

CLINTON/ HELL'S KITCHEN RFP

Clinton/Hell's Kitchen, Manhattan



Request for Proposals

Issue Date: April 9, 2018

Pre-Submission Conference: April 30, 2018

Submission Deadline: July 13, 2018

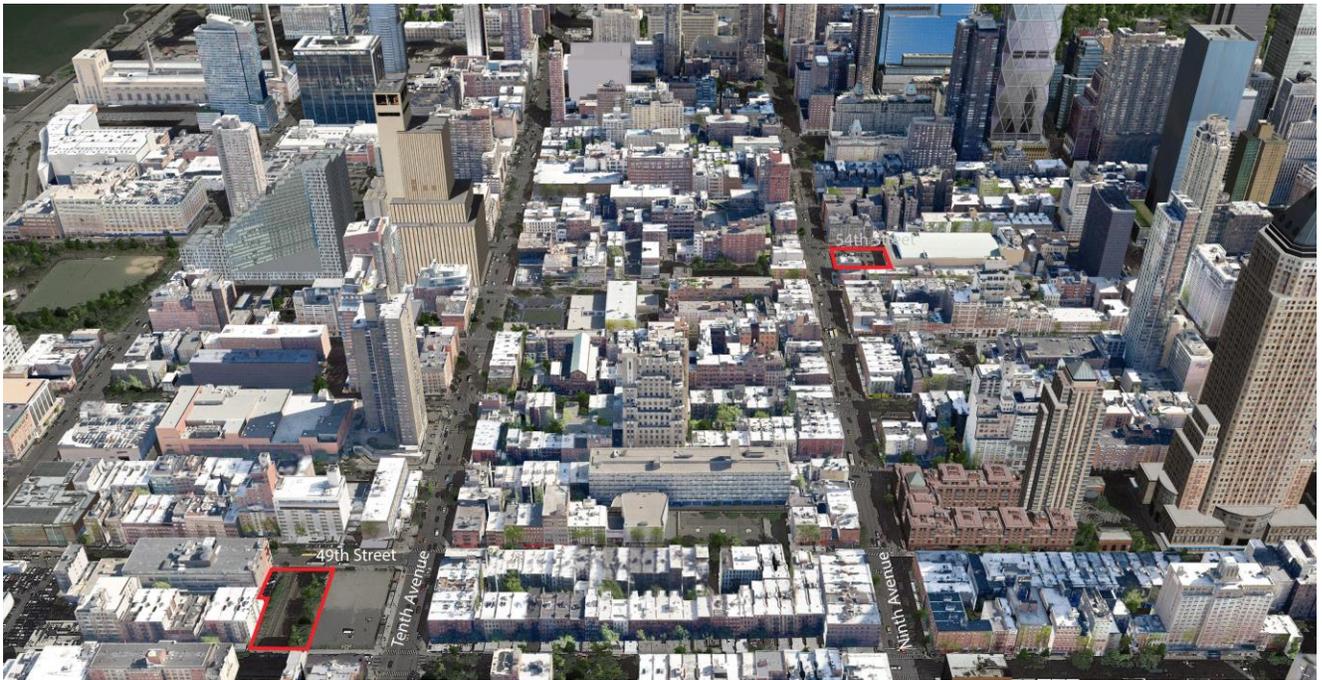


Mayor, Bill de Blasio
Deputy Mayor, Housing and Economic Development, Alicia Glen
Commissioner, Department of Housing Preservation and Development, Maria Torres-Springer

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I. INTRODUCTION



Request for Proposals (RFP). In May 2014, Mayor de Blasio released *Housing New York: A Five-Borough, Ten-Year Plan*, which commits to the preservation or new construction of 200,000 affordable homes by 2024. The *Plan's* crucial goals include fostering diverse and thriving neighborhoods, anchored by quality affordable housing for the diverse communities of New York City. In October 2017, the de Blasio administration announced the success of Housing New York and updated the plan to increase its goal for the construction and preservation of affordable homes by an additional 100,000 homes bringing the total to 300,000 affordable apartments. In furtherance of the vision set forth in *Housing New York*, the City of New York ("City"), through its Department of Housing Preservation and Development ("HPD"), is pleased to release this Request for Proposals (RFP) to develop two high-quality, sustainable, and mixed-use permanently affordable housing developments ("Project") in the Clinton/Hell's Kitchen neighborhood of Manhattan.

Ninth Avenue Site. This Development Site, known as the Ninth Avenue Site ("Site A"), is owned by the City and located at the southeast corner of the intersection of Ninth Avenue and 54th Street (Community District 4).

Tenth Avenue Site. This Development Site, known as the Tenth Avenue Site ("Site B"), is owned by the City and located along Tenth Avenue, between 48th Street and 49th Street (Community District 4).

Site A and Site B may be referred to hereinafter collectively as the "Sites".

HPD is inviting all qualified developers ("Respondents") to submit complete responses ("Submissions") for both Sites for the development of the Project. Respondents must submit for both Sites. Because of the complexity of the Sites, HPD may select more than one Development Team to implement the Projects. The City will convey each Site subject to a remainder interest.

Development Teams

Qualified Respondents may be for-profit, non-profit, or joint venture entities that demonstrate the experience and capacity to implement the Project in accordance with community development objectives and long term equitable investments in neighborhoods. In furtherance of HPD's commitment to community development, HPD encourages responses from Minority and/or Women Owned Business Enterprises ("M/WBEs"), as well as Community Housing Development Organizations ("CHDOs") and Community Development Corporations ("CDCs") that bring enhanced and tangible community development benefits to the proposed Project. Respondents may include Community Land Trusts (CLTs).

HPD is committed to increasing opportunities for, and strengthening the capacity of, for- and non- profit developers, in order to expand the pool of affordable housing development firms available to participate in *Housing New York*. HPD encourages potential Respondents to assemble an experienced, complete, and competitive development team (“Development Team”).

Western Rail Yard Rezoning Points of Agreement

In 2009, the Western Rail Yard section of Long Island Rail Road’s John D. Caemmerer West Side Yard was rezoned to transform an underutilized area into a transit-oriented development that could accommodate long term population and employment growth. This rezoning was the result of a collaborative planning process undertaken by the City, the MTA, the Hudson Yards Development Corporation, and the community. The Western Rail Yard Rezoning Points of Agreement is an accompanying agreement that identifies two locations in Clinton/Hell’s Kitchen for affordable housing: the Ninth Avenue Site and the Tenth Avenue Site. The Development Sites are subject to the height, affordability, and other provisions outlined in the Western Rail Yard Rezoning Points of Agreement.

Community Feedback

HPD met, briefed, and received feedback from Manhattan Community Board 4. Manhattan Community Board 4 documented their priorities for the design and programming of the new affordable housing, which are documented on Manhattan Community Board 4’s website, linked [here](#). Proposals to this RFP should consider these goals and priorities.

II. DEFINITIONS

Amtrak

The National Railroad Passenger Corporation

Area Median Income (AMI)

The median income levels, as modified by household size, for the New York Metropolitan Statistical Area as determined from time to time by the federal Department of Housing and Urban Development (HUD). For 2017, 100% of the AMI is \$95,400 for a family of four and \$66,800 for an individual.

CEQR

City Environmental Quality Review

CDC

Community Development Corporation

CHDO

Community Housing Development Organization

City

The City of New York

DCP

The New York City Department of City Planning

DEP

The New York City Department of Environmental Protection

DOHMH

The New York City Department of Health and Mental Hygiene

DOT

The New York City Department of Transportation

Developer

The entity or entities selected by the City to commence negotiations regarding the development of the Site(s). The entity or entities will provide equity, secure financing, assemble a Development Team, design, develop, build, market, and manage the Project.

Development Team

The Developer and other entities that bring the necessary expertise and experience to develop and manage the Project, such as experts in affordable housing development and finance, marketing and property management (residential and commercial, if applicable), design and construction, and community development.

NYCEDC

The New York City Economic Development Corporation

FAR

Floor Area Ratio

ESA

Environmental Site Assessments

EIS

Environmental Impact Statement

FMR

Fair Market Rent

HCR

The New York State Division of Housing and Community Renewal

HDC

The New York City Housing Development Corporation

HPD

The New York City Department of Housing Preservation and Development

HUD

The United States Department of Housing and Urban Development

LDA

Land Disposition Agreement

MTA Development Agreement

A written agreement between the MTA and the Developer that outlines the requirements of the MTA space.

MIH

Mandatory Inclusionary Housing

MTA

The Metropolitan Transit Authority

M/WBE

Minority and/or Women Business Enterprise

Negotiation Letter

The written notification sent by HPD to the Developer selected under this Submission regarding the commencement of negotiations.

NYCT

New York City Transit

OER

The Mayor's Office of Environmental Remediation

Principal

An individual, partnership, limited liability company, corporation, or other not-for-profit or for-profit entity that will act as the general partner, officer, or managing member of the Respondent, or any entity, known limited partner, or other member that has at least a 10% ownership interest in the Respondent.

Project

The development proposed for the Site(s), as further described in this Request.

Proposal

Used to describe the Project, or elements of the Project, proposed for the Site(s).

Request

Request for Proposals (RFP)

Respondent

An individual, partnership, limited liability company, corporation, joint venture, Community Land Trust, or other entity that offers a Submission in response to this Request.

RFI

Request for Further Information

RFP

Request for Proposals

SBS

The New York City Department of Small Business Services

Site(s)

The property to be developed by a Developer selected under this Request.

Submission

The proposed Project from the Development Team in response to this Request

UDAAP

A state statute authorizing the City to convey City-owned property, make loans, and grant tax exemptions. Before the City can take such actions, the City Council must approve or waive designation of an Urban Development Action Area and approve an Urban Development Action Area Project. For a disposition of City-owned property or the grant of a tax exemption, additional approvals are required.

Uniform Land Use Review Procedure (ULURP)

The process, set forth in the City Charter, prescribing the City's land use review process, including public hearings and several levels of government approvals. Actions requiring ULURP include, among others, changes to the City Map, designation or change of zoning districts, Special Permits within the New York City Zoning Resolution requiring approval of the City Planning Commission (CPC), and disposition of City-owned property.

III. SUBMISSION INSTRUCTIONS

RFP Title

Clinton/Hell's Kitchen RFP

Package

One (1) bound original, signed by an authorized representative of the Respondent

One (1) bound copy

One (1) flash drive containing all components of the Submission, with separate files or folders for each tab as well as the complete submission in one PDF file. All PDFs must be searchable.

Original and copy must be bound in a standard 3-ring view binder with the following information clearly printed on the front view cover:

- Project Title
- Respondent Name
- Project Site
- Submission Date

Delivery Address

Submissions must be delivered by hand to:

Department of Housing Preservation and Development

Office of Neighborhood Strategies, Predevelopment Planning Unit

100 Gold Street, 9-X Area

New York, NY 10038

Attention: Zlata Kobzantsev

Due Date

July 13, 2018

4:00 p.m. (Late submissions will not be accepted)

Pre-Submission Conference

Date: **Tuesday, April 30, 2018**

Time: 10:30 a.m.

Location: 125 Worth Street, 2nd Floor Auditorium, New York, NY 10013.

HPD strongly recommends that interested Respondents attend this pre-submission conference, as this will be the only opportunity to ask questions and receive answers in person. Responses to all inquiries will be collectively provided at the pre-submission conference and in an addendum, posted on HPD's website and sent to all prospective Respondents. Any updates and/or additional communications regarding this RFP will also be posted [here](#).

Conference Access for People with Disabilities. Please send requests for accommodation to: ClintonHellsKitchenRFP@hpd.nyc.gov.

Communications

All communications and inquiries regarding this RFP, including questions for the MTA, DEP, and DPR, are to be directed in writing to HPD, and specifically to Zlata Kobzantsev at:

ClintonHellsKitchenRFP@hpd.nyc.gov. All written questions must be submitted by June 25, 2018 to be included in the RFP addendum.

Lobbying and Advocacy

In order to preserve and maintain the integrity of the selection process, HPD will not consider or accept any advocacy or letters of support from any person or organization, including elected officials, attempting to influence the selection process.

IV. PROJECT OVERVIEW

The Sites present a unique opportunity to achieve the City’s broader development goals and provide much-needed affordable housing, community amenities and services, and other improvements for the community through high-quality, mixed-use development.

A. SITE A

1. Project Snapshot

<p>Site Location</p>	<p>The Site is located at 806 Ninth Avenue. It is at the intersection of Ninth Avenue and 54th Street, in Manhattan Community District 4. The Site consists of Block 1044, part of Lot 3.</p>
<p>Site Description</p>	<p>The Site is part of a City-owned parcel in the Clinton/Hell’s Kitchen neighborhood of Manhattan that is leased to the New York City Transit Authority (“NYCT”). The site extends approximately 148 feet eastward in the block from the Ninth Avenue frontage. It is currently used as an accessory parking lot for the adjacent MTA-NYCT office building which occupies the rest of Lot 3.</p>
<p>Lot Size</p>	<p>Approximately 21,500 square feet.</p>
<p>Land Use / Zoning</p>	<p>The Site is located in an R8 Residence District with a C1-5 Commercial District overlay. It is also located in Preservation Area A within the Special Clinton District.</p> <p>The Western Rail Yard Rezoning Points of Agreement set a height cap restriction of 85 feet within 100 feet of Ninth Avenue, and a height cap of 99 feet beyond 100 feet of Ninth Avenue.</p>
<p>Type of Development</p>	<p>Mixed-use development with affordable housing (100% of the units) for a range of AMI levels. Affordable housing may include multi-family, senior, and/or supportive housing. As required in the Western Rail Yard Rezoning Points of Agreement, 50% of units must be two or more bedroom units.</p> <p>The development must include 30,000 square feet of office space for the MTA and 15 below-grade parking spaces for SUV-sized MTA vehicles.</p> <p>The development must also include ground floor retail.</p>
<p>Disposition</p>	<p>The Site will be apportioned from the larger parcel and released from the lease with the City. The City will convey the Site subject to a remainder interest and for a nominal price of \$1.00 per tax lot and the Site must be developed in</p>

	<p>accordance with an LDA with HPD that will contain specific project requirements and environmental requirements.</p> <p>A separate MTA Development Agreement between the Developer and the MTA will be required for the construction of the MTA office and parking portion of the project.</p> <p>The LDA will require that upon completion of the Project, the Developer must submit Developer’s fee interest in the Premises to a condominium regime that includes (i) one or more units for the MTA office and parking space that will be conveyed to the City (the City Unit); (ii) one unit for the retail portion; and (iii) one or more units for the affordable residential portion.</p>
Acquisition Price	Nominal
Project Funding	<p>Financial Proposals can assume subsidy dollars available through HPD-HDC Term Sheets. Financial proposals should not assume any income from the MTA facility towards the project. MTA will reimburse the Development Team for constructing the MTA portion of the office core and its separate mechanical, electrical, and plumbing systems. The MTA will be responsible for completing the fit-out of the 30,000 square feet of office space.</p> <p>The retail condominium must be sold to an entity that is related to the Development Team and 100% of sale proceeds are to be used in the financing structure of the Project to capture the maximum value of the retail.</p>
Governmental Approvals – ULURP and UDAAP	<p>The following land use actions have been approved through UDAAP or ULURP: designation of the Site as an Urban Development Action Area; designation as an Urban Development Action Area Project; disposition authority; and a zoning map change to an existing C1-5 overlay to extend such overlay to a total depth of 150 feet east of the Ninth Avenue street line.</p> <p>The selected Project will require ULURP and City Council and Mayoral approvals. Anticipated actions requiring approval for development of the Site include approval pursuant to ULURP for special permits under a large-scale development plan, under the Special Clinton District, and under the Manhattan Core parking regulations; and Mayoral approval of the disposition under UDAAP.</p>

2. PROJECT GOALS

Development Team Experience and Capacity

- Procure a Development Team that brings the resources, understanding, and experience to implement the proposed Project.
- Procure a Development Team that incorporates a community development approach.

Financing and Affordability

- Ensure that 100% of the residential units are affordable to a mix of household incomes and comply with HPD-HDC Term Sheets.
- Establish a sound financial capital and operating budget that addresses the various elements of the development program.
 - Successfully incorporate the dedicated core, and mechanical systems of the MTA office space and parking space into the project budget.
 - Capture the maximum value of the retail condominium in the financing structure of the Project.
- Ensure units are permanently affordable, as required in the Western Rail Yard Rezoning Points of Agreement.

Development Program and Community Development

- Create a development program with affordable housing and commercial space that promotes fair housing.
- Implement a development program that clearly addresses the Site and neighborhood context and considers Manhattan Community Board 4's recommendations.
- Build 30,000 square feet of MTA office space and a below-grade parking area for fifteen SUV-sized response vehicles.
 - The MTA office and parking space must include dedicated core and mechanical, plumbing, and electrical systems.
 - Design and programming should meet the requirements of the MTA as further described in Tabs I and L of this RFP.

Design and Performance

- Design and develop a high-quality affordable building that is financially feasible.
- Design and develop a building that meets the security requirements of the MTA as described and shown in Tab L and considers community needs and priorities outlined in Manhattan Community Board 4's recommendations.

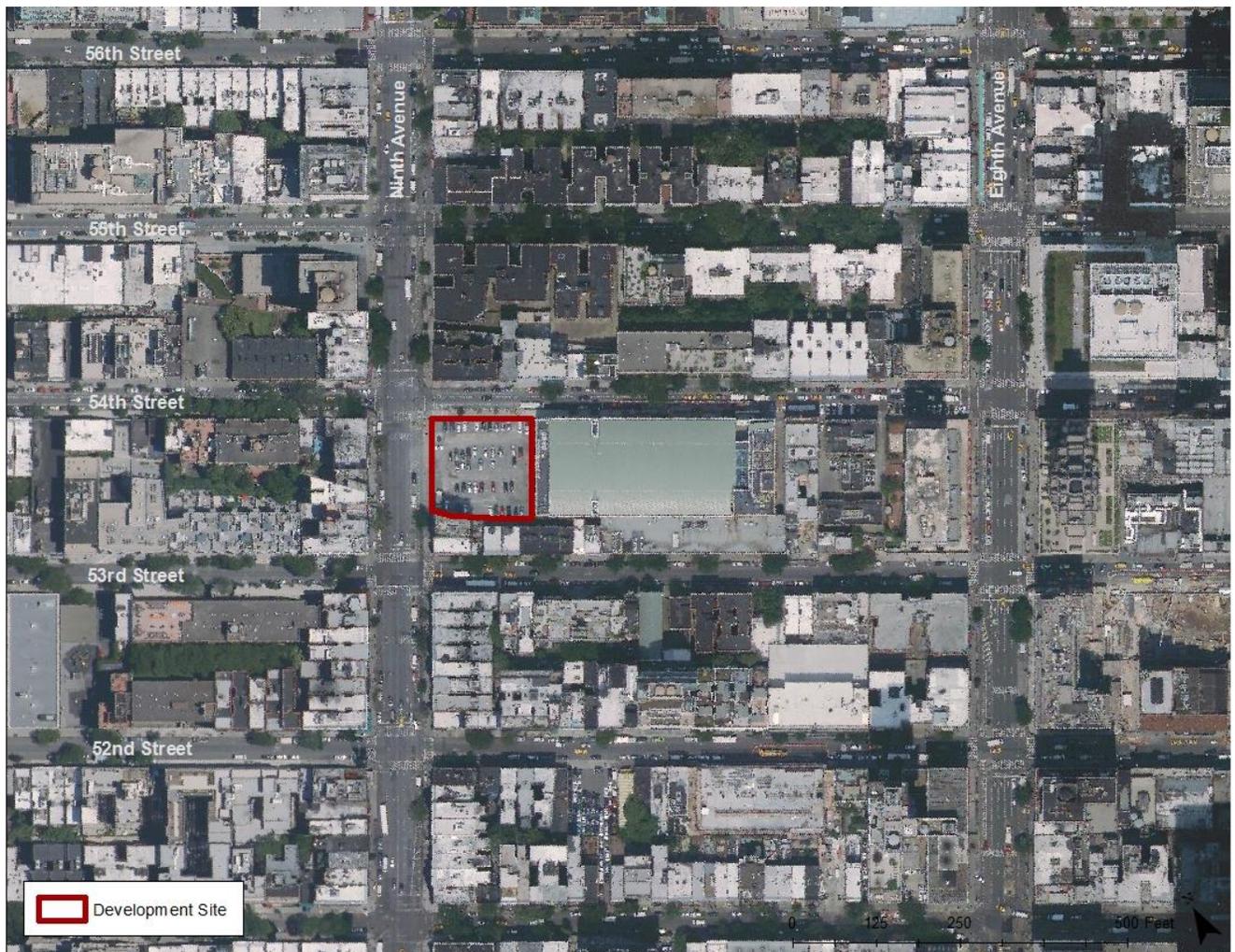
3. SITE AND NEIGHBORHOOD CONTEXT

Site Location and Description

The Site is located at 806 Ninth Avenue, on the southeast corner of the intersection of Ninth Avenue and 54th Street, in Manhattan Community District 4. The Site is on the western portion of Block 1044, Lot 3, a City-owned parcel that is leased to NYCT and includes a NYCT building and accessory parking lot. The Site extends approximately 148 feet eastward in the block from the Ninth Avenue lot line over the accessory parking lot and is approximately 21,500 square feet.

As part of the Western Rail Yard Rezoning, the MTA agreed to make Site A available for affordable housing with the right to maintain occupancy of a portion of Site A for MTA operations. Through this RFP, MTA is making Site A available for affordable housing development with the requirement that development include 30,000 square feet of office space and 15 below-grade parking spaces to support MTA operations. The Development Team will be required to deliver a white box space of the office space, which includes a separate office core and separate mechanical, electrical, and plumbing systems of the MTA space. MTA will have a separate contract for the fit out of the office space.

Prior to disposition, the Site will be apportioned from the parcel and the Site will be released from the lease between the City and NYCT. A Development Agreement between the Developer and MTA must be executed prior to the Site being apportioned and MTA releasing the Site.



Current Zoning

The Site is located in an R8 Residence District with a C1-5 Commercial District overlay, and is located in Preservation Area A within the Special Clinton District. This zoning designation allows medium-density residential and community facility uses, alongside some commercial uses.

Special permits under a large-scale development plan, under the Special Clinton District, and under Manhattan Core parking regulations, will be applicable.

The provisions of the Western Railway Points of Agreement set a height cap restriction of 85 feet within 100 feet of Ninth Avenue, and a height cap of 99 feet beyond 100 feet of Ninth Avenue.

B. SITE B

1. Project Snapshot

<p>Site Location</p>	<p>The Site is located at 705 Tenth Avenue. It is approximately 125 feet west of Tenth Avenue, between 48th and 49th Streets in Manhattan Community District 4. The Site consists of Block 1077, part of Lot 29.</p>
<p>Site Description</p>	<p>The Site is the western portion of a City-owned parcel in the Clinton/Hell's Kitchen neighborhood of Manhattan that was used by DEP as a staging area for New York City's Water Tunnel No. 3. The Site includes a rail cut for the Amtrak Empire Line railroad right-of-way.</p> <p>The eastern portion of Block 1077, Lot 29 will remain under City ownership. It will be developed as an open space and maintained by DPR.</p>
<p>Lot Size</p>	<p>Approximately 22,220 square feet.</p>
<p>Land Use / Zoning</p>	<p>The Site is within an R8 Residence District. The portion of the Site within 100 feet of Tenth Avenue or between the centerline of the block and 49th Street is also within a C2-5 Commercial District overlay.</p> <p>The Site is additionally within the Special Clinton District. The portion of the Site within 100 feet of Tenth Avenue is located in Preservation Area A of such special district, and the remaining portion is within Western Subarea C2 of such special district.</p> <p>The Western Rail Yard Rezoning Points of Agreement set a height cap restriction of 77 feet for the Site.</p>
<p>Type of Development</p>	<p>Mixed-use development with affordable housing (100% of the units) for a range of AMI levels. Affordable housing may include multi-family, senior, and/or supportive housing. As required in the Western Rail Yard Rezoning Points of Agreement, 50% of units must be two or more bedroom units.</p> <p>The development must include a public restroom.</p>
<p>Disposition</p>	<p>The City will convey the Site subject to a remainder interest and for a nominal price of \$1.00 per tax lot and the Site must be developed in accordance with an LDA with HPD that will contain specific project requirements and environmental requirements.</p> <p>A separate Memorandum of Understanding between the Developer and DEP will be required. The Site will have a light and air easement.</p>

Acquisition Price	Nominal
Project Funding	Financial Proposals can assume subsidy dollars available through HPD-HDC Term Sheets.
Governmental Approvals – ULURP and UDAAP	<p>The following land use actions have been approved through UDAAP or ULURP: designation of the Site as an Urban Development Action Area; designation as an Urban Development Action Area Project; disposition authority; and a zoning text map change so that a portion of Lot 29 is placed within Western Subarea C2.</p> <p>The selected Project will require ULURP and City Council and Mayoral approvals. Anticipated actions requiring approval for development of the Site include approval under ULURP for special permits under the Special Clinton District and Mayoral approval of the disposition under UDAAP.</p>

2. PROJECT GOALS

Development Team Experience and Capacity

- Procure a Development Team that brings the resources, understanding, and experience to implement the proposed Project.
- Procure a Development Team that incorporates a community development approach.

