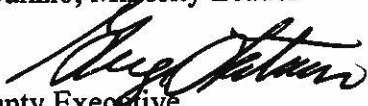


March 13, 2024

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

FROM: George Latimer   
Westchester County Executive

RE: **Message Requesting Immediate Consideration: Local Law – Amend  
Lease Agreement with Port Chester Gateway LLC.**

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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 March 18, 2024 Agenda.

Transmitted herewith for your consideration and approval is a proposed Local Law, which, if adopted by your Honorable Board, would authorize the County of Westchester (the “County”), acting by and through its Department of Public Works and Transportation, to amend its lease agreement (the “Lease”) with Port Chester Gateway LLC (the “Landlord”).

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for March 18, 2024 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



**George Latimer**  
**County Executive**

March 7, 2024

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 and approval is a proposed Local Law, which, if adopted by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Public Works and Transportation, to amend its lease agreement (the "Lease") with Port Chester Gateway LLC (the "Landlord"), pursuant to which the County leases approximately 1,680 square feet of space on the first floor of the building located at 55 S. Main Street, Port Chester, New York 10573, commonly known as "One Gateway Plaza" (the "Leased Premises"), for a term of five (5) years, which commenced on June 1, 2019 and expires on May 31, 2024, in order to, among other things, extend the initial term of the Agreement for a term of five (5) years, commencing on June 1, 2024 and expiring on May 31, 2029, with the County having the option, at its sole discretion, to further extend the term of the Lease for an additional term of five (5) years, commencing on June 1, 2029 and expiring on May 31, 2034, for a term under the Lease of fifteen (15) years total (the "First Amendment").

On August 1, 2019, the Board of Acquisition and Contract authorized the County to enter into the Lease for a term of five (5) years, commencing on June 1, 2019 and expiring on May 31, 2024 (the "Initial Term"). The Lease was duly executed on or about November 5, 2019. Pursuant to Section 104.11(5)(e) of the Laws of Westchester County, however, leases of the property of others for County purposes for terms exceeding ten years may be made only by local law. As the proposed First Amendment may extend the term of the Lease beyond the authority of the Board of Acquisition and Contract, it is necessary for your Honorable Board to authorize the proposed First Amendment.

Under the proposed First Amendment, the County will, among other things, extend the Initial Term of the Lease for an additional term of five (5) years, commencing on June 1, 2024 and expiring on May 31, 2029 ("First Renewal Term"), with the County having the option, at its sole discretion, to further extend the term of the Lease for an additional term of five (5) years, commencing on June 1, 2029 and expiring on May 31, 2034 ("Second Renewal Term"), for a term under the Lease of fifteen (15) years total.

Office of the County Executive  
Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone : (914)995-2900

Email : [CE@westchestercountyny.gov](mailto:CE@westchestercountyny.gov)

Pursuant to the First Amendment, the Base Rent for the first year of the First Renewal Term will remain the same as the Base Rent for the last year of the Initial Term. Thereafter, the Base Rent will increase annually by three percent (3%) each year during the term of the proposed First Amendment, as set forth below:

During the First Renewal Term, the Annual Base Rent and Monthly Base Rent for the Leased Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/24 to 5/31/25	\$45,360.00	\$3,780.00
6/1/25 to 5/31/26	\$46,720.80	\$3,893.40
6/1/26 to 5/31/27	\$48,122.42	\$4,010.20
6/1/27 to 5/31/28	\$49,566.10	\$4,130.51
6/1/28 to 5/31/29	\$51,053.08	\$4,254.42

If the County exercises its option to further extend the term of the Lease, the Annual Base Rent and Monthly Base Rent for the Leased Premises during the Second Renewal Term shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/29 to 5/31/30	\$52,584.67	\$4,382.06
6/1/30 to 5/31/31	\$54,162.21	\$4,513.52
6/1/31 to 5/31/32	\$55,787.08	\$4,648.92
6/1/32 to 5/31/33	\$57,460.69	\$4,788.39
6/1/33 to 5/31/34	\$59,184.51	\$4,932.04

In addition, under the proposed First Amendment, the County will continue to pay annually, during the term of the First Amendment, its proportionate share of Landlord’s operating costs, which covers operating and service expenses associated with the County’s use of the Leased Premises during the term of the proposed First Amendment.

