

City Clerk File No. Ord. 17-009

Agenda No. 3-A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-009

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) AMENDING THE PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON BERGEN AVENUE FROM VAN NOSTRAND AVENUE TO SIP AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article XIII(Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-31 Parking restrictions for street cleaning purposes.
No person shall park a vehicle upon any of the streets or sides of the streets either in whole or in part, during the hours of the days listed below.

<u>Name of Street</u>	<u>Side</u>	<u>Days of the Week</u>	<u>Hours</u>	<u>Limits</u>
Bergen Av	<u>Both</u>	<u>Sun to Sat</u>	<u>7:00 a.m. to 9:00 a.m.</u>	<u>Sip Av to Montgomery St</u>
	<u>East</u>	<u>M and Th</u>	<u>7:00 a.m. to 8:00 a.m.</u>	<u>Montgomery Av to Sip Av</u>
	<u>West</u>	<u>Tu and Fri</u>	<u>7:00 a.m. to 8:00 a.m.</u>	<u>Sip Av to Montgomery St</u>
	<u>East</u>	<u>[M, W and F]</u>	<u>10:00 a.m. to Noon</u>	<u>Van Nostrand Av to Montgomery St</u>
West	<u>[M and Th]</u>	<u>10:00 a.m. to Noon</u>	<u>Montgomery St to Van Nostrand Av</u>	
	<u>[Tu, Th and Sat]</u>	<u>Tu and F</u>		

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- This Ordinance shall take effect at the time and in the manner as provided by law.
- The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The new material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pcl
(12.19.16)

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Municipal Engineer
APPROVED: _____
Business Administrator

Certification Required
Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) AMENDING THE PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON BERGEN AVENUE FROM VAN NOSTRAND AVENUE TO SIP AVENUE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Frank Lamparelli, Director of Sanitation, Department of Public Works on behalf of Gerald McCann, Supervisor - Street Sweepers 201.547.4470	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jenj.org

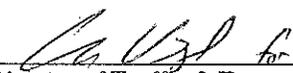
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AN ORDINANCE AMENDING THE PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON BERGEN AVENUE FROM VAN NOSTRAND AVENUE TO SIP AVENUE

The changes to the parking restrictions for street cleaning purposes along the entire length of Bergen Avenue have been proposed at the request of the Director of Sanitation on behalf of the Supervisor –Street Sweepers. In the Supervisor’s opinion it is not necessary to sweep the section of Bergen Avenue from Van Nostrand Avenue to Montgomery Street six times a week and for the section of Bergen Avenue from Montgomery Avenue to Sip Avenue, we do not street sweep on Sundays and the sweeping is completed by 8 a.m.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

