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NEW YORK CITY & VICINITY DISTRICT COUNCIL OF CARPENTERS

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November 18, 2021

Re: Statement In-Favor of River Ring Project

Esteemed Members Of The City Council

My name is Sinade Wadsworth, a Council Representative for the NYC District Council of Carpenters speaking on behalf of over 300members and their families. We would like to express our full support for the River Ring project today as it is crucial to our city's economic recovery.

Two Trees Mamnagement and the Carpenters Union have had and are poised to engage in meaningful and regular discussions about future community union career opportunities for this project as well as other upcoming projects. Two Trees has recognized the value proposition of utilizing Union Carpenters, including that we provide efficient, productive, safer and extremely skilled workforce, which aids in the quality of construction, as well as scheduling and speed to market. They also recognize that the wages and benefits earned by Union members support a middle-class lifestyle that, in turn, contributes to the overall economy and aids in reducing the need for affordable housing.

As we move closer to reopening and a return to normal, construction will be a critical source of well-paying, stable careers. Time and time again affordable housing has become the American Dream and has been considered a priority to members of the our community & our elected officials. I would like to take this opportunity to express my dissatisfaction with this mindset. Approving a project like this can and will aid in ending the cycle of poverty. Creation of Affordable Housing should be a stepping stone out of poverty, it is not a cure.

New Yorkers shouldn't be struggling to make ends meet, and when we have developers like Two Trees willing to invest in our communities we should not squander the opportunity to help the impoverished.

The New York City District Council of Carpenters is proud to lend our support to this important project.

Thank you,

Sinade Wadsworth,
NYCDCC Representative

CC: File

From: Arelis Pujols
To: Land Use Testimony
Subject: [EXTERNAL] River Ring - Written Testimony
Date: Thursday, November 18, 2021 3:11:00 PM

Hi my name is Arelis Pujols. I have lived in the Williamsburg community for over 40 years and have seen all the changes and advancements throughout my time here. I am very excited about this new development, Williamsburg is my home and I would love an opportunity to have an apartment in the River Ring project.

Thank you!

From: Bobby Gorrill
To: Land Use Testimony
Subject: [EXTERNAL] I Support River Ring with Deep Affordability MIH Option
Date: Thursday, November 18, 2021 10:52:14 AM

Dear Land Use Committee and Councilmembers,

I would like to express my support for the River Ring project proposed for the Williamsburg waterfront. This project will add over one thousand needed housing units on a currently vacant site, thus not requiring the demolition of existing housing. Moreover, Williamsburg is a whiter, wealthier neighborhood with excellent access to public transit -- these are the neighborhoods that should be bearing the brunt of new housing development, not working-class communities of color as the de Blasio administration frequently targeted for rezonings.

My only recommendation is that this rezoning area be mapped with MIH Option #3, in which 20% of units will be reserved for households earning 40% of AMI. This income level is the median income for Black and Puerto Rican households currently living in Williamsburg. Income-restricted affordable housing built in this project should be available to these households.

Thank you,
Bobby

From: Chris Wasmer
To: Land Use Testimony
Subject: [EXTERNAL] River Ring City
Date: Thursday, November 18, 2021 1:23:51 PM

I do not support the rezoning of our neighborhood for the River Ring project.
And I am completely disillusioned with our community's leadership, since they are letting this happen.

For me the biggest issues are how the River Ring project will affect our environment and our infrastructure.

Our community is already inundated with litter and dog poop from the large population that lives here and comes to visit. Adding thousands of more residences will only exacerbate this quality of life issue. The streets in other parts of Brooklyn seem spotless when compared to ours. A lot of the litter ends up in the East River, so this is an environmental issue too.

Plus our infrastructure is overtaxed -- especially the subway. (Before covid), sometimes the L train platform during morning rush hour is so crowded that I am surprised no one has fallen onto the tracks. Once covid is under control, it is only a matter of time before a tragedy happens. And those who allow the rezoning to happen will be responsible for this!

Our community needs real green space, not more concrete, artificial turf and two obnoxious towers. River Ring park does not even meet the NYC Department of Planning's recommendation for open space per capita.

And I mentioned this before and no one in a leadership position seems to care -- Last year after an "informational" meeting about the development, I overheard three Two Trees employees talking about the residents at the meeting who opposed the rezoning. One of them said, "If that's our competition, we will crush them!" Please understand that this sentiment is what our community is dealing with -- a corporation that wants to "crush" us to maximize its profits.

Please let soul beat corporate greed and protect our neighborhood.

Sincerely,

Christopher Wasmer

From: Cory Kantin
To: Land Use Testimony
Subject: [EXTERNAL] River Ring Testimony
Date: Thursday, November 18, 2021 12:34:39 PM

Good morning Councilmembers,

Thank you for your service to our city. I don't envy you when it comes to moments like this where you need to make a decision about a controversial and enormous rezoning. Those who listened on Sept 14th to 3 hours of testimony know exactly how upset the North Brooklyn community is about being asked to squeeze in another 1000 units after being served the 2005 rezoning with little consideration to infrastructure and displacement.

The community spoke that night, and voted. I expect you all have read CB1's conditions for River Ring. It's a well thought out detailed document, but there are two main points, affordability and sensity.

CB1 asks for 50% affordable units and 1/3 reduction of density. The developer claims they cannot do both. That's probably true. That's also not our problem. We don't need this rezoning. They do.

But we need affordable housing, right? We do, but the luxury housing it includes is the exact thing that makes our city less affordable, so unless the ratio of affordable is around 50%, we just *think* we're making the city more affordable, when in fact we all know NYC is just getting more and more expensive.

And while the developer claims that any loss in density is a loss in affordable housing… why not make the building 100 stories then? Clearly there needs to be a balance on our waterfront jam packed with towers.

The question I keep hearing from elected officials on this is: how much can the developers do? What do their books look like so the city can push them to the max?

This is the wrong question. Developer's books are based on how much they spent on the site which is based on an assumption on how big of a rezoning they could get with what tax subsidies. If the developer thought that they needed to do 50% affordability and a lower density, then they would have spent less on the site.

Rezonings offer leverage to our city, it's a moment where we can set a precedent of what type of development our city needs. This is a legacy project for the developer and for the

city. If the city's conditions are too high, the developers will circle back. Or, you can choose to reduce density by say 20% and affordability to 40% if that's what you feel is right for our community, but don't ignore our voice… otherwise, you don't work for us, you work for the developers.

Do you believe in community based planning? Make this difficult decision and easy one and follow the will of the community that elected you. Help shape a better site with this city and set a precedent for future rezonings.

Thank you for your service and your time.
Cory Kantin

From: Dan Miller
To: Land Use Testimony
Subject: [EXTERNAL] River Ring - Strong Support
Date: Friday, November 19, 2021 12:04:55 PM

I'm writing to testify in favor of the River Ring project, which you held a hearing on earlier this week. I'm a strong supporter of this project, because I believe that building more homes is crucial to alleviating NYC's housing shortage and bringing down the price of market-rate rents. The fact that the city is in a housing crisis is obvious--it's staring you in the face every time you hear about a family member who can't afford to live on their own, or a friend who's taking in roommates because they can't afford the rent. There are simply a lot of people who want to live here, and not enough apartments to hold them all--hence, prices are high and supply is short.

Moving to more housing abundance will require building more--including projects like River Ring. The public features are icing--not only will this contribute desperately needed homes, allowing more people to live in the greatest city on earth, but it will also make that city even greater, providing a world-class public amenity in the form of a riverside park that I look forward to visiting. But ultimately, the housing is the main thing here. Please approve the project at its full level of height and density--we need every unit we can get.

Sincerely,
Dan Miller

From: doug keeve
To: Land Use Testimony
Subject: [EXTERNAL] River ring- stop
Date: Friday, November 19, 2021 11:32:29 PM

Please do not support this project. Do not allow changes to zoning. Please save our quality of life. Thank you for your service, Doug

douglas keeve
director
263 wythe avenue
brooklyn, ny
(212) 965 0668

north america:
the artists company
79 mercer street
floor 2
new york, 10012
(212) 679 7299
theartistscompany.com/

instagram: @douglaskeeve

From: Erik Martínez Parachini
To: Land Use Testimony
Subject: [EXTERNAL] River Ring Project Hearing
Date: Tuesday, November 16, 2021 8:19:37 PM

Hello,

I am writing concerning the river ring project which is set to have a hearing on Thursday, November 18th.

I have lived in the neighborhood for the last 10 years, right by the site of the proposed project, on Metropolitan and Wythe.
I would like to testify via email against the rezoning and redevelopment proposed by two trees for the following reasons:

1. The scale is absurd when you look at the current neighborhood density. This project is completely out of context. I have the same thought for Domino, and would not like that scale to continue taking over what is designed to be a medium-density neighborhood.
2. Increased pressure on an already very pressed infrastructure. The neighborhood has had some of the most aggressive re-building and densification in the entire city. How does that continue through and reflect our need for schools, supermarkets, transportation? This all needs to be addressed through a city-wide plan before allowing this project.
3. How do we get everyone there?
    - The L train is already at capacity, and the site is not accessible easily with a bus. Although the developer stated that it would not impact the L train, the site is only accessible from the north and east by car creating additional traffic in an already congested area
4. The area was already rezoned, and this site was left out of it. That increase in density has already been considered.
5. Most importantly, it's not fair to the city's people to have developers buy lots expecting that they will be rezoned. The lot was reportedly bought for 150 million, this is considering it could be turned into an R6 use. This makes it seem that the ULURP process is a given for them, and should not be this way. We cannot allow developers to operate above the people's interests like this, and this needs to stop here.

I ask the members of the land use committee and councilmember Steve Levin to please stand up for the people's best interests and not allow this project to go through.

A concerned citizen.

Erik Martinez

From: freya.bbc@gmail.com
To: Land Use Testimony
Subject: [EXTERNAL] River Ring - please do not rezone
Date: Wednesday, November 17, 2021 11:10:54 PM

To whom this may concern

As a resident of 80 Metropolitan Ave, I believe that the towers of River Ring should be curtailed. They will provide unnecessary shade for blocks and an already too busy, congested traffic zone with too many people. Please consider the quality of life for the already established community who need less towers and more amenities. Garbage litters the streets, no trash cans, not enough doctors and insufficient schools. Yes we are inviting more and more 1/2 bedroom apartments to create more waste and add pressure to the already over populated space?

