



October 29, 2025

The Honorable Pierina Ana Sanchez
New York City Council, 14th District
250 Broadway, Suite 1725
New York, NY 10007

Dear Council Member Sanchez,

The transformation of the historic Kingsbridge Armory represents a defining moment for the Bronx, and we are grateful for your unwavering commitment to ensuring this iconic landmark serves the community it calls home. This project and the *Together for Kingsbridge Vision Plan* reflect years of engagement and collaboration among your office, Bronx Community Board 7, elected officials, community organizations, labor, and residents to ensure the Armory's future reflects the priorities and aspirations of the surrounding community and the Bronx. Your vision for a project that balances economic opportunities with meaningful community investment has been central to shaping our approach to this once-in-a-generation redevelopment.

With over \$200 million in combined City and State funding dedicated to the Kingsbridge Armory, we have a unique opportunity to create a destination that honors the building's rich history while meeting the modern needs of Bronx residents. This investment will support the development of a premier live entertainment venue, permanent affordable housing, commercial and industrial businesses, local retail opportunities, and quality jobs for neighborhood residents. We recognize that this project carries the weight of prior redevelopment attempts, and we are committed to delivering outcomes that reflect the community's aspirations and your leadership.

Over the past year, we have worked diligently to advance critical project milestones. Alongside our development team, we've engaged extensively with local stakeholders, refined architectural designs to respect the Armory's historic character, and established workforce development partnerships to ensure hiring pathways for Bronx residents. The commitments we are making extend beyond the Armory's walls. In collaboration with your office, the City is investing in public realm improvements along Kingsbridge Road, enhanced pedestrian safety measures, and programing that will activate the surrounding neighborhood. We are also prioritizing partnerships with local schools and community organizations to ensure that residents have access to recreational programming and career exploration opportunities.

This project reflects the values you have championed throughout your tenure: accountability, economic justice, and genuine community partnership. We appreciate your steadfast advocacy and the trust you have placed in our team to deliver a project worthy of the Kingsbridge community. Thank you for your partnership in making the Kingsbridge Armory redevelopment a reality for the Bronx.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Kimball". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Andrew Kimball
President & CEO
New York City
Economic Development Corporation

Kingsbridge Armory Points of Agreement

INTRODUCTION

The [Kingsbridge Armory](#) is a historic military facility located in the heart of the Kingsbridge Heights neighborhood of the Bronx. One of the few remaining armories in New York City, the Kingsbridge Armory opened in 1917 and was used throughout the first half of the 20th century. Designated as a New York City Landmark in 1974, the Armory was listed on the New York State and the National Register of Historical Places in 1982. The Armory was transferred to the City of New York in 1996 and has been functionally vacant for nearly 30 years.

In 2022, the New York City Economic Development Corporation (NYCEDC) in partnership with New York City Council Member Pierina Sanchez launched the “Together for Kingsbridge” Community Working Group (CWG) of neighborhood leaders, community-based organizations, key institutions, and state & federal elected officials. NYCEDC and the CWG launched a series of public workshops and engagement opportunities designed to develop a shared vision for how the Armory could support the neighborhood and the community’s economic development priorities. The [Together for Kingsbridge Vision Plan](#) (also available in [Spanish](#)) was the culmination of that public engagement, an outreach effort that reached over 4,000 community members and industry stakeholders. The *Vision Plan* identified seven guiding principles for the Armory’s redevelopment:

1. Create Jobs and Wealth for Existing Workers and Communities
2. Grow a Regenerative Local Economy
3. Maximize Community Ownership
4. Prioritize Youth
5. Welcome Older Adults
6. Foster Intergenerational Relationships
7. Put the Bronx’s Culture and History on the Map

After a competitive Request for Proposal (RFP) process, New York City Economic Development Corporation (NYCEDC) selected 8th Regiment Partners as the developer partner to redevelop the historic and long-underutilized site and create new economic opportunities in the Bronx. The first phase of the project will consist of a mixed-use development with a state-of-the-art venue space and entertainment uses, recreational space, cultural and commercial space, light industrial manufacturing space, and over 25,000 square feet of dedicated community space. Phase Two includes up to 500 units of affordable rental housing adjacent to the Armory. The redeveloped Armory is expected to generate nearly \$2.6 billion in economic impact over the next 30 years, creating nearly 3,000 construction jobs and 360 permanent jobs in the process. To support this work, the City of New York has committed a combined \$115M, including allocations from the City Council and Borough President, and the State of New York has committed an additional \$100M for the redevelopment of the Kingsbridge Armory.

In comprehensively considering current and future community needs, a wide range of strategies and investments were identified to support the Bronx and Kingsbridge community’s ability to benefit from this transformational project. This Points of Agreement (POA) details a series of commitments from EDC and the City of New York in consultation and partnership with Council Member Sanchez.

Kingsbridge Armory Points of Agreement

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HOUSING

Phase 2 of the Kingsbridge Armory redevelopment will include up to 500 units of deeply affordable housing. In order to support this work, as well as housing opportunities in the broader Kingsbridge community, the following commitments will be delivered by 8th Regiment Partners as well as the New York City Department of Housing Preservation & Development (HPD).

1. Family-Sized Units

As stated in 8th Regiment Partners LLC's October 28, 2025 letter to Council Member Sanchez (see Appendix #1) the Developer has committed to seek up to 50% of the total dwelling units as 2- and 3-bedroom units while complying with HPD's applicable term sheet requirements at the time of closing. The Developer will work collaboratively with the City's Department of Housing Preservation and Development (HPD) and other relevant government agencies to advance a project that achieves this goal to the extent feasible. As noted in the letter, final unit mix, ratios, and project approvals will be determined through HPD's underwriting process and are subject to financial feasibility.

Timeline: Developer Commitment Letter Completed October 28, 2025

Funding Amount: Consistent with HPD term sheets

Funding Type: Capital

Agency Responsible: HPD

2. Partners in Preservation

As part of its *City of Yes for Housing Opportunity* commitments in late 2024, the City agreed to fund HPD's Partners in Preservation program "over the next ten years." The program will remain funded through 2030 and HPD will make best efforts to ensure tenant organizing groups working in Bronx Community Districts 5 and 7 are supported through FY35, ensuring that tenants have access to organizing resources, know-your-rights workshops, and support in preventing displacement and maintaining safe, affordable housing.

Timeline: Present - FY35

3. Homeownership Support

HPD will organize and host comprehensive resource fairs in the Kingsbridge neighborhood on an annual basis for the next three years to promote the HomeFirst down payment assistance program, which helps first-time homebuyers with down payment and closing costs. The fairs will also feature information about other relevant homeownership programs, including the Plus One ADU program, HomeFix, foreclosure prevention, and other supportive services. Additionally, HPD's community outreach teams will partner with local community-based organizations to conduct targeted outreach and promotional campaigns that raise awareness about these programs for both current and prospective homeowners. including information about online educational classes about the program and prepare prospective homebuyers for the home purchasing process.

Timeline: Q1 2026 – Q4 2028

Agency Responsible: HPD

4. Living Library at Francis Martin

The City acknowledges that capital needs at the Francis Martin library are extensive and require action. The City, HPD, and the New York Public Library will evaluate the feasibility of transforming Francis Martin library into a potential "Living Library" redevelopment project. This analysis will determine if a "Living Library" project is deemed

Kingsbridge Armory Points of Agreement

feasible at this site. The study will also lay out multiple scenarios for the redevelopment if a project is deemed feasible. Once complete, the City will submit the study to the Speaker and local Council Member. If the study determines that there is no feasible development scenario, the City will explore funding solutions to meet the library's critical capital needs.

SMALL BUSINESS SUPPORT & WORKFORCE DEVELOPMENT

The Armory redevelopment will create hundreds of construction and permanent jobs and generate \$2.6B in economic impact over the next 30 years. The following commitments will provide support for existing small businesses and street vendors in the area of the Armory, and ensure local residents have access to quality employment and training opportunities generated by the project.

5. Targeted Outreach and Local Business Support

Through marketing, outreach, and collaboration with community partners, the Department of Small Business Services (SBS) will actively connect small businesses within the Kingsbridge area to SBS's comprehensive suite of business support services. These free services will include programs that help businesses start, operate, and expand in New York City, such as: business education workshops, access to capital programs, free pre-litigation legal resources, commercial lease assistance, and promote any available grants for local economic development organizations. SBS will work with Kingsbridge businesses and community partners to connect them to its range of financial assistance tools, including one-on-one guidance on responsible financing options from vetted local and national banks, lenders, and grant makers available. SBS will partner with local business improvement districts, merchant associations, and community-based organizations to ensure widespread awareness of and access to these resources among Kingsbridge business owners.

In addition, the Department of Small Business Services (SBS) will provide targeted support for local street vendors to help them strengthen and formalize their businesses using existing programmatic resources. This will include outreach to vendors when new licensing opportunities arise, and for the full range of existing SBS supportive programming.

Timeline: Q1 2026

Agency Responsible: SBS

6. Small Business Support Fund

NYCEDC has initiated discussions with the Bronx Economic Development Corporation (Bronx EDC) and signed a Letter of Intent for Bronx EDC to administer a Small Business Support Fund that will support existing small businesses in two catchment areas: (1) Kingsbridge Road from Sedgwick Avenue to Grand Concourse, including side streets from 190th to 198th, and (2) Jerome Avenue from E 165th Street to E 184th St, including adjacent east-west side streets on Mount Eden Avenue, Tremont Avenue, Burnside Avenue, and E 170th St. This fund will be available starting in the first quarter of 2027, and will include an initial commitment of \$2.5M over the 5 years comprised of the following allocations:

- **City of New York Funding** - \$2,000,000 (*provided at \$400,000 each year for five years*)
- **NYCEDC Funding** - \$350,000 (*provided at \$70,000 each year for five years*)
- **Bronx EDC Funding** - \$150,000 (*total*)

NYCEDC commits to pursue private funding sources to bolster the Small Business Support Fund. NYCEDC further commits to working with Council Member Sanchez, the Department of Small Business Services (SBS), and Bronx EDC on finalizing eligibility criteria, the eligible uses of funds, funding parameters, and the application and selection materials by the fourth quarter of 2026. During the fourth quarter of 2026, NYCEDC will work with CM Sanchez, SBS, and BxEDC to market the grant funding in the Kingsbridge and Jerome Ave catchment areas. The City

Kingsbridge Armory Points of Agreement

acknowledges the Jerome Avenue catchment area has been included in the Small Business Fund to support progress toward the Jerome Avenue Neighborhood Plan Points of Agreement dated March 6, 2018.

The Letter of Intent is included in the POA as Appendix (#2) and describes that, at a minimum, the Small Business Support Fund will be used for:

- **Capital improvements** (e.g., façade, signage, or building upgrades)
- **Green initiatives and sustainability measures** (e.g., energy efficiency retrofits, waste reduction)
- **Public realm improvements** (e.g., sidewalk planters, outdoor seating, lighting, security cameras)
- **Other eligible expenses** deemed appropriate under program guidelines that advance business resilience and in compliance with City regulations.

Timeline: Letter of Intent between NYCEDC and Bronx EDC Completed; Q1 2027 Program Launch

Funding Amount: \$2,500,000

Funding Type: Expense

Agency Responsible: NYCEDC

7. Workforce Development

NYCEDC is committed to fostering an inclusive and competitive economy for all New Yorkers, with a particular focus on equitable economic development. NYCEDC recognizes that neighborhoods are critical units for change in improving economic mobility, and that locally driven workforce development strategies are essential to creating pathways to prosperity.

In alignment with the Kingsbridge Armory redevelopment, EDC will launch the Kingsbridge Economic Mobility Network, which intends to work closely with the Kingsbridge community and local workforce development providers to develop and implement responsive workforce development investments that center local resident employment, youth workforce training, or work-based training opportunities such as internships, apprenticeships, and on-the-job training programs. The goal of this work will be to connect local residents to jobs within the Kingsbridge Armory.

Timeline: Kingsbridge Economic Mobility Network to commence no later than twelve months post-construction.

Funding Amount: \$400,000

Funding Type: Expense

Agency Responsible: NYCEDC

8. Support for Street Vendors

The City recognizes that street vendors are an important and vital part of the Kingsbridge community's economic and cultural ecosystem. As part of the Kingsbridge Armory redevelopment, the Developer will thoughtfully design and operate an outdoor open space and public areas outside the Kingsbridge Armory that provides opportunities for legal street vendors to operate within the outdoor space, regulated by City policy and laws. The Developer will also commit to working with tenants to identify and provide pop-up opportunities inside the Armory on a temporary basis, such as art or flea market events. This planning will help ensure that street vendors remain visible staples of the community following the redevelopment's completion.

Timeline: Ongoing

ENVIRONMENTAL COMMITMENTS

Kingsbridge Armory Points of Agreement

The redevelopment of the Kingsbridge Armory will serve as a citywide model for sustainable adaptive reuse of historic structures. The following commitments ensure that this project prioritizes environmental justice and serves as a citywide model for responsible development in environmental justice communities.

9. Commitment to Exceptional Environmental Standards

The new housing building will be designed to meet high standards of sustainability and environmental performance, building off the City's design and sustainability guidelines to promote energy efficiency, water conservation, and healthy indoor environments. Phase I will incorporate electric vehicle charging spaces with designated charging stations to support sustainable transportation options for residents and visitors. All building systems will be powered entirely by electricity, eliminating reliance on fossil fuel-based heating, cooling, and operational systems for both the Armory and residential buildings. The Developer will minimize the use of fossil fuel-powered generators, with any such generators limited to emergency backup purposes only. This all-electric approach will reduce greenhouse gas emissions, improve local air quality, and align with New York City's climate goals under Local Law 97. The City will provide the Council Member and Community Council with the final scope of sustainability commitments once design is complete.

10. Construction Impact Plan

NYCEDC will ensure that the construction activities at the Kingsbridge Armory will comply with all applicable codes and regulations, subject to oversight by other City agencies. The New York City Department of Buildings (DOB) ensures that construction projects meet the requirements of the New York City Building Code and that buildings are structurally, electrically, and mechanically safe. The New York City Department of Environmental Protection (DEP) enforces the New York City Noise Code and regulates water disposal into the sewer system. The City of New York Department of Sanitation (DSNY) has regulatory and enforcement oversight of the storage, transport, and disposal of asbestos waste. The New York City Fire Department (FDNY) has primary oversight of compliance with the New York City Fire Code. The New York City Department of Transportation (DOT) Office of Construction Mitigation and Coordination (OCMC) reviews and approves any traffic lane and sidewalk closures. Coordinating with New York City Transit (NYCT) is required where work at the Project Site is within 200 feet of subway structures. The New York City Landmarks Preservation Commission (LPC) reviews any archaeological testing or monitoring that may be required. LPC also reviews and approves construction protection plans (CPPs) and any monitoring measures necessary to prevent damage to historic structures.

NYCEDC will require that the Developer provide a Community Construction Liaison Officer (CLO) who will serve as the primary point of contact for neighborhood residents, businesses, and community facilities. The CLO will keep the community informed of anticipated construction activities, maintain regular communication channels for concerns and complaints, and assist in coordinating efforts to reduce the potential impact of construction on the surrounding neighborhood.

11. FEIS Mitigation and Adverse Impact Avoidance

As established in the lease agreement, 8th Regiment Partners will be required to implement all feasible environmental mitigation measures identified in the FEIS, to reduce the environmental impacts of the proposed development in the Kingsbridge neighborhood. These measures to avoid and mitigate adverse environmental impacts will focus on transportation, pedestrian safety, air quality, noise, and construction impacts of the proposed Kingsbridge Armory redevelopment. All costs for mitigation will be born by 8th Regiment Partners as established as a requirement of the lease agreement.

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The draft EIS Commitments Exhibit is included in the POA as Appendix (#3) and describes all the required mitigation and impact avoidance measures for the redevelopment of the Kingsbridge Armory.

PARKS & OPEN SPACE

The following commitments outline ongoing and planned improvements to parks and open spaces throughout the area surrounding the Kingsbridge Armory.

12. Aqueduct Walk Park

NYC Parks has been actively working on the design of the Aqueduct Walk, north of West Burnside Avenue. Subsurface testing of the site, which will help inform the design plans, along with a detailed study of the aqueduct structure, is currently underway. These results are needed before design plans can be further developed and finalized. For the Southern Segment of the Aqueduct Walk, the City is working on a Uniform Land Use Review Procedure (ULURP) to authorize an acquisition that will create a mid-block entrance, improving access and connectivity to this important linear park space.

Timeline: Phase 1 Design Completion Anticipated in Late 2026; ULURP Certification for Southern Segment Acquisition Anticipated in December 2025

Agency Responsible: NYC Parks

13. St. James Park

Partial reconstruction of St. James Recreation Center is currently underway, bringing improvements to park infrastructure and amenities. This limited scope project will improve public accessibility, flood resiliency, and safety throughout the Recreation Center. The scope includes structural repairs, lead and asbestos abatement, roof reconstruction, facade repairs, window and door replacement throughout, security cameras and fire alarm system, drainage improvements, flood mitigation measures, reconstruction of the men's and women's bathrooms, and creation of a new family bathroom.

To complement the improvements to the recreation center, NYC Parks will make additional investments to enhance programmatic amenities at St. James Park. Such additional enhancements will include additional drainage improvements to address ongoing flooding at the park and building, as well as addressing community concerns with the turf areas.

Timeline: Design start by FY29

Funding Amount: \$7,000,000

Funding Type: Capital

Agency Responsible: NYC Parks

COMMUNITY SAFETY

Safety is at the heart of community wellbeing and quality of life. Efforts to reduce harm in the area surrounding Kingsbridge Armory will enable the neighborhood to grow in a way that improves the wellbeing of community members. The following commitments outline ongoing and planned efforts to increase safety around the Kingsbridge Armory.

14. Expanding After-School Access and Youth Programming in District 14 and the West Bronx

The City, through the Department of Youth and Community Development (DYCD), commits to expanding youth and family programming in the Kingsbridge and Fordham area, centered on an expansion of the Saturday Night Lights (SNL) initiative. DYCD will work with the community to determine the most appropriate places to add SNL into the

Kingsbridge Armory Points of Agreement

community—with the goal of expanding the City’s network of safe, structured, and enriching spaces for young people on Saturday nights throughout the year. These programs will reduce exposure to street violence, help youth to build positive relationships and connect youth to additional opportunities such as career pathways.

In addition, DYCD will prioritize new after-school seats, with a minimum of 100 children served through new opportunities in the COMPASS program, beginning in Fall 2026, as part of the Mayor’s After School for All initiative, with a shared goal of ensuring that low-income children (defined as those living at or below 200% of the Federal Poverty Level) in Council District 14 have access to affordable, high-quality after-school programs. DYCD is currently undertaking a procurement process for future allocation of after-school seats which will be driven by neighborhoods and schools with a high percentage of low-income children. The city acknowledges Council District 14’s population’s significant need for additional after school programming and will serve District 14 proportionally to its need.

Timeline: FY27-FY31

Funding Amount: \$200,000

Funding Type: Expense

Agency Responsible: DYCD

15. Develop a West Bronx Harm Reduction and Wellness Plan

Safety and health are the foundation of a thriving community. For too long, the neighborhoods surrounding the Kingsbridge Armory have borne the brunt of the **substance use disorder and overdose crisis**—carrying the burden of loss without receiving equitable investment in care, prevention, and healing. To ensure that the Armory’s redevelopment contributes to a healthier and more resilient West Bronx, the City will lead a place-based community planning process focused on harm reduction, treatment access, and wellness. This process will bring together local health providers, harm reduction organizations, social service agencies, youth groups, and community leaders to identify priorities, coordinate existing services, and design a shared roadmap for investment in the neighborhood. The planning process will focus on developing a West Bronx Harm Reduction and Wellness Plan tied to the opening of the redeveloped Kingsbridge Armory. This framework will:

- Recommend on-site naloxone access and overdose prevention resources;
- Explore opportunities for mobile health and harm reduction services, including treatment navigation and follow-up care;
- Identify strategies to expand youth workforce, recreation, and wellness programs;
- Assess the feasibility of establishing a brick-and-mortar harm reduction facility in the area; and

The process, facilitated by the Council will include at least one convening in Q1 of 2026, and build on the work of State Senator Gustavo Rivera, who has hosted more the 10 harm reduction convenings with local community members, DOHMH, the 52nd NYPD Precinct, elected officials, Community Boards 5 and 7, school presidents, and other key stakeholders since May 2024. The West Bronx Harm Reduction planning process will culminate in a formal set of community-driven recommendations to both the City and the State. These recommendations will guide program development, resource allocation, and long-term coordination among government and local partners. Through this effort, the City commits to reducing harm, expanding opportunity, and centering community voices in building a safer, healthier future for the West Bronx.

Timeline: Q1 of 2026 - Q2 of 2026

Agency Responsible: DOHMH

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TRANSPORTATION & STREETS

Safe, accessible streets are fundamental to community wellbeing and economic vitality. The area surrounding the Kingsbridge Armory includes several high-traffic intersections and corridors that serve thousands of pedestrians, cyclists, transit riders, and motorists daily. As the Armory redevelopment brings additional activity to the neighborhood, it is critical that street infrastructure prioritizes safety—particularly for vulnerable road users including children, seniors, and people with disabilities. The following commitments outline ongoing and planned improvements to intersections and corridors throughout the Kingsbridge area, representing significant investment in pedestrian safety, traffic calming, and streetscape enhancements that will benefit all community members.

16. Safe Intersections

The City, through the Department of Transportation (DOT) and the Department of Design and Construction (DDC), is implementing a comprehensive program of intersection safety improvements throughout the Kingsbridge area. These projects address some of the neighborhood's most dangerous intersections and include a range of proven safety interventions such as expanded sidewalks, new crosswalks, traffic calming measures, improved street lighting, and enhanced greenery. To minimize impact to the surrounding neighborhood during Armory construction, DOT and DDC will coordinate with the Developer and align its project planning with the status of each priority intersection as follows:

Reservoir Avenue and West Kingsbridge Road

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extensions, bus pad installation, slight sidewalk reduction in limited areas, reconstruction of existing corner/sidewalk, and potential new or expanded green street areas to improve pedestrian safety near schools. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

University Avenue and West Kingsbridge Road

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extensions, reconstruction of existing corner/sidewalk, and proposed bus pad installation to enhance safety for students and families accessing nearby schools. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

University Ave and Eames Place

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Webb Ave and Eames Place

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Webb Ave and West Kingsbridge Road

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Sedgwick Ave and West Kingsbridge Road

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DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

University Ave and Eames Place

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Grand Concourse and East Kingsbridge Road

DOT Project ID: Part of Grand Concourse Phase 5 Capital Project (HWXP136D). Currently under construction with completion expected by the end of 2028. Project includes new sidewalk construction, new planted areas, and reconstructed sidewalk to improve the pedestrian realm along this major corridor. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Grand Concourse and East 192nd Street

DOT Project ID: Part of Grand Concourse Phase 5 Capital Project (HWXP136D). Currently under construction with completion expected by the end of 2028. Project includes reconstructed sidewalk, new sidewalk construction, and new planted areas to beautify and improve pedestrian safety. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Grand Concourse and East Fordham Road

DOT Project ID: Part of Grand Concourse Phase 5 Capital Project (HWXP136D). Currently under construction with completion expected by the end of 2028. This critical intersection will receive comprehensive safety and accessibility improvements.

West Burnside Avenue and Jerome Avenue

This intersection is set to be improved by the upcoming MTA Burnside Avenue elevator project, which is currently under construction. These improvements will enhance accessibility and pedestrian flow around the subway station entrance.

Sedgwick Avenue and West Fordham Road

DOT will continue to evaluate this location for appropriate safety interventions.

Jerome Avenue between West Kingsbridge Road and West Fordham Road

This corridor is currently being examined by DOT for potential safety and streetscape improvements. Project scope and timeline remain to be determined based on the findings of this assessment. DOT is beginning outreach in November 2025.

Grand Avenue and West Fordham Road

DOT continues to monitor conditions at this intersection.

University Avenue and West Fordham Road

DOT continues to monitor conditions at this intersection.

Kingsbridge Road between Grand Concourse and Bailey Avenue

Some of this corridor is encompassed under DOT Project HWXP136D (Grand Concourse Phase 5), which will bring comprehensive streetscape and safety improvements. The project is currently under construction and estimated to be completed by the end of 2028.

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COMMUNITY OVERSIGHT & ACCOUNTABILITY

To date, this project has achieved a remarkable level of collaborative engagement and partnership with local stakeholders. The following commitments will ensure that the City remains coordinated with these stakeholders over the long-term, and the wide-ranging benefits accompanying this redevelopment are delivered in full.

17. Community Council

NYCEDC acknowledges that a “Community Council” will be formed shortly after the conclusion of the ULURP process. The Community Council will include a broad group of local stakeholders from the surrounding neighborhoods — including representatives from faith, labor, cultural, youth, and small business communities. The Community Council will have the following responsibilities:

- Oversee the implementation of the commitments in this letter
- Oversee the Developer’s commitments in the Community Benefits Agreement (see below)
- Work collaboratively with the City and Developer to ensure community voices are reflected in the ongoing operations of the Armory
- Ensure the public stays informed and engaged with regard to the items above

Accordingly, NYCEDC commits to coordinating with City Agencies to provide quarterly updates on its POA commitments to the Community Council. NYCEDC will designate one “Lead Representative” who will serve as the Community Council’s primary liaison and lead coordination of city agencies for the City’s regular reporting.

Timeline: Quarterly reporting until all POA commitments are fulfilled

Funding Amount: n/a

Funding Type: n/a

Agency Responsible: City Hall

18. Community Benefits Agreement

NYCEDC acknowledges that the Developer has signed a Community Benefits Agreement (CBA) with a broad range of local community organizations (see Appendix #4). The CBA includes a set of commitments from the Developer to the local community to ensure the Armory redevelopment reflects the principles of the *Vision Plan*, and delivers equitable economic growth to the Bronx.

Timeline: By Phase I Closing, expected year-end 2026 or 2027

Kingsbridge Armory Points of Agreement

APPENDIX

8th Regiment Partners LLC
15 Verbena Avenue
Floral Park, NY 11101

October 28, 2025

Hon. Pierina Sanchez
New York City Council Member, 14th District
2065 Morris Avenue
Bronx, NY 10453

RE: Kingsbridge Armory Redevelopment (Block 3247, Lots 2 and 10)
Bronx, New York

Dear Councilmember Sanchez,

Thank you for your insightful comments and questions at the City Council's Subcommittee on Landmarks, Public Sitings and Dispositions public hearing on September 30, 2025. As you know, the Kingsbridge Armory Redevelopment would facilitate both the adaptive reuse of the Kingsbridge Armory with a new 17,000-person live event venue, community spaces, manufacturing spaces and commercial and entertainment uses and the development of a new mixed-use building with up to 500 affordable housing units. The Kingsbridge Armory Redevelopment proposal aligns with the *Together for Kingsbridge* community vision plan for the Armory and provides the City with a truly unique opportunity to transform a long-vacant landmark and major City asset into a catalyst for economic development in the local community, the Bronx and the City as a whole.

This letter is in response to your specific requests to expand the percentage of proposed 2-bedroom and 3-bedroom units and to confirm the financing program that will be sought. We share your goal to develop a 100% truly affordable housing project with the highest percentage of family sized units feasible. 8th Regiment Partners LLC commits to (a) work with HPD and other relevant City agencies and bring to them proposals that exceed the minimum percentage of family size bedrooms, up to 50% of the mix, and within term sheet parameters and (B) follow the ELLA option of HPD's currently effective New Construction Finance term sheet—or a comparable term sheet for low-income housing in effect at the time of closing—which the project currently proposes to comply with with a range of incomes from 30% to 80% AMI.¹ The final unit mix, AMI levels and project approvals will be determined through HPD's standard underwriting process and are subject to HPD's final approval.

¹ The New Construction Finance Term Sheet, ELLA Option currently allows for AMI to range from 20% AMI up to 120% AMI; however, the term sheet requires that the project have an overall weighted average of 50-60% AMI.

We look forward to making the Kingsbridge Armory Redevelopment a reality with your support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jorge Maturaga", with a stylized flourish at the end.

Jorge Maturaga
8th Regiment Partners LLC

cc: Ahmed Tigani, Acting Commissioner, HPD

October 29, 2025

Winston Peters
Interim President
Bronx Economic Development Corporation
851 Grand Concourse
Bronx, NY 10451

Re: Letter of Intent for Kingsbridge Small Business Support Fund

Dear President Peters,

New York City Economic Development Corporation (“NYCEDC”) is pleased to express its intent to partner with the Bronx Economic Development Corporation (“Bronx EDC”) and the Department of Small Business Services (“SBS”) to develop and implement a *Small Business Support Fund* dedicated to assisting businesses within the Kingsbridge and Jerome commercial corridor.

Subject to the availability and approval of funding, the City of New York and NYCEDC intends to allocate **\$2.35M over five years** to establish and administer program. The purpose of the Fund is to provide one-time relief to eligible small businesses within two catchment areas: (1) Kingsbridge Road from Sedgwick Avenue to Grand Concourse-including side streets from 190th to 198th, and (2) Jerome Avenue from E 165th Street to E 184th St, including adjacent east-west side streets on Mount Eden Avenue, Tremont Avenue, Burnside Avenue, and E 170th St. This fund will be available starting in the first quarter of 2027.

This Letter of Intent is also included in the Kingsbridge Redevelopment Points of Agreement which describes that, at a minimum, the Small Business Support Fund will be used for:

- I. **Capital improvements** (e.g., façade, signage, or building upgrades)
- II. **Green initiatives and sustainability measures** (e.g., energy efficiency retrofits, waste reduction)
- III. **Public Realm Improvements** (e.g., sidewalk planters, outdoor seating, lighting, security cameras)
- IV. **Other eligible expenses** deemed appropriate under program guidelines that advance business resilience and in compliance with City regulations.

Under this partnership, Bronx EDC would serve as the local program administrator, responsible for outreach, application management, and disbursement of awards in accordance with mutually agreed-upon guidelines. NYCEDC will provide oversight, funding administration, and technical support to ensure alignment with City objectives and applicable procurement and compliance requirements. The funding disbursed by NYCEDC to Bronx EDC will be inclusive of an administration fee to Bronx EDC to be determined upon execution of the formal agreement.



This Letter of Intent is intended solely to confirm NYCEDC's commitment to collaborate with Bronx EDC, the Department of Small Business Services, and Council Member Sanchez in finalizing eligibility criteria, the eligible uses of funds, funding parameters, and the application and selection materials by the fourth quarter of 2026. A formal agreement outlining roles, responsibilities, and disbursement procedures will be executed in the third quarter of 2026.

We look forward to continuing our strong partnership with Bronx EDC and to supporting the small businesses that are vital to the economic vitality of the Kingsbridge community.

Sincerely,

A handwritten signature in black ink, appearing to be "AK", written over a horizontal line.

Andrew Kimball
President and CEO
New York City Economic Development
Corporation

cc: Dynishal Gross, Commissioner of NYC Small Business Services (SBS)

Honorable Council Member Pierina Ana Sanchez

Exhibit 3 (DRAFT AS OF 10/20/2025)

(Additional Project Commitments: EIS)

*The following commitments are found in the Final Environmental Impact Statement (CEQR No. 25DME006X), dated **October 20, 2025**.*

This Exhibit is incorporated into and made a part of the Lease Agreement dated **[Insert Date]** (the “Lease”) by and between New York City Economic Development Corporation (“Landlord”) and 8th Regiment Partners LLC, a New York limited liability (“Tenant”) for the Premises located at Block 3247, Lot 10 and Lot 2 (the “Premises”).

In connection with the development and operation of the Premises, an Environmental Impact Statement (“EIS”) has been prepared pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and New York City Environmental Quality Review (“CEQR”). As a condition of approval of the project, certain mitigation measures and operational commitments (as set forth in further detail herein, “EIS Commitments”) have been imposed by the lead agency relating to the use, occupancy, and operation of the Premises by Tenant, its employees, agents, contractors, customers, and invitees. The parties agree as follows:

1. General Obligation to Comply

Tenant shall, at Tenant’s sole cost and expense, comply with all applicable EIS Commitments.

2. Specific Environmental Commitments**2.1) Transportation**

- a) Transportation Monitoring Program: At the time of commencement of operations of the event venue, the Tenant shall prepare and promptly conduct a comprehensive transportation monitoring program (“TMP”) for the event venue that would include a trip generation survey of event attendees to assess, at minimum, attendees’ mode of transportation to and from an event and a reassessment of post-opening weekday and Saturday evening event peak traffic and pedestrian conditions. This TMP shall also include a trip generation survey of non-event period usage of the flex space. In the unlikely circumstances that the travel demand characteristics for the flex space uses vary substantially from those assumed for the EIS’s non-event period analyses, a targeted reevaluation of associated conditions would be undertaken at that time. The Tenant also commits to conduct transportation monitoring efforts for event peak periods with regard to determining to the extent practicable the implementation and funding of

stairwell widening. The contents, methodologies and duration of the TMP shall be subject to approval by the New York City Department of Transportation (“NYCDOT”) and in coordination with New York City Transit (“NYCT”).

- b) Event Management Plan: Tenant will execute a comprehensive event-day transportation management plan to accommodate security and crowd management and address congested conditions resulting from peak weekday and Saturday evening event activities.
1. Potential measures include the use of traffic cones or other means to delineate traffic lanes, deployment of Traffic Enforcement Agents (“TEA”) to regulate traffic and pedestrian circulation, and temporary installation of Variable Message Signs (“VMS”) at critical decision points, subject to the approval of NYCDOT and the New York City Police Department (“NYPD”).
 2. Coordination with the NYPD will be undertaken to preliminarily plan out these event day strategies, which may be refined over time based on actual conditions upon the operation of the Project.
 3. In coordination with New York City Transit (“NYCT”), event day management strategies to address both line-haul and station impacts at the No. 4 Kingsbridge Road subway station during weekday evening and weekend peak hours will be considered in the event management plan. Potential strategies to improve station conditions may include providing staff at ground level and/or station mezzanines, where appropriate, to disperse pedestrian flow to stairways that are less used. Additionally, the Tenant shall coordinate with NYCT to identify feasible subway service improvement measure during peak event activity periods, such as deployment of additional trains during peak event periods subject to NYCT’s discretion (and capacity), and to explore potential opportunities to add service to other available public transportation modes.
 4. The Tenant shall identify off-site parking strategies to be included in the event-day management plan, based on the conclusion of the TMP.
 5. All costs associated with the implementation of the event management plan and any travel demand management (TDM) measures, except for those related to increased deployment of train or bus service, shall be provided by the Tenant.
 6. Tenant shall continue to work with NYCDOT, NYPD, and NYCT to adjust the event management plan and its implementation from time to time, as necessary.
- c) Mitigation Implementation: Tenant will continue to work with NYCDOT in the future to determine the feasibility of implementing mitigation measures. While those associated with signal timing adjustments could be implemented solely at NYCDOT’s discretion, Tenant will inform NYCDOT at least six months prior to

project completion, so that the proper review can be done at that time to inform decision on such changes. Others, such as a potential widening of the north sidewalk along East Kingsbridge Road between Creston Avenue and the Grand Concourse could be further evaluated to reassess feasibility.

- d) Loading Restrictions. No vehicle larger than an SU-30 truck shall be permitted to access the loading areas located along West 195th Street.
- e) Public Realm Improvements. In coordination with NYCDOT, the Tenant shall be responsible for costs associated with the design, construction and maintenance of such improvements and implement public realm improvements along sidewalk frontages bounding the project site, as shown in Chapter 1, Figure 1-5 of the FEIS.

2.2) **Hazardous Materials**

Tenant shall implement testing and remediation under an (E)-Designation (E-850) on the Premises.

- a) Prior to construction, Tenant shall submit to the New York City Mayor's Office of Environmental Remediation ("OER"), for review and approval, a supplementary Phase II Investigation protocol, including a description of methods and a site map with all sampling locations clearly and precisely represented.
- b) Tenant shall submit to OER a written report with findings and a summary of the data after completion of the testing phase and laboratory analysis for review and approval. If remediation is indicated from the test results, Tenant shall submit to OER a proposed Remedial Action Work Plan ("RAWP") for review and approval, complete such remediation in accordance with the approved RAWP, and provide proper documentation that remedial action has been satisfactorily completed.

2.3) **Noise**

a) **Impact Avoidance Measures: Armory Site (Block 3247, Lot 10)**

- i) Notification of Subtenants. The Tenant shall notify any prospective non-residential subtenant or lessee of space within the Armory, prior to the execution of any sublease, of the potential for clearly audible noise during events.
 - a. Such notification shall disclose the anticipated days of week, time of day, frequency and decibel levels to provide a reasonable representation of the operations of the event venue. Such disclosures shall be presented to be indicative of expected conditions and shall not indicate any restrictions on operations, frequency and timing of events.

- b. The Tenant shall direct all subtenants or lessees to resources that indicate the upcoming schedule of events, including published calendars, which shall indicate events with the use of amplified sound. If the details or schedule of such events deviate from the published calendar, the Tenant shall inform any subtenant or lessee of such change
 - c. The Tenant shall provide a primary point of contact who will be responsible for communication with all non-residential subtenants or lessees regarding the operation of event space, including any notification of anticipated events or remedying of grievances.
- b) Development Site Window-Wall Attenuation Measures. Tenant shall comply with the Minimum Required Attenuation at the Development Site per Table 16-12 of Chapter 16 'Noise' in the FEIS to the extent consistent with approvals from the Landmarks Preservation Commission.
- c) Offsite Noise Mitigation Measures. The Tenant shall inform the residential tenants along building facades highlighted in Chapter 16, Figure 16-2 of the FEIS of available mitigation measures. At the request of the impacted resident, the Tenant shall provide compensation for provision and installation of storm windows for façades that do not already have insulated glass windows and/or one window air conditioning unit per living room or bedroom on impacted façades of residences that do not already have alternative means of ventilation.

2.4) **Air Quality**

a) Impact Avoidance Measures: Armory Site (Block 3247, Lot 10)

- i) Any , tenant, or subtenant or successor in interest to such tenant or subtenant that requires an industrial air permit ("the Air Permit Applicant") will not apply for or accept an industrial air permit until they have demonstrated through an air quality study that the proposed industrial use's maximum allowable emissions would not violate the AGC, SGC, or NAAQS and will not have significant adverse air quality impacts. The Air Permit Applicant will calculate cumulative emissions impacts from all existing and proposed industrial processes within Kingsbridge Armory that require industrial air permits. At the time of applying for an industrial air permit, the Air Permit Applicant will submit a professional certification by a Professional Engineer certifying to DEP that the above conditions have been satisfied. For any new use that requires an industrial air permit, the process outlined above shall be

required. Note, however, that the above requirements will be deemed to have been satisfied if the cumulative proposed emissions, including the proposed emissions source, do not exceed the limits in Table E-3 of Appendix E of the FEIS for the two air toxics listed or the maximum modeled emissions for the remainder of the air toxics shown in Table 14-5 as certified to DEP by a Professional Engineer. If the proposed industrial emissions would exceed emissions in Table 14-5 (other than those stated in Table E-3) or include an air toxic not listed in Table 14-5, an air quality study must be conducted as outlined above. The Tenant shall require the same restrictions on all occupants proposing an industrial process by including this condition in all subleases, licenses, or other authorizations. These restrictions will run the duration of the lease.

- ii) Exhausts used for venting of pollutant emissions associated with industrial uses shall be located on the roof of the Armory at a distance of approximately 157 feet from the nearest receptor of the proposed residential building on the National Guard Site. Maximum emissions from venting of industrial uses shall also not exceed the thresholds identified in Table E-3 of Appendix E.
- iii) Any heating and hot water systems installed in the Armory as part of the renovations for the adaptive reuse, including community facility, commercial, and industrial uses, shall be only electrically powered Fossil fuel-fired emergency generators installed for the building shall not be enrolled in a demand response program.

b) Impact Avoidance Measures: National Guard Site (Block 3247, Lot 2)

- i) Any residential and/or commercial development shall utilize only electrically powered heating and hot water systems.

2.5) Construction

- a) Community Construction Liaison. The Tenant will identify a Community Construction Liaison Officer ("CLO") who will be available from pre-construction to completion of construction at the Premises to serve as the point of contact for the community and local leader. The CLO will make him or herself available to address concerns or problems that may arise during the construction period. The CLO shall also ensure that corrective action is taken in a timely fashion if any environmental issues, including noise, air quality, or traffic impacts created by construction at the Premises arise.. In addition, the CLO shall keep the community regularly informed during the construction period. Additional duties of the CLO described in Chapter 19 of the FEIS shall be complied with by the CLO.
- b) Construction Noise Mitigation. The Tenant shall inform the occupants of adjacent buildings identified in Chapter 19, Figure 19-4, of the FEIS of available mitigation measures. At the occupants request, the Tenant shall offer compensation for provision and installation of storm windows for façades that do not already have

insulated glass windows and/or one window air conditioning unit per classroom on impacted façades that do not already have alternative means of ventilation.

- c) Although the Proposed Project is not subject to Local Law 77 of 2003, it is committed to implementing best available control technology (BAT) as proscribed by Local Law 77 to further reduce air pollutant emissions during construction. Diesel-powered non-road construction equipment with a power rating of 50 hp or greater used in construction of the Proposed Project would meet the Tier 4 emissions standard to the extent practicable.

DRAFT

COOPERATION AGREEMENT

This **Cooperation Agreement** (the “**Cooperation Agreement**” or “**Agreement**”) is made and entered into as of this 29th day of October 2025, by and between each of the organizations that is a signatory hereto (each, a “**Coalition Organization**” and collectively, the “**Coalition Organizations**”) and 8th Regiment Partners LLC (the “**Developer**”). The Developer and each Coalition Organization are the parties to this Cooperation Agreement, and each is referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. In accordance with the *Together for Kingsbridge Vision Plan*, Developer has proposed to build a mixed-use redevelopment of the Kingsbridge Armory (the “**Armory**”, as defined below) in the Kingsbridge Heights neighborhood of Bronx Community District 7, on an approximately 6.8-acre site (two City-owned tax lots, Bronx Block 3247, Lots 2 and 10) (the “**Development Site**” or “**Site**”). The Site is bounded by West 195th Street to the north, Jerome Avenue to the east, West Kingsbridge Road to the south, and Reservoir Avenue to the west.
- B. The Site will be developed in two phases pursuant to Developer's Public Development Agreement ("PDA") with the NYC Economic Development Corporation ("NYCEDC"); Developer will enter into a ground lease with the City of New York (the "City") to be administered by NYCEDC to develop the Armory in Phase 1 (further defined below) and will assign its rights and obligations to an affiliated entity (as the beneficial owner) and a Housing Development Fund Corporation (as the nominal owner) so that such entities may enter into a second ground lease with the City to be administered by NYCEDC to develop the affordable housing in Phase 2 (further defined below).
- C. The Coalition Organizations have worked for decades to ensure that the redevelopment of the Kingsbridge Armory delivers meaningful, long-term benefits for Northwest Bronx residents, and models a more community-centered approach to large urban development.
- D. The Coalition Organizations have advocated that the Project (as defined below) include community benefits that advance social and economic well-being, including, without limitation, permanent deeply affordable housing, local procurement, job opportunities for Bronx residents, union jobs, community space, public access to the Armory, youth programming, arts and culture initiatives, and opportunities for local small businesses.
- E. The Coalition Organizations recognize that the Project as proposed includes community benefits, including affordable housing, significant community space, affordable light manufacturing space, and over an acre of publicly accessible open space.
- F. Beyond its commitments in this Agreement, the Developer has also entered into an agreement with the Northwest Bronx Community and Clergy Coalition ("NWBCCC") to reserve up to one hundred and twenty-five thousand (125,000) square feet—comprising over twenty percent (20%) of the overall Site footprint—for community serving uses,

including a twenty-five thousand (25,000) square foot community hub that will provide space for community organizing, workforce development, entrepreneurship and worker cooperative business development, and up to one hundred thousand (100,000) square feet for affordable light manufacturing, aimed at accommodating Bronx-based businesses that have been displaced from the borough.

- G. In the agreement with NWBCCC, the Developer has also committed to creating a community ownership fund funded through one percent (1%) of annual project revenue which will support long-term investments in local initiatives aimed at wealth-building and community ownership. The fund will be governed by the Community Council and coordinated by NWBCCC.
- H. The Developer wishes to develop the Project efficiently and practicably and has requested the Coalition Organizations support the development of the Project as provided herein. The Coalition Organizations have deep roots in the community and are therefore key partners in a practical Project that is also responsive to community strengths and needs.
- I. The Parties agree that the Project should contribute to neighborhood vitality, reflect the community's diverse character, provide for permanent deeply affordable housing, and otherwise advance the goals of the *Together for Kingsbridge Vision Plan*.
- J. The Parties further agree that it is in their mutual interests to resolve concerns through cooperation and settlement, rather than litigation.
- K. The Developer has committed to ensuring that the redevelopment of the Site is consistent in all material respects with the Community Benefits Program attached hereto as **Exhibit A** (the "Community Benefits Program Phase 1") and as **Exhibit B** (the "Community Benefits Program Phase 2") and shall comply with all terms of the Community Benefits Program, which are incorporated as material terms of this Agreement.
- L. The Parties intend that the Parties undertake the Community Benefits Program and that any disputes with regard to compliance therewith be resolved according to the terms set forth in this Agreement.

DEFINITIONS

As used in this Cooperation Agreement, the following capitalized terms shall have the meanings set forth below. All definitions include both the singular and plural form.

"Agency" or **"NYCEDC"** shall mean the New York City Economic Development Corporation.

"Annual Report" shall mean a written report available to the general public (e.g., a website) in accordance with the Developer's obligation in Section 1.

“Armory” shall mean the existing historic Armory building located on Bronx Block 3247, Lot 2, known as the Kingsbridge Armory, 1 West Kingsbridge Road in the Northwest Bronx.

“City” shall mean the City of New York in the State of New York.

“Coalition Organization(s)” shall mean the organizations, other than the Developer, that are Parties to this Agreement.

“Coalition Organizations Excluded Matters” shall mean (a) any right of a Coalition Organization to enforce this Cooperation Agreement in accordance with Section 4 or Section 5 of this Agreement, including any right to challenge future changes to the Project that substantially and materially deviate from the requirements of the Community Benefits Program, (b) any right of a Coalition Organization to enforce or otherwise bring legal action with respect to any other or future agreements between the Coalition Organizations and Developer, any of its affiliates or successors-in-interest; (c) any right to challenge material deviations by Developer or the Agency from the conditions of Project Approvals, provided that nothing herein shall be construed to confer third party beneficiary status or a right of enforcement upon the Coalition Organizations (or any Coalition Organization, its members or representatives) with respect to the Project Approvals; and (d) any right to challenge violations of applicable law or Project Approvals by Developer, its Tenants or Contractors with respect to the development and construction of the Project or its operations.

“Coalition Organizations Released Matters” shall mean any and all suits, petitions, claims, causes of action, actions seeking any writ of mandamus or prohibition or other writs, whether in law or in equity, for: indemnity, contribution, enforcement or any statutory duty or legal mandate or prohibition, debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, costs, or expenses, of any nature whatsoever, whether known or unknown, fixed or contingent, which the Coalition Organizations have, may have, or may assert against Developer based upon or relating to the Project.

“Coalition Organizations’ Representative” shall mean one or more authorized representative(s) of the Coalition Organizations, duly authorized, and obligated to perform the tasks required of the Coalition Organizations’ Representative, as set forth in Section 2.

“Community Benefits Program” shall have the meaning set forth in the Recitals.

“Community Council” shall mean the body referenced in Article XII (Community Oversight and Accountability) of the Community Benefits Program whose core responsibilities and membership are also defined therein.

“Cooperation Agreement” or **“Agreement”** shall mean this Cooperation Agreement, including the Community Benefits Program and other exhibits hereto, all of which are incorporated by reference and made a part hereof.

“Developer” shall mean 8th Regiment Partners LLC, as set forth in the preamble, and shall include its successors and assigns in accordance with the terms of this Cooperation Agreement.

“Development Site” or **“Site”** shall have the meaning set forth in the Recitals.

“Employer(s)” shall mean any person, corporation, venture, partnership or other entity with twenty (20) or more Full-Time employees that regularly conducts any portion of its operations at the Project site pursuant to a lease, sublease, management agreement or other contract, provided, however, that the threshold for the number of employees that defines an “Employer” may be increased upon mutual agreement by Developer and the Community Council. Employers include, but are not limited to, Developer, lessees, sub-lessees and contractors. For purposes of this definition, “contractors” shall be limited solely to entities with contracts to provide staffing for an Employer's regular operations on-site, and shall not apply to any other contracts for labor or services, or to any temporary staffing provided as coverage for any leave of absence by an Employer's employee (such as family leave or medical leave).

“Notifying Party” shall mean one of the Parties of this Agreement who sends notice in accordance with the notice, meet-and-confer provisions of Section 3 of this Agreement.

“Party” shall have the meaning set forth in the preamble.

“Phase 1” shall mean the portion of the Project (as defined below) which includes the restoration and adaptive reuse of the Armory located on Bronx Block 3247, Lot 2.

“Phase 2” shall mean the portion of the Project (as defined below) which includes the construction of a new mixed use development with affordable housing on Bronx Block 3247, Lot 10.

“Project” shall mean the proposed restoration and adaptive reuse of the Armory, which will include up to 660,000 square feet of commercial and/or community facility space and up to 100,000 square feet of light manufacturing space; construction of a new building with up to 500 units of permanently affordable housing with up to 20,000 square feet of local retail; up to 328 parking spaces; and 1.5 acres of publicly accessible plaza/open space.

“Project Approvals” shall mean any and all actions relating to the Project, including all approvals, consents, authorizations, filings and other actions relating to the Project, whether discretionary or ministerial, that, in order for the Project to be built and become fully operational, are required to be taken by any governmental agency, including the City and all City departments, boards, commissions and agencies (including the Agency) and any other federal, state, or local governmental department, agency, or entity. Such actions include, without limitation, (1) the New York City ULURP approval, (2) environmental reviews pursuant to the National Environmental Policy Act, New York State Environmental Quality Review, and City Environmental Quality Review, and mitigation monitoring plans, as required; (3) approval of the proposed disposition by the Agency to the Developer pursuant to City Charter Section 384(b)(4); (4) building permits, foundation permits, structural permits, mechanical, electrical and plumbing permits and other permits necessary for the construction of the Project or use of the Property; (5) site plan review approvals, conditional use permits, street vacations, revocable permits to occupy, variances, general plan amendments, zone changes, and other permits, actions, approvals

and determinations the terms of which may not be fully known at this time and related subordinate approvals; (6) any other past, present or future permit, approval, action or determination of a public agency required to be taken in order for the Project to be financed, built and become fully operational; (7) any amendments, supplements, rescissions, terminations, extensions, public agency legislative approvals, public agency resolutions, public agency administrative approvals, or judicial approvals pertaining to any of the foregoing; and (8) any financing, including tax credits, from any governmental agency. Project Approvals shall also include any and all financing necessary to develop and construct the Project.

“Project Contract (Phase 1)” shall mean the ground lease for the Phase 1 portion of the Site between the Developer and NYCEDC as referenced in Section 1 of this Agreement.

“Project Contract (Phase 2)” shall mean the ground lease for the Phase 2 portion of the Site between the Developer and NYCEDC as referenced in Section 1 of this Agreement.

“Proposal” shall mean the proposal the Developer and NYCEDC submitted to the NYC Department of City Planning for the Kingsbridge Armory Redevelopment dated May 16, 2025 under Land Use Application Nos. N250296ZRX, C250293PPX, C250294ZMX, C250295ZSX and C250292ZSX.

“Recipient Party” shall mean one of the Parties of this Agreement who receives notice in accordance with the notice, meet-and-confer provisions of Section 3 of this Agreement.

“ULURP” shall mean the Uniform Land Use Review Procedure.

“Together for Kingsbridge Vision Plan” shall mean the *Together for Kingsbridge Vision Plan*, a document published by NYCEDC in August 2023 following a nine-month community engagement process through which over 4000 Bronx residents, students, workers and business owners provided input on the Armory redevelopment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein and other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. Commitments and Obligations of Developer.

(a) Developer as Lessee.

- i. Developer Status as Lessee. The Developer represents and warrants that it shall be the lessee of the City (administered by the Agency) under two separate contracts for ground lease for Phase 1 and Phase 2 of the Site (the **“Project Contract(s)”**);
- ii. Developer Lessee-related Notifications. Developer shall within three (3) business days notify the Coalition Organizations Representative
 - I. (i) upon the time each Project Contract is in full force and effect and the Developer is ground lessee of the Site,

- II. (ii) if such Project Contract is terminated by any party thereto or Developer permanently abandons efforts to pursue its obligations under the Project Contract, or
 - III. (iii) Such Project Contract expires in accordance with its terms and Developer does not intend to pursue a new Project Contract, or
 - IV. (iv) if the Developer assigns its rights or obligations under the Project Contract, in whole or in part, to any other party.
- (b) Commitment to the Community Benefits Program. The Developer shall carry out its commitments and obligations under the Community Benefits Program for Phase 1 (attached as **Exhibit A**) and/or the Community Benefits Program for Phase 2 (attached as **Exhibit B**), commencing at such time as a building permit for the construction of any component of the Project is issued and acted upon, or such other time as indicated in the Community Benefits Program.
- (c) Developer's Imposition of Responsibilities on Other Parties. Where this Cooperation Agreement requires the Developer to impose responsibilities on another party, including each and every Employer, Developer shall ensure that any relevant agreements (including but not limited to contracts or leases): (i) impose such responsibilities on the other party; and (ii) require such party to impose such responsibilities on subcontractors or other parties involved in the Project through the agreement in question. If such a party fails to comply with such commitment or obligation, the Developer shall enforce that commitment or obligation against the other party.
- (d) Duty to Expeditiously Seek Project Approvals Aligned with Developer's Commitment. The Developer shall pursue the Project Approvals to obtain the same as expeditiously as possible. In applying for the Project Approvals, Developer shall not seek any provision, condition or restriction to be included within such Project Approvals that, in any material respect, contravenes, conflicts with, or prevents Developer's performance of its commitments and obligations as set forth herein and in the Community Benefits Program.
- (e) Construction Commencement. If and when the Project Approvals are in full force and effect, the Developer shall commence construction of the Project as soon as is commercially reasonable, in the sole judgment of the Developer.
- (f) Copies of Agency-approved Applications, Studies, assessments. The Developer shall deliver to the Coalition Organizations all land use applications, traffic studies, and environmental impact assessments concerning the proposed development of the Project promptly upon their approval by the Agency or the City, as applicable.
- (g) Reporting.
- i. On a quarterly basis, beginning with the first full quarter subsequent to execution of the Phase 1 ground lease, the Developer shall notify the Community Council, verbally and in writing, of the progress of its efforts to implement the Community Benefits Program, comparing the current quarter with the previous quarter (if applicable), and year-to-date efforts with the year prior (if applicable).

- ii. If such a report requires information from the Employers, the Developer shall be responsible for compiling such information. The Developer shall retain records of these reports for at least seven (7) years and the Community Council may, upon reasonable request, review such records during the retention period to ensure ongoing compliance. Such records may be redacted to protect personal and confidential information.
- iii. The Developer shall annually make a written report available to the general public (e.g., a website) (the “**Annual Report**”), together with an audiovisual presentation planned in collaboration with the Community Council, to promote public understanding. The findings of each Annual Report will be presented during an annual neighborhood presentation open to the Coalition Organizations and members of the general public, at the time and date determined and hosted by the Community Council and the Developer at a suitable location in the Armory.
- iv. The Developer shall pay for the cost of preparing and producing such quarterly and annual reports, including staffing a person to monitor updates related to achieving goals under the Community Benefits Program.

2. Commitments and Obligations of the Coalition Organizations.

(a) Coalition Organizations’ Representative(s).

- (i) **Electing and Removing Coalition Organizations Representative(s).** The Coalition Organizations shall, as soon as reasonably practicable but no later than June 30, 2026, identify Coalition Organizations authorized representatives through the process described in this provision. (each, a “**Coalition Organization Representative**”). The Coalition Organizations may establish an internal process for which they:
 - i. shall elect at least three (3) Coalition Organizations Representatives to act on behalf of the Coalition Organizations in carrying out the Coalition Organizations’ affirmative commitments and obligations under this Cooperation Agreement,
 - ii. may remove any Coalition Organizations Representative at any time for cause or without cause, and/or
 - iii. may fill any vacancies arising at any time and from any cause.
- (ii) **Coalition Organizations Representative General Authority.** Coalition Organizations’ Representatives will act as coordinators and delegates on behalf of the Coalition Organizations with respect to this Cooperation Agreement. The Coalition Organizations Representative shall use reasonable efforts to facilitate the effective and efficient implementation of this Cooperation Agreement, but shall have no authority to contractually bind or commence enforcement action under Section 4 of this Cooperation Agreement on behalf of any Coalition Organization and shall not, in its capacity as Coalition Organizations Representative, be responsible for or have any liability for the action or inaction of any Coalition Organization.

- (iii) Coalition Organizations Representative Resignation. Any Coalition Organizations Representative may resign from office at any time. Such resignation must be made in writing and will take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Coalition Organizations. The acceptance of a resignation by the Coalition Organizations will not be necessary to make it effective.
- (b) Coalition Organizations Agreement to Support. The Coalition Organizations shall:
- (i) support the Project Approvals, in any administrative proceeding, judicial forum, or otherwise;
 - (ii) support Developer's applications or requests for the Project Approvals, to the extent the same are consistent with this Agreement. For the avoidance of doubt, and without limiting the application of any other provision of this Agreement to Coalition Organizations, the provisions of this Section 2(b) shall apply to each Coalition Organization, and to its members, officers and representatives acting in an official capacity on behalf of such Coalition Organization. For the further avoidance of doubt, the Coalition Organizations, any Coalition Organization or any individual associated with any such Coalition Organization may comment on, oppose and/or object to details of the proposed Project Approvals when under consideration before the relevant agency or agencies for approval or amendment, to the extent the same include provisions that are inconsistent with this Agreement or relate to details not addressed in this Agreement. If a Coalition Organization intends to comment on, oppose or object to any such provision or detail, it shall endeavor, to the extent practicable under the circumstances, to provide Developer with written notice of its comments, opposition or objections and an opportunity to address the same before making such comments, opposition or objections to the relevant agency or agencies, whether in a public meeting, hearing or other official forum, or otherwise; and
 - (iii) not administratively challenge or contest the Project or the Project Approvals, except with respect to Coalition Organizations Excluded Matters. The provisions of this Section 2(b) are effective, with regard to each component of the Project, from the Effective Date until the termination of the Coalition Organizations' obligation described in Section 2(e), unless the Developer has breached any of the terms set forth in this Cooperation Agreement or the Community Benefits Program.
- (c) Coalition Organizations Joint Press Release or Statement. The Coalition Organizations, if requested by Developer, shall prepare a joint press release or statement announcing Developer's commitment to the Community Benefits Program and the Coalition Organizations' support of the Project. Coalition Organizations may prepare and issue additional statements so long as such statements are consistent with this Agreement.
- (d) Coalition Organizations Representative Testimony at Meetings or Hearings with Agency or Elected Officials. The Developer may designate meetings or hearings with agency or elected officials at which the Coalition Organizations Representative or an alternate designated by the Coalition Organizations Representative will provide testimony in

support of the Project. The Developer shall endeavor to give forty-eight (48) hours advance written notice to the Coalition Organizations Representative of all such meetings at which the Coalition Organizations Representative will be requested to be present. In the event that the Developer is unable to provide at least forty-eight (48) hours' prior notice of such a meeting, the Coalition Organizations Representative shall nonetheless make a reasonable effort to appear or arrange an alternate. Only the Coalition Organizations Representative, or an alternate designated by the Coalition Organizations Representative, is authorized to speak on behalf of the Coalition Organizations at any such meeting. If a Coalition Organizations Representative is unable to appear, the Developer may submit for the record the Coalition Organizations' statement of support referred to in Section 2(c).

- (e) Termination of Coalition Organizations' Commitments and Obligations. The Coalition Organizations' commitments and obligations under this Section 2 shall terminate with regard to either Phase 1 or Phase 2 of the Project at such time as a final certificate of occupancy is issued for the entirety of such phase.
- (f) Coalition Organizations Limits on Obligations and Liability.
 - (i) Coalition Organizations shall not be liable for any acts or omissions by any member of the community, except to the extent such community member is acting in the capacity of a Coalition Organization member.
 - (ii) The obligations of the Coalition Organizations under this Cooperation Agreement are several and not joint, and no Coalition Organization shall be liable for any action or omission of action on the part of any other Coalition Organization or any member or purported member of any Coalition Organization.
- (g) Project Plan Substantial Deviation. The commitments and obligations of the Coalition Organizations set forth in this Section 2 to support the Project and Project Approvals as well as the Coalition Organizations' covenant not to bring administrative action set forth in Section 2, shall not apply if the Project plans substantially and materially deviate from plans set forth in the Proposal, except where such substantial deviation is explicitly envisioned in this Cooperation Agreement or otherwise approved in writing by the Coalition Organizations in their sole discretion.
- (h) Coalition Organization Action. Obligations of a Coalition Organization will be obligations only of the Coalition Organization itself as distinct from its associated organizations, or any natural persons. Actions of a Coalition Organization include only those actions taken by staff members or Directors of the Board of the Coalition Organization when those persons are authorized to act on behalf of the Coalition Organization by the Board of Directors.
- (i) Coalition Organizations Excluded Matters Preserved. Notwithstanding any provision of this Cooperation Agreement to the contrary, the commitments and obligations under this Section 2 shall not limit any action taken by the Coalition Organizations with respect to the Coalition Organizations Excluded Matters.

- (j) Coalition Organizations Released Matters. The Coalition Organizations hereby waive, release and forever discharge Developer from any and all claims the Coalition Organizations have or may have arising from or related to the Coalition Organizations Released Matters except for the Coalition Organizations Excluded Matters, which the Coalition Organizations, do not release, waive, settle or discharge.

3. Cooperation, Dialogue, and Collective Responsibility.

- (a) Purpose and Initiation. To promote cooperation, dialogue, and collective responsibility, Parties shall follow the following process prior to declaring a breach and taking enforcement action pursuant to Section 4:
- (b) Notice of Alleged Breach.
- (i) Coalition Organization(s)' Notice. If the Community Council believes that Developer is in breach of this Cooperation Agreement, or communication related to any action plan is needed pursuant to the Community Benefits Program, as described in Sections 4(e) and 6(a), or corrective action is needed pursuant to the Community Benefits Program, as described in Sections 4(h) and 6(b), or whenever the Community Benefits Program does not otherwise specify but there is a need for communication among the Parties to promote cooperation, dialogue, and collective responsibility to comply with the Community Benefits Program, then the Community Council may send written notice to the Coalition Organizations' Representative and Developer containing the reason for such notice and a request to meet-and-confer in good faith to resolve the issue in accordance with Section 3(c).
- (ii) Developer's Notice. If Developer believes that a Coalition Organization(s) is in breach of this Cooperation Agreement, it shall provide the Coalition Organization(s) with written notice of the alleged breach and shall request the opportunity to meet and request a meet-and-confer in good faith to resolve the issue in accordance with Section 3(c).
- (c) Meet and Confer.
- (i) Meet and Confer within 10 Days of Receipt of Notice. Within ten (10) days following the receipt of such notice described in Section 3(b)(i) or 3(b)(ii), a representative of the Developer and the Coalition Organizations Representative shall meet and confer in an effort to resolve the dispute. The Community Council may also request in the notice if the presence of any relevant Employer(s) would be productive to such a meet-and-confer, at which point Developer may invite such Employer(s) to attend in order to promote cooperation, dialogue, and collective responsibility.
- (ii) Conditions Justifying Transitioning to Mediation. The Parties may proceed to mediation in accordance with Section 3(d), in the event that:
1. the Recipient Party declines to meet and confer with the Notifying Party, or invite any requested parties, as provided in Section 3(c)(i) and has failed to commence a cure within twenty (20) days following expiration of the ten (10) day period within which such meeting was to occur; or

2. the Parties fail to resolve the dispute at the first meeting, and
 - a. the dispute remains unresolved following a second meeting held within ten (10) days after the first meeting is held; or
 - b. the Recipient Party declines to meet and confer with the Notifying Party at a second meeting, or invite any requested parties; or
 - c. the Recipient Party has failed to commence a cure within twenty (20) days after the first meeting is held or does not thereafter diligently and continuously proceed to complete such cure.
- (d) Mediation. The Parties shall attempt to resolve any alleged default via mediation after an attempt to resolve the dispute via section 3(c) fails. The Parties agree to the use of the Bronx-based Institute for Mediation and Conflict Resolution, a similar community mediation center, or another mutually agreed upon mediator to assist in mediation regarding an alleged default. The Parties commit to seeking out a pro bono mediator for this purpose. If such a mediator is not available within a reasonable timeframe, the Parties shall equally share mediation costs.

4. Enforcement.

- (a) Binding Arbitration.
 - (i) Conditions for Initiating Binding Arbitration. A Party desiring to arbitrate may only enforce the Cooperation Agreement through this Section 4 if the Parties failed to resolve the dispute pursuant to Section 3 of this Agreement. The initiating Party shall give notice to that effect to the other Part(ies), and a single arbitrator shall be appointed in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “JAMS Rules”) to conduct arbitration within the City of New York. If the Parties cannot agree to a single arbitrator then Developer shall appoint one (1) arbitrator and the participating Coalition Organizations shall appoint one (1) arbitrator, and, thereafter, both arbitrators shall select a third arbitrator.
 - (ii) Notice to all Coalition Organizations of Binding Arbitration. If fewer than all Coalition Organizations seek to arbitrate a dispute, an advance draft of such notice shall be provided to all other Coalition Organizations at least five (5) business days prior to issuance. Within two (2) business days after the notice is delivered, or as soon as the arbitrator is available to meet, Developer and the Coalition Organizations’ Representative (or other Coalition Organizations involved in such dispute) shall meet with the arbitrator, who shall attempt to mediate a resolution to the dispute acceptable to the parties. Within two (2) business days after either Party or the arbitrator certifies impasse in writing, the dispute shall be determined by the arbitrator in accordance with the then effective JAMS Rules.
 - (iii) Authority of the Arbitrator. The arbitrator shall only have the power to interpret the terms of this Agreement and award equitable relief such as injunctive relief to compel a Party to abide by its obligations under this Agreement and specific performance of a Party’s obligations under this

Agreement, and, except as provided in the monetary damages Section 4(b) and Section 10 of this Agreement, shall not have authority to award any monetary, consequential, special or punitive damages or relief. For avoidance of doubt, an order to pay a sum explicitly set forth within the Community Benefits Program is a permissible remedy for specific performance and not considered “damages.” Copies of the arbitrator’s decision shall be sent to the Parties and shall be binding on both Parties, and may be admitted in any court of competent jurisdiction, or governmental or regulatory proceeding or hearing to give effect thereto. The arbitrator shall have no power to vary or modify any of the provisions of this Agreement, and their powers and jurisdiction are hereby limited accordingly.

(iv) Notice to Coalition Organizations and Binding Nature of Arbitrator’s Determination. Each Coalition Organization shall, by reason of advance notice of an arbitration proceeding provided under Section 4(a)(ii), have an opportunity to participate in any arbitration proceeding brought hereunder, may choose to have its interests represented in such arbitration by the group of other Coalition Organizations which seeks arbitration, or may choose not to participate in such arbitration. Regardless of such Coalition Organization’s election, the arbitrator’s decision shall be a final determination with respect to all matters or issues decided therein, and no Coalition Organization, whether or not such Coalition Organization has chosen to participate in the subject arbitration, may thereafter seek binding arbitration under this Section 4(a) with respect to the matters or issues decided in the arbitrator’s decision, or matters or issues substantially identical thereto.

(v) Recovery of costs.

1. Recovery of costs for frivolous claims. In the event that the arbitrator determines, upon the request of the prevailing party(ies) in an arbitration, that such arbitration was commenced in bad faith or was frivolous, the prevailing party(ies) may make application to the arbitrator for the recovery of its reasonable costs of arbitration (including legal fees) from the non-prevailing party(ies). The determination of the arbitrator regarding the reasonableness of such costs shall be binding on both the prevailing and non-prevailing parties and enforceable in a court of competent jurisdiction.
2. Recovery of costs when the Coalition Organization(s) prevail. In the event that the Coalition Organization(s) prevail in their claims against the Developer, the arbitrator shall award to the prevailing Coalition Organization(s) the recovery of its reasonable costs of arbitration (including legal fees) and any other costs associated with enforcing the Cooperation Agreement or the Community Benefits Program, including the processes described in Section 3.

(b) Monetary Damages and Limits on Monetary Damages.

- (i) Liquidated Damages for Failure to Meet Local Hiring Goals. If an arbitrator has determined that any Employer in the Armory failed, in the preceding

calendar year, to meet the "best efforts" standard for the Local Hiring Goals in the Community Benefits Program due to failure to follow the process for local hiring outlined in the Community Benefits Program, including the First Source Hiring Policy (Appendix 1), then as the sole and exclusive remedy thereof, the Developer shall pay to the Community Benefit Fund liquidated damages:

1. During Construction. An amount equal to \$10,000 per job that such Employer fell short of in meeting the specified hiring goal, described in Section 7(b)(ii)(1)(a) of the Community Benefits Program, for that year.
 2. During Operations. An amount equal to \$10,000 per job that such Employer fell short of in meeting either the Bronx-based residents hiring goal, described in Section 7(b)(ii)(2)(b) of the Community Benefits Program, or the community board specific hiring goal, described in Section 7(b)(ii)(2)(a) of the Community Benefits Program, for that year. For the avoidance of doubt, the maximum amount shall be \$10,000 per job, even if Employer fell short of both hiring goals with regard to such job.
 3. Cap on Liquidated Damages. Such liquidated damages shall be capped at \$300,000 per Employer per year.
- (ii) Monetary Damages for Failure to Comply with Certain Obligations. If an arbitrator has already determined in the first instance of arbitration that the Developer has breached this Agreement and has ordered specific performance, injunctive relief, or other equitable relief, and Developer fails to comply with such determination and relief within a reasonable period, the Coalition Organizations shall make an application to the arbitrator for a monetary calculation of the damages caused by the Developer's breach and failure to comply with the earlier determination and relief to be awarded as monetary damages. In this instance, the limitations on monetary damages set in Section 4(b)(iii) shall not apply and the Parties may still apply for the recovery of costs as described in Section 4(a)(v).
- (iii) Limits on Monetary Damages. Except as described in Section 4(a)(v) on Recovery of Costs, this Section 4(b) on monetary damages and Section 10 on the binding nature of the agreement, the Parties agree that money damages would usually be an inadequate remedy for any breach (or threatened breach) of this Cooperation Agreement and extremely difficult to determine. Subject to the requirements of Section 3 regarding meet and confer and opportunity to cure, each Party may pursue any remedy at law or equity available for the breach of any provision of this Agreement, including, but not limited to, temporary or permanent injunctive relief, specific performance and restraining orders. An order to pay a sum explicitly set forth within the Community Benefits Program does not constitute an order of monetary damages, and is an available remedy under this Agreement.

- (c) Limitations on Enforcement. No Party may seek to enforce this Cooperation Agreement except pursuant to the provisions of this Section 4. Nothing in this Agreement or the exhibits thereto shall be construed to create any third-party right for the Coalition Organizations to enforce any obligations pursuant to this agreement against Employers.

5. Third Parties.

This Agreement is intended solely for the benefit of, and may be enforced in accordance with Section 4 of this Agreement, only by the Coalition Organizations, the Developer, and the Developer's permitted successors and assigns (together, the "Enforcing Parties") and may be enforced in accordance with Section 4 of this Agreement, unless otherwise specified in this Agreement or permitted under law. No other person or entity shall have any rights or remedies under this Agreement, whether as a third-party beneficiary or otherwise. Without limiting the foregoing, nothing herein shall give an enforceable interest or right to:

- (a) individuals who are members or officers of a Coalition Organization when acting in their individual capacity; or
- (b) organizations other than those which comprise the Coalition Organizations.

6. Termination.

- (a) Minimum Duration. This Cooperation Agreement shall terminate no earlier than forty-nine (49) years from the effective date of that certain ground lease, or similar agreement, for Phase 1 and or Phase 2 to be given from the City to the Developer; should either such lease be extended one or more times, this Cooperation Agreement shall similarly be extended for the same term (the "**Termination Date**").
- (b) By Developer. This Cooperation Agreement may be terminated by Developer, upon written notice to the Coalition Organizations, only after (i) the Developer has formally withdrawn its application (ii) the City or Agency has confirmed in writing the termination of negotiations with the Developer with respect to the Project, and (iii) the Developer has provided the Coalition Organizations with a copy of such confirmation. The Developer cannot otherwise terminate this Agreement once the Developer and the City have executed the applicable ground lease for either Phase 1 or Phase 2 of the Project.
- (c) Five Year Ban. If the Developer terminates this Cooperation Agreement pursuant to Section 6(b), the Developer covenants that it shall not, directly or indirectly, resubmit an application to perform development activities at the Kingsbridge Armory site, or negotiate with the City or Agency with respect to such development activities, for a five-year period, unless Developer agrees to negotiate in good faith a new community benefits agreement, containing substantially similar terms as this Agreement, adjusted to be relative and proportional to such development activities. This covenant shall survive termination of this

Cooperation Agreement and shall be enforceable by the Coalition Organizations through injunctive relief by a court of competent jurisdiction.

- (d) By the Coalition Organizations. This Cooperation Agreement may be terminated by the Coalition Organizations, upon written notice to Developer, at any time following Developer's inability to (i) obtain approval through the City's ULURP of the Proposal or (ii) complete the Project for reasons beyond Developer's control.
- (e) By Non-Parties. This Cooperation Agreement shall not terminate, nor shall any commitment or obligation of any Party set forth herein be suspended, in the event that any action or claim is commenced, whether by filing an action or claim or by way of defense, by any person or entity not a Party to this Cooperation Agreement challenging the Project, the Project Approvals, or otherwise seeking to enjoin or invalidate the construction or financing of the Project.
- (f) Written Confirmation. In the event of a termination of the Cooperation Agreement pursuant to this Section 6, the Developer or the Coalition Organizations shall be entitled to confirm in writing the termination of this Agreement.

7. Notices.

All notices shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. Notices shall be:

- (a) delivered by personal delivery to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery, as evidenced by the written report of the courier service, or
- (b) sent by a nationally recognized overnight delivery service, in which case they shall be deemed delivered one (1) business day after deposit in the United States mail.

Any Party may change its address or the name and address of its attorneys by giving notice in compliance with this Cooperation Agreement. Notice of such a change shall be effective only upon receipt. Notice given on behalf of a Party by any attorney purporting to represent a Party shall constitute notice by such Party if the attorney presents authorization to represent such Party in writing. Notice given by Developer or its attorney to the Coalition Organizations at the addresses set forth below shall be deemed notice to each Coalition Organization.

The addresses of the Parties are:

- (a) If to Developer: 8TH REGIMENT PARTNERS LLC, 15 VERBENA AVENUE, FLORAL PARK NY 11001, Attn: JORGE MADRUGA, jorge@madddequities.com, with a copy to: AKERMAN LLP, 1251 AVENUE OF THE AMERICAS, 37TH FLOOR, NEW YORK, NY, 10020, Attn: NORA MARTINS, nora.martins@akerman.com

- (b) If to the Coalition Organizations: via email and mail to the Coalition Representative(s), with a copy to:
2 COURT SQUARE W, 5TH FLOOR, LONG ISLAND CITY, NEW YORK, 11101, Attn: COMMUNITY & ECONOMIC DEVELOPMENT CLINIC,
missy.risser@law.cuny.edu.

and to:
ADRIEN LORENZO WEIBGEN at aweibgen@gmail.com.

8. Expenses.

Except as provided herein, each Party shall bear its own expenses and the fees and expenses of its counsel and other experts in connection with this Cooperation Agreement and any suits, petitions, claims, causes of action, actions seeking any writ of mandamus or prohibition or other writs related to this Cooperation Agreement.

9. Waiver.

The waiver of any provision or term of this Cooperation Agreement shall not be deemed as a waiver of any other provision or term of this Cooperation Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Cooperation Agreement.

10. Binding Nature of Agreement.

- (a) Term. This Agreement shall take effect immediately upon execution and delivery by each of the Parties hereto. Unless earlier terminated in accordance with the provisions of Section 6 of this Agreement, this Agreement shall remain in full force and effect for so long as the Developer (or any successor or assignee of the Developer) holds an interest in the Project under the Ground Lease.
- (b) Successorship. This Cooperation Agreement shall bind, and inure to the benefit of, the Parties, and their successors and assigns, for so long as the Cooperation Agreement remains in effect in accordance with its terms. For such purpose, a “successor” of Developer shall mean any successors in interest, transferee, assign, agent, or representatives, including the holder of a lease, a mortgage, or other lien in the Site. The following provisions shall apply to ensure the binding nature of this agreement between any developer and the community:
- (i) Commitments Binding on Agents and Successors of the Developer. Any agents, assigns, or successors-in-interest of Developer shall comply with Developer’s responsibilities under this Cooperation Agreement. This includes master developers, leasing agents, other developers who develop components of the Project, and so forth.
 - (ii) Cooperation Agreement as Binding Term in Successor Relationships. Any contracts or agreements related to the Project between Developer and agents, assigns, or successors-in-interest of Developer will include this Cooperation

Agreement as a material term, with a statement that such inclusion is for the benefit of the Coalition Organizations, enforceable directly by the Coalition Organizations against parties to such agreement.

(iii) Commitments Binding on Agents and Successors of Coalition Organizations. Any agents, assigns, or successors-in-interest of the Coalition Organizations shall comply with the Coalition Organizations' responsibilities under this Cooperation Agreement.

(iv) Commitments For Benefit of Successors. This Cooperation Agreement and all benefits and burdens hereunder shall inure to the benefit of, and be binding upon, the Parties hereto and their respective agents, successors, and assigns. Any reference in this Cooperation Agreement to a Party shall be deemed to include such Party's successors and assigns to the extent permitted under this Agreement.

(c) Transfer of Interests. Developer agrees that it will not sell, assign or otherwise transfer in any manner any right and interest in, to and under the Project Contract(s) to any other party, unless such party shall expressly assume and accede to Developer's rights and obligations under this Cooperation Agreement. Developer further agrees not to execute any contract transferring or assigning any development rights with respect to the Site or any of its obligations pursuant to any portion of this Agreement, with any other party, unless such party agrees to assume the obligations that flow to it under this Agreement as a Successor of Developer, and such a contract (transferring or assigning any development rights with respect to the Site or any of its obligations pursuant to any portion of this Agreement) includes this Agreement as a material term, binding on the entity receiving the interest and enforceable by Coalition Organizations or their successors or assigns directly against the entity receiving the interest. Developer shall provide evidence satisfactory to the Coalition Organizations that (i) Developer has complied with any requirements the City or NYCEDC has set pertaining to such transfer of lease interest and that (ii) such transferee or assignee party has expressly assumed Developer's rights and obligations under this Agreement as applicable.

(d) Monetary Damages. If the Developer breaches the limits on the alienability of its interest in the Project or Site and any provisions of this Section 10, then the Developer shall pay monetary damages as reasonably determined by the arbitrator as described in Section 4 of this Agreement.

11. Construction.

Each of the Parties acknowledges that it has been represented by counsel of its own choosing in connection with the negotiation and drafting of this Cooperation Agreement, that it has had full opportunity to review and revise the terms hereof, and that no provision of this Agreement shall be construed against either Party as the drafter. Accordingly, the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Cooperation Agreement.

12. Interpretation.

- (a) References. When a reference is made in this Cooperation Agreement to a section or exhibit, such reference shall be to a section of, or exhibit to, this Cooperation Agreement unless otherwise indicated.
- (b) Headings. The headings contained in this Cooperation Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Cooperation Agreement.
- (c) Inclusive Language. Whenever the words “include”, “includes” or “including” are used in this Cooperation Agreement, they shall be deemed to be followed by the words “without limitation”.
- (d) Pronominal Adverbs. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Cooperation Agreement shall refer to this Cooperation Agreement as a whole and not to any particular term or provision of this Cooperation Agreement.
- (e) Agreement and Exhibits. References to “this Agreement” shall include the exhibits hereto. The inclusion of any item in the exhibits hereto shall not be deemed to be an admission or evidence of materiality of such item, nor shall it establish any standard for materiality for any purpose whatsoever.
- (f) Definitions and Words of Gender. The definitions and words of gender contained in this Cooperation Agreement shall be interpreted to include all other genders, and words in the singular number shall be interpreted to include the plural (and vice-versa) when the sense so requires.
- (g) Laws. Any law defined or referred to herein or in any contract or instrument that is referred to herein means such law as from time to time amended, modified or supplemented, including by succession of comparable successor laws.
- (h) Persons. References to a person are also to such person’s permitted successors and assigns.

13. Governing Law

This Agreement shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New York, and jurisdiction and venue for any disputes arising hereunder shall be in any court empowered to enforce this Cooperation Agreement in the County of Kings, State of New York. Upon the request of either Party, a court may reopen jurisdiction to enforce this Cooperation Agreement.

14. Miscellaneous

- (a) Entire Agreement. This Agreement contains all the promises, agreements, conditions, understandings and inducements between Developer and the Coalition Organizations regarding the matters set forth herein, and there are no oral promises, agreements,

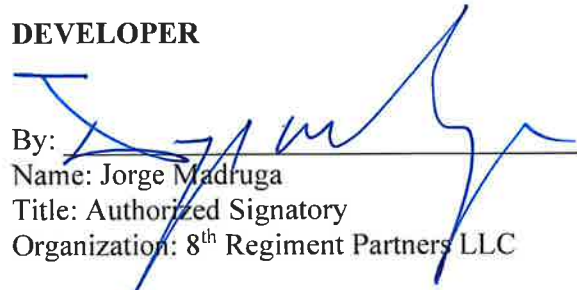
representations, warranties, conditions, understandings or inducements, express or implied, between the Parties other than as set forth herein.

- (b) Amendment; Waiver. No provision of this Agreement may be waived, modified, amended or terminated except by a written instrument signed by: (a) Developer or Developer's successors and assigns; and (b) no less than a majority of the Coalition Organizations.
- (c) Authority of Signatories. The individuals executing this Cooperation Agreement represent and warrant that they have the authority to sign on behalf of the respective Parties.
- (d) Binding Upon Signature. As to any Party, this Cooperation Agreement shall be binding upon, as of the date of, such Party's execution of this Cooperation Agreement.
- (e) Counterparts. This Cooperation Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original and all of which together shall be deemed to constitute one and the same document. Facsimile or pdf signatures to this Cooperation Agreement shall be valid signatures. The forwarding of an unsigned pdf copy of this Agreement via email with an email signature line shall not constitute valid signature.
- (f) Exculpation. Notwithstanding anything appearing to the contrary in this Agreement, no direct or indirect partner, member or shareholder of a Party (or any officer, director, agent, advisor, representative, member, investor, manager, personal representative, trustee or employee of any such direct or indirect partner, member or shareholder) shall be personally liable for the performance of the obligations of, or in respect of any claims against such Party, arising under this Agreement. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Agreement.
- (g) Assurance Regarding Pre-Existing Contracts. Developer warrants and represents that, as of the Effective Date of this Agreement, it has not executed or entered into any contract, agreement, or promise that would preclude Developer's compliance with its obligations under this Agreement, that it is the sole entity maintaining rights to develop the Project under the Project Approvals (subject to its right to assignment), and that it has the ability to deliver and fulfill the Community Benefits Program.
- (h) Cooperation Regarding Documents to be Executed. The Parties agree to cooperate to execute any documents reasonably required to effectuate the intent of this Cooperation Agreement and, if a Party does not so cooperate, any of the Parties may obtain judicial intervention to obtain judicial signature in lieu of a Party's signature, upon noticed motion supported by affidavit.

[Remainder of Page Intentionally Left Blank, Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 29th day of OCTOBER, 2025.

DEVELOPER

By: 
Name: Jorge Madruga
Title: Authorized Signatory
Organization: 8th Regiment Partners LLC

COALITION ORGANIZATIONS

By: _____
Name: _____
Title: _____
Organization: _____

By: _____
Name: _____
Title: _____
Organization: _____

By: _____
Name: _____
Title: _____
Organization: _____

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Organization: _____

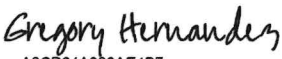
By: _____
Name: _____
Title: _____
Organization: _____

By: _____
Name: _____
Title: _____
Organization: _____

By: _____
Name: _____
Title: _____
Organization: _____

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

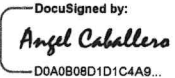
Organization: Bronx Independent Cinema Center

By: Signed by:

A8CD04A986AF4D7...
Name: Gregory Hernandez

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 27th day of OCTOBER, 2025.

Organization: Burnside Tremont Jerome Merchant Association

By: The signature block for Angel Caballero, showing the text "DocuSigned by:" above a stylized signature of "Angel Caballero" and a long alphanumeric hash "D0A0B08D1D1C4A9..." below it.

Name: Angel Caballero

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Christ Episcopal Church Riverdale

By:

Signed by:

The Reverend Emily A Lukanich

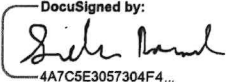
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Name: Reverend Emily A Lukanich

Title: Rector

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Community Comes First

By: 4A7C5E3057304F4...

Name: Salim Drammeh

Title: Founder/ Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Davidson Community Center Inc.

By:  *Angel Caballero*
D0A0B08D1D1C4A9...

Name: Angel Caballero

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Dominicanos USA

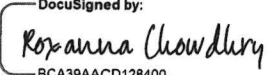
By: 
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Name: Eddie Cuesta

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Fordham Bedford Community Services

By: 
BCA39AACD128400...

Name: Roxanna Chowdhry- Velasquez

Title: RCV Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Fordham Manor Church

By:  DocuSigned by:
87D280A736144A3...

Name: Reverend Joe Hernandez

Title: Senior Pastor

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Good Shepherd Services

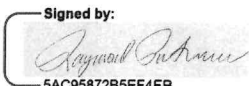
By:  DocuSigned by:
E8FCF691870C4D9...

Name: Annie Miguez

Title: Vice President of Government and Community Relations

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: James Baldwin Outdoor Learning Center

By:  Signed by:
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Name: Raymond Pultinas

Title: Director and President

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Kingsbridge Road Merchant Association

By: _____

Name:

Christian Ramos

Title:

V-President.

ADDITIONAL SIGNATURE PAGE(S) FOR COALITION ORGANIZATIONS

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Mary Mitchell Family and Youth Center

By:  Signed by:
2A63055163274C2...

Name: Aleyna Rodriguez

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Mekong NYC

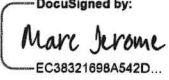
By:  Signed by:
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Name: Socheatta Meng

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Monroe University

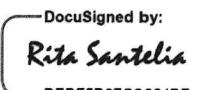
By: 

Name: Marc Jerome

Title: President

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Mosholu Montefiore Community Center

By: 
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Name: Rita Santelia

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Mothers on the Move

By:  DocuSigned by:
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Name: Wanda Salaman

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Northwest Bronx Community and Clergy Coalition Inc.

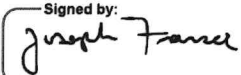
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Name: Sandra Lobo

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Our Lady of Angels

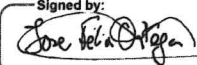
By:  Signed by:
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Name: Father Joseph Franco

Title: Pastor

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Our Lady of Mount Carmel

By: 
 0276C9C8CEC3479...

Name: Fr. Jose Ortega

Title: Pastor

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Our Lady of Refuge Church

By: Fr. Patrick D'Arcy

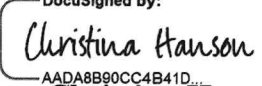
Name: Fr. Patrick D'Arcy

Title: Pastor

ADDITIONAL SIGNATURE PAGE(S) FOR COALITION ORGANIZATIONS

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

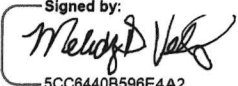
Organization: Part of the Solution (POTS)

By: 
DocuSigned by:
AADA8B90CC4B41D
Name: Christina Hanson

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Riverdale Senior Services

By:  Signed by:
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Name: Melody Velez

Title: Director of Community Engagement & Special Projects

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: St. James Episcopal Church

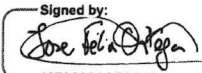
By:  Signed by:
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Name: Reverend Nathanael L.B. Saint-Pierre

Title: Priest

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: St. Martin of Tours Church

By: 
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Name: Fr. Jose Ortega

Title: Pastor

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: The Abrar Masjid

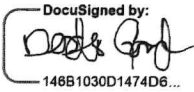
By:  Signed by:
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Name: Khadeeja Mustafa

Title: Secretary and Board Member

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: The Gardiner Foundation

By: 146B1030D1474D6...

Name: Dexter Gardiner

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: The Point CDC

By:

Signed by:

Maria Torres

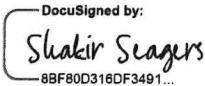
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Name: Maria Torres

Title: President

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Theory 9

By: 8BF80D316DF3491...

Name: Shakir Seagers

Title: CEO

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: West Bronx Housing

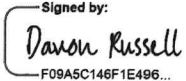
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Name: Joshua Stephenson

Title: Executive Director

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: WHEDco

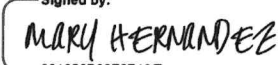
By:  Signed by:
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Name: Davon Russell

Title: President

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Yambo Foundation

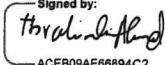
By:  Signed by:
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Name: Mary Hernandez

Title: CEO + Founder

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective authorized officers as of the 28 day of OCTOBER, 2025.

Organization: Yankasa Association

By:  Signed by:
ACEB09AE66894C2...

Name: Ibrahim Ahmed

Title: Public Relation Officer

EXHIBIT A: COMMUNITY BENEFITS PROGRAM PHASE 1

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1. PURPOSE

The purpose of this Community Benefits Program for Phase 1 of the Kingsbridge Armory Project (as defined below) is to provide for a coordinated effort between the Coalition Organizations and the Developer to maximize the benefits of the project to the Bronx community. This Community Benefits Program is agreed to by the Parties in connection with, and as a result of, the Cooperation Agreement to which it is attached.

2. COMMUNITY COUNCIL

(a) **Purpose.** As soon as is practicable upon signing of the Cooperation Agreement, Coalition Organizations shall convene a working group of community representatives (the “**Community Council**”) to provide oversight of, and participate in activities related to implementation of, this Program.

(b) **Members.**

(i) *Composition and Number.* The Community Council shall include between 13 and 15 members, including one (1) representative from each of the following groups and constituencies:

- (1) Faith-Based Institutions
- (2) Cultural Organizations
- (3) Community Development Corporations
- (4) Small Businesses
- (5) Labor
- (6) Youth
- (7) Non-Profit Organizations
- (8) New York City Housing Authority residents
- (9) Bronx Community Land Trust
- (10) Northwest Bronx Community and Clergy Coalition, Inc.
- (11) Developer
- (12) CB7 (non-voting member)
- (13) The offices of the Council Member for District 14 (non-voting member).

(ii) *Selection.*

- (1) Groups 1-8
 - (a) For the first term, Coalition Organizations shall have sole authority to determine initial representatives from groups (1)-(8) listed above, through a process determined by the Coalition Organizations.
 - (b) For subsequent terms, NWBCCC shall have sole authority to determine representatives for three (3) of the groups, and the Community Council shall select the remaining members through a process to be determined by the Council.
- (2) Groups 9-13 shall have sole authority to determine their own representatives.

(iii) *Terms.*

- (1) The term of initial representatives to the Community Council shall be five (5) years.
- (2) Thereafter, terms shall be four (4) years.

(iv) *Removal and Resignation.*

- (1) Removal. The party who has the right to designate a member to the Community Council may remove any of its members of the Community Council at any time for cause or without cause, and/or may fill any of its vacancies on the Community Council, per above composition, arising at any time and from any cause.
 - (2) Resignation. Any member of the Community Council may resign from office at any time. Such resignation must be made in writing and will take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Community Council. The acceptance of a resignation by the Community Council will not be necessary to make it effective.
- (c) **Advisory Committees**. The Community Council shall have the authority to create advisory committees consisting of members of the Community Council and other community stakeholders to support the effective implementation of the Community Benefits Program. This shall include convening a Local Procurement Advisory Committee to collaborate with Developer to create and implement Local Procurement Action Plans as described in Section 5.
- (d) **Governance**. The governance of the Community Council shall be collectively determined by its members, with the intention that the Community Council shall be a cooperative and inclusive body with a mission and objectives consistent with the objectives of this Community Benefits Program. The Community Council shall be required to develop, approve and update annual budgets for their purposes and operations including the management of the Community Benefits Fund set forth in Section 3 of this Agreement.
- (e) **Staffing**. NWBCCC shall designate one (1) staff member to provide coordination and support for the Community Council.
- (f) **Reporting Cadence**.
 - (1) Quarterly. The Developer shall provide quarterly informal written updates to the Community Council related to compliance with the Program, including information about living wages, full-time positions, retention and advancement as set forth in Section 5(c)-(d) and hiring of Targeted Job Applicants as set forth in Section 7(b)(ii). The Developer shall meet with the Community Council regarding these quarterly updates, and these meetings shall be open to members of the public, who shall be given opportunities to ask questions and share concerns and ideas.
 - (2) Annual. The Developer shall provide a written annual report to the Community Council related to compliance with the Program, including information about living wages, full-time positions, retention and advancement as set forth in Section 5(c)-(d), hiring of Targeted Job Applicants as set forth in Section 7(b)(ii), and information and data related to local procurement as set forth in Section 4(h). Developer shall make the annual report available to the public, including on Developer's website. Developer shall present the major findings of each annual report during a presentation co-

hosted by the Developer and Community Council at the Armory, where members of the public shall be given opportunities to ask questions and share concerns and ideas.

3. **COMMUNITY BENEFITS FUND**

(a) **Purposes.** The **Community Benefits Fund** (“CBF”) will be used to ensure the successful implementation of, and support activities consistent with, the goals of this Community Benefits Program. This may include without limitation allocating resources to support:

- (i) A pre-apprenticeship cohort for Bronx residents through the Pathways to Apprenticeship program.
- (ii) A First Source Referral System designed to connect local residents with available job opportunities at the Armory, as set forth in Section 8.
- (iii) Activities to support local businesses in being selected for procurement opportunities at the Armory, including conducting a survey of local businesses to assess readiness for procurement, providing technical assistance workshops to local businesses, supporting small businesses in bidding and contracting, and developing and maintaining a Bronx vendor directory for Armory tenants.
- (iv) Outreach and coordination to facilitate Bronx residents’ free and discounted use of space at the Armory, including athletic facilities and meeting spaces.
- (v) A paid youth internship program that places local high school and college students within organizations that lease space in the Armory.
- (vi) A paid residency for Bronx-based artists.
- (vii) A paid position to support the efforts of the Community Council and Coalition Organizations through scheduling, outreach, leadership development and capacity-building.

(b) **Funding.**

- (i) *Initial Contribution.* The Developer shall contribute two hundred fifty thousand dollars (\$250,000) (the “**Initial Contribution**”) to establish the CBF, upon signing its ground lease with the Agency or by June 30, 2026, whichever is earlier.
- (ii) *Joint Fundraising.* Following the Initial Contribution, the Developer and the Community Council shall engage in joint fundraising activities for the express purpose of funding the CBF. These efforts shall include at minimum:
 - (1) One (1) joint fundraiser held at the Armory each of the first five (5) years following project opening; after five (5) years from the Initial Contribution, such fundraiser may be held every two (2) to five (5) years instead with prior consent from the Community Council which consent shall not be unreasonably withheld, delayed or conditioned. Community Council shall designate speakers from the community for the event and advise Developer on event planning. Developer shall pay and front the costs of these events (including event planning, advertising, security, catering, other staffing and custodial services). Developer shall, however, only be responsible for covering the cost of events capped at 10% of the estimated gross

event proceeds and Community Council shall reimburse any amount fronted by the Developer that exceeds this cap. Community Council shall prepare a budget for this joint fundraiser subject to Developer's approval, which Developer may not unreasonably withhold, and the Community Council shall review such budget and vote on such expenditure.

- (2) Mid-year and year-end appeals highlighting activities resourced by the CBF in the past year and planned uses for it in the forthcoming year. Community Council shall provide content for the appeals and Developer shall send them to Developer's network and post on Developer's social media accounts (if applicable) and website.
 - (3) Targeted appeals from Developer toward the Project's Employers. Community Council shall provide content for the appeals and Developer shall convey them directly to each Employer.
 - (4) Joint applications to additional funding sources identified by the Community Council, such as foundations or the offices of local elected officials.
- (iii) *Amounts.* The Developer and the Community Council shall make best efforts to fundraise at minimum two hundred and fifty thousand dollars (\$250,000) , adjusted for CPI per Fundraising Year (i.e. if the fundraiser occurs every two (2) years then that amount shall be five hundred thousand dollars (\$500,000), adjusted for CPI).
- (iv) *Direct contributions from Developer.* If Developer fails to participate in the joint fundraising activities outlined in Section 4(b)(ii) or ceases fundraising activities in any given year prior to joint fundraising activities securing the amount described in Section 3(b)(iii) as applicable, Developer shall make a direct contribution to the CBF equal to the difference between two hundred and fifty thousand dollars (\$250,000), adjusted for CPI, per year of that fundraising period (i.e. if the fundraiser occurs every two (2) years then that amount shall be five hundred thousand dollars (\$500,000), adjusted for CPI) and any amount jointly fundraised in that fundraising period.
- (c) **Decision-making.** All decisions regarding the expenditures of the CBF shall be at the sole good-faith discretion of the Community Council, subject to the preparation of a budget for each expenditure and vote by the Community Council members.
- (d) **Account Holder.** The Contribution shall be paid into a separate account set up by NWBCCC solely for the Kingsbridge Armory Community Benefit Funds and held and managed by NWBCCC, until such time as the Community Council may designate in its sole good-faith discretion another account holder for the purposes of holding and administering the CBF.
- (e) **Form of Payment.** All Contributions shall be paid by check or direct bank deposit.
- (f) **Reporting.** The account holder of the CBF shall report quarterly to the Community Council, local elected officials including the local Council Member and Developer on the expenditure of funds in such preceding quarter and annually on the expected budget and expenditure of funds for the coming year.

4. LOCAL PROCUREMENT

- (a) **Purpose.** The purpose of this Section 4 is to facilitate the development, implementation, and monitoring of a local procurement plan (the “**Local Procurement Plan**”) that achieves the Local Business procurement targets identified in this Section 4.
- (b) **Staffing.** Developer shall designate a staff member (the “**Procurement Liaison**”) whose responsibilities include coordinating with the Community Council, Coalition Organizations and other community stakeholders to support local procurement, including by developing and leading implementation of Local Procurement Action Plans as described in Section 4(e).
- (c) **Local Procurement Goals.**

- (i) *Commencement of and During Construction.* At the commencement of and throughout the duration of construction of the Project, Developer shall make best efforts to ensure that:

- (1) At least fifty percent (50%) of procurement of materials, goods and services for the Project comes from Local Businesses.
 - (2) At least twenty-five percent (25%) of procurement of materials, goods and services for Phase 1 comes from M/WBE businesses.

As part of this commitment, Developer shall make commercially reasonable efforts to structure contracts in a manner that facilitates the meaningful participation of Bronx-based businesses (for instance, by breaking down large contracts into smaller scopes).

- (ii) *During Operations.* Following the project opening:

- (1) Developer goals. Developer shall make best efforts to award procurement contracts in a manner that achieves at least fifty percent (50%) of total procurement for building operations and management (including materials, goods and services) from Local Businesses.
 - (2) Employer goals. Employers other than Developer shall make commercially reasonable efforts to award procurement contracts in a manner that achieves:
 - (a) At least fifty percent (50%) of total procurement of materials, goods and services from Local Businesses.
 - (b) At least twenty-five (25%) of total procurement of materials, goods and services from M/WBE businesses.
 - (3) For purposes of this Section 4, "services" shall not include labor or trades.

- (iii) *Exclusion of certain tenants to ensure local businesses are prioritized.* In order to encourage visitors to the Armory to support Local Businesses, including restaurants, Developer and the live events operator shall not lease space to:

- (1) Any chain fast food stores or vendors, including McDonald’s, Starbucks, Chick Fil-A, Taco Bell, Wendy’s, Dunkin Donuts, Burger King, Subway, Chipotle, Domino’s, Shake Shack, or
 - (2) Any other business considered by relevant trade associations to be in the top 10 fast food restaurants.

- (d) **Directory of Local Businesses.** In line with Section 1(c) of the Cooperation Agreement, the Developer shall, in their contract with any Employer, include a list or directory of Local Businesses as a preferred source list for procurement (the "Local Business Directory"). Developer shall periodically (and at a minimum, annually) share an updated Local Business Directory with all Employers. Developer shall integrate suggestions from the Community Council into this list. Developer shall include in its onboarding of Employers the list or directory to underscore that it is a preferred source list for procurement.
- (e) **Creation of Local Procurement Action Plans.**
- (i) *Prior to and during construction.* At least six (6) months before construction of the Project commences, Developer shall create an initial Local Procurement Action Plan in collaboration with the Local Procurement Advisory Committee, Community Council and other organizations designated by the Coalition Organizations. Each Employer shall provide to Developer a list of goods and services it has procured and intends to procure in connection with the Project to inform the development of the initial LPAP. The Developer will make this list visible to the Community Council within a reasonable time. This LPAP shall describe the activities Developer and all Employers will undertake to achieve the Local Procurement Goals of Section 4(c)(i). If the Community Council has any questions or proposed modifications to the initial LPAP, it must raise such questions or proposed modifications at least four (4) months before construction of the Project commences. Developer shall work with the Employer to make modifications to the initial LPAP upon reasonable request by the Community Council as soon as practicable, and no later than three (3) months before construction of the Project commences.
 - (ii) *During Project operations.* At least annually, each Employer shall provide to Developer updated lists of anticipated procurement needs, and Developer shall create and provide to the Community Council an updated LPAP that describes the activities Developer and all Employers will undertake to achieve the Local Procurement Goals of Section 4(c)(ii). As part of the creation of annual LPAPs, Developer's Procurement Liaison may request from the Local Procurement Advisory Committee an updated list of Local Businesses and other suggestions for actions to achieve the Local Procurement Goals. The annual LPAP shall be created and presented to the Community Council at least three (3) months before the end of the calendar year. Within a reasonable time, Developer shall allow for dialogue between Developer, Employer, and Community Council and correction of the LPAP in such a manner.
- (f) **Implementation Activities.** Developer shall support each Employer to fulfill implementation activities identified in each year's LPAP. Such implementation activities must include, but are not limited to, engaging in targeted outreach to Local Businesses and M/WBEs in advance of solicitation for goods, materials and services purchased by the Project.
- (g) **Reporting and Oversight.**

- (i) *Prior to and during construction.* Developer's Procurement Liaison shall meet with the Community Council on a quarterly basis to monitor implementation of the initial LPAP and report on progress toward the Local Procurement Goals of Section 4(c)(i). Such reports shall be disaggregated by Bronx-based, New York-based, and M/WBE vendors.
- (ii) *During Project Operations.* Developer's Procurement Liaison shall meet with the Community Council on an annual basis to monitor implementation of that year's LPAP and report on progress toward the Local Procurement Goals of Section 4(c)(ii). Such reports shall be disaggregated by Bronx-based, New York-based, and M/WBE vendors.

(h) Corrective Action Plan.

- (i) If any Employer fails to meet the targeted procurement numbers set forth in Section 4(c), or fails to fulfill implementation activities identified in the Local Procurement Action Plan, during any reporting period, the Community Council may require Developer to provide reasons such Employer has not met the applicable requirements and the Community Council may determine whether such reasons are adequate so as to not pursue any remedy set forth herein or otherwise available. For the avoidance of doubt, the following reasons shall be deemed adequate together with proof of attempted compliance: that Employer solicited all applicable businesses on the then-current Local Business Directory and such businesses either was not able to provide such goods, materials or services or could not provide such goods, materials or services in a timely manner.
- (ii) If the reasons provided by Developer are determined to be inadequate by the Community Council, Developer shall work with Employer to develop as quickly as practicable (but in any event within sixty (60) days of such failure to achieve targeted procurement numbers for any reporting period) and provide to the Community Council for review, a corrective action plan (the "**Procurement Corrective Action Plan**") which outlines the steps such Employer will take during the following six (6) months to achieve the Local Procurement Goals of Section 4(b).
- (iii) If Developer fails to provide timely a Procurement Corrective Action Plan for Employers or fails to take the steps set forth in such Procurement Corrective Action Plan in a timely manner, the Community Council can mandate such Developer to enact a Procurement Corrective Action Plan developed by the Community Council.
- (iv) If Developer fails to complete such Procurement Corrective Action Plan for a year, either the Community Council or each Coalition Organization may seek any additional remedy available at court or in equity, including the enforcement actions described in Section 3 of the Cooperation Agreement
- (v) Developer shall allow for dialogue between Developer, Employer, and Community Council for the duration of the process described in this Section 4(h).

5. JOB STANDARDS & QUALITY

(a) Living Wages.

Developer shall require compliance with the Living Wage Law by all Employers that are subject to such law, including the project's major entertainment tenants.

- (b) **Full-time Positions.** Developer shall require that each Employer shall make best efforts to ensure that:
 - (i) At least twenty percent (20%) of the Employer's total employees employed during the first two (2) years of Employer's operation of Phase 1 are Full Time, and
 - (ii) At least forty percent (40%) of the Employer's total employees employed during all other years of operation of the Phase 1 are Full Time.
- (c) **Retention.** Developer shall require that each Employer shall make best efforts to ensure that at least forty percent (40%) of those hired from the Targeted Job Applicants (defined in Section 7) remain employed for at least nine (9) months.
- (d) **Advancement.** Developer shall require that each Employer shall make best efforts to advance within twenty-four (24) months at least thirty percent (30%) of those hired from the Targeted Job Applicants. Advancement shall be defined as increases in salary, title change or moving up from a Part-Time position to Full-Time, or independent contractor to employee status.
- (e) **Compliance with Labor Law.** Developer shall require that all Employers, Tenants and Contractors operating businesses or performing services at or for the Project (whether during the construction of the Project or its operation) shall comply with the FLSA and the New York Labor Law. Each Employer shall comply with all applicable FLSA and New York Labor Law provisions and regulations, including but not limited to those governing overtime, wage payment and deductions from wages, as well as those governing union organizing activities.
- (f) **Reporting.** Throughout the duration of this Program, Developer shall adhere to, and shall require all Employers to adhere to, the following reporting and recordkeeping requirements:
 - (i) *Quarterly.* Developer shall provide the Community Council every three (3) months an informal written report with regard to compliance with the First Source Hiring Policy, including the total number of employees of each Employer during the prior quarter, the number of employees being paid wages that meet or exceed the living wage as set by the Living Wage Law, the number of Full Time Employees employed by each Employer during the prior quarter, the number of employees employed for at least nine (9) months as of the end of the quarter, the number of employees advanced during the prior quarter as defined in Section 5(d), and any labor law violations issued by any applicable agency, to the extent such violations are publicly available.
 - (ii) *Annually.* Developer shall provide to the Community Council annual aggregate reports summarizing the total number of employees of each Employer during the prior year, the number of employees being paid wages that meet or exceed the living wage as set by the Living Wage Law, the number of Full Time Employees employed by each Employer during the prior year, the number of employees employed for at least nine (9) months as of the date of the report, and the number of employees advanced during

the prior year as defined in Section (d), and any labor law violations issued by any applicable agency, to the extent such violations are publicly available.

6. LOCAL HIRING ACTION PLANS

(a) **Local Hiring Action Plans.** Each Employer shall create a local hiring action plan (the “**Local Action Hiring Plan**” or “**LHAP**”) that outlines how it will achieve the level of local hiring set forth in Section 7(b).

(i) *Requirements of Local Hiring Action Plans.* Local Hiring Action Plans shall include projections of the number and types of positions that the Employer anticipates needing to create during that year, the basic qualifications anticipated to be necessary for those jobs, and the activities the Employer intends to undertake to achieve the Hiring Goals of Section 7(a)(ii), including any targeted recruitment, training or workforce development activities the Employer may undertake independent of those led by the First Source Referral System defined in Section 8. Where feasible, the Employer shall also include in its LHAP salary expectations, anticipated work schedule, duration of employment, and any other information that would enable the First Source Referral System to shape its recruitment, training and referral activities to meet the needs anticipated by the Employer.

(ii) *Prior to Project Opening.*

(1) **LHAP.** Each employer shall present its LHAP to Developer to be shared with the First Source Referral System described in Section 8 and to the Community Council at least six (6) months before construction of Phase 1 commences. If the First Source Referral System and/or the Community Council has any questions or proposed modifications, it must raise such questions or proposed modifications at least four (4) months before construction of Phase 1 commences. Each Employer shall make modifications to the Local Action Hiring Plan upon reasonable request by the Developer, the Community Council and/or First Source Referral System at least two (2) months before construction of the Project commences.

(2) **Quarterly Updates.** Each Employer shall update the projections set forth in Section 7(b)(i) on a quarterly basis after the Effective Date until construction of the Project is substantially complete as determined by the Community Council in its sole good faith discretion.

(iii) *During Ongoing Operations.*

(1) **Initial LHAP.** Within six (6) months following execution of a lease by Developer and Employer for space within Phase 1, Employer shall present its LHAP to Developer who will share such LHAP with the First Source Referral System and the Community Council. If the First Source Referral System and/or the Community Council has any questions or proposed modifications, it must raise such questions or proposed modifications at least three (3) months before the Employer occupies their space. Developer may ask each Employer to make modifications to the Local Action Hiring Plan

upon reasonable request by the Community Council and/or First Source Referral System at least two (2) months before occupying their space.

- (2) Annual Updates. Developer shall present an updated LHAP to the First Source Referral System and Community Council annually at least three (3) months before the end of the calendar year. If the First Source Referral System and/or Community Council has any questions or proposed modifications, it must raise such questions or proposed modifications at least two (2) months before the end of the calendar year. Developer shall ask Employer to make such modifications as raised by the Community Council or First Source Referral System in the time period given above.

(b) Hiring Corrective Action Plans.

- (i) In the event any Employer fails to meet the Hiring Goals in Section 7(a) during any six (6) month period, the Community Council may require Developer to provide reasons the Employer has not met the applicable requirement and the Community Council may determine whether such reasons are adequate so as to not pursue any remedy set forth herein or otherwise available. For the avoidance of doubt, if the Employer has completed all applicable required items on the First Source Hiring Policy attached hereto as **Appendix 1**, such reason shall be deemed adequate.
- (ii) If the reasons provided by Developer are determined to be inadequate by the Community Council, Developer shall work with Employer to develop as quickly as practicable (but in any event within thirty (30) days of receipt of notice of the Community Council's determination) and provide to the Community Council for review, a corrective action plan (the "**Hiring Corrective Action Plan**") which outlines the steps such Employer will take during the following six (6) months to achieve the Hiring Goals.
- (iii) If Developer fails to provide a Hiring Corrective Action Plan or fails to take the steps set forth in such Hiring Corrective Action Plan in a timely manner, the Community Council can mandate Developer to enact a Hiring Corrective Action Plan developed by the Community Council.
- (iv) If Developer fails to complete such Hiring Corrective Action Plan for a year, either the Community Council or each Coalition Organization may seek any additional remedy available at court or in equity, including the enforcement actions described in Section 3 of the Cooperation Agreement.
- (v) Developer shall allow for dialogue between Developer, Employer, and Community Council for the duration of the process described in this Section 6(b).

7. FIRST SOURCE HIRING OF TARGETED JOB APPLICANTS

- (a) Purpose. The purpose of this Section is to facilitate the customized training and employment of Targeted Job Applicants in Phase 1. This Section establishes (1) a mechanism whereby targeted job applicants will receive job training in the skills requested by employers in the Phase 1, and (2) a non-exclusive system for referral of Targeted Job Applicants to Employers in Phase 1 as jobs become available.
- (b) Targeted Job Applicants.

- (i) **Definition. Targeted Job Applicants** shall mean:
 - (1) First Priority. Residents of the following geographic areas: all of Bronx Community Board 5 (“CB5”), Bronx Community Board 6 (“CB6”), Bronx Community Board 7 (“CB7”), and Bronx Community Board 8 (“CB8”). Residents from these geographic areas shall be considered **First Priority Targeted Job Applicants**.
 - (2) Second Priority. All other residents of the Bronx. Residents from this geographic area shall be considered **Second Priority Targeted Job Applicants**.
- (ii) **Hiring Goals**.
 - (1) During Construction. Each Employer shall make best efforts to:
 - (a) Employ at least twenty-five percent (25%) of its employees from the Targeted Job Applicants during construction of Phase 1 until substantial completion.
 - (b) Award twenty-five percent (25%) of the funds spent on employees performing construction of the Project to M/WBE businesses located in the Bronx.
 - (2) During Operations. Each Employer shall make best efforts to employ:
 - (a) At least fifty-one percent (51%) of its employees from the First Priority Targeted Job Applicants.
 - (b) At least seventy-five percent (75%) of its employees from the First and Second Priority Targeted Job Applicants.
 - (3) It is agreed to by the Parties that should a Targeted Job Applicant be hired and subsequently move out of the Bronx, that such Targeted Job Applicant shall still count towards the Hiring Goals.
 - (4) It is agreed to by the Parties that compliance by Employers with the First Source Hiring Policy shall be deemed "best efforts" for purposes of compliance with the hiring goals outlined in this Section 7(b)(ii). The Parties further agree that they shall work cooperatively to create a First Source Hiring Checklist that Developer shall provide to Employers to use to track and report compliance with the First Source Hiring Policy.
 - (5) It is further agreed to by the Parties that should these hiring goals outlined in this Section 7(b)(ii) conflict with hiring commitments in a PLA or other labor agreement, such PLA or labor agreement shall control.
- (c) **Customized Job Training**. The First Source Referral System, described below, will coordinate job training programs with appropriate community-based job training organizations. Prior to hiring for jobs within the Project, an Employer may request specialized job training for applicants they intend to hire, tailored to the Employer’s particular needs, by contacting the First Source Referral System. The First Source Referral System will then work with appropriate community-based job training organizations to ensure that these applicants are provided with the requested training.

- (d) **First Source Referral System.** The First Source Referral System will work with Developer and Employers and with appropriate community-based job training organizations to provide the referrals described in this Section. The Community Council will select a nonprofit organization to staff and operate the First Source Referral System and will provide the First Source Referral System with funding from the Community Benefits Fund in an amount to be determined annually by the Community Council.
- (e) **First Source Hiring Policy.** Through the First Source Hiring Policy, attached hereto as **Appendix 1**, qualified individuals who are Targeted Job Applicants will have the opportunity to interview for job openings in the Project. Developer shall require that all Employers participate in the First Source Hiring Policy. Under the First Source Hiring Policy, the First Source Referral System will promptly refer qualified applicants to Employers for available jobs and Employers must exclusively consider Targeted Job Applicants for available positions for a period of thirty (30) days.
- (f) **Reporting.** Throughout the duration of this Community Benefits Program, Developer shall require each Employer to adhere to the following reporting requirements.
 - (i) **Quarterly.** On a quarterly basis, Developer shall require each Employer to notify Developer of the number, by job classification, of Targeted Job Applicants hired by such Employer during the prior quarter and the total number of employees and independent contractors hired by such Employer during the prior quarter.
 - (ii) **Annually.** Developer shall require each Employer to submit to Developer annual reports detailing the employment of Targeted Job Applicants at the Project.

8. **DEVELOPER'S COMMITMENTS TO LOCAL HIRING AND JOB QUALITY**

- (a) **Staffing.** Throughout the duration of this Community Benefits Program, Developer or a third-party entity contracted by Developer (such as their management company) shall employ at least two (2) Full-Time employees whose primary responsibilities shall relate to the Armory including local hiring. This shall include at least:
 - (i) One (1) person responsible for coordinating hiring processes, interacting with community workforce providers, collaborating with the First Source Referral System, supporting Employers in their activities related to local hiring, gathering and summarizing employment-related data and information from all Employers, and reporting such data and information to the Community Council.
 - (ii) One (1) person who is on-site at the Armory, at least 35 hours per week or, if agreed to by the Community Council, fewer, to work directly with Employers at the Project and assist with the implementation of hiring processes consistent with the First Source Hiring Policy.
- (b) **Outreach.** Developer shall advertise all available job opportunities through outreach to local stakeholders including the Coalition Organizations, CBs 5, 6, 7 and 8, the local councilmember's office, the office of the Bronx Borough President, and the NYCHA Office of Resident Economic Empowerment & Sustainability.

This outreach requirement shall be independent of, and in addition to, the requirement that each Employer notify the First Source Referral System of available job opportunities as set forth in the First Source Hiring Policy.

- (c) **Job Fairs.** Prior to the opening of the Project, Developer shall co-sponsor with the Community Council a minimum of three (3) job fairs to help connect Targeted Job Applicants with available positions.
- (d) **Job Training.**
 - (i) Developer shall engage with and provide resources for local workforce development organizations and training agencies that provide training programs focused on job readiness and industry-specific training. Six (6) months prior to Project opening date, Developer shall work with designated representatives from the Coalition Organizations, as well as additional organizations designated by the Coalition Organizations, which may include HIRE NYC and/or other local agencies, to develop workforce development of Targeted Job Applicants.
 - (ii) Any fees associated with the services provided by such organizations and agencies shall be paid for separately by Developer.
 - (iii) Developer shall promote and advertise training opportunities through notice to the First Source Referral System, the Community Council, and other local stakeholders.
 - (iv) Developer's engagement with workforce development organizations and training agencies shall be monitored and reviewed at least annually by the Community Council.

9. **UNION LABOR AND PREVAILING WAGES**

- (a) **Phase 1 Construction:** Developer shall enter into a Project Labor Agreement with the Building & Construction Trades Council of Greater New York covering all construction and renovation work within the Armory building in Phase 1 (the "PLA"). The PLA shall, at minimum:
 - (i) Ensure all workers are paid prevailing wages and benefits consistent with the New York State Labor Law and applicable union standards;
 - (ii) Include clear hiring and training pathways for Bronx residents through coordination with Pathways to Apprenticeships and other state-approved pre-apprenticeship programs with direct entry into the trades; and
- (i) Prioritize participation of local M/WBE union contractors where feasible; and
- (iii) Subject to approval by the Building & Construction Trades Council of Greater New York, be provided in copy to the Community Council within ten (10) business days of execution for transparency and compliance tracking.
- (b) **Operations:** Developer shall work with 32BJ for Phase 1 building operations to cover janitorial, maintenance, security, and other operations staff. The Developer shall require that its property management contractor adheres to the same labor standards and maintain neutrality with respect to organizing drives under 32BJ.

10. **STREET VENDORS**

Developer shall make best efforts to:

- (i) Ensure that Armory's street design preserves the maximum feasible number of legal street vending spaces.
- (ii) Create opportunities for street vendors to operate within the outdoor plaza on a rotating basis and during events, including those co-hosted with the Community Council as set forth in Section 13.
- (iii) Identify opportunities to include and feature vendors in projects, events, or similar activities within the Armory that are hosted on a rolling or regular (weekly, monthly, bi-monthly, etc.) basis (e.g. including and featuring vendors in the quarterly art installations).
- (iv) Create pathways for Bronx Street vendors to sell their goods inside the Armory through hosting pop-up events where many vendors can come and sell at the same time.
- (v) Work with the Street Vendor Project and the Community Council to prioritize vendors who already operate near the Armory and in the Bronx more broadly.
- (vi) Engage with vendors in ways that are culturally and linguistically accessible.

11. PUBLIC ACCESS

(a) **Free and Reduced Rate Access to Athletic Facilities.**

- (i) Developer shall require that athletic facilities tenant(s) create:
 - (1) Free and discounted access to the athletic facilities with an annual target of free and discounted hours, and
 - (2) Discounted membership for Bronx residents, with details to be determined in consultation with the Developer and Community Council.
- (ii) Developer shall work with the athletics facility tenant(s) and Community Council to identify a prioritization protocol for participation in the Community Access Program in advance of the opening of the tenant(s) space. These groups may include:
 - (1) Students and families of students of Bronx public schools (with particular priority given to Bronx Title 1 schools and not-for-profit, 501(c)(3) tax exempt after-school programs located in the Bronx);
 - (2) Households that receive Supplemental Nutrition Assistance Program or Special Supplemental Nutrition Program for Women, Infants, and Children Program benefits, NYC Care; and
 - (3) New York City Housing Authority residents.
- (iii) In any part of this Section 13 requiring proof of residency, Developer shall permit ID NYC as documentation for proof of residency.

(b) **Discounted and Free Tickets for Events.** Developer shall ensure that the live venue operator creates a program for free and discounted tickets for Bronx residents, along with free programs, details to be determined in consultation with the Community Council. Developer shall also ensure that any other entertainment use tenants provide a program for discounted tickets for Bronx residents, to be developed in consultation with the Community Council.

(c) **Performance Venue Availability for Bronx Graduations.** Developer shall ensure the performance venue is available for thirteen (13) to twenty-five (25)

weekdays in May and June for at least twenty-five (25) Bronx graduations per year. Developer shall only charge reimbursement for out of pocket costs (such as security and custodial costs) for these events. Exact dates will be determined in consultation with the live event operator.

- (d) **Public Restrooms.** Developer shall provide free, publicly accessible restrooms that are open during all hours of operation.
- (e) **Free Publicly Accessible Internet.** Developer shall provide a free, publicly accessible, password-free, high-speed wireless internet network for access throughout the Project (inside the building and in all outdoor spaces) during all hours of operation.
- (f) **Meeting space for Bronx-based Community Groups.** Developer shall require all non-profit tenants to accommodate, when feasible, requests by Bronx-based community groups to use available meeting space at no cost.
- (g) **Community Use of Non-Athletic Spaces.** Developer shall provide space within the Armory, including the event space and plaza space, for community events, at least twelve (12) times a year, with details to be coordinated with the Community Council. Developer shall only charge reimbursement for out-of-pocket costs (such as security and custodial costs) for these events.

12. LOCAL ARTS & CULTURE

- (a) **Artistic Installations.**
 - (i) *Purpose.* Developer shall accommodate space for installations that highlight the Bronx's unique cultural heritage within the Armory created by local artists. Installations will honor artistic and athletic achievements, local veterans, and other significant community contributions of Bronx residents.
 - (ii) *Frequency.* Installations shall be updated at least four (4) times per year to feature new artists.
 - (iii) *Placement.* Installations shall be located in heavily trafficked, well-lit public spaces within the Armory, including in the food hall, at the main entrance to the Armory building, and in the plaza. Placement shall be subject to availability and tenant considerations.
 - (iv) *Collaboration.* Developer shall collaborate with a Bronx-based arts organization designated by the Community Council to create plans for such installations. Installation, operation and removal of the art installations will be the responsibility of the designated arts organization and/or the local artist, shall be coordinated with Developer's building management and shall be subject to customary insurance requirements.
- (b) **Concerts.** Developer shall encourage the live events operator to create an annual concert series featuring Bronx-based musical artists. Developer shall propose to the live events operator that they hire a local community arts organization to curate a series that includes at least four (4) concerts per year, with costs covered by the live events operator and admission free to Bronx residents.

13. ENVIRONMENTAL JUSTICE

- (a) **Exceptional Environmental Standards.** In response to the City and the Community's goals, the Developer will work to ensure that the Armory achieves high environmental standards through its design and operations. As such,

- (i) *LEED Certification.* The Developer shall pursue LEED Gold certification for the renovation of the Armory. During the design of the Armory, the Developer will explore all potential LEED credits, and will provide regular updates to the Community Council on the status of the LEED credits in the design.
- (ii) *Community Priority Areas:*
 - (1) Greenhouse Gas Emissions.
 - (a) Developer will commit to an all-electric design for all heating and hot water systems for the Armory, excluding any emergency power and/or generator requirements as well as gas for kitchen operators as required and in compliance with all applicable law.
 - (b) Developer will commit to installing rooftop solar panels on the Armory, subject to SHPO/NPS for historic tax credits and LPC approval at time of permitting.
 - (c) Developer will evaluate and, if appropriate and commercially reasonable, commit to enhanced commissioning. If this commitment proves to be unfeasible, the Developer shall disclose the reasons for unfeasibility with the Community Council.
 - (d) As part of the design process, including designing for LEED and NYC Energy Code, the Developer will explore and pursue the best energy efficiency approach to renovating the building that balances its program, users, and commercial viability.
 - (e) Developer shall provide the Community Council with regular reporting on the building's energy matrix, as information is readily available.
 - (2) Enhanced water efficiency.
 - (a) Developer commits to installing water submeters, with leak detection employed in key locations, as appropriate.
 - (b) Developer commits to installing low-flow fixtures, where appropriate.
 - (c) Developer commits to preparing a Storm Water Prevention Plan (SWPP) with green infrastructure for the Armory. As part of that effort, the Developer will commit to exploring rainwater reuse, including a graywater system, as part of its plaza and streetscape design, and if commercially reasonable and appropriate will pursue rainwater reuse for the Armory.
 - (3) Air quality.
 - (a) Developer will install CO2 and particulate monitoring in high-occupancy areas.
 - (b) Developer will provide EV charging stations (5%) of parking spaces) and EV-charging conduits to expand to 10% of parking spaces.
 - (c) Developer will reserve space for secure indoor bike parking.

- (d) Developer will require that building materials in the Armory are low (or no) VOC, and limit to the maximum degree practicable any formaldehyde or phthalates containing materials.
- (e) Developer will evaluate and, if appropriate, make best efforts to provide: (1) pre- and post-occupancy air quality testing, and (2) ventilation that meets or exceeds ASHRAE 62.1 2010.
- (b) **Construction Plan.** Developer shall create a Construction Plan that details specific actions to ensure a safe construction site, mitigate noise, dust and air pollution, traffic flow, garbage collection, and effect on surrounding schools, local businesses, and community facilities.

14. **TRANSPORTATION & STREETS**

- (a) **Management of Large Events.** Developer shall create a plan for transportation, security, noise mitigation, and crowd control before and after large events an “Event Day Management Plan.” In developing the Event Day Management Plan, the Developer will seek and incorporate feedback from local stakeholders, including the Community Council. The Event Day Management Plan will include details regarding:
 - (i) Guidelines and requirements for load-in & load-out of event production equipment and materials, including protocol for truck use of the venue loading dock, and movement on streets, which will include off-site staging of trucks, such that there is minimal to no event truck idling on the street for unloading/loading.
 - (ii) Off-site parking resources for the event day
 - (iii) Designated pick-up/drop-off locations for for-hire vehicles
 - (iv) Identification of event attendee queuing locations and flow, and identification of the general public’s circulation during an event.
- (b) **Bicycle Parking.** Developer shall reserve space within the Armory for secure indoor and outdoor bike parking. Developer shall make best efforts to explore design and build opportunities with a firm that has experience in designing and building state of the art bicycle parking station infrastructure in New York City.
- (c) **Electric Vehicle Charging Stations.** Developer shall create Rapid Charging Stations for electrical vehicles in the Armory parking garage.

15. **DEFINITIONS**

As used in this Community Benefits Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form. Any capitalized terms not specifically defined in this Exhibit A shall have the meanings as set forth in the Cooperation Agreement.

“**32BJ**” or “**32BJ SEIU**” shall mean the Service Employees International Union, Local 32BJ.

“**AFL-CIO**” shall mean the American Federation of Labor and Congress of Industrial Organizations

“**Agency**” shall have the meaning set forth in the Cooperation Agreement.

“AMI” shall mean the Area Median Income for New York City, defined each year by the U.S. Department of Housing and Urban Development.

“Armory” shall have the meaning set forth in the Cooperation Agreement.

“Athletic facilities tenant” shall mean any Employer that has holds a lease or other agreement with Developer to operate any athletic facilities within the Armory, including but not limited to sports fields, courts or fitness facilities.

“CB5” shall mean Bronx Community Board 5.

“CB6” shall mean Bronx Community Board 6.

“CB7” shall mean Bronx Community Board 7.

“CB8” shall mean Bronx Community Board 8.

“City” shall mean the City of New York and any of its departments and/or agencies.

“Coalition Organization(s)” shall mean the organizations, other than the Developer, that are Parties to the Cooperation Agreement.

“Community Council” shall have the meaning set forth in Section 3.

“Coalition Representative” shall have the meaning set forth in the Cooperation Agreement.

“Community Benefits Fund” shall have the meaning set forth in Section 4.

“Cooperation Agreement” shall mean the Cooperation Agreement between Developer and the Coalition Organizations, to which this Community Benefits Program is attached.

“CPI” shall mean the Consumer Price Index for All Urban Consumers, All Items (New York-Northern New Jersey-Long Island, NY-NJ-CT-PA) as reported by the United States Department of Labor, Bureau of Labor Statistics.

“Developer” shall have the meaning set forth in the Cooperation Agreement.

“Effective Date” shall have the meaning set forth in the Cooperation Agreement.

“Employer(s)” shall mean any person, corporation, venture, partnership or other entity with twenty (20) or more Full-Time employees that regularly conducts any portion of its operations at the Project site pursuant to a lease, sublease, management agreement or other contract, provided, however, that the threshold for the number of employees that defines an “Employer” may be increased upon mutual agreement by Developer and the Community Council. Employers include, but are not limited to, Developer, lessees, sub-lessees and contractors. For purposes of this definition, “contractors” shall be limited solely to entities with contracts to provide staffing for an Employer's regular operations on-site, and shall not apply to any other contracts for labor or

services, or to any temporary staffing provided as coverage for any leave of absence by an Employer's employee (such as family leave or medical leave).

“First Source Hiring Policy” shall have the meaning set forth in Section 8.

“First Source Referral System” shall have the meaning set forth in Section 8.

“FLSA” shall mean the Fair Labor Standard Act of 1938, as amended.

“Full-Time” shall mean those employees designated by Developer or any Employer as “Full-Time” and who work at least thirty (30) hours work per week and shall include paid time off and healthcare benefits.

“Hiring Corrective Action Plan” shall have the meaning set forth in Section 7(b).

“Housing Ambassadors” shall mean community-based service providers that assist people in preparing and applying for affordable housing lotteries through the Housing Ambassador Program of HPD.

“Housing Connect” shall mean the New York City Housing Connect Portal maintained by HPD and the New York City Housing Development Corporation.

“HCR” shall mean New York State Homes and Community Renewal, the State’s affordable housing agency.

“HPD” shall mean the New York City Department of Housing Preservation and Development.

“HUD” shall mean the U.S. Department of Housing and Urban Development.

“Initial Contribution” shall have the meaning set forth in Section 4.

“LEED” shall mean Leadership in Energy and Environmental Design.

“Live events operator” shall mean a potential tenant of the Armory that intends to put on major live events in excess of 10,000 or more participants.

“Living Wage Law” shall mean the Fair Wages for New Yorkers Act (Local Law 37 of 2012, NYC Administrative Code Section 6-134).

“Local 79” shall mean the Construction and General Building Laborers’ Local 79.

“Local Action Hiring Plan” shall have the meaning set forth in Section 7(c).

“Local Business” shall mean any business with a primary business operation or address in the borough of the Bronx, City of New York and at least fifty-one percent (51%) of whose employees are residents of the borough of the Bronx, New York City and are employed Full Time.

“Local Procurement Plan” shall have the meaning set forth in Section 5.

“M/WBE” shall mean any business that is at least fifty-one percent (51%) owned, controlled and operated by U.S. citizen(s) or permanent resident(s) who are member(s) of a designated minority group(s) including members of the minority groups set forth in Schedule 2(a) or a woman or women. Such business must have a real and substantial presence in the City, which means that it must either be located in the City or in one of the following counties: Nassau, Putnam, Rockland, Suffolk or Westchester counties in New York or Bergen, Hudson or Passaic counties in New Jersey. Businesses located outside the City must have a significant tie to the City’s business community (e.g. have derived at least twenty-five percent (25%) of its gross receipts from business conducted in the City, possess a license issued by the City) in accordance with New York State Executive Law Article 15-A, 5NYCRR, Part 140-144. M/WBEs count as either minority or female-owned businesses, but not both.

“NWBCCC” shall mean the Northwest Bronx Community and Clergy Coalition, Inc..

“Party” shall have the meaning set forth in the Cooperation Agreement.

“Pathways to Apprenticeship” shall mean Pathways to Apprenticeship, Inc., a Direct Entry pre-apprenticeship program which recruits, trains, and mentors people from low-income communities for placement and success in union construction apprenticeship programs in New York City and Westchester County.

“Phase 1” shall mean the renovation and adaptive reuse of the Armory located on Bronx Block 3247, Lot 2.

“Phase 2” shall mean the construction of a new mixed use development with affordable housing on Bronx Block 3247, Lot 10.

“Procurement Corrective Action Plan” shall have the meaning set forth in Section 5.

“Procurement Liaison” shall have the meaning set forth in Section 4.

“Project” shall have the meaning set forth in the Cooperation Agreement.

“Project Operations” shall mean the period after opening of the Project and throughout the duration of Developer’s lease with Agency.

“Program” shall mean this Community Benefits Program.

“Rapid Charging Station” shall mean a Level 3 or higher charging station for electric vehicles that uses a high-power direct current supply to quickly charge an electric vehicle’s battery.

“Targeted Job Applicants” shall have the meaning set forth in Section 7(a).

“Term Sheet” shall mean a document from HPD that outlines the key financial, operational and regulatory terms for a specific housing program or financing initiative.

APPENDIX 1

KINGSBRIDGE ARMORY FIRST SOURCE HIRING POLICY

I. PURPOSE.

The purpose of this First Source Hiring Policy is to facilitate the employment of targeted job applicants by employers in Phase 1 of the Kingsbridge Armory Project. It is a goal of this First Source Hiring Policy that the First Source Referral System contemplated herein will benefit local residents by connecting them with employment opportunities at the Armory, and benefit Employers in Phase 1 by providing a pool of qualified job applicants tailored to the needs of Employers in the project through a nonexclusive referral system.

II. DEFINITIONS

As used in this policy, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“City” shall mean the City of New York and any of its departments and/or agencies.

“Community Benefits Program” shall mean for purposes of this policy, the community benefits program for Phase 1 (as defined below) set forth in Exhibit A of the Cooperation Agreement, entered into by 8th Regiment Partners LLC and the Coalition Organizations as of October 29, 2025.

“Developer” shall mean 8th Regiment Partners LLC, and shall include its successors and assigns.

“Phase 1” shall mean the renovation and adaptive reuse of the Armory located on Bronx Block 3247, Lot 2.

“Project” shall have the meaning set forth in the Cooperation Agreement.

“Employer(s)” shall mean any person, corporation, venture, partnership or other entity with twenty (20) or more Full-Time employees that regularly conducts any portion of its operations at the Project site pursuant to a lease, sublease, management agreement or other contract, provided, however, that the threshold for the number of employees that defines an “Employer” may be increased upon mutual agreement by Developer and the Community Council. Employers include, but are not limited to, Developer, lessees, sub-lessees and contractors. For purposes of this definition, “contractors” shall be limited solely to entities with contracts to provide staffing for an Employer's regular operations on-site, and shall not apply to any other contracts for labor or services, or to any temporary staffing provided as coverage for any leave of absence by an Employer's employee (such as family leave or medical leave).

“First Source Referral System” shall mean the system developed and operated to implement this First Source Hiring Policy, and the nonprofit organization operating it.

“Targeted Job Applicants” shall mean job applicants described in Section IV.D, below.

III. EMPLOYER RESPONSIBILITIES

A. **Coverage.** This First Source Hiring Policy shall apply to hiring by Employers for all jobs for which the work site is located within Phase 1 of the Project, except for jobs for which hiring procedures are governed by a project labor agreement or other labor agreement which conflicts with this First Source Hiring Policy.

B. **Goal.**

1. **Targeted Job Applicants** shall mean:

- a) **First Priority.** Residents of the following geographic areas: all of Bronx Community Board 5 (“CB5”), Bronx Community Board 6 (“CB6”), Bronx Community Board 7 (“CB7”), and Bronx Community Board 8 (“CB8”). Residents from these geographic areas shall be considered **First Priority Targeted Job Applicants**.
- b) **Second Priority.** All other residents of the Bronx. Residents from this geographic area shall be considered **Second Priority Targeted Job Applicants**.

2. **Hiring Goals.**

- a) **During Construction.** Each Employer shall make best efforts to:
 - (1) Employ at least twenty-five percent (25%) of its employees from the Targeted Job Applicants during construction of the Project until substantial completion.
 - (2) Award twenty-five percent (25%) of the funds spent on employees performing construction of the Project to M/WBE businesses located in the Bronx.
- b) **During Operations.** Each Employer shall make best efforts to employ:
 - (1) At least fifty-one percent (51%) of its employees from the First Priority Targeted Job Applicants.
 - (2) At least seventy-five percent (75%) of its employees from the First and Second Priority Targeted Job Applicants.

3. **Compliance with First Source Hiring Policy.**

- a) **Based on meeting Hiring Goals for Targeted Job Applicants.** Any Employer who has met the Hiring Goals for Targeted Job Applicants (whether referred by the First Source Referral System or not), shall be deemed to be in compliance with this First Source Hiring Policy for all hiring during that six-month period.
- b) **Based on compliance with First Source Hiring Policy.** Any Employer who has complied with the provisions of this First Source Hiring Policy shall be deemed to be in compliance with this First Source Hiring Policy even if it has not met the Hiring Goals during a particular six-month period. Determination of Employer’s compliance with the First Source Hiring Policy shall be in the sole good-faith discretion of the Community Council.

C. **Hiring Process.**

1. **Creation of Local Hiring Action Plans.** Within six (6) months following execution

of a lease by Developer and Employer for space within the Project – or, prior to project opening, at least six (6) months before construction of the Project commences – the Employer shall present to the First Source Referral System and the Community Council a Local Hiring Action Plan that includes projections of the number and types of positions that the Employer anticipates needing to create during that year, the basic qualifications anticipated to be necessary for those jobs, and the activities the Employer intends to undertake to achieve the Hiring Goals of Section III.C.2, including any targeted recruitment, training or workforce development activities the Employer may undertake. Where feasible the Employer shall also include in its LHAP salary expectations, anticipated work schedule, duration of employment, and any other information about the anticipated positions that would enable the First Source Referral System to shape its recruitment, training and referral activities to meet the needs anticipated by the Employer. The Employer shall make modifications to the Local Action Hiring Plan upon reasonable request by the Community Council and/or First Source Referral System. Each Employer shall present an updated LHAP to the First Source Referral System and Community Council annually at least three (3) months before the end of the calendar year. Employers may refer to Section 7(a) of the Community Benefits Program for Phase 1 for additional details and requirements regarding the creation of LHAPs.

2. **Notification of job opportunities.** Prior to hiring for any job for which the job site will be in the Project, the Employer will notify the First Source Referral System of available job openings and provide job descriptions, required qualifications, salary, schedule, duration of employment, and any specific requirements (e.g. standard of appearance, language skills, drivers' license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties, in the reasonable discretion of the Employer.
3. **Referrals.** The First Source Referral System will, as quickly as possible, refer to the Employer Targeted Job Applicants who meet the Employer's qualifications. The First Source Referral System will also, as quickly as possible, provide to the Employer an estimate of the number of qualified applicants it will refer.
4. **Exclusive Period of Consideration for Targeted Job Applicants.** When making hires, the Employer will consider only Targeted Job Applicants for a thirty day period following the notification of job opportunities.
5. **Non-Exclusive Referral System.** During such periods the Employer may hire Targeted Job Applicants recruited or referred through any source.
6. **Hiring Practices.** During the Exclusive Period of Consideration, the Employer will use ordinary hiring practices (such as interviews) to consider all Targeted Job Applicants, including those referred by the First Source Referral System. The Employer shall make good faith efforts to fill all available positions with Targeted Job Applicants, during and after the Exclusive Period of Consideration. If at the conclusion of the Exclusive Period of Consideration the Employer has been unable to fill all openings

with Targeted Job Applicants, the Employer may commence other recruitment methods and may hire any applicant recruited or referred through any source.

7. Hiring Corrective Action Plans

- a) In the event an Employer has not met the Hiring Goals during a particular six-month period, the Community Council may require the Employer to meet and confer with the Community Council and provide reasons it has not met the goals, and the Community Council may determine whether the Employer has nonetheless adhered to this Policy.
- b) If the Community Council determines that the reasons provided by the Employer are inadequate, the Community Council may require the Employer to develop, within two (2) weeks of receipt of the Community Council's determination, a corrective action plan (the "**Hiring Corrective Action Plan**") which outlines the steps such Employer will take during the following six (6) months to achieve the Hiring Goals.
- c) If the Employer fails to provide timely a HCAP or fails to take the steps set forth in such HCAP in a timely manner, the Community Council may cause such Employer to engage in a Hiring Corrective Action Plan developed by the Community Council.

IV. RESPONSIBILITIES OF FIRST SOURCE REFERRAL SYSTEM

The First Source Referral System will perform the following functions related to this First Source Hiring Policy:

- A. Receive Employer notification of job openings, initiate recruitment and pre-screening activities, and provide an estimate to Employers of the number of qualified applicants it is likely to refer, as described above.
- B. Recruit Targeted Job Applicants to create a pool of applicants who match Employer job specifications.
- C. Coordinate with community-based job training organizations to identify and coordinate trainings targeted toward specific needs identified by Employers.
- D. Screen and refer Targeted Job Applicants according to qualifications and specific selection criteria submitted by Employers.
- E. Maintain contact with Employers with respect to Employers' hiring decisions regarding applicants referred by the First Source Referral System.

V. REPORTING REQUIREMENTS

- A. **Quarterly.** Employer shall notify Developer of the number of qualified First Priority and Second Priority Targeted Job Applicants (by job classifications) hired, and total number of employees and independent contractors hired.
- B. **Annually.** Employer shall submit to Developer an annual report detailing their employment of qualified First Priority and Second Priority Targeted Job Applicants.

EXHIBIT B: COMMUNITY BENEFITS PROGRAM PHASE 2

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1. PURPOSE

The purpose of this Community Benefits Program for Phase 2 of the Kingsbridge Armory Project is to provide for a coordinated effort between the Coalition Organizations and the Developer to maximize the benefits of the project to the Bronx community. This Community Benefits Program is agreed to by the Parties in connection with, and as a result of, the Cooperation Agreement to which it is attached.

2. COMMUNITY COUNCIL

(a) **Purpose.** As soon as is practicable upon signing of the Cooperation Agreement, Coalition Organizations shall convene a working group of community representatives (the “**Community Council**”) to provide oversight of, and participate in activities related to implementation of, this Program.

(b) **Members.**

(i) *Composition and Number.* The Community Council shall include between 13 and 15 members, including one (1) representative from each of the following groups and constituencies:

- (1) Faith-Based Institutions
- (2) Cultural Organizations
- (3) Community Development Corporations
- (4) Small Businesses
- (5) Labor
- (6) Youth
- (7) Non-Profit Organizations
- (8) New York City Housing Authority residents
- (9) Bronx Community Land Trust
- (10) Northwest Bronx Community and Clergy Coalition, Inc.
- (11) Developer
- (12) CB7 (non-voting member)
- (13) The offices of the Council Member for District 14 (non-voting member).

(ii) *Selection.*

- (1) Groups 1-8
 - (a) For the first term, Coalition Organizations shall have sole authority to determine initial representatives from groups (1)-(8) listed above, through a process determined by the Coalition Organizations.
 - (b) For subsequent terms, NWBCCC shall have sole authority to determine representatives for three (3) of the groups, and the Community Council shall select the remaining members through a process to be determined by the Council.
- (2) Groups 9-13 shall have sole authority to determine their own representatives.

(iii) *Terms.*

- (1) The term of initial representatives to the Community Council shall be five (5) years.
- (2) Thereafter, terms shall be four (4) years.

- (iv) *Removal and Resignation.*
 - (1) Removal. The party who has the right to designate a member to the Community Council may remove any of its members of the Community Council at any time for cause or without cause, and/or may fill any of its vacancies on the Community Council, per above composition, arising at any time and from any cause.
 - (2) Resignation. Any member of the Community Council may resign from office at any time. Such resignation must be made in writing and will take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Community Council. The acceptance of a resignation by the Community Council will not be necessary to make it effective.
- (c) **Advisory Committees.** The Community Council shall have the authority to create advisory committees consisting of members of the Community Council and other community stakeholders to support the effective implementation of the Community Benefits Program. This shall include convening a Local Procurement Advisory Committee to collaborate with Developer to create and implement Local Procurement Action Plans as described in Section 5.
- (d) **Governance.** The governance of the Community Council shall be collectively determined by its members, with the intention that the Community Council shall be a cooperative and inclusive body with a mission and objectives consistent with the objectives of this Community Benefits Program.
- (e) **Staffing.** NWBCCC shall designate one (1) staff member to provide coordination and support for the Community Council.
- (f) **Reporting Cadence.**
 - (1) Quarterly. The Developer shall provide quarterly informal written updates to the Community Council related to compliance with the Program. The Developer shall meet with the Community Council regarding these quarterly updates, and these meetings shall be open to members of the public, who shall be given opportunities to ask questions and share concerns and ideas.
 - (2) Annual. The Developer shall provide a written annual report to the Community Council related to compliance with the Program, including information about living wages, full-time positions, retention and advancement as set forth in Section 5(c)-(d), hiring of Targeted Job Applicants as set forth in Section 7(b)(ii), and information and data related to local procurement as set forth in Section 5(g). Developer shall make the annual report available to the public, including on Developer's website. Developer shall present the major findings of each annual report during a presentation co-hosted by the Developer and Community Council at the Armory, where members of the public shall be given opportunities to ask questions and share concerns and ideas.

3. **LABOR COMMITMENTS FOR PHASE 2**

- (a) **Operations.** Developer shall work with 32BJ for Phase 2 building operations to cover janitorial, maintenance, security, and other operations staff. The Developer

shall require that its property management contractor adheres to the same labor standards and maintain neutrality with respect to organizing drives under 32BJ.

- (b) **Phase 2 Construction.** Developer shall enter into a Project Labor Agreement with Local 79 only for all demolition, site preparation, and construction work associated with Phase 2 affordable housing construction. The agreement will have commitments to prioritize Bronx residents for apprenticeship and union entry. Developer will seek additional sources of funding that would enable union labor for all aspects of the Phase 2 affordable housing construction as described further in Section 6(d) below.

4. LOCAL PROCUREMENT

- (a) **Purpose.** The purpose of this Section 4 is to facilitate the development, implementation, and monitoring of a local procurement plan (the “**Local Procurement Plan**”) that achieves the Local Business procurement targets identified in this Section 4.
- (b) **Staffing.** Developer shall designate a staff member (the “**Procurement Liaison**”) whose responsibilities include coordinating with the Community Council, Coalition Organizations and other community stakeholders to support local procurement, including by developing and leading implementation of Local Procurement Action Plans as described in Section 4(e).
- (c) **Local Procurement Goals.**

- i. *Commencement of and During Construction.* At the commencement of and throughout the duration of construction of the Project, Developer shall make best efforts to ensure that:
 - 1. At least fifty percent (50%) of procurement of materials, goods and services for the Project comes from Local Businesses.
 - 2. At least twenty-five percent (25%) of procurement of materials, goods and services for Phase 1 comes from M/WBE businesses.

As part of this commitment, Developer shall make commercially reasonable efforts to structure contracts in a manner that facilitates the meaningful participation of Bronx-based businesses (for instance, by breaking down large contracts into smaller scopes).

- ii. *During Operations.* Following the project opening:
 - (1) Developer goals. Developer shall make best efforts to award procurement contracts in a manner that achieves at least fifty percent (50%) of total procurement for building operations and management (including materials, goods and services) from Local Businesses.
 - (2) Employer goals. Employers other than Developer shall make commercially reasonable efforts to award procurement contracts in a manner that achieves:
 - . At least fifty percent (50%) of total procurement of materials, goods and services from Local Businesses.
 - . At least twenty-five (25%) of total procurement of materials, goods and services from M/WBE businesses.
 - (2) For purposes of this Section 4, "services" shall not include labor or trades.

- ii. *Exclusion of certain tenants to ensure local businesses are prioritized.* In order to encourage visitors to the Armory to support Local Businesses, including restaurants, Developer shall not lease space to:
 - (1) Any chain fast food stores or vendors, including McDonald's, Starbucks, Chick Fil-A, Taco Bell, Wendy's, Dunkin Donuts, Burger King, Subway, Chipotle, Domino's, Shake Shack, or
 - (2) Any other business considered by relevant trade associations to be in the top 10 fast food restaurants.
- (d) **Directory of Local Businesses.** In line with Section 1(c) of the Cooperation Agreement, the Developer shall, in their contract with any Employer, include a list or directory of Local Businesses as a preferred source list for procurement (the "Local Business Directory"). Developer shall periodically (and at a minimum, annually) share an updated Local Business Directory with all Employers. Developer shall integrate suggestions from the Community Council into this list.
- (e) **Creation of Local Procurement Action Plans.**
 - i. *Prior to and during construction.* At least six (6) months before construction of the Project commences, Developer shall create an initial Local Procurement Action Plan in collaboration with the Local Procurement Advisory Committee, Community Council and other organizations designated by the Coalition Organizations. Each Employer shall provide to Developer a list of goods and services it has procured and intends to procure in connection with the Project to inform the development of the initial LPAP. The Developer will make this list visible to the Community Council within a reasonable time. This LPAP shall describe the activities Developer will undertake to achieve the Local Procurement Goals of Section 4(c)(i). If the Community Council has any questions or proposed modifications to the initial LPAP, it must raise such questions or proposed modifications at least four (4) months before construction of the Project commences. Developer shall work with the Employer to make modifications to the initial LPAP upon reasonable request by the Community Council as soon as practicable, and no later than three (3) months before construction of the Project commences.
 - ii. *During Project operations.* At least annually, each Employer shall provide to Developer updated lists of anticipated procurement needs, and Developer shall create and provide to the Community Council an updated LPAP that describes the activities Developer and all Employers will undertake to achieve the Local Procurement Goals of Section 4(c)(ii). As part of the creation of annual LPAPs, Developer's Procurement Liaison may request from the Local Procurement Advisory Committee an updated list of Local Businesses and other suggestions for actions to achieve the Local Procurement Goals. The annual LPAP shall be created and presented to the Community Council at least three (3) months before the end of the calendar year. Within a reasonable time, Developer shall allow for dialogue between Developer, Employer, and Community Council and correction of the LPAP in such a manner.

- (f) **Implementation Activities.** Developer shall support each Employer to fulfill implementation activities identified in each year's LPAP. Such implementation activities must include, but are not limited to, engaging in targeted outreach to Local Businesses and M/WBEs in advance of solicitation for goods, materials and services purchased by the Project.
- (g) **Reporting and Oversight.**
- i. *Prior to and during construction.* Developer's Procurement Liaison shall meet with the Community Council on a quarterly basis to monitor implementation of the initial LPAP and report on progress toward the Local Procurement Goals of Section 4(c)(i). Such reports shall be disaggregated by Bronx-based, New York-based, and M/WBE vendors.
 - ii. *During Project Operations.* Developer's Procurement Liaison shall meet with the Community Council on an annual basis to monitor implementation of that year's LPAP and report on progress toward the Local Procurement Goals of Section 4(c)(ii). Such reports shall be disaggregated by Bronx-based, New York-based, and M/WBE vendors.
- (h) **Corrective Action Plan.**
- i. If any Employer fails to meet the targeted procurement numbers set forth in Section 4(c), or fails to fulfill implementation activities identified in the Local Procurement Action Plan, during any reporting period, the Community Council may require Developer to provide reasons such Employer has not met the applicable requirements and the Community Council may determine whether such reasons are adequate so as to not pursue any remedy set forth herein or otherwise available. For the avoidance of doubt, the following reasons shall be deemed adequate: that Employer solicited all applicable businesses on the then-current Local Business Directory and such businesses either was not able to provide such goods, materials or services or could not provide such goods, materials or services in a timely manner.
 - ii. If the reasons provided by Developer are determined to be inadequate by the Community Council, Developer shall work with Employer to develop as quickly as practicable (but in any event within sixty (60) days of such failure to achieve targeted procurement numbers for any reporting period) and provide to the Community Council for review, a corrective action plan (the "**Procurement Corrective Action Plan**") which outlines the steps such Employer will take during the following six (6) months to achieve the Local Procurement Goals of Section 4(b).
 - iii. If Developer fails to provide timely a Procurement Corrective Action Plan for Employers or fails to take the steps set forth in such Procurement Corrective Action Plan in a timely manner, the Community Council can mandate such Developer to enact a Procurement Corrective Action Plan developed by the Community Council.
 - iv. If Developer fails to complete such Procurement Corrective Action Plan for a year, either the Community Council or each Coalition Organization may seek any additional remedy available at court or in equity, including the enforcement actions described in Section 3 of the Cooperation Agreement.

- v. Developer shall allow for dialogue between Developer, Employer, and Community Council for the duration of the process described in this Section 4(h).

5. **COMMERCIAL SPACE**

Subject in all respects to HPD's approval, Developer shall:

- (a) Reserve between seventeen thousand five hundred (17,500) and twenty thousand (20,000) square feet of ground floor space in the Phase 2 development as commercial space.
- (b) Prioritize Local Businesses, and in particular businesses at risk of displacement from the Kingsbridge Commercial Corridor or those that have already been displaced from the Kingsbridge Commercial Corridor, for ground-floor retail space.
- (c) Work with the Community Council to identify appropriate tenants for this space.
- (d) Set first year rental rates at a thirty percent (30%) reduction of market rate rents.
- (e) Work with the Community Council to develop a mechanism for rental rates beyond the first year that helps to ensure affordable rents in the long term (for instance, through set annual incremental increases).
- (f) Provide a free password-protected high-speed network for business tenants of this space and shall ensure the same quality of service across the networks.

6. **ENVIRONMENTAL JUSTICE**

Developer is committed to providing exceptional environmental standards. As such, Developer shall ensure that the Phase 2 affordable housing adhere to high environmental standards, including:

- (a) Developer commits that the Phase 2 affordable housing will have an all-electric design for all heating and hot water systems, excluding any emergency power and/or generator requirements as required and in compliance with all applicable law.
- (b) Developer will comply with the Enterprise Green Communities Program or such successor program that HPD or such other affordable housing finance agency requires, in addition to seeking and obtaining either (but not both) Passive House or LEED Gold Certification.
- (c) Developer shall provide the Community Council with regular reporting on the building's energy matrix once the Certificate of Occupancy is received and the building is fully occupied and operational.

7. **AFFORDABLE HOUSING**

(a) **Deep Affordability & Income Targeting.**

- i. Developer shall use the most deeply affordable rental housing term sheet available from HPD at the time permanent or construction financing closes, subject to the approval of HPD.
- ii. Developer shall advocate to HPD to provide additional subsidy in order to implement a greater share of units at the Extremely Low Income (0-30% AMI) and Very Low Income (31-50% AMI) thresholds than required by that term sheet, with the goal of achieving:

- (1) 30% of units for Extremely Low Income households (0-30% AMI).
 - (2) 30% of units for Very Low Income households (31-50% AMI).
- (b) **Family-Sized Units.** Developer shall advocate to HPD that fifty percent (50%) of all housing units have two (2) bedrooms or more, subject to the approval of HPD.
- (c) **Prioritization of Local Residents.**
 - i. *Community Outreach.* Before opening the Phase 2 housing lottery on Housing Connect, Developer shall conduct targeted community outreach to support the local community to access units. This shall include providing at least ninety (90) days advance notice of the lottery launch to the Community Council, to local Housing Ambassadors (including the Kingsbridge Heights Community Center, BronxWorks, and the Bronx Community Health Network) and to other community stakeholders identified by the Community Council.
 - ii. *Application Support.* Developer shall host a minimum of five (5) public workshops in partnership with the Community Council to assist local residents in completing Housing Connect applications once the lottery goes live.
 - iii. *Set-Aside.* To the maximum extent permissible by HPD and all applicable laws, Developer will set aside units for, or create a preference within the lottery for, residents of CBs 5, 6, 7 and 8.
- (d) **Union Labor and Prevailing Wages.**
 - i. *Construction.*
 - (1) Developer shall provide to the Community Council financial modeling that details the funding gap between financial sources committed and what would be required to support the exclusive use of union labor for every aspect of the affordable housing construction as of commencement of the underwriting process with HPD or at the Phase 1 closing, whichever date is sooner .
 - (2) Developer shall, with the cooperation of the Coalition Organizations and Community Council, identify potential sources of additional funding that may enable full union labor for construction, and where financially feasible apply for such sources, including but not limited to the AFL-CIO Housing Investment Trust, HCR's Housing for the Future program, HUD grants including Economic Development Initiative Community Project Funding and Community Development Block Grants, and any additional sources identified by the Community Council.
 - (3) Developer shall disclose the results of all such funding pursuits and awards to the Community Council.
 - ii. *Building Operations.* Developer shall work with 32BJ for building operations to cover janitorial, maintenance, security, and other operations staff.
- (e) **Term of Affordability.**
 - i. *Regulatory period.* Developer shall maintain affordability over HPD's maximum allowable regulatory period, as specified in the subsidy term sheet or regulatory agreement.

- ii. *Post regulatory period.* Following expiration of HPD’s affordability requirement, Developer shall for the duration of Developer’s ground lease with City and any renewal leases, maintain all housing units as housing affordable at the same or lower AMI levels required during the term of HPD’s affordability requirement.

8. DEFINITIONS

As used in this Community Benefits Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form. Any capitalized terms not specifically defined in this Exhibit B shall have the meanings as set forth in the Cooperation Agreement.

“**32BJ**” or “**32BJ SEIU**” shall mean the Service Employees International Union, Local 32BJ.

“**AFL-CIO**” shall mean the American Federation of Labor and Congress of Industrial Organizations

“**AMI**” shall mean the Area Median Income for New York City, defined each year by the U.S. Department of Housing and Urban Development.

“**Armory**” shall have the meaning set forth in the Cooperation Agreement.

“**City**” shall mean the City of New York and any of its departments and/or agencies.

“**Coalition Organization(s)**” shall mean the organizations, other than the Developer, that are Parties to the Cooperation Agreement.

“**Community Council**” shall have the meaning set forth in Section 3.

“**Cooperation Agreement**” shall mean the Cooperation Agreement between Developer and the Coalition Organizations, to which this Community Benefits Program is attached.

“**Developer**” shall have the meaning set forth in the Cooperation Agreement.

“**Employer(s)**” shall mean any person, corporation, venture, partnership or other entity with twenty (20) or more Full-Time employees that regularly conducts any portion of its operations at the Project site pursuant to a lease, sublease, management agreement or other contract, provided, however, that the threshold for the number of employees that defines an “Employer” may be increased upon mutual agreement by Developer and the Community Council. Employers include, but are not limited to, Developer, lessees, sub-lessees and contractors. For purposes of this definition, “contractors” shall be limited solely to entities with contracts to provide staffing for an Employer’s regular operations on-site, and shall not apply to any other contracts for labor or services, or to any temporary staffing provided as coverage for any leave of absence by an Employer’s employee (such as family leave or medical leave).

“**FLSA**” shall mean the Fair Labor Standard Act of 1938, as amended.

“Full-Time” shall mean those employees designated by Developer or any Employer as “Full-Time” and who work at least thirty (30) hours work per week and shall include paid time off and healthcare benefits.

“Housing Ambassadors” shall mean community-based service providers that assist people in preparing and applying for affordable housing lotteries through the Housing Ambassador Program of HPD.

“Housing Connect” shall mean the New York City Housing Connect Portal maintained by HPD and the New York City Housing Development Corporation.

“HCR” shall mean New York State Homes and Community Renewal, the State’s affordable housing agency.

“HPD” shall mean the New York City Department of Housing Preservation and Development.

“HUD” shall mean the U.S. Department of Housing and Urban Development.

“LEED” shall mean Leadership in Energy and Environmental Design.

“Local 79” shall mean the Construction and General Building Laborers’ Local 79.

“NWBCCC” shall mean the Northwest Bronx Community and Clergy Coalition, Inc.

“Party” shall have the meaning set forth in the Cooperation Agreement.

“Phase 1” shall mean the renovation and adaptive reuse of the Armory located on Bronx Block 3247, Lot 2.

“Phase 2” shall mean the construction of a new mixed use development with affordable housing on Bronx Block 3247, Lot 10.

“Project” shall have the meaning set forth in the Cooperation Agreement.

“Program” shall mean this Community Benefits Program.

“Term Sheet” shall mean a document from HPD that outlines the key financial, operational and regulatory terms for a specific housing program or financing initiative.



City of New York
DEPARTMENT OF
HOUSING PRESERVATION AND DEVELOPMENT
100 GOLD STREET, NEW YORK, N.Y. 10038
nyc.gov/hpd

AHMED TIGANI
Acting Commissioner

October 29, 2025

Dear Council Member Sanchez,

Thank you for your partnership on the Kingsbridge Armory project. In conjunction with the Points of Agreement with the Economic Development Corporation, Phase 2 of the Kingsbridge Armory redevelopment will include up to 500 units of deeply affordable housing. In order to support this work, as well as housing opportunities in the broader Kingsbridge community, the following commitments will be delivered by 8th Regiment Partners as well as the New York City Department of Housing Preservation & Development (HPD).

Family-Sized Units

As stated in 8th Regiment Partners LLC's October 28, 2025 letter to Council Member Sanchez (see Appendix #1) the Developer has committed to seek up to 50% of the total dwelling units as 2- and 3-bedroom units while complying with HPD's applicable term sheet requirements at the time of closing. The Developer will work collaboratively with the City's Department of Housing Preservation and Development (HPD) and other relevant government agencies to advance a project that achieves this goal to the extent feasible. As noted in the letter, final unit mix, ratios, and project approvals will be determined through HPD's underwriting process and are subject to financial feasibility.

Timeline: Developer Commitment Letter Completed October 28, 2025

Funding Amount: Consistent with HPD term sheets

Funding Type: Capital

Agency Responsible: HPD

Partners in Preservation

As part of its *City of Yes for Housing Opportunity* commitments in late 2024, the City agreed to fund HPD's Partners in Preservation program "over the next ten years." The program will remain funded through 2030 and HPD will make best efforts to ensure tenant organizing groups working in Bronx Community Districts 5 and 7 are supported through FY35, ensuring that tenants have access to organizing resources, know-your-rights workshops, and support in preventing displacement and maintaining safe, affordable housing.



Timeline: Present - FY35

Homeownership Support

HPD will organize and host comprehensive resource fairs in the Kingsbridge neighborhood on an annual basis for the next three years to promote the HomeFirst down payment assistance program, which helps first-time homebuyers with down payment and closing costs. The fairs will also feature information about other relevant homeownership programs, including the Plus One ADU program, HomeFix, foreclosure prevention, and other supportive services. Additionally, HPD's community outreach teams will partner with local community-based organizations to conduct targeted outreach and promotional campaigns that raise awareness about these programs for both current and prospective homeowners. including information about online educational classes about the program and prepare prospective homebuyers for the home purchasing process.

Timeline: Q1 2026 – Q4 2028

Agency Responsible: HPD

Living Library at Francis Martin

The City acknowledges that capital needs at the Francis Martin library are extensive and require action. The City, HPD, and the New York Public Library will evaluate the feasibility of transforming Francis Martin library into a potential “Living Library” redevelopment project. This analysis will determine if a “Living Library” project is deemed feasible at this site. The study will also lay out multiple scenarios for the redevelopment if a project is deemed feasible. Once complete, the City will submit the study to the Speaker and local Council Member. If the study determines that there is no feasible development scenario, the City will explore funding solutions to meet the library’s critical capital needs.

Timeline: Winter 2026

Sincerely,



Ahmed Tigani
Acting Commissioner





Department of Transportation

Ydanis Rodriguez, Commissioner

October 29th, 2025

The Honorable Pierina Ana Sanchez
Council Member - District 14
2065 Morris Avenue
Bronx, New York 10453

Dear Council Member Sanchez:

Thank you for your partnership on the Kingsbridge Armory project. In conjunction with the Points of Agreement with the Economic Development Corporation, the following commitments outline ongoing and planned improvements to intersections and corridors throughout the Kingsbridge area, representing significant investment in pedestrian safety, traffic calming, and streetscape enhancements that will benefit all community members.

Safe, accessible streets are fundamental to community wellbeing and economic vitality. The area surrounding the Kingsbridge Armory includes several high-traffic intersections and corridors that serve thousands of pedestrians, cyclists, transit riders, and motorists daily. As the Armory redevelopment brings additional activity to the neighborhood, it is critical that street infrastructure prioritizes safety—particularly for vulnerable road users including children, seniors, and people with disabilities

Safe Intersections

The City, through the Department of Transportation (DOT) and the Department of Design and Construction (DDC), is implementing a comprehensive program of intersection safety improvements throughout the Kingsbridge area. These projects address some of the neighborhood's most dangerous intersections and include a range of proven safety interventions such as expanded sidewalks, new crosswalks, traffic calming measures, improved street lighting, and enhanced greenery. To minimize impact to the surrounding neighborhood during Armory construction, DOT and DDC will coordinate with the Developer and align its project planning with the status of each priority intersection as follows:

Reservoir Avenue and West Kingsbridge Road

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extensions, bus pad installation, slight sidewalk reduction in limited areas, reconstruction of existing corner/sidewalk, and potential new or expanded green street areas to improve pedestrian safety near schools. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

University Avenue and West Kingsbridge Road

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extensions, reconstruction of existing corner/sidewalk, and proposed bus pad installation to enhance safety for students and families accessing



Department of Transportation

Ydanis Rodriguez, Commissioner

nearby schools. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

University Ave and Eames Place

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Webb Ave and Eames Place

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Webb Ave and West Kingsbridge Road

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Sedgwick Ave and West Kingsbridge Road

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

University Ave and Eames Place

DOT Project ID: Part of School Safety 4D Project (HWCSCH4D). Currently under construction with completion expected by the end of 2028. Project includes sidewalk extension and reconstruction of existing corner/sidewalk. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Grand Concourse and East Kingsbridge Road

DOT Project ID: Part of Grand Concourse Phase 5 Capital Project (HWXP136D). Currently under construction with completion expected by the end of 2028. Project includes new sidewalk construction, new planted areas, and reconstructed sidewalk to improve the pedestrian realm along this major corridor. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.



Grand Concourse and East 192nd Street

DOT Project ID: Part of Grand Concourse Phase 5 Capital Project (HWXP136D). Currently under construction with completion expected by the end of 2028. Project includes reconstructed sidewalk, new sidewalk construction, and new planted areas to beautify and improve pedestrian safety. DDC will prioritize this project to happen first to ease the burden on traffic flow for construction in the area.

Grand Concourse and East Fordham Road

DOT Project ID: Part of Grand Concourse Phase 5 Capital Project (HWXP136D). Currently under construction with completion expected by the end of 2028. This critical intersection will receive comprehensive safety and accessibility improvements.

West Burnside Avenue and Jerome Avenue

This intersection is set to be improved by the upcoming MTA Burnside Avenue elevator project, which is currently under construction. These improvements will enhance accessibility and pedestrian flow around the subway station entrance.

Sedgwick Avenue and West Fordham Road

DOT will continue to evaluate this location for appropriate safety interventions.

Jerome Avenue between West Kingsbridge Road and West Fordham Road

This corridor is currently being examined by DOT for potential safety and streetscape improvements. Project scope and timeline remain to be determined based on the findings of this assessment. DOT is beginning outreach in November 2025.

Grand Avenue and West Fordham Road

DOT continues to monitor conditions at this intersection.

University Avenue and West Fordham Road

DOT continues to monitor conditions at this intersection.

Kingsbridge Road between Grand Concourse and Bailey Avenue

Some of this corridor is encompassed under DOT Project HWXP136D (Grand Concourse Phase 5), which will bring comprehensive streetscape and safety improvements. The project is currently under construction and estimated to be completed by the end of 2028.

Sincerely,

A handwritten signature in black ink, appearing to read "Darisa Cruz", is positioned above the printed name.

Darisa Cruz
Acting Bronx Borough Commissioner
New York City Department of Transportation



NYC Parks

Jessenia Aponte
Borough Commissioner
Bronx

T 718.430.1801
F 718.430.1818

E Jessenia.aponte@parks.nyc.gov

City of New York
Parks & Recreation

Ranaqua
1 Bronx River Parkway
Bronx, NY 10462
www.nyc.gov/parks

October 29, 2025

Dear Council Member Sanchez,

Thank you for your partnership on the Kingsbridge Armory project. In conjunction with the Points of Agreement with the Economic Development Corporation, the following commitments outline ongoing and planned improvements to parks and open spaces throughout the area surrounding the Armory.

Aqueduct Walk Park

NYC Parks has been actively working on the design of the Aqueduct Walk, north of West Burnside Avenue. Subsurface testing of the site, which will help inform the design plans, along with a detailed study of the aqueduct structure, is currently underway. These results are needed before design plans can be further developed and finalized. For the Southern Segment of the Aqueduct Walk, the City is working on a Uniform Land Use Review Procedure (ULURP) to authorize an acquisition that will create a mid-block entrance, improving access and connectivity to this important linear park space.

Timeline: Phase 1 Design Completion Anticipated in Late 2026; ULURP Certification for Southern Segment Acquisition Anticipated in December 2025

Agency Responsible: NYC Parks

St. James Park

Partial reconstruction of St. James Recreation Center is currently underway, bringing improvements to park infrastructure and amenities. This limited scope project will improve public accessibility, flood resiliency, and safety throughout the Recreation Center. The scope includes structural repairs, lead and asbestos abatement, roof reconstruction, facade repairs, window and door replacement throughout, security cameras and fire alarm system, drainage improvements, flood mitigation measures, reconstruction of the men's and women's bathrooms, and creation of a new family bathroom.

To complement the improvements to the recreation center, NYC Parks will make additional investments to enhance programmatic amenities at St. James Park. Such additional enhancements will include additional drainage improvements to address ongoing flooding at the park and building, as well as addressing community concerns with the turf areas.

Timeline: Design start by FY29

Funding Amount: \$7,000,000

Funding Type: Capital

Agency Responsible: NYC Parks

Very truly yours,

Jessenia Aponte
Bronx Borough Commissioner

October 30, 2025

The Honorable Pierina Ana Sanchez
2065 Morris Avenue
Bronx, New York 10453

Dear Council Member Sanchez:

Thank you for your partnership on the Kingsbridge Armory project. In conjunction with the Points of Agreement with the Economic Development Corporation, the following commitment outlines ongoing and planned efforts to increase safety and youth support around the Kingsbridge Armory.

Expanding After-School Access and Youth Programming in District 14 and the West Bronx

The City, through the Department of Youth and Community Development (DYCD), commits to expanding youth and family programming in the Kingsbridge and Fordham area, centered on an expansion of the Saturday Night Lights (SNL) initiative. DYCD will work with the community to determine the most appropriate places to add SNL into the community—with the goal of expanding the City’s network of safe, structured, and enriching spaces for young people on Saturday nights throughout the year. These programs will reduce exposure to street violence, help youth to build positive relationships and connect youth to additional opportunities such as career pathways.

In addition, DYCD will prioritize new after-school seats, with a minimum of 100 children served through new opportunities in the COMPASS program, beginning in Fall 2026, as part of the Mayor’s After School for All initiative, with a shared goal of ensuring that low-income children (defined as those living at or below 200% of the Federal Poverty Level) in Council District 14 have access to affordable, high-quality after-school programs. DYCD is currently undertaking a procurement process for future allocation of after-school seats which will be driven by neighborhoods and schools with a high percentage of low-income children. The city acknowledges Council District 14’s population’s significant need for additional after school programming and will serve District 14 proportionally to its need.

Timeline: FY27-FY31

Funding Amount: \$200,000

Funding Type: Expense

Agency Responsible: DYCD

Sincerely,



Keith Howard