

LOCAL LAW NO. ____ - 2008

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with EJM Building Services, LLC for space at Westchester County Airport.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is authorized to terminate a lease agreement dated October 16, 2003, with EJM Building Services, LLC (“EJM”) for space at Westchester County Airport.

§2. The County is authorized to enter into a new lease agreement with EJM effective upon execution for a term of ten (10) years with EJM having the option to renew the lease for two (2) additional ten (10) year terms. The leased space shall consist of Hangar “6” and Building “11”.

§3. Pursuant to the terms of the lease, the initial yearly rental for Hangar “6” and Building “11” will be \$1,291,363. The rent shall have annual increases of 5% or 100% of the Consumer Price Index (N.Y., N.J., & Urban consumers), whichever is greater. There will also be a market evaluation every five (5) years and if it is determined that the rent being charged to EJM is in excess of the market rate, then annual increases will not be charged until such time as the market rent and the EJM are equivalent. EJM will be responsible for all utility costs, water and taxes. A rent abatement totaling \$100,000 will be credited to EJM over five (5) years in equal quarterly installments for improvements to Building “11” following completion of the improvements, expected to cost up to approximately \$1,000,000 including ADA compliance, security, office renovations and a passenger waiting facility. In addition to that abatement, EJM will receive approximately \$240,000 in rent abatements for renovations previously undertaken at Hangar “6” agreed to under the Existing Lease.

§4. Pursuant to the terms of the lease, EJM shall demolish and pave for use as parking the area known as Building “5” subject to EJM receiving any and all permits necessary to undertake such work. Should EJM complete demolition of Building “5” then the parking in a lot north of Hangar “6” which EJM currently utilizes would automatically revert to the County. In the event that the necessary work permits are not granted for the demolition and/or paving of Building “5”, then Building “5” shall remain with the County and parking north of Hangar “6” would remain with EJM.

§5. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§6. This Local Law shall take effect immediately.