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

Meeting Date:

April 21, 2025

Meeting Place:

Fire Administration Building

Meeting Called To Order:

6:00pm

Members of Board Present:

Chairman – Richard Paul

Vice Chairman - Tamara DeLucca - excused

Treasurer – Wayne Hans **Secretary** – Frank Weindel Commissioner - Frank DeLucca

District Clerk - Tiffany Beach- excused Solicitor - Jeffrey Catalano - excused

Salute the Flag

Sunshine Law - Comm. Paul

In accordance with the NJ Sunshine Law this meeting Notice of this meeting has been duly advertised in compliance with the provisions of the open public meetings law. Be advised this meeting will be recorded for possible later playback.

Roll Call Commissioners

Comm. Paul, Weindel, Hans & F. DeLucca present. Comm. T. DeLucca is excused.

Minutes of the Previous Meeting ~ Comm. Paul

Motion made by Comm. Weindel seconded by Comm. Hans to approve the March 17, 2025 Board Meeting minutes as they are available to the public upon request. Any questions? All in favor, ayes have it.

Correspondence - Cl. Beach

N/A

Treasurer's Report - Comm. Hans

As of April 21, 2025

• •	
TD Bank Money Market Account	665,026.42
TD Bank Money Market Capital	2,573.20
TD Bank General Checking	422,389.35
Investment NJ ARM	2,158,578.66
Building NJ ARM	10,413,076.29
TD Bank Payroll Checking	30,947.56
TD Bank LEA Dedicated Penalty	5,579.36
TD Bank LEA Trust Penalty	14,701.01
Petty Cash	200.00
Total Current Assets	13,713,071.85

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

Payment of Bills - Comm. Hans

Comm. Hans: In front of you, you have a list of 53 bills totaling \$44,699.32

Motion made by Comm. Weindel seconded by Comm. F. DeLucca to approve the payment of bills.

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

COMMITTEE REPORTS

Administration / Personnel - Comm. T. DeLucca

No report.

Fire Department Equipment - Comm. Paul

Comm. Paul: As far as I know all of the equipment is in service.

Turn-Out Gear - Comm. Paul

Comm. Paul: I'd like the Chief to start looking into the gear so we can start ordering it.

Incentive Program – Comm. Weindel

No report.

Recruitment / Membership - Comm. F. DeLucca

No report.

Communications - Comm. DeLucca

No report.

Budget - Comm. Hans

No report.

Fuel - Comm. Weindel

No report.

Fitness Center – Comm. F. DeLucca

No report.

Fixed Assets/Sale of Assets - Comm. DeLucca

No report.

Building Maintenance / Grounds - Comm. Hans

No report.

Computers - Comm. DeLucca

No report.

S.O.G.'s - Comm. Paul

No report.

Assist Personnel – Comm. Paul

No report.

Health & Safety - Comm. Hans

No report.

Hydrants/ Water - Comm. Hans

No report.

Training- Comm. Weindel

No report.

Insurance - Comm. F. DeLucca

No report.

Uniforms - Comm. Weindel

No report.

Apparatus - Comm. Paul

Comm. Paul: The Squrt is still having issued with the codes and interior lights flashing. The mechanic was here Friday and still wants us to use the truck and document it.

Future Projects- Comm. Paul

Comm. Paul: The contract for the builder was signed this week. They're working with the County for storm water run-off & should be completed this week. He would like us out of the building May 1st.

NFPA testing- Comm. Paul

Comm. Paul: Hose was tested and we lost some hose and will be looking to get it replaced.

Chief's Report - Chief Beeler

Chief Beeler: 76 calls for March. March 15 there was a small grease fire as St. Mark AME. Patco donated an AED to us. It will be mounted to the wall for fire department use. We had a department meeting here. Mandatory training commenced. 2 minor injuries occurred at the burn building. All of the paperwork was sent to Tiffany. We are just waiting for doctor clearance so they can return to duty. A rep from Medical Central on May 6th is going to come here to talk to the department. Draft proposal that Tiffany and I have been working on to get rid of our old out of date application. We are hoping to get it digitalized and get it on the website so members can fill it out and get it submitted online. I hope that you guys can look at it before the next meeting so we can take some action on it.

Office of Fire Prevention – Fire Official Shannon

F/O T. Shannon: Fire Official's report for March 18, 2024—April 21, 2025 was read aloud, a copy is attached.

