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Reply to Hackensack office

June 22, 2026

Board of Trustees  
River Edge Cultural Center  
201 Continental Avenue  
River Edge, New Jersey 07661

**Re: Cultural Center Building, Lease Obligations, and Information Required for  
Consideration of Future Occupancy and Lease Renewal**

Dear Members of the Board:

This letter is being issued following discussion of matters concerning the River Edge Cultural Center at the Mayor and Council's closed session meeting of June 11, 2026. Although the substance of that discussion is confidential, the Borough wishes to communicate its position and identify the information necessary for future occupancy of the Borough owned building located at 201 Continental Avenue, which has been leased by the Cultural Center.

The Borough recognizes and appreciates the Cultural Center's longstanding contributions to the preservation of local history, culture, and the arts. The Borough remains committed to working cooperatively with the Cultural Center and supporting continued operations for the benefit of the residents of River Edge. At the same time, the Borough has an obligation to ensure that Borough-owned facilities are maintained in a safe condition and operated in accordance with applicable law and contractual obligations.

As you know, the lease term has expired and the tenancy presently continues on a month-to-month basis. At this time, the Borough is not in a position to consider a lease extension, renewal, or other long-term occupancy arrangement because the building is presently not safe for public use or occupancy.

It is also important to distinguish between the Cultural Center organization and the building itself. The existence of the Cultural Center, its Board, exhibits, programs, and community activities are separate from the ability to utilize the building. The Borough's concerns at this time relate to the physical condition of the premises and the obligations associated with its maintenance, repair, and safe occupancy and do not represent an opinion regarding the mission or activities of the organization.

The Borough has received reports from its Construction Official and other professionals identifying significant structural, accessibility, safety, and code-compliance deficiencies. As a result, the Borough's Construction Official issued an Unsafe Structure Notice requiring corrective action by July 8, 2026. That deadline requires immediate attention and the Borough expects the Cultural Center to demonstrate that it has either undertaken the required repairs or taken meaningful steps toward compliance, including obtaining professional evaluations, securing funding, engaging contractors, and applying for necessary permits and approvals.

The lease places responsibility for maintaining and repairing the building upon the Cultural Center. In particular, Paragraphs 23 and 24 of the Lease Agreement require the Cultural Center to take good care of the premises and, at its own expense, make repairs and maintain the building in good condition and state of repair. While the Borough, as owner of the property, may ultimately need to coordinate or undertake certain work through public procurement and contracting procedures, the Cultural Center remains responsible under the lease for the costs associated with the maintenance and repair obligations assigned to it.

In order for the Borough to evaluate available options and determine whether future occupancy of the building is feasible, the Cultural Center is requested to provide the following information:

- A detailed timeline, including estimated completion dates, for all repairs necessary to bring the building into a safe and code-compliant condition;
- A description of the scope of work required to address the deficiencies identified by the Borough's Construction Official and any consultants retained by the Cultural Center;
- Documentation concerning the installation of the boiler, including permits, inspection records, invoices, contracts, certifications, approvals, and all other records relating to its installation;
- Documentation demonstrating the availability of funding necessary to complete the required repairs;
- Professional estimates of the anticipated repair costs;
- Copies of engineering reports, contractor proposals, grant applications, fundraising materials, or other documents relating to repair or restoration of the building;
- An explanation regarding the use of funds previously raised, collected, or otherwise received for maintenance, repair, preservation, or operation of the building; and

- An explanation as to why the building was not maintained in accordance with the Cultural Center's obligations under Paragraphs 23 and 24 of the Lease Agreement.
- An explanation as to why the Cultural Center has failed to comply with Article 8 of the Lease Agreement which requires it to reimburse the Borough for the cost of fire insurance as “additional rent.”

The Borough also reminds the Cultural Center of its obligations under Paragraph 22 of the Lease Agreement, entitled "Annual Accounting and Corporate Status." That provision requires annual reporting concerning the Cultural Center's activities and tax-exempt status and expressly grants Borough officials and designated personnel access to the Cultural Center's books and records upon reasonable advance notice.

Accordingly, the Borough requests access to and production of financial records sufficient to permit review of the Cultural Center's revenues, expenditures, available funds, fundraising proceeds, capital expenditures, maintenance and repair expenditures, and other financial information relevant to the condition and operation of the facility. This information is necessary to evaluate the building's maintenance history, the availability of resources for repairs, and potential paths forward.

The Borough further notes that activities conducted at the premises must remain consistent with both the Lease Agreement and the Cultural Center's nonprofit purpose. The Borough has previously expressed concerns regarding compensated art classes conducted at the facility and expects that future programming will be reviewed to ensure compliance with all applicable requirements.

For clarity, the Borough's maintenance obligations under Paragraph 24 of the Lease Agreement are limited to mowing the grass, snow removal, and leaf pickup. The lease does not impose responsibility upon the Borough for routine building maintenance, repairs, restoration, or rehabilitation.

Similarly, because the Cultural Center reimbursed the Borough for the cost of the boiler installation, responsibility for the boiler, including its maintenance, repair, inspection, certification, and replacement, rests with the Cultural Center.

The Borough also requests that public statements, fundraising materials, and other communications concerning this matter accurately distinguish between the Cultural Center organization and the building, and that all information provided to the public be factually accurate.

Should the Cultural Center be unable to satisfy the requirements of the Unsafe Structure Notice or otherwise demonstrate meaningful progress toward compliance by the July 8, 2026 deadline, it may be necessary for the Board of the Cultural Center to evaluate alternative locations for Cultural Center activities while the building issues are addressed.

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The Borough remains committed to working with the Cultural Center in a constructive manner to preserve its mission while fulfilling its own duties related to public safety and compliance with the parties' respective obligations. We therefore request that the information outlined above be provided no later than July 1, 2026, so that the Borough may continue its evaluation of available options.

Very truly yours,

A handwritten signature in black ink, appearing to read "John L. Shahdanian II". The signature is fluid and cursive, with a long horizontal stroke at the end.

John L. Shahdanian II, Esq.

JLS/rj