

**Board of Fire Commissioners
LINDENWOLD FIRE DISTRICT No.1
Monthly Board Meeting Minutes**

Meeting Date: March 18, 2019
Meeting Place: Fire Administration Building
Meeting Called To Order: 7:30pm
Members of Board Present: **Chairman** – Clifford Ruth
Vice Chairman – Richard Paul
Treasurer – Raymond McManus - excused
Secretary – Wayne Hans
Commissioner – Frank Weindel - excused
District Clerk – Tiffany Beach
District Clerk- Kathleen Crockett
Solicitor – David Capozzi

Salute the Flag

Sunshine Law – Comm. Ruth

In accordance with the NJ Sunshine Law this meeting has been properly advertised and is open to the public. The public portion will follow the regular business of the Board.

Roll Call Commissioners – Comm. Ruth

Comm.'s Hans, Paul, Ruth are present. Comm. McManus & Comm. Weindel are excused.

Minutes of the Previous Meeting – Comm. Ruth

Motion made by Comm. Hans seconded by Comm. Paul to approve the February 18, 2019 minutes as they are available to the public upon request. Any questions? (hearing none) All in favor, ayes have it.

Motion made by Comm. Paul seconded by Comm. Hans to approve the March 5,2019 minutes as they are available to the public upon request. Any questions? (hearing none) All in favor, ayes have it.

Correspondence – Cl. Beach

Cl. Beach: Nothing to report at this time.

Treasurer's Report – Cl. Crockett

As of March 18, 2019	
TD Bank General Checking	34,456.64
TD Bank Money Market Account	553,550.95
TD Bank Money Market Capital	2,556.86
TD Bank Payroll Checking	22,159.01
TD Bank LEA Dedicated Penalty	5,576.36
TD Bank LEA Trust Penalty	16,056.12
Petty Cash	200.00
Total Current Assets	634,555.94

Motion made by Comm. Paul seconded by Comm. Hans to accept the Treasurer's Report as read. Any questions? (hearing none) Roll call vote, all yes.

Payment of Bills – Cl. Crockett

Cl. Crockett: In front of you, you have a list of 74 bills totaling \$ 78,866.79
Motion made by Comm. Paul seconded by Comm. Hans to approve the payment of bills.
Any questions? (hearing none) Roll call vote, all yes.

COMMITTEE REPORTS

Administration / Personnel – Comm. Ruth

No report.

Office of Fire Prevention – Comm. Ruth

Comm. Ruth: The Fire Official's report for 02/19/19 – 03/18/19 was read aloud, a copy is attached to the minutes. Yours in Fire Safety, Acting Fire Official Timothy Shannon, & Michael Brezee Fire Prevention Specialists.

Training Division – Comm. Ruth

No report.

Fire Department Equipment – Comm. Paul

Comm. Paul: There were some parts that were ordered to repair the chainsaw.

Turn-Out Gear – Comm. Paul

Comm. Paul: Under gear, there was new boots that were ordered and delivered to Fire Fighter Sean Polifrone. Over the next few days I will be getting with the Chief to order new gear and helmets.

Recruitment / Membership – Comm. Paul

Comm. Paul: There is an interview with a junior that will take place tomorrow.

Fitness Center – Comm. Paul

Comm. Paul: The stepper was repaired.

S.O.G.'s – Comm. Paul

Comm. Paul I am in the process of getting a sign for the gym with the rules and regulations. That will be posted by the next meeting.

Future Projects- Comm. Paul

Comm. Paul: On April 2nd, is the meeting with the architect.

Communications – Comm. McManus

No report.

Apparatus – Comm. McManus

No report.

Computers – Comm. McManus

No report.

Sale of Assets – Comm. McManus

No report.

Assist Personnel – Comm. McManus

No report.

Budget – Comm. McManus

No report.

Building Maintenance / Grounds – Comm. Hans

Comm. Hans: I did talk to the owner over at Lindenwold Shopping Center about getting keys for the Knox box. I did talk to them the other day and by the 26th we should have all the keys. I will get a hold of the duty crew to get them all tagged.

Health & Safety – Comm. Hans

No report.

Fixed Assets – Comm. Hans

No report.

Hydrants / Water – Comm. Hans

Comm. Hans: I did talk to NJ American Water in reference to getting extending the hydrant down towards Linden Auto Body. That is still in the works. I am not exactly sure when it is going to be done. They will get back to me.

Insurance – Comm. Weindel

No report.

Incentive Program – Comm. Weindel

No report.

Uniforms – Comm. Weindel

No report.

Fuel – Comm. Weindel

No report.

Train Display – Comm. Weindel

No report.

Chief's Report – Chief Beeler

Chief Beeler: The report for 02/19/19 – 03/18/19 was read aloud by Chief Beeler, a copy is attached to the minutes.

President's Report – Comm. Ruth

Comm. Ruth: We have one President present tonight. President Robinson do you have anything?

President Robinson: I have nothing tonight, thank you.

Borough of Lindenwold – Councilman DiDominico

Not present.

Solicitor – D. Capozzi

No report.

Resolutions – Comm. Ruth

Comm. Ruth: We have several Resolutions tonight.

Resolution 2019-11 Authorizing a Fire Suppression Contract with Lindenwold Fire Co. No. 1, copy in file.

Motion made by Comm. Paul, seconded by Comm. Hans as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2019-12 Business Office Lease for Lindenwold Fire Co. No. 1, copy in file.

Motion made by Comm. Paul, seconded by Comm. Hans as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2019-13 Authorizing a Fire Suppression Contract with Lindenwold Fire Co. No. 2, copy in file.

Motion made by Comm. Paul, seconded by Comm. Hans as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2019-14 Business Office Lease for Lindenwold Fire Co. No. 2, copy in file.

Motion made by Comm. Paul, seconded by Comm. Hans as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2019-15 District Lease with Station 3 for this building, copy in file.

Motion made by Comm. Paul, seconded by Comm. Hans as read. Any questions? (hearing none) Roll call vote, all yes.

