

Mayor Roach called the meeting to order.

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.

Flag Salute

Roll Call of Council Members Present: DiDomenico, Hess, Lenkowski, Patton, Sinon, and Mayor Roach.

Excused absence: President Randolph-Sharpe

Resolution 2022:207 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, Personnel, Professional Services, and Fire Election Motion was made by Councilman Lenkowski, second by Councilman DiDomenico to go into executive session. Voice vote was unanimous in the affirmative. Motion carried.
Motion was made by Councilwoman Sinon, second by Councilwoman Hess to go out of executive session. Voice vote was unanimous in the affirmative. Motion carried.

Motion was made by Councilman DiDomenico, second by Councilwoman Hess that the Council Meeting and Executive Session for November 9, 2022 be adopted as presented. Roll call vote was in the affirmative with Councilman Lenkowski voting against and Councilwoman Patton abstaining. Motion carried.

Motion was made by Councilman DiDomenico, second by Councilwoman Hess that all bills that have been properly audited be approved for payment. Roll call vote was unanimous in the affirmative. Motion carried.

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 | \$4,797,624.69 |
| b. Sewer Report | \$ 59,790.36 |
| c. Treasurer's Report | \$ 49,872.73 |

Second Reading Ordinance 2022-14 Senior Citizen Building

Mayor Roach opened the meeting to the public. Trevor Shaw questioned the fee structure based on Lindenwold demographics. There being no one else desiring the floor, the Mayor closed the meeting to the public.

Motion was made by Councilman DiDomenico, second by Councilwoman Hess that Ordinance 2022-14 be adopted as read on second reading. Roll call vote was in the affirmative with Councilman Lenkowski voting against and Councilwoman Patton abstaining. Motion carried.

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, which shall not be exceeded during the use of the facility.

- 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.

The Applicant agrees to abide by all terms of the Rental Agreement, and the Rules and Regulations as set forth herein. Applicant shall require all guests and visitors to abide by the terms of the Agreement and the Rules and Regulations as set forth herein, as pertain to the use of the facility.

The Applicant (Renter), and any individual members, shareholders, owners, principals, and/or agents thereof, shall be individually and personally responsible and liable 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 agreement, 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 Agreement 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 to the Rental Agreement/Application 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 therein.

The individual signing the Rental Agreement 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.

The Applicant (Renter) may not sublease, assign, or otherwise transfer his/her/their right to use the facility to any other party.

The Applicant (Renter) must use the facility for the purpose stated in the Rental Agreement ONLY, and no other purpose.

The facility will be closed no later than 11:00 P.M.

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.

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.

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.

The Applicant (Renter) shall be solely responsible to properly set up and take down all tables, chairs, and other furniture used at the event.

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.

L. 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 Agreement, including but not limited to all attorney's fees and costs of suit.

§ -4 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 agreement. 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.

§ -5 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.

§ -6 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. Borough 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.

§ -7 Security requirements.

A. Security personnel shall be required for any affair, function, activity, event, or use of the facility.

B. 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.

C. The security shall be scheduled by the Borough of Lindenwold in consultation with the Police Department's ranking officer and shall be present throughout the entirety of all affairs, functions, activities, events, and use of the facility.

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, with the exception of Borough Police personnel.

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.

§ -8 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.

Sec. 9 Fees. (see Chapter 150, Section 26)

Individual Resident

\$650.00 base fee and \$650.00 security deposit

Non Resident - Individual / Non-Profit Organization \$650.00 base fee and \$650.00 security deposit

Non-Profit Community Organization \$650.00 per use and \$650.00 security deposit

Businesses \$650.00 Base fee and \$650.00 and security deposit

Base fee covers all events up to six (6) hours/Finalization of Application

Additional hours may be granted with permission from the Borough. 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.

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.

Second Reading Ordinance 2022-15 Amending Chapter 52 Regulating Police Salaries

Mayor Roach opened the meeting to the public. There being no one desiring the floor, the Mayor closed the meeting to the public.

Motion was made by Councilman DiDomenico, second by Councilman Lenkowski that Ordinance 2022-15 be adopted as read on second reading. Roll call vote was unanimous in the affirmative. Motion carried.

