

RESOLUTION NO. 2024 - _____

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. 2024 - _____ entitled "A LOCAL LAW authorizing the County of Westchester to enter into an amendment to an existing agreement with REG-UB Properties, LLC, as successor by merger to Urstadt Biddle Properties Inc., to extend the term thereon for five (5) years, for the lease of space # 1A, consisting of approximately 12, 558 square feet of space located at 22 Rockledge Avenue, Ossining, New York for Westchester Community College. The public hearing will be held at ____m. on the ____ day of _____, 2024 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

Dated: _____, 2024
White Plains, New York

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive wherein he requests that your Honorable Board adopt a Local Law which, if adopted, would authorize the County of Westchester to enter into an amendment (“Fifth Amendment”) to an existing lease agreement dated October 27, 2000, as previously amended (collectively, the “Lease”), with REG-UB Properties, LLC (the “Landlord”), as successor by merger to Urstadt Biddle Properties Inc., for the leasing by the County of space #1A, consisting of approximately 12,558 square feet of space (the “Premises”) located at 22 Rockledge Avenue, Ossining, New York (the “Shopping Center” or “Property”) to be utilized by WCC for educational purposes, with a term expiring on August 31, 2024, in order to extend the term of the Lease for an additional period of five (5) years (“Third Extended Term”). The Third Extended Term will be deemed to commence on September 1, 2024 and expire on August 31, 2029.

Your Committee is advised that WCC utilizes the Premises for health care education purposes and as a training extension site. By extending the term of the Lease at the Property, WCC will be able to continue its efforts to provide educational opportunities to residents of the County who may be unable to attend classes at the Valhalla campus. Negotiations have recently been completed with the Landlord for the terms of this proposed Fifth Amendment.

Pursuant to the proposed Fifth Amendment, the County will pay rent at the annual rate and in the monthly installments set forth below:

<u>Months</u>	<u>Minimum Rent (Monthly)</u>	<u>Minimum Rent (Per Sq. ft. of the Premises per annum)</u>	<u>Minimum Rent (Annual)</u>
9/1/24 - 8/31/25	\$20,207.92	\$19.31	\$242,494.98
9/1/25 - 8/31/26	\$20,814.89	\$19.89	\$249,778.62
9/1/26 - 8/31/27	\$21,442.79	\$20.49	\$257,313.42
9/1/27 - 8/31/28	\$22,081.15	\$21.10	\$264,973.80
9/1/28 - 8/31/29	\$22,740.45	\$21.73	\$272,885.34

Your Committee is further advised that the County will continue to pay Minimum Rent and the County’s share of Common Area Maintenance Charges (as defined in the Lease) for the

Third Extended Term, except that the Common Area Maintenance Charges will not include the management fee in the calculation of the County's share of Common Area Maintenance Charges.

Your Committee is also advised that the permitted use under the Lease has been restricted to permit WCC to use the Premises only for the operation of an educational facility associated with the State University of New York providing classroom instruction in various subjects and other educational related and/or community engagement uses, and for no other purpose.

Your Committee is also advised that the Landlord will have a one-time right during the Third Extended Term, at any time and for any reason to relocate WCC to another space designated by Landlord within the Shopping Center or in Landlord's adjacent property known as the Arcadian Shopping Center (the "New Premises"), and such relocation right is in accordance with the following terms:

(a) Landlord shall give WCC at least ten (10) months' prior written notice of Landlord's intent to relocate WCC and WCC agrees to reasonably cooperate in good faith with Landlord in connection with such relocation, provided, that WCC shall only be obligated to relocate, and shall relocate, to the New Premises (i) during the months of July and August first occurring at least ten (10) months after the date on which such relocation notice has been given (the "Relocation Period") and (ii) on condition that Landlord has substantially completed all permanent improvements in the New Premises reasonably necessary for WCC to commence such relocation on or prior to July 2 of the Relocation Period;

(b) The dimensions, functionality and layout of the New Premises shall be reasonably adequate for the Permitted Use and the size of the New Premises shall not deviate by more or less than ten percent (10%) of the square footage of the Premises) unless Landlord and WCC otherwise agree in writing;

(c) Landlord shall install, at its own cost and expense, all reasonably necessary permanent improvements (as distinguished from WCC's personal property including furniture, fixtures and equipment which shall be reused in the New Premises to the extent reasonably practical) in the New Premises substantially similar or better than the permanent improvements in the Premises;

(d) Landlord shall pay WCC's reasonable moving costs;

(e) Landlord and WCC shall work in good faith to eliminate, and if not feasible, to limit any WCC's downtime to as short a duration of time as possible and such WCC's downtime to occur during non-business hours, if acceptable to the WCC;

(f) Indirect costs incurred by WCC as a result of the relocation, such as costs incurred in changing addresses on stationery, business cards, directories and advertising shall be reimbursed to WCC in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) in total, upon presentation to Landlord of paid bills for the indirect costs;

(g) If the New Premises is smaller than the Premises, then monthly Minimum Rent shall be adjusted (but shall not be adjusted if the New Premises is larger than the Premises, provided, that WCC's Proportionate Share of Common Area Costs, Taxes and Insurance shall be adjusted, as of the date of delivery of the New Premises to WCC unless Landlord and WCC otherwise agree in writing ("New Rent Commencement Date"), based on the number of square feet in the New Premises (whether larger or smaller than the Premises); and

(h) Landlord and WCC shall promptly execute an amendment or modification to the Lease confirming the relocation of the Premises, any change in the monthly Minimum Rent, WCC's Proportionate Share of Common Area Costs, Taxes and Insurance, the New Rent Commencement Date and any other changes in the provisions of the Lease agreed upon by Landlord and Tenant.

Your Committee is further advised that, in the event Landlord undertakes (or any designee, contract vendee and/ or other transferee (or potential designee, contract vendee and/or other transferee, any such person or entity, a "Landlord Transferee")) of Landlord's interest in the Shopping Center) a redevelopment or substantial renovation the Shopping Center, including, without limitation, any required or desired governmental, quasi-governmental and/or other approvals, authorizations, site plan and/or planning and/or zoning modifications and/or any other similar or related governmental, quasi-governmental and/or other approvals, authorizations, site plan and/or planning and/or zoning modifications (a "Redevelopment") at any time during the Third Extended Term, then each of (i) Landlord, and (ii) if, and only if, (A) Landlord does not offer New Premises to WCC for WCC's relocation that satisfies the conditions for such New Premises provided for in paragraph (IV) above (or are otherwise reasonably acceptable to WCC) and (B) Landlord and/or any Landlord Transferee(s) have obtained final, unappealable governmental approval of such Redevelopment and notified WCC thereof, WCC, may elect to terminate the Lease (as affected hereby) by giving the other party at least ten (10) months' prior written notice of such election ("Termination Notice"); provided, however, that, the termination date of this Lease (the "Termination Date") (a) shall be the August 31st first occurring ten (10) months after the date on which such Termination Notice has been given and (b) shall not be earlier than August 31, 2026. By way of example only, if Landlord gives WCC the Termination Notice on or prior to November 1, 2025, the Termination Date shall be August 31, 2026.

Additionally, the Landlord will replace the exterior double doors opposite room 8, next to the Director's office.

Your Committee is also advised that if any governmental authority imposes any building energy reporting requirements (such as, without limitation, with respect to energy and water usage, greenhouse gas emissions or Energy Star® ratings) with respect to the Shopping Center or any portion thereof, the County shall reasonably cooperate with Landlord to ensure compliance with the energy program requirements, including, without limitation, providing information to facilitate compliance (such as information regarding utility providers and accounts for the Premises), and provide such information to Landlord, its designated agents or the applicable governmental agency or utility providers promptly following request and authorizes the delivery of any information required under such energy reporting requirements to Landlord, its designated agents, or the applicable governmental agency or utility providers, and the disclosure of such information, as required under the program. Landlord will have a right of entry onto the Premises to comply with the energy program. Landlord may include the reasonable cost of compliance with the Program (such as, without limitation, installation of meters, retaining of consultants and filing of necessary documents) in the Common Area Costs.

