

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

**Meeting Date:** March 21, 2016  
**Meeting Place:** Fire Administration Building  
**Meeting Called To Order:** 7:35 pm  
**Members of Board Present:** **Chairman** – Clifford Ruth  
**Vice Chairman** – Richard Paul  
**Treasurer** – Raymond McManus  
**Secretary** – Wayne Hans  
**Commissioner** – Frank Weindel  
**District Clerk** – Kathleen Crockett  
**Solicitor** – Richard Tavani

**Salute the Flag**

**Sunshine Law – Comm. Ruth**

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

**Roll Call Commissioners – Comm. Ruth**

All present.

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

Motion made by Comm. Paul, seconded by Comm. Weindel to approve the regular meeting minutes of 02/15/16 as they are available to the public upon request. Any questions? (hearing none) All in favor, ayes have it.

Motion made by Comm. Paul, seconded by Comm. McManus to approve the Re-Organization meeting of 03/01/16 as they are available to the public upon request. Any question? (hearing none) All in favor, ayes have it.

**Correspondence – Cl.Crockett**

**Cl.Crockett:** There were a few letters outgoing for the Election.

**Treasurer's Report – Comm. McManus**

As of 03/21/16:

TD Bank General Checking	17,010.10
TD Bank Money Market Account	477,548.60
TD Bank Money Market Capital	242,455.69
TD Bank Payroll Checking	14,615.59
TD Bank LEA Dedicated Penalty	7,461.36
TD Bank LEA Trust Penalty	16,032.06
Petty Cash	200.00
Total Current Assets	775,323.40

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

**Payment of Bills – Comm. McManus**

**Comm. McManus:** In front of you, you have a list of 46 bills totaling \$71,754.65.

Motion made by Comm. Paul, seconded by Comm. Hans to approve the payment of bills.

Any questions? (hearing none) Roll call vote, all yes.

**COMMITTEE REPORTS**

**Fitness Center – Comm. Paul**

**Comm. Paul:** There is an issue of who's getting key FOB's and who's using the gym. We will be looking into that and possibly revise the S.O.G. for that for more control of that.

**Fire Department Equipment – Comm. Paul**

**Comm. Paul:** Everything is OK.

**Turn-Out Gear – Comm. Paul**

**Comm. Paul:** Everything is OK.

**Recruitment / Membership – Comm. Paul**

**Comm. Paul:** Tonight we're going to swear-in Rich Roach III going from a Junior Member to a Probationary Firefighter, and a new member Alesha Falcon.

**S.O.G.'s – Comm. Paul**

**Comm. Paul:** I just emailed a file to other Commissioners to review and make any changes so we can start revising them, adopting them and bringing them up to date. That's all I got.

**Computers – Comm. McManus**

**Comm. McManus:** Donnie Miller started working on the new server for Scott Ave., and that should be straightened out pretty soon.

**Communications – Comm. McManus**

**Comm. McManus:** The radios are good.

**Apparatus – Comm. McManus**

**Comm. McManus:** They just started the PM's. The Engine is done and through the month of April, they're going to do the other ones. I'll try and send out emails when I know they're going to be there working on the trucks so this way the guys aren't surprised when they show up and the mechanic is there.

The Ladder came back from KME. Everything seems to be good except for the bill. We're working on that with KME. They charged us for the body repair again. Since the first two times they fixed it, it didn't work.

**Sol.Tavani:** They told us they weren't going to charge us.

**Comm. McManus:** He never came out and told me that, but that was the assumption. I guess I shouldn't assume. Other than that, everything is good.

**Sale of Assets – Comm. McManus**

No report.

**Assist Personnel – Comm. McManus**

No report.

**Budget – Comm. McManus**

No report.

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

**Comm. Hans:** I have nothing at this time Mr. Chairman.

**Health & Safety – Comm. Hans**

No report.

**Fixed Assets – Comm. Hans**

No report.

**Hydrants / Water – Comm. Hans**

No report.

