

**Board of Fire Commissioners
LINDENWOLD FIRE DISTRICT No.1
Re-Organization Meeting Minutes**

Meeting Date: May 4, 2021
Meeting Place: Fire Administration Building
Meeting Called To Order: 7:30 pm
Members of Board Present: **Chairman** – Clifford Ruth
Vice Chairman – Richard Paul
Secretary – Frank Weindel
Treasurer – Wayne Hans- excused
Commissioner – Tammy DeLuca-excused
District Clerk – Tiffany Beach
Solicitor – David A. Capozzi

Salute the Flag

Sunshine Law – Comm. Ruth: In accordance with the NJ Sunshine Law, this meeting has been properly advertised & is open to the public. A public portion will follow the re-organization of the Board.

Roll Call Commissioners – Comms. Paul, Weindel, Ruth present. Commissioner DeLuca & Hans are excused.

Comm. Ruth: At this time, Dave will swear in myself as Commissioner.

Solicitor Capozzi swore-in Clifford Ruth to the Office of Fire Commissioners.
Congratulations (applause).

Comm. Ruth: At this time, we'll move on to the nomination of Executive positions:

Chairman Clifford Ruth, nominated by Comm. Paul, seconded by Comm. Weindel.
Any questions? (hearing none) Roll call vote, all yes, Comm. Ruth abstained.

Vice Chairman Richard Paul nominated by Comm. Weindel, seconded by Comm. Ruth.
Any questions? (hearing none) Roll call vote, all yes, Comm. Paul abstained.

Secretary Frank Weindel nominated by Comm. Paul, seconded by Comm. Ruth.
Any questions? (hearing none) Roll call vote, all yes, Comm. Weindel abstained.

Treasurer Wayne Hans nominated by Comm. Paul seconded by Comm. Ruth.
Any questions? (hearing none) Roll call vote, all yes.

Comm. Ruth: At this time, we'll move on to Committees for the year 2021.

C. Ruth Administration/Personnel, Office of Fire Prevention, Apparatus, Budget
R. Paul Fire Equipment, Turn-Out Gear, Gym, Recruitment/Membership, S.O.G.'s, Future Projects
W. Hans Building Maintenance/Grounds, Fixed Assets, Health & Safety, Hydrants & Water
F. Weindel Insurance, Incentive Program, Fuel, Uniforms & Training Division
T. DeLuca Communications, Computers, Assist Personnel

Motion made by Comm. Paul, seconded by Comm. Weindel to accept the committees for 2021.
Any questions on the motion or committees? (hearing none) Roll call vote, all yes.

- Resolutions- 2021-7 Authorize Appointment for Professional Services for the 2021-2022 Fiscal Year**
- a) **Attorney** David A. Capozzi, Esquire
 - b) **Accountant** Koerner & Koerner, P.A.
 - c) **Auditor** Holt, McNally, and Associates
 - d) **Computer Services** Donald Miller
 - e) **Preventive Medical** Virtua at Work and/or Interstate Mobile
 - f) **Security Screening** IntelliCorp

Motion made by Comm. Paul, seconded by Comm. Weindel to accept the Professional Services.
Any questions? (hearing none) Roll call vote, all yes.

Resolution 2021 – 8 Monthly Board Meeting Dates and Times

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

Resolution 2021– 9 Designating Newspaper for Publication - Courier Post

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

Resolution 2021 – 10 Authorizing Bank of Record – TD Bank

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

Resolution 2021 – 11 Adopting a Cash Management Plan

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

Resolution 2021 – 12 Establishing the Paid Positions and Duties

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

Resolution 2021 – 13 Disposal of Gear, Fire Dept. Equipment & Sale of Other Assets

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

Resolution 2021 – 14 Appointment of the Fire Department Officers and the Chain of Command

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

Resolution 2021-15 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.

Resolution 2021-16 Business Office Lease for Lindenwold Fire Co. No. 1, copy in file.

