

BOROUGH OF RIDGEFIELD

A G E N D A

Work Session, Executive Session and Regular Meeting of the Mayor and Council

Date: May 28, 2013

Open Public Meetings Statement by Mayor Suarez

Work Session: 6:00 P.M. C.T.O.: Adjourn:

- Grant Hansen and James Orefice – Historical Artifacts

Mayor Suarez – Adjournment into closed Executive Session in accordance with the “Open Public Meetings Act”

Executive Session: 6:30 P.M. C.T.O.: Adjourn:

Public Session: 7:30 P.M. C.T.O.: Adjourn:

Pledge of Allegiance

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-WORK SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Severino		
Acosta		
Jimenez		
Penabad		
Shim		

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Severino		
Acosta		
Jimenez		
Penabad		
Shim		

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Severino		
Acosta		
Jimenez		
Penabad		
Shim		

As advertised, hearing will be held on Ordinance No. 2227 entitled, “AN ORDINANCE AMENDING SECTION 293-2, ENTITLED “OPEN SPACES”, FORMING A PART OF CHAPTER 293, ENTITLED “PARKS”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2228 entitled, "AN ORDINANCE AMENDING SECTION 190-26, ENTITLED "INSPECTION FEES", FORMING A PART OF CHAPTER 190, ENTITLED "FIRE PREVENTION CODE"

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2229 entitled, "AN ORDINANCE AMENDING ARTICLE 1 ENTITLED "REIMBURSEMENT FOR SPILL INCIDENTS" OF CHAPTER 222 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED "HAZARDOUS MATERIALS"

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2230 entitled, "AN ORDINANCE ESTABLISHING A PROCEDURE FOR RECOUPING THE COSTS OF PROVIDING EMERGENCY MEDICAL AND AMBULANCE TRANSPORT SERVICES"

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

176-2013	Councilman Jimenez	Reject Re-Bid ADA Bathroom and Field House at Meadowlands Field
177-2013	Councilman Jimenez	Cafeteria Plan
178-2013	Councilman Jimenez	Chapter 159-2013 Clean Communities Program
179-2013	Councilman Jimenez	Animal Control Services and Dog Census
180-2013	Councilman Castelli	Fireworks Contract
181-2013	Councilman Jimenez	Senior Housing Lease Agreement
182-2013	Councilman Jimenez	Authorize Payment to Sutphen
183-2013	Councilman Acosta	DPW Summer Help
184-2013	Councilman Castelli	Hire Additional Swim Pool Personnel

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

RESOLUTIONS:

185-2013 Councilman Jimenez Warrants

COMMENTS BY MAYOR:

COMMENTS BY COUNCILMEN:

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Mayor Suarez

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters:

- _____ Personnel matters in various departments of the Borough.
- _____ Pending and Potential Litigation
- _____ Tax Court Litigation.
- _____ Potential real estate transactions in which the Borough may engage.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning

- _____ Personnel matters
- _____ Potential real estate transactions shall be disclosed to the public.
- _____ And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated.

Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2227

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled,

“AN ORDINANCE AMENDING SECTION 293-2, ENTITLED “OPEN SPACES”, FORMING A PART OF CHAPTER 293, ENTITLED “PARKS”

introduced on the 13nd day of May, 2013, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 13, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2227

“AN ORDINANCE AMENDING SECTION 293-2, ENTITLED “OPEN SPACES”, FORMING
A PART OF CHAPTER 293, ENTITLED “PARKS”

WHEREAS, the Borough of Ridgefield has previously established an inventory of its open spaces and park facilities; and

WHEREAS, that inventory was incorporated into an ordinance which declared the Slocum Path Area, described as the area “between Shaler Boulevard and Abbott Avenue directly to south of Nature Center” excepting therefrom Block 904, Lot 1, to be a park; and

WHEREAS, the Borough has determined that there is a need for affordable senior citizen rental housing in the Borough; and

WHEREAS, the Borough has determined that part of the Slocum Path area, specifically Block 904, Lot, is not needed as a park area and is better utilized by the Borough for affordable senior citizen rental housing; and

WHEREAS, the Borough is committed to using that part of the area presently designated as the Slocum Path Area to be leased to the Bergen County Housing Authority for purposes of constructing affordable senior rental housing;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I.

Article 1 of Chapter 293 of the Code of the Borough of Ridgefield, entitled “Parks and Open Spaces”, be and hereby is amended as follows:

1. Section 293-2, of Article 1 of Chapter 293 of the Code of the Borough of Ridgefield, entitled “Open Spaces”, be and hereby is amended from changing the location description of the area identified as Slocum Path Area to read as follows:

Between Shaler Boulevard and Abbott Avenue directly to south of Nature Center, excepting therefrom Block 904, Lot 1.

Section II. In all respects, the terms and conditions of Section 293-2 are ratified and affirmed.

Section III. Repealer.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

Section IV. Severability.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section V. This Ordinance shall take effect immediately upon passage and publication according to law.

Section VI: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Castelli

ORDINANCE NO. 2228

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled,

“AN ORDINANCE AMENDING SECTION 190-26, ENTITLED “INSPECTION FEES”,
FORMING A PART OF CHAPTER 190, ENTITLED “FIRE PREVENTION CODE”

introduced on the 13nd day of May, 2013, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 13, 2013

Presented by Councilman Castelli

ORDINANCE NO. 2228

“AN ORDINANCE AMENDING SECTION 190-26, ENTITLED “INSPECTION FEES”,
FORMING A PART OF CHAPTER 190, ENTITLED “FIRE PREVENTION CODE”

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I.

Section 190-26 of Chapter 190 of the Code of the Borough of Ridgefield, entitled “Inspection Fees”, be deleted in its entirety and replaced with the following:

A. Residential structures:

- (1) One to two dwelling units, non-owner-occupied: \$50.
- (2) Three dwelling units: \$75.
- (3) Four to 10 dwelling units: \$100.
- (4) Eleven to 20 dwelling units: \$125.
- (5) Twenty-one to 30 dwelling units: \$150.
- (6) Thirty-one to 50 dwelling units: \$200.
- (7) Fifty-one and more dwelling units: \$225, plus \$35 for every 10 units above 51.

B. Commercial premises:

- (1) All businesses of Use Group B and S2 of greater than 75,000 square feet: \$800.
- (2) All businesses of Use Group B and S2 which are greater than 50,000 square feet but less than 75,000 square feet: \$700.
- (3) All businesses of Use Group B and S2 which are greater than 25,000 square feet but less than 50,000 square feet: \$600.
- (4) All businesses of Use Group B and S2 which are greater than 12,000 square feet but less than 25,000 square feet: \$500.
- (5) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are greater than 8,000 square feet but less than 12,000 square feet: \$400.
- (6) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are greater than 5,000 square feet but less than 8,000 square feet: \$250.
- (7) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are greater than 2,500 square feet but less than 5,000 square feet: \$125.
- (8) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are 400 square feet but less than 2,500 square feet: \$50.

(9) All businesses of Use Groups B, S1, S2, F1, F2, M and I which are less than 400 square feet: \$40.

Section II. In all respects, the terms and conditions of Chapter 190 are ratified and affirmed.

Section III. Repealer.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

Section IV. Severability.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section V. This Ordinance shall take effect immediately upon passage and publication according to law.

Section VI: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Castelli

ORDINANCE NO. 2229

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled,

“AN ORDINANCE AMENDING ARTICLE 1 ENTITLED “REIMBURSEMENT FOR SPILL INCIDENTS” OF CHAPTER 222 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED “HAZARDOUS MATERIALS”

introduced on the 13nd day of May, 2013, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
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Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 13, 2013

Presented by Councilman Castelli

ORDINANCE NO. 2229

“AN ORDINANCE AMENDING ARTICLE 1 ENTITLED “REIMBURSEMENT FOR SPILL INCIDENTS” OF CHAPTER 222 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED “HAZARDOUS MATERIALS”

WHEREAS, the Borough of Ridgefield has in place Article 1 of Chapter 222 which requires reimbursement to the Borough for the costs of having Borough personnel and equipment respond to hazardous spills; and

WHEREAS, the reimbursement rates currently provided in the ordinance are insufficient to fully reimburse the Borough for its costs;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I.

Section 222-4, subpart B, entitled “Vehicle and Personnel Charges”, be and hereby is amended by deleting the existing language of said section and replacing same with the following:

- B. Vehicle and Personnel Charges.
- (1) Use of police vehicles: \$125 per hour per vehicle.
 - (2) Use of police personnel: current rate per hour.
 - (3) Use of fire vehicles: \$125 per hour.
 - (4) Use of ambulance: \$125 per hour.
 - (5) Use of any Borough-paid personnel: current rate per hour.
 - (6) Use of Department of Public Works' vehicles: \$125 per hour.
 - (7) Mitigating service: \$125 flat rate.
 - (8) Use of Fire Department personnel: \$125 per hour.

Section II.

Section 222-6, entitled "Violations and Penalties", be and hereby is amended by deleting the existing language of said section and replacing same with the following:

Section 222-6. Violations and Penalties.

Any person, owner or company responsible for any fire, leak or spill of hazardous material who or which fails to reimburse the Borough of Ridgefield within the time set forth in this Article shall be subject to a fine of not less than one hundred dollars (\$100), nor more than one thousand dollars (\$1,000) per day or by imprisonment for a period of not more than six (6) months, or both.

Section III. Repealer.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

Section IV. Severability.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section V. This Ordinance shall take effect immediately upon passage and publication according to law.

Section VI: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2230

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled,

“AN ORDINANCE ESTABLISHING A PROCEDURE FOR RECOUPING THE COSTS OF PROVIDING EMERGENCY MEDICAL AND AMBULANCE TRANSPORT SERVICES”

introduced on the 13nd day of May, 2013, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 13, 2013

Presented by Councilman Jimenez

ORDINANCE NO. 2230

“AN ORDINANCE ESTABLISHING A PROCEDURE FOR RECOUPING THE COSTS OF PROVIDING EMERGENCY MEDICAL AND AMBULANCE TRANSPORT SERVICES”

WHEREAS, the Borough of Ridgefield presently provides, at the Borough’s sole cost and expense, a system for delivering emergency medical and ambulance transport services by employing paid community service officers and providing for supplies and equipment in connection therewith; and

WHEREAS, those services are now provided free of charge to persons needing emergency medical and ambulance transport services, both within and without the Borough of Ridgefield; and

WHEREAS, surrounding communities have begun to bill insurance carriers for the cost of these emergency medical and ambulance transport services; and

WHEREAS, the Borough of Ridgefield has determined that it must, to the extent it is able, recover the costs of these services so as to be able to continue providing same; and

WHEREAS, the Borough of Ridgefield now wishes, on behalf of its taxpayers, to authorize the collection of the cost for emergency medical and ambulance transport services through the adoption of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I.

There is hereby established a new chapter in the Code of the Borough of Ridgefield, to be denominated Chapter 27A, entitled “Emergency Services”, as follows:

Section 27A-1. Recognition of Services Provided.

The Borough hereby recognizes that it provides certain emergency medical and ambulance transport services to persons both within and without the Borough of Ridgefield at great cost and expense to the Borough of Ridgefield.

Section 27A-2. Authorization to Bill.

The Borough hereby determines that it should exercise the power and authority to charge for the emergency medical and ambulance transport services it provides, and to render bills in connection with the delivery of these services, to individuals receiving these services upon the terms and conditions set forth in this Ordinance.

Section 27A-3. Billing for Service.