Old Business – Comm. Ruth

Comm. Ruth: Any old business? (hearing none)

New Business – Comm. Ruth

Comm. Ruth: Any new business? (hearing none)

At this time we are going to open to the commissioners.

Public Portion – Comm. Ruth

Motion made by Comm. Paul, seconded by Comm. Hans to open to the public. All in favor, ayes have it.
(hearing none)

Motion made by Comm. Hans, seconded by Comm. Paul to close to the public. All in favor, ayes have it.

Open to Commissioners – Comm. Ruth

Comm. Ruth: Can the two other Commissioners join me and Kathy please step up front.

Kathy, you have been here 11 years and you have done a great job for us. If any one doesn't know the 29th of March will be her last day. We have a little presentation with a gift that states, Kathy Crockett in recognition for your many years of outstanding and dedicated service for the Lindenwold Fire Department. Congratulations on your retirement March 18, 2019.

Cl. Crockett: Thank you so much.

(applause)

Comm. Ruth: As you know the door is always open and we have you have a happy, healthy, and long retirement.

(applause continues)

Comm. Hans: Congratulations Kathy.

Comm. Paul: Congratulations Kathy.

Cl. Crockett: Thank you so much everyone.

Comm. Paul: Make sure you come and visit us.

Cl. Crockett: Absolutely.

Closed Session – Comm. Ruth

n/a

Adjourn - Comm. Ruth

Motion made by Comm. Hans, seconded by Comm. Paul to adjourn the meeting at 7:42pm.

All in favor, ayes have it.

Lindenwold Fire District No.1
Treasurer's Report
As of March 18, 2019

	<u>Mar 18, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · CASH	
1010 · TD Bank General Checking	34,456.64
1011 · TD Bank Money Market Acco...	553,550.95
1013 · TD Bank Money Market Capital	2,556.86
1020 · TD Bank Payroll Checking	22,159.01
1030 · TD Bank LEA Dedicated Pen...	5,576.36
1040 · TD Bank LEA Trust Penalty	16,056.12
1090 · Petty Cash	200.00
	<hr/>
Total 1000 · CASH	634,555.94
	<hr/>
Total Checking/Savings	634,555.94
	<hr/>
Total Current Assets	634,555.94
	<hr/>
TOTAL ASSETS	634,555.94
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LIABILITIES & EQUITY	0.00

RESOLUTION 2019 - 11

RESOLUTION AUTHORIZING A FIRE SUPPRESSION CONTRACT WITH LINDENWOLD FIRE COMPANY No.1

WHEREAS the Lindenwold Board of Fire Commissioners is concerned with the adequate fire suppression services for the Borough of Lindenwold; and

WHEREAS the Lindenwold Board of Fire Commissioners provides fire equipment and financial resources for fire fighter training; and

WHEREAS the Lindenwold Fire Company No.1 is a volunteer fire company of the district; and

WHEREAS the Lindenwold Board of Fire Commissioners is desirous of entering into a one year contract for Fire Suppression Services for the Borough of Lindenwold with Lindenwold Fire Company No.1; and

WHEREAS the Lindenwold Board of Fire Commissioners is authorized to enter into a fire suppression agreement with the Lindenwold Fire Co. No.1 which is authorized by N.J.S.A. 40A:14-70.1 et seq.; and

WHEREAS after careful consideration the Lindenwold Board of Fire Commissioners hereby agrees to pay to Lindenwold Fire Co. No.1 an annual sum of \$44,750 to provide fire suppression services for the Borough of Lindenwold, paid as follows: 1st qtr. \$14,750, 2nd, 3rd & 4th quarters-\$10,000 each, less any energy charges paid for by the Fire District on behalf of Fire Co. No. 1 per the South Jersey Energy Cooperative; and

WHEREAS the Lindenwold Fire Company No.1 agrees to adhere to all of the terms and conditions of the Fire Suppression Agreement including the recognition of a new Borough fire command structure as incorporated and referenced by the Fire Suppression Agreement; and

WHEREAS the Lindenwold Fire Company No.1 in cooperation with Lindenwold Fire Company No.2 and Lindenwold Fire Company No.3 jointly developed and recommends the adoption of a new Borough fire command structure; and

WHEREAS the Lindenwold Fire Company No.1 agrees to amend their by-laws by April 30, 2007 to reflect the recognition of the new Borough fire command structure;

THEREFORE BE IT RESOLVED the Lindenwold Board of Fire Commissioners hereby approves a Fire Suppression Agreement by and between the Lindenwold Board of Fire Commissioners and Lindenwold Fire Company No.1 by which the Lindenwold Fire Company No.1 will provide fire suppression services pursuant to the terms and conditions set forth above and outlined in the Fire Suppression Agreement from April 1, 2019 thru March 31, 2020; and


BE IT FURTHER RESOLVED that the Chairman of the Board of Lindenwold Fire District No. 1 be authorized to execute any necessary agreements on behalf of the Lindenwold Board of Fire Commissioners.

March 18, 2019
Dated

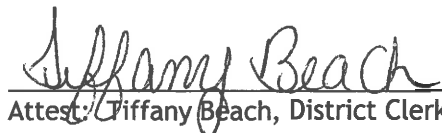


Chairman Clifford Ruth, Board of Fire Commissioners
Lindenwold Fire District No.1

3/18/19
Dated



President Craig Wells
Lindenwold Fire Company No.1



Attest: Tiffany Beach, District Clerk

RESOLUTION 2019 - 12
BUSINESS OFFICE LEASE - STATION 1

The Landlord and the Tenant agree to lease the Rental Space for the Term and at the Rent stated as follows:

LANDLORD: Lindenwold Fire Company No. 1, Inc., 517 East Linden Avenue, Lindenwold, NJ 08021

TENANT: Board of Fire Commissioners, Fire District No. 1, Borough of Lindenwold, 2201 Bangor Avenue, Lindenwold, NJ 08021

RENTAL SPACE: 240 square feet of office space in the fire station of the Landlord located at 517 East Linden Avenue, Lindenwold, NJ plus additional reasonable storage space as required by Tenant for file storage.

