

**LINWOOD COMMON COUNCIL**  
**CAUCUS AGENDA**  
**May 10, 2023**  
**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. Albright \_\_\_\_\_ Mrs. Byrnes \_\_\_\_\_  
Mrs. DeDomenicis \_\_\_\_\_ Mr. Levinson \_\_\_\_\_ Mr. Michael \_\_\_\_\_  
Mr. Walcoff \_\_\_\_\_ Mr. Ford \_\_\_\_\_  
  
Professionals: Mr. Youngblood \_\_\_\_\_ Mr. Polistina \_\_\_\_\_ Mrs. Napoli \_\_\_\_\_
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilwoman Albright
  - A. Planning, Engineering, & Development
    1. Resolution awarding a Contract to Shore Solutions Mechanical Contracting, LLC for HVAC repairs and service
    2. Resolution authorizing refund of a Construction Permit to SunnyMac
    3. Resolution awarding a Contract to Automated Door Access Systems for the Linwood Library door operators
    4. Resolution authorizing temporary sign for Luminary Cosmetic Medicine
5. Councilwoman Byrnes
  - A. Neighborhood Services
    1. Resolution authorizing the hiring of Colleen Kaufelds as the Park Director
6. Councilwoman DeDomenicis
  - A. Public Works
    2. Resolution hiring Michael W. Taylor as a Laborer in the Public Works Department
7. Councilman Levinson
  - A. Revenue & Finance
    1. Resolution certifying the review of the annual Audit Report
    2. Resolution authorizing the Tax Collector to process third quarter estimated tax bills
8. Councilman Michael
  - A. Public Safety
9. Council President Ford
  - A. Administration
10. Solicitor's Report

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
May 10, 2023**

**CALL TO ORDER**

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

**FLAG SALUTE:** Councilwoman June Byrnes

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**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.

- |                |  |
|----------------|--|
| <b>83-2023</b> | A Resolution awarding a Contract to Shore Solutions Mechanical Contracting, LLC for HVAC repairs and service for the City of Linwood   |
| <b>92-2023</b> | A Resolution authorizing the hiring of Michael W. Taylor as a Laborer in the City of Linwood Public Works Department                   |
| <b>93-2023</b> | A Resolution certifying the review of the Annual Audit by the Governing Body   |
| <b>94-2023</b> | A Resolution authorizing the refund of a Construction Permit #2022-0239 to SunnyMac LLC  |
| <b>95-2023</b> | A Resolution authorizing the Tax Collector to process third quarter estimated tax bills due August 1, 2023                             |
| <b>96-2023</b> | A Resolution authorizing the hiring of Colleen Kaufelds as the Park Director for the City of Linwood                                   |
| <b>97-2023</b> | A Resolution awarding the Contract to Automated Access Systems, Inc. for the Linwood Library Automated Door Operators, Contract No. 44 |
| <b>98-2023</b> | A Resolution approving temporary signage for Luminary Cosmetic Medicine  |

**APPROVAL OF BILL LIST: \$**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

**RESOLUTION No. 83, 2023**

A RESOLUTION AWARDING A CONTRACT TO SHORE SOLUTIONS MECHANICAL CONTRACTING, LLC FOR HVAC REPAIRS AND SERVICE FOR THE CITY OF LINWOOD

**WHEREAS**, quotes have been received with regard to HVAC repairs and service for all City owned buildings in the City of Linwood; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that a Contract for HVAC repairs and service be and is hereby awarded for a period of two years to Shore Solutions Mechanical Contracting, LLC, 106 Kensington Drive, Smithville, New Jersey 08205 in accordance with the quote attached hereto and made a part hereof;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute an Agreement on behalf of the City of Linwood with Shore Solutions Mechanical Contracting, LLC with regard to the aforesaid services.

**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 10th day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of May, 2023.

\_\_\_\_\_  
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:** 04-17-2023  
**Re:** Availability of Funds-HVAC Repairs and Service

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under buildings and grounds in the operating budget. Funds will be encumbered to Shore Solutions Mechanical Contracting LLC, 106 Kensington Drive Smithville, NJ 08205.