**Insurance – Comm. Weindel**

No report.

**Uniforms – Comm. Weindel**

No report.

**Incentive Program – Comm. Weindel**

**Comm. Weindel:** I want to get with Mike and touch base with him on the Incentive Program, get a rough idea about the whole program, relive it again and change it in certain ways, but I want to get with him on that.

**Fuel – Comm. Weindel**

**Comm. Weindel:** Every truck has a Wawa card, I think I said that before. I also got Sunoco cards for all of the, basically Chief's cars for when they go out of town where there aren't any Wawa's around. Each one will have a Sunoco card. That's all I got.

**Administration / Personnel – Comm. Ruth**

No report.

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

**Comm. Ruth:** The Fire Official's report for 02/15/16 – 03/21/16 was read aloud, a copy is attached to the minutes. For better Fire Protection, Michael Nolan - Fire Official, Michael Brezee & Timothy Shannon - Fire Prevention Specialists.

**Training Division – Comm. Ruth**

**Comm. Ruth:** The Training report was read aloud, a copy is attached to the minutes. Respectfully submitted, Steve Schwegel, Jr. & Justin Mastalski, Andrew Sarli-Prelle Training Division.

**Executive Fire Administrator's Report – Comm. Ruth**

**Comm. Ruth:** The report was read aloud, a copy is attached to the minutes.

**President's Report – Comm. Ruth**

**Comm. Ruth:** President's? (hearing none)

**Solicitor – R. Tavani**

**Sol.Tavani:** We have four Resolutions, 9, 10, 11, 12 to renew the contracts with the Volunteer Fire Companies, and also we have Resolution 13 going into Closed Session regarding a personnel issue and I'd ask for action on that as well. And I do believe you have two people to be sworn-in as well?

**Comm. Ruth:** Yes sir.

**Sol.Tavani:** I would ask that we take care of that now if that's in accordance with the Board's wishes.

**Comm. Paul:** Alesha Falcon and Rich Roach III were sworn in by Sol. Tavani. Congratulations. (applause)

**Resolutions – Comm. Ruth**

**Comm. Ruth:**     **Resolution 2016 – 9**             Authorizing a Fire Suppression contract with Lindenwold Fire Co. No. 1.  
Motion made by Comm. Paul, seconded by Comm. Hans to approve. Any question? (hearing none)  
Roll call vote, all yes.

**Resolution 2016 – 10**            Authorizing a Fire Suppression contract with Lindenwold Fire Co. No. 2.  
Motion made by Comm. Paul, seconded by Comm. Hans to approve. Any questions? (hearing none)  
Roll call vote, all yes.

**Resolution 2016 – 11**           Business Office Lease for Station 2  
Motion made by Comm. Paul, seconded by Comm. Hans to approve. Any questions? (hearing none)  
Roll call vote, all yes.

**Resolution 2016 – 12**           Lease Agreement for 2201 Bangor Ave., Lindenwold Fire Co. No. 3.  
Motion made by Comm. Paul, seconded by Comm. McManus to approve. Any questions? (hearing none)  
Roll call vote, all yes.

**Resolution 2016 – 13**           To Authorize Closed Session in reference to Personnel Matters.  
Motion made by Comm. Paul, seconded by Comm. Weindel. Any questions? (hearing none)  
Roll call vote, all yes.

**Old Business – Comm. Ruth**

**Comm. Ruth:** Old Business? (hearing none)

**New Business – Comm. Ruth**

**Comm. Ruth:** New Business? (hearing none)

**Public Portion – Comm. Ruth**

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

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

**Open to Commissioners – Comm. Ruth**

**Comm. Hans:** I'd like to congratulate the two who got sworn-in tonight.

**Comm. Ruth:** Congratulations, welcome aboard.

**Comm. Paul:** And the promotion for Richie from Junior to Senior Firefighter. The department has been really busy the past month, we had 3 or 4 working fires and had a serious wreck the other night. I'm going to reach out to the Mercury Team. We have some members that are a little upset with it, and we're going to try and get them help, and we're going to do it as a department or an Alliance thing probably. I'll be getting that information and passing it on to the rest of the Board.

**Comm. Weindel:** Alesha will be getting her gear today right?

**Comm. Paul:** Yes, she's going to meet after the meeting tonight at the firehouse and Lt. Maldonado can get it out and put it back, then she's ready to go.

**Comm. Weindel:** Again, I want to congratulate the two sworn in, wish you a lot of luck.

**Comm. Ruth:** Anybody else have anything? (hearing none)

**Closed Session – Comm. Ruth**

**Comm. Ruth:** The Board is going now into Closed Session for personnel issues as per Resolution 2016-13.

Motion made Comm. Weindel, seconded by Comm. Hans to come out of Closed Session at 9:22pm.

All those in favor, ayes have it.

**Adjourn - Comm. Ruth**

Motion made by Comm. McManus, seconded by Comm. Paul to adjourn the meeting at 9:22pm.

All in favor, ayes have it.

6:08 PM  
03/21/16  
Accrual Basis

Lindenwold Fire District No.1  
Treasurer's Report  
As of March 21, 2016

Mar 21, 16

**ASSETS**

**Current Assets**

**Checking/Savings**

**1000 · CASH**

1010 · TD Bank General Checking 17,010.10

1011 · TD Bank Money Market Acco... 477,548.60

1013 · TD Bank Money Market Capital 242,455.69

1020 · TD Bank Payroll Checking 14,615.59

1030 · TD Bank LEA Dedicated Pen... 7,461.36

1040 · TD Bank LEA Trust Penalty 16,032.06

1090 · Petty Cash 200.00

**Total 1000 · CASH** 775,323.40

**Total Checking/Savings** 775,323.40

**Total Current Assets** 775,323.40

**TOTAL ASSETS** 775,323.40

**LIABILITIES & EQUITY** 0.00

# LINDENWOLD FIRE DEPARTMENT

## TRAINING DIVISION

To: Commissioner Ruth  
From: Training Division  
Date: 03/21/2016  
Re: February Training Report

### Department Training

- February 9, 2015
  - Topic: Station work detail
  
- February 16, 2015
  - Topic: Ice Rescue Tool Lab
  - Instructor: Training Officer Mastalski
  - Students: 16
  - Hours: 3
  
- February 23, 2015
  - Topic: Air Management – Hands on
  - Instructor: Training Officer Schwegel
  - Students: 14
  - Hours: 3

Respectfully Submitted,

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Steve Schwegel Jr  
Justin Mastalski  
Andrew Sarli-Prelle

# LINDENWOLD BUREAU OF FIRE PREVENTION

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2201 BANGOR AVENUE  
LINDENWOLD, NEW JERSEY, 08021  
856-346-0935  
(Fax) 856-346-3638

11/16/15

## FIRE MARSHAL'S REPORT

February 15, 2016 / March 21, 2016

### Inspections Completed to date:

1. Lindenwold car wash
2. Pats pizza3.
3. Shadyside country store.
4. Shell rapid lube5.
5. Dr Gerzoff6.
6. Laurelwood liquor
7. Kingsrow
8. Laurel hill9.
9. Laurel self storage
10. Tony's pizza
11. 11. Jana's unique hair salon
12. Dynamic endeavors

### Re - Inspections pending:

Complaints: Received: 1 Complaints: Resolved: 1 Imminent Hazards 0

Requested Response: 0 Time Extensions: 0

Civilian Burn Reports: 0

Permits Issued: Type I 0 Type II 0

Penalties Issued: 0

Correspondences: N/A

**Comments to District Commissioners:**

1. Attended the Five County Fire Marshals meeting 2-18-16
2. Working fire and investigation 209 Maple Ave. 3-12-16
3. Working fire and investigation 4513/4514 the Pines 3-14-16
4. Finish fire investigation 4513/4514 the Pines 3-15-16
5. Investigate a complaint from a resident in Stongington Court apts about blocked Fire lane.
6. Working fire and investigation with PAU 2 Dave Wallace, 500 Bilper Ave. 3-21-16

**Fire Prevention Programs: 0**

## Problems: 0

**Code Violation Investigations: 0**

**Total fee's received to date:**

LHU Rebate:	\$ 3,151.85
LHU Rebate:	\$
LHU Rebate:	\$
LHU Rebate:	\$

## NLH Registrations:

Registrations: \$  
Registration late fee: \$  
Permits: \$  
Penalty: \$

Total: \$3,151.85

For Better Fire Protection,

Michael J. Nolan, Fire Official

Tim D. Shannon, Fire Prevention Specialist

Mike Breeze, Fire Prevention Specialist



# **BOARD OF FIRE COMMISSIONERS**

**LINDENWOLD FIRE DISTRICT NO.1**

**2201 BANGOR AVENUE  
LINDENWOLD, NJ 08021  
PHONE: 856-346-0935  
FAX: 856-346-3638**

March 21, 2016

## **March 2016 Chief's Report**

1. Attended active shooter meeting 2-17-16
2. Attended Radio advisory meeting 2-17-16
3. Attended Alliance Air Management drill 2-23-16
4. Attended Meeting between Gloucester County Chiefs Asso. and Camden County Chiefs Asso. about radio system. 2-25-16
5. Meeting Camden County Comm. - Gloucester Co. Radio system. 2-25-16
6. Meeting Camden County Comm. - Gloucester Co. Radio system. 2-26-16
7. Attended the Camden County Chiefs Asso. Exe. Board meeting. 3-2-16
8. Represented the Department at the Hero Scholarship Dinner 3-4-16
9. Attended Active shooter planning meeting 3-7-16
10. Attended meeting for radio interop's for Gloucester and Camden County's 3-7-16
11. Attended Batt. 2 Officers meeting 3-8-16
12. Attended the Alliance rope drill 3-8-16
13. Myself, Inspector Brezee, and Inspector Shannon attended the NJIAAI Conference in Atlantic City. 3-9-16 to 3-11-16
14. Attended Radio Advisory meeting 3-16-16

Michael Nolan  
Executive Fire Administrator/Fire Official  
Lindenwold Fire Department  
Cell - 609-923-8354

## RESOLUTION 2016 - 9

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

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

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

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

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

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

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

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

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

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

**THEREFORE BE IT RESOLVED** the Lindenwold Board of Fire Commissioners hereby approves a Fire Suppression Agreement by and between the Lindenwold Board of Fire Commissioners and Lindenwold Fire Company No.1 by which the Lindenwold Fire Company No.1 will provide fire suppression services pursuant to the terms and conditions set forth above and outlined in the Fire Suppression Agreement from April 1, 2016 thru March 31, 2017; 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 21, 2016

Dated

4/1/16

Dated



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



President Craig Wells  
Lindenwold Fire Company No.1



Attest: Kathleen Crockett, District Clerk

## RESOLUTION 2015 - 10

### 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: 1<sup>st</sup> qtr. \$14,750, 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> quarters-\$10,000 each, less any energy charges paid for by the Fire District on behalf of Fire Co. No. 2 per the South Jersey Energy Cooperative; and

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

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

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

**THEREFORE BE IT RESOLVED** the Lindenwold Board of Fire Commissioners hereby approves a Fire Suppression Agreement by and between the Lindenwold Board of Fire Commissioners and Lindenwold Fire Company No.2 by which the Lindenwold Fire Company No.2 will provide fire suppression services pursuant to the terms and conditions set forth above and outlined in the Fire Suppression Agreement from April 1, 2016 thru March 31, 2017; 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.

