

**LINWOOD COMMON COUNCIL
AGENDA OF REORGANIZATION MEETING
JANUARY 7, 2025
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 Councilwoman Stacy DeDomenicis

INVOCATION

ROLL CALL

OATHS OF OFFICE

Kenneth Kelly, Council Ward 1
Blair Albright, Council Ward 2

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

15-2025 A Resolution approving the Temporary Budget for 2025

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.

1-2025 A Resolution setting dates for Caucus and Regular Council Meetings
2-2025 A Resolution adopting a Cash Management Plan for 2025
3-2025 A Resolution naming check signers
4-2025 A Resolution authorizing the Finance Office to maintain a Petty Cash Fund in the amount of \$100.00
5-2025 A Resolution setting interest rates on delinquent taxes
6-2025 A Resolution setting a service charge for checks returned for insufficient funds
7-2025 A Resolution authorizing the allowance of a grace period before charging a penalty for late payment of taxes

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 8-2025** A Resolution authorizing the imposition of a penalty on tax delinquencies in excess of \$10,000
- 9-2025** 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
- 10-2025** A Resolution appointing an authorized agent for the sale of City owned land and/or property
- 11-2025** A Resolution appointing the Tax Assessor as Agent in appeals to reduce assessments for the year 2025
- 12-2025** A Resolution designating the Public Agency Compliance Officer for the City of Linwood
- 13-2025** A Resolution adopting Robert's Rules of Order and establishing rule of order and conduct for all City Council, Caucus, and Special Meetings in the City of Linwood
- 14-2025** A Resolution authorizing the City of Linwood to enter into a Contract with the attached list of vendors for State Contract Purchases
- 16-2025** A Resolution authorizing the canceling of small balances of tax refunds or delinquencies
- 17-2025** A Resolution authorizing the Tax Collector to substitute two mailings in lieu of advertising of the Tax Sale to be held in 2025
- 18-2025** A Resolution confirming Mayoral appointments for the year 2025
- 19-2025** A Resolution appointing Steve Cunningham and reappointing Tim Longnecker as Deputy Emergency Management Coordinators for the City of Linwood
- 20-2025** A Resolution authorizing the award of a Non-Fair and Open Contract to Joel M. Fleishman as Municipal Bond Counsel for the Year 2025 for the City of Linwood
- 21-2025** A Resolution authorizing the award of a Non-Fair and Open Contract to Ford Scott & Associates, LLC as Municipal Auditor for the Year 2025 for the City of Linwood
- 22-2025** A Resolution authorizing the award of a Non-Fair and Open Contract to Joseph L. Youngblood, Jr. as Municipal Legal Counsel for the Year 2025 for the City of Linwood
- 23-2025** A Resolution authorizing the appointment of Glenn Insurance as the Risk Management Consultant for the Atlantic County Municipal Joint Insurance Fund
- 24-2025** A Resolution confirming the reappointment of Darren Matik as Emergency Management Coordinator for the City of Linwood
- 25-2025** A Resolution authorizing the City of Linwood to enter into the New Jersey Cooperative Purchasing Alliance Cooperative Pricing Agreement
- 26-2025** A Resolution authorizing submission of a Local Recreation Improvement Fiscal Year 2025 Grant Application to the New Jersey Department of Community Affairs
- 27-2025** A Resolution authorizing the Tax Collection to participate in an electronic tax sale

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 28-2025** A Resolution approving Change Order No. 1 with Miller's Lawn Care Inc. with regard to Snow Removal Services in the City of Linwood
- 29-2025** A Resolution awarding a Non-Competitive Contract for Professional Services to John A. Ridgway as Conflict Solicitor for the City of Linwood
- 30-2025** A Resolution authorizing the participation with Atlantic County in applying for a Local Efficiency Achievement Program (LEAP) Implementation Grant for the purchase of three highway digital message boards
- 31-2025** A Resolution authorizing the participation with Atlantic County in applying for a Local Efficiency Achievement Program (LEAP) Implementation Grant for the purchase of three speed feedback signs
- 32-2025** A Resolution authorizing the appointment of Belford Rivera as a Special Law Enforcement Officer, Class II, for the City of Linwood

APPROVAL OF BILL LIST: \$2,875,174.40

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY COUNCIL

ADJOURNMENT

RESOLUTION No. 15, 2025

A RESOLUTION APPROVING THE TEMPORARY BUDGET FOR 2025

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 2025 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, 2025; and

WHEREAS, the total appropriations in the 2024 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is the sum of \$12,161,370.74; and

WHEREAS, the total appropriations so made will not exceed 26.25% of the total appropriations in the 2024 Budget, exclusive of any appropriations made for interest on debt redemption charges and capital improvement fund in said 2024 Budget is the sum of \$3,192,359.82;

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 - 2025

Administrative & Executive	
Other Expenses	945.00
Mayor & Council	
Salaries & Wages	17,308.00
Municipal Clerk	
Salaries & Wages	45,736.00
Other Expenses	17,168.00
Elections	
Other Expenses	2,888.00
Financial Administration	
Salaries & Wages	22,498.00
Other Expenses	9,713.00
Annual Audit	
Other Expenses	8,400.00
Assessment of Taxes	
Salaries & Wages	9,649.00
Other Expenses	9,069.00
Collection of Taxes	
Salaries & Wages	23,494.00
Other Expenses	3,872.00
Legal Services & Costs	
Other Expenses	26,250.00
Engineering Services & Costs	
Other Expenses	7,875.00
Public Building & Grounds	
Other Expenses	102,073.00

Municipal Land Use Law (NJSA 40A:55D-1)	
Planning Board	
Salaries & Wages	2,702.00
Other Expenses	9,188.00
Shade Tree	
Other Expenses	105.00
Insurance Premiums	
Group Insurance for Employees	415,902.00
Other Insurance Premiums	40,924.00
Workmen's Compensation Insurance	77,361.00
Uniform Fire Safety Act	
Salaries & Wages	4,500.00
Other Expenses	2,477.00
Fire	
Salaries & Wages	107,100.00
Other Expenses	27,254.00
Aid to Volunteer Fire Companies	
Operation & Maintenance	18,375.00
Police	
Salaries & Wages	571,495.00
Other Expenses	47,906.00
Emergency Management Services	
Salaries & Wages	285.00
Other Expenses	5,250.00
Road Repairs & Maintenance	
Salaries & Wage	136,158.00
Other Expenses	48,904.00
Sewer System	
Other Expenses	
Finance & Administration	2,159.00
Operation & Maintenance	6,563.00
Landfill - Tipping Fees	135,188.00
Sanitation	74,772.00
Municipal Services Act	7,624.00
Dog Warden	
Contractual	2,599.00
Other Expenses	
Recreation Services	
Salaries & Wages	4,207.00
Other Expenses	8,361.00
Historian	
Other Expenses	131.00
State Uniform Construction Code	
Construction Code Official	
Salaries & Wages	43,295.00
Other Expenses	3,885.00
Utilities	
Gasoline	18,375.00
Electric	32,288.00
Telephone & Telegraph	15,750.00

Natural Gas	11,813.00
Street Lighting	43,313.00
Fire Hydrant Services	24,150.00
Water & Sewer	2,494.00
Accumulated Leave	1.00
Contingent	131.00
Public Employees' Retirement System inside cap	59,005.00
Police & Firemen's Retirement System inside cap	177,344.00
Social Security	69,563.00
Defined Contribution Retirement Plan	1,969.00
Unemployment Compensation Insurance	3,938.00
Maintenance of Free Public Library	
Other Expenses	106,056.00
Atlantic County Sewerage Authority	
Share of Costs	151,889.00
City of Northfield's Share of Sewer Rents	3,024.00
NJPDES Stormwater Permit Streets & Roads	2,100.00
NJPDES Stormwater Permit Landfill Tipping	525.00
NJDPES Stormwater Permit Municipal Clerk	131.00
Dispatch Shared Services	108,059.00
Capital Improvement Fund	31,677.00
Sewer System Services	51,450.00
Court Shared Services	23,361.00
Municipal Alliance Grant	1,964.00
Total	3,029,476.00

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 1, 2025

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 2025. 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 29
WEDNESDAY, FEBRUARY 12
WEDNESDAY, FEBRUARY 26
WEDNESDAY, MARCH 12
WEDNESDAY, MARCH 26
WEDNESDAY, APRIL 9
WEDNESDAY, APRIL 23
WEDNESDAY, MAY 14
WEDNESDAY, MAY 28
WEDNESDAY, JUNE 11
WEDNESDAY, JUNE 25 (IF NEEDED)
WEDNESDAY, JULY 9
WEDNESDAY, JULY 23 (IF NEEDED)
WEDNESDAY, AUGUST 13
WEDNESDAY, AUGUST 27 (IF NEEDED)
WEDNESDAY, SEPTEMBER 10
WEDNESDAY, SEPTEMBER 24
WEDNESDAY, OCTOBER 8
WEDNESDAY, OCTOBER 22
WEDNESDAY, NOVEMBER 12
TUESDAY, NOVEMBER 25
WEDNESDAY, DECEMBER 10
TUESDAY, DECEMBER 23 (IF NEEDED)

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 2, 2025

A RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR 2025

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 2025.

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

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

I. STATEMENT OF PURPOSE

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

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

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

Current Operating Fund
Capital Fund

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

Planning or Zoning Board
Sewer Lateral
Engineer Escrow Funds

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

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

IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit

which are not otherwise invested in Permitted Investments as provided for in this Plan:

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

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

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

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

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

VI. AUTHORIZED INVESTMENTS

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

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Government Money Market Mutual Funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
4. Local government investment pools;

5. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P. L. 1977, c. 281 (C. 52:18A-90 .4); or
6. Agreements for the repurchase of fully collateralized securities if: (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a; (b) the custody of collateral is transferred to a third party; (c) the maturity of the agreement is not more than 30 days; (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c. 236 (C.17:9-41); and (e) a master repurchase agreement providing for the custody and security of collateral is executed. For the purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

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

(a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270. 2a-7. (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec.270. 2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and

(c) which has:

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

LOCAL GOVERNMENT INVESTMENT POOL. An investment pool;

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

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

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

(e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and (f) which purchases and redeems investments directly from the

issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c. 9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in borrowing on such U.S. Government securities.

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

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

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

VIII. REPORTING REQUIREMENTS.

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

- A. The amount of securities or Deposits purchased during the immediately preceding month.
- B. The class or type of securities or Deposits purchased or Deposits made.
- C. The book value of such Deposits or Permitted Investments.
- D. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- E. The fees incurred to undertake such Deposits or Permitted Investments.

- F. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- G. All other information which may be deemed reasonable from time to time by the governing body of the City of Linwood

IX. TERM OF PLAN.

— This Plan shall be in effect from January 1, 2025 to December 31, 2025. 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, 2025

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 4, 2025

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 7th day of January, 2025, by the Common Council of the City of Linwood, State of New Jersey that:

1. During the year 2025, 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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 5, 2025

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 6, 2025

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 7, 2025

**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, 2025 for the first quarter, May 11, 2025 for the second quarter, August 11, 2025 for the third quarter and November 11, 2025 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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 8, 2025

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 9, 2025

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 2025:

The Mainland Journal

The Press of Atlantic City

Ocean City Sentinel

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 10, 2025

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, 2025 and ending December 31, 2025.

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 11, 2025

A RESOLUTION APPOINTING THE TAX ASSESSOR AS AGENT IN APPEALS
TO REDUCE ASSESSMENTS FOR THE YEAR 2025

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 2025 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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 12, 2025

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 13, 2025

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

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

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

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 14, 2025

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, 2025 to December 31, 2025.

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Referenced State Contract Vendors

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

RESOLUTION No. 16, 2025

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 2025 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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 17, 2025

A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO SUBSTITUTE TWO MAILINGS
IN LIEU OF ADVERTISING OF THE TAX SALE TO BE HELD IN 2025

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 2025 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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 18, 2025

A RESOLUTION CONFIRMING MAYORAL APPOINTMENTS FOR THE YEAR 2025

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>
Joseph Molineaux	Economic Development Committee	3 yrs	12/31/27
Brett Matik	Economic Development Committee	3 yrs	12/31/27
Jodi Kahn	Environmental Commission	3 yrs	12/31/27
Marian Jordan	Environmental Commission	3 yrs	12/31/27
Marc Virgillio	Environmental Commission	3 yrs	12/31/27
MaryLou Breidenstine	Library Board	5 yrs	12/31/29
Marc Carpenter	Recreation Board	5 yrs	12/31/29
Bonnie Putterman	Planning Board	4 yrs	12/31/28
Michael Salerno	Planning Board	4 yrs	12/31/28
Leigh Ann Napoli	Planning Board	1 yr	12/31/25
Blair Albright	Planning Board	1 yr	12/31/25

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 19, 2025

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Mayor's appointment of Steve Cunningham and reappointment of Tim Longnecker to the positions of Deputy Emergency Management Coordinator for a one-year term expiring on December 31, 2025, 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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 20, 2025

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

WHEREAS, the City of Linwood has a need to acquire services as Municipal 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 has submitted a letter of intent dated December 3, 2024 indicating he will provide Municipal Bond Counsel services; and

WHEREAS, Joel M. Fleishman has completed and submitted a Business Entity Disclosure Certification which certifies that Joel M. Fleishman 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 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 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. 20, 2025
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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 21, 2025

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 October 1, 2024 indicating he will provide Municipal Auditing services; and

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

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

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

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

RESOLUTION NO. 21, 2025
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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-30-2024
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.

FLEISHMAN • DANIELS LAW OFFICES, LLC

JOEL M. FLEISHMAN, ESQUIRE

MAILING ADDRESS: P.O. BOX 884
NORTHFIELD, NEW JERSEY 08225
(609) 272-1266 | JOEL@FDLAWLLC.COM

Please refer to: 20006-83

December 3, 2024

VIA HAND DELIVERY

Leigh Ann Napoli, RMC, CMR, MPA
City of Linwood
400 Poplar Avenue
Linwood, New Jersey 08221

RE: *City of Linwood – Bond Counsel Services for 2025*

Dear Ms. Napoli:

In response to the City's Request for Qualifications ("**RFQ**"), please be advised that Fleishman Daniels Law Offices, LLC ("**Fleishman Daniels**") is interested in seeking re-appointment as bond counsel for the City of Linwood (the "**City**") for the year of 2025. Fleishman Daniels has had the privilege of serving as bond counsel to the City since 1999 and would welcome the opportunity to continue to serve the City in the year ahead. The Executive Summary below provides a description of our experience in public finance, staffing plan, and office location.

EXECUTIVE SUMMARY

Fleishman Daniels Law Offices was founded on the principle of delivering high quality legal services on a timely basis, at reasonable and highly competitive rates. Fleishman Daniels is truly a "**South Jersey**" law firm providing bond counsel services to municipalities, school boards and authorities throughout Southern New Jersey.

Since 1996, Fleishman Daniels has handled public finance transactions for numerous municipalities and other governmental entities in Southern New Jersey. Our representative public finance clients have included:

- City of Brigantine
- City of Northfield
- City of Linwood
- City of Somers Point
- Egg Harbor Township Municipal Utilities Authority
- Weymouth Township
- Weymouth Township Municipal Utilities Authority
- Northfield Board of Education

FLEISHMAN • DANIELS LAW OFFICES

Leigh Ann Napoli, RMC, CMR, MPA
City of Linwood
December 3, 2024
Page 2

- City of Absecon
- City of Port Republic
- City of Margate
- City of Millville
- City of Ventnor
- Borough of Longport
- Borough of Woodbine
- Borough of Buena
- Borough of Folsom
- Buena Vista Township
- Pittsgrove Township
- Egg Harbor Township
- Fairfield Township
- Borough of Island Heights
- Borough of Cape May Point
- Galloway Township
- Downe Township
- Mainland Regional High School Board of Education
- Mullica Township
- Berkeley Township
- Berkeley Township Sewerage Authority
- Woodbine Municipal Utilities Authority
- Woodbine Port Authority
- Ocean Township
- Washington Township Municipal Utilities Authority
- Hamilton Township
- Hamilton Township Municipal Utilities Authority
- North Wildwood Board of Education
- Atlantic County Improvement Authority
- Franklin Township

For your reference, I have attached to this letter a list of public finance transactions in which Fleishman Daniels has participated since 2018. I have also attached a list of the loans that we have closed with the New Jersey Infrastructure Bank (formerly known as the New Jersey Environmental Infrastructure Trust) Financing Program. This list confirms the vast experience we have had in serving our municipal finance clients. In each of these transactions, we have issued legal opinions consistent with our respective roles in such transactions. **Our office is listed in The Bond Buyer's Municipal Marketplace (the "Redbook"). In addition, Fleishman Daniels has been ranked in the top 55 law firms in the United States on short-term issues.**

In accordance with the Bond Counsel Section of the RFQ, please be advised that our law firm **has almost thirty (30) years' experience** representing our clients on municipal bonds transactions, refinancing and refunding transactions, pooled governmental loan financings with improvement authorities, and before the Local Finance Board. Over the past several years, we have successfully completed several loan transactions under the New Jersey Infrastructure Bank Financing Program. **As is shown on the attached list of public finance transactions, we have considerable experience with municipal bond transactions of at least \$5,000,000.** We are highly knowledgeable of the laws applicable to public finance transactions for municipalities, including the Local Bond Law and the Local Budget and Fiscal Affairs Law. We will work closely with the City and its financial advisors to address financial issues affecting the City and thereby minimize the impact on the taxpayers of the City.

FLEISHMAN • DANIELS LAW OFFICES

Leigh Ann Napoli, RMC, CMR, MPA
City of Linwood
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ADDITIONAL REQUIREMENTS.

Fleishman Daniels will comply with all statutory and other requirements set forth in the RFQ, including without limitation Mandatory Affirmative Action Compliance, Americans with Disabilities Act of 1990, and insurance requirements.

I have also enclosed a list of references, including telephone numbers, regarding our services as bond counsel for various municipalities and authorities.

SCOPE OF SERVICES.

General Services. As Bond Counsel to the City, our general services shall include the following:

- (a) Preparing all bond ordinances and resolutions required with respect to any bond or note issuance of the City.
- (b) Preparing and filing all applications required for governmental approvals relating to any proposed financing transaction.
- (c) Preparing all documents required in connection with any bond or note issuance.
- (d) Seeking the advice of the City's Auditor and Financial Advisor in connection with the appropriate maturity schedule for the bonds to be sold and assisting in the preparation of any required Official Statement.
- (e) Attend such conferences and meetings as shall be requested by the City.

FEES.

I have also enclosed a copy of our proposed **Fee Agreement** and **Summary of Fees** covering our bond counsel services for 2025.

PERFORMANCE.

Fleishman Daniels services our clients from our office located at 313 Wabash Avenue, Linwood, New Jersey. We will meet and exceed all performance standards as

FLEISHMAN • DANIELS LAW OFFICES

Leigh Ann Napoli, RMC, CMR, MPA
City of Linwood
December 3, 2024
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outlined in the RFP, including providing all required services in a timely fashion. Fleishman Daniels has a history of excellence in all areas of our law practice, including our public and municipal finance work. **Joel, along with his legal assistant, Angela Staropoli, will be the primary contacts with the City on all work (see attached resume). Joel Fleishman has been a member of the New Jersey Bar since 1982 and has almost thirty (30) years of experience serving as bond counsel to New Jersey municipalities and in federal tax matters relating to the issuance of municipal bonds and other tax-exempt obligations.**

Fleishman Daniels has never been in violation of any regulatory rules and regulations that may affect our firm's operations. In addition, Fleishman Daniels is in good standing in the State of New Jersey and has never been the subject of any professional disciplinary actions.

ADDITIONAL DOCUMENTS.

Also enclosed are the following additional documents:

1. Mandatory Equal Employment Opportunity Notice and Certificate of Employee Information Report;
2. W-9 Form;
3. Stockholder Disclosure Certification;
4. Business Entity Disclosure Certification;
5. Business Registration Card; and
6. Certificate of Insurance.

This proposal was prepared and submitted by Joel Fleishman. Any questions regarding this proposal should be directed to Joel at the contact information appearing at the top of this proposal.

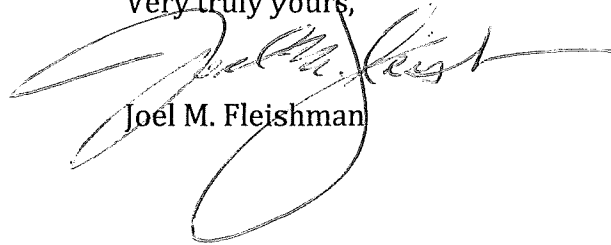
Should you require additional information or references, we would be happy to provide them.

FLEISHMAN • DANIELS LAW OFFICES

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City of Linwood
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I thank you for your consideration and look forward to working with you again in 2025.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joel M. Fleishman", written over a printed name.

Joel M. Fleishman

JMF/aps
enclosures

FEE AGREEMENT

THIS AGREEMENT made on this ___ day January, 2025, effective as of January 1, 2025, between the **CITY OF LINWOOD**, a body politic of the State of New Jersey, herein designated as the "City", party of the first part, and **FLEISHMAN DANIELS LAW OFFICES, LLC**, a New Jersey limited liability company, 313 Wabash Avenue, Linwood, New Jersey 08221, attorney-at-law, hereinafter designated "Bond Counsel", party of the second part:

WITNESSETH:

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

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

1. Bond Counsel will prepare and/or review all bond ordinances adopted, or to be adopted, by the governing body, with respect to any 2025 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 2025 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 basic advice in regard to the required contractual agreement between the City and the underwriter.

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

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

3. For a financing that involves the use of an Official Statement, the fee determined under Section III, Paragraph 1, above, shall be increased as follows:
 - i. If Bond Counsel is required to prepare the Preliminary Official Statement and "final" Official Statement, the sum of Five Thousand Dollars (\$5,000.00); or
 - ii. If Bond Counsel's role is "review only" of the Preliminary Official Statement and "final" Official Statement, the sum of Three Thousand Five Hundred Dollars (\$3,500.00).
4. The fee for any 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 \$3,000.00. If additional services are required, such as with issues involving advance refunding or the combination of numerous ordinances, the additional time required will be billed at the fixed hourly rate of \$185.00 per hour for attorney time and \$105.00 per hour for legal assistant time.
5. For general legal services for serving as Bond Counsel to the City on New Jersey Infrastructure Bank or other environmental infrastructure project transactions, our fees will be based upon an hourly rate of \$185.00 per hour for attorney time and \$105.00 per hour for legal assistant time.
 - i. Short-Term Construction Loan. For the Short-Term Construction Loan portion of each phase of a specific project, Bond Counsel services shall be rendered at the hourly rates set forth above subject to a minimum fee of \$21,500.00.
 - ii. Permanent Loan. For the permanent loan portion of each phase of a specific project, Bond Counsel services shall be rendered at the hourly rates set forth above up to a minimum fee of \$29,500.00.
6. Legal fees for serving as Bond Counsel to the City on projects funded by the United States Department of Agriculture will be based upon an hourly rate of \$185.00 per hour for attorney time and \$105.00 per hour for legal assistant time, with minimum and maximum fees to be established based upon the project description.

7. Bill(s) will include fees and any disbursements made on your behalf, including telephone toll calls, photocopying, postage, traveling expenses (other than local), filing fees, advertising expenses relating to The Bond Buyer and other out-of-pocket expenses.

IV. During the performance of this Agreement, the following terms shall apply:

1. Bond Counsel will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Bond Counsel will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rate of pay or other forms of compensation; and selection for training; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bond Counsel agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
2. Bond Counsel will, in all solicitations or advertisements for employees placed by or on behalf of Bond Counsel, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
3. Bond Counsel, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of Bond Counsel's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
4. Bond Counsel agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
5. Bond Counsel agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1985, c. 127, as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the

Regulations promulgated by the Treasurer pursuant to P.L. 1985, c. 127, as amended and supplemented from time to time;

6. Bond Counsel agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
7. Bond Counsel agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by statutes and the court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions; and
8. Bond Counsel agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

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

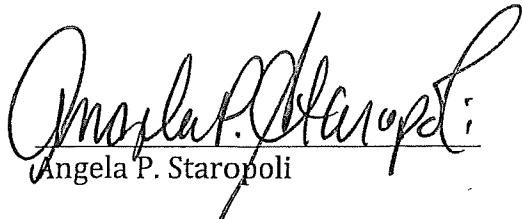
ATTEST:

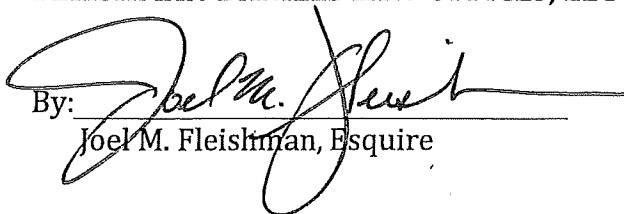
CITY OF LINWOOD

By: _____

WITNESS:

BOND COUNSEL:
FLEISHMAN-DANIELS LAW OFFICES, LLC


Angela P. Staropoli

By: 
Joel M. Fleishman, Esquire

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-30-2024
Re: Availability of Funds-Audit Services

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



FORD - SCOTT

& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226

PHONE 609.399.6333 • FAX 609.399.3710

www.ford-scott.com

October 1, 2024

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

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide to the City of Linwood for the year ended December 31, 2024.

We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements, which collectively comprise the basic financial statements, of the City of Linwood as of and for the year ended December 31, 2024. 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 2025 Local Municipal Budget from information provided to us by officials of the City of Linwood.
- Assistance in the preparation of the 2024 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 2024 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 2024 Annual Debt Statement.

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

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

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and

objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all accompanying information in conformity with the New Jersey Regulatory Basis of Accounting; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all financial records and related information available to us and for the accuracy and completeness of that information, and for the evaluation of whether there are any conditions or events, considered in the aggregate that raise substantial doubt about the ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and New Jersey OMB Circular 15-08; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Municipality from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, federal and state award programs, compliance with laws, regulations, contracts, and grant agreements, and related matters.

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

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

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards in conformity with Uniform Guidance, and the schedule of expenditures of state financial assistance in conformity with New Jersey OMB Circular 15-08. You agree to include our report on the schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, that includes our report thereon or make the audited financial statements available to intended users of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in

accordance with Uniform Guidance, and the schedule of expenditures of state financial assistance in accordance with New Jersey OMB 15-08; (2) that you believe the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, including its form and content, are fairly presented in accordance with Uniform Guidance, and New Jersey OMB Circular 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the New Jersey Regulatory Basis of Accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and 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, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to evaluate the adequacy and results of those services, and accept responsibility for them.

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

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

of America, and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

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

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

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

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

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

- Cash
- Revenue
- Expenditures

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override

of internal controls. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

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

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

Audit Procedures – Compliance

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

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

Other Services

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

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Body of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our auditor's report. Since the entity's financial statements are presented in accordance with the New Jersey Regulatory

Basis of Accounting, our opinion will be adverse for presentation in accordance with the New Jersey Regulatory Basis of Accounting. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the New Jersey Regulatory Basis of Accounting, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement, or we may withdraw from this engagement.

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

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 \$33,000. In addition, we will bill separately at our standard hourly rates for any additional services requested by the City of Linwood. Our standard hourly rates vary according to the degree of

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

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

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. 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 2022 peer review report accompanies this letter.

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

Very truly yours,

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

Leon P. Costello

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

RESPONSE:

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

By: _____
Chief Financial Officer

Title: _____

Date: _____

By: _____
Mayor

Title: _____

Date: _____

RESOLUTION No. 22, 2025

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

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

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

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

WHEREAS, Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin & Sampoli P.A. has submitted a letter of intent dated November 20, 2024 indicating he will provide Municipal Legal Counsel services; and

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

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

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

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 12-30-2024
Re: Availability of Funds-Solicitor

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

YOUNGBLOOD
FRANKLIN
& SAMPOLI P.A.
ATTORNEYS AT LAW

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

L. ANTHONY GIBSON
SPECIAL COUNSEL
TO THE FIRM

JOSEPH L. YOUNGBLOOD III
OF COUNSEL

L. PATRICIA SAMPOLI
(1948 - 2020)

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

November 20, 2024

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

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

Dear Leigh Ann:

This letter is in response to your email under date of November 19, 2024 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 2025. I would propose to continue my current rates. More specifically, I would propose that my retainer remain at \$23,000.00 per year for all standard retainer work, including but not limited to preparation for and attendance at all regular meetings, preparation of all usual resolutions and ordinances and availability to the governing body and City employees for all questions and issues pertaining to usual business matters. Any work beyond retainer, would be billed at the rate of \$150.00 per hour for myself or any other partner in the firm. Work completed by a paralegal would be billed at \$85.00 per hour. There will be no charge for any out-of-pocket expenses with the exception of copying in excess of 50 pages on a specific project, which would then be charged at \$00.15 per page.

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

Very truly yours,

YOUNGBLOOD FRANKLIN & SAMPOLI, PA

By: 
JOSEPH L. YOUNGBLOOD, JR., ESQUIRE

JLY:sle
Enclosure

RESOLUTION No. 23, 2025

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

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

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

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

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

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

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2025.

RESOLUTION NO. 23, 2025
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RISK MANAGEMENT CONSULTANT AGREEMENT
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

This Agreement, entered into this 7 day of January, 2025, between the City of Linwood (hereinafter referred to as the "Municipality") and Glenn Insurance, Inc., a Corporation of the State of New Jersey, and Robert Devanna, the responsible agent, having their principal office located at 500 E. Absecon Boulevard, Absecon, New Jersey 08201 (hereinafter referred to as the "Consultant").

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

WHEREAS, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on January 7, 2025;

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

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

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

- W) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the Municipality outlining the Municipality's Insurance and Safety Program.
- X) The Consultant shall perform any other services required by the Fund's Bylaws.

2. The term of this Agreement shall be for a period of one (1) year commencing the first day of **January, 2025**, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement.
3. The Fund Bylaws allow the Municipality to pay its Consultant for services rendered no more than 6% of the Municipality's gross assessment; therefore, the Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, a flat fee dollar amount of fourteen thousand dollars (\$14,000.00). Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by the Fund, the Consultant shall receive as his full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Paragraph 3 of this Agreement.
5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: _____
(signature)

MUNICIPALITY: _____
(signature)

PRINT NAME: _____

PRINT REP NAME: _____

DATE: _____

ATTEST: _____
(signature)

CONSULTANT: _____
(signature)

PRINT NAME: _____

PRINT NAME: _____

PRINT FIRM: _____

DATE: _____

RESOLUTION No. 24, 2025

A RESOLUTION CONFIRMING THE REAPPOINTMENT 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 reappointed 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 reappointment of Darren Matik to the position of Emergency Management Coordinator for a three-year term expiring on December 31, 2027, 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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 25, 2025

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO ENTER INTO THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Bergen, hereinafter referred to as the "Lead Agency " has offered voluntary participation in the New Jersey Cooperative Purchasing Alliance # CK04- a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on January 7, 2025 the governing body of the City of Linwood, County of Atlantic, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the City of Linwood

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Mayor of the City of Linwood is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

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 7th day of January, 2025.

RESOLUTION NO. 25, 2025
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

COOPERATIVE PRICING SYSTEM AGREEMENT

New Jersey Cooperative Purchasing Alliance # CK04

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 7 day of January, 2025, by and between the, **COUNTY OF BERGEN** and City of Linwood who desire to participate in the # CK04, NJ Cooperative Purchasing Alliance.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Bergen is conducting a voluntary Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services which may be bid under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter ON THE ANNIVERSARY OF THE REGISTRATION OF THE SYSTEM publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.

- (D) The State Identification Code assigned to the Cooperative Pricing System.
- (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [IF NOT AN OPEN ENDED CONTRACT], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
 7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
 8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
 10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
 11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on the date adopted on the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. The County of Bergen shall on behalf of all local units participating in the cooperative pricing system renew the system every 5 years in perpetuity; unless all parties give written notice that there is no longer a desire or a need for participation in the system.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE))

FOR THE PARTICIPATING UNIT

BY:

(Darren Matik, Mayor)

RESOLUTION No. 26, 2025

A RESOLUTION AUTHORIZING SUBMISSION OF A LOCAL RECREATION IMPROVEMENT FISCAL YEAR 2025 GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

WHEREAS, the City of Linwood desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$100,000.00 to carry out improvements to the Poplar Avenue Park Complex;

BE IT THEREFORE RESOLVED,

- 1) that the City of Linwood does hereby authorize the application for such a grant; and,
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Linwood and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

 (signature)

Darren Matik
 (type or print name)

Mayor
 (title)

 (signature)

Leigh Ann Napoli, RMC
 (type or print name)

Municipal Clerk
 (title)

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 27, 2025

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood, New Jersey, does hereby authorize the Tax Collector to conduct an Electronic Tax Sale for 2024 delinquent tax and sewer charges and submit same to the Director of the Division of Local Government Services if necessary.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 28, 2025

A RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH MILLER'S LAWN CARE INC.
WITH REGARD TO SNOW REMOVAL SERVICES IN THE CITY OF LINWOOD

WHEREAS, Change Order No. 1 with Miller's Lawn Care Inc. with regard to Snow Removal Services has been submitted for review and approval; and

WHEREAS, recommendations have been made to authorize the Change Order which will result in an increase of the total contract price in accordance with the attached Change Order incorporated herein and made part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Change Order No. 1 with Miller's Lawn Care Inc. regarding Snow Removal Services be and is hereby authorized and approved;

BE IT FURTHER RESOLVED, by the Common Council of the City of Linwood that the Mayor be and is hereby authorized and directed to execute Change Order No. 1 with regard to the above referenced project.

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 1-2-2025
Re: Availability of Funds-Snow Removal Change Order #1

Pursuant to 40A: 4-57, I hereby certify that sufficient funds for snow removal will be available under the 2024-2025 Buildings and Grounds Other Expenses in the operating budget. Funds will be encumbered to Miller's Lawn Care Inc., PO Box 402 Linwood, NJ 08221.

Site Name New Bike path, W. Devonshire Ave(Wabash to oak),Oak Ave(Essex to Monroe)

Snow amounts-Sidewalks and walkways

Per Occurance

- 0" to 2" Inches of snow - \$ 410.00
- 2.1" to 5 1/2 " Inches of snow - \$ 725.00
- 5 1/2" to 8" Inches of snow - \$ 950.00
- 8.1" to 11 1/2" Inches of snow - \$ 1200.00
- Price per inch 11 1/2" & over - \$ 310.00

Treated Sidewalks – Calcium/Magnesium blend

Treated Asphalt-Rock Salt

Per Occurance includes material/product

- Per Application - \$ 395.00

Removal piled snow from street push with machine

Per hour \$150.00

Site Name New Bike path, Monroe(Oak Ave to New Road)New Road(Monroe to New Road Cross walk)

Snow amounts-Sidewalks and walkways

Per Occurance

- 0" to 2" Inches of snow - \$ 410.00
- 2.1" to 5 1/2 " Inches of snow - \$ 725.00
- 5 1/2" to 8" Inches of snow - \$ 950.00
- 8.1" to 11 1/2" Inches of snow - \$ 1200.00
- Price per inch 11 1/2" & over - \$ 310.00

Treated Sidewalks – Calcium/Magnesium blend

Treated Asphalt-Rock Salt

Per Occurance includes material/product

- Per Application - \$ 395.00

Removal piled snow from street push with machine

Per hour \$150.00

RESOLUTION No. 29, 2025

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO JOHN A. RIDGWAY AS CONFLICT SOLICITOR FOR THE CITY OF LINWOOD

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional as Conflict Solicitor for the City of Linwood; 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 John A. Ridgway, Esquire with the firm Ridgway Legal is hereby hired for an hourly rate of \$150.00 as Conflict Solicitor for the City of Linwood, as per the attached proposal, as determined by Council;

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 John A. Ridgway, Esquire with regard to the aforesaid. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 1-2-2025
Re: Availability of Funds-Conflict 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 Ridgway Legal 15 Shore Road Linwood, NJ 08221.

RIDGWAY **LEGAL**

January 1, 2025

Via Email

Leigh Ann Napoli, RMC, CMR, MPA
Municipal Clerk/City Administrator
400 Poplar Avenue
Linwood, New Jersey 08221

RE: Proposal and Qualifications for Alternate/Conflict Solicitor

Ms. Napoli:

We are writing to submit our proposal to serve as Alternate/Conflict Solicitor to the City of Linwood for 2025.

To that end, please find enclosed resume, summary of qualifications, list of references and rate schedule.

If you have any questions or would like to discuss my qualifications or experience, please feel free to contact me.

Thank you for your time and consideration.

Very truly yours,
RIDGWAY LEGAL



John A. Ridgway

JAR/acb
Enclosures



15 SHORE ROAD ▪ PO BOX 277 ▪ LINWOOD, NEW JERSEY 08221
PHONE: (609) 927-0126 ▪ FAX: (609) 927-1867
RIDGWAYLEGAL.COM

**QUALIFICATION STATEMENT AND PROPOSAL FOR
ALTERNATE/CONFLICT SOLICITOR**

**RIDGWAY LEGAL
ATTORNEYS**

1. Interest Statement:

Ridgway Legal submits the within proposal for Alternate/Conflict Solicitor.

- 2. Address/Contact Information:** John A. Ridgway, Esquire
Ridgway Legal
15 Shore Road
PO Box 277
Linwood, New Jersey 08221
Phone: (609) 927-0126 x 3
Fax: (609) 927-1867
Email: JRidgway@RidgwayLegal.com

3. Staffing Plan and Location of Office:

John A. Ridgway would be primarily responsible for providing legal services to the City of Linwood. Mr. Ridgway has been licensed to practice law in New Jersey for over 30 years.

Ridgway Legal is a law firm with two attorneys and one paralegal. The firm has the ability to provide more than adequate time and availability for professional services to the City in a timely and effective manner.

Ridgway Legal has been in business for over thirty-five years. The office is located in Linwood, New Jersey, in close proximity to City Hall.

Mr. Ridgway's resume is attached.

- 4. Narrative Summary:** Mr. Ridgway was born and raised in Atlantic County and has been practicing law here for over 30 years. In addition to his law degree, Mr. Ridgway also has a Master of Business Administration degree with a concentration in Management. Mr. Ridgway has substantial knowledge and experience in the areas of municipal representation and land use. He has represented the Galloway Township Planning Board since 2016. He served as Conflict Solicitor to the Zoning Board in 2016 and 2019 and served as the Zoning Board Solicitor in 2017. He has also served as Solicitor to the Egg Harbor Township Municipal Utilities Authority ("EHTMUA") continuously since February of 2002. Mr. Ridgway has also served as the Egg Harbor Township Planning Board Solicitor since 2021 and the Egg Harbor Township Zoning Board Solicitor since 2022.

Mr. Ridgway has substantial experience and knowledge of the Municipal Land Use Law, Open Public Meetings Act, Local Lands and Building Law, Local Authorities Fiscal Control Law, the Municipal and County Utilities Authorities Law, Inter-Local Services Act and related legislation and regulations applicable to municipal legal representation.

RIDGWAY LEGAL
Hourly Rates for Attorneys and Support Staff
2025

Attorneys - \$150 per hour

Paralegal - \$85 per hour

RESOLUTION No. 30, 2025

A RESOLUTION AUTHORIZING THE PARTICIPATION WITH ATLANTIC COUNTY
IN APPLYING FOR A LOCAL EFFICIENCY ACHIEVEMENT PROGRAM (LEAP)
IMPLEMENTATION GRANT FOR THE PURCHASE OF THREE HIGHWAY DIGITAL
MESSAGE BOARDS

WHEREAS, the State of New Jersey has appropriated \$6 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development, and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the Atlantic County Government and City of Absecon, City of Atlantic City, City of Brigantine, Buena Borough, Buena Vista Township, City of Corbin City, Egg Harbor City, Egg Harbor Township, Estell Manor, Borough of Folsom, Galloway Township, City of Hammonton, Hamilton Township, City of Linwood, Borough of Longport, City of Margate, City of Northfield, City of Port Republic, City of Somers Point, City of Ventnor, and Atlantic Cape Community College propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is for the county to purchase three highway digital message boards and make them available to the participating units on an as needed basis at no cost, which will benefit the residents of all participating local units; and

WHEREAS, Atlantic County Government has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Linwood, that the City of Linwood does hereby join with Atlantic County Government in applying for a LEAP Implementation Grant in the amount of \$57,375.00 to support implementation of this shared service.

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 31, 2025

A RESOLUTION AUTHORIZING THE PARTICIPATION WITH ATLANTIC COUNTY
IN APPLYING FOR A LOCAL EFFICIENCY ACHIEVEMENT PROGRAM (LEAP)
IMPLEMENTATION GRANT FOR THE PURCHASE OF THREE SPEED FEEDBACK
SIGNS

WHEREAS, the State of New Jersey has appropriated \$6 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development, and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the Atlantic County Government and City of Absecon, City of Atlantic City, City of Brigantine, Buena Borough, Buena Vista Township, City of Corbin City, Egg Harbor City, Egg Harbor Township, Estell Manor, Borough of Folsom, Galloway Township, City of Hammonton, Hamilton Township, City of Linwood, Borough of Longport, City of Margate, City of Northfield, City of Port Republic, City of Somers Point, City of Ventnor, and Atlantic Cape Community College propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is for the county to purchase three speed feedback signs and make them available to the participating units on an as needed basis at no cost, which will benefit the residents of all participating local units; and

WHEREAS, Atlantic County Government has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Linwood, that the City of Linwood does hereby join with Atlantic County Government in applying for a LEAP Implementation Grant in the amount of \$28,125.00 to support implementation of this shared service.

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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 32, 2025

A RESOLUTION AUTHORIZING THE APPOINTMENT OF BELFORD RIVERA AS A SPECIAL LAW ENFORCEMENT OFFICER, CLASS II, FOR THE CITY OF LINWOOD

WHEREAS, the City of Linwood is desirous of filling the vacancy for a Special Law Enforcement Officer, Class II; and

WHEREAS, Belford Rivera has been employed as a Special Law Enforcement Officer, Class III for the City of Linwood since September 13, 2017; and

WHEREAS, Belford Rivera has expressed interest in being appointed to the Special Law Enforcement Officer, Class II position; and

WHEREAS, recommendations have been received to appoint Belford Rivera to fill the position of Special Law Enforcement Officer, Class II;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that Belford Rivera is hereby appointed as a Special Law Enforcement Officer, Class II, effective January 8, 2025 at an hourly rate of \$32.00 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 7th day of January, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____