President's Report - Comm. Paul

N/A

Borough of Lindenwold - Councilman Morrissey

Councilman: Quick question on the building. They say they want you out by May 1st? When should we start seeing construction?

Comm. Paul: That will be up to the contractor. We still need to have a demolition meeting, a preconstruction meeting. As soon as contracts are signed by them and us we should be able to get a firm date. They are saying that we should be in the new building July of 2026. As long as the weather hold up and they move quickly.

Solicitor – J. Catalano

No report.

Resolutions – Comm. Paul

Resolution 2025-21 Authorizing a Fire Suppression Contract with Lindenwold Fire Co. No. 1, copy in file. Motion made by Comm. F. DeLucca, seconded by Comm. Weindel. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2025-22 Business Office Lease for Lindenwold Fire Co. No. 1, copy in file.

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

Resolution 2025-23 Authorizing a Fire Suppression Contract with Lindenwold Fire Co. No. 2, copy in file.

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

F. DeLucca, no.

Resolution 2025-24 Business Office Lease for Lindenwold Fire Co. No. 2, copy in file.

Motion made by Comm. Weindel, seconded by Comm. Hans. Any questions? (hearing none) Roll call vote, all yes. Comm. F. DeLucca, no.

Resolution 2025-25 To Authorize Executive Session

Motion made by Comm. F. DeLucca, seconded by Comm. Weindel. All in favor, ayes have it.

Resolution 2025-26 Resolution Approving Payment of Funds for Property

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

Resolution 2025-27 Authorizing the Purchase of Furniture for the New Lindenwold Firehouse

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

Old Business - Comm. Paul

Comm. Paul: Any old business?

New Business - Comm. Paul

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

Comm. F. DeLucca: I spoke with Schwartz. Federal SAFER grants are all on hold. He suspects they'll be coming out shortly.

Public Portion - Comm. Paul

Motion made by Comm. Weindel, seconded by Comm. F. DeLucca. All in favor, ayes have it.

Comm. Paul: No public wishes to speak.

Motion made by Comm. Weindel, seconded by Comm. Hans. All in favor, ayes have it.

Open to Commissioners - Comm. Paul

Comm. Paul: Thank the Chief for reaching out to DRPA and Patco for getting us the defibrillator.

Adjourn - Comm. Paul

Motion made by Comm. Weindel seconded by Comm. Hans to adjourn the meeting at 7:37pm. Any questions? (hearing none) All in favor, ayes have it.

Lindenwold Fire District No.1 Balance Sheet

As of April 17, 2025

	Apr 17, 25
ASSETS	
Current Assets	
Checking/Savings	
1000 · CASH	
1011 · TD Bank Money Market Acco	665,026.42
1013 · TD Bank Money Market Capital	2,573.20
1015 · General Checking 3	422,389.35
1016 · Investment NJ ARM	2,158,578.66
1017 · Building- NJ ARM	10,413,076.29
1020 · TD Bank Payroll Checking	30,947.56
1030 · TD Bank LEA Dedicated Pen	5,579.36
1040 · TD Bank LEA Trust Penalty	14,701.01
1090 · Petty Cash	200.00
Total 1000 · CASH	13,713,071.85
Total Checking/Savings	13,713,071.85
Total Current Assets	13,713,071.85
TOTAL ASSETS	13,713,071.85
LIABILITIES & EQUITY	0.00

FIRE MARSHAL'S REPORT

04/21/2025 March 18, 2025 to April 21, 2025

Inspections Completed:

Dreamworld Furniture Family Dollar Store Queen Nails & Spa Gino's Pizza Woodland Village Laundry **Action Graphics** Lindenwold Borough Hall **Bienestar Pharmacy Nutrition Today** Crown Chicken **Lindenwold Court Room** Taqueria La Villita El Pueblito Market Diana Cremeria Uno Laundry The Grace Tribe Church Mueller's Ice Cream Fresh Start Sober Living **Forever Young** Acelero Day Care

40

National Furniture **Lindenwold Beauty** Lena's Water Ice Mexico Lindo **Woodland Village Apts Meadowview Apts** Virtua Primary Care Metro by T- Mobile La Tapatia Lindenwold Police Dalvin's two Barber Shop El Rodeo Gift Shop Happy Garden Nichols News Lindenwold .99 cent store Vacuum Sales Timber Ridge **Rising Sun Sober Living Along Auto**

