

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
April 24, 2024
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. DeDomenicis _____
 Mr. Kelly _____ 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 approving Change Order No. 1 – Final with Arawak Paving with regard to the 2023 Road Program
2. Resolution awarding the Contract to EZ Docks for the purchase of two EZ Docks and related material for Poplar Avenue & Patcong Creek
5. Councilwoman DeDomenicis
- A. Public Works
6. Councilman Kelly
- A. Neighborhood Services
7. Councilman Levinson
- A. Revenue & Finance
1. Budget hearing & adoption
8. Councilman Michael
- A. Public Safety
9. Councilman Walcoff
- A. Shared Services
10. Council President Ford
- A. Administration
1. Resolution awarding a Non-Competitive Contract for Professional Services to Triad Associates for Accessory Apartment Implementation Services
11. Solicitor's Report

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
April 24, 2024**

CALL TO ORDER

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

FLAG SALUTE: Councilman Todd Michael

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

RESOLUTIONS

74-2024 A Resolution authorizing Local Review of the Budget

75-2024 A Resolution to read the 2024 Budget by title only

BUDGET HEARING

76-2024 A Resolution adopting the 2024 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.

72-2024 A Resolution approving Change Order No. 1 – Final with Arawak Paving Co., Inc. with regard to the 2023 Road Program

73-2024 A Resolution awarding a Non-Competitive Contract for Professional Services to Triad Associates for Accessory Apartment Implementation Services for the City of Linwood

77-2024 A Resolution awarding the Contract to EZ Docks South, Inc. for the purchase of two EZ Dock sections and related material for the City of Linwood under the Sourcewell Cooperative #010521-LTS-2

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

RESOLUTION No. 74, 2024

A RESOLUTION AUTHORIZING LOCAL REVIEW OF THE BUDGET

WHEREAS, N.J.S.A. 40A: 4-78B has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 thru 7.5 the City of Linwood has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial Officer has determined that the local government meets the necessary conditions to participate in the program for the 2024 budget year;

NOW, THEREFORE BE IT RESOLVED, by the governing body of the City of Linwood that in accordance with N.J.A.C. 5:30-7.6a & b and based upon the Chief Financial Officers certification, the governing body has found the budget met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:

- a. Payment of interest and debt redemption charges
- b. Deferred charges and statutory expenditures
- c. Cash deficit of proceeding year
- d. Reserve for uncollected taxes
- e. Other reserves and non-disbursement items
- f. Any inclusions of amounts required for school purposes

2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A: 4-45.2 and appropriations for exceptions to limits on appropriations found at 40A4-45.3 et seq. are fully met (Complies with the CAP law)

3. That the budget is in such form, arrangement, and content as required by the Local Budget and N.J.A.C. 5:30-4 and 5:30-5.

4. That pursuant to the Local Budget Law:

- a. All estimates of revenue are reasonable, accurate, and correctly stated,
- b. Items if appropriation are properly set forth
- c. In itemization, form, arrangement, and content the budget will permit the exercise of the comptroller function within the municipality.

5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A: 4-5 shall not prevent such certification.

6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Director of the Division of Local Government Services.

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 24th day of April, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of April, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 75, 2024

A RESOLUTION TO READ THE 2024 BUDGET BY TITLE ONLY

WHEREAS, N.J.S.A. 40A:4-8 provides that the budget be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full Governing Body, providing that at least one week prior to the date of hearing a complete copy of the approved budget as advertised has been posted in City Hall and copies have been made available by the Clerk to persons requesting them; and

WHEREAS, these two conditions have been met;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the budget shall be read by title only.

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 24th day of April, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of April, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 72, 2024

A RESOLUTION APPROVING CHANGE ORDER NO. 1 - FINAL WITH ARAWAK PAVING CO., INC. WITH REGARD TO THE 2023 ROAD PROGRAM

WHEREAS, Change Order No. 1 - Final with Arawak Paving Co., Inc. with regard to the 2023 Road Program 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 \$15,641.60 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 Co., Inc. regarding the 2023 Road Program 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 24th day of April, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of April, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1 - Final

DATE April 12, 2024

CONTRACT NO. 47

PROJECT DESCRIPTION 2023 Road Program

CONTRACT DATE November 21, 2023

CONTRACTOR Arawak Paving Co., Inc.

