

**LINWOOD COMMON COUNCIL
AGENDA OF REORGANIZATION MEETING
JANUARY 3, 2019
6:00 PM**

CALL TO ORDER

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

FLAG SALUTE Councilman Elliot Beinfest

INVOCATION

ROLL CALL

PRESENTATION

OATHS OF OFFICE

June Byrnes, Council Ward 1
Todd Gordon, Council Ward 2

ROLL CALL

ELECTION OF COUNCIL PRESIDENT

Nominations Heard
Vote Call
Administration of Oath

ELECTION OF COUNCIL PRESIDENT PRO TEMPORE

Nominations Heard
Vote Call
Administration of Oath

MAYOR'S STATE OF THE CITY ADDRESS

RESOLUTIONS

15-2019 A Resolution approving the Temporary Budget for 2019

RESOLUTIONS WITHIN CONSENT AGENDA

All matters listed under item, **Consent Agenda**, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

1-2019 A Resolution setting dates for Caucus and Regular Council Meetings
2-2019 A Resolution adopting a Cash Management Plan for 2019
3-2019 A Resolution naming check signers
4-2019 A Resolution authorizing the Finance Office to maintain a Petty Cash Fund in the amount of \$100.00

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 5-2019** A Resolution setting interest rates on delinquent taxes
- 6-2019** A Resolution setting a service charge for checks returned for insufficient funds
- 7-2019** A Resolution authorizing the allowance of a grace period before charging a penalty for late payment of taxes
- 8-2019** A Resolution authorizing the imposition of a penalty on tax delinquencies in excess of \$10,000
- 9-2019** A Resolution naming the official City Newspapers, for purposes of publication, specifically, The Mainland Journal, The Press of Atlantic City, The Ocean City Sentinel-Ledger, and The Current of Northfield, Linwood and Somers Point
- 10-2019** A Resolution appointing an authorized agent for the sale of City owned land and/or property
- 11-2019** A Resolution appointing the Tax Assessor as Agent in appeals to reduce assessments for the year 2019
- 12-2019** A Resolution designating the Public Agency Compliance Officer for the City of Linwood
- 13-2019** A Resolution adopting Robert's Rules of Order
- 14-2019** A Resolution authorizing the City of Linwood to enter into a Contract with the attached list of vendors for State Contract Purchases
- 16-2019** A Resolution authorizing the canceling of small balances of tax refunds or delinquencies
- 17-2019** A Resolution authorizing the Tax Collector to substitute two mailings in lieu of advertising of the Tax Sale to be held in 2019
- 18-2019** A Resolution confirming Mayoral appointments for the year 2019
- 19-2019** A Resolution reappointing Tim Longnecker as Deputy Emergency Management Coordinator for the City of Linwood
- 20-2019** A Resolution authorizing the reappointment of David G. Buzby as the Uniform Fire Safety Inspector for the City of Linwood
- 21-2019** A Resolution confirming the appointment of Darren Matik as Emergency Management Coordinator for the City of Linwood
- 22-2019** A Resolution awarding a Contract to Joseph L. Youngblood, Jr. as Municipal Legal Counsel for the Year 2019 for the City of Linwood
- 23-2019** A Resolution authorizing the award of a Non-Fair and Open Contract to Joel M. Fleishman as Municipal Bond Counsel for the Year 2019 for the City of Linwood
- 24-2019** A Resolution authorizing the award of a Non-Fair and Open Contract to Ford Scott & Associates, LLC as Municipal Auditor for the Year 2019 for the City of Linwood
- 26-2019** A Resolution authorizing the award of a Non-Fair and Open Contract to Daniel D. Alsofrom as Shared Municipal Prosecutor for the year 2019 for the Cities of Linwood and Northfield
- 27-2019** A Resolution awarding a Non-Competitive Contract for Professional Services to Daniel M. Levine as Shared Municipal Public Defender for the year 2019 for the Cities of Linwood and Northfield

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 28-2019** A Resolution authorizing a Second Amended Agreement for Shared Municipal Court for the Municipalities of the City of Northfield and the City of Linwood
- 29-2019** A Resolution extending the term of a Contract with TriCare Medical Transportation for Shared Emergency Medical Services in the City of Linwood and the City of Northfield
- 30-2019** A Resolution awarding the Contract to Lee's Emergency Equipment, Inc. for the Ladder Truck Compartment and Body Modifications for the Linwood Fire Department
- 31-2019** A Resolution authorizing the refund of unused escrow funds posted with regard to a Dumpster Permit at 304 W. Royal Avenue in the City of Linwood
- 32-2019** A Resolution authorizing the refund of unused escrow funds posted with regard to a Dumpster Permit at 216 Schoolhouse Drive in the City of Linwood
- 33-2019** A Resolution authorizing the refund of unused escrow funds posted with regard to a Dumpster Permit at 521 Shore Road in the City of Linwood

ORDINANCES

1 OF 2019

AN ORDINANCE PROVIDING FOR THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF LINWOOD FROM SEAVIEW DOCKS, LLC AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING:

January 3, 2019

PUBLICATION:

January 7, 2019

PASSAGE:

January 23, 2019

2 OF 2019

AN ORDINANCE AMENDING CHAPTER 152 FIRE PREVENTION, ARTICLE IV SMOKE AND HEAT DEVICES, SECTION 152-26 FEES OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING:

January 3, 2019

PUBLICATION:

January 7, 2019

PASSAGE:

January 23, 2019

APPROVAL OF BILL LIST:

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY COUNCIL

ADJOURNMENT

RESOLUTION No. 15, 2019

A RESOLUTION APPROVING THE TEMPORARY BUDGET FOR 2019

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 2018 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, 2019; and

WHEREAS, the total appropriations in the 2018 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is the sum of \$10,292,644.32 and

WHEREAS, the total appropriations so made will not exceed 26.25% of the total appropriations in the 2018 Budget, exclusive of any appropriations made for interest on debt redemption charges and capital improvement fund in said 2018 Budget is the sum of \$2,701,819.13

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 - 2019

Administrative & Executive	
Salaries & Wages	0.00
Other Expenses	945.00
Mayor & Council	
Salaries & Wages	17,307.00
Municipal Clerk	
Salaries & Wages	35,642.00
Other Expenses	10,723.00
Elections	
Other Expenses	1,706.00
Financial Administration	
Salaries & Wages	19,159.00
Other Expenses	5,513.00
Annual Audit	
Other Expenses	7,481.00
Assessment of Taxes	
Salaries & Wages	8,326.00
Other Expenses	4,066.00
Collection of Taxes	
Salaries & Wages	21,412.00
Other Expenses	3,675.00
Legal Services & Costs	
Other Expenses	38,062.00
Engineering Services & Costs	
Other Expenses	7,875.00

