

**ORDINANCE NO. 23-2072
BOROUGH OF HIGHLAND PARK**

**AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY
OF MIDDLESEX, STATE OF NEW JERSEY AUTHORIZING A LEASE
WITH RAICES CULTURAL CENTER, A NONPROFIT CORPORATION
OF THE STATE OF NEW JERSEY PERTAINING TO BLOCK 502, LOT 6,
ALSO KNOWN AS THE EUGENE YOUNG ENVIRONMENTAL
EDUCATION CENTER.**

WHEREAS, the Borough of Highland Park (the “**Borough**”) is the owner of a parcel in the Borough designated as Block 502, Lot 6 on the Borough tax maps, and located at 20-40 River Road, Highland Park New Jersey 08904, commonly known as the “The Eugene Young Environmental Education Center” (the “**Property**”); and

WHEREAS, the Property, which was acquired for the Borough’s conservation and recreation district, is currently underutilized and the Mayor and Council desire to put the Property to beneficial use; and

WHEREAS, the Property consists of a one-story building with a green roof and adjoining green space; and

WHEREAS, the Raices Cultural Center, a nonprofit corporation of the State of New Jersey with a principal address located at P.O. Box 5701, New Brunswick, New Jersey 08901 (the “**RCC**”) desires to lease the Property to provide programs, services, research materials and educational opportunities to the public; and

WHEREAS, the RCC is an experienced nonprofit that has served as a valuable community resource and assisted the Borough in the past to support culture and educational services in many ways; and

WHEREAS, the RCC has agreed to assist the Borough in the clean-up and repair of the Property so it can be utilized for the aforementioned uses; and

WHEREAS, *N.J.S.A. 40A:12-14(c)* of the Local Lands and Buildings Law authorizes a municipality to lease property to a nonprofit for public purposes; and

WHEREAS, *N.J.S.A. 40A:12-15(i)* specifically authorizes a municipality to enter a lease with a nonprofit corporation for any activity that promotes the health, safety, and general welfare of the community and *40A:12-15(h)* authorizes a lease with a nonprofit corporation to provide services for poor or indigent persons or families; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the Borough of Highland Park to enter into a lease with RCC to provide programs, services, research materials and educational opportunities for the benefit of the public.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Highland Park, in Middlesex County, New Jersey as follows:

1. The statements and findings set forth in the preamble above are hereby incorporated as if fully restated herein.

2. Pursuant to *N.J.S.A. 40A:12-14* and *40A:12-15*, the Borough Council hereby authorizes the lease of the Property to the RCC to provide programs, services, research materials and educational opportunities for the benefit of the public., as described in Section 1 above, subject to the following conditions:

- A. Term: Through December 31, 2023, with the option to renew for up to two years thereafter or until terminated in writing.
- B. Consideration: Ten (\$10) dollars per year plus custodial and grounds care, and event and space management of the Property.
- C. Preparation of space: The RCC shall be responsible for clean-up of the Property, including front windows, with support from the Borough as needed.
- D. Insurance: The RCC shall provide the Borough with a certificate of insurance for general liability.
- E. Maintenance: The RCC shall provide regular custodial and grounds maintenance throughout the term of the lease.
- F. Steward: The RCC shall act as the Property steward throughout the term of the lease. RCC shall steward in a manner that is fair, equitable, and in the public's best interest.
- G. RCC shall submit annual reports to the Borough to meet the requirements of *N.J.S.A. 40A:12-14(c)*, including affirmation of the continued tax-exempt status of the nonprofit corporation.
- H. RCC shall submit annual certificates of insurance pursuant to *N.J.S.A. 40A:10A-1, et. seq.*

3. The Mayor, Administrator, Clerk, Borough Attorney, and other appropriate staff and officials are hereby authorized and directed to negotiate, prepare, and execute any and all such lease documents and undertake any and all such acts as may be needed to implement the terms hereof.

4. If any paragraph, section, subsection, sentence, sentence clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision of such holding and shall not affect the validity of the remaining paragraphs or sections hereof.

