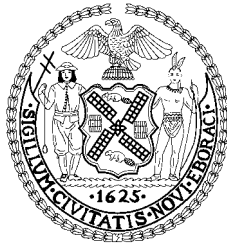


THE CITY OF NEW YORK



CAPITAL FUNDING REQUEST FORM
FOR NOT-FOR-PROFIT ORGANIZATIONS

FUNDING REQUESTED FOR
CITY FISCAL YEAR (FY) 20__
(ENDING JUNE 30TH)

NAME OF ORGANIZATION

ADDRESS OF ORGANIZATION

PHONE NUMBER OF ORGANIZATION

INDICATE EACH SOURCE FROM WHOM FUNDS REQUESTED & TO WHOM THE REQUEST FORM IS BEING SUBMITTED AND THE AMOUNT OF THE FUNDS REQUESTED FROM SUCH SOURCE

_____ Borough President	\$ Amount Requested
_____ City Councilmember 1	\$ Amount Requested
_____ City Councilmember 2	\$ Amount Requested
_____ Department of Cultural Affairs	\$ Amount Requested

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INTRODUCTION

Not-for-profit organizations (“NFPs” or “Organizations”) operating within the five (5) boroughs of New York City (the “City”) may apply for City capital funds to acquire, construct or reconstruct a capital asset to better provide services to the people of the City.

The Organization applying for such City capital funds must provide the information requested in this form (the “Request Form”) in order to be considered for such an award. The Request Form (including attachments and appendices) should be organized and labeled in accordance with the instructions throughout the Request Form. Incomplete submissions will not be considered.

Organizations should submit the Request Form as noted below. Also, if an Organization is requesting funding from more than one City source for a specific Project, only one Request Form should be completed for that Project with copies submitted as noted.

SUBMIT:

**1 Hard Copy + 2 electronic disks (CDs) of the Request Form and Attachments
To each of the following from whom the Organization is requesting Project funding:**

- Each City Councilmember
- Borough President
- Department of Cultural Affairs

Please note that City capital funding is awarded with limitations. City Capital expenditures are financed by the sale of long term municipal bonds. All City Capital Appropriations are subject to the City Capital Budget appropriation process and applicable laws and regulations. Among other things, these rules require a City-funded capital project to realize a City purpose and constitute an eligible capital project under the requirements of the Comptroller’s Directive 10 (“Accounting Directive 10” or “A.D. 10”).

Before completing the Request Form:

- Review the “Glossary of Terms” (the “Glossary,” attached hereto as Exhibit 1);
- Review the “Guidelines for Capital Funding for Not-for-Profit Organizations” (the “Guidelines,” attached hereto as Exhibit 2) to determine whether your Project meets the criteria set forth therein;
- Review the Request Form so that you understand the information that is required of your Organization and Project; and
- Identify each Attachment you must submit with the completed Request Form

Sections I through IV of this Request Form must be completed for all Projects. Only the Appendix or Appendices relevant to your project type(s) should be completed in addition to Sections I through IV. Note that Cultural Organizations may not request funding for Real Property Acquisition and should in no instance be completing Appendix E.

Complete the following table: (i) check each of the project types for which the Organization is requesting funds and (ii) indicate the amount of funds being requested from the noted category of

elected official and/or department. Please note that this table relates to the amount of requested funds, not total Project costs. Project costs are addressed within each Appendix.

PROJECT TYPE	Check	Amount Requested in this Request Form			
		Borough President	City Council	Department of Cultural Affairs	Total
Construction or Renovation (Appendix A)	<input type="checkbox"/>	\$	\$	\$	\$
Moveable Property - Initial Outfitting Furniture & Equipment (Appendix B)	<input type="checkbox"/>	\$	\$	\$	\$
Moveable Property - Standalone Equipment [or] Equipment System (Appendix C)	<input type="checkbox"/>	\$	\$	\$	\$
Vehicle (Appendix D)	<input type="checkbox"/>	\$	\$	\$	\$
Real Property Acquisition (Appendix E)	<input type="checkbox"/>	\$	\$	\$	\$
Housing Project (Appendix F)	<input type="checkbox"/>	\$	\$	\$	\$
Total Requested:		\$	\$	\$	\$

CHECKLIST OF ATTACHMENTS

This Request Form references and requires the submission of many documents as Attachments with the completed Request Form. Below is a list of required Attachments. Please indicate the Attachments you have included with the completed Request Form by marking an 'x' next to the appropriate Attachment reference. (Note there are additional Attachments that may be required to be fully responsive to questions through-out the Request Form.)

[Required for ALL Organizations]

II. Organizational Information

- II.1.B. Articles & Certificate of Incorporation and By-laws
- II.1.C. IRS Letter of Determination on 501(c)(3) status (or other tax-status description)
- II.1.D. Evidence of Registration with NYS Attorney General Charities Bureau
- II.2.A. Organizational Chart and Staff functions
- II.2.B. Board of Directors - List of Directors
- II.3.A. Brochures and Flyers
- II.3.B. List of media in which Organization advertises [and] Samples of advertisements
- II.3.D. Membership, Program and Service Applications [and] Fee Schedules
- II.7.A. Strategic/Business Plan
- II.7.B. Master/Capital Plan
- II.8.A. Audited Financial Statements for last 3 years
- II.8.B. Most Recent Tax Form filed with IRS (e.g., Form 990)
- II.8.C. Current Year Detailed Budget

[The Appendices are separated by project type and the Organization is only required to submit Attachments for the Appendix/project type for which the Organization is requesting funds.]

APPENDIX A - Construction or Renovation

- A.2.A. Lease (or) Explanation of "Other"
- A.4.D. Capital Campaign Drive literature
- A.5.G. Lender Subordination documentation
- A.6.A. Title Search
- A.7.B. Scope of Work
- A.8.A. Architect/Engineer Project Timeline
- A.8.B. Architect/Engineer/Project Mgr Project Cost Estimate
- A.10.G. City Operating Contracts - Summary of Terms
- A.11.A. Certificate of Occupancy

APPENDIX B - Moveable Property : Furniture and Equipment for Initial Outfitting

- B.3.A. Lease (if applicable) (or) Explanation of "Other"
- B.4.B. Lien-holder Subordination documentation
- B.5.D. Capital Campaign Drive literature
- B.6.A. Detailed Upgrade/Renovation Cost Estimate
- B.7. Furniture & Equipment List
- B.8. Attached Moveable Property - Lien-holder Acknowledgement
- B.9.A. Consultant deliverables, hours, rates
- B.9.B. Installation deliverables, hours, rates
- B.10.G. City Operating Contracts - Summary of Terms

APPENDIX C - Moveable Property : Equipment/Equipment Systems

- C.4. Multiple Location Information
- C.4.A. Lease (if applicable) (or) Explanation of "Other"
- C.5.B. Lien-holder Subordination documentation
- C.6.D. Capital Campaign Drive literature
- C.7. Equipment List
- C.8. Attached Moveable Property - Lien-holder Acknowledgement
- C.9.A. Additional System functions narrative
- C.10.A. Consultant deliverables, hours, rates
- C.10.B. Installation deliverables, hours, rates
- C.11.F. City Operating Contracts - Summary of Terms

APPENDIX D - Vehicle(s)

- D.4. Multiple Location Information
- D.6.D. Capital Campaign Drive literature
- D.7. Vehicle Specifications
- D.8.F. City Operating Contracts - Summary of Terms

APPENDIX E - Real Property Acquisition

- E.3.D. Capital Campaign Drive literature
- E.4.D. Lender Subordination documentation
- E.5.G.i Appraisal
- E.5.G.ii Title Search
- E.5.G.iii Purchase Contract
- E.6.A. Real Property Photographs (if applicable)
- E.8.A. Certificate of Occupancy

APPENDIX F - Housing Project

- F.5. Appraisal
- F.6.B. Scope of Work
- F.7.A. Project Timeline
- F.10.A. Certificate of Occupancy

I. CONTACT INFORMATION

1. Organization Legal Name: _____
2. "Doing Business As" Name: _____
3. Website: _____
4. Organization Main Address:
Street: _____ City: _____
State: _____ Zip Code: _____
Borough: _____
5. Principal Contact:
Name: _____ Phone: _____
Title: _____ Fax: _____
E-Mail Address: _____
6. Chief Executive Officer (or equivalent):
Name: _____ Phone: _____
Title: _____ Fax: _____
E-Mail Address: _____
7. Attorney:
Name: _____ Phone: _____
Firm: _____ Fax: _____
Address: _____
Website: _____
E-Mail Address: _____
8. Community Board #: _____
9. Council District #: _____
10. Council member representing your district: _____
11. EIN #: _____
Taxpayer ID #: _____ (If different from EIN # above)

II. ORGANIZATION INFORMATION

1. Organization Background:

- A. Briefly describe the mission, history and principal activities of the Organization (if necessary, attach additional narrative as **Attachment II.1.A.**):

- B. Attach Articles & Certificate of Incorporation and By-laws as **Attachment II.1.B.** and answer the following:

1. In what year was the Organization formed? ____
2. In what State was the Organization formed? ____

If the Organization is not incorporated in New York State, attach explanation of where it was formed as **Attachment II.1.B.2.**

- C. Indicate tax status of Organization: ____

Provide IRS letter of determination of tax-exempt status under section 501(c)(3) of the Internal Revenue Code, or, if Organization is not exempt under section 501(c)(3) attach explanation or documentation of tax status. (**Attachment II.1.C.**)

- D. Provide evidence of registration with the New York State Attorney General Charities Bureau (pursuant to New York Estates, Powers & Trusts Law (EPTL) or Article 7-A of the New York Executive Law (Article 7-A) or both) or explanation of why Organization is not registered (**Attachment II.1.D.**).

- E. Is the Organization a private elementary school or secondary school or university?

Yes No

If YES, attach narrative indicating the type of school and population served. Please note that no funding will be provided to private elementary or secondary schools except where 100% of the student body consists of special education students with disabilities whose tuition costs are covered by the New York City Department of Education, provided that any such school is not located in the building of another school. (See "Guidelines" for additional information.)(**Attachment II.1.E.**)

- F. Does the Organization describe itself as a faith-based organization?

Yes No

If YES, provide description/explanation as **Attachment II.1.F.**

2. **Operations and Management:**

- A. Attach an Organizational chart and a list of the staff members and their functions (**Attachment II.2.A**).
- B. Attach a list of the Board of Directors and their professional affiliations as **Attachment II.2.B**. and answer the following:
 - 1. How many members are on your full Board? ____
 - 2. Do members have term limits? Yes No
 - 3. How often does your Board meet? Monthly Quarterly Annually
Other Specify: ____
 - 4. Does your Board have an active committee structure? Yes No
 - 5. Does your Board have an Audit Committee? Yes No
 - 6. Does your Board have a Finance Committee? Yes No
 - 7. Does your Board have a Capital Committee? Yes No
 - 8. How will your Organization's Board of Directors be involved in the Project?

3. **Programming, Marketing and Membership:**

- A. Attach a sample of your Organization's brochures and/or flyers describing the types of programs offered (**Attachment II.3.A**).
- B. Attach a list of the specific media in which your Organization advertises or promotes its services or programs (e.g., internet websites other than its own, local newspapers, school publications, etc.) and provide examples of such advertisements (**Attachment II.3.B**).
- C. Complete the table below indicating the category of service or program provided and the number of persons served in each category for the current and prior Fiscal Years (if additional space is required, attach as **Attachment II.3.C**):

Service/Program	Prior FY	FY	Current FY
Total			

- D. Provide all membership and program or service applications and fee schedules as **Attachment II.3.D**. and complete following questions:

1. Are Organization services and/or programs generally available to all residents of the City of New York? Yes No
If NO, provide explanation as **Attachment II.3.D.1.**
2. Is membership in the Organization required to participate in any of the Organization programs or be a recipient of Organization services? Yes No
If YES, attach a description of membership requirements and an explanation of different fees to members and non-members, where appropriate (**Attachment II.3.D.2.**).

4. City Contracting Information:

- A. Does the Organization have any operating contracts with, or has the Organization received, within the last three fiscal years, an elected official discretionary allocation through, any City Agency? Yes No

If YES, complete table below indicating, for each operating contract and/or discretionary allocation, the (i) annual amount, (ii) the administering City Agency (e.g., Department for the Aging (DFTA), Department of Youth & Community Development (DYCD), NYC Children’s Services (ACS)), (iii) the purpose of each such operating contract (e.g., After-school programs, Senior Services, etc) and (iv) the Contact person at City Agency. If the Organization has more than one operating contract and/or discretionary allocation, please complete a table in this form for each such operating contract/discretionary allocation on a separate page (**Attachment II.4.A.**)

FISCAL YEAR (FY)	ANNUAL AMOUNT	CITY AGENCY	OPERATING CONTRACT/GRANT PURPOSE	CITY AGENCY CONTACT PERSON
Current FY	\$			
Prior FY	\$			
Two FYs Prior	\$			

5. City Capital Funding (prior projects and funding):

- A. Has the City appropriated Capital funds for any capital project of the Organization, or an affiliated organization, at any time in the past? Yes No

If YES, complete the table below and answer B. In the table below indicate (i) the amount of the appropriation, (ii) the City Agency where the funds are/were budgeted (e.g., DCA, DFTA, ACS, DCAS, DPR), (iii) the capital project for which funds were appropriated (e.g., computer purchase, building acquisition, bathroom renovation), (iv) whether a Funding Agreement was executed for the capital project (Y/N), and (v) the fiscal year of the Funding Agreement. If a Funding Agreement has not yet been executed, indicate the fiscal year of the initial appropriation. If additional lines are needed due to multiple prior funded capital projects, continue responses in the form of this table on a separate attachment. (**Attachment II.5.A.**)

APPROPRIATION AMOUNT	CITY BUDGET AGENCY	CAPITAL PROJECT (E.g., Reconstruction of Main Office, Computer Purchase, Theater Lighting, etc)	FUNDING AGREEMENT (Y/N)	FISCAL YEAR
\$				
\$				
\$				

B. Has any capital Project of the Organization for which the City has appropriated Capital funds been completed? Yes No
If YES, provide copies of the bi-annual Project compliance certifications as **Attachment II.5.B.**

6. **Organization Connection to City:**

A. Does any member of your Organization's Senior Management, Board of Directors or Trustees also work for the City or for any Elected Official in the City? Yes No
If YES, describe in an attachment labeled **Attachment II.6.A.**

B. Is any Member of your Organization's Senior Management, Board of Directors, or Trustees a relative of an Elected Official in the City (a relative is any spouse, domestic partner, parent, child or sibling)? Yes No
If YES, describe in an attachment labeled **Attachment II.6.B.**

7. **Organization Long-term Planning:**

A. Does your Organization have a strategic and/or business plan? Yes No
If YES, attach as **Attachment II.7.A.** and describe how it relates to the Project for which you are requesting funding.

B. Does your Organization have a master and/or capital plan? Yes No
If YES, attach as **Attachment II.7.B.** and describe below how it relates to the Project for which you are requesting funding.

8. **Financial Information:**

A. Provide Audited Financial Statements for the last three (3) years (**Attachment II.8.A.**).

B. Provide a copy of the most recent tax form filed with the IRS by the Organization (e.g., Form 990) (**Attachment II.8.B.**).