BUILDING: Located at 517 East Linden Avenue, Lindenwold, New Jersey

DATE OF LEASE: April 1, 2019

TERM: One (1) year lease commencing on April 1, 2019, and ending on March 31, 2020

SECURITY: None

RENT: Five thousand five hundred dollars (\$5,500.00) per year, to be paid: quarterly at one thousand three hundred seventy-five (\$1,375.00) per quarter. Each payment is to be paid on or before April 1, July 1, October 1 and January 1 of each year of the Term.

RENTAL USE: to be used and occupied only and for no other purpose than the admin. offices of the Fire District

ADDITIONAL AGREEMENTS UPON THE FOLLOWING COVENANTS AND CONDITIONS:

1. **Possession and Use.** The Landlord shall give possession of the Rental Space to the Tenant for the Term. The Tenant shall take possession of and use the Rental Space for the purpose stated above. The Tenant may not use the Rental Space for any other purpose without the written consent of the Landlord.
2. **Delay in Giving of Possession.** This paragraph applies if (a) the Landlord cannot give possession of the Premises to the Tenant on the beginning date and (b) the reason for the delay is not the Landlord's fault. The Landlord shall not be liable for the delay. The Landlord shall then have thirty (30) days in which to give possession. If possession is given within that time, the Tenant shall accept possession and pay rent from that date. The ending date of the Term shall not change. If possession is not given within the time this Lease may be cancelled by either party on notice to the other.
3. **Rent and Additional Rent.** The Tenant may not do any of the following without the Landlords written consent: (a) assign the Lease (if the Tenant is a corporation, the sale of a majority of its shares shall be treated as an assignment), (b) sublet all or any part of the Rental Space or (c) permit any other person, persons or business to use the Rental Space.
4. **Rent and Additional Rent.** Tenant shall pay rent in the amount as stated at the beginning of this Lease to the Landlord at the Landlord's address. The parties shall review the utility usage at the rental space location, and shall renegotiate the lease to determine if any adjustment is necessary to account for utility usage. If no agreement can be reached by the parties, this lease may be terminated by either party upon thirty (30) days written notice.
5. **Liability of Landlord and Tenant.** The Landlord shall not be liable for injury or damage to any person or property unless it is solely due to the Landlord's willful act, gross neglect or intentional misconduct. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant or the tenant's employees. The Tenant shall defend the Landlord from and reimburse the Landlord for all liability and costs resulting from any injury or damage due to the act or neglect of the Tenant or Tenant's employees.
6. **Real Estate Taxes.** The Landlord shall pay the Real Estate Taxes on the Building.
7. **Acceptance of Rental Space.** The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the Rental Space "as is".
8. **Quiet Enjoyment.** The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Rental Space.

9. **Utilities and Services.** The Landlord shall arrange and pay for utilities and services required for the Rental Space, except for the following: Tenant's alarm system and telephone. The Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of utilities beyond the control of the Landlord. This does not excuse the Tenant from paying Rent.

10. **Tenant's Repairs, Maintenance and Compliance.** The Tenant shall:

- (a) Maintain the Rental Space in a neat, clean, safe and sanitary condition, free of all garbage and debris;
- (b) Use all electric, plumbing and other facilities in the Rental Space safely;
- (c) Use no more electricity than the wiring of the feeders to the Rental Space can safely carry;
- (d) Do nothing to destroy, deface, damage or remove any part of the Rental Space;
- (e) Keep nothing in the Rental Space which is inflammable, dangerous or explosive or which might increase the danger of fire or other casualty;
- (f) Promptly notify the Landlord when there are conditions which need repair;
- (g) Do nothing to destroy the peace and quiet of the Landlord, other tenants or persons in the neighborhood.
- (h) Avoid littering in the building or on its grounds.

The Tenant shall pay any expenses involved in complying with the above.

11. **Landlord's Repair and Maintenance.** The Landlord shall:

- (a) Maintain the public areas, roof and exterior walls in good condition;
- (b) Make all structural repairs unless these repairs are made necessary by the act or neglect of the Tenant or the tenant's employees;
- (c) Make necessary replacement of the plumbing, cooling, heating and electrical systems, except when made necessary by the act or neglect of the Tenant or the Tenant's employees;
- (d) Maintain the elevators in the Building, if any.

12. **No Alterations.** The Tenant may not make any changes or additions to the Rental Space without the Landlord's written consent. Any changes or additions made without the Landlord's written consent shall be removed by the tenant on demand. All changes or additional made with the Landlord's written consent shall become the property of the Landlord when completed and paid for the Tenant. They shall remain as part of the Rental Space at the end of the Term. The Tenant shall promptly pay for all costs of any permitted changes or additions. The Tenant shall not allow any construction liens or other liens or claims to be filed against the Building. If any lien or claim is filed against the Building, the Tenant shall have it promptly removed.

13. **Signs.** The Tenant shall obtain the Landlord's written consent before placing any sign on or about the Rental Space. Signs must conform to all applicable municipal ordinances and regulations.

14. **Eminent Domain.** Eminent domain is the right of a government to lawfully condemn and take private property for public use. Fair value must be paid for the property. The taking occurs either by court order or by deed to the condemning party. If any part of the Rental Space is taken by eminent domain, either party may cancel this Lease on thirty (30) days notice to the other. The entire payment for the taking shall belong to the Landlord. The Tenant shall make no claim for the value of the Lease for the remaining part of the Term.

15. **Subordination to Mortgage.** In a foreclosure sale all mortgages which now or in the future affect the Building have priority over this Lease. This means that the holder of a mortgage may end the Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

16. **Notices.** All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they must be given by (a) personal deliver or (b) certified mail, return receipt requested. Notices shall be addressed to the Landlord and to the Tenant to the addresses written at the beginning of this Lease.

17. **No Waiver.** The Landlord's failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violations occurring at a later time.

18. **Survival.** If any agreement in this Lease is contrary to law, the rest of the Lease will remain in effect.

19. **End of Term.** At the end of the Term the Tenant shall (a) leave the Rental Space clean, (b) remove all of the Tenant's property (c) remove all signs and restore that portion of the Rental Space on which they were placed, (d) repair all damage caused by moving, (e) return the Rental Space to the Landlord in the same condition as it was at the beginning of

the Term except for normal wear and tear and (f) where required, obtain a letter of non-applicability or negative declaration form NJDEPE, pursuant to the New Jersey Environmental Clean Up Responsibility Act, N.J.S.A. 13:1K-6, et. seq.

If the tenant leaves any property in the Rental Space, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property.

20. **Binding.** This Lease binds the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

21. **Full Agreement.** The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant.

22. **Environmental Matters.** Tenant shall not generate, use, store, transport or discharge any hazardous, toxic or petroleum substance in the Rental Space in the Building or in any common area.

Tenant shall indemnify and hold Landlord harmless from any and all claims, costs and damages, including reasonable attorney fees, directly or indirectly incurred by landlord arising out of Tenant's violation of the foregoing.

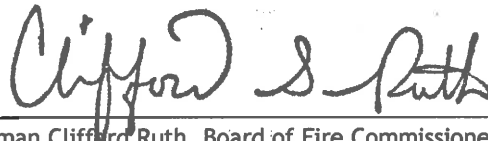
23. **Survival of Obligations.** All obligations of Tenant hereunder not fully performed as of the expiration of earlier termination of this Lease shall survive the expiration or earlier termination, including without limitation all obligations with respect to rents, additional rent and all obligations concerning the condition of the Rental Space.

24. **Non-Recordation.** This Lease shall not be recorded by Tenant. Any recording shall be deemed a default under this Lease with its attendant circumstances as set forth in this Lease for violations of agreements in the Lease.

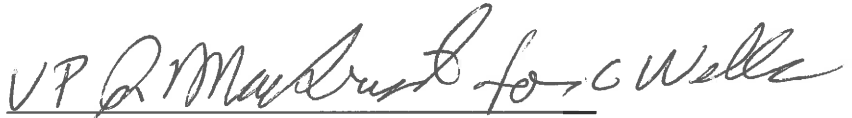
Signatures: The Landlord and the Tenant agree to the terms of this Lease by signing below. If a party is a corporation, this Lease is signed by its proper corporate officers and its corporate seal is affixed.

March 18, 2019
Dated

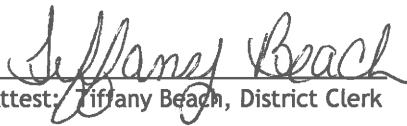
3/18/19
Dated



Chairman Clifford Ruth, Board of Fire Commissioners
Lindenwold Fire District No. 1



President Craig Wells
Lindenwold Fire Company No. 1



Attest: Tiffany Beach, District Clerk

RESOLUTION 2019 - 13

RESOLUTION AUTHORIZING A FIRE SUPPRESSION CONTRACT WITH LINDENWOLD FIRE COMPANY No. 2

WHEREAS the Lindenwold Board of Fire Commissioners is concerned with the adequate fire suppression services for the Borough of Lindenwold; and

WHEREAS the Lindenwold Board of Fire Commissioners provides fire equipment and financial resources for fire fighter training; and

WHEREAS the Lindenwold Fire Company No.2 is a volunteer fire company of the district; and

WHEREAS the Lindenwold Board of Fire Commissioners is desirous of entering into a one year contract for Fire Suppression Services for the Borough of Lindenwold with Lindenwold Fire Company No.2; and

WHEREAS the Lindenwold Board of Fire Commissioners is authorized to enter into a fire suppression agreement with the Lindenwold Fire Co. No.2 which is authorized by N.J.S.A. 40A:14-70.1 et seq.; and

WHEREAS after careful consideration the Lindenwold Board of Fire Commissioners hereby agrees to pay to Lindenwold Fire Co. No.2 an annual sum of \$44,750 to provide fire suppression services for the Borough of Lindenwold, paid as follows: 1st qtr. \$14,750, 2nd, 3rd & 4th quarters-\$10,000 each, less any energy charges paid for by the Fire District on behalf of Fire Co. No. 2 per the South Jersey Energy Cooperative; and

WHEREAS the Lindenwold Fire Company No.2 agrees to adhere to all of the terms and conditions of the Fire Suppression Agreement including the recognition of a new Borough fire command structure as incorporated and referenced by the Fire Suppression Agreement; and

WHEREAS the Lindenwold Fire Company No.2 in cooperation with Lindenwold Fire Company No.1 and Lindenwold Fire Company No.3 jointly developed and recommends the adoption of a new Borough fire command structure; and

WHEREAS the Lindenwold Fire Company No.2 agrees to amend their by-laws by April 30, 2007 to reflect the recognition of the new Borough fire command structure;


THEREFORE BE IT RESOLVED the Lindenwold Board of Fire Commissioners hereby approves a Fire Suppression Agreement by and between the Lindenwold Board of Fire Commissioners and Lindenwold Fire Company No.2 by which the Lindenwold Fire Company No.2 will provide fire suppression services pursuant to the terms and conditions set forth above and outlined in the Fire Suppression Agreement from April 1, 2019 thru March 31, 2020; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Lindenwold Fire District No. 1 be authorized to execute any necessary agreements on behalf of Lindenwold Board of Fire Commissioners.

March 18, 2019
Dated

3/18/19
Dated


Chairman Clifford Ruth, Board of Fire Commissioners
Lindenwold Fire District No.1


President Brian Robinson
Lindenwold Fire Company No. 2


Attest: Tiffany Beach, District Clerk

RESOLUTION 2019 - 14
BUSINESS OFFICE LEASE - STATION 2

The Landlord and the Tenant agree to lease the Rental Space for the Term and at the Rent stated as follows:

LANDLORD: Lindenwold Fire Company No. 2, Inc., 801 Scott Avenue, Lindenwold, NJ 08021

TENANT: Board of Fire Commissioners, Fire District No. 1, Borough of Lindenwold, 2201 Bangor Avenue, Lindenwold, NJ 08021

RENTAL SPACE: 525 square feet of office space in the fire station of the Landlord located at 801 Scott Avenue, Lindenwold, NJ, plus additional reasonable storage space as required by Tenant for file storage.

