

**LINWOOD COMMON COUNCIL
CAUCUS AGENDA
September 25, 2019
6:00 P.M.**

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

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

 Professionals: Mr. Youngblood ___ Mr. Polistina _____ Mrs. Napoli _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilwoman Byrnes
 - A. Neighborhood Services
 1. Skate park report
 2. Resolution authorizing a Non-Competitive Contract for Professional Services with Westfield Architects for architectural services for the Leedsville Schoolhouse roof project
5. Councilwoman DeDomenicis
 - A. Public Works
6. Councilman Ford
 - A. Planning & Development
 1. Resolution authorizing the release of surety with regard to Block 6 Lot 24 (The Exchange)
7. Councilman Gordon
 - A. Engineering
 1. 220 Tabor Avenue street opening
8. Councilman Heun
 - A. Public Safety
 1. Ordinance establishing standards and requirements for the sale of used vehicles – final reading
 2. Resolution authorizing the appointment of Nick LaRotonda as the Uniform Fire Safety Inspector
9. Councilman Matik
 - A. Revenue & Finance
 1. Ordinance amending the salary Ordinance of 2019 for the Fire Inspector – final reading
 2. Resolution to amend the Salary Resolution for the Uniform Fire Safety Inspector
10. Council President Paolone
 - A. Administration
 1. Resolution adopting Technology Risk Management Standards in Compliance with JIF's Cyber Risk Management Plan's requirements
11. Mr. Youngblood
 - A. Ordinance for the purchase of Block 82, Lot 7 & 8, Poplar Avenue – final reading

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
September 25, 2019**

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 Gordon

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCES

16 OF 2019 AN ORDINANCE PROVIDING FOR THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF LINWOOD FROM VST CAPITAL, LLC AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING: September 11, 2019

PUBLICATION: September 16, 2019

PASSAGE: September 25, 2019

17 OF 2019 AN ORDINANCE ESTABLISHING STANDARDS AND REQUIREMENTS FOR THE SALE OF USED VEHICLES IN THE CITY OF LINWOOD.

FIRST READING: September 11, 2019

PUBLICATION: September 16, 2019

PASSAGE: September 25, 2019

18 OF 2019 AN ORDINANCE AMENDING ORDINANCE NO. 3 of 2019, AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATIONS AND SALARY RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING: September 11, 2019

PUBLICATION: September 16, 2019

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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.

151-2019 A Resolution adopting Technology Risk Management Standards in compliance with the New Jersey Municipal Excess Liability Joint Insurance Fund's Cyber Risk Management Plan's Tier One requirements

152-2019 A Resolution awarding a Non-competitive Contract for Professional Services to Westfield Architects & Preservation Consultants for Architectural Services for the Leedsville Schoolhouse Preservation Project in the City of Linwood

153-2019 A Resolution authorizing the release of surety with regard to Block 6, Lot 24 (2110 New Road) in the City of Linwood

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 154-2019** A Resolution amending Resolution No. 67 of 2019, a Resolution establishing salaries for non-contractual employees of the City of Linwood for 2019
- 155-2019** A Resolution appointing Nick LaRotonda as the Uniform Fire Safety Inspector for the City of Linwood

APPROVAL OF BILL LIST: \$31,823.40

NEW BUSINESS:

Neighborhood Services Committee Report

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 16, 2019

AN ORDINANCE PROVIDING FOR THE PURCHASE OF REAL PROPERTY WITHIN THE CITY OF LINWOOD FROM VST CAPITAL, LLC 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, pursuant to N.J.S.A. 40A:12-5, have determined to purchase certain real estate for public purposes in the City of Linwood; and

WHEREAS, the City of Linwood has negotiated with the owner of the property which is identified as Lot 7 in Block 82 AND Lot 8 in Block 82 on the Tax Map of the City of Linwood; and

WHEREAS, the City of Linwood and VST Capital, LLC, the owner of the property, have negotiated the terms of the sale and have agreed to the conditions of said sale; and

WHEREAS, the City of Linwood has agreed to purchase the aforescribed property for \$175,000.00;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Linwood that the City of Linwood is hereby authorized to acquire the property described herein according to the terms of an Agreement of Sale to be entered into between the Seller, VST Capital, LLC and the Buyer, City of Linwood, pursuant to the draft Agreement of Sale 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 Agreement of Sale and all other necessary and required documents in order to effect this purchase;

BE IT FURTHER ORDAINED, that this Ordinance and the authorization to purchase the subject property is specifically contingent upon the City of Linwood's ability to secure and obtain funding for the entire purchase price from the Frank H. Stewart Trust;

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: September 11, 2019

PUBLICATION: September 16, 2019

PASSAGE: September 25, 2019

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 September 11, 2019 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 25, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 17, 2019

AN ORDINANCE ESTABLISHING STANDARDS AND REQUIREMENTS FOR THE SALE OF USED VEHICLES IN THE CITY OF LINWOOD.

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

SECTION 1: **Finding and purpose.**

A. There exists in the City a problem of persons selling vehicles on private and public property in a manner inconsistent with the City Code.

B. Vehicles displayed for sale on private or public property are often placed there without express permission from the property owner and without the knowledge of the property owner, making enforcement of trespass laws difficult.

C. The sale of used vehicles from private and public property, except where authorized by the City's zoning regulations, constitutes an impairment of the City's visual environment thereby reducing property values and reducing the quality of life of the City's citizens.

D. This chapter is necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the City and its citizens, in particular the protection of the visual environment, property values, and the property rights of the City and its citizens.

SECTION 2: **Definitions.**

The following terms, phrases, and words used in and for the purpose of this chapter shall be deemed to have the following meanings:

DISPLAY FOR SALE

A. To park or station a vehicle for the primary purpose of:

(1) Demonstrating that it is available for purchase; or

(2) For the purpose of allowing potential purchasers to view or examine the vehicle.

B. A vehicle need not have a physical "for sale" or similar sign or writing on or in it in order to be displayed for sale if the vehicle is listed for sale on any website, web service,

application, social media, or bulletin board or in any circular, magazine, periodical, or similar publication.

PUBLIC PROPERTY

Property owned by the City, the County of Atlantic, or the State of New Jersey.

PRIVATE PROPERTY

Property owned by any individuals or entities other than the City, the County of Atlantic, the State of New Jersey, or the United States of America.

PROPERTY

Any single tax lot or, in the case of common ownership of more than one connected tax lot whether or not immediately adjoining, multiple tax lots. In reference to public property, "property" shall also mean any roadway.

USED VEHICLE

Any vehicle that is owned by individuals or entities other than the manufacturer, wholesaler, or licensed and authorized dealer of the vehicle.

VACANT PROPERTY

Any property that has no structure upon it as the term "structure" is defined in § 277-3 of the City Code.

VEHICLE

Any automobile, motorcycle, truck, recreational vehicle, trailer, tractor, boat, watercraft, or other means of transportation, whether or not motorized, which is of a type required to be registered with the State of New Jersey.

SECTION 3: Presumptions.

A. Used vehicles on nonvacant property.

- (1) A used vehicle shall be presumed to be displayed for sale if:
 - (a) It is parked or stationed on the same nonvacant property for a continuous period longer than 24 hours; and
 - (b) The vehicle has in it or on it a "for sale" or similar sign or writing or is listed for sale on any website, web service, application, social media, or bulletin board or in any circular, magazine, periodical, or similar publication.

(2) This presumption shall be overcome:

- (a) Where the vehicle is owned by a business entity; and
- (b) The entity demonstrates that the vehicle continues to be used on a regular basis, and in the normal course of business, for its customary purpose.

B. A used vehicle shall be presumed to be displayed for sale if:

- (1) It is parked or stationed on a vacant property without its owner or operator being present; and
- (2) The vehicle has in it or on it a "for sale" or similar sign or writing or is listed for sale on any website, web service, application, social media, or bulletin board or in any circular, magazine, periodical, or similar publication.

C. A vehicle shall be presumed to be used unless:

- (1) It is on the property of the manufacturer, wholesaler, or licensed and authorized dealer of the vehicle; and
- (2) The sale of vehicles is the principal use of that property.

SECTION 4: Displaying used vehicles for sale prohibited.

A. It shall be a violation of this section to display for sale a used vehicle on any private property within the City, except in a driveway or designated parking area and except that a licensed auto repair business shall be permitted to sell used vehicles on private property the principal use of which is the sale of vehicles.

B. It shall be a violation of this section to display for sale a used vehicle on any public property within the City.

C. Both the owner of the used vehicle displayed for sale and the individuals or entities displaying the vehicle for sale shall be in violation of this section.

SECTION 5: Notice to property owner; violation for lack of abatement.

A. Upon a determination by any enforcing official that a used vehicle may be displayed for sale on private property, the enforcing official shall notify the property owner of record by certified mail, return receipt requested, at the address of the property and the address provided for the billing of taxes in the office of the City's Tax Collector.

B. It shall be a violation of this section if, after the mailing of the notice under Subsection **A**:

(1) Any enforcing official determines that the used vehicle or vehicles that were the subject of the notice are unlawfully displayed for sale on the property; and

(2) Any such vehicles remain on the property after the seventh day following the mailing of the notice.

SECTION 6: Exceptions.

A. It shall not be a violation of this chapter to display for sale one used vehicle on a single-family residential property where the vehicle is owned by a full-time resident of the property.

B. In the case of a multifamily residential property, it shall not be a violation of this chapter for any dwelling-unit owner or tenant to display for sale one used vehicle where the vehicle is owned by a full-time resident of the dwelling unit. In the event that there are multiple owners or tenants in a single dwelling unit, they may not display for sale more than one used vehicle.

SECTION 7: Enforcement authority.

A. This chapter may be enforced by both the City of Linwood Police Department and the City of Linwood Zoning Officer and/or Code Enforcement Officer and his/her designees.

SECTION 8: Violations and penalties.

A. Any individual or entity convicted of violating Section 4 of this Chapter shall pay a fine in an amount not to exceed \$500 or be imprisoned in the Atlantic County Jail for a period not to exceed ninety days, or both. A new violation shall accrue after each new twenty-four-hour period after the initial violation is found, but in no event shall the term of imprisonment exceed 180 days.

B. Any individual or entity convicted of violating Section 5 of this Chapter shall pay a fine in an amount not to exceed \$500 or be imprisoned in the Atlantic County Jail for a period not to exceed 90 days, or both. A new violation shall accrue after each new seventy-two-hour period after the initial violation is found, but in no event shall the term of imprisonment exceed one hundred eighty days.

C. Nothing in this chapter shall be affected by or prevent the forced removal, by the City or any individual or entity, of a used vehicle

displayed for sale in violation of this chapter to the extent that such forced removal is otherwise authorized by law.

SECTION 9: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 10: Should any sentence, clause, sentence, phrase or provision of this ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 11: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

FIRST READING: September 11, 2019
PUBLICATION: September 16, 2019
PASSAGE: September 25, 2019

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 September 11, 2019 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 25, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 18, 2019

AN ORDINANCE AMENDING ORDINANCE NO. 3 of 2019, AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATIONS AND SALARY RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

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

SECTION 1: Section 1 of Ordinance No. 3 of 2019 is hereby amended to read as follows:

<u>PART TIME PER ANNUM</u>	<u>RANGE</u>
Uniform Fire Safety Inspector	\$1,000.00 to \$7,000.00

SECTION 2: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 3: Should any section, clause, sentence, phrase or provision of this ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 4: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>September 11, 2019</i>
<i>PUBLICATION:</i>	<i>September 16, 2019</i>
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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, September 11, 2019 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 25, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

RESOLUTION No. 151, 2019

A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER ONE REQUIREMENTS

WHEREAS, the City of Linwood is a member of the *Atlantic County Municipal Joint Insurance Fund* which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJ MEL); and

WHEREAS, through its membership in the *Atlantic County Municipal Joint Insurance Fund*, the City of Linwood enjoys cyber liability insurance coverage to protect the City of Linwood from the potential devastating costs associated with a cyber related claim; and

WHEREAS, in an attempt to prevent as many cyber related claims as possible, the NJ MEL developed and released to its members the NJ MEL Cyber Risk Management Plan; and

WHEREAS, the NJ MEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1 & Tier 2 standards that if adopted and followed will reduce many of the risks associated with the use of technology by the City of Linwood; and

WHEREAS, in addition to the reduction of potential claims, implementing the following best practices and standards will enable the City of Linwood to claim a reimbursement of a paid insurance deductible in the event the member files a claim against *City of Linwood's* cyber insurance policy, administered through *Atlantic County Municipal Joint Insurance Fund* and the Municipal Excess Liability Joint Insurance Fund;

NOW THEREFORE BE IT RESOLVED, that the City of Linwood does hereby adopt the following best practices and standards, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tier 1 of the NJ MEL Cyber Risk Management Plan;

- **System and data back-up**
- **Security and system patching**
- **Defensive software**
- **Security Awareness Training**
- **Incident Response Plan**

BE IT FURTHER RESOLVED, that a copy of this resolution along with all required checklists and correspondence be provided to the NJ MEL Underwriter for their consideration and approval

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 September, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of September, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 152, 2019

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO WESTFIELD ARCHITECTS & PRESERVATION CONSULTANTS FOR ARCHITECTURAL SERVICES FOR THE LEEDSVILLE SCHOOLHOUSE PRESERVATION PROJECT IN THE CITY OF LINWOOD

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional for Architectural Services for the Leedsville Schoolhouse Preservation project in the City of Linwood; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Westfield Architects & Preservation Consultants is hereby hired for a sum of \$8,300.00 for architectural services for the Leedsville Schoolhouse Preservation project in the City of Linwood, as per the attached proposal, and all matters relating thereto;

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 Westfield Architects & Preservation Consultants with regard to the aforesaid. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of September, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of September, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 09-20-19
Re: Availability of Funds-Leedsville Schoolhouse Roof Project

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$8,300.00 are available under the Capital Ordinance 06-15D Historical Roof Replacement. Funds will be encumbered to Westfield Architects & Preservation Consultants 425 White Horse Pike Haddon Heights, NJ 08035.

Proposal for
Professional Services

ROOF RESTORATION

LEEDSVILLE SCHOOLHOUSE

16 West Poplar Avenue
Linwood, NJ 08221

presented to:

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

17 April 2019



Westfield Architects
& Preservation Consultants

PROBLEM STATEMENT

The City of Linwood owns and maintains the historic Leedsville Schoolhouse. The wood shingle roof on the schoolhouse is over thirty years old and has reached the end of its functional life. It exhibits split, curled and broken shingles, as well as an organic growth that is breaking down the shingles. An active leak has developed at the west end of the south slope. In addition, the east end of the north cornice has deteriorated from an opening made by squirrels to nest in the box cornice.

The City of Linwood has owned the Leedsville Schoolhouse, which was constructed in 1873, since 1910. The building has seen several public uses over time. It was restored for use as a local history museum in the 1980s. In 2009, a Preservation Plan was prepared to guide the exterior restoration and interior preservation of the schoolhouse. In 2010-2012, the facade was restored to more accurately reflect the building's appearance during its use during its period of significance. The current priority is to replace the wood shingle roof to secure the building envelope while maintaining the historic appearance of the building.

PROJECT OVERVIEW

The Leedsville Schoolhouse was constructed as a one-room school house in 1873. The interior was later divided into two rooms, but by 1907, more space was needed and trends in education had changed to favor multiple grades for each school. The schoolhouse was vacated in 1908, used for storage for two years, and then sold to the city (which was a borough at that time). The city used the schoolhouse as the borough/city hall until 1965. It then served as the public library until the mid 1980s. Over this time, the building underwent only a few, reversible changes. The building was listed on the New Jersey and National Registers of Historic Places in 1984 and was preserved on the exterior and the interior before the Linwood Historical Society opened the local history museum. The building remains in active use by the historical society and local community. The restoration of the roof will contribute to the overall exterior restoration and interior preservation project at the schoolhouse.

METHODOLOGY AND APPROACH

The design and documentation work for the roof restoration will be guided by the historic architect, Margaret Westfield, R.A., assisted by Preservation Specialist Sheila K. Koehler. Westfield Architects will prepare the construction documents and oversee bidding and construction.

Our proposal includes complete compliance with the standards outlined in the New Jersey Historic Preservation Office's publications and 36CFR 61, as well as the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

EXPERIENCE

Westfield Architects & Preservation Consultants has extensive experience providing these services for other historic sites. We have been involved with roof restorations for the following projects, among others:

All Saints Episcopal Church (1884), Lakewood, NJ
Collins-Jones House ©.1785, c.1808), Burlington
Farmers' Hall (1866), Mt. Laurel
James and Ann Whitall House (1748), National Park, NJ
Kay-Evans House at Croft Farms ©.1748), Cherry Hill
Old Broad Street Presbyterian Church (1795), Bridgeton
Peter Mott House (1845), Lawnside, NJ
Thomas Hollinshead House (1776), Evesham
Thomas and Mary Evens House (1785), Evesham

SCOPE OF WORK

The proposed project is titled **Leedsville Schoolhouse: Roof Restoration**. Accordingly, the Scope of Work in this proposal focuses on providing a new wood shingle roof. The scope of work is limited to the following:

Remove the existing wood shingle roof down to the lath. Repair the lath as needed and install a new wood shingle roof with zinc-coated copper flashing.

Repair and repaint the cornice on the north elevation.

PROPOSED PROFESSIONAL SERVICES

Architectural Services

Based on the Scope of Work above, we propose to offer the following architectural services:

Construction Documents – We will develop the scope of work, while also researching various products and materials for the specifications. We will then develop the Project Manual with Technical Specifications for review, bidding, and permits. We will prepare Qualification Statement forms for use in the bidding documents to make sure the chosen bidder meets the NJHT contractor qualifications.

New Jersey Register of Historic Places Act Application - We will complete and submit the Application for review under the NJHRA, including the required attachments. We will coordinate with the NJ Historic Preservation Office and answer questions as required.

Bidding and Negotiating - We will attend the on-site pre-bid meeting, answer any questions from bidders, and issue Addenda as required. We would assist you in evaluating the bids.

Construction Document Administration - We will provide document administration during construction as required by the needs of the project and the contractor. This typically includes services such as monthly job meetings and meeting minutes preparation, periodic field observations and reports, site visits to answer questions that arise, processing of requests for payment, review of change orders and shop drawings, final inspection, and project closeout.

PROPOSED WORK SCHEDULE

Based on a notice-to-proceed in September 2019, we would prepare the construction documents and make the NJHPA submission by December 2019. Once authorization is received, bidding will begin in March 2020. Construction will begin in April 2020 and be completed by September 2020.

FEES

Basic Services: Professional Services

Westfield Architects & Preservation Consultants would provide the professional services for the Roof Restoration Project as described above for a lump sum fee of **Eight Thousand Three Hundred Dollars** (\$8,300). This fee includes an allowance for reimbursable expenses as detailed below.

Task Assignment & Expenses Allocations

These hourly estimates explain the level of involvement of team members for the phases of services.

Task Assignments	# Person Hours	Est. Cost	Person
Construction Documents	8 hrs. @ \$170/hr.	\$1,360	Partner/Historic Architect
	12 hrs. @ \$120/hr.	1,440	Preservation Specialist
NJRHPA Application	2 hrs. @ \$170/hr.	340	Partner/Historic Architect
	5 hrs. @ \$120/hr.	600	Preservation Specialist
Bidding & Negotiating	6 hrs. @ \$170/hr.	1,200	Partner/Historic Architect
Construction Administration	20 hrs. @ \$170/hr.	3,400	Partner/Historic Architect
Subtotal - WA&PC Architectural Services		\$8,160	

Estimated Expenses and Consultants

Reimbursable Expenses	including mileage, reproduction, and postage	\$140	
Subtotal		\$140	
Grand Total		\$8,300	

Additional Services

Fees for Additional Services are invoiced at our standard rates based on actual time expended to perform requested or necessary tasks.

Rates

Partner	\$170.00 per hour
Preservation Specialist	\$120.00 per hour
Project Architect	\$80.00 per hour
Designer/Draftsman	\$60.00 per hour
Clerical	\$40.00 per hour

GENERAL TERMS AND CONDITIONS

Upon acceptance, these General Terms & Conditions are an integral part of the Agreement and together with all referenced documents, constitute the Agreement between the Client and Westfield Architects & Preservation Consultants (“Architect”). This Agreement shall be governed by the laws of the State of New Jersey. In case of conflict between these sections and others in the Agreement, the other terms and conditions of the Agreement shall govern.

A. Scope

The Scope of the Project and the Architect’s Services shall consist only of that Scope as is described in the Proposal and includes all and only such work as the Architect deems reasonably necessary to carry out and complete the Basic Scope of the Project.

For those projects involving conceptual or schematic development in the Scope of the Architect’s services, the Architect’s activities are often not fully definable in the initial planning stage. As the Project progresses, the information uncovered may dictate changes which may alter the Scope. The Architect will inform the Client immediately of any such changes which may have an impact on services and fees.

All changes to this Proposal and subsequent Agreement must be approved in writing by both parties prior to the performance of related work.

B. Obligations of Client

The Architect shall be entitled to rely upon the accuracy and completeness of any services, information, surveys and reports furnished by the Client.

C. Architect’s Services

Evaluations of the Client’s Project budget and Statements of Probable Construction Cost, if any, prepared by the Architect represent the Architect’s best judgment as a design professional familiar with the construction industry. Neither the Architect nor the Client has control over the cost of labor, materials, or equipment, over the Contractor’s methods of determining bid prices, or over competitive bidding, market or negotiating conditions. The Architect cannot and does not warrant or represent that prices will not vary from the Project budget proposed, or from any Statement of Probable Construction Cost or other cost estimate, opinion, or evaluation prepared by the Architect.

All documents (drawings, calculations, and specifications) as instruments of services produced by Architect remain the property of the Architect whether or not the project is executed. All original work is copyrighted and all rights are reserved by the Architect. Client may not use work for any other purpose

without written permission of the Architect. This paragraph does not apply to the Preservation Plan, only additional services.

Architect is not responsible for providing in-depth property surveys, soils testing or engineering as might be subsequently requested or required for any phases of services. Land survey services are not included; it is presumed that the owner will provide an accurate and current property survey, if needed.

The Architect shall not be responsible for any Contractor's construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's work. The Architect disclaims any and all warranties, expressed or implied, of merchantability, fitness or otherwise of construction work.

Nothing herein contained shall be construed as constituting a guarantee, warranty, or assurance either expressed or implied, that the Architect's services will yield or accomplish a perfect outcome for the Project; or, obligating the Architect to exercise professional skills and judgment greater than that which can be reasonably expected from other architects under like circumstances.

Competitive Bidding phase services include only one round of bidding to solicit construction proposals from qualified General Contractors. If, for any reason, the project must be re-bid, the architectural services and reimbursable expenses associated with re-bidding shall be considered additional services.

D. Liability

Neither party shall hold the other responsible for events beyond the other's respective direct control. The Architect shall not be liable for increased construction costs resulting from unforeseeable conditions or changes to the work to accommodate unforeseen field conditions. Construction is considered to include all items normally required to be a part of the construction or assembly through industry standards or normal construction practice whether or not specifically shown in Architect's documentation.

Subject to the foregoing provisions, the Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, employees and agents from and against any liabilities, damages, and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this agreement, by the negligent acts, error or omission of the Architect or anyone for whom the Architect is legally responsible.

The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and agents from any liabilities, damages, and costs (including reasonable attorney fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Clients contractors, consultants or anyone for whom the Client is legally responsible.

In the event that either party institutes legal action of any kind (suit, arbitration, etc.) against the other party because of any real or alleged breach of contract, failure to perform, errors, omission, or negligence, and if such legal action is not successfully prosecuted, or if it is dismissed, or if the decision is rendered for one party, the other party agrees to pay the first party any and all costs of defense.

E. Fee Payment

Invoices shall be considered correct as rendered if not questioned in writing within fourteen (14) calendar days of submission of the invoice. No retainage shall be made for the compensation due.

Accounts outstanding more than thirty (30) days after the submission date of the invoice(s) are subject to carrying charges of 1.5 percent per month on the unpaid balance, calculated from submission date of the invoice(s). This is an annual rate of 18 percent. Furthermore, no product or work produced by the Architect shall be turned over to the client if there is an overdue balance on the client's account.

Prompt payment to the Architect is a material consideration of this Proposal and subsequent Agreement(s). Failure to pay any invoice when due shall entitle the Architect to suspend or terminate all work on the Project, at his option. In the event of such suspension or termination, the Client shall make no demand for liquidated damages for delays or actual damages for delays, and no liquidated damages may be assessed against the Architect for delays or causes attributed to other Contractors or arising outside the Scope of this Proposal.

Any Agreement may be terminated by either party upon fourteen (14) days written notice. In the event that an Agreement is terminated, the Architect shall be paid compensation for all services performed to the termination date including Reimbursable Expenses and approved consultants' fees then due.

The Architect has the right to periodically alter the hourly rate structure for services. These new rates would apply **only** to work not already under contract in any Agreement or work performed beyond the time constraints stated elsewhere in the Proposal. Additional Services and subsequent Agreements initiated after the rate adjustment would be subject to those new rates.

All services that are billed on an hourly basis are calculated to include travel time from the Architect's office and the offices of the Architect's Consultants. All services are billed monthly and upon completion of a phase, task or project. Fees are based on hourly rates and actual hours expended performing services. Totals of fees may be estimated based on projected services and events. Lump sum fee totals may be offered where appropriate. If/when it becomes evident that fees will exceed estimates, Architect will inform Client in writing before proceeding.

Reimbursable expenses shall consist of expenditures made by the Architect and its Consultants in the interest of the Project including, but not limited to, the following: fees paid for securing approval of authorities having jurisdiction over the Project; facsimile transmission fees; expenses of photocopying, printing, reproductions, and reproducible drawings, excluding reproductions for the office use of the Architect; postage and handling of drawings, specifications and other documents; expenses for photographic production and equipment rentals; and coordination time with other consultants or contractors retained directly by the Client. Reimbursable expenses shall be billed at current market rates or as modified in the Proposal. Expenses of any additional insurance coverages or limits, requested or required by the Client in excess of that normally carried by the Architect and its consultants, shall be reimbursed by the Client, for a duration as mutually agreed upon.

SPECIAL CONDITIONS

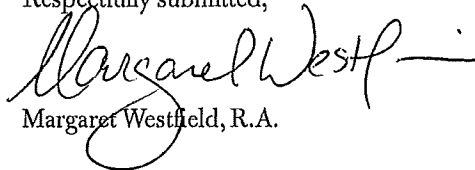
1. This Proposal is valid for a period of eight (8) months from the date it is submitted. If not accepted in that time, it may be withdrawn; and terms, conditions and fee may be subject to negotiation.
2. All changes to this Proposal, any Contract, the Scope of Work or Services will be approved in writing by both parties and may be reason for adjustment to the fee by the Architect.

ACCEPTANCE

If the above is acceptable, we would be pleased to enter into a contract with the City of Linwood to provide these architectural services.

Thank you for giving us the opportunity of presenting this Proposal. We are looking forward to continuing our work with you on this worthwhile project.

Respectfully submitted,



Margaret Westfield, R.A.

enclosures

RESOLUTION No. 153, 2019

A RESOLUTION AUTHORIZING THE RELEASE OF SURETY WITH REGARD TO BLOCK 6
LOT 24 (2110 NEW ROAD) IN THE CITY OF LINWOOD

WHEREAS, the City of Linwood has received a recommendation from the Linwood Planning Board to grant a release of Surety on file with the City with regard to Block 6 Lot 24 in the City of Linwood; and

WHEREAS, the request is based upon a recommendation of the Planning Board Engineer in accordance with correspondence of September 18, 2019, a copy of which is attached hereto; and

WHEREAS, the Planning Board voted to recommend the release of the above referenced surety subject to the following conditions; Certification from the City Engineer that the fence surround the new patio is appropriate height, certification from the City Engineer that a gate on the patio fence is installed as an exit only egress, and that a maintenance bond in the amount of \$6,728.18 be submitted and in place prior to release of surety; and

WHEREAS, the Planning Board has approved the recommendation for release at its regular meeting on September 16, 2019;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Surety Funds on file with the City with regard to Block 6 Lot 24 in the City of Linwood subject to the following conditions; Certification from the City Engineer that the fence surround the new patio is appropriate height, certification from the City Engineer that a gate on the patio fence is installed as an exit only egress, and that a maintenance bond in the amount of \$6,728.18 be submitted and in place prior to release of surety.

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 September, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of September, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

City of Linwood

Planning Board
400 Poplar Avenue
Linwood, New Jersey 08221-1899
Telephone (609) 926-7971

September 18, 2019

Leigh Ann Napoli
City Clerk
City of Linwood
400 Poplar Ave.
Linwood, NJ 08221

Dear Leigh Ann

Ref: Performance Guarantee Release
GLB Management
Bl. 6, lot 24

The Linwood Planning Board voted to recommend release of the above referenced surety subject to the below referenced conditions:

A. Certification from the engineer that the fence surrounding the new patio is appropriate in height.

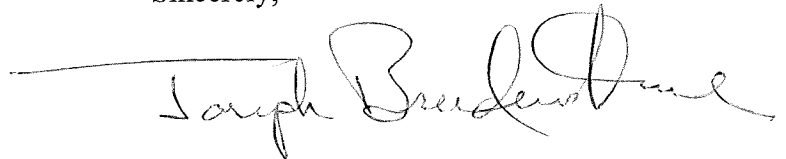
B. Certification from the engineer that a gate on the patio fence is installed as an exit only egress.

C. That a maintenance bond as referenced in the engineer's 9/13/19 letter (attached) be submitted in place prior to release.

The recommendation was approved by the Linwood Planning Board at their September 16, 2019 meeting.

Thank you for your attention

Sincerely,



Joseph Breidenstine
Secretary, Linwood Planning Board

Cc: Vince Polistina
Cc: Willis Flower
Cc: All members of the Planning Board
Cc: Anthony Pacifico – Colonial Community Bank
Enc: Polistina letter 9//13/2019



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

Vincent J. Polistina, PE, PP, CME
Craig R. Hurless, PE, PP, CME

September 13, 2019

Chairman Roger Steedle & Members
Linwood Planning Board
City of Linwood
400 Poplar Avenue
Linwood, NJ 08221

**Re: Performance Guarantee Release
The Exchange
GLB Management, LLC
Block 6, Lot 24
Linwood, Atlantic County
PA No. 7500.52**

Dear Chairman Steedle & Members:

As per the applicant's request, Polistina & Associates has completed an inspection of the above referenced site for the purpose of ensuring that all site improvements have been completed in accordance with the approved plans. The improvements have been completed satisfactorily so we recommend the release of the performance guarantee posted to cover the site improvements.

In accordance with N.J.S.A. 40:55D-53(a)(2), the developer should be required to post a maintenance guarantee in the amount of \$6,728.18 (15% of the site improvements required to be covered under the maintenance guarantee pursuant to the changes in state law) for a period of two (2) years to ensure the continued maintenance of stormwater improvements associated with the site. The maintenance guarantee should be posted prior to the release of the performance guarantee.

The developer is also advised that the regular inspection and maintenance of the stormwater system must be completed as required. A report on the periodic inspection and maintenance of the stormwater system must be provided to the City annually prior to May 1st.

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

Very truly yours,

POLISTINA & ASSOCIATES

A handwritten signature in black ink, appearing to be "V. Polistina", is written over the typed name.

Vincent J. Polistina
City Engineer

RESOLUTION No. 154, 2019

A RESOLUTION AMENDING RESOLUTION NO. 67 OF 2019, A RESOLUTION ESTABLISHING SALARIES FOR NON-CONTRACTUAL EMPLOYEES OF THE CITY OF LINWOOD FOR 2019

WHEREAS, the Common Council of the City of Linwood adopted Resolution No. 67 of 2019 establishing salaries for non-contractual employees of the City of Linwood for calendar year 2019 on March 13, 2019; and

WHEREAS, the Common Council of the City of Linwood is desirous of amending said Resolution to amend the salary of the Deputy Fire Official/Fire Marshall to \$6,500.00 per annum;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the salary of the Deputy Fire Official/Fire Marshall is hereby amended to \$6,500.00 per annum.

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 September, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of September, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 155, 2019

A RESOLUTION APPOINTING NICK LAROTONDA AS THE UNIFORM FIRE SAFETY INSPECTOR FOR THE CITY OF LINWOOD

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

WHEREAS, Thomas P. Flynn, Jr., the Linwood Fire Official, has recommended the appointment of Nick LaRotonda to the said position; and

WHEREAS, the Common Council of the City of Linwood is desirous of appointing Nick LaRotonda to said position;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that Nick LaRotonda be and is hereby appointed to the position of Uniform Fire Safety Inspector for a one year term beginning on October 3, 2019 and expiring on October 3, 2020 at a salary of \$6,500.00 as provided for in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of September, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of September, 2019.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____