REASON FOR CHANGE ORDER As-Built Quantity Adjustment

<u>CONTRACT ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>	
				<u>Additions</u>	<u>Deletions</u>
5	6 CY	Excavation, Test Pits	\$0.01		\$0.06
6	12.67 CY	Roadway Excavation, Unclassified	\$50.00		\$633.50
7	20 CY	DGA, Base Course, Variable Thickness	\$5.00		\$100.00
8	130 SY	HMA Milling, 2" & Variable Depth	\$5.00	\$650.00	
9	45.04 TONS	HMA, 12.5M64 Surface Course	\$100.00		\$4,504.00
14	1 UNIT	Reset Manhole, Using Existing Casting	\$500.00		\$500.00
17	30 LF	Concrete Vertical Curb	\$55.00		\$1,650.00
18	5 SY	Concrete Sidewalk, 4" Thick	\$150.00		\$750.00
20	12.6 SY	Concrete Driveway Apron, 6" Thick	\$160.00		\$2,016.00
21	5 SY	Hot Mix Asphalt Driveway, 2" Thick	\$60.00	\$300.00	
22	40 SF	Traffic Markings, Thermoplastic	\$4.00	\$160.00	
26	3.02678 LS	Fuel Price Adjustment	\$900.00		\$2,724.10
27	2.582627 LS	Asphalt Price Adjustment	\$1,500.00		\$3,873.94
Subtotal				\$1,110.00	\$16,751.60
Total					\$15,641.60

ACCEPTED:

Quac. Rivera 4/12/24
 CONTRACTOR DATE

ORIGINAL CONTRACT AMOUNT \$ 233,000.00

PREVIOUS CHANGE ORDERS \$ 0.00

APPROVAL RECOMMENDED:

[Signature] 4/15/24
 POLISTINA & ASSOCIATES DATE

THIS CHANGE ORDER NO. 1 - FINAL \$ - 15,641.60

TOTAL CHANGE ORDERS TO DATE \$ - 15,641.60

APPROVED:

ADJUSTED CONTRACT AMOUNT \$ 217,358.40

 OWNER DATE

PERCENT CHANGE IN CONTRACT - 6.71 %

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. 73, 2024

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Triad Associates, 1301 W. Forest Grove Road, Vineland, NJ 08360, is hereby hired for an amount as set forth in the proposal submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with Triad Associates with regard to the aforesaid. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

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

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a certification of availability of funds from the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 24th day of April, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of April, 2024.

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: 4-15-2024
Re: Availability of Funds-COAH Services

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

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (“Agreement”) made December 26, 2023 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 (“Consultant”) and **CITY OF LINWOOD**, 400 Poplar Avenue, Linwood, New Jersey 08221 (“Principal”).

The Principal desires to engage the professional services of Consultant as described in “Exhibit A – Project Description and Scope of Services” (the “Services”), attached and made a part of this Agreement, for the term January 1, 2024 through December 31, 2024, and

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

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

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

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

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

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF LINWOOD 400 Poplar Avenue Linwood, New Jersey 08221
Attention: Carolyn P Zumpino President	Attention: Leigh Ann Napoli Municipal Clerk

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


[SIGNATURE PAGE FOLLOWS]

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

For TRIAD ASSOCIATES



Witness/Attest



Carolyn P Zumpino
President

Date: November 1, 2023

For CITY OF LINWOOD

Witness/Attest

By:

Date:

BILLING CONTACT INFORMATION:

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title: _____
Billing Address: _____
Email Address: _____
Phone No. _____
Fax No. _____

CERTIFICATION OF FUNDS

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

EXHIBIT A

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated December 26, 2023 between **TRIAD ASSOCIATES** (“Consultant”) and the **CITY OF LINWOOD**, (“Principal”).

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

PROJECT DESCRIPTION / SUMMARY OF SERVICES

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

SCOPE OF SERVICES:

I. ACCESSORY APARTMENT PROGRAM IMPLEMENTATION SERVICES

A. Accessory Apartment Services: The Consultant, upon the request of the Principal and in accordance with DCA/Court requirements, shall implement the Municipality’s Accessory Apartment Program. The program shall be implemented in accordance with the Municipality’s Housing Element and Fair Share Plan and in accordance with N.J.A.C. 5:93, including but not limited to:

1. Revisions/updates of existing Accessory Apartment Policies and Procedures Manual;
2. Revisions/updates of a Marketing Program and Landlord Pamphlet to solicit applications and interest from potential landlords;
3. Follow established program guidelines for the provision of subsidies to Property Owners for the physical creation of accessory apartments conforming to the requirements of the Municipality’s Accessory Apartment Ordinance; and
4. Monitor the distribution of the program subsidy, the oversight of securing the certificates of occupancy, qualifying properties, handling application forms, overseeing the preparing deed restrictions for recording, and filing monitoring reports to the Principal and DCA/Courts.

