



Yonkers Parking Authority
Regular Board Meeting of November 30, 2021

AGENDA

The Agenda for the regularly scheduled Yonkers Parking Authority Board meeting of Tuesday, November 30, 2021, to be convened virtually, will include, but not be limited to, the following issues:

Call to Order

Affirmation of Minutes of October 26, 2021 Regular Board Meeting

Audit Committee Meeting

Proposed Budget 2022

Old Business / Updates:

New Business:

Resolution No. 2021-16: Approve Purchase of Two Replacement Operations Support Vehicles (Dump Truck and Pick-Up Truck) for the Rolling Stock

Resolution No. 2021-17: Approve Purchase of Replacement Vinyl Cutting System for Sign Making Operations

Resolution No. 2021-18: Approve Parking Permit Increase; Effective: January 01, 2022

Resolution No. 2021-19: Approve Renewal of License Agreement by and between the Yonkers Parking Authority & Zuppa Restaurant for Valet Parking at the Buena Vista Garage (BVG); January 01, 2022- December 31, 2022

Resolution No. 2021-20: Approve Renewal of License Agreement by and between the Yonkers Parking Authority & WSH Group LLC d/b/a Dolphin Restaurant ("Licensee") for Valet Parking at the Buena Vista Garage (BVG); January 01, 2022- December 31, 2022

Resolution No. 2021-21: Approve Renewal of License Agreement by and between the Yonkers Parking Authority & St. John's Riverside Hospital for the lease of the Parkadrome Parking Facility from January 01, 2022- December 31, 2022

Yonkers Parking Authority
Regular Board Meeting of November 30, 2021

AGENDA Continued

Resolution No. 2021–22 Approve Renewal of License Agreement by and between the Yonkers Parking Authority & Bank of America for the lease of the 5 spots and easement in the Walsh Lot Parking Facility on Palisade Avenue, Yonkers NY from January 01, 2022– December 31, 2022

Other Business: Any matter of interest to the Board

Financial Report: October 2021

Yonkers Parking Authority
8 Buena Vista Avenue
Yonkers, New York 10701

Regular Board Meeting Minutes
October 26, 2021

The regularly scheduled meeting of the Yonkers Parking Authority Board convened on Tuesday, October 26, 2021, at 5:30 p.m. was held virtually via the Zoom virtual meeting platform.

Present on the Zoom virtual meeting:

Board members:

Hon. Steven J. Levy, Chairman
Mr. Dennis R. Gallego, Board Member
Mr. Luis Eleutice, Board Member

YPA Staff:

Ms. Gail M. Burns, Executive Director
Mr. Jay McLynn, Assistant to the Executive Director
Ms Susan M. Maros Victoria, Human Resources Director/
Recording Secretary
Mr. Canute McLaughlin, Accountant

Board Counsel:

Mr. David Redmond, Esq., Corporation Counsel, City of Yonkers, NY

Absent:

Mr. Jeremiah J. Jerome, Vice-Chairman
Mr. Robert Vitulli, Board Member

Call to Order

Chairman Levy called the meeting to order at 5:31 p.m. A formal roll call was done for the record revealing that with the exception of board members: Messrs. Jerome and Vitulli, all board members, staff, and board counsel were present.

Mr. Gallego motioned to convene the board meeting and was seconded by Mr. Eleutice. The motion passed three to zero (3-0, Messrs. Jerome and Vitulli absent).

Affirmation of Minutes of September 28, 2021 Regular Board Meeting

Mr. Gallego motioned to affirm the minutes of September 28, 2021 and was seconded by Mr. Eleutice. The regular board minutes of September 28, 2021 were affirmed three to zero (3-0, Messrs. Jerome and Vitulli absent).

Yonkers Parking Authority
Regular Board Meeting Minutes
October 26, 2021

Old Business -Not addressed

New Business - None

Financial Report: August 2021

Highlights of the financial report for September 2021

- The Yonkers Parking Authority (YPA) has recorded a total of \$480,938 in revenues under the YPA account; \$101,872 under the Buena Vista Garage (BVG) account and \$11,809 at the Cacace Justice Center parking facility during the month of September 2021.
- Operating expenditures for September 2021 totaled \$437,787 for the YPA, \$83,962 for the Buena Vista Garage (BVG) and \$737 for the Cacace Justice Center parking facility.
- YPA September 2021 revenues reflected an increase of eleven per cent (11%) as compared to figures posted for September 2020 while BVG revenues for September 2021 likewise reflected an increase of thirty-nine per cent (39%) as compared to figures posted for September 2020.

Other Business

Chairman Levy asked if there were any other matters of interest to the board. There was none.

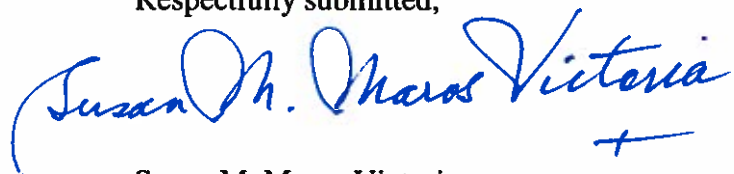
Next Meeting

The date for the following regular meeting of the Yonkers Parking Authority Board is Tuesday November 30, 2021,

Conclusion

With no further business to be discussed, Mr. Gallego moved that the regular meeting be adjourned and was seconded by Mr. Eleutice. The motion passed three to zero (3-0, Messrs. Jerome and Vitulli absent). The board meeting adjourned at 5:37 p.m.

Respectfully submitted,



Susan M. Maros Victoria
Human Resources Director /
Recording Secretary

Yonkers Parking Authority
Regular Board Meeting of November 30, 2021

Resolution No. 2021-16: Approve Purchase of Two Replacement Operations Support Vehicles (Dump Truck and Pick-Up Truck) for the Rolling Stock

Moved:

Second:

Vote:

Yea:

Nay:

Abstain:

Absent:

WHEREAS, there is need to replace two operations support vehicles, a dump truck and a pick up truck, within the Authority's rolling stock to increase efficiency, enhance ongoing operations and diminish down time for repairs due to wear and tear, and;

WHEREAS the Authority has publically bid for the vehicles via a Request for Quotation on the New York State Office of General Services (OGS) website www2.ogs.state.ny.us as follows: one dump truck for \$69,562.55, one pick-up truck for \$53,822.60 (copies attached), and;

NOW, THEREFORE, be it resolved, that Authority staff be authorized to purchase the aforesaid vehicles at an approximate cost of one hundred twenty-three thousand three hundred eighty-five dollars and fifteen cents (\$123,385.15); including but not limited to delivery charges as applicable.

Gail Burns

From: Dennis Gallego <dr5271@verizon.net>
Sent: Sunday, November 14, 2021 3:46 PM
To: Gail Burns
Subject: Re: PICKUP AND DUMP TRUCK

approved

-----Original Message-----

From: Gail Burns <gail.burns@ypa.yonkersny.gov>
To: Steven J. Levy <stevenj.levy@yonkersny.gov>; Dennis Gallego (dr5271@verizon.net) (dr5271@verizon.net) (dr5271@verizon.net) <dr5271@verizon.net>; 'LUIS ELEUTICE' <lee417@aol.com>; jjj1863@icloud.com <jjj1863@icloud.com>; artcraft0813@gmail.com <artcraft0813@gmail.com>
Sent: Fri, Nov 12, 2021 1:50 pm
Subject: FW: PICKUP AND DUMP TRUCK

Hello All

I need an approval for to purchase these two trucks information attached. He has these two trucks coming in very shortly, once they are in we have to be able to accept immediately or we will have to wait 2 years for another 2 trucks to be available. Please email me back with your vote.

Thank you

Gail Burns
Executive Director
Yonkers Parking Authority
8 Buena Vista Avenue
Yonkers, NY 10701
914-965-2467

From: Scott Cabot <scott.cabot@ypa.yonkersny.gov>
Sent: Friday, November 12, 2021 11:41 AM
To: Gail Burns <gail.burns@ypa.yonkersny.gov>
Cc: Jay McLynn <jay.mclynn@ypa.yonkersny.gov>; John Couto <John.Couto@YPA.yonkersny.gov>
Subject: FW: PICKUP AND DUMP TRUCK

Good Morning,

I am forwarding the pricing quotations for the YPA vehicles. John you may want to look over the spec sheets and make sure we are getting everything discussed or if clarification is needed.

From: robert green <rsgreen_rgtruck@hotmail.com>
Sent: Thursday, November 11, 2021 3:18 PM
To: Scott Cabot <scott.cabot@ypa.yonkersny.gov>
Subject: PICKUP AND DUMP TRUCK

Scott,

The quotes we discussed are attached. Please review and advise any questions.

Thank you. Rob

ROBERT S. GREEN
ROBERT GREEN AUTO & TRUCK INC.
PO BOX 8002
ROCK HILL, NY 12775
845 794-0300 XT.108

Gail Burns

From: LUIS ELEUTICE <lee417@aol.com>
Sent: Friday, November 12, 2021 4:40 PM
To: Steven J. Levy
Cc: Gail Burns; Dennis Gallego (drg5271@verizon.net) (drg5271@verizon.net) (drg5271@verizon.net); jjj1863@icloud.com; artcraft0813@gmail.com
Subject: Re: PICKUP AND DUMP TRUCK

Approved

On Nov 12, 2021, at 2:05 PM, Steven J. Levy <stevenj.levy@yonkersny.gov> wrote:

Approved.

From: Gail Burns <gail.burns@ypa.yonkersny.gov>
Date: Friday, November 12, 2021 at 1:50 PM
To: Sjl <stevenj.levy@yonkersny.gov>, "Dennis Gallego (drg5271@verizon.net) (drg5271@verizon.net) (drg5271@verizon.net)" <drg5271@verizon.net>, 'LUIS ELEUTICE' <lee417@aol.com>, "jjj1863@icloud.com" <jjj1863@icloud.com>, "artcraft0813@gmail.com" <artcraft0813@gmail.com>
Subject: FW: PICKUP AND DUMP TRUCK

Hello All

I need an approval for to purchase these two trucks information attached. He has these two trucks coming in very shortly, once they are in we have to be able to accept immediately or we will have to wait 2 years for another 2 trucks to be available. Please email me back with your vote.

Thank you

Gail Burns
Executive Director
Yonkers Parking Authority
8 Buena Vista Avenue
Yonkers, NY 10701
914-965-2467

From: Scott Cabot <scott.cabot@ypa.yonkersny.gov>
Sent: Friday, November 12, 2021 11:41 AM
To: Gail Burns <gail.burns@ypa.yonkersny.gov>
Cc: Jay McLynn <jay.mclynn@ypa.yonkersny.gov>; John Couto <John.Couto@YPA.yonkersny.gov>
Subject: FW: PICKUP AND DUMP TRUCK

Good Morning,

I am forwarding the pricing quotations for the YPA vehicles. John you may want to look over the spec sheets and make sure we are getting everything discussed or if clarification is needed.

From: robert green <rsgreen_rgtruck@hotmail.com>
Sent: Thursday, November 11, 2021 3:18 PM
To: Scott Cabot <scott.cabot@ypa.yonkersny.gov>
Subject: PICKUP AND DUMP TRUCK

Scott,

The quotes we discussed are attached. Please review and advise any questions.

Thank you. Rob

ROBERT S. GREEN

ROBERT GREEN AUTO & TRUCK INC.

PO BOX 8002

ROCK HILL, NY 12775

845 794-0300 XT.108

Gail Burns

From: Steven J. Levy
Sent: Friday, November 12, 2021 1:52 PM
To: Gail Burns; Dennis Gallego (drg5271@verizon.net) (drg5271@verizon.net) (drg5271@verizon.net); 'LUIS ELEUTICE'; jjj1863@icloud.com; artcraft0813@gmail.com
Subject: Re: PICKUP AND DUMP TRUCK

Approved.

From: Gail Burns <gail.burns@ypa.yonkersny.gov>
Date: Friday, November 12, 2021 at 1:50 PM
To: Sjl <stevenj.levy@yonkersny.gov>, "Dennis Gallego (drg5271@verizon.net) (drg5271@verizon.net) (drg5271@verizon.net)" <drg5271@verizon.net>, 'LUIS ELEUTICE' <lee417@aol.com>, "jjj1863@icloud.com" <jjj1863@icloud.com>, "artcraft0813@gmail.com" <artcraft0813@gmail.com>
Subject: FW: PICKUP AND DUMP TRUCK

Hello All

I need an approval for to purchase these two trucks information attached. He has these two trucks coming in very shortly, once they are in we have to be able to accept immediately or we will have to wait 2 years for another 2 trucks to be available. Please email me back with your vote.

Thank you

Gail Burns
Executive Director
Yonkers Parking Authority
8 Buena Vista Avenue
Yonkers, NY 10701
914-965-2467

From: Scott Cabot <scott.cabot@ypa.yonkersny.gov>
Sent: Friday, November 12, 2021 11:41 AM
To: Gail Burns <gail.burns@ypa.yonkersny.gov>
Cc: Jay McLynn <jay.mclynn@ypa.yonkersny.gov>; John Couto <John.Couto@YPA.yonkersny.gov>
Subject: FW: PICKUP AND DUMP TRUCK

Good Morning,

I am forwarding the pricing quotations for the YPA vehicles. John you may want to look over the spec sheets and make sure we are getting everything discussed or if clarification is needed.

From: robert green <rsgreen_rgtruck@hotmail.com>
Sent: Thursday, November 11, 2021 3:18 PM

To: Scott Cabot <scott.cabot@ypa.yonkersny.gov>

Subject: PICKUP AND DUMP TRUCK

Scott,

The quotes we discussed are attached. Please review and advise any questions.

Thank you. Rob

ROBERT S. GREEN

ROBERT GREEN AUTO & TRUCK INC.

PO BOX 8002

ROCK HILL, NY 12775

845 794-0300 XT.108

**Yonkers Parking Authority
Regular Board Meeting of November 30, 2021**

Resolution No. 2021-17: Approve Purchase of Replacement Vinyl Cutting System for Sign Making Operations

Moved:

Second:

Vote:

Yea:

Nay:

Abstain:

Absent:

WHEREAS, there is need to replace the vinyl cutting system which is well over twenty years old within the sign making section of the Meter shop to increase efficiency and enhance ongoing operations, and;

WHEREAS the Authority has received a proposal, copy attached, for a new vinyl cutting system including installation and configuration with the Meter shop computer environment for six thousand eight hundred dollars (\$6,800.00), and;

NOW, THEREFORE, be it resolved, that Authority staff be authorized to purchase the aforesaid vinyl cutting system at an approximate cost of six thousand eight hundred dollars (\$6,800); including but not limited to delivery charges as applicable.

CREATIVE VISUAL SYSTEMS INC.

189 MEISTER AVENUE

BRANCBURG, NJ 08876

TEL. (732) 564-9070 FAX (732) 564-9075

October 21, 2021

CITY OF YONKERS

Parking Authority

8 BUENA VISTA AVENUE

YONKERS NY 10701

Mr. SCOTT CABOT Tel: (914) 965-2467

Dear Scott,

Please, find below a proposal for the new vinyl cutting system as discussed.

<u>Description</u>	<u>Price</u>
1- Mutoh VC2-1300 , 52" Plotter with Stand, Media basket 2-year Warranty	\$ 6,800
1- Shipping	Included
1 - Setting Up and Configuring with shop PC environment	<u>Included</u>
Total: \$ 6,800.00	

Scott, again, I thank you for the opportunity. Please do not hesitate to call me should you need additional information at **(917) 574-2086**.

**Yonkers Parking Authority
Regular Board Meeting of November 30, 2021**

Resolution No. 2021-18: Approve Parking Permit Increase; Effective: January 01, 2022

Moved:

Second:

Vote:

Yea:

Nay:

Abstain:

Absent:

WHEREAS, due to increasing operational costs, the Yonkers Parking Authority must generate sufficient income to finance and support its parking operations, and;

WHEREAS, effective January 01, 2022, the proposed parking permit increase is five (\$5.00) dollars across the board for all parking lots and parking garages. Future parking permit increases will reflect the rate of inflation, and;

NOW THEREFORE, BE IT RESOLVED that the Yonkers Parking Authority board affirms and authorizes the proposed five (\$5.00) dollar parking permit increase for all parking lots and parking garages, effective January 01, 2022.

**Yonkers Parking Authority
Regular Board Meeting of November 30, 2021**

Resolution No. 2021–19: Approve Renewal of License Agreement by and between the Yonkers Parking Authority & Zuppa Restaurant for Valet Parking at the Buena Vista Garage (BVG); January 01, 2022– December 31, 2022

Moved:

Second:

Vote:

Yea:

Nay:

Abstain:

Absent:

WHEREAS, the purpose of the Yonkers Parking Authority (“Licensor”) is to provide parking services, and;

WHEREAS, the Zuppa Restaurant (“Licensee”) located at 59–61 Main Street, Yonkers, New York desires to renew the license agreement currently in effect, which is incorporated by reference, with the Yonkers Parking Authority for valet parking access, within the municipal parking facility known as the Buena Vista Garage located on Buena Vista Avenue at Hudson Street, Yonkers, New York; and,

WHEREAS, the Yonkers Parking Authority hereby provides to Zuppa Restaurant valet parking access within the municipal parking facility known as the Buena Vista Garage, located on Buena Vista Ave at Hudson Street, Yonkers, New York 10701; and,

WHEREAS, The fee for the permission granted to Licensee pursuant to this License shall be as follows: One thousand and Seventy One Dollars (\$1,071.00) per month for the months of May 2020 through October 2022; Five hundred and Thirty Six dollars (\$536.00) per month for the months of January, February, March, April, November and December 2022.

WHEREAS, the terms of the proposed agreement shall be in effect for the period commencing January 01, 2022 and ending on December 31, 2022; and,

NOW, THEREFORE, BE IT RESOLVED, that the Yonkers Parking Authority board hereby approves, and affirms, the License Agreement executed with Zuppa Restaurant under the terms and provisions of the License Agreement that will be effective for the period commencing January 01, 2022 and ending on December 31, 2022.

LICENSE AGREEMENT

This agreement made this _____ day of _____ 2019, by and between the City of Yonkers Parking Authority (as “Licensor”) a New York public benefit corporation organized and existing under the laws of the State of New York having an address of 8 Buena Vista Avenue, Yonkers, New York, and Zuppa Restaurant, having its principal place of business at 59– 61 Main Street, Yonkers, New York, (as “Licensee”).

WITNESSETH:

WHEREAS, the Yonkers Parking Authority (“YPA”) operates the parking facility known as the Buena Vista Garage (alternatively referred to herein as the “Premises”), located at 8 Buena Vista Avenue, Yonkers, New York pursuant to an Agreement between the City of Yonkers and the YPA,

WHEREAS, the Yonkers Parking Authority desires to permit Zuppa Restaurant (“Licensee”), located at 59–61 Main Street, Yonkers, New York to use the parking facilities at the Buena Vista Garage for valet parking, subject to certain conditions provided herein,

WHEREAS, Licensee desires to use available parking spaces at the Buena Vista Garage, for a monthly fee as set forth below, to park passenger motor vehicles, on all days when Licensee’s restaurant is open for business, for the benefit of Licensee’s patrons and employees; and now, therefore:

1. The Yonkers Parking Authority, for due and valuable consideration, as hereinafter set forth and upon the terms, conditions and covenants herein contained, hereby grants unto Licensee, and Licensee accepts, permission to use available parking spaces at the Buena Vista Garage, for a monthly fee as set forth below, on days when Licensee’s restaurant is open for business, for parking of passenger motor vehicles for its patrons and employees. Notwithstanding anything contained herein to the contrary, such parking may only be permitted as set forth herein by those passenger motor vehicles displaying a “Zuppa Restaurant” identification card on the dashboard of said vehicles. Such identification card shall be uniform in nature and color and shall be subject to YPA’s approval. In addition, the parties acknowledge that all parking pursuant to this Agreement shall be performed only by personnel employed by Licensee’s subcontractor(s) as part of a valet parking service it is offering to its patrons of its restaurant.

2. The term of this lease is for the period beginning on January 01, 2022 (“Commencement Date”), and ending on December 31, 2022.

3. The fee for the permission granted to Licensee pursuant to this License shall be as follows: One thousand and Seventy One Dollars (\$1,071.00) per month for the months of May 2020 through October 2022; Five hundred and Thirty Six dollars (\$536.00) per month for the months of January, February, March, April, November and December 2022.

Licensee agrees to pay the Yonkers Parking Authority said amounts monthly and in advance at the offices of the Yonkers Parking Authority located at 8 Buena Vista Avenue, Yonkers, New York

10701 beginning on the Commencement Date and on the first day of the month thereafter during the term of the Lease. A late fee of five (5%) percent will be imposed on rents received after the fifth of each month for each respective month that is in arrears.

4. The premises are to be used only for parking of passenger motor vehicles and as ingress and egress to such parking areas by the valet parking staff of Licensee or its parking subcontractor for the benefit of the patrons of Licensee while said patrons and employees are in attendance at the Licensee's restaurant and for no other purpose without first obtaining express written permission from the Yonkers Parking Authority.

5. Licensee, or its agents, shall not use on street parking spaces for its valet parking services.

6. Trucks or commercial vehicles shall not be parked on or within the premises and no storage of any kind shall be allowed on the premises.

7. The Yonkers Parking Authority and Licensee shall at all times refrain from obstructing access to the premises.

8. Licensee shall not make any alterations, additions or improvements in, to, or about the premises.

9. Licensee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting its particular use of the Premises, and save the City of Yonkers ("City") and the Yonkers Parking Authority harmless from any expense or damage resulting from its failure to do so.

10. The Licensee covenants at all times to defend, indemnify and hold harmless the City of Yonkers, and the Yonkers Parking Authority and its respective officers, agents, and employees from all loss, liability, expense, cost or damages that may occur or be claimed with respect to any person or property on, in or about the premises or to the premises themselves resulting from acts done, or omission by or through the Licensee, its agents, employees, invitees or any person on the premises by reason of the Licensee's use of the premises and any and all loss, cost, liability or expense resulting therefrom.

11. Insurance. Licensee shall, simultaneously upon the execution of this License and as a condition precedent to this License, deliver to Licensor a certificate of insurance in form and content in accordance with the requirements of Exhibit A attached hereto. Throughout the Term, Licensee shall comply with the requirements of Exhibit A.

12. Any failure of the Yonkers Parking Authority to insist upon the strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any subsequent breach or default in the terms, covenants and conditions contained herein. This License may not be changed, modified, discharged or terminated orally.

13. This License represents the entire agreement between the parties herein, and no modification of this License shall be binding upon the parties unless evidenced by an agreement in writing signed by the Yonkers Parking Authority and the Licensee after the date hereof.

Zuppa Restaurant License Agreement

Use of Buena Vista Garage (BVG) for Valet Parking (January 01, 2022 – December 31, 2022)

14. All notices, consents, approvals, demands and requests which are required or desired to be given by either party to the other hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested with postage prepaid.

15. All notices, consents, approvals, demands and requests sent to Licensee and to the Yonkers Parking Authority shall be sent to same at the following addresses:

If to Licensee: Zuppa Restaurant
59-61 Main Street
Yonkers, New York 10701

If to YPA: Yonkers Parking Authority
8 Buena Vista Avenue
Yonkers, New York 10701
Attn: Chairperson, YPA Board

copy to: Corporation Counsel
City Hall, Room 300
Yonkers, New York 10701

All notices, consents, approvals, demands and requests sent to the parties shall be sent to the above addresses or at such other place as the parties shall, from time to time, designate in writing.

16. The Yonkers Parking Authority shall not be obligated to make any repairs, alterations, improvements or additions, to the premises during the term of this License.

17. Submission by the Yonkers Parking Authority of the within License for execution by Licensee shall confer no rights on either party unless and until both parties shall have executed this License and duplicate originals thereof have been delivered to the respective parties.

18. This License is terminable at any time by the Yonkers Parking Authority for any reason or no reason, upon ten (10) days' notice to Licensee. Should Licensee continue to use the premises with the consent of the Yonkers Parking Authority after the expiration; or revocation or earlier termination of the License; then such use shall be from month-to-month and such month-to-month use shall be under the same terms, covenants, and conditions as set forth in this License.

19. This Agreement will be construed in accordance with the laws of the State of New York, whose courts have sole jurisdiction over its interpretation.

IN WITNESS WHEREOF, the parties have executed this Lease at Yonkers, New York, the date and year above written.

Yonkers Parking Authority

Zuppa Restaurant License Agreement

Use of Buena Vista Garage (BVG) for Valet Parking (January 01, 2022 – December 31, 2022)

**8 Buena Vista Avenue
Yonkers, New York 10701**

**By: _____
Gail M. Burns, Executive Director**

**Zuppa Restaurant
59–61 Main Street
Yonkers, New York 10701**

**By: _____
Print Name and title**

Exhibit A

- (a) Licensee shall provide C-ommercial general liability insurance to afford protection initially in an amount of not less than three million and 00/100 (\$3,000,000.00) dollars combined single limit of liability for bodily injury, death and property damage arising out of any one occurrence, under an occurrence-basis policy, against any and all claims for personal injury, death or property damage occurring in connection with the terms of the License. There shall be added to or included within said commercial general liability insurance, all other coverages as may be usual to Licensee's use in connection with the Premises and the licensed use, including, without limitation, independent contractor's liability, broad form property damage liability and blanket contractual liability; and as otherwise required pursuant to the License Agreement, dated October 01, 2018.
- (b) Licensee shall provide Worker's compensation and employer's liability as required by law;
- (c) Licensee shall provide New York State disability benefits liability as required by law;
- (d) Such insurance shall be written by insurance companies licensed to do business in the State of New York, authorized to issue such insurance policies and having a rating of no less than "A" in the most current edition of Best's Key Rating Guide. Any such policy will name Licensor as an additional insured. The original insurance policies and duly executed, appropriate certificates shall be deposited with Licensor within 60 (sixty) days of the execution of this agreement, together with all renewals, replacements and endorsements. Licensee shall have the right to insure and maintain such insurance under blanket insurance policies covering other premises used or operated by Licensee so long as such blanket policies are aggregated so that at all times there is adequate insurance attributable to the parking lot so as to comply with the insurance provisions set forth herein;
- (e) There shall be maintained deductibles in such amounts as Licensee shall reasonably determine but in no event in excess of ten thousand and 00/100 (\$10,000.00) dollars with respect to a liability insurance policy; and
- (f) Each policy required to be provided hereunder (and each certificate of insurance issued with respect thereto) shall contain endorsements by the insurer, without disclaimers, that the policies will not be cancelled, materially changed, amended, reduced or non-renewed without at least thirty (30) days prior notice to Licensor and that the act or omission of any insured will not invalidate the policy as to any other insured.

**Yonkers Parking Authority
Regular Board Meeting of November 30, 2021**

Resolution No. 2021–20: Approve Renewal of License Agreement by and between the Yonkers Parking Authority & WSH Group LLC d/b/a Dolphin Restaurant (“Licensee”) for Valet Parking at the Buena Vista Garage (BVG); January 01, 2022– December 31, 2022

Moved:

Second:

Vote:

Yea:

Nay:

Abstain:

Absent:

WHEREAS, the purpose of the Yonkers Parking Authority (“Licensor”) is to provide parking services, and;

WHEREAS, the WSH Group LLC d/b/a/Dolphin Restaurant (“Licensee”) located at 1 Van Der Donck Street, Yonkers, New York desires to renew the license agreement currently in effect, which is incorporated by reference, with the Yonkers Parking Authority for valet parking access, within the municipal parking facility known as the Buena Vista Garage located on Buena Vista Avenue at Hudson Street, Yonkers, New York; and,

WHEREAS, the Yonkers Parking Authority hereby provides to WSH Group LLC d/b/a Dolphin Restaurant valet parking access within the municipal parking facility known as the Buena Vista Garage, located on Buena Vista Ave at Hudson Street, Yonkers, New York 10701; and,

WHEREAS, The fee for the permission granted to Licensee pursuant to this License shall be One Thousand Ninty Two dollars and Sixty cents (\$1,092.60) per month for the months of May through October 2022 and Five Hundred Forty Six dollars and Thirty Cents (\$541.30) per month for the months of January, February, March, April, November and December 2022.

WHEREAS, the terms of the proposed agreement shall be in effect for the period commencing January 01, 2022 and ending on December 31, 2022; and,

NOW, THEREFORE, BE IT RESOLVED, that the Yonkers Parking Authority board hereby approves, and affirms, the License Agreement executed with WSH Group LLC d/b/a Dolphin Restaurant under the terms and provisions of the License Agreement that will be effective for the period commencing January 01, 2022 and ending on December 31, 2022.

LICENSE AGREEMENT

This agreement made this day of 2019, by and between the City of Yonkers Parking Authority (as "Licensor") a New York public benefit corporation organized and existing under the laws of the State of New York having an address of 8 Buena Vista Avenue, Yonkers, New York, and WSH Group LLC d/b/a Dolphin Restaurant, having its principal place of business at 1 van der Donck Street, Yonkers, New York, (as "Licensee").

WITNESSETH:

WHEREAS, the Yonkers Parking Authority ("YPA") operates the parking facility known as the Buena Vista Garage (alternatively referred to herein as the "Premises"), located at 8 Buena Vista Avenue, Yonkers, New York pursuant to an Agreement between the City of Yonkers and the YPA,

WHEREAS, the Yonkers Parking Authority desires to permit WSH Group LLC d/b/a Dolphin Restaurant ("Licensee") to use the parking facilities at the Buena Vista Garage for valet parking, subject to certain conditions provided herein,

WHEREAS, Licensee desires to use available parking spaces at the Buena Vista Garage, for a monthly fee as set forth below, to park passenger motor vehicles, on all days when Licensee's restaurant is open for business, for the benefit of Licensee's patrons and employees; and now, therefore:

1. The Yonkers Parking Authority, for due and valuable consideration as hereinafter set forth and upon the terms, conditions and covenants herein contained, hereby grants unto Licensee, and Licensee accepts, permission to use available parking spaces at the Buena Vista Garage, for a monthly fee as set forth below, on days when Licensee's restaurant is open for business, for parking of passenger motor vehicles for its patrons and employees. Notwithstanding anything contained herein to the contrary, such parking may only be permitted as set forth herein by those passenger motor vehicles displaying a "Dolphin Restaurant" identification card on the dashboard of said vehicles. Such identification card shall be uniform in nature and color and shall be subject to YPA's approval. In addition, the parties acknowledge

that all parking pursuant to this Agreement shall be performed only by personnel employed by Licensee's subcontractor(s) as part of a valet parking service it is offering to its patrons of its restaurant.

2. The term of this lease is for the period commencing January 01, 2022 ("Commencement Date"), and ending on December 31, 2022.

3. The fee for the permission granted to Licensee pursuant to this License shall be One Thousand Ninty Two dollars and Sixty cents (\$1,092.60) per month for the months of May through October 2022 and Five Hundred Forty Six dollars and Thirty Cents (\$541.30) per month for the months of January, February, March, April, November and December 2022. Licensee agrees to pay the Yonkers Parking Authority said amounts monthly and in advance at the offices of the Yonkers Parking Authority, 8 Buena Vista Avenue, Yonkers, New York 10701 beginning on the Commencement Date and on the first day of the month thereafter during the term of the Lease. A late fee of five (5%) percent will be imposed on rents received after the fifth of each month for each respective month that is in arrears.

4. The premises are to be used only for parking of passenger motor vehicles and as ingress and egress to such parking areas by the valet parking staff of Licensee or its parking subcontractor for the benefit of the patrons of Licensee while said patrons and employees are in attendance at the Licensee's restaurant and for no other purpose without first obtaining express written permission from the Yonkers Parking Authority.

5. Licensee, or its agents, shall not use on street parking spaces for its valet parking services.

6. Trucks or commercial vehicles shall not be parked on or within the premises and no storage of any kind shall be allowed on the premises.

7. The Yonkers Parking Authority and Licensee shall at all times refrain from obstructing access to the premises.

8. Licensee shall not make any alterations, additions or improvements in, to, or about the premises.
9. Licensee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting its particular use of the Premises, and save the City of Yonkers (“City”) and the Yonkers Parking Authority harmless from any expense or damage resulting from its failure to do so.
10. The Licensee covenants at all times to defend, indemnify and hold harmless the City of Yonkers, and the Yonkers Parking Authority and its respective officers, agents, and employees from all loss, liability, expense, cost or damages that may occur or be claimed with respect to any person or property on, in or about the premises or to the premises themselves resulting from acts done, or omission by or through the Licensee, its agents, employees, invitees or any person on the premises by reason of the Licensee’s use of the premises and any and all loss, cost, liability or expense resulting therefrom.
11. Insurance. Licensee shall, simultaneously upon the execution of this License and as a condition precedent to this License, deliver to Licensor a certificate of insurance in form and content in accordance with the requirements of Exhibit A attached hereto. Throughout the Term, Licensee shall comply with the requirements of Exhibit A.
12. Any failure of the Yonkers Parking Authority to insist upon the strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any subsequent breach or default in the terms, covenants and conditions contained herein. This License may not be changed, modified, discharged or terminated orally.
13. This License represents the entire agreement between the parties herein, and no modification of this License shall be binding upon the parties unless evidenced by an agreement in writing signed by the Yonkers Parking Authority and the Licensee after the date hereof.

14. All notices, consents, approvals, demands and requests which are required or desired to be given by either party to the other hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested with postage prepaid.

15. All notices, consents, approvals, demands and requests sent to Licensee and to the Yonkers Parking Authority shall be sent to same at the following addresses:

If to Licensee: WSH Group LLC d/b/a Dolphin Restaurant
1 van der Donck Street
Yonkers, New York 10701

If to YPA:	Yonkers Parking Authority	copy to: Corporation Counsel
	8 Buena Vista Avenue	City Hall, Room 300
	Yonkers, New York 10701	Yonkers, New York 10701
	Attn: Chairperson, YPA Board	

All notices, consents, approvals, demands and requests sent to the parties shall be sent to the above addresses or at such other place as the parties shall, from time to time, designate in writing.

16. The Yonkers Parking Authority shall not be obligated to make any repairs, alterations, improvements or additions, to the premises during the term of this License.

17. Submission by the Yonkers Parking Authority of the within License for execution by Licensee shall confer no rights on either party unless and until both parties shall have executed this License and duplicate originals thereof have been delivered to the respective parties.

18. This License is terminable at any time by the Yonkers Parking Authority for any reason or no reason, upon ten (10) days' notice to Licensee. Should Licensee continue to use the premises with the consent of the Yonkers Parking Authority after the expiration; or revocation or earlier

termination of the License; then such use shall be from month-to-month and such month-to-month use shall be under the same terms, covenants, and conditions as set forth in this License.

19. This Agreement will be construed in accordance with the laws of the State of New York, whose courts have sole jurisdiction over its interpretation.

IN WITNESS WHEREOF, the parties have executed this Lease at Yonkers, New York, the date and year above written.

Yonkers Parking Authority

By: _____
Gail M. Burns, Executive Director

WSH Group LLC
d/b/a Dolphin Restaurant

By: _____
Print Name and title

Exhibit A

- (a) Commercial general liability insurance to afford protection initially in an amount of not less than three million and 00/100 (\$3,000,000.00) dollars combined single limit of liability for bodily injury, death and property damage arising out of any one occurrence, under an occurrence-basis policy, against any and all claims for personal injury, death or property damage occurring in connection with the terms of the License. There shall be added to or included within said commercial general liability insurance, all other coverages as may be usual to Licensee's use in connection with the Premises and the licensed use, including, without limitation, independent contractor's liability, broad form property damage liability and blanket contractual liability; and as otherwise required pursuant to the License Agreement, dated June 01, 2018.
- (b) Worker's compensation and employer's liability as required by law;
- (c) New York State disability benefits liability as required by law;
- (d) Such insurance shall be written by insurance companies licensed to do business in the State of New York, authorized to issue such insurance policies and having a rating of no less than "A" in the most current edition of Best's Key Rating Guide. Any such policy will name Licensor as an additional insured. The original insurance policies and duly executed, appropriate certificates shall be deposited with Licensor within 60 (sixty) days of the execution of this agreement, together with all renewals, replacements and endorsements. Licensee shall have the right to insure and maintain such insurance under blanket insurance policies covering other premises used or operated by Licensee so long as such blanket policies are aggregated so that at all times there is adequate insurance attributable to the parking lot so as to comply with the insurance provisions set forth herein;
- (e) There shall be maintained deductibles in such amounts as Licensee shall reasonably determine but in no event in excess of ten thousand and 00/100 (\$10,000.00) dollars with respect to a liability insurance policy; and
- (f) Each policy required to be provided hereunder (and each certificate of insurance issued with respect thereto) shall contain endorsements by the insurer, without disclaimers, that the policies will not be cancelled, materially changed, amended, reduced or non-renewed without at least thirty (30) days prior notice to Licensor and that the act or omission of any insured will not invalidate the policy as to any other insured.

**Yonkers Parking Authority
Regular Board Meeting of November 30, 2021**

Resolution No. 2021–21: Approve Renewal of License Agreement by and between the Yonkers Parking Authority & St. John’s Riverside Hospital for the lease of the Parkadrome Parking Facility from January 01, 2022– December 31, 2022

Moved:

Second:

Vote:

Yea:

Nay:

Abstain:

Absent:

WHEREAS, the purpose of the Yonkers Parking Authority (“Licensor”) is to provide parking services, and;

WHEREAS, Lessee hereby leases from Lessor the premises situated in the city of Yonkers, County of Westchester, State of New York, known as the Parkadrome Parking Garage located at 130-144 Ashburton Avenue, further designated as 2041, Lots 25 on the official tax map of the City of Yonkers upon the following TERMS and CONDITIONS:

- 1. Term. The term shall be January 1, 2022 through and terminating on December 31, 2022. The annual rental of this lease shall be: (1) One Hundred Thirty Four Thousand Eight Hundred One and Fifty Three Cents (\$134,801.53), payable in equal installments of Eleven Thousand Two Hundred Thirty Three and Forty Six Cents (\$11,233.46) on the first day of each month for the months of January 2022 through December 2022, representing a 2.5% increase over the previous lease term. All lease payments hereunder shall be made to Lessor, at the address specified above. A 5% fee shall be imposed on any payments made more than ten (10) calendar days past the first day of each month.**

WHEREAS, the Yonkers Parking Authority hereby provides the use of the entire garage parking facility known as the Parkadrome at Ashburton Avenue, Yonkers, New York 10701; and,

WHEREAS, the terms of the proposed agreement shall be in effect for the period commencing January 01, 2022 and ending on December 31, 2022; and,

NOW, THEREFORE, BE IT RESOLVED, that the Yonkers Parking Authority board hereby approves, and affirms, the License Agreement executed with St. Johns Riverside Hospital under the terms and provisions of the License Agreement that will be effective for the period commencing January 01, 2022 and ending on December 31, 2022.

COMMERCIAL LEASE

This lease is made between the Yonkers Parking Authority, herein called the “Lessor,” located at 8 Buena Vista Avenue, Yonkers, NY 10701, and St. John’s Riverside Hospital, herein called “Lessee,” located at 967 North Broadway, Yonkers, NY 10701.

Lessee hereby leases from Lessor the premises situated in the city of Yonkers, County of Westchester, State of New York, known as the Parkadrome Parking Garage located at 130-144 Ashburton Avenue, further designated as 2041, Lots 25 on the official tax map of the City of Yonkers upon the following TERMS and CONDITIONS:

1. Term. The term shall be January 1, 2022 through and terminating on December 31, 2022. The annual rental of this lease shall be: (1) One Hundred Thirty Four Thousand Eight Hundred One and Fifty Three Cents (\$134,801.53), payable in equal installments of Eleven Thousand Two Hundred Thirty Three and Forty Six Cents (\$11,233.46) on the first day of each month for the months of January 2022 through December 2022, representing a 2.5% increase over the previous lease term. All lease payments hereunder shall be made to Lessor, at the address specified above. A 5% fee shall be imposed on any payments made more than ten (10) calendar days past the first day of each month.
2. Use. Lessee shall use and occupy and operate the premises as a parking facility for its employees; with Lessee having full control of the day-to-day operations of the facility subject to the provisions and conditions contained in this lease. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose; except as noted in Section 6 below.
3. Care and Maintenance of Premises.
 - a) Lessee shall maintain the premises in good and clean condition;
 - b) Lessee shall make minor repairs to the premises as needed, including glass, electrical, plumbing and heating systems, with “minor” meaning with a cost of less than \$1000. Lessee may notify Lessor of any condition it deems to need repair or repairs costing \$1000 or greater;
 - c) Lessor shall be responsible for the replacement and repairs as needed of glass, electrical, plumbing and heating systems; for maintaining good general structural condition of the premises; and for any repair costing \$1000 or greater;
 - d) Notwithstanding the above, Lessee shall maintain office rooms and restroom area functional.
 - e) Notwithstanding the above, Lessor shall repair and/or replace as needed light fixtures, repair or replace the concrete stairs and metal lips, where needed, and

- two (2) exterior doors so that they close properly, the lock sets and locks of the doors and the exterior public sidewalks.
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
 5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
 6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises; except to the City of Yonkers. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
 7. **Utilities.** Lessee shall pay all Electric charges as they become due; The utility charges incurred through the New York Power Authority will be billed by YPA to the Lessee monthly effective January 2017. The lessee will also be responsible for sewer, water, gas, electricity, and telephone services.
 8. **The Lessee's operating obligations and responsibilities under this lease include without limitation the following:**
 - a) Lessee at all times is responsible for providing sufficient security for the parking facility subject to Lessor's approval;
 - b) The parking facility will at all times be kept clean, and lessee is responsible for removal of all debris and snow removal;
 - c) Lessee's signs and traffic control are subject to Lessor's approval;
 - d) Lessor retains the right to patrol the parking facility and to assure compliance with parking regulations, or can designate Lessee to do so;
 - e) Any regulations instituted by Lessee for parking must be consistent with the general policies of Lessor, as the same may be modified from time to time throughout the demised term;
 - f) The facility will at all times be supervised and staffed by competent uniformed personnel in sufficient numbers as may be required from time to time;
 - g) Lessee shall, at Lessee's sole expense, provide or cause to be provided all the necessary materials in connection with the operation of the facility as a parking facility, such as tickets, receipts and other means of identification of vehicles;
 - h) It is specifically understood that lessee will not wash, vehicles in any part of the premises;
 - i) Lessee agrees that Lessor shall have right to prohibit the continued use by lessee of any unethical or unfair method of business operation, advertising or interior or exterior display, upon notice from Lessor, the lessee shall forthwith refrain from or discontinue such activities; and
 - j) Lessor reserves the right to impose any other reasonable rules and/or regulations with respect to the operation of the facility as may be required by law.
 9. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at all times, for the purposes of inspecting the same.
 10. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessee shall not be liable for any rent until possession is

delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the term hereof.

11. **Insurance.** Throughout the term of this lease, the lessee shall, at Lessee's expense, obtain and maintain in force a policy of commercial general liability insurance in the name of Lessee as insured but naming the City of Yonkers, and the Yonkers Parking Authority as additional insured parties. Such insurance shall be written on an occurrence basis with combined single limits for any one injury, including death, and for property damage of not less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate. The policy shall also include an endorsement providing that the policy cannot be cancelled or allowed to lapse without thirty (30) days prior written notice being provided to the Lessor. The policy shall be issued by the company authorized to transact business in New York and Licensee shall not have the right to access or use of the Premises until a full copy of such policy has been provided to, and approved of by the Lessor.
12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. Lessor shall inform lessee of any proceedings of such eminent domain as soon as practicable after Lessor becomes aware of same. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for and period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.
13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. Any event that makes ingress and egress impossible will be deemed a partial destruction. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within Thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such thirty days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor,

but Lessee shall remain liable as herein after provided. If this lease shall have been so terminated by Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

- 15. Notice. Any notice which either party may, or is required to give, shall be given by mail, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
- 16. Subordination. Lessor represents that there are presently no mortgages or other security interests held by third parties that allow for the removal and/or disturbance of Lessee from the subject premises. Lessor represents and warrants that it will use its best efforts from the date of this Lease and going forward to protect Lessee's leasehold and occupancy from being subject to removal and/or disturbance pursuant to any future mortgages or security interest that may be given by Landlord to third parties.
- 17. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties.

Signed this ___ day of _____, 20__

Yonkers Parking Authority:
Agreed: _____

Print Name: _____

Title: _____

St. John's Riverside Hospital
Agreed: _____

Print Name: _____

Title: _____

Yonkers Parking Authority
Regular Board Meeting of November 30, 2021

Resolution No. 2021–22 Approve Renewal of License Agreement by and between the Yonkers Parking Authority & Bank of America for the lease of the 5 spots and easement in the Walsh Lot Parking Facility on Palisade Avenue, Yonkers NY from January 01, 2022– December 31, 2022

Moved:

Second:

Vote:

Yea:

Nay:

Abstain:

Absent:

WHEREAS, the purpose of the Yonkers Parking Authority (“Licensor”) is to provide parking services, and;

WHEREAS, The Licensor hereby licenses to the Licensee the use of a total of five (5) spaces, which shall consist of three (3) parking spaces to be used as a right of way for customer access to Licensee’s parking servicing the Greystone Banking Center, located at 176 Roberts Avenue Yonkers, NY (the “Parking Spaces”), and two (2) spaces to be used to contain a sign advertisement for Licensee’s banking services (the “Advertisement Spaces”). The Parking Spaces and the Advertisement Spaces are hereinafter collectively referred to as the “Licensed Spaces”. The Licensed Spaces are located in a designated area (Exhibit A attached hereto), within the Yonkers Parking Authority lot known as the Walsh Lot Parking facility located at Palisade Avenue and Roberts Avenue, Yonkers, New York.

WHEREAS, The License Fee for the five (5) Licensed Spaces shall be as follows:

Licensed Spaces: As set forth in the chart below, payable monthly, each and every month in advance, throughout the License Term, with annual increases of two (2%) percent to be paid as follows:

Resolution No. 2021-22

Licensed Spaces: Continued

Period	Current Annual Fee	Two (2%) Percent Increase	New Annual Fee	Monthly Installment
02/01/2022 – 12/31/2022	8,174.43	163.49	8,337.48	694.79
01/01/2023 – 12/31/2023	8,337.97	166.75	8,504.72	708.72
01/01/2024 – 12/31/2024	8,504.72	170.09	8,674.81	722.90
01/01/2025 – 12/31/2025	8,674.81	176.96	8,851.77	737.65
01/01/2026 – 12/31/2026	8,851.77	177.03	9,028.80	767.40

WHEREAS, the terms of the proposed agreement shall be in effect for the period commencing January 01, 2022 and ending on December 31, 2022; and,

NOW, THEREFORE, BE IT RESOLVED, that the Yonkers Parking Authority board hereby approves, and affirms, the License Agreement executed with Bank of America under the terms and provisions of the License Agreement that will be effective for the period commencing January 01, 2022 and ending on December 31, 2022.

License Agreement

This License Agreement (the "License Agreement") is made this _____ day of _____, 2017~~2~~ (the "Effective Date"), by and between the City of Yonkers Parking Authority, located at 8 Buena Vista Avenue, Yonkers, New York -10701, hereinafter referred to as "Licensor", and Bank of America, National Association, a national banking association, with its principle place of business located at 13850 Ballantyne Corporate Place, NC2-150-03-06, Charlotte, NC 28277 Attn: Lease Administration hereinafter referred to as "Licensee".

WHEREAS, Licensor and Licensee predecessor in interest, entered into a Lease for the Licensed Spaces (as defined below) dated , 2021, (the "Existing Lease"); and

WHEREAS, Licensor and Licensee intend that on the Effective Date of this License Agreement, this License Agreement shall supersede and replace the Existing Lease in its entirety, and the Existing Lease shall automatically terminate without the need for further documentation and be of no further force or effect, except that any monetary obligations of Licensee accruing through the Effective Date shall carry forward.

—NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. The Licensor hereby licenses to the Licensee the use of a total of five (5) spaces, which shall consist of three (3) parking spaces to be used as a right of way for customer access to Licensee's parking servicing the Greystone Banking Center, located at 176 Roberts Avenue Yonkers, NY (the "Parking Spaces"), and two (2) spaces to be used to contain a sign advertisement for Licensee's banking services (the "Advertisement Spaces"). The Parking Spaces and the Advertisement Spaces are hereinafter collectively referred to as the "Licensed Spaces". The Licensed Spaces are located in a designated area (Exhibit A attached hereto), within the Yonkers Parking Authority lot known as the Walsh Lot Parking Facility located at Palisade Avenue and Roberts Avenue, Yonkers, New York.

2. The term of this License Agreement shall be for a period of five (5) years, commencing January 1, 2022 and terminating ~~December~~ January 31, 2026~~7~~ (the "License Term").

3. Licensor and Licensee acknowledge that Licensee is currently in possession of the Licensed Spaces and Licensee accepts the Licensed Spaces in its "as is" condition and expressly assumes, for itself, and its employees, its contractors and subcontractors and their employees, its agents and their employees, any and all risks arising out of or in connection with the use of the Licensed Spaces, except for those arising out of Licensor's negligence, willful misconduct or breach of the covenants of this License Agreement.

4. The License Fee for the five (5) Licensed Spaces shall be as follows:

Formatted: Font: 11 pt

Formatted: Left

Formatted: Left: 1", Right: 1"

Formatted: Indent: First line: 0"

Formatted: Indent: First line: 0"

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Font: 12 pt

Bank of America Easement onto Walsh Lot, effective: January 2022-December 2026

Licensed Spaces:—As set forth in the chart below, payable monthly, each and every month in advance, throughout the License Term, with annual increases of two percent (2%) percent to be paid as follows:

Period	Two (2%)		New Annual Fee	Monthly Installment
	Current Annual Fee	Percent Increase		
02/01/2022 – 12/31/2022	8,174.43	163.49	8,337.48	694.79
01/01/2023 – 12/31/2023	8,337.97	166.75	8,504.72	708.72
01/01/2024 – 12/31/2024	8,504.72	170.09	8,674.81	722.90
01/01/2025 – 12/31/2025	8,674.81	176.96	8,851.77	737.65
01/01/2026 – 12/31/2026	8,851.77	177.03	9,028.80	767.40

5. During the License Term, and any renewals or extensions thereof, Licensee shall have the right to make all payments to Licensor under the License Agreement via ACH (Automated Clearing House).- Licensor agrees to cooperate with Licensee to complete all necessary forms in order to accomplish such method of payment, within thirty (30) days of Licensee's written request.- Licensee shall have the right from time to time during the License Term, and any renewals or extensions thereof, to change its method of payment upon not less than 30 days prior written notice to Licensor. Licensor agrees that any late payment of the amounts owed to Licensor due to the transitioning to ACH payments shall not be considered a default or breach of the License.-

6. Licensor, at its sole cost and expense, shall maintain, service, and clean the Licensed Spaces so as to keep the same in as good condition, appearance and working order, except as to reasonable wear and tear, as when delivered to the Licensee.

7. In the event that either party believes that the other has breached any obligations pursuant to this License Agreement, or in the event that Licensor believes that Licensee exceeded the scope of this License Agreement, such party shall so notify the other party in writing. The breaching party shall have 30 days from the receipt of such notice to cure the alleged breach and notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30 day time period, the non-breaching party shall have the right to terminate this License Agreement without further notice.

In furtherance of the foregoing, Licensor reserves the right to terminate this License Agreement immediately upon the determination that the actions or performance of the Licensee will endanger the public health or safety.

Formatted: Font: 11 pt

Formatted: Left

Formatted: Font: 10 pt

Formatted Table

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font: Calibri, 9 pt, Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Font color: Black

Formatted: Indent: Left: 0"

Formatted: Justified

Formatted: Indent: First line: 0"

Formatted: Font: 12 pt

8. Throughout the License Term and any renewals or extensions thereof, Licensee shall have the right, without the advance written consent of Licensor, to make improvements to its existing signage to effect a change which is consistent with Licensee's corporate standard with respect to the name, logo or color displayed on its signage located at the Licensed Spaces, provided that the size, location and quantity of existing signage is not altered. All of Licensee's signs shall comply with all requirements of appropriate governmental authorities and all necessary permits or licenses shall be obtained by Licensee. Licensor shall cooperate with Licensee in obtaining all such required permits and licenses, if any. Licensee shall be responsible for all expenses associated with obtaining all necessary permits or licenses for Licensee's signs.

9. Licensor covenants that the Licensee, on paying said License Fee, shall and may peaceably and quietly have, hold, and enjoy the Licensed Spaces for the uses outlined in this License Agreement for the License Term.

10. Either party shall have the right for any reason to terminate this License Agreement by providing forty-five (45) days' prior written notice to the other.

11. The Licensee shall secure, deliver and keep in force comprehensive general liability insurance against claims arising out of the use herein granted, in limits for each occurrence of not less than one million dollars (\$1,000,000) for bodily injury and property damage. All such insurance shall be with companies of recognized responsibility, licensed to do business in the State of New York. Within 30 days of the execution of this Agreement, Licensee shall submit proof of insurance to Licensor and Licensor shall be named as an additional insured, on each policy.

Notwithstanding the foregoing, upon written notice to Licensor, Licensee shall have the right to self-insure, in whole or in part, any and all risks otherwise required by this License Agreement so long as Licensee's net worth is at least \$100,000,000.00.

12. Any notice, request, demand or other communication required to be given or made in connection with this License Agreement shall be in writing and delivered by hand delivery, evidenced by a signed, dated receipt, postage prepaid via certified mail, return receipt requested, or overnight delivery via a nationally recognized courier service, and shall be deemed given or made on the date the delivery receipt was signed by an employee of the Licensor and/or the Licensee, five (5) business days after it is mailed or two (2) business days after it is released to a courier service, as applicable. Notice to Licensor shall be delivered to the address set forth in the first paragraph of Page 1. Notice to Licensee shall be delivered to Bank of America, National Association, 13850 Ballantyne Corporate Place, NC2-150-03-06, Charlotte, NC 28277 Attn: Lease Administration. Licensor agrees to provide a courtesy copy to: Bank of America, National Association Real Estate Services, 100 Federal Street, NA5-100-M5-15, Boston, MA 02110 Attn: Joan Arria, Vice President. However, in no event shall failure to provide a courtesy copy be construed as a breach of the terms of this Agreement.

Formatted: Font: 11 pt

Formatted: Left

Formatted: Indent: First line: 0"

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Indent: First line: 0"

Formatted: Font: 12 pt

13.—Licensee covenants at all times to defend, indemnify, and hold harmless the City of Yonkers and Licensor and their respective officers, agents and employees, and contractors from and against any and all claims, demands, losses, damages, causes of action, including personal injury and/or death, costs, and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) directly arising or resulting from or in connection with any person or property on, in or about the Licensed Spaces or to the Licensed Spaces themselves resulting from any act done or omission by or through the Licensee, its agents, employees, invitees, or any person on the Licensed Spaces by reason of the Licensee's use of the designated areas. Nothing in this paragraph shall be construed as to indemnify licensor from its own negligence or will misconduct.

14.—Licensee shall not assign, transfer, encumber, license, or sublease the Licensed Spaces, or any part thereof, or any right or privilege connected therewith, without the written consent of Licensor, which shall not be unreasonably withheld, conditioned, or delayed, except licensee may assign, transfer, license, or sublease to its parent affiliate or subsidiary and which licensee shall provide written notice to licensor within 30 days.

15.—If there is a default or event of default by one party, the other party shall use reasonable commercial efforts to mitigate its damages.

16.—This License Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This License Agreement may only be modified or amended in writing, by a duly authorized representative of each party.

17.—The parties hereto agree to accept a digital image of this License Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

18.—The parties hereto represent that they have full right and authority to execute and perform its obligations under the License Agreement, and that such persons are duly authorized to execute this License Agreement on behalf of said party without further consent or approval by anyone. This License Agreement shall bind and benefit the parties and their respective heirs, legal representatives, successors and assigns, shall be governed by the laws of the State of New York and may be executed in counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

Bank of America Easement onto Walsh Lot, effective: January 2022-December 2026

Formatted: Font: 11 pt

Formatted: Left

Formatted: Justified

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date set forth on Page 1 hereof.

Formatted: Justified, Indent: First line: 0"

LICENSOR:

City of Yonkers Parking Authority
8 Buena Vista Avenue
Yonkers, New York -10701

By: _____
(Signature and Date) Gail M. Burns, Executive Director

(Print Name and Title)

LICENSEE:

Bank of America, National Association,
a national banking association

By: _____
(Signature and Date)

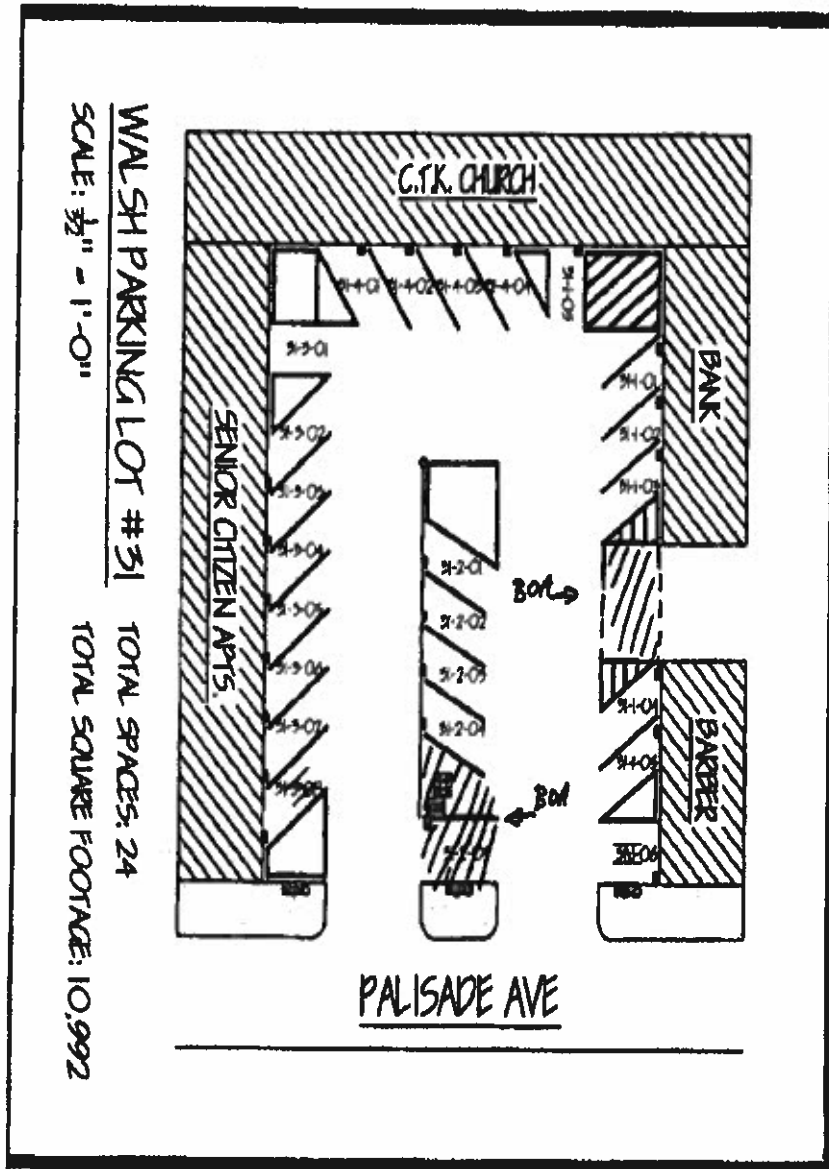
(Print Name and Title)

MH Property ID No.: NYW-235
MH Lease ID No.: PNYW2350000

Formatted: Font: 12 pt

Formatted: Font: 11 pt
Formatted: Left

EXHIBIT "A"
Depiction of Parking Spaces



Formatted: Font: 12 pt