

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

Meeting Date: March 20, 2023
Meeting Place: Fire Administration Building
Meeting Called To Order: 7:30pm
Members of Board Present: **Chairman** – Richard J. Paul Jr.
Vice Chairwoman – Tammy DeLuca
Secretary – Frank Weindel
Treasurer – Wayne Hans
Commissioner – Richard E. Roach III
District Clerk – Tiffany Beach
Solicitor – David A. Capozzi

Salute the Flag

Sunshine Law – Comm. Paul

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. Paul

All present.

Minutes of the Previous Meeting – Comm. Paul

Motion made by Comm. Weindel seconded by Comm. DeLuca to approve the Board meeting on February 20, 2023 minutes as they are available to the public upon request. Any questions? (hearing none) All in favor, ayes have it.

Correspondence – Cl. Beach

N/A

Treasurer’s Report – Comm. Hans

As of March 20, 2023

| | |
|-------------------------------|--------------|
| TD Bank General Checking | 373,514.35 |
| TD Bank Money Market Account | 2,823,229.66 |
| TD Bank Money Market Capital | 2,568.26 |
| TD Bank Payroll Checking | 21,724.96 |
| TD Bank LEA Dedicated Penalty | 5,577.36 |
| TD Bank LEA Trust Penalty | 16,080.87 |
| Petty Cash | 200.00 |
| Total Current Assets | 3,242,895.46 |

Motion made by Comm. Weindel seconded by Comm. DeLuca. 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 57 bills totaling \$39,465.85

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

COMMITTEE REPORTS

Administration / Personnel – Comm. DeLuca

No report.

Office of Fire Prevention – Comm. DeLuca

Comm. DeLuca: The Fire Official’s report for February 21st - March 20, 2023 was read aloud, a copy is attached to the minutes. Yours in Fire Safety, Fire Official Timothy.

Apparatus – Comm. Paul

Comm. Paul: We did the testing for NFPA. There are some ground ladders & hose that needs to be replaced.

Fire Department Equipment – Comm. Paul

No report.

Turn-Out Gear – Comm. Paul

Comm. Paul: The helmets we ordered are here. I did place a small order for some more. All the gear did come in.

S.O.G.'s – Comm. Paul

No report.

Future Projects- Comm. Paul

Comm. Paul: We met with a new architect who is going to work on a proposal for us and possibly appoint them tonight.

Recruitment / Membership – Comm. Roach

Comm. Roach: We will be swearing in Lieutenant Stickney.

Fixed Assets- Comm. Roach

No report.

Insurance- Comm. Roach

No report.

Fitness Center – Comm. Roach

Comm. Roach: As Commissioner Hans said, hot water heater went at the gym. We are in process of getting that taken care of.

Communications – Comm. DeLucca

No report.

Assist Personnel – Comm. DeLucca

No report.

Computers/ Social Media – Comm. DeLucca

Comm. DeLucca: I am working on the Spring newsletter. Also, if anyone has any photos, I'd like to post online so we can engage more on social media.

Building Maintenance / Grounds – Comm. Hans

No report.

Hydrants / Water – Comm. Hans

No report.

Health & Safety – Comm. Hans

Comm. Hans: We had 1 physical done.

Budget—Comm. Hans

No report.

Incentive program – Comm. Weindel

No report.

Duty Crew- Comm. Weindel

No report.

Training Division- Comm. Weindel

Comm. Weindel: We are starting with a new training program, Vector Solutions. It will replace eSafety.

Uniforms – Comm. Weindel

Comm. Weindel: I am going to get with John to see if he can come out soon.

Fuel – Comm. Weindel

Comm. Weindel: Fuel cards are good until 2025.

Chief's Report – Chief Beeler

Chief Beeler: I apologize I don't have a typed report tonight. We had 60 runs. All the trucks are operational. Training will be with the alliance on forcible entry.

President's Report – Comm. Paul

President Wells: In regards to the banquet, if anyone has any complaints, come see me, not PK. Celebrate safely.

Borough of Lindenwold – Councilman Morrissey

Councilman Morrissey: I'd like some more information regarding the smoke detectors. I'll speak with you after the meeting to get more information.

Solicitor – D. Capozzi

No report.

Resolutions – Comm. Paul

Resolution 2023-14 Authorizing a Fire Suppression Contract with Lindenwold Fire Co. No. 1, copy in file.
Motion made by Comm. Weindel, seconded by Comm. DeLucca as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2023-15 Business Office Lease for Lindenwold Fire Co. No. 1, copy in file.
Motion made by Comm. DeLucca, seconded by Comm. Roach as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2023-16 Authorizing a Fire Suppression Contract with Lindenwold Fire Co. No. 2, copy in file.
Motion made by Comm. Roach, seconded by Comm. Weindel as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2023-17 Business Office Lease for Lindenwold Fire Co. No. 2, copy in file.
Motion made by Comm. Hans, seconded by Comm. Roach as read. Any questions? (hearing none) Roll call vote, all yes.

Old Business – Comm. Paul

Comm. Paul: Any old business?

Comm. Hans: I am going to get more info from Interstate. It's a lot of money to change it.

New Business – Comm. Paul

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

Comm. Roach: Swear in Brandon Stickney as Lieutenant.

Sol. Capozzi swore in Brandon Stickney as Lieutenant. Congratulations (applause)

Public Portion – Comm. Paul

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

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

Open to Commissioners – Comm. Paul

Comm. Weindel: Congratulations Brandon, be safe.

Closed Session – Comm. Paul

N/A

Adjourn - Comm. Paul

Motion made by Comm. Roach, seconded by Comm. DeLucca to adjourn the meeting at 7:47 pm.

All in favor, ayes have it.

| | <u>Mar 20, 23</u> |
|-------------------------------------|---------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1000 · CASH | |
| 1010 · TD Bank General Checking | 373,514.35 |
| 1011 · TD Bank Money Market Acco... | 2,823,229.66 |
| 1013 · TD Bank Money Market Capital | 2,568.26 |
| 1020 · TD Bank Payroll Checking | 21,724.96 |
| 1030 · TD Bank LEA Dedicated Pen... | 5,577.36 |
| 1040 · TD Bank LEA Trust Penalty | 16,080.87 |
| 1090 · Petty Cash | 200.00 |
| | <hr/> |
| Total 1000 · CASH | 3,242,895.46 |
| | <hr/> |
| Total Checking/Savings | 3,242,895.46 |
| | <hr/> |
| Total Current Assets | 3,242,895.46 |
| | <hr/> |
| TOTAL ASSETS | 3,242,895.46 |
| | <hr/> <hr/> |
| LIABILITIES & EQUITY | 0.00 |

FIRE MARSHAL'S REPORT

03/20/2023

February 20, 2023 to March 20, 2023

Inspections Completed:

Valley Discount

NV Nails

Gino's Pizza

Texis Produce

A&E Construction

Lena's Water Ice

Kings Row Apt

Lindenwold Borough Hall

Heathers (Arc of CC AI-293)

Action Graphics

Paz Deli

El Pueblito Market

Metro by T- Mobile

Crown Chicken

La Tapatia

29

Chan's Garden

Exclusive Barber

A&H African Rest

CC Economic Oppty

Paul Burkhardt Cabinet

Timber Ridge

Pat's Pizza

CSL Plasma

Happy Garden

AXO Restaurant

Bienester Pharmacy

El Rodeo Gift Shop

Signs & Lines

Nutrition Today

RE- INSPECTIONS:

Amera Gas Station

Dreamworld Furniture

Jeffery Clouser LLC

Lindenwold Police

7

Grounder LLC (vacant Little Tuna)

Don Tequila

Storage Box Central

Complaints Received 0

Imminent Hazard 0

Requested Response 0

Civilian Burn Report 1

RESOLUTION 2023 - 14

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 March 20, 2023 thru March 17, 2024; 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 20, 2023
Dated


Chairman Richard J. Paul Jr. Board of Fire Commissioners
Lindenwold Fire District No.1

3/20/2023
Dated


President Craig Wells
Lindenwold Fire Company No.1


Attest Tiffany Beach, District Clerk

RESOLUTION 2023 - 15

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, 801 Scott 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: March 20, 2023

TERM: One (1) year lease commencing on March 20, 2023, and ending on March 17, 2024

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, 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.

satisfactory condition. The Tenant accepts the Rental Space "as is".

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

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

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

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

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

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

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

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

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

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

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

16. **Notices.** All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they must be given by (a) personal delivery, (b) email, or (c) certified mail. 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

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 20, 2023
Dated



Chairman Richard J. Paul Jr. Board of Fire Commissioners
Lindenwold Fire District No.1

3/20/2023
Dated



President Craig Wells
Lindenwold Fire Company No.1



Attest: Tiffany Beach, District Clerk

RESOLUTION 2023 - 16

**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 March 20, 2023 thru March 17, 2024; and

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

March 20, 2023
Dated


Chairman Richard J. Paul Jr. Board of Fire Commissioners
Lindenwold Fire District No.1

March 20, 2023
Dated


President Matthew Astor
Lindenwold Fire Company No.2


Attest: Tiffany Beach, District Clerk

RESOLUTION 2023 - 17

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, 801 Scott 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: March 20, 2023

TERM: One (1) year lease commencing on March 20, 2023, and ending on March 20, 2024

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: The Lindenwold Fire District No. 1 shall be granted complete and uninterrupted use of the leased premises, which shall include, but not be limited to, use by the Fire District for public and private meetings, office space, administrative offices, storage, elections, special events, social gatherings, and all other necessary and proper business to be conducted by, or on behalf 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, 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

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

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

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

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

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

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

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

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

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

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

16. **Notices.** All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they must be given by (a) personal delivery, (b) email, or (c) certified mail. 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.

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.

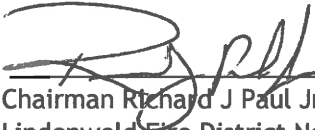
Tenant shall indemnify and hold Landlord harmless from any and all claims, costs and damages, including reasonable attorney fees, directly or indirectly incurred by landlord arising out of Tenant's violation of the foregoing.

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 20, 2023
Dated


Chairman Richard J Paul Jr. Board of Fire Commissioners
Lindenwold Fire District No.1

March 20, 2023
Dated


President Matthew Astor
Lindenwold Fire Company No.1


Attest: Tiffany Beach, District Clerk