Please consider not rezoning this space and capping the towers.

Yours sincerely
Freya Last

Sent from my iPhone

From: Gabriel Huerta
To: Land Use Testimony
Subject: [EXTERNAL] River Ring Hearing Testimony
Date: Thursday, November 18, 2021 9:03:55 AM

Hello,

I am writing to testify against the development of Two Trees' proposed River Ring development in Williamsburg.

Specifically, I want to address comments made by Bonnie Campbell, representing Two Trees, at the September 1st meeting for land use. The idea that an unwarranted NIMBY contingent can exist in this area of Williamsburg is patently absurd on its premise. Aside from 184 Kent Avenue, the majority of buildings along the site of the proposed project have been for industrial use; the transformation of this neighborhood followed the typical evolution of urban development, and its infrastructure was updated with it. There was no major displacement of existing residences. Campbell's feigned surprise at seeing people who "didn't want their neighborhood to change when they had been that change" is a cheap sleight of hand intended to justify any development as the natural continuation of change. Following Campbell's logic, any part of New York is ripe for more development; Central Park was once a change, as was Park Slope, and building a tower twice as tall as anything else around it is the next obvious step.

This neighborhood, as any, has limits. It has already been overdeveloped; even the ratio of vehicular and pedestrian traffic to space could suffice as the single metric to demonstrate this fact. Yet other essential considerations, such as public transportation, water management, and the ecological impact of 1,050 new apartments - the sheer volume of building alone - have not been taken into account at any moment of the developers' minds; their calculus is based on a rapacious logic of opportunity, and everyone else be damned. In fact, we should probably be grateful for the inclusion of another incommensurate sliver of park.

The shadow alone cast by this amount of construction is indicative of the blight the project will create. Any truly feasible development at this site would consist of a lot more affordable housing and a building half as tall, if that; the fact that this monstrosity of a building would be built next to a Cass Gilbert landmark is a vignette of the glaring absurdity of this proposal. Another cartoon of a building by Bjarke Ingels Group is the last thing any neighborhood in New York needs, and the fact Two Trees picked them as their architects for this project shows everything about their incompetence to intervene in this context.

Best regards,

--
Gabriel Huerta

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From:	Jenice L. Malecki
To:	Land Use Testimony
Cc:	Levin, Stephen; Sustainable Williamsburg
Subject:	[EXTERNAL] Opposition to River Ring
Date:	Tuesday, November 16, 2021 8:54:18 PM
Attachments:	125 Ct. St. LLC v Nicholson 67 Misc. 3d 28 With Identification of Two Trees (002) Redacted.pdf

Hi there,

I am a resident at 59 N. 1st Street, Brooklyn, 11249, just a block away from the River Ring site. Since Two Trees' Domino Park has opened, services in the neighborhood have been impacted. There is excessive trash and noise, the police are understaffed and there is no adequate parking or traffic controls, the streets are impassable at times. River Ring offers an underwater park, no parking and threatens to impact our resources further.

They intend to TAKE AWAY land, yet my basement, nearby flooded in Ida and I fear with actual sea levels rising, taking away land is a bad idea, particularly with UNTESTED technologies.

I attended ever community Board meeting on the subject and the overwhelming community input to the project (especially the last one) was "Please no." Notwithstanding, the personally conflicted community board voted "yes" with conditions, many only dialing in to vote, not even listening to the full meeting of the community input. Those members were large land holders who benefit from when other developers can rezone and increase the size of their project.

The conditions were requested by the community. The most important condition is limiting the size and occupancy of these towers. They are too big. Transportation, fire, police, schools and traffic services cannot support these TWO mega towers.

The developer – who bought this parcel knowing full well that it was not zoned for super-tall residential buildings, has thumbed his nose at the condition and said that he will not alter his plans – AT ALL. How is it that this billionaire owned company has such entitlement? The City owes us Bushwich Inlet Park and parks in general, the trade off of tax abatement in a mega-tower created only for profit in exchange for a park is a bad trade for the community. Our infrastructure cannot handle a building of this size and it is destroying the character of our neighborhood. During the pandemic, the City said manufacturing locally was a priority, but here it is ready to rezone a manufacturing site at the will of the ultra-wealthy – who has little respect for the community (showing up to community board meetings in a dirty mickey mouse shirt).

As a member of the community at 59 N. 1st Street in Brooklyn, just a block from the River Street project, I further object to trading tax abatements for the illusion of rent stabilized units with a developer who has repeatedly failed to live up to its end of the bargain with respect to affordable housing in a community already too dense with escalating rents forcing out the core of the neighborhood that many of us sought to become a part of.

As a community, we understand that Two Trees has been found in court in 2019 by a NYS Court, Appellate Division, Panel of Judges to have violated rent stabilization laws, made misrepresentation in required filings and engaged in “false and deceptive acts” (the court notes the “magnitude of the falisity”) with regard to the tenant in order to charge a higher and “illegal rent,” with “no basis,” as well as in an attempt to get the tenant to “forfeit a valuable leasehold.”

It is impossible to believe that this is isolated. This tenant simply had the tenacity to challenge the conduct, which most low income people do not have the time or finances to do. The case is attached and below are relevant excerpts. We understand that this tenant wishes to speak at the meeting and we implore the committee to read the full opinion and to let her do so:

From 2005 through 2009, landlord variously registered the apartment with DHCR as "high rent vacancy" "permanently exempt," as rent stabilized with a legal maximum rent of $8,000, and as charging tenant a "preferential rent." These registrations were false **[***8]** and, therefore, "a nullity" (*Thornton v Baron, 5 NY3d 175, 181, 833 N.E.2d 261, 800 N.Y.S.2d 118 [2005]*). ***HN2***[⬆] "A

Here, the actual rent charged and paid is lower than the HPD initial rent cap of $5,480. However, landlord had no basis for registering a legal rent of $8,000 or characterizing the initial rent paid by tenant as a "preferential rent."

The stipulations sought to be vacated settled this holdover proceeding, which proceeding was based on tenant's refusal to **[*36]** sign a renewal lease containing an illegal rent. As demonstrated above, tenant was justified in refusing to sign the renewal lease (*see RSC § 2524.3 [f]*; *Haberman v Neumann, 2003 N.Y. Misc. LEXIS 55, 2003 NY Slip Op 50031[U] [App Term, 1st Dept 2003]*). Moreover,

instead have interposed a counterclaim. It was only in 2013, when tenant obtained the June 14, 2011 letter, that she understood the true nature of landlord's deceptions. In **[****3]** view of the foregoing, we find that the letter, which revealed landlord's false and deceptive actions, was newly discovered evidence satisfying tenant's "heavy burden of showing due diligence" to meet the requirement **[*35]** for granting the branch of tenant's motion for leave to renew her motion to vacate the stipulations (*Andrews, 90 AD3d at 963*

Moreover, while tenant's answer interposed an affirmative defense stating that the lease renewal listed a rent beyond DHCR guidelines, she did not know at that time that the information included in the registrations by landlord was false. Indeed, if tenant had had any inkling of the magnitude of the falsity of landlord's rent registrations, tenant overpaid. As landlord's misrepresentations induced tenant to enter into the stipulations in which tenant received no consideration and forfeited a valuable leasehold, we find that the stipulations should be set aside as inadvisedly entered into (*see Matter of Frutiger, 29 NY2d 143*; *see also CPLR 5015 [a] [3]*). We therefore exercise our discretion to grant

This has been a chronic problem with this developer, there is overwhelming evidence that playing fast and loose with the affordable units is not an isolated incident (fostered by NYC's apparent failures or inability to police affordable housing issues, for budgetary reasons or otherwise):

https://www.propublica.org/article/tenants-take-hit-as-ny-fails-to-police-huge-housing-tax-break

https://gothamist.com/news/luxury-brooklyn-heights-building-got-10-million-in-tax-breaks-while-overcharging-tenants-in-affordable-units

https://bedfordandbowery.com/2013/10/domino-developers-ask-city-to-change-affordable-housing-rules/

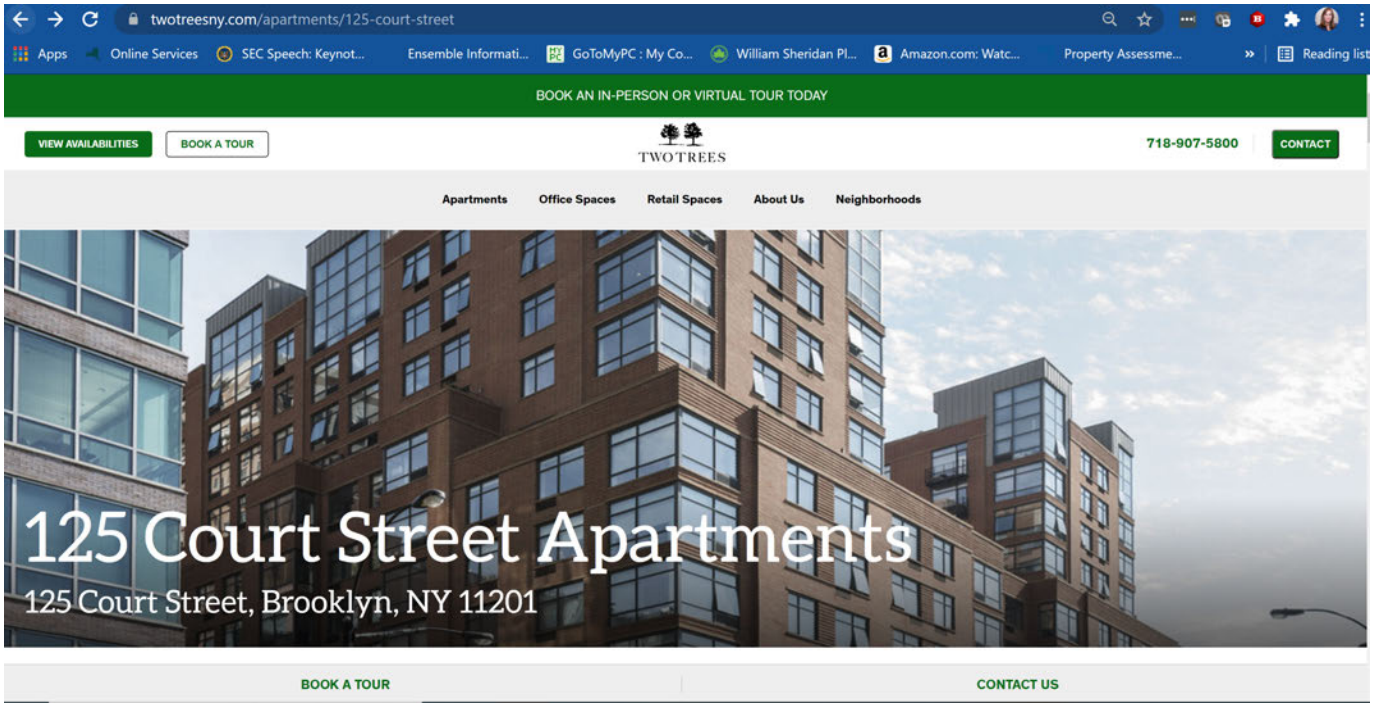
There has been much recent banter about these issues at the Domino site as well, including failing to release affordable units:

https://www.brooklynpaper.com/two-trees-421a-deregulation-letter/

https://www.ny1.com/nyc/brooklyn/news/2020/06/13/dozens-of-affordable-brooklyn-apartments-sit-empty-for-months

There is a serious question as to whether this developer is willing to live up to its end of the bargains it makes to get public subsidization of its projects through tax breaks. Why is our neighborhood even considering rewarding a bad actor without a full investigation?

Jenice L. Malecki
[redacted]



125 Ct. St., LLC v Nicholson

Supreme Court of New York, Appellate Term, Second Department

December 20, 2019, Decided

2018-1974 K C

Reporter
67 Misc. 3d 28 *; 115 N.Y.S.3d 817 **; 2019 N.Y. Misc. LEXIS 6858 ***; 2019 NY Slip Op 29400 ****

[**1]** 125 Court Street, LLC, Respondent, against Yolande Nicholson, Appellant, et al., Undertenants.

Prior History: *125 Court St. v. Nicholson, 44 Misc. 3d 128(A), 993 N.Y.S.2d 645, 2014 N.Y. Misc. LEXIS 2750 (June 13, 2014)*

Core Terms

tenant, rent, landlord, stipulations, tenant's motion, renewal, vacate, prior motion, Stabilization, registrations, leave to renew, renewal lease, final judgment, settlement, occupancy, holdover, parties, modified, lease, registered, apartment, regulated, vacatur, newly discovered evidence, restored to possession, interest of justice, dismiss a petition, maximum rent, surrender

Case Summary

Overview
HOLDINGS: [1]-The trial court erred by denying the tenant's motion seeking leave to renew because the letter, which revealed the landlord's false and deceptive actions in violation of RSC *(9 NYCRR) § 2523.5(a)*, was newly discovered evidence satisfying the tenant's heavy burden of showing due diligence to meet the requirement for granting the branch of her motion for leave to renew her motion to vacate the stipulations; [2]-The stipulations should have been set aside because the landlord's misrepresentations induced the tenant to enter into the stipulations in which the tenant received no consideration and forfeited a valuable leasehold. The tenant was justified in refusing to sign the renewal lease because no amount was due and owing and the tenant had, in fact, overpaid.

Outcome
The order was modified by providing that the branch of the tenant's motion seeking leave to renew her prior motion was granted and, upon renewal, the branches of the prior motion seeking to vacate the two stipulations of settlement and the final judgment were granted, upon such vacatur, the branch of the motion seeking to dismiss the petition was granted and the matter was remitted. As modified, the order was affirmed.

LexisNexis® Headnotes

Civil Procedure > Judgments > Relief From Judgments > Newly Discovered Evidence

Civil Procedure > Judgments > Relief From Judgments > Vacation of Judgments

HN1[] Relief From Judgments, Newly Discovered Evidence

Pursuant to CPLR 2221, a motion for leave to renew shall be based upon new facts not offered on the prior motion that would change the prior determination (CPLR 2221(e)(2)), and shall contain reasonable justification for the failure to present such facts on the prior motion. CPLR 2221(e)(3). A court of original jurisdiction may entertain a motion to renew or vacate a prior order or judgment even after an appellate court has rendered a decision on that order or judgment, as long as the moving party meets the heavy burden of showing due diligence in presenting the new evidence to the lower court.

Real Property Law > Landlord & Tenant > Rent Regulation > Rent Control Statutes

HN2[] Rent Regulation, Rent Control Statutes

A landlord's failure to file a proper and timely annual rent registration statement results in the rent being frozen at the level of the legal regulated rent listed in the last preceding registration statement and, therefore, bars the landlord from collecting any rent in excess of that legal regulated rent until a proper registration is filed.

Real Property Law > Landlord & Tenant > Rent Regulation > Rent Control Statutes

HN3[] Rent Regulation, Rent Control Statutes

The Rent Stabilization Code provides that it is unlawful, regardless of any contract for any person to demand or receive, any rent for any housing accommodation in excess of the legal regulated rent in violation of any regulation under the Rent Stabilization Law or RSC *(9 NYCRR) § 2525.1*. Moreover, a landlord is required to correctly plead the apartment's regulatory status as subject to RPTL 421-a.

Civil Procedure > Judgments > Relief From Judgments > Newly Discovered Evidence

HN4[] Relief From Judgments, Newly Discovered Evidence

A motion to renew is intended to draw the court's attention to new or additional facts which, although in existence at the time of the original motion, were unknown to the party seeking leave to renew and therefore not brought to the court's attention. This requirement is a flexible one and the court, in its discretion, may grant renewal, in the interest of justice, upon facts which were known to the movant where the movant offers a reasonable justification for failing to submit them on the earlier motion. Even if the vigorous requirements for renewal are not met, such relief may be properly granted so as not to defeat substantive fairness.

Civil Procedure > Judgments > Relief From Judgments > Fraud, Misconduct & Misrepresentation

Civil Procedure > Settlements > Settlement Agreements

HN5[] Relief From Judgments, Fraud, Misconduct & Misrepresentation

While a stipulation of settlement is essentially a contract and will not be lightly set aside, a stipulation may be set aside where there is proof that the stipulation was tainted by fraud, collusion, mistake or other ground sufficient to invalidate a contract. In addition, courts possess the discretionary authority to relieve parties from the consequences of a stipulation if it appears that the stipulation was entered into inadvisedly or that it would be inequitable to hold the parties to it.

Counsel: [*1]** Yolande Nicholson, appellant,

Pro se.

Leon I. Behar, P.C. (Leon I. Behar of counsel), for respondent.

Judges: THOMAS P. ALIOTTA, J.P., MICHAEL L. PESCE, DAVID ELLIOT, JJ.

Opinion

[*30] **[**818]** Appeal from an order of the Civil Court of the City of New York, Kings County (Leslie A. Stroth, J.), entered April 18, 2018. The order denied the branch of tenant's motion seeking, in effect, leave to renew her prior motion to vacate two so-ordered **[**819]** stipulations of settlement and a final judgment of that court (Anthony J. Fiorella, Jr., J.) entered pursuant thereto on June 10, 2010, which prior motion had been denied in an order of that court (Anthony J. Fiorella, Jr., J.) entered May 20, 2011, and, upon renewal, to grant her prior motion, and, upon such vacatur, to dismiss the petition, to restore tenant to possession and for an award of attorney's fees, in a holdover summary proceeding.

ORDERED that the order entered April 18, 2018 is modified by providing that the branch of tenant's motion seeking leave to renew her prior motion is granted and, upon renewal, the branches of the prior motion seeking to vacate the two stipulations of settlement and the final judgment are granted, upon such vacatur, the branch of the motion seeking **[***2]** to dismiss the petition is granted, and the matter is remitted to the Civil Court for a determination of the branch of tenant's motion seeking to be restored to possession following the joinder of the new tenant in possession, if any; as so modified, the order entered April 18, 2018 is affirmed, without costs.

Landlord commenced this holdover proceeding in February 2010, based on a claim that tenant had failed to execute a renewal lease, which listed the new two-year legal maximum rent as $8,704.53 and the rent to be charged as $4,276. The petition alleges that the apartment is rent stabilized, that the demanded monthly rent of $4,276 is properly registered with the Department of Housing and Community Renewal (DHCR), and that tenant had failed to sign the renewal lease (*see* Rent Stabilization Code [RSC] [*9 NYCRR] § 2524.3 [f]*). On June 10, 2010, a per diem counsel acting on behalf of tenant entered into a so-ordered stipulation in which counsel admitted that tenant owed landlord $22,423.21 through June 30, 2010. The stipulation provided **[****2]** for a waiver of a part of this purported past rent in the amount of $9,532.18 and for tenant to surrender the apartment by September 30, 2010 and to pay use and occupancy **[***3]** at the rate of $3,576 per month. A final judgment was entered on June 10, 2010, pursuant to the stipulation, awarding landlord possession and the sum of $12,891.03. A second so-ordered stipulation, entered into on July 27, 2010, modified the amount due landlord, decreasing the sum by $891.03. In September 2010, tenant moved to vacate the stipulations and the final judgment, based on a claim that she had inadvertently waived her right to a postjudgment cure. By decision and order dated June 13, 2014 (*44 Misc 3d 128[A], 993 N.Y.S.2d 645, 2014 NY Slip Op 50973[U]*), this court affirmed an order of the Civil Court (Anthony J. Fiorella, Jr., J.) entered May 20, **[*31]** 2011 which denied tenant's motion. This court's decision and order noted that dehors-the-record material attached to tenant's briefs, which included the 2009 renewal lease proffered by landlord and a letter dated June 14, 2011, had not been reviewed.

