

AGENDA
COUNCIL BUSINESS MEETING
November 9, 2022

1. Call Meeting to Order

2. Sunshine Law - Notice of this meeting has been duly advertised in compliance with the provisions of the open public meetings law. Please be advised that this meeting will be recorded for possible later playback.

3. Flag Salute

4. Roll Call

5. Resolution 2022:195 Executive Session

BE IT RESOLVED by the Mayor and Council of the Borough of Lindenwold that the Mayor and Council are now going into closed session to discuss Legal Updates and Personnel

6. Approval of Minutes: Council Meeting and Executive Session October 12, 2022

7. Payment of Bills

8. The following reports have been filed and are available in the respective offices for review and will be included in the minutes:

- a. Tax Collector's Report
- c. Treasurer's Report

b. Sewer Report

9. Resolution 2022:196 Authorize Acceptance of Police Contract

WHEREAS, an Agreement has been prepared between the Borough of Lindenwold and the Lindenwold Police Officers Association, Patrol Unit and Superior Officers for January 1, 2023 through December 31, 2027, and

WHEREAS, this Agreement has been reviewed by the solicitor for the Borough of Lindenwold.

THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that the Governing Body accepts this Agreement as presented and authorizes the signing of this Agreement between the Borough of Lindenwold and the Lindenwold Police Officers Association, Patrol Unit and Superior Officers.

10. First Reading Ordinance 2022-14 Senior Citizen Building

11. First Reading Ordinance 2022-15 Police Salaries

12. CONSENT AGENDA: The items listed below are considered routine by the Borough of Lindenwold and will be enacted by one motion. There will be no formal discussion of these items. If discussion is desired, this item will be removed from the Consent Agenda and will be considered separately.

Resolution 2022:197-206

Resolution 2022:197 Authorize Acceptance of 2022 CDBG for Reconstruction of Aman and Bilper Avenues

WHEREAS, the Borough of Lindenwold has been awarded FY 2022 Community Development Block Grant funding, and

WHEREAS, the Mayor and Council authorized the Borough Engineers, Remington and Vernick to submit an application for the reconstruction of Aman Avenue and Bilper Avenue, and

WHEREAS, the grant allocation for the Borough of Lindenwold is \$253,000.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold hereby authorized the execution and signing of the agreement for FY 2022 Community Development Block Grant.

Resolution 2022:198 Chapter 159 for CDBG Funds for Aman and Bilper Avenue Reconstruction

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount, and

WHEREAS, the Borough of Lindenwold will receive \$253,000 from the Camden County Board of Commissioners and wishes to amend its 2022 Budget to include this amount as a revenue

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Lindenwold hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$253,000 which is now available as a revenue from the Camden County Board of Commissioners, and

BE IT FURTHER RESOLVED that a like sum of \$253,000 and the same is hereby appropriated under the caption of: Community Development Block Grant (CDBG) Year 2022 for the reconstruction of Aman Ave. and Bilper Ave.

BE IT FURTHER RESOLVED that this resolution will be provided to the Director of Local Government Services for certification.

Resolution 2022:199 Temporary Traffic Restrictions

WHEREAS, there is a need in the Borough of Lindenwold to institute traffic restrictions on December 2, 2022 from 6:00pm until 8:00pm, and

WHEREAS, THE Borough of Lindenwold has the authority to close roads necessary under Title 39:4-94.2 in addition to parking restrictions as per Chapter 220 Section 17 of the Code of the Borough of Lindenwold, and

WHEREAS, the Police Department has authorized parking to be prohibited along the even numbered residences of West Linden for December 2, 2022 from 6:00pm to 8:00pm as well as the closing of any streets for the Lindenwold Christmas Parade route from Chews Landing Road to West Park Ave to East Atlantic Ave to West Linden Ave ending at the Lindenwold Library on East Linden Ave.

THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold approves the traffic restrictions as submitted by the Lindenwold Police Department.

Resolution 2022:200 Authorizing Disposal of Surplus Property

WHEREAS, the Borough of Lindenwold is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Mayor and Council are desirous of selling said surplus property in an as is condition without express or implied warranties.

NOW THEREFORE, be it RESOLVED by the Borough of Lindenwold, as follows:

The sale of the surplus property shall be conducted through GovDeals pursuant to Resolution 2022:48 to participate in the Cooperative Purchasing Program with National Intergovernmental Purchasing Alliance Co. and administered by Sourcewell for the purchase of goods, products and services. The terms and conditions of the agreement entered into with GovDeals, #012821-GDI, is available online at govdeals.com and also available from the Borough of Lindenwold.