- C. Complete the Budget Chart on page 13, submit a detailed current year budget as **Attachment II.8.C.**, and indicate in the table below the percentage breakdown of (i) actual operating income for the fiscal year prior to this fiscal year, (ii) the projected operating income for the current fiscal year and (iii) the projected operating income for the upcoming fiscal year.

	Prior fiscal year	Current fiscal year	Upcoming fiscal year
Government support	%	%	%
Non-governmental	%	%	%
Earned Income	%	%	%
Other	%	%	%
Total	100 %	100 %	100 %

- D. Please indicate Organization special funds:

Type of Fund	Restricted/ Unrestricted (\$)	Amount as of Start of Current fiscal year (\$)	Projected for Start of Coming fiscal year (\$)	Purpose (if restricted)
Endowment				
Cash Reserve				
Other				
Total				

BUDGET CHART		
The following should set forth actual and projected budgets for the Organization. Provide accurate actual or projected amounts in all categories.	TOTAL CURRENT FY INCOME (PROJECTED)	
	TOTAL CURRENT FY EXPENSES (PROJECTED)	

ANNUAL OPERATING BUDGETS

	Prior FY Actual	Current FY Projected	Upcoming FY Projected
EARNED INCOME:			
Membership Fees			
Contracted Services - City			
Contracted Services - State			
Contracted Services - Other			
Tuition, Class/Workshop Fees			
Publications			
Fundraising (Gross)			
Other Earned Income			
TOTAL EARNED INCOME			
UNEARNED/NONGOVERNMENT INCOME:			
Corporate Contributions			
Foundation Grants			
Individual Contributions			
Other Unearned (see			
SUBTOTAL			
UNEARNED/GOVERNMENT INCOME (specify):			
Federal: ____			
State: ____			
Other Federal/State			
City: ____			
City: ____			
Other: ____			
Other: ____			
SUBTOTAL			
TOTAL UNEARNED INCOME			
EXPENSES:			
Personnel			
Administrative			
Other (specify): ____			
Other (specify): ____			
Other (specify): ____			
Other (specify): ____			
Outside Professional Services			
Space rentals/Utilities			
Equipment Rental/Supplies			
Travel/Transportation			
Advertising/Promotion Marketing			
Other Expenses			
TOTAL EXPENSES			
SURPLUS/DEFICIT			
IN-KIND SUPPORT			
IN-KIND + EXPENSES			

III. CITY REQUIREMENTS & COVENANTS

1. CITY PURPOSE COVENANT

Prior to the distribution of City capital funds, the Organization must record the City Purpose Covenant requiring, among other things, that each Project financed with City capital funds be used for a defined City purpose for its entire useful life, which will be no less than five (5) years and no longer than thirty (30) years, after the completion or installation date, depending on the type of Project that is funded. The required use of the Project pursuant to the City Purpose Covenant will be based on the particular City purpose that is being served by the Project.

City Purpose Covenant involving real property - in instances in which the City funds are for the acquisition, construction, reconstruction and/or improvements to real property, with the exception of housing projects undertaken pursuant to statutory grant or loan authority, the City Purpose Covenant will be in the form of a Restrictive Covenant that runs with the land and must be recorded as the senior lien on the real property. In all cases, except for housing projects undertaken pursuant to statutory grant or loan authority, there may be no mortgages or other liens on the property unless they are subordinated to the City Purpose Covenant prior to the distribution of City funds.

City Purpose Covenant involving Moveable Property - in instances in which the City funds are for the acquisition of Moveable Property such as furniture and equipment for initial outfitting, standalone equipment, equipment systems or vehicles, the City Purpose Covenant will be in the form of a Use Agreement or Security Agreement to be filed by Form UCC-1 (equipment) or DMV lien (vehicles). In all cases, there may be no other liens on the Moveable Property unless such liens are subordinated to the City Purpose Covenant prior to the distribution of City funds. Note that in the case of UCC-1 liens, the Organization must make continuation filings every five years.

For additional information, please see Exhibit 2 ("Guidelines for Capital Funding for Not-For-Profit Organizations").

A. Does the Organization understand and agree to the recordation of a senior lien restricting the use of the City Funded asset to the City Purpose for the required term:

Yes No

B. Has the Organization secured the agreement of every prior lien-holder or every potential lender to the subordination of their lien(s) to the City Purpose/Restrictive Covenant?

Yes No

If YES, the Organization must submit documentation showing that each lender will subordinate existing liens to the City Purpose/Restrictive Covenant as set forth in each Appendix. If NO, provide explanation as noted in the Appendix for your Project type.

2. NON-DISCRIMINATION & EQUAL ACCESS

A. The Organization shall not discriminate against any person based on race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or political affiliation. Does the Organization understand and agree to this

requirement:

Yes No

- B. The Project (which depending on the circumstances may comprise real property, personal property or both, depending on the project being funded) shall not be used to advance or support sectarian activity, including religious worship, instruction or proselytization unless the Organization complies with the requirements below, which together comprise "the Allocable Sectarian Use Requirements." Notwithstanding the preceding, subject to the requirements of the City Purpose Covenant, such Project may be made available to any person, including Organization itself, on a neutral, non-discriminatory basis in conjunction with any religious or nonreligious purposes or activities conducted on or with the Project, provided that the asset is generally made available to the general public for such purposes or activities on substantially similar terms and conditions, the availability of the Project for such purposes or activities on such terms and conditions is made known to the general public, and the use of the Project for any such purposes or activities is occasional and temporary (this paragraph constitutes the Sectarian Use Exception).

Does the Organization understand and agree to this requirement?

Yes No

Does the Organization intend to use the Project, or any portion thereof, for any sectarian/religious activity?

Yes No

If YES, attach a detailed explanation of how the Organization will comply with the requirements of the "Sectarian Use Exception" set forth above (Attachment III.2.B.).

3. REIMBURSEMENT BASIS OF CITY PAYMENTS

The City may reimburse an Organization only for payments made by the Organization after the date of the appropriation of City funds. However, City funds will be paid only on a reimbursement basis upon requisition by the Organization pursuant to an executed Funding Agreement. It will be the responsibility of the Organization to advance funds from its own sources and provide proof of payment prior to reimbursement from the City for eligible Project costs. The City has no obligation to reimburse an Organization until a Funding Agreement is executed between the City and the Organization and registered with the City Comptroller. For further information on the process, see the Guidelines, Exhibit 2.

Does the Organization understand the reimbursement basis of City payments pursuant to an executed Funding Agreement?

Yes No

4. ONGOING COMPLIANCE

On the anniversary of the recordation or filing of the Declaration of Restrictive Covenant or Security Agreement, and on each anniversary thereafter, the Organization must issue a certification to the City that the Project is held and used in compliance with the City

Purpose Covenant and other requirements. This certification must be signed by the Chief Executive Officer (or equivalent) of the Organization.

Does the Organization understand and agree to this requirement?

Yes No

IV. REPRESENTATION FORM

Authorization to submit this Capital Funding Request Form for the Organization and to make the warrants and representations covenants set forth herein and that all answers submitted are factual and accurate.

I, ____, as ____ [Title] of the Organization listed above, have the authority to submit this Capital Funding Request Form on behalf of ____ [Organization's Legal Name].

I certify under penalties of perjury that all answers submitted are factual, accurate and that this Request Form has been completed with the best efforts of the above named Organization.

(Electronic Signature - Please Initial)

(Print Name)

(Date)

APPENDIX A CONSTRUCTION OR RENOVATION

1. **Project Description:**

Briefly describe the goal(s) of the Project, how the Project will serve a City purpose and any additional programming that the Organization will offer once the project is complete. (Detail is requested in other questions below.)

2. **Property Ownership**

A. Does the Organization currently own or lease the real property where the construction or renovation will take place or is already underway?

Own: Lease: Other:

If LEASE or OTHER, note that the City will not fund improvements to leased space or space not owned by the Organization, except as set forth in the "Guidelines" (Exhibit 2). If your Organization falls within those exceptions, attach a copy of the lease and all amendments and renewals, or an explanation of "Other" as **Attachment A.2.A.**

B. **Project Address:**

Street: _____ City: _____
State: _____ Zip Code: _____
Borough: _____

3. **Estimated Total Cost of Construction or Renovation (Hard & Soft Costs): \$ _____**

4. **Projected Funding Sources for Project:**

A. *City Funding Sources* - complete table below. Note that there are two columns of "Prior City Funding." The first column relates to funds for which a Funding or other agreement has been executed with the City and under which funds have been or will be disbursed. The second column relates to funds appropriated to date but for which a Funding or other agreement has not yet been executed.

SOURCE	PRIOR CITY FUNDING (EXECUTED FUNDING AGREEMENTS TO DATE)	PRIOR CITY FUNDING (Appropriations for which no Funding Agreement has been executed)	FUNDING REQUESTED IN THIS APPLICATION	TOTAL (PRIOR + REQUEST)
CITY COUNCIL	\$	\$	\$	\$
BOROUGH PRESIDENT	\$	\$	\$	\$
OTHER CITY	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

B. *Non-City Funding Sources* - complete table below & specify each source (e.g., private foundations, NYS Assembly, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format for additional sources. Label the attachment **Attachment A.4.B.**

SOURCE OF NON-CITY FUNDS	AMOUNT IN HAND	AMOUNT PLEGGED	AMOUNT REQUESTED	TOTALS
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

C. *Total Currently Available Funding Sources:*

City Funding in Executed Funding Agreements: \$ _____
City Funding Appropriated (not yet executed): \$ _____
Non-City Funding already spent on Project: \$ _____
Non-City Funding in hand: \$ _____
TOTAL: \$ _____

D. *Fundraising Schedule and Goals* - describe your fundraising schedule and goals. (Capital campaign drive literature should be attached as **Attachment A.4.D.**)

5. **Bank or Other Financing:**

A. Does the Organization intend to seek financing (a loan) or has it already secured such financing, to construct or renovate the real property (including any bridge loans)?

Yes No

If YES, complete B through D.

B. What is the amount borrowed or to be borrowed from a lender? \$____

C. Will the loan be secured by a lien on the real property to be acquired? Yes No

D. Has the lender been identified? Yes No

If YES, complete the following:

1. Lender name & contact information: _____
2. Has Lender reviewed the City's form of Restrictive Covenant? Yes No

If NO, provide Lender with such form (attached hereto as Exhibit 3)

3. Will lender subordinate its lien to the City's Restrictive Covenant?

Yes No Don't Know

If YES, attach evidence from lender that it will subordinate. If NO or DON'T KNOW, in an attachment describe the steps the Organization is taking to secure Lender's agreement.

Label attachment, **Attachment A.5.G.**

6. Existing Property Liens:

A. Title Search - has the Organization requested a Title Search within the past twelve (12) months for the project premises? Yes No

If YES, attach a copy of the most recent Title Search (include Title Commitment and Policy of Title Insurance) as **Attachment A.6.A.**

B. Are there any known restrictions including liens or mortgages currently recorded against the building/building site? Yes No

If YES, indicate the type (e.g. use restriction, lien, mortgage, other) complete the table below and answer C. If additional space or explanation is required, provide such in attachment labeled as **Attachment A.6.B.:**

TYPE OF LIEN	EXPIRATION DATE OF LIEN	LIEN-HOLDER NAME

C. Will the lien-holder(s) subordinate its lien to the City's Restrictive Covenant?

Yes No Don't Know

If YES, attach evidence from lien-holder that it will subordinate. (For reference see Exhibit 4, Form of Subordination Agreement.) If NO or DON'T KNOW, in an attachment describe the steps the Organization is taking to secure Lien-holder's agreement. Label attachment, **Attachment A.6.C.**

7. Scope of Work

A. Have you hired an architect or engineer? Yes No

If YES, identify below.

Firm Name: _____	Website: _____
Contact Person: _____	Email: _____
Phone: _____	Fax: _____

B. Has an architect or engineer prepared a detailed scope of work? Yes No
 If YES, attach such scope as **Attachment A.7.B.**

C. Identify the general categories of work involved in your Project by marking 'x' in the right column:

Renovation	
A. Exterior or envelope of the building	<input type="checkbox"/>
B. Infrastructure (plumbing, HVAC, electrical, etc.)	<input type="checkbox"/>
C. Interior space	<input type="checkbox"/>
Construction	
A. Demolition of current structure or portion of current structure in order to build new space. In this case please explain what will be demolished and why, what will be built in its place and how is it different than the old demolished space.	<input type="checkbox"/>
B. New addition either adjacent to its current building or adding floors to the current building.	<input type="checkbox"/>
C. Construction of new building or structure	<input type="checkbox"/>
D. Landscaping associated with construction of new building or structure	<input type="checkbox"/>

D. Provide a breakdown of the major aspects of the Project. If the project is a renovation, please describe the major project components, steps in the renovation, etc. If the Project is new construction, please provide information on the size, make-up, and cost of the new facility.

8. Proposed Project Timeline and Budget

A. Has an architect or engineer prepared a Project timeline? Yes No
 If YES, generally describe below and attach a copy of the Project timeline as **Attachment A.8.A.** If NO, describe your project timeline below and indicate your current Project phase (e.g., scope development, design or construction)?

B. Has an architect, engineer or project manager prepared a cost estimate of the Project?
 Yes No

If YES, attach a copy of the cost estimate as **Attachment A.8.B** and answer the following with regard to the cost estimate:

1. Does the cost estimate take into account that NYS Labor Law - the payment of prevailing wages - must be complied with for all work to be funded by the City? Yes No

If NO, attach explanation as **Attachment A.8.B.1**

2. Does the cost estimate include 15% contingency on all contracts (relating to Hard Costs) to the extent such contracts are not complete? Yes No

C. Complete the summary budget below. Provide for 15% on unexpended contract amounts relating to Design, Construction Management and Construction. (Note that the detailed scope and cost estimates provided under 7.B. and 8.B. respectively should break-out such costs as GC, overhead, profit, insurance, fees (including NYC Interfund Agreement (IFA) fees if applicable) and other; in this summary budget such costs should be reflected in either CONSTRUCTION COSTS or OTHER.)

USE	AMOUNT	FUNDING SOURCE (CITY/OTHER)
DESIGN COSTS		
CONSTRUCTION MANAGER		
CONSTRUCTION COSTS		
CONTINGENCY (15%)		
OWNERS REPRESENTATIVE		
FURNITURE AND EQUIPMENT		
OTHER:		
TOTAL		

9. Project Management:

A. Describe your Project management chain of command. List both internal and external staff involved in the Project and describe their responsibilities.

B. Have you hired a Project manager? Yes No

If YES, identify below:

Firm Name: _____ Website: _____
 Contact Person: _____ Email: _____
 Phone: _____ Fax: _____

10. Contemplated Uses/Purposes of Property

A. Generally describe the purposes of the Project which identifies all of the contemplated uses (administrative, front-line services, community use, other programming), operating hours for, and the population served by, each use. If additional space is required, attach on separate page labeled Attachment A.10.A.)

B. Complete the table below indicating the type of rooms/areas in the building, the number of such rooms, the SF of such rooms, and the programming in such rooms (after-school tutoring, counseling, administrative office use or other programming. If the room type is not indicated in the table, add the type in one of the blank rows. If more space is needed, or if the property to be constructed or renovated is not a building, provide additional information in the form of a table or describe the property in an attachment labeled Attachment A.10.B.