The Borough hereby establishes the following regulations and provisions in connection with the delivery and billing for emergency medical and ambulance transport services:

a. No person requiring emergency medical services and/or ambulance transport services shall be denied services due to lack of insurance or ability to pay the appropriate charges.

b. The Borough shall obtain all necessary licenses from the New Jersey State Department of Health, or otherwise, and shall apply for a “provider number” from the Federal and State Medicare/Medicaid programs, and otherwise take such steps necessary to allow it to bill for the emergency medical and ambulance transport services.

c. All patients, whether or not a legal domiciliary of the Borough of Ridgefield and/or their financially responsible parties, insurers or carriers, will be billed for emergency medical and ambulance transport services provided by the Borough of Ridgefield according to a fee schedule established by the Mayor and Council of the Borough of Ridgefield. The Borough will bill only for emergency medical and ambulance transport services rendered by its paid CSO officers, and not by its volunteers.

d. A patient who receives emergency medical and ambulance transport services from the Borough of Ridgefield is obligated, at the time of service or as soon as practicable thereafter, to provide the Borough with all pertinent identification, insurance and/or payment information to facilitate the Borough’s billing of third-party payment sources for services rendered. The Borough may, at its option, and shall, where required by law, bill insurers or carriers on a patient’s behalf, accept payment on an assignment basis.

e. All patients who are not legally domiciled in the Borough of Ridgefield shall be liable for any co-payment or deductible amounts not satisfied by public or private insurance, and the Borough shall make reasonable collection efforts for all such balances according to the most current rules or regulations set forth by applicable Health Care Financing Administration Federal policies and regulations. The Borough may bill any applicable co-insurance carriers for such amounts. Exceptions include only those instances where the Borough has knowledge of a particular patient’s indigence or where the Borough has made a determination that the cost of billing and collecting such co-payments or deductibles exceeds or is disproportionate to the amounts to be collected.

f. The Borough shall not bill any individual legally domiciled in the Borough of Ridgefield for any fee, balance, deductible, or co-payments not satisfied by public or private insurance, including Medicare/Medicaid, nor will the Borough bill an individual legally domiciled in the Borough of Ridgefield for emergency medical services provided that individual is not covered by private or public insurance, provided the individual does not have insurance coverage for the charges.

g. The Borough of Ridgefield may, either directly or through any third-party billing agency with which it has contracted for billing and/or collections for emergency medical services, make arrangements with patients and/or their financially responsible party for installment payments of bills or forgive any bill or portion thereof so long as the Borough determines that: 1) the financial condition of the patient requires such an arrangement; and 2) the patient and/or financially responsible party has demonstrated a willingness to make good-faith efforts towards payment of the bill.

h. A patient who has received emergency medical or transport services from the Borough of Ridgefield, including an individual legally domiciled in the Borough, for whom the Borough of Ridgefield has not received payment from a third-party payer on assignment, and who receives payment directly from a third-party payer for emergency medical services rendered by the Borough is obligated to remit such monies to the Borough in the event the Borough has not been paid for services rendered. Patients who do not remit such monies may be held liable for costs of collection in addition to the charges for emergency medical services rendered.

i. The Borough of Ridgefield shall be authorized to enter into contracts with area hospitals that provide advanced life support (ALS) services to patients that are transported by the Borough. This will allow the hospitals to bill for all emergency medical services and if so agreed, timely reimburse the Borough for its transportation costs within forty-five (45) days of receiving payment.

Section 27A-4. Procedure for Third Party EMS Billing

a. The Borough of Ridgefield is hereby authorized to enter into a contract with a third-party billing agency for performance of EMS billing and collection services; provided, however, that the following standards for such third-party billing contracts are met:

(1) The third-party billing agency has in place a compliance program conforming to standards set forth in the Office of the Inspector General's Compliance Program Guidance for Third-Party Medical Billing Companies, 63 Federal Register 70138, as amended.

(2) Neither the billing agency nor any of its employees are subject to exclusion from any State or Federal health care program.

(3) The billing agency is bonded and/or insured in amounts satisfactory to the Borough of Ridgefield.

b. A detailed listing of patients who utilized emergency medical services and/or transport provided by the Borough of Ridgefield will be compiled by the Borough. This information will be transmitted to the third-party billing agency. The information will be subject to the confidentiality requirements of applicable law. This information will include, at a minimum, the following:

- (1) Name, address and telephone number of patient.
- (2) Name, address, and claim number of insurance carrier, if applicable.
- (3) Date, time and EMS chart number.
- (4) Point of origin and destination.
- (5) Odometer reading at point of pickup and destination.
- (6) Reason for transport/patient's complaint/current condition.
- (7) Itemization and description of services provided and charges.
- (8) Signature of the patient or authorized decision maker.
- (9) Name of receiving physician.
- (10) Names, titles, and signatures of ambulance personnel, when possible.

c. The third-party billing agency shall obtain the information from the Borough of Ridgefield and will bill the patient and/or their financially responsible parties, insurers or carriers, according to the fee schedule established herein; provided, however, that the third-party billing agency shall not bill any individual legally domiciled in the Borough of Ridgefield for any fee, balance, deductible, or co-payments not satisfied by public or private insurance, including Medicare/Medicaid, nor will the Borough bill an individual legally domiciled in the Borough of Ridgefield for emergency medical services or transport provided if that individual is not covered by private or public insurance.

d. Fees for Emergency Medical Services: The fees for emergency medical services, transport miles per trip and non-transports where aid is provided shall be as follows:

Base Rate for Emergency Ambulance Transport:	\$750.00
Additional Mileage Charge for Emergency Ambulance Transport:	\$14.00
Ambulance Response-Treatment Refused (RMA):	\$250.00
Ambulance Response-Patient Deceased (DOA):	\$750.00

The Borough reserves the right to bill additionally for material, vehicle and personnel costs in the case of a minor or unique accident.

f. The Mayor and Council shall review the fees for services listed in paragraph 4 above, annually, and adjust said fees based on the recommendations of the Chief of Police, or his designee, and the Chief Financial Officer and in accordance with the Federally approved Medicare Fee Schedule.

g. The Borough of Ridgefield may, in its discretion, bill additionally for material, vehicle, and personnel costs in the case of major or unique accidents.

h. The Chief of Police, or his designee, may promulgate rules and regulations pursuant to and not inconsistent with this section, State and Federal law, such as rules and regulations, which rules and regulations shall become effective upon approval by resolution of the Governing Body of the Borough of Ridgefield.

Section II. Repealer.

All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

Section III. Severability.

If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section IV. This Ordinance shall take effect immediately upon passage and publication according to law.

Section V: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 176-2013

WHEREAS, the Borough of Ridgefield required the services of a contractor to construct an ADA Bathroom and Field House at Meadowlands Field in the Borough (the "Project"); and

WHEREAS, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Borough did solicit re-bids for the construction of an ADA Bathroom and Field House; and

WHEREAS, the Governing Body did publish the re-bid specifications on or about January 30, 2013, for the Project; and

WHEREAS, the such bids were received and opened on February 20, 2013; and

WHEREAS, the Mayor and Council anticipated the costs to be approximately \$80,000; and

WHEREAS, all bids received in connection with this Project far exceeded the cost estimates of the Borough; and

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2(a), the Borough may reject all bids if "the lowest bid substantially exceeds the cost estimates for the goods or services".

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that all of the bids submitted in response to the public procurement of services for the construction of an ADA Bathroom and Field House at Meadowlands Field in the Borough should be and are hereby rejected consistent with the reservation of right in the Bid Specifications and in accordance with the Local Public Contracts Law, as the lowest bid is substantially greater than the cost estimates of the Borough for this Project.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 177-2013

WHEREAS, the Borough of Ridgefield wishes to offer to all eligible employees a Section 125 Cafeteria Plan that will encompass a Flexible Spending Account (FSA) and Dependent Care Account (DCA); and

WHEREAS, Section 125 of the Internal Revenue Service Code contains a provision whereby employers can provide their employees with a flexible spending plan for certain insurance premium, unreimbursed medical expenses and child or dependent care to be furnished with pre-tax income; and

WHEREAS, the Borough of Ridgefield will choose to have a carrier administer the Cafeteria Plan. The carrier will provide assurance that employees receive individual consultation and enrollment information from the plan administrator, and all servicing will be handled by the same; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Borough adopts the section 125 Cafeteria plan that will encompass the Flexible and Dependent Care accounts, consisting of the adopted agreement, plan documents, and component benefit plans and policies.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 178-2013

WHEREAS, N.J.S.A. 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 Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget; and

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

WHEREAS, the Borough of Ridgefield will receive \$16,259.46 from the NJ Department of Environmental Protection for "2013 Clean Communities Program," and wishes to amend its 2013 Calendar Year Budget to include this amount as a item of revenue; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Mayor and Council hereby requests the Director of Government Services to approve the insertion of an item of revenue in the Calendar Year Budget of 2013 in the sum of \$16,259.46 which is now available as a revenue item from:

Miscellaneous Revenues

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services:

Public and Private Revenue Off-set with Appropriations:

2013 Clean Communities Program \$16,259.46

BE IT FURTHER RESOLVED, that a like sum of \$16,259.46 be and the same is hereby appropriated under the caption:

General Appropriations

(a) Operations excluded from CAPS

Public and Private Revenues Off-set by Appropriations:

2013 Clean Communities Program \$16,259.46

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby directed to forward two (2) copies of this Resolution to the Director of Local Government Services.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri, Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 179-2013

WHEREAS, in accordance with N.J.S.A. 4:19-15.16b, each municipality is charged with enforcing animal control; and

WHEREAS, the current Animal Control contract is set to expire on May 1, 2013; and

WHEREAS, the Health Officer has solicited proposals for other Animal Control companies that may suit the needs of the Borough; and

WHEREAS, the Borough received a proposal from Bergen County Animal Enforcement that is under the bid threshold amount and satisfies the needs of the Borough;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Mayor and Borough Clerk are hereby authorized to execute contract for Animal Control Services with Bergen County Animal Enforcement in an amount not to exceed \$21,000.00 beginning June 1, 2013 through December 31, 2014; and

BE IT FURTHER RESOLVED that Bergen County Animal Enforcement shall also perform the state required dog census at the cost of \$1.00 per residential home and \$0.75 per multiple family unit.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Castelli

RESOLUTION NO. 180-2013

WHEREAS, the Borough of Ridgefield wishes to provide its annual July 4th fireworks display on July 3, 2013; and

WHEREAS, the Borough has received a proposal from Serpico Pyrotechnics, LLC of 133 Orchid Court, Toms River, New Jersey; and

WHEREAS, the Borough Attorney has reviewed and approved the form of contract; and

WHEREAS, the amount of the contract is well below the bid threshold; and

WHEREAS, the Borough wishes to award said contract in the form as annexed hereto;
and

WHEREAS, this contract is not awarded pursuant to the fair and open process;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Borough engages Serpico Pyrotechnics, LLC to perform the Borough's July 4th fireworks display to be held on July 3, 2013.
2. The contract is below the bid threshold and accordingly is not awarded through a bidding process.
3. Inasmuch as this contract is not awarded pursuant to a fair and open process, the contractor shall submit appropriate proof of his compliance with the provisions of N.J.S.A. 19:44(a)-20 et. seq.
4. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached form of contract subject to certification of the availability of funds, and compliance by the vendor with all applicable pay to play legislation.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 181-2013

WHEREAS, the Borough of Ridgefield previously adopted Ordinance No. 2223 authorizing the lease of Lot 1, Block 904 to the Housing Authority of Bergen County for nominal consideration; and

WHEREAS, the Borough and the Housing Authority have now negotiated a form of lease; and

WHEREAS, in order to move this project forward, the Borough now wishes to approve and execute a formal lease agreement with the Housing Authority;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The lease between the Borough of Ridgefield and Housing Authority of Bergen County, as well as approval of the sublease between the Housing Authority and Ridgefield Senior Housing, LLC be and hereby are approved.

2. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute on behalf of the Borough of Ridgefield the lease and a consent to sublease in the forms annexed hereto.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

Ground Lease Agreement

LEASE made as of the ___ day of _____, 2013 by and between Borough of Ridgefield, County of Bergen, State of New Jersey, a public body corporate and politic (hereinafter referred to as "*Landlord*") and Housing Authority of Bergen County, a public body corporate and politic (hereinafter referred to as "*Tenant*") with respect to the following facts:

RECITALS

For the purposes of this Lease, various terms are defined in certain articles of the Lease and such definitions apply to this Lease in its entirety and the following terms shall have the following definitions:

Demised Premises shall mean the Land and all easements, rights, rights-of-way, and licenses thereto, and the Improvements.

Improvements shall mean a 56-unit affordable senior citizen housing complex for independent senior citizens, including 55 rental units and 1 superintendent unit on the Demised Premises and all other buildings, structures, and improvements now existing or hereafter constructed upon the Land during the term of the Lease, and any restoration, addition to, or replacement thereof, but excluding therefrom the Land; provided, however, that Tenant shall be permitted to demolish the existing structures on the Land.

Land shall mean Block 904, Lot 1 as shown on the Official Assessment Map of the Borough of Ridgefield in the County of Bergen and commonly known as _____, Ridgefield, New Jersey.

NJHMFA shall mean the New Jersey Housing and Mortgage Finance Agency and its successor entities.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

Landlord, in consideration of the rents hereinafter reserved and the terms, covenants, conditions, and agreements set forth in this Lease to be kept and performed by Tenant, does hereby demise and let unto Tenant, and Tenant does hereby hire and take from Landlord, the Demised Premises.

TO HAVE AND TO HOLD the Demised Premises unto Tenant, its permitted successors and assigns, upon and subject to all of the terms, covenants, conditions, conditional limitations, and agreements herein contained for a term of years commencing on the date of this Lease (the "*Tender Date*") and ending on a date ninety-nine (99) years after the date of this Lease (the "*Expiration Date*"), or until said Term is sooner terminated or extended pursuant to any of the conditional limitations or other provisions of this Lease (the "*Term*").

1. *Rental*. Tenant hereby agrees to pay and Landlord hereby agrees to accept as rent from and after the date hereof for the Term annual rent at the rate of \$1.00 ("*Basic Rent*"), payable in advance on the first day of the first month of each calendar year during the Term of this Lease without set off or abatement. Landlord acknowledges the receipt of ninety-nine dollars (\$99.00) in prepayment of the Basic Rent for the full Term. All other amounts whatsoever which Tenant shall be obligated to pay to Landlord pursuant to this Lease shall be deemed additional rent.

2. *Taxes*. (a) Tenant will, at Tenant's own cost and expense, as additional rent hereunder, bear, pay, and discharge prior to delinquency, all real estate taxes, payments in lieu of real estate taxes, assessments, including for special improvement districts and business improvement districts, sewer rents, water rents and charges, duties, impositions, license and permit fees, charges for public utilities of any kind, payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are hereinafter sometimes collectively referred to as "*Impositions*"), which shall, pursuant to present or

future law or otherwise, prior to or during the Term hereby granted, have been or be levied, charged, assessed, or imposed upon, or grown or become due and payable out of or for, or become or have become a lien on the Demised Premises, and the Improvements, or the sidewalks, streets, or vaults adjacent thereto; it being the intention of the parties hereto that the rents reserved herein shall be received and enjoyed by Landlord as a net sum free from all of such Impositions, except income taxes assessed against Landlord, franchise, estate, succession, inheritance, excess profits, revenue, or any other tax, assessment, charge, or levy upon the rent payable by Tenant under this Lease or transfer taxes of Landlord, or any tax or charge in replacement or substitution of the foregoing or of a similar character. Provided, however, that if at any time during the Term of the Lease the then prevailing method of taxation or assessment shall be changed so that the whole or any part of the Impositions theretofore payable by Tenant as above provided, shall instead be levied, charged, assessed, or imposed wholly or partially on the rents received by the Landlord from the Demised Premises, or shall otherwise be imposed against Landlord in the form of a franchise tax or otherwise, then Tenant shall pay all such levies, charges, assessments, impositions, taxes, and other substituted charges to the extent that the same shall be directly related to and assessed against the Demised Premises or the rent thereon; provided, however, that in the event that Landlord is the owner of property other than the Demised Premises, Tenant shall be required to make such payments only to the extent that the same would be payable if the Demised Premises were the only property of Landlord.

(b) Tenant shall pay all interest and penalties imposed upon the late payment of any Impositions which Tenant is obligated to pay hereunder. Impositions shall be apportioned between Tenant and Landlord as of the date of termination of the Term of this Lease and shall be paid within thirty (30) days after such termination, but shall not be apportioned at the commencement of the Term of this Lease.

(c) Tenant may take the benefit of the provisions of any law or regulations permitting any assessment imposed upon the Demised Premises prior to the expiration of the Term of this Lease to be paid in installments; provided, further, that the amount of all installments of any such assessment which are to become due and payable after the expiration of the Term of this Lease shall be paid by Landlord when and as the same shall become due and payable.

(d) If Tenant shall fail, for thirty (30) days after notice and demand given to Tenant, to pay any Imposition on or before the last day upon which the same may be paid without the imposition of interest or penalties for the late payment thereof, then Landlord may pay the same with all interest and penalties lawfully imposed upon the late payment thereof, and the amounts so paid by Landlord shall thereupon be and become immediately due and payable by Tenant to Landlord hereunder. Failure to pay any Imposition imposed under the Agreement for Payment in Lieu of Taxes dated April 24, 2013 entered into between Subtenant and Landlord ("*PILOT Agreement*"), shall be governed by the *PILOT Agreement*.

(e) Tenant, at Tenant's own cost and expense, may, if it shall in good faith so desire, contest the validity or amount of any Imposition, in which event Tenant may defer the payment thereof for such period as such contest shall be actively prosecuted and shall be pending undetermined, so long as such proceedings and any appeals shall operate to legally prevent the collection of such payments and the sale of the Demised Premises to satisfy any lien arising out of the non-payment of the same.

(f) Landlord shall execute and deliver to Tenant whatever documents may be necessary or proper to permit Tenant to so contest any such Imposition or which may be necessary to secure payment of any refund which may result from any such proceedings.

(g) An official certificate or statement issued or given by a sovereign or municipal authority, or any agency thereof, or any public utility, showing the existence of any Imposition, or interest or penalties thereon, the payment of which is the obligation of Tenant as herein provided, shall be prima facie evidence for all purposes of this Lease of the existence, amount, and validity of such Imposition.

(h) The parties acknowledge that Landlord and Subtenant have entered into the *PILOT Agreement* with respect to the Demised Premises.

3. *Repairs.* Tenant shall at all times during the Term of this Lease, at Tenant's own cost and expense, keep the Demised Premises and the Improvements thereon, and all sidewalks, curbs, vaults, and vault spaces adjoining the Demised Premises, and all appurtenances to the Demised Premises, in good order, condition, and repair, ordinary wear and tear excepted, and in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature, and whether or not the same can be said to be within the present contemplation of the parties hereto. Notwithstanding the foregoing, in the event of damage to or destruction of the Demised Premises after the 75th year of the Term, Tenant shall not be required to rebuild same, and, upon a decision by Tenant not to rebuild, this Lease shall terminate. Nothing herein shall be intended to prevent Tenant's demolition of the existing structures on the Land, to which Landlord consents.

4. *Compliance with Law.* (a) Tenant shall at all times during the Term of the Lease, at Tenant's own cost and expense, perform and comply with all laws, rules, orders, ordinances, regulations, and requirements now or hereafter enacted or promulgated, of every governmental authority and municipality having jurisdiction over the Demised Premises, and of any agency thereof, relating to the Demised Premises, or the Improvements now or hereafter located thereon, or the facilities or equipment therein, or the streets, sidewalks, vaults, vault spaces, curbs, and gutters adjoining the Demised Premises, or the appurtenances to the Demised Premises, or the franchises and privileges connected therewith, whether or not such laws, rules, orders, ordinances, regulations, or requirements so involved shall necessitate structural changes, improvements, interference with use and enjoyment of the Demised Premises, replacements, or repairs, extraordinary as well as ordinary, and Tenant shall so perform and comply, whether or not such laws, rules, orders, ordinances, regulations, or requirements shall now exist or shall hereafter be enacted or promulgated, and whether or not such laws, rules, orders, ordinances, regulations, or requirements can be said to be within the present contemplation of the parties hereto.

(b) Tenant shall have the right, provided it does so with due diligence and dispatch, to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, rule, order, ordinance, regulation, or requirement of the nature hereinabove referred to in this Article 4. Tenant may postpone compliance with such law, rule, order, ordinance, regulation, or requirement until the final determination of such proceedings, only so long as such postponement of compliance will not subject Landlord to any criminal prosecution, civil penalty or any other liability of any kind against the reversion of the Demised Premises or the Improvements thereon which may arise by reason of postponement or failure of compliance with such law, rule, order, ordinance, regulation, or requirement, and Tenant shall indemnify and hold Landlord harmless from the same. No provisions of this Lease shall be construed so as to permit Tenant to postpone compliance with such law, rule, order, ordinance, regulation, or requirement if any sovereign, municipal, or other governmental authority shall threaten to carry out any work to comply with the same or to foreclose or sell any lien affecting all or any part of the Demised Premises which shall have arisen by reason of such postponement or failure of compliance.

5. *Construction; Alterations.* Tenant shall construct the Improvements upon the Land and Landlord consents to and acknowledges same. Prior to its construction of the Improvements, Tenant shall submit to Landlord its plans and specifications for the Improvements (the "*Plans*"). The Plans shall provide for a complex consisting of two three-story apartment buildings with elevator service, on-site parking and secured entries. The common areas of the buildings will include a lobby, community room with a kitchen, laundry facilities and office space for management and social service staff. All units will be handicapped adaptable, allowing for simple modifications by management to accommodate individual tenant needs. Landlord shall, within thirty (30) days, (i) approve the proposed Plans, (ii) reasonably disapprove the proposed Plans and provide Tenant with a statement of Landlord's reasons for such disapproval or (iii) take no action with respect to the proposed Plans, in which case, upon the expiration of the thirty (30) days, the proposed Plans shall be deemed approved. In the event of Landlord's disapproval of such Plans, the parties shall promptly meet to address same so that the expeditious construction of the Improvements is not interrupted. Tenant shall have the right, at Tenant's expense, from time to time during the Term of this Lease, to make such alterations, additions, or modifications to the Plans, the Demised Premises or the Improvements thereon, with Landlord having the right to approve the Plans therefor if same are associated with a change in use. Tenant shall be required to obtain all necessary governmental approvals in connection with all construction on the Land.

6. *Use of Demised Premises.* (a) Tenant shall use the Land solely for the construction and operation of the Improvements and related amenities. The Improvements shall be restricted to tenants of at least 55 years of age, with income not to exceed 60% of the area median income and with Housing Costs not to exceed 40% of tenant income. "*Housing Costs*" means unit rent plus tenant-paid utilities based on New Jersey Department of Community Affairs utility allowance schedules. In connection with the Improvements, Tenant may subject or permit Subtenant to subject the Demised Premises to mortgages securing the funds provided by lenders in connection with the Improvements ("*Leasehold Mortgages*"; such lenders, "*Leasehold Mortgagees*"). Tenant shall record restrictions against the Demised Premises consistent with the development and intended use of the Demised Premises as a 56-unit senior citizen affordable housing complex that is consistent with the requirements of the NJHMFA or the Council of Affordable Housing or other successor agency created by the State of New Jersey for senior citizen affordable, as well as other restrictions reasonably required by any governmental entity, utility, or Leasehold Mortgagee, that encumber the Land, the Improvements thereon or any part thereof (together with *Leasehold Mortgages*, "*Permitted Leasehold Encumbrances*").

7. *Net Lease.* This is an absolute net lease and Landlord shall not be required to provide any services or do any act or thing with respect to the Demised Premises or the appurtenances thereto, except as may be specifically provided herein, and the rent reserved herein shall be paid to Landlord without any claim on the part of Tenant for diminution, set off, or abatement, and nothing shall suspend, abate, or reduce any rent to be paid hereunder, except as otherwise specifically provided in this Lease.

8. *Insurance.*

(a) Tenant will at all times during the Term of this Lease maintain insurance on the Demised Premises of the following character:

(i) Insurance against loss or damage by fire and other risks and perils from time to time included under standard extended coverage endorsements in an amount equal to not less than 80% of the replacement value of the Demised Premises, (exclusive of the costs of excavation, foundations, and footings below the lowest floor).

(ii) General comprehensive public liability insurance (including coverage for elevators, if any, on the Land) against claims for bodily injury, death, or property damage occurring on, in, or about the Demised Premises and the adjoining streets, sidewalks, and passageways, such insurance to afford protection of not less than \$1,000,000 with respect to bodily injury or death to all persons in any one accident, and not less than replacement cost with respect to property damage in any one occurrence, or such other amounts in excess of the amounts set forth above as Landlord shall reasonably request.

(iii) Adequate boiler and pressure vessel insurance on all equipment, parts thereof, and appurtenances attached or connected to the Demised Premises which by reason of their use or existence are capable of bursting, erupting, collapsing, or exploding.

(iv) Such other insurance as Landlord may reasonably request.

