

AGENDA  
COUNCIL BUSINESS MEETING  
March 8, 2023

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 2023:85 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 for Council Meeting and Executive Session February 8, 2023.

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. Second Reading Ordinance 2023-01 Amend Chapter 75 Animals and Chapter 150 Fee Schedule for Dangerous Dogs

10. Second Reading Ordinance 2023-02 Amend Chapter 250, Article II Rental Inspections and Chapter 150-42 Fees

11. Second Reading Ordinance 2023-03 Amend Chapter 150 Fee Schedule

12. Second Reading Ordinance 2023-04 Amend Chapter 34 Public Officials

13. 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 2023:86-90

Resolution 2022:86 Authorizing a Credit For Residential Rental Property Inspection Fees

**WHEREAS**, Ordinance 250 of the Borough of Lindenwold Code mandates Periodic Inspections of Residential Rental Properties to occur at least once each year; and

**WHEREAS**, the Borough of Lindenwold did not conduct periodic inspections at various Residential Rental Properties pursuant to Ordinance 250 in year 2022; and

**WHEREAS**, the Borough of Lindenwold acknowledges that the owners of the Residential Rental Properties should be provided with a credit where an inspection did not occur in 2022.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Borough Council of the Borough of Lindenwold, that the owner of any Residential Rental Property subject to an inspection pursuant to Ordinance 250 in year 2022, which paid an inspection fee for year 2022 and where an inspection was not conducted by the Borough pursuant to Ordinance, shall be afforded a credit against future inspection fees, in the amount of the inspection fee paid by the owner in 2022.

Resolution 2023:87 Authorizing A Grace Period For Mercantile Licenses

**WHEREAS**, Ordinance 199-21 Late Fees, provides that any Mercantile License not renewed on or before January 31 annually shall be subject to a late fee; and

**WHEREAS**, the Borough of Lindenwold believes it appropriate to delay the charging of Late Fees incurred pursuant to Ordinance 199-21 until March 1, 2023, for licenses renewed, or to be renewed, as required in Section 150 of the Borough Ordinances.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Borough Council of the Borough of Lindenwold, that Late Fees chargeable pursuant to Borough Ordinance 199-21 shall be held in abeyance, and such late fees shall be chargeable commencing March 1, 2023, for any license as required pursuant to Subsection 150 of the Borough Ordinances.

Resolution 2023:88 To Cancel Unexpended 2022 Budget Appropriation Balance

**WHEREAS**, the following 2022 Current Fund budget appropriation balance remained unexpended as of December 31, 2022: **Liquidation of Tax Title Liens – Other Expenses - \$102,952.43**

**WHEREAS**, it is necessary to formally cancel said balance so that the unexpended balance may be credited to Surplus as of December 31, 2022;

**NOW THEREFORE, BE IT RESOLVED**, by the council of the Borough of Lindenwold, that the above listed unexpended balances of the Current Fund be canceled.

Resolution 2023:89 Refund Escrow

**WHEREAS**, Mark Romond of 529 Tenth Avenue submitted an escrow of \$700.00 for 308 Fifth 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 Mark Romond as the job was been completed and inspected.

Resolution 2023:90 Authorizing Execution of A Treatment Works Approval Application and Related Documents for the Pump Station #6 Emergency Repairs Project

**WHEREAS**, the BOROUGH OF LINDENWOLD has determined that it is in the BOROUGH's best interest to upgrade Pump Station #6 by replacing the existing failing pumps and pump controls under an emergency contract. Also, included in this project is the rehabilitation of the wet well with epoxy coating, elimination of the dry well, installation of new discharge piping and electrical conduit and removal and replacement of concrete slabs, and removal and replacement of fencing and gate; and

**WHEREAS**, the New Jersey Department of Environmental Protection requires endorsement by the BOROUGH OF LINDENWOLD for a TWA, as permittee,

**NOW, THEREFORE, BE IT RESOLVED** by the BOROUGH OF LINDENWOLD that its Borough Engineer, Glenn J. Hanson, PE is hereby authorized, on behalf of the BOROUGH OF LINDENWOLD, to endorse the appropriate sections of the Treatment Works Approval application and related documents for the above referenced.

14. Engineer's Report

15. Open to Council

16. Open to Public

17. Open to Council

18. Adjournment

ORDINANCE 2023-01

An Ordinance Amending Chapter 75 Article VI for Vicious or Dangerous Animals of the Borough of Lindenwold Codes

WHEREAS, the municipal governing body of the Borough of Lindenwold wishes to ensure consistency in its provisions, and

WHEREAS, Municipalities are required to follow N.J.S.A. 4:19-35 regulations for animals declared to be dangerous by the Municipal court, and

WHEREAS, after a careful review of the Lindenwold Codes, an amendment is needed to comply with N.J.S.A. 4:19-36.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the municipal governing body of the Borough of Lindenwold, that section below be amended as follows:

Chapter §75-31 Dangerous and/or Vicious Animals

Any dog which has attacked or bitten any human being or which habitually attacks other dogs or domestic animals shall be deemed to be vicious dog for the purpose of this section. An appropriate Borough official shall receive and investigate complaints against dogs, and when any dog complained against is deemed to be a vicious dog, an appropriate Borough official shall report the facts to the Municipal Judge, who shall cause the owner or person harboring such dog to be notified, in writing, of the complaint against such dog and to appear before him at a stated time and place. At the time set for such hearing, the Judge shall inquire into the facts and give all interested persons an opportunity to be heard under oath and to be represented by counsel. The Judge shall decide in accordance with the evidence before him, and, if he decides that such dog complained of is a vicious dog, notice of such decision shall be given to the owner or person harboring such dog following the regulations as listed in N.J.S.A. 4:19-36.

This ordinance shall take effect upon proper passage and publication according to law.

ORDINANCE 2023-02

AN ORDINANCE AMENDING CHAPTER 250, ARTICLE II RENTAL PROPERTY INSPECTION OF THE EXISTING CODE OF THE BOROUGH LINDENWOLD

WHEREAS, the municipal governing body of the Borough of Lindenwold wishes to ensure consistency in its provisions, and

WHEREAS, the Borough of Lindenwold has reviewed Chapter 250, Article II for Rental Property Inspection, and

WHEREAS, a clarification is required regarding the assessment of a municipal lien for Rental Property Inspection to be added to Section 250-17 Violations and penalties as follows:

**§ 250-4 Inspection application forms; filing; contents.**

Without in any way intending to infringe upon the requirements of N.J.S.A. 46:8-28, all rental units and rental facilities shall be inspected, as provided herein. Every owner shall file with the Borough Clerk or designee of the Borough of Lindenwold, or such other person as designated by the Borough Council, an inspection application form for each unit contained within a building or structure, and for each rental facility on a form as proscribed by the Construction Official. The owner of a rental unit or rental facility, as defined herein, shall file the inspection application within 30 days of the purchase and/or taking of ownership of the rental unit or rental facility.

**250-7 Periodic inspections.**

**D. Unsatisfactory inspection.** In the event that the inspection(s) of a rental unit does not result in a satisfactory inspection, a certificate of inspection shall not be issued, and the owner of the property or his agent shall not lease or rent such property, nor shall any tenant occupy the property, until the necessary corrections have been made to bring the property and rental unit into compliance with the applicable code, and the property is thereafter subsequently inspected. The results of the Inspection shall be furnished to the owner of the rental unit or facility within Fifteen (15) Days of the date of the Inspection. In the event that the property is occupied when such conditions are discovered, all such corrections shall be made within 30 days, unless the nature of the deficiency and the applicable law upon which the inspection is made mandates a shorter time for repairs, in which event the shorter time shall govern. In the event that the conditions are not corrected within the thirty-day time period, or sooner where required, the owner shall be deemed in violation of this article, and, every day that the violation continues shall constitute a separate and distinct violation, subject to the penalty provisions of this chapter. The owner, however, shall be permitted to apply for an extension of time to make repairs or corrections so as to comply with this article, for good cause shown. Where the applicable law upon which the inspection is made mandates that the property be vacated, the owner or its agent shall cause the rental unit to be vacated and any such failure to do so shall be a violation of this chapter. Chapter **248**, Relocation Assistance, shall also apply to any removal of a tenant due to a violation of this chapter.

