

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
March 25, 2020
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. Byrnes _____ Mrs. DeDomenicis _____
 Mr. Ford _____ Mr. Gordon _____ Mr. Heun _____
 Mr. Levinson _____ Mr. Paolone _____

 Professionals: Mr. Youngblood _____ Mr. Polistina _____ Mrs. Napoli _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
 A. COVID-19 update
4. Councilwoman Byrnes
 A. Neighborhood Services
 1. Ordinance authorizing a Lease Agreement with the Linwood Library – final reading
 2. Resolution certifying funds for the Library Construction Bond Act Grant Program
5. Councilwoman DeDomenicis
 A. Public Works
6. Councilman Ford
 A. Planning & Development
 1. Resolution approving Flood Insurance promotion activity with the Atlantic-Cape Multi-Jurisdictional Program for Flood Insurance
7. Councilman Gordon
 A. Engineering
8. Councilman Heun
 A. Public Safety
 1. Resolutions confirming the Mayor's appoint of John Hamilton to the position of Chief of Police and Jason Weber to the position of Captain of the Linwood Police Department
 2. Resolution honoring Doug Carman
 3. Resolution extending the March 31 deadline for parking permit fees through May 31
9. Councilman Levinson
 A. Revenue & Finance
 1. Resolution authorizing a Temporary Budget
10. Council President Paolone
 A. Administration
 1. Resolution authorizing the hiring of Shantal Swaby as a Part Time Administrative Assistant in the Court Office
 2. Resolution changing the Council meeting from April 8, 2020 to April 7, 2020
11. Mr. Youngblood

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
March 25, 2020**

CALL TO ORDER

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

FLAG SALUTE: Councilwoman Stacy DeDomenicis

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

RESOLUTIONS

95-2020 A Resolution honoring Douglas F. Carman
90-2020 A Resolution approving the Temporary Budget for 2020

ORDINANCES

4 OF 2020 AN ORDINANCE AUTHORIZING THE LEASE OF REAL PROPERTY WITHIN THE CITY OF LINWOOD TO THE TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF LINWOOD, INC. AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HERewith.
FIRST READING: March 11, 2020
PUBLICATION: March 16, 2020
PASSAGE: March 25, 2020

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.

91-2020 A Resolution authorizing the hiring of Shantal Swaby as an Administrative Assistant in the Municipal Court Office for the City of Linwood
92-2020 A Resolution changing the Caucus and Council Meeting Date of April 8, 2020 to April 7, 2020
93-2020 A Resolution confirming the promotion of John Hamilton to the position of Chief in the Linwood Police Department
94-2020 A Resolution confirming the promotion of Jason Weber to the position of Captain in the Linwood Police Department
96-2020 A Resolution extending the March 31 deadline for Parking Permit fees for Seaview and Hamilton Avenues in the City of Linwood
97-2020 A Resolution approving flood insurance promotion activity with the Atlantic-Cape Multi-Jurisdictional Program for Public Information
98-2020 A Resolution awarding a Non-Competitive Contract for Professional Services to Triad Associates for Accessory Apartment Implementation Services for the City of Linwood
99-2020 A Resolution authorizing the submission of a Grant Application to the New Jersey Library Construction Bond Act

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

RESOLUTION No. 90, 2020

A RESOLUTION APPROVING THE TEMPORARY BUDGET FOR 2020

WHEREAS, N.J.S.A. 40A: 4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2018 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided; and

WHEREAS, the date of this resolution is within the first thirty days of March, 2020; and

WHEREAS, the total appropriations in the 2019 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is the sum of \$10,542,526.81 and

WHEREAS, the total appropriations so made will not exceed 50.00% of the total appropriations in the 2019 Budget, exclusive of any appropriations made for interest on debt redemption charges and capital improvement fund in said 2019 Budget is the sum of \$5,271,263.41

NOW, THEREFORE, BE IT RESOLVED, that the following appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records:

TEMPORARY APPROPRIATIONS - 2020

Administrative & Executive	
Salaries & Wages	0.00
Other Expenses	1,800.00
Mayor & Council	
Salaries & Wages	32,967.50
Municipal Clerk	
Salaries & Wages	70,696.00
Other Expenses	20,175.00
Elections	
Other Expenses	3,250.00
Financial Administration	
Salaries & Wages	38,088.50
Other Expenses	17,250.00
Annual Audit	
Other Expenses	14,250.00
Assessment of Taxes	
Salaries & Wages	16,210.00
Other Expenses	7,745.00
Collection of Taxes	
Salaries & Wages	42,603.50
Other Expenses	7,000.00
Legal Services & Costs	
Other Expenses	72,500.00
Engineering Services & Costs	
Other Expenses	15,000.00

Public Building & Grounds	
Other Expenses	136,625.00
Municipal Land Use Law (NJSA 40A:55D-1)	
Planning Board	
Salaries & Wages	4,780.00
Other Expenses	17,500.00
Shade Tree	
Other Expenses	200.00
Insurance Premiums	
Group Insurance for Employees	552,461.50
Other Insurance Premiums	170,869.50
Workmen's Compensation Insurance	89,706.00
Uniform Fire Safety Act	
Salaries & Wages	5,500.00
Other Expenses	5,223.50
Fire	
Salaries & Wages	176,946.50
Other Expenses	37,750.00
Aid to Volunteer Fire Companies	
Operation & Maintenance	3,000.00
Police	
Salaries & Wages	969,915.50
Other Expenses	68,932.50
Municipal Court	
Salaries & Wages	53,550.00
Other Expenses	7,874.00
Emergency Management Services	
Salaries & Wages	516.50
Other Expenses	9,846.00
Road Repairs & Maintenance	
Salaries & Wage	215,895.00
Other Expenses	69,850.00
Sewer System	
Salaries & Wages	
Finance & Administration	0.00
Other Expenses	
Finance & Administration	4,500.00
Operation & Maintenance	15,000.00
Landfill - Tipping Fees	220,000.00
Sanitation	88,284.00
Municipal Services Act	24,114.50
Dog Warden	
Contractual	4,800.00
Other Expenses	
Senior Citizen Center	
Other Expenses	50.00
Parks & Playgrounds	
Salaries & Wages	3,500.00
Other Expenses	15,925.00
Historian	
Other Expenses	250.00
State Uniform Construction Code	
Construction Code Official	
Salaries & Wages	60,068.50
Other Expenses	2,410.00

