



AGENDA ITEM

Meeting Date: 1/20/2021 - 5:30 PM
Category: SCHOOL FACILITIES MANAGEMENT
Type: Action
Subject: 15.17 Extension of a GENERAL FUND Lease Agreement with 201 Saw Mill River Road Development Corp. for the District Warehouse.

District Goals:

Enclosure:

File Attachment:

-  2021 Ext Lease Agreement.pdf
-  BOCS 201 SMR.xlsx
-  RES 17.3 OCT 21 2015.pdf
-  RES 20.10 JUN 2015.pdf
-  RES 16.20 DEC 16 2015.pdf

Rationale:

This is to continue with leasing 24,500 square feet of warehouse space at 201 Saw Mill River Road in Yonkers for use as the District's storage and distribution center for the Food Services and School Facilities departments.

There are two extensions provided under this new Lease Agreement Extension. One is to provide one month extension of the current lease under same terms and conditions, expiring on January 31, 2021 at a cost of \$16,291.67. This was presented and approved under RES 17.7 on December 16, 2020

At the end of this one month extension a 5 year extension will go into effect. The new rate will be \$19,565.42 per month fixed for 5 years. Annual cost for base rent will be \$234,782.88 plus an owner directed reimbursable fund of \$10,000.00 per year to pay costs incurred as per the "additional rent" term on the contract. Utilities costs will be paid separately under YPS utilities accounts.

Funding:

GENERAL FUND 450.5150.100000.1620.B2300 \$234,782.88 + \$10,000.00 reimbursables = \$244,782.88

Sponsored By:

Resolution

Ladies and Gentlemen:

WHEREAS: this lease agreement was extend for 5 years by an agreement dated December 1, 2015 via Board Resolution 16.20 on December 16, 2015, and

WHEREAS: this lease agreement was most recently modified by via Board Resolution 17.7 on December 16, 2022 for a one month extension, and

WHEREAS: the Board is still in need of this 24, 500 square feet of warehouse space to serve as the central storage and distribution center for the food services , school facilities management, information technology and,

WHEREAS the Board of Education agrees to extend the term of the lease for an additional 5 years that shall commence on February 1, 2021 at the fixed annual rate of \$234,782.88 plus an owner directed reimbursable fund of \$10,000.00 per year to pay costs incurred as

per the "additional rent" terms of the contract.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees authorizes the Superintendent of Schools to execute this lease extension agreement dated December 31, 2020 for 24,500 square feet of space at 201 Saw Mill River Road with 201 Saw Mill River Road Development Corp., in an annual amount of \$234,782.88 plus an owner directed reimbursable fund of \$10,000.00 per year to pay costs incurred as per the "additional rent" terms of the contract, for a term of 5 years ending January 31, 2025.

Approvals:

Recommended By:

- Signed By:** 
John Carr - Executive Director
- Signed By:** 
Tom Collich - Purchasing Director
- Signed By:** 
Finance Department - Finance Reviewer
- Signed By:** 
Elizabeth Janocha - Deputy Commissioner
- Signed By:** 
John Liszewski - Commissioner
- Signed By:** 
Matthew Gallagher - Corporation Counsel
- Signed By:** 
Dr. Edwin M. Quezada - Superintendent of Schools

Vote Results:

Original Motion

Member **Kevin Cacace** Moved, Member **Gail Burns** seconded to approve the **Original** motion 'Ladies and Gentlemen:

WHEREAS: this lease agreement was extend for 5 years by an agreement dated December 1, 2015 via Board Resolution 16.20 on December 16, 2015, and

WHEREAS: this lease agreement was most recently modified by via Board Resolution 17.7 on December 16, 2022 for a one month extension, and

WHEREAS: the Board is still in need of this 24, 500 square feet of warehouse space to serve as the central storage and distribution center for the food services , school facilities management, information technology and,

WHEREAS the Board of Education agrees to extend the term of the lease for an additional 5 years that shall commence on February 1, 2021 at the fixed annual rate of \$234,782.88 plus an owner directed reimbursable fund of \$10,000.00 per year to pay costs incurred as per the "additional rent" terms of the contract.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees

authorizes the Superintendent of Schools to execute this lease extension agreement dated December 31, 2020 for 24,500 square feet of space at 201 Saw Mill River Road with 201 Saw Mill River Road Development Corp., in an annual amount of \$234,782.88 plus an owner directed reimbursable fund of \$10,000.00 per year to pay costs incurred as per the "additional rent" terms of the contract, for a term of 5 years ending January 31, 2025.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **9** Nay: **0**.
The motion **Carried 9 - 0**

Rev. Steve Lopez	Yes
Andrea Brown	Yes
Kevin Cacace	Yes
Dr. Rosalba Corrado Del Vecchio	Yes
Abdool H. Jamal	Yes
Dr. John Castanaro	Yes
Lakisha Collins-Bellamy	Yes
Gail Burns	Yes
Sheila Greenwald	Yes

