

LINWOOD COMMON COUNCIL
CAUCUS AGENDA
October 14, 2020
6:00 P.M.

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

1. Roll Call Mayor Matik ___ Mrs. Byrnes _____ Mrs. DeDomenicis _____
 Mr. Ford _____ Mr. Gordon _____ Mr. Heun _____
 Mr. Levinson _____ Mr. Paolone _____

 Professionals: Mr. Youngblood _____ Mr. Polistina _____ Mrs. Napoli _____
2. Approval of Minutes Without Formal Reading
3. Mayor's Report
4. Councilwoman Byrnes
 - A. Neighborhood Services
5. Councilwoman DeDomenicis
 - A. Public Works
6. Councilman Ford
 - A. Planning & Development
7. Councilman Gordon
 - A. Engineering
8. Councilman Heun
 - A. Public Safety
 1. Ordinance amending Chapter 205 Property Maintenance – first reading
 2. Resolution authorizing an Atlantic County Radio Network Agreement
9. Councilman Levinson
 - A. Revenue & Finance
 1. 2020 Best Practices Inventory
 2. Resolution authorizing an insertion of item of revenue from the Atlantic County Open Space Trust Fund
10. Council President Paolone
 - A. Administration
11. Mr. Youngblood

**LINWOOD COMMON COUNCIL
AGENDA OF REGULAR MEETING
October 14, 2020**

CALL TO ORDER

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

FLAG SALUTE: Councilman Eric Ford

ROLL CALL

APPROVAL OF MINUTES WITHOUT FORMAL READING

ORDINANCES

13 OF 2020 AN ORDINANCE AMENDING CHAPTER 205 PROPERTY MAINTENANCE, ARTICLE II ABANDONED REAL PROPERTY, SECTION 8 REGISTRATION OF ABANDONED REAL PROPERTY OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.

FIRST READING:

September 23, 2020

PUBLICATION:

September 28, 2020

PASSAGE:

October 14, 2020

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.

163-2020 A Resolution authorizing approval of items of revenue and appropriation N.J.S.A. 40A:4-87

164-2020 A Resolution authorizing a Radio Network Agreement with the County of Atlantic

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 13, 2020

AN ORDINANCE AMENDING CHAPTER 205 PROPERTY MAINTENANCE, ARTICLE II ABANDONED REAL PROPERTY, SECTION 8 REGISTRATION OF ABANDONED REAL PROPERTY 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 205, Property Maintenance, Article II, Abandoned Real Property, Section 8, Registration of Abandoned Real Property is hereby amended to add the following:

K. Should a change in responsible party (mortgagee, servicer, trustee, and registrant) occur, the new responsible party shall assume all outstanding, past due, unpaid registration fees which shall be paid within 10 days of said change.

Section 2 All ordinances or portions thereof inconsistent with this ordinance are repealed to the extent of such inconsistency.

Section 3 If any portion of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect the remaining portions of the ordinance which shall remain in full force and effect.

Section 4 This Ordinance shall take effect in the time and manner prescribed by law.

<i>FIRST READING:</i>	<i>September 23, 2020</i>
<i>PUBLICATION:</i>	<i>September 28, 2020</i>
<i>PASSAGE:</i>	<i>October 14, 2020</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 23, 2020 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on October 14, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

RESOLUTION NO. 163, 2020

A RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION
NJSA 40A: 4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood in the County of Atlantic, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2020 in the sum of \$226,000.00, which is now available from the Atlantic County Open Space Trust Fund;

BE IT FURTHER RESOLVED, that the like sum of \$226,000.00 is hereby appropriated under the caption Atlantic County Open Space Trust Fund;

BE IT FURTHER RESOLVED, that the above is the result of a grant received from the Atlantic County Open Space Trust Fund.

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 October, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of October, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

RESOLUTION NO. 164, 2020

A RESOLUTION AUTHORIZING A RADIO NETWORK AGREEMENT WITH THE COUNTY OF ATLANTIC

WHEREAS, a Radio Network Agreement has been presented to the City of Linwood by the County of Atlantic for the purpose of participating in the Atlantic County Radio Network; and

WHEREAS, 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 County of Atlantic for the purpose of participating in the Atlantic County Radio Network.

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 October, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of October, 2020.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

APPROVED: _____

ATLANTIC COUNTY RADIO NETWORK AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2020, by and between: the County of Atlantic, a body corporate and politic of the State of New Jersey, with offices located at 1333 Atlantic Avenue, Atlantic City, NJ 08401 (the “County”), and, the City of Linwood, a municipal corporation of the State of New Jersey, with offices located at 400 Popular Avenue Linwood, NJ 08221 (the “Participant”).

BACKGROUND STATEMENT

Law enforcement, Firefighting, Emergency Medical Services / First Response and other agencies that serve similar public safety, security and civil preparedness functions require a regional communications network to carry out their missions effectively and safely.

An effective system must have reliable equipment, redundant regional capacity and regionally consistent governance to manage crowded radio frequencies and confidential communications.

The County and ACRN Participants desire to develop and maintain a regional system that would maximize the ability of each individual authorized user of these organizations to communicate with each other freely, with minimal disruption. It is also important for various agencies to have the ability to communicate with each other, particularly when situations require mutual aid and other joint responses.

A fragmented approach to radio communications would unacceptably interfere with effective regional communications and could jeopardize effective response to major events that require multiple agency action.

To address these issues, various law enforcement, firefighting, EMS / First Response and other agencies serving similar public purposes that operate in or around the Atlantic County region have agreed to participate in a regional communication system hosted by Atlantic County Government.

The County’s regional system is referred to as the Atlantic County Radio Network (ACRN). The ACRN system seeks to provide the infrastructure and governance necessary to support a regional Public Safety /First Response system. The ACRN system includes various communication towers, hardware, software and support staff.

The County is currently completing upgrades to the system’s hardware and software to enhance system capacity, redundancy and interoperability. The above named ACRN Participant is a user

of the exiting ACRN system and desires to continue to use the system, for the ACRN Participant's public purposes. The County desires to grant the ACRN Participant a more formal license to use and participate in the ACRN System, including the upgrades and improvements being performed by the County. The ACRN Participant agrees to accept the same, subject to the terms and conditions set forth below.

This Agreement has been authorized pursuant to Atlantic County Board of Chosen Freeholders Resolution No. _____ and by Participant Resolution No. _____.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the good and valuable promises exchanged by the parties and the benefits accruing to one another from this Agreement, the County and the ACRN Participant agree as follows:

1. INCORPORATION OF BACKGROUND STATEMENT:

The background information set forth above is incorporated herein by reference.

2. GRANT OF LICENSE:

The COUNTY hereby grants and reaffirms any prior grant to the ACRN PARTICIPANT and ACRN PARTICIPANT accepts for itself, its members, officers, agents and invitees this License to use and continue to participate in the ACRN System as described above, subject to the terms and conditions of this agreement.

The ACRN System is reserved for use by first responders, firefighters, law enforcement, civil defense, emergency response, public transportation and similar public purposes that are authorized by this Agreement. The ACRN shall not be used by any person or agency for any purpose not authorized in advance, in writing by the ACRN Administrator.

3. TERM:

This License shall have a term effective _____ 2020, and shall remain in effect for a period of SEVEN (7) YEARS, ending on _____ 2027, unless terminated sooner as provided below. At least 60 days prior to the expiration of the Term, the parties shall meet to discuss a renewal of this Agreement.

4. MUTUAL COOPERATION; NO INTERFERENCE WITH ACRN PARTICIPANT'S AUTHORITY:

The undersigned ACRN Participant, as one of many authorized users of the ACRN System, and the County acknowledge and agree that an effective regional system requires cooperation and coordination among the various ACRN Participants. ACRN Participants will use the system in accordance with the rules and policies established by the ACRN Administrator,

and will work cooperatively with each other to maximize effective operation of the ACRN Network across the Atlantic County Region.

5. COUNTY UNDERTAKINGS:

The County shall continue to undertake measures to develop and implement infrastructure, policies and staffing to support a regional radio communications system. These undertakings include, but are not limited to:

- a. Accommodate the undersigned ACRN Participant's use of and access to the ACRN System in accordance with the terms of this agreement;
- b. Provide standards, policies and procedures through the ACRN Administrator to support a regionally integrated and effective communications network;
- c. Monitor and seek solutions to regional communication issues reported by ACRN Participants to the ACRN Administrator;
- d. Contract with a duly qualified provider of technical services as necessary to maintain the regional components of the ACRN System;
- e. Procure, operate and maintain the hardware and software necessary to support a county wide regional communications framework, which will be available to authorized ACRN Participants under the terms of this agreement;
- f. Procure and maintain in effect communication tower leases with third party providers, or county owned towers, as the County may deem most appropriate to accommodate ACRN operations;
- g. Procure and maintain facilities, equipment and staff necessary to operate and maintain the ACRN;
- h. Develop and implement procedures and requirements necessary to govern and administer use groups, including assignment of communication channels and acquisition / programming of radio equipment that will be used on the ACRN.

6. PARTICIPANT UNDERTAKINGS:

In consideration for the grant of this License, the ACRN Participant agrees that it shall:

- a. Purchase and maintain its own radios (subscriber units) and related equipment necessary to participate in the ACRN System as necessary for it to fulfil its radio communication needs;

- b. use the ACRN system out in accordance with the terms of this License. The ACRN Participant shall take appropriate measures to ensure that its individual members comply with the terms of this License,

7. ACRN GOVERNANCE:

UNAUTHORIZED ACCESS TO THE ACRN SHALL NOT BE PERMITTED. If an unauthorized subscriber unit attempts to gain access to the ACRN, the ACRN will take action to block access and disable the unit. The County reserves the right to terminate access / prohibit further access to any user who, in the County's judgment, has willfully violated ACRN governance rules and procedures.

ACRN Participant acknowledges that its use of the ACRN is subject to management and administration of the ACRN by the Atlantic County Department of Public Safety through its Radio Network Administrator.

Notwithstanding the foregoing, so long as the Licensee uses the system in accordance with the terms and conditions of this License, the Radio Network Administrator shall not take any action which will negatively affect or impact the operational and legal integrity of the Licensee's performance of its functions and duties.

8. ACRN PARTICIPANT RADIOS:

- a. Authorized Radios. The ACRN Participants have agreed and continue to agree to procure, accept and use only radios that are designed for use on the ACRN and comply with requirements mandated by the ACRN Administrator, based on a P 25 Phase 2 800 Mghz system. All radios purchased or otherwise procured for use on the ACRN must be purchased or procured through a qualified, manufacturer authorized dealer, as determined by the ACRN Administrator.

A radio personally purchased by an individual will not be permitted to access the ACRN.

The ACRN Participant will not cause or permit use of radios that have not been procured from a manufacturer authorized dealer or which are deemed not compatible with the ACRN by the ACRN Administrator.

- b. Maintenance/Programming. The ACRN Participant is responsible for the maintenance and repair of its radio equipment, including but not limited to portable radios, mobile radios, and console equipment. All repairs shall be made through a manufacturer authorized repair facility. The ACRN Participant shall develop procedures, in consultation with the County, for ongoing maintenance and operation of all ACRN Participant Radios and any other ACRN Participant communications equipment. This

includes retention of a duly authorized technical support service provider (or qualified in house staff) to ensure that radios and any other ACRN Participant equipment remain compatible with the ACRN.

Subscriber unit programming must be consistent with ACRN requirements.

- c. User Training. The ACRN Participant shall arrange adequate training for its authorized radio users, and shall conduct periodic updated training as needed to ensure that its authorized users are familiar with subscriber unit operations, functions and ACRN System policies and procedures.
- d. No Unauthorized System Access - if programming / reprogramming of subscriber units is necessary, the ACRN Participant shall utilize a manufacturer authorized, duly qualified and vetted vendor who is deemed acceptable by the ACRN Administrator. No access to or use of the system by any technician / programmer will be permitted without prior approval by the ACRN Administrator.

9. NO ASSIGNMENT, SUB LICENSING OR PROVING ACRN ACCESS TO ANY OTHER PARTY:

Any party desiring to access the ACRN System shall submit a written request directly to the ACRN Administrator. The requestor shall be required to execute a copy of this written agreement, be bound by its terms and conditions, and will be required to provide insurance coverage in types and amounts deemed acceptable by County Counsel.

All ACRN Participants are prohibited from assigning, subleasing / sub licensing, selling, and sharing or in any other way allowing any other party to gain access to the ACRN system. The ACRN PARTICPIANT shall not assign, transfer, sublicense, lease, sell, share or allow access to the ACRN System or any portion thereof by any other party, for any purpose.

This prohibition includes any department, division, office, agency, subdivision, authority, or other entity associated with the ACRN Participant which has not been specifically authorized in advance, in writing to use the ACRN System by the ACRN Administrator.

10. NO INTERFERENCE WITH THE COUNTY SYSTEM OPERATIONS:

The operations and activities undertaken by the ACRN PARTICPANT shall be performed, operated and maintained in a manner that shall not (in the reasonable opinion of the ACRN ADMINISTRATOR) cause any interference with or impose any limitation upon, or any damage to the ACRN System (including fixtures or equipment), or with other duly authorized ACRN Participants' use of the ACRN System, or which shall otherwise interfere with County operations or interests.

11. NO ALTERATIONS OF THE ACRN:

The ACRN PARTICPIANT shall not renovate, alter, modify, damage or otherwise interfere with any component of the ACRN. The ACRN PARTICPIANT shall not install, renovate, alter, damage or otherwise make any changes to any other software, fixtures, equipment, or other components of the ACRN system.

12. CONFIDENTIALITY OF ACRN PARTICIPANT'S RADIO PROGRAMMING AND ACRN SYSTEM OPERATIONS:

ACRN considers programming of ACRN Participant Radios / subscriber units and operational programing, database and procedures of the ACRN System to be confidential law enforcement and public safety matters. ACRN Participants shall not divulge any ACRN programming or database information in any way to any entity or person, except as may be specifically authorized and directed by the ACRN Administrator in advance, in writing.

13. DESIGNATED LIAISONS:

The ACRN Participant shall appoint two Liaisons (a primary and secondary liaison) who will have the sole authority for the ACRN Participant to address technical and other operational issues with the County ACDN Administrator, including but not limited to requests for radio programming or database changes. The appointed Liaisons shall also be required to participate in ACRN user's group activities and meetings.

14. COST TO ACRN PARTICIPANT:

- a. All ACRN Participants shall be responsible for costs associated with connection of System Console equipment, or Telephone (TI) Connections necessary for data connectivity to the ACRN. ACRN Participants shall also be responsible to pay the authorized vendor any fees for the proper connection of the above, along with procurement and maintenance of ACRN Participant radios and other ACRN Participant fixtures and equipment.
- b. User Fees. Fees payable to the County are generally assessed in accordance with the requirements of the Atlantic County Code, Chapter 73, Article 5. There shall be no user fee assessed for use of the ACRN System by public safety agencies of municipalities located within Atlantic County that have been authorized to participate in the system by the ACRN Administrator.

15. MUNICIPAL NETWORK ACCESS PRIORITIES:

The ACRN Administrator shall be responsible for establishing and maintaining ACRN System access level priorities

ACRN Participant shall operate its system and equipment in a manner that complies with the system access level priorities and related guidance established by the ACRN Administrator.

16. COMPLIANCE WITH ALL LAWS:

The County shall be responsible to obtain and maintain any permit or license necessary for the County's operation of the ACRN.

The ACRN PARTICIPANT shall be solely responsible for obtaining any and all governmental permits, approvals, or other consents that may be necessary for its participation in the ACRN. The ACRN PARTICIPANT shall utilize the system in conformance with all applicable Federal and State law and regulations.

17. NO WARRANTIES:

The County is granting permission to use the ACRN System as an accommodation to the Licensee, to assist and support the Licensee's public purposes. The Licensee accepts permission to use the ACRN System, and acknowledges that the County offers no express or implied warranties of any kind.

18. ACCEPTANCE OF RESPONSIBILITY:

ACRN Participant agrees to and accepts full responsibility for the acts, negligence and/or omissions of all its employees and agents related in any way to the Participant's use of the system.

The County agrees to and accepts full responsibility for the acts, negligence and/ or omissions of all its employees and agents related in any way to tasks assigned to the County as set forth in this agreement.

19. INDEMNIFICATION:

- a. The ACRN Participant for itself, its contractors, subcontractors, agents, employees, officers and invitees to ACRN system (collectively, the ACRN Participant) hereby covenants and agrees to indemnify, defend, protect and save and hold harmless the County, its successors and assigns, its directors, officers, contractors, agents, employees, servants or any of them (collectively referred to as the County), from and against any and all claims when made for any and all losses, injuries, damages, suits, claims, fines, penalties, costs and expenses whatsoever, which the County may directly or indirectly suffer, sustain, or be subject to, or be held liable for in any way connected with or growing out of any negligent or wrongful action or omission attributable to the ACRN PARTICIPANT.