Re-Inspections:

The Landings at Pine Lake Ameri- Motors Lindenwold Library Save-A- Lot La Esperanza Glitz & Glam Nails Seidman Productions



Alpine Court Apts
Spruce Apts
ARC of Camden County
Seidman Productions
Advance Scale
Danks- Hinski
Bienester Pharmacy

Sunflower Beauty

RESOLUTION 2025 - 21

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 \$15,000.00 to provide fire suppression services for the Borough of Lindenwold, paid as follows: 1st qtr. \$6,000, 2nd, 3rd & 4th quarters-\$3,000 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 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 17, 2025 thru March 16, 2026; 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 17, 2025

Dated

President Craig Wells

Lindenwold Fire Company No.1

Lindenwold Fire District No.1

Dated

Attest. Tiffany Beach, District Clerk

Chairman Richard J Paul Jr. Board of Fire Commissioners

RESOLUTION 2025-22

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 17, 2025

TERM: A month-to-month lease. The Tenant shall be allowed to occupy the premises on a month-to-month

arrangement starting on March 17, 2025 and ending upon notice of 30 days from either Party to the

other Party ("Lease Term").

SECURITY: None

RENT: To be paid in monthly installments of \$541.66 (for a total yearly lease payment of \$6,500 should

Tenant occupy the premises from March 17, 2025 through March 16, 2026.

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 each month 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, 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

- 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.

- 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	17	2025
MULCE	1/*	LULJ

Dated

Chairman Richard J Paul Jr. Board of Fire Commissioners

Lindenwold Fire District No.1

Dated

President Craig Wells

Lindenwold Fire Company No.1

Attest: Tiffany Beach, District Clerk

RESOLUTION 2025 -23

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 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 17, 2025 thru March 16, 2026; 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 17, 2025

Dated

Chairman Richard J Paul Jr. Board of Fire Commissioners

Lindenwold Fire District No.1

June 17th 2025

President Matthew Astor

Lindenwold Fire Company No.2

Beach, District Clerk

RESOLUTION 2025-24

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 17, 2025

TERM: One (1) year lease commencing on March 17, 2025, and ending on March 16, 2026

SECURITY: None

RENT: Twenty-nine thousand five hundred (\$29,500.00) per year, to be paid: quarterly at seven thousand

three hundred seventy-five (\$7,375.00) 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: 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:

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, neglect or intentional misconduct. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant or the tenant's employees. The Tenant shall defend the Landlord from and reimburse the Landlord for all liability and costs resulting from any injury or damage due to the act or neglect of the Tenant or Tenant's employees.
- 6. Real Estate Taxes. The Landlord shall pay the Real Estate Taxes on the Building.
- 7. Acceptance of Rental Space. The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the Rental Space "as is".

- 8. **Quiet Enjoyment.** The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Rental Space.
- 9. **Utilities and Services.** The Landlord shall arrange and pay for utilities and services required for the Rental Space, except for the following: Tenant's alarm system and telephone. The Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of utilities beyond the control of the Landlord. This does not excuse the Tenant from paying Rent.
- 10. **Tenant's Repairs, Maintenance and Compliance.** The Tenant shall:
 - (a) Maintain the Rental Space in a neat, clean, safe and sanitary condition, free of all garbage and debris;
 - (b) Use all electric, plumbing and other facilities in the Rental Space safely;
 - (c) Use no more electricity than the wiring of the feeders to the Rental Space can safely carry;
 - (d) Do nothing to destroy, deface, damage or remove any part of the Rental Space;
 - (e) Keep nothing in the Rental Space which is inflammable, dangerous or explosive or which might increase the danger of fire or other casualty;
 - (f) Promptly notify the Landlord when there are conditions which need repair;
 - (g) Do nothing to destroy the peace and quiet of the Landlord, other tenants or persons in the neighborhood.
 - (h) Avoid littering in the building or on its grounds.

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

- 11. Landlord's Repair and Maintenance. The Landlord shall:
 - (a) Maintain the public areas, roof and exterior walls in good condition;
 - (b) Make all structural repairs unless these repairs are made necessary by the act or neglect of the Tenant or the tenant's employees;
 - (c) Make necessary replacement of the plumbing, cooling, heating and electrical systems, except when made necessary by the act or neglect of the Tenant or the Tenant's employees;
 - (d) Maintain the elevators in the Building, if any.
- 12. No Alterations. The Tenant may not make any changes or additions to the Rental Space without the Landlord's written consent. Any changes or additions made without the Landlord's written consent shall be removed by the tenant on demand. All changes or additions made with the Landlord's written consent shall become the property of the Landlord when completed and paid for the Tenant. They shall remain as part of the Rental Space at the end of the Term. The Tenant shall promptly pay for all costs of any permitted changes or additions. The Tenant shall not allow any construction liens or other liens or claims to be filed against the Building. If any lien or claim is filed against the Building, the Tenant shall have it promptly removed.
- 13. **Signs.** The Tenant shall obtain the Landlord's written consent before placing any sign on or about the Rental Space. Signs must conform to all applicable municipal ordinances and regulations.
- 14. **Eminent Domain.** Eminent domain is the right of a government to lawfully condemn and take private property for public use. Fair value must be paid for the property. The taking occurs either by court order or by deed to the condemning party. If any part of the Rental Space is taken by eminent domain, either party may cancel this Lease on thirty (30) days notice to the other. The entire payment for the taking shall belong to the Landlord. The Tenant shall make no claim for the value of the Lease for the remaining part of the Term.
- 15. **Subordination to Mortgage.** In a foreclosure sale all mortgages which now or in the future affect the Building have priority over this Lease. This means that the holder of a mortgage may end the Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.
- 16. **Notices.** All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they must be given by (a) personal 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.

- 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 17, 2025

Dated

Chairman Richard Paul Jr. Board of Fire Commissioners

Lindenwold Fire District No.1

June 17, 2025

Dated

President Matthew Astor

Lindenwold Fire Company No.2

Attest: Thany Beach, District Clerk

RESOLUTION 2025-25

Board of Fire Commissioners Fire District No 1

Resolution to Authorize Executive Session at 04/21/2025 meeting

WHEREAS, matters have come before the Board of Fire Commissioners as follows: New building Project.

WHEREAS, the Open Public Meetings Act permits an Executive Session to discuss said matters;

NOW, THEREFORE, BE IT RESOLVED that the Board of Fire Commissioners shall meet in Executive Session on 04/21/2025 at 6:00 pm or soon thereafter as the Board directs as part of its meeting to discuss said matters. Such Executive Session in connection with the new building project, 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: 04/21/2025

Richard J. Paul Jr., Chairman of the Board

Attest Tiffany Beach, District Clerk

	RESO	LUTION 20	25-25	
	AYE	NAY	ABSTAIN	ABSENT
R. PAUL	X			
T. DELUCCA	義			X
W. HANS	X			
F. WEINDEL	X			
F. DELUCCA	X			,

LINDENWOLD TOWNSHIP FIRE DISTRICT NO. 1

Resolution No. 2025-26

RESOLUTION APPROVING PAYMENT OF FUNDS FOR PROPERTY

WHEREAS, Lindenwold Fire District No. 1, (hereinafter, the "District"), is authorized pursuant to N.J.S.A. 40A:14-85 to purchase land and/or buildings; and

WHEREAS, the District desires to purchase certain real property and improvements located at 517 E. Linden Avenue, in the Borough of Lindenwold, in the County of Camden, in the State of New Jersey, identified as Block 91, Lot 3 for the amount of one dollar (\$1.00); and

WHEREAS, the District has been informed that Lindenwold Fire Company No. 1 desires sell certain real property and improvements located at 517 E. Linden Avenue, in the Borough of Lindenwold, in the County of Camden, in the State of New Jersey, identified as Block 91, Lot 3 for the amount of one dollar (\$1.00); and

WHEREAS, the Treasurer has certified that sufficient funds exist within the existing budget to accommodate such an expenditure; and

WHEREAS, the Board of Commissioners of Lindenwold Fire District No. 1 deem it advisable to acquire the above-identified real property and improvements located at 517 E. Linden Avenue, in the Borough of Lindenwold, in the County of Camden, in the State of New Jersey, identified as Block 91, Lot 3 for the amount of one dollar (\$1.00).

NOW, THEREFORE, BE IT:

RESOLVED: That Lindenwold Fire District No. 1 is hereby authorized and directed to execute and deliver such documents and instruments as may be required or desirable to effectuate the purchase of certain real property and improvements located at 517 E. Linden Avenue, in the Borough of Lindenwold, in the County of Camden, in the State of New Jersey, identified as Block 91, Lot 3 for the amount of one dollar (\$1.00); and

RESOLVED: That Wayne Hans, Treasurer, is hereby authorized and directed, individually, to execute and deliver any documents necessary to execute, acknowledge, deliver, file, and/or record such other documents and instruments and to take such other actions as he deems necessary and/or desirable in order to consummate the transaction for the purchase of certain real property and improvements located at 517 E. Linden Avenue, in the Borough of Lindenwold, in the County of Camden, in the State of New Jersey, identified as Block 91, Lot 3, and to cause the District to perform its obligations under such documents.

RESOLVED: That Richard J. Paul Jr. and/or Wayne Hans are authorized to sign all documents related to this resolution and land transaction.

RESOLVED: That the execution and delivery by any of the foregoing officers of the District, individually, of any and all such documents and instruments shall constitute the binding acts of the District in all respects.

RESOLVED: That all actions previously taken by the officers of the District in connection with the transaction contemplated are hereby ratified and approved and shall constitute the binding act of the District in all respects.

Dated: April 21, 2025

LINDENWOLD FIRE DISTRICT No. 1
BOARD OF FIRE COMMISSIONERS

Bv:

Richard J. Paul Jr., Chairmar

Attest:

Frank Weindel, Secretary

This Resolution was adopted at a meeting of Lindenwold Fire District No. 1 on April 21, 2025.

	RESOLU	JTION 2025	-26	
	AYE	NAY	ABSTAIN	ABSENT
R. PAUL	X			
T. DELUCCA				X
W. HANS	X			
F. WEINDEL	X			
F. DELUCCA	×			

Resolution 2025-27

Resolution Authorizing the Purchase of Furniture for the New Lindenwold Firehouse

WHEREAS, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29, the Board of Fire Commissioners of Lindenwold Fire District No. 1 may by resolution and without advertising for bids, purchases any goods or services under State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Board of Fire Commissioners, Fire District No. 1 has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Board of Fire Commissioners, Fire District No. 1 intends to enter into a contract with W.B. Mason Co., Inc. as part of the State of New Jersey Cooperative Purchasing Program through this resolution and a properly executed contract, which shall be subject to all the conditions applicable to the current State contract; and

WHEREAS, the Board of Fire Commissioners of Lindenwold Fire District No. 1 recognizes the need for furniture as part of the construction of a new Lindenwold Firehouse at 571 Linden Avenue, Lindenwold, New Jersey 08021 (the "Project"); and

WHEREAS, the Project requires the provision, delivery and installation of Furniture for the Commissioners Fire Marshal Office, Communications/IT, Conference Room, Duty Room/Dining, EMS Office, EMS Supply/Storage, Files, Fire Chief, Fire Official, General Office, Line Officers, Lobby, Lockers, Multipurpose Room, and Radio Room; and

WHEREAS, Stephanie Reilly, Furniture Project Manager, of W.B. Mason Co., Inc., 151 Heller Place, Bellmawr, NJ 08031 provided the above-described quote in the amount of \$191,510.35; and

WHEREAS, a true and correct copy of the quote is attached as Exhibit A; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.4, it is certified that there are funds budgeted and available for said contract; and

WHEREAS, timing of the approval of this contract is of the essence, for placing the order after May 1, 2025 would lead to a tariff applied of over \$3,000 and a product price increase of 5% as of May 1, 2025;

NOW THEREFORE, BE IT RESOLVED it is herein resolved by the Board of Fire Commissioners of Lindenwold Fire District to approve awarding a contract for the Furniture to W.B. Mason in the total amount as provided for in Exhibit A of \$191,510.35; and

BE IT FURTHER RESOLVED that the Board of Fire Commissioners of Lindenwold Fire District

authorizes the execution of a contract for Furniture to W.B. Mason in the total amount as provided for in Exhibit A of \$191,510.35.

This resolution shall take effect immediately	
ATTEST: Frank Weindel, Secretary	By: Richard J. Paul Jr. Chairman Date
I hereby certify that the above resolution was de Commissioners held on April 21, 2025	uly adopted at a meeting of the Board of Fire Frank Weindel, Secretary
Certifica	ation
Treasurer of the Boar the Board of Fire Commissioners that funds are Furniture to W.B. Mason Co., Inc. in the total amo to be approved in Resolution 2025-27.	
Wayne Hans, Treasurer	<u> </u>