Utilities	
Gasoline	25,000.00
Electric	52,500.00
Telephone & Telegraph	24,000.00
Natural Gas	15,000.00
Street Lighting	62,500.00
Fire Hydrant Services	35,500.00
Water & Sewer	3,250.00
Accumulated Leave	1.00
Contingent	250.00
Public Employees' Retirement System inside cap	100,349.00
Police & Firemen's Retirement System inside cap	244,872.50
Social Security	120,000.00
Unemployment Compensation Insurance	7,000.00
Maintenance of Free Public Library	
Other Expenses	149,379.50
Atlantic County Sewerage Authority	
Share of Costs	248,902.50
City of Northfield's Share of Sewer Rents	5,580.00
NJPDES Stormwater Permit Streets & Roads	1,837.00
NJPDES Stormwater Permit Landfill Tipping	7,500.00
NJDPEs Stormwater Permit Municipal Clerk	250.00
Dispatch Shared Services	177,549.00
Emergency Medical Services	9,000.00
Sewer System Services	71,190.00
Prosecutor Services	10,000.00
Public Defender Services	2,000.00
Municipal Alliance Grant	6,306.00
Total	4,730,608.50

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 25th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

ORDINANCE NO. 4, 2020

AN ORDINANCE AUTHORIZING THE LEASE OF REAL PROPERTY WITHIN THE CITY OF LINWOOD TO THE TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF LINWOOD, INC. AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

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

WHEREAS, the Mayor and Council of the City of Linwood, Lessor, pursuant to N.J.S.A. 40A:12-14(c), have determined to lease certain real estate for public purposes in the City of Linwood to the Trustees of the Free Public Library of the City of Linwood, Inc., a nonprofit corporation of the State of New Jersey, the Lessee ; and

WHEREAS, the City of Linwood is the owner of property known as the Linwood Library Building located at 301 Davis Avenue in the City of Linwood and shown on the Linwood Tax Map as Block 130, Lot 1; and

WHEREAS, the City of Linwood will not be charging any actual rent to the Trustees of the Free Library of the City of Linwood, Inc., but are rather entering into this Lease for nominal consideration; and

WHEREAS, the general public purpose served by the Lessee shall be to provide a free public library and all related services to the residents of the City of Linwood and to the general public at large; and

WHEREAS, the term of the Lease shall be for twenty (20) years commencing on January 1, 2021 and continuing through December 31, 2040; and

WHEREAS, the Common Council of the City of Linwood shall be responsible for enforcing the terms and conditions of this Lease; and

WHEREAS, the Lessee shall annually submit a report to the Mayor, or such other officer, employee or agency designated by the governing body, setting out the use to which the leasehold was put during each year, the activities of the Lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and Federal law;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Common Council of the City of Linwood that the City of Linwood is hereby authorized to lease the property described herein according to the terms and conditions set forth in this Ordinance to the Trustees of the Free Public Library of the City

of Linwood, Inc. Said Lease shall be further conditioned upon and subject to the terms and provisions of a written Lease Agreement between the City of Linwood, Lessor, and the Trustees of the Free Public Library of the City of Linwood, Inc., Lessee, pursuant to the Lease attached hereto and made a part hereof;

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

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies and should any section, clause, sentence or provision of any item in this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

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

FIRST READING: March 11, 2020

PUBLICATION: March 16, 2020

PASSAGE: March 25, 2020

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 March 11, 2020 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on March 25, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

LEASE AND OPERATION AGREEMENT

THIS LEASE AND OPERATION AGREEMENT (hereinafter the "LEASE") is made this 1st day of January 2020, by and between the **CITY OF LINWOOD**, with address of 400 Poplar Avenue, Linwood, New Jersey 08221, (hereinafter the "LANDLORD/CITY") and the **TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF LINWOOD, INC.**, with address of 301 Davis Avenue, Linwood, New Jersey 08221, identified on the Linwood Tax Map as block 130, Lot 1, (hereinafter the "TENANT/LIBRARY");

RECITALS

A. Landlord/City is the owner of that certain real property, with improvements, known as the Linwood Library Building located at Davis and Wilson Avenues in the City of Linwood, New Jersey 08221 located at (hereinafter the "Premises").

B. Tenant/Library is a municipal free public library, established by the City of Linwood, pursuant to N.J.S.A. 40:54-1 et seq., for the purpose of providing library and related services to the public and Tenant/Library desires to lease the Premises from Landlord/City, pursuant to the provisions set forth below.

C. Landlord/City desires to lease the Premises to Tenant/Library for Tenant/Library's use as a library and related services, pursuant to the provisions set forth below.

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth in this Lease, the adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **RECITALS:** Landlord/City and Tenant/Library hereby acknowledge and affirm the Recitals set forth above and specifically incorporate them in this Lease.

2. **LEASE:** Landlord/City hereby leases to Tenant/Library, and Tenant/Library hereby agrees to lease from Landlord/City, the Premises described in this Lease, pursuant to and in accordance with all covenants, conditions and provisions of this Lease.

