

RESOLUTION NO. - 2022

RESOLVED, that this Board hold a public hearing pursuant to Section 209.141(4) of the Laws of Westchester County on Local Law Intro. No. -2022 entitled “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.” The public hearing will be held at ____ . m. on the ____ day of _____, 2022 in the Chambers of the Board of Legislators, 8th Floor, Michaelian Office Building, White Plains, New York. The Clerk of the Board shall cause notice of the time and date of such hearing to be published at least once in one or more newspapers published in the County of Westchester and selected by the Clerk of the Board for that purpose in the manner and time required by law.

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

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 Shah
Manjiv Shah
Cash Park
Don Mc
Jessie Zeller
Colin J. GHA
J. W.
Doreen J. Tubito

COMMITTEE ON

C: jpi 10.12..2022

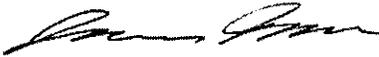
Budget & Appropriations

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: _____

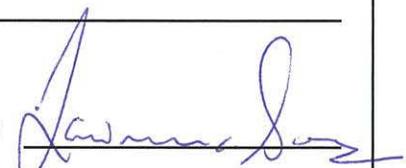
Next Four Years: _____

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. ____ - 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. ___ - 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.”