


July 21, 2025

TO: Hon. Vedat Gashi, Chair  
Hon. Jose Alvarado, Vice Chair  
Hon. Tyrae Woodson-Samuels, Majority Leader  
Hon. Margaret Cunzio, Minority Leader

FROM: Kenneth W. Jenkins   
County Executive

RE: **Message Requesting Immediate Consideration: Local Law – Lease Agreement with Hudson View Building #3 LLC for 28 Wells Avenue, Yonkers.**

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This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators July 21, 2025 Agenda.

Transmitted herewith for your consideration is a proposed Local Law, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through the Westchester County Community College ("College"), part of the State University of New York ("SUNY") system, to enter into a lease agreement ("Lease") with Hudson View Building #3 LLC.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for July 21, 2025 "blue sheet" calendar.

Thank you for your prompt attention to this matter.



**Kenneth W. Jenkins**  
County Executive

July 11, 2025

Westchester County Board of Legislators  
800 Michaelian Office Building  
White Plains, New York 10601

Dear Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration is a proposed Local Law, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through the Westchester County Community College ("College"), part of the State University of New York ("SUNY") system, to enter into a lease agreement ("Lease") with Hudson View Building #3 LLC (the "Landlord") in order to lease approximately 44,000 square feet of space on the first floor, third floor, fifth floor and sixth floor of the building known as Building #3 ("Building") located at 28 Wells Avenue, Yonkers, New York (collectively the "Leased Premises" or "Premises"). The Landlord shall also provide a dedicated street level entrance on the 1<sup>st</sup> floor, and 49 dedicated parking spaces ("Parking Spaces") as well as one additional reserved parking space located adjacent to the College's lobby entrance ("Exclusive Parking Space"), at no additional cost. The College shall have the right at any time to lease an additional 2,000 square feet of storage space, located below grade, at \$10.00 per square foot. The College will have 24 x 7 access to the Premises, the Parking Area and the Exclusive Parking Space. The College shall have the right to install security systems, provided that it supplies the Landlord with the necessary keys and security codes to permit entry in the event of an emergency endangering life or property.

The Leased Premises will be occupied by the College for the continued operation of the SUNY Westchester Educational Opportunity Center ("EOC"), replacing space currently leased by the College at 20 South Broadway, Yonkers, New York. The EOC provides tuition-free academic and vocational training, college preparation, and workforce preparation programs and services to adults who meet income and education eligibility guidelines to help them obtain the skills and credentials they need to pursue higher education and/or to secure career-oriented employment.

The initial term of the Lease will be for eleven (11) years (the "Initial Term"), with the College having the option to extend the Initial Term by two (2) additional five year periods (individually, the "First Renewal Term" and "Second Renewal Term" and collectively, the "Renewal Terms"), upon at least nine (9) months advance written notice to the Landlord. The Initial Term of the Lease will commence upon "Substantial Completion" of Landlord's renovation work to the Premises ("Landlord's Work"), which is estimated to occur on or before July 1, 2026 ("Lease

Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914)995-2900

E-mail: [ceo@westchestercountyny.gov](mailto:ceo@westchestercountyny.gov)

Commencement Date"). Substantial Completion of the Landlord's Work will occur on the earlier of (i) the date of issuance of the certificate of occupancy and satisfaction of all conditions set forth in the work letter attached to the Lease as Exhibit E ("Work Letter"); or (ii) the date the College occupies any portion of the Leased Premises. The Landlord shall give the College at least thirty (30) days' advance written notice of the expected date of Substantial Completion.

The Landlord will perform certain renovation work ("Landlord's Work") before the Lease Commencement Date, comprised, among other things, of the following:

- (i) renovating/converting 15,000 square feet of space on the third floor, commonly known as "warehouse space," into office space, and preparing the Leased Premises with all "above the ceiling" infrastructure, including heating ventilation and air conditioning (HVAC), in accordance with the County's air standards, and electrical and lighting equipment and all other systems necessary for the permitted use ("Base Building Work"), at Landlord's sole cost and expense, and
- (ii) certain interior leasehold improvements ("Initial Tenant Work"), at the College's sole cost and expense, with SUNY funds, all in accordance with Initial Work Plans and the Work Letter annexed to the Lease.

In addition to the Initial Tenant Work, at the College's cost and expense, the College will install its own furniture, fixtures and equipment, including telephone, telecommunications and security systems and equipment, at its sole cost and expense, with SUNY funds. The College will be permitted access to the Leased Premises to install such equipment, in coordination with the Base Building Work and the Initial Tenant Work, prior to the Lease Commencement Date.

The Landlord shall exercise commercially reasonable efforts to deliver the Leased Premises in good operating order by July 1, 2026. Subject to force majeure events or any College delay, in the event the Landlord does not deliver the Leased Premises or a portion thereof by July 1, 2026, for any cause whatsoever, Landlord shall pay a rent credit equal to two (2) gross days for each day of delay following July 1, 2026. In the event the Landlord does not deliver the Leased Premises within one (1) year from execution of the Lease, as such one year period may be extended due to force majeure events or a College delay, the College will have the right to either terminate the Lease or complete the Landlord's Work, at Landlord's expense, without any further liability.

The fixed basic rent for the Initial Term will be an annual amount of \$1,000,000.00, payable in equal monthly installments of \$83,333.34, with SUNY funds, to commence on the first day of the first month following the Lease Commencement Date ("Rent Commencement Date"). Rent during the Initial Term will increase annually on the anniversary of the Rent Commencement Date by 2.5% over the annual rent paid for the immediately preceding year. In addition, the Landlord has agreed to give the College three (3) months rent abatement in the third (3<sup>rd</sup>) and six (6<sup>th</sup>) lease years, for a total of six (6) months rent abatement, to occur only during the months of October, November and December of said third (3<sup>rd</sup>) and six (6<sup>th</sup>) lease years. The rent for the Renewal

Terms will be the lesser of (i) the fair market rental value of the Premises for comparable space on comparable renewal terms and conditions in the Southern Westchester County, New York commercial rental market and taking into account all customary and relevant market factors, to be determined by an independent "Qualified Appraiser" selected by the parties; or (ii) 2.5% over the immediately preceding year.

Furthermore, I have been advised that the College will also pay as additional rent its proportionate share, e.g., 29%, of taxes or Building operating costs in excess of the taxes or Building operating costs for the Base Tax Year, which is the first year following the year in which the Landlord's Work is completed and the Building fully assessed (estimated to be base year 2026), as well as utility costs, to be paid on a monthly basis when rent is due. In addition, the College is responsible to clean the Leased Premises, at its own cost and expense.

Landlord will maintain an on-site property management team which will manage, maintain and operate the Building consistent with a "Class A Building" in Yonkers, New York, including maintaining all utilities and systems, including heat and air conditioning, water, electricity, sewer and gas in good operation condition and providing all services, including, but not limited to, elevator, security services (including 24/7 personnel, exterior cameras, and provide individual card-key lock systems) and cleaning services in the Common Areas.

In addition to the Local law, please also find attached, a Resolution authorizing a Public Hearing as required by §209.141(4) of the Laws of Westchester County.

Based upon the foregoing, I believe that the proposed Lease is in the best interests of the County. Therefore, I recommend the favorable action of your Honorable Board on the annexed proposed legislation.

Very truly yours,

A handwritten signature in black ink, appearing to read 'KWJ', with a long, sweeping horizontal line extending to the right.

Kenneth W. Jenkins  
Westchester County Executive

KWJ/SA/cmc



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

Your Committee is in receipt of a communication from the County Executive recommending this Honorable Board adopt a Local Law to authorize the County of Westchester (the “County”), acting by and through the Westchester County Community College (“College”), part of the State University of New York (“SUNY”) system, to enter into a lease agreement (“Lease”) with Hudson View Building #3 LLC (the “Landlord”) in order to lease approximately 44,000 square feet of space on the first floor, third floor, fifth floor and sixth floor of the building known as Building #3 (“Building”) located at 28 Wells Avenue, Yonkers, New York (collectively the “Leased Premises” or “Premises”). The Landlord shall also provide a dedicated street level entrance on the 1<sup>st</sup> floor, and 49 dedicated parking spaces (“Parking Spaces”) as well as one additional reserved parking space located adjacent to the College’s lobby entrance (“Exclusive Parking Space”), at no additional cost. The College shall have the right at any time to lease an additional 2,000 square feet of storage space, located below grade, at \$10.00 per square feet. The College will have 24 x 7 access to the Premises, the Parking Area and the Exclusive Parking Space. The College shall have the right to install security systems, provided that it supplies the Landlord with the necessary keys and security codes to permit entry in the event of an emergency endangering life or property.

Your Committee is advised that the Leased Premises will be occupied by the College for the continued operation of the SUNY Westchester Educational Opportunity Center (“EOC”), replacing space currently leased by the College at 20 South Broadway, Yonkers, New York. The EOC provides tuition-free academic and vocational training, college preparation, and workforce preparation programs and services to adults who meet income and education eligibility guidelines to help them obtain the skills and credentials they need to pursue higher education and/or to secure career-oriented employment.

Your Committee is advised that the initial term of the Lease will be for eleven (11) years (the “Initial Term”), with the College having the option to extend the Initial Term by two (2) additional five year periods (individually, the “First Renewal Term” and “Second Renewal Term”

and collectively, the “Renewal Terms”), upon at least nine (9) months advance written notice to the Landlord. The Initial Term of the Lease will commence upon “Substantial Completion” of Landlord’s renovation work to the Premises (“Landlord’s Work”) which is expected to occur on or before July 1, 2026 (“Lease Commencement Date”). Substantial Completion of the Landlord’s Work will occur on the earlier of (i) the date of issuance of the certificate of occupancy and satisfaction of all conditions set forth in the work letter attached to the Lease as Exhibit E (“Work Letter”); or (ii) the date the College occupies any portion of the Leased Premises. The Landlord shall give the College at least thirty (30) days’ advance written notice of the expected date of Substantial Completion.

Your Committee is also advised that the Landlord will perform certain renovation work (“Landlord’s Work”) before the Lease Commencement Date, comprised, among other things, of the following:

- (i) renovating/converting 15,000 square feet of space on the third floor, commonly known as “warehouse space,” into office space, and preparing the Leased Premises with all “above the ceiling” infrastructure, including heating ventilation and air conditioning (HVAC), in accordance with the County’s air standards, and electrical and lighting equipment and all other systems necessary for the permitted use (“Base Building Work”), at Landlord’s sole cost and expense, and
- (ii) certain interior leasehold improvements (“Initial Tenant Work”), at the College’s sole cost and expense, with SUNY funds, all in accordance with Initial Work Plans and the Work Letter annexed to the Lease.

In addition to the Initial Tenant Work, at the College’s cost and expense, the College will install its own furniture, fixtures and equipment, including telephone, telecommunications and security systems and equipment, at its sole cost and expense, with SUNY funds. The College shall be permitted access to the Leased Premises to install such equipment, in coordination with the Base Building Work and the Initial Tenant Work, prior to the Lease Commencement Date.

Your Committee is also advised that, the Landlord shall exercise commercially reasonable efforts to deliver the Leased Premises in good operating order, by July 1, 2026. Subject to force majeure events or any College delay, in the event the Landlord does not deliver the Leased Premises or a portion thereof by July 1, 2026, for any cause whatsoever, Landlord shall pay a rent credit equal to two (2) gross days for each day of delay following July 1, 2026. In the event the

Landlord does not deliver the Leased Premises within one (1) year from execution of the Lease, as such one year period may be extended due to force majeure events or the College delay, the College will have the right to either terminate the Lease or complete the Landlord's Work, at Landlord's expense, without any further liability.

Your Committee is further advised that, that the fixed basic rent for the Initial Term will be an annual amount of \$1,000,000.00, payable in equal monthly installments of \$83,333.34, with SUNY funds, to commence on the first day of the first month following the Lease Commencement Date ("Rent Commencement Date"). Rent during the Initial Term will increase annually on the anniversary of the Rent Commencement Date by 2.5% over the annual rent paid for the immediately preceding year. In addition, the Landlord has agreed to give the College three (3) months rent abatement in the third (3<sup>rd</sup>) and six (6<sup>th</sup>) lease years of the Initial Term, for a total of six (6) months rent abatement, to occur only during the months of October, November and December of said third (3<sup>rd</sup>) and six (6<sup>th</sup>) lease years. The rent for the Renewal Terms will be the lesser of (i) the fair market rental value of the Premises for comparable space on comparable renewal terms and conditions in the Southern Westchester County, New York commercial rental market and taking into account all customary and relevant market factors, to be determined by an independent "Qualified Appraiser" selected by the parties; or (ii) 2.5% over the immediately preceding year.

Furthermore, your Committee is further advised that the College will also pay as additional rent its proportionate share, e.g., 29%, of taxes or Building operating costs in excess of the taxes or Building operating costs for the Base Tax Year, which is the first year following the year in which the Landlord's Work is completed and the Building fully assessed (estimated to be base year 2026), as well as utility costs, to be paid on a monthly basis when rent is due. In addition, the College is responsible to clean the Leased Premises, at its own cost and expense.

Your Committee is also advised that the Landlord will maintain an on-site property management team which will manage, maintain and operate the Building consistent with a "Class A Building" in Yonkers, New York, including maintaining all utilities and systems, including heat and air conditioning, water, electricity, sewer and gas in good operation condition and providing all services, including, but not limited to, elevator, security services (including 24/7 personnel,

exterior cameras, and provide individual card-key lock systems) and cleaning services in the Common Areas.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed Lease 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.

Your Committee is advised that pursuant to Section 104.11(5)(e) of the Laws of Westchester County, leases of the property of others for County purposes for terms exceeding ten (10) years may be made only by local law adopted by an affirmative vote of two-thirds of all members of the Board of Legislators. Prior to taking any action on the proposed Local Law, this Honorable Board must hold a public hearing pursuant to 209.141(4) of the Laws of Westchester County, and a resolution providing for the hearing is annexed hereto.

Upon careful consideration, your Committee finds the proposed Lease to be in the County’s best interests as it provides for an adequate space for the continued operation of the SUNY Westchester Educational Opportunity Center (“EOC”), which provides tuition-free academic and vocational training, college preparation, and workforce preparation programs and services to adults who meet income and education eligibility guidelines to help them obtain the skills and credentials they need to pursue higher education and/or to secure career-oriented employment.

Dated: , 2025

White Plains, New York

COMMITTEE ON



## FISCAL IMPACT STATEMENT

**SUBJECT: EOC Lease (Funded by SUNY)**

**X NO FISCAL IMPACT PROJECTED**

### OPERATING BUDGET IMPACT

**To Be Completed by Submitting Department and Reviewed by Budget**

**SECTION A - FUND**

## GENERAL FUND

☐ AIRPORT FUND

|                          |                        |
|--------------------------|------------------------|
| <input type="checkbox"/> | SPECIAL DISTRICTS FUND |
|--------------------------|------------------------|

## SECTION B - EXPENSES AND REVENUES

**Total Current Year Expense** \$ -

|                                   |           |          |
|-----------------------------------|-----------|----------|
| <b>Total Current Year Revenue</b> | <b>\$</b> | <b>-</b> |
|-----------------------------------|-----------|----------|

**Source of Funds (check one):** ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations☐ Other (explain)

**Identify Accounts:** EOC is funded by SUNY

**Potential Related Operating Budget Expenses:**

Annual Amount

**Describe:** \_\_\_\_\_

**Potential Related Operating Budget Revenues:**

Annual Amount

**Describe:** \_\_\_\_\_

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

**Current Year:** No Operating Impact

**Next Four Years:**

**Prepared by:** Dawn Gillins

**Title:** Acting Vice President/CFO

**Department:** WCC


**Date:** July 9, 2025

Reviewed By:

**Budget Director**

Date: 7/16/25

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

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

DATE: July 10, 2025

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF  
28 WELLS AVENUE, YONKERS FOR WESTCHESTER EDUCATIONAL  
OPPORTUNITY CENTER**

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**PROJECT/ACTION:** A lease agreement for approximately 44,000 square feet of space in Building #3 at iPark Hudson, located at 28 Wells Avenue in Yonkers, for use by the Westchester Community College to operate the Westchester Educational Opportunity Center, which is being relocated from 20 South Broadway in Yonkers. The lease agreement includes a number of dedicated parking spaces and provides for the landlord to perform the necessary internal renovations and HVAC improvements required for the intended use. The term of the lease will be eleven years with two 5-year extension options.

**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)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

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**COMMENTS:** None.

DSK/cnm

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

**- 2025**

The public hearing will be held at \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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.

## White Plains, New York