

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
December 23, 2015**

**CALL TO ORDER**

**FLAG SALUTE** Councilwoman Stacy DeDomenicis

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

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**RESOLUTIONS**

**180-2015** A Resolution authorizing an Agreement for Shared Emergency Medical Services for the municipalities of the City of Linwood and the Township of Egg Harbor

**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.

**178-2015** A Resolution confirming the appointment of Timothy P. Maguire as the Municipal Court Judge for the City of Linwood

**179-2015** A Resolution authorizing a Shared Services Agreement with the Atlantic County Improvement Authority for participation in a County Wide Registration Program for vacant and abandoned properties

**181-2015** A Resolution approving Change Order No. 1 (Final) with Kline Construction, Inc. with regard to Concrete Curb & Sidewalk, Contract No. 3, in the City of Linwood

**182-2015** A Resolution approving Change Order No. 1 with Kline Construction, Inc. with regard to Miscellaneous Sanitary and Stormwater, Contract No. 8, in the City of Linwood

**183-2015** A Resolution waiving fees for a Tax Search requested by National Title Insurance Company on behalf of the City of Linwood for Block 1, Lot 49, CO5 in the City of Linwood with regard to a Title Search for property that the City of Linwood is in the process of purchasing

**184-2015** A Resolution authorizing the refund of a tax overpayment of the 2015 4<sup>th</sup> Quarter tax payment made in error for Block 32, Lot 13.01, located at 100 E. Dawn Drive, in the City of Linwood

**APPROVAL OF BILL LIST: \$**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

**RESOLUTION No. 178, 2015**

A RESOLUTION CONFIRMING THE APPOINTMENT OF TIMOTHY P. MAGUIRE AS THE MUNICIPAL COURT JUDGE FOR THE CITY OF LINWOOD

**WHEREAS**, pursuant to the authority granted by N.J.S.A. 2B:12-1(c), the municipalities of the City of Northfield and the City of Linwood have entered into an agreement for shared court services; and

**WHEREAS**, as provided by N.J.S.A. 2B:12-4, the Shared Court Agreement provides that there shall be a shared Municipal Court Judge; and

**WHEREAS**, the Shared Court Agreement further provides that the Municipal Court Judge shall be appointed by each Municipality on an alternating basis between the Linwood Mayor and the Northfield Mayor for each term; and

**WHEREAS**, in accordance with N.J.S.A. 2B:12-4, the Mayor of the City of Linwood has appointed Timothy P. Maguire as Municipal Court Judge of the City of Linwood for the term of three years, said appointment to be effective on January 1, 2016 and to continue for a three year term through December 31, 2018; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of confirming said appointment;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the appointment of Timothy P. Maguire as Municipal Court Judge for the City of Linwood for the term of three years is hereby confirmed in accordance with the Shared Court Agreement;

**BE IT FURTHER RESOLVED**, that the rate for a substitute Judge shall be set at a maximum rate of \$300.00 per session, and should a substitute be utilized for more than two sessions for each calendar year, said rate of \$300.00 shall be deducted and paid from the salary of the Municipal Judge.

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 23rd day of December, 2015.

RESOLUTION NO. 178, 2015  
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 23rd day of December, 2015.

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

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

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

**RESOLUTION No. 179, 2015**

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY FOR PARTICIPATION IN A COUNTY WIDE REGISTRATION PROGRAM FOR VACANT AND ABANDONED PROPERTIES

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

**WHEREAS**, the Atlantic County Improvement Authority has established a County-wide registration program administered by Community Champions Corporation for abandoned and vacant properties; and

**WHEREAS**, N.J.S.A. 40A:65-1 authorizes governmental entities to enter into Shared Services Agreements; and

**WHEREAS**, a written agreement, specifying the terms and conditions of the Shared Services Agreement with the Atlantic County Improvement Authority, has been prepared and reviewed;

**WHEREAS**, the City of Linwood is desirous of participating in said program and authorizing said Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the Shared Services Agreement with the Atlantic County Improvement Authority for participation in a County Wide Registration Program for vacant and abandoned properties be and is hereby approved;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized and empowered to execute said Agreement.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 23rd day of December, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of December, 2015.

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

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

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

## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT**, ("Shared Services Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, is made by and between the \_\_\_\_\_ a municipal corporation of the State of New Jersey ("Municipality"), and the Atlantic County Improvement Authority (hereinafter referred to as the "Authority") is a political subdivision of the State of New Jersey and an instrumentality of the County of Atlantic, established pursuant to N.J.S.A. 40:37A-44 et seq.

### RECITALS

1. The Authority is a political subdivision of the State of New Jersey and an instrumentality of the County of Atlantic with its principle offices being located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401;
2. Municipality ("Municipality") is a municipal corporation of the State of New Jersey with offices located at \_\_\_\_\_;
3. The present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties;
4. The Authority and Municipalities have a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and conclude that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the Municipality;
5. Community Champions Corporation is a corporation that provides Property Registration Programs pursuant to a contract with the, a copy of which is attached as Exhibit A. The terms of said contract are hereby incorporated into this Agreement;
6. The Authority has established a County-wide registration program administered by Community Champions Corporation that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures;
7. The parties now wish to enter into a Shared Services Agreement for the participation of the municipalities into the County-wide registration program established by the Authority and administered by Community Champions Corporation; and
8. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

**NOW, THEREFORE,** in consideration of the mutual promises, agreements and other considerations made by and between the parties, the parties do hereby agree as follows:

**AGREEMENT**

**A. DESCRIPTION OF THE PROJECT.**

It is the purpose and intent of the Municipality to establish a process to address the deterioration and blight of Municipality neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the Municipality, and to identify, regulate, limit and reduce the number of abandoned properties located within the Municipality.

It is the Municipality's further intent to participate in the County-wide registration program established by the Authority and administered by Community Champions Corporation as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties.

**B. DESCRIPTION OF SERVICES.**

The Municipality shall participate in the County-wide registration system, administered by Community Champions Corporation cataloging each Abandoned Property within the Municipality. Community Champions Corporation shall provide all the required services necessary to develop and implement the real property registry and fee collection program in accordance with the requirements of each Municipality's Ordinance and shall include, but not be limited to, the following:

1. Identify vacant/abandoned properties within the County of Atlantic, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the mortgagee, is subject to an application for a tax deed or pending tax assessors lien sale, has been transferred to the mortgagee under a deed in lieu of foreclosure or ownership by Sheriff's Sale.
2. Notify mortgagee of its requirements to register vacant/abandoned properties, within ten (10) days of the date that the mortgagee declares default on a mortgage, has had a lis pendens filed against it by the mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the mortgagee, is subject to an application for a tax deed or pending tax assessors lien sale, has been transferred to the mortgagee under a deed in lieu of foreclosure or ownership by Sheriff's Sale.
3. Provide mortgagee detailed instructions on how to register the property, identifying information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgagee to complete the registry of the property.

4. Train and provide support with the responsible person for the lender to electronically register the information.
5. Develop and design or acquire and maintain, through the duration of the engagement, a web-based electronic registry system that affords all mortgagees the opportunity to go on-line and register/abandoned properties as required by municipal ordinances.
6. Provide the Authority free access to, and training on, the web-based electronic registry system and reporting tools. Also provide any necessary website and reporting tools support to the Authority.
7. Include in the web-based electronic registry system, at no cost to the Authority, any properties that have been registered in the County prior to the commencement of any Vendor services hereunder.
8. Provide the record of vacant/abandoned properties, with mortgages declared to be in default, that have not been registered and the current status of the registration process for each property.
9. Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance as well as those that have not met its financial obligations.
10. Provide financial reports reasonably requested by the Authority.

**C. FEES.**

Community Champions Corporation shall be the collector of the registration fee established by the municipality. The fee shall be apportioned and distributed as follows:

1. Community Champions Corporation shall receive a flat fee of \$100.00 per house;
2. The second \$100.00 shall be disbursed by Community Champions Corporation to the Municipality;
3. After Vendor receives \$100.00 and Municipality receives \$100.00, the Authority shall receive portion of fee in excess of \$200.00 up to a \$100.00 maximum to the Authority;
4. Any registration fee amount in excess of \$300.00 shall be retained by the Municipality.

Neither Community Champions Corporation nor the Authority shall be entitled to any fines levied by the Municipality for code violations or violations of the registration requirement.

**D. DURATION OF AGREEMENT.**

This Agreement shall become effective immediately upon authorization, execution and delivery by all parties.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing for a period of 10 years or in accordance with the Contract executed between the Authority and Community Champions Corporation attached hereto as Exhibit "A".

**E. TERMINATION OF AGREEMENT.**

1. This Agreement may be terminated by either party, at any time, with a minimum of thirty (30) days written notice to the other party, with or without cause.
2. Upon termination, any and all data collected by Community Champions Corporation up to the date of termination will remain the property of the parties to this Agreement.
3. Upon termination, a municipality will no longer have access to the program approved by Community Champions Corporation as part of this Shared Services Agreement.

**F. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the Authority, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither Authority nor Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the Authority pursuant to this Agreement.

**G. INDEMNIFICATION.**

- (a) During the term of this Shared Services Agreement, each entity shall indemnify and shall hold each other entity, the members of its governing body and its officers, agents and employees harmless against, and each indemnifying entity shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which indemnified entity, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed, work performed, obligation undertaken or not performed in connection with the Project.



- (b) The indemnifying entity at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against any indemnified entity, the members of its governing body or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend any insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- (c) Each entity agrees as follows:
  - (i) Each entity shall give each other entity prompt written notice of the filing of each such claim and the institution of each such suit or action;
  - (ii) No entity shall, without the prior written consent of each other entity, adjust, settle or compromise any such claim, suit or action with respect to the Project.

#### **H. COMPLIANCE WITH LAWS AND REGULATIONS.**

Each entity agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this agreement.

#### **I. INSURANCE.**

At all times during the term of this Shared Services Agreement, each entity shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such insurance.

#### **J. EVENTS OF DEFAULT.**

Any one of the following shall constitute an event of default by any defaulting entity:

1. Continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or, if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion;
2. Failure by any defaulting entity to perform any other term or condition of this Shared Services Agreement within thirty (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period

to commence and diligently pursue such performance to completion; or

3. The filing of a petition by the defaulting entity in bankruptcy or the filing of a petition in bankruptcy against defaulting entity which is not dismissed within sixty (60) days after such filing, or if defaulting entity is adjudged to be bankrupt or determined to be insolvent or if defaulting entity seeks reorganization or liquidation under any federal or State bankruptcy law, or if defaulting entity makes an assignment for the benefit of its creditors.

**K. REMEDIES.**

Whenever any Event of Default as described in paragraph J., above hereof shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party under the terms of this Shared Services Agreement or may terminate this Agreement by written notice to the defaulting party.

**L. NO REMEDY EXCLUSIVE.**

No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

**N. NO PERSONAL LIABILITY.**

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Authority or Municipality, in his or her individual capacity, and neither the officers, agents or employees of the Authority or Municipality nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**O. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon each other entity and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** All entities shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

P. **Effective Date.** This Agreement shall be effective as of \_\_\_\_ day of \_\_\_\_\_, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:

ATLANTIC COUNTY IMPROVEMENT  
AUTHORITY

\_\_\_\_\_

\_\_\_\_\_  
JOHN C. LAMEY, JR., EXECUTIVE DIRECTOR

ATTEST:

MUNICIPALITY

\_\_\_\_\_

\_\_\_\_\_

Community Champions  
Foreclosure Registry "Launch Meeting"  
December 17, 2015

TOTAL # of ACTIVE FORECLOSURES: 7,587

Absecon	263
Atlantic City	1,015
Brigantine	268
Buena Borough	138
Buena Vista Twsp.	253
Corbin City	10
Egg Harbor City	143
Egg Harbor Twsp.	1,374
Estell Manor	22
Folsom	54
Galloway Twsp.	927
Hamilton Twsp.	892
Hammonton	227
Linwood	118
Longport	13
Margate	112
Mullica Twsp.	132
Northfield	249
Pleasantville	805
Port Republic	20
Somers Point	214
Ventnor	291
Weymouth	47

**RESOLUTION No. 180, 2015**

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED EMERGENCY MEDICAL SERVICES FOR THE MUNICIPALITIES OF THE CITY OF LINWOOD AND THE TOWNSHIP OF EGG HARBOR

**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**, the City of Linwood and Township of Egg Harbor have negotiated and agreed upon the terms and conditions of such an agreement; and

**WHEREAS**, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled "Shared Services Agreement for Emergency Medical Services (EMS)"; and

**WHEREAS**, the City of Linwood is desirous of ratifying this agreement and authorizing its execution; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the agreement entitled "Shared Services Agreement for Emergency Medical Services (EMS)" be and hereby is ratified;

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk be and are hereby duly authorized and empowered to execute said Agreement with the Township of Egg Harbor for the shared emergency medical 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 23rd day of December, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of December, 2015.

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

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

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

**RESOLUTION No. 181, 2015**

A RESOLUTION APPROVING CHANGE ORDER NO. 1 (FINAL) WITH KLINE CONSTRUCTION, INC. WITH REGARD TO CONCRETE CURB & SIDEWALK, CONTRACT NO. 3 IN THE CITY OF LINWOOD

**WHEREAS**, Change Order No. 1 (Final) with Kline Construction, Inc. with regard to Concrete Curb & Sidewalk, Contract No. 3 in the City of Linwood has been submitted for review and approval; and

**WHEREAS**, recommendations have been made to authorize the Change Order which will result in a decrease of the total contract price in the amount of \$46,380.26 in accordance with the attached Change Order incorporated herein and made part hereof;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Change Order No. 1 (Final) with Kline Construction regarding the Concrete Curb & Sidewalk be and is hereby authorized and approved;

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Linwood that the Mayor be and is hereby authorized and directed to execute Change Order No. 1 (Final) with regard to the above referenced project.

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 23rd day of December, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of December, 2015.

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

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

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

**CONTRACT CHANGE ORDER**

CHANGE ORDER NO. 1-Final

DATE December 21, 2015

CONTRACT NO. 3

PROJECT DESCRIPTION Concrete Curb & Sidewalk

CONTRACT DATE September 24, 2014

CONTRACTOR Kline Construction, Inc.

REASON FOR CHANGE ORDER: Adjusted Quantities

CON. ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION	
				Additions	Deletions
2	223 LF	Sawcutting	\$2.00		\$446.00
3	153 LF	Remove Concrete Curb	\$2.50		\$382.50
4	653 LF	Concrete Curb, 6" x 8" x 18"	\$38.35		\$25,042.55
5	41 SY	Concrete Driveways	\$100.00		\$4,100.00
6	166.67 SY	Concrete Sidewalk	\$75.00		\$12,500.25
7	613.58 SY	Dense Graded Aggregate, 6" Thick	\$0.50		\$306.79
8	50.19 TON	Hot Mix Asphalt, 19M64 Surface Course, 2" Thick	\$0.50		\$25.09
9	110 TON	Hot Mix Asphalt, 12.5M64 Surface Course, 2" Thick	\$0.50		\$55.00
10	50 SY	Hot Mix Asphalt, 12.5M64 Driveway	\$62.00		\$3,100.00
11	422.08 SY	Topsoil, Fertilizer and Seed	\$1.00		\$422.08
<b>Subtotal</b>					<b>\$46,380.26</b>
<b>Total</b>					<b>\$46,380.26</b>

ACCEPTED: \_\_\_\_\_ CONTRACT AMOUNT \$ 156,000.00

CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_ PREVIOUS CHANGE ORDERS \$ 0.00

APPROVAL RECOMMENDED: \_\_\_\_\_ THIS CHANGE ORDER No. 1-Final \$ - \$46,380.26

POLISTINA & ASSOCIATES \_\_\_\_\_ DATE \_\_\_\_\_ TOTAL CHANGE ORDERS TO DATE \$ - \$46,380.26

APPROVED:

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

NOTE: All work under this Change Order to be done under applicable provisions of the contract. Change Order not valid unless properly authorized and approved.



**RESOLUTION No. 182, 2015**

A RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH KLINE CONSTRUCTION, INC. WITH REGARD TO MISCELLANEOUS SANITARY AND STORMWATER, CONTRACT NO. 8 IN THE CITY OF LINWOOD

**WHEREAS**, Change Order No. 1 with Kline Construction, Inc. with regard to Miscellaneous Sanitary and Stormwater, Contract No. 8 in the City of Linwood has been submitted for review and approval; and

**WHEREAS**, recommendations have been made to authorize the Change Order which will result in an increase of the total contract price in the amount of \$4,650.00 in accordance with the attached Change Order incorporated herein and made part hereof;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that Change Order No. 8 with Kline Construction regarding the Miscellaneous Sanitary and Stormwater be and is hereby authorized and approved;

**BE IT FURTHER RESOLVED**, by the Common Council of the City of Linwood that the Mayor be and is hereby authorized and directed to execute Change Order No. 1 with regard to the above referenced project.

**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 23rd day of December, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of December, 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:** 12-22-15  
**Re:** Availability of Funds-Sanitary Sewer & Stormwater Repair Change Order #1

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$4,650.00 are available under Capital Ordinance #6-2015B Sewer Improvements for Miscellaneous Sanitary Sewer and Stormwater Repair and Rehabilitation Change Order #1. Funds will be encumbered to Kline Construction Company Inc. 240 Waveland Ave. Galloway, NJ 08205.

**CONTRACT CHANGE ORDER**

CHANGE ORDER NO. 1

DATE December 21<sup>st</sup>, 2015

CONTRACT NO. 8

PROJECT DESCRIPTION Miscellaneous Sanitary and Stormwater

CONTRACT DATE September 30<sup>th</sup>, 2015

CONTRACTOR Kline Construction, Inc

REASON FOR CHANGE ORDER: Concrete Curb Installation

CON. ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION	
				Additions	Deletions
CO-1	93 LF	Concrete Curb Installation W. Vernon Avenue	\$50.00	\$4,650.00	
			<b>Subtotal</b>	\$4,650.00	
<b>Total</b>				\$4,650.00	

ACCEPTED: \_\_\_\_\_ CONTRACT AMOUNT \$ 133,710.00

CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_ PREVIOUS CHANGE ORDERS \$ 0.00

APPROVAL RECOMMENDED: \_\_\_\_\_ THIS CHANGE ORDER No. 1 \$ 4,650.00

\_\_\_\_\_ POLISTINA & ASSOCIATES DATE \_\_\_\_\_ TOTAL CHANGE ORDERS TO DATE \$ 4,650.00

APPROVED:

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

NOTE: All work under this Change Order to be done under applicable provisions of the contract. Change Order not valid unless properly authorized and approved.

**RESOLUTION No. 183, 2015**

A RESOLUTION WAIVING FEES FOR A TAX SEARCH REQUESTED BY NATIONAL TITLE INSURANCE COMPANY ON BEHALF OF THE CITY OF LINWOOD FOR BLOCK 1, LOT 49, CO5 IN THE CITY OF LINWOOD WITH REGARD TO A TITLE SEARCH FOR PROPERTY THAT THE CITY OF LINWOOD IS IN THE PROCESS OF PURCHASING

**WHEREAS**, the City of Linwood entered into an Agreement of Sale on December 16, 2014 with Coast Commercial, LLC for the purchase of Block 1, Lot 49, CO5; and

**WHEREAS**, the purchase of said property is subject to certain conditions, including but not limited to the City obtaining a clear title search; and

**WHEREAS**, in accordance with the terms and conditions of the Agreement of Sale, the City has ordered a title search from Jersey National Title Insurance Company; and

**WHEREAS**, the Title Company has requested a tax search through the Linwood Tax Collector's Office with a fee of \$10.00 for the subject search; and

**WHEREAS**, the Common Council of the City of Linwood is desirous of waiving the \$10.00 fee for the benefit of the City;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the \$10.00 tax search fee associated with this anticipated purchase and the title insurance related thereto be and is hereby waived in favor 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 23rd day of December, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of December, 2015.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

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

**RESOLUTION No. 184, 2015**

A RESOLUTION AUTHORIZING THE REFUND OF A TAX OVERPAYMENT OF THE 2015 4<sup>TH</sup> TAX PAYMENT MADE IN ERROR FOR BLOCK 32, LOT 13.01, LOCATED AT 100 E DAWN DRIVE, IN THE CITY OF LINWOOD

**WHEREAS**, James & Marilyn Tracey are the owners of Block 32, Lot 13.01 Located at 100 E Dawn Avenue, in the taxing District of the City of Linwood; and

**WHEREAS**, the 2015 4<sup>th</sup> quarter was paid twice; on October 21, 2015 the prior Mortgage Holder Fox Chase Bank paid \$3,327.03 towards the Property Taxes after the new Mortgage Holder made a payment on October 19, 2015; and

**WHEREAS**, Fox Chase Bank has requested the refund of the 2015 4<sup>th</sup> Quarter Taxes in the amount of \$3,327.03 be refunded directly to the homeowners since they no longer escrow for the property taxes;

**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 owners, James and Marilyn Tracey, in the amount of \$3,327.03 which is the amount of the overpayment to said property owners.

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 23rd day of December, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of December, 2015.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

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