In consideration for the extension of the term under the First Amendment, the Landlord will complete the following work, during non-business hours, on a mutually agreeable work schedule, no later than six (6) months after the commencement of the First Renewal Term, at no cost to the County:

- (i) repaint all offices, including the server and storage rooms;
- (ii) replace the water fountain with a small hand-washing sink; and
- (iii) use its best efforts to install soundproofing between the Leased Premises and the adjacent space being used by a dental office.

As additional consideration, the Landlord will also provide the following additional services during the term of the proposed First Amendment, at no cost to the County:

- (i) service the dehumidifiers at the Leased Premises on a monthly basis; and
- (ii) make warm/hot water available to the Leased Premises.

In addition, pursuant to the proposed First Amendment, the Landlord will now be responsible for any extermination services needed at the Leased Premises. Furthermore, the Landlord will use its

best efforts to provide the County with the right to park an additional compact car in a third assigned parking space ("Third Assigned On-Site Space"). If the Landlord fails to provide the County with the Third Assigned On-Site Space, the number of unassigned parking spaces in the MTA parking garage ("Off-Site Spaces") will be increased by one (1), for a total of four (4) Off-Site Spaces under the Lease.

The Leased Premises are occupied by the Westchester County's Department of Health, for the Women, Infant and Children Nutrition Services ("WIC") Program. The public purpose of the Lease and the proposed First Amendment is to continue to provide for the continuance of the operation of the essential WIC Program.

Prior to taking any action on the proposed Local Law, your 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.

I believe this proposed First Amendment is in the County's best interests, and I urge approval of the attached Local Law.

Very truly yours,



George Latimer  
County Executive

GL/HG/cmc  
Attachment

**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 by your Honorable Board, would authorize the County of Westchester (the “County”) acting by and through its Department of Public Works and Transportation, to amend the lease agreement (the “Lease”) with Port Chester Gateway LLC (the “Landlord”), for the leasing by the County of 1,680 square feet of space on the first floor of the building located at 55 S. Main Street, Port Chester, New York 10573, commonly known as the “One Gateway Plaza” (the “Leased Premises”), for a term of five (5) years, which commenced on June 1, 2019 and expires on May 31, 2024, in order to, among other things, extend the initial term of the Agreement for an additional term of five (5) years, commencing on June 1, 2024 and expiring on May 31, 2029, with the County having the option, at its sole discretion, to further extend the term of the Lease for an additional term of five (5) years, commencing on June 1, 2029 and expiring on May 31, 2034, for a term under the Lease of fifteen (15) years total (the “First Amendment”).

Your Committee is advised that on August 1, 2019, the Board of Acquisition and Contract authorized the County to enter into the Lease for a term of five (5) years, commencing on June 1, 2019 and expiring on May 31, 2024 (the “Initial Term”). The Lease was duly executed on or about November 5, 2019. Pursuant to Section 104.11(5)(e) of the Laws of Westchester County, however, leases of the property of others for County purposes for terms exceeding ten years may be made only by local law. As the proposed First Amendment may extend the term of the Lease beyond the authority of the Board of Acquisition and Contract, it is necessary for your Honorable Board to authorize the proposed First Amendment.

Your Committee is also advised that under the proposed First Amendment, the County will, among other things, extend the Initial Term of the Lease for a term of five (5) years, commencing on June 1, 2024 and expiring on May 31, 2029 (“First Renewal Term”), with the County having the option, at its sole discretion, to further extend the term of the Lease for an

additional term of five (5) years, commencing on June 1, 2029 and expiring on May 31, 2034 (“Second Renewal Term”), for a term under the Lease of fifteen (15) years total.

Pursuant to the First Amendment, the Base Rent for the first year of the First Renewal Term will remain the same as the Base Rent for the last year of the Initial Term. Thereafter, the Base Rent will increase annually by three percent (3%) each year during the term of the proposed First Amendment, as set forth below:

During the First Renewal Term, the Annual Base Rent and Monthly Base Rent for the Leased Premises shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/24 to 5/31/25	\$45,360.00	\$3,780.00
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6/1/27 to 5/31/28	\$49,566.10	\$4,130.51
6/1/28 to 5/31/29	\$51,053.08	\$4,254.42

If the County exercises its option to further extend the term of the Lease, the Annual Base Rent and Monthly Base Rent for the Leased Premises during the Second Renewal Term shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
6/1/29 to 5/31/30	\$52,584.67	\$4,382.06
6/1/30 to 5/31/31	\$54,162.21	\$4,513.52
6/1/31 to 5/31/32	\$55,787.08	\$4,648.92
6/1/32 to 5/31/33	\$57,460.69	\$4,788.39
6/1/33 to 5/31/34	\$59,184.51	\$4,932.04

Your Committee is further advised that, under the proposed First Amendment, the County will continue to pay annually, during the term of the First Amendment, its proportionate share of Landlord’s operating costs, which covers operating and service expenses associated with the County’s use of the Leased Premises during the term of the proposed First Amendment.

Your Committed is advised that in consideration for the extension of the term under the First Amendment, the Landlord will complete the following work, during non-business hours, on a

mutually agreeable work schedule, no later than six (6) months after the commencement of the First Renewal Term, at no cost to the County

- (i) repaint all offices, including the server and storage rooms;
- (ii) replace the water fountain with a small hand-washing sink; and
- (iii) use its best efforts to install soundproofing between the Leased Premises and the adjacent space being used by a dental office.

Your Committee is further advised that as additional consideration, the Landlord will also provide the following additional services during the term of the proposed First Amendment, at no cost to the County:

- (i) service the dehumidifiers at the Leased Premises on a monthly basis; and
- (ii) make warm/hot water available to the Leased Premises.

Your Committee is further advised that, pursuant to the proposed First Amendment, the Landlord will now be responsible for any extermination services needed at the Leased Premises. Furthermore, the Landlord will use its best efforts to provide the County with the right to park an additional compact car in a third Assigned On-Site Space ("Third Assigned On-Site Space"). If the Landlord fails to provide the County with the Third Assigned On-Site Space, the number of unassigned parking spaces in the MTA parking garage ("Off-Site Spaces") will be increased by one (1), for a total of four (4) Off-Site Spaces under the Lease.

Your Committee is also advised that the Leased Premises are occupied by the Westchester County's Department of Health, for the Women, Infant and Children Nutrition Services ("WIC") Program. The public purpose of the Lease and the proposed First Amendment is to continue to provide for the continuance of the operation of the essential WIC Program.

The Department of Planning has advised your Committee that based on its review, the authorization of the proposed First Amendment may be classified as a Type "II" action pursuant to the State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617.5(c)(1) ("SEQR"). Therefore, no environmental review is required. Your Committee has reviewed the annexed SEQR documentation and concurs with this recommendation.

Prior to taking any action on the proposed Local Law, this 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 hereto.

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

Dated: \_\_\_\_\_, 2024  
White Plains, New York

COMMITTEE ON



# FISCAL IMPACT STATEMENT

SUBJECT: 1 Gateway Plaza Lease Renewal  NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND  AIRPORT FUND  SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 26,460

Total Current Year Revenue \$ -

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

Additional Appropriations  Other (explain)

Identify Accounts: 101-46-3300-3343-4320-GGDS

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: \_\_\_\_\_

Next Four Years: The Operating expenses for this lease extension are: \$46,153.80 (2025), \$47,538.41 (2026), \$48,964.57 (2027), \$50,433.50 (2028) and \$21,272.12 (2029).

Prepared by: Anthony Finateri

Title: Director of Administrative Services

Department: Public Works & Transportation


Date: February 20, 2024

Reviewed By: 

Budget Director

Date: 3/12/24

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

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

DATE: March 6, 2024

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR LEASE OF  
ONE GATEWAY PLAZA, PORT CHESTER**

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**PROJECT/ACTION:** Lease of approximately 1,680 square feet of office space at One Gateway Plaza, located at 55 South Main Street in Port Chester, for use by the County's Department of Health in connection with its Women, Infant and Children Nutrition Services (WIC) Program. The County has been leasing this space for this purpose since 2019. A local law is needed to allow the County to continue leasing this site beyond 5 years. The current authorization will allow the County to lease the space for 5 more years with an option to renew for an additional 5 years. The lease includes the use of several parking spaces as well as a short list of interior improvements to be undertaken by the landlord.

**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)(1):** maintenance or repair involving no substantial changes in an existing structure or facility; and
  - **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:** 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

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 amend the lease agreement with Port Chester Gateway LLC, in order to extend the term of the lease for an additional five (5) years commencing on June 1, 2024, with a County option to further extend the term of the lease for an additional five (5) years commencing on June 1, 2029.” The public hearing shall 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