West Park Presbyterian Church
165 West 86th Street, Manhattan
Block 1217, Lot 1

Application to Landmarks Preservation Commission
Pursuant to Administrative Code § 25-309 for a Notice to Proceed
Authorizing Demolition on the Grounds of Insufficient Return

September 11, 2025

I. Introduction

This is an application by the West Park Administrative Commission ("West Park AC"), the governing body for the West-Park Presbyterian Church of New York City, a New York religious corporation ("West Park" or the "Church"). The Church seeks approval of a Notice to Proceed to allow the demolition of the existing building (the "Building") on the property located at 165 West 86th Street (the "Property") on the basis of financial hardship, pursuant to NYC Administrative Code Section 25-309(2). West Park AC had previously filed a hardship application with the Commission in April 2022 but withdrew that application in January of 2024 prior to any determination by the Commission.

The Building was built in 1890 and was designated as an individual landmark in 2010 (LP-2338). The Building is severely deteriorated and has been in need of immediate repair to its sandstone façade, roof, structural elements, and its building systems for years. These conditions were evident at the time of designation but have only grown worse over time. A sidewalk bridge was erected in 2000 to protect pedestrians from falling pieces of the facade, and has been in place ever since. The deterioration of the sandstone façade is expected to continue to grow worse with the passage of time, and with increasingly severe weather events in the future.

The Church has exhausted all of its financial resources in maintaining the Building. As a result, the West Park AC, a special commission established by the Presbytery of New York City (the "Presbytery") at the request of the West Park congregation, was established to assist the Church with the sale of Building and Property and related matters. The Presbytery oversees over 88 congregations and 10 worshipping communities located within the five boroughs of New York City.

To qualify for a hardship and the issuance of a Notice to Proceed under the Landmarks Law,[1] the West Park AC must demonstrate that it can meet four criteria:

- The property is not capable of earning a reasonable return under the standard set forth in Administrative Code Section 25-309(a)(2).

- The Building has ceased to be adequate, suitable, or appropriate for use by the owner for the purposes to which it is devoted.

[1] NYC Administrative Code § 25-301, *et seq.*

- The owner has entered into a bona-fide agreement to sell the Building, subject to the issuance of a certificate of appropriateness or notice to proceed.

- The prospective purchaser intends, in good faith to demolish the Building immediately for the purpose of constructing a new building on the site.

Reasonable Return: Even if fully renovated, the Building would not be able to earn sufficient income to generate a "reasonable return," as defined in the Landmarks Law. As demonstrated in the appraisal submitted with this application, the Building in fact generates a negative return.

Suitability: The Building does not serve the religious mission of the Church, and the burdens associated with maintaining the Building have completely depleted West Park's resources. The entirety of the Presbytery's resources for all of the congregations in New York City under its care would not be sufficient to meet the estimated costs to restore the Building, and even if fully restored, the sandstone façade would require on-going repair and maintenance given the fragile nature of the historic fabric.

Sale of the Building: The West Park AC entered into a Purchase and Sale Agreement with an affiliate of Alchemy Properties for the sale of the Property (the "Sales Contract") on March 3, 2022. Alchemy intends to demolish the Building immediately and construct in its place a mixed-use residential building (the "New Building") as permitted by the Property's current zoning that will include ground floor retail space and an approximately 10,000-square-foot community and arts space that will be retained by the Church.

Intent to Demolish: The Sales Contract is contingent on the demolition of the Building, and Alchemy intends to construct the New Building following the demolition. The Church has no tenants in the Building with agreements that extend beyond December 31, 2025, and the congregation has made plans to meet via Zoom for worship and Bible study after demolition and during construction of a new worship space. Alchemy will be able to move expeditiously with the demolition of the Building once the hardship is approved and the New York Supreme Court has approved the sale of the Building.

No other congregation or worshipping community has expressed any interest in acquiring the Building, given its condition and the extraordinary costs that would be required to create a safe and usable space. After years of trying, the Church has been unable to find another entity with a viable financial plan to take over the Building and restore it. Accordingly, the Church requests the Commission's approval of a Notice to Proceed on the grounds of financial hardship.

The issuance of a Notice to Proceed would enable the Church to construct a safe, sustainable place for worship and to continue its historic support for the arts. It would provide the funding to repay its debts and hire the pastoral staff needed to revitalize this storied congregation. The Church will contribute the bulk of the proceeds of the sale of the Building - $25-30 million - to the Presbytery to support social justice programs at Presbyterian churches throughout New York City. The fund would also enable the Presbytery to fund repairs to its other landmark churches.

II. Background

The West Presbyterian Church was founded in 1852 and was originally located on 84th Street and West End Avenue. It purchased the Property for a new, larger church in 1882. Park Presbyterian Church was founded in Greenwich Village in 1829, moved to Midtown in 1860, and in 1911 merged with West Presbyterian Church to form West Park.

The Church first constructed a small brick chapel on the eastern end of the site, designed by Leopold Eidlitz, in 1885. The current structure was designed by architect Henry Kilburn, and was officially completed in 1890. Kilburn incorporated and redesigned the Eidlitz chapel building with a unified façade of red sandstone, in the Romanesque Revival style. The new church had 900 seats within the 10,000-square-foot sanctuary, and included an adjacent 6,000-square-foot community house to the east. In addition to its red sandstone façade, the Building is distinguished by a red sandstone bell tower that rises above the roof level at the corner of West 86th Street and Amsterdam Avenue.

Deterioration of the Building

The West Park congregation had a membership of nearly 250 members in the 1980s. During this period, the Church was home to the pre-eminent nuclear disarmament groups SANE and FREEZE. The More Light movement welcomed the gay and lesbian community into full participation in Church life began at West Park, and God's Love We Deliver began using the kitchen at West Park to prepare its meals in 1987. West Park congregants served in the formation of West Side Campaign Against Hunger. The Church also served as a hub for services to deliver aid and support following the tragedy of September 11, 2001. The Church participated in the formation and continuation of Westside Federation of Senior and Supportive Housing, the Interfaith Assembly on Housing and Homelessness, and Manhattan Together, an affiliate of the nationwide Industrial Areas Foundation.

But during the 1970s and 1980s, the Building fell into disrepair, particularly its façade. The pressures from rising facilities maintenance costs, exacerbated by the frail sandstone construction of the Church, led to a decline in membership that exceeded its peer churches on the Upper West Side. During the crack epidemic of the 1980s, the Building was broken into and vandalized several times, and the façade began to show serious signs of disrepair. West Park had become hamstrung by the demands of maintaining a building that no longer supported the mission of the Church.

In 2000, pieces of the Building's façade started falling onto the surrounding sidewalk, creating a serious safety hazard. A scaffolding was erected to protect pedestrians that has been in place ever since. A study conducted in 2001 by LZA Technology revealed significant façade and structural damage, as well as ceiling leaks that had led to significant water damage (report excerpts attached here as Exhibit A). The study recommended 100% replacement of the roof and flashing due to chronic leaking.

A study completed by Professor Martin E. Weaver, dated March-April 2001, evaluated the condition of the sandstone façade and found inherent deficiencies in the stone (attached here as Exhibit B). Professor Weaver determined that "[a] significant quantity of sandstone is in an

advanced state of deterioration[,]" particularly the red sandstone (he noted that the façade includes both red "Maynard" sandstone[2] used for decorative work and a dark purple-brown "Worcester" sandstone used for plain walls). The report states that "[t]he red Maynard sandstone has deteriorated very badly where it has been subjected to prolonged penetration and saturation with large quantities of water." Importantly, the report found that "[t]he red Maynard sandstone used here was clearly an unsuitable choice for use in New York City with its polluted, urban maritime environment." The red sandstone thus appears to have inherent deficiencies that contribute to its deterioration. The report also notes that "[t]he stone deterioration situation has apparently been made worse by the application of a water repellent and surface paint layers that have not been sufficiently vapor permeable and have retained moisture within the stone." The report recommended cutting out and replacing the most severely damaged stones.

When the Building was designated as an individual landmark in 2010, it was already significantly deteriorated. The Church appeared in opposition to the designation, arguing that there were no funds available for the restoration and that designation would complicate and delay the restoration effort (see testimony attached as Exhibit C). Indeed, after the Building was calendared, a potential development partner, with a plan to retain and restore portions of the Building, walked away from the deal, as further described below.

When the Church was designated as a landmark, the membership had already dropped to about 80 members. By 2015 membership had dropped to fewer than 30 as its efforts to advance its ministry and grow its congregation were displaced by a preoccupation with building maintenance issues. Today, Church membership is approaching single digits.

In July 2010, with the help of the Landmarks Conservancy, West Park engaged Sciame Construction to prepare a budget to restore just the exterior of the Church and community house. Sciame estimated that this exterior restoration would cost $11.6 million. In July 2011 Sciame conducted a more comprehensive assessment by a team of top restoration specialists from six firms, and concluded that a phased restoration plan for the exterior would cost $14.6 million, which is equivalent to $20.9 million in today's dollars,[3] and compares to the Church's current estimate of $17 million in hard costs as described in detail herein.

Since the landmark designation in 2010, the Church has raised money for façade and other repairs primarily by selling its property, specifically a former minister's residence. The Church spent an additional $700,000 on building repairs and $116,000 on scaffolding and sidewalk protection since the 2010 designation. Because of building condition issues, annual property insurance costs have triple since 2012. These repairs were the minimum necessary to stabilize the Building, and were all that the Church could afford at the time, but were not nearly the total amount of work necessary. These costs are expected to continue to burden the Church into the future, even if the most deteriorated portions of the sandstone façade are restored, given the general condition of the sandstone. In fact, in 2022, the Church was compelled to close the Building for emergency repairs, including removing a finial that was in danger of falling onto the 86th Street sidewalk and bracing the south wall of the sanctuary, which had detached from the

[2] Despite Professor Weaver's identification of the decorative masonry as Red Maynard, it is identified as Lake Superior Sandstone from Portage, Michigan in Building Stone of New York, John C. Smock, (1890) p. 314. g

[3] This figure reflects the increase in the Consumer Price Index of 42.95% between July 2011 (CPI = 225.992) and September 2025 (CPI 323.048), as reported by the Bureau of Labor Statistics. See https://www.bls.gov/cpi/

roof and was leaning outward toward the street. The Church spent $80,000 to do this work, paid for by a loan from the Presbytery.

As of June 30, the Church had less than $500 in the bank, and was over $200,000 in debt. To continue operating, the Church has had to rely on additional loans to pay its operating expenses.

Fundraising Efforts

With declining membership and rapidly increasing building maintenance costs, exacerbated by the accelerated façade deterioration due to more severe and frequent weather events, the Church has struggled to raise money to repair and restore the Building. With the help of the Landmarks Conservancy, West Park applied in 2001 for listing on the State and National Register of Historic Places, in the hope of qualifying for grants to help maintain the Building, and the Building was determined to be eligible for listing.

The Church has also resorted to selling its property to raise money for repairs. As noted above, the Church sold a manse (a former minister's residence) located at 124 West 93rd Street in 2013 for $1,355,000. The proceeds were initially invested in a Pastor Housing Fund, but were quickly diverted to the maintenance of the Building when the Church was unable to support a full-time pastor. The Church has been unable to generate revenue from selling its unused development rights due to a lack of available receiving sites, either to adjacent properties or to those across the street, as might be available through a Section 74-79 special permit.[4]

Prior to the landmark designation in 2010, the Church had pursued redevelopment plans with potential development partners. In 2003 the Church entered discussions with the Related Company on a plan to demolish the Building and construct a new church and residential tower with market-rate apartments. After opposition to this plan emerged, the organization Friends of West Park was formed later that year. It worked with the Church to develop an alternative plan that would preserve the Building's exterior walls, but radically alter the roof lines. The plan added floor area within an altered building envelope that replaced the existing roof configuration as a way to offset the tremendous costs of restoring and maintaining the sandstone facade, but no institutional partner was found because it produced insufficient floor area to make the plan economical. By the end of 2004, both the Related and the Friends plans were deemed economically infeasible. In 2005, working with the Enterprise Foundation, the Church developed its own plan to construct a new church and a residential tower. Richman Housing Resources ("RHR") was selected as the developer of a 20-story residential tower, which included a plan to restore the sanctuary and corner tower at a cost of $15 million. In May 2008 the Church vacated the Building in preparation for its demolition, but DOB issued a stop work order before demolition could begin. The Building was calendared for consideration as a landmark in 2009, causing RHR to drop out of the deal.

In January 2009, when the Building was vacant, water pipes in the unheated Building burst and flooded it for days. Insurance proceeds were well short of the full cost of repairs. In 2011 the

[4] As illustrated in the FX Collaborative analysis attached as Exhibit I hereto, even with the recent liberalization of the landmarks transfer process in the recent "City of Yes for Housing Opportunity" – Zoning Resolution Section 75-42 allows transfers to properties in a wider radius, and requires only a ministerial certification rather than a special permit – there is still a lack of viable receiving sites for the Church's development rights.

Church attempted to move back into the Building, but it had no heat or hot water. In order to move back into the Building, the Church held a fundraiser to raise some of the $25,000 needed for a new boiler.

In 2012, West Park engaged Cushman & Wakefield to lease and/or sell all or any portion of 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. West Park also began partnering with leaders from the professional arts development field to develop a secular, not-for-profit arts center based in the Building that would help in fundraising. The Church founded the Center at West Park (the "Center"), which was incorporated in December 2016 and began operations in 2017.

In 2018, the Church signed a five-year lease with the Center for the entire Building except a small business office retained for the Church, and the Center assumed responsibility for day-to-day management and maintenance. The Center during its period of tenancy entered into short- and long-term rentals with arts groups, including for the use of the sanctuary as a performance space. The Center paid between $26,000 - $31,000 per year in rent to the Church during the years it occupied of the Building. The lease also provided for the sharing of the Center's income with the Church, but over the term of the lease no funds were ever paid to the Church.

Throughout the term of the Center's lease there is no evidence that it spent any funds on the restoration of the Building. In 2018, the Center approached the Church with a plan to purchase its unused air rights for $2 million, the proceeds of which could be used to provide funds for basic repairs, but would have also foreclosed any potential future development on the site. The Center was not able to raise the $2 million, which was far less than what was needed to address even basic repairs, so the Church rejected the offer.

In 2020, the Center proposed an alternative approach in which it would enter into a land lease with the Church, purchase the Building for a nominal sum with seller financing, and assume responsibility for its restoration. The Center proposed that the land lease payments would be back-ended to allow the Center to focus on raising funds to restore the Building. The assumption was that if the Center could not raise the funds needed to meet its obligations and defaulted on either the land lease or the seller financing, the Church could foreclose on the Center and take back the Building. Since the Center could not demonstrate the capacity both to be able to meet its obligations to the Church and to raise the funds that would be needed to restore the Building, even if it acquired the property for a dollar, the Church did not seriously consider this proposal.

On June 11, 2025, the Center sent a letter to the Church with "an offer to make an offer" to lease the Building for three years at a monthly rent of $30,000 (more than 11 times the rent the Center had been paying at the time) and to pay for certain repairs. It also proposed that, at the end of the lease term, the Church would grant an option to the Center to purchase the Building for $34 million. At the time, the Center's lease had been terminated, and an order of eviction had been issued.

The West Park AC did not seriously consider the "offer" because it had already entered into a contract to sell the Building as described in detail herein, and because the Center produced no evidence that it the financial resources to honor such a commitment.

The West Park AC met via Zoom with the Center's leadership on January 10, 2022 to notify them that the Center's lease would expire on December 31, 2022, and to suggest a plan for an orderly transition to new space. The West Park AC explained that lease was not subject to renewal because the renewal clause in the lease violated the New York Religious Corporations Law. The Center rejected the West Park AC's position and refused to vacate the Building at the end of the year. The Church was forced to initiate litigation to resolve the matter.

On February 20, 2024, the NY Supreme Court ruled that the Center's lease had expired on December 31, 2022, and that the Church was entitled to take immediate possession of the Building. The Center obtained a stay from eviction to submit an appeal to the Appellate Division of the Supreme Court, and on November 21, 2024 the five-judge panel of the Appellate Division unanimously affirmed the Supreme Court's ruling. The Center then filed a motion of appeal with the New York State Court of Appeals, and on May 22, 2025 the Court of Appeals denied the Center's request, ending its stay from eviction. The Center vacated the premises on July 15, 2025 and immediately relocated to St. Paul and St. Andrew's United Methodist Church, two blocks away.

The Center's refusal to vacate caused the Church to withdraw the prior hardship application in January 2024 because it could not demonstrate that it would be able to demolish the Building immediately for the purpose of constructing a new building on the site "*with reasonable promptness"* as required for a preliminary determination of hardship. The extensive delay caused by the protracted litigation has resulted in further deterioration of the landmark building and has pushed the Church further into debt.

To date, no other entity has demonstrated an interest in purchasing the Building and assuming the burden of renovating and maintaining the building that has serious structural issues and does not comply with current building and fire safety codes. Other congregations have rented the space for a few hours a week, but no house of worship has been willing to purchase a building with such huge and growing deferred maintenance issues and design elements that are extremely costly to maintain, especially given the complications added by the landmark designation.

Enclosed with this application are the following reports, studies, and other materials that provide further background on the Church's efforts to preserve the Building, whether by raising funds or exploring redevelopment alternatives. Some of these materials were submitted in connection with the West Park AC's prior hardship application:

- Presbyterian Foundation letter dated July 15, 2022 regarding the relationship between the Presbyterian Church (USA) and individual churches, attached as Exhibit D hereto.

- A memorandum from the West Park AC dated April 11, 2023 discussing the Church's efforts to sell, lease, and raise funds for the restoration of the Building, attached as Exhibit E hereto, which was submitted in response to Commissioners' questions.

- A memorandum from the West Park AC dated August 30, 2023 attached as Exhibit F hereto, discussing the Church's decision to sell the Building, efforts to raise money to restore the Building, the rental history of the Building, rental income received from the Center at West

Park, recent history of the Presbytery's sale of other church buildings, current members of the Church's congregation, and the factors that went into the determination of the value of the "white box" space in the proposed new building to be provided to the Church.

- A memorandum from Appraisers & Planners, Inc., dated July 24, 2023 regarding data on past sales of church buildings, attached as Exhibit G hereto.

- An analysis by FX Collaborative Architects of transfer possibilities for the Church's development rights pursuant to Zoning Resolution Section 74-79, dated July 10, 2022, attached as Exhibit H hereto. An updated analysis dated July 15, 2025, reflecting the new Section 74-52 transfer process, is attached as Exhibit I hereto.

- An analysis by FX Collaborative dated August 25, 2022 of nine different redevelopment alternatives evaluated for the Building, involving different degrees of preservation, attached as Exhibit J hereto.

Emergency Façade Condition

The Church faces an increasingly critical situation with the deterioration of the façade. The Church received several DOB and ECB violations in late 2021 due to the condition of the Building's facade:

- DOB Violation #21-01507, issued November 10, 2021. It noted "sections of façade spalling severely" and "roof ridge ornamental masonry with large crack with a potential to detach and fall onto . . . public roadway."

- ECB Violation #39051002R issued November 10, 2021. This Class 1 violation relates to the same condition as the DOB violation.

On November 19, 2021, the situation had become more urgent. DOB issued Violations # FEU10701XC and FEU10702XC on that day, stating that "Exterior wall in state of disrepair, out of plumb and leaning" and that "the apex of the gable has displaced approximately 3". Potential of further movement affecting structural stability of wall and public safety." DOB ordered the Church to provide temporary bracing immediately, and for all work to be performed under direct and continuous supervision by a licensed engineer. DOB issued a further violation for this same condition on December 9, 2021, ordering the Church to "immediately provide temporary bracing @gable wall . . ." and a summons on January 24, 2022 (#35644126R) for failure to secure the building walls, noting the spalling of the façade. These violations are attached as Exhibit K. DOB also issued a civil penalty to the Church on February 2, 2022.

In 2022 the Church expended approximately $80,000 in emergency repairs to the south wall, including contractor's fees, engineering and design fees, surveyor, and related costs, and also to remove a sandstone finial that was in danger of falling. The repair work was approved by LPC pursuant to CNE-22-06645 and CNE-22-06250 on January 26, 2022. To pay for repairs, the Church had to obtain an additional loan from the Presbytery, which is expected to be repaid from the proceeds of the sale of the Property.

The Church has continued to receive DOB violations related to the facade:

- DOB Violation #LL0701RF issued August 12, 2022, noting "severe masonry spalling and disintegration of masonry at several locations."

- DOB Violation #SR0702RF issued February 14, 2023, noting "spalling, damaged, disintegrating masonry, open mortar joints, missing mortar joints@several fl.&location."

- DOB Violation #SR10701XN issued May 30, 2023, noting "spalled stone work at multiple locations" and "damaged/missing mortar joints."

- DOB Violation #SR0702NS issued September 19, 2023, noting "spalling stone at multiple locations."

- DOB Violation #SR0702RF issued January 5, 2024, noting "eroding disintegrating masonry at several floors & locations" and "spalling."

- DOB Violation #SR0703RF issued January 5, 2024 - an emergency work order related to the condition above.

- DOB Violation #FEU1070AXC, issued April 4, 2024, stating "Exterior walks [sic] in state of disrepair. Spalled & missing stone noted thruout [sic]. @Exterior walls on 86th St, the apex of gable walls in leaning & roof framing detaching @ this location. Immediately comply with Commissioner's Order #357281."

- DOB Violation #FEU10702XC, issued April 4, 2024. It notes "there are signs of water entering the Bldg envelope damaging the interior finishes."

- DOB Violation #SR0702N, issued September 24, 2024. It states "Observed hazardous deteriorating conditions of building at the view exposures and elevations. Loose/crack brown stone. Broken stained glass and damaged roof shingles and tiles."

- DOB Violation #SR10701MA, issued March 3, 2025. It states "At time of inspection it was observed stone façade spalling at locations, and roof sheathing loose at exposure 1."

Copies of the violations noted above are attached as Exhibit L.

Effect on the Congregation

By 2017 the Church was no longer able to pay its pastor, and the staff of the Church was reduced to a part-time administrator-bookkeeper and a part-time sexton to oversee the Building. By 2020, the Church had essentially stopped using the Building for any of its activities, and met instead by Zoom for worship and Bible study. The congregation today has dwindled to approximately a dozen members. Currently, West Park is relying on a series of loans from the Presbytery to meet its financial obligations, including to pay for immediately required emergency repairs to the Building. But the Presbytery itself has limited funds and oversees many churches throughout the city, several of which are landmarks or located in historic

districts. Neither the Church nor the Presbytery can continue to maintain the Building—it is simply unsustainable.

III. Current Building Condition

Included with this application are several expert reports that evaluate the condition of the Building and identify the repairs necessary to remedy immediate hazards and bring the Building into a useable long-term condition. Cost estimates for these repairs are also included. As described below, these reports indicate that the total cost of repairing the Building and bringing it up to code is over $55 million, which includes nearly $17 million in hard costs alone to repair of the façade and leaning sanctuary walls. The details of these estimates and report are described further below. Information on the experience and qualifications of these expert firms is included in Exhibit M.

- Façade / Sandstone Condition

The enclosed façade condition report prepared by Façade MD, dated December 2, 2021 (see Exhibit N), evaluated the condition of the façade in response to DOB Violation #21-01507. It found many stone cracks, spalling, and mortar deterioration, particularly of the ornamental stone, and also many broken and deteriorated windows. It recommended removal of loose and unsafe material and stabilization of remaining façade elements. The amount of material identified for removal would constitute a significant portion of the original façade of the Building, including approximately 80% of the Building's ornamentation, which Façade MD has identified as unsafe. This repair, therefore, would remove a large amount of the Building's historic fabric.

An additional Façade MD report dated April 12, 2023 (attached as Exhibit O hereto) described the results of probes conducted in late 2022 to determine the underlying condition of the Building's façade. The probes revealed that the metal anchors holding the sandstone façade elements in place have deteriorated and in many areas are no longer supporting the façade in any way.

Façade MD has prepared a supplemental report dated July 29, 2025 (attached as Exhibit P hereto) based on a visual inspection of the building in July 2025. The supplemental report found continued spalling, exfoliation, and missing stones affecting approximately an additional 5-10% of the surface stones.

Also enclosed is a scope of work for façade and roof repair, prepared by Façade MD and dated December 13, 2021 (see Exhibit Q). It includes the recommended quantities of stone, brick, mortar, slate tile, copper, window panes and frames, stained glass, and other materials that would be required for such repair. Façade MD has updated this list of quantities in a revised scope of work dated July 29, 2025, which is attached as Exhibit R hereto.

- Structural Condition

The enclosed report by Severud, dated November 16, 2021 (see Exhibit S), assesses the condition of the Building's structure, and notes many serious issues, including the following:

- The bearing wall supporting the southernmost roof truss has a 20-foot-long crack, which indicates lateral movement of the wall. No continuous horizontal member exists to restrain the wall against the thrust of roof rafters.

- Deterioration is noted in the sandstone façade, including cracked, hollow, spalling, and delaminated stone. It also notes that hard cement mortar used in previously repairs is trapping moisture and accelerating deterioration. The report also identifies this condition as a public safety hazard.

- The brick façade is cracked and shows signs of trapped moisture. There are three voids in existing brick bearing walls, with a total area of approximately 25 square feet. Brick deterioration affects 5-10% of the surface of the north and east walls. This condition is a structural concern.

- There are cracks and water discoloration on the sanctuary ceiling and walls near the underside of wood trusses. This condition indicates excessive deformation of the truss and/or excessive lateral movement or settlement of brick, which is also a structural issue.

- A wood header and two joists supporting a stair and a storage room are severely cracked and deformed. There are cracks in the underside of an egress stair, which indicate excessive deflection of the floor.

- Brick on the interior side of the bell tower has cracked, deteriorated, or missing mortar, which condition affects 25% of the surface of the bell tower brick walls. These brick walls support the structure of the bell tower and serve as a backup to the sandstone façade.

- A sidewalk vault on 86th Street is covered with plywood and a small wood post, which is an unsafe condition.

In 2021 it was discovered that the south wall of the sanctuary had detached from the roof, creating a five-inch opening and leaving the roof's ridge beam unsupported at its south end, which resulted in the closure of the Building until temporary repairs could be completed. Surveys of the Building's façade subsequent to the filing of the original application revealed that both the north and south walls were leaning outward, away from the Building. The Krypton Engineering survey on the north and south walls dated July 4, 2022, is attached as Exhibit T hereto. Severud Associates determined that this outward lean is "excessive," as reported in a letter dated July 15, 2022 describing recommendations for stabilizing the walls (attached as Exhibit U hereto). Severud's report stated, regarding the leaning walls, that:

> It is structurally concerning because walls with significant lean are subject to out of plane bending forces due to the eccentricity of the center of gravity of these walls with respect to the center of the wall at the base. The out of plane bending forces

induced by the lean adds to the compressive stress on the outside face of the walls which are already in questionable condition due to weathering and age.

Monitoring devices affixed to the north and south walls starting in July of 2022 indicated continued movement in the south wall in the area of greatest lean, according to a report by Krypton Engineering dated March 31, 2023 (included in Exhibit T).

Severud has submitted an updated report, dated July 28, 2025 (attached as Exhibit V hereto), which finds that the same structural conditions identified in their earlier reports are still present in the Building and are still a structural concern. Severud's report notes an increased amount of mortar deterioration in the brick bearing walls of the bell tower, affecting approximately 30% of the surface, up from 25% previously.

- Fire Protection and Life Safety

The enclosed report by CCI, updated as of August 19, 2025 (see Exhibit W), evaluates the Building's existing fire and life safety systems, and concludes that "the existing WPPC building is in significant disrepair and would require significant and intensive upgrades to comply with any of the currently adopted and enforced New York City Construction Codes." The report identifies a series of fire and life safety improvements that would be necessary to bring the Building into compliance with current Fire Code requirements. Deficient conditions noted in the report include the following:

- Exit stairs are not enclosed, which could allow for smoke migration in the event of a fire.
- Only one stairway has direct egress to the street. Direct egress is not provided for the North exit stair.
- Egress from the chapel is through a "backstage" area, rather than directly to the street.
- Emergency lighting is not provided throughout the Building, and there is inadequate exit signage.
- Automatic sprinklers are not provided, and the standpipe system needs to be upgraded.

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.

- Accessibility

A report by CCI dated September 3, 2025 (see Exhibit X) identifies several areas in which the Building is not accessible to persons with disabilities, including that doorways are not accessible due to their width, thresholds, and type of hardware; that no accessible route connects the sanctuary to other levels of the Building; that toilet rooms are not accessible; that the stage is not accessible; that no wheelchair space is provided in the sanctuary; that handrails are missing; and that floor material is improper. The report notes 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.

- Budget for Building Repairs

Enclosed are updated preliminary budgets for repair and renovation work prepared by LBG, dated September 5, 2025, based on the enclosed conditions reports (see Exhibit Y). The estimate presents budgets for four different renovation scenarios:

- the Church remaining in the Building: $29,951,137
- conversion of the Building to commercial use: $55,722,117
- conversion of the Building to commercial use with infill of additional floors: $57,796,996)
- Conversion of the Building to residential use: $70,226,341

The scope of work covered by these estimates includes limited demolition, abatement, limited excavation and foundation, concrete work, masonry work, façade restoration, structural steel, stairs and railings, repair of joists and floors, elevators and elevator shafts, bathrooms, ceilings, insulation, fireproofing, roofing and waterproofing, flooring and carpet, Code-required signage, scaffolding, plumbing, HVAC, electrical, and scaffolding. The scenario for the Church remaining in the Building is more limited because it includes only the façade repair work and the stained glass restoration. An estimate prepared by Liberty Stained Glass Conservation dated November 2022 estimated the cost to restore the stained glass windows as $1,896,376 (attached as Exhibit Z hereto).

These estimates follow the same methodology as the estimates prepared for the West Park AC's prior hardship application, but have been escalated to account for the rise in construction costs in the intervening years. The LBG estimates understate the true renovation costs for several reasons:

- They do not include an allowance for soft costs such as architectural fees and financing costs.
- They do not include costs for structural stabilization of the bell tower, which LBG notes was not included due to the limited information about the tower.

- For the residential estimate, LBG notes that additional foundation costs may be necessary due to the removal of a portion of the Building in the rear and the introduction of new load-bearing walls, but that there is not sufficient information to estimate those costs.
- The estimate for façade repair costs in each scenario reflects the same scope of work contained in the 2011 estimate by Sciame Construction, but updated for the current pricing of work and materials; accordingly, the façade repair figure does not take into account the latest studies of the condition of the Building by Façade MD and Severud, which showed greater deterioration.
- The estimates also do not include the escalation in construction prices that is expected to result from tariffs imposed this year, which are just now taking effect.

Thus, the cost to renovate and repair the Building will likely be higher than these estimates.

As part of its review of the prior hardship application, the Commission ordered a report from the Cumming Group to review the original LBG cost estimates. The Cumming report, dated August 25, 2023 (attached as Exhibit AA hereto), found the original LBG cost estimates to be reasonable, and in fact estimated the cost of restoring the Building to be higher than those LBG estimates, in each of the base, infill, and residential conversion scenarios, by between 7% and 14%.

The Commission also ordered a peer review report by Old Structures Engineering to assess the validity of the proposed scope of façade repair. The Old Structures report, dated August 30, 2023 (attached as Exhibit BB hereto), estimated the cost of "immediate safety-related" repairs at $1.7 million and the cost of a complete scope of façade and roof repair at $7.4 million – approximately $9.1 million in total. These figures are far lower than estimates by LBG, Cummings and others, including the 2011 Sciame report commissioned by the Landmarks Conservancy.

During the review of the prior hardship application, LPC Commissioners asked the question of why a phased restoration of the Building would not be appropriate, and might reduce costs. As discussed in our response to this question on September 5, 2023, we stated that, according to the Church's experts, a phased approach would actually lead to higher costs due to the loss of economies of scale and repeated mobilization and the associated costs. It would also delay the time at which additional rental income from the Building could be earned, in the third-party use scenario. Furthermore, because the condition of the Building continues to deteriorate, a phased approach to repair would threaten to subject the Building to continuous and never-ending repair: Once the last portion of the façade has been repaired, the areas repaired initially would likely have deteriorated anew and would again be in need of repair. A phased restoration would also not allow the sidewalk shed to be removed until all repairs were completed, since the danger to the public would continue to exist.

IV. Requirements for Determination of a Hardship

Pursuant to Administrative Code § 25-309(a), the Commission may grant permission to demolish the improvement on a landmark site if the owner of the site establishes to the satisfaction of the Commission that the property is not capable of earning a reasonable return. Section 25-309(a)(2) sets forth the standard applicable to a property that is exempt from real property taxation. The

Church is a religious corporation that is exempt pursuant to Section 420-a of the Real Property Tax Law. The applicable statutory requirements, and an explanation of how the Property meets these requirements, are set forth below.

In the course of the Church's prior hardship application, several commenters questioned whether the "reasonable return" test in the statute properly applies to charities. These commenters asserted that the only relevant inquiry for this application is whether the Building interferes with the Church's charitable mission and purpose. These commenters confused the "judicial" hardship test, which applies when a not-for-profit is remaining in ownership of a landmark property, with the statutory hardship test pursuant to New York City Administrative Code § 25-309(a)(2), which applies when a not-for-profit intends to sell its building, as here. The judicial hardship test is explained in Appendix A to this application. Appendix A also explains why, even if the judicial were applied here, it would make no difference to the result.

- **The owner has entered into a bona-fide agreement to sell, which agreement is contingent on the issuance of a certificate of appropriateness or notice to proceed.**

  The Church has entered into the Sales Contract with an affiliate of Alchemy Properties dated March 3, 2022 for sale of the Property (see Exhibit CC). The Sales Contract is contingent on the issuance of a notice to proceed allowing the demolition of the Building. As described below, the Sales Contract provides that the Church will receive an approximately 10,000-square-foot space in a new building to be constructed on the Property, to be owned as a separate condominium, which will be used by the Church for religious services and a variety of arts and community programming.

- **The improvement parcel which includes such improvement, as existing at the time of the filing of such request, would not, if it were not exempt in whole or in part from real property taxation, be capable of earning a reasonable return.**

  The attached appraisal, prepared by Appraisers & Planners and dated September 10, 2025 (the "Appraisal"), concludes that the Property, as currently improved with the Building, is not capable of earning a reasonable return (see Exhibit DD). A "reasonable return" is defined in the Landmarks Law as "[a] net annual return of six per centum of the valuation of an improvement parcel." Admin. Code § 25-302(v)(1). The appraisal presents three adaptive reuse scenarios – renovation of the existing building for a community facility user, renovation for a community facility user with the construction of additional interior space, and conversion of the building to residential use – and finds that none of these scenarios is capable of earning a positive return, much less a six percent return.

  For the conversion to residential use, the Appraisal considers both a luxury residential scenario and a scenario using the Section 467-m tax exemption, with 25% affordable units. The Appraisal also shows an alternative analysis using historic tax credits. None of these approaches results in a reasonable return.

  The two key components of the "reasonable return" analysis are the property valuation and the net annual return. These components are described below.

i. Property Valuation

The valuation of property for the purpose of the reasonable return calculation is defined in the Landmarks Law as follows:

> "Such valuation shall be the current assessed valuation established by the city, which is in effect at the time of the filing of the request for a certificate of appropriateness; provided that:
>
> (a) The commission may make a determination that the valuation of the improvement parcel is an amount different from such assessed valuation where there has been a reduction in the assessed valuation for the year next preceding the effective date of the current assessed valuation in effect at the time of the filing of such request; and
>
> (b) The commission may make a determination that the value of the improvement parcel is an amount different from the assessed valuation where there has been a bona fide sale of such parcel within the period between March fifteenth, nineteen hundred fifty-eight, and the time of the filing of such request, as the result of a transaction at arm's length, on normal financing terms, at a readily ascertainable price, and unaffected by special circumstances such as, but not limited to, a forced sale, exchange of property, package deal, wash sale or sale to a cooperative."
>
> Admin. Code § 25-302(v)(2).

Neither condition applies here: There has been no recent sale of the Property or reduction in the Property's assessed value in the year preceding the current year. Therefore, the current assessed value according to Department of Finance ("DOF") records should be used as the Property's valuation. The assessed value shown on the most recent DOF Notice of Property Value dated January 15, 2025 is $3,804,750 (and a building assessment of $1,757,250), based on a market value of $8,455,000.

The Appraisal demonstrates that this assessment is in line with assessments for other, similar churches on the Upper West Side and Upper East Side, and is, in fact, higher on a per-square-foot basis than the assessments of comparable churches. Therefore, the current assessment is appropriate for use in the reasonable return analysis.

ii. Net Annual Return

"Net annual return" is defined in the Landmarks Law as follows:

> "Net annual return shall be the amount by which the earned income yielded by the improvement parcel during a test year exceeds the operating expenses of such parcel during such year, excluding mortgage interest and amortization, and excluding allowances for obsolescence and reserves, but including an allowance for depreciation of two per centum of the assessed value of the improvement, exclusive of the land, or the amount shown for depreciation of the improvement in

the latest required federal income tax return, whichever is lower" Admin. Code § 25-302(v)(3)(a).

To determine the net annual return, the Appraisal follows the following methodology:

- A market rent for the Property, as renovated and restored, was estimated.
- The stabilized operating expenses for the Property, as renovated and restored, were estimated, exclusive of repairs and maintenance costs.
- Depreciation was calculated, in accordance with the Landmarks Law, as two percent of the estimated renovation costs, plus the value of the building, based on most recent DOF assessment.[3][5]
- Net Operating Income for the Property, as renovated and restored, was determined.
    - Note: Real Estate Taxes were not included as a stabilized operating expense, but are built into the "loaded" capitalization rate (described below).
- Stabilized Net Operating Income was capitalized into a figure for the Property's value using a loaded capitalization rate.
- A six percent return based on this capitalized value was calculated, and compared to six percent of the actual assessment.

iii. Community Facility Scenarios

For the community facility scenario, the Appraisal describes two development scenarios, based on plans prepared by FX Collaborative Architects:

a) The "Base Scenario," in which the existing structure is restored and renovated for community facility use with a net usable area of 18,353± square feet and a gross building area of 24,688 ± square feet (see the attached FX Collaborative study dated November 2, 2023 showing the amount of usable square footage in current Building, attached as Exhibit EE hereto).

b) The "Infill Scenario," in which interior square footage is maximized through a 3,647± square foot infill of the auditorium, in order to create total gross building area of nearly 28,335± square feet and a net usable area of 22,014± square feet (see the attached FX Collaborative study dated February 17, 2022 attached as Exhibit FF hereto). This scenario involves both greater rent, from the larger amount of floor area, and greater costs, related to build out of the space. A study prepared by FX Collaborative showing the renovation of the Building as a "white box" for commercial use, dated March 6, 2023,

[5] The Commission has previously accepted that depreciation in a hardship appraisal may include depreciation of renovation costs. See the matter of 351-353 Central Park West (1988) and 429 East 64th Street / 430 East 65th Street, City & Suburban Homes First Avenue Estate (LPC-127519) (2014).

is attached as Exhibit GG hereto. This study highlights the Code and accessibility issues involved in converting the Building.

The Appraisal estimates rent of $55/sf for the renovated Building, based on comparables for similar buildings by churches, schools, and other uses. The Appraisal estimates only minimal annual expenses because it assumes that the tenant will pay for most maintenance. The only expenses are building insurance and some minimal maintenance. The estimated cost of renovating the Building, based on LBG's analysis described above, is $55,722,117 for the Base Scenario and $57,796,996 for the Infill Scenario. Neither scenario includes soft costs, such as architectural fees and financing costs, or costs necessary for the structural bracing of the tower, so the cost estimates are conservatively lower than what would be expected. The Appraisal determines that neither of these community facility scenarios shows a positive return. The expected rental amount is not sufficient to cover the depreciated costs of the renovations.

iv. Residential Scenario

The Appraisal's analysis of a residential conversion is also based on plans prepared by FX Collaborative Architects and cost estimates prepared by LBG. As discussed further below, FX's analysis (attached as Exhibit HH) indicates that extensive alteration of the Building would be necessary for a residential conversion, particularly in order to provide the necessary light and air for legal windows. FX determined that it would be necessary to cut additional windows into the street façade of the Building, and also to remove a large portion of the rear of the Building to create a complying, 30-foot by 40-foot court for legal light and air. This residential plan would have 20 apartments over four floors, and would require the addition of kitchens and bathrooms, as well as extensive life safety improvements. LBG estimates these renovation costs as $70,285,881. As above, this estimate does not include soft costs, such as architectural fees and financing costs, nor costs for structural bracing of the tower, so actual costs would likely be higher. LBG also notes that there may be additional foundation costs related to the removal of the rear portion of the Building and the introduction of new load-bearing walls, but that there is not enough information available to prepare an accurate estimate of those costs.

The Appraisal estimates apartment rents, based on neighborhood comparables, from a low of $3,960 for an inner-facing studio to a high of $14,400 for a street-facing three-bedroom unit. Total annual net operating income is estimated at $1,555,378. After considering annual amortized development costs, however, this scenario fails to achieve a reasonable return.

The Appraisal also considers an alternative residential scenario using the 467-m tax exemption, which is available for converted buildings that provide 25% of their units as affordable housing. The lower rents in this scenario result in a lower net operating income of $1,277,636. After annual amortized development costs are subtracted, however, this scenario results in negative net operating income, even without consideration of the benefit of the income tax exemption. In both residential scenarios, the extraordinary renovation expenses, as above, outweigh the potential income from the Building.

During the Commission's review of the prior hardship application, the Commission ordered a peer review of the Appraiser's & Planners financial analysis by Weitzman Real Estate Consultants. The Weitzman report, dated October 9, 2023 (attached as Exhibit II hereto), found that the analysis by Appraisers & Planners was "reasonable and supported by market conditions and underwriting standards …." In particular, the Weitzman report included a feasibility analysis of the lower façade cost proposal submitted by Old Structures Engineering, and found that with this lower façade cost (approximately $9.1 million), the Building would need to earn a rent of $37.76 per square foot on 95% of its leasable space – a rent figure that the Building would be unlikely to achieve, given its poor condition. The Weitzman report also tested hypothetical alternatives with restoration costs at only 75% and 50% of the cost estimated by the Applicant, and found that reducing costs would fail to result in a reasonable return.

Appraisers & Planners response to the Weitzman report, dated November 20, 2023 (attached as Exhibit JJ hereto) confirmed that even with the lower façade costs – which the Applicant's consultants believe are unreasonably low – the rents required would exceed what the Building could reasonably be expected to generate. The current Appraisal includes an updated review of the Weitzman figures, and finds that with the escalations in insurance costs and taxes in recent years, the required rent for the Building is even higher: $41.16 per square foot would be needed with the $9.1 million façade restoration cost estimated by Old Structures Engineering – a rent that the Building would also be unable to achieve.

Therefore, the Church has established that the Property, in any of these scenarios, is not capable of earning a reasonable return of at least six percent.

- **Such improvement has ceased to be adequate, suitable or appropriate for use for carrying out both (1) the purposes of such owner to which it is devoted and (2) those purposes to which it had been devoted when acquired unless such owner is no longer engaged in pursuing such purposes.**

The Building is no longer suitable for the Church's ministry because of the extraordinary costs of restoring the Building and addressing life-safety issues, and the burden of maintaining it into the future. As described above, since the landmark designation of the Building in 2010, the Church has spent approximately $700,000 on building repairs and $116,000 on scaffolding and sidewalk protection. The Church has spent approximately $80,000 in 2022 in emergency expenditures to prevent the south wall of the Church from collapsing and to remove a sandstone finial that was in danger of falling. These expenditures have covered only the most immediately necessary work. To restore the façade fully would cost nearly $17 million in hard costs alone, as described in the enclosed cost estimates. And because of building condition issues, annual property insurance costs have triple since 2012. And even with restoration, the Building's sandstone façade would require expensive maintenance into the future. Other, larger congregations have been willing to rent the sanctuary for occasional use, but none have been willing to take over the Building due to the tremendous repair and maintenance costs.

These costs have depleted the Church's resources and prevented it from pursuing its ministry. As noted above, the Church today has only about a dozen congregants, and operates with a

part-time, two-person staff from a chapel and small office in the Building. In fact, the congregation voted in May 2020 to sell the Building to avoid being driven into bankruptcy, and has been trying to do so ever since.

Many congregations today occupy buildings that they cannot fill during the week, or outside of special holidays, and rely on use by other congregations, not-for-profits, arts groups, and others to maintain their buildings. However, even if the charitable purposes to which the Building is devoted are deemed to include such space rental, the serious life-safety, code compliance and accessibility issues, create a significant impediment to a profit-generating use by other entities that would support the Church's ability to maintain the Building. Indeed, the Church's good faith efforts to activate the Building in this way and thereby generate additional funds for its maintenance have proven to be unsuccessful.

The proposed new building to be developed on the Property by Alchemy Properties will include a community facility space over approximately 10,000 square feet on the ground floor and lower levels, which will be retained by the Church as a separate condominium. This modern facility will include space for worship as well as arts and community activities.

Sale of the Building will generate $25 - $30 million to fund an endowment the Presbytery will use to advance the ministry of its member churches across the city, including for food banks, soup kitchens, shelters, affordable housing, and outreach programs. The Presbytery has long partnered with developers to create affordable housing at many of its properties. It will also fund deferred maintenance at many of the Presbytery's churches. These churches include three others that are individually landmarked[6] and twelve that are within historic districts.[7]

- **The prospective purchaser . . . (1) In the case of an application for a permit to demolish seeks and intends, in good faith either to demolish such improvement immediately for the purpose of constructing on the site thereof with reasonable promptness a new building or other facility.**

  As described above, Alchemy Properties has entered into the Sales Contract with the Church for the acquisition of the Property, contingent on the issuance of a notice to proceed allowing the demolition of the Building. According to the letter from Alchemy Properties included as Exhibit KK, Alchemy is prepared to commence demolition of the Building and construction of a new building promptly upon issuance of the notice to proceed. Alchemy Properties has entered into a contract with Breeze National Inc., dated August 29, 2025 for the demolition

[6] Riverdale Presbyterian Church and Chapel, 4765 Henry Hudson Parkway West, Bronx, Fort Washington Presbyterian Church, 21 Wadsworth Avenue, Manhattan, in addition to West-Park, and First Chinese Presbyterian Church, 61 Henry Street, Manhattan.

[7] Bedford Central Presbyterian, 1200 Dean Street, Lafayette Avenue Presbyterian, 85 S. Oxford Street, Memorial Presbyterian, 186 St. Johns Place, Church of Gethsemane, 1012 8th Avenue, and First Presbyterian of Brooklyn, 124 Henry Street, in Brooklyn; Brick Presbyterian, 62 East 92nd Street, First Presbyterian of NYC, 12 W. 12th Street, Church of the Covenant, 310 East 42nd Street, Rutgers Presbyterian, 236 West 73rd Street, Mt. Morris Ascension Presbyterian, 15 Mt. Morris Park West, Broadway Presbyterian, 601 West 114th Street, and Madison Avenue Presbyterian, 921 Madison Avenue in Manhattan.

of the Building (attached as Exhibit LL), and with FX Collaborative Architects, dated March 29, 2022, for the construction of the new building (attached as Exhibit MM).

As described above, the Center at West Park's lease of the Building expired on December 1, 2022, and litigation related to the Center's eviction was concluded on May 22, 2025, when the New York Court of Appeals denied the Center's request to appeal its eviction. The Center vacated the premises on July 15, 2025 and immediately relocated to St. Paul and St. Andrew's United Methodist Church. The Church has agreed to allow four subtenants to remain in the Building until December 31, 2025, but each subtenant has signed a stipulation acknowledging that it agrees to vacate the Building.

The new building proposed by Alchemy would be built in accordance with the Property's current C1-5 and R10A zoning, which allow 12 FAR for residential use, 10 FAR for community facility use, and up to 2 FAR for commercial use. The new building, as currently designed, would include a space of approximately 10,000 square feet at the ground-floor and cellar level owned by the Church, a ground-floor retail space, and residential above. It would be built in compliance with the contextual height and setback envelope required in this zoning district, and would be approximately 20 stories in height. A preliminary rendering of the proposed new building and zoning summary are included in Exhibit NN.

V. Partial Demolition Alternative

In addition to the community facility and residential conversion scenarios described above, the Church has also studied an alternative to demolish only the original chapel / Parish House portion of the Building, leaving the Sanctuary intact, and constructing a new residential building on the site of the current Parish House. This scenario is analyzed in the memorandum by FX Collaborative Architects dated April 1, 2022, attached as Exhibit HH.

According to the FX memo, construction of a building on the Parish House site would be a complex structural operation, and would result in a building with limited floor area and a small, inefficient floorplate. After providing a 30-foot rear yard, the new building would have only a 33-foot by 70-foot floorplate and 13 stories. The building would contain approximately 23,200 square feet of net sellable area with full-floor units, or 20,400 square feet if there are multiple residences per floor (due to corridor space). Floor sizes would range from 2,285 square feet to 3,100 square feet, which is comparatively small for mid- and high-rise elevatored buildings. Retaining the sanctuary would mean that the Church would still face nearly all of the renovation costs for the Building noted above, yet would have only a small amount of floor area to generate revenue to cover these costs. FX's proposed building massing includes a cantilever over the Sanctuary to add additional floor area, but the cantilever would be awkward in relation to the remaining portion of the Building.

The FX memo also discusses the difficulties with a potential residential conversion, described above. In particular, the alterations to the Building necessary to allow for sufficient light and air will be intrusive, and will result in compromised apartments and a limited overall floor area, in relation to the extensive work required. The conversion will require the introduction of extensive new windows in the façade, which will require LPC approval, in order to create suitable apartments with legal light and air. And the creation of a light court in the rear of the

building will create structural complications, due to the introduction of new load-bearing walls in locations that the existing foundation was not designed to accommodate. The memo concludes that "The minimal yield of attractive, plannable residential floor area is out of proportion to the extensive - and most certainly costly and risky - modifications to the existing structure, which would leave very little of the historical fabric in place."

Accordingly, neither of these scenarios is practical or feasible.

These two scenarios were among several different alternatives studied by FX Collaborative in the approximately year-long period after West Park AC partnered with Alchemy for the redevelopment of the property in March of 2021. These scenarios involved various strategies to build on the site while retaining portions of the existing Building. An overview of these studies is attached as Exhibit J hereto. This analysis highlights why each of these alternatives is infeasible.

VI. Conclusion

Based on the factors described above, the Church has demonstrated that it meets the criteria for a hardship set forth in NYC Administrative Code § 25-309(2):

- The owner has entered into a bona-fide agreement to sell, which agreement is contingent on the issuance of a certificate of appropriateness or notice to proceed.

- The improvement parcel which includes such improvement, as existing at the time of the filing of such request, would not, if it were not exempt in whole or in part from real property taxation, be capable of earning a reasonable return.

- Such improvement has ceased to be adequate, suitable or appropriate for use for carrying out both (1) the purposes of such owner to which it is devoted and (2) those purposes to which it had been devoted when acquired unless such owner is no longer engaged in pursuing such purposes.

- The prospective purchaser . . . (1) In the case of an application for a permit to demolish seeks and intends, in good faith either to demolish such improvement immediately for the purpose of constructing on the site thereof with reasonable promptness a new building or other facility.

The Property is neither capable of earning a reasonable return nor suitable or appropriate for use by the Church for the purposes to which it is devoted, as provided in the Landmarks Law. The Church has entered into a bona fide agreement to sell the Building to a purchaser that intends to proceed with demolition with reasonable promptness, and to proceed with the construction of a new building., The Church is therefore entitled to a hardship determination and notice to proceed for the demolition of the Building.

The Church has no ability to fund the extensive work necessary to make the Building safe and usable, and after years of efforts, has not been able to find another user with a viable plan of restoration. In the meantime, the condition of the Building, particularly the sandstone façade, continues to deteriorate, and has resulted of late in the need for emergency repair work. Approval

of this application will remedy the current public safety hazard of the Building and will allow the Presbytery to devote these funds to advancing its ministry.

APPENDIX A

Applicability of the "Judicial Test"

Some commenters to the prior hardship application have argued that the "judicial test" for hardship applications rather than the statutory test of Administrative Code Section 25-309(2) should be applied here. The judicial test only applies where a not-for-profit does not intend to sell its property, but even if it were applied here, it would make no difference to the result.

The Commission applies the judicial test for hardship originally set forth in Matter of Trustees of Sailor's Snug Harbor v. Platt, 35 N.Y. 2d 121, 359 N.Y.S. 2nd 7 (1974)[8] only when a not-for-profit entity does not seek to sell its property and demonstrates that the sale of the property would frustrate the applicant's charitable purposes. See discussion in LPC Notice to Proceed (No.82292) issued to Marymount School of New York dated February 2, 1983, pages 10-11. The court in Snug Harbor clarified that the judicial test is an alternative that is available where the statutory test is not applicable, and that the statute "must be interpreted as giving power to the commission to provide relief in the situation covered by the statute, but not restricting the court from so doing in others." Snug Harbor at 378.

The judicial test as originally articulated in Snug Harbor stated that when a charity did not wish to sell its property a comparable test would be "where the maintenance of the landmark either physically or financially prevents or seriously interferes with the carrying out of the charitable purpose." The court added that "[i]n this instance, the answer would depend on the proper resolution of the subsidiary questions, namely whether the preservation of the buildings would seriously interfere with the use of the property, whether the buildings are capable of conversion to a useful purpose without excessive cost, or whether the cost of maintaining them without use would entail a serious expenditure—all in the light and resources of the petitioner." Snug Harbor at 314.

As explained in the Marymount Determination, when a not-for-profit applicant does not want to sell the building, "the Commission, constrained by the determinations of the New York Courts on the constitutionality of the New York City Landmarks Law, as applied to the owners of charitable properties, must apply the test defined by the courts rather than require the owners to establish the specific findings of Section 207-8.0a(2)."[9] Marymount at p.11. In this instance, the Church does wish to sell the building, and has a contract to do so that is contingent on the Commission's approval of a Notice to Proceed so the statutory test is clearly applicable.

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[8] Also see Lutheran Church in America v. City of New York, 316 N.E.2d 305, 35 N.Y.2d 121 (1974) and Society for Ethical Culture v. Spatt, 68 A.D. 2nd 112 (1969) aff'd 51 N.Y. 2d 449 (1980).

[9] Now codified at Section 25-309(2).

However, the Marymount Determination noted that the findings of fact that must be made in applying the judicial test "are basically the same ones that the Commission must make under the third and fourth findings of Section 207-80a(2)."[10] Both tests require a consideration of both the physical limitations of a building and the financial burden of addressing those limitations. The Commission's precedents in considering judicial hardship applications are thus instructive in informing the relevant factors for a statutory hardship.

In its 1986 decision regarding St. Bartholomew's Church (LPC 86-0345), the Commission considered both a statutory analysis and a judicial analysis, and under both tests decided that applicant had failed to demonstrate a hardship. The Commission considered both physical and financial factors, including both the cost of repair and the resources of the church, and determined that the church had failed to establish that its current space was inadequate and could not be feasibly enlarged. The Second Circuit Court of Appeals later upheld this decision against both a Takings and Free Exercise challenge brought by the church. The Rector, Wardens, and Members of the Vestry of St. Bartholomew's Church v. City of New York, 914 F.2d 348 (2d Cir. 1990). Similarly, in Ethical Culture v. Spatt, 51 N.Y. 2d 449 (1980) the court, applying the judicial test, found that even though the applicant had argued that its building was ill-adapted or unsuited to its present needs, the applicant had not shown that only feasible solution was demolition. Ethical Culture at 455.

Here, in contrast, the tremendous costs to renovate the Building have been well-documented. The Church has spent all of its available resources to maintain the Building and has no ability to raise funds on the scale necessary to fund these repairs. The financial burden of maintaining the building renders it unsuitable for the Church's use, and in fact for any use.

[10] See Note 8 above.

EXHIBITS TO APPLICATION STATEMENT

West Park Presbyterian Church
165 West 86th Street, Manhattan
Block 1217, Lot 1

Application to Landmarks Preservation Commission
Pursuant to Administrative Code § 25-309 for a Notice to Proceed
Authorizing Demolition on the Grounds of Insufficient Return

EXHIBIT LIST

Exhibit	Description
A	LZA Technology Study (Excerpts)
B	Martin Weaver Study
C	West Park Presbyterian Church 2010 Testimony to LPC
D	Presbyterian Foundation Letter
E	April 2023 Memorandum from West Park AC
F	August 2023 Memorandum from West Park AC
G	Memorandum from Appraisers & Planners, Inc.
H	FX Collaborative Development Rights Transfer Analysis
I	Updated FX Collaborative Development Rights Transfer Analysis
J	FX Collaborative Analysis of Redevelopment Alternatives
K	DOB and ECB Violations and Summons
L	DOB Violations
M	Consultant Qualifications
N	Façade MD Façade Condition Report
O	April 2023 Façade MD Probe Report
P	Façade MD Supplemental Report

Q	Façade MD Façade and Roof Repair Scope of Work
R	Façade MD Revised Scope of Work
S	Severud Structural Report
T	Krypton Engineering Survey and Monitoring Report
U	Severud Wall Stabilizing Recommendations Letter
V	Updated Severud Report
W	CCI Fire & Life Safety Report
X	CCI Accessibility Report
Y	LBG Repair and Restoration Budgets
Z	November 2022 Liberty Stained Glass Conservation Estimate
AA	Cumming Group Report
BB	Old Structures Report
CC	West Park and Alchemy Sales Contract (Excerpted & Redacted)
DD	Appraisers & Planners Appraisal
EE	November 2023 FX Collaborative Study
FF	February 2022 FX Collaborative Study
GG	March 2023 FX Collaborative Study

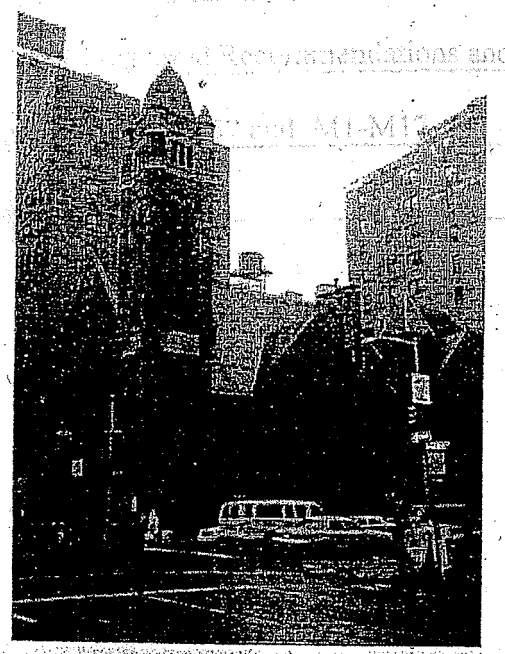
HH	April 2022 FX Collaborative Memorandum
II	Weitzman Report
JJ	Appraisers & Planners Response to Weitzman Report
KK	Alchemy Properties Letter
LL	Breeze National Inc. Contract (Fee Redacted)
MM	FX Collaborative Contract (Fees Redacted)
NN	New Building Rendering and Zoning Summary

Exhibit A

LZA Technology Study (Excerpts)

West Park Presbyterian
Condition Survey

West Park Presbyterian Church
165 86th Street
New York, New York



Prepared for:

Mr. John Rahmes
295 Washington Avenue, No. 3C
Brooklyn, New York 11205

Prepared by:

LZA Technology
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Project No. 21244.00

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Excerpts

LZA Technology
A Division of The Thornton-Tomasetti Group

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I. Introduction

LZA Technology (LZA) was retained by West Park Presbyterian Church to conduct a survey of general existing building conditions of West Park Presbyterian Church, located at 165 86th Street at Amsterdam Avenue, including the main sanctuary building and adjacent administrative wing. Between the dates of 26 March and 3 April 2001, representatives from LZA performed on-site inspections of the roof structures, roofs, and exterior walls.

Our survey assessed the condition of the roof structural system, finish roofing, and exterior walls of the subject buildings. The survey was limited to visual observations of accessible areas: interior spaces, through windows, tops of roofs, from pipe scaffolding in selected locations, and from the street level. Discrete areas of interstitial structural space and tower roofs, as well as the east brick wall, were not observed closely for lack of accessibility. As the condition of the structural system was adequately surveyed from interior spaces, no tests of physical probes were required at this time.

II. Property Description

West Park Presbyterian Church is composed of two adjacent structures, the main sanctuary building, at the corner of Amsterdam Avenue and 86th Street, and the administrative wing to the east, along 86th Street. The administrative wing was constructed in 1884 to an architectural design by Leopold Eidlitz. The sanctuary followed in 1889 with an architectural design by Henry Kilburn.

The sanctuary is composed of a single primary space, beneath a main gable roof. The roof over the sanctuary is supported on wood trusses, which are supported by bearing masonry sidewalls. The sanctuary ceiling is suspended from the truss lower chords. Along the west facade, at the north corner, is a stair tower with a flat roof, and at the south corner is a bell tower with an octagonal bell shaped roof. The south facade includes one large dormer with smaller dormers at either side. The west and south street facades are composed of brownstone. It appears that two types of brownstone were used in the construction: a darker, more durable stone for the main portion of the walls, and a lighter, softer stone surrounding windows and used for decorative elements. The north facade is composed entirely of brick masonry.

The administrative wing consists of a long space at the north portion of the building, covered by a main gable roof, and a smaller space at the south portion of the building, covered by a steep hip roof with a large dormer. To the west of the large dormer is a stair tower with four-sided pyramidal roof. The gable roof structure consists of wooden trusses and purlins, while the hip and dormer are of heavy timber frame construction, both bearing on masonry sidewalls.

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New York, NY ■ Newark, NJ ■ Trumbull, CT ■ Boston, MA ■ Chicago, IL ■ Dallas, TX ■ Orange County, CA

The south street facade is composed of two types of brownstone, similar to the sanctuary. The north and east walls are brick masonry.

Summary Comments

Exterior conditions of the building are generally poor while the roof structures themselves remain in generally good condition. Water stains exist over many of the structural members, however the members themselves have not deteriorated significantly. The main roofs all show signs of age, wear, deterioration, and poor attempts at localized repair. Based on the significant interior staining along structural members and observed conditions on the roofing, all roofs are beyond their useful lives and no longer viable.

The general condition of the brownstone walls is poor. Brownstone decorative elements are heavily deteriorated, often cracked, and in danger of falling to the street below. Brick masonry walls are also in poor condition. Mortar joints are heavily deteriorated and cracking occurs in discrete locations. The wood framed windows at all locations are also heavily deteriorated, many including elements that are hanging precariously or are not well secured.

Structural Observations and Evaluations

Sanctuary Roof Structure

The sanctuary roof is supported by primary trusses supporting secondary trusses. The secondary trusses are wooden Warren trusses with iron verticals. These trusses span 32 feet at 16 feet on center in the north-south direction. The verticals are one inch diameter rods. Spanning between the trusses are purlins, which support the rafters. The secondary north-south trusses are supported by two primary trusses. The primary trusses are 10 foot deep Howe trusses, spanning the east-west direction. The east-west primary trusses are supported by the masonry bearing walls and span 80 feet. The north-south secondary trusses sit on the top chord of the east-west primary trusses. There are diagonal struts projecting from the east-west truss, which serve as additional rafter support. The rafters (spaced at 16 inches on center) run from the exterior bearing walls, over the diagonal struts, over the girder spanning between the Warren Truss, to the ridge beam. (See Drawing D1)

The sanctuary ceiling is suspended from the lower chords of the trusses. The condition of the sanctuary ceiling appears to be in good condition from below. However, the ceiling is inaccessible from above due to insulation cover.

There is evidence of water penetration through the roof at certain locations, mainly where the roof pitch changes (See Building Envelope Observations and Evaluations). The water penetration, mostly limited to staining, so far has not caused any

Wall along Administrative Wing East Elevation

The eastern wall of the Administrative Wing was not closely observed due to restricted access. However, a brief viewing from over the roof and from around the south corner revealed the masonry to be in fair condition but the mortar joints to be generally deteriorated due to weather and age.

VI. Conclusions

After completing a visual survey of the exterior walls and roofs, and the interior structure, LZA can make conclusions regarding the interior damage due to apparent water penetration, condition of the roof structure due to water penetration, reasons for the water penetration, and general condition of the building facades.

Damage to interior finishes appears to be caused by water penetrating the roof system, travelling down various structural members, and entering the interior spaces. Locations of interior damage can be traced backwards, following water staining, to areas of slope change on the roof above. While it appears that water has penetrated the roof in various locations throughout the roof spans, water staining and interior damage are concentrated at areas where the roof slope meets another roof slope or wall, or ends at an exterior wall.

Conditions of almost all roofing material are generally poor, all contributing to water infiltration. All asphalt shingles, asphalt roll roofing, and membrane roofs exhibit signs of deterioration due to age and poor assembly, and are no longer useful. Roof sheathing, beneath the roofing material, while only showing water staining from below, are most likely several times more deteriorated than visible. Large areas may be beyond their useful lives. Slate tile roofing is over 100 years old and most is heavily deteriorated, damaged, or missing and beyond its useful life. However, newer clay tile roofs over the Administrative wing stair tower and Sanctuary bell tower appear to be in satisfactory condition.

Flashing and counterflashing appear to be in poor condition, allowing water to penetrate at critical areas of roof changes. Mopped over asphalt suggests similar leak problems in the past but these types of repairs are unacceptable. Much of the flashing joints are heavily deteriorated and the flashing is bent up, pulled away, or missing altogether.

While most roofing systems covering the buildings are in poor condition, leading to interior finish damage, the roof structural systems remain largely unaffected, probably due to the steep roof slope, suffering only water staining on their surfaces. Discrete locations do exist, however, of heavier damage, and should be addressed.

Building facades are in a generally poor state exhibiting several hazardous conditions. All brownstone fields are heavily deteriorated. Darker brownstone fields show mostly general weather deterioration. However, lighter brownstone detail shows heavy deterioration and cracking, posing several immanent fall hazards to the public street. Mortar joints within the brownstone fields are also deteriorated, ranging from general weather deterioration to heavy deterioration and missing mortar. As the areas of heavy and general deterioration are interweaved, it is impossible to accurately separate the two.

The brownstone bell tower is in particularly poor condition, exhibiting deteriorating structural elements, loose material, and unsafe conditions. Brownstone columns show heavy deterioration from the outside and window frames show undercutting from the inside. Wood window frames are possibly loose within the brownstone and glass pieces, already broken, are certainly loose within the wood frame.

Brick masonry walls are in fair to poor condition. Discrete locations of spalls and cracking exist and should be further investigated. Mortar joints, on the other hand, are in generally poor condition. While much of the mortar only suffers from general deterioration due to age, significant amounts show much heavier deterioration. Deteriorated mortar joints not only exacerbate the deterioration of the wall and allow water penetration, but fall hazards are also presented to the areas directly below. Again, as the areas of heavy and general deterioration are interweaved, it is impossible to accurately separate the two.

All wood window frames are heavily deteriorated and poorly sealed. In addition to the roof leaks, water can and probably is penetrating through the window areas. Deteriorated frames are often hanging only by "habit" and present a fall hazard to the areas below.

Exhibit B

Martin Weaver Study

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A PRELIMINARY CONSERVATION ASSESSMENT ON THE EXTERIOR SANDSTONE MASONRY OF THE WEST PARK PRESBYTERIAN CHURCH, AMSTERDAM AVENUE AND WEST 86 STREET, NEW YORK, NY

By

Prof. Martin E Weaver

A Conservation Technology Study from
Martin Weaver Conservation Consultant Inc.
Ottawa, Ontario.
March–April 2001

Introduction

The writer was commissioned to make a brief independent technical study on the conservation state of the exterior sandstone masonry of this fine Romanesque revival style church which stands at the Northeast corner of the intersection of Amsterdam Avenue and West 86th Street, in Manhattan.

The field component investigation of the study was carried out on the morning of 29 March 2001. The writer took some small samples of loose stonework and subsequently examined these under a microscope at x 30 - x 40, and carried out some qualitative and semi-quantitative chemical tests for contaminating anions that originate from urban pollution and can form disruptive salts.

Historical background

The first part of the church to be built on this site was erected ca. 1853 at the Eastern end of the site and was designed by Leopold Eidlitz. This first building was subsequently extensively altered. The main building of the present church was built in 1882 to designs by Henry Kilburn.

Although there are some references to the church being built of terra cotta, the exterior walls are actually faced with random-coursed sandstone of two contrasting colors. A dark purple-brown is used for the plain walls where the blocks of the random-coursed work have a "quarry faced" or "rock faced" finish. A rich brick-red colored sandstone is used for all decorative work – including belt courses, cornices, columns, capitals, window reveals and some finials. The selection of the latter red sandstone for the decorative work would have been logical because it was softer and would have thus been more easily carved than the darker sandstone.

Preliminary examination of the stone from the church and comparison with stone in the writer's collection and that of the Center for Preservation Research at Columbia University, suggest that the two stones are in fact of the same basic type and were originally known as East Longmeadow Sandstone. The quarries were in Hampden County, Massachusetts. The dark purple-brown sandstone was quarried at Worcester and the brick-red at Maynard. That this highly preliminary identification is in fact correct is reinforced by the discovery that Leopold Eidlitz with Otto Blesch also used this stone for the construction of Saint George's Church, Stuyvesant Square at East 16th Street, New York in 1848.

A few years ago a portion of a finial fell on the sidewalk and although nobody was injured this initiated a series of masonry repairs and some repairs to roof finishes and flashings. Apparently some form of water-repellent coating was applied to the surface of the masonry at the time of these repairs. (Source: Head of Building Commmittee)

The writer has examined the fallen finial and it is of unglazed red terra cotta. A fast check on the South façade suggests that the finial originally decorated the West side of the gable over the Southeast Entrance Door.

It is not clear why unglazed terra cotta was used to make these finials when all other decorative features appear to be in carved sandstone. It is tempting to speculate that the red Maynard sandstone may have started to show signs of instability at an early stage, and that terra cotta was substituted in certain cases where failure had occurred.

Masonry Conditions

Even a preliminary examination of the sandstone masonry suggests that a significant quantity of the sandstone is in an advanced state of deterioration. Closer examination reveals that the dark purple brown Worcester sandstone is in generally in better condition than the red Maynard sandstone. However, this may be due to the fact that all decorative work that projects from the face of the building or has a skyward-facing surface, is of the red Maynard sandstone and is thus subjected to much greater quantities of water penetrating into the stone and causing deterioration.

The forms of deterioration of the stones consist of the following:

- contour scaling and exfoliation – the peeling-off of successive layers of surface following the surface contours. This problem is caused by changes in the surface layers over time as a result of oxidation, adsorption and reaction with atmospheric pollutants and the movement of water towards the surface depositing dissolved salts in the surface zone and changing its permeability and hardness. These changes in turn cause water retention and consequently salt and ice-induced damage. In all cases of severe deterioration of this nature it is normal to discover whether any water-repellent treatments have been carried out and if so whether there are any residual effects. Knowing that a water repellent treatment is believed to have been carried out, the writer tested a number of samples of sandstone, which had both old and freshly broken surfaces. Water was rapidly adsorbed by freshly broken surfaces, but old surfaces, which would have been coated still prevented water penetration. This immediately suggests that the coating may have retained water and accelerated the deterioration of the sandstone. This phenomenon is a particularly severe and common problem in soft sandstones. (Photos:19.30.31.32.37.42.)

- de-lamination of sandstone: this phenomenon is usually the result of what is termed "face bedding" or laying blocks with their bedding planes parallel to the face of the wall or structural unit. The stone unit then fails along the bedding planes and splits off the building in a series of layers. This problem is frequently triggered by build-ups of moisture behind surface layers and by the surface changes outlined above.(Photos: 20.25.)

- cracking of individual blocks through failure under load: this phenomenon may occur simultaneously with de-lamination and may be its primary or secondary cause. (Photos: 40.41.)

- disaggregation; this term particularly describes the disintegration of granular rock material as individual grains fall away because of the removal of cementing or binding material. This is a common problem of soft sandstones with acid-soluble or clay binders or cements. (Photos: 31.32.42.)

- sulfate crust formation: this phenomenon occurs when urban and other forms of atmospheric pollution cause chemical reactions with the stone surface inducing chemical and physical changes in the surface. Such changes may ultimately lead to surface loss. The anion tests revealed the presence of some sulfates and chlorides, which are not uncommon for masonry that has absorbed pollutants for over 120 years. However, a sample of the Maynard red sandstone from a projecting belt course had large quantities of sulfate salts that appeared to be associated with the loss of the thick surface layer. (Photo: 31.32.)

Summary of deterioration:

The examination of the building and the samples confirmed the following:

- the red Maynard sandstone has deteriorated very badly where it has been subjected to prolonged penetration and saturation with large quantities of water. The water has mobilized and re-deposited salts from within the masonry and from atmospheric pollution and associated phenomena have caused exfoliation, disaggregation and de-lamination.
(Photos. 6.15.16.18.19.29.30.31.32.33.34.36.37.42.)

- the dark purple brown Worcester sandstone is harder and more resistant to deterioration and while it has generally performed quite well, it has delaminated and exfoliated in some areas, particularly close to grade level. Splash back of water from the sidewalks and run-off of pollutants cause concentrations of water and salts at the lower levels and thus this is a position of severe exposure and likely to cause more sever deterioration. There is some evidence that at least part of the exfoliation may have been caused or at least increased by the retention of moisture as a result of the application of a water repellent coating in recent years.(Photos. 12.20.21.22.25.)

- there appears to be cracking just beginning to occur at the interface and in the stone just behind recent cementitious repairs on the South façade. These repairs have been carried out to the red Maynard sandstone of the voussoirs, cornice and other decorative work over the doorway at the base of the South façade of the tower. (Photos. 6.7.14.)

- the writer observed the South slope of the main roof of the church from the West side of the tower. The asphalt shingle roof finish has reached the end of its life and many shingles are blistering, cracking and are perforated causing leaks into the church below and resulting in extensive damage to the interior roof timbers and plaster and other finishes. (Photos. 45-46. Note arrows on 45. showing locations of blistering and perforations.)

- the writer also observed that a number of copper sheet flashings are damaged or incorrectly installed and are also causing leaks into the building. (Photo. 44.)

Conclusions:

The red Maynard sandstone used here was clearly an unsuitable choice for use in New York City with its polluted, urban maritime environment. It should be noted that the problem may partly lie with the particular beds from which this stone was quarried. They may simply not have been of high enough quality because they came from upper rather than lower beds within the quarry. Unfortunately we have no way of knowing that now. As far as this sandstone is concerned, its advanced state of deterioration in many cases necessitates its removal and replacement with a different type of sandstone with matching color and texture but superior weathering characteristics. Red Lazonby Sandstone, which is from the North of England has been identified as such a stone by the writer. The amount of deterioration of the Maynard sandstone is clearly related to more severe exposures to water and hence pollutants as a result of its use for projecting decorative elements. That this is not a new problem is made clear by the fact that extensive repairs have had to be carried out in recent years over the doorway on the South façade and to some decorative work on the West façade.

The stone deterioration situation has apparently been made worse by the application of a water repellent and surface paint layers that have not been sufficiently vapor permeable and have retained moisture within the stone. The stone deterioration would appear to have been too advanced for these treatments to have been effective in the long term anyway.

Cementitious repairs do not appear to be the answer to the deterioration because the red Maynard sandstone that remains is still failing and will ultimately cause a failure at or close to the interface between the repairs and the stone. This will again result in falling fragments of masonry

It is recommended that a three-phase program of stabilization and conservation should be implemented as soon as possible:

In Phase 1. the stonework on all facades should be carefully inspected and all loose material should be recorded and removed immediately.

Where necessary local repairs should be carried out using vapor-permeable and suitably soft cementitious repair materials such as a tinted JAHN Restoration Mortar. Note - this is purely to maintain the integrity of the masonry and keep out water – it is not intended to restore decorative finishes.

Phase 2 should consist of a program of regular inspection to confirm that there is no further threat from sandstone deterioration and falling fragments of masonry. Loose fragments should be removed at the time of the inspections.

Phase 3. should consist of the cutting out and replacement of a limited number of the most severely damaged sandstone units and their replacement with more durable sandstones of better quality but matching color and texture. The writer suggests on the basis of this preliminary study that the red Maynard sandstone should be replaced with red Lazonby sandstone and the dark purple-brown Worcester sandstone should be replaced with a similar stone such as Whirlpool Medina sandstone from New York. The replacement stones should only be selected after exhaustive testing to prove their long-term resistance to the polluted, maritime, urban environment of Manhattan with its relatively heavy precipitation rates and multiple freeze thaw cycles.

Note, there could be a substantial time delay between Phases 1 – 2 and the commencement of Phase 3. This is essential to ensure that life-safety issues are dealt with effectively first and then sufficient time is available to raise funds and to carry out testing of potential replacement stones.

The asphalt shingle roof finishes in some areas need replacement immediately and many sheet copper flashings require reinstallation to render them totally effective.

The last two issues must be dealt with immediately or at least as soon as is physically possible because roof leaks are accelerating now and the amount of damage that they will cause to the roof structure and interior finishes will accelerate on an increasingly fast basis until these problems are dealt with.

Certain recommended immediate safety measures are outlined in the copy of the Weaver/Rahmes, Urgent Memorandum of 2 April 2001. (Attached Appendix A)

Prof. Martin E. Weaver
New York and Ottawa

Appendix A.

URGENT MEMORANDUM

Date: 2 April 2001

To: John Rahmes
295 Washington Avenue #3C
Brooklyn NY 11205
USA

From: Martin Weaver

Re: Potential Life Safety Problems at The West Park Presbyterian Church, Amsterdam Avenue and 86th Street, New York, NY.

This is to confirm my verbal warning and subsequent e-mail that in the course of my preliminary inspection of the above church on Thursday 29 March 2001, I found a number of forms of stone masonry deterioration, which could pose potential life-safety problems to people on the sidewalks on both Amsterdam Avenue and 86th Street. The danger would be from falling fragments of stone.

In the course of my very brief inspection I was able to inspect the masonry of the church from the sidewalks on both streets; the lower part of the tower on the West façade up to the tall windows about 50 feet above the ground, from a scaffold; and the rest of the upper parts of the West and South facades with binoculars from the street level.

I found many areas where sandstone blocks are delaminating, exfoliating and in some cases crumbling – particularly on what are termed "skyward facing surfaces" such as the tops of cornices, water tables and belt courses. I found areas where stone blocks have cracked right through – sometimes repeatedly – and where, if they fail, they could cause a significant collapse.

While most of the fragments that are liable to fall are relatively light and thin, some must weigh many pounds. It must be noted that even a pebble falling from a height can be dangerous.

I would like to confirm that in the interim before further inspections can be made and loose fragments of stone either removed or stabilized – two levels of emergency action need to be undertaken:

1. Barriers should be erected on the sidewalks around the church with carefully worded notices asking people to keep away from the immediate vicinity of the walls for a short period while protective "bridges" are designed and constructed to protect pedestrians against the risk of falling stone fragments.

2. Protective "bridges" should be erected over the sidewalks with steel column supports and heavy plywood and plank "roof decking" pending the removal or stabilization of all defective stonework.

From my brief examination of the building and my discoveries of defects in the sandstone shafts of the tower windows of the storey below what I assume is the belfry level, I would recommend that LZA carries out a detailed examination of all of the shafts to assess the state of deterioration of some of the drums and the potential effects of the failure of a drum with many vertical cracks running through it. From my experience I would say that there might be a serious risk of what is termed a "catastrophic failure" if one drum does collapse. I draw your attention to the photographs labelled A and B in the set that we are sending to you by courier. The multiple vertical cracks in some drums are clear. May I also suggest that all of the finials are checked to see if any more are made of unglazed red terra cotta and unsafe like the one that fell some time ago and that the minister showed me last week. They obviously should all be checked to see if they are loose or in any way defective and potentially dangerous. If there is any doubt about any of them they should be photographed in place and then carefully removed and taken down to be stored in a safe place.

After I left you and had a chance to think about what I had observed, it occurred to me that I had detected an odor of molds or fungi, which would be a natural result of the roof leaks. In the light of my experience on other buildings in New York and elsewhere I would strongly recommend that an indoor air quality assessment is undertaken to determine what species of micro-organisms – such as fungi and bacteria – are present, and in what quantities. I know of one specialist firm that is uniquely qualified to work on historic buildings and that is Indoor Air Solutions 1200 East High Street. Suite 301. Pottstown, PA 19464. Tel: (610) 323 8818. The director is Dr Edward R Montz Jr. a leading American forensic toxicologist, with whom I have worked extensively on important heritage buildings. Many of the mold or fungal species that have been found in buildings in New York - such as Aspergillus niger - can be extremely dangerous to people and particularly to children. In view of the multiple uses of the building such an assessment would be extremely prudent.

Yours truly,

Martin Weaver

Exhibit C

West Park Presbyterian Church 2010 Testimony to LPC

January 12, 2010

Statement by Rev. Dr. Robert L. Brashear
Pastor, West Park Presbyterian Church

Today's designation of West Park Presbyterian Church as a landmark will not preserve our beloved church building. Instead it will hasten its demise.

Ten years ago, pieces of the church's façade started falling on the sidewalk surrounding the church. An engineering study revealed that the church building had structural and mechanical damage that was so serious, scaffolding had to be erected to protect pedestrians. As we worked to develop a plan for the stabilization and restoration of the West Park Church building, our Church's financial resources became severely depleted.

Despite this we were able to enter into a development partnership that would have rehabilitated and preserved 85% of the Church building, including our iconic bell tower AND provide an endowment that would enable us to continue our tradition of community service and worship in our Church building. Some vocal members of the community opposed this plan and tenaciously lobbied for landmark designation. As a result our development partner walked away and our building continues to deteriorate.

West Park Church lacks the funds necessary to renovate our church building by ourselves. Today's vote to landmark our Church building limits our ability to attract a willing partner. In fact, I was informed just before this morning's meeting that our ongoing negotiations with another potential purchaser were just put on hold due to the expected designation. Now, we may have no choice but to ultimately abandon our church building. So while West Park Church may be listed as a "landmark" it will be preserved in name only, offering no benefit to our congregation that built the church over a hundred years ago or to the community. It is ironic that this action was not even necessary. The fact that the church was calendared for designation last summer effectively froze any alterations without prior approval of the Landmarks Commission. While some may celebrate this decision as a victory, in reality we all have lost.

Contact:
Maureen Connelly
Connelly & McLaughlin
212-437-7373

Exhibit D

Presbyterian Foundation Letter

Presbyterian FOUNDATION

200 E 12th Street, Jeffersonville, IN 47130
800-858-6127
presbyterianfoundation.org

July 15, 2022

Chair Sarah Carroll & Commissioners
Landmarks Preservation Commission
Municipal Building
One Centre Street, 9th Floor North
New York, NY 10007

Re: West-Park Presbyterian Church
165 West 86th Street, Manhattan

Dear Chair Carroll and Commissioners:

This letter has been prepared at the request of the West-Park Presbyterian Church in the City of New York to explain the relationship between the different entities within the Presbyterian Church (U.S.A.), and to provide greater clarity to their respective duties and responsibilities. In particular, it outlines the extent to which such entities may provide funding to individual congregations within the denomination, as well as the limitations of such funding. Information included in this document is from various public sources, including https://www.pcusa.org/, https://www.presbyterianmission.org/, https://pilp.pcusa.org/, and https://www.pcusa.org/acorp/, and represents my current understanding of the structure. The structure and organization of the denomination is complex with hundreds of years of history. Therefore, there are nuances that could inform and influence the discussion of the structure and organization.

Background

For over 200 years, Presbyterians have been responding to the call of Jesus Christ, taking the gospel into all the world, and bearing witness to Christ's saving love to the ends of the earth.
The Presbyterian Church (U.S.A.) ("PCUSA"), is a mainline Protestant denomination in the United States. The PCUSA has congregations in every state with over 1 million members and with over 8,800 congregations.

The PCUSA has implemented a structure to carry out its work. The structure is consistent with its Reformed Theology heritage. While some denominations can be viewed as "top down", the PCUSA is a denomination with responsibilities and resources that flow up. This paper attempts to explain this structure.

Structure Overview

The PCUSA congregations are members of regional councils called presbyteries and presbyteries are organized by synods. A congregation is governed by its session. The session is responsible for

all decisions regarding the program, mission and policies of its congregation. This includes annual operating budgets and capital expenditures, which includes the maintenance and upkeep of facilities. Church buildings and real estate are owned by particular congregations. The maintenance of buildings and facilities are the congregation's responsibility.

The presbytery is a council that provides oversight with respect to the life and missions of the Presbyterian Church (U.S.A.) congregations within its bounds. The presbytery has the power to organize new congregations, to merge or to divide congregations, to dismiss a congregation to another denomination or dissolve a congregation, all this being done in consultation with the members of the congregation involved. Presbytery budgets support this work and presbytery funding comes from per capita, congregational donations, and endowment income, if any. The presbytery's voting members are the local pastors admitted to membership in the presbytery and ruling elder commissioners elected by congregations to represent them in the presbytery.

The synod is a council that provides oversight for the mission of at least three presbyteries within a particular geographic region. Synod funding is derived from and similar to presbyteries. Presbyteries elect representatives to synods.

The highest council of the Presbyterian Church (U.S.A.) is the General Assembly, an unincorporated body of believers. The General Assembly sets parameters for the mission of the entire denomination, determining priorities, developing objectives and strategies, and approving budgets to provide resources to carry out specific national and international work. There is a distinct difference between the work of the General Assembly and local congregations. Funding for the General Assembly focuses on its national and international mission and is not used to support local congregation maintenance and upkeep. Under the Form of Government of the Presbyterian Church (U.S.A.), assets of the denomination are not assets on which local congregations have any claim.

There are four applicable separately incorporated legal entities that are secular corporations to carry out the work of the General Assembly: the Presbyterian Church (U.S.A.), A Corporation (the "A Corp."), the Presbyterian Church (U.S.A.) Investment and Loan Program, and the Presbyterian Church (U.S.A.) Foundation (the "Foundation"). The A Corp. is a Pennsylvania corporation originally formed on March 28, 1799. Its purpose is to hold short term assets and real estate of the General Assembly, to serve as a disbursing agent for the missions of the General Assembly, and to facilitate the management of the General Assembly's corporate affairs. The A Corp. is subject to the Constitution of the Presbyterian Church (U.S.A.) and the direction of the General Assembly. The assets of the A Corp., including its beneficial interest in long term financial assets managed by the Presbyterian Foundation, and any short-term investments, cash, and non-financial property, are held by it primarily for the benefit of the ecclesiastical agencies of the Presbyterian Church (U.S.A.), which are the Office of the General Assembly and the Presbyterian Mission Agency.

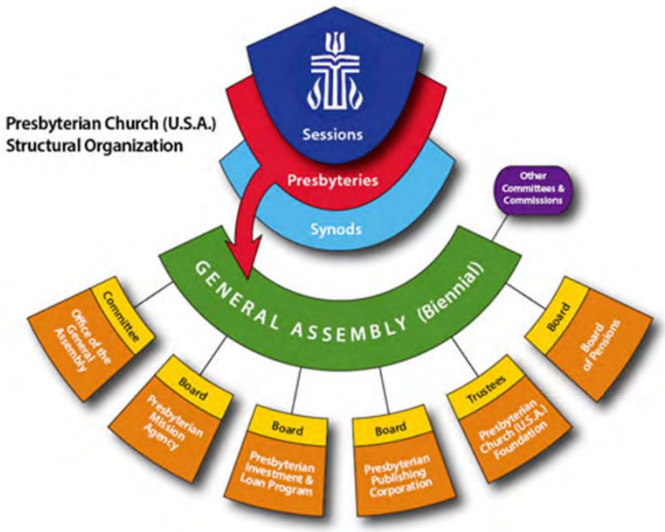
The Presbyterian Investment and Loan Program ("ILP") exists to provide loans to congregations for construction and renovation. It underwrites and manages such loans on a commercial basis. It currently has approximately $101 million in loans outstanding against a capacity, according to its

most recent Offering Circular, of approximately $150 million in funding to serve the over 8,500 churches in the denomination.

The Presbyterian Foundation (the "Foundation") manages and administers mid to long term gifts of the denomination. The gifts the Foundation holds are either restricted by donors or unrestricted by donors. The Foundation has no discretion on restricted gifts as it must follow donor designation.

West Part Presbyterian Church is not such an entity designated by any donor. The General Assembly requires that the Foundation pay the investment returns or other funds from all unrestricted gifts to the A Corp. for disbursement to the national and international programs of the Office of the General Assembly and the Presbyterian Mission Agency.

The diagram below is an illustration of the structure of the PCUSA. As noted by the arrow, congregations and their sessions, presbyteries and synods support the work of the General Assembly. This is important as it demonstrates the flow of resources.



This paper will now discuss funding options for local congregations including grants and loans.

Grants

The only entity at the national level that might provide grants to an individual congregation such as West Park Presbyterian Church is the Presbyterian Mission Agency. From time to time, it provides small grants to new church developments and communities. Larger grants (over $100,000) are not considered financially sustainable. It is my understanding that grants are not available for capital improvements such as those needed by West Park Presbyterian Church.

Loans

ILP provides low-cost loans to congregations, governing bodies, and related entities of the denomination. The loans are for the construction or purchase of buildings, renovations, and refinancing of existing debt. The total outstanding loans for ILP at end of 2021 were approximately $100 million. This total is for the entire denomination. ILP has no loan even close to the size of the funds needed by West Park Presbyterian Church.

In general, ILP follows commercial underwriting standards for its loans, including a requirement for collateralization (typically at 80% of the loan value) with collateral on which ILP could realize in case of default and a requirement of a guaranty from the local presbytery of any congregational borrower. Collateral that could not be converted to cash—such as property with significant restrictions on use or disposition—would not be adequate.

These results are not a sign that the Presbyterian Church (U.S.A.) is not committed to the mission of its churches in the world. To the contrary, they are a direct result of one of the things that makes our denomination special: its form of governance in which local power is vested in the sessions of individual churches, which then provide representatives to the higher councils of the denomination.

Indeed, this form of government—unique in the late 1700s and the very opposite of episcopal forms, such as that of the Church of England or the Roman Catholic Church—had a strong influence, one well recognized by historians, on the form of government that is now that of our United States. The West-Park Presbyterian Church has no claim of right to the assets of the Presbytery of New York City, or of the national denomination, to repair its interior or façade.

Very truly yours,

Gregory T. Rousos, Executive Vice President

cc: Mark Silberman, Esq., Landmarks Preservation Commission
Roger W. Leaf, Chair, West Park Administrative Commission
Robert Foltz-Morrison, Executive Presbyter, Presbytery of New York City

Exhibit E

April 2023 Memorandum from West Park AC

A. Responses from the West Park Presbyterian Church

To: Landmarks Preservation Commission

From: West Park Administrative Commission
165 West 86th Street, Manhattan

Re: West Park Presbyterian Church Hardship Application

Date: April 11, 2023

Cc: Sarah Carroll; Lisa Kersavage; Cory Herrala;
John Weiss; Caroline Kane Levy; James Russiello

I. Sales, Rentals, Membership and Repairs

a. Detail efforts to sell, lease or adaptively reuse the building since 2001.

i. Church states that no other "congregation", "worshiping community" or community facility has expressed interest in the building. Did church seek to sell or lease to secular entities or only other congregations/religious entities?

The Church worked with two developers prior to being landmarked in 2010; first with Related Company on a plan to replace the Building with a combination new sanctuary and market rate apartment building, and second with Richman Housing Resources (Richman) for the demolition of the community house and a portion of the church building, the construction of a 20-30 unit residential tower, and the restoration of the remaining portion of the church building. The Church vacated the Building in 2009 in preparation for Richman's redevelopment project, which would have included the preservation and restoration of the sanctuary. The Richman plan was about to go forward with demolition when the Building was calendared for possible landmark designation, whereupon the developer pulled out of the deal.

As soon as Richman pulled out of its deal, the Church began an aggressive campaign to find a partner who might purchase or share ownership of the Building - a partner willing to take on the considerable challenge of restoring the property, and also provide the congregation with a place for worship. Beginning in 2010, there were ongoing conversations with Marymount School, the Manhattan Jewish Experience, and the Venezuelan Consulate to the UN regarding the development of an Inter-American Cultural Center. Less extensive discussions were also held with The West Side Theatre Center, The Open Center, a group looking to start a new private school, and the Dwight School. Because of Building's condition issues and its imminent landmarking, none of these discussions led to a final offer.

At the same time, the Presbytery of New York City (the "Presbytery"), at the request of the Church, had established an administrative commission (AC) similar to the West Park Administrative Commission (West Park AC) to assist in the sale of the Building.

In a congregational meeting held on May 16, 2010,[3] just days after the City Council approved the landmarking of the Building, the recommendation of the AC to sell the Building was brought before the congregation for a vote, but it was voted down over concerns of the loss of its spiritual home of over 140 years, and the expectation of pledges from Gale Brewer and others to raise millions of dollars for restoration. At the time, the Church had 88 members.

Arts groups such as Joffrey Ballet, the Rioult Dance company, and the Rockefeller Group also considered long-term building leases, but after extensive assessments of renovation costs, all chose not to move forward.

1. Churches and other significant assembly spaces have partnered with catering facilities [i.e. Cipriani], museums [i.e. CMOM] or similar businesses. Has the church approached businesses like these to investigate a partnership?

As noted above, the Church vacated the Building in 2009 in preparation for Richman's redevelopment of the Building, which would have included restoration of the sanctuary, but once the Building was calendared for landmarking Richman withdrew from the project. The church remained unoccupied from 2009 to 2011, with no heat (and no air conditioning). In February of 2011, a leak in the sanctuary roof was discovered, and the Church was sued over a "slip and fall" on the sidewalk on 86th Street, adding to expenses. But by the end of the year, heat was restored to the Building, and the Church had begun to lease space to religious and arts groups. Despite condition issues, the church leased the sanctuary to the Woodshed Collective in the summer months of 2011, and by the end of that year Sanctuary USA, an AME church formerly known as The Sacred Center, was regularly worshiping in the sanctuary. In 2012, Noche Flamenca became a tenant for rehearsal and performance space, and in 2013 Manhattan Jewish Experience was a tenant for several months. In 2014, several theatre groups used the space, and the French Christian Ministry began meeting for worship in the sanctuary. In 2015, the Inure Community Church, a Korean congregation, and the Buddhist Council of New York were tenants, and Shen Wei used space in the Building for rehearsals. In 2016, Restoration Temple Ministries briefly leased space in the Building, and Russian Arts and the Lighthouse Church became long-term tenants (Noche, Russian Arts, and Lighthouse continue to be tenants to this day). In 2016, the Church was also able to generate some additional revenue from film shoots.

The Church did not approach any profit-making business because its focus was on worship and the arts. Moreover, the cost of refitting the space to accommodate a business or museum was not deemed feasible. These uses would have required the Church to remove pews, provide ADA accessibility and rest rooms, better climate control and, in the case of a catering hall, a full commercial kitchen.

ii. What exactly was Cushman & Wakefield hired to do in 2012; were they trying to sell or lease? What were the results of their efforts?

In addition to the leasing activity described above, the Church signed an Exclusive Leasing and Sales Agency Contract with Cushman and Wakefield (C&W) in 2012 to identify potential groups to lease or partner with the Church. According to Jamie Covello, who was a senior executive at C&W at the time and was the principal responsible for working with the Church, C&W was engaged to secure not-for-profit tenants with good credit for long-term leases that would enable the Church to qualify

[3] The constitution of the Presbyterian Church (USA), commonly referred to as the Book of Order, states that a church property cannot be sold without the approval of the congregation.

for bank financing for renovations and repairs. During this period C&W actively engaged in multiple negotiations with prospective tenants, including private schools, visual and performance arts groups, arts management groups, and religious congregations. However, concerns about the significant requirements for leasehold improvements and the Church's lack of funding for repairs and upgrades ultimately caused all of these prospective tenants to back away from any form of partnership to restore the Building.

Notable prospective tenants with which C&W entered into discussions on behalf of the Church include the following:

- Muslim Religious and Cultural Center - May-September 2012. C&W conducted multiple tours, and proposals and counterproposals were exchanged, which ranged from an average of $14 to $18 per square foot, as is, with 3% escalation applied to the rent annually. These negotiations did not result in a lease as the Muslim center decided that it preferred to purchase the Building, and, as described above, the Church was not willing to sell the Building at that time.

- Playwright and Actors Studio - November 2013-January 2014. C&W conducted multiple tours, proposal and counterproposal were exchanged, and numerous meetings and discussions were held. The deal was ultimately abandoned due to the significant cost of bringing the Building up to Code for a change in dominant use.

- Jewish Congregation – November 2013-August 2014. Negotiations for the entire Church House continued for nearly two years, which included significant studies and expenses committed on behalf of the tenant. This included Community Board presentations and approval, an approach to the DOB and a planned approach to the Landmarks Preservation Commission, all with the support of a consultant paid by the prospective tenant. The proposal was for a gut renovate the Building in exchange for a $16 per-square-foot net rent plus a 2% rent escalation for a long-term lease and right of first refusal to acquire the Building in the event of a sale. After many meetings, the Jewish Congregation backed away from negotiations due to the high cost of renovations.

- Dance Company - August-November 2014. The dance company offered to lease the community house except for the portion of space rented by Noche Flamenca. Proposed rent was in the range of $24 to $26 net per square foot for a 15-year term. The Church committed to building renovations of the roof and plumbing for the 3rd floor bath. Ultimately the dance company's Board rejected this lease due to the cost of further renovations.

- Significant Ballet Company - April thru September 2014. The ballet company offered $27 net per square foot plus rent escalation for a 15-year lease. The ballet company offered to make significant renovations (roof and water damage, elevator, broken windows, plumbing for 3rd floor restroom), as well as a $170,000 as a cash contribution to the Church. According to Session minutes, the deal fell through when the Department of Buildings (DOB) turned down the Church's request for a Letter of No Objection (LNO) relating to a change in dominant use of the Building.

- Ballet School - June 2016. The School offered to lease the entire building for $30 net per square foot for a 10-year term, with a requirement that the Church pay for 50% of the cost of renovations. Once the School thoroughly understood the poor condition of the Building, they withdrew the offer.

During this period the Church also removed the pulpit and altered the sanctuary to accommodate a stage for dance and musical groups, and repurposed meeting rooms and its assembly hall to accommodate paying tenants.

iii. Did the church decline any offers to purchase the church between 2001-2021 (other than as described in the application materials and presentation) and, if so, why?

As described above, prior to landmarking, the Church worked with Related Company on a plan to replace the building with a combination new sanctuary and market rate apartment building. In 2004 the Friends of West Park, a community-based group, presented a plan for restoring the church and community house as a rental space for non-profits. The Church worked with both groups to develop these proposals but ultimately, both plans were deemed economically infeasible.

In 2007 the Church explored a plan with Richman for the demolition of the community house and a portion of the church building to build a 20-30 unit residential tower, and to restore the remaining building. When the Building was calendared for possible landmark designation, Richman pulled out of the deal.

The Church entered into discussions with several potential partners since it was landmarked in 2010 with the goal of sharing space and retaining a place for worship in the Building, but restoration and code compliance issues were difficult to overcome. A recent purchase option from the Center at West Park was not considered because of the conditional nature of the offer. It was also not considered a serious offer because the Center also could not demonstrate that it could raise the funds needed to bring the Building up to Code as required if it were to purchase the Building.

b. Detail efforts to sell development rights from 2001 to the present. Did church attempt to market the development rights?

There have been numerous studies undertaken over the years to explore the feasibility of selling the Church's unused development rights. All of these studies concluded that there were no viable receiving sites that could use these air rights for development purposes.

There are two zoning lots to which the Church's air rights could be sold as of right: 151-161 West 86th Street and 176 West 87th Street. Both of these properties are pre-war co-op apartment buildings, and further development of those properties would likely necessitate buying out all current shareholders and effectively constructing a new building on the site. While the Church did not directly approach either of these co-ops, it is clear that residents of both buildings were aware of the availability of the Church's unused air rights, at least as far back as 2003, and at no time has either property shown an interest in purchasing the Church's air rights for development purposes.

There is also a limited number of additional eligible receiving sites through the use of a Zoning Resolution Section 74-79 transfer. This approach is costly, time consuming, subject to ULURP approvals, and uncertain in outcome (there have been only 12 successful 74-79 transfers in 55 years). Nevertheless, the Church engaged FXCollaborative to analyze the feasibility of using a Section 74-79 transfer for development by 140, 168 and 170 West 86th Street. This analysis clearly demonstrated that none of these fully occupied buildings could feasibly utilize the acquired air rights without a wholesale redevelopment of the property.

i. Were there any offers to purchase the church's development rights?