3. **TERM:** The term of the Lease shall be for a period of twenty, (20), years, beginning on January 1, 2021 and ending on December 31, 2040.

4. **USE:** During the term of this Lease, Tenant/Library shall be permitted to use the Premises for the following purposes, and for no others without the advance written consent of Landlord/City:

As the Linwood Library and all purposes related thereto;

As community multi-purpose rooms;

For such other purposes as may be agreed upon jointly by the Landlord/City and Tenant/Library in writing.

5. **RENT:** In accordance with the terms and conditions of N.J.A.C. 15:21-12.6 no rent shall be charged under this Lease.

6. **PAYMENTS BY THE LANDLORD/CITY:** If the Tenant/Library fails to comply with the terms of this Lease, the Landlord/City may take any required action.

7. **CONDITION OF PREMISES:** Tenant/Library acknowledges to Landlord/City that Tenant/Library has had adequate opportunity prior to the execution of this Lease to inspect the Premises and all equipment, furnishings and fixtures, if applicable, contained in them. Tenant/Library hereby acknowledges its acceptance of the Premises, and all such equipment, furnishings and fixtures, in their current "AS-IS" condition, without any representation or warranty of any kind being made by Landlord/City to Tenant/Library as to their condition. Tenant/Library's execution of this Lease shall constitute conclusive evidence that Tenant/Library has inspected the Premises, and all such equipment, furnishings and fixtures, is satisfied with their condition, and accepts them "AS-IS".

8. **REPAIRS, CARE AND CLEANING:** Tenant/Library shall take good care of the Premises. However, Landlord/City shall make any and all necessary repairs to the Premises, the necessity of which shall be determined solely at the discretion of the Landlord/City. Landlord/City shall further maintain the exterior of the Premises, including but not limited to general repairs and maintenance of the sidewalks, driveways, parking lots, yards, entrances, hallways and stairs, and shall keep and maintain walks, driveways and parking lots in a clean condition, free from debris, trash, refuse, snow and ice. Landlord/City shall further provide and pay for

all interior cleaning services, (vacuuming, dusting, waxing, polishing, etc.) as may be required due to the normal use of patrons.

9. **ADDITIONAL REPAIR OBLIGATIONS:** In the event of any destruction or damage of any kind whatsoever to the Premises, which is caused in whole or in part by the carelessness, negligence or improper conduct on the part of Tenant/Library or Tenant/Library's agents, employees, guests, licensees, invitees, contractors, subcontractors, assignees or successors or as a result of other causes, then Landlord/City shall repair all such damage and replace or restore any damaged or destroyed portions of the Premises, as speedily as possible. Landlord/City at its sole option may charge Tenant/Library for any cost and expense relating to damage caused by Tenant/Library.

10. **LIBRARY MATERIALS:** Tenant/Library shall obtain and pay for all library related materials. "Library materials" means publications and services incidental thereto, including, but not limited to , books, periodicals, newspapers, CD's, educational games, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts globes, realia, sound recordings, audio books, slides, films, filmstrips, video, magnetic tapes, e-books, e-serials, databases, electronic files, software, other printed and public matter, and audiovisual and other materials of a similar nature and necessary binding or rebinding of library materials, and specialized computer software used as a supplement or in lieu of books or reference material; all as set forth in N.J.A.C. 15:21-12.3. Also, Tenant/Library shall pay for all furniture, shelving and all other related or necessary supplies and equipment.

11. **LIBRARY FUNDING:** The Landlord/City shall annually pay to the Tenant/Library Board for the operation of the Library, all monies required by N.J.S.A. 40:54-8 and 8.1. These monies shall be paid to the Library Board in at least four (4) equal quarterly payments, by the fifteenth day of the second month of each quarter, or as otherwise required by law, whichever is sooner.

- a. Pursuant to N.J.S.A. 40:54-8 and 8.1, the Landlord/City may pay to the Library Board such additional sums as the Landlord/City may deem necessary and proper for the operation of the Library.
- b. The Library Board may solicit and receive additional monies or other property at any time through donations, governmental or private grants, and gifts from other person or organizations. The receipt of such funds or property shall not diminish or change the City's obligation to provide the funds required and set forth in (a) above.
- c. The Library Board shall, by April 15th of each year, file with the Landlord/City its annual report in the form prescribed by the New Jersey State Library and by law. The report shall set forth in detail all public revenues received by the Library Board, all State Aid received by the Library Board, all expenditures made by the Library Board, and the balances of funds available. The report shall also include an analysis of the state and condition of the Library. The Library annual report shall identify from the most recent available annual audit the operating expenditures of the Library plus an additional 20% which shall be maintained as surplus. In addition, the Library shall retain funds restricted for capital projects and grants and all donations and any devise or bequest received. The excess funds over these amounts shall be the subject of a Resolution to be adopted by the Library Board of its intent to transfer those excess unrestricted funds to the City subject to approval of the State Librarian in accordance with procedures and forms promulgated by the State Librarian in consultation with the Director of the Division of Local Government Services of the Department of Community Affairs. Upon approval of the Resolution by the State Librarian, the Library Board shall pay the approved excess funds promptly to the City as miscellaneous revenue pursuant to N.J.S.A. 40:54-15.

12. **LIBRARY REIMBURSEMENT TO THE CITY:** Tenant/Library shall reimburse the Landlord/City each year during the term of the Lease for the following:

- a. The Library share of the Liability Coverage, Property Damage Coverage and Directors and Officers Coverage provided in paragraph 17.
- b. The Library share of Worker's Compensation Coverage provided in paragraph 18.
- c. The cost for cleaning services provided.
- d. The cost for maintaining the grounds including removal of debris, trash, refuse, leaves, ice and snow and maintaining the parking area including the outside lighting.
- e. The cost for maintenance of the elevator.

It is agreed the total fair reimbursement for the above shall be \$24,000.00 payable by the Library in quarterly installments on March 1, June 1, September 1 and December 1.

13. **ALTERATIONS AND IMPROVEMENTS:** No alterations, additions, improvements, inclusive of painting and wall papering, shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus or fixtures, shall be installed in or attached to the Premises, without the advance written consent of Landlord/City having been obtained. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said Premises, shall be made by the Landlord/City or at its direction and under its control and shall belong to and become the property of Landlord/City and shall be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this lease, without damage, hindrance, molestation or injury. In addition, the City/Landlord shall have exclusive control with regard to alterations, landscaping and modifications to the exterior of the premises and surrounding property, which may be utilized for the benefit of the general public, including but not limited to recreational uses.

14. **SIGNS:** With the exception of any temporary signs related to Library functions, events or fundraisers or any other event that is scheduled to take place at the Library, Tenant/Library shall not place or allow the placement of any signs of any kind whatsoever upon, in or about the Premises, except of a design and structure and in or at such places as may be authorized and consented to by Landlord/City in writing in advance. In case Landlord/City or Landlord/City's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, they may be so removed, but shall be replaced at Landlord/City's expense when the said repairs, alterations or improvements shall have been completed. Any permanent signs authorized and consented to by Landlord/City shall be paid for by Landlord/City and at all times conform with all municipal ordinances or other laws and regulations applicable to the Premises, unless otherwise agreed to by Landlord/City.

15. **UTILITIES:** Unless otherwise specified by further provisions in this Lease, Tenant/Library shall pay when due all the charges for water and other utilities used by Tenant/Library, which are or may be assessed or imposed upon the Premises for the use and benefit of Tenant/Library, or which are or may be charged to Landlord/City by the suppliers of such utilities during the Lease term. However, Tenant/Library shall not be responsible for the payment of any municipal sewer fees.

16. **PAYROLL:** Tenant/Library shall be solely responsible for the payroll of its employees and all issues and aspects related thereto, inclusive of accounting.

17. **COMPLIANCE WITH LAWS:** Tenant/Library shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and Agencies, including all their departments, bureaus and subdivisions, which are applicable to and affect the Premises, their use and occupancy. This compliance obligation shall include, but not be limited to, the correction, prevention and abatement of nuisances, violations and other grievances in, upon or connected with the Premises, during the Lease term. Tenant/Library, at Tenant/Library's own cost and expense, shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury.

18. **INSURANCE:**

A. Liability Insurance. The Landlord/City shall annually obtain and pay for a policy of general liability insurance issued by the Atlantic County Municipal Joint Insurance Fund (ACMJIF) or a reputable licensed New Jersey insurance carrier, which shall:

- a. Have a policy limit of no less than \$1,000,000.00 and a deductible of no more than \$1,000.00 per occurrence; and
- b. Include "Directors and Officers" (D & O) coverage for the Board, in an amount of no less than \$1,000,000.00 and a deductible of no more than \$1,000.00 per occurrence; and
- c. Name the City and the Board as insureds, as their interests shall appear.

B. Property Insurance. The Landlord/City shall annually obtain and pay for a policy of property insurance on the Library building and its contents, issued by the ACMJIF or a reputable licensed New Jersey insurance carrier, which shall:

- a. Have a policy limit on the Library contents of no less than \$600,000.00;
- b. Provide "replacement cost" coverage for the Library's contents; and
- c. Have a deductible of no more than \$1,000.00 per occurrence on the Library contents;
- d. Have a policy limit on the Library building in such amount as is required by the ACMJIF or an independent licensed insurance appraiser agreed upon by the City and the Library Board;
- e. Name the City and the Library Board as insureds, as their interests shall appear.

19. **ADDITIONAL INSURANCE:** Landlord/City shall also obtain, provide and pay for a policy of Worker's Compensation Insurance, as required by the State of New Jersey and issued by the ACMJIF or a

reputable licensed New Jersey insurance carrier, covering all persons employed by the Tenant/Library in the operation of the Library.

20. **NO ASSIGNMENT OR SUBLETTING:** Tenant/Library shall not, without the advance written consent of Landlord/City having been obtained, assign, mortgage, hypothecate or sublet this Lease or all or any part of the Premises.

21. **RESTRICTION ON USE:** Tenant/Library shall not occupy or use any part of the Premises, and shall not permit or suffer the Premises to be occupied or used, for any purpose other than as specifically set forth above; in addition, Tenant/Library shall not occupy, use, or permit or suffer the occupancy or use of, any portion of the Premises for any purpose deemed unlawful, disreputable, or extra hazardous, whether on account of fire, other casualty, or otherwise.

22. **MORTGAGE PRIORITY:** This Lease shall not constitute a lien against the Premises concerning any mortgages that may exist or be placed upon the Premises. The recording of any such mortgage or mortgages shall have preference and precedence, and shall be superior and prior in lien to this Lease, irrespective of the date of recording. Tenant/Library agrees to execute any instruments, without cost and which may be deemed necessary or desirable by Landlord/City, to confirm the subordination of this Lease to any such mortgage or mortgages. Any refusal by Tenant/Library to execute such instruments shall constitute an event of default under this Lease and shall entitle Landlord/City to cancel this Lease; upon such cancellation, the term of this Lease shall end.

23. **FIRE OR OTHER CASUALTY:** If the property is damaged by fire or other casualty, the Tenant/Library will promptly notify the Landlord/City. The Landlord/City will be given a reasonable time in which to make repairs.

24. **REIMBURSEMENT OF LANDLORD/CITY:** If Tenant/Library shall fail or refuse to comply with, or shall fail or refuse to perform, any of the conditions and covenants in this Lease, Landlord/City may, at its option, undertake and perform those conditions and covenants, but at Tenant/Library's sole cost and expense; this cost and expense shall be payable by Tenant/Library to Landlord/City on demand, or at the option of Landlord/City, shall be added as additional rent to the installment of rent next due, but in no case later than thirty (30) days after demand, whichever occurs first. This remedy shall be in addition to such other remedies as Landlord/City may have in this Lease by reason of Tenant/Library's breach of any of the covenants and conditions in this Lease.

25. **INSPECTION AND REPAIR:** Landlord/City and Landlord/City's agents, employees or other representatives shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours for the purpose of examining the Premises or making such repairs or alterations in or about the Premises as may be necessary for the safety and preservation of the Premises, and any equipment, furnishings or fixtures in the Premises. This clause shall not be deemed to be a covenant by Landlord/City or construed to create any obligation on the part of Landlord/City to make such inspections or repairs.

26. **RIGHT TO EXHIBIT:** Landlord/City and Landlord/City's agents, employees or other representatives shall have the right to exhibit and show the Premises to any person in connection with the potential rental or purchase of same. Tenant/Library agrees that at any time on and after days before the expiration of the Lease term, Landlord/City or the Landlord/City's agents, employees or other representatives shall have the right to place notices on the front or any part of Premises, for purposes of offering them for rent or sale. Tenant/Library agrees to permit those notices to remain without damage, hindrance or molestation, so long as they do not unreasonably interfere with the continued conduct of Tenant/Library's business.

27. **REMOVAL OF TENANT/LIBRARY'S PROPERTY:** Any equipment, furnishings, fixtures, goods or other property of Tenant/Library, which is not removed by Tenant/Library upon the expiration or sooner termination of this Lease, or upon any vacation or abandonment of the Premises by Tenant/Library, or upon Tenant/Library's eviction from the Premises, shall be considered to be the property of Landlord/City.

28. **NON LIABILITY OF LANDLORD/CITY:** Unless due to Landlord/City's negligence or wrongful conduct, Landlord/City shall not be liable to Tenant/Library for any damage or injury which may be sustained by Tenant/Library or by any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, gas, power, conveyor, refrigeration, sprinkler, mechanical, plumbing, air conditioning or heating systems, elevators or hoisting equipment, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of Tenant/Library, or Tenant/Library's agents, employees, guests, licensees, invitees, contractors, subcontractors, assignees or successors, or in any way attributable to any interference with, interruption of or failure of any service to be furnished or supplied by Landlord/City under this Lease.

29. **NON WAIVER BY LANDLORD/CITY:** The various rights, remedies, options and elections of the Landlord/City, expressed herein, are cumulative; the failure of the Landlord/City to enforce strict performance by the Tenant/Library of the conditions and covenants of this Lease or to exercise any election or option, or to resort or to have recourse to any remedy herein conferred shall not be construed or deemed as a waiver or a relinquishment in the future by Landlord/City of any such conditions, covenants, rights, remedies, options and elections, all of which shall remain and continue in full force and effect.

30. **NON PERFORMANCE BY LANDLORD/CITY:** This Lease shall not be curtailed, impaired or excused in any manner because of the Landlord/City's inability to supply any service or material called for herein or because of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision, or because of any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss, or because of strikes or other labor trouble, or for any cause beyond the control of the Landlord/City. In such event, the Tenant/Library may supply such services or materials in order to continue operating.

31. **TITLE AND QUIET ENJOYMENT:** Landlord/City covenants that Landlord/City is the owner of the Premises and/or has the right and authority to enter into, execute and deliver this Lease. Landlord/City further covenants that, so long as Tenant/Library shall perform all conditions and covenants required to be performed by Tenant/Library, then Tenant/Library shall have quiet possession and enjoyment of the Premises for the term of the Lease.

32. **TENANT/LIBRARY AUTHORITY:** Tenant/Library covenants that Tenant/Library has the right and authority to enter into, execute and deliver this Lease to Landlord/City. Upon request, Tenant/Library shall provide to Landlord/City such certificates or resolutions reasonably requested by Landlord/City to confirm this authority.

33. **SUBROGATION WAIVER:** Tenant/Library and Landlord/City waives any and all rights of recovery against each other or against their agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which they are insured or required to be insured under this Lease. The Parties shall obtain from their insurance carriers and shall deliver waivers of their subrogation rights under the respective policies of insurance. Failure to demand specifically or to receive the waivers of subrogation rights may not form the basis of any defense or claim to be asserted against Landlord/City.

34. **ATTORNMEN T:** In the event that the Premises shall at any time be sold or conveyed by Landlord/City to any other party, then Tenant/Library agrees to recognize and attorn to that party as substitute Landlord/City for and during the remainder of the term of this Lease. Nothing herein shall be deemed to excuse Tenant/Library from its payment and performance obligations under this Lease in the event of such sale or conveyance. From and after the date of such sale or conveyance, and upon notice having been provided by Landlord/City to Tenant/Library, then Landlord/City shall be and become relieved of any and all obligations in any way created under this Lease.

35. **GOOD FAITH:** The parties mutually agree to exercise good faith in the performance of all of the terms and conditions of this Agreement in order to comply with the full intent thereof.

36. **MISCELLANEOUS:**

A. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

B. This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal or personal representatives, heirs, successors and/or assigns.

C. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease; all such other provisions shall remain in full force and effect.

D. This Lease contains the entire agreements and understandings made by and between Landlord/City and Tenant/Library; there shall be no further agreements or understandings made by and between Landlord/City and Tenant/Library, unless they are in writing, signed by both Landlord/City and Tenant/Library.

E. This Lease shall not be recorded in the Office of the Atlantic County Clerk or in any other depository of public record. If Tenant/Library causes or permits this Lease to be so recorded, then this shall constitute an event of default and shall entitle Landlord/City to any and all remedies provided in this Lease, whether at law or in equity.

F. All notices under this Lease shall be in writing and shall be hand delivered, transmitted by email, which shall be acknowledged as received, or sent by certified mail, return receipt requested, to the parties at their respective addresses set forth at the beginning of this Lease, unless otherwise notified in advance in writing. The parties agree to cooperate and act in good faith for purposes of receiving any and all such notices.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and the proper corporate officers and their proper corporate seals to be affixed hereto, the day and year first above written.

CITY OF LINWOOD

LEIGH ANN NAPOLI, MUNICIPAL CLERK

DARREN MATIK, MAYOR
Landlord/City (Seal)

LINWOOD LIBRARY BOARD

MARY LOU BREIDENSTINE, SECRETARY

MARY TODD, PRESIDENT
Tenant/Library (Seal)

STATE OF NEW JERSEY, COUNTY OF ATLANTIC SS:

I CERTIFY that on _____, 2020, DARREN MATIK, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the Mayor of the City of Linwood named in this document;
- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Mayor of the City of Linwood;
- c) this document was signed and delivered by the Municipal Corporation as its voluntary act duly authorized by a proper Ordinance No. 4, 2020 of the City of Linwood;
- d) this person knows the proper seal of the Municipal Corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Leigh Ann Napoli, Municipal Clerk

Signed and sworn to before me
on _____, 2020.

Notary Public

STATE OF NEW JERSEY, COUNTY OF ATLANTIC SS:

I CERTIFY that on _____, 2020, MARY TODD personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the President of the corporation named in this document;

- b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;
- c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- d) this person knows the proper seal of the corporation which was affixed to this document; and
- e) this person signed this proof to attest to the truth of these facts.

Mary Lou Breidenstine, Secretary

Signed and sworn to before me
on _____, 2020.

Notary Public

Prepared by:

Joseph L. Youngblood, Jr., Esquire

RESOLUTION NO. 91, 2020

A RESOLUTION AUTHORIZING THE HIRING OF SHANTAL SWABY AS AN ADMINISTRATIVE ASSISTANT IN THE MUNICIPAL COURT OFFICE FOR THE CITY OF LINWOOD

WHEREAS, there exists a vacancy in the position of Administrative Assistant in the Municipal Court Office for the City of Linwood; and

WHEREAS, applications were received and based upon an interview a recommendation has been made to hire Shantal Swaby to fill the position;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, Atlantic County, New Jersey that Shantal Swaby be and is hereby hired to fill the position of Administrative Assistant in the Municipal Court Office for the City of Linwood effective April 6, 2020 at an hourly rate of \$16.50 as provided for in the Linwood Salary Ordinance and all amendments thereto.

BE IT FURTHER RESOLVED, said appointment includes a Probationary Period of 90 days from the date of hire per Linwood's Policy and Procedures Employee Manual 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 25th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 92, 2020

A RESOLUTION CHANGING THE CAUCUS AND COUNCIL MEETING DATE OF APRIL 8, 2020 TO APRIL 7, 2020

WHEREAS, the Open Public Meetings Act (Ch. 231, P.L. 1975) provides for advance notice to the public for meetings of the Common Council; and

WHEREAS, by Resolution No. 1 of 2020 dates for Caucus and Council Meetings were scheduled; and

WHEREAS, the Common Council of the City of Linwood is desirous of changing the meeting date of April 8, 2020 to April 7, 2020;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that the Caucus and Council Meeting date of April 8, 2020 has been rescheduled to be held on April 7, 2020 with the Caucus Meeting commencing at 6:00 P.M. and the Council Meeting commencing immediately following at Linwood City Hall, 400 Poplar Avenue, Linwood, New Jersey;

BE IT FURTHER RESOLVED, that the meeting scheduled for April 8, 2020 be and is hereby cancelled.

BE IT FURTHER RESOLVED, that a copy of this Resolution be duly posted in Linwood City Hall in accordance with the Open Public Meetings Act of 1975 and that said Resolution be forthwith mailed to the Mainland Journal and The Press by the Municipal Clerk.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 93, 2020

A RESOLUTION CONFIRMING THE PROMOTION OF JOHN HAMILTON TO THE POSITION
OF CHIEF IN THE LINWOOD POLICE DEPARTMENT

WHEREAS, pursuant to N.J.S.A. 40A:61-4(f), the Mayor of the City of Linwood has promoted John Hamilton to the position of Chief effective April 1, 2020; and

WHEREAS, the Common Council of the City of Linwood wishes to confirm said promotion;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that the promotion of John Hamilton to the position of Chief of the Linwood Police Department effective April 1, 2020 be and is hereby confirmed;

BE IT FURTHER RESOLVED, that the salary for the position shall be as set forth in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 94, 2020

A RESOLUTION CONFIRMING THE PROMOTION OF JASON WEBER TO THE POSITION
OF CAPTAIN IN THE LINWOOD POLICE DEPARTMENT

WHEREAS, pursuant to N.J.S.A. 40A:61-4(f), the Mayor of the City of Linwood has promoted Jason Weber to the position of Captain in the Linwood Police Department effective April 1, 2020; and