Public Building & Grounds	
Other Expenses	53,208.00
Municipal Land Use Law (NJSA 40A:55D-1)	
Planning Board	
Salaries & Wages	2,455.00
Other Expenses	5,250.00
Board of Adjustments	
Salaries & Wages	2,455.00
Other Expenses	2,355.00
Shade Tree	
Other Expenses	105.00
Insurance Premiums	
Group Insurance for Employees	361,494.00
Other Insurance Premiums	32,230.00
Workmen's Compensation Insurance	91,030.00
Uniform Fire Safety Act	
Salaries & Wages	2,433.00
Other Expenses	1,835.00
Fire	
Salaries & Wages	92,726.00
Other Expenses	18,564.00
Aid to Volunteer Fire Companies	
Operation & Maintenance	5.00
Police	
Salaries & Wages	457,191.00
Other Expenses	34,089.00
Communications	
Salaries & Wages	471.00
Other Expenses	3,856.00
Emergency Management Services	
Salaries & Wages	265.00
Other Expenses	1,312.00
Road Repairs & Maintenance	
Salaries & Wage	115,731.00
Other Expenses	34,834.00
Sewer System	
Salaries & Wages	
Finance & Administration	0.00
Other Expenses	
Finance & Administration	2,362.00
Operation & Maintenance	7,875.00
Landfill - Tipping Fees	113,400.00
Sanitation	38,062.00
Municipal Services Act	12,600.00
Dog Warden	
Contractual	2,520.00
Other Expenses	
Senior Citizen Center	
Other Expenses	26.00
Parks & Playgrounds	
Salaries & Wages	1,837.00
Other Expenses	6,195.00
Historian	
Other Expenses	131.00

State Uniform Construction Code	
Construction Code Official	
Salaries & Wages	41,113.00
Other Expenses	1,856.00
Utilities	
Gasoline	11,812.00
Electricity	26,250.00
Telephone & Telegraph	12,337.00
Natural Gas	11,812.00
Street Lighting	32,812.00
Fire Hydrant Services	18,637.00
Water & Sewer	1,706.00
Accumulated Leave	1.00
Contingent	125.00
Public Employees' Retirement System inside cap	51,340.00
Police & Firemen's Retirement System inside cap	121,481.00
Social Security	63,000.00
Unemployment Compensation Insurance	3,675.00
Maintenance of Free Public Library	
Other Expenses	79,224.00
Atlantic County Sewerage Authority	
Share of Costs	126,369.00
City of Northfield's Share of Sewer Rents	2,685.00
NJPDES Stormwater Permit Streets & Roads	1,837.00
NJPDES Stormwater Permit Landfill Tipping	6,562.00
NJPDES Stormwater Permit Municipal Clerk	131.00
Dispatch Shared Services	90,498.00
Municipal Court Shared Service	34,399.00
Emergency Medical Services	4,725.00
Municipal Alliance Grant	3,153.00
Total	2,428,209.00

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 1, 2019

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 2019. 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 23
WEDNESDAY, FEBRUARY 13
WEDNESDAY, FEBRUARY 27
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
THURSDAY, OCTOBER 10
WEDNESDAY, OCTOBER 23
WEDNESDAY, NOVEMBER 13
TUESDAY, NOVEMBER 26
WEDNESDAY, DECEMBER 11
THURSDAY, DECEMBER 26 (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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 2, 2019

A RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR 2019

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 2019.

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, 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. Sun National Bank
3. TD Bank
4. PNC Bank
5. OceanFirst Bank
6. Crown Bank
7. BB&T Bank

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, 2019 to December 31, 2019. 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, 2019

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 4, 2019

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 3rd day of January, 2019, by the Common Council of the City of Linwood, State of New Jersey that:

1. During the year 2019, 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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 5, 2019

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 6, 2019

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 7, 2019

**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, 2019 for the first quarter, May 11, 2019 for the second quarter, August 11, 2019 for the third quarter and November 11, 2019 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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 8, 2019

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 9, 2019

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 2019:

The Mainland Journal

The Press of Atlantic City

Ocean City Sentinel-Ledger

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 10, 2019

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, 2019 and ending December 31, 2019.

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 11, 2019

A RESOLUTION APPOINTING THE TAX ASSESSOR AS AGENT IN APPEALS
TO REDUCE ASSESSMENTS FOR THE YEAR 2019

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 2019 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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 12, 2019

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 13, 2019

A RESOLUTION ADOPTING ROBERT'S RULES OF ORDER

BE IT RESOLVED that the Common Council of the City of Linwood hereby adopts Robert's Rules of Order Revised as the rules and procedures to be followed by the Council for the conduct of meetings.

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 14, 2019

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, 2019 to December 31, 2019.

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Referenced State Contract Vendors

<u>Commodity/Service</u>	<u>Vendor</u>	<u>Amount/State Contract #</u>
Office supplies	Staples Inc.	\$15,000.00
Computers	Dell, Inc.	\$20,000.00

RESOLUTION No. 16, 2019

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 2018 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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 17, 2019

A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO SUBSTITUTE TWO MAILINGS
IN LIEU OF ADVERTISING OF THE TAX SALE TO BE HELD IN 2019

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 2019 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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 18, 2019

A RESOLUTION CONFIRMING MAYORAL APPOINTMENTS FOR THE YEAR 2019

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>
Roger Steedle	Planning Board	4 yrs	12/31/22
Steven Abramoff	Planning Board	4 yrs	12/31/22
Brian Heun	Planning Board	1 yr	12/31/19
Joseph Breidenstine	Planning Board	1 yr	12/31/19
Jodi Kahn	Environmental Commission	3 yrs	12/31/21
Kristopher Shinn	Environmental Commission	3 yrs	12/31/21
Howard Rush	Recreation Board	5 yrs	12/31/23
Elizabeth Dalessio	Library Board	5 yrs	12/31/23
Joseph Molineaux	Economic Development Committee	3 yrs	12/31/21
Brett Matik	Economic Development Committee	3 yrs	12/31/21
Chris Hodgens	Economic Development Committee	3 yrs	12/31/21

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 19, 2019

A RESOLUTION REAPPOINTING TIM LONGNECKER AS DEPUTY EMERGENCY
MANAGEMENT COORDINATOR 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 Tim Longnecker to the position
of Deputy Emergency Management Coordinator; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood, that the Mayor's reappointment of Tim Longnecker to the
position of Deputy Emergency Management Coordinator for a one year
term expiring on December 31, 2019, 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 3rd
day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 20, 2019

A RESOLUTION AUTHORIZING THE REAPPOINTMENT OF DAVID G. BUZBY AS THE UNIFORM FIRE SAFETY INSPECTOR FOR THE CITY OF LINWOOD

WHEREAS, by Resolution No. 36 of 2014, Resolution No. 30, 2015, Resolution No. 25, 2016, Resolution No. 24, 2017, and by Resolution 20, 2018 David G. Buzby was re-appointed to the position of Uniform Fire Safety Inspector for the City of Linwood;

WHEREAS, said appointment expired on December 31, 2018; and

WHEREAS, Tom Flynn, the Linwood Fire Official, has recommended the reappointment of David G. Buzby to said position; and

WHEREAS, the Common Council of the City of Linwood is desirous of reappointing David G. Buzby;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that David G. Buzby be and is hereby reappointed to the position of Uniform Fire Safety Inspector for a one year term expiring on December 31, 2019 at a salary of \$2,500.00 as provided for in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 21, 2019

A RESOLUTION CONFIRMING THE APPOINTMENT OF DARREN MATIK AS EMERGENCY MANAGEMENT COORDINATOR FOR THE CITY OF LINWOOD

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

WHEREAS, the Mayor has appointed Darren Matik to the position of Emergency Management Coordinator; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Mayor's appointment of Darren Matik to the position of Emergency Management Coordinator for a three-year term expiring on December 31, 2021, be and is 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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 22, 2019

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, & Coombs, P.A. has submitted a letter of intent dated November 16, 2018 indicating he will provide Municipal Legal Counsel services; and

WHEREAS, Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin, Sampoli, & Coombs, 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, & Coombs, 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, & Coombs, 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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-27-18
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 & Coombs P.A., 1201 New Road Suite 230 Linwood, NJ 08221.

