

**LINWOOD COMMON COUNCIL
CAUCUS AGENDA
April 13, 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
 A. Swearing In – Sergeant Michael Fountas
4. Councilwoman Albright
 A. Planning, Engineering, & Development
 1. Abandonment of nonconforming uses
5. Councilwoman Byrnes
 A. Neighborhood Services
 1. Ordinance amending Chapter 61, Board of Recreation – first reading
6. Councilwoman DeDomenicis
 A. Public Works
 2. Resolution authorizing the hiring of Steven Rundall, David Chomicki, and Christopher Hutton as Laborers in the Public Works Department
7. Councilman Ford
 A. Planning, Engineering, & Development
 1. Ordinance amending Chapter 205 Property Maintenance – final reading
 2. Resolution authorizing participation in the Atlantic County Community Development Block Grant (CDBG) program
 3. Resolution awarding a Contract to Triad Associates for Accessory Apartment Implementation Services
8. Councilman Levinson
 A. Revenue & Finance
 1. 2022 Budget Introduction
 2. Bond Ordinance – first reading
 3. Resolution authorizing the refund of a tax overpayment for 311 Van Sant Avenue
 4. Ordinance to exceed the Municipal Budget Appropriation Limits and establish a cash bank – first reading
9. Councilman Michael
 A. Public Safety
 1. Ordinance amending Chapter 263, Vehicles and Traffic for rate of compensation for outside details – final reading
10. Council President Paolone
 A. Administration
11. Solicitor's Report
 A. Resolution approving the settlement of a tax appeal filed on behalf of the Cornerstone Building

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
April 13, 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 Blair Albright

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

PRESENTATION

Swearing In – Sergeant Michael Fountas

ORDINANCES

- 4 OF 2022** AN ORDINANCE AMENDING CHAPTER 263 VEHICLES AND TRAFFIC, ARTICLE VI TRAFFIC CONTROL STANDARDS FOR CONSTRUCTION AND ROAD REPAIRS, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: March 23, 2022
PUBLICATION: March 28, 2022
PASSAGE: April 13, 2022
- 5 OF 2022** AN ORDINANCE AMENDING CHAPTER 205 PROPERTY MAINTENANCE, ARTICLE I, SECTION 205-2, REVISIONS TO STANDARDS, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: March 23, 2022
PUBLICATION: March 28, 2022
PASSAGE: April 13, 2022
- 6 OF 2022** A BOND ORDINANCE APPROPRIATING SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) AND AUTHORIZING THE ISSUANCE OF SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$617,500) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR VARIOUS GENERAL CAPITAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY.
FIRST READING: April 13, 2022
PUBLICATION: April 18, 2022
FINAL READING: April 27, 2022
PUBLICATION WITH STATEMENT: May 2, 2022
- 7 OF 2022** AN ORDINANCE AMENDING CHAPTER 61 RECREATION, BOARD OF, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: April 13, 2022
PUBLICATION: April 18, 2022
PASSAGE: April 27, 2022

ORDINANCES (continued)

8 OF 2022 AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.
FIRST READING: *April 13, 2022*
PUBLICATION: *April 18, 2022*
PASSAGE: *April 27, 2022*

RESOLUTIONS

89-2022 A Resolution introducing the 2022 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.

69-2022 A Resolution approving the Settlement of a Tax Appeal filed on behalf of the Cornerstone Building for Calendar Years 2020 and 2021

85-2022 A Resolution authorizing the City of Linwood to participate in the Atlantic County Community Development Block Grant (CDBG) Program

86-2022 A Resolution authorizing the refund of a tax overpayment due to Homestead Credit on Tax Exempt Veteran Account made for Block 98, Lot 6, located at 311 Van Sant Avenue in the City of Linwood

87-2022 A Resolution awarding a Non-Competitive Contract for Professional Services to Triad Associates for Accessory Apartment Implementation Services for the City of Linwood

88-2022 A Resolution authorizing the hiring of Steven H. Rundall, David Chomicki, and Christopher Hutton as Laborers in the City of Linwood Public Works Department

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 4, 2022

AN ORDINANCE AMENDING CHAPTER 263 VEHICLES AND TRAFFIC, ARTICLE VI TRAFFIC CONTROL STANDARDS FOR CONSTRUCTION AND ROAD REPAIRS, 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 263, Article VI, Traffic Control Standards for Construction and Road Repairs shall now be titled:

Traffic Control Standards for Construction, Road Repairs, and Requested Special Traffic Details.

