LINWOOD COMMON COUNCIL CAUCUS AGENDA September 10, 2025 6:00 P.M.

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

1.	Roll Call	Mayor Matik Mr. Levinson Mr. Walcoff	Mrs. Albright Mr. Michael Mr. Ford	Mr. Kelly Mr. Salerno
	Professionals:	Mr. Youngblood	Mr. Polistina	Mrs. Napoli
2.	Approval of Minute	s Without Formal Readin	ng	

- 3. Mayor's Report
- 4. Councilwoman Albright
 - A. Planning, Engineering, & Development
 - 1. Resolution awarding the Contract to T & C Sports for the street hockey decking for the Linwood hockey court
 - 2. Ordinance amending Chapter 155 Flood Damage Prevention
 - 3. Resolution authorizing the submission of a Minor Subdivision Application to the Linwood Planning Board
 - 4. Resolution referring a Street Vacation Application for a portion of Pierce Avenue to the Linwood Planning Board
- 5. Councilman Kelly
 - A. Neighborhood Services
 - 1. Resolution recognizing October 6, 2025 as Knock Out Opioid Abuse Day
- 6. Councilman Levinson
 - A. Revenue & Finance
- 7. Councilman Michael
 - A. Public Safety
 - 1. Ordinance regulating bicycles, low-speed electric bicycles, motorized bicycles, and low-speed electric scooters within the City of Linwood final reading
 - 2. Ordinance amending Chapter 266 Vehicles, Motor Driven, Article II, Operation on Bicycle Path final reading
 - 3. Resolution authorizing Shared Services Agreement and Memorandums of Understanding between the City and Linwood BOE for two Special Class III Officers
 - 4. Resolution authorizing Shared Services Agreement and Memorandums of Understanding between the City and MRHS BOE for one Special Class III Officer
- 8. Councilman Walcoff
 - A. Public Works
- 9. Council President Ford
 - A. Administration
 - 1. Resolution authorizing entering into a Shared Services Agreement with Atlantic County for web hosting and access to the County's Content Management System
- 10. Solicitor's Report

LINWOOD COMMON COUNCIL AGENDA OF REGULAR MEETING September 10, 2025

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

PRESENTATION

Mainland 3/4 Girls Green Lacrosse Team Mainland 3/4 Girls White Lacrosse Team Mainland 5/6 Boys Lacrosse Team

ORDINANCE

6 OF 2025

AN ORDINANCE REGULATING BICYCLES, LOW-SPEED ELECTRIC BICYCLES, MOTORIZED BICYCLES, AND LOW-SPEED ELECTRIC SCOOTERS WITHIN THE CITY OF LINWOOD.

FIRST READING:

August 13, 2025

PUBLICATION:

August 19, 2025 September 10, 2025

PASSAGE:

8 OF 2025

AN ORDINANCE AMENDING CHAPTER 266 VEHICLES, MOTOR-DRIVEN, ARTICLE II OPERATION ON BICYCLE PATH OF THE CODE OF THE CITY OF LINWOOD AND REPEALING ALL ORDINANCES THE PROVISIONS OF WHICH ARE HERETOFORE ADOPTED, INCONSISTENT HEREWITH.

FIRST READING:

August 13, 2025

PUBLICATION:

August 19, 2025

PASSAGE:

September 10, 2025

9 OF 2025

AN ORDINANCE AMENDING ORDINANCE 8-2021, CODIFIED AS CHAPTER 155 FLOOD DAMAGE PREVENTION, TO AMEND THE FLOODPLAIN ADMINISTRATOR DESIGNATION, TO REQUIRE AN APPROVED FLOODPLAIN PERMIT PRIOR TO ISSUANCE OF A ZONING PERMIT, TO AMEND THE DEFINITION OF MARKET VALUE AND WETFLOOD PROOFING, AND TO SET FEES FOR FLOODPLAIN

APPLICATIONS

FIRST READING:

September 10, 2025

PUBLICATION:

September 16, 2025

September 24, 2025

PASSAGE:

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.

147-2025

A Resolution awarding the Contract to T & C Sports for the street hockey decking for the Linwood hockey court

Linwood Common Council Agenda of Regular Meeting 9/10/2025 Page 2

RESOLUTIONS WITHIN CONSENT AGENDA (continued)				
148-2025	A Resolution authorizing entering into a Shared Services Agreement with			
	Atlantic County for web hosting and access to the County's Content			
	Management System			
149-2025 A Resolution authorizing Shared Services Agreement and Memorandums of				
	Understanding between the City and Linwood Board of Education for two			
Special Class III Officers				
150-2025	A Resolution authorizing Shared Services Agreement and Memorandums of			
	Understanding between the City and Mainland Regional High School Board of			

Education for one Special Class III Officer

A Resolution authorizing the submission of a Minor Subdivision Application to 151-2025 the Linwood Planning Board

A Resolution recognizing October 6, 2025 as Knock Out Opioid Abuse Day 152-2025

A Resolution referring a Street Vacation Application for a portion of Pierce 153-2025 Avenue to the Linwood Planning Board

APPROVAL OF BILL LIST: \$

MEETING OPEN TO THE PUBLIC

FINAL REMARKS BY MAYOR AND COUNCIL

ADJOURNMENT

ORDINANCE NO. 6, 2025

AN ORDINANCE REGULATING BICYCLES, LOW-SPEED ELECTRIC BICYCLES, MOTORIZED BICYCLES, AND LOW-SPEED ELECTRIC SCOOTERS WITHIN THE CITY OF LINWOOD

WHEREAS, the Common Council of the City of Linwood recognizes the proliferating of electric bicycles, motorized bicycles, and electric scooters; and,

WHEREAS, the Common Council seeks to promote the safe and responsible use of electric bicycles and electric scooters in accordance with the New Jersey State Title 39 traffic laws;

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

SECTION 1: Definitions.

As used in this Chapter, the following terms, consistent with NJ Statutes and RS39:1-1, shall have the definitions indicated:

The term "bicycle" as used in this section shall mean a device having wheels connected by a frame of metal or wood, and arranged to be propelled by human power.

Low-Speed Electric Bicycle - A two-or-three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts that meets the requirements of one of the following classifications:

- 1) "Class-1 low-speed electric bicycle," equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour; or
- 2) "Class-2 low speed electric bicycle," which means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 mile per hour.

"Class 3 - Motorized Bicycle," a pedal bicycle having a helper motor characterized in that either the maximum piston displacement is less than 50cc or said motor is rated at no more than 1.5 brake horsepower or is powered by an electric drive motor and said bicycle is capable of a maximum speed of no more than 25 miles per hour on a flat surface or a pedal bicycle having an electric motor that is capable of propelling the bicycle in excess of 20 miles per hour with a maximum

motor-powered speed of no more than 28 miles per hour on a flat surface. This term shall not include a Low-Speed Electric Bicycle or low-speed electric scooter as define in the Ordinance.

"Low-Speed Electric Scooter" means a scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of nineteen (19) miles per hour.

SECTION 2: Operation of Bicycles, Low-Speed Electric Bicycles, Motorized Bicycles, or Low-Speed Electric Scooters within Linwood.