YOUNGBLOOD
FRANKLIN
SAMPOLI
& COOMBS P.A.
ATTORNEYS AT LAW

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

JOSEPH L. YOUNGBLOOD, JR.
JAMES E. FRANKLIN II
L. PATRICIA SAMPOLI ◊
JORGE F. COOMBS

L. ANTHONY GIBSON
SPECIAL COUNSEL
TO THE FIRM

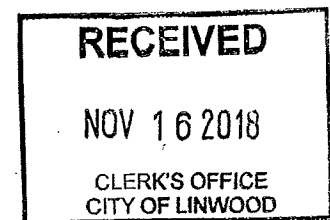
JOSEPH L. YOUNGBLOOD III
OF COUNSEL

HENRY G. BROOME, JR.
COUNSEL TO THE FIRM

◊ CERTIFIED BY THE NEW JERSEY
SUPREME COURT AS A
CIVIL TRIAL ATTORNEY

November 16, 2018

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



Re: City of Linwood
Our File No. N9487-JY

Dear Leigh Ann:

This letter is in response to your email under date of November 14, 2018 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 2019. I would propose to continue my current rates, which have been in effect for many years. More specifically, I would propose that my retainer remain at \$23,000 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 continue to be billed at the rate of \$140 per hour for myself or any other partner in the firm. Work completed by associate attorneys would continue to be billed at \$125 per hour and work completed by a paralegal would be billed at \$85 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 & COOMBS, PA

By: 
JOSEPH L. YOUNGBLOOD, JR., ESQUIRE

JLY/tvb
Enclosures

RESOLUTION No. 23, 2019

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO
JOEL FLEISHMAN AS BOND COUNSEL

WHEREAS, the City of Linwood has a need to acquire legal services as Bond 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, Joel M. Fleishman, Esq., has submitted a letter of intent dated December 7, 2018 indicating he will provide Bond Counsel services; and

WHEREAS, Joel M. Fleishman, Esq., has completed and submitted a Business Entity Disclosure Certification which certifies that Joel M. Fleishman, Esq., 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 Joel M. Fleishman, 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 Joel M. Fleishman, Esq., 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, 2019

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-27-18
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, 2019, effective as of January 1, 2019, 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, 646 Ocean Heights Avenue, Suite 103, 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 2018 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 2018 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 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 \$2,800.00 plus \$1.00 per thousand dollars of bonds issued, with a minimum fee of \$8,500.00. For more complicated transactions involving refundings 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 \$500.00 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 \$150.00 per hour for attorney time and \$85.00 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.
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 \$1,850.00. 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 \$150.00 per hour.

4. For matters involving the New Jersey Environmental Infrastructure Financing Program, we will continue to provide our legal services at the fixed hourly rate of \$150.00 per hour for attorney time and \$85.00 per hour for legal assistant time.
- E. 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.

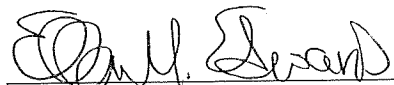
ATTEST:

CITY OF LINWOOD

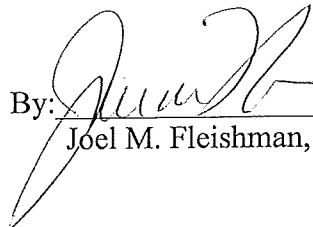
By: _____
Richard L. DePamphilis, Mayor

WITNESS:

BOND COUNSEL:
FLEISHMAN-DANIELS LAW OFFICES, LLC



Ellen M. Edwards

By: 

Joel M. Fleishman, Esquire

RESOLUTION No. 24, 2019

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 15, 2018 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. 24, 2019
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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-27-18
Re: Availability of Funds-Audit Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds 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

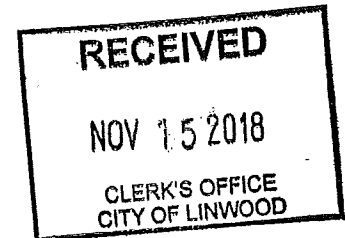
& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226

PHONE 609.399.6333 • FAX 609.399.3710

www.ford-scott.com



November 15, 2018

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 the City of Linwood for the year ended December 31, 2018. We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements of the City of Linwood as of and for the year ended December 31, 2018. 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 2019 Local Municipal Budget from information provided to us by officials of the City of Linwood.
- Assistance in the preparation of the 2018 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 2018 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 2018 Annual Debt Statement.

We have also been engaged to report on supplementary information other than Required Supplementary Information (RSI) that accompanies the City of Linwood's financial statements. We will subject the following supplementary information 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:

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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 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

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services 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. The objective also includes reporting on:

Internal control over financial reporting and compliance with the 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*.

If applicable, 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 and 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).

The *Government Auditing Standards* report on internal control over financial reporting and compliance 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) 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. The Uniform Guidance 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 the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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, the Provisions of the Uniform Guidance and New Jersey OMB 15-08, if applicable; and the Requirements of Audit promulgated by the New Jersey Division of Local Government Services and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and New Jersey OMB 15-08, if applicable, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single 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 or add emphasis-of-matter paragraphs. Since the entity's financial statements are presented in accordance with the regulatory basis of accounting, our opinion will be adverse for presentation in accordance with accounting principles generally accepted in the United States of America. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the regulatory basis, 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.

Audit Procedures—General

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, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable 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 abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting 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, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards 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 on major programs. However, we will inform the appropriate level of management of any material errors, 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.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests 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 your responsibilities for the financial statements; schedules of expenditures of federal and state award programs, if applicable; federal and state award programs, if applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. 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 the Uniform Guidance and New Jersey OMB 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, if applicable. 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 the Uniform Guidance and New Jersey OMB 15-08, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. 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*, and the Uniform Guidance, and New Jersey OMB 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*.

The 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 15-08 for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. 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 the Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the financial statements, schedules of expenditures of federal and state awards (if required), and related notes of the entity in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services, the 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, schedules of expenditures of federal and state awards and the related notes, 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.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, 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, schedules of expenditures of federal and state awards, if applicable, and all accompanying information in conformity with the Regulatory Basis of Accounting promulgated by the Division of Local Government Services in the State of New Jersey; 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 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, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management 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, affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud 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 government 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 the Uniform Guidance and NJ OMB 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal 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; promptly 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 when we begin our field work.

You are responsible for identifying all federal and state awards received, if applicable, and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and New Jersey OMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and New Jersey OMB 15-08; (3) 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 schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting prescribed by the NJ Division of Local Government Services. 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, or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with 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) you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) 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 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 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.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and state awards, if applicable, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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 \$28,500. 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. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2016 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. 26, 2019

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO DANIEL D. ALSOFROM AS SHARED MUNICIPAL PROSECUTOR FOR THE YEAR 2019 FOR THE CITIES OF LINWOOD AND NORTHFIELD

WHEREAS, the City of Linwood has a need to acquire services as Shared Municipal Prosecutor 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, Daniel D. Alsofrom of the firm Ackerman & Alsofrom, Esqs. has submitted a letter of intent dated November 19, 2018 indicating he will provide Shared Municipal Prosecutor services for the Cities of Linwood and Northfield as per a Shared Court Agreement; and

WHEREAS, Daniel D. Alsofrom of the firm Ackerman & Alsofrom, Esqs. has completed and submitted a Business Entity Disclosure Certification which certifies that Daniel D. Alsofrom of the firm Ackerman & Alsofrom, Esqs. 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 Daniel D. Alsofrom of the firm Ackerman & Alsofrom, Esqs. 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 Daniel D. Alsofrom of the firm Ackerman & Alsofrom, Esqs. 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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF NORTHFIELD/LINWOOD MUNICIPAL PROSECUTOR

1. **Individual responsible for performing this position:** Daniel D. Alsofrom, Esq. of Ackerman & Alsofrom, Esqs. 1630 New Road Suite 2C Northfield, New Jersey 08225 (W) (609) 645-5105, (H) (609) 404-0809, (C) 609-457-8871 and Email: Alsofromlaw1@aol.com.

2. **Experience:** Daniel D. Alsofrom, Esq. has been a criminal defense attorney for thirty-one years and has handled cases from the Essex County Superior Court and the Essex Municipal Courts to the Cape May County Superior Court and the Cape May Municipal Courts. I have handled numerous cases in Linwood and Northfield for the past thirty years and I am very familiar with the functioning of that particular court system. I am currently the Egg Harbor Township Municipal Prosecutor and the Northfield/Linwood Prosecutor during 2018.

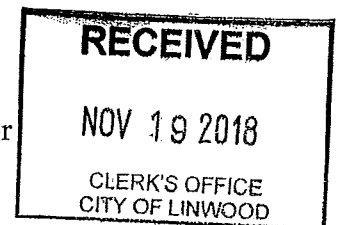
Additionally, besides a vast experience, Daniel D. Alsofrom, Esq. has a strong desire to prosecute cases and return to where he began his career working for the United States Attorney's Office. Daniel D. Alsofrom, Esq. is a trial attorney who has tried numerous cases involving violations of N.J.S.A. 39:40-50 and drug offenses. Daniel D. Alsofrom, Esq. understands that experience is essential, but not enough. Daniel D. Alsofrom, Esq. is a dedicated attorney seeking to continue to be part of the law enforcement team for the City of Northfield and Linwood where his law firm has been located for numerous years.

Daniel D. Alsofrom, Esq. will be the individual that will be responsible for providing the services to the Township. His office and staff will also support his services.

Marieann Harp - 1 year - Legal Assistant

Danielle Gross - 3 years - Legal Assistant

Carl N. Tripician, Esq. - See attached resume - Will be backup Prosecutor



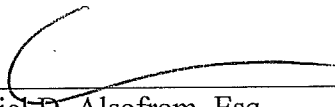
3. **Fee Schedule:** \$23,400.00 retainer, \$100.00 per hour for ancillary work, i.e. responses to motions.

4. **Disciplinary Actions:** No disciplinary actions.

5. **Conflict of Interest:** No potential conflicts of interest exist.

ACKERMAN & ALSOFROM

Date: 11/19/18

By: 
Daniel D. Alsofrom, Esq.

RESOLUTION No. 27, 2019

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO DANIEL M. LEVINE AS SHARED MUNICIPAL PUBLIC DEFENDER FOR THE YEAR 2019 FOR THE CITIES OF LINWOOD AND NORTHFIELD

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional to serve as Shared Municipal Public Defender for the Cities of Linwood and Northfield as per a Shared Court Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Daniel M. Levine of the firm of Christopher A. Brown, 3123 Atlantic Avenue, Atlantic City, NJ 08401, is hereby hired for an amount not to exceed \$7,200.00 to serve as Shared Municipal Public Defender for the Cities of Linwood and Northfield as per a Shared Court Agreement;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with Daniel M. Levine with regard to the aforesaid for a one year term beginning on January 1, 2019 and expiring on December 31, 2019. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 3rd day of January, 2019.

RESOLUTION NO. 27, 2019
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____



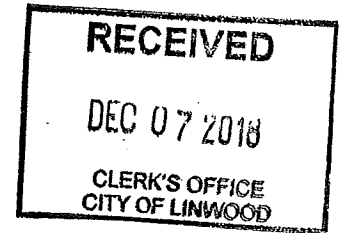
CHRISTOPHER A. BROWN
COUNSELORS AT LAW L.L.C.

*Christopher A. Brown Esq. †**
Jennifer Torsiello Cassett, Esq.
Daniel M. Levine, Esq.

3123 Atlantic Ave • Atlantic City, NJ • 08401
TEL: 609-344-8270
Email: dlevinea@cbrownlaw.org
FAX: 609-344-8271
Website: www.cbrownlaw.org

† Certified By The Supreme Court of New Jersey As a Civil Trial Attorney
**Member N.J. and PA Bar*

December 7, 2018



Via Hand Delivery

Leigh Ann Napoli, Municipal Clerk
Registrar of Vital Statistics
400 Poplar Avenue
Linwood, NJ 08221

RE: Requests for Proposals Professional Services 2019

Dear Ms. Napoli:

I hope this correspondence finds you doing well. Below please find a Proposal for Professional Services.

1. I, Daniel M. Levine, Esquire have been an associate with the Law Firm of Christopher A. Brown since September of 2017. I received my Juris Doctorate from Rutgers School of Law in Camden, New Jersey in 2016. Since joining the Law Firm of Christopher A. Brown, I have provided legal representation throughout numerous Municipal Courts within the State of New Jersey.
2. My fee is \$300.00 a municipal court session.
3. I am a licensed Attorney in the State of New Jersey. I have been representing defendant's in municipal court ever since joining the Law Firm of Christopher A. Brown. Prior to that, I was a Judicial Law Clerk for the Honorable Donna M. Taylor in the Superior Court of New Jersey, Criminal part. In law school, I focused my studies in criminal law, ultimately achieving a Certificate in Criminal Law and Procedure upon graduation.
4. A Certificate of Insurance issued by an insurance carrier authorized to do business in the State of New Jersey that reflects the amount of professional liability insurance in effect during the contract period is attached
5. Thank you for your attention in this regard. Should you have any questions or concerns, please do not hesitate to contact me.

Cordially yours,

Daniel M. Levine, Esq.

RESOLUTION No. 28, 2019

A RESOLUTION AUTHORIZING A SECOND AMENDED AGREEMENT FOR SHARED MUNICIPAL COURT FOR THE MUNICIPALITIES OF THE CITY OF NORTHFIELD AND THE CITY OF LINWOOD

WHEREAS, N.J.S.A. 2B:12-1c provides in part that two or more municipalities may enter into an agreement for shared municipal court services; and

WHEREAS, the City of Northfield and the City of Linwood have negotiated and agreed upon the terms and conditions of such an amended agreement; and

WHEREAS, a written second amended agreement, specifying those terms and conditions, has been prepared by the Northfield City Solicitor, which agreement is entitled " Second Amended Agreement for Shared Municipal Court for the Municipalities of the City of Linwood and the City of Northfield"; and

WHEREAS, the Common Council of the City of Linwood is desirous of ratifying this amended agreement and authorizing its execution;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the amended agreement entitled " Second Amended Agreement for Shared Municipal Court for the Municipalities of the City of Linwood and the City of Northfield" be and hereby is ratified;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute this Second Amended Agreement with the City of Northfield for the shared municipal court services.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-27-18
Re: Availability of Funds-Court Shared Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$135,321.00 will be available under the Municipal Court Shared Services operating budget. Funds will be encumbered to City of Northfield, 1600 Shore Road, Northfield, NJ 08225.

SECOND AMENDED AGREEMENT FOR SHARED MUNICIPAL COURT FOR THE
MUNICIPALITIES OF
THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD

THIS AGREEMENT is made this ____ day of _____, 201__

BY AND BETWEEN the CITY OF LINWOOD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Linwood") and the CITY OF NORTHFIELD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Northfield").

WHEREAS, N.J.S.A. 2B:12-1c provides in part:

Two or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court. Where municipal courts share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, pursuant to the authority granted by N.J.S.A. 2B:12-1c, Linwood and Northfield desire to enter into an agreement creating a shared Municipal Court;

NOW, THEREFORE, Linwood and Northfield agree as follows:

1. Establishment of A Shared Municipal Court. Linwood and Northfield agree to the establishment and administration of a Shared Municipal Court to serve those two Municipalities pursuant to N.J.S.A. 2B:12-1c et. seq.
2. Name. The City of Linwood's Municipal Court shall be known as the "Linwood Municipal Court". The City of Northfield's Municipal Court shall be known as the "Northfield Municipal Court".
3. Seal. The Municipal Court of the City of Linwood and the Municipal Court of the City of Northfield (hereinafter collectively the "Courts") shall continue to use their respective seals bearing the name of each Court.
4. Jurisdiction, Practice and Procedure. The Courts will have such jurisdiction as is now, or will hereafter, be conferred upon it by the laws and of the State of New Jersey and the practice and procedure of the Court shall be governed by the laws in such case made and provided in such Rules as the New Jersey Supreme Court will promulgate and make applicable to the Court.

5. Municipal Court Judge:

- A. There shall be a shared Municipal Court Judge appointed as provided by N.J.S.A. 2B:12-4 in the case of a Shared Municipal Court. The Municipal Court Judge, who shall be appointed by each Municipality, shall serve for a term of three years from the date of appointment and until a successor shall be appointed and qualified. The choice for appointment shall alternate between the Linwood Mayor and the Northfield Mayor for each term, with the Linwood Mayor having selected the candidate for the first appointment in 2009.
- B. The Municipal Court Judge shall have and possess the qualifications as established by N.J.S.A. 2B:12-7 and by the New Jersey Supreme Court and shall have, possess and exercise all the functions, duties, power and jurisdiction conferred by law or ordinance. Whenever the Municipal Court Judge is unable to sit as such, any Judge designated by the Superior Court of New Jersey Vicinage I (Atlantic-Cape May Counties) Assignment Judge may sit for him/her temporarily and hold the Municipal Court. Any such designee, while sitting temporarily, shall possess all of the powers of the Municipal Court Judge.
- C. The Municipal Court Judge faithfully shall carry out all of the duties and responsibilities of a Municipal Court Judge and shall abide by all rules and regulations established for Municipal Court Judges by the New Jersey Supreme Court, by the Administrative Office of the Courts and by the laws of the State of New Jersey.
- D. The salary for the Judge shall be under the salary ordinance of the City of Northfield for the duration of each term and the Judge shall be an employee of that Municipality for the duration of each term.

6. Management; Budget:

- A. The City of Northfield shall have general management authority of Municipal Court employees and shall have the sole discretion to deal with day to day personnel issues and these employees shall be employed by and paid under the salary ordinance of the City of Northfield. However, the Municipalities shall confer and reach agreement on significant personnel issues that directly impact both Municipalities including, but not limited to hiring, termination and salary, with the exception of the salaries of the Court Administrator and Deputy Court Administrator, whose salaries are determined by the collective bargaining contracts voted upon only by the City of Northfield, insofar as they impact and relate to the Shared Courts.

In consideration for the City of Northfield employing and paying salaries to the Municipal Court Judge, the Court Administrator, the Court Deputy Clerk, the Prosecutor and the Public Defender, as well as incurring and paying other related costs to maintain its Court facilities for use by both Municipalities, the City of Linwood shall pay the following annual fees to the City of Northfield on an annual basis:

2018 Annual Fee: \$131,045 (2.5% increase over 2017)

2019 Annual Fee: \$135,321 (2.5% increase plus one-half of 2019 Municipal Court Judge Salary increase)

7. Revenue Distribution.

- A. All fines levied on summons/warrants/tickets or other charges issued by a Municipality's police department or any other law enforcement entity or by any private citizen pursuant to a local ordinance violation or pursuant to the statutes and administrative regulations of the State of New Jersey shall be paid and forwarded by the Municipal Court to the Chief Financial Officer of the Municipality where the offense was committed.
- B. All other revenues that are neither ordinance fines or fines that are required by law are to be distributed to according to law.

8. Municipal Prosecutor. There shall be a shared Municipal Prosecutor for the Courts who shall prosecute cases in the Linwood Municipal Court and the Northfield Municipal Court. The Municipal Prosecutor shall be selected for a one (1) year term by the Municipality that did not select the Municipal Judge during those three (3) consecutive one (1) year terms. Although the compensation of the Municipal Prosecutor shall be determined jointly with the consent of each Municipality, the Prosecutor shall enter into a professional service contract with and shall be paid by the City of Northfield.

9. Municipal Public Defender. There shall be a shared Municipal Public Defender who shall represent those indigent defendants assigned by the Municipal Court Judge for the Courts. The Municipal Public Defender shall be selected for a one (1) year term by the Municipality that did not select the Municipal Judge during those three (3) consecutive one (1) year terms. Although the compensation of the Municipal Public Defender shall be determined jointly with the consent of each Municipality, the Municipal Public Defender shall enter into a professional service contract with and shall be paid by the City of Northfield.

10. Municipal Court Administrator. There shall be an Administrator of the shared Courts, appointed by both Municipalities, who shall perform the functions and duties prescribed for Municipal Court Administrators by law, by the Court Rules applicable to Municipal Courts and by the Municipal Court Judge. The Administrator

shall be appointed by Northfield with the consent of Linwood for a term of one year, subject, however, to the tenure provisions as set forth in N.J.S.A. 2A:8-13.2 and shall be an employee of Northfield. The compensation of the shared Administrator shall be determined by Northfield with the consent of Linwood and the Administrator shall be paid under the Northfield salary ordinance. The Administrator's duties shall include, but not be limited to:

- A. Carrying out the rules, regulations, policies and procedures relating to the operation of the Courts, inclusive of the supervision of the Deputy Municipal Court Administrator .
- B. Interviewing and speaking to persons wishing to file criminal or quasi-criminal complaints or wishing information in that regard; receiving complaints and dispensing information relating to court matters.
- C. Maintaining the financial records of the Courts, including overseeing the receipt and accounting for fines and costs.
- D. Attending court, as scheduled in Northfield or as may be otherwise agreed, recording pleas, judgments and dispositions; arranging trial calendars; signing court documents; preparing and issuing warrants and commitments and other court related documents.
- E. Maintaining and classifying records and files of the Courts.
- F. Maintaining, forwarding, receiving and reporting such records, reports and files as required by appropriate agencies.
- G. Consulting and meeting with the AOC on an "as needed" basis and making daily decisions regarding the closing of the Courts, personnel coverage for the Courts and work assignments/scheduling of Court personnel.
- H. Carrying out such additional duties as may be required in order to fulfill the duties of the Court Administrator, including, without limitation, those duties falling within the parameters of N.J.S.A. 2B-12-13.