The sale will be conducted online after publication in the Courier Post and the address of the auction site is govdeals.com.

The sale is being conducted pursuant to Local Finance Notice 2021-18.

A list of the surplus property to be sold is as follows:

1995	Ford F-250	\	Vin# 1FTHX26G4SKA72244
2001	Dodge 2500		Vin# 3B7KF26Z11M549052
2002	Chev Bucket Truck		Vin#3GBKC34G82M113224
1995	Ford F-800 Dump Truck		Vin# 1FDYF80E7SVA47300
1995	Ford F-800 Dump Truck		Vin# 1FDYF80E9SVA46301
2008	Ford F-250		Vin# 1FTSW21538EC52143

The surplus property as identified shall be sold in an as-is condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

The Borough of Lindenwold reserves the right to accept or reject any bid submitted.

Resolution 2022:201 Refund Escrow

WHEREAS, Richard Bigelow of Bigelow Brothers submitted an escrow of \$700.00 for 437 E. Maple Avenue., and

WHEREAS, the work was performed with a satisfactory inspection for the street opening permit, and

WHEREAS, the applicant has requested a refund of the \$700 escrow fee.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that the amount of \$700.00 escrow be refunded to Richard Bigelow of Bigelow Brothers as the job was been completed and inspected.

Resolution 2022:202 Authorize Agreement with Camden County for Natural Gas

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration, and

WHEREAS, the County of Camden hereinafter referred to as the Lead Agency has offered voluntary participation in a Cooperative Pricing System under the South Jersey Power Cooperative E8802 for the supply and delivery of Natural Gas for a term of 12 months commencing December 1, 2022 through November 30, 2023, and

WHEREAS, the lowest bidder for bid Bid A-44/2022 is with Direct Energy Business Marketing, LLC, 194 Wood Avenue South, Second Floor, Iselin, New Jersey 08830 for Bid Groups 1A, and

WHEREAS, the lowest bidder for bid Bid A-44/2022 is with UGI Energy Services, 1 Meridian Boulevard, Suite 2C01, Wyomissing, Pennsylvania 19610 for Bid Groups 3A, 4A & 5A, and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Lindenwold as follows:

1. This resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Lindenwold.

2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5) the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

3. The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) and all other provisions of the revised statutes of the State of New Jersey.

4. This resolution shall take effect immediately upon passage.

Resolution 2022:203 Cancel Outstanding Checks(over 1 year)

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that the following outstanding checks be cancelled:

Republic Bank

Check Date	Check #	Amount	Payee
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Sewer Utility - #1365002

8/11/21	8635	\$69.42	Barton Supply
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General Account - #1364979

12/09/2020	42814	\$4,166.63	Kennedy Health - EMS
8/11/2021	43552	\$1,338.84	United Electric Supply

Resolution 2022:204 Chapt. 159 FY22 Law Enforcement

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount, and

WHEREAS, the Borough of Lindenwold has received \$59,407.28 from the 2022 FY22 Law Enforcement Agency De-Escalation Grants and wishes to amend its 2022 Budget to include this amount as a revenue

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Lindenwold hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$59,407.28 which is now available as a revenue from the Department of Justice, and

BE IT FURTHER RESOLVED that a like sum of \$59,407.28 and the same is hereby appropriated under the caption of:

2022 FY22 Law Enforcement Agency De-Escalation Grants –
Community Policing Development Solicitation

BE IT FURTHER RESOLVED that a copy of this resolution will be sent to the Director of Local Government Services for certification.

Resolution 2022:205 Chapt. 159 Supporting Law Enforcement Accreditation

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount, and

WHEREAS, the Borough of Lindenwold has received \$19,900.00 from the 2022 FY22 Supporting Law Enforcement Agencies in Seeking Accreditation and wishes to amend its 2022 Budget to include this amount as a revenue

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Lindenwold hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$19,900.00 which is now available as a revenue from the Department of Justice, and

BE IT FURTHER RESOLVED that a like sum of \$19,900.00 and the same is hereby appropriated under the caption of:

2022 FY22 Supporting Law Enforcement Agencies in Seeking Accreditation - Community Policing Development Solicitation

BE IT FURTHER RESOLVED that a copy of this resolution will be sent to the Director of Local Government Services for certification.

Resolution:206 Budget Transfers

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that the following transfers be made to the 2022 Budget in accordance with N.J.S 40A:4-58:

	<u>From</u>	<u>To</u>
<u>General Fund</u>		
Compliance OE	25,500.00	
Tax Collector S &W	10,000.00	
Telephone OE		5,500.00
Gasoline OE		10,000.00
Streets and Roads OE		15,000.00
Tax Assessor OE		5,000.00
Total	35,500.00	35,500.00

13. Best Practices Checklist

14. Engineer's Report

15. Open to Council

16. Open to Public

17. Open to Council

18. Adjournment

ORDINANCE CREATING A CHAPTER FOR THE SENIOR COMMUNITY CENTER RULES AND REGULATIONS AND AMEND CHAPTER 150, SECTION 26 OF THE CODE OF THE BOROUGH OF LINDENWOLD RELATING TO THE FEES

WHEREAS, the Municipal Governing Body of the Borough of Lindenwold wishes to ensure consistency in its provisions, and

WHEREAS, the Municipal Governing Body of the Borough of Lindenwold wishes to establish rules and regulations for the use of the Senior Community Center, and

WHEREAS, the Mayor and Governing Body has approved the recommendations to create a new chapter of the Code of the Borough of Lindenwold for the Senior Community Center and amend Chapter 150, Section 26 for fees as follows:

Lindenwold Senior Community Center Rules and Regulations

§ -1 Jurisdiction.

The Mayor and the Borough Council shall establish the policies and procedures to be used by the Borough of Lindenwold and amend them as needed from time to time. The Mayor and Borough Council, their agents,

assigns, and delegates have the discretion to require additional security, documentation, or insurance coverage for events.

§ -2 Requesting and reserving use of the Senior Community Center.

- A. Reservations for the use of the Lindenwold Senior Community Center shall be made in writing on the Senior Community Center Use Application Form ("the application") provided by the Borough for that purpose. In addition, the renter must execute the application and acknowledge that they (the renter) have received, read, and agree to abide by the terms and conditions set forth in the application, Center rules and regulations, and all Borough policies and procedures. The capacity of the Senior Community Center is 200 people.
- B. The renter must identify and provide the names, addresses, and contact information of all persons/entities requesting the rental reservation, the organization represented, and the specific nature of the proposed use for the rental reservation.
- C. Telephone inquiries are not binding and do not constitute a reservation.
- D. The Senior Community Center is available to rent from the hours of 8:00 a.m. to 10:00 p.m. All events shall conclude by 10:00 p.m. Events and clean-up must be finalized by 11:00 p.m. The length of the period to be rented shall not exceed 6 hours. This allows one hour to set up and one hour for clean up. Any extension of time must be by request to the Mayor and Council. The Senior Community Center is not available to rent on any Federal or State Holiday.
- E. The renter must be at least 25 years of age and must provide a government-issued photo ID at the time the application is submitted.
- F. A reservation will be considered complete only when the application has been signed by the renter and approved by the Mayor and Council or their designee, all fees have been paid in full, and all permits, licenses, insurance and other required documents have been submitted as required in this section.

§ -3 Senior Community Center guidelines.

- A. The Applicant agrees to abide by all terms of the Ordinance, and the Rules and Regulations as set forth herein. Applicant shall require all guests and visitors to abide by the terms of the Ordinance and the Rules and Regulations as set forth herein, as pertain to the use of the facility.
- B. The Applicant (Renter), and any individual members, shareholders, owners, principals, and/or agents thereof, shall be individually and personally responsible for all damages to the facility, in addition to all losses, causes of action, damages, claims for injuries, claims for bodily injury, and all other claims arising out of the rental Agreement, and/or the use of the facility, arising out of, caused, and/or incurred as a result of the applicant's use of the facility. The Applicant and all individual members, shareholders, owners, principals and/or agents thereof shall personally guarantee all obligations set forth in the Ordinance, and specifically agree to indemnify, defend, and hold the Borough of Lindenwold, including its elected and appointed officials, its agents, employees, and volunteers, harmless with respect to any and all claims arising from the Ordinance or use of the facility. The Applicant and all individual members, shareholders, owners, principals and/or agents thereof shall defend, indemnify, and hold the Borough of Lindenwold, including its elected and appointed officials, its agents, employees, and volunteers harmless, against all third party claims, demands, suits, losses, including all costs connected therewith, for any damages which may be asserted, claimed, or recovered against or from The Borough of Lindenwold, including its elected and appointed officials, its agents, employees, and volunteers, resulting or in any way arising from the use of the facility. The signatory below warrants, guarantees, and affirms that he/she/they have authority to enter into the rental agreement on behalf of the business entity and/or organization set forth below, and to bind all individual members, shareholders, principals,

agents and/or owners to the terms and obligations as set forth herein.

- C. The individual signing the Rental Application shall personally attend the referenced event, and shall remain on premises for the entirety of the event, until relieved by the Borough employee who shall close and secure the premises.
- D. The Applicant (Renter) may not sublease, assign, or otherwise transfer his/her/their right to use the facility to any other party.
- E. The Applicant (Renter) must use the facility for the purpose stated in the Rental Application ONLY, and no other purpose.
- F. The facility will be closed no later than 12:00 A.M.
- G. The Borough of Lindenwold reserves the right, at its discretion, to require Security Personnel for any affair, function or event. Security shall be required at the discretion of the Mayor and Council of the Borough of Lindenwold, depending upon factors including but not limited to prior usage by the applicant, the proposed use of the facility, any information leading mayor and council to reasonably conclude that maintaining Security on the premises is in the best interests of the Borough, and/or any other legitimate reason. Security shall consist of one off-duty Lindenwold Police Officer, who shall be present at the entirety of the event. The Security Officer-Off Duty Police Officer is authorized by the Applicant to both audio and video record the entirety of the event, and all occurrences that transpire therein, utilizing a vest camera, and any other recording equipment. The Applicant (Renter) shall pre-pay an hourly charge for Security in the amount of \$65.00, with a 4 (Four) Hour Minimum.
- H. All Fees and charges set forth herein are due and payable to the Borough of Lindenwold at least 30 days prior to the date of the scheduled event. All events must be scheduled with the Borough of Lindenwold at least 60 (Sixty) days in advance. Failure to pay all fees timely shall result in an immediate denial of the application.
- I. NO ALCOHOLIC BEVERAGES ARE PERMITTED IN, ON, AROUND, OR OUTSIDE OF THE PREMISES. THE CONSUMPTION, SALE, POSSESSION, OR USE OF ALCOHOLIC BEVERAGES WILL RESULT IN THE PROSECUTION OF CRIMINAL CHARGES AND/OR CIVIL PENALTIES AGAINST ALL RESPONSIBLE PARTIES TO THE FULLEST EXTENT OF THE LAW, AS WELL AS IMMEDIATE FORFEITURE OF ALL DEPOSITS.
- J. Lewd, lascivious, and illegal activities, including but not limited to exotic dancing, strip tease, wet t-shirt contests, lingerie parties, gambling, ect. are PROHIBITED AT THIS FACILITY. ANY VIOLATION WILL RESULT IN THE PROSECUTION OF CRIMINAL CHARGES AND/OR CIVIL PENALTIES AGAINST ALL RESPONSIBLE PARTIES TO THE FULLEST EXTENT OF THE LAW, AS WELL AS IMMEDIATE FORFEITURE OF ALL DEPOSITS.
- K. The Applicant (Renter) shall be solely responsible to properly set up and take down all tables, chairs, and other furniture used at the event.
- L. The Mayor and Borough Council shall have and retain the authority to make administrative decisions regarding each planned event on a case by case basis. This includes cancellation of an event.
- M. In the event damages, or costs to clean the facility, exceed the deposit, The Borough of Lindenwold shall send an invoice to the responsible party which shall be paid within 30 (Thirty) days of receipt. The invoice balance shall incur interest at 18% annum, until such time as paid in full. Applicant (Renter)

agrees to pay all costs incurred by the Borough as a result of collection of any outstanding balances incurred as a result of this application, including but not limited to all attorney's fees and costs of suit.

§ -4 Fees. (see Chapter 150, Section 26)

Reservations are not final until all fees have been paid in full and all required permits, licenses and other required documents have been submitted. Borough staff will notify the applicant if the reservation is incomplete and has not been finalized.

§ -5 Fee waivers.

- A. Community based organizations may request exemption from certain fees under these policies that are approved by Mayor and Borough Council. Community based organizations include but are not limited to churches, nonprofit organizations, charities, and community service organizations in addition to the license as stated below.
- B. These organizations must provide proof of insurance as stated in these policies and procedures.

§ -6 Insurance requirements.

- A. It is the responsibility of the renter to secure acceptable insurance coverage for his/her event. The renter shall provide and maintain general liability insurance in an amount not less than \$1,000,000. The Borough of Lindenwold must be named as an additional insured.
- B. The renter must provide a copy of the certificate of insurance naming the Borough as an additional insured. The policy shall remain in effect through the course of the application. Applicant may not cancel, modify, or otherwise amend the policy of insurance without written consent of the Borough of Lindenwold. Use of the Community Center, will be denied if satisfactory proof of the required insurance is not received at least 30 days prior to the event. A failure to submit the proper Insurance Certificate and/or Business Registration Certificate shall result in a denial of the application to use the facility.

§ -7 Licenses.

- A. The renter is required to obtain all required licenses. Use of the Community Center will be denied if satisfactory proof of licensure has not been received at least 30 days prior to the event. Non-Profit organizations must submit a 501©(3) in addition to the insurance requirement above. Businesses must provide Tax ID number in addition to the insurance requirement above.
- B. All caterers must be appropriately licensed.

§ -8 Senior Community Center maintenance.

- A. General cleanup of the inside and outside of the property is the renter's responsibility. The renter shall make sure all food, rental equipment, gifts, decorations, and trash are removed from the Community Center at the end of the event.
- B. Center staff will conduct a pre-event walkthrough with the renter. At this time Renter must note anything broken or in need of repair.
- C. All trash must be placed in designated trash receptacles.
- D. Center staff will conduct a post-event walkthrough with the renter. Failure to utilize the Center according to all policies, procedures, rules, and regulations determined by the Borough of Lindenwold will result in forfeiture of all or part of the security deposit.

E. Any and all damages to the property shall be the responsibility of the renter.

§ -9 Security requirements.

- A. Security personnel may be required for any affair, function, activity or event, at the discretion of the Mayor and Borough Council. Security personnel shall consist of off-duty Lindenwold Police personnel.
- B. The requirement for security shall be determined and scheduled by the Borough of Lindenwold in consultation with the Police Department's ranking officer.
- C. If required, security personnel shall be present throughout all affairs, functions, activities, or events.
- D. No firearms or weapons of any type shall be permitted at any affair, function, activity or event and are prohibited from the Community Center and Borough property.
- E. Borough staff have a right to enter and inspect all events while they are taking place.
- F. The cost of Security shall be the responsibility of the Renter, as set forth in this Ordinance.

§ -10 Cancellation

If the event is canceled thirty-one (31) days or more prior to the scheduled date, full payment will be refunded.

If the event is canceled thirty (30) days or less prior to the scheduled date, the applicant will forfeit the deposit.

The Borough of Lindenwold reserves the right to cancel or change any rental dates and times if needed. Applicant will be refunded the full cost of rental for the cancelled event, in the event the Borough cancels the event. The Borough does not assume responsibility for any additional costs, charges, or expenses to the applicant.

§ -11 Liquor Requirements.

NO ALCOHOLIC BEVERAGES ARE PERMITTED IN, ON, AROUND, OR OUTSIDE OF THE PREMISES. THE CONSUMPTION, SALE, POSSESSION, OR USE OF ALCOHOLIC BEVERAGES WILL RESULT IN THE PROSECUTION OF CRIMINAL CHARGES AND/OR CIVIL PENALTIES AGAINST ALL RESPONSIBLE PARTIES TO THE FULLEST EXTENT OF THE LAW, AS WELL AS IMMEDIATE FORFEITURE OF ALL DEPOSITS.

Fees. (see Chapter 150, Section 26)

Individual Resident

\$250.00 base fee and \$250.00 security deposit

Non Resident - Individual / Non-Profit Organization

\$550.00 base fee and \$250.00 security deposit

Non-Profit Community Organization

\$250.00 per use and \$250.00 security deposit

Business

\$550.00 Base fee and \$250.00 and security deposit

Base fee covers all events up to six (6) hours

Additional hours may be granted with permission from the Borough.

Opening/Closing Fees

A fee of \$50.00 shall be charged for any opening or closing of the facility, which shall occur between the hours of 4:30 P.M. to 12:00 A.M. weekdays, and \$125.00 for any weekend. Opening and Closing of the facility shall be chargeable as a separate fee for each.

Security

Security personnel may be required for any affair, function, activity or event, at the discretion of the Mayor and Borough Council. Security personnel shall consist of off-duty Lindenwold Police personnel at an additional fee of \$65.00 per hour with a 4(four) hour minimum.

Security deposit

Must be included at the time of application submission.

The Borough has up to and including five (5) business days after the event to assess the cleanliness of the Community Center. In the event that the Community Center is not clean according to the standards listed in the cleaning schedule, the Borough will notify the renter and the Security deposit will be forfeited. If the Community Center is clean upon inspection of the Borough employee, the security deposit will be returned within 30 days of the event.