

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
July 12, 2017
6:00 P.M.

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

1. Roll Call Mayor DePamphilis ___ Mr. Beinfest _____ Mrs. DeDomenicis _____
 Mr. Ford _____ Mr. Gordon _____ Mr. Heun _____
 Mr. Matik _____ Mr. Paolone _____

 Also Present: Mr. Youngblood _____ Mrs. Napoli _____ Mr. Polistina _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilman Beinfest
 - A. Neighborhood Services
 1. Resolution honoring the 2017 Citizen of the Year George Butrus
 2. Recreation Board presentation for the 2017 Scholarship Recipients
 3. Resolution authorizing Alliance Agreement with Atlantic County
5. Councilwoman DeDomenicis
 - A. Public Works
6. Councilman Ford
 - A. Planning & Development
 1. Resolutions refunding unused escrow funds for dumpster permits
 2. Resolution authorizing a temporary banner for the Alcove Center
 3. Resolution appointing Dennis Sharpe as the Subcode Fire Official
 4. Resolution appointing James Cotton as the Subcode Plumbing Official
 5. Resolution refunding an overpayment of construction permit fees
7. Councilman Gordon
 - A. Engineering
8. Councilman Heun
 - A. Public Safety
 1. Prevent diving off bridges
 2. Shared Services Agreement with Mainland High School for a Class III Officer
9. Councilman Matik
 - A. Revenue & Finance
 1. Resolution authorizing the City of Linwood to join the County of Atlantic as a party plaintiff in a lawsuit challenging the Casino Pilot Law
 2. Resolution approving a Memorandum of Agreement with the Teamsters Local #331
 3. Resolution authorizing facsimile signatures with OceanFirst Bank
 4. Resolution to extend grace period for taxes
10. Council President Paolone
 - A. Administration
 1. Proposed amendment to the County Water Quality Management Plan to expand sewer service to allow for the construction of a single family home on Poplar Avenue, Block 82, Lot 7
 2. Municipal Consent Ordinance for Verizon – final reading
 3. Resolutions authorizing Raffle Licenses to the Women's Center, Our Lady of Sorrows, and the Arc of Atlantic County
11. Mr. Youngblood

- 123-2017** A Resolution authorizing the refund of an overpayment of Uniform Construction Permit fees to Jersey Pools and Spas
- 124-2017** A Resolution authorizing an Alliance Agreement with the County of Atlantic for a Drug Abuse and Alcohol Education and Prevention Program
- 125-2017** A Resolution authorizing the issuance of a Raffle License, #2017-11, to the Arc of Atlantic County
- 126-2017** A Resolution authorizing the issuance of a Raffle License, #2017-12, to the Arc of Atlantic County
- 127-2017** A Resolution approving a Memorandum of Agreement with the City of Linwood Blue Collar Employees through its representative, Teamsters Local #331
- 128-2017** A Resolution authorizing the use of facsimile signatures with OceanFirst Bank
- 129-2017** A Resolution of the City of Linwood, County of Atlantic, authorizing the Tax Collector to establish a Grace Period
- 130-2017** A Resolution authorizing the Mayor and City Clerk to execute an Account Agreement with OceanFirst Bank
- 131-2017** A Resolution authorizing a Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Mainland Regional High School Board of Education for the provision of a Class III Special Law Enforcement Officer

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

RESOLUTION No. 111, 2017

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO JOIN THE COUNTY OF ATLANTIC AS A PARTY PLAINTIFF IN A LAWSUIT CHALLENGING THE CASINO PILOT LAW

WHEREAS, the City of Linwood is a body politic of the State of New Jersey located within the County of Atlantic (the County); and

WHEREAS, this municipality and all other constituent municipalities in the County follow uniform assessment and tax collection practices for all non-exempt real properties located within their borders, pursuant to the provisions of Title 54 of the New Jersey Statutes as authorized by the uniformity provisions of Article VIII of the New Jersey Constitution; and

WHEREAS, the County of Atlantic (the County) is a body politic operating as a County Executive form of government pursuant to N.J.S.A. 40:41A-27, et seq.; and

WHEREAS, the County levies taxes for its government services upon the owners of all real property located within the County which taxes are then assessed and collected by this municipality and the other constituent municipalities within the County pursuant to the uniform standards of assessment and tax collection as referenced above; and

WHEREAS, in 2016 the New Jersey Legislature adopted and the Governor signed into law Senate Bill No. 1715 entitled the Casino Property Tax Stabilization Act (also known as the PILOT Bill), which established a program whereby Atlantic City casino gaming properties, as defined in the Act, are exempted from the uniform tax assessment standards which apply to all other properties located within the County; and

WHEREAS, the PILOT Bill removes the uniform methods of assessment and taxation from the Atlantic City casino gaming properties and exempts those properties from assessment and taxation for the next ten (10) years and establishes a set combined payment amount for Atlantic City casino gaming properties, which practice deviates from the uniformity provisions of Article VIII of the New Jersey Constitution; and

WHEREAS, the implementation of the PILOT Bill by an unelected administrative state body will result in the valuation of casino gaming properties being removed from the county ratable base and would remit to the County a share of the PILOT payments which is likely to be substantially less than the amount the County would likely be paid if casino gaming properties were properly assessed under uniform assessment practices and their valuations continued to be included in the County ratable base; and

WHEREAS, implementation of these non-uniform standards will require the County to substantially increase its tax rate which will result in those increases being imposed upon all non-casino real property owners residing in this municipality and in the other municipalities located within the County and which will be detrimental to the property tax paying citizens residing there in; and

WHEREAS, the County is preparing to file a Declaratory Judgement lawsuit to challenge the constitutionality of the PILOT Bill due to its departure from the State Constitutions' uniformity provisions and other defects regarding its passage and implementation; and

WHEREAS, these matters were discussed at a meeting of the Atlantic County Mayors' Association held on April 28, 2017 at which time the members of the Association unanimously agreed to have their respective municipalities join as party plaintiffs in the legal actions to be led by the County; and

WHEREAS, the County and the respective municipalities who elect to join as party plaintiffs have the same goal and interests in attacking the constitutionality of the PILOT Bill so that all party plaintiffs may be represented by a single law firm; and

WHEREAS, the Governing Body of this municipality believes it to be in the best interests of its residents to join as a party plaintiff in the planned legal action;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood hereby agrees to join the County as a party plaintiff in a legal action challenging the constitutionality of the PILOT Bill with the County acting as the lead plaintiff and this municipality and others, who choose to join as party plaintiffs, being represented by the same law firm, the cost of which will be borne by the County.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

ORDINANCE NO. 7, 2017

AN ORDINANCE REGULATING THE STATUTORY AUTHORITY OF VERIZON NEW JERSEY INC., ITS SUCCESSORS AND ASSIGNS TO USE THE VARIOUS PUBLIC STREETS, ROADS, AVENUES, HIGHWAYS AND OTHER PUBLIC WAYS IN THE CITY OF LINWOOD, ATLANTIC COUNTY, NEW JERSEY, FOR ITS LOCAL AND THROUGH LINES AND OTHER COMMUNICATIONS FACILITIES AND PRESCRIBING THE CONDITIONS THEREOF.

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

SECTION 1: Pursuant to the provisions of N.J.S.A. 48:17-10, N.J.S.A. 48:17-11, and N.J.S.A. 48:17-12, permission and consent is hereby granted to Verizon New Jersey Inc., (the "Company"), its successors and assigns, to install, operate, inspect, maintain, repair, replace and remove its communications facilities and other transmission or process equipment, including underground facilities, such as conduits, manholes, cables, wires, and all other facilities appurtenant thereto, and above-ground facilities, such as cables, wires, antennas, poles, posts, supports, guys, pedestals, cable termination and distribution cabinets and all other facilities appurtenant thereto, in, through, upon, along, over, under, and across all of the various public streets and ways, which include the roads, avenues, right-of-way, sidewalks, highways, bridges, waterways, and other public places, and parts thereof, throughout their entire length, and to effect the necessary street openings and lateral connections to curb poles, property lines and other facilities in the City of Linwood, Atlantic County (the "City") for said Company's local and through lines and other communications facilities in connection with the transaction of its business. In the event that any public street or way where the Company has facilities in connection with the transaction of its business. In the event that any public street or way where the Company has facilities is vacated by the City, the City agrees to reserve unto said Company the rights granted the Company by the present Ordinance.

SECTION 2: All poles, posts, pedestals, cabinets, or other facilities shall be located and placed back of the curb lines where shown on the official map (s) of the City the poles and posts, however, shall be located within eighteen (18) inches of the face of such curb line or as may otherwise be mutually agreed by both parties or required by law, or at the points or places now occupied by the poles, posts, pedestals, cabinets, or other facilities of the Company, its successors and assigns, and where there are no curb lines, at other convenient points or places in, upon, along, adjacent, or across the public streets and ways as may be mutually agreed upon between the parties.

SECTION 3: The Company may bury its local and through communications facilities such as cables, conduit, manholes and associated equipment, fixtures, process equipment and appurtenances within the right-of-way of the various public streets and ways and at such locations as shall be mutually agreed upon by the parties for said

Company's local and through lines and communications facilities. Underground conduits and associated facilities, as aforementioned, shall be placed at least eighteen (18) inches below the surface of said public streets and ways and with the exception of lateral branches to curb poles and property lines and other facilities, the same shall generally not be constructed more than ten (10) feet from the curb line, unless obstructions make it necessary to deviate from such course or unless the parties mutually agree to another locations. Manholes shall be located at such points along the line of underground conduits as may be necessary or convenient for placing, maintaining, and operating the facilities, as aforementioned, which the Company may from time to time use in connection with its underground conduit system and shall be so constructed as to conform to the cross-sectional and longitudinal grade of the surface so as not to interfere with the safety or convenience of persons or vehicles.

SECTION 4: Before proceeding with any new construction or relocation work in an area covered by this Ordinance, the Company shall give prior notice in writing thereof to the City, through its designated representative, of its intention to perform such work. The Company shall obtain such street opening or excavation permits as may be lawfully required by any applicable ordinances regulating such openings or excavations. Any such area affected by the Company in constructing its facilities shall be restored to as good condition as it was before the commencements of work thereon. No public streets or ways shall be encumbered for a period longer than shall be reasonable to execute the work.

SECTION 5: The Company agrees to indemnify and save harmless the City from and against all claims and liabilities resulting from any injury or damage to the person or property of any person, firm or corporation caused by or arising out of road conditions resulting from any negligent or faulty excavations, installation or maintenance connected with the work or equipment of said Company, and not attributable to the fault or negligence of the City, except that if such injury or damage shall be caused by the joint or concurring negligence or fault of the Company and the City, the same shall be borne by them to the extent of their respective fault or negligence.

SECTION 6: Whenever a curb line shall be established on streets where one does not now exist or where an established curb line shall be relocated in order to widen and existing street in conjunction with road construction being performed by the City the Company shall change the location of its above-ground facilities covered by this Ordinance in accordance with applicable law, so that the same shall be back of, and adjacent to, the new curb line so long as the City has acted in accordance with applicable law and with reasonable care in establishing the new curb line and providing notice thereof.

SECTION 7: Any company or corporation having legal authority to place its facilities in the public streets and ways of the City may jointly use the Company's poles, posts pedestals or other structures for all lawful purposes, provided the Company consents to such use, on terms and conditions acceptable to the Company and not inconsistent with the provisions of the present Ordinance.

SECTION 8: The Company shall provide space, to the extent available, on its poles so long as said poles are occupied by the Company and space, to the extent available, in its main conduits existing on the date of passage of this Ordinance, but not exceeding one (1) duct of standard size, for the sole benefit of the City during the pendency of this Ordinance. Such space shall be provided for the exclusive use of the City which use shall be limited to accommodating the wires or electrical conductors required for one-way signal control in connection with municipal police patrol, fire alarm signal control and traffic signal control systems only; but for no other uses or purposes, either alone or in conjunction therewith; no for circuits for the supply of electrical energy for traffic or other signals; nor for wires, conductors, cable or the equivalent which provide a means of transmitting any signal to a private, commercial or residential location, and which is normally provided by a nongovernmental supplier; provided, further, that no such use or attachment by the City shall interfere with the plant or facilities of or the use thereof by the Company. All costs or expenses incurred by the Company in connection therewith shall be paid by the City. It shall be the obligation of the City to attach its wires to the poles or place its electric conductors in the conduits or manholes of the Company, provided that before proceeding with said work, either by itself or by a person, firm or corporation engaged to perform such work, the City shall give the Company thirty (30) days prior notice in writing. All such work shall be performed under the supervision of said Company. The City agrees to indemnify and save harmless the Company from and against all claims and liabilities resulting from any injury or damage to the person or property of any person, firm or corporation caused by or arising out of the City's installation, maintenance, operation or removal of wires or facilities or the City's use or enjoyment of the Company's plant or facilities as provided under this section, except that if such injury or damage shall be caused by joint or concurring negligence of the Company and City, the same shall be borne by them to the extent of their respective fault or negligence.

SECTION 9: If any or all of the said streets or ways are later taken over by the County of Atlantic or the State of New Jersey, such County or State shall have such rights and privileges and be subject to the same terms, conditions and limitations of use as apply herein to the City, provided, however, that satisfactory prior arrangements as may be necessary are made with the City and the Company for the full protection of the respective interest of each.

SECTION 10: The term "City" as used in this Ordinance shall be held to apply to and include any form of municipality or government into which the City or any part thereof may at any time hereafter be changed, annexed, or merged.

SECTION 11: The permission and consent hereby granted shall apply to and cover all communications facilities of the Company existing at any time, and related structures, process equipment, and appurtenances heretofore or hereafter erected, constructed, reconstructed, removed, located, relocated, replaced, maintained, repaired, or operated by the Company, its predecessors, successors, or assigns within the City. This Ordinance shall cancel and supersede all prior consent ordinances between the City and the Company regarding the subject matter hereof.

SECTION 12: This Ordinance shall continue in full force and effect for a period of fifty (50) years from the date it becomes effective subject to the right of the Company to seek such changes herein as may be deemed necessary from time to time prior to the expiration of said period, said changes to be approved by the City. The Company shall maintain its property within the City and shall comply with applicable law for the provision of safe, adequate and proper service at just and reasonable rates and after the term of this Ordinance, the Company shall safeguard the public interest in continuous and uninterrupted service within the City.

SECTION 13: In the event that any provision herein shall for any reason be illegal or unenforceable under applicable law, such illegality or unenforceability shall not affect any other provisions of this Ordinance, and this Ordinance shall be construed as if such illegal or unenforceable provision(s) had never been contained herein.

SECTION 14: The Company shall pay the expense incurred for advertising required in connection with the passage of this Ordinance, after the date of its first reading, within thirty (30) days after the Company has received a bill for said advertising from the publisher. Following final passage of this Ordinance, the City Clerk shall provide the Company with written notice thereof by certified mail. As provided by applicable law, this Ordinance, and any subsequent amendments, shall not become effective until acceptance thereof by the Company and approval thereof by the Board of Public Utilities.

<i>FIRST READING:</i>	<i>June 14, 2017</i>
<i>PUBLICATION:</i>	<i>June 19, 2017</i>
<i>PASSAGE:</i>	<i>July 12, 2017</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, June 14, 2017 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on July 12, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

RESOLUTION No. 114, 2017

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED AS PART OF A DUMPSTER PERMIT APPLICATION

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 on May 8, 2017 by South Shore for a project at 201 Haines Avenue in the City of Linwood; and

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

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

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to South Shore, 6157 Mill Road, Egg Harbor Township, NJ 08234 as unused escrow funds.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 115, 2017

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED AS PART OF A DUMPSTER PERMIT APPLICATION

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 on March 10, 2017 by Bud Graves Construction, LLC for a project at 201 W. Belhaven Avenue in the City of Linwood; and

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

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

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to Bud Graves Construction, LLC, 4 Heather Drive, Northfield, NJ 08225 as unused escrow funds.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 117, 2017

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2017-09,
TO A PLACE FOR US, ATLANTIC COUNTY WOMEN'S CENTER

WHEREAS, A Place For Us, Atlantic County Women's Center has applied for a Raffle License, to conduct games on September 29, 2017; and

WHEREAS, A Place For Us, Atlantic County Women's Center has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 349-4-35897;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to A Place For Us, Atlantic County Women's Center and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 118, 2017

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2017-10,
TO OUR LADY OF SORROWS CHURCH

WHEREAS, Our Lady of Sorrows Church has applied for a Raffle License, to conduct games on November 11, 2017; and

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 119, 2017

A RESOLUTION APPROVING TEMPORARY SIGNAGE FOR THE ALCOVE CENTER FOR GRIEVING CHILDREN AND FAMILIES

WHEREAS, the Alcove Center for Grieving Children and Families has requested permission for one temporary banner, measuring 43'x3', advertising their ice cream festival for July 16, 2017 at Memorial Park; and

WHEREAS, the temporary sign is requested to be installed over Shore Road in the City of Linwood; and

WHEREAS, temporary signage needs approval by City Council; and

WHEREAS, signage over Shore Road needs approval by Atlantic County Government; and

WHEREAS, the Common Council is desirous of approving said request contingent upon Atlantic County Government granting said request;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that permission for the placement of one temporary banner, measuring 43'x3'", advertising their upcoming event is hereby granted to the Alcove Center for Grieving Children and Families based on the following conditions;

- 1.) Approval is received by Atlantic County Government.
- 2.) Sign shall not be internally illuminated or electrically activated.
- 3.) Sign shall not be in the State Right-of-way on Shore Road.
- 4.) Sign shall not block any site triangle for access and egress points of travel.

BE IT FURTHER RESOLVED, that the banner shall be permitted for a period beginning on July 3, 2017 and ending on July 17, 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 Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____



Dennis Levinson
County Executive

Atlantic County

Department of Regional Planning and Development

May 16, 2017

John Peterson
Department Head

Division of Planning
609/645-5898 FAX: 609/645-5836
TDD: 348-5551

Division of Engineering
609/645-5898 FAX: 609/645-5964

Office of GIS

Ms. Mindy Shemtov
Alcove Center for Grieving Children and Families
376 Tilton Road
Northfield, NJ 08225

RE: PERMIT FOR HANGING BANNER ACROSS A COUNTY ROAD

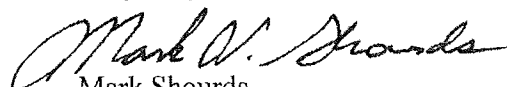
Dear Ms. Shemtov:

We have received your completed application, indemnification agreement and certificate of insurance. Your application to install a banner across Shore Road (CR 585) at Maple Avenue in Linwood to promote your fundraiser is hereby approved. According to your application, the banner is to be displayed from Saturday, July 1 to Monday, July 17, 2017.

The applying organization or municipality must comply with all conditions shown on the application as approved by the County Engineer. We further remind you that 2-way traffic must be maintained at all times during installation and removal of the banner(s). All traffic control devices shall conform to the standards of the US Department of Transportation, Federal Highway authority, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

If you need further information, please call my office at 645-5898.

Very truly yours,


Mark Shourds
County Engineer

c: John Peterson, Dept. Head/Regional Planning & Development
Anthony Pagano, Asst. County Counsel
Suzanne Walter, Administrative Analyst



P.O. Box 719 • New Road and Dolphin Avenue • Northfield, New Jersey 08225-0719
Visit our web site at: <http://www.aclink.org>
Atlantic County is an Equal Opportunity Employer



ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND
CITY OF LINWOOD

**INDEMNIFICATION, HOLD HARMLESS AND DEFEND LANGUAGE AND
CONTRACTOR'S LIABILITY INSURANCE LANGUAGE**

I. Indemnification

Contractor shall indemnify, save harmless and defend the City of Linwood, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the City of Linwood, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the City of Linwood, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

II. Insurance

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the City of Linwood as an "Additional Insured" on a primary and non contributory basis, including completed operation status for the City of

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND
CITY OF LINWOOD

**INDEMNIFICATION, HOLD HARMLESS AND DEFEND LANGUAGE AND
CONTRACTOR'S LIABILITY INSURANCE LANGUAGE**

I. Indemnification

Contractor shall indemnify, save harmless and defend the City of Linwood, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the City of Linwood, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the City of Linwood, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

II. Insurance

Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

Contractor shall be required to name the City of Linwood as an "Additional Insured" on a primary and non contributory basis, including completed operation status for the City of

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND
CITY OF LINWOOD

**INDEMNIFICATION, HOLD HARMLESS AND DEFEND LANGUAGE AND
CONTRACTOR'S LIABILITY INSURANCE LANGUAGE**

Schedule of Insurance (Sample)

Notwithstanding the indemnification and defense obligations of the Contractor, the "Contractor" shall provide at its own cost and expense proof of the following insurance to the City of Linwood:

A. Workers' Compensation

Employers Liability limits must be at least \$500,000 each accident, \$500,000 policy limit and \$500,000 each employee.

B. General Liability Including Products & Completed Operations

City of Linwood shall be named as "Additional Insured" on a primary and non contributory basis, including completed operation status for the City of Linwood. The policy aggregate limits must be on a per project basis. With a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars* with a minimum annual aggregate of *two million (\$2,000,000) dollars*.

C. Automobile Liability Insurance

With a minimum combined single limit of liability per accident of *one million (\$1,000,000) dollar* for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

D. Errors and Omissions/Professional Liability

A minimum limit of liability of *one million (\$1,000,000) dollar* per incident and in the annual aggregate. (Only if required by the scope of the project)

E. Umbrella/Excess Liability

Minimum limits of \$1,000,000 each occurrence with \$1,000,000 aggregate. Higher limits could be required based on the scope of the project.

Failure by the Contractor to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this contract. The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the City of Linwood. The "Contractor" shall take no action to cancel or materially change any of the insurance required under this Contract without the City of Linwood's prior approval. The maintenance of insurance under this section shall not relieve the "Contractor" of any liability greater than the limits or scope of the applicable insurance coverage.

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND
CITY OF LINWOOD

**INDEMNIFICATION, HOLD HARMLESS AND DEFEND LANGUAGE AND
CONTRACTOR'S LIABILITY INSURANCE LANGUAGE**

Linwood, on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the City of Linwood with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the City of Linwood has been designated as an "Additional Insured" on a primary and non contributory basis, including completed operation status for the City of Linwood where required. On or before the renewal date of said policy, Contractor shall be required to provide the City of Linwood with a Certificate of Insurance indicating the continuation of insurance coverage and designating the City of Linwood as an "Additional Insured" on a primary and non contributory basis, including completed operation status for the City of Linwood. The Contractor shall notify the City of Linwood at least 30 days in advance for any cancellation, non-renewal or substantial change in the Contractor's insurance coverage. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

Name Kenny A. CATRAMBONO
Title ADMINISTRATOR
Signature [Signature]
Address 376 MILTON RD - REAR
City NORTHFIELD State NJ
Telephone 609.484.1133

Notary Diane Rouse
Date 6/19/17
My Commission Expires 8/13/19

DIANE ROUSE .
NOTARY PUBLIC OF NEW JERSEY
My commission expires on August 13, 2019

RESOLUTION No. 120, 2017

A RESOLUTION AUTHORIZING PAYMENT TO ROYAL PRINTING SERVICE FOR PRIMARY ELECTION BALLOTS

WHEREAS, the County of Atlantic received quotes for the printing of Primary Election Ballots for all municipalities in the County; and

WHEREAS, the lowest quote submitted was provided by Royal Printing Service; and

WHEREAS, the City received invoices from Royal Printing Service for the printing of Primary Election Ballots; and

WHEREAS, the Common Council is desirous of approving payment for same;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood, hereby agrees to pay the vendor Royal Printing Service as provided by the County of Atlantic for the printing of Primary Election Ballots.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 121, 2017

A RESOLUTION AUTHORIZING THE APPOINTMENT OF DENNIS C. SHARPE TO THE POSITION OF FIRE SUBCODE OFFICIAL FOR THE CITY OF LINWOOD

WHEREAS, by Resolutions No. 95 & 106 of 2017 Dennis C. Sharpe was appointed to the positions of Acting Fire Subcode Official for the City of Linwood; and

WHEREAS, said appointments were for a period not to exceed sixty (60) days, which time period has expired; and

WHEREAS, the Common Council is desirous of appointing Dennis C. Sharpe for a four-year term;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that Dennis C. Sharpe be and is hereby appointed to the position of Fire Subcode Official for a four year term at a salary of \$6,500.00 as per 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 Regular meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 122, 2017

A RESOLUTION AUTHORIZING THE APPOINTMENT OF JAMES COTTON TO THE POSITION OF PLUMBING SUBCODE OFFICIAL FOR THE CITY OF LINWOOD

WHEREAS, by Resolutions No. 98 & 107 of 2017 James Cotton was appointed to the positions of Acting Plumbing Subcode Official for the City of Linwood; and

WHEREAS, said appointments were for a period not to exceed sixty (60) days, which time period has expired; and

WHEREAS, the Common Council is desirous of appointing James Cotton for a four-year term;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that James Cotton be and is hereby appointed to the position of Plumbing Subcode Official for a four year term at a salary of \$10,000.00 as per 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 Regular meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 123, 2017

A RESOLUTION AUTHORIZING THE REFUND OF AN OVERPAYMENT OF UNIFORM CONSTRUCTION PERMIT FEES TO JERSEY POOLS AND SPAS

WHEREAS, there was an overpayment of Uniform Construction Permit Fees collected on June 26, 2017 for the construction of pool renovations at 25 Wendy Drive in the City of Linwood; and

WHEREAS, the pool company of Jersey Pools and Spas, 683 Stokes Road, Medford, NJ 08055 posted check #24140 in the amount of \$131.00 for an update to permit #2017-0141; and

WHEREAS, the fees to be collected were calculated in error and the actual amount due was \$76.00 with a balance to be refunded of \$55.00;

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 hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$55.00 to Jersey Pools and Spas, 683 Stokes Road, Medford, NJ 08055 as an overpayment of Uniform Construction Permit Fees.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 124, 2017

A RESOLUTION AUTHORIZING AN ALLIANCE AGREEMENT WITH THE COUNTY OF ATLANTIC FOR A DRUG ABUSE AND ALCOHOL EDUCATION AND PREVENTION PROGRAM

WHEREAS, an Alliance Agreement has been presented to the City of Linwood by the County of Atlantic for the purpose of subcontracting with the City of Linwood to conduct a Drug Abuse and Alcohol Education Prevention Program in conjunction with P.L. 1989 which creates an alliance to prevent alcoholism and drug abuse; and

WHEREAS, the Common Council of the City of Linwood is desirous of entering into the aforesaid Contract with the County of Atlantic for the purpose of conducting a Drug Abuse and Alcohol Education and Prevention Program;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Linwood that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract on behalf of the City of Linwood with the County of Atlantic for the purpose of conducting a Drug Abuse and Alcohol Education and Prevention program in accordance with the requirements of the Alliance Grant Program.

I, Leigh Ann Napoli; RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

ALLIANCE AGREEMENT

THIS AGREEMENT made this day of 2017, between the County of Atlantic, hereinafter referred to as "COUNTY", and CITY OF LINWOOD, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, P.L. 1989, Chapter 51 created in New Jersey an Alliance to prevent Alcoholism and Drug Abuse which is committed to coordinating a comprehensive effort against Alcoholism and Drug Abuse, and which will provide funds derived from the Drug Enforcement and Demand Reduction Fund to member municipalities to support appropriate County and municipal based Alcohol and Drug Abuse, Education and Public Awareness Programs, and

WHEREAS, MUNICIPALITY has submitted a proposal to the County for funding its local Drug Abuse and Alcohol Education and Prevention Program, and

WHEREAS, the County desires to subcontract with the MUNICIPALITY to conduct a Drug Abuse and Alcohol Education and Prevention Program in accordance with the proposal submitted, and in accordance with the requirements of the Alliance Grant Program, which documents are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I:

SCOPES OF SERVICES

1. MUNICIPALITY shall organize and coordinate community efforts for education regarding and prevention of Substance Abuse, and shall provide community based Alcohol and Drug Abuse Prevention and Education Services in accordance with the proposal which is annexed hereto as Exhibit 1 and incorporated herein.
2. The MUNICIPALITY will adhere to all federal guidelines regarding client confidentiality.
3. REPORTING REQUIREMENTS: Municipal Alliance program recipients are required to submit program activity and expenditure reports to the county on a quarterly basis. The purpose of these reports is to compare actual expenditures with the approval budget and to receive programmatic information on program implementation.

For municipalities which have established an Alliance Trust Fund, status reports on the fund are required when submitting the quarterly reports. Specific instructions will be provided by the county to describe the manner in which the report is to be completed. Failure to provide the required reports in the time frame prescribed by the county constitutes grounds for withholding future awards.

The expenditure reports must include all receipts for expenditures incurred during the reporting quarter, a municipal invoice for reimbursement of quarterly expenditures and an Atlantic County invoice requesting quarterly payment. Municipal Invoice must be an original invoice or municipal letterhead. All invoices must be signed in blue ink to denote original signatures.

The programmatic report, activity report and expenditure receipts must be received on or before 21 days after the quarter has ended. If the required paper work is not submitted by the due date a warning letter will be sent to the Mayor and or Council informing the municipality that the grant may be in jeopardy.

4. The MUNICIPALITY shall ensure that membership in the Alliance is open to all interested volunteers.
5. Failure to comply with the requirements of this contract shall lead to action as set forth in the State's "Alliance of Concern Policy", which is attached hereto as Exhibit 4.

ARTICLE II:

PAYMENT

- A. In full consideration of all services to be performed under this agreement, the municipality shall be compensated in an amount not to exceed \$12,010.00.

This contract amount consists of the following components:

2017 Base Award DEDR	\$12,010.00
No 2016 carryover permitted	

TOTAL DEDR	\$12,010.00
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This contract is subject to MUNICIPALITY providing the following matches for 2017.

Cash 25%	\$3,003.00
In-kind 75% minimum	\$9,007.00

Payment shall be made as follows: Quarterly on a reimbursement basis as expenditures are incurred, provided MUNICIPALITY submits the required reports to the County on a timely basis, along with a signed standard county invoice and an itemized bill printed on the MUNICIPALITY'S letterhead, and any other documents deemed necessary by the County.

- B. It is the exclusive right of the County to determine the services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein, prior to approval and payment of invoices submitted by MUNICIPALITY.
- C. All Expenditures must be in accordance with the 2017 Alliance (DEDR) Funding Use Guidelines which are attached hereto as Exhibit 2.
- D. Unallowable Expenditures are as listed in Section B of Exhibit 2.
- E. Matching funds shall be required in accordance with Section C of Exhibit 2.
- F. Program income shall be handled as required by Section D of Exhibit 2.
- G. Program budget modifications are subject to the requirements of Section E of Exhibit 2.
- H. All Municipal Alliance Programs must comply with the following Sections of Exhibit 2:

Section F. (Unexpended Funds)

Section H. (Program Compliance, Termination of Award)

Section I. (Reporting Requirements)

Section G. (Conflicts of Interest) and

Section A. (General Requirements and Restrictions for Program Activities).

ARTICLE III

TERM

- A. Upon its authorization and execution, this Agreement shall be effective for a term commencing July 1, 2017 and MUNICIPALITY shall complete the performance of all services as required herein by June 30, 2018.
- B. The County Executive may terminate this Agreement at any time by giving ten days written notice of termination sent to the MUNICIPALITY at the address set forth in Article VII. In the event of termination of this Agreement, the MUNICIPALITY shall furnish to the County such reports or documents that the County may require based upon work completed under the provisions of this agreement. The MUNICIPALITY shall be compensated in an amount determined by the County Executive to be commensurate with the work performed at the time of termination.

- C. It is understood and agreed by the MUNICIPALITY that this Contract is contingent upon the County's receipt of grant funding from the Governor's Council on Alcoholism and Substance Abuse. In the event that this funding is revoked, discontinued or reduced, or payment to the County delayed, the County reserves the right to terminate or reduce this contract in accordance with Article III (B) or to alter the payment schedule established in Exhibit B.

ARTICLE IV

GENERAL PROVISIONS

- A. The MUNICIPALITY'S status shall be that of an independent principal and not as agent or employee of the County.
- B. The MUNICIPALITY agrees that in the performance of this Agreement it will obey and comply with the applicable federal, state and municipal laws and regulations, and with the provisions of the Alliance Grant Contract between the County and the Governors Council on Alcoholism and Drug Abuse.
- C. This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.
- D. There shall be no discrimination against any employee engaged in the work required to produce the services covered by the Agreement, or against any applicant for such employment because of race, creed, color, national origin, ancestry, sex, marital status or physical handicap. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The MUNICIPALITY shall insert a similar provision in any subcontracts.
- E. The parties to this Contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Contract and are binding upon them.
- F. All material or information which has been paid for upon completion of the project or termination remains the property of the County.
- G. This Contract may not be altered, modified or rescinded orally, but any changes agreed upon and executed by both parties may be incorporated into this Agreement.
- H. The MUNICIPALITY agrees not to subcontract any of the services described herein without the prior written approval of the County.

- I. MUNICIPALITY agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Contract. The MUNICIPALITY also agrees to submit all documents and records necessary to assure compliance and completion of this Contract.

MUNICIPALITY agrees that all financial records required to be kept be made available for inspection during normal business hours by representatives by the County. Said records shall be kept for a minimum of three years. Any MUNICIPALITY receiving funding in excess of \$10,000 pursuant to this Contract must have an audit conducted by an RMA-CPA of the contract funds after termination of the Contract. A copy of the audit report must be submitted to the Atlantic County Health Department within 120 days after termination of the Contract.

- J. MUNICIPALITY may not vary the services provided from those outlined in the approved County Alliance Plan unless it first receives approval in writing from both the County and the Governors Council on Alcoholism and Drug Abuse for changes in the programmatic content and receives authorization from the State Alliance Coordinator.

- K. MUNICIPALITY must:

1. Demonstrate coordination with the County office on Alcoholism and Drug Abuse.
2. Identify and impact some aspect of the biopsychosocial model.
3. Incorporate broad based, community efforts.
4. Illustrate a broad base of service as determined by local needs.
5. Be used for school or community based prevention efforts, early intervention services and/or education, support or outreach efforts directed towards parents.
6. Be clearly denoted as an alcohol and drug prevention, education or public awareness activity.
7. Deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

- L. MUNICIPALITY shall be monitored by the oversight committee within the County Alliance Steering Committee for assurances that its activities exhibit fidelity to the County Alliance Plan with regards to both fiscal and programmatic areas.

- M. MUNICIPALITY accepts fiscal responsibility that all funds issued pursuant to this Contract shall be used within the scope and context of N.J.S.A. 26:2BB-1 et seq., and N.J.A.C. 17:40-1 et seq. and the approved County Alliance Plan.

- N. MUNICIPALITY shall maintain expense and cash status information.
- O. MUNICIPALITY must expend all funds pursuant to this Contract during the contract period.
- P. MUNICIPALITY may not utilize any of the funds disbursed pursuant to this Agreement for partisan political activity or similar activity by any person or organization making use of these programs and/or funds.
- Q. MUNICIPALITY shall adhere to the following statement: No person shall, on the grounds of race, color, national origin, age, sex, religion, or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by State of New Jersey funds.
- R. MUNICIPALITY shall publicize and conduct all meetings open to the public as indicated in N.J.A.C. 17:40-1 et seq.
- S. MUNICIPALITY shall adhere to all federal and state guidelines for a drug free workplace.
- T. MUNICIPALITY shall participate and cooperate with the Governors Council on Alcoholism and Substance Abuse for scheduled site visits.
- U. MUNICIPALITY shall, when issuing statements, press releases, request for proposals, bids solicitation, and other documents describing projects or programs funded through the Alliance in whole or in part clearly state 1) the percentage of the total cost of the program which will be financed with Alliance funds, 2) the dollar amount of Alliance funds for the program or project, and 3) the percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.
- V. MUNICIPALITY agrees to comply with the Affirmative Action requirements set forth in Exhibit 3.
- W. Programs must deliver a no use message to those under the legal age.
 - A.A. All programs must clearly have a substance abuse prevention component.
 - B.B. For those Alliances which use a portion of funds for a coordinator position, a job description for that coordinator is required. This must be submitted to the County Office by November 1, 2017.
 - C.C. Alliances are required to adopt by-laws. The by-laws will include basic job descriptions for officers and establish a meeting time. This must be submitted to the County Office by November 1, 2017.

- D.D. A representative from each Alliance is required to attend a minimum of 50% of the Chairperson's meeting and/or special workshops.
- E.E. The Alliance name will be used when sponsoring/promoting/ announcing programs.
- F.F. A minimum of a quarterly Alliance meetings will be held.
- G.G. Each Alliance must conduct a needs assessment which is the basis for the proposal. Proposed programs must be directly related to the needs identified.
- H.H. Payments/Vouchers/Invoices must be submitted directly to vendors, not other community groups. Vouchers must clearly indicate what is being purchased and for which program it is being purchased. If vouchers are not submitted to the vendor, to receive reimbursement, indicate what has been purchased on the voucher and attach appropriate receipts.
- I.I. Over expenditures of a program or budget line item by more than 10% will not be reimbursed.
- J.J. Programmatic fiscal reports must be submitted in a timely fashion and failure to complete same could result in a lost of total or partial funding.
- K.K. Activities with a gambling related theme are not permitted.

ARTICLE V

INDEMNIFICATION

- A. MUNICIPALITY agrees to indemnify and save harmless the County, the State of New Jersey and the Governors Council on Alcoholism and Substance Abuse, and each of their officers, agents and servants from any and all losses, claims, actions, costs, expenses, judgments, subrogations or other expenses, including attorney's fees by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this Contract.

ARTICLE VI

ADDRESS FOR NOTICE

The address given below should be the address of the representative parties to which all notices and reports required by this Agreement shall be sent by mail:

Robert Widitz
County Alliance Coordinator
Atlantic County Division of Public Health
201 S. Shore Road
Northfield, NJ 08225

Honorable Richard L. Depamphilis, III
City of Linwood
400 Poplar Avenue
Linwood, NJ 08221

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this Agreement.

WITNESS

COUNTY OF ATLANTIC:

Sonya G. Harris, Clerk
Board of Chosen Freeholders

Dennis Levinson
County Executive

WITNESS

MUNICIPALITY:

Clerk

Mayor, Richard L. Depamphilis, III

APPROVED AS TO FORM ONLY ON THE
BASIS OF THE FACTS SET FORTH:

James F. Ferguson
County Counsel

Linwood alliance 2017.doc

RESOLUTION No. 125, 2017

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2017-11,
TO THE ARC OF ATLANTIC COUNTY

WHEREAS, The Arc of Atlantic County has applied for a Raffle License, to conduct games on September 14, 2017; and

WHEREAS, The Arc of Atlantic County has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 125-4-29145;

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 126, 2017

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2017-12,
TO THE ARC OF ATLANTIC COUNTY

WHEREAS, The Arc of Atlantic County has applied for a Raffle License, to conduct games on September 14, 2017; and

WHEREAS, The Arc of Atlantic County has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 125-4-29145;

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 127, 2017

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE CITY OF LINWOOD BLUE COLLAR EMPLOYEES THROUGH ITS REPRESENTATIVE, TEAMSTERS LOCAL #331

WHEREAS, the City of Linwood and the City of Linwood Blue Collar Employees through its representative, Teamsters Local #331, have been actively engaged in contract negotiations during the calendar year 2017; and

WHEREAS, as a result of these negotiations the City of Linwood and Teamsters Local #331, Blue Collar Employees have reached an agreement to extend all of the terms and conditions of the existing 2016 Collective Bargaining Agreement for calendar year 2017 through December 31, 2017 or until such time as the Parties shall reach agreement on the terms and conditions of a new Collective Bargaining Agreement; and

WHEREAS, the Parties wish to enumerate and ratify the extension of the 2016 Collective Bargaining Agreement through a Memorandum of Agreement, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the attached Memorandum of Agreement, embodying the terms and conditions as agreed upon, are hereby accepted by the City of Linwood subject to its acceptance by the City of Linwood Blue Collar Employees through its representative, The Teamsters Local #331;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized, empowered and directed to execute the attached final Memorandum of Agreement on behalf of the City of Linwood upon the acceptance of said Memorandum of Agreement by the City of Linwood Blue Collar Employees through its representative, Teamsters Local #331.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LINWOOD
AND TEAMSTERS LOCAL # 331, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, BLUE COLLAR EMPLOYEES**

Whereas, the City of Linwood and Teamsters Local #331, Blue Collar Employees have an existing collective bargaining agreement for calendar years 2014, 2015 and 2016; and

Whereas, the City of Linwood and Teamsters Local #331, Blue Collar Employees have been actively engaged in contract negotiations during calendar year 2017 ; and

Whereas, as a result of these negotiation the City of Linwood and Teamsters Local #331, Blue Collar Employees have reached an agreement to extend all of the terms and conditions of the existing 2016 Collective Bargaining Agreement for calendar year 2017 through December 31, 2017 or until such time as the Parties shall reach agreement on the terms and conditions of a new Collective Bargaining Agreement; and

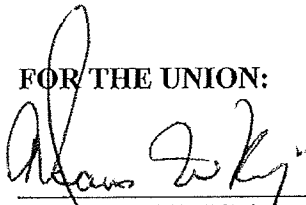
Whereas, the Parties wish to enumerate and ratify the extension of the 2016 Collective Bargaining Agreement through this Memorandum of Agreement;

Now therefore, be it resolved that the Parties agree to amend the existing 2016 Employment Contract between the City of Linwood Blue Collar Employees and Teamsters Local #331 as follows:

1. All terms and conditions of the existing 2016 Collective Bargaining Agreement for calendar year 2017 shall be extended through December 31, 2017 or until such time as the Parties shall reach agreement on the terms and conditions of a new Collective Bargaining Agreement.
2. This Agreement shall continue from year to year thereafter unless either of the parties hereto shall give to the other one hundred twenty (120) days written notice prior to its original termination date or prior to the end of any subsequent year of an intention to terminate the Agreement. Any and all changes in compensation and benefits agreed to after the said termination date shall be retroactive to the day following such termination date.

IN WITNESS WHEREOF the Parties hereto have duly executed this Memorandum of Agreement the 3 day of July, 2017.

FOR THE UNION:



MARCUS KING, President/EO

FOR THE CITY:

RICHARD L. DEPAMPHILIS, III
Mayor

LEIGH ANN NAPOLI
Municipal Clerk

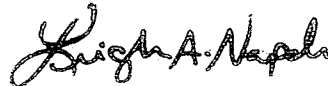
RESOLUTION No. 128, 2017

A RESOLUTION AUTHORIZING THE USE OF FACSIMILE SIGNATURES

WHEREAS, the City of Linwood, for its own conveniences, desires to have its checks, drafts or other orders for the payment or withdrawal of money, up to a maximum amount of \$10,000,000.00 signed with facsimile signatures; and

WHEREAS, the City of Linwood realizes that it is impossible for OceanFirst Bank (hereinafter referred to as the "Bank") to determine whether or not a genuine facsimile signature has been affixed by an authorized person or means;

NOW, THEREFORE, BE IT RESOLVED, that the Bank, as a designated depository of the City of Linwood, is hereby requested, authorized and directed to honor any and all checks, drafts, or other orders for payment or withdrawal of money up to a maximum amount of \$10,000,000.00, drawn in the City of Linwood's name, including those drawn to the individual order of any person or persons whose name or names appears thereon as a signer or signers thereof, when bearing the facsimile signature(s) made by machine or other mechanical device, (affix facsimile signature(s)):



BE IT FURTHER RESOLVED, that the Bank shall be entitled to pay and charge to the account of the City of Linwood any and all such checks, drafts, wire transfers or other orders, up to a maximum amount of \$10,000,000.00, regardless of by whom or by what means the above facsimile signature(s) thereon may have been affixed thereto.

BE IT FURTHER RESOLVED, that the City of Linwood assumes full responsibility for all payments made by the bank in good faith in reliance upon the above facsimile signature(s) of such person or person(s) and agrees to indemnify and hold harmless the Bank, its successors, agents and employees for any loss which may result in connection with transactions made by use of facsimile signatures, due to unauthorized use of the facsimile signature or otherwise, where such transactions were handled by the Bank without negligence.

BE IT FURTHER RESOLVED, that the Municipal Clerk of the City of Linwood is hereby authorized and directed to furnish to the Bank the above specimen(s) of the facsimile signature(s).

RESOLUTION NO. 128, 2017
PAGE 2

BE IT FURTHER RESOLVED, that this resolution shall continue and remain in full force and effect until notice of their revocation by further resolution of the Common Council has been received in writing by the Bank.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 129, 2017

A RESOLUTION OF THE CITY OF LINWOOD, COUNTY OF ATLANTIC, AUTHORIZING
THE TAX COLLECTOR TO ESTABLISH A GRACE PERIOD

WHEREAS, R.S. 54:4-67 authorized and permits a municipality to set a grace period of when a tax would be considered delinquent not to exceed 10 days;

WHEREAS, the tax rate was not received in time to meet the statutory mailing and due dates, the grace period for the third quarter of 2017, will be extended to twenty five days from the date of certified mailing to meet the statutory requirements as per N.J.S.A. 54:4-66.3d;

NOW, THEREFORE, BE IT RESOLVED, that the governing body hereby establishes the following grace period for taxes due for the 2017/2018 billing:

1. Effective upon passage of this resolution the grace period for the third quarter taxes will be extended to twenty five days from the date of certified mailing after which interest will accrue from August 1, 2017.
2. The governing body authorizes the maximum grace period (10 days) for the remaining quarters in the 2017/2018 billing after which interest will accrue from the statutory due dates.

BE IT FURTHER RESOLVED, that interest shall be charged in accordance with the provisions as set further in Resolution No. 129, 2017 for any payments received after the grace period.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 130, 2017

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN ACCOUNT AGREEMENT WITH OCEANFIRST BANK

WHEREAS, by Resolution No. 83, 2017, OceanFirst Bank was designated as the official depository for the City of Linwood; and

WHEREAS, it has become necessary to open a new account for development fees; and

WHEREAS, OceanFirst Bank submitted an Account Agreement to the City for the new account that requires the Mayor and City Clerk to execute;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Mayor and City Clerk are hereby authorized to execute the Account Agreement with OceanFirst Bank for the account titled, City of Linwood Development Fees.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 131, 2017

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LINWOOD AND THE MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION FOR THE PROVISION OF A CLASS III SPECIAL LAW ENFORCEMENT OFFICER

WHEREAS, the City of Linwood and the Mainland Regional High School Board of Education are desirous of entering into a Shared Services Agreement for the provision of one (1) Class III Special Law Enforcement Officer; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, a Shared Services Agreement and Memorandum of Understanding have been prepared pursuant to said statutory requirements and the Common Council is desirous of authorizing same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Mainland Regional High School Board of Education for the provision of one Class III Special Law Enforcement Officer are hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 12th day of July, 2017.

RESOLUTION No. 131, 2017
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IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 12th day of July, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____