SECTION 2: Chapter 263, Article VI, Section 263-25 Purpose is hereby amended to read as follows:

The purpose of this article is to establish controls and regulations directed toward the safe and expeditious movement of traffic through construction and maintenance zones, as well as any requested special traffic detail zones, throughout the City of Linwood and to provide for the safety and compensation of the members of the Linwood Police Department performing these operations. In addition, provisions of this article shall apply to all assignments which originate from a request for assistance or aid by any chief of police, chief law enforcement officer or designee of a bona fide state, county, or municipal police department in the State of New Jersey, regardless of the geographic location of the assignment being inside, contiguous or extraterritorial to the City of Linwood, provided the entity making the request for assistance or aid agrees to make the payments required by § 263-34 of this article.

SECTION 3: Chapter 263, Article VI, Section 263-34 Requests and payment for services of police traffic directors, Section B is hereby amended to read as follows:

Payment for all certified police officers working all construction highway/street details and any specially requested traffic details for directing the appropriate movement of traffic flow may be coordinated by the Chief of Police or his designee. The payment shall be the appropriate rate as designated by this article. An administrative fee shall be added to the subtotal for all expenses that are required. The aforementioned administrative fees shall be waived for nonprofit organizations, local government, local government authorities, or other special districts of government, and any other just cause as determined by the Chief of Police and affirmed through resolution of the Linwood City Council.

SECTION 4: Chapter 263, Article VI, Section 263-34 Requests and payment for services of police traffic directors, Section B (1) is hereby amended to read as follows:

(1). Rate: The rate of compensation for contracting the services of off-duty law enforcement officers shall be at the rate of \$85 per hour.

SECTION 5: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 6: 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 7: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>March 23, 2022</i>
<i>PUBLICATION:</i>	<i>March 28, 2022</i>
<i>PASSAGE:</i>	<i>April 13, 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, March 23, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on April 13, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

ORDINANCE NO. 5, 2022

AN ORDINANCE AMENDING CHAPTER 205 PROPERTY MAINTENANCE, ARTICLE I, SECTION 205-2, REVISIONS TO STANDARDS, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HERewith.

WHEREAS, the City of Linwood, on November 27, 2001, adopted Ordinance No. 27, 2001 creating a Property Maintenance Code for the City by adopting the International Property Maintenance Code, published by the International Code Council; and

WHEREAS, the City of Linwood desires to update to the most current version of the International Property Maintenance Code for the control of buildings and structures as therein provided, and each and all regulations, provisions, penalties, conditions, and terms of said code are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, with the additions, insertions, deletions, and changes, if any, prescribed herein.

NOW THEREFORE, 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 205, Property Maintenance, Article I, Section 205-2, Revisions to Standards, is hereby revised to read as follows:

Section 101.1. Insert: The City of Linwood

Section 102.3. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

Section 103.1. The Property Maintenance Division is hereby created within the Construction Department and the Construction Code Official in charge of the Department shall also be known as the Code Official.

Section 103.3. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Code Official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees. Such employees shall have the powers as delegated by the Code Official. Those employees include the Zoning Official and members of the Police Department.

Section 104.1. Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule attached hereto and made part hereof.

Section 104.1A. Any person or persons found to be in violation of this ordinance may be subject to the following fines, penalties and/or any combination thereof.

Section 104.1B. Fail to comply with a Notice of Violation within the reasonable time to be determined by the Code Official may result in fines and penalties not less than \$100.00 nor more than \$2,000.00.

Section 104.1C. Any violation order that is not promptly complied with, the City

shall, at its discretion, correct said violation, the cost of which shall be charged against the owner of said real estate and shall be a lien upon such real estate.

Section 104.1D. Cost to bring a property into compliance with code; by resolution of its governing body, may abate a nuisance, correct a defect, or put any private premises in proper condition so as to comply with municipal ordinance or state law applicable thereto, at the cost of the owner or lessor, and to extend municipal funds for such purpose and to charge the same against the premises and the amount thereof as determined by the governing body of the municipality shall be a lien against the premises and collectible as provided by the statutes of the State of New Jersey.

Section 104.1E. Any person who has taken out a construction or demolition permit and who shall be found guilty of violating the provisions of this ordinance by the Judge of Linwood Municipal Court or any other Court of competent jurisdiction shall, upon conviction, be subject to a fine of not more than \$1,000.00 plus the cost of the cleanup and the proper and legal disposal of the waste material improperly disposed of; or community service for a term of not less than 20 hours nor more than 40 hours; or any combination of these penalties.