(b) Such insurance shall be written by companies of recognized financial standing which are well rated by a national rating agency and are legally qualified to issue such insurance in the State of New Jersey, and such insurance shall name as the insured parties thereunder, Landlord, or its assigns, and Tenant, as their interests may appear. Such insurance may be obtained by Tenant by endorsement on its blanket insurance policies, provided that (i) such blanket policies satisfy the requirements specified herein and (ii) Landlord shall be furnished with the certificate of the insurer to the effect that (a) the amount of insurance allocable to the Demised Premises is not less than the amount required by this Article and (b) the protection afforded Tenant and Landlord is not less than the protection which would have been afforded under a separate policy or policies relating only to the Demised Premises. Landlord shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Tenant may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Tenant may bring any such

prosecution or contest in the name of Landlord, Tenant, or both, and Landlord shall cooperate with Tenant and will join therein at Tenant's written request upon receipt by Landlord of an indemnity from Tenant against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

(c) Tenant shall deliver to Landlord promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of insurers satisfactory to Landlord evidencing all the insurance which is then required to be maintained by Tenant hereunder, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Tenant fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Landlord any of such policies or certificates, Landlord, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be additional rent hereunder and shall be repaid by Tenant within thirty (30) days following the date on which demand therefor shall be made by Landlord. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Landlord.

9. *Casualty.*

(a) If the Improvements on the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord of such destruction or damage. Tenant expressly waives the provisions of any present or future law relating to such damage or destruction and agrees that the provisions of this Lease shall control the rights of Landlord and Tenant, provided further, that rent shall not abate hereunder by reason of any damage to or destruction of the Improvements, except as specifically provided for in this Lease.

(b) If the Demised Premises shall be damaged or destroyed by any fire or other casualty, this Lease shall continue in full force and effect and Tenant shall, provided the consent of Leasehold Mortgagee is obtained, promptly and diligently after any such damage or destruction and at its own cost and expense, repair or restore the Improvements as nearly as may be possible under the circumstances to the fair market value and condition thereof immediately prior to such damage or destruction irrespective of the availability or sufficiency of any fire or other insurance proceeds payable with respect thereto. Notwithstanding the foregoing, if the consent of the Leasehold Mortgagee is not obtained and/or such damage and destruction occurs after the 75th year of the Term, Tenant may terminate the Lease.

10. *Indemnity.* Tenant will indemnify and save harmless Landlord from and against any and all liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments (except as a result of Landlord's gross negligence, fraud or willful misconduct and to the extent that the same are not paid out of the proceeds of any policy of insurance furnished by Tenant to Landlord pursuant to Article 10) hereof arising from injury, or claim of injury, during the Term of this Lease to person or property of any and every nature, and from any matter or thing, growing out of the occupation, possession, use, management, improvement, construction, alteration, repair, maintenance, or control of the Demised Premises, the Improvements now or hereafter located thereon, the facilities and equipment thereon, the streets, sidewalks, vaults, vault spaces, curbs, and gutters adjoining the Demised Premises, the appurtenances to the Demised Premises, or the franchises and privileges connected therewith, or arising out of Tenant's failure to perform, fully and promptly, or Tenant's postponement of compliance with, each and every term, covenant, condition, and agreement herein provided to be performed by Tenant. Tenant, at Tenant's own cost and expense, will defend any and all suits that may be brought and claims which may be made, against Landlord, or in which Landlord may be impleaded with others, whether Landlord shall be liable or not, upon any such above-mentioned liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments and shall satisfy, pay, and discharge any and all judgments that may be recovered against Landlord in any such action or actions in which Landlord may be a party defendant, or that may be filed against the Demised Premises, or the Improvements thereon, or the appurtenances, or any interest therein, and in the event of the failure of Tenant to pay the sum or sums for which Tenant shall become liable as aforesaid, then Landlord may pay such sum or sums, with all interest and charges which may have accrued thereon, and the amount so paid by Landlord shall be payable by Tenant to Landlord upon demand.

11. *Condemnation.*

(a) *Entire Condemnation.* If at any time during the Term of this Lease all or substantially all of the Demised Premises shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Demised Premises shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Tenant to operate its business thereon in a manner similar to that prior to such taking, including the operation of the Improvements.

(b) Any award for such taking of all or substantially all of the Demised Premises shall be paid to the parties hereto in accordance with the following:

(i) To Landlord, the amount of the award attributable to the Demised Premises, determined as if this Lease was not in effect at the time of such award, excluding therefrom the amount of the award attributable to the Improvements, and all other sums not directly attributable to the value of the Land constituting the Demised Premises.

(ii) To Tenant, the entire award except that portion allotted to Landlord above, including but not limited to, the value of the Improvements plus any other amount assessed for Tenant.

(c) *Partial Condemnation.* If less than all or substantially all of the Demised Premises shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then Tenant, at its option, may elect to continue this Lease in full force and effect and the entire award for such partial condemnation shall be paid over to Tenant (except for the amount of the award allocable to the value of Landlord's reversionary interest in the Land, which shall take into account the nominal Basic Rent paid hereunder and which be paid to the Landlord), and, provided the consent of Leasehold Mortgagee and Investor is obtained, Tenant shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. All of such repair and restoration shall be carried out by Tenant in accordance with the provisions of this Lease. In the event Tenant elects to continue the Lease in fully force and effect after a partial condemnation, there shall be no abatement in the Basic Rent Tenant is required to pay hereunder. If repair or restoration is infeasible and the Improvements cannot be operated on an economically feasible basis, such condemnation shall be deemed an Entire Condemnation.

(d) Should Tenant elect to terminate this Lease upon a partial condemnation, Tenant shall provide Landlord with written notice of such election within ninety (90) days after the date of vesting of title for such taking. Tenant shall specify in such written notice the date on which this Lease shall terminate, which date shall not be less than thirty (30) days nor more than three hundred sixty (360) days after delivery of such notice to Landlord (the "*Termination Date*"). If the consent of the Leasehold Mortgagee and Investor is not obtained or such partial condemnation occurs after the 75th year of the Term, Tenant may terminate the Lease.

12. *Assignment: Subletting.* (a) Tenant is subletting the Demised Premises, for the term of the Sublease, subletting all of its right, title and interest in this Lease, including all of its responsibilities and obligations under this Lease, to Ridgefield Senior Housing, LLC, a New Jersey limited liability company ("*Subtenant*"), pursuant to that certain Sublease dated as of the date hereof made by and between Tenant, as sublandlord, and Subtenant, as subtenant (the "*Sublease*"). Landlord acknowledges the Sublease and agrees to look exclusively to the Subtenant for payment and performance of Tenant's duties hereunder and, contemporaneously herewith, shall execute and deliver to Subtenant the Consent in Exhibit A, attached hereto and made apart hereof.

(b) Tenant may not further sublet the Demised Premises at any time, without Landlord's consent, except for occupants in connection with the use of the Improvements as a 56-unit senior citizen affordable housing

complex. Any such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant shall be permitted to convey its leasehold interest in the Demised Premises, and the acquirer of such interest shall be permitted to enter into a new sublease with Subtenant superseding the Sublease, in which event Landlord shall execute a replacement Landlord's Consent to Sublease in the form attached hereto as Exhibit A.

(c) Except in connection with the Sublease, which shall release Tenant from all obligations under this Lease for the term thereof, or a sale of the Improvements and an assignment of the Lease, no acceptance by Landlord of any performance, rent, or additional rent herein provided to be done or paid by Tenant from any person, firm, or corporation other than Tenant, shall discharge Tenant, except to the extent of the performance and payments so accepted by Landlord, from liability to pay all of rent herein provided to be paid by Tenant or from liability to perform any of the terms, covenants, conditions, and agreements set forth in this Lease. Notwithstanding anything contained herein, Subtenant's payment and/or performance of any of Tenant's obligations under this Lease, including the construction of the Improvements, payment of Basic Rent and such other payment obligations under this Lease, shall be deemed payment and performance of Tenant in satisfaction of Tenant's obligations hereunder.

(d) In the event that this Lease is to be terminated, the Subtenant of the Demised Premises shall have the option to assume this Lease and shall attorn to Landlord or other owner of the reversion.

(e) Tenant hereby assigns to Landlord the right to collect from Subtenant Basic Rent and all rents and other sums payable by Tenant hereunder or by Subtenant under and pursuant to the Sublease, and to apply the same to the payment of Basic Rent, rent, and all other amounts payable by Tenant hereunder, and any balance shall be paid over to Subtenant, but no exercise by Landlord of rights under this subparagraph shall be deemed a waiver by Landlord of any other rights hereunder or be deemed an acceptance by Landlord of such Subtenant or an acquiescence by Landlord to the occupancy of any part of the Demised Premises by such Subtenant or a release of Tenant from the performance of any of the obligations of Tenant hereunder.

(f) Upon completion of the Improvements, which shall be evidenced by the issuance of a temporary or final certificate of occupancy, the Tenant may assign this Lease to the Subtenant, in which event Subtenant shall assume all of Tenant's right, title and interest in this Lease, including all of Tenant's right, responsibilities and obligations hereunder, without amendment, except as such to amendments as may be agreed upon by and between Landlord, as landlord and Subtenant, as tenant under this Lease, and Subtenant shall stand in Tenant's original position as if Subtenant was an original signatory to this Lease (the "*Assumption*"). Landlord and Tenant agree to cooperate with and acknowledge Subtenant's Assumption, including executing all necessary documentation in connection with the Assumption. The Assumption shall relieve Tenant of all obligations and liabilities under the Lease.

13. *Injunction.* Landlord, at Landlord's option, in addition to any other rights reserved to Landlord, and notwithstanding the concurrent pendency of summary or other dispossession proceedings between Landlord and Tenant, shall have the right at all times during the Term of this Lease to restrain by injunction any violation or attempted violation by Tenant of any of the terms, covenants, conditions, or agreements of this Lease, and to enforce by injunction any of the terms, covenants, conditions, and agreements hereof.

14. *Default; Termination.*

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(i) Any failure by Tenant to pay the rental required to be paid by Tenant hereunder where such failure continues for forty-five (45) days after written notice thereof by Landlord to Tenant; or

(ii) Any failure by Tenant to pay the Impositions required to be paid hereunder by Tenant where such failure continues for forty-five (45) days after written notice thereof by Landlord to Tenant, unless Tenant is contesting such payment in good faith; or

(iii) There shall be filed by or against Tenant and Subtenant in any court or other tribunal pursuant to any statute or other rule of law, either of the United States or of any State or of any other authority now or hereafter exercising jurisdiction, a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's and Subtenant's property, unless such petition be filed against Tenant and Subtenant and if in good faith Tenant or Subtenant shall promptly thereafter commence and diligently prosecute any and all proceedings appropriate to secure the dismissal of such petition, and such petition is dismissed within 90 days or Tenant and Subtenant makes an assignment for the benefit of creditors; or

(iv) Pursuant to any other default or breach of this Lease by Tenant, Landlord obtains a money judgment against Tenant in a court of competent jurisdiction, and such judgment is not paid to Landlord within 90 days after such judgment becomes final;

(v) Any failure by Tenant or Subtenant to maintain insurance as required by this Lease or the Sublease, respectively, when such failure continues for ten (10) days after written notice thereof by Landlord to Tenant

(b) In the event of any default by Tenant set forth in Article 14 (a), then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate in the manner specified in this section of the Lease.

(c) The occurrence of any default or breach of this Lease by Tenant, other than those set forth in subparagraph (a) above, shall be deemed not to be material hereunder, and Landlord shall not have the right to terminate this Lease for any such default. In the event of such a non-material default, which default continues for 60 days after written notice thereof by Landlord to Tenant (provided that, if the nature of such default is such that the same cannot be cured within such 60-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently pursue the same to completion), Landlord's sole remedy shall be damages, as determined by a court of competent jurisdiction.

(d) In the event of the vacation or abandonment of the Demised Premises by Tenant, Landlord shall have the right to re-enter the Demised Premises and take possession of the Demised Premises pursuant to legal proceeding or pursuant to any notice provided by law.

(f) Upon a default or breach of any Term of this Lease by Landlord hereunder, Tenant shall have all of the rights and remedies provided by law or equity.

(g) Except as otherwise expressly provided herein, the rights and remedies given herein to Landlord and Tenant shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights reserved to Landlord or to Tenant under the provisions of this Lease or given to Landlord or to Tenant by law.

(h) Landlord hereby agrees that upon a default by Tenant hereunder, Landlord shall deliver written notice of such default to Tenant.

15. *Landlord's Right to Cure Tenant's Defaults.* Whenever and as often as Tenant shall fail or neglect to comply with and perform any term, covenant, condition, or agreement to be complied with or performed by Tenant hereunder, then, upon thirty (30) days' prior written notice to Tenant (or ten (10) days' prior written notice with respect to Tenant's failure to maintain insurance, as further set forth in Sections 8c and 14a(v)), Landlord, at Landlord's option, in addition to all other remedies available to Landlord, may perform, or cause to be performed, such work, labor, services, acts, or things, and take such other steps, including entry onto the Demised Premises and the Improvements thereon, as Landlord may deem advisable, to comply with and perform any such term, covenant, condition, or agreement which is in default, in which event Tenant shall reimburse Landlord upon demand, and from time to time, for all costs and expenses suffered or incurred by

Landlord in so complying with or performing such term, covenant, condition, or agreement. The commencement of any work or the taking of any other steps or performance of any other act by Landlord pursuant to the immediately preceding sentence shall not be deemed to obligate Landlord to complete the curing of any term, covenant, condition, or agreement which is in default.

16. *Tenant's Expenses.* Landlord shall reimburse Tenant upon demand for all reasonable expenses, including reasonable attorney's fees, incurred by Tenant in connection with any litigation to enforce any obligation of Landlord which is in default hereunder. If the leasehold interest of Landlord hereunder shall hereafter be held by more than one person, corporation, or other entity, and if litigation shall arise by reason of a dispute among such persons, corporations, or other entities, and if Tenant is made a party to such litigation without Tenant's consent, then Landlord shall reimburse Tenant upon demand for all reasonable expenses, including attorney's fees, incurred by Tenant in connection with any such litigation.

17. *Landlord's Expenses.* Tenant shall reimburse Landlord upon demand for all reasonable expenses, including attorney's fees, incurred by Landlord in connection with the collection of any rent, additional rent and/or Impositions in default hereunder, or the termination of this Lease by reason of a material default of Tenant, as such term is defined above, or the enforcement of any other obligation of Tenant which is in default hereunder, or the protection of Landlord's rights hereunder, or any litigation or dispute in which Landlord becomes a party or otherwise becomes involved, without fault on its part, relating to the Demised Premises or Landlord's rights or obligations hereunder. If the leasehold interest of Tenant hereunder shall hereafter be held by more than one person, corporation, or other entity, and if litigation shall arise by reason of a dispute among such persons, corporation, or other entities, and if Landlord is made a party to such litigation without Landlord's consent, then Tenant shall reimburse Landlord upon demand for all reasonable expenses, including attorney's fees, incurred by Landlord in connection with any such litigation.

18. *Waiver of Trial by Jury; Venue.* To the extent permitted by law, Landlord and Tenant hereby waive trial by jury in any litigation brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease or the Demised Premises or the Improvements thereon. In any judicial proceeding involving, directly or indirectly, any matter arising out of or related to this Lease or the relationship established hereunder, the parties hereby irrevocably submit to the exclusive original jurisdiction of the Superior Court of New Jersey located in Bergen County, and agree not to raise any objection to such jurisdiction or to the laying or maintaining of the venue of any such proceeding in such county.

19. *Merger.* In no event shall the leasehold interest, estate, or rights of Tenant hereunder, or of the holder of any mortgage upon this Lease, merge with any interest, estate, or rights of Landlord in or to the Demised Premises, it being understood that such leasehold interest, estate, and rights of Tenant hereunder, and of the holder of any mortgage upon this Lease, shall be deemed to be separate and distinct from Landlord's interest, estate, and rights in or to the Demised Premises, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other entity.

20. *Definition of Landlord.* The term "*Landlord*" as used in this Lease shall at any given time mean the person or persons, corporation or corporations, or other entity or entities who are the owner or owners of the reversionary estate of Landlord in and to the Demised Premises. In the event of any conveyance or other divestiture of title to the reversionary estate of Landlord in and to the Demised Premises, the grantor or the person or persons, corporation or corporations, or other entity or entities who are divested of title shall be entirely freed and relieved of all covenants and obligations thereafter accruing hereunder, and the grantee or the person or persons, corporation or corporations, or other entity or entities who otherwise succeeds or succeed to title shall be deemed to have assumed the covenants and obligations of Landlord thereafter accruing hereunder, and until the next conveyance or divestiture of title, Tenant shall look solely to said grantee or successor for the observance and performance of the covenants and obligations of Landlord hereunder so assumed by said grantee or successor. Tenant agrees to attorn to any such grantee or successor.

21. *Quiet Enjoyment.* Landlord covenants that at all times during the Term of this Lease, so long as Tenant is not in default hereunder, Tenant's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed by any act of Landlord, or of anyone acting by, through, or under Landlord, it being understood,

however, that any person, corporation, or other entity who from time to time is Landlord hereunder shall be entirely relieved of this covenant under the circumstances set forth in Article 20 hereof (Definition of Landlord).

22. *Representations and Covenants.* (a) Landlord represents and covenants to Tenant that: (i) Landlord is the fee simple owner of the Land; (ii) Landlord has the full right, power and authority to make this Lease; (iii) throughout the Term, Tenant, and all parties claiming through Tenant may peaceably and quietly have, hold and enjoy the Land, subject to the terms, covenants and conditions of this Lease; (iv) title to the Land is, and shall continue to be, free and clear of any exceptions, rights, restrictions, conditions, liens, encumbrances and other matters of any nature, except only those placed upon the Land by Tenant (as permitted by this Lease); (v) no transaction or occurrence with respect to the Land, including the execution, delivery and performance of this Lease by Landlord, requires the consent of any third party; (vi) there is no pending or threatened condemnation of the Land or any portion thereof and it has received no notices of any violation by any governmental unit or agency; (vii) Landlord shall comply with the terms of this Lease; (viii) Landlord shall not transfer or encumber all or any portion of its reversionary interest in the Demised Premises or its fee interest in the Land with any mortgage, deed of trust, deed to secured debt or other instrument in the nature thereof which is not expressly subordinate to Tenant's leasehold interest, Subtenant's subleasehold interest, and to any Leasehold Mortgage, and to the interests of the Leasehold Mortgagee and Investor.

(b) Tenant represents and covenants to Landlord that: (i) has the full right, power and authority to make this Lease; (ii) no transaction or occurrence with respect to the Land, including the execution, delivery and performance of this Lease by Tenant, requires the consent of any third party; (iii) Tenant shall comply with the terms of this Lease; and (iv) Tenant shall not subordinate Tenant's Leasehold Interest to any mortgage on the fee interest in the Land or to any other lien or encumbrance granted by the Landlord.

23. *Present Condition of Premises.* Tenant represents that the Demised Premises, the improvements thereon, the sidewalks and structures adjoining the same, sub-surface conditions, and the present tenancies, uses, and non-uses thereof, have been examined by Tenant and Tenant's agents and that Tenant accepts the same, without recourse to Landlord, "AS-IS" and "WHERE-IS" in the condition or state in which they or any of them now are, without representation or warranty, expressed or implied in fact or by law, as to the nature, condition, or usability thereof, or as to the use or uses to which the Demised Premises or any part thereof may be put, or as to the prospective income from, and expense of operation of, the Demised Premises.

24. *Landlord's Right of Entry.* Upon two (2) business days' prior written notice to Tenant, Landlord and Landlord's authorized agents and employees shall have the right from time to time, at Landlord's option, to enter and pass through the Demised Premises and the Improvements thereon during business hours to examine the same and to show them to prospective purchasers, fee mortgagees, and others, but this shall not obligate Landlord to make any such entry or examination. In the event of an emergency, Landlord and Landlord's authorized agents and employees shall have the right to , to enter and pass through the Demised Premises and the Improvements without prior notice to Tenant.

25. *Notices.* Any notice, demand, election, payment, or other communication (hereafter in this Article 25 collectively referred to as Notices) which Landlord or Tenant shall desire or be required to give pursuant to the provisions of this Lease shall be deemed to have been duly given if: (i) personally delivered with proof of delivery thereof, or (ii) delivered to an overnight delivery service with receipt for delivery, or (iii) sent by registered or certified mail, return receipt requested, enclosed in a securely sealed envelope addressed to the person intended to be given such Notice at the respective addresses set forth below or to such other address as such party may theretofore have designated by notice pursuant to this Article 25.

Landlord:

Borough of Ridgefield
604 Broad Avenue
Ridgefield, New Jersey 07657

Tenant:

Housing Authority of Bergen County
One Bergen County Plaza, Second Floor
Hackensack, New Jersey 07601

with a copy to:

Ridgefield Senior Housing, LLC
One Bergen County Plaza, Second Floor
Hackensack, New Jersey 07601
Attention: Executive Director

Leasehold Mortgagee:

with a copy to:

Ridgefield Senior Housing, LLC
c/o Housing Authority of Bergen County
One Bergen County Plaza, Second Floor
Hackensack, New Jersey 07601
Attention: Executive Director

Investor:

with a copy to:

Ridgefield Senior Housing, LLC
c/o Housing Authority of Bergen County
One Bergen County Plaza, Second Floor
Hackensack, New Jersey 07601
Attention: Executive Director

Tenant shall provide Landlord with notice information for Investor and Leasehold Mortgagee when available.

26. *Estoppel Certificates.* Each party hereto agrees that at any time and from time to time during the term of this Lease, within 30 days after request by the other party hereto or by the Leasehold Mortgagee, it will execute, acknowledge, and deliver to the Leasehold Mortgagee or other party, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which rent has been paid; (c) whether or not there is any existing default by Tenant in the payment of any rent or other sum of money hereunder, and

whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any set-offs, defenses, or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

27. *Payments of Money; Interest.* All amounts whatsoever which Tenant shall be obligated to pay to Landlord pursuant to this Lease, including Basic Rent and additional rent, shall be deemed rent, and in the event of the nonpayment by Tenant of any sum of money which Tenant from time to time shall be obligated to pay to Landlord under any provision of this Lease, Landlord shall have the same rights and remedies by reason of such nonpayment as if Tenant had failed to pay an installment of Basic Rent under Article 2 hereof. In each instance when Tenant shall be obligated to make any payment of any sum of money to Landlord hereunder, interest shall accrue thereon and be payable hereunder at the rate of 6% per annum, or the highest rate permitted by law, whichever is lower, computed from the date such payment first became due hereunder.

28. *Improvement Financing.*

(a) Tenant and/or Subtenant may encumber its interest under this Lease and/or the Sublease or the leasehold estate created by this Lease and/or the Sublease (*collectively, "Tenant's Leasehold Interest"*) with the Permitted Leasehold Encumbrances without the consent of Landlord and may, from time to time, grant (i) other Leasehold Mortgages, (ii) assign subleases, including without limitation the Sublease, and (iii) grant security interests in Tenant's property, with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Any Leasehold Mortgagee, Investor or Tenant may provide Landlord with notice of the Leasehold Mortgage and Investor and the name and address of the Leasehold Mortgagee and Investor, and following receipt of such notice by Landlord, the remaining provisions of this Section shall apply. Tenant represents that the Permitted Leasehold Encumbrances contain provisions that limit the liability of the Landlord to its interest in the Demised Premises and agrees that Landlord may refuse to consent to further Leasehold Mortgages if such mortgages do not contain a similar provision.

(b) Landlord agrees that it will not accept a cancellation, termination, surrender or modification of this Lease without in each case the prior written consent of each Leasehold Mortgagee and no cancellation, termination, surrender or modification shall be effective against any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee or as otherwise provided in this section.

(c) Landlord, when giving Tenant any notice of a default or Event of Default under, or termination of, this Lease, shall concurrently send a copy of such notice to each Leasehold Mortgagee. No such notice by Landlord to Tenant shall be deemed to have been given unless and until a copy thereof has been so provided to each Leasehold Mortgagee. From and after the giving of such notice, each Leasehold Mortgagee shall have the same period in which to cure any default or commence the curing of such default as is given Tenant hereunder, plus the additional periods specified in subsections (d) and (e) of this section. Landlord shall accept such performance by or at the instigation of any Leasehold Mortgagee as if performed by Tenant. Nothing herein shall be construed as requiring any Leasehold Mortgagee to cure any default.

(d) Anything in this Lease to the contrary notwithstanding, if any Event of Default shall occur which would entitle Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless, following the expiration of the time given Tenant to cure such Event of Default, Landlord shall notify each Leasehold Mortgagee and all other entities for which notice information is provided of Landlord's intent to so terminate. Such notice shall be given at least thirty (30) days in advance of the proposed effective date of such termination. The provisions of subsection (e) of this Section shall apply if, during such thirty-day termination notice period, any Leasehold Mortgagee shall:

(i) pay or cause to be paid all rent and other payments then due and in arrears, as specified in the termination notice sent to the Leasehold Mortgagee, and which may come due during such thirty-day period, and

(ii) comply, or in good faith and with reasonable diligence and continuity, commence to comply, with all non-monetary requirements of this Lease then in default, of which Landlord has given notice to the Leasehold Mortgagee and which is reasonably susceptible of being complied with by the Leasehold

Mortgagee, but no Leasehold Mortgagee shall be required during said thirty-day period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease subordinate to the lien of the Leasehold Mortgage having the most subordinate priority. Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Section shall be deemed properly addressed if sent to the address stated in the notice referred to in subsection (a) of this section.

(e) If Landlord shall have the right, and shall elect, to terminate this Lease due to Tenant's Event of Default, and any Leasehold Mortgagee shall have proceeded in accordance with subsection (d) of this section, the specified date for the termination of this Lease as fixed by Landlord in its termination notice shall be extended for a period of six (6) months, provided that any Leasehold Mortgagee shall, during such 6-month period:

(i) pay or cause to be paid rent and other monetary obligations of Tenant under this Lease as they come due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting (A) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance inferior to the lien of such Leasehold Mortgagee, and (B) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee; and

(ii) if not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means, and prosecute the same to completion with due diligence. If at the end of such 6-month period, any Leasehold Mortgagee is complying and shall continue to comply with this subsection (e) of this section, this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its foreclosure proceedings shall continue for so long as such Leasehold Mortgagee proceeds to complete the steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in subsection (e) of this Section shall be construed to extend the Term nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after any such default has been cured. If such default shall be cured and Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted hereunder.

(f) If Leasehold Mortgagee cures a Tenant default, this Lease shall continue in full force and effect as if Tenant had not defaulted hereunder, and Leasehold Mortgagee or its nominee or other purchaser at foreclosure or otherwise shall have all the rights and privileges granted to Tenant by this Lease, including the right to assign its interest under the Lease. If Leasehold Mortgagee or its nominee or other purchaser pursuant to a foreclosure, other judicial sale, assignment in lieu thereof or otherwise, acquires Tenant's estate pursuant to the terms of this section, such person shall have no liability for any obligations of Tenant under the terms of this Lease that accrued prior to its acquisition of Tenant's estate and if there are outstanding defaults by Tenant under this Lease which are not reasonably curable by the Leasehold Mortgagee, its nominee or other purchaser, as applicable, such past default shall be deemed to have lapsed and to have been cured or waived as to the Leasehold Mortgagee, its nominee or such other purchaser. If a single entity acquires both Landlord's interest in the Demised Premises and Tenant's estate, there shall not be a merger of interests.

(g) For the purpose of this Lease, a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of the Tenant's Leasehold Interest, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of Tenant's Leasehold Interest so as to require Leasehold Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but the purchaser at any sale of Tenant's Leasehold Interest in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of Tenant's Leasehold Interest under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of Tenant's Leasehold Interest.

(h) Any Leasehold Mortgagee or other acquirer of this Lease and Tenant's Leasehold Interest pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, on acquiring Tenant's Leasehold

Interest, assign this lease and thereafter be relieved of all obligations under this Lease, provided that the assignee has delivered to Landlord its written agreement to be bound by all of the provisions of this Lease.

(i) Notwithstanding any other provisions of this Lease to the contrary, any sale of Tenant's Leasehold Interest in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of Tenant's Leasehold Interest in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be a permitted sale, transfer or assignment under the terms of this Lease.

(j) Such purchaser or assignee shall have the right to elect either (i) to enter into a new Lease for the Demised Premises or (ii) to receive an absolute and irrevocable assignment of the Tenant's leasehold interest. If a Leasehold Mortgagee or its nominee elects to enter into a new Lease, the new Lease shall have a term equal to the unexpired portion of the Term and shall be on the same terms and conditions, except for any requirements that are no longer applicable or have been satisfied. The Landlord shall tender the new Lease to the Leasehold Mortgagee or its nominee within thirty (30) days after the Leasehold Mortgagee's or its nominee's request for the Lease and shall deliver possession of the Demised Premises to the Leasehold Mortgagee or its nominee immediately upon execution of the new Lease. In the event a Leasehold Mortgagee or its nominee elects to receive an assignment of the Tenant's Leasehold Interest, such purchaser or assignee shall, on request by Landlord, execute instruments reasonably satisfactory to Landlord evidencing such assumption of and agreement to perform all of the terms, covenants and conditions of this Lease to be observed and performed by Tenant accruing from and after the date of such sale or assignment. The provisions of this subsection (j) of this Section shall apply to each subsequent assignment of the Tenant's Leasehold Interest under this Lease.

(k) Nothing herein shall require any Leasehold Mortgagee or its designee as a condition to its exercise of any of its rights hereunder to cure any default of Tenant not reasonably susceptible of being cured by Leasehold Mortgagee or its designee, including any provisions of this Lease which may impose conditions of default not susceptible of being cured by a Leasehold Mortgagee or a subsequent owner of Tenant's Leasehold Interest through foreclosure.

(l) A standard mortgagee clause naming Leasehold Mortgagee may be added to all insurance policies required to be carried by Tenant hereunder and the Leasehold Mortgagee may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Tenant pursuant to the provisions of this Lease.

(m) Landlord shall give Leasehold Mortgagee prompt notice of any arbitration or legal proceedings between Landlord and Tenant involving obligations under this Lease. Unless the Leasehold Mortgagee provides otherwise, Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereby consent to such intervention. If Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Landlord shall give Leasehold Mortgagee notice, and a copy, of any award or decision made in any such proceedings.

(n) So long as any Leasehold Mortgage is in existence, unless Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the Demised Premises and the leasehold estate of Tenant shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord, Tenant or a third party, by purchase or otherwise.

(o) Landlord hereby waives any statutory and/or common law lien granted to Landlord against any of Tenant's machinery, equipment, inventory, trade fixtures and other personal property, including any of the same located in, on or about the Demised Premises. At Tenant's or any Leasehold Mortgagee's request, Landlord shall execute and deliver waivers of such liens in form approved by Landlord, which approval shall not be unreasonably withheld or delayed.

(p) No payment made to Landlord by Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease, and a Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof.

(q) In the event that the Lease is terminated by Tenant or a trustee for Tenant in a bankruptcy proceeding, Landlord will, at the request of the Leasehold Mortgagee, enter into a new lease for the Property with the Leasehold Mortgagee or its designee, identical in all material respects with the Lease. If more than one Leasehold Mortgagee shall request a new lease pursuant to this subsection, Landlord shall enter into such new lease with the Leasehold Mortgagee whose mortgage is prior in lien, or with the designee of such Leasehold Mortgagee. Landlord, without liability to Tenant or any Leasehold Mortgagee with an adverse claim, may rely on a mortgagee title insurance policy issued by a responsible title insurance company as the basis for determining the Leasehold Mortgagee entitled to such new lease.

(r) Landlord agrees to, and to exercise its best efforts to cause any holder of a mortgage on the Demised Premises to, promptly execute and deliver to the Leasehold Mortgagee any documents, agreements or certificates reasonably required by the Leasehold Mortgagee, including, without limitation, a subordination of Landlord's interest in the Demised Premises to the Leasehold Mortgage and/or an amendment of this Lease, provided such amendment would not materially and adversely affect then-existing rights of Landlord under this Lease. It shall be a condition of Landlord granting any mortgage on the Demised Premises after the date of this Lease that the Landlord obtain an agreement from the holder of such mortgage to provisions of this Lease and the consent of the Tenant, the Investor, and the NJHMFA.

(s) Without the prior written consent of each Leasehold Mortgagee, the parties shall not amend this Lease.

(t) Notwithstanding any other provision of this Lease, no Leasehold Mortgagee shall be or become liable to the Landlord as an assignee of this Lease or otherwise unless it is expressly assumed by written instrument executed by the Landlord and the Leasehold Mortgagee such liability (in which event such Leasehold Mortgagee's liability shall be limited to the period of time which it is the owner of the Tenant's Leasehold Estate created hereby) and no assumption shall be inferred from or result from the foreclosure or other appropriate proceedings in the nature thereof or as a result of any other action or remedy provided for by such Leasehold Mortgagee or other instrument or from a conveyance from the Tenant pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of the Tenant under the terms of this Lease.

(u) The parties agree to execute a Non-Disturbance Agreement and Ground Lease Modification if requested by the NJHMFA providing for protections to the NJHMFA that are required for financing.

(v) Landlord will approve any reasonable requirements or requests of a Leasehold Mortgagee for modifications of the Lease.

29. *Tax Credit Investor.* Landlord acknowledges that a tax credit investor ("Investor") will invest substantial monies in Subtenant and that such investment is absolutely necessary to enable Tenant to enter into this Lease and Subtenant to develop the Improvements. So long as the Investor is an owner of the Subtenant, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without the prior consent in writing of the Investor.

(b) Landlord, on serving Tenant with any notice of legal process in respect of any default under this Lease, shall simultaneously serve a copy of such notice or legal process upon the Investor. The Investor shall thereupon have the same period of time that Tenant has under the Lease, after service of such notice or legal process, plus (i) with respect to any monetary default, an additional ten (10) days; and (ii) with respect to any non-monetary default, an additional thirty (30) days, or such longer period of time if necessary, to remedy or cause to be remedied the default(s) provided that such additional time shall not subject Landlord to either fine (unless the Investor agrees to pay the fine) or imprisonment, and Landlord shall accept such performance by or at the instigation of the Investor as if the same had been done by Tenant.

(c) If any default shall occur under this Lease which entitles Landlord to terminate this Lease, and if before the expiration ninety (90) days from the receipt of notice of termination by the Investor, the Investor shall have notified Landlord of its desire to nullify such notice and shall have paid to Landlord all rent and other amounts

due or in default, and shall have complied with all of the other requirements of this Lease capable of being cured by the Investor, then Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect.

(d) The Investor may be added as an additional insured under any and all liability insurance policies (other than workers' compensation insurance) and as the loss payee under any and all property insurance policies required to be maintained under this Lease.

(e) Nothing herein contained shall require the Investor to cure any default of Tenant.

(f) The Investor shall not become liable for the performance or observance of any covenants or conditions to be performed or observed by Tenant.

(g) Landlord shall, on request, execute, acknowledge and deliver to the Investor (subject to execution, acknowledgment and delivery by the Investor) an agreement prepared at the sole cost and expense of Tenant, in form reasonably satisfactory to Landlord, between Landlord and the Investor, agreeing to the provisions of this Article 29.

(h) The Investor shall be given notice of any arbitration or judicial proceedings between Landlord and Tenant by the Party instituting such arbitration or judicial proceeding, and shall have the right to intervene therein and be made a party to such proceedings. If the Investor shall elect not to intervene or become a party to any such proceedings, the Investor shall receive notice and a copy of any award or decision made in such proceedings from the party instituting such arbitration or judicial proceedings.

(i) Within twenty (20) days after request by the Investor, Landlord shall execute and deliver to the Investor, or such person the Investor shall designate, a written certificate as to: whether the Lease is in full force and effect or if the Lease has been terminated; any existing defaults by Tenant under the Lease known to Landlord; the status of the payments and performance of Tenant required hereunder known to Landlord; and such other information as may be reasonably requested. Landlord shall not charge Tenant or the Investor for delivery of such certificate.

(j) Any rights granted to a Leasehold Mortgagee pursuant to Article 28 shall be granted to the Investor. Tenant shall provide Landlord with notice of the name and address of all Investors, provided that Landlord shall not be required to provide notice to more than five.

30. *Non-Waiver.* No waiver by Landlord of any breach by Tenant of any term, covenant, condition, or agreement herein and no failure by Landlord to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition, or agreement or of any subsequent breach of any such term, covenant, condition, or agreement, nor bar any right or remedy of Landlord in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Landlord, operate as a waiver of the rights of Landlord to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Demised Premises, or to invoke any other appropriate remedy which Landlord may select as herein or by law provided.