2023

SPECIFICATIONS FOR PROVIDING  
HVAC REPAIRS AND SERVICE

Intent:

The purpose of this specification is to provide the City of Linwood, 400 Poplar Avenue, Linwood, New Jersey 08221 with general and emergency HVAC repair service, to supplement City staff, when necessary, in all Linwood City Buildings.

Scope:

1. This contract will cover referenced Linwood City Buildings for all HVAC equipment and components.
2. QUALITY ASSURANCE

Quotes for the maintenance, calibration, repair, replacement, improvement and/or installation of the equipment and systems covered under this contract will be accepted only from companies fully trained and competent to perform such services. Certificates demonstrating satisfaction of this requirement must be submitted when quotes are presented.

REFERENCE STANDARD, CODES AND ORDINANCES

It is the responsibility of the contractor to be familiar and comply with all codes, rules, ordinances, and regulations of the City of Linwood, which are in effect.

All work performed must be completed in accordance with the manufacture's recommendations and specification for the equipment being serviced and/or repaired. It shall be the obligation of the contractor to ascertain what those recommendations and specifications are.

The most recent effective issue of applicable standards and recommended practices of the following agencies shall form a part of these specifications to the extent that each agency's standards or recommended practices shall apply to the system and the system components specified or identified herein.

American National Standards Institute	[ANSI]
American Society of Mechanical Engineers	[ASME]
Electronic Industries Association	[EIA]
Institute of Electrical and Electronics Engineers	[IEEE]
National Electrical Manufacturers Association	[NEMA]
National Fire Protection	[NFPA]
Underwriters Laboratories	[UL]
Occupational Safety and Health Administration	[OSHA]
American Society of Heating, Refrigeration and Air Conditioning Engineers	[ASHRAE]
Uniform Construction Code	[UCC]
International Code Council	[ICC]

The contractor shall be solely responsible for compliance with all health and safety regulations, performing the work in a safe competent manner and using industry accepted maintenance, repair, replacement and/or installation practices and procedures required for the work as outlined in these documents. This contract includes the assessment, calibration and repairs to the following buildings in the City of Linwood:

## Locations

Municipal Complex – 400 Poplar Ave, Linwood NJ 08221

Linwood Police Department – 400 Poplar Ave, Linwood NJ 08221

Linwood Historical Society – 16 W. Poplar Ave, Linwood NJ 08221

Linwood Volunteer Fire Company – 750 Lincoln Ave, Linwood NJ 08221

Linwood Library Complex – 301 Davis Ave, Linwood NJ 08221

Linwood EMS Building – 515 W. Patcong Ave, Linwood NJ 08221

Linwood Public Works – 550 Hamilton Ave, Linwood NJ 08221

### General Conditions

1. The intent of this contract is for the Contractor to provide assessment, calibration and repair services for mechanical equipment for City of Linwood properties as listed in this specification. Mechanical equipment to be assessed, calibrated and/or repaired shall include, but not be limited to heating, ventilating and air conditioning (HVAC) equipment and its associated controls and electrical components.
2. The intent of this contract is for the Contractor to provide assessment, calibration and repair services for mechanical equipment located in the Linwood properties specified herein. Contractor shall prepare a final written summary of findings upon completion of the assessment, calibration and repairs of the building's mechanical systems.
3. All work performed shall be guaranteed by the contractor for one (1) year including parts, material and labor in addition to any standard factory warranties.
4. During the course of assessment, calibration and repair service agreement, the Contractor shall advise and assist in the determination of improvements to the properties mechanical systems that may conserve energy and minimize utility expenditures.
5. Vendor will be paid in accordance with the hours acknowledged.
6. The Contractor shall be responsible to furnish all personnel, parts, materials, test equipment, tools and services required for assessment, calibration and repair service work. The Contractor shall issue to his/her mechanics on the job all-necessary and appropriate manufacturer's recommended maintenance and service procedures.
7. If Contractor is unable to respond in times as outlined by the City, the City will have the right to call in another vendor to perform work and charge the Contractor.