- 1. Obedience to traffic-control devices. Any person operating a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter shall obey the instructions of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer. Operators of a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter shall ride as near to the right-side of the traveled roadway as practicable, exercising due care when passing a pedestrian, a standing vehicle or one proceeding in the same direction.
- 2. Lights and reflectors. Every bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter shall have reflectors in the front and back. Every bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter shall, when in use at nighttime, be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front, and with a lamp on the rear which shall emit a red light visible from a distance of at least 500 feet to the rear.
- 3. Audible sound/signal. No person shall operate a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter unless it is equipped with a bell or other device capable of giving a signal audible for a distance of at least 100 feet, except that such bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter shall not be equipped with, nor shall any person use upon a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter any siren or whistle.
- 4. <u>Helmet</u>. All persons under the age of 17 are required to wear a protective helmet while operating a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter. N.J.S.A. 39:4-10.1
- 5. Reckless or careless riding. No person shall ride or operate a bicycle, low-speed electric bicycle, motorized

- bicycle, or low-speed electric scooter in a reckless or careless manner which endangers or is likely to endanger the safety or welfare of themselves or other persons or property.
- 6. No person operating a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter shall attach themselves to any streetcar or vehicle.
- 7. The operator of a low-speed electric bicycle, motorized bicycle, or low-speed electric scooter shall not allow others to hitch or hold onto an electric bicycle, motorized bicycle or low-speed electric scooter during operation.
- 8. Passengers. It shall be prohibited for a person operating a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter to allow another person to ride as a passenger, unless the person is carried in a proper bike seat, trailer or other accessory that complies with current regulations and contains adequate provision for retaining the passenger in place and for protecting the passenger in place and for protecting the passenger shall also be required to wear a properly fitted and fastened helmet pursuant to N.J.S.A. 39:4-10.1
- 9. <u>Speed</u>. No person shall operate a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter at a speed greater than is reasonable and prudent under the conditions then existing.
- 10. Riding in a group. Persons operating bicycles, low-speed electric bicycles, motorized bicycles, or low-speed electric scooters shall ride in a single file and yield the right-of-way to pedestrians.
- 11. <u>Cell phones</u>. The use of handheld cell phones, or similar devices, while operating a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter are prohibited.
- 12. Brakes. Every bicycle, low-speed electric bicycle, motorized bicycle, and low-speed electric scooter shall be equipped with a brake which will enable the operator to make the braked wheel skid on a dry, level, clean pavement.
- 13. <u>Music</u>. Playing music or other audio through speakers or other audio device at a volume that compromises safe operating conditions is prohibited.
- 14. Carrying Articles. No person operating a bicycle, low-speed electric bicycle, motorized bicycle, and low-speed electric scooter shall carry any package, bundle, or article which prevents the user from keeping both hands upon the handlebars.

SECTION 3: Labels & Modification/Tampering thereof.

1) All low-speed electric bicycles, motorized bicycles, and low-speed electric scooters shall be affixed in a prominent location with a label displaying their classification, top assisted speed, and motor wattage, and tampering with

- these specifications is prohibited without updating the label.
- 2) Any modification or tampering with an electric bicycle, motorized bicycle, and low-speed electric scooter that alters its motor-powered speed capability without updating the label to reflect the new specifications is prohibited.

SECTION 4: Parking and Storage.

- 1. Bicycles, low-speed electric bicycles, motorized bicycles, and low-speed electric scooters must be parked in designated bicycle parking areas. They must not obstruct pedestrian walkways.
- 2. Low-speed electric bicycles, motorized bicycles, or low-speed electric scooters must be stored in a safe place to prevent fire hazards associated with lithium-ion batteries which include:
 - a. Storing low-speed electric bicycles, motorized bicycles, or low-speed electric scooters away from flammable materials and in well-ventilated areas.
 - b. Avoid overcharging batteries and following manufacturer guidelines for battery maintenance.
 - c. Regularly inspecting batteries for damage and properly disposing of defective batteries.

SECTION 5: Prohibited Locations: bicycles, low-speed electric bicycles, motorized bicycles, or low-speed electric scooters.

Bicycles, low-speed electric bicycles, motorized bicycles, or low-speed electric scooters, to include any electric powered, gas powered or motorized vehicles, are prohibited from being operated within or upon any City park or recreation area.

SECTION 6: Motorized Bicycles.

Motorized bicycles are prohibited, unless such vehicle is specifically authorized by New Jersey Motor Vehicle Commission and is properly registered and insured, and can only be operated by licensed operators, on the roadways in accordance with the New Jersey Motor Vehicle Code. Operators are required to wear a protective helmet pursuant to applicable State law.

SECTION 7: Abandonment of bicycles, low-speed electric bicycles, motorized bicycles, or low-speed electric scooters.

1.It shall be unlawful for any person, user, or owner to abandon any bicycle, low-speed electric bicycle,

motorized bicycle, or low-speed electric scooter within the City.

- 2.A bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter may be deemed abandoned if:
 - a. It has been parked for a period of forty-eight (48) or more consecutive hours, except in a designated bicycle or low-speed scooter racks and or approved marked areas; or
 - b. It appears visually to be in a state of prolonged disuse, such as but not limited to that it has deflated tires, damaged or missing battery or equipment make it inoperable, or accumulated debris; or
 - c. It is parked, placed, or left on the roadway or in any public right-of-way in violation of this Ordinance.
- 3. In the event that a bicycle, low-speed electric bicycle, motorized bicycle, or low-speed electric scooter is deemed to be abandoned, as defined herein, the City's Department of Public Works or the City's Police Department shall have the authority to seize and impound same pursuant to this section and remove it from any public space.

SECTION 8. Duty of Parent or Guardian.

It shall be unlawful for any parent or guardian to permit any minor child for whom they are a parent or guardian to violate any provision of the Chapter.

SECTION 9. Penalties.

Any person who violates any provision of this Chapter shall, upon first conviction, be liable to a penalty of \$50.00, and upon second or subsequent conviction shall be liable to a penalty of \$100.00. No court appearance shall be required for a first or second alleged offense but will be required for a third or subsequent alleged offense.

SECTION 10: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 11: 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 12: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

FIRST READING:
PUBLICATION:
PASSAGE:

August 13, 2025 August 19, 2025 September 10, 2025

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on August 13, 2025 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 10, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

DARREN MATIK, MAYOR

ORDINANCE NO. 8, 2025

AN ORDINANCE AMENDING CHAPTER 266 VEHICLES, MOTOR-DRIVEN, ARTICLE II OPERATION ON BICYCLE PATH 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 266, Article II. Operation on Bicycle Path, Section 266-6 Definitions, is hereby amended to add the following:

"Class-1 low-speed electric bicycle," equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

"Class-2 low speed electric bicycle," which means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 mile per hour.

SECTION 2: Chapter 266, Article II. Operation on Bicycle Path, Section 266-7 Operation on bicycle path prohibited, is hereby amended to read as follows:

- A. The operation and/or use of a motorized bicycle or any other type of motor-driven vehicle shall be prohibited along the Linwood bicycle path, located within the City of Linwood.
- B. The operation and/or use of Class-1 and Class-2 low-speed electric bicycles are permitted along the Linwood bicycle path at a speed not to exceed ten (10) mile per hour.

SECTION 3: Chapter 266, Article II. Operation on Bicycle Path, Section 266-8 Violations and penalties, is hereby amended to read as follows:

- A. Anyone having operated and/or use of a motorized bicycle or any other type of motor-driven vehicle along the Linwood Bicycle Path shall be subject to a fine not exceeding \$500.
- B. Anyone having operated and/or use of a Class-1 and Class-2 low-speed electric bicycles along the Linwood bicycle path exceeding ten (10) miles per hour shall be subject to a fine of \$100.00 for the first offense and \$250.00 for the second offense and thereafter.

SECTION 4: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 5: 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 6: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

FIRST READING: PUBLICATION: PASSAGE: August 13, 2025 August 19, 2025 September 10, 2025

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on, August 13, 2025 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 10, 2025.

LEIGH ANN NAPOLI, RMC, M	IUNICIPAL CLERK
DARREN MATIK MAYOR	

ORDINANCE NO. 9, 2025

AN ORDINANCE AMENDING ORDINANCE 8-2021, CODIFIED AS CHAPTER 155 FLOOD DAMAGE PREVENTION, TO AMEND THE FLOODPLAIN ADMINISTRATOR DESIGNATION, TO REQUIRE AN APPROVED FLOODPLAIN PERMIT PRIOR TO ISSUANCE OF A ZONING PERMIT, TO AMEND THE DEFINITION OF MARKET VALUE AND WETFLOOD PROOFING, AND TO SET FEES FOR FLOODPLAIN APPLICATIONS

WHEREAS, this ordinance amends in part Ordinance 8-2021 adopted on April 28, 2021, and

WHEREAS, after review and consideration, the intent of this ordinance is to update Ordinance 8-2021 to better reflect the community needs of the City of Linwood, and

WHEREAS, the City Administrator, Construction Official, and Floodplain Administrator recommend these amendments, and

WHEREAS, the adoption of these amendments is made under the police powers of the City of Linwood.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Linwood, situate in the County of Atlantic, State of New Jersey, that Ordinance 8-2021 is hereby amended as follows:

Section I. Chapter 155, Article III, Section 155-13 of the Revised Code of the City of Linwood entitled "Floodplain Administrator Designation" is hereby deleted in its entirety and replaced as follows:

§ 155-13 Floodplain Administrator designation. The city council shall designate a Floodplain Administrator by resolution. The Floodplain Administrator shall have the authority to delegate performance of certain duties to other employees.

Section II. Chapter 155, Article III, Section 155-18 of the Revised Code of the City of Linwood entitled "Other permits" is hereby deleted in its entirety and amended as follows:

§ 155-18 Other permits.

It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until there is proof that necessary permits have been granted by federal or state agencies having jurisdiction over such development, including Section 404 of the Clean Water Act. In the event of conflicting permit requirements,

the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

No zoning permit for properties in the floodplain shall be issued unless a floodplain permit is issued by the Floodplain Administrator or their designee.

Section III. Chapter 155, Article IV, Section 155-30 of the Revised Code of the City of Linwood entitled "Application for permit" is hereby deleted in its entirety and amended as follows:

- § 155-30 Application for permit.
- The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:
- A. Identify and describe the development to be covered by the permit.
- B. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- C. Indicate the use and occupancy for which the proposed development is intended.
- D. Be accompanied by a site plan and construction documents as specified in Article V of these regulations, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- E. State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- F. Be signed by the applicant or the applicant's authorized agent.
- G. A fee for the review of application and associated inspections shall be paid by the property owner or his or her agent and collected by the city in the amounts listed below:
 - 1. Floodplain permit application for residential dwelling, residential addition, residential substantial improvement, or residential renovation: \$200.
 - 2. Floodplain permit application for commercial dwelling, commercial addition, commercial detached garage, commercial substantial improvement, or commercial renovation: \$400.
- 3. Floodplain permit application for residential accessory structure or agricultural structure: \$75.
- 4. Floodplain permit application for commercial accessory structure: \$150.
- 5. Revised application review for all proposed items in #1: \$100.

- 6. Revised application review for all proposed items in #2: \$200.
- 7. Revised application review for all proposed items in #3: \$25.
- 8. Revised application review for all proposed items in #4: \$50.
 - 9. Final review prior to certificate of occupancy, certificate of approval, temporary certificate of occupancy, certificate of continued occupancy, or certificate of compliance issued by Construction Official for all proposed items in #1: \$100.
 - 10. Final review prior to certificate of occupancy, certificate of approval, temporary certificate of occupancy, certificate of continued occupancy, or certificate of compliance issued by Construction Official for all proposed items in #2: \$200.
 - 11. Final review prior to certificate of occupancy, certificate of approval, temporary certificate of occupancy, certificate of continued occupancy, or certificate of compliance issued by Construction Official for all proposed items in #3: \$25
 - 12. Final review prior to certificate of occupancy, certificate of approval, temporary certificate of occupancy, certificate of continued occupancy, or certificate of compliance issued by Construction Official for all proposed items in #4: \$50
 - 7. Elevation certificate review for resale: \$50.
 - 8. Inspection for substantial damage or substantial improvement: \$200.
 - 9. Special Flood Hazard Area determination letter, or any letter requested to be issued by the Floodplain Administrator: \$50.

Section IV. Chapter 155, Section 155-53 of the Revised Code of the City of Linwood entitled "Definitions" is hereby deleted as to only the definitions of "MARKET VALUE" and "WET FLOODPROOFING" are replaced as follows:

MARKET VALUE

The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods:

1) actual cash value (replacement cost depreciated for age and quality of construction), 2) tax assessment value adjusted to approximate market value by a factor provided by the tax assessor, or 3) established by a qualified independent appraiser.

WET FLOODPROOFING

Floodproofing method that relies on the use of flood-damage-resistant materials and construction techniques in areas of a structure that are below the local design flood elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and nonresidential structures, and to accessory and agricultural structures.

SECTION 5: All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 6: 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 7: This ordinance shall take effect upon its final passage, publication and adoption in the manner prescribed by law.

FIRST READING: September 10, 2025 PUBLICATION: September 16, 2025 PASSAGE: September 24, 2025

The within Ordinance was introduced at a meeting of the Common Council of the City of Linwood, County of Atlantic and State of New Jersey held on September 10, 2025 and will be further considered for final passage after a public hearing thereon at a meeting of said Common Council on September 24, 2025.

LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERK

RESOLUTION No. 147, 2025

A RESOLUTION AWARDING THE CONTRACT TO T & C SPORTS FOR THE STREET HOCKEY DECKING FOR THE LINWOOD HOCKEY COURT

WHEREAS, the City of Linwood received informal bids for the Street Hockey Decking for the Linwood Hockey Court; and

WHEREAS, the bids submitted have been received, reviewed and a recommendation has been made with regard to same;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Contract for the Street Hockey Decking for the Linwood Hockey Court be and is hereby awarded to T & C SPORTS, PO Box 1066, Leominster, MA 01453 for the amount of \$26,546.40 as set forth in the bid submitted, which is attached hereto and incorporated herein;

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and are hereby duly authorized, empowered and directed to execute a Contract or Agreement with T & C SPORTS in accordance with the terms and conditions set forth in the bid/proposal submitted;

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 10th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of September, 2025.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREI	I MA	rik, MAY	OR		
APPROVED:						

CITY OF LINWOOD

Memo

To:

Mayor and Members of Council

From:

Anthony Strazzeri, CFO

CC:

Leigh Ann Napoli, RMC, CMR, MPA, QPA, City Clerk

Date:

8-26-2025

Re:

Availability of Funds- Street Hockey Improvements

Pursuant to 40A: 4-57, I hereby certify that sufficient funds in the amount of \$26,546.40 are available under Capital Ordinance 12-2024 Recreation Improvements. Funds will be encumbered to T & C Sports Inc. 56 Mead Street Leominster, MA 01453.