In addition, your Committee is advised that, pursuant to the terms of the proposed Fifth Amendment, the parties waive trial by jury. Lastly, the parties further certify that (i) neither it nor its officers, directors or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. Tenant hereby agree to defend, indemnify, and hold harmless the Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses

(including attorneys' fees and costs) arising from or related to any breach of the foregoing certification. Should Tenant, during the Term, be designated an SDN, Landlord may, at its sole option, terminate the Lease, upon at least six (6) months' notice and the termination date shall be August 31 following the date of such termination notice.

Your Committee is further advised that all other material terms of the Lease will remain the same.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed Fifth Amendment may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617 ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Pursuant to Section 104.11.5.e of the County Charter, leases of the property of others for County purposes for terms not exceeding ten (10) years may be made only by local law adopted by an affirmative vote of a majority of all members of the Board of Legislators. Prior to taking any action on the proposed Local Law, your Honorable Board must hold a public hearing pursuant to Section 209.141 (4) of the Laws of Westchester County, and a resolution providing for the hearing is annexed to the legislation.

Therefore, upon careful consideration, your Committee finds the proposed Fifth Amendment to be in the County's best interests and recommends approval of the proposed Local Law.

Dated: September 16th, 2024

White Plains, New York


Samuel Zuber

Vedat Kadri


Sharonne Tubillings 

COMMITTEE ON

Dated: September 16, 2024
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations

A handwritten signature in black ink, appearing to read "Nancy E. Pan". The signature is written in a cursive style with a long horizontal flourish extending to the right.

FISCAL IMPACT STATEMENT

SUBJECT: WCC Ossining Lease Renewal – Fifth Lease Amendment

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A) GENERAL FUND AIRPORT SPECIAL REVENUE FUND (Districts)
(X) WESTCHESTER COMMUNITY COLLEGE

B) EXPENSES AND REVENUES

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____

Source of Funds (check one): Current Appropriations

Transfer of Existing Appropriations Additional Appropriations Other (explain)

Identify Accounts: 701-8211-5432000 (Rental & Proportionate Share of Common Charges & Taxes)

Potential Related Operating Budget Expenses:

Annual Amount \$ \$242,494.98-1st Yr

Describe: For rent plus Additional Rent consisting of proportionate share of Common Charges & Taxes

9/1/2024-8/31/2025 \$242,494.98 Rent

9/1/2025-8/31/2026 \$249,778.62 Rent

9/1/2026-8/31/2027 \$257,313.42 Rent

9/1/2027-8/31/2028 \$264,973.80 Rent

9/1/2024-8/31/2029 \$272.885.34 Rent

Potential Related Revenues: Annual Amount TBD

Describe:


Tuition from courses

Anticipated Savings to County and/or Impact on Department Operations:

Current Year:

Next Four years:

Prepared by: Stewart Glass

Reviewed By: 

Title: Director of Contracting & Procurement


Budget Director

8/28/24

Department: Westchester Community College

If you need more space, please attach additional sheets.

TO: Carla Chaves, Senior Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM 
Assistant Commissioner

DATE: August 20, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR WESTCHESTER
COMMUNITY COLLEGE LEASE – 22 ROCKLEDGE AVE, OSSINING**

PROJECT/ACTION: Amendment of a lease agreement for approximately 12,558 square feet at 22 Rockledge Avenue in the Village of Ossining for use by the Westchester Community College to extend the term for five additional years. WCC has been leasing this space for educational classes since 2001. The amendment will allow WCC to continue providing off-campus instruction through August 31, 2029. Under the proposed amendment the landlord will be required to replace a couple of exterior doors. In addition, terms have been provided in the event the landlord desires to relocate WCC to the adjoining Arcadian Shopping Center. The terms will ensure that the new premises will be equivalent to, or better than, the existing space and that the relocation will be conducted during the summer so as not to cause any disruption to school activities.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no environmental review is required because the project/action may be classified as a TYPE II action pursuant to section(s):

- **617.5(c)(2):** replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;
 - **617.5(c)(10):** routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings;
 - **617.5(c)(32):** license, lease and permit renewals, or transfers of ownership thereof, where there will be no material change in permit conditions or the scope of permitted activities.
-

COMMENTS: The Arcadian Shopping Center is adjacent to the existing premises. As such, there will be no new impacts associated with the potential relocation to the neighboring space. The scope of activities remains the same.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
Tami Altschiller, Assistant Chief Deputy County Attorney
Stewart Glass, Westchester Community College
Claudia Maxwell, Principal Environmental Planner

LOCAL LAW NO. 2024 –

A LOCAL LAW authorizing the County of Westchester to enter into an amendment to an existing agreement with REG-UB Properties, LLC, successor by merger to Urstadt Biddle Properties, Inc. for the lease of space located at 22 Rockledge Avenue, Ossining, New York for Westchester Community College, in order to extend the term of the lease by an additional period of five (5) years.

NOW, THEREFORE, BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into an amendment to an existing agreement (the “Lease”) with REG-UB Properties, LLC , as successor by merger to Urstadt Biddle Properties, Inc. (the “Landlord”) for approximately twelve thousand five hundred fifty-eight (12,558) square feet of space (the “Premises”) located at 22 Rockledge Avenue, Ossining, New York (the “Property”) to be utilized by Westchester Community College (“WCC”), in order to extend the term for an additional period of five (5) years, deemed to commence on September 1, 2024 and expiring on August 31, 2029 (“Third Extended Term”).

§2. For the lease extension term, the County shall pay rent at the annual rate and in the monthly installments set forth below:

<u>Months</u>	<u>Minimum Rent (Monthly)</u>	<u>Minimum Rent (Per Sq. ft. of the Premises per annum)</u>	<u>Minimum Rent (Annual)</u>
9/1/24 - 8/31/25	\$20,207.92	\$19.31	\$242,494.98
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9/1/28 - 8/31/29	\$22,740.45	\$21.73	\$272,885.34

The County will continue to pay Minimum Rent and the County’s share of Common Area Maintenance Charges (as defined in the Lease) for the Third Extended Term, except that the

Common Area Maintenance Charges will not include the management fee in the calculation of the County's share of Common Area Maintenance Charges.

§3. The permitted use under the Lease has been restricted to permit WCC to use the Premises only for the operation of an educational facility associated with the State University of New York providing classroom instruction in various subjects and other educational related and/or community engagement uses, and for no other purpose.

§4. The Landlord will have a one-time right during the Third Extended Term, at any time and for any reason to relocate WCC to another space designated by Landlord within the Shopping Center or in Landlord's adjacent property known as the Arcadian Shopping Center (the "New Premises"), and such relocation right is in accordance with the following terms:

(a) Landlord shall give WCC at least ten (10) months' prior written notice of Landlord's intent to relocate WCC and WCC agrees to reasonably cooperate in good faith with Landlord in connection with such relocation, provided, that WCC shall only be obligated to relocate, and shall relocate, to the New Premises (i) during the months of July and August first occurring at least ten (10) months after the date on which such relocation notice has been given (the "Relocation Period") and (ii) on condition that Landlord has substantially completed all permanent improvements in the New Premises reasonably necessary for WCC to commence such relocation on or prior to July 2 of the Relocation Period;

(b) The dimensions, functionality and layout of the New Premises shall be reasonably adequate for the Permitted Use and the size of the New Premises shall not deviate by more or less than ten percent (10%) of the square footage of the Premises) unless Landlord and WCC otherwise agree in writing;

(c) Landlord shall install, at its own cost and expense, all reasonably necessary permanent improvements (as distinguished from WCC's personal property including furniture, fixtures and equipment which shall be reused in the New Premises to the extent reasonably practical) in the New Premises substantially similar or better than the permanent improvements in the Premises;

(d) Landlord shall pay WCC's reasonable moving costs;

(e) Landlord and WCC shall work in good faith to eliminate, and if not feasible, to limit any WCC's downtime to as short a duration of time as possible and such WCC's downtime to occur during non-business hours, if acceptable to the WCC;

(f) Indirect costs incurred by WCC as a result of the relocation, such as costs incurred in changing addresses on stationery, business cards, directories and advertising shall be reimbursed

to WCC in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) in total, upon presentation to Landlord of paid bills for the indirect costs;

(g) If the New Premises is smaller than the Premises, then monthly Minimum Rent shall be adjusted (but shall not be adjusted if the New Premises is larger than the Premises, provided, that WCC's Proportionate Share of Common Area Costs, Taxes and Insurance shall be adjusted, as of the date of delivery of the New Premises to WCC unless Landlord and WCC otherwise agree in writing ("New Rent Commencement Date"), based on the number of square feet in the New Premises (whether larger or smaller than the Premises); and

(h) Landlord and WCC shall promptly execute an amendment or modification to the Lease confirming the relocation of the Premises, any change in the monthly Minimum Rent, WCC's Proportionate Share of Common Area Costs, Taxes and Insurance, the New Rent Commencement Date and any other changes in the provisions of the Lease agreed upon by Landlord and Tenant.

In the event Landlord undertakes (or any designee, contract vendee and/ or other transferee (or potential designee, contract vendee and/or other transferee, any such person or entity, a "Landlord Transferee")) of Landlord's interest in the Shopping Center) a redevelopment or substantial renovation the Shopping Center, including, without limitation, any required or desired governmental, quasi-governmental and/or other approvals, authorizations, site plan and/or planning and/or zoning modifications and/or any other similar or related governmental, quasi-governmental and/or other approvals, authorizations, site plan and/or planning and/or zoning modifications (a "Redevelopment") at any time during the Third Extended Term, then each of (i) Landlord, and (ii) if, and only if, (A) Landlord does not offer New Premises to WCC for WCC's relocation that satisfies the conditions for such New Premises provided for in paragraph (IV) above (or are otherwise reasonably acceptable to WCC) and (B) Landlord and/or any Landlord Transferee(s) have obtained final, unappealable governmental approval of such Redevelopment and notified WCC thereof, WCC, may elect to terminate the Lease (as affected hereby) by giving the other party at least ten (10) months' prior written notice of such election ("Termination Notice"); provided, however, that, the termination date of this Lease (the "Termination Date") (a) shall be the August 31st first occurring ten (10) months after the date on which such Termination Notice has been given and (b) shall not be earlier than August 31, 2026. By way of example only, if Landlord gives WCC the Termination Notice on or prior to November 1, 2025, the Termination Date shall be August 31, 2026.

Additionally, the Landlord shall replace the exterior double doors opposite room 8, next to the Director's office.

Furthermore, if any governmental authority imposes any building energy reporting requirements (such as, without limitation, with respect to energy and water usage, greenhouse gas emissions or Energy Star® ratings) with respect to the Shopping Center or any portion thereof, the County shall reasonably cooperate with Landlord to ensure compliance with the energy program requirements, including, without limitation, providing information to facilitate compliance (such as information regarding utility providers and accounts for the Premises), and provide such information to Landlord, its designated agents or the applicable governmental agency or utility providers promptly following request and authorizes the delivery of any information required under such energy reporting requirements to Landlord, its designated agents, or the applicable governmental agency or utility providers, and the disclosure of such information, as required under the program. Landlord will have a right of entry onto the Premises to comply with the energy program. Landlord may include the reasonable cost of compliance with the Program (such as, without limitation, installation of meters, retaining of consultants and filing of necessary documents) in the Common Area Costs.

In addition, the parties shall waive trial by jury and shall further certify that (i) neither it nor its officers, directors or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. Tenant hereby agree to defend, indemnify, and hold harmless the Landlord from and against any and all claims, damages,

losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification. Should Tenant, during the Term, be designated an SDN, Landlord may, at its sole option, terminate the Lease, upon at least six (6) months' notice and the termination date shall be August 31 following the date of such termination notice.

§5. The County Executive or his duly authorized designee is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§6. This Local Law shall take effect immediately.