

28TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

President
RANDALL M. SKIGEN
Clerk of the Board
ANNIE M. SUMMERVILLE

Majority Leader
JOHN J. BOCCUZZI
Minority Leader
ROBERT "GABE" DELUCA

RESOLUTION NO. 3412 APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF STAMFORD AND ST. JOHN'S ROMAN CATHOLIC CHURCH FOR THE CITY'S LEASING OF A PARKING LOT LOCATED AT THE INTERSECTION OF TRESSER BOULEVARD AND BELL STREET, STAMFORD, CONNECTICUT

**NOW THEREFORE BE IT RESOLVED BY THE 28TH BOARD OF
REPRESENTATIVES THAT:**

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the lease agreement ("Lease") between the City of Stamford ("Lessee") and St. John's Roman Catholic Church ("Lessor") for the City's leasing of a parking lot at the intersection of Tresser Boulevard and Bell Street, Stamford, CT, in accordance with the terms and conditions set forth in the Lease, which is incorporated herein by reference, for a term of one year commencing on January 1, 2011 and terminating on December 31, 2011, is hereby approved; and

The Mayor is hereby authorized to execute Lease and to execute any instrument he deems necessary or desirable in connection with the execution of such Lease.

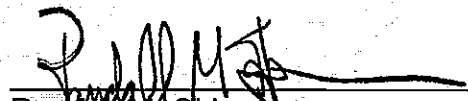
This Resolution shall be effective as of the date of approval.

Adopted by the 28th Board of Representatives of the City of Stamford on the 7th day of February, 2010.

This resolution was approved by unanimous voice vote at the regular monthly meeting of the 28th Board of Representatives held on Monday, February 7, 2011.



Annie M. Summerville
Clerk of the Board


Randall M. Skigen
President of the Board

cc: Mayor Michael Pavia
Donna Loglisci, Town & City Clerk
Ernie Orgera, Director of Operations
Fred Flynn, Director of Administration
Michael Larobina, Esq., Director of Legal Affairs

**LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF STAMFORD
AND
ST. JOHN'S ROMAN CATHOLIC CHURCH**

THIS LEASE AGREEMENT made this ____ day of _____, _____ by and between the **ST. JOHN'S ROMAN CATHOLIC CHURCH**, a corporation organized under the laws of the State of Connecticut governing the organization of Roman Catholic Church, hereinafter referred to as "Lessor", and the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, acting herein by Michael A. Pavia, its Mayor, hereunto duly authorized, hereinafter referred to as "Lessee".

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee were parties to an Agreement dated June 25, 2010 (hereinafter referred to as the "2010 Agreement"), under the terms of which the Lessee leased from the Lessor a certain parcel of land located between Tresser Boulevard and Bell Street for use as a public parking lot, more particularly shown on the "hatched" areas reflected on Schedule A, including Parcel 25, attached hereto and made a part hereof; and,

WHEREAS, the term of the 2010 Agreement will expire on December 31, 2010;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

SECTION 1: That the Lessor for and in consideration of the rents herein reserved and of the terms, covenants, agreements and conditions on the part of the Lessee to be paid, observed and performed, does hereby demise and lease to Lessee and Lessee hereby takes from Lessor upon and subject to the terms and conditions of this Agreement, all that certain piece, parcel or plot of land located in the City of Stamford, County of Fairfield and State of Connecticut between Tresser Boulevard and Bell Street and more particularly shown as the hatched area on the map attached hereto and marked Schedule "A", which is attached hereto and made a part hereof.

SECTION 2: TO HAVE AND TO HOLD the demised premises unto the Lessee for a twelve (12) month term commencing retroactively, if applicable, on January 1, 2011 and terminating on December 31, 2011.

Prior to approval of this Agreement by all appropriate City Boards and the Mayor, the Lessee may occupy the premises provided that it has furnished the Lessor the insurance policies referred to in Section 7, and provided further that Lessee shall be obligated to pay monthly rent in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) upon the terms and conditions set forth in this Agreement commencing January 1, 2011. Upon approval of this Agreement by all appropriate City boards, the Lessee shall pay monthly rent as set forth in Section 3 below.

SECTION 3: The rent for the demised premises during the entire term described herein shall be in the cumulative amount of

Sixty Thousand Dollars and Zero Cents (\$60,000.00) payable on or before the first day of each month in installments of Five Thousand Dollars and Zero Cents (\$5,000.00) per month which payments shall commence retroactively January 1, 2011.

SECTION 4: The Lessee covenants and agrees to use the demised premises as a public parking lot for the parking of motor vehicles and for no other purpose.

