



# Westchester Community College

State University of New York

**On Base:** 87843

**To:** Board of Acquisition & Contract

**From:** Belinda S. Miles  
President, Westchester Community College

Christopher D. Steers  
Director of Countywide Administrative Services

**Date:** September 29, 2021

**Re:** Authority to amend a lease agreement with Urstadt Biddle Properties, Inc., for the leasing by Westchester Community College of space #1A, consisting of approximately 12,558 square feet of space at a building located at 22 Rockledge Avenue, Ossining, New York, to be utilized by the Westchester Community College for health care education purposes and as a training site, in order to, among other things, extend the term of the lease for an additional period of three (3) years and eight (8) months, commencing retroactively on January 1, 2021 and terminating on August 31, 2024.

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Transmitted herewith for your consideration is a proposed resolution, which if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through Westchester Community College ("WCC"), to further amend ("Fourth Amendment") a lease agreement ("Lease Agreement") with Urstadt Biddle Properties, Inc. (the "Urstadt Biddle"), for the leasing by WCC of space #1A, consisting of approximately 12,558 square feet of space ("Premises") at a certain building located at 22 Rockledge Avenue, Ossining, New York ("Site"), to be utilized by WCC for health care education purpose and as a training site, in order to, among other things, extend the term of the Lease Agreement for an additional period of three (3) years and eight (8) months ("Second Extended Term"), commencing retroactively on January 1, 2021 and terminating on August 31, 2024.

WCC has been at the Site since 2001. The last ten-year term of the Lease Agreement expired on December 31, 2020. WCC utilizes the Premises for health care education purposes and as a training extension site. By extending the term of the Lease Agreement at the Site for the Second Extended Term, WCC will be able to continue its efforts to provide educational opportunities to residents of the County who may be unable to attend classes at WCC's Valhalla Campus.

On September 20, 2021, the Westchester County Board of Legislators adopted Local Law Intro No. 404 – 2021, approved by the County Executive on September 21, 2021, which authorized the County to enter into the Fourth Amendment for the Second Extended Term, among other things.

As indicated above, the Second Extended Term will be deemed to commence retroactively on January 1, 2021 and expire on August 31, 2024.

Pursuant to the Fourth Amendment, the County will pay rent at the annual rate and in the monthly installments set forth below:

<u>Lease Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1/01/2021 – 8/31/2021	N/A	0
9/1/2021-12/31/2021	N/A	\$9,810.94
1/1/2022-12/31/2023	\$235,462.56	\$19,621.88
1/1/2024 – 8/31/2024	\$156,975.04	\$19,621.88

The County will not pay any Minimum Rent or the County's share of Common Area Maintenance Charges (as defined in the Lease Agreement) for the first eight (8) months of the Second Extended Term, from January 1, 2021 through August 31, 2021. From and after September 1, 2021, the County will resume the payment of (i) rent, except that for the period from September 1, 2021 through December 31, 2021, monthly rent payments will be fifty percent (50%) of the total rent amount due, e.g. \$9,810.94 and (ii) the County's share of Common Area Maintenance Charges under the Lease Agreement and Urstadt Biddle will not include any management fee in the calculation of the County's share of Common Area Maintenance Charges. Additionally, after January 1, 2022, the County's share of Common Area Maintenance Charges will not increase by more than 5% over the Common Area Maintenance Charges for the immediately preceding calendar year (annualized, in the case of Common Area Maintenance Charges for calendar year 2021, to account for the fact that the County is not required to pay Common Area Maintenance Charges for the period of January 1, 2021 – August 31, 2021) on a cumulative basis, except that charges for snow and ice mitigation, insurance and utilities shall not be subject to such cap.

Additionally, Urstadt Biddle will complete certain work, as described in Schedule "A" attached to the Fourth Amendment and enclosed herewith. WCC will also continue to be responsible for the maintenance of a service contract for four (4) (instead of 3) HVAC units servicing the Premises (i.e., the 5-ton unit, 7.5-ton unit, 10-ton unit, and 25-ton unit, collectively, the "HVAC units"), to service such units at least twice a year, once in the spring and once in the fall, and at other times as necessary. Provided the County maintains such service contract and the need for repair/replacement is not caused by the County's negligent or willful action, Urstadt Biddle will be responsible for the cost of repairing (to the extent such repairs are not covered by the WCC's service contract) and/or replacing the compressor, condenser, heat exchanger or other parts of the HVAC units or the entire unit of any such HVAC unit(s). Urstadt Biddle will also be required to complete certain work at the premises.

The proposed Fourth Amendment is in the public's best interest of the County as it provides for the continuation of WCC's satellite campus in Ossining in order to provide educational opportunities to residents of the County who may be unable to attend classes at the WCC's Valhalla Campus.

The proposed Fourth Amendment will be monitored by WCC to insure that Urstadt Biddle's responsibilities under the Lease Agreement are met.

Approval of the attached Resolution is therefore respectfully requested.

BSM/cmc

## RESOLUTION

Upon a communication from the President of Westchester Community College and with the concurrence of the Director of Countywide Administrative Services, be it hereby

**RESOLVED**, that the County of Westchester (“County”) is authorized to enter into an amendment to the lease agreement with Urstadt Biddle Properties, Inc. (“Urstadt Biddle”), for the leasing by Westchester Community College (“WCC”) of space #1A, consisting of approximately 12,558 square feet of space at a building located at 22 Rockledge Avenue, Ossining, New York, to be utilized by the Westchester Community College for health care education purpose and as a training site, in order to, among other things, extend the term of the lease for an additional period of three (3) years and eight (8) months, commencing retroactively on January 1, 2021 and terminating on August 31, 2024; and be it further

**RESOLVED**, that County will pay rent to Urstadt Biddle at the annual rate and in the monthly installments set forth below:

<u>Lease Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1/01/2021 – 8/31/2021	N/A	0
9/1/2021-12/31/2021	N/A	\$9,810.94
1/1/2022-12/31/2023	\$235,462.56	\$19,621.88
1/1/2024 – 8/31/2024	\$156,975.04	\$19,621.88

and be it further

**RESOLVED**, that the County’s share of Common Area Maintenance Charges under the Lease Agreement will not include any management fee; and be it further

**RESOLVED**, that after January 1, 2022, the County’s share of Common Area Maintenance Charges will not increase by more than 5% over the Common Area Maintenance Charges for the immediately preceding calendar year (annualized, in the case of Common Area Maintenance Charges for calendar year 2021, to account for the fact that the County is not required to pay Common Area Maintenance Charges for the period of January 1, 2021 – August 31, 2021) on a cumulative basis, except that charges for snow and ice mitigation, insurance and utilities shall not be subject to such cap; and be it further

**RESOLVED**, Urstadt Biddle will complete certain work, as described in Schedule “A” attached to this resolution; and be it further

**RESOLVED**, WCC will continue to be responsible for the maintenance of a service contract for four (4) (instead of 3) HVAC units servicing the Premises (i.e., the 5-ton unit, 7.5-ton unit, 10-ton unit, and 25-ton unit, collectively, the “HVAC units”), to provide service to such units at least twice a year, once in the spring and once in the fall, and at other times as necessary; 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 of this Resolution in the manner prescribed.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/Sub Object	Trust Account	Dollars
1/1/21-8/31/21	701	8211		4320-01		\$ 0
9/1/21-8/31/22	701	8211		4320-01		\$196,218.80
9/1/22-8/31/23	701	8211		4320-01		\$235,462.56
9/1/23-8/31/24	701	8211		4320-01		\$235,462.56

Budget Funding Year(s) 2021-2024 Start Date 01/01/2021 End Date 08/31/2024

(must match resolution)

Funding Source Tax Dollars \_\_\_\_\_

State Aid \$204,117.03 \_\_\_\_\_

\$667,143.92 Federal Aid \_\_\_\_\_

(must match resolution)

Other \$463,026.89 (Tuition) \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/07/2021 - RAYMOND SCHILKY, SECRETARY

## SCHEDULE A

### LANDLORD'S WORK

#### EXTERIOR:

1. Repair knee wall along the 100 linear feet of Demised Premises, with sheetrock replaced, taped and painted.
2. Replace the front windows and glass in entry doors of the Demised Premises.

#### INTERIOR:

1. Replace VCT Flooring throughout Classrooms 1, 2 and 7.
2. Replace carpet in student lounge, reception area and staff offices with Landlord's building standard carpeting.
3. Install automatic sensors in restroom sinks.
4. Remove existing wallpaper in main hallways, repair sheetrock and paint walls.

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/07/2021 - RAYMOND SCULKY, SECRETARY