

**LOCAL LAW NO. 2021 –**

A **LOCAL LAW** authorizing the County of Westchester to enter into an amendment to an existing agreement with 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 three (3) years and eight (8) months.

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

**Section 1.** The County of Westchester is hereby authorized to enter into an amendment to an existing agreement (the “Lease”) with 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 three (3) years and eight (8) months, deemed to commence retroactively on January 1, 2021 and expiring on August 31, 2024 (“Second 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>Lease Period</u>    | <u>Annually</u> | <u>Monthly</u> |
|------------------------|-----------------|----------------|
| 1/01/2021 – 8/31/2021  | N/A             | \$0.00         |
| 9/01/2021 – 12/31/2021 | N/A             | \$9,810.94     |
| 1/01/2022 - 12.31.2022 | \$235,462.56    | \$19,621.88    |
| 1/01/2024 - 8/31/2024  | \$156,975.04    | \$19,621.88    |

County shall not pay any Minimum Rent or the County’s share of Common Area Maintenance Charges (as defined in the Lease) for the first eight (8) months of the Second Extended Term, from January 1, 2021 through August 31, 2021. From and after September 1, 2021, the County shall resume the payment of (i) rent, except that for the period from September 1, 2021 through December 31, 2021, monthly rent payments will be fifty percent (50%) of the total rent amount due, e.g. \$9,810.94 and (ii) the County’s share of Common Area Maintenance Charges under the Lease and Landlord shall not include any management fee in the calculation of the County’s share of Common Area Maintenance Charges. Additionally, after January 1, 2022, the County’s share of Common Area Maintenance Charges shall not increase by more than 5% over the Common Area Maintenance Charges for the

immediately preceding calendar year (annualized, in the case of Common Area Maintenance Charges for calendar year 2021, to account for the fact that the County is not required to pay Common Area Maintenance Charges for the period of January 1, 2021 – August 31, 2021) on a cumulative basis, except that charges for snow and ice mitigation, insurance and utilities shall not be subject to such cap.

Additionally, the Landlord shall complete certain work, as described in Schedule “A” attached hereto, no later than three (3) months after the date Landlord receives all permits and approvals, with the exception of the replacement of the front windows and glass in entry doors of the Demised Premises, which shall be completed within six (6) months after the execution of the proposed Fourth Amendment.

The County shall continue to be responsible for the maintenance of a service contracts for four HVAC units servicing the Premises (i.e., the 5-ton unit, 7.5-ton unit, 10-ton unit, and 25-ton unit, collectively, the “HVAC units”), however, such units will be serviced twice a year, once in the spring and once in the fall, and at other times as necessary. Provided the County maintains such service contract and the need for repair/replacement is not caused by the County’s negligent or willful action, Landlord shall be responsible for the cost of repairing (to the extent such repairs are not covered by the WCC’ service contract) and/or replacing the compressor, condenser, heat exchanger or other parts of the HVAC units or the entire unit of any such HVAC unit(s).

§3. 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.

§4. This Local Law shall take effect immediately.

## **SCHEDULE A**

### **LANDLORD'S WORK**

#### **EXTERIOR:**

1. Repair knee wall along the 100 linear feet of Demised Premises, with sheetrock replaced, taped and painted.  
Replace the front windows and glass in entry doors of the Demised Premises.

#### **INTERIOR:**

1. Replace VCT Flooring throughout Classrooms 1, 2 and 7.
2. Replace carpet in student lounge, reception area and staff offices with Landlord's building standard carpeting.
3. Install automatic sensors in restroom sinks.
4. Remove existing wallpaper in main hallways, repair sheetrock and paint walls.

**FOURTH AMENDMENT AND EXTENSION OF LEASE**

This Fourth Amendment and Extension of Lease (this "Fourth Amendment") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Fourth Amendment Effective Date"), by and between URSTADT BIDDLE PROPERTIES INC., a Maryland corporation, having an address of 321 Railroad Avenue, Greenwich, Connecticut 06830 ("Landlord"), and the COUNTY OF WESTCHESTER, acting by and through the Westchester Community College, having an address at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement (the "Original Lease"), dated October 27, 2000, as amended by that certain First Amendment of Lease, dated April 1, 2001, by that certain Second Amendment of Lease, dated January 31, 2006, and by that certain Third Amendment and Extension of Lease (the "Third Amendment"), dated July 23, 2012 (collectively, the "Lease") for space #1A, consisting of 12,558 square feet, located at and forming a part of the property known as 22 Rockledge Avenue, situated in Ossining, New York (as more particularly described in the Lease, the "Demised Premises"); and

WHEREAS, the term of the Lease expired on December 31, 2020, and Landlord and Tenant each desire to, among other things, amend the Lease to retroactively extend the term of the Lease, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and in exchange for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord and Tenant agree, and the Lease hereby is amended, as follows:

1. Capitalized terms used herein shall have the same meanings given to them in the Lease unless otherwise indicated. The term "Lease" as used in the Lease and in this Fourth Amendment shall mean the Lease as amended by this Fourth Amendment. For the purposes of the Lease, (a) the term "Additional Rent" means any and all charges payable under the Lease other than Minimum Rent, pursuant to the terms set forth in the Lease, and (b) Landlord shall have the same rights and remedies with respect to the collection of Additional Rent as if the same were Minimum Rent.
2. The Lease Term is hereby extended for a period of three (3) years and eight (8) months (the "Second Extended Term"). The Second Extended Term shall be deemed to have commenced retroactively on January 1, 2021 (the "Second Extended Term Commencement Date") and, unless sooner terminated as elsewhere provided in the Lease, shall expire on August 31, 2024. All references in the Lease to the "Term of this Lease" and similar language shall be deemed to include all periods during the Term of the Lease prior to the Second Extended Term Commencement Date, as well as the Second Extended Term.
3. Minimum Rent for the Second Extended Term shall be payable at the annual rates and in the monthly installments set forth below:

| <u>Lease Period</u> | <u>Annually</u> | <u>Monthly</u> |
|---------------------|-----------------|----------------|
| 1/1/2021 – 8/31/21  | N/A             | \$0.00         |
| 9/1/21 – 12/31/21   | N/A             | \$9,810.94     |

|                     |              |             |
|---------------------|--------------|-------------|
| 1/1/2022 – 12/31/23 | \$235,462.56 | \$19,621.88 |
| 1/1/2024 – 8/31/24  | \$156,975.04 | \$19,621.88 |

4. (a) It is understood and agreed that during the Second Extended Term, Tenant shall continue to pay Additional Rent and all other charges as provided in the Lease, including, but not limited to, Common Area Maintenance Charges (subject, however, to paragraph 4(b) below), Real Estate Taxes, building cleaning services costs and utility charges, pursuant to the terms set forth in the Lease.
- (b) Notwithstanding the foregoing, Tenant shall not be obligated to pay Tenant's share of Common Area Maintenance Charges for the period of January 1, 2021 – August 31, 2021.
- (c) From and after September 1, 2021, Tenant shall resume the payment of Tenant's share of Common Area Maintenance Charges under the Lease; provided, however, that Landlord shall not include any management fee in the calculation of Tenant's share of Common Area Maintenance Charges. Additionally, notwithstanding anything in the Lease to the contrary, (i) for calendar year 2022, the calculation of Tenant's share of Common Area Maintenance Charges shall be based on Landlord's reasonable estimate of Common Area Maintenance Charges for such calendar year, subject, however, to annual reconciliation as provided in Article X of the Lease, and (ii) from and after January 1, 2022, Tenant's share of Common Area Maintenance Charges shall not increase by more than five (5%) percent over the Common Area Maintenance Charges for the immediately preceding calendar year (annualized, in the case of Common Area Maintenance Charges for calendar year 2021, to account for the fact that Tenant is not required to pay Common Area Maintenance Charges for the period of January 1, 2021 – August 31, 2021) on a cumulative basis, except that charges for snow and ice mitigation, insurance and utilities shall not be subject to such cap.
5. Tenant is in actual possession of the Demised Premises and has accepted the Demised Premises in "as-is" condition for the Second Extended Term, except that Landlord shall, at Landlord's sole cost and expense, substantially complete the work specified on Schedule A attached hereto and made a part hereof ("Landlord's Work"), no later than the date that is three (3) months after the date Landlord receives all required permits and approvals for Landlord's Work, with the exception of the replacement of the front windows and glass in entry doors of the Demised Premises, which shall be completed within six (6) months after the Fourth Amendment Effective Date. In connection with Landlord's Work, the parties acknowledge and agree to the following: (i) Landlord shall apply for all necessary permits within thirty (30) days after the date this Fourth Amendment is executed by both parties; (ii) Landlord shall use commercially reasonable efforts (without additional cost or expense) to complete Landlord's Work while in-person classes are not being conducted within the Demised Premises, and (iii) Tenant shall reasonably cooperate with Landlord with respect to Landlord's performance of Landlord's Work, including, but not limited to, such cooperation as needed in order to maintain Landlord's construction schedule. It is understood and acknowledged by Landlord that in the event there are any damages, defects or other issues related to, resulting from or occurring in connection with Landlord's Work through no fault of Tenant, its agents, contractors, vendors and/or employees, Landlord shall use reasonable efforts to resolve, address and/or repair any such damages, defects or other issues with reasonable promptness and to the reasonable satisfaction of Tenant.

6. The paragraph in Paragraph 9 of the Third Amendment beginning with “Provided that Tenant so maintains the service contract on the HVAC Unit, then...” shall be deemed to be, and hereby is deleted in its entirety and replaced with the following:

“Tenant, at Tenant’s sole cost and expense, shall maintain a service contract on the four (4) HVAC units serving the Demised Premises (i.e., the 5-ton unit, 7.5-ton unit, 10-ton unit and 25-ton unit, collectively, the “HVAC units”) providing for routine, periodic servicing of the HVAC unit(s) serving the Demised Premises, with such periodic servicing to be conducted at least twice a year, once in the spring and once in the fall, and at other times as necessary (the “HVAC Maintenance Contract”). Provided Tenant maintains the HVAC Maintenance Contract and the need for repair and/or replacement of the compressor, condenser, heat exchanger and/or other parts of the HVAC unit(s) or the entire HVAC units is not the result of the negligence, misuse, abuse and/or willful acts and/or omissions of Tenant and/or Tenant’s employees, agents, vendors and/or contractors, then Landlord agrees that it shall pay for the cost of repairing (to the extent such repairs are not covered by the HVAC Maintenance Contract) and/or replacing such compressor, condenser, heat exchanger or other parts of the HVAC units or the entire HVAC unit(s), if such work is required at any time during the Term of the Lease. Other than as expressly set forth in the immediately preceding sentence solely with respect to the HVAC Units, Tenant shall remain obligated to repair (to the extent such repairs are covered by the HVAC Maintenance Contract), maintain and service the HVAC units, in accordance with the terms and conditions of this Lease and the HVAC Maintenance Contract. Upon Landlord’s request, Tenant will within a reasonable period of time provide Landlord with a copy of the service report evidencing each servicing of the HVAC units.”

7. [Intentionally omitted]
8. All notices and bills required under the Lease to be sent to Tenant shall hereinafter be sent to the address(es) for Tenant set forth below:

Tenant Notice/Billing Address:

President  
Westchester Community College  
75 Grasslands Road  
Valhalla, New York 10595

With a copy to:

Westchester County Attorney  
Michaelian Office Building  
148 Martine Avenue, 6th Floor  
White Plains, NY 10601

and a copy to:

Director of Real Estate  
Office of the County Executive  
148 Martine Avenue, Suite #904  
White Plains, NY 10601

9. Tenant has no option to extend or renew the term of the Lease.
10. All Rent payments shall be paid via ACH, as follows:

**BNY Mellon  
Global Client Management – Real Estate Mortgage Banking  
225 Liberty Street  
New York, NY 10286  
ATTN: Carol Murray, Managing Director  
Ph: 212-635-7255  
ABA #: 021000018  
Account #: 8900424621**

**Reference:  
Urstadt Biddle Properties Inc.  
321 Railroad Avenue  
Greenwich, CT 06830  
(203) 863-8200;**

provided, however, if Tenant is unable to pay via ACH through no fault of Tenant (e.g., in the event of a technical problem), Rent payments may be sent to the following address (as the same may be changed by Landlord on not less than ten (10) business days' notice to Tenant):

**Urstadt Biddle Properties Inc.  
P.O. Box 371328  
Pittsburgh, PA 15250-7328**

11. Landlord shall be required to contest the Real Estate Taxes for calendar year 2020 and shall use reasonable, diligent efforts to do so by the last date after the Fourth Amendment Effective Date on which the applicable taxing authority allows such Real Estate Taxes to be contested. Tenant shall be entitled to Tenant's share of any reduction of Real Estate Taxes to which Tenant contributed hereunder less Tenant's proportionate share of any and all cost and expenses incurred by Landlord in connection with contesting the validity of, seeking a reduction in, or seeking to prevent an increase in any Real Estate Taxes.
12. Each of Landlord and Tenant represents and warrants to the other, that there was no broker or agent instrumental in consummating this Fourth Amendment. Each of Landlord and Tenant shall indemnify and hold harmless the other against any claims for brokerage or other commissions arising by reason of a breach of this representation and warranty. The provisions of this Paragraph 12 shall survive the expiration or earlier termination of the Lease.
13. Tenant ratifies and confirms that the Lease is valid and in full force and effect. Tenant agrees that Landlord is not now in default of any of its obligations under the Lease, and Tenant represents and warrants to Landlord that, as of the date hereof, Tenant has no claims or offsets against Landlord relating to any breach of Landlord's obligations under the terms of the Lease and/or arising from, or relating to, the Lease; provided, however, that Landlord shall remain obligated to complete Landlord's Work. Tenant further represents and warrants to Landlord that (a) Tenant is the current tenant under the Lease, (b) Tenant has not sublet, assigned or otherwise transferred or conveyed any interest in the Lease or the

- Demised Premises, and (c) no consent from any party that is not a signatory hereto is needed to bind Tenant to the terms and provisions of this Fourth Amendment.
14. Each of Landlord and Tenant represents and warrants to the other that (a) it has the requisite power and authority to enter into and be bound by all of the terms and conditions of this Fourth Amendment; (b) the execution and delivery of this Fourth Amendment by he, she or it has been duly authorized by all requisite action(s); and (c) each individual and entity executing this Fourth Amendment has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Fourth Amendment to the terms hereof.
  15. Except as specifically modified herein, all other terms, conditions and covenants of the Lease shall remain unmodified and in full force and effect. In the event that any term of this Fourth Amendment shall be inconsistent or in conflict with the terms of the Lease, the terms of this Fourth Amendment shall control.
  16. This Fourth Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Signatures to this Fourth Amendment transmitted via e-mail by PDF or other electronic format shall constitute original signatures and shall be binding on Landlord and Tenant.
  17. This Fourth Amendment shall be binding upon the parties hereto and their respective successors and assigns.

*[Signatures appear on the following page.]*



IN WITNESS WHEREOF, Landlord and Tenant have caused this Fourth Amendment to be executed as of the Fourth Amendment Effective Date.

**LANDLORD: URSTADT BIDDLE PROPERTIES INC.**

By: \_\_\_\_\_  
Name: Willing L. Biddle  
Title: President

**TENANT: COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Authorized by the Board of Acquisition and Contract of the County of Westchester on the \_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form  
and manner of execution

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
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ACKNOWLEDGMENT

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: \_\_\_\_\_

\_\_\_\_\_

Notary Public

RPL § 309-a; NY CPLR § 4538

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, Willing L. Biddle,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ President \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ Urstadt Biddle Properties Inc. \_\_\_\_\_  
(Name of Corporation)

a corporation duly organized and in good standing under the Maryland General Corporation Law  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that I, Willing L. Biddle,  
(Person executing agreement)

signed said agreement on behalf of Urstadt Biddle Properties Inc.  
(Name of Corporation)

was, at the time of execution \_\_\_\_\_ President \_\_\_\_\_  
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation  
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full  
force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF Connecticut            )  
  ) ss.: Greenwich  
COUNTY OF Fairfield            )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, a  
Notary Public in and for said State, **Willing L. Biddle** personally appeared, personally known to  
me or proved to me on the basis of satisfactory evidence to be the officer described in and who  
executed the above certificate, who being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_, and he/she is an officer of said  
corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation,  
and that he/she signed his/her name thereto pursuant to such authority.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## SCHEDULE A

### LANDLORD'S WORK

#### EXTERIOR:

1. Repair knee wall along the 100 linear feet of Demised Premises, with sheetrock replaced, taped and painted.  
Replace the front windows and glass in entry doors of the Demised Premises.

#### INTERIOR:

1. Replace VCT Flooring throughout Classrooms 1, 2 and 7.
2. Replace carpet in student lounge, reception area and staff offices with Landlord's building standard carpeting.
3. Install automatic sensors in restroom sinks.
4. Remove existing wallpaper in main hallways, repair sheetrock and paint walls.