ROOM TYPE	#	SF	CONTEMPLATED USE(S) (Administrative, Front-line services, Other Programming)
Offices			
Auditorium/Theater			
Class Room(s)			
Gymnasium			
Bathroom(s)			
Kitchen(s)			
Clinic/Exam Rooms			
Cafeteria			

C. Will the Project result in new services or programs being offered by the Organization?
 Yes No

D. Will any of the services or programs to be provided by the Project involve the expansion of services or programs currently offered by the Organization? Yes No

E. Project's impact on operating costs: please explain how this Project, once it is completed, will impact the Organization's operating budget (i.e., energy costs; security costs;

maintenance costs; insurance costs; etc.). Explain how the Organization will fund any increased operational costs and/or maintain the site after the Project is completed.

F. Are the services to be performed or the programs to be provided by the Organization in the building regulated by any federal, State or City Agency? Yes No
 If YES, does the Organization have all required licenses, permits, etc. for the planned uses? Yes No
 If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (Attachment A.10.F.)

G. Will any of the services or programs to be provided in the newly acquired building be provided pursuant to one or more operating contract(s) with a City Agency? Yes No
 If YES, provide a summary description of the contract including term of the agreement(s) (start and expiration dates), number and term of renewal options (if any), contracting City Agency, services covered. Attach the description as Attachment A.10.G.

11. Zoning, land, approval and environmental considerations

A. Complete the following and attach the current Certificate of Occupancy as Attachment A.11.A.

Zoning of Building: _____
 Zoning District: _____
 Department of Finance Building Classification: _____

B. Is the Project use in accordance with the current "as of right" zoning and the Certificate of Occupancy? Yes No
 If NO, has there been an opinion rendered by the Department of Buildings (DOB), Department of City Planning (DCP), the Board of Standards & Appeals (BSA) or other regulatory agency regarding the contemplated use? Yes No
 If NO, provide explanation in an attachment labeled Attachment A.11.B.

C. Please indicate below by marking 'x' if the Project's building/site has been designated or is pending designation as part of one of the below. Please also indicate if the relevant office has issued an approval for the Project:

	<u>Designated or Pending Designation</u>	<u>Approved</u>
NYC Landmark	<input type="checkbox"/>	<input type="checkbox"/>
NYC historic district	<input type="checkbox"/>	<input type="checkbox"/>
NYC special natural area	<input type="checkbox"/>	<input type="checkbox"/>
NYC Design Commission	<input type="checkbox"/>	<input type="checkbox"/>
National register of historic places	<input type="checkbox"/>	<input type="checkbox"/>
National historic landmark	<input type="checkbox"/>	<input type="checkbox"/>

D. Is ULURP required for your Project? Yes No

E. Is environmental (CEQR/SEQRA) review required for your Project? Yes No
If YES, indicate what type of review and whether such review is complete below, and provide copies of all relevant documents as an attachment labeled **Attachment A.8.E.** (For more information on environmental reviews, please visit NYC's Office of Environmental Coordination's website <http://www.nyc.gov/html/oec/html/ceqr/ceqr.shtml>.)

F. Will the Project include the removal or containment or other remediation of any hazardous materials or pollutants, such as lead paint, asbestos, mold, oil, other petroleum products, or other contaminants? If yes, please describe.

12. **Green building standards law:** The green building standards law, Local Law 86 (New York City Charter section 224.1 and chapter 10 of title 43 of the Rules of the City of New York), applies to certain construction or reconstruction projects receiving City funds. (Information on Local Law 86 can be found on the web at <http://www.nyc.gov/oec>)

A. Does the Green buildings standards law apply to your project? Yes No

If NO, explain why not below. If YES, explain why below. In each case, be specific and include references to the relevant sections of the law.

If YES, will your project comply with the green buildings law? Yes No

**APPENDIX B
MOVEABLE PROPERTY
FURNITURE AND EQUIPMENT (F/E) FOR INITIAL OUTFITTING**

1. Project Description:

A. Briefly describe the goal(s) of the Project, how the Project will serve a City purpose and any additional programming that the Organization will offer once the Project is completed.

B. Moveable Property purchases are deemed "initial outfitting" if and only if the location of the Moveable Property falls into one of the following categories and is under the control of the Organization for at least five years from the purchase and installation of such Moveable Property. Review the definition of Initial Outfitting in the Glossary (Exhibit 1) to determine whether your Project meets the criteria identified therein and the categories set forth below. Indicate your Project's category by completing the relevant information below:

BUILDING TYPE	DATES	DATE OF FIRST OCCUPANCY (F/E purchase must occur within 6 months of the occupancy date)
Newly Acquired Property	Purchase Date of Property:	
Newly Leased Property	Lease Term: years Lease Start Date: Lease End Date:	
Newly Constructed Property	Construction Completion Date:	
Comprehensive Upgrade/Complete Reconstruction (complete 6 below)	Construction Completion Date:	

2. Estimated cost of initial outfitting Moveable Property: \$ ____

3. Property Ownership

A. Does the Organization currently own or lease the location to be Initially Outfitted?
Own: Lease: Other:

If LEASE or OTHER, attach a copy of the lease and all amendments and renewals, or an explanation of "Other" as **Attachment B.3.A.**

B. Project Address:

Street: _____ City: _____
 State: _____ Zip Code: _____
 Borough: _____

4. Existing Liens on Location of Initial Outfitting:

A. Are there any pre-existing liens that could potentially attach to the contemplated Moveable Property including liens on "after-acquired equipment"?

Yes No Don't Know

If YES, complete the table below and answer C (if additional space is required, label attachment **Attachment B.4.A.**). If DON'T KNOW, describe how Organization will proceed with determining lien status in an attachment labeled **Attachment B.4.A.**

TYPE OF LIEN	EXPIRATION DATE OF LIEN	LIEN-HOLDER NAME

B. If any liens would cover the contemplated Initial Outfitting Moveable Property, will the lien-holder(s) subordinate its/their lien(s) to the City's lien?

Yes No Don't Know

If YES, attach evidence from each Lien-holder that it will subordinate. If NO or DON'T KNOW, describe the steps the Organization is taking to secure lien-holder's agreement in attachment labeled **Attachment B.4.B.**

5. Projected Funding Sources:

A. *City Funding Sources* - complete table below

SOURCE	PRIOR CITY FUNDING (APPROPRIATIONS TO DATE)	FUNDING REQUESTED IN THIS APPLICATION	TOTAL (PRIOR + REQUEST)
CITY COUNCIL	\$	\$	\$
BOROUGH PRESIDENT	\$	\$	\$
OTHER CITY	\$	\$	\$
TOTALS	\$	\$	\$

B. *Non-City Funding Sources* - complete table below & specify each source (e.g., private foundations, NYS Assembly, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format for additional sources. Label the attachment **Attachment B.5.B.**

SOURCE OF NON-CITY FUNDS	AMOUNT IN HAND	AMOUNT PLEDGED	AMOUNT REQUESTED	TOTALS
	\$	\$	\$	\$
	\$	\$	\$	\$

SOURCE OF NON-CITY FUNDS	AMOUNT IN HAND	AMOUNT PLEDGED	AMOUNT REQUESTED	TOTALS
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

C. *Total Funding Sources* - complete table below (it should be the sum of B & C table totals).

SOURCE	AMOUNT IN HAND/ APPROPRIATED	AMOUNT PLEDGED (Non-City)	AMOUNT REQUESTED (City & Non-City)	TOTALS
CITY	\$	\$	\$	\$
NON-CITY	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

D. *Fundraising Schedule and Goals* - describe your fundraising schedule and goals. (Capital campaign drive literature should be attached as **Attachment B.5.D.**)

6. **Comprehensive Upgrade/Complete Reconstruction:** If the proposed Initial Outfitting is a result of a Comprehensive Upgrade/Complete Reconstruction complete the following.

A. Describe the scope of work, including the trades (such as demolition, painting, carpeting, drywall, ceiling work, etc.). Attach a detailed cost estimate for the scope of work as **Attachment B.6.A.**

B. Describe the location in the facility and size of the area affected by the reconstruction/upgrade.

- C. Explain who will be managing the Project. If you are planning to hire outside consulting services, please explain the responsibilities of the consultant.

7. **Moveable Property List:** A comprehensive list of every item of Moveable Property for which funding is being requested *must* be attached, substantially in the form of the table below, as **Attachment B.7**. The list must include the item of Moveable Property to be purchased (e.g., Side Desk, Toddler Chair, Conference Table, etc), the quantity to be purchased of such item, the unit cost of such item and the anticipated date of purchase. If any of the Moveable Property will be attached to the real property in any manner, the list should be broken down into two parts, one part covering all attached Moveable Property (e.g., wall brackets, theater seats bolted to floor, etc.) the other part covering all unattached Moveable Property (e.g., desk chairs, desktop computer)

SAMPLE TABLE [ATTACHMENT B.7.]			
ITEM OF MOVEABLE PROPERTY TO BE PURCHASED	QUANTITY OF ITEM	COST OF INDIVIDUAL PIECES (UNIT COST)	PURCHASE DATE
TOTAL \$:			

8. **Attached Movable Property:** Will any of the Movable Property be attached in any manner to the real property? Yes No
 If YES, please refer to the discussion of "Moveable Property" in the Guidelines and address the following.

Has the landlord, or other owner of, and anyone holding a mortgage or lien on such real property, acknowledged in writing that such attached movable items will not be considered part of such real property and will not be subject to such ownership, mortgage or lien?
 Yes No

If YES, provide such acknowledgement(s) as **Attachment B.8**. If NO, provide explanation of how Organization will secure such acknowledgement (**Attachment B.8**).

9. Installation and related soft costs:

A. Will there be any consultant or design fees, or other soft costs to install the Moveable Property? Yes No

If YES, then attach a detailed description of the scope of work for the consultant or designer, the estimated hours to perform the consulting or design services, and the hourly rates to be paid for such consulting and designing as Attachment B.9.A.

B. Will there be any installation or installation-related costs associated with the installation of the Moveable Property? Yes No

If YES, then attach a detailed description of the scope of work for the installation, the estimated hours to perform the installation, and the hourly rates to be paid for the installation as Attachment B.9.B.

10. Contemplated Uses/Purposes of Moveable Property

A. Generally describe the purposes of for which the Initial Outfitting Moveable Property will be used (administrative, front-line services, community use, other programming), the operating hours for, and the population served by, each use. If additional space is required, attach on separate page labeled Attachment B.10.A.

B. Complete the table below indicating the type of rooms/areas in which the Initial Outfitting Moveable Property will be located, the number of such rooms, the SF of such rooms, and the programming in such rooms (after-school tutoring, counseling, administrative office use or other programming). If the room type is not indicated in the table, add the type in one of the blank rows. If more space is needed, or if the space to be Initially Outfitted is not a building, provide additional information in the form of a table or describe the property in an attachment labeled Attachment B.10.B.

ROOM TYPE	#	SF	CONTEMPLATED USE(S) (Administrative, Front-line services, Other Programming)
Offices			
Auditorium/Theater			
Class Room(s)			
Gymnasium			
Bathroom(s)			
Kitchen(s)			
Clinic/Exam Rooms			
Cafeteria			

ROOM TYPE	#	SF	CONTEMPLATED USE(S) (Administrative, Front-line services, Other Programming)

C. Will the Project result in new services or programs being offered by the Organization?
Yes No

D. Will any of the services or programs to be provided by the Project involve the expansion of services or programs currently offered by the Organization? Yes No

E. Project's impact on operating costs: please explain how this Project, once it is completed, will impact the Organization's operating budget (i.e., energy costs; security costs; insurance costs; maintenance costs; etc.). Explain how the Organization will fund any increased operational costs and/or maintain the site after the Project is completed.

F. Are the services to be performed or the programs to be provided by the Organization with the Moveable Property regulated by any federal, State or City Agency? Yes No
If YES, does the Organization have all required licenses, permits, etc. for the planned uses?
Yes No

If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (**Attachment B.10.F.**)

G. Will any of the services or programs using the newly acquired Moveable Property be provided pursuant to one or more operating contract(s) with a City Agency?
Yes No

If YES, provide a summary description of the contract including term of the agreement(s) (start and expiration dates), number and term of renewal options (if any), contracting City Agency, services covered. Attach the description as **Attachment B.10.G.**

APPENDIX C
MOVEABLE PROPERTY
STANDALONE EQUIPMENT AND/OR EQUIPMENT SYSTEM

1. Project Description:

- A. Briefly describe the goal(s) of the Project, how the Moveable Property will serve a City purpose and any additional programming that the Organization will offer once the Moveable Property is purchased and installed.

2. Type of Moveable Property to be purchased (check all that apply; see Glossary):

- Equipment System
 IT/Computer Equipment System
 Standalone Equipment

3. Estimated Total Cost of Moveable Property: \$ ____

4. Location of Moveable Property: If the Moveable Property will be located at multiple locations, the information below must be provided for each location, attach as **Attachment C.4.**

- A. Does the Organization currently own or lease the location of the Moveable Property?

Own: Lease: Other:

If LEASE or OTHER, attach a copy of the lease and all amendments and renewals, or an explanation of OTHER, as **Attachment C.4.A.**

B. Moveable Property Address:

Street: _____ City: _____
State: _____ Zip Code: _____
Borough: _____

5. Existing Liens on Location of Moveable Property:

A. Are there any pre-existing liens that could potentially attach to the contemplated Moveable Property including liens on "after-acquired equipment"?

Yes No Don't Know

If YES, complete the table below and answer C (if additional space is required, label attachment **Attachment C.5.A.**). If DON'T KNOW, describe how Organization will proceed with determining lien status in an attachment labeled **Attachment C.5.A.**

TYPE OF LIEN	EXPIRATION DATE OF LIEN	LIEN-HOLDER NAME

B. If any liens would cover the contemplated Moveable Property, will the lien-holder(s) subordinate its/their lien(s) to the City's lien?

Yes No Don't Know

If YES, attach evidence from each lien-holder that it will subordinate. If NO or DON'T KNOW, describe the steps the Organization is taking to secure lien-holder's agreement in attachment labeled **Attachment C.5.B.**

6. Projected Funding Sources:

A. *City Funding Sources* - complete table below

SOURCE	PRIOR CITY FUNDING (APPROPRIATIONS TO DATE)	FUNDING REQUESTED IN THIS APPLICATION	TOTAL (PRIOR + REQUEST)
CITY COUNCIL	\$	\$	\$
BOROUGH PRESIDENT	\$	\$	\$
OTHER CITY	\$	\$	\$
TOTALS	\$	\$	\$

B. *Non-City Funding Sources* - complete table below & specify each source (e.g., private foundations, NYS Assembly, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format for additional sources. Label the attachment **Attachment C.6.B.**

SOURCE OF NON-CITY FUNDS	AMOUNT IN HAND	AMOUNT PLEDGED	AMOUNT REQUESTED	TOTALS
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

C. *Total Funding Sources* - complete table below (it should be the sum of B & C table totals).

SOURCE	AMOUNT IN HAND/ APPROPRIATED	AMOUNT PLEDGED (Non-City)	AMOUNT REQUESTED (City & Non-City)	TOTALS
CITY	\$	\$	\$	\$
NON-CITY	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

D. *Fundraising Schedule and Goals* - describe your fundraising schedule and goals. (Capital campaign drive literature should be attached as Attachment C.6.D.)

