

**LINWOOD COMMON COUNCIL
AGENDA OF REORGANIZATION MEETING
JANUARY 7, 2016
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

OATHS OF OFFICE

Richard L. DePamphilis, III, Mayor
Elliot C. Beinfest, Council Ward 1
Todd Gordon, Council Ward 2

ROLL CALL

ELECTION OF COUNCIL PRESIDENT

Nominations Heard
Vote Call
Administration of Oath

ELECTION OF COUNCIL PRESIDENT PRO TEMPORE

Nominations Heard
Vote Call
Administration of Oath

MAYOR'S STATE OF THE CITY ADDRESS

RESOLUTIONS

15-2016 A Resolution approving the Temporary Budget for 2016

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.

1-2016 A Resolution setting dates for Caucus and Regular Council Meetings
2-2016 A Resolution adopting a Cash Management Plan for 2016
3-2016 A Resolution naming check signers
4-2016 A Resolution authorizing the Finance Office to maintain a Petty Cash Fund in the amount of \$100.00
5-2016 A Resolution setting interest rates on delinquent taxes

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 6-2016** A Resolution setting a service charge for checks returned for insufficient funds
- 7-2016** A Resolution authorizing the allowance of a grace period before charging a penalty for late payment of taxes
- 8-2016** A Resolution authorizing the imposition of a penalty on tax delinquencies in excess of \$10,000
- 9-2016** 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
- 10-2016** A Resolution appointing an authorized agent for the sale of City owned land and/or property
- 11-2016** A Resolution appointing the Tax Assessor as Agent in appeals to reduce assessments for the year 2016
- 12-2016** A Resolution designating the Public Agency Compliance Officer for the City of Linwood
- 13-2016** A Resolution adopting Robert's Rules of Order
- 14-2016** A Resolution authorizing the City of Linwood to enter into a Contract with the attached list of vendors for State Contract Purchases
- 16-2016** A Resolution authorizing the canceling of small balances of tax refunds or delinquencies
- 17-2016** A Resolution authorizing the award of a Non-fair and Open Contract to Joel M. Fleishman as Municipal Bond Counsel for the Year 2016 for the City of Linwood
- 18-2016** A Resolution authorizing the award of a Non-fair and Open Contract to Joseph L. Youngblood, Jr. as Municipal Legal Counsel for the Year 2016 for the City of Linwood
- 19-2016** A Resolution authorizing the award of a Non-fair and Open Contract to Ford Scott & Associates, LLC as Municipal Auditor for the Year 2016 for the City of Linwood
- 20-2016** A Resolution approving Council appointments for the year 2016
- 21-2016** A Resolution confirming Mayoral appointments for the year 2016
- 22-2016** A Resolution confirming the appointment of Darren Matik as Emergency Management Coordinator for the City of Linwood
- 23-2016** A Resolution appointing Tim Longnecker as Deputy Emergency Management Coordinator for the City of Linwood
- 24-2016** A Resolution authorizing the reappointment of Charles E. Kisby, III as Fire Official for the City of Linwood
- 25-2016** A Resolution authorizing the reappointment of David G. Buzby as the Uniform Fire Safety Inspector for the City of Linwood
- 26-2016** A Resolution authorizing a New Jersey Tax Court Judgement in reference to Block 1, Lot 49, C01, 1201 New Road in the City of Linwood

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 27-2016** A Resolution awarding a Non-Competitive Contract for Professional Services to Archer & Greiner, P.C. for Legal Services with regard to Redevelopment Matters
- 28-2016** A Resolution authorizing the City of Linwood to advertise for proposals for Emergency Medical Services for the City of Linwood and the City of Northfield

ORDINANCES

- 1 OF 2016** AN ORDINANCE AMENDING CHAPTER 205, PROPERTY MAINTENANCE, REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF ABANDONED REAL PROPERTY WITHIN THE MUNICIPALITY; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING:

January 7, 2016

PUBLICATION:

January 13, 2016

PASSAGE:

January 27, 2016

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY COUNCIL

ADJOURNMENT

RESOLUTION No. 15, 2016

A RESOLUTION APPROVING THE TEMPORARY BUDGET FOR 2016

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 2015 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, 2016; and

WHEREAS, the total appropriations in the 2015 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is the sum of \$10,115,205.00 and

WHEREAS, one-quarter of the total appropriations in the 2015 Budget, exclusive of any appropriations made for interest on debt redemption charges and capital improvement fund in said 2015 is the sum of \$2,528,801.00

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 - 2016

Administrative & Executive	
Salaries & Wages	0.00
Other Expenses	900.00
Mayor & Council	
Salaries & Wages	16,484.00
Municipal Clerk	
Salaries & Wages	32,850.00
Other Expenses	11,600.00
Elections	
Other Expenses	1,625.00
Financial Administration	
Salaries & Wages	18,480.00
Other Expenses	3,250.00
Annual Audit	
Other Expenses	7,125.00
Assessment of Taxes	
Salaries & Wages	7,726.00
Other Expenses	1,020.00
Collection of Taxes	
Salaries & Wages	24,623.00
Other Expenses	3,539.00
Paying Agent Fees	500.00
Legal Services & Costs	
Other Expenses	40,000.00
Engineering Services & Costs	
Other Expenses	7,500.00