Tenant was evicted on July 14, 2014 and moved, the same day, on an emergency basis, to be restored to possession on the ground that she had not received a marshal's notice. By order dated July 16, 2014, the Civil Court (Marcia J. Sikowitz, J.), after oral argument, denied the motion, noting that tenant had been given a "$10,000" waiver of arrears. **[***4]**

Tenant thereafter moved, in effect, for leave to reargue or renew her prior motion to vacate the

stipulations and final judgment, which motion had been determined **[**820]** in the order entered May 20, 2011, and, upon reargument or renewal, to grant the prior motion, and, upon such vacatur, to dismiss the petition, to be restored to possession, and for attorney's fees, alleging, among other things, newly discovered evidence and fraud. Specifically, tenant alleged that, in 2013, she had obtained from a neighbor who had made a Freedom of Information Law (FOIL) request a letter dated June 14, 2011, sent by the New York City Department of Housing Preservation and Development (HPD), Office of Development, Division of Housing Incentives, to landlord's tax attorney. The letter stated that landlord was the recipient of an *RPTL 421-a* tax abatement, that 256 units in the building were improperly registered with DHCR as exempt and needed to be registered as rent stabilized, and that the rents that were registered exceeded the amounts approved by HPD, which, pursuant to the abatement program, set the maximum legal rents for the building. By order dated September 19, 2014, the Civil Court (Leslie A. Stroth, J.) denied **[***5]** tenant's motion, on the ground that the issues raised were the same as those that had been raised in the motion which had been determined in the order dated July 16, 2014 and that the court lacked the authority to disturb the determinations of Judge Sikowitz in that order and of this court on the prior appeal.

On an appeal from, among other things, the order dated September 19, 2014, this court, in a decision and order dated September 7, 2016 (*52 Misc 3d 144[A], 46 N.Y.S.3d 475, 2016 NY Slip Op 51281[U]*), found that the issues of fraud and newly discovered evidence that had been raised in support of tenant's renewal motion had not been before this court on the first appeal **[*32]** nor had they been raised before, or determined by, the Civil Court in the July 16, 2014 order. Consequently, this court reversed so much of the order dated September 19, 2014 as denied the branch of tenant's motion seeking leave to renew and remitted the matter to the Civil Court for a new determination of that branch of tenant's motion. Thereafter, by order entered April 18, 2018, the Civil Court (Leslie A. Stroth, J.) denied that branch of tenant's motion, finding no basis to grant leave to renew. Tenant now appeals from that order.

HN1[↑] Pursuant to *CPLR 2221*, a motion for leave to renew **[***6]** "shall be based upon new facts not offered on the prior motion that would change the prior determination" (*CPLR 2221 [e] [2]*), and "shall contain reasonable justification for the failure to present such facts on the prior motion" (*CPLR 2221 [e] [3]*; *see Renna v Gullo, 19 AD3d 472, 473, 797 N.Y.S.2d 115[2005])*. "[A] court of original jurisdiction may entertain a motion to renew or vacate a prior order or judgment even after an appellate court has rendered a decision on that order or judgment" (*Tishman Constr. Corp. of NY v City of New York, 280 AD2d 374, 377, 720 N.Y.S.2d 487 [2001]*, citing *Levitt v County of Suffolk, 166 AD2d 421, 423, 560 N.Y.S.2d 487 [1990])*, as long as the moving party meets the "heavy burden of showing due diligence in presenting the new evidence to the [lower court]" (*Andrews v New York City Hous. Auth., 90 AD3d 962, 963, 934 N.Y.S.2d 840 [2011]* [internal quotation marks omitted]).

Here, the branch of tenant's motion seeking leave to renew was based on her 2013 discovery, after her receipt of the June 14, 2011 letter, that landlord had disregarded the rent stabilization laws and had claimed—in its DHCR registrations from 2005 through 2009, in the initial and renewal leases, in its petition, and, ultimately, in its representations to the Civil Court—false legal maximum rents and that it was charging tenant a "preferential rent." Tenant's receipt of the letter occurred long after she had made her original **[**821]** motion to vacate the stipulations and after the Civil Court had denied that motion **[***7]** and, indeed, the letter was even dated after the Civil Court's May 20, 2011 order. Tenant averred that she had entered into, and the Civil Court had so-ordered, the stipulations in reliance on landlord's false representations and without either tenant or the Civil Court knowing the true legal rent. Tenant's averment is

uncontroverted, as landlord has submitted no affidavit during the entire course of these proceedings.

It is now undisputed that, although the petition did not so state, landlord had applied for and received an *RPTL 421-a* tax **[*33]** abatement (*see 28 RCNY 6-01 et seq.*), and that, pursuant to the terms of that program, tenant's apartment is subject to rent stabilization. Since tenant was the first occupant of the premises, in 2005, and the initial rent she paid was $2,933, that sum became the initial legal regulated rent and all subsequent legal rents should have been calculated from that base (*see RSC § 2521.1 [g]*; *125 Ct. St., LLC v Sher, 58 Misc 3d 150[A], 94 N.Y.S.3d 539, 2018 NY Slip Op 50092[U] [App Term, 2d Dept, 2d, 11th & 13th Jud Dists 2018]*).[1]

From 2005 through 2009, landlord variously registered the apartment with DHCR as "high rent vacancy" "permanently exempt," as rent stabilized with a legal maximum rent of $8,000, and as charging tenant a "preferential rent." These registrations were false **[***8]** and, therefore, "a nullity" (*Thornton v Baron, 5 NY3d 175, 181, 833 N.E.2d 261, 800 N.Y.S.2d 118 [2005]*). ***HN2***[⬆] "A landlord's failure to file a proper and timely annual rent registration statement results in the rent being frozen at the level of the legal regulated rent listed in the last preceding registration statement and, therefore, bars the landlord from collecting any rent in excess of that legal regulated rent until a proper registration is filed" (*Samson Mgt., LLC v Cordero, 112 N.Y.S.3d 422, 62 Misc 3d 129[A], 2018 NY Slip Op 51879[U], *2 [App Term, 2d Dept, 2d, 11th & 13th Jud Dists 2018]*; *see Bradbury v 342 W. 30th St. Corp., 84 AD3d 681, 683-684, 924 N.Y.S.2d 349 [2011]*; *Jazilek v Abart Holdings, LLC, 72 AD3d 529, 531, 899 N.Y.S.2d 198 [2010]*).

Accordingly, the legal maximum rent remained at the initial legal rent, $2,933, for the entire relevant period. Not only did tenant owe no arrears at the time that she entered into the stipulations, she had, in fact, overpaid. Moreover, the 2009 renewal lease that she refused to sign misstated the legal maximum rent and contained a proposed illegal rent of $4,276 (*see RSC § 2523.5 [a]*). Additionally, because that renewal lease failed to contain the notice that stabilization coverage would expire following the expiration of the tax benefit, tenant was **[*34]** entitled to the protection of rent-stabilized status for the duration of her tenancy (*see* Rent Stabilization Law of 1969 [*Administrative Code of City of NY] § 26-504 [c]*; *RSC § 2520.11 [o] [2]*; *Gersten v 56 7th Ave., LLC, 88 AD3d 189, 928 N.Y.S.2d 515 [2011]*).

HN3[⬆] The Rent Stabilization Code provides that it is "unlawful, regardless of any contract . . . **[***9]** for any person to demand or receive, any rent for any housing accommodation in excess of the legal regulated rent . . . in violation of any regulation . . . **[**822]** under the [Rent Stabilization Law] or this Code" (*RSC § 2525.1*). Moreover, landlord was required to correctly plead the apartment's regulatory status as subject to *RPTL 421-a* (*see Park Props. Assoc., L.P. v Williams, 38 Misc 3d 35, 959 N.Y.S.2d 798 [App Term, 2d Dept, 2d, 11th & 13th Jud Dists 2012]*; *Volunteers of Am.-Greater NY, Inc. v Almonte, 17 Misc 3d 57, 847 N.Y.S.2d 327 [App Term, 2d Dept, 2d & 11th Jud Dists 2007]*, *affd 65 AD3d 1155, 886 N.Y.S.2d 46 [2009]*).

Landlord's argument that the June 14, 2011 letter was not new or that it would not have changed the prior determination is unavailing. The letter is dated one month after the Civil Court's May 20, 2011 order denying tenant's motion to vacate the stipulations, and was thus not discoverable at the

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[1] Pursuant to ***RSC § 2521.1 (g)***:

"The initial legal rent for a housing accommodation constructed pursuant to *section 421-a of the Real Property Tax Law* shall be the initial adjusted monthly rent charged and paid but not higher than the rent approved by HPD[.]"

Here, the actual rent charged and paid is lower than the HPD initial rent cap of $5,480. However, landlord had no basis for registering a legal rent of $8,000 or characterizing the initial rent paid by tenant as a "preferential rent."

time the motion was made. Furthermore, the only way that tenant could have obtained the information contained in the June 14, 2011 letter was by filing a FOIL request with HPD. Landlord cites no authority for the proposition that a tenant is required to make a FOIL request, rather than rely on the truth of the publicly available registrations which a landlord is required by law to file annually with DHCR, for information about the legal status and legal rent of her apartment. **[***10]** On the contrary, tenant was entitled, in the first instance, to rely on the truthfulness of landlord's registrations. Moreover, while tenant's answer interposed an affirmative defense stating that the lease renewal listed a rent beyond DHCR guidelines, she did not know at that time that the information included in the registrations by landlord was false. Indeed, if tenant had had any inkling of the magnitude of the falsity of landlord's rent registrations, tenant presumably would not have agreed in the stipulations to pay landlord $12,000 and would instead have interposed a counterclaim. It was only in 2013, when tenant obtained the June 14, 2011 letter, that she understood the true nature of landlord's deceptions. In **[****3]** view of the foregoing, we find that the letter, which revealed landlord's false and deceptive actions, was newly discovered evidence satisfying tenant's "heavy burden of showing due diligence" to meet the requirement **[*35]** for granting the branch of tenant's motion for leave to renew her motion to vacate the stipulations (*Andrews, 90 AD3d at 963* [internal quotation marks omitted]).

