LINWOOD COMMON COUNCIL CAUCUS AGENDA October 22, 2025 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 Mr. Levinson Mr. Walcoff | Mrs. Albright Mr. Michael Mr. Ford | Mr. Kelly Mr. Salerno |
|----|--|---|---|--|
| | Professionals: | Mr. Youngblood | Mr. Polistina | Mrs. Napoli |
| 2. | Approval of Minute | s Without Formal Readi | ng | |
| 3. | Mayor's Report A. Park & field sig | gnage | | |
| 4. | Councilwoman Alb A. Planning, Engir | right neering, & Development | | |
| 5. | Councilman Kelly A. Neighborhood S | Services | | |
| 6. | | ance authorizing a refund of a amending Salary Ordina | a disabled veteran tax pay nce for Per Diem Inspec | yment etors in the Construction Office – |
| 7. | Councilman Michael A. Public Safety | | | |
| 8. | Councilman Walcoff A. Public Works | | | |
| 9. | 2. Resolution a | nthorizing Raffle License uthorizing entering into | e for Hope Exists Founda a Shared Services Agro lectronic Speed Feeback | eement with Atlantic County for |

10. Solicitor's Report

LINWOOD COMMON COUNCIL AGENDA OF REGULAR MEETING October 22, 2025

CALL TO ORDER

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

FLAG SALUTE:

Councilman Todd Michael

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCE

10 OF 2025

AN ORDINANCE AMENDING ORDINANCE NO. 2 OF 2025, AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATIONS AND SALARY RANGES OF OFFICERS AND EMPLOYEES OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING: PUBLICATION:

October 8, 2025 October 14, 2025

PASSAGE:

October 22, 2025

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.

168-2025 A Resolution authorizing the issuance of a Raffle License, #2025-16, to Hope

Exists Foundation Inc.

169-2025 A Resolution authorizing the refund of a Disabled Veteran Tax Payments for

Block 148 Lot 14.16 located at 7 Evergreen Road in the City of Linwood

170-2025 A Resolution authorizing entering into a Shared Services Agreement with

Atlantic County for Highway Digital Message Boards and Electronic Speed

Feeback Signs

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 10, 2025

AN ORDINANCE AMENDING ORDINANCE NO. 2 OF 2025, AN ORDINANCE PROVIDING FOR AND ESTABLISHING SALARIES, COMPENSATIONS AND SALARY RANGES OF OFFICERS AND EMPLOYEES 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: Section 1 of Ordinance No. 2 of 2025 is hereby amended to add the following:

| PART TIME PER DIEM | <u>RANGE</u> |
|---|--|
| Building Inspector Electrical Inspector Fire Inspector Plumbing Inspector | \$150.00 to \$300.00 \$150.00 to \$300.00 \$150.00 to \$300.00 \$150.00 to \$300.00 |

SECTION 2: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 3: 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 4: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

| FIRST READING: | October 8, 2025 |
|----------------|------------------|
| PUBLICATION: | October 14, 2025 |
| PASSAGE: | October 22, 2025 |

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 8, 2025 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on October 22, 2025.

| LEIGH ANN NAPOLI, RMC, MUN | VICIPAL CLERK |
|----------------------------|---------------|
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| | |
| DARREN MATIK, MAYOR | |

RESOLUTION No. 168, 2025

A RESOLUTION AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE, #2025-16, TO HOPE EXISTS FOUNDATION INC

WHEREAS, Hope Exists Foundation Inc has applied for a Raffle License to conduct games on October 30, 2025; and

WHEREAS, Hope Exists Foundation Inc has fulfilled all of the requirements and met all qualifications for such a license, including but not limited to obtaining a Registration Identification Number, that number being 125-5-43775;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that a Raffle License be issued to Hope Exists Foundation Inc and that the Clerk be authorized to sign any documentation deemed necessary or useful.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 22nd day of October, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of October, 2025.

| | LEIGH | ANN | NAPOLI, | RMC, | MUNICIPAL | CLERK |
|-----------|--------|------|----------|------|-----------|-------|
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| | DARREI | N MA | rik, MAY | OR | | |
| APPROVED: | | | | | | |



New Jersey Office of the Attorney General Division of Consumer Affairs

Division of Consumer Affairs Legalized Games of Chance Control Commission 124 Halsey Street, 6th Floor, P.O. Box 46000 Newark, New Jersey 07101 (973) 273-8000

Application for a Raffle License

Application No. *RA* 2025-16
Identification No. 125-5-43775

| Submit four (4) copies of this a | pplication to the Municipal Clerk's off | ice in the municipality where the | games will be conducted |
|---|---|--|---|
| se print clearly. | | | |
| Name of municipality: | ty of Linuwel | | |
| rt A - General | <u> </u> | | |
| . Name of applying organization | ation: <u>Hope Exists Four</u> ters: <u>505 Hamilton Al</u> E | dation | |
| . Street address of headquar | ters: <u>505 Hamilton Ale</u> | SHE 204C | |
| . Mailing address (if differen | | | |
| 3. A license is requested to co (use a separate application | nduct raffles of the kind stated on the for each type of raffle). | e date, or on each of the dates, | and during the hours li |
| Date | Hours | Date | Hours |
| Oct 30, 2025 | 9-2 pm | | |
| | | | |
| | | | *************************************** |
| | | | |
| | | | |
| | | WATER TO THE TOTAL THE TOTAL TO THE TOTAL TOTAL TO THE TO | |
| Address of place where raff | les will be played: 500 Shor | e Rd Linwood | *** |
| , | 200 21/01 | CROC ZITTOOOO | , |
| Does the applicant own the | premises or regularly occupy them | for its general purposes? | J Yes ⊠ No |
| | rented, attach a statement by the ra | · · · | pplication on Form 13. |
| B - Schedule of Expenses | | | |
| | he incurred or naid in connection | oodala alaa maaaa Uuta 19 dh | 1 |
| esses of the persons to whom | be incurred or paid in connection each item is to be paid, and the pu | rpose for which each item is to | pplication, the names of be paid, are: |
| Item of Expense | Name and address | | Purpose |
| Stale Fee | Legalized Come of | Chance NS | Fee for lilense |
| lunicipality / City Fee | City of Linwood | | Tre for livense |
| <u> </u> | 0 0 | | * |
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| Part | C | - Sc | ned | ule | of | Purposes |
|------|---|------|-----|-----|----|----------|

1. The specific purpose(s) to which the entire net proceeds of the games listed in this application are to be devoted, and the manner in which they are to be so devoted, are:

To benefit the Hope Exists Foundation

| If any part of the net proceeds are to be devoted to a over to another organization which is exclusively devo executive officer to the following certificate: | purpose allowed by the Raffles Li ted to such purposes, secure the | censing Law by turning the same signature of its president or other | | | | | | | |
|---|--|---|--|--|--|--|--|--|--|
| "It is hereby certified that | | | | | | | | | |
| will accept from the licensee any part of the net proceeds of the games listed in this application to be turned over to it." | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| A description of all prizes to be offered and given in all of t describe the article and state the retail value; if prizes are to sible the information requested below. | ho and the state of the state o | | | | | | | | |
| Description of Prize | Donated (Yes or No) | Retail value | | | | | | | |
| 50% of the proceeds collected | Yes 🗆 No | 400,00 | | | | | | | |
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☐ Yes

☐ No

Part I - Statement of Applicant and member(s) in charge State of New Jersey } ss. County of We do hereby each make the following statement, under oath, with respect to the foregoing application: The applicant (is) (is not) limited in its activities to the 5. For each occasion for which a license is sought, one or more of furtherance of one or more authorized purposes as defined the members listed who are familiar with the Raffles Licensing in the Raffles Licensing Law. Law and the Rules and Regulations, will be in full charge of, Prior to the issuance of any license to it to conduct games and primarily responsible for, the conduct of the games. of chance, the applicant was actively engaged in serving No commission, salary, compensation, reward or recompense one or more "authorized purposes." will be paid to any person for holding, operating or conducting The applicant has received and used, and in good faith or assisting in the holding, operation or conducting, of the games, except to bookkeepers or accountants for professional expects to continue to receive and use, to further one or more authorized purposes, funds from sources other than services not exceeding the amounts fixed by the Schedule of Fees, as well as the compensation for the Licensed games of chance. Compensated Workers pursuant to N.J.A.C. 13:47-6A. No The conduct of the games on the occasion or occasions for prize may be offered and given in cash, except as otherwise which this application is made will be to raise and devote provided by the Raffles Licensing Law (N.I.S.A. 5:8-50 et seq.). the entire net proceeds to the authorized purpose described If a cash prize under certain circumstances is permitted by the in the application. law, the amount of the cash prize may not exceed the limits prescribed by the Raffles Licensing Law. All statements in the foregoing application are true. Sworn and subscribed to before me this 8th day of October, 2025. Notary Public (Print name) Signature of Member-in-Charge Signature of Member-in-Charge

If more space is needed in any section of this application, insert extra sheets of paper.

AFFIX SEAL HERE

Signature of Member-in-Charge

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 04/22/2024

Expiration date: 04/22/2026

Registration identification: 125-5-43775

HOPE EXITS FOUNDATION INC 505 HAMILTON AVE UNIT 204C LINWOOD, NJ 08221

ide any viting or

New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration. This Registration Certificate may only be utilized by the above-named organization.

Mail to: HOPE EXITS FOUNDATION INC 505 HAMILTON AVE UNIT 204C

LINWOOD, NJ 08221 Attn: Names Change

Karin K. Sage, Secretary
Legalized Games of Chance Control
Commission

Karin KS age

RESOLUTION No. 169, 2025

A RESOLUTION AUTHORIZING THE REFUND OF A DISABLED VETERAN TAX PAYMENTS FOR BLOCK 148 LOT 14.16 LOCATED AT 7 EVERGREEN ROAD IN THE CITY OF LINWOOD

WHEREAS, WINWARD P & STEPHANIE C GRIFFIN are the owners of Block 148 Lot 14.16 located at 7 EVERGREEN ROAD in the taxing district of the City of Linwood; and

WHEREAS, STEPHANIE GRIFFIN made application to the Tax Assessor, of the City of Linwood, for property tax exemption as a permanently disabled veteran, and the Tax Assessor for the City of Linwood granted the exemption for Stephanie Griffin as of July 03,2025; and

WHEREAS, Ms. Griffin has paid the property taxes; and

WHEREAS, City ordinance allows that she may request the exemption and be reimbursed back to February 24, 2025, which is the date the VA declared her 100% disabled: and

WHEREAS, Ms. Griffin has submitted a request for reimbursement of property taxes paid as of the date of eligibility; and

WHEREAS, Ms. Griffin is entitled to a refund of payments made as of the date of eligibility of February 24,2025;

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 Stephanie Griffin, in the amount of \$13,045.91, which is the amount of the taxes to be refunded to said property owner.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 22nd day of October, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of October, 2025.

| | LEIGH | ANN | NAP | OLI, | RMC, | MUNICIPAL | CLERK |
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| ADDOMED. | DAKKEI | N 1°12-X. | T T I/ | I'IM I (| JK | | |
| APPROVED: | | | | | | | |

RESOLUTION No. 170, 2025

A RESOLUTION AUTHORIZING ENTERING INTO A SHARED SERVICES AGREEMENT WITH ATLANTIC COUNTY FOR HIGHWAY DIGITAL MESSAGE BOARDS AND ELECTRONIC SPEED FEEDBACK SIGNS

WHEREAS, the County received a LEAP Implementation Grant in the amount of \$57,375.00, from the New Jersey Department of Community Affairs for the purchase of three highway digital message boards; and

WHEREAS, the County also received a LEAP Implementation Grant in the amount of \$28,125.00, from the New Jersey Department of Community Affairs for the purchase of three electronic speed feedback signs; and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the Common Council of the City of Linwood is desirous of entering into a Shared Services Agreement with the County of Atlantic to allow Linwood to borrow, on an as needed basis, at no cost, the Highway Digital Message Boards and Electronic Speed Feedback Signs;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Mayor be and is hereby duly authorized, empowered and directed to execute a Shared Services Agreement on behalf of the City of Linwood with the County of Atlantic for Highway Digital Message Boards and Electronic Speed Feedback Signs.

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 22nd day of October, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22nd day of October, 2025.

| | LEIGH | ANN | NAPOLI, | RMC, | MUNICIPAL | CLERK |
|----------|-------|-------|----------|------|-----------|-------|
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| | DARRE | N MA' | rik, MAY | OR | | |
| PPROVED: | | | | | | |

SHARED SERVICES AGREEMENT BETWEEN ATLANTIC COUNTY AND THE CITY OF LINWOOD

| THIS SHARED SERVICES AGREEMENT is made and entered into on this | | | | | |
|---|---|--|--|--|--|
| day of | , 2025, by and between the COUNTY OF ATLANTIC (hereinafter | | | | |
| "Count | y"), and the CITY OF LINWOOD (hereinafter "Municipality"). The County and | | | | |
| Munici | pality may be referred to throughout this Agreement as "Party" or collectively "Parties." | | | | |

BACKGROUND STATEMENT

WHEREAS, the County received a LEAP Implementation Grant in the amount of \$57,375.00 from the New Jersey Department of Community Affairs for the purchase of three (3) highway digital message boards; and

WHEREAS, the County provided a cash match in the amount of \$19,125.00 for the purchase of these digital message boards, costing a total amount of \$76,500.00; and

WHEREAS, the County also received a LEAP Implementation Grant in the amount of \$28,125.00 from the New Jersey Department of Community Affairs for the purchase of three (3) electronic speed feedback signs; and

WHEREAS, the County provided a cash match in the amount of \$9,375.00 for the purchase of these electronic speed feedback signs, costing a total amount of \$37,500.00; and

WHEREAS, the purpose of this Shared Services Agreement is to allow the Municipality to borrow, on an as needed basis, at no cost to the Municipality, the highway digital message boards and electronic speed feedback signs; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local governmental units to enter into agreements for the pooling of resources and sharing of services, with an aim of reducing property taxes through the reduction of local expenses; and

WHEREAS, the County and Municipality desire to enter into this Shared Services Agreement for the term commencing from January 1, 2026, and terminating December 31, 2030; and

WHEREAS, entering into this Shared Services Agreement in advance of the actual need will enable the County to facilitate the prompt availability of the highway digital message boards and electronic speed feedback signs; and

WHEREAS, the Parties acknowledge that this Agreement is contingent upon the adoption of all related Resolutions by the respective Parties. The County is entering into this

Agreement as authorized by Resolution #52 and #53, dated February 4, 2025. Municipality is entering into this Agreement as authorized by Resolution #_____, dated _____, 2025.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and of the benefits which will accrue to the County and to the Municipality, the Parties do mutually agree as follows:

I. INCORPORATION OF BACKGROUND:

The background statement above is incorporated into the terms and conditions of this Agreement.

II. SCOPE OF SERVICES:

The County applied for a LEAP Implementation Grant from the New Jersey Department of Community Affairs in the amount not to exceed \$76,500.00, which includes \$57,375.00 in grant funding plus the County's cash match of \$19,125.00 to purchase three (3) highway digital message boards. The County also applied for a LEAP Implementation Grant from the New Jersey Department of Community Affairs in the amount not to exceed \$37,500.00, which includes \$28,125.00 in grant funding plus the County's cash match of \$9,375.00 to purchase three (3) electronic speed feedback signs. The County purchased the highway digital message boards and electronic speed feedback signs to make them available to Municipality on an as needed basis.

The Municipality agrees to properly use the highway digital message boards and electronic speed feedback signs on an as needed basis.

III. TIME OF PERFORMANCE:

This Agreement will be in effect for the term commencing from January 1, 2026, and terminating December 31, 2030.

Services of the Municipality shall commence on an as needed basis.

IV. RESPONSIBILITIES OF THE PARTIES:

- A. The County shall maintain title and registration of the three (3) highway digital message boards and three (3) electronic speed feedback signs.
- B. If Municipality causes damage to the highway digital message board(s) or electronic speed feedback sign(s), the Municipality must make a promise to repair. Repairs must be completed within 20 days. If repairs are not made within 20 days, then the County may proceed in any manner it sees fit to repair the highway digital message board(s) or electronic speed feedback sign(s) and seek reimbursement for same.

- C. The County and Municipality shall each maintain written records regarding pick up, possession and return of the highway digital message board(s) and electronic speed feedback sign(s). A representative of the County and representative of the Municipality (driver) shall perform a pre-inspection of the highway digital message board(s) and electronic speed feedback sign(s) before it is picked up and a post-inspection upon return. Any damage or other findings shall be documented in writing by both parties.
- D. In performing services pursuant to this Agreement, the Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement.

V. NOTICES:

Communication concerning this Agreement shall be directed to the following:

Atlantic County
Gerald DelRosso, County Administrator
1333 Atlantic Avenue, 8th Floor
Atlantic City, New Jersey 08401

City of Linwood City Clerk, City of Linwood 400 Poplar Avenue Linwood, NJ 08221

N. Lynne Hughes, County Counsel 1333 Atlantic Avenue, 8th Floor Atlantic City, New Jersey 08401

VI. GENERAL CONDITIONS:

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Municipality shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Municipality is an independent subrecipient.

B. <u>Liability/Hold Harmless</u>

Municipality shall hold harmless, defend and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Municipality's performance or nonperformance of the services or subject matter called for in this agreement.

C. <u>Insurance and Bonding</u>

Municipality shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Municipality shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

D. Amendments

The County or Municipality may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both Parties, and approved by the County Board of Commissioners. Such amendments shall not invalidate this Agreement, nor relieve or release the County nor the Municipality from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, State, or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and the Municipality.

E. <u>Disclaimer of Warranty</u>

The County disclaims all warranties or condition with respect to the quality, performance, or functionality of the services provided herein, express or implied, including warranties of merchantability and fitness for a particular purpose. The Municipality acknowledges and agrees that the County has made no representation regarding the condition of the highway digital message boards and electronic speed feedback signs and the highway digital message boards and electronic speed feedback signs are being shared strictly in "as is" and "where is" condition with no warranties, either expressed or implied by same.

F. Grantor Recognition

Municipality shall ensure recognition of the role of the grantor agency in proving services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Municipality will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Default

A violation, breach, or failure to perform any of the terms, conditions or obligations under this Agreement shall constitute a default by the violating, breaching or non-performing party. Prior to default being declared, a defaulting Party must receive at least twenty (20) days advance written notice of the default. If the default is a monetary default on behalf of Atlantic County, and the same is not cured within thirty (30) days after

receipt by Atlantic County of notice of the default, the Municipality may immediately terminate this Agreement without liability and without prejudice to any other rights and remedies pursuant to law. With respect to any default other than a monetary default by Atlantic County, the Parties may avail themselves of all rights and remedies to which they are legally entitled.

H. Impossibility or Impracticability of Performance

If, for any reason, an unforeseen event occurs that is beyond the control of the County, which renders it impossible or impracticable for the County to fulfill the services set forth in this Agreement, the Agreement shall terminate, and the Municipality shall have no right to nor claim for damages against the County. The Municipality shall provide as much notice as possible if it seeks to terminate the Agreement pursuant to this paragraph.

I. Waiver

The Parties understand and agree that any action or inaction concerning any of the terms or conditions of this Agreement by either party shall not be considered a waiver of any rights by said Party.

J. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

K. Approvals Necessary

This Agreement shall not be considered binding upon the Parties until an appropriate Resolution or Ordinance adopting the same has been approved by the governing bodies.

L. Assignment.

No Party may assign this Agreement or any rights or obligations hereunder, without the express prior written consent of the other Party and such attempted assignment shall be void.

M. Governing Law/Venue

This Agreement shall be governed and construed by the laws of the State of New Jersey and any litigation brought in relation to this Agreement shall be brought in the Superior Court of New Jersey, Atlantic County.

N. Entire Agreement

This Agreement embodies the entire Agreement between the Parties hereto relative to the subject matter hereof. No variation, modification, change or amendment shall be binding upon any Party hereto unless executed by said Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

| ATTEST: | COUNTY OF ATLANTIC | | | |
|---|-----------------------|--|--|--|
| TARA SILIPENA, Clerk | DENNIS LEVINSON | | | |
| County Commissioners | County Executive | | | |
| Approved as to form on behalf of Atlantic County: | | | | |
| KAITLYN FLYNN Assistant County Counsel | | | | |
| ATTEST: | CITY OF LINWOOD | | | |
| LEIGH ANN NAPOLI, Clerk City of Linwood | DARREN MATIK Mayor | | | |

k Linwood Speed Feedback Signs and Digital Message Boards-2026-2030.doc