The Church received three inquiries related to the potential purchase of its development rights, all of which would have included the grant of a light and air

easement prohibiting development above the existing building. The first proposal was for $1.5 million in 2003 from the tenants of 176 West 87th Street, led by a resident who subsequently became a member of the Center at West Park Board. (An article describing the offer appeared in the NY Times on October 24th of that year.) The second offer, in 2011, was also from the tenants of 176 West 87th Street, was to "lease" the Church's air rights for $1,500 per year for a period of ten years. The third offer, in 2019, was from The Center at West Park, led by Board members who owned apartments in the adjacent buildings. The Center's offer was for $1 million, to be raised from tenants of adjacent buildings. In all cases, the intent was to ensure that the Church's unused air rights could not be utilized *on site* to block the views of apartments in the neighboring buildings. It was never clear whether the tenants of either building would have been able to raise the necessary funds from its residents. None of the offers would have provided enough funds to repair and restore the building.

c. Declining membership in congregation.

i. Provide congregation membership numbers from 2001 to the present. (Note: according to the Kramer Levin letter, membership was about 250 in the 1980s, 80 in 2010, less than 30 in 2015 and "approaching single digits today".)

According to membership data reported by the Church to the Presbytery of New York City, the Church's membership in 1990 was 287, but began to fall in the mid-90's as building condition issues worsened, dropping to 94 in 1999. Membership was fairly stable until the Building was landmarked in 2010, when its membership was 88. However, after landmarking, membership dropped to 28 in just four years - ultimately leading to the termination of its pastor in 2017. The most recent census of membership was conducted in 2022, when active membership was 12. No other Presbyterian Church on the Upper West Side experienced a comparable drop in membership over this period.

ii. Provide support for statement that challenges of dealing with building was a cause for the declining membership.

After extensive water damage from burst pipes in 2009, the collapse of negotiations with Richman and the landmarking of the Building in 2010, the Church faced the challenge of returning to the Building for worship, which consumed not just money but considerable time and energy of its members. The purpose of a church is to worship together; to express faith through works; to offer support to one another as a community; and to help each other transform their lives as they understand their faith. Instead, the Church was consumed with raising funds for repairs and attracting groups willing to rent space in the Building. Addressing the needs of a building is part of the stewardship that goes with maintaining any church, but not when they become all-consuming when there are many other churches nearby that were not grappling with such overwhelming challenges. A 68% drop in membership in the four years after landmarking speaks for itself.

iii. Provide information on membership in congregations in nearby Presbyterian churches since 2001 for a similar time-period.

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 unrelated to West Park. In 2021, its membership was 71.

iv. You have stated that there are 12 members of the congregation. At what point is there legally no longer a congregation?

In the Presbyterian Church (USA), there is no required minimum membership for a congregation. The denomination is based on a "bottoms-up" hierarchy, so questions of sustainability generally fall to the congregation. In rare cases where a church ceases to follow the tenants of the denomination, a Presbytery can step in and make the decision to disband the congregation. The congregation of West Park, as long as it follows the ecclesiastical teachings of the denomination set forth in the Book of Order, can continue to operate if it chooses to do so. However, as a practical matter, the Church will need either a new source of income or relief from its existing Building expenses to continue to operate.

1. If there was no longer a legal congregation, who is responsible for the building?

If a congregation votes to disband (or if a Presbytery were to step in in the event the congregation were unable to take such action), the church property would be turned over to that Presbytery. Typically, the property would be sold and the proceeds would be used to assist other Presbytery churches. .

d. Efforts to address the physical conditions of the building.

i. You have stated that the Congregation has sold "all of its assets" (such as the Manse) and used the proceeds to try and maintain the church. Please detail what maintenance or restoration work (or other work) has been done to maintain the building and address the exterior and structural issues since 2001.

As described above, prior to landmark designation in 2010, the Church's focus was on redevelopment of the Building with a potential development partner. The Church engaged in discussions with both Related Company and Richman on plans to demolish portions of the Building and construct a new building on a portion of the site. The Church also met with Landmarks West! In 2003 regarding potential strategies to fund restoration of the Building, including strategies for marketing and programming space in the Building. The Church also worked with Friends of West Park in 2004 to develop an adaptive reuse plan that would have involved significant changes to the Building. These plans were abandoned when they were found to be infeasible (and in the case of the Richman proposal, the developer pulled out when the Building was calendared for landmark designation.)

In 2009, the Building was not occupied and the congregation was worshiping at St. Paul and St. Andrew United Methodist Church at 263 West 86th Street. During the

time water pipes burst in the unheated Parish House, causing extensive damage to the interior of the Building, including electrical wiring, the elevator and boiler. The Church had no endowment at the time, and possessed only three assets: a small apartment at 62 West 87th Street, a manse at 124 West 93rd Street, and the Building. By January 1, 2010, the Church had almost no money in the bank, and loans and payables exceeding $350,000.

The apartment on West 87th Street was sold in January 2010, netting $450,651; most of which went to pay outstanding debts and back expenses. Five months later, the Church had just $34,000 on hand, leaving few funds to pay for repairs for asbestos abatement, electrical work, and a new boiler. Most of the insurance proceeds from the water damage were paid directly to contractors.

By May 2011, Church funds were down to $14,500, but it was able to obtain grants from the New York Foundation for the Arts, the NH Charitable Fund, and the Halbreich Foundation to pay for operating expenses, repairs and a new boiler (the elevator was never repaired). In all, the Church spent $50,000 on building repairs in 2011.

In 2012 and 2013, the Church continued to struggle financially, relying on fundraising and nearly $90,000 in loans from parishioners to keep operating. As such, it was unable to afford any additional repair or restoration work during this period.

In January 2014, the Church sold its manse on West 93rd Street, netting $1.3 million. This provided the first real funding for building repairs since the Building was landmarked. The Church spent $76,000 in 2014 and an additional $234,400 in 2015 on architects, engineers, new fire safety equipment, and repairs to damaged pipes. In 2016, the Church spent an additional $60,000 on repairs to bathrooms, repair of basement flood damage, and to the church balcony. The first significant repair to the exterior of the Building occurred in 2019, when the Church spent $113,000 to replace the roof of the parish house.

Not all of the net proceeds from the sale of the 93rd Street manse went toward Building repairs. Funds also went to the payment of salaries, insurance, utilities, a sidewalk bridge, and routine building maintenance. The Church's cash income and expenses since the sale of the manse in 2014 have included the following:

West Park Presbyterian Church
Cash Income and Expenses ($ in thousands)

	2014	2015	2016	2017	2018	2019	2020	2021	2022
Sale of Manse, Net	1,277.6	0	0	0	0	0	0	0	0
Grants and Loans	10.0	7.0	25.0	0	0	10.0	0	47.9	175.6 (a)
Rent & Other Income	60.8	219.8	294.5	92.1	42.7	39.0	23.2	40.9	82.5
Total Cash Income	**1,348.4**	**226.8**	**319.5**	**92.1**	**42.7**	**49.0**	**23.2**	**88.7**	**258.1**
Personnel	206.6	156.9	152.7	38.7 (b)	26.0	23.5	24.6	26.9	28.2
Insurance	36.8	35.8	31.3	30.7	60.7 (c)	45.7	52.5	35.1 (d)	56.1
Utilities	36.0	39.8	30.8	8.3 (e)	0	0	0	0	0
Sidewalk Shed	30.0	23.8 (f)	0	0	0	0	0	19.0 (f)	0
Other Operating	126.2 (g)	52.4	71.3	10.4	6.2	4.2	2.5	32.8	115.8 (h)
Capital Imps.	76.1	234.4	93.1	4.5	11.8	108.2	11.3	19.9	73.2
Total Cash Expense	**598.7**	**543.2**	**379.3**	**92.6**	**104.8**	**181.6**	**91.0**	**133.6**	**273.6**
Net Cash Flow	**749.7**	**(316.3)**	**(59.8)**	**(.5)**	**(62.1)**	**(132.6)**	**(67.7)**	**(44.9)**	**(15.5)**

(a) Includes $100,000 in loans from the Presbytery
(b) Senior pastor position was eliminated.
(c) Change in carriers.
(d) Change in carriers - gap in coverage.
(e) Center at West Park assumed responsibility for utilities under its lease.
(f) Sidewalk sheds purchased in February 2015 and April 2021.
(g) Includes closing costs and back expenses paid from sale of manse.
(h) Includes building condition assessment costs.

Major vendor expenses for repairs, scaffolding, and insurance between 2011 and 2022 were as follows:

Eagle Scaffolding - Sidewalk Shed - 2010-2014	$ 87,100
Gem Mechanical - Boiler - 2011	25,000
NYGC - Basement Repairs 2014, 2015	174,000
CTA Architects - 2014, 2015	30,000
AFA Protective - Fire Alarm - 2015	60,600
JBI Management - Basement Repairs - 2016	50,200
Imperial Construction - Roof - 2019-2020	113,300
Phoenix Sutton - Purchase Sidewalk Shed - 2021	19,000
Various Insurance Carriers - 2012-2022	454,800
DOB/DOF Fines and Penalties - 2012-2022	41,700
TOTAL	**$1,055,600**

e. Relationship between the church (session) and the Presbytery

The 'church' consists of the individual congregants who are members of the Church. The governing body of the Church is the session, although most Presbyterian churches also have Trustees and Deacons, all of whom are elected by the congregation. The Board of Trustees are the officers of the Corporation, and Deacons attend to the wellbeing of the congregants and the execution of the mission of the church.

West Park does not have a Board of Trustees. The session became the sole governing body of the Church in 1998, and since then session members also serve as the corporate officers of the Church. All Church property is owned by The West-Park Presbyterian Church of New York City (the "Corporation"), a religious corporation incorporated under the Religious Corporations Law of the State of New York, which is solely responsible for its upkeep.

All decisions about church matters, such as the time and place of worship, the administration of the sacraments, the welcoming of members, the approval of budgets, the maintenance of church property, and the use of the sanctuary are made by the session. Session members are ordained Elders elected for three-year terms at a duly called congregational meeting.

There are certain actions for which the session must also obtain the approval of both the congregation and the Presbytery. These include the hiring of a new pastor, the sale of church property, and the approval of certain loans. In addition, the Presbytery must approve all leases that either involve the use of the sanctuary or are have a term longer than five years.

The Presbytery of New York City is made up of 89 Presbyterian churches and 15 worshiping communities, including West Park, which are each solely responsible for the upkeep of their property. Although it has a limited amount of restricted funds that are used to make about $100,000 in grants and loans annually to be spread among its member churches. The Presbytery is a member of the Synod of the Northeast, and the Synod is part of the General Assembly, the national organization of the Presbyterian Church (USA). The Book of Order sets forth the jurisdictional authority of each of these bodies. It is the responsibility of the Presbytery to ensure that its member churches follow the Book of Order.

i. **The session (and now the Administrative Commission) is described as the "owner". Does the Session have the authority/power to take out a loan or mortgage without the consent of Presbytery?**

As stated above, the Corporation is the owner of the Building, and the officers of the session are the corporate officers of the Corporation.

Neither the session nor an administrative commission can sell or mortgage church property without affirmative votes by both the congregation and the Presbytery and, in the State of New York, with the consent of either the State Attorney General or the Supreme Court of the State of New York.

ii. **What is the difference between the Session and the West Park Presbyterian Church of New York City (a NY religious corporation)? Is the Corp. the actual owner of the property? Is the Session a subsidiary? Is it the equivalent of a Board of Directors?**

The Corporation is the owner of the Building. The session is the governing body of the Church, and since 1998 members of the West Park session also serve as the officers of the Corporation. In accordance with the Book of Order, the Presbytery may assign "original jurisdiction" that would otherwise reside with the session to an administrative commission. The West Park AC was granted original jurisdiction over the Church on October 19, 2021, although session members remain the officers of the Corporation.

iii. **The Administrative Commission was authorized to act as the Corp. by virtue of the 10/19/21 resolution. Describe the relationship between the Administrative Committee, the Session and the Corp.**

The West Park AC was created by the Presbytery in December 2020 "to provide leadership and assistance to the Church in pursuing the sale of church property, and addressing existing and future space use issues." In October 2021, the session requested that the West Park AC be granted "original jurisdiction" so that it could also assist in, among other things, arranging loans from the Presbytery to pay for operating expenses and emergency repairs. By granting original jurisdiction to the West Park AC, all powers granted to the session under the Constitution of the Presbyterian Church (USA) were assigned to it, and as such has the jurisdictional authority to act on behalf of the session on all matters relating to the Church. However, members of the session continue to serve as the officers of the Corporation. The West Park AC has delegated certain responsibilities, such as the approval of active members and the time and place of worship services, to the session.

iv. **Please provide the BBG appraisal dated 8/9/21 that was referenced in the Presbytery minutes and used to support the contract with Alchemy.**

The BBG appraisal is attached as Exhibit 1 to this response.

v. **What would happen if the Presbytery did not approve the sale of the church? Given the church's testimony that the Session is for all intents and purposes non-existent, who would be responsible for compliance with local laws and codes?**

The congregation of the Church voted unanimously to approve the sale of the Building to Alchemy Properties at a called congregational meeting on March 27, 2022, and the Presbytery approved the sale at its quarterly meeting on June 7, 2022 by a vote of 91 to 3. The session of the Church is still an active body, and is responsible for compliance with local laws as the corporate officers of the Corporation.

vi. Is the Presbytery obligated to give loans or other financial assistance to the Session?

The Presbytery's financial resources are extremely limited. It is restricted in its ability to assist one member church over another, although it has established a board designated fund that provides about $100,000 in grants annually to its member churches. In rare cases, the Presbytery has also loaned funds to member churches from the same designated fund, generally in anticipation of the sale of church property. The Presbytery made two $50,000 loans to the Church in 2022 that came from this fund, as well as a third $50,000 loan approved within the last month. A loan greater than $50,000 would require an affirmative vote of the entire Presbytery.

vii. Has the Presbytery authorized the sale or long-term lease of other church properties in New York?

The Presbytery must approve all sales of property by its member churches, all leases of church property with a term of more than five years, and all leases involving the use of a sanctuary, regardless of the term. The Presbytery has routinely approved such leases and the sale of property owned by member churches after a careful review of all documentation and the approval of sales by the related congregation. Such sales have included bequests of real property, manses, auxiliary buildings, and in rare cases, churches.

viii. Has the national Presbytery supported churches with loans or grants? Did West Park seek support from the national Presbytery? What was the outcome of those efforts? If it didn't, why not?

Small grants, less than $100,000, are sometimes made to individual congregations by the Presbyterian Mission Agency. These grants are generally made to new worshiping communities, but such grants are not available for capital improvements to church property.

The Presbyterian Investment and Loan Program ("ILP") can provide loans to congregations for construction and renovation, and has made approximately $100 million in loans to the 8,500 churches in the denomination. To qualify, churches must meet a rigid lending criterion that West Park would be unable to meet.

In 1986 the Church received a loan from ILP's predecessor entity, which was repaid in 2002. In 2012, the Church investigated whether ILP might provide a loan for renovation and maintenance of the Building, but it was unable to meet the necessary credit criteria.

A July 15, 2022 letter from the Presbyterian Foundation describing the relationship between the national organization and local congregations is attached as Exhibit 4.

II. Other efforts to raise funds

a. Describe fundraising efforts to address building issues from 2001 to the present.

b. Has the church sought to obtain grants from foundations or other institutions? If so, describe the efforts and the outcomes.

As described above, the Church raised funds from a range of sources, including grants from foundations, loans from parishioners, and renting space in the Building. In 2010 and 2011, the Church sponsored fundraisers, and hosted a craft fair to raise funds for a new boiler. The Center at West Park (the "Center") hosts an annual fundraising gala," but has never shared any of the funds raised with the Church.

III. Lease with Center at West Park

a. Has the Center exercised its right to renew the lease for another five years, until 12/31/28? What is the status of the lease?

The Church and the Center entered into a written lease agreement dated April 6, 2018 for an initial five-year term ending on December 31, 2022, which contained a renewal option whereby the Center could extend its tenancy through December 31, 2027.

The Church - which at the time of lease obligations did not have a pastor and was not represented by counsel - subsequently became aware that the lease violated the New York Religious Corporations Law ("RCL"). Since the renewal option would extend the lease term beyond five years, RCL § 12 required the parties to submit the lease to the Presbytery to obtain its prior consent and, in addition, to obtain the approval of the NY Supreme Court or Attorney General. However, the lease was never submitted to either the Presbytery for approval, or to the Court or Attorney General. In the absence of these approvals, the Lease is void *ab initio* as a matter of statutory law, including its renewal option.

The Church is currently seeking a declaration of the New York Supreme Court, New York County, in an action entitled *West-Park Presbyterian Church of New York City d/b/a West Park Presbyterian Church v. The Center at West Park, Inc. d/b/a The Center at West Park, et al.* (Index No. 652924/2022), that the Lease is void *ab initio* for violating the RCL. Specifically, the Church seeks a declaration along with a judgment of possession and the immediate issuance of a warrant of eviction, enabling the Church to recapture legal possession of its real property occupied by the Center.

After commencing this action, the Church moved for summary judgment seeking dispositive resolution, and the Center cross-moved, requesting leave to file an amended answer and to compel discovery. Both motions are currently pending before the judge, and oral arguments are scheduled for May 3rd.

IV. Contract with Alchemy

a. Admin. Comm. has testified that it explored ways to retain, modify and replace the building. How did it do that? Did the Church issue RFP or equivalent in 2020 or 2021 to solicit interest from developers?

Working with a team of architects and zoning experts from FXCollaborative, Alchemy Properties undertook a series of massing studies to determine the development potential of the property under a range of scenarios within the limits of the sites contextual zoning restrictions. At a more advanced stage of the review process, Severud, Façade MD, and CCI

were brought in to assess restoration, code and building condition issues. Attached as Exhibit 3 to this response are massing studies of the many design options that were considered.

b. How did church "select" Alchemy to be its development partner in 2021?

In early 2021, the West Park AC engaged the firm of Kramer Levin Naftalis & Frankel ("Kramer") as counsel for real estate matters and to advise it in how best to identify developers that had experience in projects involving landmarked properties. It was the view of the West Park AC, confirmed through discussions with Kramer, that only a small number of experienced developers would be willing to undertake a project that would involve the alteration of a landmark. which potentially could take years to complete and would entail the risk that a proposed plan might not ultimately be approved. It was felt that a targeted approach focused on such developers was more likely to identify the best potential purchaser vs. the very public process of hiring a real estate broker.

Dan Berman, a Partner in Kramer's Real Estate Department, researched the matter with his partners and reached out to multiple developers, identifying a total of seven firms that were willing to sign a nondisclosure agreement and discuss the project in detail. After several months of interviews and negotiations, the West Park AC selected Alchemy Properties to explore the possibility of constructing a residential tower over the church to fund the restoration of the existing building, and signed a letter of intent (LOI) with Alchemy Properties on March 30, 2021.

c. Is there a retainer/contract/agreement that describes what Alchemy was selected to explore? If so, please provide.

A copy of the March 30, 2021 letter of intent is attached as Exhibit 2 to this response.

d. Alchemy testified that it explored many options to save portions of the building to incorporate into a new development. Besides the example provided in the application, can Alchemy provide information on any other alternatives they explored?

Attached as Exhibit 3 is an analysis FXCollaborative Architects that presents the alternatives explored by Alchemy and a discussion of why each of them were found to be unworkable.

e. When did Alchemy retain FXCollaborative, Façade MD and Severud and the other consultants?

Alchemy brought in FXCollaborative immediately after signing the LOI to assist in exploring development options because of its design and zoning expertise and its experience in working on landmark buildings. The project team investigated a number of potential development options, including adaptive reuse of the structure within its existing envelope, the replacement of the community house with a residential tower, the construction of a new residential tower above the sanctuary, and the replacement of the entire building. In each case, the design incorporated a worship and community space for use by the Church.

Severud, CCI, Nova Construction, LBG, Krypton Engineering, and Liberty Stained Glass Conservation subsequently joined the project team to investigate existing building condition issues and to estimate the cost to repair and restore the façade and interior of the Building. This comprehensive evaluation of the Building went far beyond the Landmarks Conservancy assessment in 2011, and included addressing code compliance and ADA accessibility issues that were identified for the first time.

Exhibit F

August 2023 Memorandum from the West Park AC

B. Response to Commissioners' questions in memoranda dated June 19, July 3, and July 21, 2023 from West Park Presbyterian Church

To: Landmarks Preservation Commission

From: West Park Administrative Commission
165 West 86th Street, Manhattan

Re: West Park Presbyterian Church Hardship Application

Date: August 30, 2023

Cc: Mark Silberman, General Counsel

A. Response to Commissioner Holdford-Smith's Question Regarding Other Offers for the Building

In Public Hearing LPC-22-04861 on June 13, Commissioner Holdford-Smith asked Roger Leaf, Chair of the West Park Administrative Commission (the "WPAC") if the West Park Presbyterian Church (the "Church") had received any offers to purchase the Building, other than from Alchemy Properties Inc. ("Alchemy). Mr. Leaf said that the Church had received other indications of interest on various occasions, but that there were no offers on the table other than the offer reflected in the contract with Alchemy Properties. Several witnesses subsequently gave testimony challenging this statement, so the following is a more detailed response.

On March 30, 2021, the Church entered into a Letter of Intent with Alchemy Properties, a copy of which was submitted to the Commission on April 13, 2023. This began months of analysis of the Building's condition issues, investigation of development alternatives and the Church's needs for a sustainable place for worship and community programs. This process ultimately resulted in the plan submitted to the Commission on April 5, 2022, based on a 200-page Purchase and Sale Agreement (the "PSA") that was approved by the WPAC on February 28, 2022 and signed on March 3, 2022. The PSA was then unanimously approved by the session of the Church on March 17, 2022, by the congregation of the Church on March 27, 2022, and by the Board of Trustees of the Presbytery of NYC on April 4, 2022. It was then approved by the full Presbytery on June 7, 2022 by a vote of 91 to 3.

As reported in earlier testimony, the PSA obligates Alchemy to pay the Church $33 million for the purchase of the Building, and to pay the Church over $8 million to fund

the build-out of an approximately 10,000 square foot worship and community facility to be designed, owned and used by the Church.

On June 11, 2022, 67 days after our application to the Commission and four days after the approval of the PSA by the Presbytery, Mr. Leaf received an unsolicited email from Ted Berger, together with a two-page, conditional offer from the Center at West Park (the "Center"), signed by Marian Warden, to purchase the Building for $3.5 million. The terms of the offer included a 5% "refundable deposit" that would be paid once a definitive purchase and sale agreement had been negotiated and signed. The signing of the definitive agreement would be followed by a 30-day "due diligence period," during which time the Center could back out of the deal. To date, this June 11, 2022 email is the only communication from Mr. Berger, Ms. Warden or the Center that the Church has received relating to this conditional offer.

The Church did not seriously consider this offer. The Church is bound by the terms of the PSA, which, like any land sale contract, does not give the Church the unilateral right to back out of the deal, and certainly not merely because it receives a non-binding, conditional offer from another potential purchaser for a fraction of the agreed-upon purchase price.

Mr. Leaf's response to Mr. Berger's email, which was read by one of the witnesses at the June 13 hearing, stated what the Center already knew: that the Church had already entered into a binding contract that had been approved by both the congregation and the Presbytery for multiple times the amount proposed in Ms. Warden's letter. Mr. Leaf's response went on to say that *"if this agreement does not close, we will consider any and all legitimate offers for the property at that time."* This is indeed a true statement because the Church's never-ending struggles to maintain the Building has driven it so deeply into debt that the only way it can avoid bankruptcy is to sell the Building.

B. Response to June 19, 2023 Questions from Mark Silberman, General Counsel

1. *There was testimony that West Park refused to get listed on the S/NR? Is that true and, If so, why?*

    - The Church has not applied for registration at either the State or National Register of Historic Places, even though it likely would have qualified. While such registration would have provided recognition of the Building's historical or architectural significance and could have qualified the Church for relatively small Federal and State preservation grants, the application process is time-consuming and the Church did not have

anyone who was qualified to undertake the application. Federal investment tax credits for income-producing properties provide little benefit to non-profits unless they can be syndicated, which is an extremely complex undertaking. Tax credits for rehabilitation for third-party use are more fully described in our submission by Appraisers and Planners, Inc.

While preservation grants may have provided funding for small restoration projects, they would not have been nearly enough to address all of the Building's needs. With no staff to take on the application process, this was not considered an option for the Church.

2. *You testified that 27 of approximately 95 congregants voted in the 2010 referendum on the Administrative Council's recommendation to sell. What was the actual vote to not sell the building?*

   - The vote of the congregation was held on May 16, 2010, just six days after the City Council's May 12 vote to approve the Commission's designation of the Building. According to the minutes of that meeting, there were 87 Active Members of the Church at the time, of which 24 were present. An Administrative Commission that had been formed earlier that year brought forward a recommendation that the Church merge with the West End Presbyterian Church, effectively bringing an end to West Park as a congregation, and sell the Building. No sales price or other potential terms were discussed. The vote, which was only on whether to seek a buyer of the Building, was 8 in favor and 16 opposed. The minutes highlight the view that more time was needed to study options before committing to a sale.

3. *What prompted the Congregation to vote to sell the building in 2020, only two years after working to set up the Center?*

   - The Church calculated how much money it had on hand, how much income it would receive from the Center, and what expenses it would have to pay in the coming years. It had become clear at that time that the Church was going to run out of money within two years and would have to declare bankruptcy if it couldn't sell the Building.

   a. *How many were in the Congregation at this time; how many voted; and what was the vote?*

- A congregational meeting was held on May 1, 2020, preceding worship. At the time, there were 12 Active Members of the Church. Nine Active Members, the Moderator, and three guests were in attendance. The vote by the Active Members to sell the Building was unanimous.

b. *When did you tell the Center about the vote?*

- Four members of the Center's Board attended the May 1st congregational meeting, including President Marian Warden, Mitchel Schamroth, Donald Frantz, and Marsha Flowers. All were present for the vote.

c. *Did you reach out to Borough President Brewer or make any other efforts raise money before voting? If not, why not?*

- Over the years, especially in the years immediately after landmarking, Rev. Brashear and other session members met with Gale Brewer several times to pursue potential funding. Several of these meetings also included Board members of the Center at West Park. By the time of the 2020 congregational meeting, the congregation had given up on ever receiving any substantial funding from the City.

4. *Your client stated the Congregation voted "unanimously" to sell the building to Alchemy at the meeting of March 27, 2022; what was the vote?*

- Prior to the March 27, 2022 congregational meeting, the session had confirmed that there were 12 Active Members with authority to vote. Nine Active Members were present at the congregational meeting. The vote to sell the Building to Alchemy was eight in favor, none opposed, and one abstention.

5. *How many times has the Presbytery of New York approved the sale of a church building between 2000 and 2023?*

- The Presbytery has approved the sale of at least 28 other church properties, including church buildings, manses, vacant lots and other properties, and property received as bequests that have closed since

2000. Some of these sales were for multiple parcels. In some cases, the buildings were retained, and in others the buildings were demolished.

Of these, nine were sales of a church building, including:

- Astoria Presbyterian Church - 2006. The congregation sold the church to a developer of affordable housing, relocated to a new building and used sale proceeds for its ongoing mission.
- Staten Island Presbyterian Church - 2006. The Church closed and sale proceeds were deposited into a restricted fund managed by the Presbytery.
- Redeemer Presbyterian Church of East Brooklyn - 2010. The congregation sold the church and merged with another congregation in the Presbytery. Proceeds were used for the ongoing mission of the new combined congregation.
- United Ridgewood Presbyterian Church - 2011. The church closed and sale proceeds were used to endow a new congregation.
- French Evangelical Church - 2011. The property and air rights were sold to a developer of market rate housing. Developer restored the church as part of development, which is still used by the congregation.
- Bay Ridge United Presbyterian Church - 2012. The congregation sold the church and merged with another congregation in the Presbytery. Sale proceeds were used to fund the mission of the new combined congregation.
- Home Street Presbyterian Church - 2015. The church closed and sale proceeds were deposited into a restricted fund to support Presbytery churches in the Bronx.
- Jan Hus Presbyterian Church - 2018. The congregation sold the church and used the proceeds to purchase a new property better suited to its mission.
- Flatbush Redeemer Presbyterian Church - 2019. The church closed and half the sale proceeds were deposited into a restricted fund to support the mission of Presbytery churches, and half were deposited into the Presbytery's operating endowment.

- The Presbytery approved the proposed sale of the Building to Alchemy on June 7, 2022, which is not included in the above list because it has not yet closed. The vote was 91 in favor, 4 opposed.

6. *When was the last time the Church decided to try and fundraise? I note that according to the submissions, there was successful fundraising in the few years after designation, especially in 2015 and 2016.*

    - In February 2017 the congregation ended Rev. Brashear's tenure as senior pastor, leaving a paid staff of just one part-time administrator. After this point, the Church did not have the resources to fundraise, and it had already begun the process of transferring the maintenance of the Building to the Center. But even prior to Rev. Brashear's departure, the Church was never able to fund-raise at a level that would have generated sufficient funds to restore the Building.

7. *Please explain the various amounts of rental income between 2015 and 2022? What happened between 2016 and 2017 when rental income declined significantly?*

    - In 2015, Noche Flamenca and Shen Wei were the Church's largest tenants, although the Inure Community Church (a Korean congregation) and the Buddhist Council of New York also used the sanctuary for worship.

    - In 2016, Restoration Temple Ministries briefly leased space in the Building, and Russian Arts and the Lighthouse Church became long-term tenants. (Noche, Russian Arts, and Lighthouse accounted for the big jump in space use income, and continue to be major tenants to this day, but their rental agreements were turned over to the Center in 2017.) In 2016, the Church also generated some additional revenue from film shoots. In 2016, the Church's cash receipts for space use income reached an all-time high of $276,242.

    - Starting in 2017, the Church's income from tenants was largely redirected to the Center, which assumed the cost of paying utilities in February of that year. This coincided with the termination of the Church's pastor. In 2017, the Church's space use income, including payments by the Center, dropped by 68% to $89,048.

    - Starting in 2018, all space use income from tenants in the Building was retained by the Center in exchange for the payment of a monthly rental of $2,200 to $2,400 per month that it paid to the Church. In 2018, the Church's <u>cash</u> income from space use dropped an additional 82% to $16,248. From 2019 to 2022, space use income from the Center ranged from $22,549 to $34,776.

Church Space Use Income (cash basis)

2015	2016	2017	2018	2019	2020	2021	2022
$212,590	$276,242	$89,048	$16,248	$26,400	$22,549	$34,776	$28,848

8. *Your team testified about the number of sales of religious buildings for over a million dollars and that all but one was for demolition. Please provide detailed numbers and sources for that information.*

    - See Response dated July 24, 2023 by Appraisers & Planners Inc.

9. *What is the difference between a "church" and a "worshiping community"?*

    - Within the context of the Presbytery of NYC, a "church" is a religious body that is under the guidance of the Presbytery and is incorporated under the New York Religious Corporation law with its own charter and by-laws. A "worshiping community" is a community of worshipers under the stewardship of the Presbytery that holds religious services led by an ordained minister of the Presbyterian Church (USA), but which is not incorporated, and typically does not own a space for worship. In time, a worshiping community typically evolves into a "church" as it grows in membership and resources. Many of the worshiping communities in the Presbytery are started by immigrants looking for a spiritual home.

10. *The church signed a 3-month exclusive Letter of Intent ("LOI") with Alchemy on 3/30/21. The contractual goal was to evaluate different schemes to adaptively reuse church for some development. The actual contract to sell to Alchemy occurred in March 2022. Was there no other agreement in the interim between when LOI expired in June 2021 and March 2022?*

    - On July 20, 2021, the LOI was extended to October 15, 2021. By the end of that extension, negotiations had already begun on the Purchase and Sale Agreement that was signed on March 3, 2022.

C. Response to July 3, 2023 Questions from Mark Silberman, General Counsel

1. *Please describe specific net and gross rental income (lessees and amounts) received by the church for 2012-2015. Did the Church utilize a broker to obtain these leases?*

- The Building remained empty and unoccupied through 2011 until repairs were made and heat was restored to the Building. In 2012, the Church leased space to the Occupy Wall Street movement, but the majority of rental income was from Sanctuary USA (an AME church) and Noche Flamenca. In 2013, the Manhattan Jewish Experience also became a tenant for several months, and in 2014 the French Christian Ministry began worshiping in the sanctuary.

  In 2015, Noche Flamenca and Shen Wei were the Church's largest tenants. The Inure Community Church and the Buddhist Council of New York also worshiped in the sanctuary. In 2016, Restoration Temple Ministries briefly leased space in the Building, and Russian Arts and the Lighthouse Church became long-term tenants. Collectively, Noche, Russian Arts, and Lighthouse accounted for the big jump in space use income in this year. The Church did not use a broker to find any of these tenants. In 2016, the Church generated about $17,000 in additional revenue from film shoots, which typically involves a broker who specializes in identifying filming locations.

Church Space Use Income (cash basis)

2012	2013	2014	2015	2016
$60,454	$51,042	$47,902	$212,590	$276,242

2. *Please describe the yearly payments received by the congregation from the Center for West Park pursuant to the 2018 lease:*

   a. *Monthly Rental income (section 3(a) of lease)*

   b. *Annual Rental Fee -- 50% of Center's annual net profits (section 3(b) of the lease)*

   c. *Contributed income from fundraising, individual donations for "facility improvement" (section 2(l) of the lease)*

   - Starting in 2017, the Church began to transfer its space use agreements to the Center at West Park, which paid the Church a monthly rent for the entire Building. The difference between the rental income collected by the Center and the rent paid to the Church was used by the Center to pay a staff of up to six people, to promote performances, and to pay for utilities and the sidewalk shed rental. Despite its extremely low rental payments, the Center did not undertake any major building repairs or undertake a capital campaign, as required under the lease. In fact, when

the Church had pay for the removal of the finial on the parish house roof for safety reasons and for the repair of the south wall of the sanctuary in 2021, the Center refused to pay any of the repair costs.

Center at West Park Lease Payments (accrual basis)

	2018	2019	2020	2021	2022
Monthly Rent - Sec. 3 (a)	$2,200	$2,200	$2,266	$2,334	$2,404
Annual Sec. 3(a) Rental Income	$26,400	$26,400	$27,192	$28,008	$28,848
Annual Rental Fee - Sec. 3 (b)	0	0	0	0	0
Fundraising - Sec. 2 (l)	0	0	0	0	0
Rent per SF (18,353 sf)	$1.44	$1.44	$1.48	$1.53	$1.57

3. *According to the lease, the Church has up to 3 members on the Board of the Center. The Center claims it has spent approximately $500,000 on maintenance and improvements. Can you provide financial statements for the Center from 2018-2022 showing what income the Center had from leases and other activities, and what it spent on upgrading the interior and/or exterior of the Church. (If you do not have ready access to this information I will ask the Center.)*

   - In 2018, three members of the Church were elected to the Center at West Park's Board: Rev. Robert Brashear, former pastor of the Church, Marsha Flowers and Don Frantz. In 2021, Rev. Brashear resigned from the Board over policy differences, and died suddenly of a heart attack in 2022. The Church was not given the opportunity to appoint a successor to Rev. Brashear. Ms. Flowers and Mr. Frantz remain on the Board, albeit in name only as the Center has excluded them from any formal voice in the administration of the Center, including votes by the Center Board. They do not have access to the Center's books and records, and do not receive annual financial statements from the Center's accountants. Neither the Church nor Ms. Flowers or Mr. Frantz have access to any information regarding the Center's alleged expenditures on the Building, and they have no evidence that any repairs have been made by the Center.

The Center would be the best source for its financial statements, or for a detailed breakdown of any capital expenditures by the Center to restore the Building, as was required under its lease.

4. *The lease with the Center provides for the church to use the walls of the Chapel for temporary arts exhibition of up to 6 weeks for each 6-month cycle, as defined by the lease. How many temporary art exhibitions did the church have before the March 2020 Covid Emergency?*

    - According to Marsha Flowers and Congregation member Leila Elias, the Church hosted a number of art exhibits in the Chapel during the early years after landmarking, but there have been only two since 2018, and none during the Covid epidemic.

5. *Who are the existing members of the congregation, and have they all been members of the congregation since 2010?*

    - According to the Book of Order, Active Members of the congregation must first be baptized and received into membership by the session, either by Certificate of Transfer, or by Profession or Reaffirmation of Faith. The session is responsible for maintaining a record of Active Members, including the removal on the names of former members who are no longer active.

    - In a meeting on March 17, 2022, in preparation for the calling of a special congregational meeting, the session confirmed the following Active Members. All have been Active Members for at least nine years, and many had long ties to the Church before becoming an Active Member.

Church Congregation in 2022

Active Members	Member Since
Berik Kulmamirov	2014
Marsha Flowers	1993
Russ Jennings	2014
Dion Thompson	2013
Rudy VanDaele	1990s
Arcadia Brenes	1990s
Junia Flavia D'Affonseca	2015
Leila Elias	2005

Don Frantz	2014
Hugo deMenenses	1990s
Patricia Klein	2000s
Andre Solomon-Glover	2000s

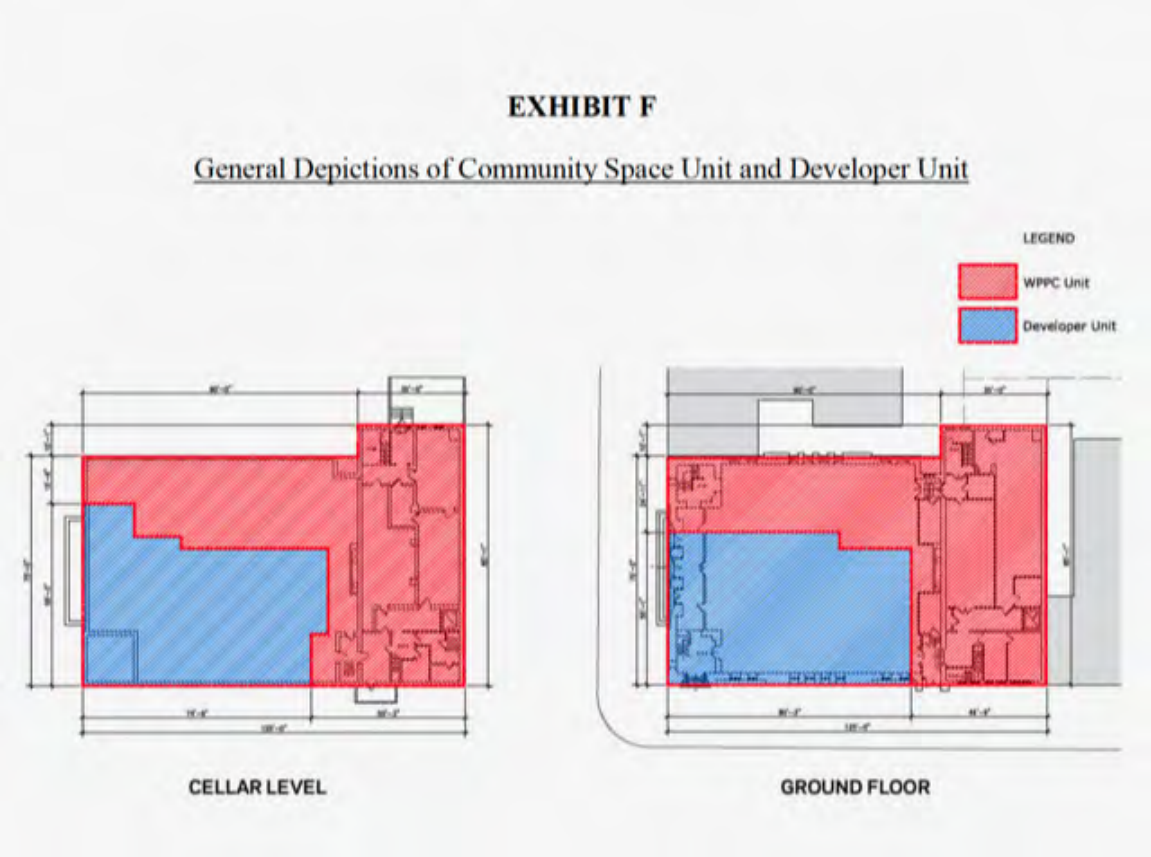
6. *What is the expected "endowment" for the congregation if the hardship is granted?*

    - The resolution approved by the Church congregation and accepted by the Presbytery stipulates that the *"the [Church's] Session, in partnership with the Board of Trustees of the Presbytery will prepare 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 would be invested by the Presbytery, and the earnings thereon used for the benefit of the Church."* The amount of the endowment will thus be determined by the Session and the Presbytery as an amount sufficient to fund the Church's annual operations.

    - The endowment should presumably be large enough so that an annual draw of 4.5% of its average value over three years (together with stewardship, space use and other income) would be sufficient to cover the cost of a senior pastor, custodial and administrative staff, worship expenses, community outreach programs, and building maintenance costs. The size of the required draw would vary depending upon the amount of revenue that can be generated from space use and stewardship. For example, to offer very low-cost space to arts groups would necessitate a larger endowment.

7. *If the hardship is granted, the contract between the AC and Alchemy requires Alchemy to provide the congregation with a 10,000 sf "white box" community space in the new building, which can be used for arts programming, other community uses, and church worship space. How did the congregation determine the amount of space it needed and/or desired in the new space?*

    - Nearly all of the available space on the ground floor and lower level of the new building has been dedicated to use by the Church, other than space occupied by the residential lobby and a small amount of corner retail space set aside to animate the streetscape. A floor plan showing the community space is included below.



- The Church's space in the new building will include a double-height, column-free space to accommodate seating for approximately 150 people, which would be suitable both for the Church's own needs and for the types of performing arts groups and other religious institutions who are the most likely tenants of the space. The 10,000-square-foot space to be retained by the Church will be approximately 1.7 times the size of its current Parish House.

8. *The church estimates the value of the white box community space to be $12 million, not including outfitting it for theater, community and worship use. How was that value calculated? What is the estimated cost for outfitting it for actual use?*

- The $12 million value cited in our testimony referred to the completed space retained by the Church. This includes the value of the "white box" and the $8,823,500 that Alchemy will donate to the Church to build out the space.

The BBG appraisal dated August 9, 2021 valued the retail space on the ground floor at $1,100 per gross square foot. The space retained by the Church on the ground floor totals 5,750 gross square feet, and would be valued at $6,325,000 if it were used instead for retail.

The 6,000 gross square feet of below-grade space was not included in the BBG appraisal. This space is contiguous to the ground floor space, which has its own entry from Amsterdam Avenue. The two-level white box includes fire stairs and exits, a dedicated elevator, an interior stairway, plumbing for bathrooms, and full HVAC.[3] Even if no value were assigned to this below grade space, the built out space retained by the Church, based on the BBG appraisal, would be valued at $15,150,000, including the grant from Alchemy.

- The funds that Alchemy would provide to the Church to build out the white box into finished space for worship and community programs is based on a budget of $610 per square foot for hard costs, and $265 per square foot for soft costs, which are the same cost assumptions Alchemy used for the construction of residential units in the new building. The total funds Alchemy would provide would therefore be 10,078 x ($610 + $265) = $8,818,250, assuming 1,700 square feet of double-height space.

9. *On page 6 of the revised 4/10/23 LGB cost estimate (Exhibit F) the top left text says: "1. Revised Scope see estimate dated March 30, 2023" has a cost of $13,698, 294. We don't know what that is and don't have it.*

    - The $13,698,294 figure is LBG's March 30, 2023 estimate of the cost of the façade restoration, excluding the cost to repair the stained glass windows and expenses for contingencies, insurance, general conditions, and construction management. The bulk of this cost is $9,888,274 for masonry restoration and $1,279,000 for roofing and waterproofing. We provided the attached spreadsheet to Mark Silberman on July 7, 2023, showing how that estimate was derived.

[3] As currently designed, there is 1,700 gross square feet of double height space for a sanctuary/theatre, which would reduce the amount of useable square footage on the ground floor. The valuation assumes that this double height space is eliminated and the full ground floor space is used for retail.

D. Response to July 21, 2023 Email Request from Mark Silberman, General Counsel

Alchemy has stated that it analyzed a variety of adaptive reuse schemes, each of which was determined to be infeasible. Can you please clarify the basis of the infeasibility and, to the extent that the purchase price was a factor in the determination, was the purchase price assumed to be the same as it is currently ($33 million cash + $12 million for construction of 10,000sf white box space = $45 million).

As discussed in our April 2023 submission, the Church and Alchemy investigated a number of possible adaptive reuse schemes before determining that demolition of the Building is the only feasible option. The purchase price to be paid by Alchemy was not a factor in evaluating any of these options. Rather, they were evaluated based on qualitative factors, including constructability, marketability, and finance-ability. The purchase price was determined only after the Church and Alchemy identified demolition as the option that they would pursue.

For example, FX Collaborative Architects prepared two schemes involving construction on the Parish House site and preservation of the Sanctuary building. The matrix prepared by FXC, included with this submission, shows the factors considered in the evaluation of these schemes, and why they were determined to be infeasible. FXC has also used these same criteria to evaluate the proposal submitted by Urban Artisan / David Finehirsh in a letter dated June 9, 2023. The matrix includes this evaluation of the Urban Artisan proposal.

Exhibit G

Memorandum from Appraisers & Planners, Inc.

APPRAISERS AND PLANNERS INC
9 EAST 40TH STREET NEW YORK, NY 10016
(212) 683-1122 FAX (212) 213-6120
www.appraisersandplanners.com

JAMES L. LEVY, MAI, ASA
SHARON LOCATELL, MAI, CRE, MRICS
ADAM L. WALD, MAI
CHRISTIN L. PHILLIPS, MAI
KERRY MARINACCIO, MAI

EDWARD LEVY, ASA (1907-2004)
RUTH A. AGNESE, MAI, MRICS (1962-2013)

July 24, 2023

Hon. Sarah Carroll, MFA
Chair – Landmarks Preservation Commission
1 Centre Street
New York, New York 10007
Cc: Mark A. Silberman, General Counsel

Re: Response to LPC Question #8
June 19, 2023 Memo
West-Park Presbyterian Church
165 West 86th Street
New York, New York

Dear Chairperson Carroll:

The June 19th memo from Mark Silberman includes the following question from LPC staff:

> "8. Your team testified about the number of sales of religious buildings for over a million dollars and that all but one was for demolition. Please provide detailed numbers and sources for that information."

During testimony provided by the applicant team, Roger Leaf of the West Park Administrative Commission stated the following:

> "In the last 10 years there have been 65 sales of religious properties for over $1 million in the Borough of Manhattan. Of these 65 sales, 61 were purchased for demolition or for 3rd party use. Only four were purchased by a faith-based organization, and only one of these was on the Upper West Side – a property on 97th Street that sold for $3.7 million. Clearly the high cost of restoration makes the building uneconomic, not just for West Park, but for any congregation."

The data referenced by Mr. Leaf was provided to him by Appraisers and Planners, Inc., in preparation of his remarks. The data was sourced from a list of religious sales from CoStar in the first week of April 2023, capturing recorded data through mid-March 2023. Since then, four additional sales of religious facilities have closed or entered into contract. For two of these sales, indications are they will ultimately be used for religious purposes. The updated data now includes sales through May 18, 2023 and one sale that entered into contract in May 2023.

Within the initial list of sales, three of the transactions were reported by CoStar as six transactions, with an allocation of price by parcel. We have revised the presentation of these sales and combined the sale prices of multi-parcel transactions where the buyer bought multiple parcels from the same seller.

This was the case for 237-241 East 62nd Street, 252 East 72nd Street / 257-259 East 71st Street and 568 Broome Street / 32 Dominick Street. Additionally, a sale that was reported as a religious facility at 119 East 95th Street was removed from the list as it was misclassified. The consolidation of these transactions, plus the four (4) additional sales transactions occurring since Mid-March 2023 results in a total of 65 sales. Only one (1) sale on the Upper West Side was purchased by a religious organization, or for use as a religious facility. The full list of sales is attached to this letter in Exhibit A.

Following an analysis of each transaction, we have organized the sales into three categories identified as Religious, Redevelopment and Demolition. The categories reflect the following status:

> Redevelopment: A change in use from the previous religious use into an alternative use. Uses included conversions for multifamily rental, multifamily condominium, single-family, co-living, dormitory, museum, government offices and non-profit foundation/institutional use.
>
> Demolition: The building purchased was entirely demolished; new development is either completed, ongoing or contemplated.
>
> Religious: The building was purchased by a congregation for use as a place for prayer or to support an existing religious facility.

Summary of Manhattan Religious Facility Sales Over $1,000,000 – April 2013 to May 2023

Actual / Intended Use	# of Sales
Religious	6
Redevelopment	22
Demolition	37
Total	**65**

Summary of Religious Facility Sales

Property Address	Building SF (Per	Sale Price	Sale Date	Status	Comments
612 W 180th St	10,595	$3,700,000	9/20/2013	**Religious**	Purchased for use as a church by The Universal Church. Property was renovated and in very good condition.
351 E 74th St	23,975	$22,500,000	2/25/2019	**Religious**	Purchased by Church of the Ephiphany after selling 1393 York Avenue for $68,000,000.
204 W 97th St	6,500	$7,000,000	2/27/2019	**Religious**	Purchased by the RC Diocese. Abuts several other buildings owned by RC Diocese
237-241 E 62nd St	8,838	$17,800,000	7/19/2019	**Religious**	Purchased by the Coptic Orthodox Church. Property was renovated and in excellent condition at sale.
147 W 123rd St	9,418	$4,300,000	3/30/2023	**Religious**	Purchased by the Universal Church for use as a church
2315 Adam Clayton Powell Jr Blvd	4,000	$2,200,000	5/18/2023	**Religious**	Purchased by the Community of St. Egidio for use as a church

EXHIBIT A

Property Address	Building SF (Per	Sale Price	Sale Date	Status
371-373 Manhattan Ave	4,860	$1,200,000	4/26/2013	Redevelopment
145-151 Central Park N	9,168	$11,375,000	6/18/2013	Demolition
72 Hamilton Ter	4,124	$1,125,000	6/27/2013	Redevelopment
67 Avenue C	3,819	$2,400,000	7/18/2013	Demolition
612 W 180th St	10,595	$3,700,000	9/20/2013	**Religious**
145-151 Central Park N (resale)	9,168	$16,500,000	10/28/2013	Demolition
568 Broome St / 32 Dominick St	5,412	$19,500,000	11/7/2013	Demolition
1 W 96th St	30,000	$26,000,000	4/21/2014	Redevelopment
30 E 31st St	20,065	$15,599,500	6/9/2014	Demolition
568 Broome St (resale)	3,312	$18,400,000	6/11/2014	Demolition
534 W 29th St	7,200	$6,291,520	6/12/2014	Demolition
42-46 W 66th St	10,030	$45,000,000	12/17/2014	Demolition
193 Henry St	5,050	$2,250,000	12/18/2014	Demolition
103-105 Morningside Ave (Part of Multi-Property Sale)	6,800	$2,865,171	2/24/2015	Demolition
10 W 17th St	12,000	$28,250,000	7/16/2015	Demolition
193 Henry St	5,050	$4,150,000	8/11/2015	Demolition
206-212 Wadsworth Ave	57,200	$8,000,000	9/18/2015	Demolition
200-204 Amsterdam Ave	19,535	$275,000,000	10/15/2015	Demolition
2535 Frederick Douglass Blvd	9,962	$1,540,000	12/11/2015	Demolition
308 W 133rd St	11,982	$4,000,000	1/7/2016	Demolition
1763 Amsterdam Ave	12,029	$2,588,327	1/15/2016	Demolition
142 W 81st St	10,386	$6,711,506	1/20/2016	Redevelopment
143 W 87th St	2,116	$4,310,000	4/29/2016	Redevelopment
262 W 118th St (resale)	5,808	$4,510,500	6/8/2016	Redevelopment
362 W 125th St	11,890	$28,500,000	7/26/2016	Demolition
238 E 15th St	18,720	$18,800,000	8/17/2016	Demolition
204-214 W 31st St	23,110	$47,999,900	12/1/2016	Redevelopment
1713 Madison Ave	12,357	$6,700,000	2/16/2017	Demolition
413 Lenox Ave	3,763	$2,430,000	2/17/2017	Demolition
2457 Frederick Douglass Blvd	8,990	$1,706,800	3/7/2017	Redevelopment
460 W 44th St	9,191	$8,010,000	3/17/2017	Redevelopment
26 W 127th St	2,115	$1,000,000	7/3/2017	Demolition
249 W 14th St	30,000	$7,995,000	7/31/2017	Demolition
116 Edgecombe Ave	5,015	$7,544,000	8/30/2017	Redevelopment
58 W 135th St	6,700	$1,250,000	9/8/2017	Demolition
160 E 35th St	11,500	$8,250,000	11/28/2017	Redevelopment
1 W 96th St	30,000	$45,000,000	12/22/2017	Redevelopment
223 E 25th St	6,507	$6,000,000	2/1/2018	Redevelopment
18 W 116th St	9,687	$6,722,784	6/11/2018	Demolition
252 E 72nd St & 257-259 East 71st	12,240	$30,200,000	8/28/2018	Demolition
109-111 Mulberry St	4,440	$12,800,000	9/21/2018	Demolition
190 Prince St	10,998	$19,000,000	12/7/2018	Redevelopment
15 W 124th St (Part of Multi-Property Sale)	18,216	$7,030,028	2/11/2019	Demolition
1393 York Ave	21,000	$68,000,000	2/20/2019	Demolition
351 E 74th St	23,975	$22,500,000	2/25/2019	**Religious**
204 W 97th St	6,500	$7,000,000	2/27/2019	**Religious**
1975 Madison Ave	18,434	$16,000,000	5/31/2019	Demolition
1834 3rd Ave	72,522	$13,400,000	7/9/2019	Demolition
237-241 E 62nd St	9,008	$17,800,000	7/19/2019	**Religious**
454 Convent Ave	11,034	$7,600,000	12/11/2019	Redevelopment
463 W 142nd St	12,605	$4,500,000	2/10/2020	Redevelopment
42-44 Second Ave (Part of Multi-Property Sale)	5,790	$18,689,753	3/16/2020	Demolition
218 W 108th St	13,800	$5,160,000	8/25/2020	Redevelopment
60 Norfolk St	4,600	$12,000,000	12/23/2020	Demolition
50 E 130th St	86,981	$11,350,000	3/26/2021	Redevelopment
168 W 225th St	7,759	$2,625,000	11/22/2021	Demolition
539 W 54th St	30,210	$25,000,000	12/28/2021	Demolition
524 Fort Washington Ave (Part of Multi-Property Sale)	24,839	$5,529,853	1/28/2022	Demolition
12 W 131st St	3,825	$1,100,000	6/3/2022	Redevelopment
116 Edgecombe Ave (Resale from investor)	5,015	$9,000,000	9/13/2022	Redevelopment
338-342 W 53rd St (Part of Multi-Property Sale)	18,146	$16,500,000	3/20/2023	Redevelopment
147 W 123rd St	9,418	$4,300,000	3/30/2023	**Religious**
114-124 E 35th St	20,215	$15,000,000	4/3/2023	Redevelopment
53 Catherine St (2 Properties)	46,851	$14,500,000	Under Contract	Redevelopment
2315 Adam Clayton Powell Jr Blvd	4,000	$2,200,000	5/18/2023	**Religious**

Exhibit H

FX Collaborative Development Rights Transfer Analysis

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fxcollaborative

West Park Presbyterian Church
TDR Receiving Site Analysis
10 July 2022

FXCollaborative was retained by the Applicant to review the receiving site analysis produced by George M. Janes and Associates (GMJA) contained in their letter to Chairperson Sarah Carroll, dated June 10th, 2022.

West Park Presbyterian Church (WPPC) is under built, with approximately 85,500 ZSF of unused development rights. These are theoretically available for sale and transfer to adjacent properties. The GMJA analysis considers simple lot mergers, more complex multi-party zoning lot mergers, and discretionary ULURP Special Permit via provision ZR 74-79. A total of 5 sites are identified as receiving sites. All of these have significant existing occupied residential buildings on them. As the GMJA analysis recognizes, absent demolition and redevelopment of these sites, vertical additions are the only way that WPPC's floor area is usable.

Key Findings

We have reviewed the GMJA analysis and while we concur with the narrow technicalities of the zoning analysis, the substantial vertical expansions contemplated are unfeasible. The impacts and disruption that these additions will have on the existing buildings are overwhelming. Transfer of the WPPC's unused development rights to receiving sites is extremely unlikely.

In addition, 3 out of the 5 sites identified by GMJA require a discretionary 74-79 Special Permit to allow for the transfer of development rights from a Landmark. As a condition of permitting such transfers, the Commission must determine that there is a program for continuing maintenance that will result in the preservation of the landmark [ZR 74-792 (e)(2)]. In practice, this requires a plan that will put the building in a "sound, first-class condition." As identified in the Applicant's engineering reports, the costs for stabilizing and repairing WPPC's façade and structure is approximately $25M. Additionally, legal and professional fees for a Special Permit would likely exceed $750,000. These additional costs would significantly reduce the value of any development rights that could be transferred through a special permit

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Sites Analyzed

151-161 West 86th Street (Block 1217, Lots 6 and 11)

The simplest possible transfer of floor area GMJA studied is from WPPC to its eastern neighbor, 151-161 West 86th Street by means of a zoning lot merger. This site consists of 2, 12 story cooperative apartment buildings completed in 1914. These two lots are already underbuilt with 28,028 ZSF of unused development rights. The GMJA analysis assumes a vertical expansion of 6 additional stories; 4 floors containing floor area already available on site and top floors utilizing 16,840 ZSF.

A 6-story roof top addition would require extremely invasive structural work. A new lateral bracing system (that resists the code-dictated wind and seismic forces) would need to be integrated throughout the existing building. This would likely take the form of 3-4 new reinforced concrete shear walls 10'-15' long 12"-18" thick, on every floor. Alternatively, steel cross bracing in similar length and thickness could be used. In addition, there would need to be reinforcement of a substantial number of the existing columns, expanding their footprint by at least 6" all around, and/or the addition of new columns to support the overbuild. Any of these new columns would require new foundations on suitable bearing material, below the elevation of the lowest cellar. The existing columns that are needed to be reinforced may also require their footings to be reinforced, which will require excavation and new reinforced concrete installation below the lowest cellar level. Given the ceiling height of the existing cellar, heavy machinery likely would not be an available option to perform this work. Internal excavation would need to be done by hand making the process take longer and incur additional expense than would be typical. New foundations or foundation reinforcement may involve underpinning of existing adjacent footings. The vast majority - if not every - apartment, would have to accommodate new or expanded structural elements. This would impact the apartments' usable area, functionality and finishes.

In addition to the structural work, the elevators and water tanks would need to be raised, the egress stairs brought up to current code, and new mechanical and electrical risers threaded through the existing building. It is possible that the upgrade of the stairs would entail their widening, which would encroach on adjacent apartments.

The disruption during construction (assumed to be 18-24 months) would likewise be enormous to the existing residents. The top two floors (11th and 12th) and the apartment lines that include the shear walls would need to be vacated entirely during the period of the structural work. The elevator, water and gas service would all be impacted over an extensive period. An exterior construction hoist would be needed, blocking a vertical line of windows.

It is hard to imagine the residents agreeing to such invasive, adverse and disruptive work. The immense impracticality and costs are surely the reason the co-op hasn't already utilized its own, existing – and free - floor area. Nor have they approached the Church to offer to purchase the additional floor area.

The GMJA analysis also considers the possibility of adding even more floor area through the 74-79 Special permit. This has the fundamental impediments to the 74-79 route as outlined above. In addition, the structural impacts to the overbuild would be even greater.

168 West 86th Street (Block 1216, Lot 60)

This site consists of a 15-story rental apartment building completed in 1923. The building is underbuilt with 2,128zsf of unused development rights. The GMJA analysis assumes a vertical expansion of 3 additional stories utilizing this area plus 20,434 ZSF, the maximum amount of area that the WPPC can transfer with a 74-79 Special Permit. (74-79 limits the amount a receiving site can accept from a granting site to 20% of the receiving site's maximum floor area).

This approach has the fundamental impediments to using the 74-79 Special Permit development rights as discussed above. Moreover, even if they were to be transferred, the construction impacts render the use of the development rights unfeasible.

A 3-4 story roof top addition would require invasive structural work. The new lateral system and column reinforcing would be significant and while a bit less than those outlined above for 151-161 West 86th Street, would nevertheless be highly impactful.

In addition to the structural work, the elevators and water tanks would need to be raised, the egress stairs brought up to current code, and new mechanical and electrical risers threaded through the existing. It is possible that the upgrade of the stairs would entail their widening, which would encroach on adjacent apartments.

The disruption during construction (assumed to be 12-18 months) would likewise be enormous to the existing residents. The top floor would need to be vacated and demolished, and one or two floors below floors would need to be vacated during the period of the structural work. The elevator, water and gas service would all be impacted over an extensive period. An exterior construction hoist would likely be needed, blocking a vertical line of windows.

170 West 86th Street (Block 1216, Lot 7501)

This site consists of a 11-story rental apartment building completed in 1986. The building is slightly underbuilt already with 540zsf of unused development rights. The GMJA analysis assumes a vertical expansion of 4 additional stories utilizing 6,130 ZSF, the maximum amount of area that the WPPC can transfer with a 74-79 Special Permit. (74-79 limits the amount a receiving site can accept from a granting site to 20% of the receiving site's maximum floor area).

This approach has the fundamental impediments to using the 74-79 Special Permit development rights as discussed above. Since there are so little development rights available for transfer to this site, the cost of going through Special Permit process itself - not including the *actual* purchase of development rights - would be approximately $200 SF. Moreover, even if they were transferred, the construction impacts render the use of the development rights unfeasible.

A 3-4 story roof top addition would require invasive structural work. The new lateral system and column reinforcing would be significant and while a bit less than those outlined above for 151-161 West 86th Street, would nevertheless be highly impactful.

In addition to the structural work, the elevators and water tanks would need to be raised, and new mechanical and electrical risers threaded through the existing.

The disruption during construction (assumed to be 12-18 months) would likewise be enormous to the existing residents. The top 2 or 3 floors would need to be vacated during the period of the structural work. The elevator, water and gas service would all be impacted over an extensive period. An exterior construction hoist would likely be needed, blocking a vertical line of windows.

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145 West 86th Street (Block 1217, Lot 14)

This site consists of a 15-story co-operative apartment building completed in 1925. The building is overbuilt by 5,826 zsf. GMJA analysis assumes a vertical expansion of 5 additional stories at approximately 4,800 SF, utilizing approximately 24,000 sf. To build this addition, a total of about 30,000 sf is needed (the overbuilt area plus the proposed floor area). To realize this, GMJA proposes a Zoning Lot Merger with WPPC and the three intervening Lots, 6, 11 and 113.

The GMJA analysis is incorrect to assert that a merger with WPPC is needed to realize the expansion. Lot 113 has approximately 9,000 SF of available floor area and as noted above, Lots 6 + 11 have approximately 28,000 SF. A zoning lot merger with these the lots is all that's needed to generate the floor area for the expansion. In addition, these lots are the "gate keepers" to the WPPC development rights; they have no incentive to allow 145 to purchase WPPC's development rights.

Even if the WPPC's development rights were to be transferred, the construction impacts render the use of the development rights unfeasible.

A 5-story roof top addition would require extremely invasive structural work. Like the case of 151-161 West 86th Street, a new lateral bracing system (that resists the code-dictated wind and seismic forces) would need to be integrated throughout the existing building. This would likely take the form of 3-4 new reinforced concrete shear walls 10'-15' long 12"-18" thick, on every floor. Alternatively, steel cross bracing in similar length and thickness could be used. In addition, there would need to be reinforcement of a substantial number of the existing columns, expanding their footprint by at least 6" all around, and/or the addition of new columns to support the overbuild. Any of these new columns would require new foundations on suitable bearing material, below the elevation of the lowest cellar. The existing columns that are needed to be reinforced may also require their footings to be reinforced, which will require excavation and new reinforced concrete installation below the lowest cellar level. New foundations or foundation reinforcement may involve underpinning of existing adjacent footings. The vast majority - if not every - apartment, would have to accommodate new or expanded structural elements. This would impact the apartments' usable area, functionality and finishes.

In addition to the structural work, the elevators and water tanks would need to be raised, the egress stairs brought up to current code, and new mechanical and electrical risers threaded through the existing. It is possible that the upgrade of the stairs would entail their widening, which would encroach on adjacent apartments.

The disruption during construction (assumed to be 18-24 months) would likewise be enormous to the existing residents. The top two floors (14th and 15th) floors and the apartment lines that include the shear walls would need to be vacated during the period of the structural work. The elevator, water and gas service would all be impacted over an extensive period. An exterior construction hoist would be needed, blocking a vertical line of windows.

It is hard to imagine owners agreeing to such disruptive work.

Conclusion

The five receiving sites identified by the GMJA analysis all have enormous regulatory and practical impediments to utilizing WPPC's excess floor area. The impacts and disruption of utilizing WPPC's floor area for vertical expansions on the existing buildings is so extreme as to render the floor area worthless. The adjacent under-built sites have not taken advantage of using their own free floor area; the suggestion that they would be willing to acquire additional development rights from WPPC is extremely unlikely.
These barriers are proven as reflected in the actual experience of WPPC. The possibility of a zoning lot merger with 151-161 and the lots further east have been available for decades. The transfer by means of a 74-79 Special Permit has been available since WPPC was landmarked in 2012. During this time, there has been no meaningful offer of WPPC's development rights.

Exhibit I

Updated FX Collaborative Development Rights Transfer Analysis

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fxcollaborative

West Park Presbyterian Church

Transfer of Development Rights Analysis

FXCollaborative Architects, LLP

08/14/25

Background:

The applicant has retained FXCollaborative to assist in evaluating the potential of utilizing Section 75-42 – Transfer of Development Rights (TDR) From Landmarks, a recently enacted provision in Zoning Resolution. The attached analysis identifies 22 eligible receiving sites for floor area transfers from the West Park Presbyterian Church within the wider transfer area now allowed under 75-42 and visualizes the viability of each transfer based on properties of the receiving site: historic status, height and bulk relative to allowable maximums under current zoning.

Under 75-42, eligible sites include all zoning lots on the same block as the subject as well as those across a street or intersection from that block. Sites within the nearby Little West Side CPW Historic District were considered unlikely to redevelop and therefore excluded from the analysis.
For each remaining site, height and bulk information were calculated using information from the DCP MapPLUTO and OTI Building Footprint datasets and visualized as follows:

- Each receiving site's ability to absorb transferred area is indicated as one of three classes:
    - Underbuilt: the site can add floor area, even without a transfer
    - Underbuilt (+20%): the site can add floor area only with a transfer
    - Overbuilt: the site cannot add floor area (even with a 20% increase)
- Receiving sites with existing heights greater than the allowable (including with a 25% increase) are marked as Over Height
- Historic district boundaries and the boundary of all eligible sites are delineated; individual landmarks are identified

Calculation details:

- Floor Area:
    - Existing ZSF: existing gross building area multiplied by a factor of 0.97 for deductions
    - Maximum Allowable ZSF: reported max. allowable residential FAR multiplied by the geometric area of the tax lot
    - Remaining As-of-Right ZSF: subtract calculated existing ZSF from calculated max. allowable ZSF
    - Remaining ZSF with 20% increase, reflecting 75-422(a)(2) limit: subtract calculated existing ZSF from the calculated max. allowable plus 20%
    - Over/Under %: result of above divided by existing ZSF
- Height:
    - Maximum Allowable Height: lookup based on reported zoning district
    - Max. Height with 25% increase, reflecting 75-24 bulk modification: result of above plus 25%

Data Used:

Lot boundaries and attributes including geometric area, address, block/lot, zoning, year built/altered, maximum residential FAR and total gross area were selected from the DCP MapPLUTO dataset (version 25v1.1). Supplemental information including existing building height was based on the latest available NYC OTI Building footprints dataset. Historic district boundaries were based on the latest available data published by LPC.
Limitations: A limitation of this methodology is that allowable height and bulk are considered only as per-lot maximums; rules for zoning lots divided by district boundaries or that are conditioned on proximity to wide streets are not considered.

Practical Considerations:

While the analysis above itemizes the areas that can *potentially* be transferred, either the diminutive size of the receiving site makes development on those site impactable, or the impacts and disruption that overbuilds will have on the existing buildings are overwhelming. Transfer of the WPPC's unused development rights to receiving sites is extremely unlikely.

- **Small or narrow buildings** (for example 142 West 86th Street): While four of these sites could potentially realize enlargements of over 200% of their existing floor area, they are unlikely to do so due to their small lot sizes (in the range of 2,200-2,300 SF) and narrow footprints (20'-21') which do not provide enough room for an efficient, constructable building. In addition, there may be rent-regulated tenants in the existing buildings that would make demolition unpractical or costly.
- **Occupied residential buildings where vertical enlargements are impractical** (168 West 86 Street): These larger buildings contain 40-50 residential units, often under co-op or condominium ownership. Adding substantial multi-floor vertical expansions would likely demand a wholesale structural overhaul—including seismic upgrades, new shear walls, reinforced or additional columns, and foundation reinforcement. This would require work within individual apartments, impacting finishes and reducing usable space. Foundation reinforcement would require hand-excavation in cellars resulting in impacts to building mechanical, services, and storage spaces. Building systems would need to be re-engineered, including raising elevators and water tanks, installing new risers, and bringing stairs up to code, potentially widening them into living areas. The work, lasting 18–24 months, would force full vacancy of multiple floors, interrupt elevator, water, and gas service, and block windows with exterior hoists. Such extraordinary cost, disruption, and loss of livability make this strategy impractical in the extreme, which likely explains why these buildings never pursued their own unused development rights or sought to buy additional floor area from the church under the previous 74-79 zoning regime.

- **Large Landmarked buildings** (2360 Broadway / The Belnord) As a landmarked large residential building, The Belnord faces similar challenges to the above as well as additional constraints on development imposed by its landmark status. Like the subject property, The Belnord is also eligible to transfer its unused development rights under 75-42, including to many of the same potential receiving sites in the study. Considering that every other underbuilt site in the study area is also a potential granting site via zoning lot merger, the value of unused rights is diminished due to the great number of potential sources.

Exhibit J

FX Collaborative Analysis of Redevelopment Alternatives

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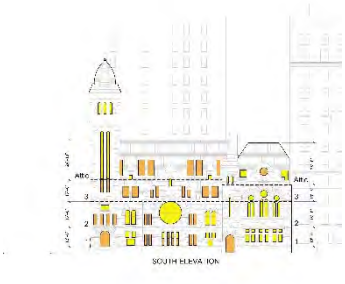
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West Park Presbyterian Church
Site Configuration studies
26 August 2022

The following redevelopment scenarios were generated and developed between February 2021 and April 2022. A summary of each follows.



Study A



Study B



Study C



Study D



Study E



Study F



Study G



Study H



Study I

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Study A: Fully restore existing the two church buildings, with Change of Use:

Area Summary:

Above grade Gross SF:	21,470 sf
Zoning SF used:	20,400 sf
Unused ZSF:	81,174 sf
Residential Rentable / Sellable:	0 sf
Community Facility SF:	24,688 sf

- As of Right
- Requires more than $50,000,000 in repairs and stabilization with no feasibility for funding to pay for repairs.



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Study B: Convert existing buildings to residential use

Area Summary:

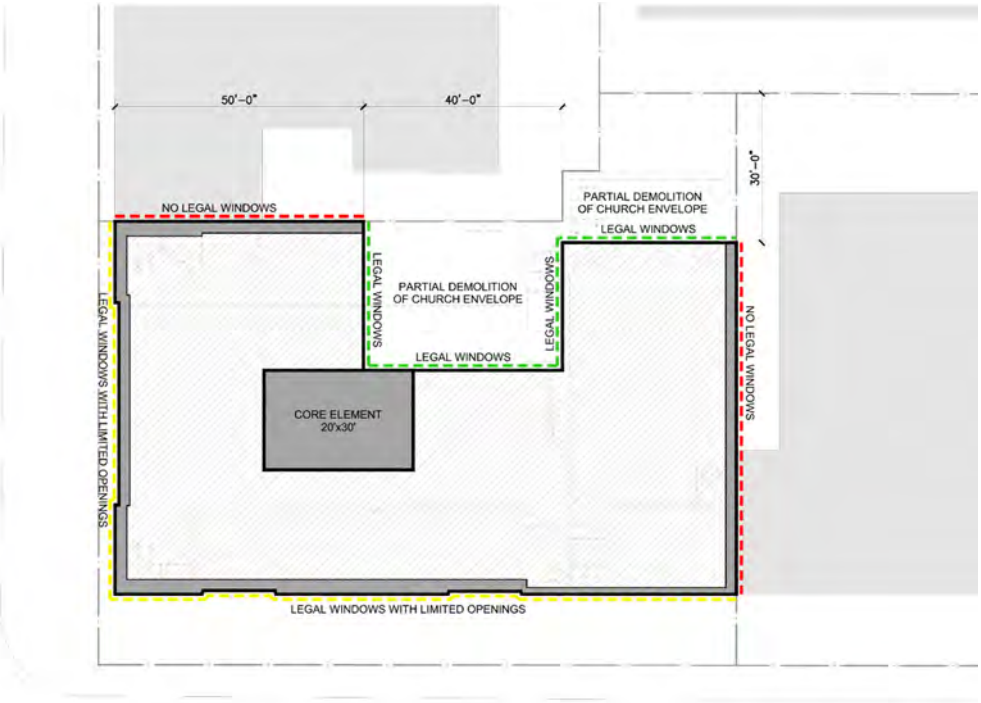
Above grade Gross SF:	28,508 sf
Zoning SF used:	26,798 sf
Unused ZSF:	74,772 sf
Net Residential Rentable / Sellable:	20,600 sf
Community Facility:	0 sf

- As of Right
- Requires Landmarks approval for alterations to buildings
- Requires more than $60,000,000 in initial repairs and stabilization.
- Requires extensive façade alternation (addition of more than 100 new windows) and restructuring to create elevator core, and required rear yards for legal light and air.
- Does not achieve positive financial return.
- No Community Facility space



SOUTH ELEVATION

fxcollaborative



WEST 86TH STREET
(100' - WIDE STREET)

fxcollaborative

Study C: Repair and restore façade; demolish & rebuild Sanctuary structure and interior in reconfigured form for use as Community Facility; demolish & rebuild Parish house structure and interior in reconfigured form for use as Residential entrance + amenities; construct new 210' slab-form residential tower on NE quadrant of site

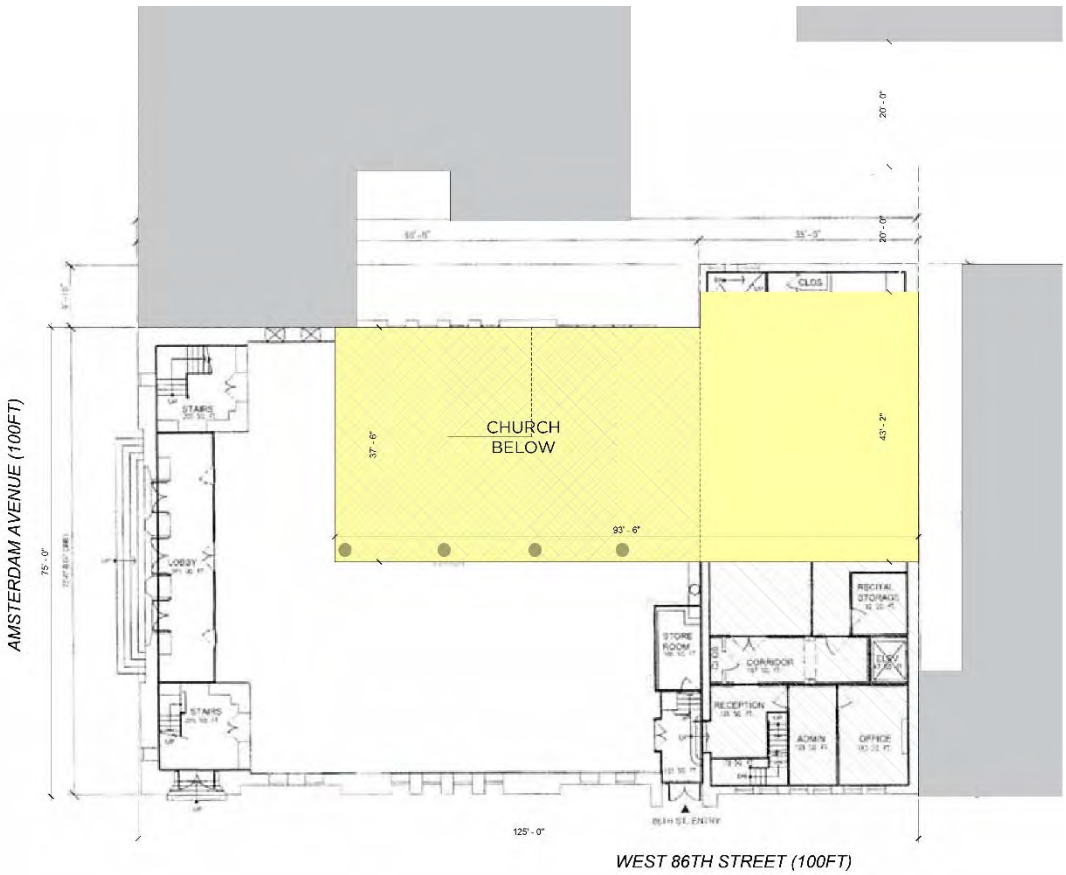
Area Summary:

Above grade Gross SF:	68,900 sf
Zoning SF used:	65,400 sf
Unused ZSF:	30,170 sf
Net Residential Rentable / Sellable :	47,900 sf
Community Facility SF:	5,500 sf

- Requires BSA Variance for rear yard / legal windows
- Requires Landmarks approval for demolition, alterations and overbuilds to buildings
- Requires expensive façade repair and stabilization.
- Requires extensive underpinning, structural complexities and protection of the existing church façade during construction of new building.
- Yields limited, floor area
- Yields compromised Community Facility space



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Study D: Repair and restore façade; demolish & rebuild Sanctuary structure and interior in reconfigured form for use as Community Facility; demolish & rebuild Parish house structure and interior in reconfigured form for use as Residential entrance + amenities; construct new 210' tall stepped-form residential tower on NE quadrant of site

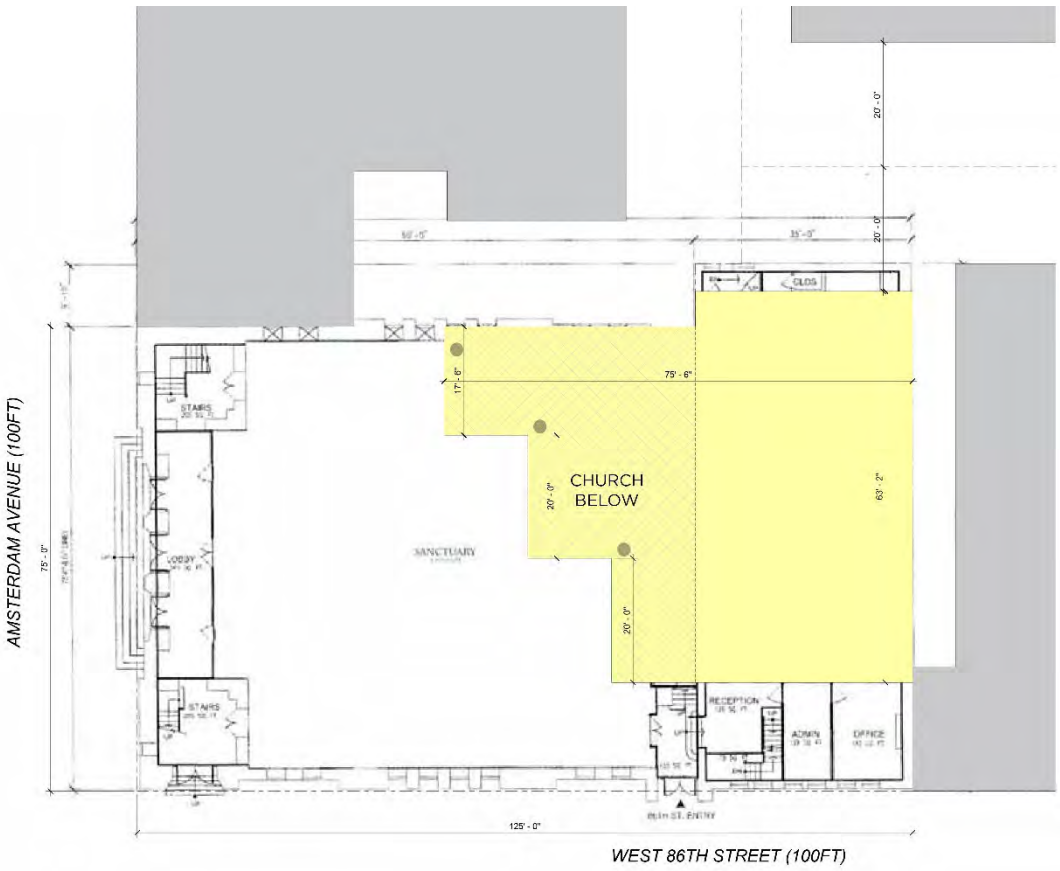
Area Summary:

Above grade Gross SF:	65,000 sf
Zoning SF used:	62,000 sf
Unused ZSF:	33,570 sf
Net Residential Rentable / Sellable:	44,000 sf
Community Facility:	5,500 sf

- Requires BSA Variance for rear yard / legal windows
- Requires Landmarks approval for alterations to buildings
- Requires expensive façade repair and stabilization.
- Requires extensive underpinning, structural complexities (separating the two buildings) and protection of the existing church façade during construction of new building.
- Yields inefficient, limited, floor area
- Yields compromised community facility space



fxcollaborative



fxcollaborative

Study E: Repair and restore Sanctuary façade; demolish & rebuild Sanctuary structure and interior in reconfigured form for use as Community Facility; demolish Parish house in its entirety; construct new 210' tall, stepped form Residential tower on eastern portion of site

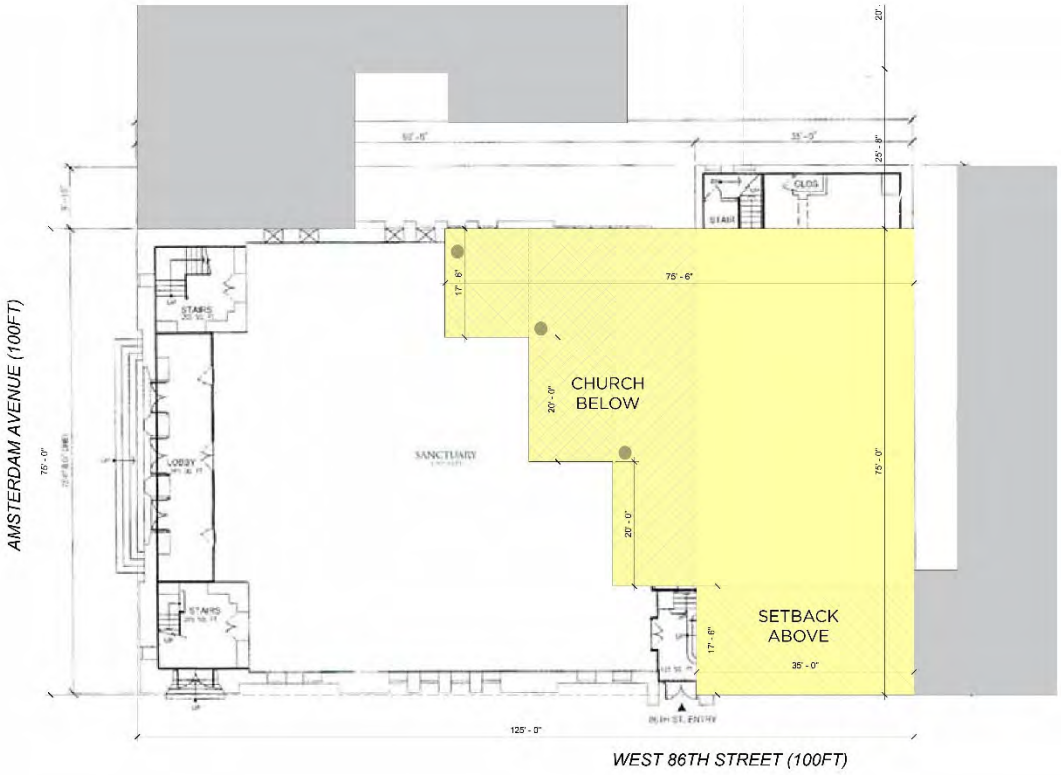
Area Summary:

Above grade Gross SF:	68,500 sf
Zoning SF used:	65,000 sf
Unused ZSF:	30,570 sf
Net Residential Rentable / Sellable:	47,500 sf
Community Facility:	5,500 sf

- Requires BSA Variance for rear yard / legal windows
- Requires Landmarks approval for alterations to buildings
- Requires expensive façade repair and stabilization.
- Requires extensive underpinning, structural complexities (separating the two buildings) and protection of the existing church façade during construction of new building.
- Yields inefficient, limited, floor area
- Yields compromised Community Facility space



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Study F: Repair and restore Sanctuary façade; repair Sanctuary structure and interior, bring up to code for use as Community Facility; demolish Parish house in its entirety; construct new 150' tall, cantilevered-form Residential tower on eastern portion of site

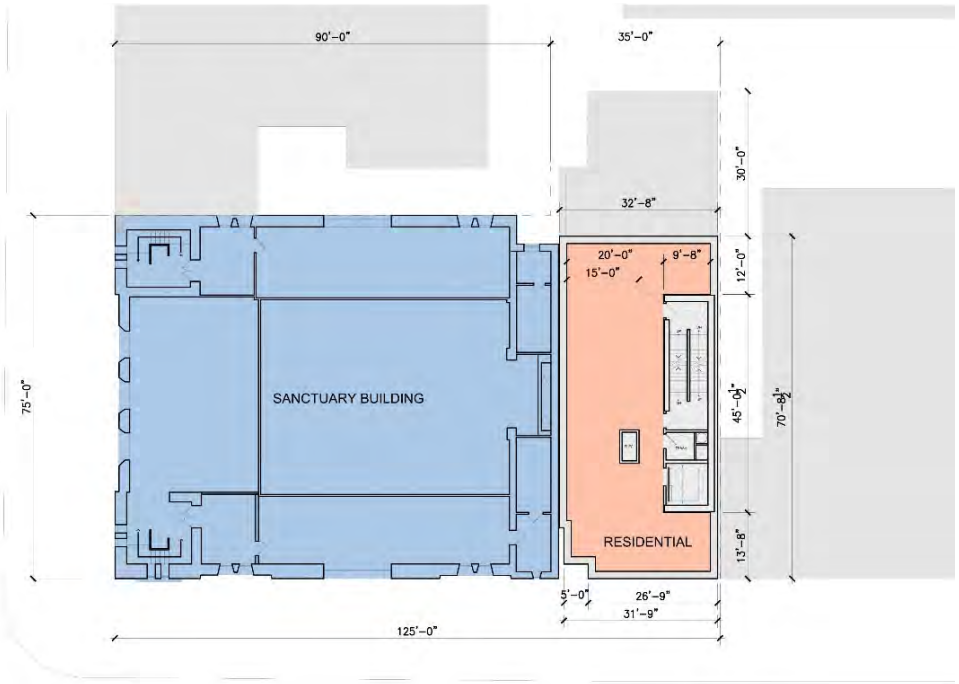
Area Summary:

Above grade Gross SF:	46,253 sf
Zoning SF used:	43,028 sf
Unused ZSF:	58,542 sf
Net Residential Rentable/Sellable:	31,434 sf
Community Facility Area:	6,500 sf

- As of Right
- Requires Landmarks approval for repair, alteration and demolition of to buildings
- Requires expensive façade repair and stabilization.
- Requires extensive underpinning, structural complexities (separating the two buildings) and protection of the existing church façade during construction of new building.
- Yields very inefficient, limited, compromised floor area
- Awkward / ungainly building form



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Study G: Repair and restore Sanctuary façade; repair Sanctuary structure and interior, bring to code for use as Community Facility; demolish Parish house in its entirety; construct new 210' tall, cantilevered-form Residential tower on eastern portion of site (requiring BSA Approval)

Area Summary:

Above grade Gross SF:	66,476 sf
Zoning SF used:	62,038 sf
Unused ZSF:	39,532 sf
Net Residential Rentable/Sellable:	46,424 sf
Community Facility Area:	6,500 sf

- Requires BSA discretionary approval for "Sliver Law" height wavier
- Requires Landmarks approval for alterations to buildings
- Requires expensive façade repair and stabilization.
- Requires extensive underpinning, structural complexities (separating the two buildings) and protection of the existing church façade during construction of new building.
- Yields very inefficient, limited, compromised floor area
- Awkward / ungainly building form



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Study H: Repair and restore façade; demolish Sanctuary and Parish house structures and interiors; construct new 210' tall Residential tower on majority of site, behind and above existing façade avoiding belltower on western portion of site

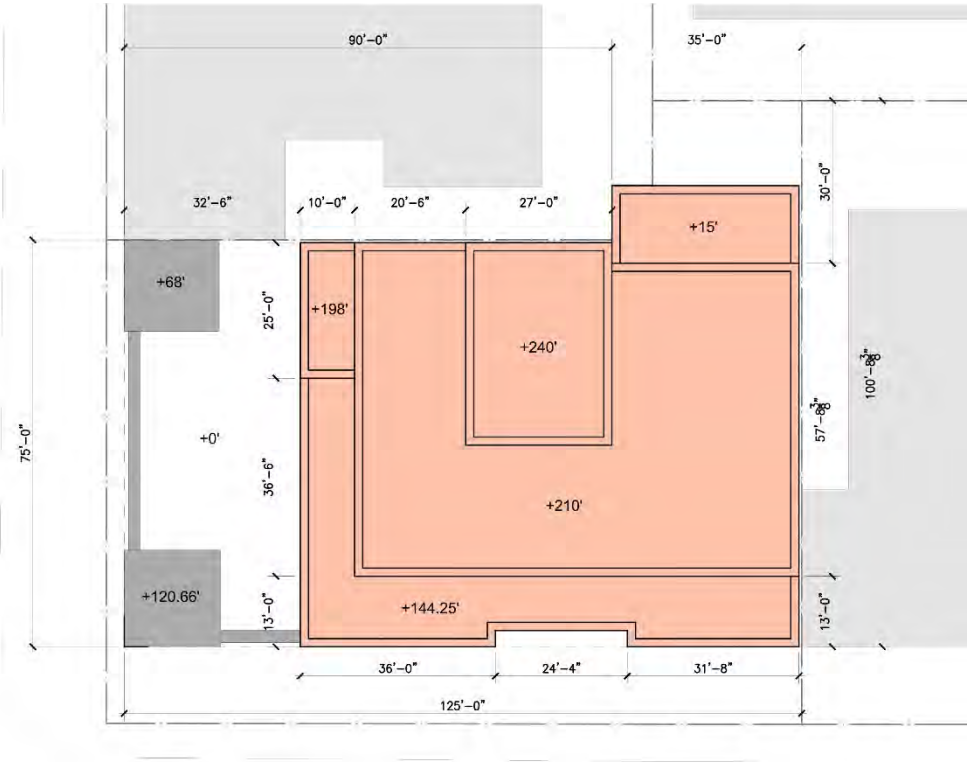
Area Summary:

Above grade Gross SF:	103,147 sf
Zoning SF used:	93,600 sf
Unused ZSF:	7,970 sf
Net Residential Rentable /Sellable:	76,800 sf
Community Facility Area:	6,000 sf

- Requires BSA Waiver for non-complying streetwall
- Requires Landmarks approval for demolition and alterations to buildings
- Requires expensive façade repair and stabilization.
- Requires extensive underpinning, structural complexities and protection of the existing church façade during construction of new building.
- Inappropriate treatment of existing historic fabric / "facadism"



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WEST 86TH STREET
(100' - WIDE STREET)

fxcollaborative

Study I: Demolition Sanctuary and Parish House; Construct new as of right residential building

Area Summary:

Above grade Gross SF:	118,010 sf
Zoning SF used:	101,483 sf
Unused ZSF:	87 sf
Net Residential Sellable:	90,626 sf
Community Facility Area:	10,200 sf

- As of Right
- Requires Landmarks approval for Hardship
- Provides state-of -the-art, flexible community facility space for worship, arts and community uses.
- Yields efficient residential floor plates
- Fully utilizes available zoning floor area



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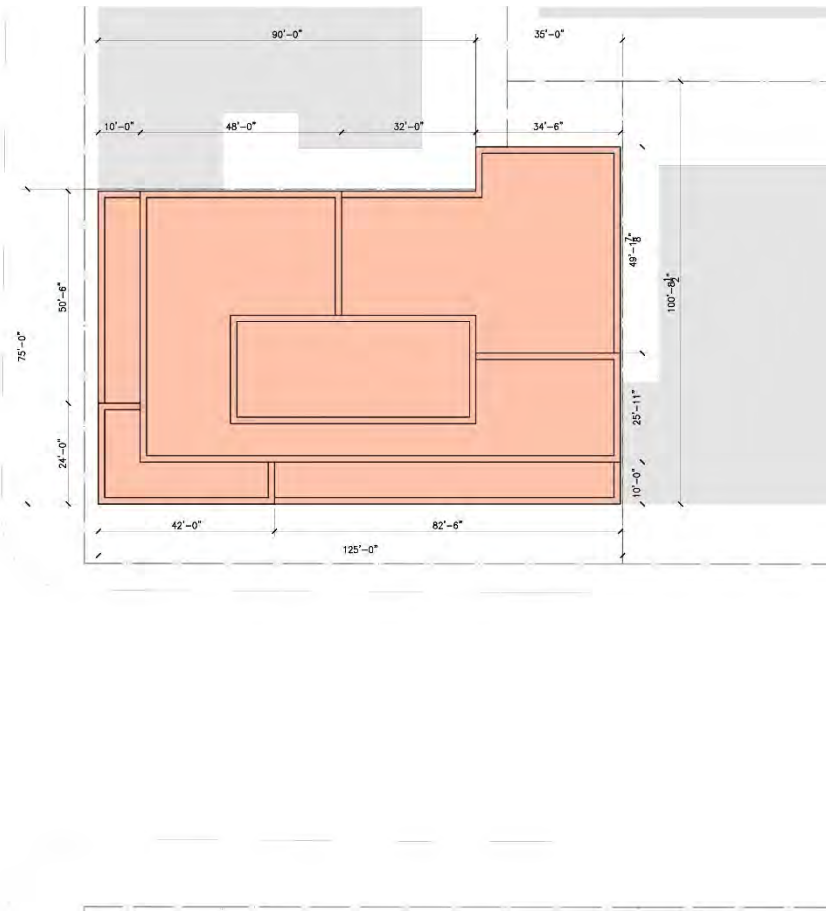


Exhibit K

DOB and ECB Violations and Summons

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NYC Department of Buildings

DOB Violation Display for 111021C21-01507

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date: 11/10/2021
Violation Category: V - DOB VIOLATION - ACTIVE
Violation Type: C - CONSTRUCTION
Violation Number: 21-01507
Device No.:
DOB Mobile Violation Number: VIO21-01507
OATH/ECB No.:
Infraction Codes:
Description: FAILURE TO MAINTAIN BUILDING IN CODE COMPLIANT MANNER. AT TIME OF INSP. OBSERVED MASONRY FA ADE IN DISREPAIR AT EXPO #1 WHERE SECTIONS OF FA ADE SPALLING SEVERELY, ROOF RIDGE ORNAMENTAL MASONRY WITH LARGE CRACK WITH A POTENTIAL TO DETACH & FALL ONTO SWS & DEFLECT ONTO PUBLIC ROADWAY. NO OPEN JOB FILING TO RECTIFY ISSUE. CITED ABOVE AFFECTS

Disposition:
Code: **Date:**
Inspector:
Comments:

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

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NYC Department of Buildings

OATH/ECB Violation Details

Click here for more information about Severity, Violation and Hearing Statuses

Premises: 165 WEST 86 STREET MANHATTAN **Filed At: 165 WEST 86 STREET , MANHATTAN , NY 10024**

BIN: 1032188 Block: 1217 Lot: 1 **Community Board: 107**

OATH/ECB Violation Summary

VIOLATION OPEN

OATH/ECB Violation Number: 39051002R

Severity: CLASS - 1 **Certification Status:** NO COMPLIANCE RECORDED

Penalty Balance Due: $2,500.00 **Hearing Status:** PENDING

Respondent Information

Name: WEST PARK PRESB CHURC

Mailing Address: 165 WEST 86 STREET , NEW YORK , NY 10024

Violation Details

Violation Date: 11/10/2021 **Violation Type:** CONSTRUCTION

Served Date: 11/10/2021 **Inspection Unit:** EMERGENCY RESPONSE TEAM (ERT)

Infraction Codes	Section of Law	Standard Description
104	28-302.1	FAILURE TO MAINTAIN BUILDING WALL(S) OR APPURTENANCES

Specific Violation Condition(s) and Remedy:

FAILURE TO MAINTAIN BUILDING WALL(S) AND APPURTENANCES. AT TIME OF INSPECTION OBSERVED MASONRY FACADE IN DISREPAIR AT EXPO #1 WHERE SECTIONS OF FACADE SPALLING, ROOF RIDGE ORNAMENTAL MASONRY WITH LARGE CRACK WI

Issuing Inspector ID: 2791 **DOB Violation Number:**

Issued as Aggravated Level: NO

Dept. of Buildings Compliance History and Events

Certification Status: NO COMPLIANCE RECORDED **Compliance On:**

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by OATH/ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by OATH/ECB.

OATH/ECB Hearing Information

Scheduled Hearing Date/Time: 05/05/2022 8:30 **Hearing Status:** PENDING

OATH/ECB Penalty Information

Penalty Imposed: $2,500.00

Adjustments: $0.00 **Amount Paid:** $0.00

Penalty Balance Due: $2,500.00

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NYC Department of Buildings

DOB Violation Display for 111921CFEU10701XC

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	11/19/2021	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	FEU10701XC	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	EWO-EXTERIOR WALL IN STATE OF DISREPAIR,OUT OF PLUMB AND LEANING @THE APEX OF THE GABLE HAS DISPLACED APROX 3".POTNTIALOF FURTHER MOVEMENT AFFECTING STRCTRAL STABILITY OF WALL&PUBLIC SAFETY.OWNR-ENGAG NYSPE &CNTRCTR-IMME PROVID TEMP BRACNG GABLEWALL ALL WRK PRFRMD UNDR DIRCT&CONTNOUS PE SPRVISN.FILE W/IN 48HR		

Disposition:
Code: **Date:**
Inspector:
Comments:

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NYC Department of Buildings

DOB Violation Display for 111921CFEU10702XC

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	11/19/2021	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	FEU10702XC	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FTM-EXTRIOR WALLS IN STATE OF DISRPAIR.SPALLED &MISSNG STONE NOTED THRUOUT.@EXTRIOR WALLS ON 86ST,THE APEX OF GABLE WALL IS LEANING& ROOF FRAMNG DETACHING @ THIS LOCATION.OWNR-ENGAGE NYSPE&CNTRCTR-SETUP MONITORNG PRGRAM,COLLCT DATA WEEKLY&PRVDE RPRT-XCELO@BUILDINGS.NYC.GOV RPR BLDG UNDR PRMT.FILE FOR PRMT BY 1/15/22.STRT WRK BY 2/1/22		

Disposition:
Code: **Date:**
Inspector:
Comments:

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NYC Department of Buildings

DOB Violation Display for 120921CFEU10701XC

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	12/09/2021	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	FEU10701XC	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FAILURE TO COMPLY WITH COMMISH ORDER #357279,-IMMED PROVIDE TEMPORARY BRACING @GABLE WALL,ISSUED ON 11/19/2021.TO DATE NO WORK HAS COMMENCED OR JOBS FILED WITH THE DEPARTMENT.IMMED COMPLE WITH COMMISSIONER'S ORDER #357279		

Disposition:
Code: **Date:**
Inspector:
Comments:

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

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NYC Department of Buildings

OATH/ECB Violation Details

Click here for more information about Severity, Violation and Hearing Statuses

Premises: 165 WEST 86 STREET MANHATTAN **Filed At: 165 WEST 86 STREET , MANHATTAN , NY 10024**

BIN: 1032188 Block: 1217 Lot: 1 **Community Board: 107**

OATH/ECB Violation Summary

VIOLATION OPEN

OATH/ECB Violation Number: 35644126R

Severity: CLASS - 2 **Certification Status:** NO COMPLIANCE RECORDED

Penalty Balance Due: $1,250.00 **Hearing Status:** PENDING

Respondent Information

Name: WEST PARK PRESB.CHURCH

Mailing Address: 165 WEST 86 STREET , NY , NY 10024

Violation Details

Violation Date: 01/24/2022 **Violation Type:** CONSTRUCTION

Served Date: 01/24/2022 **Inspection Unit:** SPECIAL OPERATIONS

Infraction Codes	Section of Law	Standard Description
204	28-302.1	FAILURE TO MAINTAIN BUILDING WALL(S) OR APPURTENANCES

Specific Violation Condition(s) and Remedy:

FAILURE TO MAINTAIN BUILDING WALLS OR APPURTANCE.NOTE:AT FRONT FACADEEXPOSURE#1 SPALLING STUCCO AT ROAD ALSO ORNAMENTAL MASONRY WITH CRACKSSIDE WALK SHED INSTALLED UNDER PERMIT#M00376493 EXPIRES 11/3/22.REMEDY

Issuing Inspector ID: 2882 **DOB Violation Number:** 012422CSPOMO09

Issued as Aggravated Level: NO

Dept. of Buildings Compliance History and Events

Certification Status: NO COMPLIANCE RECORDED **Compliance On:**

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by OATH/ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by OATH/ECB.

