

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
August 9, 2023
6:00 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 _____ Mrs. Byrnes _____
 Mrs. DeDomenicis _____ Mr. Levinson _____ Mr. Michael _____
 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 approving temporary signage for the Linwood Farmers Market
 2. Resolution authorizing the issuance of the refund of unused escrow funds posted with regard to a dumpster permit
 3. Resolution approving a Change Order No. 1 with American Pipe Cleaning, LLC with regard to the Sanitary Sewer Main Root Treatment
 4. Resolution authorizing a flashing beacon agreement with the NJDOT for Rt 9 midblock pedestrian crossings in front of MRHS
5. Councilwoman Byrnes
 - A. Neighborhood Services
6. Councilwoman DeDomenicis
 - A. Public Works
7. Councilman Levinson
 - A. Revenue & Finance
 1. Resolutions authorizing refunds for various tax overpayments to Corelogic
 2. Resolution authorizing refund of taxes for 224 Tabor Avenue due to permanently disable veteran status
8. Councilman Michael
 - A. Public Safety
 1. Resolution confirming the promotion of Patrolman Jarred Levenson to the position of Sergeant
 2. Resolution authorizing the hiring of Mark Mucciarone as a Substitute School Crossing Guard
 3. Resolution authorizing the reappointment of Belford Rivera as a Special Law Enforcement Officer, Class III
 4. Resolution authorizing a Shared Services Agreement with Mainland Regional HS for a Class III Special Law Enforcement Officer for 2023-2024
 5. Resolution authorizing a Shared Services Agreement with Linwood Board of Education for two Class III Special Law Enforcement Officers for 2023-2024 and an Addendum for 2022-2023
 6. Resolution to hire two Class II Special Law Enforcement Officers
9. Council President Ford
 - A. Administration
 1. Resolution authorizing the issuance of a Raffle License to Mainland Regional Football Boosters
10. Solicitor's Report

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
August 9, 2023**

CALL TO ORDER

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

FLAG SALUTE: Councilwoman Stacy DeDomenicis

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

RESOLUTIONS

119-2023 A Resolution confirming the promotion of Patrolman Jarred Levenson to the position of Sergeant in the Linwood Police Department

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.

- 120-2023** A Resolution authorizing the refund of various tax overpayments made by Corelogic
- 121-2023** A Resolution authorizing the refund of various tax overpayments made by Corelogic
- 122-2023** A Resolution authorizing the refund of the 2023 tax payments for Block 94 Lot 6 located at 224 Tabor Avenue in the City of Linwood
- 123-2023** A Resolution approving temporary signage for the Linwood Farmers Market
- 124-2023** A Resolution authorizing the hiring of Mark E. Mucciarone as a Substitute School Crossing Guard for the City of Linwood
- 125-2023** A Resolution authorizing the issuance of a Raffle License, #2023-25, to Mainland Regional Football Boosters, Inc.
- 126-2023** A Resolution authorizing the refund of unused escrow funds posted with regard to a dumpster permit
- 127-2023** A Resolution authorizing the reappointment of Belford Rivera as a Special Law Enforcement Officer, Class III, for the City of Linwood
- 128-2023** A Resolution approving Change Order No. 1 with American Pipe Cleaning, LLC with regard to the Sanitary Sewer Main Root Treatment
- 129-2023** A Resolution authorizing a Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Mainland Regional High School Board of Education for the provision of Class III Special Law Enforcement Officer
- 130-2023** A Resolution authorizing a Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Linwood Board of Education for the provision of two Class III Special Law Enforcement Officers
- 131-2023** A Resolution authorizing an Addendum to the Shared Services Agreement with the Linwood Board of Education for the provision of the two Class III Special Law Enforcement Officers for the 2022-2023 school year

RESOLUTIONS WITHIN CONSENT AGENDA (continued)

- 132-2023** A Resolution authorizing a Flashing Beacon Agreement with the New Jersey Department of Transportation for Route 9 Midblock Pedestrian Crossings, MP 35.78 & 35.93
- 133-2023** A Resolution authorizing the hiring of Alex James Gallagher and Justin Michael Barretta as Special Law Enforcement Officers, Class II, for the City of Linwood

APPROVAL OF BILL LIST: \$1,516,781.41

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

RESOLUTION No. 119, 2023

A RESOLUTION CONFIRMING THE PROMOTION OF PATROLMAN JARRED LEVENSON TO THE POSITION OF SERGEANT IN THE LINWOOD POLICE DEPARTMENT

WHEREAS, pursuant to N.J.S.A. 40A:61-4(f), the Mayor of the City of Linwood has promoted Patrolman Jarred Levenson to the position of Sergeant in the Linwood Police Department effective July 27, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that the promotion of Patrolman Jarred Levenson to the position of Sergeant in the Linwood Police Department effective July 27, 2023 be and is hereby confirmed;

BE IT FURTHER RESOLVED, that the salary for the position shall be as set forth in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 120, 2023

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

WHEREAS, certain owners of real estate situate in the tax district of the City of Linwood have paid their 2022/2023 property taxes in accordance with the provisions of the Statute so made and provided; and

WHEREAS, certain property owners have overpaid their 2022/2023 property taxes due to duplicate payments made by Core Logic in the amounts set forth on the list attached hereto and made part hereof; and

WHEREAS, Core Logic has requested the refunds of the 2022/2023 tax overpayments for the properties listed;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of Core Logic Tax Service, Attn: Refunds Dept, P.O. Box 9202, Coppell TX 75019 for payments in the amount of \$12,119.83 the overpayments set forth on the attached list in order to refund monies representing overpayment of taxes to said property owner.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

PROPERTIES FOR OVERPAYMENT

BLOCK 1	LOT 45.04	1 FALLING WATER DRIVE
BLOCK 16.01	LOT 25	10 E. Berkley Street
BLOCK 41	LOT 9	401 W. Patcong Avenue
BLOCK 65	LOT 3	104 E. Arlington Avenue
BLOCK 73	LOT 14	33 W. Edgewood Avenue
BLOCK 163	LOT 2	210 W. Haines Avenue

RESOLUTION No. 121, 2023

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

WHEREAS, certain owners of real estate situate in the tax district of the City of Linwood have paid their 2023 3rd quarter property taxes in accordance with the provisions of the Statute so made and provided; and

WHEREAS, certain property owners have overpaid their 2023 3rd quarter property taxes due to duplicate payments made by Core Logic in the amounts set forth on the list attached hereto and made part hereof; and

WHEREAS, Core Logic has requested the refunds of the 2023 3rd quarter tax overpayments for the properties listed;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of Core Logic Tax Service, Attn: Refunds Dept, P.O. Box 9202, Coppell TX 75019 for payments in the amount of \$16,542.92 the overpayments set forth on the attached list in order to refund monies representing overpayment of taxes to said property owner.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

PROPERTIES FOR OVERPAYMENT

BLOCK 16.01	LOT 64.01	211 E. Seaview Avenue
BLOCK 24	LOT 17	409 Hamilton Avenue
BLOCK 40	LOT 31	1530 Woodlynne Boulevard
BLOCK 40	LOT 42.02	1820 Franklin Boulevard
BLOCK 73	LOT 20	1117 Shore Road
BLOCK 81	LOT 2	1011 Bartlett Avenue
BLOCK 99	LOT 6	212 W. Jefferson Avenue
BLOCK 110	LOT 1	2 Glenside Avenue

RESOLUTION No. 122, 2023

A RESOLUTION AUTHORIZING THE REFUND OF THE 2023 TAX PAYMENTS FOR BLOCK 94 LOT 6 LOCATED AT 224 TABOR AVENUE IN THE CITY OF LINWOOD

WHEREAS, Harold Scott Jr, is the owner of Block 94 Lot 6 located at 224 Tabor Avenue in the taxing district of the City of Linwood; and

WHEREAS, Harold Scott Jr, made application to the Tax Assessor, of the City of Linwood, for property tax exemption as a permanently disabled veteran and the Tax Assessor for the City of Linwood granted the exemption for Harold Scott Jr. as of July 12, 2023; and

WHEREAS, the mortgage company Core Logic has paid the 2023 2nd & 3rd quarter 2023 taxes; and

WHEREAS, Harold Scott Jr. is entitled to a refund of payment made as of date of application of June 12, 2023;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and is hereby authorized, empowered and directed to execute and deliver a draft in favor of Harold Scott Jr, in the amount of \$2,405.96 which is the amount of the payment of taxes to said property owner.

BE IT FURTHER RESOLVED, by the Common Council of the City of Linwood, that the Tax Collector is hereby authorized, empowered and directed to cancel 4th quarter of 2023 balance of \$2,075.31 property taxes and the 1st and 2nd preliminary quarters for 2024 taxes for the property known as block 94 lot 6 assessed in the name of Harold Scott Jr.

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 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

From: Diane Hesley <dhesley@linwoodcity.org>
Sent: Tuesday, August 1, 2023 8:28 PM
To: 'Leigh Ann Napoli'; 'Silvia Washington'
Subject: Disabled Veteran Exemption requires resolution and refund

Dear Silvia and Leigh Ann:

Can you please prepare a resolution to refund taxes for a DISABLED VETERAN exemption. The info is below:

Block – 94 Lot – 6
224 Tabor Ave
Owner -Harold Scott, Jr.

Harold Scott Jr. is eligible to receive the 100% exemption for a disabled veteran. The application was received on 6/12/2023 including all supporting documents.

Mr. Scott would have been eligible on 8/29/2022 had he received the VA disability letter in time. The City of Linwood has an ordinance stating the governing body may refund taxes (for disabled veterans and surviving spouses) after a formal written request has been made for a refund up to a maximum 24 month period depending on eligibility date.

I have approved the exemption beginning 6/12/2023. I have mailed Mr. Scott a copy of this correspondence and have informed Mr. Scott that he may make a request to the Mayor and Council for any refunds due prior to 6/12/2023. (8/29/2022 through 6/11/2023) The request must be in writing and sent to both Leigh Ann Napoli and Silvia Washington.

Thank you,

Diane R. Hesley, CTA

Diane R. Hesley, CTA
Linwood Assessor
400 W Poplar Ave
Linwood, NJ 08221
609-926-7973
dhesley@linwoodcity.org

City of Linwood Assessment Department

400 Poplar Ave
Linwood, NJ 08221
609-926-7973, dhesley@linwoodcity.org



August 1, 2023

HAROLD SCOTT, JR.
224 TABOR AVE
LINWOOD, NJ 08221

Dear Property Owner:

The application you submitted for a totally disabled veteran exemption has been approved. I have informed the Tax Collector and the Municipal Clerk and have asked they prepare a resolution to refund taxes back to the date of the filing (see attached email).

The exemption begins at the time of filing. However, you may be eligible for a further refund back to the date of disability as indicated in the VA letter. The City of Linwood has an ordinance stating the governing body may refund taxes (for disabled veterans and surviving spouses) after a formal written request has been made for a refund up to a maximum 24-month period depending on eligibility date.

You must make the request in writing and address it to "Mayor and Council of the City of Linwood". State that you wish to receive a refund for the period of 8/29/2022 through the present day.

Include the following information: Harold Scott Jr., 224 Tabor Ave., Linwood NJ 08221, Block - 94 Lot - 6.

You must forward the request to the Municipal Clerk, Leigh Ann Napoli, Linwood City Hall, 400 W. Poplar Ave, Linwood, NJ 08221. If you have any questions regarding the refund, you may contact the Tax Collector, Silvia Washington at swashington@linwoodcity.org.

Thank you for your service!

Respectfully,

Diane R. Hesley, CTA
City of Linwood Assessment Department

cc: L Napoli, Municipal Clerk
S Washington Tax Collector



RESOLUTION No. 123, 2023

A RESOLUTION APPROVING TEMPORARY SIGNAGE FOR THE LINWOOD FARMERS MARKET

WHEREAS, the Linwood Farmers Market has requested permission for fifteen temporary lawn signs advertising the Farmers Market; and

WHEREAS, the temporary lawn signs are requested to be installed on City property in the City of Linwood; and

WHEREAS, all temporary signage needs approval by City Council; and

WHEREAS, the Common Council is desirous of approving said request;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that permission for the placement of fifteen temporary lawn signs advertising the Farmers Market is hereby granted to the Linwood Farmers Market based on the following conditions;

- 1.) Signs shall not be internally illuminated or electrically activated.
- 2.) Signs shall not be in the public Right-of-Way.
- 3.) Signs shall not block any site triangle for access and egress points of travel.

BE IT FURTHER RESOLVED, that the temporary lawn signs shall be permitted for a period beginning on August 12, 2023 and ending on October 30, 2023.

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 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 124, 2023

A RESOLUTION AUTHORIZING THE HIRING OF MARK E. MUCCIARONE AS A
SUBSTITUTE SCHOOL CROSSING GUARD FOR THE CITY OF LINWOOD

WHEREAS, vacancies exist in the position of Substitute School Crossing
Guard in the City of Linwood; and

WHEREAS, the Common Council of the City of Linwood is desirous of
filling the aforesaid vacancies;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of
Linwood, County of Atlantic, that Mark E. Mucciarone is hereby hired,
effective immediately, as a Substitute School Crossing Guard at a rate of
\$40.67 per diem, in accordance with the Linwood Salary Ordinance and all
amendments thereto;

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a
satisfactory completed background check on Mark E. Mucciarone.

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 9th day of
August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 125, 2023

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2023-25,
TO MAINLAND REGIONAL FOOTBALL BOOSTERS, INC

WHEREAS, Mainland Regional Football Boosters Inc has applied for a Raffle License, to conduct games on September 1, 2023, September 8, 2023, and September 29, 2023; and

WHEREAS, Mainland Regional Football Boosters Inc 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 257-5-41958;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to Mainland Regional Football Boosters Inc 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 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 126, 2023

A RESOLUTION AUTHORIZING THE REFUND OF UNUSED ESCROW FUNDS POSTED WITH REGARD TO A DUMPSTER PERMIT

WHEREAS, an Escrow Fund for a dumpster permit was established in the amount of \$500.00 by Joseph Hill of ANI Joe LLC for work being performed at 1525 Woodlyne Boulevard in the City of Linwood; and

WHEREAS, the project has been completed, no damage was done to the pavement, and all inspections have been finalized and approved; and

WHEREAS, no funds were utilized for the repair of said pavement and there remains a balance of \$500.00 to be refunded;

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$500.00 to Joseph Hill, ANI Joe LLC, 1212 Burlington Avenue, Delanco, New Jersey 08075 as unused escrow funds.

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 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 127, 2023

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

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

WHEREAS, the latest appointment has expired; and

WHEREAS, recommendations have been made to reappoint Belford Rivera;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that Belford Rivera is hereby reappointed as a Special Law Enforcement Officer, Class III, commencing on September 1, 2023 and expiring on June 30, 2024, at an hourly rate of \$32.00 as provided for in the Linwood Salary Ordinance and all amendments thereto.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 128, 2023

A RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH AMERICAN PIPE CLEANING, LLC WITH REGARD TO THE SANITARY SEWER MAIN ROOT TREATMENT

WHEREAS, Change Order NO. 1 with American Pipe Cleaning, LLC with regard to the Sanitary Sewer Main Root Treatment has been submitted for review and approval; and

WHEREAS, recommendations have been made to authorize the Change Order which will result in an increase of the total contract price in the amount of \$799.63 in accordance with the attached Change Order incorporated herein and made part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that Change Order NO. 1 with American Pipe Cleaning, LLC regarding the Sanitary Sewer Main Root Treatment be and is hereby authorized and approved;

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

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, City Clerk
Date: 08-04-2023
Re: Availability of Funds-Sewer Main Root Treatment Change Order #1

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$799.63 are available under Capital Ordinance #3-2020E Sewer Improvements. Funds will be encumbered to Duke's Root Control, Inc. 400 Airport Rd. St. E, Elgin, IL 60123.

CONTRACT CHANGE ORDER

CHANGE ORDER NO. 1

DATE 7-21-23

CONTRACT NO. 42

PROJECT DESCRIPTION Sanitary Sewer Main Root Treatment

CONTRACT DATE February 1, 2023

CONTRACTOR American Pipe Cleaning, LLC.

REASON FOR CHANGE ORDER: Additional root treatment on larger sized mains

<u>CON.</u> <u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT</u> <u>PRICE</u>	<u>EXTENSION</u>	
				Additions	Deletions
	1 LS	Additional Root Treatment	\$799.63	\$799.63	
			Subtotal	\$799.63	
			TOTAL	\$799.63	

ACCEPTED: _____ CONTRACT AMOUNT \$ 49,876.64

CONTRACTOR _____ DATE _____ PREVIOUS CHANGE ORDERS \$ 0.00

APPROVAL RECOMMENDED: _____ THIS CHANGE ORDER 1 \$ 799.63

POLISTINA & ASSOCIATES _____ DATE _____ TOTAL CHANGE ORDERS TO DATE \$ 799.63

APPROVED:

OWNER _____ DATE _____

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

RESOLUTION No. 129, 2023

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LINWOOD AND THE MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION FOR THE PROVISION OF CLASS III SPECIAL LAW ENFORCEMENT OFFICER

WHEREAS, the City of Linwood and the Mainland Regional High School Board of Education are desirous of renewing a Shared Services Agreement for the provision of a Class III Special Law Enforcement Officer; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, a Shared Services Agreement and Memorandum of Understanding have been prepared pursuant to said statutory requirements and the Common Council is desirous of authorizing same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Mainland Regional High School Board of Education for the provision of Class III Special Law Enforcement Officer are hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.

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 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

**SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF LINWOOD AND
THE MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION
FOR THE PROVISION OF
CLASS III SPECIAL LAW ENFORCEMENT OFFICER
(FOR THE 2023-2024 SCHOOL YEAR)**

WHEREAS, the City of Linwood, a municipal corporation of the State of New Jersey (hereinafter "City"), and the Mainland Regional High School Board of Education, a body politic and corporate (hereinafter the "Board"), are desirous of entering into a Shared Services Agreement (hereinafter "SSA") for the provision of one (1) Class III Special Law Enforcement Officer (hereinafter "SRO"); and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, the City has agreed to provide the services of a SRO upon the terms contained herein.

NOW THEREFORE,, in consideration of the mutual foregoing representations, the City and the Board agree as follows:

1. The terms of the attached Memorandum of Understanding are incorporated herein by reference. Except as specifically provided by this SSA, the School Resource Officer program will be administered in accordance with the Memorandum of Understanding for the 2023-2024 school year.
2. The Board shall make payment to the City to cover the total salary and 50% of payroll taxes associated with the provision of one (1) Class III Special Law Enforcement Officer who shall serve as SRO as further specified herein. A financial breakdown of the costs to the Board and the allocation thereof is attached as Exhibit "A" to the attached Memorandum of Understanding. The SRO shall be paid only for time working at and for the Board and shall not be entitled to paid vacation or sick time.

Payment associated with the provision of the Class III Special Law Enforcement Officer shall be made by the Board to the City commencing September 1, 2023 based upon the number of hours worked in the prior month and shall be paid within thirty (30) days of receipt of an invoice therefor

3. If there is a conflict between the terms of this SSA and the Memorandum of Understanding, the terms of this SSA shall control.
4. The term of this Agreement shall be for one (1) school year commencing on September 1, 2023 and terminating on June 30, 2024.
5. The City will appoint a Class III Special Law Enforcement Officer for a maximum term of four months at a time. If the City, to include the Chief of Police, or the Board, to include the Superintendent, are not satisfied for any reason or cannot sustain the Class III Special Law Enforcement Officer, the position will be terminated or a replacement Class III Special Law Enforcement Officer will be hired. The termination of a Class III Special Law Enforcement Officer may be effectuated by fourteen (14) days prior written notice, except if the Chief of Police and Superintendent agree that termination shall be effective immediately.
6. The Parties acknowledge that the SRO assigned pursuant to this Agreement is not subject to the Board's contract with the Mainland Regional High School Educational Association which also references a school resource officer position.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this

SSA and Memorandum of Understanding on the day set opposite their signature.

Attest:

CITY OF LINWOOD

Leigh Ann Napoli, RMC, CMR,
MPA Municipal Clerk

Darren H. Matik, Mayor

Date:

Attest:

Date:

Chandra D. Anaya, CPA, Business
Administrator/Board Secretary

MAINLAND REGIONAL
HIGH SCHOOL BOARD OF
EDUCATION

Date:

Jill T. Ojserkis, Esq., President

Date:

CLASS III SPECIAL LAW ENFORCEMENT
OFFICER SAFE SCHOOLS RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Mainland Regional High School Board of Education (hereinafter the "Board") and the City of Linwood (hereinafter the "City").

WHEREAS the Board and the City desire that the City provide the services of one (1) Class III Special Law Enforcement Officer assigned to the Board on a full-time basis to serve as the SRO; and

WHEREAS both parties recognize the potential benefits of this program to the citizens of the City and to the students and staff of the Board; and

WHEREAS it is in the best interest of the Board and the City to establish and continue this program.

IT IS NOW THEREFORE AGREED that the City shall supply one (1) Class III Special Law Enforcement Officer to the Board to be assigned as a School Resource Officer ("SRO") upon the following terms and conditions:

I. Assignment of Officer.

The Board and the City agree that the City shall assign one (1) Class III Special Law Enforcement Officer from the City of Linwood Police Department to Mainland Regional High School for up to forty (40) hours per week during the 2023-2024 school year.

I. Selection of Officer.

The Linwood Police Department shall advertise and conduct the initial interviewing process for a Class III Special Law Enforcement Officer. Applicants will be interviewed by the Police Interview Panel. Applicants who successfully pass the Police Interview Panel will then be interviewed by the Mayor, Chief of Police and Superintendent of Mainland Regional High School. The Mayor, Chief of Police and Superintendent will select the candidate to be hired for the position by their unanimous decision.

II. Officer is an Employee of the City.

Although assigned to the school on a full-time basis, the assigned SRO remains an employee of the City and its police department. The SRO shall remain subject to all federal and state laws as well as directives, policies, procedures, rules and regulations of the Linwood Police Department and shall not be considered an employee of the Board. The City will use reasonable efforts to coordinate the SRO's vacation times with the vacation times in the approved Board calendar.

IV. Hours.

The City shall provide one (1) SRO working forty (40) hours per week. The specific hours of assignment shall be determined by the Chief of Police and the Superintendent of the Board or their designees and may change subject to mutual agreement of the parties. For purposes of this Memorandum of Understanding, it is anticipated that a regular school day shall be between 7:30 a.m. – 3:30 p.m. subject to change as mutually agreed upon by the Superintendent and the Chief of Police. Unless mutually agreed upon by the Chief of Police and the Superintendent of the Board or their designees in advance, the SRO shall not be expected to be present to perform his duties during days that the high school is closed for student attendance (except for graduation which is required) such as vacations, holidays, and snow days although the SRO's presence may be required during teacher in-service days. It is understood that if the Class III Special Law Enforcement Officer is unavailable to work any day or any requested school function for any reason, the Linwood Police Department will not fill the vacant position.

V. Uniforms.

Unless engaged in activities for which a uniform would be inappropriate, the SRO shall wear a uniform approved by the Chief of Police which readily identifies him as a Police Officer of the City. The SRO shall carry a City issued firearm while providing his duties hereunder. The firearm will remain the property of the City but shall be utilized by the SRO during the term of this Agreement.

VI. Office.

The Board will provide the Linwood Police Department a secure office (substation) within the Mainland Regional High School. No persons will be permitted within the substation without authorization from a member of the Linwood Police Department except for cleaning, maintenance and repair of the substation. The Board will supply internet access, a computer and printer allowing Police Officers to access the Linwood Police Department CAD System and other required sites necessary for the performance of the duties. The Board will also supply a desk, chairs and filing cabinet(s). This office will be keyed on the Linwood Police Department Key System.

VII. Duties.

While performing services at the District, the general duties of the SRO shall be set forth in Attachment "B" to this Memorandum of Understanding.

VIII. Overtime.

It is agreed that the Board will be financially responsible to reimburse the City for overtime services provided by the SRO at the hourly rate listed in Exhibit "A" Any such overtime shall be requested by the Superintendent or his designee and is subject to prior approval by the Chief of Police or his designee. Such overtime shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

IX. Training.

Unless the SRO assigned has previously attended the School Resource Training Program sponsored by the National Association of School Resource Officers, the SRO assigned shall attend the School Resource Officer Training program sponsored by the National Association of School Resource Officer which contains a forty (40) hour block of instruction emphasizing three (3) main areas of instruction: 1) functioning as a SRO in the school setting; 2) working as a resource and problem solver; and 3) the development of teaching skills. The cost of this training shall be paid by the Board and shall not exceed the amount described in Exhibit "A".

The SRO shall also receive such additional required training for SRO's as directed by the Chief of Police. All associated Police In-Service Training shall be provided by the Linwood Police

Department through the department PowerDMS. The SRO shall be allotted time by the Board to complete such training, including semi-annual firearms qualifications. The Linwood Police Department will provide instructors and ammunition for firearms qualifications.

X. Indemnification.

The City shall and does hereby agree to indemnify the Board, its agents, employees, servants and/or contractors and save it and them harmless and shall defend it and them from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, in connection with any loss, claim or liability arising from or out of the performance of the SRO's work hereunder including, but not limited to, the SRO's negligent act or omission. It is the parties' intention that this indemnification provision shall be interpreted to be broad in nature, whereby the City agrees to indemnify the Board unless it is determined that that the Board was solely negligent.

XI. Insurance.

The City shall, at its own cost and expense, at all times during the Term of this Memorandum indemnify the Board as part of its administrative staff for the SRO's actions and in connection with the City's worker's compensation, general liability, legal liability, and/or umbrella insurance policies in effect, and shall name the Board as an additional insured or loss payee, as the case may be. The minimum coverage limits shall be maintained in accordance with the City's current policies in effect. The City shall provide the Board with a Certificate of Insurance showing the Board as an additional insured. The Certificate shall provide for ten (10) days written notice to the Board in the event of cancellation or material change of coverage. The Board shall reimburse the City for one-half (1/2) of the general liability and workers compensation premiums attributable to the SRO's services pursuant to this Agreement, not to exceed the amount set forth in Exhibit "A". Such amount due shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

XII. Terms of Agreement.

The City, Board and SRO understand and agree that all work by SRO must conform and be done in accordance with the Uniform Memorandum of Understanding between the Education and Law Enforcement Officials and State and Federal law, the directives of the Attorney General of the State of New Jersey, the Atlantic County Prosecutor, the Commissioner of Education and State Board of Education, New Jersey and Federal law and the rules and regulations governing the operation of schools.

XI. Renewals.

The parties agree to meet in March of each calendar year to negotiate appropriate changes to the terms of this Agreement and to determine whether it will be extended for one or more additional school years. This Agreement shall be automatically renewed each year, upon the terms contained in the SSA and this Memorandum of Understanding, unless either party provides thirty (30) days written notice of its intent to terminate.

XIII. Cooperation.

The Board shall promptly advise the City of any issues related to the performance of this Agreement including the suitability and acceptability of the SRO. Similarly, the City shall promptly advise the Board of any issues related to the performance of this Agreement including concerns raised by the SRO. The parties shall work together in a cooperative manner to resolve such issues and concerns. Notwithstanding the foregoing, any issues and concerns that can only be resolved through the replacement of the assigned SRO, shall proceed pursuant to Section II above. In addition, the parties shall meet no less than bi-monthly to review, assess and plan.

XIV. Disputes.

In the event that arises between the parties as to the terms of the Agreement, or the satisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The parties hereunder agree that if such binding arbitration or binding fact-finding procedures are required to settle any questions or disputes, that the Mayor of the City and

Mainland Regional High School Board of Education shall mutually appoint a single arbitrator consistent with American Arbitration Association rules.

XV. No Agency.

Any party performing a service under this Agreement is the general agent of the other party on whose behalf is performed pursuant to this Agreement. Such agent party shall have full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this agreement, except as such powers are limited by the terms of this Agreement. Neither party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

This Memorandum of Understanding shall cover the period from September 1, 2023 to June 30, 2024

Attest:

MAINLAND REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

Chandra D. Anaya, CPA, Business
Administrator/Board Secretary

Jill T. Ojserkis, President

Attest:

CITY OF LINWOOD

Leigh Ann Napoli, RMC, CMR,
MPA Municipal Clerk

Darren H. Matik, Mayor

Exhibit "A"
Financial Terms and Conditions

Handgun	\$ 481.00
Uniform	\$ 600.00
School Resource Officer Training	\$ 350.00
Liability Insurance (50% of \$500.00)	\$ 250.00
Workers Compensation Insurance (50% of \$3,000.00)	\$1,500.00
Hourly Rate for SRO	\$ 32.00
Payroll Taxes for SRO (50% of Payroll Taxes associated with compensation)	TBD based on compensation

Exhibit
"B"
School Resource Officer Job Description

The following lists provide examples of job duties of the School Resource Officer. They highlight, but are not limited to,

The three roles used to define what SRO's do in schools: Law Enforcement; Law Related Counselor; Law Related Education Teacher.

The close relationship SRO's must create and maintain with Principals; and

That SRO's must work closely with parents, students and members of the community.

Primary Duties

To prevent juvenile delinquency through close contact with students and school personnel.

To establish liaison with school principals, school security personnel, faculty and students.

To inform the students of their rights and responsibilities as lawful citizens.

To provide liaison between students and social agencies which provide needed services. To

act as a liaison resource to the principal in investigating criminal law violations occurring in the school or on school property.

To assist administration and faculty in formulating criminal justice programs.

To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school.

To participate in school activities and events when invited and feasible.

To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

To protect lives and property for the citizens and school students.

To enforce Federal, State and Local Criminal Laws and Ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulation regarding student conduct.

To investigate criminal activity committed on school property.

To counsel students in special situations, such as students suspected of engaging in criminal activity, when requested by the principal or parent of the student.

To answer questions students may have about criminal or juvenile law.

To assist other law enforcement Officer with outside investigations concerning students attending the school.

Secondary Duties

Abide by school board policies and shall consult with and coordinate activities through the school principal but shall remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision.

Develop expertise in presenting various subjects.

Encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.

Refrain completely from functioning as a school disciplinarian. The School Resource Officer is not to be involved the enforcement of disciplinary infractions that do not constitute violations of the law.

Attend meeting of parent and faculty groups to solicit their support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions.

Confer with the principal to develop plans and strategies to prevent and / or minimize dangerous situations on or near school property or involving students at school-related activities.

Abide by school board policy and applicable law concerning interviews, should it be necessary to conduct formal interviews with students or staff on property or at school functions under the jurisdiction of the School Board.

Take law enforcement action as necessary and notify the principal of the school as soon as possible; whenever possible notify the principal before requesting additional enforcement assistance on school grounds.

Give assistance to Officer in matters regarding the duties of SRO's whenever necessary.

Coordinate with the principal and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.

RESOLUTION No. 130, 2023

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LINWOOD AND THE LINWOOD BOARD OF EDUCATION FOR THE PROVISION OF TWO CLASS III SPECIAL LAW ENFORCEMENT OFFICERS

WHEREAS, the City of Linwood and the Linwood Board of Education are desirous of renewing a Shared Services Agreement for the provision of two Class III Special Law Enforcement Officers; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS, the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, a Shared Services Agreement and Memorandum of Understanding have been prepared pursuant to said statutory requirements and the Common Council is desirous of authorizing same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Linwood Board of Education for the provision of two Class III Special Law Enforcement Officers are hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.

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 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

**SHARED SERVICES AGREEMENT BETWEEN
THE CITY OF LINWOOD AND
THE LINWOOD BOARD OF EDUCATION
FOR THE PROVISION OF TWO
CLASS III SPECIAL LAW ENFORCEMENT OFFICERS
(FOR THE 2023-2024 SCHOOL YEAR)**

WHEREAS, the City of Linwood, a municipal corporation of the State of New Jersey (hereinafter "City"), and the Linwood Board of Education, a body politic and corporate (hereinafter the "Board"), are desirous of entering into a Shared Services Agreement (hereinafter "SSA") for the provision of two (2) Class III Special Law Enforcement Officers (hereinafter "SRO"); and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. seq., municipalities may enter into agreements for shared services with other municipalities to provide or receive any service that the local unit participating in the agreement is empowered to provide and receive within its own jurisdiction; and

WHEREAS each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by adoption of a resolution; and

WHEREAS the agreement must comply with the requirements of N.J.S.A. 40A:65-7 and specify the services to be performed under the agreement, procedures for payment and assignment and allocation of responsibility for meeting standards between and among the parties; and

WHEREAS, the City has agreed to provide the services of two SRO's upon the terms contained herein.

NOW THEREFORE, in consideration of the mutual foregoing representations, the City and the Board agree as follows:

1. The terms of the attached Memorandum of Understanding are incorporated herein by reference. Except as specifically provided by this SSA, the School Resource Officer program will be administered in accordance with the Memorandum of Understanding for the 2023-2024 school year.
2. The City of Linwood shall be responsible for the total salary and financial costs associated with the provision of one (1) Class III Special Law Enforcement Officer and the Board shall make payment to the City to cover the total salary and financial costs associated with the provision of one (1) Class III Special Law Enforcement Officer who both shall serve as SRO's as further specified herein. A financial breakdown of the costs to the Board and the allocation thereof is attached as Exhibit "A" to the attached Memorandum of Understanding. The SROs shall be paid only for time working at and for the Board and shall not be entitled to paid vacation or sick time.

Payment associated with the provision of the Class III Special Law Enforcement Officers shall be made by the Board to the City commencing September 1, 2023 based upon the number of hours worked in the prior month and shall be paid within thirty (30) days of receipt of an invoice, therefore.

3. If there is a conflict between the terms of this SSA and the Memorandum of Understanding, the terms of this SSA shall control.
4. The term of this Agreement shall be for one (1) school year commencing on September 1, 2023 and terminating on June 30, 2024.

The Term shall include July 1, 2024 to August 30, 2024.

- 4a. The Class III officers' schedules shall follow the school calendar between the dates of September 1, 2022 and June 30, 2023 when schools are in session.
- 4b. The term may also include hours during the District's Extended School Year and Summer Programs for one Class III officer. The hours worked for this assignment will coincide with the District's hours for students in session at said programs in July and August. The agreement on these hours will be confirmed by both parties in writing prior to these hours being assigned.

5. The City will appoint two Class III Special Law Enforcement Officers for a maximum term of six months at a time. If the City, including the Chief of Police, or the Board, including the Superintendent, are not satisfied for any reason or cannot sustain the Class III Special Law Enforcement Officers, the position will be terminated or a replacement Class III Special Law Enforcement Officer will be hired. The termination of a Class III Special Law Enforcement Officer shall be effectuated by fourteen (14) days prior written notice, except if the Chief of Police and Superintendent agree that termination shall be effective immediately.
6. The Parties acknowledge that the SRO's assigned pursuant to this Agreement are not subject to the Board's contract with the Linwood Educational Association which also references a school resource officer position.
7. This Agreement shall be governed by the laws of the State of New Jersey.
8. Disputes. In the event that a dispute arises between the parties as to the terms of the Agreement, or the unsatisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by mediating such dispute before the County Superintendent and the Executive County Superintendent. If mediation is unsuccessful the Parties agree to bring the dispute before a court of competent jurisdiction. Each party is responsible for its own attorney's fees.
9. Uniform Shared Services and Consolidation Act. The Shared Services Act (N.J.S.A. 40A:65-1, et seq.) shall apply to this Agreement and to the extent that any provision of this Agreement is in conflict with said Act, the Act shall be controlling and take precedence.
10. Notices: Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by email, first-class mail, or overnight service (e.g., Federal Express) to each Party as follows:

If to the School District:

Brian Pruitt, Superintendent
 Linwood Public School District
 51 Belhaven Avenue
 Linwood, New Jersey 08221
brianpruitt@linwoodschoools.org

If to the City:

Leigh Ann Napoli, Municipal Clerk
 City of Linwood
 400 Poplar Avenue
 Linwood, New Jersey 08221
lnapoli@linwoodcity.org

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this
SSA and Memorandum of Understanding on the day set opposite their signatures.

Attest:

CITY OF LINWOOD

Leigh Ann Napoli, RMC, CMR,
MPA Municipal Clerk

Darren H. Matik, Mayor

Date:

Date:

Attest:

LINWOOD BOARD OF
EDUCATION

Patty Swanson, Business
Administrator/Board Secretary

Steven Evinski, President

Date:

Date:

CLASS III SPECIAL LAW ENFORCEMENT
OFFICER SAFE SCHOOLS RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Linwood Board of Education (hereinafter the "Board") and the City of Linwood (hereinafter the "City").

WHEREAS the Board and the City desire that the City provide the services of two (2) Class III Special Law Enforcement Officers assigned to the Board on a full-time basis to serve as the SRO's; and

WHEREAS both parties recognize the potential benefits of this program to the citizens of the City and to the students and staff of the Board; and

WHEREAS it is in the best interest of the Board and the City to establish and continue this program.

IT IS NOW THEREFORE AGREED that the City shall supply two (2) Class III Special Law Enforcement Officers to the Board to be assigned as a School Resource Officer ("SRO") upon the following terms and conditions:

I. Assignment of Officer.

The Board and the City agree that the City shall assign two (2) Class III Special Law Enforcement Officers from the City of Linwood Police Department to Linwood Schools for up to forty (40) hours per week during the 2023-2024 school year.

I. Selection of Officer.

The Linwood Police Department shall advertise and conduct the initial interviewing process for a Class III Special Law Enforcement Officer. Applicants will be interviewed by the Police Interview Panel. Applicants who successfully pass the Police Interview Panel will then be interviewed by the Mayor, Chief of Police and Superintendent of Linwood Schools. The Mayor, Chief of Police and Superintendent will select the candidates to be hired for the position by their unanimous decision.

II. Officers are Employees of the City.

Although assigned to the school on a full-time basis, the assigned SRO's remain employees of the City and its police department. The SRO shall remain subject to all federal and state laws as well as directives, policies, procedures, rules and regulations of the Linwood Police Department and shall not be considered an employee of the Board. The City will use reasonable efforts to coordinate the SRO's vacation times with the vacation times in the approved Board calendar.

IV. Hours.

The City shall provide two (2) SRO's working forty (40) hours per week each. The specific hours of assignment shall be determined by the Chief of Police and the Superintendent of the Board or their designees and may change subject to mutual agreement of the parties. For purposes of this Memorandum of Understanding, it is anticipated that a regular school day at Seaview Elementary School shall be between 8:00 a.m. – 3:30 p.m. and a regular school day at Belhaven Middle School shall be between 7:45 a.m. – 3:15 p.m. subject to change as mutually agreed upon by the Superintendent and the Chief of Police. Unless mutually agreed upon by the Chief of Police and the Superintendent of the Board or their designees in advance, the SRO shall not be expected to be present to perform his duties during days that the schools are closed for student attendance (except for graduation which is required) such as vacations, holidays, and snow days although the SRO's presence may be required during teacher in-service days. It is understood that if the Class III Special Law Enforcement Officers are unavailable to work any day or any requested school function for any reason, the Linwood Police Department will not fill the vacant position.

V. Uniforms.

Unless engaged in activities for which a uniform would be inappropriate, the SRO shall wear a uniform approved by the Chief of Police which readily identifies him as a Police Officer of the City. The SRO shall carry a City issued firearm while performing his duties hereunder. The firearm will remain the property of the City but shall be utilized by the SRO during the term of this Agreement.

VI. Office.

The Board will provide the Linwood Police Department a secure office (substation) within the schools. No persons will be permitted within the substation without authorization from a member of the Linwood Police Department except for cleaning, maintenance and repair of the substation. The Board will supply internet access, a computer and printer allowing Police Officers to access the Linwood Police Department CAD System and other required sites necessary for the performance of the duties. The Board will also supply a desk, chairs and filing cabinet(s). This office will be keyed on the Linwood Police Department Key System.

VII. Duties.

While performing services at the District, the general duties of the SRO shall be set forth in Attachment "B" to this Memorandum of Understanding.

VIII. Overtime.

It is agreed that the Board will be financially responsible to reimburse the City for overtime services provided by the SRO at the hourly rate listed in Exhibit "A" Any such overtime shall be requested by the Superintendent or his designee and is subject to prior approval by the Chief of Police or his designee. Such overtime shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice, therefore.

IX. Training.

Unless the SRO assigned has previously attended the School Resource Training Program sponsored by the National Association of School Resource Officers, the SRO assigned shall attend the School Resource Officer Training program sponsored by the National Association of School Resource Officer which contains a forty (40) hour block of instruction emphasizing three (3) main areas of instruction: 1) functioning as a SRO in the school setting; 2) working as a resource and problem solver; and 3) the development of teaching skills. The cost of this training shall be paid by the Board and shall not exceed the amount described in Exhibit "A".

The SRO shall also receive such additional required training for SRO's as directed by the Chief of Police. All associated Police In-Service Training shall be provided by the Linwood Police Department through the department PowerDMS. The SRO shall be allotted time by the Board to complete such training, including semi-annual firearms qualifications. The Linwood Police Department will provide instructors and ammunition for firearms qualifications.

X. Indemnification.

The City shall and does hereby agree to indemnify the Board, its agents, employees, servants and/or contractors and save it and them harmless and shall defend it and them from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, in connection with any loss, claim or liability arising from or out of the performance of the SRO's work hereunder including, but not limited to, the SRO's negligent act or omission. It is the parties' intention that this indemnification provision shall be interpreted to be broad in nature, whereby the City agrees to indemnify the Board unless it is determined that that the Board was solely negligent.

XI. Insurance.

The City shall, at its own cost and expense, at all times during the Term of this Memorandum indemnify the Board as part of its administrative staff for the SRO's actions and in connection with the City's worker's compensation, general liability, legal liability, and/or umbrella insurance policies in effect, and shall name the Board as an additional insured or loss payee, as the case may be. The minimum coverage limits shall be maintained in accordance with the City's current policies in effect. The City shall provide the Board with a Certificate of Insurance showing the Board as an additional insured. The Certificate shall provide for ten (10) days written notice to the Board in the event of cancellation or material change of coverage. The Board shall reimburse the City for one-half (1/2) of the general liability and workers compensation premiums attributable to the two SRO's services pursuant to this Agreement, not to exceed the amount set forth in Exhibit "A". Such amount due shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

XII. Terms of Agreement.

The City, Board and SRO understand and agree that all work by SRO must conform and be done in accordance with the Uniform Memorandum of Understanding between the Education and Law Enforcement Officials and State and Federal law, the directives of the Attorney General of the State of New Jersey, the Atlantic County Prosecutor, the Commissioner of Education and State Board of Education, New Jersey and Federal law and the rules and regulations governing the operation of schools.

XI. Renewals.

The parties agree to meet in March of each calendar year to negotiate appropriate changes to the terms of this Agreement and to determine whether it will be extended for one or more additional school years. This Agreement shall be automatically renewed each year, upon the terms contained in the SSA and this Memorandum of Understanding, unless either party provides thirty (30) days written notice of its intent to terminate.

XIII. Cooperation.

The Board shall promptly advise the City of any issues related to the performance of this Agreement including the suitability and acceptability of the SRO. Similarly, the City shall promptly advise the Board of any issues related to the performance of this Agreement including concerns raised by the SRO. The parties shall work together in a cooperative manner to resolve such issues and concerns. Notwithstanding the foregoing, any issues and concerns that can only be resolved through the replacement of the assigned SRO, shall proceed pursuant to Section II above. In addition, the parties shall meet not less than bi-monthly to review, assess and plan.

XIV. Disputes.

In the event that any issue arises between the parties as to the terms of the Agreement, or the satisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The parties hereunder agree that if such binding arbitration or binding fact-finding procedures are required to settle any questions or disputes, that the Mayor of the City and

Linwood Board of Education shall mutually appoint a single arbitrator consistent with American Arbitration Association rules.

XV. No Agency.

Any party performing a service under this Agreement is the general agent of the other party on whose behalf such service is performed pursuant to this Agreement. Such agent party shall have full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this agreement, except as such powers are limited by the terms of this Agreement. Neither party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

This Memorandum of Understanding shall cover the period from September 1, 2023 to June 30, 2024.

Attest:

LINWOOD BOARD OF EDUCATION

Patty Swanson, Business Administrator/Board Secretary

Steven Evinski, President

Attest:

CITY OF LINWOOD

Leigh Ann Napoli, RMC, CMR,
MPA Municipal Clerk

Darren H. Matik, Mayor

Exhibit "A"
Financial Terms and Conditions

Hourly Rate for SRO	\$ 32.00
Social Security	\$2,511.00
Medicare	\$ 587.25
Workers Compensation Insurance	\$4,455.00
Unemployment	\$ 4.05
Uniform & equipment	\$1,200.00
Bullet resistant vest	\$1,006.00
Liability Insurance	\$ 500.00
School Resource Officer Training	\$ 350.00
Payroll Taxes for SRO	TBD based on compensation

Exhibit
"B"
School Resource Officer Job Description

The following lists provide examples of job duties of the School Resource Officer. They highlight, but are not limited to,

The three roles used to define what SRO's do in schools: Law Enforcement; Law Related Counselor; Law Related Education Teacher.

The close relationship SRO's must create and maintain with Principals; and

That SRO's must work closely with parents, students and members of the community.

Primary Duties

To prevent juvenile delinquency through close contact with students and school personnel.

To establish liaison with school principals, school security personnel, faculty and students.

To inform the students of their rights and responsibilities as lawful citizens.

To provide liaison between students and social agencies which provide needed services.

To act as a liaison resource to the principal in investigating criminal law violations occurring in the school or on school property.

To assist administration and faculty in formulating criminal justice programs.

To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school.

To participate in school activities and events when invited and feasible.

To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

To protect lives and property for the citizens and school students.

To enforce Federal, State and Local Criminal Laws and Ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.

To investigate criminal activity committed on school property.

To counsel students in special situations, such as students suspected of engaging in criminal activity, when requested by the principal or parent of the student.

To answer questions students may have about criminal or juvenile law.

To assist other law enforcement Officers with outside investigations concerning students attending the school.

Secondary Duties

Abide by school board policies and shall consult with and coordinate activities through the school principal but shall remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision.

Develop expertise in presenting various subjects.

Encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.

Refrain completely from functioning as a school disciplinarian. The School Resource Officer is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.

Attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions.

Confer with the principal to develop plans and strategies to prevent and / or minimize dangerous situations on or near school property or involving students at school-related activities.

Abide by school board policy and applicable law concerning interviews, should it be necessary to conduct formal interviews with students or staff on property or at school functions under the jurisdiction of the School Board.

Take law enforcement action as necessary and notify the principal of the school as soon as possible; whenever possible notify the principal before requesting additional enforcement assistance on school grounds.

Give assistance to Officer in matters regarding the duties of SRO's whenever necessary.

Coordinate with the principal and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.

RESOLUTION No. 131, 2023

A RESOLUTION AUTHORIZING AN ADDENDUM TO THE SHARED SERVICES AGREEMENT WITH THE LINWOOD BOARD OF EDUCATION FOR THE PROVISION OF TWO CLASS III SPECIAL LAW ENFORCEMENT OFFICERS FOR THE 2022-2023 SCHOOL YEAR

WHEREAS, by Resolution 149, 2022, the City of Linwood entered into an agreement with the Linwood Board of Education for the provision of two Class III Special Law Enforcement Officer for the 2022-2023 School Year; and

WHEREAS, an Addendum has been prepared to include work performed during the extended school year for the summer months of July and August which was not included in the terms of the Agreement; and

WHEREAS, the City of Linwood is desirous of authorizing the Mayor and Clerk to execute the aforementioned Addendum:

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Addendum to the Agreement to the Shared Services Agreement with the Linwood Board of Education for the Provision of the Two Class III Special Law Enforcement Officers for the 2022-2023 School Year;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute the Addendum to the Agreement with the Linwood Board of Education in accordance with the terms and conditions set forth therein;

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 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

ADDENDUM TO AGREEMENT

ADDENDUM TO AGREEMENT FOR THE 2022-2023 SCHOOL YEAR, by and between Linwood Board of Education, a body politic and corporate of the State of New Jersey, ("LBOE") and The City of Linwood, a municipal corporation of the State of New Jersey, ("Linwood").

AMENDMENT OF AGREEMENT

The Parties agree that Paragraph 4 of the Agreement is amended to add the following:

The Term shall include July 1, 2023 to August 30, 2023.

- 4a. The Class III officers' schedules shall follow the school calendar between the dates of September 1, 2022 and June 30, 2023 when schools are in session.
- 4b. The term may also include hours during the District's Extended School Year and Summer Programs for one Class III officer. The hours worked for this assignment will coincide with the District's hours for students in session at said programs in July and August. The agreement on these hours will be confirmed by both parties in writing prior to these hours being assigned.

SUPERSEDING EFFECT

The terms of this Addendum supersede the corresponding terms in the principal Agreement to the extent that a conflict exists. Except as expressly modified and amended herein, the terms, covenants, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly entered into and executed this Agreement as of the day and year first above written.

Linwood Board of Education

Patty Swanson
Business Administrator/Board Secretary

Steven Evinski
President

Leigh Ann Napoli, RMC
Municipal Clerk

Darren H. Matik
Mayor, City of Linwood

RESOLUTION No. 132, 2023

A RESOLUTION AUTHORIZING A FLASHING BEACON AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR ROUTE 9 MIDBLOCK PEDESTRIAN CROSSINGS, MP 35.78 & 35.93

WHEREAS, a traffic condition exists at the location of Route 9 Midblock Pedestrian Crossings, MP 35.78 & 35.93, in the City of Linwood, in the County of Atlantic, which requires the installation and operation of a flashing beacon system with pedestrian push buttons for two (2) midblock pedestrian crossings in order to minimize the possibility of accidents; and

WHEREAS, it is necessary to expedite the safe movement and conduct of pedestrian and vehicular traffic; and

WHEREAS, the State of New Jersey has indicated its willingness to install a flashing beacon system at said location; and

WHEREAS, the State of New Jersey has proposed a form of Agreement pertaining to maintenance of said flashing beacon system;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Mayor and City Clerk of the City of Linwood be and are hereby authorized to enter into an Agreement with the State of New Jersey, acting through its Commissioner of Transportation, for the purpose aforesaid, a copy of said Agreement being attached hereto and made a part hereof;

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
BUREAU OF TRAFFIC ENGINEERING
FLASHING BEACON AGREEMENT**

Route 9 Midblock Pedestrian Crossings, MP 35.78 & 35.93

City of Linwood, Atlantic County

THIS AGREEMENT, made the _____ day of _____ two thousand twenty-three (2023), between the City of Linwood, located at 400 Poplar Avenue, Linwood, NJ 08221 hereinafter referred to as **CITY**, and the State of New Jersey, acting through its Commissioner of Transportation, New Jersey Department of Transportation, located at 1035 Parkway Avenue, P.O. Box 600, Trenton, New Jersey 08625, hereinafter referred to as **STATE**, witnesses that:

WHEREAS, a traffic condition exists at Route 9 MP 35.78 & 35.93, in the City of Linwood, in the County of Atlantic, which requires the installation and operation of a flashing beacon system with pedestrian push buttons for two (2) midblock pedestrian crossings; and

WHEREAS, the **CITY** has expressed a willingness to cooperate with the **STATE** in achieving the overall objective of safe and efficient movement of traffic on the said highway; and

WHEREAS, it is the purpose of this Agreement to provide for the participation of the **CITY** and the **STATE** in the cost of installation, maintenance and operation of the said flashing beacon system at the intersection aforesaid; and

WHEREAS, the Commissioner, under the powers vested in her by law and as more particularly set forth in N.J.S.A. 27:1A-5 and 27:7-21, has determined that it is in the **STATE's** best interest to enter into this Agreement;

NOW, THEREFORE, in consideration of the covenants contained herein, and pursuant to all applicable federal, state, and local laws and ordinances, the **CITY** and the **STATE** agree as follows:

1. The **STATE** will determine the character, type, location, and operation of the flashing beacon system in accordance with N.J.S.A. 39:4-120.
2. The **STATE** will provide all necessary material and equipment and will perform all labor, by its own or by contract forces, necessary to the installation of the flashing beacon system.

Flashing Beacon Agreement
Route 9 Midblock Pedestrian Crossings, MP 35.78 & 35.93
City of Linwood, Atlantic County

3. The **CITY** shall maintain or replace the lane and pavement markings and signs within its jurisdiction in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. The **STATE** will maintain and replace the lane and pavement markings and signs within the **STATE**'s jurisdiction.
4. The **CITY** shall allow the placement of any facility associated with the flashing beacon system within areas of its jurisdiction, where necessary, and further agree to allow the **STATE**, with its own or contract forces, to perform maintenance on these facilities or to open roadways or other areas under its jurisdiction, without the need for permits.
5. The **CITY** shall pay all cost for the future relocation or removal and reinstallation of any portion of the flashing beacon system, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, resurfacings, widenings and corner radius changes, authorized or effectuated by the **CITY**.
6. The **STATE** will pay all costs for the future relocation or removal and reinstallation of any portion of the flashing beacon system, if the relocation or removal and reinstallation of this equipment is made necessary by changes, such as excavations, resurfacings, widenings and corner radius changes, authorized or effectuated by the **STATE**.
7. The **STATE** reserves the right to terminate this Agreement, for cause or for convenience, upon six months' written notice of its intention to terminate, which notice shall be served upon the Clerk of the **CITY**. However, upon a determination by the **STATE** that emergency conditions exist, the **STATE** may terminate this Agreement with less than the six months' notice specified above.
8. The **CITY** shall, at its own expense, provide through the utility company the electric current necessary to the operation of the flashing beacon system.
9. The **STATE** will, at its own expense, periodically inspect and maintain the complete installation, including the relamping thereof.
10. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **CITY** shall be responsible for personal injuries and property damage caused by the actions of the **CITY** and its employees, which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
11. Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the **STATE** shall be responsible for personal injuries and property damage caused by the actions of the **STATE** and its employees, which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
12. The **CITY** shall cause to be provided, upon 72 hours' written notice to the Clerk of the **CITY** by the **STATE**, police to direct traffic during inspection of, or repairs related to the flashing beacon system. Further, the **CITY** shall cause police to be provided to direct traffic during emergency repairs, on telephonic notice to the **CITY** by the **STATE**.
13. In the event that the **CITY** fails to make any payments required hereunder to the **STATE**, the **CITY** authorizes the **STATE**, without the need for prior notice, to deduct the amount of such payment due from any funds payable or to be payable by the Department of Transportation to the **CITY**.
14. Written notice shall be sent, when required, by certified mail, return receipt, to the addresses set forth above, or to such other address or addresses as is set forth, in writing, in any notice of change of address, which has been sent to all parties of this Agreement.

**Flashing Beacon Agreement
Route 9 Midblock Pedestrian Crossings, MP 35.78 & 35.93
City of Linwood, Atlantic County**

15. The **CITY** shall provide the necessary resolution authorizing it to enter into this Agreement.
16. This Agreement shall not become binding on any party until it is fully executed by the Commissioner of Transportation or designee.
17. This Agreement is subject to appropriations and the availability of funds to the **STATE**.

END OF TEXT

**Flashing Beacon Agreement
Route 9 Midblock Pedestrian Crossings, MP 35.78 & 35.93
City of Linwood, Atlantic County**

IN WITNESS WHEREOF, all parties have caused this instrument to be Signed, Attested, and Seal Affixed.

ATTEST/WITNESSED/AFFIX SEAL

CITY OF LINWOOD

**Leigh Ann Napoli
Municipal Clerk**

By: _____
**Darren Matik
Mayor**

Date: _____

Date: _____

ATTEST/WITNESSED/AFFIX SEAL

STATE OF NEW JERSEY

**Anika James
Department Secretary
New Jersey
Department of Transportation**

Approved:
By: _____
**Parth Oza, P.E.
Assistant Commissioner
Capital Program Management**

Date: _____

Date: _____

**This Agreement has been reviewed
and approved as to form.**

**Matthew J. Platkin
Attorney General of New Jersey**

By: _____
**Nonee Lee Wagner
Deputy Attorney General**

Date: _____

RESOLUTION No. 133, 2023

A RESOLUTION AUTHORIZING THE HIRING OF ALEX JAMES GALLAGHER AND JUSTIN MICHAEL BARRETTA AS SPECIAL LAW ENFORCEMENT OFFICERS, CLASS II, FOR THE CITY OF LINWOOD

WHEREAS, the City of Linwood is desirous of hiring Special Law Enforcement Officers, Class II; and

WHEREAS, recommendations have been received to hire Alex James Gallagher and Justin Michael Barretta to fill such vacancies;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that Alex James Gallagher and Justin Michael Barretta are hereby hired as Special Law Enforcement Officers, Class II, effective September 11, 2023 at an hourly rate of \$21.00 as provided for in the Linwood Salary Ordinance and all amendments thereto.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon satisfactory completed psychological, physiological, and background checks on Alex James Gallagher and Justin Michael Barretta.

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 9th day of August, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____