

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

**Meeting Date:** March 16, 2020  
**Meeting Place:** Fire Administration Building  
**Meeting Called To Order:** 7:30pm  
**Members of Board Present:** **Chairman** – Clifford Ruth  
**Vice Chairman** – Richard Paul  
**Treasurer** – Wayne Hans  
**Secretary** – Frank Weindel  
**Commissioner** – Tamara DeLucca  
**District Clerk** – Tiffany Beach  
**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**

All present.

**Minutes of the Previous Meeting – Comm. Ruth**

Motion made by Comm. Paul seconded by Comm. Hans to approve the reorganization meeting on March 3, 2020 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. Weindel to approve the February 17, 2020 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:** We have some incoming and outgoing correspondence in regards to the audit. That was completed, we haven't received results yet. That could be around June.

**Treasurer's Report – Comm. Hans**

As of March 16, 2020

TD Bank General Checking	47,263.92
TD Bank Money Market Account	882,060.04
TD Bank Money Market Capital	2,560.75
TD Bank Payroll Checking	13,474.67
TD Bank LEA Dedicated Penalty	5,576.36
TD Bank LEA Trust Penalty	16,064.16
Petty Cash	200.00
Total Current Assets	967,199.90

Motion made by Comm. Paul seconded by Comm. Weindel to accept the Treasurer's Report as read. Any questions? (hearing none) Roll call vote, ayes have it.

**Payment of Bills – Comm. Hans**

**Comm. Hans:** In front of you, you have a list of 54 bills totaling \$64,419.21

Motion made by Comm. Paul seconded by Comm. Weindel to approve the payment of bills. Any questions? (hearing none) Roll call vote, ayes have it.

**COMMITTEE REPORTS**

**Administration / Personnel – Comm. Ruth**

**Comm. Ruth:** I did attend the NJ Fire Districts Association meeting this past Saturday. We should consider ourselves lucky that we only have one district. Piscataway has several and ballots for one district were mailed to the wrong districts and they had a

**Administration / Personnel – cont'd.**

Commissioner that was beat by 5 votes. They also had multiple districts where there budgets were defeated. In the next few months we should start thinking about moving to November. If we do that it will do away with our budget being voted on as long as we don't go over the 2% cap.

**Office of Fire Prevention – Comm. Ruth**

**Comm. Ruth:** The Fire Official's report for February 18 - March 16<sup>th</sup> 2020 was read aloud, a copy is attached to the minutes. Yours in Fire Safety, Acting Fire Official Timothy.

**Apparatus – Comm. Ruth**

**Comm. Ruth:** I have been advised that the brow light is out on the Squad. That will be getting fixed. There is a trickle charge that is being ordered for the Support 63, with the batteries draining down. I believe the Engine had the pump backing replaced. I am waiting to see when the Squrt is going to KME to get the siren and hydraulic leak taken care of.

**Duty Crew – Comm. Ruth**

No report.

**Budget – Comm. Ruth**

**Comm. Ruth:** I spoke to Mike Holt from Holt, McNally and Associates, we did receive a letter to remove us from our contract with Holman, Frenia, and Associates from 2019. I have our contract for 2019 and 2020 along with the Resolutions that will follow.

**Fire Department Equipment – Comm. Paul**

**Comm. Paul:** I know there were a few fans that were sent out to get repaired. I would like to know when they do go out and not by an email from the engineer.

**Turn-Out Gear – Comm. Paul**

**Comm. Paul:** I just got off the phone with the rep from Mid- Atlantic, we were approved for the trial sets but right now they are on a hold with the Coronavirus. I am going to work with him via cell phone and spec out the new gear. Once he is ready we will get the 2 firefighters over to get fitted.

**Recruitment / Membership – Comm. Paul**

**Comm. Paul:** I know there is two applications that have come back. I am going to get with the Chief and Deputy Chief and maybe put them on hold until all this blows over.