Section 104.1F. Each and every day that a violation continues after proper notice shall be considered a separate offense.

Section 302.4. Insert: 10 inches

Section 304.14. Insert: May 1 to October 1

Section 602.3. Insert: October 1 to April 30

Section 602.4. Insert: October 1 to April 30

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>March 23, 2022</i>
<i>PUBLICATION:</i>	<i>March 28, 2022</i>
<i>PASSAGE:</i>	<i>April 13, 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, March 23, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on April 13, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

ORDINANCE NO. 6, 2022

A BOND ORDINANCE APPROPRIATING SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) AND AUTHORIZING THE ISSUANCE OF SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$617,500) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR VARIOUS GENERAL CAPITAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY

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

Section 1. Appropriation for Projects-Down Payment.

The general improvements described in Section 3 of this bond ordinance are hereby authorized as general improvements to be made or acquired by the City of Linwood, in the County of Atlantic, New Jersey (the "City"). For the said improvements or purposes stated in Section 3, there are hereby appropriated the sums of money therein stated as the apportionments made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000), including the aggregate sum of THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500) as the down payment for said improvements as required pursuant to N.J.S.A. 40A:2-11 and more particularly described in Section 3 and now available by virtue of provision in a previously adopted budget or budgets of the City for down payments for capital improvement purposes, and including also monies received or expected to be received from the United States of America, the State of New Jersey or the County of Atlantic, or agencies thereof, as grants in aid of financing said improvements or purposes.

Section 2. Authorization of Bonds.

For the financing of said improvements or purposes and to meet the part of said SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) in appropriations not provided for by application hereunder of said down payment, negotiable bonds of the City are hereby authorized to be issued in the principal amount of SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$617,500) pursuant to the Local Bond Law of New Jersey (the "Local Bond Law"). In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in a principal amount not exceeding SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$617,500) are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. Description of Projects.

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

IMPROVEMENTS OR PURPOSES	APPROPRIATION AND ESTIMATED COST	ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES
(a) Various Recreation Improvements, including the costs of surveying, construction planning, architectural, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.	\$325,000	\$308,750

<p>(b) Various Municipal Roadway Improvements, including milling and overlay, paving and curbs, such new roadway pavement to be at least equal in useful life or durability to a road of Class B construction, as referred to in Section 40A:2-22 of the Local Bond Law, together with the construction or reconstruction of drainage facilities, pavement preparation, pavement construction or reconstruction, asphalt concrete resurfacing, driveway, curb, sidewalk and shoulder restoration, handicapped accessible curb ramps, and all other necessary or desirable structures, appurtenances and work or materials, all as shown on and in accordance with the plans and specifications therefore on file in the office of the City Clerk and hereby approved, including the costs of surveying, construction planning, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.</p>	\$175,000	\$166,250
<p>(c) Purchase of Equipment for Public Safety Department</p>	<u>\$150,000</u>	<u>\$142,500</u>
<p>TOTAL</p>	<u>\$650,000</u>	<u>\$617,500</u>

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

Section 4. Authorization of Notes.

In anticipation of the issuance of said bonds and to temporarily finance said improvements, negotiable notes of the City in a principal amount equal to the said principal of bonds not exceeding SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS

(\$617,500) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other financial officer designated by Resolution for this purpose (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in writing to the Mayor and the Council of the City at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law.

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

Section 5. Capital Budget.

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

Section 6. Additional Matters.

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

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

(b) The average period of usefulness of said purposes within the limitations of the Local Bond Law and taking into consideration the respective amounts of said obligations authorized for said purposes, according to the reasonable life thereof computed from the date of said bonds authorized by this bond ordinance, is **11.80 years**.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the office of the City Clerk and a complete duplicate thereof has been electronically filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$617,500), and the said obligations

authorized by this bond ordinance will be within all debt limitations prescribed by the Local Bond Law.

(d) Amounts not exceeding FIFTY THOUSAND DOLLARS (\$50,000) in the aggregate for interest on said obligations, costs of issuing said obligations, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the construction or acquisition of improvements and properties as authorized herein, and other items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law have been included as part of the cost of said improvements and are included in the foregoing estimate thereof.

Section 7. Ratification of Prior Actions.

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

Section 8. Application of Grants.

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

Section 9. Full Faith and Credit.

The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be

obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 10. Official Intent to Reimburse Expenditures.

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

Section 11. Effective Date.