BUILDING: Located at 801 Scott Avenue, Lindenwold, New Jersey

DATE OF LEASE: April 1, 2019

TERM: One (1) year lease commencing on April 1, 2019, and ending on March 31, 2020

SECURITY: None

RENT: Eleven thousand five hundred dollars (\$11,500.00) per year, to be paid: quarterly at two thousand eight hundred seventy-five (\$2,875.00) per quarter. Each payment is to be paid on or before April 1, July 1, October 1 and January 1 of each year of the Term.

RENTAL USE: to be used and occupied only and for no other purpose than the admin. offices of the Fire District

ADDITIONAL AGREEMENTS UPON THE FOLLOWING COVENANTS AND CONDITIONS:

1. **Possession and Use.** The Landlord shall give possession of the Rental Space to the Tenant for the Term. The Tenant shall take possession of and use the Rental Space for the purpose stated above. The Tenant may not use the Rental Space for any other purpose without the written consent of the Landlord.
2. **Delay in Giving of Possession.** This paragraph applies if (a) the Landlord cannot give possession of the Premises to the Tenant on the beginning date and (b) the reason for the delay is not the Landlord's fault. The Landlord shall not be liable for the delay. The Landlord shall then have thirty (30) days in which to give possession. If possession is given within that time, the Tenant shall accept possession and pay rent from that date. The ending date of the Term shall not change. If possession is not given within the time this Lease may be cancelled by either party on notice to the other.
3. **Rent and Additional Rent.** The Tenant may not do any of the following without the Landlords written consent:
(a) assign the Lease (if the Tenant is a corporation, the sale of a majority of its shares shall be treated as an assignment),
(b) sublet all or any part of the Rental Space or (c) permit any other person, persons or business to use the Rental Space.
4. **Rent and Additional Rent.** Tenant shall pay rent in the amount as stated at the beginning of this Lease to the Landlord at the Landlord's address. The parties shall review the utility usage at the rental space location, and shall renegotiate the lease to determine if any adjustment is necessary to account for utility usage. If no agreement can be reached by the parties, this lease may be terminated by either party upon thirty (30) days written notice.
5. **Liability of Landlord and Tenant.** The Landlord shall not be liable for injury or damage to any person or property unless it is solely due to the Landlord's willful act, gross neglect or intentional misconduct. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant or the tenant's employees. The Tenant shall defend the Landlord from and reimburse the Landlord for all liability and costs resulting from any injury or damage due to the act or neglect of the Tenant or Tenant's employees.
6. **Real Estate Taxes.** The Landlord shall pay the Real Estate Taxes on the Building.
7. **Acceptance of Rental Space.** The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the Rental Space "as is".
8. **Quiet Enjoyment.** The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Rental Space.

9. **Utilities and Services.** The Landlord shall arrange and pay for utilities and services required for the Rental Space, except for the following: Tenant's alarm system and telephone. The Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of utilities beyond the control of the Landlord. This does not excuse the Tenant from paying Rent.

10. **Tenant's Repairs, Maintenance and Compliance.** The Tenant shall:

- (a) Maintain the Rental Space in a neat, clean, safe and sanitary condition, free of all garbage and debris;
- (b) Use all electric, plumbing and other facilities in the Rental Space safely;
- (c) Use no more electricity than the wiring of the feeders to the Rental Space can safely carry;
- (d) Do nothing to destroy, deface, damage or remove any part of the Rental Space;
- (e) Keep nothing in the Rental Space which is inflammable, dangerous or explosive or which might increase the danger of fire or other casualty;
- (f) Promptly notify the Landlord when there are conditions which need repair;
- (g) Do nothing to destroy the peace and quiet of the Landlord, other tenants or persons in the neighborhood.
- (h) Avoid littering in the building or on its grounds.

The Tenant shall pay any expenses involved in complying with the above.

11. **Landlord's Repair and Maintenance.** The Landlord shall:

- (a) Maintain the public areas, roof and exterior walls in good condition;
- (b) Make all structural repairs unless these repairs are made necessary by the act or neglect of the Tenant or the tenant's employees;
- (c) Make necessary replacement of the plumbing, cooling, heating and electrical systems, except when made necessary by the act or neglect of the Tenant or the Tenant's employees;
- (d) Maintain the elevators in the Building, if any.

12. **No Alterations.** The Tenant may not make any changes or additions to the Rental Space without the Landlord's written consent. Any changes or additions made without the Landlord's written consent shall be removed by the tenant on demand. All changes or additions made with the Landlord's written consent shall become the property of the Landlord when completed and paid for the Tenant. They shall remain as part of the Rental Space at the end of the Term. The Tenant shall promptly pay for all costs of any permitted changes or additions. The Tenant shall not allow any construction liens or other liens or claims to be filed against the Building. If any lien or claim is filed against the Building, the Tenant shall have it promptly removed.

13. **Signs.** The Tenant shall obtain the Landlord's written consent before placing any sign on or about the Rental Space. Signs must conform to all applicable municipal ordinances and regulations.

14. **Eminent Domain.** Eminent domain is the right of a government to lawfully condemn and take private property for public use. Fair value must be paid for the property. The taking occurs either by court order or by deed to the condemning party. If any part of the Rental Space is taken by eminent domain, either party may cancel this Lease on thirty (30) days notice to the other. The entire payment for the taking shall belong to the Landlord. The Tenant shall make no claim for the value of the Lease for the remaining part of the Term.

15. **Subordination to Mortgage.** In a foreclosure sale all mortgages which now or in the future affect the Building have priority over this Lease. This means that the holder of a mortgage may end the Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

16. **Notices.** All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they must be given by (a) personal deliver or (b) certified mail, return receipt requested. Notices shall be addressed to the Landlord and to the Tenant to the addresses written at the beginning of this Lease.