11. Deputy Municipal Court Administrator. There shall be a Deputy Municipal Court Administrator of the shared Courts, appointed by both Municipalities who shall perform the functions and duties assigned by the Municipal Court Judge and Municipal Court Administrator. The compensation of the Deputy Municipal Court Administrator shall be determined by the City of Northfield with the consent of the City of Linwood and the Deputy Municipal Court

Administrator shall be employed by the City of Northfield under Northfield's salary ordinance.

12. Necessary Clerical and Other Assistance. As per the agreement of the Municipalities, there may be employed such other clerical and other personnel, full or part-time, for the Courts as is necessary for the efficient operation of the Courts. The City of Northfield shall employ such clerical and other personnel with the advice and consent of Linwood.
13. Auditor. The Auditor for the shared Courts shall be the Auditor of the City of Northfield and shall be paid by the City of Northfield. The Auditor shall perform a yearly audit of the Linwood Municipal Court and the Northfield Municipal Court in accordance with requirements of the Local Fiscal Affairs Law, N.J.S.A. 4A:5-1 et. seq. A copy of the complete audit shall be supplied to each participating Municipality.
14. Location. Linwood and Northfield will share the Northfield Court facilities and all of their Court sessions will be held in the Northfield Municipal Court at Northfield City Hall.
15. Court Days. Northfield and Linwood will hold their Court Days as scheduled by the Court Administrator in conjunction with the Judge. Emergency or special sessions can be scheduled as may be necessary by the Court Administrator in consultation with the Judge and as per the agreement of the Municipalities. All Court sessions shall be held between 9:00 a.m. and 3:00 p.m. or as may be agreed upon by the Municipalities.
16. Insurance. Linwood and Northfield are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from this Second Amended Agreement. Northfield shall maintain workers compensation insurance to cover the Municipal Court employees on their payroll.
17. Withdrawal. Except for the calendar year during which this Agreement is executed and becomes effective, either member of the shared Courts may withdraw from this Agreement at the end of a calendar year, provided, however, that on or before one hundred and twenty (120) days next preceding the end of the calendar year the withdrawing member has given the other member's Municipal Clerk written notice of its intention to withdraw. If the City of Linwood withdraws, it shall remain responsible for its pro-rata share of its annual payment through the date of the actual termination.
18. Municipal Court Committee. A Municipal Court Committee will be created and operated to act as liaison between the Courts and between each

Municipal Court and their respective Municipality's governing body. Each participating Municipality agrees to designate at least two (2), but not more than three (3) members of their governing body to serve on the Municipal Court Committee, which Committee will meet from time to time to make determinations on relevant and pending issues; assure that there is cooperation between the Municipalities and to insure communication of all matters relating to the shared Municipal Courts.

19. Effective Date: Length of Agreement.

- A. A condition pursuant to this Agreement becoming effective is the adoption by each participating Municipality of a Resolution authorizing a shared Municipal Court and authorizing the Mayor to sign the Second Amended Agreement. Once the Resolutions have been adopted then the effective date of this Agreement shall remain January 1, 2018. Each of the aforementioned Resolutions shall identify and incorporate this Second Amended Agreement by reference and a copy of the Second Amended Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.
- B. The term of this Agreement shall end on December 31, 2019 subject to the right of withdrawal of either participating Municipality as set forth in Paragraph 17. Upon expiration of this Agreement, the Courts shall continue operating pursuant to the terms of this Agreement until such time as a new Agreement has been ratified by the participating Municipalities.

20. Miscellaneous.

- A. This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing approved and executed by both participating Municipalities.
- B. The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.
- C. If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

D. This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Mayors and their Municipal seals affixed hereto and attested by their respective Clerks the day and year first above written.

ATTEST:

CITY OF LINWOOD

BY: _____

CITY OF NORTHFIELD



BY:  _____

RESOLUTION No. 29, 2019

A RESOLUTION EXTENDING THE TERM OF A CONTRACT WITH TRI-CARE MEDICAL TRANSPORTATION FOR SHARED EMERGENCY MEDICAL SERVICES IN THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD

WHEREAS, on February 29, 2016, the City of Linwood and the City of Northfield entered into an Agreement for Basic Life Support with Tricare Medical Transportation to provide Basic Life Support and related services as more specifically described in said Agreement for Basic Life Support "(Agreement)"; and

WHEREAS, Article II J of the Agreement provides as follows;

J. Contract Period

The term for this Agreement is from February 27, 2016 through February 28, 2019 (the "Initial Term"). At the end of the Initial Term, the Cities and the Contractor shall have the option to agree to renew the Agreement on the same terms and conditions for two (2) additional terms of one (1) year each (each, a "Renewal Term"). The Cities and the Contractor may meet to negotiate potential changes to the Agreement including any increases/decreases in scope of service necessary for the upcoming contract period no later than 120 days before the end of the Initial Term or any Renewal Term, and an agreement must be reached on any new or amended provisions no less than sixty (60) days prior to the end of the Initial Term or any Renewal Term.

WHEREAS, the City of Linwood, subject to and contingent upon the agreement of the City of Northfield, desires to exercise the first of two options contained in the Agreement to extend the Agreement for a period of one year, i.e. from February 28, 2019 through February 27, 2020 with no other changes to the Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that subject to and contingent upon the City of Northfield awarding same at its Council Meeting, the term of the Agreement for Basic Life Support for shared emergency medical services in the City of Linwood and the City of Northfield be and is hereby extended for a period of one year, i.e. from February 28, 2019 through February 27, 2020 with no other changes to the Agreement;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute any required documentation to effectuate the one year extension of the Agreement for Basic Life Support.

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 3rd day of January, 2019.

RESOLUTION No. 29, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-27-18
Re: Availability of Funds-EMS Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$18,000 will be available under emergency medical services shared services in the 2019 operating budgets. Funds will be encumbered to TriCare Medical Transportation, 825 Noah's Rd Pleasantville, NJ 08232.

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 215-2018**

**A RESOLUTION EXTENDING TERM OF A CONTRACT WITH TRI-CARE
MEDICAL TRANSPORTATION FOR SHARED EMERGENCY MEDICAL
SERVICES IN THE CITY OF LINWOOD AND THE CITY OF
NORTHFIELD**

WHEREAS, on February 29, 2016, the City of Linwood and the City of Northfield entered into an Agreement for Basic Life Support with Tricare Medical Transportation to provide Basic Life Support and related services as more specifically described in said Agreement for Basic Life Support (“Agreement”); and

WHEREAS, Article II J of the Agreement provides as follows:

J. CONTRACT PERIOD

The term for this Agreement is from February 27, 2016 through February 28, 2019 (the “Initial Term”). At the end of the Initial Term, the Cities and the Contractor shall have the option to agree to renew the Agreement on the same terms and conditions for two (2) additional terms of one (1) year each (each, a “Renewal Term”). The Cities and the Contractor may meet to negotiate potential changes to the Agreement including any increases/decreases in scope of service necessary for the upcoming contract period no later than 120 days before the end of the Initial Term or any Renewal Term, and an agreement must be reached on any new or amended provisions no less than sixty (60) days prior to the end of the Initial Term or any Renewal Term.

WHEREAS, the City of Northfield, subject to and contingent upon the agreement of the City of Linwood, desires to exercise the first of two options contained in the Agreement to extend the Agreement for a period of one year, i.e. from February 28, 2019 through February 27, 2020 with no other changes to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northfield that, subject to and contingent upon the City of Linwood awarding same at its Council Meeting, the term of the Agreement for Basic Life Support for shared emergency medical services in the City of Linwood and the City of Northfield be and is hereby extended for a period of one year, i.e. from February 28, 2019 through February 27, 2020 with no other changes to the Agreement.

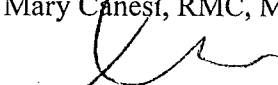
BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute any required documentation to effectuate the one year extension of the Agreement for Basic Life Support.

I, Mary Canesi, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing resolution was duly adopted at a Meeting of Northfield City Council, held this 18th day of December, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of December, 2018.



Mary Canesi, RMC, Municipal Clerk



Erland Chau, Mayor

Roll Call:

Aye: Korgut, Lischin, Murray, O'Neill, Perri, Travagline, Dewees

Nay:

Abstain:

Absent:

RESOLUTION No. 30, 2019

A RESOLUTION AWARDING THE CONTRACT TO LEE'S EMERGENCY EQUIPMENT, INC.
FOR THE LADDER TRUCK COMPARTMENT AND BODY MODIFICATIONS FOR THE
LINWOOD FIRE DEPARTMENT

WHEREAS, the City of Linwood received bids for The Ladder Truck
Compartment and Body Modifications in the City of Linwood on Tuesday,
December 18, 2018 at 10:00 a.m. prevailing time; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood that the Contract for the Ladder Truck Compartment and Body
Modifications be and is hereby awarded to Lee's Emergency Equipment,
Inc., 326 E. Main Street, Tuckerton, New Jersey 08087, for the Base
Bid amount of \$35,275.00, as set forth in the bid submitted, which is
attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are
hereby duly authorized, empowered and directed to execute a Contract
or Agreement with Lee's Emergency Equipment, Inc. in accordance with
the terms and conditions set forth in the bid/proposal submitted;

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a
Certification of Availability of Funds by the Chief Financial Officer
of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood,
do hereby certify that the foregoing resolution was duly adopted at a
Reorganization Meeting of the City Council of Linwood, held this 3rd
day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-20-18
Re: Availability of Funds-Ladder Truck Compartment & Body Modifications

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$35,275.00 are available under the Capital Ordinance 4-2018 B Fire Department Vehicles and Equipment. Funds will be encumbered to Lee's Emergency Equipment Inc. 326 E. Main Street Tuckerton, NJ 08087.

**Bid Opening Minutes for
Furnish Ladder Truck Compartment and Body Modifications**

December 18, 2018

Present: Leigh Ann Napoli, Municipal Clerk
Mary Cole, Deputy Municipal Clerk

Mrs. Napoli called the bid opening to order at 10:00 a.m.

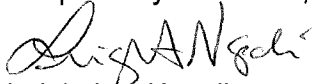
Mrs. Napoli announced that one bid was received. She opened the bid and read the bid amount. The bid results are as follows:

<u>Contractor</u>	<u>Address</u>	<u>Base Bid</u>
Lee's Emergency Equipment, Inc.	326 E. Main Street Tuckerton, NJ 08087	\$35,275.00

Mrs. Napoli noted that all paper work appears to be in order and that the bid will be submitted to the City Solicitor for review. City Council could choose to accept or reject any bid and a decision will be announced at a future Council meeting.

Mrs. Napoli called the meeting to close at 10:02 a.m.

Respectfully submitted,



Leigh Ann Napoli
Municipal Clerk

BID PROPOSAL FORM

The undersigned having carefully examined the Bid Documents together with any addenda issued thereto, hereby proposes to furnish Ladder Truck Compartment and Body Modifications, in strict accordance with the Bid Documents and to the full and entire satisfaction of the City for the sum of:


Base Bid TWENTY FIVE THOUSAND,
TWO HUNDRED - SEVENTY FIVE Dollars
(Amount in Words)

\$ 35,275.⁰⁰
(Amount in numbers)

PAID IN FULL IMMEDIATELY UPON COMPLETION, WHEN TRUCK PICKED UP.

NAME OF THE PROPOSER: LEE'S EMERGENCY EQUIPMENT, INC.

NAME OF AUTHORIZED SIGNATORY: LEWIS E. (LEE) EGGERT, V.P.

AUTHORIZED SIGNATORY SIGNATURE: 

DATE: DECEMBER 16, 2018

CONTACT ADDRESS:

326 EAST MAIN STREET

TUCKERTON, NEW JERSEY 08087

PHONE #: 609-296-1025 ; 609-709-5054

E-MAIL ADDRESS: lee0001@verizon.net

FAX: 609-294-1870

***** NOTE: *****
• SUBJECT TO SUFFICIENT SPACE TO GET THE REQUIRED LADDERS IN.
• CUSTOMER TO SUPPLY LADDERS SEPARATELY.

DUE TO CURRENT WORKLOAD, COULD START JOB LATE MORNING OR EARLY APRIL 15 OF 2019.

RESOLUTION No. 31, 2019

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED WITH REGARD TO A DUMPSTER PERMIT

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 on December 19, 2018 by Francesco Construction for work being performed at 304 W. Royal Avenue in the City of Linwood; and

WHEREAS, the project has been completed, no damage was done to the pavement, and all inspections have been finalized and approved; and

WHEREAS, no funds were utilized for the repair of said pavement and there remains a balance of \$500 to be refunded;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to Francesco Construction, 103 Astor Avenue, Egg Harbor Township, NJ 08234 as unused escrow funds.

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 32, 2019

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED WITH REGARD TO A DUMPSTER PERMIT

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 on November 16, 2018 by Action Creations for work being performed at 216 Schoolhouse Drive in the City of Linwood; and

WHEREAS, the project has been completed, no damage was done to the pavement, and all inspections have been finalized and approved; and

WHEREAS, no funds were utilized for the repair of said pavement and there remains a balance of \$500 to be refunded;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to Action Creations, 1149 West Avenue, Ocean City, NJ 08226 as unused escrow funds.

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 33, 2019

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED WITH REGARD TO A DUMPSTER PERMIT

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 on November 16, 2018 by Action Creations for work being performed at 521 Shore Road in the City of Linwood; and

WHEREAS, the project has been completed, no damage was done to the pavement, and all inspections have been finalized and approved; and

WHEREAS, no funds were utilized for the repair of said pavement and there remains a balance of \$500 to be refunded;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to Action Creations, 1149 West Avenue, Ocean City, NJ 08226 as unused escrow funds.

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 3rd day of January, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 3rd day of January, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

ORDINANCE NO. 1, 2019

AN ORDINANCE PROVIDING FOR THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF LINWOOD FROM SEAVIEW DOCKS, LLC AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

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

WHEREAS, the Mayor and Council of the City of Linwood, pursuant to N.J.S.A. 40A:12-5, have determined to purchase certain real estate for public purposes in the City of Linwood; and

WHEREAS, the City of Linwood has negotiated with the owner of the property which is identified as Lot 66 in Block 16.01 AND Lot 41 in Block 40 on the Tax Map of the City of Linwood; and

WHEREAS, the City of Linwood and Seaview Docks, LLC, the owner of the property, have negotiated the terms of the sale and have agreed to the conditions of said sale; and

WHEREAS, the City of Linwood has agreed to purchase the aforescribed property for \$150,000.00;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Linwood that the City of Linwood is hereby authorized to acquire the property described herein according to the terms of an Agreement of Sale to be entered into between the Seller, Seaview Docks, LLC and the Buyer, City of Linwood, pursuant to the draft Agreement of Sale attached hereto and made a part hereof;

BE IT FURTHER ORDAINED, that the Mayor and City Clerk be and are hereby authorized, directed and empowered to execute the Agreement of Sale and all other necessary and required documents in order to effect this purchase;

BE IT FURTHER ORDAINED, that this Ordinance and the authorization to purchase the subject property is specifically contingent upon the City of Linwood's ability to secure and obtain funding from the Frank H. Stewart Trust;

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies and should any section, clause,

sentence or provision of any item in this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

This Ordinance shall take effect upon its final passage and publication as provided by law.

FIRST READING: January 3, 2019

PUBLICATION: January 7, 2019

PASSAGE: January 23, 2019

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on January 3, 2019 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on January 23, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-28-18
Re: Availability of Funds-Seaview Open Space

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$150,000 will be available under Frank H Stewart Trust Open Space Grant in the 2019 budget. Funds will be encumbered to Seaview Docks LLC, 205 Cheltenham Ave. Linwood, NJ 08221.

ATTORNEY PREPARED AGREEMENT OF SALE

This contract has been prepared by a licensed New Jersey Attorney, and it is binding upon all parties upon their signing. Neither the Buyer nor the Seller have a three day right of cancellation because this contract was not prepared by a Real Estate Agent or Broker

Prepared by:

Joseph L. Youngblood, Jr., Esquire

This Contract for Sale is made on November 27, 2018,

BETWEEN

SEAVIEW DOCKS, LLC

whose address is 205 Cheltenham Avenue, Linwood, New Jersey 08221,

referred to as the Seller,

AND

the CITY OF LINWOOD

whose address is 400 Poplar Avenue, Linwood, New Jersey 08221,

referred to as the Buyer.

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the property described in this contract. However, this contract is expressly conditioned upon the City of Linwood's receipt of a grant, or approval thereof, from the Stewart Trust Fund in the amount of \$150,000.00 on or before December 31, 2018.

2. Property. The property to be sold consists of: (a) the land and all other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; The real property to be sold is commonly known as Seaview Avenue in the City of Linwood in the County of Atlantic in Block 16.01, Lot 66 and Block 40, Lot 41.

3. Purchase Price. The purchase price is \$150,000.00.

4. Payment of Purchase Price. The Buyer will pay the purchase price as follows:

Previously paid by the Buyer (initial deposit)	\$0.00
Upon signing of this contract (balance of deposit)	\$0.00
Balance to be paid at closing of title, in cash or by certified or bank cashier's check (subject to adjustment at closing)	\$150,000.00

5. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to make January 24, 2019, the estimated date for the closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at Surety Title Company, Northfield, New Jersey.

6. Transfer of Ownership. At the closing, the Seller will transfer ownership of the property to the Buyer. This transfer of ownership will be free of all claims and rights of others except as provided in other parts of this contract. The Seller will give the Buyer a properly executed deed and an

adequate affidavit of title. If the Seller is a limited liability company, it will also deliver a company resolution authorizing the sale.

7. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale the Seller agrees to provide and the Buyer agrees to accept a Deed known as a Bargain and Sale Deed.

8. Physical Condition of the Property. This property is being sold "as is". The Seller does not make any claims or promises about the condition or value of any of the property included in this sale. The Buyer has inspected the property and relies on this inspection and any rights which may be provided for in other parts of this contract.

9. Risk of Loss. The Seller is responsible for any damage to the property, except for normal wear and tear, until the closing.

10. Commissions. The Seller and Buyer agree that no realtors are involved in this sale and no commissions are due to any party as a result thereof.

11. Express Condition. This contract is expressly conditioned upon the approval and receipt of a grant in the amount of \$150,000.00 by the City of Linwood from the Stewart Trust Fund on or before December 31, 2018. In the event the City of Linwood does not receive the specified grant, then this contract and all terms and conditions thereof shall be null and void and the City of Linwood shall have no further obligation to the Seller.

12. Complete Agreement. This contract is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller also promises that the Seller has not make any other contract to sell the property to anyone else. The Seller's agreement to pay the Broker (if any) is contained on the back of this page.

13. Parties Liable. This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

SIGNED AND AGREED TO BY:

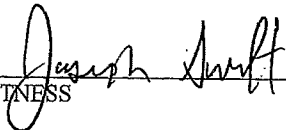
Witnessed or
Attested by:

Date Signed:

BUYER, CITY OF LINWOOD

LEIGH ANN NAPOLI, RMC,
MUNICIPAL CLERK

BY: RICHARD L. DEPAMPHILIS, III
MAYOR



WITNESS

SELLER, SEAVIEW DOCKS, LLC



BY: RICHARD BARTHOLOMEW
MANAGING MEMBER

12/4/18

STATE OF NEW JERSEY, COUNTY OF ATLANTIC SS.:

I CERTIFY that on November , 2018.

RICHARD L. DEPAMPHILIS, III, personally came before me and acknowledged under oath, to my satisfaction, that this person :

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

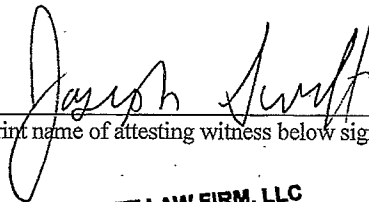
LEIGH ANN NAIOLI, RMC, MUNICIPAL CLERK

STATE OF NEW JERSEY, COUNTY OF ATLANTIC SS.:

I CERTIFY that on November , 2018,

RICHARD BARTHOLOMEW personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) he is the Managing Member of the Company named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper individual who is the Managing Member of the Company;
- (c) this document was signed and delivered by the Limited Liability Company as its voluntary act duly authorized by a proper resolution of its Members;
- (d) this person signed this proof to attest to the truth of these facts.



(Print name of attesting witness below signature)

Signed and sworn to before me on
November , 2018

Dec 4

SWIFT LAW FIRM, LLC
Joseph P. Swift, Esquire
1335 Tilton Road
Northfield, NJ 08225

ORDINANCE NO. 2, 2019

AN ORDINANCE AMENDING CHAPTER 152 FIRE PREVENTION, ARTICLE IV SMOKE AND HEAT DEVICES, SECTION 152-26 FEES OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

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

SECTION 1: Chapter 152, Article IV, Section 152-26 Fees Section E is hereby amended to read as follows:

E. All businesses shall be registered with the Linwood Bureau of Fire Prevention annually based on the following fee schedule:

Total Gross Floor Area (Square feet)	Fee
0 to 250	\$25.00
251 to 500	\$50.00
501 to 2,500	\$75.00
2,501 to 5,000	\$100.00
5,001 to 7,500	\$150.00
7,501 to 10,000	\$200.00
10,001 to 12,500	\$225.00
12,501 and more	\$250.00

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

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

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

FIRST READING: January 3, 2019

PUBLICATION: January 7, 2019

PASSAGE: January 23, 2019

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on January 3, 2019 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on January 23, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR