

**LINWOOD COMMON COUNCIL
CAUCUS AGENDA
February 8, 2017
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 DePamphilis __ Mr. Beinfest _____ Mrs. DeDomenicis _____
 Mr. Ford _____ Mr. Gordon _____ Mr. Heun _____
 Mr. Matik _____ Mr. Paolone _____

Also Present: Mr. Youngblood ____ Mrs. Napoli ____ Mr. Polistina ____

2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilman Beinfest
 - A. Neighborhood Services
5. Councilwoman DeDomenicis
 - A. Public Works
6. Councilman Ford
 - A. Planning & Development
 1. Resolution approving temporary signage for Living Well Chiropractic and Fitness
7. Councilman Gordon
 - A. Engineering
8. Councilman Heun
 - A. Public Safety
 1. Resolution approving the certification of qualified volunteers for LOSAP
9. Councilman Matik
 - A. Revenue & Finance
10. Councilman Paolone
 - A. Administration
 1. Resolution authorizing the issuance of a Raffle License, #2017-03, to Faces 4 Autism
 2. Resolution authorizing the issuance of a Bingo License, #2017-02, to Linwood Nursery School
11. Mr. Youngblood
 - A. Ordinance granting consent to Verizon Wireless to locate and operate small network nodes in the public right of way in the City of Linwood – first reading
 - B. Resolution authorizing the execution of a Separation Agreement with John M. Henchy, Jr.

ORDINANCE NO. 1, 2017

AN ORDINANCE GRANTING CONSENT AND PERMISSION TO VERIZON WIRELESS TO LOCATE AND OPERATE SMALL NETWORK NODES IN THE PUBLIC RIGHT OF WAY IN THE CITY OF LINWOOD.

WHEREAS, Cellco Partnership d/b/a Verizon Wireless, ("Verizon Wireless"), is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

WHEREAS, Verizon Wireless has entered into agreements with parties that have the lawful right to maintain poles in the public right-of-way pursuant to which Verizon Wireless may use such poles erected within the public right-of-way in the City of Linwood; and

WHEREAS, New Jersey law permits such use provided that there is the consent of the relevant municipality;

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

Section 1. Permission and authority are hereby granted to Verizon Wireless and its successors and assigns, to use poles erected by parties that have the lawful right to maintain poles within the public right-of-way in the City of Linwood, subject to the following:

- A. Verizon Wireless, and its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements related to the use of the public right-of-way.
- B. Verizon Wireless, and its successors and assigns, shall comply with all applicable Federal, State, and Local laws requiring permits prior to beginning construction, and shall obtain any applicable permits that may be required by the City of Linwood.
- C. Such permission be and is hereby given upon the condition and provision that Verizon Wireless, and its successors and assigns, shall to the fullest extent permitted by law, defend, pay on behalf of, indemnify, and hold harmless the City of Linwood, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the City of Linwood against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Linwood, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the City of Linwood, by reason of personal damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract,

except to the extent resulting from the acts or omissions of the City of Linwood.

- D. Verizon Wireless shall, at its own cost and expense, maintain commercial general liability insurance in the amount of \$3,000,000 combined single limit per occurrence and automobile insurance with combined single limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. Workers compensation insurance in compliance with the statutory requirements of the state(s) in which work is performed. The City of Linwood shall be included as an "Additional Insured" as their interests may appear under this agreement on all general liability policies. Nothing in this section shall limit Verizon Wireless's liability in any way.
- E. Verizon Wireless shall be responsible for the repair of any damage to paving, existing utility lines, or any surface or subsurface installations, arising from its construction, installation or maintenance or its facilities.
- F. This instrument shall be adopted on behalf of the City of Linwood by the City Council of the City of Linwood and attested to by the Municipal Clerk who shall affix the City of Linwood Seal thereto.
- G. The permission and authority hereby granted shall continue for the same period of time as the grant to parties whose poles Verizon Wireless is using.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by any Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

Section 4. This Ordinance shall take effect immediately upon posting, publication, final passage in the manner prescribed by law, and acceptance by South Jersey Gas Company.

STATEMENT

This Ordinance authorizes Verizon Wireless to use poles erected within the public right-of-way of the City of Linwood by parties that have the lawful right to maintain such poles.

FIRST READING: February 8, 2017
PUBLICATION: February 13, 2017
PASSAGE: February 22, 2017

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on February 8, 2017 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on February 22, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR



512 E. Township Line Road
Blue Bell, PA 19422

November 8, 2016

City of Linwood
ATTN: Leigh Ann Napoli, City Clerk
400 Poplar Avenue
Linwood, NJ 08221

Dear Ms. Napoli:

Verizon Wireless is in the process of planning to upgrade and enhance its network for 2017 by deploying small network nodes in the public right-of-way. Part of the planning process includes securing the permissions necessary for that deployment.

Obtaining consent from municipalities to locate and operate in the right-of-way is the first level of permission that Verizon Wireless seeks. Verizon Wireless would like to receive non-site specific consent granting permission to locate and operate in the right-of-way in the City of Linwood by attaching to existing and new utility poles, and would later obtain any required site specific consents for each node through the building departments. As such, Verizon Wireless is requesting consent from the City Council of the City of Linwood to use facilities lawfully erected in the public right-of-way for small network nodes, and respectfully requests to be placed on the next available agenda for consideration of this request by the City Council.

To facilitate this request, Verizon Wireless has provided a fact sheet with details of the proposal, a proposed form of resolution for adoption by the City Council and relevant statutes for reference.

By way of the above, Verizon Wireless hereby submits this application for authorization by the City Council of the City of Linwood to locate and operate small network nodes in the public right of way by attaching to existing and new utility poles.



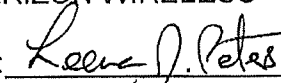
Verizon Wireless hereby authorizes employees of Tilson Technology Management, Inc. to deliver this request, to represent Verizon Wireless at meetings of the City Council and to discuss this proposal with officials of the City of Linwood.

Questions about this proposal can be directed to William Flanagan at (732) 817-1177, or wflanagan@tilsontech.com. Notices regarding this proposal and hearing date should be sent electronically to wflanagan@tilsontech.com, or by mail to:

Tilson
ATTN: William Flanagan
5 East 1st Street, 2nd Floor
Clifton, NJ 07011

VERIZON WIRELESS

By:


Leena Peters

Implementation Manager

Date: 11/8/16



Fact Sheet

What is Verizon Wireless Planning in the City of Linwood?

Verizon Wireless is deploying small network nodes in the municipal and county rights-of-way in New Jersey, which enables it to increase coverage and network data capacity. Small network nodes are a low-powered wireless technology that involves the use of antennas, two to three feet long, and radio cabinets, approximately 20-inches wide and 55-inches tall, which are mounted on existing or new utility poles or light poles which are lawfully erected in the public right-of-way. These network nodes augment the coverage from new and existing tower and rooftop sites, providing signal in terrain challenged areas. They are also an important part of Verizon Wireless' capacity focused mobile network. These small network nodes will help provide residents, commuters, and emergency responders in The City of Linwood access to the next generation of wireless networks, and a roadmap toward upcoming emerging wireless technologies like 5G.

Small network nodes are typically deployed in areas that have some existing Verizon Wireless service, but where the coverage needs to be augmented. Capacity may also be exhausted at various times due to high demand when there are many users performing high-data usage functions (streaming video, uploading files, sending photos, using GPS, etc.). This sector exhaust is likely to increase as the technology used by network subscribers on multiple devices becomes exponentially more sophisticated. Without reliable coverage or when sector exhaust occurs Verizon Wireless network users will have insufficient network access, leading to dropped calls, a potential degradation of 911 services, and the inability to access applications, email, internet and GPS, all of which have potential impacts on public safety.

Small network nodes can be used to offload data capacity from the existing sites, freeing them up for others trying to make phone calls and use data anywhere within their radio frequency footprint. They can also be used to augment coverage from the existing macro network. In this way small network nodes complement macro sites, but are not a substitute for them. Small network nodes are located near street level where they can serve high traffic areas such as outdoor recreation facilities, homes, heavily-traveled roadways and intersections. The functional distance of a small network node is dictated by line of sight, and is limited by its low power.

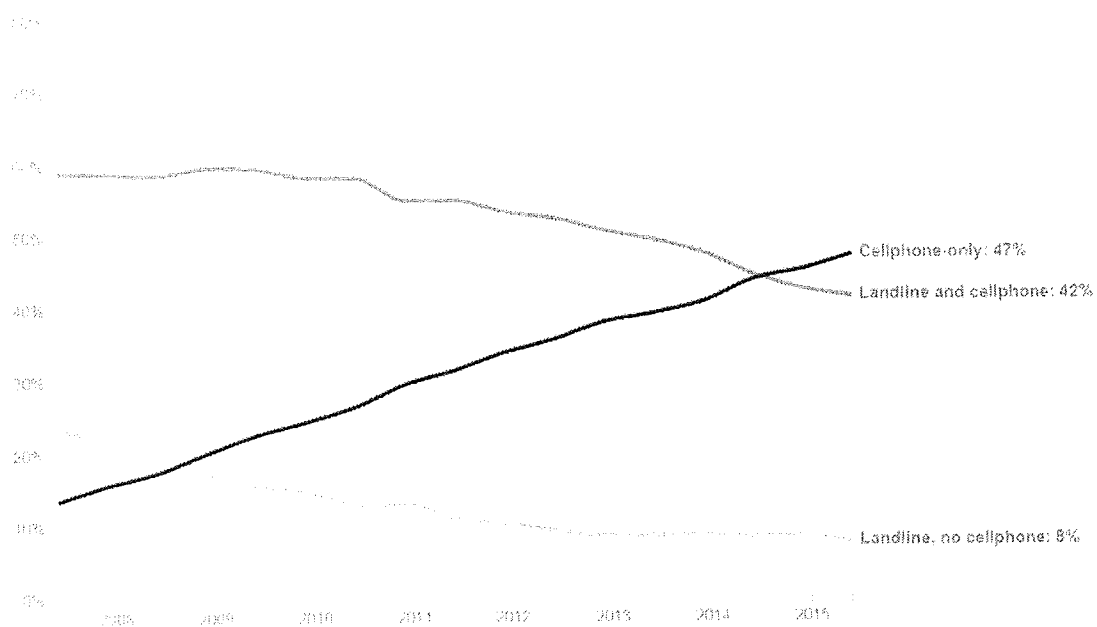
The consent that Verizon Wireless is seeking from The City of Linwood is permission to operate in the public right of way. This consent will not allow Verizon Wireless to construct nodes without site-specific review by the building department.

Why are Small Network Nodes so Important?

Small network nodes fill in coverage and capacity gaps created by both sector exhaust and by the inability of larger macro sites to fill in those small gaps. Providing network coverage and data capacity to all users in both their homes and on the road is increasingly important. Between 2014 and 2015 the number of “wireless only” homes surpassed the number of homes with both landline and cell phone connectivity.

The Rise Of The Cellphone-Only Household

Share of households, by type of phone



Source: CDC/NCHS, National Health Interview Survey

Credit: <http://www.pewresearch.org>

Additionally, the National Highway Traffic Administration reported in February, 2016 that 76% of all 911 calls originate from a cell phone. Having a strong wireless network is not just for convenience, but is also necessary for public safety.

The use of wireless devices is increasing exponentially. In the United States there are 355 million wireless devices in use by 319 million residents (CTIA, June 2015). The demand for wireless data services has nearly doubled over the last year, and is expected to grow 650% between 2013 and 2018 (Cisco, VNI Mobile Forecast Highlights, 2013-2018). The increased use of smart phones, tablets, health monitors and other wireless devices in everyday life relies on the Verizon Wireless Network. Small cell networks will add coverage and capacity and improve in-building coverage, voice quality, reliability and data speeds for The City of Linwood residents, businesses, first responders and visitors using the Verizon Wireless Network. Having adequate coverage has become a necessity of daily life and for public safety.

Are Small Network Nodes Safe?

The FCC, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration and the Occupational Safety and Health Administration, has developed safety standards designed to protect against adverse health effects. The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to radio frequency (RF) biological effects. The FCC explains that its standards “incorporate prudent margins of safety.” It explains further that “radio frequency emissions from antennas used for cellular and PCS transmissions result in exposure levels on the ground that are typically thousands of times below safety limits.”

The FCC provides information about the safety of RF emissions from wireless base stations on its website at: <http://www.fcc.gov/oet/rfsafety/rf-faqs.html>. In general, due to their small size, low wattage and limited coverage, emissions from small network nodes are a small fraction of FCC-permitted levels in any publicly accessible area.

Where are Small Network Nodes Placed?

Small Network Nodes are most often attached to wood utility poles in the public right-of-way. Verizon Wireless always looks to attach to existing utility poles as a first option, however, due to utility company restrictions, only a small percentage of existing utility poles meet the requirements for attachment. In situations where, because of utility company requirements, Verizon Wireless cannot attach to existing wood utility poles they will request that a public utility set a new pole for their use. The pole will be set in the public right-of-way, and will be of the same size and type that the public utility is permitted to set in the area so as not to be out of character with the current infrastructure.

In locations where there are no existing wooden utility poles, such as downtown areas or newer subdivisions with underground utilities, Verizon Wireless will not place new wooden poles, and would instead seek to have placed new or replacement stealth fixtures that integrate the small network node equipment into a streetlight structure. This would be a different phase of the development and Verizon Wireless would approach the municipality with a new proposal for this type of development.

Photographic representations of all of the above-referenced small network node deployment types are provided on the following pages.

Verizon Wireless Small Network Node on Existing Wood Utility Pole



Verizon Wireless Small Network Node on a New Wood Utility Pole



What is Verizon Wireless seeking from The City of Linwood?

A provision of the New Jersey Public Utility Act, N.J.S.A. 48:3-18 (copy enclosed), permits any company (not necessarily public utilities) to use poles that have been lawfully erected in the public right-of-way. Where the second company is not itself a franchised utility, which is the case with Verizon Wireless, the consent of the municipality is required under N.J.S.A. 48:3-19 (copy enclosed). A form of proposed resolution for adoption to formalize such consent is attached.

Can The City of Linwood Reject the Request?

Under Federal law, specifically Section 253 of the Federal Telecommunications Act, 47 U.S.C. 253 (copy enclosed), the municipality may not withhold approval, but it may impose reasonable conditions, such as requiring insurance and repair to any damage caused, which have been included in the attached proposed resolution.

What Sort of Fee is Allowable?

The City of Linwood may not impose a tax on these facilities, but it is entitled to recover the reasonable costs for actual services that it incurs in reviewing and approving Verizon Wireless' request. The relevant state statute is N.J.S.A. 54:30A-124 (copy enclosed).

What is Verizon Wireless **NOT** seeking to do in The City of Linwood?

Verizon Wireless is aware that many wireless service providers and other telecommunications infrastructure providers are also seeking consent from municipalities in New Jersey to install wireless transmitting equipment in the public rights of way. Understanding the visual sensitivities of residents and City leaders, Verizon Wireless is committed to first, using existing infrastructure, and second, only installing new infrastructure when necessary, and ensuring that any new infrastructure is in character with the existing streetscape. Additionally, Verizon Wireless will not install new wood poles that are substantially taller (10%) than existing utility poles, or install utility poles made of steel or other non-wood material in an area with existing wood utility poles.

Verizon Wireless is seeking this consent exclusively for their own equipment to provide services to customers using the Verizon Wireless network. The consent from the municipality will not be used by Verizon Wireless to construct infrastructure to be leased to others.

RESOLUTION No. 38, 2017

A RESOLUTION APPROVING TEMPORARY SIGNAGE FOR LIVING WELL CHIROPRACTIC AND FITNESS

WHEREAS, the owner of Living Well Chiropractic and Fitness has requested permission for one temporary sign, measuring 4" x 8', advertising the opening of their new business at 1201 New Road in the City of Linwood; and

WHEREAS, 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 one temporary sign, measuring 4" x 8', advertising the opening of their new business is hereby granted to Living Well Chiropractic and Fitness based on the following conditions;

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

BE IT FURTHER RESOLVED, that the signs shall be permitted for a period of ninety days beginning on February 9, 2017 and ending on May 10, 2017.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of February, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of February, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Living Well

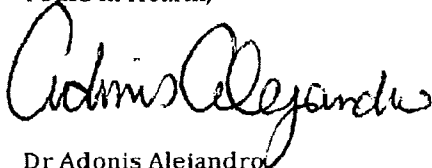
Chiropractic & Fitness

January 25, 17

To Whom It May Concern:

I am writing this letter to seek a 90-day extension on my temporary sign for 1201 New Road for my private chiropractic business in Cornerstone. My business was originally approved from August 1st to October 30, 2016. A certificate of occupancy was not issued until November 22, 2016, because of this reason I was not able to conduct business until November 23, therefore I am requesting an extension to help our clients and future clients locate us at the Cornerstone building. I would like to thank you in advance for your cooperation in this matter; I look forward to being a productive member of the Linwood community.

Yours in Health,



Dr Adonis Alejandro

RESOLUTION No. 39, 2017

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2017-03,
TO FACES 4 AUTISM

WHEREAS, Faces 4 Autism has applied for a Raffle License, to conduct games on March 11, 2017; and

WHEREAS, Faces 4 Autism 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 508-4-41398;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to Faces 4 Autism 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 8th day of February, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of February, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 40, 2017

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BINGO LICENSE, #2017-02, TO
LINWOOD NURSERY SCHOOL

WHEREAS, Linwood Nursery School has applied for a Bingo License,
to conduct games on April 1, 2017; and

WHEREAS, Linwood Nursery School 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 257-5-39985;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood that a Bingo License be issued to Linwood Nursery School
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 8th day of
February, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 8th day of February, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

RESOLUTION No. 41, 2017

A RESOLUTION AUTHORIZING THE EXECUTION OF A SEPARATION AGREEMENT WITH
JOHN M. HENCHY, JR.

WHEREAS, John M. Henchy, Jr. is an employee of the City of
Linwood; and

WHEREAS, the terms and conditions of a Separation Agreement
between John M. Henchy, Jr. and the City of Linwood have been reached
and have been embodied into a written document; and

WHEREAS, the Common Council of the City of Linwood is desirous of
authorizing the execution of said Separation Agreement on behalf of
the City of Linwood;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood that the Separation Agreement between John M. Henchy, Jr.
and the City of Linwood be and is hereby approved;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are
hereby duly authorized, empowered and directed to execute the
aforesaid Separation Agreement on behalf of the City of Linwood with
John M. Henchy, 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 8th day of
February, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 8th day of February, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

SEPARATION AGREEMENT

This Contract is made effective as of February 8, 2017, between the **CITY OF LINWOOD**, a Municipal Corporation of the State of New Jersey (hereinafter the "City") and **JOHN M. HENCHY, JR.** (hereinafter the "Employee")

RECITALS

A. WHEREAS, the City provides police services to the residents of the City of Linwood through the Linwood Police Department.

B. WHEREAS, the Employee is presently employed by the City as a Sergeant of the Linwood Police Department and has completed fifteen (15) years of service with the City of Linwood Police Department; and

C. WHEREAS, the Mayor and Governing Body of the City recognize the services that the Employee has provided to the City; and

D. WHEREAS, the City, while providing for the continued services of the Employee, is desirous of entering into a Separation Agreement with the Employee that shall embody in writing certain separation arrangements; and

E. WHEREAS, the Employee is desirous of entering into a Separation Agreement on the terms and conditions herein provided.

NOW, THEREFORE, in order to affect the foregoing arrangements, the City and Employee wish to enter into a Separation Agreement on the terms and conditions set forth herein. Accordingly in consideration of the promises and the respective covenants and agreements of the parties herein contained and intending to be legally bound hereby, the City and Employee agree as follows:

1. Incorporation of Recital Clauses. The Recital Clauses of this Agreement are hereby incorporated by reference and made a part hereof.

2. Purpose. The City and the Employee acknowledge and agree that this Contract shall not be construed or interpreted as a contract of employment between the Parties nor shall the terms and conditions thereof constitute or be considered a “past practice” as to the City. However, this Contract shall be binding upon the Parties hereto. The purpose of this agreement is to set forth a date and the terms of separation of the Employee from the City of Linwood, in confirmation of those terms as enumerated in the Agreement between the City of Linwood and New Jersey State Policemen’s Benevolent Association, Inc., Mainland Local No. 77 (Linwood Rank and File) dated January 1, 2016 through December 31, 2021.

3. Services. The Employee agrees to serve in the capacity as Sergeant for the Linwood Police Department during the term of this agreement as set forth in Paragraph 4 hereof.

4. Date of Separation. The Employee’s services for the City of Linwood as Police Sergeant shall cease on the close of business on May 31, 2017.

5. Separation Clause. The Employee’s services hereunder shall cease on the Date of Separation. After the Date of Separation, the City shall continue to provide to the Employee all benefits that are provided to retired police officers under the Agreement between the City of Linwood and New Jersey State Policemen’s Benevolent Association, Inc., Mainland Local No. 77 (Linwood Rank and File) (January 1, 2016 through December 31, 2021), unless otherwise provided herein. The City shall not pay to the Employee any compensation after May 31, 2017 unless provided otherwise herein.

