

**LINWOOD COMMON COUNCIL
CAUCUS AGENDA
July 11, 2018
6:00 P.M.**

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

1. Roll Call Mayor DePamphilis ___ Mr. Beinfest _____ Mrs. DeDomenicis _____
 Mr. Ford _____ Mr. Gordon _____ Mr. Heun _____
 Mr. Matik _____ Mr. Paolone _____
- Professionals: Mr. Youngblood ___ Mr. Polistina _____ Mrs. Napoli _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilman Beinfest
 A. Neighborhood Services
5. Councilwoman DeDomenicis
 A. Public Works
6. Councilman Ford
 A. Planning & Development
 1. Resolutions to refund unused escrow fees with regard to dumpster permits
 2. Resolution to approve temporary banner for the Alcove Center
7. Councilman Gordon
 A. Engineering
 1. Resolution to award Contract No. 17 – 2018 Video inspection and main cleaning to American Pipe Cleaning, LLC
8. Councilman Heun
 A. Public Safety
 1. Ordinance amending Chapter 56 of the Code to add the Division of Code Enforcement to the Police Department – final reading
 2. Resolution awarding a Contract to Airpower International for a Cascade System for the Fire Department
 3. Ordinance amending Chapter 152 Fire Prevention – first reading
 4. Resolution awarding a Contract to Command Fire Apparatus for one used aerial ladder
9. Councilman Matik
 A. Revenue & Finance
 1. Resolution to refund traffic control fees
 2. Resolution requesting permission for a Dedication by Rider for donations to the Police K-9 Program
10. Council President Paolone
 A. Administration
 1. Resolutions awarding Raffle Licenses to Our Lady of Sorrows Church and A Place for Us, the Women's Center
 2. Resolution approving the application of Atlantic City Country Club 1 LLC for renewal of Plenary Retail Consumption License No. 0114-33-001-005 for 2018-2019

11. Mr. Youngblood

- A. Ordinance amending Chapter 277 Zoning with regard to accessory apartments – first reading
- B. Ordinance amending Chapter 277 Zoning with regard to affordable housing units – first reading
- C. Ordinance amending Affordable Housing Ordinance with regard to the Fair Housing Act and the Uniform Housing Affordability Controls– first reading
- D. Ordinance amending Chapter 277 creating affordable housing overlay zones – first reading
- E. Resolution awarding a Non-Competitive Contract for Professional Services to Triad Associates for Accessory Apartment Implementation Services for the City of Linwood
- F. Ordinance amending Chapter 124, Development Fees – first reading
- G. Resolution for Linwood intent to Bond

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
July 11, 2018**

CALL TO ORDER

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

FLAG SALUTE: Councilwoman Stacy DeDomenicis

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCES

- 11 OF 2018** AN ORDINANCE SUPPLEMENTING AND AMENDING CHAPTER 56 OF THE CODE OF THE CITY OF LINWOOD, POLICE DEPARTMENT, ADDING ARTICLE VI "DIVISION OF CODE ENFORCEMENT"; AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: *June 12, 2018*
PUBLICATION: *June 18, 2018*
PASSAGE: *July 11, 2018*
- 12 OF 2018** AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING CHAPTER 277, ZONING OF THE CODE OF THE CITY OF LINWOOD TO CLASSIFY ACCESSORY APARTMENTS AS CONDITIONAL USES IN ALL RESIDENTIAL ZONES FOR THE PURPOSE OF THE CITY OF LINWOOD'S AFFORDABLE HOUSING OBLIGATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH.
FIRST READING: *July 11, 2018*
PUBLICATION: *July 16, 2018*
PASSAGE: *August 8, 2018*
- 13 OF 2018** AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING CHAPTER 277, ZONING OF THE CODE OF THE CITY OF LINWOOD TO PROVIDE FOR A MINIMUM SET ASIDE OF AFFORDABLE HOUSING UNITS TO MEET THE CITY OF LINWOOD'S AFFORDABLE HOUSING OBLIGATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH.
FIRST READING: *July 11, 2018*
PUBLICATION: *July 16, 2018*
PASSAGE: *August 8, 2018*
- 14 OF 2018** AN ORDINANCE REPLACING THE ENTIRE CONTENTS OF THE EXISTING AFFORDABLE HOUSING ORDINANCE OF THE CODE OF THE CITY OF LINWOOD TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE CITY'S AFFORDABLE HOUSING OBLIGATIONS AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: *July 11, 2018*
PUBLICATION: *July 16, 2018*
PASSAGE: *August 8, 2018*

ORDINANCES (continued)

- 15 OF 2018** AN ORDINANCE AMENDING CHAPTER 277 ZONING OF THE CODE OF THE CITY OF LINWOOD AND CREATING AFFORDABLE HOUSING OVERLAY ZONES THROUGH MIXED USE ZONING AND MIXED USE/RESIDENTIAL ZONING AND AMENDING THE ZONING MAP OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: *July 11, 2018*
PUBLICATION: *July 16, 2018*
PASSAGE: *August 8, 2018*
- 16 OF 2018** AN ORDINANCE AMENDING CHAPTER 152 FIRE PREVENTION, ARTICLE IV SMOKE AND HEAT DEVICES, SECTION 152-23 CERTIFICATE OF SMOKE DETECTOR COMPLIANCE, SECTION 152-24 INSTALLATION REQUIRED BEFORE SALE OR CHANGE OF DWELLING UNIT OR CHANGE IN RESIDENCE, SECTION 152-25 RESPONSIBILITY FOR MAINTENANCE, SECTION 152-26 FEES, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: *July 11, 2018*
PUBLICATION: *July 16, 2018*
PASSAGE: *August 8, 2018*
- 17 OF 2018** AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING CHAPTER 124, DEVELOPMENT FEES OF THE CODE OF THE CITY OF LINWOOD TO COMPLY WITH A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CORPORATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH.
FIRST READING: *July 11, 2018*
PUBLICATION: *July 16, 2018*
PASSAGE: *August 8, 2018*

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.

- 123-2018** A Resolution awarding the Contract to Airpower International, Inc. for the furnishing and delivery of one Cascade System for the Linwood Fire Department
- 131-2018** a Resolution authorizing a refund to Tricia Anne Soule with regard to Traffic Control fees
- 132-2018** A Resolution authorizing the refund of unused escrow funds posted with regard to a dumpster permit at 1601 Shore Road
- 133-2018** A Resolution authorizing the refund of unused escrow funds posted with regard to a dumpster permit at 207 Alexander Drive
- 134-2018** A Resolution requesting permission for the Dedication by Rider for donations to the Police K-9 Program required by N.J.S.A. 40A:5-29
- 135-2018** A Resolution awarding the Contract to Command Fire Apparatus for the furnishing and delivery of one used Aerial Ladder for the Linwood Fire Department

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 136-2018** A Resolution authorizing the issuance of a Raffle License, #2018-16, to Our Lady of Sorrows Church
- 137-2018** A Resolution authorizing the issuance of a Raffle License, #2018-17, to A Place for Us, The Women's Center
- 138-2018** A Resolution approving temporary signage for the Alcove Center for Grieving Children and Families
- 139-2018** A Resolution awarding a Non-Competitive Contract for Professional Services to Triad Associates for Accessory Apartment Implementation Services for the City of Linwood
- 140-2018** A Resolution of the City of Linwood regarding any shortfalls associated with the provision of Affordable Housing as set forth in the City's adopted Housing Element and Fair Share Plan
- 141-2018** A Resolution approving the application of Atlantic City Country Club 1 LLC for renewal of Plenary Retail Consumption License No. 0114-33-001-005
- 142-2018** A Resolution awarding the Contract to American Pipe Cleaning, LLC for Contract No. 17 – 2018 Video Inspection and Main Cleaning

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 11, 2018

AN ORDINANCE SUPPLEMENTING AND AMENDING CHAPTER 56 OF THE CODE OF THE CITY OF LINWOOD, POLICE DEPARTMENT, ADDING ARTICLE VI "DIVISION OF CODE ENFORCEMENT"; AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

SECTION 1. Amendment to Chapter 56 of the Code of the City of Linwood

Chapter 56 of the Code of the City of Linwood "Police Department" is hereby amended and supplemented to add an Article VI "Division of Code Enforcement" which shall read as follows:

Article VI. Division of Code Enforcement.

56-23 Division established.

There is hereby established a Division of Code Enforcement within the Police Department. The division's primary function shall be enforcement of the ordinances of the City of Linwood, including but not limited to animal control, property maintenance and zoning and planning. In executing that function the Division of Code Enforcement may call upon the sworn Police Department or other law enforcement officers for such assistance as is necessary.

56-24 Code officers and staff.

All civilian code enforcement officers shall be appointed by the Chief of Police, with the advice and consent of City Council. The Division of Code Enforcement shall be staffed with such further civilian code enforcement officers and civilian clerical staff as, from time to time, are appointed by the Chief of Police with the advice and consent of City Council. Each code enforcement officer appointed hereunder shall be considered a "code enforcement officer" as that term is used in Rule 7:2-2(a)(3) of the New Jersey Court Rules.

56-25 Line of authority.

All code enforcement officers and clerical staff of the Division of Code Enforcement shall report to the Chief of Police. The Chief shall develop a standard operating procedure outlining the respective duties and responsibilities of the code enforcement officers and setting operational priorities.

56-26 Applicability of Police Department ordinances.

The Chief of Police will exempt the Division of Code Enforcement from coverage of any or all portions of the Linwood Police Department rules and regulations (also known as the "Police Manual"). The Code Enforcement Official and the subordinate code enforcement officers and clerical staff of the Division of Code Enforcement shall not be deemed to be sworn members of the Police Department within the meaning of any provision of Title 40A, Chapter 14, of the Revised Statutes of New Jersey.

SECTION 3. Repealer Clause

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistencies. All other provisions of Chapter 56 which are not affected by this Article are ratified and confirmed and shall remain in full force and effect.

SECTION 4. Severability

If any portion of this Article is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this article, but shall be confined in its effect to the provision directly involved in the controversy in which such judgment shall have been rendered.

SECTION 5. Effective Date

This Ordinance shall be effective immediately upon final reading and publication in accordance with New Jersey Law.

<i>FIRST READING:</i>	<i>June 12, 2018</i>
<i>PUBLICATION:</i>	<i>June 18, 2018</i>
<i>PASSAGE:</i>	<i>July 11, 2018</i>

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, June 12, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on July 11, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 12, 2018

AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING CHAPTER 277, ZONING OF THE CODE OF THE CITY OF LINWOOD TO CLASSIFY ACCESSORY APARTMENTS AS CONDITIONAL USES IN ALL RESIDENTIAL ZONES FOR THE PURPOSE OF THE CITY OF LINWOOD'S AFFORDABLE HOUSING OBLIGATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH

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

WHEREAS, the purpose of this section of the City of Linwood's Zoning Ordinance is to establish accessory apartments as a conditional use in Linwood. It is the City of Linwood's intention that any accessory apartment, unless previously constructed in accordance with Linwood's Zoning Ordinance and explicitly acknowledged as an accessory apartment in the tax assessor's records, is permitted as a conditional use only if it is constructed expressly for the purpose of assisting the City of Linwood in meeting its affordable housing obligation. An accessory apartment constructed for this purpose must, at the time of construction, meet all applicable requirements as defined by relevant Council on Affordable Housing (COAH) regulations and the Uniform Housing Affordability Controls (UHAC) rules. Additional conditions as defined within the section also apply; and

WHEREAS, an illegal accessory apartment may be eligible for credit if the illegal accessory apartment meets the Conditions in (b) below. The monetary contribution for a new accessory apartment is not required for an illegal accessory apartment to become eligible for credit..

BE IT ORDAINED by the Common Council of the City of Linwood that Chapter 277, Zoning, of the Code of the City of Linwood be and hereby is amended to add the following new section:

SECTION 1:

13-12 **Accessory Apartments.**

- (a) **Definition:** Accessory apartment means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.
- (b) **Conditions for Accessory Apartments as Conditionally Permitted Uses:**

Conditions: Accessory apartments shall meet the following conditions:

1. The application submitted to the Construction Office shall include the following:
 - A. Name and address of owner.
 - B. Name, address, income verification of the proposed occupant of the accessory unit (if known).
 - C. Floor plan of sketch
 - D. Current property survey.
2. Accessory apartments shall be allowed in all residential zones.
3. The minimum lot size and dimensional requirements shall be in accordance with the zone in which the property is located for accessory apartments constructed in new dwellings.
4. Accessory apartments may be created within existing single-family residences or accessory buildings, provided there is no expansion of the existing structure's exterior outline.
5. There shall be no more than one (1) accessory apartment per single-family dwelling on each lot.
6. The structures shall be in full compliance with all applicable health and construction codes.
7. Construction of accessory apartments shall be in full compliance with all applicable environmental regulations including Linwood City's Stormwater Management Ordinance.
8. Each accessory apartment shall be a minimum of five hundred (500) square feet. It may not occupy more than thirty-five percent (35%) of the total square footage of the house.

9. Each accessory apartment shall have a minimum of two (2) rooms and provide living, sleeping, cooking and bathroom facilities. Direct access to the outside or a hall with direct access to the outside shall be provided. The access door shall not alter the character of the exterior façade of the house.
10. The occupant shall meet the established income limitations of the low or moderate income guidelines for Linwood.
11. The owner shall submit an affidavit of continuing use every two (2) years to the Linwood City Clerk.
12. Parking shall be consistent with the parking requirements of Linwood.
13. Linwood acknowledges the need to provide its fair share of housing for low and moderate income households.

Any property owner applying for an accessory apartment under this section shall affirmatively demonstrate that the accessory apartment is to be rented to and occupied by households meeting COAH's and UHAC's affordable housing criteria.

14. Accessory apartment rents shall be consistent with COAH and UHAC rules. The following minimum subsidies shall be offered for the creation of an accessory apartment: \$35,000 for a very low income apartment, \$25,000 for a low income apartment and \$20,000 for a moderate income apartment.
15. Ten year affordability controls shall be imposed via a deed restriction or other instrument acceptable to the City Attorney and the Court.
16. In the event that the accessory apartment is located in a structure which is detached from the primary residence, the property owner shall explicitly affirm via deed restriction that the property may not be further subdivided to separate the accessory apartment and any associated land as a new building lot unless such subdivision can be accomplished in full accordance with Linwood City's density requirements, minimum setbacks, dimensional requirements, and all other applicable subdivision constraints.
17. The property owner shall demonstrate that required deed restrictions are properly filed with the Atlantic County Clerk's Office prior to issuance of zoning or building permits.

18. If, following completion of the 10 year affordability controls period, an accessory apartment constructed in accordance with this section of the Linwood City Zoning Ordinance is no longer subject to Court requirements or restrictions, the apartment shall be considered a permitted conditional use subject to the remaining conditions established within this Ordinance section.
19. Accessory apartments shall be affirmatively marketed with random selection of the occupants.

(c) **Illegal Accessory Apartments:** An illegal accessory apartment shall be eligible for credit if the illegal accessory apartment meets the Conditions in (b) above. The monetary contribution for a new accessory apartment is not required for an illegal accessory apartment to become eligible for credit. An existing occupant in an illegal accessory apartment may be permitted to remain in the apartment provided that when that occupant leaves the accessory apartment the apartment shall be affirmatively marketed with random selection of the occupants, and the 10 year affordability control period shall only begin upon reoccupancy of the apartment after this marketing process.

SECTION 2: All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4: This Ordinance shall take effect upon passage and publication as provided by law.

SECTION 5: The City Clerk is hereby directed to give notice at least ten (10) days prior to the hearing on the adoption of this Ordinance to the County Planning Board and to all others entitled thereto pursuant to the provisions of N.J.S.A. 40:55D-15. Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is further

directed to publish notice of the passage thereof and file a copy of the Ordinance as finally adopted with the Atlantic County Planning Board as required by N.J.S.A. 40:55D-16.

<i>FIRST READING:</i>	<i>July 11, 2018</i>
<i>PUBLICATION:</i>	<i>July 16, 2018</i>
<i>PASSAGE:</i>	<i>August 8, 2018</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, July 11, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 8, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 13, 2018

AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING CHAPTER 277, ZONING OF THE CODE OF THE CITY OF LINWOOD TO PROVIDE FOR A MINIMUM SET ASIDE OF AFFORDABLE HOUSING UNITS TO MEET THE CITY OF LINWOOD'S AFFORDABLE HOUSING OBLIGATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH

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

WHEREAS, the purpose of this section of the City of Linwood's Zoning Ordinance is to establish a minimum required set aside of affordable housing units in any multifamily residential development or redevelopment in the City of Linwood. It is the City of Linwood's intention that this Ordinance is being adopted expressly for the purpose of assisting the City of Linwood in meeting its affordable housing obligation.

BE IT ORDAINED by the Common Council of the City of Linwood that Chapter 277, Zoning, of the Code of the City of Linwood be and hereby is amended to add the following new section:

SECTION 1: Any multifamily residential development or redevelopment, that will contain five or more dwelling units shall comply with the following:

- i. A minimum of 15 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for rent. If the calculation of the total number of affordable units required yields a fraction of less than 0.5 then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
- ii. A minimum of 20 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for sale. If the calculation of the total number of affordable units required yields a fraction of less than 0.5, then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a

fraction of greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.

- iii. The provisions of this Ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. increase
- iv. At least half of all affordable units shall be affordable to low income households, and the remainder may be affordable to moderate income households. Within rental developments, at least 13 percent of the affordable units shall be affordable to very low income households, with the very low income units counted as part of the low income requirement.

SECTION 2: All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4: This Ordinance shall take effect upon passage and publication as provided by law.

<i>FIRST READING:</i>	<i>July 11, 2018</i>
<i>PUBLICATION:</i>	<i>July 16, 2018</i>
<i>PASSAGE:</i>	<i>August 8, 2018</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, July 11, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 8, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 14, 2018

AN ORDINANCE REPLACING THE ENTIRE CONTENTS OF THE EXISTING AFFORDABLE HOUSING ORDINANCE OF THE CODE OF THE CITY OF LINWOOD TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE CITY'S AFFORDABLE HOUSING OBLIGATIONS 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, that the Code of the City of Linwood is hereby replaced to include provisions addressing Linwood's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Linwood City Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Housing Element and Fair Share Plan have been endorsed by the governing body. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

On the first anniversary of the entry of the Order granting Linwood a Final Judgment of Compliance and Repose in IMO Application of the City of Linwood, Docket No.ATL-L-1539-15 and every anniversary thereafter through the end of the Repose period, the City shall provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

On the first anniversary of the entry of the Order granting Linwood a Final Judgment of Compliance and Repose in IMO Application of the City of Linwood, Docket No.ATL-L-1539-15 and every anniversary thereafter through the end of the Repose period, the City shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website, with copies provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Court-appointed Special Master and Fair Share Housing Center.

For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the City shall post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with copies provided to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced. Any interested party may by motion request a hearing before the Court regarding these issues.

For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of the entry of the Order granting Linwood a Final Judgment of Compliance and Repose in IMO Application of the City of Linwood, Docket No.ATL-L-1539-15, and every third year thereafter, the City will post on its municipal website, with copies provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality, with copies provided to Fair Share Housing Center, on the issue of whether the municipality has complied with its very low income housing obligation.

SECTION 1:

§142-80 Purpose.

The purpose of this ordinance is to provide for and regulate affordable housing in the City.

A. Definitions.

The following terms when used in this Ordinance shall have the meanings given in this Section:

ACT

The Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

ADAPTABLE

Constructed in compliance with the technical design standards of the Barrier Free Sub code, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT

The entity designated by the City to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

AFFIRMATIVE MARKETING

A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE

The average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE

A sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE HOUSING DEVELOPMENT

A development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the City's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development, group homes and accessory apartments.

AFFORDABLE HOUSING PROGRAM(S)

Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT

A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

AGENCY

The New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

AGE-RESTRICTED UNIT

A housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

ALTERNATIVE LIVING ARRANGEMENTS

A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

ASSISTED LIVING RESIDENCE

A facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living

services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD

A household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

COAH

The Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

DCA

The State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT

A housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

DEVELOPER

Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT

The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

INCLUSIONARY DEVELOPMENT

A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 50 percent or less of the **regional** median household income **by household size**.

LOW-INCOME UNIT

A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM

The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

MARKET-RATE UNITS

Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME

The median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

MODERATE-INCOME HOUSEHOLD

A household with a total gross annual household income in excess of 50 percent but less than 80 percent of the **regional** median household income **by household size**.

MODERATE-INCOME UNIT

A restricted unit that is affordable to a moderate-income household.

MULTIFAMILY UNIT

A structure containing five or more dwelling units.

NON-EXEMPT SALE

Any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

RANDOM SELECTION PROCESS

A process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

REGIONAL ASSET LIMIT

The maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

REHABILITATION

The repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

RENT

The gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT

A dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

UHAC

The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

VERY LOW-INCOME HOUSEHOLD

A household with a total gross annual household income equal to 30 percent or less of the **regional** median household income **by household size**.

VERY LOW-INCOME UNIT

A restricted unit that is affordable to a very low-income household.

WEATHERIZATION

Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

B. Applicability.

The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the City of Linwood pursuant to the City’s most recently adopted Housing Element and Fair Share Plan.

C. Alternative Living Arrangements.

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
 - i. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court.
 - ii. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on

affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

3. Unless otherwise specified by agreement or ordinance the service provider operating the alternative living arrangement shall be the administrative agent for the alternative living arrangement.

D. Inclusionary Zoning:

1. To implement the fair share plan in a manner consistent with the terms of the settlement agreement, ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, overlay zoning shall be permitted on the following properties consistent with the provisions of the City of Linwood's Housing Element and Fair Share Plan and the terms of the settlement agreement:

SECTION 2: Linwood is constitutionally obligated to provide a realistic opportunity to comply with its affordable housing obligation. Creating two new affordable housing zones creates a realistic opportunity for the construction of affordable housing. The zones shall be as follows:

Affordable Housing Overlay Zone I: Mixed-Use Zoning shall specifically be allowed on the following Blocks and Lots:

Block 1, Lots 43.01 and 46.02;

Block 6, Lot 24; and

Affordable Housing Overlay Zone II: Mixed-Use/Residential Zoning shall specifically be allowed on the following Blocks and Lots:

Block 1, Lots 24, 29.01, 29.02, 32.01, 32.02, 33, 34, 35, 36, 37, 38, 39, 43.02, 46.01, 47 and 48.

Block 6, Lots 25, 26, 36 and 40.

Block 19, Lots 5, 6 and 7.

SECTION 3: Article III. Zone Classification and Map is amended as follows:

§277-4. Enumeration of Zones is hereby revised to include:

“For purposes of this article, the City of Linwood is hereby divided into 14 districts as follows” with the following two districts being added:

AHO I Affordable Housing Overlay Zone I

AHO II Affordable Housing Overlay Zone II.

§277-5. Boundaries of zones established is hereby amended as follows:

The Zoning Map of the City of Linwood is and shall be amended to depict and reflect Block 1, Lots 43.01 and 46.02; and Block 6, Lot 24 are and shall be in the Affordable Housing Overlay Zone I.

Block 1, Lots 24, 29.01, 29.02, 32.01, 32.02, 33, 34, 35, 36, 37, 38, 39, 43.02, 46.01, 47 and 48; Block 6, Lots 25, 26, 36 and 40; and Block 19, Lots 5, 6 and 7 are and shall be in the Affordable Housing Overlay Zone II.

SECTION 4:

Article X. Uses and Supplemental Standards is hereby amended by the inclusion of the following sections and subsections:

A. Affordable Overlay Zone I.

This zone shall be Mixed Use Overlay Zoning, which will permit mixed-use development with the first floor required to be commercial, with up to two stories of residential over commercial.

B. Affordable Overlay Zone II.

This zone shall be Mixed Use/Residential Zoning, which will permit either mixed-use development with the first floor commercial and up to two stories of residential over commercial OR residential-only development with up to three stories of residential uses and no commercial use required.

C. Both Affordable Overlay Zones will allow development of up to 15 residential units per acre and up to a maximum of up to three stories to accommodate residential units.

D. Approval shall be required for the erection or enlargement of all related accessory structures and prior to issuance of certificates of occupancy for a change of use. Permitted uses are as follows:

- (1) Residential market rate and affordable dwelling units specifically including multi-family buildings shall be at the density, height and bulk prescribed herein or in Linwood's Zoning Ordinance and all amendments thereto. Affordable housing units shall be constructed, marketed and deed restricted in strict conformance to Linwood's Affordable Housing Ordinance, Council on Affordable Housing regulations and all requirements contained within the Uniform Housing Affordability Controls as these documents may be amended, revised and supplemented.
- (2) Commercial Uses as may be permitted under Linwood's Zoning Ordinance and all amendments thereto.

SECTION 5: Storage permitted.

No person in the Affordable Housing Site zone shall store, place, deposit, or permit the continuation of storage, placement, or deposit of, upon any premises, any unregistered motor vehicle or any machinery, equipment, lumber, building materials or supplies or parts thereof; provided, however, that unless otherwise prohibited, it shall not be unlawful to store, place or deposit the foregoing items in a fully enclosed structure upon such premises. Nothing herein contained shall be deemed to authorize the erection of a structure or structures not otherwise authorized to be so erected. All other provisions of **§277-18 Storage Restrictions** shall apply.

SECTION 6: Prohibited uses.

All uses listed in §277-40.11 are prohibited.

SECTION 7. Performance standards.

All uses are subject to performance standards as set forth in Chapter 277 Zoning and all other provisions contained in the Linwood Municipal Code.

SECTION 8. Site development plan approval.

Site development plan approval, in accordance with Chapter 41, Land Use Procedures shall be required prior to the issuance of construction permits for the erection or enlargement of all structures and related accessory structures. Such approval shall also be required prior to the issuance of certificates of occupancy for a change of use.

SECTION 9. The following area and bulk standards are applicable in the Affordable Overlay Zone I and in the Affordable Overlay Zone II:

A. Regulations	Inclusionary Developments
Lot area	10,000 square feet
Lot frontage	100 feet
Lot depth	100 feet
Minimum required	
Front Yards	15 feet
Side Yards	6 feet
Rear Yard	15 feet
Parking	Not permitted in front yard
Maximum Permitted	
Building Height	
Stories	3 stories
Feet	41
Building Coverage (%)	40

B. Additional Regulations

(1) In recognition of the requirement to minimize or remove unnecessary development cost-generating requirements, the following minimum parking standards are applicable in the Affordable Overlay Zones.

Affordable Dwelling Unit	1.25 parking spaces per dwelling.
Market rate Dwelling Unit	RSIS requirements apply

(2) All developments constructed within the Affordable Overlay Zones shall be structured so that no less than twenty (20) percent of the entire development are credit-worthy units if these units are to be offered for sale. A rental community shall be required to have a fifteen (15) percent affordable housing setaside. No less than fifty (50) percent of

all credit-worthy units shall be affordable to low-income households, with 13% of all affordable units available to very low-income family households. The balance can be affordable to moderate-income households.

- (3) Affordable housing in the zones shall be structured so no more than twenty (20) percent of the units are studio or one-bedroom units, at least (30) percent are two bedrooms and no fewer than twenty (20) percent are three-bedroom units. Bedroom count for the remainder of the affordable units is at the discretion of the developer.
 - (4) Density for the Affordable Overlay Zones shall be no greater than fifteen (15) units per acre.
 - (5) All affordable dwelling units shall be constructed and maintained in compliance with the requirements of the New Jersey Council on Affordable Housing, and the Uniform Housing Affordability Controls before certificates of occupancy will be issued. The developer shall include all facilities required by law which are necessary to be maintained by a credit worthy rental or sales unit included as part of an inclusionary development so that deed restrictions are legally enforceable.
2. Any multifamily residential development or redevelopment, that will contain five or more dwelling units shall comply with the following:
- i. A minimum of 15 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for rent. If the calculation of the total number of affordable units required yields a fraction of less than 0.5 then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
 - ii. A minimum of 20 percent of the total number of units shall be set aside as affordable housing units if the affordable units will be for sale. If the calculation of the total number of affordable units required yields a fraction of less than 0.5, then either a pro-rated payment in lieu or one additional unit shall be provided. If the calculation of the total number of affordable units required yields a fraction of greater than 0.5, the obligation shall be rounded up and the additional unit shall be provided.
 - iii. The provisions of this Ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. increase
 - iv. At least half of all affordable units shall be affordable to low income households, and the remainder may be affordable to moderate income households. Within rental developments, at least 13 percent of the affordable units shall be affordable to very low income households, with the very low income units counted as part of the low income requirement.

E. Phasing Schedule for Inclusionary Zoning.

1. In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

F. New Construction.

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

- a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of median income). The very low income units shall be counted as part of the required number of low income units within the development.
- b. At least 25 percent of the obligation shall be met through rental units, including at least half in rental units available to families.
- c. A maximum of 25 percent of the City's obligation may be met with age restricted units. At least half of all affordable units in the City's Plan shall be available to families.
- d. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.
- e. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;
 - iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

- iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
- f. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

- a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free SubCode, N.J.A.C. 5:23-7 and the following:
- b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - i. An adaptable toilet and bathing facility on the first floor; and
 - ii. An adaptable kitchen on the first floor; and
 - iii. An interior accessible route of travel on the first floor; and
 - iv. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - v. If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
 - vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, *et seq.*) and the Barrier Free Sub Code, N.J.A.C. 5:23-7, or evidence that Linwood has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
 - a. Where a unit has been constructed with an adaptable entrance, upon the request of a person with disabilities who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - b. To this end, the builder of restricted units shall deposit funds within the City of Linwood's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the

affordable units that have been constructed with adaptable entrances.

- c. The funds deposited under paragraph 6) b) above shall be used by the City of Linwood for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- d. The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the City of Linwood for the conversion of adaptable to accessible entrances.
- e. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free SubCode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the City's Affordable Housing Trust Fund in care of the City Chief Financial Officer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
- f. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free SubCode, N.J.A.C. 5:23-7.

3. Design:

- a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

- a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established by the procedures approved by the Court based on COAH's historical practice of establishing income limits.
- b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

- c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, earning 30 percent or less of the regional median household income.
- d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.
- e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - i. A studio shall be affordable to a one-person household;
 - ii. A one-bedroom unit shall be affordable to a one and one-half person household;
 - iii. A two-bedroom unit shall be affordable to a three-person household;
 - iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - v. A four-bedroom unit shall be affordable to a six-person household.
- f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - i. A studio shall be affordable to a one-person household;
 - ii. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size

household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

- h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
- j. The rent of low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

G. Utilities.

- 1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- 2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for its Section 8 program.

H. Occupancy Standards.

- 1. In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:
 - a. Provide an occupant for each bedroom;
 - b. Provide children of different sexes with separate bedrooms;
 - c. Provide separate bedrooms for parents and children; and
 - d. Prevent more than two persons from occupying a single bedroom.

I. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- 1. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30)

years, until Linwood takes action to release the unit from such requirements; prior to such action, a restricted ownership unit shall remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.

2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.
4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

J. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

1. Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:
 - a. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
 - b. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
 - c. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
 - d. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of anticipated capital

improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

K. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, however, the Administrative Agent may, upon approval by the City Council, and subject to the Court's approval, permit moderate-income purchasers to buy low-income units in housing markets if the Administrative Agent determines that there is an insufficient number of eligible low-income purchasers to permit prompt occupancy of the units. All such low-income units to be sold to moderate-income households shall retain the required pricing and pricing restrictions for low-income units.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

L. Limitations on Indebtedness Secured by Ownership Unit; Subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

M. Capital Improvements To Ownership Units.

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made

since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

N. Control Periods for Restricted Rental Units.

1. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least 30 years, until Linwood takes action to release the unit from such requirements. Prior to such action, a restricted rental unit shall remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented.
2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Atlantic. The deed shall also identify each affordable unit by apartment number and/or address and whether that unit is designated as a very low, low or moderate income unit. Neither the unit nor its affordability designation shall change throughout the term of the deed restriction. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit; or
 - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

O. Rent Restrictions for Rental Units; Leases.

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15 percent of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

P. Tenant Income Eligibility.

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.

Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.

- b. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

- b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Q. Municipal Housing Liaison.

- 1. The City of Linwood shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for administering the affordable housing program, including affordability controls, the Affirmative Marketing Plan, monitoring and reporting, and, where applicable, supervising any contracted Administrative Agent. Linwood shall adopt an Ordinance creating the position of Municipal Housing Liaison. Linwood shall adopt a Resolution appointing a Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.
- 2. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Linwood, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - a. Serving as Linwood's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - b. Monitoring the status of all restricted units in Linwood's Fair Share Plan;
 - c. Compiling, verifying and submitting annual monitoring reports as may be required by the Court;
 - d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
 - e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

3. Subject to the approval of the Court, the City of Linwood shall designate one or more Administrative Agent(s) to administer newly constructed affordable units in accordance with UHAC. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the City Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the contracting Administrative Agent(s).

R. Administrative Agent.

The Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. For new sale and rental developments, all of the fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required. For resales, single family homeowners and condominium homeowners shall be required to pay three percent of the sales price for services provided by the Administrative Agent related to the resale of their homes. That fee shall be collected at closing and paid directly to the Administrative Agent. The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which include:

1. Affirmative Marketing:

- a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the City of Linwood and the provisions of N.J.A.C. 5:80-26.15; and
- b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

- a. Soliciting, scheduling, conducting and following up on interviews with interested households;
- b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
- c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
- d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

- e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
- f. Employing a random selection process as provided in the Affirmative Marketing Plan of the City of Linwood when referring households for certification to affordable units.

3. Affordability Controls:

- a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
- b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
- c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Atlantic County Register of Deeds or County Clerk's office after the termination of the affordability controls for each restricted unit;
- d. Communicating with lenders regarding foreclosures; and
- e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

- a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
- b. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

- a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
- b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

- c. Notifying the municipality of an owner's intent to sell a restricted unit; and
- d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- c. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
- d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
- f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the City Council and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet any monitoring requirements and deadlines imposed by the Court.
- c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

S. Affirmative Marketing Requirements.

1. The City of Linwood shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. In addition, as a result of the Settlement Agreement with FSHC, the Affirmative Marketing Plan shall require the notification of the New Jersey State NAACP, the NAACP Atlantic City Branch, FSHC and the Latino Action Network of affordable housing opportunities. It is a continuing program that directs marketing activities toward Housing Region 6 and is required to be followed throughout the period of restriction.
3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 6, comprised of Atlantic, Cape May, Cumberland and Salem Counties.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the City of Linwood shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Pre-applications shall be emailed or mailed to prospective applicants upon request.
9. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

T. Enforcement of Affordable Housing Regulations.

1. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
 - i. A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense; In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Linwood Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - ii. In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
 - b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.
 - i. The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings

incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

- ii. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
- iii. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- iv. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- v. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the

Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

- vi. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

U. Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

SECTION 2:

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3:

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4:

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

<i>FIRST READING:</i>	<i>July 11, 2018</i>
<i>PUBLICATION:</i>	<i>July 16, 2018</i>
<i>PASSAGE:</i>	<i>August 8, 2018</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, July 11, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 8, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 15, 2018

AN ORDINANCE AMENDING CHAPTER 277 ZONING OF THE CODE OF THE CITY OF LINWOOD AND CREATING AFFORDABLE HOUSING OVERLAY ZONES THROUGH MIXED USE ZONING AND MIXED USE/RESIDENTIAL ZONING AND AMENDING THE ZONING MAP 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: The City of Linwood as a municipality that received Substantive Certification from COAH, has been determined to be a “participating municipality” pursuant to In re Adoption of the N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (Mount Laurel IV).

Linwood is desirous of securing a Final Judgment of Compliance and Repose through 2025 and has prepared a Housing Element and Fair Share Plan (“FSP”) to achieve this goal. Linwood lacks adequate land resources to fully satisfy its estimated affordable housing obligation of 112 affordable housing units. According to the Superior Court approved Settlement Agreement, Linwood’s Realistic Development Potential is 12 affordable housing units and its Unmet Need obligation is 112 affordable housing units.

SECTION 2: Linwood is constitutionally obligated to provide a reasonable opportunity to comply with its affordable housing obligation. Creating two new affordable housing zones creates a reasonable opportunity for the construction of affordable housing. The zones shall be as follows:

Affordable Housing Overlay Zone I: Mixed-Use Zoning shall specifically be allowed on the following Blocks and Lots:

Block 1, Lots 43.01 and 46.02;

Block 6, Lot 24; and

Affordable Housing Overlay Zone II: Mixed-Use/Residential Zoning shall specifically be allowed on the following Blocks and Lots:

Block 1, Lots 24, 29.01, 29.02, 32.01, 32.02, 33, 34, 35, 36, 37, 38, 39, 43.02, 46.01, 47 and 48.

Block 6, Lots 25, 26, 36 and 40.

Block 19, Lots 5, 6 and 7.

SECTION 3: Article III. Zone Classification and Map is amended as follows:

§277-4. Enumeration of Zones is hereby revised to include:

“For purposes of this article, the City of Linwood is hereby divided into 14 districts as follows” with the following two districts being added:

AHO I Affordable Housing Overlay Zone I
AHO II Affordable Housing Overlay Zone II.

§277-5. Boundaries of zones established is hereby amended as follows:

The Zoning Map of the City of Linwood is and shall be amended to depict and reflect Block 1, Lots 43.01 and 46.02; and Block 6, Lot 24 are and shall be in the Affordable Housing Overlay Zone I. Block 1, Lots 24, 29.01, 29.02, 32.01, 32.02, 33, 34, 35, 36, 37, 38, 39, 43.02, 46.01, 47 and 48; Block 6, Lots 25, 26, 36 and 40; and Block 19, Lots 5, 6 and 7 are and shall be in the Affordable Housing Overlay Zone II.

SECTION 4:

Article X. Uses and Supplemental Standards is hereby amended by the inclusion of the following sections and subsections:

A. Affordable Overlay Zone I.

This zone shall be Mixed Use Overlay Zoning, which will permit mixed-use development with the first floor required to be commercial, with up to two stories of residential over commercial.

B. Affordable Overlay Zone II.

This zone shall be Mixed Use/Residential Zoning, which will permit either mixed-use development with the first floor commercial and up to two stories of residential over commercial OR residential-only development with up to three stories of residential uses and no commercial use required.

C. Both Affordable Overlay Zones will allow development of up to 15 residential units per acre and up to a maximum of up to three stories to accommodate residential units.

D. Approval shall be required for the erection or enlargement of all related accessory structures and prior to issuance of certificates of occupancy for a change of use. Permitted uses are as follows:

- (1) Residential market rate and affordable dwelling units specifically including multi-family buildings shall be at the density, height and bulk prescribed herein or in Linwood's Zoning Ordinance and all amendments thereto. Affordable housing units shall be constructed, marketed and deed restricted in strict conformance to Linwood's Affordable Housing Ordinance, Council on Affordable Housing regulations and all requirements contained within the Uniform Housing Affordability Controls as these documents may be amended, revised and supplemented.
- (2) Commercial Uses as may be permitted under Linwood's Zoning Ordinance and all amendments thereto.

SECTION 5. Storage permitted.

No person in the Affordable Housing Site zone shall store, place, deposit, or permit the continuation of storage, placement, or deposit of, upon any premises, any unregistered motor vehicle or any machinery, equipment, lumber, building materials or supplies or parts thereof; provided, however, that unless otherwise prohibited, it shall not be unlawful to store, place or deposit the foregoing items in a fully enclosed structure upon such premises. Nothing herein contained shall be deemed to authorize the erection of a structure or structures not otherwise authorized to be so erected. All other provisions of **§277-18 Storage Restrictions** shall apply.

SECTION 6. Prohibited uses.

All uses listed in **§277-40.11** are prohibited.

SECTION 7. Performance standards.

All uses are subject to performance standards as set forth in Chapter 277 Zoning and all other provisions contained in the Linwood Municipal Code.

SECTION 8. Site development plan approval.

Site development plan approval, in accordance with Chapter 41, Land Use Procedures shall be required prior to the issuance of construction permits for the erection or enlargement of all structures and related accessory structures. Such approval shall also be required prior to the issuance of certificates of occupancy for a change of use.

SECTION 9. The following area and bulk standards are applicable in the Affordable Overlay Zone I and in the Affordable Overlay Zone II:

A. Regulations	Inclusionary Developments
Lot area	10,000 square feet
Lot frontage	100 feet

Lot depth	100 feet
Minimum required	
Front Yards	15 feet
Side Yards	6 feet
Rear Yard	15 feet
Parking	Not permitted in front yard
Maximum Permitted	
Building Height	
Stories	3 stories
Feet	41
Building Coverage (%)	40

B. Additional Regulations

- (1) In recognition of the requirement to minimize or remove unnecessary development cost-generating requirements, the following minimum parking standards are applicable in the Affordable Overlay Zones.

Affordable Dwelling Unit	1.25 parking spaces per dwelling.
Market rate Dwelling Unit	RSIS requirements apply

- (2) All developments constructed within the Affordable Overlay Zones shall be structured so that no less than twenty (20) percent of the entire development are COAH credit-worthy units if these units are to be offered for sale. A rental community shall be required to have a fifteen (15) percent affordable housing setaside. No less than fifty (50) percent of all COAH credit-worthy units shall be affordable to low-income households, with 13% of all affordable units available to very low-income family households. The balance can be affordable to moderate-income households.

- (3) Affordable housing in the zones shall be structured so no more than twenty (20) percent of the units are studio or one-bedroom units and no fewer than twenty (20) percent are three-bedroom units. Bedroom count for the remainder of the affordable units is at the discretion of the developer.

- (4) Density for the Affordable Overlay Zones shall be no greater than fifteen (15) units per acre.

- (5) All affordable dwelling units shall be constructed and maintained in compliance with the requirements of the New Jersey Council on Affordable Housing, and the Uniform Housing Affordability Controls before certificates of occupancy will be issued. The developer shall include all facilities required by law which are necessary to be maintained by a COAH certifiable rental or sales unit included as part of an inclusionary development so that COAH restrictions are legally enforceable. Furthermore, all such developments shall conform to the Development Fee Ordinance for Affordable Housing as set forth in the City of Linwood Municipal Code.

SECTION 10: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 11: 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 12: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>July 11, 2018</i>
<i>PUBLICATION:</i>	<i>July 16, 2018</i>
<i>PASSAGE:</i>	<i>August 8, 2018</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, July 11, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 8, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 16, 2018

AN ORDINANCE AMENDING CHAPTER 152 FIRE PREVENTION, ARTICLE IV SMOKE AND HEAT DEVICES, SECTION 152-23 CERTIFICATE OF SMOKE DETECTOR COMPLIANCE, SECTION 152-24 INSTALLATION REQUIRED BEFORE SALE OR CHANGE OF DWELLING UNIT OR CHANGE IN RESIDENCE, SECTION 152-25 RESPONSIBILITY FOR MAINTENANCE, SECTION 152-26 FEES, OF THE CODE 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: Chapter 152, Article IV, Smoke and Heat Devices, title is hereby amended to read as follows: Smoke, Carbon Monoxide and Fire Extinguisher Devices

SECTION 2: Chapter 152, Article IV, Section 152-23 Certificate of smoke detector compliance, title is hereby amended to read as follows: Certificate of smoke, co detectors and fire extinguisher compliance

SECTION 3: Chapter 152, Article IV, Section 152-23 Certificate of smoke, co detectors and fire extinguisher compliance, Section A is hereby amended to read as follows:

- A. Before any Use Group R-3 structure is sold, leased or rented are made subject to a change of occupancy for residential purposes, the owner shall obtain a certificate of smoke detector, carbon monoxide and fire extinguisher (CSACMAPFEC) evidencing compliance with N.J.A.C. 5:70-4.19 and N.J.A.C. 5:70-2.3, from the Linwood Bureau of Fire Prevention.

SECTION 4: Chapter 152, Article IV, Section 152-24 Installation required before sale or change of dwelling unit or change in residence is hereby amended to add the following:

- B. Whenever a change in residence or ownership occurs in a residential one and two owner occupied dwelling shall request a (CSACMAPFEC) form from the Fire Official, the owner of the property is required to install an approved smoke detection system, carbon monoxide detectors and a 2A10:BC fire extinguisher under 10 pounds – must be tagged within 30 days from change of occupancy.
- C. N.J.A.C. 5:70-4.19 Single station battery operated smoke detectors must be replaced with ten-year sealed battery powered smoke detectors effective date: 01 January 2019.
- D. N.J.A.C. 5:70-4.19(E) Extinguisher installation.
 1. Shall be mounted within 10 feet of kitchen and located in path of egress.
 2. Readily accessible and not obstructed from view.
 3. Shall be mounted with supplied bracket.
 4. Minimum rating 2A-10:BC under 10 pounds – must be tagged.

SECTION 5: Chapter 152, Article IV, Section 152-25 Responsibility for maintenance is hereby amended to add the following:

It shall be the responsibility of the home owner to maintain in operable condition, said smoke and carbon monoxide detection systems and fire extinguisher installed as required pursuant to this chapter.

SECTION 6: Chapter 152, Article IV, Section 152-26 Fees is hereby amended to add the following:

The application fee for a certificate of smoke detector, carbon monoxide detector and fire extinguisher compliance (CSACMAPFEC), as required by N.J.A.C. 5:70-2.3 and 5:70-4.19 shall be based upon the amount of time remaining before the change of occupant is expected as follows:

- A. Requests for a CSACMAPFEC received more than 10 business days prior to the change of occupancy is \$45.00
- B. Requests for a CSACMAPFEC received 4 to 10 business days prior to the change of occupancy is \$90.00
- C. Requests for a CSACMAPFEC received fewer than 4 business days prior to the change of occupant is \$161.00
- D. Should a subsequent visit be required to satisfy the CSACMAPFEC compliance the fee for this visit is the same amount as the original fee.

SECTION 7: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 8: 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 9: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>July 11, 2018</i>
<i>PUBLICATION:</i>	<i>July 16, 2018</i>
<i>PASSAGE:</i>	<i>August 8, 2018</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, July 11, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 8, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 17, 2018

AN ORDINANCE AMENDING, REVISING AND SUPPLEMENTING CHAPTER 124, DEVELOPMENT FEES OF THE CODE OF THE CITY OF LINWOOD TO COMPLY WITH A SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CORPORATION AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT THEREWITH

BE IT ORDAINED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey that Chapter 124, Development Fees, of the Code of the City of Linwood be and hereby is amended in its entirety by deleting the existing Chapter and replacing it as follows:

SECTION 1:

Chapter 124: **Development Fees**

§ 124-1 **Purpose.**

§ 124-2 **Basic requirements.**

§ 124-3 **Definitions.**

§ 124-4 **Residential development fees.**

§ 124-5 **Nonresidential development fees.**

§ 124-6 **Collection procedures.**

§ 124-7 **Affordable Housing Trust Fund.**

§ 124-8 **Use of funds.**

§ 124-9 **Monitoring.**

§ 124-10 **Ongoing collection of fees.**

§ 124-1 **Purpose.**

A.

In *Holmdel Builder's Association V. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

B.

Pursuant to P.L. 2008, c. 46 Section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.

C.

This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c. 46, Sections 8 and 32 through 38(C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing in accordance with a Court-approved Spending Plan.

§ 124-2 **Basic requirements.**

A.

This chapter shall not be effective until approved by the Court.

B.

The City of Linwood shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan)

§ 124-3 **Definitions.**

The following terms, as used in this chapter, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT

A development included in the Housing Element and Fair Share Plan and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent affordable development.

COAH or COUNCIL

The New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state.

DEVELOPER

The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE

Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

EQUALIZED ASSESSED VALUE

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES

Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 124-4 **Residential development fees.**

A.

Imposed fees.

(1)

Within the zoning districts allowing residential development, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1 1/2% of

the equalized assessed value for residential development, provided that no increased density is permitted.

(2)

When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d variance") has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

(3)

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1 1/2% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided that zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B.

Eligible exactions, ineligible exactions and exemptions for residential development.

(1)

Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

(2)

Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

(3)

Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

(4)

Development fees shall not be imposed and collected on single-family residential structures.
[Added 10-27-2010 by Ord. No. 15-2010; amended 2-22-2012 by Ord. No. 4-2012]

§ 124-5 Nonresidential development fees.

A.

Imposed fees

(1)

Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2 1/2% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.

(2)

Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2 1/2% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.

(3)

Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2 1/2% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B.

Eligible exactions, ineligible exactions and exemptions for nonresidential development.

(1)

The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the development fee of 2 1/2% unless otherwise exempted below.

(2)

The fee of 2 1/2% shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

(3)

Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, State of New Jersey Non-Residential Development Certification/Exemption Form. Any exemption claimed by a developer shall be substantiated by that developer.

(4)

A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46 shall be subject to it at such time as the basis for the exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.

(5)

If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the City of Linwood as a lien against the real property of the owner.

(6)

Developers of municipal buildings and houses of worship shall be exempt from paying a development fee.

§ 124-6 Collection procedures.

A.

Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

B.

For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, State of New Jersey Non-Residential Development Certification/Exemption, to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C.

The construction official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.

D.

Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

E.

The construction official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

F.

Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development, calculate the development fee, and thereafter notify the developer of the amount of the fee.

G.

Should the City of Linwood fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).

H.

Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

I.

Appeal of development fees.

(1)

A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the City of Linwood. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(2)

A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an

interest-bearing escrow account by the City of Linwood. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 124-7 Affordable Housing Trust Fund.

A.

There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

B.

The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

(1)

Payments in lieu of on-site construction of affordable units;

(2)

Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;

(3)

Rental income from municipally operated units;

(4)

Repayments from affordable housing program loans;

(5)

Recapture funds;

(6)

Proceeds from the sale of affordable units; and

(7)

Any other funds collected in connection with the City of Linwood's affordable housing program. In the event of a failure by the City of Linwood to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the City of Linwood, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

D.

All interest accrued in the Housing Trust Fund shall only be used on eligible affordable housing activities approved by the Court

§ 124-8 Use of funds.

A.

The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the Housing Trust Fund may be used for any activity approved by the Court to address the City of Linwood's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted by the Court and specified in the approved spending plan.

B.

Funds shall not be expended to reimburse the City of Linwood for past housing activities.

C.

At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.

(1)

Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.

(2)

Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner may entitle the City of Linwood to bonus credits pursuant to N.J.A.C. 5:97-3.7.

(3)

Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D.

The City of Linwood may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.

E.

No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the Affordable Housing Trust Fund.

§ 124-9 Monitoring.

The City of Linwood shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the City), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Linwood's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

§ 124-10 Ongoing collection of fees.

The ability for the City of Linwood to impose, collect and expend development fees shall expire with its repose period covered by its Judgment of Compliance unless the City of Linwood has filed an adopted Housing Element and Fair Share Plan with the Court, Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance, and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan. If the City of Linwood fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the New Jersey Affordable Housing Trust Fund established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). The City of Linwood shall not impose a residential

development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the City of Linwood retroactively impose a development fee on such a development. The City of Linwood shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

SECTION 2: All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 3: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4: This Ordinance shall take effect upon passage and publication as provided by law.

<i>FIRST READING:</i>	<i>July 11, 2018</i>
<i>PUBLICATION:</i>	<i>July 16, 2018</i>
<i>PASSAGE:</i>	<i>August 8, 2018</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, July 11, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 8, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

RESOLUTION No. 123, 2018

A RESOLUTION AWARDING THE CONTRACT TO AIRPOWER INTERNATIONAL, INC. FOR THE FURNISHING & DELIVERY OF ONE CASCADE SYSTEM FOR THE LINWOOD FIRE DEPARTMENT

WHEREAS, the City of Linwood received bids for The Furnishing & Delivery of One Cascade System in the City of Linwood on Wednesday, May 23, 2018 at 10:00 a.m. prevailing time; and

WHEREAS, three bids were submitted with two identical low bids in the amount of \$38,000 by Airpower International, Inc. and Air & Gas Technologies; and

WHEREAS, all bids submitted have been received, reviewed and the Fire Department has recommended to award the bid to Airpower International, Inc. based on the following;

- 1) Airpower International, Inc. meets the specifications for bid;
- 2) The Linwood Fire Department has a positive past relationship with Airpower International, Inc.;
- 3) The Linwood Fire Department has an existing service contract with Airpower International, Inc. that will carry over to the new system;

WHEREAS, the Common Council of the City of Linwood is desirous of awarding said bid to Airpower International, Inc. based on the recommendation from the Fire Department;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Contract for the Furnishing & Delivery of One Cascade System be and is hereby awarded to Airpower International, Inc., 7303 River Road, Pennsauken, New Jersey 08110, for the Base Bid amount of \$38,000.00, as set forth in the bid submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with Airpower International, Inc. in accordance with the terms and conditions set forth in the bid/proposal submitted;

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 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 11th day of July, 2018.

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: 06-05-18
Re: Availability of Funds-Fire Cascade System

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$38,000.00 are available under the Capital Ordinance 4-2018 B Fire Department Vehicles and Equipment. Funds will be encumbered to Air Power International 7303 River Road Pennsauken, NJ 08110.

**Bid Opening Minutes for
Furnishing and Delivery of One Cascade System
May 23, 2018**

Present: Leigh Ann Napoli, Municipal Clerk
Anthony Strazzeri, CFO

Mrs. Napoli called the bid opening to order at 10:00 a.m.

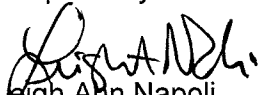
Mrs. Napoli announced that three bids were received. She opened the bids and read the bid amounts. The bid results are as follows:

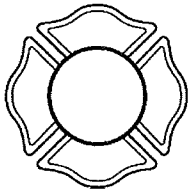
<u>Contractor</u>	<u>Address</u>	<u>Base Bid</u>
Air & Gas Technologies	42 Industrial Drive Cliffwood Beach, NJ 07735	\$38,000.
Airpower International, Inc.	7303 River Road Pennsauken, NJ 08110	\$38,000.
Nat Alexander Company	121 No. White Horse Pike Laurel Springs, NJ 08021	\$38,900.

Mrs. Napoli noted that all paper work appears to be in order and that the bid will be submitted to the City Solicitor for review. City Council could choose to accept or reject any bid and a decision will be announced at a future Council meeting.

Mrs. Napoli called the meeting to close at 10:03 a.m.

Respectfully submitted,

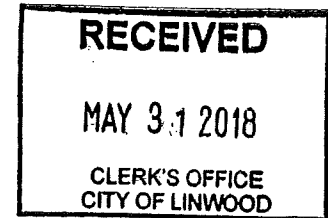

Leigh Ann Napoli
Municipal Clerk



City of Linwood
FIRE DEPARTMENT
750 Lincoln Ave
Linwood, NJ 08221
(609) 927-6611



Councilman Brian Heun
Chair of Public Safety Committee
400 Poplar Ave.
Linwood NJ 08221



Councilman Heun, This letter is to inform you that the Fire Department has made a decision on the selection of a vendor for the Cascade System. The Fire Department has chosen Airpower International for the following reasons. Airpower International meets the specifications of the bid, we have a past relationship with them as well. There is also a cost saving measure for the city, we have an existing service contract with Airpower International that will carry over to the new system. There will be a smooth transition being that we have had an excellent working relationship with Airpower International. Thank you for your time in this matter. As always, any questions please feel free to contact me.

Jay Loder
Captain

BID PROPOSAL FORM

The undersigned having carefully examined the Bid Documents together with any addenda issued thereto, hereby proposes to furnish and deliver one CASCADE SYSTEM, in strict accordance with the Bid Documents and to the full and entire satisfaction of the City for the sum of:


Base Bid Thirty-Eight Thousand 00/100 Dollars
(Amount in Words)

\$ 38,000.00
(Amount in numbers)

No Exceptions Taken

NAME OF THE PROPOSER: Airpower International Inc.

NAME OF AUTHORIZED SIGNATORY: Steven Furst

AUTHORIZED SIGNATORY SIGNATURE: 

DATE: 5/14/18

CONTACT ADDRESS:

7303 River Road

Pennsauken, NJ 08110

PHONE #: 856-663-1711

E-MAIL ADDRESS: steve@airpower-intl.com

OPTIONS:

- #1- As per Specifications page 32. Total Cost \$3,500.00
- #2- As per Specifications page 32. Total Cost \$1,500.00

RESOLUTION No. 131, 2018

A RESOLUTION AUTHORIZING A REFUND TO TRICIA ANNE SOULE WITH REGARD TO TRAFFIC CONTROL FEES

WHEREAS, Tricia Anne Soule paid \$1,200.00 for traffic control on Shore Road with regard to the paving of a driveway at 1038 Shore Road in the City of Linwood; and

WHEREAS, traffic control was not utilized; and

WHEREAS, Tricia Ann Soule has requested that her funds in the amount of \$1,200.00 be refunded; and

WHEREAS, the Common Council of the City of Linwood is desirous of authorizing said refund;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City be and is hereby duly authorized, empowered and directed to issue a draft in the amount of \$1,200.00 payable to Tricia Anne Soule, 1038 Shore Road, Linwood, NJ 08221 as a refund of traffic control fees paid to 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 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 132, 2018

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED WITH REGARD TO A DUMPSTER PERMIT

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 on June 8, 2018 by Garden State Land Company for work being performed at 1601 Shore Road in the City of Linwood; and

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

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

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to Garden State Land Company, 6601 Ventnor Avenue, Ventnor, NJ 08406 as unused escrow funds.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 133, 2018

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED WITH REGARD TO A DUMPSTER PERMIT

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 on April 23, 2018 by ProCrete LLC for work being performed at 207 Alexander Drive in the City of Linwood; and

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

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

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to ProCrete LLC, PO Box 492, Linwood, NJ 08221 as unused escrow funds.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 134, 2018

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR DONATIONS TO THE POLICE K-9 PROGRAM REQUIRED BY N.J.S.A. 40A:5-29

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:5-29 provides for donations to the Police K-9 Program by the municipality to provide for the operating costs to administer this act; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the donations to the Police K-9 Program are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement;

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of donations to the Police K-9 Program.
2. The Clerk of the City of Linwood, County of Atlantic, is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

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 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 135, 2018

A RESOLUTION AWARDING THE CONTRACT TO COMMAND FIRE APPARATUS FOR THE FURNISHING & DELIVERY OF ONE USED AERIAL LADDER FOR THE LINWOOD FIRE DEPARTMENT

WHEREAS, the City of Linwood received bids for The Furnishing & Delivery of One Used Aerial Ladder in the City of Linwood on Wednesday, June 27, 2018 at 10:00 a.m. prevailing time; and

WHEREAS, the bids submitted have been received, reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Contract for the Furnishing & Delivery of One Used Aerial Ladder be and is hereby awarded to Command Fire Apparatus, 20 Wildflower Lane, Lancaster, Pennsylvania 17603, for the Base Bid amount of \$150,000.00, as set forth in the bid submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with Command Fire Apparatus in accordance with the terms and conditions set forth in the bid/proposal submitted;

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 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

**Bid Opening Minutes for
Furnishing and Delivery of One Used Aerial Ladder**

June 27, 2018

Present: Leigh Ann Napoli, Municipal Clerk
Mary Cole, Deputy Municipal Clerk

Mrs. Napoli called the bid opening to order at 10:00 a.m.

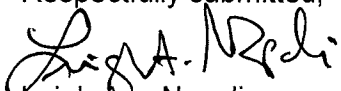
Mrs. Napoli announced that one bid was received. She opened the bid and read the bid amount. The bid results are as follows:

<u>Contractor</u>	<u>Address</u>	<u>Base Bid</u>
Command Fire Apparatus	20 Wildflower Lane Lancaster, PA 17603	\$150,000.

Mrs. Napoli noted that all paper work appears to be in order and that the bid will be submitted to the City Solicitor for review. City Council could choose to accept or reject any bid and a decision will be announced at a future Council meeting.

Mrs. Napoli called the meeting to close at 10:03 a.m.

Respectfully submitted,



Leigh Ann Napoli
Municipal Clerk

BID PROPOSAL FORM


The undersigned having carefully examined the Bid Documents together with any addenda issued thereto, hereby proposes to furnish and deliver one USED AERIAL LADDER, in strict accordance with the Bid Documents and to the full and entire satisfaction of the City for the sum of:

Base Bid One hundred fifty thousand ⁰⁰/₁₀₀ Dollars
(Amount in Words)

\$ 150,000.00
(Amount in numbers)

NAME OF THE PROPOSER COMMAND SCHOOL INC., db/a Command Fire Apparatus, Pennsylvania

NAME OF AUTHORIZED SIGNATORY: GLENN USDIN

AUTHORIZED SIGNATORY SIGNATURE:  PRESIDENT

DATE: 6/20/18

CONTACT ADDRESS:

20 Wildflower Lane
Lancaster PA 17603

PHONE #: 717-735-0206 fax 717-735-0228

E-MAIL ADDRESS: glenn@selfiretrucks.com

RESOLUTION No. 136, 2018

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2018-16,
TO OUR LADY OF SORROWS CHURCH

WHEREAS, Our Lady of Sorrows Church has applied for a Raffle License to conduct games on November 10, 2018; and

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 Legalized Games of Chance Control Commission
 124 Halsey Street, 6th Floor, P.O. Box 46000
 Newark, New Jersey 07101
 (973) 273-8000

Application for a Raffle License

Application No. RA 16-2018
 Identification No. 257-1-14250

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: LINWOOD

Part A - General

- Name of applying organization: OUR LADY OF SORROWS CHURCH
- Street address of headquarters: 724 MAPLE AVENUE, LINWOOD, NEW JERSEY 08221
 - Mailing address (if different):
- A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>NOVEMBER 10, 2018</u>	<u>9 P.M.</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- Address of place where raffles will be played: CHURCH HALL-WABASH AVENUE, LINWOOD, NJ 08221
- Does the applicant own the premises or regularly occupy them for its general purposes? Yes No
- If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>1ST PRIZE 33.34% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>2ND PRIZE 5% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>3RD PRIZE 5% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>4TH PRIZE 1.67% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>5TH PRIZE 1.67% OR PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>6TH PRIZE 1.67 OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>7TH PRIZE 1.67% OF PROCEEDS</u>	<u>CASH/CHECK</u>	<u>50/50 RAFFLE</u>
<u>LICENSE FEE</u>	<u>CITY OF LINWOOD</u>	<u>\$20.00</u>
<u>LICENSE FEE</u>	<u>STATE OF NEW JERSEY</u>	<u>\$20.00</u>
<u>PRINTING OF TICKETS</u>	<u>ADMIT ONE PRODUCTS</u>	<u>\$275.00</u>

Part I - Statement of Applicant and member(s) in charge

State of New Jersey } ss.
County of ATLANTIC

We do hereby each make the following statement, under oath, with respect to the foregoing application:

1. The applicant (is) (is not) limited in its activities to the furtherance of one or more authorized purposes as defined in the Raffles Licensing Law.
2. Prior to the issuance of any license to it to conduct games of chance, the applicant was actively engaged in serving one or more "authorized purposes."
3. The applicant has received and used, and in good faith expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than games of chance.
4. The conduct of the games on the occasion or occasions for which this application is made will be to raise and devote the entire net proceeds to the authorized purpose described in the application.
5. For each occasion for which a license is sought, one or more of the members listed who are familiar with the Raffles Licensing Law and the Rules and Regulations, will be in full charge of, and primarily responsible for, the conduct of the games.
6. No commission, salary, compensation, reward or recompense will be paid to any person for holding, operating or conducting or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed Compensated Workers pursuant to N.J.A.C. 13:47-6A. No prize may be offered and given in cash, except as otherwise provided by the Raffles Licensing Law (N.J.S.A. 5:8-50 et seq.). If a cash prize under certain circumstances is permitted by the law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law.
7. All statements in the foregoing application are true.

Sworn and subscribed to before me this
25 day of June, 20 18.

Billieann McClintock
Notary Public (Print name)

Billieann McClintock
Signature of Notary Public

Rev Paul D Harte, Pastor
Signature of Officer and Title

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge

Signature of Member-in-Charge



If more space is needed in any section of this application, insert extra sheets of paper.

Applicant's registration slip from the *Legalized Games of Chance Control Commission* must be presented to the Municipal Clerk with this application.

750 CLUB RAFFLE

OUR LADY OF SORROWS, 724 MAPLE AVE. LINWOOD, NJ 08221

All proceeds go to Our Lady of Sorrows Building Fund for upgrades and repairs to all the buildings.
ID 257-1-14250 RL ???????

GRAND PRIZE \$10,000

2ND PRIZE \$1,500

3RD PRIZE \$1,500

4TH PRIZE \$500

5TH PRIZE \$500

6TH PRIZE \$500

7TH PRIZE \$500

NOTE: The Grand Prize of \$10,000 is contingent upon the sale of all 750 tickets.

\$40 PER RAFFLE TICKET

Drawing is 9 P.M. - Saturday, November 10, 2018

Must be 18 year of age or older to participate. You need not be present to win.
(no substitution of prizes)

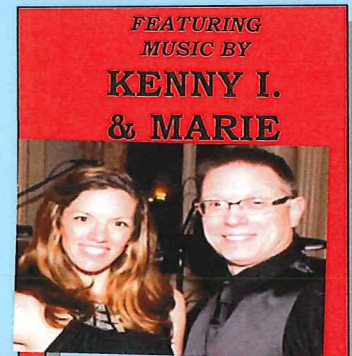
First 250 tickets sold will be eligible for a dinner at the Beef 'N Beer

Veteran's Day Beef 'N Beer & Lucky Number Auction

*The Party begins at 7:30 p.m. with a
Lucky Number Auction*

*Auction tickets sold that night in
the Annex Hallway.*

*Gift baskets will be on display in the first
classroom of the Annex.*



FEATURING
MUSIC BY
**KENNY I.
& MARIE**

Thank
You!

To our
Donor!

WEAR YOUR PATRIOTIC COLORS!

OUR LADY OF SORROWS - 750 CLUB RAFFLE
ID 257-1-14250 RL ????????

Name: _____ Date: _____
(please print first and last name)

Mailing Address: _____ Town: _____

State: _____ Zip: _____ Check # _____ Amount \$ _____ Cash Amount \$ _____

CONTACT TELEPHONE: _____

HOW MANY RAFFLE TICKETS WOULD YOU LIKE TO PURCHASE? _____

HOW MANY WILL BE ATTENDING THE DINNER? _____ (1 DINNER PER TICKET)

001



Our Lady of Sorrows 750 Club Ltd.

750 CLUB RAFFLE CERTIFICATE

GRAND PRIZE \$10,000 (33.34% proceeds)

- 2ND PRIZE \$1500 (5% proceeds) 3RD PRIZE \$1500 (5% proceeds)
- 4TH PRIZE \$500 (1.67% proceeds) 5TH PRIZE \$500 (1.67% proceeds)
- 6TH PRIZE \$500 (1.67% proceeds) 7TH PRIZE \$500(1.67% proceeds)

Proceeds go to cover building upgrade expenses for Our Lady of Sorrows Church & Hall

Veteran's Day Drawing Party with Kenny I and Marie will be held Sat., November 10, 2018 7:30 p.m. to 10:00 p.m. in the Hall on Wabash Ave. Linwood, N.J. (only 250 seats available)

Ticket will be drawn at 9 p.m. YOU NEED NOT BE PRESENT TO WIN (No substitution of prizes)

Sold to: _____ Date: _____

Tickets are non-transferable. Must be 18 yrs. of age or older to participate. If gambling is a problem, dial 1-800-GAMBLER.

\$40 Share
I.D. 257-1-14250
??????
A Legal NJ
50/50

NOTE: This drawing is strictly limited to 750 Participants. The Grand Prize of \$10,000 is contingent upon the sale of all 750 tickets.

001



750 CLUB LTD.
RAFFLE CERTIFICATE
DRAWING: NOVEMBER 10, 2018
Veteran's Day Drawing Party
with Kenny I and Marie

I.D. 257-1-14250 ??

Name _____

Address _____

Telephone _____

____ I will be attending the Beef 'N Beer (ONLY 250 dinner/seats available)

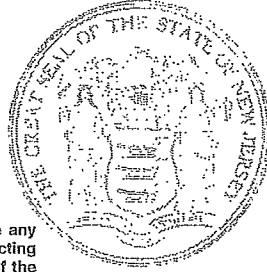
Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 01/01/2018

Expiration date: 12/31/2019

Registration identification: 257-1-14250

Our Lady of Sorrows Church
724 MAPLE AVE
LINWOOD, NJ 08221

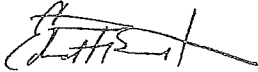


New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration.
This Registration Certificate may only be utilized by the above-named organization.

Mail to: OUR LADY OF SORROWS CHURCH
724 MAPLE AVE
LINWOOD, NJ 08221
Attn:


Edward F. Barrett, Secretary
Legalized Games of Chance Control Commission

RESOLUTION No. 137, 2018

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2018-17,
TO A PLACE FOR US, THE WOMEN'S CENTER

WHEREAS, A Place for us, The Women's Center has applied for a Raffle License to conduct games on September 28, 2018; and

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____



New Jersey Office of the Attorney General
 Division of Consumer Affairs
 Legalized Games of Chance Control Commission
 124 Halsey Street, 6th Floor, P.O. Box 46000
 Newark, New Jersey 07101
 (973) 273-8000

Application No. RA 17-2018
 Identification No. 349-4-35897

Application for a Raffle License

Submit four (4) copies of this application to the Municipal Clerk's office in the municipality where the games will be conducted.

Please print clearly.

Name of municipality: Linwood

Part A - General

1. Name of applying organization: A Place For Us, The Women's Center
 2a. Street address of headquarters: 1201 New Road, Linwood, NJ 08221
 b. Mailing address (if different): _____

3. A license is requested to conduct raffles of the kind stated on the date, or on each of the dates, and during the hours listed (use a separate application for each type of raffle).

Date	Hours	Date	Hours
<u>September 28, 2018</u>	<u>noon</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 4a. Address of place where raffles will be played: _____
- b. Does the applicant own the premises or regularly occupy them for its general purposes? Yes No
5. If raffles equipment is to be rented, attach a statement by the raffles equipment lessor to this application on Form 13.

Part B - Schedule of Expenses

The items of expense intended to be incurred or paid in connection with the games listed in this application, the names and addresses of the persons to whom each item is to be paid, and the purpose for which each item is to be paid, are:

Item of Expense	Name and address of supplier	Purpose
<u>\$2500</u>	<u>Boscov's Travel 6725 Black Horse Pike, Egg Harbor Twp, NJ</u>	<u>Raffle Fundraiser</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 02/05/2018

Expiration date: 02/05/2020

Registration identification: 349-4-35897

A Place For Us Atlantic Cty Womens Ctr
1201 NEW RD STE 128
LINWOOD, NJ 08221



New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration. This Registration Certificate may only be utilized by the above-named organization.

Mail to: A PLACE FOR US ATLANTIC CTY WOMENS CTR
1201 NEW RD STE 128
LINWOOD, NJ 08221

Attn:


Edward F. Barrett, Secretary
Legalized Games of Chance Control Commission

No.000

NAME _____

EMAIL _____

PHONE _____

The Women's Center- Dream
Destination Raffle Drawing
September 28, 2018, 12pm

ID: 349-4-35897 LIC: 2018

The Women's Center
Dream Destination Raffle to.....
ANYWHERE!!

No.000

Choose the Vacation of Your Choice with a Boscov's Travel Gift Certificate Valued at \$2500

Ticket Price \$10.00

«»

Maximum Prize Value \$2500

Drawing: Friday, September 28, 2018, 12PM

The Women's Center, 1201 New Rd, Linwood, NJ 08221

SPONSORED BY HOLMAN ENTERPRISES

All proceeds benefit The Women's Center

No substitutions. No cash prize awarded.



Use of Barcode is optional. Barcode is not required for entry.

ID: 349-4-35897

Holman
ENTERPRISES

LIC: 09-2018

RESOLUTION No. 138, 2018

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

WHEREAS, the Alcove Center for Grieving Children and Families has requested permission for one temporary banner, measuring 43'x3', advertising their ice cream festival for July 15, 2018 at Memorial Park; and

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

WHEREAS, temporary signage needs approval by City Council; and

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

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

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

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

BE IT FURTHER RESOLVED, that the banner shall be permitted for a period beginning on July 2, 2018 and ending on July 16, 2018.

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 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____



Dennis Levinson
County Executive

Atlantic County

Department of Regional Planning and Development

June 26, 2018

John Peterson
- Department Head

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

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

Office of GIS

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

RE: PERMIT FOR HANGING BANNER ACROSS A COUNTY ROAD

Dear Ms. Catrambone:

We have received your completed application, indemnification agreement and certificate of insurance. Your application to install a banner across Shore Road (CR 585) at Maple Avenue in Linwood to promote your fundraiser is hereby approved. According to your application, the banner is to be displayed from Monday, July 2 to Monday, July 16, 2018.

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

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

Very truly yours,

Mark Shourds
County Engineer

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



P.O. Box 719 • New Road and Dolphin Avenue • Northfield, New Jersey 08225-0719

Visit our web site at: <http://www.aclink.org>

Atlantic County is an Equal Opportunity Employer



RESOLUTION No. 139, 2018

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Triad Associates, 1301 W. Forest Grove Road, Vineland, NJ 08360, is hereby hired for an amount not to exceed \$5,000.00 as set forth in the proposal submitted, which is attached hereto and incorporated herein;

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

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

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: 7-10-18
Re: Availability of Funds-COAH Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$5,000.00 will be available under the planning board operating budget. Funds will be encumbered to Triad Advisory Services, Inc., 1301 W Forest Grove Road Vineland, NJ 08360-1501.



June 25, 2018

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

Re: Proposal for Accessory Apartment Services
City of Linwood

Dear Ms. Napoli:

Enclosed please find a Proposal to provide Accessory Apartment Implementation Services for the City of Linwood. All services provided are to be in accordance with the provisions of the Fair Housing Act and the Uniform Housing Affordability Control (UHAC) regulations (N.J.A.C. 5:80-26.1 et seq.).

Our professional team has extensive experience carrying out a multitude of affordable housing related tasks including, but not limited to: Administrative Agent services, Market to Affordable Program Management and Implementation, preparation of Affirmative Action Plans, preparation of monitoring reports and Certifications for previous round affordable housing credits. Additionally, our professional team specializes in securing extraordinary resources to support the successful implementation of housing projects and objectives. Strategic planning with "action agendas" that address affordable housing goals is the hallmark of Triad's success

Triad's staff has attended and successfully completed all required COAH continuing education opportunities, including Modules I through V of the COAH Education Program. Triad Associates currently provides Administrative Agent services to and/or is the designated Administrative Agent for the following municipalities and private developers:

- Borough of Berlin
- City of Brigantine Beach
- City of Burlington
- Cherry Hill Township (Cherry Hill Partners)
- Cinnaminson Township (K-Land, LLC)
- Borough of Clayton (Fernmoor Homes)
- Delanco (John Zell)
- Borough of Glassboro
- Township of Mansfield
- Township of Monroe
- Township of Medford
- Borough of Paulsboro
- Princeton (ROI Property Management)
- 2058 South Shore, LLC (Upper Township)
- Township of Upper
- City of Vineland
- Borough of Woodbine
- Washington Township, Gloucester County
- Borough of West Cape May
- Township of West Deptford
- Township of Willingboro
- Winslow Township (Tim Schaeffer Development)

New Jersey Office

1301 W. Forest Grove Rd., Vineland, NJ 08360
P 856.690.9590 F 856.690.5622

Pennsylvania Office

309 W. Glenside Ave., Glenside, PA 19038
P 215.576.1950 F 215.576.1940

Web

www.triadincorporated.com

On behalf of Triad Associates, I would like to thank you for the opportunity to provide your Borough with an effective and creative solution to their affordable housing staffing needs. We strongly believe that we can provide the experience and expertise necessary to assist with the implementation of the City of Linwood Accessory Apartment Program.

If in your review of our proposal you have any questions, please feel free to contact me or my Senior Associate, Katherine Packowski at (856) 690-9590.

Sincerely,



Michael L. Zumpino
Chairman/CEO

Enclosure

References:

The following table provides an abbreviated listing of professional references.

Company	Contact Person	Telephone	Address
Burlington, NJ	Robin Snodgrass Assistant Business Administrator	(609) 386-0200 ext. 110	525 High Street Burlington, NJ 08016
Maser Consulting P.A.	Tim Kernan, P.P.	(609) 390-1927 ext. 4406	500 Scarborough Drive, Suite 108 Egg Harbor Twp, NJ 08234
Clark Caton Hintz	Mary Beth Lonergan, P.P.	(609) 477-7309	Clarke Caton Hintz 100 Barrack Street Trenton, NJ 08608
Long Marmero & Associates, LLP	Albert Marmero, Esq.	(856) 848-6440	44 Euclid Street Woodbury, NJ 08096
Township of Medford	Katherine Burger	(609) 654-2608	17 N. Main Street Medford, NJ 08055
Parker McCay, LLC	Ronald C. Morgan, Attorney	(856) 596-8900	Three Greentree Centre 7001 Lincoln Dr West Marlton, NJ 08054
Shirley M. Bishop, P.P., LLC	Shirley M. Bishop, P.P., LLC	609-844-7720	100 Overlook Drive, Floor 2 Princeton, NJ 08540
Township of South Brunswick, NJ	Donald Sears, Esq. Attorney	(732) 329-4000	540 Ridge Road Monmouth Junction, NJ 08852
Borough of West Cape May, NJ	Peter Burke, Deputy Mayor	(609) 884-1005 ext. 1133	Borough Hall 732 Broadway West Cape May, NJ 08204- 1297
City of Vineland, NJ	Kenneth Heather Director of Community Development	(856) 563-5376	640 East Wood Street Room 315 Vineland NJ, 08360
Borough of Woodbine, NJ	William Pikolycky, Mayor	(609) 861-5301	Borough Hall 501 Washington Ave. Woodbine, NJ 08270

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (“Agreement”) made June 25, 2018 between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 (“Consultant”) and **CITY OF LINWOOD**, 400 Poplar Avenue, Linwood, New Jersey 08221 (“Principal”).

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

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

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

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

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

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

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


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

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

For **TRIAD ASSOCIATES**



Witness/Attest



Michael Zumpino
Chairman/CEO

Date: June 20, 2018

For **CITY OF LINWOOD**

Witness/Attest

By:

Date:

BILLING CONTACT INFORMATION:

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

Please Print

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

CERTIFICATION OF FUNDS

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

Signature

Date

Print Name & Title

EXHIBIT A
DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated June 25, 2018 between **TRIAD ASSOCIATES** ("Consultant") and the **CITY OF LINWOOD**, ("Principal").

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

SCOPE OF SERVICES: Accessory Apartment Program and Implementation Services

ACCESSORY APARTMENT PROGRAM IMPLEMENTATION SERVICES – Six (6) units

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

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

- iv. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1;
 - v. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located; and
 - vi. Employing a random selection process as provided in the Affirmative Marketing Plan of the Principal when referring households for certification to affordable units.
- c. Affordability Controls
- i. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
 - ii. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
 - iii. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the appropriate county's register of deeds or county clerk's office after the termination of the affordability controls for each restricted unit;
 - iv. Communicating with lenders regarding foreclosures; and
 - v. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- d. Resale and Rental
- i. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
 - ii. Instituting and maintaining an effective means of communicating information to low- and moderate-income households regarding the availability of restricted units for resale or rental.
- e. Processing Requests from Unit Owners
- i. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
 - ii. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;
 - iii. Notifying the Municipality of an owner's intent to sell a restricted unit; and
 - iv. Processing requests and making determinations on requests by owners of restricted units for hardship waivers.
- f. Enforcement
- i. Securing annually from municipalities lists of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
 - ii. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement

- that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- iii. The posting annually in all rental properties, including two-family homes, of a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent can be made;
 - iv. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
 - v. Establishing a program for diverting unlawful rent payments to the municipality's affordable housing trust fund or other appropriate municipal fund approved by the DCA;
 - vi. Establishing a rent-to-equity program;
 - vii. Creating and publishing a written operating manual, as approved by DCA, setting forth procedures for administering such affordability controls; and
 - viii. Providing annual reports to DCA as required.
- g. The Consultant shall have authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
3. **Principal's Responsibilities.** The Principal shall:
- a. Provide to the Administrative Agent the name, title and telephone number of the municipal official designated as the Municipal Housing Liaison to the Administrative Agent on all matters related to this Agreement;
 - b. Ensure that applicable local ordinances are not in conflict with, and enable efficient implementation of, the Rules and the provisions of this Agreement;
 - c. Monitor the status of all restricted units in the Municipality's Fair Share Plan;
 - d. Compile, verify, and submit annual reports as required by DCA/Courts;
 - e. Coordinate meetings with affordable housing providers and Consultant, as applicable;
 - f. Develop an Affirmative Marketing Plan and distribute to the Consultant;
 - g. Ensure that all restricted units are identified as affordable within the tax assessor's office and any Municipal Utility Authority (MUA). The municipality and MUA shall promptly notify the Consultant of a change in billing address, payment delinquency of two billing cycles, transfer of title, or institution of a writ of foreclosure on all affordable units; and
 - h. Provide all reasonable and necessary assistance to the Consultant in support of efforts to enforce provisions of the Act, the Rules, deed covenants, mortgages, court decisions or other authorities governing the affordability control services to be provided under the Agreement.
4. **Agency Enforcement and Delegation:** Under this Agreement, the Principal delegates to the Consultant, and the Consultant accepts, the primary responsibility for enforcing the substantive provisions of the Act and the Rules. However, if the Consultant fails to Act, the Principal shall retain ultimate responsibility for ensuring effective compliance with the Rules and the Consultant will come under the supervision of the Principal.
5. **Assignment of Affordable Housing Units:** This Agreement shall govern the provision of affordability control services for the following affordable housing units located within the individual municipalities that fall under the jurisdiction of the Act: Units to be specified upon receipt of Substantive Certification for the Municipality's Third Round Plan.

6. **Public Records:** Records received, retained, retrieved, or transmitted under the terms of this contract may constitute public records of the individual municipalities as defined by N.J.S.A. 47:3-16, and are legal property of the individual municipalities. The Consultant named in this contract must agree to administer and dispose of such records in compliance with the State's public records laws and associated administrative rules.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated June 25, 2018 between **TRIAD ASSOCIATES** ("Consultant") and the **CITY OF LINWOOD** ("Principal").

Principal agrees to pay the Consultant as follows:

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

I. ACCESSORY APARTMENT PROGRAM

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

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

B. Administrative Agent Services for Five (5) Rental Units:

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

C. Administrative Agent Services provided to the Municipality

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

METHOD OF PAYMENT:

- Monthly invoices will be submitted for services performed by the Consultant for the provision of all Accessory Apartment/Administrative Agent Services identified in Exhibit A.
- Principal shall process all invoices for payment upon receipt.

UNSPECIFIED SERVICES: Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified services will be performed upon prior authorization from the Principal. Our current hourly rates are shown on below.

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

RESOLUTION NO. 140, 2018

**A RESOLUTION OF THE CITY OF LINWOOD REGARDING ANY
SHORTFALLS ASSOCIATED WITH THE PROVISION OF AFFORDABLE
HOUSING AS SET FORTH IN THE CITY'S ADOPTED HOUSING ELEMENT
AND FAIR SHARE PLAN**

WHEREAS, the City of Linwood, Atlantic County, has requested the Superior Court for a Judgment of Compliance and Repose of its adopted Housing Element and Fair Share Plan; and

WHEREAS, the plan submitted to the Court allocates funds for accessory apartments and group home bedrooms; and

WHEREAS, the City of Linwood anticipates that funding will come from developer fees collected and projected and from the Atlantic County Improvement Authority (ACIA) Rehabilitation Program; and

WHEREAS, it is the Court's position that the City of Linwood must allocate funds for the provision of affordable housing as set forth in the City's adopted Housing Element and Fair Share Plan; and

WHEREAS, in the event that the above funding sources prove inadequate to complete the affordable housing programs included in the City of Linwood's Housing Element and Fair Share Plan, the City of Linwood shall take all appropriate actions to secure and make available sufficient funding from all sources to address any shortfalls.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Linwood, Atlantic County, that the Common Council does hereby agree to take appropriate actions, consistent with law, to fund any shortfall in its approved affordable housing programs that may arise whether due to inadequate funding from other sources or for any other related reason; and

BE IT FURTHER RESOLVED that any shortfall may also be funded by bonding if there are no other resources, provided, however, that the City should first utilize all other funding sources available to it, including but not limited to, development fees.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 141, 2018

A RESOLUTION APPROVING THE APPLICATION OF ATLANTIC CITY COUNTRY CLUB 1 LLC FOR RENEWAL OF PLENARY RETAIL CONSUMPTION LICENSE NO. 0114-33-001-005 FOR 2018-2019

WHEREAS, the City of Linwood authorized the transfer of a Liquor License to Atlantic City Country Club 1 LLC located at 199 New Road, Units 59-60, Linwood, NJ by Resolution No. 124 of 2018; and

WHEREAS, an application from Atlantic City Country Club 1 LLC for renewal of plenary retail consumption license No. 0114-33-001-005 for 2018-2019 has been submitted along with the payment of the appropriate municipal fee and state fee; and

WHEREAS, the City of Linwood has not received any objections to the renewal of the aforesaid license; and

WHEREAS, the application and all riders thereto have been reviewed and approved; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the application from Atlantic City Country Club 1 LLC for renewal of plenary retail consumption license No. 0114-33-001-005 for 2018-2019 be and is hereby granted.

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 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 142, 2018

A RESOLUTION AWARDING THE CONTRACT TO AMERICAN PIPE CLEANING, LLC FOR CONTRACT NO. 17 - 2018 VIDEO INSPECTION AND MAIN CLEANING

WHEREAS, the City of Linwood received bids for Contract No. 17 - 2018 Video Inspection and Main Cleaning in the City of Linwood on Tuesday, July 10, 2018 at 10:00 a.m. prevailing time; and

WHEREAS, the bids submitted have been received, reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Contract for Contract No. 17 - 2018 Video Inspection and Main Cleaning be and is hereby awarded to American Pipe Cleaning, LLC, P.O. Box 2043, Ocean, New Jersey 07712 for the Base Bid amount of \$38,611.33 as set forth in the bid submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with American Pipe Cleaning, LLC in accordance with the terms and conditions set forth in the bid/proposal submitted;

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 11th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of July, 2018.

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: 07-10-18
Re: Availability of Funds-Sewer Video Inspection and Main Cleaning

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$38,611.33 are available under Capital Ordinance #4-2018D Sewer Improvements. Funds will be encumbered to American Pipe Cleaning LLC PO Box 2043 Ocean, NJ 07712.

PROPOSAL
to the
CITY OF LINWOOD
ATLANTIC COUNTY, NEW JERSEY

2018 VIDEO INSPECTION & MAIN CLEANING
CONTRACT NO. 17

Item 1 MOBILIZATION & PERMITS

1 LUMP SUM @ \$ 500.00 per LS \$ 500.00

five hundred dollars and no cents
(Write Unit Price)

Item 2 CLEANING, JETTING, & VIDEO INSPECTION - 8" SANITARY SEWER

16,768 @ \$ 1.81 per LF \$ 30,350.08

one dollar and eighty one cents
(Write Unit Price)

Item 3 CLEANING, JETTING, & VIDEO INSPECTION - 10" SANITARY SEWER

3,625 LF @ \$ 1.81 per LF \$ 6,561.25

one dollar and eighty one cents
(Write Unit Price)

Item 4 MAINTENANCE & PROTECTION OF TRAFFIC

1 LUMP SUM @ \$ 1200.00 per LS \$ 1200.00

one thousand two hundred dollars
(Write Unit Price) and no cents

TOTAL BASE BID (Items 1 through 4)
THE TOTAL PRICE OF:

thirty eight thousand six hundred
eleven dollars and thirty three cents
(Write Total Price in Words and Numbers)

\$38,611.33