

RESOLUTION No. 15, 2024

A RESOLUTION APPROVING THE TEMPORARY BUDGET FOR 2024

WHEREAS, N.J.S.A. 40A: 4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2024 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided; and

WHEREAS, the date of this resolution is within the first thirty days of January, 2024; and

WHEREAS, the total appropriations in the 2023 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is the sum of \$11,959,953.92; and

WHEREAS, the total appropriations so made will not exceed 26.25% of the total appropriations in the 2023 Budget, exclusive of any appropriations made for interest on debt redemption charges and capital improvement fund in said 2023 Budget is the sum of \$3,139,487.90;

NOW, THEREFORE, BE IT RESOLVED, that the following appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records:

TEMPORARY APPROPRIATIONS - 2024

| | |
|------------------------------|------------|
| Administrative & Executive | |
| Other Expenses | 945.00 |
| Mayor & Council | |
| Salaries & Wages | 17,308.00 |
| Municipal Clerk | |
| Salaries & Wages | 40,873.00 |
| Other Expenses | 16,774.00 |
| Elections | |
| Other Expenses | 2,888.00 |
| Financial Administration | |
| Salaries & Wages | 21,953.00 |
| Other Expenses | 9,188.00 |
| Annual Audit | |
| Other Expenses | 8,138.00 |
| Assessment of Taxes | |
| Salaries & Wages | 9,413.00 |
| Other Expenses | 3,672.00 |
| Collection of Taxes | |
| Salaries & Wages | 20,870.00 |
| Other Expenses | 3,854.00 |
| Legal Services & Costs | |
| Other Expenses | 26,250.00 |
| Engineering Services & Costs | |
| Other Expenses | 7,875.00 |
| Public Building & Grounds | |
| Other Expenses | 116,944.00 |

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|---|------------|
| Municipal Land Use Law (NJSA 40A:55D-1) | |
| Planning Board | |
| Salaries & Wages | 2,637.00 |
| Other Expenses | 9,188.00 |
| Shade Tree | |
| Other Expenses | 105.00 |
| Insurance Premiums | |
| Group Insurance for Employees | 403,668.00 |
| Other Insurance Premiums | 34,165.00 |
| Workmen's Compensation Insurance | 74,887.00 |
| Uniform Fire Safety Act | |
| Salaries & Wages | 4,440.00 |
| Other Expenses | 2,655.00 |
| Fire | |
| Salaries & Wages | 104,475.00 |
| Other Expenses | 22,444.00 |
| Aid to Volunteer Fire Companies | |
| Operation & Maintenance | 18,375.00 |
| Police | |
| Salaries & Wages | 553,556.00 |
| Other Expenses | 42,656.00 |
| Emergency Management Services | |
| Salaries & Wages | 285.00 |
| Other Expenses | 5,250.00 |
| Road Repairs & Maintenance | |
| Salaries & Wage | 140,465.00 |
| Other Expenses | 46,725.00 |
| Sewer System | |
| Other Expenses | |
| Finance & Administration | 2,107.00 |
| Operation & Maintenance | 6,563.00 |
| Landfill - Tipping Fees | 127,313.00 |
| Sanitation | 53,211.00 |
| Municipal Services Act | 14,306.00 |
| Dog Warden | |
| Contractual | 2,599.00 |
| Other Expenses | |
| Recreation Services | |
| Salaries & Wages | 4,104.00 |
| Other Expenses | 8,361.00 |
| Historian | |
| Other Expenses | 131.00 |
| State Uniform Construction Code | |
| Construction Code Official | |
| Salaries & Wages | 40,852.00 |
| Other Expenses | 6,825.00 |
| Utilities | |
| Gasoline | 18,375.00 |
| Electric | 30,188.00 |
| Telephone & Telegraph | 14,438.00 |
| Natural Gas | 11,813.00 |
| Street Lighting | 40,688.00 |
| Fire Hydrant Services | 22,313.00 |
| Water & Sewer | 1,969.00 |

| | |
|---|------------------|
| Accumulated Leave | 1.00 |
| Contingent | 131.00 |
| Public Employees' Retirement System inside cap | 54,796.00 |
| Police & Firemen's Retirement System inside cap | 198,088.00 |
| Social Security | 68,250.00 |
| Defined Contribution Retirement Plan | 1,969.00 |
| Unemployment Compensation Insurance | 3,938.00 |
| Maintenance of Free Public Library | |
| Other Expenses | 92,441.00 |
| Atlantic County Sewerage Authority | |
| Share of Costs | 140,720.00 |
| City of Northfield's Share of Sewer Rents | 3,024.00 |
| NJPDES Stormwater Permit Streets & Roads | 2,100.00 |
| NJPDES Stormwater Permit Landfill Tipping | 656.00 |
| NJPDES Stormwater Permit Municipal Clerk | 131.00 |
| Dispatch Shared Services | 104,912.00 |
| Capital Improvement Fund | 16,078.00 |
| Sewer System Services | 51,450.00 |
| Court Shared Services | 28,065.00 |
| Municipal Alliance Grant | 7,462.00 |
| Total | 2,953,281.00 |

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 1, 2024

A RESOLUTION SETTING DATES FOR CAUCUS AND REGULAR COUNCIL MEETINGS

BE IT RESOLVED, by the Common Council of the City of Linwood that the following dates shall be the official dates of the City Caucus and City Council Meetings for the year 2024. Formal Action may be taken at each.

CAUCUS meetings will be held at 6:00 P.M. followed by REGULAR COUNCIL meetings to commence directly following the conclusion of the Caucus meetings on the following dates;

WEDNESDAY, JANUARY 17
WEDNESDAY, FEBRUARY 14
WEDNESDAY, FEBRUARY 28
WEDNESDAY, MARCH 13
WEDNESDAY, MARCH 27
WEDNESDAY, APRIL 10
WEDNESDAY, APRIL 24
WEDNESDAY, MAY 8
WEDNESDAY, MAY 22
WEDNESDAY, JUNE 12
WEDNESDAY, JUNE 26 (IF NEEDED)
WEDNESDAY, JULY 10
WEDNESDAY, JULY 24 (IF NEEDED)
WEDNESDAY, AUGUST 14
WEDNESDAY, AUGUST 28 (IF NEEDED)
WEDNESDAY, SEPTEMBER 11
WEDNESDAY, SEPTEMBER 25
WEDNESDAY, OCTOBER 9
WEDNESDAY, OCTOBER 23
WEDNESDAY, NOVEMBER 13
TUESDAY, NOVEMBER 26
WEDNESDAY, DECEMBER 11
MONDAY, DECEMBER 23 (IF NEEDED)

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 2, 2024

A RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR 2024

WHEREAS, under the provisions of N.J.S.A. 40A:5-14, the City of Linwood must adopt an annual cash management plan;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey, that the attached cash management plan is hereby adopted by the City of Linwood for the year 2024.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

CASH MANAGEMENT PLAN OF THE CITY OF LINWOOD
IN THE COUNTY OF ATLANTIC, NEW JERSEY

I. STATEMENT OF PURPOSE

This Cash Management Plan (The "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the City of Linwood, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the City of Linwood:

Current Operating Fund
Capital Fund

B. It is understood that this Plan is not intended to cover certain funds and accounts of the City of Linwood, specifically:

Planning or Zoning Board
Sewer Lateral
Engineer Escrow Funds

III. DESIGNATION OF OFFICIAL OF THE CITY OF LINWOOD AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer of the City of Linwood (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such official of the City of Linwood, is directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement on file with such officials.

IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

1. Wells Fargo Bank
2. TD Bank
3. PNC Bank
4. OceanFirst Bank
5. Crown Bank
6. Truist Bank
7. Republic Bank
8. Bank of America

All such depositories shall acknowledge in writing receipt of this plan by sending a copy of such acknowledgement to the Designated Official referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIAL MAY DEAL

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official of the City of Linwood referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official referred to in Section III above.

1. NJ/ARM
2. MBIA Class
3. NJ Cash Management Fund

VI. AUTHORIZED INVESTMENTS

Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Government Money Market Mutual Funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
4. Local government investment pools;
5. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P. L. 1977, c. 281 (C. 52:18A-90 .4); or

6. Agreements for the repurchase of fully collateralized securities if: (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a; (b) the custody of collateral is transferred to a third party; (c) the maturity of the agreement is not more than 30 days; (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c. 236 (C.17:9-41); and (e) a master repurchase agreement providing for the custody and security of collateral is executed. For the purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

GOVERNMENT MONEY MARKET MUTUAL FUND. An investment company or investment trust:

(a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270. 2a-7.

(b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec.270. 2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and

(c) which has:

(i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or (ii) retained an investment advisor registered or exempt from registration with the Securities and exchange Commission pursuant to the "Investment Advisors Act of 1940", 15 U.S.C. sec. 80b-1 et seq., with experience investing the most recent past 60 months and with assets under management in excess of \$500 million.

LOCAL GOVERNMENT INVESTMENT POOL. An investment pool;

(a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;

(b) which is rated in the highest category by a nationally recognized statistical rating organization;

(c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act", P.L. 1968, c.410 (c. 52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967

c. 9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in borrowing on such U.S. Government securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City of Linwood, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City of Linwood to assure that there is no unauthorized use of the funds or Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the City of Linwood or by a third party custodian prior to or upon the release of the City of Linwood's funds.

To assure that all parties with whom the City of Linwood deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designate Official(s).

VIII. REPORTING REQUIREMENTS.

On the tenth day of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the City of Linwood a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information: The name of any institution holding funds of the City of Linwood as a Deposit or a Permitted Investment.

- A. The amount of securities or Deposits purchased during the immediately preceding month.
- B. The class or type of securities or Deposits purchased or Deposits made.
- C. The book value of such Deposits or Permitted Investments.
- D. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- E. The fees incurred to undertake such Deposits or Permitted Investments.
- F. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- G. All other information which may be deemed reasonable from time to time by the governing body of the City of Linwood

IX. TERM OF PLAN.

— This Plan shall be in effect from January 1, 2024 to December 31, 2024. Attached to this Plan is a resolution of the governing body of the City of Linwood approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

RESOLUTION No. 3, 2024

A RESOLUTION NAMING CHECK SIGNERS

BE IT RESOLVED, by the Common Council of the City of Linwood, that the following officials are hereby authorized to sign checks or withdrawal slips where a combination of two principal signatures are required: Mayor and City Clerk;

BE IT FURTHER RESOLVED, that the payroll account requires only two signatures: Mayor & City Clerk.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 4, 2024

A RESOLUTION AUTHORIZING THE FINANCE OFFICE TO MAINTAIN A PETTY CASH FUND IN THE AMOUNT OF \$100.00

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash Fund for the Finance Office of the City of Linwood; and

WHEREAS, said City of Linwood Petty Cash Fund was established by resolution dated May 10, 1989, by the Council of the City of Linwood; and

WHEREAS, said Petty Cash Fund received approval from the Director of Local Government Services on July 5, 1989; and

WHEREAS, it is the desire of the Council that said fund be continued under the direction of the Finance Officer;

NOW, THEREFORE, BE IT RESOLVED, on this 1st day of January, 2024, by the Common Council of the City of Linwood, State of New Jersey that:

1. During the year 2024, Anthony Strazzeri, Chief Financial Officer, be and is hereby authorized and permitted to establish a Petty Cash Fund in the amount not to exceed \$100.00 pursuant to the provisions of N.J.S.A. 40A:5-21. Said Petty Cash Fund will be used by such office or department to pay claims for small miscellaneous expenses.

2. Anthony Strazzeri, Chief Financial Officer, having custody of the Fund will be bonded in an amount not less than \$50,000.00 and will maintain said Fund in accordance with the laws and regulations governing its operation.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 5, 2024

A RESOLUTION SETTING INTEREST RATES ON DELINQUENT TAXES

WHEREAS, R.S. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments; and

WHEREAS, R.S. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500.00 of delinquency and 18% per annum on any amount in excess of \$1,500.00;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, State of New Jersey as follows:

The Tax Collector is hereby authorized and directed to charge eight (8) percent per annum on the first \$1,500.00 of delinquency, and eighteen (18) percent per annum on any amount in excess of \$1,500.00, said amounts to be calculated from the date the tax is payable until the date of actual payment.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 6, 2024

A RESOLUTION SETTING A SERVICE CHARGE FOR CHECKS
RETURNED FOR INSUFFICIENT FUNDS

BE IT RESOLVED, by the Common Council of the City of Linwood,
County of Atlantic, State of New Jersey:

1. Whenever a check payable to any account of the City of Linwood is returned for insufficient funds or for any other reason beyond the control of the City, a service charge of \$20.00 per transaction shall be added to the account. The service charge shall be paid and credited before any other payment on the account is accepted and credited;

2. Any person whose returned checks become chronic, as determined by the Chief Financial Officer, may thereafter be required to pay in cash or certified or cashier's check.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 7, 2024

**A RESOLUTION AUTHORIZING THE ALLOWANCE OF A GRACE PERIOD
BEFORE CHARGING A PENALTY FOR LATE PAYMENT OF TAXES**

WHEREAS, N.J.S.A. 54:4-67 allows the governing body to fix the rate of interest to be charged for the nonpayment of taxes or assessments on or before the date when they would become delinquent, and may provide that no interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same became payable; and

WHEREAS, the Mayor and Common Council of the City of Linwood are desirous of so authorizing the Linwood Tax Collector to allow such a grace period of taxes, assessments and sewer charges;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Linwood, that the Linwood City Tax Collector is hereby duly authorized, empowered and directed to charge a penalty starting on February 11, 2024 for the first quarter, May 11, 2024 for the second quarter, August 11, 2024 for the third quarter and November 11, 2024 for the fourth quarter.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 8, 2024

A RESOLUTION AUTHORIZING THE IMPOSITION OF A PENALTY
ON TAX DELINQUENCIES IN EXCESS OF \$10,000.00

WHEREAS, N.J.S.A. 54:4-67 allows the governing body to charge a taxpayer having a tax delinquency in excess of \$10,000.00 at the end of the calendar year, an amount not to exceed 6% of said delinquency; and

WHEREAS, the Mayor and Common Council of the City of Linwood are desirous of so authorizing the Linwood Tax Collector to assess such a penalty;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Linwood, that the Linwood Tax Collector be and is hereby duly authorized, empowered and directed to charge a penalty in the amount of 6% for all delinquent taxes, assessments, or other municipal liens or charges in excess of \$10,000.00 which have not been paid prior to the end of this calendar year.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 9, 2024

A RESOLUTION NAMING OFFICIAL NEWSPAPERS FOR PURPOSES
OF PUBLICATION

BE IT RESOLVED, by the Common Council of the City of Linwood, New Jersey, that the following are hereby designated as official newspapers for the City of Linwood, for the publication of Ordinances, Resolutions, special notices, bids and sale of land, etc. for the City of Linwood for the year 2024:

The Mainland Journal

The Press of Atlantic City

Ocean City Sentinel

The Current of Northfield, Linwood & Somers Point

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 10, 2024

A RESOLUTION APPOINTING AN AUTHORIZED AGENT FOR THE SALE OF CITY OWNED
LAND AND/OR PROPERTY

WHEREAS, there appears to be a need for the appointment of an authorized agent for the sale of City owned land and/or property;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the City Solicitor be and is hereby appointed the aforementioned agent in and for the City of Linwood for a term commencing January 1, 2024 and ending December 31, 2024.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 11, 2024

A RESOLUTION APPOINTING THE TAX ASSESSOR AS AGENT IN APPEALS
TO REDUCE ASSESSMENTS FOR THE YEAR 2024

WHEREAS, from time to time the Tax Assessor discovers an error in calculation, transposing, measurement or typographical errors in the tax assessment on the tax list after the time for County Board of Taxation has certified the tax rates for the year; and

WHEREAS, if the above discovered errors are not corrected, the taxpayers effected would be paying more than their fair share of taxes; and

WHEREAS, the method of correcting such errors is to file a Petition of Appeal for the current tax year with the County Board of Taxation; and

WHEREAS, the error was not caused by the taxpayer;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Tax Assessor is hereby authorized to act as the agent of the Taxing District and file a Petition of Appeal for the tax year 2024 with the Atlantic County Board of Taxation to correct such error and lower such assessments to the correct value; and

That a certified copy of this resolution be forwarded to the Atlantic County Board of Taxation with any such Petition of Appeal.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 12, 2024

A RESOLUTION DESIGNATING THE PUBLIC AGENCY
COMPLIANCE OFFICER FOR THE CITY OF LINWOOD

WHEREAS, the State of New Jersey requires the designation of a Public Agency Compliance Officer (P.A.C.O.) by a municipality; and

WHEREAS, the P.A.C.O. is the liaison official for all matters concerning P.L. 1975, C. 127 (N.J.A.C. 17:27) and must have the authority to recommend the appropriate corrections to the agency's contracting procedures; and

WHEREAS, the Common Council of the City of Linwood is desirous of designating a Public Agency Compliance Officer for the City of Linwood;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the City Clerk, be and is hereby designated as the Public Agency Compliance Officer (P.A.C.O) for the City of Linwood effective immediately.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 13, 2024

A RESOLUTION ADOPTING ROBERT'S RULES OF ORDER AND ESTABLISHING RULE OF ORDER AND CONDUCT FOR ALL CITY COUNCIL, CAUCUS, AND SPECIAL MEETINGS IN THE CITY OF LINWOOD

WHEREAS, the Linwood Common Council is desirous of adopting Robert's Rules of Order Revised as the rules and procedures to be followed by the Council for the conduct of meetings; and

WHEREAS, it is in the interest of the City of Linwood to adopt standing rules of order and regulations for participation at City Council Meetings for the purpose of promoting efficiency and ensuring that the public has a fair opportunity to comment when permitted to do so;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Linwood hereby adopts the following standing rules of order and conduct for City Council Meetings:

- A. Adoption of Roberts Rules of Order.
 - a. City Council meetings shall use Robert's Rules of Order, 11th edition, as a guide to meeting procedures.
- B. Regulations of Participation at City Council Meetings.
 - a. The Chair must recognize a speaker.
 - b. The person must state his or her name, and address of residence for the record.
 - c. All persons recognized by the Chair must engage in respectful and orderly discourse. In the event of disrespectful, vulgar or inflammatory discourse, the Chair may exercise discretion and terminate the person's right to speak.
 - d. Members of the public shall be given up to five minutes to address the Governing Body regardless of the number of issues during the Public Portion of the meeting and shall not be entitled to "borrow" time from others. At the discretion of the Chair, and subject to the consent by the majority of the Council at a given meeting, this time allocation may be relaxed and extended, which relaxation or suspension shall not constitute a binding precedent for other speakers on other issues. The limitations imposed herein relate solely to the Public portion of the meeting and are not intended to apply to the Regular Business Meeting.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 14, 2024

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO ENTER INTO A CONTRACT WITH THE ATTACHED LIST OF VENDORS FOR STATE CONTRACT PURCHASES

WHEREAS, the City of Linwood, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, the City of Linwood has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the City of Linwood intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;

NOW, THEREFORE, BE IT RESOLVED, that the City of Linwood authorizes the Chief Financial Officer or Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts;

BE IT FURTHER RESOLVED, that the governing body of the City of Linwood pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Financial Officer;

BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Linwood and the Referenced State Contract Vendors shall be from January 1, 2024 to December 31, 2024.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Referenced State Contract Vendors

| <u>Commodity/Service</u> | <u>Vendor</u> | <u>Amount/State Contract #</u> |
|--------------------------|---------------|--------------------------------|
| Office supplies | Staples Inc. | \$20,000.00 |
| Computers | Dell, Inc. | \$30,000.00 |

RESOLUTION No. 16, 2024

A RESOLUTION AUTHORIZING THE CANCELING OF SMALL BALANCES

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Municipal Tax Collector is hereby authorized to process the cancellation of tax refunds or delinquencies of less than Ten (\$10.00) Dollars for calendar year 2024 in accordance with N.J.S.A 40A:5-17-1.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 17, 2024

A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO SUBSTITUTE TWO MAILINGS
IN LIEU OF ADVERTISING OF THE TAX SALE TO BE HELD IN 2024

WHEREAS, State statute N.J.S.A. 54:5-26 allows the tax collector the option to substitute one or two mailings for one or two of advertising and charge a fee up to \$25.00 per mailing; and

WHEREAS, the collector will send out two separate mailings in lieu of advertising and will advertise at least two weeks prior to the tax sale in 2024 all in accordance with State statute;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the collector shall be and is authorized to substitute two advertisings with mailing of notices of tax sale.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 18, 2024

A RESOLUTION CONFIRMING MAYORAL APPOINTMENTS FOR THE YEAR 2024

WHEREAS, the Mayor has made certain appointments with regard to various Board and positions in the City of Linwood; and

WHEREAS, the Common Council is desirous of concurring in said appointments;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Linwood that the Mayor's appointments are hereby endorsed and the Common Council concurs in all of said appointments listed below.

| <u>Appointee</u> | <u>Board</u> | <u>Term</u> | <u>Expiration</u> |
|----------------------|--------------------------------|-------------|-------------------|
| Robert Bishop | Economic Development Committee | 3 yrs | 12/31/26 |
| James Rutala | Environmental Commission | 3 yrs | 12/31/26 |
| William Purdie | Environmental Commission | 3 yrs | 12/31/26 |
| June Byrnes | Library Board | 5 yrs | 12/31/28 |
| MaryLou Breidenstine | Library Board (unexpired term) | 5 yrs | 12/31/24 |
| Thomas Kimble | Planning Board | 4 yrs | 12/31/27 |
| Mitchell Gurwicz | Planning Board | 4 yrs | 12/31/27 |
| James Malamut | Planning Board (Alt. #1) | 2 yrs | 12/31/25 |
| Junetta Dix | Planning Board (Alt. #2) | 2 yrs | 12/31/25 |
| Leigh Ann Napoli | Planning Board | 1 yr | 12/31/24 |
| Blair Albright | Planning Board | 1 yr | 12/31/24 |

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 19, 2024

A RESOLUTION APPOINTING STEVE CUNNINGHAM AND REAPPOINTING TIM LONGNECKER AS DEPUTY EMERGENCY MANAGEMENT COORDINATORS FOR THE CITY OF LINWOOD

WHEREAS, there exists a need for an appointment of a Deputy Emergency Management Coordinator in the City of Linwood; and

WHEREAS, the Mayor has appointed Steve Cunningham and Tim Longnecker to the positions of Deputy Emergency Management Coordinator; and

WHEREAS, the Common Council of the City of Linwood is desirous of confirming such appointments;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Mayor's appointment of Steve Cunningham and reappointment of Tim Longnecker to the positions of Deputy Emergency Management Coordinator for a one-year term expiring on December 31, 2024, be and are hereby confirmed.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 20, 2024

A RESOLUTION AWARDING A CONTRACT TO JOEL M. FLEISHMAN AS MUNICIPAL BOND COUNSEL FOR THE YEAR 2024 FOR THE CITY OF LINWOOD

WHEREAS, there exists within the City of Linwood, New Jersey the need for a Municipal Bond Counsel; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisitions will exceed \$17,500; and

WHEREAS, a Request for Proposals was published in The Press on November 28, 2023; and

WHEREAS, proposals were received, publicly opened and announced on December 21, 2023 at 10:00 a.m. prevailing time; and

WHEREAS, the proposals submitted have been reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, New Jersey, that Joel M. Fleishman, Esquire of the firm of Fleishman & Daniels Law Offices, LLC be and is hereby appointed Municipal Bond Counsel for the City of Linwood for a term which expires on December 31, 2024 and the Mayor and Municipal Clerk are hereby authorized and directed to execute a contract for the above mentioned services.

BE IT FURTHER RESOLVED, that this contract is awarded pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq.

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 Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 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: 12-27-2023
Re: Availability of Funds-Bond Counsel

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under various capital ordinances in the capital budget as well as legal services in the operating budget. Funds will be encumbered to Fleishman Daniels Law Offices LLC, 646 Ocean Heights Ave. Suite 103 Linwood, NJ 08221.

FEE AGREEMENT

THIS AGREEMENT made on this ___ day January, 2024, effective as of January 1, 2024, between the **CITY OF LINWOOD**, a body politic of the State of New Jersey, herein designated as the “City”, party of the first part, and **FLEISHMAN DANIELS LAW OFFICES, LLC**, a New Jersey limited liability company, 313 Wabash Avenue, Linwood, New Jersey 08221, attorney-at-law, hereinafter designated “Bond Counsel”, party of the second part:

WITNESSETH:

I. The City desires to authorize and issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey and to finance such capital projects through temporary and/or permanent obligations at the most advantageous terms available to it.

II. Bond Counsel, in connection of the making and the signing of the within agreement, agrees to render the following services:

1. Bond Counsel will prepare and/or review all bond ordinances adopted, or to be adopted, by the governing body, with respect to any 2024 bond issuance of the City;
2. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes, with respect to any 2024 bond issuance of the City;
3. When the City determines to issue such bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the City’s Solicitor for review. Bond Counsel will seek the advice of the City’s Auditor in connection with the appropriate maturity schedule for the bonds to be sold, and will assist in the preparation of the Official Statement. Bond Counsel will see to the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for the new issues of New Jersey municipal bonds of this type. Bond Counsel will arrange for the printing of the notice of sale in The Bond Buyer and will answer any inquiries made by the investment community concerning this bond sale. Bond Counsel will attend the bond sale and will render legal advice, as necessary, concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and

FLEISHMAN ♦ DANIELS LAW OFFICES, LLC
Joel M. Fleishman, Esquire
313 Wabash Avenue
Linwood, New Jersey 08221

will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will, further, attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds;

4. When the City determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes and will submit them to the City's Solicitor for review. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Normally, it is not necessary for Bond Counsel to attend the closing for the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the City's Solicitor for execution and delivery;
5. Bond Counsel will provide for basic advice in regard to the effect of the federal arbitrage regulations on the issuance of these bonds and the investment of the proceeds thereof; and
6. Bond Counsel will provide for basic advice in regard to the required contractual agreement between the City and the underwriter.

III. The City will make payments to Bond Counsel for services rendered in accordance with the following schedule:

1. For services rendered in connection with each bond sale, a fee of \$3,500.00 plus \$1.00 per thousand dollars of bonds issued, with a minimum fee of \$9,500.00 for any bond issue under \$5,000,000. For any bond issue of \$5,000,000 or over - \$3,500.00 plus \$1.00 per thousand dollars of bonds with a minimum fee of \$13,500.00. For more complicated transactions involving refunding's of outstanding bond issues, we will establish a fixed fee with the City to be determined based upon the type of transaction involved.
2. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record or proceedings in connection therewith, a fee of \$650.00 for each single purpose or multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be additional fees to be charged at a fixed hourly rate of \$185.00 per hour for attorney time and \$105.00 per hour for legal assistant time. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

FLEISHMAN ♦ DANIELS LAW OFFICES, LLC
Joel M. Fleishman, Esquire
313 Wabash Avenue
Linwood, New Jersey 08221

3. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$500.00 plus an amount equal to \$.50 per thousand of bond anticipation notes or tax anticipation notes issued, with a minimum fee of \$2,850.00. If additional services are required, such as with issues involving advance refunding or the combination of numerous ordinances, the additional time required will be billed at the fixed hourly rate of \$185.00 per hour.
 4. For a temporary financing that involves the use of an Official Statement, the fee determined under Section III, Paragraph 2, above, shall be increased as follows:
 - a. If Bond Counsel is required to prepare the Preliminary Official Statement and "final" Official Statement, the sum of Five Thousand Dollars (\$5,000.00); or
 - b. If Bond Counsel's role is "review only" of the Preliminary Official Statement and "final" Official Statement, the sum of Three Thousand Five Hundred Dollars (\$3,500.00).
 5. For matters involving the New Jersey Environmental Infrastructure Financing Program, we will continue to provide our legal services at the fixed hourly rate of \$185.00 per hour for attorney time and \$105.00 per hour for legal assistant time.
 6. Bill(s) will include fees and any disbursements made on your behalf, including telephone toll calls, photocopying, postage, traveling expenses (other than local), filing fees, advertising expenses relating to The Bond Buyer and other out-of-pocket expenses.
- IV. During the performance of this Agreement, the following terms shall apply:
1. Bond Counsel will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Bond Counsel will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rate of pay or other forms of compensation; and selection for training; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bond Counsel agrees to post in conspicuous places, available to employees and

- applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
2. Bond Counsel will, in all solicitations or advertisements for employees placed by or on behalf of Bond Counsel, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
 3. Bond Counsel, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of Bond Counsel's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
 4. Bond Counsel agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
 5. Bond Counsel agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1985, c. 127, as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1985, c. 127, as amended and supplemented from time to time;
 6. Bond Counsel agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 7. Bond Counsel agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by statutes and the court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions; and
 8. Bond Counsel agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status or sex, and

conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

IN WITNESS WHEREOF, the City of Linwood has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has executed this Agreement as of the date and year first above written.

