

**LOCAL LAW NO. 2024 –**

**A LOCAL LAW** authorizing the County of Westchester to enter into an amendment to an existing agreement with REG-UB Properties, LLC, successor by merger to 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 five (5) years.

**NOW, THEREFORE, 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 enter into an amendment to an existing agreement (the “Lease”) with REG-UB Properties, LLC , as successor by merger to 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 five (5) years, deemed to commence on September 1, 2024 and expiring on August 31, 2029 (“Third 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>Months</u>	<u>Minimum Rent (Monthly)</u>	<u>Minimum Rent (Per Sq. ft. of the Premises per annum)</u>	<u>Minimum Rent (Annual)</u>
9/1/24 - 8/31/25	\$20,207.92	\$19.31	\$242,494.98
9/1/25 - 8/31/26	\$20,814.89	\$19.89	\$249,778.62
9/1/26 - 8/31/27	\$21,442.79	\$20.49	\$257,313.42
9/1/27 - 8/31/28	\$22,081.15	\$21.10	\$264,973.80
9/1/28 - 8/31/29	\$22,740.45	\$21.73	\$272,885.34

The County will continue to pay Minimum Rent and the County’s share of Common Area Maintenance Charges (as defined in the Lease) for the Third Extended Term, except that the

Common Area Maintenance Charges will not include the management fee in the calculation of the County's share of Common Area Maintenance Charges.

§3. The permitted use under the Lease has been restricted to permit WCC to use the Premises only for the operation of an educational facility associated with the State University of New York providing classroom instruction in various subjects and other educational related and/or community engagement uses, and for no other purpose.

§4. The Landlord will have a one-time right during the Third Extended Term, at any time and for any reason to relocate WCC to another space designated by Landlord within the Shopping Center or in Landlord's adjacent property known as the Arcadian Shopping Center (the "New Premises"), and such relocation right is in accordance with the following terms:

(a) Landlord shall give WCC at least ten (10) months' prior written notice of Landlord's intent to relocate WCC and WCC agrees to reasonably cooperate in good faith with Landlord in connection with such relocation, provided, that WCC shall only be obligated to relocate, and shall relocate, to the New Premises (i) during the months of July and August first occurring at least ten (10) months after the date on which such relocation notice has been given (the "Relocation Period") and (ii) on condition that Landlord has substantially completed all permanent improvements in the New Premises reasonably necessary for WCC to commence such relocation on or prior to July 2 of the Relocation Period;

(b) The dimensions, functionality and layout of the New Premises shall be reasonably adequate for the Permitted Use and the size of the New Premises shall not deviate by more or less than ten percent (10%) of the square footage of the Premises) unless Landlord and WCC otherwise agree in writing;

(c) Landlord shall install, at its own cost and expense, all reasonably necessary permanent improvements (as distinguished from WCC's personal property including furniture, fixtures and equipment which shall be reused in the New Premises to the extent reasonably practical) in the New Premises substantially similar or better than the permanent improvements in the Premises;

(d) Landlord shall pay WCC's reasonable moving costs;

(e) Landlord and WCC shall work in good faith to eliminate, and if not feasible, to limit any WCC's downtime to as short a duration of time as possible and such WCC's downtime to occur during non-business hours, if acceptable to the WCC;

(f) Indirect costs incurred by WCC as a result of the relocation, such as costs incurred in changing addresses on stationery, business cards, directories and advertising shall be reimbursed

to WCC in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) in total, upon presentation to Landlord of paid bills for the indirect costs;

(g) If the New Premises is smaller than the Premises, then monthly Minimum Rent shall be adjusted (but shall not be adjusted if the New Premises is larger than the Premises, provided, that WCC's Proportionate Share of Common Area Costs, Taxes and Insurance shall be adjusted, as of the date of delivery of the New Premises to WCC unless Landlord and WCC otherwise agree in writing ("New Rent Commencement Date"), based on the number of square feet in the New Premises (whether larger or smaller than the Premises); and

(h) Landlord and WCC shall promptly execute an amendment or modification to the Lease confirming the relocation of the Premises, any change in the monthly Minimum Rent, WCC's Proportionate Share of Common Area Costs, Taxes and Insurance, the New Rent Commencement Date and any other changes in the provisions of the Lease agreed upon by Landlord and Tenant.

In the event Landlord undertakes (or any designee, contract vendee and/ or other transferee (or potential designee, contract vendee and/or other transferee, any such person or entity, a "Landlord Transferee")) of Landlord's interest in the Shopping Center) a redevelopment or substantial renovation the Shopping Center, including, without limitation, any required or desired governmental, quasi-governmental and/or other approvals, authorizations, site plan and/or planning and/or zoning modifications and/or any other similar or related governmental, quasi-governmental and/or other approvals, authorizations, site plan and/or planning and/or zoning modifications (a "Redevelopment") at any time during the Third Extended Term, then each of (i) Landlord, and (ii) if, and only if, (A) Landlord does not offer New Premises to WCC for WCC's relocation that satisfies the conditions for such New Premises provided for in paragraph (IV) above (or are otherwise reasonably acceptable to WCC) and (B) Landlord and/or any Landlord Transferee(s) have obtained final, unappealable governmental approval of such Redevelopment and notified WCC thereof, WCC, may elect to terminate the Lease (as affected hereby) by giving the other party at least ten (10) months' prior written notice of such election ("Termination Notice"); provided, however, that, the termination date of this Lease (the "Termination Date") (a) shall be the August 31<sup>st</sup> first occurring ten (10) months after the date on which such Termination Notice has been given and (b) shall not be earlier than August 31, 2026. By way of example only, if Landlord gives WCC the Termination Notice on or prior to November 1, 2025, the Termination Date shall be August 31, 2026.

Additionally, the Landlord shall replace the exterior double doors opposite room 8, next to the Director's office.

Furthermore, if any governmental authority imposes any building energy reporting requirements (such as, without limitation, with respect to energy and water usage, greenhouse gas emissions or Energy Star® ratings) with respect to the Shopping Center or any portion thereof, the County shall reasonably cooperate with Landlord to ensure compliance with the energy program requirements, including, without limitation, providing information to facilitate compliance (such as information regarding utility providers and accounts for the Premises), and provide such information to Landlord, its designated agents or the applicable governmental agency or utility providers promptly following request and authorizes the delivery of any information required under such energy reporting requirements to Landlord, its designated agents, or the applicable governmental agency or utility providers, and the disclosure of such information, as required under the program. Landlord will have a right of entry onto the Premises to comply with the energy program. Landlord may include the reasonable cost of compliance with the Program (such as, without limitation, installation of meters, retaining of consultants and filing of necessary documents) in the Common Area Costs.

In addition, the parties shall waive trial by jury and shall further certify that (i) neither it nor its officers, directors or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. Tenant hereby agree to defend, indemnify, and hold harmless the Landlord from and against any and all claims, damages,

losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification. Should Tenant, during the Term, be designated an SDN, Landlord may, at its sole option, terminate the Lease, upon at least six (6) months' notice and the termination date shall be August 31 following the date of such termination notice.

**§5.** 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.

**§6.** This Local Law shall take effect immediately.