

**LINWOOD COMMON COUNCIL**

**CAUCUS AGENDA**

**June 25, 2025**

**4:00 P.M.**

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

1. Roll Call  
Mayor Matik \_\_\_\_\_ Mrs. Albright \_\_\_\_\_ Mr. Kelly \_\_\_\_\_  
Mr. Levinson \_\_\_\_\_ Mr. Michael \_\_\_\_\_ Mr. Salerno \_\_\_\_\_  
Mr. Walcoff \_\_\_\_\_ Mr. Ford \_\_\_\_\_  
  
Professionals: Mr. Youngblood \_\_\_\_\_ Mr. Polistina \_\_\_\_\_ Mrs. Napoli \_\_\_\_\_
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilwoman Albright
  - A. Planning, Engineering, & Development
    1. Resolution authorizing the approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Resurfacing of Joseph Avenue, Kietro Drive, Forest Drive & Ross Lane project
    2. Resolution authorizing the approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Linwood Bike Path Expansion project
    3. Resolution awarding a Contract to Shore Top Construction Corp for the Memorial Park Improvements Phase 1B
    4. Resolution authorizing the release of the Performance Guarantee for Charter Tech Annex, LLC with regard to the 1901 New Road Townhouses project in the City of Linwood
5. Councilman Kelly
  - A. Neighborhood Services
6. Councilman Levinson
  - A. Revenue & Finance
7. Councilman Michael
  - A. Public Safety
8. Councilman Walcoff
  - A. Public Works
    1. Resolution authorizing the placement of a lien on Block 163, Lot 7, 200 Haines Avenue, in accordance with Chapter 99, Section 3 of the Code of the City of Linwood
    2. Resolution awarding a Contract to Ascent Midatlantic LLC for the Linwood Library Elevator Replacement Project
9. Council President Ford
  - A. Administration
    1. Resolution to approve the Affordable Housing Trust Fund Spending Plan
    2. Resolution endorsing a Fourth Round Housing Element & Fair Share Plan
10. Solicitor's Report

**LINWOOD COMMON COUNCIL  
AGENDA OF REGULAR MEETING  
June 25, 2025**

**CALL TO ORDER**

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

**FLAG SALUTE:** Councilman Todd Michael

**ROLL CALL**

**APPROVAL OF MINUTES WITHOUT FORMAL READING**

**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.

- |                 |  |
|-----------------|--|
| <b>123-2025</b> | A Resolution authorizing the approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Resurfacing of Joseph Avenue, Kietro Drive, Forest Drive & Ross Lane project |
| <b>124-2025</b> | A Resolution authorizing the approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Linwood Bike Path Expansion project  |
| <b>125-2025</b> | A Resolution of the City Council of the City of Linwood approving a Fourth Round Affordable Housing Trust Fund Spending Plan and requesting program and Court approval of the Spending Plan  |
| <b>126-2025</b> | A Resolution of the City Council of the City of Linwood endorsing a Fourth Round Housing Element and Fair Share Plan   |
| <b>127-2025</b> | A Resolution awarding the Contract to Shore Top Construction Corp. for the Memorial Park Improvements Phase 1B Contract No. 60   |
| <b>128-2025</b> | A Resolution authorizing the placement of a lien on Block 163, Lot 7, 200 Haines Avenue, in accordance with Chapter 99, Section 3 of the Code of the City of Linwood   |
| <b>129-2025</b> | A Resolution authorizing the release of the Performance Guarantee for Charter Tech Annex, LLC with regard to the 1901 New Road Townhouses project in the City of Linwood   |
| <b>130-2025</b> | A Resolution awarding a Contract to Ascent Midatlantic LLC for the Linwood Library Elevator Replacement Project  |

**APPROVAL OF BILL LIST: \$267,177.80**

**MEETING OPEN TO THE PUBLIC**

**FINAL REMARKS BY MAYOR AND COUNCIL**

**ADJOURNMENT**

**City of Linwood**  
Resolution No. 123, 2025

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the **Resurfacing of Joseph Avenue, Kietro Drive, Forest Drive & Ross Lane** project.

NOW, THEREFORE, BE IT RESOLVED that Council of **the City of Linwood** formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the **Mayor** and Clerk are hereby authorized to submit an electronic grant application identified as **MA-2026-Resurfacing of Joseph Avenue, Kietro Drive, Forest Drive & Ross Lane-00423** to the New Jersey Department of Transportation on behalf of **the City of Linwood**.

BE IT FURTHER RESOLVED that **Mayor** and Clerk are hereby authorized to sign the grant agreement on behalf of **the City of Linwood** and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council  
On this 25th day of June, 2025.

\_\_\_\_\_  
Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

\_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Presiding Officer)

City of Linwood  
Resolution No. 124, 2025

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the Linwood Bike Path Expansion project.

NOW, THEREFORE, BE IT RESOLVED that Council of the City of Linwood formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2026-Linwood Bike Path Expansion-00424 to the New Jersey Department of Transportation on behalf of the City of Linwood.

BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Linwood and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council  
On this 25th day of June, 2025.

\_\_\_\_\_  
Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

\_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Presiding Officer)

**RESOLUTION No. 125, 2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINWOOD  
APPROVING A FOURTH ROUND AFFORDABLE HOUSING TRUST FUND  
SPENDING PLAN AND REQUESTING PROGRAM AND COURT APPROVAL OF  
THE SPENDING PLAN**

**WHEREAS**, the City of Linwood (hereinafter "City" or "Linwood") has an approved Development Fee Ordinance that was adopted on December 12, 2007 and last amended on February 22, 2023, which established standards for the collection, maintenance, and expenditure of development fees; and

**WHEREAS**, the City's previous Affordable Housing Trust Fund Spending Plan was approved by the Court in the Third Round; and

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA") which governs how municipalities will comply with their affordable housing obligations for the Fourth Round (2025-2035); and

**WHEREAS**, the Administrative Office of the Courts issued Directive #24-40 ("AOC Directive #14-24), governing how municipalities file their compliance documents with the Affordable Housing Dispute Resolution Program ("the Program"); and

**WHEREAS**, the City has prepared a Fourth Round Spending Plan consistent with the Amended FHA, AOC Directive #24-40, N.J.A.C. 5:93, and other applicable regulations, which projects anticipated revenues to the City's Affordable Housing Trust Fund and describes the anticipated expenditures of funds;

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

1. The City Council of the City of Linwood hereby approves the Fourth Round Spending Plan that is attached hereto as Exhibit A, and requests that the Program and the Court review and approve the City's Fourth Round Spending Plan.
2. This Resolution shall take effect immediately upon adoption, according to law.

**CERTIFICATION**

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 25th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 25th day of June, 2025.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

# **CITY OF LINWOOD**

## **AFFORDABLE HOUSING TRUST FUND SPENDING PLAN**

### **INTRODUCTION**

The City of Linwood (hereinafter the “City”), Atlantic County, has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Amended Fair Housing Act (FHA-2) (N.J.S.A. 52:27D-301) and the proposed new Fair Housing Act Rules promulgated by the New Jersey Department of Community Affairs (DCA) (N.J.A.C. 5:99). A Development Fee Ordinance creating a dedicated revenue source for affordable housing was approved by the Superior Court, and adopted by Linwood on December 12, 2007 and amended on August 8, 2018 and February 23, 2023. The ordinance established the City of Linwood Affordable Housing Trust Fund for which this Spending Plan has been prepared. This Spending Plan has been prepared in accordance with the amended Fair Housing Act.

As of December 31, 2024, the City of Linwood has a balance of \$35,987.47. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Ocean First Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16 as described in the sections that follow.

### **1. REVENUES FOR CERTIFICATION PERIOD**

To calculate a projection of revenue anticipated during the period of certification, the City of Linwood considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. Projects which have been approved by the Planning and Zoning Boards and have received all land use approvals and are currently under construction;
3. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
4. Future development that is likely to occur based on discussions with developers, historical rates of development and / or projected development in accordance with the Amended FHA projections.

(b) Payment in lieu (PIL):

No payment in lieu (PIL) funds have been collected. Currently, there are also no actual or committed payments in lieu (PIL) of construction from developers.

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, proceeds from the sale of affordable units. No other funds have been or are anticipated to be collected.

(d) Projected interest:

Interest on the projected revenue in the City's Affordable Housing Trust Fund based upon the average amount earned in prior years.

## 2. REVENUE PROJECTION

SOURCE OF FUNDS	Projected Revenues - Housing Trust Fund - 2025 Through 2035					
	2025	2026	2027	2028	2029	2030
(a) Development fees:						
1. Approved Development	\$100,000	\$50,000				
2. Development Pending Approval	\$10,000	\$10,000				
3. Projected Development	\$50,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
(b) Payments in Lieu of Construction						
(c) Other Funds (Specify source(s))						
(d) Interest	\$600	\$600	\$600	\$600	\$600	\$600
Total	\$160,600	\$70,600	\$10,600	\$10,600	\$10,600	\$10,600



SOURCE OF FUNDS	Projected Revenues – Affordable Housing Trust Fund 2025 Through 2035				
	2031	2032	2033	2034	2035
(a) Development fees:					
1. Approved Development					
2. Development Pending Approval					
3. Projected Development	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
(b) Payments in Lieu of Construction					
(c) Other Funds (Specify source(s))					
(d) Interest	\$600	\$600	\$600	\$600	\$600
Total	\$10,600	\$10,600	\$10,600	\$10,600	\$10,600

The City of Linwood projects a total of \$326,600.00 in revenue to be collected between January 1, 2025 and December 31, 2035. All interest earned on the account shall accrue to the account to be used for the purposes of affordable housing.

The City, as of December 31, 2024, had in the Affordable Housing Trust Fund an amount of \$35,987.47. When added to the potential development fee collection amount of \$326,600.00, (including interest), a potential total development fee and interest revenue of \$362,587.47 results.

### 3. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the City of Linwood:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with City of Linwood's Development Fee Ordinance for both residential and non-residential developments in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Amended Fair Housing Act (FHA-2) (N.J.S.A. 52:27D-301) and the proposed new Fair Housing Act Rules promulgated by the New Jersey Department of Community Affairs (DCA) (N.J.A.C. 5:99).

Pursuant to a development approval by the board having jurisdiction, the land use administrator will notify the construction official of the approval. At the time of construction permit application, the construction official will notify the tax assessor and request an initial calculation of the equalized assessed value (EAV) of the proposed development and the resulting fee to be posted. One-half of the fee will be due at the time of issuance of the first building permit. For non-residential development only, the developer will provide a copy of Form N - RDF "State of New Jersey Non-Residential

Development Certification/Exemption.” The tax assessor will use this form to verify exemptions and to prepare estimated and final assessments.

At the time of request for the final inspection, the construction official will notify the tax assessor and request confirmation of, or modification of, the initial (EAV) as the case may be. The final (EAV) will be provided to the developer of the request for final inspection. Payment of the fee will then become a condition of issuance of the certificate of occupancy.

**(b) Distribution of development fee revenues:**

Distribution of development fees revenues shall be determined by the City Administrator in accordance with the City’s 2025 Fourth Round Housing Element and Fair Share Plan.

**4. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS**

**(a) Rehabilitation programs and projects (N.J.A.C. 5:99-2.3(a)1)**

The City of Linwood will dedicate \$100,000.00 to supplement the Atlantic County Improvement Authority Rehabilitation Program and/or any City run rehabilitation programs. See detailed descriptions in the City’s 2025 Housing Element and Fair Share Plan.

**Rehabilitation Program:** \$100,000.00

**(b) Supportive and Special Needs Housing (N.J.A.C. 5:93-5.8)**

The City of Linwood will dedicate \$50,000.00 to assist with affordability for supportive and special needs housing.

**(c) Accessory Apartment Program (N.J.A.C. 5:99-2.3(a)7)**

The City of Linwood will dedicate \$80,000.00 to assist with affordability for the accessory apartment program.

**(d) Affordability Assistance (N.J.A.C. 5:99-2.5)**

Pursuant to N.J.A.C. 5:99-2.5, the City is required to set aside a portion of all development fees collected and interest earned for the purpose of providing affordability assistance to low- and moderate-income households in affordable units included in the City’s fair share plan. Affordability assistance means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner’s association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code, pursuant to N.J.A.C. 5:99-2.5. This may also include offering a subsidy to developers of inclusionary or 100% affordable housing developments or buying down the cost of low- or moderate-income units in the City’s fair

share plan to make them affordable to very low-income households, including special needs and supportive housing opportunities, and units in the mobile home parks.

Projected minimum affordability assistance requirement:

Actual development fees through 12/31/2024		\$197,422.08
Actual interest earned through 12/31/24	+	\$3,844.07
Development fees projected 2025-2035	+	\$320,000.00
Interest projected 2025-2035	+	\$6,600.00
Less housing activity expenditures through 6/2/2008	-	\$0.00
<b>Total</b>	=	<b>\$527,866.15</b>
Calculate 30 percent	x .30 =	\$158,359.85
Less Affordability assistance expenditures through 12/31/24	-	\$0.00
<b>PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2025 through 12/31/2035</b>	=	<b>\$158,359.85</b>
<b>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2025 through 12/31/2035</b>	÷ 3 =	<b>\$52,786.62</b>

The City of Linwood will dedicate \$158,359.85 from the affordable housing trust fund to render units more affordable, including \$52,786.62 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

Providing for the conversion of low- and moderate-income units to very-low-income units, down payment assistance, emergency repair assistance, emergency/hardship mortgage payment assistance and rental assistance.

As per N.J.A.C. 5:99-2.5, the City reserves the right to utilize a portion of its Affordability Assistance funding for other affordable housing purposes. Such expenditures will not include Administrative Expenses.

**(e) Administrative Expenses (N.J.A.C. 5:99-2.4(a))**

Per N.J.A.C. 5:99-2.4(a), no more than 20 percent of all affordable housing trust funds, exclusive of those collected prior to July 17, 2008, to fund an RCA, shall be expended on administration.

The City of Linwood projects that \$79,633.92 will be available from the affordable housing trust fund to be used for administrative purposes.

Actual dev fees and interest thru 12/31/24		\$201,266.15
Projected dev fees and interest 2025 thru 2035	+	\$326,600.00
<b>Total</b>	<b>=</b>	<b>\$527,866.15</b>
Calculate 20 percent	x .20 =	\$105,573.23
Less admin expenditures thru 12/31/24	-	\$25,939.31
<b>PROJECTED MAXIMUM available for administrative expenses 1/1/2025 thru 12/31/2035</b>	<b>=</b>	<b>\$79,633.92</b>

The City of Linwood projects that \$79,633.92 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- 1) Consulting and legal fees for the preparation of housing element/fair share plans and other supporting documents,
- 2) Fees for other consulting activities as may be found necessary as the City implements its Housing Element and Fair Share Plan, and
- 3) Fees for the administration of affordability assistance programs by qualified entities retained by the City of Linwood.

**Total Administrative Expenses Expenditure: \$79,633.92**

**(f) Emerging Compliance Mechanisms (N.J.A.C. 5:99-4.1)**

In the event that the City has additional funds remaining in the Trust Fund after expending the funds identified in the Expenditure Schedule set forth below, the City may dedicate remaining available funds towards emerging compliance mechanisms that have yet to be identified. This may include providing funding assistance to a new 100% affordable project, market to affordable programs, or any other use authorized in N.J.A.C. 5:99-2.3 for a project that will provide at least a 20% affordable housing set-aside.

The City will identify and prioritize these projects/programs in the future and as funding becomes available through collection of development fees, and such projects will be proactively pursued as funding becomes available. Court approval of this Spending Plan shall constitute the required approval for such expenditure.

Regarding the City's dedication of trust fund monies to future emerging affordable housing opportunities, to ensure that these funds are committed in a timely manner, the City will provide an annual update on the allocation of these funds and commit to expending these funds pursuant to N.J.S.A. 52:27D-329.2 and -329.3. The four-year deadline to commit and expend collected fees for emerging compliance mechanisms shall commence upon the entry of a Final Round 4 Judgment of Compliance and Repose from a Court or a Compliance Certification from the Program and the Court.

## 5. EXPENDITURE SCHEDULE

City of Linwood intends to use Affordable Housing Trust Fund revenues for the creation and / or rehabilitation of housing units. Where applicable, the creation / rehabilitation funding schedule below parallels the implementation schedule set forth in the City's Housing 2025 Element and Fair Share Plan and is summarized as follows.

PROJECTS/PROGRAMS	Number of Units Projected	PROJECTED EXPENDITURE SCHEDULE 2025-2035
		<b>TOTAL</b>
Rehabilitation	49	\$100,000.00
Affordability Assistance		\$52,953.55
Supportive and Special Needs Housing		\$50,000.00
Accessory Apartments Program	3	\$80,000.00
<b>Total</b>		<b>\$282,953.55</b>

## 6. EXCESS OR SHORTFALL OF FUNDS

In the event that a shortfall of anticipated revenues occurs, the City of Linwood will address the shortfall through bonding, which is highly unlikely to occur given the amount of money already in the Affordable Housing Trust Fund.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to fund additional affordable housing programs in the City.

## 7. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with City of Linwood's Affordable Housing Ordinance in accordance with applicable regulations.

## Summary

City of Linwood intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:99 and consistent with the housing programs outlined in the City's 2025 Fourth Round Housing Element and Fair Share Plan.

City of Linwood has a balance of \$35,987.47 as of December 31, 2024, and anticipates an additional \$326,600.00 in revenues before the expiration of substantive certification for a total of \$362,587.47. The municipality will dedicate \$100,000.00 towards rehabilitations, \$80,000 towards the accessory apartment program, \$50,000.00 to render group homes affordable, \$52,953.55 for affordability assistance, and \$79,633.92 to cover administrative costs. Any shortfall of funds will be offset by bonding. The municipality will dedicate any excess funds toward additional affordable housing programs in the City.

<b>SPENDING PLAN SUMMARY</b>	
Balance as of December 31, 2024	+ \$ 35,987.47
<b>PROJECTED REVENUE by 12/31/2035</b>	
Development fees	+ \$ 320,000.00
Payments in lieu of construction	+ \$ 0.00
Other funds	+ \$ 0.00
Interest	+ \$ 6,600.00
<b>TOTAL REVENUE</b>	<b>= \$ 362,587.47</b>
<b>EXPENDITURES</b>	
Rehabilitation Program	- \$ 100,000.00
Supportive and Special Needs Housing	- \$ 50,000.00
Affordability Assistance	- \$ 52,953.55
Accessory Apartment Program	- \$ 80,000.00
Administrative	- \$ 79,633.92
<b>TOTAL PROJECTED EXPENDITURES</b>	<b>= \$ 362,587.47</b>
<b>REMAINING BALANCE</b>	<b>= \$ 0.00</b>

**RESOLUTION No. 126, 2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINWOOD  
ENDORING A FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, the City of Linwood (hereinafter the "City" or "Linwood") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

**WHEREAS**, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the City of Linwood filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

**WHEREAS**, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

**WHEREAS**, the City continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; and

**WHEREAS**, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

**WHEREAS**, the City adopted a "binding resolution" accepting the DCA-calculated Present Need and Prospective Need, as required by the Amended FHA, on January 21, 2025, establishing its Fourth Round Present Need of 49 and Prospective Need of 25; and

**WHEREAS**, in accordance with the Amended FHA and the Administrative Office of the Court's Directive No. 14-24, the City filed a timely Fourth Round Declaratory Judgment complaint ("DJ Complaint") with the Affordable Housing Dispute Resolution Program ("the Program"), along with its binding resolution, on January 30, 2025; and

**WHEREAS**, the filing of the DJ Complaint gave the City automatic, continued immunity from all exclusionary zoning lawsuits, including builder's remedy lawsuits, which is still in full force and effect; and

**WHEREAS**, the City did not receive any objections to its Present and Prospective Need numbers by February 28, 2025, resulting in the statutory automatic acceptance of the City's Fourth Round obligations on March 1, 2025; and

**WHEREAS**, on June 5, 2025, the Court entered an order establishing the City's Fourth Round Present Need of 49 and Prospective Need of 25; and

**WHEREAS**, now that the City has its Fourth Round Obligations, the Amended FHA requires the municipality to adopt a Fourth Round Housing Element and Fair Share Plan by June 30, 2025; and

**WHEREAS**, in accordance with the Amended FHA, the City's affordable housing planner drafted a Fourth Round Housing Element and Fair Share Plan; and

**WHEREAS**, the Planning Board held a public hearing on the Fourth Round Housing Element and Fair Share Plan on June 16, 2025, and adopted the Fourth Round Housing Element and Fair Share Plan via a resolution on that same night; and

**WHEREAS**, the City Council wishes to endorse the Fourth Round Housing Element and Fair Share Plan that was adopted by the Planning Board.

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

1. The City Council hereby endorses the Fourth Round Housing Element and Fair Share Plan, which is attached hereto as Exhibit A, which was adopted by the City's Planning Board on June 16, 2025.
2. The City Council hereby directs the City's Affordable Housing Counsel to seek Program and Court approval of the Fourth Round Housing Element and Fair Share Plan via a Compliance Certification, and to take whatever actions are necessary to maintain the City's immunity from all Mount Laurel exclusionary zoning lawsuits.
3. The City reserves the right to further amend the Fourth Round Housing Element and Fair Share Plan, should that be necessary.

#### **CERTIFICATION**

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 25th day of June, 2025.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
this 25th day of June, 2025.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

**RESOLUTION No. 127, 2025**

**A RESOLUTION AWARDING THE CONTRACT TO SHORE TOP  
CONSTRUCTION CORP. FOR THE MEMORIAL PARK IMPROVEMENTS  
PHASE 1B CONTRACT NO. 60**

**WHEREAS**, the City of Linwood received informal bids for the Memorial Park Improvements Phase 1B Contract No. 60 in the City of Linwood on Wednesday, June 18, 2025 at 10:00 a.m. prevailing time; and

**WHEREAS**, the bids submitted have been received, reviewed and a recommendation has been made with regard to same;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Contract for the Memorial Park Improvements Phase 1B Contract No. 60 be and is hereby awarded to Shore Top Construction Corp., 23 Yellowbrook Road, Freehold, NJ 07728 for the Total Bid amount of \$216,528.00 as set forth in the bid submitted, which is attached hereto and incorporated herein;

**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 Shore Top Construction Corp. in accordance with the terms and conditions set forth in the bid/proposal submitted;

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a Certification of Availability of Funds by the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of June, 2025.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, QPA, City Clerk  
**Date:** 6-19-2025  
**Re:** Availability of Funds-Memorial Park Improvements Phase 1B

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$216,528.00 are available under the Capital Ordinance 12-24 Install Turf Field. Funds will be encumbered to Shore Top Construction Corp. 23 Yellowbrook Road Freehold, NJ 07728.

Vincent J. Polistina, PE, PP, CME  
Ronald N. Curcio, PE, PP  
Jennifer L. Heller, PP, AICP  
Charles J. Kaenzig, PE  
Matthew F. Doran, PE, PP, PLS, CME  
Deborah L. Wahl, PE, PP, CME



Civil / Municipal Engineering  
Site Plan and Subdivision Design  
Surveying  
Land Use Planning  
Water and Wastewater Design  
Environmental Consulting  
Inspection / Construction Management

June 18, 2025

Council President Eric Ford & Council Members  
The City of Linwood  
400 Poplar Avenue  
Linwood, NJ 08221  
**Sent via E-mail**

**Re: Report of Bids  
Memorial Park Improvements Phase 1B  
Contract No. 60  
City of Linwood, Atlantic County  
PA No. 7501.99**

Dear Council President Ford & Council Members:

On Wednesday, June 18, 2025 at 10:00 a.m., sealed bids were received by the City of Linwood for Contract No. 60: "Memorial Park Improvements Phase 1B". A total of six (6) contractors picked up bid documents during the bidding period, and five (5) contractors submitted bids for the project. The bids are tabulated below in order from the lowest to the highest for the total bid:

Bidder Name	Total Bid Amount
Shore Top Construction Corp.	\$ 216,528.00
Think Pavers	\$ 220,535.00
Landberg Construction	\$ 231,905.62
West Bay Construction	\$ 268,248.00
Monmouth Dock Works LLC	\$ 320,574.00
Command Co., Inc.	N.B.

All of the bids have been checked for administrative completeness and mathematical accuracy. The Engineer's Estimate for the bid was \$238,770.00. The lowest bid for the project submitted by Shore Top Construction Corp. is approximately 9% less than the Engineer's Estimate for the bid.

Based on an analysis of the bids received, the Engineer's Estimate, and total project costs; the bid submitted by Shore Top Construction Corp. is the lowest responsive bid and appears favorable to the City.

Subject to the appropriation of City funds, we recommend awarding the Contract in the amount of \$216,528.00 to Shore Top Construction Corp. of Freehold, NJ.

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

Very truly yours,

POLISTINA & ASSOCIATES

A handwritten signature in blue ink, appearing to read 'CJK'.

Charles J. Kaenzig, PE

cc: Leigh Ann Napoli, City Administrator & Municipal Clerk

6684 Washington Avenue, Egg Harbor Township, NJ 08234  
Phone: 609.646.2950 Fax: 609.646.2949

POLISTINA & ASSOCIATES	PAGE NO.	I OF 1
CONSULTING ENGINEERS & PLANNERS	JOB NO.	7501.99
EGG HARBOR TOWNSHIP, NEW JERSEY	DATE:	06/18/25

**THE CITY OF LINWOOD**

**CONTRACT NO. 60 - MEMORIAL PARK IMPROVEMENTS PHASE 1B**

ITEM NO.	ITEM DESCRIPTION	CONTRACT QUANTITY	SHORE TOP CONSTRUCTION CORP.		THINK PAVERS		LANDBERG CONSTRUCTION		WEST BAY CONSTRUCTION		MONMOUTH DOCK WORKS LLC	
			BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL	BID PRICE	TOTAL
1	MOBILIZATION & PERMITS	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 24,000.00	\$ 24,000.00	\$ 21,000.00	\$ 21,000.00
2	CONSTRUCTION LAYOUT	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 4,500.00	\$ 4,500.00
3	CLEARING SITE	1 LS	\$ 95,000.00	\$ 95,000.00	\$ 36,999.90	\$ 36,999.90	\$ 13,000.00	\$ 13,000.00	\$ 25,000.00	\$ 25,000.00	\$ 9,000.00	\$ 9,000.00
4	TREE REMOVAL, OVER 12" TO 24" DIAMETER	5 UNIT	\$ 800.00	\$ 4,000.00	\$ 500.00	\$ 2,500.00	\$ 2,200.00	\$ 11,000.00	\$ 1,800.00	\$ 9,000.00	\$ 1,200.00	\$ 6,000.00
5	EXCAVATION, TEST PITS	10 CY	\$ 2.00	\$ 20.00	\$ 0.01	\$ 0.10	\$ 0.01	\$ 0.10	\$ 75.00	\$ 750.00	\$ 12.00	\$ 120.00
6	EXCAVATION, UNCLASSIFIED	190 CY	\$ 30.00	\$ 5,700.00	\$ 20.00	\$ 3,800.00	\$ 40.00	\$ 7,600.00	\$ 50.00	\$ 9,500.00	\$ 55.00	\$ 10,450.00
7	REMOVAL OF PAVEMENT	616 SY	\$ 5.00	\$ 3,080.00	\$ 2.00	\$ 1,232.00	\$ 6.00	\$ 3,696.00	\$ 15.00	\$ 9,240.00	\$ 12.00	\$ 7,392.00
8	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	682 SY	\$ 6.00	\$ 4,092.00	\$ 15.00	\$ 10,230.00	\$ 20.00	\$ 13,640.00	\$ 15.00	\$ 10,230.00	\$ 42.00	\$ 28,644.00
9	HOT MIX ASPHALT, 12.5M64 SURFACE COURSE, 2" THICK	160 TON	\$ 110.00	\$ 17,600.00	\$ 80.00	\$ 12,800.00	\$ 145.00	\$ 23,200.00	\$ 150.00	\$ 24,000.00	\$ 180.00	\$ 28,800.00
10	HOT MIX ASPHALT, 19M64 BASE COURSE, 2" THICK	90 TON	\$ 110.00	\$ 9,900.00	\$ 90.00	\$ 8,100.00	\$ 160.00	\$ 14,400.00	\$ 160.00	\$ 14,400.00	\$ 175.00	\$ 15,750.00
11	STORMWATER INLET, TYPE 'A'	1 UNIT	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,000.00	\$ 8,000.00	\$ 4,400.00	\$ 4,400.00
12	RESET TYPE 'A' INLET, USING EXISTING CASTING	1 UNIT	\$ 700.00	\$ 700.00	\$ 2,000.00	\$ 2,000.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00	\$ 1,900.00	\$ 1,900.00
13	CONVERT EXISTING INLET, TYPE 'B' TO TYPE 'E'	1 UNIT	\$ 3,800.00	\$ 3,800.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00
14	DOGHOUSE STORMWATER MANHOLE, 5' DIAMETER	1 UNIT	\$ 4,000.00	\$ 4,000.00	\$ 25,000.00	\$ 25,000.00	\$ 14,000.00	\$ 14,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,700.00	\$ 6,700.00
15	15" REINFORCED CONCRETE PIPE, CLASS IV	44 LF	\$ 35.00	\$ 1,540.00	\$ 80.00	\$ 3,520.00	\$ 375.00	\$ 16,500.00	\$ 200.00	\$ 8,800.00	\$ 225.00	\$ 9,900.00
16	CONTROLLED LOW STRENGTH MATERIAL	100 CY	\$ 50.00	\$ 5,000.00	\$ 75.00	\$ 7,500.00	\$ 200.00	\$ 20,000.00	\$ 150.00	\$ 15,000.00	\$ 510.00	\$ 51,000.00
17	RESET UTILITY VALVE CASTING	2 UNIT	\$ 300.00	\$ 600.00	\$ 100.00	\$ 200.00	\$ 0.01	\$ 0.02	\$ 250.00	\$ 500.00	\$ 1,500.00	\$ 3,000.00
18	CONCRETE GUTTER, 8" THICK	550 SF	\$ 10.00	\$ 5,500.00	\$ 10.00	\$ 5,500.00	\$ 28.00	\$ 15,400.00	\$ 35.00	\$ 19,250.00	\$ 35.00	\$ 19,250.00
19	AUXILIARY CONCRETE FLATWORK, 4" THICK	550 SF	\$ 10.00	\$ 5,500.00	\$ 12.00	\$ 6,600.00	\$ 19.00	\$ 10,450.00	\$ 20.00	\$ 11,000.00	\$ 22.00	\$ 12,100.00
20	4' WHITE VINYL SPLIT-RAIL FENCE	800 LF	\$ 35.00	\$ 28,000.00	\$ 24.00	\$ 19,200.00	\$ 27.00	\$ 21,600.00	\$ 35.00	\$ 28,000.00	\$ 65.00	\$ 52,000.00
21	TRAFFIC MARKINGS, 4" LINES	506 LF	\$ 1.00	\$ 506.00	\$ 2.50	\$ 1,265.00	\$ 2.75	\$ 1,391.50	\$ 3.00	\$ 1,518.00	\$ 8.00	\$ 4,048.00
22	TRAFFIC MARKINGS, SYMBOLS	54 SF	\$ 10.00	\$ 540.00	\$ 26.00	\$ 1,404.00	\$ 11.00	\$ 594.00	\$ 15.00	\$ 810.00	\$ 30.00	\$ 1,620.00
23	RESERVED SEATING PLACARD SIGN	2 UNIT	\$ 225.00	\$ 450.00	\$ 88.00	\$ 176.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 120.00	\$ 240.00
24	6' ALUMINUM BENCH WITH BACKREST	4 UNIT	\$ 900.00	\$ 3,600.00	\$ 1,000.00	\$ 4,000.00	\$ 1,700.00	\$ 6,800.00	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00
25	CONCRETE WHEELSTOP	18 UNIT	\$ 100.00	\$ 1,800.00	\$ 128.00	\$ 2,304.00	\$ 110.00	\$ 1,980.00	\$ 125.00	\$ 2,250.00	\$ 120.00	\$ 2,160.00
26	TOPSOIL SPREADING, 4" THICK	400 SY	\$ 3.00	\$ 1,200.00	\$ 8.00	\$ 3,200.00	\$ 20.00	\$ 8,000.00	\$ 10.00	\$ 4,000.00	\$ 8.00	\$ 3,200.00
27	HYDROSEEDING	400 SY	\$ 1.00	\$ 400.00	\$ 0.01	\$ 4.00	\$ 0.01	\$ 4.00	\$ 5.00	\$ 2,000.00	\$ 20.00	\$ 8,000.00
28	MAINTENANCE & PROTECTION OF TRAFFIC	1 LS	\$ 500.00	\$ 500.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00
<b>TOTAL AMOUNT OF BASE BID</b>				<b>\$ 216,528.00</b>		<b>\$ 220,555.00</b>		<b>\$ 231,905.62</b>		<b>\$ 268,248.00</b>		<b>\$ 320,574.00</b>

**RESOLUTION No. 128, 2025**

**A RESOLUTION AUTHORIZING THE PLACEMENT OF A LIEN ON BLOCK 163,  
Lot 7 (200 HAINES AVENUE) IN ACCORDANCE WITH CHAPTER 99,  
SECTION 3 OF THE CODE OF THE CITY OF LINWOOD**

**WHEREAS**, Consistent with N.J.S.A. 40:48-2.14, Linwood City Code Chapter 99, Brush, Grass and Weeds, Section 3, Failure to comply; costs to become lien on property, provides that charges incurred by the City of Linwood in the removal and abatement of brush, grass and weeds on private property shall become a lien on the subject property; and

**WHEREAS**, the Linwood Code Enforcement Officer has placed the owner of Block 163, Lot 7 on notice with regard to certain conditions on the aforesaid property that constitute a nuisance in accordance with Chapter 99, Section 2 of the Linwood City Code and has formally required abatement of the nuisance; and

**WHEREAS**, the property owner failed to abate the condition within twenty days of the date of the notice; and

**WHEREAS**, the Linwood Lawn Maintenance Contractor has cleaned the property and abated the nuisance at the cost of \$175.00; and

**WHEREAS**, the Common Council of the City of Linwood wishes to place a lien on Block 163, Lot 7 located at 200 Haines Avenue in the amount of \$175.00 in accordance with the terms and conditions of Chapter 99, Section 3 of the Linwood City Code;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Linwood that the costs expended in the amount of \$175.00 shall be charged against the subject property and shall constitute a lien on Block 163, Lot 7, 200 Haines Avenue in the City of Linwood.

**BE IT FURTHER RESOLVED**, that this lien shall bear interest and shall be enforced and collected as provided for in the Linwood City Code.

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 25th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of June, 2025.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

**RESOLUTION No. 129, 2025**

A RESOLUTION AUTHORIZING THE RELEASE OF THE PERFORMANCE GUARANTEE FOR  
CHARTER TECH ANNEX, LLC WITH REGARD TO THE 1901 NEW ROAD TOWNHOUSES  
PROJECT IN THE CITY OF LINWOOD

**WHEREAS**, the City of Linwood has received a recommendation from the Linwood Planning Board to grant the release of the Performance Guarantee posted by Charter Tec Annex, LLC for the 1901 New Road Townhouses project, Block 1, Lots 26.01 & 26.02, in the City of Linwood; and

**WHEREAS**, the request is based upon an inspection and recommendation of the Planning Board Engineer in accordance with correspondence of June 11, 2025; and

**WHEREAS**, the Planning Board has approved the recommendation for release at its regular meeting on June 16, 2025;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood, that the Performance Guarantee in the amount of \$161,469.60 with regard to 1901 New Road, Block 1, Lots 26.01 & 26.02 be and is hereby released in full.

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 25th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of June, 2025.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

Vincent J. Polistina, PE, PP, CME  
Ronald N. Curcio, PE, PP  
Jennifer L. Heller, PP, AICP  
Charles J. Kaenzig, PE  
Matthew F. Doran, PE, PP, PLS, CME  
Deborah Wahl, PE, PP, CME



Civil / Municipal Engineering  
Site Plan and Subdivision Design  
Surveying  
Land Use Planning  
Water and Wastewater Design  
Environmental Consulting  
Inspection / Construction Management

June 11, 2025

Chairman Mitchell Gurwicz & Members  
Linwood Planning Board  
City of Linwood  
400 Poplar Avenue  
Linwood, NJ 08221

**RE: Performance Bond Release  
Charter Tech Annex, LLC  
1901 New Road Townhouses  
Block 1, Lots 26.01 & 26.02  
PA No. 7700.64**

Dear Chairman Gurwicz & Members:

As per the developer's request, Polistina & Associates has completed an inspection of the above referenced site for the purpose of a bond release. We found that the work has been completed and is in satisfactory condition.

Based on the inspection and work completed by the developer, it is recommended that the City of Linwood authorize a release of the Charter Tech Annex, LLC's performance guarantee in the amount of \$161,469.60.

It should be noted that the City does hold a performance guarantee in the amount of \$89,390.40 which was posted by the current owners / developers of the property. The Board previously approved a reduction of the performance guarantee on October 21, 2024.

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

Very truly yours,

POLISTINA & ASSOCIATES

  
Vincent J. Polistina PE, PP, CME

cc: Mary Cole, Land Use Board Administrator  
Leigh Ann Napoli, RMC, CMR, MPA, City Administrator





# City of Linwood

Darren Matik  
*Mayor*

CITY COUNCIL  
Eric Ford, President  
Blair Albright  
Stacy DeDomenicis  
Kenneth Kelly  
Matthew Levinson  
Todd Michael  
Adam Walcoff

Leigh Ann Napoli  
*City Administrator/Municipal Clerk*  
609/926-7970 / FAX: 653-2730

Anthony Strazzeri  
*Chief Financial Officer*  
609/926-7974 / FAX: 653-2730

Silvia Washington  
*Tax Collector*  
609/927-4109 / FAX: 653-2730

Diane Hesley  
*Tax Assessor*  
609/926-7973 / FAX: 653-2730

June 23, 2025

Mrs. Napoli;

During the June 16, 2025 planning board meeting, based on the engineer's review, the board authorized a release of the performance guarantee for the property located at 1901 New Road to the amount of \$161,469.60. This property has been sold and will be developed by another party. Please release the funds to Charter Tech Annex, LLC and mail to the following address 6 W. Roosevelt Blvd. Marmora, NJ 08223.

Thank you. Should you have any questions, please feel free to contact me.

Sincerely,

Mary F. Cole  
Planning Board Secretary

# **RIDGWAY**

---

## **LEGAL**

May 29, 2025

Via Email

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

RE: Charter Tech Annex, LLC  
Project: 1901 New Road Townhomes  
Property: Formerly identified as Block 1, Lots 26.01 and 26.02, and currently identified  
as Block 1, Lots 26.011-26.019, 20.021-26.029 and 26.031-26.036  
City of Linwood

Ms. Napoli:

Our office represents Charter Tech Annex, LLC ("CTA") in connection with the 1901 New Road Townhomes project referenced above. On October 16, 2024, CTA transferred title of the property to Linwood Acquisition, LLC

We are seeking confirmation that upon payment of outstanding escrow fees in the amount of \$2,550.00 (the "Escrow"), CTA's Performance Surety in the amount of \$161,469.60 will be released and returned in accordance with applicable provisions of the Municipal Land Use Law Sections 40:55D-53 and 53(c).

It is our understanding the only outstanding condition for release of CTA's Performance Surety is payment of the Escrow. We are in possession of our client's check for payment of the Escrow and are authorized to deliver it upon confirmation that the City will proceed with the release of CTA's Performance Surety.



15 SHORE ROAD ■ PO BOX 277 ■ LINWOOD, NEW JERSEY 08221  
PHONE: (609) 927-0126 ■ FAX: (609) 927-1867  
RIDGWAYLEGAL.COM

**RESOLUTION No. 130, 2025**

**A RESOLUTION AWARDING A CONTRACT TO ASCENT MIDATLANTIC LLC FOR THE  
LINWOOD LIBRARY ELEVATOR REPLACEMENT PROJECT**

**WHEREAS**, the City of Linwood advertised for informal bids for the Linwood Library Elevator Replacement Project in the City of Linwood on two occasions and no bids were received on both occasions in response to the advertisement; and

**WHEREAS**, N.J.S.A. 40A:11-5(3) permits a contract to be negotiated under said circumstances; and

**WHEREAS**, three proposals have been received, reviewed and a recommendation has been made with regard to same;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Linwood that the Contract for the Linwood Library Elevator Replacement Project be and is hereby awarded to Ascent Midatlantic LLC, 222 Carter Drive, Middletown, DE 19709 for the Total Bid amount of \$159,917.68 as set forth in the bid submitted, which is attached hereto and incorporated herein;

**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 Ascent Midatlantic LLC in accordance with the terms and conditions set forth in the bid/proposal submitted;

**BE IT FURTHER RESOLVED**, that this Resolution is contingent upon a Certification of Availability of Funds by the Chief Financial Officer of the City of Linwood.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 25th day of June, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of June, 2025.

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

\_\_\_\_\_  
DARREN MATIK, MAYOR

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

# Memo

**To:** Mayor and Members of Council  
**From:** Anthony Strazzeri, CFO  
**CC:** Leigh Ann Napoli, RMC, CMR, MPA, QPA, City Clerk  
**Date:** 6-23-2025  
**Re:** Availability of Funds-Linwood Library Elevator

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$100,000.00 are available under the 2024 Community Development Block Grant and \$59,917.68 are available under Capital Ordinance #03-2025D Improvements to Buildings and Grounds. Funds will be encumbered to Ascent Midatlantic LLC 222 Carter Drive Middletown, DE 19709.

Vincent J. Polistina, PE, PP, CME  
Ronald N. Curcio, PE, PP  
Jennifer L. Heller, PP, AICP  
Charles J. Kaenzig, PE  
Matthew F. Doran, PE, PP, PLS, CME  
Deborah L. Wahl, PE, PP, CME



Civil / Municipal Engineering  
Site Plan and Subdivision Design  
Surveying  
Land Use Planning  
Water and Wastewater Design  
Environmental Consulting  
Inspection / Construction Management

June 23, 2025

Mr. Eric Ford, Council President & Council Members  
The City of Linwood  
400 Poplar Avenue  
Linwood, NJ 08221  
Sent via E-mail

Re: Report of Quotes  
Linwood Library Elevator Replacement  
Contract No. 57 – Re-Bid  
City of Linwood, Atlantic County  
PA No. 7501.93

Dear Mr. Ford & Council Members:

Over the past few weeks, we have met with the contractors who submitted bids for the replacement of the Linwood Library Elevator to walk through the building and to determine the scope of work included in their prices. In the meantime, we received one additional quote from one of the original plan holders, Ascent Elevators, which is enclosed for review.

To summarize and compare, please see below:

Quote #1 – ACE Elevator, LLC **\$213,150.00**

- Does not include any work needed around doorway to widen it before installation, or finishing of walls and painting after installation.
- The existing elevator would be dismantled inside the hoist way and the new elevator would be assembled inside the hoist way.
- Cost of permits is not included.
- Work would be done Monday through Friday (5 days).

Quote #2 – Levy Construction **\$238,600.00**

- Garaventa will be the elevator company working with Levy.
- Does include removal and disposal of old lift.

Quote #3 – Ascent Elevators **\$159,917.68**

- Price does include removal and disposal of old lift.
- The existing elevator would be dismantled inside the hoist way and the new elevator would be assembled inside the hoist way.
- Work would be done Monday through Thursday (4 ten-hour days).

None of the proposals submitted included the work necessary for the fire alarm, and this work would need to be scheduled with Atlantic Coast Alarm Company in coordination with the installation of the elevator. There is also additional electrical work that will be required to meet the code standards, and this work is not included in the prices from the bidders.

After meeting with each of the contractors who submitted quotes, it is our recommendation that the contract be awarded to the low bidder, Ascent Elevators, in the amount of \$159,917.68.

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

Very truly yours,

POLISTINA & ASSOCIATES



Jennifer L. Heller, PP, AICP

cc: Leigh Ann Napoli, City Administrator & Municipal Clerk

Ascent Elevators  
222 Carter Drive  
Suite 201  
Middletown, DE 19709



Linwood Library  
301 Davis Avenue  
Linwood, NJ 08221

June 13, 2025

**RE:** Contract #57 – Linwood Library Elevator Replacement

To Whom it May Concern,

Thank you for inviting Ascent Elevators to bid on your elevator replacement. Please find enclosed all required bid submission documents. We look forward to working with you on this project.

We would like to point out a couple of clarifications:

1. We will be installing Custom Elevator ([www.customelevatorinc.com](http://www.customelevatorinc.com)) equipment, not Savaria.
2. The 30 day completion from acceptance requirement is not possible. Manufacture time is 10-12 weeks after drawing approval (which takes 1-2 weeks after signature and downpayment). We will not accept \$500/day liquidated damages due to this timeframe.
3. Contract Articles XLI and XLII:

Please feel free to reach out if any additional information is required.

Sincerely,

*Mark Martin*

Mark Martin  
Director of Sales  
302-545-9396  
mmartin@myelevator.us



222 Carter Dr. Middletown, DE 19709 · 19709 · 833-546-5438

## **New Installation Proposal**

**Date:** 5/12/2025

**Project:** Linwood Library

**Scope:** New Installation of One (1) LULA

### **Elevator Specs**

#### **Standard Features**

- 1,400 lbs. Capacity
- 30 f.p.m. Car Speed (nominal)
- Up to 4-stops w/ 25'-0" of travel
- Minimum pit depth of 3'-6" (14" with alternate means)
- Minimum Overhead Clearance of 11'-5" (9'-6" w/ alternate means for existing buildings and no car top railing requirement)
- 42"w x 60"d x 81"h (nominal) inside car size
- 36"w x 80"h fully automatic 2-speed horizontal sliding doors

#### **Equipment**

- 1:2 Roped Hydraulic Drive
- (3) 3/8" Diameter Hoist Cables
- Single-Stage Hydraulic Piston and Cylinder w/ Pressure Balanced, Self-Adjusting Seal
- Heavy-Duty Cantilevered Design Car Sling w/ Roller Guide Shoes
- 8 lbs./ft. Steel Tee Guide Rail System
- 220 Volt Single-Phase Power Supply
- Submersible Pump/Motor Assembly w/ 5 Horsepower Motor Option



- 2-Speed Control Valve w/ (4) Solenoids, Soft Start and Stop with Constant Down Speed Regulation
- Heavy Duty DC master door operator with field adjustable torque, fast speed and slow speed control

#### **Cab Finishes and Accessories**

- Wood Core wall panels faced with plastic laminate and black-filled reveals
- Car entrance including strike column, return panel and transom in #4 brushed stainless steel finish
- Two speed reinforced hollow metal sliding car doors in #4 brushed stainless steel finish
- Steel canopy with fire-rated thermoclear panel suspended ceiling and fluorescent lighting above
- 3/8" x 2" #4 brushed stainless steel handrail on (1) side wall
- Extruded aluminum car sill
- #4 brushed stainless steel certificate frame
- Unfinished plywood sub-floor in cab

#### **Safety Devices**

- Type "A" Instantaneous Car Safety
- Pipe Rupture Valve
- Upper and Lower Terminal Limit Switches
- Top Final Limit Switch
- Slack Cable Switch
- Emergency Car Lighting in Cab
- Emergency Keyed Stop Switch in Cab
- Emergency Push Button Alarm in Cab
- Automatic Car Re-leveling device
- Emergency Manual Lowering Valve
- Floor Selectable Battery Lowering Device
- Solid Panel Car Door(s) w/Approved Safety Switch(es)
- Infrared door edge protection with automatic door re-open system
- Approved Electro-Mechanical Hoistway Door Interlocks

- Impact Bumpers Below Elevator Car
- UL and/or CSA Certified Electric and Hydraulic Devices
- Manufactured in Accordance with the ASME A17.1 2010 Safety Code
- Pit Stop Switch

### **Hoistway Doors**

- Two Speed horizontal sliding fire rated door and frame assemblies with prime (paintable) finish, extruded aluminum sills and groutless sill support angle
- Full height fascia included

### **Controls I Push Button Features**

- Automatic Push Button Control
- Microprocessor Based Control System w/ Safety Redundancy, Real Time Clock, LCD user interface, LED I/O indicators and Uninterrupted Battery Back-Up
- Light-Up Push Button Control
- Braille Tags
- Digital Floor Position Indicator w/ Direction Arrows in Car
- Automatic In-Car Lighting w/ Override Switch in Cab
- Automatic Indicator Light Time-Out Feature
- Automatic "Home Park" Feature to Designated Floor
- Low Oil Protection Timer Circuit
- Brushed Stainless Steel Hall Station Faceplates
- Top of car inspection station
- Hands-Free Emergency Telephone w/ Monitoring and Alarm
- Floor "Stop/Pass" audible signal in car
- Car Travel Lantern(s)
- Top Landing hoistway access operation
- Fire Service Phase I

**Alternate:** Utilize powder coated hallway doors and frames, rather than stainless steel.  
Deduct \$700 / landing. Initial here: \_\_\_\_\_

## **General Agreement**

### **Part 1: General Terms**

1. This proposal covers the installation of One (1) LULA All work will be completed in a professional manner, during the regular working hours and the regular working days of the trade.
2. All work will be completed by trained and certified elevator technicians.
3. All work will be in accordance with ANSI A17.1 2002 Elevator Code, as well as with the American with Disabilities Act.
4. Ascent Elevators will submit shop drawings to the owner/GC. It is the sole responsibility of the owner/GC to verify all measurements and elevator orientations.
5. Ascent Elevators will leave one (1) set of wiring diagrams and operations manual on site. Additional diagrams can be purchased from Ascent Elevators at a later date.
6. Permits and fees pertaining to the elevator are included in the contract price.
7. Two (2) sets of elevator keys will be furnished at the end of the project. Additional keys may be purchased at any time.
8. Ascent Elevators will provide a twelve (12) month warranty after turnover date. This will include maintenance, AHJ required testing, repairs/replacements due to defects, and service calls during regular hours of the elevator trade.

### **Part 2: Elevator Components to be used**

1. Any work which falls outside of the specifications will be quoted separately and addressed as a change order to scope.

### **Part 3: Schedule**

1. No other trades shall be permitted to work within the elevator shaft or machine room while Ascent Elevators is onsite, unless approved by Ascent Elevators.
2. Allow 4 weeks for drawings from date of signed contract.
3. Material will enter into fabrication upon receipt of "approved drawings" unless indicated. Current fabrication time is 16 weeks.
4. All delays caused outside of Ascent Elevators control will cause an extension in proportion to the schedule.

#### **Part 4: Inspection and Certification**

1. Ascent Elevators will perform testing, while witnessed by the local Authority having Jurisdiction.
2. The fire alarm contractor, someone to operate the generator, someone to demonstrate the sump pump and a representative of the owner/ GC must be on site during the acceptance test.
3. If the elevator fails inspection due to reasons beyond Ascent Elevators' control, a reinspection fee of \$4,000 will apply. This fee must be paid in full before a reinspection can be scheduled.

#### **Part 5: Debris**

1. Owner/GC shall remove all excess debris from site.
2. Any asbestos or lead abatement is by others.

#### **Part 6: Work by Others/Exclusions**

1. Three Phase power fed by fused disconnects or breaker to power elevator and freight doors (if provided) and associated conduit is by others.
2. 120 Volt Cab Light power with fused disconnect to our controls is by others.
3. Wiring and associated equipment from fire alarm to recall or shunt trip elevator is by others.
4. Wiring and associated equipment for card reader security is by others.
5. Telephone lines and conduit to our controller is by others
6. Wiring and conduit from generator ATS to our controller to signal elevator when it is on emergency power is by others
7. Lighting in any area Machine Room, Pit and Lobbies is by others.
8. HVAC equipment for machine room or hoistway is by others.
9. Pit electrical/lighting/sump pump is by others
10. Pit ladders and sump grating are not included in this proposal.
11. Hoisting Beam is by others.
12. Divider Beams or any Support Steel for guide rails is by others.
13. It is not the responsibility of Ascent Elevators to design, engineer or provide attachment details as to where the machine beams will attach or tie into the building.
14. Beam pockets and embeds for MRL installation is by others.

15. Any special structural attachment points to tie elevator structure to building is by others.
16. Hoistway ventilation is by others
17. Access doors, machine room doors, stairs and platforms used to access Elevator Spaces are provided by others.
18. Any alterations to the shaft, machine room and elevator pit shall be performed by others.
19. Any Cants or Guards to correct setbacks or offsets in the hoist way are by others.
20. All cutting and patching of shaft walls and or machine room walls will be the responsibility of the owner/GC.
21. Water proofing of pits is by others.
22. During jack replacements/installation, Ascent Elevators is only required to hand dig to remove any spoils or waste inside the jack casing. Any work requiring a drilling company will be billed outside of this contract.
23. Any noise or vibration dampening of machine rooms or hoistways is by others.
24. Removable barricades are by others.
25. Finished flooring in cabs is by others.
26. Ascent Elevators will supply inserts, sleeves, and drawings but installation of these items in concrete or masonry will be by others.
27. Operator hours to aid in the work by others is not included in this proposal.
28. This contract only provides (1) Elevator acceptance inspection per elevator, any construction use inspection, re-inspection not due to the fault of Ascent Elevators, or fire alarm inspection will be billed separately.
29. Any required support to install cameras or card readers is not in the scope of this contract.

#### **Part 7: Storage**

1. Owner/ GC to provide safe storage for the elevator components and installer's tool to be kept in. If a safe area can not be provided, a storage container will be placed on site at the owner/GC expense. Rollable access from the storage location to the worksite is required, not to exceed a distance of 50'.

#### **Part 8: Warranty**

1. Ascent Elevators will warranty all material and workman ship to be free from defective manufacturing, or improper installation for a period of one year. The warranty period will

begin from the date the elevator is certified by the local authority. This warranty is based upon Ascent Elevators' continued maintenance on the unit(s).

#### **Part 9: Maintenance Agreement**

1. A comprehensive preventative maintenance plan will be presented upon final inspection.

#### **Part 10: Contract Price**

1. We propose to furnish and install the equipment covered in this proposal for the net sum of **\$159,917.68**

2. The suggested payment terms are:

Initial payment – Due net 30 from invoice date	30%	\$ 47,975.30
Material payment – required prior to order release	20%	\$ 31,983.54
Project manning & progress billing – monthly as completed	50%	\$ 79,958.84

**\*\*Contract must be paid to 95% to schedule inspection\*\***

3. Cancellation of this contract after initial drawing submittal will be subject to a 5% fee. Cancellation after final APPROVED drawings will be subject to a minimum of 10% total fee plus all production costs already incurred.

4. Ascent Elevators shall be paid in full, without delay within thirty days of final inspection of the elevator.

5. Payment for labor and material shall not be delayed for any reason. All payments are expected due within thirty days of the original invoice date.

6. Our quotation is based upon one (1) job mobilization. Should Ascent Elevators LLC be required to demobilized and leave the job site due to delays of other trades to perform their work (i.e. electrical power, fire alarm, telephone, masonry work), there will be remobilization fee of \$4,000.00 per occurrence

7. All material will arrive as C.O.D. The owner/GC must have payment upon delivery of equipment. Ascent Elevators will notify the owner/GC 48 hours prior to delivery.

8. This project is not based upon any form of liquidated or consequential damages.

9. This proposal is only good for 30 days.

10. If this project is not to be completed by April 30, 2026 a 4% increase per year will be added to the remaining work hours to be completed per contract.

**Part 11: Ascent Elevators Non-Proprietary Pledge**

1. All elevator components, hardware, software, manuals, print, and manufacturer specific tools are available to any company/owner. All equipment provided by Ascent Elevators is **Non-Proprietary**.

**Part 12: Operator Time**

Ascent Elevators will provide a licensed elevator mechanic as needed for standby operation at the below rates:

- Regular time: \$240.00 / hour
- Overtime: \$398.00 / hour

I personally look forward to working with you during this project. Please feel free to contact me regarding and question or concerns you may have. I sincerely thank you for considering Ascent Elevators for your elevator needs.

Proposed:

By: Mark Martin

Date: 5/12/2025

Accepted:

By: \_\_\_\_\_

(Signature) \_\_\_\_\_

Date: \_\_\_\_\_

PROPOSAL  
to  
CITY OF LINWOOD  
ATLANTIC COUNTY, NEW JERSEY

LINWOOD LIBRARY ELEVATOR REPLACEMENT  
CONTRACT NO. 57- RE-BID

Item 1 MOBILIZATION & PERMITS (45%)

1 LUMP SUM @ \$ 71,962.96

Seventy One Thousand Nine Hundred Sixty Two Dollars and  
(Amount in Words) Ninety Six Cents

\$ \_\_\_\_\_

Item 2 FURNISH & INSTALL SAVARIA ORION 17 LULA, OR  
APPROVED EQUAL (50%)

1 LUMP SUM @ \$ 79,958.84

Seventy Nine Thousand Nine Hundred Fifty-Eight Dollars and  
(Amount in Words) Eighty Four Cents

\$ \_\_\_\_\_

Item 3 ACIA PROJECT SIGN (5%)

1 LUMP SUM @ \$ 7,995.88

Seven Thousand Nine Hundred Ninety Five Dollars and  
(Amount in Words) Eighty Eight Cents

\$ \_\_\_\_\_

TOTAL BASE BID (Item 1 through Item 3)  
THE TOTAL PRICE OF:

\$ 159,917.68  
(Write Total Price in Words and Numbers)

\$ \_\_\_\_\_

One Hundred Fifty Nine Thousand Nine Hundred Seventeen Dollars  
and Sixty Eight Cents