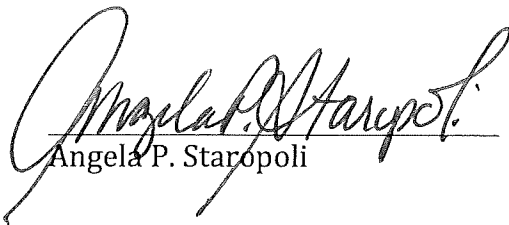
ATTEST:

CITY OF LINWOOD

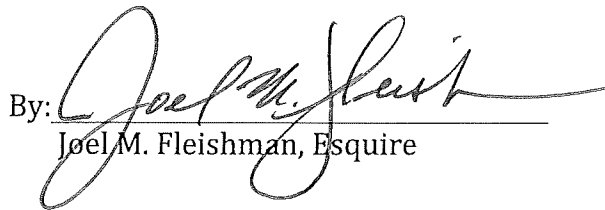
By: _____

WITNESS:

**BOND COUNSEL:
FLEISHMAN-DANIELS LAW OFFICES, LLC**



Angela P. Staropoli

By: 

Joel M. Fleishman, Esquire

RESOLUTION No. 21, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO FORD SCOTT & ASSOCIATES, LLC AS MUNICIPAL AUDITOR

WHEREAS, the City of Linwood has a need to acquire services as Municipal Auditor as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A. 19:44A-20.4(or 20.5 as appropriate); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year and may be extended as approved by the Governing Body; and

WHEREAS, Leon P. Costello of the firm Ford Scott & Associates, LLC has submitted a letter of intent dated November 21, 2023 indicating he will provide Municipal Auditing services; and

WHEREAS, Leon P. Costello of the firm Ford Scott & Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Leon P. Costello of the firm Ford Scott & Associates, LLC has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Leon P. Costello of the firm Ford Scott & Associates, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, State of New Jersey that:

1. The Common Council authorizes the Mayor to enter into a contract with Leon P. Costello of the firm Ford Scott & Associates, LLC as described herein; and,
2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.
5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

RESOLUTION NO. 21, 2024
PAGE 2

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 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: 12-27-2023
Re: Availability of Funds-Audit Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$32,000.00 will be available under Audit Services in the operating Budget. Funds will be encumbered to Ford-Scott & Associates, LLC, PO Box 538 Ocean City, NJ 08226-0538.



FORD - SCOTT

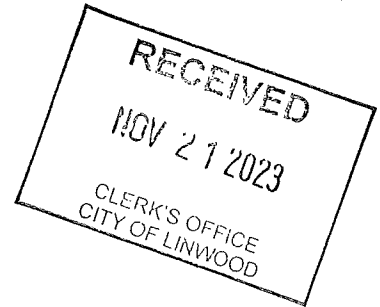
& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226

PHONE 609.399.6333 • FAX 609.399.3710

www.ford-scott.com



November 21, 2023

Mayor and Governing Body
and Chief Financial Officer
City of Linwood
400 Poplar Avenue
Linwood, NJ 08221

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide to the City of Linwood for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements, which collectively comprise the basic financial statements, of the City of Linwood as of and for the year ended December 31, 2023. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Assistance in the preparation of the 2024 Local Municipal Budget from information provided to us by officials of the City of Linwood.
- Assistance in the preparation of the 2023 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the City of Linwood.
- Assistance in the preparation of the 2023 Financial Statements and related notes utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the City of Linwood.
- Assistance in the preparation of the 2023 Annual Debt Statement.

We have also been engaged to report on supplementary information other than required supplementary information that accompanies the City of Linwood's financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance (if applicable).
- Supplemental information and schedules required by the NJ Division of Local Government Services.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists we are required to describe it in our report.

- Other Comments and Recommendations

Separately, we will also prepare and issue the following reports and documents as required by the Division of Local Government Services:

- Court Report
- Dog Report
- New Jersey Audit Questionnaire
- Uniform Construction Code Enforcement Fee Report

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the New Jersey Regulatory Basis of Accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey OMB 15-08, if applicable.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and New Jersey OMB 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and New Jersey OMB Circular 15-08, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or

noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, or any fraudulent financial reporting, or misappropriation of assets, that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, where there are conditions or events, considered in the aggregate, that raise substantial doubt about the Municipality's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include test of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, federal award programs, schedule of expenditures of state financial assistance, state award programs, compliance with laws, regulations, contracts and grant agreements, and other responsibilities required by the auditing standards generally accepted in the United States of America.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Cash
- Revenue
- Expenditures

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal controls. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance and New Jersey OMB Circular 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance and New Jersey OMB Circular 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, Uniform Guidance, and New Jersey OMB Circular 15-08.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and NJ OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. For federal and state programs that are included in the OMB Compliance Supplement and NJ OMB Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the OMB Compliance Supplement and NJ OMB Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, if applicable, and related notes of the entity in conformity with the New Jersey Regulatory Basis of Accounting prescribed by the New Jersey Division of Local Government Services, Uniform Guidance and NJ OMB 15-08 based on information provided by you. We will also assist in the preparation of the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and the related notes, if applicable, the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement, previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards and the schedule of expenditures of state financial assistance in accordance with the requirements of Uniform Guidance and New Jersey OMB Circular 15-08, if applicable. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance and related notes. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance and related notes, and any other non-audit services we provide. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all accompanying information in conformity with the New Jersey Regulatory Basis of Accounting; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and New Jersey OMB Circular 15-08; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Municipality from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, federal and state award programs, compliance with laws, regulations, contracts, and grant agreements, and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Municipality involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Municipality received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance and New Jersey OMB Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards in conformity with Uniform Guidance, and the schedule of expenditures of state financial assistance in conformity with New Jersey OMB Circular 15-08 (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and New Jersey OMB 15-08. You agree to include our report on the schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, that includes our report thereon or make the audited financial statements available to intended users of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, issued with our report thereon or make the audited financial statements readily available to intended users of the schedules of expenditures of federal awards, and the schedule of expenditures of state financial assistance, issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with Uniform Guidance, and the schedule of expenditures of state financial assistance in accordance with New Jersey OMB 15-08; (2) that you believe the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, including its form and content, are fairly presented in accordance with Uniform Guidance, and New Jersey OMB Circular 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the New Jersey Regulatory Basis of Accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes

our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will provide all documentation we request and information selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Municipality and the Division of Local Government Services, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ford, Scott & Associates, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ford, Scott & Associates, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Municipality. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$32,000. In addition, we will bill separately at our standard hourly rates for any additional services requested by the City of Linwood. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be

rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also be involved with any Bond Issues or Note Sales by assisting in the compilation of necessary data. In addition, you are responsible for all secondary market disclosure, but we will assist you in compiling the necessary statistical data. Fees for Bond Issue, Note Sales and secondary market disclosure will be billed in addition to the agreed engagement fee stated above.

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Body of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our auditor's report. Since the entity's financial statements are presented in accordance with the New Jersey Regulatory Basis of Accounting, our opinion will be adverse for presentation in accordance with the New Jersey Regulatory Basis of Accounting. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the New Jersey Regulatory Basis of Accounting, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*, and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance; and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Uniform Guidance and New Jersey OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance and New Jersey OMB 15-08. Both reports will state that the report is not suitable for any other purpose. If during our audit we become aware that the Municipality is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Linwood and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

FORD, SCOTT & ASSOCIATES, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

Leon P. Costello

Leon P. Costello
Certified Public Accountant
Registered Municipal Accountant
No. 393

RESPONSE:

This letter correctly sets forth the understanding of the City of Linwood.

By: _____
Chief Financial Officer

Title: _____

Date: _____

By: _____
Mayor

Title: _____

Date: _____

RESOLUTION No. 22, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO
JOSEPH L. YOUNGBLOOD, JR. AS MUNICIPAL LEGAL COUNSEL

WHEREAS, the City of Linwood has a need to acquire legal services as Municipal Legal Counsel as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A. 19:44A-20.4(or 20.5 as appropriate); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year and may be extended as approved by the Governing Body; and

WHEREAS, Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin & Sampoli P.A. has submitted a letter of intent dated December 5, 2023 indicating he will provide Municipal Legal Counsel services; and

WHEREAS, Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin & Sampoli P.A. has completed and submitted a Business Entity Disclosure Certification which certifies that Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin & Sampoli P.A. has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Joseph L. Youngblood, Jr., Esq., from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, State of New Jersey that:

1. The Common Council authorizes the Mayor to enter into a contract with Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin & Sampoli P.A. as described herein; and,
2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.

5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 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: 12-27-2023
Re: Availability of Funds-Solicitor

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under legal services in the operating budget. Funds will be encumbered to Youngblood, Franklin & Sampoli P.A., 1201 New Road Suite 230 Linwood, NJ 08221.

YOUNGBLOOD
FRANKLIN
& SAMPOLI P.A.
ATTORNEYS AT LAW

JOSEPH L. YOUNGBLOOD, JR.
JAMES E. FRANKLIN II

L. ANTHONY GIBSON
SPECIAL COUNSEL
TO THE FIRM

JOSEPH L. YOUNGBLOOD III
OF COUNSEL

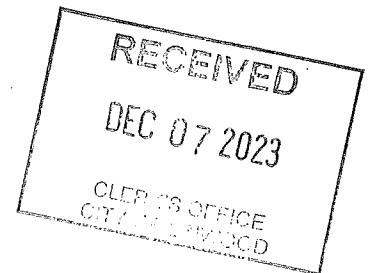
L. PATRICIA SAMPOLI
(1948 - 2020)

JOSEPH L. YOUNGBLOOD, JR.
DIRECT DIAL: 609.601.6602
EMAIL: jyoungblood@youngbloodlegal.com

December 5, 2023

Leigh Ann Napoli, Municipal Clerk
City of Linwood
400 Poplar Avenue
Linwood, New Jersey 08221

Re: City of Linwood
Our File No. L-400-JY



Dear Leigh Ann:

This letter is in response to your email under date of November 21, 2023 concerning my position as City Solicitor for the City of Linwood. Please be advised that I would like to continue in the capacity as Municipal Solicitor and be reappointed for the calendar year 2024. I would propose to continue my current rates. More specifically, I would propose that my retainer remain at \$23,000.00 per year for all standard retainer work, including but not limited to preparation for and attendance at all regular meetings, preparation of all usual resolutions and ordinances and availability to the governing body and City employees for all questions and issues pertaining to usual business matters. Any work beyond retainer, would be billed at the rate of \$150.00 per hour for myself or any other partner in the firm. Work completed by a paralegal would be billed at \$85.00 per hour. There will be no charge for any out-of-pocket expenses with the exception of copying in excess of 50 pages on a specific project, which would then be charged at \$00.15 per page.

As per your request, I am enclosing the completed Pay to Play forms. Should you require anything additional, please advise me and I will provide it.

Very truly yours,

YOUNGBLOOD FRANKLIN & SAMPOLI, PA

By: 
JOSEPH L. YOUNGBLOOD, JR., ESQUIRE

JLY:sle
Enclosure

RESOLUTION No. 23, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO VINCENT J. POLISTINA AS MUNICIPAL ENGINEER

WHEREAS, the City of Linwood has a need to acquire engineering services as Municipal Engineer as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A. 19:44A-20.4(or 20.5 as appropriate); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and,

WHEREAS, the term of this contract is three years; and

WHEREAS, Vincent J. Polistina of the firm Polistina & Associates, LLC has submitted a letter of intent dated December 13, 2023 indicating he will provide Municipal Engineering services; and

WHEREAS, Vincent J. Polistina of the firm Polistina & Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Vincent J. Polistina of the firm Polistina & Associates, LLC has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Vincent J. Polistina from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, State of New Jersey that:

1. The Common Council authorizes the Mayor to enter into a contract with Vincent J. Polistina of the firm Polistina & Associates, LLC as described herein; and,
2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.
5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

RESOLUTION NO. 23, 2024

PAGE 2

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 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: 12-27-2023
Re: Availability of Funds-City Engineer

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under various capital ordinances in the capital budget as well as engineering professional services in the operating budget. Funds will be encumbered to Polistina & Associates, LLC, 6684 Washington Ave, Egg Harbor Township, NJ 08234.

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



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

December 13, 2023

Ms. Leigh Ann Napoli, RMC
City Clerk
City of Linwood
400 Poplar Avenue
Linwood, NJ 08221



Re: Request for Qualifications - Municipal Engineer

Dear Leigh Ann:

Please accept the following as our request to continue with the municipal engineering services on behalf of the City of Linwood. I have enjoyed the time spent as the municipal engineer for the City of Linwood and would like to continue to serve the City.

Polistina & Associates represents a diverse group of public agencies, private clients and municipalities throughout southern New Jersey. Some of our current municipal clients besides the City of Linwood include Egg Harbor Township, the Borough of Folsom, the Egg Harbor Township Municipal Utilities Authority, the Hamilton Township Municipal Utilities Authority, the City of Somers Point (Utility Engineer), the Galloway Township Planning / Zoning Boards, the Cape May Planning and Zoning Boards, the Borough of Folsom Planning and Zoning Boards, the Hamilton Township Planning Board, and the Atlantic City Municipal Utilities Authority. Our firm's familiarity with CAFRA regulations comes from our experience in serving land use boards in municipalities located within these jurisdictions. Polistina & Associates also is experienced in preparing Master Plan reports and Master Plan Re-Examination reports for municipalities.

Polistina & Associates is serving as the Borough Engineer for the Borough of Folsom and has provided engineering, inspection and construction management services to various municipalities for many years. As the municipal engineer, our firm has been responsible for various municipal engineering services and has experience in all aspects of providing engineering services on behalf of public entities. We are responsible for the maintenance of the municipal tax assessment maps, road maps, zoning maps, and have undertaken diverse projects for the towns including road improvement projects, park / recreation projects, public works projects / buildings, utility projects, curb / sidewalk projects, landscaping projects, surveying and Geographic Information System (GIS) projects, sanitary sewer and water systems, pump stations, etc.

Polistina & Associates is fully versed in all of the various grants that the City is eligible for. We have a proven track record of obtaining and administering grants through the New Jersey Department of Transportation, the New Jersey Environmental Infrastructure Trust, the New Jersey Turnpike Authority, and the New Jersey Department of Community Affairs along with various other state / county / local grants that the City may seek. We have an excellent working relationship with all of the state / county / local entities on preparing and seeking grants which assist the City on some of their capital / infrastructure / planning needs.

Polistina & Associates prides ourselves on maintaining an excellent working relationship with the staff in our municipal clients' departments in order to provide all engineering services in an efficient and cost effective manner. We believe that we have been very successful over the past years with providing excellent municipal engineering services for all of our clients and being responsive to the municipalities and staff whenever required and we look forward to continuing these services to the City of Linwood.

Vince Polistina, PE, PP, CME will be the individual who will perform the task (including all reviews and attendance at all required meetings) of Municipal Engineer. Vincent Polistina, PE, PP, CME has over twenty-five (25) years of experience in municipal engineering and municipal planning. Mr. Polistina currently serves as the Authority Engineer for the Egg Harbor Township Municipal Utilities Authority, the Authority Engineer for the Hamilton Township Municipal Utilities Authority, the Township Planner for Egg Harbor Township, the Board Engineer for the Galloway Township Planning Board, the Board Planner for Hamilton Township Planning Board, and the Municipal Engineer for the Borough of Folsom, along with the City Engineer for the City of Linwood.

In the event that the primary individual is unavailable, Jennifer L. Heller, PP, AICP will be designated as the back-up to perform all of the tasks and duties required of the Municipal Engineer for the for the City of Linwood. Ms. Heller currently attends all meetings and provides municipal engineering and planning services to the City on behalf of the firm. Ms. Heller has assisted the City with grant applications, capital improvement projects, and zoning assistance. Ms. Heller also represents the firm at the Linwood Land Use Board meetings and the Technical Review Committee meetings.

The primary and back-up engineers, Vince Polistina & Jen Heller, currently work out of the company's main office located at 6684 Washington Avenue in Egg Harbor Township along with several associate engineers and our inspection staff. Mr. Polistina resides at 3540 Bargaintown Road in Egg Harbor Township, and with the location of the firm's main office, our staff is within fifteen (15) minutes of the City at all times so we are able to provide all services in a timely manner.

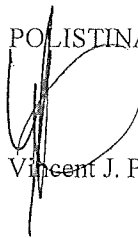
We have included a proposed rate schedule for the City of Linwood for the municipal engineering services in 2024. In addition, should the City desire to enter into a contract for a three (3) year term, Polistina & Associates will maintain the same rates for the duration of the contract.

We thank you for the opportunity to submit this correspondence and look forward to discussing Polistina & Associates' role as the Municipal Engineer for the City of Linwood.

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

Very truly yours,

POLISTINA & ASSOCIATES



Vincent J. Polistina, PE, PP, CME



2024 Rate Schedule

Polistina & Associates proposes to provide all professional services required under a reimbursable method of compensation. The following is a list of the disciplines and respective hourly rates for the year 2024.

| Discipline..... | Hourly Rates |
|---|--------------------------|
| Professional Engineers/Planners..... | \$135.00 / Hr. |
| Engineer-in-Training..... | \$80.00 - \$125.00 / Hr. |
| Draftsperson | \$70.00 - \$115.00 / Hr. |
| Graduate Engineers / Graduate Planners..... | \$80.00 - \$125.00 / Hr. |
| Survey Crew..... | \$160.00 / Hr. |
| Inspectors..... | \$70.00 - \$110.00 / Hr. |
| Support Staff..... | \$40.00 - \$75.00 / Hr. |

RESOLUTION No. 24, 2024

A RESOLUTION AUTHORIZING THE APPOINTMENT OF GLENN INSURANCE AS THE RISK MANAGEMENT CONSULTANT FOR THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Common Council of the City of Linwood is a member of the Atlantic County Municipal Joint Insurance Fund, a self insurance pooling fund; and

WHEREAS, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws; and

WHEREAS, the JIF Bylaws indicate a fee not to exceed six percent (6%) of the municipal assessment (as dictated by the accompanying agreement) which expenditure represents reasonable compensation for the services required and was included in the cost considered by the Governing Body; and

WHEREAS, N.J.S.A. 40A:11-5(1)(m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspecifiable service; and

WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood does hereby appoint Glenn Insurance, Inc. as its Risk Management Consultant in accordance with 40A:11-5;

BE IT FURTHER RESOLVED, that the Governing Body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to N.J.S.A. 40A:11-5 (1), (a), (i).

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

RESOLUTION NO. 24, 2024
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



Absecon Office

500 East Absecon Boulevard
PO Box 365
Absecon, NJ 08201-0365
609.641.3000 | 1.888.OK GLENN
Fax 609.641.2355

Malaga Office

333 Dutch Mill Road
PO Box 376
Malaga, NJ 08328
856.692.4500 | 856.694.2222
Fax 856.694.2279

November 20, 2023

Leigh Ann Napoli, RMC, CMR, MPA
Municipal Clerk
City of Linwood
400 Poplar Ave.
Linwood, NJ 08221

RE: Risk Management Consultant
ACM Joint Insurance Fund
Effective 1/1/24

Dear Ms. Napoli,

Please be advised that Glenn Insurance Inc. requests to be re-appointed as your Risk Management Consultant in the Atlantic Cape May Joint Insurance Fund. Our proposed fee for these services as outlined in the agreement will be a flat fee of \$14,000.

This fee represents a percentage of about 3% of your annual assessment; the JIF average for all brokers.

We will continue to be an active member of your accident review panel and safety committee and also be available to assist and guide you in all insurance matters.

We thank you for your past support and looking forward to our re-appointment.

Please contact me with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert G. Devanna", written over a horizontal line.

Robert G. Devanna
Commercial Sales Executive

24-25 RMC Request

RISK MANAGEMENT CONSULTANT AGREEMENT
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

This Agreement, entered into this 1 day of January, 2024, between the City of Linwood (hereinafter referred to as the "Municipality") and Glenn Insurance, Inc., a Corporation of the State of New Jersey, and Robert Devanna, the responsible agent, having their principal office located at 500 E. Absecon Boulevard, Absecon, New Jersey 08201 (hereinafter referred to as the "Consultant").

WHEREAS, the Consultant has offered the services to the Municipality as the Professional Risk Management Consultant as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund; and

WHEREAS, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on January 1, 2024;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth in this Agreement, agree as follows:

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:
 - A) The Consultant shall assist the Municipality in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
 - B) The Consultant shall assist the Municipality in understanding and selecting the various types of coverage available from the Atlantic County Municipal Joint Insurance Fund.
 - C) The Consultant shall review with the Municipality any additional types of coverage that the Consultant believes the Municipality should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the Municipality.
 - D) The Consultant shall assist the Municipality in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
 - E) The Consultant shall review the Municipality's annual assessment as prepared by the Fund, and shall assist the Municipality in the preparation of its annual insurance budget.
 - F) The Consultant shall review the loss and engineering reports for the Municipality, and shall assist the Safety Committee in its loss containment objectives within the Municipality.

- G) The Consultant shall attend and actively participate in the Municipality's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the Municipality's Member Accident Review Panel meetings and assist the Municipality in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the Municipality in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the Municipality in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall review the Municipality's loss data on a regular basis and prepare reports to the Municipality on recent losses, open claims, and loss trends.
- L) The Consultant shall assist the Municipality by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- M) The Consultant shall assist the Municipality and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- N) The Consultant shall order Certificates of Insurance from the Fund.
- O) The Consultant shall review Certificates of Insurance received by the Municipality.
- P) The Consultant shall review proposed contracts between the Municipality and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- Q) The Consultant shall evaluate and advise the Municipality on the risk management aspects of public events being staged or sponsored by the Municipality.
- R) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- S) The Consultant shall respond to questions regarding coverage from the Municipality's officials.
- T) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
- U) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
- V) The Consultant shall execute and file with the Municipality, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.

W) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the Municipality outlining the Municipality's Insurance and Safety Program.

X) The Consultant shall perform any other services required by the Fund's Bylaws.

2. The term of this Agreement shall be for a period of one (1) year commencing the first day of **January, 2024**, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement.
3. The Fund Bylaws allow the Municipality to pay its Consultant for services rendered no more than 6% of the Municipalities gross assessment; therefore, the Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, a flat fee dollar amount of fourteen thousand dollars (\$14,000.00). Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by the Fund, the Consultant shall receive as his full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Paragraph 3 of this Agreement.
5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: _____
(signature)

MUNICIPALITY: _____
(signature)

PRINT NAME: _____

PRINT REP NAME: _____

DATE: _____

ATTEST: _____
(signature)

CONSULTANT: _____
(signature)

PRINT NAME: _____

PRINT NAME: _____

PRINT FIRM: _____

DATE: _____

RESOLUTION No. 25, 2024

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BINGO LICENSE, #2024-02, TO OUR LADY OF SORROWS

WHEREAS, Our Lady of Sorrows has applied for a Bingo License to conduct games on January 26, 2024, February 2, 9, 16, 23, 2024, March 1, 8, 15, 2024, April 5, 12, 19, 26, 2024, May 3, 10, 17, 24, 31, 2024, June 7, 14, 21, 28, 2024, July 5, 12, 19, 26, 2024, August 2, 9, 16, 23, 30, 2024, September 13, 16, 20, 27, 2024, October 4, 11, 18, 25, 2024, November 1, 8, 15, 2024, and December 6, 13, 20, 2024; and

WHEREAS, Our Lady of Sorrows has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-1-14250;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Bingo License be issued to Our Lady of Sorrows and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

OUR LADY OF SORROWS CHURCH BINGO

ADMISSION: ONE ALL NIGHT BOOK \$3.00

ADDITIONAL BOOKS \$3.00

50/50 GAME \$1.00 PER SHEET

PROGRESSIVE GAME \$2.00 PER SHEET

EARLY BIRD \$2.00

| | |
|---|---|
| <p>FIRST SPECIAL: WHITE -BLUE BORDER REGULAR BINGO OR 4 CORNERS \$50.00 BULLSEYE \$100.00</p> | <p>SIXTH SPECIAL: WHITE-GREEN BORDER REGULAR BINGO OR 4 CORNERS - \$50.00 CRAZY LETTER "T" - \$100.00</p> |
| <p>SECOND SPECIAL: WHITE-RED BORDER EARLY BIRD LUCKY 7 \$50 NOT IN BOOK</p> | <p>SEVENTH SPECIAL: WHITE-YELLOW BORDER REGULAR BINGO OR 4 CORNERS - \$50.00 CRAZY LETTER "L" \$100.00</p> |
| <p>THIRD SPECIAL: WHITE-ORANGE BORDER REGULAR BINGO OR 4 CORNERS \$50.00 LETTER "X" - \$100.00</p> | <p>EIGHTH SPECIAL WHITE-PINK BORDER DOUBLE BINGO - \$150.00</p> |
| <p>FOURTH SPECIAL: SHADED PINK SHEET DOUBLE POSTAGE STAMP 50/50 GAME NOT IN BOOK (PRIZE TBA)</p> | <p>NINTH SPECIAL: SHADED PURPLE SHEET PLUS SIGN & 4 CORNERS 50/50GAME NOT IN BOOK (PRIZE TBA)</p> |
| <p>FIFTH SPECIAL: SHADED BLUE SHEET BIG DIAMOND 50/50 GAME NOT IN BOOK (TBA)</p> | <p>TENTH SPECIAL: WHITE-PURPLE BORDER PROGRESSIVE JACKPOT COVERALL NOT IN BOOK (PRIZE TBA)</p> |
| <p>INTERMISSION 10 MINUTES</p> | <p>ELEVENTH SPECIAL: WHITE-GRAY BORDER BLOCK OF NINE - \$200.00</p> |

ELECTRONIC FLASHBOARD IS FOR YOUR CONVENIENCE,
IT IS NOT OFFICIAL

This sheet is your receipt. Please exhibit it at all times.

ALL PLAYERS MUST BE OVER 18 YEARS OF AGE.

Our Lady of Sorrows, 724 Maple Avenue, Linwood, NJ 08221, 609-927-1154
MANAGEMENT RESERVES THE RIGHT TO REDUCE PRIZES BY

50% IF THERE ARE LESS THAN 72 PEOPLE.

OUR LADY OF SORROWS CHURCH BINGO

ADMISSION: ONE ALL NIGHT BOOK \$3.00

ADDITIONAL BOOKS \$3.00

50/50 GAME \$1.00 PER SHEET

PROGRESSIVE GAME \$2.00 PER SHEET

EARLY BIRD \$2.00

| | |
|---|---|
| <p>FIRST SPECIAL: WHITE -BLUE BORDER REGULAR BINGO OR 4 CORNERS \$50.00 BULLSEYE \$100.00</p> | <p>SIXTH SPECIAL: WHITE-GREEN BORDER REGULAR BINGO OR 4 CORNERS - \$50.00 CRAZY LETTER "T" - \$100.00</p> |
| <p>SECOND SPECIAL: WHITE-RED BORDER EARLY BIRD LUCKY 7 \$50 NOT IN BOOK</p> | <p>SEVENTH SPECIAL: WHITE-YELLOW BORDER REGULAR BINGO OR 4 CORNERS - \$50.00 CRAZY LETTER "L" \$100.00</p> |
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Our Lady of Sorrows, 724 Maple Avenue, Linwood, NJ 08221, 609-927-1154
MANAGEMENT RESERVES THE RIGHT TO REDUCE PRIZES BY

50% IF THERE ARE LESS THAN 72 PEOPLE.

Part I - Statement of Applicant and member(s) in charge

State of New Jersey

County of Atlantic

} ss.

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Bingo Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Bingo Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. All prizes offered for games conducted on a single occasion will not exceed the limit on the sum or retail value of prizes as provided by the Bingo Licensing Law (N.J.S.A. 5:8-25 et seq.) and N.J.A.C. 13:47-6.16 and 13:47-7.2.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this

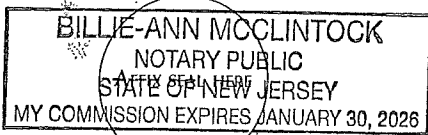
18th day of December, 20 23

Billieann McClintock

Notary Public (Print name)

Billieann McClintock

Signature of Notary Public



Fr. Paul D. Harte
Signature of Officer and Title

Melody Hull
Signature of Member-in-Charge

Donald Federico
Signature of Member-in-Charge

Harry Mather
Signature of Member-in-Charge

Joseph Yancee
Signature of Member-in-Charge

If more space is needed in any section of this application, insert extra sheets of paper.

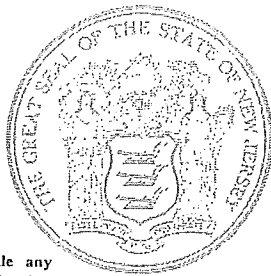
Applicant's registration slip from the Legalized Games of Chance Control Commission must be presented to the Municipal Clerk with this application.

Effective date: 01/01/2024

Expiration date: 12/31/2025

Registration identification: 257-1-14250

Our Lady of Sorrows Church
724 MAPLE AVE
LINWOOD, NJ 08221



New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration. This Registration Certificate may only be utilized by the above-named organization.

Mail to: Our Lady of Sorrows Church
724 MAPLE AVE
LINWOOD, NJ, 08221
Attn:

A handwritten signature in black ink, appearing to read "E. Barrett".

Edward F. Barrett, Secretary
Legalized Games of Chance Control Commission

RESOLUTION No. 26, 2024

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2024-02,
TO OUR LADY OF SORROWS

WHEREAS, Our Lady of Sorrows has applied for a Raffle License to conduct games from January 27, 2024 to December 20, 2024; and

WHEREAS, Our Lady of Sorrows has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 257-1-14250;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to Our Lady of Sorrows and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 Legalized Games of Chance Control Commission
 124 Halsey Street, 6th Floor, P.O. Box 46000
 Newark, New Jersey 07101
 (973) 273-8000

Application for a Raffle License

Application No. RA 02-2024
 Identification No. 257-1-14250

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: LINWOOD

Part A - General

- Name of applying organization: OUR LADY OF SORROWS CHURCH
- Street address of headquarters: 724 MAPLE AVENUE, LINWOOD, NJ 08221
- Mailing address (if different): _____
- A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

| Date | Hours | Date | Hours |
|--|------------------|-------|-------|
| <u>INSTANT RAFFLE FROM</u> | <u>6 PM-9 PM</u> | _____ | _____ |
| <u>JANUARY 27, 2024-DECEMBER 20,2024</u> | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

- Address of place where raffles will be played: SAME AS ABOVE
- Does the applicant own the premises or regularly occupy them for its general purposes? Yes No
- If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

| Item of Expense | Name and address of supplier | Purpose |
|-------------------------------|--|-------------------|
| <u>INSTANT RAFFLE TICKETS</u> | <u>ATLANTIC BINGO SUPPLY, LLC</u> | <u>FUNDRAISER</u> |
| _____ | <u>1700 MIDWAY RD, OGDENTON, MD 21113</u> | _____ |
| _____ | <u>1-80-638-0144</u> | _____ |
| <u>FEES</u> | <u>CITY OF LINWOOD</u> | <u>LICENSE</u> |
| <u>FEES</u> | <u>STATE OF NJ LEGALIZED GAMES OF CHANCE</u> | <u>LICENSE</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Part 1 - Statement of Applicant and member(s) in charge

State of New Jersey

} ss.

County of ATLANTIC

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this

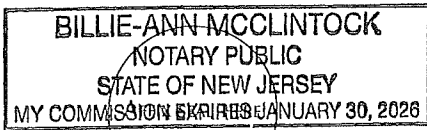
18th day of December, 2023

Billieann M^cClintock

Notary Public (Print name)

Billieann M^cClintock

Signature of Notary Public



[Signature]
Signature of Officer and Title

[Signature]
Signature of Member-in-Charge

[Signature]
Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

If more space is needed in any section of this application, insert extra sheets of paper.

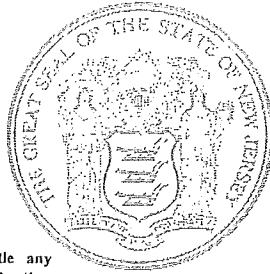
Applicant's registration slip from the Legalized Games of Chance Control Commission must be presented to the Municipal Clerk with this application.

Effective date: 01/01/2024

Expiration date: 12/31/2025

Registration identification: 257-1-14250

Our Lady of Sorrows Church
724 MAPLE AVE
LINWOOD, NJ 08221



New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration. This Registration Certificate may only be utilized by the above-named organization.

Mail to: Our Lady of Sorrows Church
724 MAPLE AVE
LINWOOD, NJ, 08221
Attn:

A handwritten signature in black ink, appearing to read "E. Barrett".

Edward F. Barrett, Secretary
Legalized Games of Chance Control Commission

RESOLUTION No. 27, 2024

A RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENT MADE BY
JANNETTE LEE SCHULER FOR BLOCK 84 LOT 4 ALSO KNOWN AS 1017 RICHARD
DRIVE

WHEREAS, Jannette Lee Schuler was the previous owner of Block 84
Lot 4 Located at 1017 Richard Drive in the taxing district of the City
of Linwood; and

Whereas, the property at 1017 Richard Drive was sold by Ms.
Schuler; and

Whereas, the City of Linwood Tax office had not yet been notified
of the sale of the property; and

WHEREAS, an automatic withdrawal on the 2023 4th quarter property
taxes was processed on behalf of Ms. Schuler; and

Whereas, Ms. Schuler is no longer the owner of record and has
requested the refund of the 2023 4th quarter taxes in the amount of
\$2,619.91 for the property taxes paid;

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 Jannette Lee Schuler in the amount of
\$2,619.91 which represents the amount of the overpayment.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood,
do hereby certify that the foregoing resolution was duly adopted at a
Reorganization Meeting of the City Council of Linwood, held this 1st
day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 28, 2024

A RESOLUTION ADOPTING A SERVICE AGREEMENT WITH EMPOWER RETIREMENT, LLC FOR A DEFERRED COMPENSATION PLAN

WHEREAS, The City of Linwood previously adopted a Deferred Compensation Plan and Service Agreement provided by Empower Annuity Insurance Company of America (f/k/a Great-West Life & Annuity Insurance Company) for the purposes of:

- the desire to attract and retain qualified employees;
- the accrual of tax benefits to eligible employees through participation in a Deferred Compensation Plan as established pursuant to *Section 457* of the *Federal Internal Revenue Code*;
- the fact that there is no cost to the local governmental unit to adopt and implement a Deferred Compensation Plan; and
- the implementation of a Deferred Compensation Plan serves the interests of the local governmental unit by enabling it to provide enhanced retirement security to its eligible employees; and

WHEREAS, Empower Annuity Insurance Company of America has assigned the provision of services to its wholly owned subsidiary, Empower Retirement, LLC, who will continue to provide the same services under an updated Service Agreement. The previously adopted Deferred Compensation Plan remains in full effect and is not being changed; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Mayor and City Clerk are hereby authorized to execute a Service Agreement with Empower Retirement, LLC, 21-SA-EMPOWER-110121, and to submit all necessary documents to the Director of the Division of Local Government Services within the State Department of Community Affairs for approval.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") sets forth the general terms and conditions under which Empower Retirement, LLC ("Empower") will provide administrative services to the undersigned Plan Sponsor with respect to Plan Sponsor's defined contribution plan (the "Plan" or "Plans") established pursuant to Code section 457(b). This Administrative Services Agreement has been approved for use in connection with retirement plans sponsored by New Jersey governmental entities, agencies and instrumentalities by the Director of the Division of Local Government Services in the Department of Community Affairs (the "Director"). Accordingly, the provisions of the Agreement and all Exhibits, amendments, addendum, and schedules thereto, shall be construed in a manner consistent with the requirements of New Jersey law, regulations and practices.

1. Definitions

"Agreement" includes this base Administrative Services Agreement as well as the attached Schedule of Services and a separately executed fee schedule or fee proposal ("Fee Schedule").

"Business Day" means any day, and only for as many hours as, the New York Stock Exchange is open.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Empower" and "Empower Retirement" refer to Empower Retirement, LLC and its affiliates with respect to products and services offered in the retirement markets, including but not limited to recordkeeping and communication services.

"Plan Sponsor" and "Employer" refer to the undersigned Employer, the Plan Sponsor, Plan Administrator, named fiduciaries, and other delegates of the Employer (other than Empower), as dictated by the context.

2. Services Provided by Empower

2.1. Services. Empower will provide the services set forth in this Agreement (collectively the "Services"). In the performance of the Services, Empower will act as a non-discretionary service provider directed by the Plan Sponsor in compliance with applicable laws and regulations. The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through GWFS Equities, Inc., a broker/dealer affiliate of Empower.

All services performed by Empower will be in accordance with the terms of the Plan and Plan Document approved by the Director pursuant to N.J.A.C. 5:37-2.1(a) This Agreement was approved by the Director and incorporates the Identifier provided by the Director as required by N.J.A.C. 5:37-2.1.

Empower will ensure that in performing its services and obligations hereunder, it will be acting in compliance with the Administration of the Plan (including accurate and adequate accounting and reporting of all funds as required by N.J.A.C. 5:37-5.4), and the requirement that the Plan shall be operated for the exclusive benefit of plan participants in accordance with N.J.A.C. 5:37-5.5. Furthermore, Empower will conduct itself and perform the services hereunder in a manner consistent with the Conflict of Interest rules set forth in N.J.A.C. 5:37-5.6 and the Non-Collusion standards of N.J.A.C. 5:37-5.7.

2.2. Non-Fiduciary Status. Plan Sponsor acknowledges that the Services are ministerial and are not intended to involve the exercise of any discretion that would cause Empower to be a fiduciary or Plan Administrator as defined under the Code, the Investment Advisors Act of 1940, or state law, as



applicable. Nothing in this Agreement or otherwise shall result in Empower having any discretionary authority or responsibility for the administration of the Plan, including management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets.

2.3. No Tax or Legal Advice. Nothing in this Agreement is intended to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Plan Sponsor understands that Empower has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

3. Responsibilities of Plan Sponsor

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor's cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations.

3.1. Plan Administrator. Plan Sponsor, a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its affiliates) will be the "plan administrator" and "named fiduciary" as defined by applicable law.

3.2. Provision of Information. Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor's failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own interconnect transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

3.3. Remitting Contributions and Allocation Instructions. Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower's plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments (including minimum deferral amounts established pursuant to N.J.A.C. 5:37-5.10 and N.J.A.C. 5:37-6.1). In the event that a Plan participant ("Participant") does not elect investment options, Plan Sponsor directs Empower to invest the contribution in the default investment option under the Plan at the time the contribution is received. Plan Sponsor acknowledges that Empower reserves the right to either reject contributions remitted via ACH without proper proceeds or to assess an additional processing charge, and that in such event Empower further reserves the right to reject all future ACH contribution remittances from Plan Sponsor. With respect to Plan- or Plan Sponsor-initiated distributions or rollovers, Plan Sponsor hereby instructs and authorizes Empower to rely upon the information on Empower's recordkeeping system for purposes of tax reporting



and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act (FATCA) and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

3.4. Plan Document and Compliance Responsibilities. Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete and that the Plan is being operated in accordance with its terms and applicable law. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) days after such document and/or amendment is adopted. Plan Sponsor acknowledges that it is responsible for reviewing the accuracy and completeness of all Plan document services performed by Empower, if any. Plan Sponsor is solely responsible for ensuring that a Plan is qualified under the Code.

3.5. Disclosures. Plan Sponsor agrees to comply with all of its notice and disclosure responsibilities under applicable law.

3.6. Investment Options. Plan Sponsor is responsible for the selection of all investment options made available under the Plan ("Investment Options") based on Plan Sponsor's independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable, in accordance with the procedures of N.J.A.C. 5:37-2.2 and a determination that such investment options are Eligible Investments pursuant to N.J.A.C. 5:37-9.1. Plan Sponsor must notify Empower in writing of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed upon by Empower and may be subject to certain limitations or conditions. Plan Sponsor acknowledges that the Plan's transition to Empower may be delayed if there is a change in the investment option selections. Investment options offered hereunder shall be in accordance with N.J.A.C. 5:37-3.3; 5:37-10.1; and N.J.A.C. 5:37-10.7.

As part of the Services provided by Empower, the Plan's assets may be invested in a group annuity contract and/or array of funds offered by Great-West, its affiliates or other investment providers (the "Investment Program"). Empower may add, delete and/or replace available investment options offered under the Investment Program with at least sixty (60) days written notice to Plan Sponsor or the Plan fiduciary. This notice will explain the fund change, communicate the timeline and effective date of the fund change, provide information on fees received by Empower or an affiliate from a fund company, and explain Plan Sponsor's or the Plan fiduciary's right to opt out of the change. Plan Sponsor or the Plan fiduciary will be deemed to have approved such change unless Plan Sponsor's or Plan fiduciary's written objection is received by Empower within the sixty (60) day notice period. If Plan Sponsor or the Plan fiduciary objects to the fund change, Empower may terminate this Agreement, but will continue to provide services for at least sixty (60) days after the effective date of the fund change.

If allowed within the Investment Program, Plan Sponsor may request an addition, deletion, and/or replacement with respect to investment options available in the Plan. Plan Sponsor must provide Empower with notice of the intended change sixty (60) days prior to the intended date of the fund lineup modification. Empower must confirm, in writing, its ability to administer any requested fund additions, deletions and/or replacements prior to these changes being implemented. Once Empower receives notice of such fund change request, Empower will assess the Plan's pricing and the selected fund company's administrative requirements. Empower reserves the right to decline a fund change request if Empower is unable to administer the fund requested. Additionally, Empower reserves the right to reevaluate and modify the Fee Schedule as part of the request, and the Plan Sponsor acknowledges that such a request could impact the fees paid by the Plan or Plan Sponsor. The Plan Sponsor shall provide sufficient notice of the Plan's desired fund change to provide Empower with the opportunity to conduct the necessary review and to ensure that



Plan participants can be provided with notification of fund changes at least thirty (30) days prior to the effective date of the change. If applicable, Plan Sponsor agrees to cooperate with Empower to create and deliver all necessary participant communications, and acknowledges that there may be an additional cost for such communications.

If Plan Sponsor offers Plan Investment Options that are recordkept outside of this Agreement ("Outside Assets"), Plan Sponsor hereby instructs Empower to restrict any and all transfers between the Outside Assets and the Plan assets recordkept under this Agreement. If Plan Sponsor has selected a Great-West annuity product, Plan Sponsor agrees that any provision(s) of the group annuity contract to the contrary are inoperable with respect to the Plan.

Plan Sponsor acknowledges that Empower or its affiliates may receive fees from mutual fund families or other Investment Option sponsors or their affiliates for providing certain administrative or other services thereto ("Fund Service Fees"). Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower. If any employer securities are included as an Investment Option or are otherwise contributed under the Plan, (i) Plan Sponsor shall be responsible for any Securities and Exchange Commission (the "SEC") or state registration, prospectus delivery or Form 11-K annual reporting requirements; and (ii) Empower shall not be responsible for the enforcement of or compliance with any SEC or Employer regulations or policies related to insider trading in Employer securities or the reporting of such trading. Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor agrees to adhere to the terms and conditions of such procedures included with this Agreement, as amended from time to time.

3.7. Upon request by the Plan Sponsor, Empower shall certify in writing to the Director on the form provided in accordance with N.J.A.C. 5:37-9.3, that each investment fund offered to the Plan and its participants complies with the requirements of N.J.S.A. 43:15B-3c. **Payment of Plan Expenses.** Plan Sponsor may direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

3.8. Direction by Plan Sponsor. In performing the Services, Empower is acting at the direction of the Plan Sponsor or other named fiduciary of the Plan. Plan Sponsor agrees to provide direction in a manner reasonably requested by Empower, and Empower may rely upon any such direction, whether provided electronically or in writing, by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other named fiduciary. Plan Sponsor agrees that all services and procedures to be followed by Empower as set forth in any service profile, summary plan description (if applicable), plan administrative guide, administrative form or other similar document will constitute direction by the Plan Sponsor to Empower, unless Plan Sponsor indicates otherwise. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to such "deemed" approved transactions, and that Empower's responsibility is limited solely to confirming it has been provided in good order and in accordance with the procedure.

3.9. Electronic Delivery. Empower will deliver plan-related documents to Participants under this Agreement in an electronic manner, to the extent available, including the following:

3.9.1. Quarterly benefit statements will be posted to the participant website after quarter end. Participants will receive an annual notice advising them of the availability of the quarterly statement on the participant website and the right to receive a paper copy of the statement.



3.9.2. Plan notices to be delivered by Empower will be delivered via email to the Participant's work utilized email address as provided to Empower by the Plan Sponsor or, if the Participant has affirmatively elected on the participant website, to the email address provided by the Participant or, if neither, via regular mail.

By providing Empower with a Participant's work utilized email address, the Plan Sponsor confirms that delivery of plan-related documents to such work utilized email address satisfies the Department of Labor's regulations (§2520.104b-1) regarding electronic delivery of plan-related documents. Participants may elect on the participant website or by contacting an Empower customer services representative to receive quarterly statements and plan notices via regular mail at any time.

3.10. Review of Reports. Plan Sponsor and Participants are responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to verify that the investments indicated in the reports properly reflect the investment directions provided by the Plan Sponsor or the investment elections made by Participants, as applicable. Empower's performance of its obligations under this Agreement shall be conclusively presumed to be accurate unless Plan Sponsor or a Participant provides Empower with proper notice of discrepancies.

3.11. Error Correction. If Empower makes an Investment Option transaction error, and it is brought to Empower's attention in a timely manner, Empower will, at its own expense, retroactively correct the error by putting the Participant back in the financial position where the Participant would have been had the error not occurred. In the case of other Empower errors, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and, as authorized by Plan Sponsor, take commercially reasonable steps consistent with Internal Revenue Service, Department of Labor and other agency guidelines, where applicable, to correct such error. Empower will have no liability for an error or mistake caused by acts or omissions of the Plan Sponsor, Participants or any other third party. If a correction is made at Empower's expense and results in a net loss, Empower will bear the loss. However, if the correction results in an unintended net gain, Empower will retain the gain as compensation for services provided to the Plan and to defray costs of servicing the Plan including offsetting net losses as described above.

3.12. Requirement to Appoint a Trustee. Plan Sponsor is responsible for determining whether to appoint a trustee to provide trust services to the Plan and for selecting the trustee. If Plan Sponsor chooses to fund the Plan exclusively through a Great-West group annuity contract, if available, the annuity contract may be used in lieu of a separate trust agreement, and Plan Sponsor will be considered the deemed trustee. If a trust agreement is used, Plan Sponsor agrees to have the trustee execute such agreement and all other documents required to establish and operate the trust.

Any trustee or custodian selected by Plan Sponsor for the Plan must be able to interface with Empower's recordkeeping system in a "passive" role and all assets must be transferred to the omnibus custodial bank account. Plan Sponsor agrees to require the trustee or custodian to provide to Empower all information in the possession of the trustee or custodian that is necessary for the performance of Empower's duties under this Agreement.

If Plan Sponsor chooses to retain Great-West Trust Company, LLC ("Great-West") to serve as a Plan trustee or custodian, Plan Sponsor agrees to execute any and all documents required to establish the trust or custodial account. If Plan Sponsor, another entity or named employees serve as trustee of the Plan



and Great-West does not serve as a trustee, Plan Sponsor agrees to enter into a custodial agreement or other applicable agreement with Great-West for the receipt of contributions.

Plan Sponsor acknowledges that any change to the trustee and/or custodial setup or relationships during implementation may delay the Effective Date.

4. Fees & Charges

4.1. Fees. Plan Sponsor agrees to pay Empower for the Services in accordance with the Fee Schedule, excluding any applicable sales, use, excise, services, consumption and other taxes or duties as described in Section 4.2 below. To the extent not paid by the Plan, Plan Sponsor agrees to pay Empower for services provided to the Plan. To the extent fees are not guaranteed in the Fee Schedule, Empower reserves the right to change its fees upon ninety (90) days' advance written notice to Plan Sponsor. Plan Sponsor directs Empower to debit from the Plan the amount of fees payable to any outside third parties retained by Plan Sponsor to provide plan administration, investment advisory, or other services ("Plan Service Providers"), as detailed in the Fee Schedule, and to remit the fees directly to the Plan Service Provider.

4.2. Taxes. Unless Plan Sponsor provides Empower with a valid and applicable exemption certificate, Plan Sponsor will reimburse Empower for sales, use, excise, services, consumption and other taxes or duties that Empower is required to collect from the Plan Sponsor and which are assessed on the purchase, license and/or supply of Services. Plan Sponsor and Empower shall each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts. If applicable, Plan Sponsor and Empower shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

5. Confidential Information

5.1. In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software or websites of the party ("Confidential Information"). For the purpose of clarity, any software or website owned, licensed or made available by Empower ("Empower Software") is Confidential Information of Empower. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties' affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder or as directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

5.2. In the event a party is required to make a legally required disclosure of the other party's Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable, and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to broad-based regulatory examinations associated with a party's general business or operations, to disclosures made in conjunction with a law enforcement investigation, or where notice is prohibited by law.

5.3. All records regarding participation, amounts deferred, account balances, withdrawals and any other information regarding participants and participants accounts shall be held confidential by Empower in accordance with N.J.A.C. 5:37-10.8.

5.4. Empower shall fully comply with N.J.A.C. 5:37-10.9 by making available upon written request all records, reports or other information relating to the Plan.

Empower shall provide any information and materials requested in connection with an audit required by the Plan or under N.J.A.C. 5:37-10.4, and any other materials as required by the Regulations Governing the Creation, Implementations and Operations of Municipal, County and Authority Deferred Compensation Plans promulgated by the State of New Jersey. The Plan Sponsor and the Director shall have the right upon reasonable notice, exercised directly or indirectly through its independent auditors, to examine and audit Empower's records related to the Plan to determine Empower's compliance with the terms and conditions of this Agreement and the applicable rules and regulations. The Plan Sponsor shall pay the cost of any audit review required by the Plan or N.J.A.C. 5:37-10.4.

6. Privacy & Data Security

6.1. Empower and Plan Sponsor each agree to maintain and hold in confidence all Nonpublic Personal Information received in connection with the performance of Services under this Agreement ("NPI"). Empower and Plan Sponsor agree that their collection, use and disclosure of any and all NPI is and will be at all times conducted in compliance with all applicable data protection and/or privacy laws, rules and/or regulations. NPI includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act. Plan Sponsor authorizes Empower to disclose NPI to its affiliates, service providers, and to other Plan service providers, in connection with Empower's performance of Services under this Agreement. Empower shall comply with the additional requirements set forth in its current Privacy Notice, a copy of which has been provided to the Plan Sponsor.

6.2. The parties will use best efforts to secure NPI through the use of appropriate physical and logical security measures, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of NPI. For purposes of this section, NPI includes user credentials, passwords, and other authentication data that enables Plan Sponsor, its authorized agents, or Participants to access Empower Software. The parties will promptly notify the other in the event of (i) any breach of the party's security measures that results in unauthorized access to NPI; (ii) the consequences of the breach; and (iii) the corrective action taken to remedy the breach.

6.3. Upon request, Empower will provide Plan Sponsor or its designated agent with information (which may include NPI) received from or in relation to Participants in connection with the performance of services under this Agreement including recorded phone calls and written and electronic correspondence. To the extent Plan Sponsor requests such information, Plan Sponsor agrees to indemnify Empower and to waive, absolve and forfeit any claims against Empower for providing such information to the Plan Sponsor or its designated agent.

6.4. For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended from time to time, Plan Sponsor authorizes Empower, and/or its affiliates and services providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the



Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

7. Business Continuity & Disaster Recovery

7.1. Empower will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide the Services. Such procedures shall be designed to enable Empower to continue to perform mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Further, Empower agrees to review and test such disaster recovery procedures at least once annually.

7.2. GWFS Equities, Inc.'s current Business Continuity Plans Notice is attached to this Agreement. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

8. Records & Audit

8.1. Record Retention. Empower shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy and as required by applicable law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and NPI once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or NPI that must be retained for audit, legal or regulatory purposes, or is stored in non-readily accessible electronic format, such as on archival systems.

8.2. SSAE 16. Each year upon the request of Plan Sponsor, Empower will provide Plan Sponsor with a copy of the review performed by Empower's external auditors under the "Statement of Standards for Attestation Engagements Number 16 Reporting on Controls at a Service Organization of the American Institute of Certified Public Accountants (SSAE16) SOC 1, or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants.

9. Intellectual Property Rights

9.1. Plan Sponsor Materials. As between the parties hereto, excluding the Empower Materials (as defined below), Plan Sponsor shall own all trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower in providing the Services (collectively, the "Plan Sponsor Materials"). Plan Sponsor Materials do not include data and information in the form maintained by Empower or supplied to Plan Sponsor by Empower. Plan Sponsor grants to Empower a nonexclusive, nontransferable and non-sublicensable license to use Plan Sponsor Materials in connection with its provision of the Services. Plan Sponsor grants Empower a limited, revocable right and license to use Plan Sponsor's trade name, logo or trademark, general Plan design information, and aggregated data that does not contain NPI in materials created by Empower and for the purpose of promotion, advertisement or prospecting for new clients, including, without limitation, media releases, requests for proposals, case studies, and sales and marketing material.

9.2. Empower Materials. As between the parties hereto, Empower and its affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its affiliates hereunder (collectively, the "Empower Materials"). Empower grants to Plan Sponsor and Participants (as



applicable) a nonexclusive, non-transferable and non-sublicensable license to use the Empower Materials during the term of the Agreement solely for purposes of using Empower's Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Empower Software. All rights with respect to the Empower Materials not specifically granted hereunder are reserved by Empower.

10. Liability & Indemnification

10.1. Empower agrees to indemnify the Plan Sponsor from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "Damages") to the extent resulting from Empower's breach of this Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary herein, Empower shall not be liable to Plan Sponsor for any Damages resulting from: 1) any acts or omissions undertaken at the direction of the Plan Sponsor or any authorized agent thereof; 2) any direction of any third party retained by Plan Sponsor to provide services relating to the Plan, including but not limited to prior service providers, investment advisors, or any authorized agent thereof; or 3) any performance of the Services that is in strict compliance with the terms of this Agreement.

Plan Sponsor acknowledges that Empower and its directors, officers, employees and authorized representatives are not responsible for the investment performance of any Investment Options under the Plan.

10.2. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3. Insurance. Empower will, at its own cost and expense, procure and maintain in full force and effect throughout the term of this Agreement insurance coverage that is reasonably appropriate to the Services provided under this Agreement. The requirements in this section are not intended to, and will not in any way, limit or qualify the liabilities and obligations of Empower under this Agreement.

11. Dispute Resolution

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agree to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation before the expiration of the above period.

12. Termination

12.1. Effective Date. This Agreement will be effective as of the Effective Date specified in the Signature Page and will continue in effect for the initial term, if any, specified in the Fee Schedule and will continue thereafter until terminated in accordance with the termination provisions of this Agreement.

12.2. Termination. This Agreement may be terminated by either party, in whole or in part, by delivering sixty (60) days advance written notice to the other party. Plan Sponsor directs Empower to deduct any and all outstanding expenses and fees owed to Empower from the Plan's trust on the termination date, unless paid by Plan Sponsor. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. Upon termination of this Agreement, Empower will cease to provide the Services. Plan Sponsor acknowledges that after the termination of this Agreement, Plan Sponsor will be responsible for performing all actions required to be taken with respect to the Plan including, but not limited to: processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Agreement, Empower shall have no further obligations hereunder except as set forth in this subsection. Notwithstanding the foregoing, upon a written request by Plan Sponsor, Empower will provide Plan Sponsor, or a designated successor service provider, with Plan data and other information residing on Empower's recordkeeping system in Empower's standard format or another mutually agreeable format. Any request for Empower to provide information other than in its standard format shall be at Empower's sole discretion, and Plan Sponsor agrees to pay all fees, costs and expenses associated with such a request.

12.3. Plan Termination. If the Plan terminates, Empower may utilize any procedures promulgated by the U.S. Department of Labor or other applicable regulatory agencies for abandoned or orphaned plans, including the facilitation of distributions to payees and any other required plan termination requirements.

13. Miscellaneous

13.1. Affiliates & Agents. Plan Sponsor acknowledges and agrees that Empower may utilize the services of affiliates, agents, vendors and suppliers selected by Empower. Empower's use of any such party will not relieve Empower of its obligations hereunder, and Empower shall at all times remain liable for the performance of the Services hereunder.

13.2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Neither Empower nor its personnel shall be considered employees of Plan Sponsor for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant to this Agreement.

13.3. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their affiliates and is not intended to confer any rights or remedies upon any other person.

13.4. Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties, their affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or affiliate, in each case without the other party's consent.

13.5. Entire Agreement. This Agreement, including all Exhibits, Schedules, notices and attachments, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the

Services. Except as otherwise provided herein, this Agreement may be modified only by an Amendment signed by authorized representatives of each party. This Agreement may be amended to comply with Plan amendments made in accordance with N.J.A.C. 5:37-4.1, N.J.A.C. 5:37-4.2, and N.J.A.C. 5:37-4.3. Notwithstanding the foregoing, Empower may unilaterally amend the Agreement in order to comply with applicable laws, to add or enhance the Services, or to update the method of providing the Services, by providing written notice to Plan Sponsor at least 30 days in advance of the effective date of such change and explaining Plan Sponsor's right (if any) to opt out of the change. Service elections or modifications that alter the terms of the Schedule of Services or the Fee Schedule may be reflected in a new version of such document, which will be produced by Empower and made available to Employer, and which shall replace all prior versions of such document(s). Any Empower notices or policies that are attached to or referenced in this Agreement may be modified by Empower at any time. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

13.6. Governing Law; Waiver of Jury Trial. This Agreement shall be construed and enforced in accordance with and governed by the laws of the state of the Plan Sponsor's residence, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in the Plan Sponsor's state of residence. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law. Plan Sponsor agrees that to the extent it can assert sovereign immunity under applicable law, it waives such sovereign immunity to the extent necessary to permit Empower to enforce the terms and conditions of this Agreement under the dispute resolution mechanism specified herein. Plan Sponsor further agrees to not assert sovereign immunity as a defense to any claim or action that Empower may bring relating to this Agreement.

13.7. Unclaimed Property. With respect to any unclaimed property, Empower's standard policy is to follow state unclaimed property regulations and escheat assets in those accounts to the Plan or Participant's state of residence based on Empower's records. By executing this Agreement, Plan Sponsor acknowledges and agrees that this standard policy will be applied to any unclaimed property associated with the Plan. However, Plan Sponsor may direct Empower, in writing, to treat the Plan's unclaimed property in a different manner. If Plan Sponsor directs Empower to dispose of such assets in any manner that differs from or is inconsistent with Empower's standard policy, Plan Sponsor understands and agrees that it is solely responsible for (i) determining whether any assets in those accounts are payable to any State or other jurisdiction under applicable escheat or unclaimed property laws; and (ii) issuing proper directions to Empower and the Trustee (as applicable) as to disposition of such assets.

13.8. Website Services. Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the "Website Services"). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a "User ID") is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this Section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this Section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their



content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with this Agreement and commercially reasonable industry standards.

13.9. Force Majeure. Neither Empower nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, counsel fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, or disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party

13.10. Severability. The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

13.11. Notices. All formal notices required by this Agreement will be in writing and shall be sent to Empower as set forth below and to the most current Plan Sponsor and trustee address on file with Empower. All notices sent shall be effective upon receipt.

Notice To Empower:

Empower Retirement, LLC
Empower Retirement Division
8515 East Orchard Road
Greenwood Village, CO 80111

With a copy to:

Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

13.12. Headings; Defined Terms; Counterparts. Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

13.13. Survival. The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidential Information; Privacy & Data Security; Record Retention;



Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Governing Law; Waiver of Jury Trial; Unclaimed Property; Website Services; Survival; Severability; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

13.14. Signatures/Corporate Authenticity. Plan Sponsor has been provided a signature page ("Signature Page") that applies to this Agreement as well as to certain other documents, which are listed thereon. By signing the Signature Page, the parties certify that they have read and understood this Agreement, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

13.15. Empower Representations: Empower hereby acknowledges and certifies as to the following:

13.15.1. Award of Service Agreement. Its receipt of the award of this Agreement was made after compliance with proposal procedures as required under N.J.A.C. 5:37-7.1.

13.15.2. Ban on Solicitation Prior to Award of Contract. It will not engage (and has not engaged) in any solicitation of participants unless expressly permitted under N.J.A.C. 5:37-7.2, after obtaining the consent of the Plan Sponsor.

13.15.3. Insurance Companies. Empower is authorized by Commissioner of Insurance to do business in the State of New Jersey as required by N.J.A.C. 5:37-7.3.

13.15.4. Mutual Fund Companies. To the extent applicable, Empower will comply with all registration requirements related to the mutual funds offered to the Plan, pursuant to N.J.A.C. 5:37-7.4.

13.15.5. Nonprofit Corporations. To the extent applicable, Empower will comply with the provisions of N.J.A.C. 5:37-7.5 for any nonprofit company involved with the Plan.

13.15.6. Banking Institutions. Empower will cooperate with the Plan Sponsor with regard to the Plan's depository institute to ensure compliance with N.J.A.C. 5:37-7.6.

13.15.7. Nondiscrimination. Empower is in full compliance with all Federal and State laws regarding discrimination in employment and investment policies and practices as required by N.J.A.C. 5:37-7.7.

13.15.8. Contract Disclosure. Empower has disclosed any endorsement fees that it has paid to any organization whose membership includes public employees of the employer.

13.15.9. Bonding and Insurance. Empower has obtained any required bonding and insurance pursuant to N.J.A.C. 5:37-7.9.

13.15.10. Division of Local Government Services Rules. This Agreement shall be subject to all the rules and regulations of the Division of Local Government Services.

13.15.11. Responsibilities of Empower. Empower shall be responsible for the performance of its duties outlined in this Agreement with the standard of care outlined in N.J.A.C. 5:37-7.11.



Empower Retirement, LLC

City of Linwood

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed



BUSINESS CONTINUITY PLAN NOTICE

GWFS Equities, Inc., a subsidiary of Great-West Life & Annuity Insurance Company and affiliate of Empower Retirement, LLC and Great-West Life & Annuity Insurance Company of New York* ("the Company"), maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the Call Centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative call center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer Service will continue to be provided by re-routing telephone calls to a Call Center located in one or more alternative sites located outside of the region.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Record keeping and administrative services are provided by Empower Retirement, LLC, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Web site or can be obtained by requesting a written copy by mail.

BCP – GWFS Customer Notice (Ed. Jan. 2020)



Procedures for Complying with Fund Company

Market Timing and Excessive Trading

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we, as your recordkeeper, will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

10/16/07



PRIVACY NOTICE
REV 5/2021

| | |
|--------------|--|
| FACTS | What does Great-West Life & Annuity Insurance Company (Empower Retirement) do with your personal information? |
| WHY? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do. |
| WHAT? | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and account balances. • Retirement assets and transaction history. • Employment information and income. When you are no longer our customer, we continue to share your information as described in this notice. |
| HOW? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower Retirement chooses to share and whether you can limit this sharing. |

| REASONS WE CAN SHARE YOUR PERSONAL INFORMATION | DOES EMPOWER RETIREMENT SHARE? | CAN YOU LIMIT THIS SHARING? |
|--|--------------------------------|-----------------------------|
| For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes — to offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness | No | We don't share |
| For nonaffiliates to market to you | No | We don't share |

| | |
|-------------------|--|
| QUESTIONS? | Call toll-free at 855-756-4738 or go to empower-retirement.com/privacy |
|-------------------|--|



| WHO WE ARE | |
|---|--|
| Who is providing this notice? | Companies owned by Great-West Life & Annuity Insurance Company. A list of companies is provided at the end of this notice. |
| WHAT WE DO | |
| How does Empower Retirement protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical and procedural safeguards, such as building and system security and personnel training. |
| How does Empower Retirement collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Provide account information or apply for a loan. • Enter into an investment advisory contract or seek advice about your investments. • Tell us about your investment or retirement portfolio. <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p> |
| DEFINITIONS | |
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the Empower, Empower Retirement or Great-West names, as listed below, and other financial companies such as Advised Assets Group, LLC and Empower Retirement, LLC.</i> |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Empower does not share with nonaffiliates so they can market to you.</i> |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Empower doesn't jointly market.</i> |
| WHO IS PROVIDING THIS NOTICE? | |
| Great-West Life & Annuity Insurance Company; The Great-West Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of New York; Great-West Financial Retirement Plan Services, LLC; Advised Assets Group, LLC; GWFS Equities, Inc.; The Canada Life Assurance Company (U.S. operations); Empower Retirement, LLC; Great-West Life & Annuity Insurance Company of South Carolina; Great-West Capital Management, LLC; Great-West Funds, Inc.; and Great-West Trust Company, LLC | |

INT-FLY-WF-152743-0421(1028332)

Schedule of Services

Services provided by Empower

- A. **Recordkeeping Services - Core Services.** The following services are core recordkeeping and communication services available to all plans.

Implementation Services:

Empower will provide the following conversion services prior to the receipt of assets:

- Gathering initial plan information;
- Coordinating conversion assets from a prior service provider;
- Reconciling plan assets;
- Loading records onto the recordkeeping system; and
- Assisting Employer's payroll office or payroll vendor to process the next scheduled payroll to Empower on or after the implementation period.

Implementation Period:

Merging Plan:

An existing Employer Plan that is converting to Empower will be subject to an implementation period to facilitate the movement of Participant, Alternate Payee and Beneficiary records and Plan assets from the prior record keeper and/or trustee to Empower.

Blackout Notice Services:

Initial Blackout Notices:

Empower will assist in the preparation of the initial transition blackout notice and will provide the blackout notice to the Plan Sponsor for distribution to Participants, Alternate Payees and Beneficiaries, as requested by the Plan Sponsor. A "Blackout Period" is defined as any period of more than three consecutive Business Days during which the Participant, Beneficiaries and Alternate Payees are prohibited or restricted from exercising certain otherwise available rights, such as directing investment of their accounts, obtaining loans or making distributions. During the implementation period, Plan Sponsor's prior record keeper's improper reporting or incomplete transferred records may impact the blackout period end date. Such an impact may cause an extension of the blackout period, resulting in a second notice. Empower may agree to provide this additional blackout notice if the parties agree in writing.

Future Blackout Notices:

If mutually agreed to in writing, Empower may provide blackout notices to the Plan Sponsor for distribution to Participants, Alternate Payees and Beneficiaries for fund or other ongoing plan changes that result in a period of more than three (3) consecutive Business Days where the Participant, Alternate Payee and Beneficiary are restricted from exercising certain otherwise available rights such as directing investments of their accounts, obtaining loans or taking distributions.

Establishment of Accounts:

1. Participant Accounts:

- a. Participant accounts shall be established and maintained for each Employer-approved new enrollee and each employee or former employee with a balance in the plan ("Participant"). Each Participant's account record shall consist of the Participant's



name, Social Security number ("SSN"), mailing address, date of birth, and any such other information as required from time to time for provision of services to the Plan.

- b. On and after the receipt of assets, Empower shall maintain a record of each Participant's investment option allocation and transaction received in good order to the recordkeeping system, including:
 - (i) Current and historical investment allocations and percentages for each available investment option.
 - (ii) Current account balances of each Participant in each available investment option and money source.
 - (iii) An accounting of each transaction made to each available investment option and money source.
- c. Empower shall provide each Participant with access to his or her account and investment information via a Web site, the voice response unit ("VRU") and the Client Service Center toll-free telephone number. Participants may use these services to change allocations of future deferrals and/or initiate transfers between and among investment options available under the Plan(s).
- d. Empower shall make available to each Participant a quarterly account statement in Empower's standard format pursuant to the requirements of N.J.A.C. 5:37-7.12.

Additionally, confirmation will be provided of every completed change requested by a Participant. Participants will also have access to their account activity via the VRU and the Web site.

- e. If applicable, Empower will include vesting information on Participant statements, provided that Plan Sponsor provides Empower with all vesting information required under applicable law.