LEASE EXTENSION AGREEMENT

AGREEMENT made this 31st day of December, 2020, by and between 201 Saw Mill River Road Development Corp., a New York corporation with offices and principal place of business at 201 Saw Mill River Road, Yonkers, New York 10701 (hereinafter referred to as "LANDLORD"), and the Board of Education, with offices located at Larkin Center, Yonkers, New York 10701 (herein referred to as "TENANT") for space located at 201 Saw Mill River Road known as Space 3 North on the 3rd Floor as well as the Butler Building and Loading Dock #1 (herein referred to as the "DEMISED PREMISES")

WITNESSETH:

WHEREAS, by Agreement dated May 24, 1995, LANDLORD, entered into a Lease Agreement (the "Lease") with TENANT for a period of five (5) years commencing upon July 1, 1995 which expired on June 3, 2000; and

WHEREAS, by Lease Modification and Extension Agreement dated June 2005 the Lease was extended for an additional five years so that the expiration date became June 30, 2010;

WHEREAS, by an Option offered within said Lease, the Parties modified and extended the terms of the aforesaid Lease Agreement so that the expiration date became June 30, 2015;

WHEREAS, by Lease Agreement & Extension dated June 2015, the term was extended for 3 months and the expiration date became September 30, 2015;

WHEREAS by Lease Amendment & Modification Agreement dated December 1, 2015, the term was extended and is scheduled to expire as of December 31, 2020;

WHEREAS, the Parties hereto are now desirous of again extending the aforesaid Lease Agreement with the terms contained herein;

NOW, THEREFORE, in consideration of the terms, provisions, covenants and consideration set forth herein, it is agreed by and between the Parties hereto as follows:

1. The current **DEMISED PREMISES** are comprised of i) 12,500 sf of space on the north side of Building A (herein after referred to as "Space 3N " ii.) 12,000 sf on the first floor of Building B hereinafter referred to as the "Butler Building" and Loading Dock #1 all located at 201 Saw Mill River Road in Yonkers, New York. The Parties are desirous of extending the Lease for a period of one (1) month from the expiration date of December 31, 2020. Accordingly, the term of the extended Lease shall **commence January 1, 2021 and shall expire January 31, 2021**
2. During the one (1) Month Extension Term, the **TENANT** shall continue to pay the same monthly \$7,291.67 and \$9,000 base rent that is currently being charged by the **LANDLORD** for a total of \$16,291.67 base rent monthly to **LANDLORD** on the 1st of the month.
3. **LANDLORD** agrees to defer the payment of January's Additional Rent (not Base Rent) charges of \$250 for elevator maintenance and \$6,471.87 for gas until February 28, 2021 without penalty or late fees. Should **TENANT** fail to make said

payment in full by February 28, 2021, all penalty and late fees shall be retroactively assessed for the month of January.

4. TENANT agrees that at the end of this (1) month extension period TENANT should TENANT remain desirous of extending the Lease for an additional five (5) year term, the base monthly rent will be comprised of \$8.05 per sq. ft. for Space 3N and the Loading Dock #1 (\$8,385.42 a month) and \$11.18 per sq. ft. for the Butler Building (\$11,180.00) which totals \$19,565.42 per month fixed for the five (5) year term and payable to the LANDLORD on the 1st of the month.

Provided that TENANT is not in default beyond the expiration of any applicable grace period pursuant to any of the terms, covenants or conditions of the Lease, and/or any of the Lease Extensions or this Lease Modification and Extension Agreement, TENANT shall have the option of renewing the 5 year term referenced above for one (1) period of five (5) years at a ten (10%) percent increase, that will be fixed for the Option term subject to and upon the following terms and conditions.

5. TENANT agrees to hold LANDLORD and ECCO Development, LLC, their affiliates, subsidiaries, agents, officers, directors, shareholders, partners and/or principals (disclosed or undisclosed) harmless and indemnify LANDLORD or ECCO Development, LLC's, affiliates, subsidiaries, agents, officers, directors, shareholders, partners or principals (disclosed or undisclosed) for any loss (by

theft of otherwise), any damage or loss (including without limitation, the acts of negligence of any other tenants, or any agents, contractors, invitees or other occupants of the DEMISED PREMISES with regard to the north elevator. It is TENANT'S sole responsibility to protect the DEMISED PREMISES with regard to the north elevator. It is TENANT's sole responsibility to protect the DEMISED PREMISES and its property. In addition, any issues with other tenants with regard to the north side elevator, the loading docks and/or any other shared items, shall be dealt with between the tenant(s). LANDLORD shall have no responsibility or liability with regard to same.

6. Except as set forth hereinabove, the Parties agree that all terms, conditions and provisions of the Lease Agreement of May 24, 1995 and all modifications and extensions thereto shall remain in full force and effect during the current Extension Term and are hereby and in all respects ratified and reconfirmed.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day first set forth above.

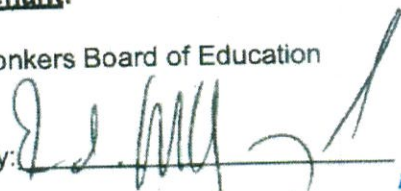
Landlord:

201 Saw Mill River Road Development Corp.

By: 
John F. Gizzi
Title: Secty/Treasurer

Tenant:

Yonkers Board of Education

By: 
Title: Superintendent

04.4.2020

APPROVAL BY: _____