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

Resolution 2021-17 Authorizing a Fire Suppression Contract with Lindenwold Fire Co. No. 2, copy in file.
Motion made by Comm. Paul, seconded by Comm. Weindel as read. Any questions? (hearing none)
Roll call vote, all yes.

Resolution 2021-18 Business Office Lease for Lindenwold Fire Co. No. 2, copy in file.
Motion made by Comm. Paul, seconded by Comm. Weindel as read. Any questions? (hearing none) Roll call
vote, all yes.

Resolution 2021-19 District Lease with Station 3 for this building, copy in file.
Motion made by Comm. Paul, seconded by Comm. Weindel as read. Any questions? (hearing none) Roll call
vote, all yes.

Public Portion – Comm. Ruth

Motion made by Comm. Paul, seconded by Comm. Weindel 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.

Adjourn – Comm. Ruth

Motion made by Comm. Paul, seconded by Comm. Weindel to adjourn the meeting at 7:39pm.
All those in favor? Ayes have it.

RESOLUTION

2021 – 07

FIRE DISTRICT No. 1 BOROUGH OF LINDENWOLD

Authorizing Appointment of Professional Services for the 2021-2022 Fiscal Year (Attorney, Accountant, Auditor, Computer Services, Preventive Medical & Security Screening)

WHEREAS, There exists a continuing need for professional services to be provided to Fire District No.1 in the Borough of Lindenwold, County of Camden, concerning various responsibilities undertaken by the Fire District, and

WHEREAS, Funds are available for these services, and

WHEREAS, The subject resolution providing for the awarding of a contract without public advertising for competitive where the nature of said contract is in the form of a professional service, and

NOW THEREFORE, Be it resolved by the Commissioners as follows:

- a) **Attorney:** David A Capozzi, Esquire is hereby appointed to provide legal services.
- b) **Accountant:** Koerner & Koerner, P.A. is hereby appointed to provide accounting services.
- c) **Auditor:** Holt, McNally and Associates, P.C. is hereby appointed to provide auditing services.
- d) **Computer Services:** Donald Miller is hereby appointed to provide computer technical services.
- e) **Preventive Medical:** Virtua at Work and Interstate Mobile are hereby appointed to provide preventive medical services.
- f) **Security Screening:** IntelliCorp is hereby appointed to provide security screenings.

These professional services are relative to any and all issues presented to the Fire District pursuant to any of its obligations or responsibilities for the 2021-2022 fiscal year.

Dated: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

**RESOLUTION
2021-07a**

**BOROUGH OF LINDENWOLD
FIRE DISTRICT No. 1
Designating Legal Services Attorney**

WHEREAS, There is a need for Legal Services; and
WHEREAS, Funds are available for such services; and
WHEREAS, The Local Publics Contracts Law NJSA 40A:11-1 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. David A. Capozzi, Esq., of 601 White Horse Pike, Haddon Heights, New Jersey is hereby appointed Attorney for Lindenwold Fire District No.1 for the fiscal year 2021-2022 to perform the professional services required by the Board and to receive base compensation of \$6,000 per year.

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: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

**RESOLUTION
2021 – 07b**

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

Authorizing Appointment of Accounting Services for the 2021-2022 Fiscal Year

WHEREAS, There is a need for Accounting 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. Koerner & Koerner, P.A. be and is hereby appointed Accountants for Lindenwold Fire District No.1 for the 2021-2022 fiscal year to perform professional services required by the Board, and to receive compensation at the rate of \$65-\$175 per hour.

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: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

**RESOLUTION
2021 – 07c**

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

Authorizing Appointment of Auditor for the 2021-2022 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 2021-2022 fiscal year to perform professional services required by the Board, and to receive base compensation of \$6,500.

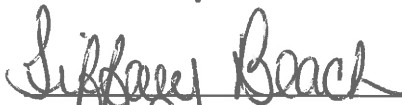
2. This contract is awarded without competitive bids as a "Professional Service" under the provisions of the Local Public Contracts Law because the aforesaid agreement encompasses professional services recognized, licensed and regulated by law, and is of a nature where it is not possible to obtain competitive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

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

Dated: May 4, 2021



Chairman of the Board



Attest Tiffany Beach, District Clerk

**RESOLUTION
2021 – 07d**

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

Designating Computer Technical Services for the 2021-2022 Fiscal Year

WHEREAS, There is a need for Computer Technical Services; and

WHEREAS, Funds are available for such services; and

WHEREAS, The Local Publics Contracts Law NJSA 40A:11-1 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. Donald Miller of 12 N. Franklin Ave., Berlin, New Jersey is hereby appointed to perform Computer Technical Services for Lindenwold Fire District No.1 for the **2021-2022** fiscal year and to perform the professional services required by the Board and to receive base compensation of \$15,000 per year.

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: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

**RESOLUTION
2021 – 07e**

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

Designating Preventive Medical Services for the 2021-2022 Fiscal Year

WHEREAS, There is a need for Preventive Medical Services; and

WHEREAS, Funds are available for such services; and

WHEREAS, The Local Public Contracts Law NJSA 40A:11-1 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 Virtua at Work, 315 Rte. 70 East, Cherry Hill, NJ 08034, and Interstate Mobile Care, PO Box 64, Sewell, NJ 08080 are hereby appointed for Preventive Medical Services for Lindenwold Fire District No.1 for the fiscal year **2021-2022** to perform the professional services required by the Board, and to receive such compensation as may be reasonable for such services.
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: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

**RESOLUTION
2021 – 07f**

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

Designating Security Screening Services for the 2021-2022 Fiscal Year

WHEREAS, There is a need for Security Screening Services; and

WHEREAS, Funds are available for such services; and

WHEREAS, The Local Public Contracts Law NJSA 40A:11-1 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) IntelliCorp, PO Box 27903, New York, NY 10087 is hereby appointed for Security Screening Services for Lindenwold Fire District No.1 for the fiscal year **2021-2022** to perform the professional services required by the Board, and to receive such compensation as may be reasonable for such services.


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, This resolution shall be published as required by law.

Dated: May 4, 2021



Chairman of the Board



Attest Tiffany Beach, District Clerk

RESOLUTION

2021- 08

FIRE DISTRICT No. 1 BOROUGH OF LINDENWOLD

Meeting Dates and Times for the 2021-2022 Fiscal Year

NOTICE IS HEREBY GIVEN of the schedule of meeting dates and times for the Board of Fire Commissioners, District No.1, Borough of Lindenwold, County of Camden, New Jersey for the **2021-2022** fiscal year, as set by the Board at the re-organization meeting held on May 4, 2021 and we reserve the right to take formal votes at all workshop meetings. The meetings will take place at the Fire Administration Building located at 2201 Bangor Ave., Lindenwold, NJ.

Board Meetings 7:30pm

May 17, 2021
June 21, 2021
July 19, 2021
August 16, 2021
September 20, 2021
October 18, 2021
November 15, 2021
December 27, 2021 & Year-End
January 17, 2022
February 21, 2022
March 1, 2022 Re-Organization

Workshop Meetings 7:30pm

September 13, 2021
October 4, 2021
November 2, 2021
December 6, 2021

Dated: May 4, 2021



Chairman of the Board

Attest: Tiffany Beach, District Clerk

RESOLUTION

2021 – 09

FIRE DISTRICT No. 1 BOROUGH OF LINDENWOLD

Designating Newspaper for Publications for the 2021-2022 Fiscal Year

WHEREAS, the Commissioners of Fire District No. 1, Borough of Lindenwold, County of Camden, must by statutory law, publish various items in order to comply with said requirements of statutory law; and

WHEREAS, the Commissioners are desirous of designating various newspapers as official newspapers in which the Commissioners may publish various items during the **2021-2022** fiscal year;

NOW THEREFORE BE IT RESOLVED, that the Commissioners of Fire District No. 1, designate the Courier Post to publish required notices or other items during the **2021-2022** fiscal year pursuant to New Jersey statutes, unless said New Jersey statutory law otherwise mandates that a newspaper other than those referenced herein be used for said publications.

Dated: May 4, 2021



Chairman of the Board



Attest: Tiffani Beach, District Clerk

RESOLUTION

2021 – 10

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

Authorizing Bank of Record for the 2021-2022 Fiscal Year

WHEREAS, There exists a need for services of a bank for deposit of funds for Fire District No. 1, Borough of Lindenwold, County of Camden,

NOW THEREFORE, Be it resolved by the Board of Fire Commissioners that TD Bank is hereby named to provide the banking services for Lindenwold Fire District No. 1 for the **2021-2022** fiscal year.

Dated: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

RESOLUTION

2021 – 11

FIRE DISTRICT No. 1 BOROUGH OF LINDENWOLD

Adopting a Cash Management Plan for the 2021-2022 Fiscal Year

WHEREAS, Pursuant to N.J.S.A. 40A:5-14, the Fire District is required to adopt a Cash Management Plan for the Fire District, and;

WHEREAS, The Board has received and approved a Cash Management Plan and desires that said plan be approved by adoption of a Resolution.

NOW THEREFORE, It is herein resolved by the Board of Fire Commissioners that the current plan be and is hereby adopted as the Cash Management Plan for the Fire District.

BE IT FURTHER RESOLVED, That said plan shall remain as the Cash Management Plan for the Fire District unless a written resolution amending the plan is adopted by the Board pursuant to the laws of the State of New Jersey.

Dated: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

RESOLUTION

2021 – 12

FIRE DISTRICT No.1 BOROUGH OF LINDENWOLD

Establishing Paid Positions & Duties for the 2021-2022 Year

WHEREAS, N.J.S.A. 40A:14-81.1 provides that the Commissioners of Lindenwold Fire District No. 1, County of Camden, New Jersey by resolution shall establish paid positions within the department.

THEREFORE, Be it resolved that the Lindenwold Board of Fire Commissioners adopts the following paid positions, along with the said duties and salaries:

Elected Positions:

Commissioner/Clifford S. Ruth	\$4,000 annual
Commissioner/Tamara DeLucca	4,000 annual
Commissioner/ Wayne Hans	4,000 annual
Commissioner/Richard J. Paul, Jr.	4,000 annual
Commissioner/Frank Weindel	4,000 annual

Paid Positions:

Acting Fire Official Timothy Shannon
Fire Prevention Specialist Michael Brezee
Fire Prevention Specialist Stephen Robinson
District Clerk Tiffany Beach

Professional Services:

Computer Services – Donald Miller	15,000 annual
Auditor – Holt, McNally, and Associates	6,500 annual
Attorney – David Capozzi, Esq.	6,000 annual
Accountant – Koerner & Koerner, P.A.	65-175 hourly

BE IT FURTHER RESOLVED, That the Lindenwold Board of Fire Commissioners hereby states that is has complied with N.J.S.A. 40A:14-81.1 and does hereby submit a certified copy of this resolution.

Dated: May 4, 2021



Chairman of the Board



Attest, Tiffany Beach, District Clerk

RESOLUTION

2021 – 13

FIRE DISTRICT No. 1 BOROUGH OF LINDENWOLD

Permitting the Disposal of Turn-Out Gear, Fire Department Equipment and Other Assets by Donation or Sale for the 2021-2022 Fiscal Year

WHEREAS, the Lindenwold Fire District No.1 and Lindenwold Board of Fire Commissioners of the Borough of Lindenwold are empowered pursuant to NJSA 40A:14-81 to purchase, operate, maintain and dispose of turn-out gear, fire department equipment and/or other assets; and

WHEREAS, the Lindenwold Fire District No.1, and the Lindenwold Board of Fire Commissioners having inspected and itemized various pieces of turn-out gear, fire department equipment and other assets, and having determined all of which are no longer needed, have diminished value or serve any useful function; and


