

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2017-289

Council Meeting Date: 12-04-2017

Date Adopted: 12-04-2017

**TITLE:** RESOLUTION TO ADVERTISE AND HOLD A PUBLIC AUCTION FOR LEASE OF PROPERTY KNOWN AS 1243 SPRINGFIELD AVENUE.

Councilperson Muñoz submitted the following resolution, which was duly seconded by Councilperson Madden.

**WHEREAS**, the Borough of New Providence presently leases for office space a portion of premises known as 1243 Springfield Avenue, Block 50, Lot 14, on the Tax Map of the Borough to Lassus Wherley & Associates, P.C.; and

**WHEREAS**, said lease terminates December 31, 2017; and

**WHEREAS**, the Borough Council wishes to continue to lease such property as it is not needed for public use, and that it may not, in the foreseeable future, be utilized for public use;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Borough of New Providence, County of Union, State of New Jersey that the attached Public Notice be advertised in a newspaper circulated within the municipality at least once a week during two consecutive weeks; and

**BE IT FURTHER RESOLVED** that sealed bids shall be received by the Borough at the Municipal Building, 360 Elkwood Road, New Providence, New Jersey 07974 on Wednesday, January 10, 2018 at 10:00 a.m. Eastern Standard Time; and

**BE IT FURTHER RESOLVED** that upon completion of the bidding, the highest bid may be accepted, or all of the bids may be rejected. Acceptance or rejection of the bid or bids shall be made not later than the second regular meeting of the Governing Body following completion of the bidding, and if the Governing Body shall not so accept the highest bid or reject all bids, said bids shall be deemed to have been rejected.

This Resolution shall take effect immediately.

APPROVED, this 4th day of December, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO			X	
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 4th day of December, 2017.

Wendi B. Barry, Borough Clerk

**NOTE: PLEASE DO NOT SEPARATE**

**RETURN ENTIRE BID DOCUMENT**

BIDDER

ADDRESS

TELEPHONE

**BOROUGH OF NEW PROVIDENCE**

**UNION COUNTY**

**NEW JERSEY**

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS

AND BID PROPOSAL FOR

**1243 SPRINGFIELD AVENUE LEASE**

Allen Morgan, Mayor  
Gary Kapner, Council President  
Michael Gennaro, Councilman  
Armand Galluccio, Councilman  
James Madden, Councilman  
Robert Munoz, Councilman  
Robert Robinson, Councilman

Douglas R. Marvin, Borough Administrator

December 2017

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**NOTICE TO BIDDERS BOROUGH OF  
NEW PROVIDENCE UNION COUNTY,  
NEW JERSEY**

Notice is hereby given that sealed bids will be received by the Borough of New Providence, County of Union, State of New Jersey at the Borough Clerk's Office, Municipal Building, 360 Elkwood Road, New Providence, New Jersey 07974 on Monday, January 8, 2018 at 10:00 A.M. eastern standard time and at that time and place publicly opened and read aloud for the following bid:

The leasing, for office purposes, of a portion of the premises known as 1243 Springfield Avenue, Block 50, Lot 14 on the Tax Map, more particularly described as lying within the area bounded on the south by the northerly sideline of Springfield Avenue, on the west by the easterly sidelines of the Central Business District, on the north by a line 150' distant from and parallel to the southerly sideline of Elkwood Avenue and on the east by the westerly sideline of Academy Street, together with all buildings and structures presently thereon, excepting therefrom a certain tower located on the subject premises, together with a parcel of land sufficient for the installation of concrete pads and small support equipment structures, is hereby authorized upon the terms and conditions hereinafter set forth.

Bids may be submitted via mail, or in person, in accordance with the following instructions:

A. By submitting said bid in a sealed opaque envelope, bearing the name and address of the bidder and clearly marked "Lease of 1243 Springfield Avenue" and mailed to Wendi B. Barry, Borough Clerk at the aforesaid address. Such mailed bid must be received prior to date and time affixed for its opening.

B. By delivering said bid personally by hand in a sealed opaque envelope bearing the name and address of the bidder and clearly marked "Lease of 1243 Springfield Avenue" to the Borough Clerk, at the aforesaid address, date and time immediately prior to the bid opening.

Responsibility for such timely delivery is upon the person, or firm, submitting the bid.

The Lease of the described premises shall be in accordance with the Instructions to Bidders, including proposed form of lease and Bid Proposal, which may be examined and obtained at the Office of the Clerk, Municipal Building, 360 Elkwood Avenue, New Providence, New Jersey 07974, telephone 1-908-665-1400, on normal business days, Monday through Friday, 8:30 A.M. to 4:30 P.M.

