

WHITE PLAINS URBAN RENEWAL AGENCY

RESOLUTION 9-2014

RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF WHITE PLAINS AND THE WHITE PLAINS URBAN RENEWAL AGENCY AND THE SUBLEASE AGREEMENT BY AND BETWEEN THE WHITE PLAINS URBAN RENEWAL AGENCY AND White Plains HOSPITAL MEDICAL CENTER FOR PARKING SPACES IN THE LONGVIEW AVENUE PARKING GARAGE DATED OCTOBER 30, 2008

WHEREAS, on April 18, 2007, the White Plains Urban Renewal Agency adopted Resolution 17-2007 entitled "RESOLUTION (A) DESIGNATING WHITE PLAINS HOSPITAL CENTER AS THE QUALIFIED AND ELIGIBLE SPONSOR FOR THE LEASE OF A MINIMUM OF ONE HALF OF THE PARKING SPACES IN THE APPROVED LONGVIEW AVENUE MUNICIPAL PARKING GARAGE, LOCATED IN THE EAST POST ROAD PHASE II URBAN RENEWAL PROJECT, PROJECT NO. WPUR-9B ("LONGVIEW GARAGE"); (B) APPROVING THE REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE, SUBMITTED ON BEHALF OF WHITE PLAINS HOSPITAL CENTER; (C) APPROVING THE PROPOSED LEASE AND LEASE TERMS; AND (D) AUTHORIZING PUBLICATION OF THE NOTICE OF AVAILABILITY FOR PUBLIC EXAMINATION OF THE "REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE," AND OF THE PROPOSED LEASE" ("the Resolution"); and

WHEREAS, said Resolution authorized a lease by and between the City of White Plains, the White Plains Urban Renewal Agency and the White Plains Hospital Center ("the Hospital") upon terms specified in Whereas clause HH regarding the rental of the parking spaces including the calculation of the rent and the timing of the rental payments; and

WHEREAS, the Resolution provided for the following provisions for the rental to be paid directly to the City from the Hospital as follows:

- a. Basic Rent, being an amount equal to the percentage of the amount which the City shall, from time to time, be scheduled to pay during the fiscal year of the City as debt service on obligations issued by the City for the construction of the Longview Avenue Parking Garage and for Capital Improvements thereto (as such term will be defined in the Parking and Operation and Maintenance Agreement to be entered into by the City, the Agency and the Hospital), as shall be required or authorized under the Parking and Operation and Maintenance Agreement. such percentage being equal to a fraction, the numerator of which is the number of Hospital leased parking spaces and the denominator of which is the total number of parking spaces in the Longview Avenue Parking Garage;
- b. Additional Rent equal to the Hospital's percentage of costs of ordinary operating expenses, as defined in the Parking and Operation and Maintenance

Agreement, non-recurring repairs, as defined in the Parking and Operation and Maintenance Agreement, and the cost of non-financed Capital Improvements made pursuant to the Parking and Operation and Maintenance Agreement, as each is scheduled to be paid by the City during a fiscal year of the City; and

- c. Extraordinary Rent in the event that interest on obligations of the City issued to pay for the costs of construction of the Longview Avenue Parking Garage or Capital Improvements thereto are determined to be includable in the gross income of the holder of such obligations for purposes of federal income taxation under the Internal Revenue Code due to an action, failure to act or omission of the Hospital, including, but not limited to, the loss of the Hospital's Section 501(c) (3) status under the Internal Revenue Code; and

**WHEREAS, a document was entered into designated as the Lease Agreement by and Between the City of White Plains and the White Plains Urban Renewal Agency and the Sublease Agreement by and Between the White Plains Urban Renewal Agency and White Plains Hospital Medical Center for Parking Spaces in the Longview Avenue Parking Garage dated October 30, 2008 ("the Lease and Sublease"), upon the same general terms provided for in the aforesaid resolution; and**

**WHEREAS, the Longview Garage, as constructed, contained 758 parking spaces of which 324 were subleased as Hospital parking and 25 additional spaces were also subleased to White Plains Hospital Medical Center ("the Hospital") for the uses provided for in the Lease and Sublease located on the sixth, seventh and eighth floors of the Longview Garage for which the Hospital was to pay 42.74% and 3.30% of the expenses specified in the Lease and Sublease relating to Basic and Additional Rent as well as the Extraordinary Rent, if applicable; and**

**WHEREAS, the Hospital desires to obtain the use of the fifth floor of the Longview Garage (an additional 88 parking spaces) upon the same rental terms as above adjusting the percentage for the additional number of spaces which those spaces represent, i.e., 412 spaces subleased as Hospital parking and 25 additional spaces also subleased to the Hospital for the uses provided for in the Lease and Sublease located on the fifth, sixth, seventh and eighth floors of the Longview Garage for which the Hospital would pay 51.05% and 3.30% of the expenses specified in the Lease and Sublease relating to Basic and Additional Rent as well as the Extraordinary Rent, if applicable; and**

**WHEREAS, the Hospital has requested permission to provide stacked parking within the area of its sublease where allowed by the Commissioner of Parking, in the following areas:**

- (a) Any of the area comprising the Hospital Spaces (i.e.: vehicles do not have to be parked within the lines so long as they do not impede the travel lane);

- (b) The approximately 19' x 19' area in the northwest corner of each level of the Premises as more particularly shown on Exhibit A attached hereto and made a part hereof;
- (c) The approximately 19' x 19' area in the southwest corner of each level of the Premises as more particularly shown on Exhibit A;
- (d) The "hatched" areas in the Premises adjacent to the gates separating the Premises from the balance of the Garage as more particularly shown on Exhibit A; and
- (e) The approximately 34' x 38' area on the roof level normally utilized as a turnaround area as more particularly shown on Exhibit A; and

WHEREAS, the Hospital has agreed that the cost of moving the gate separating the Hospital spaces from the remainder of the garage from the sixth floor to the fifth floor shall be at the sole expense of the Hospital; and

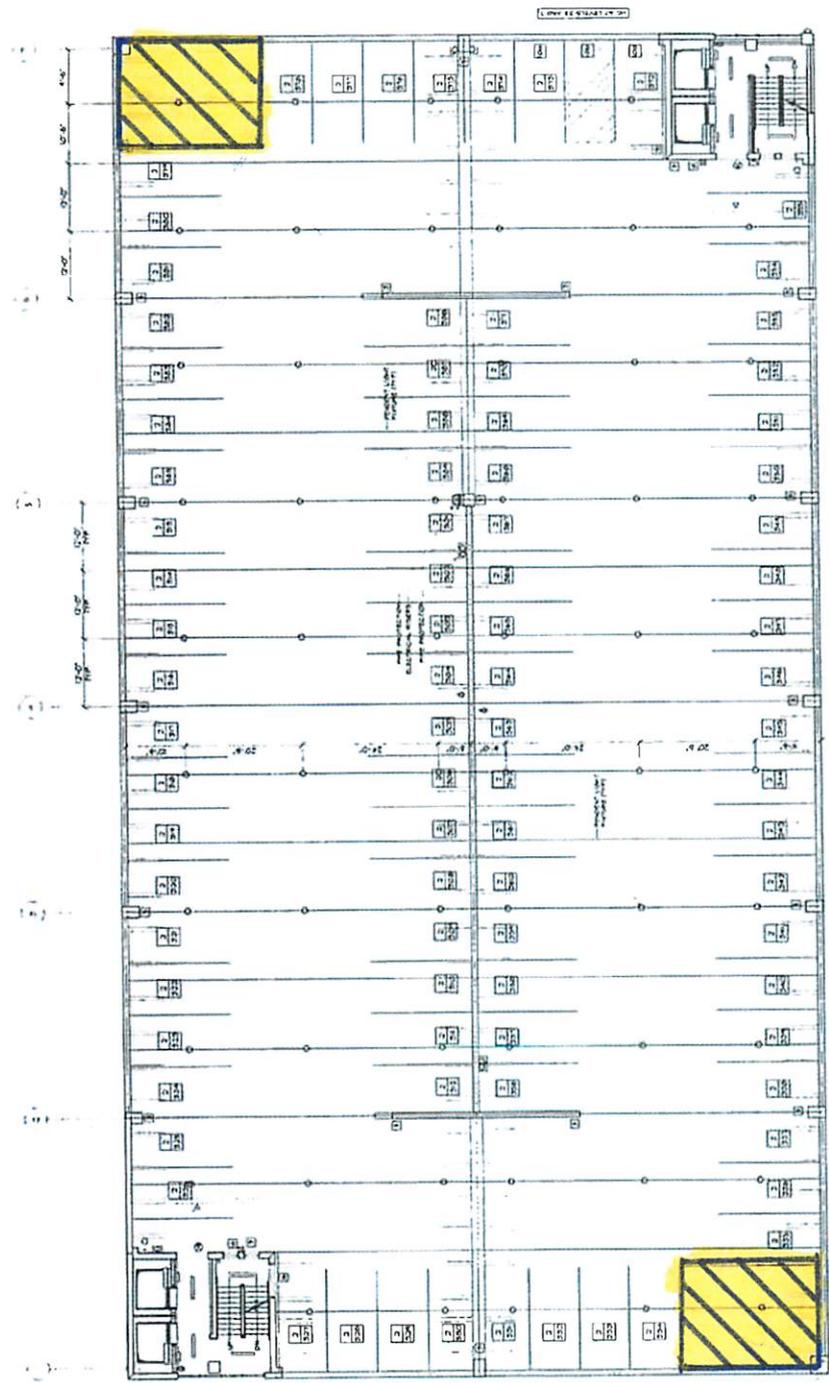
WHEREAS, this proposed amendment (i.e., to increase the area subleased to the Hospital, to allow stacked parking in certain areas subleased to the Hospital and to require the Hospital to pay all costs incurred to move the gate from the sixth floor to the fifth floor) will be consistent with the terms of the Lease and Sublease and will be consistent with the findings of Resolution 17-2007 regarding this project;

NOW, THEREFORE BE IT RESOLVED THAT

1. The Agency, hereby, approves the aforementioned amendment to the Lease and Sublease, in a form acceptable to the Counsel to the Agency and subject to the Common Council approving the aforementioned amendment to the Lease and Sublease in a form acceptable to the Corporation Counsel.

APPROVED: September 18, 2014





THE FOLLOWING SIGNAGE APPLIES TO LEVELS 6, 7, AND 8

*Levels 6, 7, and 8  
 stacking areas n.t.s.*

- LEGEND**
- 1 SECURITY CAMERA HALL MOUNTED AT BOTTOM EDGE OF PRECAST TEEL
  - 2 SECURITY CAMERA CORNER MOUNTED
  - 3 BLUE LIGHT 15" BY 15" SURFACE MOUNTED
  - 4 HALL - SPACE MAINTAIN SYSTEM
  - 5 FIRE STAIRWELL
  - 6 COLD WATER ROSE
  - 7 HALL BENCH
  - 8 EXIT SIGN MOUNTED SIDE AND ARROW INDICATE DIRECTION OF EXIT
  - 9 SIGNAGE - SECURITY CAMERA HALL MOUNTED 18" BY 18" SIGNAGE (SEE REPORT)
  - 10 SIGNAGE - SECURITY CAMERA HALL MOUNTED 18" BY 18" SIGNAGE (SEE REPORT)
  - 11 PRECAST SIGNAGE LIGHT
  - 12 PRECAST SIGNAGE LIGHT
  - 13 ELECTRICAL COMPONENTS (SEE REPORT ONLY)
  - 14 ELECTRICAL COMPONENTS (SEE REPORT ONLY)
  - 15 ELECTRICAL COMPONENTS (SEE REPORT ONLY)

EXEMPT FROM DOCUMENTS SUBMITTAL  
 THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE NECESSARY GENERAL CONTRACTOR EQUIPMENT

**JMC**  
 JACKSON MASONRY CONSTRUCTION

**STRUCTURAL CONSULTANTS & SERVICES, P.C.**  
 100 WEST 10TH STREET, SUITE 200  
 NEW YORK, NY 10011

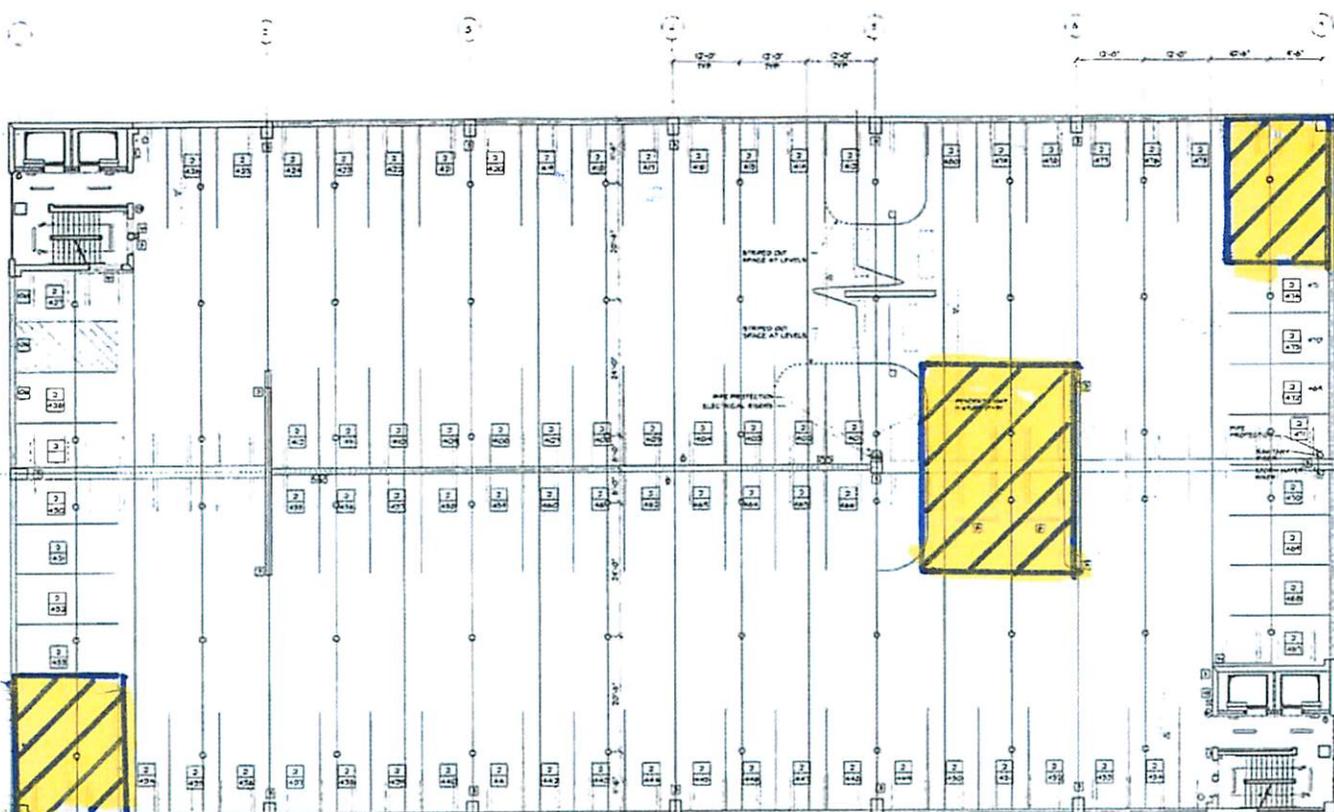
**JACK STONE ENGINEERS P.C.**  
 807 BROADWAY, SUITE 1000  
 NEW YORK, NY 10013

THE CITY OF WHITE PLAINS  
 DEPARTMENT OF PUBLIC WORKS  
 200 MAIN STREET, SUITE 200  
 WHITE PLAINS, NY 10610

LONGVIEW AVENUE LOT GARAGE CONSTRUCTION

LONGVIEW AVENUE AND CROMWELL PLACE  
WHITE PLAINS, NEW YORK

FOR THE CITY OF WHITE PLAINS



*Roof Level  
stacking areas*

*N.T.S.*

- LEGEND
- Ⓚ SECURITY CAMERA WALL MOUNTED (BY BOTTOM EDGE OF PRECAST YIELD)
  - Ⓛ SECURITY CAMERA CORNER MOUNTED
  - Ⓜ BLUE LIGHT SYSTEM SURFACE MOUNTED
  - Ⓝ MULTI-SPACE PARKING METER
  - Ⓞ FIRE STANDPIPE
  - Ⓟ COLD WATER RISER
  - Ⓠ HALL NOISCE
  - Ⓡ EXIT SIGN BAYONET SIDE AND MIRROR INDICATE FACE OF SIGN
  - Ⓢ 4' LONG FLUORESCENT STRIP LIGHT AT CEILING IN ALL STAIRWELLS
  - Ⓣ RECESSED CEILING LIGHT
  - Ⓤ PENDENT CEILING LIGHT MARKING DECK
  - Ⓡ ELECTRICAL EQUIPMENT FOR LOCATION ONLY  
NO ELECTRICAL DATA AND SPECS FOR  
FUTURE SPECIFICATIONS

CONSTRUCTION DOCUMENTS CONSIST OF PLANS AND SPECIFICATIONS IN THEIR ENTIRETY. EACH CONTRACTOR IS RESPONSIBLE TO REVIEW THE ENTIRE CONSTRUCTION DOCUMENT SET.

**JMC**  
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914.261.1111

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THE CITY OF WHITE PLAINS  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING  
255 MAIN STREET WHITE PLAINS, NY 10601  
PHONE (914) 422-1218 FAX (914) 422-1448

CONTRACT #  
A02934 1001

REFLECTED CEILING PLAN  
PARKING LEVEL

A-504

# WHITE PLAINS URBAN RENEWAL AGENCY

MUNICIPAL BUILDING ANNEX 255 MAIN STREET, WHITE PLAINS, NEW YORK 10601 (914) 422-1300  
Fax (914) 422-1301

## CERTIFIED COPY

I, the undersigned, hereby certify that:

1. I am the duly qualified and acting Assistant Secretary of the White Plains Urban Renewal Agency (the "Agency"). I am the custodian of the minutes of the meetings of the Agency and am authorized to execute this certificate.
2. Attached hereto is a correct copy of **Resolution 09 - 2014**, (the "Resolution"), adopted at a meeting of the Agency held on **September 18, 2014**, (the "Meeting"), which Resolution is now in full force and effect.
3. The Meeting was duly convened and held in accordance with law and the by-laws of the Agency, and proper notice of the Meeting was given . A legal quorum of the Agency was present throughout the Meeting and a legally sufficient number of members of the Agency duly voted for the adoption of the Resolution.
4. The authority delegated to the Chairman in the Resolution has not been altered or revoked in any way.
5. The seal that appears below is the official seal of the Agency and was duly affixed by me at the time I executed this certificate on **September 18, 2014**.

  
Elizabeth Cheteney.  
Executive Director