WHEREAS, the Lindenwold Fire District No.1 and the Lindenwold Board of Fire Commissioners believe to be in the best interest of the fire district to either donate or sell this turn-out gear, fire department equipment or other assets; and

NOW, THEREFORE, be it resolved by the Lindenwold Board of Fire Commissioners of the Borough of Lindenwold, County of Camden and State of New Jersey that the aforementioned items of turn-out gear, fire department equipment and other assets be either donated or sold to any willing third parties. Such sales or donations shall be made to third party recipients on an "as-is" basis, and the Fire District shall not provide any warranties and/or representations whatsoever as concerns the various items.

Dated: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

RESOLUTION

2021 – 14

FIRE DISTRICT No. 1 BOROUGH OF LINDENWOLD

Appointment of Fire Department Officers for the 2021-2022 Fiscal Year

WHEREAS, the Lindenwold Fire Department in cooperation with the Board of Fire Commissioners for District No.1 of the Borough of Lindenwold jointly developed and recommends the adoption of a new Fire Command Structure for the Borough of Lindenwold; and

WHEREAS, the appointment of the volunteer positions shall be from the membership of the Lindenwold Fire Department; and

WHEREAS, the Lindenwold Fire Department in cooperation with the Board of Fire Commissioners for District No.1 of the Borough of Lindenwold jointly agree and acknowledge that the Board of Fire Commissioners for District No.1 of the Borough of Lindenwold shall make the appointment of these positions for the year **2021-2022** fiscal year.

NOW, THEREFORE, be it resolved by the Lindenwold Board of Fire Commissioners of the Borough of Lindenwold, County of Camden, State of New Jersey, hereby appoints the following individuals to serve as volunteers in the following capacity for Fire District No.1;

Philip Beeler, Jr.	Fire Chief
Keith Polifrone	Deputy Fire Chief
Steven Burns	Captain
Giovani Maldonado	Captain
Robert Goody	Lieutenant
Albert Miller	Lieutenant
Robert DeLucca	Safety Officer
Richard Luebberman	Safety Officer
Raymond McManus	Safety Officer

Dated: May 4, 2021



Chairman of the Board



Attest: Tiffany Beach, District Clerk

RESOLUTION 2021 - 15

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 May 4, 2021 thru March 31, 2022; 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.

May 4, 2021

Dated

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 2021 - 16

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: May 4, 2021

TERM: One (1) year lease commencing on May 4, 2021, and ending on March 31, 2022

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 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.

May 4, 2021

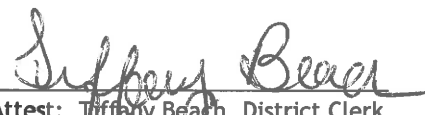
Dated

5/4/21

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 2021 - 17

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;

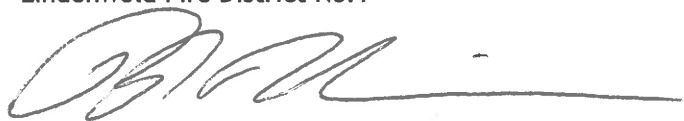
THEREFORE BE IT RESOLVED the Lindenwold Board of Fire Commissioners hereby approves a Fire Suppression Agreement by and between the Lindenwold Board of Fire Commissioners and Lindenwold Fire Company No.2 by which the Lindenwold Fire Company No.2 will provide fire suppression services pursuant to the terms and conditions set forth above and outlined in the Fire Suppression Agreement from May 4, 2021 thru March 31, 2022; 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.

May 4, 2021
Dated

5-4-21
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 2021 - 18
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: May 4, 2021

TERM: One (1) year lease commencing on May 4, 2021, and ending on March 31, 2022

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 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 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.

May 4, 2021
Dated

5-4-21
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 2021 - 19

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 May 4, 2021 and ending March 31, 2022.

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:

May 4, 2021
Dated



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

LANDLORDS:

Dated

Lindenwold Fire Station No.3



Attest Tiffany Beach, District Clerk