

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
October 26, 2016
6:00 P.M.

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

1. Roll Call Mayor DePamphilis ___ Mr. Beinfest _____ Mrs. DeDomenicis _____
 Mr. Ford _____ Mr. Gordon _____ Mr. Heun _____
 Mr. Matik _____ Mr. Paolone _____
- Also Present: Mr. Youngblood _____ Mrs. Napoli _____ Mr. Polistina _____
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. Resolution waiving a Construction Permit Fee for Mainland United Soccer Association
 2. Ordinance amending Chapter 119 Construction Code Fees – first reading
7. Councilman Gordon
 A. Engineering
8. Councilman Heun
 A. Public Safety
9. Councilman Matik
 A. Revenue & Finance
 1. Ordinance amending City Code on Police Department promotional procedures – final reading
 2. Resolution authorizing a refund of a tax overpayment for 507 Wilson Avenue
 B. Emergency Management
 1. Resolution authorizing approval of an Emergency Management Shared Service Shelter Agreement
10. Councilman Paolone
 A. Administration
 1. Resolutions awarding Raffle and Bingo Licenses to Our Lady of Sorrows for 2017
 2. Prequalification to bid for liquor license
11. Mr. Youngblood

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
October 26, 2016**

CALL TO ORDER

FLAG SALUTE Councilman Todd Gordon

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCES

- 6 OF 2016** AN ORDINANCE AMENDING CHAPTER 56 POLICE DEPARTMENT, ARTICLE IV, PROMOTIONAL PROCEDURES, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: October 13, 2016
PUBLICATION: October 19, 2016
PASSAGE: October 26, 2016
- 8 OF 2016** AN ORDINANCE AMENDING CHAPTER 119 CONSTRUCTION CODES, UNIFORM, SECTION 119-3 FEES OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: October 26, 2016
PUBLICATION: October 31, 2016
PASSAGE: November 9, 2016

RESOLUTIONS WITHIN CONSENT AGENDA

All matters listed under item, **Consent Agenda**, are considered to be routine by City Council, and will be enacted by one motion in the form listed. Any items requiring expenditure are supported by a Certification of Availability of Funds and any item requiring discussion will be removed from the Consent Agenda and discussed separately. All Consent Agenda items will be reflected in full in the minutes.

- 152-2016** A Resolution authorizing the refund of a tax overpayment for 507 Wilson Avenue
- 153-2016** A Resolution waiving a Construction Permit Fee
- 154-2016** A Resolution authorizing the issuance of a Raffle License, #2017-01, to Our Lady of Sorrows
- 155-2016** A Resolution authorizing the issuance of a Bingo License, #2017-01, to Our Lady of Sorrows Church
- 156-2016** A Resolution authorizing approval of an Emergency Management Shared Service Shelter Agreement among Linwood, Northfield, and Somers Point

NEW BUSINESS

- 157-2016** A Resolution qualifying Gerald Bird of GLB Management, LLC to bid on a Liquor License in the City of Linwood

APPROVAL OF BILL LIST: \$1,120,250.94

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 6, 2016

AN ORDINANCE AMENDING CHAPTER 56 POLICE DEPARTMENT, ARTICLE IV, PROMOTIONAL PROCEDURES, 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 56 Police Department, Article IV, Promotional Procedures, Section 56-15, General procedures, G only is hereby amended to read as follows:

G. The written and oral examinations (Sergeant) or oral examinations (Lieutenant, Captain and Chief) for each rank will be conducted by the Examination Committee as provided for in § **56-18** of these procedures.

SECTION 2: Chapter 56 Police Department, Article IV, Promotional Procedures, Section 56-16, Qualifications, B and B(4) only are hereby amended to read as follows:

B. To be eligible to sit for examination for rank of Lieutenant the candidate shall:

B (4) Have held the rank of Sergeant in the Linwood City Police Department for at least three years, including acting and permanent time, which must be continuous and uninterrupted, next preceding the date of the examination.

SECTION 3: Chapter 56 Police Department, Article IV, Promotional Procedures, Section 56-16, Qualifications, C and D are to be added:

C. To be eligible to sit for the examination for rank of Captain the candidate shall:

- (1) Have served as a patrolman in the Linwood City Police Department.
- (2) Be a present member of the Linwood City Police Department.
- (3) Have served as a full-time member of the Linwood City Police Department for at least five years continuously next preceding the examination date.
- (4) Have held the rank of Lieutenant in the Linwood City Police Department for at least three years, including acting and permanent time, which must be continuous and uninterrupted, next preceding the date of the examination.
- (5) As an individual applicant, not have any more than three suspensions for the three years immediately preceding the date of the promotional examination.

D. To be eligible to sit for the examination for rank of Chief the candidate shall:

- (1) Have served as a patrolman in the Linwood City Police Department.
- (2) Be a present member of the Linwood City Police Department.

(3) Have served as a full-time member of the Linwood City Police Department for at least five years continuously next preceding the examination date.

(4) Have held the rank of Lieutenant or Captain in the Linwood City Police Department for at least three years, including acting and permanent time, which must be continuous and uninterrupted, next preceding the date of the examination.

(5) As an individual applicant, not have any more than three suspensions for the three years immediately preceding the date of the promotional examination.

SECTION 4: Chapter 56 Police Department, Article IV, Promotional Procedures, Section 56-17, Tests, point allocations and promotion criteria is hereby amended to read as follows:

Once determined to be eligible for promotion, the following criteria will be utilized by the City to determine which officer will be promoted. A maximum score of 100 points will be possible. All tests and point allocation shall be prepared and administered in accordance with the guidelines as set forth herein. The City reserves the right to choose one of the top three scoring candidates.

I. Rank of Sergeant

A. Written test.

- (1) The written test shall consist of law enforcement material related to the rank being tested for as determined by the Examination Committee. Each officer taking the written examination must be given the exact same test.
- (2) A maximum of 20 points shall be allocated according to the following schedule:

Score	Number of Points
95 to 100	20
90 to 94	17
85 to 89	14
80 to 84	11
75 to 79	8
70 to 74	5
Below	0

B. Oral test.

- (1) The oral test shall consist of 10 questions prepared by the Examination Committee just prior to the time of the test. Questions must be related to the law enforcement profession and for the rank being tested for as determined by the Examination Committee. Each officer taking the oral examination must be asked exactly the same questions.
- (2) A maximum of 20 points shall be allocated according to the following schedule:

Score	Number of Points
95 to 100	20
90 to 94	17
85 to 89	14
80 to 84	11
75 to 79	8
70 to 74	5
Below	0

C. Job performance.

- (1) Evaluations shall be in the following two areas of officer performance (as noted in § 56-18F):
 - (a) The officer's demonstrated leadership and responsibility.
 - (b) The officer's demonstrated job knowledge.
- (2) These are the two areas to be considered in evaluating the officer's performance.
- (3) A total of 20 points to be allocated for job performance may range from zero to 20 points. The evaluators, as explained in this section, are not bound to the following breakdown, but, rather, this is presented merely as a guide:

Evaluation	Number of Points
Excellent	20
Good	15
Fair	10
Needs improvement	5
Poor	0

D. Seniority.

- (1) Credit will be given for each year of completed full-time police service as a police officer with the Linwood Police Department.

(2) A maximum of 20 points will be allocated, with one point given for each year of service.

E. College achievement. For obtaining the advantages of a higher education from an accelerated college or university, a maximum of 10 points shall be allocated, according to the following schedule:

Number of Credited Hours/Degree	Number of Points
32	2
64/Associate's	4
96	6
128/Bachelor's	8
160/Master's	10

F. Personal interview.

(1) Each eligible candidate will be interviewed by the Mayor and Chief of Police. Considerations under this criteria shall include at least the following:

- (a) Performance by the candidate in the oral interview.
- (b) Leadership abilities of the applicant.
- (c) Decision making abilities of the applicant.

(2) A maximum of 10 points will be allocated for the personal interview based upon the aforementioned criteria.

II. Rank of Lieutenant, Captain and Chief

A. Oral test.

(1) The oral test shall consist of 10 questions prepared by the Examination Committee just prior to the time of the test. Questions must be related to the law enforcement profession and for the rank being tested for as determined by the Examination Committee. Each officer taking the oral examination must be asked exactly the same questions.

(2) A maximum of 30 points shall be allocated according to the following schedule:

Score	Number of Points
95 to 100	30
90 to 94	25
85 to 89	20

Score	Number of Points
80 to 84	15
75 to 79	10
70 to 74	5
Below	0

B. Job performance.

(1) Evaluations shall be in the following two areas of officer performance (as noted in § 56-18F):

- (a) The officer's demonstrated leadership and responsibility.
- (b) The officer's demonstrated job knowledge.

(2) These are the two areas to be considered in evaluating the officer's performance.

(3) A total of 30 points to be allocated for job performance may range from zero to 30 points. The evaluators, as explained in this section, are not bound to the following breakdown, but, rather, this is presented merely as a guide:

Evaluation	Number of Points
Excellent	30
Good	25
Fair	20
Needs improvement	10
Poor	0

C. Seniority.

(1) Credit will be given for each year of completed full-time police service as a police officer with the Linwood Police Department.

(2) A maximum of 20 points will be allocated, with one point given for each year of service.

D. College achievement. For obtaining the advantages of a higher education from an accelerated college or university, a maximum of 10 points shall be allocated, according to the following schedule:

Number of Credited

Hours/Degree

Number of Points

32	2
64/Associate's	4
96	6
128/Bachelor's	8
160/Master's	10

E. Personal interview.

(1) Each eligible candidate will be interviewed by the Mayor and Chief of Police. Considerations under this criteria shall include at least the following:

- (a) Performance by the candidate in the oral interview.
- (b) Leadership abilities of the applicant.
- (c) Decision making abilities of the applicant.

(2) A maximum of 10 points will be allocated for the personal interview based upon the aforementioned criteria.

SECTION 5: Chapter 56 Police Department, Article IV, Promotional Procedures, Section 56-18, Rules and regulations for conduction tests, G, H, I, J, K, and M only are hereby amended to read as follows:

G. The written and/or oral test will be given by the South Jersey Police Chiefs' Association Examination Committee. If for some reason the South Jersey Police Chiefs' Association cannot conduct the test, an impartial Examination Committee may be agreed upon by the Mainland PBA Local No. 77 and the City of Linwood to conduct the testing. It is the full responsibility of the Examination Committee to determine the content and confidentiality of the examination with the guidelines as provided for by these procedures.

H. At least two Chiefs or examiners will be required to administer the written and/or oral tests. No one conducting the testing may reside or be employed in Atlantic County or have any personal knowledge of any of the candidates taking the examinations.

I. Scoring and grading of the written and/or oral test results will be completed by the Examination Committee.

- J. The Examination Committee will forward the test results and the grades received for the written and/or oral test(s) by sealed envelope to the Chief and Mayor within five working days of the completion of the examinations.
- K. The Mayor, along with the Chief and Council representative, will take the test results which were forwarded by the Examination Committee and compute according to the point schedule established in these procedures all points earned in the written and/or oral portion(s). They will add those points due each officer according to the schedule for job performance, seniority and college achievement and personal interview. The complete total of accumulated points will be the officer's score for promotional purposes. Officers must receive a minimum score of 50 total accumulated points to be considered for promotion.
- M. All test results will remain effective for a period of two years. Therefore, if any additional promotions are made within that two-year period of time, said promotions shall be made from the next top three individuals on the promotional list.

SECTION 6: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 7: 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 8: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>October 13, 2016</i>
<i>PUBLICATION:</i>	<i>October 19, 2016</i>
<i>PASSAGE:</i>	<i>October 26, 2016</i>

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, October 13, 2016 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on October 26, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 8, 2016

AN ORDINANCE AMENDING CHAPTER 119 CONSTRUCTION CODES, UNIFORM, SECTION 119-3 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 119 Construction Codes, Uniform, Section 119-3 Fees, is hereby amended to reflect the following revisions:

A. The building subcode fees shall be:

(1) New structures and additions, all uses.

(a) New construction and additions, \$0.0380 per cubic foot of building or structure volume or a minimum of \$300 (whichever is greater).

(b) The minimum fee shall be \$65.

(2) Renovations/alterations, shall be \$34 per \$1,000 of estimated cost of work or a minimum of \$150 (whichever is greater). The applicant must submit to the Department such cost data produced by the architect or engineer of record, or a licensed contractors bid if available.

(3) Combinations of renovations and additions shall have separately computed fees: \$0.0380 per cubic foot and \$34 per \$1,000 (or a minimum of \$300, whichever is greater).

(4) Repairs and minor work (patios, decks, roofing, siding) shall be \$34 per \$1,000 of estimated cost of work, provided that the minimum fee shall be \$75.

(a) Installation of underground or aboveground tanks: residential \$75, each; commercial, \$180 per tank.

(b) Towers: (small), \$65 each; (large) \$175 each.

(c) Antennas: \$65 per small building; \$100 per large building.

(d) Minor asbestos abatement projects: \$175 per building.

(e) Lead hazard abatement: \$175 per building.

(f) Pilings, foundations (including those for modular homes), bulkheads, etc. shall be \$34 per \$1,000 of estimated cost of work, provided that the minimum fee shall be \$100.

(g) Demolition fees.

[1] One- and two-family residences less than 5,000 square feet and less than 30 feet in height: \$150.

[2] Accessory structures (garages, sheds, pools, pool houses, etc.): \$200.

[3] All other use groups: \$200.

- [4] Removal of one building from one lot to another lot or location on same lot: \$150 less than 5000 sq. ft.; and \$200 if larger than 5000 sq. ft.
- [5] Underground/aboveground tanks.
 - [a] Residential: \$75.
 - [b] Commercial: \$180.
- (h) Pools.
 - [1] In-ground pools: \$250.
 - [2] Aboveground pools: \$175.
 - [3] All others: \$100.
- (i) Retaining walls.
 - [1] (Reserved)
 - [2] (Reserved)
 - [3] Retaining walls of any size shall be based on the cost of the construction: \$34 per \$1,000 cost; provided that the minimum fee shall be \$150 for residential; \$34 per \$1000 cost provided that the minimum fee shall be \$300 for commercial.
- (j) Signs.
 - [1] \$6 dollars per square foot (square footage based on one side of a double-faced sign) pylon.
 - [2] Ground signs or wall-mounted signs: \$3 per square foot.
 - [3] Footings, poles, etc.: \$34 per \$1,000 of work, provided that the minimum fee shall be \$150.
- (k) Sheds:
 - [1] One hundred twenty-one square feet to 200 square feet: \$65.
 - [2] Greater than 200 square feet: \$34 per \$1,000 of work, provided that the minimum fee shall be \$150.
- (l) Temporary structures: \$250.
- (m) Tents in excess of 900 square feet or more than 30 feet in dimension: \$125.
- (n) Solar systems (roofs or ground-mounted).
 - [1] Residential: \$34 per \$1,000 (or a minimum of \$150).
 - [2] Commercial: \$34 per \$1,000 (or a minimum of \$300).
- (5) Certificates of occupancy.
 - (a) Residential, new construction, modular homes, relocates: \$75.
 - (b) Commercial: \$100.

- (c) Change of use: \$150.
- (d) TCO (renewal/extensions): \$75.
- (e) After asbestos hazard abatement: \$75.
- (f) Certificate of continued occupancy: \$150 per unit.
- (6) Variations.
 - (a) Application for Class I structures: \$800.
 - (b) Application for Class II and Class III structures: \$175.
 - (c) Resubmittal: Class I, \$300; Class II and Class III, \$65.
- (7) Reinstatement of a lapsed permit(s): 50% of the total sum of the original permit.
- (8) The minimum fee shall be \$65.

(9) The applicant shall submit to the Department cost data by an architect or engineer of record, a recognized estimating firm or by a contract bid. If such data is not available, the applicant shall submit an estimate of the materials and labor to complete the construction. The Department will review the construction cost and shall make the final decision as to the actual cost based on that of a similar construction, unless otherwise specified or provided for herein.

B. The plumbing subcode fees shall be:

- (1) Plumbing inspection fees on new buildings, alterations and additions shall be as follows:

Fixture/Equipment	Fee
Water closet	\$20.00
Urinal/bidet	\$20.00
Bathtub	\$20.00
Lavatory	\$20.00
Shower	\$20.00
Floor drain	\$20.00
Condensate drain	\$20.00
HVAC drain connection	\$20.00
Sink	\$20.00
Dishwasher	\$20.00
Drinking fountain	\$20.00

Fixture/Equipment	Fee
Hose bib	\$20.00
Water heaters	\$20.00
Hot water boilers (including backflow)	\$90.00
Steam boiler	\$90.00
Sewer pumps	\$90.00
Interceptor separator	\$90.00
Backflow preventer	\$90.00
Grease trap	\$90.00
Water-cooled air-conditioning or refrigeration unit	\$90.00
Sewer connection	\$90.00
Water connection	\$90.00
Water lines	\$90.00
Gas piping and service connection	\$90.00
Active solar system	\$90.00
Nondepletable and alternate energy systems (solar heating):	
Light commercial and residential with one thermostat:	\$350.00
All other structures:	\$1,900.00
Fuel oil piping	\$90.00
Refrigeration units	\$90.00

(2) The minimum fee shall be \$65.

(3) Annual inspections shall be:

Fixture/Equipment	Fee
Cross connections and backflow preventers	
Subject to retesting	\$25 per unit

C. The electrical subcode fees shall be:

(1) Electrical fixtures and devices on new buildings and alterations and additions shall be as follows:

Fixture/Equipment	Fee
Range	\$15.00
Oven	\$15.00
Surface unit	\$15.00
Dishwasher	\$15.00
Garbage disposal	\$15.00
Dryer	\$15.00
Air-conditioning unit	\$15.00
Intercom panels	\$15.00
Swimming pools, whirlpools, spa, hot tub, fountains	\$75.00
Swimming pool annual inspections	\$50.00
Each additional public pool, spa, hot tub, etc. on site	\$30.00 each
Pool bonding, filter, light, switches, heat	\$75.00
Storable pools or hydro massage baths	\$15.00
Water heater	\$15.00
Central air, oil, gas, electric	\$15.00
Baseboard heat	\$15.00
Thermostats	\$15.00
Heat pump	\$15.00
Pump over 1 horsepower	\$15.00
Light standards and luminaries greater than 8 feet	\$15.00
Burglar and fire alarms	
In new homes	\$30.00
Add-ons to existing	\$65.00

Fixture/Equipment	Fee
Switches, lighting, receptacles, detectors, motors under 1 horsepower	
1 to 50	\$50.00
Each additional 25 units	\$15.00
Motors	
1 to 50 horsepower	\$65.00
51 to 100 horsepower	\$125.00
Over 100 horsepower	\$625.00
Transformers, generators, inverters	
1 to 50 kilowatts	\$65.00
51 to 100 kilowatts	\$125.00
Over 100 kilowatts	\$625.00
Service entrance	
1 to 225 amperes	\$65.00
226 to 1,000 amperes	\$125.00
Over 1,000 amperes	\$625.00
Each service equipment, entrance, panel board, switch board, switch gear, motor-control-center, or disconnecting means	
1 to 225 amperes	\$65.00
226 to 1,000 amperes	\$125.00
Greater than 1,000 amperes	\$625.00
Temp pole	\$65.00
Photovoltaic systems	
1 to 50 kilowatts	\$65.00
51 to 100 kilowatts	\$125.00

Fixture/Equipment	Fee
Greater than 100 kilowatts	\$625.00
Indoor temperature controlled from a single point (light commercial)	\$1,900.00

- (2) The minimum fee shall be \$65.
- D. Elevators; private on-site agency. The fees for elevators, dumbwaiters, escalators, manlifts, moving walkways, chair lifts, automotive lifts, construction hoists and tests shall be as required by the State of New Jersey and as set forth by the Department of Community Affairs in N.J.A.C. 5:23-4.20. The fee shall be established by the third-party inspection agency.
- E. The fire subcode (fire protection and hazardous equipment) fee shall be:
- (1) Gas- and oil-fired appliances not connected to the plumbing system: \$65.
 - (2) Woodburning stoves, fireplaces, space heaters, premanufactured fireplaces, metal chimney installations or inserts, gas piping to appliances, etc.: \$65.
 - (3) Independent preengineered system: \$125.
 - (4) Kitchen exhaust systems: \$65.
 - (5) (Reserved)
 - (6) Crematorium, incinerator: \$500.
 - (7) Standpipes, \$320 per standpipe.
 - (8) Sprinkler heads
 - (a) One to 20 heads: \$80.
 - (b) Twenty-one to 100 heads: \$160.
 - (c) One hundred one to 200 heads: \$300.
 - (d) Two hundred one to 400 heads: \$800.
 - (e) Four hundred one to 1,000 heads: \$1,100.
 - (f) Over 1,000: \$1,400.
 - (9) Detectors
 - (a) One to 12 detectors: \$75.
 - (b) Each additional 25: \$20.
 - (10) Single/Multi station smoke or heat detectors and fire alarm systems (residential): \$65.
 - (11) The minimum fee shall be \$65.

SECTION 2: 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>October 26, 2016</i>
<i>PUBLICATION:</i>	<i>October 31, 2016</i>
<i>PASSAGE:</i>	<i>November 9, 2016</i>

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, October 26, 2016 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on November 9, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

RESOLUTION No. 152, 2016

A RESOLUTION AUTHORIZING THE REFUND OF A TAX OVERPAYMENT

WHEREAS, 507 Wilson Ave situates in the tax district of the City of Linwood has paid their 2016 3rd quarter property taxes in accordance with the provisions of the Statute so made and provided; and

WHEREAS, an overpayment on the 2016 3rd quarter property taxes due to an approved application for a Totally Disabled Veteran as of July 29, 2016 was accepted. A refund is necessary in the amount of \$1,241.30 for taxes already paid;

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 is hereby authorized, empowered and directed to execute and deliver a draft in favor of the owner Walter J Sudol, located at 507 Wilson Ave, Linwood, NJ 08221, in the amount of \$1,241.30 which is the amount of the overpayment to said property owner.

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 26th day of October, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26nd day of October, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 153, 2016

A RESOLUTION WAIVING A CONSTRUCTION PERMIT FEE

WHEREAS, Mainland United Soccer Association has applied for a Construction permit to construct a retaining wall at All Wars Memorial Park owned by the City of Linwood; and

WHEREAS, the permit fee for said project is \$242.00; and

WHEREAS, the Common Council is desirous of waiving said permit fee;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood in the County of Atlantic, New Jersey, hereby waives the Construction Permit fee in the amount of \$242.00 for Permit #2016-0308 for the Mainland United Soccer Association.

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 26th day of October, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26nd day of October, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____



City of Linwood
 400 Poplar Avenue
 Linwood, NJ 08221
 609 - 9267992

Permit Number: 20160308
 Update Number:
 Control Number: 11068
 Application Date: 10/19/2016
 Permit Date: 10/19/2016

CONSTRUCTION PERMIT

IDENTIFICATION

OWNER/PROPERTY DETAILS

Block: 73	Lot: 11	Qualification Code:
Work Site Location: SHORE ROAD LINWOOD, NEW JERSEY 08221		
Owner In Fee: CITY OF LINWOOD - ALL WARS MEMORIAL	Contractor: MILLER LANDSCAPING	
Address: 400 POPLAR AVENUE	Address: TILTON ROAD	
LINWOOD NJ 08221	NORTHFIELD NJ 08225	
Telephone: (609) 927-4108	Telephone: ()	
Use Group(s): B	Lic. No. / Bldrs. Reg. No.:	
	Federal Emp. No.:	

is hereby granted permission to perform the following work :

- | | | |
|--|--|-------------------------------------|
| <input checked="" type="checkbox"/> BUILDING | <input type="checkbox"/> PLUMBING | <input type="checkbox"/> DEMOLITION |
| <input type="checkbox"/> ELECTRICAL | <input type="checkbox"/> FIRE PROTECTION | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> ELEVATOR DEVICES | <input type="checkbox"/> MECHANICAL | |
| <input type="checkbox"/> ASBESTOS ABATEMENT | <input type="checkbox"/> LEAD HAZARD ABATEMENT | |

(Subchapter 8 only)

DESCRIPTION OF WORK:

ESTIMATED COST OF WORK:

Cost of Construction: 0.00
 Cost of Rehabilitation: 9,000.00
 Cost of Demolition: 0.00

Total Cost:	\$9,000.00
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PAYMENTS (Office Use Only)	
Building	
Electrical	
Plumbing	
Fire Protection	
Elevator Devices	
Mechanical	
VolFee (DCA)	
AltFee (DCA)	
DCA Minimum Fee	\$1.00
Other Fees	
CO Fee	
CCO Fee	
Minimum Fee	\$1.00
Total	
All Fees Waived:	Yes

Amount to be Paid:

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

 Jim Galantino
 Construction Official

10/19/16
 Date

Note:

RESOLUTION No. 154, 2016

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2017-01,
TO OUR LADY OF SORROWS

WHEREAS, Our Lady of Sorrows has applied for a Raffle License, to conduct games from January 6, 2017 to December 15, 2017; and

WHEREAS, Our Lady of Sorrows 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 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 26th day of October, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26nd day of October, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 155, 2016

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BINGO LICENSE, #2017-01, TO
OUR LADY OF SORROWS CHURCH

WHEREAS, Our Lady of Sorrows Church has applied for a Bingo License, to conduct games January through December 2017; 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 Bingo 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 26th day of October, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26nd day of October, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 156, 2016

A RESOLUTION AUTHORIZING APPROVAL OF AN EMERGENCY MANAGEMENT SHARED SERVICE SHELTER AGREEMENT AMONG LINWOOD, NORTHFIELD AND SOMERS POINT

WHEREAS, in compliance with N.J.S.A. App. A:9 every municipality is obligated to develop a plan for the sheltering of displaced individuals in their community during times of disaster and/or local emergencies (the "Plan"), including the need for warming and/or cooling centers during times of extreme weather conditions; and

WHEREAS, the City of Linwood has an Emergency Operations Plan in place and is desirous of supplementing that Plan; and

WHEREAS, N.J.S.A. 40A:65-1 provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, it is prudent to supplement the Emergency Operations Plan in order to provide for the need to shelter individuals; and

WHEREAS, to conserve resources, and to achieve maximum efficiency, the City of Linwood, the City of Northfield, and the City of Somers Point, through the efforts of their respective Office of Emergency Management Coordinators propose to enter into a Shared Service Shelter Agreement with the Linwood Community Church (the "Agreement") to provide said services on behalf of the participating municipalities; and

WHEREAS, upon approval of the respective governing bodies and upon execution of the Agreement by the parties, the Agreement shall be for a term of three (3) years subject to renewal by Resolution of each municipality, unless cancelled in writing by any party with 30 day notice to the other parties; and

WHEREAS, the attached Agreement sets forth the terms of a Shared Services Agreement among the City of Linwood, the City of Northfield, the City of Somers Point and the Linwood Community Church and will supplement and be incorporated into each municipality's Emergency Operation Plan (EOP) as a mutual aid agreement to the Shelter, Reception and Care Annex with the entire EOP being approved by Atlantic County and the State of New Jersey every four years; and

WHEREAS, Linwood Community Church is not receiving any compensation for providing the facility, the financial obligation of each municipality to provide the necessities for shelter of its citizens in the event of such disaster and/or local emergency cannot

be predetermined, being fact specific to the event or occurrence, and the financial commitment on behalf of Linwood shall be subject to availability of funds or subject to an Emergency Appropriation; and

WHEREAS, subject to the passage of Resolutions by the governing bodies of Northfield and Somers Point, the Mayor and Office of Emergency Management Coordinator are authorized to execute the Agreement on behalf of the City of Linwood.

NOW, THEREFORE, BE IT RESOLVED, that subject to the conditions stated above:

- 1) The Common Council of the City of Linwood approves the Shared Service Agreement among Linwood, Northfield, Somers Point and Linwood Community Church; and
- 2) The Mayor and Office of Emergency Management Coordinator are hereby authorized, empowered and directed to execute the Agreement on behalf of the City of Linwood substantially in the form attached hereto; and
- 3) The Municipal Clerk is requested to provide a certified copy of this Resolution to the Northfield and Somers Point Municipal Clerks.

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 26th day of October, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26nd day of October, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

MEMORANDUM OF AGREEMENT (MOA)

(City of Northfield, City of Linwood , City of Somers Point)
and
(Linwood Community Church (LCC))

The following Memorandum of Agreement (MOA) sets forth the terms of a shared services arrangement among the Cities of Linwood, Northfield and Somers Point and the Linwood Community Church (LCC) with regard to sheltering of City residents during times of emergency and/or disaster.

I. Purpose of MOA

The purpose of this MOA is to formally establish a partnership between the above listed entities in support of their efforts to provide shelter capability to their communities during times of emergencies and disasters as well as times of extreme weather conditions.

II. Duration of MOA

This MOA is effective upon signature of the parties (individual municipalities and Linwood Community Church), and shall remain in full force and effect for a term of three (3) years subject to renewal by resolution of each municipality, unless cancelled in writing by any party with 30 day notice to the other parties. This agreement will be added to each municipality's Emergency Operation Plan (EOP) as a mutual aid agreement to the Shelter, Reception and Care Annex with the entire EOP being approved by the County and State every four years.

III. Program Description

In accordance with N.J.S.A. App. A:9, every municipality must develop a plan for the sheltering of displaced individuals in their community during times of disaster and/or local emergencies, to include the need for warming and/or cooling centers during times of extreme weather conditions. Due to limited resources in the City of Northfield, as well as the City of Linwood and the City of Somers Point, the three municipalities have jointly entered into this agreement with the Linwood Community Church to provide said services.

IV. General Provisions

It is understood by all parties that each municipality and LCC should be capable of fulfilling its responsibilities under this MOA. If at any time a party of this agreement is unable to fill its obligations, it must notify all other parties in writing of same and the agreement will terminate for all parties following a 30 day notice.

V. Responsibilities of the Parties under MOA

1. The municipal offices of emergency management (OEM) of Northfield, Linwood and Somers Point agree to utilize the Linwood Community Church as their primary shelter location. The three municipalities' OEM also agree that the LCC will be used to shelter displaced individuals (residents and visitors) within their municipalities only. Should a request be received from a municipality that is not part of this agreement for sheltering capability, that request must be forwarded to the Atlantic County Office of Emergency Management for processing. If Atlantic County requests our shelter to be opened, it will be opened as a mutual aid request provided there is capacity to do so.
2. Linwood Community Church agrees to allow use of their facility for the purposes of emergency and evacuation sheltering purposes, to include warming and cooling centers during times of extreme weather conditions. LCC

MEMORANDUM OF AGREEMENT (MOA)

(City of Northfield, City of Linwood , City of Somers Point)
and
(Linwood Community Church (LCC))

will not enter into any agreement with other agencies for sheltering purposes without the consent of the three municipalities OEM organizations.

3. The municipal OEMs will provide to LCC the necessary resources to properly open and manage a shelter. To include but not be limited to administrative forms and documents, blankets, cots, food, water, etc.
4. The municipal OEMs will make available training and exercises to the LCC with regards to shelter management and operations at no cost to LCC. The course entitled "Shelter Field Guide" is a basic minimum requirement. In addition, identified volunteers can receive "Safe Food Handling", "Shelter Operations" and "Shelter Manager" and other programs as necessary.
5. Damages incurred during shelter activations will be repaired by LCC with costs paid for by the municipalities that utilized the facility. For example, if Northfield activated the shelter for a local emergency and not Linwood nor Somers Point, and damages were incurred, then the City of Northfield would be fully responsible for the damages. If two of the municipalities required use of the shelter, then the costs would be shared equally between the two municipalities that utilized the shelter. As well, if all three utilized the shelter then the costs would be shared equally among the three municipalities.

VI. Allocation of Costs

The costs involved in this endeavor are not concrete and cannot be detailed in this agreement. However, without this agreement the costs to shelter anyone at the municipal level would exceed the costs for the three communities combined (per municipality). Items required for any / all shelter purposes both before, during or after a disaster would include but not be limited to: Food, Cots, Blankets, Pillows, Personal Hygiene kits, Water, Emergency Backup Power, Transportation, Communications, etc. To the best of their abilities, the three municipalities would allocate costs for shelter services as evenly as possible.

VII. Points of Contact (POC)

For City of Northfield Office of Emergency Management

Point of Contact (POC) Timothy Joo, Coordinator
Office Address 1600 Shore Road
City, State and Zip Northfield NJ 08225
609-517-8879 cell
tjoo@cityofnorthfield.org

For City of Linwood Office of Emergency Management

Point of Contact (POC) Darren Matik, Coordinator
Office Address 400 Poplar Ave
City, State and Zip Linwood NJ 08221
609-703-1544 cell
dmatik@linwoodcity.org

MEMORANDUM OF AGREEMENT (MOA)

(City of Northfield, City of Linwood , City of Somers Point)
and
(Linwood Community Church (LCC))

For City of Somers Point Office of Emergency Management

Point of Contact (POC) Phil Gaffney, Coordinator
Office Address 1 W New Jersey Ave
City, State and Zip Somers Point NJ 08244
609-287-2122 cell
capt076@comcast.net

Linwood Community Church

Point of Contact (POC) Tim Vamosi, Pastor
Office Address 1838 Shore Road
City, State and Zip Linwood NJ 08221
609-515-3643 cell
timvamosi@gmail.com

APPROVED

The undersigned parties bind themselves to the faithful performance of this MOA.

City of Northfield

Mayor, Erland Chau

OEM Coordinator, Timothy Joo

Date

Date

City of Linwood

Mayor, Rick DePamphilis

OEM Coordinator, Darren Matik

Date

Date

City of Somers Point

Mayor, John L. Glasser, Jr.

OEM Coordinator, Phil Gaffney

Date

Date

Linwood Community
Church

Pastor, Tim Vamosi

Don Walls, Trustee Chairperson

Date

Date

City of Somers Point

Resolution

Approving an Emergency Management Shared service Shelter Agreement Among Linwood, Northfield, and Somers Point

Sponsored by: Councilman

Whereas, in compliance with N.J.S.A. App. A:9 every municipality is obligated to develop a plan for the sheltering of displaced individuals in their community during times of disaster and/or local emergencies (the “Plan”), including the need for warming and/or cooling centers during times of extreme weather conditions; and

Whereas, the City of Somers Point has in place a Plan approved in 2013 which provides for use of the Somers Point Schools as shelter facilities; and

Whereas, due the passage of a School Bond Referendum there is a plan to install generators in each of the three Somers Point Schools in order to continue to allow those facilities to be included as part of the Plan to be used as determined by the Office of Emergency Management; and

Whereas, it is prudent to provide for an alternate facility in the event of the need to shelter more individuals or due to the inability to use one or more of the Somers Point Schools; and

Whereas, *to conserve* resources, and to achieve maximum efficiency, the City of Northfield, the City of Linwood, and the City of Somers Point, through the efforts of their respective Office of Emergency Management Coordinators propose to enter into a shared service Shelter agreement with the Linwood Community Church (the “Agreement”) to provide said services on behalf of the participating municipalities; and

Whereas, upon approval of the respective governing bodies and upon execution of the agreement by the parties, the Agreement shall be for a term of three (3) years subject to renewal by resolution of each municipality, unless cancelled in writing by any party with 30 day notice to the other parties; and

Whereas, the Agreement will supplement and be incorporated into each municipality’s Emergency Operation Plan (EOP) as a mutual aid agreement to the Shelter, Reception and Care Annex with the entire EOP being approved by Atlantic County and the State of New Jersey every four years; and

Whereas, Linwood Community Church is not receiving any compensation for providing the facility, the financial obligation of each municipality to provide the necessities for shelter of its citizens in the event of such disaster and/or local emergency cannot be predetermined, being fact specific to the event or occurrence, the financial commitment on behalf of Somers Point shall be subject to availability of funds or subject to an Emergency Appropriation; and

Whereas, subject to the passage of resolutions by the governing bodies of Northfield and Linwood, the Mayor is authorized to execute the Agreement on behalf of the City of Somers Point.

Now, therefore, it is hereby resolved that subject to the conditions stated above:

- 1) This governing body approves the Shared Service Agreement among Somers Point, Northfield. Linwood and Linwood Community Church; and
- 2) Mayor John L. Glasser, Jr. is authorized to execute the Agreement on behalf of the City of Somers Point substantially in the form attached hereto.
- 3) The City Clerk is requested to provide a certified copy of this Resolution to the Northfield and Linwood City Clerks.

I Lucy R. Samuelsen, City Clerk of the City of Somers Point, New Jersey, hereby certify that the foregoing Resolution is a true copy, duly adopted by the City Council of said City at a Regular meeting held on the 10th day of November, 2016.

In Witness Whereof, I have hereunto set my hand and seal of my Office this 10th day of November, 2016.

Lucy R. Samuelsen, RMC, City Clerk

**CITY OF NORTHFIELD, NJ
RESOLUTION NO. 169-2016**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NORTHFIELD, COUNTY OF ATLANTIC, NEW JERSEY AUTHORIZING
MAYOR AND OFFICE OF EMERGENCY MANAGEMENT
COORDINATOR TO EXECUTE OFFICE OF EMERGENCY
MANAGEMENT MEMORANDUM OF UNDERSTANDING**

WHEREAS, in accordance with N.J.S.A. App. A:9, every municipality must develop a plan for the sheltering of displaced individuals in their community during times of disaster and/or local emergencies, to include the need for warming and/or cooling centers during times of extreme weather conditions.

WHEREAS, due to limited resources in the City of Northfield, as well as the City of Linwood and the City of Somers Point, the three municipalities have jointly entered into this agreement with the Linwood Community Church to provide said services.

WHEREAS, the attached Memorandum of Agreement (MOA) sets forth the terms between a shared services agreement among the Cities of Linwood, Northfield and Somers Point and the Linwood Community Church (LCC) with regard to sheltering of City residents during times of emergency and/or disaster.

WHEREAS, the purpose of the MOA is to formally establish a partnership between the above listed entities in support of their efforts to provide shelter capability to their communities during times of emergencies and disasters as well as times of extreme weather conditions.

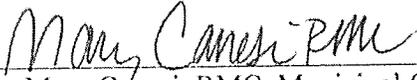
WHEREAS, it is the position of the Council of the City of Northfield that the execution of the MOA and the purposes of the MOA is in the best interests of the health, safety and welfare of the residents of the City of Northfield and that the execution of the MOA is necessary to carry out the purpose of the above cited Ordinance.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Northfield in the County of Atlantic, New Jersey, duly assembled in public session, as follows:

1. The Mayor and Office of Emergency Management Coordinator are hereby authorized and directed to execute the MOA on behalf of the City of Northfield.
2. All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

3. This resolution shall take effect immediately upon adoption.

I, MARY CANESI, RMC, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of Northfield, held this 13th day of September, 2016.



Mary Canesi, RMC, Municipal Clerk

Roll Call:

Aye: Dewees, Lischin, Murray, O'Neill, Perri, Piergiovanni, Travagline

Nay:

Abstain:

Absent:

RESOLUTION No. 157, 2016

A RESOLUTION QUALIFYING GERALD BIRD OF GLB MANAGEMENT, LLC TO BID ON A LIQUOR LICENSE IN THE CITY OF LINWOOD

WHEREAS, Chapter 83, Alcoholic Beverages, of the Code of the City of Linwood governs the issuance, qualifications, and requirements to bid on a liquor license; and

WHEREAS, Resolution 139, 2016 authorized the advertisement for receipt of bids for a liquor license scheduled to be received on October 27, 2016 at 11:00 a.m. conditioned upon a prequalification being submitted at least seven days prior thereto; and

WHEREAS, a prequalification to bid on said license was submitted by Gerald Bird of GLB Management, LLC on October 19, 2016; and

WHEREAS, the Common Council has reviewed the submitted prequalification and all documents included therein and has determined that it meets all requirements set forth in Chapter 83 of the Municipal Code of the City of Linwood;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the aforesaid pre-qualification, and all documents included therein, submitted by Gerald Bird have met the requirements set forth in Chapter 83 of Linwood's Municipal Code and said applicant is hereby authorized and permitted to bid on the liquor license on October 27, 2016.

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 26th day of October, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26nd day of October, 2016.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____