### Hours of Work/Emergency Repair Services:

1. General repair work shall be performed between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday and shall be expeditiously scheduled and completed to the satisfaction of the City.
2. The Contractor shall provide emergency HVAC repair services at the City properties referenced, on an as needed basis. Emergency services shall be considered as repair calls in addition to the scheduled preventive maintenance calls. The Contractor shall not proceed with an emergency repair without authorization by the Public Works Superintendent,
3. Emergency repair service and maintenance calls shall be available 24 hours per day 7 days per week. The contractor will respond to all emergency calls by telephoning the City designee within two (2) hours of the emergency call. All emergency repairs should be made before the service person leaves for the day. If the problem is not found within two hours, the City shall not pay for the two hours of work.
4. The Contractor is required to have an authorized City of Linwood employee sign a work voucher, prepared by the Contractor, for all required emergency repairs immediately upon the completion of the repair. The Contractor shall prepare a service report for each emergency report explaining what piece(s) of equipment and/or device(s) failed, and

what events led to this emergency. A copy of the signed work voucher, the service report and the work invoice shall be sent to the Superintendent of Public Works

5. Contractor may charge the City a maximum markup of 10% above Contractor's cost for all materials and services required during emergency services. Contractor shall provide the City with copies of all receipts and/or bills for materials and services resulting from emergency services.
6. A preset hourly rate for emergency services shall be determined for normal working hours, overtime hours and holiday hours and shall be quoted on the Proposal form.

#### Rate Schedule

1. Contractor shall bid an hourly rate for normal working hours, which shall include all costs; labor, travel, profit and overhead. Only one mechanic will be used per work assignment unless otherwise specified prior to the work being completed.
2. Contractor shall also provide an overtime rate per hour for overtime hours, and holidays.
3. Award of contract shall be made to the lowest responsible quote based on the Unit Price Basis (Hourly Rate) for straight time. Should there be two or more bidders with the same lowest hourly rate, the lowest percentage of markup on parts will determine the lowest successful proposal.
4. The proposal for basic services does not include parts or equipment.

#### Bidder Qualifications:

- A. Contractor shall have in his/her employ; manufacturer's trained and certified technicians with direct experience servicing mechanical systems at similar buildings. Contractor's past maintenance and repair experiences shall include at minimum, similar air handling units, condensing units, fans, variable frequency drives, boilers and burners, water treatment, and Direct Digital Control (DDC) systems.
- B. The City may conduct such investigations as deemed necessary to determine the ability of the Contractor to perform the work and the quote shall furnish to the City all such information and data for this purpose as the City may request.
- C. The City reserves the right to reject any proposal if its investigation of such proposal fails to satisfy the City that the Contractor is properly qualified to carry out the terms and conditions of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted. All proposals shall submit written references for work done during the last 18 months and must be of a similar nature, i.e. HVAC work.
- D. The Contractor must provide, upon request, at least two references for which the Contractor has provided similar assessment, calibration and repair services for similar building mechanical and control systems.



Assessment, Calibration and Repair Service Procedures:

1. There shall be no less than two (2) preventive maintenance service calls per year, per property location. After each service maintenance call, a signed service report shall be left with the City's Public Works Superintendent detailing work performed.
2. Contractor is responsible for all repairs as identified in these specifications. Unless specifically identified as a unit or device to be replaced, Contractor is responsible only to repair, where practically possible, all items specified to be checked or inspected, when proper operation is not verified. When a unit or component is found to be faulty and the cost of the required repair exceeds the item's replacement value, the Contractor shall immediately notify the City of this occurrence, and shall further prepare and submit to the City a proposal for the replacement of the faulty item.

Parts Equipment

The contractor shall list the percentage of markup they will charge the City over the invoice price and shall include copies of invoices with each billing. The Contractor shall reflect any changes and maintain as current all existing drawings and documents relating to the equipment or systems.

Minimum Rates of Pay

Prevailing Rate of Wages shall apply to all City contractors for public work, which are in excess of \$2,000.00. The contractor is put on notice that he must pay workmen not less than prevailing wage rate promulgated by the New Jersey Department of Labor and Industry for this project if the awarded amount is over \$2,000.00 pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56 et. Seq.)

In the event it is found that any workman employed by the Contractor has been paid a rate of wages less than the prevailing wage required to be paid by the Contractor, the City may terminate the Contractor's right to proceed with the work, or such parts of the work as to which there has been a failure to pay the required wages, and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the City for any excess costs occasioned thereby.

It is the sole responsibility of the successful bidder to comply with all Federal, State and Local statutes concerning salaries and wages. No bidders quoting on this proposal shall be a firm that is disbarred, suspended or disqualified from bidding on, award of, or providing service and/or materials on New Jersey State Contracts.

HOURLY RATE FOR STRAIGHT TIME, OVERTIME AND HOLIDAY TIME MUST BE AT CURRENT PREVAILING WAGE OR HIGHER OR PROPOSAL SHALL BE REJECTED. TO OBTAIN INFORMATION ABOUT THE PREVAILING WAGE CALL THE STATE OF NEW JERSEY DIVISION OF WAGE AND HOUR COMPLIANCE AT (609) 292-2337.

### Contract Term

This contract shall be for a period of two years from the date of the award, unless sooner revoked by the City of Linwood for non-compliance with its provisions or if the funds are exhausted prior to its termination date.

### Billing

Contractor shall submit all invoices within thirty (30) days of the work being completed. Any invoices received after this thirty (30) day period will not be paid.

With each invoice, which must break out parts and labor costs, the contractor shall supply a detailed report for each inspection/visit stating what tasks were performed and the status of equipment with any recommendations to improve the efficiency.

### Payment

The City shall make payment monthly to the contractor for the total number of hours of service rendered at the established hourly rate after approval by the City Administrator. Each bill shall include the date of service, a copy of the parts or equipment invoice, a standard City invoice and the slip signed by the contact person.

### Termination of Contract

1. Termination of Convenience: The City may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The City shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the City. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor shall not be entitled to reimbursement for any costs incurred by the Contractor up to the date of termination.
3. Termination of either type shall be completed by giving ten (10) days notice in writing to the other party of its intentions to do so with the terms and conditions of the agreement. In the event the City cancels the contract, the Contractor shall only be entitled to payment for work properly performed or completed.

Award of Contract

The contractor shall establish an hourly rate (Unit Price) for service performed. Award of a contract shall be on a Unit Price Basis (straight time) to the lowest responsible contractor. This rate will be used for any decreases or increases in contract costs. Should there be two or more contractors with the same lowest hourly rate, the lowest percentage of markup on parts, over invoice price, will determine the lowest successful contractor.

CONTACTOR IS MANDATED TO PROVIDE REGULAR HOURLY RATE, OVERTIME RATE; HOLIDAY RATE OF PAY ON THE PROPOSAL FORM OR PROPOSAL SHALL BE REJECTED. Should the lowest responsible contractor be above the budget appropriation, the City reserves "the right to reject all bids or amend estimated number of hours". The reputation of the contractor regarding adequacy of their past skillful performance of work, of the type and magnitude required herein, shall be considered in determining the contractor's responsibility when making the award.

PROPOSAL FORM DATE: 4/11/23

Straight time hourly rate \$90/hr  
Normal workday is 8:00 a.m. to 4:00 p.m.  
Overtime rate \$140/hr  
Holiday rate \$180/hr

THE FOLLOWING ITEM (S) SHOULD BE SUBMITTED WITH THE PROPOSAL

- 1. New Jersey Business Registration Form

Javier Rivera Shore Solutions Mech.  
Person/Title Name of Company  
Contracting, LLC

BY: [Signature]  
Signature

621 E. Seaview Ridge Drive  
Street Address City State/Zip Code  
Galloway, NJ 08205

Telephone # 609 748 1010 Fax # \_\_\_\_\_

03/12/13

Taxpayer Identification# 462-224-874/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

<b>STATE OF NEW JERSEY</b>		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
<b>BUSINESS REGISTRATION CERTIFICATE</b>		
<b>TAXPAYER NAME:</b>	<b>TRADE NAME:</b>	
SHORE SOLUTIONS MECHANICAL CONTRACTING L		
<b>ADDRESS:</b>	<b>SEQUENCE NUMBER:</b>	
106 KENSINGTON DRIVE SMITHVILLE NJ 08205	1780176	
<b>EFFECTIVE DATE:</b>	<b>ISSUANCE DATE:</b>	
03/12/13	03/12/13	
	Director New Jersey Division of Revenue	
<b>FORM-BRC</b>	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

**RESOLUTION NO. 92, 2023**

A RESOLUTION AUTHORIZING THE HIRING OF MICHAEL W. TAYLOR AS A LABORER  
IN THE CITY OF LINWOOD PUBLIC WORKS DEPARTMENT

**WHEREAS**, a vacancy exists in the position of Laborer in the City  
of Linwood Public Works Department; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City  
of Linwood, County of Atlantic, that Michael W. Taylor is hereby hired  
at an annual rate of \$41,600 in accordance with the Linwood Salary  
Ordinance and all amendments thereto;

**BE IT FURTHER RESOLVED**, Michael W. Taylor is hereby hired  
effective May 22, 2023.

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a  
satisfactory completed background check on Michael W. Taylor.

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 10th day of  
May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 10th day of May, 2023.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

**RESOLUTION NO. 93, 2023**

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 2022 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 10th day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of May, 2023.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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



**RESOLUTION NO. 94, 2023**

A RESOLUTION AUTHORIZING THE REFUND OF A CONSTRUCTION PERMIT #2022-0239 TO SUNNYMAC LLC

**WHEREAS**, SunnyMac LLC paid \$917.00 to the City of Linwood for Construction Permit #2022-0239 with regard to a roof mount solar project at 220 Belhaven Avenue in the City of Linwood; and

**WHEREAS**, the homeowner has decided not to move forward with the project; and

**WHEREAS**, a refund is due in the amount of \$657.00;

**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 \$657.00 to SunnyMac LLC, 413 8<sup>th</sup> Avenue, Wilmington, DE 19805 as a refund of Construction Permit #2022-0239.

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 10th day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of May, 2023.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

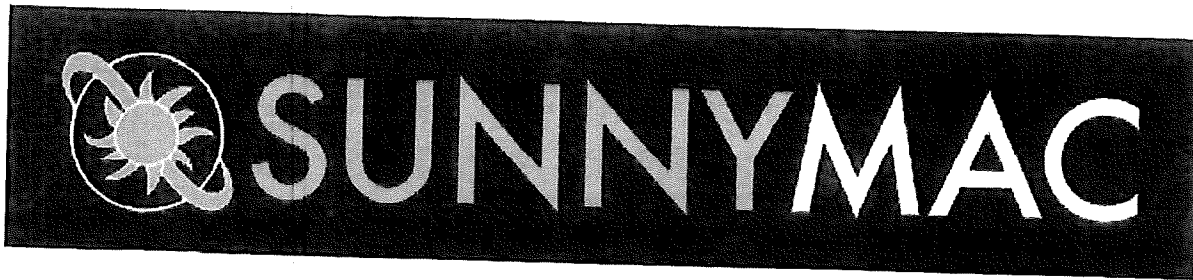
**From:** Angela Marshall <amarshall@linwoodcity.org>  
**Sent:** Monday, April 24, 2023 3:28 PM  
**To:** leighann@linwoodcity.org; 'Jim Galatino'; 'Anthony Strazzeri'  
**Cc:** 'Donna McBride'  
**Subject:** Refund request  
**Attachments:** 220 Belhaven Ave.pdf

Attached is a refund request for a roof mount solar permit , from Sunny Mac Solar.  
The amount to refunded will be \$657  
The amount paid was \$917

\$917 permit fee  
\$164 - 20% plan review fee  
\$96 - DCA fee  
-----  
\$657. refund

*Thanks,*

*Angela Marshall  
T.A.C.O / ZONING OFFICER  
The City of Linwood  
Construction Office  
400 Poplar Ave.  
Linwood, NJ 08221  
609-926-7992*



ATTN: Building Dept.

Enclosed is a copy of an approved permit in the amount of \$917.00 for:

Brian Donofrio  
220 Bellhaven Avenue  
Linwood, NJ 08221

**Permit Number:** 20220239

The customer has canceled his solar contract; therefore, we are not moving forward with his solar installation. Please cancel this approved permit, and if applicable, refund any monies due to SunnyMac LLC. Paid by check #6451, dated 10-28-22 in the amount of \$917.

Should you have any questions, please do not hesitate to contact me.

Lisa Stott  
Permit Coordinator  
[lisas@sunnymacsolar.com](mailto:lisas@sunnymacsolar.com)  
Tel: (844) 786-6962 Ext. 16  
Fax: (302) 777-2060  
<http://www.sunnymacsolar.com>  
413 8th Avenue  
Wilmington, DE 19805

**RESOLUTION NO. 95, 2023**

A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO PROCESS THIRD QUARTER  
"ESTIMATED" TAX BILLS DUE AUGUST 1, 2023

**WHEREAS**, the Atlantic County Board of Taxation cannot certify taxes until after the 2023 deadline to process third quarter tax bills due August 1, 2023; and

**WHEREAS**, without a 2023 Certified Tax Rate, the Tax Collector cannot process the final 2023 Tax Levy; and

**WHEREAS**, the Tax Collector, in consultation with the Chief Financial Officer, computed and certified an estimated Tax Levy necessary in accordance with N.J.S.A. 54:4-66.3 to bill third quarter taxes due August 1, 2023;

**NOW, THEREFORE, BE IT RESOLVED**, by the common council of the City of Linwood, County of Atlantic, and State of New Jersey on this 10th day of May that the Tax Collector is hereby authorized and directed to process estimated tax bills for the third quarterly installment of 2023 taxes.

**BE IT FURTHER RESOLVED**, that the third quarterly installment of 2023 taxes shall not be subject to interest until after the later of August 10, 2023 or the twenty-fifth (25th) calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

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 10th day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of May, 2023.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

**RESOLUTION NO. 96, 2023**

A RESOLUTION AUTHORIZING THE HIRING OF COLLEEN KAUFELDS AS THE PARK DIRECTOR FOR THE CITY OF LINWOOD

**WHEREAS**, there exists a vacancy in the position of Memorial Park Director for the City of Linwood; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of filing said vacancy;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that Colleen Kaufelds be and is hereby appointed to fill the position of Memorial Park Director for the City of Linwood effective June 1, 2023 at a salary of \$15,636.00 as provided for in 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 10th day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of May, 2023.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

**RESOLUTION NO. 97, 2023**

A RESOLUTION AWARDING THE CONTRACT TO AUTOMATED ACCESS SYSTEMS, INC. FOR THE LINWOOD LIBRARY AUTOMATED DOOR OPERATORS, CONTRACT NO. 44

**WHEREAS**, the City of Linwood received bids for the Linwood Library Automated Door Operators, Contract No. 44 in the City of Linwood on Wednesday, May 3, 2023 at 11:00 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 Automated Door Operators, Contract No. 44 be and is hereby awarded to Automated Access Systems, Inc., P.O. Box 2082, Medford, NJ 08055 for the Base Bid amount of \$27,161.00 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 Automated Access Systems, 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 10th day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of May, 2023.

\_\_\_\_\_  
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:** 5-08-2023  
**Re:** Availability of Funds-Linwood Library Automated Door Operators

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$27,161.00 are available under the 2023 Community Development Block Grant. Funds will be encumbered to Automated Access Systems Inc. PO Box 2082 Medford, NJ 08055.