WHEREAS, the Common Council of the City of Linwood wishes to confirm said promotion;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that the promotion of Jason Weber to the position of Captain in the Linwood Police Department effective April 1, 2020 be and is hereby confirmed;

BE IT FURTHER RESOLVED, that the salary for the position shall be as set forth in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 96, 2020

A RESOLUTION EXTENDING THE MARCH 31 DEADLINE FOR PARKING PERMITS FEES FOR SEAVIEW AND HAMILTON AVENUES IN THE CITY OF LINWOOD

WHEREAS, City Code Chapter 263, Vehicles and Traffic, Article IV Permit Parking, Section 263-21 Permit Fees, Subsection A provides for the time period of parking permit fees from January 1 through March 31; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, the State of New Jersey, County of Atlantic, and City of Linwood have all declared a State of Emergency for the health, safety, and welfare of the residents; and

WHEREAS, effective March 20, 2020, Linwood City Hall was closed to the public; and

WHEREAS, City Council desires to extend the March 31, 2020 deadline as noted in Subsection A of Chapter 263-21 through May 31, 2020;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that the March 31 deadline for parking permit fees included in Subsection A of Chapter 263-21 is hereby extended from March 31, 2020 through May 31, 2020.

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 25th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 97, 2020

A RESOLUTION APPROVING FLOOD INSURANCE PROMOTION ACTIVITY WITH THE ATLANTIC-CAPE MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION

WHEREAS, as an active participant in FEMA's Community Rating System (CRS) program, the City of Linwood has determined that it is necessary to participate in the New Jersey Coastal Coalition's Atlantic-Cape Multi-Jurisdictional Public Information (MJPPI), consisting of municipal officials and community stakeholders, to assist in evaluating existing public information disseminated by the City, other Municipalities and regional stakeholders regarding floodplain management, and to develop new public information needs; and

WHEREAS, the MJPPI will coordinate all of the flood-related public information in the community and the surrounding areas, both public and private; and

WHEREAS, the MJPPI is being expanded to include the Flood Insurance Promotion CRS activity; and

WHEREAS, the City of Linwood will distribute a letter from the governing body to the residents in the Special Flood Hazard Zone and participate in a community outreach meeting to help promote flood insurance; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Linwood, in the County of Atlantic and State of New Jersey, as follows:

1. The allegations of the preamble are incorporated herein by this reference.
2. The City of Linwood hereby formally supports participation in the Flood Insurance Promotion CRS activity as proposed by the updated MJPPI.
3. All City officials, officers and employees are empowered to take such action as may be necessary or advisable in order to carry out the intent and purpose of this Resolution.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of March, 2020.

RESOLUTION NO. 97, 2020
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 98, 2020

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO TRIAD ASSOCIATES FOR ACCESSORY APARTMENT IMPLEMENTATION SERVICES FOR THE CITY OF LINWOOD

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional for accessory apartment implementation services to comply with an Order of Fairness and Compliance; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Triad Associates, 1301 W. Forest Grove Road, Vineland, NJ 08360, is hereby hired for an amount as set forth in the proposal submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with Triad Associates with regard to the aforesaid. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 3-23-2020
Re: Availability of Funds-COAH Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$12,000.00 will be available under the planning board operating budget. Funds will be encumbered to Triad Advisory Services, Inc., 1301 W Forest Grove Road Vineland, NJ 08360-1501.

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (“Agreement”) made March 18, 2020 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 (“Consultant”) and **CITY OF LINWOOD**, 400 Poplar Avenue, Linwood, New Jersey 08221 (“Principal”).

The Principal desires to engage the professional services of Consultant as described in “Exhibit A – Project Description and Scope of Services” (the “Services”), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.
6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).

7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 45 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
18. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.

19. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	CITY OF LINWOOD 400 Poplar Avenue Linwood, New Jersey 08221
Attention: Carolyn P Zumpino President	Attention: Leigh Ann Napoli Municipal Clerk

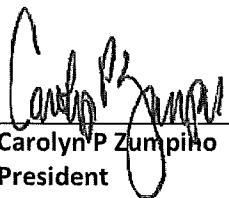
or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

The Consultant and Principal executed this Agreement as of the date first above written.

For TRIAD ASSOCIATES



Witness/Attest



Carolyn P Zumpino
President

Date: March 18, 2020

For CITY OF LINWOOD

Witness/Attest

By:

Date:

BILLING CONTACT INFORMATION:

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

Please Print

Name/Title: _____
Billing Address: _____
Email Address: _____
Phone No. _____
Fax No. _____

CERTIFICATION OF FUNDS

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

EXHIBIT A PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated March 18, 2020 between **TRIAD ASSOCIATES** (“Consultant”) and the **CITY OF LINWOOD**, (“Principal”).

For the following project, Principal agrees to retain Consultant to provide these services:

SCOPE OF SERVICES: Accessory Apartment Program and Implementation Services

ACCESSORY APARTMENT PROGRAM IMPLEMENTATION SERVICES – Six (6) units

1. **Accessory Apartment Services:** The Consultant, upon the request of the Principal and in accordance with DCA/Court requirements, shall implement the Municipality’s Accessory Apartment Program. The program shall be implemented in accordance with the Municipality’s Housing Element and Fair Share Plan and in accordance with N.J.A.C. 5:93, including but not limited to:
 - a. Preparation of an Accessory Apartment Policies and Procedures Manual
 - b. Development of a Marketing Program and Landlord Pamphlet to solicit applications and interest from potential landlords
 - c. Establish program guidelines for the provision of subsidies to Property Owners for the physical creation of accessory apartments conforming to the requirements of the Municipality’s Accessory Apartment Ordinance.
 - d. Monitor the distribution of the program subsidy, the oversight of securing the certificates of occupancy, qualifying properties, handling application forms, overseeing the filing deed restrictions, and filing monitoring reports to the Municipality and DCA/Courts.