B. Administrative Agent Services for Accessory Apartments: The Consultant, upon the request of the Principal and with DCA/Court requirements, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are set forth, including but not limited to the Municipality’s Fair Share Plan, New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) Fair Housing Act rules and regulations, and UHAC regulations, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

1. Affirmative Marketing (if needed)

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

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

2. General Administrative/Waitlist Management

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

3. Household Certification

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

4. Enforcement

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

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

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

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

III. **AFFORDABILITY ASSISTANCE PROGRAM IMPLEMENTATION SERVICES**

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

A. Down Payment Assistance - The Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. Funds provided to title company and secured by mortgage and mortgage note.

B. Emergency And Health/Safety Repairs For Owner Occupied Affordable Units– Affordability Assistance funding is available to assist income qualified owners of low-and moderate-units to make emergency and/or health and safety related repairs that they do not have the financial resources to make otherwise. Funds provided to the construction contractor upon completion of service and secured by mortgage and mortgage note. Additional Case Management Services provided by Triad include:

- Coordinate inspections by the municipal building inspector to document emergency
- Assist Homeowner to obtain quotes from contractors
- Review required documentation from contractors to verify they are qualified
- Present quotes for review and approval/denial by municipality
- Prepare construction contract
- Coordinate final inspection by the municipal building inspector
- Prepare close out documentation for homeowner
- Process payment request from contractor to municipality
- Prepare mortgage and mortgage note for recording by municipality

C. Energy Efficiency Program (EEP) For Owner Occupied Affordable Units - This program makes available funding to income-qualified owners of deed restricted affordable homes in the municipalities. The eligible Energy Efficiency upgrades/replacements are listed in the Operating Manual. Funds provided to the construction contractor upon completion of service and secured by mortgage and mortgage note. Additional Case Management Services provided by Triad include:

- Assist Homeowner to obtain quotes from contractors
- Review required documentation from contractors to verify they are qualified
- Present quotes for review and approval/denial by municipality
- Prepare construction contract
- Coordinate final inspection by the municipal building inspector

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

IV. HOUSING REHABILITATION PROGRAM MANAGEMENT SERVICES – RENTALS

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

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

B. Prepare or Update Operating Manual

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

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

C. Rental Housing Rehabilitation Case Management Services

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

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

D. Emergency Rehabilitation Case Management Services:

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

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

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

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

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

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

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

VI. MUNICIPALITY'S RESPONSIBILITIES: The Municipality shall:

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

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

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

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated December 26, 2023 between TRIAD ASSOCIATES (“Consultant”) and the CITY OF LINWOOD (“Principal”).

Principal agrees to pay the Consultant as follows:

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

I. ACCESSORY APARTMENT PROGRAM – IMPLEMENTATION

Service	Fee	Paid By
Program Consultant will be paid a fee for the following services: <ul style="list-style-type: none"> • Update/revisions to Operating Manual, Marketing Program and Landlord Pamphlet to solicit applications and interest from potential landlords • Implement established program guidelines for the provision of subsidies to Property Owners for the physical creation of accessory apartments conforming to the requirements of the Municipality’s Accessory Apartment Ordinance. • Monitor the distribution of the program subsidy, the oversight of securing the certificates of occupancy, qualifying properties, handling application forms, overseeing the filing deed restrictions, and filing monitoring reports to the Municipality and DCA/Courts • Additional marketing to low/mod households, as needed 	\$150.00 per hour not to exceed \$4,000.00 plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage.	Principal
<u>General Administration/Wait list Management</u> <ul style="list-style-type: none"> • Maintain Waiting List/Applicant pool • Annual Letters to Tenants • Annual Rental Increase Allowances to Landlords 	\$200.00 per month plus direct costs for postage	Principal
<u>Household Certifications – Rentals/Re-rentals:</u> <ul style="list-style-type: none"> • Certify applicants for eligibility (Per case fee) • Certification fee may be charged if income qualification is required for Affordability Assistance Program 	\$950.00 for completion of each Eligibility Certification or Denial	Principal for first certification, Landlord for subsequent certifications
<u>Enforcement</u> <ul style="list-style-type: none"> • Notifying absentee owners of compliance issues • Providing project status reports, as requested 	\$150.00 per hour	Principal
Additional Services required to carry out responsibilities of an administrative agent, as requested	\$150.00 per hour with prior approval	Principal

