



CITY OF NEW YORK
MANHATTAN COMMUNITY BOARD FOUR

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JEFFREY LEFRANCOIS
Chair

JESSE R. BODINE
District Manager

August 17, 2023

James S. Oddo
Commissioner
NYC Department of Buildings
280 Broadway
New York, NY 10007

Adolfo Carrion Jr.
Commissioner
NYC Department of Housing Preservation and Development
100 Gold Street
New York, NY, 10038

**Re: 517-525 West 45th Street
Cure for Harassment Applications and Plans**

Dear Commissioner Oddo & Commissioner Carrion Jr.:

On June 1st, 2023, Manhattan Community Board 4's (MCB4) Housing, Health, and Human Services Committee received a presentation from tenants and representatives of 517-525 West 45th Street, a building subject to a Cure for Harassment (Cure). The topic of this presentation was the owner's failure to meet the legal requirements of the Cure agreement. That failure was compounded by NYC Department of Building's (DOB) improper issuance of Temporary Certificates of Occupancy (TCO) contrary to the zoning requirements of 96-110 under the Special Clinton District (SCD) and Inclusionary Housing. These failures were further compounded by the NYC Department of Housing Preservation and Development (HPD) Inclusionary Housing request to DOB to administer TCO's contrary to their own rules.

At its meeting on July 26, 2023, MCB4, by a vote of 37 in favor, 0 opposed, 0 abstaining, and 0 present but not eligible to vote, voted to request that:

1. DOB revoke TCOs to all units at 517-525 West 45th Street, specifically Cure units that have not been renovated to the standards mandated in the Cure agreement¹.

¹ Inclusionary Housing requirements state that no TCO on market rate units may be administered until TCO for Cure units renovated in accordance with the Cure agreement are administered.

2. HPD conduct inspections of Cure units and issue a Notice of Cure listing specific work not in compliance with prior approved Building and Land Development Services (BLDS) plans.
3. After such inspection, HPD enforce the Cure agreement and that Cure units be fully renovated and brought up to the standards set forth in the Cure, including the required finishes that must be the same as the market rate units; Cure units are required to have the same finishes as market rate units.
4. If a lack of TCO requires a market tenant to vacate, HPD shall require the owner to temporarily relocate the tenant to another unit at no cost to the tenant.
5. HPD and DOB meet with MCB4 to clarify and resolve the current status of these Cure unit developments in a building with a long history of tenant harassment.

Background

517-525 West 45th Street is a loft building complex consisting of five adjacent and connected structures of differing heights. All building wings are on a single zoning lot (Block 1074, Lot 18) between Tenth and Eleventh Avenues². The 517 portion of the building located on West 45th Street is four stories tall. Immediately to the west, the 525 portion of the building is five stories tall. Behind 517 and 525, off an interior courtyard, is a two-story portion called 525 Rear, as well as the 523 portion of the building, which is also a five-story structure.

The building is located in the Preservation Area of the Special Clinton District (SCD). The building was first residentially occupied in 1963 under the Artist in Residence (AIR) Law. The building contains a total of 18 apartments, of which 10 are Interim Multiple Dwelling (IMD) units³. Block 1074 was originally zoned manufacturing and was rezoned residential and preservation and became subject to the Certificate of No Harassment (CONH).

The IMD tenants of this building went through a series of tenant harassment tactics from 2004 through 2005, including withdrawal of building services, threatened use of force and renting of ground floor units to auto body shops, aimed at forcing tenants out of their units.

In 2008, per requirements of Section 96-110 of the Zoning Resolution for the Special Clinton District, former owner Shabbat LLC applied for a CONH prior to building renovation. After an investigation, HPD determined that there was reasonable cause that the building's tenants had, in fact, been harassed. Shabbat LLC requested a hearing and on April 7, 2010, the New York City Office of Administrative Trials and Hearings (OATH) made a finding of tenant harassment.

² See Appendix A – Tax Lot Diagram

³ Article 7-C of [NYS Multiple Dwelling Law](#)

With the finding of harassment under the SCD, the owner is required to provide a Cure for Harassment (Cure) to secure a building permit for alteration. Cure requires the owner to dedicate the greater of the following to affordable housing in perpetuity:

- 28% of the total residential floor area of the existing building; or
- 20% of the total floor area of the newly proposed building, whichever is greater.