2. Alternate Payee Accounts

If the Plan accepts Qualified Domestic Relations Orders ("QDROs"), Plan Sponsor hereby instructs Empower to complete an administrative review of all Employer-approved QDROs submitted on or after the Effective Date of this Agreement to ensure that Empower can determine the amount of the Alternate Payee's award, mailing address and SSN. If elected by the Alternate Payee in good order and in a manner satisfactory to Empower, an Alternate Payee account will be established pursuant to the terms of the QDRO, the Plan requirements in effect on the date of account establishment.

3. Beneficiary Accounts

If elected by the Beneficiary(ies) in good order and in a manner satisfactory to Empower, Empower will establish a Beneficiary account pursuant to the terms of the Plan requirements in effect on the date of establishment.



Contribution Processing:

Contributions sent directly via the PSC and processed with ACH funding by 12:00 Midnight Mountain Time (2:00 am Eastern Time) will be allocated effective the next Business Day (at that Business Day's unit value). Empower may allow other contribution methods which may require different timing. Empower will provide additional information upon request.

In the event that a Participant has not affirmatively elected an investment allocation, Plan Sponsor instructs Empower to allocate to a default fund(s) chosen by the Plan Sponsor.

Distributions and Forfeitures:

Empower will create and maintain a record of any distribution, including the distribution reason, from the Plan made with respect to each Payee. If applicable, Empower will provide a Code §402(f) Notice of Special Tax Rules on Distributions to the Payee at the time of distribution. Unless otherwise agreed to in writing, Empower is not responsible for issuing any other Participant, Alternate Payee or Beneficiary notice required by the Code, as applicable. Distributions will be made within two (2) Business Days if Empower receives instructions in good order.

1. Participant Distributions

Empower will make distributions to Participants pursuant to the Plan Sponsor's and Participant's distribution requests received in good order.

2. Alternate Payee Distributions

Upon receipt by Empower of an Alternate Payee's distribution request in good order and in a manner satisfactory to Empower and completion of a QDRO administrative review discussed above, Empower shall process a distribution pursuant to the terms of the QDRO, the Plan and the Code, as applicable and in effect on the date of the distribution. Plan Sponsor instructs Empower to determine the amount due to the Alternate Payee based solely on the account records on Empower's recordkeeping system.

3. Beneficiary Distributions

Plan Sponsor instructs Empower to pay the claimant listed on the Death Benefit Claim form signed by the Plan Sponsor unless there is a conflict between the designation on file with Empower and the claimant listed on the Death Benefit Claim form. In the event of a conflict, the Plan Sponsor will determine which Beneficiary designation will control.

4. Forfeiture Processing

If applicable, Empower will calculate forfeiture amounts based upon the Participant's vesting and will place the forfeiture amounts in a separate Plan account as instructed by the Plan Sponsor.

5. Participant Termination Services

If the services described in this subsection is made available to the Plan Sponsor by Empower, and if the Plan provides for de minimis Participant accounts to be distributed after termination, then the Plan Sponsor instructs Empower to distribute communication material to the terminated Participant informing them of their distribution options. Such information includes



communicating to the Participant that if he/she does not take a distribution of the account that it will be automatically rolled over into the Plan Sponsor-elected de minimis IRA. Plan Sponsor also instructs Empower to automatically roll any monies remaining in the Plan after a certain period of time following these communications to the rollover provider selected by the Plan Sponsor.

Plan Sponsor permits Empower to send out communication material to terminated participants informing them of their distribution options.

Transfers:

Participant, Alternate Payee and Beneficiary-initiated transfers will be processed and effective the Business Day they are received at Empower's home office, if received before the close of the New York Stock Exchange (typically 4:00 p.m. Eastern Time or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation). If transfers are received at Empower's home office after the close of the New York Stock Exchange, transfers will be processed and be effective the next Business Day (or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation).

Tax Reporting of Distributions:

1. Plan Sponsor appoints Empower as its agent to perform income tax withholding and reporting for all Payee distributions and agrees to provide all necessary information needed by Empower to perform these services.
2. Empower shall deposit the income tax withheld with the Internal Revenue Service ("IRS") and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances.
3. Empower will complete necessary tax reporting forms for Payee distributions, file the tax reporting forms with the IRS and send copies to the Payee.

Plan Loans:

Empower will process Participant account reduction loans pursuant to the Plan's loan policy and Empower's loan procedures, as amended from time to time. Plan Sponsor agrees to provide an authorization for all Participant loan requests.

Ongoing Plan Resources:

1. Empower will provide the Plan Sponsor access to Plan information and electronic approval capabilities via the PSC.
2. Empower will provide the Plan Sponsor access to a Plan Services Representative for assistance with plan questions.
3. Empower shall provide periodic Employer Plan Reports in Empower's standard format.

Participant Rollover Contributions:

Plan Sponsor directs Empower to process Participant rollover contributions received in good order pursuant to the Participant's direction in accordance with procedures provided by Empower to the Plan Sponsor and without any further Plan Sponsor approval or authorization.

Communication and Education (subject to applicable law):

1. Standard forms, notices and other information necessary for the service provided to the Plan will be provided to Plan Sponsor and to Participants via the PSC and/or through enrollment meetings.
2. Empower will provide investment education and communication materials, which may include education and planning tools, newsletters, brochures, or other materials.

Participant Fiduciary Services

Empower may offer investment advice and provide recommendations as a fiduciary under applicable law to Participants on certain Plan transactions, such as point-in-time investment advice on designated investment alternatives, investment advisory services available under the Plan, and recommendations on distribution and rollover options, which may include services and products offered by Empower and its affiliates. When Empower acts as a fiduciary, it will do so in the best interest of the Participants. Empower will provide such fiduciary services pursuant to applicable law.

- B. Elective Services.** The following elective services are available upon Plan Sponsor meeting certain requirements. Additional fees may apply.

1. Eligibility Determination

Plan Sponsor can instruct Empower to calculate Participant eligibility based on Plan Sponsor's instructions as to the Plan's eligibility requirements. Plan Sponsor instructs Empower to reject the enrollment of any Participant determined to be ineligible. For each ineligible determination, Plan Sponsor instructs Empower to notify the Participant to contact the Plan Sponsor if he or she wishes to appeal the determination.

2. Online Enrollment

Plan Sponsor can instruct and authorize Empower to allow online Participant enrollment. Plan Sponsor instructs Empower to issue a Personal Identification Number ("PIN") to every eligible employee, allowing enrollment in the Plan through the Web site and VRU.

3. Automatic Enrollment

Empower can perform automatic enrollment and deferral increase services, and create and mail initial and annual automatic enrollment notices, as elected by Plan Sponsor in good order and in a form acceptable to Empower.

4. Deferral Processing

Plan Sponsor can instruct and authorize Empower to provide for deferral processing by the Plan Sponsor via the Web site. Participants may access the Web site to input the required payroll deferral amount/percentage information. Plan Sponsor acknowledges that the Deferral



Processing service described in this Section shall only be available as long as Empower is the sole record keeper for the Plan.

If Plan Sponsor uses Empower's Automatic Enrollment services, Deferral Processing does not require separate election.

5. Vesting Services

Plan Sponsor needs to provide Empower all information necessary to perform vesting services. Employer hereby instructs and authorizes Empower to:

- a. Maintain each Participant's vesting percentage on Empower's recordkeeping system;
- b. Display the Participant's vested account balance on the quarterly statements; and
- c. Calculate and process withdrawals and/or loans according to the vested percentage.

6. Loan Approval

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant loan requests submitted in a manner acceptable to Empower. If the Plan is subject to spousal consent requirements, loans may only be initiated by paper forms and not online or by VRU. Plan Sponsor agrees to specifically authorize each principal residence loan request.

7. Distribution Processing

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, requests for distributions in good order and in a manner acceptable to Empower. If Plan Sponsor does not provide the Participant's termination date or other required information, Plan Sponsor instructs Empower to route the request to Plan Sponsor for approval before processing the distribution.

8. In-Service Distributions at Age 59½ (for 401(k) and 401(a) Plans Only)

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant age 59½ in-service distribution requests received in good order and in a manner acceptable to Empower. If the Participant's birth date information has not been provided, or if there is a discrepancy between the birth date on the system and the birth date on the form, Empower is instructed to rely on the birth date specified by the Participant on the form.

9. Voluntary In-Service DeMinimus Distributions (for Governmental 457(b) Plans Only)

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant initiated DeMinimus distribution requests received in good order and in a manner acceptable to Empower. If vesting is applicable and the Participant's birth date information has not been provided, or if there is a discrepancy between the birth date on the system and the birth date on the form, Empower is instructed to rely on the birth date specified by the Participant form.

10. Automated Mandatory Distributions (De Minimis)

Empower can perform automated mandatory distributions of small account balances, as elected by Plan Sponsor in good order and in a form acceptable to Empower.

11. Beneficiary Record Keeping

If Empower is and remains the sole record keeper for the Plan during the term of this Agreement, Plan Sponsor can instruct and authorize Empower to accept, maintain and file, without Plan Sponsor's signature, Beneficiary Designation forms received by Empower in good order and in a manner acceptable to Empower. Upon request, Plan Sponsor agrees to provide Empower with any and all Beneficiary information filed with the Plan by the Participant prior to the Effective Date of this Agreement.

If the spousal consent rules apply, Plan Sponsor shall provide Empower with instructions as to the portion of the Participant account for which a Beneficiary may be designated without spousal consent under the Plan. Plan Sponsor instructs Empower to rely on the marital status specified by the Participant on the Beneficiary Designation form and to obtain spousal consent, when applicable.

12. Investment Advisory-Related Services

If the Plan Sponsor meets the relevant underwriting and other requirements, Advised Assets Group, LLC ("AAG"), a federally registered investment adviser and wholly owned subsidiary of Empower, may offer fund performance data and/or similar services regarding the investment options in the Plan through the Plan's recordkeeping and administrative relationship with Empower.

AAG, may separately offer Empower Retirement Advisory Services (Online Investment Guidance, Online Investment Advice and Managed Account service) to the Participants in the Plan through the Plan's recordkeeping and administrative relationship with Empower. Plan Sponsor may instruct AAG to make Empower Retirement Advisory Services available to Plan Participants in accordance with the terms and conditions of the Empower Retirement Advisory Services Agreement between AAG and Plan Sponsor.

Special Investment Options:

1. Self-Directed Brokerage Accounts

Plan Sponsor can choose to offer a self-directed brokerage option ("SDB"). Plan Sponsor agrees to complete and execute all documents required to activate the SDB.

2. Life Insurance

If, at the time of conversion, the Plan has existing life insurance policies, limited services may be available as described in Empower's life insurance guidelines and policies, as updated from time to time. If Empower determines that such services will be offered, Empower will remit insurance premiums to the applicable life insurance provider pursuant to Plan Sponsor's instructions as to the timing and manner of premium remittance. Plan Sponsor may be required to retain a third-party administrator to perform certain compliance and other services. Life insurance cannot be added to an existing Plan. Additional fees may apply.

C. Plan Document Services

Empower will offer a plan document and plan document amendments required by changes in applicable laws and regulations. If Plan Sponsor declines to use Empower's plan document, it



acknowledges that Empower will not be responsible for providing plan document updates or other plan document services as described in the Agreement.

The plan document offered by Empower has met the certification requirements of N.J.A.C. 5:37-3.4 and N.J.A.C. 5:37-3.5. The Plan Sponsor may only amend the Plan Document by complying with the procedural requirements of N.J.A.C. 5:37-4.3(a), (b) and (c).

D. Designation of Third Party Administrator as Agent of Employer; Authorization

Plan Sponsor represents, acknowledges, and agrees that Plan Sponsor may retain a Third Party Administrator ("TPA") to provide certain administrative and compliance services for the Plan under a separate agreement between the TPA and Plan Sponsor. If Plan Sponsor retains a TPA, Plan Sponsor agrees to provide Empower with proper notice and information regarding the services to be provided by such TPA. In order for Empower to implement such services, Plan Sponsor hereby designates the TPA as an agent of Plan Sponsor, and authorizes and directs Empower to grant the TPA access to Plan and Participant information and to reports produced by Empower. Such access permits the TPA to update Plan and Participant information and approve plan operations, including distributions. Plan Sponsor has, in a separate agreement, authorized the TPA as its limited agent and hereby authorizes and directs Empower to (1) construe any TPA directions or certifications as Plan Sponsor directions, and (2) comply with direction provided by the TPA. If the agreement between Plan Sponsor and the TPA is terminated for any reason, the Client shall notify Empower within five (5) business days of such termination. Plan Sponsor acknowledges and understands that it may appoint a successor TPA eligible to participate in Empower's TPA program and may direct the terminated TPA to transfer the Plan's records to the successor TPA selected by Plan Sponsor. Plan Sponsor understands and agrees that, if a successor TPA is appointed, Empower will comply with any successor TPA directions.

Plan Sponsor hereby acknowledges and agrees that, in order for the TPA to provide services to the Plan, Empower may enter into an Agreement with the TPA (the "TPA Agreement") enabling Empower and the TPA to interact and communicate in order to provide services to the Plan. In the event that such TPA Agreement is terminated due to TPA dissolution, bankruptcy, or other reasons, Empower will notify Plan Sponsor as promptly as administratively possible.

RESOLUTION No. 29, 2024

A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO PARTICIPATE IN AN
ELECTRONIC TAX SALE

WHEREAS, NJSA 54:5-19.1 permits municipalities to conduct electronic tax sales pursuant to rules and regulations promulgated by the Director of the Division of Local Government Services; and

WHEREAS, the rules promulgated require a municipality to authorize said electronic tax sale by resolution of the governing body; and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct electronic tax sales; and

WHEREAS, the City of Linwood wishes to participate in an electronic tax sale;

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood, New Jersey, does hereby authorize the Tax Collector to conduct an Electronic Tax Sale for 2023 delinquent tax and sewer charges and submit same to the Director of the Division of Local Government Services if necessary.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 1st day of January, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of January, 2024.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____