



Westchester
Community College

State University of New York

60051

DATE: December 4, 2017

TO: Honorable Board of Acquisition and Contract

FROM: Dr. Belinda S. Miles
President

Adam Rodriguez
Director of Real Estate

RE: Authorization to enter into a lease with WW Peekskill LLC c/o Alfred Weissman Real Estate, LLC, or the owner of record, for space located at 27-35 North Division Street, Peekskill, New York for a ten (10) year term commencing on September 1, 2017, with the County having a five (5) year renewal option.

Authority is hereby requested for the County of Westchester ("County") to enter into a lease agreement with WW Peekskill LLC c/o Alfred Weissman Real Estate, LLC ("Landlord"), or the owner of record, for space located at 27-35 North Division Street, Peekskill, New York (the "Lease Premises") for a ten (10) year term commencing on September 1, 2017, with the County having a five (5) year renewal option.

As part of an ongoing effort to provide educational opportunities to residents of the County who are currently unable to attend classes at the Westchester Community College (the "College") Valhalla campus, the County, acting by and through the College, has entered into lease agreements in Ossining, Yonkers, Mount Vernon and Peekskill in order to develop satellite campuses to better serve the community. Since 1994, the County and the Landlord have entered into a series of leases for a portion of the Leased Premises as one of the first of such satellite campus facilities. As the Peekskill campus has been quite successful over the past 23 years, the College desires to remain in Peekskill and to enter into a new ten (10) year lease with the Landlord, subject to the County's right to a five (5) year renewal option thereafter.

Pursuant to the Lease Agreement, the County will lease approximately 20,000 square feet of space encompassing both the first and second floors of the Leased Premises. Under the terms of the proposed Lease Agreement, the County will pay basic annual rent of \$243,400 in year 1, with increases each year thereafter effective as of the anniversary of the lease commencement and on each succeeding anniversary thereafter

by the lesser of three per cent (3%) or the increase between the then current Consumer Price Index, Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Dept. of Labor, New York, New York – Northern NJ area, all items (1982-1984=100) (“CPI”) and the CPI for the previous September.

Under the Lease Agreement, the County will pay for all required services for the Leased Premises including, but not limited to, water, oil, gas, heat, sewer, telephone, electric, security and janitorial and any other required utility services. The County will make arrangements directly with the appropriate companies providing such services. The County will also be responsible to maintain and repair the Leased Premises, while the Landlord will remain responsible for repairs to the structural portion of the Leased Premises, including the roof. The County will be responsible to pay for maintenance and service agreements for the following: HVAC maintenance; elevator maintenance; pest control; and backflow testing. The County will also pay as additional rent 100% of any increase over base real estate taxes. The base tax year will be 2002-2003.

The Landlord will be responsible to make the following renovations to the Leased Premises: renovate restrooms; replace front and rear glass with insulated glass, replace front and rear signage, replace art gallery lighting, replace flooring, install a new security desk, weatherproof second floor windows, paint lab space, and install an automatic front door that complies with the Americans with Disabilities Act.

The Board of Legislators adopted a Local Law Intro No. 10397-2017 on October 30, 2017 authorizing this lease.

This lease is in the public’s best interests as it provides for the continuation of WCC’s satellite campus in Peekskill. This lease is exempt from the Westchester County Procurement Policy pursuant to section 3(b) thereof.

Your approval of the attached resolution is respectfully requested.

BSM/AR/dv
Attachment

RESOLUTION

Upon a communication from Dr. Belinda S. Miles, President of Westchester Community College, and Adam Rodriguez, Director of Real Estate, be it hereby:

RESOLVED, that the County of Westchester, is authorized to enter into a ten (10) year lease agreement with WW Peekskill LLC c/o Alfred Weissman Real Estate, LLC, or the owner of record, with an office and place of business at 120 Old Post Road, Rye, New York, for space located at 27-35 North Division Street, Peekskill, New York, commencing on September 1, 2017, with the County having a five (5) year renewal option, to be occupied by the Westchester Community College as a satellite campus; and be it further

RESOLVED, that pursuant to the Lease Agreement, the County shall pay basic annual rent of \$243,400.00 in year 1, with increases each year thereafter by the lesser of three per cent (3%) or the increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Dept. of Labor, New York, New York – Northern NJ area, all items (1982-1984=100); and be it further

RESOLVED, that the County shall pay for all required services for the Leased Premises including, but not limited to, water, oil, gas, heat, sewer, telephone, electric, security and janitorial and any other required utility services. The County shall make arrangements directly with the appropriate companies providing such services. The County shall also be responsible to maintain and repair the Leased Premises, while the Landlord shall remain responsible for repairs to the structural portion of the Leased Premises, including the roof. The County shall be responsible to pay for maintenance and service agreements for the following: HVAC maintenance; elevator maintenance; pest control; and backflow testing. The County shall also pay as additional rent 100% of any increase over base real estate taxes. The base tax year shall be 2002-2003; and be it further

RESOLVED, that the Landlord shall be responsible to make the following renovations to the Leased Premises: renovate restrooms; replace front and rear glass with insulated glass, replace front and rear signage, replace art gallery lighting, replace flooring, install a new security desk, weatherproof second floor windows, paint lab space, and install an automatic front door that complies with the Americans with Disabilities Act; and be it further

RESOLVED, that this Lease is subject to County appropriations; and be it further

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	701	78	8191	4320		\$2,790,308.23

Budget Funding Year(s) 2017-2017 Start Date 9/1/17 End Date 8/31/27
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid \$1,395,154.11
\$2,790,308.23 Federal Aid _____
 (must match resolution)
 Other \$1,395,154.12 (tuition)

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/28/2017 - LISA MRISAJ, SECRETARY