**E. Notifications**

1. **Notice.** The Borough of Lindenwold shall provide written notice of the date(s) and time(s) for the inspection(s) required herein to the owner of the rental unit or rental facility, by personal service on any one of the following: to the owner at the property subject of the inspection; to the on-site management office of any multi-family residential rental dwelling, or to the owner at the property address listed for service on the inspection application. In lieu of personal service, the Borough may notice the owner by forwarding the notice of inspection(s) by both regular mail and certified mail, return receipt requested, to any one of the following: to the owner at the property subject of the inspection; to the management office on record as managing any multi-family residential rental dwelling, or to the owner at the property address listed for service on the inspection application. All Notices of Inspection shall be forwarded by the Borough on or before January 15 of each inspection year.

2. **Cancellation And Rescheduling Inspections.** The owner of a rental unit or rental facility shall notify the Borough Code Enforcement Office in writing at least Forty-Five (45) days prior to the scheduled inspection of their inability to accommodate the date(s) and time(s) of the inspection(s) and request the inspection be rescheduled. In the event the owner fails to notify the Borough Code Enforcement Office of the need to reschedule the inspection(s) within the Forty-Five day period, the inspections shall proceed as scheduled by the Borough. The owner shall contact the Borough Code Enforcement Office, upon a request to have the inspection(s) rescheduled, and attempt to negotiate a mutually convenient date(s) and time(s) to reschedule the inspection(s). The owner shall be permitted to reschedule an inspection for a unit or facility only once in an inspection year.

In the event the Borough is required to reschedule the inspection(s), the Borough will provide the owner at least Fifteen (15) day's notice of the cancellation, using the notice provisions as required in this chapter. The Borough shall contact the owner upon cancellation of the inspections(s) by the Borough, and attempt to reschedule the Inspections(s) to a mutually convenient date(s) and time(s). In the event of cancellation by the Borough, a Notice rescheduling the inspections(s) shall issue from the Borough within Ten (10) days of the cancellation, setting forth the new date(s) and time(s) for the inspection(s)."

**§ 250-8 Access for inspections; repairs.**

**D.** In the event the owner or occupant of a unit or facility subject to inspection under this ordinance fails to provide access for the inspection, or otherwise refuses access to the unit or facility, the owner shall be deemed in violation of this Ordinance. The Borough may charge a fee to the owner (see Chapter 150-42 Fee Schedule)

not to exceed \$50.00, for each unit for which the owner or occupant fails to provide access to the property for a scheduled inspection. In the event access to the property is denied as a result of the action or inaction of the occupant, the owner may charge the occupant for reimbursement of the fee. The fees chargeable under this provision shall be in addition to the fees permitted in Section 250-11 of this Ordinance and Chapter 150-42 Fee Schedule. The Borough shall provide the owner with notice of all fees assessed pursuant to this Section within Five (5) days of the violation, consistent with the Notice provisions of Section 250 E(1). All such fees assessed pursuant to this section shall be paid by the owner within Thirty (30) days of the owner's receipt. Failure by the owner to pay the fees timely shall subject the owner to a revocation of the certificate of inspection and resulting penalties as set forth in Section 250-14."

**E.** In the event an Inspection as required in this Section is rescheduled as a result of a prior failure to provide access to the property, and the owner or occupant of a unit or facility subject to inspection under this ordinance fails to provide access for the rescheduled inspection, or otherwise refuses access to the unit or facility at the time of the rescheduled inspection, the property shall be deemed to have failed the Inspection.

This ordinance shall take effect upon proper passage and publication according to law.

#### ORDINANCE 2023-03

#### An Ordinance Amending Chapter 150 of the Borough of Lindenwold Fee Schedule

WHEREAS, the municipal governing body of the Borough of Lindenwold wishes to ensure consistency in its provisions, and

WHEREAS, an update in the fee schedule has been recommended for the efficiency of the functions for the Borough of Lindenwold.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the municipal governing body of the Borough of Lindenwold, as follows:

#### § 150-2 Documents, records and reports.

##### Service, License or Permit Provided

Borough Clerk

Notary fee

\$ 2.50

Certified copies of marriage, death, birth and domestic partnerships

\$25.00 for first copy each add'l copy  
\$2.00

##### Police Department

Copies of police report (mailed) MV Crash Reports – PER NJSA 39:4-131

\$5.00 1st 3 pages,  
\$1.00 per page thereafter

Copies of police report (picked up) PER OPRA Fee Schedule

\$ .05 per page letter size  
\$ .07 per legal size

Permit to purchase handgun PER Bill A4769

\$25.00

Firearm purchaser's identification card PER Bill A4769

\$50.00

Firearm PERMIT TO CARRY PER Bill A4769

\$150.00

(Borough of Lindenwold / \$50 State of NJ Treasurer)

#### § 150-7 Dogs and other animals.

Adding:

H. Fee for registering dangerous/vicious animal(red tag w/town #156) \$500

#### § 150-11 Alcoholic beverages.

Type	Fee
Alcoholic beverages licenses and fees (per year):	
Plenary retail consumption license	\$2,400
Plenary retail distribution license	\$2,400
Seasonal retail consumption license	\$2,400

§ 150-42 Rental inspection.

E. Failure to Provide Access

Owner to be charged a fee not to exceed \$50.00, for each unit for which the owner or occupant fails to provide access to the property for a scheduled inspection (additional fee to those listed as per Chapter 250)

Ordinance 2023-04 Amend Chapter 34 to Add Article XXV

WHEREAS, the municipal governing body of the Borough of Lindenwold wishes to ensure consistency in its provisions, and

WHEREAS, the Borough of Lindenwold has reviewed Chapter 34 regarding Officers, Employees, and Elected Officials, and

WHEREAS, a recommendation to review ordinances passed within Camden County as well as the New Jersey State Statutes regarding indemnification was conducted, and

WHEREAS, there is a need to incorporate this policy for Borough officers, employees, and elected officials as stated below:

Chapter 34 Officers, Employees, and Elected Officials

Article XXV

[§ 34-1 Legislative intent.](#)

It is the legislative intent of the Borough of Lindenwold to indemnify all employees and appointed and elected officials of the Borough of Lindenwold from claims resulting from their appointment and service as officials of the Borough of Lindenwold in the course of their service, appointment, election or employment thereof as per N.J.S.A. 59:10-4.

[§ 34-2 Indemnification.](#)

The Borough of Lindenwold shall indemnify, defend, and hold harmless municipal employees and appointed and elected municipal officials for any claim made against them as a result of an alleged negligent act or omission, provided that said claim and/or alleged act or omission occurred or accrued during the course of their term of office or employment with the Borough of Lindenwold, and arose out of and is directly related to the official or employee's lawful exercise of authority in the furtherance of their official duties with the Borough of Lindenwold.

[§ 34-3 Payment of claims by Township; defense.](#)

The Borough of Lindenwold shall pay on behalf of the aforesaid and hereinbelow defined municipal employees and/or officials for all losses which said officials and/or employees shall be legally obligated to pay for any civil claim made against them as a result of a negligent act or omission, provided that the claim is made for an occurrence or claim which occurred or accrued during the period of their appointment and/or employment with the Borough of Lindenwold. In the event that a civil lawsuit is filed against said official and/or employee, legal counsel shall be retained by the Borough at no expense to the said employee and/or official.

[§ 34-4 Additional indemnification.](#)

The Borough of Lindenwold shall indemnify and pay any loss arising from any civil claim resulting from a negligent act or omission, made against the estate, heirs, legal representatives or assigns of any municipal employee or public official who are acting in the aforesaid capacity at the time of their appointment or employment with the Borough of Lindenwold.

[§ 34-5 Definitions.](#)

As used in this chapter, the following terms shall have the meanings indicated:

**MUNICIPAL OFFICIAL and MUNICIPAL EMPLOYEE**

Those persons appointed or employed by the Borough of Lindenwold, including any board, commission or unit of the Borough of Lindenwold, which is defined below. "Municipal employee" or "municipal official" shall not mean and does not apply to any person working on a retainer or contractual agreement generally known as an "independent contractor."

**PUBLIC OFFICIAL and PUBLIC EMPLOYEE**

All persons who were, now are or shall be lawfully elected or lawfully appointed members of the Borough of Lindenwold, including any board, commission or authority of the Borough of Lindenwold, and shall include such members of such commissions, boards or other units operated by and under the jurisdiction of such governing body and within an appointed total operating budget, including but not limited to the Joint Land Use Board, Lindenwold Park and Recreation Commission, Lindenwold Library Advisory Board, Lindenwold Emergency Management Committee or any future Lindenwold commission.

**WRONGFUL ACTS**

Any error, negligent act or omission, neglect, or unintentional breach of duty, by a municipal employee or official, acting in their capacity as a public official or employee of the Borough of Lindenwold, and which arose out of and is directly related to the official or employee's lawful exercise of authority in the furtherance of their official duties.

**§ 34-6 Indemnification in criminal matters.**

In the event that a Borough employee or official, as defined in § 34-5 above, is indicted or otherwise charged with a criminal or quasi-criminal offense, and in the further event that said individual is acquitted or, in the alternative, if the charges are dropped or dismissed with prejudice by the prosecuting authority, then and only in these two events shall the Borough of Lindenwold indemnify said individual for legal fees in defending the criminal action and accrued back salary owed to the individual by virtue of a suspension, if applicable. This section creating indemnification shall only apply in those criminal or quasi-criminal matters which arise out of or occur in the course of the municipal employee's or official's appointment with the Borough of Lindenwold. In the event that any criminal or quasi-criminal charge is filed against said municipal official or municipal employee, as defined in § 34-5, which do not arise out of the employment or appointment with the Borough of Lindenwold, no indemnification coverage will be issued by the Borough of Lindenwold.

**§ 34-7 Exclusions.**

The provisions of this Section shall not apply in the following circumstances:

- a. For any action, disciplinary proceeding, or other legal proceeding brought, prosecuted, and or initiated by the Borough of Lindenwold against the official or employee.
- b. Where there has been a finding by a trier of fact in any civil or criminal proceeding, that the employee or official has committed an act of fraud, acted with malice, or otherwise engaged in willful misconduct.
- c. Where the official or employee is determined to have violated any provision of the Local Government Code of Ethics, N.J.S.A. 40A:9-22.5.
- d. Where the action or legal proceeding does not arise out of the official or employee's lawful exercise of authority in the furtherance of their official duties.
- e. Where any insurance coverage is available for payment or defense of the claim.
- f. For any judgment for punitive or exemplary damages unless the governing body first determines that the official or employee's actions did not constitute actual fraud, actual malice, gross misconduct, or an intentional tort.
- g. In the event an official or employee engages an attorney without the prior approval of the Borough, all attorney fees and costs so incurred shall be the sole responsibility of that official or employee.

This ordinance shall take effect upon proper passage and publication according to law.