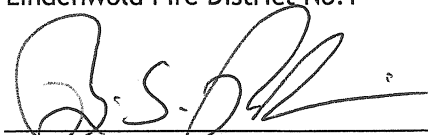
March 21, 2016

Dated

APRIL 8, 2016

Dated

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

  
President Brian Robinson  
Lindenwold Fire Company No.2

  
Attest: Kathleen Crockett, District Clerk

# RESOLUTION 2016 - 11

## BUSINESS OFFICE LEASE - STATION 2

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

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

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

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

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

**DATE OF LEASE:** April 1, 2016

**TERM:** One (1) year lease commencing on April 1, 2016, and ending on March 31, 2017

**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:

- 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 Landlord's written consent:  
(a) assign the Lease (if the Tenant is a corporation, the sale of a majority of its shares shall be treated as an assignment),  
(b) sublet all or any part of the Rental Space or (c) permit any other person, persons or business to use the Rental Space.
- Rent and Additional Rent.** Tenant shall pay rent in the amount as stated at the beginning of this Lease to the Landlord at the Landlord's address. The parties shall review the utility usage at the rental space location, and shall renegotiate the lease to determine if any adjustment is necessary to account for utility usage. If no agreement can be reached by the parties, this lease may be terminated by either party upon thirty (30) days written notice.
- Liability of Landlord and Tenant.** The Landlord shall not be liable for injury or damage to any person or property unless it is solely due to the Landlord's willful act, gross neglect or intentional misconduct. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant or the tenant's employees. The Tenant shall defend the Landlord from and reimburse the Landlord for all liability and costs resulting from any injury or damage due to the act or neglect of the Tenant or Tenant's employees.
- Real Estate Taxes.** The Landlord shall pay the Real Estate Taxes on the Building.
- Acceptance of Rental Space.** The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the Rental Space "as is".
- Quiet Enjoyment.** The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Rental Space.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

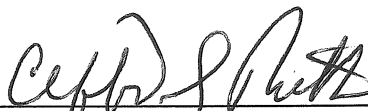
23. **Survival of Obligations.** All obligations of Tenant hereunder not fully performed as of the expiration of earlier termination of this Lease shall survive the expiration or earlier termination, including without limitation all obligations with respect to rents, additional rent and all obligations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

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

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

March 21, 2016

Dated



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

APRIL 8, 2016

Dated



President Brian Robinson  
Lindenwold Fire Company No. 2

WITNESS/ATTEST:



Kathleen Crockett, District Clerk

# **RESOLUTION 2016 - 12**

## **LEASE AGREEMENT STATE OF NEW JERSEY, COUNTY OF CAMDEN**

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

### **SECTION I Description of Premises**

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

### **SECTION II Term**

The term of this lease is one year, beginning April 1, 2016 and ending March 31, 2017.

### **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. Tenants 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 unreasonably 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:

March 21, 2016  
Dated

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

LANDLORDS:

3/24/16  
Dated

  
Lindenwold Fire Station No.3

Attest:

  
Kathleen Crockett, District Clerk

**RESOLUTION 2016 – 13**

**Board of Fire Commissioners  
Fire District No 1  
Borough of Lindenwold, County of Camden**

**RESOLUTION TO AUTHORIZE CLOSED SESSION**

WHEREAS, matters have come before the Board of Fire Commissioners as follows: Personnel issues regarding EFA/FO Michael Nolan

WHEREAS, the Open Public Meetings Act permits a Closed Session to discuss said matters;

NOW, THEREFORE, BE IT RESOLVED that the Board of Fire Commissioners shall meet in Closed Session on 3-21-2016 at 7:30 pm or soon thereafter as the Board direct as part of its meeting to discuss said matters. Such Closed Session in connection with this personnel matter shall not be disclosed; and

BE IT FURTHER RESOLVED that the public is hereby advised that formal action may or may not be taken on any matters disclosed in Executive Session when the Board enters into open session; and

BE IT FURTHER RESOLVED that the Board may take formal action on any other matters when it returns to open session.

Dated: March 21, 2016

  
Chairman Clifford Ruth

  
Kathleen Crockett, District Clerk