Public Building & Grounds	
Other Expenses	13,775.00
Municipal Land Use Law (NJSA 40A:55D-1)	
Planning Board	
Salaries & Wages	2,338.00
Other Expenses	6,250.00
Board of Adjustments	
Salaries & Wages	2,338.00
Other Expenses	3,031.00
Shade Tree	
Other Expenses	100.00
Insurance Premiums	
Group Insurance for Employees	307,016.00
Other Insurance Premiums	36,828.00
Workmen's Compensation Insurance	78,018.00
Uniform Fire Safety Act	
Salaries & Wages	2,430.00
Other Expenses	1,899.00
Fire	
Salaries & Wages	94,029.00
Other Expenses	
Lease of firehouse	5.00
Miscellaneous Other Expenses	12,555.00
Aid to Volunteer Fire Companies	
Operation & Maintenance	5.00
Police	
Salaries & Wages	473,814.00
Other Expenses	31,462.00
Communications	
Salaries & Wages	449.00
Other Expenses	3,673.00
Emergency Management Services	
Salaries & Wages	252.00
Other Expenses	1,250.00
Road Repairs & Maintenance	
Salaries & Wage	136,210.00
Other Expenses	37,700.00
Sewer System	
Salaries & Wages	
Finance & Administration	0.00
Other Expenses	
Finance & Administration	2,059.00
Operation & Maintenance	48,750.00
Landfill - Tipping Fees	110,000.00
Sanitation	33,750.00
Municipal Services Act	10,500.00
Dog Warden	
Contractual	2,400.00
Other Expenses	
Senior Citizen Center	
Other Expenses	5.00
Parks & Playgrounds	
Salaries & Wages	1,750.00
Other Expenses	6,750.00
Historian	
Other Expenses	125.00

State Uniform Construction Code	
Construction Code Official	
Salaries & Wages	41,648.00
Other Expenses	1,475.00
Utilities	
Gasoline	15,000.00
Electricity	24,000.00
Telephone & Telegraph	8,750.00
Natural Gas	8,750.00
Street Lighting	28,750.00
Fire Hydrant Services	17,000.00
Water & Sewer	1,875.00
Accumulated Leave	1.00
Contingent	125.00
Public Employees' Retirement System inside cap	45,566.00
Police & Firemen's Retirement System inside cap	106,973.00
Social Security	68,750.00
Unemployment Compensation Insurance	3,750.00
Maintenance of Free Public Library	
Other Expenses	85,018.00
Atlantic County Sewerage Authority	
Share of Costs	127,771.00
City of Northfield's Share of Sewer Rents	2,325.00
NJPDES Stormwater Permit Streets & Roads	2,500.00
NJPDES Stormwater Permit Landfill Tipping	625.00
NJDPES Stormwater Permit Municipal Clerk	250.00
Dispatch Shared Services	80,588.00
Municipal Court Shared Service	30,422.00
Municipal Alliance Grant	3,293.00

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 1, 2016

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 2016. 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 27
WEDNESDAY, FEBRUARY 10
WEDNESDAY, FEBRUARY 24
WEDNESDAY, MARCH 9
WEDNESDAY, MARCH 23
WEDNESDAY, APRIL 13
WEDNESDAY, APRIL 27
WEDNESDAY, MAY 11
WEDNESDAY, MAY 25
WEDNESDAY, JUNE 8
WEDNESDAY, JUNE 22 (IF NEEDED)
WEDNESDAY, JULY 13
WEDNESDAY, JULY 27 (IF NEEDED)
WEDNESDAY, AUGUST 10
WEDNESDAY, AUGUST 24 (IF NEEDED)
WEDNESDAY, SEPTEMBER 14
WEDNESDAY, SEPTEMBER 28
THURSDAY, OCTOBER 13
WEDNESDAY, OCTOBER 26
WEDNESDAY, NOVEMBER 9
TUESDAY, NOVEMBER 22
WEDNESDAY, DECEMBER 14
WEDNESDAY, DECEMBER 28 (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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 2, 2016

A RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR 2016

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 2016.

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

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

I. STATEMENT OF PURPOSE

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

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

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

Current Operating Fund
Capital Fund

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

Planning or Zoning Board
Sewer Lateral
Engineer Escrow Funds

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

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

IV. DESIGNATION OF DEPOSITORIES

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

1. Wells Fargo Bank
2. Sun National Bank
3. TD Bank
4. Sovereign Bank
6. Ocean City Home Bank
7. PNC Bank
8. Cape Bank
9. Crown Bank
10. BB&T Bank

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

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

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

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

VI. AUTHORIZED INVESTMENTS

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

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
2. Government Money Market Mutual Funds;
3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
4. Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
5. Local government investment pools;
6. 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

7. 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, 2016 to December 31, 2016. 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, 2016

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 4, 2016

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, 2016, by the Common Council of the City of Linwood, State of New Jersey that:

1. During the year 2016, 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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 5, 2016

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 6, 2016

**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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 7, 2016

**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, 2016 for the first quarter, May 11, 2016 for the second quarter, August 11, 2016 for the third quarter and November 11, 2016 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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 8, 2016

**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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 9, 2016

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 2016:

The Mainland Journal

The Press of Atlantic City

Ocean City Sentinel-Ledger

The Current of Northfield, Linwood & Somers Point

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 10, 2016

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, 2016 and ending December 31, 2016.