Financing and Affordability

- Ensure that 100% of the residential units are affordable to a mix of household incomes and comply with HPD-HDC Term Sheets.
- Establish a sound financial capital and operating budget that addresses the various elements of the development program.
- Ensure units are permanently affordable, as required in the Western Rail Yard Rezoning Points of Agreement.

Development Program and Community Development

- Create a development program with affordable housing, community facility and/or commercial space that promotes fair housing.
- Implement a development program that clearly addresses the Site and neighborhood context and considers Manhattan Community Board 4’s recommendations.
- Include a public restroom.

Design and Performance

- Design and develop a high-quality affordable building that is financially feasible.
- Design and develop a structurally sound platform over the open Amtrak right-of-way.
- Design and develop a building that considers community needs and priorities outlined in Manhattan Community Board 4’s recommendations.

3. SITE AND NEIGHBORHOOD CONTEXT

Site Location and Description

The Site is located at 705 Tenth Avenue, between 48th and 49th Streets and 100 feet west of Tenth Avenue, in Manhattan Community District 4. The Site is on the western portion of Block 1077, Lot 29, a City-owned parcel that was used by DEP as a staging area for New York City's Water Tunnel No. 3. The Site is approximately 22,220 and includes a rail cut for the Amtrak Empire Line railroad right-of-way.

The eastern portion of Block 1077, Lot 29 will remain under City ownership. It will be developed as an open space and maintained by DPR.

Prior to disposition, the Site will be apportioned.



Current Zoning

The Site is within an R8 Residence District. The portion of the Site within 100 feet of Tenth Avenue or between the centerline of the block and 49th Street is also within a C2-5 Commercial District overlay.

The Site is additionally within the Special Clinton District. The portion of the Site within 100 feet of Tenth Avenue is located in Preservation Area A of such special district, and the remaining portion is within Western Subarea C2 of such special district.

Special permits under the Special Clinton District will be applicable.

The provisions of the Western Railyard Points of Agreement set a height limit of 77 feet for the Site.

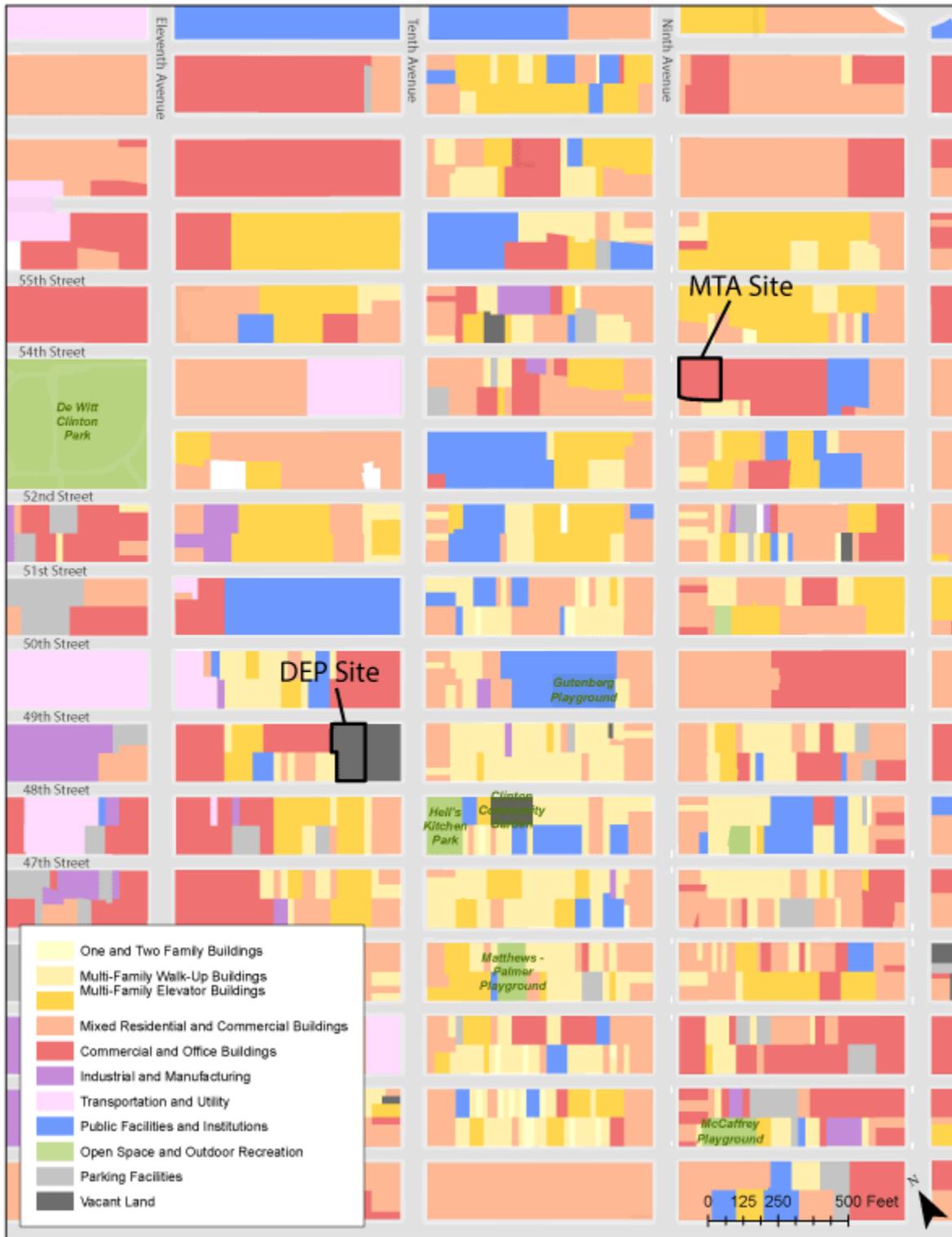
C. NEIGHBORHOOD CONTEXT

Neighborhood Land Uses

Site A is in the heart of a busy mixed-use corridor, surrounded by a mix of medium-density residential, commercial, and mixed-use buildings. The Site is located along Ninth Avenue, a commercial corridor continuously lined with mixed-use residential buildings with ground floor retail. Residential buildings within the immediate area of the Site are primarily 5 to 10-stories, with one 18-story building at the corner of Ninth Avenue and 55th Street. The MTA-NYCT office building is adjacent to the Site. Public facilities and institutional uses in the area include the Midtown Community Court on 54th Street, P.S. 035 on 52nd Street, and the Alvin Ailey American Dance Theater on 55th Street. Farther north of the Site is Columbus Circle and Central Park.

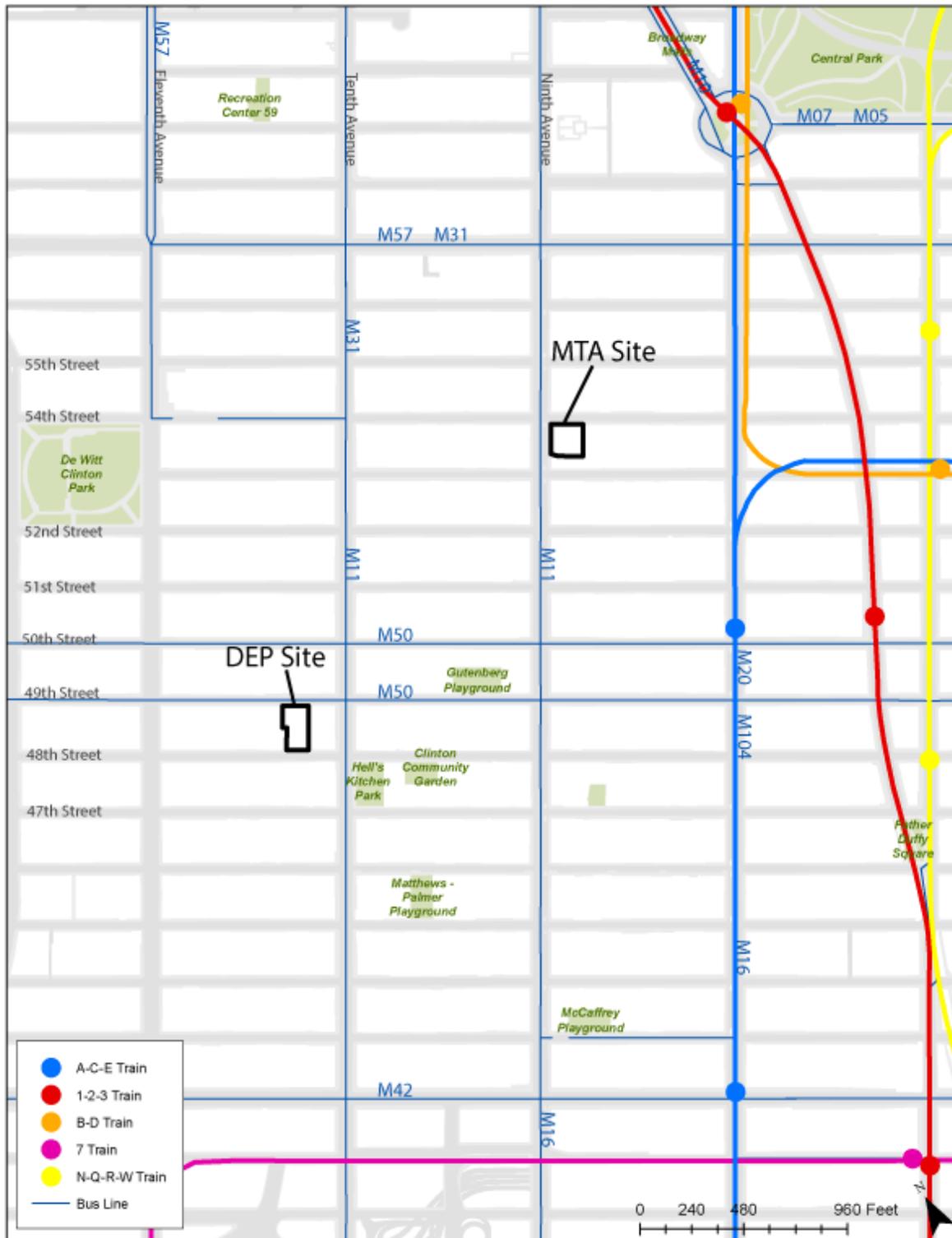
Site B is approximately a half mile southwest of Site A. Site B is surrounded by a mix of residential, commercial, hotel, open space, and public facility uses. Mixed-use buildings with ground floor retail line both sides of Tenth Avenue. Residential buildings that are primarily 5 to 6-stories are located on the mid-blocks, with one 38-story building between 50th and 51st Street along Tenth Avenue. Several parks and community gardens are east of the Site, with Hell's Kitchen Park between 47th and 48th Streets on the eastern side of Tenth Avenue and Clinton Community Garden further east along 48th Street. Public facilities and institutional uses include the American Red Cross in Greater New York's headquarters adjacent to the west of the Site, the High School of Graphic Communication Arts on 50th Street, and a school campus including the Food and Finance High School, the Facing History School, and Manhattan Bridges High School on 50th Street between Tenth and Eleventh Avenues. Further west of the Site are transportation and utility uses.

The larger Clinton/Hell's Kitchen neighborhood has experienced a sustained period of reinvestment, with several new residential, office, and mixed-use development, both new construction and conversion project, occurring in the area. Recent developments include 525 West 52nd Street; 540 West 52nd Street; and Via 57 on West 57th Street. In addition, the development of Hudson Yards continues to progress.



Neighborhood Access

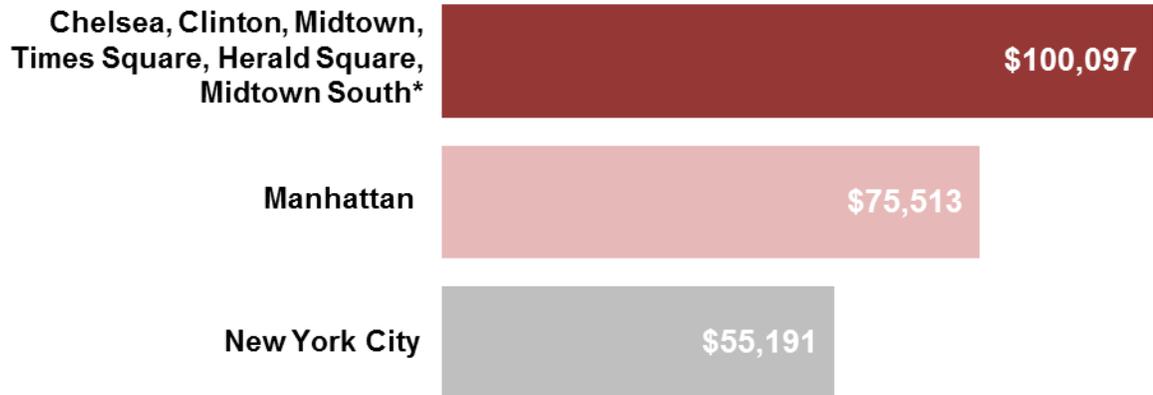
The area is well served by public transportation. The 50th Street stop of the C and E Subway lines is within a ten minute walking distance of both Sites. Site A is within a ten minute walk of the 50th Street Station of the 1 Line, the Seventh Avenue Station of the B and D lines, the 57th Street Station of the N, Q, R, and W lines, and the 59th Street - Columbus Circle Station stop of the 1, A, B, C, and D lines. Bus service is also available via the M11, providing service between Greenwich Village and Riverbank State Park, and the M50 providing service between East Midtown and West Midtown.



Neighborhood Demographics

HPD is committed to furthering fair housing throughout New York City neighborhoods, which requires an understanding of the socioeconomic dynamics at the neighborhood level. The neighborhood profile information below highlights the demographic, economic, social, and housing characteristics of the neighborhood in which the Site is located. More detailed data can be found through the [DOHMH](#) and [DCP websites](#).

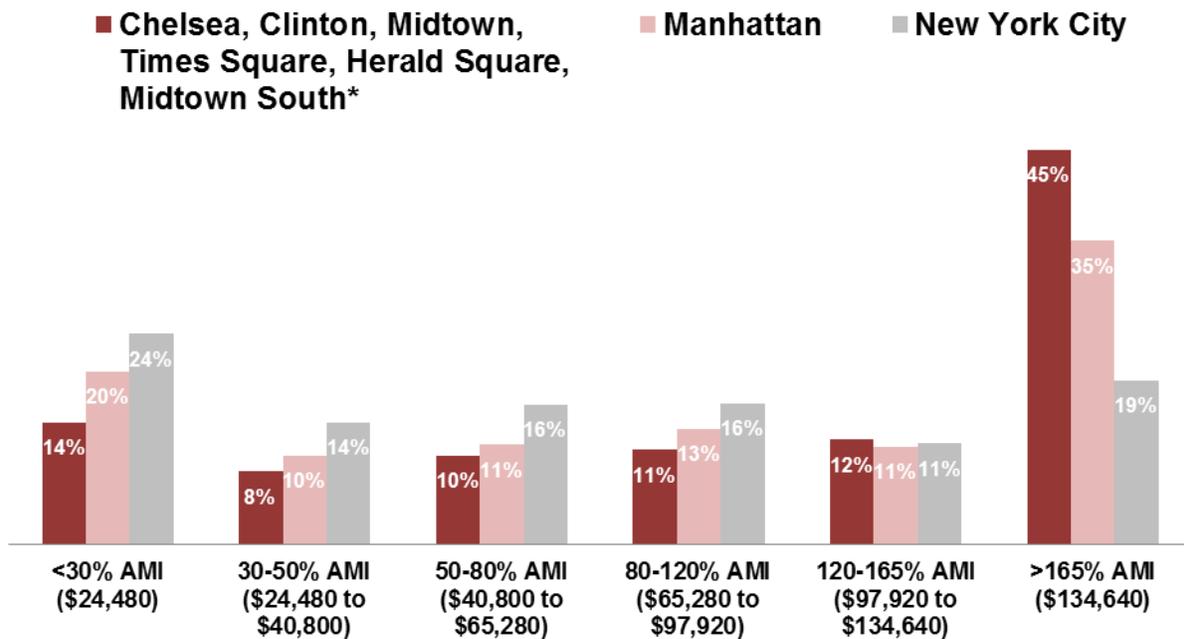
a. Median Household Income



Source: ACS 2012-2016 5-Year Estimates

*Based on PUMA that approximates CD 04 and CD 05

b. Distribution of Households by Income Group

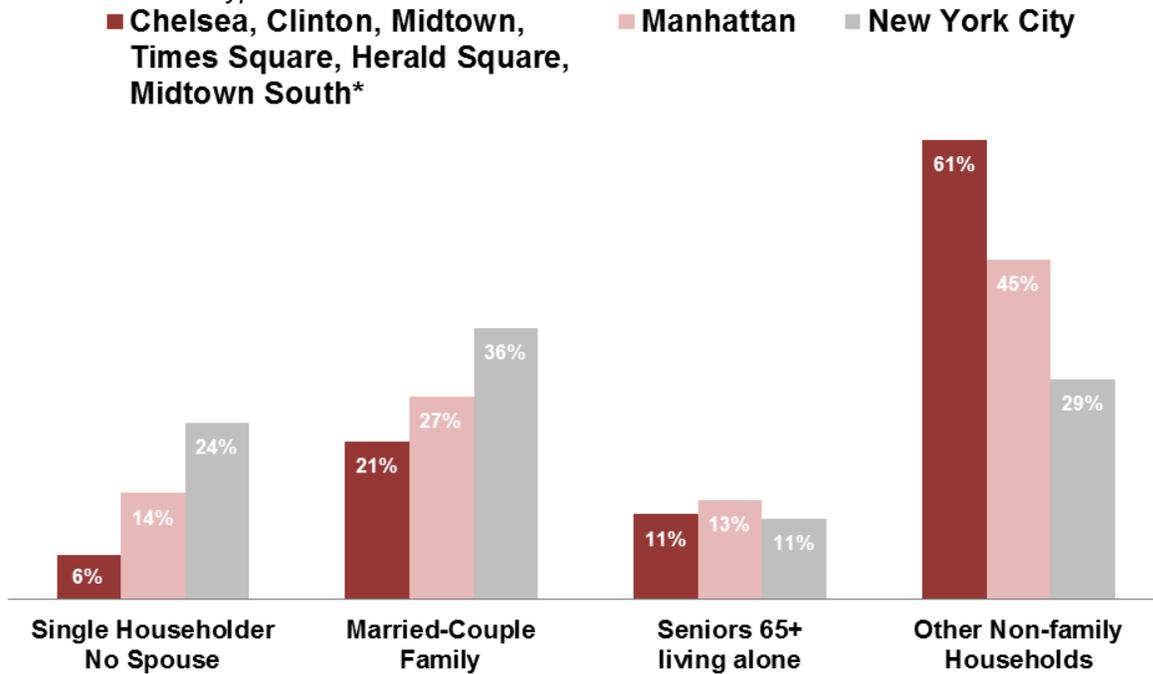


Source: ACS 2012-2016 5-Year Estimates

Income limits are for a three-person household (HUD 2016)

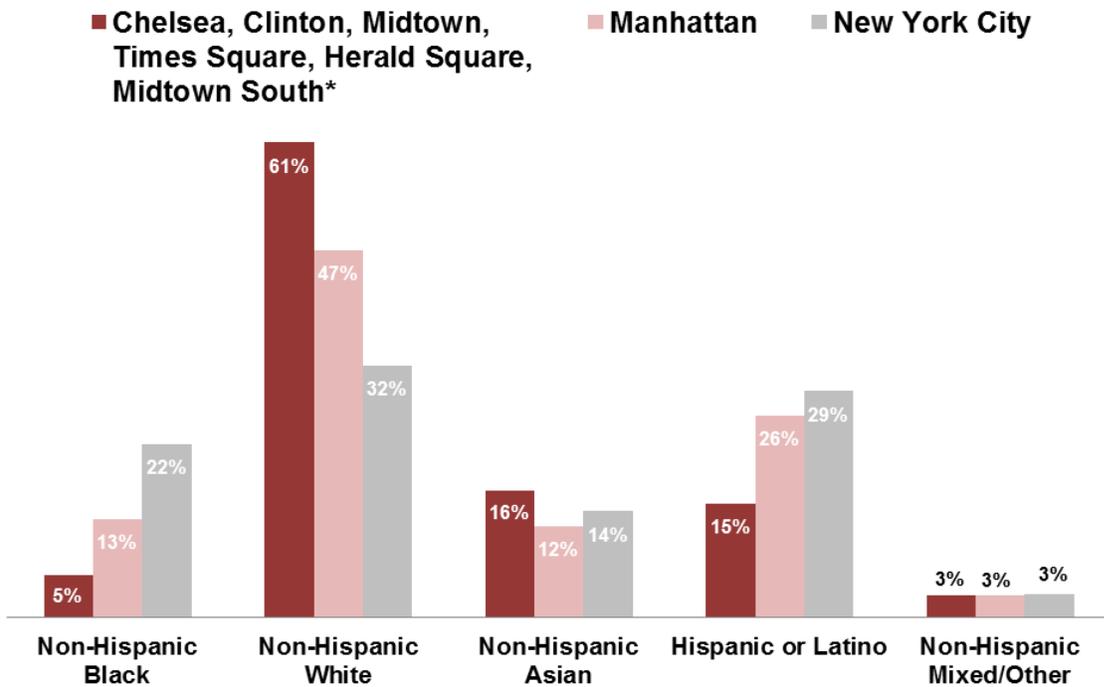
*Based on PUMA that approximates CD 04 and CD 05

c. Household Types



Approximate Total Households: 84,000
 Source: ACS 2012-2016 5-Year Estimates
 *Based on PUMA that approximates CD 04 and CD 05

d. Racial/Ethnic Composition



Approximate Total Number of Residents: 149,300
 Source: ACS 2012-2016 5-Year Estimates
 *Based on PUMA that approximates CD 04 and 05

V. SELECTION PROCESS

A. SUBMISSION

All Submissions must include the following contents to fully describe the Respondent’s proposed Project(s) (See: Section VI. SUBMISSION CONTENT AND INSTRUCTIONS for more information).

TAB	CONTENTS	FORMS
Development Introduction		
A	Completeness Checklist and Respondent’s Letter	A-1, A-2
B	Project Narrative / Development Summary	
C	Trade Secrets (optional)	
Development Team Experience and Capacity		
D	Developer Respondent Description	D-1, D-2
E	Development Team Experience and Capacity	E-1, E-2, E-3, E-4
F	Development Schedule/ Phasing Plan	
Financing and Affordability		
G	Financing Submission	G
H	Financing Letters of Interest and Historical Financing Letters of Interest/Award Letters	
I	Assets Statements	
Development Program and Community Development		
J	Development Program	I
K	Community and Economic Development	
Design and Performance		
L	Design Narrative	
M	Architectural and Urban Design Plans	

- Tabs must be in the order specified above, and run down the right-hand side of the bound original and copy.
- Forms are available for download from the [HPD website](#).
- Forms E1-3 and G must also be submitted on a flash drive; additionally Forms E1-2 and G must be in Excel format.
- All forms must comply with the format associated with said form.
- All architectural plans must be on paper no larger than 11” x 17,” and must be legible.
- Plans and documents must be in formats and paper size that are simple to copy/reproduce.

Submission Modifications

Modifications received after the submission deadline due date will not be considered. If HPD determines, upon review of a Submission, that any items are missing and/or incomplete, HPD, by written notification given to the Respondent, may permit the Respondent to provide or clarify such items. Failure to provide complete information in a timely fashion could result in rejection of the Submission.

Addenda and Extensions

HPD may amend or withdraw this Request at any time. In order to be considered, Submissions must conform to any amendments that may be issued to this Request. Amendments may include, without limitation, any requirements and terms or conditions contained in this Request. HPD will advise each respondent of any clarifications or revisions.

If, in HPD’s judgment, additional time is required for Respondents to prepare their Submissions, HPD may grant an extension of the deadline for submission, and such extension will then be granted to all Respondents.

References and Requests for Further Information (“RFI”)

A Submission constitutes permission from the Respondent for HPD to make such inquiries concerning the Respondent as HPD deems necessary. HPD may communicate with any of the Respondents, but is not obligated to do so. HPD may discuss the Submissions of any Respondent concurrently or sequentially, as HPD may determine. No Respondent has any rights against HPD arising from any such invitation to a discussion, or from any negotiations that may arise pursuant to the discussions.

Respondents must comply with all RFIs and, if requested by HPD, appear for presentations or discussions. If any Respondent fails to do so within the time period given (or within any time extension that HPD may grant), HPD may deem this as a failure and act of non-compliance with the Request, which will permit HPD to select another Respondent or to solicit new Submissions. In furtherance and not in limitation of the foregoing, before a final selection is made, a Respondent may be required to produce more detailed information concerning the professional background of those persons who own and manage such Respondent, a report on the financial background of such Respondent, and information concerning the nature and status of any past or pending threatened charges or actions (including lawsuits, criminal or disciplinary actions, administrative proceedings by any governmental or regulatory agency or bankruptcy action) against such Respondent or any of its partners, directors, officers, employees, shareholders, subsidiaries, or affiliates, as the case may be.

B. REVIEW CRITERIA

The Development Team(s) will be selected through an open, competitive, and transparent juried selection process consisting of two stages: 1) Threshold Review and 2) Competitive Review.

Threshold Review

HPD will review each Submission according to the threshold requirements (“Threshold Requirements”), which are listed below. **The Submission must contain each Tab with all requested Forms and supporting documents.** Submissions that are not complete or do not conform to the requirements of this Request will be eliminated from further consideration, unless HPD permits the Respondent to correct the omission or provide further information through an RFI.

Threshold Requirements
Completeness of Submission and Conformance with Requirements
Development Team Experience and Capacity
<ul style="list-style-type: none">No Adverse FindingsComparable Development ExperienceComparable Management ExperienceDevelopment TeamDevelopment Schedule / Phasing Plan
Financing and Affordability
<ul style="list-style-type: none">Feasibility of SubmissionAbility to Finance
Development Program and Community Economic Development
<ul style="list-style-type: none">Development ProgramCommunity and Economic Development
Design and Performance
<ul style="list-style-type: none">Zoning Compliance

Competitive Review

Submissions that meet all Threshold Requirements will be comprehensively evaluated, and rated according to the competitive selection criteria (“Competitive Criteria”) below. These criteria include both requirements and preferences. For example, a proposal will be scored on how strongly it meets the Submission requirements, but may also receive extra points for meeting preferences. Respondents may refer to Section IV. SUBMISSION REQUIREMENTS AND COMPETITIVE PREFERENCES and Section V. SUBMISSION CONTENT, for specific guidance.

Competitive Criteria	Weight	
Development Team Experience and Capacity	30%	60%
Financing and Affordability	30%	
Development Program and Community Development	10%	40%
Design and Performance	30%	

HPD may request additional information, interviews, presentations, or site visits. The selected Respondent(s) will be chosen from among the highest rated Submissions. HPD may disapprove the inclusion of any member of a Respondent's Development Team and/or require the selected Respondent to substitute other individuals or firms.

C. SELECTION

Selection of one or more Developers under this Request means only that HPD will commence negotiations with such Respondent(s) regarding the Submission for the Sites.

Negotiation Letter

Upon such selection, HPD will send written notification ("Negotiation Letter" or "Letter") to the Developer regarding the commencement of negotiations. This Negotiation Letter will set forth certain information regarding the Project and procedures that will form the basis for such negotiation. Form A-2 is a Respondent's Letter that describes this process. Each Submission must include this letter signed on behalf of the Respondent by a Principal. HPD may terminate negotiations with or without cause after the issuance of such Negotiation Letter. Among other conditions, the Negotiation Letter for Site A will require the Developer to enter into an MTA Development Agreement satisfactory to HPD prior to the disposition of the Site.

Terms of the MTA Development Agreement shall include, but will not be limited to the scope of work, developer's responsibilities, schedule and timing of project deliverables, consents and approvals, payment procedures, maintenance of accounts, and any additional insurance requirements.

Disclosure

Each Developer who receives a Negotiation Letter from HPD must thereafter disclose all previous participation with City-assisted projects. Such Developer(s) and each of its Principals, and officers and related entities will be required to submit completed Disclosure Statements. HPD will provide copies of these forms upon request to any Respondent.

No Obligation

This Request does not represent any obligation or agreement whatsoever on the part of HPD. Any obligation or agreement on the part of HPD may only be incurred after HPD and the Developer enter into a written agreement approved as to form by the Corporation Counsel. HPD may use the Submissions pursuant to this Request as a basis for negotiation with Respondents as it deems appropriate. HPD may reject at any time any or all Submissions, amend or withdraw this Request in whole or in part, negotiate with one or more Respondents, and/or negotiate and dispose of the Site(s) on terms other than those set forth herein (including to parties other than those responding to this Request). HPD may also, at any time, waive compliance with, or change any of the terms and conditions of this Request, entertain modifications or additions to selected Submissions, or withdraw or add property from or to this Request.

VI. SUBMISSION REQUIREMENTS AND COMPETITIVE PREFERENCES

Submissions will be evaluated and scored based on a) responsiveness to all threshold requirements, b) the competitive quality, soundness, and strength of project characteristics that address all the requirements, including threshold, and c) whether the submission exceeds requirements by demonstrating a capacity to deliver on stated preferences that achieve broader public policy and community development objectives.

A. DEVELOPMENT TEAM EXPERIENCE AND CAPACITY

Threshold Requirements		TAB
No Adverse Findings	Submission may be rejected at any time during or after the evaluation process if there are any adverse findings in HPD's sole discretion, regarding the Respondent, any entity or individual associated with the Respondent, or any property owned and/or managed by them. (HPD may ask for an RFI).	D
Comparable Development Experience	At least one Principal must have, as Principal, successfully completed new construction or substantial rehabilitation of at least one mixed use project of at least one hundred (100) residential units within the past seven (7) years.	E
Comparable Management Experience	<i>Residential:</i> At least one Principal (of Respondent, or the Respondent's Property Manager) must have experience managing at least one hundred (100) residential units in New York City within the past seven (7) years. The Principal must have been the owner and manager, or the owner acting through a management entity, to fulfill this qualification.	E
Development Team	The Development Team must submit an Affirmative Capacity Statement attesting to their ability to undertake this Project within the timeframes delineated. At a minimum, the Development Team responding to this Request must include: architect and engineer; construction manager; real estate (with condominium experience) and land-use attorney, environmental planner and engineer.	D, E
Development Schedule/ Phasing Plan	A detailed schedule with construction commencing within 18-36 months from the issuance of the Negotiation Letter, and other Project specific key benchmarks. A phasing plan, if applicable.	F
Competitive Criteria		TAB
Developer	<p><i>Successful Experience</i></p> <ul style="list-style-type: none"> Developing mixed-use urban projects Developing multi-family urban projects using public and private financing sources. <p><i>Strong Capacity</i></p> <ul style="list-style-type: none"> Current capacity to undertake, effectively project manage, and complete all necessary activities and obligations associated with the proposed Project within the proposed schedule. Capacity will be determined by analysis of Respondent's current public and private development workload, other pending development 	E

	<p>obligations and financial guarantees.</p> <ul style="list-style-type: none"> • Strength of organizational, project management and governance structure for the Project. 	
Property Manager/ Special Needs Housing Operator	<ul style="list-style-type: none"> • Experience managing mixed-use residential buildings with commercial and/or community facility uses in comparable markets, if applicable. • Experience operating formerly homeless, supportive, and/or low income senior housing, if applicable. 	E
Consultant Team	<p><i>Design</i></p> <ul style="list-style-type: none"> • Experience designing and providing construction oversight on multi-family and mixed-use, high-performance, residential projects that were successfully completed within budget and on schedule. • Experience designing and providing construction oversight on projects that require a rail overbuild. <p><i>Planning and Zoning</i></p> <ul style="list-style-type: none"> • Experience in NYC zoning and environmental review and approval processes on comparable development Projects. <p><i>Environmental</i></p> <ul style="list-style-type: none"> • Experience in environmental engineering; and experience in sustainable design and development. • Experience in environmental review processes in New York City. <p><i>Construction Management</i></p> <ul style="list-style-type: none"> • Experience in construction and construction management of multi-family and mixed-use with a community facility, high-performance residential projects that were successfully completed within budget and on schedule. • Experience complying with labor and safety requirements for similar projects in New York City. <p><i>Marketing, Leasing/Sales</i></p> <ul style="list-style-type: none"> • Experience developing and implementing affirmative fair housing marketing plans. • Experience in leasing and/or sales with a comparable development program and market. <p><i>Legal</i></p> <ul style="list-style-type: none"> • Experience in affordable housing development and public/private development. • Experience in NYC land use and zoning. • 	E
Preferences		TAB
Community Development	Respondents that have a successful track record of tangible investments in community and economic development.	E

B. FINANCING AND AFFORDABILITY

Threshold Requirements		TAB
Affordability	100% of the units must be affordable to a mix of household incomes and must be permanently affordable, as required in the Western Rail Yard Points of Agreement.	
Feasibility of Submission	The proposed Project must be in compliance with HPD-HDC Term Sheets, including requirements for units that serve very low and extremely low-income households. Market comparables must be provided for residential unit rents, and any additional income from other sources.	G
Ability to Finance	Asset statements must demonstrate capacity to secure pre-development, construction and permanent financing, for the proposed Project.	H
Competitive Criteria		TAB
Financing Proposal	<p>Submissions shall include Financial Scenarios that support the Project included in this Submission, with the sources and uses that achieve housing affordability at the proposed levels. The Financial Scenarios shall be in accordance with current industry underwriting standards. Proposed total development costs and operating budgets must be within current industry parameters.</p> <p>Financial Scenarios will be evaluated based on the feasibility of the underwriting, including, but not limited to, the reasonableness of estimated development and operating costs, proposed rents and other income, the feasibility and terms of the financing sources, and the ability to support operating expenses, capital costs, and debt service to complete and operate the housing portion of the proposed Project.</p> <p>Financial Scenarios will also be evaluated based on the ability to maximize affordability levels and term period, how well the range of affordability levels meet the economic needs of households in the community and the city as a whole, and whether they achieve fair housing objectives by promoting community stabilization and diversity.</p> <p>Site A – Financial Scenarios must include construction of the dedicated and demised office space and parking area, including a separate office core and separate mechanical, electrical, and plumbing systems.</p>	G
Rents and Market Comparables	Rents for residential units or other income sources must be deemed realistic and substantiated by market comparables.	G
Financing Capacity	Financing capacity will be evaluated based on the strength of the Respondent's assets, bank, investor, or other lender references, and current and historical commitments that demonstrate the Respondent's ability to secure financing, meet lender's equity and other lending requirements, provide necessary guarantees, absorb cost overruns, and commence and complete construction of the proposed Project according to the proposed Development Schedule.	G

C. DEVELOPMENT PROGRAM AND COMMUNITY ECONOMIC DEVELOPMENT

Threshold Requirements		TAB
Development Program	<i>Affordability.</i> 100% of the total units must be affordable to a mix of household incomes and further fair housing in the neighborhood and city (see HUD Guidance). As required in the Western Rail Yard Rezoning Points of Agreement, units must be permanently affordable.	I
	<i>Unit Types and Sizes.</i> Submissions must have a distribution of unit types and sizes that complies with HPD-HDC Term Sheets and guidelines. As required in the Western Rail Yard Rezoning Points of Agreement, at least 50% of units must be two or more bedroom units.	I
	<i>Term of Restriction.</i> Submissions must ensure that the affordable units remain in the rent stabilization system in perpetuity.	I
	Site A must include 30,000 square feet of MTA office space and 15 below-grade parking spaces for MTA vehicles.	I
	Site A must include ground floor retail.	I
	Site B must include a public restroom.	I
Community Economic Development	<i>Local Hiring/M/WBE.</i> Submission includes a Hiring and Procurement plan for complying with the HireNYC and M/WBE Build-up Programs.	J
Competitive Criteria		TAB
Residential	The proposed residential development program will be evaluated within the demographic context of the neighborhood and its ability to further fair housing goals that facilitate integrated living patterns, promote fair housing choice and affordability, and foster inclusive communities that are free from discrimination. The development program will also be evaluated for its ability to serve formerly homeless, senior households, and households in need of supportive services.	I
Commercial and/or Community Facility	Submissions must demonstrate that the uses contribute to the economic and social vibrancy of the neighborhood, address a neighborhood need, and enhance the current inventory of commercial or community uses in the neighborhood. They will be evaluated based on the soundness of tenancy, tenant mix, marketing, management, and lease terms to secure tenancy.	I
Community and Economic Development	<i>Hiring and Procurement:</i> Submissions must have a Hiring and Procurement Plan which includes strategies for local hiring and meeting the requirements of HireNYC and the M/WBE Build Up Program. Proposals must include a plan for outreach to residents of the Community District within which the development project is located related to employment opportunities generated by the proposed project including training programs, job placement activities, Applicants' own staffing practices, and/or Applicants' contracting practices on the proposed project. Additionally, development teams will be required to participate in HireNYC , a workforce development program which connects the City's real estate development projects to the City's workforce development services, as well as HPD's M/WBE Build Up Program . Proposals will be evaluated on the quality of this Hiring and Procurement Plan. (Note: 10% of the criteria points within this category will be awarded on the basis of the quality of this plan).	J

	<i>Public Approvals:</i> Submissions will be evaluated based on the strength and quality of the Public Approval Outreach plan for the ULURP process.	J
Preferences		TAB
Community Engagement	Submissions that have a Community Engagement Plan that provides opportunities for meaningful community engagement in certain elements of the Project, including design and/or programming elements identified in Manhattan Community Board 4's recommendations.	J
Community Vision	Submissions that include or build upon elements recorded in Manhattan Community Board 4's recommendations.	I, J
Minorities and Women in Development	Submissions that significantly exceed the requirements of the M/WBE Build-Up Program, and/or Respondents with certified M/WBEs as part of the development team.	J
Community Development	Submissions that include a plan for neighborhood investments and/or community programs or services.	J
Commercial Corridor Stabilization	Submissions with specific tenancy strategies targeting small-scale business enterprises (if applicable).	I

D. DESIGN AND PERFORMANCE

Threshold Requirements		TAB
Zoning Compliance	<i>Zoning:</i> The Projects must conform and comply with all zoning requirements. As part of their Submission, Respondents can assume the special permits identified in the 2009 ULURP for the Sites (Appendix E).	L
	<i>Plans:</i> Architectural and Urban Design Plans designed by a registered architect or engineer and meeting all submission requirements.	L
Competitive Criteria		TAB
Building Design	<p>Designs will be evaluated based on the following factors described further in Zoning, Site Plan, and Building Design Guidelines and Site Specific Design Guidelines (Appendix A).</p> <ul style="list-style-type: none"> • Site Capacity and Program Evaluation: how well the Submission integrates the development program, building parameters, and how well the proposed plan overcomes the challenges posed by site conditions. • Building Design: <ul style="list-style-type: none"> ○ Building Envelope/Exterior: how well the Submission contributes to the built environment and serves the pedestrian experience. ○ Building Plans/Interior: how well the Submission serves the resident experience. ○ Building Systems: how well the system provides environmental comfort, ease of management and operations, and high level of durability. • Design and Construction: building design is consistent with the Submission's proposed construction budget, schedule, and development program. • Design Value: exemplary design and construction methods that reduce 	K, L

	<p>or contain costs, create high-quality site and building designs, and achieve high development performance standards.</p> <p>Site A: The design of Site A must comply with the security measures described in Zoning, Site Plan, and Building Design Guidelines (Appendix A). MTA will help evaluate.</p> <p>Site B: Designs will be evaluated on the soundness of the proposed rail overbuild strategy.</p>	
Site Planning and Urban Design	Designs, site planning, massings, building configuration, streetscape treatment, and relationship to surroundings will be evaluated based on the Project's contribution to the neighborhood.	L
Preferences		TAB
Excellence in Sustainability	<p>Submissions that exceed minimum Development Design and Performance Requirements in one or more of the following categories, in furtherance of City policy goals to reduce water and energy consumption, manage storm water and heat island impacts, increase safety, strengthen neighborhood residential and commercial corridors, and increase community health, accessibility, and well-being of residents. (Submissions seeking competitive preferences are advised to consult: NYC Department of Design and Construction Resources.)</p> <ul style="list-style-type: none"> • Universal Design • Sustainable Urban Site Design • Active Design: <ul style="list-style-type: none"> ○ Supplement: Affordable Designs for Affordable Housing ○ Supplement: Promoting Safety ○ Supplement: Shaping the Sidewalk Experience • Green Building: • Passive House Design • LEED 	L
Design Excellence	Designs that propose exceptional elements or amenities in public spaces or residential areas, especially responses that include architectural/urban context.	L

VII. SUBMISSION CONTENT AND COMPLETENESS

Each Respondent must submit the forms and supporting documentation described below. Respondents must submit all the forms and documentation separately for each Site. Each copy of the Submission must be tabbed as indicated below, with tabs running down the right-hand side of the binder. Submissions that are incomplete or not in conformance with the requirements of this Request will be eliminated from further consideration.

Development Introduction

TAB A – Completeness Checklist and Respondent’s Letter

- Form A-1. Completeness Checklist
- Form A-2. Respondent’s Letter, printed on Respondent’s letterhead and signed by an authorized representative.

TAB B – Project Narrative / Development Summary

- Project Narrative must introduce and provide an overview of the Submission, including the elements that distinguish the proposed Project, the qualifications of the Respondent and the Development Team, as well as how the proposed Project achieves community development objectives and considers Manhattan Community Board 4’s recommendations.
- Form B. The Project Summary must provide a synopsis of the Submission’s major elements, including the development program, financing program, and architecture and urban design.
- The Project Narrative and Project Summary must be concise and introduce all aspects of the Submission.

Tab C – Trade Secrets (optional)

Submissions and other materials submitted to HPD in response to this Request may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law (FOIL). The entity submitting a Submission may provide in writing, at the time of submission, a detailed description of the specific information contained in its Submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity’s competitive position. This characterization shall not be determinative, but will be considered by HPD when evaluating the applicability of any exemptions in response to a FOIL request.

Development Team Experience and Capacity

TAB D – Developer Respondent Description

- Form D-1. Development Team Information and Respondent Questionnaire, signed by Principal (if joint venture, principal of each entity must sign).
- Form D-2. (Non-profit corporation team members only).
- Organizational Structure. Chart or diagram of structure of partnership or joint venture, including percentages of ownership and investment, with a brief description of the type of entity or joint-venture and the roles and responsibilities of each party.
- Brief narrative describing the roles of each entity of the Development Team during construction and throughout the life of the Project. Any Submissions from a CLT must provide an organizational model that takes into account all the provisions of the Western Rail Yard Rezoning Points of Agreement.

Optional:

- Project Staffing and Governance Plan, with a brief narrative of any project management methods or tools that will be used to ensure an effective and collaborative public/private partnership.
- Organizational charts, schedules, and project budgets demonstrating project management approach and capacity to manage complex development projects within a public/private partnership.

TAB E – Development Team Experience and Capacity

- Form E-1. Residential Development Experience and Current Workload (include on flash drive)
- Form E-2. Residential Management Experience and Current Workload (include on flash drive)
- Form E-3. Management Questionnaire (include on flash drive)
- Form E-4. Commercial Management Experience, if applicable (include on flash drive)
- Brief narrative describing:
 - Experience that makes the Development Team uniquely suited to overcoming the challenges posed by the Site
 - Experience developing and managing high-quality mixed-use urban projects
 - Experience managing commercial and/or community facility spaces in mixed-use urban projects
 - Experience with community economic development, such as investments in community programs or services.
- Note. A separate form must be provided for each Principal with residential management experience. Provide complete and accurate information about references.
- Note. A separate form must be provided for a Principal or managing agent proposed to manage the Development.

Other Members of Development Team

- Submit marketing materials, narrative statements, and/or portfolio list in graphic format that clearly describes relevant experience and work on similar projects completed within the last ten (10) years. Also, provide resumes highlighting experience of key principals and staff that will be working on the proposed Project.
 - Architect and Engineer, other members of the Design Team, if applicable (e.g. artist, landscape architect, urban designer, etc.)
 - Construction Manager
 - Real Estate Attorney and Land-Use Attorney
 - Environmental Planner and Environmental Engineer, if applicable
 - Community Service or Program Provider, if applicable
 - Marketing and Leasing/Sales Agent, if known
- Capacity*. Affirmative Capacity Statement regarding the Development Team’s ability to develop, finance, construct, manage, and complete the Project within the proposed Schedule, including, but not limited to, the Developer Obligations, as well as the Terms, Conditions, and Limitations and Conflicts of Interest, included in this Request.

TAB F – Development Schedule / Phasing Plan

- Development schedule and phasing plan listing and scheduling industry standard activities, including, at a minimum:
 - a. Community planning
 - b. Concept, Schematic, Design Development, Bidding and Construction documents
 - c. Governmental planning approvals and construction/building permits
 - d. Site due diligence and preparation
 - e. Bidding
 - f. Financing and financial closing/Site disposition
 - g. Construction commencement, completion, and close-out
 - h. Marketing and lease-up
 - i. Occupancy
 - j. Development Phasing Plan, if applicable
- Schedules are to assume the following key benchmarks:
 - Predevelopment commencement within 30 days of the date of HPD issuance of the Negotiation Letter.
 - Schematic Design phase and HPD approval of plans and drawings within 6 months of the Negotiation Letter.
 - Site A: MTA office space and parking Schematic Design phase and MTA approval of plans and drawings within 6 months of the Negotiation Letter.
 - Construction commencement within 18-36 months from the date of the Negotiation Letter.

Financing and Affordability

TAB G – Financing Submission

- Form G: Financing Scenario.* (Submit in both hard copy and on flash drive in Excel format). If elements of the Project are separately financed, the Submission must provide separate financial scenarios for each portion. If Project elements are financially inter-related, a comprehensive Financing Scenario showing the financing for the whole Project, with each element delineated, may also be submitted.
- Rents and AMIs.* All Submissions must reflect the rent price affordability calculations (based on AMIs), and utility allowances described in the Form. In addition to the affordability requirements described throughout this Submission, any subsidy programs that are utilized will determine any additional affordability requirements, as applicable.
- Superintendent's Unit.* Specific information about the superintendent's unit(s) shall be included, as applicable. If the superintendent unit is not located onsite, a letter explaining alternative provisions for onsite janitorial services that satisfy the Housing Maintenance Code must be included.
- Project Budgets.* Provide Hard Cost calculations (including, but not limited to estimated construction costs, overhead, profit, insurance, contingency) with cost/sf estimates for both gross and net square footage. Please identify the entity that provided hard cost estimations and provide qualifications of this entity, if not already included in other parts of this proposal. Provide Soft Cost calculations, including assumptions for all fees for professional services, financing, and other industry standard and HPD allowable costs. Provide a percentage of Total Development Cost (TDC) for each line item.
- Tax Exemption Programs.* Submissions must indicate which tax exemption program(s) the Project plans to utilize, if any.
- Financing Narrative.* The Financial Scenario must clearly explain the financing structure of the Project, and explicitly identify proposed subsidy/financing programs. If the financing scenario proposes competitive financing sources, the financing narrative should explain the feasibility of obtaining the proposed sources and/or describe the respondents' history of successfully applying for the proposed sources.
- Financing Homeless, Supportive and/or Senior Housing.* Submissions that include homeless, supportive, and/or senior housing components may include competitive financing sources in their Primary Financing Scenarios.
- Regulatory Term.* Units must remain in the rent regulation system in perpetuity. Submissions must explain any future financial and other resources needed from the City to extend affordability and indicate how the Submission budgets for future capital needs.

Site A

- The cost of the demised MTA office space and parking, including its dedicated core, mechanical, electrical, and plumbing systems for the MTA must be identified in the project budget of Form G and assumptions must be explained in the Financing Narrative.
- Optional: The team may describe an alternate financing scenario for incorporating the retail component of the Project in the Financing Narrative.

Site B

- The cost of the Amtrak Right-Of-Way Overbuild must be identified in the project budget of Form G and assumptions must be explained in the Financing Narrative.

TAB H –Financing Letters of Interest and Historical Financing Letters of Interest/Award Letters

□ Financing Letters of Interest

• Private Financing

If private financing is proposed, a letter, or letters of interest, from a private lender or lenders must be included. Letters must be dated no earlier than two (2) months from the date of submission of the Developer's proposal. Applicants may use different private lenders for construction and permanent financing. The letters must be provided on the lender's letterhead, signed by a representative of the lender, and must state the amount and terms of the financing. The letter(s) must indicate a willingness to provide construction and permanent financing in amounts and with terms consistent with the proposal, and must include the following:

○ Construction Loan

- The amount of financing that the lender would consider based on the lender's preliminary determination of feasibility, based on expected development costs, operating income/expenses, and associated residential rent levels; and
- The interest rate (fixed or variable), the equity requirement, applicable fees, and other terms under which the lender would provide construction financing.

○ Permanent Loan

- The amount of financing that the lender would consider based on the lender's preliminary determination of feasibility, based on expected development costs, operating income/expenses, and associated residential rent levels; and
- The interest rate (fixed or variable), the equity requirement, applicable fees, and other terms under which the lender would provide permanent financing; and
- The maximum loan to value ratio and other underwriting criteria, including treatment of rental income, minimum maintenance and operating expenses, and debt service coverage requirements.

○ LIHTC Syndication

- If LIHTC financing is proposed, a syndication letter of interest is required. If LIHTC financing is proposed, the experience of the development team with tax credits must be described in the financing narrative.

• Public Financing

- If HDC bond financing is proposed, a letter of interest from HDC is NOT required.

□ Historical Financing Letters of Interest/Award Letters (for similar projects financed within the past 7 years, if applicable)

• Competitive Sources

- Any Proposal that includes funding or financing that is awarded on a separate competitive basis must submit historical letters of interest or award letters for similar projects financed within the past 7 years, if applicable.

TAB I – Assets Statements

□ Assets Statement and References

- Each Principal of the Respondent must submit audited or reviewed financial statements detailing the Principal's financial status in the two most recent years preceding the Submission Due Date for this Request. Publically-owned companies must submit the latest annual report and Form 10K, as well as any Form 10Q submitted after such Form 10K. As an alternative, the Assets Statement in Form K may be used. Provide sufficient information necessary to evaluate the Respondent's current financial commitments and track record to meet the financial obligations of the proposed Project.
- Provide references only of banks, investors, or other lenders that have financed previous and similar development projects.

Development Program and Community Development

TAB J – Development Program

- *Development Program.* Narrative describing a comprehensive perspective of the various components of the development program, including residential, commercial/ community facility, open space, and other land uses for the Site. This narrative should discuss how the development program considers the goals and priorities of Manhattan Community Board 4's recommendations.

TAB K– Community and Economic Development

- Narrative describing a comprehensive approach to the various components of the community development program, including;
 - Community Engagement Plan that provides meaningful opportunities for community outreach, input, feedback, or participation in certain elements (design and programming) of the Project after Developer selection.
 - Hiring and Procurement Plan for achieving (or summary of having achieved) compliance with the following required City and HPD programs:
 - HireNYC
 - M/WBE Build-Up Program, a component of HPD's Building Opportunity Initiative
 - Public Approvals Outreach Plan providing a strategy for complying with the ULURP certification and public approvals process.

Design and Performance

TAB L – Design Narrative

- Design narrative that provides a clear and comprehensive description of the preliminary design and succinctly articulates the design approach to achieving the Project vision and goals. Narrative must cite all elements submitted in Tab L: Architectural and Urban Design Plans, as described below:
 - **Area Plan and Photos.** How the design concept was informed by neighborhood physical, cultural, historical and/or socio-economic characteristics, as well as the Site conditions.
 - **Zoning Analysis and Building Code.** How the proposed Project complies with, or requires a variance from, applicable zoning and other legal requirements, as well as any known environmental concerns and how the Respondent intends to address them.
 - **Site Capacity and Program Evaluation.** How the planning and design approach address the existing buildings and any significant Site features, and the capacity (opportunities and challenges) of the Site to incorporate the various components of the development program.
 - **Site Plan and Urban Design.** How the Site plan and urban design approach creates safe and active urban residential environments, connects the Site to the surrounding neighborhood, enhances the public and pedestrian realm, and fosters sustainable development.
 - **Building Design.** Highlight major and/or unique design approaches to the building envelope and façade, floor plans and unit layouts, building systems, construction type, and sustainable development.
 - **Design and Construction.** Identify proposed construction type and any cost containment concepts to achieve quality design within proposed budget and schedule parameters, and consistent with the development program.
 - **Design Excellence.** Narrative describes other design features proposed for the Project, such as Active Design, Universal Design, and/or arts to be incorporated Project.

TAB M – Architectural and Urban Design Plans

Submission completeness requirements:

- Plans and drawings are to be at a concept design level typically included as part of the preliminary Schematic Design phase for architectural services.
- Preliminary plans and drawings must provide a clear understanding and comprehensive illustration of the design approach.
- All plans must be prepared and signed by a Registered Architect or Professional Engineer.
- All plans must be dimensioned and with a north arrow.

- Elevation Drawings, Section Drawings, and Floor Plans must be dimensioned at the same scale.
- All plans and drawings must include the name of the Project, Respondent, Architect and/or Engineer, and date.
- All materials must be on paper size of 11" by 17", or smaller, and must be easily reproducible.

Area Plan and Photos

- Photos: Images of the Site and the Site's relation to surrounding buildings, streets, sidewalks, and open spaces, at least 3" x 5" in size. Photos must be keyed on the area plan outlined below. The photos must be clear enough to be reproducible. Submissions must include photos of other neighborhood and community characteristics and conditions that informed the designs.
- Neighborhood Area Plan: A neighborhood context plan(s) indicating circulation patterns, significant land uses, transportation networks, landmarks, and other neighborhood infrastructure and community amenities.

Zoning Analysis and Building Code

- Zoning Analysis: Zoning map for the Site, and a detailed zoning computation with an analysis to demonstrate compliance with the assumed zoning. The analysis must cite pertinent sections of the zoning resolution. The analysis must include, at a minimum, the assumed zoning and uses; and the proposed and allowable/required (1) unit density; (2) FAR and ZFA (total and by use); (3) lot coverage; (4) height and setbacks; (5) streetwall requirements; (6) yard requirements; and (7) vehicle and bicycle parking, etc.
- Site Zoning Study: Site plan detailing adjacent street widths, setbacks, encroachments, easements, lot size, tax lot and zoning lot boundaries, and other relevant zoning and Site conditions and features.
- Square Footage Analysis: chart(s) with detailed breakdown of residential, community facility, parking, open space, and other components of the development program. The chart must include gross square footage, deductions and zoning square footage (floor area) by building and floor.
- Building Zoning Study: Massing diagram detailing building(s) uses, size, height, and other relevant zoning and Site conditions and features.

Site Plan and Urban Design

- Site Plan: Site plan indicating all components of the development program.
- Site Connectivity Plan: Site plan illustrating the connection of the Site to the broader neighborhood infrastructure and community amenities, within one block of the Site, at a minimum.
- Circulation and Open Space Plan: Site plan with walkways, sidewalks, garage and parking areas, curb cuts, building entrance/egress points, streetscape improvements, landscapes, lighting, easements, and encroachments.

Building Design

- Floor Plans: Ground level concept plans clearly indicating distribution of the development program and circulation patterns.
- Typical Dwelling Unit Plans: Typical unit floor plans that provide residential unit uses and separation of spaces, circulation and entrance/exit, key dimensions and square footage, access to light and air, and unique features and amenities.
- Elevation Drawings: Elevations clearly indicating proposed fenestration and materials, ceiling heights, floor elevations, and total building height.
- Site Section Drawings: Site section indicating proposed building and other land uses in contextual relation to other Site improvements, including adjacent buildings and Sites.

- Building Section Drawings: Building section indicating building to grade relationship and floor-to-floor and floor-to-ceiling height; and, key wall, floor, and roof section indicating envelope materials, fenestration, and approach to sustainable development.
- Illustrative Drawings: Conceptual diagram and/or sketch illustrating the intent and approach to the design and development of the Site. Simple visualization to communicate design aesthetic, scale and relationship of the Project components, and a general sense of space from the pedestrian perspective/ experience. (Physical models will not be accepted. Photo-realistic renderings or other expensive drawings are not required or encouraged.)

Site A

- MTA Office and Parking Space and Security Mitigation Requirements: Site plans, floor plans, sections, and elevations must indicate how the proposed building meets the MTA's requirements for office and parking space, separate mechanical, electrical, and plumbing systems, and security mitigation (see Appendix A). Floor plans showing programming for the MTA office space are not required.

Site B

- Amtrak Right-Of-Way Overbuild: Schematic sections that show the proposed structural system used to span the Amtrak trench and the relationship of the sub-grade structure to the Amtrak trench. Site plans must show points of egress and ventilation for the overbuild.

VIII. DEVELOPER OBLIGATIONS

A. Development Team and Project Management

The Developer will be responsible for assembling a Development Team with the necessary expertise, experience, and capacity to develop and manage the proposed Project, such as expertise in affordable housing development and finance, marketing and property management (residential and commercial, if applicable), design and construction, and community development.

The Developer is responsible for a professional and disciplined project management approach to the public/private partnership in connection with this Submission with the objective of ensuring transparent information, project governance, smooth negotiations and communications, as well as risk management and quality control.

The Developer is responsible for arranging timely commencement and completion of the Project, and will be held accountable for the schedules outlined in the Submission and agreed upon with HPD. The Developer will be required to submit ongoing status reports regarding Project development, financing, budget, schedule, marketing, leasing, and management.

The Development Team is responsible for activities typically associated with development, including, but not limited to, the design, finance, construction, marketing and leasing (and/or selling), and management of the completed residential units and commercial spaces, if applicable.

B. Community Outreach

The Developer will lead all community outreach activities and participate in required public forums, hearings, and briefings with the Community Board, elected officials, City agencies, and other organizations, as determined necessary by HPD, and will provide the necessary documentation and presentations for said meetings and forums.

C. Design and Construction

The Developer is responsible for obtaining all necessary governmental permits for the construction of the Project. The Developer must submit to HPD a full set of Schematic Design documents that include any modifications to the original concept/preliminary drawings and plans included in this Submission, as agreed upon by HPD and the selected Respondent, for HPD review and approval, within six (6) months of selection. Prior to disposition, the Developer must submit a complete set of Design Development documents and specifications to HPD for review and approval. The Developer is responsible for submitting final Construction Documents to HPD, which must conform to previous review comments and approvals made by HPD. The Developer will be expected to start construction on the date specified in its Development Schedule, which must be within 18-36 months of HPD's issuance of a Negotiation Letter to the Developer.

Site A – The Developer will be required to work with HPD, MTA, and NYCT to obtain all required approvals and to coordinate the completion of the dedicated core and mechanical systems of the MTA office and parking space. The Developer will be required to submit Schematic Design documents to the MTA for review and approval within six (6) months of selection. Prior to disposition, the Developer must submit a complete set of Design Development documents and specifications to MTA for review and approval.

Site B – The Developer will be required to comply with Amtrak's current Engineering Practice EP4006 entitled Overbuild of Amtrak Right-Of-Way Design Policy and receive all necessary approvals from Amtrak. Additionally the design and construction methods must comply with the Memorandum of Understanding with DEP.

At a minimum, the Developer is responsible for meeting the most current applicable design and construction regulations and guidelines listed below:

- [HPD Design Guidelines for Multifamily New Construction and Senior Housing](#)
- [HPD Design Guidelines for Supportive Housing](#), if applicable
- HPD Building and Site Performance Guidelines: Enterprise Green Communities Criteria Certification Overlay for NYC HPD Projects,

Submissions must comply with all current regulations, codes, and ordinances, including, but not limited to:

- [Zoning Resolution](#)
 - [Mandatory Inclusionary Housing](#), if applicable
 - [Zoning for Quality and Affordability](#), if applicable
- [New York City Construction Codes](#)
- [Multiple Dwelling Law](#)
- [Fair Housing Act](#)
- [Section 504 of the Rehabilitation Act of 1973 and Accessibility Requirements \(applies even if Project does not receive federal funds, and includes architectural, as well as marketing standards\)](#)
- [Americans with Disabilities Act](#) (as applicable)

D. Environmental Review

A Final Environmental Impact Statement (“FEIS”) pursuant to City Environmental Quality Review (CEQR) was prepared for the “Western Rail Yard” (CEQR No. 09DCP007M), by AKRF, Inc. and completed on October 9, 2009. The Metropolitan Transportation Authority and the New York City Planning Commission served as CEQR co-lead agencies. The FEIS analyzed projected mixed-use development over the western section (“Western Rail Yard”) of the MTA-Long Island Rail Road (LIRR) John D. Caemmerer Yard and permanently affordable residential development at two City-owned “Additional Housing Sites.” The Sites were identified as the Ninth Avenue Site and the Tenth Avenue Site, on which the FEIS assumed approximately 320,150 gross square feet of floor area as the reasonable worst-case development scenario (RWCDS) for the Sites, i.e. development reasonable expected to be constructed by the 2019 analysis year, including 30,000 square feet of office and 17,550 square feet of retail. Of this total, approximately 133,050 square feet of total floor area, including 30,000 square feet of office, 6,750 square feet of retail, and 104 residential units were assumed on the Ninth Avenue Sites and approximately 187,100 square feet of total floor area, including 10,800 square feet of retail and 204 residential units were assumed on the Tenth Avenue Site. The full document is available at: <https://www1.nyc.gov/site/planning/applicants/env-review/western-rail-yard.page>.

The Additional Housing Sites rezoning was considered in the FEIS and completed for CEQR No. 09DCP007M. In the event the selected development program is larger or falls outside of the environmental scope of the FEIS completed for CEQR No. 09DCP007M, additional analysis may be warranted. The Office of the Deputy Mayor for Economic Development should be consulted with respect to the need for any additional CEQR assessment. If required, the Developer would be responsible for retaining a reputable environmental consultant, preparing and submitting all relevant updates to the CEQR documents, and funding the cost of the studies and analyses required to update CEQR. Any additional analysis needed may result in modifications to the requirements of the FEIS for these parcels, which are described in further detail below.

If it is determined that the selected Additional Housing Sites development program falls within the scope of what was analyzed for these parcels in the 2009 Western Rail Yard FEIS (described above), the requirements of the FEIS would apply.

E. Public Land Use, Zoning and Approvals

HPD will be the applicant for the ULURP application, with assistance from the Developer in preparing the supporting documentation for the application, if needed. The Project will also require City Council and Mayoral approvals. Anticipated actions requiring approval under ULURP or UDAAP for development of the

Site include special permits and Mayoral approval of the disposition. The Developer may be required to alter the designs or program before and during the ULURP process to comply with any request for modifications.

F. Financing

Real Property Taxes and Exemptions

The Developer is responsible for applying to, and meeting the requirements of, specific tax benefit program(s). HPD makes no representations or warranties as to the continued availability of these benefits or as to the Project's eligibility to receive these benefits. The Site(s) will be subject to New York City real property taxes and charges. However, the tax exemptions described below may be available for eligible projects. Specific benefits may vary depending on characteristics of the Project. For details of each program, the Developer is responsible for researching the relevant statute and rules.

- The [Affordable New York Housing Program \(RPTL Section 421-a\(16\)\)](#) that took effect on April 10, 2017, provides a partial tax exemption for new multiple dwellings from real property taxes on the increase in assessed valuation resulting from the improvement to the property. The full amount of real property taxes on the assessed valuation of the property in the tax year preceding the year in which construction commenced must be paid each year. In addition, real property taxes must also be paid for any commercial, community facility, or accessory uses that in total exceed 12% of the aggregate floor area of the project. Eligible rental projects of 6 or more units, would receive a retroactive 100% exemption for a construction period of up to three years, and depending on the location and number of units, either a 35-year post-construction partial exemption (25 years at 100% exemption and an exemption equal to the percentage of affordable units during the last 10 years), or a 35-year post-construction full exemption (35 years of 100% exemption). Projects receiving the 100% exemption for the full 35 years are restricted for 40 years rather than 35 years.
- The [Article XI tax exemption](#) provides a complete or partial tax exemption from New York City real property taxes for up to 40 years for the new construction or rehabilitation of affordable housing carried out by a Housing Development Fund Company (HDFC). An HDFC is a corporation formed under Article XI of the Private Housing Finance Law to develop and operate low-income housing. The formation of each HDFC which is a sponsor of an HPD project is individually approved by HPD and is subject to City Council approval.
- The [420-c tax exemption](#) provides an exemption from New York City real property taxes for up to sixty (60) years for housing financed or previously financed in part with Federal Low Income Housing Tax Credits. In order to be eligible for this tax exemption, at least 70% of the units must be subject to the income and occupancy requirements of Internal Revenue Code Section 42. Projects must be owned or leased for at least thirty (30) years by a corporation, partnership, or limited liability company, of which at least fifty percent (50%) of the controlling interest is held by a charitable organization with 501(c)(3) or (4) tax exempt status whose purposes include the provision of low income housing, or a wholly-owned and wholly-controlled subsidiary of such a charitable organization. HPD must approve the regulatory agreement that imposes tax credit restrictions on the project's dwelling units and may also require a payment in lieu of taxes (PILOT.)
- The [Urban Development Action Area Project \("UDAAP"\)](#) tax exemption is subject to approval by the City Council. The City Council may grant an exemption from the New York City real property taxes on the buildings/improvements for up to twenty (20) years. If the Council grants the full 20-year exemption, the improvements on the Site(s) would be fully exempt from the New York City real property taxes on the buildings/improvements for the first ten (10) years with a gradual phase-in of full taxes over the remaining ten (10) years (10% per year). The full amount of the New York City real property taxes on the land must be paid each year. Other governmental approvals are required before the City is able to use the UDAAP.

Transfer Taxes and Disposition Price

The Developer is responsible for paying all transfer taxes associated with the conveyance of the Site(s) to the Developer, including any transfer taxes associated with the conveyance of the condominium units and all transfer and recording taxes associated with financing of the construction and the Project, generally.

The Developer will pay, upon conveyance, a nominal disposition price, anticipated to be \$1.00 per lot at HPD's sole discretion, and will deliver an enforcement note and mortgage for the difference between the purchase price and the appraised value of the Site, which may accrue interest at the AFR and may be payable at maturity. When the MTA Office and Parking Unit is conveyed by the Developer to the City, no consideration will be paid by the City and the MTA Office and Parking Unit will be released from the enforcement note and the lien of the enforcement mortgage.

HPD – HDC Term Sheets

Developer Submissions must comply with all terms of any HPD subsidy program utilized. Please refer to [HPD Term Sheets](#).

Developer Submissions that assume HDC bond financing (and subsidy financing, if applicable) must comply with all terms of the applicable [HDC Term Sheet](#).

Project-Based Rental Assistance

Development teams that propose the use of project-based rental assistance in accordance with HPD-HDC term sheets will be expected to apply to [HPD's Project-Based Voucher \(PBV\) Request for Proposals](#) or other project-based rental assistance competitions. HPD will accept applications to its PBV RFP on a rolling basis and awards will be made four times per year at intervals that will be announced at a later date.

Subordinated Debt

Developer Submissions calculate subordinated debt at the amount equal to the sum of:

1. The difference between the cash portion of the purchase price paid at closing and the appraised value of the Site, based on an independent appraisal acceptable to HPD; plus
2. The aggregate amount of any City, State, or Federal construction subsidies for the construction of the units less the amount required to be repaid from proceeds from the sale of the units, if applicable; plus
3. Any additional value as reflected by the difference between the homeownership sales prices and the as-built market value of the Site and improvements, if applicable.

Resale, Refinancing, and Recapture Restrictions

- The HPD enforcement mortgage is subject to repayment from refinancing and resale profits, and may be non-evaporating.

Incentive Programs

The Developer is responsible for pursuing and securing other subsidies related to the Development Program that may be available:

Brownfield Redevelopment

- [New York City Office of Environmental Remediation](#) provides subsidy and technical assistance for City-supported affordable and supportive housing developments.

Commercial and Retail Incentives

- New York City Economic Development Corporation (NYCEDC)'s [guide to financing and incentives](#)
- [Food Retail Expansion to Support Health \(FRESH\) Program](#): promotes the establishment and retention of neighborhood grocery stores in underserved communities by providing zoning and financial incentives to eligible grocery store operators and developers.

- [NYCEDC Capital Access Loan Guaranty Program](#): Provides up to a 40 percent guarantee on loans for qualified NYC micro (fewer than 20 employees) and small (21-100) businesses experiencing difficulty in accessing loans.

G. Disposition and Disposition Price

The Developer will be responsible for executing and complying with all Site Disposition requirements. Disposition of the Site(s) to the Developer will be subject to the following:

- Receipt of all public approvals required for disposition of the Site(s) and development of the proposed Project(s) on such Site(s), including without limitation, approval by the Mayor.
- Execution and delivery of the documents necessary to complete the disposition process within a time period specified by HPD. These documents include, but are not limited to, an LDA, an MTA Development Agreement for Site A, and a Memorandum of Understanding with DEP for Site B.
- The Site(s) will be conveyed in accordance with the terms of the LDA to be entered into between the Developer and HPD and will be conveyed in “as-is” condition, including without limitation, all environmental conditions and hazards. The LDA will contain covenants running with the land that require the Developer to develop the Site(s) in accordance with plans and specifications determined and approved by HPD.
- The City will convey the Sites subject to a remainder interest, except for the MTA office and parking space.
- The LDA will require the following with respect to condominiumizing the Premises:
 - That upon completion of the Project, the Developer shall submit Developer’s fee interest in the Premises to a condominium regime pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, as it may be amended. The condominium must include (i) one or more units for the 30,000 square foot office use that will be conveyed to the City (the City Unit) and which shall include 15 below-grade parking spaces for SUV-sized vehicles; (ii) one unit for the retail portion and (iii) one or more units for the affordable residential portion.
 - Obligations relating to “general common elements” (e.g., roof, façade, building-wide systems, if any) of the condominium shall be the responsibility of a board of managers on behalf of all units. The expectation is that the owner of the City Unit will not be required to pay for such “general common elements”. The owner of the City Unit shall have the option to self-insure and there may be additional terms with respect to the City Unit that will differ in application from the other units of the condominium. The City Unit shall have separate systems, as more fully described in Appendix A: Zoning, Site Plan, and Building Design Guidelines and Site Specific Design Guidelines.
 - In connection with submission of the Premises to a condominium regime, the City shall be afforded the opportunity to review and approve all documents relating to condominium submission including, without limitation, the condominium declaration and bylaws, prior to their filing and recording (as applicable).
- The simultaneous closing of a bona fide construction loan required to finance the full development of the Site(s).

Legal Fees

In connection with the creation of the master condominium and conveyance of the City Unit (the Condo Transaction), the City may retain outside legal counsel (Counsel) to advise the City and to draft associated documentation. To continue in negotiations with the City at a point in time at the City’s sole discretion, the Developer may be asked to pay for Counsel fees and costs of the City in connection with the Condo Transaction. The Negotiation Letter and the LDA will provide that, upon request, the Developer shall

promptly contribute funds to a replenishing escrow account from which the City will draw funds to cover all fees, costs, and expenses relating to such Counsel. The initial balance of this account will be set by the City in its discretion. If the escrow balance drops below a threshold percentage, to be determined by the City, of the initial balance, the Developer shall replenish the escrow account with additional funds to restore the escrow account to its initial balance. The requirement that the Developer must contribute funds to an escrow account for Counsel fees and costs may be waived at the City's discretion.

H. Construction

The Developer is responsible for overseeing the design, bidding, and construction process generally described below:

Bidding and Contracting. The Developer is responsible for managing all phases of the design process to ensure the implementation of integrated design strategies to achieve high performing buildings and sites. The Developer is responsible for ensuring competitive construction pricing and delivery to make certain that the building is deliverable according to the Project budget and schedule, which must be consistent with HPD-HDC Term Sheets.

The Developer is responsible for procuring and managing the construction of the Project, and ensuring smooth negotiations and contracting with any sub-contractors for the construction and operations of the completed Project.

Completion and Close-out. The Developer is responsible for implementing all professional industry standard practices in construction monitoring, construction completion, compiling all warranties and guarantees, any applicable commissioning, and transferring the completed building to property management and maintenance personnel, and coordination with HPD marketing departments as units are completed and ready for leasing or sales.

I. Marketing and Leasing

The Developer is solely responsible for marketing and leasing of the residential units. In carrying out these functions, the Developer must comply with HPD and HDC's marketing requirements, which are designed to ensure that the availability of the units is disseminated as widely and fairly as possible. The Developer must ensure compliance with tenant/household preferences included in HPD and HDC's marketing requirements. The rent of the units projected in the Submissions are to be determined by the Developer in accordance with HPD, as stated in applicable term sheets or otherwise. The marketing of the units will be monitored by HPD staff to ensure compliance with these requirements. The [HPD-HDC Marketing Handbook](#) will be incorporated by reference into the regulatory agreement that the Developer will execute.

The Developer is responsible for ensuring that all respondents, regardless of preference, must meet the income, employment, and other eligibility criteria set for each property for which it is applying.

J. Operating Rents – Rent Stabilization

The Developer is responsible for ensuring that initial rents will be established in accordance with the regulatory agreement consistent with any income requirements outlined in this Request and/or the subsequent Submission or other financing conditions and terms. Prior to initial occupancy, all residential apartment units must be registered with HCR under rent stabilization at rents specified in the regulatory agreement. Residential apartments must remain in the system for perpetuity.

K. Property Management and Maintenance

The Developer is responsible for providing professional property management services, and having all standard asset management systems in-place to qualify income levels pursuant to funding requirements, as well as to submit property management data and operating budgets to HPD.

The Developer is responsible for professional maintenance services, as well as supporting or facilitating resident programming and community rules that promote health, safety, and quality of life at the Project.

L. HireNYC

The Developer, General Contractor, and certain Subcontractors will be required to participate in *HireNYC*, a workforce development program which connects the City's real estate development projects to the City's workforce development services. Development partners will be required to enroll with Workforce1 through an on-line system hosted by the Department of Small Business Services, to share job openings in entry-and mid-level construction positions with Workforce 1, and to interview the qualified candidates that Workforce 1 refers for those openings. Respondents will be required to regularly report on their outreach activities per HireNYC Program requirements. For more information about *HireNYC*, see [HPD](#) and [SBS](#) websites.

M. Minority and Women-Owned Business Enterprise (M/WBE) Build-Up Program

The Developer is responsible for complying with the [M/WBE Build Up Program](#), which is a component of HPD's Building Opportunity Initiative. Currently, the program requires developers/borrowers to spend at least [a quarter of HPD-supported](#) costs on certified M/WBEs over the course of design and construction of an HPD-subsidized project. A minimum of 25% will be required for each project subject to the program. Developers may adopt a goal higher than the minimum.

N. Fair Housing Requirements

The Developer must comply with all applicable Federal, State, and local laws, orders, and regulations prohibiting housing discrimination.

O. Warranty Coverage

If the residential apartments in the Project are sold by Developer as cooperative apartments or individual residential condominium units, Developer will be responsible for ensuring that these residential apartments are sold with a warranty that is the same as the housing merchant implied warranty described in Section 777(a) of the New York State General Business Law. The warranty must be applied to all residential apartments, regardless of the number of stories of the building in which they are located, and may not be limited, modified, or excluded by the methods provided for in Section 777(b).

P. Section 3 Clause

The Developer is responsible for complying with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations at 24 CFR part 135, if applicable, which includes, but not limited to, providing: (i) to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of the project must be given to "Section 3 Residents" as such term is defined in 24 CFR 135.5; and (ii) to the greatest extent feasible, contracts for work to be performed in connection with any such project must be awarded to "Section 3 Business Concerns" as such term is defined in 24 CFR part 135.5.

Q. Davis-Bacon

The Developer must comply with Davis-Bacon and the Contract Work Hours and Safety Standards Acts, if applicable, which, currently includes Projects that contain twelve (12) or more units assisted with Federal HOME funds or Projects that contain nine (9) or more units funded with Project Based Vouchers.

R. Equal Opportunity

The Developer will be required, along with partners, or authorized representatives of the Developer, to attend a class administered by HPD outlining the requirements of Executive Order No. 50, and to submit

Equal Opportunity forms provided by HPD verifying their compliance with the provisions of the Executive Order.

S. Building Services Prevailing Wages

This project will be subject to payment of prevailing wages as defined in Section 6-130(a)(13) of the New York City Administrative Code in connection with building service work performed by building service employees as those terms are defined in Section 6-130(a)(2) and (3) of the New York City Administrative Code, respectively. For the proposed financing at this time, please assume wages for building service workers published by the New York City Comptroller (<http://comptroller.nyc.gov/wp-content/uploads/documents/230-schedule2017-2018.pdf>). Note that the “Supplemental Benefits Rate” quoted therein are the minimum requirements for fringe benefits.

In addition, this project will be subject to the enforcement provisions set forth in paragraphs (2), (4), (6), and (8) of subdivision (d) of section 6-130 of the New York City Administrative Code, with respect to the role of the mayor or his designee, including the right of any aggrieved employee or former employee to file an administrative complaint and remedies that may be sought by the City for failure to comply with an order, determination, or disposition issued by the mayor or his designee or the office of administrative trials and hearings in accordance with said provisions of the New York City Administrative Code, and the Comptroller shall have authority to investigate prevailing wage violation complaints in accordance with paragraph (3) of subdivision (d) of section 6-130 of the New York City Administrative Code. An aggrieved current or former employee shall have a third party beneficiary right to enforce this prevailing wage requirement. Such third party beneficiary private right of action shall be effective only in the event that the enforcement provisions set forth in paragraphs (2), (4), (6), and (8) of subdivision (d) of section 6-130 of the New York City Administrative Code are determined by a court of competent jurisdiction to be inapplicable to a violation of this prevailing wage requirement.

T. NYC Feral Cat Initiative

The Developer must work with the Mayor’s Alliance for NYC’s Animals to humanely relocate feral cats from Site B.

IX. CONDITIONS, TERMS, AND LIMITATIONS

This Request is subject to the specific conditions, terms, and limitations stated below:

All determinations of HPD regarding this Request are at the sole discretion of HPD.

The Site(s) is to be disposed of in its "as is" condition. The City, its officials, agents and employees make no representation whatsoever as to the physical condition of the Site(s) or its suitability for any specific use.

The Site(s) shall be subject to New York City real property taxes and charges. Tax benefits may be available under 421-a, Article XI, 420-c, UDAAP, or other tax exemption programs.

The proposed Project must conform to, and be subject to, the provisions of the Zoning Resolution, Building Code, and all other applicable laws, regulations, and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.

Valid permits and approvals, as required by City, State, and Federal agencies, must be obtained by the Developer prior to commencing work.

The commencement of negotiations with a Developer will depend on satisfaction of the additional documentation and review requirements described in this Request, and will be subject to the subsequent approval of the Mayor.

The City will convey the Site(s) pursuant and subject to the provisions of the LDA, including the remainder interest described in this Request. HPD will recommend to the Mayor the disposition price as stated. Where required, all documentation, including but not limited to the deed and LDA, must be in form and substance satisfactory to the Mayor and Corporation Counsel. The conveyance will be subject to satisfaction of the applicable provisions of the City Charter and Article 16 of the General Municipal Law. The portion of the Site that will become the MTA Office and Parking Unit will be conveyed to the City as described above.

No transaction will be consummated if any Principal of any selected Developer is in arrears, or in default upon any debt, lease, contract, or obligation to the City, including without limitation, real estate taxes and any other municipal liens or charges. The City may refuse to review any Submission by any such Respondent.

The Developer and any contractor it retains must pass a City background check before closing.

No commission for brokerage or any other fee or compensation will be due or payable by the City, and the Submission to this Request will constitute the Respondent's undertaking to indemnify and hold the City harmless from and against any such claim for any such fee or compensation based upon, arising out of, or in connection with any action taken by the Respondent, the selection of the Respondent's submission and invitation to the Respondent to respond to this Request, the conditional designation of a Developer pursuant to this Request, or the sale of the Site(s).

The City is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any Respondent at any time, including the cost of responding to the Request.

This Request and subsequent Submission do not represent any obligation or agreement whatsoever on the part of the City. Any obligation or agreement on the part of the City may only be incurred after the City executes a written agreement approved as to form by the Corporation Counsel. The City is under no legal obligation to convey the Site(s) through a competitive process. The City may use the Submissions pursuant to this Request as a basis for negotiation with Respondents as the City deems appropriate. HPD may reject at any time any or all Submissions, amend or withdraw this Request in whole or in part, negotiate with one or more Respondents, and/or negotiate and dispose of the Site(s) on terms other than those set forth herein (including to parties other than those responding to this Request). HPD may also, at any time, waive compliance with or change any of the terms and conditions of this Request, entertain modifications or

additions to selected Submissions, or withdraw the Site(s) or portions of the Site(s) from or add individual parcels to this Request.

Selection of a Respondent's Submission will not create any rights on the Respondent's part, including, without limitation, rights of enforcement, equity or reimbursement, until after the approvals of the City Council, Mayor, and Corporation Counsel, and until the deed, LDA, MTA Development Agreement, and all related documents are fully executed and approved. After execution, the terms of the deed and LDA shall govern the relationship between the City and the Developer, and the terms of the MTA Development Agreement shall govern the relationship between the MTA and the Developer. In the event of any variance between the terms of this Request and the deed, the LDA, or the MTA Development Agreement, the terms of the deed, LDA and/or the MTA Development Agreement will govern.

All determinations as to the completeness or compliance of any Submissions, or as to the eligibility or qualification of any Respondent, will be within the sole discretion of the City.

This Request and any agreement resulting there from are subject to all applicable laws, rules, and regulations promulgated by any Federal, State, or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.

X. CONFLICTS OF INTEREST

Current and former employees of the City of New York may respond to this Request only in accordance with Chapter 68 of the New York City Charter governing ethics and conflicts of interest affecting City personnel. Section 2604(c)(7) of the City Charter contains specific prohibitions that exclude enumerated groups of employees from participating in the sales process. In addition, current HPD employees may not respond to this Request.

Persons in the employ of the City considering a Submission are advised that opinions regarding the propriety of their purchase of City-owned property may be requested from the New York City Conflicts of Interest Board. This body is empowered, under Section 2602 of the City Charter, to issue advisory opinions on conflict of interest questions and other matters of ethical considerations. It is not necessary, however, that such an opinion be obtained prior to responding to this Request.

Former employees of the City of New York are also advised that the City Charter imposes certain restrictions on post-employment and business relationships with the City. Such individuals are advised to consult the specific provisions on this issue contained in the City Charter.

XI. APPENDIX

- A. Zoning, Site Plan, and Building_Design Guidelines
- B. Site B Survey
- C. Western Rail Yard Rezoning Points of Agreement
- D. Western Rail Yard Rezoning City Planning Commission Reports
- E. Submission Forms - Forms are available for download on the website in Word and Excel formats as part of this Submission. The lettering of Forms corresponds to the Submission Tabs. Please note that not all Tabs require a form.

- Form A-1: Completeness Checklist
- Form A-2: Respondent's Letter
- Form D-1: Development Team Information and Respondent Questionnaire
- Form D-2: Not-for-Profit Organization Form
- Form E-1: Residential Development Experience and Current Workload
- Form E-2: Residential Management Experience and Current Workload
- Form E-3: Management Questionnaire
- Form E-4: Commercial Management Experience
- Form G: Financing Scenario
- Form I: Site Development Program Summary

**APPENDIX A:
Zoning, Site Plan, and Building
Design Guidelines**

APPENDIX A: Zoning, Site Plan, and Building Design Guidelines

The Sites present a unique opportunity to provide much-needed affordable housing, community facilities, and neighborhood services, and other improvements in the community. The following guidelines have been informed by a community planning process (Manhattan Community Board 4 Recommendations) to ensure that the Project considers the needs and desires of the surrounding community.

Site A Design Guidelines

- The Western Rail Yard Rezoning Points of Agreement set a height cap restriction of 85 feet within 100 feet of Ninth Avenue, and a height cap of 99 feet beyond 100 feet of Ninth Avenue.
- The massing must accommodate all existing vents of the MTA-NYCT building, permitting unobstructed air flow and preventing unsecured access to the vents.
- The project must include a description of how the adjacent MTA/NYCT building will be protected during and after construction.
- Submissions must include separate mechanical, plumbing, and electrical systems for the housing, retail, and MTA office and parking portions of the building.
- MTA office and parking requirements:
 - The building must include 30,000 square feet of office space. All office space must have a floor-to-ceiling height of at least 9 (nine) feet.
 - The building must include below grade parking for 15 SUV-sized MTA response vehicles.
 - Separate circulation, heating, ventilation and air conditioning system, as well as mechanical, electrical and plumbing systems for the MTA office and parking space. All MTA entrances and uses should be sited at the eastern end of the building and adjacent to the MTA-NYCT building.
 - Additional specific requirements regarding the MTA space will be set forth in the MTA Development Agreement.
- Security mitigation requirements:
 - At least one of the following measures must be taken along the eastern portion of the lot:
 - The eastern wall of the new building must be a hardened, blast proof wall; and/or
 - The site plan must incorporate a minimum 20-foot restricted access courtyard between the proposed building and existing MTA-NYCT building
 - Roofs and terraces within 20 feet of the adjacent MTA-NYCT transit building must be inaccessible green roofs
 - Dedicated entrances for MTA staff –with restricted access to MTA office and parking spaces— must be entirely separated from other areas in the building
 - Create an access-controlled entry zone for the below grade parking garage, closest to the west wall of the MTA-NYCT building

Site B Design Guidelines

- The Western Rail Yard Rezoning Points of Agreement set a height cap restriction of 77 feet on the Site.
- Direct building entrances to the adjacent open space or balconies overlooking the open space are not permitted, with the exception of the public restroom.
- The public restroom should have a door leading directly to the open space.
- The construction method for the platform and building cannot assume any construction staging on the City-owned portion of Block 1077, Lot 29.

General Design Guidelines

SITE PLAN and URBAN DESIGN

Respondents must develop a thoughtful site plan that connects the Site with the surrounding neighborhood. Designs will be evaluated on the approach to creating contextual architecture and urban designs that enhance existing neighborhood commercial corridors and/or residential areas, and create safe, high-quality, residential environments.

BUILDING DESIGN

Envelope/ Exterior:

- Architectural designs will be evaluated on façade, fenestration, setbacks, heights, massing, materials, projections and articulations (e.g. entrance and egress), scale and other architectural elements that build upon, mend, or strengthen existing neighborhood quality and character.
- Conceptual Building Elevations.
 - Building materials will be evaluated on the aesthetic quality, as well as durability.
 - Roof lines, floor lines, and top of parapets will be evaluated on their contextual relationship with adjacent buildings and surrounding neighborhood.
- New construction must be integrated with the neighborhood context. The design of the buildings must provide for variety and visual interest, and maintain a coherent quality for the multiple buildings on the block.
- Bulkheads must be located and designed to reduce their impact on the surrounding context.

Street/Ground Level Façades:

The lower portions of the façade must enhance the pedestrian experience. The first one to two floors, or “lower base,” of the building must address the pedestrian scale by activating pedestrian uses.

- The base of the building must address the pedestrian scale by defining a clear street wall with active uses, multiple pedestrian entrances, transparency, and/or other material articulation and depth to activate the abutting sidewalks and enhance the pedestrian experience. Large areas of blank wall are to be avoided.

Plans/ Interior:

- Typical Unit Floor Plans
 - Efficiency and quality of typical unit floor plan.
 - Quality of resident experience – views, circulation, storage, efficiencies, convenience.
- Common Space
 - Location and quality of the proposed community facility and/or commercial space.
 - Connection to, as well as quality and environmental comfort of, shared amenities, including lobby, community space, mailroom, outdoor areas, etc.
 - Circulation effectiveness for controlled access (private and public), including security, visibility, etc.
 - Circulation quality of experience, and efficiency and accessibility of circulation patterns.
 - Quality of resident and visitor of experience – accessibility, clear egress/ingress and circulation.

Systems:

- Structural system. Structural systems are appropriate for Site and building design, durable, easy to maintain, and efficient.
- Mechanical, Electrical, and Plumbing (MEP) systems. MEP systems are durable, easy to maintain, and efficient.
- All systems related to the MTA space must be separate from other functions in the building.
- Sustainability. Building systems maximize the use of durable passive systems to achieve energy and water efficiencies that reduce consumption and operating costs.

Design and Construction

- Building design maximizes construction efficiencies (type, cost, time) while achieving high-quality design.

APPENDIX B: Site B Survey

MONUMENTATION TABLE

SECTION MAP#	MONUMENT DESCRIPTION
50	MONUMENT FOUND IN THE SOUTH EAST CORNER OF 10TH AVENUE & WEST 50TH STREET.
50	MONUMENT FOUND IN THE SOUTH EAST CORNER OF 10TH AVENUE & WEST 51ST STREET.
50	MONUMENT FOUND IN THE SOUTH EAST CORNER OF 10TH AVENUE & WEST 52ND STREET.

NOTE: ALL HORIZONTAL COORDINATES REFER TO THE BOROUGH OF MANHATTAN DATUM.

WEST 52ND STREET

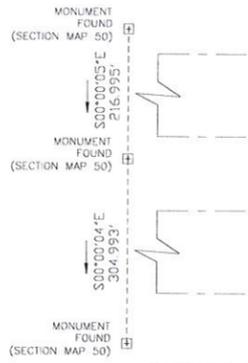
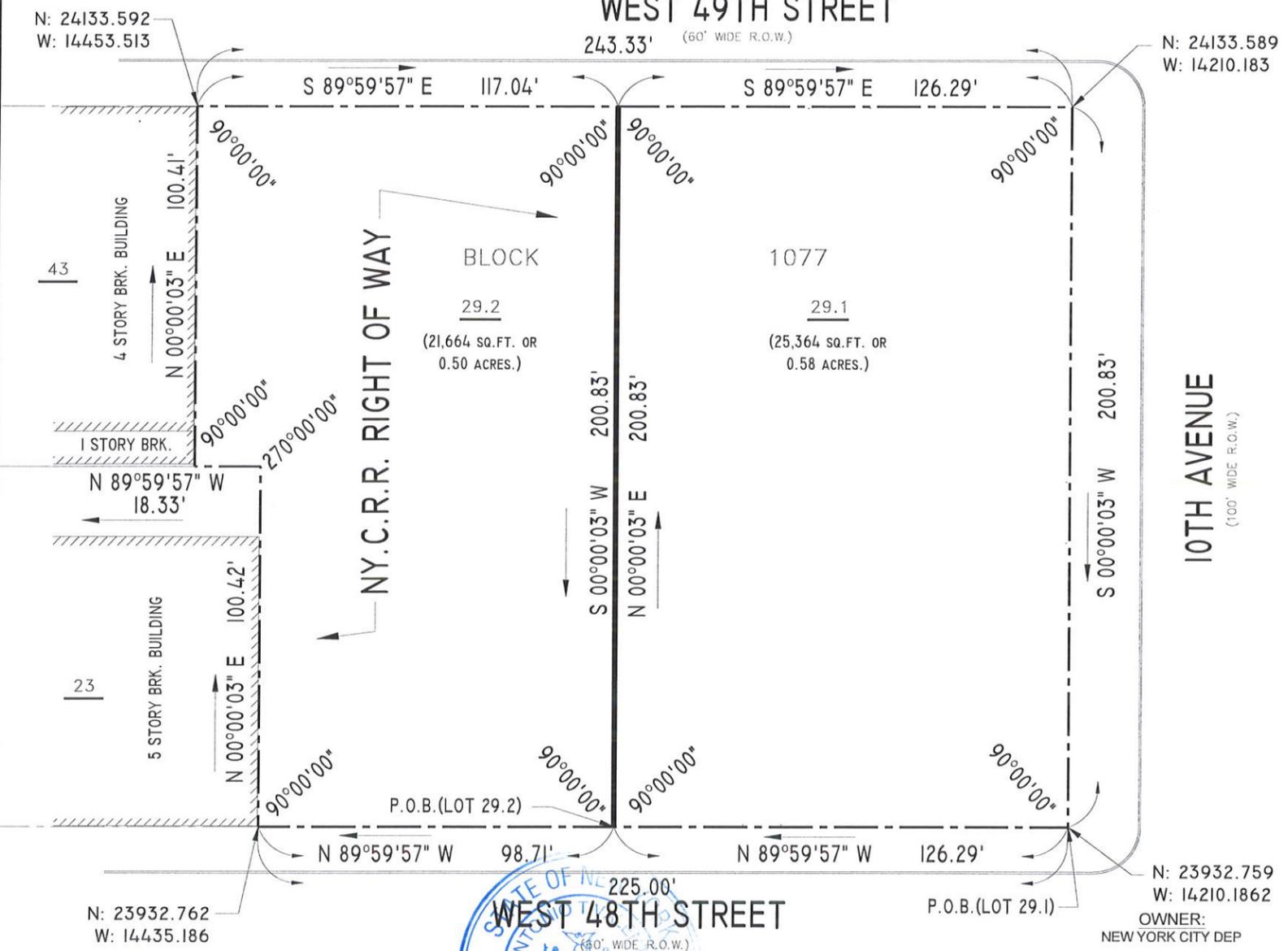
WEST 51ST STREET

WEST 50TH STREET

WEST 49TH STREET

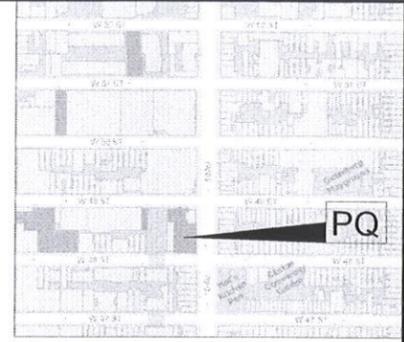
WEST 48TH STREET

10TH AVENUE
(100' WIDE R.O.W.)



SURVEY NOTES:

1. PROPERTY SHOWN ON THIS SURVEY IS SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY THAT A TITLE SEARCH MAY DISCLOSE OR ARE NOT SHOWN BY PUBLIC RECORD. A TITLE SEARCH WAS NOT PERFORMED AT THE TIME THIS SURVEY MAP WAS PREPARED.



LEGAL DATA

LOT & BLOCK NUMBER	39	BLOCK 2109
ANGLE	86°30'48"	
BLOCK LENGTH	167.01'	
INTERPOLATED/CALCULATED ANGLE OR LENGTH	[86°30'48"]	[167.01'(65.75 m)]
PROPERTY POSSESSION LINE	---	
BUILDING LINE	---	
CURLINE	---	
SURVEY CONTROLS		
SURVEY MONUMENT (BPM)	8	
BUILDING ABBREVIATIONS		
BRICK	BLDG.	
CONCRETE SIDEWALK	BRK.	
DEPRESSED CURB	C.S.W.	
STEEL FACE CURB	DC	
	S.F.C.	

LEGAL DESCRIPTION

(PROPOSED LOT 29.1 DESCRIPTION)

THE SUBJECT TRACT OF LAND WITH RESPECT TO WHICH THE FOREGOING PARTIES ARE THE PARTIES IN INTEREST AS AFORESAID, IS KNOWN AS TAX LOT NUMBER 29.1 IN BLOCK 1077 TO BE SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, NEW YORK COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE INTERSECTION OF THE WESTERLY SIDELINE OF 10TH AVENUE AND THE NORTHERLY SIDELINE OF WEST 48TH STREET RUNNING; THENCE
 N 89°59'57" W A DISTANCE OF 126.29 FEET TO A POINT RUNNING; THENCE
 N 00°00'03" E A DISTANCE OF 200.83 FEET TO A POINT ON THE SOUTHERLY SIDELINE OF WEST 49TH STREET RUNNING; THENCE

ALONG SAID SOUTHERLY SIDELINE OF WEST 49TH STREET, S 89°59'57" E A DISTANCE OF 126.29 FEET TO A POINT ON THE WESTERLY SIDELINE OF 10TH AVENUE RUNNING; THENCE

ALONG SAID WESTERLY SIDELINE OF 10TH AVENUE, S 00°00'03" W A DISTANCE OF 200.83 FEET TO A POINT OR PLACE OF BEGINNING.

TOTAL LOT AREA= 25,364 SQ.FT OR 0.58 ACRES

LEGAL DESCRIPTION

(PROPOSED LOT 29.2 DESCRIPTION)

THE SUBJECT TRACT OF LAND WITH RESPECT TO WHICH THE FOREGOING PARTIES ARE THE PARTIES IN INTEREST AS AFORESAID, IS KNOWN AS TAX LOT NUMBER 29.2 IN BLOCK 1077 TO BE SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, NEW YORK COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDELINE OF WEST 48TH STREET A DISTANCE OF 126.29 FEET FROM ITS INTERSECTION WITH THE WESTERLY SIDELINE OF 10TH AVENUE AND FROM SAID POINT RUNNING; THENCE

ALONG SAID NORTHERLY SIDELINE OF WEST 48TH STREET, N 89°59'57" W A DISTANCE OF 98.71 FEET TO A POINT RUNNING; THENCE

N 00°00'03" E A DISTANCE OF 100.42 FEET TO A POINT RUNNING; THENCE

N 89°59'57" W A DISTANCE OF 18.33 FEET TO A POINT RUNNING; THENCE

N 00°00'03" E A DISTANCE OF 100.41 FEET TO A POINT ON THE SOUTHERLY SIDELINE OF WEST 49TH STREET RUNNING; THENCE

ALONG SAID SOUTHERLY SIDELINE OF WEST 49TH STREET, S 89°59'57" E A DISTANCE OF 117.04 FEET TO A POINT RUNNING; THENCE

S 00°00'03" W A DISTANCE OF 200.83 FEET TO A POINT OR PLACE OF BEGINNING.

TOTAL LOT AREA= 21,664 SQ.FT OR 0.50 ACRES

LOCATION MAP
N.T.S.

MUNICIPAL APPROVAL

WE CERTIFY THAT THIS MAP HAS BEEN APPROVED BY THE PLANNING BOARD OF THE BOROUGH OF MANHATTAN ON _____ AND SAID MAP COMPLIES WITH THE PROVISIONS OF THE "MAP FILING LAW". THIS CERTIFICATION SHALL EXPIRE IF THE MAP IS NOT FILED IN THE OFFICE OF THE REGISTER OF COUNTY OF NEW YORK ON OR BEFORE THE

DAY OF _____, 20__

SECRETARY, PLANNING BOARD DATE: _____

CHAIRMAN DATE: _____

THE MONUMENTS SHOWN ON THIS MAP SHALL BE SET WITHIN AN APPROPRIATE TIME LIMIT AS PROVIDED FOR IN THE "MUNICIPAL LAND USE LAW," OR LOCAL ORDINANCE.

I CERTIFY THAT A BOND HAS BEEN GIVEN TO THE MUNICIPALITY, GUARANTEEING THE FUTURE SETTING OF THE MONUMENTS SHOWN ON THIS MAP AND SO DESIGNATED AS WELL AS PERFORMANCE GUARANTEES FOR SITE IMPROVEMENTS.

MUNICIPAL CLERK DATE: _____

MAP CERTIFICATIONS

I HAVE CAREFULLY EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF FIND IT CONFORMS WITH THE PROVISIONS OF THE "MAP FILING LAW," RESOLUTION OF APPROVAL, AND THE BOROUGH ORDINANCES AND REQUIREMENTS APPLICABLE THERETO.

BOROUGH ENGINEER DATE: _____

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP AND LAND SURVEY DATED 05-15-2015, MEET THE MINIMUM SURVEY DETAIL REQUIREMENTS, WITH THE OUTBOUND CORNERS MARKED, AS PROMULGATED STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND HAS BEEN MADE UNDER MY SUPERVISION, AND COMPLIES WITH THE "MAP FILING LAW" AND THAT THE OUTBOUND CORNER MARKERS AS SHOWN HAVE BEEN FOUND, OR SET.

DATE: 04-13-2017

ANTONIO VALENTE
NEW YORK STATE LICENSED PROFESSIONAL LAND SURVEYOR
REG. NO. 50776

COUNTY PLANNING BOARD

THIS MAP HAS BEEN REVIEWED BY THE COUNTY OF NEW YORK PLANNING BOARD AND IS HEREBY APPROVED FOR FILING IN THE OFFICE OF THE REGISTER OF COUNTY OF NEW YORK.

DATE: _____

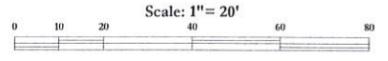
PLANNING OFFICER DATE: _____

OWNERS' CONSENT

WE THE UNDERSIGNED, HAVING AN INTEREST IN THE TITLE OF THE PROPERTY COVERED BY THIS FINAL SUBDIVISION MAP, DO HEREBY CONSENT TO THE FILING OF THIS MAP IN THE OFFICE OF THE REGISTER OF COUNTY OF NEW YORK:

DATE: _____

OWNER DATE: _____



NO.	DATE	ISSUED FOR	BY	PROJ/ENGR

DESIGNED: MA
 DRAWN: MA
 CHECKED: AVA
 THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING.

AIA ENGINEERS LTD., PLLC
 244 WEST 47TH AVENUE, SUITE C-40
 NEW YORK, NY 10019
 212.442.4276

ANTONIO VALENTE
 N.Y.S. PROFESSIONAL L.S. # 50776
 DATE: 04/13/17

APPROVED FOR THE CITY OF NEW YORK
 PROJECT MANAGER: P.E.

CITY OF NEW YORK
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF ENGINEERING DESIGN & CONSTRUCTION

OWNER:
 NEW YORK CITY DEP

FINAL SUBDIVISION PLAT
 705 10TH AVENUE
 BOROUGH OF MANHATTAN, NEW YORK

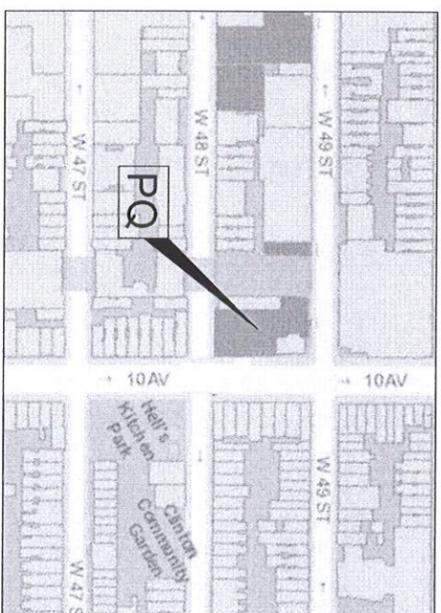
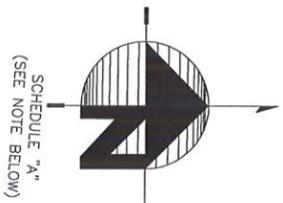
DATE: APRIL 2017
 PAGE: 1 OF 1
 SHEET: S-1

BOUNDARY SURVEY (METES & BOUNDS)

OF THE PROPERTY KNOWN BY STREET NUMBER
705 10TH AVENUE
MANHATTAN, NEW YORK

MONUMENTATION TABLE	
SECTION MAP #	MONUMENT DESCRIPTION
50	MONUMENT FOUND IN THE SOUTH EAST CORNER OF 10TH AVENUE & WEST 50TH STREET.
50	MONUMENT FOUND IN THE SOUTH EAST CORNER OF 10TH AVENUE & WEST 51ST STREET.
50	MONUMENT FOUND IN THE SOUTH EAST CORNER OF 10TH AVENUE & WEST 52ND STREET.

NOTE: ALL HORIZONTAL COORDINATES REFER TO THE BOROUGH OF MANHATTAN DATUM.



WEST 49TH STREET

(60' WIDE R.O.W.)

N: 24133.592
W: 14453.513

S 89°59'57" E 243.33'

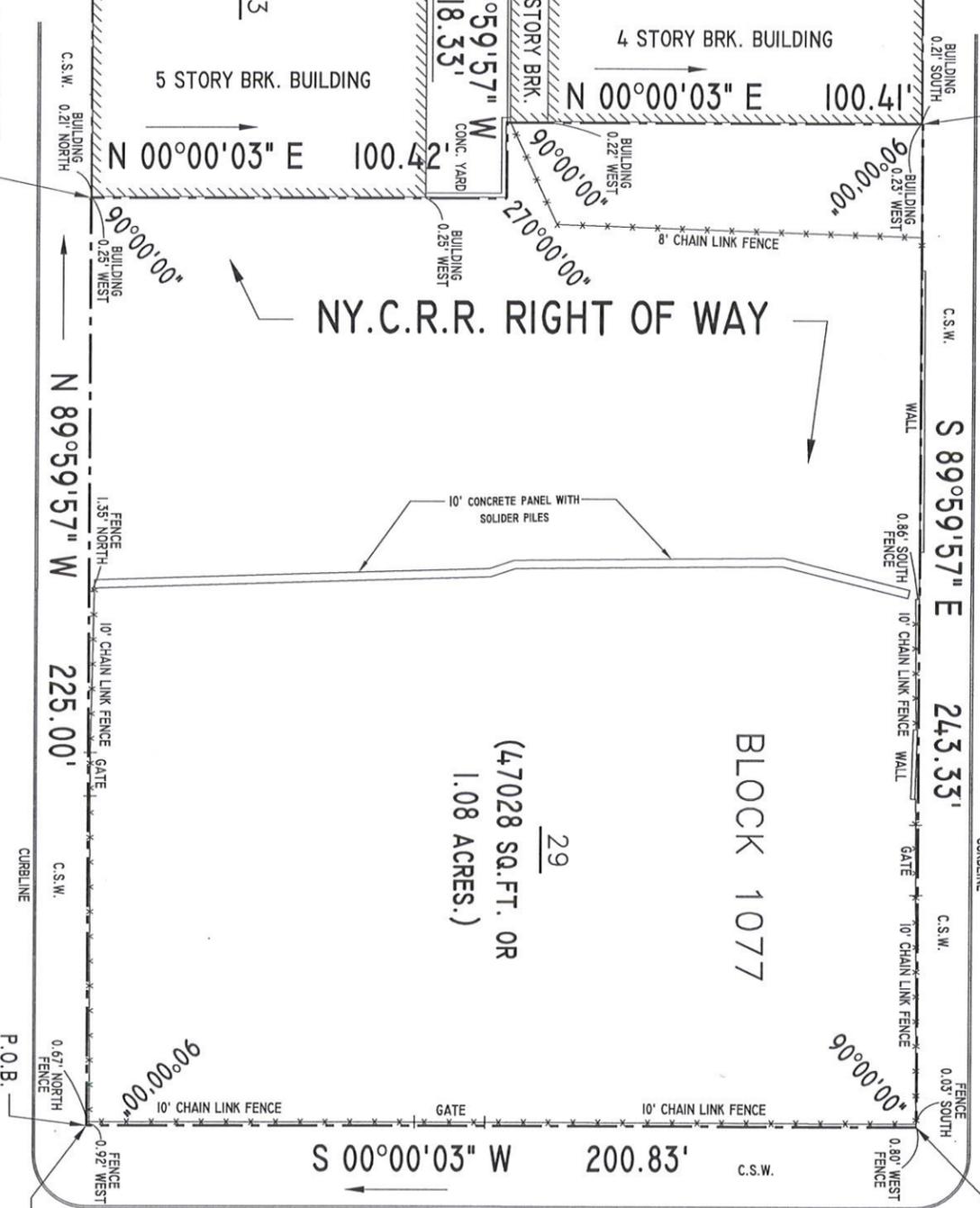
N: 24133.589
W: 14210.183

BLOCK 1077

29
(47028 SQ.FT. OR
1.08 ACRES.)

10TH AVENUE

(100' WIDE R.O.W.)



WEST 48TH STREET

(60' WIDE R.O.W.)

N: 23932.762
W: 14435.186

N 89°59'57" W 225.00'

N: 23932.759
W: 14210.1862

SURVEY NOTES:

- PROPERTY SHOWN ON THIS SURVEY IS SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY THAT A TITLE SEARCH MAY DISCLOSE OR ARE NOT SHOWN BY PUBLIC RECORD. A TITLE SEARCH WAS NOT PERFORMED AT THE TIME THIS SURVEY MAP WAS PREPARED.

THE SURVEY SHOULD BEAR THE STATEMENT: "THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CURRENT "CODE OF PRACTICE" OF THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS".



COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.

LEGAL DATA
 LOT & BLOCK NUMBER 329 BLOCK 2109
 ANGLE 86°30'48"
 BLOCK LENGTH 167.01'
 INTERPOLATED/CALCULATED ANGLE OR LENGTH [167.01' (86°30'48" m)]
LEGEND
 CURBLINE
 BUILDING POSSESSION LINE
 BUILDING LINE
 CURBLINE
 SURVEY MONUMENT (SPM)
 BUILDING
 BRICK
 CONCRETE SIDEWALK
 DEPRESSED CURB
 STEEL FACE CURB
 ABBREVIATIONS
 BLDG.
 BRK.
 C.S.W.
 DC
 S.F.C.

LEGAL DESCRIPTION (INFORMATION TAKEN FROM OASIS.COM)
 (Survey Description)
 ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, LYING AND BEING IN THE CITY OF NEW YORK IN THE COUNTY OF NEW YORK AND STATE OF NEW YORK AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF WEST 48TH STREET WITH THE WESTERLY SIDE OF 10TH AVENUE;
 RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF WEST 48TH STREET, N 89°59'57" W A DISTANCE OF 225.00 FEET RUNNING;
 THENCE NORTHERLY PARALLEL WITH THE WESTERLY SIDE OF TENTH AVENUE, N 00°00'03" E A DISTANCE OF 100.42 FEET TO THE CENTER LINE OF THE BLOCK, RUNNING;
 THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF WEST 49TH STREET, N 89°59'57" W A DISTANCE OF 18.33 FEET RUNNING;
 THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF TENTH AVENUE, N 00°00'03" E A DISTANCE OF 100.41 FEET TO THE SOUTHERLY LINE OF WEST 49TH STREET RUNNING;
 THENCE EASTERLY ALONG THE SOUTHERLY LINE OF WEST 49TH STREET, S 89°59'57" E A DISTANCE OF 243.33 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF WEST 49TH STREET AND THE WESTERLY SIDE OF TENTH AVENUE RUNNING;
 THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF TENTH AVENUE, S 00°00'03" W A DISTANCE 200.83 FEET TO THE POINT OR PLACE OF BEGINNING.

U. S. STANDARD
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW.

CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

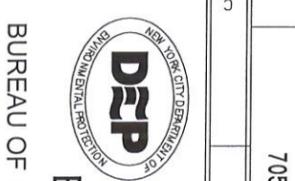
BOUNDARY SURVEY (METES & BOUNDS)

705 10TH AVENUE, MANHATTAN, NEW YORK



AIA ENGINEERS LTD., PLLC
 244 FIFTH AVE, SUITE C40
 NEW YORK, NY 10001
 212.492.4270
 ANTONIO VALENTE
 N.Y.S. PROFESSIONAL L.S. # 50776
 DATE 4-13-14

REVISIONS	DATE	BY
ADD TOPO 03-24-17		
LAYERS REMOVED 03-13-17		
SURVEY NOTES REVISED		
& DATUM NOTE ADDED 07-29-15		



BUREAU OF ENGINEERING DESIGN & CONSTRUCTION
 CITY OF NEW YORK
 DEPARTMENT OF
 ENVIRONMENTAL PROTECTION

**APPENDIX C:
Western Rail Yard Rezoning
Points of Agreement**



THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007

December 10, 2009

Honorable Christine Quinn
Speaker
New York City Council
City Hall
New York, N.Y. 10007

Re: Western Rail Yard Rezoning Plan- City Council ULURP Actions

Dear Speaker Quinn:

Please find attached to this letter a "Points of Agreement" reflecting recent discussions among the City Council, the Administration and the Related Companies, representing the interest of RGWRY LLC, regarding the City Council's review of the Western Rail Yard Rezoning, a project which encompasses both the rezoning of the Western Rail Yard site itself as well as the provision of off-site affordable housing at two locations.

In addition to items which reflect modifications made by the City Council with respect to the ULURP actions and the associated restrictive declaration, a number of the items set forth in the "Points of Agreement" reflect commitments to future action by the Administration, while others reflect commitments to future action by the Related Companies. The Administration and the Related Companies are each providing you with this letter in acknowledgment of their respective commitments.

With respect to certain of the items described in the "Points of Agreement", implementation is subject to further review under applicable procedures, including land use and environmental review, and the receipt of additional approvals. In other cases, implementation is contingent upon the availability of funding and financing support or determinations by State or federal agencies. In all such cases, the Administration and the Related Companies, with respect to their respective commitments, will work diligently with your cooperation to achieve the goals stated in this "Points of Agreement".

We look forward to continuing to work with you and your colleagues as this project progresses towards the transfer of the Western Rail Yard site from the MTA to the Related Companies, and implementation of all the items in the "Points of Agreement" associated therewith.

Sincerely,

Robert C. Lieber for the City of New York
(with respect to Points of Agreement
Sections: 1, 3 (a) – (f), 4 (b), 6 (c) & (d),
8, and 10)

Jay Cross for RGWRY LLC
(with respect to Points of Agreement
Sections: 2, 3 (g) & (h), 4 (a) & (b), 5,
(a) & (b), and 7)

POINTS OF AGREEMENT
Western Rail Yard Rezoning
December 10, 2009

I. ANTI-DEMOLITION COMMITMENTS

- (a) Anti-demolition Language: The Administration and the City Council recognize that with the construction of the Number 7 Line Subway underway and scheduled for completion by 2014, and completion of the Hudson Yards Park and Boulevard, scheduled for completion by 2014, the conditions will be in place for the substantial development forecasted in the 2004 Hudson Yards FGEIS and the 2005 West Chelsea FEIS to occur. The Administration and the City Council acknowledge the community's concerns that the growth forecasted for the Hudson Yards and adjacent areas, should it occur, could result in development pressures that may affect tenement housing that has historically provided an affordable housing resource for residents. To address these concerns, additional measures are warranted to facilitate the preservation of existing housing stock. For this purpose, the Administration agrees to support a zoning text amendment for Subareas D4 and 5 of the Special Hudson Yards District, Preservation Area P-2 of the Special Garment Center, and the Special West Chelsea District (the " Zoning Text Amendment"), in the form annexed hereto as Exhibit I.
- (b) Referral of Zoning Text Amendment: The Department of City Planning ("DCP") commits to refer the Zoning Text Amendment for public review by no later than July 1, 2010. Council Member Quinn agrees to support the Zoning Text Amendment in the form annexed hereto as Exhibit I.

2. AFFORDABLE HOUSING COMMITMENTS: WESTERN RAIL YARD ("WRY") AND EASTERN RAIL YARD ("ERY")

- (a) Related commits to build a minimum of 265 permanently affordable rental units ("Affordable Units") on the WRY and an additional minimum of 166 Affordable Units on either the WRY or ERY, in either rental or condominium buildings, for a total of 431 Affordable Units combined, contingent upon:
- (i) Availability of a tax abatement program comparable to existing tax abatement programs for either rental units or condominiums, including 20 year abatement for condominium with 20% Affordable Units;
 - (ii) Availability of tax-exempt bonds to fully finance the construction of the 80/20 rentals that Related chooses to develop to fulfill its commitment; and,
 - (iii) At the expiration of the initial real estate tax program, WRY & ERY Affordable Units will convert to permanent affordability to households at an average income of up to 90% AMI, not to exceed 125% AMI, provided that there are incentives, programs, exemptions, credits or abatements available

that will reduce the real estate taxes for the 80/20 buildings to a level consistent with real estate taxes paid prior to any phase out of the real estate tax abatement in the initial 421-a program for the building. No restrictions shall apply to the market rate units as rentals or as a conversion to condominiums after the initial 421-a real estate tax exemption period.

- (b) With respect to the distribution of Affordable Units within any 80/20 rental component of a building, Related commits to the following:
 - (i) A maximum of 50% Affordable Units on any floor; and,
 - (ii) At least one Affordable Unit on 80% of the floors included within the 80/20 rental components (assuming there are enough Affordable Units planned for at least one per floor, otherwise one per floor for as many floors as there are Affordable Units).

3. AFFORDABLE HOUSING OFF-SITE COMMITMENTS

- (a) The Department of Housing Preservation and Development (“HPD”) commits to issuing Requests for Proposals (“RFPs”) for the development of affordable housing on the City-owned sites at West 54th Street and 9th Avenue, which is under the leasehold control of the Metropolitan Transportation Authority (“MTA”), and West 48th Street and 10th Avenue, currently occupied by the Department of Environmental Protection (“DEP”) in connection with the construction of Water Tunnel No. 3. The City reiterates its commitment to propose, and Council Member Quinn reiterates her commitment to support, the provision in the City capital budget of the sum of \$40 million to construct or otherwise create new affordable housing units off-site.

HPD’s RFPs will contain the following requirements:

- (i) A height cap restriction that the local Council Member and Community Board 4 (“CB4”) understand will result in the creation of an estimated 267 units. Without the height cap restrictions, these sites would generate 312 units. The height on the DEP site will not exceed 77 feet. The height on the MTA site will not exceed 85 feet on 9th Avenue, and 99 feet on the midblock;
 - (ii) An AMI mix of 165% or under;
 - (iii) 50% two or more bedroom units; and,
 - (iv) Permanent affordability.
- (b) HPD will share the program overview with CB4 before releasing the RFPs for the off-site housing developments.
 - (c) The Administration agrees that the MTA and DEP sites will not generate an Inclusionary Zoning bonus under NYC Zoning Resolution Section 23-90, and

acknowledges that they cannot serve as the Cure for Anti-Harassment under NYC Zoning Resolution Section 96-110.

- (d) The Administration, in the attached letter from Deputy Mayor Edward Skyler dated December 10, 2009 and annexed hereto as Exhibit 2, commits to make a best effort to vacate the Department of Sanitation (“DSNY”) facilities located at 136-140 West 20th Street with a goal of completing the relocation by December 31, 2011. If DSNY is relocated from its West 20th Street facilities, HPD commits to develop the site for affordable housing at a range of incomes up to 165% AMI. In the event that DSNY is not relocated, the local Council Member and CB4 acknowledge that HPD will not be expected to make up for those units anywhere else.
- (e) SRO Preservation: HPD will work with the local Council Member and CB4 to preserve up to 150 units of privately owned SRO housing. The Council Member and CB4 acknowledge the difficulties inherent in and lengthy timeframe needed to accomplish these private acquisitions. To the extent that such acquisition(s) can be negotiated, HPD will use its programs to acquire and rehabilitate these SRO units.
- (f) HPD commits to providing CB4 with quarterly updates on the affordable housing developments that were committed as a part of the Hudson Yards and West Chelsea rezonings.
- (g) Related commits that it will seek two extensions of federal rental subsidy to its existing Mark Up to Market Project Based Section 8 HUD Contracts (or a comparable successor program) for a period of no less than 40 years from City Council approval of the WRY rezoning, for its properties known as Terrific Tenements (at 525 West 47th Street and 425 West 48th Street) and the French Apartments (at 330 West 30th Street). Related will apply for the initial extension no later than March 31, 2010. The current maximum extension is a 20 year period, and if granted, will expire in 2030. Related will then seek additional extensions totaling an additional 20 year period. Related will diligently pursue all necessary approvals to seek such extensions, provided:
 - (i) All necessary Department of Housing and Urban Development (“HUD”) and investor approvals are obtained; and,
 - (ii) The relevant financing and tax programs, including applicable real estate tax abatement programs, currently available for Section 8 housing are made available to effectuate the extensions. Related will commit to pursue extending Section 8 benefits at these properties and will diligently pursue all necessary approvals. The period of each extension will be the maximum period allowed under the program.
- (h) Related Off-site 80/20s: Related commits to guaranteeing that all existing affordable rental units in the Westport (at 500 West 56th Street) and the Tate (at 535 West 23rd Street) in Community District 4 will remain permanently affordable to

households at an average income of up to 90% AMI, not to exceed 125% AMI, provided that there are incentives, programs, exemptions, credits or abatements available that will reduce the real estate taxes for the 80/20 buildings to a level consistent with real estate taxes paid prior to any phase out of the real estate tax abatement in the initial 421-a program. No restrictions shall apply to the market rate units as rentals or as a conversion to condominiums after the initial 421-a period. This commitment is contingent on obtaining lender and investor approvals, which Related will diligently pursue.

- (i) A summary chart of the affordable housing commitments is annexed hereto as Exhibit 3.

4. WRY SCHOOL COMMITMENTS

- (a) Community Notification: Related agrees that copies of an amended Letter of Intent with the School Construction Authority (“SCA”) regarding school site selection, modified to reflect the commitments in paragraph (b) will be provided to CB4, the local school district, the Manhattan Borough President, and the local Council Member.
- (b) School Site Selection: Related commits that it will offer SCA approximately 120,000 square feet of space at Site 6 for a public school and that Site 6 will be one of the first three buildings to be built. The SCA commits that it will initiate the site selection process for the public school at Site 6 no later than July 1, 2010. Related shall only be required to offer Site 6 to the SCA and no alternate sites. In the event that the SCA rejects Site 6, for whatever reason, Related's obligation to provide space for the public school under Section 3.04 of the Restrictive Declaration (“Declaration”) is terminated.

5. COMMUNITY AND CULTURAL SPACE COMMITMENTS

- (a) Related agrees to make available a minimum of 16,000 gross square feet of space for local cultural institutions or other local arts not-for-profits.
- (b) The cultural space will be provided in at least two facilities.
- (c) Related commits to constructing the core and shell of the cultural spaces, including the distribution of base building systems to the cultural spaces, in accordance with Section 2.04(d) of the Declaration, as modified by the City Council.

6. OPEN SPACE COMMITMENTS

- (a) Related agrees to replace the member appointed by the President of the Hudson Yards Development Corporation to serve on the Open Space Advisory Board established under Section 2.02(e) of the Declaration with a member appointed by the Manhattan Borough Commissioner of the Department of Parks and Recreation (“Parks Dept”).

(b) Related agrees to change the timing of the open space payments required under Section 3.04(b)(i) of the Declaration to two payments of \$1 million each, with the 1st payment triggered by the TCO for the 2nd residential building, provided that the 2nd residential building results in a total of 500 or more units, and the 2nd payment triggered by the TCO for the 4th residential building. In the event that the 1st and 2nd residential buildings produce less than 500 total units, then the 1st payment will be triggered by the TCO for the 3rd residential building and the 2nd payment will be triggered by the TCO for the 5th residential building.

(c) Greening and Neighborhood Opens Space Development:

(i) Street Tree Planting: The Administration agrees to work with the City Council to review and modify, as necessary, the Parks Dept's street tree planting program to ensure that the Hudson Yards area of CB4 has an appropriate allocation of street trees. In addition, the Administration will work with Con Edison on a master plan for the appropriate location of street trees and infrastructure vaults. The Parks Dept will seek to plant trees at all viable street tree locations.

(ii) Port Authority Sites: The Administration will continue working with the City Council, the community and the Port Authority of NY & NJ ("Port Authority") toward creating open space on Port Authority sites within the blocks bounded by West 34th and West 41st Streets, between 9th and 10th Avenues.

(iii) The Administration agrees to establish an Open Space Task Force to review and advise on the creation of open space within the blocks described above. The Task Force will be comprised of representatives from the Department of Transportation ("DOT"), the Parks Dept, and the Hudson Yards Community Advisory Committee. The Administration will invite the Port Authority to participate on the Task Force.

a. The Administration, in coordination with the Port Authority, agrees to use the Greenstreets Program to green the "canoe" traffic island on the north side of West 36th Street, between 9th Avenue and the Lincoln Tunnel Expressway, subject to and in accordance with the following:

i. The Administration will allocate new funding to the Greenstreets Program for this greening;

ii. The Parks Dept, DOT and the Port Authority will work together to establish a plan to address greening, sidewalk and safety requirements;

iii. The nature and extent of the greening will depend upon subsurface conditions, including utilities, and infrastructure issues

at or adjacent to the canoe traffic island, which will be examined as part of the planning process;

- iv. DOT will relocate the NYPD vehicles currently parked on this island; and,
 - v. The Administration will use all reasonable efforts to expedite the implementation of these plans.
- (iv) Sidewalk ADA Compliance: The Administration agrees to work with the Port Authority to improve sidewalks along Dyer Avenue, between West 34th and West 36th Streets in order to upgrade to ADA standards, subject to any public safety concerns identified by either the Administration or the Port Authority with respect to any particular location. The Administration will use all reasonable efforts to achieve these upgrades.

(d) DEP Open Space Funding:

- (i) Provided that the open space proposed for the site currently occupied by DEP at 10th Avenue, between West 48th Street and West 49th Street is not mapped as park land, upon completion of Water Tunnel No. 3 DEP will fund the design of the open space and will make a capital contribution to the construction of the open space.
- (ii) DEP will not be responsible for making any contributions to the maintenance or operation of the proposed open space. A maintenance and operations plan will be created as part of the design process.

The proposed open space is identified on the map annexed hereto as Exhibit 4 as that area occupying the northeast corner of the DEP site, bounded to the north by West 49th Street, to the east by 10th Avenue, to the south by the horizontal line demarking the "Fenced Area For DEP Operations" and to the west by the solid black line identified in the map legend as an "Easement Line" and running in a north to south direction.

At an appropriate time following completion of Water Tunnel No. 3, a metes and bounds survey will be conducted to establish the boundaries of the proposed open space consistent with the description of the open space boundaries contained in the map annexed hereto as Exhibit 4.

7. DAY CARE COMMITMENTS

Related agrees to provide the Administration for Children's Services ("ACS") with additional opportunities to exercise the option for 10,000 square feet of ground floor space suitable for use as a child care center. Under Section 3.04(c) of the Declaration, as modified by the City Council, ACS may trigger the requirement for Related to offer space following the issuance of a TCO or PCO for any new building on the WRY

containing residential rental units. In that event, Related shall offer space located either in a new building on the WRY or at a nearby off-site location, provided that Related shall have no obligation to offer space in new buildings on the WRY other than Sites 1, 2 and 4. In the event that ACS accepts a space at an off-site location, Related shall have no further obligations under Section 3.04 to offer space, whether on or off site.

8. FIRE PROTECTION ASSESSMENT COMMITMENTS

To address the potential need for new Fire Department (“FDNY”) facilities in the Hudson Yards district, if the City Council requests in 2014, the FDNY will commence a review of the fire protection needs of the district beginning January 1, 2015, and at the City Council’s request every five years thereafter, until such time as all projected development has been completed.

9. ZR SECTION 93-06 AND RESTRICTIVE DECLARATION

(a) Modification of ZR Section 93-06: Under Section 93-06 of the Zoning Resolution, as modified by the City Council, the execution and recordation of a Restrictive Declaration including the modifications described in (b)- (e) below shall be required for any development or enlargement on the WRY pursuant to the zoning amendments.

(b) City Council Approval of Modifications: Under Section 4.04 of the Declaration, as modified by the City Council, any future modifications to the provisions of the Declaration pertaining to Affordable Housing (Sec. 2.01); Public Access Areas (Sec. 2.02 (a)-(e) and (h)); Arts and Cultural Space (Sec. 2.04); the Public School, Open Space, and Day Care Mitigations (Sec. 3.04 (a)-(c)), Modification and Amendment (Sec. 4.04(a)), and the Construction Consultation Process Committee and Liaison (Sec. 6.01), that would diminish or alter the obligations of Related, shall be subject to the approval of the City Council.

(c) Independent Monitor: Under Sections 3.07(a) and 6.01 of the Declaration, as modified by the City Council, the Independent Monitor shall prepare a quarterly report summary of activities for distribution to any Construction Consultation Process Committee established under Section 6.01 of the Declaration.

(d) Wind Analyses: Under Section 3.02(c) of the Declaration, as modified by the City Council, Related agrees to provide copies of all final Wind Conditions Reports to Manhattan Community Board 4, the local Council Member, the Manhattan Borough President, and any Construction Consultation Process Committee established pursuant to Section 6.01 of the Declaration.

(e) Construction Consultation Process Committee: Under Section 6.01 of the Declaration, as modified by the City Council, Related agrees that, upon request of the Construction Consultation Process Committee, Related’s designated liaison shall address, on a regular basis, the questions and concerns of the Committee about construction related issues beginning at the time of issuance of the first Foundation Permit for a New Building on the WRY.

10. LANDMARKS

The Landmarks Preservation Commission (“LPC”) will conduct a preliminary review of the historic districts proposed by CB4 in their letter dated November 20, 2009 and annexed hereto as Exhibit 5, by the end of Fiscal Year 2010. During that period the LPC will also complete an evaluation of the 11 sites proposed for landmark designation by CB 4 in their letter dated November 20, 2009 and annexed hereto as Exhibit 6, to determine whether they should be considered further for landmark status.



Robert C. Lieber for the City of New York
(with respect to Points of Agreement
Sections: 1, 3 (a) – (f), 4 (b), 6 (c) & (d),
8, and 10)



Jay Cross for RGWRY LLC
(with respect to Points of Agreement
Sections: 2, 3 (g) & (h), 4 (a) & (b), 5,
6 (a) & (b), and 7)

**APPENDIX D:
Western Rail Yard Rezoning City
Planning Commission Reports**

APPENDIX D: Western Rail Yard Rezoning City Planning Commission Reports

The Western Rail Yard rezoning was completed in 2009. The City Planning Commission (CPC) voted on the Western Rail Yard Rezoning on October 19, 2009 and the full reports are available on the NYC Department of City Planning Website (<http://a030-cpc.nyc.gov/html/cpc/index.aspx>). The CPC reports regarding the rezoning for Site A and Site B are available at these links:

ULURP/CP No.	Link
C 090433 ZMM	http://www1.nyc.gov/assets/planning/download/pdf/about/cpc/090433.pdf
C 090422 HAM	http://www1.nyc.gov/assets/planning/download/pdf/about/cpc/090422.pdf
C 090423 HAM	http://www1.nyc.gov/assets/planning/download/pdf/about/cpc/090423.pdf
C 090429 ZRM	http://www1.nyc.gov/assets/planning/download/pdf/about/cpc/090429.pdf
C 090430 ZMM	http://www1.nyc.gov/assets/planning/download/pdf/about/cpc/090430.pdf

APPENDIX E: Submission Forms

Form A: Completeness Checklist and Applicant's Letter

A1 – Completeness Checklist (Tab A)

Before completing the following forms, please see instructions in **Section IX (Submission Requirements)**.

Tab	Form	✓
A	Completeness Checklist and Applicant's Letter	
	1. Completeness Checklist (Form A-1)	
	2. Respondent's Letter (Form A-2)	
B	Project Narrative/Development Summary	
	1. Project Narrative (<i>provided by Applicant</i>)	
	2. Proposal Summary (Form B)	
C	Trade Secrets (<i>optional</i>)	
D	Developer Respondent Description	
	1. Development Team Information and Applicant Questionnaire (Form D-1)	
	2. Not-For-Profit Organization Form (Form D-2)	
	3. Additional information on Project Staffing and Project Management (<i>optional</i>)	
E	Development Team Experience and Capacity	
	1. Residential Development Experience and Current Workload (Form E-1)	
	2. Residential Management Experience and Current Workload (Form E-2)	
	3. Management Questionnaire (Form E-3)	
	4. Additional Evidence of Experience and Qualifications (<i>provided by Applicant</i>)	
	5. Affirmative Capacity Statement (<i>provided by Applicant</i>)	
F	Development Schedule/Phasing Plan (<i>provided by Applicant</i>)	
G	Financing Proposal	
	1. Financing Proposal (Form G)	
	2. Financing Narrative (<i>provided by Applicant</i>)	
H	Financing Letters of Interest and Historical Financing Letters of Interest/Award Letters (<i>provided by Applicant</i>)	
I	Assets Statements (Form I)	
J	Development Program and Community Development (<i>provided by Applicant</i>)	
K	Community and Economic Development (<i>provided by Applicant</i>)	
L	Design Narrative (<i>provided by Applicant</i>)	
M	Architectural and Urban Design Drawings (<i>provided by Applicant</i>)	

**Clinton/Hell's Kitchen RFP
Form A2 – Applicant's Letter**

NYC Department of Housing Preservation and Development
Office of Neighborhood Strategies
Division of Planning and Predevelopment, Predevelopment Unit
100 Gold Street, Room 9X
New York, NY 10038
Attention: Zlata Kobzantsev

Re: Expression of Interest in Response to the Clinton/Hell's Kitchen RFP

Dear Ms. Kobzantsev:

This letter is being submitted in connection with my proposal ("Proposal") submitted in response to the Request for Proposals ("RFP") issued by the Department of Housing Preservation and Development ("HPD") of the City of New York ("City") for the Clinton/Hell's Kitchen RFP in Manhattan.

I have received, read, and understand the provisions of the RFP. I understand that selection of an Applicant ("Applicant") under the RFP for disposition of the Development Site(s) and the development of the Project described in the RFP ("Project") will mean only that HPD will commence negotiations with such Developer regarding the development of the Development Site(s).

I recognize that any negotiations with HPD will be subject to the following terms and conditions:

1. The commencement of negotiations will not represent any obligation or agreement on the part of the City, which may only be incurred or entered into by a written agreement which has been (i) approved as to form by the City's Law Department, (ii) approved by the Mayor after a hearing on due notice; and (iii) duly executed by the Applicant and the City. The Negotiation Letter will only indicate HPD's intention to commence negotiations, which may ultimately lead to the execution of such an agreement.
2. The Applicant will not have permission to enter upon the Development Site(s), which permission will only be granted, if at all, in the form of a license agreement duly executed by the Applicant and the City. The execution of any such license agreement, if it occurs, will only indicate that the City has granted permission for the Applicant to enter onto the Development Site(s) for the limited purposes stated in the scope of work set forth therein, and will not indicate that the City reached any other agreement with the Applicant regarding the Development Site(s) or the Project.
3. The following requirements will have to be satisfied prior to the disposition of the Development Site(s):

The disposition of the Development Site(s) and tax exemptions to be granted, if any, must be reviewed and approved in accordance with all applicable HPD and City policies, which include, but are not limited to, the following:

- a. The Applicant, any other potential grantee of the Development Site(s), and their respective Principals must successfully undergo a background check concerning their suitability to do business with the City.
 - b. The Development Site(s) will not be sold to any person or entity which, or to any entity with a Principal who: (i) has not fulfilled development responsibilities undertaken in connection with the City or other governmental entities, (ii) is in default on any obligations to the City, (iii) is a former owner of the Development Site, or (iv) has lost real property to the City in tax or lien enforcement proceedings.
 - c. The price and other terms for the disposition of the Development Site(s) and the tax exemption(s) to be provided, if any, will be consistent with applicable City policies.
 - d. The grantee must execute legal documents in form and substance acceptable to HPD and in form approved by the City's Law Department.
4. During negotiations, the Applicant must diligently, competently, and expeditiously comply with all requirements communicated to the Applicant by HPD.
 5. The design of the Project must comply with any applicable HPD development requirements and guidelines.
 6. Either HPD or the Applicant may terminate negotiations at any time with or without cause. Negotiations may be terminated if Applicant does not commence construction within eighteen (18) months from the date of the Negotiation Letter.
 7. If negotiations are terminated by either HPD or the Applicant, whether with or without cause, or if negotiations terminate automatically, then neither the City nor the Applicant will have any rights against or liabilities to the other.
 8. The City is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the Applicant at any time, including, but not limited to, the cost of: (i) any prior actions by the Applicant in order to respond to any selection process, or (ii) any future actions by the Applicant in connection with the negotiations, including, but not limited to, actions to comply with requirements of HPD, the City, or any applicable laws.

Very truly yours,

Signature

Title

Applicant

Form D: Development Team Information and Applicant Questionnaire

D1 – Development Team Information (Tab D)

All applicants shall complete pages 1 - 3 of this form. Applicants that include a not-for-profit entity as principal of the developer or part of the Development Team shall also complete pages 4 -6.

Name of Applicant: _____

Name of Contact Person: _____ E-mail: _____

Mailing Address: _____

Telephone No: _____ Alternate Phone: _____

COMPOSITION OF APPLICANT ENTITY:

1. Type of organization (i.e. partnership, corporation, limited liability company, joint venture): _____

2. Provide the following information about all principals of the applicant. For corporations, provide the names of the officers and any shareholders owning 10% or more; for partnerships, provide the names of all general partners. For joint ventures, provide the information separately for each entity that comprises the joint venture. Also, state the role(s) that each principal would play in the development of the sites, using the categories specified below.

NAME OF ENTITY # 1: _____ **Percent Interest in Proposed Project:** _____

- M/WBE (attach certification)
- Non-Profit

PRINCIPALS: Name/Position/Title	Home Address	Role*	% Interest in Entity

NAME OF ENTITY # 2: _____ **Percent Interest in Proposed Project:** _____

- M/WBE (attach certification)
- Non-Profit

PRINCIPALS: Name/Position/Title	Home Address	Role*	% Interest in Entity

* Role Categories: GP = General/Managing Partner; GC = General Contractor; F = Provides financing, inactive; A = Architect; L = Legal Services; MA = Managing Agent; O = Other (specify)

3. Provide the names, addresses, e-mail addresses, and telephone of members of the development team to the extent that these have been decided; if unknown, enter "N/A".

DEVELOPMENT TEAM:

<u>Architect:</u>	<u>Marketing Agent:</u>
<u>General Contractor:</u>	<u>Managing Agent:</u>
<u>Legal Counsel:</u>	<u>Social Service Provider:</u>
<u>Other:</u>	<u>Other:</u>

Is there an identity of interest between any principals of the developer and any other entities that make up the development team? Yes [] No []

If yes, please explain.

4. Has any principal identified above, or any organization in which the principal is or was a general partner, corporate officer, or owned more than 10% of the shares of the corporation, been the subject of any of the following:

- (1) Conviction of, or charges currently pending for, arson, fraud, bribery, or grand larceny any felony or crime of dishonesty?
Yes [] No []
- (2) Noncompliance with fair housing or anti-discrimination laws, any applicable codes or ordinances, labor laws, or construction laws?
Yes [] No []
- (3) Had an ownership or management interest in real property that was the subject of a tax lien sale, was or is the subject of tax, mortgage, or lien foreclosure or enforcement proceedings, or is currently in tax or mortgage arrears?
Yes [] No []
- (4) Had an ownership or management interest in a property with respect to which HPD commenced an action in the Housing Part of the Civil Court, or with respect to which an administrator was appointed pursuant to Article 7-A of the Real Property Actions and Proceedings Law?
Yes [] No []
- (5) Denial of a certification of no harassment or any administrative or judicial finding of harassment?
Yes [] No []
- (6) Default or poor performance rating under any agreement with, or suspension or debarment by, any governmental entity?
Yes [] No []
- (7) In the last seven years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?
Yes [] No []
- (8) In the last five years, failed to file any required tax returns, or failed to pay any applicable Federal, State of New York, or City taxes or other charges?
Yes [] No []
- (9) Had any negative findings from the City's Department of Investigation?
Yes [] No []

If the answer to any question is yes, provide the following information about each instance: name of principal(s); name(s) of organization(s) or corporation(s); principal's status in the organization or corporation (e.g. officer), the date of the action, and current status and disposition.

CERTIFICATION

[This certification must be signed by one of the principals listed above; if the applicant is a joint venture, it must be signed by a principal of each entity that comprises the joint venture.]

I certify that the information set forth in this application and all attachments and supporting documentation is true and correct. I understand that the City of New York will rely on the information in or attached to this document and that this document is submitted to induce the City of New York to select this proposal for development of a site.

I understand that this statement is part of a continuing application and that until such time that the subject project is finally and unconditionally approved by the City of New York, I will report any changes in or additions to the information herein, and will furnish such further documentation or information as may be requested by the City of New York or any agency thereof.

I understand that if I receive preliminary designation to develop this site, I must submit all additional disclosure forms required.

Name of Organization

Signature

Date

Print or Type Name and Title

Name of Organization

Signature

Date

Print or Type Name and Title

D2 – Not-For-Profit Organization: Applicant Description

Name of Organization: _____

Office Address: _____

City: _____ State: _____ ZIP Code _____

Executive Director: _____

Contact Person: _____ Title: _____

Phone No. _____ FAX No. _____

ROLE OF ORGANIZATION IN THE PROJECT: Describe the role that the not-for-profit organization will play, such as developer, marketing agent, etc.

Date Established: _____ Date Incorporated: _____

CERTIFICATION: I CERTIFY THAT THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND ITS ATTACHMENTS IS TRUE AND CORRECT.

Signature of Officer

Print Name and Title

Date

D2 – Not-For-Profit Organization: Directors, Officers, and Key Staff

Name of Organization: _____

Name and Home Address	Position and/or Office in Organization	Date of Initial Appointment	Current Occupation and Name of Employer

Use additional sheets as necessary

D2 – Not-For-Profit Organization: Major Sources of Funding

Name of Organization: _____

Provide the following information regarding your major sources of funding during the two years preceding the deadline for submission of proposals under this RFP.

Funding Source (Agency, Department, etc.)	Name of Program	Contact Person Name and Phone Number	Purposes of Funding	Dates of Funding	Funding Amount

Use additional sheets as necessary

E3 – Management Questionnaire

1. Across your portfolio, what is the typical ratio of property managers to number of units? Describe if staffing plans differ based on the funding source (e.g. LIHTC or HOME).
2. Describe the management and maintenance staffing plan envisioned for this project. If you have one, please submit a sample or project-specific Management Plan.
3. What property management certifications and licenses are held by your staff? (For example: RAM or IREM certification, tax credit certification, commercial real estate broker's license, etc.)
4. Please describe any LIHTC and/or HOME compliance coursework management staff has completed.
5. Has any property managed by the manager or owned by the owner ever had a recapture of LIHTC? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open compliance issues.
6. Have IRS Forms 8823s been issued for your properties, reporting noncompliance that was uncorrected at the time of issuance? If so, how many have been issued? Please include instances where you may have purchased or taken over management of a property with open compliance issues.
7. Do any properties managed by the manager or owned by an affiliate of the owner have open HOME compliance issues? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open compliance issues.
8. Do any properties managed by the manager or owned by an affiliate of the owner have open Class C NYC Housing Maintenance Code violations or open NYC DOB violations? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open violations.
9. Has the management company or any of its principals been disbarred by HUD or any other government agencies?
10. What is the vacancy rate across your portfolio as of the date of this submission? Please explain.
11. What are delinquent rents as a percentage of total rent roll across your portfolio of owned/managed properties? Please submit data showing arrears at 30, 60, and 90+ days arrearages.
12. Please submit a sample Monthly Management Report from the last year for an affordable housing property of your choosing.

Clinton/Hell's Kitchen RFP
Form G: Financing Narrative

Instructions

Please complete this pro forma for the rental component of your project. Fill in the cells shaded blue. Keep cells linked and maintain calculations. If you modify given assumptions, please clearly note the changes.

Applicants should provide separate pro formas for each component of a project that will be separately financed.

Applicants must provide these forms in Excel file format on CD or thumb drive in addition to the hard copies submitted in the binder.

SOURCES AND USES

Construction Sources			per DU	% of total
First Mortgage (Lender: )	)	#DIV/0!	#DIV/0!	#DIV/0!
Second Mortgage (Lender: )	)	\$0	#DIV/0!	#DIV/0!
Third Mortgage (Lender: )	)	\$0	#DIV/0!	#DIV/0!
Fourth Mortgage (Lender: )	)	\$0	#DIV/0!	#DIV/0!
	LIHTC Equity	\$0	#DIV/0!	#DIV/0!
	Deferred Developer's Fee	\$0	#DIV/0!	#DIV/0!
	Developer Equity	#DIV/0!	#DIV/0!	#DIV/0!
Other source (Specify: )	)	\$0	#DIV/0!	#DIV/0!
	Gap/(Surplus)	\$0	#DIV/0!	#DIV/0!
TOTAL SOURCES		#DIV/0!	#DIV/0!	#DIV/0!

Permanent Sources				
First Mortgage (Lender: )	)	#DIV/0!	#DIV/0!	#DIV/0!
Second Mortgage (Lender: )	)	\$0	#DIV/0!	#DIV/0!
Third Mortgage (Lender: )	)	\$0	#DIV/0!	#DIV/0!
Fourth Mortgage (Lender: )	)	\$0	#DIV/0!	#DIV/0!
Other source (Specify: )	)	\$0	#DIV/0!	#DIV/0!
	LIHTC Equity	\$0	#DIV/0!	#DIV/0!
	Deferred Developer's Fee	#DIV/0!	#DIV/0!	#DIV/0!
	Developer Equity	\$0	#DIV/0!	#DIV/0!
Other source (Specify: )	)	\$0	#DIV/0!	#DIV/0!
	Gap/(Surplus)	\$0	#DIV/0!	#DIV/0!
TOTAL SOURCES		#DIV/0!	#DIV/0!	#DIV/0!

Uses				
Acquisition Cost		\$0	#DIV/0!	#DIV/0!
Construction Cost		\$0	#DIV/0!	#DIV/0!
Soft Cost		#DIV/0!	#DIV/0!	#DIV/0!
Developer's Fee		\$0	#DIV/0!	#DIV/0!
TOTAL USES		#DIV/0!	#DIV/0!	#DIV/0!

DEVELOPMENT BUDGET

		Developer Costs		
Acquisition Cost				
Construction Cost				
Contractor Price				
Residential	#DIV/0! /du		#DIV/0!	psf
Commercial Space			#DIV/0!	psf
Community Space			#DIV/0!	psf
Parking			#DIV/0!	psf
Contingency				
Total Hard Cost	#DIV/0! /du		#DIV/0!	average per sf
Soft Cost				
Borrower's Legal				
Borrower's Engineer/Architect Fees				
Accounting & Cost Certification				
Housing/Development Consultant				
Bank's Engineer				
Bank Legal				
Permits and expediting				
Environmental Phase I & II				
CEQR				
Borings				
Survey				
Geotechnical				
Title Insurance				
Appraisal				
Other (Specify: _____)				
Subtotal			\$0	
Financing Fees (Please maintain links to original calculations and note any changes)				
Upfront L/C Fee	of LOC amt	#DIV/0!		
Annual L/C Fee	of LOC amt	#DIV/0!		
HDC Fee (if applicable)	of HDC cons 1st	#DIV/0!		
NY State Bond Issuance Charge	of HDC cons 1st	#DIV/0!		
Costs of Issuance	of HDC cons 1st	#DIV/0!		
HPD Fee (if applicable)				
Interest Rate Cap (estimate)				
Tax Exemption/Abatement Fees & Consultant				
LIHTC Application Fee				
Non Profit Sponsor				
Other (Specify: _____)				
Subtotal		#DIV/0!		
Carrying Costs				
Construction Interest		#DIV/0!		(change link if assuming variable rate)
Negative Arbitrage		#DIV/0!		
Mortgage Recortng Tax				
Water/Sewer & Real Estate Taxes				
Utilities				
Insurance				
Construction Monitor				
Marketing				
Security				
Other (Specify: _____)				
Subtotal		#DIV/0!		
Reserves and Contingency				
Social Service Reserve				
Capitalized Operating Reserve	/unit			
Additional Operating Reserve (if applicable)				
Soft Cost Contingency			#DIV/0!	of soft costs
Subtotal				
Total Soft Costs			#DIV/0!	
Developer's Fee			#DIV/0!	of TDC less Dev Fee
Total Development Cost:			#DIV/0!	
Construction Sources				
First Mortgage (Lender: _____)		#DIV/0!	#DIV/0!	
Second Mortgage (Lender: _____)		-	#DIV/0!	
Third Mortgage (Lender: _____)		-	#DIV/0!	
Fourth Mortgage (Lender: _____)		-	#DIV/0!	
LIHTC Equity			#DIV/0!	
Deferred Developer's Fee			#DIV/0!	
Developer Equity			#DIV/0!	
Other source (Specify: _____)			#DIV/0!	
Gap/(Surplus)		#DIV/0!	#DIV/0!	
Total		#DIV/0!	#DIV/0!	
Permanent Sources				
First Mortgage (Lender: _____)		#DIV/0!	#DIV/0!	
Second Mortgage (Lender: _____)		-	#DIV/0!	
Third Mortgage (Lender: _____)		-	#DIV/0!	
Fourth Mortgage (Lender: _____)		-	#DIV/0!	
LIHTC Equity			#DIV/0!	
Deferred Developer's Fee		#DIV/0!	#DIV/0!	
Developer Equity			#DIV/0!	
Other source (Specify: _____)			#DIV/0!	
Gap/(Surplus)		#DIV/0!	#DIV/0!	
Total		#DIV/0!	#DIV/0!	

CONSTRUCTION INTEREST

Bond Amount			% of bond
Long Term Amount	#DIV/0!	#DIV/0!	#DIV/0!
Short Term Amount	#DIV/0!	#DIV/0!	#DIV/0!
Total Bond Amount	#DIV/0!	#DIV/0!	#DIV/0!

Term	Months	Years
Construction term		0.00
Rent-up & conversion term		0.00
Total term	0	0.00

Fixed Rates	
Long Term	
Short Term	
2nd Construction	
3rd Construction	
4th Construction	

Variable Rate	
SIFMA	0.00%
+ ___ bps cushion	0.00%
Variable Rate	0.00%

Interest Calculations

Fixed Rate	Amount	% Outstanding	Term (years)	Interest Rate	Interest
1st - Short Term	#DIV/0!	50%	0.0	0.00%	#DIV/0!
	#DIV/0!	100%	0.0	0.00%	#DIV/0!
1st - Long Term	#DIV/0!	50%	0.0	0.00%	#DIV/0!
	#DIV/0!	100%	0.0	0.00%	#DIV/0!
2nd Construction	\$0	100%	0.0	0.00%	\$0.00
3rd Construction	\$0	100%	0.0	0.00%	\$0.00
4th Construction	\$0	100%	0.0	0.00%	\$0.00
Total Fixed Rate Cons. Interest					#DIV/0!

Variable Rate	Amount	% Outstanding	Term (years)	Interest Rate	Interest
HDC 1st	#DIV/0!	50%	0.0	0.00%	#DIV/0!
	#DIV/0!	100%	0.0	0.00%	#DIV/0!
HDC 2nd	\$0	100%	0.0	0.00%	\$0.00
	\$0	100%	0.0	0.00%	\$0.00
Total Variable Rate Cons. Interest					#DIV/0!

NEGATIVE ARBITRAGE

(for fixed-rate deals only)

Investment Rate		
	Short Term	Long Term
Rate	0.00%	0.00%
Short Term Amount	#DIV/0!	#DIV/0!
% Outstanding	50%	50%
Investment Spread	0.00%	0.00%
Construction Term (years)	0.00	0.00
	#DIV/0!	#DIV/0!
Negative Arbitrage	#DIV/0!	

LETTER OF CREDIT AMOUNT

Bond Amount	#DIV/0!
Days Interest	#DIV/0!
LC Amount	#DIV/0!

#DIV/0!	GSF		Efficiency		NSF
	Residential GSF	#DIV/0!	100%	0	
#DIV/0!	Commercial GSF		100%	0	
#DIV/0!	Community GSF		100%	0	
#DIV/0!	Parking GSF		100%	0	
0 Total Project GSF			0 Total Project NSF		

	# of Units	# of Rms/ DU	# Rooms	Average Net SF	
				per Unit	Average Net SF per DU
Studio	0	2	0		
1 Bedroom	0	3	0		
2 Bedroom	0	4	0		
3 Bedroom	0	5	0		
Subtotal	0	0	0		
Super's Unit					
Total	0	0	0		

#DIV/0! Net Residential Square Feet
Average Net SF per DU

COMMERCIAL AND ANCILLARY INCOME			
	# of Spaces	Monthly Rent	Annual Income
Parking (Monthly Parkers)			\$0
Transient Parkers			\$0
Total Parking			\$0
Total s.f. Annual Rents/f. Annual Income			
Commercial	0		\$0
Total s.f. Annual Rents/f. Annual Income			
Community	0		\$0
# units Annual per unit Annual Income			
Laundry	0		\$0
Total Commercial & Ancillary Income			\$0 #DIV/0!

RESIDENTIAL INCOME			
	Electricity (No Electric Stove) Allowance	Electricity (WITH Electric Stove) Allowance	Gas Allowance
2 rooms studio	55	68	17
3 rooms 1 BR	57	72	17
4 rooms 2 BR	58	76	17
5 rooms 3 BR	75	97	18

2017 HUD Income Limits: 95,400 Family of Four
1,637 2 BR FMR

Select Utility Allowance: Electricity (No Electric Stove) Allowance

Note: For market rate units, please hard code rents

30% HUD IL	28,620	Our Space With Shelter Rents		utility allowance	max net monthly rent	Number of units	Annual Rent
Unit size	HH size	HH factor	HH income	monthly rent	rent		
studio	1	0.60	17,172	429	-55	215	-
1 BR	1.5	0.75	21,465	537	-57	283	-
2 BR	3	0.90	25,758	643	-58	425	-
3 BR	4.5	1.04	29,765	744	-75	512	-
						0	-
27% HUD IL	25,758						
Unit size	HH size	HH factor	HH income	monthly rent	rent		
studio	1	0.60	15,455	386	-55	331	-
1 BR	1.5	0.75	19,319	483	-57	426	-
2 BR	3	0.90	23,182	579	-58	521	-
3 BR	4.5	1.04	26,788	669	-75	594	-
						0	-
37% HUD IL	35,298						
Unit size	HH size	HH factor	HH income	monthly rent	rent less electricity	max net monthly rent	
studio	1	0.60	21,179	530	-55	475	-
1 BR	1.5	0.75	26,474	662	-57	605	-
2 BR	3	0.90	31,768	794	-58	736	-
3 BR	4.5	1.04	36,710	918	-75	843	-
						0	-
47% HUD IL	44,838						
Unit size	HH size	HH factor	HH income	monthly rent	rent less electricity	max net monthly rent	
studio	1	0.60	26,903	673	-55	618	-
1 BR	1.5	0.75	33,629	841	-57	784	-
2 BR	3	0.90	40,354	1,009	-58	951	-
3 BR	4.5	1.04	46,632	1,166	-75	1,091	-
						0	-
57% HUD IL	54,378						
Unit size	HH size	HH factor	HH income	monthly rent	rent less electricity	max net monthly rent	
studio	1	0.60	32,627	816	-55	761	-
1 BR	1.5	0.75	40,784	1,020	-57	963	-
2 BR	3	0.90	48,940	1,224	-58	1,166	-
3 BR	4.5	1.04	56,553	1,414	-75	1,338	-
						0	-
80% HUD IL	76,320						
Unit size	HH size	HH factor	HH income	monthly rent	rent less electricity	max net monthly rent	
studio	1	0.60	45,792	1,146	-55	1,091	-
1 BR	1.5	0.75	57,240	1,432	-57	1,375	-
2 BR	3	0.90	68,888	1,718	-58	1,660	-
3 BR	4.5	1.04	79,373	1,985	-75	1,910	-
						0	-
100% HUD IL	95,400						
Unit size	HH size	HH factor	HH income	monthly rent	rent less electricity	max net monthly rent	
studio	1	0.60	57,240	1,432	-55	1,377	-
1 BR	1.5	0.75	71,550	1,790	-57	1,733	-
2 BR	3	0.90	85,860	2,147	-58	2,089	-
3 BR	4.5	1.04	99,216	2,481	-75	2,406	-
						0	-
Market Rate							
Unit size					Monthly Rent	Number of units	Annual Rent
studio							
1 BR							
2 BR							
3 BR							
Total units						0	
Total Annual Rental Income upon occupancy							
TOTAL ANNUAL PROJECT INCOME							

Clinton/Hell's Kitchen RFP

Site:

Units: 0

MAINTENANCE & OPERATING EXPENSES

0	Units
0	Rooms

Expenses		per rm/du	
Supplies/Cleaning/Exterminating	\$ -		per room
Heating	\$ -		per room
Gas & Electricity	\$ -		per room
Cooking Gas	\$ -		unit
Repairs/Replacement	\$ -		per unit
Legal	\$ -		per unit
Accounting	\$ -		per project
Painting	\$ -		per room
Superintendent & Maintenance Staff Salaries	\$0	#DIV/0!	per unit
Number of:			
F/T super(s)	<input type="text"/>	\$0	annual + fring
porters	<input type="text"/>	\$0	annual + fring
Elevator Maintenance & Repairs	<input type="text"/> \$ -		per elevator
Management Fee	\$ -		of ERI
Water & Sewer	\$ -		per room
Fire and Liability Insurance	\$ -		per unit
Other Expenses(Specify:_____)	\$ -		per unit
Other Expenses(Specify:_____)	\$ -		per unit
Replacement Reserve	\$ -		per unit
Social Service Reserve	\$ -		per unit
M & O Before Taxes and Debt Service	\$ -		Total
		#DIV/0!	per room
		#DIV/0!	per unit
Real estate taxes	<input type="text"/>		
TOTAL ANNUAL PROJECT EXPENSES	\$0		
	#DIV/0!		per unit
	#DIV/0!		per room

Clinton/Hell's Kitchen RFP
 Site:

Units: 0

MORTGAGE SIZING

Income			
Residential Income			\$0
Less Residential Vacancies	<input type="text"/>		\$0
<i>Net Residential Income</i>			\$0
Parking Income			\$0
Commercial Income			\$0
Community Space Income			\$0
Ancillary/Laundry			\$0
Less Parking Vacancies	<input type="text"/>		\$0
Less Commercial Vac	<input type="text"/>		\$0
Less Community Space Income	<input type="text"/>		\$0
Less Ancillary/Laundry Vac	<input type="text"/>		\$0
<i>Net Comm & Ancillary Income</i>			\$0
Net Income			\$0
Expenses			
Maintenance/Operating	#DIV/0!	per unit	\$0
Real estate taxes	#DIV/0!	per unit	\$0
Replacement Reserve	#DIV/0!	per unit	\$0
Total Expenses	#DIV/0!	per unit	\$0
NET OPERATING INCOME			
			\$0
Net Available @ 1.05 Income to Expense			\$0
Combined DSCR			
Net Available for Debt Service @	<input type="text"/>		#DIV/0!
Income to Expense			#DIV/0!
1st Mort DSCR			
Net Available for Debt Service @	<input type="text"/>		#DIV/0!
Income to Expense			#DIV/0!

Determination of Maximum Insurable Mortgage
 based on net available for debt service and land taxes

Variable Interest Rates		Fixed Interest Rates	
Base Rate	<input type="text"/>	Base Underwriting Rate	TAX EXEMPT
Underwriting Cushion		Servicing Fee	<input type="text"/>
LC Fees		MIP	<input type="text"/>
Trustee		Sum of above rates	0.00%
Remarketing			
Servicing		0.00%	

Total Supportable First Mortgage	<input type="text"/>	Enter 1st Mortgage Amount from Cell H30 here
Second Mortgage	\$ -	
Third Mortgage	\$ -	
Fourth Mortgage	\$ -	
Total Combined Debt	\$ -	

	1st Loan Reduction	2nd Loan Constant	3rd Loan Constant	4th Loan Constant	Total
1st Loan	<input type="text"/>				
Rate	#DIV/0!	\$ -	\$0	\$0	#DIV/0!
Term	0.00%				
Yrs 1 - 30 Amt Amortized	#DIV/0!	\$0	\$0	\$0	
Balance	\$0	\$0	\$0	\$0	
Balloon %	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Debt Service	#DIV/0!	-	-	-	#DIV/0!
Debt Coverage	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Assumed Subsidies

2nd Loan	Source:	<input type="text"/>	/du
3rd Loan	Source:	<input type="text"/>	/du
4th Loan	Source:	<input type="text"/>	

Clinton/Hell's Kitchen RFP
 Site:

Units: 0

increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
EFFECTIVE INCOMES																
Residential Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Parking Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Community Space Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Ancillary Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
EXPENSES																
M&O Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Building Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
NOI	0															
Debt Service	#DIV/0!															
Net Cash Flow	#DIV/0!															
Net Cash Flow in 15 years	#DIV/0!															

Clinton/Hell's Kitchen RFP
Site:

increases	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
EFFECTIVE INCOMES															
Residential Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Community Space Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Income	0														
EXPENSES															
M&O Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenses	0														
NOI	0														
Debt Service	#DIV/0!														
Net Cash Flow	#DIV/0!														
Net Cash Flow in 15 years															

Clinton/Hell's Kitchen RFP
 Site:

Units: -

TAX CREDIT ANALYSIS*

*This is an estimate; for actual raise and calculation, defer to LIHTC Investor

	Eligible Cost (Y/N)	Total Cost	Eligible Amount
Acquisition Cost	N	-	
Construction Cost			
Contractor Price			
Residential	Y	-	
Commercial Space	N	-	
Community Space	Y	-	
Parking	N	-	
Contingency	Y	-	
Total Hard Cost		-	-
Soft Cost			
Borrower's Legal	Y	-	
Borrower's Engineer/Architect Fees	Y	-	
Accounting & Cost Certification	Y	-	
Housing/Development Consultant	Y	-	
Bank's Engineer	Y	-	
Bank Legal	Y	-	
Permits and expediting	Y	-	
Environmental Phase I & II	Y	-	
CEQR	Y	-	
Borings	Y	-	
Survey	Y	-	
Geotechnical	Y	-	
Title Insurance	Y	-	
Appraisal	N	-	
Subtotal		-	-
Financing Fees (Please maintain links to original calculations and note any changes)			
Upfront L/C Fee	Y	#DIV/0!	
Annual L/C Fee	Y	#DIV/0!	
HDC Fee (if applicable)	N	#DIV/0!	
Costs of Issuance	N	#DIV/0!	
HPD Fee (if applicable)	N	-	
Interest Rate Cap (estimate)	N	-	
Tax Exemption/Abatement Fees & Consultant	Y	-	
LIHTC Application Fee	N	-	
Non Profit Sponsor	Y	-	
Subtotal		#DIV/0!	-
Carrying Costs			
Construction Interest	Y	#DIV/0!	
Negative Arbitrage	N	#DIV/0!	
Mortgage Recortng Tax	N	-	
Water/Sewer & Real Estate Taxes	Y	-	
Utilities	Y	-	
Insurance	Y	-	
Construction Monitor	Y	-	
Marketing	N	-	
Security	Y	-	
Subtotal		#DIV/0!	-
Reserves and Contingency			
Social Service Reserve	N	-	
Capitalized Operating Reserve	N	-	
Additional Operating Reserve (if applicable)	N	-	
Soft Cost Contingency	Y	-	
Subtotal		-	-
Total Soft Costs		#DIV/0!	-
Developer's Fee	Y	-	
Total Development Cost:		#DIV/0!	-

Number of TC Units	
% TC Units	#DIV/0!
% Non Residential Costs	#DIV/0!
Applicable Fraction	#DIV/0!
Construction Bonds	#DIV/0!

Eligible Basis		-
Eligible Basis per TC Unit		#DIV/0!
Eligible Basis with Boost		-
Annual Credit @		-
Amount Raised per Credit @		-
Amount Raised Total		-

**Clinton/Hell's Kitchen RFP
Site:**

Units: 0

TRADE ITEM	\$ AMOUNT
1 Demolition	_____
2 Environmental Remediation	_____
3 Railroad trench deck (Site B only)	_____
4 Landscaping / Site Work	_____
5 Concrete	_____
6a Masonry, pointing, waterproofing, steam cleaning	_____
6b Carpentry, rough	_____
7 Carpentry, finished	_____
8 Metals, structural steel	_____
9 Roofing	_____
10 Insulation	_____
11 Doors, frames, hardware	_____
12 Windows and glazing	_____
13 Entrance doors	_____
14 Drywall and plastering	_____
15 Ceramic tile	_____
16 Finish flooring	_____
17a Painting	_____
17b Kitchen cabinets	_____
18 Appliances, medicine cabinet	_____
19 Heating and ventilation	_____
20 Plumbing	_____
21 Electrical	_____
22 Other:_____	_____
23 Other:_____	_____
24 Other:_____	_____
25 SUBTOTAL	\$0
26 General Conditions	_____
27 Overhead	_____
28 Profit	_____
29 GRAND TOTAL	\$0

Clinton/Hell's Kitchen RFP

Units: 0

Site:

These calculations must match the architectural plans included in the proposal.

TOTAL BUILT FLOOR AREA (Gross Square Feet):

Total building stories	_____
Total Parking Spaces	_____
Parking Type (i.e.- surface, covered, garage)	_____
1. Residential Space	_____ 0
2. Unfinished Basement	_____
3. Cellar	_____
4. Attics	_____
5. Mechanical / Utility Areas	_____
6. Garages	_____
7. Commercial Space	_____ 0
8. Community Space	_____ 0
9. Parking	_____
10. Other _____	_____
11. Subtotal Gross Square Feet	_____ 0

Form I: Assets Statement

I- Assets Statement (Tab I)

[Assets Statement must describe financial status within the last twelve months and must be dated and signed.]

Principal or Individual whose assets are described below:

1. Personal Information

Name:

Business Name:

Business Phone:

Residence Address:

City:

State:

Zip Code:

Business Address:

City:

State:

Zip Code:

Position (Title):

Years of Service:

Salary:

Bonus/Commission:

Other Income:

Source of Other Income:

Are you a defendant in any lawsuits or legal action that may impact your financial standing?

If so, please describe:

Do you have any contingent liabilities?

If so, please describe:

2. Statement of Financial Condition

Assets	Dollars (omit cents)	Liabilities	Dollars (omit cents)
Cash On Hand and in Banks		Notes Payable to Banks <i>Secured</i>	
Notes Receivable		Notes Payable to Banks <i>Unsecured</i>	
Mortgages Owned		Notes Payable to Others <i>Secured</i>	
		Notes Payable to Others <i>Unsecured</i>	
Marketable Securities Owned See Schedule A		Debt Balances in Margin Accounts with Brokers	
Real Estate Owned		Mortgages on Real Estate	
Cash Value of Life Insurance		Loans Against Life Insurance	
Other Assets* (Itemize)		Other Liabilities (Itemize)	
Total Assets		Total Liabilities	
		Net Worth	

* Any interest in a closely held business must be documented by providing a current balance sheet for that business and stating the percent of interest held by the applicant.

Schedule A: Marketable Securities Owned

List separately and check (X) next to those pledged as collateral.

Marketable Securities Owned	Dollars (Omit Cents)	Collateral?

3. Signature Page

You, the undersigned hereby represent the above to be a true and accurate Statement signed as of the date herein.

Name of Principal: _____

Signature of Individual: _____

Print Name and Title of Individual: _____

Date: _____