood Police Department has requested that a grant application be submitted for the funds;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Common Council of the City of Linwood hereby supports a grant application to the National Highway Safety Administration for the 2017 Distracted Driving Crackdown - U Drive, U Text, U Pay.

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 8th day of March, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of March, 2017.

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

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

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