Tenant representatives noted that when the current owner bought the building, four of the IMD tenants agreed to become Cure units and absorb the full measure of the 28% affordable square footage into their units. This created a favorable condition for the owner, who then did not have to convert any floor space from their free market units into affordable units. To date, HPD has not disclosed any information regarding where these agreements stand. MCB4 is also requesting information regarding any agreements between HPD and the owner for the conversion of IMD units into Cure units. Additionally, units occupied by the original Loft Law tenants were never fully renovated and have ongoing repair issues. Renovation issues include incomplete walls, including areas with holes, a lack of kitchen cabinets, counters and range hoods, and a lack of electric outlets. Repair issues include leaks, leak damage, inadequate heat, and excessive heat.

Throughout this building's long history as a site of tenant harassment, MCB4 has remained engaged and has sought solutions to both protect the tenants and ensure the development of Cure units.

As part of the Cure for Harassment public review, the owners have presented multiple plans for the development of Cure units to MCB4. Originally as presented, the plans did not conform to zoning requirements of the SCD. After a 2-year period, 2015-2017, the building owner finally arrived at zoning compliant and Cure compliant plans. MCB4 issued a letter on September 19th, 2017, approving the Cure plans⁴. Following this approval, construction was not completed in accordance with the plans approved and filed by DOB and HPD, and a Stop Work Order was administered by DOB⁵.

1. Cure Agreement Non-Compliance

On July 29, 2020, HPD issued a Notice of Default⁶ to the owner for failing to carry out their agreement with HPD on the Cure units on the following counts:

- 517-525 West 45 LLC (LLC) has accepted a temporary certificate of occupancy for certain units on the Zoning Lot, other than the Low-Income Housing, prior to the issuance of a Cure Completion Certificate.

⁴ Appendix B: Letters from MCB4 regarding 517-525 West 35th Street

⁵ Appendix C: Timeline of events from 2020 to March 2023

⁶ Appendix D: HPD Notice of Default

- LLC has failed to complete the Project in compliance with the Building Plans submitted to HPD and DOB within thirty-six (36) months from the date of the agreement.
- LLC has failed to deliver a permanent certificate of occupancy for each of the Low-Income Units located on the Zoning Lot.
- LLC has failed to pass a site inspection by HPD for the Low-Income Units located on the Zoning Lot that establishes to HPD's satisfaction that the Low-Income Units have been completed in accordance with the Building Plans, HPD's design and construction guidelines, and the Inclusionary Housing Program.
- LLC has failed to provide the Administering Agent with fully executed leases for each other the Low-Income Units located on the Zoning Lot.

2. Temporary Certificates of Occupancy (TCO's) Issued for Incomplete Units

On August 3, 2020, DOB issued TCO's for Cure units notwithstanding HPD's default on the Cure agreement on July 29, 2020. These units are not in compliance with the Cure Agreement, and a TCO cannot be issued without a signoff from HPD. A TCO expires 90 days after issuance. Without HPD's approval, DOB continued to issue TCO's for units subject to the Cure on July 29, 2020, October 28, 2020, and January 20, 2021, within the 90-day expiration period.

On April 7, 2022, DOB issued an inspection of the property stating Pass-Final. Only HPD can inspect Cure units to verify that the Cure scope of work has been completed and then issue an approval letter to DOB. Therefore, DOB acted contrary to zoning requirements.

On April 22, 2022, tenants' architect, John Peachy, issued an inspection report based on the February 11, 2021, HPD-approved scope of work. That report noted the scope of work has not been completed. Specifically, it points out several conditions that are not in compliance with the Building Code, including non-operable windows, insufficient heat, missing sanitary bases, ADA non-compliance, lack of access to sprinkler valves, old and painted sprinkler heads, and missing sprinkler signage. The report states further "There is unfinished legalization work and defects that should impair the issuance of a C of O"⁷

During a meeting on May 24, 2023, between the presenting group, DOB, HPD and Councilmember Erik Bottcher's office, HPD explained that they wanted tenants to occupy the low-income units. These units have documented issues of leaks and leak damage, faulty heat, inadequate wiring, and none of the apartment finishes required as part of the Cure Agreement. Nevertheless, HPD asked DOB to issue TCO's so that the units could be occupied, and DOB complied without HPD conducting their inspection and signoff. **There is no justification in HPD's actions requesting DOB issuing TCO's for Cure units that are not compliant with HPD's own legally recorded Cure for Harassment requirements. MCB4 requests HPD immediately rescind such request to DOB.**

⁷ Appendix E: Architect report

3. Landlord Created 10 New Market Rate Units Without a TCO or C of O Before Completing Required Cure Units.

517-525 West 45th Street is a unique circumstance in which a Cure for Harassment is also undergoing IMD unit legalization. The building is legally a commercial building. The Loft Law makes an exception for those units occupied by residential tenants who qualify for protection: tenants living in the building during a certain time frame specified and updated by the Loft Board, can live in the unit, and the landlord must make that unit legal for residential use.

Critically, Loft Law status does not make the entire building residential. It only allows residential use of covered units, called “interim multiple dwelling” or “IMD” units. In the process of complying with the Loft Law, a landlord is required to take steps to get a residential certificate of occupancy for the IMD units. During that process, a landlord can choose to convert additional space, or even the whole building, from commercial to residential. Any space that is not taken up by IMD units, currently or formerly occupied by protected loft tenants, cannot be occupied residentially without a certificate of occupancy.

At 525 West 45th Street, there is a large amount of IMD space that may legally be occupied residentially. But the landlord has also added the conversion of an additional ten (10) units that are not covered by the loft law to its legalization plan. Since the building still has a commercial certificate of occupancy, those 10 units are illegal to occupy for residential purposes. Yet the building owner has rented them out market rate units, contrary to IMD requirements. **As a requirement of zoning, no TCO can be issued for market rate or IMD units without HPD approval of the completion of the scope of work for Cure units. No C of O for market rate or IMD units can be administered without HPD approval for the Cure units and without a C of O from DOB for the Cure units, which is released only when HPD informs DOB that the landlord has complied with the Cure agreement.**

Conclusion

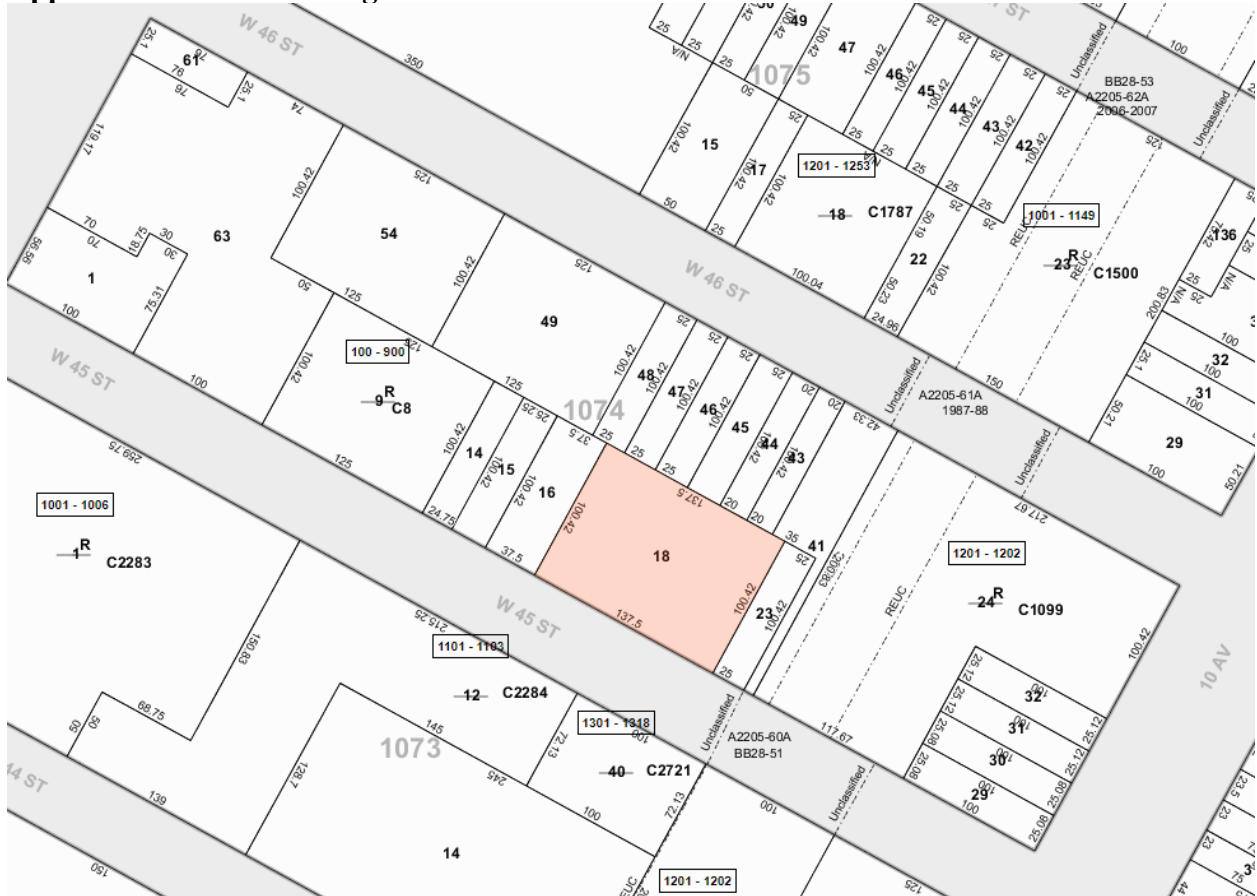
The most recent meeting between tenant representatives, Councilmember Bottcher’s office, DOB and HPD on May 24, 2023, did not resolve any of the above issues. MCB4 thus urgently requests a follow-up meeting with representatives of DOB and HPD, along with Councilmember Erik Bottcher’s Office, to resolve the Cure non-compliance and zoning non-compliance.

Prior to that meeting, MCB4 requests that:

1. DOB revoke TCOs to all units at 517-525 West 45th Street, specifically Cure units that have not been renovated to the standards mandated in the Cure agreement.
2. HPD conduct inspections of Cure units and issue a Notice of Cure listing specific work not in compliance with prior approved Building and Land Development Services (BLDS) plans.

3. After such inspection, HPD enforce the Cure agreement and that Cure units be fully renovated and brought up to the standards set forth in the Cure, including the required finishes that must be the same as the market rate units; Cure units are required to have the same finishes as market rate units.
4. If a lack of TCO requires a market tenant to vacate, HPD shall require the owner to temporarily relocate a tenant to another unit at no cost to the tenant.
5. HPD and DOB meet with MCB4 to clarify and resolve the current status of these Cure unit developments in a building with a long history of tenant harassment.
6. The office of Councilmember Erik Bottcher set up a meeting with DOB and HPD.

Appendix A – Tax Lot Diagram



Appendix B – Letters

| Date | Recipient | Issue/s |
|---------|--------------|---|
| 12/7/15 | V. Been, HPD | IMD tenants should be incorporated into the owner’s Cure requirement. |

| | | |
|---------|---|---|
| 12/9/15 | M. Rebholz, DOB | Building height misrepresented in application for vertical additions to the 517 West 45 th Street and 525 West 45 th Street portions of the building; proposed heights were not in compliance with the Special Clinton District Zoning. |
| 3/15/16 | M. Rebholz, DOB & L. Carroll, HPD | Zoning noncompliance regarding provision of light and air for proposed vertical additions; false information on PW1 forms; No Tenant Protection Plan submitted. |
| 9/19/17 | Louise Carroll, HPD | Zoning noncompliance regarding minimum distance between buildings; false forms under DOB Application No. 122204462; failure to return to the Board prior to finalizing agreement with HPD. |

Appendix C - Timeline of Events

The timeline of events shows the contradictory nature of actions taken by HPD and DOB, which the board is requesting clarification on:

- July 29, 2020: HPD issued a Notice of Default to the landlord for failure to comply with the Harassment Cure Agreement.
- August 3, 2020: Despite this Notice of Default, DOB issued a TCO for those Defaulted Units.
- October 20, 2020: HPD issues a letter to the Landlord outlining the reasons for the Default, including a list of work to be completed dated July 23, 2020.
- October 28, 2020: DOB issued another TCO for these same Defaulted Units.
- December 2, 2020: Landlord sued HPD, the suit was dismissed May 18, 2021.
- January 20, 2021: DOB issues another TCO for Defaulted Units.
- February 11, 2021: HPD forwarded the Scope of Work outlining 26 items to be addressed.
- April 7, 2022: DOB issued an inspection stating Pass-Final. It is unclear what DOB actually inspected in order to come to the conclusion that all the required work at this location was completed.
- April 22, 2022: Tenants' architect, John Peachy, provided an inspection report that substantially supports the HPD scope of work dated Feb. 11, 2021. Specifically, it points out several conditions that are not in compliance with the Building Code.
- June 6, 2022: DOB issues another TCO under a different number. This TCO includes an IMD unit (5C) which is contrary to HPD's admonition that only Cure Units should receive a TCO until HPD's sign-off
- May 2, 2022: Landlord submits an Additional Information request to DOB to waive the Street Tree requirement claiming that the only work done in the building was to legalize the existing loft units. The Additional Information failed to mention that ten (10) new residential units were added in what had previously only been commercial spaces that were never registered with the Loft Board, and that those new units were advertised for rent and occupied without the benefit of a Certificate of Occupancy.
- December 13, 2022: Landlord sues HPD for the second time.
- February 13, 2023: DOB issues another TCO #1083791-0000004.

- February 13, 2023: In regard to the Landlord's lawsuit, HPD submits a report to the court detailing the outstanding work to be completed.
- February 16, 2023: DOB sent Letter of Intent to Revoke.
- February 22, 2023: Landlord submits another Additional Information request making the same claim as per May 2, 2022, that only existing IMDs were legalized. Again, failing to mention that 10 new residential units were added in the non-IMD spaces.
- March 13, 2023: Landlord's suit against HPD is dismissed.

Appendix D – HPD Notice of Default

LOUISE CARROLL
Commissioner

Office of Development, Housing Incentives
Division of Inclusionary Housing
100 Gold Street
New York, N.Y. 10038

ELIZABETH OAKLEY
Deputy Commissioner

PATRICIA ZAFIRIADIS
Associate Commissioner



Department of
Housing Preservation
& Development
nyc.gov/hpd

BY CERTIFIED AND REGULAR MAIL

NOTICE OF DEFAULT

July 29, 2020

517-525 West 45 LLC


Re: 517-525 West 45th Street, New York NY
a/k/a Block 1074, Lot 18 on the Tax Map of the City of New York,
in the State of New York, in the County of New York.

Reference is made to that certain Cure Agreement dated as of December 13, 2016 by and between 517-525 West 45 LLC and the City of New York (the "City") acting by and through its Department of Housing Preservation and Development ("HPD") and recorded in the Office of the City Register of New York County on December 14, 2016 in CRFN 2016000442226 (the "Agreement").

All capitalized terms referred to herein shall have the meaning ascribed to them in the Agreement.

S I R:

PLEASE TAKE NOTICE that 517-525 West 45 LLC is in default of paragraph (5)(b) of the Agreement in that it has accepted a temporary certificate of occupancy for certain units located on the Zoning Lot, other than the Low Income Housing, prior to the issuance of a Cure Completion Certificate, as required under paragraph 11 of the Agreement and §96-110(d)(2)(ii) of the Zoning Resolution.

PLEASE TAKE FURTHER NOTICE that 517-525 West 45 LLC is in default of paragraph (5)(f) of the Agreement in that it has failed to complete the Project in compliance with the Building Plans submitted to HPD and DOB within thirty-six (36) months from the date of the Agreement.

PLEASE TAKE FURTHER NOTICE that 517-525 West 45 LLC has failed to deliver a permanent certificate of occupancy for each of the Low Income Units located on the Zoning Lot, as required by paragraph 11(a) of the Agreement. As a result, 517-525 West 45 LLC has failed to meet the requirements necessary for issuance of a Cure Completion Notice under the Agreement.

PLEASE TAKE FURTHER NOTICE that 517-525 West 45 LLC has failed to pass a site inspection by HPD for the Low Income Units located on the Zoning Lot that establishes to HPD's satisfaction that the Low Income Units have been completed in accordance with the Building Plans, HPD's design and construction guidelines, and the Inclusionary Housing Program, as required by paragraph 11(b) of the Agreement. As a result, 517-525 West 45 LLC has failed to meet the requirements necessary for issuance of a Cure Completion Notice under the Agreement.

PLEASE TAKE FURTHER NOTICE that 517-525 West 45 LLC has failed to provide the Administering Agent with fully-executed leases for each of the Low Income Units located on the Zoning Lot. This failure has prevented the Administering Agent from providing HPD with the requisite sworn affidavit required in accordance with paragraphs 13 and 23 of the Agreement that the Low Income Units are or have been Rented-up in accordance with the Plan and all of the requirements of the Program, and that each household occupying a Low Income Unit complied, at Initial Occupancy, with the annual income eligibility requirements of the Program. Accordingly, 517-525 West 45 LLC has failed to achieve Rent-Up of the Low Income Units pursuant to paragraph 11(d) of the Agreement. As a result, 517-525 West 45 LLC has failed to meet the requirements necessary for issuance of a Cure Completion Notice under the Agreement.

PLEASE BE ADVISED that you have thirty (30) days to cure said defaults. Failure to timely cure same may result in the City exercising its rights and remedies under the Agreement.

Failure of the CITY to cite any specific grounds of default herein shall not be considered a waiver of said defaults. Nothing herein shall be construed as a waiver of the City's rights under the Agreement.

Sincerely,



Patricia Zafriadis
Associate Commissioner for
Housing Incentives

cc: 517-525 West 45 LLC



Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attention: Russell A. Kivler, Esq.

Housing Development Partnership Corp.
242 West 36th Street, 3rd Floor
New York, New York 10018
Attn: Sheila Martin

Appendix E – Architect Report

JOHN FURTH PEACHY, ARCHITECT
146 Franklin Street, N.Y., NY 10013
Tel. 212-226-6463, Fax 212-226-0826

April 22, 2022

SITE VISIT REPORT, April 20, 2022

517-519 West 45th Street, N.Y., NY
BIN #: 1083791
521-525 West 45th Street, N.Y., NY
BIN #: 1083794
Block: 1074 Lot: 18
CB: 104
Buildings on Lot: 5
IMD No. 10516
Zoning District: R8A-CL, Special Clinton District (Area A - Preservation Area), Map: 8c
Construction Class: 3NFP
Alteration Type 1 No. 140325048, filed 11/24/14.

General Comments:

- GC.1 I visited the premises on April 20, 2022 and surveyed units 1C, 2C and 3C, portions of the public areas and roof.
- GC.2 Sprinkler heads are more than 50 years old, some have paint on them.
Remedy: Replace sprinkler heads that more than 50 years old and/or have paint on them.
- GC.3 Doors project more than 18 in. onto the sidewalk.
Remedy: Modify doors.
- GC.4 Entrance tunnel to rear buildings lacks proper lighting.
Remedy: Provide photocell operated lights.
- GC.5 In the boiler room there is an open pit in front of the boiler without adequate fall protection.
Remedy: Provide a railing.
- GC.6 In the courtyard there are two handicap ramps and they lack handrail returns.
Remedy: Provide handrail returns.
- GC.7 At the west entry stair in the courtyard the bottom riser is 8.5 in. to 9 in. high, the middle stair has unequal risers. Handrails are non-compliant.
Remedy: Replace the stairs and provide handrail returns.
- GC.8 The roof in the front building has a defective drain in the northwest corner causing damage in bathrooms below.
Remedy: Provide a camera inspection of the roof drain to ascertain if it is cracked or otherwise defective. Replace or repair roof drain piping and damaged ceilings.
- GC.9 Stairs do not continue to the roof of the front building.
Remedy: Extend at least one stair to the roof or provide a CCD1.
- GC.10 The laundry room is restricted to prevent use by non-market rate tenants. The threshold to the door is too high and does not comply with ADA standards. The sink in the laundry room has a 1.5 in. trap connected to the washbasin with plastic pipe.

- Remedy: Provide access to all building tenants, provide a tapered threshold and replace the non-compliant plumbing fixtures.
- GC.11 Generally, all windows on the front portion of the front building and many of the courtyard windows are extremely difficult to open.
Remedy: Provide ultra balances, clean tracks and lubricate.
- GC.12 There are numerous handrail returns that are not provided.
Remedy: Provide handrail returns from the handrail to the wall.
- GC.13 Roof drain leader discharges into the courtyard.
Remedy: Redirect the roof leader discharge away from the west handicap ramp and other areas of traffic to prevent dangerous ice conditions.

Unit 1C, Ron Sharpe:

- 1C.1 The apartment has a main entrance that opens directly to the street. There are two risers leading from the door to the sidewalk. There is no landing. There are no railings. The door projects more than 18 in. onto the sidewalk. There is no ADA access.
Remedy: provide new stair with landing and ADA compliant ramp.
- 1C.2 The intercom doesn't work.
Remedy: Repair the intercom.
- 1C.3 The heating is substandard. There is an unused Reznor Direct Vent gas space heater that vents through a front window. The heater is not permitted in a room used for sleeping. It is not approved for residential use because it does not have a factory installed internal carbon monoxide that automatically shuts off the heater. The venting arrangement through the window is not permitted.
Remedy: Provide an approved gas fired space heater vented to the roof or a heat pump mini-split HVAC system.
- 1C.4 The owner has substituted ceiling mounted resistance type electric space heaters in lieu of the gas fired space heater. The electric heaters are not approved for residential use as stated in the manufacturer's literature. They are undersized and do not provide adequate heat. They are extremely expensive to operate.
Remedy: Provide an approved gas fired space heater vented to the roof or a heat pump mini-split HVAC system.
- 1C.5 There are open electrical boxes. There is an open electrical trough under the electric panel. The electric panel has several open twist outs. Electrical boxes have open knock-outs and missing covers.
Remedy: Provide knock-out covers and box covers. Provide twist out blanks. Seal the open trough.
- 1C.6 Outlets have not been provided at 12 ft. minimum intervals on walls.
Remedy: Provide additional outlets.
- 1C.7 There is no sanitary base in the bathroom. Bathroom is not handicap compliant. There is an exposed asbestos containing panel, approximately 3 ft. X 6 ft. located behind the toilet.
Remedy: Rebuild the bathroom.

- 1C.8 The sprinkler valve is located approximately 10 ft. off the floor with no access.
Remedy: Provide chain or ladder.

Unit 2C, Douglas Kelley:

- 2C.1 Dryer cord in the northeast bathroom has an electrical outlet that is too far away from the dryer.
Remedy: Relocate the outlet.
- 2C.2 The kitchen was left by the contractor in disarray. The owner's contractor broke the glass front of the electric range. It is missing. The cabinet and counter next to the range was removed and was not replaced.
Remedy: Complete the kitchen work.
- 2C.3 There is a leak in the ceiling northwest corner of the northwest bathroom.
Remedy: Repair the roof drain and leader. Repair the ceiling.
- 2C.4 The door to the west stair has no strike and does not latch.
Remedy: Replace the latch set.
- 2C.5 There is no sanitary base in the southwest bathroom.
Remedy: Install 6 in. high ceramic tile base.
- 2C.6 Electric is substandard.
Remedy: Provide outlets every 12 ft. Seal open knock-outs.
- 2C.7 Unit has ongoing issues with adequate heat. A Loft Board Violation No. LB-HM04022021-01 was issued on April 12, 2021.
Remedy: Have an engineer survey the heating distribution system and specify repairs and upgrades to be made by a Licensed Plumber

Unit 3C, Marybeth McKenzie:

- 3C.1 There is black mold in the small northeast bedroom.
Remedy: Check the toilet that is in the bathroom adjacent to the bedroom and in close proximity to the mold condition. Fix the toilet and remediate the mold.
- 3C.2 The large north bedroom has an unfinished closet with missing drywall above the door (approximately 3 ft. x 4 ft.) and the closet doors are detached.
Remedy: Install the missing the drywall, tape and paint. Rehang the closet doors.
- 3C.3 The sink in the studio is defective.
Remedy: Make repairs.
- 3C.4 Refer to GC.11 relating to windows that are extremely difficult to open.
- 3C.5 The exit door is not self-closing.
Remedy: Make repairs.
- 3C.6 There is too much heat in the southwest bedroom.
Remedy: Replace the air vent valve and insulate as much as 30% to 50% of the heat piping.

517 West 45 Street
Site Visit Report
April 22, 2022
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Conclusion:

There is unfinished legalization work and defects that should impair the issuance of a C of O. Electrical and plumbing work are incomplete. There is non-compliance with article 7C MDL especially in terms of light and air because the windows are not operable. There are non-compliant conditions with the Housing Maintenance Code such as insufficient heat in apartment 1C and missing sanitary bases. There are violations of the Administrative Code such as ADA non-compliance. There are fire and safety issues such as lack of access to the sprinkler valves, old and painted sprinkler heads and missing sprinkler signage.

By: John Furth Peachy, R.A.

Sincerely,



Jeffrey/LeFrancois
Chair
Manhattan
Community Board 4



Joe Restuccia
Chair
Housing, Health, Human Services
Committee



Maria Ortiz
Chair
Housing, Health, Human Services
Comittee