

BOROUGH OF RIDGEFIELD

A G E N D A

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

Date: February 27, 2023

Open Public Meetings Statement by Mayor Suarez

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

- Discussion with Board of Education and Dr. Pantoliano on HIB

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: 7:00 P.M. C.T.O.: Adjourn:

Pledge of Allegiance

Invocation

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-WORK SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Jimenez		
Kontolios		
Larkin		
Dorsett		
Ryu		

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Jimenez		
Kontolios		
Larkin		
Dorsett		
Ryu		

ROLL CALL-PUBLIC SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Jimenez		
Kontolios		
Larkin		
Dorsett		
Ryu		

As advertised, hearing will be held on Ordinance No. 2451 entitled, “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCIAL AGREEMENT BY AND BETWEEN THE BOROUGH OF RIDGEFIELD AND BSREP III RIDGEFIELD URBAN RENEWAL, LLC”

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

CONSENT AGENDA:

All items listed are considered to be routine and non-controversial by the Borough Council and will be approved by one motion. There will be no separate discussion on these items unless a Council member(s) so request it, in which case the item(s) will be removed from the Consent Agenda and considered in its normal sequence on the agenda. The one motion signifies the adoption of all resolutions and approval of applications and minutes.

90-2023	Councilman Jimenez	Resolution of Municipal Support-DMW Holdings LLC
91-2023	Councilman Jimenez	Authorize Auction of Fire Department Ladder Truck
92-2023	Councilman Castelli	BCUA Solid Waste Service Agreement
93-2023	Councilman Castelli	Hire Part-Time DPW/Sanitation Employee-Ronchi
94-2023	Councilman Kontolios	Hire Part-Time Police Department Employee-Lizzy
95-2023	Councilman Castelli	Hire Part-Time Building Department Clerical Employee-Carbone
96-2023	Mayor Suarez	Black History Month Proclamation
97-2023	Mayor Suarez	Appointment Trustees of the Public Library

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

RESOLUTIONS:

98-2023	Councilman Jimenez	Transfer of Appropriation Reserves
99-2023	Councilman Jimenez	Warrants

COMMENTS BY MAYOR:

COMMENTS BY COUNCIL:

COMMENTS BY ADMINISTRATOR:

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 February 27, 2023

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				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
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 February 27, 2023

Presented by Councilman Jimenez

ORDINANCE NO. 2451

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

“AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCIAL AGREEMENT BY AND BETWEEN THE BOROUGH OF RIDGEFIELD AND BSREP III RIDGEFIELD URBAN RENEWAL, LLC”

introduced on the 13th day of February, 2023, 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				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 13, 2023

Presented by Councilman Jimenez

ORDINANCE NO. 2451

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et. seq.*, as amended and supplemented (the “Tax Exemption Law”), the Borough of Ridgefield is authorized to provide for tax exemptions and abatements within a redevelopment area and for payments in lieu of taxes; and

WHEREAS, the Borough declared Block 503, Lot 1 (the “Property”) as an “area in need of redevelopment” pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et. seq.*, as amended and supplemented (the “Redevelopment Law”); and

WHEREAS, BSREP III Ridgefield Urban Renewal, LLC (the “Entity”) is the fee title owner of the Property and intends to construct a warehouse project consisting of 336,962 square feet of warehouse space, 11,451 square feet of ancillary office space, truck bays and associated parking (the “Project”); and

WHEREAS, the Entity has previously submitted an application to the Borough for the approval of a long term tax exemption from real estate taxes for the Project (the “Exemption Application”), as an urban renewal project, as such term is used in the Tax Exemption Law, all in accordance with *N.J.S.A. 40A:20-8*; and

WHEREAS, the Borough and the Entity have reached agreement with respect to, among other things, the terms and conditions relating to the Annual Service Charges and desire to execute the Financial Agreement.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, as follows:

Section I:

The Exemption Application is hereby accepted and approved, in accordance with and consistent with the Financial Agreement which is attached hereto as EXHIBIT A and incorporated herein.

Section II:

The Financial Agreement referenced above, subject to such minor changes as may be deemed necessary and approved by the Borough Attorney, is hereby authorized and approved by

the Mayor and Council, and the Mayor and Borough Clerk are hereby authorized and directed to execute same on behalf of the Borough.

Section III:

The Mayor is hereby further authorized and directed to (i) execute and deliver, and the Borough Clerk is hereby further authorized and directed to attest to such execution and to affix the corporate seal of the Borough to any document, instrument or certificate deemed necessary, desirable or convenient by the Mayor, after consultation with the Borough Consultants, to be executed in connection with the execution and delivery of the Financial Agreement and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the Mayor and (ii) perform such other actions as the Mayor deems necessary, desirable or convenient in relation to the execution and delivery thereof.

Section IV:

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

Section V:

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

Section VI:

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.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter “Agreement” or “Financial Agreement”), made this _____ day of February, 2023, by and between **BSREP III RIDGEFIELD URBAN RENEWAL, LLC**, a New Jersey limited liability company, qualified as an urban renewal entity in accordance with the Long Term Tax Exemption Law of 1992, constituting Chapter 431 of the Pamphlet Laws of 1991 of the State of New Jersey (the “State”), and the acts amendatory thereof and supplemental thereto (the “Tax Exemption Law”, as codified in N.J.S.A. 40A:20-1 et seq.), including any successors and assigns (the “Entity”) and the **BOROUGH OF RIDGEFIELD**, a municipal corporation in the County of Bergen and the State of New Jersey (the “Borough”).

WITNESSETH:

WHEREAS, pursuant to and in accordance with the provisions of the Tax Exemption Law, the Borough is authorized to provide for tax abatement within a redevelopment area and for payments in lieu of taxes; and

WHEREAS, by Resolution No. 145-216, duly adopted on March 29, 2016, the Borough declared Block 503, Lot 1 (the “Property”) as an “area in need of redevelopment” pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., as amended and supplemented (the “Redevelopment Law” and together with the Tax Exemption Law, the “Acts”); and

WHEREAS, on November 18, 2022, the Borough adopted Ordinance No. 2447 approving and adopting the “Pfister Site Redevelopment Plan, Block 503, Lot 1, Borough of Ridgefield, Bergen County, NJ September 2022” in accordance with the Redevelopment Law with respect to the Property; and

WHEREAS, the Entity is the fee title owner of the Property and intends to construct thereon a warehouse project consisting of 336,962 square feet of warehouse space, 11,451 square feet of ancillary office space, truck bays and associated parking (the “Project”); and

WHEREAS, the Entity has submitted an application to the Borough for the approval of a long term tax exemption from real estate taxes for the Project, as an urban renewal project, as such term is used in the Tax Exemption Law, all in accordance with N.J.S.A. 40A:20-8 (the “Exemption Application”, a copy of which is attached hereto as Exhibit A); and

WHEREAS, on February 13, 2023, the Borough Council introduced Ordinance No. 2451 entitled “An Ordinance of the Borough of Ridgefield Authorizing the Execution and Delivery of a Financial Agreement by and between the Borough of Ridgefield and BSREP III Ridgefield Urban Renewal, LLC (the “Ordinance”, a copy of which is attached hereto as Exhibit B); and

WHEREAS, the Borough and the Entity have reached agreement with respect to, among other things, the terms and conditions relating to the Annual Service Charges, as such term is defined herein, and desire to execute this Financial Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE I
GENERAL PROVISIONS

SECTION 1.01 *General Definitions*

(a) The following terms shall have the respective meanings ascribed to such terms in the preambles:

Acts
Borough
Entity
Exemption Application
Financial Agreement
Ordinance
Property
Project
Redevelopment Law
Tax Exemption Law

(b) The following terms as used in this Financial Agreement shall, unless the context clearly requires otherwise, have the following meanings:

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3(b). In accordance with the calculation set forth in the Tax Exemption Law, specifically N.J.S.A. 40A:20-15, the amount of Allowable Net Profit shall be cumulative such that (a) with respect to the Entity, it shall be an amount equal to the sum of the Allowable Net Profit of the Entity in each year from and including the year that all the Improvements are completed up to and including the year for which the Allowable Net Profit is being calculated, and (b) with respect to any subsequent owner, it shall be an amount equal to the sum of the Allowable Net Profit of such subsequent owner from and including the year that such subsequent owner purchased, or otherwise obtained, title to the Project up to and including the year for which the Allowable Net Profit is being calculated.

Allowable Profit Rate - The annual percentage rate as set forth in N.J.S.A. 40A:20-3(b).

Annual Gross Revenue – Except as provided below, all revenue and income of the Entity as determined annually pursuant to N.J.S.A. 40A:20-3(a) and the terms of this Financial Agreement. The Entity has represented that there are no insurance, operating or maintenance expenses paid by a tenant which are ordinarily paid by a landlord contemplated. The parties agree that customary operating and maintenance expenses of commercial tenants (including without limitation those paid by a tenant in a triple net lease) such as taxes (including payments in lieu of taxes such as the Annual Service Charge), insurance, utilities and other operating and maintenance expenses paid by a tenant shall not be included in Annual Gross Revenue. For the avoidance of doubt, any amount so excluded from Annual Gross Revenue pursuant to the preceding sentence shall not be treated as an expense of the Entity for purposes of computing Net Profits. Any gain realized by the Entity on the sale of the Project, whether or not taxable under federal or state law, shall not be included in computing Annual Gross Revenue. For the avoidance

of doubt, revenue or income shall be included in Annual Gross Revenue in the period it is actually received by the Entity and without regard to any adjustments required by GAAP.

Annual Service Charge - The annual amount of payments in lieu of taxes on the Improvements due and payable by the Entity to the Borough as calculated in accordance with the terms hereof. The term Annual Service Charge shall have the same meaning, purpose, force and effect, as the term "Annual Service Charge" shall have in accordance with the Acts.

Applicable Law – Any and all federal, state and local laws, rules, regulations, rulings, court orders, statutes and orders applicable to the Project, Property and the tax exemption provided hereunder.

Auditor's Report - A complete financial statement, the contents of which have been prepared in a manner consistent with GAAP, the Tax Exemption Law, and the requirements of this Agreement (even to the extent inconsistent with GAAP) and that fully details all items as required by the Tax Exemption Law, including without limitation, (a) the terms and interest rate on any mortgage(s) associated with the Project and (b) the Net Profit for the period shown, including the calculation thereof, and that has been certified as to its conformance with such standards by a certified public accountant who is, or whose firm is, licensed to practice that profession in the State.

Certificate of Occupancy - The document issued by the Borough pursuant to N.J.S.A. 52:27D-133, whether temporary or permanent, authorizing occupancy of a building or structure, or a portion thereof, on the Property.

Excess Net Profit – The amount of Net Profits that exceeds the Allowable Net Profits for the applicable accounting period as determined in accordance with the Tax Exemption Law.

Excess Profits Accounting Period – The period in accordance with N.J.S.A. 40A:20-15 commencing on the date on which all the Improvements are completed and terminating at the end of the last full fiscal year of the Entity (or such different period as applies to a transferee of title in the Project pursuant to N.J.S.A. 40A:20-15) in which the Net Profits of the Entity exceed Allowable Net Profits as more particularly set forth in N.J.S.A. 40A:20-15.

GAAP - Generally accepted accounting principles in the United States of America as in effect from time to time.

Improvements – Shall mean, individually or collectively, as the case may be, any building, structure, fixture or improvements comprising the Project to be constructed, acquired and/or renovated on, in or under the Property.

In Rem Tax Foreclosure- A summary proceeding by which the Borough may enforce the lien for taxes or other municipal charges due and owing by a tax sale, all in accordance with the Tax Sale Law.

Land – The Property, exclusive of the Improvements.

Land Taxes - The taxes assessed on the value of the Land in accordance with generally applicable law.

Material Condition – Shall have the meaning applied to such term as set forth in Section 4.06 hereof.

Minimum Annual Service Charge - The minimum annual service charge shall be the amount equal to the total taxes levied against the Property in the last full tax year in which the Property was subject to conventional taxation.

Net Profit – The Annual Gross Revenue of the Entity less all annual operating and non-operating expenses of the Entity, all determined as provided herein or by the Tax Exemption Law, specifically N.J.S.A. 40A:20-3(c). In this regard, Total Project Cost shall be amortized over the thirty (30) year term of the tax exemption provided under this Agreement. In accordance with the calculation set forth in the Tax Exemption Law, specifically N.J.S.A. 40A:20-15, the amount of Net Profit shall be cumulative such that (a) with respect to the Entity, it shall be an amount equal to the sum of the Net Profit of the Entity in each year from and including the year that all the Improvements are completed up to and including the year for which the Net Profit is being calculated, and (b) with respect to any subsequent owner, it shall be an amount equal to the sum of the Net Profit of each subsequent owner from and including the year that such subsequent owner purchased, or otherwise obtained, title to the Project up to and including the year for which the Net Profit is being calculated.

Completion Date – shall mean the date that a Certificate(s) of Occupancy shall be issued for the Project authorizing occupancy of the Project.

Tax Assessor - The tax assessor for the Borough.

Tax Sale Law – N.J.S.A. 54:5-1 et seq., as the same may be amended and supplemented from time to time.

Termination Date – The earlier to occur of (i) thirty (30) years from the Completion Date; (ii) thirty-five (35) years from the date of execution of this Agreement; or (iii) such other date that this Agreement terminates or that the tax exemption granted under this Agreement expires, terminates or is no longer in effect, including without limitation, pursuant to the terms of this Agreement or Applicable Law or which by operation of the terms of this Agreement or pursuant to the Tax Exemption Law is the date the Entity relinquishes the tax exemption granted under this Agreement.

Total Project Cost – The total Project costs incurred through the date that permanent Certificate(s) of Occupancy have been issued for occupancy of the entire Project, as calculated in accordance with N.J.S.A. 40A:20-3(h), which shall include all project costs to the maximum extent permitted by the Tax Exemption Law.

Uncontrollable Circumstance– The events or conditions set forth below, or any combination thereof, that has (have) had or may reasonably be expected to have a material adverse effect on the rights of the parties to this Agreement or a party's ability to perform its obligations or comply with the conditions set forth in this Agreement, provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement:

(a) An act of God, such as severe natural conditions such as landslide, lightning strike, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of a public enemy, war, blockade, insurrection, riot, general unrest or general restraint of government and people strikes, lockouts or similar labor unrest, provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe weather conditions (such as, but not limited to, seasonable temperature and precipitation), taking into account the geographic location and topographic and geotechnical conditions of the Property.

(b) the enactment, promulgation, modification or repeal of or with respect to any Applicable Law subsequent to the effective date of this Agreement, which establishes requirements affecting performance by the party relying thereon as a justification for its failure to perform any obligation under this Agreement.

(c) Action or inaction by any governmental authority which precludes or delays the party relying thereon from performing its obligations under this Agreement, provided however, that (i) such action, inaction, issuance, denial or suspension shall not be the result of the illegal or unlawful actions of the party relying thereon, and/or (ii) decisions interpreting federal, state and local tax laws that are generally applicable to all business taxpayers shall not constitute an Uncontrollable Circumstance under this paragraph (c).

(d) The suspension, termination, interruption, denial, failure of or delay in the renewal or issuance of any governmental approval, provided however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon, and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest shall constitute or be construed as a willful, intentional or negligent action or inaction by such party.

(e) The intentional or unintentional damage or destruction of the Improvements or any portion or phase thereof or of the Property by contractors, as long as the Entity has implemented and complied with customary and reasonable security measures and has maintained customary and reasonable insurance against the occurrence of such acts.

(f) Delay caused by or arising out of legal action or lawsuits filed in challenge of the issuance or grant of any governmental approval, including, but not limited to, local Planning Board approval of the entity's site plan/subdivision.

(g) Delay caused by or arising out of any strike, lock out or labor unrest, including the inability of any vendor, contractor or materials supplier to make timely delivery of materials of long-lead items due to strike, lock outs, labor unrest, nationalemergency or other delays in the industry.

(h) Delay caused by or arising out of any regulations, restrictions, orders or other requirements of any governmental authority issued as a result of pandemic, including but not limited to the Covid-19 pandemic, including but not limited to delay resulting from the unavailability of materials due to the forgoing, excepting, however, any such regulations, restrictions, orders or other requirements of any governmental authority issued as a result of the Covid-19 pandemic and in effect as of the date of this Agreement.

Urban Renewal Entity – Shall have the meaning as such term is defined, used and applied in the Tax Exemption Law.

SECTION 1.02 Exhibits Incorporated

All exhibits and schedules referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof. Such exhibits and schedules include:

Schedules

Schedule 1 Metes and bounds description of all real property located within the Property

Exhibits

Exhibit A Exemption Application

Exhibit B Ordinance

ARTICLE II **APPROVAL**

SECTION 2.01 *Borough Approval of Tax Exemption*

Pursuant to the Ordinance, any and all Improvements shall be exempt from taxation as provided for herein and in the Tax Exemption Law. In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-12, such tax exemption shall constitute a single continuing exemption from local property taxation for the duration of this Financial Agreement. The Project shall be as described herein and in the Exemption Application and the Entity hereby expressly covenants, warrants and represents that the Property, including any Improvements related thereto, shall be used, managed and operated for the purposes set forth herein, the Exemption Application and in accordance and the Acts.

SECTION 2.02 *Borough Approval of Project to be Undertaken by the Entity*

Approval is hereby granted by the Borough to the Entity for the development, financing, construction, management and operation of the Project, which shall in all respects comply and conform to all applicable statutes of the State, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof.

ARTICLE III **DURATION OF AGREEMENT**

SECTION 3.01 *Term*

(a) It is hereby expressly understood and agreed by the parties that this Agreement, including the obligation to pay the Annual Service Charges required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall commence on the Completion Date and shall, provided that there shall not be a default under this Financial Agreement, remain in effect, for a period of thirty (30) years, but in no event, for a period longer than thirty-five (35) years from the date hereof.

(b) If at any time during the term of this Financial Agreement there shall be a default by the Entity of any or all of the provisions of this Financial Agreement, which default shall not have otherwise been cured or remedied in accordance with the terms hereof or thereof, this Financial Agreement shall automatically terminate, subject to the terms hereof.

(c) Upon the expiration of the tax exemption provided for herein or Termination Date (i) the tax exemption provided herein on the Improvements shall expire, the Annual Service Charge and any other payments due from the Entity under this Agreement shall terminate and the Property, including any Improvements related thereto, shall thereafter be taxed according to the general law applicable to all other non-exempt property located in the Borough; and (ii) all obligations, restrictions and limitations of this Financial Agreement or otherwise imposed upon the Entity and the Property, including the Improvements related thereto (including without limitation the profits and dividends restrictions under the Acts) shall terminate, provided that the Entity shall render the Entity's final accounting to the Borough in accordance with N.J.S.A. 40A:20-12. The exceptions to such afore-mentioned termination of obligations, restrictions and limitations are the following obligations which shall survive termination of the tax exemption provided that such excepted obligations, restrictions or limitations arose within the effective dates of the tax exemption: (i) the requirement to

make payment of any unpaid Annual Service Charge, (ii) the requirement to make payment to the Borough of any reserves, or Excess Net Profit, if applicable, in accordance with Article VII hereof, and (iii) any and all related and available remedies of the Borough concerning exceptions (i) and (ii) of this provision.

SECTION 3.02 Voluntary Termination

(a) In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(g) and 13, at any time after one (1) year from the Completion Date, the Entity may voluntarily terminate this Financial Agreement and relinquish its status under the Acts.

(b) Notwithstanding anything contained in this Financial Agreement to the contrary, in the event that the Entity shall voluntarily terminate this Financial Agreement, all in accordance with Section 3.02(a) hereof, the provisions of Section 3.01(c) hereof shall be applicable.

(c) Notwithstanding anything contained in this Financial Agreement to the contrary, in the event that the Entity shall voluntarily terminate this Financial Agreement, all in accordance with Section 3.02(a) hereof, the date of such termination shall be deemed the close of the fiscal year of the Entity, all in accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-13.

SECTION 3.03 Apportionment

Notwithstanding anything contained in this Financial Agreement to the contrary, in the event that this Financial Agreement shall be terminated, the procedure for the apportionment of any taxes and/or Annual Service Charges, as applicable, shall be the same as would otherwise be applicable to, in accordance with the laws of the State, any other property located within the Borough upon a change in the exemption or tax status of such property.

ARTICLE IV
ANNUAL SERVICE CHARGE

SECTION 4.01 Commencement of Annual Service Charge

The Entity shall make payment of the Annual Service Charge commencing on the Completion Date, with the actual payment of the Annual Service Charge in accordance with Section 4.02.

SECTION 4.02 Payment of Annual Service Charge

(a) The Annual Service Charge shall be due and payable in equal quarterly installments on each November 1, February 1, May 1 and August 1 after the Completion Date. The Annual Service Charge shall be prorated in the year in which the Completion Date begins and the year in which this Financial Agreement shall terminate. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable State law in the case of unpaid taxes or tax liens on land until paid.

(b) Each installment payment of the Annual Service Charge is to be made to the Borough and shall be clearly identified as “Annual Service Charge Payment for the BSREP III Ridgefield Urban Renewal, LLC Urban Renewal Project”.

(c) If any installment of the Annual Service Charge is not paid to the Borough in accordance with this Financial Agreement on the date and in the full amount scheduled to be paid, the

Entity hereby expressly waives any objection or right to challenge the use by the Borough of the enforcement of remedies to collect such installment of the Annual Service Charge as are afforded the Borough by law, including without limitation the Tax Sale Law.

SECTION 4.03 Annual Service Charge

(a) The Annual Service Charge shall be equal to an amount calculated as follows:

(i) For each of the years one (1) through ten (10), the Annual Service Charge shall be an amount equal to the greater of (A) 13% of the Annual Gross Revenue or (B) \$2.98 per square foot of the building, which minimum square footage amount shall be increased 2% per annum (for illustrative purposes only, the per square footage rate in year 5 shall be \$3.22).

(ii) For each of the years eleven (11) through twenty (20), the Annual Service Charge shall be an amount equal to the greater of (A) 14% of the Annual Gross Revenue or (B) \$3.89 per square foot of the building, which minimum square footage amount shall be increased 2% per annum.

(iii) For each of the years twenty-one (21) through thirty (30), the Annual Service Charge shall be an amount equal to the greater of (A) 15% of the Annual Gross Revenue or (B) \$5.05 per square foot of the building, which minimum square footage amount shall be increased 2% per annum.

(b) (i) For years sixteen (16) through twenty-one (21), the total Annual Service Charge shall not be less than 20% of the amount of the taxes otherwise due on the value of the Land and Improvements.

(ii) For years twenty-two (22) through twenty-seven (27), the total Annual Service Charge shall not be less than 40% of the amount of the taxes otherwise due on the value of the Land and Improvements.

(iii) For years twenty-eight (28) through twenty-nine (29), the total Annual Service Charge shall not be less than 60% of the amount of the taxes otherwise due on the value of the Land and Improvements.

(iv) For year thirty (30), the total Annual Service Charge shall not be less than 80% of the amount of the taxes otherwise due on the value of the Land and Improvements.

(c) In no event shall the Annual Service Charge be less than the Minimum Annual Service Charge.

SECTION 4.04 Municipal Charges

The Entity hereby expressly acknowledges, understands, and agrees that, in addition to Land Taxes and Annual Service Charges, it shall be responsible for the payment (without any credit whatsoever hereunder other than for Land Taxes paid as a credit to the Annual Service Charge) of all other applicable municipal charges that may, from time to time, be lawfully assessed upon the Property, including, without limitation, any and all special benefit assessments, special improvement district assessments, water and sewer charges and other municipal charges, whether presently existing or hereinafter imposed, and that the Borough may enforce such assessments and charges in any manner (including, but not limited to, foreclosure or tax sale) permitted by applicable law.

SECTION 4.05 Total Project Costs

No later than ninety (90) days after the date that permanent Certificate(s) of Occupancy have been issued for the entire Project, the Entity shall submit, or cause the submission of, the actual certified Total Project Costs.

SECTION 4.06 Material Conditions

It is expressly agreed and understood that (a) all payments of Land Taxes, Annual Service Charges and other municipal charges, and any interest payments, penalties or costs of collection due thereon and (b) the tax exemption granted under this Agreement, are material conditions of this Agreement (“Material Conditions”). If any other term, covenant or condition of this Financial Agreement or the Exemption Application, as to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable by virtue of a non-appealable order of a court of competent jurisdiction, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by law.

SECTION 4.07 Land Taxes

The Land shall not be exempt from Land Taxes during the term of the tax exemption granted under this Agreement. The Entity shall be entitled to a credit against the Annual Service Charge for the amount, without interest, of Land Taxes paid in the last four (4) preceding quarterly installments.

SECTION 4.08 Remittance to County

The Borough shall remit to the County of Bergen five percent (5%) of the Annual Service Charge received hereunder in accordance with N.J.S.A. 40A:20-12(b)(2).

SECTION 4.09 Administrative Fee

The Entity agrees that it shall pay to the Borough a fee of two percent (2%) of the Annual Service Charge as an administrative fee to be paid annually for the term of this Agreement.

ARTICLE V
CERTIFICATE OF OCCUPANCY

SECTION 5.01 Certificate of Occupancy

It is understood and agreed that the Entity shall remain obligated to make application for and make all good faith efforts which are commercially reasonable to obtain Certificate(s) of Occupancy, or such other final approval as may be required, in a timely manner for the Property and the Improvements related thereto.

SECTION 5.02 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with the Tax Assessor, Tax Collector, and Chief Financial Officer of the Borough a copy of any Certificate(s) of Occupancy, or such other final approval as may be required.

ARTICLE VI
BOROUGH DETERMINATIONS

SECTION 6.01 Benefits and Importance of Tax Exemption

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-11, the Borough hereby finds and determines that this Financial Agreement is to the direct benefit of the health, welfare and financial well-being of the Borough and its citizens because it allows for the development of a vacant and fallow site into a productive, useful and job-creating property, and further:

- (a) The costs associated with the tax exemption granted herein are minor compared to the estimated Total Project Cost of \$126,000,000 and the benefit created by (i) the construction and/or renovation of the Improvements and (ii) approximately 250 jobs during the construction period and 440 permanent jobs.
- (b) Without the tax exemption granted herein it is highly unlikely that the Project would otherwise be undertaken and the tax exemption is very important in influencing the locational decision of the probable occupant(s) of the Project.

ARTICLE VII
ANNUAL AUDITS

SECTION 7.01 Accounting System

The Entity hereby expressly covenants and agrees to maintain a system of accounting and internal controls established and administered in accordance with GAAP consistently applied, and as otherwise prescribed herein or in the Tax Exemption Law, during the term of this Agreement.

SECTION 7.02 Periodic Reports

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(d), the Entity shall submit, on an annual basis and within ninety (90) days after the close of the calendar year or the Entity's fiscal year, depending upon the Entity's accounting basis, its Auditor's Report certified by an independent certified public accountant for the preceding fiscal or calendar year to the Mayor, the Borough Council and the Borough Clerk, who shall advise those municipal officials required to be advised.

SECTION 7.03 Inspection

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(e), upon the request of the Borough or the State, the Entity shall permit the inspection of the Property, including any Improvements related thereto, and any of its equipment, buildings or other facilities by the requesting party or its agents. It also shall permit, upon

request of the Borough or the State, reasonable examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the Borough or the State. Such inspection, examination or audit shall be made during the hours of the business day, in the presence of any officer or agent of the Entity.

SECTION 7.04 Payment of Dividends and Distribution of Profits

In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(a) and 15, during the period of tax exemption as provided herein, an entity that is a limited dividend entity (including the Entity to the extent applicable), shall not make any distribution of profits, or pay or declare any dividend or other distribution on any shares of any class of its stock, unless, after giving effect thereto, the Allowable Net Profit preceding the date of the proposed dividend or distribution would otherwise equal or exceed the amount of all dividends and other distributions paid or declared on any shares of its stock since its incorporation or establishment.

SECTION 7.05 Limitation on Profits and Reserves

(a) In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(a), -13 and -15, an entity that is a limited dividend entity (including the Entity), shall, within one hundred and twenty (120) days of the close of its fiscal year, or upon termination of this Financial Agreement or transfer by the entity of title of the Project, within ninety (90) days of the close of its fiscal year, pay any Excess Net Profit, if any, for the applicable Excess Profits Accounting Period, to the Borough, provided however, that the entity may maintain a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of its Annual Gross Revenue for the last full fiscal year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in such reserve, provided however, that upon any such termination or transfer, the amount of such reserve actually maintained, if any, shall be paid to the Borough within ninety (90) days of the close of the entity's fiscal year.

(b) In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-9(a) and 16, an entity that is a nonprofit entity, shall, within 90 days of the close of its fiscal year, pay over its Net Profit, if any, to the Borough, provided however, that the entity may maintain a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of its Annual Gross Revenue and may retain such part of the Net Profits as is necessary to eliminate a deficiency in such reserve, provided however, that upon the termination of this Financial Agreement, the amount of such reserve actually maintained, if any, shall be paid to the Borough within ninety (90) days of the close of its fiscal year.

ARTICLE VIII
SALE AND/OR TRANSFER OF PARCEL

SECTION 8.01 Approval

(a) The Entity may sell all or a portion of the Project provided that the sale is (i) to another urban renewal entity organized under and in full compliance with the provisions of the Long Term Tax Exemption Law and (ii) that the obligations of the Entity under this Agreement are fully assumed by the transferee. Provided such conditions are satisfied, the Borough hereby

consents to a transfer of the Project by the Entity to another urban renewal entity organized under N.J.S.A. 40A:20-1 et seq., their successors and assigns, and the transfer of the Financial Agreement to such urban renewal entity, all owning no other project at the time of the transfer. Upon such transfer, the tax exemption for the Project shall continue and inure to the transferee urban renewal entity and its respective successors or assigns.

(b) In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-6, 15, in the event of any sale, transfer or other conveyance of the Property, including the Improvements, in accordance with subsection (a) above by an Urban Renewal Entity that is a limited dividend entity (including the Entity), such Urban Renewal Entity shall no longer be subject to, bound by, or otherwise governed by this Financial Agreement, provided however, that within ninety (90) days after the date of the end of the Urban Renewal Entity's fiscal year in which such sale, transfer or other conveyance of fee title occurred, such Urban Renewal Entity shall pay to the Borough any reserves it was authorized to maintain and actually maintained, if any, and any and all Excess Net Profits, if any, all in accordance with Section 7.05(a) hereof.

(c) In accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-6, 16, in the event of any sale or other transfer of fee title ownership, in accordance with subsection (a) above, by an Urban Renewal Entity that is a nonprofit Urban Renewal Entity, such Urban Renewal Entity, shall no longer be subject to, bound by, or otherwise governed by this Financial Agreement, provided however, that within ninety (90) days after the date of the end of the Urban Renewal Entity's fiscal year in which such sale or transfer occurred, such Urban Renewal Entity shall pay to the Borough any reserves it was authorized to maintain and actually maintained, if any, and any and all Net Profits, if any, all in accordance with Section 7.05(b) hereof.

(d) Notwithstanding anything set forth in this Agreement, it is expressly understood and agreed that any sale, transfer or other conveyance of any ownership interest in the Entity shall be permitted and shall in no way be prohibited. Any sale, transfer or other conveyance of ownership in the Entity of greater than ten percent (10%) shall be disclosed to the Borough governing body in the annual disclosure statement filed in accordance with the Tax Exemption Law or in correspondence sent to the Borough in advance of such annual disclosure statement.

SECTION 8.03 Subordination of Fee Title

Notwithstanding the provisions set forth in this Agreement, it is expressly acknowledged, understood and agreed that the Entity has the right, subordinate to the lien, as a matter of law, of the Annual Service Charge, and to the rights of the Borough hereunder, to encumber the fee title to the Property, including any Improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Financial Agreement.

The Borough and the Entity agree that it will not modify or supplement this Financial Agreement, and Entity shall not surrender or terminate this Financial Agreement, without the prior written consent of the holder of any mortgage loan encumbering the fee title to the Property (the "Mortgagee").

As of the date of this Financial Arrangement, a fee mortgage has been executed by the Entity in favor of Bank of the West, as administrative agent (the "Agent") for the lenders (collectively, the

Lenders”) from time to time party to that certain Construction Loan Agreement (defined below) pursuant to that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of _____ 2023, and recorded on _____ 2023, in the official records of the County of Bergen as instrument no: [_____] (the “Mortgage”). The Mortgage secures a loan made by the Lenders to the Entity pursuant to that certain Construction Loan Agreement dated as of _____ 2023, by and among the [Entity], the Agent and the Lenders (the “Loan Agreement”).

The Borough acknowledges that the Agent is the current Mortgagee and holder of the Mortgage, and as the date hereof, all notices to be sent to the Mortgagee hereunder shall be sent to the Agent at the address below:

BANK OF THE WEST
Attn: ReneeTong
CBG Loan Administration
2527 Camino Ramon
Mail Stop: NC-B07-3E-I
San Ramon, California 94583
Loan No. [_____]

With a copy to:

Morrison & Foerster LLP
707 Wilshire Blvd., Suite 6000
Los Angeles, California 90017
Attn: Susannah S. Cupp, Esq.

The Borough agrees that in the event of any default by the Entity hereunder, it will give concurrent notice of such default to the Mortgagee, and Mortgagee shall have a right, but not the obligation, to cure such default on behalf of the Entity within thirty (30) calendar days after the time provided for Entity to cure such default in this Financial Agreement has expired or, if such default cannot be cured within that time, within a reasonable period of time thereafter provided Mortgagee is proceeding with due diligence to cure such default. In such event, the Borough shall not exercise its rights hereunder on account of the default while such remedies are being diligently pursued by Mortgagee.

The Borough agrees that upon a default by the Entity under the Mortgage, the Mortgagee may pursue any remedy available to Mortgagee under the Mortgage or by law, including, without limitation all remedies set forth in N.J.S.A.55:17-8, which are incorporated herein by this reference.

SECTION 8.04 Operation of Project

At all times during the term of this Agreement, the Property, including any Improvements related thereto, shall be operated in accordance with all Applicable Laws.

ARTICLE IX
WAIVER

SECTION 9.01 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Borough or the Entity of any rights and remedies provided by law for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Borough has under law, in equity, or under any provision of this Financial Agreement.

ARTICLE X
NOTICE

SECTION 10.01 Notice

Any notice required hereunder to be sent by any party to another party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, hand delivery, or reputable overnight delivery service for next business day delivery, as follows:

- (a) When sent to the Entity it shall be addressed as follows:

BSREP III Ridgefield Urban Renewal, LLC
c/o Brookfield Properties, LLC
1180 Peachtree Street NE, Suite 3380

Atlanta, Georgia 30309

Attention:

with copy to:

Paul C. Kaufman, Esq.
DeCotiis, FitzPatrick, Cole & Giblin, LLP
61 Paramus Road
Suite 250
Paramus, New Jersey 07652

- (b) If to the Borough:

Borough of Ridgefield
Borough Hall
700 Shaler Boulevard
Ridgefield, New Jersey 07657
Attn: Mayor and/or Borough Clerk

From time to time either party may designate a different person or address for all the purposes of this notice provision by giving the other party no less than ten (10) days' notice in advance of such change of address in accordance with the provisions hereof. Notices shall be effective upon the earlier of receipt or rejection of delivery by the addressee. Any notice given by an attorney for a party shall be effective for all purposes.

ARTICLE XI
COMPLIANCE

SECTION 11.01 Statutes and Ordinances

The Entity hereby expressly agrees at all times prior to the expiration or other termination of this Financial Agreement to remain bound by the provisions of all applicable federal and State law, including without limitation, the Acts and any lawful ordinances and resolutions of the Borough. The Entity's failure to comply with such statutes, ordinances or resolutions shall constitute a violation and breach of this Financial Agreement.

ARTICLE XII
CONSTRUCTION

SECTION 12.01 Construction

This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Financial Agreement to be drawn since counsel for both the Entity and the Borough have combined in their review and approval of same.

ARTICLE XIII
DEFAULT

SECTION 13.01 Default

A default hereunder shall be deemed to have occurred if the Entity fails to conform to the terms of this Financial Agreement or fails to perform any obligation imposed upon the Entity by Applicable Law. It is hereby expressly acknowledged and understood by the parties hereto that in the event of a default by the Entity, as applicable, which default shall not otherwise be cured or remedied in accordance with the terms of this Financial Agreement, the tax exemption granted herein shall immediately cease and shall have no further force and effect and the Property and Improvements shall thereafter be assessed and taxed according to the general law applicable to all other non-exempt property located within the Borough.

SECTION 13.02 Cure Upon Default

Should the Entity be in default of any obligation under this Agreement, the Borough shall notify the Entity in writing of said default. Said notice shall set forth with particularity the basis of said default. Except as otherwise limited by law, the Entity shall have ninety (90) days from such notice to cure any default (other than a default in payment of any installment of the Annual Service Charge in which case there shall be a twenty (20) day cure period). In the case of a default (other than payment of the Annual Service Charge) which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced, within the time periods set forth herein, the Entity shall have such additional time as reasonably necessary to remedy or cure such default provided that the Entity shall at all times

be acting with diligence, and in good faith, to remedy or cure such default as soon as practicable. Upon such default beyond the expiration of the cure period, the Borough shall have the right to proceed against the Property, including any Improvements related thereto, pursuant to any and all applicable provisions of law.

SECTION 13.03 Remedies

In the event of a default of this Agreement by any of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Tax Exemption Law and this Agreement; provided however, in a dispute between the parties with regard to Land Taxes or other municipal charges, any party may, if not otherwise prohibited by law, apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Acts, and in the event the Superior Court shall not entertain jurisdiction, the parties shall submit such dispute to arbitration in accordance with the provisions of this Section 13.03. Costs for said arbitration shall be paid by the non-prevailing party. The Arbitrator will be mutually agreed upon by the parties or, in the absence of such an agreement, chosen in accordance with the applicable rules of the American Arbitration Association. The award rendered by the Arbitrator(s) shall be final.

SECTION 13.04 Remedies Upon Default Cumulative; No Waiver

Subject to the provisions of Section 13.03 hereof and the other terms and conditions of this Agreement, all of the remedies provided in this Financial Agreement and all rights and remedies granted to the parties by law and equity, shall be cumulative and concurrent. No determination of the invalidity of any provision of this Financial Agreement shall deprive the Borough of any of their remedies or actions against the Entity or the Property, including any Improvements related thereto, because of the Entity's failure to pay Land Taxes or the Annual Service Charge. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charge or such other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges or such other charges shall not be construed as a waiver of the right to proceed with an In Rem Foreclosure action consistent with the terms and provisions of the Tax Sale Law and this Agreement.

SECTION 13.05 Uncontrollable Circumstances.

The performance by either party of any of its obligations under this Agreement shall be subject to, and any delay or failure in such performance shall not be deemed to be a default where delays or failure to perform are the result of, an Uncontrollable Circumstance. Notwithstanding the foregoing, the payment of Land Taxes and Annual Service Charge are material conditions of this Agreement which shall not be excused by an Uncontrollable Circumstance, except the extent the delayed payment of municipal property taxes is permitted by law.

ARTICLE XIV
MISCELLANEOUS

SECTION 14.01 Conflict

The parties agree that in the event of a conflict between the Exemption Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

SECTION 14.02 Oral Representations

There have been no oral representations made by any of the parties hereto which are not contained in this Financial Agreement.

SECTION 14.03 Financing Matters

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 that is not set forth in this Agreement is set forth in the Exemption Application and the same is incorporated herein by this reference thereto. The mortgage amortization, interest rate and principal amount of any Property and/or Project related financing shall be updated upon any refinance(s) of the Property and/or Project related debt or the incurrence of any additional debt from time to time.

SECTION 14.04 Municipal Services

The Borough hereby agrees that it shall supply the same municipal services to and for the Project as shall be provided to all other non-exempt property located within the Borough, in the same manner, without any further charges or assessments.

SECTION 14.05 Delivery to Tax Assessor

The Clerk of the Borough shall deliver to the Tax Assessor a certified copy of the Ordinance along with an executed copy of this Financial Agreement. Such delivery by the Borough Clerk to the Tax Assessor shall constitute the certification as required in accordance with the Tax Exemption Law, including without limitation N.J.S.A. 40A:20-12. Upon such delivery, the Tax Assessor shall implement the tax exemption granted and provided herein and shall continue to enforce the tax exemption, without further certification by the Borough Clerk, until the expiration or termination of the tax exemption in accordance with the terms hereof. Within ten (10) calendar days following the later of the effective date of the Ordinance or the execution of this Financing Agreement by the Entity, the Borough Clerk shall transmit a certified copy of the Ordinance and Financial Agreement to the chief financial officer of Bergen County and to the Bergen County Counsel for information purposes.

SECTION 14.06 Amendments

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto, except as otherwise provided herein. In the event that the Local Finance Board, in accordance with the Tax Exemption Law, specifically N.J.S.A. 40A:20-18, shall implement a financial plan that shall require modification of this Financial Agreement, the Borough hereby expressly covenants, warrants and represents that it shall not approve any modification if such modification would alter, adjust, amend, revise or otherwise change (a) any Annual Service Charge due hereunder, or the calculation thereof or (b) the date on which any Annual Service Charge shall be due hereunder.

SECTION 14.07 Good Faith

In their dealings with each other, the parties agree that they shall act in good faith.

SECTION 14.08 Entire Document

All conditions in the Ordinance and the Exemption Application are incorporated in this Agreement and made a part hereof.

SECTION 14.09 Counterparts

This Financial Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14.10 Estoppel Certificate

Within thirty (30) days following written request therefor by either Party, the other Party shall issue a signed estoppel certificate in reasonable form stating that (i) this Financial Agreement is in full force and effect and (ii) to such Party's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and/or the giving of notice would result in the occurrence of a default) or stating the nature of any default

SECTION 14.11 Headings

The section headings in this Financial Agreement are for convenience only and shall not be deemed to add to or subtract from the meaning of the text in this Financial Agreement.

SECTION 14.12 Severability

If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

[The remainder of this page is intentionally left blank – signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Financial Agreement to be executed as of the date first above written.

ATTEST:

**BSREP III RIDGEFIELD URBAN
RENEWAL, LLC**

By: _____

ATTEST:

BOROUGH OF RIDGEFIELD

Linda Silvestri, Borough Clerk

By: _____
Anthony Suarez, Mayor

[SEAL]

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Councilman Jimenez

RESOLUTION NO. 90-2023

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called "cannabis" for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c.16, known as the "New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act" (the "Act"), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six (6) marketplace classes of licensed cannabis businesses, specifically including a Class 2 Cannabis Manufacturing license; and

WHEREAS, Section 31a of the Act authorizes municipalities to adopt by ordinance the number of Class 2 Cannabis Manufacturing licenses that will be available in a municipality; and

WHEREAS, on February 28, 2022, the Borough of Ridgefield adopted Ordinance #2425 (the "Ordinance"), which established that two Class 2 Cannabis Manufacturing licenses would be available for a cannabis establishment to operate within the Borough of Ridgefield; and

WHEREAS, the Ordinance further established that the Cannabis licensee would be required to site his, her or its establishment within a designated area of the Borough of Ridgefield; and

WHEREAS, following the adoption of the Ordinance, the Borough of Ridgefield received a substantial number of inquiries from prospective licensees regarding the process for obtaining municipal support for a Cannabis establishment to operate within the Borough of Ridgefield, and in response the Borough of Ridgefield asked all those who had so inquired to provide the Borough of Ridgefield with information that would allow it to conclude that a prospective licensee is ready, willing and able to operate a successful and safe cannabis business within the Borough of Ridgefield; and

WHEREAS, the Borough of Ridgefield received a number of responses and upon review of same, the Borough Council is prepared to issue a resolution of municipal support to DMW Holdings LLC.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, in the County of Bergen, in State of New Jersey as follows:

1. The above recitals are hereby incorporated as if restated herein in full.
2. The Mayor and Council of the Borough of Ridgefield find and determine that DMW Holdings LLC has presented the Borough of Ridgefield with sufficient evidence that if it is granted a Class 2 Cannabis Manufacturing License, it will have control of a lawful site within an approved zone, and further has provided documentation reflecting that it is ready, willing and able to operate a successful and safe cannabis business within the Borough of Ridgefield.
3. The Borough of Ridgefield has set a limit of two Class 2 Cannabis Manufacturing licenses under the Ordinance. The issuance of a Class 2 Cannabis Manufacturing license to DMW Holdings LLC by the Cannabis Regulatory Commission would not exceed that limit.
4. The Mayor and Council of the Borough of Ridgefield formally express their support for DMW Holdings LLC with respect to its application to the New Jersey Cannabis Regulatory Commission for a Class 2 Cannabis Manufacturing Cannabis License.
5. Nothing in this Resolution shall preclude the Mayor and Council from issuing additional resolutions of municipal support to other applicants, to the extent that may be permissible under the regulations promulgated by the Cannabis Regulatory Commission, nor shall it limit the Mayor and Council's authority with respect to any request for input from the Cannabis Regulatory Commission as to their preferred licensee.
6. Nothing in this Resolution is intended to affirm that DMW Holdings LLC will ultimately be granted a license from the Borough of Ridgefield to operate a cannabis business within the Borough of Ridgefield, as evidence of compliance with the Borough of Ridgefield's laws and regulations will be required to be demonstrated by the applicant at the appropriate time.
7. A certified copy of this resolution shall be provided to the appropriate representatives of DMW Holdings LLC.
8. This Resolution shall take effect immediately.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Councilman Jimenez

RESOLUTION NO. 91-2023

A RESOLUTION OF THE BOROUGH COUNCIL OF RIDGEFIELD AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

WHEREAS, the Borough of Ridgefield has determined that the personal property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Borough of Ridgefield intends to utilize the online auction services of GovDeals located at www.govdeals.com through the Sourcewell National Cooperative for which the Borough and GovDeals are both participants of; and

WHEREAS, the sales are being conducted pursuant to N.J.S.A. 40A:11-36 and the guidance set forth in the Division of Local Government Services' Local Finance Notice 2019-15,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Ridgefield in the County of Bergen, State of New Jersey, that the Borough of Ridgefield is hereby authorized to sell the surplus personal property as indicated on Schedule A on an online auction website entitled www.GovDeals.com; and

BE IT FURTHER RESOLVED, that the terms and conditions of the agreement entered into between GovDeals and the Borough of Ridgefield are available at www.GovDeals.com and in the Borough Clerk's office.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

SCHEDULE A

1998 Spartan with Simon-LTI LT-93 MM, VIN #457AX439WC027638 Vehicle has 15,654 miles and is in good condition.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Councilman Castelli

RESOLUTION NO. 92-2023

WHEREAS, on September 27, 2021, the Mayor and Council authorized the participation of the Borough of Ridgefield in the Bergen County Utilities Authority's Solid Waste Cooperative by virtue of Resolution No. 251-2021; and

WHEREAS, the initial term of the Solid Waste Service Agreement expires effective May 31, 2023; and

WHEREAS, the BCUA has prepared and provided a First Amendment to Solid Waste Service Agreement to be entered into by and between the Borough of Ridgefield and the BCUA for the period June 1, 2023 through May 31, 2024; and

WHEREAS, the Borough Attorney has reviewed and approved said agreement; and

WHEREAS, the agreement with the BCUA constitutes a shared services agreement as set forth in the Uniform Shared Services and Consolidation Act; and

WHEREAS, the Local Public Contracts Law authorizes and permits contracting governmental units to enter into service agreements providing for services contemplated herein without competitive bidding for same; and

WHEREAS, the Mayor and Council of the Borough of Ridgefield authorizes the Borough to enter into the attached agreement with the BCUA;

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

1. The Borough be and is hereby authorized to enter into the attached Solid Waste Service Agreement with the Bergen County Utilities Authority.
2. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute said agreement on behalf of the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Councilman Castelli

RESOLUTION NO. 93-2023

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

NICK RONCHI

be hired as a part-time DPW/Sanitation employee at the starting rate of \$16.00 per hour effective March 2, 2023.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Councilman Kontolios

RESOLUTION NO. 94-2023

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

MIKE LIZZY

be hired as a part-time Police Department employee at the starting rate of \$16.00 per hour effective March 2, 2023.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Councilman Castelli

RESOLUTION NO. 95-2023

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

RITA CARBONE

be hired as a part-time Building Department clerical employee at the starting rate of \$16.00 per hour effective March 2, 2023.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Mayor Suarez

Proclamation

RESOLUTION NO. 96-2023

WHEREAS, Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty;

NOW THEREFORE BE IT PROCLAIMED that I, Mayor Anthony R. Suarez, designate the month of February 2023 as BLACK HISTORY MONTH and urge our residents to join together in making this period of rededication to the principles of justice and equality for all people.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Mayor Suarez

RESOLUTION NO. 97-2023

BE IT RESOLVED, that the Mayor and Council appoints:

MARIA KRUM ILIEV

as the Mayor's Alternate on the Trustees of the Ridgefield Free Public Library for calendar year 2023.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Councilman Jimenez

RESOLUTION NO. 98-2023

WHEREAS, N.J.S.A. 40A:4-59 provides that if, during the first three months of any fiscal year, the amount of any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during said preceding year which were chargeable to said appropriation, and there shall be an excess in any appropriation reserves over and above the amount deemed necessary to fulfill its purpose, the governing body may, by resolution adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to an appropriation reserve or any appropriation in the prior budget deemed to be insufficient to fulfill its purpose or for which no reserve was provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer is herewith directed to execute the following transfers in the calendar year 2023 budget appropriation reserves:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
Fire Dept Clothing Allowance	10,000.00	
Recycling O/E	12,000.00	
Emergency Management O/E	10,000.00	
Legal Services O/E	30,000.00	
DPW O/E		5,000.00
Public B/G Maintenance		25,000.00
Electric & Gas		28,000.00
Parks & Recreation S/W		4,000.00

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Silvestri,
Borough Clerk

	COUNCIL VOTE			
	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

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.

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 27, 2023

Presented by Councilman Jimenez

RESOLUTION NO. 99-2023

BE IT RESOLVED, that warrants totaling **\$1,220,293.72**
be drawn on the following accounts:

CURRENT	\$335,666.17
TRUST	\$4,630.13
CAPITAL	\$876,190.93
POOL	\$3,805.29
DOG LICENSE	\$1.20
TOTAL	\$1,220,293.72

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Jimenez				
Kontolios				
Larkin				
Dorsett				
Ryu				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk