

LOCAL LAW INTRO NO's. 228, 233, 235 - 2022
RESOLUTION 200 - 2022

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

DRAFT
LEASE AGREEMENT
ON FILE

Your Committee is in receipt of a communication from the County Executive recommending approval of a legislative package which contains the following:

- i) a Local Law authorizing the County of Westchester (the "County") to terminate its 1982 lease with the New York Medical College ("NYMC") for the building known as Munger Pavilion and pursuant to the Laws of Westchester County ("LWC") Section 104.11(5)(b) simultaneously enter into a new lease agreement with NYMC for the Munger Pavilion and for approximately 17.58 acres of County-owned property located at the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York (the "Property") and authorize the demolition of the building known as Munger Pavilion and authorize NYMC to construct a new building in its place (the "Lease Agreement");
- ii) a Local Law amending LWC Section 104.11(5)(f) to provide the County with authority to lease the Property to NYMC for a term of ninety-nine (99) years, which exceeds the thirty (30) year limitation of lease terms set forth therein; and
- iii) a Local Law pursuant to LWC Section 104.11(5)(b) authorizing the County to amend three (3) existing building leases with NYMC for the buildings on the Grasslands Campus known as Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House, respectively (collectively the "Lease Amendments"), in order to (a) remove any obligations the County has to maintain the land surrounding those three (3) buildings as all of that land will be part of the Property that NYMC will be required to maintain pursuant to the terms of the Lease Agreement, and (b) add the land located beneath each of the three (3) buildings to their respective leases as they are currently solely building leases.

Copies of the proposed Lease Agreement and the three (3) Lease Amendments are transmitted herewith.

BACKGROUND:

Pursuant to Local Law No. 6-1981, your Honorable Board authorized the County to amend LWC Section 104.11(5)(f) to provide the County with authority to lease four (4) buildings to NYMC for a period up to sixty (60) years including options. Thereafter, pursuant to Local Law No. 1-1982, your Honorable Board authorized the County to enter into building leases with NYMC for four (4) buildings located on the Grasslands Campus known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, 3) Munger Pavilion, and 4) the Old Commissioner's House. Each lease was for a term of thirty (30) years with NYMC having the option to renew for an additional thirty (30) year term. Each lease was duly executed and NYMC in 2011 exercised its options to extend each lease for additional term of thirty (30) years, through January 28, 2042.

RENT AND TERMS OF THE LEASE:

Pursuant to the proposed ninety-nine (99) year Lease Agreement, the County shall lease the Property to NYMC, Munger Pavilion shall be demolished and NYMC shall construct a new building in its place (the "New Building"). For consideration of the Lease Agreement, NYMC shall pay the County, as rent, the sum of One Dollar (\$1.00) per year until the issuance of a temporary certificate of occupancy ("TCO") for the New Building. Thereafter, upon the date of issuance of the first TCO for the New Building and continuing for the next thirty (30) years of the Lease Agreement, NYMC shall pay the County, annually as rent, two and a half percent (2.5%) of gross revenue (as defined in Section 2.03 of the Lease Agreement) for the New Building. Commencing in lease year thirty-one (31) until the expiration or termination of the Lease Agreement, NYMC shall pay the County, annually as rent, four and a half percent (4.5%) of the gross revenue for the New Building. The Lease Agreement will be triple net with NYMC being solely responsible for all expenses, utilities and other monetary charges in connection with the Property, including, but not limited to, all maintenance and repairs of the Property, which the County is currently responsible for under the terms of the existing building leases. Pursuant to terms of the Lease Agreement, all plans and specifications for the New Building shall be subject to the joint review and approval by the Commissioners of Public Works & Transportation and Planning, and NYMC must complete construction of the New Building within five (5) years after the date that all approvals for the New Building have become final and unappealable.

NYMC shall also pay the County Thirty Thousand Three Hundred (\$30,300) Dollars annually for the first thirty (30) years of the Lease Agreement for use of approximately 1.93 acres of land located at the corner of Hammond House Road, which is part of the Property and which cannot be developed by NYMC and shall remain as open space. Also, NYMC will reimburse the County for fifty percent (50%) of the cost of the appraisal for the Property and for fifty percent (50%) of any future appraisals that may be required under the Lease Agreement.

Pursuant to the terms of the Lease Agreement, NYMC shall be required to continuously offer a graduate course of study in the health care field and must use the Property exclusively for the administration and operation of a duly licensed and accredited health sciences college or university including, but not limited to, a medical school, and for related educational, research, health, medical, paramedical, biomedical, health science, and/or dental purposes, including parking, room and board for students, administrators, faculty, residents and medical staff and related services. Any proposal by NYMC to use the Property for other purposes or to erect any other structures on the Property other than the New Building, shall be subject to both reasonable approval by the County Executive and approval by your Honorable Board, in its sole discretion.

Should NYMC seek to amend the permitted uses identified in the Lease to include market rate residential units, NYMC agrees that at least twenty percent (20%) of said units, if approved by the County, shall be affordable housing units that comply with the County's Affordable Housing program.

In addition, the County reserves the right to construct a portion of the Tarrytown-Kensico Trailway within the right-of-way of any County road without the prior approval of NYMC, and further, subject to reasonable approval by NYMC, the County has the right to improve the Property to create a portion of the Trailway. The County may improve other property owned by NYMC to create a portion of the Trailway, subject to NYMC's prior written approval.

Pursuant to the terms of the Lease Agreement, NYMC may assign the Lease in whole or part or sublet all or portion of the New Building without further County approval to: i) any Affiliate; ii) a Developer as that term is defined in Article 16 of the Lease Agreement for

construction and operation of the New Building; iii) to students, administrators, faculty, medical residents, or medical staff for housing purposes, iii) to physicians for use as professional offices; iv) to the Westchester Institute of Human Development for office space; and v) any other party for a sublease of up to 5,000 square feet of space in the New Building. All other assignments or sublets shall require approval of the County. The NYMC also has the right to assign the Lease without the County's consent to any domestic duly chartered and accredited college, university or other educational institution or not-for-profit corporation, into or with which Tenant may be merged or consolidated and to any educational institution which shall be an affiliate parent or successor to NYMC.

In addition, and pursuant to the terms of the proposed Lease Agreement, NYMC agrees that it shall ensure that all labor used to construct the New Building and all other related work to be performed pursuant to the proposed Lease Agreement shall be paid at a rate of at least Twenty Dollars (\$20.00) per hour, which minimum hourly wage shall be adjusted yearly by the percentage change in CPI over the immediately preceding calendar year. NYMC further agrees that it shall enter into contracts for at least Thirty-Six Million (\$36,000,000.00) Dollars ("Base Amount") pursuant to which either union labor (unionized building and construction trades) is utilized and/or prevailing wage rates are paid for the relevant trades in accordance with the Prevailing Wage Schedule for Westchester County published by the Bureau of Public Works for the New York State Department of Labor to construct the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease ("Wage Requirement").

The Wage Requirement shall be contingent upon the following occurring:

- (a) The County shall perform the demolition and remediation of Munger Pavilion at its sole cost and expense; and
- (b) The Westchester County Industrial Development Agency ("IDA") shall provide NYMC with a sales tax exemption and mortgage tax exemption (collectively, the "IDA Benefits") in connection with NYMC's construction of the New Building.

Additionally, the County may, at its sole cost and expense perform certain site work in connection with NYMC's construction of the New Building in the area immediately adjacent to the New Building. The County's site work shall be mutually agreed upon by the parties on a

future date, and may include: (1) Addressing Vosburgh Pavilion and Sunshine Cottage buildings to the extent impacted by demolition, remediation or site work such that these buildings can meet building code requirements; (2) Land clearing, grading and filling including demolition and removal of all existing foundations, underground tunnels, retaining walls, and impervious surfaces including the disposal of any fill/excavated materials; (3) Removal, relocation and/or upgrading impacted utilities within the subject area, including storm water management; (4) Modifying existing roadways and installation and/or repair of surrounding sidewalks, curbing, stairs, rails, pavement, lighting, or landscaping along roads surrounding the subject area; and (5) Construction of any required public spaces.

Furthermore, pursuant to the terms of the proposed Lease Agreement, the County and NYMC agree to, separately and in partnership with each other, pursue public investment in connection with the construction of the New Building and all other work related to construction of the New Building to be performed pursuant to the Lease Agreement. The public investment ("Public Investment") may include other Federal, New York State, County or local government financial assistance, but shall not include (i) any public, IDA, or Westchester County Local Development Corporation debt financing that NYMC receives and which NYMC is required to pay back, or (ii) the IDA Benefits and/or the County's costs for the work in Section 28.01(a).

