THE MAYOR
CITY OF NEW YORK
CALENDAR NO. 16

WHEREAS, a lease for the City of New York, as tenant, of approximately 50,182 rentable square feet of space on entire 23rd floor and part of the 7th floor, of a building located at 7 World Trade Center (Block 84 & Lot 36) in the Borough of Manhattan is for the Mayor's Office of Emergency Management to use as an office , or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine;

WHEREAS, the proposed use was approved by the City Planning Commission pursuant to NYC Charter Section 195 on December 3, 1997 (CPC Appl. No. N980149PXM, Public Hearing Cal. No. 21);

WHEREAS, the proposed lease shall be for a period commencing upon the Date of Execution of the lease and expiring January 31, 2018 at annual rent of $1,405,096.00 ($28.00 per square foot) from January 1, 1999 (subject to Substantial Completion, as further defined in the lease) for five (5) years, $1,756,370.00 ($35.00 per square foot) for the next five (5) years, $1,856,734.00 ($37.00 per square foot) for the following five (5) years, and $2,107,644.00 ($42.00 per square foot) for the remaining term, payable in equal monthly installments at the end of each month;

WHEREAS, the lease may be terminated by the Tenant at the end of the 2nd Rental Period, as further defined in the lease, provided the Tenant gives the Landlord eighteen (18) months prior written notice. In the event that the lease is terminated by the Tenant, the Tenant shall pay to the Landlord the unamortized portion of the brokerage commission paid by Landlord pursuant to this lease;

WHEREAS, the Landlord shall prepare architectural plans and engineering plans and make alterations and improvements. The total cost of Tenant's Initial Work shall not exceed $14,287,986.00. The Landlord shall contribute $1,661,843.00 toward the cost and any balance up to a maximum of $12,626,143.00 will be paid by the Tenant. The Tenant shall reimburse the Landlord for Tenant's share of the costs, to be disbursed as outlined in the lease. Landlord shall supply architectural, engineering and consultant services at its sole cost and expense;

WHEREAS, the Landlord shall provide heat, air-conditioning condenser water, hot and cold water and elevator services during normal business hours 8:00 a.m. to 6:00 p.m. on Monday through Friday inclusive, holidays excepted, and access and elevator (passenger and freight) service twenty-four (24) hours per day, seven (7) days per week. The Landlord shall provide cleaning and rubbish removal services, as defined in the lease. Tenant shall reimburse Landlord for the reasonable cost of after-hours freight elevator service, supplemental and after hours condenser water, above normal office water usage, and supplemental cleaning services;

WHEREAS, the Landlord shall pay any PILOT, assessments, water rates and sewer rents;

WHEREAS, the Tenant shall reimburse the Landlord for the Tenant's proportionate share (2.59%) of any increase in real estate taxes or PILOT over the real estate taxes or PILOT for the base fiscal year 1997/1998;

WHEREAS, the Tenant shall reimburse the Landlord for its proportionate share (2.59%) of any increase in the landlord's operating expenses above the audited base calendar year of 1998. Such increase amount shall be the audited base year increased by the applicable CPI annually during the term of the lease;

WHEREAS, the Landlord shall make interior, exterior, and structural repairs, including but not limited to maintenance, repair and replacement to the roof, sidewalks, windows, elevators, plumbing, electrical, heating, ventilation and air-conditioning equipment. Tenant shall reimburse Landlord for the costs of interior repairs, the cost of maintenance and repairs to Tenant's air-conditioning equipment servicing the demised premises, including the supplemental air-conditioning equipment, and the cost of any such repairs caused by Tenant's use, negligence or intentional acts;

WHEREAS, the Tenant shall pay the Landlord for Tenant's electricity by sub-meter. Tenant shall have an option, as further outlined in the lease, to have the premises directly metered to the public utility company. Landlord shall install such direct meter and any necessary risers and wiring, and Tenant shall reimburse Landlord for such costs;

WHEREAS, the Tenant shall have the right to have an equipment room and antennae on the roof and shall pay Landlord $42,000.00 per annum for such use;

WHEREAS, the Landlord shall certify, prior to substantial completion, that there are no asbestos containing materials in the demised premises and the common areas to which tenant has access;

WHEREAS, there is no City-owned property or space in buildings under lease or license to the City that can be utilized to provide the space required by this Agency and the rent is fair and reasonable;

WHEREAS, the Office of Management and Budget has notified the Department of Citywide Administrative Services that funds for the rental of these premises will be provided when needed;

WHEREAS, as certified below, a duly noticed Real Property Public Hearing in the matter of a lease pursuant to Section 824 of the City Charter, was held and closed by the Mayor on March 25, 1998, (Cal. No. 16). At such hearing no testimony was offered;

WHEREAS, the Hearing was closed without amendment;

WHEREAS, the lease has been executed by the Landlord;

CERTIFICATION by the Mayor's Office of Contracts/Public Hearing Unit of the actions at and final disposition of the Real Property Public Hearing held on March 25, 1998, (Cal. No. 16);

Jacqueline Galory | Hearing Secretary | March 25, 1998

Name | Title | Date

NOW, after due consideration, the Mayor hereby authorizes the Department of Citywide Administrative Services, Division of Real Estate Services, to lease the property described herein in accordance with the terms of the lease described in the Calendar of Public Hearings on Real Property Acquisition and Disposition dated March 24, 1998, (Cal. No. 16). The relevant portions of the Calendar are annexed hereto.

Date: 3/25/98

Claude M. Millman, Director
Mayor's Office of Contracts

~~senior center, or for such other similar use, as the Commissioner of the Department of Citywide Administrative Services may determine.~~

~~The proposed use was approved by the City Planning Commission pursuant to NYC Charter Section 197c on May 16, 1990 (CPC Appl. No. C 900270 PLM, Public Hearing Cal. No. 47).~~

~~The proposed lease shall be for a period of five (5) years from February 24, 1996 at an annual rent of $133,000.00 ($19.00 per square foot), payable in equal monthly installments at the end of each month.~~

~~The Tenant shall have the right to renew the lease for a period of five (5) years at an annual rent of $133,000.00 ($19.00 per square foot).~~

~~The Landlord shall, upon execution of the lease, make alterations and improvements in accordance with specifications prepared by the Division of Real Estate Services and approved by the Agency.~~

~~The Landlord shall provide heat, air-conditioning, and hot and cold water during normal business hours 8:00 a.m. to 6:00 p.m. on Monday through Friday inclusive. However, access to be provided 24 hours/7 days per week.~~

~~The Landlord shall provide cleaning and rubbish removal services.~~

~~The Landlord shall pay real estate taxes, assessments, water rates and sewer rents.~~

~~The Landlord shall make interior, exterior, and structural repairs, including but not limited to maintenance, repair and replacement to the roof, sidewalks, windows, plumbing, electrical, heating, ventilation and air-conditioning equipment. Tenant shall reimburse Landlord for the costs of any such repairs caused by Tenant's negligence or intentional acts.~~

~~The Landlord shall, at its sole cost and expense, abate any deteriorated asbestos during the term of the lease. If the survey recommends removal, the Landlord shall remove the asbestos at its sole cost and expense and the rent shall be abated for that portion of the space which becomes untenantable during the asbestos removal.~~

Close the Hearing.

No. 16

R-15855

PUBLIC HEARING, pursuant to the provisions of Section 824 of the New York City Charter, as submitted by the Department of Citywide Administrative Services, Division of Real Estate Services, hereby authorizes a lease for the City of New York, as tenant, of approximately 50,182 rentable square feet of space on entire 23rd floor and part of the 7th floor, of a building located at 7 World Trade Center (Block 84 & Lot 36) in the Borough of Manhattan, for the Mayor's Office of Emergency Management to use as an office, or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

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The proposed use was approved by the City Planning Commission pursuant to NYC Charter Section 195 on December 3, 1997 (CPC Appl. No. N980149PXM, Public Hearing Cal. No. 21).

The proposed lease shall be for a period commencing upon the Date of Execution of the lease and expiring January 31, 2018 at annual rent of $1,405,096.00 ($28.00 per square foot) from January 1, 1999 (subject to Substantial Completion, as further defined in the lease) for five (5) years, $1,756,370.00 ($35.00 per square foot) for the next five (5) years, $1,856,734.00 ($37.00 per square foot) for the following five (5) years, and $2,107,644.00 ($42.00 per square foot) for the remaining term, payable in equal monthly installments at the end of each month.

The lease may be terminated by the Tenant at the end of the 2nd Rental Period, as further defined in the lease, provided the Tenant gives the Landlord eighteen (18) months prior written notice. In the event that the lease is terminated by the Tenant, the Tenant shall pay to the Landlord the unamortized portion of the brokerage commission paid by Landlord pursuant to this lease.

The Landlord shall prepare architectural plans and engineering plans and make alterations and improvements. The total cost of Tenant's Initial Work shall not exceed $14,287,986.00. The Landlord shall contribute $1,661,843.00 toward the cost and any balance up to a maximum of $12,626,143.00 will be paid by the Tenant. The Tenant shall reimburse the Landlord for Tenant's share of the costs, to be disbursed as outlined in the lease. Landlord shall supply architectural, engineering and consultant services at its sole cost and expense.

The Landlord shall provide heat, air-conditioning condenser water, hot and cold water and elevator services during normal business hours 8:00 a.m. to 6:00 p.m. on Monday through Friday inclusive, holidays excepted, and access and elevator (passenger and freight) service twenty-four (24) hours per day, seven (7) days per week. The Landlord shall provide cleaning and rubbish removal services, as defined in the lease. Tenant shall reimburse Landlord for the reasonable cost of after-hours freight elevator service, supplemental and after hours condenser water, above normal office water usage, and supplemental cleaning services.

The Landlord shall pay any PILOT, assessments, water rates and sewer rents.

The Tenant shall reimburse the Landlord for the Tenant's proportionate share (2.59%) of any increase in real estate taxes or PILOT over the real estate taxes or PILOT for the base fiscal year 1997/1998.

The Tenant shall reimburse the Landlord for its proportionate share (2.59%) of any increase in the landlord's operating expenses above the audited base calendar year of 1998. Such increase amount shall be the audited base year increased by the applicable CPI annually during the term of the lease.

The Landlord shall make interior, exterior, and structural repairs, including but not limited to maintenance, repair and replacement to the roof, sidewalks, windows, elevators, plumbing, electrical, heating, ventilation and air-conditioning equipment. Tenant shall reimburse Landlord for the costs of interior repairs, the cost of maintenance and repairs to Tenant's air-conditioning equipment servicing the demised premises, including the supplemental air-conditioning equipment, and the cost of any such repairs caused by Tenant's use, negligence or intentional acts.

The Tenant shall pay the Landlord for Tenant's electricity by sub-meter. Tenant shall have an option, as further outlined in the lease, to have the premises directly metered to the public utility company. Landlord shall install such direct meter and any necessary risers and wiring, and Tenant shall reimburse Landlord for such costs.

The Tenant shall have the right to have an equipment room and antennae on the roof and shall pay Landlord $42,000.00 per annum for such use.

The Landlord shall certify, prior to substantial completion, that there are no asbestos containing materials in the demised premises and the common areas to which tenant has access.

Close the Hearing.

BOROUGH OF QUEENS

No. 17

R-15848

PUBLIC HEARING, pursuant to the provisions of Section 824 of the New York City Charter, as submitted by the Department of Citywide Administrative Services, Division of Real Estate Services, hereby authorizes a lease for the City of New York, as tenant, of approximately 20,096 rentable square feet of space and 7,618 square feet of rent free parking lot in the entire building located at 219 Beach 59th Street (Block 15900 & Lots 8 & 12) in the Borough of Queens, for the Income Support Program of the Human Resources Administration to use as an office or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The proposed lease shall be for a period of twenty (20) years from February 11, 1996, at an annual rent of $200,960.00 ($10.00 per square foot) from 2/11/96 through substantial completion, $221,056.00 ($11.00 per square foot) from substantial completion through 2/10/2001, $251,200.00 ($12.50 per square foot) from 2/11/2001 through 2/10/2006, $282,750.72 ($14.07 per square foot) from 2/11/2006 through 2/10/2011 years and $318,119.68 ($15.83 per square foot) from 2/11/2011 through 2/10/2016 payable in equal monthly installments at the end of each month.

The lease may be terminated by the Tenant at the end of two (2) years, or at any time thereafter, provided the Tenant gives the Landlord 180 days prior written notice. In the event that the lease is terminated by the Tenant during the first ten (10) years of the term, the Tenant shall pay to the Landlord the unamortized portion of Landlord's cost for the alterations and improvements to the space to be relinquished.

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