II. AFFORDABILITY ASSISTANCE PROGRAM DEVELOPMENT

Service	Fee	Paid by
<p><u>Operating Manual:</u> Prepare /Update Operating Manual for the Affordability Assistance Program:</p> <ul style="list-style-type: none"> • Consult with Municipality regarding program options • Create draft manual for review • Revise manual, if needed • Prepare Resolution to adopt Manual, if needed 	\$150.00 per hour not to exceed \$1,750.00 per manual as needed.	Principal

III. AFFORDABILITY ASSISTANCE PROGRAM IMPLEMENTATION SERVICES

Service	Fee	Paid By
<p><u>Income Qualification:</u> If applicant requires income qualification for program approval/denial</p>	\$950.00 per income qualification, If needed	Principal
<p><u>Down Payment Assistance Program:</u></p> <ul style="list-style-type: none"> • Review and process each Affordability Assistance application for Down Payment and/or Closing Cost Assistance in accordance with the Scope of Services. • Preparation of mortgage and mortgage note. 	\$550.00 for each Sales applicant that is certified for the Down payment Assistance program.	Principal
<p><u>Emergency & Health/Safety Repairs for Owner Occupied Affordable Units:</u> Review and process each Affordability Assistance application for Emergency & Health Safety Repairs including:</p> <ul style="list-style-type: none"> • Coordinate inspection by Municipality Building Inspector to document Emergency • Assist Homeowner with obtaining contractor proposals • Preparation of Construction Contract • Coordinate/process final payment in accordance with the Scope of Services. • Prepare Mortgage/Mortgage Note 	\$1,250.00 for each Owner-Occupied case processed through the Emergency & Health/Safety Repairs	Principal
<p><u>Energy Efficiency Program For Owner Occupied Affordable Units:</u> Review and process each Affordability Assistance application for Energy Efficiency including:</p> <ul style="list-style-type: none"> • Assist Homeowner with obtaining contractor proposals • Preparation of Construction Contract • Coordinate/process final payment in accordance with the Scope of Services. • Prepare Mortgage/Mortgage Note 	\$1,250.00 for each Owner-Occupied case processed through the Energy Efficiency Program	Principal
<p><u>Homeownership Assistance Program:</u> Review and process each application from homeowners of deed restricted affordable properties within the Municipality who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees, including:</p> <ul style="list-style-type: none"> • Review documents submitted on arrears and prepare approval or denial letter • Coordinate/process payment in accordance with the Scope of Services. • Prepare Mortgage/Mortgage Note 	\$1,250.00 for each Owner-Occupied case processed through the Homeownership Assistance Program	Principal

Service	Fee	Paid By
<p><u>Rental Assistance:</u> Review and process each application from an income-qualified tenant of deed restricted affordable apartments for assistance for rent and/or security deposit assistance, including:</p> <ul style="list-style-type: none"> • Preparation of grant agreement • Coordinate/process payment in accordance with the Scope of Services 	\$350.00 for each Rental Assistance application processed through the Rental Assistance Program	Principal
<p><u>Create Additional Very Low-Income Units:</u> Provide Technical Assistance, as requested.</p>	\$150.00 per hour	Principal
<p><u>Other Administrative Agent Notification:</u> If applicable, Consultant will contact other Administrative Agents overseeing affordable units in the municipality to inform them of the program and how to assist low- and moderate-households access these funds.</p>	\$150.00 per hour	Principal
<p><u>Homeowner Notification:</u> Notify current homeowners of availability of Affordability Assistance Program through creation of flyer that will be mailed/emailed, if needed.</p>	\$150.00 per hour	Principal
<p><u>Small Development Affordability Assistance.</u> Offer developers of projects proposing 1 – 4 total housing units a subsidy to construct one (1) or two (2) affordable units as part of the total proposed rental units.</p>	\$150.00 per hour	Principal
<p><u>Revisions/Updates to Operating Manual,</u> as needed.</p>	\$150.00 per hour	Principal

