LINWOOD COMMON COUNCIL AGENDA OF REORGANIZATION MEETING JANUARY 4, 2021 6:00 PM

CALL TO ORDER

NOTICE OF THIS MEETING HAS BEEN PUBLISHED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN PUBLIC MEETINGS ACT. In conformity and compliance with recommendations and advice of County, State, National and International Public Health agencies regarding public gatherings during the COVID-19 pandemic, including any directive of the NJ Division of Local Government Services (DLGS), the Linwood City Council will provide live streaming capabilities of its meeting on January 4, 2021 at 6:00 PM. Instructions to join the meeting via Zoom are included as an attachment to this agenda.

FLAG SALUTE

Councilwoman June Byrnes

INVOCATION

OATHS OF OFFICE

Matthew Levinson, Council, At-Large Eric Ford, Council Ward 1 Ralph Paolone, Council Ward 2

ROLL CALL

ELECTION OF COUNCIL PRESIDENT

Nominations Heard Vote Call Administration of Oath

ELECTION OF COUNCIL PRESIDENT PRO TEMPORE

Nominations Heard Vote Call Administration of Oath

RESOLUTIONS

15-2021

A Resolution approving the Temporary Budget for 2021

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.

1-2021	A Resolution setting dates for Caucus and Regular Council Meetings
2-2021	A Resolution adopting a Cash Management Plan for 2021
3-2021	A Resolution naming check signers
4-2021	A Resolution authorizing the Finance Office to maintain a Petty Cash
	Fund in the amount of \$100.00

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

	THIN CONSENT AGENDA (continued)
5-2021	A Resolution setting interest rates on delinquent taxes
6-2021	A Resolution setting a service charge for checks returned for insufficient
	funds
7-2021	A Resolution authorizing the allowance of a grace period before charging
	a penalty for late payment of taxes
8-2021	A Resolution authorizing the imposition of a penalty on tax delinquencies
	in excess of \$10,000
9-2021	A Resolution naming the official City Newspapers, for purposes of
	publication, specifically, The Mainland Journal, The Press of Atlantic
	City, The Ocean City Sentinel-Ledger, and The Current of Northfield,
	Linwood and Somers Point
10-2021	A Resolution appointing an authorized agent for the sale of City owned
20 202	land and/or property
11-2021	A Resolution appointing the Tax Assessor as Agent in appeals to reduce
11 2021	assessments for the year 2021
12-2021	A Resolution designating the Public Agency Compliance Officer for the
12 2021	City of Linwood
13-2021	A Resolution adopting Robert's Rules of Order
14-2021	A Resolution authorizing the City of Linwood to enter into a Contract with
14 2021	the attached list of vendors for State Contract Purchases
16-2021	A Resolution authorizing the canceling of small balances of tax refunds or
10 2021	delinquencies
17-2021	A Resolution authorizing the Tax Collector to substitute two mailings in
17 2021	lieu of advertising of the Tax Sale to be held in 2021
18-2021	A Resolution confirming Mayoral appointments for the year 2021
19-2021	A Resolution reappointing Tim Longnecker as Deputy Emergency
17 2021	Management Coordinator for the City of Linwood
20-2021	A Resolution authorizing the award of a Non-Fair and Open Contract to
20 2021	Joel M. Fleishman as Municipal Bond Counsel for the Year 2021 for the
	City of Linwood
21-2021	A Resolution authorizing the award of a Non-Fair and Open Contract to
21-2021	Ford Scott & Associates, LLC as Municipal Auditor for the Year 2021 for
	the City of Linwood
22-2021	A Resolution authorizing the appointment of Glenn Insurance as the Risk
22-2021	Management Consultant for the Atlantic County Municipal Joint
	Insurance Fund
23-2021	A Resolution authorizing the award of a Non-Fair and Open Contract to
	Polistina & Associates, LLC as Municipal Engineer
24-2021	A Resolution authorizing the cancellation of the first and second half 2021
2.2021	sewer billing for Block 130 Lot 1 located at 301 Davis Avenue in the City
	of Linwood
25-2021	A Resolution authorizing the refund of various tax overpayments made by
	Corelogic Mortgage
26-2021	A Resolution authorizing the reappointment of Belford Rivera as a Special
AU AUMI	Law Enforcement Officer, Class III, for the City of Linwood
	Dan Emotochich Officer, Class III, for the City of Elliwood

28-2021

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

A Resolution authorizing the award of a Non-Fair and Open Contract to James P. Grimley, Esq. as Shared Municipal Prosecutor for the year 2021 for the Cities of Linwood and Northfield

A Resolution awarding a Non-Competitive Contract for Professional

Services to Darrin M. Lord, Esq. as Shared Municipal Public Defender for

the year 2021 for the Cities of Linwood and Northfield

29-2020 A Resolution authorizing the award of a Non-Fair and Open Contract to

Joseph L. Youngblood, Jr. as Municipal Legal Counsel for the Year 2021

for the City of Linwood

ORDINANCES

1 OF 2021 AN ORDINANCE PROVIDING FOR AND ESTABLISHING

SALARIES, COMPENSATION 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.

FIRST READING:January 4, 2021PUBLICATION:January 11, 2021PASSAGE:January 27, 2021

APPROVAL OF BILL LIST: \$658,185.08

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

City of Linwood is inviting you to a scheduled Zoom meeting.

Topic: Linwood City Council Reorganization Meeting

Time: Jan 4, 2021 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://zoom.us/j/95096974953?pwd=dTZ2cUFPK1N1cGVMK1dhN3BYUytnQT09

Meeting ID: 950 9697 4953

Passcode: 952379

One tap mobile

+13017158592,,95096974953#,,,,*952379# US (Washington D.C)

+13126266799,,95096974953#,,,,*952379# US (Chicago)

Dial by your location

- +1 301 715 8592 US (Washington D.C)
- +1 312 626 6799 US (Chicago)
- +1 929 436 2866 US (New York)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 6833 US (San Jose)

Meeting ID: 950 9697 4953

Passcode: 952379

Find your local number: https://zoom.us/u/abzVrA6UaF

CITY OF LINWOOD Bill List By P.O. Number

P.O. Type: All Range: First Format: Condensed Paid: N Void: N Open: N Rcvd: Y Held: Y

Aprv: N Other: Y to Last Bid: Y State: Y Exempt: Y

Format. Condensed			Diui	1 State: 1	Octics i Exciliper i
PO # PO Date Vendor		PO Description	Status	Amount	Void Amount PO Type
21000013 01/02/20 00400	VITAL COMMUNICATIONS, INC *	2020 Data Processing	0pen	105.00	0.00 в
21000015 01/02/20 11359	HEALTH MATS COMPANY *		0pen	79.43	0.00 B
21000330 02/27/20 12419	TRICARE MEDICAL	2020 EMS Services	Open	3,750.00	0.00 B
21000632 04/29/20 12529	BUCKS COUNTY INTERNATIONAL INC	Public Works Dump Trucks	Open	280,514.00	0.00
21000734 05/14/20 12672	ELDER PEST CONTROL INC*	2020 Pest Control	Open	280.00	0.00 в
21000777 05/28/20 12418	TEAM LIFE INC	AED Supplies Fire Dept	Open	2,235.00	0.00
21000989 07/09/20 12573	TRIUS INC*	Snow Plows	0pen	20,392.00	0.00
21001005 07/10/20 10613	CHARLES S WINNER INC*	2020 Police Interceptors	Open	63,851.00	0.00
21001412 10/01/20 12598	RPM LANDSCAPE CONTRACTOR LLC*	Tow Backhoe to CAM for Repairs		700.00	0.00
21001528 10/22/20 10864	AJ PUGGI RECYCLING INC*	Leaf Recycling	0pen	11,200.00	0.00 B
21001584 11/04/20 10343	GRAINGER *	Dehumidifier Filters	Open	154.68	0.00
21001596 11/05/20 12245	ACTION UNIFORM CO LLC*	2020 Uniform Allow: Cohen	0pen	611.00	0.00
21001597 11/05/20 12245	ACTION UNIFORM CO LLC*	2020 Uniform Allow: Martin	Open	650.00	0.00
21001600 11/05/20 10343	GRAINGER *	Cable Ties Christmas Lights	0pen	141.04	0.00
21001611 11/06/20 11401	CLEAN AIR COMPANY	Hose Retraction Balancer	Open	479.70	0.00
21001627 11/10/20 11974	THOMAS BYRD	Bathroom Repair Rec Field	Open	550.00	0.00
21001630 11/12/20 00111	THE PRESS *	Ad for Ord. #14-2020	0pen	42.80	0.00
21001632 11/12/20 00924	DELTA DENTAL *	Dec 2020 Dental Insurance	Open	5,735.53	0.00
21001637 11/12/20 10343	GRAINGER *	Cover Plates Electric Outlets	Open	33.28	0.00
21001639 11/12/20 12512	SYNCB/AMAZON*	Supplies for Rec Field Cameras	Open	337.79	0.00
21001644 11/13/20 12512	SYNCB/AMAZON*	Clamps for Court Office Glass	0pen	319.84	0.00
21001652 11/16/20 12512	SYNCB/AMAZON*	Key Dispensers Rec Field	Open	23.03	0.00
21001672 11/23/20 12512	SYNCB/AMAZON*	Plexiglass Corner Holders	0pen	68.94	0.00
21001676 11/24/20 12512	SYNCB/AMAZON*	Audio Cables Council Room	0pen	28.46	0.00
21001683 11/25/20 00256	LANGS GARDEN MARKET LLC*	Supplies for Arboretum	Open	758.43	0.00
21001692 11/30/20 00256	LANGS GARDEN MARKET LLC*	Wreaths for City Hall	Open	200.00	0.00
21001700 11/30/20 12015	STAPLES BUSINESS ADVANTAGE	Office Supplies	Open	392.96	0.00
21001706 11/30/20 12015	STAPLES BUSINESS ADVANTAGE	Office Supplies Tax Office	Open	635.09	0.00
21001707 12/01/20 00056	SHORE HARDWARE & AUTO PARTS *	Dec 2020 Supplies	Open	262.58	0.00
21001731 12/02/20 10588	ONE CALL CONCEPTS, INC *	Nov 2020 Street Opening Notice	Open	48.62	0.00
21001732 12/02/20 00537	LINWOOD GULF AUTO & TIRE CTR *		0pen	393.00	0.00
21001738 12/03/20 11118	FLEETMASTER TRUCK REPAIR *	Federal DOT Inspection	Open	749.95	0.00
21001739 12/03/20 10185	CHAPMAN FORD SALES, INC *	PM Service P/W Truck #57	Open	299.95	0.00
21001741 12/03/20 10798	EASTERN SIGN CO *	Lettering P/W Pickup Truck	Open	325.00	0.00
21001744 12/04/20 12512	SYNCB/AMAZON*	Power Inverter	0pen	44.00	0.00
21001745 12/04/20 00424	CALVI ELECTRIC CO INC	Repair Football Scoreboard	Open	610.78	0.00
21001746 12/04/20 12570	SJSHORE MARKETING LLC*	Construction Office Forms	Open	940.00	0.00
21001748 12/07/20 00987	EASTERN AUTO PARTS WAREHOUSE *	Auto Supplies	Open	13.02	0.00
21001750 12/07/20 00015	BILLOWS ELECTRIC SUPPLY CO *	Exit Light Fixture	0pen	148.45	0.00
21001768 12/08/20 12301	GRANT BENEFITS SOLUTIONS	Nov 2020 Flex Spending Admin	0pen	25.00	0.00
21001769 12/08/20 12715	FRASER GOLF ASSOCIATES INC*	Stormwater Inlet Repair	Open	4,950.00	0.00
21001772 12/09/20 12649	NEHMAD PERILLO	Jul-Sept 2020 Plan Bd Legal	Open	4,712.00	0.00
21001773 12/09/20 00110	POINT AUTO REPAIR INC*	Replace Hood Latch 10 Charger	0pen	154.64	0.00
21001774 12/10/20 12216	UNIFIRST FIRST AID CORP*	Public Works Uniforms	Open	1,005.97	0.00
21001776 12/10/20 12390	CHESTER BROWN	Reimb Police Car Titles	Open	145.00	0.00
21001778 12/10/20 12453	OFFSHORE CARPET CLEANING LLC*	Clean Playground & Tax Office	Open	686.00	0.00
21001779 12/10/20 12499	GEESE CHASERS SOUTH JERSEY LLC		Open	819.00	0.00
21001780 12/10/20 00311	LINWOOD FIRE CO #1	Expense Reimbursement	Open	19,600.00	0.00
21001781 12/10/20 00044	VERIZON *	Communication Lines Nov 2020	Open	360.20	0.00
21001782 12/10/20 00256	LANGS GARDEN MARKET LLC*	Christmas Tree Rec Field	Open	550.00	0.00

CITY OF LINWOOD Bill List By P.O. Number

21001784 12/11/20 12052 CONSTELLATION NEWENERGY INC Nov 2020 Electric Open 1,365.16	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
21001786 12/11/20 00247 LINWOOD BOARD OF RECREATION Sept-Dec 2020 Background Check Open 3,656.62	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
21001787 12/11/20 00378 ATLANTIC COAST ALARM INC * Fire & Burgler Alarm P/W Open 720.00 21001788 12/11/20 10320 HOME DEPOT CRC * Landscape Timber Grape Vines Open 312.50 21001789 12/11/20 11221 BIRCH COMMUNICATIONS, LLC Repair Siren Police Car #53 Open 375.00 21001792 12/14/20 11084 COMCAST * Dec 2020 Emergency Mgt Cable Open 38.98 21001793 12/14/20 12344 ADVANCE AUTO PARTS Motor Oil Open 57.03 21001794 12/14/20 00108 NEW JERSEY AMERICAN WATER * NOV 2020 Hydrants Open 5,934.00 21001795 12/14/20 00058 SOUTH JERSEY GAS CO * Dec 2020 Natural Gas Open 178.93 21001796 12/14/20 12245 ACTION UNIFORM CO LLC* Fire Dept Uniforms Open 2,506.00 21001797 12/15/20 10682 C A M COMPANY * Hydraulic Oil Open 57.78 21001799 12/15/20 00110 POINT AUTO REPAIR INC* Oil Change Police Cars Open 39.99 21001800 12/15/20 10987 EASTERN AUTO PARTS WAREHOUSE * Air/Oil/Fuel Filters Open 203.14 21001806 12/15/20 11084 COMCAST * Dec 2020 Public Works Internet Open 291.06 2100180 12/16/20 11084 COMCAST * Dec 2020 Police Dept Internet Open 395.12 21001810 12/16/20 00463 COPIERS PLUS INC NOV 2020 Copy Costs Open 382.26	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
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21001810 12/16/20 00463 COPIERS PLUS INC Nov 2020 Copy Costs Open 234.55 21001811 12/16/20 00108 NEW JERSEY AMERICAN WATER * Nov 2020 Water Open 382.26	0.00
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	0.00
21001815 12/17/20 12453 OFFSHORE CARPET CLEANING LLC* Nov 2020 Sanitize Playground Open 294.00	0.00
21001816 12/17/20 00987 EASTERN AUTO PARTS WAREHOUSE * Auto Supplies Open 13.11	0.00
21001817 12/17/20 11746 CHERRY VALLEY TRACTOR SALES Water Pump P/W Truck Open 167.12	0.00
21001819 12/17/20 12512 SYNCB/AMAZON* Bike Horn Police Dept Open 101.61	0.00
21001820 12/17/20 11221 BIRCH COMMUNICATIONS, LLC Radar Mount Police Car #52 Open 154.99	0.00
21001821 12/17/20 00987 EASTERN AUTO PARTS WAREHOUSE * Auto Supplies Open 55.96	0.00
21001826 12/21/20 11083 LEIGH ANN NAPOLI Reimb Dec 2020 Zoom Meetings Open 14.99	0.00
21001827 12/21/20 12453 OFFSHORE CARPET CLEANING LLC* Dec 2020 Sanitize Playground Open 294.00 21001828 12/21/20 10185 CHAPMAN FORD SALES, INC * Tires for 2016 Police Explorer Open 69.80	0.00 0.00
21001828 12/21/20 10185 CHAPMAN FORD SALES, INC * Tires for 2016 Police Explorer Open 69.80 21001829 12/21/20 12699 ANGELA MARSHALL Reimb Zoning Class Open 372.00	0.00
21001830 12/21/20 00353 CITY OF NORTHFIELD 2020 Shared Retirement Benefit Open 1,747.17	0.00
21001831 12/21/20 12421 COMCAST BUSINESS* Dec 2020 Phone Bill Open 2,002.09	0.00
21001833 12/21/20 12718 THE RODGERS GROUP LLC* Police Dept Online Training Open 3,456.00	0.00
21001838 12/23/20 12344 ADVANCE AUTO PARTS Steering Wheel Cover Police Open 14.25	0.00
21001840 12/23/20 11962 LAURENCE CARLSON Reimb Prescription Costs Open 64.41	0.00
21001842 12/23/20 11836 RUTGERS, THE STATE UNIVERSITY Plan Bd Secretary Certificate Open 25.00	0.00
21001845 12/23/20 11138 JASON WEBER Reimb COVID Test Open 85.00	0.00
21001848 12/28/20 12347 ZW USA INC* Dog Waste Bags Open 932.49	0.00
21001850 12/28/20 00044 VERIZON * Dec 2020 Police MDT Units Open 344.19	0.00
21001859 12/30/20 00581 WAYNE FINNEGAN Reimb Prescriptions Open 23.13	0.00
21001860 12/30/20 00788 CITY OF PLEASANTVILLE Police Training Class Open 125.00	0.00
22000002 01/01/21 00917 VISION SERVICE PLAN * Jan 2021 Vision Insurance Open 1,088.64	0.00
22000003 01/01/21 00542 LINWOOD LIBRARY 1st Qtr 2021 Appropriation Open 78,683.75	0.00
22000004 01/01/21 12556 GREATAMERICA LEASING CORP* Jan 2021 Postage Lease Open 125.00	0.00
22000013 01/01/21 12296 PREMIER COMPUTER SERVICES LLC* 2021 IT Services Open 1,690.00	0.00 B
22000014 01/01/21 00046 NJ STATE LEAGUE OF MUNICIPAL * 2021 Membership Dues Open 697.00	0.00
22000015 01/01/21 00097 COUNTY OF ATLANTIC, OFFICE 2020 Added & Omitted Taxes Open 8,749.32	0.00
22000016 01/01/21 00164 NJ CONFERENCE OF MAYORS 2021 Membership Dues Open 395.00	0.00
22000020 01/01/21 11256 JOHN HAMILTON 2020 Uniform Allow: Hamilton Open 638.58	0.00
22000021 01/01/21 12557 CMRS-FP Jan 2021 Postage Open 900.00	0.00
22000023 01/04/21 12702 RUSSELL REID WASTE HAULING & Jan 2021 Port O Potty Rental Open 210.00	0.00
22000024 01/04/21 11084 COMCAST * Jan 2021 Fire Dept Phone Open 82.82	0.00
	0.00
22000026 01/04/21 11084 COMCAST * Jan 2021 Rec Field Internet Open 283.18 22000027 01/04/21 11871 STATE HEALTH BENEFIT PLAN Jan 21 Retired Health Benefits Open 30,941.32	0.00

January 4, 2021 11:10 AM CITY OF LINWOOD Bill List By P.O. Number Page No: 3

PO # PO Date Vendor		PO Description	Status	Amount	Void Amount	РО Туре
22000028 01/04/21 11871 22000030 01/04/21 12391	STATE HEALTH BENEFIT PLAN US BANK EQUIPMENT FINANCE*	Dec 2020 Health Benefits Jan 2021 Copier Lease P/W	Open Open	72,310.34 104.00	0.00 0.00	
Total Purchase Orders:	106 Total P.O. Line Items:	O Total List Amount:	658,185.08	Total Void A	mount:	0.00

Totals by Year-Fu Fund Description		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	80,827.71	0.00	80,827.71	0.00	0.00	80,827.71
CURRENT FUND	1-01	196,260.37	0.00	196,260.37	0.00	0.00	196,260.37
CAPITAL FUND	C-04	369,707.00	0.00	369,707.00	0.00	0.00	369,707.00
GRANT FUND	G-02	11,200.00	0.00	11,200.00	0.00	0.00	11,200.00
ESCROW ACCOUNTS	P-13	190.00	0.00	190.00	0.00	0.00	190.00
Total Of All	Funds:	658,185.08	0.00	658,185.08	0.00	0.00	658,185.08

RESOLUTION No. 15, 2021

A RESOLUTION APPROVING THE TEMPORARY BUDGET FOR 2021

WHEREAS, N.J.S.A. 40A: 4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2021 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided; and

WHEREAS, the date of this resolution is within the first thirty days of January, 2021; and

WHEREAS, the total appropriations in the 2020 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is the sum of \$11,176,346.01; and

WHEREAS, the total appropriations so made will not exceed 26.25% of the total appropriations in the 2020 Budget, exclusive of any appropriations made for interest on debt redemption charges and capital improvement fund in said 2020 Budget is the sum of \$2,933,790.83;

NOW, THEREFORE, BE IT RESOLVED, that the following appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records:

TEMPORARY APPROPRIATIONS - 2021

Administrative & Executive	
Other Expenses	945.00
Mayor & Council	
Salaries & Wages	17,307.00
Municipal Clerk	
Salaries & Wages	38,234.00
Other Expenses	10,552.00
Elections	
Other Expenses	1,706.00
Financial Administration	
Salaries & Wages	20,499.00
Other Expenses	7,350.00
Annual Audit	
Other Expenses	7,665.00
Assessment of Taxes	
Salaries & Wages	8,732.00
Other Expenses	4,066.00
Collection of Taxes	
Salaries & Wages	20,585.00
Other Expenses	3,937.00
Legal Services & Costs	
Other Expenses	35,437.00
Engineering Services & Costs	
Other Expenses	9,187.00
Public Building & Grounds	
Other Expenses	83,737.00

Planning Board	2 500 00
Salaries & Wages	2,509.00
Other Expenses	9,187.00
Shade Tree	
Other Expenses	105.00
Insurance Premiums	
Group Insurance for Employees	289,033.00
Other Insurance Premiums	39,096.00
Workmen's Compensation Insurance	83,448.00
Uniform Fire Safety Act	
Salaries & Wages	4,069.00
Other Expenses	2,683.00
Fire	
Salaries & Wages	96,048.00
Other Expenses	21,131.00
Aid to Volunteer Fire Companies	
Operation & Maintenance	10,500.00
Police	
Salaries & Wages	529,142.00
Other Expenses	38,692.00
Municipal Court	•
Salaries & Wages	44,951.00
Other Expenses	3,281.00
Emergency Management Services	•
Salaries & Wages	271.00
Other Expenses	5,169.00
Road Repairs & Maintenance	0,200.00
Salaries & Wage	116,638.00
	45,937.00
Other Expenses	13,331.00
Sewer System	
Other Expenses Finance & Administration	1,325.00
	6,562.00
Operation & Maintenance	115,500.00
Landfill - Tipping Fees	47,233.00
Sanitation	12,660.00
Municipal Services Act	12,880.00
Dog Warden	2 520 00
Contractual	2,520.00
Other Expenses	
Recreation Services	2 002 00
Salaries & Wages	2,002.00
Other Expenses	9,673.00
Historian	101 00
Other Expenses	131.00
State Uniform Construction Code	
Construction Code Official	
Salaries & Wages	35,467.00
Other Expenses	1,265.00

Utilities	
Gasoline	11,812.00
Electric	26,250.00
Telephone & Telegraph	12,862.00
Natural Gas	8,400.00
Street Lighting	34,125.00
Fire Hydrant Services	18,637.00
Water & Sewer	1,837.00
Accumulated Leave	1.00
Contingent	125.00
Public Employees' Retirement System inside cap	45,155.00
Police & Firemen's Retirement System inside cap	141,271.00
Social Security	68,250.00
Unemployment Compensation Insurance	3,937.00
Maintenance of Free Public Library	
Other Expenses	80,275.00
Atlantic County Sewerage Authority	
Share of Costs	131,618.00
City of Northfield's Share of Sewer Rents	3,024.00
NJPDES Stormwater Permit Streets & Roads	2,100.00
NJPDES Stormwater Permit Landfill Tipping	6,562.00
NJDPES Stormwater Permit Municipal Clerk	131.00
Dispatch Shared Services	96,009.00
Emergency Medical Services	10,631.00
Sewer System Services	38,234.00
Prosecutor Services	5,000.00
Public Defender Services	1,000.00
Municipal Alliance Grant	3,153.00
Total	2,596,566.00

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

LEIGH	ANN	NAPO	OLI,	RMC,	MUNIC	IPAL	CLERI
DARREN	3 6 73 17	n ~ ~ .	3 4 73 5 7	O.D.			

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RESOLUTION No. 1, 2021

A RESOLUTION SETTING DATES FOR CAUCUS AND REGULAR COUNCIL MEETINGS

BE IT RESOLVED, by the Common Council of the City of Linwood that the following dates shall be the official dates of the City Caucus and City Council Meetings for the year 2021. Formal Action may be taken at each.

CAUCUS meetings will be held at 6:00 P.M. followed by REGULAR COUNCIL meetings to commence directly following the conclusion of the Caucus meetings on the following dates;

WEDNESDAY, JANUARY 27 WEDNESDAY, FEBRUARY 10 WEDNESDAY, FEBRUARY 24 WEDNESDAY, MARCH 10 WEDNESDAY, MARCH 24 WEDNESDAY, APRIL 14 WEDNESDAY, APRIL 28 WEDNESDAY, MAY 12 WEDNESDAY, MAY 26 WEDNESDAY, JUNE 9 WEDNESDAY, JUNE 23 (IF NEEDED) WEDNESDAY, JULY 14 WEDNESDAY, JULY 28 (IF NEEDED) WEDNESDAY, AUGUST 11 WEDNESDAY, AUGUST 25 (IF NEEDED) THURSDAY, SEPTEMBER 9 WEDNESDAY, SEPTEMBER 22 WEDNESDAY, OCTOBER 13 WEDNESDAY, OCTOBER 27 WEDNESDAY, NOVEMBER 10 TUESDAY, NOVEMBER 23 WEDNESDAY, DECEMBER 8 WEDNESDAY, DECEMBER 22 (IF NEEDED)

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREI	N MA	TIK, MAYO	OR		
PPROVED:						

RESOLUTION No. 2, 2021

A RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR 2021

WHEREAS, under the provisions of N.J.S.A. 40A:5-14, the City of Linwood must adopt an annual cash management plan;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey, that the attached cash management plan is hereby adopted by the City of Linwood for the year 2021.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

LEIGH A	NN	NAPOLI,	RMC,	MUNICIPAL	CLERK
DARREN I	TAM	TIK, MAYO	OR		

CASH MANAGEMENT PLAN OF THE CITY OF LINWOOD IN THE COUNTY OF ATLANTIC, NEW JERSEY

I. STATEMENT OF PURPOSE

This Cash Management Plan (The "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the City of Linwood, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure safety, the liquidity (regarding intended purposes), and the availability for the investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the City of Linwood:

Current Operating Fund Capital Fund

B. It is understood that this Plan is not intended to cover certain funds and accounts of the City of Linwood, specifically:

Planning or Zoning Board Sewer Lateral Engineer Escrow Funds

III. <u>DESIGNATION OF OFFICIAL OF THE CITY OF LINWOOD AUTHORIZED TO</u> MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer of the City of Linwood (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such Deposits or any Permitted Investments, such official of the City of Linwood, is directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement on file with such officials.

IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

- 1. Wells Fargo Bank
- 2. TD Bank
- 3. PNC Bank
- 4. OceanFirst Bank
- 5. Crown Bank
- 6. BB&T Bank

All such depositories shall acknowledge in writing receipt of this plan by sending a copy of such acknowledgement to the Designated Official referred to in Section III above.

V. <u>DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE</u> DESIGNATED OFFICIAL MAY DEAL

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official of the City of Linwood referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Official referred to in Section III above.

- 1. NJ/ARM
- 2. MBIA Class
- 3. NJ Cash Management Fund

VI. AUTHORIZED INVESTMENTS

Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

- 1. Bonds or other obligations of the United States of America or obligations quaranteed by the United States of America;
 - 2. Government Money Market Mutual Funds;
- 3. Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed
- rate of interest not dependent on any index or other external factor;
- 4. Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
- 5. Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of Treasury for investment by Local Units;
 - 4. Local government investment pools;
 - 5. Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P. L. 1977, c. 281 (C. 52:18A-90 .4); or
 - 6. Agreements for the repurchase of fully collateralized securities if: (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this

subsection a; (b) the custody of collateral is transferred to a third party; (c) the maturity of the agreement is not more than 30 days; (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c. 236 (C.17:9-41); and (e) a master repurchase agreement providing for the custody and security of collateral is executed. For the purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

GOVERNMENT MONEY MARKET MUTUAL FUND. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R. sec. 270. 2a-7. (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec.270. 2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
 - (c) which has:
- (i) attained the highest ranking or the highest letter and numerical rating of a nationally recognized statistical rating organization; or (ii) retained an investment advisor registered or exempt from registration with the Securities and exchange Commission pursuant to the "Investment Advisors Act of 1940", 15 U.S.C. sec. 80b-1 et seq., with experience investing the most recent past 60 months and with assets under management in excess of \$500 million.

LOCAL GOVERNMENT INVESTMENT POOL. An investment pool;

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act", P.L. 1968, c.410 (c. 52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (e) which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and (f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c. 9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer

who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in borrowing on such U.S. Government securities.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN.

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the City of Linwood, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the City of Linwood to assure that there is no unauthorized use of the funds or Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the City of Linwood or by a third party custodian prior to or upon the release of the City of Linwood's funds.

To assure that all parties with whom the City of Linwood deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designate Official(s).

VIII. REPORTING REQUIREMENTS.

On the tenth day of each month during which this Plan is in effect, the Designated Official(s) referred to in Section III hereof shall supply to the governing body of the City of Linwood a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information: The name of any institution holding funds of the City of Linwood as a Deposit or a Permitted Investment.

- A. The amount of securities or Deposits purchased during the immediately preceding month.
- B. The class or type of securities or Deposits purchased or Deposits made.
- C. The book value of such Deposits or Permitted Investments.
- D. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- E. The fees incurred to undertake such Deposits or Permitted Investments.
- F. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- G. All other information which may be deemed reasonable from time to time by the governing body of the City of Linwood

IX. TERM OF PLAN.

This Plan shall be in effect from January 1, 2021 to December 31, 2021. Attached to this Plan is a resolution of the governing body of the City of Linwood approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Council, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

RESOLUTION No. 3, 2021

A RESOLUTION NAMING CHECK SIGNERS

BE IT RESOLVED, by the Common Council of the City of Linwood, that the following officials are hereby authorized to sign checks or withdrawal slips where a combination of two principal signatures are required: Mayor and City Clerk;

BE IT FURTHER RESOLVED, that the payroll account requires only two signatures: Mayor & City Clerk.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

LEIGH ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
DARREN MA	TIK, MAY	OR		

RESOLUTION No. 4, 2021

A RESOLUTION AUTHORIZING THE FINANCE OFFICE TO MAINTAIN A PETTY CASH FUND IN THE AMOUNT OF \$100.00

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash Fund for the Finance Office of the City of Linwood; and

WHEREAS, said City of Linwood Petty Cash Fund was established by resolution dated May 10, 1989, by the Council of the City of Linwood; and

WHEREAS, said Petty Cash Fund received approval from the Director of Local Government Services on July 5, 1989; and

WHEREAS, it is the desire of the Council that said fund be continued under the direction of the Finance Officer;

NOW, THEREFORE, BE IT RESOLVED, on this 4th day of January, 2021, by the Common Council of the City of Linwood, State of New Jersey that:

- 1. During the year 2021, Anthony Strazzeri, Chief Financial Officer, be and is hereby authorized and permitted to establish a Petty Cash Fund in the amount not to exceed \$100.00 pursuant to the provisions of N.J.S.A. 40A:5-21. Said Petty Cash Fund will be used by such office or department to pay claims for small miscellaneous expenses.
- 2. Anthony Strazzeri, Chief Financial Officer, having custody of the Fund will be bonded in an amount not less than \$50,000.00 and will maintain said Fund in accordance with the laws and regulations governing its operation.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

RESOLUTION No. 5, 2021

A RESOLUTION SETTING INTEREST RATES ON DELINQUENT TAXES

WHEREAS, R.S. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments; and

WHEREAS, R.S. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum on the first \$1,500.00 of delinquency and 18% per annum on any amount in excess of \$1,500.00;

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

The Tax Collector is hereby authorized and directed to charge eight (8) percent per annum on the first \$1,500.00 of delinquency, and eighteen (18) percent per annum on any amount in excess of \$1,500.00, said amounts to be calculated from the date the tax is payable until the date of actual payment.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK	
DARREI	NAM V	TIK, MAY	OR		<u> </u>	

RESOLUTION No. 6, 2021

A RESOLUTION SETTING A SERVICE CHARGE FOR CHECKS RETURNED FOR INSUFFICIENT FUNDS

BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, State of New Jersey:

- 1. Whenever a check payable to any account of the City of Linwood is returned for insufficient funds or for any other reason beyond the control of the City, a service charge of \$20.00 per transaction shall be added to the account. The service charge shall be paid and credited before any other payment on the account is accepted and credited;
- 2. Any person whose returned checks become chronic, as determined by the Chief Financial Officer, may thereafter be required to pay in cash or certified or cashier's check.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

	LEIGH ANN NAPOLI, RMC, MUNICIPAL CLE	₹K
	DARREN MATIK, MAYOR	_
APPROVED:		

RESOLUTION No. 7, 2021

A RESOLUTION AUTHORIZING THE ALLOWANCE OF A GRACE PERIOD BEFORE CHARGING A PENALTY FOR LATE PAYMENT OF TAXES

WHEREAS, N.J.S.A. 54:4-67 allows the governing body to fix the rate of interest to be charged for the nonpayment of taxes or assessments on or before the date when they would become delinquent, and may provide that no interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same became payable; and

WHEREAS, the Mayor and Common Council of the City of Linwood are desirous of so authorizing the Linwood Tax Collector to allow such a grace period of taxes, assessments and sewer charges;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Linwood, that the Linwood City Tax Collector is hereby duly authorized, empowered and directed to charge a penalty starting on February 11, 2021 for the first quarter, May 11, 2021 for the second quarter, August 11, 2021 for the third quarter and November 11, 2021 for the fourth quarter.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
				~ ~ ~		
	DARRE	N MA	TIK, MAY	OR		
APPROVED:						
AFFROVED.						

RESOLUTION No. 8, 2021

A RESOLUTION AUTHORIZING THE IMPOSITION OF A PENALTY ON TAX DELINQUENCIES IN EXCESS OF \$10,000.00

WHEREAS, N.J.S.A. 54:4-67 allows the governing body to charge a taxpayer having a tax delinquency in excess of \$10,000.00 at the end of the calendar year, an amount not to exceed 6% of said delinquency; and

WHEREAS, the Mayor and Common Council of the City of Linwood are desirous of so authorizing the Linwood Tax Collector to assess such a penalty;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Linwood, that the Linwood Tax Collector be and is hereby duly authorized, empowered and directed to charge a penalty in the amount of 6% for all delinquent taxes, assessments, or other municipal liens or charges in excess of \$10,000.00 which have not been paid prior to the end of this calendar year.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
DARRE	N MA'	TIK, MAYO	OR		

RESOLUTION No. 9, 2021

A RESOLUTION NAMING OFFICIAL NEWSPAPERS FOR PURPOSES OF PUBLICATION

BE IT RESOLVED, by the Common Council of the City of Linwood, New Jersey, that the following are hereby designated as official newspapers for the City of Linwood, for the publication of Ordinances, Resolutions, special notices, bids and sale of land, etc. for the City of Linwood for the year 2021:

The Mainland Journal

The Press of Atlantic City

Ocean City Sentinel-Ledger

The Current of Northfield, Linwood & Somers Point

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

	LEIGH ANN NAPOLI, RMC, MUNICIPA	L CLERK
	DARREN MATIK, MAYOR	
APPROVED:		

RESOLUTION No. 10, 2021

Α	RESOLUTION	APPOINTING	ΑN	AUTHORIZED	AGENT	FOR	THE	SALE	OF	CITY	OWNED
			T.7	AND AND/OR	PROPERT	ľΥ					

WHEREAS, there appears to be a need for the appointment of an authorized agent for the sale of City owned land and/or property;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the City Solicitor be and is hereby appointed the aforementioned agent in and for the City of Linwood for a term commencing January 1, 2021 and ending December 31, 2021.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

RESOLUTION No. 11, 2021

A RESOLUTION APPOINTING THE TAX ASSESSOR AS AGENT IN APPEALS TO REDUCE ASSESSMENTS FOR THE YEAR 2021

WHEREAS, from time to time the Tax Assessor discovers an error in calculation, transposing, measurement or typographical errors in the tax assessment on the tax list after the time for County Board of Taxation has certified the tax rates for the year; and

WHEREAS, if the above discovered errors are not corrected, the taxpayers effected would be paying more than their fair share of taxes; and

WHEREAS, the method of correcting such errors is to file a Petition of Appeal for the current tax year with the County Board of Taxation; and

WHEREAS, the error was not caused by the taxpayer;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Tax Assessor is hereby authorized to act as the agent of the Taxing District and file a Petition of Appeal for the tax year 2021 with the Atlantic County Board of Taxation to correct such error and lower such assessments to the correct value; and

That a certified copy of this resolution be forwarded to the Atlantic County Board of Taxation with any such Petition of Appeal.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

LEIGH	ANN	NAP	OLI,	RMC,	MUNICIPAL
				OR	

RESOLUTION No. 12, 2021

A RESOLUTION DESIGNATING THE PUBLIC AGENCY COMPLIANCE OFFICER FOR THE CITY OF LINWOOD

WHEREAS, the State of New Jersey requires the designation of a Public Agency Compliance Officer (P.A.C.O.) by a municipality; and

WHEREAS, the P.A.C.O. is the liaison official for all matters concerning P.L. 1975, C. 127 (N.J.A.C. 17:27) and must have the authority to recommend the appropriate corrections to the agency's contracting procedures; and

WHEREAS, the Common Council of the City of Linwood is desirous of designating a Public Agency Compliance Officer for the City of Linwood;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the City Clerk, be and is hereby designated as the Public Agency Compliance Officer (P.A.C.O) for the City of Linwood effective immediately.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

LERK	C	MUNICIPAL	RMC,	• ,	OLI,	NAP	ANN	I
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RESOLUTION No. 13, 2021

A RESOLUTION ADOPTING	ROBERT'S	RULES	OF	ORDER
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RESOLUTION No. 14, 2021

- A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO ENTER INTO A CONTRACT WITH THE ATTACHED LIST OF VENDORS FOR STATE CONTRACT PURCHASES
- WHEREAS, the City of Linwood, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and
- WHEREAS, the City of Linwood has the need on a timely basis to purchase goods or services utilizing State contracts; and
- WHEREAS, the City of Linwood intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts;
- NOW, THEREFORE, BE IT RESOLVED, that the City of Linwood authorizes the Chief Financial Officer or Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts;
- BE IT FURTHER RESOLVED, that the governing body of the City of Linwood pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Financial Officer;
- BE IT FURTHER RESOLVED, that the duration of the contracts between the City of Linwood and the Referenced State Contract Vendors shall be from January 1, 2021 to December 31, 2021.
- I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK	
DARREN MATIK, MAYOR	

Referenced State Contract Vendors

Commodity/Service Office supplies Computers

 Vendor
 Amount/State

 Staples Inc.
 \$15,000.00

 \$20,000.00

Amount/State Contract #

RESOLUTION No. 16, 2021

A RESOLUTION AUTHORIZING THE CANCELING OF SMALL BALANCES

WHEREAS, the Governing Body of the City of Linwood finds and declares that N.J.S.A 40A:5-17-1 empowers the tax collector to process the cancellation of tax refunds and/or delinquencies of less than Ten (\$10.00) Dollars; and

WHEREAS, the Governing Body further finds and declares that the Municipal Tax Collector is qualified to process the cancellation of tax refunds and/or delinquencies of less than Ten (\$10.00) Dollars; and

WHEREAS, the Governing Body further finds and declares that it is in the best interest of the citizens of the City of Linwood for the Municipal Tax Collector to be authorized to process the cancellation of the tax refunds and/or delinquencies of less than Ten (\$10.00) Dollars in accordance with N.J.S.A 40A:5-17-1;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Municipal Tax Collector is hereby authorized to process the cancellation of tax refunds or delinquencies of less than Ten (\$10.00) Dollars for calendar year 2021 in accordance with N.J.S.A 40A:5-17-1.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
DARREI	I MA'	TIK, MAY	OR		

RESOLUTION No. 17, 2021

A RESOLUTION AUTHORIZING THE TAX COLLECTOR TO SUBSTITUTE TWO MAILINGS IN LIEU OF ADVERTISING OF THE TAX SALE TO BE HELD IN 2021

WHEREAS, State statute N.J.S.A. 54:5-26 allows the tax collector the option to substitute one or two mailings for one or two of advertising and charge a fee up to \$25.00 per mailing; and

WHEREAS, the collector will send out two separate mailings in lieu of advertising and will advertise at least two weeks prior to the tax sale in 2021 all in accordance with State statute;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the collector shall be and is authorized to substitute two advertisings with mailing of notices of tax 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 Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

LEIGH ANN NAPOLI, RMC,	CIPAL CLERK
DARREN MATIK, MAYOR	

RESOLUTION No. 19, 2021

A RESOLUTION REAPPOINTING TIM LONGNECKER AS DEPUTY EMERGENCY MANAGEMENT COORDINATOR FOR THE CITY OF LINWOOD

WHEREAS, there exists a need for an appointment of a Deputy Emergency Management Coordinator in the City of Linwood; and

WHEREAS, the Mayor has appointed Tim Longnecker to the position of Deputy Emergency Management Coordinator; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Mayor's reappointment of Tim Longnecker to the position of Deputy Emergency Management Coordinator for a one-year term expiring on December 31, 2021, be and are hereby confirmed.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREI	I MA	TIK, MAY	OR		
APPROVED:	The state of the s					

RESOLUTION No. 20, 2021

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO JOEL FLEISHMAN AS BOND COUNSEL

WHEREAS, the City of Linwood has a need to acquire legal services as Bond Counsel as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 (or 20.5 as appropriate); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year and may be extended as approved by the Governing Body; and

WHEREAS, Joel M. Fleishman, Esq., has submitted a letter of intent dated December 7, 2020 indicating he will provide Bond Counsel services; and

WHEREAS, Joel M. Fleishman, Esq., has completed and submitted a Business Entity Disclosure Certification which certifies that Joel M. Fleishman, Esq., has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Joel M. Fleishman, Esq., from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised;

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

- 1. The Common Council authorizes the Mayor to enter into a contract with Joel M. Fleishman, Esq., as described herein; and,
- 2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
- 3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
- 4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.
- 5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

RESOLUTION NO. 20, 2021 PAGE 2

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

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	THE TWO WEDGET DAG MUNICIPAL CLEDY
	LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK
	DARREN MATIK, MAYOR
APPROVED:	

CITY OF LINWOOD

Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date: 12-29-2020

Re: Availability of Funds-Bond Counsel

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under various capital ordinances in the capital budget as well as legal services in the operating budget. Funds will be encumbered to Fleishman Daniels Law Offices LLC, 646 Ocean Heights Ave. Suite 103 Linwood, NJ 08221.

FLEISHMAN • DANIELS LAW OFFICES, LLC

A NEW JERSEY LIMITED LIABILITY COMPANY 646 Ocean Heights Avenue - Suite 103 Linwood, New Jersey 08221

JOEL M. FLEISHMAN, ESQUIRE

Member NJ & PA Bar E-mail: <u>Joel@fdlawllc.com</u>

Please refer to: 20006-77

(609) 272-1266 FAX (609) 272-9351 MICHAEL R. RANN, ESQUIRE

Of Counsel Member NJ Bar

E-mail: Michael@fdlawllc.com

John W. Daniels, Esquire (2002-2016)

December 3, 2020

VIA HAND DELIVERY

Leigh Ann Napoli, RMC, CMR, MPA City of Linwood 400 Poplar Avenue Linwood, New Jersey 08221

RE: City of Linwood – Bond Counsel Services for 2021

Dear Leigh Ann:

I would like to thank the Linwood City Council, Anthony Strazzeri and you for giving us the privilege of serving as bond counsel to the City of Linwood for so many years. We sincerely appreciate your confidence in our legal team and look forward to once again working with you throughout the upcoming year.

In this regard, I have enclosed the following signed documents:

- 1. Two (2) copies of our proposed Fee Agreement for 2021, which I have signed. Please note that our rate structure remains unchanged from 2020.
- 2. Political Contribution Disclosure Form;
- 3. Business Entity Disclosure Certification;
- 4. Stockholder Disclosure Certification;
- 5. Business Registration Certificate; and
- 6. Certificate of Insurance.

Please return one (1) fully-executed Fee Agreement to me at your earliest convenience.

RECEIVED

DEC 0 7 2020

CLERK'S OFFICE CITY OF LINWOOD

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FLEISHMAN + DANIELS LAW OFFICES

Leigh Ann Napoli, RMC, CMR, MPA City of Linwood December 3, 2020 Page 2

Again, I thank you for the opportunity to be of service to the City in 2021. Should you have any questions, please feel free to contact me at my office

sum.

Very truly yours,

Joel M. Fleishman

JMF/aps Enclosure

FEE AGREEMENT

THIS AGREEMENT made on this ___ day January, 2021, effective as of January 1, 2021, between the CITY OF LINWOOD, a body politic of the State of New Jersey, herein designated as the "City", party of the first part, and FLEISHMAN-DANIELS LAW OFFICES, LLC, a New Jersey limited liability company, 646 Ocean Heights Avenue, Suite 103, Linwood, New Jersey 08221, attorney-at-law, hereinafter designated "Bond Counsel", party of the second part:

WITNESSETH:

- I. The City desires to authorize and issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey and to finance such capital projects through temporary and/or permanent obligations at the most advantageous terms available to it.
- II. Bond Counsel, in connection of the making and the signing of the within agreement, agrees to render the following services:
 - 1. Bond Counsel will prepare and/or review all bond ordinances adopted, or to be adopted, by the governing body, with respect to any 2021 bond issuance of the City;
 - 2. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes, with respect to any 2021 bond issuance of the City;
 - When the City determines to issue such bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the City's Solicitor for review. Bond Counsel will seek the advice of the City's Auditor in connection with the appropriate maturity schedule for the bonds to be sold, and will assist in the preparation of the Official Statement. Bond Counsel will see to the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for the new issues of New Jersey municipal bonds of this type. Bond Counsel will arrange for the printing of the notice of sale in The Bond Buyer and will answer any inquiries made by the investment community concerning this bond sale. Bond Counsel will attend the bond sale and will render legal advice, as necessary, concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will, further, attend the closing

with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds;

- 4. When the City determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes and will submit them to the City's Solicitor for review. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Normally, it is not necessary for Bond Counsel to attend the closing for the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the City's Solicitor for execution and delivery;
- 5. Bond Counsel will provide for basic advice in regard to the effect of the federal arbitrage regulations on the issuance of these bonds and the investment of the proceeds thereof; and
- 6. Bond Counsel will provide for basic advice in regard to the required contractual agreement between the City and the underwriter.
- III. The City will make payments to Bond Counsel for services rendered in accordance with the following schedule:
 - 1. For services rendered in connection with each bond sale, a fee of \$2,800.00 plus \$1.00 per thousand dollars of bonds issued, with a minimum fee of \$8,500.00. For more complicated transactions involving refundings of outstanding bond issues, we will establish a fixed fee with the City to be determined based upon the type of transaction involved.
 - 2. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record or proceedings in connection therewith, a fee of \$500.00 for each single purpose or multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be additional fees to be charged at a fixed hourly rate of \$150.00 per hour for attorney time and \$85.00 per hour for legal assistant time. The fees for services in connection with the ordinances will be charged periodically during the course of the year.
 - 3. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$500.00 plus an amount equal to \$.50 per thousand of bond anticipation notes or tax anticipation notes issued, with a minimum fee of \$1,850.00. If additional services are required, such as with issues involving advance refunding or the combination of

numerous ordinances, the additional time required will be billed at the fixed hourly rate of \$150.00 per hour.

- 4. For matters involving the New Jersey Environmental Infrastructure Financing Program, we will continue to provide our legal services at the fixed hourly rate of \$150.00 per hour for attorney time and \$85.00 per hour for legal assistant time.
- E. Bill(s) will include fees and any disbursements made on your behalf, including telephone toll calls, photocopying, postage, traveling expenses (other than local), filing fees, advertising expenses relating to <u>The Bond Buyer</u> and other out-of-pocket expenses.
- IV. During the performance of this Agreement, the following terms shall apply:
 - 1. Bond Counsel will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Bond Counsel will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rate of pay or other forms of compensation; and selection for training; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bond Counsel agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
 - 2. Bond Counsel will, in all solicitations or advertisements for employees placed by or on behalf of Bond Counsel, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
 - 3. Bond Counsel, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of Bond Counsel's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
 - 4. Bond Counsel agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
 - 5. Bond Counsel agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1985, c. 127, as amended and supplemented from time to time in accordance with a

ATTEST:

binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1985, c. 127, as amended and supplemented from time to time;

- 6. Bond Counsel agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- 7. Bond Counsel agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by statutes and the court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions; and
- 8. Bond Counsel agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

CITY OF LINWOOD

IN WITNESS WHEREOF, the City of Linwood has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has executed this Agreement as of the date and year first above written.

	By: Darren Matik, Mayor
WITNESS:	BOND COUNSEL: FLEISHMAN-DANIELS LAW OFFICES, LLC
Manual Haropoli Angela P. Staropoli	By Mu Just Joel M. Fleishman, Esquire

RESOLUTION No. 21, 2021

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO FORD SCOTT & ASSOCIATES, LLC AS MUNICIPAL AUDITOR

WHEREAS, the City of Linwood has a need to acquire services as Municipal Auditor as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 (or 20.5 as appropriate); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year and may be extended as approved by the Governing Body; and

WHEREAS, Leon P. Costello of the firm Ford Scott & Associates, LLC has submitted a letter of intent dated December 2, 2020 indicating he will provide Municipal Auditing services; and

WHEREAS, Leon P. Costello of the firm Ford Scott & Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Leon P. Costello of the firm Ford Scott & Associates, LLC has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Leon P. Costello of the firm Ford Scott & Associates, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised;

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

- 1. The Common Council authorizes the Mayor to enter into a contract with Leon P. Costello of the firm Ford Scott & Associates, LLC as described herein; and,
- 2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
- 3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
- 4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.
- 5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

RESOLUTION NO. 21, 2021 PAGE 2

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

this 4th day of January, 2021	•
	LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK
APPROVED:	DARREN MATIK, MAYOR

CITY OF LINWOOD

Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date: 12-29-2020

Re: Availability of Funds-Audit Services

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$29,800.00 will be available under Audit Services in the operating Budget. Funds will be encumbered to Ford-Scott & Associates, LLC, PO Box 538 Ocean City, NJ 08226-0538.



CERTIFIED PUBLIC ACCOUNTANTS

ASSOCIATES, L.L.C.

1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226 PHONE 609.399.6333 • FAX 609.399.3710 www.ford-scott.com

December 2, 2020

Mayor and Governing Body and Chief Financial Officer City of Linwood 400 Poplar Avenue Linwood, NJ 08221 RECEIVED

UEC U Z 2020

CLERK'S OFFICE CITY OF LINWOOD

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide the City of Linwood for the year ended December 31, 2020. We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements of the City of Linwood as of and for the year ended December 31, 2020. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Assistance in the preparation of the 2021 Local Municipal Budget from information provided to us by officials of the City of Linwood.
- Assistance in the preparation of the 2020 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the City of Linwood.
- Assistance in the preparation of the 2020 Financial Statements and related notes utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the City of Linwood.
- Assistance in the preparation of the 2020 Annual Debt Statement.

We have also been engaged to report on supplementary information other than Required Supplementary Information (RSI) that accompanies the City of Linwood's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedules of Expenditures of Federal & State Awards (if applicable).
- Supplemental information and schedules required by the NJ Division of Local Government Services.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on this information:

Other Comments and Recommendations

Separately, we will also prepare and issue the following reports and documents as required by the Division of Local Government Services:

- Court Report
- Dog Report
- New Jersey Audit Questionnaire
- Uniform Construction Code Enforcement Fee Report

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

If applicable, internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey OMB 15-08 (if applicable).

The Government Auditing Standards report on internal control over financial reporting and compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the Provisions of the Uniform Guidance and New Jersey OMB 15-08, if applicable; and the Requirements of Audit promulgated by the New Jersey Division of Local Government Services and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and New Jersey OMB 15-08, if applicable, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Governing Body of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. Since the entity's financial statements are presented in accordance with the regulatory basis of accounting, our opinion will be adverse for presentation in accordance with accounting principles generally accepted in the United States of America. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the regulatory basis, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal and state award programs, if applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance and New Jersey OMB 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, if applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and New Jersey OMB 15-08, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and New Jersey OMB 15-08, if applicable.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and NJ OMB 15-08 for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. For federal and state programs that are included in the Compliance Supplement and NJ OMB 15-08, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement and NJ OMB 15-08 identifies as being subject to audit. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the financial statements, schedules of expenditures of federal and state awards, if applicable, and related notes of the entity in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services, the Uniform Guidance and NJ OMB 15-08 based on information provided by you. We will also assist in the preparation of the Local Municipal Budget, the Annual Financial Statement and the Annual Debt Statement. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedules of expenditures of federal and state awards and the related notes, the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement, previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal and state awards, if applicable, and all accompanying information in conformity with the Regulatory Basis of Accounting promulgated by the Division of Local Government Services in the State of New Jersey; and for compliance with applicable laws and regulations (including federal and state statutes), and the provisions of contracts and grant agreements (including award agreements.) Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and NJ OMB 15-08, if applicable, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current

City of Linwood – Page 5 December 2, 2020

engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and NJ OMB 15-08, if applicable, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when we begin our field work.

You are responsible for identifying all federal and state awards received, if applicable, and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards in is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and New Jersey OMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and New Jersey OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting prescribed by the NJ Division of Local Government Services. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon, or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements,

City of Linwood – Page 6 December 2, 2020

including statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and state awards, if applicable, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience, evaluate the adequacy and results of those services, and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will provide all documentation we request and information selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Municipality and the Division of Local Government Services, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ford, Scott & Associates, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ford, Scott & Associates, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Municipality. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,800. In addition, we will bill separately at our standard hourly rates for any additional services requested by the City of Linwood. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on

anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also be involved with any Bond Issues or Note Sales by assisting in the compilation of necessary data. In addition, you are responsible for all secondary market disclosure, but we will assist you in compiling the necessary statistical data. Fees for Bond Issue, Note Sales and secondary market disclosure will be billed in addition to the agreed engagement fee stated above.

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Linwood and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

FORD, SCOTT & ASSOCIATES, L.L.C. CERTIFIED PUBLIC ACCOUNTANTS

Leon P. Costello
Leon P. Costello
Certified Public Accountant
Registered Municipal Accountant
No. 393

RESPONSE:

This lette	r correctly sets forth the understanding of the City of Linv	vood.
Ву:		
	Chief Financial Officer	
Title:		
Date:		
Ву:		
,	Mayor	
Title:		
Date:	•	

RESOLUTION No. 22, 2021

A RESOLUTION AUTHORIZING THE APPOINTMENT OF GLENN INSURANCE AS THE RISK MANAGEMENT CONSULTANT FOR THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

- WHEREAS, the Common Council of the City of Linwood is a member of the Atlantic County Municipal Joint Insurance Fund, a self insurance pooling fund; and
- WHEREAS, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws; and
- WHEREAS, the Bylaws indicate a fee not to exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the Governing Body; and
- WHEREAS, N.J.S.A. 40A:11-5(1) (m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspecifiable service; and
- WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical;
- NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood does hereby appoint Glenn Insurance, Inc. as its Risk Management Consultant in accordance with 40A:11-5;
- BE IT FURTHER RESOLVED, that the Governing Body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to N.J.S.A. 40A:11-5 (1), (a), (i).
- I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

RESOLUTION	NO.	22,	2021
PAGE 2			

this			WHEREOF, January,		hereur	ito	set	my :	hand	and	offici	.al	seal
					LEIGH	ANN	NAI	POLI	, RMC	., MI	JNICIPA	L (CLERK
APPRO	OVED:				DARREI	N MA	TIK	, MA	YOR				

RISK MANAGEMENT CONSULTANT AGREEMENT ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

This	Agreement,	entered	into	this	4	day	of	January,	2021,	between
the	City	0.	î .	Li	nwoc	<u>d</u>		(hereinafter		referred
to as t	he "Municipali	ty") and <u>G</u>	lenn In	surance	, Inc	, a Coi	porat	ion of the St	ate of No	ew Jersey,
	lichael Thomas									
Absec	on Boulevard,	PO Box 3	55, Abs	secon, 1	New	Jersey	08201	(hereinafter	r referred	to as the
	ultant'').									

WHEREAS, the Consultant has offered the services to the Municipality as the Professional Risk Management Consultant as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund; and

WHEREAS, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on <u>January 4</u>, 2021;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth in this Agreement, agree as follows:

- 1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:
 - A) The Consultant shall assist the Municipality in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
 - B) The Consultant shall assist the Municipality in understanding and selecting the various types of coverage available from the Atlantic County Municipal Joint Insurance Fund.
 - C) The Consultant shall review with the Municipality any additional types of coverage that the Consultant believes the Municipality should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the Municipality.
 - D) The Consultant shall assist the Municipality in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
 - E) The Consultant shall review the Municipality's annual assessment as prepared by the Fund, and shall assist the Municipality in the preparation of its annual insurance budget.
 - F) The Consultant shall review the loss and engineering reports for the Municipality, and shall assist the Safety Committee in its loss containment objectives within the Municipality.

- G) The Consultant shall attend and actively participate in the Municipality's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the Municipality's Member Accident Review Panel meetings and assist the Municipality in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the Municipality in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the Municipality in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall review the Municipality's loss data on a regular basis and prepare reports to the Municipality on recent losses, open claims, and loss trends.
- L) The Consultant shall assist the Municipality by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- M) The Consultant shall assist the Municipality and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- N) The Consultant shall order Certificates of Insurance from the Fund.
- O) The Consultant shall review Certificates of Insurance received by the Municipality.
- P) The Consultant shall review proposed contracts between the Municipality and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- Q) The Consultant shall evaluate and advise the Municipality on the risk management aspects of public events being staged or sponsored by the Municipality.
- R) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- S) The Consultant shall respond to questions regarding coverage from the Municipality's officials.
- The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
- U) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
- V) The Consultant shall execute and file with the Municipality, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.

- W) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the Municipality outlining the Municipality's Insurance and Safety Program.
- X) The Consultant shall perform any other services required by the Fund's Bylaws.
- 2. The term of this Agreement shall be for a period of one (1) year commencing the first day of **January**, **2021**, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement.
- 3. The Fund Bylaws allow the Municipality to pay its Consultant for services rendered no more than 6% of the Municipalities gross assessment; therefore, the Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, a flat fee dollar amount of fourteen thousand dollars (\$14,000.00). Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
- 4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by the Fund, the Consultant shall receive as his full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Paragraph 3 of this Agreement.
- 5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: <u>(signature)</u>	MUNICIPALITY:	(<u>signature</u>)
PRINT NAME:	PRINT REP NAME:	
ATTEST:(<u>signature</u>)	CONSULTANT:	(<u>signature</u>)
PRINT NAME:	PRINT NAME:	
DATE:	PRINT FIRM:	



Absecon Office

500 East Absecon Boulevard PO Box 365 Absecon, NJ 08201-0365 609.641.3000 | 1.888.OK GLENN Fax 609.641.2355 Borelli/Malaga Office

333 Dutch Mill Road PO Box 376 Malaga, NJ 08328 856.692.4500 | 856.694.2222 Fax 856.694.2279

October 26, 2020

Leigh Ann Napoli, RMC, CMR, MPA Municipal Clerk City of Linwood 400 Poplar Ave. Linwood, NJ 08221

RE:

Risk Management Consultant ACM Joint Insurance Fund Effective 1/1/21 RECEIVED

OCT 27 2020

CLERK'S OFFICE CITY OF LINWOOD

Dear Ms. Napoli,

Please be advised that Glenn Insurance Inc. request to be re-appointed as your Risk Management Consultant in the Atlantic Cape May Joint Insurance Fund. Our proposed fee for these services as outlined in the agreement will be a flat fee of \$14,000.

This fee represents a percentage of about 3% of your annual assessment; the JIF average for all brokers.

We will continue to be an active member of your accident review panel and safety committee and also be available to assist and guide you in all insurance matters.

We thank you for your past support and looking forward to our re-appointment.

Mu

Please contact me with any questions.

Respectfully,

Michael F. Thomas CPCU Executive Vice President

21-22 RMC Request

RESOLUTION No. 23, 2021

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO POLISTINA & ASSOCIATES, LLC AS MUNICIPAL ENGINEER

WHEREAS, the City of Linwood has a need to acquire services as Municipal Engineer as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 (or 20.5 as appropriate); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is three years and may be extended as approved by the Governing Body; and

WHEREAS, Vincent J. Polistina of the firm Polistina & Associates, LLC has submitted a letter of intent dated December 3, 2020 indicating he will provide Municipal Engineering services; and

WHEREAS, Vincent J. Polistina of the firm Polistina & Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Vincent J. Polistina of the firm Polistina & Associates, LLC has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Vincent J. Polistina of the firm Polistina & Associates, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised;

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

- The Common Council authorizes the Mayor to enter into a contract with Vincent J. Polistina of the firm Polistina & Associates, LLC as described herein; and,
- 2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
- 3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
- 4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.
- 5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

RESOLUTION NO. 23, 2021 PAGE 2

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

	LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK
APPROVED:	DARREN MATIK, MAYOR

Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date: 12-29-2020

Re: Availability of Funds-City Engineer

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under various capital ordinances in the capital budget as well as engineering professional services in the operating budget. Funds will be encumbered to Polistina & Associates, LLC, 6684 Washington Ave, Egg Harbor Township, NJ 08234.



Vincent J. Polistina, PE, PP, CME Craig R. Hurless, PE, PP, CME Civil / Municipal Engineering
Site Plan and Subdivision Design
Surveying
Land Use Planning
Water and Wastewater Design
Environmental Consulting
Inspection / Construction Management

December 3, 2020

Ms. Leigh Ann Napoli, RMC City Clerk City of Linwood 400 Poplar Avenue Linwood, NJ 08221 RECEIVED

DEC 0 3 2021

CLERK'S OFFICE CITY OF LINWOOD

Re: Municipal Engineering Position

Dear Leigh Ann:

Please accept the following as our request to continue with the municipal engineering services on behalf of the City of Linwood. I have enjoyed the time spent as the municipal engineer for the City of Linwood and would like to continue to serve the City.

Polistina & Associates represents a diverse group of public agencies, private clients and municipalities throughout southern New Jersey. Some of our current municipal clients besides the City of Linwood include Egg Harbor Township, the Borough of Folsom, the Egg Harbor Township Municipal Utilities Authority, the Hamilton Township Municipal Utilities Authority, the City of Somers Point (Utility Engineer), the Galloway Township Planning / Zoning Boards, the Cape May Planning and Zoning Boards, the Borough of Folsom Planning and Zoning Boards, the Hamilton Township Planning Board, and the Atlantic City Municipal Utilities Authority. Our firm's familiarity with Pinelands and CAFRA regulations comes from our experience in serving land use boards in municipalities located within these jurisdictions. Polistina & Associates also is experienced in preparing Master Plan reports and Master Plan Re-Examination reports for municipalities.

Polistina & Associates is serving as the Borough Engineer for the Borough of Folsom and has provided engineering, inspection and construction management services to various municipalities for many years. As the municipal engineer, our firm has been responsible for various municipal engineering services and has experience in all aspects of providing engineering services on behalf of public entities. We are responsible for the maintenance of the municipal tax assessment maps, road maps, zoning maps, and have undertaken diverse projects for the towns including road improvement projects, park / recreation projects, public works projects / buildings, utility projects, curb / sidewalk projects, landscaping projects, surveying and Geographic Information System (GIS) projects, sanitary sewer and water systems, pump stations, etc.

Polistina & Associates is fully versed in all of the various grants that the City is eligible for. We have a proven track record of obtaining and administering grants through the New Jersey Department of Transportation, the New Jersey Environmental Infrastructure Trust, the New Jersey Turnpike Authority, and the New Jersey Department of Community Affairs along with various other state / county / local grants that the City may seek. We have an excellent working relationship with all of the state / county / local entities on preparing and seeking grants which assist the City on some of their capital / infrastructure / planning needs.

Polistina & Associates prides ourselves on maintaining an excellent working relationship with the staff in our municipal clients' departments in order to provide all engineering services in an efficient and cost effective manner. We believe that we have been very successful over the past years with providing excellent municipal engineering services for all of our clients and being responsive to the municipalities and staff whenever required and we look forward to continuing these services to the City of Linwood.

Vince Polistina, PE, PP, CME will be the individual who will perform the task (including all reviews and attendance at all required meetings) of Municipal Engineer. Vincent Polistina, PE, PP, CME has over twenty-five (25) years of experience in municipal engineering and municipal planning. Mr. Polistina currently serves as the Authority Engineer for the Egg Harbor Township Municipal Utilities Authority, the Authority Engineer for the Hamilton Township Municipal Utilities Authority, the Township Planner for Egg Harbor Township, the Board Engineer for the Galloway Township Planning Board, the Board Planner for Hamilton Township Planning Board, and the Municipal Engineer for the Borough of Folsom, along with the City Engineer for the City of Linwood.

In the event that the primary individual is unavailable, Craig Hurless, PE, PP, CME will be designated as the back-up to perform all of the tasks and duties required of the Municipal Engineer for the for the City of Linwood. Mr. Hurless currently serves as the Board Engineer for the Hamilton Township Planning Board, the Board Engineer for the Cape May City Planning Board and the Engineer for the Cape May City Zoning Board.

The primary and back-up engineers, Vincent Polistina & Craig Hurless, currently work out of the company's main office located at 6684 Washington Avenue in Egg Harbor Township along with several associate engineers and our inspection staff. Mr. Polistina resides at 3540 Bargaintown Road in Egg Harbor Township, and with the location of the firm's main office, our staff is within fifteen (15) minutes of the City at all times so we are able to provide all services in a timely manner.

We have included a proposed rate schedule for the City of Linwood for the municipal engineering services in 2021. In addition, should the City desire to enter into a contract for a three (3) year term, Polistina & Associates will maintain the same rates for the duration of the contract.

We thank you for the opportunity to submit this correspondence and look forward to discussing Polistina & Associates' role as the Municipal Engineer for the City of Linwood.

If you should have any questions or require additional information, please feel free to call.

Very truly yours,

incent J. Polistina, PE, PP, CME

ISTINA & ASSOCIATES



Proposed Fee Schedule 2021

Polistina & Associates proposes to provide all professional engineering / planning / surveying services required under a reimbursable method of compensation. The following is a list of the disciplines and maximum respective hourly rates. These rates will be maintained for the duration of the contract.

Discipline	Hourly Rate
Municipal / Licensed Engineer	\$115.00
Project Manager	\$98.00
Design Engineer	\$90.00
Engineering Aide	\$50.00
Design Draftsperson	\$60.00
Drafting Aide	\$50.00
Inspector	\$85.00
Survey Crew	\$125.00
Clerical	No charge

RESOLUTION No. 24, 2021

A RESOLUTION AUTHORIZING THE CANCELLATION OF THE FIRST AND SECOND HALF 2021 SEWER BILLING FOR BLOCK 130 LOT 1 LOCATED AT 301 DAVIS AVENUE IN THE CITY OF LINWOOD

WHEREAS, the City of Linwood is the owner of Block 130 Lot 1 located at 301 Davis Avenue in the taxing district of the City of Linwood; and

WHEREAS, the Linwood Library leases the building located at Block 130 Lot 1 and has been paying sewer charges per the terms of their Lease Agreement with the City; and

WHEREAS, a new Lease Agreement effective January 1, 2021 waives their sewer billing charges for the term of the lease; and

WHEREAS, the first and second half 2021 in the amount of \$360.00, and therefore future charges for the term of the existing Lease Agreement unless otherwise negotiated therein, should be canceled;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Tax Collector is hereby authorized, empowered and directed to cancel the first and second half 2021 sewer billing in the amount of \$360.00 and all future charges for the term of the existing Lease Agreement with Linwood Library for the property known as Block 130 Lot 1.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREN	J MA	TIK, MAY	OR		
APPROVED:						

RESOLUTION No. 25, 2021

A RESOLUTION AUTHORIZING THE REFUND OF VARIOUS TAX OVERPAYMENTS MADE BY CORELOGIC MORTGAGE

WHEREAS, certain owners of real estate situated in the tax district of the city of Linwood have paid their 2020 property taxes in accordance with the provisions of the statute so made and provided; and

WHEREAS, certain property owners have overpaid their 2020 property taxes due to duplicate payments made by CoreLogic Mortgage in the amounts set forth on the list attached hereto and made part of; and

WHEREAS, CoreLogic has requested the refunds of the 2020 Tax overpayments for the properties listed;

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 CoreLogic, CoreLogic Refunds Dept., 3001 Hackberry Road, Irving, TX 75063 in the amount of the overpayments \$33,565.85 set forth on the attached list in order to refund monies representing overpayment of taxes 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 Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

LEIGH	ANN	NAPO	LI,	RMC,	MUNICIPAL	CLER
77 D D E 7	J MA'	TIK,	MAY	OR		· · · · · · · · · · · · · · · · · · ·

APPROVED:



To,
Silvia L. Washington,CTC
Municipal Tax Collector
City of Linwood
400 Poplar Ave
Linwood NJ 08221.

Request you to refund the Overpayment amount of below listed account to Corelogic. Thank you.

SL.No	Account ID	Owner Address	Billed Amount	Refund Amount
1	00000145	28 CEDAR HOLLOW LN	\$5792.72	\$1443.29
2	00000573	4 CANDLEWOODS	\$17840.45	\$4445.06
3	00000691	-305 KIE-TRO DR	\$9359.39	\$2331.95
4	00000860	23 GEAORGE TOWN CT	\$12282.42	\$3212.22
5	00001164	217 BELHAVEN AVE	\$10892.03	\$1842.01
6	00001360	1315 WOODLYNENE BLVD	\$20447.00	\$5347.50
7	00001863	25 LAUREL AVE	\$8221.47	\$2048.43
8	00001897	1049-WOODLYNNE BLVD	\$27064.72	\$3253.74
9	00003072	503 BARR AVE	\$15324.20	\$3817.70
10	00002361	6 EVERGREEN RD	\$25247.60	\$2048.26
11	00003014	100 COUNTRY CLUB DR	\$14686.28	\$3775.69

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept
3001 Hackberry Road, Irving, TX 75063
Or PO Box 9202, Coppell, TX 75019.

Rakshith K Amin

RESOLUTION No. 26, 2021

A RESOLUTION AUTHORIZING THE REAPPOINTMENT OF BELFORD RIVERA AS A SPECIAL LAW ENFORCEMENT OFFICER, CLASS III, FOR THE CITY OF LINWOOD

WHEREAS, by Resolution No. 155, 2017 Belford Rivera was hired as a Special Law Enforcement Officer, Class III, for the City of Linwood for a period of four months and has subsequently been reappointed for four month periods; and

WHEREAS, the latest appointment will expire on January 17, 2021; and

WHEREAS, recommendations have been made to reappoint Belford Rivera for another four months;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that Belford Rivera is hereby reappointed as a Special Law Enforcement Officer, Class III, for a four month period commencing on January 18, 2021 and expiring on May 18, 2021, at an hourly rate of \$25.00 as provided for in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREI	J MA'	TIK, MAY	OR		
APPROVED:						

RESOLUTION No. 27, 2021

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO JAMES P. GRIMLEY, ESQ. AS SHARED MUNICIPAL PROSECUTOR FOR THE YEAR 2021 FOR THE CITIES OF LINWOOD AND NORTHFIELD

WHEREAS, the City of Linwood has a need to acquire services as Shared Municipal Prosecutor as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A. 19:44A-20.4(or 20.5 as appropriate); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year and may be extended as approved by the Governing Body; and

WHEREAS, James P. Grimley, Esq. has submitted a letter of intent dated December 18, 2020 indicating he will provide Shared Municipal Prosecutor services for the Cities of Linwood and Northfield as per a Shared Court Agreement; and

WHEREAS, James P. Grimley, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that James P. Grimley, Esq. has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit James P. Grimley, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised;

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

- 1. The Common Council authorizes the Mayor to enter into a contract with James P. Grimley, Esq. as described herein; and,
- 2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
- 3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
- 4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.

RESOLUTION NO. 27, 2021 PAGE 2

- 5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
- I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
VED:	DARREN	N MA'	TIK, MAY	OR		

CITY OF LINWOOD

Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date: 12-29-2020

Re: Availability of Funds-Prosecutor

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under prosecutor other expense in the 2021 operating budget. Funds will be encumbered to James P. Grimley, 22 Shore Road Absecon, NJ 08201.

GRIMLEY LAW

22 NORTH SHORE ROAD ABSECON, NJ 08201 609-241-8970 F:609-568-5243 JIM@GRIM-LAW.COM

December 18, 2020

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

DEC 1.8 2020

CLERK'S OFFICE CITY OF LINWOOD

RE:

Proposal for 2021 Professional Contract PROSECUTOR/CONFLICT PROSECUTOR

Dear Clerk:

Please accept this submission as my interest in being selected as the 2021 Prosecutor.

If there is anything else that you need, please do not hesitate to contact me.

Respectfully

James P. Grimley

INFORMATION

1. All of the work will be performed by James P. Grimley, Esquire, with the assistance of my support staff. I have been practicing law for over 20 years in Atlantic County. My primary area of practice is in litigation. I have been a Criminal/Municipal Court Defense attorney for over almost 20 years.

I have served as the Absecon Municipal Prosecutor. I have served as Assistant Municipal Prosecutor in Margate and Northfield. I also served as Assistant Counsel for the Atlantic City Housing Authority and special litigation counsel for the City of Atlantic City. I served as City Solicitor for the City of Absecon. I currently serve as Absecon's Zoning Board Solicitor. I am also the Public Defender in Linwood/Northfield Courts.

2. Frank Philips, Absecon City Councilman, Absecon, NJ 08201. 609-517-6276.

William Reynolds, Esquire, Prosecutor, Brigantine, Ventnor, and Galloway. Absecon, NJ. 609-576-3535

Randy Lafferty, Esquire, EHT, NJ 609-344-3161

William Gasbarro, Esquire, Municipal Court Judge (retired), Absecon, NJ 609-576-9327

Merrilee Carlson, Absecon Municipal Court Admin., Absecon, NJ 609-641-0663 x 129.

Laura Garvey Santoro, Linwood/Northfield Court Administrator, Linwood, NJ (609)927-5110.

- 3. The undersigned will have the staff support to communicate and work with the Police Liaison Officer, the Court Administrator, and the State Police, among others, to discuss cases, handle scheduling, coordinate discovery pick-up/drop-off, and for the scheduling of trial witnesses.
- 4. The undersigned would request to be compensated under the same terms and conditions as the 2020 Prosecutor.

MUNICIPAL PROSECUTOR

This candidate has been a life-long Atlantic County resident and a graduate of Atlantic City High School. I am New Jersey licensed attorney and have been practicing law for over 20 years. I am primarily a litigation attorney, with a focus on Criminal Defense.

I have served as Assistant Municipal Prosecutor for Margate and Northfield, positions I held for approximately 7 years. I served as Absecon's Municipal Public Defender for approximately 3 years, and as their Prosecutor for 2 years. I also served as Absecon's City Solicitor and currently serve as Absecon's Zoning Board Solicitor. I also currently serve as Linwood/Northfield public defender.

I have tried many criminal and municipal court cases. I have prosecuted and defended over 100 DWI cases. I have undergone New Jersey State Police training and instruction on the ALCOTEST machine. I have undergone training at the Atlantic County Prosecutor's Office on special prosecutions. I continually take continuing legal education courses on DWI/Municipal Court/Criminal developments. I am very familiar with Title 39 ("traffic code") and 2C ("criminal code"), the New Jersey Rules of Court, the New Jersey Rules of Evidence, and Municipal Codes.

I have worked effectively and efficiently with Court Administrators/Staff, Police Liaison Officers, State Police, Code Enforcement, and other law enforcement entities to ensure cases are ready when scheduled. This is important to cut down on adjournments and re-listings, leads to quicker case list turnover, and cuts costs in the form of police overtime.

In serving as the Public Defender in 2020, I am familiar with the Court protocols, I have worked with the Court staff, I have had interactions with the Police Department, Police records, and I believe that this would be a seamless transition.

Lastly, I believe I am a good communicator and make a good presentation when dealing with public. This is important. Many of the people who appear in municipal court have never had any Court interaction before and are uncomfortable and intimidated. I try to ease their anxiety and to treat them with courtesy and respect. I find this eases the tension and works to get matters resolved.

Dated: 12/18/1670

James P. Grimley, Esquire

RESOLUTION No. 28, 2021

A RESOLUTION AWARDING A NON-COMPETITIVE CONTRACT FOR PROFESSIONAL SERVICES TO DARRIN M. LORD, ESQ. AS SHARED MUNICIPAL PUBLIC DEFENDER FOR THE YEAR 2021 FOR THE CITIES OF LINWOOD AND NORTHFIELD

WHEREAS, there exists within the City of Linwood, New Jersey, the need to engage a professional to serve as Shared Municipal Public Defender for the Cities of Linwood and Northfield as per a Shared Court Agreement; 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 Darrin M. Lord, Esq., 2312 New Road, Northfield, NJ 08225, is hereby hired at a rate of \$500.00 per session to serve as Shared Municipal Public Defender for the Cities of Linwood and Northfield as per a Shared Court Agreement;

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 Darrin M. Lord, Esq. with regard to the aforesaid for a one-year term beginning on January 1, 2021 and expiring on December 31, 2021. This Contract is awarded without competitive bidding as a "Professional Service" under the provision of the Local Public Contracts Law permits professional services to be awarded without the necessity of competitive bidding.

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

this	IN WITNESS 4th day of		hereur	ito	set	my	hand	and	officia	l seal
			LEIGH	ANN	NAE	POLI	, RMC	C, MU	JNICIPAL	CLERK
APPRO)VED:		DARREI	I MA	TIK,	, MA	YOR			

RESOLUTION NO. 28, 2021

PAGE 2

CITY OF LINWOOD

Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date: 12-29-2020

Re: Availability of Funds-Public Defender

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under public defender other expense in the operating budget. Funds will be encumbered to Darren M. Lord, 2312 New Road Northfield, NJ 08225.

THE LAW OFFICES OF DARRIN M. LORD

2312 NEW ROAD NORTHFIELD NJ 08225

DARRIN M. LORD*

*Admitted in NJ and PA

PHONE:(609)645-1516

FAX: (609)645-1519

December 20, 2020

City of Linwood 400 W. Poplar Avenue Linwood New Jersey 08221 Attention: Leigh Ann Napoli, Municipal Clerk

RE: Public Defender Position 2021

Dear Madam Clerk:

I am submitting in response to the RFP for Public Defender for the Linwood / Northfield Joint Municipal Court for the Calendar year 2021. I am enclosing my resume and Business Entity Disclosure Certification.

I have served in this position in the past and I am excited to rejoin the team. I am presently serving the City of Ventnor, City of Somers Point, Township of Galloway in the same or conflict position. My experience in performing the duties of the position span 3 decades. I have handled tens of thousands of cases in Municipal Court in my career. I enjoy a great working relationship with the Judges, Prosecutors and Court Staff.

I will make myself available should you or City Council and the Mayor wish to discuss my qualifications. My proposed fee agreement will be same compensation as the current Public defender. I appreciate the consideration and wish you and the governing body a very Happy Holiday.

Sincerely

Darrin M. Lord, Esquire

DM/gf Attachments

RESOLUTION No. 29, 2021

A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO JOSEPH L. YOUNGBLOOD, JR. AS MUNICIPAL LEGAL COUNSEL

WHEREAS, the City of Linwood has a need to acquire legal services as Municipal Legal Counsel as a NON-FAIR AND OPEN contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 (or 20.5 as appropriate); and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year and may be extended as approved by the Governing Body; and

WHEREAS, Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin, Sampoli, P.A. has submitted a letter of intent dated December 09, 2020 indicating he will provide Municipal Legal Counsel services; and

WHEREAS, Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin, Sampoli, P.A. has completed and submitted a Business Entity Disclosure Certification which certifies that Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin, Sampoli, P.A. has not made any reportable contributions to a political or candidate committee in the City of Linwood in the previous one year, and that the contract will prohibit Joseph L. Youngblood, Jr., Esq., from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that the Resolution authorizing the award of contracts for "Professional Services", must be publicly advertised;

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

- 1. The Common Council authorizes the Mayor to enter into a contract with Joseph L. Youngblood, Jr., Esq., of the firm Youngblood, Franklin, Sampoli, P.A. as described herein; and,
- 2. That a certified copy of this Resolution be forwarded to the Director of the Division of Local Government Services of the State of New Jersey.
- 3. That a copy of this Resolution be published in the Press of Atlantic City as required by law, within ten (10) days of its passage.
- 4. That the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein verbatim.

RESOLUTION NO. 29, 2021 PAGE 2

- 5. That the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
- I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Reorganization Meeting of the City Council of Linwood, held this 4th day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of January, 2021.

	LEIGH ANN NAPOLI, RMC, MUNICIPAL CLER	- K
APPROVED:	DARREN MATIK, MAYOR	

CITY OF LINWOOD

Memo

To: Mayor and Members of Council

From: Anthony Strazzeri, CFO

cc: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk

Date: 12-31-2020

Re: Availability of Funds-Solicitor

Pursuant to 40A: 4-57, I hereby certify that sufficient funds will be available under legal services in the operating budget. Funds will be encumbered to Youngblood, Franklin & Sampoli P.A., 1201 New Road Suite 230 Linwood, NJ 08221.

YOUNGBLOOD Franklin & Sampoli P.a.

ATTORNEYS AT LAW

JOSEPH L. YOUNGBLOOD, JR. JAMES E. FRANKLIN II

L. ANTHONY GIBSON SPECIAL COUNSEL TO THE FIRM

JOSEPH L. YOUNGBLOOD III OF COUNSEL

L. PATRICIA SAMPOLI (1948 – 2020)

S OFFICE

JOSEPH L. YOUNGBLOOD, JR.

DIRECT DIAL: 609.601.6602

EMAIL: jyoungblood@youngbloodlegal.com

December 8, 2020

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

Re:

City of Linwood

Our File No. N9487-JY

Dear Leigh Ann:

This letter is in response to your email under date of November 30, 2020 concerning my position as City Solicitor for the City of Linwood. Please be advised that I would like to continue in the capacity as Municipal Solicitor and be reappointed for the calendar year 2021. I would propose to continue my current rates, which have been in effect for many years. More specifically, I would propose that my retainer remain at \$23,000 per year for all standard retainer work, including but not limited to preparation for and attendance at all regular meetings, preparation of all usual resolutions and ordinances and availability to the governing body and City employees for all questions and issues pertaining to usual business matters. Any work beyond retainer, would continue to be billed at the rate of \$140 per hour for myself or any other partner in the firm. Work completed by a paralegal would be billed at \$85 per hour. There will be no charge for any out of pocket expenses with the exception of copying in excess of 50 pages on a specific project, which would then be charged at \$00.15 per page.

As per your request, I am enclosing the completed Pay to Play forms. Should you require anything additional, please advise me and I will provide it.

Very truly yours,

YOUNGBLOOD FRANKLIN & SAMPOLI, PA

By:

ЮSEPH L. YOUNGBLOOD, JR., ESQUIRE

JLY:sle Enclosure

ORDINANCE NO. 1, 2021

AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATION 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: That the following salaries, wages and compensations shall be paid to the following officials, officers and employees of the City of Linwood, retroactive to January 1, 2021, subject, however, to the provisions of certain Employment Contracts between the City of Linwood and the Mainland Police Benevolent Association, the bargaining agent for the members of the Linwood Police Department and Linwood Superior Officers; the Teamsters Local 331 inclusive of the Police Secretary, Linwood Uniformed Firefighters Association Local Union #4370, and also except as otherwise stated herein.

PART TIME HOURLY	RANGE			
Administrative Assistant	\$ 12.00 to \$35.00			
Clerk Typist	\$ 12.00 to \$35.00 \$ 12.00 to \$35.00			
Code Enforcement Officer	\$ 12.00 to \$35.00			
Deputy Court Administrator	\$ 12.00 to \$35.00			
Dispatcher	\$ 12.00 to \$35.00			
Fire Relief	\$ 12.00 to \$35.00			
Groundskeeper	\$ 12.00 to \$35.00			
Matron	\$ 12.00 to \$35.00			
Recreation Aide	\$ 12.00 to \$35.00			
Special Law Enforcement Officer Class II	\$ 12.00 to \$35.00			
Summer Intern	\$ 12.00 to \$35.00			

PART TIME PER DIEM	RANGE				
Planning Board Recording Secretary	\$ 50.00 to \$300.00				
Planning Board Tape Recorder Operator/Secretary	\$ 50.00 to \$300.00				
School Crossing Guard Captain	\$ 30.00 to \$ 60.00				
School Crossing Guard	\$ 25.00 to \$ 50.00				

PART TIME PER ANNUM

F/F after 3 years of service

F/F after 4 years of service

Clean Communities Coordinator	\$ 50.00 to \$ 5,000.00
Code Enforcement Officer	\$ 1,000.00 to \$ 5,000.00
Computer Maintenance Coordinator	\$ 500.00 to \$ 2,000.00
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Communications Coordinator	\$ 1,000.00 to \$ 4,000.00
Construction Official	\$ 5,000.00 to \$50,000.00
Council Member	\$ 5,000.00 to \$15,000.00
Council President	\$ 5,000.00 to \$20,000.00
Deputy Emergency Management Director	\$ 500.00 to \$ 2,000.00
Drug Alliance Coordinator	\$ 1,000.00 to \$ 5,000.00
Emergency Management Director	\$ 1,000.00 to \$ 4,000.00
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Journeyman Electrician	\$ 3,100.00 to \$ 5,000.00
Floodplain Manager	\$ 1,000.00 to \$ 3,000.00
Mayor	\$ 5,000.00 to \$25,000.00
Memorial Park Director	\$ 4,000.00 to \$15,000.00
Assistant Memorial Park Director	\$ 1,000.00 to \$ 5,000.00
Municipal Magistrate	\$10,000.00 to \$30,000.00
Planning Board Secretary	\$ 5,000.00 to \$20,000.00
Recycling Coordinator	\$ 1,000.00 to \$ 5,000.00
Utilities Collector	\$ 2,000.00 to \$ 7,000.00
Sub-Code Off/Building Inspector	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Electrical Inspector	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Fire Protection	\$ 5,000.00 to \$25,000.00
Sub-Code Off/Plumbing Inspector	\$ 5,000.00 to \$25,000.00
Tax Assessor	\$25,000.00 to \$50,000.00
Uniform Fire Official/Fire Marshall	
	\$ 5,000.00 to \$15,000.00
Uniform Fire Safety Inspector	\$ 1,000.00 to \$10,000.00
Zoning Officer	\$ 5,000.00 to \$15,000.00
FULL TIME PER ANNUM	RANGE
Account Clerk	\$25,000.00 to \$50,000.00
Accountant	\$25,000.00 to \$50,000.00
Accounting Assistant	\$25,000.00 to \$50,000.00
Administrative Assistant	
	\$25,000.00 to \$50,000.00
Administrator	\$50,000.00 to \$95,000.00
Bookkeeper	\$25,000.00 to \$35,000.00
Chief Financial Officer	\$50,000.00 to \$95,000.00
Code Enforcement Officer/Housing Inspector	\$25,000.00 to \$50,000.00
Deputy Court Administrator	\$25,000.00 to \$50,000.00
Deputy Municipal Clerk	\$25,000.00 to \$50,000.00
Deputy Tax Collector	
	\$25,000.00 to \$60,000.00
Dispatcher / Supervisor	\$42,000.00 to \$60,000.00
Dispatcher	\$25,000.00 to \$60,000.00
Equipment Operator	\$25,000.00 to \$70,000.00
Fire Captain	\$56,000.00 to \$95,000.00
F/F during 1st year of service	\$25,000.00 to \$45,000.00
F/F after 1 year of service	\$25,000.00 to \$50,000.00
F/F after 2 years of service	\$25,000.00 to \$55,000.00
F/F after 3 years of service	\$25,000.00 to \$55,000.00
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RANGE

\$25,000.00 to \$65,000.00

\$25,000.00 to \$70,000.00

FULL TIME PER ANNUM (continued)	RANGE		
F/F after 5 years of service	\$25,000.00	to	\$76,000.00
F/F after 6 years of service	\$25,000.00	to	\$77,000.00
F/F after 7 years of service			\$83,000.00
F/F after 8 years of service	\$25,000.00	to	\$90,000.00
F/F after 9 years of service	\$25,000.00	to	\$90,000.00
F/F after 10 years of service	\$25,000.00	to	\$90,000.00
F/F after 11 years of service	\$25,000.00	to	\$90,000.00
F/F after 12 years of service	\$25,000.00	to	\$90,000.00
F/F after 13 years of service	\$25,000.00	to	\$90,000.00
F/F after 14 years of service	\$25,000.00	to	\$90,000.00
General Supervisor	\$40,000.00	to	\$95,000.00
Groundskeeper	\$25,000.00	to	\$50,000.00
Municipal Clerk	\$30,000.00	to	\$95,000.00
Municipal Court Administrator	\$30,000.00	to	\$75,000.00
Patrolman - During Probation	\$35,000.00	to	\$50,000.00
Patrolman - Step 1	\$35,000.00	to	\$55,000.00
Patrolman - Step 2	\$35,000.00	to	\$60,000.00
Patrolman - Step 3	\$35,000.00	to	\$65,000.00
Patrolman - Step 4	\$35,000.00	to	\$70,000.00
Patrolman - Step 5	\$35,000.00	to	\$75,000.00
Patrolman - Step 6	\$35,000.00	to	\$90,000.00
Patrolman - Step 7	\$35,000.00	to	\$95,000.00
Patrolman - Step 8	\$35,000.00	to	\$95,000.00
Patrolman - Step 9	\$35,000.00	to	\$95,000.00
Patrolman - Step 10	\$35,000.00	to	\$95,000.00
Patrolman - Step 11	\$35,000.00	to	\$95,000.00
Patrolman - Step 12	\$35,000.00	to	\$99,000.00
Police Captain	\$50,000.00	to	\$130,000.00
Police Chief	\$75,000.00	to	\$150,000.00
Police Deputy Chief	\$75,000.00	to	\$150,000.00
Police Department Secretary	\$30,000.00	to	\$70,000.00
Police Lieutenant	\$50,000.00	to	\$125,000.00
Police Sergeant	\$40,000.00	to	\$105,000.00
Public Works Foreman	\$25,000.00	to	\$80,000.00
Public Works Laborer	\$25,000.00	to	\$60,000.00
Public Works Superintendent	\$50,000.00	to	\$95,000.00
Secretary	\$25,000.00		
Tax Collector	\$40,000.00		
Tech. Assistant to Construction Office	\$30,000.00	to	\$60,000.00

SECTION 2A: A current full time employee, employed as of January 1, 2012, shall be paid together with his or her annual salary as fixed and determined by this ordinance, additional compensation based upon length of his or her full time service, effective and limited to January 1, 2012, an amount to be added to base salary and paid bi-weekly or monthly in accordance with the following schedule:

YEARS OF SERVICE

COMPENSATION PER ANNUM
IN ADDITION TO FIXED SALARY

3
Each year after 3 to 30 years

\$350.00 \$350.00 plus \$150.00 for each additional year up to a maximum of \$4,000.00

However, all longevity pay for current employees shall be frozen at the level of service achieved effective January 1, 2012 and no new employee or current employee who has not reached a level of service whereby he or she is entitled to longevity pay as of that date, shall be paid longevity, nor shall said employees be entitled to longevity pay at any time in the future.

SECTION 2B: The aforesaid additional compensation and all overtime paid for any union employee shall be payable in accordance with the terms of the union employee contracts.

SECTION 2C: The period of eligibility for length of service for longevity pay shall be determined as of the anniversary date of the full time employment of each employee. Those employees hired from January 1 to June 30 will be considered to have completed a full year December 31 of that year. Those employees hired after June 30 will be considered to have completed a full year December 31 of the following year. For all years thereafter, all anniversary dates will be on January 1. However, all current employees shall be frozen at the level of employment achieved as of January 1, 2012 for purposes of longevity and no new employees shall be entitled to longevity.

SECTION 2D: All full time employees holding a Bachelor's Degree in a subject related to that employee's position within the City of Linwood shall receive additional compensation in the amount of \$1,250.00 per year. All full time employees holding a Master's Degree related to that employee's position within the City of Linwood shall receive additional compensation in

the amount of \$1,400.00 per year. Such additional compensation shall be added to base salary and paid bi-weekly or monthly.

SECTION 3: All said salaries, wages and compensation shall be paid to the Municipal Magistrate, Tax Assessor, Emergency Management Director, Fire Inspector and the Uniform Fire Official in equal monthly installments; to the Mayor, Councilpersons, and Drug Alliance Coordinator in equal quarterly installments; and all of the other abovementioned salaries, wages and compensation shall be paid biweekly, in equal installments, every other Friday.

SECTION 4: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 5: 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 6: This ordinance shall take effect retroactively to January 1, 2021 upon its final passage, publication and adoption in the manner prescribed by law.

FIRST READING:
PUBLICATION:
PASSAGE:

January 4, 2021 January 11, 2021 January 27, 2021 The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, January 4, 2021 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on January 27, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR