

RESOLUTION NO. _____

August 20, 2024

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT
BETWEEN THE CITY OF HUDSON AND PBF, LLC**

WHEREAS, the City of Hudson (the “City”) holds title to a vacant parcel located at 604 Washington Street, City of Hudson, New York also identified as Tax Map Number 110.9-1-55 (the Parcel); and

WHEREAS, a portion of the Parcel is currently utilized by the City of Hudson Fire Department as overflow parking with the majority of the parcel unoccupied and not in use; and

WHEREAS, pursuant to Section C12-23 of the City of Hudson Charter and Section 41-1 of the City Code, the Common Council for the City of Hudson City (“City Council”) has the authority to lease City property; and

WHEREAS, the City of Hudson entered into Lease Agreement with PBF Hudson LLC (“Lessee”) to rent a portion of the Parcel for an initial rental term of June 1, 2022 through May 31, 2024; and

WHEREAS, the City Council wishes to enter into a renewal lease agreement with Lessee for a new five (5) year term running from September 1, 2024 through August 31, 2029 at an annual rent of \$12,500, a copy of said Lease Agreement is attached hereto with terms incorporated herein; and

NOW, THEREFORE, LET IT BE RESOLVED, that the Mayor is authorized to execute the attached renewal Lease Agreement with PBF Hudson LLC for a five (5) year term which shall commence on September 1, 2024 and terminate on August 31, 2029 at an annual rent of \$12,500.00.

Introduced: _____

Seconded: _____

Approved: _____
Kamal Johnson, Mayor

Dated: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated the ____ day of August, 2024, is hereby stated on the following terms:

PARTIES TO LEASE AND ADDRESSES:

Lessor: CITY OF HUDSON
Hudson City Hall
520 Warren Street
Hudson, New York 12534

Lessee: PBF HUDSON, LLC
2130 Broadway, Suite 203
New York, New York 10023

If there is more than one Lessor or Lessee, the words “Lessor” and “Lessee” used in this Lease include them. If there is more than one Lessee, each Lessee shall be jointly and severally liable for compliance with all the terms and conditions of this Lease Agreement.

1. AGREEMENT TO LEASE AND PAY RENT: Lessor hereby agrees to lease the premises from Lessor and to pay the rent as required by this Lease.

2. PREMISES RENTED: The area as depicted in Exhibit “1” annexed hereto and incorporated herein which consists of a portion of a vacant parcel of land located at 604 Washington Street, City of Hudson, New York 12534 bearing tax map number 110.9-1-55 (“rental premises”).

3. TERM: The term for this Rental Agreement be an initial five (5) year term which shall commence on September 1, 2024 and terminate on August 31, 2029.

4. RENT: The Lessee shall pay rent in the sum of \$12,500.00 per annum for the initial five (5) year lease term. Lessee shall make the annual lease payment no later than the 1st day of September for each year of the lease, at the Lessor’s address set forth above.

5. LATE CHARGES AND DATE OF DEFAULT: The Rent due and owing herein is due by the First (1st) of September. If such rent is received by the Lessor, regardless of when it is mailed, more than fifteen (15) days after it is due, there shall be an additional amount of rent due and owing as a late charge in the amount of \$250.00. Notwithstanding any other provision of this Lease, if the rent or other fees due and owing are not actually received by the Lessor on or before the Fifteenth (15th) day after it is due, the Lessee shall be considered in default of this Agreement.

6. ALTERATIONS, IMPROVEMENTS OR ADDITIONS: Lessee shall be permitted to install temporary fencing around the perimeter of the parking area to secure same as identified Exhibit “1”. Lessee shall remove the temporary fencing at the conclusion of the construction.

Lessee shall not have the right to make any other alterations, improvements, or additions to the rental premises without the prior written consent of Lessor.

7. MAINTENANCE AND REPAIRS: The Lessee shall, during the term of this Lease, keep the rental premises in good order and repair as it is at the date of the commencement of this Lease, normal wear and tear excepted. The Lessee shall be permitted to place gravel and/or crushed stone necessary to maintain the rental premises as a parking lot. The Lessee shall otherwise be obligated to pay for any and all repairs arising from any act or omission, whether negligence or otherwise, of the Lessee, or of any agent, employee, invitee, licensee or guest of said Lessee.

8. INSURANCE: Lessee understands and agrees that it shall be its obligation to insure its personal property in sufficient and adequate amounts and Lessor shall have no obligation to insure or otherwise defend Lessee's loss of personal property. In addition, Lessee shall maintain a \$1,000,000.00 General Commercial Liability Policy with standard endorsements naming the City of Hudson as an additional insured. Lessee shall provide the City of Hudson with proof of insurance on an annual basis. Lessee shall provide Lessor with a copy of said insurance prior to the commencement of the lease term.

9. ASSIGNING THE LEASE: The Lessee may not assign this Lease without the written consent of the Lessor.

10. ENTRY: Lessee shall permit Lessor and/or his agents to enter upon the rental premises to inspect the said rental premises for compliance with the terms of this Lease Agreement. Wherever possible, Lessee shall be provided reasonable notice of any proposed entry hereunder, and in any event, such entry will be at a reasonable time. In the event the Lessor or Lessee discovers any problem within the rental premises which requires immediate attention, Lessor shall be permitted to enter upon the rental premises upon notice to the Lessee.

11. PROHIBITED ITEMS: Lessor shall not maintain, store and/or otherwise place Hazardous Substances, as defined herein, upon the subject Premises. "Hazardous Substance" means, without limitation, any flammables, explosives, radon, radioactive materials, asbestos, polychlorinated-biphenyls, petroleum and petroleum-based products or by-products, methane, hazardous materials, medical waste, hazardous wastes, hazardous or toxic substances or related materials, as defined in New York or Federal environmental or public health laws and in the regulations promulgated thereunder.

12. QUIET ENJOYMENT: Lessee may peaceably and quietly have, hold and enjoy the premises for the term of this Lease, provided it remains current on all rent payments and has not defaulted on any of the provisions of this lease agreement.

13. CONDITION OF PREMISES: The Lessee acknowledges that it has inspected the rental premises and accepts same in its existing "AS IS" condition. The Lessee acknowledges that no representation, statement or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition, except as set forth herein.

14. MAINTENANCE AND RE-DELIVERY: At Lessee's expense, Lessee shall keep the rental premises in good order, condition and repair. On the expiration or earlier termination of the tenancy, Lessee shall remove any and all personal property of Lessee including, without limitation, vehicles, equipment, debris and/or any other waste.

15. NOTIFICATION OF DEFECTS: Lessee shall be obligated to immediately notify the Lessor of any and all problems with the rental premises.

16. GARBAGE REMOVAL: Lessee shall abide by all laws, rules, and/or regulations of each state, county, or town relative to the disposal and/or recycling of garbage and will further dispose of same in approved receptacles and in accordance with any instructions provided by the Lessor.

17. DEFAULT: If the Lessee breaches any of the other terms or conditions of this Lease, all the rights of the Lessee in and to the premises, including the right of possession, shall terminate, and the Lessor shall become entitled to possession thereof after having given:

- a. TEN (10) DAY written notice to Lessee to vacate the rental premises in case of the Lessee's failure to comply with any of the terms and conditions of this lease agreement, including the schedules attached hereto.
- b. FIFTEEN (15) DAY written notice to Lessee in the event of any default in the payment of Rent.

Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or corresponding breach of any of the said terms, conditions or covenants of this Lease.

18. WAIVER: The waiver of one breach of any term, condition or obligation of this Lease shall not be considered to be a waiver of that or any other term, condition or agreement or of any subsequent breach thereof.

19. INVALIDITY OF ANY TERM: If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the Lease and/or the remainder of such provision and the application thereof to other persons or circumstances shall not be affected thereby.

20. NOTICE AND PAYMENTS: Notice from one party to the other shall be deemed to have been properly given if mailed to the addresses as indicated:

Lessee: 2130 Broadway, Suite 203, New York, New York 10023

Lessor: Hudson City Hall, 520 Warren Street, Hudson, New York 12534

Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner provided or recognized by law.

21. HOLD HARMLESS: Lessee expressly agrees to indemnify, defend and hold Lessor and their respective successors, heirs and assigns harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the rental premises or any part of it. In the event that Lessor shall, without fault on its part, be made a party to any litigation commenced against Lessee, Lessee shall protect and hold Lessor and its agents, representatives and employees harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor, or any of them, in connection with such litigation. Lessee shall also pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the terms, covenants and obligations of this Lease on Lessee's part to be performed.

Lessee also agrees to indemnify, save and hold Lessor and their respective successors, heirs and assigns harmless against any and all claims, demands, costs and expenses, including reasonable attorney's fees, for the defense arising from any breach or default on the part of Lessee, its agents, employees, servants, or those acting for or on behalf of Lessee, in the performance of any covenant or agreement on the part of them to be performed pursuant to the terms of this Lease, or from any act or negligence of any of them in or about the rental premises. In case of any action or proceeding brought against Lessor by reason of any such claim, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.

Lessor expressly agrees to indemnify and hold Lessee and their respective successors, heirs and assigns harmless for any claims, costs and/or expenses related to the existence, use, storage or disposal of any hazardous material on, in, or under the Premises prior to the commencement of this Lease.

22. ATTORNEY'S FEES: If the Lessee shall at any time be in default hereunder, and if the Lessor shall institute an action or summary proceeding against the Lessee based upon such default, then the Lessee will reimburse the Lessor for the expense of attorney's fees, costs and disbursements thereby incurred by the Lessor, so far as the same are a reasonable amount; in the amount of such expenses, costs and disbursements shall at the option of the Lessor, be deemed to be additional rent hereunder, and shall be due from the Lessee to the Lessor on the first day of the month following the incurring of such respective expenses, or on the first day of any succeeding month.

23. BINDING EFFECT: The provisions of this lease shall be binding upon and shall be for the benefit of Lessor and Lessee and their respective successors in interest.

24. INTERPRETATION AND VENUE: This lease shall be construed according to the laws of the State of New York. Any action commenced related hereto shall be brought solely in Hudson City Court, Hudson New York. Each party irrevocably and willingly submits to the jurisdiction of said court and waives any claims he or she may have to the venue thereof.

25. PARAGRAPH HEADINGS: The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

26. SIGNATURES: The parties have signed this Lease as of the date written below.

LESSOR:
CITY OF HUDSON

Dated: August ____, 2024

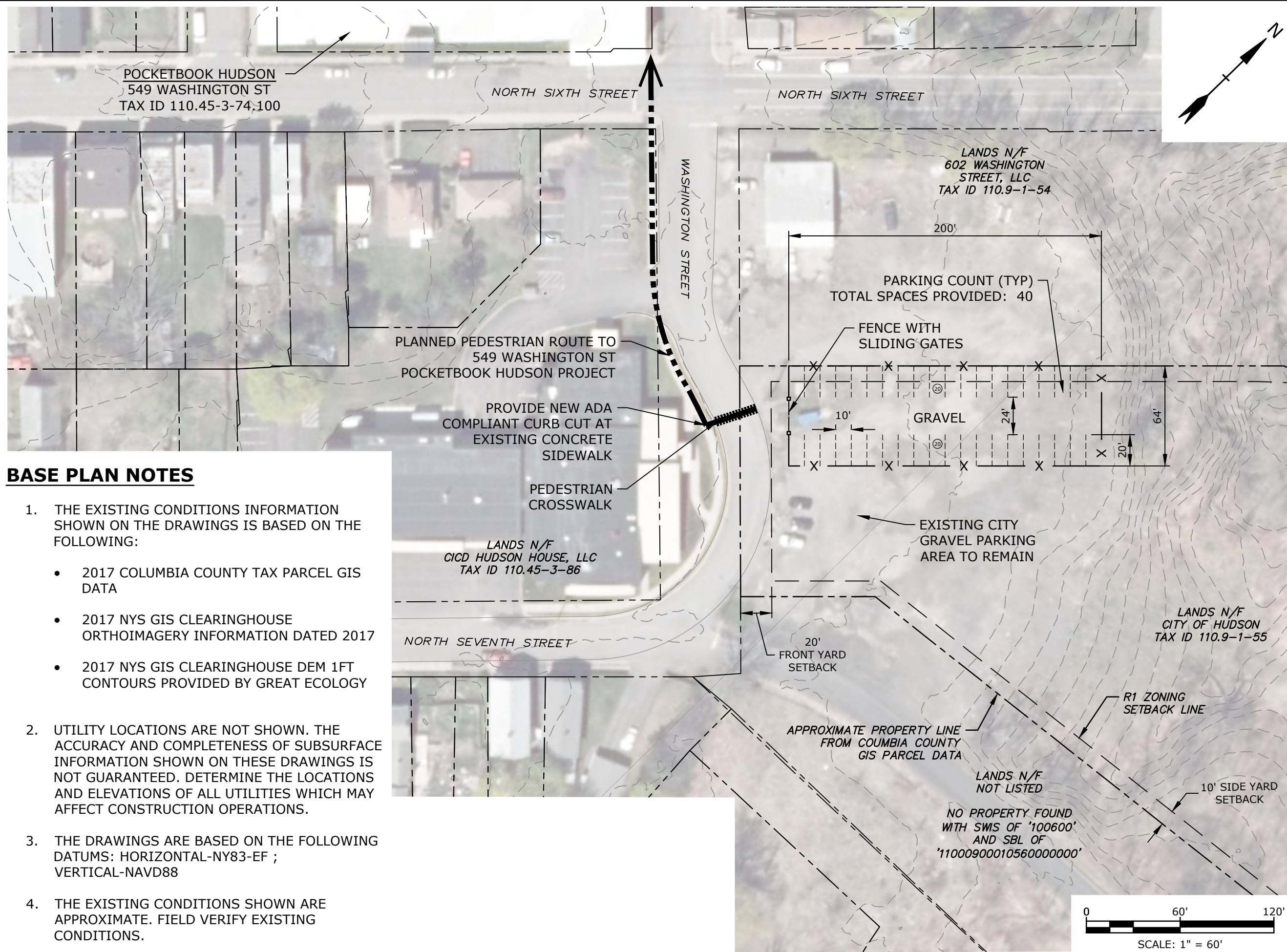
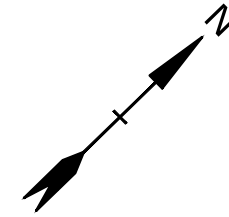
By: Kamal Johnson, Mayor

LESSEE:
PBF HUDSON, LLC

Dated: August ____, 2024

By: Gabriel Katz

EXHIBIT “1”



BASE PLAN NOTES

1. THE EXISTING CONDITIONS INFORMATION SHOWN ON THE DRAWINGS IS BASED ON THE FOLLOWING:
 - 2017 COLUMBIA COUNTY TAX PARCEL GIS DATA
 - 2017 NYS GIS CLEARINGHOUSE ORTHOIMAGERY INFORMATION DATED 2017
 - 2017 NYS GIS CLEARINGHOUSE DEM 1FT CONTOURS PROVIDED BY GREAT ECOLOGY
2. UTILITY LOCATIONS ARE NOT SHOWN. THE ACCURACY AND COMPLETENESS OF SUBSURFACE INFORMATION SHOWN ON THESE DRAWINGS IS NOT GUARANTEED. DETERMINE THE LOCATIONS AND ELEVATIONS OF ALL UTILITIES WHICH MAY AFFECT CONSTRUCTION OPERATIONS.
3. THE DRAWINGS ARE BASED ON THE FOLLOWING DATUMS: HORIZONTAL-NY83-EF ; VERTICAL-NAVD88
4. THE EXISTING CONDITIONS SHOWN ARE APPROXIMATE. FIELD VERIFY EXISTING CONDITIONS.

**CONCEPT PLAN
NOT FOR
CONSTRUCTION**

**Pocketbook
Hudson**

PBF Hudson LLC

Hudson, NY

A	4/13/2022	REVISED PARKING LAYOUT
PROJECT NO:	M5083-001	
DATE:	03/31/2022	
FILE:	M5083-01 Concept Parking Lot 2022-04-13.dwg	
DRAWN BY:	RQL	
DESIGNED/CHECKED BY:	RLS	
APPROVED BY:	BKN	

604 WASHINGTON STREET
CONCEPT PARKING LOT

SCALE: AS SHOWN

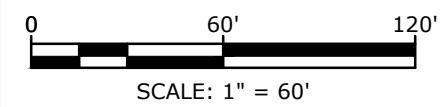


FIGURE-1

Apr 13, 2022-11:51am Plotted By: RSasser Tighe & Bond, Inc. F:\Projects\W\5083 MacArthur Holdings\Drawings - Figures\AutoCAD\Sheet\M5083-01 Concept Parking Lot 2022-04-13.dwg