IV. HOUSING REHABILITATION PROGRAM – RENTAL UNITS

Service	Fee	Paid by
<p><u>Operating Manual:</u> Fee for Preparation/Review of Policy & Procedure Manual to include affordability controls for COAH credit for compliance with court judgement and local rental and homeowner assistance</p>	\$150.00 per hour not to exceed \$2,000.00 per manual as needed	Principal
<ul style="list-style-type: none"> • Market and outreach for Rental Rehab Program • Maintain Wait List • Qualify and maintain eligible contractor list 	\$150.00 per hour as needed, plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing/ postage.	Principal
<p>Case Management Services (per case fee) as described in the Scope of Services</p> <p>Case Management Fee does not include third party inspection fees.</p>	Case Management Services shall be \$3,500.00 per case. In those instances where a property owner opts not to continue the project <u>after</u> entering into the Rehabilitation Program Agreement, but has not proceeded through the construction phase, compensation shall be prorated based on the amount of time and expense required up to time of withdrawal.	Principal
<p>Technical assistance and attendance at meetings with Municipality as required</p>	Hourly at \$150.00 per hour.	Principal

V. TECHNICAL ASSISTANCE SERVICES

Service	Fee	Paid by
<p>Program Consultant will be paid a fee for the provision of the following services:</p> <ul style="list-style-type: none"> • Meet with Municipality designated staff to establish project implementation goals for contract year; • Meet with Municipality designated staff to review general oversight responsibilities of the Municipality, the Administrative Agent and the those of each project developer; • Prepare and/or update Trust Fund Spending Plan, Illustrative Rents/Sales Prices and/or Affirmative Marketing Plan, as needed; • Preparation of Mid-Point Reviews and Annual Reports as required by the Fair Share Housing Center; • Complete Annual Monitoring of all affordable units as follows and to obtain needed information: <ul style="list-style-type: none"> ○ Report any non-compliance identified to Municipality Solicitor and ensure all follow up notices and actions are taken; ○ Contact all Administrative Agents to obtain updated information on waiting lists, affirmative marketing efforts and lists of units sold or rented to date and current allowable rents from landlords; and ○ Contact all Group Home managers to obtain documentation on continued use and current licenses; • Provide technical assistance with affordable unit documentation required for Third Round Plan compliance and attend case management/compliance hearings, as needed. • Throughout the term of the contract, attend meetings and provide monthly update reports, as needed. 	<p>\$150.00 per hour</p>	<p>Principal</p>

METHOD OF PAYMENT:

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

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

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

RESOLUTION No. 77, 2024

A RESOLUTION AWARDING THE CONTRACT TO EZ DOCKS SOUTH, INC. FOR THE PURCHASE OF TWO(2) EZ DOCK SECTIONS AND RELATED MATERIAL FOR THE CITY OF LINWOOD UNDER THE SOURCEWELL COOPERATIVE #010521-LTS-2

WHEREAS, there exists within the City of Linwood, New Jersey, the need to add additional docks at Patcong Creek and Poplar Avenue; 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 EZ Docks South, Inc. under the Sourcewell Cooperative #010521-LTS-2 in the amount of \$9,182.00 for the purchase of Two (2) EZ Dock sections, and related material; and

WHEREAS, the quote submitted has been received, reviewed and recommendations have 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 purchase of Two (2) EZ Dock sections and related material for the City of Linwood be and is hereby awarded to EZ Docks South, Inc., 1300 Stagecoach Road, Ocean View, NJ 08230, under the Sourcewell Cooperative #010521-LTS-2 for and in the total amount of \$9,182.00, as set forth in the proposal submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with EZ Docks South, Inc. in accordance with the terms and conditions set forth in the 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 24th day of April, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of April, 2024.

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: 4-17-2024
Re: Availability of Funds – EZ Dock Sections Poplar & Patcong Creek

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$9,182.00 are available under the 2024 Frank Stewart Trust Grant. Funds will be encumbered to EZ Docks South Inc. 1300 Stagecoach Road Ocean View, NJ 08230.