Vincent J. Polistina, PE, PP, CME  
Craig R. Hurless, PE, PP, CME  
Ronald N. Curcio, PE, PP  
Jennifer L. Heller, PP, AICP  
Charles J. Kaenzig, PE



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

May 5, 2023

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

**RE: Report of Bids  
Linwood Library Automated Door Operators  
Contract No. 44  
City of Linwood, Atlantic County  
PA No. 7501.57**

Dear Mr. Ford and Council Members:

On Wednesday, May 3<sup>rd</sup>, 2023 at 11:00 A.M., sealed bids were received by The City of Linwood for the "Linwood Library Automated Door Operators" Contract No. 44. The project was advertised in the Press of Atlantic City and one (1) contractor picked up bid documents during the bidding period and one (1) contractor submitted bids for the project. The bids are tabulated below:

Bidders Name	Bid
Automated Access Systems, Inc.	\$ 27,161.00

The bid has been checked for administrative completeness and math computations. The Engineer's Estimate for the bid was \$30,000.00. The bid for the project submitted by Automated Access Systems, Inc. is approximately 9% below the Engineer's Estimate for the bid.


Based on an analysis of the bids received, the Engineer's Estimate and total project costs; the bid submitted by Automated Access Systems, 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 \$27,161.00 to Automated Access Systems, Inc. of Medford, 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



POLISTINA & ASSOCIATES				PAGE NO.	1
CONSULTING ENGINEERS & PLANNERS				JOB #	7501.57
CITY OF LINWOOD				DATE:	5/3/2023
CONTRACT NO. 44					
LINWOOD LIBRARY AUTOMATED DOOR OPERATORS					
Item No.	Item Description	Qty		Automated Access Systems	
				BID PRICE	TOTAL
1	Mobilization & Permits	1	LS	\$1,200.00	\$1,200.00
2	Exterior Double Door Operator	1	UNIT	\$11,129.00	\$11,129.00
3	Exterior Single Door Operator	2	UNIT	\$5,400.00	\$10,800.00
4	Wireless Push Plate Activator	3	UNIT	\$244.00	\$732.00
5	6" Square Bollard with Push Plates	3	UNITS	\$1,100.00	\$3,300.00
	<b>TOTAL BASE BID</b>				<b>\$27,161.00</b>

**RESOLUTION NO. 98, 2023**

A RESOLUTION APPROVING TEMPORARY SIGNAGE FOR LUMINARY COSMETIC  
MEDICINE

**WHEREAS**, Luminary Cosmetic Medicine has requested permission for one temporary flag sign advertising their business for sixty days; and

**WHEREAS**, all 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 one temporary flag sign advertising their business is hereby granted to Luminary Cosmetic Medicine based on the following conditions;

- 1.) Signs shall not be internally illuminated or electrically activated.
- 2.) Signs shall not be in the public Right-of-Way.
- 3.) Signs shall not block any site triangle for access and egress points of travel.

**BE IT FURTHER RESOLVED**, that the temporary lawn signs shall be permitted for a period beginning on May 11, 2023 and ending on July 10, 2023.

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 10th day of May, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of May, 2023.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

**leighann@linwoodcity.org**

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**From:** Michelle Simmons <michelle@luminarycosmetic.com>  
**Sent:** Tuesday, April 25, 2023 2:47 PM  
**To:** Lnapoli@linwoodcity.org  
**Subject:** Signage requested

Hello,

My name is Michelle Simmons and I am the manager at Luminary Cosmetic Medicine at the Cornerstone building across the street from the Mainland Highschool. We would like to request 1 flag to be located outside of our entrance which is towards the back of the building. Our business is located deeper inside the Cornerstone building and we have no real signage outside. There are alot of entrances and quite a bit of our patients get lost in the building. The flag by our entrance benefits the patients in finding our office. We appreciate your time. Please let me know if you need any further information.

Best,  
Michelle

