

LOCAL LAW INTRO NO. ____-2021

A LOCAL LAW authorizing the County of Westchester to amend a lease agreement with the Village of Mount Kisco, dated July 13, 2017, for real property owned by the Village and located at Mountain Avenue to permit the installation, operation and maintenance of additional equipment by the County, including radio transmission lines and supporting hardware, to connect the County's radio equipment to the Village antenna and Village transmission line and supporting hardware located on the Property.

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 amend the lease agreement with the Village of Mount Kisco (the "Village"), dated July 13, 2017, pursuant to which the County leases a portion of real property owned by the Village and located at Mountain Avenue (the "Property") to permit the installation, operation and maintenance of additional equipment by the County, including radio transmission lines and supporting hardware, to connect the County's radio equipment to the Village antenna and Village transmission line and supporting hardware located on the Property, and similar to the form of agreement annexed hereto and made a part hereof.

§2. The lease amendment shall also provide that, at the expiration or termination of the Lease Agreement, the shared mast, the antennas on the shared mast (e.g., the Village antenna and the County antenna) and the Village and County transmission lines shall not be removed from the Property, and ownership of such equipment shall pass to the Village.

§3. Except as modified herein, all terms, covenants and conditions of the Lease Agreement shall continue in full force and effect.

§4. The County Executive or his authorized designee is hereby authorized and empowered to execute any and all instruments and to take all actions necessary and appropriate to effectuate the purposes hereof.

§5. This Local Law shall take effect immediately.

This **FIRST AMENDMENT** to the Lease Agreement (the "First Amendment") made this _____ day of _____, 2021, by and between:

THE VILLAGE OF MOUNT KISCO, a municipal corporation of the State of New York, having an office and place of business located at 104 Main Street, Mount Kisco, New York 10549 (hereinafter referred to as the "Village" or "Lessor"),

and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County" or "Lessee"),

(The "Lessor" and "Lessee" may be referred to collectively as the "Parties" or individually as a "Party.")

WITNESSETH:

WHEREAS, the Village is the owner of real property located at Mountain Avenue, Village of Mount Kisco, New York and further identified on the assessment roll of the Village of Mount Kisco as Section 69.56, Block 4, Lot 7 (the "Site"); and

WHEREAS, on or about June 16, 2015, the County and the Village entered into an agreement whereby the County agreed to provide additional general police services to the Village (the "Police Services Agreement"); and

WHEREAS, on July 13, 2017, the County and the Village entered into a lease agreement wherein the Village leased space at the Site to the County and granted to the County the right to install and operate radio communications and other equipment at the Site pursuant to the terms of the Police Services Agreement in order to make radio communications in the Village and the surrounding area more seamless (the "Lease Agreement"); and

WHEREAS, the complete dual feed assembly consisting of the Village antenna on the shared mast with the County antenna is identified in Schedule "A" of the Lease as being a Comprod 882-70/872-70TM, with the 882-70 component of the assembly being the Village antenna (the "Village Antenna") and the 872-70 component of the assembly being the County antenna (the "County Antenna"), and with each of the antennas being connected to its own 1/2" transmission line (the "Village Transmission Line" and the "County Transmission Line" respectively); and

WHEREAS, on November 4, 2020, the County and the Village entered into a license agreement wherein the Village granted to the County a license to disconnect the Village Antenna and Village Transmission Line from the Village radio equipment and connect the County radio equipment to the Village Antenna and Village Transmission Line in order to provide backup radio coverage in the Village for the County police servicing the Village; and

WHEREAS, the County currently utilizes and operates its radio equipment and the Village Antenna and Village Transmission Line at the Site in order to provide radio coverage for County police servicing the Village; and

WHEREAS, the Parties wish to amend the Lease Agreement to include the County's use of the Village Antenna and Village Transmission Line as set forth herein.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties agree as follows:

1. Section 1 of the Lease Agreement is amended by deleting the following phrase from the second sentence:

“and (v) install a backup power generator to be situated on a concrete pad (collectively the “Equipment”).”

And insert in its place the following:

“(v) install a backup power generator to be situated on a concrete pad, and (vi) install equipment, including radio transmission lines and supporting hardware, to connect the County radio equipment to the Village Antenna and Village Transmission Lines, and supporting hardware (collectively the “Equipment”).”

2. Section 1 of the Lease Agreement is amended by inserting the following sentence at the end of the Section 1.

“The Village acknowledges and agrees that while the County utilizes the Village Antenna and Village Transmission Line for the purpose of operating the Equipment, the Village will not be able to utilize the Village Antenna or Village Transmission Line for any purpose.”

3. Section 8 of the Lease Agreement is amended by deleting the first two paragraphs in Section 8 and inserting the following in their place:

8. REMOVAL OF EQUIPEMENT: All Equipment, except the Village Antenna and the Village Transmission Line, shall remain the County's property during the Lease.

Upon expiration or termination of the Lease, all Equipment, except the shared mast, the antennas on the shared mast (e.g., the Village Antenna and County Antenna), the Village Transmission Line and the County Transmission Line, shall be removed from the site in accordance with this Section 8.

Upon expiration or termination of the Lease, ownership of the shared mast, the antennas on the shared mast (e.g., the Village Antenna and County Antenna), the Village Transmission Line and the County Transmission Line shall pass to and vest in the Village.

Within ninety (90) days of the expiration or termination of this Lease, the County may, in its sole discretion and at its sole cost and expense, remove all of the Equipment, except the County shared mast, the antennas on the shared mast (e.g., the Village Antenna and County Antenna), the Village Transmission Line and the County Transmission Line. Any Equipment or other property not removed by the County shall be deemed to be abandoned and may be removed and disposed of by the Lessor, at the County's expense.

4. Except as modified herein, all terms, covenants and conditions of the Lease Agreement shall continue in full force and effect.

5. This First Amendment may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6. This First Amendment Agreement shall not be enforceable until signed by both Parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year first above written.

THE VILLAGE OF MOUNT KISCO

By: _____
Name: _____
Title: _____

THE COUNTY OF WESTCHESTER

By: _____
Name: _____
Title: _____

Approved on the _____ day of _____, 2021 by the County Board of Legislators by Local Law No. _____.

Authorized and approved by Resolution of the Board of Acquisition and Contract of the County of Westchester at a meeting duly held on the _____ day of _____ 2021.

Authorized and approved by the Village Board of the Village of Mount Kisco at a meeting duly held on the _____ day of _____, 2021.

Approved:

Associate County Attorney
County of Westchester
Legal Files/noe/doit/mountain avenue/lease amendment