Celebrating 30 Years!

www.ezdockusa.com

800-654-8168

1300 Stagecoach Road, Oceanview, NJ 08230

Quote EZDQ3720

Valid through May 9, 2024 @ 7:59 pm

Prepared For:

City Of Linwood
Leigh Ann Napoli
Phone: 609-926-7970
400 Poplar Ave
Linwood, NJ 08221
lnapoli@linwoodcity.org

Ship To:

Phone:

Prepared By:

Harry McCrickard
Phone: 609-226-2953
Fax:
Email: h.mccrickard@ez-docks.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
SOURCEWELL CONTRACT # 010521-LTS-2				\$0.00
CITY OF LINWOOD SOURCEWELL MEMBER ID# 29783				\$9,182.00
2	DOCK SECTION 80" X 120" BEIGE ..		\$2,526.00	\$5,052.00
12	COUPLER SET WITH COMPOSITE ROD		\$65.00	\$780.00
1	SHIPPING Freight		\$1,850.00	\$1,850.00
1	Delivery & Installation		\$1,500.00	\$1,500.00
			SubTotal:	\$9,182.00
			Shipping:	\$0.00
			Sales Tax:	\$0.00
			Total:	\$9,182.00
			Deposit Required:	\$9,182.00

Payment Options

<input type="radio"/> Check Purchase (purchase amount \$9,182.00)	\$9,182.00 full payment
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Credit Card Purchase (purchase amount \$9,182.00)

\$9,182.00
full payment

0

Ready to Accept?

Order Confirmation

Price and design are subject to change due to unexpected physical and/or environmental challenges. Any changes to the agreement within this contract may only be made upon written consent. Additional work outside the scope of this agreement including, but not limited to water and electric connections will need to be completed by a certified sub-contractor that EZ Docks can recommend and consult with as needed. The customer/owner will be responsible for covering these additional costs.

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. A deposit is required for all orders. Credit card transactions are limited to the initial payment, or deposit, and cannot exceed \$5,000. All remaining balance must be paid by cash, check or wire transfer. All service calls and delivery orders require payment in full prior to scheduling and/or service. All overseas orders must be paid in-full via wire transfer. Any past due invoices will incur a monthly finance charge of 1.5%, with a minimum finance charge of \$1.00. Any cancellation on specialty orders will result in a loss of deposit. All final payments are required at the time of pickup and/or installation. Notwithstanding that delivery and installation of any product may have been made, the customer acknowledges that EZ Docks South ("EZ Docks") retains full legal title and ownership of delivered and/or installed products relating to the quote until full and final payment have been received by EZ Docks. Customer acknowledges that in the event the customer is unable or unwilling to fulfill the contracted financial obligations, EZ Docks and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which any products have been delivered or any part are stored or installed, and shall be permitted to remove such delivered and/or installed products from the site. Customer specifically grants EZ Docks and its agents and employees full permission to enter customer's property for this purpose and acknowledges such entry by EZ Docks and its agents and employees will not be considered trespass. EZ Docks shall not be held responsible for any resulting damages and/or losses from forces of nature including, but not limited to tropical storms, hurricanes, floods, earthquakes, tornados, and fires. Owner/customer shall be responsible for obtaining all necessary permits and governmental/environmental approvals required for the work to be performed within the scope of this contract. Owner/customer indemnifies and holds harmless EZ Docks and its agents and employees from all fines, penalties, enforcement, actions, and sums assessed including, but not limited to, legal fees in the event the customer/owner fails to obtain the necessary approvals. EZ Docks will not be held responsible for any damage incurred to the curbing, driveway, sidewalk, sprinkler systems, landscaping, existing dock or pier system, and lighting.

Return Policy: All dock sections, ports, lifts, launches, ladders, benches, dock boxes, gangways, rails and/or posts, pipes, pilings, PVC sleeves and caps are nonrefundable nor exchangeable. New and unused hardware components may be returned or exchanged within 7 days from date of receipt of item(s) and customer will incur a 15% restocking fee and customer will be responsible for return shipping charges.

Warranty Policy: Customer acknowledges that they have read and understand the Manufacturer's Warranty and accept the terms stated within.

[EZ Dock Warranty Policy](#)

[Sunstream Warranty Policy](#)

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 96.93.142.126

PO Number

(Optional: Enter PO Number as your reference only.)

Comments

Email Address

lnapoli@linwoodcity.org

Printed Name

Signature

"signatures" could include: /john smith/; /js/; /js123/, etc

(Note: After accepting you will have the opportunity to provide payment.)

Uploads Area

Have Questions?

Not Ready To Accept? Have Questions?