

MOTION A

MOTION OF THE NEW HAVEN PARKING AUTHORITY APPROVING THE DEVELOPMENT AND LAND DISPOSITION AGREEMENT BY AND BETWEEN WE 101 COLLEGE STREET LLC, THE CITY OF NEW HAVEN AND THE NEW HAVEN PARKING AUTHORITY AS TO CERTAIN PROVISIONS APPLICABLE TO THE PARKING AUTHORITY ONLY AND THE APPROVAL OF THE PARKING AGREEMENT BY AND BETWEEN WE 101 COLLEGE STREET LLC, THE CITY OF NEW HAVEN (AS TO APPLICABLE TERMS) AND THE NEW HAVEN PARKING AUTHORITY.

Witness

Whereas, part of the development and undertaking of the Downtown Crossing project phases two and three WE 101 College Street LLC is committing to build a Mixed Use Facility having at least 350,000 ft.² to be located on the east side of the College Street bridge over the extension of the service road tunnels from the Air Rights Garage and Under Air Rights facility under the Mixed Use Facility to be known as 101 College Street to the eventual terminus in the redesigned Route 34 connector; and

Whereas, the terms of development of the Mixed Use Facility along with the public improvements and easements to be provided by the City of New Haven are contained in a Development and Land Disposition Agreement (the "DLDA") that is pending before the New Haven Board of Alders; and

Whereas, as part of the DLDA certain easements will be granted to and from WE 101 College Street LLC to the City of New Haven and to the New Haven Parking Authority; and

Whereas, as part of the DLDA, WE 101 College Street LLC will receive an easement to connect a pedestrian bridge from the Mixed Use Facility to the Temple Medical Garage; and

Whereas, the terms of the easements and other agreements envisioned under the DLDA are subject to the subsequent review and approvals by the Board of Commissioners; and

Whereas, in order to induce WE 101 College Street LLC to construct and operate the Mixed Use Facility, the Parking Authority, the City of New Haven (in part) and WE 101 College Street LLC negotiated a parking agreement which will provide that the Parking Authority will provide up to 550 monthly parking permits to WE 101 College Street LLC and/or its successors and assigns on the terms and conditions set forth in said agreement (the "Parking Agreement"); and

Whereas, the terms of the easements, licenses, and other agreements envisioned under the DLDA to be drafted are subject to the subsequent approvals by the board of commissioners; and

Now therefore it is resolved by the Parking Authority as follows:

1. The execution by the Parking Authority of the DLDA for the limited purposes that the Parking Authority is involved and the execution of the Parking Agreement are hereby deemed to be in the best interest of the Parking Authority;
2. This Motion supersedes the motion that was adopted on March 16, 2020.
3. Provided the DLDA and the Parking Agreement are approved by the New Haven Board of Alders and the Mayor of the City of New Haven, the Chairman, and in his absence the Vice Chairman, is hereby authorized and directed on behalf of the Authority to execute the DLDA and the Parking Agreement or ones substantially similar thereto and to execute such other necessary and appropriate documents to effectuate the terms DLDA and the Parking Agreement.

April 27, 2020

MOTION OF THE NEW HAVEN PARKING AUTHORITY APPROVING THE DEVELOPMENT AND LAND DISPOSITION AGREEMENT BY AND BETWEEN WE 101 COLLEGE STREET LLC, THE CITY OF NEW HAVEN AND THE NEW HAVEN PARKING AUTHORITY AS TO CERTAIN PROVISIONS APPLICABLE TO THE PARKING AUTHORITY ONLY AND THE APPROVAL OF THE PARKING AGREEMENT BY AND BETWEEN WE 101 COLLEGE STREET LLC, THE CITY OF NEW HAVEN (AS TO APPLICABLE TERMS) AND THE NEW HAVEN PARKING AUTHORITY.

At a Regular Meeting of the New Haven Parking Authority, duly warned and open to the public, held via zoom:

<https://newhavenct.zoom.us/j/92879480329?pwd=SVRLYTM3QXN2eW50b3RPSXVYYm1aUT09>

at 5:30 p.m. on Monday, April 27, 2020, members of the Authority being present, the above Motion was proposed by member _____, seconded by member _____, put to vote and unanimously adopted.

Certified to be a true and correct copy.

Douglas Hausladen
Secretary

Summary of Major Terms

Parking Agreement

The Parking Authority is committing to make available between 400 and 550 monthly parking permits to WE 101 College Street LLC, developer of a Mixed Use Facility having between 350,000 ft.² to 550,000 ft.². The permits will be divided between the Temple Medical Garage (250) and the Temple Street Garage (the balance). The permits will be issued at the Parking Authority adopted public monthly rate which includes the sales tax.

The term of the agreement is 20 years plus 3 additional 20 year options at the election of the Developer.

The parties will meet once a quarter to discuss any open issues. The agreement provides a Dispute Resolute Procedure and Mediation prior to going to court.

Upon proper notices, the Authority has the right to suspend the Permits and ultimately to terminate the agreement in the event of non-payment of the monthly Parking Permit fee.

In the event that the Permit holder cannot park in the garage to which that holder is assigned, the Authority's personnel can direct the Permit holder to the other garage.

In the event there is no space in either garage for any reason, the Authority will put the Permit holder in the Crown Street Garage. If the Parking Authority does this on more than 5 occasions in a year, it will be considered a default. However, after each such occasion, the Parking Authority and the Developer must meet to address a plan going forward. In the event that there are insufficient spaces in Crown Street Garage or in the event the Developer wishes to relocate Permit holders out of the Crown Street Garage into some other facility not under Authority control, the Developer can reduce temporarily or permanently reduce the number of permits that it requests.

In the event that during construction, the Parking Authority cannot accommodate the Permit holders in Temple Medical or Temple Street garage, and is parking the overflow in the Crown Street Garage or cannot accommodate Permit holders at all for more than one months and the total number of such parkers in Crown Street Garage or not accommodated is greater than 25% of the total number of permit holders then the Developer can terminate the agreement.

In the event of termination of the agreement prior to the Mixed Use Facility being constructed, the agreement will terminate automatically. In the event of a termination of the agreement during the first seven years, \$750,000 will be owed as liquidated damages to the Authority. If the agreement is terminated by the Developer at any later date other than as a result of the Authority's inability to park the Permit holders in either Temple Medical or Temple Street Garage, the Developer must provide 18 months advance

notice.

Development and Land Disposition Agreement ("DLDA")

The Parking Authority is committing to review and consent to certain easements, licenses and agreements that involve or affect the Temple Medical Garage, the Air Rights Garage and the Under Air Rights facility. As to the Temple Medical Garage, the Parking Authority will consent to the Developer constructing a pedestrian bridge from the Mixed Use Facility to the garage. As to the Air Rights Garage and Under Air Rights facility, the Parking Authority will consent to temporary relocation of the exit out of the Under Air Rights facility and the extension of the existing service roads under the Mixed Use Facility to the to be redesigned Route 34 as part of the City's Downtown Crossing Project.