



Kenneth W. Jenkins  
County Executive

Department of Social Services

Leonard G. Townes  
Commissioner

111559

DATE: August 5, 2025

TO: Board of Acquisition and Contract

FROM: Leonard G. Townes  
Commissioner, Department of Social Services

Christopher D. Steers  
Director of Countywide Administrative Services and Real Estate

SUBJECT: Authority for the County of Westchester to enter into a lease agreement with 101 North Broadway LLC, pursuant to which it will lease the premises at 101 North Broadway in Yonkers, New York, which will be used to provide an emergency overnight shelter and other housing, for the period from March 1, 2026 through February 28, 2029, with the County having the option to extend the term of the lease by two (2) additional years thereafter.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County") to enter into a lease agreement (the "Agreement," DSS3000-26) with 101 North Broadway LLC (the "Owner"), pursuant to which the Owner will lease to the County the premises at 101 North Broadway in Yonkers, New York (the "Premises"), which will be used to provide an emergency overnight shelter and other housing, for the period from March 1, 2026 through February 28, 2029 (the "Initial Term"), with the County having the option to extend the term of the lease by two (2) additional years thereafter on the same terms as the Initial Term (the "Option Term"), for the following respective total not-to-exceed, and equal monthly, rent amounts:

Period	Total Rent Not-To-Exceed	Monthly Rent
Initial Term, Year 1 (3/1/26 – 2/28/27)	\$522,989.04	\$43,582.42
Initial Term, Year 2 (3/1/27 – 2/29/28)	\$536,063.76	\$44,671.98
Initial Term, Year 3 (3/1/28 – 2/28/29)	\$549,465.36	\$45,788.78
Option Term, Year 1 (3/1/29 – 2/28/30)	\$563,202.00	\$46,933.50
Option Term, Year 2 (3/1/30 – 2/28/31)	\$577,282.08	\$48,106.84

Under the Agreement, the rent shall be fixed, as indicated above, and the Owner shall be responsible for and pay for all utilities serving and used at the Premises, including, but not limited to, water, sewer, heating fuel, telephone, cable television and internet service; provided, however, that the County will be responsible for reimbursing the Owner for the actual costs that the Owner incurs and pays for real estate taxes for the Premises, and for electricity and gas used at the Premises.

Under the Agreement, the County and the Owner will agree to hold and save the other harmless from damage or injuries to persons or property caused by or arising out of the negligence or willful wrongdoing of the other, the other's employees, occupants and their invitees, including the other's failure to fulfill its repair and maintenance obligations under the Agreement, and to defend promptly and diligently, at its own expense, any claim, action or proceeding brought against the other arising out of such negligence or willful misconduct if so requested by the other, and to hold harmless and fully indemnify the other from any judgment loss or settlement, together with reasonable legal fees incurred, on account thereof, provided that no such settlement shall be entered into without the other's consent.

Under the Agreement, the County and the Owner will each represent to the other that it has dealt with no broker in connection with the Agreement, and agree to indemnify and hold harmless the other, the other's trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents, from all claims of any other brokers, claiming to have represented the party in connection with the Agreement.

Under the Agreement, the County will agree to not store any hazardous toxic waste or substances used in the County's operations, and should any such substances be discovered in the Premises, the County shall immediately remove them at its sole cost and expense, to the extent required by applicable environmental laws, and indemnify and hold harmless the Owner and any mortgage holder on the Premises with respect to any loss, claim or damage arising out of the presence of any such substance caused by the County, its employees, agents, patients, or contractors, including any fines imposed or reasonable legal fees incurred by the Owner.

Under the Agreement, if the County fails to remove such substances, to the extent required by applicable environmental laws, within thirty (30) days after written notice from the Owner, or longer if more time is reasonably required, the Owner may do so at the sole cost and expense of the County, and such sums advanced shall be deemed additional rent, and the Owner shall also have the right to terminate the Agreement.

Under the Agreement, if because of any act or omission, or alleged act or omission, of the County in connection with any construction undertaken by the County, any construction lien or other lien charge, or order for the payment of money or other encumbrance or violation shall be filed against the Owner and/or any portion of the Premises (whether or not such lien, charge, order, or encumbrance is valid or

enforceable as such), the County shall, at its own cost and expense, make reasonable attempts to cause same to be discharged of record within thirty (30) days after notice of the filing thereof from the Owner or notice from the filer of such lien; and the County shall indemnify and save harmless the Owner against and from all reasonable costs, liability, suits, penalties, claims, and demands, including reasonable counsel fees resulting therefrom; provided, however, the notwithstanding anything to the contrary in the foregoing, the County's duty to indemnify and save harmless shall not apply to work undertaken by the County due to the Owner's failure to perform such an obligation under the Agreement.

The proposed Agreement will serve a public purpose by providing the County with access to housing for persons in need of such housing.

The goal and objective of the proposed Agreement is to provide the County with access to housing for persons in need of such housing.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of health and safety, as providing the County with access to housing for persons in need of such housing will ultimately ensure the health and safety of such persons.

The goal and objective of the proposed Agreement will be tracked and monitored by the staff of the Department of Social Services.

As a lease, the proposed Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(b) thereof.

I respectfully recommend the adoption of the attached resolution.

CDS/LGT/bdm/nn

## RESOLUTION

Upon a communication from the Commissioner of the Department of Social Services and the Director of Countywide Administrative Services and Real Estate, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into a lease agreement (the "Agreement," DSS3000-26) with 101 North Broadway LLC (the "Owner"), pursuant to which the Owner will lease to the County the premises at 101 North Broadway in Yonkers, New York (the "Premises"), which will be used to provide an emergency overnight shelter and other housing, for the period from March 1, 2026 through February 28, 2029 (the "Initial Term"), with the County having the option to extend the term of the lease by two (2) additional years thereafter on the same terms as the Initial Term (the "Option Term"), for the following respective total not-to-exceed, and equal monthly, rent amounts:

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; and be it further

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RESOLVED, that, under the Agreement, the County and the Owner will agree to hold and save the other harmless from damage or injuries to persons or property caused by or arising out of the negligence or willful wrongdoing of the other, the other's employees, occupants and their invitees, including the other's failure to fulfill its repair and maintenance obligations under the Agreement, and to defend promptly and diligently, at its own expense, any claim, action or proceeding brought against the other arising out of such negligence or willful misconduct if so requested by the other, and to hold harmless and fully indemnify the other from any judgment loss or settlement, together with reasonable legal fees incurred, on account thereof, provided that no such settlement shall be entered into without the other's consent; and be it further

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and agree to indemnify and hold harmless the other, the other's trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents, from all claims of any other brokers, claiming to have represented the party in connection with the Agreement; and be it further

RESOLVED, that, under the Agreement, the County will agree to not store any hazardous toxic waste or substances used in the County's operations, and should any such substances be discovered in the Premises, the County shall immediately remove them at its sole cost and expense, to the extent required by applicable environmental laws, and indemnify and hold harmless the Owner and any mortgage holder on the Premises with respect to any loss, claim or damage arising out of the presence of any such substance caused by the County, its employees, agents, patients, or contractors, including any fines imposed or reasonable legal fees incurred by the Owner; and, under the Agreement, if the County fails to remove such substances, to the extent required by applicable environmental laws, within thirty (30) days after written notice from the Owner, or longer if more time is reasonably required, the Owner may do so at the sole cost and expense of the County, and such sums advanced shall be deemed additional rent, and the Owner shall also have the right to terminate the Agreement; and be it further

RESOLVED, that, under the Agreement, if because of any act or omission, or alleged act or omission, of the County in connection with any construction undertaken by the County, any construction lien or other lien charge, or order for the payment of money or other encumbrance or violation shall be filed against the Owner and/or any portion of the Premises (whether or not such lien, charge, order, or encumbrance is valid or enforceable as such), the County shall, at its own cost and expense, make reasonable attempts to cause same to be discharged of record within thirty (30) days after notice of the filing thereof from the Owner or notice from the filer of such lien; and the County shall indemnify and save harmless the Owner against and from all reasonable costs, liability, suits, penalties, claims, and demands, including reasonable counsel fees resulting therefrom; provided, however, the notwithstanding anything to the contrary in the foregoing, the County's duty to indemnify and save harmless shall not apply to work undertaken by the County due to the Owner's failure to perform such an obligation under the Agreement; and be it further

RESOLVED, that the County Executive or his duly authorized designee is empowered to execute all documents and take all actions necessary to effect the purpose of this resolution.

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1.

	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
2026	101	22	8900	5860		\$435,824.20
2027	101	22	8900	5860		\$533,884.64
2028	101	22	8900	5860		\$547,231.76
2029	101	22	8900	5860		\$91,577.56

2. Budget Funding Year(s): 2026-2029

Start Date: March 1, 2026  
(must match resolution)

End Date: February 28, 2029

3. Funding Source:

Federal	0%	CFDA#(s)	N/A		
State	29%	State ID#(s)	N/A		
Operating/Tax Levy	71%				
Capital	N/A				

4. Total NTE: \$ 1,608,518.16  
(must match resolution)

APPROVED BOARD OF ACQUISITION & CAPITAL