

**LINWOOD COMMON COUNCIL
CAUCUS AGENDA
September 14, 2022
6:00 P.M.**

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

1. Roll Call Mayor Matik ___ Mrs. Albright _____ Mrs. Byrnes _____
 Mrs. DeDomenicis _____ Mr. Ford _____ 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 Albright
 - A. Planning, Engineering, & Development
 1. Ordinance for abandonment of nonconforming uses – final reading
 2. Helmets and scooters
5. Councilwoman Byrnes
 - A. Neighborhood Services
 1. Resolution authorizing a Use & Occupancy Agreement with MRHS Support Our Troops
 2. Knock Out Opioid Abuse Day
6. Councilwoman DeDomenicis
 - A. Public Works
 1. Resolution authorizing Shared Services Agreement with Atlantic County for attenuators
7. Councilman Ford
 - A. Planning, Engineering, & Development
 1. Resolutions authorizing temporary signage for Farmers Market and Salon Kink’s Trunk or Treat
 2. Resolution authorizing an Amendment to a Deed of Easement with GLB Management
 3. Resolution authorizing refund of Construction Permit due to a cancellation of the project
 4. Resolution canceling the Transportation Alternatives Set-Aside Program Grant for the Linwood/Seaview Bike Path Extension project
 5. Ordinance prohibiting parking on North side of Poplar Ave from Oak to Wabash and designating a stop intersection at Maple Ave & Wabash Ave – first reading
 6. Ordinance amending Chapter 212 Rental Property for Lead Based Paints – first reading
8. Councilman Levinson
 - A. Revenue & Finance
 1. Resolution authorizing the refund of a sewer payment due to sale of property
 2. Resolution authorizing cancellation of taxes for 210 Haines Ave due to permanent disable Veterans status
 3. Resolution authorizing various tax overpayments made by Corelogic
 4. Resolution authorizing an Agreement with BRT Technologies for tax assessment software

9. Councilman Michael

A. Public Safety

1. Resolution authorizing Shared Services Agreement with LBOE for Class III Officers
2. Resolutions hiring Special Class III Officers
3. Resolution appointing Firefighter Frank Gabriel to the position of Acting Captain
4. Resolution authorizing the hiring of Lisa Isidro as a Substitute Crossing Guard
5. ATV/dirt bikes

10. Council President Paolone

A. Administration

1. Ordinance amending Chapter 52A Employee Manual for sick leave – first reading

11. Solicitor's Report

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
September 14, 2022**

CALL TO ORDER

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

FLAG SALUTE: Councilwoman Blair Albright

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCES

- | | |
|-------------------|---|
| 11 OF 2022 | AN ORDINANCE AMENDING CHAPTER 277 ZONING, ARTICLE X, USES AND SUPPLEMENTAL STANDARDS, SECTION 277-38, NONCONFORMING USES, STRUCTURES AND LOTS, OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
<i>FIRST READING:</i> August 10, 2022
<i>PUBLICATION:</i> August 15, 2022
<i>PASSAGE:</i> September 14, 2022 |
| 13 OF 2022 | AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 212 RENTAL PROPERTY, FOR LEAD BASED PAINTS OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
<i>FIRST READING:</i> September 14, 2022
<i>PUBLICATION:</i> September 19, 2022
<i>PASSAGE:</i> September 28, 2022 |
| 14 OF 2022 | AN ORDINANCE AMENDING CHAPTER 263 VEHICLES AND TRAFFIC, ARTICLE I GENERAL REGULATIONS OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
<i>FIRST READING:</i> September 14, 2022
<i>PUBLICATION:</i> September 19, 2022
<i>PASSAGE:</i> September 28, 2022 |
| 15 OF 2022 | AN ORDINANCE AMENDING CHAPTER 52A EMPLOYEE MANUAL OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED, THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.
<i>FIRST READING:</i> September 14, 2022
<i>PUBLICATION:</i> September 19, 2022
<i>PASSAGE:</i> September 28, 2022 |

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.

- | | |
|-----------------|--|
| 139-2022 | A Resolution authorizing temporary signage for the Linwood Farmers Market |
| 140-2022 | A Resolution authorizing the Mayor and City Clerk to execute an Amendment to a Deed of Easement between the City of Linwood and GLB Management, LLC |
| 141-2022 | A Resolution authorizing the refund of a Construction Permit #2022-0049 to Sunrun Installation Services, Inc. |
| 142-2022 | A Resolution authorizing the refund of a sewer payment made by John Applegate |
| 143-2022 | A Resolution authorizing the cancellation of 2022 final taxes due to tax exempt status for Block 163 Lot 2 located at 210 W. Haines Avenue |
| 144-2022 | A Resolution authorizing the refund of various tax overpayments made by Corelogic Mortgage |
| 145-2022 | A Resolution approving temporary signage for Salon Kink's Trunk or Treat Halloween event at Central Square |
| 146-2022 | A Resolution appointing Firefighter Frank Gabriel to the position of Acting Captain in the Linwood Fire Department |
| 147-2022 | A Resolution authorizing an Agreement between the City of Linwood and BRT Technologies, LLC for Tax Assessment Software |
| 148-2022 | A Resolution canceling the Transportation Alternatives Set-Aside Program Funding for the Linwood/Seaview Bike Path Extension Project in the City of Linwood |
| 149-2022 | A Resolution authorizing a Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Linwood Board of Education for the provisions of Two Class III Special Law Enforcement Officers |
| 150-2022 | A Resolution authorizing a Use and Occupancy Agreement with Mainland Regional High School on behalf of MRHS Support our Troops Club |
| 151-2022 | A Resolution authorizing a Shared Services Agreement with the County of Atlantic for the purchase and use of Trailer Mounted Attenuators |
| 152-2022 | A Resolution authorizing the hiring of Lisa Isidro as a Substitute School Crossing Guard for the City of Linwood |
| 153-2022 | A Resolution recognizing October 6, 2022 as Knock Out Opioid Abuse Day |
| 154-2022 | A Resolution authorizing the hiring of George Adams and Daniel Bryan, Jr. as Special Law Enforcement Officers, Class III, for the City of Linwood |

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 11, 2022

AN ORDINANCE AMENDING CHAPTER 277 ZONING, ARTICLE X, USES AND SUPPLEMENTAL STANDARDS, SECTION 277-38, NONCONFORMING USES, STRUCTURES AND LOTS, 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 277, Article X, Uses and Supplemental Standards, Section 277-38, Nonconforming uses, structures and lots is hereby amended to add the following section:

G. Abandonment of nonconforming uses; in the event that there shall be an abandonment of any existing nonconforming use, such use shall not be permitted to continue.

(1) Definitions:

(a) Abandonment of a nonconforming use requires the occurrence of two elements: (1) an intention to abandon or relinquish; and (2) some overt act, or some failure to act, which carries the implication that the owner neither claims nor obtains any interest in the subject matter of the abandonment.

(b) Certificate of Non-Conforming Use. A non-conforming use is any use of land or structure that is not permitted by the current zoning ordinance but existed at the time of the adoption of the zoning ordinance. For purposes of continuing the nonconforming use approval without occupancy, a Certificate of Non-Conforming Use shall be obtained upon application by the owner of said property to the Zoning Officer or Board of Adjustment when such land or structure is not occupied and being used.

(2) A nonconforming use business shall continue to obtain a Mercantile License from the City Clerk to continue operation as an approved nonconforming use. Should the business close or become vacant, the property owner shall obtain a Certificate of Nonconformity in order for the location to continue to hold nonconforming use approval. Upon failure to obtain a Mercantile License for two consecutive years without obtaining a Certificate of Nonconformity during those same two years, such nonconforming use shall not be permitted to continue.

- (3) For purposes of a nonconforming rental unit/duplex, owners shall continue to register the property as such. Should the rental become vacant, the property owner shall obtain a Certificate of Nonconformity for the location to continue to hold the nonconforming use approval. Upon failure to register the rental unit/duplex for two consecutive years without obtaining a Certificate of Nonconformity from the City during those same two years, such use shall not be permitted to continue.
- (4) The Certificate of Nonconformity shall be renewed annually or until such time as a Mercantile License or a Rental Registration is obtained.
- (5) The fee for the Certificate of Nonconformity shall be \$75.00 per certificate.

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.

<i>FIRST READING:</i>	<i>August 10, 2022</i>
<i>PUBLICATION:</i>	<i>August 15, 2022</i>
<i>PASSAGE:</i>	<i>September 14, 2022</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, August 10, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 14, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

ORDINANCE NO. 13, 2022

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 212 RENTAL PROPERTY, FOR LEAD BASED PAINTS 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 212 Rental Property, Section 212-3, Registration form shall be supplemented to add subparagraphs "D" through "F" which will read as follows:

D. At the time of the filing of the registration form referred to in this Chapter, or at the time of any registration amendment due to tenant turnover, every owner shall present to the Code Enforcement Officer notice of the last tenant turnover date, as well as a valid lead-based paint evaluation report prepared by a certified lead evaluation contractor as set forth in Subsection G below. Should the owner fail to provide such a report within thirty (30) days of filing, the City, shall have said inspection performed with the City's cost for same to be assessed against the landlord's rental property as a municipal lien.

E. Should the evaluation report identify lead-based hazards, then the owner shall remediate the hazards through abatement or lead-based hazard control mechanisms. The remediation shall be confirmed through a subsequent lead-based hazard inspection. The identification of a lead-based hazard will result in the City, or the inspector retained to conduct such inspections, providing notification of same to the Commissioner of Community Affairs.

F. If there are no findings of a lead-based hazard in the initial or any subsequent inspection conducted pursuant to the provisions of Subsections D and E above, the lead evaluation inspector or representative of the City shall certify the unit as lead-safe, on a form proscribed by the Department of Community Affairs. This lead-safe certification shall be valid for two years. A copy of this certification shall be provided to the tenants of the unit inspected.

G. Notwithstanding the provisions of Subsection D above, a dwelling unit in a single family, two-family, or rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:

- 1) has been certified to be free of lead-based paint;
- 2) has previously been inspected, and three years will not have passed before the next required registration of the property and there has not been a tenant turnover since the last inspection;
- 3) was constructed during or after 1978;
- 4) is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least ten (10) years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on the

multiple dwelling under the “Hotel and Multiple Dwelling Law,” N.J.S.A. 55:13A-1 et seq.

5) has a valid lead-safe certification issued pursuant to Subsection D, above.

H. Pursuant to the provisions of N.J.S.A. 52:27D-437.16, unless a unit owner demonstrates that the Department of Community Affairs has already assessed an additional inspection fee of \$20, a fee of \$20 for each inspection per unit shall be paid by the owner at the time of the registration of the unit. Said fee shall be deposited by the City into the “Lead Hazard Control Assistance Fund” established pursuant to N.J.S.A. 52:27D-437.4.

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.

<i>FIRST READING:</i>	<i>September 14, 2022</i>
<i>PUBLICATION:</i>	<i>September 19, 2022</i>
<i>PASSAGE:</i>	<i>September 28, 2022</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, September 14, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 28, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

ORDINANCE NO. 14, 2022

AN ORDINANCE AMENDING CHAPTER 263 VEHICLES AND TRAFFIC, ARTICLE I GENERAL REGULATIONS 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 263, Article I. General Regulations, Section 263-4 Prohibited parking; stopping or standing; time limit parking; snow emergencies; violations and penalties is hereby amended to add the following:

Name of Street	Side	Location
Poplar Avenue	North	From Oak Avenue to Wabash Avenue

SECTION 2: Chapter 263, Article I. General Regulations, Section 263-9 Stop intersections is hereby amended to add the following:

Intersection	Stop Sign On
Maple Avenue and Wabash Avenue	Northerly side of Maple Avenue for traffic proceeding northbound on Maple Avenue

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>September 14, 2022</i>
<i>PUBLICATION:</i>	<i>September 19, 2022</i>
<i>PASSAGE:</i>	<i>September 28, 2022</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, September 14, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 28, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

ORDINANCE NO. 15, 2022

AN ORDINANCE AMENDING CHAPTER 52A EMPLOYEE MANUAL 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 52A, Employee Manual, Article IV, Absence from Employment, Section C, Sick Leave, 3. Regulations is hereby amended to add the following:

q. Employees shall not be permitted to utilize sick leave in advance and prior to the accrual thereof.

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>September 14, 2022</i>
<i>PUBLICATION:</i>	<i>September 19, 2022</i>
<i>PASSAGE:</i>	<i>September 28, 2022</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, September 14, 2022 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 28, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION NO. 139, 2022

A RESOLUTION APPROVING TEMPORARY SIGNAGE FOR THE LINWOOD FARMERS MARKET

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the temporary lawn signs shall be permitted for a period beginning on September 6, 2022 and ending on October 30, 2022.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 140, 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO A DEED OF EASEMENT BETWEEN THE CITY OF LINWOOD AND GLB MANAGEMENT, LLC

WHEREAS, the City of Linwood adopted Ordinance No. 17, 2020 authorizing the acceptance by the City of Linwood from GLB management, LLC of 2110 New Road an Easement for the location, construction, operation and maintenance of a portion of the bicycle path in the City of Linwood; and

WHEREAS, it is necessary to amend the aforesaid Deed of Easement with regard to maintenance and insurance; and

WHEREAS, the Common Council of the City of Linwood is desirous of authoring the amendment;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood, hereby authorizes the Amendment to the Deed of Easement between the City of Linwood and GLB Management, LLC of 2110 New Road for the location, construction, operation and maintenance of a portion of the bicycle path in the City of Linwood;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute the Amendment to the Deed of Easement between the City of Linwood and GLB Management, LLC.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

ORDINANCE NO. 17, 2020

AN ORDINANCE AUTHORIZING THE ACCEPTANCE BY THE CITY OF LINWOOD FROM GLB MANAGEMENT, LLC OF 2110 NEW ROAD AN EASEMENT FOR THE LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF A PORTION OF THE BICYCLE PATH IN 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: WHEREAS, the Common Council of the City of Linwood is desirous of accepting an easement from GLB Management, LLC along New Road on Block 6, Lot 24 for the location, construction, operation and maintenance of a portion of the Bicycle Path in the City of Linwood; and

WHEREAS, an appropriate easement for the location, construction, operation and maintenance of a portion of the Bicycle Path in the City of Linwood has been prepared and submitted to the City of Linwood; and

WHEREAS, it is the Common Council's desire to accept said Easement and to pay consideration in the sum of \$1.00 with regard to same;

The City of Linwood is hereby duly authorized, empowered and directed to pay the sum of \$1.00 to accept the Easement which is attached hereto as Exhibit "A" and made a part hereof for the purpose of accepting a Deed of Easement on behalf of the City of Linwood from GLB Management, LLC.

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


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

FIRST READING:	November 24, 2020
PUBLICATION:	November 30, 2020
PASSAGE:	December 9, 2020

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, November 24, 2020 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on December 9, 2020.


LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK


DARREN MATIK, MAYOR

AMENDMENT TO DEED OF EASEMENT

AMENDMENT TO DEED OF EASEMENT (the "Amendment"), made as of this ____ day of _____, 2022, by and between **GLB MANAGEMENT, LLC**, a New Jersey limited liability company (the "Grantor") and the **CITY OF LINWOOD**, a municipal corporation of the State of New Jersey (the "Grantee").

BACKGROUND

- A. On or about November 11, 2021, the Grantor granted to the Grantee a Deed of Easement with respect to a portion of the Grantor's property (the "Grantor's Property") known as Lot 24 in Block 6 on the official tax map of the City of Linwood, New Jersey (the "Deed of Easement").
- B. The Deed of Easement was recorded in the Office of the Clerk of Atlantic County, New Jersey on February 2, 2022 in Volume 15167 as Instrument No. 2022004386.
- C. Subject to and upon the terms and conditions hereinafter set forth, and for good and valuable consideration, the Grantor and the Grantee desire to amend the Deed of Easement.

NOW, THEREFORE, in consideration of the performance of the covenants contained herein, and for the sum of Ten (\$10.00) Dollars paid by the Grantee to the Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each party intending to be legally bound and to bind such party's successors in title, and incorporating the foregoing Recitals into the body of this Amendment, the parties hereby mutually agree as follows:

Terms

1. Certain Definitions. As used in this Amendment, in addition to terms defined herein and Background sections of this Amendment:

"Including" shall mean including without limitation.

"Maintenance" (and words that are derived therefrom, such as "Maintain" and "Maintaining") shall mean the obligation of the Grantee, in accordance with Reasonable Practices, to effectuate repairs, cleaning, modification, paving, re-paving, snow plowing, sanding and salting of the improvements contemplated in the Deed of Easement to be located on that portion of the Grantor's Property that is additionally described in the Deed of Easement (the "Easement Area"), Including drainage facilities and lighting fixtures, as is required to be constructed or installed by Grantee under this Amendment.

"Reasonable Practices" shall mean those construction and/or maintenance standards that shall be employed by the Grantee to perform work required hereunder on the Easement Area and to keep the Easement Area in safe, good condition and repair, which such work shall be conducted in a commercially reasonable manner by the Grantee, or by the Grantee's contractors, materialmen or employees, and which such work shall be performed in a

safe, good and workmanlike manner with due regard to the safety of persons and property and in conformity with all applicable laws, ordinances and other legal requirements.

2. In addition to the improvements described in the Deed of Easement, the Grantee shall install and Maintain exterior lighting to illuminate the Easement Area and the improvements to be constructed by the Grantee therein in accordance with all applicable laws and consistent with other externally illuminated areas of the bicycle path owned or Maintained by the Grantee.

3. Construction and Maintenance of the Easement Area and the improvements located therein and any replacements thereof shall be the responsibility of the Grantee, at its sole cost and expense, using Reasonable Practices and shall be based on a regular schedule, as established by Grantee with regard to the Maintenance of the bicycle path and the Easement Area.

4. The Grantee will comply with all reasonable requests that the Grantor may from time to time make, provided that such requests are not contrary to the intent of the rights granted to the Grantee in the Deed of Easement.

5. The Grantee shall give the Grantor at least thirty (30) days' prior written notice before commencing any work on or affecting the Easement Area or the Grantor's Property. Such notice, and all other notices to the Grantor under this Amendment, shall be sent to the address and in the manner set forth in Section 9.10(b) below.

6. Insurance. The Grantee shall maintain, at its own cost, liability, worker's compensation and such other forms of insurance, in such amounts and on such terms and conditions as is customary and reasonable for improvements of the nature of the project described in the Deed of Easement, subject, nevertheless to the reasonable written approval of the Grantor, whose approval shall not be unreasonably withheld; provided that Grantor's approval shall be deemed to be granted if Grantee maintains at all times at least those insurance coverages and limits that comply with the requirements set forth in Schedule A attached hereto and made a part hereof. Prior to its entry upon the Grantor's Property for the purposes contemplated by the Deed of Easement, and at all times thereafter, the Grantee shall furnish to the Grantor certificates of insurance evidencing the insurance coverage obtained in accordance with this Section, and the Grantee shall name the Grantor, as its interests may appear under this Amendment, except for the worker's compensation insurance certificate to the extent required to be furnished herein.

7. Indemnification. The Grantee assumes the risk of, and shall jointly and severally indemnify, hold harmless, and defend the Grantor, its affiliates, and their respective officers, directors, members, employees, agents, contractors, subcontractors, invitees and successors and assigns, as the case may be, from and against, any and all losses, claims, liabilities, costs, damages, expenses (Including reasonable attorney and expert fees, and disbursements incurred by any of them) and suits and proceedings of any nature whatsoever (Including for personal injury, death, or property or environmental damage) arising out of or connected with the Deed of Easement and the rights or performance of any of the obligations of the Grantee under the Deed of Easement and this Amendment, and the use of the Easement Area, Including a failure of the

Grantee to perform any of its obligations thereunder and under this Amendment. Notwithstanding the foregoing provisions of this Section 7, this indemnity shall not apply to the extent that such liability is determined by a court of competent jurisdiction to be based solely on the negligence of the Grantor. The terms of this Section 7 shall survive a party's transfer of title to the Grantor's Property.

8. Compliance. The Grantee shall, at its expense, comply with all applicable federal, state and local laws, rules, regulations and ordinances relating to the exercise of the rights created hereunder. Without limiting the generality of the foregoing, the Grantee shall comply, at its expense, with all applicable federal, state and local laws, rules, regulations and ordinances relating to the use, storage, release, discharge or handling of any hazardous or toxic materials or waste, related to the construction and or maintenance of the bicycle path within the Easement Area located on Grantor's Property.

9. General Provisions.

9.1 This Amendment will be effective immediately upon execution by both parties.

9.2 All exhibits attached to this Amendment are part of this Amendment and the material contained in such exhibits shall be construed and interpreted as if contained within the text of the Amendment.

9.3 The Section headings of this Amendment are for convenience and reference only and in no way define, limit, or describe the scope and intent of this Amendment, nor in any way affect this Amendment.

9.4 Words of any gender in this Amendment shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

9.5 This Amendment shall be governed by and construed in accordance with the law of the State of New Jersey, without giving effect to its choice of law rules.

9.6 This Amendment and the Deed of Easement constitute the entire agreement among the parties hereto and supersedes all prior agreements and undertakings relating to the subject matter hereof.

9.7 This Amendment may not be modified, amended or discharged except by an instrument in writing signed by all of the parties. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the party against whom enforcement thereof is sought.

9.8 This Amendment shall inure to the benefit of and bind the Grantor and the Grantee, and their respective affiliates, successors (including without limitation successors-in-title to the Grantor's Property), assigns, transferees, and tenants.

9.9 In the event that any of the provisions of this Amendment are held to unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Amendment, with a view toward effecting the purpose of this Amendment, and the validity and enforceability of the remaining provision hereof shall not be affected by such holding.

9.10 (a) Upon request, each party shall indicate to the other party, by notice, the name, address and phone number of the appropriate person to contact during each eight-hour work shift in the event of an emergency, a scheduled or forced interruption, or reduction in services. The notice last received by a party shall be effective until modified by another notice received by that party.

(b) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be given by a reputable, nationally recognized overnight delivery service (prepaid or billed to sender) to the respective parties at their addresses as follows:

Lorey Bird, Operating Manager
GLB Management, LLC
215 W. Inlet Road
Ocean City, NJ 08226
Email: loreybird@yahoo.com

and: Lee A. Jerome, Senior Associate
Levin Commercial Real Estate
17 So. Gordon's Alley
Atlantic City, NJ 08401
Email: lee@levinre.com

and: Kurt V. Mayro, Esquire
1018 W. Brigantine Avenue
Brigantine, NJ 08203
Email: kmayro@verizon.net
Phone: cell preferred (609) 226-0232

or to such other address as is furnished by notice received from the addressee and any such communication shall be deemed to have been given as of the date so delivered, telecopied or mailed (except as otherwise expressly provided herein).

(c) Notices shall be deemed delivered on the next business day following deposit of such notice with such recognized national overnight delivery service.

9.11 Time shall be of the essence with respect to all dates and periods set forth in this Amendment.

9.12 THE GRANTOR AND THE GRANTEE HEREBY WAIVE ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO ANY ASPECT OF THIS

AMENDMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL WITH RESPECT TO THIS WAIVER.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first above written.

GRANTOR

GLB Management, LLC

By: _____

Name: Lorey Bird

Title: Sole Member

GRANTEE

CITY OF LINWOOD

By: _____

Name: Darren Matik

Title: Mayor

STATE OF _____ :

ss.:

COUNTY OF _____ :

On the ____ day of _____, 2022, before me, the subscriber, a notary public, personally appeared Lorey Bird, who acknowledged herself to be the Sole Member of GLB Management, LLC, a New Jersey limited liability company, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Notary Public of New Jersey
My Commission Expires: _____

STATE OF _____ :

ss.:

COUNTY OF _____ :

On this, the ____ day of _____, 2022, before me, the subscriber, a notary public, personally appeared Darren Matik, who acknowledged himself to be the Mayor of the City of Linwood, a municipal corporation of New Jersey, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Notary Public of _____
My Commission Expires: _____

SCHEDULE A

INSURANCE

(a) Commercial General Liability insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including but not limited to premises-operations; products/completed operations; contractual liability; independent contractors and personal injury and advertising injury.

(b) As to any vehicles titled in the name of the Grantee, Commercial Automobile Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. If the Grantee has no vehicles titled in its name, then non-owned and hired automobile liability must be endorsed on to the Grantee's Commercial General Liability insurance policy.

To the extent that the Grantee has any employees, Workers' Compensation in compliance with the statutory requirements of the state(s) of operation and Employer's Liability with a minimum limit of \$1,000,000 each employee-accident/each employee-disease/policy limit. If the Grantee has no employees, the Grantee must execute and deliver to the Grantor a Waiver of Workers Compensation Rights document.

Limits may be met with by a combination of primary liability or umbrella/excess liability. All insurance coverage required by this Amendment shall include the then current fee owner of the Grantor's Property as an additional insured as their interest may appear with respect to the activities performed in connection with the Deed of Easement.

All policies required by this Amendment, excluding Workers' Compensation and Employer's Liability, shall: (i) contain waivers of subrogation in favor of the Grantor; (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the Grantor; (iii) shall be issued by companies authorized or permitted to conduct business in the State in which the work is to be performed; (iv) must have an A.M. Best rating of "A-VII" or better.

The Grantee shall provide the Grantor with certificates of insurance evidencing the insurance required by this Amendment and containing a provision stating that the insurer or its authorized representative shall provide thirty (30) days prior written notice of intent to non-renew, cancellation or material adverse change to the Grantor, except ten (10) day notice for nonpayment of premium shall apply.

RESOLUTION NO. 141, 2022

A RESOLUTION AUTHORIZING THE REFUND OF A CONSTRUCTION PERMIT #2022-0049 TO SUNRUN INSTALLATION SERVICES, INC.

WHEREAS, Sunrun Installation Services, Inc. paid \$431.00 to the City of Linwood for Construction Permit #2022-0049 with regard to a roof mount solar project at 610 W. Vernon Avenue in the City of Linwood; and

WHEREAS, the homeowner has decided not to move forward with the project; and

WHEREAS, a refund is due in the amount of \$336.00;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Chief Financial Officer of the City of Linwood be and hereby is authorized, empowered and directed to issue a check from the City of Linwood in the amount of \$336.00 to Sunrun Installation Services, LLC, 202 Commerce Drive, Suite 7, Moorestown, NJ 08057 as a refund of Construction Permit #2022-0049431.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Leigh Ann Napoli

From: Angela Marshall <amarshall@linwoodcity.org>
Sent: Tuesday, August 30, 2022 2:42 PM
To: 'Leigh Ann Napoli'
Cc: dmcbride@linwoodcity.org
Subject: FW: Refund request
Attachments: 610 VERNON AVE.pdf

Corrected amount:
The amount to refunded will be \$336.

The amount paid was \$431.

\$431 – permit fee
\$84- 20% plan review fee
\$11- DCA fee

\$336 refund

Thanks,

Angela Marshall
T.A.C.O / ZONING OFFICER
The City of Linwood
Construction Office
400 Poplar Ave.
Linwood, NJ 08221
609-926-7992



20220079

Linwood City

Bill Invoice

Construction Permit Application 20220079/13554

610 W VERNON AVE
LINWOOD NJ

B:153 L:3

SUNRUN INSTALLATION SERVICES INC
202 COMMERCE DR STE 7
MOORESTOWN NJ 08057

Please pay the below items

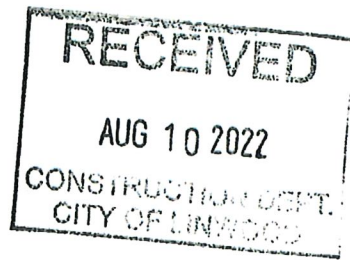
Description	Account	Fee	Paid	Balance
This is a fee item for fire subcode fee	#DEFAULT FIRE FEE ACCOUNT	\$75.00	\$75.00	\$0.00
This is a fee item for electrical subcode fee	#DEFAULT ELECTRICAL FEE ACCOUNT	\$195.00	\$195.00	\$0.00
This is a fee item for building subcode fee	#DEFAULT BUILDING FEE ACCOUNT	\$150.00	\$150.00	\$0.00
This is a fee item for the DCA fee	#DEFAULT DCA FEE ACCOUNT	\$11.00	\$11.00	\$0.00
		\$431.00	\$431.00	\$0.00

Issued To: SUNRUN INSTALLATION SERVICES INC

Amount Due
\$0.00

Linwood City

All payments must be received



Sunrun Installation Services, Inc.
202 Commerce Drive Ste 7
Moorestown, NJ 08057
609-331-6242 phone
609-269-2282 fax
NJS.Permitting@sunrun.com

Linwood City
Construction Department
400 Poplar Ave
Linwood, NJ 08221

To Whom It May Concern,

The purpose of this letter is to request the cancellation and refund of fees, if applicable, of Permit 20220049 for the photovoltaic solar project located at 610 W. Vernon Ave.

The homeowner, Jennifer Baginski, has decided not to move forward with the project.

Thank you for your consideration.

Regards,



Stacey Williams-Ewan

RESOLUTION NO. 142, 2022

A RESOLUTION AUTHORIZING THE REFUND OF A SEWER PAYMENT MADE BY JOHN APPELEGATE

WHEREAS, John Applegate was the owner of Block 124 Lot 3 Located at 404 Leenie Lane in the taxing district of the City of Linwood; and

WHEREAS, Mr. Applegate sold the property located at block 124 lot 3 known as 404 Leenie Lane in April 2022 and;

WHEREAS, a direct withdrawal payment was processed on the 2022 2nd half of the year sewer charges on July 1, 2022 and;

WHEREAS, Mr. Applegate is requesting a refund of the sewer payment withdrawn from his account on July 1,2022 in the amount of \$180.00;

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 Mr. John Applegate, 13126 SW Aureolian Lane Port, Port Saint Lucie, FL 34987 in the amount of \$180.00 which represents the amount of the sewer payment to said property.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Range: 2007-0 to 2007-0
 Year: First to Last
 Period: 1 to 12
 Date: 01/01/22 to 12/31/22
 Cycle: First to Last
 Section: First to Last
 Print Service Debit/Credit Only:
 Include Service Type: Sewer: Y

Account Type: First to Last
 Include Prior Year/Prd in Bal: Y
 Include Zero Bal: Y
 Exclude Non-NSF Reversed Payments: N
 Status: Active/Inactive

Order By: Date
 Report Type: Detail
 Print Block/Lot/Qual: N
 Name to Print: Bill To
 Location to Print: Property

* Overpayment amount applied to periods outside the range is not displayed

Account Id	Type	Section	Property Location	Address	Code	Meth	Check No	Description	Apply To	Principal	Penalty	Balance
2007-0	R01		404 LEENIE LANE									
FOX, KAITLYN R & TERESI, ROBERT K			404 LEENIE LN					LINWOOD, NJ		08221		
Sewer: 1												
07/01/22	Payment	22	2	Sewer	004	CK		Direct withdrawal		180.00-	0.00	0.00
05/06/22	Bill	22	2	Sewer	R01					180.00		180.00
											Prev. Bal:	0.00

NOTE: Prior Year/Period Principal and Penalty ARE included on this report.

From: mickeyapplegate55@gmail.com
Sent: Tuesday, August 16, 2022 9:57 AM
To: SWASHINGTON@LINWOODCITY.ORG
Cc: MICKEYAPPLEGATE55@GMAIL.COM
Subject: TAX REFUND

Flag Status: Flagged

Sylvia,

I lived at 404 Leenie Lane previously, and sold my house on or around April 15th of this year. On July 6th of this year \$180.00 was deducted from my bank account towards utilities for this property from your office. My realtor was Lisa Alper and I mentioned this to her, and she proceeded to give me your contact info to get this resolved and my money returned.

I am writing this email for the record and for your September meeting to get this resolved. You now have my email and hope this can be taken care of.

Thank you,

John Applegate

RESOLUTION NO. 143, 2022

A RESOLUTION AUTHORIZING THE CANCELLATION OF 2022 FINAL TAXES DUE TO TAX EXEMPT STATUS FOR BLOCK 163 LOT 2 LOCATED AT 210 W HAINES AVENUE

WHEREAS, Joshua Lamboy is the owner of Block 163 Lot 2 located at 210 W Haines Avenue in the taxing district of the City of Linwood; and

WHEREAS, Joshua Lamboy made application to the Tax Assessor of the City of Linwood for Property tax Exemption due to his 100% Permanently Disabled Veteran status and the Tax Assessor for the City of Linwood granted the exemption for Joshua Lamboy as of January 26, 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that the Tax Collector is hereby authorized, empowered and directed to cancel the 3RD & 4th quarter taxes for 2022 for the property known as block 163 lot 2 assessed in the name of Joshua Lamboy.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 144, 2022

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 2022 property taxes in accordance with the provisions of the statute so made and provided; and

WHEREAS, certain property owners have overpaid their 2022 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 2022 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., 3001 Hackberry Road, Irving, TX 75063 in the amount of the overpayments \$16,044.57 set forth on the attached list in order to refund monies representing overpayment of taxes to said property owners.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: MALCOLM, STANLEY J
Address: 14 WEST HAINES AVENUE, LINWOOD NJ 08221
Contract #: 23333268
Parcel #: 00168.0000 00001.0000

Dear Tax Collector:

Request to refund the amount of \$19.19 for the parcel 00168.0000 00001.0000

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

Please send the information to the below mentioned fax number or email.

Thank you very much for your help, if you have any questions or concerns, please contact me at Fax -817-826-0278, or email customerproductsupport@corelogic.com for CoreLogic.

Thank you,

Customer product support



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: LAMBOY JOSHUA N
Address: 210 W HAINES AVE, LINWOOD NJ 082210000
Contract #: 46854078
Parcel #: 00163.0000 00002.0000

Dear Tax Collector:

Request to refund the amount of \$1,509.00 for the parcel 00163.0000 00002.0000

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

Please send the information to the below mentioned fax number or email.

Thank you very much for your help, if you have any questions or concerns, please contact me at Fax -817-826-0278, or email customerproductsupport@corelogic.com for CoreLogic.

Thank you,

Customer product support



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: CLEAVER KATELYN R

 Address: 208 DAVIS AVE., LINWOOD NJ 08221

 Contract #: 43537342

 Parcel #: 00135.0000 00005.0000

Dear Tax Collector:

Request to refund the amount of \$1,611.51 for the parcel 00135.0000 00005.0000

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

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Thank you,

Customer product support



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: MILLER, CHRISTOPHER
MILLER, JESSICA

Address: 104 E ARLINGTON AVE, LINWOOD NJ 082210000

Contract #: 65141489

Parcel #: 00065.0000 00003.0000

Dear Tax Collector:

Request to refund the amount of \$2,412.05 for the parcel 00065.0000 00003.0000.

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

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Thank you,

Customer product support



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: DREAPER, BENJAMIN J
DREAPER, JACQUELYN S

Address: 1550 WOODLYNNE BLVD, LINWOOD NJ 082212336

Contract #: 28691911

Parcel #: 00040.0000 00027.0000

Dear Tax Collector:

Request to refund the amount of \$3,066.02 for the parcel 00040.0000 00027.0000.

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to CoreLogic for processing.

Please send the information to the below mentioned fax number or email.

Thank you very much for your help, if you have any questions or concerns, please contact me at Fax -817-826-0278, or email customerproductsupport@corelogic.com for CoreLogic.

Thank you,

Customer product support



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: GARRELS, GLENN
CARDANI, MICHELE

Address: 305 MELODY LN, LINWOOD NJ 08221

Contract #: 83843290

Parcel #: 00006.0000 00032.0000

Dear Tax Collector:

Request to refund the amount of \$2,394.64 for the parcel 00006.0000 00032.0000.

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

Please send the information to the below mentioned fax number or email.

Thank you very much for your help, if you have any questions or concerns, please contact me at Fax -817-826-0278, or email customerproductsupport@corelogic.com for CoreLogic.

Thank you,

Customer product support



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: DALZELL, ANNE
NACHTIGALL, ANNE

Address: 117 GARDEN COURT, LINDWOOD NJ 08221

Contract #: 10520910

Parcel #: 00004.0000 00004.0000 C117

Dear Tax Collector:

Request to refund the amount of \$1,695.55 for the parcel 00004.0000 00004.0000 C117.

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

Please send the information to the below mentioned fax number or email.

Thank you very much for your help, if you have any questions or concerns, please contact me at Fax -817-826-0278, or email customerproductsupport@corelogic.com for CoreLogic.

Thank you,

Customer product support



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: Laura, Harvey
Address: 102 GDN CT UNIT 102, LINWOOD NJ 082210000
Contract #: N/A
Parcel #: 00004.0000 00004.0000 C102

Dear Tax Collector:

Request to refund the amount of \$1,695.55 for the parcel 00004.0000 00004.0000 C102.

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

Please send the information to the below mentioned fax number or email.

Thank you very much for your help, if you have any questions or concerns, please contact me at Fax -817-826-0278, or email customerproductsupport@corelogic.com for CoreLogic.

Thank you,

Customer product support



CoreLogic
3001 Hackberry Road
Irving, TX 75063-0156
Phone: 800-225-4707.

August 12, 2022

LINWOOD CITY
(609)653-2730

RE: Homeowner: MOLINOWSKI MEGAN
Address: 536B W OCEAN HEIGHTS AVE, LINWOOD NJ 08221
Contract #: 68450133
Parcel #: 00002.0000 00003.0000 C536B

Dear Tax Collector:

Request to refund the amount of \$1,641.06 for the parcel 00002.0000 00003.0000 C536B.

Refunds and returned checks can be sent to:

CoreLogic Refunds Dept

3001 Hackberry Road, Irving, TX 75063

Or PO Box 9202, Coppell, TX 75019. Please reference the parcel number and amount returned on all funds remitted back to Corelogic for processing.

Please send the information to the below mentioned fax number or email.

Thank you very much for your help, if you have any questions or concerns, please contact me at Fax -817-826-0278, or email customerproductsupport@corelogic.com for CoreLogic.

Thank you,

Customer product support

RESOLUTION NO. 145, 2022

A RESOLUTION APPROVING TEMPORARY SIGNAGE FOR SALON KINK'S TRUNK OR TREAT HALLOWEEN EVENT AT CENTRAL SQUARE

WHEREAS, Salon Kink has requested permission for fifteen temporary lawn signs advertising their Trunk or Treat Halloween event; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, that permission for the placement of fifteen temporary lawn signs advertising Salon Kink's Trunk or Treat Halloween event is hereby granted based on the following conditions;

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

BE IT FURTHER RESOLVED, that the temporary lawn signs shall be permitted for a period beginning on September 15, 2022 and ending on October 31, 2022.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

SALON
KINK
SKIN

**TRUNK
OR
TREAT**

& The Shoppes At Central Square
present the 2nd annual



Sunday Oct 30th 2-5pm

Register your trunk at salonkink@gmail.com

or call 609-788-4881

\$50 a spot

(early registration 9/1-9/30 \$40)

all proceeds go to...



RESOLUTION NO. 146, 2022

A RESOLUTION APPOINTING FIREFIGHTER FRANK GABRIEL TO THE POSITION OF
ACTING CAPTAIN IN THE LINWOOD FIRE DEPARTMENT

WHEREAS, there exists the need to appoint an Acting Captain in
the Linwood Fire Department; and

WHEREAS, the Common Council of the City of Linwood is desirous of
appointing Firefighter Frank Gabriel to the position of Acting
Captain;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City
of Linwood, County of Atlantic, that Firefighter Frank Gabriel be and
is hereby appointed to the position of Acting Captain in the Linwood
Fire Department effective August 20, 2022;

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood,
do hereby certify that the foregoing resolution was duly adopted at a
Regular Meeting of the City Council of Linwood, held this 14th day of
September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 147, 2022

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF LINWOOD AND BRT TECHNOLOGIES, LLC FOR TAX ASSESSMENT SOFTWARE

WHEREAS, the Common Council of the City of Linwood is desirous of entering into an agreement with BRT Technologies, LLC for Tax Assessment Software for the City of Linwood; and

WHEREAS, said Agreement has been presented and reviewed and is found to be acceptable;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the City Clerk is hereby authorized, empowered and directed to execute an Agreement on behalf of the City of Linwood with the BRT Technologies, LLC for an annual cost of \$1,200.00.

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

Memo

To: Mayor and Members of Council
From: Anthony Strazzeri, CFO
CC: Leigh Ann Napoli, RMC, CMR, MPA, City Clerk
Date: 08-17-2022
Re: Availability of Funds-Tax Assessor Software

Pursuant to 40A: 4-57, I hereby certify that sufficient funds of \$1,200.00 will be available under tax assessment in the operating budget. Funds will be encumbered to the following:

BRT Technologies LLC 22 Birchwood Lane Mantua, NJ 08051



Proposal – Tax Assessment Software City of Linwood

BRT's Proprietary Suite of Assessment Services

General Synopsis

BRT Technologies offers cloud-based services backed by Amazon's AWS World Class Data Center. AWS offers a Tier 3+ equivalent rating. To our knowledge, no other New Jersey ModIV certified vendor offers this level of functionality. AWS offers cloud-based computing services in a fault tolerant environment. Data is replicated across multiple redundant zones. AWS database service boasts an SLA (service level agreement) with guaranteed up-time of over 99.99%. AWS engineers handle backup, security, virus-protection, and other advanced data center services guaranteeing your data is protected.

BRT is proposing the following services:

- PowerCama - Computer Aided Mass Appraisal software including the PowerPad with our Patented Sketching technology (Patent US 8,187,003 B2)
- Power ModIV - Certified New Jersey ModIV software
- PowerComp - PowerCama companion used to generate comparables.

BRT's cloud based proprietary ModIV, and CAMA services are available and fully operational whenever AWS is available except for occasional planned maintenance (running books, rolling over a year, etc.). Planned maintenance will only be done after working hours. For purposes of this proposal, planned maintenance shall not be counted as downtime. BRT maintains that its uptime will exceed the Municipality's requirement of availability every day from 6:00am through 11:59pm, 7 days a week.

When a client does not have Internet connectivity, BRT's proprietary caching functionality allows our ModIV, Cama, and PowerComp to operate OFF-LINE. The system will save/batch update transactions locally on the client's computer and automatically synchronize all stored transactions with the AWS host database as soon as the Internet connection is restored.

In the unlikely event that the system needs to be taken offline for unplanned maintenance, ModIV, Cama, and PowerComp clients may continue to work in offline mode. Data will then be automatically synchronized when the system becomes available.

BRT Technologies, LLC
22 Birchwood Lane
Mantua, NJ 08051

brttechnologies.com
P: 856-625-7747
F: 877-384-3111



BRT will supply its PATENTED CAMA stylus-based sketching system which has the capability to integrate information for residential assessment. The PowerCama has the capability to establish, create digital sketches from a stylus-based tablet PC, identify segments/characteristics of residential construction and create records, input a digital signature from the stylus pen-based tablet, create digital property record cards, which shall update the CAMA master file in an “online real time” basis as well as off-line “batch” basis when Internet is not available. No manual encoding is ever needed.

Communications between a client computer and AWS is accomplished via industry-standard HTTPS encrypted data connection. Local data is encrypted using industry-leading, government grade AES encryption. The Advanced Encryption Standard, or AES, is a symmetric block cipher chosen by the U.S. government to protect classified information and is implemented in software and hardware throughout the world to encrypt sensitive data.

Documents, pictures, appeals, and other artifacts used by our software are all stored in AWS S3, Amazon’s cloud-based document storage service. S3 offers the same 99.99% uptime as all their data services. In addition, S3 is designed for durability of 99.99999% of objects across multiple Availability Zones. This virtually guarantees that AWS will never lose documents.

The following BRT services are proposed based on the RFP: BRT will provide the Municipality with on-line Tax Assessment MOD-IV and CAMA computer services that are 100% compatible and often include more functionality than the programs and services being provided by the current vendor.

1. MOD IV master file with a final district summary
2. SR-1A processing
3. Appeals Master File
5. Final Book Processing
6. Extended Tax Duplicate Processing
7. Computer Assisted Mass Appraisal (CAMA) Data
8. Added, Add-Omitted, and Omitted functionality
9. Real-time Integration to SDL for permits where applicable.
10. Real-time Integration with Civil Solutions where applicable
11. Integration with Edmunds where applicable (when available)
12. Cloud-based storage of parcel image files
13. Cloud-based storage of sketch image thumbnails
14. Cloud-based storage of Cama Sketch Icon attachments
15. Conversion Services

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16. PowerComp real-time integration with google maps.

17. ModIV real time integration with US Postal service allowing validation of US postal addresses.

Proprietary features include:

- Unlimited vectoring of sketches
- Ability for unlimited storage of pictures (up to 99 per parcel)
- Ability for unlimited storage of sketch icon attachments

BRT maintains that it is a certified New Jersey Property Tax System MOD-IV system and that its databases and document storage are housed in a World Class Data Center with a Tier 3 equivalent or better rating.

Conversion Services & Implementation

BRT maintains that we will convert all data obtained from a previous vendor and move it to our cloud-based data center. BRT will load tables, parameters, ModIV data, Cama data, etc. History, where possible, will be preserved.

Installation shall occur when the encrypted https secure data connection is installed or verified to exist, or upon delivery and installation of hardware capable of operating the system, whichever is later, and all conversion data and artifacts have been delivered to BRT.

Our standard conversion process takes 2-3 weeks from when we receive the conversion data from the current vendor.

Data Security

BRT agrees that all data entered by the Municipality is owned by the Municipality, and it shall be BRT's responsibility to ensure that all BRT's systems are appropriately safeguarded from unauthorized use. The Municipality is responsible for the security of Municipality's systems including running their own anti-virus software. Each party will be responsible for any costs incurred to safeguard this data from any security risks for their own systems, including the unauthorized modifying or altering of computer software, hardware, or data (hacking) of any type including the recovery and restoration costs.

With BRT applications, only users know their own password. An automated password reset function is required to be used to assign sign-on credentials. System access, privileges and functionality differentiates between different users based on their credentials. At no time will BRT, or anyone else, be able to decrypt a user's password. Only password reset functionality by the user themselves can be used to gain access to the system.

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BRT will maintain sufficient/redundant cloud-based back-up files to ensure that the files will not be destroyed. BRT maintains that Municipality's records can be redeveloped in the event of a loss.

BRT requires all connectivity between our AWS data center and all locations served be via an encrypted https secure data connection. Connectivity means the data communication between the BRT's AWS data center location and the Municipality.

Two-Factor Authentication

BRT has the option to require all users to utilize two-factor authentication for security and/or regulatory purposes as needed.

Hardware & Operating System

BRT has the option to utilize all existing computer equipment owned by the Municipality Tax Board. BRT's system at a minimum shall run on a computer with the following specifications:

- Windows 10 or better
- 4 GB of RAM or greater (8 GB recommended)
- 500 MB Hard-Drive or greater

The size of the hard disk will dictate how many pictures, images, etc. may be loaded onto a particular computer, laptop, or tablet. High speed Internet is recommended.

The Municipality acknowledges that Microsoft Extended Support for Windows 7 ended Jan 14, 2020. It should also be acknowledged that Windows 8 & 8.1 have both reached the end of mainstream support. Extended support for Windows 8 will end Jan 10, 2023. As such, BRT requires Windows 10 or better.

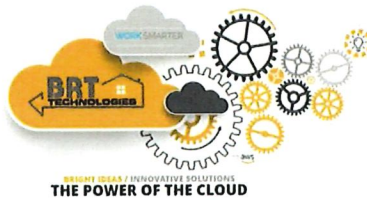
Connectivity

The Municipality shall provide a standard broadband internet connection. If the municipality broadband connection is substandard and they not satisfied with the speed of their connection, it is their sole responsibility to upgrade at their own expense.

BRT does not require any additional communication lines, communication equipment, routers or interface devices required to operate their software.

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Cloud Storage

BRT's exclusive cloud storage technology offers virtually unlimited storage of data and artifacts for towns.

Included with this proposal at no additional cost:

- 1) 2 databases per Municipality per year
- 2) Up to 400kb of picture storage per parcel
- 3) Up to 10 additional documents, pictures, etc. per parcel (averaging 40kb per artifact)

Additional storage may be purchased as needed.

System Availability

BRT acknowledges that the system must be available 6:00 am through 11:59 pm, 7 days a week. BRT maintains that the system shall be available for full operation 99% of the time. In the event of an internet outage, the online system shall have the ability to operate offline to save/batch ModIV and Cama transactions and automatically synchronize all stored transactions with the cloud database as soon as an internet connection is restored.

Online/Offline Processing

While broadband internet service connection is available, BRT will make on-line real-time updates of all Mod-IV and CAMA data.

BRT's proprietary caching functionality allows our ModIV, Cama, and PowerComp to operate OFF-LINE. The system will save/batch transactions locally on the client's computer and automatically synchronize all stored transactions with the AWS host database as soon as the Internet connection is restored.

BRT's On-Line real time updating includes the updating of municipal ratable summary total information. The purpose of on-line real time updates is to provide the users within the Municipality the ability to see changes immediately upon execution of the data change without having to perform any data sweeps, downloads, or uploads of information.

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Reports

Any state required reports will be provided by BRT in an electronic format that is accessible by each assessor (in a form approved by the State of New Jersey). BRT will create PDF/A files (suitable for archival purposes) where appropriate. This file can then be posted on the municipality website and/or on a public computer in their office. These PDFs are searchable and printable. This allows the municipality to print their own books or BRT can produce the hardcopy books for an additional fee.

Printing Capabilities – Additional fee-based services

BRT has the printing capability as per the State of New Jersey requirements, including (but not limited to):

- Tax lists (regular, added/omitted/extended duplicates)
- Chapter 75 postcards
- Farmland Assessment Forms
- PD5 Forms
- Gross Sales Forms
- Mailing and postage – including sorting, prepping, mailing, and envelope

Printing and mailing of these items will result in an additional fee based on the number of pieces.