17. **No Waiver.** The Landlord's failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violations occurring at a later time.

18. **Survival.** If any agreement in this Lease is contrary to law, the rest of the Lease will remain in effect.

19. **End of Term.** At the end of the Term the Tenant shall (a) leave the Rental Space clean, (b) remove all of the Tenant's property (c) remove all signs and restore that portion of the Rental Space on which they were placed, (d) repair all damage caused by moving, (e) return the Rental Space to the Landlord in the same condition as it was at the beginning of

the Term except for normal wear and tear and (f) where required, obtain a letter of non-applicability or negative declaration form NJDEPE, pursuant to the New Jersey Environmental Clean Up Responsibility Act, N.J.S.A. 13:1K-6, et. seq.

If the tenant leaves any property in the Rental Space, the Landlord may (a) dispose of t and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property.

20. **Binding.** This Lease binds the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

21. **Full Agreement.** The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant.

22. **Environmental Matters.** Tenant shall not generate, use, store, transport or discharge any hazardous, toxic or petroleum substance in the Rental Space in the Building or in any common area.

Tenant shall indemnify and hold Landlord harmless from any and all claims, costs and damages, including reasonable attorney fees, directly or indirectly incurred by landlord arising out of Tenant's violation of the foregoing.

23. **Survival of Obligations.** All obligations of Tenant hereunder not fully performed as of the expiration of earlier termination of this Lease shall survive the expiration or earlier termination, including without limitation all obligations with respect to rents, additional rent and all obligations concerning the condition of the Rental Space.

24. **Non-Recordation.** This Lease shall not be recorded by Tenant. Any recording shall be deemed a default under this Lease with its attendant circumstances as set forth in this Lease for violations of agreements in the Lease.

Signatures: The Landlord and the Tenant agree to the terms of this Lease by signing below. If a party is a corporation, this Lease is signed by its proper corporate officers and its corporate seal is affixed.

March 18, 2019
Dated

3/18/19
Dated



Chairman Clifford Ruth, Board of Fire Commissioners
Lindenwold Fire District No. 1



President Brian Robinson
Lindenwold Fire Company No. 2


Attest: Tiffany Beach, District Clerk

RESOLUTION 2019 - 15

LEASE AGREEMENT STATE OF NEW JERSEY, COUNTY OF CAMDEN

This lease is made and executed in duplicate by and between Lindenwold Fire Company No. 3, with principal place of business at 2201 Bangor Avenue, Lindenwold, New Jersey, "Landlord", and Lindenwold Board of Fire Commissioners, of 2201 Bangor Avenue, Lindenwold, New Jersey, "Tenant."

SECTION I Description of Premises

Landlord leases to tenant and tenant shall let from landlord, as provided in this lease, the premises located at Lindenwold Fire Company No. 3, 2201 Bangor Avenue, Lindenwold, Camden County, N.J.

SECTION II Term

The term of this lease is one year, beginning April 1, 2019 and ending March 31, 2020.

SECTION III Rent

The total rent of this lease is the sum of \$12,500.00 Tenant agrees to pay landlord this amount in two installments, \$7,500.00 and \$5,000.00, payable the first and third quarter of each year.

SECTION IV Use of Premises

The premises leased are to be used as the office, administrative area, storage, and/or public meetings of the Lindenwold Board of Fire Commissions.

SECTION V Prohibition Against Activities Increasing Fire Insurance Rates

Tenant agrees not to use the premises in any manner, even in its use of the purposes for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, or to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. Tenant further agrees not to keep on the premises, or permit to be kept, used, or sold on the premises, anything prohibited by the fire insurance policy covering the premises. Tenant agrees to comply, at its own expense, with all insurers' requirements to keep in force the fire and liability insurance covering the premises and building.

SECTION VI Prohibition Against Waste, Nuisances, or Unlawful Use

Tenant will not commit, or allow to be committed, any waste on the premises. Tenant will not create or allow any nuisance to exist, or use or allow the premises to be used for any unlawful purpose.

SECTION VII Effect of Delay in Delivering Possession

This lease will not be rendered void or voidable by landlord's inability to deliver possession to tenant at the beginning of the lease term, nor will such inability to deliver render landlord liable to tenant for loss or damage suffered. If landlord cannot deliver the premises at that time, the rent for the period between the beginning of the term and the time when landlord can deliver possession will be deducted from the total rent of the lease. No extension of the lease will result from a delay in delivering possession.

SECTION VIII Payment of Utilities

Tenant will pay for all utilities, including electricity, gas, water, sewer and telephone service furnished to the premises for the term of this lease. Landlord shall be responsible for the cost of all landscaping, snow removal, grass cutting, and/or shrubbery maintenance on the property. If Landlord fails and/or refuses to provide landscaping, snow removal, grass cutting, and/or shrubbery maintenance on the property, Tenant shall have the absolute right to hire their choice of contractors to perform all such maintenance on the property, and shall deduct the cost of

landscaping, snow removal, grass cutting, and/or shrubbery maintenance from the rent payments to Landlord for such costs. Tenant shall not be obligated to provide Landlord with written notification of their intention to engage in landscaping, snow removal, grass cutting, and/or shrubbery maintenance on the property, prior to hiring contractors to perform these activities, in the event Landlord fails to provide these services to Tenant.

SECTION IX Eviction

If the Tenant does not pay the rent when it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law.

SECTION XI Delivery, Acceptance, and Surrender of Premises

Landlord represents that the premises are fit for use as the office and/or headquarters for the Lindenwold Board of Fire Commissioners. Tenant agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Tenant agrees to surrender the premises to the landlord at the end of the lease term, if the lease is not renewed, in the same condition as when tenant took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Tenant agrees to remove all business signs or symbols it placed on the premises before redelivery of the premises to the landlord, and to restore the portion of the premises on which they were placed to the same condition as before their placement.

