



**DEPARTMENT OF CITYWIDE ADMINISTRATIVE SERVICES
DIVISION OF REAL ESTATE SERVICES**

MUNICIPAL BUILDING, 20th Floor South
NEW YORK, N.Y. 10007
(212) 669-3645

WILLIAM J. DIAMOND
Commissioner

IRIS WEINSHALL
First Deputy Commissioner

LORI FIERSTEIN
Deputy Commissioner

February 27, 1998

**THE MAYOR,
CITY OF NEW YORK:**

Attention: Director
Mayor's Office of Contracts

Submitted herein for your consideration, and for submission at a public hearing pursuant to Section 824 of the Charter of the City of New York, are the terms of a lease for The City of New York, as Tenant, of approximately 50,065 rentable square feet of space on the entire 23rd floor and part of the 7th floor in 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 be used as a office, or for such other use as the Commissioner of the Department of Citywide Administrative Services may determine.

The proposed lease terms are contained in the attached Real Property Public Hearing Calendar Memorandum.

The space is needed to house this agency in one location so they may provide the on-scene coordination for all emergency incidents that require a multi-agency response in the City.

As of this date of this submission the Landlord has signed the lease.

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. 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.

Landlord : 7 World Trade Company, L.P.
c/o Silverstein Properties
120 Broadway
New York, New York 10271

Respectfully,

Lori Fierstein
Deputy Commissioner

c: William J. Diamond, Commissioner
Jerome Hauer, Office of Emergency Management
Jeff Kondrat, Assistant Commissioner
Ed Scott, Assistant Commissioner
Chuck Briski, Office of Management and Budget
Conan Freud, Office of Management and Budget
Jacqueline Galory, Mayor's Office of Contracts
IPIS No.: 2841, Project No.: 96-1346

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 supplemental air-conditioning equipment and the cost of any such repairs caused by Tenant's 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 \$36,000.00 per annum for such use.

The Landlord shall provide proof, 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.