

# Warren County Board of Supervisors

## RESOLUTION NO. 243 OF 2011

**Resolution introduced by Supervisors Belden, Bentley, Merlino, Champagne, Monroe, McCoy, Conover, Wood and Taylor**

### **SETTING PUBLIC HEARING AND COMMENCING SEQRA REVIEW WITH RESPECT TO PROPOSED AIRPORT REAL PROPERTY LEASE AGREEMENT WITH CHRIS HATIN AND BRUCE MOWERY**

WHEREAS, the Public Works Committee of the Board of Supervisors has recommended that the County enter into an Airport Real Property Lease Agreement with Chris Hatin and Bruce Mowery (an LLC to be established and named later) (hereinafter "Tenant") for the lease of an Airport parcel for the construction, maintenance and use/sublease and/or rental of one (1) commercial use aircraft hangar building with office space at the Floyd D. Bennett Memorial Airport - Warren County, New York, and

WHEREAS, the proposed lease agreement is presented at this meeting and is on file with the Clerk of the Board of Supervisors, and

WHEREAS, the proposed lease agreement with Tenant is proposed to provide, among other things, for:

1. the payment of annual rent at Fifty-Four Cents (\$.54) per square foot of real property leased [approximately Eight Thousand Three Hundred Sixty-Four Dollars and Sixty Cents (\$8,364.60) per year]; and
2. the term of the lease to commence upon the execution by all parties of the lease agreement and continue for thirty (30) years with the tenant to have an option to extend said lease agreement for an additional ten (10) years at a rental rate to be negotiated prior to the commencement of the renewal term; and

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3. the County to have the first option to purchase tenant's interest in the lease should the tenant desire to sell the lease interests and improvement thereon during the lease term; and
4. at the end of the lease the County to have the right, at its option, to purchase the buildings for one dollar (\$1) or have the tenant remove the same if not purchased by the County at the end of the lease term, and

WHEREAS, the proposed lease agreement with Tenant shall also contain a number of other terms and provisions including description of lease premises, use and operation of the premises, "as is" condition of premises, taxes, utilities and other costs, tenant indemnity provisions, tenant insurance requirements, repair and maintenance of the premises, special provisions relating to new construction, damage or destruction of the premises, quiet enjoyment and reservations by County, compliance with Airport rules, tenant's ability to use Airport facilities, suspension and abatement, surrender of possession, inspection of the lease premises by County, tenant liens and encumbrances, assignment and sublease rights, compliance with governmental law requirements and/or permits, special tenant termination provision, tenant defaults, notices and other miscellaneous provisions, and

WHEREAS, pursuant to General Municipal Law Section 352 a public hearing must be held upon at least ten (10) days notice published in two (2) newspapers having general circulation in Warren County before the lease may be entered into by the County and Tenant, and

WHEREAS, the lease agreement is subject to environmental review under SEQRA and the action (the leasing of the Airport parcel) appears to be an unlisted action under SEQRA, and a Short Environmental Assessment Form has been prepared and the assessment of the impact will be completed following the public hearing, now, therefore, be it

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RESOLVED, that the Warren County Board of Supervisors hereby determines that it would be appropriate to consider the proposed Airport Real Property Lease Agreement with Chris Hatin and Bruce Mowery, and be it further

RESOLVED, that a public hearing will be held on May 20, 2011, at 10:15 a.m. with regard to the proposed lease agreement on at least ten (10) days notice published in two (2) newspapers having general circulation in Warren County, and be it further

RESOLVED, that the proposed Airport Real Property Lease Agreement with Chris Hatin and Bruce Mowry, be presented to the Warren County Board of Supervisors on May 20, 2011 for consideration and such other and further action deemed appropriate by the Warren County Board of Supervisors, with the understanding that Warren County shall not be bound by such lease agreement and the same shall be subject to further revision by the Board of Supervisors and shall not be effective until approved by the Warren County Board of Supervisors after the public hearing thereon.