**Fitness Center – Comm. Paul**

**Comm. Paul:** The fitness center is closed until further notice. There is a sign and the fobs were deactivated. I am also going to reach out to a cleaning company and if I can't find anyone I will get a few people and we will get a good deep clean done.

**S.O.G.'s – Comm. Paul**

No report.

**Future Projects- Comm. Paul**

No report.

**Communications – Comm. DeLucca**

No report.

**Computers/ Social Media – Comm. DeLucca**

**Comm. DeLucca:** I met with Justin 2 weeks ago; he brought me up to speed with the computers and what not. He was ordering the backup software and he needed approval. The software is going to be transferring the email over. We also will be working on the website so if there is anything you want added let me know.

**Assist Personnel – Comm. DeLucca**

No report.

**Building Maintenance / Grounds – Comm. Hans**

**Comm. Hans:** Station 3 the mulch bed and parking lot was cleaned up, I had the bumpers repainted. I still have to take care of the wall in the office. That should be taken care of in the next week or two.

**Health & Safety – Comm. Hans**

**Comm. Hans:** I do have supplies for station 2 and 3 to update. I have to get that taken care of. One physical was done with Virtua.

**Fixed Assets – Comm. Hans**

No report.

**Hydrants / Water – Comm. Hans**

**Comm. Hans:** Park and Monroe off Chews Landing Road should be getting started on soon. All the piping was dropped off. I believe two hydrants are going over there.

**Training Division – Comm. Weindel**

**Comm. Weindel:** I would like to get with the chiefs to get some insight since I am new at this.

**Insurance – Comm. Weindel**

**Comm. Weindel:** The check should have been received for Pop DeLucca. I will check to see if it was received.

**Incentive Program – Comm. Weindel**

No report.

**Uniforms – Comm. Weindel**

**Comm. Weindel:** All field jackets are out. I just ordered job shirts; they should be in about a week. No one is to order any Lindenwold hats or jackets without approval from the Chief or myself.

**Fuel – Comm. Weindel**

**Comm. Weindel:** I had Rich Luebbberman added to the list so he is able to get fuel.

**Chief's Report – Chief Beeler**

**Chief Beeler:** The report was read aloud by Chief Beeler, a copy is attached to the minutes.

**Dep. Chief Polifrone:** I listened in on the Covid-19 submit that was webinar quite frankly time could have been better spent. When the dust settles on this. I think we should consider stock piling for the future in case this does happen again.

**Chief Beeler:** We are going to try to limit our exposure. I haven't heard of any confirmed cases in Lindenwold just yet. But we are going to try to keep everyone away from each other.

**President's Report – Comm. Ruth**

Not present.

**Borough of Lindenwold – Councilman DiDominico**

Not present.

**Solicitor – D. Capozzi**

No report.

**Resolutions – Comm. Ruth**

**Comm. Ruth:** We have several Resolutions tonight.

**Resolution 2020-02c** Board of Fire Commissioners Fire District No. 1 to authorize appointment for the auditor Holt, McNally, and associates for 2020-2021.

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

**Resolution 2020-10** Board of Fire Commissioners Fire District No. 1 to authorize appointment for the auditor Holt, McNally, and associates for 2019-2020.

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

**Resolution 2020-15** Authorizing a Fire Suppression Contract with Lindenwold Fire Co. No. 1, copy in file.

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

**Resolutions – cont'd**

**Resolution 2020-16** 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 2020-17** 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 2020-18** 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 2020-19** 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)

**Public Portion – Comm. Ruth**

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

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

**Open to Commissioners – Comm. Ruth**

**Comm. Hans:** As of today, the Borough of Lindenwold is closed until March 30<sup>th</sup>, a few of my guys will be in off and on. We are only doing inspections on vacant properties. I am still going to be available if you need me.

**Closed Session – Comm. Ruth**

n/a

**Adjourn - Comm. Ruth**

Motion made by Comm. Hans, seconded by Comm. Paul to adjourn the meeting at 8:08 pm.  
All in favor, ayes have it.

Lindenwold Fire District No.1  
Treasurer's Report  
As of March 16, 2020

	<u>Mar 16, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>1000 · CASH</b>	
1010 · TD Bank General Checking	47,263.92
1011 · TD Bank Money Market Acco...	882,060.04
1013 · TD Bank Money Market Capital	2,560.75
1020 · TD Bank Payroll Checking	13,474.67
1030 · TD Bank LEA Dedicated Pen...	5,576.36
1040 · TD Bank LEA Trust Penalty	16,064.16
1090 · Petty Cash	200.00
	<hr/>
<b>Total 1000 · CASH</b>	967,199.90
	<hr/>
<b>Total Checking/Savings</b>	967,199.90
	<hr/>
<b>Total Current Assets</b>	967,199.90
	<hr/>
<b>TOTAL ASSETS</b>	<b>967,199.90</b>
	<hr/> <hr/>
<b>LIABILITIES &amp; EQUITY</b>	0.00

# CHIEFS REPORT

02/17/20- 03/16/20

Calls for service – 46

Laurel Springs-1, Clementon-7, Voorhees-4, Pine Hill- 2, West Berlin- 2, Gibbsboro-1

There were no calls of significance during this time period.

02/17 – Officer Meeting held. All in attendance

02/22 – Crews went to assist resident at 608 Scott Ave replacing smoke detector

The Red Cross had a meeting with us regarding an event installing smoke detectors in neighborhoods. We set up a date and target area and the Red Cross has cancelled, primarily due to Covid19 concerns.

Justin Busch has resigned as Lieutenant.

Deputy Chief Polifrone and Captain Dimitri interviewed a candidate for membership on 3/10

We are set to interview another on 3/16

We are actively monitoring the Covid19 virus pandemic. Chief Polifrone participated in a webinar as well as getting information from county resources. At this time we are continuing to keep our people alert and oriented to this and will apprise them all as changes are made. We have been in contact with EMS and altered our responses internally to lessen the exposure of our members.

Training:

2/18 CPR Recert at B2

2/22 CEVO at B2

3/10 Reading Smoke at B2

March Schedule is set and we will be discussing April schedule and will publish it soon.

Respectfully submitted

Philip Beeler, Chief.

# FIRE MARSHAL'S REPORT

03/16/2020

February 18, 2020 to March 16, 2020

## Inspections Completed

Bible Baptist Church

Authentic Smiles

Hair by Rosane

Stonington Court Apts

Clean Energy Natural Gas

Lindenwold Court Room

Lindenwold Police Station

Advance Scale

Valley Discount

NV Nails and Spa

Phaze II Barber Shop

Pat's Pizza

Nvyve Wear

A & E Construction

Lower Camden County Dog Training

777 Blackwood Clementon Rd

Paul Burkhardt Cabinets

Micciches Florist

Soar Learning Center

Lindenwold Gas Pumps

Lindenwold Town Hall

Emerson Ave Strip Stores 782-798 Common Areas

Laurel Self Storage

Chan's Garden Chinese

Tony's Pizza

Timber Creek Condos

Center Stage Entertainment

27

## Re- Inspections

Lucaston Church

Bethany Baptist Church

Hillcrest Oaks

Napoleon Cremepuffery

National Furniture

Save a Lot

ARC of Camden County at Laurel Creek (3)

Harvest Hall at Bethany Baptist Church

Jack's Donuts

Danks Hinski

Lindenwold Beauty

Family Dollar

15

## Complaints Received 1 Imminent Hazards 0

2512 Egg Harbor Rd for a Carbon Monoxide Alarm activation 2<sup>nd</sup> time having issues with Auto shop.

## Requested Response 0

**RESOLUTION  
2020 – 2c**

**FIRE DISTRICT No. 1  
BOROUGH OF LINDENWOLD**

**Authorizing Appointment of Auditor for the 2020-2021 Fiscal Year**

**WHEREAS**, There is a need for Auditing Services; and  
**WHEREAS**, Funds are available for such services; and  
**WHEREAS**, The Local Public Contract Law NJSA 40A11-1 et seq.  
requires that a resolution authorizing the award of contracts for professional services,  
licensed and regulated by law without competitive bids be adopted and publicly advertised.

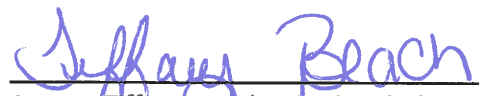
**NOW THEREFORE**, Be it resolved by the Board of Fire Commissioners as follows:

1. That Holt, McNally and associates
2. be and is hereby appointed Auditor for Lindenwold Fire District No.1 for the 2019-2020 fiscal year to perform professional services required by the Board, and to receive base compensation of \$6,500.
2. This contract is awarded without competitive bids as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive bids.

**BE IT FURTHER RESOLVED**, That this resolution shall be published as required by law.

**Dated:** March 16, 2020

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Attest: Tiffany Beach, District Clerk



**RESOLUTION  
2020 – 10**

**FIRE DISTRICT No. 1  
BOROUGH OF LINDENWOLD**

**Authorizing Appointment of Auditor for the 2019-2020 Fiscal Year**

**WHEREAS**, There is a need for Auditing Services; and  
**WHEREAS**, Funds are available for such services; and  
**WHEREAS**, The Local Public Contract Law NJSA 40A11-1 et seq.  
requires that a resolution authorizing the award of contracts for professional services,  
licensed and regulated by law without competitive bids be adopted and publicly advertised.

**NOW THEREFORE**, Be it resolved by the Board of Fire Commissioners as follows:

1. That Holt, McNally and associates
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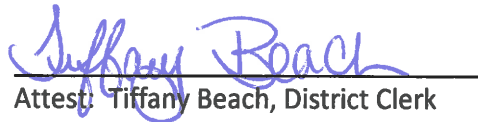
2. This contract is awarded without competitive bids as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive bids.

**BE IT FURTHER RESOLVED**, That this resolution shall be published as required by law.

**Dated:** March 16, 2020



Chairman of the Board



Attest: Tiffany Beach, District Clerk

**RESOLUTION 2020 - 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: 1<sup>st</sup> qtr. \$14,750, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> 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, 2020 thru March 31, 2021; and

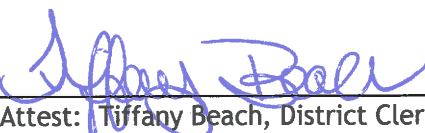
**BE IT FURTHER RESOLVED** that the Chairman of the Board of Lindenwold Fire District No. 1 be authorized to execute any necessary agreements on behalf of the Lindenwold Board of Fire Commissioners.

March 16, 2020  
Dated

3/18/2020  
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 2020 - 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, 2020

**TERM:** One (1) year lease commencing on April 1, 2020, and ending on March 31, 2021

**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:

- 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.
- 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.
- 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.
- 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.
- 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.
- Real Estate Taxes.** The Landlord shall pay the Real Estate Taxes on the Building.
- 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".
- 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 16, 2020

