

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
May 25, 2022
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. Ford _____ Mr. Levinson _____
 Mr. Michael _____ Mr. Paolone _____

 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. Ordinance for abandonment of nonconforming uses – discussion only
5. Councilwoman Byrnes
 - A. Neighborhood Services
6. Councilwoman DeDomenicis
 - A. Public Works
 1. Resolution awarding a Contract to UniFirst Corporation for Public Works Department uniforms
7. Councilman Ford
 - A. Planning, Engineering, & Development
 - A. Ordinance amending Chapter 140 Planning and Zoning Fees to include a Development Review Committee fee – first reading
 - B. Ordinance amending Chapter 99 Brush, Grass & weeds – first reading
8. Councilman Levinson
 - A. Revenue & Finance
 1. Resolutions authorizing refunds of taxes for 509 Wilson and 210 Haines due to permanently disable veteran status
9. Councilman Michael
 - A. Public Safety
10. Council President Paolone
 - A. Administration
 1. Resolutions approving the applications of Linwood CC License, LLC and Atlantic City Country Club 1, LLC for renewal of a Plenary Retail Consumption Licenses. The ACCC license is a pocket license.
 2. Resolution authorizing an Alcoholic Beverage Permit for the Linwood Board of Recreation Memorial Day Celebration
11. Solicitor's Report

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
May 25, 2022**

CALL TO ORDER

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

FLAG SALUTE: Councilwoman Stacy DeDomenicis

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCES

- | | |
|-------------------|---|
| 9 OF 2022 | AN ORDINANCE AMENDING CHAPTER 140 FEES, ARTICLE I, PLANNING AND ZONING FEES, SECTION 140-1, FEE SCHEDULE OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
<i>FIRST READING:</i> <i>May 25, 2022</i>
<i>PUBLICATION:</i> <i>May 30, 2022</i>
<i>PASSAGE:</i> <i>June 8, 2022</i> |
| 10 OF 2022 | AN ORDINANCE AMENDING CHAPTER 99 BRUSH, GRASS AND WEEDS, ARTICLE II, HIGH GRASS AND WEEDS, SECTION 99-5, PROPERTY MAINTENANCE OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
<i>FIRST READING:</i> <i>May 25, 2022</i>
<i>PUBLICATION:</i> <i>May 30, 2022</i>
<i>PASSAGE:</i> <i>June 8, 2022</i> |

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.

- | | |
|-----------------|--|
| 105-2022 | A Resolution authorizing the refund of the 2022 tax payment for Block 118 Lot 6 located at 509 Wilson Avenue in the City of Linwood |
| 106-2022 | A Resolution authorizing the refund of the 2022 tax payment for Block 163 Lot 2 located at 210 W. Haines Avenue in the City of Linwood |
| 107-2022 | A Resolution approving the application of Linwood CC License LLC for renewal of Plenary Retail Consumption License No. 0114-33-002-003 for 2022-2023 |
| 108-2022 | A Resolution authorizing an Alcoholic Beverage Permit for the Linwood Board of Recreation Memorial Day Celebration |
| 109-2022 | A Resolution awarding a Contract to UniFirst Corporation for Public Works Department uniforms |
| 110-2022 | A Resolution authorizing the refund of the 2021 tax payments for Block 163 Lot 2 located at 210 W. Haines Avenue in the City of Linwood |
| 111-2022 | A Resolution approving the application of Atlantic City Country Club 1 LLC for renewal of Plenary Retail Consumption License No. 0114-33-001-005 for 2022-2023 |

Linwood Common Council
Agenda of Regular Meeting
05/25/2022
Page 2

APPROVAL OF BILL LIST: \$1,438,567.91

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 9, 2022

AN ORDINANCE AMENDING CHAPTER 140 FEES, ARTICLE I, PLANNING AND ZONING FEES, SECTION 140-1, FEE SCHEDULE OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

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

SECTION 1: Chapter 140, Fees, Article I, Planning and Zoning Fees, Section 140-1, Fee Schedule, Section E. Miscellaneous is hereby amended to add the following:

E. Miscellaneous

(6) Development Review Committee Application fee: \$250

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

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

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

FIRST READING: *May 25, 2022*
PUBLICATION: *May 30, 2022*
PASSAGE: *June 8, 2022*

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, May 25, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on June 8, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

ORDINANCE NO. 10, 2022

AN ORDINANCE AMENDING CHAPTER 99 BRUSH, GRASS AND WEEDS, ARTICLE II, HIGH GRASS AND WEEDS, SECTION 99-5, PROPERTY MAINTENANCE OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

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

SECTION 1: Chapter 99, Brush, Grass and Weeds, Article II, High Grass and Weeds, Section 99-5, Property maintenance is hereby amended to read as follows:

All premises and exterior properties shall be maintained free from weeds or lawn growth in excess of 10 inches, except that this requirement shall not apply to areas of cultivated gardens and plants, and areas of natural growth that are not ordinarily maintained, such as, without limitation, areas containing wetlands or marshes, or densely wooded areas. All noxious weeds shall be prohibited.

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

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

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

<i>FIRST READING:</i>	<i>May 25, 2022</i>
<i>PUBLICATION:</i>	<i>May 30, 2022</i>
<i>PASSAGE:</i>	<i>June 8, 2022</i>

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, May 25, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on June 8, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION NO. 105, 2022

A RESOLUTION AUTHORIZING THE REFUND OF THE 2022 TAX PAYMENTS FOR BLOCK 118 LOT 6 LOCATED AT 509 WILSON AVENUE IN THE CITY OF LINWOOD

WHEREAS, James Mason & Larissa Boianelli, are the owners of Block 118 Lot 6 located at 509 Wilson Avenue in the taxing district of the City of Linwood; and

WHEREAS, James Mason, made application to the Tax Assessor, of the City of Linwood, for property tax exemption due to his 100% permanently disabled veteran status and the Tax Assessor for the City of Linwood granted the exemption for James, Mason as of January 15, 2021; and

WHEREAS, the mortgage company Corleogic has paid the 2022 1st and 2nd quarter taxes and is requesting a refund of payments made;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of Corelogic, in the amount of \$ 5,095.28 which is the amount of the payment of taxes to said property owner.

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 25th day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 106, 2022

A RESOLUTION AUTHORIZING THE REFUND OF THE 2022 TAX PAYMENTS FOR BLOCK 163 LOT 2 LOCATED AT 210 W. HAINES AVENUE IN THE CITY OF LINWOOD

WHEREAS, Joshua Lamboy is the owners of Block 163 Lot 2 located at 210 W. Haines Avenue in the taxing district of the City of Linwood; and

WHEREAS, Joshua Lamboy made application to the Tax Assessor, of the City of Linwood, for property tax exemption due to his 100% permanently disabled veteran status and the Tax Assessor for the City of Linwood granted the exemption for Joshua Lamboy as of January 26, 2022; and

WHEREAS, the mortgage company Corleogic has paid the 2022 1st and 2nd quarter taxes and is requesting a refund of payments made;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of Corelogic, Corelogic Refund Department, P.O. Box 9202, Coppel, TX 75019 in the amount of \$2,946.10 which is the amount of the payment of taxes to said property owner.

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 25th day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 107, 2022

A RESOLUTION APPROVING THE APPLICATION OF LINWOOD CC LICENSE LLC FOR RENEWAL OF PLENARY RETAIL CONSUMPTION LICENSE NO. 0114-33-002-003 FOR 2022-2023

WHEREAS, the City of Linwood authorized renewal of Plenary Retail Consumption License No. 0114-33-002-003 to Linwood CC License LLC located at 500 Shore Road, Linwood, NJ by Resolution No. 116 of 2021 on June 9, 2021; and

WHEREAS, an application from Linwood CC License LLC for renewal of plenary retail consumption license No. 0114-33-002-003 for 2022-2023 has been submitted along with the payment of the appropriate municipal fee and state fee; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the application from Linwood CC License LLC for renewal of plenary retail consumption license No. 0114-33-002-003 for 2022-2023 be and is hereby granted.

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 25th day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 108, 2022

A RESOLUTION AUTHORIZING AN ALCOHOLIC BEVERAGE PERMIT FOR THE LINWOOD BOARD OF RECREATION MEMORIAL DAY CELEBRATION

WHEREAS, the Linwood Board of Recreation is hosting a Memorial Day Celebration in All Wars Memorial Park on May 30, 2022; and

WHEREAS, the festival will include a beer garden at the park and the Linwood Baseball Association has obtained a Social Affairs Permit through the State of New Jersey for same; and

WHEREAS, pursuant to Linwood City Code Chapter 83, Section 29, consumption of alcoholic beverages on public property for special municipal and municipally affiliated events require City Council approval; and

WHEREAS, City Council is desirous of authorizing an Alcoholic Beverage permit for the celebration;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that subject to the State of New Jersey Social Affairs Permit, and a Certificate of Liability Insurance naming the City as additional insured by the Linwood Baseball Association, the Alcoholic Beverage Permit for the Linwood Board of Recreation Memorial Day Celebration is hereby approved for May 30, 2022.

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 25th day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 109, 2022

A RESOLUTION AWARDING A CONTRACT TO UNIFIRST CORPORATION FOR
PUBLIC WORKS DEPARTMENT UNIFORMS

WHEREAS, proposals were requested for the purpose of awarding a Contract for Public Works Department Uniforms; and

WHEREAS, N.J.S.A. 52:34-6.2 et. seq. allows for purchases through the use of nationally recognized and accepted cooperative purchasing agreements; and

WHEREAS, a quote has been obtained by UniFirst Corporation under the Sourcewell Cooperative #040920 for uniform services; and

WHEREAS, the quote has 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 Public Works Department Uniforms be and is hereby awarded to UniFirst Corporation of 59 Lukens Drive, Suite 100, New Castle, DE 19720, under the Sourcewell Cooperative #040920, as set forth in the proposal submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract on behalf of the City of Linwood with UniFirst Corporation with regard to the aforesaid.

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 25th day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2022.

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: 5-20-2022
Re: Availability of Funds-Public Works Uniforms

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under the Road Repairs and Maintenance 2022 operating budget. Funds will be encumbered to UniFirst Corporation, 59 Lukens Drive Suite 100 New Castle, DE 19720.

Customer Service Agreement Terms

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, and goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:
D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.
F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

X

RESOLUTION NO. 110, 2022

A RESOLUTION AUTHORIZING THE REFUND OF THE 2021 TAX PAYMENTS FOR BLOCK 163 LOT 2 LOCATED AT 210 W. HAINES AVEUE IN THE CITY OF LINWOOD

WHEREAS, Joshua Lamboy is the owners of Block 118 Lot 6 located at 210 W. Haines Ave. in the taxing district of the City of Linwood; and

WHEREAS, Joshua Lamboy made application to the Tax Assessor, of the City of Linwood, for property tax exemption due to his 100% permanently disabled veteran status and the Tax Assessor for the City of Linwood granted the exemption for Joshua Lamboy as of January 26, 2022; and

WHEREAS, Mr. Lamboy would have been eligible on 11/23/2021; and

WHEREAS, The City of Linwood has an ordinance stating the governing body may refund taxes (for disabled veterans and surviving spouses) after a formal written request has been made, up to a 24-month period;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of Joshua Lamboy in the prorated amount of \$612.35 which is the amount of the payment of taxes to said property owner for the period of 11/23/2021-12/31/2021.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 111, 2022

A RESOLUTION APPROVING THE APPLICATION OF ATLANTIC CITY COUNTRY CLUB 1 LLC FOR RENEWAL OF PLENARY RETAIL CONSUMPTION LICENSE NO. 0114-33-001-005 FOR 2022-2023

WHEREAS, the City of Linwood authorized the transfer of a Liquor License to Atlantic City Country Club 1 LLC located at 199 New Road, Units 59-60, Linwood, NJ by Resolution No. 124 of 2018 and the renewal of said license by Resolution No. 141 of 2018 for 2018-2019, by Resolution No. 106, 2019 for 2019-2020, and by Resolution No. 151, 2020 for 2020-2021, and Resolution 132, 2021; and

WHEREAS, an application from Atlantic City Country Club 1 LLC for renewal of plenary retail consumption license No. 0114-33-001-005 for 2022-2023 has been submitted along with the payment of the appropriate municipal fee and state fee; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the application from Atlantic City Country Club 1 LLC for renewal of plenary retail consumption license No. 0114-33-001-005 for 2022-2023 be and is hereby granted as an inactive pocket license.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of May, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____