

**LINWOOD COMMON COUNCIL
CAUCUS AGENDA
November 23, 2021
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. Byrnes _____ Mrs. DeDomenicis _____
 Mr. Ford _____ Mr. Gordon _____ Mr. Levinson _____
 Mr. Michael _____ Mr. Paolone _____

 Professionals: Mr. Youngblood _____ Mr. Polistina _____ Mrs. Napoli _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilwoman Byrnes
 - A. Neighborhood Services
5. Councilwoman DeDomenicis
 - A. Public Works
6. Councilman Ford
 - A. Planning, Engineering, & Development
7. Councilman Gordon
 - A. Planning, Engineering, & Development
8. Councilman Levinson
 - A. Revenue & Finance
 1. Resolution authorizing the refund of various tax overpayments
9. Councilman Michael
 - A. Public Safety
 1. Resolution authorizing an Agreement for Shared Emergency & Non Emergency Dispatch Services for the municipalities of the City of Linwood and the Township of Egg Harbor
10. Council President Paolone
 - A. Administration
 1. Resolution scheduling the 2022 Reorganization meeting
 2. Resolution scheduling paid Holidays for 2022
11. Solicitor's Report
 - A. Resolution authorizing the cancellation of taxes and refund of a tax overpayment for Block 110 Lot 1.01 located at 4 E. Glenside Avenue

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
November 23, 2021**

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 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.

- | | |
|-----------------|---|
| 30-2021 | A Resolution authorizing the cancellation of taxes and refund of a tax overpayment for Block 110 Lot 1.01 located at 4 East Glenside Avenue in the City of Linwood |
| 182-2021 | A Resolution scheduling the 2022 Reorganization Meeting of the Common Council of the City of Linwood |
| 183-2021 | A Resolution authorizing and scheduling paid Holidays for Calendar Year 2022 |
| 184-2021 | A Resolution authorizing the refund of various tax overpayments made by Corelogic Mortgage |
| 185-2021 | A Resolution authorizing an Agreement for Shared Emergency and Non Emergency Dispatch Services for the municipalities of the City of Linwood and the Township of Egg Harbor |

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

RESOLUTION No. 30, 2021

A RESOLUTION AUTHORIZING THE CANCELLATION OF TAXES AND REFUND OF A TAX OVERPAYMENT FOR BLOCK 110 LOT 1.01 LOCATED AT 4 EAST GLENSIDE AVENUE IN THE CITY OF LINWOOD

WHEREAS, Steven Peled is the owner of Block 110 Lot 1.01 located at 4 East Glenside Avenue in the taxing district of the City of Linwood; and

WHEREAS, Steven Peled was granted a minor subdivision by the Linwood Planning Board to create the subject lot, but failed to satisfy certain conditions required by the Board to complete the subdivision approval; and

WHEREAS, the City of Linwood erroneously taxed this lot for approximately 13 years with all taxes having been paid by the owner; and

WHEREAS, Steven Peled filed a Complaint in Tax Court under Correction of Error, N.J.S.A. 54:51A-7, which allows a property owner to receive a refund for over payments for a maximum period of three years; and

WHEREAS, the Tax Assessor has settled this case resulting in an overpayment of taxes in the total amount of \$11,920.19 for calendar years 2018, 2019 and 2020;

WHEREAS, the City of Linwood must refund the overpaid taxes in the amount of \$11,920.19 that was collected from Steven Peled for the 2018, 2019 and 2020 property taxes due to the fact that the subject lot was never legally created and does not exist;

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 Hank N. Rovillard, Esquire, LLC Trust Account, in the amount of \$11,920.19, which is the amount of the overpayment of 2018, 2019 and 2020 taxes by 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 23rd day of November, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 23rd day of November, 2021.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 182, 2021

A RESOLUTION SCHEDULING THE 2022 REORGANIZATION MEETING OF
THE COMMON COUNCIL OF THE CITY OF LINWOOD

WHEREAS, the Open Public Meetings Act (CH 231, PL 1975) provides for advance notice to the public for meetings of the Common Council;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the 2022 Reorganization Meeting of the Common Council of the City of Linwood shall be held on Monday, January 3, 2022 at 6:00 P.M. at Linwood City Hall;

BE IT FURTHER RESOLVED, that a copy of this Resolution be duly posted in the Linwood City Hall in accordance with the Open Public Meetings Act of 1975 and that said Resolution be forthwith mailed to the Mainland Journal and The Press by the Municipal Clerk.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at the Regular Meeting of the City of Linwood, held this 23rd day of November 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of November 2021.

LEIGH ANN NAPOLI, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 183, 2021

A RESOLUTION AUTHORIZING AND SCHEDULING PAID HOLIDAYS FOR
CALENDAR YEAR 2022

WHEREAS, Ordinance 14 of 2010 authorizes the Common Council of the City of Linwood to schedule paid holidays for each calendar year; and

WHEREAS, the Common Council of the City of Linwood wishes to schedule all paid holidays for calendar year 2022;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood, County of Atlantic, State of New Jersey hereby authorizes that the following days shall be paid holidays in the City of Linwood for calendar year 2022:

New Year's Day	01/03/22	Monday
Martin Luther King, Jr. Day	01/17/22	Monday
Presidents Day	02/21/22	Monday
Good Friday	04/15/22	Friday
Memorial Day	05/30/22	Monday
Independence Day	07/04/22	Monday
Labor Day	09/05/22	Monday
Columbus Day	10/10/22	Monday
Election Day	11/08/22	Tuesday
Veteran's Day	11/11/22	Friday
Thanksgiving Day	11/24/22	Thursday
Day after Thanksgiving	11/25/22	Friday
Christmas Day	12/26/22	Monday

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at the Regular Meeting of the City of Linwood, held this 23rd day of November 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of November 2021.

LEIGH ANN NAPOLI, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 184, 2021

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

WHEREAS, certain owners of real estate situated in the tax district of the city of Linwood have paid their 2021 property taxes in accordance with the provisions of the statute so made and provided; and

WHEREAS, certain property owners have overpaid their 2021 property taxes due to duplicate payments made by CoreLogic Mortgage in the amounts set forth on the list attached hereto and made part of; and

WHEREAS, CoreLogic has requested the refunds of the 2021 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 CoreLogic, CoreLogic Refunds Dept., PO Box 9202, Coppel, TX 75019 in the amount of the overpayments \$9,639.67 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 the Regular Meeting of the City of Linwood, held this 23rd day of November 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of November 2021.

LEIGH ANN NAPOLI, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



Good Morning

Mentioned below are properties that have overpayments made on them please refund the excess payment to CoreLogic at

CoreLogic Refunds Dept

PO Box 9202, Coppell, TX 75019

Block	Lot	qualifier	Name	Original bill	Paid amount	Balance OVER PAID
1	45.02	C22	WALKER JENNIFER	\$ 6826.16	\$8551.63	\$1725.47
107	6		GAGLIARDI MICHELLE	\$7486.06	\$9378.33	\$1892.27
148	14.16		ARMSTRONG GERALD SCOTT	\$20175.57	\$25147.55	\$4972.02
150	2	CO507	LEATHERWOOD CYNTHIA	\$4258.69	5308.60	1049.91

Please feel free to contact me with any additional questions you may have. To reach a member of our Customer Product Support Team, please email customerproductsupport@corelogic.com or feel free to contact us via telephone at 800-225-4707.

Thank you for your time. Be kind to one another and have a very *magical* day!

Darlene Askew
Sr Assoc, Operation Svcs Lead
CoreLogic

Direct (847) 783-7354

Fax (817) 826-1028
daaskew@corelogic.com

RESOLUTION No. 185, 2021

A RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED EMERGENCY AND NON EMERGENCY DISPATCH SERVICES FOR THE MUNICIPALITIES OF THE CITY OF LINWOOD AND THE TOWNSHIP OF EGG HARBOR

WHEREAS, N.J.S.A. 40A:65-1 provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Linwood and Township of Egg Harbor have negotiated and agreed upon the terms and conditions of such an agreement; and

WHEREAS, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled "Shared Services Agreement for Dispatch Services"; and

WHEREAS, the City Council of the City of Linwood is desirous of ratifying this agreement and authorizing its execution;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Linwood that the agreement entitled "Shared Services Agreement for Dispatch Services" be and hereby is ratified;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute this Agreement with the Township of Egg Harbor for the shared emergency and non emergency dispatch services.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at the Regular Meeting of the City of Linwood, held this 23rd day of November 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of November 2021.

LEIGH ANN NAPOLI, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

SHARED SERVICES AGREEMENT
between
TOWNSHIP OF EGG HARBOR
and
CITY OF LINWOOD
for
Dispatch Services

THIS AGREEMENT is made this ____ day of November 2021 by and between:

TOWNSHIP OF EGG HARBOR, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234 (hereinafter "Provider") and the **CITY OF LINWOOD**, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Recipient").