31. *Surrender.* Tenant shall, on the last day of the Term of this Lease or upon any termination of this Lease pursuant to Article 14 (Default; Termination) hereof, or upon any other termination of this Lease, well and truly surrender and deliver up the Demised Premises, with the Improvements then located thereon into the possession and use of Landlord, without fraud or delay and in good order, condition, and repair, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Landlord, without any payment or allowance whatever by Landlord on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Provided, however, that Tenant's property, personal property, and other belongings of Tenant or of any subtenant or other occupant of space in the Demised Premises shall be and remain the property of Tenant, and Tenant shall have a reasonable time after the expiration of the Term of this Lease to remove the same.

32. *Memorandum of Lease.* Each of the parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in form suitable for recording setting forth the names of the parties hereto and the Term of this Lease, identifying the Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Basic Rent payable hereunder.

33. *No Partnership.* Landlord shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken under this Lease, a partner of Tenant, in Tenant's business or otherwise, or a member of any joint enterprise with Tenant.

34. *No Oral Changes.* This Lease may not be changed or modified orally, but only by an agreement in writing signed by the party against whom such change or modification is sought to be enforced.

35. *Bind and Inure.* The terms, covenants, conditions, and agreements of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Any waiver of rights by either party hereto shall be deemed to be a waiver of such rights not only by such party but shall be deemed to be a waiver of such rights for and on behalf of each and every successor and assignee of such party. The word Tenant as used herein shall in each instance be deemed to mean the person or persons, corporation or corporations, or other entity or entities who from time to time shall be primarily obligated under this Lease to perform the obligations of Tenant hereunder.

36. *Obligation to Refrain from Discrimination.* The parties hereto hereby covenant by and for themselves, their heirs, executors, administrators, and assigns, and all persons claiming under or through them that this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national origin, or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased.

37. *Force Majeure.* The time within which either party hereto shall be required to perform any act under this Lease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure, or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either party hereto, excluding, however, the inability or failure of either party to obtain any financing which may be necessary to carry out its obligations. Notwithstanding the foregoing, unless the party entitled to such extension shall give notice to the other party hereto (plus concurrent notice by telephone or telegraph if such other party's telephone number is not readily available) of its claim to such extension within thirty (30) business days after the event giving rise to such claim shall have occurred, there shall be excluded in computing the number of days by which the time for performance of the act in question shall be extended, the number of days which shall have elapsed between the occurrence of such event and the actual giving of such notice.

38. *Hazardous Material.* (a) The Tenant shall keep and maintain the Demised Premises in compliance with, and shall not cause or permit the Demised Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions ("*Hazardous Materials Laws*") on, under, about, or affecting the Demised Premises, provided, however, that if Tenant discovers the presence of Hazardous Materials on, in or under the Demised Premises that were present before the start of the Term and/or were not caused by Tenant or its agents, Tenant shall have the right to terminate this Lease. The Tenant shall not use, generate, manufacture, store, or dispose of on, under or about the Demised Premises or transport to or from the Demised Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the

definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "*Hazardous Materials*").

(b) The Tenant shall be solely responsible for, and shall indemnify and hold harmless the Landlord, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, in or under the Demised Premises, following commencement of the Term and caused by Tenant or its agents, representatives, contractors, employees, invitees, licensees and occupants and not the result of Landlord's gross negligence, fraud or willful misconduct, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup, or detoxification of the Demised Premises, and the preparation and implementation of any closure, remedial, or other required plans; and (iii) all reasonable costs and expenses incurred by the Landlord in connection with clauses (i) and (ii), including, but not limited to, reasonable attorney's fees.

(c) The Tenant shall, at its expense, take all necessary remedial action(s) in response to the presence of any Hazardous Materials discharged following commencement of the Term and caused by Tenant or its agents and not the result of Landlord's gross negligence, fraud or willful misconduct, on, in or under the Demised Premises.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

LANDLORD:

BOROUGH OF RIDGEFIELD

_____, Mayor

TENANT:

HOUSING AUTHORITY OF BERGEN COUNTY.

_____, Authorized Signatory

Exhibit A

LANDLORD'S CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE ("Agreement") is made as of this _ day of _____, 2013, by and between (the "**Effective Date**"), **BOROUGH OF RIDGEFIELD, COUNTY OF BERGEN, STATE OF NEW JERSEY**, a public body corporate and politic (hereinafter called "**Landlord**") with an address at 604 Broad Avenue, Ridgefield, New Jersey 07657, **HOUSING AUTHORITY OF BERGEN COUNTY**, a public body corporate and politic, having an address at One Bergen County Plaza, Second Floor, Hackensack, New Jersey 07601 and **RIDGEFIELD SENIOR HOUSING, LLC**, a New Jersey limited liability company (hereinafter called "**Subtenant**"), with an address at c/o Housing Authority of Bergen County, One Bergen County Plaza, Second Floor, Hackensack, New Jersey 07601.

WHEREAS, by agreement of lease dated as of April __, 2013 (the "**Ground Lease**"), between Landlord and Tenant, Landlord leased to Tenant certain premises (the "**Ground Lease Premises**"), more particularly described in the Ground Lease;

WHEREAS, Tenant desires to sublease the Ground Lease Premises to Subtenant (the "**Subleased Premises**");

WHEREAS, Landlord, subject to the provisions herein contained, hereby consents, upon the terms set forth below, to the sublease of the Subleased Premises to Subtenant pursuant to the terms and conditions of that certain Agreement of Sublease dated as of even date herewith between Tenant and Subtenant (the "**Sublease**"), a true and correct copy of which is attached hereto as Schedule A and made a part hereof; and

WHEREAS, capitalized terms, used but not otherwise defined herein, shall have the meanings ascribed to them in the Ground Lease and/or the Sublease, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. Landlord's Consent. Landlord hereby consents to the sublease of the Subleased Premises from Tenant to Subtenant pursuant to the Sublease upon the following terms and conditions:

(a) No further (i) assignment of the Ground Lease by Tenant, or (ii) sublease of the Subleased Premises (or portion thereof) by Subtenant may be made, except as provided in the Ground Lease.

(b) No material or substantive modification, amendment or alteration to the Sublease may be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Nothing contained in this Agreement, the Sublease or any modification or amendment to either, shall be deemed to amend or alter any term, condition or obligation of the Ground Lease.

(d) Nothing contained in this Agreement, the Sublease or any modification or amendment to either, shall be deemed to release Tenant of any of its right and obligations under the Ground Lease. Notwithstanding anything contained herein, Landlord consent and acknowledges that Landlord shall look solely to Subtenant for, and Subtenant agrees to perform, all of Tenant's obligations under the Ground Lease.

2. Landlord's Acknowledgment. Landlord hereby acknowledges its understanding and agreement that, during the term of the Sublease, each and all of the terms, provisions and conditions of the Sublease and those of the Ground Lease, as incorporated into the Sublease, shall be fully applicable to, and binding upon, the Subtenant, and Landlord hereby agrees to accept payment and performance of each of the terms, provisions and conditions of the Sublease and Ground Lease from Subtenant.

3. Landlord's Obligations. Tenant hereby assigns to Landlord all of the terms, provisions and conditions and all of its rights, responsibilities and obligations, as Sublandlord, under the Sublease, and Landlord hereby assumes the same and agrees that it shall be fully obligated to Subtenant, and bound by, all of the terms, provisions and conditions of Sublandlord under the Sublease and of Landlord under all of the terms, provisions and conditions of the Ground Lease, as incorporated into the Sublease. Landlord shall provide Subtenant with a copy of all notices sent or received under the terms of the Ground Lease.

4. Release of Tenant. Landlord hereby releases Tenant from payment and performance of each and all of the terms, provisions and conditions of the Sublease and the Ground Lease during the term of this Sublease. Tenant shall, during the term of the Sublease, have no liability or obligations with respect to any of the terms, provisions and conditions of either of the Sublease or the Ground Lease.

5. Construction of Improvements. Landlord hereby consents and agrees that: (a) Subtenant shall construct the Improvements pursuant to the Project Agreement on the Demised Premises (as defined in the Ground Lease), (b) Subtenant is solely responsible for the Improvements, and (c) Tenant is released from any obligations in connection with the Improvements or the construction of the Improvements.

6. Assumption of Ground Lease. Landlord hereby consents and agrees that provided there is no Event of Default under the Ground Lease, upon completion of the Improvements, Subtenant shall have the option to assume Tenant's right, title and interest in the Ground Lease and, in such event, shall stand in Tenant's original position as if Subtenant was an original signatory to the Ground Lease (the "**Assumption**"), as set forth in Section 12(f) of the Ground Lease. Subtenant shall submit a written notice to Landlord and Tenant that it is exercising its right to the Assumption and upon such notice, Landlord and Tenant shall cooperate with and acknowledge Subtenant's Assumption, including executing all necessary documentation in connection with the Assumption.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed the day and year first above written.

LANDLORD:

WITNESS:

**BOROUGH OF RIDGEFIELD, COUNTY OF BERGEN,
STATE OF NEW JERSEY,**
a public body corporate and politic

By: _____

Name:

Title: _____

TENANT:

WITNESS:

HOUSING AUTHORITY OF BERGEN COUNTY
a public body corporate and politic

By: _____

Name:

Title:

SUBTENANT:

RIDGEFIELD SENIOR HOUSING, LLC,
a New Jersey limited liability company

By: _____

Name:

Title:

SCHEDULE A
TO LANDLORD'S CONSENT TO SUBLEASE

EXECUTED SUBLEASE

SUBLEASE

Between

HOUSING AUTHORITY OF BERGEN COUNTY

(Sublandlord)

and

RIDGEFIELD SENIOR HOUSING, LLC

(Subtenant)

Date: _____, 2013

AGREEMENT OF SUBLEASE (this "**Sublease**"), made as of the ___ day of ___, 2013, by and between and **HOUSING AUTHORITY OF BERGEN COUNTY**, a public body corporate and politic, having an address at One Bergen County Plaza, Second Floor, Hackensack, New Jersey 07601 ("**Sublandlord**") and **RIDGEFIELD SENIOR HOUSING, LLC**, a New Jersey limited liability company, with an address at c/o Housing Authority of Bergen County, One Bergen County Plaza, Second Floor, Hackensack, New Jersey 07601 ("**Subtenant**").

WITNESSETH:

WHEREAS, pursuant to the terms and provisions of that certain ground lease, dated as of _____, 2013 (the "**Ground Lease**") by and between Borough of Ridgefield, County of Bergen, State of New Jersey, a public body corporate and politic, as ground lessor ("**Ground Lessor**"), and Sublandlord, as ground lessee ("**Ground Lessee**"), Ground Lessor leased to Ground Lessee that certain parcel of real property (the "**Land**"), more specifically described by the metes and bounds thereof shown on **Exhibit A**, attached hereto and made a part hereof; for a term of ninety-nine (99) years ("**Term**");

WHEREAS, Sublandlord desires to sublease to Subtenant, and Subtenant desires to hire from Sublandlord, the entirety of the Demised Premises, as more particularly described in the Ground Lease (the "**Subleased Premises**"), on the terms and conditions hereinafter set forth;

WHEREAS, capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Ground Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SUBLEASING OF SUBLEASED PREMISES. Sublandlord hereby subleases to Subtenant, and Subtenant hereby hires from Sublandlord, the Subleased Premises for the Term.

CONDITION OF SUBLEASED PREMISES. On the Tender Date, Sublandlord shall deliver the Subleased Premises, and Subtenant agrees to accept the Subleased Premises, in their then "as is", "where is" condition, provided, however, that the preconditions to the Tender Date, shall have been satisfied.

TERM OF SUBLEASE. The term ("**Term**") of this Sublease shall commence on the date hereof and shall end, unless sooner terminated, on that day which shall be the calendar day immediately preceding the Expiration Date (as such term is defined in the Ground Lease) or such other earlier date that the Ground Lease may terminate.

GROUND LESSOR'S CONSENT. A true and correct copy of Ground Lessor's consent to this Sublease, also executed by Sublandlord and Subtenant, is attached hereto as **Schedule B** and made a part hereof (the "**Consent**").

RENT. Sublandlord and Subtenant acknowledge that Subtenant has paid all Basic Rent due for the Term. In addition, Subtenant covenants and agrees to pay, in lawful money of the United States, additional rent, as such term is referenced in the Ground Lease, including, without limitation, such other costs and expenses set forth in the Ground Lease.

Anything to the contrary contained in this Sublease notwithstanding, all of the amounts payable by Subtenant pursuant to this Sublease, including, without limitation, Basic Rent and any additional rent (collectively, "Rental"), shall be paid by Subtenant directly to Ground Lessor, at the address set forth for the Ground Lessor in the Ground Lease.