5. This ordinance shall take effect upon its passage and publication as provided for by law.

Introduced and Passed on First Reading: May 16, 2023

Adopted: _____

Approved: _____, 2023

Attest:

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

LEASE

This Lease is made on this day of 2023, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and Raices Cultural Center, a nonprofit corporation of the State of New Jersey, having its principal address located at P.O. Box 5701 New Brunswick, New Jersey 08901, its representatives, agents, employees, assigns or successors (hereinafter referred to as “Tenant”).

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant, Block 502, Lot 6 on the Borough tax maps, and located at 20-40 River Road, Highland Park, New Jersey 08904, commonly known as the Highland Park Environmental Center. (“Property”).
2. **Term.** The term of this Lease shall be from May 1, 2023, and ending December 31, 2023, with the term automatically renewing annually at the request of the Tenant for up to two years provided, however, that neither the Landlord nor Tenant has given written notice to the other at least (90) days before the expiration of the term for non-renewal.
3. **Rent.** The Landlord shall charge the Tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenant’s vital and important roles which it plays to ensure the vitality of the Landlord’s conservation and recreation district.
4. **Sublease.** The Tenant acknowledges that subletting is strictly prohibited.
5. **Utilities.**
 - (a) The Landlord is responsible for obtaining and paying any and all utilities associated with the Property whether separately metered or not.
 - (b) The Tenant is responsible for obtaining and paying for internet, and cable for the Property.
 - (c) In the event that the Tenant fails to pay any and all such utility bills, the Landlord may pay said bills and deduct the payment from the Landlord’s annual appropriation to the Tenant.
6. **Locks.** The Tenant shall not alter, change, or alter security access without the explicit consent of the Landlord.

7. Use of Property.

- (a) The building and grounds are to be maintained as a multi-functional meeting and event space for the benefit of the residents of the Borough of Highland Park that is also utilized by Borough boards, commissions and committees.
- (b) The Tenant may use the Property as office/event space for Raices Cultural Center.
- (c) The Tenant agrees to be the steward of the Property. The Tenant shall, in a fair and equitable manner, coordinate, manage, and maintain the Property event calendar and submit all requests for the use of the Property to the Landlord for approval.
- (d) The Tenant shall ensure that the Property is made available to the Borough of Highland Park, its residents, and any entity, group, person, or persons authorized by the Landlord to use the Property.
- (e) The Borough shall require authorized users to make Property use requests at least one month in advance of the meeting date.
- (f) In the event of a Property use conflict, the Borough Administrator shall be informed and render a decision as to how to solve the conflict equitably.

8. Care of the Property.

- (a) The Tenant accepts the Property in its present condition.
- (b) The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease.
- (c) The Tenant shall be responsible for all repairs, replacement and damage caused by the act or neglect of the Tenant and/or the Tenant's agents, representatives, employees, assigns, contractors, subcontractors, and visitors.
- (d) The Tenant will remove all of the Tenant's Property at the end of the Lease.
- (e) The Tenant shall upon discovery of a structural defect, failure of any major system, or a dangerous condition, notify the Landlord and make a written request for repair.
- (f) In the event the Tenant fails, within a reasonable time, to notify the Landlord of emergent and/or necessary structural or infrastructural defect and said failure results in additional damage to the Property, the Tenant shall reimburse the Landlord for all costs arising from or related to the damage.

- (g) The Landlord shall be responsible for the routine repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.
9. Alterations/Improvements. The Tenant shall not, without prior written consent of the Landlord, make any alterations, additions, installations, or improvements to the Property.
10. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.
11. Maintenance.
- (a) The Landlord shall be responsible for normal and customary infrastructure maintenance of the Property, unless explicitly otherwise agreed in writing.
 - (b) The Landlord shall be responsible for shoveling snow and ice from the adjacent sidewalk.
 - (c) The Tenant shall provide regular custodial maintenance for the Property, including any service required to maintain the cleanliness, health, safety, and appearance of the Property.
 - (d) The Tenant shall maintain the exterior structure and grounds to ensure the outdoor areas are clean, beautiful, and orderly. The Landlord shall provide routine grounds maintenance including but not limited to pruning, landscaping, and mowing of the Property's existing features.
 - (e) The Tenant shall ensure that there is adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order not to create a fire hazard.
 - (f) The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease.
 - (g) In the case of damage to the Property caused by the Tenant's removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.
12. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof, and major structural repairs only, unless caused by the Tenant's misuse or negligence.
13. Insurance.
- (a) The Tenant shall maintain and register a certificate of insurance reflecting a minimum general liability policy of \$500,000 pursuant to, N.J.S.A.

40A:10A- 1, et. seq. The Tenant shall also maintain fire insurance.

- (b) The Tenant shall name the Landlord as an additional insured to all general liability, excess liability, workers compensation, fire, and/or flood insurance policies.
- (c) The Landlord shall provide general liability and fire insurance for the Property which shall be in excess to the Tenant's general liability, fire, and/or flood insurance.

(d) Access to the Property. The Landlord shall have access to the Property at any time to (a) inspect the Property; (b) make necessary repairs, alterations, or improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.

14. Tenant's Covenants. The Tenant covenants to the Landlord that it shall:

- (a) Maintain general liability insurance adding the Landlord as an additional insured.
- (b) Provide proof of registration of its certificate of liability insurance per N.J.S.A. 40A:10A-1, et seq. no later than (30) days following the Tenant's registration and renewal.
- (c) Pay for all repairs, replacements, and damage to the Property.
- (d) Continuously operate the business of Tenant during normal business hours, and not desert or abandon the Property.
- (e) Keep and maintain the Property and grounds in a neat, clean, safe, and sanitary condition and, if necessary, hire janitorial services to this end.
- (f) Take good care of the Property and all equipment and fixtures.
- (g) Keep the sidewalk, entryway, and grounds free from dirt and garbage.
- (h) Keep nothing in the Property which is dangerous or might increase the danger of fire or other casualty.
- (i) Promptly notify the Landlord when there are conditions which need repair.
- (j) Promptly remove from the Property all garbage, recycling and debris and take to the curb for collection in compliance with the Landlord's regulations for trash collection.
- (k) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.

- (l) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
 - (m) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.
 - (n) Do nothing to destroy, deface, damage, or remove any part of the Property.
 - (o) Do nothing to destroy the peace and quiet of the Landlord other tenants or persons in the neighborhood.
 - (p) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.
15. **Quiet Enjoyment.** The Tenant shall perform all of the covenants and agreements herein to be performed by the Tenant. At all times during the lease, Tenant shall have peaceful and quiet enjoyment of the Property against any person claiming by, through or under the Landlord.
16. **Hazardous Use.** The Tenant will not store on the Property anything which is hazardous, flammable, or explosive including but not limited to lithium-ion batteries.
17. **Workers' Compensation Insurance.** The Tenant will at all times during the term of this Lease maintain Workers' Compensation Insurance covering all persons employed by the Tenant naming the Landlord as an additional insured.
18. **Indemnification.** Tenant shall defend, save, and hold the Landlord harmless from and against all liability, claims and demands on account of personal injuries on the Property or loss or any damage or any kind whatsoever arising out of the Tenant's occupancy and/or use of the Property. The Landlord shall be named as an additional insured on the Tenant's Comprehensive General Liability Insurance.
19. **Fire and Extended Coverage.** The Tenant shall insure the Tenant's Property within the Property. The Landlord shall not be responsible for any damage to the Tenant's Property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.
20. **Notices.** Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.
21. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
22. **Entire Lease.** All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.

23. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed herein below.

WITNESS/ATTEST:

Jennifer Santiago
Borough Clerk

LANDLORD:
BOROUGH OF HIGHLAND PARK

By: _____
Mayor Elsie Foster

TENANT:
RAICES CULTURAL CENTER

Date:

By: _____