

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
October 10, 2018
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 _____

 Professionals: Mr. Youngblood _____ Mr. Polistina _____ Mrs. Napoli _____
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
7. Councilman Gordon
 - A. Engineering
 1. Resolutions authorizing Sewer Inter-Local with the City of Northfield
8. Councilman Heun
 - A. Public Safety
 1. Resolution authorizing Shared Services Agreement with Mainland Regional High School for Special Class III officers
 2. Resolution authorizing the hiring of Substitute Crossing Guards
9. Councilman Matik
 - A. Revenue & Finance
 - B. Emergency Management
 1. Ordinance amending Chapter 183 Nuisances to add time limits on noise for commercial establishments – first reading
10. Council President Paolone
 - A. Administration
11. Mr. Youngblood

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
October 10, 2018**

CALL TO ORDER

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

FLAG SALUTE: Councilman Elliot Beinfest

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

PRESENTATION

Eagle Scout Proclamations for Ryan Joseph Rybka and Lucas M. Dailyda

ORDINANCES

21 OF 2018 AN ORDINANCE AMENDING CHAPTER 183 NUISANCES, ARTICLE I PROHIBITIONS, SECTION 183-1, PROHIBITED USES, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HERewith.

FIRST READING:

October 10, 2018

PUBLICATION:

October 15, 2018

PASSAGE:

October 24, 2018

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.

195-2018 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 Officers

196-2018 A Resolution authorizing an Inter-local Sewer Agreement with the City of Northfield

197-2018 A Resolution authorizing the hiring of Connie Edwards, Stephen McKeone, and Margaret Smith as Substitute School Crossing Guards for the City of Linwood

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT



Office of the Mayor

Proclamation

EAGLE SCOUT RYAN JOSEPH RYBKA

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than two percent of all Scouts actually achieve this goal; and



WHEREAS, at a Court of Honor held on Tuesday, July 31, 2018, an Eagle Award was conferred upon Ryan Joseph Rybka; and

WHEREAS, the Mayor and Common Council of the City of Linwood wish to recognize this noteworthy achievement of Ryan Joseph Rybka.

NOW, THEREFORE, I, Richard L. DePamphilis III, Mayor of the City of Linwood, do hereby recognize Eagle Scout Ryan Joseph Rybka for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

DATED this 26th day of September 2018.

Richard L. DePamphilis, III, Mayor





Office of the Mayor



Proclamation

EAGLE SCOUT LUCAS M. DAILYDA

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than two percent of all Scouts actually achieve this goal; and



WHEREAS, Lucas M. Dailyda will commemorate his achievement with a Court of Honor during the Troup's next camping trip; and

WHEREAS, the Mayor and Common Council of the City of Linwood wish to recognize this noteworthy achievement of Lucas M. Dailyda.

NOW, THEREFORE, I, Richard L. DePamphilis III, Mayor of the City of Linwood, do hereby recognize Eagle Scout Lucas M. Dailyda for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

DATED this 26th day of September 2018.

Richard L. DePamphilis, III, Mayor



ORDINANCE NO. 21, 2018

AN ORDINANCE AMENDING CHAPTER 183 NUISANCES, ARTICLE I PROHIBITIONS, SECTION 183-1, PROHIBITED USES, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

BE IT ORDAINED, by the Common Council of the City of Linwood, County of Atlantic and State of New Jersey as follows:

SECTION 1: Chapter 183, Article I, Section 183-1 Prohibited uses, Section B(2)(b)[2], is hereby amended to read as follows:

[2] Radio and television sets, stereos, etc. The use of radio or television receiving sets, musical instruments, stereos or any other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with volume louder than is necessary for the convenient hearing of the person or persons who are in the room or vehicle in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such device between the hours of 9:00 p.m. and 7:00 a.m., Monday through Saturday, and prior to 9:00 a.m. and subsequent to 6:00 p.m. on Sunday, in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located or, in the case of such instruments operated in the open, at a distance of 50 feet from the instrument shall create a rebuttable presumption of a violation of this section.

SECTION 2: Chapter 183, Article I, Section 183-1 Prohibited uses, Section B(2)(b), is hereby amended to add the following:

[10] A commercial establishment, which is licensed and authorized to sell alcoholic beverages, from which loud noise emanates as a result of musical instruments, bands, mechanical musical devices and/or any sound reproduction device, including but not limited to megaphones, air horns and whistles, live entertainment or patrons, from either the inside or any outside portion of such establishment, shall be in violation of this section whenever such noise is significantly audible, to be determined at the sole discretion of the enforcing authority, at a distance of 100 feet from the place where it emanates between the hours of 11:00 p.m. and 11:00 a.m. of the following day.

SECTION 3: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4: Should any sentence, clause, sentence, phrase or provision of this ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 5: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

| | |
|-----------------------|-------------------------|
| <i>FIRST READING:</i> | <i>October 10, 2018</i> |
| <i>PUBLICATION:</i> | <i>October 15, 2018</i> |
| <i>PASSAGE:</i> | <i>October 24, 2018</i> |

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, October 10, 2018 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on October 24, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

RESOLUTION No. 195, 2018

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 TWO CLASS III SPECIAL LAW ENFORCEMENT OFFICERS

WHEREAS, the City of Linwood and the Mainland Regional High School Board of Education are desirous of entering into a Shared Services Agreement for the provision of two (2) 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 Mainland Regional High School 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 10th day of October, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of October, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, 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 2018-2019 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 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 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 2018-2019 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 two (2) Class III Special Law Enforcement Officers 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, sick time or any other benefits whatsoever.

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, 2018 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, 2018 and terminating on June 30, 2019.
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

Richard L. DePamphilis, III, Mayor

Date: _____

Date: _____

Attest:

**MAINLAND REGIONAL HIGH SCHOOL BOARD
OF EDUCATION**

Kim Jensen, Board Secretary

Jill T. Ojserkis, Esq., President

Date: _____

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 two (2) Class III Special Law Enforcement Officers 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 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 Mainland Regional High School for up to forty (40) hours per week during the 2018-2019 school year.

II. Selection of Officer.

The Linwood Police Department shall advertise and conduct the initial interviewing process for two Class III Special Law Enforcement Officers. 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.

III. Officer is an Employee of the City.

Although assigned to the school, 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 unpaid vacation times with the vacation times in the approved Board calendar.

IV. Hours.

The City shall provide two (2) SROs 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. and after school hours between 3:30 p.m. – 7:00 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

uniforms and initial firearm will be paid for by the Board at a total cost of \$1,085.55. 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 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 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.

XII. 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, 2018 to June 30, 2019.

Attest:

**MAINLAND REGIONAL HIGH SCHOOL BOARD
OF EDUCATION**

Kim Jensen, Board Secretary

Jill T. Ojserkis, Esq., President

Attest:

CITY OF LINWOOD

Leigh Ann Napoli, RMC,CMR,MPA
Municipal Clerk

Richard L. DePamphilis, III, Mayor

Exhibit "A"
Financial Terms and Conditions

| | |
|---|---------------------------|
| Handgun | \$ 481.00 |
| Uniform | 600.00 |
| School Officer Resource Training | 350.00 |
| Liability Insurance ½ of \$500.00 | 250.00 |
| Workers Compensation Insurance ½ of \$3,000.00 | 1,500.00 |
| Hourly rate for SRO | \$ 25.00 |
| 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 with 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. 196, 2018

A RESOLUTION AUTHORIZING AN INTER-LOCAL SEWER AGREEMENT WITH THE CITY OF NORTHFIELD

WHEREAS, a Municipal Inter-Local Agreement was established for the purpose of providing certain residents of Linwood with sanitary sewerage flow transmission by the City of Northfield; and

WHEREAS, the Mayor and Council are desirous of authorizing said Agreement according to the terms between the two municipalities;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Agreement by and between the City of Northfield and the City of Linwood, which is attached hereto, is approved and the Mayor and the Municipal Clerk are authorized to sign 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 10th day of October, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of October, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____

AGREEMENT FOR SHARED MUNICIPAL SERVICES FOR THE MUNICIPALITIES OF
THE CITY OF LINWOOD AND THE CITY OF NORTHFIELD

THIS AGREEMENT is made this _____ day of _____, 2018 with an effective date of January 1, 2018.

BY AND BETWEEN the CITY OF LINWOOD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 400 Poplar Avenue, Linwood, New Jersey 08221 (hereinafter "Linwood") and the CITY OF NORTHFIELD, a Municipality duly formed, organized and existing in accordance with the laws of the State of New Jersey, located in the County of Atlantic, with municipal offices located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Northfield").

WITNESSETH, for and in consideration of the mutual covenants hereinafter contained, that the parties hereto, with the intention to be legally bound hereby and for the purpose of establishing a Municipal Inter-Local Agreement for the purpose of providing certain residents of Linwood with continued sanitary sewerage flow transmission from the 31 residential properties in Linwood listed on the attached Exhibit "A" ("31 Homes") through the Northfield sanitary sewerage system to the Atlantic County Municipal Utilities Association, agree as follows:

(1) In accordance with the Ordinances adopted by each party pursuant to the Inter-Local Services Act (N.J.S.A. 40:8A-1, et seq.), there is hereby established and created a Municipal Inter-Local Sewerage Agreement between Northfield and Linwood to be known as "2018 Northfield-Linwood Sewerage Agreement"; hereinafter referred to as "Agreement".

(2) Retroactive to January 1, 2018, Northfield shall bill/invoice a Service Charge to Linwood directly for Linwood's use of Northfield's sewer system to convey the sewerage flow from the 31 Homes. In its discretion, Linwood may recapture/collect payment of the Service Charge from the owners of the 31 Homes generating the flow. It is agreed by the parties to this Agreement that the Service Charge for Linwood's use of Northfield's sewer system shall be: **the annual rate set forth in the Code of the City of Northfield, Article X, Section 288-52 (as subsequently amended from time to time)(currently \$360) x 31.** The time frame for which the Service Charge will be calculated will be on an annual basis, from January 1st to December 31st of each year. Payment from Linwood to Northfield shall be made in full by Linwood to Northfield on or before April 1st of each year.

If required, the City of Northfield shall submit vouchers to the City of Linwood as required for timely payment by Linwood.

(3) The term of this Agreement shall be from January 1, 2018 to December 31, 2018 ("Term"). The Term of this Agreement shall renew automatically for one year periods on January 1st of each subsequent year, unless otherwise agreed in writing by the Parties. Upon the termination of this Agreement, the parties agree that the City of Northfield shall no longer have any obligation to accept the sewerage flow from the 31 Homes. In this event, Linwood accepts and recognizes that it will find an alternate solution

for the treatment and disposal of the sewerage flow from the 31 Homes.

Any party hereto may withdraw from the terms of this Agreement provided that said party gives written notice of its intent to withdraw to the other party at least six (6) months in advance, provided, however, that notice of termination in a particular year must be given prior to September 1, of the respective year, since this Agreement may only terminate on December 31, of a particular year, it being the intention of the parties not to permit this Agreement to be terminated other than at the end of a particular year. This right of termination shall be in the sole and absolute discretion of either party, for any, including, but not limited to a determination that the Northfield sewer system lacks capacity or is inadequate to handle the sewerage flow from the 31 Homes.

(4) Linwood, at its own cost and expense shall provide, make and keep in repair all Linwood sewers, systems, connections and equipment. Northfield, at its own cost and expense, shall provide, make, keep in repair all systems, connections and equipment serving or effecting service to Linwood, contained within Northfield. Nothing contained herein shall be construed to impose responsibility upon either party to this agreement to maintain sewers, systems, equipment or connections owned by the other party.

Notwithstanding the above, for purposes of this Agreement, Linwood and Northfield agree that the gravity sewer system between the manhole at the intersection of Gail Avenue and Vernon Avenue and the manhole at the intersection of Carol Road and Gail Avenue is a "common" item that allows for conveyance of flow from Linwood and that any and all repairs and maintenance to this common item shall be performed by Northfield. Prior to completing any repairs or maintenance in the aforesaid sections of the sewer system, the parties, through their respective City Engineers, shall consult and agree in writing on the scope of the needed repairs and/or maintenance and the estimated costs and expenses of same. The cost and expense of said repairs and maintenance shall be paid solely by Linwood within 45 days of the submission of an invoice for same by Northfield to Linwood. Linwood and Northfield further agree that any and all required repairs or maintenance to the manhole at the intersection of Carol Road and Gail Avenue shall be performed by Linwood at Linwood's sole cost and expense. Linwood and Northfield further agree that any and all required repairs or maintenance to the manhole at the intersection of Carol Road and Vernon Avenue shall be performed by Northfield, the cost and expense of which shall be shared equally between the parties. Prior to completing any required repairs or maintenance to the manhole at the intersection of Carol Road and Vernon Avenue, the parties, through their respective City Engineers, shall consult and agree in writing on the scope of the needed repairs and/or maintenance and the estimated costs and expenses of same.

Linwood and Northfield also agree that Northfield may access the Linwood manhole at the intersection of Gail Avenue and Carol Avenue as necessary to operate and maintain the sewer system for Northfield.

Linwood agrees that the only parties permitted to perform work on the Northfield sanitary sewer system are the Northfield public works department or a Northfield approved contractor. Neither Linwood nor any of its designated agents or contractors shall perform

any repair or maintenance work on any portion of the Northfield sanitary sewer system.

Except as provided herein, the cost and expense of maintaining and repairing Linwood's sewer system shall be entirely borne by the City of Linwood and the cost and expense of maintaining and repairing Northfield's sewer system shall be entirely borne by the City of Northfield.

(5) The parties agree to notify each other as promptly as possible of all emergency or other conditions which may directly or indirectly affect the sewer connections or use of the 31 Homes.

(6) The parties agree to, as promptly as possible, respond to and repair any maintenance issues or damaged sewer lines that could affect the transmission of the sewerage flow from the 31 Homes.

(7) The parties shall mutually allow duly authorized engineers and inspectors to make inspections of any condition which is causing an emergency or otherwise affecting the transmission of the sewerage flow from the 31 Homes. This inspection shall include the performance of any test which may need to be made.

(8) Northfield shall not be responsible in damages to Linwood or the owners or residents of the 31 Homes for any failure of its sewer systems as any such failure may affect Linwood or the 31 Homes, or for any interruption of the service furnished hereunder. Northfield shall, upon notice, restore service to the 31 Homes resulting from a failure of the Northfield sewer systems within a reasonable time and the same deference be given to 31 Homes as the restoration of service as is given to Northfield's residents or other customers.

(9) No officer, official or agent of either party to this Agreement has the power to amend, modify or alter this agreement or waive any of its conditions or to bind either party by making any promise or representation not contained herein. It is recognized, however, insofar as either party modifies any ordinance or rules and regulations applicable, the sewers, or sewer service or usage, this Agreement shall be modified by such ordinances or rules and regulations provided there is no impact upon the spirit and intent of this Agreement. The parties agree that any increase or decrease in the annual fee charged to the users of the Northfield sewer system, currently \$360 per annum, shall also increase or decrease the annual fee charged to Linwood under this Agreement.

(10) The parties acknowledge and agree that this Agreement shall not change or alter the sewer franchise of either party. The 31 Homes shall remain in the Linwood sewer franchise during the Term of this Agreement.

(11) Linwood agrees annually to appropriate sufficient monies to provide for the payment due to Northfield for Northfield's acceptance and transmission of the sewerage flow for the 31 Homes as set forth herein. Other than the 31 Homes, Linwood agrees not to allow any other municipality of any kind, or any person, corporation, or organization to discharge their sewage into Linwood's pipes and thereby be transmitted into Northfield's sewage collection system without prior written approval from Northfield. This Agreement is solely for the benefit of the 31 Homes and for no other user(s).

(12) No assignment or transfer of this Agreement shall be made by either party.

(13) Linwood and Northfield are both insured through the Municipal Joint Insurance Fund. Each Municipality agrees to indemnify and hold the other harmless from any and all claims and for any liability whatsoever arising from this Agreement. Linwood and Northfield shall maintain workers compensation insurance to cover their respective employees on their payroll.

(14) A condition to this Agreement becoming effective is the adoption by each party a Resolution authorizing this Agreement and authorizing the Mayor to sign same. Once the Resolutions have been adopted then the effective date of this Agreement shall be January 1, 2018. Each of the aforementioned Resolutions shall identify and incorporate this Agreement by reference and a copy of the Agreement shall be filed with each Municipality's Municipal Clerk and shall be open to public inspection in each Municipality.

(15) This Agreement contains the entire and only Agreement between the participating Municipalities and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing approved and executed by both participating Municipalities.

(16) The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey.

(17) If any term or provision of this Agreement or the application thereof to any participating Municipality or circumstances, to any extent, shall be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(18) Any notice required to be made under the terms of this Agreement shall be by certified mail, return receipt requested, to these addresses:

City of Northfield
Attn: City Clerk
1600 Shore Road
Northfield, NJ 08225
Phone: (609) 641-2832

City of Linwood
Attn: City Clerk
400 Poplar Avenue
Linwood, NJ 08221
Phone: (609) 927-4108

(19) This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their respective Mayor and their corporate seals affixed by their respective Municipal Clerks the day and year first above written.

Mary Canesi, RMC
Municipal Clerk

Erland Chau, Mayor
City of Northfield

Leigh Ann Napoli, RMC
Municipal Clerk

Richard L. DePamphilis, III
Mayor
City of Linwood

EXHIBIT "A"

2273 Burroughs Avenue
2275 Burroughs Avenue
2277 Burroughs Avenue

1 Lake Drive
2 Lake Drive
4 Lake Drive
6 Lake Drive
8 Lake Drive
9 Lake Drive
10 Lake Drive
12 Lake Drive
14 Lake Drive
15 Lake Drive
16 Lake Drive

1 Park Road

5 Park Road

1 Gail Avenue

2 Gail Avenue

100 Carol Avenue

101 Carol Avenue
102 Carol Avenue
104 Carol Avenue
105 Carol Avenue
106 Carol Avenue
107 Carol Avenue
108 Carol Avenue
109 Carol Avenue
110 Carol Avenue
111 Carol Avenue
112 Carol Avenue
115 Carol Avenue

RESOLUTION No. 197, 2018

A RESOLUTION AUTHORIZING THE HIRING OF CONNIE EDWARDS, STEPHEN MCKEONE, AND MARGARET SMITH AS SUBSTITUTE SCHOOL CROSSING GUARDS 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 Connie Edwards, Stephen McKeone, and Margaret Smith are hereby hired, effective October 10, 2018, as Substitute School Crossing Guards at a rate of \$38.71 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 checks on Connie Edwards, Stephen McKeone, and Margaret Smith.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of October, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of October, 2018.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RICHARD L. DEPAMPHILIS, III, MAYOR

APPROVED: _____