Anything to the contrary contained in this Sublease notwithstanding, all Impositions payable by Sublandlord pursuant to the Ground Lease, as tenant thereunder, shall be payable by Subtenant.

In the event of Subtenant's failure to pay any required amounts when due, Sublandlord shall have all of the rights and remedies provided for in this Sublease or at law or in equity in the case of nonpayment of Rental.

CONSTRUCTION AND USE. Subtenant shall construct the Improvements and use the Subleased Premises as required in the Ground Lease.

INCORPORATION OF GROUND LEASE.

All of the representations and warranties and each of the terms, provisions and conditions and the payment and performance obligations contained in the Ground Lease are hereby incorporated in this Sublease by reference, and are made a part hereof, all as if fully set forth herein. In connection therewith, Subtenant hereby acknowledges its understanding and agreement that (i) each and all of the representations and warranties made by Sublandlord, in its capacity as tenant under the Ground Lease, are hereby deemed to be made by Subtenant under this Sublease and (ii) each of the terms, provisions and conditions and the payment and performance obligations of Sublandlord, in its capacity as tenant under the Ground Lease, shall be binding upon Subtenant hereunder. Further in connection therewith, Subtenant hereby agrees to keep, observe and perform, at its sole cost and expense, (i) each of the terms, provisions, covenants and conditions and the payment and performance obligations binding Subtenant under this Sublease and (ii) each of the terms, provisions, covenants and conditions and the payment and performance obligations binding Sublandlord, as Tenant under the Ground Lease.

Subtenant hereby further acknowledges its understanding and agreement that, respecting each and all of the terms, provisions, covenants and conditions and the payment and performance obligations hereunder and those contained in the Ground Lease and incorporated herein and binding upon the Sublandlord pursuant to the applicable terms and provisions of this Sublease, Subtenant shall be solely responsible therefor and Ground Lessor shall look solely

to the Subtenant for the payment and performance of, and compliance with, each of such terms, provisions, covenants and conditions contained herein and in the Ground Lease, as incorporated herein. Each of Sublandlord and Subtenant agree that Subtenant shall enjoy the benefit of all of the rights and remedies of Tenant under the Ground Lease against the Ground Lessor, all as provided for in the Consent to Sublease of Ground Lessor.

Sublandlord hereby further acknowledges its understanding and agreement that Subtenant is solely responsible for the rights, responsibilities and obligations under and pursuant to the Ground Lease and as such, Subtenant and/or its affiliates are solely entitled to all proceeds and benefits of the Demised Premises, the Ground Lease, and this Sublease.

Sublandlord herein shall not be responsible for any breach of the Ground Lease by the Ground Lessor, Subtenant hereby releasing Sublandlord from each and all of the terms, provisions and conditions, and each of the payment and performance obligations, of this Sublease. If the Ground Lease is terminated for any reason whatsoever, whether by operation of law or otherwise, Sublandlord shall not be liable in any manner whatsoever for such termination.

Sublandlord and Subtenant acknowledge that all provisions of Articles 28 and 29 of the Ground Lease are specifically incorporated in this Sublease by reference, and are made a part hereof, all as if fully set forth herein, for the benefit of Leasehold Mortgagee and Investor.

QUIET ENJOYMENT. As long as Subtenant shall pay the Rental due hereunder and shall duly perform all the terms, covenants and conditions of this Sublease on its part to be performed and observed, Subtenant shall peaceably and quietly have, hold and enjoy the Subleased Premises during the Term, without molestation or hindrance.

SERVICES AND REPAIRS. Supplementing the terms and provisions of Section 7(b) hereinabove and the Consent, Subtenant agrees that Sublandlord shall have no obligation to render or supply any services, maintenance or repairs to, or for the benefit of, Subtenant.

ENFORCEMENT OF GROUND LEASE. If Ground Lessor shall default in any of its obligations to Sublandlord as Tenant under the Ground Lease or to Subtenant with respect to the Subleased Premises under this Sublease, Sublandlord shall not be obligated to bring any action or proceeding or to take any steps to enforce Sublandlord's rights against Ground Lessor under the Ground Lease or this Sublease.

ASSIGNMENT, SUBLETTING, TERMINATION.

Except to the extent permitted under the Ground Lease, Subtenant shall not (i) assign this Sublease (by operation of law or otherwise) or (ii) sublease all or any part of the Subleased Premises, mortgage, pledge, hypothecate or otherwise encumber its interest in this Sublease or the Subleased Premises or any interest therein.

Sublandlord agrees to take required actions necessary to accomplish the Assumption, if Subtenant exercises its rights to same. In the event of the Assumption, this Sublease shall terminate.

SUBTENANT REPRESENTATIONS AND WARRANTIES. (b) Subtenant (i) is a duly organized and validly existing limited liability company in good standing under the laws of the State of New Jersey and (ii) has all requisite power and authority to own its property and assets and to transact the business in which it is engaged and presently proposes to engage in and (iii) is duly qualified and authorized to do business, and is in good standing (or subsistence), in its jurisdiction of formation and in the jurisdiction where the ownership, leasing or operation of property or the conduct of its business requires such qualification. Subtenant has all necessary power and authority to execute, deliver and perform the terms and provisions of this Sublease and has taken all necessary action to authorize the execution, delivery and performance by it of this Sublease and of the Consent.

Neither the execution, delivery or performance by Subtenant of this Sublease and the Consent nor compliance by Subtenant with the terms and provisions hereof, nor the consummation of the transactions contemplated herein (i) will contravene any provision of any Laws applicable to Subtenant, (ii) will violate any provision of any organizational document of Subtenant or (iii) require any approval or consent of partners, members or any other person which has not been obtained.

SUBLANDLORD REPRESENTATIONS AND WARRANTIES. (c) (a) Sublandlord (i) is a public body corporate and politic under the laws of the State of New Jersey, (ii) has all requisite power and authority to own its property and assets and to transact the business in which it is engaged and presently proposes to engage in and (iii) is duly qualified and authorized to do business, and is in good standing (or subsistence), in its jurisdiction of formation and in the jurisdiction where the ownership, leasing or operation of property or the conduct of its business requires such qualification. Sublandlord has all necessary power and authority to execute, deliver and perform the terms and provisions of this Sublease and has taken all necessary action to authorize the execution, delivery and performance by it of this Sublease and of the Consent.

Neither the execution, delivery or performance by Sublandlord of this Sublease and the Consent nor compliance by Sublandlord with the terms and provisions hereof, nor the consummation of the transactions contemplated herein (i) will contravene any provision of any Laws applicable to Sublandlord, (ii) will violate any provision of any organizational document of Sublandlord or (iii) require any approval or consent of partners, members or any other person which has not been obtained.

NOTICES. All notices, statements, demands, requests, consents, communications and certificates from either party hereto to the other shall be made in writing and sent by United States Registered or Certified Mail, return receipt requested, postage prepaid,

delivered to Addressee Only, or by courier service with guaranteed overnight delivery, addressed as follows:

- (a) If intended for Sublandlord:

Housing Authority of Bergen County
One Bergen County Plaza, Second Floor
Hackensack, New Jersey 07601
Attention: Executive Director

With a copy to:

Borough of Ridgefield
604 Broad Avenue
Ridgefield, New Jersey 07657
Attention: Borough Administrator

- (b) If intended for Subtenant:

Ridgefield Senior Housing, LLC
c/o Housing Authority of Bergen County
One Bergen County Plaza, Second Floor
Hackensack, New Jersey 07601
Attention: Executive Director

With a copy to:

Borough of Ridgefield
725 Slocum Avenue
Ridgefield, New Jersey 07657
Attention: Borough Administrator

or such other addresses or entities either party hereto may from time to time direct by service of notice on the other party as provided above. Any such notices, statements, demands, requests, consents, communications or certificates shall be deemed given on the date the same is mailed in accordance with this Section 13.

ENTIRE AGREEMENT; AMENDMENT. This Sublease and the exhibits hereto constitute the entire understanding between the parties hereto with respect to the subject matter hereof, and all prior negotiations and agreements with respect to the subject matter hereof are merged herein and superseded hereby. This Sublease may be amended or varied in any of its terms only by a written instrument signed by both parties hereto.

CONSTRUCTION. This Sublease was executed in and shall be construed by and interpreted in accordance with the laws of the State of New Jersey.

HEADINGS. The headings incorporated in this Sublease are for convenience and reference only and are not a part of this Sublease and do not in any way control, define, limit or add to the terms and provisions hereof.

COUNTERPARTS. This Sublease may be executed in any number of counterparts, each of which shall be an original, and all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

SUBLANDLORD:

WITNESS:

**HOUSING AUTHORITY OF BERGEN COUNTY
A public body corporate and politic**

By: _____

Name:

Title:

TENANT:

WITNESS:

**RIDGEFIELD SENIOR HOUSING, LLC
A New Jersey limited liability company**

By: _____

Name:

Title:

SCHEDULE A

Ground Lease

SCHEDULE B

EXECUTED LANDLORD'S CONSENT TO SUBLEASE

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 182-2013

WHEREAS, the Borough of Ridgefield owns a certain aerial fire truck manufactured by Sutphen Corporation; and

WHEREAS, in or about November, 2013, said truck was damaged; and

WHEREAS, the Borough's insurance carrier directed the Borough to have the truck repaired by the manufacturer Sutphen Corporation; and

WHEREAS, Sutphen Corporation did perform repair services in the total cost of \$66,195.31; and

WHEREAS, this repair was not let out to bid inasmuch as the insurance carrier directed that the repairs be performed by Sutphen Corporation; and

WHEREAS, the insurance carrier, rather than pay Sutphen Corporation, has paid the Borough the full amount of the repair bill, less a deductible of \$1,000; and

WHEREAS, the Borough now wishes to pay Sutphen Corporation;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. Payment in the amount of \$66,195.31 to Sutphen Corporation be and same hereby is approved.

2. The Mayor and Council determines that the matter has not been publicly bid inasmuch as same does not represent a contract with the Borough, but rather a contract with the insurance carrier, which carrier has given payment to the Borough rather than Sutphen Corporation, the repair company, and the Borough is now acting as a conduit to make that payment to Sutphen Corporation.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Acosta

RESOLUTION NO. 183-2013

WHEREAS, there is a need for part time summer help in the Department of Public Works; and

WHEREAS, the Public Works Committee at their meeting of May 20, 2013 recommended that the following persons be appointed.

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

KEVIN CATHERINA
KEITH OLSON
JAMES ORLANDO
CHRIS SCHULTZ

are hereby appointed as part time summer help ending September 6, 2013 at an hourly rate of \$10.00.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Castelli

RESOLUTION NO. 184-2013

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following people be hired as Swim Pool personnel for the 2013 pool season:

Frank Elenio	2 nd year	\$7.50
Emily Elenio	2 nd year	\$7.50
Brian Vermeal	2 nd year	\$7.50
Taylor Jakuc	2 nd year	\$7.50
Eamon Catherina	2 nd year	\$7.50
John Greiner	2 nd year	\$7.50
Ilay Silkov	1 st year	\$7.50
Douglas Vincentz	1 st year	\$7.50
Luca Acuri	1 st year	\$7.50
Mark Alegria	4 th year	\$8.25
Kevin Catherina	9 th year	\$10.50
Maggie Catherina	5 th year (wsi)	\$9.50
Adam Egizi	4 th year (wsi)	\$9.25
Taylor Woegens	4 th year	\$8.25
Kyle Vermeal	6 th year (wsi)	\$10.00

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

The undersigned, being the Chief Financial Officer of the Borough of Ridgefield, County of Bergen, New Jersey, and the person charged with the responsibility of maintaining financial records of said Borough in accordance with N.J.S.A. 40:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, does hereby certify that there are adequate funds available for the payment of the attached list of invoices, duly adopted by said Borough, and which said list indicates the specific line item of said budget to which expenditures shall be charged.

Joseph Luppino,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting May 28, 2013

Presented by Councilman Jimenez

RESOLUTION NO. 185-2013

BE IT RESOLVED, that warrants totaling \$850,225.04
be drawn on the following accounts:

CURRENT	\$671,578.42
TRUST	\$29,321.00
CAPITAL	\$123,926.46
POOL	\$18,878.37
UNEMPLOYMENT FUND	\$6,520.79
TOTAL	\$850,225.04

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Severino				
Acosta				
Jimenez				
Penabad				
Shim				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk