



Memorandum

**Department of Public Works and
Transportation**

Office of the Commissioner

60174

December 11, 2017

To: Board of Acquisition and Contract
From: Vincent F. Kopicki, P.E.
Commissioner of Public Works and Transportation

Adam Rodriguez, Esq.
Director of Real Estate
Office of the County Executive

Re: **Resolution authorizing the County of Westchester, acting by and through the Department of Public Works and Transportation to enter into a lease agreement with A-1 Dry Cleaning Corp., a New York corporation having its office at 113 East Main Street, Elmsford, New York 10523 for the use and occupancy of approximately 500 square feet of space located in the basement of the Landlord's building at 148 Martine Avenue, White Plains, New York (Agreement No. 18-904)**

Authority is requested for the County of Westchester (the "County"), acting by and through the Department of Public Works and Transportation to enter into a lease agreement (the "Lease") with A-1 Dry Cleaning Corp. ("Tenant"), a New York corporation having its office at 113 East Main Street, Elmsford, New York 10523 for the use and occupancy of approximately 500 square feet of space located in the basement of the Landlord's building at 148 Martine Avenue, White Plains, New York (the "Premises").

The Leased Premises shall be used by the Lessee as a drop-off and pick-up location for Lessee's dry-cleaning and related services.

The Lease will be for an initial term of five years commencing on January 1, 2018 and terminating on December 31, 2022 with Tenant having the option to renew the lease for an additional five-year term commencing on January 1, 2023 and terminating on December 31, 2027. Annual payment by the Tenant to the County for the first term shall be as follows, payable in equal monthly installments:

Year 1	\$1,000.00/annually
Year 2	\$1,025.00/annually
Year 3	\$1,050.00/annually
Year 4	\$1,075.00/annually
Year 5	\$1,100.00/annually.

If the Lease is renewed, annual payment by the Tenant to the County for the term shall be as follows, payable in equal monthly installments:

Year 1	\$1,125.00/annually
Year 2	\$1,150.00/annually
Year 3	\$1,175.00/annually
Year 4	\$1,200.00/annually

Lessee shall be solely responsible for and shall pay and discharge, as additional rent, where applicable and when due and payable, any and all real property assessments which may become due and payable with respect to the Leased Premises during the Terms. The County shall supply electricity to the Leased Premises at no additional cost to the Lessee. The Lessee, at its sole cost and expense, shall keep the Leased Premises clean, safe and in good order.

The Lease benefits both the County and the public by providing revenue to the County. The Lease will be monitored by the Department of Public Works and Transportation to ensure compliance with the terms of the Agreement. This Lease Agreement is exempt from the Westchester County Procurement Policy and procedures pursuant to Section 3(b) thereof.

Approval of the attached resolution is respectfully recommended.

VFK/AR/dlv
Attachment

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") is authorized to enter into a lease agreement (the "Lease") with A-1 Dry Cleaning Corp. ("Tenant"), a New York corporation having its office at 113 East Main Street, Elmsford, New York 10523 for the use and occupancy of approximately 500 square feet of space located in the basement of the Landlord's building at 148 Martine Avenue, White Plains, New York (the "Premises"); and be it further

RESOLVED, that the Lease will be for an initial term of five years commencing on January 1, 2018 and terminating on December 31, 2022 with Tenant having the option to renew the lease for an additional five-year term commencing on January 1, 2023 and terminating on December 31, 2027; and be it further

RESOLVED, that annual payment by the Tenant to the County for the first term shall be as follows, payable in equal monthly installments:

Year 1	\$1,000.00/annually
Year 2	\$1,025.00/annually
Year 3	\$1,050.00/annually
Year 4	\$1,075.00/annually
Year 5	\$1,100.00/annually.

If the Lease is renewed, annual payment by the Tenant to the County for the term shall be as follows, payable in equal monthly installments:

Year 1	\$1,125.00/annually
Year 2	\$1,150.00/annually
Year 3	\$1,175.00/annually
Year 4	\$1,200.00/annually
Year 5	\$1,225.00/annually.

; and be it further

RESOLVED, that the Leased Premises shall be used by the Lessee as a drop-off and pick-up location for Lessee's dry-cleaning and related services; and be it further

RESOLVED, that Lessee shall be solely responsible for and shall pay and discharge, as additional rent, where applicable and when due and payable, any and all real property assessments which may become due and payable with respect to the Leased Premises during the Terms. The County shall supply electricity to the Leased Premises at no additional cost to

the Lessee. The Lessee, at its sole cost and expense, shall keep the Leased Premises clean, safe and in good order; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Agreement No 18-904

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	3200	9110		\$1,000.00 (2018)
	101	46	3200	9110		\$1,025.00 (2019)
	101	46	3200	9110		\$1,050.00 (2020)
	101	46	3200	9110		\$1,075.00 (2021)
	101	46	3200	9110		\$1,100.00 (2022)

Budget Funding Year(s) 2018-2022 Start Date 1/1/2018 End Date 12/31/2022
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$ 5,250.00 Federal Aid _____
 (must match resolution) Other Revenue _____

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION - JOAN COCCARPI, SECRETARY