Lastly, pursuant to the terms of the proposed Lease Agreement, the parties further agree that for every One Million (\$1,000,000.00) Dollars of Public Investment received by NYMC, the Base Amount of the Wage Requirement shall be increased by an additional Five Million (\$5,000,000.00) Dollars.

TERMS OF THE LEASE AMENDMENTS:

The current lease for Munger Pavilion shall be mutually terminated by the County and NYMC upon execution of the Lease Agreement. The leases for Sunshine Cottage, Vosburgh Pavilion, and the Old Commissioner's House shall remain in full force and effect for the duration of their respective terms, but will be amended in in order to: i) remove any obligations the County has to maintain the land surrounding each of those three (3) buildings as all of that land

will be part of the Property which NYMC will be required to maintain pursuant to the Lease Agreement; and ii) add the land located beneath each of the three (3) buildings to their respective leases.

ADDITIONAL CONDITIONS:

As your Honorable Board will recall, on December 30, 1998, the County and the Westchester County Health Care Corporation (“WCHCC”) entered into a Restated and Amended Lease Agreement (“Restated Lease”), affecting, among other things, the Grasslands Campus. Pursuant to Article XX, Section 20.2(a) of the Restated Lease, the WCHCC is vested with a right of first refusal in connection with the sale, lease, license or commercial arrangement of all or any portion of the Grasslands Campus which is not included within the premises leased to WCHCC, for which the County receives a bona fide written offer that the County desires to accept. The Property is subject to this provision. In accordance with Article XX of the Restated Lease, the proposed Lease Agreement shall be transmitted to WCHCC for its consideration.

SEQRA:

The Planning Department has advised that based on its review, the proposed lease is classified as an “Unlisted” action under the State Environmental Quality Review Act (“SEQRA”). A Resolution, along with a short Environmental Assessment Form prepared by the Planning Department, is attached to assist your Honorable Board in complying with SEQRA. Should your Honorable Board conclude that the proposed action will not have any significant impact on the environment; it must approve the Resolution adopting a Negative Declaration prior to enacting the proposed Local Laws.

PERMISSIVE REFERENDUM:

Your Committee has been advised that because the term of the proposed Lease Agreement exceeds the thirty (30) year limitation of terms contained in the LWC Section 104.11(5)(f), a Local Law amending Section 104.11(5)(f) is required. Your Committee has been further advised that pursuant the LWC Section 209.171(7), the attached Local Law amending LWC Section

104.11(5)(f) is subject to permissive referendum, because it changes a provision of law relating to the sale, exchange or leasing of County property. Consequently, the proposed Local Law amending LWC Section 104.11(5)(f) may not take effect until sixty (60) days after its adoption, assuming that within that time a petition protesting its adoption is not filed by the number of qualified electors required by law. Because the proposed Lease Agreement has a term longer than thirty (30) years, the Local Law approving the Lease Agreement cannot take effect until the effective date of the amendment to LWC Section 104.11(5)(f).

ACTION REQUIRED:

To summarize, three (3) Local Laws are being transmitted for your Honorable Board's consideration: (1) a Local Law amending Section 104.11(5)(f) because the proposed lease term exceeds the thirty (30) year limitation; (2) a Local Law authorizing the County to terminate its 1982 lease with NYMC for Munger Pavilion and pursuant to Section 104.11(5)(b) authorizing the County to enter into a new ninety-nine (99) year Lease Agreement with NYMC, and (3) a Local Law pursuant to Section 104.11(5)(b) authorizing the County to amend the 1982 lease agreements for a) Sunshine Cottage, b) Vosburgh Pavilion, and c) the Old Commissioner's House.

Your Committee has been advised that passage of the Local Law amending Section 104.11(5)(f) requires an affirmative vote of not less than a majority of the voting strength of your Honorable Board, that the Local Law authorizing the lease of the Premises pursuant to Section 104.11(5)(b) requires an affirmative vote of not less than two-thirds of the voting strength of your Honorable Board, and that the Local Law authorizing amendments to the three (3) lease agreements pursuant to Section 104.11(5)(b) requires an affirmative vote of not less than two-thirds of the voting strength of your Honorable Board.

As noted above, your Committee has been advised that if your Honorable Board agrees with this proposed transaction, then it should pass the SEQRA resolution first, the local law amending Section 104.11(5)(f) second, the Local Law approving the Lease Agreement pursuant to Section 104.11(5)(b) third, and the Local Law authorizing amendments to the three (3) lease agreements pursuant to Section 104.11(5)(b) fourth.

Also attached are four (4) Resolutions, one in connection with SEQRA, and one for each Local Law authorizing a Public Hearing as required by §209.141(4) of the Westchester County Administrative Code.

Your Committee believes that the leasing of this Property to NYMC for the creation of a campus and construction of a new building to replace Munger Pavilion will be of great benefit to the County of Westchester. Therefore, your Committee recommends the favorable action of your Honorable Board on the annexed proposed legislation.

Dated: *October 17th*, 2022
White Plains, New York

Vedat Sahin
Manjiv Kumar
Yunus Khan
Cash Park
Dev Maly
Samuel Zeller
Calvin J. Smith
Jeffrey W. Smith
Doreen J. Lubels

COMMITTEE ON

C: jpi 10.12..2022

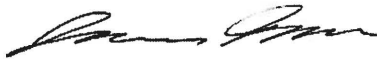
Budget & Appropriations

Dated: October 17, 2022
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below

Committee(s) on:

Budget & Appropriations



FISCAL IMPACT STATEMENT

SUBJECT: New York Medical College Lease 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 \$ -

Total Current Year Revenue \$ 32,800

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

Additional Appropriations Other (explain)

Identify Accounts: Expense account TBD

101-46-3400-9282 Revenue Account

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: Contingent upon tenant meeting wage requirements per Sec. 28.01 of lease, the County shall perform demolition and remediation of the leased building. Cost is estimated at \$5,500,000.

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: 50% of the appraisal cost \$2,500; \$30,300 annually for open space rent; 2.5% of gross revenue for the new building commencing upon issuance of TCO, annually thereafter through year 30; and for years 31 to 99, the County will receive 4.5% of gross revenue.

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

Current Year: _____

Next Four Years: _____

Prepared by: Lawrence Soule

Title: Budget Director

Department: Budget

Date: October 16, 2022

Reviewed By: 
Budget Director

Date: 10/17/22

LOCAL LAW INTRO. NO. 228 - 2022

A Local Law authorizing the County of Westchester to terminate the lease with New York Medical College for the building known as Munger Pavilion and to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York, with New York Medical College, its successors or assigns, to create a campus and to authorize the demolition of the building known as Munger Pavilion and for New York Medical College to construct a new building in its place.

NOW, THEREFORE, BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester (“County”) is hereby authorized to terminate the lease with New York Medical College for the building known as Munger Pavilion and to simultaneously enter into a new lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York, (the “Property”) with New York Medical College, its successors or assigns (“NYMC”), similar to the form of lease agreement annexed hereto and made a part hereof. Pursuant to the new lease agreement, the building known as Munger Pavilion shall be demolished and NYMC shall construct a new building in its place.

§2. The County Executive or his authorized designee is hereby authorized to execute any instruments and to take any action necessary and appropriate to effectuate the purposes hereof.

§3. This Local Law shall take effect upon the effective date of Local Law Intro. No. 233-2022 entitled “A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years.”

RESOLUTION 200 - 2022

WHEREAS, there is pending before this Honorable Board:

- i) a Local Law authorizing the County of Westchester (the “County”) to terminate its 1982 lease with the New York Medical College (“NYMC”) for the building known as Munger Pavilion and pursuant to the Laws of Westchester County (“LWC”) Section 104.11(5)(b) simultaneously enter into a new lease agreement with NYMC for the Munger Pavilion and for approximately 17.58 acres of County-owned property located at the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York (the “Property”) and authorize the demolition of the building known as Munger Pavilion and authorize NYMC to construct a new building in its place (the “Lease Agreement”);
- ii) a Local Law amending LWC Section 104.11(5)(f) to provide the County with authority to lease the Property to NYMC for a term of ninety-nine (99) years, which exceeds the thirty (30) year limitation of lease terms set forth therein; and
- iii) a Local Law pursuant to LWC Section 104.11(5)(b) authorizing the County to amend three (3) existing building leases with NYMC for the buildings on the Grasslands Campus known as Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner’s House , respectively (collectively the “Lease Amendments”), in order to (a) remove any obligations the County has to maintain the land surrounding those three (3) buildings as all of that land will be part of the Property that NYMC will be required to maintain pursuant to the terms of the Lease Agreement, and (b) add the land located beneath each of the three (3) buildings to their respective leases as they are currently solely building leases.; and

WHEREAS, this Honorable Board has determined that the proposed action would constitute an action under Article 8 of the Environmental Conservation Law, known as the New York State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, pursuant to SEQRA and its implementing regulations (6 NYCRR Part 617), this project is classified as an “Unlisted action” which requires this Honorable Board to make a determination as to whether the proposed action will have a significant impact on the environment; and

WHEREAS, the County is the only involved agency with discretionary authority for this action and, therefore, is assuming the role of Lead Agency as permitted for Unlisted actions pursuant to Section 617.6(b)(4) of the implementing regulations; and

WHEREAS, in accordance with SEQRA and its implementing regulations, a Short Environmental Assessment Form has been prepared to assist this Honorable Board in its environmental assessment of this proposed action; and

WHEREAS, this Honorable Board has carefully considered the proposed action and has reviewed the attached Short Environmental Assessment Form and the criteria set forth in Section 617.7 of the implementing regulations and has identified the relevant areas of environmental concern, as described in the attached Short Environmental Assessment Form, to determine if this proposed action will have a significant impact on the environment.

NOW, THEREFORE, be it resolved by the County Board of Legislators of the County of Westchester, State of New York, as follows:

RESOLVED, that based upon the Honorable Board's review of the Short Environmental Assessment Form and for the reasons set forth therein, this Board finds that there will be no significant adverse impact on the environment from this proposed actions and be it further

RESOLVED, that the Clerk of the Board of Legislators is authorized and directed to sign the "Determination of Significance" in the Short Environmental Assessment Form, which is attached hereto and made a part hereof, as the "Responsible Officer in Lead Agency"; to issue this "Negative Declaration" on behalf of this Board in satisfaction of SEQRA and its implementing regulations; and to immediately transmit same to the Commissioner of Planning to be filed, published and made available pursuant to the requirements of Part 617 of 6 NYCRR; and be it further

RESOLVED, that the Resolution shall take effect immediately.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: New York Medical College Lease			
Project Location (describe, and attach a location map): Sunshine Cottage Road, Grasslands Campus, Town of Mount Pleasant, Westchester County, New York			
Brief Description of Proposed Action: Termination of existing lease with New York Medical College (NYMC) for Munger Pavilion and replacement with a new lease encompassing approximately 17.46 acres of land at the County's Grasslands Campus. The new lease will include authorization for NYMC to demolish Munger Pavilion and construct a new building in its place. The new lease will be for a term of 99 years, which will require an amendment of Section 104.11 of the Laws of Westchester County to exceed the 30-year term limit. The action also includes amending 3 other existing building leases with NYMC--Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House--to include the land beneath the buildings and to remove County obligations for maintaining the land surrounding these buildings as these areas would be part of the overall land lease. The proposed lease area will include approximately 1.81 acres, located on the west side, to be maintained as open space.			
Name of Applicant or Sponsor: County of Westchester		Telephone: 914-995-4400 E-Mail: dsk2@westchestergov.com	
Address: 148 Martine Avenue			
City/PO: White Plains		State: NY	Zip Code: 10601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ 17.46 acres	
b. Total acreage to be physically disturbed?		_____ 0.5+/- acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 507 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Institutional			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Any future development by NYMC is expected to meet or exceed state energy code requirements. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Garmin, USGS, Intermap, INCREMENTP, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project:	NYMC Lease
Date:	March 2022

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: NYMC Lease

Date: March 2022

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed lease modifications are not anticipated to have a significant impact on the environment. The lease will provide for continued use by the medical college, which has occupied the site since 1982, for academic related purposes.

Munger Pavilion is currently in very poor condition and the interior building layout does not meet the needs of the medical college. Although built in 1929, it is not listed on the State or National Register of Historic Places, nor are the other surrounding buildings. The Grasslands Campus has undergone numerous alterations over the years, including the removal of other original campus buildings and construction of new state-of-the art facilities. As such, the removal of the Munger Pavilion and the construction of a new facility in its place is not expected to have a significant impact on historic or archaeological resources.

The new building to be constructed by the New York Medical College will be in the same general location as the building to be demolished, in the developed part of the campus. The new building will be subject to local municipal land use approvals, as well as further environmental review in accordance with SEQR. Under the terms of the lease, design of the new building must be consistent with the woodland campus nature of the Grasslands Campus and must meet the qualifications for LEED Silver certification. Any new development is also expected to incorporate appropriate stormwater management practices in compliance with the County's policies and regulations.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
County of Westchester	<u>November 15, 2022</u>
Name of Lead Agency	Date
Malika Vanderberg	Clerk of the Board of Legislators
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<u>Malika Vanderberg</u>	<u>Dan Kuske</u>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

LOCAL LAW INTRO. NO. 233 - 2022

A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years.

NOW, THEREFORE, BE IT ENACTED by the County Board of the County of

Westchester as follows:

Section 1. Section 104.11(5)(f) of the Laws of Westchester County is hereby amended to read as follows:

Limitation of terms. The county shall not execute any leases either as lessor or lessee for a term exceeding 30 years, including renewals, except for county property located at Grasslands Reservation, Valhalla, New York, known as Sunshine Cottage, Vosburgh Pavilion, Munger Pavilion, and the Old Commissioner's House, together with a suitable means of ingress and egress thereto, which may be leased to New York Medical College for a period not to exceed sixty (60) years, including renewals, which property must be used by New York Medical College for medical and/or paramedical research and/or educational purposes, and except for a parcel of county property consisting of approximately twenty-one (21) acres located at Grasslands Reservation, Valhalla, New York (fronting on Route 9A on the west for approximately two hundred twenty (220) feet, continuing northwest along the Con Edison right-of-way for approximately one thousand two hundred (1,200) feet, continuing on the north approximately seven hundred (700) feet along property now or formerly owned by the Robert Martin Company, returning south on a broken line approximately one thousand three hundred fifty (1,350) feet to the northeast corner of property now or formerly owned by the Robert Martin Company and extending approximately eight hundred fifty (850) feet back to Route 9A), which may be leased for nonmunicipal purposes for an initial term not to exceed ninety-nine (99) years, including renewals, which may be further renewed for a term not to exceed thirty-three (33) years by mutual agreement of the parties, and except for county property located at Grasslands Reservation, Valhalla, New York known as the Westchester County Medical Center Campus which may be leased to the Westchester County Health Care Corporation, its successors or assigns, for an initial period not to exceed sixty (60) years, with three (3) consecutive options to renew for terms not to exceed ten (10) years each, and one (1) fourth and final option to renew for a term not to

exceed five (5) years, for a total term, including renewal options, of ninety-five (95) years to be exercisable at the option of the Westchester County Health Care Corporation, its successors or assigns, and except for county property located at the southwesterly corner of Court and Quarropas Streets in the City of White Plains which may be leased to a corporation formed by HANAC, Inc. and the Bluestone Organization, its successors or assigns, for a term of sixty-five (65) years, with three (3) consecutive options to renew for a term not to exceed ten (10) years each, for a total term, including renewal options, not to exceed ninety-five (95) years, for the purpose of constructing affordable senior rental housing, and except for county property located at the north portion of the Grasslands Reservation (also known as the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York, and commonly referred to as the "North 60" which may be leased to Fareri Associates, LP, its successors or assigns, for a term not to exceed ninety-nine (99) years for the purpose of creating a research and development complex, to support the county of Westchester's growing medical and biotech industry, and except for county property located off Knollwood Road in the Town of Greenburgh, New York neighboring the Westchester Community College campus which may be leased to Mayfair Housing LLC, and Mayfair Housing Development Fund Company, Inc., for a term of 65 years for the purpose of development, rehabilitation and operation of an affordable housing project consisting of approximately 74 residential rental units exclusively for low and moderate-income senior citizens aged 62 and older, and except for county property consisting of 17.58 acres located in the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York which may be leased to New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years exclusively for the administration and operation of a duly licensed and accredited health sciences college or university.

§2. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all actions reasonably necessary to effectuate the purposes of this Local Law.

§3. The Clerk of the Board shall cause a notice of this Local Law to be published at least once a week for two successive weeks, the first publication of which shall be had within ten days after such local law is adopted, in the official newspapers published in the County of Westchester, said notice to contain the number, date of adoption and a true copy of the Local Law, and a statement that this Local Law changes a provision of law relating to the sale, exchange or leasing of County property and is therefore subject to the provisions of Section

209.171(7) of the Westchester County Administrative Code providing for a permissive referendum.

§4. This local law shall take effect sixty (60) days after its adoption subject to the provisions of Section 209.181 of the Westchester County Administrative Code.

SCHEDULE "A"

LEGAL DESCRIPTION OF 15.65 ACRES OF THE LEASED PROPERTY

(Attached.)

