

**LINWOOD COMMON COUNCIL  
CAUCUS AGENDA  
January 27, 2016  
6:00 P.M.**

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

1. Roll Call                    Mayor DePamphilis \_\_\_ Mr. Beinfest \_\_\_\_\_ Mrs. DeDomenicis \_\_\_\_\_  
   Mr. Gordon \_\_\_\_\_ Mr. Heun \_\_\_\_\_ Mr. Matik \_\_\_\_\_  
   Mr. Paolone \_\_\_\_\_ Mr. Tighe \_\_\_\_\_

Also Present:            Mr. Youngblood \_\_\_ Mrs. Napoli \_\_\_ Mr. Polistina \_\_\_

2. Approval of Minutes Without Formal Reading
3. Mayor's Report
  - A. Swearing In – Patrolman Levenson
  - B. Proclamation honoring Eagle Scout Dalton Joseph Scheeler
4. Councilman Beinfest
  - A. Neighborhood Services
5. Councilwoman DeDomenicis
  - A. Public Works
  - B. Resolution honoring Alyssa Aldridge
6. Councilman Gordon
  - A. Engineering
    1. Resolution to authorize agreement with ACIA for CDBG funding
7. Councilman Heun
8. Councilman Matik
  - A. Public Safety
    1. Resolution authorizing a refund of a Fire Inspection fee paid in duplicate
    2. Presentation - power generation
9. Councilman Paolone
  - A. Revenue & Finance
10. Council President Tighe
  - A. Administration
    1. 2016 budget
    2. Resolution to authorize sale on GovDeals
  - B. Planning & Development
    1. Ordinance to amend City Code Chapter 205, Property Maintenance, to require registration and maintenance of abandoned and vacant properties – final reading
    2. Resolution authorizing refund of Zoning Board escrow fee with regard to Block 164 Lot 5, 208 Central Avenue, in the City of Linwood
    3. Resolution appointing Blair Albright to the Zoning Board
11. Mr. Youngblood

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
January 27, 2016**

**CALL TO ORDER**

**FLAG SALUTE** Councilwoman Stacy DeDomenicis

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

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**SWEARING IN**

Patrolman Jarred Levenson

**PRESENTATION**

Proclamation – Eagle Scout Dalton Joseph Scheeler

**RESOLUTIONS**

**33-2016** A Resolution honoring Alyssa Aldridge

**PRESENTATION**

Power Generation

**ORDINANCES**

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

*FIRST READING:*

*January 7, 2016*

*PUBLICATION:*

*January 13, 2016*

*PASSAGE:*

*January 27, 2016*

**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.

**30-2016** A Resolution authorizing the refund of a Zoning Board Escrow Fee with regard to Block 164 Lot 5, 208 Central Avenue, in the City of Linwood

**31-2016** A Resolution authorizing the refund of a Fire Inspection Fee paid in duplicate

**RESOLUTIONS WITHIN CONSENT AGENDA (continued)**

- 34-2016** A Resolution authorizing disposal of surplus property
- 35-2016** A Resolution authorizing an Intergovernmental Agreement between the City of Linwood and the Atlantic County Improvement Authority with regard to the 2015 Community Development Block Grant (CDBG) Program
- 36-2016** A Resolution authorizing the appointment of K. Blair Albright to the Linwood Zoning Board of Adjustment

**APPROVAL OF BILL LIST: \$2,402,009.04**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

ORDINANCE NO. 1, 2016

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

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

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

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

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

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

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

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

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

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

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

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

## **CHAPTER 205. ARTICLE II. ABANDONED REAL PROPERTY**

### **SECTION 205-4. PURPOSE AND INTENT**

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

### **SECTION 205-5. DEFINITIONS.**

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

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

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

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

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

*Blighted Property* - means:

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

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

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

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

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

#### **SECTION 205 - 6. APPLICABILITY**

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

#### **SECTION 205 - 7. ESTABLISHMENT OF A REGISTRY**

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

## **SECTION 205 - 8. REGISTRATION OF ABANDONED REAL PROPERTY**

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

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

## **SECTION 205 - 9. MAINTENANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

#### **SECTION 205 - 10. SECURITY REQUIREMENTS**

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

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

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

#### **SECTION 205 - 11. PUBLIC NUISANCE.**

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

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

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

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

**SECTION 205 - 13. INSPECTIONS FOR VIOLATIONS**

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

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

**SECTION 205 - 14. ADDITIONAL AUTHORITY**

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

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

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

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

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

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

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

**SECTION 205 - 16. IMMUNITY OF ENFORCEMENT OFFICER**

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

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

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

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

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

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

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

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

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

(Moved: \_\_\_\_\_ / Seconded: \_\_\_\_\_)

(Yeas: \_\_\_\_\_)

**RESOLUTION No. 30, 2016**

A RESOLUTION AUTHORIZING THE REFUND OF A ZONING BOARD ESCROW FEE WITH REGARD TO BLOCK 164 LOT 5, 208 CENTRAL AVENUE, IN THE CITY OF LINWOOD

**WHEREAS**, a Zoning Board escrow fee for Block 164 Lot 5 in the City of Linwood has been paid to the City of Linwood; and

**WHEREAS**, the application is closed and the fee is hereby authorized for release;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$537.50, plus accrued interest, to Fanuti Valentino, 105 S. Victoria Avenue, Ventnor, NJ 08406 with regard to a Zoning Board escrow fee with regard to Block 164 Lot 5 in the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 27th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2016.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 31, 2016**

A RESOLUTION AUTHORIZING THE REFUND OF A FIRE INSPECTION FEE PAID IN  
DUPLICATE

**WHEREAS**, Rockbrook Homes Inc. paid a Fire Inspection fee in the amount of \$70.00 to the City of Linwood in duplicate; and

**WHEREAS**, Rockbrook Homes Inc. has requested a refund of said fee;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$70.00 to Rockbrook Homes Inc., 207 Barr Avenue, Linwood, NJ 08221 with regard to a Fire Inspection fee paid in duplicate.

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 27th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2016.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 34, 2016**

A RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY

**WHEREAS**, the City of Linwood is the owner of certain surplus property which is no longer needed for public use; and

**WHEREAS**, City Council is desirous of selling said surplus property in an "as is" condition without express or implied warranties;

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Linwood, County of Atlantic, as follows:

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and also available from the City of Linwood.
- (2) The sale will be conducted online and the address of the auction site is govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- (4) A list of the surplus property to be sold is as follows:  
  
Various bicycles, office equipment and office furniture
- (5) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (6) The City reserves the right to accept or reject any bid submitted.

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 27th day of January, 2016.

RESOLUTION NO. 34, 2016  
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 27th day of January, 2016.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: \_\_\_\_\_

**RESOLUTION No. 35, 2016**

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LINWOOD AND THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY WITH REGARD TO THE 2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the City of Linwood has opted to participate in the Atlantic County Community Development Block Grant (CDBG) Program for FY 2015; and

WHEREAS, as a participant, the City of Linwood expects to be allocated \$15,000.00 for Fiscal Year 2015 for the project know as ADA Curb Ramps Wabash Avenue; and

WHEREAS, in order to be allocated CDBG funds, the City of Linwood must enter into an interlocal service agreement with the Atlantic County Improvement Authority, the administrator of the Atlantic County CDBG Entitlement Program;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Agreement by and between the Atlantic County Improvement Authority and the City of Linwood, which is attached hereto, is approved and the Chief Elected Official and the Municipal Clerk are authorized to sign said agreement.

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 27th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2016.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**Atlantic County Improvement Authority**

**AND**

**Linwood City**

**FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**THIS MEMORANDUM OF UNDERSTANDING** entered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the **Atlantic County Improvement Authority** (herein called "ACIA") and Linwood City (herein called the "Sub recipient").

**WHEREAS**, Atlantic County has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

**WHEREAS**, ACIA has been charged with the implementation and administration of these grant funds; and,

**WHEREAS**, ACIA wishes to provide funding to the Sub recipient to undertake a project with such funds;

**NOW, THEREFORE**, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**A. Activities**

The Sub recipient will be responsible for administering a CDBG contract for Fiscal Year(s) 2015 in a manner satisfactory to the ACIA and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program.

**Description of Activities**

The Municipality will undertake a project or projects, hereinafter referred to as the "Project", within the County generally described as **ADA Curb Ramps Wabash Ave.** an eligible activity under 24 CFR Part 570 Subpart C and as specified in EXHIBIT 1: Project application/description.

**B. National Objectives**

The Sub recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight

3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the national objectives of the Community Development Block Grant program by benefiting low and moderate income persons as follows: 570.208(a)(2) Presumed Benefit - Limited Clientele

**II. TIME OF PERFORMANCE**

Services of the Sub recipient shall start on the date first written above and end the 31<sup>st</sup> day of December 2017. The terms of this Agreement and the provision herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other assets including program income.

**III. BUDGET**

As specified in the attached Application the estimated budget for the Project is \$25,355.00. The ACIA will allocate a maximum of \$15,000.00 from Atlantic County Urban County CDBG funds from Program Year(s) 2015 for the Project.

**IV. PAYMENT**

The Municipality shall submit contractors' and other invoices approved by the Municipality to the ACIA as the Project progresses, and the ACIA will issue a lump sum payment to the Municipality upon completion of the project. It is hereby understood by both parties that the total payments by the ACIA from 2015 CDBG funds will not exceed \$15,000.00 and any additional costs for the Project over that amount will be the responsibility of the Municipality. All allowable costs must: (a) be made in conformance with the Project description and all provisions of this Agreement; (b) be necessary in order to accomplish the Project; (c) be reasonable in amount for the goods or services purchased; (d) be in conformance with the standards contained in OMB Circulars A-87 or A-122 and A-110; (e) be satisfactorily documented; and (f) be consistent with this Agreement. The ACIA will pay for construction costs only.

**V. NOTICES**

Communication and details concerning this MOU shall be directed to the following:

Atlantic County Improvement Authority	Linwood City
John C. Lamey, Jr., Executive Director	The Honorable Richard L. DePamphilis, III
1333 Atlantic Avenue, Suite 700	Poplar Avenue and New Road
Atlantic City, NJ 0801	Linwood, NJ 08221
Phone: 609-645-5838	Phone: 609-927-4108

**VI. SPECIAL CONDITIONS**

*N/A*

## VII. GENERAL CONDITION

### A. General Compliance

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The sub recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

### C. Hold Harmless

The sub recipient shall hold harmless, defend and indemnify the grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### D. Worker's Compensation

The Sub recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this contract.

### E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

### F. Grantor Recognition

The Sub recipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

### G. Amendments

This Agreement may not be altered, modified, or rescinded orally, any subsequent amendments agreed to by the Municipality and ACIA, and approved by the Board of Chosen Freeholders and HUD, will be incorporated in, and attached to, this Agreement. Should the "project" as generally described in number one (I) of this agreement be modified or substituted for by such

amendment(s), all other terms and conditions contained herein shall apply to the amended project.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated in, and attached to, this Agreement

#### H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up the contract funds until such time as the Sub recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

### **VIII. ADMINISTRATIVE REQUIREMENTS**

#### A. Financial Management

##### **1. Accounting Standards**

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the account principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Internal Controls**

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

##### **3. Cost Principles**

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## B. Documentation and Record-Keeping

### *1. Records to be maintained*

The Sub recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and OMB Circular A-128
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

### *2. Retention*

The Sub recipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

### *3. Client Data*

The Sub recipient shall maintain client data demonstrating eligibility of the project if the project is based on the National Objective for Limited Clientele Activity. Client eligibility for services provided shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

### *4. Disclosure*

The Sub recipient understands that client information collected under this contract is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### *5. Property Records*

The Sub recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

#### *6. Close outs*

The Sub recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

#### *7. Audit & Inspections*

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, OMB Circular A-128.

### C. Reporting and Payment Procedures

#### *1. Program Income*

The Sub recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

#### *2. Indirect costs*

If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

#### *3. Payment Procedure*

The Grantee will pay to the Sub recipient funds available under this contract based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

#### *4. Progress Report*

The Sub recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

## D. Procurement

### 1. *Compliance*

The Sub recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc) shall revert to the Grantee upon termination of this contract.

### 2. *OMB Standards*

The Sub recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 85 "Uniform Administrative Requirements for Grant and Cooperative Agreements" as modified by 24 CFR 570.502(a) (12), covering procurement.

### 3. *Travel*

The sub recipient shall obtain written approval from the Grantee for any travel outside the State of New Jersey with funds provided under this contract.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. Sub recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
2. Real property under the Sub recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

## **IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

The Sub recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **X. Personnel and Participant Conditions**

### A. Civil Rights

#### *1. Compliance*

The Sub recipient agrees to comply with the State of New Jersey and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

#### *2. Nondiscrimination*

The Sub recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statuses with regard to public assistance. The Sub recipient will take affirmative actions to insure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

#### *3. Land Covenants*

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

#### *4. Section 504*

The Sub recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

#### *5. Fair Housing*

The Sub recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

#### *6. Benefits to Legal Resident Aliens*

The Sub recipient shall comply with 24 CFR Part 49, whereby certain newly legalized aliens, as described in 24 CFR part 49, are not eligible for benefits under activities funded by the CDBG program. This prohibition applies to activities meeting the requirements of Sec. 570.208(a) that either:

- (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
- (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

### B. Affirmative Action

#### *1. Approved Plan*

The Sub recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub recipient to assist in the formulation of such program. The Sub recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### *2. W/MBE*

The Sub recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### *3. Access to Records*

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to

furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### *4. Notifications*

The Sub recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### *5. EEO/AA Statement*

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient; state that it is an Equal Opportunity or Affirmative Action employer.

#### *6. Subcontract Provisions*

The sub recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

### C. Employment Restriction

#### *1. Prohibited Activity*

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

#### *2. Labor Standards*

The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance under this contract and binding upon the Grantee, the Sub recipient and any of the Sub recipients sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub recipients and any of the Sub recipients sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the municipality in which the project is located.

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The Sub recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Sub recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to

employees and applicants for employment of training.

c. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. *Assignability*

The Sub recipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. *Subcontracts*

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. *Hatch Act*

The Sub recipient agrees that no fund provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. *Conflict of Interest*

The sub recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to

conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

#### *5. Lobbying*

The Sub recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- d. **Lobbying Certification**  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

#### *6. Copyright*

If this contract results in any copyright able material or inventions, the Grantee and/or grantor agency reserves the right of royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

#### *7. Religious Organization*

The Sub recipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

## **XI. ENVIRONMENTAL CONDITIONS**

The Sub recipient shall carry out the project in compliance with all Federal laws and regulations, except that the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

### **A. Air and Water**

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- ❖ Clean Air Act, 42 U.S.C., 7401, et seq.
- ❖ Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
- ❖ Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

### **B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### **C. Lead Based Paint**

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead based paint. Such notifications shall point out the hazards of lead based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead based paint is found on the property, abatement measures may be taken.

### **D. Historic Preservation**

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that a fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards insure accessibility to, and use by, physically handicapped people.

F. E.O. 12373 – Interagency Review

The Sub recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this contract as of the date first written above.

ATTEST:

Atlantic County Improvement Authority

\_\_\_\_\_

\_\_\_\_\_  
John C. Lamey, Jr., Executive Director

ATTEST:

Linwood City

\_\_\_\_\_

\_\_\_\_\_

# EXHIBIT 1

## PROJECT APPLICATION/ DESCRIPTION

Section 2  
Part 1 Project Criteria

Project Activity: Wabash Avenue ADA Curb Ramp Improvements

Site Address or Limits of Work by Major Intersections: Wabash Avenue -  
Vernon Avenue South to Oak Avenue / Belhaven School

Lot: Various Block: Various Census Tract 125.01 / 135 Block Group: 2 / 3

Project Construction Costs:	\$	<u>21,355.00</u>	
Engineering Design Costs:	\$	<u>1,500.00</u>	
Engineering Inspection Costs:	\$	<u>2,500.00</u>	
Total Project Cost:	\$	<u>25,355.00</u>	**Attach Cost Estimate

Amount Requesting: \$ 15,000.00

**MATCH/LEVERAGING:**

What other funding sources are applicable to this project?

		Approval Date	Application Date
Municipal	\$ _____	_____	_____
**State/Local Grants	\$ _____	_____	_____
Other (specify)	\$ _____	_____	_____

\*\*Identify Source of Funds; i.e. Green Acres Grant, etc.

NOTE: Provide letters of commitment or Municipal Resolution for all funds stated above

Location: (i.e. Downtown, intersection, lakefront) \* *Please provide photos of the site and surrounding buildings and attach to application as an exhibit.*

Wabash Avenue, see attached map and photos.

Describe the problem and the scope of work needed to address the problem. You may attach additional sheets if necessary.

It is intended that the 2015 CDBG Funding will be utilized to construct ADA curb ramps along Wabash Avenue.

Describe the service area for this activity. (i.e. Street improvement serves the neighborhood/census block group xx; park provides recreation to residents of the entire township. Neighborhood playgrounds/tot lots serve one or more block groups)

Wabash Avenue runs north to south through the city of Linwood and runs parallel to the municipal bike path. Curb ramps and crosswalks at intersections provide access to the bike path from streets running east to west.

**RESOLUTION No. 36, 2016**

A RESOLUTION AUTHORIZING THE APPOINTMENT OF K. BLAIR ALBRIGHT TO THE  
LINWOOD ZONING BOARD OF ADJUSTMENT

**WHEREAS**, a vacancy exists on the Linwood Zoning Board of Adjustment, Alternate #2 position; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of appointing K. Blair Albright to said vacancy;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that K. Blair Albright of 17 Hamilton Avenue, Linwood is hereby appointed to fill the two-year term, Alternate #2 position, expiring on December 31, 2017.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 27th day of January, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2016.

\_\_\_\_\_  
LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

\_\_\_\_\_  
RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: \_\_\_\_\_