7. **Moveable Property List:** Complete the table below. Every item of Moveable Property for which funding is being requested *must* be identified. The list must include the items to be purchased, the quantity to be purchased of such item, the unit cost of such item and the anticipated date of purchase. If the Moveable Property to be purchased is an Information Technology system or IT related, a copy of the specifications for each item should be attached. If any of the Moveable Property will be attached to the real property in any manner, the list should be broken down into two parts, one covering all attached Moveable Property (e.g., wall brackets, projection monitors) the other covering all unattached Moveable Property (e.g., desktop computers, servers). If the Moveable Property will be located at multiple locations, the list must be broken out by location. Attach any additional lists as Attachment C.7.

ITEM OF MOVEABLE PROPERTY TO BE PURCHASED	QUANTITY OF THE ITEM	COST OF INDIVIDUAL PIECES (UNIT COST)	PURCHASE DATE
TOTAL:			

8. **Attached Movable Property:** Will any of the Movable Property be attached in any manner to the real property? Yes No
If YES, please refer to the discussion of "Moveable Property" in the Guidelines and address the following questions.
Has the landlord or other owner of, and anyone holding a mortgage or lien on such real property, acknowledged in writing that such attached movable items will not be considered part of such real property and will not be, subject to such ownership, mortgage or lien? Yes No
If YES, provide such acknowledgement(s) as **Attachment C.8**. If NO, provide explanation of how Organization will secure such acknowledgement (**Attachment C.8**).

9. **Equipment Systems & IT Systems:**

A. For IT/Computer and other equipment systems, describe (i) how the equipment system will work when it is installed, (ii) how each component of the system works, and (iii) how the individual components of the system relate to each other. Attach additional narrative as needed as **Attachment C.9.A**.

10. **Installation and related soft costs:**

A. Will there be any consultant or design fees, or other soft costs to install the Moveable Property? Yes No
If YES, then attach a detailed description of the scope of work for the consultant or designer, the estimated hours to perform the consulting or design services, and the hourly rates to be paid for such consulting and designing as **Attachment C.10.A**.

B. Will there be any installation or installation-related costs associated with the installation of the Moveable Property? Yes No
If YES, then attach a detailed description of the scope of work for the installation, the estimated hours to perform the installation, and the hourly rates to be paid for the installation as **Attachment C.10.B**.

11. **Contemplated Uses/Purposes of Moveable Property**

A. Generally describe the purposes of for which the Moveable Property equipment will be used (administrative, front-line services, community use, other programming), operating hours for, and the population served by, each use. If additional space is required, attach on separate page labeled **Attachment C.11.A**.

B. Will the Project result in new services or programs being offered by the Organization?
Yes No

C. Will any of the services or programs involve the expansion of services or programs currently offered by the Organization?
Yes No

D. Project's impact on operating costs: explain how this equipment will impact the Organization's operating budget. Explain how the Organization will fund any increased program or other costs once.

E. Are the services to be performed or the programs to be provided using the Equipment regulated by any federal, State or City Agency? Yes No
If YES, does the Organization have all required licenses, permits, etc. for the planned uses?
Yes No
If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (**Attachment C.11.E.**)

F. Will any of the services or programs to be provided using the Project be provided pursuant to one or more operating contract(s) with a City Agency? Yes No
If YES, provide a summary description of the contract including term of the agreement(s) (start and expiration dates), number and term of renewal options (if any), contracting City Agency, services covered. Attach the description as **Attachment C.11.F.**

APPENDIX D VEHICLE PURCHASE(S)

1. Project Description:

- A. Briefly describe the goal(s) of the Project, how the vehicle will serve a City purpose and the specific function to be served by the vehicle. Include reference to the locations to be served by the vehicle.

2. Type of Vehicle to be purchased (check all that apply, provide detail in question 7 below):

- Passenger Van/Bus - specify seating capacity:
 Ambulance
 Maintenance Vehicle: ____
 Other: ____

Will this vehicle(s) be used to provide existing services? Yes No

3. Total Amount Requested for Vehicle Project: \$ ____

- 4. Location of Vehicle(s):** Specify below where the vehicle will be garaged or otherwise parked when not in operation. If more than one vehicle or more than one garage/parking location is involved, provide this information for each such vehicle or location as Attachment D.4.

Facility:

Street: _____ City: _____

State: _____ Zip Code: _____

Borough: _____

5. Projected Funding Sources:

- A. *City Funding Sources* - complete table below

SOURCE	PRIOR CITY FUNDING (APPROPRIATIONS TO DATE)	FUNDING REQUESTED IN THIS APPLICATION	TOTAL (PRIOR + REQUEST)
CITY COUNCIL	\$	\$	\$
BOROUGH PRESIDENT	\$	\$	\$
OTHER CITY	\$	\$	\$
TOTALS	\$	\$	\$

B. *Non-City Funding Sources* - complete table below & specify each source (e.g., private foundations, NYS Assembly, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format for additional sources. Label the attachment **Attachment D.5.B.**

SOURCE OF NON-CITY FUNDS	AMOUNT IN HAND	AMOUNT PLEDGED	AMOUNT REQUESTED	TOTALS
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

C. *Total Funding Sources* - complete table below (it should be the sum of B & C table totals).

SOURCE	AMOUNT IN HAND/ APPROPRIATED	AMOUNT PLEDGED (Non-City)	AMOUNT REQUESTED (City & Non-City)	TOTALS
CITY	\$	\$	\$	\$
NON-CITY	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

D. *Fundraising Schedule and Goals* - describe your fundraising schedule and goals. (Capital campaign drive literature should be attached as **Attachment D.6.D.**)

7. **Vehicle List:** Complete the table below. Attach additional rows as **Attachment D.7.**

VEHICLE TO BE PURCHASED (TYPE, MAKE)	QUANTITY	COST (UNIT COST)	PURPOSE
TOTAL			

Attach vehicle specifications which include the indicated information or provide the following information for each vehicle(s): (i) manufacturer (e.g., Ford, GM, Toyota), (ii) model or name (e.g., Tundra, F-150, etc), (iii) capacity (e.g., number of passengers, hauling capacity), (iv) estimated gas mileage per gallon (city and highway ratings), (v) safety ratings by a national rating agency, (vi) estimated annual insurance costs and (vii) fuel source(s) (e.g., diesel, ethanol, 87, 89 or 93 unleaded, etc.). Specifications and additional narrative

should be attached as **Attachment D.7.**

8. Contemplated Uses of Vehicle:

- A. Indicate the purposes of for which the vehicle will be used and the operating hours for, and the population served by, such use(s). Include in the description the location(s)/area(s) and/or destinations to be served by the vehicle and the expected frequency of service at each location. E.g., if the vehicle is a mobile dental van the description should reference the neighborhoods/boroughs served and the specific locations or vicinity of service (e.g., PS 234, Local 1199 office, JCC of Staten Island, Drury Lane Senior Center). Address whether the vehicle will ever leave the City and if so, for what reason and for how long in each instance. If additional space is required, attach on separate page labeled **Attachment D.8.A.**

- B. Will the Project result in new services or programs being offered by the Organization?
Yes No

- C. Will any of the services or programs to be provided involve the expansion of services or programs currently offered by the Organization? Yes No

- D. Project's impact on operating costs: explain how this vehicle will impact the Organization's operating budget. Explain how the Organization will fund any increased program or other costs once the Project is completed. Address insurance and vehicle garaging or storage or

parking costs, specifying the type of insurance coverage and vehicle garaging and corresponding costs.

- E. Are the services to be performed or the programs to be provided using the Vehicle(s) regulated by any federal, State or City Agency? Yes No
If YES, does the Organization have all required licenses, permits, etc. for the planned uses? Yes No
If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (**Attachment D.8.E.**)
- F. Will any of the services or programs to be provided using the Vehicle be provided pursuant to operating contract(s) with a City Agency? Yes No
If YES, summarize the contract terms including initial start and expiration dates, number and term of renewal options (if any), contracting City Agency, services covered. Attach the description as **Attachment D.8.F.**

**APPENDIX E
REAL PROPERTY ACQUISITION
(Not permitted for Department of Cultural Affairs Projects)**

1. **Project Description:**

Briefly describe the goal(s) of the Project, how the Project will serve a City purpose and any additional programming that the Organization will offer once the Project is complete. (Detail is requested in questions below.)

2. **Estimated Costs of Property Acquisition (Hard & Soft Costs): \$ ____**

3. **Projected Funding Sources for Property Acquisition**

A. *City Funding Sources* - complete table below

SOURCE	PRIOR CITY FUNDING (APPROPRIATIONS TO DATE)	FUNDING REQUESTED IN THIS APPLICATION	TOTAL (PRIOR + REQUEST)
CITY COUNCIL	\$	\$	\$
BOROUGH PRESIDENT	\$	\$	\$
OTHER CITY	\$	\$	\$
TOTALS	\$	\$	\$

B. *Non-City Funding Sources* - complete table below & specify each source (e.g., private foundations, NYS Assembly, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format and label **Attachment E.3.B.**

SOURCE OF NON-CITY FUNDS	AMOUNT IN HAND	AMOUNT PLEDGED	AMOUNT REQUESTED	TOTALS
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

C. *Total Funding Sources* - complete table below (it should be the sum of B & C table totals).

SOURCE	AMOUNT IN HAND/ APPROPRIATED	AMOUNT PLEDGED (Non-City)	AMOUNT REQUESTED (City & Non-City)	TOTALS
CITY	\$	\$	\$	\$
NON-CITY	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

D. *Fundraising Schedule and Goals* - describe your fundraising schedule and goals. (Capital campaign drive literature should be attached as Attachment E.3.D.)

4. **Bank or Other Financing:**

A. Does the Organization intend to seek financing (a loan) or has it already secured such financing, to purchase the Real Property (this includes any type of bridge loan)?

Yes No

If YES, complete B through D.

B. What is the amount borrowed or to be borrowed from a lender? \$_____

C. Will the loan be secured by a lien on the real property to be acquired? Yes No

D. Has the lender been identified? Yes No

If YES, complete the following:

1. Lender name & contact information: _____

2. Has lender reviewed the City's form of Restrictive Covenant?

Yes No

If NO, provide lender with such form (attached hereto as Exhibit 3)

3. Will lender subordinate its lien to the City's Restrictive Covenant?

Yes No Don't Know

If YES, attach evidence from lender that it will subordinate. If NO or DON'T KNOW, in an attachment describe the steps the Organization is taking to secure lender's agreement.

Label attachment, Attachment E.4.D.

5. **Initial Acquisition Information**

A. Has the location or site to be acquired been chosen/identified? Yes No

If YES, complete B through H below. If NO, skip to question 6.

B. Does the Organization currently lease the identified property?

Yes No

If YES, provide explanation which addresses how long the Organization has leased the property and for what purposes the Organization has used the property and whether the uses will change upon acquisition. Attach as explanation as **Attachment E.5.B.**

C. Does the Organization have a relationship to the Current owner/seller? (For purposes of this question, "relationship" includes any affiliation including participation by owner/seller in the Organization programs or services, actual corporate affiliation or any other connection.)

Yes No

If YES, attach explanation **Attachment E.5.C.**

D. Current Owner Information & Site Location:

Owner Name: _____

Site Address: _____

Borough: _____

Block/Lot: ____/____

E. Type (Commercial, Condo, Co-op, Other): _____

If asset to be purchased is a condominium unit, does the condo unit already exist?

Yes No

If NO, and filings and/or approvals are required to create the condo, attach an explanation of what is required and why as **Attachment E.5.E.**

F. Asking Price: \$_____

G. Acquisition Documents - submit each of the items indicated below as an attachment. Label each item by the noted Attachment # (e.g., the *Title Search* should be labeled **Attachment E.5.G.ii.**) If unable to submit any of the items, provide an explanation of why such item is not being submitted.

CHECK	ATTACHMENT # (Attachment E.5.G.)	ITEM
<input type="checkbox"/>	i	Appraisal
<input type="checkbox"/>	ii	Title Search
<input type="checkbox"/>	iii	Purchase Contract

H. Have the Parties Agreed to a closing date? Yes No

If YES, what is the closing date? _____

6. **Property to be Acquired:**

A. Provide a general description of the property to be acquired. Include the desired/actual building size (# of floors including basement and attic, building gross area (SF)), building type (office building, residential building) as well as the condition of the building. If the property to be acquired has been selected/identified, attach one or more photographs of the property (label **Attachment E.6.A.**)

B. Is there an ADA Compliant Entrance to the Building? Yes No Don't Know

C. Is the building currently occupied by what will become holdover tenancies?
Yes No Don't Know
If YES, provide an explanation indicating the nature of such tenancies (attach as Attachment E.6.C.).

D. Upon acquisition can the property be used "as is" for the purpose or purposes intended by the Organization without renovation or construction?
Yes No Don't Know
If NO, and renovation or construction is required, complete Attachment B, questions 3, 4, 5, 7, 9, 11.F. and 12 even if funding for such renovation or construction is not being requested from the City.

7. Contemplated Uses/Purposes of Property

A. Generally describe the purposes of the property to be acquired which identifies all of the contemplated uses (administrative, front-line services, community use, other programming), operating hours for, and the population served by, each use. Also complete the table in 7.B. below. If additional space is required, attach as Attachment E.7.A.

B. Complete the table below indicating the type of rooms/areas in the building, the number of such rooms, the SF of such rooms, and the programming in such rooms (after-school tutoring, counseling, administrative office use or other programming). If the room type is not indicated in the table, add the type in one of the blank rows. If more space is needed, or if the property to be acquired is not a building, provide additional information in the form of a table or describe the property in an attachment labeled Attachment E.7.B.

ROOM TYPE	#	SF	CONTEMPLATED USE(S) (Administrative, Front-line services, Other Programming, Performances)
Offices			
Auditorium/Theater			
Class Room(s)			
Gymnasium			
Bathroom(s)			
Kitchen(s)			
Clinic/Exam Rooms			
Cafeteria			
Natatorium			

C. Will the Project result in new services or programs being offered by the Organization?
Yes No

D. Will any of the services or programs to be provided in the newly acquired building involve the expansion of services or programs currently offered by the Organization?
Yes No

E. Project's impact on operating costs: please explain how this Project, once it is completed, will impact the Organization's operating budget (i.e., energy costs; security costs; maintenance costs, insurance costs; etc.). Explain how the Organization will fund any increased operational costs and/or maintain the site after the Project is completed.

F. Are the services to be performed or the programs to be provided by the Organization in the building regulated by any federal, State or City Agency? Yes No
If YES, does the Organization have all required licenses, permits, etc. for the planned uses?
Yes No
If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (Attachment E.7.F.)

G. Will any of the services or programs to be provided in the newly acquired building be provided pursuant to operating contract(s) with a City Agency? Yes No
If YES, provide a copy of each such operating contract and provide a summary description of the contract terms, contracting City Agency, services covered. Attach the contracts and description as Attachment E.7.G.

8. Zoning, land, approval and environmental considerations

A. Complete the following and attach the current Certificate of Occupancy as **Attachment E.8.A.**

Zoning of Building: ____
Zoning District: ____
Department of Finance Building Classification: ____

B. Is the planned use in accordance with the current "as of right" zoning and the Certificate of Occupancy? Yes No
If NO, has there been an opinion rendered by the Department of Buildings (DOB), Department of City Planning (DCP), the Board of Standards & Appeals (BSA) or other regulatory agency regarding the contemplated use? Yes No
If NO, provide explanation in an attachment labeled **Attachment E.8.B.**

C. Please indicate below by marking 'x' if the Project's building/site has been designated or is pending designation as part of one of the below. Please also indicate if the relevant office has issued an approval for the Project:

	<u>Designated or Pending Designation</u>	<u>Approved</u>
NYC Landmark	<input type="checkbox"/>	<input type="checkbox"/>
NYC historic district	<input type="checkbox"/>	<input type="checkbox"/>
NYC special natural area	<input type="checkbox"/>	<input type="checkbox"/>
NYC Design Commission	<input type="checkbox"/>	<input type="checkbox"/>
National register of historic places	<input type="checkbox"/>	<input type="checkbox"/>
National historic landmark	<input type="checkbox"/>	<input type="checkbox"/>

D. Is the ULURP process required for your Project? Yes No

E. Is environmental review (CEQR/SEQRA) required for your Project? Yes No
If YES, indicate what type of review and whether such review is complete below, and provide copies of all relevant documents as an attachment labeled **Attachment E.8.E.** (For more information on environmental reviews, please visit NYC's Office of Environmental Coordination's website <http://www.nyc.gov/html/oec/html/ceqr/ceqr.shtml>.)

F. Is the building adjacent to or on a wetland or any other property protected by City, State or federal law? Yes No
If YES, provide explanation in **Attachment E.8.F.**

APPENDIX F HOUSING PROJECT

1. Project Description:

- A. Provide a brief description of the proposed Project and the use of the funds being requested. Specify exactly what the requested Capital funds will be used for. (Detail is requested in other questions below.)

- B. Is the proposed Project New Construction, or Rehabilitation of an existing building?
New Construction Rehabilitation

- C. If REHABILITATION, is the building Vacant, Occupied or Mixed?
Vacant Occupied Mixed

Specify number of units of each:

TOTAL: ____ VACANT: ____ OCCUPIED: ____

- D. If NEW CONSTRUCTION, is the land vacant? Yes No
If YES, will the existing structure be demolished? Yes No

- E. Will the Project provide Rental or Homeownership Housing?
Rental Homeownership

- F. Is the Project expected to close within the upcoming fiscal year? Yes No
Indicate anticipated closing date or date Project closed: ____

- G. If you know, indicate the HPD Program, NYCHA development, and/or HDC Program this Project will fall under: ____
Otherwise, check DON'T KNOW:

NB: All housing projects other than NYCHA projects must be identified with an HPD Program and associated Loan Authority. Some loans can be provided for as 'forgivable' and, as such, are not repayable.

2. Property Ownership

- A. Is the site City-owned? Yes No
If YES, has the site received UDAAP and/or ULURP approval? Yes No
If YES, please provide the Mayoral UDAAP approval date: ____
If UDAAP has not yet been approved, indicate anticipated UDAAP approval date: ____

B. Does the Organization currently own the real property where the housing construction or renovation will take place or is already underway?

Own: Other:

If OTHER, note describe circumstances as Attachment F.2.B.

C. Project Address:

Street: _____ City: _____
 State: _____ Zip Code: _____
 Borough: _____
 Block/Lot _____

D. Is an HDFC (Housing Development Fund Corporation) involved in the development of this Project? Yes No

If YES, provide name of HDFC and describe the relationship with the owner nature of the HDFC's involvement.

HDFC Name: _____ Website: _____
 Contact Person: _____ Email: _____
 Phone: _____ Fax: _____

3. Estimated Total Cost of Acquisition, Construction or Renovation (Hard & Soft Costs):

Acquisition: \$ _____
 Hard Costs \$ _____
 Soft Costs \$ _____
TOTAL \$ _____

4. Projected Funding Sources for Project:

A. *City Funding Sources* - complete table below. Note that there are two columns of "Prior City Funding." The first column relates to funds for which a Funding or other agreement has been executed with the City and under which funds have been or will be disbursed. The second column relates to funds appropriated to date but for which a Funding or other agreement has not yet been executed.

SOURCE	PRIOR CITY FUNDING (EXECUTED FUNDING AGREEMENTS TO DATE)	PRIOR CITY FUNDING (Appropriations for which no Funding Agreement has been executed)	FUNDING REQUESTED IN THIS APPLICATION	TOTAL (PRIOR + REQUEST)
CITY COUNCIL	\$ _____	\$ _____	\$ _____	\$ _____

SOURCE	PRIOR CITY FUNDING (EXECUTED FUNDING AGREEMENTS TO DATE)	PRIOR CITY FUNDING (Appropriations for which no Funding Agreement has been executed)	FUNDING REQUESTED IN THIS APPLICATION	TOTAL (PRIOR + REQUEST)
BOROUGH PRESIDENT	\$	\$	\$	\$
HPD CAPITAL	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

B. *Non-City Funding Sources* - complete table below & specify each source (e.g., Banks, other government sources, HDC Funds, Federal HOME funds, Federal LIHTC (tax credits), private foundations, NYS funding, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format for additional sources. Label the attachment **Attachment F.4.B.**

SOURCE OF NON-CITY FUNDS	AMOUNT IN HAND	AMOUNT PLEGDED	AMOUNT REQUESTED	TOTALS
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

C. *Total Currently Available Funding Sources:*

City Funding in Executed Funding Agreements: \$ ____
City Funding Appropriated (not yet executed): \$ ____
Non-City Funding already spent on Project: \$ ____
Non-City Funding in hand: \$ ____
TOTAL: \$ ____

D. *Status of other Funding Sources* - describe the status of securing other funding sources. (If additional space is needed, please attach as **Attachment F.5.D.**)

5. **Appraisal** - Has an Appraisal of the site been requested or completed? Yes No

Date of Appraisal: _____ Appraised Value: \$ _____

6. Scope of Work

A. Have you hired an architect or engineer? Yes No

If YES, identify below.

Firm Name: _____ Website: _____
 Contact Person: _____ Email: _____
 Phone: _____ Fax: _____

B. Has an architect or engineer prepared a detailed scope of work? Yes No

If YES, attach such scope as **Attachment F.6.B.**

C. Identify the general categories of work involved in your Project by marking 'x' in the right column:

Renovation	
A. Exterior or envelope of the building	<input type="checkbox"/>
B. Infrastructure (plumbing, HVAC, electrical, etc.)	<input type="checkbox"/>
C. Interior space	<input type="checkbox"/>
Construction	
A. Demolition of current structure or portion of current structure in order to build new space. In this case please explain what will be demolished and why, what will be built in its place and how is it different than the old demolished space.	<input type="checkbox"/>
B. New addition either adjacent to its current building or adding floors to the current building.	<input type="checkbox"/>
C. Construction of new building or structure	<input type="checkbox"/>

B. Provide a breakdown of the major aspects of the Project. If the Project is a renovation, please describe the major Project components, steps in the renovation, etc. If Project is new construction, please provide information on the size, make-up, and cost of the new facility.

7. Proposed Project Timeline and Budget

A. Has an architect or engineer prepared a Project timeline? Yes No

If YES, generally describe below and attach a copy of the Project timeline as **Attachment F.7.A.** If NO, describe your Project timeline below and indicate your current Project phase (e.g., scope development, design or construction)?

--

B. Has an architect, engineer or Project manager prepared a cost estimate of the Project?
 Yes No
 If YES, attach a copy of the cost estimate as **Attachment F.7.B.**

C. Complete the summary budget below for the proposed Project and provide for 15% contingency on Design, Construction and Construction Management Costs to the extent such relate to unexpended contract amounts:

USE	AMOUNT	FUNDING SOURCE (CITY/OTHER)
DESIGN COSTS		
CONSTRUCTION MANAGER		
CONSTRUCTION COSTS		
CONTINGENCY		
OWNERS REPRESENTATIVE		
OTHER:		
TOTAL		

8. Project Management:

A. Describe your Project management chain of command. List both internal and external staff involved in the Project and describe their responsibilities.

--

B. Have you hired a Project manager? Yes No

If YES, identify below.

Firm Name: _____ Website: _____
 Contact Person: _____ Email: _____
 Phone: _____ Fax: _____

9. Purposes of Project

A. Generally describe the population served, including number of dwelling units per income band (if applicable) and square footage of communal space (for use of building residents - not including hallways), community space (for use of persons from outside the building) and

commercial space, if applicable. If additional space is required, attach on separate page labeled **Attachment F.9.A.**

- B. Complete the table below indicating the type of units in the building, the number of such units, the SF of such units, and if there is communal, community or commercial space or if parking is included as part of construction. If the room type is not indicated in the table, add the type in one of the blank rows. If more space is needed, provide additional information in the form of a table or describe the property in an attachment labeled **Attachment F.9.B.**

ROOM TYPE	#	SF	USE/INCOME BAND(S)
Studio - OBR			
1 BR			
2 BR			
3 BR			
4 BR			
Communal Space			
Community Space			
Commercial Space			
Parking (indoor)			
Parking (outdoor)			

- C. If this is a Special Needs Project, will any of the services or programs to be provided by the Project be services or programs *not currently offered* by the Organization? Yes No
- D. Will any of the services or programs to be provided by the Project involve the expansion of services or programs currently offered by the Organization? Yes No
- E. Project's operating costs: please explain how this Project, once it is completed, will impact the Organization's operating budget (i.e., energy costs; security costs; maintenance costs; insurance costs; etc.). Explain how the Organization will fund any increased operational costs and/or maintain the site after the Project is completed.

- F. Are the services to be performed or the programs to be provided by the Organization in the building regulated by any federal, State or City Agency? Yes No
 If YES, does the Organization have all required licenses, permits, etc. for the planned uses? Yes No

If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (Attachment F.9.F.)

- G. Will any of the services or programs to be provided by the Project be provided pursuant to operating contract(s) with a City Agency? Yes No
 If YES, provide a summary description of the contract including term of the agreement(s) (start and expiration dates), number and term of renewal options (if any), contracting City Agency, services covered. Attach the description as Attachment F.9.G.

10. Zoning, land, approval and environmental considerations

- A. Complete the following and attach the current Certificate of Occupancy as Attachment F.10.A.

Zoning of Building: _____
 Zoning District: _____
 Department of Finance Building Classification: _____

- B. Is the Project use in accordance with the current "as of right" zoning and the Certificate of Occupancy? Yes No
 If NO, has there been an opinion rendered by the Department of Buildings (DOB), Department of City Planning (DCP), the Board of Standards & Appeals (BSA) or other regulatory agency regarding the contemplated use? Yes No
 If NO, provide explanation in an attachment labeled Attachment F.10.B.

- C. Please indicate below by marking 'x' if the Project's building/site has been designated or is pending designation as part of one of the below. Please also indicate if the relevant office has issued an approval for the Project:

	<u>Designated or Pending Designation</u>	<u>Approved</u>
NYC Landmark	<input type="checkbox"/>	<input type="checkbox"/>
NYC historic district	<input type="checkbox"/>	<input type="checkbox"/>
NYC special natural area	<input type="checkbox"/>	<input type="checkbox"/>
NYC Design Commission	<input type="checkbox"/>	<input type="checkbox"/>
National register of historic places	<input type="checkbox"/>	<input type="checkbox"/>
National historic landmark	<input type="checkbox"/>	<input type="checkbox"/>

- D. Is the ULURP process required for your Project? Yes No
 E. Is environmental review (CEQR/SEQRA) required for your Project? Yes No

If YES, indicate what type of review and whether such review is complete below, and provide copies of all relevant documents as an attachment labeled **Attachment F.10.E**. (For more information on environmental reviews, please visit NYC's Office of Environmental Coordination's website <http://www.nyc.gov/html/oec/html/ceqr/ceqr.shtml>.)

- F. Will the Project include the removal or containment or other remediation of any hazardous materials or pollutants, such as lead paint, asbestos, mold, oil, other petroleum products, or other contaminants? If yes, please describe.

12. **Green building standards law:** The green building standards law, Local Law 86 (New York City Charter section 224.1 and chapter 10 of title 43 of the Rules of the City of New York) applies to certain construction or reconstruction projects receiving City funds. (Information on Local Law 86 can be found on the web at <http://www.nyc.gov/oec>)

- A. Does the Green buildings standards law apply to your project? Yes No

If NO, explain why not below. If YES, explain why below. In each case, be specific and include references to the relevant sections of the law.

If YES, will your project comply with the green buildings law? Yes No

EXHIBIT 1 GLOSSARY OF TERMS

Accounting Directive 10 (A.D. 10) - the City of New York Comptroller's Internal Control and Accountability Directive which sets forth the definition of a capital asset and the baseline criteria for projects to be eligible capital projects. It may be found at: <http://www.comptroller.nyc.gov/bureaus/acc/directives/Dir10-CapitalProjectsFund.pdf>

ACS - NYC Children's Services (formerly, Administration of Children's Services)

Capital Asset - A capital asset is tangible property or other kind of asset that meets the minimum cost, minimum useful life, and other criteria for capital funding.

Capital Project - see "Project" below.

City Purpose - the defined City purpose served by the Project. Projects must be for a defined City purpose, which should be thoroughly explained in the Request Form. Prior to the distribution of City capital funds, the Organization will be required to enter into legal contracts with the City including, for projects involving real property, a declaration of restrictive covenant that is recorded as a senior lien against, and runs with, the land, and, for projects involving moveable property, a security agreement filed by Form UCC-1 (each, the "City Purpose Covenant") requiring, among other things, that the Project be used for such defined City Purpose for its entire useful life. The required use of the Project pursuant to the City Purpose Covenant will be based on the particular City purpose that is being served by the Project. At a minimum, the City Purpose Covenant will require that the Project be used by a not-for-profit organization for front-line services that are made directly available to residents of the City during normal business hours without discrimination. The City Purpose Covenant does not secure repayment of the City funds. Rather, it requires that the Project be used for the required purpose even if another party were to take control of the Project.

City Purpose Covenant - see "City Purpose" above.

Construction or Renovation Project - (i) the construction of a new building or other Capital Asset or (ii) improvements, expansions, upgrades, rehabilitations, and betterments to an existing Capital Asset; expanding or adding to the size of a building, structure, or other Capital Asset; and/or retrofitting a building, structure, facility or other Capital Asset for a wholly new or significantly changed use.

DCA - NYC Department of Cultural Affairs

DCAS - NYC Department of Citywide Administrative Services

DDC - NYC Department of Design and Construction

DFTA - NYC Department for the Aging

DPR - NYC Department of Parks and Recreation

DYCD - NYC Department of Youth and Community Development

EDC - NYC Economic Development Corporation

Equipment System or Moveable Property System - a group of related elements of moveable property that are wholly or partly interdependent and are logically and physically connected. Note that some elements of moveable property systems may not be eligible if integrated into the real property (e.g., certain cabling and wiring run through the walls). For additional restrictions, see also "Moveable Property" below and in the Guidelines (Exhibit 2). Examples of moveable property systems include, but are not limited to:

- (1) Communications systems, such as telephones;
- (2) Computer systems; and
- (3) Major medical equipment systems that are computer controlled.

Fiscal Year or FY - the City's fiscal year which begins July 1 and ends June 30.

Fixtures - items attached to the real property and subject to the requirements with respect to real property. See also "Moveable Property" below.

Funding Agreement - the contract between an Organization and the City pursuant to which capital funds are disbursed. In some instances a Funding Agreement is in the form of a pass-through or other contract.

Guidelines for Capital Funding for Not-for-Profit Organizations, or, Guidelines - guidelines setting forth certain of the baseline criteria for Non-City entities to receive capital funding (attached hereto as Exhibit 2).

Hard Costs - Costs and expenses in connection with a construction Project that result in tangible assets, including (a) payments to contractors, subcontractors, suppliers and material men for labor performed and materials supplied, and (b) costs and expenses for labor, services, facilities or equipment necessary for the construction of the asset and that meet all legal requirements for City funding.

Initial Outfitting Moveable Property Furniture and/or Equipment - Purchase of moveable property for outfitting a newly acquired, newly leased, newly constructed or comprehensively reconstructed facility within six months of the completion of the acquisition, initial lease commencement date, construction or comprehensive reconstruction of such facility. The initial outfitting is eligible if it is necessary to bring the new facility to use.

The initial outfitting moveable property can include individual pieces of moveable equipment or furniture, or moveable equipment or furniture units with a cost of more than \$110. A *unit* consists of a functional group with constituent elements that may cost less than \$110. Examples include a desk and chair or a conference table and chairs. This category of moveable property is sometimes referred to as "plug-and-play" to indicate that it is not in any way attached to the real property; though it may hang on a bracket that is attached to the real property (e.g., a video screen of some kind, an overhead projector), it is not itself attached to the real property. (For any moveable property that is attached to the real property in any manner to be eligible for capital funding as moveable Property, it must meet the requirements set forth in the definition of "Moveable Property" below.)

Moveable Property - moveable property that is not treated as real property. Any moveable property that is attached in any way to real property will be treated as real property and subject to the real property requirements unless the landlord or other owner of the real property in which such items are to be installed (and any party holding a mortgage or other lien on such real property) acknowledges in writing by amending its lease that such items are not considered part of such real property and are not subject to such ownership, mortgage or lien. Such Moveable Property must be easily removable, transportable and reusable in another location if the City is forced to take possession of such Moveable Property.

Performance Term - the period of time during which the Project funded by the City must be used for the established City purpose. This term may be no less than the useful life of the Project (see definition below).

Pledged Funds - Signed and dated commitments by donors other than the City to make a gift during a specified period according to specified terms.

Project - Capital Projects vary widely in nature and purpose but must be for a Capital Asset. Examples include, but are not limited to: major construction or improvement projects such as the construction or rehabilitation of a building; standalone purchases of major Moveable Property such as an MRI machine or mainframe computer; the purchase of equipment systems (a grouping of related and physically connected components that, in combination, constitute a system) such as a networked computer system.

Requested Funds - Various funding prospects that an Organization has sought from sources other than the City, either through application or appeal. These prospects include, but are not limited to, individuals, government entities, foundations, for funding that is pending an award decision.

Restrictive Covenant - in the case of acquisition, construction or reconstruction of real property (including fixtures), a declaration of restrictive covenant constituting the City Purpose Covenant will be recorded as a senior lien against the recipient's property and will run with the land for the useful life as determined by the City. The City Purpose Covenant does not secure repayment of the City funds. Rather, it requires that the Project be used for the required purpose even if another party were to take control of the Project. See also "City Purpose" above and the Form of Declaration of Restrictive Covenant, attached hereto as Exhibit 3.

Security Agreement - for projects involving the purchase of Moveable Property, a security agreement will be entered into requiring that the property be used in compliance with the City Purpose Covenant. Uniform Commercial Code-1 ("UCC-1") forms will be filed reflecting this security agreement with respect to non-vehicular Moveable Property. New York State Department of Motor Vehicles Notices of Lien ("DMV lien") will be filed reflecting this security agreement for vehicles. See also "City Purpose" above.

Soft Costs - Costs and expenses in connection with a Project that do not result in tangible assets but are essential to the creation of the tangible capital asset, including, e.g., (a) permits, (b) design and architectural services, (c) project management services.

Standalone Equipment - a single item of equipment that is not a fixture and alone meets or exceeds the baseline minimum cost and useful life criteria under A.D. 10 (\$35,000 and 5 year useful life). Examples include major medical equipment (MRI machines, CT Scan machines) and a printing press.

Subordination - An arrangement whereby a creditor such as a mortgage holder or other lien holder agrees to make subject to the City's Declaration of Restrictive Covenant, any loan, mortgage or lien. Subordination is accomplished by a legal agreement in which the lien holder agrees to be bound by the terms of the City's Covenant and grants to the City a priority. The Form of a Subordination Agreement is attached hereto as Exhibit 4.

Title insurance - a policy issued by an insurance company guaranteeing that the title to a parcel of real property is clear and properly in the name of the title owner, and that the owner has the right to deed the property (convey or sell) to another. Should a problem later arise with the title (such as an inaccurate description), the insurance company will pay the damages to the new title holder or secured lender, or take steps to correct the problem. The City requires title insurance for Projects involving the recordation of Declaration of Restrictive Covenant against real property to insure the Restrictive Covenant has first priority and to provide the City with rights to make a claim under the policy should any defects in the title exist. The property owner can purchase either a fee owner's or mortgagee's title policy that includes within the policy (1) a form of endorsement recognizing the existence of the Covenant; and (2) an assignment to the City of rights under the policy to sue for any breach of the endorsement.

Title Report - for real property acquisition, construction or renovation Projects, the City requires a title report for the property to be acquired, constructed or improved by City funding, in order to demonstrate the property's current state of title and disclose any defects. See also "Title Insurance" above.

ULURP - Uniform Land Use Review Procedure is a standardized procedure created by the New York City Charter which provides for public review of the use, development, or improvement of real property subject to City regulation.

Useful Life - the expected life of the capital Project is based on engineering estimates of actual useful life and the NYS Local Finance Law which sets forth the maximum bonding terms, known as periods of probable usefulness ("PPU") for different categories of capital work and assets. Under A.D.10, the City may not fund any assets with a useful life that is less than five (5) years.

EXHIBIT 2

GUIDELINES FOR CAPITAL FUNDING REQUESTS FOR NOT-FOR-PROFIT
ORGANIZATIONS

THE CITY OF NEW YORK
GUIDELINES FOR CAPITAL FUNDING REQUESTS
FOR
NOT-FOR-PROFIT ORGANIZATIONS

INTRODUCTION

Although the City of New York (the “City”) has compelling needs for capital projects that improve upon its own property, the City may, on occasion under certain circumstances, appropriate capital dollars to a not-for-profit organization for a particular capital project serving a defined City purpose in spite of the fact that the property is neither owned nor leased by the City (a “Project”). In such cases, as required by the New York State Constitution, the Project must be operated such that it will continue to serve a City purpose for its entire useful life (which corresponds to the period that the bonds issued by the City to finance the Project remain outstanding). Projects may involve real property or Moveable Property, as further defined below. Appropriations and distributions of funding for Projects are made only after an applicant organization demonstrates the capacity to comply fully with all legal requirements in connection with such funding including, but not limited to: the restriction on the use of the Project to a City purpose for its entire useful life, and the requirements of the City Charter, the New York State Local Finance Law, the directives of the City Comptroller, and other applicable laws and regulations and reporting requirements. In addition, before an appropriation is made, recipient organizations must demonstrate the financial and administrative ability to complete the Project and support and operate the completed Project for its useful life.

These guidelines describe the process used by the City when considering the appropriation of capital funds to not-for-profit organizations for Projects. Further, these guidelines describe the process on how to implement and administer a Project. They are intended to ensure that all Projects serve legitimate City purposes and greatly increase the likelihood that Projects for which City funds are appropriated may be implemented.

All requests for City funding must include submission of a completed Capital Funding Request Form for Not-for-Profit Organizations (“Request Form”) to the relevant elected official(s). Please carefully review these guidelines prior to submitting a Request Form.

These guidelines are intended solely to assist prospective funding applicants by providing a general summary of current standards with respect to Projects. However, these guidelines do not establish rules and are not intended to be a comprehensive description of all standards, procedures and legal requirements governing funding for such Projects. Please be further advised that these guidelines are subject to change at any time without notice to any party. Funding awards will be made at the sole discretion of the City. The City may reject any and all requests for funding, including those involving Projects that comply with these guidelines and all applicable standards, procedures, and legal requirements. The existence of a City appropriation alone is not sufficient to entitle an organization to receive City capital funds. The organization will only be entitled to receive City funds once an agreement (a “Funding Agreement”) is

executed between the organization and the City, and such funds will only be available on a reimbursement basis upon the City's determination that the recipient has complied with all standards, procedures and legal requirements governing such funding.

Please note that these guidelines do not apply to housing programs except as described below under "Exceptions." These guidelines also do not apply to addition of funds to previously-approved projects under the limited circumstances described below. In addition, certain of these guidelines do not apply to projects administered by the City's Department of Cultural Affairs ("Cultural Projects"), as further described below.

BASELINE STANDARDS FOR CAPITAL FUNDING

Not-for Profit Status. All recipient organizations must be not-for-profit organizations organized under New York State law or registered to do business in New York State.

City Operating Contract. Recipients of City capital funding for acquisition, construction or reconstruction of real property must have a separate, pre-existing contract with the City for operating funds in the current fiscal year (i.e., the fiscal year in which the Request Form is submitted) and the preceding two fiscal years in an amount of at least \$50,000 in each such year. Recipients of City capital funding for Moveable Property must have a contract with the City for operating funds in the current fiscal year (i.e. the fiscal year in which the Request Form is submitted) of at least \$25,000. Hospitals and clinics may receive capital funds for Moveable Property although they have no operating contract with the City.

Capital Asset. City capital funds may only be used for capital assets pursuant to Generally Accepted Accounting Principles and the directives of the City Comptroller. Examples of items that do not constitute capital assets include the following:

- Lease payments (including payments under capital leases) are ineligible.
- Maintenance, demolition, fundraising, and title insurance are ineligible.
- Interest costs are ineligible. Repayment of principal of a loan is only eligible to the extent the loan relates to an eligible Project and was taken out after the date of the City appropriation in anticipation of repayment with City funds.
- Soft costs such as design costs are eligible only to the extent they are necessary and incidental to a Project.

Useful Life. The City, in its sole discretion, will assign a period of probable useful life to the Project based on engineering estimates and the requirements of the New York State Local Finance Law. That period will also correspond to the period of time during which the City will be required to repay the funds that it must borrow in order to finance the Project. The Project must have a useful life of at least five years after completion or installation in order to be eligible for City capital funds. In general, most Projects involving real property will have longer useful lives, but not longer than 30 years.

City Purpose. Projects must be for a defined City purpose, which should be thoroughly explained in the Request Form. Prior to the distribution of City capital funds, a recipient organization will be required to enter into legal contracts with the City including a declaration of restrictive covenant that is recorded as a senior lien against, and runs with, the land (the “City Purpose Covenant”) requiring, among other things, that the Project be used for such defined City purpose for its entire useful life. The required use of the Project pursuant to the City Purpose Covenant will be based on the particular City purpose that is being served by the Project. At a minimum, the City Purpose Covenant will require that the Project be used by a not-for-profit organization for front-line services that are made directly available to residents of the City during normal business hours without discrimination. The City Purpose Covenant does not secure the repayment of the City funds, as would a traditional lien. Rather, it will require that the Project be used for the required purpose, even if another party were to take control of the Project.

The City Purpose Covenant will be in the form of a restrictive covenant that runs with the land (in the case of real property, including fixtures) or a use agreement/security agreement (in the case of Moveable Property). In all cases, there may be no mortgages or other liens on the property unless they are subordinated to the City Purpose Covenant prior to the distribution of City funds. There also must be no current intention to transfer the Project to another party, by sale, lease or otherwise. Any unanticipated transfers will subject transferees to the restrictions of the City Purpose Covenant. Recipients may not repay City funds in order to remove restrictions from the Project. Compliance with the City Purpose Covenant will be subject to annual review by OMB, as described below.

Minimum City Contribution. The City contribution to a Project involving real property (i.e., land or a building) must be at least \$500,000. The 2.5% administrative fee may be included in meeting the \$500,000 minimum threshold. The minimum City contribution for Moveable Property is \$35,000; provided, however, that where Moveable Property is affixed in any way to real property, the minimum contribution will be \$500,000 (e.g., window treatments or light fixtures). Any items that do not serve the same logical purpose and are not physically connected are considered separate Projects, each of which must meet the \$35,000 minimum cost threshold. However, in the case of Initial Outfitting (i.e., the outfitting of a defined area that has been newly acquired, leased or constructed or is the subject of a comprehensive reconstruction), items that are not physically connected may be combined to meet the \$35,000 minimum as long as each item has a minimum cost of \$110 and as long as they are ordered within six months of the first use of such area. The 2.5% administrative fee may not be included in meeting the \$35,000 minimum threshold.

Maximum City Contribution. The City may fund 100% of Projects that are entirely for Moveable Property. However, the City contribution to a Project involving real property (i.e., acquisition, construction or reconstruction) may not exceed 90% of the costs of the Project up to \$2 million and 50% of the portion of the Project that is in excess of \$2 million. For example, a Project with a total cost of \$3 million may receive \$2.3 million in City capital funds (which equals 90% of the first \$2 million plus 50% of the additional \$1 million in Project costs). Contributions from recipients for Project costs must be fully funded with available cash, commitment letters from lenders willing to accept a lien position subordinate to the City Purpose Covenant and/or reasonable fundraising plans (with cash in-hand before any City funds are

distributed). The non-City portion of the funding may come from any source, including the organization's funds or other governmental sources. Items that are not eligible for City capital funding but that are essential elements of the Project must be reflected as paid for with non-City funds in the Project budget. The 15% contingency and the 2.5% administrative fee, each described below, may be included in meeting this threshold.

Property Must Be Owned and Used By Funding Recipient. All funds must be for Projects that are both owned and used directly and solely by the recipient organization at the location stated in the Request Form in conformance with the City Purpose Covenant. The City will not pay for an organization to acquire, construct or improve property that leased or is to be rented out to others. However, the following exceptions will apply:

- The City may fund Projects on real property that is rented from or to an affiliate of the recipient organization provided that: (i) both organizations are under common corporate control; (ii) no rent is charged/paid between the two organizations with respect to the space acquired or improved with City funds; (iii) both organizations are not-for-profits; and additionally, in cases where the recipient is the tenant, (iv) the recipient provides documentation from its landlord and any lienholders that they will agree to the recordation of the City Purpose Covenant on the property in a senior position; (v) the lease is at least as long as the useful life of the improvements; and (vi) the recipient organization has the demonstrable ability to fulfill its obligations under the lease until its expiration.
- The City may waive the ownership requirement for leasehold improvements to senior centers provided that: (i) the recipient provides documentation from its landlord that the landlord will agree to the recordation of the City Purpose Covenant on its property; (ii) there are no liens or mortgages on the property; (iii) the senior center's lease is at least as long as the useful life of the improvements (which will be at least 15 years but not more than 25 years, depending on the improvements being made); and (iv) the senior center has the clear ability to fulfill its obligations under the lease until its expiration.
- The City may improve real property that is owned by New York State or the Federal Government, or affiliates thereof, provided that they have a demonstrated interest in keeping the Project operating for a City purpose for its useful life.

Front Line Services. City capital funds may not be used for back office or administrative programs, unless the funds are for an integrated building where administrative space is less than fifty percent of the total space and the City funds are applied pro-rata to the entire building and the fit-out thereof.

Operating Budget and Audited Financials. Applicants must demonstrate financial resources sufficient to support the Project on an ongoing basis throughout its useful life. Audited financials must be provided showing a history of operations and the wherewithal to support the ongoing operation of the Project for a City purpose. Funding will not be provided to startup organizations or organizations that cannot demonstrate a history of operating those services proposed to be provided to the satisfaction of the City.

Moveable Property. Any Moveable Property to be paid for with City capital funds that is attached in any way to real property will be treated as real property and will be subject to the real property requirements set forth in these Guidelines unless the landlord or other owner of the real property in which such items are to be installed (and any party holding a mortgage or other lien on such real property) acknowledges in writing by amending its lease that such items are not considered part of such real property and are not subject to such ownership, mortgage or lien. Where Moveable Property is so attached, Projects will be subject to a minimum cost of \$250,000. Furthermore, the City will not provide funding for Moveable Property that is not easily transportable and reusable in another location if the City is forced to take possession of such Moveable Property. Similarly, the City will not provide funding for Moveable Property if its value would not justify the cost of relocating it and reusing it if necessary.

Legal Requirements, Licensing/Zoning/Building Codes. Recipient must demonstrate that the Project will comply with all applicable Federal, State and local laws. No funds shall be provided to Projects that support political activity, that conflict with the requirements of the First Amendment, that fail to meet access requirements, or that otherwise violate the laws of the United States, the New York State Constitution and other State laws, or local laws, rules or regulations, including all those concerning zoning, building or licensing. It is the responsibility of the applicant, not the City, to identify all such zoning, building or licensing requirements and to ensure compliance with them and with all other applicable laws.

Private Schools. No funding will be provided to private elementary or secondary schools, except schools where one-hundred percent of the student body consists of special education students with disabilities whose tuition costs are covered by the City's Department of Education, provided that any such school is not located in the building of another school. Only schools that are approved by the New York State Education Department for the provision of services to students with disabilities will qualify for funding, and the funding of such schools must comply with all other requirements. This shall not prohibit the appropriation of capital funding to neutral, broad-based programs (rather than individual schools) that provide direct aid to students, provided that such funding complies with all applicable laws.

All Projects Will Be Subject to a 2.5% Administrative Fee by the City Agency Administering the Project. The 2.5% administrative fee will be based on total amount of the City appropriation and will be deducted from the total appropriation available for the Project i.e., it will not be available for use by the recipient organization. The 2.5% administrative fee will not be available to pay cost overruns. For example, a project with a \$1 million City appropriation will only receive \$975,000 after deducting the administrative fee.

All Real Property Projects Must Have a 15% Contingency Built In. The City will also require that the Project contain a 15% contingency for all unexpended costs. This contingency may be funded through City or non-City sources. The recipient organization will be responsible for all cost overruns that exceed the 15% contingency.

Funds Will Be Made Available Only on a Reimbursement Basis. Please note that funds will be paid only as reimbursements upon requisition by the recipient. Requisitions must include invoices along with proof of payment of those invoices in order to be reimbursed. It will be the

responsibility of the recipient organization to advance funds from its own sources and provide proof of payment prior to reimbursement from the City for eligible costs. The City has no obligation to reimburse an organization until a Funding Agreement is executed between the City and the organization and registered with the City Comptroller. **Organizations should not expend any funds until the Funding Agreement has been executed and registered. Any such prior expenditure may not ultimately be reimbursed and is at the organization's sole risk.**

The City Will Reimburse Only for Eligible Costs Incurred After the Date of the City Appropriation. Expressions of intent to fund a Project are not conclusive until an appropriation has been made through the City's legislative process.

Failure to Comply with Prior City Agreements. The City will not fund recipients that have not complied with prior agreements with the City. However, such non-compliance may be cured to the satisfaction of the City.

EXCEPTIONS

Housing Programs. Projects in New York City Housing Authority property and housing Projects identified with a loan program of the City's Department of Housing Preservation and Development are not subject to these guidelines. Some of such loans may be "forgivable" and as such are not repayable. Funds requested for housing development (new construction) or rehabilitation can be used for construction hard or soft costs. Funds can be used for acquisition only if the project has all funding in place and is assured to move to completion.

Cultural Projects. Some of the requirements described above do not apply to Cultural Projects. Cultural Projects may receive capital funds although the funding recipient has no operating contract with the City. The provisions that limit the maximum City contribution, that require that space funded with City capital dollars be used only for front line services, that require a \$250,000 minimum City contribution for Moveable Property that is minimally attached to real property, and that require that recipients have a history of operations do not apply to Cultural Projects. In addition, the City may improve property leased by cultural organizations, provided that (i) the recipient provides documentation from its landlord and any lienholders that they will agree to the recordation of the City Purpose Covenant on its property in a senior position and (ii) the lease is at least as long as the useful life of the property.

Additional City Funds for Previously-Approved Projects. Additional City capital funds may be added to Projects for which a capital appropriation was made in a prior year even if such Project does not meet all of the requirements listed herein, provided that: (i) a Certificate to Proceed ("CP") has already been issued by OMB (as defined below), (ii) the addition of funds is to cover cost overruns (i.e., increased costs for scope items that were previously approved); and (iii) the Project remains viable as determined by the managing City agency and OMB.

FUNDING AGREEMENT REQUIREMENTS.

The Funding Agreement will reflect terms including, but not limited to, those listed below.

Restrictive Covenant for Real Property. In the case of acquisition, construction or reconstruction of real property (including fixtures thereto) a declaration of restrictive covenant constituting the City Purpose Covenant (as further described above) will be recorded as a senior lien against the recipient's property and will run with the land for the useful life as determined by the City.

Security Agreement for Moveable Property. In the case of acquisition of Moveable Property, a security agreement will be entered into requiring that the property be used in compliance with the City Purpose Covenant. UCC-1 forms will be filed reflecting this security agreement with respect to non-vehicular Moveable Property. New York State Department of Motor Vehicles Notices of Lien will be filed reflecting this security agreement for vehicles.

Prevailing Wages. The New York State prevailing wage laws apply to all construction contracts and the recipient organizations must ensure that its subcontractors and consultants pay their staff and laborers in accordance with prevailing wage requirements, titles, and pay rates, consistent with Section 220 of the New York State Labor Law.

Green Buildings. New York City Green Buildings Standards may apply. Please refer to New York City Charter Section 224.1 and Title 43, Chapter 10 of the Rules of the City of New York for additional information. As a general matter, such standards are applicable to Projects with at least 50% City funding or with City funding of at least \$10 million.

Vendex. Recipients must comply with all applicable procurement requirements including, among other things: maintenance of insurance; Vendor Information Exchange System ("VENDEX") questionnaires; multiple bidding requirements, subcontracting limitations.

FUNDING PROCESS

Submission of Request Forms. Applicants must submit to the relevant elected official a complete Request Form. Incomplete Request Forms will not be reviewed. Please note that different elected officials may have different submission deadlines. Please be advised that if funds are ultimately appropriated, recipients may not change Projects to a different location or type of work without submission of a new Request Form and a re-appropriation of funds for the new purpose. After applicants submit the Request Form, it is the applicant's obligation to provide the City with *all* information requested about the Project. Failure to expeditiously provide such information will result in rejection of the Project.

Appropriation of Capital Funds. Appropriations are made for the fiscal year commencing July 1. The City will not reimburse for costs incurred prior to the date of appropriation.

Identification of Projects and Assignment of Managing Agency. The process of assigning a managing agency commencing a Project may not occur for several months after the date of appropriation. Recipients of capital grants should not expect to commence work with a City agency prior to such time. Although the recipient may commence spending its own funds at the time of appropriation, only the costs deemed to be eligible by the City, and which meet all the requirements of the contract, will be reimbursed at a later date. No City agency will act as the general contractor or construction manager for a construction Project, with limited exceptions for Cultural Projects s determined by the City's Department of Cultural Affairs. It is the responsibility of the recipient organization to hire and supervise the construction Projects. No City agency will act as a buyer for any Moveable Property (except, in limited circumstances, the City's Department of Cultural Affairs for certain Cultural Projects). The following will be assigned to manage Projects:

- The New York City Economic Development Corporation ("EDC") will manage all Projects for construction or acquisition of real property that are funded less than 50% with City funds (with certain exceptions for Cultural Projects);
- The City's Department of Design and Construction ("DDC") will manage all construction Projects and real property acquisition Projects, where 50% or more of funding is derived from City funds (with certain exceptions for Cultural Projects);
- The City's Department of Health ("DOH") will manage all Moveable Property Projects related to hospitals and clinics;
- The City's Department for the Aging ("DFTA") will manage all Moveable Property Projects for senior centers;
- DDC will also manage all Moveable Property Projects not managed by DOH and DFTA.

Contract Development and Requirements. EDC, DDC, DOH or DFTA, as the case may be, will enter into a contract with the recipient organization. Legal counsel for the managing agency will initiate discussion of the contract with legal counsel for the recipient organization. The City contract documents (restrictive covenant, funding and security agreements) will be standard forms and the City will not agree to changes in its standard provisions. Copies of the City's standard form contracting documents are attached hereto.

Office of Management and Budget ("OMB") Approval. OMB must approve and issue a CP before a Funding Agreement may be entered into.

Registration. After all necessary approvals have been issued, a contract may be executed and sent to the City Comptroller for registration. Organizations should refrain from making purchases of Moveable Property or real property until after a contract has been registered. Any purchases made prior to such registration are made at the organization's risk. The City is under no obligation to reimburse an organization for purchases made prior to the

registration of the Funding Agreement if such Funding Agreement is not ultimately registered or if such purchases do not comply with the terms of the Funding Agreement.

Disbursement of Funds. Following registration of the contract, and resolution of any title and legal closing matters, disbursement of funds will be made on a reimbursement basis according to the terms of the contract documents. The time from the date the managing agency initiates contact with the recipient to the time disbursement can commence typically takes approximately 10 to 12 months, although that time may vary greatly depending on the complexity of the Project, delivery of information by the recipient, and other factors. Recipient must plan Project finances to accommodate this timetable and it is recommended that the recipient plan for Moveable Property projects at least one year from the expected date of appropriation.

POST-FUNDING COMPLIANCE

Annual Reporting and Certification. Following the receipt of City capital funds, the recipient organization will be required to submit to the City every year throughout the useful life of the Project the following information: (i) an officer's certificate attesting to compliance with the City Purpose Covenant; (ii) audited financial statements for the most recently ended fiscal year; and (iii) a current year operating budget. Failure to comply may result in denial of future funding, forfeiture of the asset or other legal remedies deemed appropriate by the City.

EXHIBIT 3

FORM OF DECLARATION OF RESTRICTIVE COVENANT

FORM OF DECLARATION OF RESTRICTIVE COVENANT

Dated as of _____

By

[Name of Organization]

Location of Premises

Street Address:

City or Town:

County:

Block:

Lot:

After Recording, Return to:

[Address of City's applicable Project Managing Entity]

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (“Declaration”) is made as of the ___ day of _____ 200_ by _____, a _____ organized under the laws of the State of New York having an office at _____ New York, New York _____ (the “**Declarant**”), in favor of The City of New York, a municipal corporation of the State of New York, acting by and through [its] [Name of applicable Project Managing Entity] on behalf of the City] (the “**City**”).

W I T N E S S E T H

WHEREAS, Declarant is the fee owner of certain real property located in the Borough of _____, City of New York and State of New York, which property is designated as Block ____, Lot ____ on the Tax Map for such Borough and is also known by the street address of _____, _____, New York, all as more particularly described in Exhibit A attached hereto (such real property together with all improvements now or hereafter erected thereon, being hereinafter referred to as the “**Premises**”); and

WHEREAS, Declarant operates _____ at the Premises; and

WHEREAS, Declarant desires to _____ at the Premises (“**Project**”); and

WHEREAS, Declarant has requested that the City [and Project Managing Entity, if applicable] provide funding for the Project; and

WHEREAS, the City has allocated the amount of _____ Dollars (\$_____) to provide funding (“**Funding**”) for the Project; and

WHEREAS, the Funding will be made available to Declarant by [the City/Project Managing Entity] for the purposes of the Project pursuant to the terms and conditions of a [ADD TYPE: construction contract; pass through contract; funding agreement] [IF KNOWN: dated as of _____ __, 20__] (the “**Agreement**”); and

WHEREAS, as a condition precedent to the disbursement of the Funding for the purposes of the Project pursuant to the Agreement, Declarant has agreed to execute, deliver and perform its obligations under this Declaration.

NOW, THEREFORE, Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and/or users of the Premises does hereby declare and agree that the Premises shall be hereinafter held, sold, transferred, conveyed and occupied subject to the restrictions, covenants, obligations and agreements set forth in this Declaration which shall be real covenants and run with the Premises and shall be binding upon Declarant and its successors, heirs, assigns, legal

representatives, lessees and transferees, including, without limitation, any owners and/or users of the Premises.

1. CITY PURPOSE COVENANT. [THE FOLLOWING IS AN EXAMPLE OF A CITY PURPOSE COVENANT. EACH COVENANT MUST DESCRIBE THE PARTICULAR CITY PURPOSE BEING SERVED.] For a period commencing [**FOR CONSTRUCTION PROJECTS ADD:** upon Substantial Completion (as defined below) of the improvements contemplated by the Project] [**FOR PROPERTY ACQUISITIONS ADD:** upon acquisition of the Premises]¹ and concluding thirty (30) years² thereafter (the “**Performance Term**”) Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and/or users of the Premises agrees as follows (“**City Purpose Covenant**”):

The Premises shall be used for the benefit of the people of the City:

(a) [Insert City purpose being offered which must be approved by the Project Managing Entity and OMB]³;

(b) for purposes ancillary and incidental to the foregoing uses provided that such ancillary and incidental purposes relate to, promote, and do not derogate from, use of the Premises for the purposes authorized by Section 1(a) hereof;⁴ and

(c) for such other cultural, educational, artistic, community, social service or recreational use for the benefit of the people of the City as the City shall approve through the Mayor of the City of New York or the Mayor’s designee.⁵

[DELETE THE FOLLOWING IF INAPPLICABLE: For the purposes hereof, “Substantial Completion” means that the construction work contemplated by the Project has been substantially completed and a certificate of occupancy has been issued for the Premises such that the Premises can be utilized for the purposes of the City Purpose Covenant.]

2. ADDITIONAL AGREEMENTS. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises further covenants and agrees as follows:

¹ **IF THE PROJECT INVOLVES BOTH PROPERTY ACQUISITION AND CONSTRUCTION THEN THE PERFORMANCE TERM SHOULD COMMENCE UPON SUBSTANTIAL COMPLETION OF THE CONSTRUCTION. IF THE PROJECT INVOLVES RECONSTRUCTION OF, OR UPGRADE TO, AN EXISTING BUILDING, THE PERFORMANCE TERM SHOULD COMMENCE UPON SUBSTANTIAL COMPLETION OF THE CONSTRUCTION WORK AND MAY BE BETWEEN 10 YEARS AND 25 YEARS DEPENDING ON THE EXTENT AND NATURE OF THE WORK AND THE BUILDING CLASS.**

² **THE PERFORMANCE TERM IS DETERMINED IN EACH CASE BY OMB.**

³ **THIS PART IS REQUIRED**

⁴ **THIS SECTION CANNOT BE MODIFIED WITHOUT PRIOR APPROVAL FROM OMB COUNSEL**

⁵ **THIS SECTION CANNOT BE MODIFIED WITHOUT PRIOR APPROVAL FROM OMB COUNSEL.**

(a) Any property whether real or personal (including the Premises and any items of machinery and equipment) and any improvements to the Premises paid for in whole or in part with City Funds (as defined below) shall not be destroyed, removed or altered in any way by, through or as the result of the action or inaction of Declarant or that of any of its successors, heirs, assigns, legal representatives, lessees and/or transferees including, without limitation, any owners and/or users of the Premises (whether direct or indirect) before the expiration of the useful life (“**Useful Life**”) for such property as determined by the City’s Office of Management and Budget in its sole and absolute discretion based on the criteria set forth in New York State Local Finance Law Section 11.a. unless the City’s prior written consent shall have been obtained. It is understood and agreed that none of the following shall constitute a breach of this covenant: **(1)** destruction, removal or alteration of any such property or improvement before the expiration of its Useful Life as a result of the intervention of Force Majeure (as defined below), **(2)** the undertaking of any repair or restoration of the Premises and/or any improvements thereto as may be reasonably necessary to protect and preserve their character and functionality, and **(3)** the removal and disposal of any item of machinery and/or equipment as may become worn or obsolete, provided that simultaneously with or prior to such removal, any such item of machinery and/or equipment shall be replaced with other machinery and/or equipment functionally comparable (or better) in all material respects to the removed machinery and/or equipment.

For the purposes of this Declaration “**City Funds**” means funds provided by the City to or for the benefit of Declarant and used in connection with the Premises; and “**Force Majeure**” means any of the following acts and events that occur without the negligence or fault, and beyond the reasonable control, of Declarant or that of any of its successors, heirs, assigns, legal representatives, lessees and/or transferees including, without limitation, any owners and/or users of the Premises and of which Declarant (or the owner or lessee of the Premises at the time of the occurrence of such act or event of Force Majeure) has given the City [and the Project Managing Entity] express written notice within thirty (30) days after such party knows of same: governmental actions, orders of any court of competent jurisdiction, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, terrorist acts, accidents, mechanical failure and acts of God (including, fire, flood or other inordinately severe weather conditions).

(b) On the second anniversary of the date of this Declaration and on each second anniversary thereafter Declarant (or the owner of the Premises at such time) shall issue a certification to the City of New York certifying that the Premises are held, occupied and used in compliance with the requirements of this Declaration. The certification required by this Section shall be signed by the Chief Executive Officer of Declarant or that of the owner of the Premises at such time.

(c) At any time and from time to time upon reasonable prior notice, the City [and the Project Managing Entity] and [its/their] respective officers, employees, servants, consultants and agents shall be permitted to enter the Premises to confirm that the Premises are being used in compliance with the requirements of this Declaration.

(d) The Premises shall not be used to unlawfully discriminate against any Person (as defined in Section 3(b) below) on the basis of race, religion, creed, color, national

origin, sex, age, disability, marital status, sexual orientation, or political affiliation. Any portion of the Premises the acquisition, construction or improvement of which shall have been paid for with City Funds shall not be used to advance religion or support sectarian activity, including religious worship, instruction or proselytization. Notwithstanding the preceding, subject to the requirements of the City Purpose Covenant, such portion of the Premises may be made available to any Person (as defined in Section 3(b) below) including Declarant itself, on a neutral, non-discriminatory basis for any religious or nonreligious purposes or activities, provided that such portion of the Premises is generally made available to the general public for such purposes or activities on substantially similar terms and conditions, the availability of such portion of the Premises for such purposes or activities on such terms and conditions is made known to the general public, and the use of such portion of the Premises for any such purposes or activities is occasional and temporary.

(e) If the amount of the Funding and the nature of the improvements contemplated by the Project trigger the requirements of the Green Building Standards Law (New York City Charter Section 224.1 and Chapter 10 of Title 43 of the Rules of the City of New York), Declarant shall comply with the requirements of said Green Building Standards Law in the construction of the improvements contemplated by the Project.

(f) If the Premises shall be damaged or destroyed by fire or other casualty, ordinary or extraordinary, foreseen or unforeseen, Declarant shall restore the Premises to the extent and the value of, and to the extent reasonably practicable, the character of the Premises as they existed prior to said casualty. Declarant shall so restore the Premises whether or not (i) such damage or destruction has been insured or was insurable, (ii) Declarant is entitled to receive any insurance proceeds, or (iii) the insurance proceeds are sufficient to pay in full the cost of the restoration of the Premises.

[ENTER ANY ADDITIONAL COVENANTS AS MAY BE APPROPRIATE]

3. REPRESENTATIONS AND WARRANTIES. Declarant represents and warrants that:

(a) there are no restrictions of record on the use of the Premises, nor any present or presently existing future estate or interest in and to the Premises, nor any Lien (as defined below), obligation, covenant, easement, limitation, lease or other encumbrance of any kind, on or with respect to the Premises, which prevent, preclude or delay, or may prevent, preclude or delay, the imposition, performance and/or observance of the restrictions, covenants, obligations and agreements of this Declaration which have not been extinguished or subordinated to this Declaration; and

(b) the execution, delivery, performance and recordation of this Declaration by Declarant has been authorized by all necessary corporate action of Declarant and does not and will not: (i) require any consent or approval by any Person (as defined below), (ii) contravene the charter or by-laws of Declarant, (iii) violate any provision of, or require any filing, registration, consent or approval under, any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Declarant or

its affiliates, (iv) result in a breach of, or constitute a default or require any consent under, any indenture or agreement, lease or instrument to which Declarant is a party or its properties may be bound or affected, or (v) cause Declarant to be in violation of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award, or in default under any such indenture, agreement, lease or instrument.

For the purposes of this Declaration, the term “**Lien**” means any lien (statutory or otherwise), encumbrance, lease, easement, option, restriction, estate or other interest including, but not limited to, mechanic’s, laborer’s, materialman’s and public improvement liens, restrictive covenant, security interest, mortgage, deed of trust, priority, pledge, charge, conditional sale, title retention agreement, financing lease or other similar right of others, or any other agreement to give any of the foregoing; and “**Person**” means an individual, corporation, partnership, joint venture, estate, trust, unincorporated association; any federal, state, county or municipal government or any bureau, department or agency thereof; and any fiduciary acting in such capacity on behalf of any of the foregoing.

4. REAL COVENANTS. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises understands and agrees that the restrictions, covenants, obligations and agreements contained in this Declaration shall be real covenants running with the land and shall inure to the benefit of the City [and the Project Managing Entity] and [its/their respective] successors and assigns, and bind Declarant and its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and/or users of the Premises.

5. RECORDING. Declarant shall file and record, or shall cause to be filed and recorded, immediately upon execution hereof, this Declaration in the Office of the City Register of the City of the New York, County of _____ (“**Register’s Office**”) and shall cause the Register’s Office to index this Declaration against the Premises. Promptly upon recordation hereof Declarant shall deliver to the City [and the Project Managing Entity] [a] true and complete [copy/ies] of this Declaration bearing the recording information and certified by the Register. If Declarant fails to record this Declaration and/or deliver copies thereof to the City [and the Project Managing Entity] as required hereby, the City [or the Project Managing Entity] may record this Declaration, at the sole cost and expense of Declarant and all recording fees and other fees, costs and expenses including, without limitation, any and all expenses for the purchase of a reasonable number of certified copies of the recorded Declaration shall be immediately paid by Declarant to the City [and/or the Project Managing Entity, as the case may be].

6. REMEDIES AND ENFORCEMENT. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises understands, acknowledges and agrees as follows:

(a) [Each of] the City [and the Project Managing Entity] is an interested party to this Declaration and Declarant consents to enforcement by either the City [or

the Project Managing Entity] [or both], administratively or at law or equity, of the restrictions, covenants, obligations and agreements contained herein.

(b) Monetary damages would not be adequate or sufficient to compensate the City [and/or the Project Managing Entity] for a breach of any of the restrictions, covenants obligations and/or agreements of this Declaration. Accordingly, in addition to any other remedies available to the City [and/or the Project Managing Entity] administratively, at law or equity, under this Declaration or otherwise, the City [and/or the Project Managing Entity] may obtain a mandatory and/or prohibitory injunction compelling Declarant to specifically perform and observe the restrictions, covenants, obligations and agreements contained in this Declaration or to remedy any failure on the part of Declarant or any of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises to perform or observe any such restriction, covenant, obligation or agreement.

(c) No right or remedy conferred upon the City [or the Project Managing Entity] in this Declaration is intended to be exclusive of any other right or remedy contained in this Declaration or at law or equity. Every such right or remedy shall be cumulative and shall be in addition to each other right and remedy contained in this Declaration or now or hereafter available to the City [and the Project Managing Entity] at law, in equity, by statute or otherwise.

7. INDEMNIFICATION. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises agrees that it shall defend, indemnify and save the City [and the Project Managing Entity], and [its/their] respective directors, officers, employees, agents and servants (collectively, the “**Indemnitees**”) harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, court costs and reasonable attorneys’ fees and disbursements, that may be imposed upon, or incurred by, or asserted against, any of the Indemnitees resulting from the execution and delivery of this Declaration, the recordation thereof or the failure of Declarant or any of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises to perform or observe any restriction, covenant, obligation or agreement of this Declaration on its or their part to be performed or observed.

8. SUBORDINATION; CONFLICTING LIENS. Any present or future estate in and to the Premises and any Lien of any kind at any time arising, claimed or asserted in and to or with respect to the Premises shall be subject and subordinate to this Declaration. Accordingly, Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises shall cause any Person that at any time asserts any right or claim in and to or with respect to the Premises to subordinate any such right or claim to the Premises to this Declaration. In addition, Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises agrees that it shall not permit the imposition of any restriction on the use of the Premises that conflicts with the City Purpose Covenant in any manner without first obtaining the

written consent of the City, and that any such restriction imposed on the Premises in violation of the foregoing requirement shall be unenforceable for the duration of the Performance Term.

9. NOTICES. All notices and communications to the parties hereunder will be delivered by hand or sent by registered or certified mail, return receipt requested, or by Airborne Express, Federal Express, Express Mail or other overnight mail service that provides a receipt to the sender. Receipt of a notice by the party to whom the notice is transmitted will be deemed to have occurred: (i) upon receipt, if hand delivered; (ii) five days from the date of mailing, if mailed; or (iii) the next business day after transmittal by Airborne Express, Express Mail or other overnight delivery service that provides a receipt to the sender.

(a) All notices and correspondence to the City must be delivered to the following addresses and addressees or to such other addresses or addressees of which the City [or the Project Managing Entity] may notify Declarant its successors, heirs, assigns, legal representatives, lessees or transferees including, without limitation, any owners and/or users of the Premises from time to time:

Title: General Counsel
Address: [Address of the Project Managing Entity]

with copies to:

Title: Counsel
Address: New York City Office of Management and Budget
75 Park Place
New York, New York 10007

(b) All notices and correspondence to Declarant its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises will be delivered to the following address(es) and addressee(s) or to such other address(es) or addressee(s) of which Declarant its successors, heirs, assigns, legal representatives, lessees or transferees including, without limitation, any owners and/or users of the Premises may notify the City [and the Project Managing Entity] from time to time:

Name: _____
Title: _____
Address: _____

(d) Declarant understands and agrees that all notices, demands and consents that may be given by the City may be given by [the Project Managing Entity] in the name and stead of the City, and such notices, demands and consents shall have the same force and effect as if given by the City.

10. EFFECTIVE DATE AND TERMINATION. This Declaration shall become effective immediately upon execution by Declarant and shall terminate upon expiration of the Performance Term except for rights and obligations that accrued prior to termination.

11. MISCELLANEOUS.

(a) Headings, Captions and Table of Contents. The descriptive headings and captions used in this Declaration are for the purposes of convenience only and do not constitute a part of this Declaration.

(b) Governing Law. This Declaration and its performance shall be governed by and construed in accordance with the laws of the State of New York, excluding New York’s rules regarding conflict of laws and any rule requiring construction against the party drafting this Declaration.

(c) Amendments; Waiver. This Declaration may not be amended except by an instrument in writing signed by the City [and the Project Managing Entity] and the Declarant. The failure by the City [and/or the Project Managing Entity] to exercise in any respect any right provided for herein will not be deemed a waiver of any rights hereunder.

(d) Severability; Invalidity of Certain Provisions. The provisions of this Declaration are intended to be severable. If any term or provision of this Declaration or the application thereof to any Person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Declaration, and the application of such term or provision to Persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(e) “Including”. **“Including”** as used in this Declaration, shall be deemed to mean “including, without limitation.”

(f) Required Provisions of Law Controlling. It is understood and agreed that each and every provision of law required to be inserted in this Declaration should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Declaration shall forthwith, upon the application of the

City [or the Project Managing Entity], be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of the City [or the Project Managing Entity].

(g) Construction of Terms and Words. All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other gender, masculine, feminine or neuter, as the context or sense may require, with the same effect as if such numbers and words had been fully and properly written in the required number and gender.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written and by a duly authorized signatory agrees for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises to be bound by this Declaration.

[NAME OF DECLARANT]

By: _____
Name:
Title:

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the ____ of _____ the year 200_ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

PREMISES

(SEPARATE ATTACHMENT)

EXHIBIT 4

FORM OF SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT

This instrument is made as of _____, 200__, by _____ (“Lienholder”), a _____, having its principal place of business at _____.

RECITALS

- A. _____ (“Lienholder”) is the holder of a note secured by a mortgage (the “Mortgage”) on the Mortgaged Property (as defined below), dated _____, 20__, executed by _____ and recorded on _____, 20__ in book _____, at page _____, as instrument _____, in the real estate records of _____ County, pertaining to the real estate located at _____ and further described as follows (the “Mortgaged Property”):
B. _____, the owner (“Owner”) of the Mortgaged Property has applied to the [NAME OF APPLICABLE PROJECT MANAGING ENTITY] for funding (“Funding”) in the form of City of New York (“City”) capital funds to cover certain costs and expenses incurred by Owner in connection with the development of the Mortgaged Property.
C. It is a condition of the Funding that Owner execute, deliver and cause to be recorded against the property records of the Mortgaged Property a Declaration of Restrictive Covenant (“Declaration”) in substantially the form attached hereto as Exhibit A in favor of [NAME OF APPLICABLE PROJECT MANAGING ENTITY] and the City, and that Lienholder subordinate its Mortgage to the Declaration.
D. It is to the benefit of Lienholder that the City and [NAME OF APPLICABLE PROJECT MANAGING ENTITY] advance the Funding to Owner.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lienholder agrees as follows:

- 1. The Mortgage held by Lienholder shall be subject and subordinate to the Declaration.

2. Lienholder acknowledges that each of the City and [NAME OF APPLICABLE PROJECT MANAGING ENTITY] is relying on this instrument in its determination to advance the Funding to Owner. Lienholder agrees that the Declaration shall have the same validity, priority, and effect as if executed, delivered and recorded prior to the date the Mortgage was executed, delivered and recorded, provided, however, that nothing in this instrument shall in any way alter, change or modify the terms and conditions of the Mortgage, or in any way release or affect the validity or priority of the Mortgage, except with respect to the Declaration as provided herein.

3. The terms, covenants and agreements of this Subordination Agreement shall inure to the benefit of the City and [NAME OF APPLICABLE PROJECT MANAGING ENTITY] and their respective successors, assigns and transferees and shall be binding upon Lienholder and its successors, assigns and transferees.

Entered into this _____ day of _____, 20__.

("Lienholder")

By: _____

Name:

Title:

STATE OF _____)
:SS.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public, personally appeared _____, to me personally known to be the _____, and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

Notary Public

My Commission Expires: _____

EXHIBIT A

FORM OF DECLARATION OF RESTRICTIVE COVENANT

(SEPARATE ATTACHMENT)