

LOCAL LAW NO. 4 OF 2011

COUNTY OF WASHINGTON, NEW YORK

By Supervisors Campbell, LaPointe, Hall, Shay, Lindsay, Henke, Suprenant, Idleman, Banks, Haff

**A LOCAL LAW “AUTHORIZING THE COUNTY TO ENTER INTO A GROUND LEASE WITH THE ADIRONDACK HOUSING ASSOCIATION, LLC RESPECTING REAL PROPERTY OWNED BY WARREN AND WASHINGTON COUNTIES HELD IN TRUST FOR ADIRONDACK COMMUNITY COLLEGE D/B/A SUNY ADIRONDACK FOR A NOMINAL RENT AND A TERM NOT TO EXCEED 49 YEARS”**

BE IT ENACTED, by the Board of Supervisors of the County of Washington, New York, as follows:

**SECTION 1.** Legislative Intent and Purpose:

This Local Law is intended to provide authority (to the extent the same does not already exist in Washington County as a joint owner in trust of the subject property pursuant to County Law Section 6306) to allow the County of Washington to enter into a Ground Lease with Adirondack Housing Association, LLC with regard to certain real property located in the Town of Queensbury and a part of the Adirondack Community College d/b/a SUNY Adirondack campus, which property is jointly owned by Warren and Washington Counties and held in trust for the College. This transaction facilitates a legitimate college purpose of providing property for student housing which in turn is expected to benefit the college as a way to maintain or increase student enrollment and thereby help facilitate the continued viability of the college. It is also noted that a number of other community colleges have student housing located on their campuses and this would appear to be a logical, compatible and reasonable use of the property.

**SECTION 2.** County Law Section 215 Amended and/or Superseded:

The Washington County Board of Supervisors hereby states its intent, by this Local Law and to the extent necessary, to supersede County Law Section 215 which provides for certain limitations on the period of time in which property owned by the County may be leased and/or the manner (declaration of lack of need, surplus, public advertisement and lease to highest bidder) in which this may be accomplished. Due to the unique circumstances under which the property will be used for student housing, and therefore benefitting the college jointly sponsored by Warren and Washington Counties, it is believed that special circumstances provide for not only amending and/or superseding County Law Section 215, but also establishing authority independent of those sections to the extent necessary.

**SECTION 3.** Description of the County of Warren and Washington jointly owned real property affected by this Local Law:

This Local Law concerns the lease of a portion of that piece or parcel of County

owned real property lying and existing off Bay Road in the Town of Queensbury and further described as follows:

### **Proposed Building Parcel**

All that tract or parcel of land situate in the Town of Queensbury, Warren County, N.Y.S. bounded and described as follows:

Beginning at a point at the southwest corner of the parcel herein described, being the following two courses from a point on the east line of Bay Road that is 1097.5 feet northerly of the southwest corner of the lands of Adirondack Community College,

S79°13'49"E, 616.28 feet to a point

S10°00'00"W, 200.00 feet to the point of beginning.

Thence from the point of beginning through the lands of the grantor the following six courses:

N10°00'00"E, 370.00 feet to a point

S80°00'00"E, 670.00 feet to a point

S10°00'00"W, 491.20 feet to a point

N80°00'00"W, 140.00 feet to a point

N51°09'35"W, 251.26 feet to a point

N80°00'00"W, 309.90 feet to a point to the point of beginning.

Containing 6.387 acres of land.

The aforementioned lease shall include a driveway and utility easements to run for the duration of the lease as follows:

### **Driveway Easement**

All that tract or parcel of land situate in the Town of Queensbury, Warren County, N.Y.S. bounded and described as follows:

Beginning at a point on the easterly line of Bay Road, 1097.5 feet northerly from the southwest corner of lands of the Adirondack Community College. Thence along the easterly line of said Bay Road, N11°52'17"E, 40.01 feet to a point. Thence through the lands of the grantor the following three courses:

S79°13'49"E, 614.98 feet to the proposed building parcel

S10°00'00"W, 40.00 feet along the westerly line of the proposed building parcel

N79°31'49"W, 616.28 feet to the point of beginning.

Containing 0.565 acre of land.

### **Utility Easement**

Together with a non-exclusive easement across College property for utility connections including water, sewer, gas, electricity, telephone, cable, data and internet access.

**SECTION 4.** Authorization to Lease the Property Identified in Section 3 Hereof: Provided that the Adirondack Community College d/b/a SUNY Adirondack Board of Trustees shall first approve such lease, Warren County be, and hereby is, authorized, jointly with the

County of Washington, to enter into a Ground Lease with Adirondack Housing Association, LLC of that property described in Section 3 hereof and the Chairman of the Washington County Board of Supervisors, or his designee, is hereby authorized to execute a Ground Lease and any future amendments and/or extensions thereto from Washington County, as joint owner of trust for Adirondack Community College d/b/a SUNY Adirondack to the Adirondack Housing Association, LLC, an entity affiliated with the Adirondack Community College d/b/a SUNY Adirondack for an original term not to exceed forty-nine (49) years at a rental payment of One Dollar (\$1) per year, for the purpose of operating a student housing facility for the use and benefit of students, alumni, invitees, the staff of the college and for purposes related to the educational mission of the college. The lease may include easements for access and utilities to the facility and shall be in substantially the same form annexed hereto as Exhibit "A" with the final lease to be in a form approved by the attorneys for the counties of Warren and Washington and the college's attorney. The Chairman and/or his designee is also authorized to execute any and all other related documents necessary for the lease and to take such other actions as may be necessary to carry out the terms thereof. Any Ground Lease agreement may provide for the renewal thereof provided that the original term of such original agreement and all renewals shall not exceed the total of forty-nine (49) years.

**SECTION 5.** Local Law Subject to Referendum of Petition:

This Local Law shall not take effect until at least forty-five (45) days after its adoption or until approved by the affirmative vote of the majority of qualified electors of Washington County voting on a proposition for its approval if, within forty-five days after adopting, there shall be filed with the Clerk a petition protesting against such Local Law signed and authenticated as required by the Municipal Home Rule Law of the State of New York. The Clerk shall publish this Local Law and take such further action as may be required by the Municipal Home Rule Law concerning this Local Law.

**SECTION 6.** Effective Date:

This Local Law shall take effect immediately upon filing in the Office of the Secretary of State.

<http://www.co.washington.ny.us>