

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
July 13, 2022
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 Matik ___ Mrs. Albright _____ Mrs. Byrnes _____
 Mrs. DeDomenicis _____ Mr. Ford _____ Mr. Levinson _____
 Mr. Michael _____ Mr. Paolone _____

 Professionals: Mr. Youngblood ___ Mr. Polistina _____ Mrs. Napoli _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilwoman Albright
 - A. Planning, Engineering, & Development
 1. Ordinance for abandonment of nonconforming uses
5. Councilwoman Byrnes
 - A. Neighborhood Services
 1. Resolution authorizing an Alliance Agreement with Atlantic County
6. Councilwoman DeDomenicis
 - A. Public Works
7. Councilman Ford
 - A. Planning, Engineering, & Development
 1. Ordinance amending Chapter 205 for property maintenance – final reading
 2. Resolution rejecting bids for the East Patcong Avenue Pump Station Rehabilitation
 3. Resolution authorizing the City of Linwood to share costs with the NJDOT associated with a traffic control device at the intersection of Route 9 and Patcong Avenue
 4. Artificial turf field
8. Councilman Levinson
 - A. Revenue & Finance
 1. Resolution authorizing the cancellation of 2017 preliminary taxes due to tax exempt status for 507 Wilson Avenue
 2. Annual Audit Report
 - B. Resolution authorizing closed session to discuss employment matter
9. Councilman Michael
 - A. Public Safety
10. Council President Paolone
 - A. Administration
11. Solicitor's Report

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
July 13, 2022**

CALL TO ORDER

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

FLAG SALUTE: Councilman Todd Michael

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCES

12 OF 2022 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: June 8, 2022
PUBLICATION: June 14, 2022
PASSAGE: July 13, 2022

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.

119-2022 A Resolution authorizing an Alliance Agreement with the County of Atlantic for a Drug Abuse and Alcohol Education and Prevention Program
120-2022 A Resolution authorizing the cancellation of 2017 preliminary taxes due to tax exempt status for Block 118 Lot 8 located at 507 W. Wilson Avenue in the City of Linwood
121-2022 A Resolution rejecting the bids for the East Patcong Avenue Pump Station Rehabilitation Contract No. 32 in the City of Linwood
122-2022 A Resolution authorizing the City of Linwood to share costs with the New Jersey Department of Transportation Association with a traffic control device at the intersection of Route US 9 and Patcong Avenue in the City of Linwood
123-2022 A Resolution certifying the review of the annual Audit by the Governing Body
124-2022 A Resolution closing the meeting of July 13, 2022

APPROVAL OF BILL LIST: \$4,076,331.97

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 12, 2022

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 subject to foreclosure; 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 responsible parties of 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, pursuant to N.J.S.A. 40:48-2, the governing body of a municipality is authorized to enact and amend ordinances as deemed necessary for the preservation

of the public health, safety and welfare and as may be necessary to carry into effect the powers and duties conferred and imposed upon the City by law; and

WHEREAS, pursuant to P.L. 2021, c. 444, the governing body of a municipality is authorized to adopt or amend ordinances creating a property registration program for the purpose of identifying and monitoring properties within the municipality for which a summons and complaint in an action to foreclose on a mortgage has been filed, to regulate the care, maintenance, security and upkeep of such properties, and to impose a registration fee on the mortgagee of such properties; 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 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 amend registration and certification requirements on foreclosure 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 foreclosure 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 which is used as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of foreclosure 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 has had a foreclosure complaint, lis pendens filed against it by the Lender holding a mortgage

on the property, is subject to an ongoing foreclosure action by the Lender, , 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/orbreached 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).

Foreclosure – means the legal process by which a mortgagee terminates a mortgagor's interest in real property either to obtain legal and equitable title to the real property pledged as security for a debt or to force a sale of said property to satisfy a debt. For purposes of this article, this process begins upon the service of a summons and complaint on the mortgagor or any interested party. For purposes of this article, the process is not concluded until the property is sold to a bona fide purchaser not related to the mortgagee in an arm's-length transaction whether by Sheriff's sale, private sale following a Sheriff's sale, or private sale following the vesting of title in the mortgagee pursuant to a judgment.

Mortgagee - means the creditor, including but not limited to: lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests, or obligations under the mortgage agreement, excluding governmental entities as assignee or owner.

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 which catalogs each Foreclosure Property within the Municipality, containing the information required by this Article.

SECTION 205 - 8. REGISTRATION OF FORECLOSURE 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 the commencement of foreclosure as evidenced by a foreclosure filing. 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 foreclosure, it shall be inspected by the mortgagee or his designee monthly and, 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) If the property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the annual registration fee shall be charged for every thirty-day period (30), or portion thereof, that the property is not registered and shall be due and payable with the registration.

(f) 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.

- (g) 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.
- (h) 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 in foreclosure .
- (i) 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.
- (j) Failure of the mortgagee 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.
- (k) 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.
- (l) Registration of foreclosure property does not alleviate the Mortgagee from obtaining all required licenses, permits and inspections required by applicable code or State Statutes.
- (m) If the mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall**

register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property. If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property. 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) and R.S. 40:49-5. 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 by the Common Council of the City 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, be and are hereby repealed to the extent of such inconsistency.

SECTION 6. CODIFICATION. It is the intention of the Common Council of the City of Linwood, Atlantic County, New Jersey, that the provisions of this Ordinance shall become and be made a part of the Municipal Code of the City of Linwood ; 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>June 8, 2022</i>
<i>PUBLICATION:</i>	<i>June 14, 2022</i>
<i>PASSAGE:</i>	<i>July 13, 2022</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 8, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on July 13, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION NO. 119, 2022

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 13th day of July, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of July, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

ALLIANCE AGREEMENT

THIS AGREEMENT made this day of 2022, between the County of Atlantic, hereinafter referred to as "COUNTY", and 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 \$3,731.09

This contract is subject to MUNICIPALITY providing the following matches for 2022.

Cash 25%	\$932.77
In-kind 75% minimum	\$2,798.32

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 2022 Alliance (DEDR) Funding Use Guidelines which are attached hereto as Exhibit 2.
- D. Unallowable Expenditures are as listed in 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, 2022 and MUNICIPALITY shall complete the performance of all services as required herein by June 30, 2023.
- 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 thereunto, 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, 2022.
 - 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, 2022.
 - 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 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:

Brian Wilson
County Alliance Coordinator
Atlantic County Division of Public Health
201 S; Shore Road
Northfield, NJ 08225

Mayor Darren Matik
Linwood City Hall
Poplar Ave. & New Rd.
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 Commissioners

Dennis Levinson
County Executive

WITNESS

MUNICIPALITY:

Clerk



Mayor

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

James F. Ferguson
County Counsel

Linwood.alliance.doc

RESOLUTION NO. 120, 2022

A RESOLUTION AUTHORIZING THE CANCELLATION OF 2017 PRELIMINARY TAXES
DUE TO TAX EXEMPT STATUS FOR BLOCK 118 LOT 8 LOCATED AT 507 WEST
WILSON AVENUE IN THE CITY OF LINWOOD

WHEREAS, Walter Sudol is the owner of Block 118 Lot 8 located at
507 W. Wilson Avenue in the taxing district of the City of Linwood;
and

WHEREAS, Walter Sudol made application to the Tax Assessor of the
City of Linwood for Property tax Exemption due to his 100% Permanently
Disabled Veteran status and the Tax Assessor for the City of Linwood
granted the exemption for Walter Sudol as of July 29, 2016; and

WHEREAS, a billing correction needs to be made to 2017
preliminary taxes still showing open and due for billing which was tax
exempt at the time;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood, that the Tax Collector is hereby authorized, empowered and
directed to cancel the 1st & 2nd quarter taxes for 2017 for the property
known as block 118 lot 8 assessed in the name of Estate of Walter
Sudol.

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 13th day of
July, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 13th day of July, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 121, 2022

A RESOLUTION REJECTING THE BIDS FOR THE EAST PATCONG AVENUE PUMP STATION REHABILITATION CONTRACT NO. 32 IN THE CITY OF LINWOOD

WHEREAS, the City of Linwood advertised for and received bids for the East Patcong Avenue Pump Station Rehabilitation Contract No. 32 on Wednesday, June 1, 2022 at 10:00 A.M.; and

WHEREAS, the bids submitted have been reviewed and it has been determined that the bids are well in excess of the amount budgeted with regard to the aforesaid project; and

WHEREAS, the City Engineer has indicated that the submitted bids far exceed the budget for the subject project;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the bids submitted on June 1, 2022 for the East Patcong Avenue Pump Station Rehabilitation Contract No. 32 be and are hereby rejected based upon the Certification of the City Engineer and more specifically because the bids far exceed the allocated budget for the project.

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 13th day of July, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of July, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

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



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

June 8, 2022

Mr. Ralph Paolone, Council President and Council Members
The City of Linwood
400 Poplar Avenue
Linwood, NJ 08221

Re: Report of Bids
East Patcong Ave Pump Station Rehabilitation
Contract No. 32
City of Linwood, Atlantic County
PA No. 7501.25

Dear Mr. Paolone and Council Members:

On Wednesday, June 1st, 2022 at 10:00 A.M., sealed bids were received by The City of Linwood for the "East Patcong Ave. Sewage Pump Station Rehabilitation" - Contract No. 32. A total of nine (9) contractors picked up bid documents during the bidding period and two (2) contractors submitted bids for the project. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidders Name	Total Base Bid	Total Alt. Bid	Total Bid
T & T Commonwealth	\$287,530.00	\$21,050.00	\$308,580.00
West Bay Construction	\$297,500.00	\$20,500.00	\$318,000.00

All of the bids have been checked for administrative completeness and math computations. The Engineer's Estimate for the total bid was \$ 150,000.00. The lowest base bid for the project submitted by T & T Commonwealth is approximately 100% above the engineer's estimate for the bid.

Based on an analysis of the bids received, the Engineer's Estimate and total project costs; we are recommending that the City reject all bids due to the excessive amount over the engineer's estimate and re-bid the project.

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

Very truly yours,

POLISTINA & ASSOCIATES

Vincent J. Polistina, PE
City Engineer

cc: Leigh Ann Napoli, City Clerk

POLISTINA & ASSOCIATES
CONSULTING ENGINEERS & PLANNERS
CITY OF LINWOOD
LINWOOD, NEW JERSEY

PAGE NO. 1
JOB # 7501.25
DATE: 6/1/2022

EAST PATCONG AVE SEWAGE PUMP STATION REHABILITATION - CONTRACT NO. 32

ITEM NO.	ITEM DESCRIPTION	QTY	T&T COMMONWEALTH		WEST BAY CONSTRUCTION	
			BID PRICE	TOTAL	BID PRICE	TOTAL
1	Mobilization & Permits	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
2	Construction Layout	1	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
3	Sawcutting (If & Where Directed)	300	\$ 3.00	\$ 900.00	\$ 10.00	\$ 3,000.00
4	Remove & Replace Submersible Pumps and Base Elbows	1	\$ 110,000.00	\$ 110,000.00	\$ 117,000.00	\$ 117,000.00
5	Remove & Replace Valve Vault Appurtenances	1	\$ 47,000.00	\$ 47,000.00	\$ 20,000.00	\$ 20,000.00
6	Remove & Replace Control Panel and Associated Electrical Equip.	1	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00
7	Miscellaneous Electrical Work and Conduit Installation	1	\$ 40,000.00	\$ 40,000.00	\$ 25,000.00	\$ 25,000.00
8	Remove & Replace Existing Wet Well Top	1	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
9	Type 'A' Stormwater Inlet with Bicycle Safe Grate	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
10	Washdown Water Service	1	\$ 8,000.00	\$ 8,000.00	\$ 24,000.00	\$ 24,000.00
11	Temporary Sewage Bypass	1	\$ 7,000.00	\$ 7,000.00	\$ 30,000.00	\$ 30,000.00
12	Stone & Fabric Pump Station Restoration	20	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00
13	3/4" Crushed Stone Bedding (If & Where Directed)	10	\$ 1.00	\$ 10.00	\$ 75.00	\$ 750.00
14	Topsoil, Fertilize & Seed	10	\$ 1.00	\$ 10.00	\$ 50.00	\$ 500.00
15	Select Backfill (If & Where Directed)	10	\$ 1.00	\$ 10.00	\$ 25.00	\$ 250.00
16	Asphalt Roadway Restoration	50	\$ 100.00	\$ 5,000.00	\$ 200.00	\$ 10,000.00
17	Maintenance & Protection of Traffic	1	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00
	TOTAL BASE BID			\$ 287,530.00		\$ 297,500.00
9	Type 'A' Stormwater Inlet with Bicycle Safe Grate	1	\$ 5,800.00	\$ 5,800.00	\$ 5,000.00	\$ 5,000.00
14	Topsoil, Fertilize & Seed	10	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00
16	Asphalt Roadway Restoration	70	\$ 175.00	\$ 12,250.00	\$ 200.00	\$ 14,000.00
18	Concrete Vertical Curb (If & Where Directed)	10	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00
	TOTAL ALTERNATE BID			\$ 21,050.00		\$ 20,500.00
	TOTAL BASE BID AND ALTERNATE BID			\$ 308,580.00		\$ 318,000.00

RESOLUTION NO. 122, 2022

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO SHARE COSTS WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION ASSOCIATED WITH A TRAFFIC CONTROL DEVICE AT THE INTERSECTION OF ROUTE US 9 AND PATCONG AVENUE IN THE CITY OF LINWOOD

WHEREAS, the City of Linwood requested push-button actuated pedestrian warning flashing beacons at the intersection of Route US 9 and Patcong Avenue in the City of Linwood; and

WHEREAS, the New Jersey Department of Transportation has requested written authorization from the City to contribute 25% toward electrical construction costs to initiate a work order for the pedestrian flashing beacons; and

WHEREAS, the Common Council desires to authorize the cost sharing associated with the application for electrical construction costs for the devices;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood hereby authorizes sharing the costs with the New Jersey Department of Transportation associated with the electrical construction costs, specifically 25% of the costs, for the push-button actuated pedestrian warning flashing beacons at the intersection of Route US 9 and Patcong Avenue in 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 Regular Meeting of the City Council of Linwood, held this 13th day of July, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of July, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 123, 2022

A RESOLUTION CERTIFYING THE REVIEW OF THE ANNUAL AUDIT BY THE
GOVERNING BODY

WHEREAS, N.J.S.A.40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2021 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations," as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52 - "A local officer or member of the local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services) under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than One Thousand Dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Linwood hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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 13th day of July, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of July, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 124, 2022

A RESOLUTION CLOSING THE MEETING OF JULY 13, 2022

WHEREAS, the Open Public Meetings Act provides for the closing of public meetings by way of Resolution under certain circumstances, as provided in that Act, and when the governing body determines that it is in the public interest to close said meeting; and

WHEREAS, the minutes of a closed session can and shall be made available to the public for inspection at such time when it has been determined by the Common Council that the aforementioned reasons for closing this session are no longer applicable;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that this meeting shall be closed for the purpose of discussing an employment matter.

BE IT FURTHER RESOLVED, that the minutes of said closed session shall be made available to the public when Council has determined that it is no longer in the public interest to keep said minutes in a confidential manner.

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 13th day of July, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13th day of July, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____