SECTION XII Partial Destruction of Premises

Partial destruction of the leased premises will not render this lease void or voidable, or terminate it, except as provided in this lease. If the premises are partially destroyed during the term of this lease, landlord will repair them when the repairs can be made in conformity with local, state, and federal laws and regulations, within thirty days of the partial destruction. Rent for the premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of tenant's business on the premises. If the repairs cannot be made within the time limit, landlord has the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to tenant as provided in this lease. If the repairs cannot be made in thirty days, and if landlord does not elect to make them within a reasonable time, either party to this lease has the option to terminate the lease. If the building in which the leased premises are located is more than one-third destroyed, landlord may at its option terminate the lease.

Disputes between landlord and tenant relating to the provisions of this paragraph will be arbitrated. The parties will each select an arbitrator; the two arbitrators selected will select another arbitrator. The three arbitrators will hear and determine the dispute. Their decisions will be binding on the parties to this lease. The parties agree to divide the arbitration costs equally between them.

SECTION XIII Entry by Landlord

Landlord reserves the right to enter the premises at reasonable times to inspect them, or perform required maintenance and repair, or to make additions or alterations to any part of the building in which the premises leased are located. Tenant agrees to permit landlord to do so.

Landlord may, in connection with alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce tenant's rent for the premises during the period, and without incurring liability to tenant for disturbance of quiet enjoyment of the premises, or loss of occupation of the premises.

SECTION XIV Posting of Signs, Awnings, or Marquees by Tenant

Tenant agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without landlord's written consent. Tenant further agrees to remove signs, displays, advertisement or decorations it has placed, or permitted to be placed, on the premises, which, in landlord's opinion, are offensive or otherwise objectionable. If tenant fails to remove these signs, displays, advertisements, or decorations within five days after receiving written notice from landlord to remove them, landlord reserves the right to enter the premises and remove them, at tenant's expense. Tenant agrees that all such signs and/or postings shall be in compliance with any Municipal and/or Governmental Regulations or ordinances. Tenant shall indemnify and hold Landlord harmless with respect to any and all claims and/or causes of action from any signs, awnings and/or marquees posted by Tenant.

SECTION XV
Liability Insurance

Tenant agrees to procure and maintain in force during the term of this lease and any extension of this lease, at its expense, liability insurance, adequate to protect against liability for damage claims through public use of, or arising out of, accidents occurring in or around the leased premises, in a minimum amount of \$1,000,000.00 for each person injured, \$1,000,000.00 for any one accident, and \$500,000.00 for property damage. A copy of these insurance policies will be delivered to Landlord. Tenant agrees to obtain a written obligation from the insurers to notify Landlord in writing at least thirty days prior to cancellation or refusal to renew these policies. Tenant agrees that, if the insurance policies are not kept in force during the entire term of this lease and any extension of this lease, Landlord may procure the necessary insurance and pay the premium. The premium will be repaid to Landlord as an additional rent installment for the month following the date on which the premiums are paid. In applying for any such liability insurance policies, the landlord shall have the tenant named as an additional insured on the policy.

Tenant agrees to procure and maintain in force during the term of this Lease liability insurance on the contents of tenants' property and/or maintain renter's insurance, at a level adequate to protect tenant's personality and contents. The renter's insurance obtained by tenant shall be in an amount to be determined by the tenant, to protect and/or insure its contents and personality.

SECTION XVI
Assignment or Sublease

Tenant agrees not to assign or sublease the leased premises, any part of the premises, or any right or privilege connected with the premises, or to allow any other person, except tenant's agents and employees, to occupy the premises or any part of the premises, without first obtaining landlord's written consent. Landlord expressly covenants that its consent will not be unreasonable refused. Consent by landlord will not be consent to a subsequent assignment, sublease or occupation by other persons. Tenant's unauthorized assignment, sublease, or license to occupy will be void, and will terminate the lease at landlord's option. Tenant's interest in this lease is not assignable by operation of law, nor is any assignment of its interest, without landlord's written consent.

SECTION XVII
Notices

Notices given pursuant to the provisions of this lease or necessary to carry out its provisions will be in writing, delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to that person. Landlord's address for this purpose will be 2201 Bangor Avenue, Lindenwold, New Jersey or any other address as it may designate in writing to tenant. Notices to tenant may be addressed to tenant at the leased premises.

SECTION XVIII
Effect of Landlord's Waiver of Covenants

Landlord's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived.

SECTION XIX
Binding Effect on Successors and Assigns

This lease and the covenants and conditions of this lease apply to and are binding on the heirs, successors, executors, administrators, and assigns of the parties to this lease.

SECTION XX
Time of the Essence

Time is of the essence of this lease.

SECTION XXI
Effect of Eminent Domain Proceedings

Eminent domain proceedings that result in condemnation of part of the leased premises but leave the rest of the premises usable by Tenant for Tenant's purposes will not terminate this lease, unless Landlord, at its option, gives written notice of termination to Tenant. If Landlord does not terminate the lease; the partial condemnation will terminate the lease as to the condemned portion of the premises. The lease will remain in effect as to the remainder of the premises. For the unexpired lease term, Tenant's rental will be reduced in proportion to the reduction in usefulness of the premises for Tenant's purposes. Landlord will be entitled to all compensation awarded because of the condemnation. Tenant assigns and transfers to Landlord any claim he or she may have to compensation for damages as a result of condemnation.

SECTION XXII
Option to Renew

Landlord grants tenant an option to renew this lease for a period of three consecutive one year renewals, after expiration of the term of this lease. Landlord shall reserve the right to raise the rent upon renewal of this Lease. In the event Landlord and Tenant desire to renew this Lease at expiration of the Lease term, the Landlord must provide the Tenant, within sixty days of the expiration of this Lease Term, a written notification of the monthly rent charge, and provide Tenant with a copy of any new Lease. In the event Tenant does not provide written notification to Landlord of acceptance of the new lease term, at the new rental figure, within thirty days of the expiration of this lease term, this Lease will not be renewed. In the event of non-renewal, Tenant shall vacate the property on or before the last day of the lease term as set forth in this agreement. In the event of renewal, Tenant agrees to renew the Lease, and sign a new lease, under the terms as set forth in the original Lease, with the exception of a new monthly rental charge, and any other terms which the parties may negotiate in the future, including an allocation of utility charges.

SECTION XXIII
Tenant Improvements

In the event Tenant wishes to make any alterations and/or improvements to the property, Tenant must first obtain the written permission of Landlord to make any such alterations and/or improvements. Tenant agrees to have all alterations and/or improvement work performed by a licensed contractor. The Tenant shall hire the licensed contractor at Tenant's sole expense, and provide a copy of all written agreements between the Tenant and the licensed contractor to the landlord. The Tenant shall ensure that the licensed contractor maintains adequate insurance, including liability and workers' compensation insurance, before entering into any agreement with Contractor. Tenant shall ensure that the licensed contractor obtains all municipal permits and/or governmental approvals prior to commencing any work on the property. Tenant agrees to defend, indemnify, and hold landlord harmless with respect to all damages resulting from any work as set forth in this agreement, including but not limited to any property damage and/or bodily injury claims caused by tenant and/or tenant's contractor performing this work, and all claims by any government authority, including fines and penalties, incurred as a result of this work. Tenant agrees to pay all such contractors hired pursuant to the terms of this paragraph in a timely manner. Tenant agrees not to permit any construction liens to be filed against the property. In the event a construction lien is filed against the property by any contractor hired by the Tenant, Tenant shall pay the construction lien within five days of it being filed against the property. In the event the Tenant does not pay the construction lien within the time set forth herein, it will be considered a default.

SECTION XXIV
Interruption of Service

The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the Landlord's control.

SECTION XXV
Compliance with Laws

The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering this rental space and/or its contents.

SECTION XXVI
Acceptance of Rental Space

The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the Rental Space "as is".

SECTION XXVII
Quiet Enjoyment

The Landlord has the right to enter into this Lease. If the Tenant complies with this lease, the Landlord must provide the Tenant with undisturbed possession of the Rental Space.

**SECTION XXVIII
Landlord's Repairs and Maintenance**

The Landlord shall:

- (a) Maintain the public areas, roof and exterior wall in good condition.
- (b) Make all structural repairs unless these repairs are made necessary by the act or neglect of the Tenant.
- (c) Maintain and repair the wall mounted HVAC unit.
- (d) Maintain the property in good and working condition, and make any and all repairs necessary upon the property.

Landlord shall respond to Tenant's request for repairs within 7 days of Landlord's receipt of same. Tenant shall email and provide written notice to Landlord of any necessary repairs. Landlord should complete all necessary repairs within a reasonable time, not to exceed 30 days for all minor

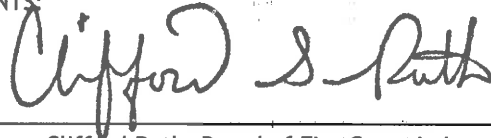
**SECTION XXIX
Survival End of Term**

If any agreement in this Lease is contrary to law, the rest of the Lease shall remain in effect. At the end of the Term, the Tenant shall (a) leave the Rental Space clean, (b) remove all of the Tenant's property, (c) remove all signs and restore that portion of the Rental Space on which they were placed, and (d) return the Rental Space to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear. If the Tenant leaves any property in the Rental Space, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property.

**SECTION XXX
Binding**

This Lease binds the landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

TENANTS:



Chairman Clifford Ruth, Board of Fire Commissioners
Lindenwold Fire District No. 1

March 18, 2019

Dated

LANDLORDS:



PRESIDENT
Lindenwold Fire Station No. 3

Dated

3/18/19



Attest: Tiffany Beach, District Clerk

CHIEFS REPORT

02/19 TO 03/18

Calls for service – 54

Mutual aid – Clementon 11, Laurel Springs 1, West Berlin 1, Pine Hill 1, Blackwood-3, Gibbsboro 1, Berlin Boro 2

Fire Police- 1

02/19 Ladder went to Blackwood for a all hands fire

02/19 Room and contents fire 17 Harwood Clementon

03/01- 3 alarm fire in Blackwood- Ladder and Engine went (Duty crew and volunteers)

03/06 All Hands Fire Pine Hill Erial Rd (Duty Crew)

03/13- Called for a Haz Mat in Lindenwold Norcross Ave- It started in Gibbsboro. Crews assisted Gibbsboro

03/15- Ladder went to Berlin for a all hands fire

03/16- Atlantic Ave Clementon- Brush Fire was pushing on a house. No extension

03/17- 527 Chestnut Ave- Homeowner had a small grilling incident with minor extension to exterior of house. FM 63 notified

Issue with Squad 63 leaking water. First Priority temporarily fixed it

Expedition is back in service and its at station 1 for the time being

2 members gear pulled for failure to complete training and failure to complete paperwork as required

Clementon is moving along with no issues. They are attending training and responding to all the calls as possible.

Meeting date for 4/2 set for the engineer Remington and Vernick

Respectfully submitted

P.K Beeler

Chief

FIRE MARSHAL'S REPORT

03/18/2019

February 19, 2019 to March 18, 2019

Inspections Completed

8

Philly Style Barber

Little Tuna

National Furniture

Family Dollar

Brailyn's Barber

Forever Young Day Care

Micciche's Floral

Lindenwold Pump House (B/C road)

Re- Inspections

13

Canals

Moose Lodge

Wawa Chews Landing Road

Harvest Book Store

Bethany Baptist Church

Lynbrook Garden Pats

Red Apple

NV Nails

Queen Nails

Boost Mobile

Tony's Pizza

Clean Machine

Lucas Laundry

Valley Discount

Lindenwold Beauty

Complaints Received 0 Imminent Hazards 0

Requested Response 1

March 17, 2019 527 Chestnut Ave for an outside fire with minor extension into the dwelling.

Civilian Burn Reports 0

Permits 0

Penalties 0