In any event, ***HN4***[↑] "[a] motion to renew is intended to draw the court's attention to new or additional facts which, although **[***11]** in existence at the time of the original motion, were unknown to the party seeking leave to renew and therefore not brought to the court's attention" (*Natale v Jeffrey Samel & Assoc., 264 AD2d 384, 385, 693 N.Y.S.2d 631 [1999]*). "[T]his requirement is a flexible one and the court, in its discretion, may grant renewal, in the interest of justice, upon facts which were known to the movant where the movant offers a reasonable justification for failing to submit them on the earlier motion" (*Gomez v Needham Capital Group, Inc.,7 AD3d 568, 569, 775 N.Y.S.2d 903 [2004]*; *see Petsako v Zweig, 8 AD3d 355, 777 N.Y.S.2d 765 [2004]*; *Mollin v County of Nassau, 2 AD3d 600, 769 N.Y.S.2d 59 [2003]*; *Mejia v Nanni, 307 AD2d 870, 871, 763 N.Y.S.2d 611 [2003]*; *Sorto v South Nassau Community Hosp., 273 AD2d 373, 710 N.Y.S.2d 910 [2000]*; *but see Renna v Gullo, 19 AD3d at 473*; *Greene v New York City Hous. Auth., 283 AD2d 458, 459, 724 N.Y.S.2d 631 [2001]*). "[E]ven if the vigorous requirements for renewal are not met, such relief may be properly granted so as not to defeat substantive fairness" (*Tishman Constr. Corp. of NY, 280 AD2d at 377* [internal quotation marks omitted]). Indeed, in light of landlord's alleged misrepresentations, it is also appropriate to grant tenant's motion for **[**823]** leave to renew in the interest of justice (*see CPLR 5015 [a] [3]*; *Woodson v Mendon Leasing Corp., 100 NY2d 62, 68, 790 N.E.2d 1156, 760 N.Y.S.2d 727 [2003]*; *Goldman v Cotter, 10 AD3d 289, 781 N.Y.S.2d 28 [2004]*).

HN5[↑] While a stipulation of settlement is essentially a contract and will not be lightly set aside, a stipulation may be set aside where there is proof that the stipulation was tainted by fraud, collusion, mistake or other ground sufficient to invalidate a contract (*see Hallock v State of New York, 64 NY2d 224, 230, 474 N.E.2d 1178, 485 N.Y.S.2d 510 [1984]*; *Matter of Frutiger, 29 NY2d 143, 149-150, 272 N.E.2d 543, 324 N.Y.S.2d 36 [1971]*). In addition, courts possess the discretionary authority to relieve parties from the consequences of a stipulation "if it appears that the stipulation **[***12]** was entered into inadvisedly or that it would be inequitable to hold the parties to it" (*Matter of Frutiger, 29 NY2d at 150* [internal quotation marks and citation omitted]; *accord 1420 Concourse Corp. v Cruz, 135 AD2d 371, 373, 521 N.Y.S.2d 429 [1987]*; *see Weitz v Murphy, 241 AD2d 547, 548, 661 N.Y.S.2d 646 [1997]*; *Samson Mgt., LLC, 62 Misc 3d 129[A], 112 N.Y.S.3d 422, 2018 NY Slip Op 51879[U], *2*; *Park Props. Assoc., L.P., 38 Misc 3d at 37*).

The stipulations sought to be vacated settled this holdover proceeding, which proceeding was based on tenant's refusal to **[*36]** sign a renewal lease containing an illegal rent. As demonstrated above, tenant was justified in refusing to sign the renewal lease (*see RSC § 2524.3 [f]*; *Haberman v Neumann, 2003 N.Y. Misc. LEXIS 55, 2003 NY Slip Op 50031[U] [App Term, 1st Dept 2003]*). Moreover, while landlord maintained that tenant owed $22,423.21 pursuant to the stipulations, both parties ultimately agreed to the entry of a final judgment of possession and a money judgment in favor of landlord in the sum of $12,000, when no amount was due and owing and tenant had, in fact, overpaid. As landlord's misrepresentations induced tenant to enter into the stipulations in which tenant received no consideration and forfeited a valuable leasehold, we find that the stipulations should be set aside as inadvisedly entered into (*see Matter of Frutiger, 29 NY2d 143*; *see also CPLR 5015 [a] [3]*). We therefore exercise our discretion to grant the **[**824]** branch of tenant's motion seeking to vacate the stipulations and the final judgment entered pursuant thereto, as, under the **[****4]** particular circumstances presented, we cannot **[***13]** let stand the final judgment that is based on tenant's refusal to sign a renewal lease bearing an illegal rent.

In view of the foregoing, the branch of tenant's motion seeking to dismiss the petition should have been granted. The branch of tenant's motion seeking to be restored to possession must be determined by the Civil Court following the joinder of the new tenant in possession, if any (*see CPLR 5015 [d]*; *Matter of Brusco v Braun, 84 NY2d 674, 682, 645 N.E.2d 724, 621 N.Y.S.2d 291 [1994]*; *467 42nd St. v Decker, 186 Misc 2d 439, 440, 719 N.Y.S.2d 798 [App Term, 2d Dept, 2d & 11th Jud Dists 2000]*; *Davern Realty Corp. v Vaughn, 161 Misc 2d 550, 551, 616 N.Y.S.2d 683 [App Term, 2d Dept, 2d & 11th Jud Dists 1994]*). We do not disturb the denial of the branch of tenant's motion seeking attorney's fees, as tenant failed to introduce the lease to show that it provides for an award to landlord of attorney's fees (*see Real Property Law § 234*; *Attia v Imoukhuede, 55 Misc 3d 135[A], 57 N.Y.S.3d 674, 2017 NY Slip Op 50490[U] [App Term, 2d Dept, 9th & 10th Jud Dists 2017]*).

Accordingly, the order entered April 18, 2018 is modified by providing that the branch of tenant's motion seeking leave to renew her prior motion is granted and, upon renewal, the branches of the prior motion seeking to vacate the two stipulations of settlement and the final judgment are granted, upon such vacatur, the branch of the motion seeking to dismiss the petition is granted and the matter is remitted to the Civil Court for a determination **[***14]** of the branch of tenant's motion seeking to **[*37]** be restored to possession following the joinder of the new tenant in possession, if any.

ALIOTTA, J.P., and PESCE, J., concur.

Concur by: ELLIOT (In Part)

Dissent by: ELLIOT (In Part)

Dissent

ELLIOT, J., concurs in part and dissents in part, and votes to modify the order by providing that the branch of tenant's motion seeking leave to renew her prior motion is granted and, upon renewal, the branch of the prior motion seeking to vacate the two stipulations of settlement is granted only to the extent of vacating those portions thereof which obligated tenant to pay prospective use and occupancy at the rate of $3,576, in the following memorandum:

While a landlord's act of, among other things, filing false rent registrations with the Department of Housing and Community Renewal (DHCR) cannot be sanctioned by the courts, I respectfully submit that the majority stretches too far beyond the issue which has specifically been presented to both the Civil Court and now this court, in an attempt to rectify a perceived wrong. Thus, for the reasons that follow, I concur in part and dissent in part to

the extent that I vote that the comprehensive and well-reasoned order of the Civil Court, **[***15]** entered April 18, 2018, should be modified by providing that the branch of tenant's motion seeking leave to renew her prior motion is granted and, upon renewal, the branch of the prior motion seeking to vacate the two stipulations of settlement is granted only to the extent of vacating those portions thereof which obligated tenant to pay prospective use and occupancy at the rate of $3,576; as so modified, the order should otherwise be affirmed.

This was a holdover proceeding commenced by landlord to recover possession for tenant's failure to execute a renewal lease which, apparently concededly at this juncture, contained an illegal rent. This was not a nonpayment proceeding, nor did tenant interpose a counterclaim alleging rent overcharge during the lease period. The petition, in addition to alleging that tenant continued to reside in the apartment after the lease expiration, sought to recover use and occupancy—set at $3,576 per month—for the period tenant was holding over.

Tenant, an attorney, represented by various counsel throughout this litigation, answered **[****5]** the petition and raised a number of affirmative defenses, including, most notably, two which asserted that the renewal lease **[***16]** offered by landlord listed a rent beyond the amount permissible pursuant to DHCR guidelines and, accordingly, that tenant was under no obligation to execute said lease. Instead of choosing litigation following the joinder of issue, the parties elected at that time, as was their **[*38]** choice to do, to settle the holdover proceeding. The first stipulation of settlement, among other things, awarded landlord past rent/use and occupancy in the amount of $12,891.03. Tenant, by different counsel, successfully amended the stipulation, which reduced the amount owed to $12,000. Tenant then enlisted new counsel and moved to vacate both stipulations on the ground that she had inadvertently waived her right to cure the failure to renew the lease. This was also the basis for her first appeal to this court. Significantly, in opposition to landlord's cross motion for sanctions, tenant explained that she had "questioned the amount of the rent in the months prior to **[**825]** the holdover proceeding" and, to that end, she points to requests she filed with DHCR in October 2009 and August 2010, which revealed to her that landlord was the recipient of an *RPTL 421-a* tax abatement but had been improperly registering the building **[***17]** as exempt rather than rent stabilized.

Notwithstanding tenant's knowledge of landlord's false registrations prior to her entry into the stipulations of settlement—(1) before commencement of the holdover proceeding, by virtue of her admission in opposition to landlord's cross motion that, among other things, she had requested rent registrations from DHCR prior to the commencement of the proceeding, which had revealed the apartment's regulatory status;[2] and (2) just after the commencement of the proceeding, by virtue of her having interposed defenses which made allegations of landlord's **[****6]** illegal rent demands—tenant now claims, and the majority renders the conclusion, that tenant's discovery in 2013 of the June 14, 2011 letter constituted newly discovered evidence of landlord's disregard of rent stabilization laws, warranting renewal and vacatur in toto. The majority reasons that both tenant's discovery as well as the letter itself postdate the

[2] The majority also appears to set a precedent that landlord is required to specifically plead the apartment's regulatory status as being subject to *RPTL 421-a*. The cases to which the majority cites involve landlords who entirely omitted that the subject apartments were subject to any form of regulation. Conversely, landlord herein alleged the following in its petition: (1) the apartment was subject to the Rent Stabilization Law; (2) the apartment was registered with DHCR; and (3) reference was made to the notice of termination, which indicated that the reason for termination was pursuant to the Rent Stabilization Code. This is not the type of petition that would render tenant unable to determine the scope of her rights (*cf. Park Props. Assoc., L.P. v Williams, 38 Misc 3d 35, 959 N.Y.S.2d 798 [App Term, 2d Dept, 2d, 11th & 13th Jud Dists 2012]* [cited by the majority]). In fact, the sufficiency of the petition in alleging its regulatory status is evident upon review of tenant's affirmative defenses.

[*39] Civil Court's decision denying her motion to vacate the stipulations and that the letter "was thus not discoverable at the time the [prior] motion was made." While, no doubt, tenant could not have been aware of a particular fact (the June 14, 2011 **[***18]** letter) which had not yet come into existence at the time, that is not the standard to be used on a renewal motion. Tenant was indeed aware that the issue of landlord's false DHCR filings existed. Despite the majority's speculative assumption as to what tenant would have done if she had the letter earlier, the letter merely represents another piece of evidence which she happened to discover later in time. The letter was "merely cumulative with respect to the factual material" already presented and of which she was aware; it does not, thus, constitute newly discovered evidence sufficient to support the majority's conclusion (*Matter of Wydra v Brach, 144 AD3d 932, 933, 41 N.Y.S.3d 287 [2016]*; *see Varela v Clark, 134 AD3d 925, 21 N.Y.S.3d 331 [2015]*; *Matter of Orange & Rockland Util. v Assessor of Town of Haverstraw, 304 AD2d 668, 758 N.Y.S.2d 151 [2003])*.[3]

[826]** The majority's holding in this case would result in tenant having the benefit of labeling any information she obtained post-signing of her stipulations of settlement regarding the issue of landlord's false filings with DHCR newly discovered; she charted her own procedural course in this litigation, having settled the matter at the time and in the manner in which she did.

Neither can tenant succeed on fraud. As pointed out above, landlord commenced a holdover—not a nonpayment—proceeding. Thus, as is corollary to such a proceeding, landlord was entitled **[***19]** to seek use and occupancy for the period tenant was holding over. The parties were free to settle the issue of past use and occupancy owed—and admittedly not paid by tenant, as stipulated—and tenant was entitled to surrender possession (*see e.g. Merwest Realty Corp. v Prager, 264 AD2d 313, 694 N.Y.S.2d 38 [1999]* [while the Rent and Rehabilitation Law is intended to protect the rights of a rent-controlled tenant, it does not prohibit a tenant from agreeing to surrender possession in resolution **[*40]** of a summary holdover proceeding]). Two points bear repeating. The first is that tenant had a choice to litigate the issue of whether landlord's holdover proceeding was proper; tenant chose to surrender possession. The second, somewhat related, and perhaps more **[****7]** significant point, is that landlord did not commence a nonpayment proceeding against tenant, nor did tenant make a counterclaim for rent overcharge from 2005 to 2009. Therefore, landlord's conduct from 2005 to 2009—upon which the majority heavily relies, particularly to justify its conclusion, to wit, that tenant "overpaid" rent or that she, "in fact," owed nothing to landlord—is irrelevant for purposes of this proceeding. The majority's calculation of what tenant's rent was versus what it should have **[***20]** been from 2005 to 2009 is appropriate only for the purpose of assessing what landlord would have been entitled to collect for use and occupancy during the time period that the parties' lease expired.[4]

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[3] The majority posits that tenant was entitled to rely on the truth of the publicly available registrations which landlord was required by law to file annually with DHCR. On the contrary, "[t]he fact that a registered rent is filed with DHCR is not dispositive of whether that rent is the legal rent under the Rent Stabilization Code" (*Sage Franklin LLC v Cameron, 10 Misc 3d 1069[A], 814 N.Y.S.2d 565, 2005 NY Slip Op 52191[U], *2 [Civ Ct, Kings County 2005]*). Nor did tenant, in fact, rely on those rent registrations: her answer specifically raised the issue that landlord was charging rent beyond that which was permitted by DHCR guidelines.

[4] It is worth noting that use and occupancy for January 2010 to June 2010 (the alleged holdover period), using the initial legal rent of $2,933 per month, is $17,598. The parties settled on $12,000. It would appear that the majority renders its conclusion by implicitly making a determination—without evidence in the record as to the exact amount of rent tenant paid each month from 2005 through 2009—that she overpaid during that period, and then using the speculated amount of overpayment as an offset to the amount to which landlord would have been entitled for use and occupancy post-expiration of the lease and which ultimately formed the basis for the amount included in the final judgment of possession. Though vigorously argued by tenant (and certainly not without potential merit in the proper case), there is no basis for this analysis in a simple holdover proceeding.

To that end though, I agree with the majority opinion that it is appropriate to grant tenant's motion for leave to renew in the interest of justice, as courts may relieve parties from the consequences of a stipulation that was entered into inadvisably or where it would be inequitable to hold the parties to it; however, given the above, it must be limited in scope to the extent that only the portion of the respective stipulations setting use and occupancy at $3,576 for the period of time that the warrant of execution was stayed (i.e., prospective use and occupancy until the date the parties stipulated that she would surrender possession) must be declared void since it purports to waive tenant's right to a legal regulated rent (*see RSC § 2520.13*; *Kings Highway Realty Corp. v Riley, 35 Misc 3d 127[A], 950 N.Y.S.2d 723, 2012 NY Slip Op 50572[U] [App Term, 2d Dept, 2d, 11th & 13th Jud Dists 2012]*; *716 Lefferts, LLC v Goldstock, 2001 N.Y. Misc. LEXIS 1072, 2001 NY Slip Op 40631[U]* ***[**827]*** *[App Term, 2d Dept, 2d & 11th Jud Dists 2001]*). I do not believe that the **[*41]** interest of justice warrants complete vacatur of the stipulations of settlement and final judgment of possession, dismissal of the **[***21]** petition, and consideration of the issue of restoring tenant to possession. The interest of justice will not be served particularly with respect to the latter issue, which could involve the displacement of a tenant who may have been in occupancy for years by this point.

For the aforementioned reasons, I concur in part and dissent in part.

Decision Date: December 20, 2019

End of Document

November 18, 2021

NYC Council Hearing on River Ring Project

Jose Leon, Dep. Executive Director, St. Nicks Alliance

Dear NYC Council Members,

Thank you for the opportunity to testify today on the River Ring Project.
I am with St. Nicks Alliance and St. Nicks Alliance, Los Sures and El Puente, make up the Community Coalition. We are all grassroots mission driven organizations engaged in affordable housing, environmental justice and creating access for low income people seeking a foothold in the economic growth of New York City. My testimony on recommendations from the Coalition has been presented to Community Board #1, the Brooklyn Borough President's Office and to Councilmembers Stephen Levin and Antonio Reynoso. I will speak about the Coalition's recommendations on affordable housing and jobs and a colleague from El Puente will speak on energy and the environment.

Collectively, the Coalition has engaged Two Trees and other developers during the rezoning of industrial land to residential for Community Benefits. In the Domino Park rezoning that advocacy led environmental justice gains as exemplified in the award-winning Domino Park and the over 85 construction jobs created and affordable housing set asides. Two Trees has been a leader amongst developers in proactive community engagement in these efforts with great success. Now there is a starting wage of $20 per hour for construction placements and contribution to cost of local training. We ask that they continue this commitment to the community.

While we understand concerns about height and density, creating deeply affordable housing and underwriting improvements to the environment and creating jobs is a greater priority concern for the community and Coalition. We support the River Ring Project with these recommendations:

1. The Community Board #1 has set a condition of 50% affordable of the units to be developed. We demand that a minimum of 40% of these units be available to residents with incomes of **40% AMI.** Most of the current inclusionary units are at the 80%-120% AMI and too often are filled by rising young professionals who have far more housing options.
2. Affordable units are made affordable in perpetuity.
3. Hire for 100 construction jobs (50 per building) and underwrite training cost.
4. Provide access to 10 union scale building services jobs.
5. Commitment to a Career Path approach on wages and skill growth leading to $50,000 annual salary after 12 months of employment for high performing local workers placed at the site.

Two Trees has been exemplary in working with community groups and residents to create a new point of access to construction jobs and exceeded commitments in the last Domino site rezoning goals. We hope that they can continue and accommodate the Coalition's requests on River Ring.

We encourage you to support our recommendations. Thank you.

From:	Lauren Tartaglia
To:	Land Use Testimony
Subject:	[EXTERNAL] River Ring
Date:	Tuesday, November 16, 2021 6:32:17 PM

Hello,
I am a resident of Williamsburg and am concerned about the River Ring proposal. I am concerned that another apartment building in this community will bring more traffic, more pollution and garbage, and will put a strain on our L train.I don't see any benefits to building the RIver Ring. It is a monstrosity, and, frankly, pure hubris. PLease say NO to the River Ring project.

--
Lauren

From:	Matt Emmi
To:	Land Use Testimony
Subject:	[EXTERNAL] River ring rezoning : AGAINST
Date:	Thursday, November 18, 2021 9:28:01 AM

I have operated a business for 12 years in Greenpoint and live in Williamsburg accent to the proposed development.

There are many thoughtful items about the river ring rezoning proposal but as a businessperson I can not fathom any reason why the city should grant the opening offer.

This process should be a Negotiation between the residents the city and the developer. The current proposal is no different from the pre-Covid opening offer made 3 years ago and incorporates no community feedback.

It's unfathomable to me that, as neighbors, we wouldn't have the opportunity to see the developers to rework the proposal based on the conditions applied in the city council meeting, three years of neighborhood feedback and from the impact of an ongoing endemic.

A yes to this rezoning retards a fair process, robs the community of the ability to negotiate and puts the developer in the most favorable financial condition at the expense of the neighborhood.

We deserve a discussion and a Negotiation around what is arguably the most important decision Our neighborhood will face in the next 30 years.

Matthew Emmi - OneButton
720.352.5297 • 67 West St #527 Brooklyn NY 11222 • **onebtn.com**

From: Olympios Katsiaouni
To: Land Use Testimony
Subject: [EXTERNAL] River Ring City Council Hearing
Date: Thursday, November 18, 2021 11:14:59 AM

November 18, 2021

Dear Fellow Citizens and Members of the Council,

We seemed to have come full circle. The strong objections raised from the very beginning, by individuals, families, organizations, companies and representatives, if anything, have grown stronger. A basic one is that sanitation, transport, by road, over water, and by subway, affordable housing, spaces of leisure and recreation have taken a back seat. Both the Developer and the special interests that might benefit have seen to that. In fact the very promises and commitments made by the Developer and his Associates, at meetings, and I was there, and in writing seemed to have been torn up. Indeed, the opposite is the case. That suggests a more ambitious and bland development that casts additional doubts about the future of the neighborhood and of Williamsburg in general. Oh, he says, never mind the new shadows, and community displacement, look at the expanse towards the water and the sea! Really? Families do not live in water. They use it for leisure, transportation, to drink, take their kids to play and themselves to relax. But if they come from areas where the proposed monstrocity creates congestion and casts huge shadows that darkens their sky, where is the benefit?

A second set of objections are that the proposed development does not strengthen the economic, social and environmental links in Williamsburg or Brooklyn at large. How could it? Creating a thousand (?) plus rentals with residents trying to get elsewhere for work, school or meeting others is taking pluses out and putting negatives in the pot. Jobs will not only be less diversified but the economic base, small shops, different occupations, and talent, both artistic and hard nose businesses, will be constricted. Of course the current Developer claims for construction jobs are self-serving. How could it be done otherwise? He, the Developer, has to dig, bring sand and cement, make concrete, cut roads, clog the surrounding roads with flat-beds and trucks, surface new areas and build up in the sky. All these activities need hands, be it temporary and dangerous. Who pays but the community and the workers if they get injured, displaced, or made redundant after their bit is completed. Trying to get numbers and commitments to well paid jobs that are not temporary has never been easy. With this Developer is nigh impossible both by his silence and a rotten record of promises.

Third, the fiscal and taxation implications are totally one-sided. Of course it would be wonderful if the housing was made more affordable, indeed equally wonderful if the Developer kept his past promises in this direction. He has not and he won't. What will the City Council do? Structures, especially of this scale and size, cannot either be easily changed or otherwise bend to the wishes of enlightened policy makers. Subsidies are up front, and double checked and secured, payoff, vague, flawed and clearly made under duress. That is because the Developer will not get his way otherwise.

When you, an integral part of Brooklyn, and our community, are satisfied that you have answers to the above then go full steam and provide the required policies. Otherwise take all bets, and associated risks, off the table and simply say No to the Developers his hard-cash-pipe-dreams.

Respectfully,

Olympios Katsiaouni

Retired, with children and grandchildren in Williamsburg and keen to resettle there under a fairer and livable future.

Regional Plan Association

RPA comments to New York City Council Subcommittee on Zoning and Franchises regarding River Ring Project CEQR # 21DCP157K ULURP # N220063ZRK

Background

The applicant, River Street Partners LLC, seeks a Zoning Map Amendment, Zoning Text Amendments, Large-Scale General Development Special Permits, a change to the City map with regards to portions of Metropolitan Avenue and North First Street, Waterfront Certification and Authorizations, and a Landfill action to facilitate a new mixed-use development with approximately 1,050 residential units including 263 affordable units, commercial, community facility space, and waterfront public access areas in Williamsburg, Community District 1, Brooklyn.

RPA Supports River Ring

RPA fully supports the proposed River Ring development and the requested land use actions. We are particularly enthusiastic about the associated resiliency measures and innovative water management initiatives that are part of this project.

As a highly developed, dense waterfront city with 520 miles of shoreline, New York City is centered directly in the crosshairs of the climate crisis. In addition to the other climate impacts of heat and increased precipitation, the slow, steady, and accelerating rise of sea levels threatens to permanently inundate neighborhoods and infrastructure, while deepening the reach and destruction of more frequent and intense coastal storms. The COVID pandemic also vividly demonstrated the importance and benefits of having access to quality open space. But We also have a deficit of open space, only 66 percent of New Yorkers are within a five-minute walk to a park and Community District 1 in Brooklyn has one of the lowest amounts of parkland per capita within the city.[1]

Faced with the worsening impacts of climate change, New York City must make critical decisions around existing and future development in flood hazard areas if it is to continue to thrive while safeguarding its residents. At the same time, there is an urgent need to address the lack of urban parks.

In RPA's own Fourth Regional Plan, we called for a combination of resiliency strategies – including zoning changes, and investments in engineered and nature-based solutions – to adequately adapt to our changing coastline and provide access to new open space.[2] In this regard the River Ring development could serve as a regional model. This project will help set new resiliency standards for future development projects in the city and beyond.

Proposed Resiliency Measures

With its novel shoreline design that includes a soft edge with nature-based features, River Ring could serve as a new regional model for rethinking the urban edge for greater resilience and waterfront accessibility.

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[1] New Yorkers for Parks Open Space Profiles 2021 Brooklyn Community District 1: http://www.ny4p.org/client-uploads/pdf/District-Profiles-2021/NY4P-Profiles_BK1.pdf

[2] Regional Plan Association Fourth Regional Plan Climate: http://fourthplan.org/action/climate

The project will link the existing waterfront parks and esplanades along the East River shoreline in Brooklyn. The creation of a park at River Ring will enhance access for active and passive recreation activities for communities in North Brooklyn. The project would achieve this by connecting a string of public parks and open space that stretches from the Navy Yard to Newtown Creek. The proposal will also enhance the resiliency of these neighborhoods by reducing the impacts from storm surge. By increasing the linear distance of the shoreline, the waterfront park and protective cove will offer multiple touchpoints for dissipating energy and attenuating wave action.

The Draft Environmental Impact Statement (DEIS) concludes that the breakwaters and groin would reduce the energy of crashing waves on the shoreline, making flood waves break away from the shoreline.[3] As a result, wave heights inside the protected area will be reduced to one foot or less along the shoreline. This will reduce the potential for shoreline erosion while also providing a partially enclosed, protected aquatic habitat. These features would further protect the public waterfront open space and upland residential buildings, including beyond the Proposed Development Site. Additionally, the Proposed Development would comply with applicable New York City Building Codes and FEMA requirements and would incorporate resiliency measures accounting for projected future sea-level rise. The Proposed Development would not impede floodwaters or raise the base flood elevation (BFE).

<u>The Proposal is Aligned with Public Policy</u>
The Proposed Actions would also promote the policies outlined in the New York City Waterfront Revitalization Program (WRP), facilitating new residential, commercial, and community facility development in an appropriate waterfront location and substantially improving waterfront access.[4]

The proposal minimizes losses from flooding and erosion by employing non-structural and structural management measures. The Proposed Development would not impede floodwaters or raise the base flood elevation. As the Development Site is located within a 100-year flood zone, the development has been designed to incorporate flood mitigation measures with wet and dry floodproofing strategies. Entrances to the buildings, the parking garage, and all loading areas would utilize either wet or dry floodproofing measures in compliance with "Appendix G" of the New York City Building Code, ASCE 24, and FEMA guidelines. The residential uses at the ground floor of the building would be raised out of the flood zone to an elevation of approximately 12.1 feet above sea level, in compliance with ASCE 24. The non-residential uses at the ground floor of the building would utilize dry floodproofing measures in compliance with ASCE 24. In areas utilizing the wet floodproofing method, Mechanical equipment, electrical rooms, gas meter, water meter and pump rooms would be located above the DFE (design flood elevation) in compliance with ASCE 24-14. In the areas utilizing dry floodproofing measures, utility lines or systems will be protected by the dry floodproofing. Accordingly, the Proposed Development would not result in significant adverse floodplain impacts, and would promote the goals of the WRP.

The proposal integrates consideration of the latest New York City projections on climate change and sea-level rise. The elevation of the lowest ground floor of the Proposed Development's two buildings, the lowest cellar level for community facility space, and cellar parking level are expected to be below the 2020 1 percent annual chance floodplain. If these areas were to fall below the elevation of the current 1 percent annual chance floodplain, it could result in a loss of building services, damage to property and cars, loss of inventory, or potentially increased flood insurance costs. However, the NPCC recommends that these projections not be used to judge site-specific risks as they are subject to change. Furthermore, the

[3] CEQR # 21DCP157K. Draft Environmental Impact Statement Chapter 9
https://a002-ceqraccess.nyc.gov/ceqr/Details?data=MjFEQ1AxNTdL0&signature=afd15a627ab61ae6fd4cb437403d863025ddef47
[4] CEQR # 21DCP157K. Draft Environmental Impact Statement Chapter 2
https://a002-ceqraccess.nyc.gov/ceqr/Details?data=MjFEQ1AxNTdL0&signature=afd15a627ab61ae6fd4cb437403d863025ddef4

second floor and above (minimum elevation of 31'-9") would be located well above the current and future 1 percent annual chance floodplain under high projections. Similarly, the lowest level of mechanical equipment is to be located on the 25th floor (287 feet in elevation - NAVD88), well above the current and future 1 percent annual chance floodplain under high projections.

The Proposed Development would be designed and constructed in accordance with all applicable state and city flooding and erosion regulations, including New York City Administrative Code, Title 28, Section 104.9 ("Coastal Zones and Water-Sensitive Inland Zones"). All new vulnerable or critical features would be protected through future adaptive actions that would incorporate flood damage reduction elements.

Additional Considerations

Several ideas have been proposed throughout the public review process, in particular two mentioned in the resolution of the Borough President's Office should be further considered.[5]

There is a general need to improve eligibility and participation in the affordable housing lottery process. Local groups in the area have capacity to increase participation. We agree that Northern Brooklyn local nonprofits should serve as the affordable housing administrator and/or marketing agent to promote lottery readiness. In addition, the selection process could be modified to factor housing cost burden. By incorporating housing cost burden as part of the eligibility criteria for households in the lowest income brackets, the development would maximize opportunities to secure affordable housing for those in greater needs.[6]

Advancing the completion of Bushwick Inlet Park is very much in alignment with the goal of creating a more continuous accessible waterfront for northern Brooklyn. As such there is a tangible opportunity to help complete Bushwick Inlet Park in exchange for the land resulting from demapping portions of Metropolitan Avenue and North First Street (part of the proposed actions). This city owned land would provide 190,728 sq. ft. of development rights (at 7.2 FAR). It seems reasonable to transfer that land in exchange of the applicant depositing the proceeds of fair market value to NYC Parks and the city committing to complete Bushwick Inlet Park.[7]

The feasibility of these considerations needs to be validated. We believe that the City Council can play an important role in facilitating discussions between the applicant and various city agencies, including but not limited to the Department of Housing Preservation and Development, Department of Parks and Recreation, and Department of Citywide Administrative Services.

Conclusion

We need to see more of this kind of innovation and forward-thinking along our urban coastlines. River Ring will serve as a regional model for rethinking resilience and waterfront access. This project will set new standards for future development projects in the city and beyond. RPA encourages the City Council to support and approve the requested actions that would facilitate this development.

Thank you for your time and consideration of this proposal.

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[5] Brooklyn Borough President Recommendations to City Planning Commission: https://www.brooklyn-usa.org/wp-content/uploads/2021/10/CD-1-River-Ring-210425-MMK-220061-MLK-220062-ZMK-220063-ZRK-220064-ZSK-220070-ZSK.pdf

[6] Ibid

[7] Ibid

From: Scott Baker
To: Land Use Testimony
Subject: [EXTERNAL] River Ring Additional Testimony
Date: Thursday, November 18, 2021 1:14:38 PM

Dear Council Members:

In addition to my oral testimony today, I would like to bring attention to the transportation/infrastructure issues.

I suggest that a new ferry terminal be considered for this area, and if approved, that Two Trees pay for part of it, since the developers will benefit from it.

Other infrastructure needs can be addressed in the normal process, as are all new waterfront projects being built today.

Loss of views and shadows and not legitimate, or reasonable, reasons to reject the proposal, which is forward-looking and exceptional.

The affordable housing component is considered deeply affordable at 40-60% of AMI, and Two Trees should be held to that.

I support the project based upon these commitments.

Scott Baker, WEDG
Originator & Designer of the RiverArch.
Video & Summary comments: http://bit.ly/Riverarch
The Broadsheet Interview: http://bit.ly/BroadsheetRA
The Angel Investment Network: https://bit.ly/RiverArch-AIN
Alignable: https://www.alignable.com/new-york-ny/riverarch-ventures-startup
Ride Leader & Organizer Urban Cyclists (~2,500 members):
https://www.meetup.com/UrbanCyclists/
Board Member of Common Ground-USA
Senior Advisor, Public Banking Institute
Opednews Blogger/Managing Editor
Author: "America is Not Broke!"
Video/Radio/TV Appearances & Slideshows here:
http://newthinking.blogspot.com/

Testimony on River Ring Rezoning

To the New York City Council - Subcommittee on Zoning and Franchises

Susan Albrecht, Community Resident

November 18, 2021

I am a 30-year resident of North Brooklyn and former member Community Board #1.

I am speaking in opposition of the proposed rezoning known as River Ring.

Before I begin my testimony, I ask the City Council Legal Staff and the Department of City Planning to review the validity of the Initial Public Hearing on this matter that was held in-person on September 1, 2021. There was no opportunity for members of the community to join the meeting remotely and no video was made of the hearing to inform the public on the details of this very significant project. On that evening, New York City experienced an unprecedented rainstorm caused by the remnants of Hurricane Ida. The Mayor of New York City urged residents not to travel and issued a state of emergency, but this initial and important rezoning hearing was held. I attended it and made testimony, but as the Community Board District manager called for comments from those who has pre-registered to speak, dozens did not appear, most likely heeding the official state of emergency warning.

I believe that the initial September 1 public hearing should be deemed invalid because of the state of emergency and ask that this process be thoroughly examined. But we are here today and the ULURP process for the River Ring application has continued at an unprecedented speed to railroad this rezoning through all channels before the end of this Administration.

The River Ring project is too large for our already congested neighborhood. At a height of 60 stories, it is almost 50% higher than what was planned in the 2005 waterfront rezoning.

This proposed development is irresponsible. The plan would add 1,050 apartments. or more than 2,000 new residents. to a one-way street, bordered by water located in a neighborhood with a troubled subway line in an area that is already suffering from more condo construction than any other New York City neighborhood for the last decade. Williamsburg is not a transit hub suited for high density; it is irresponsible to build more at this location.

The proposed park is flawed and misleading**.** Although they promise a new waterfront park, the 2.9 above-ground acres fails to meet the City-recommended 2.5 acres of open space per 1,000 people given their towers will add well over 2,000 new residents. With their proposal we would have less open space per capita with this development than without it.

So exactly what are benefits to the community for this out-of-scale project that will ultimately enrich the developer? The key one that everyone talks about is a commitment to 25% affordable housing. While that might be considered admirable, the developer could do much more, and I ask that NYC Council look closely at the conditions that were thoughtfully developed by the Community Board's recommendation (listed below). Most specifically, increase the number of affordable units and decrease the size of this ridiculously large and out-of-scale development.

Brooklyn Community Board #1

River Ring Project Suggested Conditions

- Two Trees must rent all affordable housing units in their 1 South 1st Street development to honor prior community affordable housing commitments.
- Reduce total number of apartment units in the project by 33%, to reduce the anticipated increased load on existing overcapacity on subway transit, vehicular traffic, pedestrian traffic, wastewater and with street sanitation storage and collection, and open space.
- Increase the number of total affordable units to 50% to support deeper diversity and affordable living in the neighborhood.
- 60% of affordable units must be 2 & 3-bedroom units to encourage long term family occupancy.
- Within all affordable units one bedroom must be a minimum of 128 square feet to comfortably accommodate bedroom furniture, a closet and efficient movement throughout the room.
- The City of New York must include funding for the full completion of Bushwick Inlet Park in their 10-year capital plan so the fully operational park can help mitigate the existing severe local open space deficiencies that will persist if this project is built out and the massive population increase from the quantity of current and future local waterfront housing developments.
- The project must use a fossil-free energy source such as a geothermal heat loop system instead of a natural gas reliant system for heating, which will work to have the project more aggressively meet the challenging but critical goals of the New York City Climate Protection Act, Climate Leadership and Community Protection Act and those set by the Intergovernmental Panel on Climate Change.
- Redesign the towers so that they are significantly less obtrusive and oppressive in feel and fit more contextually with nearby structures and better connect with the historic fabric of the neighborhood.
- Two Trees must negotiate in good faith with the New York City & Vicinity District Council of Carpenters to ensure the project adheres to the safest and best construction work practices.
- Two Trees must negotiate in good faith with local workforce organizations in order to provide service jobs for local job seekers.

- Two Trees must provide funding in perpetuity for a local, independent agency or organization to oversee and enforce the rental fees and increases of affordable and market-rate apartments.
- Two Trees and the City of New York must present and execute a plan to manage the steadily increasing volume of street trash that has come with the incredible volume of additional area residents that the project will exacerbate.
- Before being granted any rezoning, Two Trees must present community facility architectural design plans which verify that the YMCA facility will serve the stated purpose and promise of serving both the Williamsburg and Greenpoint communities as well as 250 school children annually; it must show that the size and location of the facility elements including pool, locker rooms, saunas, facility/pool access including elevator, pool depth and lane width, lifeguard station, staging area and pool equipment, weight rooms, full gym arena, and exercise rooms are adequate as a full service facility for the communities. The community facility must be built out and in operation before the building can be occupied as a rental.

From: Tara Bahrampour
To: Land Use Testimony
Subject: [EXTERNAL] Letter in opposition to River Ring
Date: Thursday, November 18, 2021 7:52:39 AM

Dear Committee Members,

I moved over 20 years ago to Williamsburg, where I am a homeowner and where I plan to retire. I remember the rezoning over a decade and a half ago that promised to preserve mixed use of the neighborhood, including a few manufacturing areas to be retained. That plan entailed serious tradeoffs for residents, but at least it was a plan, and it took into account the needs of the community and developers alike. The current proposal by Two Trees does not. It is far out of scale with what the neighborhood can support and it is unrelated to any broader plan for the neighborhood or the city. Instead, it would sap resources from the local community and overshadow it physically, aesthetically, and infrastructure-wise.

Williamsburg has grown exponentially in the past 20 years. But like our planet, it cannot grow and grow indefinitely without something breaking. Overloading our neighborhood with thousands of additional residents and luxury housing units just because a wealthy and powerful developer wants to do so feels more akin to the unplanned sprawl of a developing nation and is not what New York City deserves. It is time to send an urgent message: we can no longer allow developers to circumvent the rules and make decisions that urban planners should be making.

If someone buys a property more cheaply because it is zoned a certain way, he should not be able to assume the city will agree to change the zoning so that the land will become more valuable and allow him to build whatever he wants. Two Trees is already in the process of developing large chunks of the Williamsburg waterfront. We have not yet begun to feel many of the effects of the thousands of people slated to move into those units. We should not have to also be worrying about thousands more who would move in under the proposed project.

Continuing to allow unfettered building and rezoning at the pleasure of developers is unfair to residents of Williamsburg and unfair to the city itself — especially considering the impending and unknown effects of climate change on our city's residents and infrastructure. My neighbors and I welcome bona fide urban planning by the city with a longterm vision for the needs of residents and businesses alike. This out-of-scale proposed project is not that. I urge you to reject it and send a message that New York City's future is not for sale.

Sincerely,
Tara Bahrampour
tarabah@gmail.com

Sent from my iPhone

From: William Meehan
To: Land Use Testimony
Subject: [EXTERNAL] Support for River Ring
Date: Saturday, November 20, 2021 9:52:48 PM

To the Land Use Committee:

My name is William Meehan. My boyfriend and I lived on Metropolitan Avenue near the River Ring site for several years, and I'm asking the Council to please approve the development.

This project would provide massive benefits of hundreds of affordable homes, a YMCA, and a park. During the pandemic, my boyfriend and I took daily walks along the waterfront to get out of our apartment safely. This is easily the worst part of the waterfront, and I think River Ring would be a substantial improvement. River Ring has shown with Domino Park that they can build and maintain a major public amenity, enjoyed by people from around the city. Without approval, we would likely get a last-mile distribution center instead, which would add thousands of local truck trips, an unwelcoming facade, and no new YMCA, park, or affordable homes.

North Williamsburg is incredibly wealthy, to the point where people are forced to either spend too much on rent or leave. In 2021, due to people moving into the neighborhood as the city reopens, the asking rent in my building went up $700 per month. My boyfriend and I chose to move to a cheaper neighborhood, and new tenants moved into our old apartment. Many of the opponents have complained about losing their views of the waterfront, and I think it's much more important that we provide affordable homes, a robust shoreline, and neighborhood amenities.

Thank you for your support,
William Meehan
Brooklyn, NY