Invoice

Rep John Stamas

Tel: 978-660-1253 T & C SPORTS

jstamas@ms3surface.com

MS3 Multi-Sport Surfaces a Division of:

T & C SPORTS

August 10, 2025

Leigh Ann Napoli City of Linwood 400 Poplar Avenue Linwood, NJ 08221

Linwood Street Hockey Project W.Devonshire Ave Linwood NJ 08221

Surface Size:

 $168 \times 79 = 13,272 \text{ sq ft}$

All Prices FOB: Leominster Ma

Thank you for allowing us the opportunity to provide pricing for your project. Terms: 50% Deposit to Secure Order and Balance Due Prior to Shipping

Х	TO SUPPLY	TO INSTALL

Quantity		Description	Unit Price	Total Price
		ALL QUOTES PAYABLE IN US FUNDS		
6,636	Tiles	MS3 Multi Sport Surface Open Grid Flex Grip Tiles (12" x 12" x .5")	\$3.65	\$24,221.4
		Quote based on information provided by customer		
		50% of Total		
	Note	Sample Colors: Light Blue, Royal Blue, Yellow, Red & Grey		
	Terms	50% Deposit and Balance Due Prior to Shipping of Tiles		
	Note	12 Year Warranty		
		Site Supervisor		\$1,600.00
		Raising of the boards and install by others		
			Subtotal:	\$25,821.40
		NOTES: It is the customers responsibility for the Off Load of the Tiles	Freight	\$725.00
		It is recommended removing the tiles with a fork lift truck and a pallet jack	Tax	
			Total:	\$26,546.40
		Freight is estimated and will be updated with confirmed order	Deposit	
		Please provide Tax ID #		
			Balance	

To order please sign quote and return via fax to 978 534 3460 Pricing good for 30 days from date of quote.

SIGN:

ricing (good for 30 days from date of quote.	
axes:		MS3 Sport Surfa
	Included	56 Mead St
х	Extra	PO Box 1066
ayment	: Method:	Leominster Ma
	_ Purchase Order (List PO #)	978 660 1253
_	_ Check	978 5376711
	_ Credit Card	



Make checks payable in US Funds to T & C Sports: Mail to PO Box 1066, Leominster, MA 01453 FedEx or UPS use 56 Mead St, Leominster, MA 01453

RESOLUTION No. 148, 2025

A RESOLUTION AUTHORIZING ENTERING INTO A SHARED SERVICES AGREEMENT WITH ATLANTIC COUNTY FOR WEB HOSTING AND ACCESS TO THE COUNTY'S CONTENT MANAGEMENT SYSTEM

WHEREAS, THE County received a LEAP Implementation Grant in the amount of \$73,891.00, from the New Jersey Department of Community Affairs; and

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

WHEREAS, the Common Council of the City of Linwood is desirous of entering into a Shared Services Agreement with the County of Atlantic for web hosting and access to the County's Content Management Systems Platform;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Mayor be and is hereby duly authorized, empowered and directed to execute a Shared Services Agreement on behalf of the City of Linwood with the County of Atlantic for web hosting and access to the County's Content Management Systems Platform.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of September, 2025.

	LEIGH ANN NAPOLI, RMC, MUNICIPAL CLERE
	DARREN MATIK, MAYOR
APPROVED:	

RESOLUTION No. 149, 2025

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 10th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of September, 2025.

	LEIGH ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREN MAT	rik, MAY	OR		
PPROVED:		•			

SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LINWOOD AND THE LINWOOD BOARD OF EDUCATION FOR THE PROVISION OF TWO CLASS III SPECIAL LAW ENFORCEMENT OFFICERS (FOR THE 2025-2026 SCHOOL YEAR)

WHEREAS, the City of Linwood, a municipal corporation of the State of New Jersey (hereinafter "City"), and the Linwood Board of Education, a body politic and corporate (hereinafter the "Board"), are desirous of entering into a Shared Services Agreement (hereinafter "SSA") for the provision of two (2) Class III Special Law Enforcement Officers (hereinafter "SRO"); and

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

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

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

WHEREAS, the City has agreed to provide the services of two SRO's upon the terms contained herein.

NOW THEREFORE, in consideration of the mutual foregoing representations, the City and the Board agree as follows:

- 1. The terms of the attached Memorandum of Understanding are incorporated herein by reference. Except as specifically provided by this SSA, the School Resource Officer program will be administered in accordance with the Memorandum of Understanding for the 2025-2026 school year.
- 2. The City of Linwood shall be responsible for the total salary and financial costs associated with the provision of one (1) Class III Special Law Enforcement Officer and the Board shall make payment to the City to cover the total salary and financial costs associated with the provision of one (1) Class III Special Law Enforcement Officer who both shall serve as SRO's as further specified herein. A financial breakdown of the costs to the Board and the allocation thereof is attached as Exhibit "A" to the attached Memorandum of Understanding. The SROs shall be paid only for time working at and for the Board and shall not be entitled to paid vacation or sick time.

Payment associated with the provision of the Class III Special Law Enforcement Officers shall be made by the Board to the City commencing September 1, 2025 based upon the number of hours worked in the prior month and shall be paid within thirty (30) days of receipt of an invoice, therefore.

- 3. If there is a conflict between the terms of this SSA and the Memorandum of Understanding, the terms of this SSA shall control.
- 4. The term of this Agreement shall be for one (1) school year commencing on July 1, 2025 and terminating on June 30, 2026.

The Term shall include July 1, 2025 to June 30, 2026.

- 4a. The Class III officers' schedules shall follow the school calendar between the dates of July 1, 2025 and June 30, 2026 when schools are in session.
- 4b. The term may also include hours during the District's Extended School Year and Summer Programs for one Class III officer. The hours worked for this assignment will coincide with the District's hours for students in session at said programs in July and August. The agreement on these hours will be confirmed by both parties in writing prior to these hours being assigned.

- 5. The City will appoint two Class III Special Law Enforcement Officers for a maximum term of six months at a time. If the City, including the Chief of Police, or the Board, including the Superintendent, are not satisfied for any reason or cannot sustain the Class III Special Law Enforcement Officers, the position will be terminated or a replacement Class III Special Law Enforcement Officer will be hired. The termination of a Class III Special Law Enforcement Officer shall be effectuated by fourteen (14) days prior written notice, except if the Chief of Police and Superintendent agree that termination shall be effective immediately.
- 6. The Parties acknowledge that the SRO's assigned pursuant to this Agreement are not subject to the Board's contract with the Linwood Educational Association which also references a school resource officer position.
- 7. This Agreement shall be governed by the laws of the State of New Jersey.
- 8. <u>Disputes</u>. In the event that a dispute arises between the parties as to the terms of the Agreement, or the unsatisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by mediating such dispute before the County Superintendent and the Executive County Superintendent. If mediation is unsuccessful the Parties agree to bring the dispute before a court of competent jurisdiction. Each party is responsible for its own attorney's fees.
- 9. <u>Uniform Shared Services and Consolidation Act</u>. The Shared Services Act (N.J.S.A. 40A:65-l, et seq.) shall apply to this Agreement and to the extent that any provision of this Agreement is in conflict with said Act, the Act shall be controlling and take precedence.
- 10. Notices: Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by email, first-class mail, or overnight service (e.g., Federal Express) to each Party as follows:

If to the School District:

Brian Pruitt, Superintendent Linwood Public School District 51 Belhaven Avenue Linwood, New Jersey 08221 brianpruitt@linwoodschools.org

If to the City:

Leigh Ann Napoli, Municipal Clerk
City of Linwood
400 Poplar Avenue
Linwood, New Jersey 08221
lnapoli@linwoodcity.org

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this SSA and Memorandum of Understanding on the day set opposite their signatures.

Attest:	CITY OF LINWOOD
Laigh Ann Norgh DMC CMD	D. II Madila Massa
Leigh Ann Napoli, RMC, CMR, MPA, City Administrator/ Municipal Clerk	Darren H. Matik, Mayor
Date:	Date:
Attest:	LINWOOD BOARD OF
Attest.	EDUCATION
	Emily Ryan, President
Patty Swanson, Business	Diffing Ryan, Troplacine
Administrator/Board Secretary	Date:
Date:	

CLASS III SPECIAL LAW ENFORCEMENT OFFICER SAFE SCHOOLS RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Linwood Board of Education (hereinafter the "Board") and the City of Linwood (hereinafter the "City").

WHEREAS the Board and the City desire that the City provide the services of two (2) Class III Special Law Enforcement Officers assigned to the Board on a full-time basis to serve as the SRO's; and

WHEREAS both parties recognize the potential benefits of this program to the citizens of the City and to the students and staff of the Board; and

WHEREAS it is in the best interest of the Board and the City to establish and continue this program.

IT IS NOW THEREFORE AGREED that the City shall supply two (2) Class III Special Law Enforcement Officers to the Board to be assigned as a School Resource Officer ("SRO") upon the following terms and conditions:

Assignment of Officer.

The Board and the City agree that the City shall assign two (2) Class III Special Law Enforcement Officers from the City of Linwood Police Department to Linwood Schools for up to forty (40) hours per week during the 2025-2026 school year.

I. Selection of Officer.

The Linwood Police Department shall advertise and conduct the initial interviewing process for a Class III Special Law Enforcement Officer. Applicants will be interviewed by the Police Interview Panel. Applicants who successfully pass the Police Interview Panel will then be interviewed by the Mayor, Chief of Police and Superintendent of Linwood Schools. The Mayor, Chief of Police and Superintendent will select the candidates to be hired for the position by their unanimous decision.

II. Officers are Employees of the City.

Although assigned to the school on a full-time basis, the assigned SRO's remain employees of the City and its police department. The SRO shall remain subject to all federal and state laws as well as directives, policies, procedures, rules and regulations of the Linwood Police Department and shall not be considered an employee of the Board. The City will use reasonable efforts to coordinate the SRO's vacation times with the vacation times in the approved Board calendar.

V. Hours.

The City shall provide two (2) SRO's working forty (40) hours per week each. The specific hours of assignment shall be determined by the Chief of Police and the Superintendent of the Board or their designees and may change subject to mutual agreement of the parties. For purposes of this Memorandum of Understanding, it is anticipated that a regular school day at Seaview Elementary School shall be between 8:00 a.m. – 3:30 p.m. and a regular school day at Belhaven Middle School shall be between 7:45 a.m. – 3:15 p.m. subject to change as mutually agreed upon by the Superintendent and the Chief of Police. Unless mutually agreed upon by the Chief of Police and the Superintendent of the Board or their designees in advance, the SRO shall not be expected to be present to perform his duties during days that the schools are closed for student attendance (except for graduation which is required) such as vacations, holidays, and snow days although the SRO's presence may be required during teacher in-service days. It is understood that if the Class III Special Law Enforcement Officers are unavailable to work any day or any requested school function for any reason, the Linwood Police Department will not fill the vacant position.

V. Uniforms.

Unless engaged in activities for which a uniform would be inappropriate, the SRO shall wear a uniform approved by the Chief of Police which readily identifies him as a Police Officer of the City. The SRO shall carry a City issued firearm while performing his duties hereunder. The firearm will remain the property of the City but shall be utilized by the SRO during the term of this Agreement.

VI. Office.

The Board will provide the Linwood Police Department a secure office (substation) within the schools. No persons will be permitted within the substation without authorization from a member of the Linwood Police Department except for cleaning, maintenance and repair of the substation. The Board will supply internet access, a computer and printer allowing Police Officers to access the Linwood Police Department CAD System and other required sites necessary for the performance of the duties. The Board will also supply a desk, chairs and filing cabinet(s). This office will be keyed on the Linwood Police Department Key System.

Vil. Duties.

While performing services at the District, the general duties of the SRO shall be set forth in Attachment "B" to this Memorandum of Understanding.

VIII. Overtime.

It is agreed that the Board will be financially responsible to reimburse the City for overtime services provided by the SRO at the hourly rate listed in Exhibit "A" Any such overtime shall be requested by the Superintendent or his designee and is subject to prior approval by the Chief of Police or his designee. Such overtime shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice, therefore.

X. Training.

Unless the SRO assigned has previously attended the School Resource Training Program sponsored by the National Association of School Resource Officers, the SRO assigned shall attend the School Resource Officer Training program sponsored by the National Association of School Resource Officer which contains a forty (40) hour block of instruction emphasizing three (3) main areas of instruction: 1) functioning as a SRO in the school setting; 2) working as a resource and problem solver; and 3) the development of teaching skills. The cost of this training shall be paid by the Board and shall not exceed the amount described in Exhibit "A".

The SRO shall also receive such additional required training for SRO's as directed by the Chief of Police. All associated Police In-Service Training shall be provided by the Linwood Police Department through the department PowerDMS. The SRO shall be allotted time by the Board to complete such training, including semi-annual firearms qualifications. The Linwood Police Department will provide instructors and ammunition for firearms qualifications.

X. Indemnification.

The City shall and does hereby agree to indemnify the Board, its agents, employees, servants and/or contractors and save it and them harmless and shall defend it and them from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, in connection with any loss, claim or liability arising from or out of the performance of the SRO's work hereunder including, but not limited to, the SRO's negligent act or omission. It is the parties' intention that this indemnification provision shall be interpreted to be broad in nature, whereby the City agrees to indemnify the Board unless it is determined that that the Board was solely negligent.

XI. Insurance.

The City shall, at its own cost and expense, at all times during the Term of this Memorandum indemnify the Board as part of its administrative staff for the SRO's actions and in connection with the City's worker's compensation, general liability, legal liability, and/or umbrella insurance policies in effect, and shall name the Board as an additional insured or loss payee, as the case may be. The minimum coverage limits shall be maintained in accordance with the City's current policies in effect. The City shall provide the Board with a Certificate of Insurance showing the Board as an additional insured. The Certificate shall provide for ten (10) days written notice to the Board in the event of cancellation or material change of coverage. The Board shall reimburse the City for one-half (1/2) of the general liability and workers compensation premiums attributable to the two SRO's services pursuant to this Agreement, not to exceed the amount set forth in Exhibit "A". Such amount due shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

XII. Terms of Agreement.

The City, Board and SRO understand and agree that all work by SRO must conform and be done in accordance with the Uniform Memorandum of Understanding between the Education and Law Enforcement Officials and State and Federal law, the directives of the Attorney General of the State of New Jersey, the Atlantic County Prosecutor, the Commissioner of Education and State Board of Education, New Jersey and Federal law and the rules and regulations governing the operation of schools.

XII. Renewals.

The parties agree to meet in March of each calendar year to negotiate appropriate changes to the terms of this Agreement and to determine whether it will be extended for one or more additional school years. This Agreement shall be automatically renewed each year, upon the terms contained in the SSA and this Memorandum of Understanding, unless either party provides thirty (30) days written notice of its intent to terminate.

