

**LINWOOD COMMON COUNCIL  
CAUCUS AGENDA  
June 10, 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
4. Councilman Beinfest
  - A. Neighborhood Services
5. Councilwoman DeDomenicis
  - A. Public Works
6. Councilman Gordon
  - A. Engineering
7. Councilman Heun
8. Councilman Matik
  - A. Public Safety
    1. Ordinance prohibiting left turns onto Shore Road from Patcong Avenue – first reading
9. Councilman Paolone
  - A. Revenue & Finance
    1. Bond Ordinance for the Construction of Improvements to Municipal Roadways and Sanitary Sewer System; Various Recreation Projects; Historical Roof Project; and Purchase of In-Car Video Systems for Police Department – final reading
10. Council President Tighe
  - A. Administration
    1. Resolution authorizing a Raffle License to the Women's Center
    2. Resolution authorizes Linwood to enter into a Shared Services Agreement for the retention of Dr. Robert Burchell of Rutgers as an expert for the purpose of reviewing and determining Linwood's (and other municipalities) obligation under the new COAH regulations.
  - B. Planning & Development
    1. Resolution waiving Uniform Construction Code Permit Fees with regard to work being done at 314 Barr Avenue
11. Mr. Youngblood

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
June 10, 2015**

**CALL TO ORDER**

**FLAG SALUTE** Councilman Ralph Paolone

**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**

**6 OF 2015**

A BOND ORDINANCE APPROPRIATING ONE MILLION DOLLARS (\$1,000,000) AND AUTHORIZING THE ISSUANCE OF NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR GENERAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY INCLUDING; CONSTRUCTION OF IMPROVEMENTS TO MUNICIPAL ROADWAYS AND SANITARY SEWER SYSTEM; VARIOUS RECREATION PROJECTS; HISTORICAL ROOF PROJECT; AND PURCHASE OF IN-CAR VIDEO SYSTEMS FOR POLICE DEPARTMENT.

*FIRST READING:*

*May 27, 2015*

*PUBLICATION:*

*June 1, 2015*

*FINAL READING:*

*June 10, 2015*

*PUBLICATION WITH STATEMENT:*

*June 15, 2015*

**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.

**111-2015**

A Resolution authorizes Linwood to enter into a Shared Services Agreement for the retention of Dr. Robert Burchell of Rutgers as an expert for the purpose of reviewing and determining Linwood's obligation under the new COAH regulations

**112-2015**

A Resolution authorizing the waiving of Uniform Construction Permit Fees for permits issued for work to be done at 314 Barr Avenue within the City of Linwood, New Jersey

**113-2015**

A Resolution authorizing the issuance of a Raffle License, #2015-10, to A Place for Us, The Women's Center

Linwood Common Council  
Agenda of Regular Meeting  
06/09/2015  
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**APPROVAL OF BILL LIST: \$**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

**ORDINANCE 6 - 2015**

**A BOND ORDINANCE APPROPRIATING ONE MILLION DOLLARS (\$1,000,000) AND AUTHORIZING THE ISSUANCE OF NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR GENERAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

**Section 1. Appropriation for Project-Down Payment.**

The general improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by the City of Linwood, in the County of Atlantic, New Jersey (the "City"). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of money therein stated as the apportionment made for said improvement or purpose, said sum being inclusive of all appropriations heretofore made therefor and amounting in the aggregate to ONE MILLION DOLLARS (\$1,000,000), including the aggregate sum of FIFTY THOUSAND DOLLARS (\$50,000) as the down payment for said improvement as required pursuant to N.J.S.A. 40A:2-11 and more particularly described in Section 3 and now available by virtue of provision in a previously adopted budget or budgets of the City for down payments for capital improvement purposes, and including also monies received or expected to be received from the United States of America, the State of New Jersey or the County of Atlantic, or agencies thereof, as grants in aid of financing said improvement or purpose.

**Section 2. Authorization of Bonds.**

For the financing of said improvement or purpose and to meet the part of said ONE MILLION DOLLARS (\$1,000,000) in appropriations not provided for by application hereunder of said down payment, negotiable bonds of the City are hereby authorized to be issued in the principal amount of NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) pursuant to the Local Bond Law of New Jersey (the "Local Bond Law"). In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the City in a principal amount not exceeding NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**Section 3. Description of Project.**

The improvement is hereby authorized and the purpose for the financing of which said obligation is to be issued, the appropriation made for and estimated cost of such purpose, and the estimated maximum amount of bonds or notes to be issued for such purpose, is follows:

IMPROVEMENT OR PURPOSE	APPROPRIATION AND ESTIMATED COST	ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES
(a) Various Municipal Roadway Improvements, including milling and overlay, paving and curbs, such new roadway pavement to be at least equal in useful life or durability to a road of Class B construction, as referred to in Section 40A:2-22 of the Local Bond Law, together with the construction or reconstruction of drainage facilities, pavement preparation, pavement construction or reconstruction, asphalt concrete resurfacing, driveway, curb, sidewalk and shoulder restoration, handicapped accessible curb ramps, and all		

other necessary or desirable structures, appurtenances and work or materials, all as shown on and in accordance with the plans and specifications therefore on file in the office of the City Clerk and hereby approved, including the costs of surveying, construction planning, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.	\$760,000	\$722,000
(b) Various improvements to the municipal sanitary sewer system, including the costs of surveying, construction planning, architectural, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.	\$169,000	\$160,550
(c) Various Recreation Projects, including the costs of surveying, construction planning, architectural, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.	\$21,000	\$19,950
(d) Historical Roof Replacement Project, including the costs of surveying, construction planning, architectural, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.	\$29,000	\$27,550
(e) Purchase of In-Car Video Systems for Police Department	<u>\$21,000</u>	<u>\$19,950</u>
TOTAL	<u>\$1,000,000</u>	<u>\$950,000</u>

The excess of the appropriation made for the improvement or purpose aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the said down payment for said purpose.

Section 4. **Authorized of Notes.**

In anticipation of the issuance of said bonds and to temporarily finance said improvement, negotiable notes of the City in a principal amount equal to the said principal of bonds not exceeding NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other financial officer designated by Resolution for this purpose (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in writing to the Mayor and the Council of the City at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law.

The Chief Financial Officer is further directed to determine all matters in connection with said note or notes and not determined by this Ordinance. The signature of the Chief Financial Officer upon said note(s) shall be conclusive evidence of such determination.

**Section 5. Capital Budget.**

The capital budget of the City of Linwood is hereby amended to conform with the provisions of this bond ordinance. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program is on the file with the Clerk and is available there for public inspection.

**Section 6. Additional Matters.**

The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the City may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purpose within the limitations of the Local Bond Law and taking into consideration the respective amounts of said obligations authorized for the purpose, according to the reasonable life thereof computed from the date of said bonds authorized by this bond ordinance, is **15.25 years**.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the office of the City Clerk and a complete duplicate thereof has been electronically filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of



the bonds and notes provided for in this bond ordinance by NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000), and the said obligation authorized by this bond ordinance will be within all debt limitations prescribed by the Local Bond Law.

(d) Amounts not exceeding ONE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$199,250) in the aggregate for interest on said obligation, cost of issuing said obligation, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the construction or acquisition of improvement and property as authorized herein, and other items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law have been included as part of the cost of said improvement and is included in the foregoing estimate thereof.

**Section 7. Ratification of Prior Actions.**

Any actions taken by any officials of the City in connection with the improvement described in Section 3 hereof are hereby ratified and confirmed notwithstanding that such actions may have been taken prior to the effective date of this bond ordinance and shall be deemed to have been taken pursuant to this bond ordinance.

**Section 8. Application of Grants.**

Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

**Section 9. Full Faith and Credit.**

The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

**Section 10. Official Intent to Reimburse Expenditures.**

The City reasonably expects to reimburse any expenditures towards the costs of the improvement or purpose described in Section 3 of this Bond Ordinance and paid prior to the issuance of any bonds or notes authorized by this Bond Ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein has been or is reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the City, or any member of the same “control group” as the City, within the meaning of Treasury Regulations Section 1.150-1(f), pursuant to their budget or financial policies with respect to any expenditures to be reimbursed. This Section is intended to be and hereby is a declaration of the City’s official intent to reimburse any expenditures towards the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 1.103-18, and no action (or inaction) will be an artifice or device in accordance with Treasury Regulation Section yield restrictions or arbitrage rebate requirements.

**Section 11. Effective Date.**

This bond ordinance shall take effect twenty (20) days after the first publication of a summary thereof after final adoption, as provided by the Local Bond Law.

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RICHARD L. DEPAMPHILIS, III, MAYOR

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

FIRST READING:	May 27, 2015
PUBLICATION:	June 1, 2015
FINAL READING:	June 10, 2015
PUBLICATION WITH STATEMENT:	June 15, 2015

## NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Linwood, in the County of Atlantic, State of New Jersey, held on May 27, 2015, at the Linwood City Hall. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on June 10, 2015, at 6:00 o'clock p.m. at the Linwood City Hall. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located in the City Hall, 400 Poplar Avenue, Linwood, New Jersey for the members of the general public who shall request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE APPROPRIATING ONE MILLION DOLLARS (\$1,000,000) AND AUTHORIZING THE ISSUANCE OF NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR GENERAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY"

Purpose(s): Construction of Improvements to Municipal Roadways and Sanitary Sewer System; Various Recreation Projects; Historical Roof Project; and Purchase of In-Car Video Systems for Police Department

Appropriation: \$1,000,000

Bonds/Notes Authorized: \$950,000

Grants (if any) Appropriated: None

Section 20 Costs: \$199,250

Useful Life: 15.25 years

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Leigh Ann Napoli, RMC, Municipal Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

## **BOND ORDINANCE STATEMENTS AND SUMMARY**

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the City of Linwood, in the County of Atlantic, State of New Jersey on June 10, 2015, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE APPROPRIATING ONE MILLION DOLLARS (\$1,000,000) AND AUTHORIZING THE ISSUANCE OF NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) IN BONDS OR NOTES OF THE CITY OF LINWOOD FOR GENERAL IMPROVEMENTS AUTHORIZED TO BE UNDERTAKEN BY THE CITY OF LINWOOD, IN THE COUNTY OF ATLANTIC, NEW JERSEY"

Purpose(s): Construction of Improvements to Municipal Roadways and Sanitary Sewer System; Various Recreation Projects; Historical Roof Project; and Purchase of In-Car Video Systems for Police Department

Appropriation: \$1,000,000

Bonds/Notes Authorized: \$950,000

Grants (if any) Appropriated: None

Section 20 Costs: \$199,250

Useful Life: 15.25 years

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Leigh Ann Napoli, RMC, Municipal Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

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.

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LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

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RICHARD L. DEPAMPHILIS, III, MAYOR

RESOLUTION NO. 111, 2015

**WHEREAS**, the City of Linwood has filed or anticipates filing a Declaratory Judgment Action in the Superior Court of New Jersey, Atlantic County in furtherance of the Supreme Court's March 10, 2015 decision captioned In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the "Supreme Court Decision"); and

**WHEREAS**, Fair Share Housing Center ("FSHC"), through the services of David Kinsey, has prepared what it considers to be the statewide fair share numbers (the "FSHC Numbers") for use by the 15 vicinages Mt. Laurel Judges to calculate a municipality's affordable housing obligation pursuant to the Supreme Court Decision; and

**WHEREAS**, the City of Linwood desires to participate in the preparation of a statewide fair share analysis to be undertaken by Rutgers, The State University of New Jersey ("Rutgers"), through Dr. Robert W. Burchell, Principal Investigator, and various other experts employed by Rutgers in order to establish a rational and reasonable methodology (the "Burchell Fair Share Analysis") for determination of a municipality's obligation to provide a realistic opportunity through its land use ordinances for its fair share of the region's affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq.; and

**WHEREAS**, Rutgers, utilizing Dr. Burchell as the Principal Investigator and author has agreed to prepare the Burchell Fair Share Analysis within 90 days of being retained to establish his view of the proper way to determine each municipality's fair share obligation; and

**WHEREAS**, Dr. Burchell estimates the cost to prepare the initial Burchell Fair Share Analysis will be \$70,000; and

**WHEREAS**, it is anticipated that there will be a need for Dr. Burchell to analyze any challenges to his conclusions and prepare a rebuttal report to said challenges which is not included in the \$70,000; and

**WHEREAS**, it is anticipated that if each municipality contributes \$2,000, there will be sufficient monies to pay the



cost to prepare the initial Burchell Fair Share Analysis, to analyze any challenges to the Initial Fair Share Analysis and to Prepare A Rebuttal Report given the number of municipalities that have expressed an interest in retaining Burchell; and

**WHEREAS**, a Municipal Shared Services Defense Agreement (hereinafter MSSDA"), has been prepared (a) so that monies can be collected to enter into an agreement with Rutgers (hereinafter "the Rutgers Agreement") and so that Burchell, along with various other experts from Rutgers, can perform the tasks described above and (b) so that the rights and responsibilities of each municipality that wishes to sign the agreement to retain Rutgers are defined; and

**WHEREAS**, the MSSDA provides that the Law Offices of Jeffrey R. Surenian and Associates, LLC ("Surenian") will serve as the administrative entity to sign the Rutgers agreement on behalf of the municipalities that signed the MSSDA and paid the \$2,000 fee; and

**WHEREAS**, it is imperative given the time constraints for municipalities that wish to retain Burchell to sign the MSSDA and pay the \$2,000 fee so that Burchell can conduct the necessary analysis; and

**WHEREAS**, notwithstanding the foregoing, it is possible that the MSSDA may need to be changed as a result of ongoing negotiations with the Rutgers agreement following execution of the MSSDA and the payment of the \$2,000 fee; and

**WHEREAS**, in such an event, any member that objects to the changes that Rutgers may require shall have the opportunity to relinquish membership in the Municipal Group and to receive back the \$2,000 payment as more specifically set forth in the MSSDA.

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

1. The terms and conditions of the MSSDA attached hereto are hereby approved, ratified and confirmed.
2. The amount of \$2,000 is hereby authorized to be expended by the City of Linwood for Rutgers through Dr. Robert Burchell,

Principal Investigator to prepare the Burchell Fair Share Analysis.

3. A certification of funds authorizing the aforesaid expenditure has been signed by the Chief Financial Officer of the City of Linwood and is appended hereto.
4. The Mayor and Municipal Clerk be and are hereby authorized to execute the aforesaid MSSDA to memorialize the participation of the City of Linwood in the preparation of the Burchell Fair Share Analysis and to take any and all actions reasonably required to effectuate said Agreement.
5. The City of Linwood hereby authorizes Jeffrey R. Surenian, Esq. to execute on behalf of the City of Linwood the Research Agreement with Rutgers to initiate and complete Burchell Fair Share Analysis and to do such other actions to effectuate the purposes of said Research Agreement.
6. If further changes to the MSSDA are needed as a result of finalizing the Rutgers Agreement, within ten (10) days of notification by Surenian of the changes, the City of Linwood will inform Surenian if it objects to the changes and wishes to withdraw from the Municipal Group and obtain a refund of the \$2000 it paid.
7. This Resolution shall take effect 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 Regular Meeting of the City Council of Linwood, held this 10th day of June, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of June, 2015.

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

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RICHARD L. DEPAMPHILIS, III, MAYOR

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

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, City Clerk  
**Date:** 6-09-15  
**Re:** Availability of Funds-COAH Counsel

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$2,000.00 will be available under legal services in the operating budget. Funds will be encumbered to Jeffrey R. Surenian and Associates-Attorney Trust Account, 707 Union Ave Suite 301 Brielle, NJ 08221-08730.

## MUNICIPAL SHARED SERVICES DEFENSE AGREEMENT

This Agreement is made as of this \_\_\_ day of \_\_\_\_\_, 2015, between and among the Members (the "Members") of the Municipal Group (collectively, the "MG"), whose representatives have executed this Shared Services Defense Agreement ("Agreement"). A list of the Members is attached hereto as Appendix A. In consultation with their legal advisors, the Members of the MG are considering, have or will file a Declaratory Judgment Action in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") or may otherwise be engaged in litigation (hereinafter referred to as "Litigation") for a Judgment of Compliance and Repose and, among other forms of relief, a determination of the municipality's obligation to provide a realistic opportunity for its fair share of the region's affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in the Decision and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. (Collectively referred to as "Housing Obligations")

WHEREAS, the Members wish to cooperate collectively to obtain information regarding the development of Housing Obligations that may be used in planning and in the Litigation and to enter into an agreement with Rutgers University for that purpose

NOW, THEREFORE, in consideration of the agreements and obligations listed below, the Members hereby agree as follows:

1. Purpose.

The purpose of this Agreement is to control the manner and the means by which the Members:

(a) participate in this Agreement;

(b) collectively retain the State University of New Jersey (“Rutgers”), which employs Dr. Robert Burchell and various other Rutgers experts with whom he will work (hereinafter collectively “Burchell”);

(c) collectively work with Burchell to conduct an analysis and report (hereinafter “Burchell Report”) of the housing need for each region and the allocation of that need to the individual municipalities in the region;

(d) may elect, at the exclusive expense of any Member or group of Members, to rely upon and present Burchell as a witness in the Litigation, including for any mediation, Alternative Dispute Resolution or other proceeding involving a determination of a Member’s Affordable Housing Obligation;

(e) raise funds to pay for activities authorized by the MG (“Shared Costs”) as described herein at Section 5 hereof; and

(f) engage in such other activities related to and in accordance with the purposes of this Agreement.

Nothing in this Agreement limits the right of any Member to take such action as deemed necessary to protect its own interests, or to present its own analysis of its Housing Obligation and rely upon credits, vacant land analysis adjustments, and such other factors and/or crediting mechanisms that may be necessary and appropriate to properly adjust its Housing Obligation.

## 2. Meetings.

Upon remitting the initial \$2,000 payment set forth in paragraph 5 and execution of this Agreement, each member of the MG shall provide Surenian with the email address of counsel to whom all notices under this Agreement shall be provided if it has not done so heretofore (hereinafter “designated counsel”). In the event the municipality fails to supply the name of the designated counsel, the municipal attorney shall serve as the designated counsel unless the municipality informs Surenian at [JRS@Surenian.com](mailto:JRS@Surenian.com) that it wishes another attorney to serve as designated counsel and Surenian confirms receipt of that request. Upon 5 calendar days notice by email to designated counsel, meetings of the MG shall be conducted with Counsel for Members to determine actions to be taken by and on behalf of the MG in furtherance of their common interests in the Litigation. All meetings shall be scheduled, to the extent reasonably possible at Rutgers University so that the greatest number of available counsel for Members may participate. In the event of such a meeting, each municipality shall have one vote and a majority of those present may take action on behalf of the MG

### 3. Retention of Burchell.

a. The administrative retention of Burchell through a Research Agreement with Rutgers to conduct an analysis of Housing Obligations shall be made by Jeffrey R. Surenian and Associates, LLC (“Surenian”) on behalf of the MG. Surenian shall monitor and track the progress of Dr. Burchell and shall confer with the MG as to the development of his analysis and report and other issues; provided, however, that nothing herein contained shall mean that Surenian is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action

b. In the absence or unavailability of Surenian, Jonathan E. Drill, Esq. (“Drill”) shall serve in this capacity and in such other of Surenian’s capacities as provided by this Agreement; provided, however, that nothing herein contained shall mean that Drill is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action.

c. To fulfill the responsibilities set forth in this paragraph, Surenian or Drill, as the case may be, except as is otherwise precluded under Paragraph 15 of this Agreement (i) shall pass on to Burchell any written communications forwarded to them by designated counsel as Burchell prepares his draft report (ii) shall furnish the MG a draft of the report prepared by Burchell for their input; (iii) shall furnish Burchell the comments on the draft report of the MG for his consideration; and (iv) shall furnish each Member the final Burchell Report. Members shall hold Surenian and Drill harmless for performing the tasks set forth in this agreement.

d. To facilitate the administration of this agreement, all materials shall be submitted to Surenian or Drill, as the case may be, electronically, and Surenian or Drill, as the case may be, shall be free to furnish all submissions referenced herein electronically.

#### 4. Authorization to Sign.

Surenian for Jeffrey R. Surenian and Associates is hereby authorized and directed to sign the Agreement with Rutgers University on behalf of the Members.

#### 5. Shared Costs.

a. All assessments for Shared Costs shall be solely to pay Rutgers for Burchell. Each Member shall be responsible for its per capita share and shall pay a \$2,000 no later than June 30, 2015.

b. It is anticipated that said fee shall suffice (i) to pay \$70,000 to prepare the Burchell Report, (ii) to pay for Burchell to analyze challenges to his report and (iii) to pay for the preparation of a rebuttal report to said challenges.

c. If the collection of this \$2,000 fee is insufficient to cover these costs, each Member shall pay an additional fee to cover said costs on a per capita basis.

d. If the aggregate fees collected exceed the costs for the aforementioned activities, each member of the MG shall be entitled to a per capita rebate of the remaining monies.

e. This \$2,000 fee is nonrefundable unless the sum of the \$2,000 fees collected exceed the cost of the tasks listed in this paragraph in which case each Member who contributed shall receive a per capita rebate.

f. A prerequisite to becoming a member is (a) the execution of this agreement, and (b) the payment of this \$2,000 fee.

#### 6. Expenses Not Covered By This Agreement.

This agreement is just for the cost to perform the services set forth in paragraph 5. Each member of the MG shall be responsible for any other expenses they may incur and the responsibility to pay those expenses shall not be the responsibility of the MG. Each Member shall be free to retain Burchell individually to serve as an expert in its case and shall be responsible individually for the expenses associated with Burchell serving as the municipality's expert witness at a rate of \$231 per hour to be paid to Rutgers University pursuant to a separately negotiated agreement

#### 7. Liaison Counsel or Committee.



The MG may select one or more counsel to coordinate with Surenian and Burchell to consult on the preparation and dissemination of the Burchell analysis and/or report, manage the collection and maintaining of funds, payment of invoices, and such other actions as may be necessary to effectuate the purposes of this agreement. The Members shall not be responsible for payment of the fees for Surenian or any counsel; each counsel will be paid by their respective client or clients.

8. Holding of Funds.

The MG hereby authorizes Surenian to hold all Shared Cost monies collected in connection with this Agreement in escrow in the Attorney Trust Account of Jeffrey R. Surenian and Associates, LLC. Surenian is authorized to disburse such funds as they are received from the Members of the MG in accordance with the terms of this Agreement and the engagement contract between Surenian, on behalf of the MG, and Rutgers.

9. Confidentiality and Use of Information.

(a) From time to time, Members or their counsel, and/or Burchell and/or other consultants or experts, including those independently retained by any Member may elect to disclose or transmit to each other such information as the Members may deem appropriate for the purpose of developing any common issues, claims, defenses, legal positions or other matters relating to the Litigation and for coordinating such other activities as may be necessary to carry out the purposes of this Agreement ("Shared Information"). Shared Information may include documents and information that are protected by attorney-client privilege, attorney work product doctrine, or other privilege or protection (hereinafter "Protected Materials"). The Members agree that any

sharing of Protected Materials among the Members and their counsel pursuant to this Agreement is not intended to and shall not constitute a waiver of any privilege or protection that otherwise would apply to the Protected Materials.

(b) Each Member agrees that all Shared Information, other than that described in Section (e) below, shall be held in strict confidence by the receiving Member, and by all persons to whom such confidential documents and information are revealed by the receiving Member, and that such documents and information shall be used by the receiving Member and any other receiving party only in connection with issues, claims, defenses, legal positions or other matters relating to the Litigation and for conducting such other activities as may be necessary to carry out the purposes of this Agreement. The Members intend by this Section to protect from disclosure all information and documents shared by any Members with each other and Burchell and other consultants or experts of individual members of the MG to the greatest extent permitted by law, regardless of whether the sharing occurred before execution of this Agreement and regardless of whether any writing or document is marked "Confidential."

(c) Sharing of Protected Materials between a Member and its governing body, zoning and/or planning boards, housing agency or other municipal board, agency or entity charged with zoning, planning or housing, pursuant to attorney-client privileged communications, shall not constitute a violation of the terms of this Agreement and by the acceptance of such Protected Material those recipients shall be bound by the terms of this Paragraph 9 to the extent applicable. Nothing in this Agreement shall preclude any Member from providing Shared Information with any independent expert or consultant that it has retained, who shall be bound by these same confidentiality terms.

(d) No Member shall provide any Shared Information, including but not limited to any communications with Burchell or any draft reports from Burchell with any counsel, planner, engineer or other professional consultant (collectively "Professional Consultants") to that Member if said Professional Consultant also represents any builder or developer who is currently engaged in exclusionary zoning litigation or is contemplating initiating exclusionary zoning litigation or the New Jersey Builder's Association or similar or related entities. To facilitate the implementation of this provision term, the expert or consultant with whom the designated attorney may consult shall be required to sign a statement or acknowledgment to that effect in the form attached hereto as Appendix B.

(e) The confidentiality obligations of the Members shall continue in full force and effect without regard to whether: (i) this Agreement is terminated, or (ii) any action arising out of the MG is terminated by final judgment or settlement; provided however, that the provisions of this Section shall not apply to information that is now, or hereafter becomes, public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure.

(f) The terms of this Section 9 shall survive the termination of this Agreement or the withdrawal of any Member.

#### 10. Communications.

All communications shall be through designated counsel and no member may contact Burchell directly, but must communicate through their designated counsel to Surenian or Drill as the case may be pursuant to paragraph 3. Any communication to Surenian or Drill from anyone other than designated counsel shall not be considered.

11. Common Interest.

As the Members have a common interest in the development of a uniform approach to certain aspects of the Litigation by engaging Burchell, each Member agrees that if any Member withdraws from MG and this Agreement, or elects not to rely upon any report or testimony of Burchell, that Member agrees that it shall raise no objection at trial or in any other proceeding to the continued presentation by any other Member of any report or testimony of Burchell, on the basis of the relationship that has been created between such Member and Burchell or under the terms of this Agreement. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

12. No Adoptive Admission:

No Member shall be bound by any findings or conclusions of any report by Burchell until such time as the Burchell or such other common expert's report has been approved by such Member and is formally adopted by the Member within the Litigation. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

13. New Members.

Any municipality that wishes to become a Member subsequent to the effective date of this Agreement may do so only by (a) signing this agreement, (b) paying the initial \$2,000 fee referenced in paragraph 2. a. and (c) paying *ab initio* any additional assessments which such Member would have been obligated to pay.

14. Denial of Admissions.

This Agreement shall not constitute, nor be interpreted, construed or used as evidence of, (a) any admission of responsibility, obligation, law or fact, or the failure of any Member to have met its Housing Obligation (b) a waiver of any right, defense, theory or position, or (c) an estoppel against any Member by Members as among themselves or by any other person not a Member; provided, however, that this Agreement can be used to enforce its terms..

15. Conflict of Interest.

If the firm of the attorney representing the municipality also represents (i) the New Jersey Builder's Association; (ii) a developer seeking a builder's remedy or is presently contemplating bringing a builder's remedy action, the municipality may become part of this consortium subject to the following limitations. Said attorney shall not (i) be made privy to any of the information presented to Dr. Burchell; (ii) have the right to make submissions to Dr. Burchell; and (iii) be entitled to attend any meetings with Dr. Burchell or the MG. Nothing in this paragraph is intended nor shall be interpreted to waive the Rules of Professional Conduct and/or the Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.)

16. Effective Date.

This Agreement shall not be effective for any individual Member until that municipality (a) executes this agreement and furnishes the executed agreement to Surenian and (b) pays Surenian of the \$2,000 payment referenced in paragraph 5 for deposit in the Attorney Trust Account of Surenian so that the bills of Rutgers may be paid.

17. Subsequent Agreement.

a. The Members may hereafter agree to engage in activities in addition to those set forth in Sections l(b) through l(f) hereof. Any such agreement, and any communications with respect thereto or in connection therewith, shall be protected under and pursuant to Section 9 hereof. Any such agreement shall be binding only upon the signatories thereto.

b. Since the Agreement between Rutgers and the MG has not yet been consummated, there is a possibility that changes to this agreement may be necessary. In such an event, Surenian shall notify designated counsel of how this agreement will change in which case, designated counsel will have ten business days to rescind membership of his or her client in which case the Member shall be entitled to a rebate.

18. Termination.

This Agreement shall terminate upon the execution of a writing signed by all Members which have not withdrawn from, been removed from, or otherwise ceased to participate in this Agreement.

19. Applicable Law.

This Agreement shall be interpreted under the laws of the State of New Jersey.

20. Severability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

21. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but collectively shall constitute but one and the same document provided that each Member receives a copy of signature page(s) signed by all other Members. Signatures sent electronically shall be deemed to be originals.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

**Appendix A**  
Signatory Parties



## Appendix B

### Agreement to Maintain Confidentiality: Attorney-Client/Attorney Work Product

The undersigned has been retained by [MUNICIPALITY] as a consultant and/or expert with regard to litigation pending in the Superior Court of \_\_\_\_\_ County, entitled \_\_\_\_\_ . I acknowledge that certain information and documentation will be provided to me by counsel for [MUNICIPALITY] which shall be subject to the Attorney-Client privilege and/or the Attorney Work Product Doctrine, (“Protected Materials”) and such other available privileges. I understand and agree that such Protected Materials shall be held in strict confidence by me and by all persons to who work with me in developing my opinions, reports and providing testimony in this matter and shall not be disclosed to any other person or party.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION NO. 112, 2015**

A RESOLUTION AUTHORIZING THE WAIVING OF UNIFORM CONSTRUCTION PERMIT FEES FOR PERMITS ISSUED FOR WORK TO BE DONE AT 314 BARR AVNEUE WITHIN THE CITY OF LINWOOD, NEW JERSEY

**WHEREAS**, there exists within the City of Linwood, New Jersey an order issued by the Linwood Construction Official for the waiving of Uniform Construction Permit Fees for repair and maintenance to the home located at 314 Barr Avenue, Linwood, New Jersey; including but not limited to heating and air conditioning systems, water heaters, electrical services, and structural changes to provide improved climate, air quality and accessibility to and within the home of a chronically ill child; and

**WHEREAS**, the Construction Official has ordered that the Uniform Construction Permit Fees for said repairs and replacement permits be applied for and issued by the Linwood Construction Official beginning Thursday, June 11, 2015 and concluding with the completion of this project; and

**WHEREAS**, the Common Council is desirous of approving the request for same;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the UCC Permit Fees for Block: 132 Lot: 3, commonly known as 314 Barr Avenue, Linwood, New Jersey, renovations (permit #109-15 in the amount of \$850) and heating and air conditioning (permit #110-15 in the amount of \$100) as addressed above, are hereby approved and waived pursuant to the Uniform Construction Code and Chapter 119 of the Code of the City of Linwood for the period beginning June 11, 2015 and concluding with the completion of said project.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of June, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of June, 2015.

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

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

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

**RESOLUTION No. 113, 2015**

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2015-10,  
TO A PLACE FOR US, THE WOMEN'S CENTER

**WHEREAS**, A Place for Us, The Women's Center has applied for a Raffle License, to conduct games September 30, 2015; and

**WHEREAS**, A Place for Us, The Women's Center has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 349-4-35897;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that a Raffle License be issued to A Place for Us, The Women's Center and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of June, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of June, 2015.

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

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

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