An Ordinance Amending Chapter 52 Regulating The Salaries Of The Employees Of Lindenwold Police Bargaining Unit Of The Borough Of Lindenwold, County Of Camden And State Of New Jersey

BE IT ORDAINED by the Mayor and Borough Council of the Borough of Lindenwold, County of Camden and State of New Jersey as follows:

SECTION 1. The following salaries shall be paid at the time designated to the employees of Lindenwold Police Bargaining Unit of the Borough of Lindenwold, County of Camden and State of New Jersey while in the employ of the Borough of Lindenwold, who hold or are appointed to the positions enumerated below commencing January 1, 2023 and subsequent years thereafter stated:

Patrolman 2023 - 2027 Salary Schedule (A)						Patrolman 2023-2027 Salary Schedule (B)					
3%						3.0%					
Step	2023	2024	2025	2026	2027	Step	2023	2024	2025	2026	2027
1	\$51,441	\$52,985	\$54,574	\$56,211	\$57,898	1	\$ 51,441	\$ 52,985	\$ 54,574	\$ 56,211	\$ 57,898
2	\$64,775	\$66,718	\$68,719	\$70,781	\$72,904	2	\$ 57,952	\$ 59,690	\$ 61,481	\$ 63,326	\$ 65,225
3	\$71,661	\$73,811	\$76,025	\$78,306	\$80,655	3	\$ 64,463	\$ 66,396	\$ 68,388	\$ 70,440	\$ 72,553
4	\$78,543	\$80,899	\$83,326	\$85,826	\$88,400	4	\$ 70,974	\$ 73,103	\$ 75,297	\$ 77,555	\$ 79,882
5	\$88,412	\$91,064	\$93,796	\$96,610	\$99,509	5	\$ 77,483	\$ 79,807	\$ 82,201	\$ 84,668	\$ 87,208
6	\$106,630	\$109,829	\$113,123	\$116,517	\$120,013	6	\$ 83,993	\$ 86,513	\$ 89,109	\$ 91,782	\$ 94,535
7	\$106,630	\$109,829	\$113,123	\$116,517	\$120,013	7	\$ 90,504	\$ 93,219	\$ 96,016	\$ 98,896	\$ 101,863
8	\$106,630	\$109,829	\$113,123	\$116,517	\$120,013	8	\$ 97,074	\$ 99,987	\$ 102,986	\$ 106,076	\$ 109,258
9	\$106,630	\$109,829	\$113,123	\$116,517	\$120,013	9	\$ 100,402	\$ 103,414	\$ 106,517	\$ 109,712	\$ 113,004
10	\$106,630	\$109,829	\$113,123	\$116,517	\$120,013	10	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
11	\$107,666	\$110,896	\$114,223	\$117,649	\$121,179	11	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
12	\$107,666	\$110,896	\$114,223	\$117,649	\$121,179	12	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
13	\$107,666	\$110,896	\$114,223	\$117,649	\$121,179	13	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
14	\$107,666	\$110,896	\$114,223	\$117,649	\$121,179	14	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
15	\$107,666	\$110,896	\$114,223	\$117,649	\$121,179	15	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
16	\$108,700	\$111,961	\$115,320	\$118,779	\$122,343	16	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
17	\$108,700	\$111,961	\$115,320	\$118,779	\$122,343	17	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
18	\$108,700	\$111,961	\$115,320	\$118,779	\$122,343	18	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
19	\$108,700	\$111,961	\$115,320	\$118,779	\$122,343	19	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
20	\$108,700	\$111,961	\$115,320	\$118,779	\$122,343	20	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
21	\$109,736	\$113,028	\$116,419	\$119,912	\$123,509	21	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
22	\$109,736	\$113,028	\$116,419	\$119,912	\$123,509	22	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
23	\$109,736	\$113,028	\$116,419	\$119,912	\$123,509	23	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
24	\$109,736	\$113,028	\$116,419	\$119,912	\$123,509	24	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004
25	\$109,736	\$113,028	\$116,419	\$119,912	\$123,509	25	\$ 102,402	\$ 105,414	\$ 108,517	\$ 111,712	\$ 115,004

Sergeant 2023 - 2027 Salary						Lieutenant 2023 - 2027 Salary					
3%						3%					
Step	2023	2024	2025	2026	2027	Step	2023	2024	2025	2026	2027
1						1					
2						2					
3						3					
4	\$115,095.29	\$118,548.15	\$122,104.59	\$125,767.73	\$129,540.76	4					
5	\$118,548.88	\$122,105.35	\$125,768.51	\$129,541.56	\$133,427.81	5					
6	\$118,548.88	\$122,105.35	\$125,768.51	\$129,541.56	\$133,427.81	6	\$130,468.04	\$134,382.08	\$138,413.54	\$142,565.95	\$146,842.93
7	\$118,548.88	\$122,105.35	\$125,768.51	\$129,541.56	\$133,427.81	7	\$130,468.04	\$134,382.08	\$138,413.54	\$142,565.95	\$146,842.93
8	\$118,548.88	\$122,105.35	\$125,768.51	\$129,541.56	\$133,427.81	8	\$130,468.04	\$134,382.08	\$138,413.54	\$142,565.95	\$146,842.93
9	\$118,548.88	\$122,105.35	\$125,768.51	\$129,541.56	\$133,427.81	9	\$130,468.04	\$134,382.08	\$138,413.54	\$142,565.95	\$146,842.93
10	\$118,548.88	\$122,105.35	\$125,768.51	\$129,541.56	\$133,427.81	10	\$130,468.04	\$134,382.08	\$138,413.54	\$142,565.95	\$146,842.93
11	\$119,699.39	\$123,290.37	\$126,989.08	\$130,798.76	\$134,722.72	11	\$131,734.94	\$135,686.99	\$139,757.60	\$143,950.33	\$146,842.93
12	\$119,699.39	\$123,290.37	\$126,989.08	\$130,798.76	\$134,722.72	12	\$131,734.94	\$135,686.99	\$139,757.60	\$143,950.33	\$146,842.93
13	\$119,699.39	\$123,290.37	\$126,989.08	\$130,798.76	\$134,722.72	13	\$131,734.94	\$135,686.99	\$139,757.60	\$143,950.33	\$148,268.84
14	\$119,699.39	\$123,290.37	\$126,989.08	\$130,798.76	\$134,722.72	14	\$131,734.94	\$135,686.99	\$139,757.60	\$143,950.33	\$148,268.84
15	\$119,699.39	\$123,290.37	\$126,989.08	\$130,798.76	\$134,722.72	15	\$131,734.94	\$135,686.99	\$139,757.60	\$143,950.33	\$148,268.84
16	\$120,849.90	\$124,475.40	\$128,209.66	\$132,055.95	\$136,017.63	16	\$133,000.81	\$136,990.83	\$141,100.56	\$145,333.58	\$148,268.84
17	\$120,849.90	\$124,475.40	\$128,209.66	\$132,055.95	\$136,017.63	17	\$133,000.81	\$136,990.83	\$141,100.56	\$145,333.58	\$148,268.84
18	\$120,849.90	\$124,475.40	\$128,209.66	\$132,055.95	\$136,017.63	18	\$133,000.81	\$136,990.83	\$141,100.56	\$145,333.58	\$149,693.58
19	\$120,849.90	\$124,475.40	\$128,209.66	\$132,055.95	\$136,017.63	19	\$133,000.81	\$136,990.83	\$141,100.56	\$145,333.58	\$149,693.58
20	\$120,849.90	\$124,475.40	\$128,209.66	\$132,055.95	\$136,017.63	20	\$133,000.81	\$136,990.83	\$141,100.56	\$145,333.58	\$149,693.58
21	\$122,001.44	\$125,661.48	\$129,431.33	\$133,314.27	\$137,313.70	21	\$134,267.71	\$138,295.74	\$142,444.61	\$146,717.95	\$149,693.58
22	\$122,001.44	\$125,661.48	\$129,431.33	\$133,314.27	\$137,313.70	22	\$134,267.71	\$138,295.74	\$142,444.61	\$146,717.95	\$149,693.58
23	\$122,001.44	\$125,661.48	\$129,431.33	\$133,314.27	\$137,313.70	23	\$134,267.71	\$138,295.74	\$142,444.61	\$146,717.95	\$151,119.49
24	\$122,001.44	\$125,661.48	\$129,431.33	\$133,314.27	\$137,313.70	24	\$134,267.71	\$138,295.74	\$142,444.61	\$146,717.95	\$151,119.49
25	\$122,001.44	\$125,661.48	\$129,431.33	\$133,314.27	\$137,313.70	25	\$134,267.71	\$138,295.74	\$142,444.61	\$146,717.95	\$151,119.49

SECTION 2. The salaries and wages herein described and specified shall take effect January 1, 2023 and shall apply to all years subsequent therein, unless and until the same have been changed as specified and provided by law.

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.

Motion was made by Councilman DiDomenico, second by Councilwoman Hess that Resolution 2022:208-216 be adopted as read. Roll call vote was unanimous in the affirmative. Motion carried.

Resolution 2022:208 Authorizing The Appointment Of A Hearing Officer

WHEREAS, the Borough of Lindenwold has a need to acquire the services of a Hearing Officer for personnel matters, and

WHEREAS, the Borough has considered the credentials of Robert T. Zane, III, Esq. for the position of hearing officer, including his years of service as a municipal judge in various municipalities in Camden County, and experience in arbitrations, and

WHEREAS, the Borough considers Robert T. Zane, III, Esq. qualified to serve as a hearing officer for personnel matters; and

WHEREAS, the exact title of the appropriation to be charged is the Current Fund.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Lindenwold authorizes the Mayor and Borough Clerk to appoint Robert T. Zane, III, Esq. as a Hearing Officer, with a not to exceed amount of \$3,000.00

Resolution 2022:209 Refund Permit

WHEREAS, Sunrun Installation Services submitted a permit in the amount of \$349.60 for 2309 N. Cuthbert Dr., and

WHEREAS, this job was cancelled, and

WHEREAS, the applicant has requested a refund of the \$349.60 permit fee.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of

the Borough of Lindenwold that the amount of \$349.60 be refunded to Sunrun Installation Services as the job was cancelled.

Resolution 2022:210 Authorizing Settlement with Camden County Pertaining to Potential Litigation

WHEREAS, the County of Camden has filed litigation under Docket Number CAM-L-002843-22, seeking reimbursement from the Borough of Lindenwold concerning the hiring and employment of certain law enforcement personnel, and has otherwise notified the Borough of Lindenwold of potential litigation concerning reimbursement for certain other police personnel; and

WHEREAS, the County of Camden and the Borough of Lindenwold having negotiated a settlement of the litigation and potential claims; and

WHEREAS, the Borough of Lindenwold believes that it is in the best interests of the Borough to resolve the litigation and claims with the County of Camden, concerning issues of reimbursement arising out of N.J.S.A. 40A:14-178;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Borough Council of the Borough of Lindenwold, hereby authorize the pending litigation, and other claims for reimbursement for training of police personnel, to resolve with the County of Camden, whereby the Borough will pay Camden County the sum of \$6,615.31 to resolve all claims alleged in the litigation under Docket Number CAM-L-002843-22 as reimbursement for training costs for Officer Terrance Stephens; the sum of \$13,322.89 to resolve all claims alleged in the litigation under Docket Number CAM-L-002843-22 as reimbursement for training costs for Officer Alexander Plaza; the sum of \$13,953.45 to resolve all claims involving reimbursement for the training costs of Officer Tyler Glassman; and the sum of \$14,021.28_ to resolve all claims involving reimbursement for the training costs of Officer Justin Hofacker; consistent with reimbursement of police training costs as mandated in N.J.S.A. 40A:14-178.

Resolution 2022:211 Renew Liquor License

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that the following liquor licenses as listed below:

LICENSEE 2022-2023	NUMBER
Pocket Licensee	
Topica LLC	0422-33-009-005

Resolution 2022:212 Fire Commissioners Compensation

WHEREAS, N.J.S.A. 40A:14-88 provides that each member of the Board of Fire Commissioners shall receive as compensation such amounts as the Board shall fix, and

WHEREAS, N.J.S.A. 40A:14-88 further provides that the compensation so fixed shall be subject to review by the governing body wherein the Fire District is located, and

WHEREAS, the Governing Body of the Borough of Lindenwold has received Resolution 2022-27 passed by the Board of Fire Commissioners with the attached Schedule A with the 2023 Annual compensation.

THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that the Governing Body has reviewed and accepts the resolution and compensation as presented from the Lindenwold Board of Fire Commissioners.

Resolution 2022:213 2022 JAG Grant

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-4 et seq.) permits local units such as counties and municipalities to enter into agreements for the provision of joint services, and

WHEREAS, the Borough of Lindenwold was awarded the 2022 Justice Assistance Grant which is a shared service/inter-local services agreement, and

WHEREAS, the Business Administrator is hereby authorized to sign documents for the JAG Grant in the absence of the Mayor.

THEREFORE, BE IT RESOLVED by Mayor and Borough Council of the Borough of Lindenwold that the Police Department of the Borough of Lindenwold is hereby authorized to participate with Camden County in a collaborative effort with Camden City and Pennsauken Township in applying to the Bureau of Justice Assistance for Justice Assistance Grant. The amount for the Borough of Lindenwold is \$15,660.00.

Resolution 2022:214 Approve Raffle License for Lindenwold Moose Lodge

BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that Raffle License #RA661 be approved for Lindenwold Moose Lodge #548 for pull tab raffles during the year 2023 at 2425 S. White Horse Pike, Lindenwold.

Resolution 2022:215 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	47,000.00	
Sanitation S&W	30,000.00	
Tax Collector S &W	20,000.00	
Insurance – Group		75,000.00
Gasoline OE		5,000.00
Street & Roads – Vehicle Maintenance		10,000.00
Telephone		4,500.00
Parks & Playground S&W		2,500.00
Total	97,000.00	97,000.00

Resolution 2022:216 Refund Solar Permit

WHEREAS, SunnyMac LLC submitted a permit in the amount of \$782.40 for 830 Ashbourne Ave., and
WHEREAS, this job was cancelled, and

WHEREAS, the applicant has requested a refund of the \$782.40 permit fee.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that the amount of \$782.40 fee be refunded to SunnyMac LLC as the job was cancelled.

Resolution 2022:217 Hire Housing/Code Enforcement Clerk

Motion was made by Councilman DiDomenico, second by Councilwoman Hess that Resolution 2022:217 be adopted as read. Roll call vote was unanimous in the affirmative. Motion carried.

WHEREAS there is a need in the Construction Department to hire a Housing/Code Enforcement Clerk, and

WHEREAS, it is the procedure of the Borough of Lindenwold to hire employees by resolution.

WHEREAS, the Jessica Torres has been recommended to be hired after the successful completion of their pre-employment screening:

THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of Lindenwold that Jessica Torres be hired as the Housing/Code Enforcement Clerk starting on January 9, 2023 after successful completion of the employment screening.

Matthew Magill of Remington and Vernick presented the Engineer's Report including the notification for the 2023 grants. Engineers are preparing necessary documents for the Municipal Parking Lot in anticipation of a bid announcement.

Mayor Roach opened the meeting to Council

Councilman DiDomenico presented the November Police Report including 1,947 total calls for service. He congratulated Chief McCarthy on being accepted into the National Academy.

Councilwoman Hess presented the November Public Works report including 726 tons of trash collected and 88 tons of recycling. There were no accidents or injuries. The Sewer Department report included 70 calls for service. She wished everyone a Merry Christmas.

Councilman Lenkowski wished Councilman DiDomenico the best of luck and acknowledged his help. He updated the residents on a successful play at the High School. He wished everyone a Happy Holiday.

Councilwoman Patton presented the monthly Library report that included the circulation of materials, 248, and 116 people accessed the computers. She informed the residents of the Christmas craft still available for pick up. She commented on a wonderful turnout at the Christmas tree lighting on December 2.

Councilwoman Sinon started with the COVID update, which is still at the medium level in Camden County. Governor Murphy is encouraging everyone to be vaccinated for COVID and the flu. CDC is recommending masks indoors to help

fight the tripledemic, which is COVID, RSV and the flu. All illnesses attack the lungs. The symptoms are similar for all three. She wished everyone a great holiday.

Business Administrator added that we had a wonderful Christmas parade and tree lighting. She thanked the Fire Department for hosting the event and the Community Outreach Coordinator for a successful event. She also thanked the Police Department as well as the officer who volunteered at the last minute to assist. She acknowledged the contributions of Councilwoman Hess and thanked the community for all who viewed the parade along the route and at the library. Finally, she thanked Public Works, Scouts, School, and various Fire Departments who participated. She wished everyone a Merry Christmas and thanked Councilman DiDomenico for all his contributions over the years. Mayor Roach also added his appreciation for all who contributed to the success of the event.

Mayor Roach opened the meeting to the Public

Chief McCarthy recognized all the contributions made by Councilman DiDomenico with a presentation of a plaque. Also present were former Chief Brennan and Deputy Chief Cavallaro. Chief McCarthy spoke on behalf of the support from Mayor and Council, which benefits the entire community.

Diane Veteri, resident, questioned about the break ins in the Garden Lake section by a homeless person. In addition, she requested Lindenwold adopt a TNR program for the feral cats.

Trevor Shaw, resident, commented on the discount that surrounding towns offer for renting their community centers. He also commented on pedestrian deaths on the White Horse Pike and questioned if Council will be addressing. He added his appreciation for the parade and tree lighting.

There being no one else desiring the floor, the Mayor closed the meeting to the public.

Mayor Roach re-opened the meeting to Council.

Councilman Lenkowski stated action is being taken regarding the White Horse Pike and United States Ave.

Chief McCarthy responded to the resident regarding the break ins that the police department is aware of the situation and responding appropriately. He also responded regarding the traffic issues that are a national problem. Mayor Roach responded that White Horse Pike and Gibbsboro Road is currently under state review as well White Horse Pike and United States Ave.

Motion was made by Councilman DiDomenico, second by Councilman Lenkowski that the meeting be adjourned. Voice vote was unanimous in the affirmative. Motion carried.

DATED: February 8, 2023

Deborah C. Jackson, RMC
Borough Clerk