Bidders shall use the prepared proposal forms and associated documents and must enclose same in a sealed envelope properly labeled and addressed as denoted above.

The Borough of New Providence will not accept bids of less than \$5,100.00 per month for the initial year of the lease.

The Borough of New Providence hereby reserves the right to reject any or all bids and to award the lease to the highest responsible bidder and to waive minor defects in any bid.

WENDI B. BARRY  
Borough Clerk

**BOROUGH OF NEW PROVIDENCE  
UNION COUNTY, NEW JERSEY**

Bid Specifications  
**1243 SPRINGFIELD AVENUE LEASE  
SECTION 1.0  
INSTRUCTIONS TO BIDDERS**

- 1.1 Scope of Lease:** The Borough of New Providence, New Jersey, is seeking written proposals for a lease agreement whereby the lessor will lease the premises known as 1243 Springfield Avenue, Block 50, Lot 14, as more particularly described in the Notice to Bidders and the Proposed Form of Lease, attached hereto.
- 1.2 Obligation of Bidder to Inspect the Premises:** Bidders shall, and hereby are directed to, inspect the any and all portions of the premises and any facilities of the Borough which may be relevant to the proposal set forth in these specifications and which may impact in any way on the bidder so that the bidder might make his, her or its own judgment with respect to all of the circumstances affecting the cost and the nature of the work to be performed. Any information provided by the Borough of New Providence herein is approximate and is not to be taken as binding. Bidders assume all patent and latent risks in connection therewith.
- 1.3 Specifications:** Bidders are advised to carefully examine the General and Detailed Specifications for the proposed lease and make their own independent evaluation and judgment with respect to the circumstances affecting the cost and the manner of their performance.
- 1.4 Condition of Premises:** The Borough of New Providence does not make any representations or warranties in connection with any of the premises which will be subject to the lease. The premises is leased in "as is" condition. The lease is further subject to the terms and conditions set forth in the Proposed form of Lease attached hereto.

**1.5 Preparation of Bids:** Each bidder must submit a bid for the entire amount called for in the various specifications and contract documents which form a part of this proposal. The failure to conform to this requirement will result in the classification of a bid as "irregular" and will render the bid subject to rejection. The attachment of any conditions, limitations or ancillary provisions by a bidder to his/her proposal will cause a similar classification and have a similar effect.

All bids must be submitted on the bid form. All bids must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, addressed to:

**Borough Clerk  
Borough of New Providence  
Municipal Center  
360 Elkwood Avenue  
New Providence, NJ 07974**

and clearly marked:

**"1243 Springfield Avenue Lease"**

All documents, Affidavits and other information accompanying the bids shall be contained in the bid envelope. All bids must be submitted in a sealed envelope on or before **Monday, January 8, 2017 at 10:00 AM** eastern standard time to Wendi B. Barry, Borough Clerk, Municipal Center, 360 Elkwood Avenue, New Providence, New Jersey 07974. **No bid will be accepted after the time and date specified, and any bids received after that time and date will be returned unopened to the bidder. Any bid not submitted in a sealed envelope will not be accepted and will be returned to the bidder.**

The Borough of New Providence reserves the right, in the exercise of its sole discretion, to reject any and all bids whenever the Borough Council determines that the rejection of the bid or bids is in the best interest of the Borough of New Providence. It likewise reserves the right to waive any non-conformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the General Detailed Specifications herein set forth. The determination of whether an error or departure is one of substance rests within the sole discretion of the Borough of New Providence.

- 1.6 Signature of Bidder:** The firm, corporation, or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation, the title of the officer signing on behalf of the corporation must likewise be stated and proof shall be provided that the officer is authorized to sign on behalf of the Corporation. In the case of a partnership, the signature of at least one partner must follow the firm name together with an indication that the signature is that of a partner. In the event that some other agent of the proprietorship submits or executes a bid for the firm, he/she shall attach thereto a notarized statement executed by the proprietor which designates him/her as an agent of the proprietorship authorized to execute and submit the bid in question.
- 1.7 Bidder's Affidavit:** Each Bidder shall execute and deliver to the Borough of New Providence at the time of the submission of the bid, the Bidder's Affidavits on the forms attached hereto.
- 1.8 Affirmative Action Affidavit:** Each bidder will complete, sign and deliver, at the time of the submission of the bid an Affirmative Action Affidavit on the form specified.
- 1.9 Affidavit of Non-Collusion:** Each bidder will complete, sign and deliver, at the time of the submission of the bid an Affirmative Action Affidavit on the form specified.
- 1.10 Withdrawal or Modification of Bid Prohibited:** No proposal may be withdrawn, altered or otherwise modified after it has been duly deposited with or at the office of the Borough of New Providence.
- 1.11 Interpretation:** No interpretation of the meaning of the Instruction to Bidders, General or Detailed Specifications or other contract documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of a written addendum to this proposal, which, if issued, will be mailed to all parties of record having received specifications. Failure of any bidder to receive any addendum shall not relieve the bidder of any obligation under his/her or its bid as submitted nor from any obligation to conform to the requirements herein or in any addendum set forth. Any and all addenda shall be signed by a bidder and returned as a part of the bid.
- 1.12 Award of Lease:** Acceptance of the bids on the Lease will be made on or before the second regular meeting of the governing body, or within such other time as may be permitted by law, following the opening of bids, and may be awarded to the highest

responsible bidder whose bid complies in all respects with the requirements as stated herein. The Borough of New Providence reserves the right to reject any or all bids if the governing body determines that it is in the interest of the Borough to do so. The Borough also reserves the right to reject any bid where a bidder fails to furnish any of the documents required to be filed with the bid, or fails to furnish any pertinent information required or misstates or conceals any material fact or when the Borough determines that a Bidder is not responsible. After bids have been opened and studied, the Borough reserves the right to choose that bid which it believes meets the best interests of the Borough, provided the bid complies in all respects with the requirements as set forth herein. The governing body of the Borough of New Providence shall determine whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications.

**1.13 Terms of Lease:** The lease awarded hereunder shall be as is set forth in the Proposed Form of Lease found in item IX, Appendix, attached hereto.

**1.14 Bid:** Each bidder will submit his/her or its bid on the Bid Form included in and made a part hereof

**1.15 New Jersey Corporate Status:** All bidders are advised that the Borough will verify corporate status with the New Jersey Secretary of State and that no contract will be awarded to any Corporation whose charter or authorization to do business in the State of New Jersey has been suspended or revoked.

**1.16 Law Against Discrimination:** All Borough contracts prohibit the successful bidder from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, creed, color, national origin, ancestry, or sex, in accordance with N.J.S.A. 10:2-1 through 10:2-4, including all amendments thereof. All bidders shall comply with the New Jersey Law Against Discrimination and all applicable regulations relative to affirmative action requirements.

**1.17 Affirmative Action and Non-Collusion Statements:** All bidders shall comply with the Affirmative Action Regulations adopted by the Treasurer of the State of New Jersey and applicable to all contracts with public agencies in the State of New Jersey. All bidders are notified that there is mandatory Affirmative Action language that must be included in all contracts. A copy of that language is attached to the bid specifications.

**1.18 Disclosure Statement:** All bidders shall complete and sign the Disclosure Statement relating to conflict of interest and setting forth all ownership interests in the bidder in accordance with the following standards:

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds unless prior to the receipt of the bid or accompanying the bid, of the corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, or any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more stockholders or partners is/are a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporation stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

Failure to comply with the disclosure requirements will constitute good cause for the rejection of the bid submitted.

**1.19 Indemnification of the Borough:** The successful bidder (Lessee) shall indemnify and save the Borough of New Providence harmless from and against all suits, claims, actions, or judgments for any injury or damage sustained or alleged to have been sustained by any part or parties by reason of the Lessee tenancy or by or on account of any act of omission or commission of any Lessor's their agents, employees and Lessees; and, in case any action shall be brought against the Borough, the Lessee shall immediately take charge of and defend same at his/her, its or their own cost and expense. The Borough may, if it so desires, defend the action and charge the expense of defense to the Lessee.

**Addendum to Specifications:** In the event that any clarification is determined to be necessary by the Borough Administrator of the Borough of New Providence, an Addendum to these specifications will be issued and will be mailed by regular mail to each potential bidder who has requested a copy of these specifications.

**1.20 Bidder Responsibility for Addendum:** All potential bidders are advised that they will be held responsible for any Addendum, whether or not they actually receive the Addendum.

**1.21 FOR CORPORATIONS ONLY. Submit a Proof that the individual submitting the Bid is authorized to do so on behalf of the Corporation. Adequate proof shall include [a] Certified Copy of a Resolution Adopted by the Board of Directors Authorizing the Submission of the Bid and Authorizing the Appropriate Officer to Execute the Bid on Behalf of the Corporation or [b] an Affidavit submitted by a Corporate Officer that the individual submitting the bid is authorized to do so on behalf of the Corporation.**

## **SECTION 2.00**

### **GENERAL SPECIFICATIONS**

Bidders are hereby advised that upon the award of the Lease, all items, conditions, provisions and procedures set forth in the Notice to Bidders, Instructions to Bidders, and the Specifications both General and Detailed and all forms and affidavits pursuant thereto shall be a part of the Lease. Except as may otherwise hereinafter be set forth, the term "lessee" shall mean the highest responsible bidder to whom the Lease has been awarded and has executed and delivered the Lease to the Borough of New Providence.

**2.1 Obligations of the Lease:** The Lessee shall, at his/her or its own cost and expense, and in strict conformity with the lease annexed hereto annexed specifications, perform all obligations and duties thereunder.

**2.2 Notice to the Lessee:** The residence or place of business designated in the bid or proposal upon which the Lease is founded is hereby designated as a place at which all notices, letters, and other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may of necessity be hereafter dispatched may be sent by regular mail, and the Lessee shall be deemed to have received the notice. If the document in question has been addressed to the Lessee at the aforesaid address and has been deposited in a post-paid wrapper in any Post Office Box regularly maintained by the United States Post Office Department, the date of service of the Notice or other communication shall be the date on which the same was so deposited in the United States

Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Lessee personally, it being agreed that personal service, while not required, is superior to the general mode of service, by mail as prescribed herein.

- 2.3 Insurance:** Lessee shall take out and maintain during the term of the Contract, at Lessee's own expense, the policies of insurance designated in the Proposed Form of Lease attached hereto.
- 2.4 Payments to the Borough:** All payments shall be made in accordance with the terms in the Proposed Form of Lease.
- 2.5 Assignment:** Neither the Lease nor any portion thereof, nor any of the obligations thereunder, may be assigned, sublet, or transferred to any person, firm or corporation, except upon the prior written consent and approval of the Borough. Any assignment shall not release the successful bidder from any liability under the Lease.
- 2.6 No Waiver of Lease:** No violation, breach, or failure of performance shall be deemed to be waived by the Borough because of payment, nor shall there be deemed to be a waiver by the Borough of its right to cancel the Lease for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms and conditions herein contained.

### **SECTION 3.00**

#### **DETAILED SPECIFICATIONS**

- 3.01 1243 Springfield Avenue Lease - Minimum Bid:** Bidders will be responding to the Proposed Form of Lease which is attached hereto and is made a part hereof. The minimum acceptable bid will provide for a payment to the Borough of New Providence during the initial year of the Lease at the rate of at least Five Thousand One Hundred (\$5,100.00) Dollars per month.



**IV**

BOROUGH OF NEW PROVIDENCE  
1243 SPRINGFIELD AVENUE LEASE

**BID PROPOSAL**

**Signature:**

**Name:**

**Title:**

**Name of Company:**

**Address:**

**Phone:** -

**Date:** - **BID AMOUNT**

1243 SPRINGFIELD AVENUE LEASE

TOTAL BID AMOUNT

INITIAL MONTHLY RENT	(Write in words)	(Dollars)	\$	(Figures)
EQUIVALENT ANNUAL RENT (FIRST YEAR)	(Write in words)		\$	(Figures)

BOROUGH OF NEW PROVIDENCE

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY )
SS:
COUNTY OF )

I, \_\_\_\_\_ of the Borough of
New Providence, County of Union and State
of New Jersey State of New Jersey

according to law, upon my oath, depose and say that: \_\_\_\_\_ of full age, being duly sworn

I am \_\_\_\_\_ the firm of \_\_\_\_\_ of New Providence, NJ the bidder making the
Proposal for the above named work, and that I, the bidder, executed the said Proposal with full
authority to do so; that said bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise in connection with the above named work; and that
all statements contained in said Proposal and in this affidavit are true and correct, and made
with the full knowledge that the Borough of New Providence as Owner relies upon the truth of
the statements contained in said Proposal and in the
statements contained in this affidavit in awarding the contract for the said work.

I further warrant that no person or selling agency has been employed or retained to solicit
or secure such contract upon an agreement or understanding for a commission, percentage,
brokerage or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by -----(Name of Contractor).

(N.J.S.A. 52:34-15)

Subscribed and sworn to
before me this day

title of affiant under signature)

Notary Public of \_\_\_\_\_
My Commission expires \_\_\_\_\_,

VI

BOROUGH OF NEW PROVIDENCE

AFFIRMATIVE ACTION CERTIFICATION

A copy of c.127, 1975 ( the Affirmative Action Statute) is contained hereiiljllld becomes a part of this Contract. All successful bidders will sign the certification below, on or before actual execution of this Agreement.

I, \_\_\_\_\_ (Name of Owner or Official) (Title) \_\_\_\_\_

of \_\_\_\_\_ (Name of Company)

do hereby certify to the Borough of New Providence that we operate under Article 4 of the regulations as promulgated by the State Treasurer pursuant to C.127, P.L. 1975 (the Affirmative Action Statute).

**SIGNED:**

DATE: 12/24/2001 \_\_\_\_\_

ADDRESS:

Please provide and attach a copy of your N.J. State Certification of Employee Information Report.

VII

BOROUGH OF NEW PROVIDENCE

CERTIFICATION OF ABILITY OF BIDDER TO  
TRANSACTION BUSINESS IN THE STATE OF NEW JERSEY

\_\_\_\_\_ hereby represents to the Borough of New Providence

that

is

(Name of Bidder)

duly authorized to transact business in the State of New Jersey.

If a Corporation

Name of Corporation

Signature of

\_\_\_\_\_

(Name)

(Title)

Business Address

Incorporated under the laws of the State of New Jersey

Name and Signature

Secretary

Officers

Offices

(Name & Signature) (Title)

Date \_\_\_\_

(Affix Corporate Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company \_\_\_\_\_ N/A: \_\_\_\_\_

Signature of Bidder By: \_\_\_\_\_

(Name)

(Title)

Name and Addresses \_\_\_\_\_

\_\_\_\_\_

VIII

BOROUGH OF NEW PROVIDENCE

DISCLOSURE STATEMENT

Reference: N.J. Laws of 1977, Chapter 33

Stockholders in the corporation or partnership who own 10% or more of its stock, of any class:

NAMES

ADDRESSES

OR: All individual partners in the partnership who own 10% or greater interest therein:

NAMES

ADDRESSES

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**OR:** If one or more stockholder or partner is itself a corporation or partnership, all stockholders owning 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be:

NAMES

ADDRESSES

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**This Statement must be submitted with the bid documents. Attach additional pages as needed in order to provide a full and complete statement. Failure to complete and submit this Statement will result in rejection of the bid.**

[print name and title]

IX

APPENDIX

A. Proposed Form of Lease with Exhibits



Tenant which said notice shall be incorporated in and become a part of this lease and said term ending ten (10) years from the date of said notice. Referenced notice from the Landlord to the Tenant to occupy and commencement of lease shall be given ninety (90) days after all necessary municipal, county and state approvals, including site approval have been obtained in accordance with the terms of this lease hereinafter stated.

3. In the event, for any reason whatsoever, municipal, county or state approvals which are necessary for the use intended by the Tenant are not granted on or before \_\_\_\_\_, then and in that event, either party to this lease may unilaterally declare the lease to be terminated and the obligations of the Landlord and the Tenant to each other shall become thereupon null and void. This lease or any memorandum of it shall not be recorded by either party pending service of the Notice to Occupy and Commencement of Lease above referenced.

4. Space shall be strictly limited to that of offices, including all facets of business normally related to such usage. In all events, the Tenant shall not operate the building for general public business purposes between 12:00 a.m. and 7:00 a.m. on any day. It being further agreed that Tenant shall have the right to use the premises for its proper purposes seven (7) days per week.

5. The Tenant will not occupy the building or use same under the terms of this lease until Tenant is in receipt of the Notice to Occupy and Commencement of Lease above referenced.

6. The Tenant shall be solely responsible at its own cost and expense to obtain all necessary municipal, state and county approvals for Tenant's intended use of the building at said site including, but not limited to, approval by the Board of Adjustment of the Borough of New Providence within the time above stated.

7. The Tenant covenants and agrees to pay to the Landlord as rent for and during the term, the sum of in the following manner: The sum of within ten (10) days of the receipt of the Notice to Occupy and Commencement of Lease representing the first month's payment of said rent and thereafter monthly in the same amount on or before the first day of each succeeding month during said term.

Said rent during the term of this lease shall be escalated in accordance with the following:

Commencing with the first anniversary of the lease term, the Tenant shall pay additional rent to the Landlord determined as follows: The percentage increase of the cost price index published all items northeast published by the United States Department of Labor as measured from December 31, 2017 to December 31, 2018 shall be determined and the rent increased by that determined percentage of the existing monthly rent which payment will be increased by such percentage commencing with the monthly rental payment due January 1, 2019. Thereafter, the rent shall be increased in a similar manner, based upon the percentage increase of the cost price index measured from December 31st to December 31st of each succeeding year, with said rental increase to be implemented with the monthly payment due on March 1st of each year.

In clarification of this provision, it is understood and agreed that the first increase in monthly rental payment based upon percentage increase of the cost price index shall not occur until March 1, 2003.

8. In addition, the Tenant shall pay to the Landlord an amount equal to the real estate tax liability incurred by the Borough to the County of Union by reason of Tenants private use of public property which said amount shall not exceed Four Thousand Dollars (\$4,000.00) per annum for the first five (5) years of the term of said lease and thereafter shall not exceed Five Thousand Dollars (\$5,000.00) per annum during the balance of the term of the lease. Said amount shall be paid by the Tenant to the Landlord within thirty (30) days of billing. Tenant shall be furnished a copy of the County Assessment levied, if any, in connection with this charge.

9. Tenant is to be responsible for all maintenance, repairs, and improvements, exterior and interior, during the terms of this lease. In this connection, the Borough shall have the right to inspect said premises through its construction official or other official designated by it semi-annually during the term of this lease during normal business hours upon forty-eight (48) hours notice to the Tenant. In the event, for any reason, Tenant in the opinion of the Landlord is not maintaining said premises in accordance with an appropriate standard of safety and with due care for the preservation of the structures involved, then in such event the Landlord may give written notice to the Tenant of such deficiency and Tenant will promptly ensure correction thereof. In the event Tenant disagrees with the required corrections Tenant and Landlord will meet and attempt to arrive at a settlement of such issue, but if they are unable to resolve said matter, then the dispute shall be referred to (name of Engineering Company to be inserted) and the determination of that engineering company shall be final and both Landlord and Tenant shall be bound thereto and Tenant shall promptly make required repairs. In the event Tenant fails to make such repairs or to correct such conditions, then in that event, the Landlord, in its sole and exclusive option, may declare this Lease null and void and all obligations of the Landlord shall be terminated and Tenant shall promptly vacate said premises.

Anything in paragraph 9 to the contrary notwithstanding, Tenant shall not be in default under this lease for failure to maintain the premises, nor shall Landlord have the right to declare this lease null and void on account thereof, unless and until Tenant has failed to make any repairs or to correct such conditions as are the responsibility of Tenant within a period of thirty (30) days after notice by Landlord to Tenant of the need for same; provided, however, that such period of thirty (30) days shall be extended for as long as reasonably necessary for Tenant to effect the repairs or correct the conditions if Tenant shall have diligently commenced the repair or correction within the initial thirty days and shall thereafter diligently prosecute same to completion.

10. It is the intention of the parties that the exterior decor of the building as it presently exists is to be maintained in its historical perspective. Therefore, no changes, alterations or improvements in either the interior or exterior portions of the demised premises will be made by the Tenant without the written permission of the Borough Administrator and all such changes at the inception of the lease will be subject to the stipulations and directions set out in the report from Richard Raygole Associates which said report has been made available to and reviewed by the Tenant. Likewise, the exterior of the building including grounds will be maintained in a suitable condition for its historical heritage to the community and acceptable to the Borough Council. In the event a dispute arises between the parties, the said dispute shall be referred to the firm designated above for resolution in accordance with the terms above stated.

11. Commercial signs by the Tenant shall be allowed in a manner only consistent with the sign ordinance of the Borough of New Providence as incorporated in the zoning ordinance. The existing sign shall be moved at the Borough's expense. The Borough shall have the right to maintain upon the grounds herein demised an appropriate historical marker designating for the public the historical significance of the building which said marker shall not be obtrusive to the permitted signs of the Tenant.

12. Certified cost verified by trade bills for all capital improvements made during the term of the lease are to be furnished to the Landlord.

13. The Tenant shall not sublet the leased premises or any part thereof, provided, however, that the Tenant shall have the right to sublet the premises or part thereof to any entity which is a wholly owned subsidiary of Tenant or under the control of the Tenant and provided further that the consent of the Landlord is obtained, which consent shall not be withheld or delayed unreasonably.

14. The Landlord specifically reserves the right to extend its public right of way from Passaic Street through to Academy Street and to use such portion of the demised premises as may be necessary to effect same including the razing of the portion of the premises leased known as the former rescue squad building. In the event the Borough exercises this option, the demised premises shall be reduced in land area and the rescue squad buildings removed from the structures of this lease. There shall in such event be no abatement of the rent.

15. The Landlord shall give possession of the rental space to the Tenant for the term. The Tenant shall take possession of and use the rental space for the purpose stated above. The Tenant may not use the rental space for any other purpose without the written consent of the Landlord. The Tenant shall not allow the rental space to be used for any unlawful or hazardous purpose. The Tenant shall obtain any necessary Certificate of Occupancy or Use Certificate permitting the Tenant to use the rental space for such use. The Tenant shall not use the rental space in any manner that results in either an increase in the rate of fire or liability insurance or cancellation of any fire or liability insurance policy on the rental space. Tenants shall comply with all requirements of the insurance companies insuring the rental space. Tenant shall not abandon the rental space during the term of this lease, or permit it to become vacant for extended period.

16. Tenant shall not permit any other person or business to use the rental space at any time except in accordance with the provisions of paragraph 15.

17. Tenant shall pay the rent to the Landlord at the Landlord's address above stated. If the Tenant fails to comply with any agreement in this lease, the Landlord may do so on behalf

of the Tenant. The Landlord may charge the cost to comply including reasonable attorney's fees to the Tenant as additional rent. The additional rent shall be due and payable as rent with the next monthly rent payment. Non-payment of additional rent shall give the Landlord the same rights against the Tenant as if the Tenant failed to pay the rent.

18. The Tenant has given to the Landlord as security the amount of [one month rent]. The Landlord may deduct from the security any expenses incurred in connection with the Tenants violation of any agreement in this lease. For example, if the Tenant does not leave the rental space in good condition at the end of the term the security may be used to put it in good condition. If the amount of damage exceeds the security the Tenant shall pay the additional amount to the Landlord on demand. The security amount is to remain constant through the term. The security is not to be used by the Tenant for the payment of rent. The Landlord shall repay to the Tenant any balance remaining within a reasonable time after the end of the term. The Tenant shall not be entitled to interest on the security.

19. The Tenant shall obtain, pay for and keep in effect for the benefit of the Landlord and Tenant, public liability insurance on the rental space. The insurance company and the broker must be acceptable to the Landlord. Insurance coverage must be in at least for each person injured, One Million Dollars (\$1,000,000.) for any accident, Three Million Dollars (\$3,000,000.) for property damage, Five Hundred Thousand Dollars (\$500,000.). All policies shall state that the insurance company cannot cancel or refuse to renew it without at least ten (10) days written notice to the Landlord. The Tenant shall also carry and provide evidence of Fire Legal Liability Insurance with a limit of \$500,000 with the Borough as additional named insured.

20. The Tenant shall deliver a copy of the original policy to the Landlord with proof of payment of the first year's premiums. The Tenant shall deliver a renewal policy to the Landlord with proof of payment not less than fifteen (15) days before the expiration date of each policy.

21. In the event Tenant's use of the rental space makes it impossible for the Landlord to obtain and maintain fire insurance on the building in the amount and form reasonably accepted to the Landlord, the Landlord may cancel this lease on thirty (30) days notice to the Tenant. If due the Tenant's use of the rental space the fire insurance rate increased the Tenant shall pay the increase in the premium to the Landlord on demand.

22. Landlord and Tenant agree that in the event the demised premises or contents are damaged or destroyed by fire or other peril covered by the insurance of either party; the rights, if any, of either party against the other with respect to such covered damage or destruction, with regard to building, contents, business interruption, rental income, and extra expense are, by mutual consent, herewith waived.

23. The Landlord shall not be liable for any damage or injury to any person or properties caused by the leak or flow of water from or into any part of the building except the stairwell leading to the basement of the rear portion of the building (old Police Department).

24. The Landlord shall not be liable for injury or damage to any person or property unless it is due to the Landlord's acts or neglect. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant or the Tenant's employees. The Tenant shall defend the Landlord from and reimburse the Landlord for all liability and cost resulting from any injury or damage due to the act or neglect of the Tenant or the Tenant's employees.

25. The Tenant has inspected the rental space and agrees that the rental space is in satisfactory condition and accepts the rental space "as is".

26. The Landlord has the right to enter into this lease in accordance with the terms of the ordinances incorporated herein by reference. If the Tenant complies with this lease, the Landlord will provide the Tenant with undisturbed possession of the rental space.

27. The Tenant shall pay for all utilities and services required for their rental space. The Landlord shall pay for no utilities and services relative to the rental space.

28. The Tenant shall;

a) Promptly comply with all laws, orders, rules and requirements of governmental authorities, insurance carriers, board of fire underwriters, or similar groups.

b) Maintain the rental space and all equipment and fixtures in it in good repair and appearance.

- c) Make all necessary repairs to the rental space and all equipment and fixtures in it, except structural repairs.
- d) Maintain the rental space in a neat, clean, safe, and sanitary condition, free of all garbage.
- e) Keep the walks, driveway, parking area, yard, entrances, hallways, and stairs clean and free from trash, debris, snow and ice.
- f) Use all electric, plumbing and other facilities in the rental space safely.
- g) Use no more electricity than the wiring or feeders to the rental space can safely carry.
- h) Promptly replace all broken glass in the rental space.
- i) Do nothing to destroy, deface, damage, or remove any part of the rental space.
- j) Keep nothing in the rental space which is inflammable, dangerous or explosive or which might increase the danger of fire or other casualty.
- k) Promptly notify the Landlord when there are conditions which need repair.
- l) Do nothing to destroy the peace and quiet of the Landlord, other tenants or persons in the neighborhood.
- m) Avoid littering in the building or on its grounds.

-31. In addition, the Tenant shall:

- a) Maintain the public areas, roof and exterior wall in good condition.
- b) Make all structural repairs unless these repairs are made necessary by the act or neglect of the Landlord or the Landlord's employees.
- c) Make necessary replacements of the plumbing, cooling, heating and electrical systems.

32. Landlord warrants that the heating system will be in good working condition at the inception of the lease.

33. Eminent domain is the right of a government to lawfully condemn and take private property for public use. If such eminent domain is exercised by the Borough or any other governmental agency, except for the purpose of extending public right of way as above described, then and in that event, either party may cancel this lease on thirty (30) days notice to

the other. The entire payment for the taking shall belong to the Landlord provided, however, that the Landlord shall reimburse the Tenant for the remaining life of the capital improvements made by the Tenant which, if the parties cannot agree to same, shall be determined by an expert chosen by both sides familiar with such improvements and if said experts cannot agree then an expert chosen by such experts or upon appointment or direction of a court of competent jurisdiction in the State of New Jersey.

34. The Landlord reserves the right of reentry which allows the Landlord to end this lease and reenter the rental space if the Tenant violates any agreement in this lease. This is done by eviction. Eviction is a court procedure to remove a Tenant. Eviction is started by the filing of a complaint in court and the service of a summons on a Tenant to appear in court. The Landlord may also evict a Tenant for any one of other grounds of good cause provided by law. After a court order of eviction and compliance with a warrant of removal the Landlord may reenter and take back possession of the rental space. If the cause of eviction is nonpayment of rent, notice does not have to be given to the Tenant before the Landlord files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint for eviction. The Tenant is liable for all damages caused by the Tenant's violation of any agreement in this lease. This specifically includes reasonable attorney's fees and costs. In such event, the Tenant shall also pay all reasonable expenses incurred by the Landlord in preparing the rental space for re-renting and commissions paid to a broker for finding a new tenant if applicable.

35. The Landlord grants to the Tenant the first right of refusal (not an option) to rent said rental space for an additional term of five (5) years provided that the Landlord shall determine said leased premises are not necessary for public use. In the event Tenant desires to avail itself of this first right of refusal, it must notify the Landlord in writing six (6) months prior to the expiration of the term and thereafter the Landlord shall respond within ninety (90) days. The rental payments to be made and such additions as may be necessary shall be negotiated between the parties at that time and the lease amended to incorporate said provisions.

36. All notices given under this lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by personal delivery or certified mail, return receipt requested. Notices shall be addressed to the Landlord at the address written at the beginning of this lease and to the Tenant at the rental space.

37. The Landlord's failure to enforce any agreement in this lease shall not prevent the Landlord from enforcing the agreement for any violation occurring at a later time.

38. If any agreement in this lease is contrary to law, the rest of the lease shall remain in effect.

39. At the end of the term, the Tenant shall leave the rental space clean, remove all of the Tenant's property; remove all signs and restore that portion of the rental space in which they were placed; repair all damage caused by moving and return the rental space to the Landlord in the same condition as it was in the beginning of the term except for normal wear and tear but

including such capital improvements shall have been made pursuant to the terms hereof. If the Tenant leaves any property in the rental space, the Landlord may dispose of it and charge the Tenant for the cost of the disposal or keep it as abandoned property.

40. The Landlord shall deliver said premises to the Tenant at the inception of the lease term in broom clean condition.

41. This lease binds the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places. It is subject to approval of the Landlord by act of its governing body, duly authorized by ordinance.

42. The parties have read this lease, it contains their full agreement, and it may not be changed except in writing signed by the Landlord and Tenant.

The Landlord and Tenant agree to the terms of this lease and in evidence thereof have caused this lease to be signed by their respective proper corporate officials.

WITNESSED:

ATTEST:

BOROUGH OF NEW PROVIDENCE, Landlord

\_\_\_\_\_  
Wendi B. Barry, Clerk

By: \_\_\_\_\_  
Allan Morgan, Mayor

ATTEST:

Tenant

\_\_\_\_\_  
As to Tenant

By: \_ \_ \_ \_ \_