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 11, 2016

A RESOLUTION APPOINTING THE TAX ASSESSOR AS AGENT IN APPEALS
TO REDUCE ASSESSMENTS FOR THE YEAR 2016

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 2016 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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 12, 2016

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 13, 2016

A RESOLUTION ADOPTING ROBERT'S RULES OF ORDER

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 14, 2016

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, 2016 to December 31, 2016.

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Referenced State Contract Vendors

<u>Commodity/Service</u>	<u>Vendor</u>	<u>Amount/State Contract #</u>
Office supplies	Staples Inc.	\$15,000.00
Computers	Dell, Inc.	\$10,000.00

RESOLUTION No. 16, 2016

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 Kacey Johnson is hereby authorized to process the cancellation of tax refunds or delinquencies of less than Ten (\$10.00) Dollars for calendar year 2016 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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 17, 2016

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

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

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

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

WHEREAS, Joel M. Fleishman, Esq., has submitted a letter of intent dated December 18, 2015 indicating he will provide Bond Counsel services; and

WHEREAS, Joel M. Fleishman, Esq., has completed and submitted a Business Entity Disclosure Certification which certifies that Joel M. Fleishman, Esq., has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Joel M. Fleishman, Esq., from making any reportable contributions through the term of the contract; and

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

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

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

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

FEE AGREEMENT

THIS AGREEMENT made on this ___ day December, 2015, effective as of January 1, 2016, 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, 1001 Tilton Road, Suite 203, P.O. Box 55, Northfield, New Jersey 08225, 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 bond issuance of the City from January 1, 2016 through December 31, 2016 (“2016”);
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 2016 bond issuance of the City;
3. When the City determines to issue such bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the City’s Solicitor for review. Bond Counsel will seek the advice of the City’s Auditor in connection with the appropriate maturity schedule for the bonds to be sold, and will assist in the preparation of the Official Statement. Bond Counsel will see to the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for the new issues of New Jersey municipal bonds of this type. Bond Counsel will arrange for the printing of the notice of sale in The Bond Buyer and will answer any inquiries made by the investment community concerning this bond sale. Bond Counsel will attend the bond sale and will render legal advice, as necessary, concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing

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

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

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

- A. For services rendered in connection with each bond sale, a fee of \$2,800.00 plus \$1.00 per thousand dollars of bonds issued, with a minimum fee of \$8,500.00. For more complicated transactions involving refundings of outstanding bond issues, we will establish a fixed fee with the City to be determined based upon the type of transaction involved.
- B. 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 \$450.00 for each single purpose or multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be additional fees to be charged at a fixed hourly rate of \$150.00 per hour. The fees for services in connection with the ordinances will be charged periodically during the course of the year.
- C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$300.00 plus an amount equal to \$.50 per thousand of bond anticipation notes or tax anticipation notes issued, with a minimum fee of \$950.00. If additional services are

required, such as with issues involving advance refunding or the combination of numerous ordinances, the additional time required will be billed at the fixed hourly rate of \$150.00 per hour.

- D. For matters involving the New Jersey Environmental Infrastructure Financing Program, we will continue to provide our legal services at the fixed hourly rate of \$150.00 per hour for attorney time and \$110.00 per hour for legal assistant time.
- E. Bill(s) will include fees and any disbursements made on your behalf, including telephone toll calls, photocopying, postage, traveling expenses (other than local), filing fees, advertising expenses relating to The Bond Buyer and other out-of-pocket expenses.

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

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

- c. 127, as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1985, c. 127, as amended and supplemented from time to time;
6. Bond Counsel agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 7. Bond Counsel agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by statutes and the court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions; and
 8. Bond Counsel agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

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

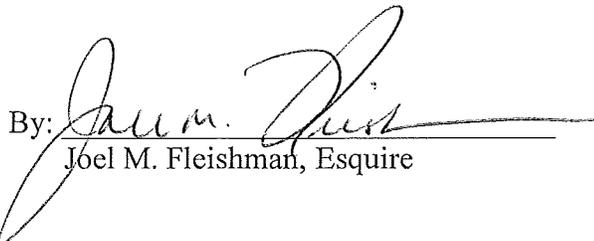
ATTEST:

CITY OF LINWOOD

By: _____
Rick DePamphilis, Mayor

WITNESS:

BOND COUNSEL:
FLEISHMAN-DANIELS LAW OFFICES, LLC

By: 
Joel M. Fleishman, Esquire

**SUMMARY OF FEES
CITY OF LINWOOD
FOR THE PROVISION OF
2016 BOND COUNSEL SERVICES**

- A. For services rendered in connection with each bond sale, a fee of \$2,800.00 plus \$1.00 per thousand dollars of bonds issued, with a minimum fee in the amount of \$8,500.00. For more complicated transactions involving refundings of outstanding bond issues, we will establish a fixed fee with the City.
- B. 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 \$450.00 for each single purpose or multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be additional fees to be charged at a fixed hourly rate of \$150.00 per hour. The fees for services in connection with the ordinances will be charged periodically during the course of the year.
- C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$300.00 plus an amount equal to \$.50 per thousand of bond anticipation notes or tax anticipation notes issued, with a minimum fee of \$950.00. If additional services are required, such as with issues involving advance refunding or the combination of numerous ordinances, the additional time required will be billed at the fixed hourly rate of \$150.00 per hour.
- D. For matters involving the New Jersey Environmental Infrastructure Financing Program, we will continue to provide our legal services at the fixed hourly rate of \$150.00 per hour for attorney time and \$110.00 per hour for legal assistant time.
- E. Bill(s) will include fees and any disbursements made on your behalf, including photocopying, postage, traveling expenses (other than local), filing fees, advertising expenses relating to legal notices, overnight delivery services, and other out-of-pocket expenses.

RESOLUTION No. 18, 2016

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

WHEREAS, the City of Linwood has a need to acquire legal services as a Municipal Solicitor 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., Esquire of the firm of Youngblood, Franklin, Sampoli & Coombs, P.A. has submitted a letter of intent dated December 11, 2015 indicating he will provide legal services as a Municipal Solicitor; and

WHEREAS, Joseph L. Youngblood, Jr., Esquire of the firm of Youngblood, Franklin, Sampoli & Coombs, P.A. has completed and submitted a Business Entity Disclosure Certification which certifies that Joseph L. Youngblood, Jr., Esquire of the firm of Youngblood, Franklin, Sampoli & Coombs, P.A. has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Joseph L. Youngblood, Jr., Esquire of the firm of Youngblood, Franklin, Sampoli & Coombs, P.A. 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., Esquire of the firm of Youngblood, Franklin, Sampoli & Coombs, P.A. as described herein; and,
2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.
5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

RESOLUTION NO. 18, 2016

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, 2016.

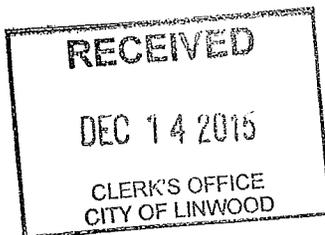
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

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



JOSEPH L. YOUNGBLOOD, JR.
JAMES E. FRANKLIN II
L. PATRICIA SAMPOLI ◊
JORGE F. COOMBS
STEPHANIE ALBRECHT-PEDRICK
DEBRA B. ALBUQUERQUE
EDWARD M. COSTELLO III

L. ANTHONY GIBSON
SPECIAL COUNSEL
TO THE FIRM

JOSEPH L. YOUNGBLOOD III
DAVID M. BERNSTEIN
OF COUNSEL

HENRY G. BROOME, JR.
COUNSEL TO THE FIRM

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

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

December 11, 2015

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

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

Dear Leigh Ann:

This letter is in response to your email under date of December 7, 2015 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 2016. I would propose to continue my current rates, which have been in effect for many years. More specifically, I would propose that my retainer remain at \$23,000 per year for all standard retainer work, including but not limited to preparation for and attendance at all regular meetings, preparation of all usual Resolutions and Ordinances and availability to the governing body and City employees for all questions and issues pertaining to usual business matters. Any work beyond retainer, would continue to be billed at the rate of \$140 per hour for myself or any other partner in the firm. Work completed by associate attorneys would continue to be billed at \$125 per hour and work completed by a paralegal would be billed at \$85 per hour.

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

Very truly yours,

YOUNGBLOOD FRANKLIN
SAMPOLI & COOMBS, PA

By: 

JOSEPH L. YOUNGBLOOD, JR., ESQUIRE

JLY:sle

Enclosure

cc: Timothy Tighe, Council President

RESOLUTION No. 19, 2016

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 December 10, 2015 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.

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

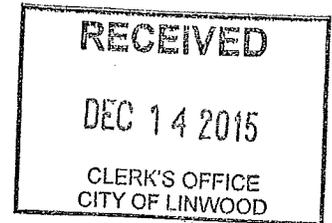


FORD - SCOTT

& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • PO BOX 538 • OCEAN CITY, NJ • 08226-0538
PHONE 609.399.6333 • FAX 609.399.3710
www.ford-scott.com



December 10, 2015

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

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide the City of Linwood for the year ended December 31, 2015. We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements of the City of Linwood as of and for the year ended December 31, 2015. 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 2016 Local Municipal Budget from information provided to us by officials of the City of Linwood.
- Assistance in the preparation of the 2015 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 2015 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 2015 Annual Debt Statement.

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

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

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

- Other Comments and Recommendations

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

- Court Report
- Dog Report
- New Jersey Audit Questionnaire

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting 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 in accordance with *Government Auditing Standards*.

If applicable, internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and New Jersey OMB 15-08.

The *Government Auditing Standards* report on internal control over financial reporting and compliance and other matters will include a paragraph that states that the purpose of the report is solely to (1) describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 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 OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, The Provisions of OMB Circular A-133 and New Jersey OMB 15-08, if applicable; and the Requirements of Audit promulgated by the New Jersey Division of Local Government Services and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and New Jersey OMB 15-08, if applicable, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. Since the entity's financial statements are presented in accordance with the regulatory basis of accounting, our opinion will be adverse for presentation in accordance with accounting principles generally accepted in the United States of America. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the regulatory basis, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the

reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable 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 abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

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

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 and New Jersey OMB 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, if applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and New Jersey OMB 15-08, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133 and New Jersey OMB 15-08.

Audit Procedures – Compliance

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

OMB Circular A-133 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 applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and NJ OMB 15-08 for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and NJ OMB 15-08.

Other Services

We will also assist in preparing the financial statements, schedules of expenditures of federal and state awards (if required), and related notes in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services, OMB Circular A-133 and NJ OMB 15-08 based on information provided by you. These non-audit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal control over compliance, 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 fair preparation and presentation of the financial statements, schedules of expenditures of federal and state awards, if applicable, and all accompanying information in conformity with the Regulatory Basis of Accounting promulgated by the Division of Local Government Services in the State of New Jersey; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or

suspected fraud, affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133 and NJ OMB 15-08, 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 when we begin our field work.

You are responsible for identifying all federal and state awards received, if applicable, and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with OMB Circular A-133 and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with OMB Circular A-133 and New Jersey OMB 15-08; (2) you believe that schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with OMB Circular A-133 and New Jersey OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting prescribed by the Division of Local Government Services. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon, or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and state awards, if applicable, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services

by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to 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 photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$28,500. In addition, we will bill separately at our standard hourly rates for any additional services requested by the City of Linwood. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

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

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Accordingly, our 2013 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. 20, 2016

A RESOLUTION APPROVING COUNCIL APPOINTMENTS FOR THE YEAR 2016

WHEREAS, the Common Council of the City of Linwood is desirous of making certain appointments in accordance with the list below;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Council appointments be and are hereby made in accordance with the list below as follows:

<u>Appointee</u>	<u>Board/Position</u>	<u>Term</u>	<u>Expiration</u>
Alex Balcerski	Zoning Board	2 yrs	12/31/17
Eric Ford	Zoning Board	4 yrs	12/31/19

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 21, 2016

A RESOLUTION CONFIRMING MAYORAL APPOINTMENTS FOR THE YEAR 2016

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	12/31/18
Mary Lou Breidenstine	Library Board	5 yrs	12/31/20
Mitchell Gurwicz	Planning Board	4 yrs	12/31/19
Pat Childs	Planning Board	2 yrs	12/31/17
Hank Kolakowski	Planning Board	1 yr	12/31/16
Tim Tighe	Planning Board	1 yr	12/31/16
Bonnie Pettis	Recreation Board	5 yrs	12/31/20
Sam Watt	Recreation Board	5 yrs	12/31/20
Michelle Post	Shade Tree Commission	5 yrs	12/31/20

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 22, 2016

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of
Linwood, that the Mayor's appointment of Darren Matik to the position of
Emergency Management Coordinator for a three-year term expiring on December
31, 2018, 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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 23, 2016

A RESOLUTION REAPPOINTING TIM LONGNECKER AS DEPUTY EMERGENCY
MANAGEMENT COORDINATOR FOR THE CITY OF LINWOOD

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood, that the Mayor's reappointment of Tim Longnecker to the
position of Deputy Emergency Management Coordinator for a one year
term expiring on December 31, 2016, 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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 24, 2016

A RESOLUTION AUTHORIZING THE REAPPOINTMENT OF CHARLES E. KISBY, III AS
FIRE OFFICIAL FOR THE CITY OF LINWOOD

WHEREAS, there exists a need for the appointment of a Fire
Official in the City of Linwood; and

WHEREAS, the Fire Chief has recommended the reappointment of
Charles E. Kisby, III to the position of Fire Official; and

WHEREAS, the Common Council of the City of Linwood is desirous of
reappointing Charles E. Kisby, III to the position of Fire Official;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood, that Charles E. Kisby, III be and is hereby reappointed to
the position of Fire Official for a two year term expiring on December
31, 2017.

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 25, 2016

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

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

WHEREAS, said appointment expired on December 31, 2015; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that David G. Buzby be and is hereby reappointed to the position of Uniform Fire Safety Inspector for a one year term expiring on December 31, 2016 at a salary of \$1,200.00 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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 26, 2016

A RESOLUTION AUTHORIZING A NEW JERSEY TAX COURT JUDGEMENT IN REFERENCE TO BLOCK 1, LOT 49, C01, 1201 NEW ROAD IN THE CITY OF LINWOOD

WHEREAS, CCC Atlantic, LLC is the owner of Block 1, Lot 49, located at 1201 New Road in the City of Linwood; and

WHEREAS, CCC Atlantic, LLC filed a tax appeal with the Tax Court of New Jersey, Docket No. 000483-2015; and

WHEREAS, a Judgment was entered by the Tax Court of New Jersey, pursuant to a settlement reached in the aforementioned case, resulting in a reduction in assessment in the amount of \$1,000,000 for the year of 2015; and

WHEREAS, the reduction in assessment created an overpayment, in the amount of \$32,250.00, for the tax year of 2015; and

WHEREAS, Peter J. Zipp, of the law firm of Zipp Tannenbaum & Caccavelli, LLC, sent the Tax Collector of the City of Linwood a copy of the Stipulation of Settlement for the afore-mentioned cases. The Stipulation of settlement states "Statutory interest pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court Judgment. All refunds as a result of the settlement set forth herein shall be paid by check made payable to CCC Atlantic, LLC and forwarded to Zipp, Tannenbaum & Caccavelli, LLC, 280 Raritan Center Parkway, Edison, NJ 08837." The date of entry of the Tax Court Judgment was November 20, 2015. The amount of the refund for the overpaid 2015 property taxes as a result of the tax appeal is \$32,250.00.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute a draft of the City of Linwood to "CCC Atlantic, LLC" in the amount of \$32,250.00.

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

ZIPP TANNENBAUM & CACCAVELLI, LLC

PETER J. ZIPP*
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CHARLES APPLEBAUM
OF COUNSEL
capplebaum@zipplaw.com

December 3, 2015

Ms. Christine Desch
Tax Collector
Municipal Building
400 Poplar Avenue
Linwood, New Jersey 08221-1899

Re: **CCC Atlantic, LLC v. Linwood City**
Block 1, Lot 49 C01; 1201 New Road
Docket No.: 000483-2015

Dear Ms. Desch:

Enclosed please find a copy of the judgment issued by the Tax Court of New Jersey reducing the assessment on the above-captioned property for tax year 2015. In accordance with paragraph 5 of the Stipulation of Settlement, would you kindly prepare a refund check made payable to the taxpayer and forward same to Zipp, Tannenbaum & Caccavelli, L.L.C., 280 Raritan Center Parkway, Edison New Jersey 08837 (**please note that our name and address have changed**) within 60 days of the date of the judgment. For your convenience, I have attached to this letter a copy of the settlement between the parties regarding this provision. If credit is applied to the outstanding taxes, please confirm the manner in which the credits were applied.

Thank you for your assistance in this matter.

Very truly yours,



PETER J. ZIPP
PJZ/rs
Encl.

cc: Atlantic County Board of Taxation
Arthur Amonette, Tax Assessor

Peter J. Zipp, Esq. - Attorney I.D. 022131986
ZIPP TANNENBAUM & CACCAVELLI, L.L.C.
166 Gatzmer Avenue
Jamesburg, New Jersey 08831
(732) 605-1000
Attorney for Plaintiff

TAX COURT OF NEW JERSEY

CCC ATLANTIC, LLC,

Plaintiff,

v.

LINWOOD CITY,

Defendant.

DOCKET NO.: 000483-2015

Civil Action

STIPULATION OF SETTLEMENT

Assigned Judge:
Honorable Patrick DeAlmeida, P.J.T.C.

First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block: 1
Lot: 49
Unit: C01
Street Address: 1201 New Road
Year: 2015

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 5,000,000	Direct	\$ 5,000,000
Impvts	<u>\$17,000,000</u>	Appeal	<u>\$16,000,000</u>
Total	\$22,000,000		\$21,000,000

Block: 1
Lot: 49
Unit: C02
Street Address: 1201 New Road
Year: 2015

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 315,000	Direct	\$ 315,000
Impvts	<u>\$ 945,000</u>	Appeal	<u>\$ 945,000</u>
Total	\$1,260,000		\$1,260,000

TAX COURT OF NEW JERSEY
COUNTY: Atlantic
DOCKET NO. 000483-2015 .

CCC ATLANTIC, LLC

Plaintiff(s),

v

LINWOOD CITY

Defendant(s).

CIVIL ACTION
JUDGMENT

The parties having agreed upon a settlement, the assessment shall be as set forth below:

Block: 1
Lot: 49
Unit: C01
Street Address: 1201 New Road
Year: 2015

TAX COURT JUDGMENT

Land: \$ 5,000,000.00
Improvements: \$16,000,000.00
Total: \$21,000,000.00

Block: 1
Lot: 49
Unit: C02
Street Address: 1201 New Road
Year: 2015

TAX COURT JUDGMENT

Land: \$ 315,000.00
Improvements: \$ 945,000.00
Total: \$1,260,000.00

/s/ Cheryl A. Ryan, Clerk/Administrator
Tax Court of New Jersey

Entered: 11/20/2015

Attorney for Plaintiff: Peter J Zipp Esq
Attorney for Defendant: Stanley L Bergman Esq
User id: eCourts

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

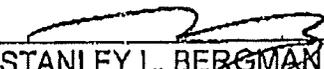
4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within sixty (60) days of the date of entry of the Tax Court judgment.

5. All refunds as a result of the settlement set forth herein are to be made payable to the taxpayer and forwarded to Zipp & Tannenbaum, L.L.C., 166 Gatzmer Avenue, Jamesburg, New Jersey 08831 within sixty (60) days of the date of entry of the Judgment pursuant to N.J.S.A. 54:3-27.2.

ZIPP, TANNENBAUM & CACCAVELLI, L.L.C.

BY: 

PETER J. ZIPP, ESQ.
Attorney for Plaintiff

BY: 

STANLEY L. BERGMAN, ESQ.
Attorney for Defendant

Dated: 10-26-15

RESOLUTION No. 27, 2016

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO ARCHER & GREINER, P.C. FOR LEGAL SERVICES WITH REGARD TO REDEVELOPMENT MATTERS

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional for legal services for Redevelopment Matters; 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 Archer & Greiner, P.C. is hereby hired for a sum not to exceed \$5,000.00 to serve as Legal Counsel for Redevelopment Matters;

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 Archer & Greiner, P.C. 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 by the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 7th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 01-04-16
Re: Availability of Funds-Legal Fees Redevelopment

Pursuant to 40A: 4-57, I hereby certify that sufficient funds not to exceed \$5,000 will be available under legal services in the operating budget. Funds will be encumbered to Archer & Greiner, P.C., One Centennial Square Haddonfield, NJ 08033-0968.

RESOLUTION No. 28, 2016

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO ADVERTISE FOR PROPOSALS FOR EMERGENCY MEDICAL SERVICES FOR THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD

WHEREAS, the City of Linwood is desirous of receiving proposals to provide Emergency Medical Services for the City of Linwood and the City of Northfield; and

WHEREAS, specifications for same have been prepared and are on file and available for inspection in the Office of the City Clerk, Linwood, New Jersey;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the aforesaid specifications are hereby approved subject to review and final approval by the City of Northfield and the City Solicitor;

BE IT FURTHER RESOLVED, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the City Clerk is hereby directed to advertise for proposals for the aforesaid in the January 11, 2016 issue of The Press of Atlantic City, proposals to be received on Tuesday, February 2, 2016 at 11:00 A.M. prevailing time at the Municipal Clerk's Office, Linwood, New Jersey;

BE IT FURTHER RESOLVED, that the Common Council of the City of Linwood reserves the right to reject all proposals.

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, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of January, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

ORDINANCE NO. 1, 2016

AN ORDINANCE AMENDING CHAPTER 205, PROPERTY MAINTENANCE, REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF ABANDONED REAL PROPERTY WITHIN THE MUNICIPALITY; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

WHEREAS, the present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties; and

WHEREAS, the City of Linwood (hereinafter referred to as "Municipality") recognizes an increase in the number of vacancies and abandoned properties located throughout the Municipality; and

WHEREAS, the Municipality is challenged to identify and locate owners or foreclosing parties who can maintain the properties that are in the foreclosure process or that have been foreclosed; and

WHEREAS, the Municipality finds that the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances and lead to a general decrease in neighborhood and community aesthetics; and

WHEREAS, the Municipality has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Municipality desires to amend the Municipality's Code in order to participate in the County-wide registration program established by the Atlantic County Improvement Authority and administered by Community Champions Corporation that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures; and

WHEREAS, the Municipality has a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the Municipality; and

WHEREAS, upon passage, duly noticed public hearings, as required by law will have been held by the Municipality, at which public hearings all residents and interested persons were given an opportunity to be heard;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE MUNICIPALITY OF LINWOOD:

SECTION 1. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof

SECTION 2. That City Council hereby amends The Municipality of Linwood's Code, Chapter 205, by creating Article II, entitled "Abandoned Real Property," to read as follows:

CHAPTER 205. ARTICLE II. ABANDONED REAL PROPERTY

SECTION 205-4. PURPOSE AND INTENT

It is the purpose and intent of the Municipality to establish a process to address the deterioration and blight of Municipality neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the Municipality, and to identify, regulate, limit and reduce the number of abandoned properties located within the Municipality. It is the Municipality's further intent to participate in the County-wide registration program established by the Atlantic County Improvement Authority and administered by Community Champions Corporation as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties.

SECTION 205-5. DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Abandoned Real Property - means any real property located in the Municipality, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the Lender holding a mortgage on the property, is subject to an ongoing foreclosure action by the Lender, is subject to an application for a tax deed or pending tax assessors lien sale, or has been transferred to the Lender under a deed in lieu of foreclosure. The designation of a property as "abandoned" shall remain in place until such time as the property is sold or transferred to a new

owner, the foreclosure action has been dismissed, and any default on the mortgage has been cured.

Accessible Property/Structure - means a property that is accessible through a comprised/breached gate, fence, wall, etc. or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Applicable Codes - means to include, but not be limited to, the Municipality's Zoning Code, the Municipality's Code of Ordinances ("Municipality Code"), and the New Jersey Building Code.

Blighted Property - means:

- a) Properties that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing; or
- b) Properties whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in value of the neighboring properties; or
- c) Properties cited for a public nuisance pursuant to the Municipality Code; or
- d) Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated, or violate minimum health and safety standards or lacks maintenance as required by the Municipality and Zoning Codes.

Enforcement Officer - means any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector or building inspector, or other person authorized by the Municipality to enforce the applicable code(s).

Owner - means any person, legal entity or other party having any ownership interest whether legal or equitable, in real property. This term shall also apply to any person, legal entity or agent responsible for the construction, maintenance or operation of the property involved.

Property Management Company - means a local property manager, property Maintenance Company or similar entity responsible for the maintenance of abandoned real property.

Vacant - means any building or structure that is not legally occupied.

SECTION 205 - 6. APPLICABILITY

These sections shall be considered cumulative and not superseding or subject to any other law or provision for same, but rather be an additional remedy available to the Municipality above and beyond any other state, county or local provisions for same.

SECTION 205 - 7. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of Section 205-4, the Municipality or designee shall participate in the County-wide registration program established by the Atlantic County Improvement Authority and administered by Community Champions Corporation cataloging each Abandoned Property within the Municipality, containing the information required by this Article.

SECTION 205 - 8. REGISTRATION OF ABANDONED REAL PROPERTY

- (a) Any mortgagee who holds a mortgage on real property located within the Municipality of Linwood shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The mortgagee shall, within ten (10) days of the inspection, register the property with the Division of Code Enforcement, or designee, on forms or website access provided by the Municipality, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.
- (b) If the property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of that inspection, update the property registration to a vacancy status on forms provided by the Municipality.
- (c) Registration pursuant to this section shall contain the name of the mortgagee and the server, the direct mailing address of the mortgagee and the server, a direct contact name and telephone number for both parties, facsimile number and e-mail address for both parties, the folio or tax number, and the name and twenty-four (24) hour contact telephone number of the property management company responsible for the security and maintenance of the property.
- (d) A non-refundable annual registration fee in the amount of \$500.00 per property, shall accompany the registration form or website registration.

- (e) All registration fees must be paid directly from the Mortgagee, Servicer, Trustee, or Owner. Third Party Registration fees are not allowed without the consent of the Municipality and/or its authorized designee.
- (f) This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.
- (g) Properties subject to this section shall remain under the annual registration requirement, and the inspection, security and maintenance standards of this section as long as they remain vacant or in default.
- (h) Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.
- (i) Failure of the mortgagee and/or owner to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this article is a violation of the article and shall be subject to enforcement.
- (j) Pursuant to any administrative or judicial finding and determination that any property is in violation of this article, the Municipality may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.

SECTION 205 - 9. MAINTENANCE REQUIREMENTS

(a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(c) Front, side, and rear yards, including landscaping, shall be maintained in accordance with the applicable code(s) at the time registration was required.

(d) Yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.

(e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.

(f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).

(g) Failure of the mortgagee and/or owner to properly maintain the property may result in a violation of the applicable code(s) and issuance of a citation or Notice of Violation in accordance with Chapter 205 of the Municipality of Linwood's Code of Ordinances.

Pursuant to a finding and determination by the Municipality's Code Enforcement Officer/Board, Hearing Officer/Special Magistrate or a court of competent jurisdiction, the Municipality may take the necessary action to ensure compliance with this section.

(h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s).

SECTION 205 - 10. SECURITY REQUIREMENTS

(a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by reglazing of the window.

(c) If a mortgage on a property is in default, and the property has become vacant or abandoned, a property manager shall be designated by the mortgagee to perform the work necessary to bring the property into compliance with the applicable code(s), and the property manager must perform regular inspections to verify compliance with the requirements of this article, and any other applicable laws.

SECTION 205 - 11. PUBLIC NUISANCE.

All abandoned real property is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the Municipality.

SECTION 205 – 12. PENALTIES; SCHEDULE OF CIVIL PENALTIES.

Any person who shall violate the provisions of this article may be cited and fined as provided in Chapter 205 of the Municipality of Linwood Code of Ordinances and New Jersey P.L. 2003, c. 210 (N.J.S.A. 55:19-78 et seq). The following table shows violations of these sections, as may be amended from time to time, which may be enforced pursuant to the provisions of this regulation; and the dollar amount of civil penalty for the violation of these sections as it may be amended. The descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the Municipality Code sections, except to the extent that different types of violations of the Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of the section may be enforced by the mechanism provided in this section, regardless of whether all activities prescribed or required are described in the "Description of Violation" column. To determine whether a particular activity is prescribed or required by this Code, the relevant Municipality Code section(s) shall be examined.

Description of Violation	Civil Penalty
Failure to register abandoned real property on annual basis and/or any violation of the sections stated within.	\$500.00

SECTION 205 - 13. INSPECTIONS FOR VIOLATIONS

Adherence to this article does not relieve any person, legal entity or agent from any other obligations set forth in any applicable code(s), which may apply to the property. Upon sale or transfer of title to the property, the owner shall be responsible for all violations of the applicable code(s) and the owner shall be responsible for meeting with the

Municipality's Code Enforcement Division within forty-five (45) days for a final courtesy inspection report.

SECTION 205 - 14. ADDITIONAL AUTHORITY

(a) If the enforcement officer has reason to believe that a property subject to the provisions of this article is posing a serious threat to the public health safety and welfare, the code enforcement officer may temporarily secure the property at the expense of the mortgagee and/or owner, and may bring the violations before the Municipality's code enforcement board or code enforcement special magistrate as soon as possible to address the conditions of the property.

(b) The Code Enforcement Board or Hearing Officer/special magistrate shall have the authority to require the mortgagee and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measure including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

(c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety and welfare, then the code enforcement board or special magistrate may direct the Municipality to abate the violations and charge the mortgagee with the cost of the abatement.

(d) If the mortgagee does not reimburse the Municipality for the cost of temporarily securing the property, or of any abatement directed by the code enforcement board or special magistrate, within thirty (30) days of the Municipality sending the mortgagee the

invoice then the Municipality may lien the property with such cost, along with an administrative fee of \$500.00 to recover the administrative personnel services.

SECTION 205 - 15. OPPOSING, OBSTRUCTING ENFORCMENT OFFICER; PENALTY.

Whoever opposes, obstructs or resists any enforcement officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

SECTION 205 - 16. IMMUNITY OF ENFORCEMENT OFFICER

Any enforcement officer or any person authorized by the Municipality to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property while in the discharge of duties imposed by this article.

SECTION 3. AMENDMENTS. Registration and Penalty Fees outlined in this article may be modified by a Resolution, passed and adopted of the Municipality Commission of the Municipality of Linwood.

SECTION 4. SEVERABILITY. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict herewith, are and the same are hereby repealed.

SECTION 6. CODIFICATION. It is the intention of the Commission/Council/Board of Supervisors of the Municipality of Linwood, New Jersey, that the provisions of this Ordinance shall become and be made a part of the Municipality of Linwood Code of Ordinances; and that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

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

<i>FIRST READING:</i>	<i>January 7, 2016</i>
<i>PUBLICATION:</i>	<i>January 13, 2016</i>
<i>PASSAGE:</i>	<i>January 27, 2016</i>

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on January 7, 2016 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on January 27, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

(Moved: _____ / Seconded: _____)

(Yeas: _____)