XIII. Cooperation.

The Board shall promptly advise the City of any issues related to the performance of this Agreement including the suitability and acceptability of the SRO. Similarly, the City shall promptly advise the Board of any issues related to the performance of this Agreement including concerns raised by the SRO. The parties shall work together in a cooperative manner to resolve such issues and concerns. Notwithstanding the foregoing, any issues and concerns that can only be resolved through the replacement of the assigned SRO, shall proceed pursuant to Section II above. In addition, the parties shall meet not less than bi-monthly to review, assess and plan.

XIV. Disputes.

In the event that any issue arises between the parties as to the terms of the Agreement, or the satisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The parties hereunder agree that if such binding arbitration or binding fact-finding procedures are required to settle any questions or disputes, that the Mayor of the City and

Linwood Board of Education shall mutually appoint a single arbitrator consistent with American Arbitration Association rules.

XV. No Agency.

Any party performing a service under this Agreement is the general agent of the other party on whose behalf such service is performed pursuant to this Agreement. Such agent party shall have full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this agreement, except as such powers are limited by the terms of this Agreement. Neither party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

This Memorandum of Understanding shall cover the period from July 1, 2025 to June 30, 2026.

Attest:	LINWOOD BOARD OF EDUCATION
Patty Swanson, Business Administrator/Board Secretary	Emily Ryan, President
Attest:	CITY OF LINWOOD
Leigh Ann Napoli, RMC, CMR, MPA, City Administrator/ Municipal Clerk	Darren H. Matik, Mayor

Exhibit "A" Financial Terms and Conditions

Hourly Rate for SRO	\$ 32.00
Social Security	\$2,511.00
Medicare	\$ 587.25
Workers Compensation Insurance	\$4,455.00
Unemployment	\$ 4.05
Uniform & equipment	\$1,200.00
Bullet resistant vest	\$1,006.00
Liability Insurance	\$ 500.00
School Resource Officer Training	\$ 350.00
Payroll Taxes for SRO	TBD based on compensation

Exhibit "B" School Resource Officer Job Description

The following lists provide examples of job duties of the School Resource Officer. They highlight, but are not limited to,

The three roles used to define what SRO's do in schools: Law Enforcement; Law Related Counselor; Law Related Education Teacher.

The close relationship SRO's must create and maintain with Principals; and

That SRO's must work closely with parents, students and members of the community.

Primary Duties

To prevent juvenile delinquency through close contact with students and school personnel.

To establish liaison with school principals, school security personnel, faculty and students.

To inform the students of their rights and responsibilities as lawful citizens.

To provide liaison between students and social agencies which provide needed services.

To act as a liaison resource to the principal in investigating criminal law violations occurring in the school or on school property.

To assist administration and faculty in formulating criminal justice programs.

To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school.

To participate in school activities and events when invited and feasible.

To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

To protect lives and property for the citizens and school students.

To enforce Federal, State and Local Criminal Laws and Ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.

To investigate criminal activity committed on school property.

To counsel students in special situations, such as students suspected of engaging in criminal activity, when requested by the principal or parent of the student.

To answer questions students may have about criminal or juvenile law.

To assist other law enforcement Officers with outside investigations concerning students attending the school.

Secondary Duties

Abide by school board policies and shall consult with and coordinate activities through the school principal but shall remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision.

Develop expertise in presenting various subjects.

Encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.

Refrain completely from functioning as a school disciplinarian. The School Resource Officer is not to be involved in the enforcement of disciplinary infractions that do not constitute violations of the law.

Attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions.

Confer with the principal to develop plans and strategies to prevent and *l* or minimize dangerous situations on or near school property or involving students at school-related activities.

Abide by school board policy and applicable law concerning interviews, should it be necessary to conduct formal interviews with students or staff on property or at school functions under the jurisdiction of the School Board.

Take law enforcement action as necessary and notify the principal of the school as soon as possible; whenever possible notify the principal before requesting additional enforcement assistance on school grounds.

Give assistance to Officer in matters regarding the duties of SRO's whenever necessary.

Coordinate with the principal and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.

RESOLUTION No. 150, 2025

- A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LINWOOD AND THE MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION FOR THE PROVISION OF ONE CLASS III SPECIAL LAW ENFORCEMENT OFFICER
- WHEREAS, the City of Linwood and the Mainland Regional High School Board of Education are desirous of renewing a Shared Services Agreement for the provision of one Class III Special Law Enforcement Officer; 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 the City of Linwood, that the Shared Services Agreement and Memorandum of Understanding between the City of Linwood and the Mainland Regional High School Board of Education for the provision of one Class III Special Law Enforcement Officer are hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute same.
- I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of September, 2025.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERE
	DARREN MATIK, MAYOR					
APPROVED:						

SHARED SERVICES AGREEMENT BETWEEN THE CITY OF LINWOOD AND THE MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION FOR THE PROVISION OF ONE CLASS III SPECIAL LAW ENFORCEMENT OFFICER (FOR THE 2025-2026 SCHOOL YEAR)

WHEREAS, the City of Linwood, a municipal corporation of the State of New Jersey (hereinafter "City"), and the Mainland Regional High School Board of Education, a body politic and corporate (hereinafter the "Board"), are desirous of entering into a Shared Services Agreement (hereinafter "SSA") for the provision of one (1) Class III Special Law Enforcement Officer (hereinafter "SRO"); and

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

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

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

WHEREAS, the City has agreed to provide the services of one SRO' upon the terms contained herein.

NOW THEREFORE,, in consideration of the mutual foregoing representations, the City and the Board agree as follows:

- The terms of the attached Memorandum of Understanding are incorporated herein by reference. Except as specifically provided by this SSA, the School Resource Officer program will be administered in accordance with the Memorandum of Understanding for the 2025-2026 school year.
- 2. The Board shall make payment to the City to cover the total salary and 50% of payroll taxes associated with the provision of one (1) Class III Special Law Enforcement Officer who shall serve as SRO as further specified herein. A financial breakdown of the costs to the Board and the allocation thereof is attached as Exhibit "A" to the attached Memorandum of Understanding. The SRO shall be paid only for time working at and for the Board and shall not be entitled to paid vacation or sick time.

Payment associated with the provision of the Class III Special Law Enforcement Officer shall be made by the Board to the City commencing September 1, 2025 based upon the number of hours worked in the prior month and shall be paid within thirty (30) days of receipt of an invoice therefor

- 3. If there is a conflict between the terms of this SSA and the Memorandum of Understanding, the terms of this SSA shall control.
- 4. The term of this Agreement shall be for one (1) school year commencing on September 1, 2025 and terminating on June 30, 2026.
- 5. The City will appoint a Class III Special Law Enforcement Officer for a maximum term of six months at a time. If the City, to include the Chief of Police, or the Board, to include the Superintendent, are not satisfied for any reason or cannot sustain the Class III Special Law Enforcement Officer, the position will be terminated or a replacement Class III Special Law Enforcement Officer will be hired. The termination of a Class III Special Law Enforcement Officer may be effectuated by fourteen (14) days prior written notice, except if the Chief of Police and Superintendent agree that termination shall be effective immediately.
- 6. The Parties acknowledge that the SROs assigned pursuant to this Agreement are not subject to the Board's contract with the Mainland Regional High School Educational Association which also references a school resource officer position.
- 7. This Agreement shall be governed by the laws of the State of New Jersey.
- 8. <u>Disputes</u>. In the event that a dispute arises between the parties as to the terms of the Agreement, or the unsatisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by mediating such dispute before the County Superintendent and the Executive County Superintendent. If mediation is unsuccessful the Parties agree to bring the dispute before a court of competent jurisdiction. Each party is responsible for its own attorney's fees.
- 9. <u>Uniform Shared Services and Consolidation Act</u>. The Shared Services Act (N.J.S.A. 40A:65-l, et seq.) shall apply to this Agreement and to the extent that any provision of this Agreement is in conflict with said Act, the Act shall be controlling and take precedence.
- 10. Notices: Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by email, first-class mail, or overnight service (e.g., Federal Express) to each Party as follows:

If to the School District:

Mark Marrone, Chief School Administrator Mainland Regional High School 1301 Oak Avenue Linwood, NJ 08221 mmarrone@mainlandregional.net

If to the City:

Leigh Ann Napoli, Administrator/Municipal Clerk 400 Poplar Avenue Linwood, NJ 08221 Inapoli@linwoodcity.org

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on this

SSA and Memorandum of Understanding on the day set opposite their signature.

Attest:	CITY OF LINWOOD		
Leigh Ann Napoli, RMC, CMR, MPA, City Administrator/ Municipal Clerk	Darren H. Matik, Mayor		
Date: Attest:	Date:		
Chandra D. Coady, CPA, Business Administrator/Board Secretary Date:	MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION		
	Jill T. Ojserkis, Esq., President Date:		

CLASS III SPECIAL LAW ENFORCEMENT OFFICER SAFE SCHOOLS RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Mainland Regional High School Board of Education (hereinafter the "Board") and the City of Linwood (hereinafter the "City").

WHEREAS the Board and the City desire that the City provide the services of one (1) Class III Special Law Enforcement Officer assigned to the Board on a full-time basis to serve as the SRO; and

WHEREAS both parties recognize the potential benefits of this program to the citizens of the City and to the students and staff of the Board; and

WHEREAS it is in the best interest of the Board and the City to establish and continue this program.

IT IS NOW THEREFORE AGREED that the City shall supply one (1) Class III Special Law Enforcement Officer to the Board to be assigned as a School Resource Officer ("SRO") upon the following terms and conditions:

Assignment of Officer.

The Board and the City agree that the City shall assign one (1) Class III Special Law Enforcement Officers from the City of Linwood Police Department to Mainland Regional High School for up to forty (40) hours per week during the 2025-2026 school year.

Selection of Officer.

The Linwood Police Department shall advertise and conduct the initial interviewing process for a Class III Special Law Enforcement Officer. Applicants will be interviewed by the Police Interview Panel. Applicants who successfully pass the Police Interview Panel will then be interviewed by the Mayor, Chief of Police and Superintendent of Mainland Regional High School. The Mayor, Chief of Police and Superintendent will select the candidate to be hired for the position by their unanimous decision.

II. Officer is an Employee of the City.

Although assigned to the school on a full-time basis, the assigned SRO remains an employee of the City and its police department. The SRO shall remain subject to all federal and state laws as well as directives, policies, procedures, rules and regulations of the Linwood Police Department and shall not be considered an employee of the Board. The City will use reasonable efforts to coordinate the SRO's vacation times with the vacation times in the approved Board calendar.

V. Hours.

The City shall provide one (1) SRO working forty (40) hours per week. The specific hours of assignment shall be determined by the Chief of Police and the Superintendent of the Board or their designees and may change subject to mutual agreement of the parties. For purposes of this Memorandum of Understanding, it is anticipated that a regular school day shall be between 7:30 a.m. – 3:30 p.m. subject to change as mutually agreed upon by the Superintendent and the Chief of Police. Unless mutually agreed upon by the Chief of Police and the Superintendent of the Board or their designees in advance, the SRO shall not be expected to be present to perform his duties during days that the high school is closed for student attendance (except for graduation which is required) such as vacations, holidays, and snow days although the SRO's presence may be required during teacher in-service days. It is understood that if the Class III Special Law Enforcement Officer is unavailable to work any day or any requested school function for any reason, the Linwood Police Department will not fill the vacant position.

V. Uniforms.

Unless engaged in activities for which a uniform would be inappropriate, the SRO shall wear a uniform approved by the Chief of Police which readily identifies him as a Police Officer of the City. The SRO shall carry a City issued firearm while providing his duties hereunder. The firearm will remain the property of the City but shall be utilized by the SRO during the term of this Agreement.

VI. Office.

The Board will provide the Linwood Police Department a secure office (substation) within the Mainland Regional High School. No persons will be permitted within the substation without authorization from a member of the Linwood Police Department except for cleaning, maintenance and repair of the substation. The Board will supply internet access, a computer and printer allowing Police Officers to access the Linwood Police Department CAD System and other required sites necessary for the performance of the duties. The Board will also supply a desk, chairs and filing cabinet(s). This office will be keyed on the Linwood Police Department Key System.

VII. Duties.

While performing services at the District, the general duties of the SRO shall be set forth in Attachment "B" to this Memorandum of Understanding.

VIII. Overtime.

It is agreed that the Board will be financially responsible to reimburse the City for overtime services provided by the SRO at the hourly rate listed in Exhibit "A" Any such overtime shall be requested by the Superintendent or his designee and is subject to prior approval by the Chief of Police or his designee. Such overtime shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

X. Training.

Unless the SRO assigned has previously attended the School Resource Training Program sponsored by the National Association of School Resource Officers, the SRO assigned shall attend the School Resource Officer Training program sponsored by the National Association of School Resource Officer which contains a forty (40) hour block of instruction emphasizing three (3) main areas of instruction: 1) functioning as a SRO in the school setting; 2) working as a resource and problem solver; and 3) the development of teaching skills. The cost of this training shall be paid by the Board and shall not exceed the amount described in Exhibit "A".

The SRO shall also receive such additional required training for SRO's as directed by the Chief of Police. All associated Police In-Service Training shall be provided by the Linwood Police

Department through the department PowerDMS. The SRO shall be allotted time by the Board to complete such training, including semi-annual firearms qualifications. The Linwood Police Department will provide instructors and ammunition for firearms qualifications.

X. Indemnification.

The City shall and does hereby agree to indemnify the Board, its agents, employees, servants and/or contractors and save it and them harmless and shall defend it and them from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' and other professional fees, in connection with any loss, claim or liability arising from or out of the performance of the SRO's work hereunder including, but not limited to, the SRO's negligent act or omission. It is the parties' intention that this indemnification provision shall be interpreted to be broad in nature, whereby the City agrees to indemnify the Board unless it is determined that that the Board was solely negligent.

XI. Insurance.

The City shall, at its own cost and expense, at all times during the Term of this Memorandum indemnify the Board as part of its administrative staff for the SRO's actions and in connection with the City's worker's compensation, general liability, legal liability, and/or umbrella insurance policies in effect, and shall name the Board as an additional insured or loss payee, as the case may be. The minimum coverage limits shall be maintained in accordance with the City's current policies in effect. The City shall provide the Board with a Certificate of Insurance showing the Board as an additional insured. The Certificate shall provide for ten (10) days written notice to the Board in the event of cancellation or material change of coverage. The Board shall reimburse the City for one-half (1/2) of the general liability and workers compensation premiums attributable to the SRO's services pursuant to this Agreement, not to exceed the amount set forth in Exhibit "A". Such amount due shall be billed by the City to the Board and shall be paid within thirty (30) days of receipt of an invoice therefor.

XII. Terms of Agreement.

The City, Board and SRO understand and agree that all work by SRO must conform and be done in accordance with the Uniform Memorandum of Understanding between the Education and Law Enforcement Officials and State and Federal law, the directives of the Attorney General of the State of

New Jersey, the Atlantic County Prosecutor, the Commissioner of Education and State Board of Education, New Jersey and Federal law and the rules and regulations governing the operation of schools.

