

**LINWOOD COMMON COUNCIL
CAUCUS AGENDA
July 8, 2015**

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

1. Roll Call Mayor DePamphilis __ Mr. Beinfest _____ Mrs. DeDomenicis _____
 Mr. Gordon _____ Mr. Heun _____ Mr. Matik _____
 Mr. Paolone _____ Mr. Tighe _____

 Also Present: Mr. Youngblood _____ Mrs. Napoli _____ Mr. Polistina _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
 - A. Resolution confirming the promotion of Patrolman Cunningham to the position of Sergeant
4. Councilman Beinfest
 - A. Neighborhood Services
5. Councilwoman DeDomenicis
 - A. Public Works
6. Councilman Gordon
 - A. Engineering
 1. Resolution authorizing the renewal of the Inter-local Sewer Maintenance agreement with Northfield
 2. Resolution to participate in the Cooperative Agreement with Atlantic County for CDBG funds
7. Councilman Heun
8. Councilman Matik
 - A. Public Safety
 1. Ordinance prohibiting left turns onto Shore Road from Patcong Avenue – final reading
9. Councilman Paolone
 - A. Revenue & Finance
 1. Resolution accepting the resignation of Albert Stanley
10. Council President Tighe
 - A. Administration
 1. Resolution authorizing the City to advertise for proposals for EMS
 2. Resolution approving the application of Berlin Road Investments, LLC for renewal of Plenary Retail Consumption License
 - B. Planning & Development
11. Mr. Youngblood

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
July 8, 2015**

CALL TO ORDER

FLAG SALUTE Councilwoman Stacy DeDomenicis

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

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCE

7 OF 2015 AN ORDINANCE AMENDING CHAPTER 263 VEHICLES AND TRAFFIC, ARTICLE I, GENERAL REGULATIONS, SECTION 263-3 NO LEFT TURNS OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
FIRST READING: June 10, 2015
PUBLICATION: June 15, 2015
PASSAGE: July 8, 2015

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.

119-2015 A Resolution authorizing the renewal of an Inter-Local Sewer Maintenance Agreement with the City of Northfield
120-2015 A Resolution authorizing the City of Linwood to advertise for proposals for Emergency Medical Services for the City of Linwood and the City of Northfield
121-2015 A Resolution accepting the resignation of Albert Stanley
122-2015 A Resolution approving the application of Berlin Road Investments, LLC for renewal of Plenary Retail Consumption License No. 0114-33-001-003 for 2015-2016
123-2015 A Resolution authorizing a Cooperation Agreement with Atlantic County Government for the Community Development Block Grant Program
124-2015 A Resolution confirming the promotion of Patrolman Estabon Cunningham to the position of Sergeant in the Linwood Police Department

APPROVAL OF BILL LIST: \$2,765,348.54

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 7, 2015

AN ORDINANCE AMENDING CHAPTER 263 VEHICLES AND TRAFFIC, ARTICLE I, GENERAL REGULATIONS, SECTION 263-3 NO LEFT TURNS OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

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

SECTION 1: Section 263-3 No Left Turns, Section C is hereby amended to include the following:

| <u>Intersection</u> | <u>Turn Prohibited</u> | <u>Movement Prohibited</u> |
|-------------------------------|------------------------|--|
| Shore Road and Patcong Avenue | Left | Shore Road Northbound from 7:45 AM to 8:45 AM and from 2:30 PM to 3:30 PM |

SECTION 3: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4: Should any section, clause, sentence, phrase or provision or any item in any schedule 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 5: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

FIRST READING: June 10, 2015
PUBLICATION: June 15, 2015
PASSAGE: July 8, 2015

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, June 10, 2015 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on July 8, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

RESOLUTION No. 119, 2015

A RESOLUTION AUTHORIZING THE RENEWAL OF AN INTER-LOCAL SEWER
MAINTENANCE AGREEMENT WITH THE CITY OF NORTHFIELD

WHEREAS, the Linwood/Northfield Joint Sewer Committee has functioned to provide supervision and maintenance for the sewer systems of both municipalities; and

WHEREAS, the Mayor and Council are desirous of continuing the functions of said Committee according to the terms of the Contract between the two municipalities;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, Atlantic County, New Jersey to authorize and direct the Mayor of the City of Linwood to renew a Contract, attest by the Municipal Clerk, with the Mayor and Municipal Clerk of the City of Northfield to continue the functions of the Linwood-Northfield Joint Sewer Committee to provide the administration and maintenance of said sewer systems;

BE IT FURTHER RESOLVED, that the Contract calls for representatives from Council to be selected by each respective Council at the Annual Reorganization Meeting;

BE IT FURTHER RESOLVED, that the Council representatives from the City of Linwood shall be the Council President and the Chair of the Engineering Committee, said appointments to expire December 31, 2017.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of July, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of July, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

CONTRACT

THIS AGREEMENT effective the 1st day of January, 2016, by and between the CITY OF NORTHFIELD, a Municipal Corporation of the State of New Jersey, hereinafter called "Northfield" and the CITY OF LINWOOD, a Municipal Corporation of the State of New Jersey, hereinafter called "Linwood";

WITNESSETH, that the parties hereto for the purpose of continuing an established Municipal Inter-Local Committee for the purpose of providing for the joint maintenance of the Northfield and Linwood sanitary sewerage systems, agree as follows:

(1) In accordance with the Ordinances heretofore adopted by each party pursuant to the Inter-Local Services Act (N.J.S.A. 40:8A-1, et seq.), there is hereby established and created a Municipal Inter-Local Sewerage Committee between the City of Northfield and the City of Linwood to be known as "Northfield-Linwood Joint Sewerage Committee"; hereinafter cited as "The Committee". Subject to the provisions of N.J.S.A. 40:8A-1, et seq., the municipal enabling ordinances and the terms and provisions of this Contract said Committee shall serve and function as an autonomous unit.

(2) The Committee shall consist of five (5) members as follows, which members shall serve without compensation:

- (a) The Mayor of either municipality which membership shall be on an alternating basis every two calendar years. The Mayor shall serve as Chairman of the Committee during the two years that he or she serves on the Committee. During the calendar years 2016 and 2017 the Mayor of the City of Northfield shall serve as Chairman.
- (b) The Sewerage Chairman from each Municipality.
- (c) One (1) member of the Common Council of each municipality to be selected by each respective Council at the annual Reorganization Meeting.

(3) The Committee is authorized to hire such full-time and part-time employees, consistent with all Federal, State and Municipal laws and regulations as are necessary to fulfill the purposes of this Contract with the advice and consent of respective Councils, including by description but not limitation, the following:

- (a) Sewerage Superintendent;
- (b) Mechanic and Laborer;
- (c) Required clerical personnel.

(4) All members of the Committee shall be voting members. The Committee shall comply with the provisions of the Open Public Meetings Act of 1975 and the affirmative vote of at least three (3) members shall be necessary for any official action to be taken by the Committee, provided, however, that at least one

member of each municipality shall be present.

(5) Pursuant to N.J.S.A. 40A:65-7(a)(3), the estimated costs for services performed by the committee for the period beginning January 1, 2016 and terminating December 31, 2017 shall not exceed the amount of One Hundred Eighty Seven Thousand (\$ 187,000.00) Dollars per calendar year. The City of Linwood shall be responsible for a fifty (50.0%) per cent share and the City of Northfield shall be responsible for a fifty (50.0%) per cent share of any actual costs incurred. Furthermore, periodic payments shall be made as set forth in paragraph 8.

(5) The City of Northfield shall administer the wages or compensation and all other employment benefits including health insurance, clothing allowance and cell phone/pager allowance of the employees of the Committee. The City of Linwood shall be responsible for its fifty (50.0%) per cent share of these benefits as well as its fifty (50.0%) percent share of retirement benefits through the Public Employees Retirement System for the aforementioned employees.

(6) Each of the parties hereto shall appropriate annually in their municipal budgets and contribute a sum of money for the purpose of defraying the salaries, wages and other expenses of the Committee in proportion with their obligations under Paragraph (5) aforesaid. More specifically, those obligations shall be apportioned fifty (50.0%) per cent for Linwood and fifty (50.0%) for Northfield, unless otherwise provided herein. In addition, the City of Linwood shall make payments to the City of Northfield as follows:

- (a) Administrative fees equal to 10% of the monthly amount billed to the City of Linwood by the City of Northfield to be added to and paid with each monthly bill;
- (b) In addition to current Linwood sewer rate per each of the thirty-one homes, the sum of Nine Hundred and Thirty (\$930.00) Dollars which represents Thirty (\$30.00) Dollars per each of the thirty-one homes in Linwood, (as listed on Exhibit "A") that currently utilize the Northfield sewer system. One half of this amount shall be billed each January and July of each calendar year, on the monthly billing.

(8) The City of Northfield shall submit vouchers to the City of Linwood on a monthly basis.

(9) All ordinary repairs of the lines shall be made by the Committee. Any extraordinary repairs shall be the responsibility of the municipality in which the repair location is situate and shall be borne by the municipality. Ordinary repairs are herein defined as normal, day-to-day general maintenance repair. All parts and materials required to be purchased in order to service the system of the respective municipality shall be paid for by that respective municipality on an invoice cost basis.

(10) The Committee shall be responsible for the maintenance and servicing of the pumping stations, mainline and sewerage collection system below the ground located within the public right-of-way of the respective municipality to a point one foot inside the curb line of the respective municipalities.

(11) All capital items, including equipment purchased by the Committee shall be titled in the name of the Committee and ownership shall vest in said Committee. No purchase of capital items in excess of Five Hundred (\$500.00) Dollars shall be made by the Committee without the advice and consent of the Common Council of both Municipalities. Should any purchased capital items be liquidated, sold or transferred, the net proceeds from said transaction shall inure to the respective parties in accordance with the percentage of contribution by each party to the Committee during the calendar year preceding the transaction.

(12) The annual audit of the books and records of the Committee shall be performed by the Auditor of the City of Northfield.

(13) This Contract shall be enforceable and commence on the 1st day of January, 2016. The Contract shall continue to be in full force and effect until December 31, 2017 unless sooner terminated as hereinafter set forth. Hereafter, all contracts shall be negotiated for a term of two (2) years.

(14) For purposes of billing between the respective Municipalities, this Contract shall be effective January 1, 2016 and shall continue until December 31, 2017.

(15) Any party hereto may withdraw from the terms of this Contract provided that said party gives written notice of its intent to withdraw to the other party at least six (6) months in advance, provided, however, that notice of termination in a particular year must be given prior to July 1, of the respective year, since this Contract may only terminate on December 31, of a particular year, it being the intention of the respective Municipalities not to permit this Contract to be terminated other than at the end of a particular year.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their respective Mayor and their corporate seals affixed by their respective Municipal Clerks the day and year first above written.

Mary Canesi, RMC
Municipal Clerk

Erland Chau, Mayor
City of Northfield

Leigh Ann Napoli, RMC
Municipal Clerk

BY: _____
Richard L. DePamphilis, III
Mayor
City of Linwood

EXHIBIT "A"

2273 Burroughs Avenue
2275 Burroughs Avenue
2277 Burroughs Avenue

1 Lake Drive
2 Lake Drive
4 Lake Drive
6 Lake Drive
8 Lake Drive
9 Lake Drive
10 Lake Drive
12 Lake Drive
14 Lake Drive
15 Lake Drive
16 Lake Drive

1 Park Road

5 Park Road

1 Gail Avenue

2 Gail Avenue

100 Carol Avenue

101 Carol Avenue
102 Carol Avenue
104 Carol Avenue
105 Carol Avenue
106 Carol Avenue
107 Carol Avenue
108 Carol Avenue
109 Carol Avenue
110 Carol Avenue
111 Carol Avenue
112 Carol Avenue
115 Carol Avenue

TOTAL = 31 X 30 = \$930.00

RESOLUTION No. 120, 2015

A RESOLUTION AUTHORIZING THE CITY OF LINWOOD TO ADVERTISE FOR PROPOSALS FOR EMERGENCY MEDICAL SERVICES FOR THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD

WHEREAS, the City of Linwood is desirous of receiving proposals to provide Emergency Medical Services for the City of Linwood and the City of Northfield; and

WHEREAS, specifications for same have been prepared and are on file and available for inspection in the Office of the City Clerk, Linwood, New Jersey;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the aforesaid specifications are hereby approved subject to review and final approval by the City of Northfield and the City Solicitor;

BE IT FURTHER RESOLVED, by the Common Council of the City of Linwood, Atlantic County, New Jersey that the City Clerk is hereby directed to advertise for proposals for the aforesaid in the July 9, 2015 issue of The Press of Atlantic City, proposals to be received on Tuesday, August 4, 2015 at 11:00 A.M. prevailing time at the Municipal Clerk's Office, Linwood, New Jersey;

BE IT FURTHER RESOLVED, that the Common Council of the City of Linwood reserves the right to reject all proposals.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of July, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of July, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 121, 2015

A RESOLUTION ACCEPTING THE RESIGNATION OF ALBERT STANLEY

WHEREAS, a letter of resignation from the position of Tax Collector was submitted to the Mayor and Council by Albert Stanley effective July 31, 2015; and

WHEREAS, the resignation has been reviewed by the Common Council;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Council hereby accepts the resignation of Albert Stanley from the position of Tax Collector effective July 31, 2015.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of July, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of July, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 122, 2015

A RESOLUTION APPROVING THE APPLICATION OF BERLIN ROAD INVESTMENTS, LLC FOR RENEWAL OF PLENARY RETAIL CONSUMPTION LICENSE NO. 0114-33-001-003 FOR 2015-2016

WHEREAS, the City of Linwood authorized the issuance of a Liquor License to Berlin Road Investments, LLC by Resolution No. 160 of 2005 and renewal of said license by Resolution No. 130 of 2006 for 2006-2007, by Resolution No. 122 of 2007 for 2007-2008, by Resolution No. 127, 2008 for 2008-2009, by Resolution No. 121 of 2009 for 2009-2010, by Resolution No. 105, 2010 for 2010-2011, by Resolution No. 146, 2011 for 2011-2012, by Resolution No. 117, 2012 for 2012-2013, by Resolution No. 83, 2013 for 2013-2014, and by Resolution No. 144, 2014 for 2015-2016; and

WHEREAS, an application from Berlin Road Investments, LLC for renewal of plenary retail consumption license No. 0114-33-001-003 for 2015-2016 has been filed with the Municipal Clerk of the City of Linwood along with the payment of the appropriate municipal fee and state fee; and

WHEREAS, pursuant to N.J.S.A. 33:1-12.39, the licensee filed a petition and affidavit with the Director of the Division of Alcoholic Beverage Control because said license is currently inactive and has been renewed for two license terms following the date it became inactive; and

WHEREAS, a Special Ruling from the Director of the Division of Alcoholic Beverage Control was issued authorizing the City of Linwood to consider renewal of said license and to grant or deny said application in the reasonable exercise of its discretion; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the application from Berlin Road Investments, LLC for renewal of plenary retail consumption license No. 0114-33-001-003 for 2014-2015 be and is hereby granted.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of July, 2015.

RESOLUTION NO. 122, 2015
PAGE 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 8th day of July, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

LIC. NO. 0114-33-001-003

DOCKET NO. 07-14-8830

IN THE MATTER OF THE APPLICATION)
TO PERMIT THE RENEWAL OF AN)
INACTIVE LICENSE PURSUANT TO)
N.J.S.A. 33:1-12.39 FOR THE 2014-15 and)
2015-16 LICENSE TERM(S))
)
)
Berlin Road Investments LLC)
)

SPECIAL RULING

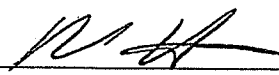
BY THE DIRECTOR:

The petitioner or licensee has filed a verified petition requesting authorization for the local issuing authority to consider a renewal application for License No. 0114-33-001-003 for the license term(s) pursuant to the provisions of N.J.S.A. 33:1-12.39.

I have reviewed the petition filed in this matter and have considered all the facts and circumstances related to the inactive status of this license. I find that the petitioner or licensee has established good cause in accordance with the statutory requirements to warrant an application for renewal of the license for the 2014-15 and 2015-16 license term(s).

Accordingly, the municipal issuing authority is hereby authorized to consider the application for renewal of the subject license for the 2014-15 and 2015-16 license term(s) and to thereupon grant or deny said application in the reasonable exercise of its discretion. This authorization does not abrogate the licensee's obligation to timely submit the license renewal application and requisite fees prior to any consideration of renewal, including obtaining a tax clearance.

Please note that the approval granted herein is conditional, and is based upon the representations set forth in the petitioner's notarized letter(s). This approval is subject to review and/or modification should the factual circumstances warrant.



MICHAEL I. HALFACRE
DIRECTOR

DATED: September 8, 2014

RESOLUTION No. 123, 2015

A RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH ATLANTIC COUNTY GOVERNMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, Atlantic County was notified by letter dated October 27, 2000, from the United States Department of Housing and Urban Development (hereafter "HUD") announcing that the County of Atlantic qualified to receive a Formula Allocation for the Community Development Block Grant Program (hereafter the "Urban County Program") for the fiscal year 2001, 2002 and 2003; and

WHEREAS, it is necessary to provide documentation to HUD every three years to re-qualify the Urban County (hereafter "County") to continue to receive a formula allocation for the next three federal fiscal years; and

WHEREAS, it is necessary for the County to submit the qualifying documentation to HUD by July 24, 2015 to re-qualify for Fiscal Years 2016, 2017 and 2018; and

WHEREAS, in order to participate with the County in the Urban County Program for these years it is necessary for the Local Government to enter into a Cooperation Agreement with the County and other local governments; and

WHEREAS, the Local Government may not apply for grants or appropriations under the Small Cities or State CDBG Programs for the fiscal years during the period in which it participates in the Urban County CDBG Program; and

WHEREAS, the City of Linwood desires to join with the County in the Urban County program; and

WHEREAS, the Interlocal Services Act NJSA 40:8A-1 et seq. Authorizes counties and municipalities to enter into agreements for the provision of joint services; and

WHEREAS, the execution of the Cooperation Agreement does not require the Local Government to expend municipal funds;

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

1. The Mayor and Clerk are hereby authorized and directed to execute the attached Cooperation Agreement with the County, and other local governments, in substantially the following form with such minor changes as may be required by HUD.

2. This Cooperation Agreement shall be effective for the remaining year of the Urban County Qualification period (Federal fiscal years beginning October 1, 2016, October 1, 2017 and October 1, 2018) and shall be automatically renewed for participation in successive three year qualification periods unless the County or the City of Linwood provides written notice it elects not to participate for a new qualification period.
3. HUD requires that this Cooperation Agreement may have to be amended to incorporate changes necessary to comply with federal requirements for future qualification periods. Failure to comply will void the automatic renewal for such qualification period.
4. All resolution or parts of resolutions inconsistent with this Resolution are hereby repealed to the extent of their inconsistency.
5. The Clerk is hereby directed to provide a certified copy of this Resolution together with the annexed Cooperation Agreement, duly executed, to the County Executive.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of July, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of July, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

ACIA

Atlantic County Improvement Authority
1333 Atlantic Avenue, Suite 700 · Atlantic City, NJ 08401
Phone: 609-343-2390 Fax: 609-343-2188

John C. Lamey, Jr.
Executive Director

June 6, 2015

Ms. Leigh Ann Napoli
Municipal Clerk's Office
400 Poplar Ave.
Linwood, NJ 08221

Good Morning Ms. Napoli,

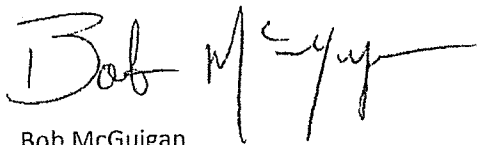
In order to continue to receive CDBG funding, the Atlantic County Urban County must requalify with HUD as an Urban County for the Fiscal years 2016- 2018. Since the cooperation agreement signed in 2012 had an automatic renewal provision, action by the municipality would not normally be required, but this year HUD has required new language be incorporated in all cooperation agreements of requalifying counties.

The Improvement Authority is requesting you place amending the previous CDBG/HOME Cooperation Agreement on the agenda for the next Council/Committee/Commission Meeting. The deadline for submitting the requalification documents is soon approaching so getting this on the agenda at the next meeting is critical.

Attached along with this letter is the amendment, amendment signature page, the original Cooperation Agreement, and a sample resolution to assist you. If I can help you with anything else or you have any questions, feel free to email me back or to call me at 343-2390.

Thank you very much for your time and cooperation.

Sincerely,



Bob McGuigan

Community Development Coordinator

COUNTY OF ATLANTIC
COMMUNITY DEVELOPMENT BLOCK GRANT HOME
INVESTMENT PARTNERSHIP PROGRAM
COOPERATION AGREEMENT
AMENDMENT FOR FISCAL YEARS 2016
THROUGH 2018

THIS AGREEMENT is made on this _____ day of _____, 2015 by and between the County of Atlantic, (hereafter the "County"), and the following municipalities (hereafter "Local Governments"):

| | | |
|---|---|--|
| <input type="checkbox"/> City of Absecon | <input type="checkbox"/> City of Brigantine | <input type="checkbox"/> Buena Borough |
| <input type="checkbox"/> Buena Vista Township | <input type="checkbox"/> Corbin City | <input type="checkbox"/> Folsom Borough |
| <input type="checkbox"/> Egg Harbor Township | <input type="checkbox"/> City of Estell Manor | <input type="checkbox"/> City of Margate |
| <input type="checkbox"/> Galloway Township | <input type="checkbox"/> Hamilton Township | <input type="checkbox"/> City of Pleasantville |
| <input type="checkbox"/> City of Linwood | <input type="checkbox"/> Borough of Longport | <input type="checkbox"/> City of Ventnor |
| <input type="checkbox"/> Township of Mullica | <input type="checkbox"/> City of Northfield | <input type="checkbox"/> Port Republic |
| <input type="checkbox"/> City of Somers Point | <input type="checkbox"/> Weymouth Township | |

to establish a cooperative relationship for the conduct of certain community development activities;

WHEREAS, Atlantic County was notified by letter dated October 27, 2000, from the United States Department of Housing and Urban Development (hereafter "HUD") of the potential of County of Atlantic being designated an "Urban County", and

WHEREAS, each year since FY 2001 through FY 2015 the County has received a Formula Allocation of for the Community Development Block Grant Program (hereafter "Urban County Program") in an amount based on particular demographics of the participating municipalities; and

WHEREAS, the County wishes to re-qualify for entitlement status as an Urban County for the three year period FY 2016 through FY 2018 in order to continue to receive funds from the program ; and

WHEREAS, HUD Notice CDP-15-04 delineates procedures to be followed to re-qualify as an Urban County: and

WHEREAS, the following incorporated municipalities desire to cooperate with the county in order to join the Urban County:

| | | |
|---|---|--|
| <input type="checkbox"/> City of Absecon | <input type="checkbox"/> City of Brigantine | <input type="checkbox"/> Buena Borough |
| <input type="checkbox"/> Buena Vista Township | <input type="checkbox"/> Corbin City | <input type="checkbox"/> Folsom Borough |
| <input type="checkbox"/> Egg Harbor Township | <input type="checkbox"/> City of Estell Manor | <input type="checkbox"/> City of Margate |
| <input type="checkbox"/> Galloway Township | <input type="checkbox"/> Hamilton Township | <input type="checkbox"/> City of Pleasantville |
| <input type="checkbox"/> City of Linwood | <input type="checkbox"/> Borough of Longport | <input type="checkbox"/> City of Ventnor |
| <input type="checkbox"/> Township of Mullica | <input type="checkbox"/> City of Northfield | <input type="checkbox"/> Port Republic |
| <input type="checkbox"/> City of Somers Point | <input type="checkbox"/> Weymouth Township, and | |

WHEREAS, the governing bodies of the Local Governments have adopted resolutions authorizing execution of this amendment of the Cooperation Agreement with the County, and on July 14, 2015, the

Atlantic County Board of Chosen Freeholders adopts its Resolution # _____ authorizing execution of this Cooperation Agreement with the Local Governments; and

WHEREAS, the Optional County Charter Law, NJSA 40:41 A-27 (g) , authorizes counties and municipalities to enter into agreements for the provision of joint services.

NOW, THEREFORE, Atlantic County and the Local Governments individually and collectively agree to amend the COUNTY OF ATLANTIC COMMUNITY DEVELOPMENT BLOCK GRANT HOME INVESTMENT PARTNERSHIP PROGRAM COOPERATION AGREEMENT FISCAL YEARS 2013 THROUGH 2015, adopted in 2012, as follows:

1. Adding the following as provision 11 under **Community Development - County & Local Government Undertakings**:

Local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This provision was made necessary by the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235

2. Other than this addition, all other terms and provisions of the original Cooperation Agreement remain unchanged.

ATTEST:

COUNTY OF ATLANTIC:

Sonya G, Harris
Clerk of the Board of Chosen Freeholders

BY: _____
Dennis Levinson
County Executive

Approved as to Form:
On behalf of Atlantic County

James F. Ferguson, County Counsel

RESOLUTION No. 124, 2015

A RESOLUTION CONFIRMING THE PROMOTION OF PATROLMAN ESTABON CUNNINGHAM TO THE POSITION OF SERGEANT IN THE LINWOOD POLICE DEPARTMENT

WHEREAS, Patrolman Estabon Cunningham has been promoted to the position of Sergeant effective July 1, 2015; and

WHEREAS, the Common Council of the City of Linwood wishes to confirm said promotion;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that the promotion of Patrolman Estabon Cunningham to the position of Sergeant in the Linwood Police Department effective July 1, 2015 be and is hereby confirmed;

BE IT FURTHER RESOLVED, that the salary for the position shall be as set forth 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 Regular Meeting of the City Council of Linwood, held this 8th day of July, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of July, 2015.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____