



# City of Rochester

Port of Rochester  
1000 North River Street  
Rochester, New York 14612  
[www.cityofrochester.gov](http://www.cityofrochester.gov)



**Paul Morrell**  
Manager Municipal  
Facility Development

**RECEIVED**

**JUN 19 2009**

June 11, 2009

Mr. Jim Hofmann  
Stantec  
2250 Brighton-Henrietta Town Line Rd  
Rochester, NY 14623

Dear Mr. Hofmann,

Please find attached copy of the City Ordinance and a signed parking agreement for High Falls Garage concerning your redevelopment of 61 Commercial Street into Stantec new corporate headquarters.

Best regards,

Paul J. Morrell  
Project Manager, Stantec/Norry Mgmt

Cc:  
Carlos Carballada, Commissioner ED  
Tony Hubbard, Municipal Parking  
Rachel Rosin, Norry Management



## STANTEC PARKING AGREEMENT

This AGREEMENT dated, for reference purposes, this 15 day of MAY, 2009, by and between the CITY OF ROCHESTER, NEW YORK, a municipal corporation with offices at 30 Church Street, City Hall, Rochester, New York 14614 (hereinafter referred to as "City"), and Stantec Consulting Services Inc. with offices at 2250 Brighton-Henrietta Townline Road, Rochester, New York 14623 (hereinafter referred to as "Stantec"):

### WITNESSETH:

In Consideration of one dollar (\$1.00) and other good and valuable consideration, each paid in hand to each other, the receipt and sufficiency whereof are hereby acknowledged, the City and Stantec agree as follows:

#### 1. PARKING

On or before the first day of each month during the term of this Agreement, one party designated by the City to operate (hereinafter referred to as the "Operator") the High Falls Garage at 240 State Street (hereinafter the "Garage"), shall issue parking permits to certain designated employees of Stantec authorizing such employees to park their vehicles in the Garage during that month, upon the terms and conditions contained in this Agreement.

The Operator will make available to Stantec parking spaces, with 148 regular and 10 reserved parking spaces, within the Garage, unless such spaces are increased or decreased as provided herein. Stantec shall pay on a monthly basis for the number of spaces made available pursuant to this Agreement.

Stantec shall pay for 158 parking spaces each month at the rates determined below, unless such spaces or rate are increased or decreased as provided herein.

#### 2. TERM

The term of this Agreement is ten (10) years and 2 months, commencing on the day Stantec's lease commences at 61 Commercial Street ("Commencement Date") and terminating ten (10) years and two (2) months from Commencement Date, unless further extended or sooner terminated as provided herein.

This Agreement is contingent upon RESTORE NY funding being awarded for 61 Commercial Street prior to the Commencement Date and if such funding is not awarded this Agreement shall be null and void.

### **3. PAYMENT**

No later than the first day of each month during the term of this Agreement, Stantec shall pay to the Operator of the Garage the then current monthly rate established by the Rochester City Council for parking in the Garage for each parking permit issued by the Operator to Stantec in accordance with this Agreement.

The current monthly rates are \$62.00 for regular spaces and \$105.00 for reserved spaces, as of September 1, 2008.

The monthly rate of parking permits shall be the current monthly rate, with future annual increases not to exceed annual Consumer Price Index. The City or its agent shall notify Stantec in writing of any increase or decrease in monthly parking rates thirty (30) days prior to the effective date of such increase or decrease.

All monthly payments shall be made to the Operator at:

Central Parking system  
Attn: General Manager  
36 W. Main Street  
Rochester, NY 14614

Or to any other address or Operator that the City shall notify Stantec of in writing.

### **4. EARLY TERMINATION**

Stantec shall have the right to terminate this Agreement at any time and for any reason upon (30) days written notice to the other party.

### **5. OPTION TO INCREASE OR DECREASE PARKING PERMITS**

The following options to increase or decrease the number of parking permits authorized to Stantec by this Agreement may apply:

- a. Stantec may request an increase in the total number of authorized parking permits in this Agreement upon written request to the Municipal Parking Coordinator. Approval of the requested increase by the City is subject to the availability of spaces at the Garage and any legal restrictions;
- b. Stantec may with thirty (30) days prior written notice to the City, decrease the authorized number of parking permits;
- c. The City may temporarily decrease the number of spaces due to changes at the Garage because of construction activities, upon thirty (30) days

notice to Stantec. The City may also suspend this Agreement in its entirety due to construction activities at the Garage for the length of time said construction activities exist.

**6. PROHIBITION AGAINST ASSIGNMENT**

Stantec is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or any right, title, interest, therein, or the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the City.

**7. RENEWAL OPTION:**

Stantec shall have two (2) five year renewal options, with all terms and conditions to remain the same, except payment, which shall be at the then current parking rates.

**8. TRANSFER OF OWNERSHIP**

In the event that the City of Rochester sells the Garage, the City will make a good faith effort in negotiations with a potential buyer to have this Agreement remain in place.

**9. NOTICES**

All correspondence shall be addressed as follows:

**TO CITY:**

Municipal Parking Coordinator  
City Hall  
30 Church Street  
Rochester, New York 14614

**TO STANTEC:**

Jim Hofmann, P.E., Office Leader  
2250 Brighton-Henrietta Town Line Rd  
Rochester NY 14623-2706

Any notice shall be deemed to have been given on the date set forth on the Registry Receipt given to the sender at the time of mailing.

Except as otherwise provided in this Agreement, all correspondence to Stantec with respect to this Agreement or any of the provisions hereof shall be sent to the addresses of Stantec set forth above. Either party, by notice to the other, shall have the right to change the address(es) for notice(s) to be sent to such party, and to add or substitute entities to which a copy of any notice shall be sent by the other party.

**10. VERBAL AGREEMENTS INVALID**

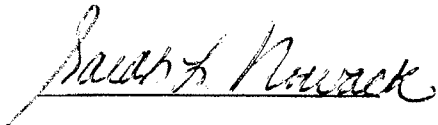
Notwithstanding any written or verbal communications, or series of communications, to the contrary, Stantec shall not be deemed to have entered into a lease or any other binding agreement to lease the Demised Premises unless and until: (i) the terms and conditions of any such lease or agreement have been fully negotiated by the City and Stantec; and (ii) both Stantec and the City shall have fully executed and delivered a formal agreement or lease.

**11. FORCE MAJUERE**

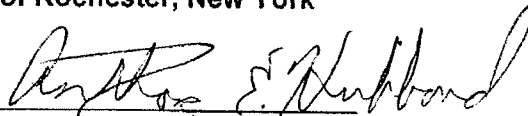
In the event the Garage or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the City impossible, then and thereupon this Agreement shall terminate and Stantec shall pay for said parking spaces only up to the time of such termination, at the rate herein specified, and Stantec hereby waives any claim for damages or compensation should this Agreement be so terminated.

**IN WITNESS WHEREOF**, the City and Stantec have duly executed this Agreement as of the day and year first above written.

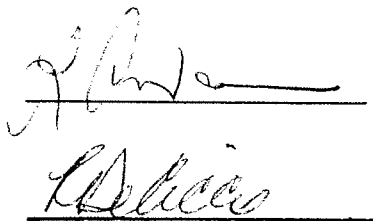
**WITNESS:**



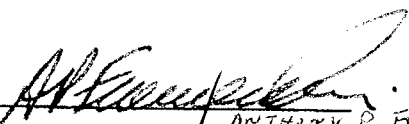
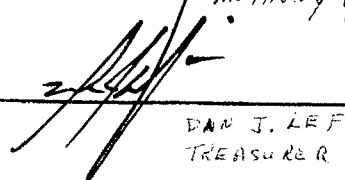
**City of Rochester, New York**

By:   
Municipal Parking Coordinator

**WITNESS:**



**Stantec Consulting Services Inc.**

By:   
ANTHONY P. FRANCESCHINI  
PRESIDENT  
By:   
DAN J. LEFAVRE  
TREASURER



## City of Rochester

Economic Development Department  
City Hall 005A, 30 Church Street  
Rochester, New York 14614-1290  
[www.cityofrochester.gov](http://www.cityofrochester.gov)



Municipal Parking  
Division

April 29, 2009

Mark Daciw, General Manager  
Central Parking System  
36 West Main Street  
Rochester, NY 14614

Dear Mark:

The Rochester City Council has authorized an agreement to provide 148 regular month passes and 10 reserved monthly passes at the High Falls Garage after the completion of renovations to 61 Commercial Street per the attached City Council Ordinance.

Therefore, please be advised that any monthly passes sold prior to the time that these spaces would be needed by Stantec Consulting Services would be subject to termination in the event that spaces are needed by Stantec to meet the terms of this agreement.

Please notify new monthly parkers from this date forward that passes are sold on a month to month basis and there is no guarantee that spaces will be available in future months.

Please call me at 428-6707 if you have questions.

attachment

xc: Sarah Nowack  
Shawn Minley  
Paul Morrell ✓  
Brian Roulin  
Carlos Carballada

Sincerely,

Tony Hubbard  
Acting Municipal Parking Coordinator

9429t1





City of Rochester

City Clerks Office

## Certified Ordinance

Rochester, N.Y., \_\_\_\_\_

### TO WHOM IT MAY CONCERN:

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **April 14, 2009** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **April 15, 2009** in accordance with the applicable provisions of law.

Ordinance No. 2009-123

Authorizing An Agreement For Parking In The High Falls Garage

BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. The Mayor is hereby authorized to enter into an agreement with Stantec Consulting Services, Inc. for parking spaces in the High Falls Garage. Stantec shall be able to purchase up to 148 regular and 10 reserved spaces in the Garage each month at the prevailing monthly rate, for use by Stantec employees. The agreement shall extend for a term of 10 years and two months, with Stantec having two five-year renewal options at the prevailing monthly parking rate. The agreement shall be contingent upon Stantec obtaining funding to redevelop 61 Commercial Street for use as its corporate headquarters.

Section 2. The agreement shall contain such terms and conditions as the Mayor deems to be appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Santiago, Councilmembers Conklin, Lightfoot, McFadden, Miller, Palumbo, Pritchard, Spaull, Warren - 9.

Nays - None - 0.

Attest

  
City Clerk