2. **Administrative Agent Services:** The Consultant, upon the request of the Principal and subject to DCA/Court’s approval, shall assist the Principal to perform the duties and responsibilities of an Administrative Agent for the municipality’s Accessory Apartment Program, as governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.14 of the regulations promulgated there under (the Rules), which include:
 - a. Affirmative Marketing
 - i. Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with the Affirmative Marketing Plan of the Principal and the provisions of N.J.A.C. 5:80-26.15;
 - ii. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by DCA/Courts; and
 - iii. Providing counseling or contracting to provide counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
 - b. Household Certification
 - i. Soliciting, scheduling, conducting and following up on interviews with interested households;
 - ii. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - iii. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

- iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1;
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan of the Principal when referring households for certification to affordable units.
- c. Affordability Controls
- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
 - ii. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
 - iii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
 - iv. Communicating with lenders regarding foreclosures; and
 - v. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- d. Resale and Rental
- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
 - ii. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or rental.
- e. Processing Requests from Unit Owners
- i. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
 - ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
 - iii. Notifying the Municipality of an owner's intent to sell a restricted unit; and
 - iv. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.
- f. Enforcement
- i. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 - ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

- iii. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
 - iv. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
 - v. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
 - vi. Establishing a rent-to-equity program;
 - vii. Creating and publishing a written operating manual, as approved by DCA, setting forth procedures for administering such affordability controls; and
 - viii. Providing annual reports to DCA as required.
- g. The Consultant shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
3. **Principal's Responsibilities.** The Principal shall:
- a. Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
 - b. Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
 - c. Monitor the status of all restricted units in the Municipality's Fair Share Plan;
 - d. Compile, verify, and submit annual reports as required by DCA/Courts;
 - e. Coordinate meetings with affordable housing providers and Consultant, as applicable;
 - f. Develop an Affirmative Marketing Plan and distribute to the Consultant;
 - g. Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Consultant of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
 - h. Provide all reasonable and necessary assistance to the Consultant in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.
4. **Agency Enforcement and Delegation:** Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.
5. **Assignment of Affordable Housing Units:** This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the individual municipalities that fall under the jurisdiction of the Act: Units to be specified upon receipt of Substantive Certification for the Municipality's Third Round Plan.
6. **Public Records:** Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the individual municipalities as defined by N.J.S.A. 47:3-16, and are legal property of the individual municipalities. The Consultant named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated March 18, 2020 between **TRIAD ASSOCIATES** (“Consultant”) and the **CITY OF LINWOOD** (“Principal”).

Principal agrees to pay the Consultant as follows:

COMPENSATION: Consultant will be paid as follows for the provision of all Administrative Agent Services identified in Exhibit A for the implementation of six (6) accessory apartment:

I. ACCESSORY APARTMENT PROGRAM

A. Accessory Apartment Program for Six (6) Rental Units: Landlord Outreach

<u>Service</u>	<u>Fee</u>	<u>Paid By</u>
a. Program Consultant will be paid a fee for the following services: <ul style="list-style-type: none"> • Development of a Marketing Program and Landlord Pamphlet to solicit applications and interest from potential landlords • Establish program guidelines for the provision of subsidies to Property Owners for the physical creation of accessory apartments conforming to the requirements of the Municipality’s Accessory Apartment Ordinance. • Monitor the distribution of the program subsidy, the oversight of securing the certificates of occupancy, qualifying properties, handling application forms, overseeing the filing deed restrictions, and filing monitoring reports to the Municipality and DCA/Courts 	\$115.00 per hour not to exceed \$4,000.00	City of Linwood

B. Administrative Agent Services for Six (6) Rental Units:

<u>Service</u>	<u>Fee</u>	<u>Paid By</u>
a. Program Consultant will be paid a fee for the following services: Maintain an applicant pool and waiting list for the Re-rental of Units.	\$100.00 per month(not to exceed \$1,200 per year)	City of Linwood
b. Consultant will be paid for Affirmative Marketing to Renters, completion of randomization process (lottery) and the establishment of an applicant pool for the six accessory apartment units.	\$1,500.00 Lump sum fee plus 100% reimbursement for all direct costs associated with marketing, as needed, including but not limited to advertising fees, printing and postage. Direct costs not to exceed \$300.	City of Linwood
c. Program Consultant will be paid a fee for the completion of each Eligibility Certification or Denial in accordance with the Scope of Services in Exhibit A for the six accessory apartment units.	\$750.00 per Certification or Denial	Property Owner/ Developer/ Landlord

C. Administrative Agent Services provided to the Municipality

<u>Service</u>	<u>Fee</u>	<u>Paid By</u>
a. Program Consultant will be paid a fee for the provision of General Administrative Agent services, preparation of program manuals, development of new programs, and the provision of services necessary for compliance with Court ordered requirements, accordance with the Scope of Services in Exhibit A	\$115.00 per hour not to exceed \$3,000 per year	City of Linwood

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Accessory Apartment/Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

RESOLUTION No. 99, 2020

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE
NEW JERSEY LIBRARY CONSTRUCTION BOND ACT

WHEREAS, the City of Linwood and the Linwood Library hereby certify that permission has been granted to apply for the project entitled the New Jersey Library Construction Bond Act, in the amount of \$540,000.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood hereby authorizes the submission of a grant application to the Library Construction Bond Act in the amount of \$540,000.00.

BE IT FURTHER RESOLVED, that the filing of this application was authorized at the official meeting of the governing body of the City of Linwood held on March 25, 2020.

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 25th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of March, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____