XII. Renewals.

The parties agree to meet in March of each calendar year to negotiate appropriate changes to the terms of this Agreement and to determine whether it will be extended for one or more additional school years. This Agreement shall be automatically renewed each year, upon the terms contained in the SSA and this Memorandum of Understanding, unless either party provides thirty (30) days written notice of its intent to terminate.

XIII. Cooperation.

The Board shall promptly advise the City of any issues related to the performance of this Agreement including the suitability and acceptability of the SRO. Similarly, the City shall promptly advise the Board of any issues related to the performance of this Agreement including concerns raised by the SRO. The parties shall work together in a cooperative manner to resolve such issues and concerns. Notwithstanding the foregoing, any issues and concerns that can only be resolved through the replacement of the assigned SRO, shall proceed pursuant to Section II above. In addition, the parties shall meet no less than bi-monthly to review, assess and plan.

XIV. Disputes.

In the event that arises between the parties as to the terms of the Agreement, or the satisfactory performance by either of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The parties hereunder agree that if such binding arbitration or binding fact-finding procedures are required to settle any questions or disputes, that the Mayor of the City and Mainland Regional High School Board of Education shall mutually appoint a single arbitrator consistent with American Arbitration Association rules.

XV. No Agency.

Any party performing a service under this Agreement is the general agent of the other party on whose behalf is performed pursuant to this Agreement. Such agent party shall have full

powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties including all powers of enforcement and administration regulation, which are or may be exercised by the party on whose behalf it acts pursuant to this agreement, except as such powers are limited by the terms of this Agreement. Neither party shall be liable for any part or share of the cost of acquiring, constructing or maintaining any capital facility acquired or constructed by the other party unless such part or share is provided for in the Agreement or in an amendment thereto, which shall have been ratified by the contracting parties in the manner provided for in the Shared Services and Consolidation Act for entering into a contract.

This Memorandum of Understanding shall cover the period from September 1, 2025 to June 30, 2026

Attest:	MAINLAND REGIONAL HIGH SCHOOL BOARD OF EDUCATION
Chandra D. Coady, CPA, Business Administrator/Board Secretary	Jill T. Ojserkis, President
Attest:	CITY OF LINWOOD
Leigh Ann Napoli, RMC, CMR, MPA, City Administrator/ Municipal Clerk	Darren H. Matik, Mayor

Exhibit "A" Financial Terms and Conditions

Handgun	\$ 481.00
Uniform	\$ 600.00
School Resource Officer Training	\$ 350.00
Liability Insurance (50% of \$500.00)	\$ 250.00
Workers Compensation Insurance (50% of \$3,000.00)	\$1,500.00
Hourly Rate for SRO	\$ 32.00
Payroll Taxes for SRO (50% of Payroll Taxes associated	TBD based on compensation
with compensation)	

Exhibit "B"

School Resource Officer Job Description

The following lists provide examples of job duties of the School Resource Officer. They highlight, but are not limited to,

The three roles used to define what SRO's do in schools: Law Enforcement; Law Related Counselor; Law Related Education Teacher.

The close relationship SRO's must create and maintain with Principals; and

That SRO's must work closely with parents, students and members of the community.

Primary Duties

To prevent juvenile delinquency through close contact with students and school personnel.

To establish liaison with school principals, school security personnel, faculty and students.

To inform the students of their rights and responsibilities as lawful citizens.

To provide liaison between students and social agencies which provide needed services. To

act as a liaison resource to the principal in investigating criminal law violations occurring in the school or on school property.

To assist administration and faculty in formulating criminal justice programs.

To formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the school.

To participate in school activities and events when invited and feasible.

To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.

To protect lives and property for the citizens and school students.

To enforce Federal, State and Local Criminal Laws and Ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulation regarding student conduct.

To investigate criminal activity committed on school property.

To counsel students in special situations, such as students suspected of engaging in criminal activity, when requested by the principal or parent of the student.

To answer questions students may have about criminal or juvenile law.

To assist other law enforcement Officer with outside investigations concerning students attending the school.

Secondary Duties

Abide by school board policies and shall consult with and coordinate activities through the school principal but shall remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment and supervision.

Develop expertise in presenting various subjects.

Encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.

Refrain completely from functioning as a school disciplinarian. The School Resource Officer is not to be involved the enforcement of disciplinary infractions that do not constitute violations of the law.

Attend meeting of parent and faculty groups to solicit their support and understanding of the School Resource Officer program and to promote awareness of law enforcement functions.

Confer with the principal to develop plans and strategies to prevent and *I* or minimize dangerous situations on or near school property or involving students at school-related activities.

Abide by school board policy and applicable law concerning interviews, should it be necessary to conduct formal interviews with students or staff on property or at school functions under the jurisdiction of the School Board.

Take law enforcement action as necessary and notify the principal of the school as soon as possible; whenever possible notify the principal before requesting additional enforcement assistance on school grounds.

Give assistance to Officer in matters regarding the duties of SRO's whenever necessary.

Coordinate with the principal and be responsible for law enforcement and security activity at extra-curricular events as determined by the principal.

RESOLUTION No. 151, 2025

A RESOLUTION AUTHORIZING THE SUBMISSION OF A MINOR SUBDIVISION APPLICATION TO THE LINWOOD PLANNING BOARD

WHEREAS, the Municipality of the City of Linwood is the owner of certain real property located at Block 127 Lot 2 within the municipal boundaries; and

WHEREAS, the Municipality has determined that it is in the public interest to seek approval for a minor subdivision of said property; and

WHEREAS, pursuant to the New Jersey Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Planning Board has jurisdiction to review and approve subdivision applications; and

WHEREAS, the Mayor and Common Council of the Municipality of the City of Linwood deem it appropriate to authorize the submission of a minor subdivision application to the Planning Board for its review and consideration;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Linwood hereby authorize the submission of a minor subdivision application of Block 127 Lot 2 to the Linwood Planning Board.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of September, 2025.

	LEIGH ANN NAPOLI, RMC, MUNICIPAL CLER	K
	DARREN MATIK, MAYOR	
APPROVED:	,	

RESOLUTION No. 152, 2025

A RESOLUTION RECOGNIZING OCTOBER 6, 2025 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, 2025, 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) and Greater Atlantic Partnership (GAP) support 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, 2025, 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 10th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of September, 2025.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLERK
	DARREN	I MA'	rik, May	OR		
APPROVED:						

RESOLUTION No. 153, 2025

A RESOLUTION REFERRING A STREET VACATION APPLICATION FOR A PORTION OF PIERCE AVENUE TO THE LINWOOD PLANNING BOARD

WHEREAS, Strada Investments LLC submitted to the City of Linwood an Application for a Street Vacation for a portion of Pierce Avenue in the City of Linwood; and

WHEREAS, pursuant to the Linwood City Code Chapter 241-31, Section B, City Council shall refer street vacation applications to the Linwood Planning Board for its opinion on the application as it relates to the City's Master Plan;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Linwood that the Application for a Street Vacation of a portion of Pierce Avenue submitted by Strada Investments LLC be and is hereby referred to the Linwood Planning Board for its review.

I, Leigh Ann Napoli, RMC, Municipal Clerk of the City of Linwood, do hereby certify that the foregoing resolution was duly adopted at a Regular Meeting of the City Council of Linwood, held this 10th day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of September, 2025.

	LEIGH	ANN	NAPOLI,	RMC,	MUNICIPAL	CLER
	DARREN	TAM	IK, MAY	OR		
APPROVED:						