Maintenance

BRT shall be solely responsible for maintenance of their software which is required to operate the system. BRT agrees to, at no additional charge, to begin remediation of any malfunctions on their systems within a twenty-four (24) hour period. Remediation is to be completed in a reasonable amount of time to restore service as quickly as possible.

Consulting and Data Management

BRT shall provide professional services as required to maintain its compliance with Municipality, State and Federal statutes and regulations. These services shall include data management, technical support, consulting, training of personnel, and development of special reports, computer programming and data processing. At no additional cost, BRT shall provide all required materials and reasonably necessary resources.

Training and Documentation

BRT shall provide detailed training classes to Municipality's personnel and its municipal users to ensure a detailed working knowledge of all data processing procedures required to efficiently operate the systems.

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PDFs (in lieu of printed manuals) of same outlining procedures to be used by the Municipality and Municipal personnel to efficiently operate the systems and modules shall be supplied by BRT to all users of the system(s). In addition, any reasonable consultation deemed necessary by the Municipality Tax Assessor for its personnel or municipal users during this contract period shall be at no cost to the Municipality.

A schedule of on-site training classes will be submitted with the proposal. Training must be completed within sixty (60) days from the award of the contract. The distribution of an operating/instructional/PDF manual to any user shall not be considered “detailed training” and therefore will not satisfy the training requirement as set forth above.

Other

BRT agrees to furnish timely, accurate results; if conditions are beyond BRT’s control, they shall notify the Municipality Tax Assessor as soon as possible. BRT agrees that all data supplied or entered into the BRT’s system by its users is not their property and shall be returned directly to the Municipality, unencrypted or altered to make it unusable, upon request, within thirty (30) calendar days, in a media format to allow the Municipality access to the information and be able to use it without undue delay. In the event any data must be restored or reconstructed due to an error in processing, the recovery process will be the responsibility of BRT for both cost and procedure.

Likewise, the Municipality shall hold BRT harmless for any claims against BRT from incorrect data submitted by the Municipality or its Municipal authorized users.

BRT shall be responsible for delivery service of all reports and materials as required to meet the Municipality’s statutory deadlines and data processing schedule at no additional cost.

BRT cannot be held responsible for unauthorized use of the equipment in the customer’s location. However, any costs incurred to safeguard this data from any security risks, including the unauthorized modifying or altering of computer software, hardware, or data (hacking) of any type including the recovery and restoration costs, in whole or in part are the sole responsibility of BRT.

Contract Period

The initial contract term shall be for twelve (12) consecutive months. The start date is to be determined. At the discretion of the Municipality Tax Assessor, the Municipality may extend the term of this contract annually thereafter with any mutually agreed upon rate change.

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SCHEDULE OF DELIVERABLES AND COSTS

BRT Technologies Suite of Products \$1,200 annually

The pricing includes all the following products and services:

- PowerCama Computer Aided Mass Appraisal software
- PowerPad Patented Sketching technology (Patent US 8,187,003 B2)
- ModIV Certified New Jersey ModIV software
- PowerComp PowerCama companion used to generate comparables.
- Conversion, Implementation, and Training.
- Installation on as many devices as needed.

Acceptance of proposal:

Signed: _____

Printed: _____

Date: _____

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RESOLUTION NO. 148, 2022

A RESOLUTION CANCELING THE TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM FUNDING FOR THE LINWOOD/SEAVIEW BIKE PATH EXTENSION PROJECT IN THE CITY OF LINWOOD

WHEREAS, the City of Linwood was awarded funding through the Transportation Alternatives Set-Aside Program in the amount of \$127,000.00 for the Linwood/Seaview Bike Path Extension Project in the City of Linwood, Federal Project No. TAP-1145(301), NJDOT Job No. 5514303, FAP-2018-Linwood City-02925; and

WHEREAS, at this time, it has become necessary to abandon the Linwood/Seaview Bike Path Extension Project;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Linwood/Seaview Bike Path Extension Project is hereby abandoned and the CFO is hereby directed to cancel the \$127,000.00 funding through the Transportation Alternatives Set-Aside Program, Federal Project No. TAP-1145(301), NJDOT Job No. 5514303, FAP-2018-Linwood City-02925.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 149, 2022

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

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

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

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

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

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

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

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 150, 2022

A RESOLUTION AUTHORIZING A USE AND OCCUPANCY AGREEMENT WITH MAINLAND REGIONAL HIGH SCHOOL ON BEHALF OF MRHS SUPPORT OUR TROOPS CLUB

WHEREAS, the City of Linwood owns the City Ambulance Building located on Patcong Avenue in the City of Linwood; and

WHEREAS, MRHS Support Our Troops Club has requested to utilize and occupy a storage room in the building for the purpose of collection and storage of food products for charitable purposed; and

WHEREAS, a Use and Occupancy Agreement has been prepared to allow MRHS Support Our Troops Club to utilize the building and the Common Council of the City of Linwood is desirous of entering into the aforesaid agreement;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Linwood that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute an Agreement on behalf of the City of Linwood with the MRHS Support Our Troops Club for utilization of the City Ambulance Building.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT, is made this 1st day of May, 2022 by and between Mainland Regional High School on behalf of the MRHS Support Our Troops Club, (designated as "MRHS"), and the City of Linwood, (designated as the "City").

WHEREAS, the City owns the City Ambulance Building, (designated the "Building"), located on Patcong Avenue in the City of Linwood; and

WHEREAS, MRHS has requested to utilize and occupy a storage room in the Building for the purpose of collection and storage of food products for charitable purposes; and

WHEREAS, the City supports the charitable endeavors of the MRHS Support Our Troops Club and is agreeable to leasing the storage room for the intended purposes on certain terms and conditions;

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and the following mutual covenants and agreements, the parties hereto agree as follows:

1. The MRHS Support Our Troops Club shall be permitted to utilize the designated storage room located in the Building for the charitable purpose of collection and storage of food products. This use shall include necessary access to the Building in order to gain access to the storage room.
2. No legal title or leasehold interest in the Building shall be deemed or construed, created or vested in MRHS by this Agreement. Occupant shall occupy the Property as a licensee. It is expressly understood and agreed that MRHS is not a tenant or lessee, the City is not a landlord, and MRHS does not have such rights as exist at law regarding landlord/tenant rights, including, without limitation, N.J.S.A. 2A:18:61-1, et seq.
3. MRHS shall pay to the City the sum of \$1.00 for the use of the storage room in the building for the full term of this Agreement.
4. The right to occupy the Building in accordance with the above agreement shall be for a term of one (1) year commencing on May 1, 2022 and terminating midnight of April 30, 2023, unless otherwise agreed to in writing by the parties hereto.
5. Should MRHS not vacate the Building on or before May 1, 2023 and in the further event that this Agreement has not been extended in writing by the parties hereto, then and in that event the City may pursue its right to specifically enforce the terms of this Agreement in order to obtain possession of the Building.

6. In case of the destruction or damage of any kind whatsoever to the Building or any portion thereof, resulting from the use of the Building by MRHS as per the terms of this Agreement, other than due to the City's sole negligence, MRHS shall be responsible for the repair of such damage. The cost, less the net proceeds of any applicable insurance, shall be paid by MRHS.

7. MRHS at its own cost and expense, shall obtain or provide and keep in full force during the term of this Agreement, insurance covering loss or damage to personal property of MRHS and now herein releases the City from any and all responsibility or liability for any loss or damage to such personal property. MRHS also agrees to hold the City harmless and indemnify it from and against any loss, claims, expense or liability, including attorney's fees, arising out of the loss or damage to the Building or any personal property or injuries to any persons arising out of the use of the Building by MRHS from any cause whatsoever. MRHS shall further name the City as an additional insured on a liability policy having minimum limits of \$1M for any and all claims or injuries that may arise from the use of the Building and storage room by MRHS.

8. MRHS covenants and agrees that it shall leave the premises in as good condition as they are in on the date of this Agreement. Any expenses incurred for repairs shall be the sole responsibility of MRHS. It is agreed and understood that the costs of any damages to the Building during the period of possession thereof and caused as a result thereof by MRHS, pursuant to this Agreement, shall be the sole responsibility of MRHS and shall be paid for by MRHS.

11. All notices shall be sent by certified mail, return receipt requested, to all parties and are deemed received when sent. Notices shall be sent to MRHS at Oak Avenue, Linwood, New Jersey 08221 and to the City at 400 Poplar Avenue, Linwood, New Jersey 08221.

12. This Agreement is binding on the parties, their successors, assigns, heirs, and administrators or executors.


13. This Agreement contains the entire agreement of the parties and shall not be modified, altered or changed unless in writing and signed by all the parties hereto.

WITNESS:

WITNESS:

LEIGH ANN NAPOLI
MUNICIPAL CLERK

MAINLAND REGIONAL HIGH SCHOOL
MRHS SUPPORT OUR TROOPS CLUB



CITY

DARREN MATIK, MAYOR

RESOLUTION No. 151, 2022

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF ATLANTIC FOR THE PURCHASE AND USE OF TRAILER MOUNTED ATTENUATORS

WHEREAS, the City of Linwood and the County of Atlantic desire to enter into a Shared Services Agreement with the assistance of the LEAP Implementation Grant for purchase and use of three trailer mounted attenuators and three arrow boards for the attenuators; and

WHEREAS, a written agreement, specifying the terms and conditions, has been prepared and has been reviewed, a copy of which is attached hereto and made part thereof; and

WHEREAS, the Common Council of the City of Linwood is desirous of authorizing said agreement and its execution;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, State of New Jersey, that the Shared Services Agreement with the County of Atlantic for the purchase and use of three trailer mounted attenuators and three arrow boards for the attenuators is hereby authorized and approved;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute the Agreement with regard to the aforesaid.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

**SHARED SERVICE AGREEMENT BETWEEN
Atlantic County
AND
City of Linwood
TO
PURCHASE AND MAKE AVAILABLE THREE TRAILER MOUNTED
ATTENUATORS AND THREE ARROW BOARDS FOR THE ATTENUATORS.**

THIS SHARED SERVICES AGREEMENT is made and entered into on this _____ day of _____, 2022, by and between the **COUNTY OF ATLANTIC**, a governmental corporation of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, New Jersey 08401 (“**County**”), and the City of Linwood (“**Municipality**”).

BACKGROUND STATEMENT

WHEREAS, the County desires to purchase and make available on an as needed basis to Municipality three trailer mounted attenuators and three arrow boards for the attenuators (herein referred to as the “**TMA**s”), and

WHEREAS, the County and Municipality desires to enter into this shared service agreement with the assistance of the LEAP Implementation Grant for a total amount not to exceed \$35,316 of which \$64,078.00 will be State funding and a County cash match in the amount of \$21,238.67 and an in-kind match in the amount of \$1,500.00 to support implementation of this shared service, and

WHEREAS, the Board of Commissioners for the County of Atlantic approved Resolution #677 on December 7, 2021, which authorizes the County Executive to apply for and accept the LEAP Implementation Grant, and

WHEREAS, the parties acknowledge that this agreement is contingent upon the adoption all related Resolutions by the respective parties. The County is entering into this Agreement by adoption of Resolution #_____, dated _____ the City of Linwood is entering into this Agreement by adoption of Resolution # _____, dated _____, and

WHEREAS, entering into this Shared Service Agreement in advance of the actual need will enable the County to facilitate the prompt availability of the **TMA**s, and

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

I. SCOPE OF SERVICES

A. Activities

The County hereby allocates \$21,238.67 as a cash match and \$1,500.00 as an in-kind match to purchase the three trailer mounted attenuators and three arrow boards for the attenuators and make the trailer mounted attenuators and the arrow boards available to Municipality on an as needed basis.

The Municipality agrees to properly use the trailer mounted attenuators and arrow boards on an as needed basis.

II. TIME OF PERFORMANCE

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

III. RESPONSIBILITIES

- A. The County shall maintain title and registration of the three (3) TMAs.
- B. If Municipality causes damage to the TMA and/or arrow board, 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 use the subrogation process to resolve problem.
- C. The County and Municipality shall each maintain written records regarding pick up, possession and return of TMA. A representative of the County and representative of the Municipality (driver) shall perform a pre-inspection of the TMA before it is picked up and a post-inspection upon return. Any damage or other findings shall be documented in writing by both parties.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following:

Atlantic County
Jerry DelRosso, County Administrator
1333 Atlantic Avenue,
Atlantic City, New Jersey 08401

City of Linwood

County Counsel
1333 Atlantic Avenue,
Atlantic City, New Jersey 08401

V. 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” or 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. Hold Harmless

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. No Warranty

The Municipality acknowledges and agrees that the County has made no representation regarding the condition of the TMA and the TMA is being shared strictly in “as is” and “where is” condition with no warranties, either expressed or implied by same.

D. Worker’s Compensation

Municipality shall provide Worker’s Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

Municipality shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Grantor Recognition

Municipality shall insure recognition of the role of the grantor agency in providing 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. Amendments

The County or Municipality may amend this Agreement 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 organizations, and

approved by the County Board of Commissioners. Such amendments shall not invalidate this Agreement, nor relieve or release the County nor 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 County and Municipality.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before this effective date of such termination. Partial termination of the Scope of Services in Paragraph I above may only be undertaken with the prior approval of the County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other material prepared by the subrecipient under this Agreement shall at the option of the County, become the property of the County, and Municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The County may also suspend or terminate this Agreement, in whole or in part, if Municipality materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein, and the County may declare Municipality ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that subrecipient is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen (15) percent of said contract funds until such time as Municipality is found to be in compliance by the County, or it otherwise adjudicated to be in compliance.

VI. SEVERABILITY

If any provision of this Agreement is held invalid, 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.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first written above.

ATTEST

ATLANTIC COUNTY

Sonya Harris
Board of Commissioners

Dennis Levinson
County Executive

ATTEST

City of Linwood

Signature:

Signature:

Print Name:
Print Title:

Print Name:
Print Title:

Approved as to legal form

James F. Ferguson
County Counsel

k Shared Services Agreement Trailer Mounted Attenuators and Arrow Boards

RESOLUTION No. 152, 2022

A RESOLUTION AUTHORIZING THE HIRING OF LISA ISIDRO AS A SUBSTITUTE SCHOOL CROSSING GUARD FOR THE CITY OF LINWOOD

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that Lisa Isidro is hereby hired, effective immediately, as a Substitute School Crossing Guard at a rate of \$39.68 per diem, in accordance with the Linwood Salary Ordinance and all amendments thereto;

BE IT FURTHER RESOLVED, that this Resolution is contingent upon a satisfactory completed background check on Lisa Isidro.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 153, 2022

A RESOLUTION RECOGNIZING OCTOBER 6, 2022 AS KNOCK OUT OPIOID ABUSE DAY

WHEREAS, New Jersey is in the midst of a life-threatening opioid abuse epidemic; and

WHEREAS, the Partnership for a Drug-Free New Jersey has designated October 6, 2022, as Knock Out Opioid Abuse Day - an initiative with a multiple purposes: to raise awareness of the potential for dependency on prescribed pain medicine and its link to heroin and fentanyl use in our state; to reduce stigma of addiction and shine a light on the need for recovery support; and to communicate to physicians information on safer prescribing messages found in the Centers for Disease Control and Prevention guidelines for prescribing opioids, which include considering other therapies, setting realistic treatment goals with patients and discussing with patients the positives and negatives of opioids; and

WHEREAS, the State Senate and General Assembly jointly resolved that October 6 shall be permanently designated as Knock Out Opioid Abuse Day in New Jersey in order to raise awareness about the dangers of, and the link between, prescription opioid abuse and heroin addiction and to educate health care providers, community leaders, state lawmakers and members of the public about the opioid abuse epidemic and its effects throughout the State of New Jersey and across the country; and

WHEREAS, Join Together Atlantic County (JTAC) supports initiatives designed to raise awareness about opioid abuse in New Jersey and take steps to prevent addiction;

NOW, THEREFORE, BE IT RESOLVED, that October 6, 2022, be recognized as Knock Out Opioid Abuse Day in the City of Linwood, New Jersey.

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 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION No. 154, 2022

A RESOLUTION AUTHORIZING THE HIRING OF GEORGE ADAMS AND DANIEL BRYAN, JR. AS SPECIAL LAW ENFORCEMENT OFFICERS, CLASS III, FOR THE CITY OF LINWOOD

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

WHEREAS, recommendations have been received to hire George Adams and Daniel Bryan, Jr. to fill such vacancies;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood, County of Atlantic, that George Adams and Daniel Bryan, Jr. are hereby hired as Special Law Enforcement Officers, Class III, effective September 14, 2022 at an hourly rate of \$25.00 as provided for in the Linwood Salary Ordinance and all amendments thereto.

BE IT FURTHER RESOLVED, that this Resolution is contingent upon satisfactory completed psychological, physiological, and background checks on George Adams and Daniel Bryan, Jr.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 14th day of September, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of September, 2022.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____