All that piece or parcel of land located within the Grasslands Reservation in the Town of Mt. Pleasant, County of Westchester, State of New York, bounded and described as follows:

Beginning at a point on the westerly bounds of South Plaza West where the northeasterly corner of a map entitled "Survey of Property Prepared for State of New York Department of Mental Hygiene at Grasslands" and filed in the Office of the County Clerk of Westchester County Division of Land Records on March 8, 1973 as number 17940, meets Parcel 1 on a map entitled "Proposed Lease Parcel County of Westchester to Westchester County Health Care Corporation" and filed in the Office of the County Clerk of Westchester County Division of Land Records on October 9, 1997 as number 26008;

Thence along the common boundary of filed maps 17940 and 26008, North 85 degrees 55 minutes 13 seconds East, 200.20 feet;

Thence along the common boundary of filed maps 17940 and 26008, North 6 degrees 17 minutes 43 seconds West, 205.25 feet;

Thence along the common boundary of filed maps 17940 and 26008, South 85 degrees 07 minutes 03 seconds West, 24.91 feet to the point and place of beginning;

Thence South 85 degrees 07 minutes 03 seconds West, 365.09 feet;

Thence North 4 degrees 52 minutes 57 seconds West, 76.93 feet;

Thence along a curve to the right with a radius of 528.00 feet, length of 289.16 feet, and a chord bearing of North 43 degrees 46 minutes 57 seconds West, and a chord length of 285.56 feet;

Thence South 84 degrees 55 minutes 47 seconds West, 714.77 feet;

Thence North 5 degrees 01 minutes 15 seconds West, 50.59 feet;

Thence South 84 degrees 57 minutes 59 seconds West, 192.34 feet;

Thence North 7 degrees 42 minutes 59 seconds West, 293.01 feet to the southerly bounds of Sunshine Cottage Road;

Thence along the southerly bounds of Sunshine Cottage Road North 80 degrees 43 minutes 25 seconds East, 895.27 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the right with a radius of 699.68 feet, length of 44.14 feet, and a chord bearing of North 82 degrees 31 minutes 52 seconds East, and a chord length of 44.13 feet;

Thence along the southerly bounds of Sunshine Cottage Road North 85 degrees 00 minutes 00 seconds East, 248.26 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the right with a radius of 150.00 feet, length of 159.40 feet, and a chord bearing of South 64 degrees 33 minutes 28 seconds East, and a chord length of 152.00 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the left with a radius of 520.00 feet, length of 286.02 feet, and a chord bearing of South 49 degrees 52 minutes 23 seconds East, and a chord length of 282.43 feet;

Thence along the westerly bounds of South Plaza West South 4 degrees 55 minutes 00 seconds East, 356.97 feet;

Thence South 85 degrees 05 minutes 00 seconds West, 50.00 feet;

Thence South 4 degrees 55 minutes 00 seconds East, 77.15 feet to the point and place of beginning.

Containing 681,691 square feet or 15.649 acres +/-.

SCHEDULE "A-1"

**LEGAL DESCRIPTION OF 1.81 ACRE
OPEN SPACE PORTION OF THE LEASED PROPERTY**

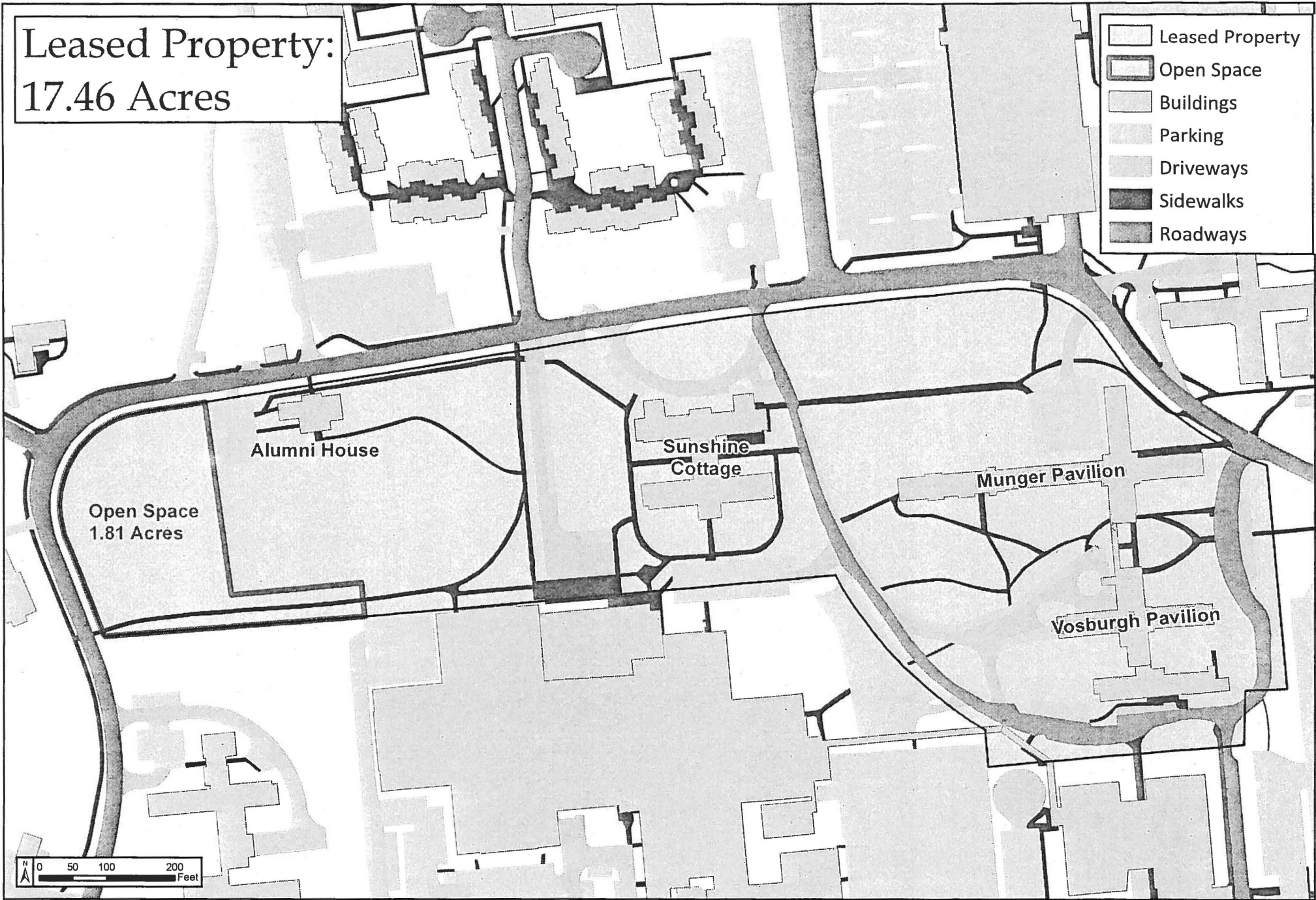
(To be attached.)

SCHEDULE "B"







MAP OF THE LEASED PROPERTY

Leased Property:
17.46 Acres

- Leased Property
- Open Space
- Buildings
- Parking
- Driveways
- Sidewalks
- Roadways



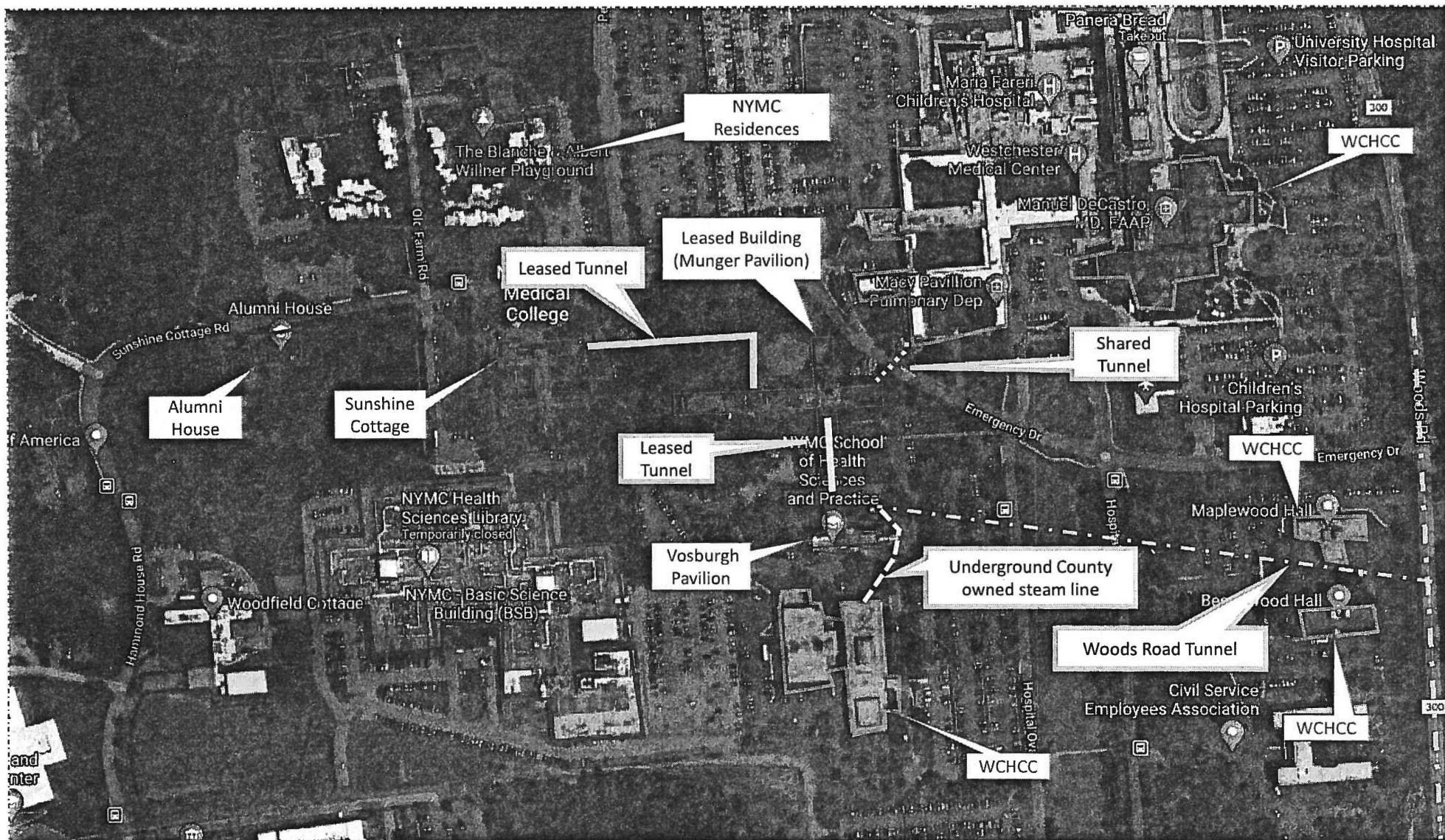
LEASE SCHEDULE "C"

-  County Roads
-  Other Roadways
-  Buildings
-  Parking
-  Driveways
-  Sidewalks



SCHEDULE "D"

MAP OF THE TUNNELS



NYMC Residences

The Blanchette Albert Willner Playground

Maria Faren Children's Hospital

Westchester Medical Center

University Hospital Visitor Parking

WCHCC

Leased Building (Munger Pavilion)

Manuel DeCastro, M.D. FAAP

Leased Tunnel

Medical College

Macy Pavilion Pulmonary Dep

Shared Tunnel

Alumni House

Alumni House

Sunshine Cottage

Children's Hospital Parking

Leased Tunnel

NYMC School of Health Sciences and Practice

WCHCC

NYMC Health Sciences Library Temporarily closed

Vosburgh Pavilion

Underground County owned steam line

Maplewood Hall

Woodfield Cottage

NYMC Basic Science Building (BSB)

Woods Road Tunnel

Civil Service Employees Association

WCHCC

WCHCC

SCHEDULE "E"

ARTICLE XX OF THE RESTATED WCHCC LEASE

ARTICLE XX

Transfer of Premises; Tenant's Rights of First Refusal

Section 20.0. If the Landlord transfers the Premises by sale or exchange, such sale or exchange shall be expressly made subject to this Agreement.

Section 20.1. Tenant shall have the right of first refusal as to the purchase of the Premises as hereinafter set forth in this Section. If at any time during the Lease Term, Landlord shall receive a bona fide written offer, other than at public auction, from a third person or entity (except for a governmental authority or entity that has the power of eminent domain over Landlord, which is exercising such power of eminent domain), for the purchase of the Premises, which offer Landlord shall desire to accept, Landlord shall promptly deliver to Tenant a copy of such offer, and Tenant may, within thirty (30) days thereafter, elect to purchase the Premises in its own name or in the name of a nominee on the same terms as those set forth in such offer, in which event such sale shall be consummated within forty-five (45) days after Tenant's election or on such later date as shall be set forth as the date for closing in such offer. If Tenant shall not accept such offer within the time herein specified therefore, Landlord may then sell the Premises to the buyer named in the offer, provided the sale is upon substantially the same terms and conditions and for the same price set forth in the offer and said right of first refusal shall cease to exist, but this Agreement shall continue otherwise on all the other terms, covenants, and conditions in this Agreement set forth. If Landlord shall not consummate the sale to the buyer named in the offer within nine (9) months after Tenant's failure to exercise its right to purchase the Premises, Landlord shall not thereafter sell the Premises pursuant to said offer and Tenant's right of first refusal shall survive such failure to consummate the sale and shall apply, in the manner set forth

above, to a subsequent bona fide written offer made to Landlord to purchase the Premises. This right of first refusal shall be inapplicable to a transfer, by way of sale, or gift, including a trust, to or for a party related to Landlord, including any public authority of the Landlord or public benefit corporation which is affiliated with the Landlord, or to any transfer from one such related party to another (but such right of first refusal, subject to the same exceptions as set forth in this Section 20.1, shall apply to any subsequent sale by any such party related to Landlord, including any public authority of Landlord or any public benefit corporation which is affiliated with Landlord to a person or entity which is not related to Landlord).

Section 20.2. (a) If at any time during the Lease term, Landlord shall receive a bona fide written offer which Landlord desires to accept (the "Offer"), from a third party or entity (except for a governmental authority or entity that has the power of eminent domain over Landlord, which is exercising such power of eminent domain), (i) for the sale, lease, or license, or (ii) to enter into a commercial arrangement including, but not limited to, a joint venture agreement, operating agreement, and cooperation and fee sharing arrangement (hereinafter called a "commercial arrangement") of all or any portion of the Grasslands Reservation which is not included within the Premises (hereinafter called the "First Refusal Space"), then provided that Tenant is not then in default hereunder after notice and the expiration of any applicable cure period, and further provided that Landlord is not in violation of any applicable law by complying with its obligations under this Section 20.2, Landlord shall deliver to Named Tenant a copy of the Offer, and Named Tenant may, within thirty (30) days thereafter, elect to lease, license, purchase or enter into a commercial arrangement for the First Refusal Space subject to such Offer on the same terms as those set forth in such Offer, in which event such lease, sale, or other agreement

shall be consummated within forty-five (45) days after Named Tenant's election to accept such offer or on such later date as shall be set forth in such Offer as the date for closing. If Named Tenant shall not accept such offer within the time herein specified therefor, Landlord may then sell, lease, license or enter into a commercial arrangement for the First Refusal Space upon substantially the same terms and conditions and for the same price or rental set forth in the Offer. If Landlord shall not consummate the Offer within nine (9) months after Named Tenant's failure to exercise its right with respect thereto, and Landlord shall not thereafter lease, sell, license or enter into a commercial arrangement for the First Refusal Space pursuant to said Offer, then Named Tenant's right of first refusal shall survive such failure to consummate the transaction and shall apply, in the manner set forth above, to a subsequent bona fide written offer made to Landlord to purchase, lease, license or enter into a commercial arrangement for the First Refusal Space. The right of first refusal set forth in this Section 20.2 shall not apply to any sale, lease, license or commercial arrangement, (i) for any governmental purpose consistent with any current uses of the Grasslands Reservation by Landlord or any uses by Landlord of the Grasslands Reservation since January 1, 1978, or (ii) with, to or for a party related to Landlord, including any public authorities of the Landlord or any public benefit corporation which is affiliated with the Landlord, or to any transfer from any one such related party to another (but such right of first refusal shall apply to any subsequent sale, lease, license or commercial arrangement by any such party related to Landlord, including public authorities of Landlord or any public benefit corporation which is affiliated with Landlord to a person or entity which is not related to Landlord). The right of first refusal set forth in this Section 20.2, may only be exercised by Named Tenant herein, but, after the closing of the transaction which is the subject of the right of first refusal, Named Tenant shall have

the same rights to assign any purchase, lease, license or commercial arrangement obtained pursuant to this Section 20.2 as it has to assign this Agreement.

(b) If there is any dispute with regard to Landlord's obligation to deliver an offer to Named Tenant or Named Tenant's right to accept an Offer, such dispute will be resolved by appropriate judicial proceedings, provided that so long as any such proceedings are pending, Landlord will not proceed with the disputed proposed sale, lease, license, or commercial arrangement. In the event that a court determines any such dispute in favor of Landlord, then the Named Tenant will pay Landlord the sum of One Hundred Thousand (\$100,000) Dollars, together with the amount of the Landlord's reasonable legal fees and disbursements incurred in connection with the dispute as liquidated damages in connection with that court determination only. If the Named Tenant appeals the decision of any lower court in favor of Landlord and if the appellate court affirms the decision in favor of Landlord, then the Named Tenant will pay Landlord an additional sum of Four Hundred Thousand (\$400,000) Dollars, together with the amount of the Landlord's reasonable legal fees and disbursements incurred in connection with such appeal, which payment shall be the liquidated damages that have been agreed to by the parties as the sole amount that is due to Landlord in connection with the appeal of such dispute. If any dispute under this Section 20.2 is decided in favor of the Named Tenant, then the Named Tenant must exercise the right of first refusal which was the subject of such dispute and accept the applicable Offer.

SCHEDULE "F"

WCHCC RIGHT OF FIRST REFUSAL LETTER

(To be attached.)

SCHEDULE "G"

ARTICLE XXXIX OF THE RESTATED WCHCC LEASE

ARTICLE XXXIX

Restrictive Covenant

Section 39.0. (a) Landlord agrees that it will not lease, license, use or permit to be used by anyone other than Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or Option Lease any portion of the area shown hatched on the plan annexed hereto as Exhibit E (hereinafter called the "Restricted Area") for the provision of any medical or health related services, including, but not limited to senior housing, assisted living housing, and such other uses for which all or any portion of the Premises are then being used by Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or Option Lease, or such other use as shall have been specified with respect to any portion of the Additional Parcels in a master plan submitted to Landlord under this Agreement (including, without limitation, the Additional Plan, the Second Additional Plan, and the Final Additional Plan) with respect to which portion of the Additional Parcels an Option Lease shall have been executed and delivered and the term thereof shall have commenced (any of such uses being referred to herein as the "Restricted Uses"). If Landlord disputes any use specified in any master plan submitted to Landlord under this Agreement (including, without limitation, the Additional Plan, the Second Additional Plan, and the Final Additional Plan), then until the earlier to occur of (i) the resolution of such dispute and (ii) sixty days after Landlord notified Tenant that Landlord disputes such specified use, Landlord shall not permit such disputed use in the Restricted Area.

(b) Notwithstanding anything to the contrary contained in this Article 39, after December 31, 2057, the Restricted Uses shall be only those uses for which all or any portion

of the Premises or the Additional Parcels are then being used (i) by Tenant under this Agreement, but only to the extent that, and as long as, this Agreement has been extended in accordance with the applicable provisions of Article 38 hereof, or (ii) by any tenant under an Individual Lease or Single Lease or Option Lease, but only to the extent that, and as long as, the applicable Individual Lease or Single Lease or Option Lease has been extended in accordance with the applicable provisions of Article 38 of such Lease.

Section 39.1. (a) Notwithstanding any language to the contrary contained in Section 39.0 hereof, in no event shall Landlord be restricted or prevented from providing through its own facilities or through a private entity, or from leasing, licensing or otherwise permitting the use of all or any portion of the Restricted Area for any of the following purposes:

- (i) providing of medical or health related services to prisoners;
- (ii) providing of any medical or health care service or program that is currently offered by Landlord (through its own facilities or through a private entity) outside of the Restricted Area as a valid and necessary exercise of Landlord's governmental function;
- (iii) group and/or adult homes for the mentally or physically disabled;
and
- (iv) providing of services or programs (i) which are currently offered within the Restricted Area or (ii) which are or were offered by any Department of the County of Westchester other than the former Department of Hospitals within or outside of the Restricted Area, or (iii) which Landlord determines is a valid and necessary exercise of its governmental function, provided that such use does not compete with any uses for which all or any portion of the Premises are then being used by Tenant or such other use permitted under Article 3 hereof which is specified in a Master Plan submitted to Landlord pursuant to Article 37 hereof with respect to which portion, an Option Lease shall have been executed and delivered and the term thereof shall have commenced.

Section 39.2. (a) If Landlord intends to use, lease, license or permit to be used any portion of the Restricted Area for the Restricted Uses during the last ten (10) years of the term of this Lease or during any extension term (other than the final five (5) year extension term and during the final five (5) years of the third ten (10) year extension term) then Landlord shall give Tenant written notice of such intention. Tenant may, within thirty (30) days after receipt of Landlord's notice pursuant to this Section 39.2, accelerate the time periods set forth in Section 38.0 hereof with respect to any extension option and may exercise its option to extend the term of this Lease for one or more of the extension options set forth in Section 38.0(a) hereof (but only to the extent that the time to exercise any such option pursuant to Section 38.0(a) hereof shall not have theretofore expired), in which event Landlord will continue to be bound by the provisions of Section 39.1 hereof until the expiration of extension term(s) that Tenant had exercised in response to such notice of intention from Landlord and thereafter Landlord will continue to be bound by the requirement to give notice pursuant to this Section 39.2.

(b) Landlord and Tenant agree that this Article 39 shall have no force or effect during the last ten (10) years of the term of this Agreement (as the same may be extended) and during said ten (10) year period Landlord may use, lease, license or permit to be used any portion of the Restricted Area for any purpose (including the Restricted Uses), subject, however, to the provisions of Article 40 hereof.

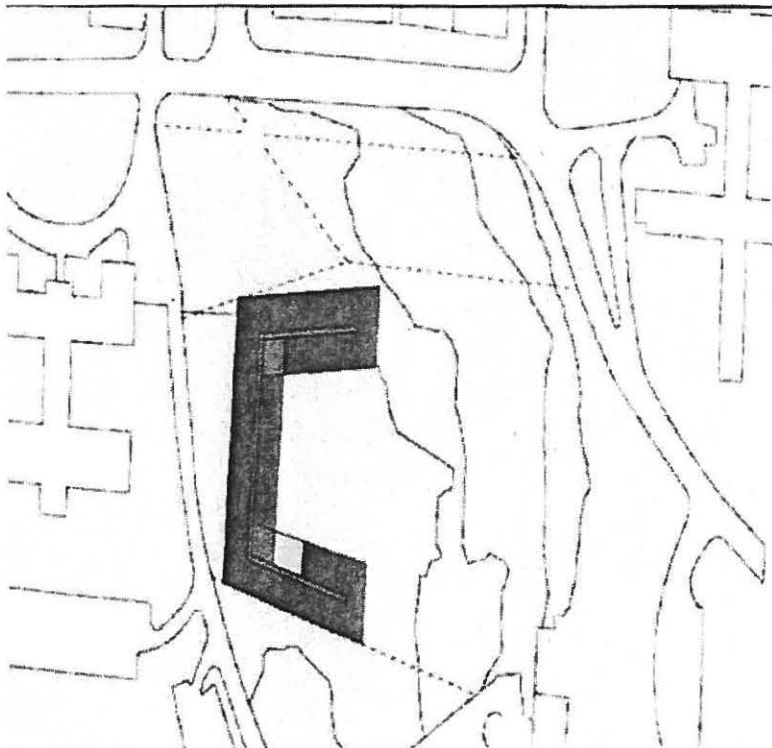
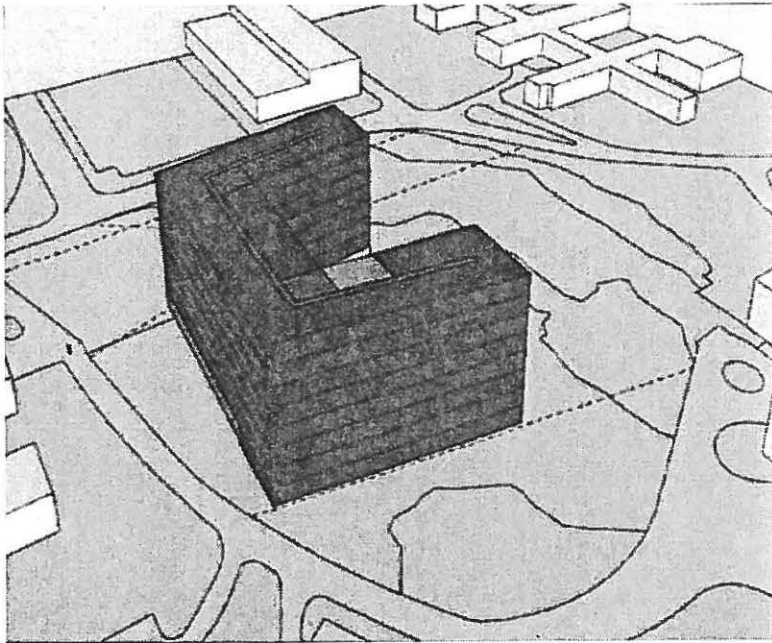
Section 39.3. Notwithstanding anything to the contrary contained in this Article 39, if at the time that a particular use was commenced by Landlord in the Restricted Area, such use was not a Restricted Use, then such use shall continue to be permitted hereunder, notwithstanding the fact that Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or

Option Lease shall thereafter use a portion of the Premises or the Additional Parcels for such particular use.

SCHEDULE "H"

NEW BUILDING CONCEPT PLAN

(section 6.01(a) – NYMC New Building Concept Plan



Schedule "I"

**LEASED LAND
DEVELOPMENT STANDARDS**

**WESTCHESTER COUNTY
GRASSLANDS CAMPUS
Valhalla, New York**

9/17/97
UPDATED
4.18.22

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GENERAL INTENT AND PLANNING CONCEPTS

Structures and uses in existence, under construction, or out to bid as of the date of this Agreement shall not be subject to these Development Standards. The New York Medical College will adhere to all federal, state, and local laws and restrictions as they pertain to the development of the Leased Property. This includes, but is not limited to, environmental, engineering, historical structures, etc.

1) Roads, Circulation and Access

Vehicular circulation on the land leased by the County of Westchester to the New York Medical College hereby known as the "Leased Land" should be facilitated by an integrated system of roads. The circulation system should provide for smooth traffic flow from the Leased Land's main entrances to each of the facilities located on the campus. In order to achieve this goal, the policies and standards herein are recommended to ensure that the creation of new roads will complement the existing road network.

Internal roads shall permit efficient drainage, utility routing, and require the minimum number of streets necessary to provide convenient and safe access to facilities. Internal roads should be designed to discourage use by through traffic.

2) Setbacks and Building Height

In order to provide compatible relationships among the heights and setbacks of existing and proposed roads and structures, a hierarchy of setbacks on the Leased Land has been established. These are intended:

- to ensure the appropriate design relationship between buildings and landscape
- to provide visual relief to and from developed areas
- to maintain the character associated with the Leased Land and the Grasslands Reservation
- to maintain buffers between land uses operated by the county and/or other entities
- to respect the historic design of the Mall and other areas of the campus
- to consider the impact that proposed buildings will have on the surrounding site, open space and adjacent buildings

3) Off-Street Parking and Loading Facilities

- All structures and land uses on the Leased Land should be provided with a sufficient amount of off-street parking and loading spaces to meet the needs of employees, visitors, clients, patrons, and other persons using these facilities.
- Parking and loading facilities should be properly located, within practical proximity to the primary building entrances, and compatible with public safety needs including policing, traffic safety, and vehicular and pedestrian separation.

- Parking and loading facilities shall be surfaced, drained, lighted, landscaped, environmentally complementary with their surroundings, and attractively designed to meet the circulation needs of vehicles and pedestrians.
- For all buildings and uses hereafter constructed, erected, enlarged, moved, changed in intensity or substantially altered, there shall be provided on the same premises or within reasonable proximity, suitably graded and paved off-street parking and loading areas.
- Cognizant of the desire to preserve open spaces, new surface parking areas shall be judiciously evaluated. Due consideration shall be given for the practicality, and economic feasibility of parking structures when additional parking is proposed.
- On-street parking is discouraged unless off-street parking options do not exist or are physically or functionally unable to be done.
- Each parking area/facility shall be graded, surfaced, drained and maintained throughout the duration of its use to avoid excessive runoff on the Leased Land and properties adjacent to it. Erosion, sedimentation, and pollution problems attendant to runoff must be addressed and ameliorated using accepted drainage and siltation control standards during and after construction.
- Appropriate signs shall be provided in parking areas to direct internal traffic flow in accordance with generally accepted standards.
- All parking areas must provide for disabled persons and must comply with the design standards in the applicable state and federal regulations.

4) Landscaping

Landscaping is intended to provide visual interest and diversity to the campus. Landscaping for new buildings, structures, parking lots, and roads should be complementary of existing landscape features, amenities, and species.

5) Lighting

Outdoor lighting at the campus should provide adequate and safe visibility at comfortable and unobtrusive levels. In order to maintain a cohesive design element and maintain visual quality at the various facilities at the campus, lighting fixtures should be of a complementary style and appearance throughout the Leased Land. Lighting should be designed to appropriately fit proposed uses, i.e. buildings, parking lots, roadways, pedestrian uses, etc.

Section 1 - Roads, Circulation and Access

1.0 Road Classifications & Standards

One of the main elements of an efficient road system is a clear hierarchy of roads which have distinct functions. On the Leased Land, the road system consists of entrance roads, internal campus roads, service roads and driveways. The following types of road exist on the Leased Land.

- a) Entrance Roads (County Roads) - Entrance roads serve as the entryways to the campus, and distribute traffic among the internal campus roads.
- b) Internal Campus Roads - Internal campus roads carry vehicles destined for specific facilities located within their area, and serve as links between the entrance roads and a facility's entrance or parking area. Internal roads shall have a minimum pavement width of 24'.
- c) Driveways and Service Roads - Driveways and Service Roads provide access to a building, parking or service area from internal roads. Since this is their primary function, they should be designed to discourage through traffic. Roads should be designed with a maneuvering area that discourages cars and trucks from backing onto adjoining roads. Driveways and service roads shall have a minimum pavement width of 20'.

Any future road improvements on the Leased Land which impact a county road shall conform to the standards for county roads for that portion of work on the county road. Prudent engineering practices shall be followed for all other roads. All new roads shall provide for the continuation or enhancement of the existing or planned roadway system. They shall be of suitable width and grade to allow access by public safety, and snow and refuse removal vehicles.

1.1 Access Improvements

- a) Sidewalks - Sidewalks are to be installed when the type of development warrants their use. A facility's use and its location with respect to parking and public transportation must be considered. Where provided, sidewalks should be a minimum of 4' wide.
- b) Bus Access - Proposed roads shall be designed to facilitate bus access to the Leased Land. Specified design elements (i.e. pullouts, sign placement, vicinity of stop to main access of building, etc.) should be coordinated with the Westchester County Department of Public Works and Transportation.
- c) Bus Stop Shelters - Potential bus stop shelter locations and shelter designs should be coordinated with the Department of Public Works and Transportation at early planning stages.
- d) Intersections shall be designed according to prudent and safe engineering practices.

Section 2 - Setbacks and Height Limitations

This section applies only to new buildings, structures, and parking areas, and not to any existing buildings, structures, or parking.

2.0 Building Setbacks

- a) Building Setback from Sprain Brook Parkway shall be 50 feet from the property line of the Leased Land.
- b) Building Setbacks from Property Boundaries within the Leased Land - Buildings or structures shall be setback 50 feet from any property boundary shared by the County and any other portions of the Leased Land.
- c) Building Setbacks from Internal Campus Roads - Buildings or structures shall be setback 50 feet from the nearest edge of road.
- d) Building Setbacks from South Plaza West and South Plaza East - Buildings or structures shall be setback a minimum of 100 feet from the nearest edge of road of South Plaza East or South Plaza West. This is meant to preserve the existing and historic spatial character of the area known as "the Mall" or "the Oval".
- e) Building Setbacks from all other driveways and service roads shall be 10'.
- f) The Landlord's Building Setbacks from the south end of the Oval shall be 150' from the property boundary.

2.1 Parking Setbacks

- a) All parking areas shall be setback 25' from edge of entrance roads and setback 10' from the nearest edge of internal campus roads.
- b) The Landlord's Parking Setback from the south end of the Oval shall be 50' from the property boundary.

2.2 Building Height

At a maximum, any new building shall not exceed the height of the existing main hospital tower.

Section 3 - Parking and Loading Facilities

3.0 Minimum Parking Requirements for New Construction

- a) As new buildings are proposed, they may have a mix of uses. The parking and loading requirements in Figure 3.1 will be used as a guideline and framework for determining the amount of space required, but the New York Medical College reserves the right to maintain flexibility in decreasing the amount of parking spaces required by use when indicating in the overall parking calculations when single "customers" take advantage of multiple uses or that overall parking demand is shared by uses and can be met with parking provided.
- b) The minimum number of parking and loading requirements are indicated in Figure 3.1. The New York Medical College reserves the right to provide modifications to Figure 3.1 as necessary.
- c) Unlisted uses Reasonable and appropriate off-street parking and loading requirements for structures and land uses which do not fall within the categories listed or "uses" for which no minimum number of parking spaces is provided, shall be evaluated on a case by case basis in a manner consistent within other listed standards.
- d) Waiver of Improvement If it is determined that less than the required number of parking spaces will satisfy the parking needs of a proposed use, up to fifty percent (50%) of the required parking may be left unimproved. However, it shall be expressly demonstrated and designated on the site plan that sufficient land area remains to provide for the full number of required spaces. All unimproved parking areas shall, at a minimum, be maintained as lawn until required for parking. Examples of criteria which will be considered in permitting a waiver include: proximity to and substantial use of public transit, flexible and non-peak operating schedules, and category of use, i.e. major use or accessory use.

3.1 Parking Required for Existing Structures and Uses

- a) Parking and loading facilities in excess of what is required to serve the existing structure or uses may be reduced and reassigned to serve other adjacent structures or uses.
- b) At the time any existing facility is proposed for expansion or there is a change in the use of an existing structure, parking and loading spaces will be provided in accordance with the requirements of this Section to serve both the existing and proposed uses.

3.2 Temporary Lots

In order to accommodate automobiles displaced by the construction of either permanent parking areas or buildings, additional surface lots may be created provided that they are designed as temporary lots with a minimum amount of improvement (gravel base, minimal lighting). Temporary lots may also be constructed to meet parking demands which cannot immediately be accommodated in existing lots.

The use of a temporary lot should be discontinued as soon as possible after a permanent lot or structure is operational.

3.3 Loading Areas and Service Vehicle Parking Areas

Loading areas generally provide adequate space for an array of types and sizes of vehicles. Each building shall have a designated loading area, if required by the use of the building. For those uses not requiring a loading area, a service vehicle parking area shall be provided instead. This service vehicle parking area may be located in an adjacent parking lot or adjacent to a door used for service.

3.4 Design Standards

- a) Size of parking spaces Each parking space shall be at least 8.5 feet wide and 18 feet long unless circumstances such as adjacent structures dictate otherwise.
- b) Size of loading spaces The size of loading spaces shall be determined by the nature of the vehicles which will service the facility. Typical loading spaces may be 9' x 20', 10' x 22', or 12' x 50'.
- c) Aisles Standard two-way maneuvering aisles between rows of parking spaces shall be at least 20 feet wide. All angled parking other than 90 angle parking shall have a one-way aisle width at a minimum of 13 feet.
- d) Size of service/delivery spaces Each space shall be at least 9 feet wide and 20 feet long and be clearly designated as "Reserved for Service and Delivery Vehicles."
- e) An access drive to connect parking areas with adjoining roads shall be at least 20'.
- f) Location and access to loading areas No off-street loading area shall be located in any front yard. An access drive, at least 12 feet wide, shall be provided to connect loading areas with adjoining roads unless service requirements dictate otherwise. The loading area access drive may also provide access to a parking area provided that the shared access drive has a minimum width of 20 feet.
- g) Suitable markings to indicate individual parking spaces, entrances and exits, maneuvering areas, and snow pile storage areas shall be provided in accordance with generally accepted standards.
- h) Compact and Van-Pool Spaces Where at least 30 parking spaces are provided for the sole use of employees on a non-transient basis (motor vehicle parked at least 3 hours in the same space), a portion of these parking spaces may be designed and reserved for compact cars, or any area to be designed and reserved for cars and vans used for car pooling.
 - Compact car parking spaces shall measure at least 8 feet wide and 15 feet long, with an aisle at least 20 feet in width, and parking spaces for van pooling shall measure at least 9 feet wide and 20 feet long, with an aisle at least 20 feet in width.
 - Parking spaces for compact cars and car pool vehicles shall be conveniently located for both vehicular and pedestrian access and grouped in a limited number of locations, in order to attract users. Such parking spaces shall not be scattered about the premises.

- Clear and distinctive signing shall be provided to identify compact car and car pooling areas.
- i) Signage _Appropriate signs shall be provided in parking areas to direct internal traffic flow in accordance with generally accepted standards.

Figure 3.1
Parking and Loading Requirements

USES	MINIMUM NUMBER OF PARKING SPACES		MINIMUM NUMBER OF LOADING SPACES	
	Per 1,000 SF or major portion thereof of gross floor area (GFA)	Other	First Space Req'd at: (GFA)	Add'l space every: (GFA)
Hospital • Inpatient • Outpatient/ Medical Office	4	1.8 per bed	10,000 SF*	100,000 SF*
Long-Term Care • Skilled nursing • Ass't. Living • Independent Living		.75 per bed .5 spaces per dwelling unit .75 spaces per dwelling unit	10,000 SF*	100,000 SF*
Residential • Dormitories/Rooms • Multiple Residences		1 per bed 1 per dwelling unit + 0.5 per bedroom	10,000 SF*	100,000 SF*
Any office other than medical	3.3		10,000 SF*	100,000 SF*
Hotel	1 per guest room			
Research Lab	2.5		10,000 SF*	100,000 SF*
Public Utility Bldg., Laundry, Vehicle Garage, Maint. Facilities		1 per day shift employee + 1 per overnight/fleet vehicle	10,000 SF*	100,000 SF*
Storage & Warehouse		1 per day shift employee	5,000 SF*	40,000 SF*
Classroom Bldg.		1 per 5 seats	10,000 SF*	100,000 SF*
Recreation Facility	5		*	*
Day Care Center		1 per staff member + 1 per 5 children	*	*
General Retail	4		10,000 SF*	20,000 SF*
Public Assembly Areas, Meeting/ Banquet Room	10		*	*
Auditorium/Training Ctr.		1 per 3 seats	*	*
Library	3		*	*

* No loading spaces are required unless this use is in a separate structure.

Section 4 - Landscaping

4.0 Landscaping of Internal Roads

All new internal campus roads shall be planted with trees at 3" caliper minimum spaced a maximum of 50' on center.

4.1 Landscaping of Surface Parking Areas

- a) All surface parking areas shall be landscaped with appropriate trees and other plant materials tolerant of parking lot conditions and requiring low maintenance.
- b) One street tree per 10 parking spaces shall be allocated and incorporated in surface parking plans. Trees shall be a minimum of 3" caliper at time of planting and limbed up seven feet from existing grade.
- c) At least 15% of the total surface parking area shall be landscaped. Minimum island width for cars parked head to head shall be 10 feet and for cars parked side to side shall be 6 feet.

4.2 Landscaping of Loading Areas

- a) Loading areas shall be screened to a height of not less than 6' with evergreen plant materials, mounding, walls, or any combination thereof.
- b) Materials selected shall be durable and appropriate for the use generated by loading areas.

4.3 Building Landscaping

There shall be no strict requirements for building landscaping other than building landscaping shall be incorporated into an overall concept that complements both the building and surrounding area.

4.4 Landscaping Exception

Landscaping requirements described above may be modified, in consultation with the Westchesester County Department of Planning, where existing land use, topography, landscaping or other physical conditions may make unnecessary these requirements.

Section 5 - Lighting

5.0 Illumination Criteria

Recommended levels of illumination for the exterior areas of the leased land:

<u>Area</u>	<u>Illumination Level (FC)</u>
Internal Roadways	1 fc
Building Driveways	2 fc
Parking Areas	2 fc
Pedestrian Walkways	2 fc
Building Entrance	10 fc
Service Areas	2 fc

SCHEDULE "J"

AUTHORIZING LOCAL LAW AND RESOLUTION

(To be attached.)

LOCAL LAW INTRO. NO. 235 - 2022

A Local Law authorizing the County of Westchester to amend lease agreements with New York Medical College for the County-owned buildings known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, and 3) the Old Commissioner's House, located on the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York.

NOW, THEREFORE, BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester ("County") is hereby authorized to amend lease agreements with New York Medical College for the County-owned buildings known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, and 3) the Old Commissioner's House, located on the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York in order to include the land located beneath each of the three (3) aforementioned buildings as part of their respective leases and also to remove any obligations or responsibilities that the County has to maintain the land surrounding these buildings.

§2. The County Executive or his authorized designee is hereby authorized to execute any instruments and to take any action necessary and appropriate to effectuate the purposes hereof.

§3. This Local Law shall take effect upon the effective date of Local Law Intro. No. 233-2022 entitled "A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the

Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years.”

STATE OF NEW YORK)
) ss.
COUNTY OF WESTCHESTER)

I HEREBY CERTIFY that I have compared the foregoing Local Law Intro No's. 228, 233, 235 - 2022, and Resolution No. 200 - 2022, with the originals on file in my office, and that the same are correct transcripts therefrom, and of the whole, of said original Local Laws, and Resolution, which were duly adopted by the Westchester County Board of Legislators, of the County of Westchester on November 14, 2022, and approved by the County Executive on November 17, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 17th day of January, 2023.



Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York