- b. Nothing in this Agreement shall be deemed to confer upon any third person any right or claims against the ACRN Participant or against the COUNTY, or any of their successors and assigns, directors, officers, contractors, agents, employees or servants arising from or related to this Agreement or participation in the ACRN System. Nothing herein shall be deemed to waive or limit any defense or immunity available to the County or to the ACRN Participant or any of their successors and assigns, directors, officers, contractors, agents, employees or servants that may be available at law or in equity, including any immunity arising under the NJ Tort Claims Act against claims made by any other parties.

20. TITLE TO ACRN SYSTEM EQUIPMENT - NO LIENS OR ENCUMBRANCES:

The ACRN Participant shall not have any ownership interest in the fixtures, equipment, software or hardware or other components of ACRN System that are owned by the County. Execution of this Agreement and granting of this License does not create any lease, agency or partnership relationship between the parties. The ACRN Participant shall not create or permit to be created or to remain, and shall discharge, or cause to be discharged, any lien, encumbrance or charge, including any mechanic's lien or other claim which might be or become a lien, encumbrance or charge upon any County property that is part of the ACRN System.

21. BINDING EFFECT:

This Agreement herein shall apply to and bind the parties and the heirs, legal representatives, successors and assigns of the Parties.

22. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any claims arising from or connected with this permit shall be adjudicated within the Superior Court in Atlantic County.

23. DEFAULT AND TERMINATION:

In the event that either party shall fail or refuse to perform any of their material obligations, or otherwise be in default under this agreement then the non-defaulting party may proceed with all available legal and equitable remedies; provided, however, that the non-defaulting party shall first give the defaulting party written notice setting forth the facts which allegedly constitute a default, along with an opportunity to cure the default, within a time period which shall be reasonable under the circumstances (which, in no event, shall exceed thirty days). The exercise or the beginning of the exercise of any right or remedy shall not preclude subsequent or simultaneous exercise of the same or any other right or remedy.

Notice and an opportunity to cure shall not prohibit an application for emergent relief to protect public safety and welfare, to the extent permitted by law. Failure to comply may result in the loss of use for one or all radios, depending on the nature of the violation.

In addition to any other right or remedy, in the event that an ACRN Participant fails or is unwilling to perform as set forth herein resulting in a default which, in the opinion of the County, is material and significant, the County may terminate the ACRN Participant's right to use the ACRN System. Termination shall be effective within 30 days after the County's issuance of a notice of termination, or on a sooner date if warranted by conditions which, in the County's judgment, constitute an emergency risk to public safety or the safety of other system users.

24. WAIVER:

Any waiver by either party under this Agreement or of any breach by the other party shall not affect similar rights subsequently arising, nor operate as a waiver of subsequent breaches of the same or similar kinds, nor as a waiver of the clause or condition under which said right arose or said breach occurred

25. NOTICE:

Notice provided herein shall be sufficient if sent by certified mail, return request, postage prepaid for ACRN Participant:

and for the COUNTY:

In addition, any event which requires notice on an emergent basis shall be provided by phone and text, by contacts that will be established by the County and ACRN Participant.

26. ENTIRE AGREEMENT:

This Agreement, along with the attached Exhibit A, contains the entire agreement between the parties. All understandings and agreements between the parties are merged into this Agreement.

27. SEVERABILITY:

Each term and provision contained in this Agreement shall be construed to be an independent covenant and provision. If any term or provision of this Agreement or the application thereof to any person or circumstances shall be invalid and unenforceable, the remainder of this Agreement shall not be affected. All other terms and provisions of this Agreement shall be enforced to the extent permitted by law.

28. AGREEMENT MODIFICATION:

This agreement may only be amended in writing with the approval of the County and the ACRN Participant.

IN WITNESS WHEREOF, the parties have duly signed and sealed this agreement as of the date written above.

ATTEST:

City of Linwood:

Leigh Ann Napoli, City Clerk

Darren Matik, Mayor

ATTEST:

COUNTY OF ATLANTIC:

Sonya G. Harris,
Clerk Board of Chosen Freeholders

Dennis Levinson, County Executive

ACRN PARTICIPANT

APPROVED AS TO FORM:

James Ferguson, County Counsel