



CITY OF NEW YORK

**MANHATTAN COMMUNITY BOARD No. 4**

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**WALTER MANKOFF**  
Chair

**ANTHONY M. BORELLI**  
District Manager

May 5, 2005

Commissioner Shaun Donovan  
Dept. of Housing Preservation & Development  
100 Gold Street  
New York, NY 10038

**Re: Memorandum of Understanding with LeNoble Lumber Co., Inc.**

Dear Commissioner Donovan:

We write to express our support for the Memorandum of Understanding entered into as of April 22, 2005 between the City, your agency and LeNoble Lumber Co., Inc. (the "MOU").

LeNoble is a long-term commercial tenant of several City-owned properties scattered throughout the Clinton Urban Renewal Area (the "CURA"). The MOU will allow LeNoble's operations to be consolidated at a single location within the CURA. This, in turn, will allow three different residential development projects to move forward, and will allow LeNoble to maintain its operations within the CURA. Both will advance this Board's goals concerning development within the CURA, which include maximizing the amount of affordable housing while accommodating existing commercial, light manufacturing, cultural and non-profit institutions on site.

Specifically, the MOU provides that any future development on CURA Site 7 will include affordable housing and 25,000 square feet of space for LeNoble. It also provides, in the interim, temporary relocation space in the CURA to house LeNoble's operations pending development of Site 7.

The MOU includes the legally necessary language that it "is not a legally binding instrument" and does not create "any legally enforceable rights or obligations," though it also states that "the City and LeNoble will cooperate with one another and will use their good faith best efforts to bring the matters set forth [in the MOU] to fruition." Our endorsement of the MOU is conditioned on our expectation that the commitments made in the MOU will be kept.

We encourage HPD to pursue similar arrangements with the remaining CURA commercial tenants. Any such tenants that cannot, after diligent consideration, be accommodated within the plans for new development must be relocated to appropriate sites with existing zoning that will permit their continued operation. These relocation

S. Donovan

May 6, 2005

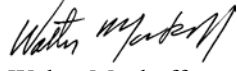
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sites need not be within the CURA but should, ideally, be as close to the CURA as possible, in order to minimize the disruption to the tenants' existing businesses.

Sincerely,



Walter Mankoff

Chair

Manhattan Community Board No. 4



Anna Hayes Levin

Co-Chair

Clinton/Hell's Kitchen Land Use

Committee



Simone Sindin

Co-Chair

Clinton/Hell's Kitchen Land Use

Committee

Cc: Matt Dienstag, LeNoble Lumber

McKinney Welding Co.

HPD: Barahona, Blatchford, McFadden, Ponce de Leon, Rosenberg, Warren

Elected Officials

Deleted: ; Other CURA commercial tenants; Others at HPD; Elected Officials