

59141

October 3, 2017

TO: Honorable Board of Acquisition and Contract

FROM: Vincent F. Kopicki, P.E.
Commissioner of Public Works and Transportation

Adam Rodriguez, Esq.
Director of Real Estate

SUBJECT: Authority to enter into a lease agreement with the Watershed Agricultural Council, Inc., for the use of Building B, Manager/Foreman's House at Hilltop Hanover Farm for a term from July 1, 2017 through June 30, 2022. (Agreement No. 17-926)

Authority is requested for the County of Westchester (the "County") to enter into a lease agreement with the Watershed Agricultural Council, Inc. (the "Tenant") for the use of Building B, Manager/Foreman's House at Hilltop Hanover Farm. Building B consists of approximately 1,500 square feet. The lease will be for a term from July 1, 2017 through June 30, 2022. The Tenant will pay rent as follows:

1. July 1, 2017-June 30, 2018	\$19,680.00 annually	\$1,640.00 monthly
2. July 1, 2018-June 30, 2019	\$20,400.00 annually	\$1,700.00 monthly
3. July 1, 2019-June 30, 2020	\$21,240.00 annually	\$1,770.00 monthly
4. July 1, 2020-June 30, 2021	\$22,080.00 annually	\$1,840.00 monthly
5. July 1, 2021-June 30, 2022	\$22,980.00 annually	\$1,915.00 monthly

Under the terms of the lease, the Tenant will also be responsible for all repairs and maintenance of the premises, property taxes and utilities. The Tenant will also give the County a security deposit of \$1,000.00. The lease will be subject to termination by either party upon sixty (60) days notice.

The Tenant's programs and services will include, but not be limited to, the development of a water-quality based Whole Farm Plan for Hilltop Hanover Farm and provide information and technical assistance to grant funding for water quality and agricultural and forest related activities at the Farm.

This agreement will serve a public purpose by providing agricultural conservation education to various youth groups and residents within the County while providing revenue to the County, thus addressing the County Executive's priority areas of Health and the Environment (HE) and Fiscal Responsibility (FR).

The goal and objective of this lease agreement is to provide educational opportunities for visitors at Hilltop Hanover Farm on agricultural conservation practices through programs and demonstration projects.

This lease agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(b) thereof, which states that this policy shall not apply to real property, leases, licenses and concessions.

We recommend adoption of the attached proposed Resolution.

RESOLUTION

Upon a communication from the Commissioner of Public Works and Transportation and the Director of Real Estate, be it hereby

RESOLVED, that the County of Westchester (the "County") is authorized to enter into a lease agreement with the Watershed Agricultural Council, Inc. (the "Tenant") for the use of Building B, Manager/Foreman's House at Hilltop Hanover Farm for a term from July 1, 2017 through June 30, 2022; and be it further

RESOLVED, that the Tenant shall pay rent as follows:

- | | | |
|-------------------------------|----------------------|---------------------|
| 1. July 1, 2017-June 30, 2018 | \$19,680.00 annually | \$1,640.00 monthly |
| 2. July 1, 2018-June 30, 2019 | \$20,400.00 annually | \$1,700.00 monthly |
| 3. July 1, 2019-June 30, 2020 | \$21,240.00 annually | \$1,770.00 monthly |
| 4. July 1, 2020-June 30, 2021 | \$22,080.00 annually | \$1,840.00 monthly |
| 5. July 1, 2021-June 30, 2022 | \$22,980.00 annually | \$1,915.00 monthly; |

and be it further

RESOLVED, that under the terms of the lease, the Tenant shall also be responsible for all repairs and maintenance of the premises, property taxes and utilities; and be it further

RESOLVED, that the Tenant shall also give the County a security deposit of \$1,000.00; and be it further

RESOLVED, that the lease shall be subject to termination by either party upon sixty (60) days notice; and be it further

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

Agreement No. 17-926

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	3300	9274		\$ 9,840.00 (2017)
	101	46	3300	9274		\$20,040.00 (2018)
	101	46	3300	9274		\$20,820.00 (2019)
	101	46	3300	9274		\$21,660.00 (2020)
	101	46	3300	9274		\$22,530.00 (2021)
	101	46	3300	9274		\$11,490.00 (2022)

Budget Funding Year(s) 2017-2022 Start Date 07/01/17 End Date 06/30/22
 (must match resolution)

Funding Source: Tax Dollars _____ Contractor Federal I.D. No./ Social Security No.: _____
 State Aid _____
 \$106,380.00 Federal Aid _____ Vendor No.: _____
 (must match resolution) Other Revenue Encumbrance No.: _____