12/20/16
Date



Signature of Department Director

1/4/17
Date

City Clerk File No. Ord. 17-014

Agenda No. 3-B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-014

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) 270 ARMSTRONG AVENUE; 119 BALDWIN AVENUE; 396 BALDWIN AVENUE; 132 BARTHOLDI AVENUE; 25 BENTLEY AVENUE; 630 BERGEN AVENUE; 173 BIDWELL AVENUE; 160 BLEECKER STREET; 42 BOYD AVENUE; 207 BOYD AVENUE; 272 CHAPEL AVENUE; 12 CLAREMONT AVENUE; 290 CLERK STREET; 27 CORBIN AVENUE; 300 DUNCAN AVENUE; 276 EGE AVENUE; 130 ESSEX STREET; 37 FERRY STREET; 57-59 FLEET STREET; 1035 GARFIELD AVENUE; 201 GATES AVENUE; 113 GRANT AVENUE; 96-98 HIGHLAND AVENUE; 48 JEWETT AVENUE; 79 LEMBECK AVENUE; 279 LIBERTY AVENUE; 115 LINCOLN STREET; 29 MADISON AVENUE; 196 MANHATTAN AVENUE; 167 MONTICELLO AVENUE; 71 NELSON AVENUE; 71 NORTH STREET; 157 ORIENT AVENUE; 236 PALISADE AVENUE; 336 PALISADE AVENUE; 26 PARK STREET; 67 POPLAR STREET; 193 PRINCETON AVENUE; 21 RANDOLPH AVENUE; 185B RANDOLPH AVENUE; 202 SEAVIEW AVENUE; 39 STEVENS AVENUE; 84 TERHUNE AVENUE; 76 THORNE STREET; 82 THORNE STREET; 28 UNION STREET; 48 UNION STREET; 128 WILKINSON AVENUE; 114 ZABRISKIE STREET AND AMEND THE RESERVED PARKING SPACE AT 20 STEVENS AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 191 FAIRVIEW AVENUE; 26 GATES AVENUE; 33 LONG STREET AND 255 NEW YORK AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Tri Nguyen</u>	<u>270 Armstrong Av</u>	<u>[191 Fairview Av]</u>
<u>Reyna and Juan Garcia</u>	<u>119 Baldwin Av</u>	
<u>Melanie Swords</u>	<u>396 Baldwin Av</u>	
<u>Wynne McCory</u>	<u>132 Bartholdi Av</u>	
<u>Jean Matthews</u>	<u>25 Bentley Av</u>	
<u>Olmedo Evertz</u>	<u>630 Bergen Av</u>	
<u>Melissa Murray</u>	<u>173 Bidwell Av</u>	
<u>George Campbell</u>	<u>160 Bleecker St</u>	
<u>Lucille Carmichael</u>	<u>42 Boyd Av</u>	
<u>Wanda Rivera</u>	<u>207 Boyd Av</u>	
<u>David Melendez</u>	<u>272 Chapel Av</u>	
<u>Monica Merritt</u>	<u>12 Claremont Av</u>	
<u>Gail Matthews</u>	<u>290 Clerk St</u>	
<u>Wellington Penaherrera</u>	<u>27 Corbin Av</u>	
<u>Jesusita Gonzalez</u>	<u>300 Duncan Av</u>	

JDS:pcl
(01.13.17)

<u>Blanca Gonzalez</u>	<u>276 Ege Av</u>	
<u>Mary Hadewycz</u>	<u>130 Essex St</u>	
<u>John LiBotti</u>	<u>37 Ferry St</u>	
<u>Joseph Gonzalez, Jr.</u>	<u>57-59 Fleet St</u>	
<u>Gail Jones</u>	<u>1035 Garfield Av</u>	
<u>Carmen Rivera</u>	<u>201 Gates Av</u>	
<u>Enoch McKinney</u>	<u>113 Grant Av</u>	
<u>Sami Hanna</u>	<u>96-98 Highland Av</u>	
<u>Anthony Lombardi</u>	<u>48 Jewett Av</u>	
<u>Paul Ashe</u>	<u>79 Lembeck Av</u>	
<u>Joyce Tuzzo</u>	<u>279 Liberty Av</u>	
<u>Cristino Rodriguez</u>	<u>115 Lincoln St</u>	
<u>Annie Hayne</u>	<u>29 Madison Av</u>	
<u>Patricia Wadleigh</u>	<u>196 Manhattan Av</u>	
<u>Ayaa Assouab</u>	<u>167 Monticello Av</u>	
<u>Bhupendra Hirpara</u>	<u>71 Nelson Av</u>	
<u>Vidal Lopez</u>	<u>71 North St</u>	
<u>Vera Smith</u>	<u>157 Orient Av</u>	
<u>Angel Ortiz</u>	<u>258 Palisade Av</u>	
<u>Lizette Santiago</u>	<u>336 Palisade Av</u>	
<u>Anna Lewis</u>	<u>26 Park St</u>	
<u>Taisha Fragosa</u>	<u>67 Poplar St</u>	
<u>Cindy Merchan</u>	<u>193 Princeton Av</u>	[255 New York Av]
<u>Maudene Gamble</u>	<u>21 Randolph Av</u>	
<u>Rhonda Robinson</u>	<u>185B Randolph Av</u>	
<u>Donna Burgess</u>	<u>202 Seaview Av</u>	[26 Gates Av]
<u>Luther [Geraldine] Davis</u>	<u>20 Stevens Av</u>	
<u>Pearl Bland</u>	<u>39 Stevens Av</u>	
<u>Virgen LaBoy</u>	<u>84 Terhune Av</u>	[33 Long St]
<u>Richard Santoro</u>	<u>76 Thorne St</u>	
<u>Angel DeJesus</u>	<u>82 Thorne St</u>	
<u>James Herring</u>	<u>28 Union St</u>	
<u>Willie Edge</u>	<u>48 Union St</u>	
<u>Tari Baskerville and Kellie McCluney</u>	<u>128 Wilkinson Av</u>	
<u>Anjana Parikh</u>	<u>114 Zabriskie St</u>	

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The new material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pcj
(01.13.17)

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

Certification Required
Not Required

ORDINANCE FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) 270 ARMSTRONG AVENUE; 119 BALDWIN AVENUE; 396 BALDWIN AVENUE; 132 BARTHOLDI AVENUE; 25 BENTLEY AVENUE; 630 BERGEN AVENUE; 173 BIDWELL AVENUE; 160 BLEECKER STREET; 42 BOYD AVENUE; 207 BOYD AVENUE; 272 CHAPEL AVENUE; 12 CLAREMONT AVENUE; 290 CLERK STREET; 27 CORBIN AVENUE; 300 DUNCAN AVENUE; 276 EGE AVENUE; 130 ESSEX STREET; 37 FERRY STREET; 57-59 FLEET STREET; 1035 GARFIELD AVENUE; 201 GATES AVENUE; 113 GRANT AVENUE; 96-98 HIGHLAND AVENUE; 48 JEWETT AVENUE; 79 LEMBECK AVENUE; 279 LIBERTY AVENUE; 115 LINCOLN STREET; 29 MADISON AVENUE; 196 MANHATTAN AVENUE; 167 MONTICELLO AVENUE; 71 NELSON AVENUE; 71 NORTH STREET; 157 ORIENT AVENUE; 236 PALISADE AVENUE; 336 PALISADE AVENUE; 26 PARK STREET; 67 POPLAR STREET; 193 PRINCETON AVENUE; 21 RANDOLPH AVENUE; 185B RANDOLPH AVENUE; 202 SEAVIEW AVENUE; 39 STEVENS AVENUE; 84 TERHUNE AVENUE; 76 THORNE STREET; 82 THORNE STREET; 28 UNION STREET; 48 UNION STREET; 128 WILKINSON AVENUE; 114 ZABRISKIE STREET AND AMEND THE RESERVED PARKING SPACE AT 20 STEVENS AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 191 FAIRVIEW AVENUE; 26 GATES AVENUE; 33 LONG STREET AND 255 NEW YORK AVENUE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilwoman Joyce Watterman, Chairwoman of the Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

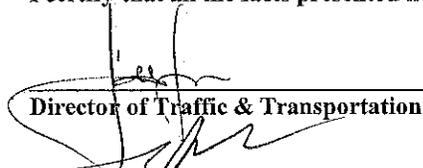
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

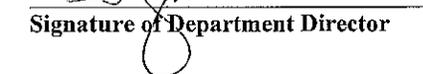
To designate a reserved parking space, repeal or amend an existing reserved parking space at various locations throughout the City.

All applicants have submitted applications to the City of Jersey City that were reviewed and approved by the Municipal Council Committee for Disabled Parking.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Signature of Department Director

1/17/17

Date
1/18/17

Date

City Clerk File No. Ord. 17-015

Agenda No. 3-C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-015

TITLE:

AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND THE TERM OF THE LEASE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 661 MONTGOMERY STREET, FOR ONE (1) YEAR

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, on April 1, 2014 the City of Jersey City ("the City") entered into a lease with Evangelismos Greek Orthodox Church ("the Church") for the use of 29 of the available parking spaces in the Church's parking lot for the City's daily weekday use; and

WHEREAS, Article II of the Lease provided that the City has an option to extend the term of the of Lease for an additional three (3) years by individual one (1) year options; and

WHEREAS, on April 13, 2016, the Municipal Council adopted Ordinance 16.052 which allowed the City to exercise its option to extend the term of the of Lease for an additional (1) year; and

WHEREAS, the City now wishes to exercise its option to extend the term of the of Lease for a second one (1) year term to begin on April 1, 2017 and terminating on March 31, 2018; and

WHEREAS, pursuant to the terms of the existing Lease, the Church agrees to grant the City the right to use the 29 parking spaces at a rate of \$60 per space, per month or \$1,740.00, for a total of \$20,880.00, payable in monthly installments, on or before the first day of each month, pursuant to the provisions of the original Lease attached hereto; and

WHEREAS, there are sufficient funds in the Municipal Rental Account, account #01-201-31-432-304, available to pay the annual rental charges incurred by this Ordinance; and

WHEREAS, it is in the best interests of the City to exercise its option to extend the term of this of Lease for an additional one (1) year term; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The City hereby exercises its option to extend the lease of 29 of the available parking spaces in the Church's parking lot for the City's daily weekday use, for an additional one year term.
 - A. The Property: Block 15103, Lot 1 on the official tax map of the City, more commonly known by the street address of 661 Montgomery Street, Jersey City, New Jersey 07306.
 - B. The Leasor: Evangelismos Greek Orthodox Church

AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND THE TERM OF THE LEASE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 661 MONTGOMERY STREET, FOR ONE (1) YEAR

C. The Term: One (1) year.

D. The Fee: \$60.00 per space, per month, or \$1,740 per month for one year beginning April 1, 2017 and ending March 31, 2018. The City shall pay the Church \$1,740 by April 1, 2017.

2. The final form of the Lease shall be in the form attached subject to such modifications as the Business Administrator or the Corporation Counsel deem necessary.

JJH 1/17/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance

AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND THE TERM OF THE LEASE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 661 MONTGOMERY STREET, FOR ONE (1) YEAR

Initiator

Department/Division	Department of Administration	Office of the Business Administrator
Name/Title	Robert J. Kakoleski	Business Administrator
Phone/email	201-547-5147	rjkakoleski@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance will allow the City to exercise another one (1) year option under an already existing Lease to continue allowing the City to use the parking lot located at 661 Montgomery Street for the City's daily, weekday use.

I certify that all the facts presented herein are accurate.



Robert J. Kakoleski
Business Administrator

January 17, 2017

Date

LEASE between JERSEY CITY and EVANGELISMOS GREEK ORTHODOX CHURCH

THIS LEASE, dated as of the 1st day of **APRIL, 2014** between

EVANGELISMOS GREEK ORTHODOX CHURCH, with offices located at 661 Montgomery Street Jersey City, New Jersey 07306, hereinafter referred to as the Landlord, and the **CITY OF JERSEY CITY**, with offices at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the Tenant;

WHEREAS, the Tenant's Department of Health & Human Services is relocating some of its offices to a certain property located at 199 Summit Avenue; and

WHEREAS, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who will be working there; and

WHEREAS, the Landlord is the owner of a certain property near 199 Summit Avenue known as Block 15103, Lot 1 on the official tax map of the City, and is more commonly known by the street address of 651 Montgomery Street, Jersey City, New Jersey 07306, hereinafter referred to as the Premises; and

WHEREAS, the Premises contains a parking lot suitable for use by the Tenant's employees who will be working at 199 Summit Avenue; and

WHEREAS, the Tenant wishes to use 29 of the available parking spaces in the Premises for the Tenant's daily weekday use; and

WHEREAS, the Landlord agrees to lease to the Tenant the use of these 29 spaces, hereinafter referred to as the Leased Premises for the term and rent specified herein.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS:

The Landlord hereby leases to the Tenant, the parking spaces noted above in accordance with and subject to the terms and condition of this lease.

ARTICLE I

Term:

The Initial Term of this Lease shall be for two (2) years beginning **APRIL 1, 2014** and terminating on **MARCH 31, 2016**.

ARTICLE II

Option to Renew or Extension of Lease Term:

During the Initial Term of this Lease the Tenant shall have the option to extend the term of this lease, provide that same is in full force and effect and the Tenant is not in default hereunder and on the same terms and conditions for an additional three (3) years as individual one (1) year options (the "Extended Term"). The Tenant shall deliver written notice to the Landlord at least ninety (90) days but not more than one-hundred eighty (180) days prior to the expiration of the Initial Term with time being of the essence to the option to extend the lease. Such notice shall be by certified mail.

The Tenant, with the consent of the Landlord, may also extend the term or terms of the lease agreement for such periods and upon such conditions as the parties may agree. If the Tenant shall

remain in the Leased Premises after the expiration of the term of this Lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

ARTICLE III

Termination of Lease:

This Lease shall end at the expiration of the initial term or renewed term or may sooner terminate pursuant to the provisions of this lease or pursuant to law. Upon the expiration or other termination of this Lease, the Tenant shall, at its sole cost and expense, cease its operations, remove all personal property and restore the Leased Premises to its original condition, reasonable wear and tear caused by Tenant is excepted.

ARTICLE IV

Rent:

The Tenant shall pay rent to the Landlord for the use of the 29 spaces within the Leased Premises as follows: \$50.00 per space, per month for the duration of this Lease, or \$1,450.00 payable on or before the first day of each month, commencing as soon as this Lease is executed and not later than July 1, 2014.

Should the term of this Lease be extended for a third year, the rent shall be as follows: \$55.00 per space, per month for the duration of this Lease, or \$1,595.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fourth year, the rent shall be as follows: \$60.00 per space, per month for the duration of this Lease, or \$1,740.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fifth year, the rent shall be as follows: \$65.00 per space, per month for the duration of this Lease, or \$1,885.00 payable on or before the first day of each month.

Should the term of this Lease commence or end on a day other than the first day of a calendar month, then the rental for such partial month shall be pro-rated on a daily basis based upon a thirty (30) day calendar month.

ARTICLE V

Use of the Leased Premises:

The Tenant shall be entitled to use these 29 parking spaces between the hours of 6:00 AM and 7:00 PM every Monday, Tuesday, Wednesday, Thursday and Friday of every week.

The Landlord shall be entitled to use the same 29 parking spaces between the hours of 7:01 PM and 5:59 AM every Monday, Tuesday, Wednesday and Thursday of every week.

The Landlord shall retain exclusive use of the 29 spaces during weekends (Friday from 7:01 PM to Monday at 5:59 AM, including all-day on Saturdays and Sundays).

The Landlord reserves the right to re-enter and use the Leased Premises for its own use during

religious holidays, including, but not limited to, Christmas, the Feast of the Annunciation (March 25th) and Orthodox Good Friday.

The Landlord also reserves the right to re-enter and use the Leased Premises for funerals provided that the Landlord gives reasonable advanced notice to the Tenant of its intention to use the Premises.

ARTICLE VI

Assignment and Subleasing:

Tenant shall not have the right to assign or sub-let the Leased Premises nor any portion thereof without the written consent of the Landlord.

ARTICLE VII

Alterations to the Leased Premises:

The Tenant has examined the Leased Premises and accepts it in its present condition (except as otherwise expressly provided herein) and without any representations made by the Landlord or its agents as to the present or future condition of the Leased Premises. The Landlord makes no representation nor warranty with respect to the condition of the Leased Premises, and the Landlord shall not be liable for any latent or patent defect in the Leased Premises.

The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlord with the exception of stripping the Leased Premises. If the Landlord consents to the renovations or alterations, said renovations or alterations shall be made at the sole expense of the Tenant. All additions and improvements, whether temporary or permanent, which may be made upon the Leased Premises either by the Landlord or the Tenant shall be the property of the Landlord and shall remain upon the Leased Premises at the termination of this lease without compensation to the Tenant. Notwithstanding the foregoing, all equipment which are not deemed improvements and are installed by Tenant remains the property of the Tenant and shall be removed from the Leased Premises by the Tenant at the end of the Lease. If the Tenant refuses or neglects to remove such equipment, the Landlord may remove the equipment, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in removing the equipment.

The Tenant shall take good care of the Leased Premises and fixtures and appurtenances therein. The Tenant shall commit no act of waste.

ARTICLE VIII

Maintenance and Repairs:

The Landlord shall be responsible for ensuring that the Leased Premises is properly paved, properly lit and fenced in. The Landlord shall be responsible for security and for keeping the lot in good order including cleaning and sweeping the lot at regular intervals and maintaining all improvements thereto in good condition.

The Tenant shall be responsible for stripping the lot and snow removal. The Tenant will not leave debris, rubbish, flammable or other objectionable material at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

ARTICLE IX

Hazardous Materials:

If Hazardous Materials are discovered in the Leased Premises (or otherwise on the Landlord's Property if the presence of Hazardous Materials therein or thereon affects the Leased Premises) on or after the

Commencement Date (and provided the Hazardous Materials were not, or caused to be brought, installed, placed or released within the Leased Premises, the Building or Property by the Tenant or its Officers, Employees or Agents), and to the extent that abatement work is ordered by a government agency having jurisdiction and authority to so order, or the same is required by applicable law, then the Tenant shall have the right to vacate the Leased Premises and Landlord shall, at its sole cost and expense, promptly perform all abatement work and make all repairs. All rent payable hereunder shall be abated from the date on which the Hazardous Materials are discovered until the date on which the abatement work is complete and all repairs are completed, if said abatement cannot be completed without the Tenant vacating the Leased Premises.

- (a) Landlord hereby agrees to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss including attorneys' fees, consultant fees, and expert fees which arise during or after the term of this Lease from or in connection with the presence or suspected presence of hazardous materials on or under the Leased Premises, the adjacent Building or Property, unless the hazardous materials are present due to any act or omission of Tenant, its officers, employees or agents.
- (b) Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including without limitation, legal counsel, engineering and other professional or expert fees, which Landlord may incur, provided that any such hazardous materials discovered were related to any act or omission by Tenant, its Officers, Employees or Agents with regard to Tenant's obligations under this paragraph. The provisions of this Section shall survive the expiration or early termination of this Lease.

ARTICLE X

Damage or Destruction:

If after the use commencement date, any damage to the Leased Premises or to any other part of same or to their fixtures caused by the negligence or improper conduct of the Tenant, or its employees, invitees, licensees or agents, shall be repaired promptly by the Tenant at its sole cost and expense. If the Tenant refuses or neglects to make such repairs or fails to diligently prosecute the same to completion within thirty (30) days after written notice from the Landlord to the Tenant of the need therefore, the Landlord may make such repairs at the expense of the Tenant and such expense shall be collectible as additional rent.

The Landlord shall be responsible for the cost of repairs for damage or destruction of the Leased Premises or any part of it which are damaged or destroyed as a result of the carelessness, negligence or improper conduct of the Landlord or its employees, agents guests, invitees or clients.

Whenever the Landlord makes repairs or restorations it shall have the exclusive right to make the repairs and restorations to the Leased Premises with its own in-house staff or contractors, if Landlord bears responsibility for the cost of said repairs and restorations.

ARTICLE XI

Security:

The Landlord is required to provide security by ensuring that the Leased Premises is properly fenced in and lit. The Tenant may provide additional security measures for the Leased Premises at the sole expense of the Tenant, providing that the Landlord approves same in writing.

ARTICLE XII

Right of Entry:

The Landlord may enter the Leased Premises at reasonable hours in the day or night to examine the same, or to make such repairs, as necessary for the safety, or convenience of the users thereof (there being no obligation, however, on the part of the Landlord to make any repairs, additions or alterations), or in the event of an emergency.

ARTICLE XIII

Insurance:

Tenant is self insured for General Liability in the amount of \$1,000,000. Tenant also carries Excess General Liability Insurance in the amount \$2,000,000 over the \$1,000,000 self insured retention for a total of \$3,000,000 in coverage. Landlord acknowledges Tenant's right to self insure. At the inception of this Lease, Tenant shall provide a letter or certificate evidencing coverage of self-insurance and compliance of insurance. A letter from the Tenant will be provided naming the Landlord as an additional insured.

The Tenant's self insurance and excess shall be as related to Tenant's negligence, notwithstanding any insurance maintained by the Landlord. The Landlord shall have no responsibility for loss, damage to, or theft of the Tenant's personal property. In addition, the Landlord shall maintain its Comprehensive General Liability Insurance.

ARTICLE XIV

Fire or Other Casualty Loss:

The Tenant shall give immediate notice to the Landlord if fire or other casualty occurs at the Leased Premises or if there is damage caused by the elements.

Should the Leased Premises be rendered unfit for the Tenant's use, but yet be repairable within ninety (90) days from damage, the Landlord may enter and repair the same with reasonable speed, in which event, the rent shall not accrue after damage or during repairs, but shall commence immediately after repairs shall be completed.

But if the Leased Premises shall be so slightly damaged as not to be rendered unusable, the Landlord shall repair the Leased Premises with reasonable promptness in which case the rent accrued and accruing shall not cease.

In the event of the destruction of the Leased Premises during the term or previous thereto, or such partial destruction as to render the Leased Premises unfit for the Tenant's use, or should the Leased Premises be so badly damaged that the same cannot be repaired within ninety (90) days of such damage, the term shall, at the sole option of the Tenant, cease and become null and void from the date of such damage or destruction; and the Tenant shall immediately surrender said Leased Premises and all of the Tenant's interest therein, and shall pay rent only to the time of such surrender.

ARTICLE XV

Quiet Enjoyment:

The Landlord covenants that the Tenant, by paying the rent and performing the terms and conditions contained in this lease agreement shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Tenant's use pursuant to the terms of this Lease.

ARTICLE XVI

Condemnation:

If the property or any part thereof wherein the Leased Premises are located shall be taken by public or

quasi-public authority under any power of eminent domain or condemnation, this Lease shall terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

ARTICLE XVII

Breach and Termination:

If the Tenant violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Tenant, this Lease shall, at the option of the Landlord, become void, and the Landlord may re-enter the Leased Premises without further notice or demand to the Tenant. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry. No waiver by the Landlord of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease void and to re-enter the Leased Premises after the breach or violation.

If the Landlord violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Landlord, this Lease shall, at the option of the Tenant, become void, and the Tenant may surrender the Leased Premises without further notice or demand to the Landlord. The rent in such case shall become due, be apportioned and paid up to the day of surrender. No waiver by the Tenant of any violation or breach of condition by the Landlord shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Landlord before the Tenant shall exercise its option under this paragraph operate to defeat the right of the Tenant to declare this lease void and to surrender the Leased Premises after the breach or violation.

ARTICLE XVIII

Notices:

All notices and demand, incidental to this Lease, or the occupation and or use of the Premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail, addressed to the Tenant at:

City of Jersey City
Business Administrator
280 Grove Street
Jersey City, New Jersey 07302

With copy to:

Jersey City Law Department
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to:

Mr. John Mehos
President
Evangelismos Greek Orthodox Church
661 Montgomery Street
Jersey City, New Jersey 07306

The Tenant shall comply with all laws, ordinances, rules and regulations of the Federal, State, County

and Municipal authorities applicable the Tenant's Permitted Use of the Premises.

ARTICLE XIX

Events of Default; Remedies Upon Tenant's Default:

The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within (20) twenty days thereafter; (b) a default by the Tenant in the performance of any of the other material covenants or conditions of this Lease, which the Tenant does not cure within thirty (30) days after the Landlord gives the Tenant written notice of such default; or (c) the eviction of the Tenant.

If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter, possess and enjoy the Leased Premises. The Landlord may then re-let the Leased Premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Leased Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

ARTICLE XX

Termination on Default:

If an Event of Default occurs, Tenant shall have thirty (30) days after receipt of written notice from Landlord of said Default, within which to cure same. Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant thirty (30) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, without liability for damage.

Whether or not this Lease is terminated by reason of Tenant's default, Landlord shall take all reasonable steps to mitigate damages.

ARTICLE XXI

Non-Liability of Landlord:

The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of improper conduct on the part of the Tenant or any tenant's agents, employees, guests, invitees, or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

ARTICLE XXII

Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, provided that the new owner or transferee assumes any and all obligations and liabilities under this Lease of the original Landlord.

ARTICLE XXIII

Hold Harmless Agreement:

The Tenant shall indemnify, defend and hold harmless the Landlord, its Members, officers, employees, contractors, agents, assigns and successors and any other party or entity acting on behalf of the Landlord, from and against any and all liabilities, claims, losses, damages, costs, fees, and expenses incurred therefore, except reasonable attorneys' fees, relating to any alleged or actual (1) personal injury, bodily injury (including death), or property damage (or any consequential damages related to such personal injury, bodily injury or property damage), arising out of any act, error or omission of the Tenant or its employees, agents, consultants or contractors, or (2) any claim for loss, damage to, or theft of any personal property of, or in the care of, the Tenant or its employees, agents, consultants or contractors while such personal property is at or on the Premises, unless resulting from the intentional act of the Landlord. The Tenant's obligation to indemnify pursuant to this section shall survive termination of this Lease.

ARTICLE XXIV

Miscellaneous:

The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law. All of the terms and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. Either party may cancel this Lease during the term of this Lease if the either party is in default of any material covenants or conditions hereunder.

This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant. This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

Dated: _____

Dated: _____

ATTEST:

**EVANGELISMOS GREEK
ORTHODOX CHURCH**

Reverend Dionysios Marketos

John Mehos
President

Dated: _____

Dated: _____

JJH/jjh 6/11/14



**CITY OF JERSEY CITY
DEPARTMENT OF
BUSINESS ADMINISTRATION**



CITY HALL • 280 GROVE STREET • JERSEY CITY, NEW JERSEY 07302
TELEPHONE (201) 547-5147 • FACSIMILE (201) 547-4833

STEVEN M. FULOP
MAYOR

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

February 9, 2017

Mr. John Mehos
President
Evangelismos Greek Orthodox Church
661 Montgomery Street
Jersey City, New Jersey 07306

**NOTICE TO EXTEND THE LEASE BETWEEN THE CITY OF JERSEY CITY
AND EVANGELISMOS GREEK ORTHODOX CHURCH**

Dear Mr. Mehos:

Pursuant to Section II of its Lease with Evangelismos Greek Orthodox Church dated April 1, 2014, and attached hereto, the City hereby elects to exercise its option to extend, for the second time, its lease for for the use of twenty-nine (29) of the available parking spaces in the Church's parking lot for the City's daily weekday use at a rate of sixty dollars (\$60.00) per space, per month for the duration of this Lease, or one-thousand seven-hundred and forty dollars (\$1,740.00) payable on or before the first day of each month. This option Shall commence on April 1, 2017 and terminate on March 31, 2018.

By signing this document below and returning it to the City, the owner acknowledges the extension of the Lease.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

ATTEST:

**EVANGELISMOS GREEK
ORTHODOX CHURCH**

John Mehos
President