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Recipient has determined, that for reasons of efficiency and economy, eliminating the provision of dispatch services and procuring said services from the Provider is prudent and fiscally sound; and

WHEREAS, the Recipient is in need of dispatch services to ensure public safety; and

WHEREAS, the Provider has provided dispatch services to the Recipient since 2012; and

WHEREAS, the Provider has agreed to furnish to the Recipient the services of its Dispatch Department pursuant to N.J.S.A. §40A:65-1 et seq.; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A and B respectively.

NOW, THEREFORE, it is understood and agreed as follows:

1. **CONTROLLING LAW** – This Agreement is governed by the provisions of N.J.S.A. §40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
2. **TERM OF AGREEMENT** – This Agreement shall take effect on January 1, 2022 (the "Effective Date"). This Agreement shall run until midnight, December 31, 2026.
3. **SCOPE OF WORK** – Commencing January 1, 2022, the Provider shall furnish to the Recipient the services of its dispatchers as may be necessary to carry out within the territorial jurisdiction of the Recipient and to perform all the duties required of the following position:

EMERGENCY AND NON EMERGENCY DISPATCH SERVICES

It is expected that said duties will be performed by employees of the Provider in a manner consistent with the Quality Assurance Review Standards developed by Provider, and attached here to as Exhibit C.

4. **COMPENSATION** – Recipient shall pay to Provider an annual sum according to the schedule below:

January 1 – December 31, 2022	\$388,024
January 1 – December 31, 2023	\$399,665
January 1 – December 31, 2024	\$411,654
January 1 – December 31, 2025	\$424,004
January 1 – December 31, 2026	\$436,724

The specified compensation for the Provider furnishing the services referred to in this Agreement, shall be payable as follows: Payments shall be made in equal quarterly installment on the first day of the second month of each quarter (i.e., February 1, May 1, August 1, November 1) during the term of this Agreement. The Recipient shall not be responsible for any additional costs.

5. **EQUIPMENT** – The Recipient shall be responsible for all costs associated with its telephone numbers and telephone lines related to emergency and non-emergency dispatch services.
6. **COMPUTER AIDED DISPATCH (CAD)** – Recipient agrees to convert to the CAD system operated and utilized by the Provider at all times. Provider will from time to time promulgate or modify policies and procedures for utilization of the CAD. The Provider agrees to convert data, including legacy data, from the Recipient’s existing CAD (RMS) system into the CAD system operated and utilized by the Provider. Provider, along with the committee comprised of Recipient town’s Chiefs or their designees, will from time to time promulgate or modify policies and procedures for utilization of the CAD and quality standards. It is the intent of the Provider to promulgate policies and procedures which are uniform and consistent to service all of the municipalities who have shared services agreement with the Provider. The purpose of standardization of policies and procedures among all agencies is to make the dispatching operation most efficient and effective for all agencies.
7. **MUNICIPAL OFFICE LOCATION** – The Recipient shall maintain an office in the Township of Egg Harbor Municipal Building at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234. All inspection records and business dealings, related to emergency and non-emergency dispatch services, pertaining to the Recipient shall be maintained and conducted at said location.
8. **HOURS OF OPERATION** – Dispatch Services shall be provided on a 24 Hour basis, 7 days per week.
9. **HOLD HARMLESS AND INDEMNIFICATION** – The Recipient shall indemnify and hold the Provider, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provisions of the services to the Recipient, provided that the actions upon which the demand, claim or assertion of liability, are determined to have been performed in the course of carrying out official duties on behalf of the Recipient and were not beyond the scope of performing those official duties or performed in bad faith, and did not

constitute negligence, actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act of the Provider or any of its agents, servants or employees. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.

10. **MAINTENANCE OF RECORDS** – The Egg Harbor Township Police Department pursuant to this Agreement shall maintain records of all call logs and activities conducted within the Recipient Municipality as may be required by and in accordance with the Laws of the state of New Jersey.
11. **EXTERNAL DISPUTES** – The Recipient shall notify the Provider's Township Administrator or designee, in a timely manner, of any complaints related to the nature, extent and quality of services provided to the Recipient by Provider.
12. **DISPUTES CONCERNING THE AGREEMENT** – Any disputes arising between the Parties as to the interpretation of the terms and conditions of this Agreement or the satisfactory performance thereof by any of the parties or related to any of the services and other responsibilities specified within this Agreement shall be resolved in accordance with the following:

STEP A: The Recipient's City Administrator or Mayor, as the case may be, and the Provider's Township Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved as provided in Step A, then, pursuant to N.J.S.A. §40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by both parties.
13. **TERMINATION** – This Agreement may be terminated at any time upon mutual Agreement of the Parties; however, unless otherwise mutually agreed upon by the Parties in writing, such termination shall not become effective for a minimum of six (6) months following the adoption of Resolutions by both governing bodies authorizing said termination. Either Party may terminate this Agreement unilaterally at any time and for any reason upon giving the other party six (6) months advance written notice of its intent to terminate.
14. **DEFAULT** – In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that thirty (30) day period.
15. **NOTICES** – Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If to City of Linwood:
City of Linwood
400 Poplar Avenue
Linwood, NJ 08221
Att: Darren Matik
Mayor

With a Required Copy to:
Leigh Ann Napoli, City Clerk
400 Poplar Avenue
Linwood, NJ 08221

If to Township of Egg Harbor:
Township of Egg Harbor
3515 Bargaintown Road
Egg Harbor Township, NJ 08234
Att: Paul W. Hodson
Mayor

With a Required Copy to:
Eileen M. Tedesco, Township Clerk
3515 Bargaintown Road
Egg Harbor Township, NJ 08234

16. **CHOICE OF LAW** – Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
17. **ENTIRE AGREEMENT** – This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.
18. **SEVERABILITY** – If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.
19. **WAIVER** – Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

Attest:

City of Linwood

Leigh Ann Napoli
City Clerk

Darren Matik
Mayor

Attest:

Township of Egg Harbor

Eileen M. Tedesco, RMC
Township Clerk

Paul W. Hodson
Mayor

EXHIBIT C

1. Egg Harbor Township will comply with the regulations of the 9-1-1 Emergency Telecommunication System (N.J.A.C. 17:24)
2. Egg Harbor Township will provide reasonable, system-level support for the functions of the computer-aided dispatch and records software used by the Communications Center as it pertains to the Recipient.
3. Recipient will provide computer software and hardware that is compatible with the software and equipment used by the Communications Center, including computer endpoints that meet current support for security patches.
4. Recipient will be responsible to adhere to current standards for the Atlantic County Joint Insurance fund for computer security, including recommended settings. Recipient will be responsible for compliance with any other applicable policies (including Criminal Justice Information Systems Security Policy).
5. The Recipient will provide a technician or technical service for computers, computer networks, firewalls, devices, and other equipment. The service will provide for the proper configuration of equipment for use with the Communications Center.
6. The Recipient will regularly apply operating system patches, access control, and other generally acceptable security hygiene to their computer systems that access the Communications Center equipment.
7. The Recipient will adhere to any computer security policies or limitations that the Township enacts as related to the Communications Center.
8. The Recipient will be responsible for the training of staff in the operation of computer software related to the Communications Center.
9. The Recipient will be responsible for the production of its own records using provided software.
10. Recipient will be responsible for all costs associated with its own equipment to connect, maintain, or use the Communications Center, such as (but not limited to) radios, telephones, and computer systems, including any changes needed to comply or update during the course of the contract term.
11. Provider personnel will access CJIS, AOCTELE, NCIC/SCIC and related functions, on the Recipient's behalf, to perform regular lookups, such as wanted-checks, and other emergent needs. The Recipient agency is responsible for routine or follow-up needs, including (but not limited to) warrant executions, NCIC Updates/Modifications and ATF ETRACE requests.
12. Provider will provide access to radio and telephone recordings that the Township captures for each jurisdiction. The Recipient will be primarily responsible for the production of these records, while the Township will assist in the event of technical or access issues.
13. Egg Harbor Township will provide and update as needed a Communications Policy regarding radio and other dispatch operations. Egg Harbor Township will meet with the Recipient at least annually to discuss and review the Communications Policy.
14. The Recipient will provide a liaison to Egg Harbor Township to provide a point of contact for regular communications.
15. Egg Harbor Township will provide a liaison to the Recipient to provide a point of contact for regular communications. The Recipient will direct concerns, complaints, and similar correspondence to the Township's named liaison.

EXHIBIT C

16. Any changes requested to dispatch procedures or policies must be made in writing to the provider's named liaison. Any requests must be approved by the Township's liaison before any changes will be enacted.
17. It is the intent of the Provider to promulgate policies and procedures which are uniform and consistent to service all municipalities who have a shared services agreement with the Provider, to the extent reasonable. The purpose and intent of standardization of policies and procedures amongst all agencies is make the communications operation the safest and most efficient and effective for all agencies.