SECTION 5: Either Lessor or Lessee may, at any time during the term of this Agreement, terminate this Agreement by giving the other party thirty (30) days advance written notice by certified mail of its intention to do so specifying the date of termination. In such event, this Agreement shall thereupon terminate as though that was the date herein definitely fixed for the expiration of the term of this Agreement and the Lessee shall surrender the premises and the Lessor shall be entitled to the recovery of the possession of the premises.

SECTION 6: The Lessor shall pay all real estate taxes, if any become due or are assessed, against the demised premises during the term hereof. It will be the responsibility both of the Lessor and the Lessee to notify the Tax Assessor immediately upon the expiration and/or termination of this lease or any renewal thereof regarding the use of the subject premises as a public parking lot.

SECTION 7: Without in any way limiting Lessee's obligations pursuant to Section 16, Lessee shall maintain the following insurance and all insurance that may be required under the laws, ordinances and regulations of any governmental authority:

- (a) Workers' Compensation Insurance as prescribed by applicable law and Employer's Liability Insurance the limitation for which shall not be less than \$1,000,000.00.
- (b) Commercial General Liability (Bodily Injury and Property Damage) Insurance including the following supplementary coverages:
 - (1) Contractual Liability to cover liability assumed under this Agreement.
 - (2) Product and Completed Operations Liability Insurance for a period of one year after the termination of this Agreement.

The limit of the liability for such insurance shall not be less than \$3,000,000.00 combined single limit per occurrence and annual aggregate. This policy will be primary for all purposes to other insurance coverage, whether such other coverage is stated to be primary, contributory, excess, contingent or otherwise, maintained by or on behalf of the Lessor.

- (3) Automobile Liability (Bodily Injury and Property Damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned, and hired vehicles.

All insurance shall be procured with carriers having A.M. Best Rating of B plus or better.

Before commencing use of the Premises, Lessee shall

provide the Lessor with certificates or other documentary evidence of the above insurance (including a copy of the additional insured endorsement required below) satisfactory to Lessor.

The above insurance shall include a requirement that the insurer provide the Lessor with thirty (30) days written notice prior to the effective date of any cancellation or material change of the insurance. The Lessor and its officers, agents and employees shall be named as additional insureds under all policies of insurance required to be obtained by the Lessee under this Agreement.

The insurance requirements of this Agreement are an integral element of the Agreement. Any defect in the insurance required in this Agreement may result in termination of this Agreement, at the option of the Lessor.

SECTION 8: Lessee agrees to properly police, light and maintain the demised premises including the driveway and walkway contiguous to the demised premises, at its sole cost and expense. Lessee agrees to provide, at its sole cost and expense, all necessary services in connection with the use of the demised premises including but not limited to cleaning of refuse and litter, maintaining the surface of the lot in a safe condition, snow removal, and maintaining and installing necessary signs and markers, including adequate entrance and exit signs.

SECTION 9: All utility charges for electricity for lighting of the demised premises shall be the responsibility of Lessee.

SECTION 10: Lessee shall not use or allow the demised premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of compliance, and shall not suffer any act to be done or any condition to exist on the demised premises or any part thereof or which may make void or voidable any insurance.

SECTION 11: It is expressly agreed by the parties that the Lessor shall have, without charge, the use of the Demised Premises in common with the Lessee for each and every Sunday during the term of this Agreement and that the Lessor may have, without charge, the use in common with the Lessee commencing at 12:00 noon and ending at 7:00 P.M. on each Saturday and Holy Day of Obligation during the term of this Agreement.

SECTION 12: Lessee may adopt rules and regulations necessary for the orderly operation and management of the parking lot. Lessee shall be responsible for the enforcement of the rules and regulations, including the ticketing and towing of all motor vehicles illegally parked on the premises.

SECTION 13: There are presently on the premises pay stations, bollards, signage, booth and other structures placed thereon by Lessee. Lessee agrees to remove same, if required by Lessor, within ten (10) days of the termination of this Lease.

SECTION 14: Lessee shall not make any substantial improvements or changes to the demised premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

SECTION 15: This Agreement is subject to the approval of the

City's Planning Board, Board of Finance, Board of Representatives and Mayor.

SECTION 16: Except as otherwise provided herein, the Lessee agrees to indemnify, protect, defend and hold the Lessor and its officers, agents and employees harmless from and against any and all actions, claims, demands, losses, damages, expenses, or liabilities of any kind or nature including reasonable attorney's fees incurred in investigating or defending the same, suffered by the Lessor and/or its officers, agents and employees and caused by, relating to, arising out of, resulting directly or indirectly from the negligence of the Lessee or Lessee's non-compliance with this Agreement or in any way connected with this Agreement or the rights granted to Lessee hereunder (unless determined by a final judgment of a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the Lessor) including, without limitation, the occupancy, operation or use of the premises or any rights granted hereby. The Lessor agrees to indemnify, protect, defend and hold the Lessee harmless from and against any and all actions, claims, demands, losses, damages, expenses, or liabilities of any kind or nature including reasonable attorney's fees incurred in investigating or defending the same, suffered by the Lessee and caused by, relating to, arising out of, resulting directly or indirectly from the Lessor's negligence during the Lessor's non-exclusive use of the Demised Premises as such use is permitted in Section 11 above.

The provisions of this Section 16 shall apply to any claim arising from any period in which this Agreement is in effect and

shall survive the expiration or earlier termination of this Agreement. The Lessee hereby accepts the Demised Premises in its current condition and recognizes that the Lessor shall not be required to maintain, repair or alter the Demised Premises prior to the commencement of the term of this Agreement nor shall Lessor's not maintaining, repairing or altering the Demised Premises give rise to the Lessor's obligation to indemnify and hold the Lessee harmless under this Agreement.

SECTION 17: The Lessee agrees, warrants and represents that it shall be responsible for, at its sole costs and expense, the maintenance and operation of all of the "hatched" parcels shown on Schedule A, including but not limited to Parcel 25, during the entire term of this Agreement.

SECTION 18: Lessee shall, at its sole cost and expense, maintain the leased premises in good repair and condition.

SECTION 19: The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term without hindrance, ejection or interference except as otherwise provided in this Lease or as permitted by law.

SECTION 20: Any obligation of Lessee to make payments or expenditures of any kind under this Lease shall be contingent upon the Lessor securing the requisite approvals and appropriations being duly passed pursuant to the laws of the City of Stamford.

SECTION 21: In the event that the Lessee shall remain on the demised premises after the expiration of the term of the

lease without having executed a new written lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not moved at the end of its term, and thereupon be entitled to all the remedies against Lessee as provided by law and/or in equity in that situation, or the Lessor may elect to construct such holding over as a tenancy from month to month, subject to all the terms and conditions of this Agreement, except as to duration.

Lessee shall indemnify and hold the Lessor harmless from any and all damages, penalties, costs and expenses including but not limited to reasonable attorney's fees suffered by the Lessor as a result of Lessee's failure to surrender the premises within the time limit set forth in this Section and/or Section 5 of this Agreement.

SECTION 22: This Lease contains the entire agreement between the parties and all representations relating to this tenancy or to the demised premises are included herein.

SECTION 23: This Lease shall be construed in accordance with the laws of the State of Connecticut.

SECTION 24: This Lease shall be binding upon the parties, their successors and assigns, trustees and legal representatives.

SECTION 25: During the term of this Agreement, including any extensions, St. John's Roman Catholic Church shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or Stamford Board of Education or any appointed

or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to St. John's Roman Catholic Church shall include its officers, directors, employees, and owners of more than 5% equity in St. John's Roman Catholic Church. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

IN WITNESS WHEREOF, the parties have hereunto caused their hands and seals to be affixed on the day and year first above written.

Signed, sealed and delivered in the presence of:

LESSEE, THE CITY OF STAMFORD

By _____
Michael A. Pavia
Its duly-authorized Mayor

LESSOR, ST. JOHN'S ROMAN CATHOLIC CHURCH

By _____
Monsignor Stephen M. DiGiovanni
Its Pastor and Treasurer
Duly-authorized

APPROVED AS TO FORM:

By _____
Sybil V. Richards
Deputy Corporation Counsel

APPROVED AS TO INSURANCE:

By _____
Risk Manager

State of Connecticut)
) ss. Stamford December ,2010
County of Fairfield)

Personally appeared Michael A. Pavia, Mayor of the City of Stamford, a signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and his free act and deed as Mayor thereof, before me.

Sybil V. Richards, Esq.
Commissioner of the Superior Court

State of Connecticut)
) ss. Stamford December ,2010
County of Fairfield)

Personally appeared Monsignor Stephen M. DiGiovanni, Pastor and Treasurer of St. John's Roman Catholic Church, a signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and his free act and deed as Pastor and Treasurer thereof, before me.

Notary Public
My Commission expires on:
Commissioner of the Superior Court

Schedule A

S 81° 55' 30" E
74.15

S 54° 09' 55" E
23.85

PARCEL 24
122,000 SQ. FT.

WATER
DITCH

ST. JOHN'S R. C. CHURCH

S 67° 20' 00" E
107.20

S 74° 46' 25" E
50.91

STANFORD

PARCEL 25
110,000 SQ. FT.

ST. JOHN'S
R. C. CHURCH

WATER
DITCH

WATER
DITCH

S 63° 05' 30" E
77.70