

**DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT**

Land Use No. 223, 224, 225

95 Lenox Avenue/Church Homes

September 17, 2018

(Perkins) L. U. Nos. 223, 224, 225 consist of three actions related to a project now known as Church Homes/95 Lenox Avenue in Manhattan Council District 9. The development is a low income Section 8 HUD Multi Family building currently owned by an Article V Housing Redevelopment Company that was approved for disposition on July 17, 1980 (Cal. No. 11) by the Board of Estimate, along with the Plan and Project, within the Milbank Frawley Urban Renewal Area as a designated urban renewal plan site (Site 29). The original approval provided for the construction of an eleven story elevator building with 161 units (including one non-revenue generating superintendent's unit), 35 parking spots, and a tax benefit set to expire in 2021. Currently, the owner is proposing to redevelop the project area by converting from an Article V housing company to an Article XI HDLC to facilitate preservation of the low income housing unit and convey land that is

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currently part of the Exemption Area in order to construct new mixed-income rental housing.

L. U. No. 225 (C20195049 HAM) is related the original Article V multiple dwelling, known as Canaan IV Towers, located within an Exemption Area at **Block 1824, Lot 16**. The building comprises 161 units, as mentioned above and the unit mixture includes 63 one-bedroom, 88 two-bedrooms and 9 three –bedroom as well as a superintendent’s unit. Under federal guidelines for the housing assistance contract, which is also known as a HAP, the maximum household income at initial occupancy is 50% of AMI. This land use item seeks to help preserve affordability of the low income rental units by allowing the Sponsor to voluntarily dissolve their status as an Article V Housing Redevelopment Company and convert to an Article XI HDFC requiring them to enter into a 40 year regulatory agreement restricting the use of the development to low income rental housing, and

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convey lot 155 for the purposes of providing mixed income affordable housing. The project currently benefits from a HAP contract which expires in August of 2033. The owner will be required to renew and maintain the HAP contract for the entire 40 year regulatory term.

L. U. No. 224 (C 20195047 HAM) is related to the conveyance and development of Block, 1824, Lot 155 and L. U. No. 223(C20195048 HAM) (seeks to delete Block 1824, Lot 155 (formerly known as part of Lots 16, 18, 22, 23, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 38, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, and 54 and then as p/o Lot 16) from the original Plan and Project. The new owners will comply with a restrictive covenant placed on the development parcel requiring that the proposed construction of a minimum of 288 dwelling units estimated to include at least 10% of the units in be affordable to persons at or below 70% of Area Median Income (“AMI”), an additional 10% of the dwelling units in the be affordable to persons at or below 80% of AMI,

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and an additional 20% of the dwelling units be affordable to persons at or below 130% of AMI. The unit types have yet to be determined and funding for the new project will be through private equity and a conventional loan.

In order to facilitate the preservation of 95 Lenox Avenue and the development of the mixed income affordable housing project on lot 155, HPD is before the Planning Subcommittee seeking approval for the housing redevelopment company to voluntarily dissolve their status as an Article V, terminate their current tax exemption, convey lot 155 to the new LLC owner, convey lot 16 to the HDFC owner and enter into an Article XI tax exemption for lot 16 for a term of 40 years coinciding with the regulatory agreement. As part of the dissolution of the Article V, two things will occur:

Lot 16 on which the residential building is located, will be conveyed to Church Home Rental HDFC and the property will receive an Article XI

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tax exemption for 40 years. The estimated cumulative value of the Article XI tax exemption on the preservation project is \$17,357,437 with a net present value of \$5,984,549.

Lot 155, on which the parking lot is located, will be conveyed to 115th Street Holdings LLC and be subject to a restrictive declaration for a 4 year period. HPD is requesting Council consider approval of the tax exemption for lot 16 to incentivize the LLC to develop additional affordable housing on a site which will exit use restrictions in 2021.

The current tax exemption will be further reduced contingent upon the Sponsor delivering new affordable units on lot 155. An estimated, cumulative value of the tax exemption when considering the reduction resulting from the new mixed income construction component is \$76,119,333 with a net present value of \$18,425,448.

WHEN RECORDED RETURN TO:

Department of Housing Preservation
and Development
100 Gold Street, Rm 5-W10
New York, New York 10038
Attn: Bryan Kaplan, Esq.

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (“Declaration”) executed as of this ___ day of September, 2018 (the “Effective Date”) is granted to the City of New York (the “City”), acting by and through its Department of Housing Preservation and Development (“HPD”), by 115th Street Holdings LLC, a New York limited liability company with an address at 1865 Palmer Avenue, Suite 203, Larchmont, New York 10538 (“Owner” or “Declarant”).

RECITALS

- A. Owner is the owner of that certain parcel of land located in the Borough of Manhattan, County of New York, State of New York, identified on the tax map of the City of New York (the “Tax Map”) as Block 1824, Lot 155, which is more fully described in Exhibit A hereto (the “Property”).
- B. Owner has acquired the Property pursuant to a Resolution of the City Council of the City of New York dated _____, 2018 (Reso. No. ____) (the “Council Resolution”) approving the conveyance of the Property by Church Home Associates, L.P., a redevelopment company organized pursuant to Article V of the Private Housing Finance Law, that previously owned the Property.
- C. The Council Resolution conditioned the approval of the conveyance on Owner’s execution and recordation of a Declaration of Restrictive Covenant for the benefit of the City requiring during its term that any construction on the Property include at least one multiple dwelling containing, unless otherwise agreed by HPD, a minimum of 288 units of rental housing, at least forty percent (40%) of which shall be affordable to households at certain specified income levels in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing premises, the Council Resolution, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner declares as follows:

- 1. Term. The term of this Declaration (the “Term”) shall commence on the Effective Date and expire on the earlier of (i) the closing of the New Housing Project (defined below) and (ii) four (4) years from the Effective Date.
- 2. Conveyance. During the Term, Owner may not sell, transfer, or convey any direct or indirect interests in the Property or Declarant (other than passive investment interests)

without the prior written consent of HPD; provided, however, that, unless otherwise agreed by HPD, any such consent shall be delivered by HPD only if such sale, transfer, or conveyance is for the purpose of constructing an affordable housing project where 100% of the units shall be affordable to households at income levels agreed to by HPD.

3. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“70% of AMI” shall mean 140% of the income levels as modified by household size for the New York metropolitan statistical area for fifty percent (50%) of median income families (a.k.a. as “very low income families”) as determined from time to time by HUD under Section 3(b)(2) of the United States Housing Act of 1937 (or, if such program is terminated, under such program as was in effect immediately before such termination).

“70% AMI Tenant” shall mean a person or family whose Annual Income at the time of application to lease a Unit is less than or equal to 70% of AMI.

“70% AMI Units” shall have the meaning set forth in Section 6 of this Declaration.

“80% of AMI” shall mean 160% of the income levels as modified by household size for the New York metropolitan statistical area for fifty percent (50%) of median income families (a.k.a. as “very low income families”) as determined from time to time by HUD under Section 3(b)(2) of the United States Housing Act of 1937 (or, if such program is terminated, under such program as was in effect immediately before such termination).

“80% AMI Tenant” shall mean a person or family whose Annual Income at the time of application to lease a Unit is less than or equal to 80% of AMI.

“80% AMI Units” shall have the meaning set forth in Section 6 of this Declaration.

“130% of AMI” shall mean 260% of the income levels as modified by household size for the New York metropolitan statistical area for fifty percent (50%) of median income families (a.k.a. as “very low income families”) as determined from time to time by HUD under Section 3(b)(2) of the United States Housing Act of 1937 (or, if such program is terminated, under such program as was in effect immediately before such termination).

“130% AMI Tenant” shall mean a person or family whose Annual Income at the time of application to lease a Unit is less than or equal to 130% of AMI.

“130% AMI Units” shall have the meaning set forth in Section 6 of this Declaration.

“Actual Rent” shall mean the rent charged for a Unit in accordance with Section 6 of this Agreement.

“AMI” shall mean the area median income for the primary metropolitan statistical area as determined by HUD from time to time for a family of four, as adjusted for family size.

"Annual Income" is the anticipated total income from all sources to be received by the household head and spouse and by each additional member of the household, including all net income derived from assets, for the twelve (12) month period following the date of initial determination of income. The definitions and descriptions of income set forth in the HUD regulations contained in 24 CFR 5.609 or any successor regulations shall apply for the purposes of this Declaration and shall be incorporated herein.

"Destabilization" shall mean any set of facts that causes the Rent Stabilization Code to no longer apply to the Regulated Units, whether by expiration, legislative repeal, judicial invalidation, or any other reason.

"Eligible Tenant" shall mean any tenant who satisfies the income and occupancy restrictions set forth herein.

"HUD" shall mean the United States Department of Housing and Urban Development and any successor agency.

"Legal Rent" shall mean the initial legal regulated rent as adjusted pursuant to the Rent Stabilization Code.

"Regulated Units" shall mean the 70% AMI Units, 80% AMI Units and 130% AMI Units designated by the Owner and leased pursuant to Section 6 of this Declaration.

"Rent Stabilization Code" shall mean Title 26, Chapter 4 of the New York City Administrative Code (and any successor statute) and the regulations promulgated in connection therewith.

"Units" shall mean the rental dwelling units in the New Housing Project.

4. Taxes. Unless the Property receives an exemption from or abatement of real property taxes; Declarant shall pay such real property taxes as may be assessed against the Property and any improvements thereon. Declarant may apply for any form of real estate tax exemption or abatement to which the Property may be legally entitled to apply.
5. New Housing Project. During the Term, any construction on the Property must include at least one multiple dwelling that will contain, unless otherwise agreed by HPD, a minimum of 288 units of rental housing, at least forty percent (40%) of which shall be affordable to households at the income levels specified in Section 6 below and upon the terms and conditions set forth therein (the "New Housing Project"). The New Housing Project (i) shall be subject to a restrictive declaration or regulatory agreement, acceptable to HPD in its sole discretion, requiring the affordability levels set forth herein for a term of at least thirty-five (35) years, and (ii) shall not receive subsidy (except a real estate tax exemption under (x) Section 421-a(16) of the New York Real Property Tax Law, (y) Section 577 of the New York Private Housing Finance Law, or (z) any successor or equivalent of either) from HPD or any other government agency.
6. Eligible Tenants and Rents for Regulated Units.

- (i) Owner shall lease each Regulated Unit to an Eligible Tenant determined as follows:
 - (a) No less than ten percent (10%) of the Units shall be leased to 70% AMI Tenants (“70% AMI Units”) at rents affordable to such households, no less than ten percent (10%) of the Units shall be leased to 80% AMI Tenants (“80% AMI Units”) at rents affordable to such households, and no less than twenty percent (20%) of the Units shall be leased to 130% AMI Tenants (“130% AMI Units”) at rents affordable to such households. No Unit may be counted multiple times for the purpose of meeting the aforesaid percentages.
 - (b) Units that are not Regulated Units may be leased to tenants without regard to any income restrictions set forth in this Agreement.
- (ii) If the Actual Rent for a Regulated Unit shall be less than the Legal Rent for such Regulated Unit, the Actual Rent shall be registered as a “preferential rent” under the Rent Stabilization Code. Upon renewal of any lease for an Actual Rent less than the Legal Rent, the Actual Rent may be increased by the amount of the increase, whether expressed as a percentage or otherwise, authorized for one or two year leases (as applicable) in accordance with the Rent Stabilization Code.
- (iii) Following the expiration of the Term, the rent for each Regulated Unit occupied by a tenant whose occupancy began prior to the expiration of the Term shall continue to be determined in accordance with the terms of this Declaration.
- (iv) Any Eligible Tenant shall be entitled to remain in occupancy and to obtain a renewal lease in accordance with the Rent Stabilization Code, notwithstanding that such tenant’s Annual Income, after initial occupancy, may exceed the maximum for initial eligibility. Further, no Eligible Tenant may be evicted nor its tenancy terminated except for good cause.
- (v) In order to determine whether a prospective tenant is an Eligible Tenant, Owner shall ascertain the Annual Income of such tenant’s household. Owner may consult with HPD to obtain advice and guidance with respect to income determinations. Owner must retain all records and documents relating to Owner’s determination for a minimum of three years after the date the tenant commences occupancy. Owner shall provide in each lease for the termination of the lease and eviction of the tenant if the tenant falsely or fraudulently certifies income to Owner.
- (vi) Owner shall not refuse to lease a Regulated Unit to a holder of a voucher or certificate under the federal Section 8 Voucher Program or Section 8 Certificate Program or successor programs by reason of the status of the prospective tenant as such a holder.
- (vii) No later than thirty (30) days following the date of the issuance of a temporary certificate of occupancy for any multiple dwelling constructed on the Property (the “TCO Issuance Date”), Owner shall register the rents for any Regulated Unit

in accordance with the Rent Stabilization Code at 30% of 70% of AMI for the 70% AMI Units, 30% of 80% of AMI for the 80% AMI Units, and 30% of 130% of AMI for the 130% AMI Units. For purposes of this paragraph, "AMI" shall mean the AMI as determined by HUD as of the TCO Issuance Date. The rents so registered shall be deemed the initial Legal Rent for each Regulated Unit.

- (viii) Owner shall not utilize any exemption or exclusion from any requirement of the Rent Stabilization Code to which Owner might otherwise be or become entitled with respect to one or more Regulated Units, including but not limited to any exemption from or exclusion from the rent limits, renewal lease requirements, registration requirements or other provisions of the Rent Stabilization Code due to (A) the vacancy of a Regulated Unit where the rent exceeds a prescribed maximum amount, (B) the fact that tenant income and/or rent exceed prescribed maximum amounts, (C) the nature of the tenant, or (D) any other factor.
- (ix) Units may only be occupied as a primary residence, as defined in the Rent Stabilization Code, by natural persons or families pursuant to a one or two year lease who have met the applicable income requirements for Eligible Tenants at the time of such tenant's initial occupancy of such Unit. Owner shall only offer a vacant Regulated Unit for occupancy by persons or families intending to occupy such Unit as their primary residence pursuant to a one or two year lease and shall not cause or permit the sublease or assignment of any Regulated Unit for transient occupancy, for occupancy by any household that is not income eligible, or to any corporation or other entity.
- (x) "Contractual Rent Regulation" shall mean the following after Destabilization:
 - (a) Owner shall be required to offer renewal leases on the same terms and conditions as had been required by the Rent Stabilization Code at the time of Destabilization (subject however to the provisions in subparagraphs (b) and (c) below), as if the Regulated Unit was still subject to and not excluded or exempted from any provision of the Rent Stabilization Code, including, but not limited to, any exemption or exclusion regarding rent limits, renewal lease requirements, or any other provision due to (i) the vacancy of a Regulated Unit where the rent exceeds a prescribed maximum amount, (ii) the fact that tenant income and/or Regulated Unit rent exceed prescribed maximum amounts, (iii) the nature of the tenant, or (iv) any other factor.
 - (b) The "Legal Rent," as such term is used in this Declaration, shall be limited by percentage increases calculated based on a method or index established by HPD for determining the maximum increase to Legal Rent upon lease renewal or vacancy. Such method or index shall be based on inflation or on factors substantially equivalent to the factors considered in calculating such increases under the Rent Stabilization Code at the time of Destabilization, and shall incorporate a method for determining and implementing increases to Legal Rent by reason of major capital improvements performed by Owner, to the extent that

such increases, if any, are not prohibited hereunder. HPD will publish such methodology in the City Record and will provide a copy of the methodology to Owner upon request.

(c) Wherever this Declaration limits increases in rent by increases as permitted by the Rent Stabilization Code (or language of similar import), such increases shall be limited by the percentage increases established by HPD as described in subparagraph (b) above.

(d) If Destabilization occurs during the Term, then, for the remainder of the Term, all Regulated Units that have undergone Destabilization shall be subject to Contractual Rent Regulation. If some Regulated Units remain subject to the Rent Stabilization Code while other Regulated Units have undergone Destabilization, Contractual Rent Regulation will apply only to the Regulated Units that have undergone Destabilization.

7. Intentionally omitted.

8. Superiority. The charges and burdens of this Declaration are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust hereafter made affecting the Property or any part thereof, including any improvements now or hereafter placed thereon, and, notwithstanding a foreclosure or other voluntary or involuntary transfer of title pursuant to such instrument, shall remain in full force and effect, but are subordinate to the security interests of record on the Effective Date; provided, however, that a breach of any of the restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The charges and burdens of this Declaration are not intended to create a lien upon the Property, or grant any right of foreclosure, to any person or party.

9. Notices. All notices provided for herein may be delivered in person, sent by Federal Express or other overnight courier service, mailed in the United States postage prepaid, return receipt requested, or sent by electronic or facsimile transmission, and, regardless of the method of delivery used, shall be considered delivered upon the actual receipt or refusal of receipt thereof. The name, address and other information to be used in connection with such correspondence and notices to Owner shall be the then-current owner's name and address information maintained in the official real property tax records with respect to the Property.

10. Miscellaneous.

(a) Headings. The headings in this Declaration are for convenience only and do not in any way limit or affect the terms and provisions hereof.

(b) Unenforceability. If any provision of this Declaration is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.

- (c) Gender. Wherever appropriate in this Declaration, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
 - (d) Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of New York.
 - (e) Amendments. This Declaration may be amended or canceled only by written instrument executed by HPD and the then-current owner of the Property.
 - (f) Entire Agreement. This Declaration constitutes the entire agreement of HPD and Declarant with respect to the subject matter hereof and supersedes all prior negotiations or discussions, whether oral or written, with respect thereto.
11. Expiration. Except as otherwise provided herein, upon the expiration of the Term, this Declaration shall be of no further force and effect; provided, however, that HPD shall retain all of its rights and remedies to enforce this Declaration with respect to any default or violation that occurred prior to the expiration of the Term. HPD shall, if requested by Owner, execute and deliver to Owner a document in recordable form to acknowledge the expiration of this Declaration.
12. Covenants Run With The Land. This Declaration shall run with the land and bind all subsequent parties in interest to the Property, including but not limited to Owner's successors, assigns, heirs, grantees and lessees, during the Term. All references to "Owner" in this Declaration shall include Owner's successors, assigns, heirs, grantees and lessees.
13. Enforcement.
- (a) In the event of a breach of any of the covenants and agreements contained herein, the City shall have the right to one or more of the following nonexclusive remedies:
 - (i) Institute and prosecute any proceeding for an injunction or for specific performance of Owner's obligations hereunder.
 - (ii) Extend the term of this Declaration by the period of such noncompliance upon the recording of an appropriate document, executed solely by the City, against the Property. The period of noncompliance shall be presumed to be the period running from the date that such noncompliance commenced (the "Noncompliance Date") to the date that such noncompliance is cured; provided, however, that in the event Owner cannot establish the Noncompliance Date definitively, in the sole discretion of HPD, then the Noncompliance Date shall be deemed to be the Effective Date.

- (b) In the event of a threatened breach of any of the covenants and agreements contained herein, the City shall have the right to the remedy described in Section 13(a)(i) above.

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IN WITNESS WHEREOF, the undersigned has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first-above written.

115TH STREET HOLDINGS LLC

By: L+M 115th Street Holdings, its sole member

By: _____
Name:
Title: Authorized Signatory

ACKNOWLEDGMENTS

STATE OF NEW YORK)

)ss.

COUNTY OF NEW YORK)

On the ___ day of September in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

All those certain plots, pieces and parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, designated on the Tax Map of the City of New York:

Borough: Manhattan

County: New York

Block: 1824

Lot: 155

as more particularly described as follows:

(see following page)

95 Lenox Avenue

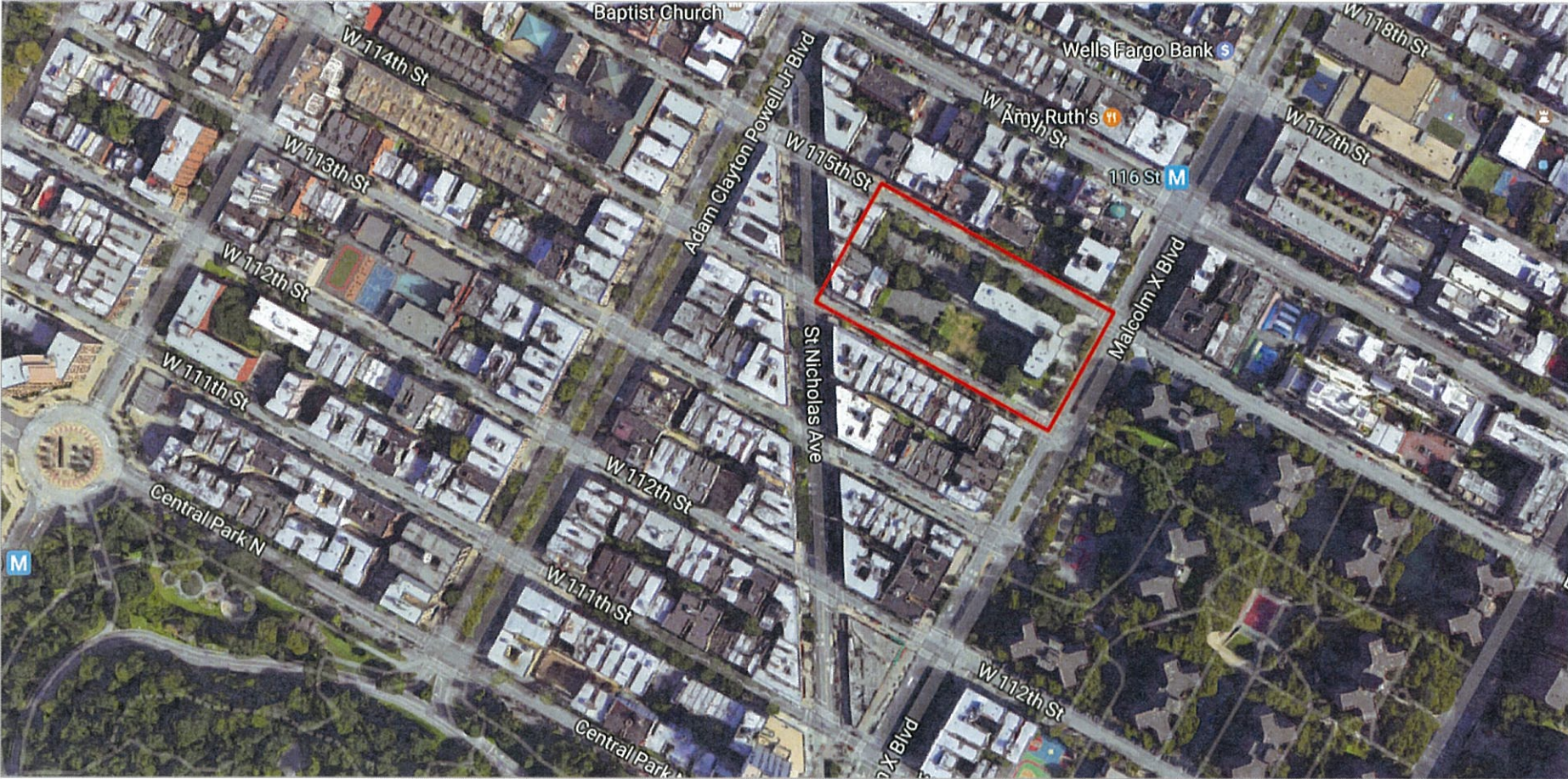
Subcommittee on Planning, Dispositions, and Concessions Hearing
Councilmember Ben Kallos, Chair

September 17, 2018

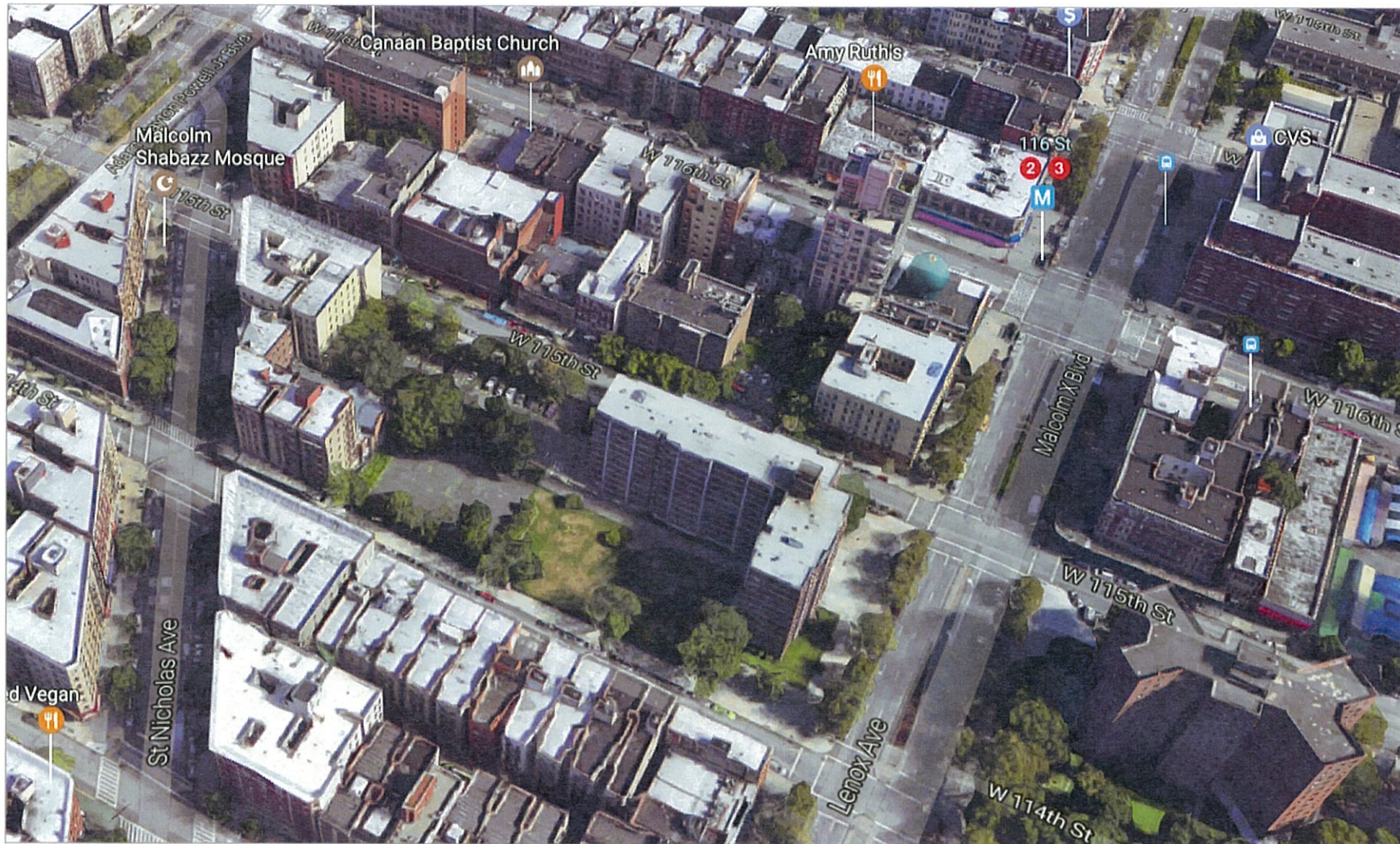


The Seavey
Organization

95 Lenox Avenue and Neighborhood Setting



95 Lenox Avenue and Neighborhood Setting



Project Overview

- **Preserve** long term affordability in the existing Section 8 building through an Article 11 successor to Article 5 (current action).
- **Craft** a feasible overall mixed-income new development plan that:
 - **Maximizes** affordability, with emphasis on serving low and very low income families/residents.
 - **Place** new buildings on existing lots and vacant City-owned parcels in a well-composed plan.
- **Commence** process (i.e. ULURP) for obtaining approvals on new development plan.

Current Action- Preservation/Article 11 on 95 Lenox

- **Current Action**
 - **Convert** Article V (expiring 2021) to a new 40-year Article XI regulatory agreement covering all of the 160 affordable units
 - **Authorize** a tax exemption pursuant to Section 577 of the Private Housing Finance Law
- **Related Sponsor Commitments:**
 - **Commit** to extend/renew Section 8 HAP contract (which expires in 2033) through regulatory period
 - **Renovate** common areas and older/aging apartments in 95 Lenox Avenue

95 Lenox - Current Scope and Budget

- **Common Area Upgrades**
 - Renovate Community Room
 - Renovate lobby and common areas
- **Apartment Renovations (as necessary)**
 - New kitchen cabinets, appliances and kitchen flooring
 - New vanities, tubs, tiling, and medicine cabinets in bathrooms
- **Estimated Cost: \$2.75 Million inclusive of 5-10% soft costs and contingency**

Building Improvements - Next Steps

- **Survey Existing Apartments**
 - Document existing conditions
 - Per resident meeting held July 26th, 2018 - residents to cooperate with access to expedite the process
- **Finalize Scope of Work**
 - Apartment renovations
 - Targeted common-areas
 - Upgrade of Community Room
- **Hold a Resident Meeting to Discuss Final Scope and Schedule**
 - Establish process for in-unit renovations to minimize disruption
 - Clearly communicate schedule to residents

95 Lenox – Additional Details

Preservation at 95 Lenox:

- All on site construction workers and contractor employees will be paid a living wage.
- Building service workers currently are 32BJ.
- The building is currently accessible and will continue to comply with all applicable HUD requirements and guidelines.

Future Action- New Development Plan

Through a proposed ULURP action, combine privately-owned sites with HPD parcel for a new construction project that will include:

ELLA Building with +/- 209 Units

- HPD/HDC financing in accordance with the City's Extremely Low & Low-Income Affordability (ELLA) financing term sheet, Low Income Housing Tax Credits
- Estimated TDC of \$78M

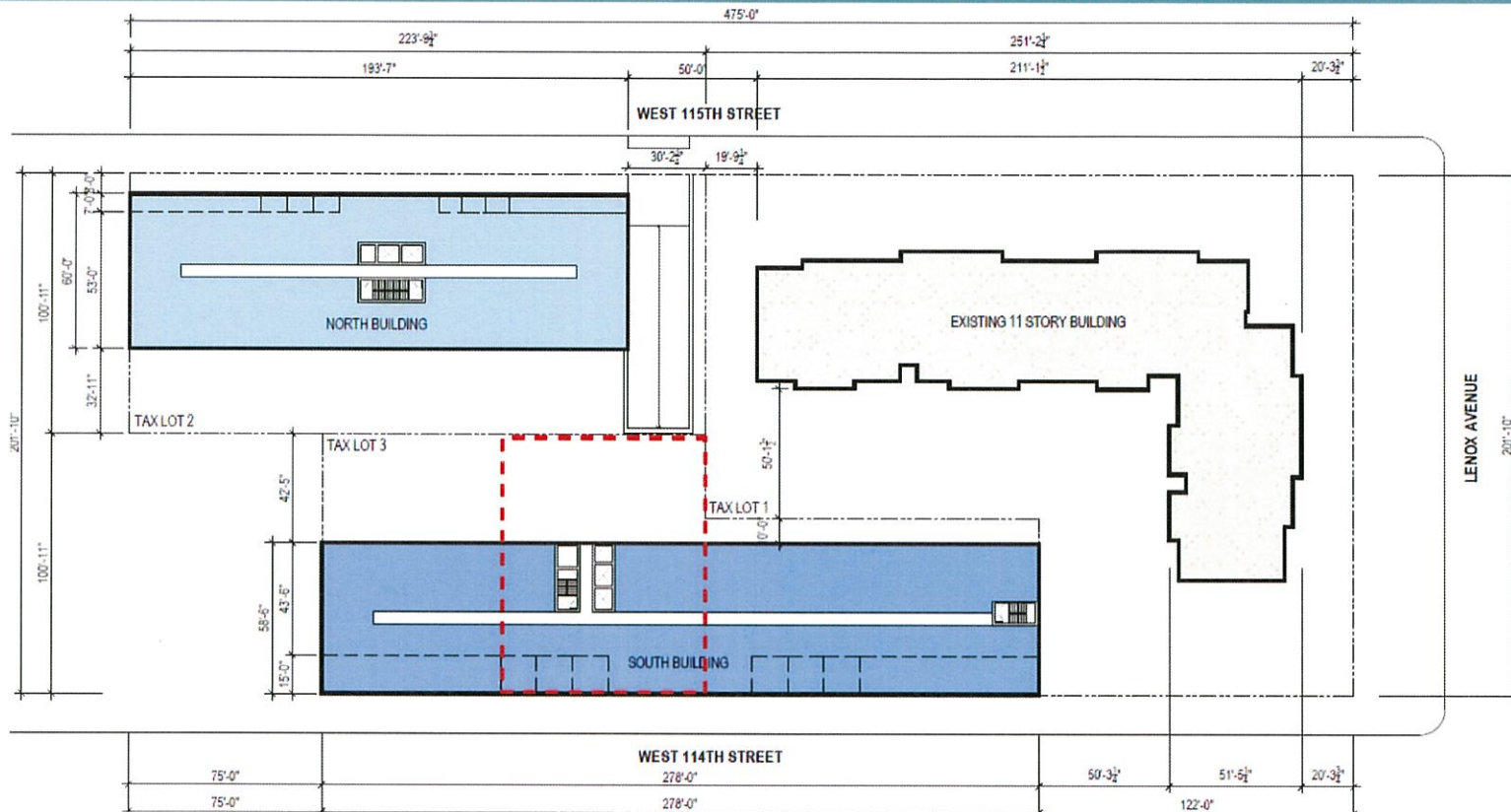
Mixed Income Building (60/40) with +/- 288 Units

- No City Subsidy
- Conventional Financing, Developer Equity
- Estimated TDC of \$117M

Additional Details:

- The project team is committed to above living wage rates for on-site construction workers
- An increased wage will be paid for those who are not offered or decline health insurance
- A living wage will be provided for building service workers
- The project will comply with the Fair Housing Act, Americans with Disabilities Act (ADA), and all applicable New York City and local accessibility requirements.

Future Action: Preliminary Site Plan for Overall Development



Private Lots	80,355 sf	91%
HPD Lots	7,947 sf	9%
TOTAL	88,302 sf	100%

Affordability Plan – Unit Mix Detail - ELLA

Proposed ELLA on 115th Street - Unit mix		
Income Tier	Units	Mix
Market	0	0.0%
Super	1	0.5%
Affordable - 80% AMI	63	30.1%
Affordable - 57% AMI	61	29.2%
Affordable - 47% AMI	21	10.0%
Affordable - 37% AMI	21	10.0%
Affordable - 27% AMI	21	10.0%
Our Space (formerly homeless)	21	10.0%
	TOTAL / AVG	209 100%

Proposed Mixed Income on 114th Street - Unit Mix		
Income Tier	Units	Mix
Market-Rate	172	59.7%
130% (Up to 165%)	58	20.1%
75% (Up to 80%)	29	10.1%
65% (Up to 70%)	29	10.1%
	TOTAL / AVG	288 100%

Preservation and Creation of Affordable and Mixed-Income Housing

Preserving Existing Housing	160 Units @ 0%-50% AMI	24%
Building New Housing	146 Units @ 30%-60% AMI	22%
	121 Units @ 60- 80% AMI	18%
	58 Units @ 130% AMI	9%
	172 Units @ market	26%
TOTAL	657 Units (485 affordable; 74%)	100%

**estimated unit counts for new buildings*

Team Overview

The Seavey Organization



New York City- based Developer, Owner, and Manager of affordable housing since 1964

- Established relationships with City, State, and Federal housing agencies
- Dedicated to community development and empowering local residents
- Builder, owner, and manager of over 2,000 units in 12 properties throughout New York City

Team Overview



Over 30 years of experience developing mixed-income, mixed-use developments in New York City area.

- Completed over 20,000 residential units and nearly one million square feet of retail and community facility space (over \$6 billion of total investment)
- Wide variety of project types with complex financing structures
- Development, construction, and property management capabilities
- Guided by a double bottom line philosophy that combines successful developments with a commitment to corporate social responsibility, philanthropic efforts, and enhanced community opportunities



Team Overview



Robert Horsford
President



Lee Brathwaite
CEO

Apex Building Company is a New York City and New York State MBE certified construction firm with a focus on affordable mixed-use residential development. As a full service, licensed general contractor, Apex is responsible for the construction and/or rehabilitation of over 1,000 residential units across New York and parts of New Jersey. Apex is also an emerging development firm, having had recent success in procuring Site F (263-267 West 126th Street) of HPD's M/WBE Building Opportunity RFP in 2016, securing competitive 9% low income housing tax credits for a Bronx affordable housing project serving low and moderate income residents and homeless veterans, as well as being the first recipient of NYCEDC's Emerging Developer Loan Fund.

"Our mission is to improve and strengthen communities while maintaining their inclusiveness and vibrancy." - Apex

Notable projects:

- 1193 Fulton Avenue, Bronx, NY – new construction, 25 rental units, 9% LIHTC recipient
- Colon Plaza, 55 East 115th Street, Harlem, NY – new construction, 55 rental units
- 88 Morningside Avenue, Harlem, NY – new construction, 74 homeownership units
- 2065 Morris Avenue, Bronx, NY – new construction, 63 rental units
- Robert F. Kennedy Apartments, 113 E. 13th Street, New York, NY – occupied rehabilitation, 90 rental units, office space
- Urban Home Ownership, Harlem and Bronx – occupied rehabilitation, 7 buildings, 307 rental units

Commitment to Creating Opportunities for Local Firms & M/WBEs



HPD BUILD UP PROGRAM

We share the City's mission to expand opportunities to other local M/WBE firms. As we intend to use City subsidy to create affordable housing on the 114th- 115th Street site, we are required to use one quarter of HPD-supported costs on M/WBE contracts and services under the new Build Up initiative. We aim to exceed program requirement and achieve a minimum M/WBE participation goal of 30%.



HIRENYC

As a recipient of City subsidy, we will also be required to participate in HireNYC, a recruitment service administered by Workforce1, a free employment service operated by the Department of Small Business Services. Through this program, we will have access to qualified candidates for entry and mid-level positions associated with the construction contract.

APEX'S MISSION FOR INCLUSION

Apex Building Company is a certified MBE based in Harlem. We have a professional staff of 34 employees, 18% women and 80% persons of color. Ninety percent of our trade partners are minority or women owned enterprises, many of whom have been working with us over our 20-year history. We are committed to continuing this tradition and ensuring our community members are well represented and able to contribute to improving our neighborhood.



Commitment to Community-Based Development



In 2017, L+M awarded 114 M/WBE contracts totaling \$78 million.

M/WBE Contracting + Purchasing

- **Outreach** to community and various industry groups
- **Certification** and growth support
- **Mentorship** and networking programs to help increase capacity and skill sets

WORKFORCE DEVELOPMENT

As part of our ongoing mission to improve life outcomes and **enhance career path opportunities for youth and the underserved**, L+M Development works to increase job training opportunities through a programmatic approach and partnerships in the communities within which we work.

LOCAL HIRING

We support the creation of jobs **through local hiring on our project sites**, and work to increase certification for local residents (OSHA), and help them find placement in jobs that lead to careers in construction.

Since 2014, L+M has created and filled new jobs for over 400 local hires in NYC and NJ.

COMMUNITY PARTNERSHIPS

- Bard Prison Initiative (BPI)
- Building Skills NY (BSNY)
- GreenCity Force (GCF)
- Lower East Side Employment Network (LESEN)
- Osborne Association
- Per Scholas
- Positive Workforce
- Posse Foundation
- UPNEXT



Discussion / Questions

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. 22322475 Res. No. _____

in favor in opposition

Date: 9.17.18

(PLEASE PRINT)

Name: EBEN ELERTSON

Address: 419 PARK AVE SOUTH 10016

I represent: L+M Development PARTNERS

Address: 419 PAs NY NY 10016

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 9/17/18

(PLEASE PRINT)

Name: Suzi Gerena

Address: 727 Hensy Street Unandale NY 11553

I represent: LPM Development Partners

Address: 1865 Palmer Ave Larchmont NY 10538

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

in favor in opposition

Date: 9/17/18

(PLEASE PRINT)

Name: Robert Horsford

Address: 51 E 125 st, NYC 10035

I represent: Axx Building Group

Address: 51 E 125 st, NYC 10035

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____
 in favor in opposition

Date: 5/17/13

(PLEASE PRINT)

Name: AVONNA AMES

Address: 51 E 125TH ST, NEW YORK

I represent: APEX BUILDING GROUP (CO-DEVELOPER)

Address: 51 E 125TH ST, NEW YORK

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____
 in favor in opposition

Date: 9/17/13

(PLEASE PRINT)

Name: David Dishy

Address: 419 Park Ave S, N.Y. 10016

I represent: L+M Development Partners

Address: 419 Park Ave South N.Y. 10016

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____
 in favor in opposition

Date: 9/17/18

(PLEASE PRINT)

Name: LEE BRATHWAITE

Address: 51 E 125TH ST 3RD FLR N.Y. 10035

I represent: APEX BUILDING CO

Address: 51 E 125TH ST 3RD FLR N.Y. 10035

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. LY 223-225 Res. No. _____

in favor in opposition

Date: _____

(PLEASE PRINT)

Name: Kerry LaBotz

Address: _____

I represent: HPD

Address: _____

▶ Please complete this card and return to the Sergeant-at-Arms ◀

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. LY 223-225 Res. No. _____

in favor in opposition

Date: _____

(PLEASE PRINT)

Name: Genevieve Michel

Address: _____

I represent: HPD

Address: _____

▶ Please complete this card and return to the Sergeant-at-Arms ◀