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Hon. Angie Master
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March 27, 2026

Re: West Park Presbyterian Church
165 West 86th Street, Manhattan
(Block 1217, Lot 1)
LPC 26-02776

Dear Chair Master:

Our firm represents the West Park Administrative Commission (“WPAC”) in regard to the referenced hardship application for the West Park Presbyterian Church (the “Church”), to allow the demolition of the Church’s existing building (the “Building”). This letter responds to the submission by Hiller, P.C. (“Hiller”), dated March 6, 2026 (the “Hiller Letter”), on behalf of The Center at West Park (the “Center”), in opposition to the hardship application.

The Hiller Letter repeats the same arguments that have been raised in the Center’s previous submissions opposing the application, and we believe we have answered these criticisms in our response on February 27, 2026, or in prior submissions. Part I of this letter summarizes the principal assertions of the Hiller Letter, and indicates a brief response, with reference to our prior submissions in which we have responded to these arguments.

Part II of this letter includes the following additional material:

- A response to the Commissioners’ request for data on the Church’s revenue and expenses for the applicable “test year,” which is the 12-month period ending August 31, 2025.
- A response to the Commissioners’ request for an explanation of why the Church has not been able to conduct the type of fundraising campaign conducted by St. Paul and St. Andrews United Methodist Church for the renovation of its building.

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- A response to the Commissioners' questions at the March 10, 2026 public meeting regarding the Church's past fundraising efforts and efforts to sell or lease the building.
- An analysis of why the statement of funds available to the Center for the renovation of the Building, in the letter from Mitchell Schamroth dated March 6, 2026, dramatically misstates the facts.
- An analysis of the information submitted by the Center regarding its purported expenditures on the Building.
- A copy of the Church's resolution approving formation of the Social Justice Fund.
- Responses from the Church's financial consultant, Stout, Inc., to the additional submissions of JLP+D, Leitner Berman, and Urban/Factors.
- An additional financial analysis prepared by Stout showing that even if with the limited exterior scope of work contemplated in the 2023 Old Structures estimate (\$9.1 million), plus a limited scope of interior tenant fit-out work, it would still not be possible for the Building to generate a reasonable return. This additional analysis is provided to address the continued discussion in these proceedings about the necessary scope of work to restore the Building. Stout also analyzes whether the annual value of the available development rights impacts any of the reasonable return analyses.

This letter refers to the Center, Hiller as their representative, and other parties affiliated with the Center who have commented on the Church's application as the "Opposition."



Part I: Hiller Letter Arguments

The points raised by the Hiller Letter and our responses are listed below.

I. **Whether the applicant has entered into a bona-fide agreement to sell the property that is contingent on the grant of the hardship application**

- The Hiller Letter restates the argument that the contract is not contingent on the hardship because the contract gives the purchaser the ability to waive the conditions to closing, including the condition that the hardship be granted. Hiller Letter at 3.

See Church February 27th response at 2.

As explained in our February 27th response letter, the existence of this waiver provision in the contract does not change the fact that the purchaser is not bound to go forward with the transaction unless the hardship is granted; this condition is not in the control of seller.

- The Hiller Letter asserts that the requirement is “clearly focused upon ensuring that the transactions pertaining to hardship applications are legitimate and genuine efforts to resolve intractable economic issues that have saddled the owners of landmarks with costs they cannot afford.” Hiller Letter at 5.

This statement in the Hiller Letter reflects Hiller’s own view of the purpose of the Landmarks Law. Even if this view of the statute’s purpose were correct, nothing about our interpretation of the statute is inconsistent with this purpose. The application materials submitted by the Church clearly demonstrate that the costs of maintaining its landmarked Building have bankrupted the West Park congregation and all but ended its mission. The Hiller Letter argues that our interpretation of the contract’s conditions violates contract interpretation and common law principles. These arguments are not relevant to the question of what the statute requires. The contract is clear that the purchaser is not bound to go forward with the transaction unless the hardship is granted.

- The Hiller Letter states “Having reviewed its prior decisions, we were unable to find a single instance in which the Commission granted a hardship application with respect



to a tax-exempt property and non-profit where the contract of sale permitted waiver of the hardship contingency requirement. Thus, any decision to grant such relief here would constitute a material deviation from the Commission's prior decisions, and a misapplication of the plain language of the Landmarks Law." Hiller Letter fn. 3.

This statement in the Hiller Letter is hyperbolic, and highly misleading.

There is very little precedent for the use of the hardship statute. Most of the recent hardship determinations by the Commission have involved the judicial test (e.g., *St. Vincent's Catholic Medical Centers*, LPC 08-8617; *Marymount School*, LPC 82217 and 82292; *St. Paul and St. Andrew*, LPC 89-1342), or have involved for-profit applicants (See, e.g., *Stahl / City and Suburban Homes*, LPC 127519; *Kiska Developers*, 351-353 Central Park West), neither of which is subject to the requirement that there be a contract contingent on the approval of a hardship.

In fact, the only case of which we are aware when the Commission applied this statute was in *St. Bartholomew's Church, Community House, Gardens and Terraces*, LPC 86-0345, in 1986. That case involved both the statutory test and the alternative judicial hardship test, which was applied after the Commission found that the applicant had not met the findings for the statutory test. In that case, the church had a contract to lease the site, but we have not sought to obtain the record from that case to review the contract.

Nevertheless, regardless of the details of the contract in that case, this single precedent hardly justifies the statement in the Hiller Letter that "any decision to grant such relief here would constitute a material deviation from the Commission's prior decisions."

II. Whether the Building is able to earn a reasonable return

- The Hiller Letter states that the financial analysis must look at the Building's actual performance during the test year, not a hypothetical analysis of what could have been earned. Hiller Letter at 6. Also see discussion in footnote 4, stating that the statute's direction to analyze the building as if "it were not exempt in whole or in part from real



property taxation” does not invite a discussion of hypothetical uses or financial performance.

See Church February 27th responses at 2-3.

In our February 27th response letter, we discussed the requirements of the statute, which directs the consideration of hypothetical scenarios that look at the costs of renovation and market rents for the space to determine whether a reasonable return, as defined in the statute, is achievable. The provisions of the Landmarks Law referenced in the Hiller Letter (Admin Code §25-302(c)) refers to the “earning *capacity*” [emphasis added] of the landmark building, to demonstrate whether the landmark building is “capable” of earning a reasonable return. The statute thus looks at the building’s potential, not its actual performance in the hands of a particular owner.

- The Hiller Letter states that the relevant test is the earning capacity of the landmark building, not the profit or loss incurred by the owner. It does not matter that the Center was the party that benefited financially from the Building’s performance. That just means the Church entered into a bad lease. “We recognize that the *Applicant* may not have reaped that economic benefit, but the Landmarks Law does not focus on an *owner’s* capacity to earn a profit.” “The Applicant failed to oversee the Landmark Building using “reasonably efficient and prudent management”” Hiller Letter at 7.

See Church February 27th Response at 4.

We do not disagree that the statutory test looks to the overall earning capacity of the building, not the specific monies received by the owner or the tenant. But that is a reason why the alternative financial analysis presented in the Opposition’s submissions is incorrect: because it looks only at the putative income to the owner, without considering any of the costs required to repair the Building. The Hiller Letter argues that this approach is appropriate because the Center as lessee had the responsibility to repair the Building. Our February 27th response letter explains this argument represents an improper bifurcation of the entity receiving income from the entity bearing costs, and that a proper analysis should look at the potential income and expenses of the Building, not divide the financial position of the different parties based on the particular provisions of a lease that expired in 2022. Moreover, Hiller seems to suggest



that it is the Church's fault that the Center failed to perform under the lease when it was in effect. This is an odd position given that the Center now represents that it has the capacity to repair the Building.

- The Hiller Letter states that “The property yielded a \$1.2 million profit in 2024, against a City-assessed value of \$3,804,750, which equals an ROI of 31.5%.” Hiller Letter at 7.

See Church February 27th response at 3, 5, 12, Exhibit E (WPAC Letter).

The JPL+D supplemental response echoes this point from the Hiller Letter, arguing that the Church's financial analysis dismissed “\$600,000 profit-sharing revenue,” which it alleges “is the amount the Owner would have received had it not evicted the Center from the building.” The JPL+D response states that “This income reflects the true earning capacity of the property and must be accounted for by the Commission in any credible hardship analysis.”

As stated in our February 27th response letter, the Center's \$1.2 million in “profit” for 2024 is entirely the result of a \$2 million donation by a single anonymous donor. This amount was not income from the property itself, and has no place in the hardship analysis. Including this income from donations to an arts group as income generated by the property makes no sense within the framework of the statute. The Center's audited financial statement shows that income from the property - ticket sales and program service revenue - in 2024 was only \$486,595, which did not even cover the Center's salaries of \$618,838 for the year, and was less than 30% of its total expenses of \$1,683,753.

The Center's average annual income from 2017 to 2023, including donations, was just \$13,196 per year. Using 2024 income of \$1.2 million when only 17% of its revenue came in that year from the property illustrates the fundamental flaw in the Opposition's unique reasonable return calculation, and says nothing about the revenue potential of the Building.

The Hiller Letter's calculation also does not consider the cost of repairs to the Building, or the cost of property insurance, which a tenant does not pay. As stated in the Church's September 11th application and February 27th response letter, the ability to rent the building to tenants with no responsibility for repairs and maintenance does not prove that operation of the Building is sustainable.



- The Hiller Letter states that the Applicant failed to make an election regarding the test year. Hiller Letter at fn. 5.

See Church February 27th response at 4.

The selection of the test year was incorporated in the data used for the financial analysis in the Church’s application, which relied on market data for the 12 months ended August 31, 2025. Moreover, the Hiller Letter does not demonstrate why this difference in the test year would impact the analysis, other than the fact that it does not correspond to the Center’s fiscal year.

- The Hiller Letter states that the Center’s argument does not rely on a hypothetical lease, and not on the Center’s June 2025 lease offer, but on the actual lease in effect during the test year (2024). Hiller at 8.

The Center’s analysis relies on made up sources of revenue: fictitious profit sharing that was neither due nor paid under the lease, and the imputed benefit of restoration costs that were not incurred. Further, six judges ruled unanimously that “the actual lease in effect” expired in 2022.

- The Hiller Letter states that the fact that the lease had expired does not matter, because the building was able to generate a profit of \$1.2 million in 2024. Hiller at 9.

See Church February 27th response at 12, Exhibit E (WPAC Letter).

As discussed above and as noted in the Church’s February 27th response, the income generated in that year was due entirely to a single anonymous donor, and does not represent the operating potential of the Building.

- The Hiller Letter states that the \$50 million renovation cost was clearly excessive because the building was occupied and in active use without making these repairs. Hiller Letter at 9.

See Church February 27th response at 5.

As explained in our February 27th response, short-term rentals tenants did not demonstrate that continued operation of the Building was viable, because



these tenants were not responsible for making long-term or even interim repairs to the Building. The proper question is what a tenant would pay in rent if it also had to repair the Building or, as presented in our financial analysis, what repairs would a new owner have to incur to obtain a Certificate of Occupancy so that it could rent space in the Building.

- The Hiller Letter states that the exterior work will not trigger a requirement to do the interior fire, life safety, and accessibility upgrades. The Building Code does not require that. “If Campbell were correct that exterior facade and related work were to trigger an obligation to perform an overhaul of a building’s entire interior, every Local Law 10 and 11 notice would require similar work.” Hiller at 9-10.

See Church September 11th application at 12-13.

The Church’s September 11, 2025 application included a report by CCI, updated as of August 19, 2025, which evaluated the Building’s existing fire and life safety systems. Based on that CCI report, the application stated that:

“Any change in ‘dominant use or occupancy’ of the building would require the issuance of a Certificate of Occupancy, which the building does not have today. Obtaining a Certificate of Occupancy would necessitate clearing all outstanding DOB violations, bringing the entire building up to Code for non-church use, and addressing all fire, life-safety, and accessibility issues that are currently grandfathered. Even if the building remains in use as a church, a second egress stair would still be required. In addition, if the cost of improvements exceed 60% of value of a building, *all* improvements must be performed in accordance with current Code requirements, according to the CCI report.” (Church application at p. 12)

Regarding accessibility, the Church’s application also included a separate CCI report dated September 3, 2025, which stated that making the Building accessible would be required for a change in dominant use or occupancy, or where the alteration cost exceeds 50 percent of the value of the existing Building.

Even if, in practice, the Department of Buildings does not enforce this requirement everywhere it is applicable, the Church’s consultants have



demonstrated that without major upgrades to fire, life safety, and accessibility features, the Building could not command the market rents that are necessary to provide a reasonable return. The short-term space rentals during the Center’s tenancy are not enough to finance the major repairs necessary for sustainable use of the Building. Moreover, it is not appropriate for the Commission to base its hardship determination on the assumption that a building can remain inaccessible forever, and that it can continue to host members of the public, including many children, with inadequate fire safety protections. It would also be hard to imagine that any owner would invest millions in exterior repairs without ensuring that the Building’s fire safety systems were similarly upgraded. As the Commission well knows, historic religious buildings with wood interiors and infrastructure are highly susceptible to fire.

- The Hiller Letter states that the allegation that the Center’s attempt to perform the repair work was improper, is false. The Center had the right and obligation under the lease to do this repair work, and properly represented that it was the “authorized representative of the property.” The Center had plans and bids for the work. Information about contractors and insurance could easily have been provided. The Church was never going to approve the Center’s work. Hiller at 10-11. It is not correct to say that Center was never serious about performing the work. The Center had multiple bids and plans prepared by WJE. Hiller at 11.

See Church February 27th response at 9, Exhibit E (WPAC Letter).

The Hiller Letter’s statement refers to the Center’s September 20, 2024 application to the Commission in which it fraudulently claimed to be the owner of the Building. The Center claimed it had the right to do so based on a lease that the NY Supreme Court had ruled on February 20, 2024 was invalid (the Appellate Division of the Court unanimously ruled on November 21, 2024, confirming the Courts ruling.) However, even if the lease were still valid, it would have required the Church’s consent to any structural changes or alterations to the Building. This consent was only sought after the Center had submitted the application without owner’s knowledge or authorization. The WPAC sent a letter to the Center on November 6, 2024, attached here as Exhibit A, explaining the reasons why the Church could not approve this work. The



Hiller Letter claims that information about contractors and insurance could easily have been provided , but the Center never did so.

- The Hiller Letter states that because the building was fully rented at the time of the application, depreciating repair costs would be inconsistent with LPC's prior precedents. Those costs were not necessary for renting the building. Hiller at 11.

See Church February 27th response at 4-5.

As discussed in our February 27th response, the hardship precedents do not indicate that a building must be uninhabitable in order for the depreciation of repair costs to be allowed. Rather, depreciating repair costs is appropriate here because these expenditures are necessary for the Building to command the market level of rents to achieve a reasonable return as required by the financial analysis.

- The Hiller Letter states that the value of TDRs should have been considered in the financial analysis. Bob Knakal's assertion that TDRs have no value is arbitrary and unsupported, and does not provide a basis for the Commission to exclude TDRs from the reasonable return analysis. In the *Stahl / City and Suburban* case, the Commission did not credit the applicant's assertion that the TDRs had no value. The Applicant must make an attempt to sell the TDRs and get objective evidence that they are not marketable. The Applicant cannot know they are not marketable until the Applicant attempts to market them. Hiller at 11-14.

See Church February 27th response at 6-7, Exhibit B (Stout Letter); Church September 11th application, Exhibit I (FX Collaborative Development Rights Transfer Analysis).

As stated by Stout in its testimony at the Commission's public meeting on March 10th, zoning capacity for a transfer of development rights does not mean there is a market for such a transfer. Importantly, the market for development rights is demand-driven. It is virtually impossible for a seller of development rights to create demand from a potential receiving site if there is no viable use for them.



Stout demonstrates in its report included with our February 27th response that there is no realistic market for any of the transfers included in the Urban/Factors report, and Bob Knakal’s letter confirms that in his experience, there is no market for them. The precedent in *Stahl / City and Suburban* does not require a different result. In that case, the Commission determined that the value of the TDRs should have been considered, and was not. Here, the Church has presented evidence that potential transfers have been considered, but have been found to be unrealistic.

Given the lack of viable receiving sites, Stout stated at the Commission’s March 10th meeting that the development rights might have a theoretical value of \$1.5 million. This amount represents only the estimated value that nearby owners would likely put on a transaction that would prevent future development of the Church site – effectively the value of an easement that might be granted over the Church building. As Stout demonstrates in the additional financial analysis submitted with this letter, even if this were the case and that value could be monetized, the annual value of developments rights does not result in a reasonable return.

- The Hiller Letter asks “Exactly how would the real estate industry even know about the availability of the Subject Property’s air rights?” Hiller at 14.

Given the publicity surrounding the Church’s hardship application, it is hard to imagine that anyone involved in real estate development of the Upper West Side would not know about the availability of the Building’s transferable development rights. The availability of TDRs from an underbuilt site like the Church property is apparent to anyone with a passing knowledge of New York City zoning, and certainly to any experienced developer. The Hiller Letter mischaracterizes the way that the market for TDRs works: If developers want TDRs, the developers will seek them out. However, no developer has done so in the 16 years since the Church building was designated as a landmark, when such transfers became possible.

- The Hiller Letter states that the Applicant cannot deduct repair costs as expenses in the analysis when it was the Center, not the Church, that was obligated to make building repairs, under its lease. Hiller Letter at 14-15.



This argument is particularly galling, given that the Center never made any effort under the lease to repair the Building. As discussed in our September 11th application, neither the Church nor the NY Supreme Court has seen any evidence that the Center spent any money on significant building repairs during the time of its lease.

But regardless of the Center’s actual nonperformance, the continued focus on the particular provisions of the now-terminated lease are not relevant to the statute’s hardship determination. The Hiller Letter itself argues (Hiller Letter at 7), as discussed above, that the statute looks at the earning capacity of the landmark building as a whole, not at the specific monies received by the owner or the tenant. This argument in the Hiller Letter improperly bifurcates the responsibilities of the Church as owner from the responsibilities of the Center as (former) lessee, as discussed above. The particular allocation of responsibilities under the now-terminated lease does not matter to the reasonable return analysis. What matters is the revenue-generating capacity of the Building.

- The Hiller Letter states that the Applicant is arguing that it has no funding to make repairs, but is refusing an offer of funding from the Center, which is a self-created hardship. Hiller Letter at 15.

The Center’s offer dated June 11, 2025 was a last-ditch attempt to extend its lease after two courts had ruled that its lease was invalid. It was not supported by any evidence that it had the capacity to meet the terms of its “offer to make an offer.” It was a clear attempt to undermine this hardship proceeding. This argument is discussed in response to Part V of the Hiller Letter, discussed below.

- The Hiller Letter states that the attempt to denigrate Friedman’s estimate should be rejected. Friedman’s estimate was based on independent analysis and actual bids. Hiller Letter at 15-16.

See Church February 27th response at Exhibit B (Stout Letter); Church September 11th application at 14.



First, Friedman’s estimates were not based on “actual bids;” they were his own estimates based on “generally accepted unit prices,” and have not included escalation over time.

We found Old Structures’ estimate of \$9.1 million for exterior façade repair costs to be unrealistically low because it so greatly diverges from that of the Church’s own professionals, as well as the estimate of \$14.6 million prepared by Sciame in 2011 (\$20.9 million in 2025 dollars¹), which was commissioned by the Landmarks Conservancy. Don Friedman himself participated in the team that prepared that report in 2011. It is inexplicable why, 15 years later, the cost has dropped by a third.

The Church’s financial analysis uses the Sciame estimate as a reasonable and acceptable benchmark for façade costs. It is misleading for the Hiller Letter to claim that the Church’s estimate is 500% greater than the Old Structures estimate, because the additional costs in the Church’s estimate are due to increased scope items (e.g., repairing the leaning wall condition and more restoration work), which are not included in the Friedman estimate, as well as cost escalations, general conditions and insurance, and similar customary additions. The Church’s estimate is also higher because it includes interior Code compliance and accessibility improvements, and the cost of interior fit out work that would be needed by tenants in order to pay market-level rents for the space.

The Church’s façade consultant, Façade MD, in its prior testimony to the Commission, has opined that a limited scope of façade repair will not provide continued stability of the façade, and will give rise to the need for continued repairs in the near future. Façade MD has also noted that this deferral of work is particularly concerning here because the Church’s building is not subject to FISP, and so will not be subject to periodic reporting in five-year cycles. A reduced scope of work today will only result in greater costs in the future.

For a true “apples to apples” comparison of the Friedman cost estimate and the Church’s cost estimate, please refer to the letter from the Church to

¹ Based on the Consumer Price Index. A higher figure would result from the application of the Turner Construction Cost Index.



Community Board 7, sent on October 27, 2025, in response to Community Board questions regarding the difference in these scopes. This letter, attached as Exhibit B (included here without exhibits), was provided to the Commission in our submission on December 5, 2025.

Also included with this letter is an additional reasonable return analysis prepared by Stout, attached as Exhibit G, which uses the Friedman limited scope of exterior work and adds a limited scope of interior tenant fit-out work. The Stout analysis finds that even with this more limited scope of work, the Building fails to earn a reasonable return.

III. Whether the Building has ceased to be adequate or suitable for the applicant's purposes

- The Hiller Letter states that “The Landmark Building was in continuous use as a performing arts facility, as well as place of worship for religious groups, from 1980 through 2025, when the Applicant voluntarily evicted all of the tenants of the Landmark Building.” Hiller at 16. The applicant’s statement of its “mission” is not relevant to this finding. There must be an objective look at how the building has actually been used, not a subjective statement of the applicant’s mission. Hiller Letter at 16-17. The actual use of the building has been as a rental property and a performing arts center, and it has been actively used for that purpose. It has also been actively used for religious services. Hiller at 17.

See Church February 27th response at 5.

The Church has never argued that the Building could not be rented to third parties, including for performing arts use and for use by other religious congregations, is a regular and customary use of religious buildings, or that this building was actively used by short-term tenants at the time of the application. The basis of the Church’s claim about suitability is that the extraordinary costs of restoring the Building are overwhelming and unsustainable, and effectively prevent the Church, as owner, from pursuing its mission. As we have discussed in our prior submission, short-term use by space tenants with no



responsibility for the overall repair and maintenance of the building does not prove that its continued operation is sustainable.

- The Hiller Letter takes issue with Mark Silberman’s statement that repair costs are a legitimate consideration in the suitability test. The Hiller Letter states that this approach is not supported in the statute. Hiller Letter at 18.

As noted above, most of the Commission’s precedents involving not-for-profit hardship determinations have been reviewed under the judicial test, rather than the statutory test. The judicial test looks to whether the landmark restrictions “physically or financially prevent or seriously interfere with the carrying out of the charitable purposes” of the applicant. See *Society for Ethical Culture v. Spatt*, 68 A.D2 d 112 (1979), aff’d 51 N.Y. 2d 449 (1980). Thus, the judicial test clearly incorporates financial burdens as part of the required findings, and the Commission has held that the “suitability” finding of the judicial test and the statutory test are effectively the same. See *Marymount School*, at 13.

As noted above, the one precedent of which we are aware involving the application of the statutory test was *St. Bartholomew’s Church* (LPC 86-0345). In that decision the applicant presented data on both the physical inadequacy of its building and the financial burden of repairs, arguing that the needed repairs would cause “severe financial hardship” for the church. See *St. Bartholomew’s Church*, at 10. The Commission reviewed the information provided by the applicant regarding the cost of the work, although ultimately found that the applicant’s cost estimates “lack credibility.” See *St. Bartholomew’s Church*, at 74-82.

- The Hiller Letter states that there is no evidence that the Church’s membership has fallen due to the burden of maintaining this building, as opposed to the general decline in religious membership in the U.S. Hiller Letter at 18.

See *Church September 11th Application at 3-4, Exhibit E (Memorandum from WPAC)*

The Church has never alleged that a decline in membership is unique to West Park, but it is more extreme here. In connection with the Church’s original,



2022 application, the WPAC submitted testimony that showed that the decline in the Church's membership stood in stark contrast to the experience of the other Presbyterian churches on the Upper West Side. That testimony was included in Exhibit E to the current hardship application, and is summarized below.

There are four other Presbyterian Churches on the Upper West Side that are part of the Presbytery of New York City: Broadway (601 W. 114th Street), Rutgers (236 W. 73rd St.), Second (6 W. 96th St.), and West End (165 W. 105th St.). The memberships of these churches over the last 20 years, based on data reported by these churches to the Presbytery, are as follows:

- **Broadway: Membership was 76 in 2002. It grew to a high of 106 in 2010 (which might partly be attributable to members leaving West Park) and was 84 in 2021.**
- **Rutgers: Membership was 127 in 2002. It fluctuated between 119 and 133 from 2002 to 2011, and between 102 and 122 from 2012 to 2021. Its membership was 96 in 2021, but in 2020, before Covid, membership was 121.**
- **Second: Membership was 61 in 2002. Since then, membership has been fairly steady, and was 57 in 2021.**
- **West End: Membership was 139 in 2002, but declined to around 90 by 2006, and reached a low of 63 in 2013 due to internal issues. In 2021, its membership was 71.**

As discussed in the Church's application, the Church has depleted all of its resources to maintain the building, which was designated over the congregation's objection when it was not habitable. The calendaring of the building for designation also deprived the Church of an opportunity to generate funds for the maintenance of the Building though the development of affordable housing on a portion of the site. Since designation, it has sold its manse, eliminated its pastor, and spent all of its available funds. A well-intentioned effort to lease the building to the Center only hastened the



Building's decline. Without pastoral leadership and resources, there is no way to maintain an active congregation.

IV. Whether the applicant is prepared to demolish the Building with reasonable promptness

- The Hiller Letter states that the Church cannot meet this requirement because it has not applied for Court approval to sell the building, not prepared demolition plans. The statute requires that the applicant be prepared to demolish "immediately." Hiller Letter at 19-20.

See Church February 27th Response at 8-9.

As discussed in the Church's February 27th response, the Hiller Letter's argument is inconsistent with the Commission's decision in the *St. Vincent's* case, where the applicant still had to go through a ULURP process and obtain State approvals before its building could be demolished. Those steps – which are much more significant and time-consuming than the steps needed for the Church to move forward here – were not found to defeat the "reasonable promptness" requirement in *St. Vincent's*.²

Moreover, Hiller's interpretation of the statute would make it impossible to use, forcing landmark owners to spend money unnecessarily on approvals and plans they might not need. It is reasonable for the Church not to go through the process of seeking court approval unless it knows it will be able to demolish the building. Without the hardship approval, seeking this approval would be a waste of time and resources. It is also reasonable for the Church not to spend money on demolition plans unless it has assurance that demolition will be permitted.

² The Commission noted in *St. Vincent's* that the judicial standard has been interpreted "to include a requirement, taken from Section 25-309(a)(2), that the applicant 'intends, in good faith' to move forward with h work with 'reasonable promptness.'" *St. Vincent's*, at 3.



V. Whether the applicant has created a self-imposed hardship

- The Hiller Letter states that the Church created its own hardship by evicting the Center and all of its tenants, refusing funds from the Center for repair, and failing to market TDRs. The Commission should follow the precedent of *Stahl / City and Suburban*, in which the hardship was denied on the basis that the applicant failed to rent vacant apartments and failed to market its TDRs. Hiller Letter at 19-20.

See Church February 27th response at 9-10, Exhibit B (Stout Letter)

It is undisputable that Center's performance under its prior lease only contributed to the decline of the building and to the hardship suffered by the Church. The termination of the Center's lease actually resulted in an improvement in the Church's finances. However, the income from tenants was barely sufficient to generate enough money to pay for basic operating costs, let alone the on-going work required to repair and restore the Building.

Further as discussed in the last submission by Stout, included with our February 27th submission to the Commission, there is no realistic demand for the Building's TDRs. The Opposition's arguments only demonstrate theoretical zoning capacity, cannot document any actual market demand.

The Center's offer on June 11, 2025 – its offer to make an offer – was not realistic, and was clearly made only to interfere with this proceeding. The Center never lived up to its commitment to maintain the building during the term of the lease.

- The Hiller Letter states that the Church's response attacks the Center's "offer to make an offer," but that is not the basis of Hiller's argument about self-created hardship. Hiller Letter at 20.

See Church February 27th response at 9-10.

The Center's June 11, 2025 letter is the only time a written proposal was offered to the Church. Any other references to this proposal were made in testimony at the Community Board and before the Commission in the context of the hardship application. They were never made directly to the Church and could



not have been considered, as they would have prevented the Church from demolishing the Building with reasonable promptness, as required under the statute, and from meeting the conditions of its contract with Alchemy.

If the Hiller Letter is referring to the Center's attempt to seek DOB and LPC approval for exterior work to the Building in September 2024, that request was submitted without the knowledge of the Church, and was never supported by sufficient information for it to be approved. Moreover, it was filed by the Center while the Church and the Center were in the midst of eviction proceedings, with the Center's lease having already been voided by the NYS Supreme Court on February 20, 2024. The attached letter from the WPAC to the Center, dated November 6, 2024, explains the reasons for the Church's refusal to consider the Center's plans at that time (see Exhibit A).

VI. Whether the Center has the wherewithal to repair the Building

- The Hiller Letter states that the Center is prepared to escrow the funds, provide plans, and provide contractor's bids. Hiller Letter at 21-22.

The Center has never demonstrated that it either had funds on hand to pay for the work, or had bids from contractors. No funds have ever been placed in escrow for use by the Church for repairs. The Hiller Letter's representation of the theoretical availability of funds is hardly relevant to the hardship determination, which must be based only on the findings in the statute. The Church has never found the Center's proposed renovation scope for the building to be reasonable.



Part II: Additional Responses

1. Revenue and expenses of the Church during the test year

Please see the statement of the Church's revenue and expenses for the 12-month period ending in August 2025, attached as Exhibit C.

2. Comparison to St. Paul and St. Andrews Methodist Church

The Commission asked at its March 10th meeting about the successful fundraising efforts that have benefited St. Paul and St. Andrew United Methodist Church ("SPSA"), another designated landmark located a few blocks away. According to its website, SPSA launched a 5.5 million dollar capital campaign in 2024 to replace its roof, eliminate water infiltration and make life safety upgrades. Of the total goal, 70% was projected to come from Church members, 10% from community members and 10% each from preservation and government grants. The campaign costs were estimated to account for \$300,000 and the campaign was managed by a fundraising consultant, Partners for Sacred Places. This consultant was paid a flat fee of \$140,000. Our understanding is that approximately 4 million dollars has been raised to date. SPSA received a preservation grant of \$45,000 from the New York Landmarks Conservancy and a \$250,000 preservation grant from the National Fund for Sacred Places. More recently, the New York State Department of Parks and Recreation gave SPSA a \$675,000 grant for exterior repairs through the Environmental Protection Fund: Preservation and Heritage Grants program which is a part of the Regional Economic Development Council process. The National Fund for Sacred Places grant required matching grants of \$500,000 and the New York State Department of Parks and Recreation grants requires matching grants of \$675,000.

The success of the SPSA capital campaign reflects the greater resources available to SPSA and the more limited scope of repairs needed to their building. According to the United Methodist Church, SPSA attendance is listed at 156 people and the membership totals 470 people. In addition to having a much larger congregation, St. Paul and St. Andrew has a staff that includes a Senior Pastor, an Associate Pastor, an Assistant Pastor, a Youth and Campus Pastor, a Minister of Music, a Director of Operations and a Facilities Manager as well as a bookkeeper, three "hospitality coordinators", and four security /custodians. Even with its substantially larger congregation and staff, SPSA needed to hire a fundraising consultant to manage its capital campaign. In contrast, West Park has a congregation with only 12 members, no pastoral



staff and a part-time bookkeeper. During the recent storms, the congregation members shoveled the sidewalks and ensured that the Church was heated and secure. As outlined in our submissions, the West Park congregation has exhausted all of its assets and funds in its efforts to maintain the building that was designated over its objections. The congregation simply does not have the capacity or the financial resources required to mount a successful multi-million dollar fund-raising campaign. In addition, the capital funds that would be required to repair West Park far exceed the cost to repair SPSA. The Commission's engineer estimated the costs to repair the façade alone were in excess of 9 million dollars – which the Church's experts believe is too low, and which does not include any improvements to the interior of the building. It is simply not realistic to expect that the congregation mount an equivalent campaign to raise more than twice as money as SPSA.

3. The Church's prior fundraising efforts

At the Commission's March 10, 2026 public meeting, the Commissioners asked several questions regarding the Church's past fundraising efforts and efforts to sell or lease the building. These efforts were discussed in the Church's September 11th application on pp. 5-6, and were further detailed in the supplemental memos provided by the WPAC in 2023, in response to Commissioner's questions on the prior hardship application. Those memos, which were included with the Church's September 11th application as Exhibits E and F, describe the fundraising, leasing, and marketing efforts undertaken by the Church both before and after landmark designation, as well as the Church's prior attempts at partial redevelopment of the building.

4. The Center's available funds

A letter from Mitchell Schamroth, President of the Board of the Center, states that the Center has \$11.6 million on hand to use for repair of the Building. The letter from Roger Leaf, Chair of the WPAC, attached as Exhibit D to this letter, explains why this letter is wildly misleading.

5. The Center's past expenditures

An analysis of the information submitted by the Center regarding its purported expenditures on the building during the period of its lease is attached as Exhibit E to this



letter. As the analysis shows, very little of the Center's expenditures went to actual building repairs.

6. Approval of the Social Justice Fund

Attached as Exhibit F to this letter is a resolution adopted by the Church's Congregation on March 27, 2022 approving a restricted gift to the Presbytery of New York City from a portion of the proceeds of the sale of the property, to be used to create a dedicated fund to support social benefit activities, which has now been named the "Social Justice Fund."

7. Stout responses to JLP+D, Leitner Berman, and Urban/Factors additional submissions

The Church's financial consultant, Stout, Inc., has prepared a response to these additional reports, included in Exhibit G to this letter.

8. Additional reasonable return analysis

Included in Stout's response in Exhibit G is an additional reasonable return analysis that uses the Old Structures estimate for a limited scope of exterior work (\$9.1 million) and adds a limited scope of interior tenant fit-out work. It also adds an option value of \$1.5 million for the Church's TDRs. The Stout analysis finds that even with these adjustments, the Building fails to earn a reasonable return.



* * * *

We believe that the Church's application has conclusively demonstrated that it is entitled to a preliminary determination of hardship under the Landmarks Law. We respectfully urge the Commission to focus on the applicable statutory standards and grant this determination so this constitutionally required process can be concluded.

Very truly yours,

Valerie Campbell
Partner

cc: Mark Silberman, General Counsel

Exhibit A

Letter from the WPAC to the Center
November 6, 2024

**West Park Administrative Commission
475 Riverside Drive, Suite 1270
New York, NY 10115**

November 6, 2024

BY HAND AND EMAIL

Ms. Debby Hirshman
Executive Director
The Center at West Park
161 W. 86th Street
New York, NY 10024

Re: September 20 Application to the Landmarks Preservation Commission

Dear Ms. Hirshman:

I am in receipt of your November 1st email to Marsha Flowers and me regarding the submission by The Center at West Park Inc.(the "Center") of an application to the Landmarks Preservation Commission. ("LPC"). First, I take exception to your statement that you have previously communicated with us regarding this action. Your November 1st email, 41 days after your September 20, 2024 submission to LPC, is the first time that the Center has communicated in any way with any representative of the West Park Presbyterian Church (the "Church") with regard to this matter. Also, I would note that the Center submitted an attestation with the LPC application stating that it is the owner or an authorized representative of the owner, which it clearly is not. According to the attestation itself and as a matter of law, filing false information in the application is a Class A misdemeanor. It is also unclear whether the Center's own Board ever approved this submission.

In your November 1st email, you refer to the lease between the Center and the Church dated April 6, 2018 (the "Lease"), which was voided by the NYS Supreme Court on February 20, 2024. Subsequently, a stay was granted so that the Center could appeal the Court's ruling, which it did before the Appellate Division of the Supreme Court on October 30, 2024. If the Court upholds the February 20th decision and ruling, as we expect it will in the upcoming weeks, the Center would no longer have any rights or obligations under the lease, including for repairs and restoration, and will be required to promptly vacate the premises.

Even if the Lease were to remain in effect, it clearly states that any repairs or restoration of the building shall be *mutually agreed upon by the Center and the Church*, and *the Center shall make no structural changes or alteration to the Premises without the prior consent of the Church*. The Church could not responsibly agree to any such alterations without reviewing the scope of the work, its cost, and how it would be paid; approving the contractors and other professionals that

would do the work; ensuring that appropriate insurance coverage and safety precautions are in place, particularly if the work were to be done while the building remains in use; and receiving appropriate indemnifications from liability for any work undertaken by the Center.

For the avoidance of all doubt, the Church does not authorize the Center's submission of this or any other application to LPC or the Department of Buildings. In the unlikely event the appeals court overturns the lower court we can revisit this discussion.

Very truly yours,



Roger W. Leaf

Chair, West Park Administrative Commission

Cc by email: Board of Directors, Center at West Park

Mim Warden, President
Derrick McQueen, Vice President
Ted Berger, Vice President
Mitch Schamroth, Treasurer
Jeff Arnstien
Margaret Becker
Jennifer Rogers Carlock
Joe DeSalvo
Robert Feinstein
Don Frantz
Marsha Flowers
Natatia Griffith
Flomar Maurrasse
Alec Roman
Lorna Schamroth
Susan Sullivan

Exhibit B

Submission to Community Board 7
October 27, 2025

(See Scope comparison table on p. 3. Exhibits omitted.)



HERBERT SMITH
FREEHILLS
KRAMER

Adam Brodheim
Madge Rosenberg
Co-Chairpersons
Preservation Committee
Manhattan Community Board 7
50 West 87th Street
New York, NY 10024

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October 27, 2025

Via E-mail

Re: West Park Presbyterian Church
165 West 86th Street, Manhattan
Hardship Application #LPC-26-02776

Dear Co-Chairpersons:

We are submitting this letter on behalf of our client, the West Park Administrative Commission (“WPAC”), to respond to certain questions and claims raised at the Preservation Committee’s public hearing on October 9, 2025 regarding the WPAC’s hardship application, both by the Committee and by members of the public. Numbered questions and responses are included with this letter.

We also wish to share with the Committee two recent press items concerning the application: An op-ed in the Daily News from Pastor Danny Rivera, Senior Pastor of the First Spanish Presbyterian Church, which describes the many programs that his congregation will be able to provide with funding from the new Social Justice Fund that will be created with the proceeds from the sale of the Church building, and an article about the hardship application that appeared in Gothamist. Both items are enclosed with this letter as Exhibit A.

Also enclosed with this letter as Exhibit B is a supplemental economic analysis by WPAC’s financial consultant, Appraiser’s & Planners, to respond to the Committee’s questions sent on October 17th.

Thank you for your consideration of this application.

Sincerely,

Valerie Campbell
Partner

Herbert Smith Freehills Kramer LLP and its affiliated and subsidiary businesses and firms, Herbert Smith Freehills Kramer (US) LLP and its affiliate, and Herbert Smith Freehills Kramer, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills Kramer.

In New York, we practice through both Herbert Smith Freehills Kramer New York LLP, a limited liability partnership registered in England and Wales with registered number OC375072 and Herbert Smith Freehills Kramer (US) LLP, a registered limited liability partnership organized under the laws of the State of New York with an office at 1177 Avenue of the Americas, New York, NY 10036. In Washington, D.C. and California, we practice through Herbert Smith Freehills Kramer (US) LLP. We use the word partner of Herbert Smith Freehills Kramer New York LLP or of Herbert Smith Freehills Kramer (US) LLP to refer to a member of those entities, or an employee or consultant with equivalent standing and qualifications.

**Responses to Questions and Comments at CB 7 Preservation Committee
Public Hearing - October 9, 2025**

1. Has the Church created this hardship by neglecting the building?

The West Park Presbyterian Church (the “Church”) has worked for decades to maintain its building, and has explored every feasible alternative. It has sold all of its assets, eliminated its pastor, and devoted all of its resources to building repairs,. As maintaining the building eclipsed all other efforts and activities, most congregants moved to other churches. The present hardship application represents the last opportunity for this congregation to survive.

The landmark designation was premised on the idea that substantial private and public funding would be provided to help restore the building. However, despite the promises of elected officials, only \$35,000 was raised after the 2010 designation. This was barely enough to repair the boiler and do some immediate roof repairs. Since then, the Church has had to spend all of its available funds on building repairs, scaffolding, and sidewalk protection.

The Church has explored many alternatives over the years to sell, lease, or renovate the building. Before the building was landmarked, the Church was negotiating a deal with Richman Housing Resources to redevelop a portion of the site with a new affordable housing building, and to preserve the rest of the building. Richman backed out of the deal when the building was calendared for landmarking. In 2012, the Church engaged Cushman & Wakefield to lease and/or sell the building to raise money for restoration. Cushman was not able to find any tenants or buyers through this effort, after a year of marketing.

The Church, under the leadership at the time of Rev. Brashear, created the Center at West Park in 2016 to manage space use within the building and to raise money for restoration from sources that could not donate to a religious institution. The arrangement with the Center proved disastrous for the Church, and would have been driven it into bankruptcy if not for its partnership with Alchemy Properties. By the time the Center finally vacated the building, the Church had \$600 in the bank and was hundreds of thousands of dollars in debt. There is no evidence that the Center spent any money on restoration during its seven years in the building.

In 2020, the congregation concluded that continued ownership of the building was unsustainable, and voted to sell the building.

2. Why are the different cost estimates so different?

In 2011 the Landmarks Conservancy commissioned a team of experts led by Sciamé Construction to estimate the cost to restore the façade of the building. Don Friedman of Old Structures Engineering (“Friedman”) was the structural engineer who was “instrumental in developing the phasing plan and construction cost estimate” for the 2011 Sciamé report. Friedman also conducted the 2023 analysis that was commissioned by the Landmarks Preservation Commission.

The Committee asked why the cost estimates that have been prepared for the building’s restoration by the Church’s consultants and the estimates prepared by Sciamé with Friedman’s input in 2011 and the one by Friedman in 2023 are so different. A comparison of these estimates is presented below:

	Façade MD, LBG Estimate for "Church Remains" Scenario	2011 Sciamé Estimate (Friedman)	2023 Friedman Estimate
"Immediate Work"	\$16,932,867	\$11,116,235	\$1,050,884
-stained glass	\$1,896,376	\$733,472	\$321,492
-wall stabilization	\$1,170,947	\$0	\$538,867
-façade restoration	\$13,865,544	\$10,382,763	\$190,525
"Later Work"			\$4,642,108
-stained glass			\$1,500,511
-façade restoration			\$3,141,596
Subtotal Trade Costs	\$16,932,867	\$11,116,235	\$5,692,992
General Conditions, Construction Mgt., Insurance and Contingency	\$9,697,876	\$3,469,891	\$3,433,805
Total (2011)		\$14,586,126	
Total (2022)	\$26,630,743		\$9,126,797
Construction Cost Escalations	\$3,320,394	\$11,352,575	\$1,137,215
Total (2025)	\$29,951,137	\$25,938,701	\$10,264,012

The full detail of these cost estimates is provided in the reports included with the WPAC's application. Regarding these estimates:

- General Conditions, Construction Management, Insurance and contingency are based on a percentage of Trade Costs. The Church's assumptions for these costs were reviewed in connection with the prior hardship application by Cumming Group and Weitzman Associates, on behalf of LPC, and were determined to be reasonable and appropriate. The 2011 Sciamé estimate excluded certain insurance and contingency costs that are included in the other two estimates.
- The Church's estimates do not include soft costs, such as architectural fees, or the expected future construction cost escalations from inflation or tariffs. These figures therefore underestimate the true cost of a restoration.
- The façade restoration cost used in the Church's analysis and included in the figures above is the estimated cost prepared by Sciamé Construction with the assistance of Don Friedman of Old Structures Engineering in 2011, in a report commissioned by the Landmarks Conservancy. This figure of \$13.865 million is lower than the actual Sciamé estimate of \$14.586 million in its 2011 report.
- To get to the 2025 total, the estimate in the 2023 Friedman report (which indicated a cost of \$9,126,797, based on figures selected from the 2022 LBG report) has been escalated by 12.46% based on the cost inflation shown in the Turner Construction Cost Index. The 2011 Friedman study

has been escalated to the 2025 total by 77.83%, also using the inflation shown in the Turner Construction Cost Index.¹

- The Church's consultants believe Friedman's 2023 estimate is too low because it only includes the work needed to address outstanding DOB violations and is therefore more limited in scope. Without explanation, the 2023 Friedman estimate is significantly lower than the 2014 figure of \$14.586 million (\$25.9 million in 2025 dollars based on the Turner Construction Cost index) in the Sciamé report prepared in 2011.
- The Church's scenario above is presented for the purpose of showing an "apples-to-apples" comparison to the Sciamé and Friedman estimates, and does not address building, life safety, and ADA code compliance. The improvements presented in three scenarios in our presentation related to the reasonable return analysis for use by a new owner. They are excluded from this comparison because they include the cost of these requirements. The Friedman estimate relies instead on the expectation that the building can remain in its grandfathered status with no change of dominant use and occupancy which, according to the Church's code consultants, would require upgrades to accessibility and life safety systems.

As another basis of comparison, the projected costs for renovating the building can be compared with the actual costs of restoring other landmark structures in recent projects, notably:

- The First Church of Christ, Scientist (1 West 96th Street), which is being restored by the Children's Museum of Manhattan, has an overall budget of \$200 million.
- The Soldiers and Sailors Monument received \$62.3 million – secured by Councilmember Brewer for its recent renovation.
- The Eldridge Street Synagogue was restored at a cost of approximately \$20 million, but this work was completed in 2007, after a 20-year renovation. The building is approximately half the size of West Park.

These precedents illustrate that the Church's estimated restoration costs are similar to the restoration costs for these other structures. The 2023 estimate by Friedman, given the size and age of this building and the challenges posed by its delaminating sandstone façade, is simply not realistic and too limited in scope.

3. Why didn't the Church approve the Center's 2024 application to Landmarks for repairs to the building?

On September 20, 2024, the Center submitted an application to the Landmarks Commission for approval of work on the façade of the building, without any communication with the Church until November 1, 2024. The Center's Director also attested that she was signing the application as the owner or authorized representative of the owner when this application was submitted, which was not true. The basis for the Center's action, according to its counsel, was that it was a tenant in the building, and under its lease was authorized to make such repairs. However, seven months before submitting the application, the NYS

¹ The hardship application showed an lower escalated figure for the Friedman estimate of \$20,850,379, but this figure was based on the increase in the Consumer Price Index from 2011 to 2025, rather than the Turner Construction Cost Index used here.

Supreme Court had ruled that the Center's lease was invalid, and the Center was only able to remain in the building pending an appeal of the ruling. (A five-judge panel of the Appellate Division unanimously upheld the Supreme Court's ruling on November 21, 2024, and the NY Court of Appeals denied the Center's appeal.) Further, the Center never provided critical information to the Church as to the scope and cost of the work, who would do the work, who would pay for it, who would oversee it, how long it would take, how the tenants would be kept safe while work was performed, or any information regarding insurance and indemnities. This application seems to have been filed to create the illusion that the Center had the resources to undertake such a project when in fact the financial statement it had filed with the IRS just before submitting the application showed that it had less than \$130,000 to pay for such work.

4. Why has the Church rejected offers by the Center to lease and restore the building?

The Center's counsel argued that the Church has created a "self-imposed hardship" by refusing to accept an offer by the Center to lease the building at \$30,000/month and to assume responsibility for restoration. This two-page "offer to make an offer," based on the lease that the courts had just held to be invalid, was transmitted to the Church after the Center had exhausted all appeals to the Supreme Court ruling and its stay from eviction had lapsed.

In 2022, the Church entered into a binding contract to sell the building with Alchemy Properties, which is contingent on a grant of a hardship by LPC. One of the requirements for the hardship is that the Developer is prepared to promptly commence demolition following the Commission's hardship determination. The offer from the Center was simply another attempt argue that it would be impossible for the Church to qualify for a hardship because the building is occupied, as was the case in 2023. The Church never received any other communication from the Center regarding the proposal, and no documentation was ever presented to support the representation that it could meet the financial obligations of the "offer." In this regard, it should be noted that the judge in the Supreme Court decision rejecting the Center's attempt to extend its lease noted that the Center had submitted no proof of the \$500,000 that it claimed to have raised and expended on building repairs during the period of its lease.

It should be remembered that the Church is a religious organization. Arts programming has only been a significant use of the building for the last seven years, less than 5% of the storied history of this building. This was due largely to the efforts of Rev. Brasher who was active in the creation of the Center, but who stepped down as pastor in 2017. The church was built for worship and service to the community, and not for the arts, which had always been subordinate to that use.

If the hardship is granted, the Church will engage new pastoral leadership which, working with a reenergized congregation, will determine the most impactful way the Church can support the community that is consistent with its beliefs and mission. That will surely involve the use of the new worship and community space, but it would be inappropriate for the West Park Administrative Commission to intercede in that process.

If the hardship is turned down, the Church is still committed to selling the building rather than serving as a landlord for secular use of its former spiritual home and assuming the inherent risks of owning a building in such need of repair. A long-term lease with the Center would stand in the way of that, even if it could demonstrate that it could pay a twelve-fold increase in rent and generate funds for the restoration of the building, which it clearly has not.

5. The building is capable of earning a reasonable return if the lower Friedman figure were used for the cost of repairs

The Center's counsel misstates the reasonable return analysis required under the Landmarks Law. The reasonable return analysis relates to the ownership of the building if it were owned by a third party, not the Church. New ownership would require that all ADA, fire and life safety code requirements be met, which are not included in the Friedman estimate.

However, even if the limited scope of work could be done for the amount described in the Friedman report (which we do not believe is the case), the building would still be unable to earn a reasonable return. The Church's financial consultant, Appraisers & Planners ("A&P"), re-ran the reasonable return analysis using the lower costs in this hypothetical scenario. A&P's analysis, attached as Exhibit C, found that with the lower \$9.1 million restoration cost, the building would need to achieve a rent of \$755,000 (\$63,000 per month) to earn a reasonable return. With updates to the building's operating expenses since 2023, particularly increases in insurance costs, the needed threshold rent to support the \$9.1 million renovation cost rises to \$870,405 (\$72,536 per month). This rent level is considerably higher than what the building can reasonably generate, and what it has been able to generate historically. The sanctuary comprises approximately half of the rentable square footage of the building. Rent for the use of the sanctuary would typically be on a "per event" basis rather than a monthly rent based on square footage, and therefore has limited revenue-generating potential, and several areas of the Parish House could not be safely rented without significant accessibility and life safety improvements.

6. What is the significance of the poster of a check to the Center?

The Center's presentation included a 3' by 6' visual aid – a \$3 million check made out to the Center from the New York State. The implication was that the Center was prepared to give these funds to the Church to make repairs to the building. In reality, these funds cannot be used for this purpose. It is our understanding that former Assembly Member Danny O'Donnell allocated these funds, but according to State law, the Center cannot use it for building repairs unless it had full site control, which is clearly not the case. The Center also cannot gift the funds to the Church because government money cannot be used to support a religious institution.

7. If the building is in such bad shape, why is it still occupied?

Prior to leaving the building on July 14, the Center had apparently not communicated any information to its subtenants regarding the litigation relating to its lease. (Due to pending litigation, the Church was prohibited from talking with them.) They were therefore caught completely unawares when their leases with the Center were rendered invalid. The Church agreed to allow certain tenants to stay on until the end of 2025 as an accommodation to allow for an orderly transition to new space. None of these agreements can be extended beyond December 31, and the Church has no plans to rent space to anyone after the end of the year.

8. Why has the Church not marketed its development rights for sale to any potential purchasers?

While the City of Yes zoning amendments expanded the geographic range of potential receiving sites for development rights that could be transferred from the Church (pursuant to Zoning Resolution Section 75-42), the opportunities for transfer are limited by the same factors as under the prior zoning framework. An

FX Collaborative analysis included with the hardship application shows that it is impractical for any eligible property to use transferred development rights from the Church because:

- Many of the potential receiving sites are in the Upper West Side / Central Park West Historic District, where any new building would be subject to LPC review, which would prevent the construction of a tall building that utilizes the Church's transferred development rights.
- Many of the potential receiving sites that are not located in the Historic District are large, pre-war, cooperative apartment buildings. The disruption from constructing additional floors on these buildings would be costly and difficult, likely requiring tenants to vacate the building while work is underway. There are no examples of an occupied cooperative corporation anywhere in NYC that has acquired development rights for the purpose of adding units to the building.
- The remaining underbuilt sites that are eligible to receive transferred development rights are all very small sites, which are unlikely to be replaced by a significant new building. Section 75-42 requires, as under the prior zoning framework, that the landmark seller establish a continuing maintenance plan for its building. A transfer would not only need to be large enough to generate sufficient funds for this maintenance plan, but also to cover the considerable transactions costs for a transfer. Periodic transfers to small development sites likely would not generate enough funds to cover even the costs of a transfer.

9. The hardship application would be the end of the Center

Many speakers expressed a concern that demolishing the building would mean an end to arts programming in the neighborhood. This runs counter to the facts. They also focused on the importance of the Center at West Park and of a desire to save the Center. But the Center's tenancy has ended, and it has no standing in this matter. The Center's future is completely unrelated to the Church's hardship application, and has no bearing whatsoever on the statutory requirements for a hardship.

The Center moved into comparable space just two blocks away on the day it moved out of the Church. While the Center has argued that its new space is somehow inferior to West Park's, there are more performance spaces at St. Paul and St. Andrew than there are at West Park.² St. Paul and St. Andrew is also in better condition, having just completed a \$4 million capital campaign for renovations. The Church is supportive of the success of the Center, and wishes them well in their new home.

If the hardship is granted, the new building will contain a new 10,000 square-foot facility for the Church, which will include a state-of-the-art multipurpose space that could be used by the Church for arts and cultural programming, as well as by other worshipping communities. But unlike the existing building, the new facility will be accessible to persons with disabilities, allowing use of the building by all New Yorkers, and it will meet all fire safety and other Building Code requirements.

Moreover, rejecting the hardship application will not ensure arts programming in the building. The Church concluded in 2020 that its continued use of the building is not sustainable, and that it had no choice but to sell the building. The Church's consultants have also concluded that the building has safety risks that are

² The Center's representative claimed that there are seven performance spaces in the Church building, which would only be true if you count a former child's playroom and a 300 sf office as performance spaces. In fact, other than the sanctuary and a chapel for Church use, there are only **three** potential performance spaces at West Park. According to the Center's web site, there are **five** performance spaces at St. Paul and St. Andrew, excluding its sanctuary.

unacceptable, and parts of the building must be permanently closed for safety reasons. The deteriorating façade continues to put pedestrians at risk.

10. The Social Justice Fund would only take money out this community to benefit other neighborhoods.

The preservation of the existing building is not necessary for the continuation of the Church's social justice and arts mission, or its service to the community. The new building will facilitate the reinvigoration of the congregation, allowing it to hire a new pastor, pay off its debts, and recruit new members. The work of the Church that has been so admired over the years – the anti-nuclear organizing, the support given to God's Love We Deliver, the welcoming of the LGBTQ community – was the work of the congregation, not the building. A new building will allow this storied congregation to continue well into the future.

As noted, the grant of the hardship application will not mean an end to arts programming at this site. On the contrary, the new design will benefit the Upper West Side community. The new, 10,000-square-foot facility in the building will include a multi-use worship and performance space, which will be available for use by arts and cultural groups and by other worshipping communities, much as the building is used today. The Social Justice Fund would also be available to fund community programs on the Upper West Side as well.

Moreover, the Church rejects the cynicism that underlies this question. The social justice mission of the Church has always benefitted the entire City, and we know that the Upper West Side community, too, has a generosity that extends beyond the immediate borders of the neighborhood. The 88 churches in the Presbytery are on the front lines of serving those in need. Thousands of people rely on these faith-based leaders to provide food and access to vital immigrant, senior, after-school, education, and housing services. The \$25-30 million that will go into the Social Justice Fund is a game-changer and will allow the churches of the Presbytery to serve thousands more people at a time when it is crucially needed.

11. Granting a hardship determination would set a bad precedent.

The availability of the hardship remedy is constitutionally required element of the landmarks law. The standards are rigorous and difficult to satisfy as evidenced by the fact that there have been only a handful of such applications filed and approved in the 63-year history of the Landmarks Preservation Commission. The Commission's consideration is highly dependent on facts specific to each application. If the Church's application satisfies the findings required under the law, it should be granted. Denying it when it is justified would set an even worse precedent.

Exhibit C

Revenue and Expense Statement West Park Church
September 2024-August 2025

West Park Presbyterian Church - Income and Expense

	2024 Actual	2025 Actual	
Income	Mos. 9-12	Mos. 1-8	Test Year
Space Use Income	10,200	30,587	40,787
Gifts; Stewardship	413	2,579	2,992
Open Mic., Other	593	1,187	1,780
Total Income	11,206	34,353	45,559
Operating Expense			
Total Personnel	4,224	11,341	15,565
Total Insurance	21,150	32,356	53,507
Total Pulpit Expense	5,000	9,300	14,300
Total Utilities	-	3,024	3,024
Total Other Operating	96	2,104	2,200
Total Operating Expense	30,470	58,125	88,596
Operating Income (Loss)	(19,264)	(23,772)	(43,036)
Non Operating Expense			
Professional Fees	17	-	17
Construction and Repairs	183	506	690
Total Expenses	30,670	58,632	89,302
Net Income (Loss)	(19,464)	(24,278)	(43,743)

Exhibit D

WPAC Response to Mitchell Schamroth Letter

Exhibit D

WPAC's Response to The Center at West Park's Funding Claims

On March 6, Mitch Schamroth submitted a letter to LPC claiming that the Center has \$11.6 million in funds available to repair the Church façade, referring to the Center's activities since 2024 (the year it received \$2 million from an anonymous donor) and ignoring its history in prior years, when the Center was technically insolvent¹. His claim that the funds listed below are "on hand and pledged" is intentionally misleading and completely unsupported by the facts.

Pledges from Individuals: \$1,300,000

As demonstrated by the financial information the Center submitted to the Commission on March 6, the Center is highly dependent upon donations for daily operations. In 2024, it was only able to show a profit because it received donations of \$2.5 million. In 2025, it apparently received \$2.2 million in donations and still had an operating loss of \$68,000 for the year.

Pledges from individuals of \$1,300,000 would be far less than what it needs in contributions to break even. In 2025, it earned only \$297,000 in box office and space rental income, far less than even the salary of its Executive Director. Clearly, all of these pledges fall short of what would be needed to pay for annual operations, leaving no income for a capital campaign.

Loan: \$2,500,000

First, the undated offer of a loan documented in the Center's submission is for \$2 million, not \$2.5 million. Second, it is conditioned upon the execution of a long-term lease that would allow the Center to resume occupancy of the Building. Presumably, a long-term lease would be longer than five years. It would first have to negotiate such a lease with the Church, which would require the approval of both the Presbytery of NYC and the NY Supreme Court. For the reasons set forth below, it is highly unlikely that this condition could ever be met.

¹ From its inception in 2017 through 2022 the Center had a cumulative net operating loss of \$118,651. On December 31, 2022, the Center's net worth was a negative \$227,755, and its current assets were just 38% of current liabilities.

New York State grant: \$3,000,000

Again, according to the documentation submitted to the Commission, the Center has only been approved to apply for a grant to fund something called the “West Park Film Center” for its “sports facilities in the Village.” There is no assurance that the application would be approved, or that the funds for the grant have been appropriated. Further, and more importantly, it is highly unlikely that these funds could be used to restore a building not owned by the Center, and particularly a church, which would appear to be unconstitutional under NY law.

Funds on Deposit: \$1,800,000

These deposits include \$123,000 in cash for general operations, which could not be used for repairs to the Building unless it plans to stop paying its bills. These funds cannot realistically be pledged for a capital project.

The remaining funds, \$1,714,000 on March 6, 2026, are held in a brokerage account at Neuberger Berman. However, this amount compares to a balance of \$2,172,000 in the account on August 31, 2025, based on the Center’s earlier submissions. The difference, \$457,000, was apparently used to fund daily operations over the intervening six months. At this rate, these funds would be completely depleted in 22 months.

Pledge from Anonymous Donor: \$3,000,000

Including these funds has no basis in fact. The “pledge letter entered into record” Mr. Schamroth refers to is the June 2, 2024 letter the Center submitted both in December 2025 and again on March 6. This money has already been paid to the Center as is clearly documented in the Statement of Activity for 2025 also submitted by the Center on March 6. The Center no longer meets the criteria for the final \$1 million payment in 2026 described in the June 2 letter because of its “Loss of Residency” at West Park, so all funds from this donor have already been received prior to Mr. Schamroth’s submission. What is left of this donor’s funds, after what was used to pay for day-to-day operations, is already included in Funds on Deposit, above.

Summary

Today, the Center has only \$1.7 million in savings to pay for the repairs it claims it can make, but even this amount will most likely be used for daily operations in the coming months. Without this one anonymous donor, the Center would have lost \$785,000 in 2024 and \$1.6 million in 2025, so future losses seem inevitable. It is almost certainly the case that these savings will be used for operations.

If the Church were to enter into a long-term lease with the Center, an additional \$5 million might conceivably be available (assuming the \$2 million loan offer is valid and the Center is able to obtain a \$3 million grant from the State and use it to renovate a church it doesn't own). But no such agreement has ever been under active consideration. Even the Center's "offer to make an offer," was for a three-year lease.

The due diligence the Church has undertaken of the Center's finances indicates that it is simply not able to fulfill the obligations of such a lease. It seems highly likely that, if it entered into a lease that is anything like what the Center has proposed, the Center would default within a few years, saddling the Church with the continued risks and obligations of owning a crumbling landmark, and with more contentious litigation to evict a tenant it does not want.

The Church has no interest in entering into such an agreement. If West Park is granted a hardship, the matter is moot. If the hardship is not granted, its intention would be to sell the Building "as-is" as it has committed to do since 2020. A long-term lease to a tenant like the Center would make it nearly impossible to find a buyer for the property.

Exhibit E

Analysis of Center's Expenditures

Center at West Park's Submission of Expenses is Inaccurate & Deceptive

Among the materials submitted to the Commission by The Center at West Park Inc. (the "Center") on March 7 was a "Summary of Repairs/Maintenance, Additional, and Landmark Expenses - January 2017 to October 13th, 2025," alleging that it had expended \$1,044,429 for various purposes related to the West Park Presbyterian Church (the "Building") over an eight and a half year period. The Center's report, attached hereto, was submitted without any supporting documentation, and apparently was not prepared by an accountant or finance professional.

The expenses appear to be a random collection of expenditures for rent, programming, routine maintenance and costs it incurred to challenge the Church's hardship application. The data have been entered into the attached Excel spreadsheet for clarity, based on assumptions as to their likely purpose. Notably, as this analysis shows:

- The itemized expenses submitted by the Center actually total \$876,417, not \$1,044,429; an overstatement of more than 19%.
- Fees for "Architects" (assuming it also includes the expenses of the engineers WJE) are overstated by 58% (\$168,012 vs. \$106,552) and apparently double-counted since these expenses were both itemized and added as "Architect Expenses."
- The total includes over \$391,000 in tenant expenses for rent, pest control, fire alarms, and sidewalk shed rental.
- Expenses for routine repairs and maintenance total just a little over \$200,000, or an average of about \$25,000 per year.
- Virtually none of the expenses could be directly attributed to restoration of the Building.

This is the second such submission of expenses by the Center, the first being from Mr. Hiller in March 2024, which totaled \$650,000 and is also attached hereto. This submission included \$318,123 in lighting and AV equipment; \$62,448 in employee salaries; \$31,726 for consultants; and \$36,730 for sidewalk shed rental. Like the March 7 submission, there was no indication that any expenses were attributable to restoration, nor that it was prepared by an auditor or finance professional.

There is no correlation between the two reports submitted by the Center. Significantly, the Center's 990's and audit reports show no expenses for Renovation and Repairs in 2023 or 2024.

More to the point, in its February 20, 2024 ruling the New York State Supreme Court stated that "The Defendant [The Center at West Park] does allege that, pursuant to the terms of the Lease, it paid rent and raised funds to aid in renovating and restoring the Premises. The defendant avers that it raised approximately \$500,00 to date but provides *no proof of such funds collected or expended.*" [emphasis added]

The Center at West Park Inc.

Summary of Repairs/ Maintenance, Additional, and Landmark-Related Expenses
January 2017 to October 13th, 2025

Payee	Repairs	Equipment Upgrade
Ace Atlas	\$3,055.00	Boiler repairs
AE ELECTRIC INC.	\$14,805.00	Electrical Panel Replacement
AJO Home & Lumber Depot, LLC	\$11,806.9z	repairs
Amazon.com	\$6,988.81	Purchases related to repairs
American Fire Restoration LLC	\$20,724.20	Repair/ lighting install.
ASM Electric	\$30,850.00	new emergency lighting
Assured Environments	\$22,750.00	Bell Tower Bird Control
Avarga Construction	\$14,580.00	Façade repair
B&H Photo & Video	\$53,410.03	Video equipment upgrade
Barbizon Electric Company, Inc.	\$4,826.00	Film Center Sound system
Barbizon Electric Company, Inc. (2017-2022)	\$3,096.11	
Blendin Glass and Beyond	\$5,800.00	Windows repair
Boiler Technologies Unlimited, Inc.	\$2,610.96	Boiler Service
BUSHWICK SOUNDS LLC	\$600.00	Sound equipment
C & S Hardware	\$11,418.28	Purchases related to repairs
City Parks Foundation	\$919.00	Furnish and install tree guards
CRM Electric Corporation	\$1,100.00	Electrician: rewire North Mezz
Deem Plumbing	\$8,556.56	Plumbing repairs
Etna Contracting Company	\$1,522.50	QLab 5 Audio+Video
Figure 53, LLC	\$947.99	
Frontier HAVC Corp	\$1,600.00	AC Installation
IMPERIAL CONSTRUCTION GROUP INC	\$2,530.00	Emergency waterproofing
In Fast Locksmith	\$979.88	repair front door
Lowe's Home Improvement	\$1,272.72	
Mace Renovations LLC	\$10,750.00	
MPZ Construction	\$10,000.00	Roof repairs
NYC Environmental Control Board	\$13,713.95	
NYGC- Interior Renovation Company	\$13,280.00	
Omega Power Up, Inc	\$7,680.00	
Page Ayres Cowley Architecture, LLC	\$34,718.18	
Phoenix Sutton Str. Inc.	\$37,320.00	Scaffolding & Shed rental
Phoenix Sutton Str. Inc. (2017 to -2022)	\$31,825.00	Scaffolding & Shed rental
Ponderosa Contracting LLC	\$63,404.00	building Renovation

R&R Restorations Inc	\$5,900.00	Video equipment upgrade
Rose Brand	\$327.56	Flame retardancy fabric
S & Son Mechanical	\$4,200.00	Plumbing
STEELDECK NY INC	\$4,554.00	Stage Renovation
SWEETWATER SOUND	\$8,954.16	Sound equipment
SYSTEMS 2000 PLUMBING SERVICE, INC	\$16,770.00	Plumbing Electrician
The Metro Group	\$6,017.12	
WJE Engineers & Architects, P.C.	\$10,000.00	
WJE Engineers & Architects, P.C. (2017-2022)	\$61,833.69	3D Scan of façade
Total	\$499,259.46	

Additional Expenses

Monthly maintenance costs assumed from West Park Presbyterian Church

Standard Pest Management	\$17,399.00	Monthly Pest Control
AFA Protective Systems, Inc.	\$69,225.87	Digital Fire alarm
Rent paid to West Park Presbyterian Church	\$221,794.61	

Total \$308,419.48

Landmark Expenses

Architects \$168,012.24

Total Landmark	\$168,012.24
Total Repairs and Equipment upgrade	\$567,997.64
Total Repairs, Equipment upgrade and Additional Expenses	\$876,417.12
Total Repairs, Upgrade, Additional and Landmark	\$1,044,429.36

Center at West Park
Expense Detail- 1/1/2017 to 10/13/2025

	Routine Maintenance	Rent Expense	Arts Programming	Building Repairs	Challenge WPPC Hardship Application	Restoration	Total
Ace Atlas	3,055						
AE Electric			14,805				
AJO Home& Lumber	11,807						
Amazon	6,989						
American Fire Protection				20,724			
ASM Electric				30,850			
Assured Environments	22,750						
Avarga Construction				14,580			
B&U Photo			53,410				
Barbizon Electric			4,826				
Barbizon Electric (2017 - 2022)	3,096						
Blendin Glass and Beyond						5,800	
Boiler Technologies Unlimited	2,611						
Bushwick Sounds			600				
C&S Hardware	11,418						
City Parks foundation	919						
CRM Electric			1,100				
Deem Plumbing				8,557			
Etna Contracting	1,523						
Figure 53	948						
Frontier HVAC	1,600						
Imperial Construction				2,530			
Fast Locksmith	980						
Lowe's	1,273						
Mace Renovations				10,750			
MPZ Construction				10,000			
NYC Environmental Control Board		13,714					
NYGC Interior Renovation				13,280			
Omega Power Up	7,680						
Page Ayres Cowley					34,718		
Phoenix Sutton		37,320					
Phoenix Sutton		31,825					
Ponderosa Contracting						63,404	
R&R Restorations			5,900				
Rose Brand			328				
S & Son Mechanical	4,200						
Steeldeck NY			4,554				
Sweetwater Sound			8,954				
Systems 2000 Plumbing				16,770			
The Metro Group (HVAC?)	6,017						
WJE Engineering					10,000		
WJE Engineering					61,834		
Standard Pest Management		17,399					
AFA Protective Systems		69,226					
Rent to West Park		221,795					
Total	86,865	391,278	94,477	128,041	106,552	69,204	876,417
			11%	15%	12%	8%	100%
Center Totals	Center	Actual	Difference	Pct. Difference			
Total Other	499,259	392,301	106,959	27.3%			
Monthly Maintenance	308,419	377,564	(69,145)	-18.3%			
Architects (incl WJE)	168,012	106,552	61,460	57.7%			
Reported Total	1,044,429	876,417	168,012	19.2%			
Actual Total	975,691	876,417	99,274	11.3%			

Center at West Park
Expenses Submitted by Hiller as Reply Exhibit C
Mar-24

	<u>Vendor</u>	<u>Date</u>	<u>Description</u>	<u>Building Repairs</u>	<u>Consulting Services</u>	<u>Sidewalk Shed</u>	<u>Routine Maintenance</u>	<u>Operating Expense</u>	<u>Employee Salaries</u>	<u>Center at West Park</u>	<u>Production Costs</u>	<u>Total</u>
1	American Fire Restoration	10/27/23	Sheetrock repair - Noche	3,911								3,911
2	American Fire Restoration	11/13/23	Repairs - Ladies Room	11,724								11,724
3	Ponderosa Contracting	11/21/23	Painting				18,524					18,525
4	Gusto Payroll Journal	12/31/23	Employee Salaries						48,719			48,720
5	Gusto Payroll Journal	12/31/24	Employee Salaries						13,729			13,730
6	Midtown Interiors Resources	10/26/23	Misc. Repairs				44,880					44,881
7	Principal Building Services	10/20/23	Cleaning - Water Damage				900					901
8	AFA Protective Systems	12/05/21	Fire Alarm Maint.					2,584				2,585
9	Blendin Glass & Beyond	11/28/23	New mirror, rubbish removal					2,200				2,201
10	Blendin Glass & Beyond	09/06/23	Window repair				3,600					3,601
11	C&S Hardware	02/29/24	Bird Spike, paint					2,047				2,048
12	ASM Electric & Machine Corp	02/05/24	New elec. outlets				8,250					8,251
13	Frontier HAVC Corp.	09/05/23	HVAC repair				1,600					1,601
14	S & Son Mechanical	11/15/23	Sink repair				300					301
15	Duel Fuel Corp.	10/03/22	Annual Boiler Maint.				435					436
16	Duel Fuel Corp.	11/21/22	Annual Boiler Maint.				4,339					4,340
17	Duel Fuel Corp.	11/21/22	Boiler Operating Certif.					1,118				1,119
18	Ace-Atlas	01/29/24	Boiler repair				1,080					1,081
19	MPZ	08/28/23	Patch Roof	4,000								4,000
20	MPZ	10/27/23	Patch Roof	1,250								1,250
21	MPZ	11/06/23	Carpet Removal				700					701
22	Systems 2000 Plumbing	08/01/23	Clogged Sewer				305					306
23	Systems 2000 Plumbing	02/01/24	Clogged Sink				695					696
24	Systems 2000 Plumbing	02/09/24	Heating System Repairs				16,083					16,084
25	Systems 2000 Plumbing	11/01/23	Clogged floor drain				490					491
26	Deem Plumbing	12/18/23	Gas inspection - LL 152					2,190				2,191
27	Deem Plumbing	12/28/23	Clogged sink				880					881
28	AFA Protective Systems	01/05/24	Fire Alarm inspection					1,625				1,626
29	illiam Hird & Co.	12/31/23	Fire Extinguisher maint.				894					895
30	Phoenix Sutton	10/24/22	Sidewalk Shed			4,900						4,901
31	Phoenix Sutton	12/01/22	Rent - Sidewalk Shed			1,225						1,226
32	Hillmann Consulting	07/25/22	Advisory Services		5,000							5,001
33	Metro Group	10/27/23	Light fixture repair				2,998					2,999
34	Metro Group	11/09/23	Light fixture repair				3,019					3,020
35	MPZ	10/25/23	Sheetrock	2,550								2,550
36	MPZ	10/25/23	Waterproofing	1,250								1,250
37	Dual Fuel	11/06/23	Service call					762				763
38	Phoenix Sutton	12/30/22	Rent - Sidewalk Shed			1,225						1,226
39	Phoenix Sutton	02/28/23	Rent - Sidewalk Shed			1,225						1,226
40	Phoenix Sutton	03/31/23	Rent - Sidewalk Shed			1,225						1,226
41	Phoenix Sutton	04/30/23	Rent - Sidewalk Shed			1,225						1,226
42	Phoenix Sutton	05/30/23	Rent - Sidewalk Shed			1,225						1,226
43	Phoenix Sutton	05/30/23	Sidewalk Shed Maint.			5,175						5,176
44	Phoenix Sutton	06/29/23	Rent - Sidewalk Shed			1,225						1,226
45	Phoenix Sutton	08/16/23	Sidewalk Shed Maint.			5,175						5,176
46	Phoenix Sutton	08/28/23	Rent - Sidewalk Shed			1,225						1,226
47	Phoenix Sutton	09/27/23	Rent - Sidewalk Shed			1,225						1,226
48	Phoenix Sutton	10/27/23	Rent - Sidewalk Shed			1,225						1,226
49	Phoenix Sutton	11/27/23	Rent - Sidewalk Shed			1,846						1,847
50	Phoenix Sutton	12/27/23	Rent - Sidewalk Shed			1,846						1,847
51	Phoenix Sutton	12/27/23	Rent - Sidewalk Shed			1,846						1,847
52	Phoenix Sutton	01/27/24	Rent - Sidewalk Shed			1,846						1,847
53	Phoenix Sutton	02/28/24	Rent - Sidewalk Shed			1,846						1,847
54	Brooklyn College - CUNY	11/21/23	Tech System upgrade					3,500				3,501
55	Center at West Park	11/27/23	Production Upgrades								44,613	44,614
56	Brooklyn College - CUNY	11/21/23	Tech System upgrade					3,500				3,501
57	Michael Redman	10/28/23	Lighting and Sound Systems								2,500	2,501
58	Lem Goldstein	12/13/23	Lighting rental								480	481
59	B&H	10/31/23	Sound equip								17,779	17,780
60	B&H	11/02/23	Sound equip								1,047	1,048
61	B&H	11/09/23	Sound equip								3,644	3,645
62	B&H	11/16/23	Sound equip								1,002	1,003

	<u>Vendor</u>	<u>Date</u>	<u>Description</u>	<u>Building Repairs</u>	<u>Consulting Services</u>	<u>Sidewalk Shed</u>	<u>Routine Maintenance</u>	<u>Operating Expense</u>	<u>Employee Salaries</u>	<u>Center at West Park</u>	<u>Production Costs</u>	<u>Total</u>
63	Amazon	11/06/23	Supplies								475	476
64	Amazon	11/09/23	Office Supplies					136				137
65	Amazon	11/07/23	Stage lighting								637	638
66	Amazon	11/08/23	Stage lighting								1,197	1,198
67	Amazon	11/06/23	Office Supplies					389				390
68	Amazon	11/01/23	Office furniture					289				290
69	Amazon	10/31/23	Lighting equip								1,420	1,421
70	Amazon	11/01/23	Lighting equip								2,799	2,800
71	Amazon	11/07/23	Lighting equip								1,197	1,198
72	Amazon	11/28/23	Lighting equip								1,528	1,529
73	B&H	11/16/23	Extension Chords								58	59
74	Mega Building Supply	11/15/23	Extension Chords								78	79
75	Mega Building Supply	11/12/23	Misc. Supplies					26				27
76	Mega Building Supply	11/07/23	Paint									53
77	Mega Building Supply	11/07/23	Misc. Supplies				52	310				311
78	Barbizon Electric	11/21/23	Electric equipment								4,806	4,807
79	Center at West Park	11/27/23	Production Upgrades								44,613	44,614
80	Lem Goldstein	12/13/23	Equipment rental								480	481
81	B&H	10/31/23	Audio equipment								6,689	6,690
82	B&H	11/02/23	Audio equipment								6,935	6,936
83	B&H	11/09/23	Misc. Sound Equip								7,180	7,181
84	B&H	11/16/23	Misc. Sound Equip								7,425	7,426
85	B&H	11/16/23	Misc. Sound Equip								7,671	7,672
86	B&H	11/27/23	Misc. Sound Equip								7,916	7,917
87	Michael Redman	10/25/23	AV Consulting								8,161	8,162
88	Amazon	11/06/23	Stage lights								8,407	8,408
89	Amazon	11/09/23	Desk					8,652				8,653
90	Amazon	11/08/23	Lighting Equipment								8,897	8,898
91	Amazon	11/08/23	Lighting Equipment								9,143	9,144
92	Amazon	11/06/23	File cabinet					9,388				9,389
93	Amazon	11/01/23	Office furniture					9,633				9,634
94	Amazon	10/31/23	Lighting Equipment								9,879	9,880
95	Amazon	10/31/23	Lighting Equipment								10,124	10,125
96	Amazon	11/08/23	Lighting Equipment								10,369	10,370
97	Amazon	11/28/23	Lighting Equipment								10,615	10,616
98	B&H	11/16/23	Extension Chords								10,860	10,861
99	Mega Building Supply	11/15/23	Misc. Supplies					78				79
100	Mega Building Supply	11/12/23	Misc. Supplies					26				27
101	Mega Building Supply	11/01/23	Misc. Supplies					52				53
102	Mega Building Supply	11/07/23	Misc. Supplies					310				311
103	Barbizon Electric	11/21/23	Electric equipment								4,806	4,807
104	Amazon	02/26/24	Office furniture					124				125
105	B&H	02/05/24	Lighting Equipment								14,026	14,027
106	B&H	02/20/24	Misc. Supplies					719				720
107	B&H	02/25/24	Misc. Sound Equip								456	457
108	B&H	02/26/24	Misc. Sound Equip								7,700	7,701
109	Knight Sound & Lighting	02/22/24	Switch Box								220	221
110	Michael Redman	01/25/24	Production Support								3,750	3,751
111	Michael Redman	02/25/24	Equip Rental								22	23
112	Michael Redman	03/03/24	Equip Rental								49	50
113	Figure 53	03/08/24	AV Equipment								899	900
114	Center at West Park	01/20/24	Video System Upgrades								25,575	25,576
115	WJE	06/09/23	Condition Assessment		4,056							4,057
116	WJE	07/07/23	Condition Assessment		10,409							10,410
117	WJE	06/09/23	Condition Assessment		4,056							4,057
118	WJE	08/15/23	Condition Assessment		1,954							1,955
119	WJE	10/27/23	Condition Assessment		473							474
120	WJE	11/27/23	Condition Assessment		4,088							4,089
121	WJE	12/20/23	Condition Assessment		405							406
122	WJE	01/20/23	Condition Assessment		1,286							1,287
123	ASM Electric & Machine Corp	02/05/24	Electric repairs	8,250								8,251
124	ASM Electric & Machine Corp	02/08/24	Electric repairs	8,250								8,251
Total				41,186	31,726	36,730	110,024	49,657	62,448	-	318,123	650,012
Percent of Total				6%	5%	6%	17%	8%	10%	0%	49%	100%

Exhibit F

Resolution of Congregation approving Social Justice Fund

THE CONGREGATION OF THE
WEST-PARK PRESBYTERIAN CHURCH OF NEW YORK CITY

Sale of Real Property

A meeting of the Congregation of the West-Park Presbyterian Church of New York City (the “Congregation”) was held by a Zoom conference at Noon on Sunday, March 27, 2022, pursuant to proper notice. There are twelve Active Members of the Congregation and nine were in attendance, which represented a quorum (as per Article II, Section 6 of the by-laws). The Rev. Anne Conroy attended and served as Moderator. Roger Leaf, Chair of the West Park Administrative Commission (the “AC”) attended as a guest.

A vote for the sale of the real property located at 165 West 86th Street, New York, New York, and the disposition of sale proceeds was taken. Several days before the meeting, each member of the Congregation was provided access to copies of a Transaction Summary, the Purchase and Sale Agreement, the Development Agreement, the Appraisal, and a draft of this resolution. The Congregation voted as follows: eight in favor of the sale, none opposed to the sale, and one abstained.

WHEREAS, West-Park Presbyterian Church of New York City, a New York Religious Corporations Law corporation (the “Corporation” or the “Church”) is the owner of certain real property located at 165 West 86th Street, New York, New York, having a tax map designation of New York County, Block 1217, Lot 1 (the “Premises”); and

WHEREAS, the AC was established by the Presbytery of New York City (the “Presbytery”) on December 1, 2020, and was granted administrative jurisdiction by the General Cabinet of the Presbytery on October 19, 2021, and is therefore authorized by the Constitution of the Presbyterian Church (USA) to act as the governing body of the Corporation; and

WHEREAS, the AC has negotiated a Purchase and Sale Agreement for the Premises, which was signed on March 3, 2022, is subject to the approval of the Session of the Corporation (the “Session”), the Congregation of the Corporation, the Presbytery of New York City (the “Presbytery”), the New York State Supreme Court, and is conditioned upon certain actions by the Landmarks Preservation Commission (“LPC”), to sell the Premises to 165 West 86th Street Property Owner LLC, an affiliate of Alchemy Properties Inc., or its assigns (the “Grantee”), for the consideration of \$33 million (cash), and the construction of a “white box” community space for the Corporation in the new building by 165 West 86th Street Developer LLC pursuant to the Development Agreement; and

WHEREAS, the AC provided each member of the Congregation with access to an

electronic file containing a Transaction Summary, the Purchase and Sale Agreement, the Development Agreement, and estimated closing costs. Each member of the Congregation was also given access to an Appraisal of the Premises, based on an independent appraisal prepared by BBG, Inc., dated August 9, 2021, and a comparison of the appraisal to the sales price; and

WHEREAS, said consideration and terms of sale are fair and reasonable to the Corporation and the purposes of the Corporation will be promoted by said sale and the net consideration, when received, will provide funds to enable the Corporation to carry on its proper corporate religious activities and purposes.

NOW, THEREFORE, it is

RESOLVED, that the actions taken by the AC and the Session in support of the sale of the Premises are hereby ratified, confirmed and approved. AC is authorized to make, execute and deliver to the Grantee a good and sufficient deed of the Premises, to act for and in the name of the Corporation. and to take such other and further action and to execute such other and further papers as may be necessary to carry into effect these resolutions; and it is further

RESOLVED, that the AC and the Session have recommended the sale of the Premises to the Grantee to the Congregation and the proposed use of the proceeds from the sale; and it is further

RESOLVED, that the Congregation has approved the Purchase and Sale Agreement, Development Agreement, and any other related documents to affirm the sale; and it is further

RESOLVED, that the said Purchase and Sale Agreement and the Development Agreement shall bind the Corporation to sell and convey the Premises to the Grantee for a consideration of \$33 million (cash) and a newly constructed white box community space for the Corporation in the new building; and it is further

RESOLVED, that the Church will first use the cash proceeds it receives from the sale of the Premises to pay the closing costs related to the sale, including the expenses to obtain LPC approval, and it is further

RESOLVED, that the Church will next use the cash proceeds it receives from the sale of the Premises to repay any outstanding indebtedness, including any outstanding loans from the Presbytery, and it is further

RESOLVED, that the Church will next utilize the cash proceeds it receives from the sale of the Premises to fit out the white box community space so that it can be used for arts programs

and/or other community activities, in addition to use by the Church as its place of worship; and it is further

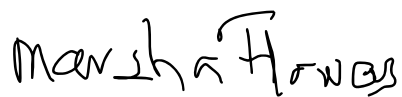
RESOLVED, that the Session, in partnership with the Board of Trustees of the Presbytery will establish a financial plan for the revival, growth, stability and continued mission of the Church, and determine an amount to be set aside for the benefit of the Church in the form of an endowment to provide assistance in meeting these goals. Such funds will be invested by the Presbytery, and the earnings thereon used for the benefit of the Church, and it is further

RESOLVED, that the remaining funds will be donated to the Presbytery, and the earnings thereon used to make grants and or loans to churches in the Presbytery for the following purposes:

- Establishment, operation and maintenance of food pantries, soup kitchens, shelters, warming and cooling centers;
- Development of studies to determine potential sale or adaptive reuse of underused church property for affordable housing or other uses that are in the furtherance of the mission of such churches and the Presbytery;
- Assistance in compliance with the provisions of New York City's Climate Mobilization Act (the Green New Deal);
- Establishment of programs to advance the causes of diversity, inclusion and equity;
- Establishment of programs for the health, wellbeing and safety of older adults and the positive development of children and youth;
- Other expenses of the Presbytery that are in the furtherance of its mission of service to the communities of the City of New York, but not to be used for the payment of the Presbytery's expenses for personnel, office rent, and legal or other professional fees, and it is further

RESOLVED, that, until completion of construction of the new community facility, the Congregation will continue to meet for worship on-line via Zoom as it has for the last two years, or when meeting in person, in space provided by other Presbyterian churches on the Upper West Side.

Dated: March 27, 2022



Acting Clerk of Congregation

Exhibit G

Stout Responses to JLP+D, Leitner Berman, and Urban/Factors submissions and
Supplemental Reasonable Return Analysis

March 27, 2026

Hon. Angie Master
Acting Chair
Landmarks Preservation Commission
253 Broadway, 11th Floor
New York, New York 10007

**Re: Surrebuttal Response
LPC-26-02776
West-Park Presbyterian Church
165 West 86th Street
New York, New York
Block 1217, Lot 1**

Dear Chair Master and Members of the Landmarks Preservation Commission:

In accordance with the request of our client, the West Park Administrative Commission (“WPAC” or the “Applicant”), we have prepared the following surrebuttal responses to certain documents and analyses submitted by Hiller, P.C. (“Hiller”), dated March 6, 2026 (the “Hiller Surrebuttal”), on behalf of The Center at West Park (the “Center”). These responses have been prepared to assist WPAC in connection with its hardship application to the City of New York Landmarks Preservation Commission (“LPC”) in accordance with the Landmarks Law of the City of New York to seek demolition of the existing improvements.

This letter responds to additional comments prepared by James F. Lima of James Lima Planning + Development (“Lima”), Joel Leitner, MAI, of Leitner Berman (“Leitner”) and Margery Perlmutter, R.A., Esq. (“Perlmutter”) of Urban/Factors.

Summary of Conclusions:

Following a review of the materials contained within the Surrebuttal materials, it remains a fact that the property cannot achieve a reasonable return per LPC statute. The Surrebuttal comments submitted by Hiller’s experts have not accurately demonstrated that WPPC can earn a reasonable return, as they continue to rely on flawed assumptions that result in misleading conclusions. In general, we find it curious that the three experts hired by Hiller lean on calculations and methodologies presented in the Stahl matter to establish certain precedents, like the treatment of excess development rights, but ignores Stahl when it conflicts with their aim, such as the proper treatment of renovation and restoration costs. For brevity, we have briefly addressed the Surrebuttal points within this letter.

Leitner Surrebuttal: The Leitner Berman response dated March 6, 2026, continues to state that the Don Friedman costs are reasonable for this analysis. In reality, the Friedman costs are a partial scope that is not sufficient to secure a typical tenant in the market as tenants are unwilling to take on the costs and risks of a significant renovation and restoration of an individual landmark with tens of millions of dollars of deferred maintenance.

- Response to Schuman/Savills Letter: A very inaccurate statement made by Leitner in response to the Savills letter is, “The Center at West Park occupied the subject property for approximately ten years and paid market rent during that period, demonstrating its market leasing potential.” The Center paid approximately \$2.00 per square foot in rent.
- Response to Stout Letter: Leitner mischaracterizes Stout’s criticisms of the Leitner Report. The Stout letter suggested that Leitner did not appreciate the condition of the structure and that this was evident in the Leitner analysis. In surrebuttal, Leitner argues that the property “effectively serves a public arts organization” and that a “a property that is actively and adequately supporting its intended purpose cannot reasonably be characterized as functionally obsolete.” On the contrary, it is obsolete because under its current condition it cannot serve its intended purpose as a house of worship, and for an alternative use considerable investment is necessary.
- Leitner continues to be incorrect by suggesting that the property is marketable. In its application, WPAC detailed the history of prior marketing efforts and offers for development, all of which were withdrawn when the condition of the West Park Presbyterian Church (the “Building”) was revealed; it is unmarketable in its current condition.
- With respect to the development rights, Leitner inappropriately shifts the burden of analyzing the marketability on Margery Perlmutter’s analysis. “We have relied on Margery Perlmutter’s analysis per the marketability of the development rights. Margery is an impartial professional with a longstanding reputation, including her service as a former member of the Landmarks Preservation Commission and extensive expertise regarding receiving sites for air rights.” Unfortunately, neither Leitner nor Ms. Perlmutter actually analyzed the feasibility and marketability of the development rights, as a feasible development site was not found.
- Finally, Leiter notes that, “Our report assumes a minimum market rent of \$23.34 per square foot is required to lease the space and achieve a reasonable return. Even in its current condition, historical evidence demonstrates that this rent is attainable. The prior lease to The Center at West Park confirms that the property can generate market rent without requiring significant pre-lease renovations, supporting the reasonableness of our assumptions.”

The assertion that the prior lease to the Center – for less than \$2.00 per square foot – is evidence of market rent clearly demonstrates that Leitner is failing to recognize the reality of the Building’s condition and the work that would be required to make it rentable. In failing to do so, the Leitner analysis improperly analyzes the reasonable return analysis. It is evident that Leitner is ignoring the clear facts that the property is not

marketable for sale, is not rentable to a typical tenant in its current condition and cannot earn a reasonable return. Furthermore, it is worth noting that while paying less than \$2.00 per square foot in annual rent, the Center had a responsibility under the lease to repair the Building, but never did. Because the Center failed to perform the repairs contemplated, this led to further disrepair, thereby shifting the burden back to WPPC.

Urban/Factors Surrebuttal: The Urban/Factors surrebuttal report rehashes inaccurate claims and incomplete analyses. It does not “correct the record” nor does it disprove any claims put forth in the Stout rebuttal letter. Perlmutter continues to present arguments without the support of any facts, research or analysis.

- The Urban/Factors Surrebuttal presents discussion relating to the Stahl precedent matter regarding the WPPC TDRs. The Applicant does not dispute the fact that it has excess development rights, nor that these development rights might, one day, be marketable. However, the Applicant performed a lot-by-lot analysis of each site which can receive the WPPC TDRs and it was determined that there was no viable receiving site. In the Stout report, a value of up to \$1.5 million was ascribed to the WPPC TDRs, based on precedent transactions where the TDRs had a only an option value, which has been included in a revised analysis shown later in this letter.
- The Urban/Factors surrebuttal does not accurately rebut key points in the Stout analysis. For example, in discussing assemblages with rent regulated tenancies, Perlmutter suggests that the ubiquitous assemblages in the Upper East Side are demonstrative of how easy it is to put sites together. While demolition eviction can be pursued, it is often a very lengthy and expensive process that ultimately involves substantial payments to occupying rent regulated tenants. Urban/Factors omits the fact that in some of these assemblages, it has been reported that tenant blocs have commanded payments nearing \$20 million. It is exceedingly rare for occupied encumbered development sites to trade with rent regulated tenants in place. Those that do are often met with eight-figure obligations. Developers are unwilling to take the risks, time and costs to vacate regulated tenants. This is another example of academic concepts not matching reality.
- Urban/Factors claims **“Rooftop additions are common”**: While they may be common, there is not a single transaction in the market where a cooperative or condominium purchased development rights from an abutting party or third party for use in a rooftop addition.
- Urban/Factors claims **“The Rebuttal Experts Didn’t Do the Legwork to Find Examples”**: The insinuation in this passage is that the Applicant’s experts failed to make the effort to find examples is wholly inaccurate and misplaced. In conjunction with Applicant’s counsel – the leading land use department in the City of New York – not a single transaction by a cooperative or residential condominium to purchase development rights from a neighbor for a rooftop addition was uncovered. Perlmutter’s insulting claim that we did not do the legwork is wrong. In fact, Stout performs a weekly search of all Easement, Development Rights and Miscellaneous transactions to stay ahead of the curve. **Urban/Factors did not offer one such example and has yet to do so.**

Lima Surrebuttal: The Lima Surrebuttal response is more of the same from the original Lima Report. Like the Leitner Report, it fails to recognize that the condition of the church Building precludes a typical tenant or user from occupying the space. A typical tenant is unwilling to take on the costs to restore and renovate the property, and a typical owner of the property would not undertake the level of work required to achieve a rent below market. In fact, the Applicant's reasonable return analysis demonstrates that even securing a tenant at the top of the market is not enough to produce a reasonable return given the costs associated with renovation and restoration.

In "Scenario 2" presented in the Lima response, Lima, again, presents a scenario that fails to address the reasonable return calculations set forth by statute and precedent. It presents \$550,590 in income – relying on comparable rental data from Leitner. Where this analysis fails is that it assumes this income is sustainable in perpetuity with only a minimal level of maintenance and no material repair costs. The Lima analysis is fundamentally flawed and in direct contravention with the LPC statute and precedent, as the costs to perform the renovations are not reflected in the reasonable return analysis. They must be added to the improvement assessment and multiplied by 2% to reflect an annualized expense. This is well established. A corrected version of Lima's Scenario 2, with these adjustments included, is shown below:

Lima Scenario 2 Corrected Scenario 2 Notes to Corrections		
Real Estate Taxes	Exempt	Exempt
Owner's Building Repair Costs	0	\$0
Assessor's Full Market Value	\$8,455,000	\$8,455,000
Assessed Value (45% of Market Value)	\$3,804,750	\$3,804,750
Assessed Value Increase from Repairs	\$1,026,765	\$2,730,137
Revised Assessed Value (45% of Market Value)	\$4,831,515	\$6,534,887
66.6% x 45% of \$9.1m scope ¹		
Pro-forma		
Income		
Rental Revenue	\$550,590	\$550,590
Landlord Profit Sharing	\$0	\$0
Additional Tenant Rent from Repairs	\$0	\$0
Total Gross Income	\$550,590	\$550,590
TDRs Sales Proceeds	\$0	\$0
Effective Gross Income	\$550,590	\$550,590
Operating Expenses		
Insurance	\$24,688	\$63,000
Maintenance	\$24,688	\$24,688
Misc & Admin.	\$6,172	\$6,172
Management Fee	\$12,344	\$12,344
Total Expenses	\$67,892	\$106,204
Depreciation Allowance	\$55,680	\$217,681
Net Operating Income (Numerator)	\$1,776,788	\$226,705
2% of Improvement Assessment and \$9.1m scope		
Reasonable Return Test		
Revised City Assessment	\$4,831,515	\$6,534,887
6% Threshold Return	\$289,891	\$392,093
Return on Investment (ROI) without TDR Sale	\$1,776,788	\$226,705
Reasonable Return %	36.77%	3.47% Corrected Scenario does not meet 6% return

¹ Assumes 2/3 of the work is recognized as contributing to value, vs. Leitner's assuming that only 25% of the work is added to market value

Note: Even with the limited scope of work presented by Don Friedman – which excludes necessary code upgrades and interior fitout – the property fails to earn a reasonable return.

Lima’s Surrebuttal discussion of the property’s TDRs mirrors much of the same presented in the Urban/Factors report. It fails to analyze the reality of the situation, which is that the WPPC TDRs have no identified receiving site, and have – at best – option value. The Stout analysis presents two relevant data points to establish the option value of the WPPC TDRs. The Applicant acknowledges that the WPPC TDRs are not valueless in light of the changes to the zoning resolution brought about by the City of Yes for Housing Opportunity. The Stout analysis quantifies the option value using historical sales, and translates them into an annualized figure, as demonstrated below.

Response to LPC Requested Analysis:

At the request of LPC, we have incorporated the option value of the WPPC TDRs in the reasonable return analysis. It is our opinion that the WPPC TDRs – which have no feasible receiving site – have an option value of \$1,500,000. As the reasonable return analysis requires annualized income, we have converted this one-time option price into an annual income stream using a 4% factor, mirroring the Lima analysis. We have included this in the original scenario included with the 2025 test year submission using the Actual Scope and have also used it in a Reduced Scope scenario.

The Reduced Scope scenario uses the costs estimated by Don Friedman, and also adds minimal code work of \$5 million¹ plus interior fitout costs of \$150 per square foot, a figure that was previously accepted as reasonable for this analysis by LPC consultants, and echoed in the Schuman/Savills report. To process the reasonable return calculation – per precedent and statute – we add the improvement assessment to the total costs and multiply this figure by 2% to produce an annual expense for repairs. This results in an annual expense of \$1,149,587 under the Actual Scope scenario and \$372,740 under the Reduced Scope scenario.

Scenario	Actual Scope	Reduced Scope
Friedman Costs	\$55,722,117	\$9,126,797
Code Work (Minimal; with mark-ups)	incl	\$5,000,000
Interior Work PSF	\$150 incl	\$2,752,950
Total - Reduced Scope	\$55,722,117	\$16,879,747
Plus: Improvement Assessment	\$1,757,250	\$1,757,250
Total Depreciable Costs	\$57,479,367	\$18,636,997
x 2%	\$1,149,587	\$372,740

The two scopes are used to test the reasonable return assuming a market rent of \$55 per square foot for the actual scope, and using the reduced rent of \$20 per square foot put forth in the Lima analysis. This implies the tenant is willing to make up the shortfall of repair and restoration costs between the Friedman scope and the full scope, and pay a rent of \$20 per square foot. As unlikely a scenario as it is, we have presented and analyzed it.

¹ It is likely that to address all code items the costs are 2x to 3x this figure

Based on the set forth below, the property is unable to achieve a reasonable return under either the Full Scope scenario or the Reduced Scope scenario. This calculation does not recalculate the assessed value, and uses the current assessed value in the calculation.

INCOME APPROACH SUMMARY			
Scenario		Full Scope	Reduced Scope
Rentable Building Sq. Ft.		18,353	18,353
Rent PSF		\$55.00	\$20.00
PGI		\$1,009,415	\$367,060
Less: Vacancy and Collection Loss @ %		5.0%	5.0%
Less: Vacancy and Collection Loss @ \$		(\$50,471)	(\$18,353)
Effective Gross Income		\$958,944	\$348,707
Insurance PSF @	\$1.50	\$27,530	\$27,530
Professional Fees p/annum @	\$7,500	\$7,500	\$7,500
Utilities		Tenant	Tenant
Payroll	None	\$0	\$0
Repairs and Maintenance	Tenant	\$0	\$0
Structural Repairs PSF @	\$0.50	\$9,177	\$9,177
Management and Leasing % EGI @	6.00%	\$57,537	\$20,922
Operating Expenses		\$101,743	\$65,128
NOI Before Amortized Dev Costs and RE Taxes		\$857,202	\$283,579
Less: Amortized Development Costs		(\$1,149,587)	(\$372,204)
Plus: Income from TDRs		\$60,000	\$60,000
Net Operating Income (w/out Real Estate Taxes)		(\$232,386)	(\$88,625)
ROI Threshold - Current Assessed Value		\$228,285	\$228,285
Meets ROI Threshold		No	No

As shown above, even when annual revenues associated with TDRs are included as a recurring income item, a reasonable return is not possible.

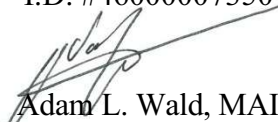
Conclusion:

The Hiller Surrebuttal submissions still do not demonstrate that the property can achieve a reasonable return under LPC statute and precedent, nor do they effectively counter the Applicant's evidence showing that, given realistic costs, timelines, and market conditions, the property cannot generate a reasonable return.

Respectfully submitted,



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 Managing Director
 State of New York Certified General Appraiser
 I.D. #46000007350



Adam L. Wald, MAI
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