

RESOLUTION NO. 2021 - 131

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. 2021 - 404 entitled "A LOCAL LAW authorizing the County of Westchester to enter into an amendment to an existing agreement with Urstadt Biddle Properties, Inc., to extend the term thereon for three (3) years and eight (8) months, 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 7:30 p.m. on the 20 day of September, 2021 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: _____, 2021
White Plains, New York

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 (“Fourth Amendment”) to an existing lease agreement (the “Lease”) dated October 27, 2000, with Urstadt Biddle Properties Inc. (the “Landlord”), as previously amended, , for a term which expired on December 31, 2020, for space #1A, consisting of approximately 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 of the Lease for an additional period of three (3) years and eight (8) months (“Second Extended Term”).. The Second Extended Term will be deemed to commence retroactively on January 1, 2021 and expire on August 31, 2024.

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 Fourth Amendment.

Pursuant to the Fourth Amendment, the County will 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

Your Committee is further advised that the County will 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 will 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 will 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 will 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, your Committee is advised that the Landlord will complete certain work, as described in Schedule "A" attached to the proposed Local Law, 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 will be completed within six (6) months after the execution of the proposed Fourth Amendment.

Furthermore, your Committee is advised that the WCC will 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, your Committee is advised that the Landlord will 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).

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

The Planning Department has advised that entering into the proposed Fourth Amendment constitutes a Type II action under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617, which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. Your Committee concurs with this conclusion.

Pursuant to Section 104.11.5.e of the County Charter, 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 (2/3) 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 Fourth Amendment to be in the County's best interests and recommends approval of the proposed Local Law.

Dated: *July 12*, 2021
White Plains, New York

COMMITTEE ON

Rep. Weber

Deputy Sachs

David J. Rubino
Margaret Stewart
[Signature]

K. J. Blum

DMVcmc/22 Rockledge Ave, Ossining Lease Extension.06.21.2021

[Signature]

Public Works / Transportation

Catherine Byrnes

Rep. Weber

Deputy Sachs

David J. Rubino
Margaret A. Cypio
[Signature]

[Signature]
[Signature]
[Signature]

Budget & Appropriations

FISCAL IMPACT STATEMENT

SUBJECT: Lease of 22 Rockledge Ave, Ossining 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 None -for 1st 8 months

Total Current Year Revenue Unknown

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

Additional Appropriations Other (explain)

Identify Accounts: WCC: 5432000

Potential Related Operating Budget Expenses: Annual Amount Unknown

Describe: Salaries & expenses for supplies, etc.

Potential Related Operating Budget Revenues: Annual Amount Unknown

Describe: tuition - amount unknown - depends on enrollment.

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

Current Year: WCC Fiscal Year ends 8/31/2021-negotiated free rent for the period 1/1/2021 through 8/31/2021.

Next Four Years: Lease terminates on 8/31/2024- Total rent for the period 9/1/2021-8/31/2024 is \$667,143.92 plus Commom Area Maintenance Charges (est. at \$100,000 per year)

Prepared by: Stewart Glass

Title: Director of Contracting & Procurement

Department: WCC - Purchasing

Date: June 21, 2021

Reviewed By: 
Budget Director

Date: 6/21/21

TO: Carla Chaves, Assistant County Attorney
Department of Law

FROM: David S. Kvinge, AICP, RLA, CFM
Director of Environmental Planning



DATE: June 22, 2021

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

PROJECT/ACTION: Amendment of a lease agreement for 22 Rockledge Avenue in the Village of Ossining, for use by the Westchester Community College, to extend the term for a few additional years. The amendment includes updated provisions for maintenance/repairs and minor renovations that are currently or anticipated to be needed during the course of the extended lease. 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, 2024.

With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:

- DOES NOT MEET THE DEFINITION OF AN “ACTION” AS DEFINED UNDER SECTION 617.2(b)**
- MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTIONS:**
- **617.5(c)(1):** maintenance or repair involving no substantial changes in an existing structure or facility.
 - **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.
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COMMENTS: None.

DSK/cnm

cc: Andrew Ferris, Chief of Staff
Paula Friedman, Assistant to the County Executive
David Vutera, Associate County Attorney
Norma Drummond, Commissioner
Claudia Maxwell, Associate Environmental Planner