Dated

3/18/2020

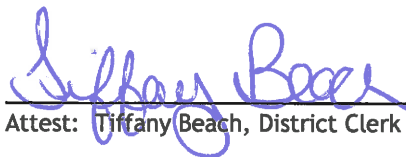
Dated



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



President Craig Weiler  
Lindenwold Fire Company No. 1



Attest: Tiffany Beach, District Clerk

# COURIER-POST

PO Box 677304  
Dallas, TX 75267-7304

**Agency:**

LINDENWOLD FIRE DIST  
2201 BANGOR AVE  
LINDENWOLD, NJ, 08021

**Client:**

LINDENWOLD FIRE DIST  
2201 BANGOR AVE,  
LINDENWOLD, NJ 08021

**Acct:** CHL-076205

Acct No: CHL-076205  
**This is not an invoice**

Order #	Advertisement/Description	# Col x # Lines	Rate Per Line	Cost
0004185987	tbeach5 THISPUBLICNOTICETHATTHELINDENWOLDFIREDISTRICTNO ARDOFFIRECOMMISSIONERSMEETINGSCHEDULEDONMONI MAY182020AT730PMWILLNOWBEHELDDVIAT	2 col x 18 lines		\$15.84
		Affidavit of Publication Charge	1	\$30.00
		Tearsheet Charge	0	\$0.00
		Net Total Due:		<b>\$45.84</b>

Run Dates: 05/12/2020

Check #: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATION BY RECEIVING AGENCY  
I, HAVING KNOWLEDGE OF THE FACTS, CERTIFY AND DECLARE THAT THE  
GOODS HAVE BEEN RECEIVED OR THE SERVICES RENDERED AND ARE IN  
COMPLIANCE WITH THE SPECIFICATIONS OR OTHER REQUIREMENTS, AND SAID  
CERTIFICATION IS BASED ON SIGNED DELIVERY SLIPS OR OTHER REASONABLE  
PROCEDURES OR VERIFIABLE INFORMATION.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CERTIFICATION BY APPROVAL OFFICIAL  
I CERTIFY AND DECLARE THAT THIS BILL OR INVOICE IS CORRECT, AND THAT  
SUFFICIENT FUNDS ARE AVAILABLE TO SATISFY THIS CLAIM. THE PAYMENT  
SHALL BE CHARGEABLE TO:

APPROPRIATION ACCOUNT(S) AND AMOUNTS CHARGED: P.O. #

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CLAIMANT'S CERTIFICATION AND DECLARATION:

I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THIS BILL OR INVOICE IS CORRECT IN ALL ITS PARTICULARS; THAT THE  
GOODS HAVE BEEN FURNISHED OR SERVICES HAVE BEEN RENDERED AS STATED HEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR  
PERSONS WITHIN THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT HEREIN STATED IS JUSTLY DUE AND OWING;  
AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.

Date: 05/12/2020

Federal ID #: 061032273

Signature: \_\_\_\_\_

Official Position: Clerk

Kindly return a copy of this bill with your payment so that we can assure you proper credit.

**AFFIDAVIT OF PUBLICATION**

**Publisher's Fee \$15.84    Affidavit \$30.00**

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**STATE OF NEW JERSEY**

**Camden County**

Personally appeared J. Hennessey

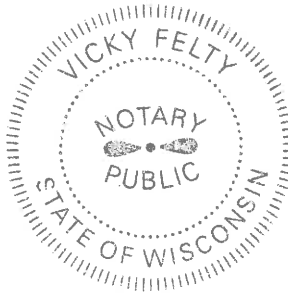
Of the **Courier Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

05/12/2020    A.D 2020

*Vicky Felty*  
9/19/11

Notary Public State of Wisconsin County of Brown

My commission expires



**Ad Number: 0004185987**

This public notice that the Lindenwold Fire District No.1 Board of Fire Commissioners meeting scheduled on Monday, May 18, 2020 at 7:30pm will now be held via telephone conference.

The public is hereby notified that they can access this meeting by:  
Dial-in number (US): (701) 802-5481

Access code: 229645#

International dial-in numbers: <https://fccdi.in/i/tbeach5>

Online meeting ID: tbeach5

Join the online meeting:

<https://join.freeconferencecall.com/tbeach5>

Anyone from the public wishing to speak will be permitted during public participation. At this time we would also like to advise that only important matters will be discussed during the meeting. No closed session will be held.

Tiffany Beach, District Clerk

Lindenwold Fire District No. 1

May 8, 2020

(\$15.84)