A. Following the Date of Separation, the Employee will complete new applications for the retiree medical plans and will be removed from the current plan. Thereafter,

the Employee's medical benefits, including those of his family, will be in accordance with the terms and conditions of the retiree plan, as set forth under the Agreement, dated August 15, 2016, between the City of Linwood and New Jersey State Policemen's Benevolent Association, Inc., Mainland Local No. 77 (Linwood Rank and File), Article XXV, Section C, despite the fact that Employee has not served twenty-five (25) years with the Linwood Police Department. The City shall not make any voluntary changes in the plans or arrangements, which would adversely affect Employee's rights or benefits thereunder. However, the City shall have the right to unilaterally change the health care/medical coverage plan consistent with what is provided to the Linwood Rank and File under the existing or future Collective Bargaining Agreements with the New Jersey State Policemen's Benevolent Association, Inc., Mainland Local No. 77, provided that Employee and Employee's family shall receive continued health benefits, equal to or better than those provided during employment.

6. Miscellaneous.

A. Waiver and Modification. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Employee and by the Mayor with the consent of the City Council. Except as otherwise provided herein, no waiver by either party hereto at any time of any breach by the other party hereto or if compliance with any condition or provision of this Contract to be performed by such party shall be deemed a waiver of similar or dissimilar provision or conditions of the same or at any prior or subsequent time.

B. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto with respect to the matters referred to herein. No other agreement relating to the terms of the Employee's employment by the City, oral or otherwise, shall be

binding between the parties unless it is in writing and signed by the party against whom enforcement is sought. There are no promises, representations, inducements or statements between the parties other than those expressly contained herein. The Employee acknowledges that he is entering into this Contract of his own free will and accord, and with no duress, that he has read this contract and that he understands its legal consequences.

C. Governing Law. The laws of the State of New Jersey shall govern the validity, interpretation, construction and performance of this Contract, apply without reference to principals of conflict of laws.

D. Arbitration. Any dispute or controversy arising under or in connection with this Contract shall be resolved by binding arbitration. The arbitration shall be held in Atlantic County, New Jersey and all costs shall be shared equally by the Parties. Except to the extent inconsistent with this Contract, arbitration shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association then in effect at the time of arbitration, and otherwise in accordance with the principals that would be applied by a court of law or equity. The arbitrator shall be acceptable to both the City and the Employee. Judgment may be entered on the arbitrators' award in any court having jurisdiction under Paragraph 10(F).

E. Validity. The invalidity or unenforceability of any provision or provisions of this Contract shall not affect the validity or enforceability of any other provisions of this Contract, which shall remain in full force and effect to the fullest extent of the law. In the event any section or provision of this Contract shall be deemed to be invalid or unenforceable by a Court of competent jurisdiction, or an administrative body having jurisdiction, the parties hereto shall attempt to agree upon replacement language to give effect to the intent of the parties

and, if replacement language can't be agreed upon, recourse may be sought by either party in accordance with Paragraph 7(D).

F. Place of Suit, Waiver of Right to Change Venue. This Contract is executed in the City of Linwood, State of New Jersey and shall be construed under the laws of the State of New Jersey. The parties hereto agree that any action relating to this Contract or the enforcement thereof, where permitted herein, shall be instituted and prosecuted in the courts of the County of Atlantic, State of New Jersey, and each party hereto waives the right to change venue.

G. Representations by the City. The City represents and warrants that the execution of this Contract by the City has been duly authorized by the appropriate resolution of the City Council.

10. Paragraph Headings. Paragraph headings are included herein for convenience and are not intended to affect in anyway the meaning or interpretation of this Separation Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

ATTEST:

CITY OF LINWOOD

City Clerk

BY: _____
RICHARD L. DEPAMPHILIS, III, MAYOR

WITNESS:

BY: _____
JOHN M. HENCHY, JR.

RESOLUTION No. 42, 2017

A RESOLUTION APPROVING THE CERTIFICATION OF QUALIFIED VOLUNTEERS
FOR LOSAP

WHEREAS, the Linwood Volunteer Fire Company has certified a list of volunteer members who have qualified for credit under the LOSAP program for 2016 pursuant to N.J.A.C. 5:30-14.10; and

WHEREAS, the certification has been submitted to the Common Council of the City of Linwood for approval, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the certification has been reviewed and recommendations have been made to approve said certification;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the attached certification of qualified volunteers for LOSAP be and is hereby approved.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded forthwith to the Linwood Volunteer Fire Company.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 8th day of February, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of February, 2017.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

Linwood Volunteer Fire Company, #1

2016 LOSAP Qualified Fire Fighters

Biel Jon

Buzby David

Carty Michael

Dilks Wayne

Kisby Charles

Ott Ellsworth

Poley Timothy

Walley Martin, Sr.

Submitted Charles E. Kisby III

LOSAP committee LFC#1

02/03/2017

I