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

DARREN MATIK, MAYOR

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

FIRST READING:	April 13, 2022
PUBLICATION:	April 18, 2022
FINAL READING:	April 27, 2022
PUBLICATION WITH STATEMENT:	May 2, 2022

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Linwood, in the County of Atlantic, State of New Jersey, held on April 13, 2022, at the Linwood City Hall. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on April 27, 2022, at 6:00 o'clock p.m. at the Linwood City Hall. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located in the City Hall, 400 Poplar Avenue, Linwood, New Jersey for the members of the general public who shall request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE APPROPRIATING SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) AND AUTHORIZING THE ISSUANCE OF SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$617,500) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR VARIOUS GENERAL CAPITAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY"

Purposes: Miscellaneous Recreation Improvement Projects, Improvements to Municipal Roadways and Purchase of Equipment for the Public Works Department.

Appropriation: \$650,000

Bonds/Notes Authorized: \$617,500

Grants (if any) Appropriated: None

Section 20 Costs: \$50,000

Useful Life: 11.80 years

Leigh Ann Napoli, RMC
Municipal Clerk

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

BOND ORDINANCE STATEMENTS AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the City of Linwood, in the County of Atlantic, State of New Jersey on April 27, 2022, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE APPROPRIATING SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) AND AUTHORIZING THE ISSUANCE OF SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$617,500) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR VARIOUS GENERAL CAPITAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY"

Purposes: Miscellaneous Recreation Improvement Projects, Improvements to Municipal Roadways and Purchase of Equipment for the Public Works Department.

Appropriation: \$650,000

Bonds/Notes Authorized: \$617,500

Grants (if any) Appropriated: None

Section 20 Costs: \$50,000

Useful Life: 11.80 years

Leigh Ann Napoli, RMC
Municipal Clerk

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

ORDINANCE NO. 7, 2022

AN ORDINANCE AMENDING CHAPTER 61 RECREATION, BOARD OF, 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 61, Section 61-3, Powers and responsibilities, Section B, is hereby revised to read as follows:

B. To create, promote, coordinate and run community and recreational events for the benefit and enjoyment of residents of Linwood including but not limited to the Memorial Day Parade ceremony/celebration and Essay Contest, Fall Festival/Halloween Event, the Easter Egg Hunt/Passover Event, Citizen of the Year and the Hanukkah/Christmas Tree Lighting; and

SECTION 2: Chapter 61, Section 61-4, Authority; designee for maintenance or operation of Board of Education grounds or fields, is hereby revised to read as follows:

The Rec Board shall have authority over such public parks, playgrounds and athletic fields as are now or hereinafter designated by Council, specifically including the grounds and facilities at Memorial Field, Poplar Avenue Field, and the South Jersey Industries Park. The Rec Board shall also act as the designee of Council for issues of maintenance or operation which may arise for grounds or fields owned by the Linwood Board of Education, specifically including but not limited to the soccer and baseball fields located at Seaview Avenue School.

SECTION 3: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4: 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 5: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>April 13, 2022</i>
<i>PUBLICATION:</i>	<i>April 18, 2022</i>
<i>PASSAGE:</i>	<i>April 27, 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, April 13, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on April 27, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

ORDINANCE NO. 8, 2022

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

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

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

WHEREAS, the Common Council of the City of Linwood in the County of Atlantic finds it advisable and necessary to increase its CY 2021 budget up to 3.5% over the previous year's final appropriations, in the interest of promoting health, safety and welfare of the citizens; and,

WHEREAS, the Common Council hereby determines that a 3.5% increase in the budget for said year, amounting to \$304,227.25 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

NOW THEREFORE BE IT ORDAINED, by the Common Council of the City of Linwood, in the County of Atlantic, a majority of the full authorized membership of this governing body affirmatively concurring that, in the CY 2021 budget year, the final appropriations of the City of Linwood shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to \$304,227.25, and that the CY 2022 municipal budget for the City of Linwood be approved and adopted in accordance with this ordinance; and,

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

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

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

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

FIRST READING: April 13, 2022
PUBLICATION: April 18, 2022
PASSAGE: April 27, 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 April 13, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on April 27, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION NO. 69, 2022

A RESOLUTION APPROVING THE SETTLEMENT OF A TAX APPEAL FILED ON BEHALF OF THE CORNERSTONE BUILDING FOR CALENDAR YEARS 2020 AND 2021

WHEREAS, Stabilis Master Fund III LLC filed tax appeals for the Cornerstone Building for calendar years 2020 and 2021; and

WHEREAS, the Petitioner Property Owner has agreed to dismiss the pending tax appeals for calendar years 2020 and 2021; and

WHEREAS, the Municipal Tax Assessor has reviewed the appeals and has recommended a settlement on all properties formerly owned by the Stabilis Master Fund III LLC and known as the Cornerstone Building, Block 1, Lot 49, C01 and C02, for an aggregate total assessment, based upon review of comparable properties, as follows:

2022	C01	\$15,852,000
	C02	<u>\$ 1,148,000</u>
		\$ 17,000,000
2023	C01	\$14,852,000
	C02	<u>\$ 1,148,000</u>
		\$16,000,000

with pending appeals for 2020 and 2021 being dismissed; and

WHEREAS, the parties have negotiated a settlement, whereby no interest will be paid on any overpayments for 2022; any overpayments will be applied to future taxes due on the properties; and no further tax appeals can be filed prior to 2026; and

WHEREAS, a Stipulation of Settlement, more specifically setting forth the terms and conditions hereof, has been prepared, which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the settlement of the 2020 and 2021 tax appeals for all properties formerly owned by the Stabilis Master Fund III LLC and known as the Cornerstone Building, Block 1, Lot 49, C01 and C02 on the terms and conditions set forth herein, and as more specifically set forth in the Stipulation of Settlement and Settlement Agreement, is hereby approved;

BE IT FURTHER RESOLVED, that the Mayor, Municipal Tax Assessor and Municipal Solicitor be and are hereby duly authorized, empowered and directed to execute any and all necessary documents to effect this settlement on behalf 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 13th day of April, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 85, 2022

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

WHEREAS, the City of Linwood has opted to participate in the Atlantic County Community Development Block Grant (CDBG) Program for FY 2022; and

WHEREAS, as a participant, the City of Linwood expects to be allocated \$15,000.00 for Fiscal Year 2022; and

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 13th day of April, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 86, 2022

A RESOLUTION AUTHORIZING THE REFUND OF A TAX OVERPAYMENT DUE TO HOMESTEAD CREDIT ON TAX EXEMPT VETERAN ACCOUNT MADE FOR BLOCK 98, LOT 6 LOCATED AT 311 VAN SANT AVENUE, IN THE CITY OF LINWOOD

WHEREAS, Michael Dale is the owner of Block 98, Lot 6 Located at 311 Van Sant Avenue in the taxing District of the City of Linwood; and

WHEREAS, on January 15, 2021 the owner received a 100% Totally Disabled Veteran Exemption Status towards the Property Taxes; and

WHEREAS, the State of New Jersey has issued a Homestead Credit toward the May 2022 tax quarter on Block 98 Lot 6 located at 311 Van Sant Avenue; and

WHEREAS, Michael Dale is entitled to refund of the Homestead Credit in the amount of \$885.50 for the property taxes;

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 Michael Dale in the amount of \$885.50 which is the amount of the overpayment 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 13th day of April, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

BLQ: 98. 6.
Owner Name: DALE, MICHAEL & REMEDIOS

Tax Year: 2022 to 2022
Property Location: 311 VAN SANT AVENUE

Tax Year: 2022	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	2,259.16	2,259.16	0.00	0.00	4,518.32
Other Bill Adj:	0.00	885.50-	0.00	0.00	885.50-
Total Billed:	2,259.16	1,373.66	0.00	0.00	3,632.82
Payments:	0.00	0.00	0.00	0.00	0.00
Balance Adjust:	2,259.16-	1,373.66-	885.50-	0.00	4,518.32-
Balance:	0.00	0.00	885.50-	0.00	885.50-

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2022 Prin Balance
								4,518.32		4,518.32
03/24/22	1	Adjustment	069			13790	3 CANCEL	2,259.16-	0.00	2,259.16
		Description: Original Billed								
		Description: RESOLUTION 78-2022								
03/24/22	2	Adjustment	069			13790	4 CANCEL	2,259.16-	0.00	0.00
		Description: RESOLUTION 78-2022								
03/29/22	2	Adjustment	HB			13802	282 HBCREDIT	885.50-	0.00	885.50-
		Description: Homestead Credit								
03/30/22	2	Adjustment	063			13805	19 HB OVRPD	885.50	0.00	0.00
		Description: HB OVPD TRANS TO 3Q								
03/30/22	3	Adjustment	063			13805	20 HB OVRPD	885.50-	0.00	885.50-
		Description: HB OVPD TRANS TO 3Q								

Total Principal Balance for Tax Years in Range: 885.50-

RESOLUTION No. 87, 2022

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 13th day of April, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 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: 4-07-2022
Re: Availability of Funds-COAH Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of 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 March 31, 2022 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, 2022 through December 31, 2022, 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: March 31, 2022

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 March 31, 2022 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

- Accessory Apartments Program Implementation
- Technical Assistance on Affordable Housing Requirements

SCOPE OF SERVICES:

I. ACCESSORY APARTMENT PROGRAM IMPLEMENTATION SERVICES

1. **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:

- a. Revisions/updates of existing Accessory Apartment Policies and Procedures Manual;
- b. Revisions/updates of a Marketing Program and Landlord Pamphlet to solicit applications and interest from potential landlords;
- c. 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
- d. 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.

2. **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:

a. **Affirmative Marketing (if needed)**

- i. 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;
- ii. 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;
- iii. 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.);

- iv. Market units in accordance with the Fair Chance in Housing Act (enacted 1/1/2022);
- v. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by FSHC; and
- vi. 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.

b. General Administrative/Waitlist Management

- i. Maintain an applicant pool and waiting list for rental units with at least two years' worth of applicants for anticipated units available;
- ii. 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
- iii. Notification of annual allowable rent increases sent to landlords upon the release of the annual Affordable Housing Regional Income Limits by Household Size.

c. Household Certification

- i. Soliciting, scheduling, conducting and following up on interviews with interested households;
- ii. 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;
- iii. 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.;
- iv. Employing a random selection process as provided in the Affirmative Marketing Plan of the Municipality when referring households for certification to affordable units.
- v. Ensuring ongoing compliance with N.J.A.C. 5:80-26.7(a) and those set forth in 5:80-26.18 et seq.

d. Enforcement

- i. 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;

e. Public Records: 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.

- f. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

II. 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 Fair Share Housing Center;
- 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.
- G. Throughout the term of the contract, attend meetings and provide monthly update reports, as needed.

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 individual municipalities that fall under the jurisdiction of the Act: Units to be specified upon receipt of Substantive Certification for the Municipality's Third Round Plan.

Public Records: Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the individual municipalities as defined by N.J.S.A. 47:3-16, and are legal property of the individual municipalities. The Consultant 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.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated March 31, 2022 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 Affordable Housing Administrative Agent services provided in Exhibit A for the implementation of six (6) accessory apartments according the following fee schedule which includes all travel, clerical and related expenses:

ACCESSORY APARTMENT PROGRAM – IMPLEMENTATION

Service	Fee	Paid By
<p>a. Program Consultant will be paid a fee for the following services:</p> <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 	<p>\$135.00 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</p>	Principal
<p><u>General Administration/Wait list Management</u></p> <ul style="list-style-type: none"> • Maintain Waiting List/Applicant pool • Annual Letters to Tenants • Annual Rental Increase Allowances to Landlords 	<p>\$150.00 per month (not to exceed \$1,800 per year) plus direct costs for postage</p>	Principal
<p><u>Household Certifications – Rentals/Re-rentals:</u></p> <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 	<p>\$850.00 for completion of each Eligibility Certification or Denial</p>	Principal for first certification; Landlord for subsequent certifications
<p><u>Enforcement</u></p> <ul style="list-style-type: none"> • Notifying absentee owners of compliance issues • Providing project status reports, as requested 	<p>\$135.00 per hour</p>	Principal
<p>Additional Services required to carry out responsibilities of an administrative agent, as requested</p>	<p>\$135.00 per hour with prior approval</p>	Principal

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 Township designated staff to establish project implementation goals for contract year; • Meet with Township 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: • Report any non-compliance identified to Township 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>\$135.00 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. 88, 2022

A RESOLUTION AUTHORIZING THE HIRING OF STEVEN H. RUNDALL, DAVID CHOMICKI, AND CHRISTOPHER HUTTON AS LABORERS THE CITY OF LINWOOD PUBLIC WORKS DEPARTMENT

WHEREAS, vacancies exist in the position of Laborer in the City of Linwood Public Works Department; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that Steven H. Rundall, David Chomicki, and Christopher Hutton are hereby hired at an annual rate of \$44,146 in accordance with the Linwood Salary Ordinance and all amendments thereto;

BE IT FURTHER RESOLVED, Steven H. Rundall is hereby hired effective April 14, 2022, David Chomicki is hereby hired effective April 18, 2022, and Christopher Hutton is hereby hired effective May 2, 2022.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a satisfactory completed background checks on Steven H. Rundall, David Chomicki, and Christopher Hutton.

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 13th day of April, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____