



ORDINANCE NO. 9, 2015

AN ORDINANCE AMENDING CHAPTER 83 ALCOHOLIC BEVERAGES, SECTION 83-9, PLENARY RETAIL CONSUMPTION LICENSES FEE, 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 83 Alcoholic Beverages, Section 83-9, Plenary Retail Consumption Licenses Fee, is hereby amended to read as follows:

**§ 83-9. Plenary Retail Consumption Licenses Fee.**

- A. The annual fee for a plenary retail consumption license shall be \$2,500.
- B. The fee established in Subsection A of this section shall be increased on an annual basis by 20 percent of the previously established fee or \$500, whichever is the lesser, and such increase shall continue until the maximum statutory fee for the license is reached.

SECTION 2: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 3: 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 4: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

<i>FIRST READING:</i>	<i>August 12, 2015</i>
<i>PUBLICATION:</i>	<i>August 17, 2015</i>
<i>PASSAGE:</i>	<i>August 26, 2015</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 August 12, 2015 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 26, 2015.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

ORDINANCE NO. 10, 2015

AN ORDINANCE AMENDING ORDINANCE NO. 1 of 2015, AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATIONS AND SALARY RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

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

SECTION 1: Section 1 of Ordinance No. 1 of 2015 is hereby amended as follows:

<u>FULL TIME PER ANNUM</u>	<u>RANGE</u>
Assistant/Deputy Tax Collector	\$30,000.00 to \$60,000.00

SECTION 2: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

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

*FIRST READING: August 12, 2015*  
*PUBLICATION: August 17, 2015*  
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The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on August 12, 2015 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on August 26, 2015.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

**RESOLUTION No. 136, 2015**

A RESOLUTION AMENDING THE SHARED SERVICE AGREEMENT BETWEEN THE CITY OF LINWOOD AND THE TOWNSHIP OF EGG HARBOR FOR THE PROVISION OF SHARED EMERGENCY AND NON-EMERGENCY DISPATCH SERVICES

**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 services that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, on March 28, 2012, the City of Linwood and the Township of Egg Harbor entered into a Shared Service Agreement for the provision of shared emergency and non-emergency dispatch services; and

**WHEREAS**, the City of Linwood and the Township of Egg Harbor have agreed to amend the annual fees for said agreement for the calendar years 2015 and 2016, as follows:

January 1 - December 31, 2015      \$315,500

January 1 - December 31, 2016      \$324,965

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, County of Atlantic, and State of New Jersey that the agreement entitled "Shared Services Agreement for Dispatch Services" be and hereby is amended to reflect the annual fees for calendar years 2015 and 2016 as stated above.

**BE IT FURTHER RESOLVED**, that all other terms and conditions of said agreement remain unchanged.

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute the amendment to the agreement with the Township of Egg Harbor for the shared emergency and non-emergency dispatch services, attached hereto as Exhibit A.

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 August, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of August, 2015.

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

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

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

**SHARED SERVICES AGREEMENT**  
between  
**TOWNSHIP OF EGG HARBOR**  
and  
**CITY OF LINWOOD**  
for  
**Dispatch Services**  
**Amendment No. 1**

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**THIS AMENDMENT** is made this \_\_\_\_ day of July 2015 by and between:

**TOWNSHIP OF EGG HARBOR**, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234 (hereinafter "Provider") and the **CITY OF LINWOOD**, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Recipient").

**WHEREAS**, the parties entered into a Shared Service Agreement for Dispatch Services on March 28, 2012; and

**WHEREAS**, the Parties have agreed to amend section 4 of the agreement entitled "Compensation"; and

**WHEREAS**, the terms and conditions of this amendment are set forth below; and

**WHEREAS**, the Parties have each duly authorized their proper officials to enter into and execute this Amendment through the accompanying Resolutions attached hereto as Exhibits A and B respectively.

1. **COMPENSATION** – Recipient shall pay to Provider an annual sum according to the schedule below:

June 1 – December 31, 2012	\$172,084
January 1 – December 31, 2013	\$303,850
January 1 – December 31, 2014	\$312,966
January 1 – December 31, 2015	\$315,500
January 1 – December 31, 2016	\$324,965

The specified compensation for the Provider furnishing the services referred to in this Agreement, shall be payable as follows: Payments shall be made in equal quarterly installment on the first day of the second month of each quarter (i.e., February 1, May 1, August 1, November 1) during the term of this Agreement. The Recipient shall not be responsible for any additional costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

**Attest:**

**City of Linwood**

\_\_\_\_\_  
Leigh Ann Napoli  
City Clerk

\_\_\_\_\_  
Richard DePamphilis, III  
Mayor

**Attest:**

**Township of Egg Harbor**

\_\_\_\_\_  
Eileen M. Tedesco, RMC  
Township Clerk

\_\_\_\_\_  
James J. McCullough  
Mayor

**RESOLUTION No. 137, 2015**

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO ARCHER & GREINER, P.C. FOR LEGAL SERVICES WITH REGARD TO REDEVELOPMENT MATTERS

**WHEREAS**, there exists within the City of Linwood, New Jersey, the need to engage a professional for legal services for Redevelopment Matters; 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 Archer & Greiner, P.C. is hereby hired for a sum not to exceed \$5,000.00 to serve as Legal Counsel for Redevelopment Matters;

**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 Archer & Greiner, P.C. with regard to the aforesaid. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law because the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 26th day of August, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 26th day of August, 2015.

\_\_\_\_\_  
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:** 08-18-15  
**Re:** Availability of Funds-Legal Fees Redevelopment

Pursuant to 40A: 4-57, I hereby certify that sufficient funds not to exceed \$5,000 will be available under legal services in the operating budget. Funds will be encumbered to Archer & Greiner, P.C., One Centennial Square Haddonfield, NJ 08033-0968.

**RESOLUTION No. 138, 2015**

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO ACCEPT A PARTIAL LIEN PAYMENT AS FULL PAYMENT AND AUTHORIZING THE RELEASE OF THE EXISTING LIEN ON 23 ELM AVENUE, BLOCK 107, LOT 13 IN THE CITY OF LINWOOD

**WHEREAS**, 23 Elm Avenue, Block 107, Lot 13 is owned by the Linwood Post No. 353, American Legion Department of New Jersey; and

**WHEREAS**, the City of Linwood has a municipal lien for demolition related expenses, municipal taxes, sewerage charges and interest on 23 Elm Avenue, Block 107, Lot 13 in the City of Linwood; and

**WHEREAS**, the existing lien was in the total amount of \$80,260.58 as of May 27, 2015; and

**WHEREAS**, the subject property is under an Agreement of Sale for an amount of \$70,000.00, which will generate a net amount of approximately \$60,800.00 to the City of Linwood with the seller receiving nothing from the sale; and

**WHEREAS**, it has been determined that the proposed sales price is a reasonable amount for the subject property and that it is unlikely the property would sell for a greater amount; and

**WHEREAS**, the Common Council of the City of Linwood wishes to approve the subject sale whereby the City will receive approximately \$60,800.00; and

**WHEREAS**, in consideration for the receipt of the aforementioned funds, the Common Council of the City of Linwood will waive the entire balance of the subject lien up to the date of closing under the Agreement of Sale;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the sale of 30 Elm Avenue, Block 107, Lot 13 for the sum of \$70,000.00, whereby the City of Linwood will receive approximately \$60,800.00 in payment of its lien is hereby approved;

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Linwood that in consideration for the receipt of the aforementioned funds, the Common Council of the City of Linwood will waive and release the entire balance of the subject lien up to the date of closing under the Agreement of Sale.

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 August, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 26th day of August, 2015.

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

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

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