OATH/ECB Hearing Information

Scheduled Hearing Date/Time: 04/21/2022 12:30 **Hearing Status:** PENDING

OATH/ECB Penalty Information

Penalty Imposed: $1,250.00

Adjustments: $0.00 **Amount Paid:** $0.00

Penalty Balance Due: $1,250.00

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Exhibit L

DOB Violations

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NYC Department of Buildings

DOB Violation Display for 081222CLL0701RF

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	08/12/2022	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	LL0701RF	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FTM BUILDING IN CODE COMPLIANT MANNER. BUILDING FACADE ON EXP1 AMSTERDAM AVE AND EXP4 86TH ST HAS SEVERE MASONRY SPALLING AND DISINTEGRATION OF MASONRY AT SEVERAL LOCATIONS AND FLOORS. REMEDY: REPAIR DMAMGED, DISINTEGRATING FACADE AS PER CODE		

Disposition:
Code: **Date:**
Inspector:
Comments:

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NYC Department of Buildings

DOB Violation Display for 021423CSR0702RF

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date: 02/14/2023
Violation Category: V - DOB VIOLATION - ACTIVE
Violation Type: C - CONSTRUCTION
Violation Number: SR0702RF
Device No.:
OATH/ECB No.:
Infraction Codes:
Description: FAILURE TO MAINTAIN BUILDING IN CODE COMPLIANT MANNER.AT THE TIME OF INSPECTION OBSERVED ON ALL VISIBLE EXPOSURES W.86 STREET ELEVATION& AMSTERDAM AVENUE ELEVATION:SPALLING,DAMAGED,DISINGRATING MASONRY,OPEN MORTAR JOINTS,MISSING MORTAR JOINTS@SEVERAL FL.&LOCATION ALSO@PAPRAPET WALLS.MAINT.EXTERIOR BLDG WALLS&APPURT.BY REPAIRING.DAMAGE AS PER CODE

Disposition:
Code: **Date:**
Inspector:
Comments:

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DOB Violation Display for 053023CSR10701XN

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date: 05/30/2023
Violation Category: V - DOB VIOLATION - ACTIVE
Violation Type: C - CONSTRUCTION
Violation Number: SR10701XN
Device No.:
OATH/ECB No.:
Infraction Codes:
Description: FAILURE TO MAINTAIN BUILDING EXTERIOR WALLS&FACADE OBSERVED SPALLED STONE WORK IN MULTIPLE LOCATIONS ON EXPOSURE#1&2(SOUTH&WEST ELEVATION) ALSO OBSERVED DAMAGED/MISSING MORTARJOINTS IN MULTIPLE LOCATION.REMEDY MAINTAIN BUILDING EXTERIOR WALLS AND FACADE.FIX OR REPLACE ALL DEFECTS ON ALL EXPOSURES

Disposition:
Code: **Date:**
Inspector:
Comments:

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DOB Violation Display for 091923CSR0702NS

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	09/19/2023	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	SR0702NS	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	OBSERVED AT VIEW EXPOSURE SOUTH& WEST ELEVATIONS.DAMAGED ROOF SHINGLES BROKEN GLASS PANE AND CRACKS , SPALLING STONE AT MULTIPLE LOCATIONS REMEDY:MAINTAIN BUILDING.REPLACE AND OR REPLACE		
Disposition:			
Code:		**Date:**	
Inspector:			
Comments:			

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DOB Violation Display for 010524CSR0702RF

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	01/05/2024	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	SR0702RF	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FAILURE TO MAINTAIN BLDGE IN A CODE COMPLIANT MANNER. EXP#1 SOUTH ELEV ERODING DISINTEGRATING MASONRY AT SEVERAL FLOORS& LOCATIONS.SPALLING LOOSE SLATE ROOFING SHINGLES.EXPO#2 WEST ELEV.:ERODING DISINTEGRATING MASONRY@MULTIPLE FLOORS & LOCATIONS REMEDY:REPAIR& OR REPLACE DAMAGE FACADE		
Disposition:			
Code:		**Date:**	
Inspector:			
Comments:			

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NYC Department of Buildings

DOB Violation Display for 010524CSR0703RF

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	01/05/2024	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	SR0703RF	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	EMERGENCY WORK ORDER DUE TO HAZ.COND.OBSERVED ON EXPO#1SOUTH ELEV.&EXP #2WEST ELEV.LOOSE SPALLING ROOF SLATE TILES,ERODING,DISINTEGRATING MASONRY AT SEVERAL FLOOR & LOCATIONS,OPEN MORTAR JOINTS IN STONE WORK REMEDY:IMMEDIATELY REPAIR DAMAGED FACADE,REPAIR AND OR REPLACE AS PER CODE		

Disposition:
Code: **Date:**
Inspector:
Comments:

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NYC Department of Buildings

DOB Violation Display for 042424CFEU1070AXC

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	04/24/2024	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	FEU1070AXC	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FTM-EXTERIOR WALKS IN STATE OF DISRPAIR.SPALLED &MISSNG STONENOTED THRUOUT.@EXTERIOR WALLS OIN 86ST,THE APEX OF GABLE WALLS IS LEANING& ROOF FRAMNG DETACHING@THIS LOCATION.IMMEDIATELY COMPLY WITH COMMISSIONER'S ORDER #357281		

Disposition:
Code: **Date:**
Inspector:
Comments:

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DOB Violation Display for 042424CFEU10702XC

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	04/24/2024	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	FEU10702XC	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FAILURE TO MAINTAIN.BLDG IN A STATE OF DISREPAIR AT ALL FLOORS THERE ARE SIGNS OF WATER ENTERING THE BLDG ENVELOPE DAMAGING THE INTERIOR FINISHES.OWNR TO ENGAGE NYS PE&LICNENSD CNTRCTR TO EVAL THE BLDG&RPAIR UNDR PRMT.OBTAIN PRMT&STRT WRK BY 7/1/24		

Disposition:
Code: **Date:**
Inspector:
Comments:

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NYC Department of Buildings

DOB Violation Display for 092424CSR0702NS

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	09/24/2024	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	SR0702NS	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FAILURE TO MAINTAIN BUILDING IN CODE COMPIANT MANNER. OBSERVED HAZARDOUS DETERIORATING CONDITIONS OF BUILDING AT THE VIEW EXPOSURES AND ELEVATIONS. LOOSE/CRACK BROWN STONE. BROKEN STAINED GLASS AND DAMAGED ROOF SHINGLES AND TILES. REMEDY: REPLACE AND/OR REPAIR		

Disposition:
Code: **Date:**
Inspector:
Comments:

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NYC Department of Buildings

DOB Violation Display for 030325CSR10701MA

Premises: 165 WEST 86 STREET MANHATTAN **BIN: 1032188** **Block: 1217** **Lot: 1**

Issue Date:	03/03/2025	**Violation Category:**	V - DOB VIOLATION - ACTIVE
Violation Type:	C - CONSTRUCTION		
Violation Number:	SR10701MA	**Device No.:**	
OATH/ECB No.:			
Infraction Codes:			
Description:	FAILURE TO MAINTAIN BUILDING IN CODE COMPLLILANT MANNER. AT TIME OF INSPECTION IT WAS OBSERVED STONE FACADE SPALLING AT LOCATAIONS, AND ROOF SHEATHING LOOSE AT EXPOSURE 1. REMEDY: REPAIR AND/OR REPLACE		
Disposition:			
Code:		**Date:**	
Inspector:			
Comments:			

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Exhibit M

Consultant Qualifications

Analysis

Facade Maintenance Design, PC



Design

Exterior

Rehabilitation

and Restoration

Design Experts

Specializing

in Masonry,

Roofing and

Waterproofing

Preservation

Architecture

Engineering

Restoration

Rehabilitation

Repair

Administration

Company Overview

Since 1983, Facade Maintenance Design has specialized in the investigation, repair and rehabilitation of building exteriors and facades, restoring architectural beauty, preserving and protecting historical character, extending property life and enhancing property value.

Headquartered in New York City, FMD engineers, architects and restoration specialists are recognized problem-solving experts in exterior rehabilitation and restoration. The FMD Team is characterized by its painstaking professional approach to building facade examination, rehabilitation and regulatory compliance concerns.

Devoted to the faithful restoration of architectural detail as well as cost efficient measures to achieve preservation and integrity of exterior building facades, the FMD Team services additionally include the investigation and repair of water damage, seepage problems via windows and roofs, and preparation of legally required building facade examination reports and filings.

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Facade Maintenance Design, PC

The FMD Team begins by focusing its multi-disciplined experience on a thorough "needs analysis" of the structure's exterior, providing owners and property managers with an investigative inspection report of the exterior condition, including roof, cornice, facade, windows, foundations and other exterior architectural features. Whether the purpose of examination is restoration, renovation or a required building survey, the FMD Team provides clear, detailed analysis of the current status, recommended restoration or rehabilitation requirements, prioritized solutions, timeline and cost estimates.

Based upon the detailed FMD Team investigative report, property managers and owners have the appropriate documentation to prepare project bid documents, obtain budget approvals, arrange financing or "forward-plan" building improvements from cash flow. FMD documentation further provides for legal filings and, if required, expert witness testimony.

The success of FMD restoration techniques and FMD Team training is evidenced by the many repeat assignments and referrals from existing and former clients/owners, managers and agents for high-rise commercial buildings, revered historical structures, important public institutions and well-known architectural landmarks.

Based on its professional workplace experience, FMD has developed restoration techniques and training programs that stress a multi-disciplinary team approach in project evaluation, investigative assessment and problem solving.

Exterior Examinations and Reports

Careful and thorough examination of the building's exterior allows FMD toprovide an analysis of current conditions as well serving as a benchmark for future inspections and work to be performed.

The FMD Team examines all exterior elements from roofs, windows and portico's to facades, plazas, sidewalks and parking facilities. Investigative reports detail existing conditions with respect to deteriorating materials, potential waterproofing problems, recommended cosmetic treatments, routine maintenance recommendations and include any owner/manager specified activities or additional investigations that may be warranted by FMD's initial building survey.

The detailed format of the FMD Investigative Report provides the framework for determining work to be performed and aids in determining costs and in prioritizing activities for the owner/manager.

FMD Investigative Reports serve to:

- Assess needed repairs or restoration activities and estimate cost
- Reveal existing or potential waterproofing/water seepage problems
- Critique the effectiveness of maintenance programs
- Evaluate and prioritize cosmetic treatments or exterior materials upgrades
- Assist owners/managers in the valuation process for tax, sale or estate purposes

FMD investigations and reporting procedures may additionally include historical (legacy) information, appropriate laboratory tests of materials, documentation photography and associated files and data germane to a professional understanding and evaluation of the existing structure at the time of the report.

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Categories of Work

- Exterior Examinations and Reports
- Exterior and Facade Rehabilitation
- Roofing, Windows & Waterproofing
- Restoration of Unique/Historical Structures
- Historic Preservation

Services We Provide

- Exterior Investigation
  - Examination
  - Analysis
  - Reports and Filings
  - Expert Testimony
- Design and Engineering
  - Construction Drawings and Specifications
- Construction Administration
  - Bidding
  - Scheduling
  - Construction Management

362 Fifth Avenue
New York, NY 10001
Telephone: 212.560.9292
Fax: 212.560.9746

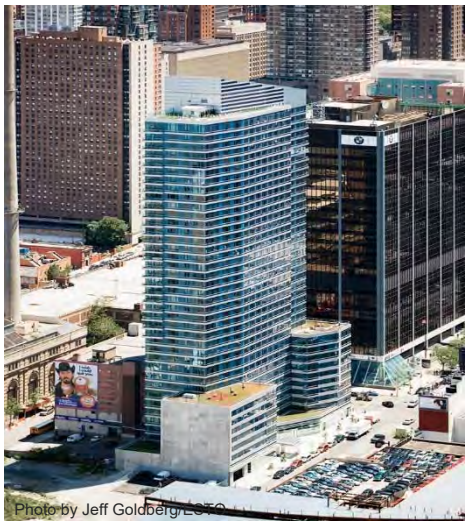
www.facademd.com

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FIRM DESCRIPTION



The Bryant Condos and Hotel
New York, NY



Helena 57 West
New York, NY



Toren Condominium
Brooklyn, NY

Severud Associates has been providing effective and economical solutions to complex engineering problems since 1928—over 90 years of service to the building profession. The firm's portfolio of almost 17,000 projects includes office, commercial, and residential buildings; education facilities; hospitals and medical buildings; athletic facilities and sports venues; theaters and performing arts centers; museums, libraries, and other cultural institutions; airport terminals; science and research centers; parking garages; and special structures in New York, throughout the United States, and around the world. The roster of satisfied Severud clients includes many architects, real estate developers, corporations, government agencies, and universities and colleges.

The structural engineering services offered by Severud Associates range from conceptual planning to final inspection, including all levels of analysis, design and detailing, construction document preparation, and construction contract administration. In addition to the design of new structures, projects include engineering for additions, alterations, renovations, and repairs to existing facilities. Severud also conducts condition surveys, performs peer reviews, provides expert testimony, and acts as on-call consultants. The firm has the capacity to provide services for multiple large-scale projects while at the same time managing many smaller projects.

Regardless of the scale or scope of a project, Severud Associates draws on the extensive expertise and experience of its staff to develop efficient and economical designs that employ the most appropriate construction methods and utilize technologies to the greatest advantage. Through involvement in professional and trade organizations and continuing education, engineers keep abreast of emerging structural systems, analysis methods, and software, which allows them to expand on the knowledge they acquired in their rigorous academic studies and to cultivate new ideas and implement innovative solutions. Severud has been applying best practices in green building design for many of those years and strives to make structures increasingly sustainable.

The entire staff of Severud Associates is committed to providing the high level of personal involvement and client engagement needed for successful project completion. Most of the senior engineering staff—principals, associate principals, and senior associates—have 25 years or more of experience. As a result, the firm's designs are technically advanced, eminently constructible, and environmentally responsible.

Engineering excellence and client service are top priorities at Severud Associates. The firm has earned many awards for the quality of its engineering and, more importantly, it has earned the trust of many longstanding and repeat clients.

REPRESENTATIVE LOW-RISE RESIDENTIAL BUILDINGS



Cephas Housing
Yonkers, NY



The Greenwich Lane Townhouses
New York, NY



653 Tenth Avenue
New York, NY



Hebrew Home/RiverSpring
The Bronx, NY



Bedford-Union Armory Redevelopment
Brooklyn, NY



Jardim Residences
New York, NY



57 Bond Street
New York, NY



Hudson Hill Condominium
New York, NY



The Clermont Greene Condominium
Brooklyn, NY

REPRESENTATIVE MID-RISE RESIDENTIAL BUILDINGS



New York University-181 Mercer Street
New York, NY



The Noma
New York, NY



The Greenwich Lane
New York, NY



Two Ten West 77
New York, NY



8 Union Square South
New York, NY



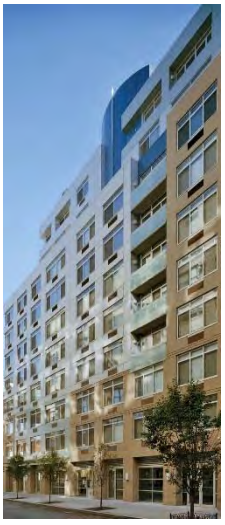
35XV Condominium
New York, NY



Gateway Transit Village
New Brunswick, NJ



The Alexander
Queens, NY



The Nexus Condo
Brooklyn, NY



221 West 77th Street
New York, NY



The Isis Condo
New York, NY

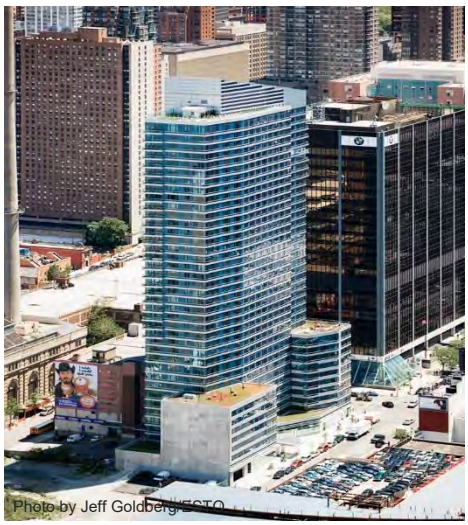


711 West End Avenue
New York, NY

REPRESENTATIVE HIGH-RISE RESIDENTIAL BUILDINGS



The Alexander at Rego Center
Queens, NY



Helena 57 West
New York, NY



The Bryant Condos and Hotel
New York, NY



The Noma
New York, NY



Beatrice Apartments
New York, NY



185 Broadway
New York, NY



27 on 27th
Long Island City, NY



Schaefer Landing
Brooklyn, NY



215 East 68th Street-Façade Renovation
New York, NY



Toren Condominium
Brooklyn, NY

Severud Associates is committed to making structures sustainable and has been applying best practices in green building design for many years. Working with the owner, architect, MEP consultant, and others on the design team, the engineering staff explores economical ways to minimize a building's impact on the environment and use of resources while improving functionality and inhabitants' quality of life.

Structural Contributions to Sustainability Strategies

Material Reduction: Economy through optimal material use has always been a high priority at Severud Associates. Parametric and algorithmic analysis and design, careful column placement, and choice of structural framing, including innovative systems such as voided concrete flat plates, further reduce material requirements.

Local Sourcing of Materials: Severud Associates has been practicing in New York City for longer than 90 years and has extensive familiarity with what is available in the northeastern U.S. When projects are located in other regions, engineers consult with local authorities and adjust material specifications accordingly.

Use of Recycled Materials: Severud Associates is a leader in the use of recycled materials, especially in reinforced concrete. The firm led industry-changing studies into the use of blast furnace slag and is currently involved in investigations into post-consumer recycled glass as supplementary cementitious materials to reduce the cement content in concrete.

Green Roofs: Green roofs, which capture rainwater, reduce runoff, increase insulation, and reduce solar gain, can be incorporated in many projects. The engineers at Severud Associates are experienced not just with the high load requirements of these systems but also the detailing necessary to collect and distribute the rainfall, remain waterproof, and simplify maintenance.

Thermal Storage: Thermal storage systems, which often involve the freezing and melting of ice, allow the energy needed for cooling to be used at night, when there is less demand and the cost is lower. Severud Associates works with the MEP consultant to locate these systems where they will have the least impact on the structure.

On-Site Mechanical Plants: To achieve a net-zero state, larger buildings can utilize on-site mechanical plants that reduce reliance on public utilities. These include co-generation power plants and black and gray water collection and treatment systems. Severud Associates has experience with the design and detailing necessary to support any of these on-site operations.

High-Performance Cladding: The engineers at Severud Associates can design customized spandrel framing to incorporate double wall technology for improved thermal performance. In conjunction with the architect and curtain wall consultant, they can also engineer sun shades to reduce heat gain and supports for photovoltaic panels to produce electricity.

Integration of Mechanical Systems: Co-location of structure and mechanical ductwork, risers, piping, etc., helps reduce building size and allows higher ceilings that facilitate daylighting. Severud Associates can design beam penetrations and castellations for steel-framed structures and develop voided slab, beam, and flat plate details in concrete buildings.

Site Placement: Early in the design process, the staff at Severud Associates can assist with the location and orientation of a building to optimize solar exposure and reduce foundation demands. Taking advantage of site topography, the staff can coordinate with the architect to elevate a building (to improve site drainage) or berm it (to reduce heating and cooling demand).



FIRE PROTECTION & LIFE SAFETY CODE CONSULTATION

The bottom line in Fire Protection & Life Safety Code Consultation is the certificate of occupancy and CCI knows it is our job to get our clients there while still maintaining high levels of life safety. As you browse the industry, you'll find few firms with as much experience and expertise in Fire Protection & Life Safety Code Consultation as CCI. Through years of association and consultation with building and fire code organizations, our professional staff's working knowledge of the code change process gives us the background and experience to recommend effective solutions. These solutions prevent issues that might cause design changes, add costs, or delay building occupancy.

Backed by the experience of thousands of successful projects of all types and sizes, CCI can offer innovative solutions for seemingly complicated issues in which multiple codes and standards apply. In addition, CCI's history of superior service and reputation for excellence also has afforded us the opportunity to develop long-standing professional relationships of trust with local code-enforcing authorities.

SERVICES INCLUDE:

Due diligence surveys

Life safety assessments

Master planning efforts

Fire Department vehicle access

Complete code analysis

Multi-code conflict resolution

Means of egress analysis

Fire protection and life safety report

Equivalency formulation

Alternate method requests

Hazardous materials analysis

Fire and egress computer modeling

Smoke control system analysis / testing

BENEFITS PROVIDED TO OUR CLIENTS:

- Reductions in costly redesigns
- Cost savings through innovative equivalencies
- Reduction in delays in building occupancy
- Conflict resolution of multiple codes / standards
- Superior graphics offering an easy to understand format for life safety concepts
- Time savings by efficient research analysis and gaining early approvals.

The experts at CCI offer architects, contractors, engineers, property developers, and owners solutions to complex code issues. As our staff's knowledge and experience is put to the test, backed by our extensive research library, you'll find that CCI has the expertise to formulate design concepts and effective equivalency alternatives that serve as the perfect solution to preserving the historical character of a retrofit building or respecting the new designs of modern structure.







SERVICES INCLUDE:

Plan Reviews

New Construction Inspections

Barrier Removal Surveys

CASp Inspections & Services

RAS Plan Reviews & Inspections

Consent Decree Neutral Inspector/Surveyor

Accessibility/ADA/FHA Training

Expert Witness

Pre-construction Meetings

Meetings with AHJ

Email and Telephone Consultation



ACCESSIBILITY CONSULTATION

CCI's accessibility consultation services offer architects, contractors, owners, building managers, and developers a means to effectively and efficiently evaluate accessibility compliance and develop solutions providing an aesthetic and viable means for people with disabilities to use facilities. Direct answers and creative solutions by CCI's staff ensure our clients the greatest potential for complete accessibility compliance in design and in the built environment.

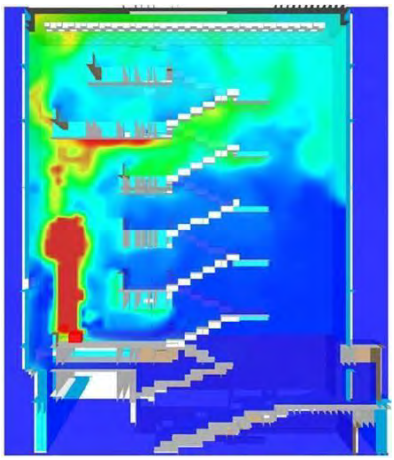
The accessibility experts at CCI verify compliance with codes and standards including: 2010 ADA Standards, FHA, IBC, ICC/ANSI, California Building Code Title 24, New York City Building Code, Texas Accessibility Standards (TAS), as well as other state and locally adopted codes and standards, to protect our clients, and to ensure access for individuals with disabilities. Our staff includes architects, engineers and certified CASp (California) and RAS (Texas) professionals.

CCI's plan review and access consultation during all phases of the design process provides crucial input for the client to ensure a compliant building; saving money as compliance costs rise exponentially after construction begins.

For existing building renovation and expansion projects, CCI's barrier removal and path of travel surveys provide the due diligence necessary for all projects. The report identifies barriers, documents requirements, prioritizes deficiencies and provides solutions. Having a CCI Accessibility Consultant inspect the built environment helps to ensure that the contractor has constructed in accordance with construction documents and the applicable accessibility requirements.

BENEFITS PROVIDED TO OUR CLIENTS:

- Clear and concise review comments directly on construction documents.
- Services tailored for state/local accessibility requirements.
- Reduction in exposure potential through proactive design.
- Flexibility to achieve corrective action in a timely manner.
- Documentation and analysis if complaint is filed.
- Comprehensive and permanent record of accessibility compliance.

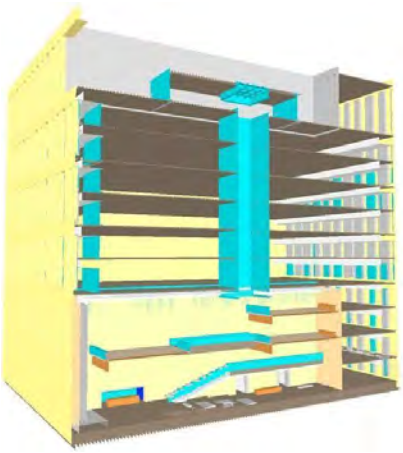


CFD SOFTWARE INCLUDES:

Fire Dynamics

Simulator Simulex

Contam



FIRE, SMOKE AND EGRESS MODELING

Fire, Smoke, and Egress modeling includes a range of potential applications from ensuring that smoke from a fire does not threaten a building's occupants to ensuring that a building's structure can withstand the heat of a fire – with or without applied fire protection. Using models such as the National Institute of Standards and Technology's (NIST) Fire Dynamic Simulator (FDS), CCI's fire protection engineers are able to accurately model the effects of a fire relative to a proposed design.

The detailed results of the calculations can be presented using a 3-dimensional computer model of the building that graphically depicts the effects of a fire, including temperature, smoke movement and toxic gas concentrations. This graphical presentation allows designers, owners and officials to see the conditions in a proposed or existing building and the level of safety provided by the design.

Fire, Smoke, and Egress modeling is often used to demonstrate how fire protection and life safety systems combine to provide for the safety of a building's occupants. CCI also uses a variety of other models, as needed, to assist the design team, building owners and officials in addressing fire protection and life safety issues.

CCI has a range of tools available to analyze people movement and egress. These tools range from engineering calculation and hydraulic-based models to sophisticated computer models that track the movement of individual occupants through a building. With these models, CCI can create a computer video animation of egress within and from a building. A timed egress analysis is often used in conjunction with fire/smoke modeling to determine if, and to what extent, mechanical smoke control is needed to provide safe exiting for the building's occupants.

CCI'S MODELING CAPABILITIES HAVE BEEN USED TO ADDRESS THE FOLLOWING FIRE AND LIFE SAFETY ISSUES:

- Structural fire resistance
- Design fire development
- Smoke movement analysis
- Smoke control system design
- Fire protection & life safety system response
- Timed egress analysis

CCI uses its expertise in applying a range of fire, smoke and egress models to develop performance based solutions to fire protection and life safety issues. Fire, Smoke, and Egress modeling allows building designs to move beyond the specific requirements of the codes and provides the design team with increased flexibility. CCI uses its knowledge and experience with the codes along with its modeling expertise to help ensure acceptance of a project's design by the AHJs while also providing a design that meets the needs of the building owner.



SERVICES INCLUDE:

Complete design approach

Design in BIM model (Revit® MEP)

Scope design approach

Performance specification approach

Due diligence surveys

Fire protection system assessments

Third-party plan review

Bid review

Shop drawing review

Construction administration

Field observations and inspections

Witness acceptance testing

Commissioning

Corrosion management program

High-piled storage plans

Hazardous materials plans

Fire alarm campus master plans



FIRE PROTECTION SYSTEMS DESIGN AND CONSULTATION

Code Consultants, Inc. (CCI) provides specialized and expertise driven fire protection systems design and consultation services. Registered Fire Protection Engineers and highly trained NICET level designers provide these services. In addition, CCI staff are members of the NFPA Committees responsible for determining the systems design requirements, including NFPA 13 and NFPA 72. Over the past 35 plus years, CCI has providing fire protection systems design and consultation for thousands of projects.

CCI's services are suited for design-build, design-bid-build and owner direct project types. Our expertise and experience in providing complete design documents typically required for design-bid-build projects enhances our ability to provide design and consultation services in the design-build and owner direct project types.

Fire sprinkler design drawings can be prepared in AutoCAD, SprinkCAD, HydraCAD or Revit®, and fire alarm design drawings can be prepared in either AutoCAD or Revit®. CCI's expertise in Revit® spans more than 10 years.

As the built environment adopts the use of Building Information Management (BIM) modeling to manage projects, CCI's unparalleled expertise using Revit® can ensure the accurate inclusion of these important systems into the detailed 3D model as well as documenting other attributes of the system.

BENEFITS PROVIDED TO OUR CLIENTS:

- Structural fire resistance
- Codes / Standards compliance – not over or under designed
- Solutions to design challenges
- Comprehensive coordination with other disciplines
- Lower costs
- Credibility with the AHJ due to our expertise and experience
- Comprehensive construction documentation for bid and construction administration
- Professional supervision of installation
- Reduces cost extras during construction
- Reduced life cycle costs
- Oversight / assurance – represents project interests – getting it right
- Water conservation, if desired for LEED Accreditation.



EXPERTISE:

Infrastructure

Backbone

Horizontal

Outside Plant

Wi-Fi & RF Distribution

DAS (Distributed Antenna)

Smart Building Integration

Audio/Visual

Collaborative Workplace

Collaborative Higher-Ed Campus

K-12 Technologies

Entertainment Venues

Digital Signage

Interactive Technologies

PA & Mass Notification

Unified Communications

Electronic Security Systems

Video-Surveillance

Access Control

Intrusion Detection

LOW VOLTAGE / INFORMATION & COMMUNICATIONS TECHNOLOGY CONSULTATION & DESIGN

Low voltage systems relating to information and communications technology (ICT) are the backbone of building functionality. CCI's Registered Communications Distribution Designer (RCDD) professionals ensure development of comprehensive and adaptable infrastructures capable of supporting all ICT systems through the implementation of integrated technologies into architectural and building systems.

Gaining a complete understanding of client vision, goals, and unique project challenges is CCI's first priority. ICT solutions and recommendations provide a clear road map for complex, emerging technologies in all types of buildings and facilities. Maintaining long term business relationships is the foundation of CCI's success.

THE CCI ADVANTAGE:

- Experienced A&E industry RCDD professionals
- Interdisciplinary knowledge base
- Vision to achieve program goals
- Creative solutions for project specific challenges
- Flexible design supporting emerging technologies
- Holistic approach to project needs
- Comprehensive construction document development
- Reliable and resourceful network of industry experts
- Responsiveness to clients





SERVICES INCLUDE:

System Evaluations

Technology Planning

Design & Engineering

Commissioning

EXPERTISE:

Digital Signage & Displays

Interactive Technologies

Wayfinding & Information Kiosks

PA & Mass Notification

Unified Communications

General Paging / Public Address

Video-Wall Systems

Distributed Audio Systems

Integration into Data Networks

Input/Output Panel Building Integration

Control and Monitoring Centers

LED Interior/Exterior Display Walls

INFORMATION & COMMUNICATIONS TECHNOLOGY AUDIO/VISUAL SYSTEMS

Audio/Visual (AV) systems enable people to achieve higher efficiencies through clear communication and collaboration. Professionals, students, and others work more effectively in flexible AV environments.

The continued advancement of complex AV requires CCI's RCDD experts to balance state of the art equipment and appropriate AV innovations with the architectural program and design.

CCI's RCDD professionals listen, educate, and consult with clients to develop a comprehensive understanding of corporate vision and provide solutions that uniquely address project challenges.

CCI's experience and broad knowledge of system components, cable types and interfaces result in a cost-effective, innovative, and seamless AV system. Whether it is an interactive auditorium with an assistive listening system, a video-teleconference or sound reinforcement system for a collaborative environment, or a control and monitoring center that demands complex systems, CCI's experts provide customized solutions for every challenge.

THE CCI ADVANTAGE:

- Vision to achieve program goals
- Creative solutions
- Innovative designs
- Practical consultation in non-technical terms
- Respect for program of space
- Appreciation of space functionality







SERVICES INCLUDE:

Security Consulting

ESS Design & Engineering

Security Assessments

Commissioning

EXPERTISE:

Video-Surveillance

Access Control

Intrusion Detection

Perimeter Protection

High-Level Security

Asset Protection

Loss Control

Infant Protection

Mass Notification

Fire Alarm

Blue Light Emergency Phones

Unified Communications

INFORMATION & COMMUNICATIONS TECHNOLOGY ELECTRONIC SECURITY SYSTEMS

Effective electronic security systems (ESS) increase personal safety, secure assets, and safeguard critical infrastructures. Comprehensive ESS have evolved to include fire alarm as a crucial component. CCI's RCDD and Professional Engineers (PE) approach every project with the end users' purpose, operations, safety, and integrity in mind.

CCI's experts achieve a balance between facility functions and security operations. CCI analyzes, designs, and develops comprehensive solutions customized for every organization's operations, security needs, challenges, physical location, and budget. Collaboration with the design team ensures optimal integration with architectural and building systems.

Security today encompasses both physical and digital environments. CCI's design approach integrates all aspects of security to protect and ensure the safety of occupants, assets, and communications through proven security protocols, concepts, and strategies.

THE CCI ADVANTAGE:

- Collaborative designs by RCDD and PE professionals
- Expertise in BICSI and NFPA standards and codes
- Comprehensive security approach
- Forward thinking long-term solutions
- Responsive to present day security needs
- Adaptable thinking to resolve complex security challenges





SERVICES INCLUDE:

Code Based Due Diligence

Radio Coverage Survey

Predictive Radio Coverage Analysis

Systems Evaluations / Peer Review

Design & Installation Guidelines

Engineering Documents

Construction Administration

Commissioning

EXPERTISE:

Signal Strength / DAQ

Backbone Survivability

DAS (Distributed Antenna Systems)

UHF / VHF Systems

700 / 800 MHz P25 Systems

ARCS (NYC)

EMERGENCY RESPONDER RADIO COMMUNICATIONS SYSTEMS

CCI's emergency communications capabilities include code-based solutions for Emergency Responder Radio Communications Systems (ERRCS) needs. CCI ensures minimum radio coverage compliance with ICC and NFPA Codes, as well as an objective approach to system design by only providing enhancement where required to ensure effective in-building communications capabilities for public safety personnel and the people they serve.

CCI thoroughly evaluates each facility's emergency service communication needs to provide engineered solutions, while incorporating the essential elements of the enhancement system: the donor antenna; Bi-Directional Amplifier including coordinated location, power, and HVAC requirements; distributed antennas; vertical and horizontal cabling and installation requirements including pathway survivability; and fire and smoke rated sleeves.

CCI's thorough coverage evaluation and attention to design detail minimizes costly and unnecessary installations in both existing structures and new construction projects.

THE CCI ADVANTAGE:

- Experienced A&E design industry RCDD professionals
- Licensed FCC GROL (General Radiotelephone Operator License)
- Respectful of architectural aesthetics
- Practical design to system installation
- Collaborative team approach, ensuring a complete and thorough design
- Resourceful research and analyzation of solutions
- Practical consultation in non-technical terms







SERVICES INCLUDE:

Space Planning & Programming

Systems Evaluations

Technology Master Planning

Design & Installation Guidelines

Engineering Documents

Construction Administration

Commissioning

EXPERTISE:

Backbone

Horizontal

Outside Plant

Wi-Fi & RF Distribution

DAS (Distributed Antenna)

Smart Building Integration

INFORMATION & COMMUNICATIONS TECHNOLOGY INFRASTRUCTURE

CCI's infrastructure design provides a sustainable, intelligent, and integrated system. CCI ensures installation compliance with TIA/BICSI Standards and NFPA Codes, as well as an inherent ability for the ICT infrastructure to support growth and future technologies.

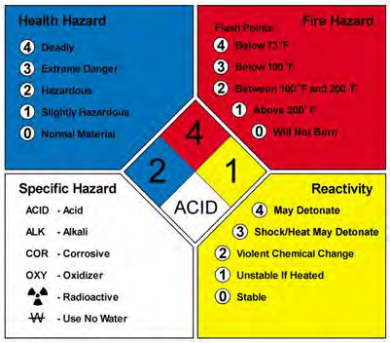
CCI's engineered solutions incorporate the essential elements of the infrastructure: the service-entrance; ICT room location, size and configuration; fiber-optic, copper and coax cabling; cable management; continuous and non-continuous pathways, ICT outlets and boxes; and fire and smoke rated sleeves.

CCI's attention to detailed infrastructure planning during the building design process minimizes costly modifications after construction begins.

THE CCI ADVANTAGE:

- Experienced A&E design industry RCDD professionals
- Respectful of architectural aesthetics
- Practical design to system integration
- Collaborative team approach, ensuring a complete and thorough design
- Resourceful research and analyzation of solutions





EXPERTISE:

NFPA 30:
Flammable and Combustible Liquids

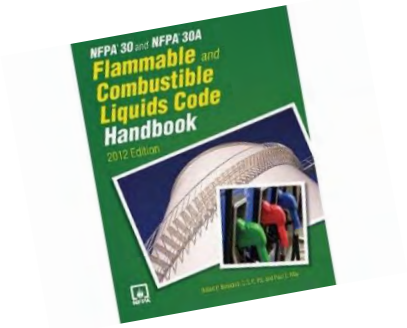
NFPA 30B:
Manufacture and Storage of Aerosol Products

NFPA 69:
Explosion Prevention Systems

NFPA 400:
Hazardous Materials Code

NFPA 430:
Storage of Liquid and Solid Oxidizers

NFPA 654:
Prevention of Fire and Dust Explosions





HAZARDOUS MATERIALS ANALYSIS

The Chemical Abstract Service (CAS) Registry lists approximately 41 million commercially available products, and more are added each day. Many of these products are classified as hazardous materials - those which present physical hazards or health hazards. Few commercial operations are without at least some of these materials.

The storage, dispensing and use of hazardous materials is highly regulated by building codes, fire prevention codes and NFPA standards, as well as by insurance underwriters. A comprehensive approach to hazardous materials requires thorough knowledge of applicable regulations. Issues of noncompliance can be both dangerous and expensive to mitigate.

CCI Fire Protection Engineers and Certified Safety Professionals have extensive experience in the code requirements for facilities containing hazardous materials, whether for existing occupancies, tenant improvement or new construction.

HAZARDOUS MATERIALS ANALYSIS SERVICES INCLUDE:

- Hazardous materials classification
- Building and fire code analysis
- Code conflict resolution
- Site investigation and analysis
- Equivalency concept formulation, analysis and presentation
- Material Safety Data Sheet (MSDS) / Safety Data Sheet (SDS) compliance review and auditing
- Hazardous Materials Inventory Statement (HMIS) preparation
- Hazardous Materials Management Plan (HMMP) preparation
- NFPA 30 flammable liquid decision tree analysis
- Fire detection and suppression system design criteria and design document preparation
- Third-party review
- Insurance underwriter coordination
- Preparation of a comprehensive DHA in accordance with NFPA 652 which can then be submitted to the Authority Having Jurisdiction for review and approval.

CCI is active on numerous code development committees and organizations and utilizes that knowledge to ensure hazardous materials are stored and/or used in accordance with the applicable codes and client needs.



EXPERTISE:

NFPA 652:
Fundamentals of Combustible Dust

NFPA 654:
Prevention of Fire and Dust Explosions

NFPA 61:
Prevention of Fires and Dust Explosions in Agricultural and Food Processing Facilities

NFPA 68:
Explosion Protection by Deflagration Venting

NFPA 69:
Explosion Prevention Systems

NFPA 484:
Combustible Metals

NFPA 655:
Prevention of Sulfur Fires and Explosions

NFPA 664:
Prevention of Fires and Explosions in Wood Processing and Woodworking Facilities



DUST HAZARD ANALYSIS

CCI licensed Fire Protection Engineers and Certified Safety Professionals have extensive experience in identifying and reducing hazards from combustible dust in facilities and operations that manufacture, process, blend, convey, repackage, generate or handle combustible dusts or combustible particulate solids.

CCI DUST HAZARD ANALYSIS SERVICES COULD INCLUDE:

- Survey an existing site to determine locations where combustible dusts are generated or are present as part of the manufacturing process.
- Identify possible hazards in the existing process related to heat generation, electrical equipment and dust collection systems for use in preparing a Dust Hazard Analysis (DHA) for the new facility.
- Collect samples of dusts in the areas where potential hazards are identified.
- If historical or published data is unavailable for a specific material, the dust samples will be tested by a third party to determine if the sample(s) are classified as a combustible dust via ASTM E1226 – Standard Test Method for Explosibility of Dust Clouds. This is commonly referred to as the “GO / No-Go” screening.
- If any of the samples are determined to be combustible dusts, the samples are further tested to determine the following explosive characteristics.
    - Maximum Explosion Overpressure (Pmax)
    - Normalized Rate of Pressure Rise of a Combustible Dust (KSt)
    - Minimum Explosible Concentration (MEC) per ASTM E1515
    - Limiting Oxygen Concentration (LOC) per ASTM E2931
    - Minimum Ignition Energy (MIE) per ASTM E2019
    - Minimum Autoignition Temperature of a Dust Cloud (MIT) per ASTM E1491
    - Autoignition Temperature of a Dust Layer (LIT) per ASTM E2021
- Review and evaluate existing housekeeping procedures and, if needed, provide recommendations for improvements.
- Preparation of a comprehensive DHA in accordance with NFPA 652 which can then be submitted to the Authority Having Jurisdiction for review and approval.

In accordance with NFPA 652, existing processes must have a Dust Hazard Analysis completed by September 7, 2020. The Dust Hazard Analysis must be updated every 5 years, or when the process is modified.



SERVICES:

Site visit for existing building conditions

Commodity Classification

Hazardous Materials Analysis

Fire Sprinkler Design or Consultation

Shelf / Rack / Solid Pile Storage Arrangement

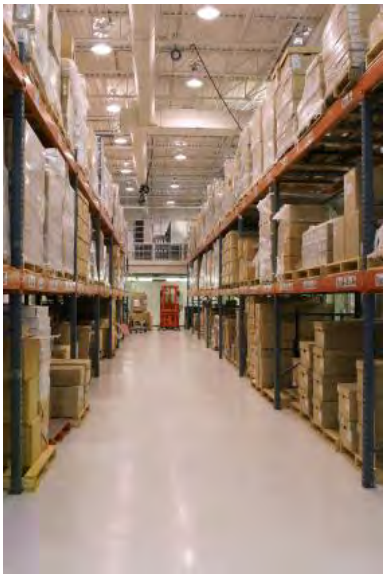
Transverse & Longitudinal Flue Spaces

Aisle Widths

Fire Department Access Doors

Smoke & Heat Removal Vents

Travel Distance



HIGH PILED STORAGE ANALYSIS

CCI's licensed fire protection engineers provide High-Piled Storage (HPS) analysis along with detailed drawings identifying commodity classification, fixtures, location, heights and local requirements. The location and area limits of storage in plan and elevation view clearly depict the requirements of HPS. This service, together with sprinkler design and modeling, can reduce construction costs while maintaining life safety.

CCI works with the client to understand their retailing, facility materials handling, or storage needs and provide options for sprinkler design and other requirements such as: smoke and heat vents, fire department access doors, travel distance and draft curtains.

Our specialized engineering expertise enables CCI to evaluate the array of a client's commodities and correctly classify them in accordance with the applicable building/fire codes and National Fire Protection Association design standards.

In addition, details are provided for shelving and rack configurations: depth, length, aisle spacing, flues, and sprinkler criteria.

Our comprehensive approach provides the following benefits for our clients' projects:

- Clear definition and delineation of the commodity classification of all products.
- Identification of building and fire code requirements for high-piled storage facilities.
- Concise and comprehensible comparative options permitted under the code with recommendations.
- Detailed documentation for submission and approval by the Authorities Having Jurisdiction to gain building and fire permits.

Contact CCI today to provide a detailed scope and fee for High-Piled Storage analysis for site specific or building program applications.

High-piled storage requirements can disrupt, new or existing building conditions with costly overruns not anticipated. CCI can help navigate and minimize maintain a safe environment for the end user and professional emergency responders.



SERVICES INCLUDE:

Solution-Based Consultation

Full SOC LSA

Partial SOC LSA

Life Safety Drawings

Mock Survey

Document Review

Training / Education

Fire Door Inspections

Firestop Inspections

Customized Services





HEALTH CARE FACILITY – LIFE SAFETY SERVICES

The health care industry is heavily regulated through the many codes and standards enforced by a multitude of authorities having jurisdiction. Continuous compliance and preparation for hospital accreditation activities requires an expert team. CCI has dedicated staff with extensive knowledge and experience that specializes in providing a multitude of services for Health Care facilities. For more than 40 years, CCI has provided healthcare consultation services and has been integral in the development of the NFPA 101, Life Safety Code requirements for Health Care facilities. Our professional staff's working knowledge of the accreditation process, code requirements, and intent gives CCI the background and expertise to identify issues and recommend effective solutions that help health care facilities achieve compliance. CCI has used this expertise to provide services for hundreds of health care facilities across the country.

Fire Protection & Life Safety Expertise

Health Care facilities create challenges that require an experienced and dedicated team. CCI is that experienced and dedication team of experts. Whether maintaining your Life Safety Drawings, preparing for your accreditation survey, or needing assistance developing a solution to your plan of correction, CCI will customize a service for you.

NFPA 101 Life Safety Code Technical Committees

CCI staff are members of multiple National Fire Protection Association (NFPA) committees relevant to Health Care facilities, including the NFPA 101 Technical Committees on:

- Health Care Occupancies (Chapters 18 & 19)
- Ambulatory Health Care Occupancies (Chapters 20 & 21)
- Assembly Occupancies (Chapters 12 & 13)
- Business Occupancies (Chapters 38 & 39)

Experience and Relationships

CCI has extensive experience in working with The Centers for Medicare and Medicaid Services (CMS), The Joint Commission (TJC) and other accrediting organizations, the National Fire Protection Association (NFPA), State Health Departments, and Local Jurisdictions. This experience comes from decades of working on hundreds of Health Care facility projects, both existing facilities and new design projects, as well as participation on the NFPA 101 Technical Committees.

This gives CCI a direct line of communication with health care organizations, which enables CCI to discuss specific code compliance related items openly and effectively.

At CCI we understand that meeting the prescriptive requirements of the codes and standards is sometimes challenging. CCI's solution-based, forward-thinking team is here to address these challenges through alternate approaches that meet or exceed the intent of the requirements. Whether a Traditional Equivalency, a State Variance, or a CMS Waiver, CCI will lead you through the development and submission of your alternate approach and accompany you through the process to approval.



SURVEYS INCLUDE VERIFICATION OF:

Construction type

Smoke/fire rated walls

Protection of wall/floor openings and penetrations

Corridor construction, including doors, vision panels, storage alcoves and remote nursing stations

Suite locations and design

Means of egress compliance

Fire alarm device locations

Standpipe outlet locations

Smoke detection coverage

Manual pull station locations

Exit signage

Sprinklered vs. non-sprinklered areas

Hazardous areas

Interior finish requirements

Atrium design and smoke control systems

Fire extinguisher locations



HEALTH CARE FACILITY STATEMENT OF CONDITIONS LIFE SAFETY ASSESSMENT SERVICES (SOC)

Health Care facilities are especially unique. From the challenges associated with the very specific and detailed code requirements, the many codes and standards involved, the multiple authorities having jurisdiction and the required accreditation surveys, Health Care facilities and projects require an experienced and dedicated team. The CCI team possesses that experience and dedication.

Dedicated Staff and SOC LSA Experience

Health Care facilities create challenges that require an experienced and dedicated team. CCI is that experienced and dedication team of experts. Whether maintaining your Life Safety Drawings, preparing for your accreditation survey, or needing assistance developing a solution to your plan of correction, CCI will customize a service for you.

NFPA 101 Life Safety Code Technical Committees Memberships

CCI Principals are members of multiple National Fire Protection Association (NFPA) committees relevant to Health Care facilities, including the NFPA 101 Technical Committees on:

- Health Care Occupancies (Chapters 18 & 19)
- Ambulatory Health Care Occupancies (Chapters 20 & 21)
- Assembly Occupancies (Chapters 12 & 13)
- Business Occupancies (Chapters 38 & 39)

For more than 35 years CCI has been integral in the development of the NFPA 101 requirements for Health Care facilities. Our professional staff's working knowledge of the code change process, code requirements and intent gives CCI the background and experience to identify project issues and recommend effective solutions, including the development of equivalency concepts.

CMS, TJC and NFPA Experience and Relationships

CCI has extensive experience in working with The Centers for Medicare and Medicaid Services (CMS), The Joint Commission (TJC) and other accrediting organizations, the National Fire Protection Association (NFPA), State Health Departments, and Local Jurisdictions. This experience comes from decades of working on hundreds of Health Care facility projects, both existing facilities and new design projects, as well as participation on the NFPA 101 Technical Committees.

This gives CCI a direct line of communication with health care organizations, which enables CCI to discuss specific code compliance related items openly and effectively.

At CCI we understand that meeting the prescriptive requirements of the codes and standards is sometimes challenging. CCI's solution-based, forward-thinking team is here to address these challenges through alternate approaches that meet or exceed the intent of the requirements. Whether a Traditional Equivalency, a State Variance, or a CMS Waiver, CCI will lead you through the development and submission of your alternate approach and accompany you through the process to approval.



CREDENTIALS AND EXPERTISE:

Plan Reviews

Licensed Professional Engineers in 50 States, the District of Columbia, Puerto Rico and 6 Canadian Provinces

Registered Architects

International Code Council Certified Accessibility Inspectors/Plan Examiners

NFPA Certified Fire Protection Specialists

NICET Certified Engineering Technicians

USGBC LEED Accredited Professionals

LITIGATION SUPPORT

CCI's litigation support services benefit from 40+ years of code consultation and engineering design work on a wide variety of projects. CCI's Principals and staff include Registered Fire Protection Engineers, Registered Electrical Engineers, Registered Architects, Certified Building Officials, and Certified Safety Professionals whose experience in developing building and fire codes and applying them to projects provides a significant advantage as expert witnesses.

CCI actively participates in the development of model codes and standards used throughout the country. CCI's engineers are members of numerous National Fire Protection Association (NFPA) Technical Committees.

CCI is also active in the International Code Council's code development process through participation in developing code changes and membership on the ICC's Fire Code Committee. CCI was equally active in code making organizations preceding the ICC that developed documents such as, the BOCA National Building Code, the ICBO Uniform Building Code, and the SBCCI Southern Standard Building Code.

CCI's 40+ years of experience in both developing and applying codes allows it to not only determine the literal meaning of a code provision, but to know the history and intent of the code. CCI maintains an extensive library of contemporary and historical construction codes, allowing CCI to research the exact requirements for a building at the time of construction, currently, and at any critical time in between.

CCI's ENGINEERS & CONSULTANTS ARE AVAILABLE TO PROVIDE THE FOLLOWING SERVICES TO THE LEGAL COMMUNITY ON BEHALF OF ARCHITECTS, DEVELOPERS, AND OWNERS :

- Clear and concise review comments directly on construction documents.
- Analysis of building and fire code compliance.
- Interpretations of building and fire code provisions to determine the intent of a requirement.
- Fire alarm and automatic sprinkler system design evaluation to determine compliance with applicable codes and standards.
- Determination of fire protection system performance during a fire and evaluation of false activation and damages.
- Computer fire modeling and fire reconstruction to analyze the effects of a fire and the response of fire protection devices.
- ADA review and analysis for deficiencies and Department of Justice complaints.

From background research to expert testimony at trial, CCI's experience and expertise provides an unmatched advantage to our clients.



Company Overview

LBG AECOM Imagine it. Delivered.

Leeding Builders Group, an AECOM Company ("LBG") is a company founded on tradition and experience that is recognized as a leader in the open shop construction industry. The company has been built on core values and a history of delivering successful projects, we offer a team with unrivaled construction management experience with a network of experts. Our team is unique within the marketplace today – united by a common goal: to solve our clients' most complex challenges and delivering personalized, quality-driven construction services, beginning in the strategic planning phase and ending with the successful turnover of completed projects.

In 2015, LBG joined AECOM, the world's premier infrastructure consulting firm. As a wholly owned subsidiary of AECOM, the company benefits from being a part of a truly innovative organization with 54,000 technical professionals working in numerous countries around the world.

AECOM provides professional services throughput the project life cycle – from planning, design and engineering to program and construction management . A Fortune 500 firm, AECOM had revenue of approximately $13 billion during fiscal year 2020. AECOM ranks as the #3 contractor and #2 design firm by revenue on ENR's annual industry rankings. AECOM is also listed as one of Fortune magazine's World's Most Admired Companies.

AECOM is a publicly traded company on the New York Stock Exchange (trading symbol "ACM"). Financial data and other publicly available information regarding AECOM may be accessed on the Securities and Exchange Commission website www.sec.gov or at the AECOM Investors page at http://investors.aecom.com/. LBG is a part of AECOM's Construction Management group. This group deploys industry leading technologies, lean construction methodologies, and innovative jobsite safety approaches to yield optimal results.

It serves as trusted partners to the world's most visionary owners, developers and infrastructure providers to deliver the most complex assignments. From super-tall skyscrapers and iconic stadiums to cutting-edge healthcare facilities and critical infrastructure, together, we build the projects that define communities. LBG has a global network of experts from different disciplines and backgrounds that can offer resources and support as needed.

Valuable Resources The quality and experience of the people that make up the LBG organization are the company's most valuable resources and key element to its success. Our People are individuals who are the very best in their respective fields, possessing the expertise, dedication, and motivation to lead this project to a successful conclusion. Our staff members are professionals trained in engineering, project management, estimating, scheduling, and field supervision, backed by a well-organized and dependable support staff.

Another valuable and essential resource is the relationships that LBG has with a large variety of subcontractors. A core value to our business is building long-term relationships, and as a result, LBG is well-respected by the top subcontractors and suppliers performing work in the New York City area. Such relationships provide for competitive pricing and smooth coordination in the field to ensure the overall success of the project.

Summary LBG offers a team that combines unrivaled construction management experience with a global network of experts which, together, present a highly qualified team for the residential projects in the greater New York City Area.

Highlights:

Fortune
World's Most Admired Companies 2020

ENR
No. 3, Top 400 Contractors

National Safety Council (NSC)
Received a record 360 awards across our DCS, CS and MS Segments

Exhibit N

Façade MD Façade Condition Report

FACADEMD
Architecture
and Engineering

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www.FacadeMD.com

November 16, 2021 Amended December 2, 2021

NYC DOB

Re: 165 West 86th Street, New York, NY 10024
C-Construction Violation # 21-01507

To Whom It May Concern:

INTRODUCTION:

- Façade MD has been hired by the West Park Presbyterian Church to observe the façade and roofs from close range and develop a list of façade repair quantities, for an estimator to provide a cost to repair the exterior of the church and adjacent chapel. Block 1,217, Lot 1. Our limited scope of work includes the observation of the exterior façade and roofs via lift, to quantify possible repairs to the exterior. No destructive testing has been performed and no interior observations or structural opinions are part of this scope, nor is any responsibility for site safety.
- We understand that a sidewalk bridge has been installed along the Amsterdam and 86th Street sidewalks for several decades and we have been informed that the current sidewalk bridge system was installed within the past year.
- The exterior was landmarked as an individual exterior landmark on 1/12/2010 (LP-2338).
- The chapel at the eastern end of the site was originally designed by Leopold Eidiltz and constructed between 1883 and 85 with a brick facade. A church was added to the west of the chapel, with a red sandstone and rock faced brownstone, with brick backup at the street elevations and brick at the rear elevations, in 1890, which as designed by Henry Kilburn. The chapel façade was changed to sandstone and brownstone at that time.



FINDINGS:

- Façade MD visited the site on November 9th, 10th and 11th and reviewed the façade and roofs from the basket of a lift. We reviewed the south façade of the chapel and noted that there is an ornamental sandstone, located at the top of the of the façade, at the end of the roof ridge beam, which is cracked and spalled. The stone is approximately 2' wide, 2' deep and 36" tall.





Stone is cracked and spalled





Closeup of crack that goes completely through the stone.

- On Wednesday, November 10th, I contacted the Façades Unit of NYC DOB (Eugene Krenitsyn) with Roger Leaf, Chair of the West Park Administrative Commission, of the West Park Presbyterian Church.
- Mr. Krenitsyn directed me to call 311 and report the situation, then file a FISP3 Unsafe Conditions form.
- I called 311 and was directed to 911, and reported the conditions.
- This led to dispatch of NYFD and NYPD to the site.
- FDNY called my partner Mark Anderson down from the boom lift.
- Mark discussed the situation with the FDNY captain, that shed is in place and extent and severity of conditions is under investigation.
- FDNY blocked off the adjacent sidewalks on 86th Street and Amsterdam Avenue, as well as the parking lane on West 86th St, and allowed Mark to resume boom lift examination on the facade.
- I called Mr. Krenitsyn to follow up (NYC DOB system will not allow submission of FISP3 form when building is not taller than 6 stories).
- Mr. Krenitsyn stated 311/911 call resulted in official complaint 1586493, already posted on NYC DOB BIS online system.

Façade MD continued to observe the façade of the tower, church and chapel, which concluded on Thursday, November 11th in compliance with our contract with the church. Several other items of concern were noted on the façade. Many stone spalls, cracks, mortar deterioration and deteriorated windows were noted. The extent of deterioration of each condition is not known, as no removal or testing was included in our scope of work. As mentioned earlier, a sidewalk bridge is in place, and we assume the reason is due to some of the noted conditions below. The following deficiencies are typical and represent only a sample of the types of conditions present on the masonry façade and windows. Please see photographs below.



South Chapel- Spalled Stone Ornament



South Chapel – Spalled Stone Ornament



South Church – Spalled stone at ridge beam.



South Church - Spalled stone and patches.



West Church – Spalled stone at window.



West Church – Stained glass window compromised.



West Church - Spalled stone and patches.



West Church - Spalled and detached stone.



South Tower – Spalled Stone



South Tower – Deteriorated Leaded Window



South Tower - Spall Stone at Sill



Stone Tower – Spalled Stone



West Tower – Spalled Stone and Patches



West Tower- Spalled and Deteriorated Stone



West Tower – Cracked and Spalled Column Stones



North Tower – Window Deteriorated



North Tower – Spalled Stones



East Tower – Spalled Column Stones



East Tower – Spalled Stones



East Tower – Spalled Stones and Broken Windows

CONCLUSION: As directed by Xhevdet Celo, PE of the Forensic Engineering Department of NYC DOB, we offer this statement in conclusion.

Many of the conditions noted on the façade through our observations are unsafe. We advise the owner to assemble an appropriate professional team to direct a contractor to remove loose or unsafe materials from the façade, stabilize the remaining masonry and other façade elements, obtain any necessary work permits from NYC DOB and other regulatory parties and perform repairs to make the façade safe.

Very truly yours,



12/02/2021

Richard W. Lefever, PE
President

Exhibit O

April 2023 Façade MD Probe Report

FACADEMD
Architecture
and Engineering

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April 12, 2023

Probes were performed on October 31, November 14th and 17th of 2022 in accordance with LPC Permit # PMW-23-03714 dated 10/21/22.

Probe locations were chosen to learn more about the existing construction and condition of the wall at various details.

Non-destructive sounding was performed at and prior to the performance of each of the four masonry probe locations by Façade MD on October 13th. The sounding was documented in video and audio and resulted in varying degrees of soundness across each of the probe areas. This information was compared with the visual results of the probes.

Non-destructive testing was performed by Atkinson-Noland & Associates on October 31st at each of the four probe locations prior to the physical probing. The non-destructive testing included infrared (thermal), metal detecting, surface penetrating radar and visual verification of anchor locations with a borescope. The infrared and metal testing were unable to detect the presence of anchors.

Surface penetrating radar detected anomalies within the horizontal mortar joints. These anomalies were then further investigated by drilling holes into the mortar joint at each anomaly location, so that a borescope could be inserted for visual verification of anchors at those locations. The borescope identified metal anchors at many of these anomaly locations, but the condition of the anchors was unclear until the anchors were exposed when the stones were removed.

Mortar was drilled and/or cut around stones to remove the stones at each probe location.

<u>The results of the probes are as follows</u>:

Though the surface penetrating radar was able to identify likely locations of several anchors, the condition of the anchors and the connection of the anchors with the veneer stone and back-up masonry was not clear until the stones were removed and the anchors exposed for visual examination. The original construction appears to have included anchors securing the veneer stone to the masonry back-up periodically, and inserted into kerf cuts at the top of selected veneer stones.

<u>General observations from non-destructive testing and physical probes:</u>

Facing stones are between 4” and 5” in depth.

Though wall anchors were originally installed to bond the facing stone with the brick backup wall, they were often not engaged with the facing stone or have deteriorated to the point of not adding any bonding value to the wall.

Of the anchors that were present, none were serving as intended. All anchors observed were either corroded, or not engaged in the stone kerf. The extent of corrosion at many anchors obviously provides far lower than the intended lateral restraint capacity. This is also an indication that water is penetrating the mortar joints and traveling vertically down the back of the stones. It is likely that moisture traveling between the back of the stones and the face of the backup freezes and expands, breaking the bond of mortar between the back of the stones and the brick back-up wall. This is likely the cause of many of the unsatisfactory sounding readings.

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There is also little surface and/or planar roughness between the back side of the veneer stones and the back-up wall, allowing minimal frictional or mechanical bond between the masonry layers of the wall. We believe that new anchors need to be installed at approximately 2' on center to secure the veneer layer of stone to the backup wall, at all stone-faced facades.

The exact configuration of the anchors would be determined through design and submission to the LPC. For purposes of this exercise, we believe a reasonable assumption is that new anchors need to be installed at 2' on center. Though the current code requires that each and every veneer stone be anchored directly to the backup, which would necessitate either the removal and resetting of all stones or installation of anchors through each stone in-situ. For purposes of this exercise, we believe an acceptable improvement could be achieved by installing anchors into the stone joints and adhered into the backup wall, minimizing the aesthetic effect to the exterior landmark. Approximately 3,700 anchors will need to be installed.

In addition to this, the probes yielded the following information at particular locations:

Probe 1 demonstrated that this area of façade appears to have been built concurrently with the backup brick wall and not simply refaced, when the church was constructed.

Probe 2 demonstrated that the facing stone was constructed with the brick back-up wall. The brick back-up wall is approximately 16 inches thick. This is the location of a prior probe.

Probe 3 demonstrated that the back-up wall varies from 16" to 21" deep. This probe was performed at the side of the wood window surround, which was only attached to the masonry with finishing nails. We believe the window surrounds should be supplementally fastened to the masonry backup wall at all windows.

Lateral loads, most usually from positive and negative wind loads applied to the stained-glass windows, are transferred to the masonry wall at the perimeter. Window perimeters are of wood that is attached to the masonry backup wall only with light gauge nails, which support the windows through shear. It appears that additional anchorage needs to be added to the perimeter of the windows, to transfer the lateral load to the masonry more effectively. If protective glazing is to be installed on the exterior side of the windows, it would be best not to depend on the window, but the masonry surrounding the window, to support the lateral and horizontal loads placed on the windows. These improvements should be included in the Stained Glass Window scope of repairs.

Probe 4 demonstrated that though the anchor located in the deep window return appeared to be adequate condition, it was not set into the stone kerf properly. Also, the mortar at the back side of the stone was not adhered to the stone.

Very truly yours,

Richard W. Lefever, PE, LEED AP
President

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Description: **Facade Probes**

Project & Number: **165 West 86th Street - 21025**

Date: 1-9-23

Sketch No. **P1**

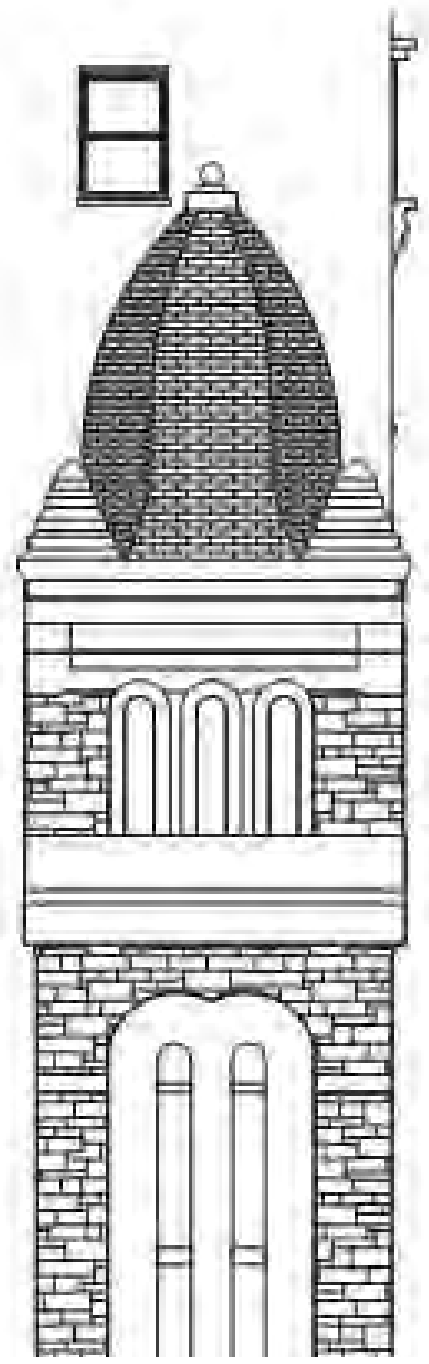
Facade Probe 1-4 - Prior to the removal of brownstone, each area was sounded and scanned with a metal detector, infrared camera and ultrasound. The only pretest that yielded useful information was the ultrasound, which were able to identify some anchor locations, but when stones were removed nearly every anchor had not been installed properly engaged with the stone or deteriorated to the point of being ineffective.
Brownstones was carefully removed at each probe location which were less than 10 SF each in order to comply with NYC DOB rules. Each location was reviewed by A/E, noting the condition each stone, anchor and detailing. Common backup brick was removed at probe 2 & 3 and replaced. Labeled brownstones were reinstalled with stainless steel threaded rods set into epoxy into backup. Re-set bricks and stones into 1:1:5 (Portland cement: hydrated lime: sand). Original stones were not available at probe 2, so common brick was installed to fill this portion of the hole.



Probe 1 - Brownstones carefully remove in area indicated , while observed by A/E. Temporarily shore stones. Carefully remove backup brick several courses to reveal coursing, thickness and any anchors. Purpose of probe is to document the condition of the stones, condition and spacing of anchors, and correlate, verify collected information from non-destructive testing, and detailing at original building wall. Once the A/E reviews, reinstall stones, with stainless steel threaded rods set into epoxy into backup. Re-set bricks and stones into 1:1:5 (Portland cement: hydrated lime: sand). At locations where stone is not in re -installable condition, install red brick to temporarily fill the void. Any salvageable, but not re-installable stones should be labeled, photographed and stored in the building.

Probe 6 - Lexan panel removed at exterior of window. Lexan simply attached with deteriorated sealant. Please see Liberty Glass Report for more information.

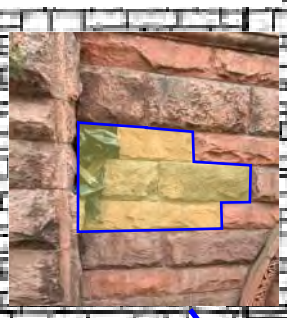




Probe 4 Face stones and backup brick were removed.

Probe 3 Face stones and backup brick were removed. Window frame attached to masonry backup with light gauge nails.

Probe 2 Face stones and backup brick were removed, along with backup brick.



Probe 5 - Lexan panel removed at exterior of window. Lexan simply attached with deteriorated sealant. Please see Liberty Glass Report for more information.





Top Of Current Sidewalk Bridge

West Elevation

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Description: **Facade Probes**

Sketch No. **P3**

Project & Number: **165 West 86th Street -** 21025

Date: 1-9-23



1- Probe 1



2 - Probe 1



3 - Probe 1



4 - Probe 1



5 - Probe 1



6 - Probe 1

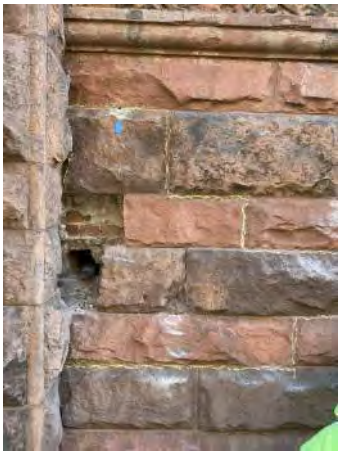
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Description: **Facade Probes**

Sketch No. **P3**

Project & Number: **165 West 86th Street -** 21025

Date: 1-9-23



7 - Probe 2



8 - Probe 2



9 - Probe 2



10 - Probe 2



11 - Probe 2



12 - Probe 2

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Description: **Facade Probes**

Sketch No. **P4**

Project & Number: **165 West 86th Street -** 21025

Date: 1-9-23



17 - Probe 3



18 - Probe 3



19 - Probe 3



20 - Probe 3



21 - Probe 4



22 - Probe 4

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Description: **Facade Probes**

Sketch No. **P5**

Project & Number: **165 West 86th Street -** 21025

Date: 1-9-23

Exhibit P

Façade MD Supplemental Report

FACADEMD Engineering

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July 29, 2025

NYC DOB

Re: 165 West 86th Street, New York, NY 10024
C-Construction Violation # 21-01507

To Whom It May Concern:

The intention of this document is to update a report prepared by this office and dated December 2, 2021.

Façade MD re-examined the façade of 165 West 86th Street from street level, from the sidewalk shed, and from available interior spaces, on July 22nd, 23rd and 24th of 2025.

During our visual re-examination, we noted that the surface deterioration evident at the sandstone exterior has continued to spall and exfoliate, leading to additional missing stone materials at many locations. Without close range access, to allow physical sounding of the sandstone surfaces, we must rely on visually apparent damage. The extent of visually apparent damage has clearly increased, as shown in the attached to our separate update of the December 2, 2021 report.

We also noted numerous fragments of original sandstone, and of cementitious patch repair material applied to the sandstone, on the sidewalk shed at both street-facing elevations. This is clear evidence that fragments of both the original sandstone and of repair mortar material continue to fall from the building walls, and collect on top of the sidewalk shed. We noted that the size of these fragments varies from small particles measuring fractions of an inch to large fragments measuring several inches in length, width and thickness.

Our estimate of visually apparent additional spalling and surface deterioration is between 5 and 10% of the quantities noted in our previous survey.

We also noted significant additional organic growth on sandstone surfaces, prompting our concern that the depth of penetration of this additional organic material into the sandstone will result in significant additional surface spalling and exfoliation. Again, without close range access, to allow physical sounding of the sandstone surfaces, we must rely on visually apparent organic growth. The extent of visually apparent organic growth has clearly increased, as shown in the attached to our separate update of the December 2, 2021 report.

We believe the additional organic growth adds validity to our estimate of between 5 and 10% of additional quantities for the surface spalling and exfoliation.

We were not able to examine the windows to any usable degree, and the roofs appear to be

largely unchanged, we are therefore keeping the recommended repair quantities for these items as noted previously.

As noted previously, many of the conditions found on the façade through our observations are unsafe. We advise the owner to assemble an appropriate professional team to direct a contractor to remove loose or unsafe materials from the façade, stabilize the remaining masonry and other façade elements, obtain any necessary work permits from NYC DOB and other regulatory parties and perform repairs to make the façade safe.

Very truly yours,

Richard W. Lefever, PE
President

Large sandstone fragments found on sidewalk shed, West Elevation - 07.22.2025



Additional large sandstone fragment on shed, West Elevation - 07.21.2025



Copper flashing/trim removed or fallen from gable roof, South Elevation - 07.21.2025



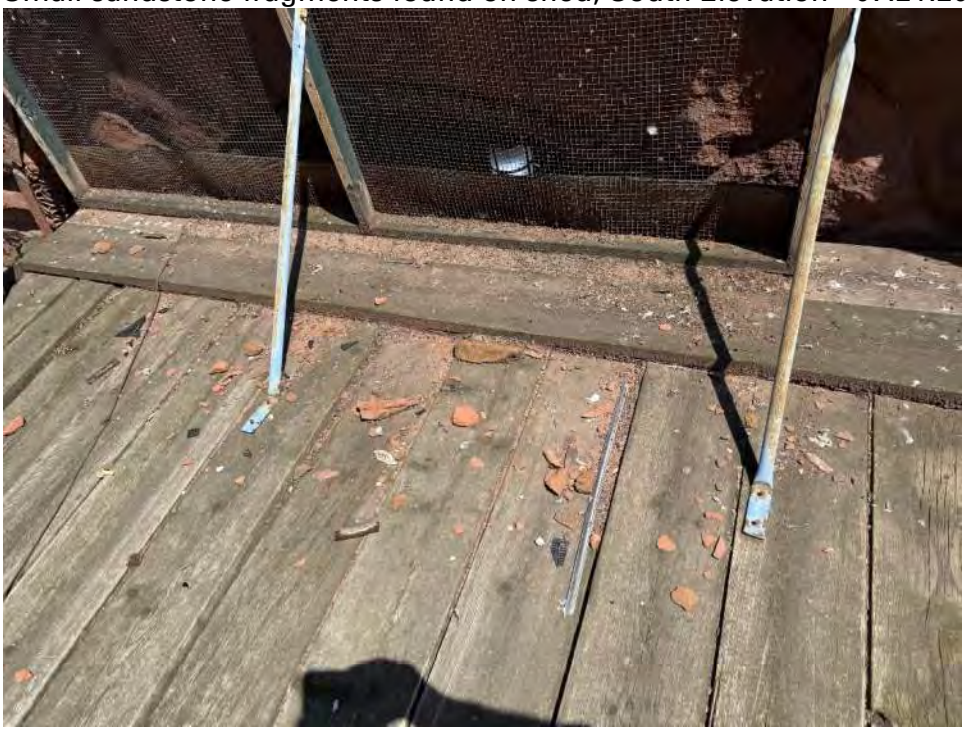
Cementitous patch material on shed, South Elevation - 07.21.2025



Large sandstone fragment found on shed, West Elevation - 07.21.2025



Small sandstone fragments found on shed, South Elevation - 07.21.2025



Deteriorated roof shingles, Sanctuary roof with partial repair – South side - 07.21.2025



Deteriorated roof shingles with partial repairs, Sanctuary roof – South side - 07.21.2025



Broken and detached roof shingles, Sanctuary roof – South side, 07.21.2025



COMPARATIVE PHOTOS

2021-Tower-West Facing



2025



2021-Tower-West Facing



2025



2021- Tower-West Facing



2025



2021- Tower-West Facing



2025



2021-West Elevation



2025



2021-West Elevation



2025



2021-West Elevation-Tower-more algae



2025



2021-West Elevation-Tower-more algae



2025



2021-South Elevation



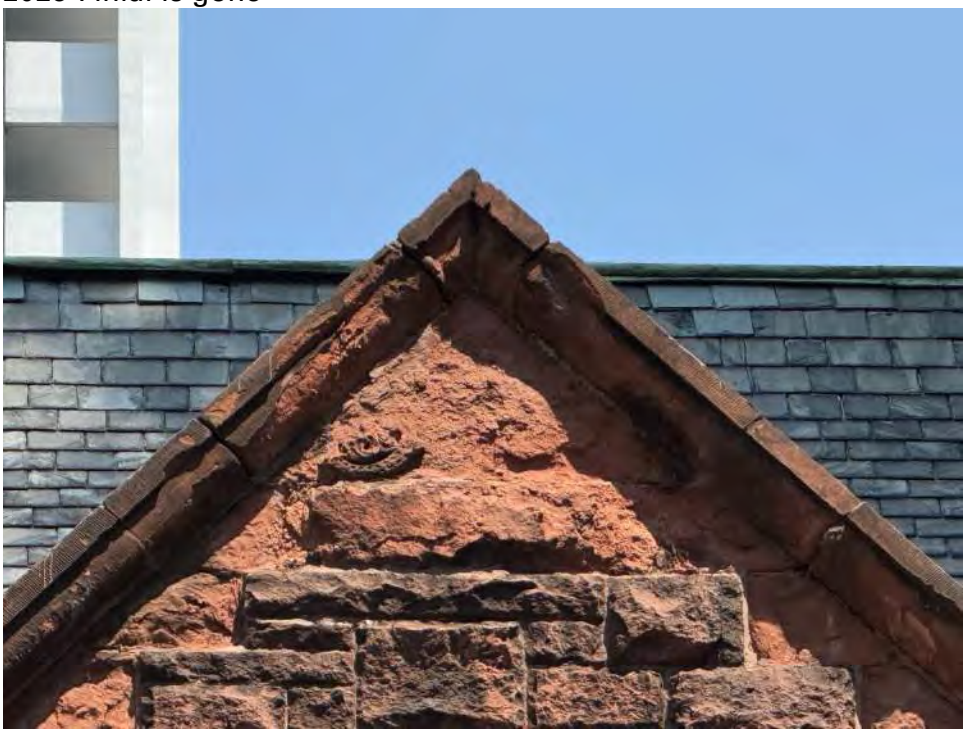
2025



2021-South Elevation-East End/Chapel



2025-Finial is gone



2021-South Elevation-Sanctuary-West Side



2025



2021-South Elevation-Sanctuary-West Side



2025



2021-West Elevation-Finial



2025



Exhibit Q

Façade MD Façade and Roof Repair Scope of Work

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December 13, 2021

FacadeMD reviewed the façade of 165 West 86th Street from close range at the street elevations with the use of a lift on November 9th, 10th and 11th of 2021.

Exterior related repairs are as follows:

Chapel Façade, Roof and Windows

Chapel – Façade - South Elevation

This façade faces 86th Street – Sandstone with brick back-up

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	40	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	100	
Replace Stone Large	One Unit 3 SF to 10 SF		
Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	15	Sills and free standing elements

Chapel – Façade - North Elevation

This façade faces the north back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	400	
Face Brick	SF	40	

Chapel – Façade - West Elevation – North End

This façade faces the west back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	60	
Reseal Coping Cross Jts	LF	30	
Replace Leader Pipe	LF	40	

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Chapel - Roof

The northern end of the chapel roof has recently been replaced with new asphalt shingles. The north side of the southern attic has recently replaced slate. The other three sides of the attic roof have original chapman ribbon slate. Many of the slates are missing or smeared over with tar, which often contains asbestos.

Repair	Unit	Total	Notes
Replace Slate Tile	EA	125	
Replace Copper Valleys	LF	24	
Replace Copper Ridge	LF	10	
Replace 2 Copper Skylights within Slate Roof	Each at 50 SF Each	2	

Chapel - Windows – South Elevation – 86th Street

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

Attic Windows – Wood Double Hungs

Window Type	Square Footage	No Units	Total	Notes
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	14		
Paint Frame and Sash In & Out	SF	16		
Seal Perimeter In & Out	LF	48		

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Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	4'-6" x 15' = 67.5 SF	2	135 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	5' x 17' = 85 SF	1	85 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	75		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	220		
Paint Wood Frame In & Out	LF	750		
Seal Perimeter In & Out	LF	270		
Replace Protective Glass	SF	220		

Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'x2' = 4 SF	6	24 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	24		
Paint Wood Frame In & Out	LF	50		
Seal Perimeter In & Out	LF	100		
Replace Protective Glass	SF	24		

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Chapel - Windows – North Elevation – Back Yard

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, on this elevation.

Top Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	4'x8'=32 SF	6	200 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	72		
Repair wood Sash	LF	60		
Reglaze Panes	SF	200		
Paint Frame and Sash In & Out	LF	475		
Seal Perimeter In & Out	LF	430		

Center Windows – Wood Frame with two sets of double hung windows with leaded glass panes.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Double Hund	4'x8'=32 SF	12	400 SF	
Wood Spandrels	4'x4'=16 SF	6	96 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	150		
Restore Wood Sash – Replacing some pieces	EA	24		All 24 sashes
Regalze with new glass	SF	192		All upper sashes
Replace Lead and Reglaze with Existing Glass	SF	192		All lower sashes
Paint Wood Frame In & Out	LF	800		
Seal Perimeter In & Out	LF	576		

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Lower Windows – Wood Frame with fixed lite leaded glass panes. Curved top.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Fixed Lites	4''x5'=20 SF	10	200 SF	
Leaded Glass Fixed lites with Curved Top	4'x4'=16 SF	5	80 SF	
Wood Double Hung With Fixed Lite	3'x12'=36 SF	1	36 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	55		
Restore Wood Sash – Replacing some pieces	LF	30		
Recreate Fixed Lite Sash Perimeters	EA	6		
Install New Leaded Glass	EA	3		Missing Sashes
Replace Lead and Reglaze with Existing Glass	SF	180		Existing Sashes
Paint Wood Frame In & Out	LF	450		
Seal Perimeter In & Out	LF	450		

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Basement Windows – Wood Double Hungs with a curved top

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	20		
Reglaze Panes	SF	14		
Install new glass	SF	16		
Paint Frame and Sash In & Out	LF	80		
Seal Perimeter In & Out	LF	80		

Chapel - Windows – West Elevation at North– Back Yard

There are two wood double hung windows with clear glass and curved tops on this elevation.

Middle and Lower Levels – Wood Double Hungs with a curved top

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	3'x12'=36 SF	2	72 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	96		
Paint Frame and Sash In & Out	LF	180		
Seal Perimeter In & Out	LF	128		

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Sanctuary Façade, Windows and Roof

Sanctuary - South Elevation

This façade faces 86th Street – Sandstone with brick back-up. Excludes the tower portion at the corner. Includes west return above roof at center of south entrance.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	20	
Replace Stone Small	One Unit Up to 1 SF	70	
Replace Stone Medium	One Unit 1 SF to 3 SF	150	
Replace Stone Large	One Unit 3 SF to 10 SF	4	
Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	3	Sills and free standing elements

Sanctuary - West Elevation

This façade faces Amsterdam Avenue – Sandstone with brick back-up. Excludes the tower portion at the corner.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF		
Replace Stone Small	One Unit Up to 1 SF	29	
Replace Stone Medium	One Unit 1 SF to 3 SF	218	
Replace Stone Large	One Unit 3 SF to 10 SF	34	
Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	1	Sills and free standing elements

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Sanctuary North Elevation, North at East Return and Chimney above East End of Roof

This façade faces the north back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	160	
Replace Coping Cross Joints	LF	70	
Replace Stone Medium at Chimney	EA	50	
Scrape and Paint Chimney Hood	SF	100	
Repoint Mortar At Chimney	SF	100	
Replace Brick Parapet	LF	25	Believed to be a 3 wythe brick wall which is bulging out several inches above the large round window.

Sanctuary Roof

This Roof is over the large sanctuary and has dormers on the south side, and is covered in deteriorated asphalt shingles. There is a small flat gutter roof at the north end. A terra cotta tile roof (tiles are ½"x6"x12") is located on the top of the center turret on the south elevation, over the entrance.

Repair	Unit	Total	Notes
Replace Asphalt Shingle Roof	SF	7,000	
Replace Gutter at South side	LF	300	
Replace Leader Pipes	LF	30	
Replace Terra Cotta Tiles Above South Stair	EA	50	
Replace Copper Ridge Above South Stair	LF	50	

Sanctuary - Windows – South Elevation – 86th Street

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

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Attic Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	1.5'x4'=8 SF	1	8SF	Curved Top
Wood 2 Sash Fixed Lite	3'x5'=15 SF	**2**	30 SF	Windows on Roof in Attic
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Reglaze Panes	SF	30		
Paint Frame and Sash In & Out	LF	110		
Seal Perimeter In & Out	LF	90		

Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'-6" x 9' = 22.5 SF	4	90 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	6" Dia = .7 SF	9	6 SF	Tiny Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	2' Dia = 3 SF	9	27 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	9' Dia = 64 SF	1	85 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame and Infill at Large Round Window	SF	15		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	320		
Paint Wood Frame In & Out	LF	600		
Seal Perimeter In & Out	LF	600		
Replace Protective Glass	SF	220		Large Window will Require and Engineered Support

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Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'-6"x5' = 7.5 SF	5	37.5 SF	Protective Glass at Exterior
Stained Glass	2'-6"x5' = 12.5 SF	4	50 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	87.5		
Paint Wood Frame In & Out	LF	700		
Seal Perimeter In & Out	LF	650		
Replace Protective Glass	SF	87.5		

Sanctuary - Windows – West Elevation – Amsterdam Avenue

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

Attic Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	2	16 SF	Curved Tops
Stained Glass	2'-6" x 7' = 17.5 SF	2	35 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	14		
Reglaze Panes	SF	50		
Paint Frame and Sash In & Out	LF	120		
Seal Perimeter In & Out	LF	120		

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Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	5'-6" x 20' = 110 SF	2	220 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	7' x 22' = 154 SF	1	154 SF	Curved Tops
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	390		
Paint Wood Frame In & Out	LF	900		
Seal Perimeter In & Out	LF	350		
Replace Protective Glass	SF	354		Only at Large Curved Top Windows

Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'x5' = 5 SF	2	10 SF	
Stained Glass	5'-6" Fan Lite	2	24 SF	Half Circle Above Doors
Stained Glass	7' Fan Lite	1	14 SF	Half Circle Above Doors
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	20		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	50		
Paint Wood Frame In & Out	LF	90		
Seal Perimeter In & Out	LF	90		
Replace Protective Glass	SF	50		

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Sanctuary - Windows –North Elevation– Back Yard

There are two wood double hung windows with clear glass and curved tops on this elevation.

Middle and Lower Levels – Wood Double Hungs with a curved top at eastern end

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	3'x12'=36 SF	2	72 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	96		
Paint Frame and Sash In & Out	LF	180		
Seal Perimeter In & Out	LF	128		

Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior. Facade located on property line

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'-6" x 9' = 22.5 SF	2	45 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	6" Dia = .7 SF	9	6 SF	Tiny Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	2' Dia = 3 SF	9	27 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	9' Dia = 64 SF	1	85 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame and Infill at Large Round Window	SF	10		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	163		
Paint Wood Frame In & Out	LF	400		

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Seal Perimeter In & Out	LF	500		
Replace Protective Glass	SF	135		Large Window will Require and Engineered Support

Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'-6"x5' = 7.5 SF	5	37.5 SF	Protective Glass at Exterior
Stained Glass	2'-6"x5' = 12.5 SF	2	25 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	12		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	62.5		
Paint Wood Frame In & Out	LF	550		
Seal Perimeter In & Out	LF	505		
Replace Protective Glass	SF	62.5		

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Tower Façade & Windows

Tower - South Elevation

This façade faces 86th Street from Sidewalk up to top – Sandstone with brick back-up.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	400	
Remove Loose Stone Surface Fragments	SF		
Replace Stone Small	One Unit Up to 1 SF	25	
Replace Stone Medium	One Unit 1 SF to 3 SF	5	
Replace Stone Large	One Unit 3 SF to 10 SF	220	

Tower - West Elevation

This façade faces Amsterdam Avenue from sidewalk up to top – Sandstone with brick back-up.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	30	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	110	
Replace Stone Large	One Unit 3 SF to 10 SF	75	

Tower – North Elevation

This façade faces the main roof looking north along Amsterdam Avenue – It extends from the roof up to the top.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	20	
Replace Stone Small	One Unit Up to 1 SF	3	
Replace Stone Medium	One Unit 1 SF to 3 SF	130	
Replace Stone Large	One Unit 3 SF to 10 SF	42	

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Tower - East Elevation

This façade faces the main roof looking east along 86th Street – It extends from the roof up to the top.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	300	
Remove Loose Stone Surface Fragments	SF	30	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	109	
Replace Stone Large	One Unit 3 SF to 10 SF	75	

Tower - Windows – South and West Elevations – Street Elevations

There is a mixture of louvers and clear glass and leaded glass in wood fixed lite, on this elevation.

Top Windows – Louvers

Window Type	Square Footage	No Units	Total	Notes
Aluminum Louvers In Wood Surround	2'-6"x9'=22.5 SF	6	135 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Paint Frame and Sash In & Out	LF	90		
Seal Perimeter In & Out	LF	75		

Center Windows – Wood Frame with Leaded Clear Glass in Wood Frames.

Window Type	Square Footage	No Units	Total	Notes
Leaded Glass Fixed Lites	2'-6"x30' = 75 SF	4	300 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	120		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	300		Of this, replace glass at 100 SF

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Paint Wood Frame In & Out	LF	500		
Seal Perimeter In & Out	LF	500		

Lower – Wood Double Hungs & Fixed Lites

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	4	32 SF	
Stained Glass	1'x5' = 5 SF	2	10 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Reglaze Panes	SF	35		
Paint Frame and Sash In & Out	SF	30		
Seal Perimeter In & Out	LF	30		

Tower - Windows – North and East Elevations – Above Sanctuary Roof

There is a mixture of louvers and clear glass and leaded glass in wood fixed lite, on this elevation.

Top Windows – Louvers

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Aluminum Louvers In Wood Surround	2'-6"x9'=22.5 SF	6	135 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Paint Frame and Sash In & Out	LF	90		
Seal Perimeter In & Out	LF	75		

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Center Windows – Wood Frame with Leaded Clear Glass in Wood Frames.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Fixed Lites	2'-6"x25' = 62.5 SF	4	250 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	100		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	250		Of this, replace glass at 100 SF
Paint Wood Frame In & Out	LF	450		
Seal Perimeter In & Out	LF	450		

Exhibit R

Façade MD Revised Scope of Work

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July 29, 2025

Façade MD re-examined the façade of 165 West 86th Street from street level, from the sidewalk shed, and from available interior spaces, on July 22nd, 23rd and 24th of 2025.

During our visual re-examination, we noted that the surface deterioration evident at the sandstone exterior has continued to spall and exfoliate, leading to additional missing stone materials at many locations. Without close range access, to allow physical sounding of the sandstone surfaces, we must rely on visually apparent damage. The extent of visually apparent damage has clearly increased, as shown in the attached to our separate update of the December 2, 2021 report. Our estimate of visually apparent additional spalling and surface deterioration is between 5 and 10% of the quantities noted in our previous survey.

We also noted significant additional organic growth on sandstone surfaces, prompting our concern that the depth of penetration of this additional organic material into the sandstone will result in significant additional surface spalling and exfoliation. Again, without close range access, to allow physical sounding of the sandstone surfaces, we must rely on visually apparent organic growth. The extent of visually apparent organic growth has clearly increased, as shown in the attached to our separate update of the December 2, 2021 report. We believe the additional organic growth adds validity to our estimate of between 5 and 10% of additional quantities for the surface spalling and exfoliation.

We were not able to examine the windows to any usable degree, and the roofs appear to be largely unchanged, so we are therefore keeping the recommended repair quantities for these items as noted previously.

Exterior related repairs are as follows:

Chapel Façade, Roof and Windows

Chapel – Façade - South Elevation

This façade faces 86th Street – Sandstone with brick back-up

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	325	
Remove Loose Stone Surface Fragments	SF	45	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	110	
Replace Stone Large	One Unit 3 SF to 10 SF		

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Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	15	Sills and free-standing elements

Chapel – Façade - North Elevation

This façade faces the north back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	425	
Face Brick	SF	45	

Chapel – Façade - West Elevation – North End

This façade faces the west back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	65	
Reseal Coping Cross Jts	LF	35	
Replace Leader Pipe	LF	45	

Chapel - Roof

The northern end of the chapel roof has recently been replaced with new asphalt shingles. The north side of the southern attic has recently replaced slate. The other three sides of the attic roof have original chapman ribbon slate. Many of the slates are missing or smeared over with tar, which often contains asbestos.

Repair	Unit	Total	Notes
Replace Slate Tile	EA	125	
Replace Copper Valleys	LF	24	
Replace Copper Ridge	LF	10	
Replace 2 Copper Skylights within Slate Roof	Each at 50 SF Each	2	

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Chapel - Windows – South Elevation – 86th Street

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

Attic Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	14		
Paint Frame and Sash In & Out	SF	16		
Seal Perimeter In & Out	LF	48		

Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	4'-6" x 15' = 67.5 SF	2	135 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	5' x 17' = 85 SF	1	85 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	75		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	220		
Paint Wood Frame In & Out	LF	750		
Seal Perimeter In & Out	LF	270		
Replace Protective Glass	SF	220		

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Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'x2' = 4 SF	6	24 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	24		
Paint Wood Frame In & Out	LF	50		
Seal Perimeter In & Out	LF	100		
Replace Protective Glass	SF	24		

Chapel - Windows – North Elevation – Back Yard

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, on this elevation.

Top Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	4'x8'=32 SF	6	200 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	72		
Repair wood Sash	LF	60		
Reglaze Panes	SF	200		
Paint Frame and Sash In & Out	LF	475		
Seal Perimeter In & Out	LF	430		

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Center Windows – Wood Frame with two sets of double hung windows with leaded glass panes.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Double Hung	4'x8'=32 SF	12	400 SF	
Wood Spandrels	4'x4'=16 SF	6	96 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	150		
Restore Wood Sash – Replacing some pieces	EA	24		All 24 sashes
Reglaze with new glass	SF	192		All upper sashes
Replace Lead and Reglaze with Existing Glass	SF	192		All lower sashes
Paint Wood Frame In & Out	LF	800		
Seal Perimeter In & Out	LF	576		

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Lower Windows – Wood Frame with fixed lite leaded glass panes. Curved top.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Fixed Lites	4''x5'=20 SF	10	200 SF	
Leaded Glass Fixed lites with Curved Top	4'x4'=16 SF	5	80 SF	
Wood Double Hung With Fixed Lite	3'x12'=36 SF	1	36 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	55		
Restore Wood Sash – Replacing some pieces	LF	30		
Recreate Fixed Lite Sash Perimeters	EA	6		
Install New Leaded Glass	EA	3		Missing Sashes
Replace Lead and Reglaze with Existing Glass	SF	180		Existing Sashes
Paint Wood Frame In & Out	LF	450		
Seal Perimeter In & Out	LF	450		

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Basement Windows – Wood Double Hungs with a curved top

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	20		
Reglaze Panes	SF	14		
Install new glass	SF	16		
Paint Frame and Sash In & Out	LF	80		
Seal Perimeter In & Out	LF	80		

Chapel - Windows – West Elevation at North– Back Yard

There are two wood double hung windows with clear glass and curved tops on this elevation.

Middle and Lower Levels – Wood Double Hungs with a curved top

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	3'x12'=36 SF	2	72 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	96		
Paint Frame and Sash In & Out	LF	180		
Seal Perimeter In & Out	LF	128		

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Sanctuary Façade, Windows and Roof

Sanctuary - South Elevation

This façade faces 86th Street – Sandstone with brick back-up. Excludes the tower portion at the corner. Includes west return above roof at center of south entrance.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	325	
Remove Loose Stone Surface Fragments	SF	25	
Replace Stone Small	One Unit Up to 1 SF	75	
Replace Stone Medium	One Unit 1 SF to 3 SF	165	
Replace Stone Large	One Unit 3 SF to 10 SF	5	
Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	3	Sills and free standing elements

Sanctuary - West Elevation

This façade faces Amsterdam Avenue – Sandstone with brick back-up. Excludes the tower portion at the corner.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	325	
Remove Loose Stone Surface Fragments	SF		
Replace Stone Small	One Unit Up to 1 SF	30	
Replace Stone Medium	One Unit 1 SF to 3 SF	230	
Replace Stone Large	One Unit 3 SF to 10 SF	35	
Replace 3D Stone	More than 2 Sides Exposed – Greater than 2 Cu Ft but not more than 12 Cu Ft	1	Sills and free standing elements

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Sanctuary North Elevation, North at East Return and Chimney above East End of Roof

This façade faces the north back yard and is a solid brick wall

Repair	Unit	Total	Notes
Repoint Brick Mortar	SF	175	
Replace Coping Cross Joints	LF	70	
Replace Stone Medium at Chimney	EA	55	
Scrape and Paint Chimney Hood	SF	100	
Repoint Mortar At Chimney	SF	100	
Replace Brick Parapet	LF	30	Believed to be a 3 wythe brick wall which is bulging out several inches above the large round window.

Sanctuary Roof

This Roof is over the large sanctuary and has dormers on the south side, and is covered in deteriorated asphalt shingles. There is a small flat gutter roof at the north end. A terra cotta tile roof (tiles are ½"x6"x12") is located on the top of the center turret on the south elevation, over the entrance.

Repair	Unit	Total	Notes
Replace Asphalt Shingle Roof	SF	7,000	
Replace Gutter at South side	LF	300	
Replace Leader Pipes	LF	30	
Replace Terra Cotta Tiles Above South Stair	EA	50	
Replace Copper Ridge Above South Stair	LF	50	

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Sanctuary - Windows – South Elevation – 86th Street

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

Attic Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	1.5'x4'=8 SF	1	8SF	Curved Top
Wood 2 Sash Fixed Lite	3'x5'=15 SF	**2**	30 SF	Windows on Roof in Attic
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Reglaze Panes	SF	30		
Paint Frame and Sash In & Out	LF	110		
Seal Perimeter In & Out	LF	90		

Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'-6" x 9' = 22.5 SF	4	90 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	6" Dia = .7 SF	9	6 SF	Tiny Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	2' Dia = 3 SF	9	27 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	9' Dia = 64 SF	1	85 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame and Infill at Large Round Window	SF	15		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	320		

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Paint Wood Frame In & Out	LF	600		
Seal Perimeter In & Out	LF	600		
Replace Protective Glass	SF	220		Large Window will Require and Engineered Support

Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'-6"x5' = 7.5 SF	5	37.5 SF	Protective Glass at Exterior
Stained Glass	2'-6"x5' = 12.5 SF	4	50 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	87.5		
Paint Wood Frame In & Out	LF	700		
Seal Perimeter In & Out	LF	650		
Replace Protective Glass	SF	87.5		

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Sanctuary - Windows – West Elevation – Amsterdam Avenue

There is a mixture of wood double hung windows with clear glass and leaded glass in wood fixed lite frames and operable windows, with protective glazing on the exterior on this elevation.

Attic Windows – Wood Double Hungs

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	2	16 SF	Curved Tops
Stained Glass	2'-6" x 7' = 17.5 SF	2	35 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	14		
Reglaze Panes	SF	50		
Paint Frame and Sash In & Out	LF	120		
Seal Perimeter In & Out	LF	120		

Center Windows – Wood Frame with Stained Glass within the Sash, some of which open. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	5'-6" x 20' = 110 SF	2	220 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	7' x 22' = 154 SF	1	154 SF	Curved Tops
Wood Double Hung	2'x4'=8 SF	2	16 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	390		
Paint Wood Frame In & Out	LF	900		
Seal Perimeter In & Out	LF	350		

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Replace Protective Glass	SF	354		Only at Large Curved Top Windows

Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'x5' = 5 SF	2	10 SF	
Stained Glass	5'-6" Fan Lite	2	24 SF	Half Circle Above Doors
Stained Glass	7' Fan Lite	1	14 SF	Half Circle Above Doors
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	20		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	50		
Paint Wood Frame In & Out	LF	90		
Seal Perimeter In & Out	LF	90		
Replace Protective Glass	SF	50		

<u>Sanctuary - Windows –North Elevation– Back Yard</u>

There are two wood double hung windows with clear glass and curved tops on this elevation.

Middle and Lower Levels – Wood Double Hungs with a curved top at eastern end

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	3'x12'=36 SF	2	72 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	8		
Reglaze Panes	SF	96		
Paint Frame and Sash In & Out	LF	180		
Seal Perimeter In & Out	LF	128		

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Center Windows - Wood Frame with Stained Glass within the Sash. Protective glass at exterior. Facade located on the property line

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	2'-6" x 9' = 22.5 SF	2	45 SF	Curved Tops with Protective Glass at Exterior
Stained Glass	6" Dia = .7 SF	9	6 SF	Tiny Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	2' Dia = 3 SF	9	27 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Stained Glass	9' Dia = 64 SF	1	85 SF	Smaller Circle Windows Within 14' Circle Opening - with Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame and Infill at Large Round Window	SF	10		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	163		
Paint Wood Frame In & Out	LF	400		
Seal Perimeter In & Out	LF	500		
Replace Protective Glass	SF	135		Large Window will Require and Engineered Support

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Lower Level – Wood Frame with Stained Glass within the Sash. Protective glass at exterior.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Stained Glass	1'-6"x5' = 7.5 SF	5	37.5 SF	Protective Glass at Exterior
Stained Glass	2'-6"x5' = 12.5 SF	2	25 SF	Protective Glass at Exterior
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	12		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	62.5		
Paint Wood Frame In & Out	LF	550		
Seal Perimeter In & Out	LF	505		
Replace Protective Glass	SF	62.5		

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Tower Façade & Windows

Tower - South Elevation

This façade faces 86th Street from Sidewalk up to top – Sandstone with brick back-up.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	400	
Remove Loose Stone Surface Fragments	SF		
Replace Stone Small	One Unit Up to 1 SF	25	
Replace Stone Medium	One Unit 1 SF to 3 SF	5	
Replace Stone Large	One Unit 3 SF to 10 SF	220	

Tower - West Elevation

This façade faces Amsterdam Avenue from sidewalk up to top – Sandstone with brick back-up.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	325	
Remove Loose Stone Surface Fragments	SF	40	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	120	
Replace Stone Large	One Unit 3 SF to 10 SF	80	

Tower – North Elevation

This façade faces the main roof looking north along Amsterdam Avenue – It extends from the roof up to the top.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	325	
Remove Loose Stone Surface Fragments	SF	25	
Replace Stone Small	One Unit Up to 1 SF	3	
Replace Stone Medium	One Unit 1 SF to 3 SF	140	
Replace Stone Large	One Unit 3 SF to 10 SF	45	

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Tower - East Elevation

This façade faces the main roof looking east along 86th Street – It extends from the roof up to the top.

Repair	Unit	Total	Notes
Repoint Stone Mortar	LF	325	
Remove Loose Stone Surface Fragments	SF	40	
Replace Stone Small	One Unit Up to 1 SF	0	
Replace Stone Medium	One Unit 1 SF to 3 SF	115	
Replace Stone Large	One Unit 3 SF to 10 SF	80	

Tower - Windows – South and West Elevations – Street Elevations

There is a mixture of louvers and clear glass and leaded glass in wood fixed lite, on this elevation.

Top Windows – Louvers

Window Type	Square Footage	No Units	Total	Notes
Aluminum Louvers In Wood Surround	2'-6"x9'=22.5 SF	6	135 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Paint Frame and Sash In & Out	LF	90		
Seal Perimeter In & Out	LF	75		

Center Windows – Wood Frame with Leaded Clear Glass in Wood Frames.

Window Type	Square Footage	No Units	Total	Notes
Leaded Glass Fixed Lites	2'-6"x30' = 75 SF	4	300 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	120		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	300		Of this, replace glass at 100 SF

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Paint Wood Frame In & Out	LF	500		
Seal Perimeter In & Out	LF	500		

Lower – Wood Double Hungs & Fixed Lites

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Wood Double Hung	2'x4'=8 SF	4	32 SF	
Stained Glass	1'x5' = 5 SF	2	10 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	16		
Reglaze Panes	SF	35		
Paint Frame and Sash In & Out	SF	30		
Seal Perimeter In & Out	LF	30		

Tower - Windows – North and East Elevations – Above Sanctuary Roof

There is a mixture of louvers and clear glass and leaded glass in wood fixed lite, on this elevation.

Top Windows – Louvers

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Aluminum Louvers In Wood Surround	2'-6"x9'=22.5 SF	6	135 SF	
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	90		
Paint Frame and Sash In & Out	LF	90		
Seal Perimeter In & Out	LF	75		

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Center Windows – Wood Frame with Leaded Clear Glass in Wood Frames.

Window Type	**Square Footage**	**No Units**	**Total**	**Notes**
Leaded Glass Fixed Lites	2'-6"x25' = 62.5 SF	4	250 SF	Curved Tops
Repair	**Unit**	**Total**		**Notes**
Repair wood frame	LF	100		
Replace Lead, Reglaze Panes and Reset into Wood Frames	SF	250		Of this, replace glass at 100 SF
Paint Wood Frame In & Out	LF	450		
Seal Perimeter In & Out	LF	450		

Exhibit S

Severud Structural Report

Severud Associates
CONSULTING ENGINEERS P. C.

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Edward M. DePaola
John A. Baranello, Jr.
Cawsie Jijina
Steven J. Najarian
Brian A. Falconer
Fortunato Orlando
J. Benjamin Alper

November 16, 2021

Re: #17072
Structural Observation Report
165 West 86th Street
New York, NY

Kenneth Horn
Alchemy Properties, Inc
800 Third Avenue, 22nd Floor
New York, NY

Dear Mr. Horn:

We visited the Church at the above listed address on October 13 and 20 and November 15, 2021 to perform a structural survey as per your request. We met with Church personnel who coordinated access throughout the building.

Scope

The purpose of the survey was to describe the existing building construction, its overall condition and to identify any structural deficiencies. The survey was limited to visual observations of accessible spaces only; no probing or destructive testing was performed. Areas of observation included the main sanctuary of the Church, including a crawlspace below the sanctuary floor which was partially accessible, a mezzanine that wraps the entire perimeter of the sanctuary and an attic above the sanctuary ceiling and below the roof. The attic and bell tower were accessed via hatches from the mezzanine. The floors, full cellar and attic of an adjoining three story building to the east of the sanctuary were also included in the survey, except for areas that are occupied by tenants. Most of the existing structural framing and bearing walls were concealed by finishes at the time of the survey, except for in the attic where most of the roof and ceiling support framing is exposed, and part of the crawlspace where some of the 1st Floor framing is exposed.

Facades were observed to a limited extent, as up-close access to the facades was only performed at the base. It is our understanding that an in-depth facade inspection is being performed by another facade inspector. The report from this inspection is pending, however photos from this inspection were provided and reviewed by us. In addition, we understand that another facade inspection was performed around ten years ago, and although the associated inspection report was not available for review, a budget for the resulting recommended facade repairs had been prepared at the time by a general contractor, which was also reviewed by us.

Building Description

The existing church, which was built in 1889-1890, is constructed of wood framing and brick bearing walls. The section of the building east of the sanctuary, commonly referred to as the rectory, which is used for offices, a gym and community/educational programming, is partially occupied. The exterior is

clad primarily in sandstone on the two street-facing sides and features various ornate stone features. A sidewalk bridge currently exists on these sides of the building. The other sides of the building are exposed brick bearing wall.

Floors consist of wood planks over wood joists spanning between brick walls and/or wood girders. The girders bear either on the brick walls or on timber columns which transition to brick piers at the cellar or crawlspace. The roof over the sanctuary is a gable-type with wood rafters that bear primarily on two wood trusses that span the length of the sanctuary. The bottom chords of these trusses are visible in the ceiling of the sanctuary but are covered in finishes, while the diagonals and top chord of the trusses are exposed and visible from the attic. The trusses bear directly on brick bearing walls.

The area under the sanctuary is a partial height crawlspace with no slab. A full-height cellar with a concrete slab on grade exists at the rectory, and partially extends beneath the main sanctuary section and transitions to the crawlspace. The timber columns transition to brick piers embedded in grade in the crawlspace.

Findings

1) A section of facade adjacent to 86th street, centered on the sanctuary space, was observed to be separated from the roof by up to 4". Water can flow freely through this gap into the church space within. In addition, wood joists supporting the sanctuary ceiling were also observed to be detached from this section of the wall. See Photos 1 and 2 below. This condition is concerning because the wall is not adequately braced against wind loads and the roof and sanctuary ceilings are not adequately supported.
Recommendation: Cordon off area adjacent to this wall within the sanctuary space and on the sidewalk/street. See attached plan for location. Brace the wall to the roof by adding stainless steel tie rods with backup plates and connect ceiling framing to the wall. Seal the gap between the roof and the wall. This condition is a public safety hazard and requires immediate attention.

2) Based on review of facade inspection photos and visual observations at the base of the Church, the sandstone facades exhibit deterioration in varying degrees from minor to severe. Areas of cracked, hollow sounding and delaminated stone surface were observed. See Photo 3 below. Large spalls, voids, pits and cracks were observed throughout. Some of the mortar joints were observed to have been repaired previously, and appear to be hard cement. Please note that this type of mortar differs from the lime-rich mortars that sandstone facades originally used, which are much more breathable and porous than conventional cement-based mortars. Therefore, the pointing that was done may be contributing to accelerated deterioration of the stone, since moisture tends to be trapped within the wall, increasing the likelihood of damage due to freeze-thaw cycles. These facade deficiencies constitute a public safety issue, as pieces of delaminated stone may become loose and fall.
Recommendation: Remove any loose and delaminated stone. Replace any deteriorated stone masonry units. Clean and repoint stone joints with flexible, breathable mortar, wherever cement mortar was used or wherever the existing mortar is loose or deteriorated. The provision of the sidewalk bridge is justified and must remain until the entire facade is restored.

3) Various through-cracks, areas of missing or deteriorated mortar, or signs of trapped moisture were observed at the exterior brick bearing walls at the north and east faces of the building. Signs of trapped moisture were observed from the inside face of the wall at the mezzanine of the sanctuary,

namely brown discolored finishes and bubbled or cracked plaster. At the rectory, two vertical cracks in the brick, approximately ten (10) feet long each and up to1/8" wide, were observed near the central window opening per Photo 4 below. It is estimated that such deterioration affects approximately 5 to 10 per cent of the overall surface area of the north and east walls.
Recommendation: Since the brick exterior walls also support the structural frame of the building, the noted deficiencies in the brick are a structural concern. Interior finishes should be removed to identify all such locations. Cracked and deteriorated sections of brick should be removed and replaced with new brick. Areas of missing or deteriorated mortar more than ½" deep should be power washed and pointed. The existing roof and mezzanine floors adjacent to these walls should be temporarily shored and braced during the restoration.

4) Various cracks and water discoloration on finishes were observed at the sanctuary ceiling or walls near or at the underside of existing wood trusses. These cracks occur at various locations along the span of the trusses, but they are particularly concentrated at the truss bearing ends. See Photo 5 below. The cracks indicate excessive deformation of the wood truss and/or excessive lateral movement or settlement in the brick bearing walls at the truss bearing points. These findings constitute a structural issue, since the trusses support a vast majority of the roof and sanctuary ceiling.
Recommendation: The bottom truss chords should be exposed by removing all finishes around them to determine locations and extents of splitting, rot and excessive deformation. The bearing walls near the truss bearing points should be exposed to determine the location and extent of wall deterioration. The bottom chord of the truss may be reinforced and stiffened by adding bolted steel plates. Steel brackets bolted to the brick support walls may be added to reinforce the bearing ends. The walls may be reinforced by adding strap plates and injecting cracks with adhesive sealant, or replacing deteriorated sections of the wall per item 3 above. Please note that in order to replace deteriorated sections of the bearing walls supporting the trusses, the trusses will require temporary shoring and bracing which will need to extend to the foundation.

5) At the east bearing end of the southernmost roof truss, the brick bearing wall has an approximately 20-foot-long wide vertical and stepped crack. See Photo 6 below. The crack is indicative of lateral movement of one section of the wall relative to the other, in the plane of the wall. On inspection of the condition at the top of the wall, no continuous horizontal member exists to restrain it against thrust from the roof rafters in the tributary section of roof adjacent to this wall.
Recommendation: A timber or steel tie rod should be introduced at the top of this wall, connecting to the roof rafters on each side, to restrain the wall and prevent the crack from opening up further. In addition, the crack should be filled solid with adhesive sealant.

6) A wood header and two joists supporting a stair and a portion of a storage room floor just north of the 86th Street entry vestibule were observed to be severely cracked and deformed. See Photo 7 below taken from the crawlspace below the sanctuary.
Recommendation: The existing floor should be shored, and the damaged header and joists should be replaced.

7) At the 86th street sidewalk, just west of the entryway, an existing vault covering with dimension approximately 8' x 4' was observed to be composed of plywood and small wood post without mechanical connection. See Photo 8 below.
Recommendation: The existing condition is inadequate and must be replaced by an engineered infill to safely support NYC code required loading for sidewalks.

8) A total of three voids in 12” existing brick bearing walls were observed in the cellar, with total area approximately 25 square feet. See Photo 9 below for two of the voids.
Recommendation: These voids should be filled solid with brick.

9) Cracks at the underside of the north-east egress stair landing at the 2nd floor were observed per Photo 10 below. These cracks indicate excessive deflection of the floor. Finishes should be removed for further inspection.
Recommendation: The condition may be repaired by stiffening the floor with additional wood framing.

10) The brick on all interior sides of the bell tower, which support the structure of the bell tower and also serve as backup to the sandstone facade, was observed to have areas of cracked, deteriorated or missing mortar. See photo 11 below. It is estimated that the condition affects approximately 25% of the surface area of the bell tower brick.
Recommendation: All areas of brick with missing or deteriorated mortar more than ½” deep shall be subject to power washing and pointing.

If you have any questions, comments or concerns, please do not hesitate to contact us.

Very truly yours,

Severud Associates

Muhammad Rahal, PE
Senior Associate

MTR/mmi



PHOTO 1: UNBRACED SECTION OF WALL



PHOTO 2: DETACHED WOOD FRAMING ADJACENT TO WALL



PHOTO 3: TYPICAL FACADE CONDITION



PHOTO 4: CRACKS IN BRICK EXTERIOR BEARING WALL



PHOTO 5: CRACKS AND DISCOLORATION NEAR BEARING END OF WOOD TRUSS



PHOTO 6: WIDE CRACK AT BRICK BEARING WALL EAST OF SANCTUARY



PHOTO 7: DAMAGED WOOD BEAM AND JOISTS UNDER ENRTY VESTIBULE



PHOTO 8: INADEQUATE SIDEWALK VAULT COVER SUPPORT



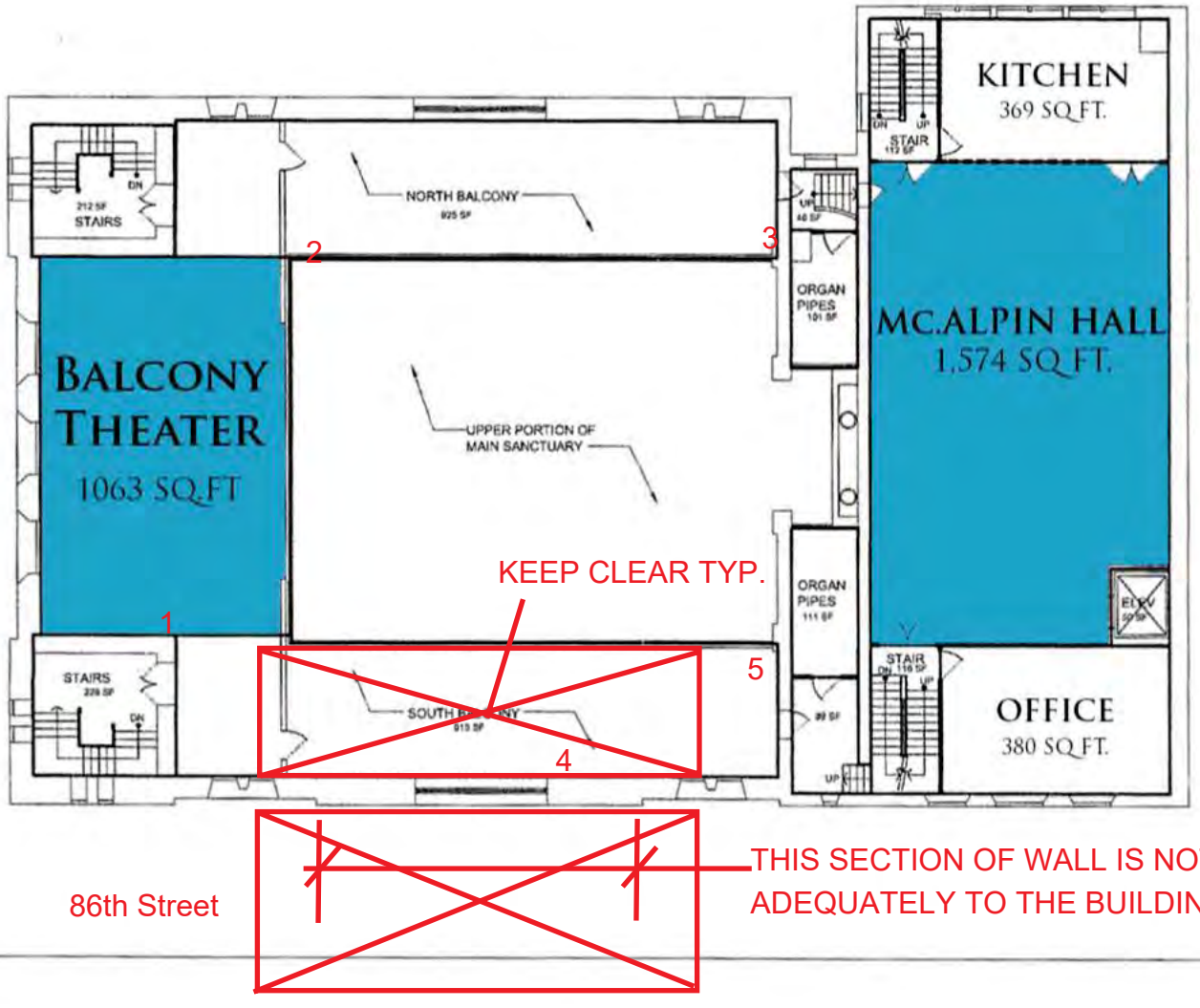
PHOTO 9: VOIDS IN BEARING WALL AT CELLAR



PHOTO 10: CRACKS AT STAIR LANDING UNDERSIDE



PHOTO 11: BELL TOWER BRICK REQUIRES POINTING



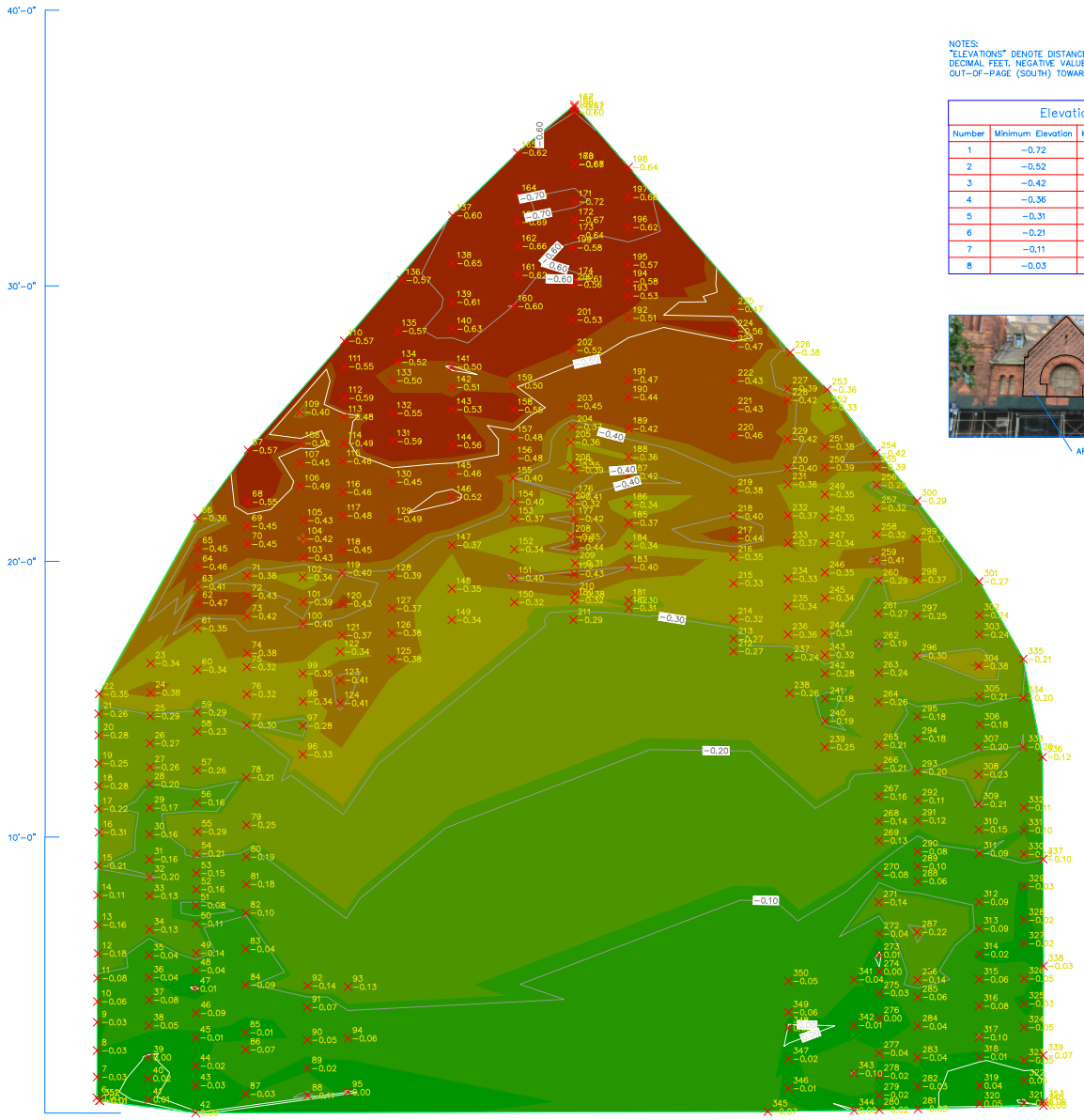
NOTE:
ALL DIMENSIONS & CONDITIONS SHOWN ARE APPROXIMATE & ARE SUBJECT TO FIELD VERIFICATION

EXISTING SECOND FLOOR
Scale: 3/32" = 1'-0"

WEST PARK PRESBYTERIAN CHURCH
165 WEST 86TH ST.
NEW YORK, N.Y. 10024

Exhibit T

Krypton Engineering Survey and Monitoring Report



NOTES:
"ELEVATIONS" DENOTE DISTANCE INTO PAGE (NORTH) IN DECIMAL FEET. NEGATIVE VALUES INDICATE PROTRUSIONS OUT-OF-PAGE (SOUTH) TOWARD W 86TH ST.

Elevations Table

Number	Minimum Elevation	Maximum Elevation	Area	Color
1	-0.72	-0.52	87.62	
2	-0.52	-0.42	90.94	
3	-0.42	-0.36	94.64	
4	-0.36	-0.31	89.72	
5	-0.31	-0.21	155.06	
6	-0.21	-0.11	179.36	
7	-0.11	-0.03	170.59	
8	-0.03	0.06	52.84	



AREA MAPPED

RECORDED POINT, SEQUENCE NUMBER, & DEPTH (FT)

KRYPTON ENGINEERING
307 McLean Avenue
Yonkers, NY 10705
(917) 475-6138
KRYPTONENG.COM

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PROJECT:
165 WEST 86th St.
New York, NY

SURFACE MAPPING
SOUTH FACADE

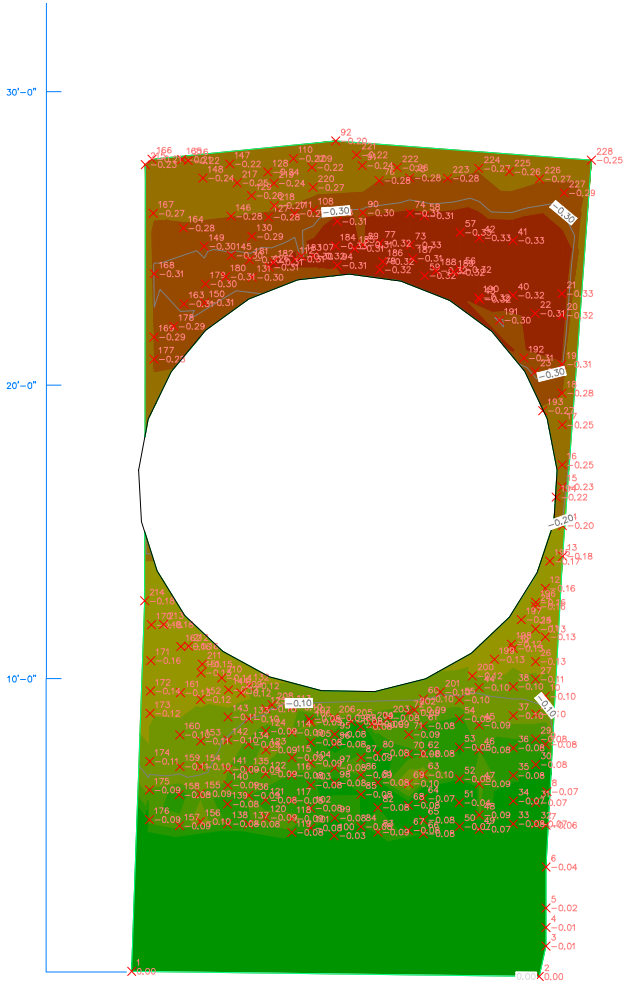
SEAL & SIGNATURE:

JOREL J. VACCARO, PE
NY PE 093362

TO THE BEST OF THE ABOVE'S PROFESSIONAL'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

DATE:	7/4/2022
PROJECT #:	22001
DRAWN/CHECKED:	JJV
SCALE:	1/2" = 1'-0"
PAGE:	01 OF 02

MP-100.00



NOTES:
"ELEVATIONS" DENOTE DISTANCE INTO PAGE (SOUTH) IN DECIMAL FEET. NEGATIVE VALUES INDICATE PROTRUSIONS OUT-OF-PAGE (NORTH) TOWARD W 87TH ST.

Elevations Table

Number	Minimum Elevation	Maximum Elevation	Area	Color
1	-0.33	-0.31	26.38	
2	-0.31	-0.28	33.93	
3	-0.28	-0.20	29.52	
4	-0.20	-0.12	20.28	
5	-0.12	-0.09	23.04	
6	-0.09	-0.08	15.54	
7	-0.08	-0.08	18.53	
8	-0.08	0.00	78.97	



AREA MAPPED

× RECORDED POINT, SEQUENCE NUMBER, & DEPTH (FT)

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PROJECT:
165 WEST 86th St.
New York, NY

SURFACE MAPPING
NORTH CHURCH FACADE

SEAL & SIGNATURE:

JORGE J. VACCARO, PE
NY PE 093362

TO THE BEST OF THE SEALING PROFESSIONAL'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES.

DATE:	7/4/2022
PROJECT #:	22001
DRAWN/CHECKED:	JJV
SCALE:	1/2" = 1'-0"
PAGE:	02 OF 02

MP-110.00

MONITORING REPORT

FOR

West Park Presbyterian Church

New York, NY 10024

DATE ISSUED: March 31st 2023

This report discusses the optical and vibration monitoring in proximity of the project site for the duration: July 12th, 2022 - ongoing



PREPARED FOR:

Roger Leaf, Chair
West Park Administrative Commission



KRYPTON ENGINEERING
307 McLean Avenue
Yonkers, NY 10705
(917) 475-6138
KRYPTONENG.COM

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I. Introduction

Krypton Engineering has been retained to provide tilt monitoring services for the above-referenced project. The monitored assembly is comprised of a stone-clad church building. The north and south facades in the vicinity of the large, circular stained-glass windows are to be monitored. An exterior façade mapping has been previously prepared by this office for each of these façades, indicating an initial tilting and bulging of these facades.

Each façade received two vertical tilt beams, installed from the interior adjacent to, on each side of, the circular window openings. Four (4) total beams and one (1) data logger were installed. Installation of beams was performed July 12, 2022 and baseline data collection was performed through the first two days of data collection.

II. Tilt Beam Installation and Data Collection

Following completion of equipment installation, performed as referenced above, approximately 2 days of baseline data was collected. Baseline data collection was completed and used so set initial readings to zero along a vertical axis. Monitoring data for tilt readings was then compared to this baseline data.

Tilt beam data will be reported as the angle of tilt of the beams, in radians. The vertical tilt beam tilt will be reported as the angle of the deviation from vertical (z) axis toward each horizontal axis. The beams are installed on vertical surfaces. The horizontal axes are as follows: alpha is into/out of the plane of the vertical surface/wall to be monitored; beta is along the plane of the surface/wall to be monitored. A positive alpha reflects an orientation of the top of the beam to a direction into the plane of the surface (wall) that it is mounted on) A positive beta angle reflects an orientation of the top of the beam to the right relative to the plane (normal surface) the beam is mounted on. To note, this is opposite a positive curve orientation based on the "right-hand-rule".

Tit Beams are located as follows:

Tilt Beam 55807 Location – Installed along the interior of the south wall (along West 86th St.) facing the interior of the building. The beam is to the west (right) of the circular stained-glass window

Tilt Beam 55808 Location – Installed along the interior of the south wall (along West 86th St.) facing the interior of the building. The beam is to the east (left) of the circular stained-glass window

Tilt Beam 55809 Location – Installed along the interior of the north (rear) wall facing the interior of the building. The beam is to the east (left) of the circular stained-glass window

Tilt Beam 55810 Location – Installed along the interior of the north (rear) wall facing the interior of the building. The beam is to the west (right) of the circular stained-glass window

III. Data analysis

Tilt beam data analysis will be provided monthly or at another predetermined tolerance as required by the project team.

Four tilt beams have been installed across the above-discussed interiors of the building facades. Tilt beam data is automatically recorded three times per day for both vertical axes of each tilt beam. Tilt beams will report their orientation in alpha and beta angles, discussed above. The angle of orientation, and the change of that angle over time, is of particular interest to the engineering team. A typical threshold angular deflection in either vertical axis is **0.0021 radians** or **0.12 degrees.** This constitutes an "L/480" deflection along the length of the 1-meter beam, or approximately 1/16" of displacement across the beam length.

The actual component that is monitored by this beam may be moving uniformly or may be separating, bending, bulging or otherwise moving in parts. The beam angle that is reported is indicating relative orientation of the two ends of the beam at their attachment points. End-point deflection may be calculated as follows:

Length of beam * tangent of the reported alpha or beta angle (in radians)
The beam length of 1 meter, or approximately 39 inches, may be substituted:

$1m * \tan(\alpha \text{ or } \beta) = \Delta$

For instance, a recorded angle of 0.0256 radians, or 1.4688 degrees will indicate a relative displacement of approximately 1 inch between the top and bottom connection points of the 39-inch tilt beam.

Again, this may or may not translate to a total displacement of a taller or longer wall depending upon whether that component is moving uniformly.

Tilt beams installed on the surface of or with building components that are subjected to thermal variations, particularly those directly exposed to sunlight, typically report changes due to thermal expansion and contraction. These changes can be observed daily and seasonally. Depending upon the underlying material's thermal expansion properties, the data may appear to be significant. The resulting data often appears in a cyclical pattern and is typically identifiable as such. Consult with the structural engineering team to better incorporate material properties into analysis of reported data.

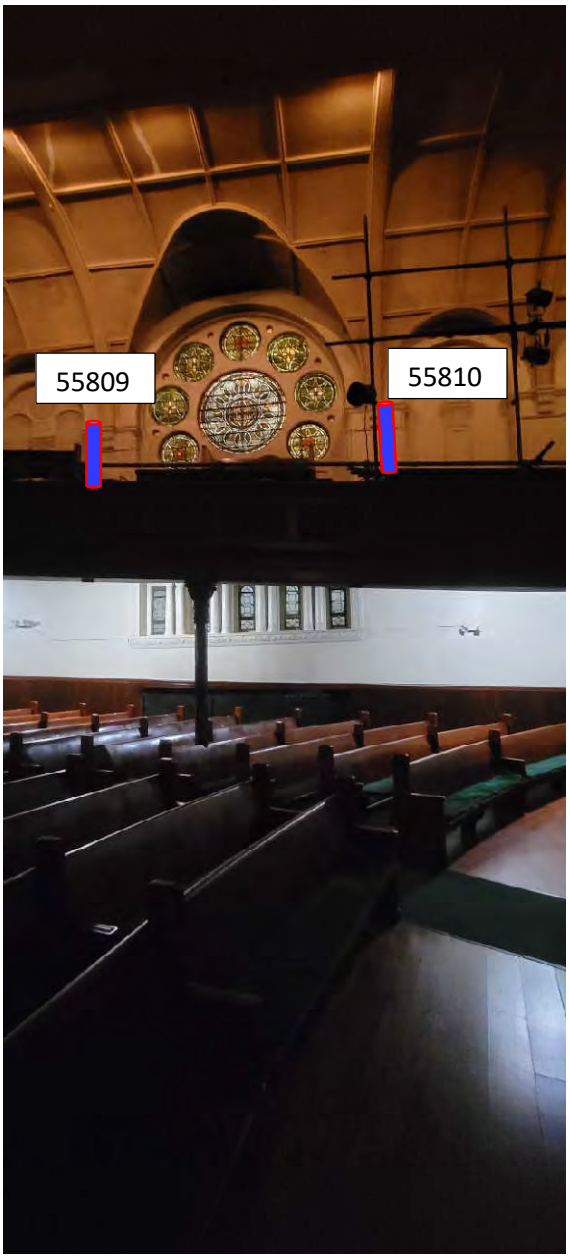
IV. Summary of Results

Tilt beam data is to be downloaded from data collection unit on-site at scheduled frequency and reported following collection. The data is reviewed for exceedances to angular rotation threshold.

Monthly data will be provided in the report appendix.

Based on data and analysis through the date of this report, threshold value of Beam 55807 has exceeded above-referenced threshold of 0.0021 radians in Δβ. Review of any bracing implementation and structural conditions should be performed.

Appendix I – Location map



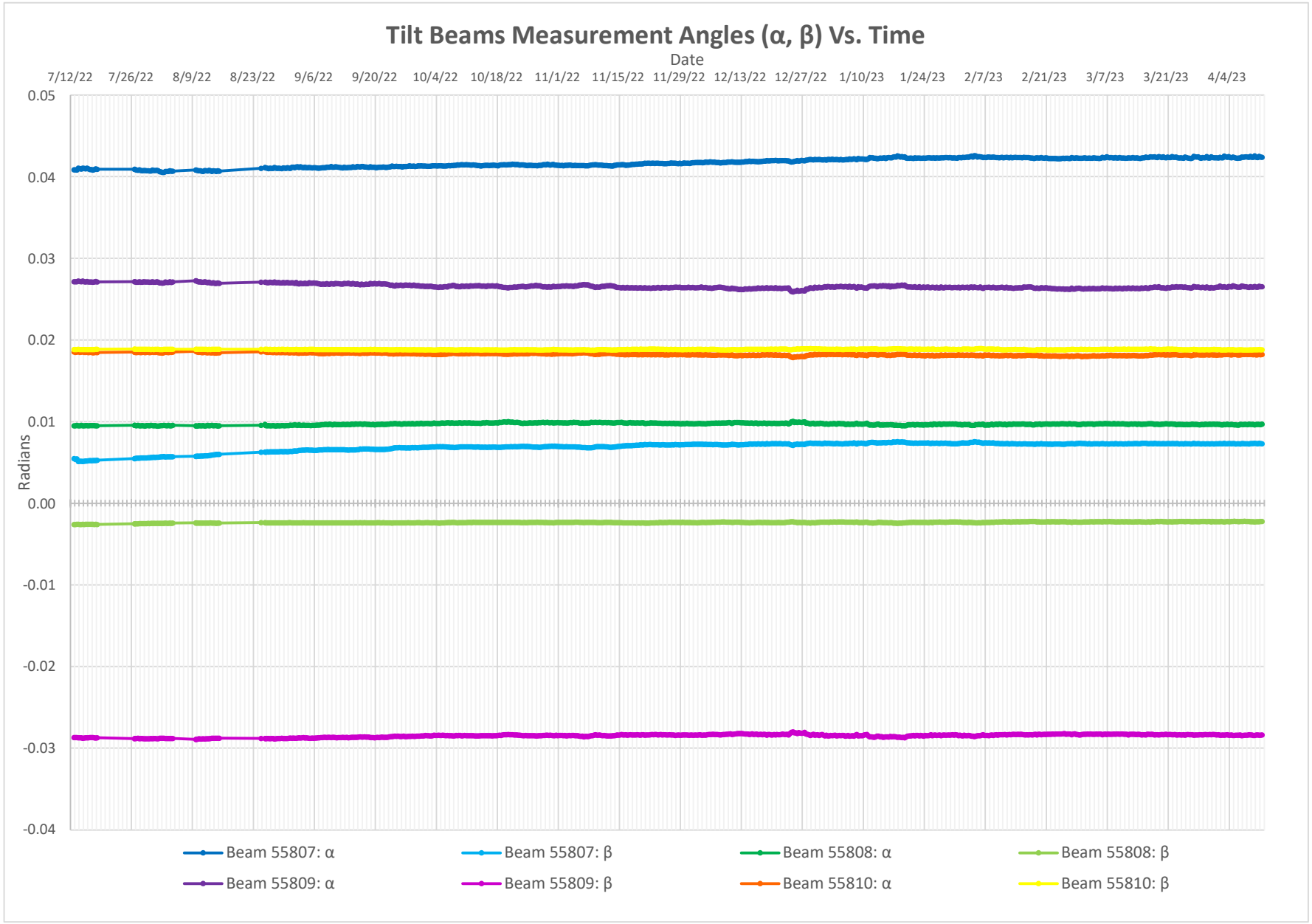
Interior of North Wall



Interior of South Wall

Appendix II –Tilt Beam Logs

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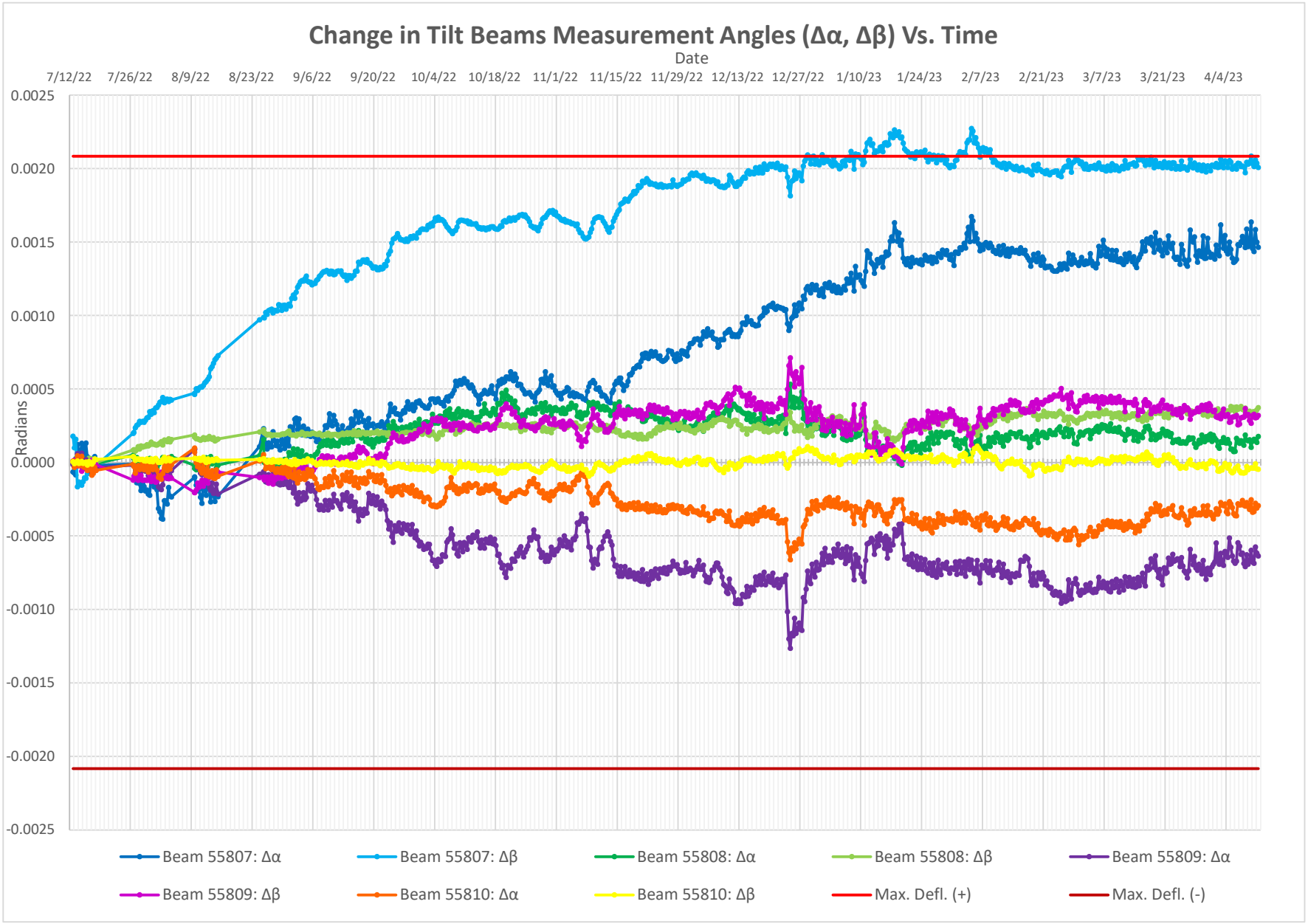


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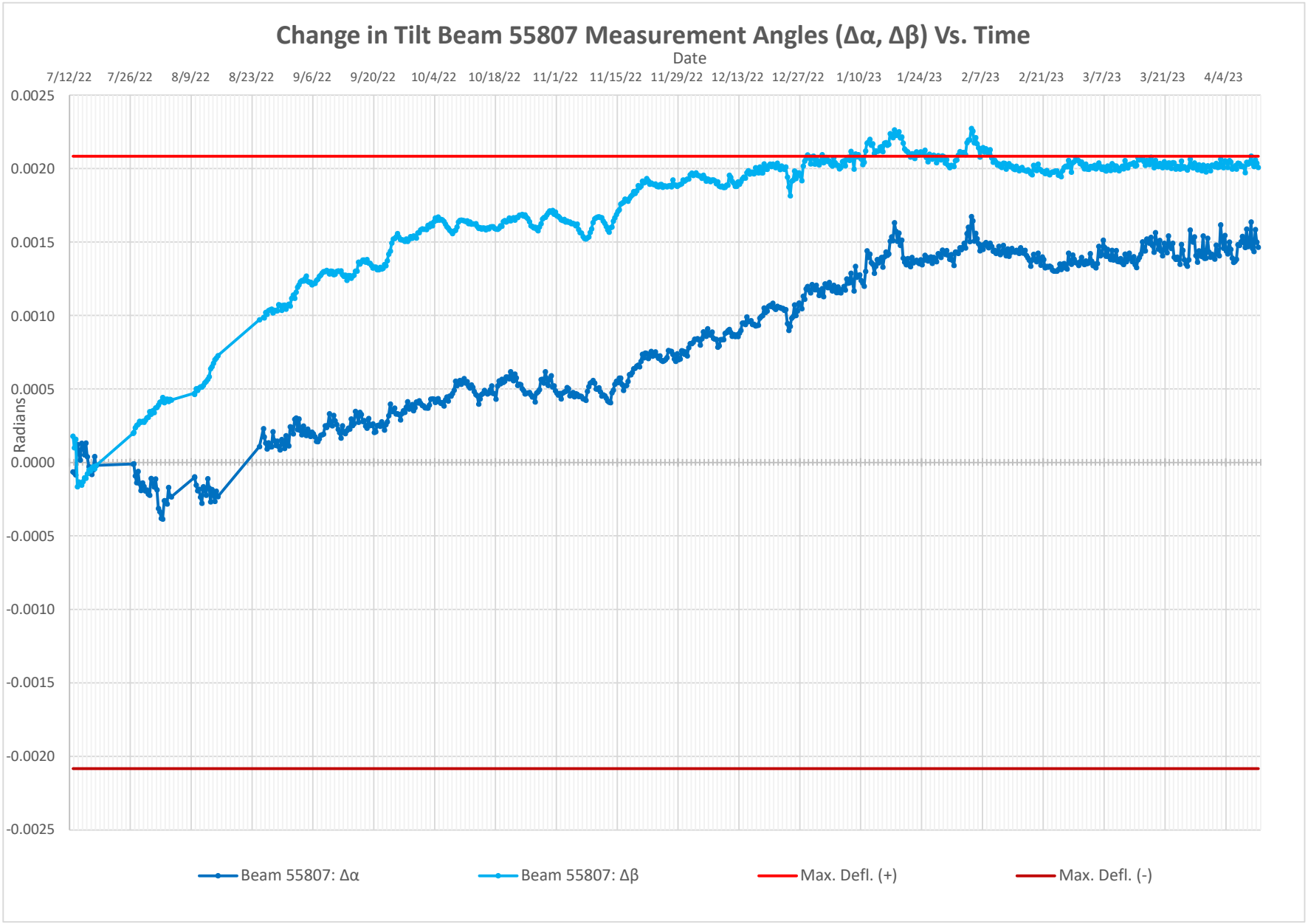


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Appendix II.A Tilt Beam #1 EB55807

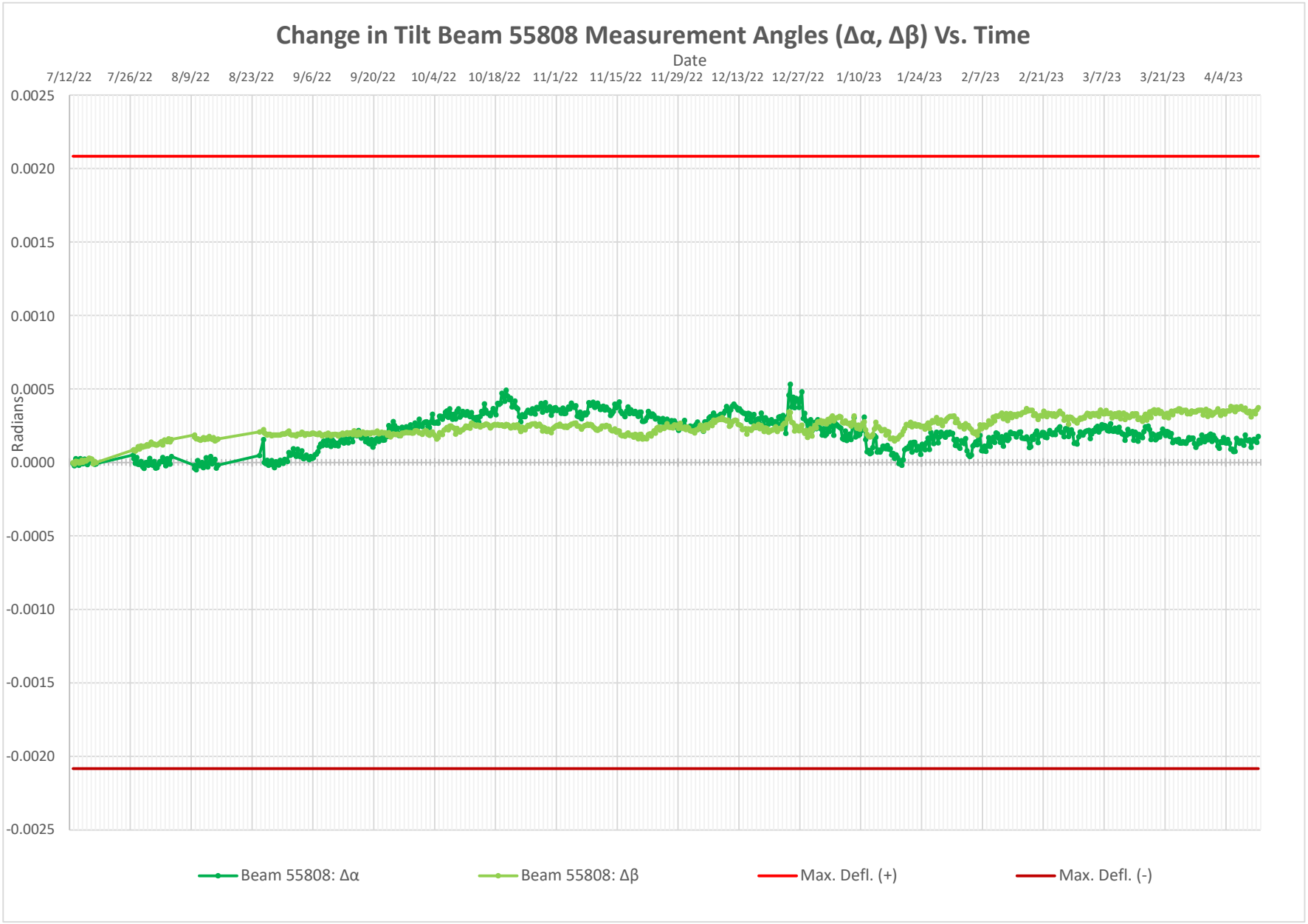


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Appendix II.A Tilt Beam #2 EB55808

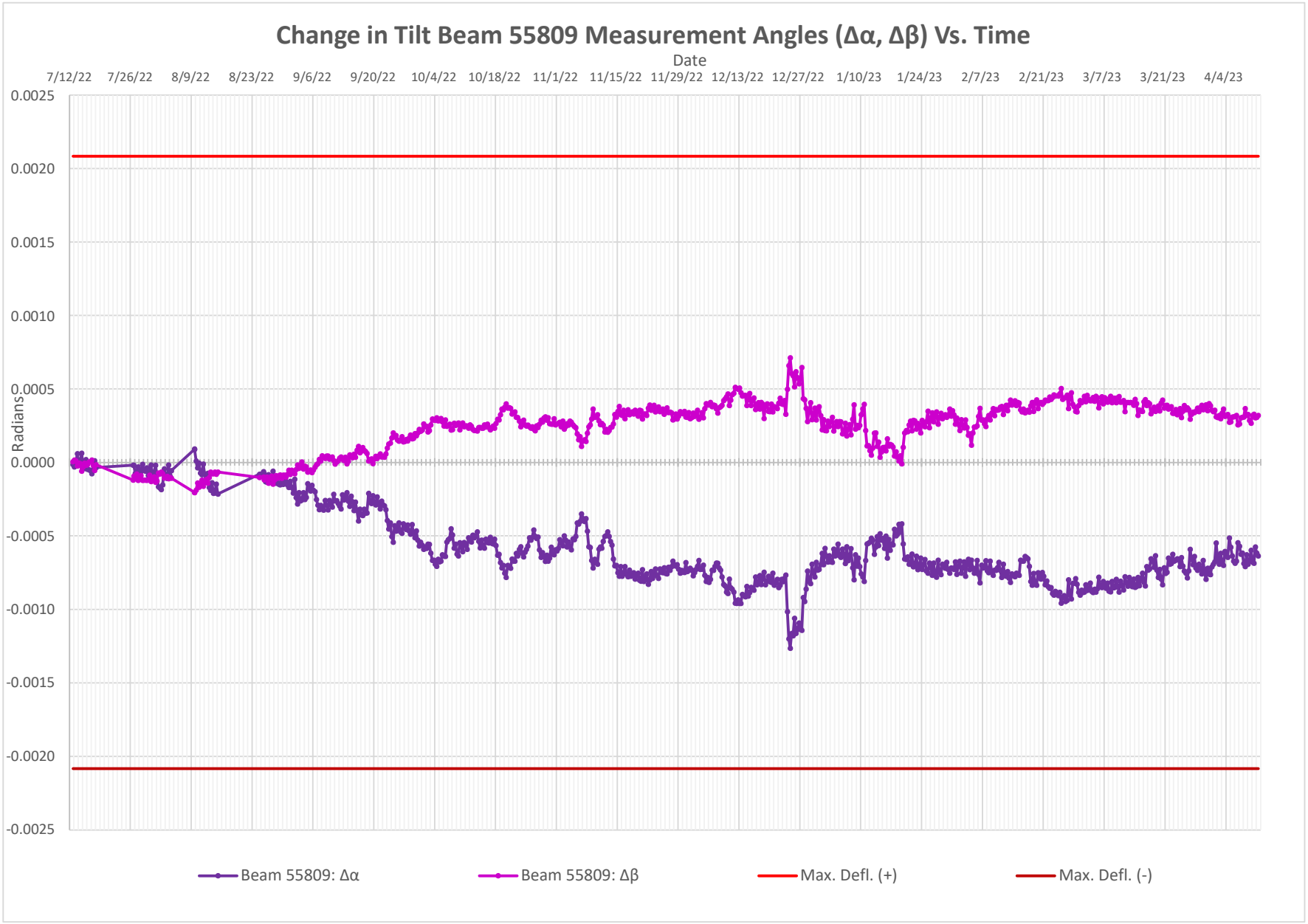


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Appendix II.A Tilt Beam #3 EB55809

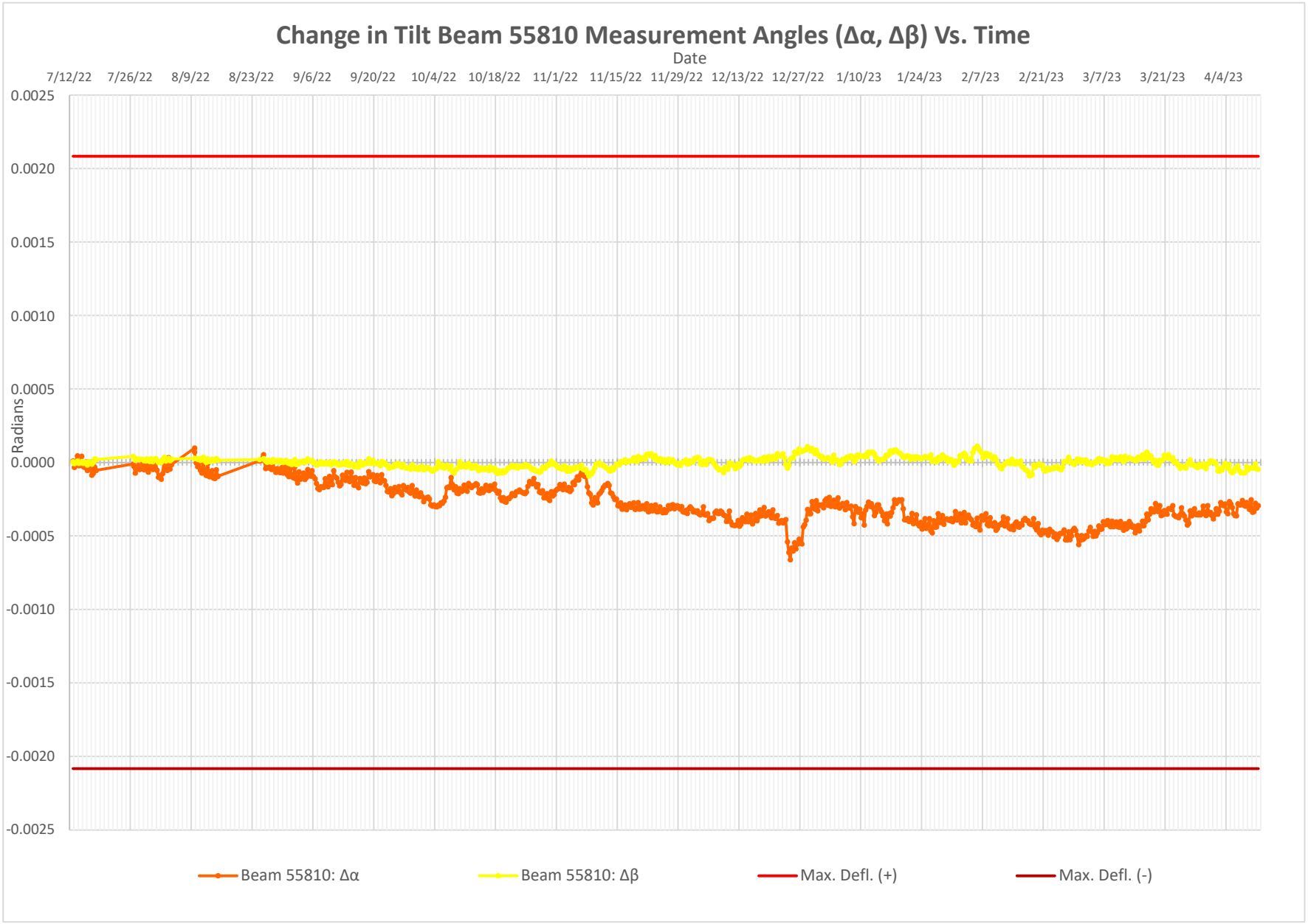


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Appendix II.A Tilt Beam #4 EB55810



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Exhibit U

Severud Wall Stabilizing Recommendations Letter

Severud Associates
CONSULTING ENGINEERS P. C.

469 Seventh Avenue • New York, New York 10018 • (212) 986-3700

Edward M. DePaola
John A. Baranello, Jr.
Cawsie Jijina
Steven J. Najarian
Brian A. Falconer

Fortunato Orlando
J. Benjamin Alper

July 15, 2022

Re: #17298
North and South Wall Lean
West Park Church
165 West 86th Street
New York, NY

Roger Leaf
West Park Administrative Commission
165 West 86th Street
New York, NY

Dear Mr. Leaf:

The purpose of this letter is to discuss additional findings and recommendations related to the structural condition of the church building located at the above listed address, subsequent to our initial condition survey and report that was issued in late 2021. This narrative provides a narrower focus on the structural implications of the outward lean that has been detected in the central sections of the north and south exterior walls. The south wall is 8" sandstone with solid brick backup, and the north wall is solid brick.

Surveys of the north and south walls in the area of existing round stained-glass windows were performed and documented by Krypton Engineering in July of this year. The results of these surveys, in the form of facade maps, were reviewed and analyzed by us. The maps indicate that the south wall is leaning outwards toward the top by a dimension of approximately 8" over a height of 33 feet, and the north wall is leaning outwards toward the top by approximately 4" over a height of 18 feet. These deflections are excessive in our professional opinion. It is structurally concerning because walls with significant lean are subject to out of plane bending forces due to the eccentricity of the center of gravity of these walls with respect to the center of the wall at the base. The out of plane bending forces induced by the lean adds to the compressive stress on the outside face of the walls which are already in questionable condition due to weathering and age.

Based on our observations to date, the lean in the exterior walls is most likely due to a horizontal outward thrust imposed by the roof rafters and dormer "hip" beams on the walls. The rafters and hip beams are held up primarily by a system of wood trusses with steel tension rods. Although it is normal for such wood roof systems to slacken and deflect over time, based on observations and analysis, the existing rafters and hip beams appear to have shifted more than normal. Based on our preliminary calculations, the expected maximum stresses in the leaning masonry walls, when subjected to code snow and wind loads are approximately 25% higher than what is normally allowed for historical masonry structures. Please note that although a brace was installed at the inside face of the south wall in December of last year in response to a DOB emergency condition, this brace was not designed to specifically address the outward lean in the south wall, which we were not aware of at the time.

As a result of our observations and preliminary analysis, we recommend that the following actions are taken to ensure the continued safety and stability of the church:

1) Probe existing structure to provide more comprehensive analysis of the structural integrity and stability of the exterior walls and roof trusses. Probes include pilot holes at the exterior walls on all levels to determine the thickness of brick backup, existence of any voids or gaps, and condition of existing mortar. Remove plaster finishes at primary truss bottom chord bearing ends and mid span, to determine if there is any significant cracking, rot, or excessive stress in the wood members that are currently concealed. Please note that in our experience, non-invasive methods such as borescope probing are not reliable due to the presence of various materials around the wood members, such as furring strips, lath, and plaster debris, which would hinder the view of the wood surface.

2) Engage a licensed surveyor to install tilt beams on the inside face of the north and south walls near the round stained-glass windows (COMPLETED.) Monitor the walls for further movement on a monthly basis. This will indicate if the movement in the roof and walls has stabilized or if there is continued movement.

3) Subject to completion of the investigation, install a system of steel girts against the existing north and south walls with tie rods between the two sides of the building. The purpose of the girt system is to reinforce the walls to prevent excessive stresses in the masonry units and mortar joints, and to stabilize the roof system so that the tops of the walls do not continue to thrust outwards. A preliminary example of this system is illustrated on the attached conceptual sketches. The scope of the stabilization system may change based on the results of the investigation.

4) Tighten all existing truss tie rods, mechanically fasten rafters at support points and add additional tie rods at rafter supports so that the roof does not continue to shift and impose outward thrust on the exterior walls. See attached conceptual building section for locations. The scope of the reinforcement may change based on the results of the investigation.

If you have any questions, comments or concerns, please do not hesitate to contact us.

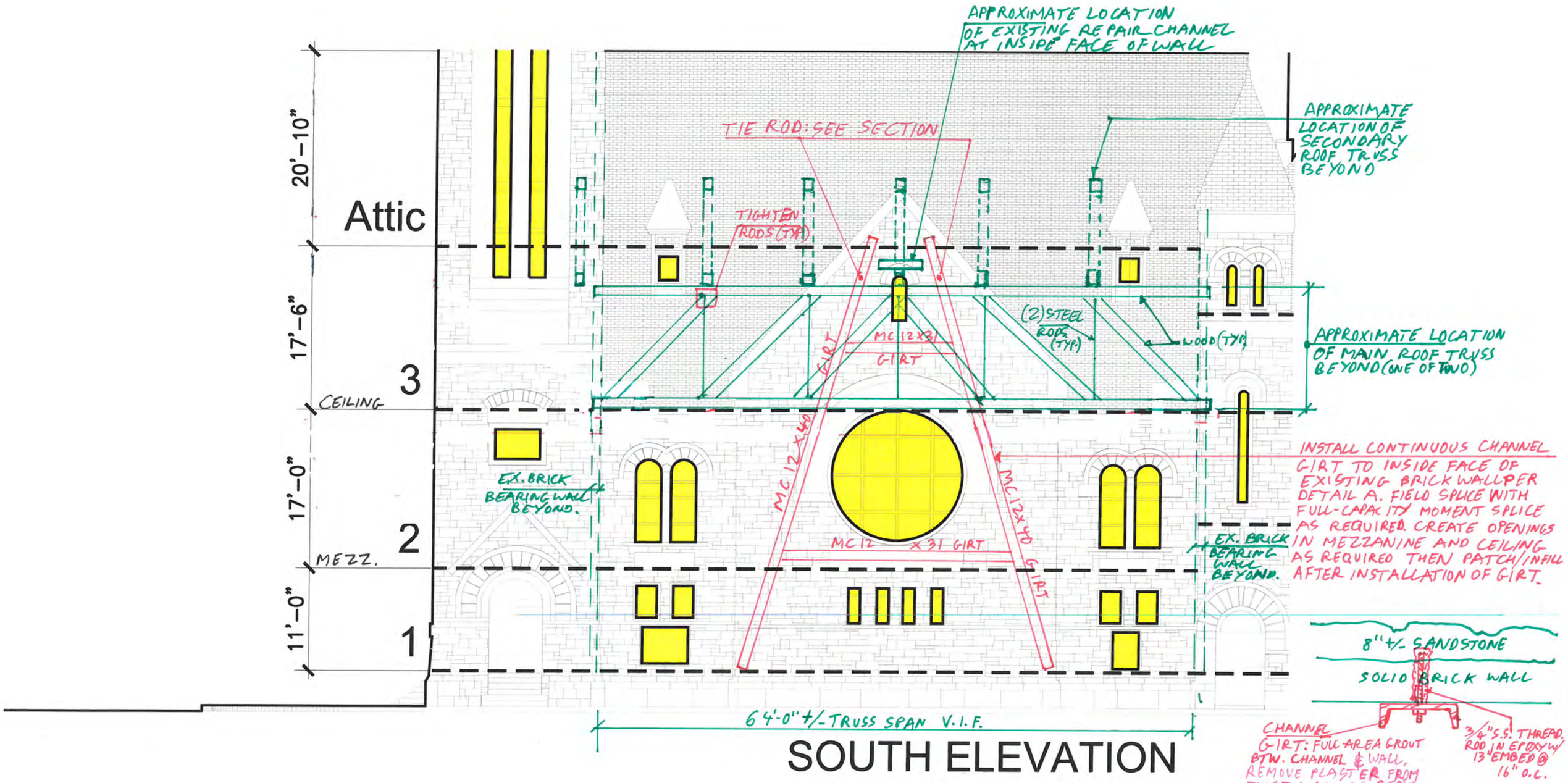
Very truly yours,

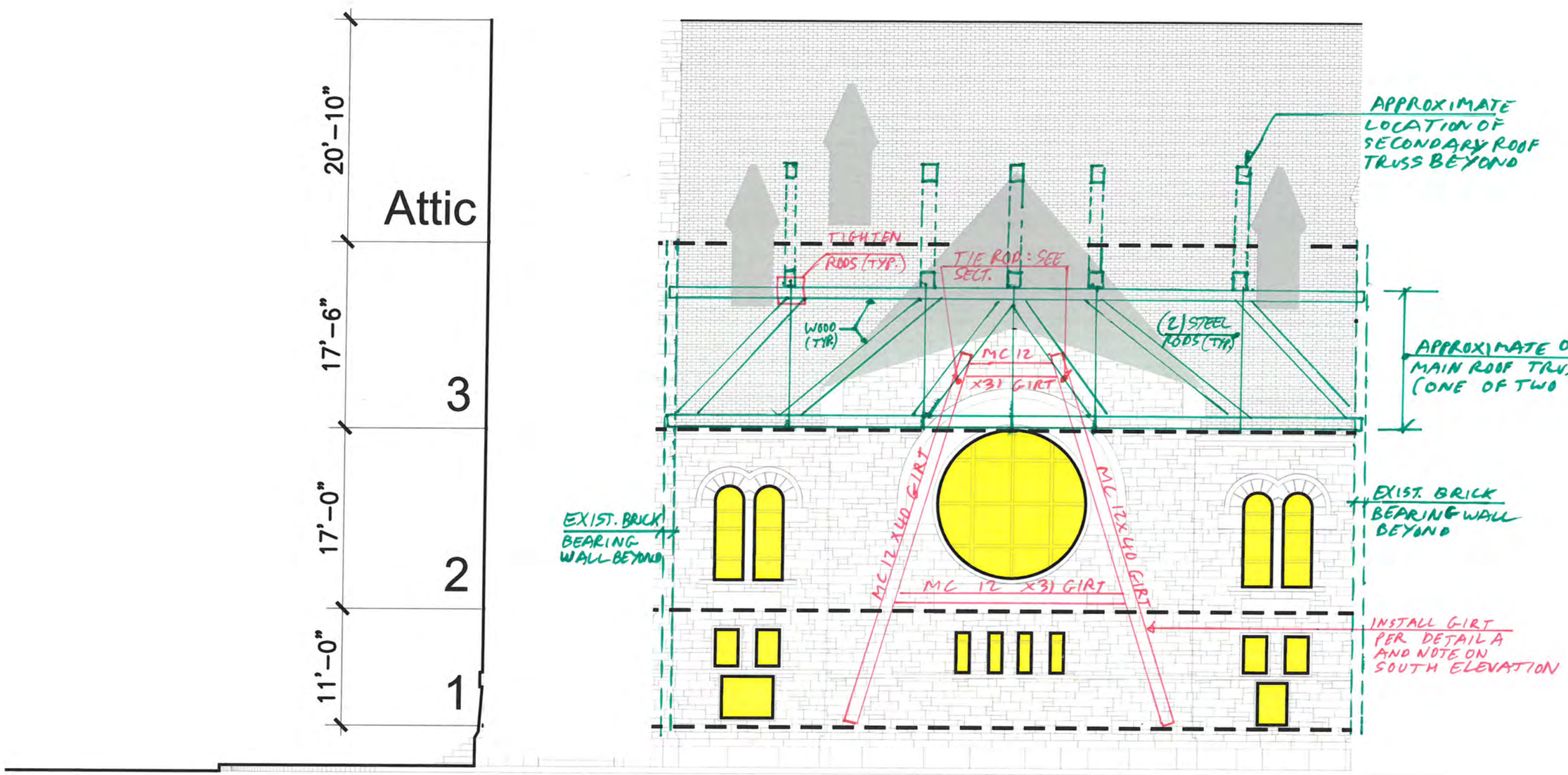
Severud Associates



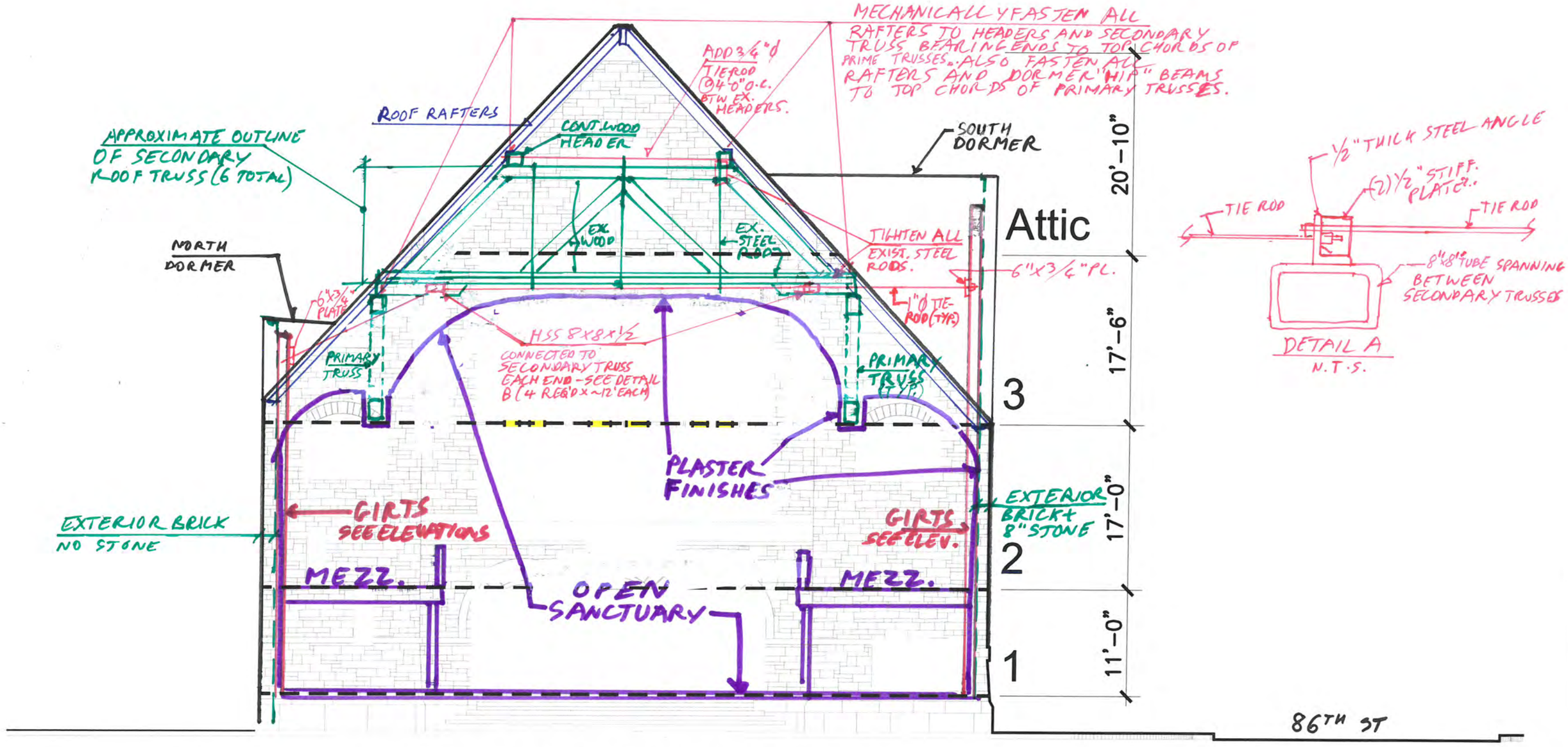
Muhammad Rahal, PE
Senior Associate

MTR/mmi


APPROXIMATE LOCATION OF EXISTING REPAIR CHANNEL AT INSIDE FACE OF WALL
APPROXIMATE LOCATION OF SECONDARY ROOF TRUSS BEYOND
TIE ROD: SEE SECTION
TIGHTEN RODS (TYP.)
(2) STEEL RODS (TYP.)
WOOD (TYP.)
APPROXIMATE LOCATION OF MAIN ROOF TRUSS BEYOND (ONE OF TWO)
MC 12X31 GIRT
MC 12X40
MC 12 X 31 GIRT
MC 12X40 GIRT
INSTALL CONTINUOUS CHANNEL GIRT TO INSIDE FACE OF EXISTING BRICK WALL PER DETAIL A. FIELD SPLICE WITH FULL-CAPACITY MOMENT SPLICE AS REQUIRED. CREATE OPENINGS IN MEZZANINE AND CEILING AS REQUIRED THEN PATCH/INFILL AFTER INSTALLATION OF GIRT.
EX. BRICK BEARING WALL BEYOND.
EX. BRICK BEARING WALL BEYOND.
20'-10"
17'-6"
17'-0"
11'-0"
Attic
3
CEILING
2
MEZZ.
1
64'-0" +/- TRUSS SPAN V.I.F.
SOUTH ELEVATION
8" +/- SANDSTONE
SOLID BRICK WALL
CHANNEL GIRT: FULL AREA GROUT BTW. CHANNEL & WALL. REMOVE PLASTER FROM EXIST. WALL AS REQ'D PRIOR TO INSTALLATION
3/4" S.S. THREAD. ROD IN EPOXY W/ 13" EMBED @ 16" O.C.
DETAIL A
N.T.S.



NORTH ELEVATION



SECTION LOOKING EAST

9/6/2022

Leeding Builders Group
33 East 33rd St
New York, NY 10016

West Park Presbyterian Church

Order of Magnitude Estimate for Façade Stabilizaiton
Based on "Structural Stability Analysis" from Severud Associates dated July 15, 2022

02 20 00 - Demolition						
	Selective Demo Plaster for Girt Installation	1020	sf	$	50.00	$ 51,000
	Demo at floors for Girt Installation	2	ea	$	5,000.00	$ 10,000
	Demo at Ceiling for Girt Installation	2	ea	$	5,000.00	$ 10,000
02 40 10 - Abatement						
	Allowance to contain and abate demo areas - Note insurance not included (by owner). - Note no surveys have been conducted, allowance is based anticpated material based on age of building	1	allow	$	200,000.00	$ 200,000
05 10 00 - Structural Steel						
	FURNISH ONLY					
	MC12x40 North Elev Vert Girts	1.8	tons	$	15,000.00	$ 27,000
	MC12x31 North Elev Horiz Girts	1.085	tons	$	15,000.00	$ 16,275
	MC12x40 South Elev Vert Girts	2	tons	$	15,000.00	$ 30,000
	MC12x31 South Elev Horiz Girts	1.085	tons	$	15,000.00	$ 16,275
	HSS 8x8x1/2 Tie Rod Girts 48.85 plf	1.954	tons	$	18,000.00	$ 35,172
	1" Tie Rod and Couplers	0.75	tons	$	17,500.00	$ 13,125
	Fabricate Truss Clip Connections (L8x8x3/8 x12")	30	ea	$	500.00	$ 15,000
	Fabricate Rafter Clip Connection (16ga)	450	ea	$	50.00	$ 22,500
	INSTALL ONLY					
	Drilling / Epoxy Bolts @16" oc	150	ea	$	150.00	$ 22,500
	Labor to install Girts	640	hrs	$	200.00	$ 128,000
	Welding MC full connection splice locations	34	ea	$	2,500.00	$ 85,000
	Fire watch (2 overnight shifts)	320	hrs	$	280.00	$ 89,600
	Install tie rod allowance	1	ls	$	75,000.00	$ 75,000
	Install Truss Clips	60	hrs	$	200.00	$ 12,000
	Install Rafter Clips	300	hrs	$	200.00	$ 60,000
	Install 3/4" Tie rod at upper trusses	5	ea	$	2,500.00	$ 12,500
	Allowance to tighten existing truss rods (scope and procedure to be refined)	1	ls	$	25,000.00	$ 25,000
06 10 00	Carpentry Drywall					
	Restore Sanctuary Walls **** NOTE - MC Channels will most likely protrude beyond existing finishes. This is an allowance but exact detail is required to understand cost. This cost is not for a 'historically accurate restoration). **** NOTE No costs are included for restoration of any wood flooring, millwork or trim at sanctuary. **** NOTE - No costs are included for restoration of plaster at ceiling - this allowance is to patch the space with sheetrock only	1	allow	$	50,000.00	$ 50,000
07 20 00 - Fireproofing						
	Fireproof new girts and tie rods	1	allow	$	35,000.00	$ 35,000
09 90 00 - Painting						
	Painting *** Only at patches	1	allow	$	10,000.00	$ 10,000
14 85 00 - Scaffolding and Access						
	Scaffolding in Sancuary for Access	1	ls	$	35,000.00	$ 35,000
	Scaffolding in Attic for Access	1	ls	$	85,000.00	$ 85,000
				Trade Cost Totals		**$ 1,170,947**
	General Conditions	13%				$ 152,223
					Subtotal	$ 1,323,170
	Construction Contingency	10%				$ 132,317
	Design Contingency - for scope added during design development.	10%				$ 132,317
	-Note the above is not intended to cover cost of design (assumed by owner)				Subtotal	$ 1,587,804
	CCIP	9%				$ 142,902
					Subtotal	$ 1,730,707
	Addition Ins (Offsite, Auto, Pollution	2.50%				$ 43,268
					Subtotal	$ 1,773,974
	Construction Services Fee	4%				$ 70,959
					Subtotal	$ 1,844,933
	SDI Program	1.75%				$ 32,286
					Total	**$ 1,877,219**

Exhibit V

Updated Severud Report

Severud Associates
CONSULTING ENGINEERS P. C.

469 Seventh Avenue • New York, New York 10018 • (212) 986-3700

Edward M. DePaola
Cawsie Jijina
Steven J. Najarian
Brian A. Falconer
Fortunato Orlando
J. Benjamin Alper
Matthew H. Peitz
Daniel J. Surrett
Stephen M. Reichwein
Mohamed D. Arafa

July 28, 2025

Re: #17072-01
Follow-up Structural Observation Report
165 West 86th Street
New York, NY

Roger Leaf
West Park Administrative Commission
165 West 86th Street
New York, NY

Dear Mr. Leaf:

We visited the existing Church building located at the above listed address on July 22, 2025 to perform a structural survey, which was previously done by us in 2021. We met with Church personnel who coordinated access throughout the building. The purpose of this survey was to compare the current structural condition with that which was observed in 2021, to determine if any new structural conditions have developed, and to determine whether any of the previously identified structural deficiencies have worsened. The survey was limited to visual observations of accessible spaces only. No probing or destructive testing was performed. Areas of observation included the exterior of the entire church, the main sanctuary, part of the crawlspace below the sanctuary floor, a mezzanine that wraps the entire perimeter of the sanctuary, an attic above the sanctuary ceiling, and the south-west bell tower interior. The attic and bell tower were accessed via hatches from the mezzanine. Most of the existing structural framing and bearing walls were concealed by finishes at the time of the survey, except for in the attic where most of the roof and ceiling support framing is exposed, and part of the crawlspace where some of the 1st Floor framing is exposed.

Findings and Recommendations
Our current findings and recommendations are as follows:

1) The gable facade with round stained-glass window adjacent to 86th Street that was previously noted to be leaning was observed. No significant change was noted. A recent survey of this wall confirms that no significant increase in the outward lean of this wall was observed. However, the outward lean of approximately 12” from the base to the pinnacle of this wall is still excessive in our opinion. See Photo 1 below.

Recommendation*: Install supplemental steel girts and tie rods within the attic above the sanctuary to stabilize the leaning wall, per previously provided structural sketch.*

2) The northern wall on the opposite side of the wall mentioned in item 1 was observed to be leaning significantly at the mezzanine level. The previous survey of this wall was done over 4 years ago, and did not capture the full height of the wall. No recent survey was carried out. See Photo 2 below. The lean is most pronounced at the west side of the existing round stained-glass window.

Recommendation*: Provide a survey of the north wall to determine the extent of the lean from the base to the pinnacle. Install supplemental steel girts and tie rods within the attic above the sanctuary to stabilize the leaning walls, per previously provided structural sketch.*

3) Deteriorated mortar was observed at the surface of the brick bearing walls supporting the south-west bell tower, particularly at the top. It is estimated that 33% of the brick surface requires pointing, as opposed to the 25% estimated in the previous report. See Photo 3 below.

Recommendation*: Clean and re-point brick bearing walls. Fix roof leak at bell tower to prevent further deterioration.*

4) The cracks and discoloration in finishes observed around the southern stained-glass windows at the mezzanine level were observed to have worsened since the previous report. See Photo 4 below. This implies that water continues to infiltrate the structure. Other cracks and areas of discoloration at the sanctuary plaster finishes largely remain the same as before.

Recommendation*: Remove finishes to expose wood framing within. Wood framing concealed by the discolored finishes may be structural elements supporting the roof. These wood members should be evaluated for structural integrity and replaced or reinforced as required. Identify the source of the water leaks (likely from window frames or roof) and stop the leaks. At other cracks, perform probes to assess the condition of the wood framing within, per previous recommendations.*

5) Gaps were observed at roof truss panel points, visible from the attic above the sanctuary.

Recommendation*: Tighten all existing wood truss tie rods per previous structural sketch, along with the aforementioned stabilization measures. See Photo 5 below.*

6) Other structural deficiencies, including exterior brick cracks, step crack at the attic, and other items cited in our 2021 report have largely remained unchanged.

Recommendation: *The previous recommendations still apply and should be combined with the recommendations mentioned in this report to establish a complete structural repair and stabilization program. This program is necessary to ensure the continued stability and safety of the church structure. For facade deficiencies and recommended repairs to the existing sandstone cladding, please refer to corresponding current and previous reports prepared by the envelope restoration consultant, Facade MD.*

If you have any questions, comments or concerns, please do not hesitate to contact us.

Very truly yours,

Severud Associates



Muhammad Rahal, PE
Senior Associate

MTR/mmi



PHOTO 1: Leaning gable wall (south side)



PHOTO 2: Northern wall



PHOTO 3: Brick bearing walls at bell tower



PHOTO 4: Water damage



PHOTO 5: Roof truss

Exhibit W

CCI Fire & Life Safety Report

TO: Roger Leaf
West Park Admin. Commission
c/o The Presbytery of NYC

DATE: ***Revised – December 9, 2021***
Revised – August 19, 2025

CC:

FROM: Elizabeth C. Pennacchio, PE
Kevin D. Morin, PE

Experts Responsive Solutions

- Fire Protection & Life Safety Consultation
- Fire & Egress Modeling
- ADA / FHA / Accessibility Consultation
- Fire Sprinkler Design & Consultation
- Fire Alarm Design & Consultation
- Low Voltage / ICT Design & Consultation
- Legal / Expert Witness

Established 1973

RE: WEST PARK PRESBYTERIAN CHURCH – MANHATTAN, NY
FIRE PROTECTION & LIFE SAFETY EXISTING CONDITION SURVEY
PROJECT NO. 211323

MEMORANDUM

INTRODUCTION

As part of an existing conditions survey, CCI performed a visual fire protection and life safety and accessibility survey of the West Park Presbyterian Church (WPPC) located at 165 West 86th Street in Manhattan (Block 1217, Lot 1) on October 25, 2021. Per the WPPC website, the original chapel at this location was built in 1883 – 1885 by Leopold Eidlitz; however, the current chapel and façade was built in 1889 – 1890 by Henry Kilburn. In 2009 the Landmarks Preservation Commission designated the church as having a landmarked exterior.

The existing WPPC is three stories in height with the main sanctuary and chapel on the ground level and two levels above with offices and multipurpose rooms that are used for exercise and dance classes. The ground level has a main sanctuary exit that discharges to Amsterdam Avenue and a secondary exit that discharges from the rear of the sanctuary to West 86th Street. The WPPC also has a cellar that is primarily for church storage and mechanical equipment rooms; however, there are also dressing rooms with direct access to the rear of the sanctuary and chapel.

For nearly the entire lifetime of the building, the building was used as a religious institution. However, the building is no longer used by the West Park congregation for religious services. Since 2018, the entire building has been leased to The Center at West Park for use as a performance and arts space. It is our understanding that this change of use in the building has not been recorded with the Department of Buildings.

The intent of this memorandum is to document the existing fire protection and life safety conditions, and any conditions that do not meet NYC Building and Fire Codes. This memorandum may be used as part of feasibility and cost analysis for any future work at the WPPC site.

Note: This memorandum was originally written issued on November 8, 2021, and was based on an analysis of the existing conditions when evaluated per the 2014 NYC Construction Codes. This version of the memorandum has been updated to address the current 2022 NYC Construction Codes.

Certificate of Occupancy

The NYC Department of Buildings (DOB) Building Information System (BIS) does not have a certificate of occupancy for the existing WPPC building, which is common for existing buildings that were constructed prior to 1938.

Therefore, there is no available documentation related to the lawfully existing condition of the building, with respect to the construction type, height, area, occupancy classification (i.e., Public Building 1 – Churches), occupant load, or lawfully existing fire protection and life safety systems provided.

Since there is no available certificate of occupancy on the DOB Building Information System website, there is no document that documents the change in the building use from the original dominant use as a religious institution. The 1938 Building Code would designate the Performing Arts use as a Public Building 2; the Religious Institution would be designated as a Public Building 1 (26-254). This is consistent with the 2022 Building Code, which classifies religious institutions as Group A-3 and assembly occupancies used for viewing of performing arts as Group A-1.

Based on this, all of the conditions identified in the following memorandum are based on findings from CCIs visual inspection on October 25, 2021.

EXECUTIVE SUMMARY

Based on CCI's visual survey, the existing WPPC building is in significant disrepair and would require significant and intensive upgrades to comply with any of the currently adopted and enforced New York City Construction Codes.

As outlined in the Certificate of Occupancy section, the existing WPPC building does not have a certificate of occupancy that establishes the original Public Building 1 – Church function, nor is there Certificate of Occupancy that establishes the change in the dominant occupancy to Public Building 2 – Performing Arts.

The 2022 NYC Administrative Code is applied to all work in new and existing buildings, and defines an alteration as any construction, addition, change of use or occupancy, or any renovation to an existing building. The main use or dominant occupancy of a building is defined as a single occupancy classification assigned to a structure by the Department of Buildings based on the main use or dominant occupancy of the building (28-101.5).

The following memorandum outlines the existing fire protection and life safety of the WPPC; however, below is a summary of the most important criteria for future alteration work that will require significant upgrades to the building.

Note: This memorandum was originally written issued on November 8, 2021, and was based on an analysis of the existing conditions when evaluated per the 2014 NYC Construction Codes. This version of the memorandum has been updated to address the current 2022 NYC Construction Codes.

<u>Fire Protection Systems</u>

Compliance with 2022 Building Code Chapter 9 – Fire Protection systems will be required where any of the following conditions exist:

- Full Building Compliance:
  - The work includes a change in use or occupancy of the building from Public Building – Church (1968 Code: Group F-1b, 2022 Code: Group A-1) (28-102.4.2).
  - The work includes alterations that cost more than 60 percent of the value of the existing building (28.2-901.9.4.1).
- Compliance Within the Work Area Only:
  - The work includes a change in use or occupancy within specific spaces, but the overall use and occupancy of the building remains as Public Building – Church (1968 Code: Group F-1b, 2022 Code: Group A-1) (28.2-901.9.4.1).
  - The work includes alterations that cost more than 30 percent to less than 60 percent of the value of the existing building (28.2-901.9.4.2).

See the Administrative Provisions section of this memorandum for more details and for how to determine the value of the building.

Egress

Any alteration work to the existing WPPC building and support spaces must be in accordance with the 2022 Code, or any of the prior codes, where permitted by the 2022 Administrative Provisions. However, as with many New York City buildings that were constructed prior to the first consolidated New York City Building Code in 1938, the WPPC building does not have a Certificate of Occupancy. Therefore, there is no legal document that acknowledges the egress conditions as lawfully existing.

Any future work will need to demonstrate egress compliance with one of the currently adopted New York City Building Codes, which at the very least will require two means of egress that discharge to the public way. Currently only one of the exit stairs serving the building discharges to the public way on West 86th Street. The existing building will require significant and intensive upgrades and modifications to comply with the current construction codes regardless of whether the alteration work includes a change in the dominant use/occupancy of the building.

Alternately, as a basis for moving forward with future alteration projects at WPPC, life safety plans can be submitted to the DOB so that the baseline building construction and egress conditions can be classified as lawfully existing. This will limit the need for costly and intrusive egress upgrades, provided that the use and functions of the building remain as Public Building – Church functions.

APPLICABLE CODES

It will be necessary for any future alteration work to be designed in accordance with the requirements of the codes adopted by New York City as listed below.

- 2022 New York City Building Code – Administrative Provisions
- 2022 New York City Fire Code
- 1968 Building Code of the City of New York as applicable to alterations
- 1938 Building Code of the City of New York as applicable to alterations

Note: The prefix “29” denotes the 2022 New York City Fire Code, the prefix “28” denotes the 2022 New York City Building Code, the prefix “27” denotes the 1968 New York City Building Code, and the prefix “26” denotes the 1938 New York City Building Code.

The above lists the codes that will be applicable to future project renovation work, and the list will be expanded once the next code is formally enforced. However, the New York City Fire Code provisions are applicable to existing conditions, even though no alteration work is being done at this time.
References to specific retroactive requirements of the 1968 Building Code are also applicable now to the existing conditions.

Any other code references are intended to identify fire protection and life safety improvements that can be completed as a standard-of-care, or during future renovation phases.

ADMINISTRATIVE PROVISIONS

The Building Code recognizes the difficulty in upgrading existing buildings to comply with new construction requirements. Therefore, in accordance with Building Code Section 28-102.4, the use of buildings that lawfully exist on the effective date of the building code are permitted to continue to be used unless a retroactive change is specifically required by the code. See the Retroactive Requirements section above for more details of existing conditions that are required to be retroactively updated.

All future work completed in prior code buildings (constructed prior to July 1, 2008) must comply with the requirements of the current administrative provisions of 2022 Code. An alteration is defined by the 2022 New York City Building Code as any construction, addition, change of use or occupancy, or renovation to a building or structure in existence. The Administrative Provisions of the 2022 Code require compliance with the 2022 Code when alterations include the conditions outlined below:

Condition 1: Change of Use or Occupancy

Compliance with the 2022 Code Chapter 9 is required where the proposed scope of work includes a change in the existing building's dominant use or occupancy (28-102.4.2). Compliance with Chapter 9 throughout only the work area is required where there is a change of use or occupancy within a specific room or space (28.2-901.9.2)

Therefore, any changes in the use or occupancy of the building to retail, restaurant, or other non-church functions must comply with the fire protection and life safety requirements and accessibility requirements of the 2022 Code Chapter 9.

Condition 2: Alterations

Compliance with 2022 Code Chapter 9 will also be required for the work area when the following conditions exist (28.2-901.9.4):

- When cost of the alterations is equal to 60 percent or more of the value of the existing building, the entire building must comply with the requirements of Chapter 9.
- When the cost of the alterations is between 30 percent and 60 percent of the value of the existing building, only the portions of the building being altered must comply with the requirements of Chapter 9.
- When the cost of the alterations is less than 30 percent of the value of the existing, compliance with the fire protection system requirements of the 1968 Code, or earlier codes, is permitted.

The value of an existing building is defined as follows (28.2-202):

> The value of an existing building shall be determined at the option of the applicant on the basis of one and one-quarter times the current assessed valuation of the building, as adjusted by the current State equalization rate, or on the basis of the current replacement cost of the building. The value of an existing space shall be determined on the basis of the current replacement cost of the space. Satisfactory evidence of current replacement cost shall be submitted to the commissioner.
>
> Where the alteration includes an enlargement, the value of the existing building shall be determined without including the value of the enlargement.

Condition 3: Enlargements

Compliance with the 2022 Code throughout the entire building is required where the proposed scope of work includes enlargements (i.e., additions) that increase the amount of floor surface area by more than 110 percent of the existing floor surface area (28-101.4.5).

2022 Code

The owner may elect to perform the alteration work in accordance with the 2022 Code. Alterations in accordance with the 2022 Code that result in a reduction in the fire safety or structural safety of the building, must comply with relevant provisions of the 1968 Building Code unless there is full compliance with those provisions of the 2022 Building Code that would mitigate or offset the reduction.

The applicant must submit a comparative analysis acceptable to the Commissioner of the relevant fire safety and structural safety provisions under the 1968 Building Code and the 2022 Building Code, demonstrating that the alteration does not result in a reduction to the fire and life safety. More explicitly, the building must comply with the 2022 Building Code throughout from a life safety perspective.

The existing building does not comply with the 2022 Code, and it is not feasible to comply with this code without significant upgrades.

1968 Code

The owner may elect to perform the alteration work in accordance with the 1968 Code or where the 1968 Code allows, the codes in effect prior to 1968 can be applied (28-101.4.3). Where compliance with the 1968 Code or 1938 Code is selected, there are specific provisions that must be applied in accordance with the 2022 Code, including the following:

1. Fuel gas, plumbing and mechanical work
2. Fire protection systems
3. Elevators, conveyors and amusement rides
4. Safety during construction operations
5. Accessibility
6. Encroachments into the public right of way
7. Administration and enforcement
8. Special inspections
9. Materials
10. Security grilles
11. Energy efficiency
12. Roof covering and replacements
13. New handrails and guards
14. Areas of special flood hazard
15. Structural
16. Emergency and standby power systems
17. Parking garages and open parking lots
18. Mold protection

For buildings constructed in accordance with the 1938 Building Code or Pre 1938 Building Code, the administrative provisions of the 1968 Building Code apply. In accordance with the administrative provisions of the 1968 Building Code, alterations to existing buildings that lawfully exist prior to adoption of the code (December 6, 1968) must comply with the following:

- When the cost of renovations to the existing building within a 12-month period exceeds 60% of the replacement value of the building, the entire building must be upgraded to comply with code requirements of the 1968 Building Code (27-115).
- When the cost of renovations is between 30% and 60% of the replacement value of the building within a 12-month period, only the alterations must comply with the 1968 Building Code (27-116).
- When the cost of renovations is less than 30% of the replacement value of the building, the alterations may comply with either the 1968 Building Code or the code in effect prior to 1968 (27-117).

The cost of the alterations and the value of the existing building is defined in Section 27-119 of the 1968 Code:

> The cost of making alterations shall be determined by adding the estimated cost of making the proposed alterations computed as of the time of submitting the permit application, to the actual cost of any and all alterations made in the preceding twelve-month period; and the value of the building shall be determined at the option of the applicant on the basis of one and one-quarter times the current assessed valuation of the building, as adjusted by the current state equalization rate, or on the basis of the current replacement cost of the building, provided that satisfactory evidence of current replacement cost is submitted to the commissioner.

EXISTING CONDITIONS

The following significant high-level existing fire protection and life safety system conditions were identified:

System or Condition	
Automatic Sprinkler System	No
Standpipe system	Yes At West 86th Street Stair
Automatic fire alarm system	Yes However, it is an antiquated system without audible and visible notification devices throughout
Manual fire alarm system	No However, one is provided in the West 86th Street Lobby
Automatic smoke detection	Yes In select locations, including exit stairwells.
Fire Extinguishers	Yes Throughout building
Smoke control	No
Post-fire smoke purge	No

System or Condition	
Emergency lighting	Yes In select locations, including the sanctuary, sanctuary lobbies, and parts of the stairwells.
Exit signage	Yes In select locations with internal illumination, including the sanctuary, sanctuary lobbies, stairwells.
At least two means of egress per story.	Yes, Ground floor.

	No, all other floors have two exits; however, the North stair hall discharges into an enclosed court with no access to the public way.
Enclosed exit stairs	No Partial enclosures, with open stairwells.
Locked egress doors identified	Yes In select locations
Hazardous material storage identified	Yes

FIRE PROTECTION & LIFE SAFETY CONDITIONS

The following tables outline the life safety improvement opportunities for each category. Survey photos are provided in Appendix A at the end of this memo, and each photo is assigned a number. Where there is a photo(s) associated with a comment the appropriate photo number is indicated.

HOUSE KEEPING & ADMINISTRATIVE IMPROVEMENTS

COMMENT	NOTES	PHOTO NUMBER
Certificate of Occupancy The existing building does not have a Certificate of Occupancy (CO) on file at the DOB BIS website. Therefore, there is no documentation of the lawful existing conditions, construction type, building height and area, occupancy classification, occupant load, and fire protection systems are provided. As a basis for moving forward with future alteration projects at WPPC, it is recommended that life safety plans be submitted to the DOB so that the baseline building construction and egress conditions can be classified as lawfully existing. In accordance with Section 28-102.4 of the 2022 Administrative Provisions, any existing building may be continued to be occupied and classified as “lawfully existing”, provided that the building complies with any retroactive requirements that were added to the code after the construction of the building. With the existing conditions plans submittal, the DOB can issue a Letter of No Objection or CCD1 approval that the existing conditions are lawfully existing. It is CCI’s experience that establishing the existing building conditions as lawfully existing is critical to future alteration work at prior code buildings.	N/A	N/A

COMMENT	NOTES	PHOTO NUMBER
Storage in Exit Stairs All required means of egress must be continuously maintained free of obstructions and exit stair enclosures are not permitted to be used for any purpose other than for egress (i.e., the storage of combustible/flammable materials) (29-1027.2). All the exit stair enclosures are designed as open stair halls, or partial exit stair halls with enclosed exits above. Therefore, a fire in any of the stair halls could result in the vertical migration of smoke throughout the building. Combustible storage was identified within exit stair halls and enclosures, which includes but is not limited to coat racks, speakers, window air conditioner units, electrical cords, and musical instruments.	All combustible materials stored within the exit stair hall and/or enclosures must be removed.	16, 23
Locked Egress Doors Obstructions or impediments to the means of egress, such as locks on any required egress door, are prohibited (29-1027.3). However, the Department of Buildings (DOB) may approve the electronic locking of specific doors in emergency conditions where it is demonstrated that the contents of such spaces are of "unusual value" (26-288). During the survey a number of locked conditions were identified where the intent was to function as access-control. For example, the Level 3 bathroom had a pad lock to prevent unauthorized use/entry. However, occupants could become locked within the space. Also, the exterior exit doors to Park Avenue and West 86th Street are locked or have locked bar assemblies for security purposes; however, these locks also prevent the doors from being used for egress.	All locks must be removed. New access control devices can be provided to limit ingress into a space; however, the devices must always allow for free and unobstructed egress.	1,2,7,26
Tripping Hazard Obstructions or impediments to the means of egress are prohibited (29-1027.3). Obstructions were identified along the path of travel in the Sanctuary balconies, including a covered cable run and various loose extension cords that extend perpendicularly across the exit access path to the South Stair adjacent to Mc Alpin Hall.	All covered cable runs and loose extension cords that are within, or extend through, the egress path.	15, 16

COMMENT	NOTES	PHOTO NUMBER
Exit Stair Door Closing Opening protectives in interior exit stairs must be maintained as self-closing (29-704.1). During the visual survey, multiple doors to the exit stairs were held open by a brick or other obstruction. Also, it could not be confirmed whether all doors to the West 86th Street stair hall/enclosure had automatic closers due to the office spaces being locked.	Remove all obstructions to the exit stair door closing mechanisms. Create a maintenance plan that is used by building and facilities staff to ensure that the integrity of the exit stairs are maintained at all times.	16
Fire Extinguisher Maintenance – Monthly Inspection An inspection to verify that portable fire extinguishers are located in readily available locations and in good working order must be conducted at least one time per month (29-906.2.1.1). Record keeping of the visual inspections must be kept on the tag/label fixed to the extinguisher, or on an inspection checklist maintained on file. During the visual inspection it could not be confirmed if the WPPC staff performed the required monthly visual inspection of the fire extinguishers.	Create a maintenance plan that is used by facilities staff to ensure that the monthly visual inspection of the fire extinguishers is performed, and that proper records of the inspections are completed.	5, 6
Fire Extinguisher Maintenance – Servicing Annual servicing and recharging of fire extinguishers must be performed by a qualified person/company, and records of the service and recharge must be provided on the fire extinguisher tag (29-906.2.1.2). During the visual inspection, many fire extinguishers were identified to have missed the yearly service/recharge.	Engage a qualified person/company to service all of the fire extinguishers at WPPC. Also, create a maintenance plan that is used by facility staff to ensure that the yearly service/recharge of all fire extinguishers on the site is performed.	5, 6

BASIC IMPROVEMENTS

COMMENT	NOTES	PHOTO NUMBER
Stage Curtains NFPA 701 – Standard Methods of Fire Tests for Flame Propagation of Textiles and Films includes methodology (Test Method 1) for flame propagation tests of stage/theater curtains, window drapes, folding shades, and other draperies (NFPA 701 A.1.1.1). The main sanctuary balconies and the chapel include black-out draperies in close proximity to lighting systems that could cause a fire due to heat transfer from the light systems.	It is recommended that sanctuary and chapel curtains be reviewed to confirm that the material is fire retardant or complies with NFPA 701 Test Method 1, or that the material is replaced with a compliant	11,12
Handrails – General Handrails are required to comply with the provisions of the 2022 Code where the scope of work includes new stairs/ramps or where the work includes the replacement of an existing stair/ramp (28-101.4.3(13)). Numerous existing handrails were identified to be noncompliant with the 2022 Code Section 1012 requirements for height, graspability, continuity, and handrail extensions. In addition, most stair runs had handrails on only one side.	Existing handrail replacement is not required unless future work includes a new or replacement stair. However, as a standard of care it is recommended that an analysis be completed to determine which existing handrails should be replaced based on the stability or whether they provide sufficient protection. It is also recommended that the analysis determine which existing handrails can be replaced, or adapted, to comply with the handrail requirements of the 2022 Code without affecting the historical nature of the existing condition. It should be noted that additional code-compliant handrails can be provided for egress purposes while the existing handrails be maintained for aesthetics purposes.	20

COMMENT	NOTES	PHOTO NUMBER
Handrails – Sanctuary Balcony Theater Handrails are required to comply with the provisions of the 2022 Code where the scope of work includes new stairs/ramps or where the work includes the replacement of an existing stair/ramp (28-101.4.3(13)). The Sanctuary Balcony Theater includes a bleacher-style seating area includes existing stepped aisles to access the assembly seating; however, handrails are not currently provided at the stepped aisles. In new construction, stepped aisles serving assembly seating must have handrails on one side of the aisle (1028.13).	As a standard of care, it is recommended that handrails be provided at the stepped aisles serving the Sanctuary balcony theater.	13
Step lighting – Sanctuary Balcony Theater In new construction, each step in a stepped aisle serving assembly seating must have a step light to aid the occupants in seeing the step location (28.2-1028.11.3). The Sanctuary Balcony Theater includes a bleacher-style seating area includes existing stepped aisles to access the assembly seating; however, no step lighting is provided at the stepped aisles.	As a standard of care, it is recommended that step lighting be provided at the Sanctuary Balcony Theater aisle steps.	13

Guard Replacements Where alteration work includes new or replacement guards, the guards must be designed in accordance with the 2022 Code provisions (28-101.4.3(14)). The 2022 Code requires that guards be provided at walking surfaces that are located more than 30-inches above the floor below. Required guards must have a height of at least 42-inches, and any openings in the guard must be sized to less than 4-inches. Numerous existing guards, including those at the Sanctuary balconies, were identified that have a height of less than 42-inches with openings that were greater than 4-inches. The wood ornate guard at the South stair to Level 3 also has a height of less than 42-inches.	Guard replacement is not required, unless future work includes alterations to the guards or a new condition that requires a guard. However, as a standard of care it is recommended that an analysis be completed to determine which existing guards should be replaced based on the stability or whether they provide sufficient protection. Also, it is recommended that the analysis identify guards that can be replaced, or adapted, to comply with the guard height and opening limitations of the 2022 Code without affecting the historical nature of the existing condition. Guards within egress stairs and guards at the edges of the Sanctuary balconies should be prioritized.	14,19

CAPITAL IMPROVEMENTS

COMMENT	NOTES	PHOTO NUMBER
Exit Discharge One of the fundamental egress requirements of the NYC Building Codes is that at least two means of egress be provided from each story. By definition, an exit must discharge directly to the public way, or to the public way through a protected interior area (i.e., exit passageway, lobby, or vestibule) (28.2-1027.1, 27-364).	Based on the current design, all of the office and mixed-use assembly spaces located to the East of the Sanctuary only have access to one exit with access to the public way, which is not comply with any of the NYC Building Codes or any future renovations to the building, it will be critical to redesign the exit discharge of the North Stair to have direct access to the public way, since the existing condition is hazardous and could result in occupants being trapped in an exterior court.	26
The West stairs that are located at the Amsterdam Avenue façade discharge through the existing stair lobby with exterior exit doors to Amsterdam Avenue and West 86th Street. However, the East stairs that connect the basement to Level 3 do not l discharge to the exterior. The South stair that is located at the West 86th Street discharges through a stair hall to West 86th Street at the Ground Level. However, the North stair discharges to a rear open court that has no access path to the public way due to the adjacent buildings and a chain link fence surrounding the court. Essentially, the North stair discharges to a “dead end” and does not have a compliant exit discharge.	For the existing conditions and current use of the building, it is recommended that signage be provided at the North exit stair to indicate that it does not terminate at the public way. It is also recommended that the staff of the building be made aware of the existing condition, since they were not aware of it when identified during CCI’s survey.	26

Exit Access – Chapel In new construction per the 2022 Code, or altered spaces per the 1968 Code, must have access two exits from a story (27-366, 28.2-1021.1). Intervening egress through non-accessory spaces is not permitted to access the required number of exits (27-362, 28.2-1014.2). The Chapel has access to two means of egress; however, access to the North exit stair is through the "backstage" area of the Chapel performance area, which is not permitted. Also, see comment above for the noncompliant North exit stair discharge condition.	For any future renovations to the Chapel, it will be critical to redesign the egress design to provide two distinct paths of egress travel that do not required intervening egress through the "backstage" area as well as compliant exit discharge.	N/A
Landings at Doors In new construction per the 2022 Code, or altered spaces per the 1969 Code, all exit and exit access doors must be provided with a level landing on both sides (27-371(h), 28.2-1011.6). The door to the North stair hall from the Level 1 Chapel "backstage" area and the door to the South stair hall from the South Sanctuary balcony currently do not have level landings on one side of the door. This creates a potential trip/fall issue as an occupant is passing through the door threshold.	For any future renovations to the building, it is recommended that compliant level landings be provided on both sides of the doors to limit the possibility of trips/falls. For the existing conditions and current use of the building, it is recommended that signage be provided to indicate that there is no landing or a "drop" on the opposite side of the door.	18

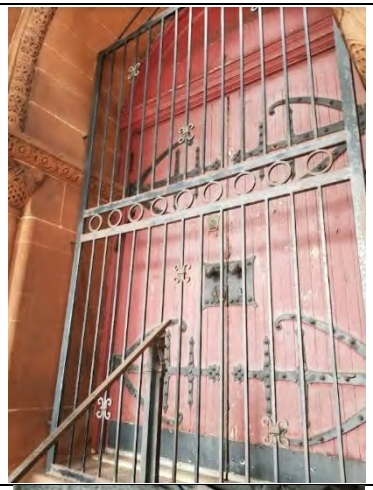
COMMENT	NOTES	PHOTO NUMBER
Platform Construction Permanent performance platforms must be constructed of materials as required by the construction type of the building, and must comply with the following (28.2-410.4): 1. The area below the platform must be enclosed on all sides by solid construction. 2. Platforms constructed of untreated wood must not exceed an area of 400 sf. Platforms of fire-retardant treated wood must not exceed 1,200 sf. Platforms of noncombustible materials are not limited in area. 3. Where wood is used, the floor of the platform must have a nominal thickness of 1" or more with a noncombustible backing or must have all spaces between the supporting members fireblocked with noncombustible material. 4. Where the space beneath the platform is used for storage or any purpose (other than equipment, wiring, or plumbing) the floor construction must be 1-hour fire-resistance rated.	As a standard of care, it is recommended that a construction analysis be completed of the Sanctuary and Chapel platforms to confirm whether the existing condition is compliant with the platform construction requirements of Section 28.2-410.4. Where the existing condition is noncompliant, it is recommended that the existing condition be upgraded to the maximum extent feasible. Any new construction or alterations to the stage construction must comply with Section 28.2-410.4.	N/A
Emergency Lighting (Retroactive Requirement) Group F-3 assembly that existed prior to January 12, 1980, must be provided with emergency lighting to at least 5-foot candles at the floor level (27-542). The main sanctuary is classified as Group F-1b (Table 3-1); however, the building includes a chapel and two large mixed use assembly spaces that are used for purposes other than worship. These spaces would be classified as existing Group F-3 occupancies where the occupant load of the space exceeds 74 persons. Emergency lighting is not currently provided throughout the entire building; however, battery power lighting with emergency battery backup is provided in the sanctuary and parts of the stair hall/enclosures.	All Group F-3 spaces must be evaluated for emergency lighting within the assembly spaces and the means of egress serving those spaces. Also, as a standard of care, it is recommended that emergency lighting of at least 5-foot candles be provided in the main Group F-1b sanctuary. It is unlikely that the existing emergency lighting provided would provide the necessary lighting level.	9,10

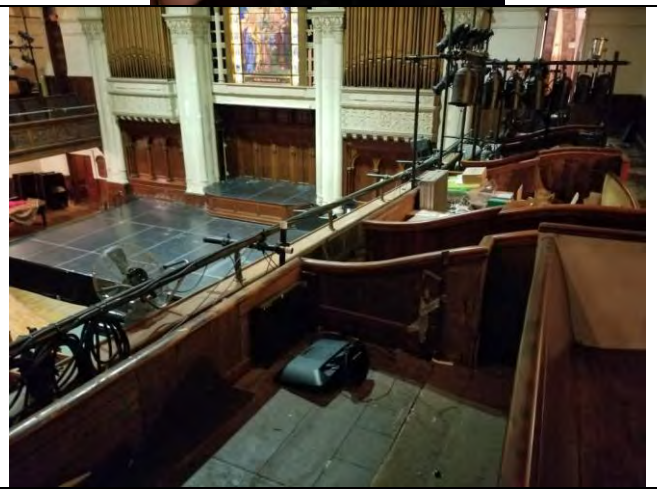
Emergency Lighting (General) The existing WPPC building is not currently provided with emergency lighting to aid in exit path wayfinding throughout the entire building. There are no retroactive requirements for non-Group F-3 spaces; however, emergency lighting will be required in accordance with either the 1968 Code or the 2022 Code for the future renovation phases. Therefore, it is recommended that emergency lighting in the non-Group F-3 space be provided now as a standard of care or during future renovation phases. Both codes require that emergency lighting be provided in corridors and exits (27-381, 28.2-1008.2). However, the 2022 Code requires that emergency lighting also be provided within rooms or spaces that require two means of egress and exterior exit discharge elements. Emergency lighting is not currently provided throughout the entire building; however, “emergency power lighting with emergency battery backup is provided in the sanctuary and parts of the stair hall/enclosures.	As a standard of care, emergency lighting can be provided throughout all portions of the WPPC corridors, exit stairs, and portions of the means of egress that serve spaces that require two means of egress. It is recommended that the 2022 Code provisions be used as they include additional locations where emergency lighting is required. This life safety improvement would be significant because most of the WPPC building does not have natural light available; therefore, a power-outage would result in zero-to-low visibility in most areas. For example, the Level 3 North Stair “bulkhead” has no natural or emergency lighting.	N/A
Exit Signage There are no retroactive requirements for exit signage; however, exit signage will be required in accordance with either the 1968 Code or the 2022 Code for the future renovation phases. Therefore, exit signage can be provided now as a standard of care or during future renovations. The existing WPPC building is currently provided with exit signage in the Sanctuary and at most exit doors. Many of the exit signs are internally lit; however, some of the exit signs are not lit internally or externally. For new construction and alteration work, both the 2022 and 1968 Codes require that exit signs be provided at all exit doors, exit access doors within corridors (as necessary), and at exit doors within rooms/spaces that require two egress paths (27-383, 28.2-1013.1). Additional exit signage is required along the path of travel where the exit access is not clearly defined. New exit signage must be lit either internally or externally and must be supplied with an emergency power source.	As a standard of care, exit signage can be provided throughout all portions of the WPPC building in accordance with the 2022 or 1968 Codes. Providing exit signage would be a significant life safety improvement due to the complex nature of the existing means of egress system. Special consideration for providing exit signage should be provided for any existing assembly spaces.	9,10

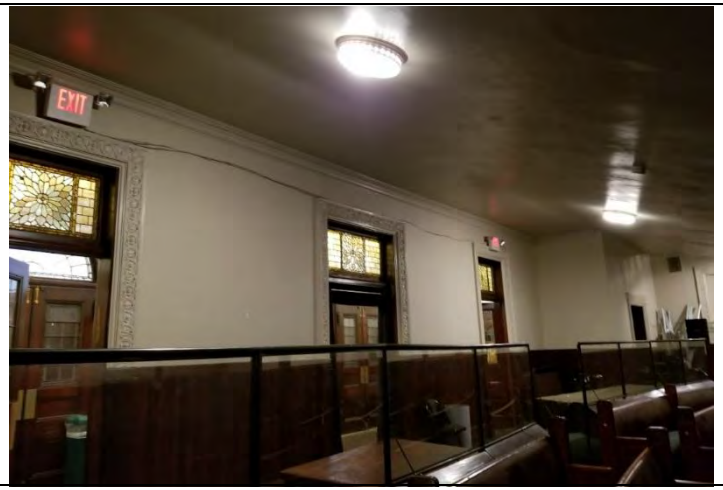
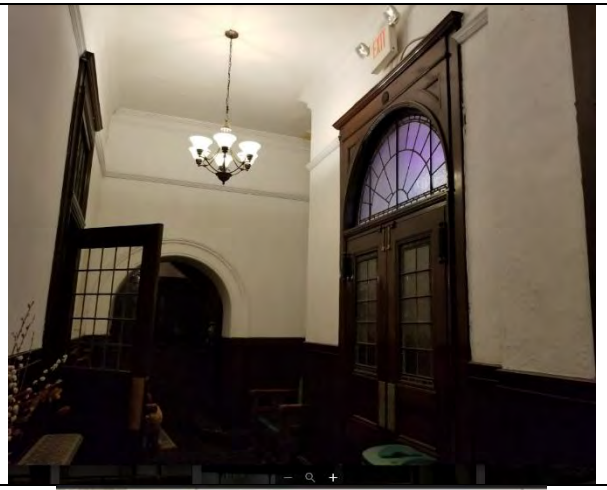
Smoke Detection There are no retroactive requirements for additional smoke detection systems; however, because the WPPC building is nonsprinklered, providing a smoke detection system will greatly increase the protection of life and property from fire. Traditional spot-type smoke detectors or air sampling-type smoke detectors can be provided in areas with historic/aesthetic significance or areas that are of increased fire hazard (i.e., storage rooms and the basement). Specifically, air sampling-type smoke detectors can be used to detect smoke in very early stages of fire development. Early detection allows for addition time to alert building staff to the incident so that they can take the appropriate actions. There are spot-type smoke detectors in specific locations, such as within the West exit stairs that are located along Park Avenue. However, additional protection is recommended for early fire detection.	Perform a study to determine which areas of the buildings or rooms contain the most significant historic/aesthetic value to determine whether smoke detection is appropriate for these areas.	N/A
Carbon Monoxide Detection (General) There are no retroactive requirements for carbon monoxide detection in existing building. However, all new buildings with Group A-3 or B occupancies, or alterations affected rooms, must be provided with carbon monoxide detection in rooms/spaces that contain carbon monoxide producing equipment.	As a standard of care, it is recommended that a carbon monoxide detection system be provided in the basement rooms/spaces that have carbon monoxide producing equipment.	N/A
Automatic Sprinkler – Basements (Retroactive Requirement) Sprinklers must be provided in existing basements, cellars, or any other space located below grade that cannot be vented by at least 35 sf of free opening area (i.e., windows or other natural ventilation sources) (27-929(c)). The automatic sprinkler protection was not identified in the basement of the WPPC.	Automatic sprinkler protection must be provided throughout basement levels of the WPPC where it is confirmed that the basements do not meet the minimum vent area requirements. Automatic sprinkler protection the basement would also be a significant increase in fire protection due to the significant amount of combustible storage in the basement.	24,25

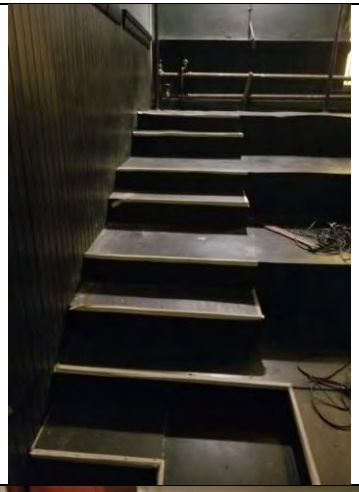
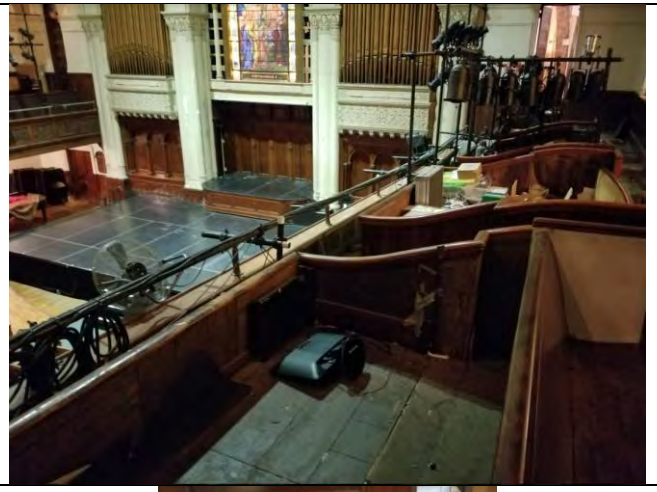
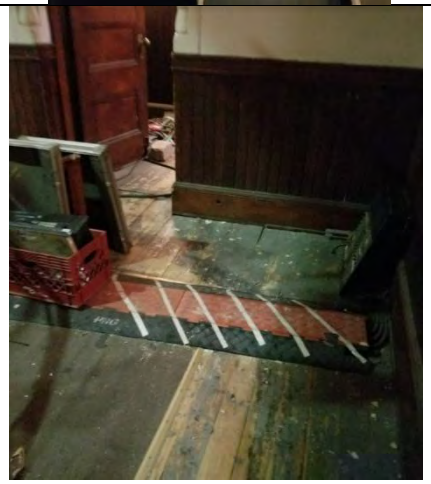
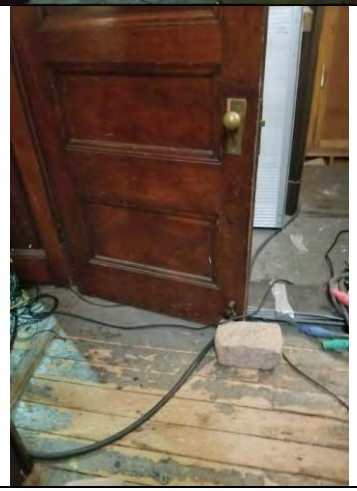
Automatic Sprinkler – General There are no retroactive requirements for automatic sprinkler protection in existing building; however, automatic sprinklers should be considered for portions of the building because they provide the best and highest level of fire protection. There are existing standpipe risers in the South stair located along West 86th street that may be able to be converted to a combination standpipe/sprinkler riser to serve partial fire sprinkler or water mist systems to protect specific rooms, such as the offices of mixed-use rooms that do not have the historical/architectural significances as the main Sanctuary.	Perform a study to determine which rooms/areas could most benefit from an automatic sprinkler or water mist system.	N/A
Standpipe – Class III System There are no retroactive requirements for standpipe systems; however, standpipe protection in accordance with Chapter 9 of the 2022 Code may be required based on the type of future work or change of use/occupancy in the building (28.2-901.9) The 2022 Code requires a Class III standpipe system for buildings that are three stories or more in height with a floor area of 7,500 sf or more on any story (28.2-905.3.1).	As a standard of care, or as part of future alterations work, it is recommended that a Class III standpipe system be provided within the exit stairs of this nonsprinklered building. Providing a Class III standpipe system (i.e., includes a fire-fighting hose) would allow for trained/qualified employees to begin fire-fighting operations while the fire department is enroute.	17

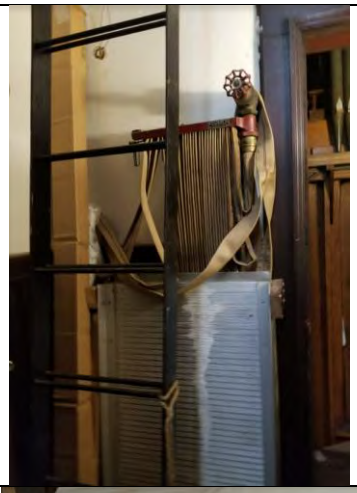
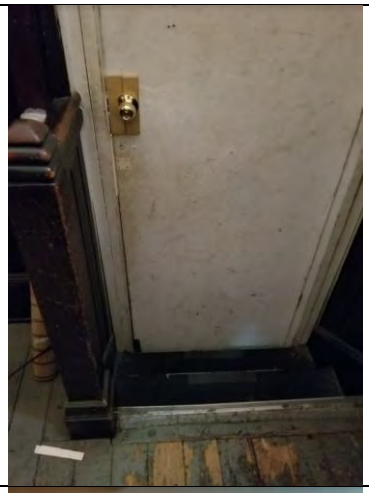
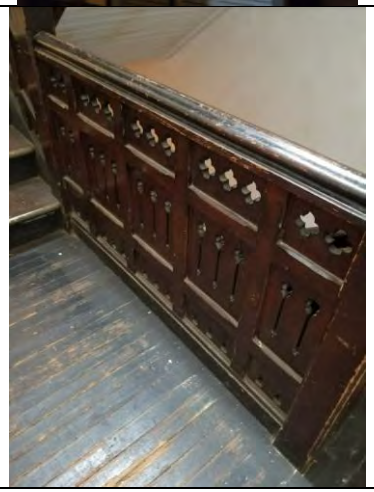
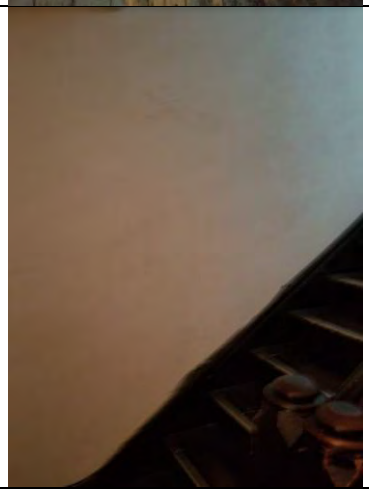
Appendix A: Survey Photos

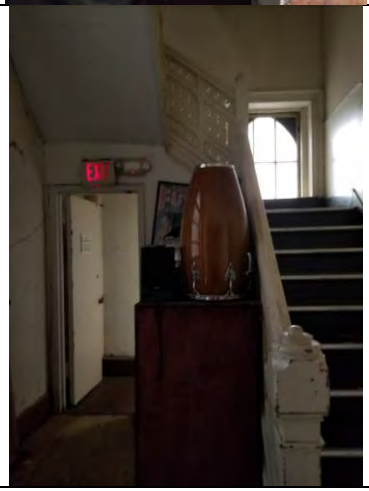
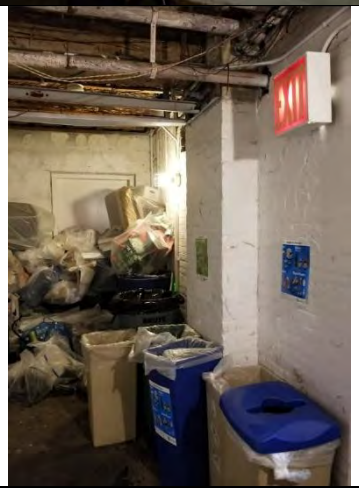
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Exhibit X

CCI Accessibility Report

TO: Roger Leaf
West Park Admin. Commission
c/o The Presbytery of NYC

DATE: December 9, 2021
Revised – September 3, 2025

CC:

FROM: Luisa Janssen
Gene Boecker

Experts Responsive Solutions

- Fire Protection & Life Safety Consultation
- Fire & Egress Modeling
- ADA / FHA / Accessibility Consultation
- Fire Sprinkler Design & Consultation
- Fire Alarm Design & Consultation
- Low Voltage / ICT Design & Consultation
- Legal / Expert Witness

Established 1973

RE: WEST PARK PRESBYTERIAN CHURCH
ACCESSIBILITY SURVEY EXISTING CONDITIONS
CCI PROJECT NO. 211323.51.000

MEMORANDUM

The purpose of this memorandum is to identify the findings of a cursory survey of the existing conditions at West Park Presbyterian Church by CCI on October 25, 2021, to determine the existing levels of accessibility and what might be required to safely occupy the property as a religious institution or with an alternative use.

While accessible features and construction must be provided to any portion of the building being altered, where the value of the alteration exceeds 50 percent of the value of the existing building, or if the alteration project includes a change in the dominant occupancy use of the building, then the entire building must comply with the accessibility requirements for new construction per the New York City Building Code (NYCBC).

PROJECT DESCRIPTION

The West Park Presbyterian Church is an existing landmarked church located at 165 West 86th Street on the Upper West Side of Manhattan in New York City (NYC). For nearly the entire lifetime of the building since its original construction in 1890, the building was used as a religious institution. However, the building is no longer used by the West Park congregation for religious services. Since 2018, the entire building has been leased to The Center at West Park for use as a performance and arts space. It is our understanding that this change of use in the building has not been recorded with the Department of Buildings.

CODES

It will be necessary for the project design to be in accordance with the requirements of the codes, standards and regulations listed below.

- 2010 ADA Standards for Accessible Design (2010 Standards)
  Please note the ADA is applicable only if an alternative use is planned. The ADA is not applicable to uses for a religious institution (28 CFR § 36.102(e)).
- 2022 New York City Building Code (NYCBC)
- 2009 ICC/A117.1 (ANSI)

ALTERATIONS

Alterations to the existing facility need to meet the following codes and standards:

NYCBC Alterations

Per NYC Alteration provisions, accessible features and construction must be provided to the portion of the building being altered, to the extent of the alteration, including minor alterations, but excluding ordinary repairs (NYCBC 1101.3).

However, where the value of the alteration exceeds 50 percent of the value of the existing building, or if the alteration project **includes a change in the dominant occupancy use** of the building, then the entire building must comply with the accessibility requirements for new construction (NYCBC 1101.3.1(1), 1101.3.2(1)).

There is no available documentation related to the lawfully existing condition of the building, with respect to the construction type, height, area, occupancy classification (i.e. Public Building 1 - Churches), occupant load, or lawfully existing fire protection and life safety systems provided.

Since there is no available certificate of occupancy on the NYC Department of Buildings (DOB) Building Information System website, there is no document that documents the change in the building use from the original dominant use as a religious institution. The 1938 Building Code would designate the Performing Arts use as a Public Building 2; the Religious Institution would be designated as a Public Building 1 (26-254). This is consistent with the 2022 NYC Building Code, which classifies religious institutions as Group A-3 and assembly occupancies used for viewing of performing arts as Group A-1.

Please note that there is no obligation to remove existing barriers under New York City rules and regulations. The NYCBC accessibility requirements are applicable whether or not the facility is used as a religious institution.

ADA Alterations

If an alternative use beyond a religious institution is planned, the ADA would be applicable. Any architectural element which is being altered in a renovation or is part of a new addition must comply with accessibility requirements for new construction, unless technically infeasible. Where full compliance is technically infeasible, the alteration must provide access to the maximum extent feasible (28 CFR § 36.402).

Technically infeasible means, with respect to an alteration of a building or facility, that it has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member which is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features which are in full and strict compliance with the minimum requirement for new construction and which are necessary to provide accessibility (2010 Standards Definitions).

NYCBC / ADA Path of Travel

Where a primary function area (e.g. a classroom) is being altered, the alteration must be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area is accessible (NYCBC 1101.4; 28 CFR § 36.403). The path of travel includes entrances, interior and exterior routes, toilet rooms, and drinking fountains that serve the primary function area.

However, alterations to the path of travel are not required to exceed 20 percent of the cost of the alteration (NYCBC 1101.4; 28 CFR § 36.403(f)(1)).

When the cost of alterations to the path of travel reaches 20 percent of the cost of the alteration to the primary function area, no additional improvements to the path of travel are required. In that case, priority should be given to those elements that will provide the greatest access, in the following order:

i. An accessible entrance;
ii. An accessible route to the altered area;
iii. At least one accessible restroom for each sex or a single unisex restroom;
iv. Accessible telephones;
v. Accessible drinking fountains; and
vi. When possible, additional accessible elements such as parking, storage, and alarms.
(28 CFR § 36.403(g)(2))

Primary Function: A "primary function" is a major activity for which the facility is intended. Areas that contain a primary function include, but are not limited to, the customer services lobby of a bank, the dining area of a cafeteria, the meeting rooms in a conference center, as well as offices and other work areas in which the activities of the public accommodation or other private entity using the facility are carried out. Mechanical rooms, boiler rooms, supply storage rooms, employee lounges or locker rooms, janitorial closets, entrances, corridors, and restrooms are not areas containing a primary function.

Path of travel: A “path of travel” includes a continuous, unobstructed way of pedestrian passage by means of which the altered area may be approached, entered, and exited, and which connects the altered area with an exterior approach (including sidewalks, streets, and parking areas), an entrance to the facility, and other parts of the facility. An accessible path of travel may consist of walks and sidewalks, curb ramps and other interior or exterior pedestrian ramps; clear floor paths through lobbies, corridors, rooms, and other improved areas; parking access aisles; elevators and lifts; or a combination of these elements.

ADA Barrier Removal

Places of public accommodation are required to remove architectural barriers where it is readily achievable to do so, even if the element is not being altered in a renovation (28 CFR § 36.304(a)). Barrier removal is an ongoing obligation for places of public accommodation. Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, daycare centers, and recreation facilities including sports stadiums and fitness clubs. Private clubs and religious institutions are exempt from Title III coverage.

EXISTING CONDITIONS

Accessible Entrances. While the 2010 Standards require at least 60% of all public entrances to be accessible, NYCBC requires **all** public entrances to be accessible. No existing entrances to the building were accessible (NYCBC 1105.1; 2010 Standards 206.4.1).

Amsterdam Ave. The front entrance off Amsterdam Avenue was not accessible due to several steps at the entrance. Steps and stairs are not allowed in an accessible route (NYCBC 1104.1, ANSI 402.2; 2010 Standards 206.2.1, 402.2).





West 86th Street. The side entrance off W 86th was not accessible due to the door clear width and threshold. While this entrance was at the same elevation as the corner entrance to the Sanctuary, the double doors and thresholds were not compliant. Door openings intended for user passage must provide a clear width of 32 inches minimum measured between the face of the door and the stop, with the door open 90 degrees (ANSI 404.2.1, 404.2.2; 2010 Standards 404.2.2, 404.2.3). Threshold and changes in level must not exceed 1/2 inch maximum in height. The bottom 1/4 inch is allowed to be vertical and the uppermost 1/4 inch must be beveled at a slope not to exceed 1:2 (ANSI 404.2.4; 2010 Standards 404.2.5).

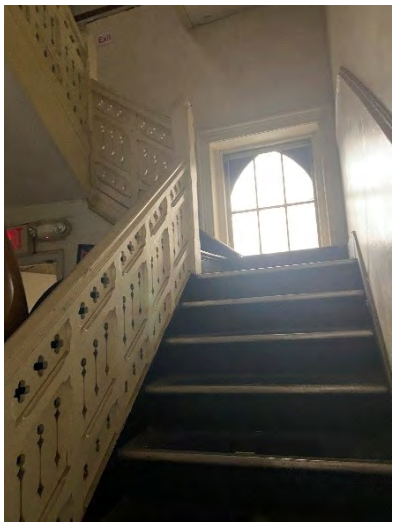




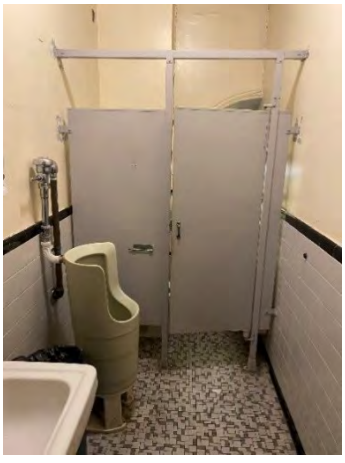
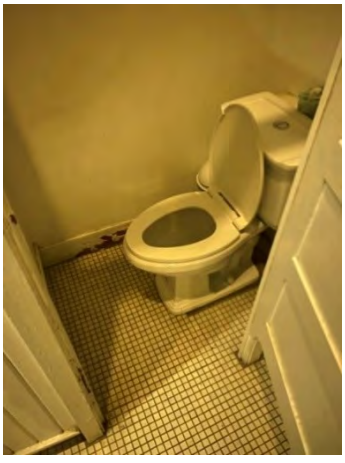
Accessible Route. At least one accessible route must connect accessible building or facility entrances with all accessible spaces and elements within the building or facility which are otherwise connected by a circulation path (NYCBC 1104.3; 2010 Standards 206.2.4). Accessible routes must consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, and elevators. Platform lifts are allowed in limited applications. Steps and stairs are not allowed in an accessible route (ANSI 402.2; 2010 Standards 402.2).

Once inside the building, no accessible route connects the sanctuary to any other levels of the building, including the other half of the first floor.

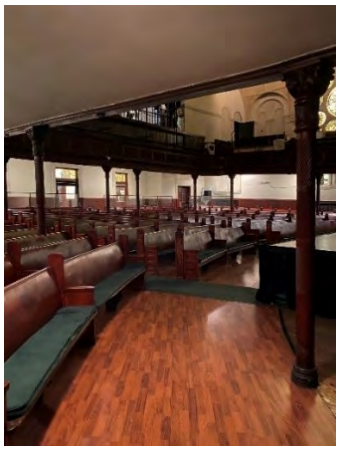


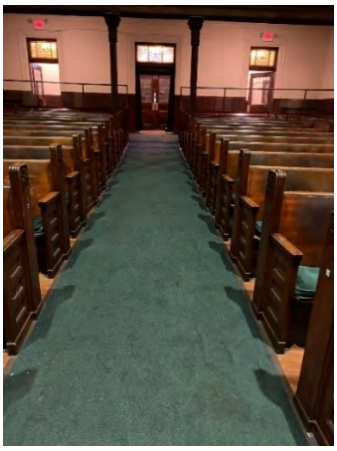


Toilet Rooms. No toilet rooms in the building were accessible. All toilet and bathing rooms are located up or down a flight of stairs from the 86th Street entry level. Where toilet or bathing rooms are provided, each toilet or bathing room must be accessible (NYCBC 1109.2; 2010 Standards 213.2). In alterations, the ADA allows, where it is technically infeasible to provide an accessible toilet room or bathing room, altering existing toilet or bathing rooms is not required where a single accessible unisex toilet room or bathing room is provided and located in the same area and on the same floor as existing inaccessible toilet or bathing rooms (2010 Standards 213.2 Exception 1). Please be aware that the NYCBC does not include a similar alternative. In CCI's experience, the DOB has allowed the use of single unisex toilet room or bathing room in some existing conditions. If the design team decides to use the 2010 Standards alternative, we recommend discussing this compliance method with the building official to confirm their approval. We also recommend documenting the factors that make compliance of the altered toilet or bathing rooms technically infeasible. None of the existing toilet rooms were currently designed as accessible.

*Sanctuary***.** The Sanctuary, that is often used as a theater and event space, did not provide any wheelchair spaces. Wheelchair space locations must be an integral part of any assembly seating area (NYCBC 1108.2.2; ANSI 802.6; 2010 Standards 221.2, 221.2.2). The requirement that wheelchair spaces be an integral part of the seating plan means that wheelchair spaces must be placed within the footprint of the seating area. Wheelchair spaces cannot be segregated from seating areas. Wheelchair spaces must provide spectators with choices of seating locations and viewing angles that are substantially equivalent to, or better than, the choices of seating locations and viewing angles available to all other spectators (NYCBC 1108.2.4, ANSI 802.10.1; 2010 Standards 221.2.3). Wheelchair spaces must adjoin accessible routes but must not overlap the required width of an aisle. Slopes must not exceed 1:48 in the floor surface of wheelchair spaces (ANSI 802.1; 2010 Standards 802.1).





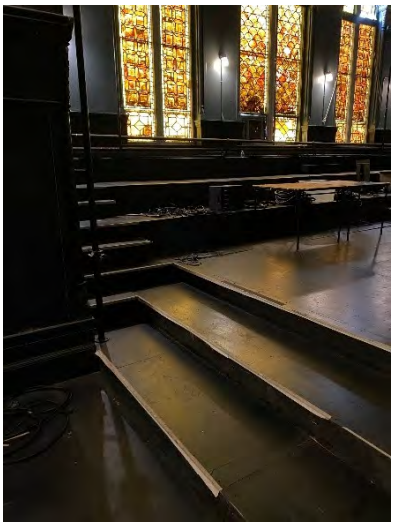
The large stage was raised 37 inches above the finish floor and did not provide an accessible route. Where a circulation path directly connects a performance area to an assembly seating area, an accessible route must directly connect the assembly seating area with the performance area (NYCBC 1108.2.8; 2010 Standards 206.2.6).

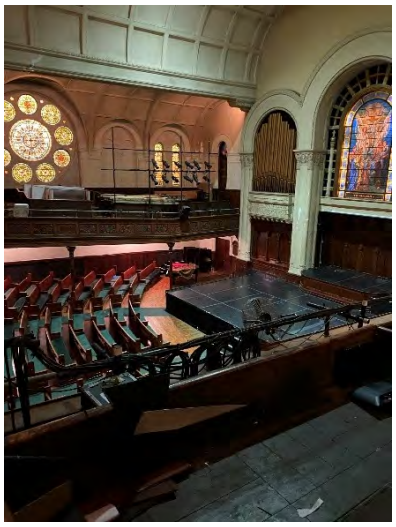






The Sanctuary balcony and choir loft were not connected to the Sanctuary by an accessible route, and an accessible route was not provided through the balcony itself.





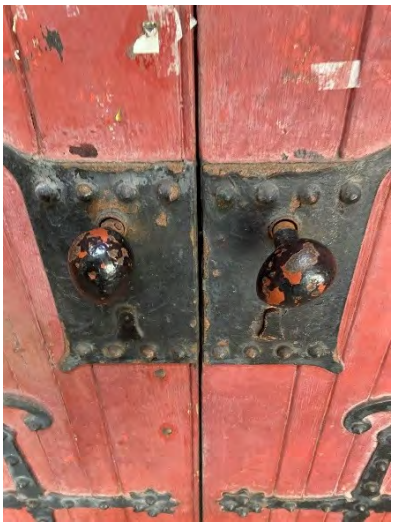
Doors. Most doors in this building were not accessible due to non-compliant hardware, clear width, thresholds, or lack of maneuvering clearances.

Hardware. Almost all door hardware seen was non-compliant knob hardware. Handles, pulls, latches, locks, and other operable parts on accessible doors must have a shape that is easy to grasp with one hand and does not require tight grasping, pinching, or twisting of the wrist to operate (ANSI 404.2.6; 2010 Standards 404.2.7).

Clear Width. Door openings intended for user passage must provide a clear width of 32 inches minimum measured between the face of the door and the stop, with the door open 90 degrees (ANSI 404.2.2; 2010 Standards 404.2.3). Also, most double doors throughout the project do not provide enough clear width to be accessible. At least one of the active leaves of the double doors must provide a clear width of 32 inches minimum (ANSI 404.2.1; 2010 Standards 404.2.2) and most are currently providing 30 inches of clear width.

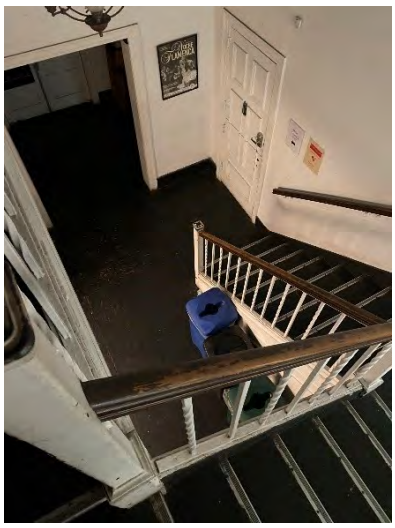
Maneuvering Clearance. Maneuvering clearances were not provided due to door placement, wall thickness or narrow hallways. Doors, doorways and gates that are part of an accessible route must have maneuvering clearances (ANSI 404.1, 404.2.3; 2010 Standards 404.1, 404.2.4). In several locations, door maneuvering clearance could be provided by reversing the swing of the doors.

Thresholds. Most thresholds in this project are an issue due to the required bevel not being provided or the threshold being too high, especially at locations where the floor material changes. Thresholds must not exceed 1/2 inch maximum in height. The bottom 1/4 inch is allowed to be vertical and the uppermost 1/4 inch must be beveled at a slope not to exceed 1:2 (ANSI 404.2.4; 2010 Standards 404.2.5).



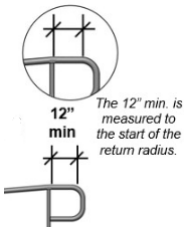


Handrails. Interior and exterior stairs that are part of a means of egress must have compliant handrails (2010 Standards 210.1, 504.6). Most stair handrails in this project were NOT compliant, due to lack of extensions and returns. At the top of a stair flight, handrails must extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing (or must be continuous to the handrail of an adjacent stair flight). At the bottom of a stair flight, handrails must extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing (or must be continuous to the handrail of an adjacent stair flight). After extending the minimum dimension, extensions must return to a wall, guard, or the landing surface (2010 Standards 505.10). While the NYCBC does not specifically address handrails in Chapter 11 Accessibility, similar requirements exist in Chapter 10 Means of Egress.

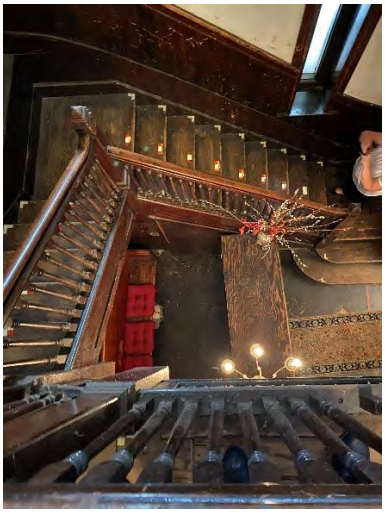


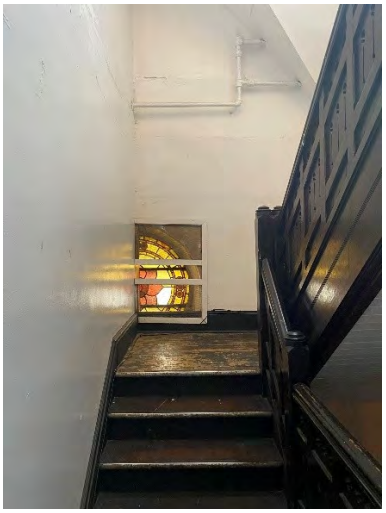


The U.S. Access Board has clarified in their *Guide to the ADA Standards* that the handrail extension is measured to the start of the return radius.



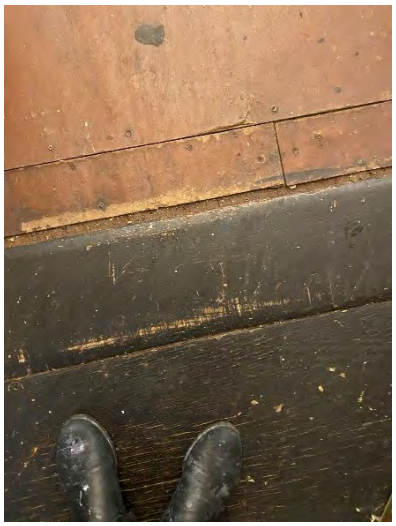
In several locations, handrails were missing completely. Handrails must be provided on both sides of stairs (2010 Standards 505.2).

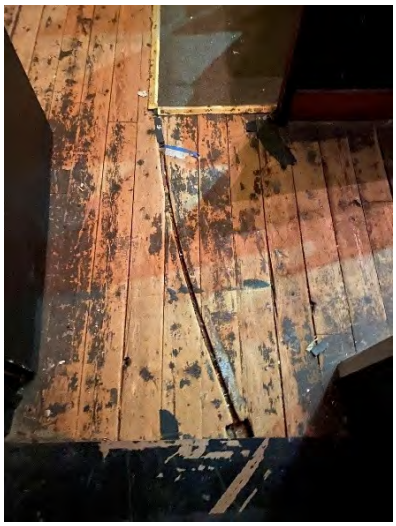






Floor Material. There were several locations in the existing wood floor, where the changes in level exceeded 1/4 of an inch. Changes in level of 1/4 inch high maximum are allowed to be vertical. Changes in level greater than 1/4 inch in height and not more than 1/2 inch maximum in height must be beveled with a slope not steeper than 1:2. Changes in level greater than 1/2 inch in height must be ramped with landings (ANSI 303; 2010 Standards 303).





Signage. No accessible signage was provided in the building.

Directional Signage. Directional signage is required at inaccessible building entrances and inaccessible public toilet rooms in this project indicating the nearest accessible route or toilet room. (NYCBC 1111.2 (1)(2); 2010 Standards 216.6, 216.8) Where a directional sign is required, it should be located to minimize backtracking. In some cases, this could mean locating a sign at the beginning of a route, not just at the inaccessible entrances to a building (2010 Standards Advisory 216.6).

Room Identification & Exits. Where interior or exterior signs are provided identifying permanent rooms and spaces, accessible visual and raised characters must be provided (NYCBC E107.2; 2010 Standards 216.2). Where a tactile sign is provided at a door, the sign must be alongside the door at the latch side. Where no wall space is provided on the latch side of a single door, or to the right side of double doors, signs must be on the nearest adjacent wall (ANSI 703.3.11; 2010 Standards 703.4.2).

Informational. Signs that provide direction to or information about interior spaces and facilities of the site must have accessible visual characters (NYCBC E107.3; 2010 Standards 216.3).

CONCLUSION

The existing West Park Presbyterian church is inaccessible, as any person using a wheeled mobility device cannot enter or move through the building or utilize the facility with full and equal enjoyment. Any new or altered element must be designed and constructed to be compliant with the 2010 ADA Standards (if applicable based on the planned use) and NYC Building Code accessibility requirements. Path of Travel obligations per ADA and NYCBC must be met where there are alterations of a primary function of the facility, up to 20% of the cost of the primary function alteration work. Items not new or altered should be evaluated as items for Barrier Removal or documented for future Barrier Removal.

Per NYCBC where the value of the alteration **exceeds 50 percent of the value of the existing building, or if the alteration project includes a change in the dominant occupancy use** of the building, **then the entire building must comply with the accessibility requirements for new construction**, including but not limited to providing accessible entrances, an accessible route to all levels of the building, accessible toilet and bathing rooms, and an accessible assembly space.

LJ/GB//la

\211323\01\Letters\211323.51.000 West Park Presbyterian Church Accessibilility Survey Memo Rev 2025-09-03.Docx

Exhibit Y

LBG Repair and Restoration Budgets

Leeding Builders Group, LCC
33 East 33rd Street, 7th Floor
New York, NY 10016

West Park Presbyterian Church
165 West 86th Street, New York, NY



Preliminary Budget With Options

Revised September 5, 2025

Issued to Alchemy Properties

LBG

9/5/2025

Preliminary Budget - Assumptions
West Park Presbyterian Church - 165 West 86th Street

Estimate was based on the following documents:

FMD Memo to DOB dated November 12, 2021 Amended December 2, 2021
FMD Façade Review Quantities dated December 12, 2021
FMD Memo to DOB re Violation 21-01507Dated November 16, 2021
FMD Memo Revised December 2, 2021 dated July 29,2025

CCI Accessibility Survey Existing Conditions dated November 11, 2021
CCI Fire Protection and Life Safety Existing Conditions Survey dated November 8, 2021 Revised November 11, 2021

Severud Associates Structural Observation Report Dated November 9, 2021
Severud Associates Structural Observation Report Dated November 16, 2021
Severud Emergency Structural Repair Sketch Dated November 23, 2021
Severud Follow-up Structural Observation Report Dated July 28, 2021

WPPC Existing Church Infill Scenario Upper West Side dated February 17, 2022
FX Collaborative "WPPC Existing Church Facility Area" Dated February 16, 2022
FX Collaborative COY Study Dated July 15, 2025

Assumptions, Qualifications and Exclusions:

FFE work specific to the church, including fire rated stage equipment is excluded
All permits are by owner.

Restoration of existing millwork is excluded. It is assumed that any repair work will use new substitutions.
SSM is excluded
Construction hoist is excluded.
No costs are included to meet existing light and air requirements except in allowance for residential use
An allowance is included for new insulation to meet energy code and new exterior glazing OVER the existing glass windows.
Note that while we are carrying costs for repairing the façade, there has been no discussion on bringing the building up to code for seismic considerations. Should there be a need to stabilize the masonry bell tower / steeple, there would be considerable costs for structural reinforcement and bracing that are not currently included.

Note the above do not take into account modifications to the existing foundation, slabs or supporting elements that may be required due to the new increase in loading due to change in occupancy.

LBG

Preliminary Hard Cost - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	CCIP	SDI	A Remain Church - Façade Restoration - No Code Improvements	B Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements	C Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements	D Residential Use
02 40 00 - Demo	Y	Y	$0	$1,450,000	$1,450,000	$3,861,360
02 40 10 - Abatement	Y	Y	$0	$390,000	$390,000	$790,000
03 30 00 - Cast In Place Concrete	Y	Y	$0	$252,000	$397,920	$2,513,190
04 20 00 - Masonry	Y	Y	$0	$781,469	$781,469	$660,903
04 30 10 - Façade Restoration Scope w/ New Scope	Y	Y	$13,865,544	$13,865,544	$13,865,544	$13,865,544
04 30 20 - Window Restoration	Y	Y	$1,896,376	$0	$0	$0
04 30 30 - New Egress	Y	Y	$0	$127,500	$127,500	$127,500
05 10 00 - Structural Steel	Y	Y	$0	$1,230,000	$1,412,400	$525,000
05 20 00 - Misc Metal	Y	Y	$0	$343,163	$343,163	$220,393
05 20 10 - Wall Stabilization Per Severud Analysis dated July 22, 2022	Y	Y	$1,170,947	$1,170,947	$1,170,947	$1,170,947
06 05 00 - Structural Repair (Wood Framing / Trusses)	Y	Y	$0	$175,000	$175,000	$175,000
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	Y	Y	$0	$3,010,305	$3,101,505	$100,000
06 40 00 - Architectural Millwork	Y	Y	$0	$350,000	$350,000	$0
07 20 00 - Fireproofing	Y	Y	$0	$100,000	$100,000	$0
07 40 00 - Roofing / Waterproofing	Y	Y	$0	$0	$0	$1,500,000
08 10 00 - Doors, Frames & Hardware (furnish only)	Y	Y	$0	$330,000	$330,000	$8,000
08 50 00 - New Windows, Louvers, Replacement Windows	Y	Y	$0	$350,000	$350,000	$445,000
08 80 00 - Interior Glazing & Shower Doors	Y	Y	$0	$0	$0	$0
09 30 00 - Ceramic and Stone	Y	Y	$0	$48,000	$48,000	$0
09 60 00 - Wood Flooring & Carpet	Y	Y	$0	$75,000	$75,000	$0
09 90 00 - Painting	Y	Y	$0	$0	$0	$0
10 14 00 - Signage	Y	Y	$0	$25,000	$25,000	$25,000
10 80 00 - Specialties	Y	Y	$0	$25,000	$25,000	$25,000
50 00 00 Interior Fit out Allowances	Y	Y	$0	$2,468,700	$2,833,500	$8,169,150
14 20 00 - Elevators	Y	Y	$0	$200,000	$200,000	$500,000
14 85 00 - Scaffolding and Protection	Y	Y	$0	$661,750	$661,750	$0
21 00 00 - Fire Protection System	Y	Y	$0	$572,504	$651,136	$732,300
22 00 00 - Plumbing	Y	Y	$0	$435,000	$489,720	$320,000
23 00 00 - HVAC Piping & Ductwork	Y	Y	$0	$1,290,000	$1,370,256	$1,290,000
26 00 00 - Electrical & Low Voltage	Y	Y	$0	$859,537	$1,023,697	$964,436
26 50 00 - Lighting Fixtures	Y	Y	$0	$74,064	$85,008	$214,380
31 00 00 - Excavation / Foundation	Y	Y	$0	$377,000	$377,000	$1,068,000
32 30 00 - Site work	Y	Y	$0	$135,000	$135,000	$135,000
32 40 00 - Landscaping	Y	Y	$0	$0	$0	$0
01 35 04 - Site Security (Allowance)	Y	Y	$0	$330,000	$330,000	$330,000
01 35 28 - Site Safety (Excluded)	Y	Y	$0	$0	$0	$0
FFE - EXCLUDED			$0	$0	$0	$0
Trade Subtotals			**$16,932,867**	**$31,502,483**	**$32,675,515**	**$39,736,103**
General Conditions Costs	13%		$2,201,273	$4,095,323	$4,247,817	$5,165,693
Subtotal			**$19,134,140**	**$35,597,806**	**$36,923,332**	**$44,901,796**
Design Contingency	10%		$1,693,287	$3,150,248	$3,267,551	$3,973,610
Construction Contingency	10%		$1,693,287	$3,150,248	$3,267,551	$3,973,610
Subtotal			**$22,520,713**	**$41,898,302**	**$43,458,435**	**$52,849,016**
CCIP	10.00%		$2,252,071	$4,189,830	$4,345,843	$5,284,902
Subtotal			**$24,772,784**	**$46,088,132**	**$47,804,278**	**$58,133,918**
Insurance (Professional/Auto/Offsite/ Pollution)	2.50%		$563,018	$1,047,458	$1,086,461	$1,321,225
Subtotal			**$25,335,802**	**$47,135,590**	**$48,890,739**	**$59,455,143**
Construction Services Fee	4.00%		$900,829	$1,675,932	$1,738,337	$2,113,961
Subtotal			**$26,236,631**	**$48,811,522**	**$50,629,077**	**$61,569,104**
SDI	1.75%		$394,112	$733,220	$760,523	$924,858
Subtotal			$26,630,743	$49,544,742	$51,389,599	$62,493,962
Escalation 2023	5.5%		$1,464,691	$2,724,961	$2,826,428	$3,437,168
Escalation 2024	3.5%		$983,340	$1,829,440	$1,897,561	$2,307,590
Escalation 2025	3.0%		$872,363	$1,622,974	$1,683,408	$2,047,162
Total			**$29,951,137**	**$55,722,117**	**$57,796,996**	**$70,285,881**

Preliminary Budget Detail
WPPC 165 86th St
9/5/25

	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
02 40 00 - Demo												
1	Decommission and demo / remove existing elevator	1.00	lsum	$75,000.00	/	lsum	$75,000	WIR	$ -	$ 75,000	$ 75,000	$ 75,000
2	Demo slabs to enlarge elevator shaft (slabs and walls)	4.00	ea	$15,000.00	/	ea	$60,000	WI	$ -	$ 60,000	$ 60,000	$ -
3	Selective demo for MEP access and installation of all new work...	1.00	allow	$250,000.00	/	allow	$250,000	WI	$ -	$ 250,000	$ 250,000	$ -
4	Demo and remove existing boilers	1.00	lsum	$25,000.00	/	lsum	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
5	Demo (E) Stairs Enlarge Slab openings for new egress stairs (4 levels, 2 shafts)	8.00	ea	$20,000.00	/	ea	$160,000	WI	$ -	$ 160,000	$ 160,000	$ -
6	Demo and dispose of existing boilers	2.00	ea	$15,000.00	/	ea	$30,000	WI	$ -	$ 30,000	$ 30,000	$ -
7	Misc probe allowance for MEP, structure, etc	1.00	allow	$75,000.00	/	allow	$75,000	WI	$ -	$ 75,000	$ 75,000	$ -
8	Demo INTERIOR FINISHES to expose brick and structural truss deficiencies. (Severud 11/16/21 P3 #3, 4)	1.00	allow	$750,000.00	/	allow	$750,000	WI	$ -	$ 750,000	$ 750,000	$ -
9	Partial Demo Existing Stairs for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$25,000.00	/	allow	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
10												
11												
12	Demolish all interior slabs from Cellar to Attic	34517.00	sf	$80.00	/	sf	$2,761,360	R	$ -	$ -	$ -	$ 2,761,360
13	Stabilize Façade to allow for Demo and new slabs	1.00	allow	$1,000,000.00	/	allow	$1,000,000	R	$ -	$ -	$ -	$ 1,000,000
14			allow		/	allow	$0		$ -	$ -	$ -	$ -
	02 40 00 - Demo						**$5,211,360**		$ -	$ 1,450,000	$ 1,450,000	$ 3,861,360
02 40 10 - Abatement												
1	Abatement Allowance (Interior only)	1.00	lsum	$350,000.00	/	lsum	$350,000	WI	$ -	$ 350,000	$ 350,000	$ -
2	Abate existing abandoned boilers	2.00	ea	$20,000.00	/	ea	$40,000	WIR	$ -	$ 40,000	$ 40,000	$ 40,000
3	Abatement for Residential from3/23/22 Estimate	1.00	allow	$750,000.00	/	allow	$750,000	R	$ -	$ -	$ -	$ 750,000
	02 40 10 - Abatement						**$1,140,000**		$ -	$ 390,000	$ 390,000	$ 790,000
03 30 00 - Cast In Place Concrete												
1	Concrete infill at slabs at enlarged elevator opening	4.00	ea	$10,000.00	/	ea	$40,000	WIR	$ -	$ 40,000	$ 40,000	$ 40,000
2	Patch Concrete at new egress stair opening	8.00	lsum	$10,000.00	/	lsum	$80,000	WI	$ -	$ 80,000	$ 80,000	$ -
3	Misc MEP opening patching allowance	1.00	lsum	$50,000.00	/	lsum	$50,000	WI	$ -	$ 50,000	$ 50,000	$ -
4	MEP Pads	1.00	allow	$10,000.00	/	allow	$10,000	WIR	$ -	$ 10,000	$ 10,000	$ 10,000
5	New Landings, misc infill (per CCI Report 11/11/21 pg 15)	1.00	allow	$25,000.00	/	allow	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
6	Pour Ramps for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$25,000.00	/	allow	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
7	Concrete Ramps for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$17,000.00	/	allow	$17,000	WIR	$ -	$ 17,000	$ 17,000	$ 17,000
8	Concrete Ramps for ADA Sanctuary Access (per CCI 11/11/21 pg 5)	1.00	allow	$5,000.00	/	allow	$5,000	WIR	$ -	$ 5,000	$ 5,000	$ 5,000
9	New Slab per "Preliminary Area Chart" FX 3/8/22	34517.00	gsf	$70.00		gsf	$2,416,190	R	$ -	$ -	$ -	$ 2,416,190
10	Infill Slab on Metal Deck per2/17/22 Infill FX	3648.00	sf	$40.00		sf	$145,920	I	$ -	$ -	$ 145,920	$ -
	03 30 00 - Cast In Place Concrete						**$180,000**		$ -	$ 252,000	$ 397,920	$ 2,513,190

Preliminary Budget Detail
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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
04 20 00 - Masonry												
1	Misc patching allowance for MEP access holes	1.00	allow	$125,000.00	/ allow		$125,000	WI	$ -	$ 125,000	$ 125,000	$ -
2												
	Structural masonry repair (per Severud 11/16/21 p2, 3 #3, 4)	1.00	allow	$500,000.00	/ allow		$500,000	WI	$ -	$ 500,000	$ 500,000	$ -
3	Misc patching allowance for MEP access holes	1.00	allow	$50,000.00	/ allow		$50,000	R	$ -	$ -	$ -	$ 50,000
4												
	Structural masonry repair (per Severud 11/16/21 p2, 3 #3, 4)	1.00	allow	$150,000.00	/ allow		$150,000	R	$ -	$ -	$ -	$ 150,000
5	New Masonry at Rear Façade Block	5422.39	sf	$20.00	/ sf		$108,448	R	$ -	$ -	$ -	$ 108,448
6	New Masonry at Rear façade - Brick, insulation, WP, etc	5422.39	sf	$65.00	/ sf		$352,455	R	$ -	$ -	$ -	$ 352,455
7												
8	**From 7/7/22 FX Accessible Layout**											
9	**12"CMU**											
10	Cellar	135	sf	$25.00	/ sf		$3,375	WI	$ -	$ 3,375	$ 3,375	$ -
11	1st Floor	108	sf	$25.00	/ sf		$2,700	WI	$ -	$ 2,700	$ 2,700	$ -
12	2nd Floor	288	sf	$25.00	/ sf		$7,200	WI	$ -	$ 7,200	$ 7,200	$ -
13	3rd Floor	94.5	sf	$25.00	/ sf		$2,363	WI	$ -	$ 2,363	$ 2,363	$ -
14	4th Floor	234	sf	$25.00	/ sf		$5,850	WI	$ -	$ 5,850	$ 5,850	$ -
15	**8" CMU**											
16	Cellar	1522.5	sf	$22.00	/ sf		$33,495	WI	$ -	$ 33,495	$ 33,495	$ -
17	1st Floor	1524	sf	$22.00	/ sf		$33,528	WI	$ -	$ 33,528	$ 33,528	$ -
18	2nd Floor	592	sf	$22.00	/ sf		$13,024	WI	$ -	$ 13,024	$ 13,024	$ -
19	3rd Floor	651	sf	$22.00	/ sf		$14,322	WI	$ -	$ 14,322	$ 14,322	$ -
20	4th Floor	1846	sf	$22.00	/ sf		$40,612	WI	$ -	$ 40,612	$ 40,612	$ -
	04 20 00 - Masonry						**$1,442,372**		$ -	$ 781,469	$ 781,469	$ 660,903
04 30 10 - Façade Restoration Scope w/ New Scope												
1	Revised Scope see estimate dated March 30, 2023	1.00	lsum	$13,698,294	/ lsum		$13,698,294	CWIR	$ 13,698,294	$ 13,698,294	$ 13,698,294	$ 13,698,294
2	TRADE COSTS ONLY - MARKUPS BELOW											
3	**Adjustments for Work Complete and Additional Work (FMD 3/23/23)**				/	0	$0	CWIR	$ -	$ -	$ -	$ -
4	Meeting Roof Replaced since 2011 Report	-500.00	sf	$95.00	/ sf		($47,500)	CWIR	$ (47,500)	$ (47,500)	$ (47,500)	$ (47,500)
5	Slate Tile Replacement	125.00	ea	$130.00	/ ea		$16,250	CWIR	$ 16,250	$ 16,250	$ 16,250	$ 16,250
6	Replace Brick Parapet – 25 LF (in items 18.Allowance for Brick Repair?)	25.00	lf	$1,300.00	/ lf		$32,500	CWIR	$ 32,500	$ 32,500	$ 32,500	$ 32,500
7	Copper Leader Pipes- 30 LF	30.00	lf	$200.00	/ lf		$6,000	CWIR	$ 6,000	$ 6,000	$ 6,000	$ 6,000
8	Install Wall Ties – 3,700 EA	3700.00	ea	$25.00	/ ea		$92,500	CWIR	$ 92,500	$ 92,500	$ 92,500	$ 92,500
9	Replace Skylights – 2 at 50 SF (at Meeting Building)	2.00	ea	$33,750.00	/ ea		$67,500	CWIR	$ 67,500	$ 67,500	$ 67,500	$ 67,500
	04 30 10 - Façade Restoration Scope w/ New Scope						**$13,865,544**		$ 13,865,544	$ 13,865,544	$ 13,865,544	$ 13,865,544

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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
04 30 20 - Window Restoration												
1	Liberty Stained Glass Proposal Dated ___/__/__ Less Contingency	1.00	lsum	$1,896,376.00	/	lsum	$1,896,376	C	$ 1,896,376	$ -	$ -	$ -
	04 30 20 - Window Restoration						**$1,896,376**		$ 1,896,376	$ -	$ -	$ -
04 30 30 - New Egress												
1	Demo at Façade for new Egress Door (GFP 7/7/22 FX)	1.00	allow	$2,500.00	/	allow	$2,500	WIR	$ -	$ 2,500	$ 2,500	$ 2,500
2	Furnish and Install new egress door	1	allow	$25,000.00	/	allow	$25,000.00	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
3	Masonry Repairs (patching, infill) to LPC Standards - EXCLUDED	1.00	lsum	$100,000.00	/	lsum	$100,000	WIR	$ -	$ 100,000	$ 100,000	$ 100,000
	04 30 30 - New Egress						**$127,500**		$ -	$ 127,500	$ 127,500	$ 127,500
05 10 00 - Structural Steel												
1	New framing for elevator shaft (columns and beams)	4.00	ea	$65,000.00	/	ea	$260,000	WI	$ -	$ 260,000	$ 260,000	$ -
2	Rail supports for elevator	4.00	ea	$5,000.00	/	ea	$20,000	WI	$ -	$ 20,000	$ 20,000	$ -
3	Structural framing / reinforcements for new AC units.	1.00	lsum	$25,000.00	/	lsum	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
4	Framing for new egress stairs	8.00	lsum	$75,000.00	/	lsum	$600,000	WI	$ -	$ 600,000	$ 600,000	$ -
5	Allowance for repair.	1.00	lsum	$75,000.00	/	lsum	$75,000	WIR	$ -	$ 75,000	$ 75,000	$ 75,000
6	Structural repair of façade walls and truss supports (per Severud 11/16/21 pg 3 # 3,4,5)	1.00	allow	$250,000.00	/	allow	$250,000	WIR	$ -	$ 250,000	$ 250,000	$ 250,000
7	Modification of Roof Framing at New Setbacks	1.00	allow	$200,000.00	/	allow	$200,000	R	$ -	$ -	$ -	$ 200,000
8	Infill Slab on Metal Deck per2/17/22 Infill FX	3648.00	sf	$50.00		sf	$182,400	I	$ -	$ -	$ 182,400	$ -
	05 10 00 - Structural Steel						**$1,612,400**		$ -	$ 1,230,000	$ 1,412,400	$ 525,000
05 20 00 - Misc Metal												
1	New Egress Stairs (2 Runs - 5 floors each from cellar to 4th floor)	8.00	lsum	$15,000.00	/	lsum	$120,000	WI	$ -	$ 120,000	$ 120,000	$ -
2	Dunnage for new AC VRF units	1.00	lsum	$25,000.00	/	lsum	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
3	Misc handrail allowance - code only (per CCI report 11/11/21 page 11)	1.00	allow	$50,000.00	/	allow	$50,000	WIR	$ -	$ 50,000	$ 50,000	$ 50,000
4	Balcony handrail allowance - code only (per CCI report 11/11/21 page 11)	1.00	allow	$25,000.00	/	allow	$25,000.00	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
5	Install Railings for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$15,000.00	/	allow	$15,000.00	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
6	Decorative railings for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$25,000.00	/	allow	$25,000.00	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
7	Decorative railings for ADA Sanctuary Access (per CCI 11/11/21 pg 5)	1.00	allow	$5,500.00	/	allow	$5,500.00	WI	$ -	$ 5,500	$ 5,500	$ -
8												
9	Allowance for Conversion	34517.00	gsf	$2.25	/	gsf	$77,663.25	WI	$ -	$ 77,663	$ 77,663	$ -
10	Allowance for Residential Conversion (YOE	35730.00	gsf	$2.25	/	gsf	$80,392.50	R	$ -	$ -	$ -	$ 80,393
	05 20 00 - Misc Metal						**$423,556**		$ -	$ 343,163	$ 343,163	$ 220,393

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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
05 20 10 - Wall Stabilization Per Severud Analysis dated July 22, 2022												
1	Reference LBG Estimate Dated 9/6/22	1.00	lsum	$1,170,947	/	lsum	$1,170,947.00	CWIR	$ 1,170,947	$ 1,170,947	$ 1,170,947	$ 1,170,947
2		1.00	lsum		/	lsum	$0.00	CWI	$ -	$ -	$ -	$ -
	05 20 10 - Wall Stabilization Per Severud Analysis dated July 22, 2022						**$1,170,947**		$ 1,170,947	$ 1,170,947	$ 1,170,947	$ 1,170,947
06 05 00 - Structural Repair (Wood Framing / Trusses)												
1												
	Allowances for joists and trusses (per Severud 11/16/21 pg 3 #5)	1.00	allow	$150,000.00	/	lsum	$150,000	WIR	$ -	$ 150,000	$ 150,000	$ 150,000
2	Repair of storage Room Floor (per Severud 11/16/21 #6)	1.00	lsum	$25,000.00	/	lsum	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
3		1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
4		1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
	06 05 00 - Structural Repair (Wood Framing / Trusses)						**$175,000**		$ -	$ 175,000	$ 175,000	$ 175,000
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim												
1	New elevator shaft walls	1500	sf	$18.00	/	sf	$27,000.00	WI	$ -	$ 27,000	$ 27,000	$ -
2	Patching for MEP trades / probes etc	1	allow	$100,000.00	/	allow	$100,000.00	WI	$ -	$ 100,000	$ 100,000	$ -
3												
	New Shaft wall for stairs (per CCI report 11/11/21 page 7)	6720	lsum	$18.00	/	lsum	$120,960.00	WI	$ -	$ 120,960	$ 120,960	$ -
4	New doors (Install) (per CCI report 11/11/21 page 7)	20	lsum	$500.00	/	lsum	$10,000.00	WI	$ -	$ 10,000	$ 10,000	$ -
5	New bathroom walls	0	sf	$11.00	/	sf	$0.00	WI	$ -	$ -	$ -	$ -
6												
	New cellar framing for new EMR closet, new services and egress	2650	sf	$12.00	/	sf	$31,800.00	WI	$ -	$ 31,800	$ 31,800	$ -
7	Patching of Damage to Existing Plaster	1	lsum	$350,000.00	/	lsum	$350,000.00	WI	$ -	$ 350,000	$ 350,000	$ -
8	Temp Protection Allowance	1	lsum	$75,000.00	/	lsum	$75,000.00	WI	$ -	$ 75,000	$ 75,000	$ -
9	New Rated Ceilings at Chapel building	12000	sf	$9.00	/	sf	$108,000.00	WI	$ -	$ 108,000	$ 108,000	$ -
10	Removal and reinstallation of pews in Sanctuary	1	lsum	$50,000.00	/	lsum	$50,000.00	WI	$ -	$ 50,000	$ 50,000	$ -
11	New egress from stairs - route TBD Allowance only (per CCI report 11/11/21 page 7)	1	allow	$150,000.00	/	allow	$150,000.00	WI	$ -	$ 150,000	$ 150,000	$ -
12	New Spray / blown-in insulation to meet Energy Code	56000	sf	$15.00	/	sf	$840,000.00	WI	$ -	$ 840,000	$ 840,000	$ -
13	Restoration of black iron, framing, ceiling and interior finishes for structural repairs (Severud 11/16/21 various)	1	allow	$750,000.00	/	allow	$750,000.00	WI	$ -	$ 750,000	$ 750,000	$ -
14	OSHA Protection	1	allow	$100,000.00	/	allow	$100,000.00	WIR	$ -	$ 100,000	$ 100,000	$ 100,000
15												

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	Description	Quantity	Cost	Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
16	**From 7/7/22 FX Accessible Layout**								
17									
18	Furnish and Install new egress door	1 allow	$25,000.00 / allow	$25,000.00	WI	$ -	$ 25,000	$ 25,000	$ -
19	**Perimeter Furring w/ Insulation**								
20	1st Floor	744 sf	$22.00 / sf	$16,368.00	WI	$ -	$ 16,368	$ 16,368	$ -
21	2nd Floor	1520 sf	$22.00 / sf	$33,440.00	WI	$ -	$ 33,440	$ 33,440	$ -
22	3rd Floor	1008 sf	$22.00 / sf	$22,176.00	WI	$ -	$ 22,176	$ 22,176	$ -
23	4th Floor	2470 sf	$22.00 / sf	$54,340.00	WI	$ -	$ 54,340	$ 54,340	$ -
24	**Demising**								
25	1st Floor	1668 sf	$11.50 / sf	$19,182.00	WI	$ -	$ 19,182	$ 19,182	$ -
26	2nd Floor	2470 sf	$11.50 / sf	$28,405.00	WI	$ -	$ 28,405	$ 28,405	$ -
27	3rd Floor	2470 sf	$11.50 / sf	$28,405.00	WI	$ -	$ 28,405	$ 28,405	$ -
28	4th Floor	2470 sf	$11.50 / sf	$28,405.00	WI	$ -	$ 28,405	$ 28,405	$ -
29	**Furring**								
30	Cellar	210 sf	$9.50 / sf	$1,995.00	WI	$ -	$ 1,995	$ 1,995	$ -
31	1st Floor	624 sf	$9.50 / sf	$5,928.00	WI	$ -	$ 5,928	$ 5,928	$ -
32	2nd Floor	784 sf	$9.50 / sf	$7,448.00	WI	$ -	$ 7,448	$ 7,448	$ -
33	3rd Floor	325.5 sf	$9.50 / sf	$3,092.25	WI	$ -	$ 3,092	$ 3,092	$ -
34	4th Floor	1170 sf	$9.50 / sf	$11,115.00	WI	$ -	$ 11,115	$ 11,115	$ -
35	**Interior**								
36	Cellar	75 sf	$8.00 / sf	$600.00	WI	$ -	$ 600	$ 600	$ -
37	2nd Floor	120 sf	$8.00 / sf	$960.00	WI	$ -	$ 960	$ 960	$ -
38	4th Floor	312 sf	$8.00 / sf	$2,496.00	WI	$ -	$ 2,496	$ 2,496	$ -
39	**Demising Chase**								
40	Cellar	112.5 sf	$12.00 / sf	$1,350.00	WI	$ -	$ 1,350	$ 1,350	$ -
41	2nd Floor	180 sf	$12.00 / sf	$2,160.00	WI	$ -	$ 2,160	$ 2,160	$ -
42	4th Floor	390 sf	$12.00 / sf	$4,680.00	WI	$ -	$ 4,680	$ 4,680	$ -
43									
44	Commercial / Community infill area allowance	3648.00 sf	$25.00 sf	$91,200	I	$ -	$ -	$ 91,200	$ -
	06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim			**$3,101,505**		$ -	$ 3,010,305	$ 3,101,505	$ 100,000
	06 40 00 - Architectural Millwork								
1	Repair of existing millwork / architectural elements	1.00 lsum	$350,000.00 / lsum	$350,000	WI	$ -	$ 350,000	$ 350,000	$ -
	06 40 00 - Architectural Millwork			**$350,000**		$ -	$ 350,000	$ 350,000	$ -
	07 20 00 - Fireproofing								
1	Spray FP at new framing	1.00 lsum	$65,000.00 / lsum	$65,000	WI	$ -	$ 65,000	$ 65,000	$ -
2	Spray FP patching allowance	1.00 allow	$35,000.00 / lsum	$35,000	WI	$ -	$ 35,000	$ 35,000	$ -
	07 20 00 - Fireproofing			**$100,000**		$ -	$ 100,000	$ 100,000	$ -

Preliminary Budget Detail
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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
07 40 00 - Roofing / Waterproofing												
1	Excluded	1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
2	New roof allowance for residential modification	1.00	lsum	$1,500,000.00	/	lsum	$1,500,000	R WI	$ -	$ -	$ -	$ 1,500,000
	07 40 00 - Roofing / Waterproofing						**$1,500,000**		$ -	$ -	$ -	$ 1,500,000
08 10 00 - Doors, Frames & Hardware (furnish only)												
1	New Stair Doors	8.00	ea	$1,800.00	/	ea	$14,400	WI	$ -	$ 14,400	$ 14,400	$ -
2	New EMR Door	1.00	ea	$1,800.00	/	ea	$1,800	WI	$ -	$ 1,800	$ 1,800	$ -
3	New Bathroom Doors	6.00	ea	$1,800.00	/	ea	$10,800	WI	$ -	$ 10,800	$ 10,800	$ -
4	Misc Repairs for existing doors	1.00	allow	$50,000.00	/	allow	$50,000	WI	$ -	$ 50,000	$ 50,000	$ -
5	Modify / Repair Existing Wood Doors for ADA Entrances (per CCI	1.00	allow	$120,000.00	/	allow	$120,000	WI	$ -	$ 120,000	$ 120,000	$ -
6	Modify openings for ADA Entry Doors (per CCI 11/11/21 pg 6)	1.00	allow	$50,000.00	/	allow	$50,000	WI	$ -	$ 50,000	$ 50,000	$ -
7	New Doors all locations for ADA Entry Doors (per CCI 11/11/21	1.00	allow	$75,000.00	/	allow	$75,000	WI	$ -	$ 75,000	$ 75,000	$ -
8	Modify Thresholds for ADA Entry Doors (per CCI 11/11/21 pg 6)	1.00	allow	$8,000.00	/	allow	$8,000	WIR	$ -	$ 8,000	$ 8,000	$ 8,000
	08 10 00 - Doors, Frames & Hardware (furnish only)						**$330,000**		$ -	$ 330,000	$ 330,000	$ 8,000
08 50 00 - New Windows, Louvers, Replacement Windows												
1	Existing Window Restoration - Inc With Façade Restoration	0.00	allow	$0.00	/	allow	$0	WI	$ -	$ -	$ -	$ -
2	Additional lite for energy code (Assumed)	1.00	allow	$350,000.00	/	allow	$350,000	WI	$ -	$ 350,000	$ 350,000	$ -
3	New Windows per drawing	600.00	sf	$250.00	/	sf	$150,000	R	$ -	$ -	$ -	$ 150,000
4	Legal Window Modifications (Allowance)	1200.00	sf	$100.00	/	sf	$120,000	R	$ -	$ -	$ -	$ 120,000
5	Assumed rear yard windows	500.00	sf	$150.00	/	sf	$75,000	R	$ -	$ -	$ -	$ 75,000
6	Louver allowance	1.00	allow	$100,000.00	/	allow	$100,000	R	$ -	$ -	$ -	$ 100,000
	08 50 00 - New Windows, Louvers, Replacement Windows						**$795,000**		$ -	$ 350,000	$ 350,000	$ 445,000
08 80 00 - Interior Glazing & Shower Doors												
1	Excluded	1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
	08 80 00 - Interior Glazing & Shower Doors						**$0**		$ -	$ -	$ -	$ -
09 30 00 - Ceramic and Stone												
1	New Bathroom Tile Floors and Walls	6	ea	$8,000	/	ea	$48,000	WI	$ -	$ 48,000	$ 48,000	$ -
	09 30 00 - Ceramic and Stone						**$48,000**		$ -	$ 48,000	$ 48,000	$ -

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09 60 00 - Wood Flooring & Carpet									
1	Remove and replace carpet IN FITOUT ALLOWANCE	0.00 sf	$9.00 / sf	$0	WI	$ -	$ -	$ -	$ -
2	VCT in Chapel offices	0.00 sf	$5.00 / sf	$0	WI	$ -	$ -	$ -	$ -
3	Wood Floor Repair / Restoration Allowance IN FITOUT ALLOWANCE	0.00 allow	$125,000.00 / allow	$0	WI	$ -	$ -	$ -	$ -
4	Flooring allowance for ADA GF Access (per CCI 11/11/21 pg 4)	1.00 allow	$50,000.00 / allow	$50,000	WI	$ -	$ 50,000	$ 50,000	$ -
5	Flooring allowance for ADA Sanctuary Access (per CCI 11/11/21 pg 5)	1.00 allow	$25,000.00 / allow	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
	09 60 00 - Wood Flooring & Carpet			**$75,000**		$ -	$ 75,000	$ 75,000	$ -
09 90 00 - Painting									
1	Paint Interior IN FITOUT ALLOWANCE	0.00 lsum	$250,000.00 / lsum	$0	WIR	$ -	$ -	$ -	$ -
	09 90 00 - Painting			**$0**		$ -	$ -	$ -	$ -
10 14 00 - Signage									
1	Allowance for Code Signage	1.00 allow	$25,000.00 / allow	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
	10 14 00 - Signage			**$25,000**		$ -	$ 25,000	$ 25,000	$ 25,000
10 80 00 - Specialties									
1	Fire Extinguisher Cabinets	1.00 allow	$25,000.00 / allow	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
	10 80 00 - Specialties			**$25,000**		$ -	$ 25,000	$ 25,000	$ 25,000

Preliminary Budget Detail
WPPC 165 86th St
9/5/25

	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
50 00 00 Interior Fit out Allowances												
1	Residential Fit Out Allowance covers finishes not above	16377.00	lsum	$350.00	/	lsum	$5,731,950	R	$ -	$ -	$ -	$ 5,731,950
2	Residential Lobby Fit Out Allowance covers finishes not above	1138.00	lsum	$400.00	/	lsum	$455,200	R	$ -	$ -	$ -	$ 455,200
3	Residential Amenity Fit Out Allowance covers finishes not above	7970.00	lsum	$200.00	/	lsum	$1,594,000	R	$ -	$ -	$ -	$ 1,594,000
4	Office White Box Fit out Allowance (All Areas - Less Partitions)	24687.00	sf	$100.00	/	sf	$2,468,700	WI	$ -	$ 2,468,700	$ 2,468,700	$ -
4	Office White Box Infill Fit Out Allowances- Second Floor (additive to above from 2/17/22 FX Infill)	2157.00	sf	$100.00	/	sf	$215,700	I	$ -	$ -	$ 215,700	$ -
5	Office White Box Infill Fit Out Allowances - Third Floor (additive to above)	1491.00	sf	$100.00	/	sf	$149,100	I	$ -	$ -	$ 149,100	$ -
6	Additional area from 7/15/25 COY Study	970.00	sf	$400.00		sf	$388,000	R	$ -	$ -	$ -	$ 388,000
	50 00 00 Interior Fit out Allowances						**$11,002,650**		$ -	$ 2,468,700	$ 2,833,500	$ 8,169,150
11 95 00 - Winter Heat, Summer Concrete, and Climate Control												
1	Excluded	1.00	allow		/	allow	$0	WI	$ -	$ -	$ -	$ -
	11 95 00 - Winter Heat, Summer Concrete, and Climate Control						**$0**		$ -	$ -	$ -	$ -
14 20 00 - Elevators												
1	New 4 stop elevator (stretcher car)	4.00	stops	$50,000.00	/	stops	$200,000	WIR	$ -	$ 200,000	$ 200,000	$ 200,000
2	New Additional Car for Residential	4.00	stops	$75,000.00	/	stops	$300,000	R	$ -	$ -	$ -	$ 300,000
3		1.00	lsum		/	lsum	$0		$ -	$ -	$ -	$ -
	14 20 00 - Elevators						**$500,000**		$ -	$ 200,000	$ 200,000	$ 500,000
14 85 00 - Scaffolding and Protection												
1	Install common scaffold for entire Nave / Sanctuary (40' high)	3360.00	sf	$50.00	/	sf	$168,000	WI	$ -	$ 168,000	$ 168,000	$ -
2	Install common scaffold for entire Nave / Sanctuary (25' high)	2850.00	sf	$35.00	/	sf	$99,750	WI	$ -	$ 99,750	$ 99,750	$ -
3	Stair Towers inc above	0.00	ea	$0.00	/	ea	$0	WI	$ -	$ -	$ -	$ -
4	Shoring for truss repairs to cellar (per Severud 11/16/21 Pg3 #4)	1.00	allow	$350,000.00	/	allow	$350,000	WI	$ -	$ 350,000	$ 350,000	$ -
5	Sidewalk Bridge - INCLUDED WITH FAÇADE RESTORATION	0.00	lf	$500.00		lf	$0	WI	$ -	$ -	$ -	$ -
5	Jersey Barriers / Logistics	200.00	lf	$155.00		lf	$31,000	WI	$ -	$ 31,000	$ 31,000	$ -
6	Site Fence	200.00	lf	$65.00		lf	$13,000	WI	$ -	$ 13,000	$ 13,000	$ -
	14 85 00 - Scaffolding and Protection						**$661,750**		$ -	$ 661,750	$ 661,750	$ -

Preliminary Budget Detail
WPPC 165 86th St
9/5/25

	Description	Quantity	Cost	Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
21 00 00 - Fire Protection System									
1	New Fire Pumps	1.00 lsum	$125,000.00 / lsum	$125,000	WIR	$ -	$ 125,000	$ 125,000	$ 125,000
2	CCI11/11/21 Report page 6, 18)	2.00 ea	$75,000.00 / ea	$150,000	WIR	$ -	$ 150,000	$ 150,000	$ 150,000
3	Install of pipe and heads (per CCI11/11/21 Report page 6, 18)	24688.00 sf	$8.00 / sf	$197,504	W	$ -	$ 197,504	$ -	$ -
4	Install of pipe and heads (per CCI11/11/21 Report page 6, 18)	34517.00 sf	$8.00 / sf	$276,136	I	$ -	$ -	$ 276,136	$ -
5	Install of pipe and heads (per CCI11/11/21 Report page 6, 18) Resi Option Only	35730.00 sf	$8.00 / sf	$285,840	R	$ -	$ -	$ -	$ 285,840
5	Additional heads required for residential	35730.00 sf	$2.00 / sf	$71,460	R	$ -	$ -	$ -	$ 71,460
6	New standpipe in new egress stairs (per CCI11/11/21 Report page 6, 18)	2.00 lsum	$50,000.00 / lsum	$100,000	WIR	$ -	$ 100,000	$ 100,000	$ 100,000
					WI	$ -	$ -	$ -	$ -
					I				
	21 00 00 - Fire Protection System			**$1,205,940**		$ -	$ 572,504	$ 651,136	$ 732,300
22 00 00 - Plumbing									
1	New sump pump for elevator	1.00 lsum	$15,000.00 / lsum	$15,000	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
2	New water service for Fire Protection	1.00 lsum	$35,000.00 / lsum	$35,000	WIR	$ -	$ 35,000	$ 35,000	$ 35,000
3	New boiler Office	1.00 lsum	$25,000.00 / lsum	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
	New Boiler Residential	1.00 lsum	$25,001.00 / lsum	$35,000	R	$ -	$ -	$ -	$ 35,000
4	New domestic HW heater	1.00 lsum	$15,000.00 / lsum	$15,000	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
5	New heat piping	1.00 lsum	$200,000.00 / lsum	$200,000	WIR	$ -	$ 200,000	$ 200,000	$ 200,000
6	New domestic lines to new bathrooms	1.00 lsum	$35,000.00 / lsum	$35,000	WI	$ -	$ 35,000	$ 35,000	$ -
7	New bathrooms (assume 6 total) (rough and fixtures, accessories)	6.00 lsum	$15,000.00 / lsum	$90,000	WI	$ -	$ 90,000	$ 90,000	$ -
8	Disconnect and reconnect existing systems	1.00 lsum	$20,000.00 / lsum	$20,000	WIR	$ -	$ 20,000	$ 20,000	$ 20,000
9	MEP Increase for infill area allowance	3648.00 sf	$15.00 sf	$54,720	I	$ -	$ -	$ 54,720	$ -
			22 00 00 - Plumbing	**$524,720**		$ -	$ 435,000	$ 489,720	$ 320,000
23 00 00 - HVAC Piping & Ductwork									
1	Ventilation for elevator shaft	1.00 lsum	$25,000.00 / lsum	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
2	AC for EMR closet	1.00 lsum	$15,000.00 / lsum	$15,000	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
3	Assumed new VRF cooling system (air cooled)	1.00 lsum	$400,000.00 / lsum	$400,000	WIR	$ -	$ 400,000	$ 400,000	$ 400,000
4	Install new interior ductless units and condensate lines	1.00 lsum	$200,000.00 / lsum	$200,000	WIR	$ -	$ 200,000	$ 200,000	$ 200,000
5	New make up air system	1.00 lsum	$250,000.00 / lsum	$250,000	WIR	$ -	$ 250,000	$ 250,000	$ 250,000
6	New smoke purge system(per CCI Report 11/11/21 page 6)	1.00 lsum	$350,000.00 / lsum	$350,000	WIR	$ -	$ 350,000	$ 350,000	$ 350,000
7	New TX riser	1.00 lsum	$50,000.00 / lsum	$50,000	WIR	$ -	$ 50,000	$ 50,000	$ 50,000
8	MEP Increase for infill area allowance	3648.00 sf	$22.00 sf	$80,256	I	$ -	$ -	$ 80,256	$ -
			23 00 00 - HVAC Piping & Ductwork	**$1,370,256**		$ -	$ 1,290,000	$ 1,370,256	$ 1,290,000

LBG

Preliminary Budget Detail
WPPC 165 86th St
9/5/25

	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
26 00 00 - Electrical & Low Voltage												
1	Elevator power (from switchgear to disconnect	1.00	lsum	$45,000.00	/	lsum	$45,000	WIR	$ -	$ 45,000	$ 45,000	$ 45,000
	Fire Alarm (per CCI Report 11/11/21 page 6)							WI	$ -	$ -	$ -	$ -
2	Install conduit and wire for new FA	24688.00	lsum	$6.00	/	lsum	$148,128	WI	$ -	$ 148,128	$ 148,128	$ -
	Install conduit and wire for new FA	35730.00	lsum	$6.00	/	lsum	$214,380	R	$ -	$ -	$ -	$ 214,380
3	New devices	1.00	lsum	$150,000.00	/	lsum	$150,000	WIR	$ -	$ 150,000	$ 150,000	$ 150,000
4	New FA command center	1.00	lsum	$65,000.00	/	lsum	$65,000	WIR	$ -	$ 65,000	$ 65,000	$ 65,000
5	Power to new AC VRF units	1.00	lsum	$45,000.00	/	lsum	$45,000	WIR	$ -	$ 45,000	$ 45,000	$ 45,000
6	Upgrade switchgear / service size	1.00	allow	$250,000.00	/	allow	$250,000	WIR	$ -	$ 250,000	$ 250,000	$ 250,000
7	Upgrade Stage Lighting	0.00	allow	$50,000.00	/	allow	$0	WI	$ -	$ -	$ -	$ -
8	Upgrade Stage Audio	0.00	allow	$25,000.00	/	allow	$0	WI	$ -	$ -	$ -	$ -
9	Temp Lighting / Power	24688.00	sf	$1.50	/	sf	$37,032	WI	$ -	$ 37,032	$ 37,032	$ -
	Temp Lighting / Power	35730.00	sf	$1.50	/	sf	$53,595	R	$ -	$ -	$ -	$ 53,595
10	Disconnect / existing equipment and reconnect	1.00	allow	$20,000.00	/	allow	$20,000	WIR	$ -	$ 20,000	$ 20,000	$ 20,000
11	Emergency Lighting (per CCI Report 11/11/21 page 7, 16)	24688.00	lsum	$2.00	/	lsum	$49,376	WI	$ -	$ 49,376	$ 49,376	$ -
	Emergency Lighting (per CCI Report 11/11/21 page 7, 16)	35730.00	lsum	$2.00	/	lsum	$71,460	R	$ -	$ -	$ -	$ 71,460
12	New Exit Signage (per CCI Report 11/11/21 page 7, 16)	1.00	allow	$20,000.00	/	allow	$20,000	WIR	$ -	$ 20,000	$ 20,000	$ 20,000
13												
	New Step lighting install only (per CCI Report 11/11/21 page 12)	1.00	allow	$15,000.00	/	allow	$15,000	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
14	New CO monitors (per CCI Report 11/11/21 page 19	1.00	allow	$15,001.00	/	allow	$15,001	WIR	$ -	$ 15,001	$ 15,001	$ 15,001
15	MEP Increase for infill area allowance	3648.00	sf	$45.00		sf	$164,160	I	$ -	$ -	$ 164,160	$ -
									$ -	$ -	$ -	$ -
	26 00 00 - Electrical & Low Voltage						**$1,363,132**		$ -	$ 859,537	$ 1,023,697	$ 964,436
26 50 00 - Lighting Fixtures												
1	Allowance (excludes decorative fixtures)	24688.00	sf	$3.00	/	sf	$74,064	WI	$ -	$ 74,064	$ 74,064	$ -
2	Allowance for Infill	3648.00	sf	$3.00	/	sf	$10,944	I	$ -	$ -	$ 10,944	$ -
3	Allowance (excludes decorative fixtures)	35730.00	sf	$6.00	/	sf	$214,380	R	$ -	$ -	$ -	$ 214,380
	26 50 00 - Lighting Fixtures						**$299,388**		$ -	$ 74,064	$ 85,008	$ 214,380
31 00 00 - Excavation / Foundation												
1	Demo and excavate for new elevator pit (inc disposal)	1.00	lsum	$85,000.00	/	lsum	$85,000	WIR	$ -	$ 85,000	$ 85,000	$ 85,000
2	SOE / underpinning for new elevator	1.00	lsum	$75,000.00	/	lsum	$75,000	WIR	$ -	$ 75,000	$ 75,000	$ 75,000
3	Waterproofing for elevator pit	1.00	lsum	$8,000.00	/	lsum	$8,000	WIR	$ -	$ 8,000	$ 8,000	$ 8,000
4	Concrete for elevator pit	1.00	lsum	$50,000.00	/	lsum	$50,000	WIR	$ -	$ 50,000	$ 50,000	$ 50,000
5	Foundations for stair towers	2.00	ea	$50,000.00	/	ea	$100,000	WIR	$ -	$ 100,000	$ 100,000	$ 100,000
6	Infill of vault (per Severud 11/16/21 #7)	1.00	allow	$34,000.00	/	allow	$34,000	WI	$ -	$ 34,000	$ 34,000	$ -
7	Cellar Void Repair (per Severud 11/16/21 #8)	1.00	allow	$25,000.00	/	allow	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
8	Residential Core Footing	1.00	allow	$500,000.00	/	allow	$500,000	R	$ -	$ -	$ -	$ 500,000
9	Residential Wall Footing	1.00	allow	$250,000.00	/	allow	$250,000	R	$ -	$ -	$ -	$ 250,000
	31 00 00 - Excavation / Foundation						**$1,127,000**		$ -	$ 377,000	$ 377,000	$ 1,068,000

Preliminary Budget Detail
WPPC 165 86th St
9/5/25

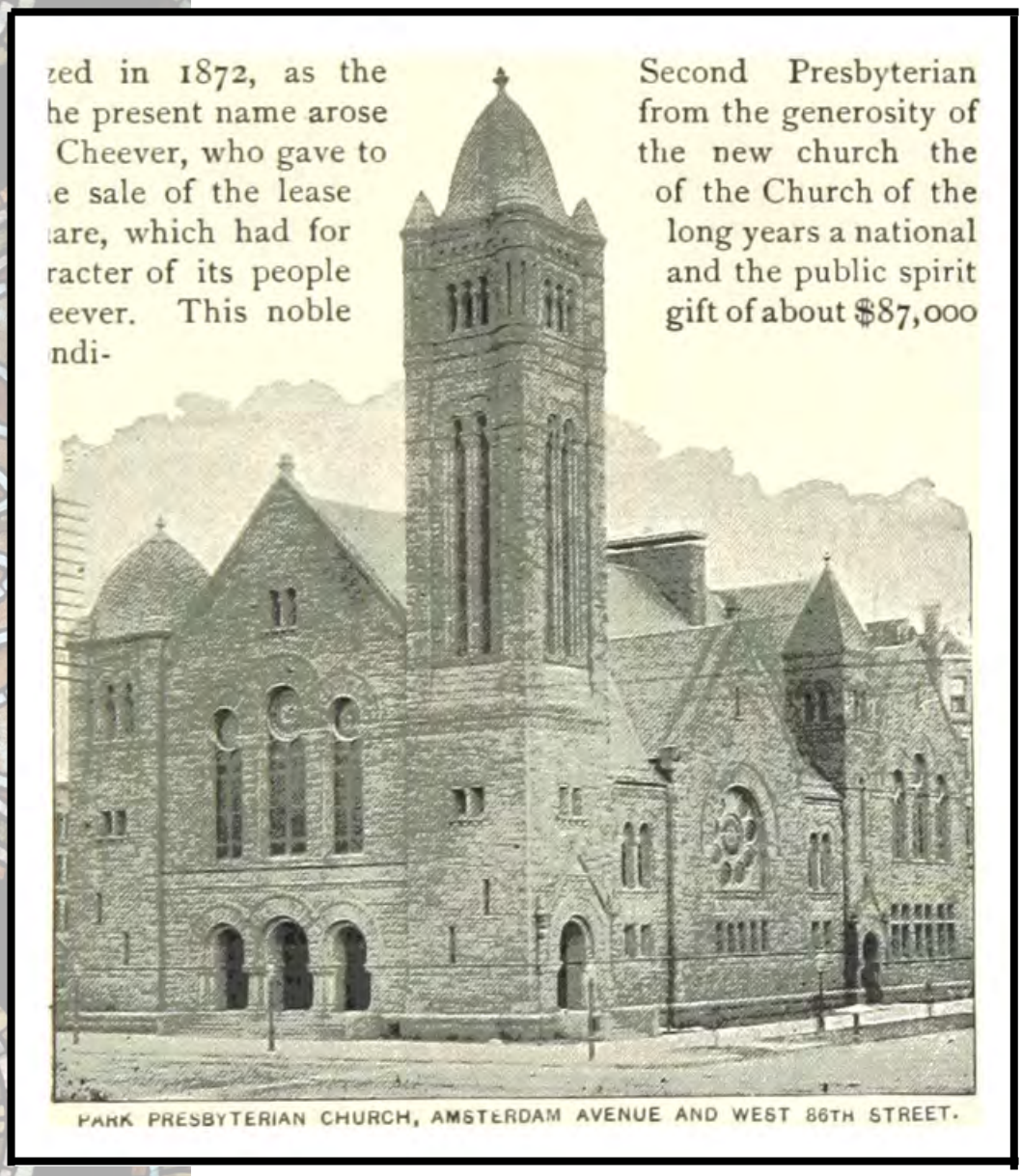
	Description	Quantity	Cost	Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
32 30 00 - Site work									
1	Demo Sidewalk and curb	2800.00 sf	$15.00 sf	$42,000	WIR	$ -	$ 42,000	$ 42,000	$ 42,000
2	New Steel Faced Curbs	200.00 lf	$65.00 lf	$13,000	WIR	$ -	$ 13,000	$ 13,000	$ 13,000
3	New Sidewalk	2800.00 sf	$25.00 sf	$70,000	WIR	$ -	$ 70,000	$ 70,000	$ 70,000
4	Street Repair	200.00 lf	$50.00 lf	$10,000	WIR	$ -	$ 10,000	$ 10,000	$ 10,000
	32 30 00 - Site work			**$135,000**		$ -	$ 135,000	$ 135,000	$ 135,000
32 40 00 - Landscaping									
1	Excluded	1.00 lsum	/ lsum	$0	WI	$ -	$ -	$ -	$ -
	32 40 00 - Landscaping			**$0**		$ -	$ -	$ -	$ -
01 35 04 - Site Security (Allowance)									
1	Security - Working Hours	20.00 month	$3,900.00 / month	$78,000	WIR	$ -	$ 78,000	$ 78,000	$ 78,000
2	Security - Non Working Hours	20.00 month	$12,600.00 / month	$252,000	WIR	$ -	$ 252,000	$ 252,000	$ 252,000
	01 35 04 - Site Security (Allowance)			**$330,000**		$ -	$ 330,000	$ 330,000	$ 330,000
01 35 28 - Site Safety (Excluded)									
1	Site Safety - not required	1.00 lsum	/ lsum	$0	WI	$ -	$ -	$ -	$ -
	01 35 28 - Site Safety (Excluded)			**$0**		$ -	$ -	$ -	$ -

Exhibit Z

November 2022 Liberty Stained Glass Conservation Estimate

West Park Presbyterian Church

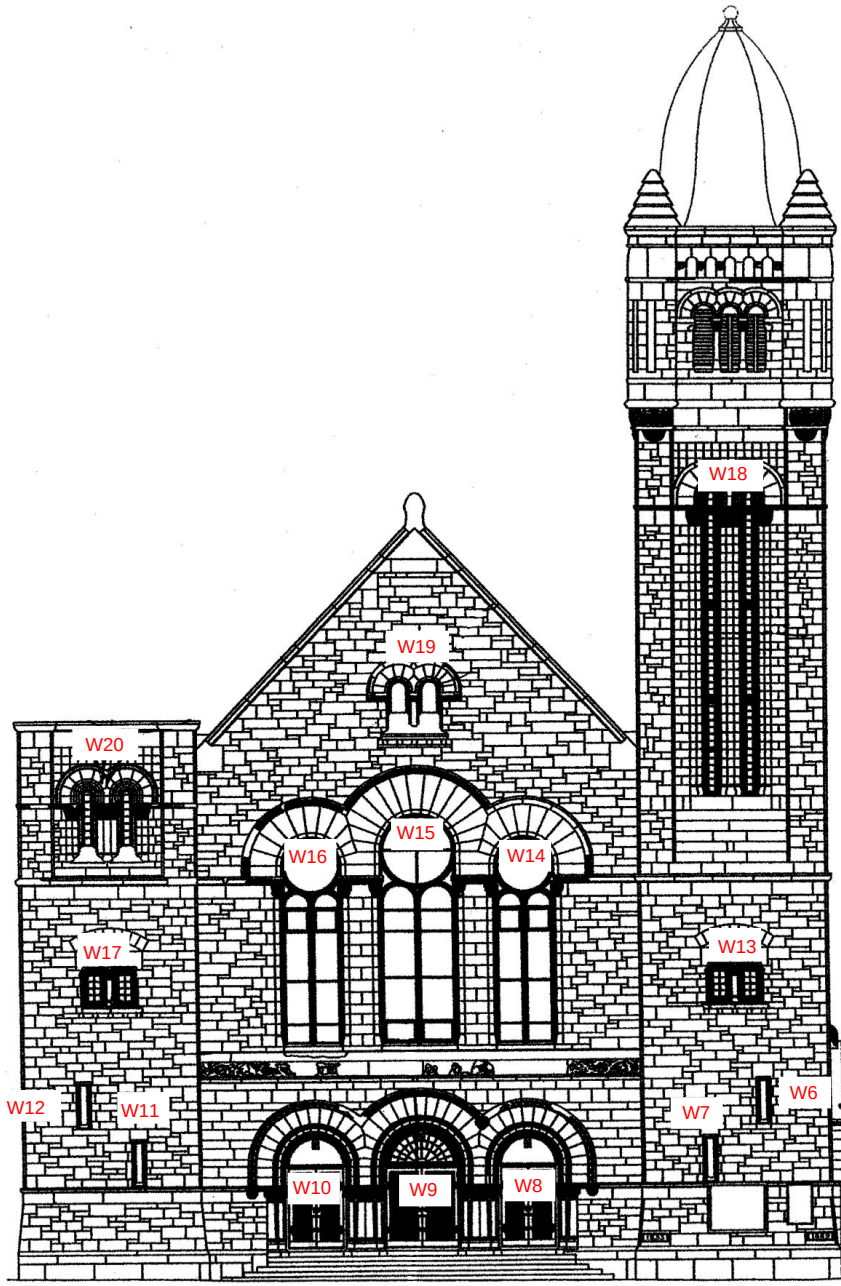
Stained Glass Condition Survey
November 2022



Prepared by: Brianne Van Vorst
Liberty Stained Glass Conservation
www.libertysgc.com | 732-462-2863

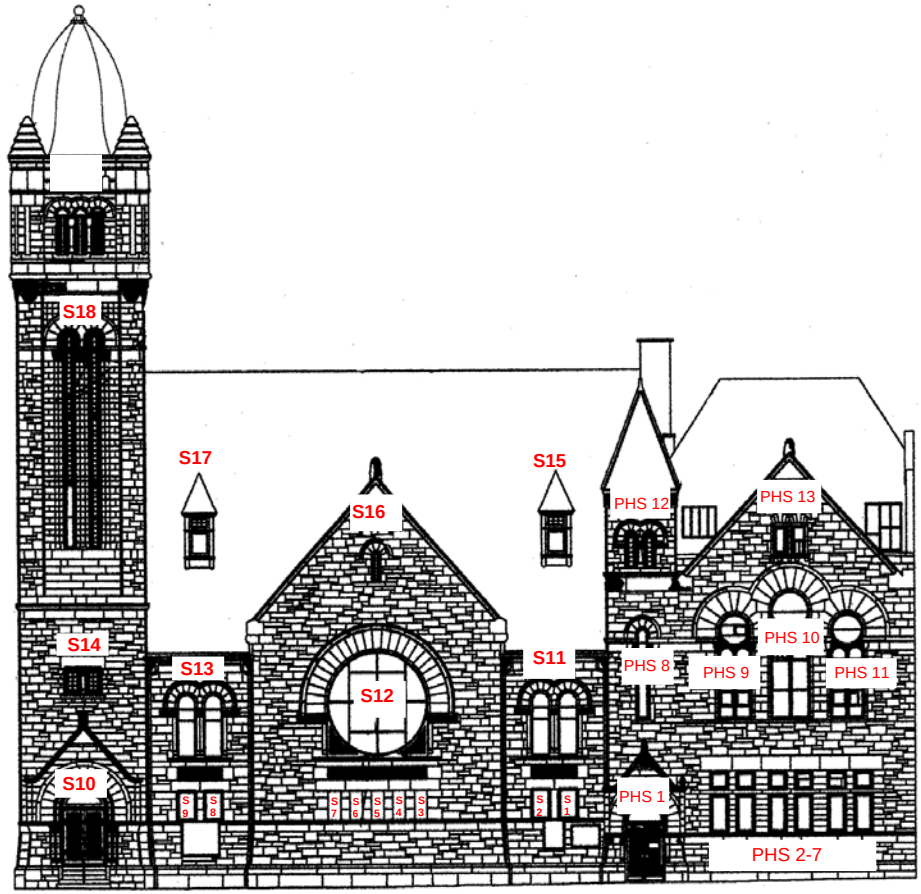
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WEST

ELEVATION 1



SOUTH

ELEVATION 2

North Facade Parish House Window Map



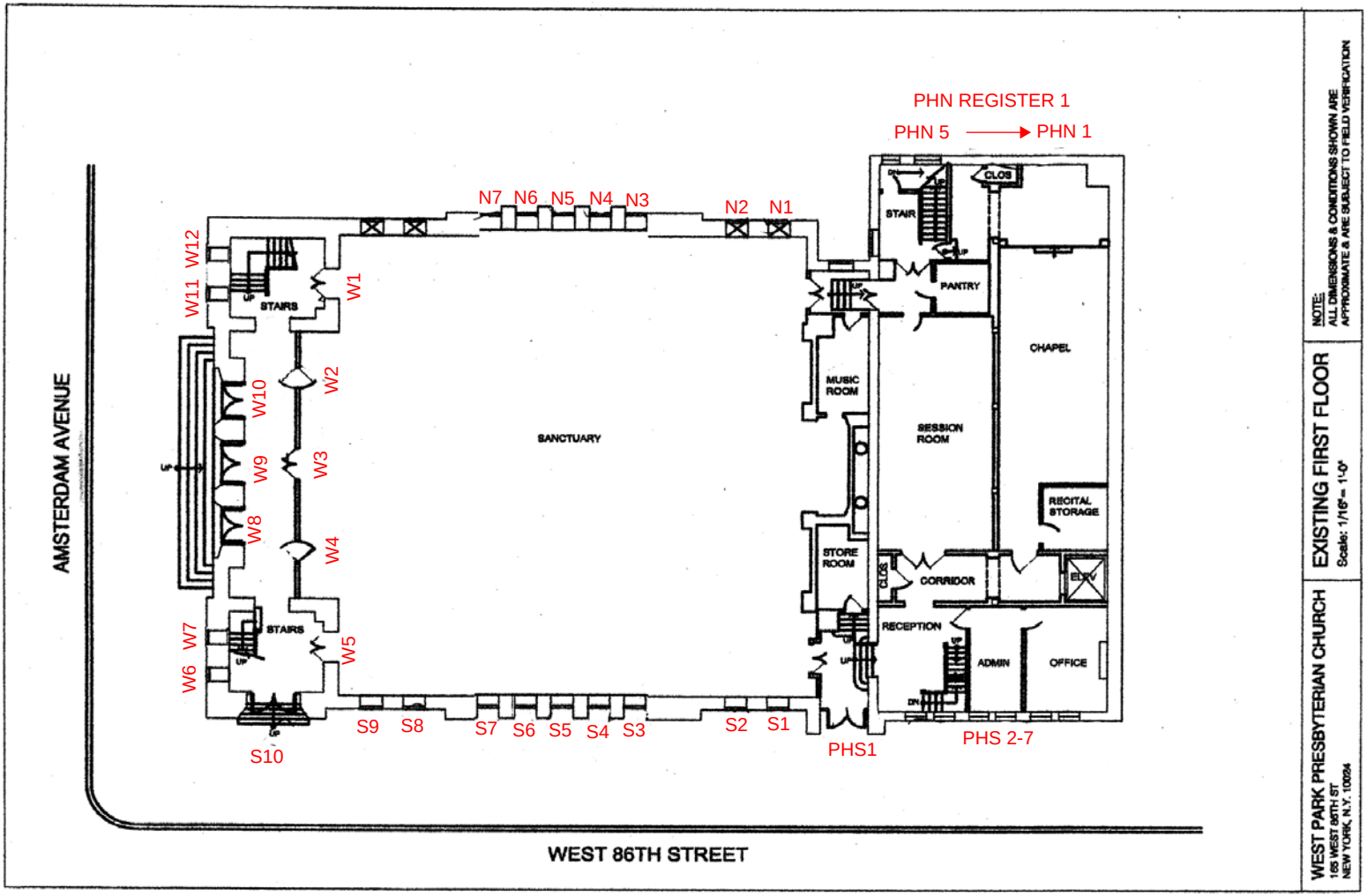
Parish House Register 1

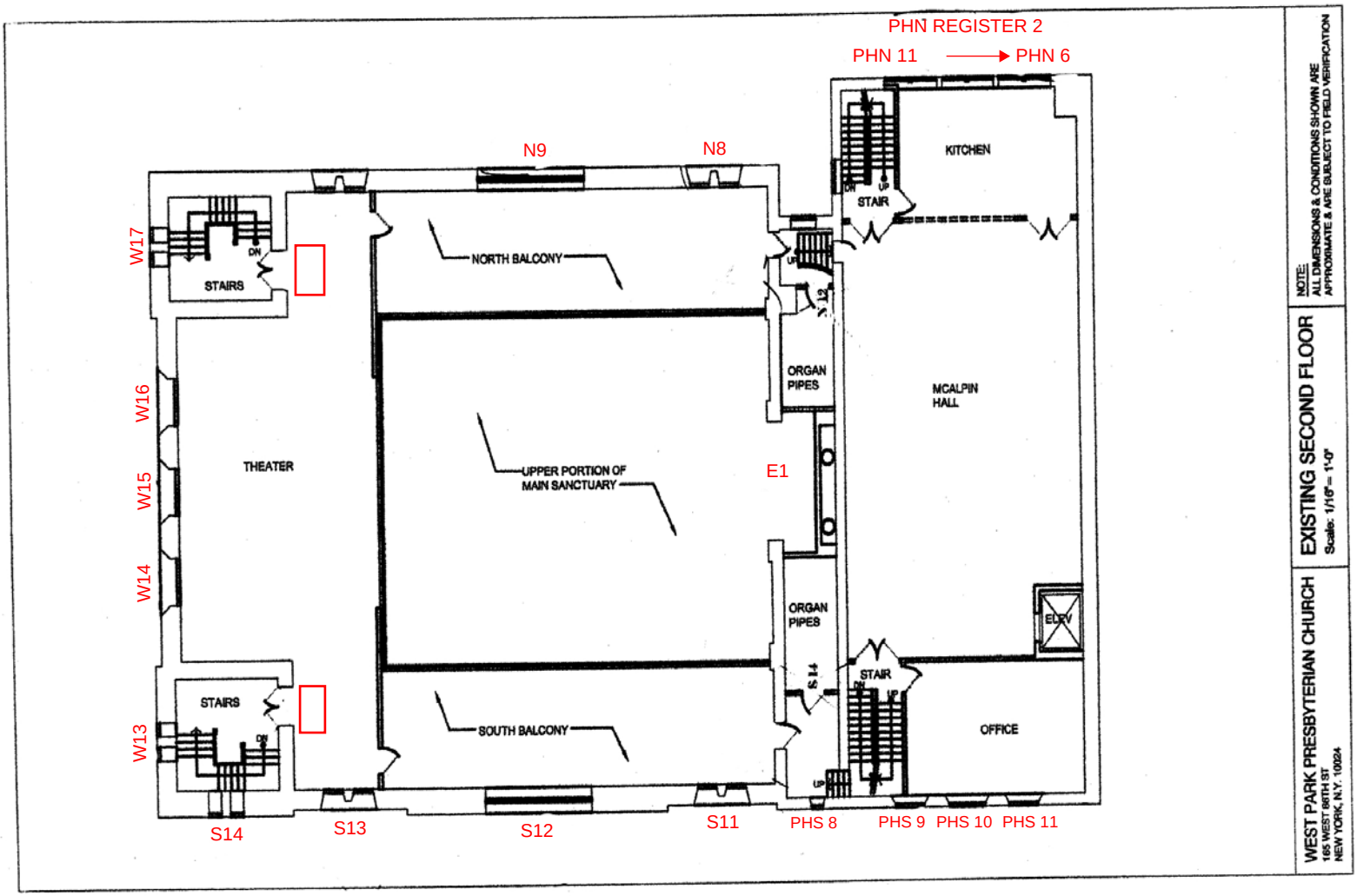


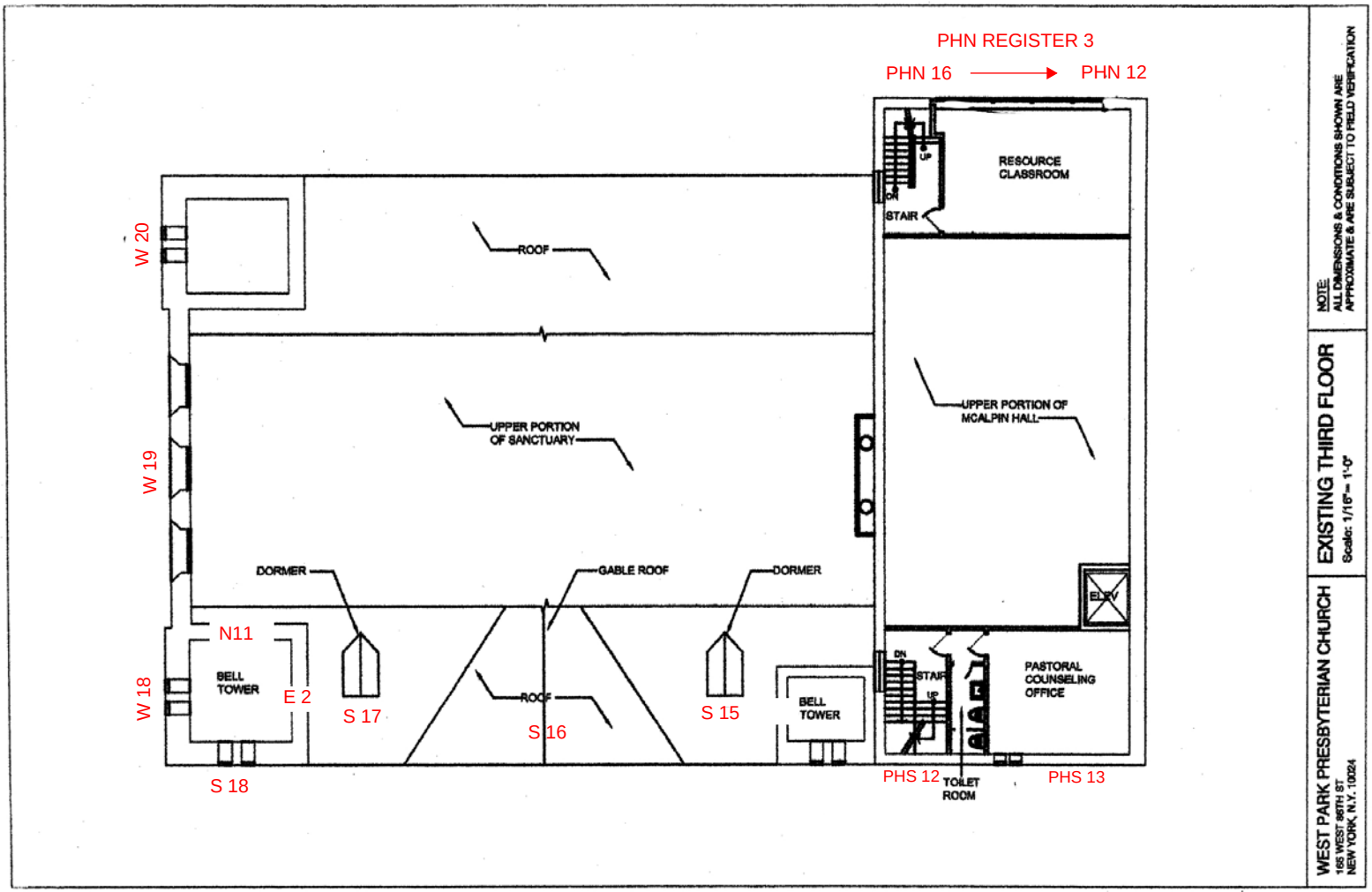
Parish House Register 2



Parish House Register 3


PHN REGISTER 1
PHN 5
PHN 1
N7 N6 N5 N4 N3
N2 N1
W12 W11
W1
W2
W10
W3
W9
W8
W4
W7 W6
W5
S10 S9 S8 S7 S6 S5 S4 S3 S2 S1
PHS1
PHS 2-7
AMSTERDAM AVENUE
WEST 86TH STREET
SANCTUARY
STAIRS
STAIRS
STAIR
CLOS
PANTRY
CHAPEL
MUSIC ROOM
SESSION ROOM
RECITAL STORAGE
STORE ROOM
CORRIDOR
ELEV
RECEPTION
ADMIN
OFFICE
UP
DN
NOTE:
ALL DIMENSIONS & CONDITIONS SHOWN ARE APPROXIMATE & ARE SUBJECT TO FIELD VERIFICATION
EXISTING FIRST FLOOR
Scale: 1/16" = 1'-0"
WEST PARK PRESBYTERIAN CHURCH
165 WEST 86TH ST
NEW YORK, N.Y. 10024


PHN REGISTER 2
PHN 11
PHN 6
N9
N8
W17
W16
W15
W14
W13
KITCHEN
STAIR
NORTH BALCONY
STAIRS
ORGAN PIPES
MCALPIN HALL
THEATER
UPPER PORTION OF MAIN SANCTUARY
E1
ORGAN PIPES
ELEV
STAIR
STAIRS
SOUTH BALCONY
OFFICE
S14
S13
S12
S11
PHS 8
PHS 9
PHS 10
PHS 11
NOTE:
ALL DIMENSIONS & CONDITIONS SHOWN ARE APPROXIMATE & ARE SUBJECT TO FIELD VERIFICATION
EXISTING SECOND FLOOR
Scale: 1/16" = 1'-0"
WEST PARK PRESBYTERIAN CHURCH
165 WEST 86TH ST
NEW YORK, N.Y. 10024


PHN REGISTER 3
PHN 16
PHN 12
RESOURCE CLASSROOM
UP
DN
STAIR
ROOF
W 20
W 19
W 18
UPPER PORTION OF SANCTUARY
UPPER PORTION OF MCALPIN HALL
DORMER
GABLE ROOF
DORMER
ELEV
N11
BELL TOWER
E 2
S 17
ROOF
S 16
S 15
BELL TOWER
DN
STAIR
UP
PASTORAL COUNSELING OFFICE
S 18
PHS 12
TOILET ROOM
PHS 13
NOTE:
ALL DIMENSIONS & CONDITIONS SHOWN ARE APPROXIMATE & ARE SUBJECT TO FIELD VERIFICATION
EXISTING THIRD FLOOR
Scale: 1/16"= 1'-0"
WEST PARK PRESBYTERIAN CHURCH
165 WEST 86TH ST
NEW YORK, N.Y. 10024

Significance of the Windows

The historical and architectural importance of the West Park Presbyterian Church has been identified in the Landmarks Preservation Commission LP-2338. The leaded and stained glass windows were referenced in that report, but not addressed in detail.

The sanctuary windows date to around the time Henry Kilburn designed a larger main church in 1889. Opalescent glass was becoming popular at this time as a result of the work of John La Farge and Louis C. Tiffany. The West Park Presbyterian windows are ornamental windows, made of various textures of opalescent glass, cathedral glass and jewels. The majority of the windows can be categorized as “leaded glass” as there is no painted decoration. The Parish House windows are a different design from the sanctuary and are likely by different makers.

The sanctuary contains a War Memorial Window depicting Christ Blessing the Children, executed by Tiffany Studios in 1929. The window is dedicated to the sons of the church who sacrificed their lives in WWI (New York Times [27 May 1929, p. 25]).

Purpose & Summary

Liberty Stained Glass Conservation LLC was retained to; provide an accurate assessment of the existing conditions of the stained and leaded glass at West Park Presbyterian Church, propose a treatment strategy and coordinate cost estimations of the proposed work. The windows were reviewed twice in person. LSGC requested probes to better understand the exterior window condition, which is not visible due to the exterior Lexan coverings. The probe included the removal of Lexan at fixed windows.

The sanctuary and parish house have 80 windows. 63 windows were surveyed up close. Windows surveyed from a distance greater than 10’ or could not be reviewed due to the lack of safe access are indicated in the existing conditions table with asterisks. Asterisks also indicate where information was estimated, such as window sizes and breakage counts.

The War Memorial Window was viewed from the back only. It is heavily plated and is supported by a steel subframe. The back side of the window did not show bowing or breakage. The window acts as a backlit organ screen. There were no obvious signs of damage, and it does not act as a weather barrier. An up-close inspection of the window is needed to verify its condition.

Stained Glass & Decoration

There was no evidence of glass corrosion, glass sickness or crizzling. The stained and leaded glass has been previously restored, and many inappropriate replacement pieces exist throughout the sanctuary and parish house.

Regardless of previous restoration campaigns, nearly every window exhibits untreated breaks. 11 windows have broken pieces of glass that are visibly in danger of falling out of the matrix. Many of the sanctuary windows are coated in cold paint (an un-fired substance applied to leaded or stained glass to darken it). The application of cold paint appears to have been used to better blend

poor replacement pieces with the surrounding glass and to serve as a consolidant for fragile grisaille (glass paint). There is minimal glass paint in the sanctuary, and it appears to be fragile.

Lead Matrix

The lead matrices are reaching the end of their serviceable life. Nearly 40% of the surveyed lead matrices exhibit lead carbonate on the interior. Both probes showed lead carbonate on the exterior. It can be assumed that all matrices exhibit lead carbonate on the exterior. This is common in settings with unvented exterior coverings. Lead carbonate is a by-product of advanced oxidation and is identifiable as a white powdery substance on the lead came. It can become friable and should be considered dangerous.

The matrices have cracked cames and solder joints. The matrices have become pliable and 75% flex more than 1" with mild pressure applied. The weatherproofing putty under the lead flanges is leaching and has been lost in areas. In situations where these conditions occur sporadically, repair is possible. At West Park Presbyterian Church, these conditions are typical and indicate a structurally weakened lead matrix that is no longer weathertight.

Finding: The longevity of the windows is in jeopardy, given their current condition. The windows require, at a minimum, removal for crack repair, re-leading, and re-waterproofing.

Frames Setting & Support

The interior wood frames appear in good condition despite chipping paint. The windows were designed to be well supported with support bars every 6"-12." Window load and heat build-up in the unvented interspace between the leaded glass and Lexan have put pressure on the windows, and some tie wires (connecting the support bars to the stained glass) have broken. This is not unusual.

The operable sashes (steel ventilators and double-hung wood) contain leaded glass panels set from the exterior. Traditionally, a mechanical fastener (sash clips, glazing pins) fixes the panel into the operable sash. At West Park, in cases where the stained glass has fallen out of the steel central pivot ventilators, there is no visible indication of sash clips or any other type of mechanical fasteners. They may or may not be under the putty bevels. The bevels have dried and cracked. If there are no mechanical fasteners, the motion and shock absorption from the continual use of the ventilators are of concern, as the panels can fall out of the ventilators.

The exterior wood frames show various stages of degradation. Chipped paint has left wood exposed to the elements for extended periods of time. Overall, the wood is salvageable. In a few instances, the exterior wood rot is significant, and the wood requires replacement.

Finding: The frames are salvageable through restoration (including the replacement of specific members). Findings are a result of visual inspection only. The strength of the attachment of the wood frame to stonework and the strength of the individual wood members is unconfirmed.

Protective Glazing

The windows were covered with Lexan at some point in the past. UV exposure causes Lexan to cloud over time, which is the current condition. Unvented protective glazing allows for heat and moisture build-up, which negatively impacts the longevity of the materials, as evidenced by several articles and studies.

A probe reveals that the Lexan had holes for mechanical fasteners under the caulk joint, but no nails or other mechanical fasteners were found. In the instance of the probe, the Lexan was attached to the stone with caulk only. Some pieces of Lexan across the building show face-nailed screw heads. 60% of caulk holding in Lexan has visibly failed (caulk has cracked, is falling off in strips, or has separated from either the Lexan or the frame). Eight Lexan panels have fallen off completely.

Finding: The method of attachment of the Lexan has failed. The current condition of the caulk cannot be counted upon to remain intact. A caulk-only attachment is no longer considered best practice.

Recommended Treatment

IMMEDIATE PRIORITY: The tower windows are in the worst condition and are of concern. The tower windows should be removed immediately, and the window openings closed with a weatherproof board-up until the leaded glass can be restored and returned to the building. There are large portions of missing glass, and the remaining glass is not secure. Missing areas have been covered with either plastic or chicken wire, which allows water infiltration. The tower has missing window stools, and the wood frames are shored with lumber angled against the interior wood tower. The tower is covered in guano, and there are the remains of dead birds. PPE, including respirators, should be utilized inside the tower.

Treatment for the balance of the stained and leaded glass windows at West Park Presbyterian has been carefully considered. Due to the current condition of the windows, the only way to ensure the windows survive for future generations is by conducting the conservation and restoration scope as listed below as soon as possible. Please note that much historic glass and materials are already lost, so intermediate remediation will not ensure the long-term survival of the windows. The recommended treatment includes removing the stained and leaded glass panels for treatment and restoring the wood frames.

The previously poor replacement pieces can be replaced with more sympathetic materials. This option should be considered in specific sanctuary windows to return the balance to the scheme. This option has been priced. Adding laminated glass protective glazing into the restored wood frames is an additional alternative, priced with the option for internal ventilation. Internal ventilation is the best tool we currently have at our disposal to safeguard the longevity of stained glass. Mounting the laminated glass into the restored wood frames would reveal the woodwork

as intended and set the protective glazing in the same approximate plane as the historic windows.[1]

The recommended scope of work for the windows is as follows:

1. Label and photograph the window prior to the commencement of work.
2. Remove sashes/stained glass from frames for studio treatment.
3. Provide temporary weatherproofed blocking in window openings.
4. Pack and transport stained glass to studio.
5. Conduct in-studio documentation.
6. Dismantle windows.
7. Clean, treating all paint as fragile paint.
8. Repair broken glass and replace missing pieces.
9. Assume 100% releading for all windows. Re-lead and re-waterproof.
10. Restore wood window frames, prime and paint/finish.
11. Reinstall stained glass.

ADD ALTERNATES:

1. Replacement of previous poor replacement pieces with appropriate glass.
2. Install new ¼" laminated glass protective glazing into the existing wood window frame.
3. Modify frames to allow for internal ventilation. Assume discreet drilling of interior frame/molding to allow for internal ventilation (4 per light).
4. Custom steel ventilators to accommodate stained glass and protective glazing while allowing operability.

Budgets

Liberty Stained Glass Conservation coordinated with Patrick Baldoni of Femenella & Associates and Zach Greene of the Gil Studio to provide the following budget. The budget only pertains to the above scope and **does not include** scaffolding, permits, abatement, engineering, or general conditions. This budget is meant to serve as information for finance purposes only.

[1] LPC Permit Guidebook Chapter 2 Windows, 2.8

West Façade	Budget
Stained Glass Conservation	$270,249
Wood Restoration	$184,698
Base Scope Subtotal	**$454,947**
ADD ALT Protective Glazing	$63,276
ADD ALT Replacement Pieces	$31,712
ADD ALT Subtotal	**$94,988**
Total	**$549,935**

North Façade	Budget
Stained Glass Conservation	$204,760
Wood Restoration	$195,021
Base Scope Subtotal	**$399,781**
ADD ALT Protective Glazing	$59,339
ADD ALT Replacement Pieces	$13,873
ADD ALT Subtotal	**$73,212**
Total	**$472,993**

South Façade	Budget
Stained Glass Conservation	$276,626
Wood Restoration	$262,178
Base Scope Subtotal	**$538,804**
ADD ALT Protective Glazing	$77,104
ADD ALT Replacement Pieces	$14,865
ADD ALT Subtotal	**$91,969**
Total	**$630,773**

East Façade	Budget
Stained Glass Conservation	$18,514
Wood Restoration	$29,256
Base Scope Subtotal	**$47,770**
ADD ALT Protective Glazing	$9,750
ADD ALT Replacement Pieces	$0
ADD ALT Subtotal	**$9,750**
Total	**$57,520**

Base Scope Item	Budget
Stained Glass Conservation	$770,149
Frame Restoration	$671,153
Shop Drawings	$18,500
Submittals	$4,200
Mock-ups	$23,457
5% Contingency	$74,373
Total	**$1,561,832**

ADD ALT Item	Budget
Protective Glazing & internal ventilation	$209,469
Replacement Pieces	$60,450
Custom ventilators (est. 35) (Estimated cost per vent, $1,875)	$64,625
	0
Total	**$334,544**

GRAND TOTAL $1,896,376

WEST PARK PRESBYTERIAN CHURCH STAINED GLASS CONDITION SURVEY

BUILDING DESCRIPTION

Building Name:	West Park Presbyterian Church
Address:	165 W. 86th Street, New York, NY
Building Type:	Romanesque Revival
Building Date:	1884/1890
Architect:	Leopold Eidlitz/Henry Franklin Kilburn

SURVEY DATA

Examiner:	Brianne Van Vorst
Examination Date:	Thursday September 22, 2022
Window Locations:	Sanctuary, organ loft, parish house
Weather:	Overcast, rainy, 70
Point of view:	The majority of windows were viewed from the ground-level interior and exterior. The sidewalk bridge was accessed to review the second-story of the church and parish house.

WEST PARK PRESBYTERIAN CHURCH STAINED GLASS CONDITION SURVEY

IDENTIFICATION	
Studio/Artist	The only known studio/artist is Tiffany Studios (window E 1). E1 is not included in this survey.
Signature	None visible
Window date	1884/1889
Window orientation/location	Various, see floor plans and elevations
Window style	Geometric, decorative
Additional notes	The windows in the sanctuary and parish house are of different materials and style, and were likely made by different studios.

SUBJECT MATTER & INSCRIPTIONS	
Inscription	S11: 'THE GIFT OF THE LIGHTBEARERS SOCIETY / THE ENTRANCE OF THEY WORD GIVETH LIGHT' N8: 'PRESENTED BY THE SEEKERS FOR PEARLS / IN THE YEAR OF OUR LORD MDCCCXC'
Significance	The windows are indicative of late 19th century style.

DIMENSIONS (hxw)	
Window Type	Various: see elevations. Most windows are roman arches, with some rectangular and round openings.
Height	Various, see existing conditions table.
Width	Various, see existing conditions table.

FRAME, SETTING & VENTS	
Interior surround material	Plaster
Surrounding material condition	Cracks and collapsed areas of plaster observed, peeling paint.
Frame type	All of the windows are set in wood frames, some with central pivoting steel ventilators (refer to window schedule).
Interior frame condition	Generally satisfactory.
Interior or Exterior set	Interior
Setting material	None visible, presumably putty.
Evidence of past intervention	Lexan was added to the exterior frames at some point in the past.
Notes	A masonry professional/engineer should evaluate the visible and underlying stonework.

SUPPORT BARS	
Number of T-bars	0
T-bar material	N/A
T-bar size/profile	N/A
T-bar condition	N/A

T-bar putty bevel location, condition	N/A
Number of saddle bars	Various, on average every 6-12"
Saddle bar material	Steel
Saddle bar size/profile	Various sizes and profiles ranging from 1/4"-1", flat and round
Saddle bar condition	Almost all exhibit rust on the interior.
Method of bar attachment/condition	The round bars are connected with tie wires, some are broken or unattached (untwisted). The flat bars were soldered to the panels. The solder connections are typically attached.
Evidence of past intervention	The different profiles and setting methods of the bars suggests that bars were added over time.
Additional notes	The windows were designed with many support bars and additional bars were added over time.

GLASS	
Glass types	Opalescent, cathedral, window glass,
Glass additions	Cast and chipped jewels, spun roundels.
Plating	None visible at the time of survey.
Percentage of pieces broken	Various, see existing conditions table.
Description of damage	Typical untreated breaks.
Number of pieces missing	Various, see existing conditions table.
Description of dirt	Various, see existing conditions table.
Presence of biological growth	None.
Presence of surface phenomena	None visible on the interior. There is minor surface phenomena on the exterior of the north-facing parish house windows.
Evidence of past intervention	There are lead repairs, both true repairs and strap leads that cover the break but do not stabilize it.
Additional notes	Many pieces of glass have been replaced in the past, and were cold painted to match the surrounding, historic glass. There are missing pieces of glass.

SURFACE DECORATION	
Paint types	Grisaille, cold paint
Location of paint	Interior, Face 1
Other decoration	None
Paint condition	Cracking, flaking
Evidence of past intervention	Adding the cold paint can be considered an intervention.
Additional notes	There is minimal use of glass paint, only in the inscriptions as noted above.

MATRIX	
Came metal	Lead

Came condition	The came is brittle and there are instances of cracked came and solder joints. The exterior of the windows were difficult to observe through the clouded Lexan covering.
Lead Carbonate	Nearly 40% of interior matrices showed lead carbonate. The exterior areas which were visible also showed lead carbonate.
Bowing	Yes, bowing is generally mild-moderate throughout the scheme. Note that the matrix is pliable.
Evidence of past intervention	Lead repairs.
Additional notes	Lead carbonate can become friable and should be handled properly.

MATRIX WATERPROOFING MATERIAL	
Waterproofing material description	Gray
Waterproofing material condition	Brittle, leaching out, lost in areas.
Evidence of past intervention	None
Notes	Without the Lexan coverings, the windows would leak.

EXTERIOR	
Exterior stone condition	There are areas of missing stone, spalling, delamination and erosion.
Exterior of the stained glass condition	The majority of window exteriors were not visible due to the clouded Lexan covering. A few of the ventilator panels were visible, due to lost Lexan. Those panels show leaching waterproof putty and degradation of the lead cames.
Exterior frame condition	Unsatisfactory. The steel ventilators are rusted. The wood frames and trim are exposed due to lost paint. The visible wood is splintered and shows areas of water damage. The setting putty around the panels in the ventilators is cracked and partially lost.
Evidence of past intervention	No obvious signs of repairs.
Notes	None

PROTECTIVE GLAZING/COVERING (CLEAR WINDOW GLAZING)	
Protective covering type	Lexan
Protective covering condition	The Lexan has clouded over time due to exposure to UV light, rendering it semi-opaque.
Protective covering setting method	Some of the Lexan appears to have used a zinc frame, which was then caulked to the wood frame.
Evidence of past intervention	The Lexan was added over time.
Notes	The Lexan was added in a way to allow for continued operability of the ventilators. There is one instance of steel mesh instead of Lexan.

West Park Presbyterian Church Existing Conditions Key

Glass Type		*	Shorthand
WG	Window Glass	Windows viewed from distance > 10'	N/A Not Applicable
OP	Opalescent	Estimated sizes	NR Not reviewed
CD	Cathedral	Estimated breakage	
RND	Roundel		
JLS	Jewels		

West Park Presbyterian Church Sanctuary Existing Conditions

No.	Type	Size (wxh)	Matrix	Glass Type	Breakage	Missing	Frame	Frame Type	Protection
W 1	Interior Door	15 1/4" x 37 1/2" each	Lead	WG	0	0	Wood	Fixed	N/A
W 2	Interior Door	27 1/4" x 37 1/2" (per door) 30"x20"* (transom)	Lead	OP, WG	5%	0	Wood	Awning (transom)	N/A
W 3	Interior Transom	30"x20"* (transom only)	Lead	OP	5%	0	Wood	Awning (transom)	N/A
W 4	Interior Door	27 1/4" x 37 1/2" (per door) 30"x20"* (transom)	Lead	OP, WG	5%	0	Wood	Awning (transom)	N/A
W 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
W 6	West Façade	4 5/8" x 42"	None	CD	0	0	Wood	Fixed	Plastic
W 7	West Façade	4 5/8" x 42"	None	CD	0	0	Wood	Fixed	Plastic
W 8	West Façade	16"x36" (per door) 59" x 30" (fan light)	Lead	CD	5%	0	Wood	Fixed	Plastic
W 9	West Façade	25" x 36" (per door) 76" x 40" (fan light)	Lead	CD	15%	0	Wood	Fixed	N/A (lost)
W 10	West Façade	16"x36" (per door) 59" x 30" (fan light)	Lead	CD	5%	0	Wood	Fixed	Plastic
W 11	West Façade	4 5/8" x 42"	Lead	CD	15%	0	Wood	Fixed	Plastic
W 12	West Façade	4 5/8" x 42"	Lead	CD	0	0	Wood	Fixed	Plastic
W 13*	West façade	12"x24" (per light)*	Lead	CD	15%*	0	Wood	Fixed	None
W 14	Sanctuary	60"x238" overall	Lead	OP	15%	12	Wood	Fixed/2 vents	Plastic
W 15	Sanctuary	83"x263" overall	Lead	OP	18%	80	Wood	Fixed/2 vents	Plastic
W 16	Sanctuary	60"x238" overall	Lead	OP	12%	13	Wood	Fixed/2 vents	Plastic

W 17*	West façade	12"x24" (per panel)*	Lead	CD	15%*	0	Wood	Fixed	None
W 18	Tower	10" x 360" per light	Lead	CD	15%	25	Wood	Fixed	None
W 19*	Attic	18"x36" per panel*	Lead	CD	15%*	0	Wood	Fixed	None
W 20*	West Facade	24" x 60" per light*	Lead	CD	15%*	0	Wood	Fixed	None
S 1	South Façade	24" x 36"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
S 2	South Façade	24" x 36"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
S 3	South Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
S 4	South Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed	Plastic
S 5	South Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
S 6	South Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed	Plastic
S 7	South Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
S 8	South Façade	24" x 40"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
S 9	South Façade	24" x 40"	Lead	OP	10%	0	Wood	Fixed/vent	None
S 10	S. Tower Door	No visible glazing	N/A	N/A	N/A	N/A	N/A	N/A	N/A
S 11	South Façade	22"x96" per light	Lead	OP	10%	1	Wood	Fixed/vent	Plastic
S 12	South Façade	168" diameter	Lead	OP	20%	1	Wood	Fixed/vent	Plastic
S 13	South Façade	22"x96"	Lead	OP	20%	15	Wood	Fixed/vent	Plastic
S 14*	South Façade	12"x24" per light	Lead	CD	15%*	0	Wood	Fixed	Wire Guards
S 15*	South Attic	NR	Lead	CD	15%*	NR	Wood	2x hung	None
S 16*	South Attic	NR	Lead	CD/Plastic	15%*	NR	Wood	Fixed	Plastic
S 17*	South Attic	NR	Lead	CD	15%*	NR	Wood	2x hung	None
S 18	Tower	10" x 360" per light	Lead	CD	20%	25	Wood	Dead	None
N 1	North Façade	24" x 36"	Lead	OP	12%	0	Wood	Fixed/vent	Plastic
N 2	North Façade	24" x 36"	Lead	OP	25%	50	Wood	Fixed/vent	Plastic
N 3	North Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
N 4	North Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed	Plastic
N 5	North Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
N 6	North Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed	Plastic
N 7	North Façade	12"x24"	Lead	OP	10%	0	Wood	Fixed/vent	Plastic
N 8	North Façade	23"x96" per light	Lead	OP	15%	1	Wood	Fixed/vent	Plastic
N 9	North Façade	168" diameter	Lead	OP	15%	0	Wood	Fixed/vent	Plastic
N 10	Tower	10" x 360" per light	Lead	CD	20%	50	Wood	Fixed	None
E 1*	Altar Screen	N/A	Lead	OP	NR	NR	Steel	Fixed	N/A
E 2	Tower	10" x 360" per light	Lead	CD	20%	50	Wood	Fixed	None

West Park Presbyterian Church Parish House Existing Conditions

No.	Type	Size (wxh)*	Matrix	Glass Type	Breakage	Missing	Frame	Frame Type	Protection
PHN 1*	PHN Register 1	18"x55"*	Lead	CD, OP	10%*	50	Wood	2x hung	None
PHN 2*	PHN Register 1	18"x55"*	Lead	CD, OP	10%*	0	Wood	2x hung	None
PHN 3*	PHN Register 1	18"x55"*	Lead	CD, OP	10%*	0	Wood	2x hung	None
PHN 4*	PHN Register 1	18"x55"*	Lead	CD, OP	10%*	100	Wood	2x hung	None
PHN 5*	PHN Register 1	18"x55"*	Lead	CD, OP	10%*	50	Wood	2x hung	None
PHN 6*	PHN Register 2	18"x72"*	Lead	CD, OP	10%*	100	Wood	2x hung	Plastic
PHN 7*	PHN Register 2	18"x72"*	Lead	CD, OP	10%*	50	Wood	2x hung	None
PHN 8*	PHN Register 2	18"x72"*	Lead	CD, OP	10%*	50	Wood	2x hung	Plastic
PHN 9*	PHN Register 2	18"x72"*	Lead	CD, OP	10%*	50	Wood	2x hung	Plastic
PHN 10*	PHN Register 2	18"x72"*	Lead	CD, OP	10%*	100	Wood	2x hung	Plastic
PHN 11*	PHN Register 2	18"x72"*	Lead	CD, OP	10%*	50	Wood	2x hung	Plastic
PHN 12	PHN Register 3	18"x55"*	N/A	WG	0	0	Aluminum	2x hung	None
PHN 13	PHN Register 3	18"x55"*	N/A	WG	0	0	Aluminum	2x hung	None
PHN 14	PHN Register 3	18"x55"*	N/A	WG	0	0	Aluminum	2x hung	None
PHN 15	PHN Register 3	18"x55"*	N/A	WG	0	0	Aluminum	2x hung	None
PHN 16	PHN Register 3	18"x55"*	N/A	WG	0	0	Aluminum	2x hung	None
PHN 17	PHN Register 3	18"x55"*	N/A	WG	0	0	Aluminum	2x hung	None
PHS 1	PHS Door	48"x36"*	Lead	CD	5%	0	Wood	Fixed	Plastic
PHS 2*	PHS Façade	12"x42"*	Lead	CD, RND	20%*	0	Wood	Fixed/vent	Plastic
PHS 3*	PHS Façade	12"x42"*	Lead	CD, RND	20%*	3	Wood	Fixed/vent	Plastic
PHS 4*	PHS Façade	12"x42"*	Lead	CD, RND	20%*	NR	Wood	Fixed/vent	Plastic
PHS 5*	PHS Façade	12"x42"*	Lead	CD, RND	20%*	50	Wood	Fixed/vent	N/A
PHS 6*	PHS Façade	12"x42"*	Lead	CD, RND	20%*	50	Wood	Fixed/vent	N/A
PHS 7*	PHS Façade	12"x42"*	Lead	CD, RND	20%*	NR	Wood	Fixed/vent	Plastic
PHS 8	PHS Façade	7"x76"*	Lead	CD	10%	0	Wood	Fixed	Plastic
PHS 9	PHS Façade	42"x120"*	Lead	CD, JLS	20%	2	Wood	Fixed/vent	Plastic
PHS 10	PHS Façade	48"x138"*	Lead	CD, JLS	10%	0	Wood	Fixed/vent	Plastic
PHS 11	PHS Façade	42"x120"*	Lead	CD, JLS	10%	2	Wood	Fixed/vent	Plastic
PHS 12*	PHS Façade	42"x36"*	NR	NR	NR	0	NR	NR	NR
PHS 13*	PHS Façade	42"x32"*	N/A	WG	0%	0	Wood	Vent	None

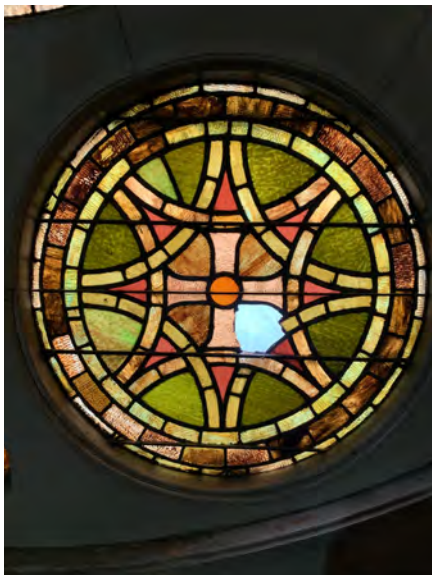
Organ Screen Window: Tiffany Studios

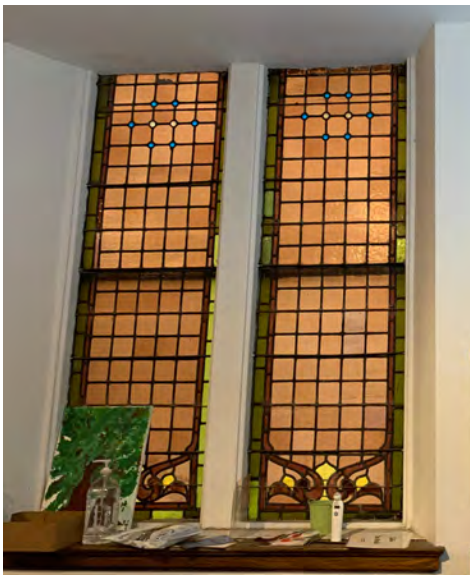


The War Memorial Window, depicting Christ Blessing the Children, was executed by Tiffany Studios in 1929. The window is dedicated to the sons of the church who sacrificed their lives in WWI (New York Times [27 May 1929, p. 25]).

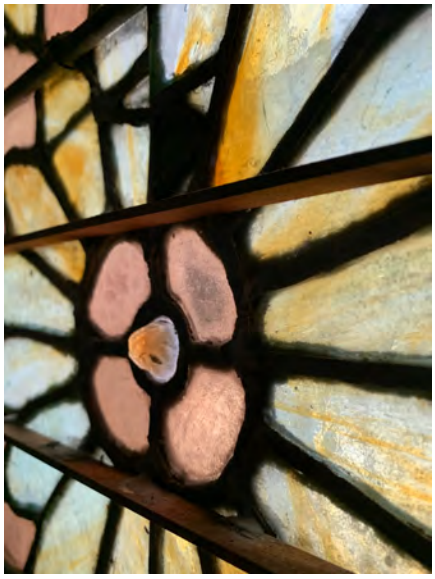
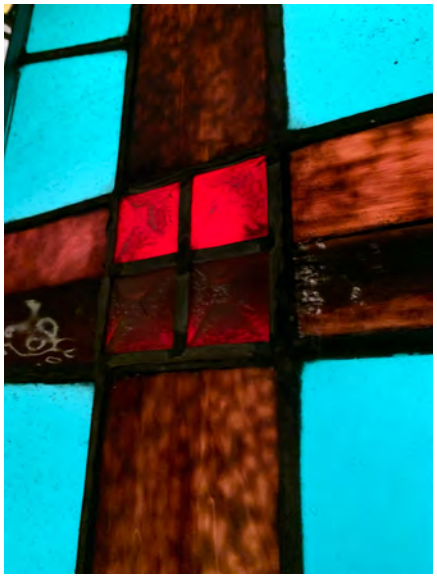
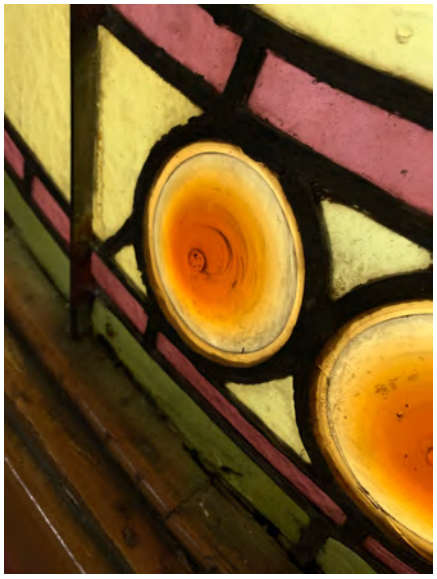
The window was viewed from the back only. It is heavily plated and has a steel subframe to support it. The exterior side of the window did not show bowing or breakage. An up-close inspection of the window is needed.

Materials





The windows at West Park Presbyterian Church and Parish House use various colors of opalescent (left), cathedral (center) and antique glasses (right). The clouded exterior Lexan coverings create a semi-opaque appearance, even in the transparent glasses. All of the windows were made with lead matrices.

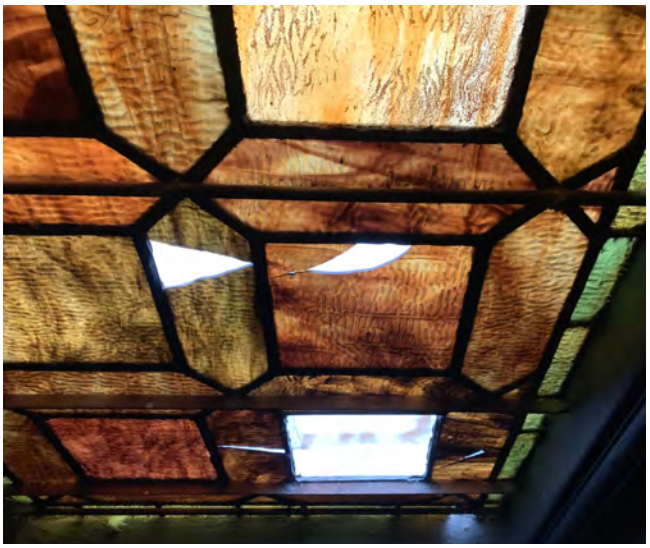
Detail from windows S9, PHS 9, and PHS 10. The window scheme uses chipped jewels in the sanctuary (left), cast jewels (center), and spun roundels (right) in the Parish House. Jewels and roundels were often seen in 19th-century windows and were a notable inclusion. They were more expensive than glass.

Condition, Glass

There are many untreated breaks, broken pieces that have been totally are partially lost and evidence of previous repairs.



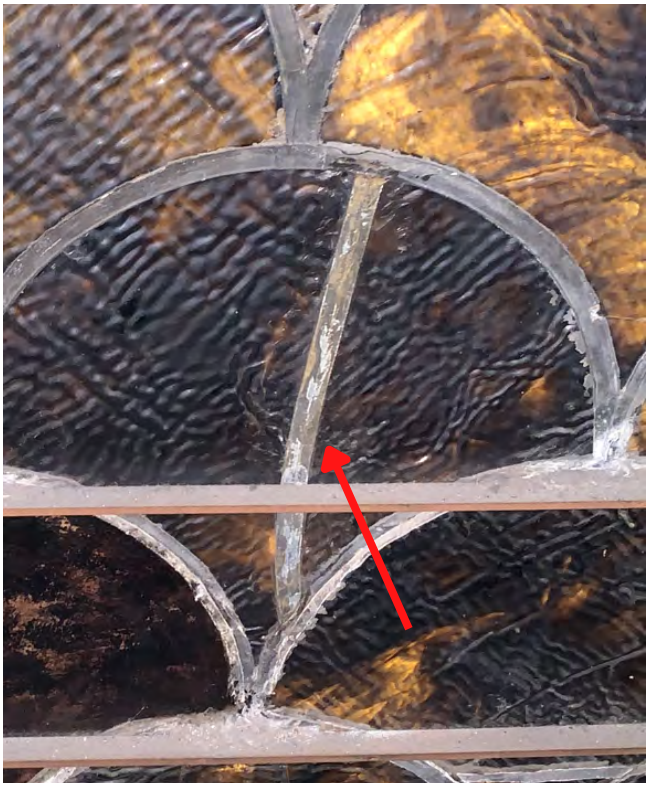
Detail from window S 12 where a piece of glass and the surrounding matrix have been lost. The pieces are unstable.



Detail illustrating several lost and unstable glass pieces in window S 13.



Detail of a poor repair in window S 13. The replacement glass is not a good match to the surrounding material.



Detail of typical strap lead in window W 15. Strap leads are not true repairs, they merely cover the break.

Condition, Tower

The tower windows are in particularly bad condition. Portions of the windows have been lost. The openings have been secured with plastic or chicken wire, but that does not stabilize the panels above.



An opening with missing leaded glass that has been secured with plastic and chicken wire. This is not weather tight, and water is infiltrating the tower.



This remaining panel in danger of falling out. There is nothing supporting it from the bottom.



Detail of frame slippage. The top of the frame is no longer holding in the window.



The frame appears to be shored by 2x2 lumber. The stone stool has been lost on the interior. The window frame is in danger of falling out of the setting.

Condition, Glass Paint/Decoration



Detail from window S 11. The grisaille (glass paint) shows scratch marks and speckled losses. Cold paint (unfired paint) was applied to the inscription pieces, likely to camouflage the failures of the glass paint. The glass paint should be assumed fragile and handled with care until further testing is conducted.



Detail, W 14



Detail, S 11

Nearly all of the sanctuary windows have been treated with cold paint. It was likely used as a darkening agent to mask bright light and to darken the extensive replacement pieces to blend in with the historic glass. Cold paint, like all material, degrades over time. The cold paint is patchy and has been affected by age and condensation.

Condition, Lead



Details of windows S 13 (left) and W 11 (right) showing lead carbonate, a white powdery substance, on the interior lead matrix. Lead carbonate is a by-product of advanced oxidation. It can become friable and should be considered dangerous. The lead has become brittle and is breaking in areas. This condition occurs in 40% of the interiors of the windows.



Details of window W 10. Note the lead carbonate, brittle lead came and bowing of the matrix.

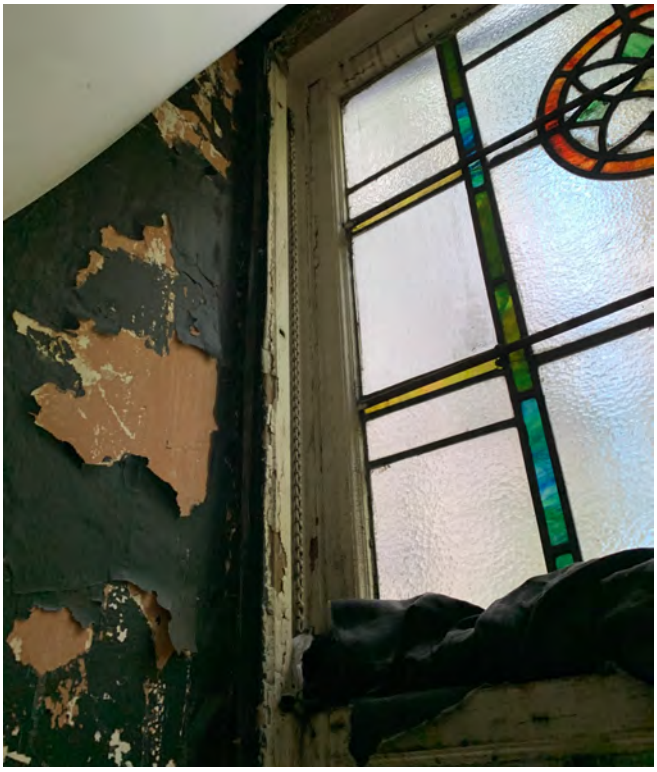
Condition, Interior Setting



Detail of lost, cracked and damaged plaster in window N 1.



Detail of window S 9 showing chipping interior paint which is typical across the building.



Detail of PHN (Register 1) showing watermarks on the interior of the sash and chipping paint.

Condition, Exterior Setting





Details illustrating typical exterior wood and steel conditions. The paint has chipped away exposing bare wood and steel. The steel ventilators have rusted.



Stone spalling and delamination on the exterior of the West facade. The window sills have eroded.

Condition, Exterior Setting



Many panels have been removed to accommodate air condition units across the building. Note the pieces of stone which have fallen on the sidewalk bridge.



Pieces of the wood sashes and Lexan framing are in danger of falling on the northern side of the parish house. The caulk adhering the Lexan has failed and the Lexan is unstable.

APPENDIX 1

CONTRACTOR BUDGET SHEETS

West Park Presbyterian Church Contractor Budget Sheets

No.	Size	Scope SG	SG $	Scope Frame	Frame $	Scope PG	PG $
W-1	15 1/4" x 37 1/2" each	*In situ* cleaning, repair	$1,047	None	N/A	N/A	N/A
W-2	27 1/4" x 37 1/2" 30"x20" (transom)	Remove for conservation	$5,803	None	N/A	N/A	N/A
W-3	30"x20" (transom)	Remove for conservation	$3,211	None	N/A	N/A	N/A
W-4	27 1/4" x 37 1/2" 30"x20"* (transom)	Remove for conservation	$5,803	None	N/A	N/A	N/A
W-5	N/A	N/A	$0	N/A	N/A	N/A	N/A
W-6	4 5/8" x 42"	*In situ* cleaning	*$562*	Strip, Restore, Repaint	*$1,560*	1/4" laminated glass	$704
W-7	4 5/8" x 42"	*In situ* cleaning	*$562*	Strip, Restore, Repaint	*$1,560*	1/4" laminated glass	$704
W-8	16"x36" 59" x 30" (fan)	Remove for conservation	$7,781	Strip, Restore, Repaint	$2,976	1/4" laminated glass, fan light only	$1,530
W-9	25" x 36" 76" x 40" (fan)	Remove for conservation	$13,510	Strip, Restore, Repaint	$5,264	1/4" laminated glass, fan light only	$3,336
W-10	16"x36" 59" x 30"* (fan)	Remove for conservation	$7,781	Strip, Restore, Repaint	$2,977	1/4" laminated glass, fan light only	$1,530
W-11	4 5/8" x 42"	Remove for conservation	$946	Strip, Restore, Repaint	$2,268	1/4" laminated glass	$704
W-12	4 5/8" x 42"	Remove for conservation	$946	Strip, Restore, Repaint	$2,268	1/4" laminated glass	$704
W-13*	12"x24" (per light)	Remove for conservation	$946	Strip, Restore, Repaint	$2,268	1/4" laminated glass	$704
W-14	60"x238" overall	Remove for conservation	$57,502	Strip, Restore, Repaint	$39,438	1/4" laminated glass	$11,672
W-15	83"x263" overall	Remove for conservation	$83,918	Strip, Restore, Repaint	$48,294	1/4" laminated glass	$17,850
W-16	60"x238" overall	Remove for conservation	$57,502	Strip, Restore, Repaint	$39,438	1/4" laminated glass	$11,672

W-17*	12"x24" (per panel)	Remove for conservation	$946	Strip, Restore, Repaint	$2,268	1/4" laminated glass	$704
W-18	10" x 360" per light	Remove for conservation	$18,514	Restore and paint	$29,256	1/4" laminated glass	$9,750
W-19*	18"x36" per panel	Remove for conservation	$1,046	Strip, Restore, Repaint	$2,568	1/4" laminated glass	$1,004
W-20*	24" x 60"* per light	Remove for conservation	$1,925	Strip, Restore, Repaint	$2,294	1/4" laminated glass	$704
S 1	24" x 36"	Remove for conservation	*$6,117*	Strip, Restore, Repaint	*$4,200*	1/4" laminated glass	$900
S 2	24" x 36"	Remove for conservation	*$6,117*	Strip, Restore, Repaint	*$4,200*	1/4" laminated glass	$900
S 3	12"x24"	Remove for conservation	$2,057	Strip, Restore, Repaint	$1,898	1/4" laminated glass	$704
S 4	12"x24"	Remove for conservation	$2,057	Strip, Restore, Repaint	*$1,898*	1/4" laminated glass	$704
S 5	12"x24"	Remove for conservation	$2,057	Strip, Restore, Repaint	$1,898	1/4" laminated glass	$704
S 6	12"x24"	Remove for conservation	$2,057	Strip, Restore, Repaint	*$1,898*	1/4" laminated glass	$704
S 7	12"x24"	Remove for conservation	$2,057	Strip, Restore, Repaint	$1,898	1/4" laminated glass	$704
S 8	24" x 40"	Remove for conservation	*$6,630*	Strip, Restore, Repaint	*$4,574*	1/4" laminated glass	$1,037
S 9	24" x 40"	Remove for conservation	$6,630	Strip, Restore, Repaint	$4,574	1/4" laminated glass	$1,037
S 10	No visible glazing	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
S 11	22"x96" per light	Remove for conservation	$8,171	Strip, Restore, Repaint	$6,594	1/4" laminated glass	$2,383
S 12	168" diameter	Remove for conservation	$73,050	Strip, Restore, Repaint	$45,890	1/4" laminated glass	$25,334
S 13	22"x96"	Remove for conservation	$8,171	Strip, Restore, Repaint	$6,594	1/4" laminated glass	$2,383

S 14*	12"x24" per light	Remove for conservation	$7,956	Strip, Restore, Repaint	$12,578	1/4" laminated glass	$2,255
S 15*	NR	Remove for conservation	$946	Strip, Restore, Repaint	$2,268	1/4" laminated glass	$704
S 16*	NR	Remove for conservation	$947	Strip, Restore, Repaint	$2,269	1/4" laminated glass	$705
S 17*	NR	Remove for conservation	$948	Strip, Restore, Repaint	$2,270	1/4" laminated glass	$706
S 18	10" x 360" per light	Remove for conservation	$18,514	Restore and paint	$29,256	1/4" laminated glass	$9,750
N 1	24" x 36"	Remove for conservation	$6,221	Strip, Restore, Repaint	$2,984	1/4" laminated glass	$1,537
N 2	24" x 36"	Remove for conservation	$6,776	Strip, Restore, Repaint	$2,984	1/4" laminated glass	$1,590
N 3	12"x24"	Remove for conservation	$1,925	Strip, Restore, Repaint	$2,294	1/4" laminated glass	$704
N 4	12"x24"	Remove for conservation	$1,925	Strip, Restore, Repaint	$2,294	1/4" laminated glass	$704
N 5	12"x24"	Remove for conservation	$1,925	Strip, Restore, Repaint	$2,294	1/4" laminated glass	$704
N 6	12"x24"	Remove for conservation	$1,925	Strip, Restore, Repaint	$2,294	1/4" laminated glass	$704
N 7	12"x24"	Remove for conservation	$1,925	Strip, Restore, Repaint	$2,294	1/4" laminated glass	$704
N 8	23"x96" per light	Remove for conservation	$7,693	Strip, Restore, Repaint	$4,620	1/4" laminated glass	$2,016
N 9	168" diameter	Remove for conservation	$73,050	Strip, Restore, Repaint	$45,890	1/4" laminated glass	$25,334
N 10	10" x 360" per light	Remove for conservation	$18,514	Restore and paint	$29,256	1/4" laminated glass	$9,750
E 1*	NR	NR	NR	NR	N/R	NR	N/R
E 2	10" x 360" per light	Remove for conservation	$18,514	Restore and paint	$29,256	1/4" laminated glass	$9,750

PHS 1	48"x36"	Remove for conservation	$5,174	Touch up paint as needed	$2,774	1/4" laminated glass, fan light only	$785
PHS 2	12"x42"	Remove for conservation	$2,930	Strip, Restore, Repaint	$5,264	1/4" laminated glass	$704
PHS 3	12"x42"	Remove for conservation	$2,930	Strip, Restore, Repaint	$5,264	1/4" laminated glass	$704
PHS 4	12"x42"	Remove for conservation	$2,930	Strip, Restore, Repaint	$5,264	1/4" laminated glass	$704
PHS 5	12"x42"	Remove for conservation	$2,930	Strip, Restore, Repaint	$5,264	1/4" laminated glass	$704
PHS 6	12"x42"	Remove for conservation	$2,930	Strip, Restore, Repaint	$5,264	1/4" laminated glass	$704
PHS 7	12"x42"	Remove for conservation	$2,930	Strip, Restore, Repaint	$5,264	1/4" laminated glass	$704
PHS 8	7"x76"*	Remove for conservation	$2,930	Strip, Restore, Repaint	$5,264	1/4" laminated glass	$811
PHS 9	42"x120" overall	Remove for conservation	$29,189	Strip, Restore, Repaint	$22,118	1/4" laminated glass	$5,760
PHS 10	48"x138" overall	Remove for conservation	$37,137	Strip, Restore, Repaint	$31,054	1/4" laminated glass	$7,440
PHS 11	42"x120" overall	Remove for conservation	$29,189	Strip, Restore, Repaint	$22,118	1/4" laminated glass	$5,760
PHS 12*	42"x36"*	Remove for conservation	$946	Strip, Restore, Repaint	$2,268	1/4" laminated glass	$704
PHS 13	42"x32"*	None	N/A	Strip, Restore, Repaint	$10,234	None	N/A
PHN 1*	18"x55"	Remove for conservation	$6,406	Strip, Restore, Repaint	$8,220	None	$1,122
PHN 2*	18"x55"	Remove for conservation	$6,406	Strip, Restore, Repaint	$8,220	None	$1,122
PHN 3*	18"x55"	Remove for conservation	$6,406	Strip, Restore, Repaint	$8,220	None	$1,122
PHN 4*	18"x55"	Remove for conservation	$6,406	Strip, Restore, Repaint	$8,220	None	$1,122

PHN 5*	18"x55"	Remove for conservation	$6,406	Strip, Restore, Repaint	$8,220	None	$1,122
PHN 6*	18"x72"	Remove for conservation	$7,428	Strip, Restore, Repaint	$9,452	None	$1,663
PHN 7*	18"x72"	Remove for conservation	$7,428	Strip, Restore, Repaint	$9,452	None	$1,663
PHN 8*	18"x72"	Remove for conservation	$7,428	Strip, Restore, Repaint	$9,452	None	$1,663
PHN 9*	18"x72"	Remove for conservation	$7,428	Strip, Restore, Repaint	$9,452	None	$1,663
PHN 10*	18"x72"	Remove for conservation	$7,428	Strip, Restore, Repaint	$9,452	None	$1,663
PHN 11*	18"x72"	Remove for conservation	$7,428	Strip, Restore, Repaint	$9,452	None	$1,663
PHN 12	18"x55"	*In situ* cleaning	$1,047	None	N/A	None	N/A
PHN 13	18"x55"	*In situ* cleaning	$1,047	None	N/A	None	N/A
PHN 14	18"x55"	*In situ* cleaning	$1,047	None	N/A	None	N/A
PHN 15	18"x55"	*In situ* cleaning	$1,047	None	N/A	None	N/A
PHN 16	18"x55"	*In situ* cleaning	$1,047	None	N/A	None	N/A
PHN 17	18"x55"	*In situ* cleaning	$1,047	None	N/A	None	N/A

APPENDIX 2

REPLACEMENT GLASS COST BREAKDOWN

Replacement Piece Cost Breakdown

West	Size (wxh)	Replacement	Estimated Cost
W-14	60"x238" overall	20%	$8,258
W-15	83"x263" overall	30%	$15,195
W-16	60"x238" overall	20%	$8,259
S 11	22"x96" per light	10%	$992
S 12	168" diameter	15%	$12,553
S 13	22"x96"	15%	$1,320
N 8	23"x96" per light	10%	$1,320
N 9	168" diameter	15%	$12,553
		Total	**$60,450**

Exhibit AA

Cumming Group Report

CUMMING

Building Value Through Expertise

Peer Review of Hard Construction Costs

Supporting a Hearing

for

West Park Presbyterian Church

165 West 86th Street, New York, NY

August 25th, 2023



Prepared for:

Landmark Preservation Commission (LPC)

1 Centre St

New York, NY 10007

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Introduction

The objective of Cumming's report for Landmark Preservation Commission (LPC) is to assess the **West Park Presbyterian Church** which is located at 165 West 86th Street, New York, NY, and to prepare a peer review report of the Hard Construction costs indicated in the LPC's report dated June 14th, 2022 including stabilization, repair, and restoration costs for the following: 1) façade; 2) structure; 3) fire protection; 4) accessibility; in addition to studying the Base Scenario, Infill Scenario, and Multi-Family Scenario as per the following LPC's report.

The analysis in this report has been prepared by Mohamed Shehata, Senior Vice President of Cost Management (*BSc, LLM, EMBA, FRICS, FCIArb*) who inspected the property on September 22, 2022. Mohamed is a Chartered Quantity Surveyor and is a Fellow (FRICS) of the Royal Institution of Chartered Surveyors with more than 18 years of experience in the fields of quantity surveying, cost estimating and value engineering, procurement and tendering strategies, real estate budgeting and due diligence, financial management and control, change order review, and contracts and claims management in multi-billion-dollar, high profile projects.

Also the pricing of the Façade Restoration and repair has been reviewed by Govindaraju G.T, Cost Manager (MSc, CMIT, AFF.M.ASCE), who prior to joining Cumming, used to work for a New York based firm specializing in design, restoration, and conservation services for art, architecture, and artifacts.

Methodology

Our peer review is partially based upon a site visit on 09/22/2022, during which we performed a visual, non-intrusive and non-destructive evaluation of various external and internal building components. These systems included the building envelope, HVAC, electrical, and plumbing.

Our review was not a building code, safety, regulatory, or environmental compliance audit. In addition to the building itself, we reviewed the observable existing interiors to help establish the value of that component. We also reviewed the basement level, in addition to MEP infrastructure equipment.

The peer review that we prepared for LPC of the subject property was prepared using a combination of several methods typically used at Cumming to peer review hard cost construction estimates, arrive at conclusions, and identify assumptions as follows:

- One-day site visit to observe the built conditions and to provide orientation to the drawings
- Desktop review of existing documents and reports
- Spot checks of quantities from certain scaled Architectural drawings
- Analyzing all assumptions, inclusions, exclusions, and labor hourly rates – if available
- Commentary on unit rates, allowances, contingency, and markups
- Review the details of the general conditions and general requirements for LBG, and
- Confirmation of escalation and market conditions
- When appropriate, Conceptual estimating - for select scope of work - based on historical data for portions of the project not well documented by the available construction drawings

Cumming visited the subject site on September 22nd, 2022. We were escorted on a tour of the property through the chapel, current church, sanctuary balcony, back-of-house are, and mechanical and electrical areas at the basement level. Following the tour, we were escorted around the church to observe the façade conditions and outlying areas of the site.

Cumming downloaded electronic file versions of the following documents from the LPC's website via the following link (*https://www1.nyc.gov/site/lpc/hearings/view-presentation-materials.page*):

- Public Meeting presentation dated July 19th, 2022 for 165-167 West 86th Street, aka 541 Amsterdam Avenue – West Park Presbyterian Church
- Supplemental materials document, including **LBG's preliminary budget dated February 18TH, 2022 (*Exhibit L - LBG – Repair and Restoration Budgets: Community Facility and Residential Scenarios*)** which is based on the following information:
    - FMD Memo to DOB dated November 12, 2021
    - Amended December 2, 2021
    - FMD Façade Review Quantities dated December 12, 2021
    - FMD Memo to DOB re Violation 21-01507 Dated November 16, 2021
    - CCI Accessibility Survey Existing Conditions dated November 11, 2021
    - CCI Fire Protection and Life Safety Existing Conditions Survey dated November 8, 2021, Revised November 11, 2021
    - Severud Associates Structural Observation Report Dated November 9, 2021
    - Severud Associates Structural Observation Report Dated November 16, 2021
    - Severud Emergency Structural Repair Sketch Dated November 23, 2021
    - FX Collaborative "WPPC Existing Church Facility Area" Dated February 16, 2022

    - Exhibit M - Nova Construction Services – Façade Repair Estimate January 7, 2022
- Response to LPC Comments July 28, 2022, prepared by Kramer Levin (357 pages), including LBG's revised budget dated April 10th, 2023.

We did not receive numerous other drawings such as Mechanical, Electrical, Fire Protection. Consequently, some of our estimated costs are "conceptualized" based on historical data that we have accumulated from other projects.

Spot checks of quantities were accomplished by scaling the provided Architectural drawings and recording the various quantities, then calculating the various indicated areas by entering the takeoff data in our cost estimate spreadsheet. Area calculations were carried out in the spreadsheet by entering the data as formulas. The resulting quantities or units of measure (*e.g. square feet*) were then multiplied by unit prices to arrive at a component cost. The unit prices were verified against our historical data. The component costs were then subtotaled in individual areas. The organization of the spreadsheet is generally based on a progression starting with demolition and proceeding, area by area, through exterior work, structural work, interior finishes, and miscellaneous other components.

The areas addressed in the Hard Construction Cost peer review are as follows:

- Demolition
- Abatement
- Cast In Place Concrete
- Masonry
- Façade Restoration and repair
- Structural Steel
- Misc. Metal
- Structural Repair (Wood framing/Trusses)
- Drywall (Insulation, Patching, drywall etc)
- Architectural millwork
- Fireproofing
- Roofing/Water proofing
- Rest of the trades
- Infill Community Facility Space
- Residential Fit out Allowance

- Mechanical, Electrical, and Plumbing Central Systems
- Miscellaneous (Contractor General Conditions, Overhead and Profit, Bonds and Permits)

Scenarios Studied

The existing **West Park Presbyterian Church** is three stories in height with the main sanctuary and chapel on the ground level and two levels above with offices and multipurpose rooms that are used for exercise and dance classes.

The **West Park Presbyterian Church** also has a cellar that is primarily for church storage and mechanical equipment rooms; however, there are also dressing rooms with direct access to the rear of the sanctuary and chapel.

In order to prepare this report, we analyzed the following three (3) development scenarios:

a. **Community Facility and Commercial Use Scenario ("Base Scenario")**
   In this option, the deficiencies of the existing structure are cured and renovated for community facility use with a Net Usable Area of 18,353 sq. feet in a gross building area of 24,688 sq. feet

b. **Infill Community Facility and Commercial Use Scenario ("Infill Scenario")**
   In this option, the interior sq. footage is maximized through a 3,647± sq. foot infill of the auditorium, in order to create total gross building area of nearly 28,335± sq. feet and a net usable area of 22,014± square feet.

c. **Residential Multi-Family Conversion Scenario ("Multi-Family Scenario")**
   In this option, the interior sq. footage is maximized through infill construction and converted for residential use. Both structural and interior work is required to create a total of 34,517± sq. feet of gross building area and 20 apartments ranging from studios to 3-bedroom units with a total residential rentable area of 20,613± sq. feet.

Commentary on LBG's Overall Estimate

Cumming analyzed the $/SF for each trade provided by LBG, and we believe that all the $/SF rates are generally reasonable given the size, scope, nature, and complexity of the project.

Below is an overall summary:

Scenarios	LBG $	Cumming $	Delta $	Delta %
Scenario 1 (Base)	$49,125,759	$52,505,154	$3,379,395	7%
Scenario 2 (Infill)	$50,955,015	$56,329,125	$5,374,110	11%
Scenario 3 (Multi-Family)	$58,576,591	$66,702,477	$8,125,886	14%

See Appendix A for more detailed analysis and comparison between LBG and Cumming

Commentary on LBG's Markups and Contingencies

As can be seen in the table below, most of the markups used in the hard construction cost calculation by LBG fall within the expected industry range for a project of this size, scale and complexity. Cumming analyzed markups such as the General Contractor/Construction Manager supervision, insurances, overheads and profit, in addition to design and construction contingencies. Typically such line items are added as an overall percent of direct trade costs.

Scope Item	Expected Range		LBG	Used by Cumming	Comments
General Conditions and General Requirements	11%	13%	13%	13%	General conditions are typically between 8 % to 9% and general requirements are typically range between 3% to 4%. LBG is carrying 13% for both items which is reasonable
Subcontractor Default Insurance (SDI)	1.25%	1.5%	1.75%	1.5%	The current SDI by LBG is slightly out of the expected range by 0.25%
Insurance (Auto, Professional Liability, Pollution, Off site)	2%	2.5%	2.5%	2.5%	The current insurance by LBG falls within the expected industry range and is reasonable, given the fact that this project involves complex renovation of a historic building.
Fees	2.5%	4%	4%	4%	The current fees by LBG falls within the expected range and is reasonable
Contractor Controlled Insurance Policy (CCIP)	7 %	9%	9%	9%	The current CCIP by LBG falls within the expected range and is reasonable, given the fact that this project involves complex renovation of a historic building.
Design Contingency*	5%	20%	10%	10%	The current design contingency by LBG falls within the expected range and is reasonable
Construction Contingency**	3%	5%	10%	5%	LBG is carrying a high construction contingency. Typical range is 3% to 5%

***Design contingency** allows for design development to progress past the current level of documentation, which ranges on the project from preliminary (Conceptual) drawings to Construction Documents and permit level.

****Construction contingency** allows to cover unforeseen conditions and change orders during construction. Note these contingencies are NOT a Project / Owner / Development contingency, which is held separately within Soft Costs.

Conclusion

In conclusion, we consider that the revised submission from LBG dated April 10th, 2023 for the various scenarios to be reasonable in the current market climate for the various scenarios studied (*see summary table below*) on the West Park Presbyterian Church Project which is located at 165 West 86th Street, New York, NY.

CONSTRUCTION COSTS AND SCENARIO COMPARISON - UPDATED APRIL 2023			
Calculation of Construction Components	**Base Scenario**	**Infill Scenario**	**Multi-Family Scenario**
Subtotal - Full Scope	**$31,520,483**	**$32,675,515**	**$37,562,942**
Full Scope	$31,520,483	$32,675,515	$37,562,942
General Conditions Cost @	$4,097,663	$4,247,817	$4,883,182
Subtotal	$35,618,146	$36,923,332	$42,446,124
Design Contingency	$3,152,048	$3,267,552	$3,756,294
Construction Contingency	$3,152,048	$3,267,552	$3,756,294
Subtotal - Full Scope	**$41,922,242**	**$43,458,435**	**$49,958,713**
CCIP	$3,773,002	$3,911,259	$4,496,284
Subtotal	$45,695,244	$47,369,694	$54,454,997
Insurance (professional/auto/offsite/pollution)	$1,048,056	$1,086,461	$1,248,968
Subtotal	$46,743,300	$48,456,155	$55,703,965
Construction Services Fee	$1,676,890	$1,738,337	$1,998,349
Subtotal	$48,420,190	$50,194,492	$57,702,313
SDI Program	$733,639	$760,523	$874,277
Total Development Costs	**$49,153,829**	**$50,955,015**	**$58,576,591**
Interior Program Fitout @	Included	Included	Included
Total Fitout	Allow	Allow	Allow
Total Renovation Costs	**$49,153,829**	**$50,955,015**	**$58,576,591**

Disclaimer

The observations and estimated amounts in this report are based on our observations on the day of our site visit and on the informational materials described above. We have prepared this report for the exclusive use of Landmark Preservation Commission (LPC) and its designees. The information and opinions set forth herein are made in our best judgment and are based on the information available at the time of preparation of this report and estimate.

Any use of this report or this estimate by any third party or entity, or any reliance on or decisions based on this report and estimate are the sole responsibility and at the sole risk of the third party. Cumming Management Inc. accepts no responsibility for damages suffered by any third party because of reliance on, decisions made, or actions taken based on this report. Our compensation is in no way based on the value estimated herein.

Appendix A

Detailed analysis and comparison between LBG and Cumming

ANALYSIS

Trade Description	Scenario 1 Base					Scenario 2 Infill					Scenario 3 Multi-Family					Comments By Cumming
	LBG Preliminary Cost		Cumming Peer Review		Delta	LBG Preliminary Cost		Cumming Peer Review		Delta	LBG Preliminary Cost		Cumming Peer Review		Delta	
Area (GSF)	24,688	$/SF	24,688	$/SF	$	28,335	$/SF	28,335	$/SF	$	34,517	$/SF	34,517	$/SF	$	
Demo	$ 1,450,000	$ 59	$ 1,481,280	$ 60	$ 31,280	$ 1,450,000	$ 51	$ 1,481,280	$ 52	$ 31,280	$ 3,861,360	$ 112	$ 3,451,700	$ 100	$ (409,660)	
Abatement	$ 390,000	$ 16	$ 617,200	$ 25	$ 227,200	$ 390,000	$ 14	$ 708,375	$ 25	$ 318,375	$ 790,000	$ 23	$ 862,925	$ 25	$ 72,925	Cumming assumes $25/SF for abatement
Cast In Place Concrete	$ 252,000	$ 10	$ 370,320	$ 15	$ 118,320	$ 397,920	$ 14	$ 425,025	$ 15	$ 27,105	$ 2,513,190	$ 73	$ 2,243,605	$ 65	$ (269,585)	Cumming assumes $15/SF for misc. cast in place concrete for Scenario 1 and 2, and $65/SF for scenario 3 (assuming CIP for structure of the new residential building)
Masonry	$ 781,469	$ 32	$ 740,640	$ 30	$ (40,829)	$ 781,469	$ 28	$ 850,050	$ 30	$ 68,581	$ 660,903	$ 19	$ 1,035,510	$ 30	$ 374,607	Cumming assumes $30/sf for masonry
Façade Restoration and repair	$ 13,865,544	$ 562	$ 13,865,544	$ 562	$ -	$ 13,865,544	$ 489	$ 13,865,544	$ 489	$ -	$ 13,865,544	$ 402	$ 13,865,544	$ 402	$ -	Price provided by NOVA is reasonable
Window Restoration		$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
New Egress	$ 127,500	$ 5	$ 150,000	$ 6	$ 22,500	$ 127,500	$ 4	$ 150,000	$ 5	$ 22,500	$ 127,500	$ 4	$ 150,000	$ 4	$ 22,500	
Structural Steel	$ 1,230,000	$ 50	$ 1,481,280	$ 60	$ 251,280	$ 1,412,400	$ 50	$ 1,700,100	$ 60	$ 287,700	$ 525,000	$ 15	$ 525,000	$ 15	$ -	Price fair and reasonable
Misc. Metal	$ 343,163	$ 14	$ 370,320	$ 15	$ 27,157	$ 343,163	$ 12	$ 425,025	$ 15	$ 81,862	$ 217,663	$ 6	$ 350,000	$ 10	$ 132,337	
Wall Stabilization Per Severud Analysis dated July 22, 2022	$ 1,170,947	$ 47	$ 1,170,947	$ 47	$ -	$ 1,170,947	$ 41	$ 1,170,947	$ 41	$ -	$ 1,170,947	$ 34	$ 1,170,947	$ 34	$ -	Price fair and reasonable
Structural Repair(Wood framing/Trusses)	$ 175,000	$ 7	$ 306,600	$ 12	$ 131,600	$ 175,000	$ 6	$ 340,020	$ 12	$ 165,020	$ 175,000	$ 5		$ -	$ (175,000)	
Drywall (Insulation, Patching, drywall etc.)	$ 3,010,305	$ 122	$ 2,468,800	$ 100	$ (541,505)	$ 3,101,505	$ 109	$ 2,833,500	$ 100	$ (268,005)	$ 100,000	$ 3	$ 200,000	$ 6	$ 100,000	Scenarios 1 and 2 assume extensive drywall works
Architectural millwork	$ 350,000	$ 14	$ 1,234,400	$ 50	$ 884,400	$ 350,000	$ 12	$ 1,416,750	$ 50	$ 1,066,750	$ -	$ -	$ 517,755	$ 15	$ 517,755	
Fireproofing	$ 100,000	$ 4	$ 300,000	$ 12	$ 200,000	$ 100,000	$ 4	$ 340,020	$ 12	$ 240,020	$ -	$ -	$ 345,170	$ 10	$ 345,170	
Roofing/Water proofing	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000	$ 43	$ 1,500,000	$ 43	$ -	
Doors, Frames, & Hardware (furnish only)	$ 330,000	$ 13	$ 370,320	$ 15	$ 40,320	$ 330,000	$ 12	$ 425,025	$ 15	$ 95,025	$ 8,000	$ 0	$ 517,755	$ 15	$ 509,755	Cumming assumes $15/SF for door and hardware
New windows, louvers, replacement windows	$ 350,000	$ 14	$ 617,200	$ 25	$ 267,200	$ 350,000	$ 12	$ 708,375	$ 25	$ 358,375	$ 445,000	$ 13	$ 862,925	$ 25	$ 417,925	Cumming assumes $25/SF for new windows
Interior glazing & shower doors	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	Included in residential fit-out allowance
Ceramic and stone	$ 48,000	$ 2	$ 100,000	$ 4	$ 52,000	$ 48,000	$ 2	$ 100,000	$ 4	$ 52,000	$ -	$ -	$ 172,585	$ 5	$ 172,585	This covers common areas and lobby
Wood flooring and carpet	$ 75,000	$ 3	$ 370,320	$ 15	$ 295,320	$ 75,000	$ 3	$ 425,025	$ 15	$ 350,025	$ -	$ -	$ 517,755	$ 15	$ 517,755	Cumming assumes $15 for wood flooring and carpet
Painting		$ -	$ 246,880	$ 10	$ 246,880		$ -	$ 283,350	$ 10	$ 283,350		$ -	$ 345,170	$ 10	$ 345,170	Cumming assumes $10 for painting
Signage	$ 25,000	$ 1	$ 123,440	$ 5	$ 98,440	$ 25,000	$ 1	$ 141,675	$ 5	$ 116,675	$ 25,000	$ 1	$ 172,585	$ 5	$ 147,585	Cumming assumes $5/SF for signage
Specialties	$ 25,000	$ 1	$ 123,440	$ 5	$ 98,440	$ 25,000	$ 1	$ 141,675	$ 5	$ 116,675	$ 25,000	$ 1	$ 172,585	$ 5	$ 147,585	Cumming assumes $5/SF for specialties
Interior Fit out Allowances	$ 2,468,700	$ 100	$ 3,703,200	$ 150	$ 1,234,500	$ 2,833,500	$ 100	$ 4,250,250	$ 150	$ 1,416,750	$ 6,029,650	$ 175	$ 7,766,325	$ 225	$ 1,736,675	
Elevators	$ 200,000	$ 8	$ 370,320	$ 15	$ 170,320	$ 200,000	$ 7	$ 370,320	$ 13	$ 170,320	$ 500,000	$ 14	$ 517,755	$ 15	$ 17,755	Cumming assumes $15/SF for elevators
Scaffolding and protection	$ 661,750	$ 27	$ -	$ -	$ (661,750)	$ 661,750	$ 23	$ -	$ -	$ (661,750)	$ -	$ -		$ -	$ -	This item is typically included in General Requirements
Fire Protection System	$ 572,504	$ 23	$ 493,760	$ 20	$ (78,744)	$ 651,136	$ 23	$ 566,700	$ 20	$ (84,436)	$ 720,170	$ 21	$ 517,755	$ 15	$ (202,415)	Cumming assumes $20/SF for fire protection
Plumbing	$ 435,000	$ 18	$ 617,200	$ 25	$ 182,200	$ 489,720	$ 17	$ 708,375	$ 25	$ 218,655	$ 320,000	$ 9	$ 862,925	$ 25	$ 542,925	Cumming assumes $25/SF for plumbing
HVAC Piping & Duct Wor	$ 1,290,000	$ 52	$ 1,481,280	$ 60	$ 191,280	$ 1,370,256	$ 48	$ 1,700,100	$ 60	$ 329,844	$ 1,290,000	$ 37	$ 2,071,020	$ 60	$ 781,020	Cumming assumes $60/SF for HVAC and piping
Electrical & Low Voltage	$ 859,537	$ 35	$ 1,110,960	$ 45	$ 251,423	$ 1,023,697	$ 36	$ 1,275,075	$ 45	$ 251,378	$ 952,913	$ 28	$ 1,553,265	$ 45	$ 600,352	Cumming assumes $45/SF for HVAC and piping
Lighting Fixtures	$ 74,064	$ 3	$ 246,880	$ 10	$ 172,816	$ 85,008	$ 3	$ 283,350	$ 10	$ 198,342	$ 207,102	$ 6	$ 345,170	$ 10	$ 138,068	Cumming assumes $10/SF for light fixtures
Excavation / Foundation	$ 377,000	$ 15	$ 377,000	$ 15	$ -	$ 377,000	$ 13	$ 377,000	$ 13	$ -	$ 1,068,000	$ 31	$ 1,725,850	$ 50	$ 657,850	Cumming assumed $50/SF for scenario 3
Site work	$ 135,000	$ 5	$ 150,000	$ 6	$ 15,000	$ 135,000	$ 5	$ 150,000	$ 5	$ 15,000	$ 135,000	$ 4	$ 200,000	$ 6	$ 65,000	Cumming included an allowance for misc. site work
Landscaping	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	Excluded
Site Security (Allowance)	$ 330,000	$ 13	$ -	$ -	$ (330,000)	$ 330,000	$ 12	$ -	$ -	$ (330,000)	$ 330,000	$ 10	$ -	$ -	$ (330,000)	Cumming included this item in general requirements
Site Safety (excluded)	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	Cumming included this item in general requirements
Total hard costs based on existing conditions	**$ 31,502,483**	**$ 1,276**	**$ 35,059,531**	**$ 1,420**	**$ 3,557,048**	**$ 32,675,515**	**$ 1,153**	**$ 37,612,931**	**$ 1,327**	**$ 4,937,416**	**$ 37,562,942**	**$ 1,088**	**$ 44,539,581**	**$ 1,290**	**$ 6,976,639**	

ANALYSIS

Trade Description	Scenario 1 Base					Scenario 2 Infill					Scenario 3 Multi-Family					Comments By Cumming
	LBG Preliminary Cost		Cumming Peer Review		Delta	LBG Preliminary Cost		Cumming Peer Review		Delta	LBG Preliminary Cost		Cumming Peer Review		Delta	
Area (GSF)	24,688	$/SF	24,688	$/SF	$	28,335	$/SF	28,335	$/SF	$	34,517	$/SF	34,517	$/SF	$	
General Conditions & General Requirements	$ 4,095,323	$ 166	$ 4,557,739	$ 185	$ 462,416	$ 4,247,817	$ 150	$ 4,889,681	$ 173	$ 641,864	$ 4,883,182	$ 141	$ 5,790,146	$ 168	$ 906,963	Cumming assumed 13% for general conditions and general requirements
Subtotal	**$ 35,597,806**	**$ 1,442**	**$ 39,617,270**	**$ 1,605**	**$ 4,019,464**	**$ 36,923,332**	**$ 1,303**	**$ 42,502,612**	**$ 1,500**	**$ 5,579,280**	**$ 42,446,124**	**$ 1,230**	**$ 50,329,727**	**$ 1,458**	**$ 7,883,602**	
Design Contingency	$ 3,150,248	$ 128	$ 3,505,953	$ 142	$ 355,705	$ 3,267,552	$ 115	$ 3,761,293	$ 133	$ 493,742	$ 3,756,294	$ 109	$ 4,453,958	$ 129	$ 697,664	Cumming assumed 10% for design contingency
Construction Contingency	$ 3,150,248	$ 128	$ 1,752,977	$ 71	$ (1,397,272)	$ 3,267,552	$ 115	$ 1,880,647	$ 66	$ (1,386,905)	$ 3,756,294	$ 109	$ 2,226,979	$ 65	$ (1,529,315)	Cumming assumed 5% for construction contingency
Subtotal	**$ 41,898,302**	**$ 1,697**	**$ 44,876,200**	**$ 1,818**	**$ 2,977,897**	**$ 43,458,435**	**$ 1,534**	**$ 48,144,552**	**$ 1,699**	**$ 4,686,117**	**$ 49,958,713**	**$ 1,447**	**$ 57,010,664**	**$ 1,652**	**$ 7,051,951**	
CCIP	$ 3,770,847	$ 153	$ 4,038,858	$ 164	$ 268,011	$ 3,911,259	$ 138	$ 4,333,010	$ 153	$ 421,751	$ 4,496,284	$ 130	$ 5,130,960	$ 149	$ 634,676	
Subtotal	**$ 45,669,150**	**$ 1,850**	**$ 48,915,058**	**$ 1,981**	**$ 3,245,908**	**$ 47,369,694**	**$ 1,672**	**$ 52,477,561**	**$ 1,852**	**$ 5,107,867**	**$ 54,454,997**	**$ 1,578**	**$ 62,141,623**	**$ 1,800**	**$ 7,686,626**	
Insurance	$ 1,047,458	$ 42	$ 1,121,905	$ 45	$ 74,447	$ 1,086,461	$ 38	$ 1,203,614	$ 42	$ 117,153	$ 1,248,968	$ 36	$ 1,425,267	$ 41	$ 176,299	Cumming assumed 2.5% for insurance
Subtotal	**$ 46,716,607**	**$ 1,892**	**$ 50,036,963**	**$ 2,027**	**$ 3,320,355**	**$ 48,456,155**	**$ 1,710**	**$ 53,681,175**	**$ 1,895**	**$ 5,225,020**	**$ 55,703,965**	**$ 1,614**	**$ 63,566,890**	**$ 1,842**	**$ 7,862,925**	
Construction Services Fee	$ 1,675,932	$ 68	$ 1,795,048	$ 73	$ 119,116	$ 1,738,337	$ 61	$ 1,925,782	$ 68	$ 187,445	$ 1,998,349	$ 58	$ 2,280,427	$ 66	$ 282,078	Cumming assumed 4% for fees
Subtotal	**$ 48,392,539**	**$ 1,960**	**$ 51,832,011**	**$ 2,099**	**$ 3,439,471**	**$ 50,194,492**	**$ 1,771**	**$ 55,606,957**	**$ 1,962**	**$ 5,412,465**	**$ 57,702,313**	**$ 1,672**	**$ 65,847,317**	**$ 1,908**	**$ 8,145,003**	
SDI Program	$ 733,220	$ 30	$ 673,143	$ 27	$ (60,077)	$ 760,523	$ 27	$ 722,168	$ 25	$ (38,354)	$ 874,277	$ 25	$ 855,160	$ 25	$ (19,118)	Cumming assumed 1.5% for SDI
Total	**$ 49,125,759**	**$ 1,990**	**$ 52,505,154**	**$ 2,127**	**$ 3,379,395**	**$ 50,955,015**	**$ 1,798**	**$ 56,329,125**	**$ 1,988**	**$ 5,374,110**	**$ 58,576,591**	**$ 1,697**	**$ 66,702,477**	**$ 1,932**	**$ 8,125,886**	

Exhibit BB

Old Structures Report

OLD STRUCTURES

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August 30, 2023

Mark Silberman
Landmarks Preservation Commission
One Centre Street
New York, New York 10007

Re: West Park Presbyterian Church, Manhattan
Block 1217, Lot 1

Dear Mr. Silberman:
The following is a summary of my review of the proposed costs for restoration work at the church. This is generally based on the document package from Kramer Levin to the Commission dated April 13, which I received on April 24. I reviewed the costs for the stained-glass work, the structural work, and the envelope (facade and roof) work, as described in the following documents:

- A stained-glass costing spreadsheet that was part of the November 2022 conditions survey by Liberty Stained Glass Conservation, and included in the April 24 documents. (See attachment A.)
- A structural costing spreadsheet dated September 6, 2022 and prepared by Leeding Builders Group, and included in the April 24 documents. (See attachment B).
- A building-envelope costing spreadsheet dated March 30, 2023 and prepared by Leeding Builders Group. (See attachment C). This is referenced in the April 24 documents but was not included with them.
- A costing spreadsheet dated April 10, 2023 and prepared by Leeding Builders Group, and included in the April 24 documents. (See attachment D) This document has four scenarios for the future use of the building; only scenario A "Remain Church – Façade Restoration – No Code Improvements" was reviewed. That scenario (see page 1 of attachment D) has only three scope line items: facade restoration (which includes the roof), window restoration, and wall stabilization (structural work). Those three items refer back to the costing in attachments A, B, and C.
- Exterior and structural violations issued by the Department of Buildings, including LL0701RF (August 12, 2022), SR0702RF (February 14, 2023), and SR10701XN (May 30, 2023). Those three are the most recent of many similar violations referencing the condition of the exterior walls.

- All costs consist of line-item work (itemized actual scope) and mark-up costs (e.g., insurance). I have used the LBG mark-up costs as shown in attachment D.
- I conducted site visits with LPC staff and representatives of the building on July 7 and August 11, 2022.

Executive Summary

- The primary goal of this review was to determine the cost of immediate work necessary to make the building safe. "Safe" was defined as addressing the open Department of Buildings violations and associated issues concerning structure and the exterior of the building. A secondary goal is to provide a proposed time-line for repair work for issues beyond immediate safety.
- There are three broad areas of work in terms of restoration: the stained-glass windows, the building envelope (facades and roofs) other than the windows, and the structural work at the north and south gable walls. All other work discussed in the April 24 package is related to changes in use of the building and/or significant alterations.
- The immediate safety-related costs are estimated at $1,700,000 (including the contingency, general conditions, and insurance mark-ups) assuming that stained glass stabilization is necessary at this time. As described below, it is likely that number can be reduced.
    - My estimated cost for immediate glass work is $320,000, less than 20 percent of the LSGC estimate.
    - My estimated cost for immediate building envelope work is $310,000, less than 40 percent of the LBG estimate for immediate facade work.
    - My estimated cost for structural work, $860,000, is less than half of the LBG estimate.
- The complete scope of work for the masonry in the LBG estimate is excessive. It includes full replacement of veneer stones that have any degree of damage. My estimate for facade and roof work to be performed after the initial stabilization is $5,000,000, less than one-third of the LBG estimate.

General Notes

1. I have generally accepted unit prices as given in the estimates without change.
2. Except as noted, I have accepted quantities as given in the estimates. The reasons for my changes are given below or in the attachments for the affected items.
3. Except as noted, I have accepted the proposed scope as given in the estimates. The reasons for my changes are given below or in the attachments for the af-

fected items. There may be further cost savings possible by looking at different solutions, particularly with the structural work.

4. There are some self-contradictions in the documents reviewed. For example, in the FacadeMD responses to questions in the April 24 documents, it is stated that "However, it is our opinion that the use of cast stone at the Church would not result in appreciable savings and would not have the appearance of or perform as well as real stone." while the envelope cost estimate in Attachment C specifies the use of cast stone.
5. I have not included escalation over time.
6. It makes sense to use full-precision calculations while working out an estimate, in order to avoid compound-rounding errors. That said, the results are no more accurate than the least accurate inputs, which in this case are the estimated quantities. The final results should be considered as having no more than two digits of accuracy, so that 2.54 and 2.46 are the equivalent of 2.5.

Stained Glass

7. The conditions report by Liberty Stained Glass Conservation (LSGC) contained within the April 24 documents lists relatively few hazardous conditions. (Also note that the glass is not part of the current Department of Buildings violations.) Rather than a full restoration, the existing conditions could be made safe by selective removal of damaged windows and the use of temporary enclosures of window openings. Where the frames are in acceptable condition ("The exterior wood frames show various stages of degradation. Chipped paint has left wood exposed to the elements for extended periods of time. Overall, the wood is salvageable. In a few instances, the exterior wood rot is significant, and the wood requires replacement.") they can be used to mount temporary exterior protection similar to the Lexan panels already in place on some windows. Where they are not, the entire window can be removed and temporarily closed off. In other words, there is no reason for stained-glass conservation at this time.
8. The LSGC budget has $770,149 for glass conservation that can be removed from the immediate scope. Taking "in a few instances" to mean 15 percent or less of the total, the $671,153 cost for frame restoration can be reduced to $100,673. It is not clear from the report what percentage of the existing Lexan safety panels are securely mounted and intact – it is definitely some and definitely not all. The estimate for new protective glazing is $209,469 for all windows. Using that number, which is a conservative over-estimate, the total line-item work for the windows is more than $300,000; and I have included adding half of the LSGC shop-drawing and submittal costs. The total for immediate glass work, for the stabilization, is $320,000 (less than 20 percent of the LSGC total); it is likely that this can be further reduced through a detailed survey of the Lexan and frames. This number is included in the total cost estimate in attachment G.

Structural Work

9. The costs in the LBG estimate in attachment B contain errors regarding the scope of work required:

    9.1. Given the defined scope for plaster demolition for girt installation, the square foot area in line item 02 20 00 is excessive.

    9.2. The $200,000 allowance for asbestos abatement (line item 02 40 10) is based on "anticipated material based on age of building." This building was constructed before the use of asbestos fireproofing (and does not have fire-proofed steel), and there is little or no pipe-wrap or VCT in the areas affected. Where is the asbestos expected?

    9.3. There are eight steel girts in the design (line item 05 10 00), for a total of roughly 250 feet of steel channel. The estimate has "labor to install girts," exclusive of plaster demolition, epoxy-bolt installation, and splicing the steel, as 640 person-hours, or 80 person-hours to erect a single piece of steel inside the building. This is grossly inflated. Similarly, two shifts of fire watch are listed as 320 hours. That implies the presence of (320/2 shifts/8 hours per shift=) 20 people on fire watch for each shift.

    9.4. Welding full-moment splice locations (line item 05 10 00) and fire watch: Were alternative connection types that don't required on site welding considered?

    9.5. The quantity and time given for installing for tie rods (line item 05 10 00) seems excessive. Were alternative methods for reinforcing considered?

    9.6. Why is fireproofing of steel (line item 07 20 00) included in a non-rated building with a wood-framed roof?

    9.7. There is access to and a floor in the attic, so what extent of access construction (line item 14 85 00) are the charges for?

    See attachment E for my cost spreadsheet changing the quantities to be more realistic, as well as explanations for the changes. My grand total for structural work, $860,000 including the mark-ups, is less than half of the LBG number.

    The structural total can likely be reduced further by redesign. The current design is based on the mistaken assumption that the movement of the north and south gable walls is caused by outward thrust from the trusses and hip rafters. Based on the geometry of the roof structure, it is unlikely that this is the cause of wall movement, since the trusses do not develop outward thrust and there are no rafter bearing in the area of significant movement. (Note that the June 9, 2023 letter by Michelle Dallhoff and Justin Spivey of WJE Engineers & Architects, P.C. came to the same conclusion.) A design based on the actual cause – a lack of proper ties between the roof framing and the masonry – could be much simpler and could have been performed at any time since the issue was first brought up.

Envelope Work

10. The cost estimate in attachment C specifically includes line items for stabilization work, in order to remove the immediate hazards. The stabilization is to be accomplished by removal ("dressing") of loose stone surfaces and adding netting over decorative trim stone, with the work performed from a boom truck and scaffolding. This work is not meant to be a permanent fix for the damage, but rather to make the building safe. The stone work, scaffold costs, and cleaning bird waste and bird-proofing open windows at the tower) have a line-item total of $140,000. The line-item cost for a smoke alarm system is listed in this phase, where it is not required. The design fee for this phase, $267,000, is not only the largest of any of the phases despite having the smallest amount of work, it is wildly out of scale for the work scope as listed. Adding a design fee more appropriate for the project ($50,000), the total is $190,000; adding the various mark-ups brings this to $310,000.
11. The scope of work for the masonry used as the basis for attachment C is excessive. It includes full replacement of veneer stones that have any degree of damage. The responses by FacadeMD in the April 24 documents rule out partial replacement of stone, the use of substitute materials, dutchman repairs, and patching, all of which are commonly-used techniques for brownstone repair. A large number of veneer-to-back-up pins are called for even though (a) the number suggested is double the code requirement and (b) there is no evidence of separation between the veneer and back-up. (Again, see the June 9, 2023 letter by Dallhoff and Spivey for a similar conclusion.)
12. See attachment F for my revised costs for the work other than immediate stabilization based on (a) getting the scaffold costs in line with known costs based on current OSE projects, (b) reducing the excessive stone replacement as discussed in item 12, (c) removing the full replacement of the slate roof and substituting repair and replacement with other materials. My grand total for facade and roof work, excluding the initial stabilization, is $3,100,000 before the mark-ups and $5,000,000 after, or less than one-third of the LBG estimate.

Scenarios For Repair

The projected cost depends on the goal of the repair work. A minimalist goal is simply to make the current conditions safe, to allow the removal of the bridge and curing of the DoB violations. That scope of work will solve the current problems, but new problems will develop over time. All facades deteriorate from weathering, which is why the DoB's facade-inspection program requires re-evaluation on a five-year cycle. A maximalist approach is immediately to repair every known current condition to full historic-restoration standards. While admirable in its result, this is not required by either DoB or LPC regulations. There are various compromise options in between those two extremes.

The LBG and LSGC cost estimates submitted in the April 24 documents (attachments A, B, C, and D) go beyond the maximalist scope. They include unneeded work (e.g., fireproofing the new structural steel), excessive intervention (e.g., full replacement of veneer stones with surface damage), and cosmetic work not necessarily needed (e.g., some of the glass restoration). The changes in my cost estimates (attachments E, F, and G) are a combination of eliminating the excessive work and some of the cosmetic work (particularly the new slate roof).

The LBG estimate for immediate stabilization (phase 1 in attachments C and F) is a reasonable approach to the masonry work required for the minimal work. The full minimal scope would include that masonry work, the structural stabilization, and any immediately hazardous glass issues. The cost for that full minimal scope is presented in attachment G as the "immediate work," as $1,000,000 for the itemized cost and $1,700,000 with the mark-ups. That work can be completed within a few months from regulatory approval, and would address the current safety concerns and the issues in the DoB violations. It is reasonable to expect that more repair work will be required within two to five years after that stabilization.

The immediate stabilization cost can likely be reduced by examining the existing Lexan protective outer glazing for retention (reducing the stained glass scope), and redesigning the structural wall stabilization based on an accurate model of the forces. Once the immediate work is done, the remaining stained glass work can be put off indefinitely and there are no other structural costs.

The "later work" in attachment G is my estimate using a middle-ground approach. I have reduced the masonry scope based on using partial replacements, patching, and other ordinary repair techniques; I have eliminated the slate roof replacement in favor of repair and/or use of substitute materials; I have eliminated excess costs in the structural work. It may be possible to reduce those costs further without reducing the efficacy of the repairs, through structural redesign, re-evaluation of the necessary scope of glass restoration (as opposed to window frame restoration), and performing the masonry work in a single phase rather than the six in the LBG estimate. This work should be performed starting, if possible, within two years and, if phased, extending no more than ten years.

It is difficult to quantify cost differential between a single phase and multiple phases. First, cost escalation (due to materials supply issues and general inflation) has varied widely over the past five years and is difficult to predict at this time. Second, the timing of multiple phases is not known. As described below, some work at the less-damaged areas can be put off up to ten years, but that doesn't mean that it will be. And finally, savings (from reducing the amount of scaffolding erected and dismantled, from reducing the overhead of starting and shutting down the site, and from eliminating some design and construction-phase oversight fees for multiple phases) are difficult to quantify without having a work plan. In general, the possible reductions from efficiency or increases

from escalation are less important than the issue of maintenance after the initial safety work has been performed.

If you have any questions or we can be of further assistance, please call.

Sincerely,



Donald Friedman, PE

Attachment A

Stained-Glass Cost Estimate by Liberty Stained Glass Conservation, November 2022, as presented, without changes or mark-ups.

West Façade	Budget
Stained Glass Conservation	$270,249
Wood Restoration	$184,698
Base Scope Subtotal	**$454,947**
ADD ALT Protective Glazing	$63,276
ADD ALT Replacement Pieces	$31,712
ADD ALT Subtotal	**$94,988**
Total	**$549,935**

North Façade	Budget
Stained Glass Conservation	$204,760
Wood Restoration	$195,021
Base Scope Subtotal	**$399,781**
ADD ALT Protective Glazing	$59,339
ADD ALT Replacement Pieces	$13,873
ADD ALT Subtotal	**$73,212**
Total	**$472,993**

South Façade	Budget
Stained Glass Conservation	$276,626
Wood Restoration	$262,178
Base Scope Subtotal	**$538,804**
ADD ALT Protective Glazing	$77,104
ADD ALT Replacement Pieces	$14,865
ADD ALT Subtotal	**$91,969**
Total	**$630,773**

East Façade	Budget
Stained Glass Conservation	$18,514
Wood Restoration	$29,256
Base Scope Subtotal	**$47,770**
ADD ALT Protective Glazing	$9,750
ADD ALT Replacement Pieces	$0
ADD ALT Subtotal	**$9,750**
Total	**$57,520**

Base Scope Item	Budget
Stained Glass Conservation	$770,149
Frame Restoration	$671,153
Shop Drawings	$18,500
Submittals	$4,200
Mock-ups	$23,457
5% Contingency	$74,373
Total	**$1,561,832**

ADD ALT Item	Budget
Protective Glazing & internal ventilation	$209,469
Replacement Pieces	$60,450
Custom ventilators (est. 35) (Estimated cost per vent, $1,875)	$64,625
	0
Total	**$334,544**

GRAND TOTAL $1,896,376

Attachment B

Structural Cost Estimate by Leeding Builders Group, September 6, 2022, as presented, without changes or mark-ups.

LBG

9/6/2022

Leeding Builders Group
33 East 33rd St
New York, NY 10016

West Park Presbyterian Church

Order of Magnitude Estimate for Façade Stabilizaiton
Based on "Structural Stability Analysis" from Severud Associates dated July 15, 2022

02 20 00 - Demolition						
	Selective Demo Plaster for Girt Installation	1020	sf	$	50.00	$ 51,000
	Demo at floors for Girt Installation	2	ea	$	5,000.00	$ 10,000
	Demo at Ceiling for Girt Installation	2	ea	$	5,000.00	$ 10,000
02 40 10 - Abatement						
	Allowance to contain and abate demo areas - Note insurance not included (by owner). - Note no surveys have been conducted, allowance is based anticpated material based on age of building	1	allow	$	200,000.00	$ 200,000
05 10 00 - Structural Steel						
	FURNISH ONLY					
	MC12x40 North Elev Vert Girts	1.8	tons	$	15,000.00	$ 27,000
	MC12x31 North Elev Horiz Girts	1.085	tons	$	15,000.00	$ 16,275
	MC12x40 South Elev Vert Girts	2	tons	$	15,000.00	$ 30,000
	MC12x31 South Elev Horiz Girts	1.085	tons	$	15,000.00	$ 16,275
	HSS 8x8x1/2 Tie Rod Girts 48.85 plf	1.954	tons	$	18,000.00	$ 35,172
	1" Tie Rod and Couplers	0.75	tons	$	17,500.00	$ 13,125
	Fabricate Truss Clip Connections (L8x8x3/8 x12")	30	ea	$	500.00	$ 15,000
	Fabricate Rafter Clip Connection (16ga)	450	ea	$	50.00	$ 22,500
	INSTALL ONLY					
	Drilling / Epoxy Bolts @16" oc	150	ea	$	150.00	$ 22,500
	Labor to install Girts	640	hrs	$	200.00	$ 128,000
	Welding MC full connection splice locations	34	ea	$	2,500.00	$ 85,000
	Fire watch (2 overnight shifts)	320	hrs	$	280.00	$ 89,600
	Install tie rod allowance	1	ls	$	75,000.00	$ 75,000
	Install Truss Clips	60	hrs	$	200.00	$ 12,000
	Install Rafter Clips	300	hrs	$	200.00	$ 60,000
	Install 3/4" Tie rod at upper trusses	5	ea	$	2,500.00	$ 12,500
	Allowance to tighten existing truss rods (scope and procedure to be refined)	1	ls	$	25,000.00	$ 25,000
06 10 00	Carpentry Drywall					
	Restore Sanctuary Walls **** NOTE - MC Channels will most likely protrude beyond existing finishes. This is an allowance but exact detail is required to understand cost. This cost is not for a 'historically accurate restoration). **** NOTE No costs are included for restoration of any wood flooring, millwork or trim at sanctuary. **** NOTE - No costs are included for restoration of plaster at ceiling - this allowance is to patch the space with sheetrock only	1	allow	$	50,000.00	$ 50,000
07 20 00 - Fireproofing						
	Fireproof new girts and tie rods	1	allow	$	35,000.00	$ 35,000
09 90 00 - Painting						
	Painting *** Only at patches	1	allow	$	10,000.00	$ 10,000
14 85 00 - Scaffolding and Access						
	Scaffolding in Sancuary for Access	1	ls	$	35,000.00	$ 35,000
	Scaffolding in Attic for Access	1	ls	$	85,000.00	$ 85,000
				Trade Cost Totals		**$ 1,170,947**
	General Conditions	13%				$ 152,223
					Subtotal	$ 1,323,170
	Construction Contingency	10%				$ 132,317
	Design Contingency - for scope added during design development.	10%				$ 132,317
	-Note the above is not intended to cover cost of design (assumed by owner)				Subtotal	$ 1,587,804
	CCIP	9%				$ 142,902
					Subtotal	$ 1,730,707
	Addition Ins (Offsite, Auto, Pollution	2.50%				$ 43,268
					Subtotal	$ 1,773,974
	Construction Services Fee	4%				$ 70,959
					Subtotal	$ 1,844,933
	SDI Program	1.75%				$ 32,286
					Total	**$ 1,877,219**

Attachment C

Masonry Cost Estimate by Leeding Builders Group, March 30, 2023, as presented, without changes or mark-ups.

LBG

3/30/2023

Leeding Builders Group - Updated Sciami Estimate from 2011
West Park Presbyterian Church
86th Street, New York, NY

Exterior Restoration

BUDGET SUMMARY

Item	Spec. Outlined items are Indicated by FacadeMD	Description	Jan 2023 Category	1 PHASE 1 Stabilization	2 PHASE 2 South Tower Roof & Walls	3 PHASE 3 North Tower Roof, Walls & West Façade	4 PHASE 4 Sanctuary Roof & Dormers	5 PHASE 5 Community Bldg Roof, Tower & Chimney, South Façade	6 PHASE 6 North Façade	SQUARE FOOTAGE TOTAL	15,000 $ /GSF	SQUARE FOOTAGE TOTAL 3/2/23 Updated Pricing (2022 Dollars)	Delta
A	00000	MASONRY STABILIZATION	*Nova*	119,725	-	-	-	-	-	119,725	8	$ 145,410.00	(25,685)
B	015400	SIDEWALK BRIDGE /SCAFFOLDING /HOISTING	*Nova*	-	140,300	24,500	232,550	213,770	18,000	631,720	42	$ 822,332.50	(190,613)
C	033051	CONCRETE SIDEWALK	LBG	-	-	-	-	-	-	-	-	$ -	-
D	042000	MASONRY RESTORATION	*Nova*	13,000	4,064,525	1,520,680	175,000	2,177,125	118,070	8,068,400	538	$ 9,888,274.00	(1,819,874)
E	05500	MISC STEEL	LBG	-	-	20,000	-	-	-	20,000		$ 30,000.00	(10,000)
F	061000	ROUGH CARPENTRY	LBG	-	15,000	15,000	30,000	15,000	-	75,000	5	$ 115,000.00	(40,000)
G	075556	ROOFING & WATERPROOFING	*Nova*	-	57,012	55,000	458,015	291,476	25,000	886,503	59	$ 1,279,000.00	(392,497)
H	079200	SEALANTS & CAULKING	LBG						In Trades				-
I	08600	SKYLIGHT	LBG	-	-	-	45,000	-	-	45,000	3	$ 70,000.00	(25,000)
J	08800	WINDOW & DOOR RESTORATION	Liberty Stained Glass	-	101,358	183,786	7,542	284,718	156,068	733,472	49	EXCLUDED	
K	260000	ELECTRICAL	LBG	250,000	35,000	-	-	-	-	285,000	19	$ 470,000.00	(185,000)
L	000000	PROFFESIONAL FEES	LBG	267,000	54,635	59,500	31,700	120,375	37,100	570,310	38	$ 878,277.40	(307,967)
			SUBTOTAL I	**649,725**	**4,467,830**	**1,878,466**	**979,807**	**3,102,464**	**354,238**	**11,435,130**	762	**$ 13,698,293.90**	(2,263,164)
		GENERAL CONDITIONS @	8%	51,978	357,426	150,277	78,385	248,197	28,339	914,602		$ 1,095,863.51	(181,261)
			SUBTOTAL II	**701,703**	**4,825,256**	**2,028,743**	**1,058,192**	**3,350,661**	**382,577**	**12,347,132**	823	**$ 14,794,157.41**	(2,447,025)
		CONSTRUCTION MANAGEMENT FEES @	3%	21,051	144,758	60,862	31,746	100,520	11,477	370,414		$ 443,824.72	(73,411)
			SUBTOTAL III	**722,754**	**4,970,014**	**2,089,606**	**1,089,937**	**3,451,181**	**394,054**	**12,717,546**	848	**$ 15,237,982.13**	(2,520,436)
		INSURANCE @	2%	14,455	99,400	41,792	21,799	69,024	7,881	254,351		$ 304,759.64	(50,409)
			SUBTOTAL IV	**737,209**	**5,069,414**	**2,131,398**	**1,111,736**	**3,520,205**	**401,935**	**12,971,897**	865	**$ 15,542,741.78**	(2,570,844)
		ESTIMATING CONTINGENCY @	10%	73,721	506,941	213,140	111,174	352,020	40,194	1,297,190		$ 1,554,274.18	(257,084)
			SUBTOTAL V	**810,930**	**5,690,559**	**2,478,847**	**1,242,754**	**3,885,648**	**442,129**	**14,550,867**	970	**$ 17,097,015.95**	(2,546,149)
		CCIP 9%	9%									$ 1,538,731.44	
			TOTAL	**810,930**	**5,690,559**	**2,478,847**	**1,242,754**	**3,885,648**	**442,129**	**14,550,867**		**$ 18,635,747.39**	

Alternate 1: Deduct Slate Roof and Replace with Synthetic Slate Roof	(120,000)	NA
Alternate 2: Deduct Slate Roof and Replace with Asphalt Shingle	(495,000)	NA
Alternate 3: Deduct Slate Roof and Replace with Standing Seam Aluminium	(165,000)	NA
Note: Standing seam copper roof same price as slate		
Alternate 4: Provide carved Stone in lieu of Cast Stone -Add	1,618,797	NA

Revised Trade Costs.
Note: 'Below the line' markups are included in overall estimate summary sheet.

West Park Presbyterian Church

Exterior Restoration

BUDGET SUMMARY

Spec.	Description	QUANITITY Phase 1	QUANITITY Phase 2	QUANITITY Phase 3	QUANITITY Phase 4	QUANITITY Phase 5	QUANITITY Phase 6	Total QUANITITY	Unit	UNIT PRICE	TOTAL Phase 1	TOTAL Phase 2	TOTAL Phase 3	TOTAL Phase 4	TOTAL Phase 5	TOTAL Phase 6	TOTAL	NOVA Unit Price	Nova Total	Nova Price Difference
05530	**MASONRY STABILIZATION**																			
1	Dressing back spalling stone	1,630						1,630	SF	$ 25.00	$ 40,750.00						$ 40,750.00	$ 28.00	$ 45,640.00	$ 4,890.00
2	Netting of decorative stone	1,159						1,159	SF	$ 25.00	$ 28,975.00						$ 28,975.00	$ 30.00	$ 34,770.00	$ 5,795.00
3	Allowance for Boom Truck and Scaffolding	1						1	ALLOW	$ 50,000.00	$ 50,000.00						$ 50,000.00	$ 65,000.00	$ 65,000.00	$ 15,000.00
										Total:	**$ 119,725.00**						**$ 119,725.00**		**$ 145,410.00**	**$ 25,685.00**
015400	**SIDEWALK BRIDGE /SCAFFOLDING /HOISTING**																			
1	Sidewalk bridge around perimeter of building including 8 months rent				185	143		328	LF	$ 310.00	$ -	$ -	$ -	$ 57,350.00	$ 44,330.00	$ -	$ 101,680.00	$ 350.00	$ 114,800.00	$ 13,120.00
2	Plywood Wall around Exterior of Building				195	163		358	LF	$ 180.00	$ -	$ -	$ -	$ 35,100.00	$ 29,340.00	$ -	$ 64,440.00	$ 240.00	$ 85,920.00	$ 21,480.00
3	Adjacent building protection		1	1	1	1		4	ALLOW	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ -	$ 20,000.00	$ 7,000.00	$ 28,000.00	$ 8,000.00
5	Waterproof Bridge. Install Gutters and Leaders		1	1	1	1		4	LS	$ 12,000.00	$ -	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ -	$ 48,000.00	$ 15,600.00	$ 62,400.00	$ 14,400.00
6	Scaffold Building including 8 months rent		14,475		14,125	14,125		42,725	SF	$ 8.00	$ -	$ 115,800.00	$ -	$ 113,000.00	$ 113,000.00	$ -	$ 341,800.00	$ 10.50	$ 448,612.50	$ 106,812.50
7	Scaffold Steeple on 4 Sides								LS	Included		Included	Included	Included	Included					
8	Planks included on Every 3 Frames								LS	Included		Included	Included	Included	Included					
9	Includes 2 Stair Towers								LS	Included		Included	Included	Included	Included					
10	F & I Netting Enclosure around Perimeter of Scaffold								LS	Included		Included	Included	Included	Included					
11	F& I Monoflex Enclosure at Perimeter of Scaffold on North and East Sides								LS	Included		Included	Included	Included	Included					
12	F& I 6 Trolley Beams for Installation of "Leo Hoist" by Restoration Subcontractor								LS	Included		Included	Included	Included	Included					
13	F & I Outriggers at each Level								LS	Included		Included	Included	Included	Included					
15	F& I Garbage Chutes from Scaffold	1			1	1		3	EA	$ 2,600.00	$ -	$ -	$ -	$ 2,600.00	$ 2,600.00	$ -	$ 7,800.00	$ 3,200.00	$ 9,600.00	$ 1,800.00
17	Modifications to Scaffold and Bridge		1	1	1	1		4	ALLOW	$ 7,500.00	$ -	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ -	$ 30,000.00	$ 8,500.00	$ 34,000.00	$ 4,000.00
18	Hanging Scaffold for North Façade Repointing						6	6	Drops	$ 3,000.00	$ -	$ -	$ -	$ -	$ -	$ 18,000.00	$ 18,000.00	$ 6,500.00	$ 39,000.00	$ 21,000.00
										Total:	**$ 140,300.00**	**$ 24,500.00**	**$ 232,550.00**	**$ 213,770.00**	**$ 18,000.00**	**$ 631,720.00**		**$ 822,332.50**	**$ 190,612.50**
033051	**CONCRETE SIDEWALK**																			
1	Concrete Sidewalk							-	SF	$ 12.00						$ -	$ -	$ 20.00	$ -	
2	Steel Faced Curb							-	LF	$ 50.00						$ -	$ -	$ 75.00	$ -	
3	3" Asphalt Pavement Replacement							-	SF	$ 5.00						$ -	$ -	$ 10.00	$ -	
										Total:						**$ -**	**$ -**		**$ -**	
042000	**MASONRY RESTORATION**																			
1	Red Sandstone Replacement with Cast Stone to Church																			
a	Trim Over Archways		66	35		20		120	LF	$ 2,000.00	$ -	$ 132,000.00	$ 70,000.00	$ -	$ 40,000.00	$ -	$ 242,000.00	$ 2,500.00	$ 300,000.00	$ 58,000.00
b	End of Archway Trim Decorative Medallion			2		2		4	EA	$ 3,000.00	$ -	$ -	$ 6,000.00	$ -	$ 6,000.00	$ -	$ 12,000.00	$ 3,600.00	$ 14,400.00	$ 2,400.00
c	Rchway Stones		32	1				33	EA	$ 6,000.00	$ -	$ 192,000.00	$ 6,000.00	$ -	$ -	$ -	$ 198,000.00	$ 7,200.00	$ 237,600.00	$ 39,600.00
d	Gable Trim		5	21		8		34	LF	$ 2,500.00	$ -	$ 12,500.00	$ 52,500.00	$ -	$ 20,000.00	$ -	$ 85,000.00	$ 3,100.00	$ 105,400.00	$ 20,400.00
e	Gable Vermiculated Stone		15			9		24	EA	$ 2,500.00	$ -	$ 37,500.00	$ -	$ -	$ 22,500.00	$ -	$ 60,000.00	$ 3,100.00	$ 74,400.00	$ 14,400.00
f	Gable Decorative End Medallion			1		1		2	EA	$ 4,000.00	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00	$ -	$ 8,000.00	$ 4,800.00	$ 9,600.00	$ 1,600.00
g	Façade Trim		42	45		13		99	LF	$ 2,000.00	$ -	$ 84,000.00	$ 90,000.00	$ -	$ 26,000.00	$ -	$ 200,000.00	$ 2,500.00	$ 247,500.00	$ 47,500.00
h	Trim Over Belt Course		56			6		62	LF	$ 2,000.00	$ -	$ 112,000.00	$ -	$ -	$ 12,000.00	$ -	$ 124,000.00	$ 2,500.00	$ 155,000.00	$ 31,000.00
i	Decorative Beltcourse		30					30	LF	$ 5,000.00	$ -	$ 150,000.00	$ -	$ -	$ -	$ -	$ 150,000.00	$ 5,800.00	$ 174,000.00	$ 24,000.00
i.a	Decorative Turned Corners at Steeple		10					10	EA	$ 12,500.00	$ -	$ 125,000.00	$ -	$ -	$ -	$ -	$ 125,000.00	$ 14,000.00	$ 140,000.00	$ 15,000.00
j	Trim Under Beltcourse /Banner		45	18				63	LF	$ 2,000.00	$ -	$ 90,000.00	$ 36,000.00	$ -	$ -	$ -	$ 126,000.00	$ 2,500.00	$ 157,500.00	$ 31,500.00
k	Trim over Cornice		24	9				33	LF	$ 2,000.00	$ -	$ 48,000.00	$ 18,000.00	$ -	$ -	$ -	$ 66,000.00	$ 2,500.00	$ 82,500.00	$ 16,500.00
l	Decorative Cornice		54	3				57	LF	$ 3,500.00	$ -	$ 189,000.00	$ 10,500.00	$ -	$ -	$ -	$ 199,500.00	$ 4,200.00	$ 239,400.00	$ 39,900.00
m	Trim Under Cornice		8					8	LF	$ 3,500.00	$ -	$ 28,000.00	$ -	$ -	$ -	$ -	$ 28,000.00	$ 4,200.00	$ 33,600.00	$ 5,600.00
n.a	Rough Hewn Course		58	16				73	LF	$ 3,500.00	$ -	$ 203,000.00	$ 56,000.00	$ -	$ -	$ -	$ 259,000.00	$ 4,200.00	$ 306,600.00	$ 47,600.00
n	Window Sill Trim		14	24				38	LF	$ 2,000.00	$ -	$ 28,000.00	$ 48,000.00	$ -	$ -	$ -	$ 76,000.00	$ 2,500.00	$ 95,000.00	$ 19,000.00
o	Window Trim Vertical		27	8				35	LF	$ 2,500.00	$ -	$ 67,500.00	$ 20,000.00	$ -	$ -	$ -	$ 87,500.00	$ 3,100.00	$ 108,500.00	$ 21,000.00
p	Vermiculated Stone at Windows		79	3				83	EA	$ 3,500.00	$ -	$ 276,500.00	$ 10,500.00	$ -	$ -	$ -	$ 287,000.00	$ 4,200.00	$ 348,600.00	$ 61,600.00
q	Window Lintels		6	5				11	LF	$ 4,000.00	$ -	$ 24,000.00	$ 20,000.00	$ -	$ -	$ -	$ 44,000.00	$ 4,800.00	$ 52,800.00	$ 8,800.00
r	Entablature		45					45	SF	$ 1,500.00	$ -	$ 67,500.00	$ -	$ -	$ -	$ -	$ 67,500.00	$ 1,800.00	$ 81,000.00	$ 13,500.00
s	Frieze								SF	$ 5,000.00								$ 6,200.00	$ -	$ -
t	Door Lintel								LF	$ 2,000.00								$ 2,500.00	$ -	$ -
u	Door Trim Vertical								LF	$ 4,000.00								$ 4,800.00	$ -	$ -
v	Column Capital		7	6				13	EA	$ 6,000.00	$ -	$ 42,000.00	$ 36,000.00	$ -	$ -	$ -	$ 78,000.00	$ 7,200.00	$ 93,600.00	$ 15,600.00
w	Column Segment		6					6	LF	$ 5,000.00	$ -	$ 30,000.00	$ -	$ -	$ -	$ -	$ 30,000.00	$ 6,200.00	$ 37,200.00	$ 7,200.00
x	Column Pedastal		7	3				10	EA	$ 4,000.00	$ -	$ 28,000.00	$ 12,000.00	$ -	$ -	$ -	$ 40,000.00	$ 4,800.00	$ 48,000.00	$ 8,000.00
y	Banner over Entry		1			1		2	LS	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	$ 25,000.00	$ -	$ 50,000.00	$ 30,600.00	$ 61,200.00	$ 11,200.00
2	Red Sandstone Replacement with Cast Stone to House																			
a	Trim Over Archway's					39		39	LF	$ 2,000.00	$ -	$ -	$ -	$ -	$ 78,000.00	$ -	$ 78,000.00	$ 2,500.00	$ 97,500.00	$ 19,500.00
b	End of Archway Trim Decorative Medallion					1		1	EA	$ 3,000.00	$ -	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00	$ 3,600.00	$ 3,600.00	$ 600.00
c	Archway Stone					11		11	EA	$ 6,000.00	$ -	$ -	$ -	$ -	$ 66,000.00	$ -	$ 66,000.00	$ 7,200.00	$ 79,200.00	$ 13,200.00
d	Gable Trim					10		10	LF	$ 2,500.00	$ -	$ -	$ -	$ -	$ 25,000.00	$ -	$ 25,000.00	$ 3,100.00	$ 31,000.00	$ 6,000.00
e	Gable Vermiculated Stone					8		8	EA	$ 2,500.00	$ -	$ -	$ -	$ -	$ 20,000.00	$ -	$ 20,000.00	$ 3,100.00	$ 24,800.00	$ 4,800.00
f	Gable Decorative End Medallion					1		1	EA	$ 4,000.00	$ -	$ -	$ -	$ -	$ 4,000.00	$ -	$ 4,000.00	$ 4,800.00	$ 4,800.00	$ 800.00
g	Façade Trim					32		32	LF	$ 2,000.00	$ -	$ -	$ -	$ -	$ 64,000.00	$ -	$ 64,000.00	$ 2,500.00	$ 80,000.00	$ 16,000.00
h	Trim Over Belt Course					20		20	LF	$ 2,000.00	$ -	$ -	$ -	$ -	$ 40,000.00	$ -	$ 40,000.00	$ 2,500.00	$ 50,000.00	$ 10,000.00
i	Decorative Beltcourse					10		10	LF	$ 5,000.00	$ -	$ -	$ -	$ -	$ 50,000.00	$ -	$ 50,000.00	$ 5,800.00	$ 58,000.00	$ 8,000.00
i.a	Decorative Turned Corners at Steeple								EA	$ 12,500.00								$ 15,200.00	$ -	$ -
j	Trim Under Beltcourse /Banner					20		20	LF	$ 2,000.00	$ -	$ -	$ -	$ -	$ 40,000.00	$ -	$ 40,000.00	$ 2,500.00	$ 50,000.00	$ 10,000.00
k	Trim over Cornice					10		10	LF	$ 2,000.00	$ -	$ -	$ -	$ -	$ 20,000.00	$ -	$ 20,000.00	$ 2,500.00	$ 25,000.00	$ 5,000.00
l	Decorative Cornice					19		19	LF	$ 3,500.00	$ -	$ -	$ -	$ -	$ 66,500.00	$ -	$ 66,500.00	$ 4,200.00	$ 79,800.00	$ 13,300.00
m	Trim Under Cornice					3		3	LF	$ 2,500.00	$ -	$ -	$ -	$ -	$ 7,500.00	$ -	$ 7,500.00	$ 2,900.00	$ 8,700.00	$ 1,200.00
n.a	Rough Hewn Course					23		23	LF	$ 3,500.00	$ -	$ -	$ -	$ -	$ 80,500.00	$ -	$ 80,500.00	$ 4,200.00	$ 96,600.00	$ 16,100.00
n	Window Sill Trim					12		12	LF	$ 2,000.00	$ -	$ -	$ -	$ -	$ 24,000.00	$ -	$ 24,000.00	$ 2,500.00	$ 30,000.00	$ 6,000.00
o	Window Trim Vertical					12		12	LF	$ 2,500.00	$ -	$ -	$ -	$ -	$ 30,000.00	$ -	$ 30,000.00	$ 2,900.00	$ 34,800.00	$ 4,800.00
p	Vermiculated Stone at Windows					28		28	EA	$ 3,500.00	$ -	$ -	$ -	$ -	$ 98,000.00	$ -	$ 98,000.00	$ 4,200.00	$ 117,600.00	$ 19,600.00
q	Window Lintels					3		3	LF	$ 4,000.00	$ -	$ -	$ -	$ -	$ 12,000.00	$ -	$ 12,000.00	$ 4,800.00	$ 14,400.00	$ 2,400.00
r	Entablature					15		15	SF	$ 1,500.00	$ -	$ -	$ -	$ -	$ 22,500.00	$ -	$ 22,500.00	$ 1,800.00	$ 27,000.00	$ 4,500.00
s	Frieze								SF	$ 5,000.00								$ 6,200.00	$ -	$ -
t	Door Lintel								LF	$ 2,000.00								$ 2,500.00	$ -	$ -
u	Door Trim Vertical								LF	$ 4,000.00								$ 4,800.00	$ -	$ -
v	Column Capital					4		4	EA	$ 6,000.00	$ -	$ -	$ -	$ -	$ 24,000.00	$ -	$ 24,000.00	$ 7,200.00	$ 28,800.00	$ 4,800.00
w	Column Segiment					2		2	LF	$ 5,000.00	$ -	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00	$ 6,200.00	$ 12,400.00	$ 2,400.00
x	Column Pedestial					3		3	EA	$ 4,000.00	$ -	$ -	$ -	$ -	$ 12,000.00	$ -	$ 12,000.00	$ 4,800.00	$ 14,400.00	$ 2,400.00
3	Red Sandstone Dutchman Repairs to Church																			
a	Dutchman Repair to Stone if less than 50% Damaged		400	187		46		633	SF	$ 2,000.00	$ -	$ 800,000.00	$ 374,000.00	$ -	$ 92,000.00	$ -	$ 1,266,000.00	$ 2,200.00	$ 1,392,600.00	$ 126,600.00
4	Red Sandstone Dutchman Repairs to House																			
a	Dutchman Repairs to Stone if less than 50% Damaged					134		134	SF	$ 2,000.00	$ -	$ -	$ -	$ -	$ 268,000.00	$ -	$ 268,000.00	$ 2,200.00	$ 294,800.00	$ 26,800.00
5	Red Sandstone Resetting at Church																			
a	Trim over Archways		2					2	LF	$ 1,500.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ -	$ 3,000.00	$ 800.00	$ 1,600.00	$ (1,400.00)
c	Archways Stones			17		4		21	EA	$ 5,000.00	$ -	$ -	$ 85,000.00	$ -	$ 20,000.00	$ -	$ 105,000.00	$ 3,000.00	$ 63,000.00	$ (42,000.00)
g	Façade Trim		7	17		20		44	LF	$ 1,500.00	$ -	$ 10,500.00	$ 25,500.00	$ -	$ 30,000.00	$ -	$ 66,000.00	$ 800.00	$ 35,200.00	$ (30,800.00)
h	Trim Over Belt Course		3					3	LF	$ 1,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ -	$ 4,500.00	$ 800.00	$ 2,400.00	$ (2,100.00)
p	Vermiculated Stone at Windows		66					66	EA	$ 3,000.00	$ -	$ 198,000.00	$ -	$ -	$ -	$ -	$ 198,000.00	$ 2,500.00	$ 165,000.00	$ (33,000.00)

| | | |

Attachment D

Total Cost Estimate by Leeding Builders Group, April 10, 2023, as presented, without changes or mark-ups.

LBG

Preliminary Hard Cost - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	CCIP	SDI	A Remain Church - Façade Restoration - No Code Improvements	B Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements	C Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements	D Residential Use
02 40 00 - Demo	Y	Y	$0	$1,450,000	$1,450,000	$3,861,360
02 40 10 - Abatement	Y	Y	$0	$390,000	$390,000	$790,000
03 30 00 - Cast In Place Concrete	Y	Y	$0	$252,000	$397,920	$2,513,190
04 20 00 - Masonry	Y	Y	$0	$781,469	$781,469	$660,903
04 30 10 - Façade Restoration Scope w/ New Scope	Y	Y	$13,865,544	$13,865,544	$13,865,544	$13,865,544
04 30 20 - Window Restoration	Y	Y	$1,896,376	$0	$0	$0
04 30 30 - New Egress	Y	Y	$0	$127,500	$127,500	$127,500
05 10 00 - Structural Steel	Y	Y	$0	$1,230,000	$1,412,400	$525,000
05 20 00 - Misc Metal	Y	Y	$0	$343,163	$343,163	$217,663
05 20 10 - Wall Stabilization Per Severud Analysis dated July 22, 2022	Y	Y	$1,170,947	$1,170,947	$1,170,947	$1,170,947
06 05 00 - Structural Repair (Wood Framing / Trusses)	Y	Y	$0	$175,000	$175,000	$175,000
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	Y	Y	$0	$3,010,305	$3,101,505	$100,000
06 40 00 - Architectural Millwork	Y	Y	$0	$350,000	$350,000	$0
07 20 00 - Fireproofing	Y	Y	$0	$100,000	$100,000	$0
07 40 00 - Roofing / Waterproofing	Y	Y	$0	$0	$0	$1,500,000
08 10 00 - Doors, Frames & Hardware (furnish only)	Y	Y	$0	$330,000	$330,000	$8,000
08 50 00 - New Windows, Louvers, Replacement Windows	Y	Y	$0	$350,000	$350,000	$445,000
08 80 00 - Interior Glazing & Shower Doors	Y	Y	$0	$0	$0	$0
09 30 00 - Ceramic and Stone	Y	Y	$0	$48,000	$48,000	$0
09 60 00 - Wood Flooring & Carpet	Y	Y	$0	$75,000	$75,000	$0
09 90 00 - Painting	Y	Y	$0	$0	$0	$0
10 14 00 - Signage	Y	Y	$0	$25,000	$25,000	$25,000
10 80 00 - Specialties	Y	Y	$0	$25,000	$25,000	$25,000
50 00 00 Interior Fit out Allowances	Y	Y	$0	$2,468,700	$2,833,500	$6,029,650
14 20 00 - Elevators	Y	Y	$0	$200,000	$200,000	$500,000
14 85 00 - Scaffolding and Protection	Y	Y	$0	$661,750	$661,750	$0
21 00 00 - Fire Protection System	Y	Y	$0	$572,504	$651,136	$720,170
22 00 00 - Plumbing	Y	Y	$0	$435,000	$489,720	$320,000
23 00 00 - HVAC Piping & Ductwork	Y	Y	$0	$1,290,000	$1,370,256	$1,290,000
26 00 00 - Electrical & Low Voltage	Y	Y	$0	$859,537	$1,023,697	$952,913
26 50 00 - Lighting Fixtures	Y	Y	$0	$74,064	$85,008	$207,102
31 00 00 - Excavation / Foundation	Y	Y	$0	$377,000	$377,000	$1,068,000
32 30 00 - Site work	Y	Y	$0	$135,000	$135,000	$135,000
32 40 00 - Landscaping	Y	Y	$0	$0	$0	$0
01 35 04 - Site Security (Allowance)	Y	Y	$0	$330,000	$330,000	$330,000
01 35 28 - Site Safety (Excluded)	Y	Y	$0	$0	$0	$0
FFE - EXCLUDED			$0	$0	$0	$0
Trade Subtotals			**$16,932,867**	**$31,502,483**	**$32,675,515**	**$37,562,942**
General Conditions Costs 13%			$2,201,273	$4,095,323	$4,247,817	$4,883,182
Subtotal			**$19,134,140**	**$35,597,806**	**$36,923,332**	**$42,446,124**
Design Contingency 10%			$1,693,287	$3,150,248	$3,267,551	$3,756,294
Construction Contingency 10%			$1,693,287	$3,150,248	$3,267,551	$3,756,294
Subtotal			**$22,520,713**	**$41,898,302**	**$43,458,435**	**$49,958,713**
CCIP 9.00%			$2,026,864	$3,770,847	$3,911,259	$4,496,284
Subtotal			**$24,547,577**	**$45,669,149**	**$47,369,694**	**$54,454,997**
Insurance (Professional/Auto/Offsite/ Pollution) 2.50%			$563,018	$1,047,458	$1,086,461	$1,248,968
Subtotal			**$25,110,595**	**$46,716,607**	**$48,456,155**	**$55,703,965**
Construction Services Fee 4.00%			$900,829	$1,675,932	$1,738,337	$1,998,349
Subtotal			**$26,011,423**	**$48,392,539**	**$50,194,492**	**$57,702,313**
SDI 1.75%			$394,112	$733,220	$760,523	$874,277
Total			**$26,405,536**	**$49,125,759**	**$50,955,015**	**$58,576,591**

LBG

Preliminary Budget Detail
WPPC 165 86th St
4/10/23

	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
02 40 00 - Demo												
1	Decommission and demo / remove existing elevator	1.00	lsum	$75,000.00	/	lsum	$75,000	WIR	$ -	$ 75,000	$ 75,000	$ 75,000
2	Demo slabs to enlarge elevator shaft (slabs and walls)	4.00	ea	$15,000.00	/	ea	$60,000	WI	$ -	$ 60,000	$ 60,000	$ -
3	Selective demo for MEP access and installation of all new work...	1.00	allow	$250,000.00	/	allow	$250,000	WI	$ -	$ 250,000	$ 250,000	$ -
4	Demo and remove existing boilers	1.00	lsum	$25,000.00	/	lsum	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
5	Demo (E) Stairs Enlarge Slab openings for new egress stairs (4 levels, 2 shafts)	8.00	ea	$20,000.00	/	ea	$160,000	WI	$ -	$ 160,000	$ 160,000	$ -
6	Demo and dispose of existing boilers	2.00	ea	$15,000.00	/	ea	$30,000	WI	$ -	$ 30,000	$ 30,000	$ -
7	Misc probe allowance for MEP, structure, etc	1.00	allow	$75,000.00	/	allow	$75,000	WI	$ -	$ 75,000	$ 75,000	$ -
8	Demo INTERIOR FINISHES to expose brick and structural truss deficiencies. (Severud 11/16/21 P3 #3, 4)	1.00	allow	$750,000.00	/	allow	$750,000	WI	$ -	$ 750,000	$ 750,000	$ -
9	Partial Demo Existing Stairs for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$25,000.00	/	allow	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
10												
11												
12	Demolish all interior slabs from Cellar to Attic	34517.00	sf	$80.00	/	sf	$2,761,360	R	$ -	$ -	$ -	$ 2,761,360
13	Stabilize Façade to allow for Demo and new slabs	1.00	allow	$1,000,000.00	/	allow	$1,000,000	R	$ -	$ -	$ -	$ 1,000,000
14			allow		/	allow	$0		$ -	$ -	$ -	$ -
	02 40 00 - Demo						**$5,211,360**		$ -	$ 1,450,000	$ 1,450,000	$ 3,861,360
02 40 10 - Abatement												
1	Abatement Allowance (Interior only)	1.00	lsum	$350,000.00	/	lsum	$350,000	WI	$ -	$ 350,000	$ 350,000	$ -
2	Abate existing abandoned boilers	2.00	ea	$20,000.00	/	ea	$40,000	WIR	$ -	$ 40,000	$ 40,000	$ 40,000
3	Abatement for Residential from3/23/22 Estimate	1.00	allow	$750,000.00	/	allow	$750,000	R	$ -	$ -	$ -	$ 750,000
	02 40 10 - Abatement						**$1,140,000**		$ -	$ 390,000	$ 390,000	$ 790,000
03 30 00 - Cast In Place Concrete												
1	Concrete infill at slabs at enlarged elevator opening	4.00	ea	$10,000.00	/	ea	$40,000	WIR	$ -	$ 40,000	$ 40,000	$ 40,000
2	Patch Concrete at new egress stair opening	8.00	lsum	$10,000.00	/	lsum	$80,000	WI	$ -	$ 80,000	$ 80,000	$ -
3	Misc MEP opening patching allowance	1.00	lsum	$50,000.00	/	lsum	$50,000	WI	$ -	$ 50,000	$ 50,000	$ -
4	MEP Pads	1.00	allow	$10,000.00	/	allow	$10,000	WIR	$ -	$ 10,000	$ 10,000	$ 10,000
5	New Landings, misc infill (per CCI Report 11/11/21 pg 15)	1.00	allow	$25,000.00	/	allow	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
6	Pour Ramps for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$25,000.00	/	allow	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
7	Concrete Ramps for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$17,000.00	/	allow	$17,000	WIR	$ -	$ 17,000	$ 17,000	$ 17,000
8	Concrete Ramps for ADA Sanctuary Access (per CCI 11/11/21 pg 5)	1.00	allow	$5,000.00	/	allow	$5,000	WIR	$ -	$ 5,000	$ 5,000	$ 5,000
9	New Slab per "Preliminary Area Chart" FX 3/8/22	34517.00	gsf	$70.00		gsf	$2,416,190	R	$ -	$ -	$ -	$ 2,416,190
10	Infill Slab on Metal Deck per2/17/22 Infill FX	3648.00	sf	$40.00		sf	$145,920	I	$ -	$ -	$ 145,920	$ -
	03 30 00 - Cast In Place Concrete						**$180,000**		$ -	$ 252,000	$ 397,920	$ 2,513,190

LBG

Preliminary Budget Detail
WPPC 165 86th St
4/10/23

	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
	04 20 00 - Masonry											
1	Misc patching allowance for MEP access holes	1.00	allow	$125,000.00	/	allow	$125,000	WI	$ -	$ 125,000	$ 125,000	$ -
2												
	Structural masonry repair (per Severud 11/16/21 p2, 3 #3, 4)	1.00	allow	$500,000.00	/	allow	$500,000	WI	$ -	$ 500,000	$ 500,000	$ -
3	Misc patching allowance for MEP access holes	1.00	allow	$50,000.00	/	allow	$50,000	R	$ -	$ -	$ -	$ 50,000
4												
	Structural masonry repair (per Severud 11/16/21 p2, 3 #3, 4)	1.00	allow	$150,000.00	/	allow	$150,000	R	$ -	$ -	$ -	$ 150,000
5	New Masonry at Rear Façade Block	5422.39	sf	$20.00	/	sf	$108,448	R	$ -	$ -	$ -	$ 108,448
6	New Masonry at Rear façade - Brick, insulation, WP, etc	5422.39	sf	$65.00	/	sf	$352,455	R	$ -	$ -	$ -	$ 352,455
7												
8	**From 7/7/22 FX Accessible Layout**											
9	**12"CMU**											
10	Cellar	135	sf	$25.00	/	sf	$3,375	WI	$ -	$ 3,375	$ 3,375	$ -
11	1st Floor	108	sf	$25.00	/	sf	$2,700	WI	$ -	$ 2,700	$ 2,700	$ -
12	2nd Floor	288	sf	$25.00	/	sf	$7,200	WI	$ -	$ 7,200	$ 7,200	$ -
13	3rd Floor	94.5	sf	$25.00	/	sf	$2,363	WI	$ -	$ 2,363	$ 2,363	$ -
14	4th Floor	234	sf	$25.00	/	sf	$5,850	WI	$ -	$ 5,850	$ 5,850	$ -
15	**8" CMU**											
16	Cellar	1522.5	sf	$22.00	/	sf	$33,495	WI	$ -	$ 33,495	$ 33,495	$ -
17	1st Floor	1524	sf	$22.00	/	sf	$33,528	WI	$ -	$ 33,528	$ 33,528	$ -
18	2nd Floor	592	sf	$22.00	/	sf	$13,024	WI	$ -	$ 13,024	$ 13,024	$ -
19	3rd Floor	651	sf	$22.00	/	sf	$14,322	WI	$ -	$ 14,322	$ 14,322	$ -
20	4th Floor	1846	sf	$22.00	/	sf	$40,612	WI	$ -	$ 40,612	$ 40,612	$ -
	04 20 00 - Masonry						**$1,442,372**		$ -	$ 781,469	$ 781,469	$ 660,903

Preliminary Budget Detail
WPPC 165 86th St
4/10/23

	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
04 30 10 - Façade Restoration Scope w/ New Scope												
1	Revised Scope see estimate dated March 30, 2023	1.00	lsum	$13,698,294	/	lsum	$13,698,294	CWIR	$ 13,698,294	$ 13,698,294	$ 13,698,294	$ 13,698,294
2	TRADE COSTS ONLY - MARKUPS BELOW											
3	**Adjustments for Work Complete and Additional Work (FMD 3/23/23)**				/	0	$0	CWIR	$ -	$ -	$ -	$ -
4	Meeting Roof Replaced since 2011 Report	-500.00	sf	$95.00	/	sf	($47,500)	CWIR	$ (47,500)	$ (47,500)	$ (47,500)	$ (47,500)
5	Slate Tile Replacement	125.00	ea	$130.00	/	ea	$16,250	CWIR	$ 16,250	$ 16,250	$ 16,250	$ 16,250
6	Replace Brick Parapet – 25 LF (in items 18.Allowance for Brick Repair?)	25.00	lf	$1,300.00	/	lf	$32,500	CWIR	$ 32,500	$ 32,500	$ 32,500	$ 32,500
7	Copper Leader Pipes- 30 LF	30.00	lf	$200.00	/	lf	$6,000	CWIR	$ 6,000	$ 6,000	$ 6,000	$ 6,000
8	Install Wall Ties – 3,700 EA	3700.00	ea	$25.00	/	ea	$92,500	CWIR	$ 92,500	$ 92,500	$ 92,500	$ 92,500
9	Replace Skylights – 2 at 50 SF (at Meeting Building)	2.00	ea	$33,750.00	/	ea	$67,500	CWIR	$ 67,500	$ 67,500	$ 67,500	$ 67,500
	04 30 10 - Façade Restoration Scope w/ New Scope						**$13,865,544**		$ 13,865,544	$ 13,865,544	$ 13,865,544	$ 13,865,544
04 30 20 - Window Restoration												
1	Liberty Stained Glass Proposal Dated ___/__/__ Less Contingency	1.00	lsum	$1,896,376.00	/	lsum	$1,896,376	C	$ 1,896,376	$ -	$ -	$ -
	04 30 20 - Window Restoration						**$1,896,376**		$ 1,896,376	$ -	$ -	$ -
04 30 30 - New Egress												
1	Demo at Façade for new Egress Door (GFP 7/7/22 FX)	1.00	allow	$2,500.00	/	allow	$2,500	WIR	$ -	$ 2,500	$ 2,500	$ 2,500
2	Furnish and Install new egress door	1	allow	$25,000.00	/	allow	$25,000.00	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
3	Masonry Repairs (patching, infill) to LPC Standards - EXCLUDED	1.00	lsum	$100,000.00	/	lsum	$100,000	WIR	$ -	$ 100,000	$ 100,000	$ 100,000
	04 30 30 - New Egress						**$127,500**		$ -	$ 127,500	$ 127,500	$ 127,500
05 10 00 - Structural Steel												
1	New framing for elevator shaft (columns and beams)	4.00	ea	$65,000.00	/	ea	$260,000	WI	$ -	$ 260,000	$ 260,000	$ -
2	Rail supports for elevator	4.00	ea	$5,000.00	/	ea	$20,000	WI	$ -	$ 20,000	$ 20,000	$ -
3	Structural framing / reinforcements for new AC units.	1.00	lsum	$25,000.00	/	lsum	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
4	Framing for new egress stairs	8.00	lsum	$75,000.00	/	lsum	$600,000	WI	$ -	$ 600,000	$ 600,000	$ -
5	Allowance for repair.	1.00	lsum	$75,000.00	/	lsum	$75,000	WIR	$ -	$ 75,000	$ 75,000	$ 75,000
6	Structural repair of façade walls and truss supports (per Severud 11/16/21 pg 3 # 3,4,5)	1.00	allow	$250,000.00	/	allow	$250,000	WIR	$ -	$ 250,000	$ 250,000	$ 250,000
7	Modification of Roof Framing at New Setbacks	1.00	allow	$200,000.00	/	allow	$200,000	R	$ -	$ -	$ -	$ 200,000
8	Infill Slab on Metal Deck per2/17/22 Infill FX	3648.00	sf	$50.00		sf	$182,400	I	$ -	$ -	$ 182,400	$ -
	05 10 00 - Structural Steel						**$1,612,400**		$ -	$ 1,230,000	$ 1,412,400	$ 525,000
05 20 00 - Misc Metal												
1	New Egress Stairs (2 Runs - 5 floors each from cellar to 4th floor)	8.00	lsum	$15,000.00	/	lsum	$120,000	WI	$ -	$ 120,000	$ 120,000	$ -

Preliminary Budget Detail
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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
2	Dunnage for new AC VRF units	1.00	lsum	$25,000.00	/ lsum		$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
3	Misc handrail allowance - code only (per CCI report 11/11/21 page 11)	1.00	allow	$50,000.00	/ allow		$50,000	WIR	$ -	$ 50,000	$ 50,000	$ 50,000
4	Balcony handrail allowance - code only (per CCI report 11/11/21 page 11)	1.00	allow	$25,000.00	/ allow		$25,000.00	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
5	Install Railings for ADA Entrances (per CCI 11/11/21 pg 3)	1.00	allow	$15,000.00	/ allow		$15,000.00	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
6	Decorative railings for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$25,000.00	/ allow		$25,000.00	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
7	Decorative railings for ADA Sanctuary Access (per CCI 11/11/21 pg 5)	1.00	allow	$5,500.00	/ allow		$5,500.00	WI	$ -	$ 5,500	$ 5,500	$ -
8												
9	Allowance for Residential Conversion	34517.00	gsf	$2.25	/ gsf		$77,663.25	WIR	$ -	$ 77,663	$ 77,663	$ 77,663
	05 20 00 - Misc Metal						**$343,163**		$ -	$ 343,163	$ 343,163	$ 217,663

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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
05 20 10 - Wall Stabilization Per Severud Analysis dated July 22, 2022												
1	Reference LBG Estimate Dated 9/6/22	1.00	lsum	$1,170,947	/	lsum	$1,170,947.00	CWIR	$ 1,170,947	$ 1,170,947	$ 1,170,947	$ 1,170,947
2		1.00	lsum		/	lsum	$0.00	CWI	$ -	$ -	$ -	$ -
	05 20 10 - Wall Stabilization Per Severud Analysis dated July 22, 2022						**$1,170,947**		$ 1,170,947	$ 1,170,947	$ 1,170,947	$ 1,170,947
06 05 00 - Structural Repair (Wood Framing / Trusses)												
1												
	Allowances for joists and trusses (per Severud 11/16/21 pg 3 #5)	1.00	allow	$150,000.00	/	lsum	$150,000	WIR	$ -	$ 150,000	$ 150,000	$ 150,000
2	Repair of storage Room Floor (per Severud 11/16/21 #6)	1.00	lsum	$25,000.00	/	lsum	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
3		1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
4		1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
	06 05 00 - Structural Repair (Wood Framing / Trusses)						**$175,000**		$ -	$ 175,000	$ 175,000	$ 175,000
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim												
1	New elevator shaft walls	1500	sf	$18.00	/	sf	$27,000.00	WI	$ -	$ 27,000	$ 27,000	$ -
2	Patching for MEP trades / probes etc	1	allow	$100,000.00	/	allow	$100,000.00	WI	$ -	$ 100,000	$ 100,000	$ -
3												
	New Shaft wall for stairs (per CCI report 11/11/21 page 7)	6720	lsum	$18.00	/	lsum	$120,960.00	WI	$ -	$ 120,960	$ 120,960	$ -
4	New doors (Install) (per CCI report 11/11/21 page 7)	20	lsum	$500.00	/	lsum	$10,000.00	WI	$ -	$ 10,000	$ 10,000	$ -
5	New bathroom walls	0	sf	$11.00	/	sf	$0.00	WI	$ -	$ -	$ -	$ -
6												
	New cellar framing for new EMR closet, new services and egress	2650	sf	$12.00	/	sf	$31,800.00	WI	$ -	$ 31,800	$ 31,800	$ -
7	Patching of Damage to Existing Plaster	1	lsum	$350,000.00	/	lsum	$350,000.00	WI	$ -	$ 350,000	$ 350,000	$ -
8	Temp Protection Allowance	1	lsum	$75,000.00	/	lsum	$75,000.00	WI	$ -	$ 75,000	$ 75,000	$ -
9	New Rated Ceilings at Chapel building	12000	sf	$9.00	/	sf	$108,000.00	WI	$ -	$ 108,000	$ 108,000	$ -
10	Removal and reinstallation of pews in Sanctuary	1	lsum	$50,000.00	/	lsum	$50,000.00	WI	$ -	$ 50,000	$ 50,000	$ -
11	New egress from stairs - route TBD Allowance only (per CCI report 11/11/21 page 7)	1	allow	$150,000.00	/	allow	$150,000.00	WI	$ -	$ 150,000	$ 150,000	$ -
12	New Spray / blown-in insulation to meet Energy Code	56000	sf	$15.00	/	sf	$840,000.00	WI	$ -	$ 840,000	$ 840,000	$ -
13	Restoration of black iron, framing, ceiling and interior finishes for structural repairs (Severud 11/16/21 various)	1	allow	$750,000.00	/	allow	$750,000.00	WI	$ -	$ 750,000	$ 750,000	$ -
14	OSHA Protection	1	allow	$100,000.00	/	allow	$100,000.00	WIR	$ -	$ 100,000	$ 100,000	$ 100,000
15												

Preliminary Budget Detail
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	Description	Quantity	Cost	Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
16	**From 7/7/22 FX Accessible Layout**								
17									
18	Furnish and Install new egress door	1 allow	$25,000.00 / allow	$25,000.00	WI	$ -	$ 25,000	$ 25,000	$ -
19	**Perimeter Furring w/ Insulation**								
20	1st Floor	744 sf	$22.00 / sf	$16,368.00	WI	$ -	$ 16,368	$ 16,368	$ -
21	2nd Floor	1520 sf	$22.00 / sf	$33,440.00	WI	$ -	$ 33,440	$ 33,440	$ -
22	3rd Floor	1008 sf	$22.00 / sf	$22,176.00	WI	$ -	$ 22,176	$ 22,176	$ -
23	4th Floor	2470 sf	$22.00 / sf	$54,340.00	WI	$ -	$ 54,340	$ 54,340	$ -
24	**Demising**								
25	1st Floor	1668 sf	$11.50 / sf	$19,182.00	WI	$ -	$ 19,182	$ 19,182	$ -
26	2nd Floor	2470 sf	$11.50 / sf	$28,405.00	WI	$ -	$ 28,405	$ 28,405	$ -
27	3rd Floor	2470 sf	$11.50 / sf	$28,405.00	WI	$ -	$ 28,405	$ 28,405	$ -
28	4th Floor	2470 sf	$11.50 / sf	$28,405.00	WI	$ -	$ 28,405	$ 28,405	$ -
29	**Furring**								
30	Cellar	210 sf	$9.50 / sf	$1,995.00	WI	$ -	$ 1,995	$ 1,995	$ -
31	1st Floor	624 sf	$9.50 / sf	$5,928.00	WI	$ -	$ 5,928	$ 5,928	$ -
32	2nd Floor	784 sf	$9.50 / sf	$7,448.00	WI	$ -	$ 7,448	$ 7,448	$ -
33	3rd Floor	325.5 sf	$9.50 / sf	$3,092.25	WI	$ -	$ 3,092	$ 3,092	$ -
34	4th Floor	1170 sf	$9.50 / sf	$11,115.00	WI	$ -	$ 11,115	$ 11,115	$ -
35	**Interior**								
36	Cellar	75 sf	$8.00 / sf	$600.00	WI	$ -	$ 600	$ 600	$ -
37	2nd Floor	120 sf	$8.00 / sf	$960.00	WI	$ -	$ 960	$ 960	$ -
38	4th Floor	312 sf	$8.00 / sf	$2,496.00	WI	$ -	$ 2,496	$ 2,496	$ -
39	**Demising Chase**								
40	Cellar	112.5 sf	$12.00 / sf	$1,350.00	WI	$ -	$ 1,350	$ 1,350	$ -
41	2nd Floor	180 sf	$12.00 / sf	$2,160.00	WI	$ -	$ 2,160	$ 2,160	$ -
42	4th Floor	390 sf	$12.00 / sf	$4,680.00	WI	$ -	$ 4,680	$ 4,680	$ -
43									
44	Commercial / Community infill area allowance	3648.00 sf	$25.00 sf	$91,200	I	$ -	$ -	$ 91,200	$ -
	06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim			**$3,101,505**		$ -	$ 3,010,305	$ 3,101,505	$ 100,000
	06 40 00 - Architectural Millwork								
1	Repair of existing millwork / architectural elements	1.00 lsum	$350,000.00 / lsum	$350,000	WI	$ -	$ 350,000	$ 350,000	$ -
	06 40 00 - Architectural Millwork			**$350,000**		$ -	$ 350,000	$ 350,000	$ -
	07 20 00 - Fireproofing								
1	Spray FP at new framing	1.00 lsum	$65,000.00 / lsum	$65,000	WI	$ -	$ 65,000	$ 65,000	$ -
2	Spray FP patching allowance	1.00 allow	$35,000.00 / lsum	$35,000	WI	$ -	$ 35,000	$ 35,000	$ -
	07 20 00 - Fireproofing			**$100,000**		$ -	$ 100,000	$ 100,000	$ -
	07 40 00 - Roofing / Waterproofing								
1	Excluded	1.00 lsum	/ lsum	$0	WI	$ -	$ -	$ -	$ -
2	New roof allowance for residential modification	1.00 lsum	$1,500,000.00 / lsum	$1,500,000	R WI	$ -	$ -	$ -	$ 1,500,000

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Description	Quantity	Cost	Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements	Residential Use
					C	W	I	R
07 40 00 - Roofing / Waterproofing			**$1,500,000**		$ -	$ -	$ -	$ 1,500,000

LBG

Preliminary Budget Detail
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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
08 10 00 - Doors, Frames & Hardware (furnish only)												
1	New Stair Doors	8.00	ea	$1,800.00	/	ea	$14,400	WI	$ -	$ 14,400	$ 14,400	$ -
2	New EMR Door	1.00	ea	$1,800.00	/	ea	$1,800	WI	$ -	$ 1,800	$ 1,800	$ -
3	New Bathroom Doors	6.00	ea	$1,800.00	/	ea	$10,800	WI	$ -	$ 10,800	$ 10,800	$ -
4	Misc Repairs for existing doors	1.00	allow	$50,000.00	/	allow	$50,000	WI	$ -	$ 50,000	$ 50,000	$ -
5	Modify / Repair Existing Wood Doors for ADA Entrances (per CCI	1.00	allow	$120,000.00	/	allow	$120,000	WI	$ -	$ 120,000	$ 120,000	$ -
6	Modify openings for ADA Entry Doors (per CCI 11/11/21 pg 6)	1.00	allow	$50,000.00	/	allow	$50,000	WI	$ -	$ 50,000	$ 50,000	$ -
7	New Doors all locations for ADA Entry Doors (per CCI 11/11/21	1.00	allow	$75,000.00	/	allow	$75,000	WI	$ -	$ 75,000	$ 75,000	$ -
8	Modify Thresholds for ADA Entry Doors (per CCI 11/11/21 pg 6)	1.00	allow	$8,000.00	/	allow	$8,000	WIR	$ -	$ 8,000	$ 8,000	$ 8,000
	08 10 00 - Doors, Frames & Hardware (furnish only)						**$330,000**		$ -	$ 330,000	$ 330,000	$ 8,000
08 50 00 - New Windows, Louvers, Replacement Windows												
1	Existing Window Restoration - Inc With Façade Restoration	0.00	allow	$0.00	/	allow	$0	WI	$ -	$ -	$ -	$ -
2	Additional lite for energy code (Assumed)	1.00	allow	$350,000.00	/	allow	$350,000	WI	$ -	$ 350,000	$ 350,000	$ -
3	New Windows per drawing	600.00	sf	$250.00	/	sf	$150,000	R	$ -	$ -	$ -	$ 150,000
4	Legal Window Modifications (Allowance)	1200.00	sf	$100.00	/	sf	$120,000	R	$ -	$ -	$ -	$ 120,000
5	Assumed rear yard windows	500.00	sf	$150.00	/	sf	$75,000	R	$ -	$ -	$ -	$ 75,000
6	Louver allowance	1.00	allow	$100,000.00	/	allow	$100,000	R	$ -	$ -	$ -	$ 100,000
	08 50 00 - New Windows, Louvers, Replacement Windows						**$795,000**		$ -	$ 350,000	$ 350,000	$ 445,000
08 80 00 - Interior Glazing & Shower Doors												
1	Excluded	1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
	08 80 00 - Interior Glazing & Shower Doors						**$0**		$ -	$ -	$ -	$ -
09 30 00 - Ceramic and Stone												
1	New Bathroom Tile Floors and Walls	6	ea	$8,000	/	ea	$48,000	WI	$ -	$ 48,000	$ 48,000	$ -
	09 30 00 - Ceramic and Stone						**$48,000**		$ -	$ 48,000	$ 48,000	$ -
09 60 00 - Wood Flooring & Carpet												
1	Remove and replace carpet IN FITOUT ALLOWANCE	0.00	sf	$9.00	/	sf	$0	WI	$ -	$ -	$ -	$ -
2	VCT in Chapel offices	0.00	sf	$5.00	/	sf	$0	WI	$ -	$ -	$ -	$ -
3	Wood Floor Repair / Restoration Allowance IN FITOUT ALLOWANCE	0.00	allow	$125,000.00	/	allow	$0	WI	$ -	$ -	$ -	$ -
4	Flooring allowance for ADA GF Access (per CCI 11/11/21 pg 4)	1.00	allow	$50,000.00	/	allow	$50,000	WI	$ -	$ 50,000	$ 50,000	$ -
5	Flooring allowance for ADA Sanctuary Access (per CCI 11/11/21 pg 5)	1.00	allow	$25,000.00	/	allow	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
	09 60 00 - Wood Flooring & Carpet						**$75,000**		$ -	$ 75,000	$ 75,000	$ -

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Description	Quantity	Cost	Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements	Residential Use
					C	W	I	R

LBG

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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
09 90 00 - Painting												
1	Paint Interior IN FITOUT ALLOWANCE	0.00	lsum	$250,000.00	/	lsum	$0	WIR	$ -	$ -	$ -	$ -
				09 90 00 - Painting			**$0**		$ -	$ -	$ -	$ -
10 14 00 - Signage												
1	Allowance for Code Signage	1.00	allow	$25,000.00	/	allow	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
				10 14 00 - Signage			**$25,000**		$ -	$ 25,000	$ 25,000	$ 25,000
10 80 00 - Specialties												
1	Fire Extinguisher Cabinets	1.00	allow	$25,000.00	/	allow	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
				10 80 00 - Specialties			**$25,000**		$ -	$ 25,000	$ 25,000	$ 25,000
50 00 00 Interior Fit out Allowances												
1	Residential Fit Out Allowance covers finishes not above	16377.00	lsum	$250.00	/	lsum	$4,094,250	R	$ -	$ -	$ -	$ 4,094,250
2	Residential Lobby Fit Out Allowance covers finishes not above	1138.00	lsum	$300.00	/	lsum	$341,400	R	$ -	$ -	$ -	$ 341,400
3	Residential Amenity Fit Out Allowance covers finishes not above	7970.00	lsum	$200.00	/	lsum	$1,594,000	R	$ -	$ -	$ -	$ 1,594,000
4	Office White Box Fit out Allowance (All Areas - Less Partitions)	24687.00	sf	$100.00	/	sf	$2,468,700	WI	$ -	$ 2,468,700	$ 2,468,700	$ -
4	Office White Box Infill Fit Out Allowances- Second Floor (additive to above from 2/17/22 FX Infill)	2157.00	sf	$100.00	/	sf	$215,700	I	$ -	$ -	$ 215,700	$ -
5	Office White Box Infill Fit Out Allowances - Third Floor (additive to above)	1491.00	sf	$100.00	/	sf	$149,100	I	$ -	$ -	$ 149,100	$ -
				50 00 00 Interior Fit out Allowances			**$8,863,150**		$ -	$ 2,468,700	$ 2,833,500	$ 6,029,650
11 95 00 - Winter Heat, Summer Concrete, and Climate Control												
1	Excluded	1.00	allow		/	allow	$0	WI	$ -	$ -	$ -	$ -
				11 95 00 - Winter Heat, Summer Concrete, and Climate Control			**$0**		$ -	$ -	$ -	$ -
14 20 00 - Elevators												
1	New 4 stop elevator (stretcher car)	4.00	stops	$50,000.00	/	stops	$200,000	WIR	$ -	$ 200,000	$ 200,000	$ 200,000
2	New Additional Car for Residential	4.00	stops	$75,000.00	/	stops	$300,000	R	$ -	$ -	$ -	$ 300,000
3		1.00	lsum		/	lsum	$0		$ -	$ -	$ -	$ -
				14 20 00 - Elevators			**$500,000**		$ -	$ 200,000	$ 200,000	$ 500,000

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					C	W	I	R

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	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
14 85 00 - Scaffolding and Protection												
1												
	Install common scaffold for entire Nave / Sanctuary (40' high)	3360.00	sf	$50.00	/	sf	$168,000	WI	$ -	$ 168,000	$ 168,000	$ -
2												
	Install common scaffold for entire Nave / Sanctuary (25' high)	2850.00	sf	$35.00	/	sf	$99,750	WI	$ -	$ 99,750	$ 99,750	$ -
3	Stair Towers inc above	0.00	ea	$0.00	/	ea	$0	WI	$ -	$ -	$ -	$ -
4												
	Shoring for truss repairs to cellar (per Severud 11/16/21 Pg3 #4)	1.00	allow	$350,000.00	/	allow	$350,000	WI	$ -	$ 350,000	$ 350,000	$ -
5												
	Sidewalk Bridge - INCLUDED WITH FAÇADE RESTORATION	0.00	lf	$500.00		lf	$0	WI	$ -	$ -	$ -	$ -
5	Jersey Barriers / Logistics	200.00	lf	$155.00		lf	$31,000	WI	$ -	$ 31,000	$ 31,000	$ -
6	Site Fence	200.00	lf	$65.00		lf	$13,000	WI	$ -	$ 13,000	$ 13,000	$ -
	14 85 00 - Scaffolding and Protection						**$661,750**		$ -	$ 661,750	$ 661,750	$ -
21 00 00 - Fire Protection System												
1	New Fire Pumps	1.00	lsum	$125,000.00	/	lsum	$125,000	WIR	$ -	$ 125,000	$ 125,000	$ 125,000
2	CCI11/11/21 Report page 6, 18)	2.00	ea	$75,000.00	/	ea	$150,000	WIR	$ -	$ 150,000	$ 150,000	$ 150,000
3												
	Install of pipe and heads (per CCI11/11/21 Report page 6, 18)	24688.00	sf	$8.00	/	sf	$197,504	W	$ -	$ 197,504	$ -	$ -
4												
	Install of pipe and heads (per CCI11/11/21 Report page 6, 18)	34517.00	sf	$8.00	/	sf	$276,136	IR	$ -	$ -	$ 276,136	$ 276,136
5	Additional heads required for residential	34517.00	sf	$2.00	/	sf	$69,034	R	$ -	$ -	$ -	$ 69,034
6	New standpipe in new egress stairs (per CCI11/11/21 Report page 6, 18)	2.00	lsum	$50,000.00	/	lsum	$100,000	WIR	$ -	$ 100,000	$ 100,000	$ 100,000
								WI	$ -	$ -	$ -	$ -
								I				
	21 00 00 - Fire Protection System						**$917,674**		$ -	$ 572,504	$ 651,136	$ 720,170
22 00 00 - Plumbing												
1	New sump pump for elevator	1.00	lsum	$15,000.00	/	lsum	$15,000	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
2	New water service for Fire Protection	1.00	lsum	$35,000.00	/	lsum	$35,000	WIR	$ -	$ 35,000	$ 35,000	$ 35,000
3	New boiler Office	1.00	lsum	$25,000.00	/	lsum	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
	New Boiler Residential	1.00	lsum	$25,001.00	/	lsum	$35,000	R	$ -	$ -	$ -	$ 35,000
4	New domestic HW heater	1.00	lsum	$15,000.00	/	lsum	$15,000	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
5	New heat piping	1.00	lsum	$200,000.00	/	lsum	$200,000	WIR	$ -	$ 200,000	$ 200,000	$ 200,000
6	New domestic lines to new bathrooms	1.00	lsum	$35,000.00	/	lsum	$35,000	WI	$ -	$ 35,000	$ 35,000	$ -
7	New bathrooms (assume 6 total) (rough and fixtures, accessories)	6.00	lsum	$15,000.00	/	lsum	$90,000	WI	$ -	$ 90,000	$ 90,000	$ -
8	Disconnect and reconnect existing systems	1.00	lsum	$20,000.00	/	lsum	$20,000	WIR	$ -	$ 20,000	$ 20,000	$ 20,000
9	MEP Increase for infill area allowance	3648.00	sf	$15.00		sf	$54,720	I	$ -	$ -	$ 54,720	$ -
	22 00 00 - Plumbing						**$524,720**		$ -	$ 435,000	$ 489,720	$ 320,000

LBG

Preliminary Budget Detail
WPPC 165 86th St
4/10/23

	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
23 00 00 - HVAC Piping & Ductwork												
1	Ventilation for elevator shaft	1.00	lsum	$25,000.00	/	lsum	$25,000	WIR	$ -	$ 25,000	$ 25,000	$ 25,000
2	AC for EMR closet	1.00	lsum	$15,000.00	/	lsum	$15,000	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
3	Assumed new VRF cooling system (air cooled)	1.00	lsum	$400,000.00	/	lsum	$400,000	WIR	$ -	$ 400,000	$ 400,000	$ 400,000
4	Install new interior ductless units and condensate lines	1.00	lsum	$200,000.00	/	lsum	$200,000	WIR	$ -	$ 200,000	$ 200,000	$ 200,000
5	New make up air system	1.00	lsum	$250,000.00	/	lsum	$250,000	WIR	$ -	$ 250,000	$ 250,000	$ 250,000
6	New smoke purge system(per CCI Report 11/11/21 page 6)	1.00	lsum	$350,000.00	/	lsum	$350,000	WIR	$ -	$ 350,000	$ 350,000	$ 350,000
7	New TX riser	1.00	lsum	$50,000.00	/	lsum	$50,000	WIR	$ -	$ 50,000	$ 50,000	$ 50,000
8	MEP Increase for infill area allowance	3648.00	sf	$22.00		sf	$80,256	I	$ -	$ -	$ 80,256	$ -
	23 00 00 - HVAC Piping & Ductwork						**$1,370,256**		$ -	$ 1,290,000	$ 1,370,256	$ 1,290,000
26 00 00 - Electrical & Low Voltage												
1	Elevator power (from switchgear to disconnect	1.00	lsum	$45,000.00	/	lsum	$45,000	WIR	$ -	$ 45,000	$ 45,000	$ 45,000
	Fire Alarm (per CCI Report 11/11/21 page 6)							WI	$ -	$ -	$ -	$ -
2	Install conduit and wire for new FA	24688.00	lsum	$6.00	/	lsum	$148,128	WI	$ -	$ 148,128	$ 148,128	$ -
	Install conduit and wire for new FA	34517.00	lsum	$6.00	/	lsum	$207,102	R	$ -	$ -	$ -	$ 207,102
3	New devices	1.00	lsum	$150,000.00	/	lsum	$150,000	WIR	$ -	$ 150,000	$ 150,000	$ 150,000
4	New FA command center	1.00	lsum	$65,000.00	/	lsum	$65,000	WIR	$ -	$ 65,000	$ 65,000	$ 65,000
5	Power to new AC VRF units	1.00	lsum	$45,000.00	/	lsum	$45,000	WIR	$ -	$ 45,000	$ 45,000	$ 45,000
6	Upgrade switchgear / service size	1.00	allow	$250,000.00	/	allow	$250,000	WIR	$ -	$ 250,000	$ 250,000	$ 250,000
7	Upgrade Stage Lighting	0.00	allow	$50,000.00	/	allow	$0	WI	$ -	$ -	$ -	$ -
8	Upgrade Stage Audio	0.00	allow	$25,000.00	/	allow	$0	WI	$ -	$ -	$ -	$ -
9	Temp Lighting / Power	24688.00	sf	$1.50	/	sf	$37,032	WI	$ -	$ 37,032	$ 37,032	$ -
	Temp Lighting / Power	34517.00	sf	$1.50	/	sf	$51,776	R	$ -	$ -	$ -	$ 51,776
10	Disconnect / existing equipment and reconnect	1.00	allow	$20,000.00	/	allow	$20,000	WIR	$ -	$ 20,000	$ 20,000	$ 20,000
11	Emergency Lighting (per CCI Report 11/11/21 page 7, 16)	24688.00	lsum	$2.00	/	lsum	$49,376	WI	$ -	$ 49,376	$ 49,376	$ -
	Emergency Lighting (per CCI Report 11/11/21 page 7, 16)	34517.00	lsum	$2.00	/	lsum	$69,034	R	$ -	$ -	$ -	$ 69,034
12	New Exit Signage (per CCI Report 11/11/21 page 7, 16)	1.00	allow	$20,000.00	/	allow	$20,000	WIR	$ -	$ 20,000	$ 20,000	$ 20,000
13	New Step lighting install only (per CCI Report 11/11/21 page 12)	1.00	allow	$15,000.00	/	allow	$15,000	WIR	$ -	$ 15,000	$ 15,000	$ 15,000
14	New CO monitors (per CCI Report 11/11/21 page 19	1.00	allow	$15,001.00	/	allow	$15,001	WIR	$ -	$ 15,001	$ 15,001	$ 15,001
15	MEP Increase for infill area allowance	3648.00	sf	$45.00		sf	$164,160	I	$ -	$ -	$ 164,160	$ -
									$ -	$ -	$ -	$ -
	26 00 00 - Electrical & Low Voltage						**$1,351,609**		$ -	$ 859,537	$ 1,023,697	$ 952,913
26 50 00 - Lighting Fixtures												
1	Allowance (excludes decorative fixtures)	24688.00	sf	$3.00	/	sf	$74,064	WI	$ -	$ 74,064	$ 74,064	$ -
2	Allowance for Infill	3648.00	sf	$3.00	/	sf	$10,944	I	$ -	$ -	$ 10,944	$ -
3	Allowance (excludes decorative fixtures)	34517.00	sf	$6.00	/	sf	$207,102	R	$ -	$ -	$ -	$ 207,102
	26 50 00 - Lighting Fixtures						**$292,110**		$ -	$ 74,064	$ 85,008	$ 207,102

Preliminary Budget Detail
WPPC 165 86th St
4/10/23

	Description	Quantity		Cost			Total	Applies to:	Remain Church - Façade Restoration - No Code Improvements C	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements W	Commercial / Community Facility 'White Box' with Infill- Façade Restoration, Code Improvements I	Residential Use R
31 00 00 - Excavation / Foundation												
1	Demo and excavate for new elevator pit (inc disposal)	1.00	lsum	$85,000.00	/	lsum	$85,000	WIR	$ -	$ 85,000	$ 85,000	$ 85,000
2	SOE / underpinning for new elevator	1.00	lsum	$75,000.00	/	lsum	$75,000	WIR	$ -	$ 75,000	$ 75,000	$ 75,000
3	Waterproofing for elevator pit	1.00	lsum	$8,000.00	/	lsum	$8,000	WIR	$ -	$ 8,000	$ 8,000	$ 8,000
4	Concrete for elevator pit	1.00	lsum	$50,000.00	/	lsum	$50,000	WIR	$ -	$ 50,000	$ 50,000	$ 50,000
5	Foundations for stair towers	2.00	ea	$50,000.00	/	ea	$100,000	WIR	$ -	$ 100,000	$ 100,000	$ 100,000
6	Infill of vault (per Severud 11/16/21 #7)	1.00	allow	$34,000.00	/	allow	$34,000	WI	$ -	$ 34,000	$ 34,000	$ -
7	Cellar Void Repair (per Severud 11/16/21 #8)	1.00	allow	$25,000.00	/	allow	$25,000	WI	$ -	$ 25,000	$ 25,000	$ -
8	Residential Core Footing	1.00	allow	$500,000.00	/	allow	$500,000	R	$ -	$ -	$ -	$ 500,000
9	Residential Wall Footing	1.00	allow	$250,000.00	/	allow	$250,000	R	$ -	$ -	$ -	$ 250,000
	31 00 00 - Excavation / Foundation						**$1,127,000**		$ -	$ 377,000	$ 377,000	$ 1,068,000
32 30 00 - Site work												
1	Demo Sidewalk and curb	2800.00	sf	$15.00		sf	$42,000	WIR	$ -	$ 42,000	$ 42,000	$ 42,000
2	New Steel Faced Curbs	200.00	lf	$65.00		lf	$13,000	WIR	$ -	$ 13,000	$ 13,000	$ 13,000
3	New Sidewalk	2800.00	sf	$25.00		sf	$70,000	WIR	$ -	$ 70,000	$ 70,000	$ 70,000
4	Street Repair	200.00	lf	$50.00		lf	$10,000	WIR	$ -	$ 10,000	$ 10,000	$ 10,000
	32 30 00 - Site work						**$135,000**		$ -	$ 135,000	$ 135,000	$ 135,000
32 40 00 - Landscaping												
1	Excluded	1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
	32 40 00 - Landscaping						**$0**		$ -	$ -	$ -	$ -
01 35 04 - Site Security (Allowance)												
1	Security - Working Hours	20.00	month	$3,900.00	/	month	$78,000	WIR	$ -	$ 78,000	$ 78,000	$ 78,000
2	Security - Non Working Hours	20.00	month	$12,600.00	/	month	$252,000	WIR	$ -	$ 252,000	$ 252,000	$ 252,000
	01 35 04 - Site Security (Allowance)						**$330,000**		$ -	$ 330,000	$ 330,000	$ 330,000
01 35 28 - Site Safety (Excluded)												
1	Site Safety - not required	1.00	lsum		/	lsum	$0	WI	$ -	$ -	$ -	$ -
	01 35 28 - Site Safety (Excluded)						**$0**		$ -	$ -	$ -	$ -

ATTACHMENT E

REVISED STRUCTURAL COST ESTIMATE BY OSE

Structural Costs based on LBG Estimate dated 9/6/22

					Note: items removed from LBG estimate (whether replaced by new item or not) are marked in ~~strikeout orange~~; items modified are in green, items added (as replacements) are in blue.	
Item #	**Item**	**Quantity**	**Units**	**Unit Cost**	**Total**	**Notes**
02 20 00	**Demo**					
	Plaster demo for girts	1020	SF	50	$51,000	
	Floor demo for girts	2	ea	5000	$10,000	
	Ceiling demo for girts	2	ea	5000	$10,000	
	Total 02 20 00				$71,000	
02 40 10	**Abatement**					
	Allowance made without survey	1	ea	200000	~~$200,000~~	No reason to believe that ordinary 19C plaster would contain ACM.
	Total 02 40 10				$0	
05 10 00	**Steel**					
	Furnish channel girts	5.97	tons	15000	$89,550	
	Furnish HSS girts	1.954	tons	18000	$35,172	
	Furnish tie rod and couplers	0.75	tons	17500	$13,125	
	Furnish truss L clips	30	ea	500	$15,000	
	Furnish rafter light-gage clips	~~450~~	~~ea~~	~~50~~	~~$0~~	The area in question is 64 feet long, and the rafters are at 16” o.c., There are four connection points between the rafters and trusses.
		192	ea	50	$9,600	
	Install epoxy bolts	150	ea	150	$22,500	
	Labor to install girts	~~640~~	~~hrs~~	~~200~~	~~$0~~	The hours were calculated as 4 laborers for 2 hours for each of the 8 channels. Note that this line item does not include the tie rods, splices, or epoxy-bolt installation.
		64	hrs	200	$12,800	
	Full-welded channel splices	~~34~~	~~ea~~	~~2500~~	~~$0~~	Each of the vertical first gets two splices, each of the horizontal first gets one.
		12	ea	2500	$30,000	
	Fire watch (2 overnight shifts)	~~320~~	~~hrs~~	~~280~~	~~$0~~	2 shots of 8 hours each, with four people on fire watch (two in attic, two in sanctuary).
		64	hrs	280	$17,920	
	Install tie rod allowance	~~1~~	~~ea~~	~~75000~~	~~$0~~	Use steelworker labor rates from girt installation. Four people times 16 hours
		64	hrs	200	$12,800	
	Install truss clips	60	hrs	200	$12,000	
	Install rafter clips	~~300~~	~~hrs~~	~~200~~	~~$0~~	One labor-hour per clip.
		192	hrs	200	$38,400	

					Note: items removed from LBG estimate (whether replaced by new item or not) are marked in ~~strikeout orange~~; items modified are in green, items added (as replacements) are in blue.	
Item #	**Item**	**Quantity**	**Units**	**Unit Cost**	**Total**	**Notes**
	Install upper tie rod	~~5~~	~~ea~~	~~2500~~	~~$0~~	Use steelworker labor rates from girt installation. Two people times 2 hours each
		20	hrs	200	$4,000	
	Allowance to tighten existing truss rods	1	ea	25000	~~$25,000~~	No rationale provided for this work.
	Total 05 10 00				$337,867	
06 10 00	**Carpenter Drywall**	1	ea	50000	$50,000	
07 20 00	**Fireproofing**	1	ea	35000	~~$35,000~~	Not required: this is an unrated building.
09 90 00	**Painting**	1	ea	10000	$10,000	
14 85 00	**Scaffold**					
	Sanctuary	1	ea	35000	$35,000	
	attic	1	ea	85000	$35,000	The attic is accessible. Some planking and scaffold will be required, but the allowance is excessive.
	total 14 85 00				$70,000	
	Total Trade Costs				$538,867	
	General conditions	13%			$70,053	
					$608,920	
	Construction contingency	10%			$60,892	
	Design contingency	10%			$60,892	
					$730,704	
	CCIP	9%			$65,763	
					$796,467	
	Other insurance	2.5%			$19,912	
					$816,379	
	Construction services fee	4%			$32,655	
					$849,034	
	SDI program	1.75%			$14,858	
	Grand Total for Structural Work				$863,892	

ATTACHMENT F

REVISED MASONRY COST ESTIMATE BY OSE

Envelope (Masonry and Roof) Costs based on LBG Estimate dated 3/30/23

		Note: items removed from LBG estimate (whether replaced by new item or not) are marked in ~~strikeout orange~~; items modified are in green, items added (as replacements) are in blue.	
Item #	**Item**	**Total**	**Notes**
	Line Item Costs		
15400	**DemoBridge/Scaffold/Netting**		
	Phase 1 Stabilization	$7,800	
	Phase 2 South Tower	$140,300	
	Phase 3 North Tower	$24,500	
	Phase 4 Sanctuary	$100,000	Scaffold costs for piping low-rise building too high, adjusted per current projects.
	Phase 5 Community House	$75,000	
	Phase 6 North facade	$18,000	
33051	**Concrete Sidewalk**	$0	
42000	**Masonry Stabilization**		
	Phase 1 Stabilization	$119,725	
	Phase 2 South Tower	$0	
	Phase 3 North Tower	$0	
	Phase 4 Sanctuary	$0	
	Phase 5 Community House	$0	
	Phase 6 North facade	$0	
42000	**Masonry Restoration**		Replacement scope reduced by 50%. Partials instead of full stones, another 50%
	Phase 1 Stabilization	$13,000	
	Phase 2 South Tower	$1,016,131	
	Phase 3 North Tower	$380,170	
	Phase 4 Sanctuary	$43,750	
	Phase 5 Community House	$544,281	
	Phase 6 North facade	$29,518	
55000	**Miscellaneous Steel**		
	Phase 1 Stabilization	$0	
	Phase 2 South Tower	$0	
	Phase 3 North Tower	~~$20,000~~	New Steel Rafters at North Tower. Not discussed in AE reports.
	Phase 4 Sanctuary	$0	
	Phase 5 Community House	$0	
	Phase 6 North facade	$0	
61000	**Rough Carpentry**		
	Phase 1 Stabilization	$0	
	Phase 2 South Tower	$15,000	
	Phase 3 North Tower	$15,000	
	Phase 4 Sanctuary	$30,000	
	Phase 5 Community House	$15,000	
	Phase 6 North facade	$0	

		Note: items removed from LBG estimate (whether replaced by new item or not) are marked in ~~strikeout orange~~; items modified are in green, items added (as replacements) are in blue.	
Item #	**Item**	**Total**	**Notes**
75556	**Roofing and Waterproofing**		
	Phase 1 Stabilization	$0	
	Phase 2 South Tower	$57,012	
	Phase 3 North Tower	$55,000	
	Phase 4 Sanctuary	$100,000	Slate repair and/or substitute materials instead of full slate replacement
	Phase 5 Community House	$75,000	Slate repair and/or substitute materials instead of full slate replacement
	Phase 6 North facade	$25,000	
79200	**Sealants and Caulking**		
	Phase 1 Stabilization	$0	
	Phase 2 South Tower	$0	
	Phase 3 North Tower	$0	
	Phase 4 Sanctuary	$0	
	Phase 5 Community House	$0	
	Phase 6 North facade	$0	
86000	**Skylight**		
	Phase 1 Stabilization	$0	
	Phase 2 South Tower	$0	
	Phase 3 North Tower	$0	
	Phase 4 Sanctuary	$45,000	
	Phase 5 Community House	$0	
	Phase 6 North facade	$0	
88000	**Windows and Doors**		Not included in the total, since addressed separately.
	Phase 1 Stabilization	$0	
	Phase 2 South Tower	$101,358	
	Phase 3 North Tower	$183,786	
	Phase 4 Sanctuary	$7,543	
	Phase 5 Community House	$284,718	
	Phase 6 North facade	$156,068	
26000	**Electrical**		
	Phase 1 Stabilization	~~$250,000~~	Remove smoke alarm system
	Phase 2 South Tower	$35,000	This is for bridge, scaffold, etc. OK.
	Phase 3 North Tower	$0	
	Phase 4 Sanctuary	$0	
	Phase 5 Community House	$0	
	Phase 6 North facade	$0	
0	**Professional Fees**		
	Phase 1 Stabilization	~~$267,000~~	No justification provided for a design fee higher than the work, higher than any other phase, all of which are more complex.
		$50,000	
	Phase 2 South Tower	$54,635	

		Note: items removed from LBG estimate (whether replaced by new item or not) are marked in ~~strikeout orange~~; items modified are in green, items added (as replacements) are in blue.	
Item #	**Item**	**Total**	**Notes**
	Phase 3 North Tower	$59,500	
	Phase 4 Sanctuary	$31,700	
	Phase 5 Community House	$70,000	
	Phase 6 North facade	$37,100	
	Phase 1 Total Line Item Costs		
	Total trade costs, Phase 1 only	$190,525	
	General conditions	$24,768	
		$215,293	
	Construction contingency	$21,529	
	Design contingency	$21,529	
		$258,352	
	CCIP	$23,252	
		$281,604	
	Other insurance	$7,040	
		$288,644	
	Construction services fee	$11,546	
		$300,189	
	SDI program	$5,253	
	Grand Total for Envelope Work Phase 1 Stabilization	$305,443	
	Phases 2 through 6 Line Item Costs		
	Total trade costs, without Phase 1	$3,141,597	
	General conditions	$408,408	
		$3,550,005	
	Construction contingency	$355,000	
	Design contingency	$355,000	
		$4,260,006	
	CCIP	$383,400	
		$4,643,406	
	Other insurance	$116,085	
		$4,759,491	
	Construction services fee	$190,380	
		$4,949,871	
	SDI program	$86,623	
	Grand Total for Envelope Work Phases 2 through 6	$5,036,494	

ATTACHMENT G

REVISED TOTAL COST SUMMARY BY OSE

Revised Costs Summary

	LBG Total	Revised Total	Notes
Two Phases			
Immediate Work: Stained Glass	$1,822,003	$321,492	Further savings may be possible depending on the condition of the existing Lexan. Saved costs will be shifted to the later work phase.
Immediate Work: Structural Repair	$1,170,947	$538,867	Further savings may be possible through structural redesign.
Immediate Work: Envelope (Masonry and Roof)	$11,435,140.00	$190,525	
Immediate Work Total:	$14,428,090	$1,050,884	
Immediate Work Grand Total (with Mark-up):	$23,130,587	$1,684,739	Includes contingencies.
Later Work: Stained Glass	$0	$1,500,511	Savings may be possible by eliminating work at the windows in better condition.
Later Work: Structural Repair	$0	$0	
Later Work: Envelope (Masonry and Roof)	$0	$3,141,597	
Later Work Total:	$0	$4,642,108	
Later Work Grand Total (with Mark-up):	$0	$7,442,058	Includes contingencies.
Two Phase Total:	$14,428,090	$5,692,992	
Two Phase Grand Total (with Mark-up):	$23,130,587	$9,126,797	Includes contingencies.

Exhibit CC

West Park and Alchemy Sales Contract (Excerpted & Redacted)

PURCHASE AND SALE AGREEMENT

Between

WEST-PARK PRESBYTERIAN CHURCH OF NEW YORK CITY,
a New York Religious Corporations Law corporation

and

ALCHEMY WEST 86th STREET LLC,
a Delaware limited liability company

Premises:

165 West 86th Street, New York, New York

Block: 1217
Lot:1

March 3, 2022

Excepts + Redacted

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THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") made as of the 3rd day of March, 2022 (the "**Effective Date**"), between **WEST-PARK PRESBYTERIAN CHURCH OF NEW YORK CITY**, a New York religious corporations law corporation (the "**Seller**" or "**WPPC**"), having an address c/o West Park Administrative Commission c/o The Presbytery of New York City, 475 Riverside Drive, Suite 1270, New York, New York 10115, and **ALCHEMY WEST 86TH STREET LLC**, a Delaware limited liability company, (the "**Purchaser**" and together with the WPPC, a "**Party**" and collectively, the "**Parties**"), having an address at c/o Alchemy Properties Inc., 800 Third Avenue, 22nd Floor, New York, New York 10022.

W I T N E S S E T H:

WHEREAS, WPPC is the owner in fee of the land located in the City, County and State of New York known and numbered as 165 West 86th Street, New York, New York, designated as Lot 1 in Block 1217 on the Tax Map of the City, County and State of New York (the "**Tax Map**"), as such premises are more particularly described in Schedule A attached hereto (collectively, the "**Land**"), together with the building and improvements thereon (the "**Improvements**" and the Land and Improvements herein being referred to collectively as "**Premises**");

WHEREAS, on or prior to the Closing Date (as defined in Section 8.2 hereof), WPPC intends to record a declaration of condominium (as may be amended from time to time in accordance with the terms hereof and the terms of the Development Agreement (as hereinafter defined) (the "**Declaration**") and accompanying Floor Plans (as defined in the Declaration) (as the same may be amended from time to time in accordance with the terms hereof and the Development Agreement, the "**Condominium Plans**," which together with the Declaration, are referred to herein as the "**Condominium Documents**"), all in accordance with and pursuant to the terms hereof and the Development Agreement and submit the Premises to a condominium form of ownership, which condominium formed thereby (the "**Condominium**") shall initially contain, in accordance with the terms of this Agreement and the Development Agreement (i) the Community Space Unit, (ii) the Developer Unit, which Developer Unit is sometime referred to herein as the "**Purchaser Premises**") and (iii) certain Common Elements;

WHEREAS, WPPC desires to sell, subject to the terms of this Agreement, the Purchaser Premises to Purchaser in accordance with the terms of this Agreement, and Purchaser desires to purchase the Purchaser Premises from WPPC; and

WHEREAS, in furtherance of the foregoing, upon the transfer of the Purchaser Premises from WPPC to Purchaser pursuant to this Agreement, WPPC, Purchaser and Developer will enter into, and record a memorandum of that certain Development Agreement in substantially the form attached hereto as Exhibit B (the "**Development Agreement**"), pursuant to which Developer shall perform the demolition of the existing Improvements and construct a new building in accordance with the terms of this Agreement, the Development Agreement and the Approved Plans and Specifications (as hereinafter defined) (the "**Project**");

WHEREAS, promptly following the Substantial Completion of the WPPC Space Construction Work (as such term is defined in the Development Agreement), the Parties will amend and restate the Declaration (the "**A&R Declaration**") and the Condominium Plans (the "**A&R Condominium Plans,**" and together with the A&R Declaration are referred to herein as the "**A&R Condominium Documents**") in accordance with the terms of the Development Agreement to reflect as built conditions at the Premises, which A&R Condominium Documents will reflect a Condominium comprising the following condominium units and certain Common Elements as designed and constructed pursuant to this Agreement, the Development Agreement and the Approved Plans and Specifications: (a) the Community Space Unit (to be initially owned by WPPC); (b) one or more individual residential condominium units (the "**Residential Units**") (to be initially owned by Purchaser); and (c) a retail unit (the "**Retail Unit**") (to be initially owned by Purchaser).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties covenant and agree as follows:

ARTICLE ONE

DEFINITIONS

For the purposes hereof, the following terms shall have the following meanings:

"**Access Agreement**" shall mean that certain Access Agreement dated as of March 30, 2021 between West Park Administrative Commission ("**WPAC**"), the governing body of Seller and Alchemy Properties Inc., a New York corporation and an Affiliate of Purchaser, as amended by that certain First Amendment to Access Agreement dated as of June 28, 2021 between WPAC and Alchemy Properties Inc. Seller and Purchaser hereby adopt the Access Agreement and the terms thereof are incorporated herein as if set forth at length, and shall survive so long as this Agreement is in effect.

"**Additional Deposit**" shall have the meaning set forth in Section 2.4.

"**Affiliate**" shall mean, as to any Person, any other Person that Controls, is Controlled by, or is under common Control with such Person.

"**Alchemy Alternate Principal**" shall mean Joel Breitkopf.

"**Anti-Money Laundering Laws**" shall have the meaning set forth in Section 10.5(h).

"**Appraiser**" shall mean BBG Real Estate Services, New York office, Eric Haims, or a replacement reasonably acceptable to both WPPC and Purchaser.

"**Apportionment Date**" shall have the meaning set forth in Section 19.1.

"**Approved Plans and Specifications**" shall have the meaning set forth in Section 6.5(b).

Notice has been properly given and a Quorum is present, in accordance with the Amended and Restated By-Laws of WPPC and the Book of Order, followed by the approval of the Board of Trustees and/or the approval of WPAC, if and to the extent necessary.

"**Consideration**" shall mean the total consideration to be received by Seller for the sale of the Purchaser Premises, which shall consist of: (i) [redacted] Dollars ($[redacted]) in cash, subject to the reductions and adjustments set forth in Section 2.3 hereof, plus (ii) Final Completion of the WPPC Space Construction Work in accordance with this Agreement and the Development Agreement, plus (iii) if applicable, the amount (the "**Potential Construction Savings**") by which (A) the Community Space Unit Allocated Consideration exceeds (B) the Community Space Unit Construction Costs, as further defined and described on Schedule 2.2(d) annexed hereto, plus (iv) the Back End Participation (as defined and described on Schedule 2.2(c) annexed hereto).

"**Construction Agreement**" shall mean one or more guaranteed maximum price contracts or at Purchaser's election, any other form of "fixed price," "lump sum" or "cost plus" contracts for the demolition and construction of all or a portion of the Project entered into by Purchaser with one or more construction managers.

"**Consultant**" shall mean any or all of WPPC's Consultants or Purchaser's Consultants, as applicable in context.

"**Control**" shall have the meaning set forth in the Development Agreement.

"**Cure Period**" shall have the meaning set forth in Section 10.8.

"**Declaration**" shall have the meaning set forth in the Recitals. For avoidance of doubt, on and after the A&R Condominium Documents Effective Date, Declaration shall mean the A&R Declaration.

"**Default**" shall mean (a) with respect to Purchaser, (i) Purchaser's failure to satisfy its obligation to pay the Cash Consideration or the Additional Deposit or Purchaser's failure to perform any of its other material obligations hereunder to be performed on the Closing Date, (ii) Purchaser's failure to perform any of its monetary obligations hereunder (other than as set forth in clause (i) above) to be performed on or prior to the Closing Date, within the time period set forth herein, or if no period is specified, within fifteen (15) days after Purchaser's receipt of written demand therefor, (iii) Purchaser's failure to perform any of its other material obligations hereunder to be performed prior to the Closing Date, which failure continues for forty-five (45) days after Purchaser's receipt of written notice of such default or (iv) any other event or circumstance expressly stated to constitute a Default by Purchaser pursuant to the terms of this Agreement which failure continues for forty-five (45) days after Purchaser's receipt of written notice of such default, and (b) with respect to WPPC, (i) WPPC's failure to perform any of its material obligations to be performed on the Closing Date, (ii) WPPC's failure to perform any of its material obligations to be performed prior to the Closing Date, which failure continues for forty-five (45) days after Purchaser's receipt of written notice of such default, or (iii) any other event or circumstance expressly stated to constitute a Default pursuant to the terms of this

"**In-Kind Consideration**" shall have the meaning set forth in Section 2.2(b).

"**Initial Deposit**" shall have the meaning set forth in Section 2.4.

"**Initial Developer**" shall mean 165 West 86th Street Developer LLC, a Delaware limited liability company and an Affiliate of Purchaser.

"**Institutional Lender**" shall mean a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), a pension, welfare or retirement fund or plan, an accredited college or university, an insurance company organized and existing under the laws of the United States or any state thereof, a real estate investment trust existing in compliance with Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, an investment bank, trust company, commercial credit corporation, advisory fund, rental fund, a governmental entity or plan, an investment company, money management firm, or a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended; a religious, educational or eleemosynary institution or foundation; any trustee holding a loan in a publicly traded securitization, a trustee or issuer of collateralized mortgage obligations, a loan conduit, or other similar investment entity and any other entity then in the business of making loans secured by mortgages on real property, or any combination of thereof; provided, however, that each of the above entities shall qualify as within the provisions of this definition only if it is not a Prohibited Person and has, at the time of making its loan to Purchaser or at the time of such entity's acquisition of a loan made to Developer, a net worth of not less than Two Hundred Million Dollars ($200,000,000) or assets of not less than Two Billion Dollars ($2,000,000,000).

"**Land**" shall have the meaning set forth in the Recitals.

"**Landmarks Law**" shall mean Sections 3020 and 3021 of the New York City Charter and Title 25 Chapter 3 of the New York City Administrative Code.

"**Law**" or "**Laws**" shall mean any covenants, conditions, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any governmental entity governing or regulating the use and operation, or otherwise applicable to the Premises.

"**Leases**" shall mean all leases, or other written or oral agreements or arrangements heretofore or hereafter entered into by WPPC granting occupancy of the Premises, or any portions thereof, including any guarantees, extensions, renewals, modifications or amendments thereof and all additional remainders, reversions and other rights and estates appurtenant thereunder.

"**Lien**" shall mean any mortgage, deed of trust, lien (statutory or otherwise), *lis pendens*, pledge, hypothecation, easement, restrictive covenant, preference, assignment, security interest or any other encumbrance, charge or transfer of, or any agreement to enter into or create any of the foregoing, in each case recorded against all or any part of the Premises, including any conditional sale or other title retention agreement, any financing lease having substantially the

same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"**LPC**" shall mean the New York City Landmarks Preservation Commission.

"**LPC Approval**" shall mean the issuance of a Notice to Proceed or a written permit by LPC and/or the Hardship Appeals Panel that allows for the full demolition of the existing Improvements and the construction of approximately 101,483 zoning square feet of Floor Area resulting in a project consisting of approximately 96,399 zoning square feet of residential Floor Area, approximately 1,589 zoning square feet of retail Floor Area, and approximately 3,655 zoning square feet of community facility Floor Area. In the event that the landmarks designation of the Premises has been rescinded, LPC Approval shall be deemed to be satisfied by the written permit permitting demolition by the New York City Department of Buildings.

"**Material Portion**" shall have the meaning set forth in Section 12.2.

"**Memorandum of Development Agreement**" shall have the meaning set forth in Section 16.3(c).

"**Mezzanine Lender**" shall mean an Institutional Lender, and any other entity then regularly in the business of making mezzanine loans secured by the equity interests in the owner of real estate, or any combination of thereof, and not regularly in the business, whether itself or an affiliate, of owning or developing real estate; provided, however, that each of the above entities shall qualify as within the provisions of this definition only if it is not a Prohibited Person and has, at the time of making its loan to Purchaser or at the time of such entity's acquisition of a loan made to Developer, a net worth of not less than One Hundred Million Dollars ($100,000,000) or assets of not less than Seven Hundred Million Dollars ($700,000,000).

"**Mezzanine Loan**" shall mean financing secured by the equity interests in Purchaser (and not by a lien on Developer's interest in the Development Agreement).

"**Milestone Schedule**" shall have the meaning set forth in Section 8.1.

"**Mortgage**" shall mean any mortgage or trust indenture which is a Lien on Purchaser's interest in the Purchaser Premises, as the same may be renewed, modified, extended, consolidated and coordinated from time to time; it being understood that in no event, except as expressly provided in Section 18.2(a) below, shall Purchaser be permitted to encumber the Community Space Unit with any mortgage, trust indenture or other Lien.

"**Mortgagee**" shall mean the holder of a Mortgage which is an Institutional Lender.

"**New Closing Notice**" shall have the meaning set forth in Section 4.6.

"**Notices**" shall have the meaning set forth in Section 17.1.

"**NPCL**" shall have the meaning set forth in Section 10.4(a).

"**NYS Law Department**" shall have the meaning set forth in Section 5.2 hereof.

2.1 Purchase and Sale. WPPC shall sell, assign and convey to Purchaser, and Purchaser shall purchase and assume from WPPC, subject to the terms and conditions of this Agreement, all of WPPC's right, title and interest in and to the Purchaser Premises.

2.2 The Consideration. The Consideration shall consist of the following:

(a) A fixed cash purchase price of [redacted] and 00/100 Dollars ($[redacted]00) (the "**Cash Consideration**") to be paid at Closing, subject to the reductions and adjustments set forth in Section 2.3 below;

(b) Final Completion of the WPPC Space Construction Work pursuant to the terms of this Agreement and the Development Agreement (the "**In-Kind Consideration**");

(c) the Potential Construction Savings; and

(d) the Back End Participation.

2.3 Reductions and Increases to the Cash Consideration. The Cash Consideration shall be reduced by each of following at Closing (the following, collectively, the "**Cash Consideration Deducts**"): (i) the unreimbursed Tenant Expenses; (ii) the unreimbursed WPPC Expenses paid by Purchaser, (iii) the unreimbursed Development Expenses, and (iv) the unreimbursed DOB Expenses.

2.4 Deposit. No later than two (2) Business Days following the execution of this Agreement by the Parties and delivery of same to counsel for the Parties, Purchaser shall deliver to Title Company, as escrow agent (the "**Escrow Agent**"), via wire transfer in immediately available federal funds, the amount of [redacted] and 00/100 Dollars ($[redacted]) (the "**Initial Deposit**") to the escrow account of Escrow Agent in accordance with the wire instructions set forth on Schedule 2.4 attached hereto. If Purchaser shall fail to timely pay the Initial Deposit then this Agreement shall be null and void *ab initio* and WPPC shall be entitled to retain all sums previously paid by Purchaser. Within seven (7) Business Days after the later of (i) Congregational and Board/AC Approval, (ii) Presbytery Approval, (iii) Supreme Court Approval and (iv) LPC Approval, Purchaser shall pay an additional deposit to Escrow Agent in an amount equal to $3,682,350, less the Development Expenses, DOB Expenses and any Tenant Expenses paid by Purchaser to date, but in no event shall such additional deposit be less than [redacted] 00/100 Dollars ($[redacted]0) (the "**Additional Deposit**" and together with the Initial Deposit, and interest thereon, the "**Deposit**"). The Initial Deposit, Additional Deposit and all other sums payable by Purchaser under this Agreement shall be non-refundable, except as otherwise expressly set forth in this Agreement.

2.5 Escrow Agent Provisions for the Deposit. Upon receipt by Escrow Agent of any portion of the Deposit, Escrow Agent shall cause the same to be deposited into an interest bearing account at First American Trust-Santa Ana or another nationally recognized bank selected by Escrow Agent, it being agreed that Escrow Agent shall not be liable for (x) any loss of such investment (unless due to Escrow Agent's gross negligence, willful misconduct or breach of this Agreement) or (y) any failure to attain a favorable rate of return on such investment. Subject to the further terms of this Section 2.5, Escrow Agent shall deliver the Deposit, to WPPC or to Purchaser, as the case may be, under the following conditions:

(a) The Deposit, or so much thereof as may then be held by Escrow Agent, shall be delivered to WPPC upon the Closing (and Purchaser shall be credited against the Cash Consideration for the amount of the Deposit and any interest accrued thereon) upon receipt by Escrow Agent of a statement executed by WPPC and Purchaser authorizing the Deposit to be released; or

(b) The Deposit, or so much thereof as may then be held by Escrow Agent, shall be delivered to WPPC following receipt by Escrow Agent of written demand therefor from WPPC stating that WPPC is entitled to the Deposit in accordance with this Agreement, and specifying the Section of this Agreement which entitles WPPC to the Deposit, provided Purchaser shall not have given written notice of objection in accordance with the provisions set forth below; or

(c) The Deposit (less any unpaid WPPC Expenses, subject to the WPPC Expense Cap, which shall first be paid to WPPC from the Deposit, to the extent expressly set forth herein) shall be delivered to Purchaser following receipt by Escrow Agent of written demand therefor from Purchaser stating that Purchaser is entitled to the Deposit in accordance with this Agreement, and specifying the Section of this Agreement which entitles Purchaser to the return of the Deposit, provided WPPC shall not have given written notice of objection in accordance with the provisions set forth below; or

(d) The Deposit, or so much thereof as may then be held by Escrow Agent, shall be delivered to Purchaser or WPPC as directed by written instructions of both WPPC and Purchaser.

(e) Upon the receipt of a written demand for the Deposit by WPPC or Purchaser, pursuant to clause (b) or (c) of this Section 2.5, Escrow Agent shall promptly give notice thereof (including a copy of such demand) to the other Party. The other Party shall have the right to object to the delivery of the Deposit, by giving written notice of such objection to Escrow Agent at any time within ten (10) Business Days after such Party's receipt of notice from Escrow Agent, but not thereafter. Such notice shall set forth the basis for objecting to the delivery of the Deposit. Upon receipt of such notice of objection, Escrow Agent shall promptly give a copy of such notice of objection to the Party who filed the written demand. If Escrow Agent shall have timely received such notice of objection, Escrow Agent shall continue to hold the Deposit, and the interest accrued thereon, until (x) Escrow Agent receives joint written notice from WPPC and Purchaser directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit, and the interest accrued thereon, in accordance with said direction, or (y) there shall have been served upon Escrow Agent an order or judgment which is final and non-appealable in nature duly entered in a court of competent jurisdiction setting forth the manner in which the Deposit is to be paid out and delivered, in which event Escrow Agent shall deliver the balance of the Deposit as set forth in such order or judgment, or (z) Escrow Agent delivers to a court of competent jurisdiction the Deposit in an action for interpleader in order to terminate Escrow Agent's duties as Escrow Agent, the costs thereof to be borne by whichever of WPPC or Purchaser is the losing party in such interpleader action, as determined by a final non-appealable order of such court.

2.6 Duties of Escrow Agent. Escrow Agent may rely and act upon any instrument or other writing reasonably believed by Escrow Agent to be genuine and purporting to be signed and presented by any Person or Persons purporting to have authority to act on behalf of WPPC or Purchaser, as the case may be, and shall not be liable in connection with the performance of any duties imposed upon Escrow Agent by the provisions of this Agreement, except for Escrow Agent's own gross negligence, willful misconduct or breach of this Agreement and except that Escrow Agent shall confirm all wire instructions telephonically. Escrow Agent shall have no duties or responsibilities except those set forth herein. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless the same is in writing and signed by Purchaser and WPPC, and if Escrow Agent's duties hereunder are affected, unless Escrow Agent shall have given prior written consent thereto. Escrow Agent shall be reimbursed by WPPC and Purchaser for any actual and reasonable expenses (including reasonable legal fees and disbursements of outside counsel), including all of Escrow Agent's reasonable fees and expenses with respect to any interpleader action incurred in connection with this Agreement, and such liability shall be joint and several; provided, however, that as between Purchaser and WPPC, the prevailing Party in any dispute over the Deposit shall be entitled to reimbursement by the losing Party of any such expenses paid to Escrow Agent. In the event that Escrow Agent shall be uncertain as to Escrow Agent's duties or rights hereunder, or shall receive instructions from Purchaser or WPPC that in Escrow Agent's reasonable opinion, are in conflict with any of the provisions hereof, Escrow Agent shall be entitled to hold the Deposit, and the interest accrued thereon, and may decline to take any other action. After delivery of the Deposit, and the interest accrued thereon, in accordance herewith, Escrow Agent shall have no further liability or obligation of any kind whatsoever.

2.7 Escrow Agent Resignation. Escrow Agent shall have the right at any time to resign upon at least ten (10) Business Days' prior notice to WPPC and Purchaser. WPPC and Purchaser shall jointly select a successor Escrow Agent and shall notify Escrow Agent of the name and address of such successor Escrow Agent within ten (10) Business Days after receipt of such notice by Escrow Agent of its intention to resign. If Escrow Agent has not received written notice of the name and address of such successor Escrow Agent within such period, Escrow Agent shall have the right to select on behalf of WPPC and Purchaser a bank or trust company licensed to do business in the State of New York and having a branch located in New York County, which regularly provides escrow services of the nature described in this Agreement, to act as successor Escrow Agent hereunder. At any time after such ten (10) Business Day period, Escrow Agent shall have the right to deliver the Deposit, and the interest accrued thereon, to any successor Escrow Agent selected hereunder, provided such successor Escrow Agent shall execute and deliver to WPPC and Purchaser an assumption agreement whereby it assumes all of Escrow Agent's obligations hereunder. Upon the delivery of all such amounts and such assumption agreement, the successor Escrow Agent shall become the Escrow Agent for all purposes hereunder and shall have all of the rights and obligations of the Escrow Agent hereunder, and the resigning Escrow Agent shall have no further responsibilities or obligations hereunder.

2.8 Taxpayer Identification Number. Except as otherwise provided in Section 2.5, the interest comprising a portion Deposit shall be paid to the Party entitled to receive the Deposit as provided in this Agreement. The Party entitled to receive the interest shall pay any income taxes thereon. Purchaser's taxpayer identification number is 88-0848827. WPPC's taxpayer

identification number is 13-1623872. Escrow Agent is hereby designated as the Reporting Person for filing a 1099-S.

2.9 Within ten (10) Business Days after written demand therefor by WPPC from time to time, Purchaser shall pay WPPC for WPPC Expenses incurred, up to the WPPC Expense Cap. On or prior to the date hereof, Purchaser has paid to WPPC a non-refundable exclusivity fee in the amount of $50,000, which shall not be deemed a WPPC Expense and shall not be reimbursed to Purchaser or credited against the Consideration. On the date hereof, Purchaser shall pay (i) $[redacted] to WPPC's counsel in respect of the remaining unpaid exclusivity fee, (ii) $[redacted] to WPPC's counsel in respect of WPPC Expenses, (iii) $[redacted] to Gardiner & Theobald in respect of WPPC Expenses, and (iv) $[redacted] to landmarks counsel in respect of Development Expenses. Upon such payments, $[redacted] will have been paid by Purchaser in respect of WPPC Expenses.

2.10 Notwithstanding anything to the contrary contained herein, in the event that the Project (i) includes a substantial subterranean space (such as a parking garage), or (ii) utilizes more than 101,483 zoning square feet of Floor Area (other than by acquisition by Purchaser of additional Floor Area in a private arms-length transaction from a bona fide third party seller), then there will be an increase to the Consideration to be agreed upon between WPPC and Purchaser, to be paid at Closing, or if the foregoing is not known by Closing, prior to the commencement of any demolition or construction.

2.11 Survival. The provisions of Article 2 shall survive the Closing or termination of this Agreement.

ARTICLE THREE

STATUS OF TITLE

3.1 Subject to the terms and provisions of this Agreement and the Development Agreement, WPPC's interest in the Purchaser Premises shall be sold, assigned and conveyed by WPPC to Purchaser, and Purchaser shall purchase, assume and accept the same, subject to the following (collectively, the "**Permitted Encumbrances**"):

(a) any other title exceptions approved or waived by Purchaser in writing as provided in this Agreement;

(b) real estate taxes, sewer rents and taxes, water rates and charges, vault charges and taxes, business improvement district taxes and assessments and any other governmental taxes, charges or assessments levied or assessed against the Purchaser Premises (collectively, "**Property Taxes**") which are a lien, but not yet due and payable, subject to apportionment in accordance with the terms of this Agreement;

(c) any laws, rules, regulations, statutes, ordinances, orders or other Laws affecting the Purchaser Premises, including, without limitation, all zoning, land use, building and environmental laws, rules, regulations, statutes, ordinances, orders or other Laws, including landmark designations and all zoning variances and special exceptions, if any;

respect-to any matter raised in such audit report) within such ten (10) Business Day period, the dispute shall be submitted to arbitration pursuant to the provisions of Section 33.

7.5 Purchaser shall ensure that no mechanics' or material persons' lien is filed against the Community Space Unit in connection with the work contemplated by the Transaction Documents. In no event shall Purchaser or Developer record any document, including without limitation a mortgage or lien, against the Community Space Unit. Purchaser shall indemnify, defend and hold the Seller harmless from and against any and all claims, demands, causes of action, actual losses, costs and expenses (including reasonable attorneys' fees, court costs and disbursements) arising from any lien being filed against the Community Space Unit.

7.6 The provisions of this Section 7 shall survive the Closing or earlier termination of this Agreement.

ARTICLE EIGHTH

MILESTONE SCHEDULE; CLOSING; OUTSIDE CLOSING DATE

8.1 Attached hereto as Schedule 8.1 is the major milestone schedule for initial design, development and construction of the Project, including the development of Schematic Plans, Design Development Plans, Construction Documents, contract bidding, all construction phases and Project completion (as the same may be revised from time to time in accordance with the terms hereof, the "**Milestone Schedule**"). The dates included in the Milestone Schedule shall be extended on a day-for-day basis during the continuance of any Unavoidable Delays to the extent expressly permitted in the Development Agreement. Any revision to the Milestone Schedule, other than on account of Unavoidable Delay to the extent expressly permitted in the Development Agreement, shall be subject to WPPC's prior written approval. Purchaser shall maintain and periodically update (to the extent expressly permitted in the Development Agreement) a comprehensive milestone schedule reflecting the milestone dates included in the Milestone Schedule and shall deliver any update (to the extent expressly permitted in the Development Agreement) of the Milestone Schedule to WPPC on a monthly basis. Purchaser shall cause the Purchaser's Consultants to comply in all respects with the Milestone Schedule.

8.2 The Closing shall occur thirty (30) Business Days from the date of the later to occur of the following: (i) the date of LPC Approval, Congregational and Board/AC Approval, and Presbytery Approval; (ii) the date WPPC provides written notice to Purchaser that the Existing Lease is terminated and the Existing Tenant has vacated the Premises; and (iii) the date Seller provides Purchaser with a copy of the signed Supreme Court Order (the "**Scheduled Closing Date**"). Either party shall have the right to adjourn the Scheduled Closing Date for up to sixty (60) days provided it gives written notice to the other prior to the Scheduled Closing Date (the "**Adjourned Closing Date**"). The closing of the transactions contemplated hereunder (the "**Closing**") shall occur, and the documents referred to in Section 16 shall be delivered on the Scheduled Closing Date, which date shall be subject to adjournment in accordance with the terms of this Agreement. The actual date of the Closing is referred to herein as the "**Closing Date**". The Closing shall be held at the offices of Purchaser's lender in Manhattan, NY, or in escrow with the Title Company, but in no event later than seven (7) years from the Effective Date (the "**Outside Closing Date**"). Time is of the essence as to WPPC and the Purchaser's

respective obligations to close the transactions contemplated hereunder on the Scheduled Closing Date (as same may be adjourned in accordance with this Agreement).

ARTICLE NINTH

CONDITIONS TO CLOSING

9.1 Conditions to Obligations of WPPC. The obligation of WPPC to effect the Closing shall be subject to the fulfillment (or written waiver by WPPC) at or prior to the Closing Date of all of the following conditions ("**WPPC's Closing Conditions**"):

(a) Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date, as though made at and as of the Closing Date.

(b) Performance of Obligations. Purchaser shall have timely paid the Cash Consideration (as may be adjusted as expressly set forth in this Agreement) and any other sums payable by Purchaser hereunder and in all material respects have performed all other obligations required to be performed by it under this Agreement.

(c) Delivery of Documents. Purchaser, Developer and Guarantor shall have executed, acknowledged (if applicable) and/or delivered all documents required to be executed, acknowledged (if applicable) and/or delivered by Purchaser, Developer and Guarantor hereunder and under the Development Agreement on the Closing Date.

(d) Design and Development Requirements. [redacted]

(e) Condominium. [redacted]

(f) Guaranties. [redacted]

(g) Financial Plan. [redacted]

(h) Approvals. WPPC shall have received Congregational and Board/AC Approval, Presbytery Approval and a signed Supreme Court Order approving the sale contemplated herein.

(i) LPC Approval. The Parties shall have received written LPC Approval.

(j) Termination of Existing Lease. [redacted]

(k) No Litigation. No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement and no preliminary or permanent injunction or other order, decree or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority, that would make illegal or invalid or otherwise prevent the consummation of the transactions described in this Agreement.

9.2 Conditions to Obligations of Purchaser. The obligations of Purchaser to effect the Closing shall be subject to the fulfillment (or written waiver by Purchaser) at or prior to the Closing Date of all of the following conditions ("**Purchaser's Closing Conditions**"):

(a) Design and Development Requirements. WPPC has approved the Approved Plans and Specifications, as and to the extent required hereunder.

(b) Representations and Warranties. The representations and warranties of WPPC contained in this Agreement (other than those representations made as of the date hereof, which shall not be updated) shall be true and correct in all material respects as of the Closing Date, as though made at and as of the Closing Date, except for changes that do not have a material adverse effect on Purchaser.

(c) Delivery of Documents. WPPC shall have executed, acknowledged (if applicable) and/or delivered all documents required to be executed, acknowledged (if applicable) and/or delivered by WPPC hereunder and the Development Agreement on the Closing Date.

(l) Performance of Obligations. WPPC shall in all material respects have performed all obligations required to be performed by WPPC under this Agreement on or prior to the Closing Date.

(d) Delivery of Purchaser Premises. [redacted]

(e) Approvals. WPPC shall have (i) delivered to Purchaser a copy of the signed Supreme Court Order approving the sale contemplated herein, and (ii) received Congregational and Board/AC Approval and Presbytery Approval.

(f) LPC Approval. The Parties shall have received LPC Approval.

(m) Termination of Existing Lease. [redacted]

(g) Condominium. [redacted]

(h) Purchaser's Title Policy. [redacted]

payment of the premium therefor, an owner's policy of title insurance for the Purchaser Premises ("**Purchaser's Title Policy**"), insuring fee title to the Purchaser Premises in Purchaser, subject only to Permitted Encumbrances.

(i) No Litigation. [redacted] prevent the consummation of the transactions described in this Agreement.

9.3 Failure of Condition.

(a) If WPPC's Closing Conditions have not been satisfied or waived, on or prior to the Outside Closing Date, then (x) if such failure of condition precedent is not the result of a Default by Purchaser, then WPPC or Purchaser shall be entitled to terminate this Agreement by notice thereof to the other Party, whereupon, (i) Purchaser shall be entitled to a return of the Deposit (less any then outstanding WPPC Expenses, subject to the WPPC Expense Cap, which shall first be paid to WPPC out of the Deposit) and thereafter, neither Party shall have any obligations, except those that expressly survive termination of this Agreement; and (y) if such failure of condition precedent is the result of a Default by Purchaser, then such failure shall constitute a Default by Purchaser and Section 18.1 shall govern (provided that the failure to close on account of the failure of WPPC to obtain the Supreme Court Approval shall not, unless Purchaser is otherwise in default hereunder, be deemed to constitute a Default by Purchaser hereunder).

(b) If the Purchaser's Closing Conditions have not been satisfied or waived on or prior to the Outside Closing Date, then (x) if such failure of condition precedent is not the result of a Default by WPPC hereunder, then WPPC or Purchaser shall be entitled to terminate this Agreement by notice thereof to the other Party, whereupon, (i) Purchaser shall be entitled to a return of the Deposit (less any then outstanding WPPC Expenses, subject to the WPPC Expense Cap, which shall first be paid to WPPC out of the Deposit), and thereafter neither Party shall have any rights or obligations, except those rights or obligations that expressly survive termination of this Agreement; and (y) if such failure of condition precedent is the result of a Default by WPPC hereunder, then such failure shall constitute a Default by WPPC hereunder and Section 18.2 shall govern.

9.4 Congregational and Board/AC Approval; Presbytery Approval;. WPPC shall, promptly after LPC Approval (or on such earlier date determined by WPPC in its sole discretion), use commercially reasonable good faith efforts to obtain the Congregational and Board/AC Approval and the Presbytery Approval approving the sale. Purchaser shall reasonably cooperate with WPPC in WPPC's efforts to obtain the Congregational and Board/AC Approval, and the Presbytery Approval, including by executing documents and providing information as reasonably requested. WPPC shall promptly notify Purchaser in writing, if, as and when the Congregational and Board/AC Approval and the Presbytery Approval are obtained. If (1) the Congregational and Board/AC Approval or the Presbytery Approval approving the sale have not been obtained on or before the date that is nine (9) months after the date of LPC Approval, or (2)

Congregational and Board/AC Approval or the Presbytery Approval is denied and WPPC does not elect to appeal such denial, in each case after WPPC has used commercially reasonable good faith efforts to obtain such approval, either Party may terminate this Agreement, whereupon the full amount of the Deposit shall be refunded to Purchaser. In addition, if this Agreement is terminated pursuant to this Section 9.4, and thereafter WPPC sells the Premises to an unaffiliated third party in which no Purchaser Permitted Parties or Affiliate has any direct or indirect interest, then at the closing of such sale and solely to the extent of cash proceeds actually received by WPPC after the repayment of all Presbytery Loans, it being agreed that WPPC shall not negotiate the terms of such sale in a way so as to circumvent the provisions in this paragraph, WPPC shall reimburse Purchaser in an amount equal to the sum of (1) WPPC Expenses, (2) to the extent such termination under this Section 9.4 occurred after LPC Approval had been obtained, Development Expenses, (3) DOB Expenses, and (4) Tenant Expenses, in each case paid by Purchaser and not theretofore reimbursed. Any amount due to Purchaser hereunder shall constitute a lien on the Premises. In no event shall the failure of WPPC to obtain the Congregational and Board/AC Approval or the Presbytery Approval constitute a Default hereunder or entitle either party to damages unless WPPC shall fail to use commercially reasonable good faith efforts to obtain the Congregational and Board/AC Approval or the Presbytery Approval or Purchaser shall fail to cooperate in connection therewith, as applicable, in which case the provisions of Section 18.1 or Section 18.2 shall apply, as applicable.

9.5 LPC Approval. In the event LPC Approval is not obtained by the date which is forty-eight (48) months after the date of this Agreement, then at any time thereafter until LPC Approval is obtained, either Party may terminate this Agreement, whereupon the full amount of the Deposit (less any then outstanding WPPC Expenses, subject to the WPPC Expense Cap, which shall first be paid to WPPC out of the Deposit) shall be refunded to Purchaser and thereafter, when WPPC has funds available to do so, it shall refund the DOB Expenses to Purchaser, and as of such termination neither Party shall have any rights or obligations, except those rights or obligations that expressly survive termination of this Agreement. This Section 9.5 shall survive the termination of this Agreement.

ARTICLE TENTH

CONDITION OF THE PURCHASER PREMISES; REPRESENTATIONS

10.1 PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE OTHER INSTRUMENTS TO BE DELIVERED BY WPPC AT CLOSING, NEITHER WPPC NOR ANY OTHER WPPC RELATED PARTY, NOR ANY OTHER PERSON ACTING ON BEHALF OF WPPC, NOR ANY PERSON OR ENTITY WHICH PREPARED OR PROVIDED ANY OF THE MATERIALS REVIEWED BY PURCHASER IN CONDUCTING ITS DUE DILIGENCE, NOR ANY SUCCESSOR OR ASSIGN OF ANY OF THE FOREGOING PARTIES, HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PURCHASER PREMISES, THE PERMITTED USE OF THE PURCHASER PREMISES OR THE ZONING AND OTHER

IN WITNESS WHEREOF, WPPC and Purchaser have caused this Agreement to be executed the day and year first above written.

SELLER:

West-Park Presbyterian Church of New York City, a New York religious corporations law corporation

By: West Park Administrative Commission, its governing body

By: Roger W. Leaf
Name: Roger W. Leaf
Title: Chair, West Park Administrative Commission

PURCHASER:

ALCHEMY WEST 86TH STREET LLC, a Delaware limited liability company

By: _____
Name: Kenneth S. Horn
Title: Manager

[Signature pages continue on the following page.]

The undersigned Developer hereby executes this Agreement, agreeing to be bound by the terms and conditions applicable to Developer, and to be jointly and severally liable with Purchaser for any default by Purchaser hereunder.

DEVELOPER:

165 WEST 86th STREET DEVELOPER LLC

By: _____
Name: Kenneth S. Horn
Title: Manager

ESCROW AGENT:

WITH RESPECT TO SECTION 2.5 AND ANY OTHER PROVISIONS REGARDING DISPOSITION OF THE DEPOSIT AND TERMS OF ESCROW AGREED BY:

First American Title Insurance Company, as Escrow Agent

By: Aneta Skotnicka
Name: Aneta Skotnicka
Title: Underwriting Counsel

Address:
666 Third Avenue, 5th Floor
New York, NY 10017
Attention: Aneta Skotnicka, Esq. and Steve Farber
Email: askotnicka@firstam.com and
sfarber@firstam.com

SCHEDULE A

Legal Description of the Land

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, LYING AND BEING IN THE TWELFTH WARD OF THE CITY OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF EIGHTY SIXTH STREET, WITH THE EASTERLY LINE OF THE TENTH AVENUE AND RUNNING THENCE EASTERLY ALONG EIGHTY SIXTH STREET ONE HUNDRED AND TWENTY FIVE FEET (125 FT.);

THENCE NORTHERLY PARALLEL WITH THE TENTH AVENUE ONE HUNDRED FEET, EIGHT AND ONE HALF INCHES (100 FT, 8 ½ IN.) TO THE CENTER LINE OF THE BLOCK BETWEEN EIGHTY SIXTH AND EIGHTY SEVENTH STREETS;

THENCE WESTERLY ALONG SAID CENTER LINE TWENTY FIVE FEET (25 FT.);

THENCE SOUTHERLY PARALLEL WITH THE TENTH AVENUE FIFTEEN FEET EIGHT AND ONE HALF INCHES (15 FT. 8 ½ IN.);

THENCE AGAIN WESTERLY AND PARALLEL WITH EIGHTY SIXTH STREET TEN FEET (10 FT.);

THENCE AGAIN SOUTHERLY AND PARALLEL WITH TENTH AVENUE TEN FEET (10 FT.);

THENCE AGAIN WESTERLY PARALLEL WITH EIGHTY SIXTH STREET NINETY FEET (90 FT.) TO THE TENTH AVENUE; AND

THENCE SOUTHERLY ALONG THE TENTH AVENUE SEVENTY FIVE FEET (75 FT.) TO THE CORNER OF TENTH AVENUE AND EIGHTY SIXTH STREET, AT THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Legal Description of the Land

Exhibit DD

Appraisers & Planners Appraisal

ECONOMIC ANALYSIS REPORT
of
West-Park Presbyterian Church
165 West 86th Street
Block 1217, Lot 1
New York, New York

SUBMITTED TO

Landmarks Preservation Commission
1 Centre Street
New York, New York 10007

APPRAISERS AND PLANNERS INC

APPRAISERS AND PLANNERS INC
233 BROADWAY, STE 712 NEW YORK, NY 10279
(212) 683-1122 FAX (212) 213-6120
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JAMES L. LEVY, MAI, ASA
SHARON LOCATELL, MAI, CRE, MRICS
ADAM L. WALD, MAI
CHRISTIN L. PHILLIPS, MAI
KERRY MARINACCIO, MAI

EDWARD LEVY, ASA (1907-2004)
RUTH A. AGNESE, MAI, MRICS (1962-2013)

September 10, 2025

Landmarks Preservation Commission
1 Centre Street
New York, New York 10007

Re: Economic Analysis Report
West-Park Presbyterian Church
165 West 86th Street
New York, New York
Block 1217, Lot 1

Dear Members of the Landmarks Preservation Commission:

In accordance with your request, we have prepared an Economic Analysis Report ("Report") of the above-captioned property, henceforth referred to as the "subject property." The Report has been prepared to assist ownership of the subject property, West-Park Presbyterian Church, ("Applicant"), 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.

The subject property is located along the northeasterly corner of West 86th Street and Amsterdam Avenue in Manhattan's Upper West Side, City, County and State of New York. The property occupies an irregular parcel measuring approximately 10,157 square feet. The property is mapped within a zoning district designated as R10A, a General Residence District. The majority of the site is also mapped within a C1-5 commercial overlay and a (EC-2) Special Enhanced Commercial District-2.

The property is currently improved with a one- and part-three-story over partial cellar church building. We have been requested to provide this Economic Analysis Report to aid ownership in its application to LPC.

Overview of the Economic Analyses

The core components of the Economic Analyses required for the Hardship Application is to determine whether the improvements, following renovation and lease-up can produce a Reasonable Return, which is defined as 6% over the assessed value of the property. The specific requirements of the determination of Reasonable Return are set forth in depth in the body of this report.

In order to investigate whether a Reasonable Return can be achieved for the subject the following steps were taken:

- Estimate a market rent for the subject property, as renovated and restored
- Estimate stabilized operating expenses for the subject property, as renovated and restored, exclusive of repairs and maintenance costs. These annual costs are equal to the depreciated improvement costs of 2% of the renovation costs, per LPC Statute.
    - Real Estate Taxes are not included as a stabilized operating expense and are built into the loaded capitalization rate
- Determine stabilized Net Operating Income for the property, as renovated and restored
- Capitalize stabilized Net Operating Income into value using a loaded capitalization rate.
- Determine if the Calculated Return achieves a 6.0% return above the Actual 2025 Assessment of $3,804,750.

Scenarios Studied – Base Scenario, Infill Scenario and Multi-Family Scenario

The Report contains an analysis of four (4) development scenarios in an effort to compare the feasibility of each scenario given current market conditions, development costs and required rates of return for this type of investment. The development scenarios are as follows:

a) **Community Facility and Commercial Use Scenario ("Base Scenario")** in which the deficiencies of the existing structure are cured and renovated for community facility use with a Net Usable Area of 18,353 square feet in a gross building area of 24,688 square feet.

b) **Infill Community Facility and Commercial Use Scenario ("Infill Scenario")** in which interior square footage is maximized through a 3,647± square foot infill of the auditorium, in order to create total gross building area of nearly 28,335± square feet and a net usable area of 22,014± square feet.

c) **Market Rate Residential Multi-Family Conversion Scenario ("Multi-Family Scenario")** in which the interior square footage is maximized through infill construction and converted for market rate residential use. Both structural and interior work is required to create a total of 21 apartments ranging from studios to three-bedroom units with a total residential rentable area of 21,583 square feet.

d) **Mixed-Income Residential Multi-Family Conversion Scenario ("Mixed-Income Scenario")** in which the interior square footage is maximized through infill construction and converted for mixed-income residential use and the property is assumed to enjoy a 467m tax abatement. Both structural and interior work is required to create a total of 21 apartments ranging from studios to three-bedroom units, 6 of which (25% of the units, rounded up) are set aside as affordable units in compliance with the 467m program.

Conclusion: Under all four (4) scenarios, a reasonable return is unable to be achieved.

Summary of Conclusions:

The Base Scenario, the Infill Scenario and the Multi-Family scenario each produce negative net operating income, illustrating that a Reasonable Return, as defined, **is unable to be achieved** at the subject property, given the income achievable at the site and the amortized costs to cure the structural deficiencies of the property. A summary of the conclusions is presented below:

INCOME APPROACH SUMMARY				
Scenario	**Base**	**Infill**	**Multi-Family**	**467m**
Net Operating Income - Subtotal (No RET)	$857,202	$1,029,690	$1,555,378	$1,277,636
Less: Depreciated Costs	($1,149,587)	($1,191,085)	($1,440,863)	($1,440,863)
Net Operating Income - Subtotal	**($292,386)**	**($161,395)**	**$114,516**	**($163,227)**
6% Return Threshold	$228,285	$228,285	$228,285	$228,285
Return Exceed 6% Threshold - Before RET?	NO	NO	NO	NO

Summary of Depreciated Cost Calculations

Depreciated Development Cost Calculation				
Scenario		**Base**	**Infill**	**Multi-Family and Mixed-Income**
Assessed Value of Subj Building Exclusive of Land		$1,757,250	$1,757,250	$1,757,250
Projected Renovation Cost (full cost)		$55,722,117	$57,796,996	$70,285,881
Total		$57,479,367	$59,554,246	$72,043,131
Annual Depreciation @	2.0%	$1,149,587	$1,191,085	$1,440,863

Hypothetical Condition

The valuation analyses contained within this report are further subject to a Hypothetical Condition, which is defined in the Dictionary of Real Estate Appraisal 7th Edition as follows: A hypothetical condition is "A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." We have hypothetically assumed for purposes of analysis that under all scenarios that the property is renovated and cured of functional and structural deficiencies as of the analysis date. Within this hypothetical condition is the assumption that the work is completed in a timely manner, to market standards and within the budgets furnished to us in preparation of this report.

Report Update

This Report is an update to an initial Report submitted in April 2022, and supplemented on April 12, 2023 (the "2023 Report"), in connection with the Applicant's withdrawn submission. The 2023 Report found that the subject property was unable to receive a reasonable return under any of the scenarios tested. Following submission of 2023 Report, LPC engaged its own consultants to review the data and conclusions presented in the 2023 Report and presented it in a Review of Submitted Public Documents that was authored by Keith Brenan, CRE and Marie-Danielle Faucher, MAI, MRICs, Assoc. IAI, OAQ of Weitzman Associates in (the "Weitzman Report"). The addenda to this report contains additional scenario tests presented in the Weitzman Report that relies on a reduced scope for repair and restoration in order to explore feasibility for a reasonable return.

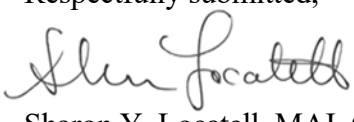
The Weitzman Report overwhelmingly found the 2023 Report to be credible and the conclusions to be appropriate. **Weitzman found that the conclusion reached in the economic analysis prepared by Appraisers and Planners, Inc. ("A&P") from the Applicant's team to be, "…reasonable and supported by market conditions and underwriting standards that are present in the market as of the date of submission." (Page 20).**

- At the request of the LPC, A&P prepared a supplemental analysis factoring in the impact of State Historic Tax Credits on the reasonable return analysis. Weitzman found the conclusions to be reasonable and in line with would-be investor expectations.

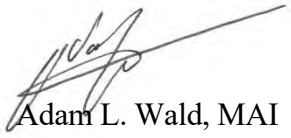
- In addition, and at the request of LPC, Weitzman performed a sensitivity analysis that reduced costs to 75% of the budgeted amount and 50% of the budgeted amount. At stated on page 15 of the Weitzman report, "As depicted on Table 6 on the following page, the reduction of the Restoration Costs still resulted in negative Net Operating Income After Real Estate Tax figures for the Base Scenario, the Infill Scenario and the Multi-Family Scenario at both levels of cost reductions."

- Weitzman also presented the conclusion offered in a report by the Cumming Group that reviewed the Applicant's costs estimates that, "…the cost estimate prepared by LBG in April 2023 (and previously in April 2022), for the costs needed to re-develop the property subject in all three presented scenarios are reasonable." (Page 2). We note that Cumming's costs are 7% to 14% greater than LBG's (the Applicant's cost estimator) estimates.

Respectfully submitted,



Sharon Y. Locatell, MAI, CRE, MRICS
State of New York Certified General Appraiser
I.D. #46000007350



Adam L. Wald, MAI
State of New York Certified General Appraiser
I.D. # 46000050707

APPRAISERS AND PLANNERS INC



Photograph of Subject Property

Economic Analysis Report
West-Park Presbyterian Church
165 West 86th Street
New York, New York
Block 1217, Lot 1

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COMPONENTS OF THE ECONOMIC ANALYSES

A. Summary of the Reasonable Return Computations and Guiding Statutes

In computing the reasonable return analysis we are guided by Section 25-302 and 25-309 of the Rules of the City of New York, which governs the process by which an applicant may seek a certificate of appropriateness authorizing demolition, alternations or reconstruction of a landmark on ground of insufficient return. The statute calls for an analysis of the investment potential of the subject property in which a reasonable return can be achieved. The relevant components of the statute are presented as follows:

Section 25-302 (v.) "Reasonable return."

(1) A net annual return of six per centum of the valuation of an improvement parcel

(2) Such valuation shall be the current assessed valuation established by the city, which is in effect at the time of the filing of the request for a certificate of appropriateness; provided that:

> (a) The commission may make a determination that the valuation of the improvement parcel is an amount different from such assessed valuation where there has been a reduction in the assessed valuation for the year next preceding the effective date of the current assessed valuation in effect at the time of the filing of such request; and
>
> (b) The commission may make a determination that the value of the improvement parcel is an amount different from the assessed valuation where there has been a bona fide sale of such parcel within the period between March fifteenth, nineteen hundred fifty-eight, and the time of the filing of such request, as the result of a transaction at arm's length, on normal financing terms, at a readily ascertainable price, and unaffected by special circumstances such as, but not limited to, a forced sale, exchange of property, package deal, wash sale or sale to a cooperative. In determining whether a sale was on normal financing terms, the commission shall give due consideration to the following factors:
>
> > (1) The ratio of the cash payment received by the seller to (a) the sales price of the improvement parcel and (b) the annual gross income from such parcel;
> >
> > (2) The total amount of the outstanding mortgages which are liens against the improvement parcel (including purchase money mortgages) as compared with the assessed valuation of such parcel;
> >
> > (3) The ratio of the sales price to the annual gross income of the improvement parcel, with consideration given, where the improvement is subject to residential rent control, to the total amount of rent adjustments previously granted, exclusive of rent adjustments because of changes in dwelling space, services, furniture, furnishings, or equipment, major capital improvements, or substantial rehabilitation;
> >
> > (4) The presence of deferred amortization in purchase money mortgages, or the assignment of such mortgages at a discount;

(5) Any other facts and circumstances surrounding such sale which, in the judgment of the commission, may have a bearing upon the question of financing.

(3) For the purposes of this subdivision v:

(a) Net annual return shall be the amount by which the earned income yielded by the improvement parcel during a test year exceeds the operating expenses of such parcel during such year, excluding mortgage interest and amortization, and excluding allowances for obsolescence and reserves, but including an allowance for depreciation of two per centum of the assessed value of the improvement, exclusive of the land, or the amount shown for depreciation of the improvement in the latest required federal income tax return, whichever is lower; provided, however, that no allowance for depreciation of the improvement shall be included where the improvement has been fully depreciated for federal income tax purposes or on the books of the owner; and

(b) Test year shall be (1) the most recent full calendar year, or (2) the owner's most recent fiscal year, or (3) any twelve consecutive months ending not more than ninety days prior to the filing (a) of the request for a certificate, or (b) of an application for a renewal of tax benefits pursuant to the provisions of section 25-309 of this chapter, as the case may be."[1]

We have incorporated the relevant statue in determining the reasonable return of the subject property. We have made an estimate of the potential rent for the subject property, as renovated and cured of its internal, structural and exterior deficiencies, deducted the amortized costs to cure the current conditions as an expense, and have capitalized the net operating income into value using a loaded capitalization rate, which includes the base capitalization rate plus an equalized or effective tax rate. The net return was equalized to a return on assessment to compare to the 6% return on assessed value. The current assessment is employed in this analysis as there has not been a bona fide sale of the property between 1958 and the time of the request, and there has not been a reduction in the assessed valuation for the year next preceding the effective date of the current assessed valuation at the filing of such request. This analysis was performed for the Base Scenario, Infill Scenario and Multi-Family Scenario.

In developing this analysis we are guided, in part, by the LPC's Denial of Notice to Proceed in the Stahl York matter. In this Denial Notice, LPC sets forth analyses that would have been deemed acceptable in establishing the Reasonable Return threshold. We have relied on LPC guidance with respect to treatment of several inputs in our analysis, namely depreciation, acceptance of certain soft costs, treatment of real estate taxes after renovation and inclusion of an effective tax rate analysis.

[1] Rules of the City of New York – Retrieved February 1, 2022 at:
https://codelibrary.amlegal.com/codes/newyorkcity/latest/NYCadmin/0-0-0-45963

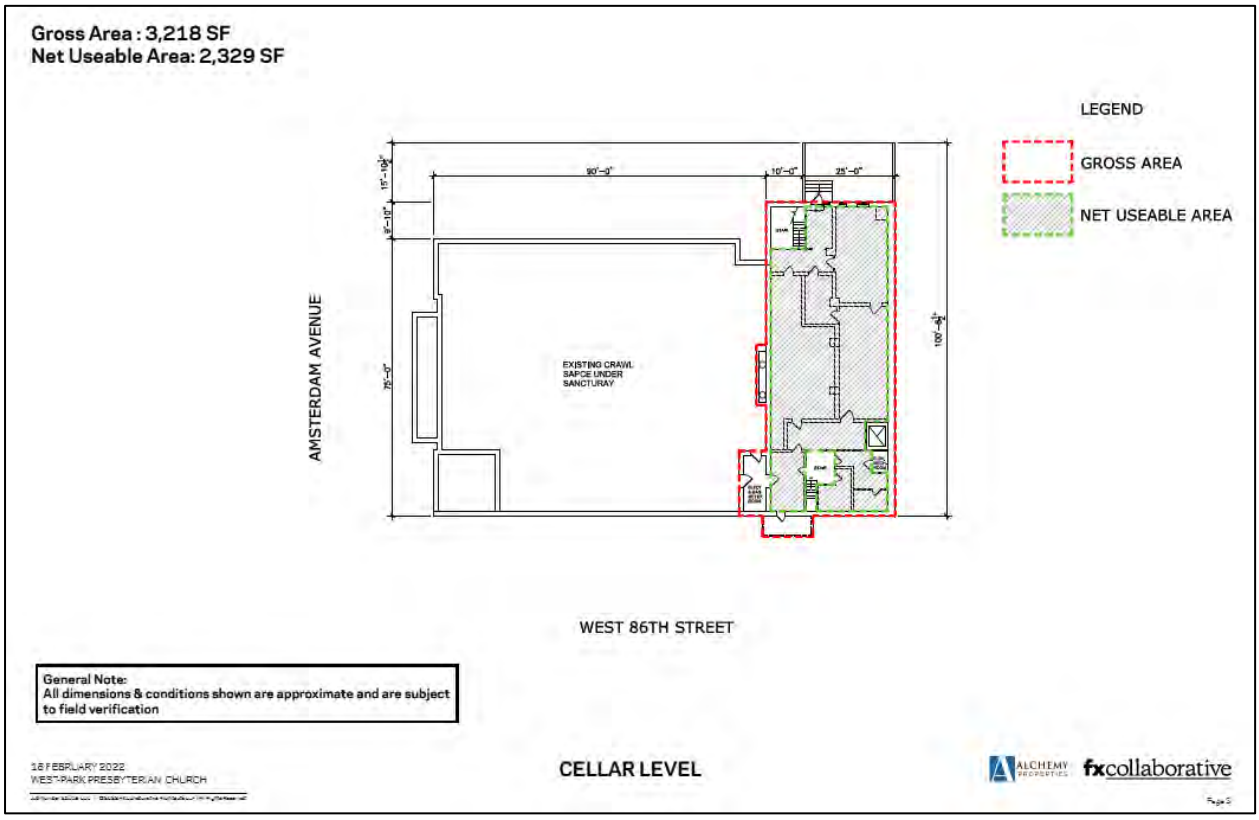
B. Description of Subject Property

The subject property is identified on the City of New York Assessor's Map as Block 1217, Lot 1. The subject property is situated along the northwesterly corner of West 86th Street and Amsterdam Avenue in the Upper West Side neighborhood of the Borough of Manhattan, City, County and State of New York. The subject site is a nearly-rectangular parcel measuring approximately 10,157 square feet. It is situated within the confines of a zoning district designated as R10A, a General Residence District, and is mapped with a C1-5 commercial overlay and EC-2 (EC-2) Special Enhanced Commercial District-2. The subject zoning district permits an assortment of residential uses up to 12.0 Floor Area Ratio (FAR), community facility uses up to 10.0 FAR and commercial uses up to a 2.0 FAR.

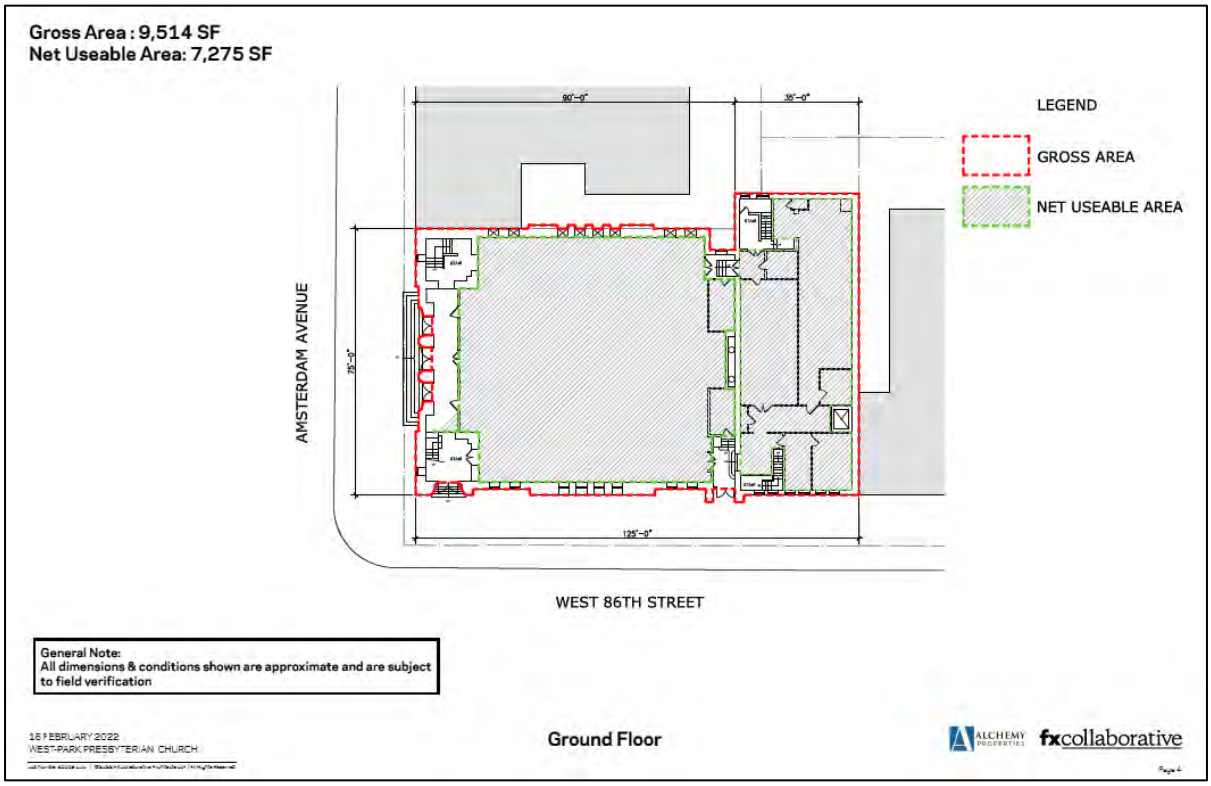
The existing improvements are spread over four (4) floors, inclusive of a prominent tower located in the southwesterly most portion of the site. Floor plans provided by the Client are presented below:

Applicable Floor Plans – Base and Infill Scenarios

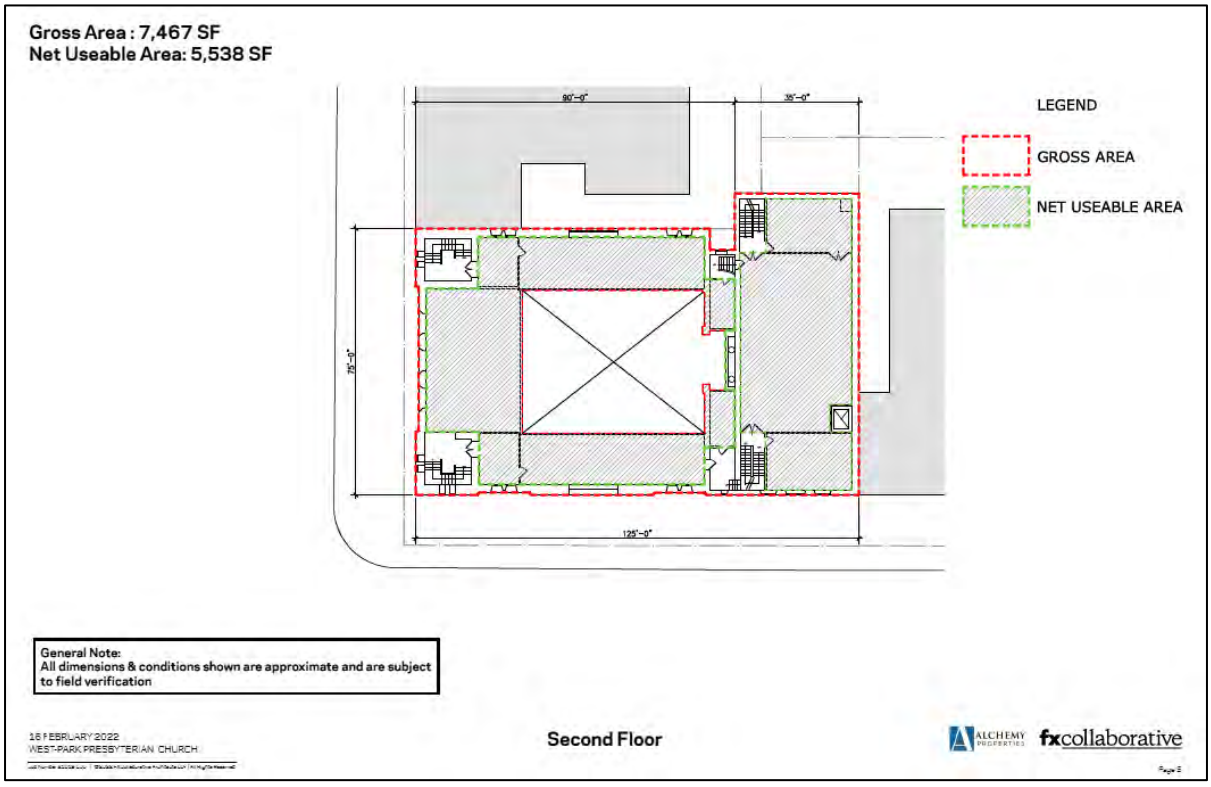
Cellar Level



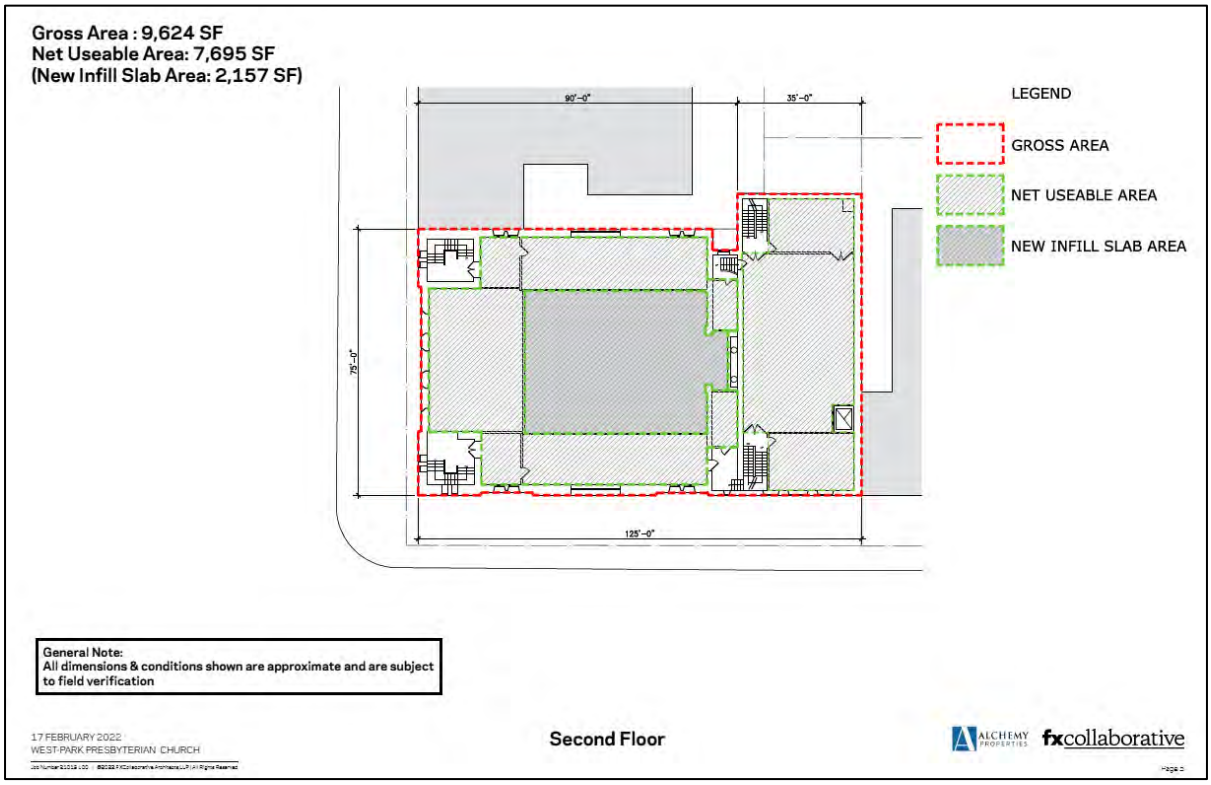
Ground Floor



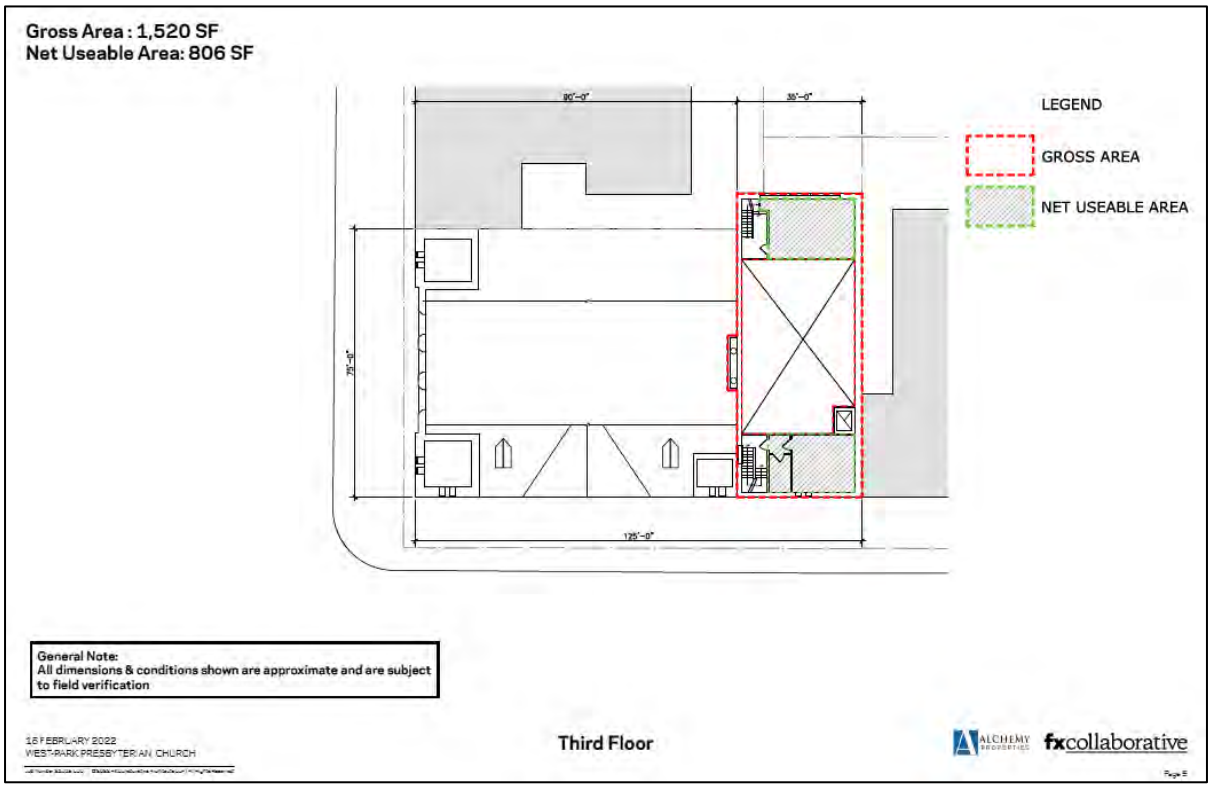
Second Floor Plan



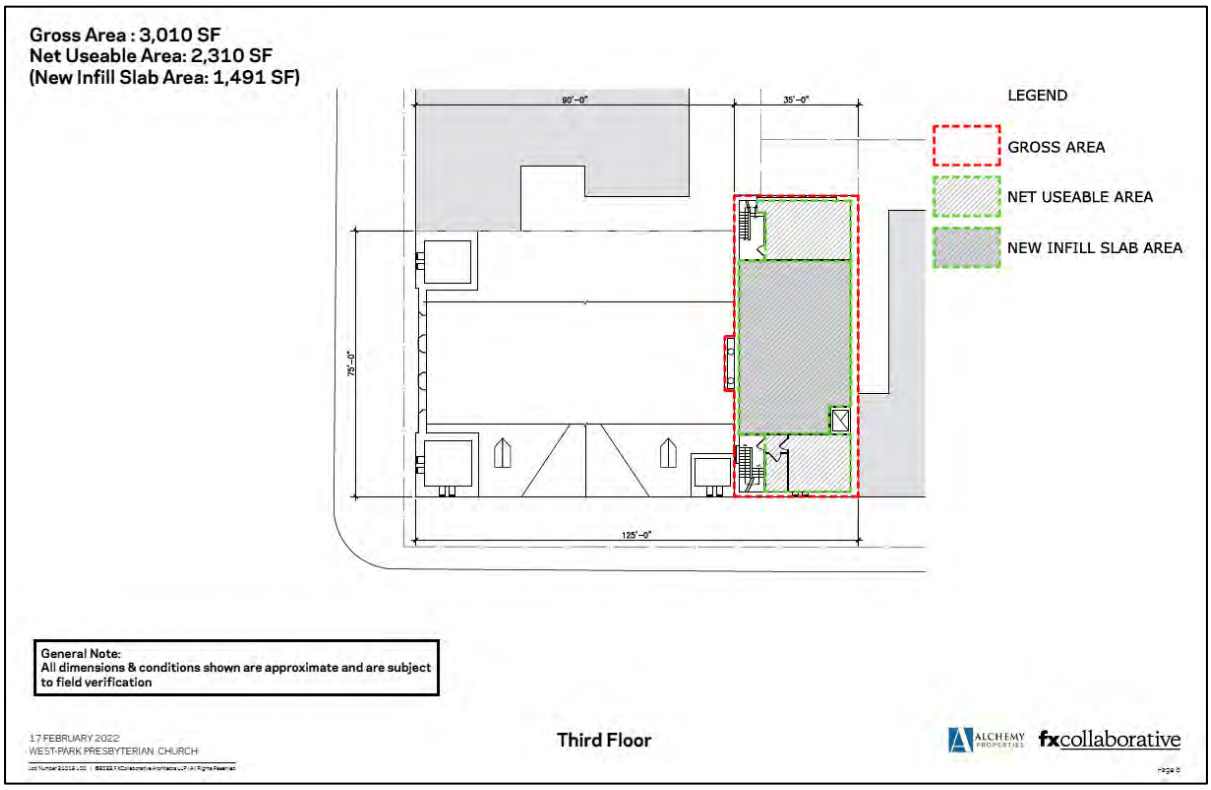
Second Floor Infill Plan



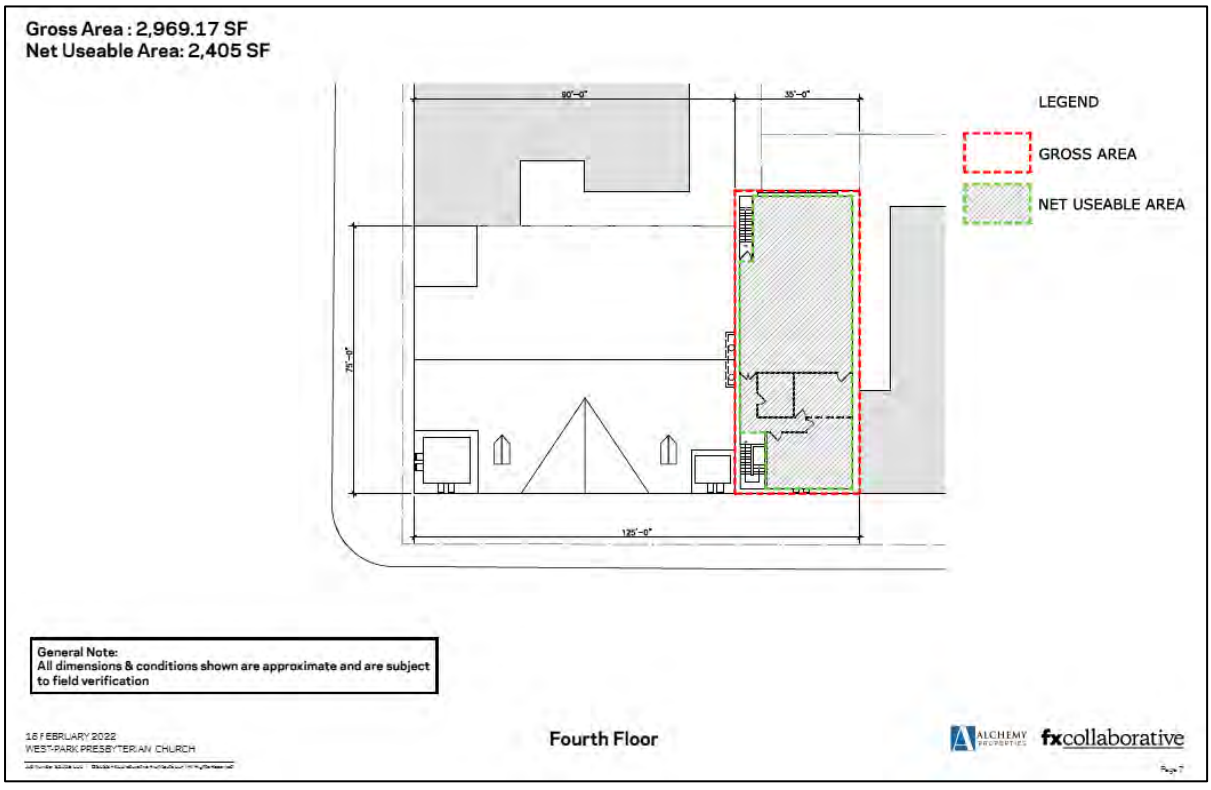
Third Floor Plan



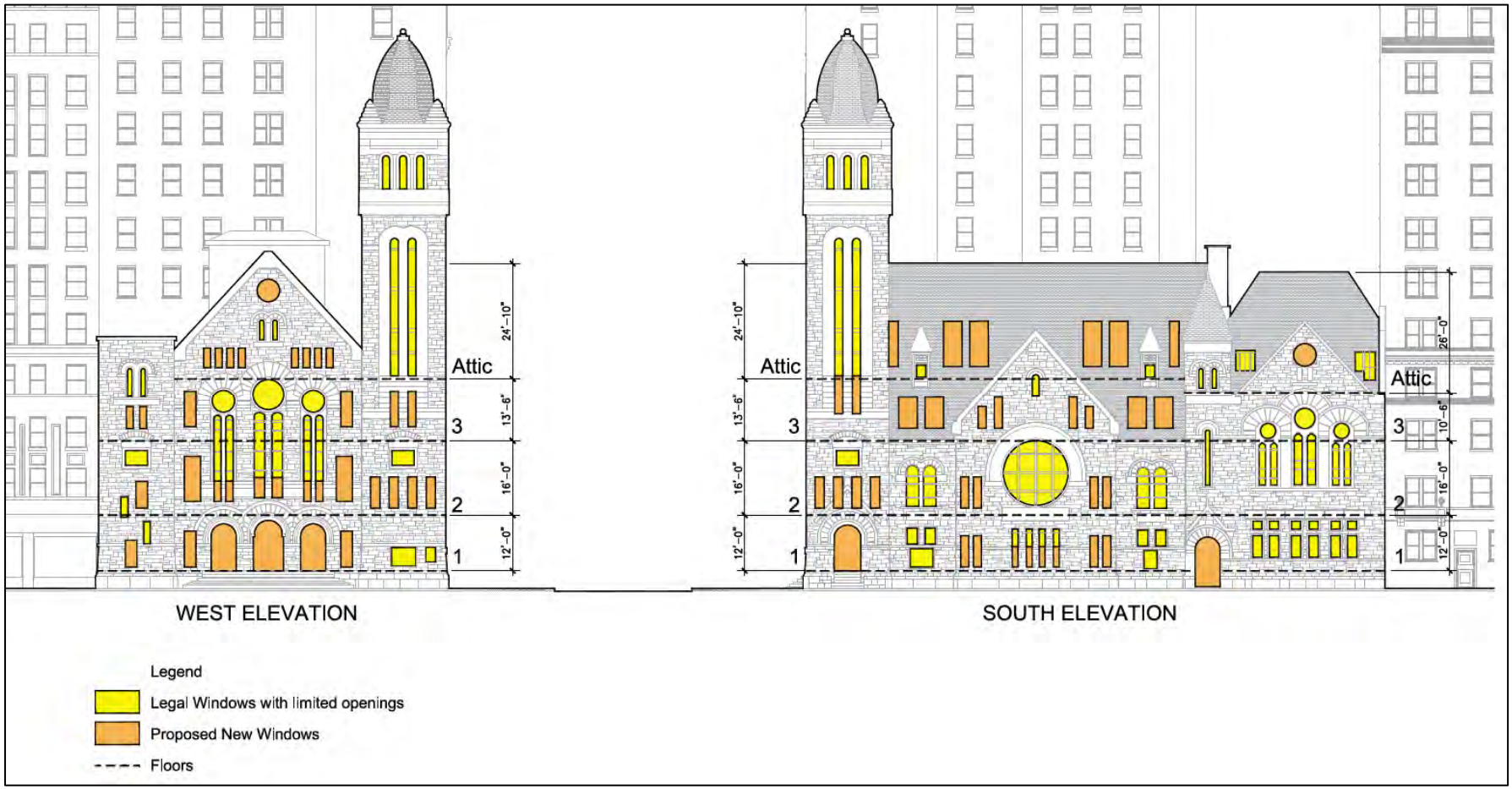
Third Floor Infill Plan



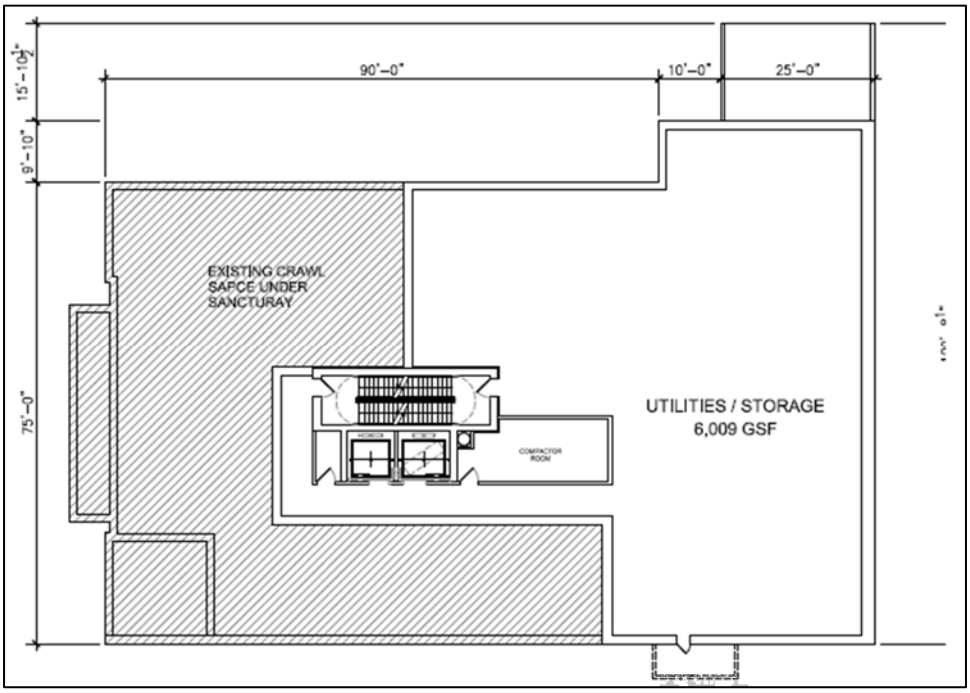
Fourth Floor Plan



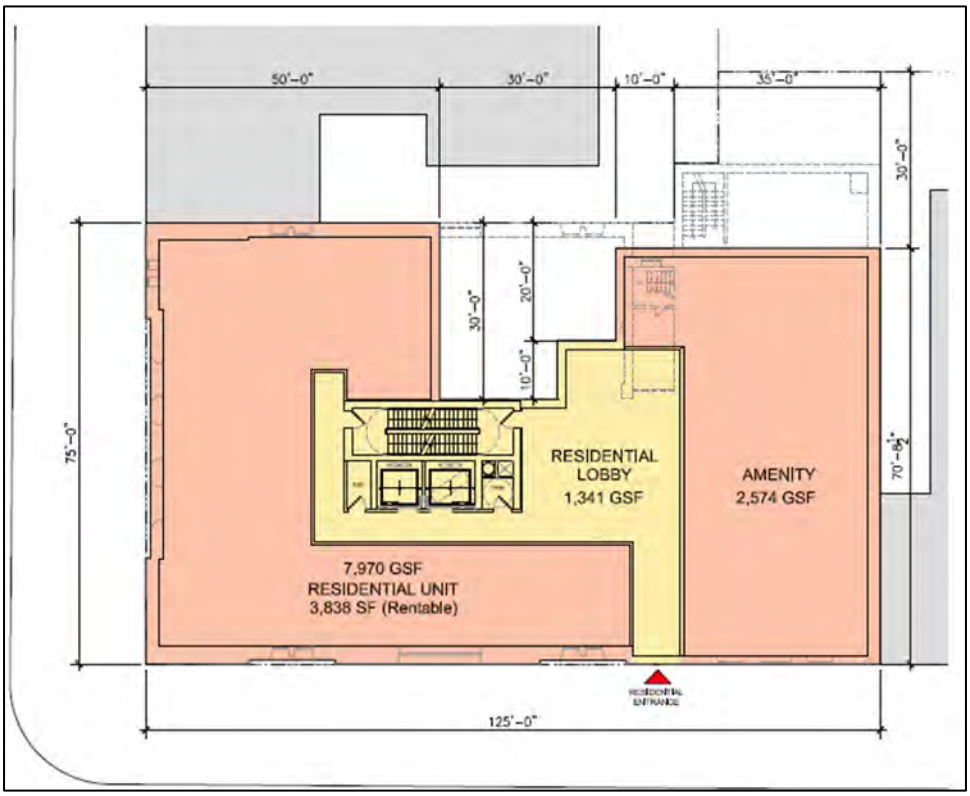
Renderings of Required Fenestration Additions for Multi-Family Scenario



Floor Plans – Multi-Family Scenario

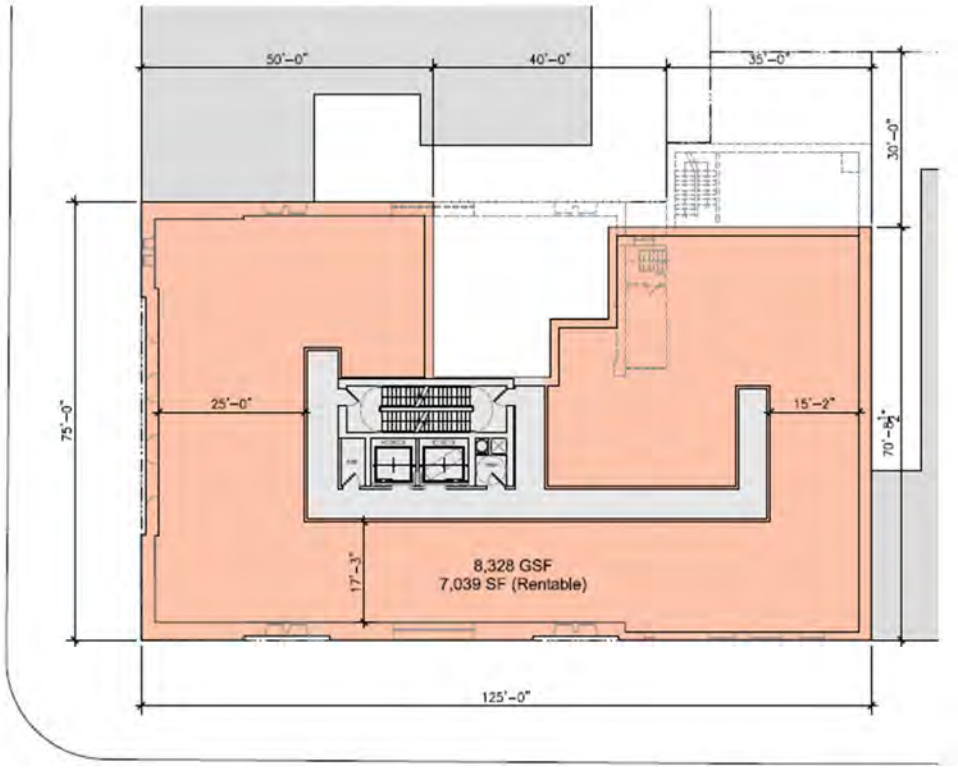


Cellar

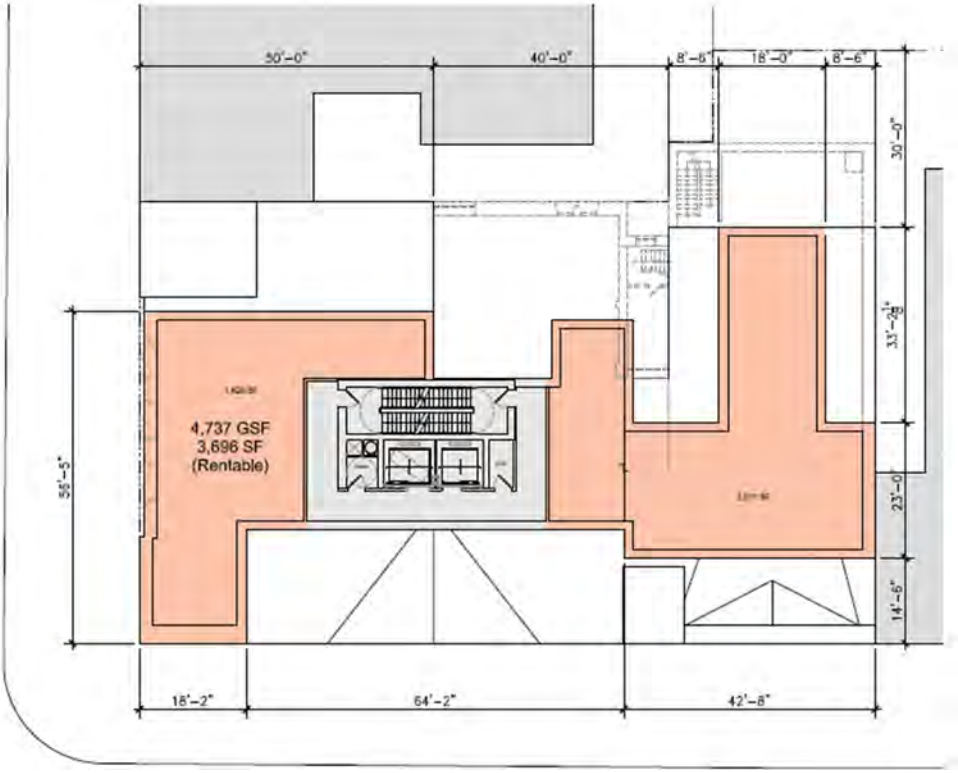


Ground Floor

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Second and Third Floors



Attic Floor

Rentable and Gross Building Areas

Based on measured areas provided by the architecture firm of FXCollaborative Architects LLP, gross building area is approximately 24,688 square feet, inclusive of basement areas for the Base scenario with a rentable area of 18,353 square feet. For the Infill Scenario, Gross Building Area is 28,335 square feet with a rentable area of 22,014 square feet.

For the Multi-Family and Mixed-Income scenarios, total Gross Building Area is 35,730 square feet across all floors and the net rentable residential area is 21,583 square feet. A summary of the residential rentable areas is presented below:

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation
1	Ground	3	1,214	Overlooking Amsterdam Ave.
2	Ground	Studio	607	Overlooking Amsterdam Ave.
3	Ground	2+Den	1,166	Corner
4	Ground	1	822	Facing West 86th Street
	Total Ground		3,809	

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation
5	Second Floor	3	1,215	Overlooking Amsterdam Ave.
6	Second Floor	Studio	604	Overlooking Amsterdam Ave.
7	Second Floor	2+Den	1,164	Corner
8	Second Floor	1	828	Facing West 86th Street
9	Second Floor	2+Den	1,119	Facing West 86th Street
10	Second Floor	2	1,084	Facing inner court
11	Second Floor	Studio	616	Facing inner court
	Total Second		6,630	

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation
12	Third Floor	3	1,215	Overlooking Amsterdam Ave.
13	Third Floor	Studio	604	Overlooking Amsterdam Ave.
14	Third Floor	2+Den	1,164	Corner
15	Third Floor	1	828	Facing West 86th Street
16	Third Floor	2+Den	1,119	Facing West 86th Street
17	Third Floor	2	1,084	Facing inner court
18	Third Floor	Studio	616	Facing inner court
19	Third Floor	2	970	Facing inner court
	Total Third		7,600	

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation
20	Attic	3	1,617	Overlooking Amsterdam Ave.
21	Attic	3	1,927	Facing inner court and West 86th
	Total Attic		3,544	
	Total Rentable		**21,583**	

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Discussion of Alternative Uses

Given the lack of windows and general transparency into the structure at the street level, certain alternative uses would not be appropriate for the subject property. Although retail uses are permitted, the subject property does not lay out efficiently. There are few large retail tenants in the market and properties the size of the subject property would require several smaller spaces. The minimal points of entry limits a multi-tenant retail option. Landmark church properties that have sought to create retail operations have generally found it to be unsuccessful over the long term. The best example is the church located at 652 Sixth Avenue at West 20th Street, known commonly as the former location of the Limelight night club. This 28,000 square foot landmark church has struggled to maintain consistent occupancy. The majority of the space remains vacant, and the small retail tenants occupying the space generate less than $1 million in income. Ownership reports it is challenging to attract tenants outside of the two small retail spaces which enjoy separate entrances and access to patio spaces. The subject property, due to its configuration, lack of accessible patio areas, and relatively inferior retail location to Limelight – in the heart of Chelsea – would find it comparatively more difficult to attract tenants.

Residential uses are also permitted at the subject property, but the configuration of the building would not be appropriate for residential uses unless a substantial portion of the building's rear was removed in order to create sufficient legal light and air. This removal would disrupt the individual landmark, and would also put at risk the structural integrity of the façade and structure. However, even considering all these constraints, this report incorporates a multi-family scenario incorporating the addition of legal windows and rear courts in order to test the economic feasibility of this effort.

The most likely use of the property, upon renovation, is a use that can be occupied by a single tenant that can make use of the existing spaces and layout, such as a church or educational use. Comparable data utilized concerns a mix of church uses, museum uses, nightclub uses and an educational use within a larger religious building.

Our interior physical inspection of the property revealed that the interior spaces appeared to be in poor to fair condition. Engineering and code reports provided by FacadeMD, Code Consultants, Inc. ("CCI") and Severud Associates Consulting Engineers P.C. ("Severud") more specifically described the dilapidated conditions of the building's main structural components including the façade, exterior walls and roof. The original reports of CCI, Severud and FacadeMD are included as an addenda to this submission, as are updated 2025 reports from Severud and FacadeMD, that were prepared in connection with the preparation of this report. Some of the key observations from each of the professional reports is summarized as follows:

> **2021 FaçadeMD Report:** This report dated December 2, 2021 detailed damage to the exterior of the property that largely concerned cracked and spalling facade, mortar cracks and general façade deterioration. FacadeMD noted detached stones, compromised windows, and cracked column stones on the West Tower, North Tower and East Tower. FacadeMD provided a lengthy array of photographs documenting the unsafe conditions of the façade. In its conclusion, FacadeMD stated, "Many of the conditions noted on the façade throughout our observations are unsafe. We advise the owner to assemble an appropriate professional team to direct a contractor to remove loose or unsafe materials from the façade, stabilize the remaining masonry and other façade elements, obtain

necessary work permits from NYC DOB and other regulatory parties and perform repairs to make the façade safe." In a follow-up to the December 2, 2021 report, FaçadeMD presented a 17-page report dated December 13, 2021 that detailed items that required repair on the sanctuary façade, roof and windows.

2025 FacadeMD Report: During our visual re-examination, we noted that the surface deterioration evident at the sandstone exterior has continued to spall and exfoliate, leading to additional missing stone materials at many locations. Without close range access, to allow physical sounding of the sandstone surfaces, we must rely on visually apparent damage. The extent of visually apparent damage has clearly increased, as shown in the attached to our separate update of the December 2, 2021 report. Our estimate of visually apparent additional spalling and surface deterioration is between 5 and 10% of the quantities noted in our previous survey.

We also noted significant additional organic growth on sandstone surfaces, prompting our concern that the depth of penetration of this additional organic material into the sandstone will result in significant additional surface spalling and exfoliation. Again, without close range access, to allow physical sounding of the sandstone surfaces, we must rely on visually apparent organic growth. The extent of visually apparent organic growth has clearly increased, as shown in the attached to our separate update of the December 2, 2021 report. We believe the additional organic growth adds validity to our estimate of between 5 and 10% of additional quantities for the surface spalling and exfoliation.

2021 Severud Report: This report dated November 16, 2021 detailed extensive interior and structural conditions observed at the property. Severud presented 10 findings and recommendations relating to the structural condition of the property. Some of the findings include the following:

Finding 1) "A section of facade adjacent to 86th street, centered on the sanctuary space, was observed to be separated from the roof by up to 4". Water can flow freely through this gap into the church space within. In addition, wood joists supporting the sanctuary ceiling were also observed to be detached from this section of the wall…This condition is concerning because the wall is not adequately braced against wind loads and the roof and sanctuary ceilings are not adequately supported." In the recommendation, Severud noted, "This condition is a public safety hazard."

Finding 3) "Various through-cracks, areas of missing or deteriorated mortar, or signs of trapped moisture were observed at the exterior brick bearing walls at the north and east faces of the building. Signs of trapped moisture were observed from the inside face of the wall at the mezzanine of the sanctuary, namely brown discolored finishes and bubbled or cracked plaster. At the rectory, two vertical cracks in the brick, approximately ten (10) feet long each and up to1/8" wide, were observed near the central window opening… It is estimated that such deterioration affects approximately 5 to 10 per cent of the overall surface area of the north and east walls." The recommendations noted, "Since the brick exterior walls also support the structural frame of the building, the noted deficiencies in the brick are a structural concern. Interior finishes should be removed to identify all such locations"

Finding 4) Various cracks and water discoloration on finishes were observed at the sanctuary ceiling or walls near or at the underside of existing wood trusses. These cracks occur at various locations along the span of the trusses, but they are particularly concentrated at the truss bearing ends. … The cracks indicate excessive deformation of the wood truss and/or excessive lateral movement or settlement in the brick bearing walls at the truss bearing points. These findings constitute a structural issue, since the trusses support a vast majority of the roof and sanctuary ceiling."

2025 Updated Severud Findings: The 2025 update confirms that several previously identified structural issues remain and in some cases have worsened. The gable façade adjacent to 86th Street continues to lean outward by approximately 12 inches, unchanged since the last survey, but still deemed excessive. A comparable lean was also observed in the northern wall at mezzanine level, though the extent has not been recently surveyed. Mortar deterioration at the southwest bell tower has advanced, with about one-third of the brickwork now in need of repointing. Around the southern stained-glass windows at mezzanine level, cracks and discoloration have worsened, indicating persistent water infiltration, while other plaster cracks remain stable. Additional concerns include visible gaps at roof truss panel points and ongoing deficiencies such as exterior brick cracks and step cracking in the attic, consistent with conditions reported in 2021.

2025 Updated Severud Recommendations: The report calls for a comprehensive stabilization and repair program. Priority measures include installing supplemental steel girts and tie rods in the attic above the sanctuary to stabilize the leaning gable and north walls, supported by new surveys to quantify displacement. The southwest bell tower requires cleaning, repointing, and roof leak repairs to prevent further masonry deterioration. Around the southern stained-glass windows, finishes should be removed to inspect concealed structural wood members, which may require reinforcement or replacement; the sources of water infiltration at window frames or roof joints must be identified and sealed. All wood truss tie rods should be tightened, and prior stabilization sketches should be followed. Finally, the report stresses that earlier recommendations covering brick cracking, attic step cracks, and sandstone cladding repairs as advised by Facade MD remain valid and should be combined with the new measures to ensure the long-term stability and safety of the structure.

CCI: CCI prepared two reports to inform the Client with respect to the property's building code compliance, as well as its accessibility. The fire protection and life safety existing conditions survey noted that, "Based on CCI's visual survey, the existing West Park Presbyterian Church (WPPC) building is in significant disrepair and would require significant and intensive upgrades to comply with any of the currently adopted and enforced New York City Construction Codes." CCI noted that upgrades are required for fire protection systems and egress, and with any renovations, enlargements or change in use and occupancy will require compliance with the applicable codes.

CCI's accessibility survey noted several elements where the building lacked accessibility, such as the lack of accessibility at all public entrances, toilet rooms, sanctuary and others. In its conclusion, CCI states, "The existing West Park Presbyterian church is inaccessible, as any person using a wheeled mobility device cannot enter or move through the building or utilize the facility with full and equal enjoyment. Any new or altered element must be

designed and constructed to be compliant with the 2010 ADA Standards (if applicable based on the planned use) and NYC Building Code accessibility requirements. If the building use changes, the ADA Path of Travel obligations must be met due to the alteration of a primary function of the facility up to 20% of the cost of the alteration work. Items not new or altered should be evaluated as items for barrier removal or documented for future barrier removal, should the use change. Per NYCBC where the value of the alteration exceeds 50 percent of the value of the existing building, or if the alteration project includes a change in the dominant occupancy use of the building, then the entire building must comply with the accessibility requirements for new construction, including but not limited to providing accessible entrances, an accessible route to all levels of the building, accessible toilet and bathing rooms, and an accessible assembly space.

Base Scenario Construction Assumptions

The Base Scenario assumes a full restoration of the deteriorating façade, a curing of the structural damage, inclusive of exterior walls and roofing, and a renovation of the interior that allows for a repurposing of the property. The full scope of the construction work cures the deficiencies identified by the consultants reports prepared by FacadeMD, Code Consultants, Inc. ("CCI") Severud Associates Consulting Engineers P.C. ("Severud"), Krypton Engineering ("Krypton"), Liberty Stained Glass Conservation ("Liberty") and Nova Construction ("Nova") were incorporated into an analysis of the subject structure. These reports and costs have been synthesized into a construction cost estimate provided by Leeding Builders Group ("LBG").

Total Construction Costs: $55,722,117

Infill Scenario Construction Assumptions

The Infill Scenario contemplates all the corrective work identified in the LBG construction cost budget, and includes an infill of approximately 3,648 square feet through a creation of additional floors within the footprint of the auditorium on the second and third floors of the building.

Total Construction Costs: $57,796,996

Multi-Family Scenario Construction Assumptions

The Multi-Family Scenario contemplates the aforementioned corrective work identified in the LBG construction cost budget and also includes infill to create 21 apartments, lobby and amenity space.

Total Construction Costs: $70,285,881

LBG Development Cost Estimates

LBG

9/5/2025

Preliminary Hard Cost - Summary
West Park Presbyterian Church - 165 West 86th Street

			A	B	C	D
TRADE DESCRIPTION	CCIP	SDI	Remain Church - Façade Restoration - No Code Improvements	Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements	Commercial / Community Facility 'White Box' with Infill - Façade Restoration, Code Improvements	Residential Use
02 40 00 - Demo	Y	Y	$0	$1,450,000	$1,450,000	$3,861,360
02 40 10 - Abatement	Y	Y	$0	$390,000	$390,000	$790,000
03 30 00 - Cast In Place Concrete	Y	Y	$0	$252,000	$397,920	$2,513,190
04 20 00 - Masonry	Y	Y	$0	$781,469	$781,469	$660,903
04 30 10 - Façade Restoration Scope w/ New Scope	Y	Y	$13,865,544	$13,865,544	$13,865,544	$13,865,544
04 30 20 - Window Restoration	Y	Y	$1,896,376	$0	$0	$0
04 30 30 - New Egress	Y	Y	$0	$127,500	$127,500	$127,500
05 10 00 - Structural Steel	Y	Y	$0	$1,230,000	$1,412,400	$525,000
05 20 00 - Misc Metal	Y	Y	$0	$343,163	$343,163	$220,393
05 20 10 - Wall Stabilization Per Severud Analysis dated July 22, 2022	Y	Y	$1,170,947	$1,170,947	$1,170,947	$1,170,947
06 05 00 - Structural Repair (Wood Framing / Trusses)	Y	Y	$0	$175,000	$175,000	$175,000
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	Y	Y	$0	$3,010,305	$3,101,505	$100,000
06 40 00 - Architectural Millwork	Y	Y	$0	$350,000	$350,000	$0
07 20 00 - Fireproofing	Y	Y	$0	$100,000	$100,000	$0
07 40 00 - Roofing / Waterproofing	Y	Y	$0	$0	$0	$1,500,000
08 10 00 - Doors, Frames & Hardware (furnish only)	Y	Y	$0	$330,000	$330,000	$8,000
08 50 00 - New Windows, Louvers, Replacement Windows	Y	Y	$0	$350,000	$350,000	$445,000
08 80 00 - Interior Glazing & Shower Doors	Y	Y	$0	$0	$0	$0
09 30 00 - Ceramic and Stone	Y	Y	$0	$48,000	$48,000	$0
09 60 00 - Wood Flooring & Carpet	Y	Y	$0	$75,000	$75,000	$0
09 90 00 - Painting	Y	Y	$0	$0	$0	$0
10 14 00 - Signage	Y	Y	$0	$25,000	$25,000	$25,000
10 80 00 - Specialties	Y	Y	$0	$25,000	$25,000	$25,000
50 00 00 Interior Fit out Allowances	Y	Y	$0	$2,468,700	$2,833,500	$8,169,150
14 20 00 - Elevators	Y	Y	$0	$200,000	$200,000	$500,000
14 85 00 - Scaffolding and Protection	Y	Y	$0	$661,750	$661,750	$0
21 00 00 - Fire Protection System	Y	Y	$0	$572,504	$651,136	$732,300
22 00 00 - Plumbing	Y	Y	$0	$435,000	$489,720	$320,000
23 00 00 - HVAC Piping & Ductwork	Y	Y	$0	$1,290,000	$1,370,256	$1,290,000
26 00 00 - Electrical & Low Voltage	Y	Y	$0	$859,537	$1,023,697	$964,436
26 50 00 - Lighting Fixtures	Y	Y	$0	$74,064	$85,008	$214,380
31 00 00 - Excavation / Foundation	Y	Y	$0	$377,000	$377,000	$1,068,000
32 30 00 - Site work	Y	Y	$0	$135,000	$135,000	$135,000
32 40 00 - Landscaping	Y	Y	$0	$0	$0	$0
01 35 04 - Site Security (Allowance)	Y	Y	$0	$330,000	$330,000	$330,000
01 35 28 - Site Safety (Excluded)	Y	Y	$0	$0	$0	$0
FFE - EXCLUDED			$0	$0	$0	$0
Trade Subtotals			$16,932,867	$31,502,483	$32,675,515	$39,736,103
General Conditions Costs		13%	$2,201,273	$4,095,323	$4,247,817	$5,165,693
Subtotal			$19,134,140	$35,597,806	$36,923,332	$44,901,796
Design Contingency		10%	$1,693,287	$3,150,248	$3,267,551	$3,973,610
Construction Contingency		10%	$1,693,287	$3,150,248	$3,267,551	$3,973,610
Subtotal			$22,520,713	$41,898,302	$43,458,435	$52,849,016
CCIP		10.00%	$2,252,071	$4,189,830	$4,345,843	$5,284,902
Subtotal			$24,772,784	$46,088,132	$47,804,278	$58,133,918
Insurance (Professional/Auto/Offsite/ Pollution)		2.50%	$563,018	$1,047,458	$1,086,461	$1,321,225
Subtotal			$25,335,802	$47,135,590	$48,890,739	$59,455,143
Construction Services Fee		4.00%	$900,829	$1,675,932	$1,738,337	$2,113,961
Subtotal			$26,236,631	$48,811,522	$50,629,077	$61,569,104
SDI		1.75%	$394,112	$733,220	$760,523	$924,858
Subtotal			$26,630,743	$49,544,742	$51,389,599	$62,493,962
Escalation 2023		5.5%	$1,464,691	$2,724,961	$2,826,428	$3,437,168
Escalation 2024		3.5%	$983,340	$1,829,440	$1,897,561	$2,307,590
Escalation 2025		3.0%	$872,363	$1,622,974	$1,683,408	$2,047,162
Total			$29,951,137	$55,722,117	$57,796,996	$70,285,881

Summary:

Development Cost Options B, C and D are considered in the Reasonable Return analysis. Option A is not relevant to the Reasonable Return analysis as this option solely estimates costs to repair the façade, restore the windows and stabilize the building. None of the required code compliance for a commercial use, alternate community facility or multifamily uses are addressed in Option A.

Additional structural costs and demising walls to create the Infill scenario in Option C are reflected in that budget scenario, representing much of the cost difference between the Infill and the Base scenarios. The residential scenario, which assumes a first-class rental apartment building, has a hard cost budget approximately $7 million greater than the infill scenario. Much of the delta of those costs concerns interior fit out of the apartments and the costs punch nearly 60 new windows of the building façade in order to create units with legal light and air.

The table below summarizes the three (3) cost scenarios employed in the Reasonable Return analysis and illustrates the annual depreciated cost permitted for the calculation of Reasonable Return, which is the total development costs multiplied by 2%. Note that in the calculation of the Reasonable Return, the annual depreciated cost is added to the annual depreciated cost of the improvements, which is the assessed value of the building multiplied by 2%.

CONSTRUCTION COSTS AND SCENARIO COMPARISON				
Construction Cost Components		**Base Scenario**	**Infill Scenario**	**Multi-Family and Mixed-Income Scenarios**
Full Scope - LBG Costs		**$31,502,483**	**$32,675,515**	**$39,736,103**
General Conditions Cost @	13.0%	$4,095,323	$4,247,817	$5,165,693
Subtotal		$35,597,806	$36,923,332	$44,901,796
Design Contingency	10.0%	$3,150,248	$3,267,552	$3,973,610
Construction Contingency	10.0%	$3,150,248	$3,267,552	$3,973,610
Subtotal		$41,898,302	$43,458,435	$52,849,017
CCIP	10.0%	$4,189,830	$4,345,843	$5,284,902
Subtotal		$46,088,133	$47,804,278	$58,133,918
Insurance (professional/auto/offsite/pollution)	2.5%	$1,047,458	$1,086,461	$1,321,225
Subtotal		$47,135,590	$48,890,739	$59,455,144
Construction Services Fee	4.0%	$1,675,932	$1,738,337	$2,113,961
Subtotal		$48,811,522	$50,629,077	$61,569,104
SDI Program	1.75%	$733,220	$760,523	$924,858
Total		**$49,544,743**	**$51,389,599**	**$62,493,962**
Escalation 2023	5.5%	$2,724,961	$2,826,428	$3,437,168
Escalation 2024	3.5%	$1,829,440	$1,897,561	$2,307,590
Escalation 2025	3.0%	$1,622,974	$1,683,408	$2,047,162
Total		**$55,722,117**	**$57,796,996**	**$70,285,881**
Annual Amortized Cost @	**2%**	**$1,114,442**	**$1,155,940**	**$1,405,718**
EXCLUDES Soft Costs, Financial Soft Costs, Lease-up Costs, etc.				

Depreciated Development Cost Calculation				
Scenario		Base	Infill	Multi-Family and Mixed-Income
Assessed Value of Subj Building Exclusive of Land		$1,757,250	$1,757,250	$1,757,250
Projected Renovation Cost (full cost)		$55,722,117	$57,796,996	$70,285,881
Total		$57,479,367	$59,554,246	$72,043,131
Annual Depreciation @	2.0%	$1,149,587	$1,191,085	$1,440,863

Soft Costs

In the Stahl York hardship application, LPC accepted certain costs to be relevant for the Reasonable Return analysis, and referenced a prior hardship application involving KISKA's 351-353 Central Park West application ("KISKA"). In this application, LPC accepted the following soft costs as relevant to the analysis:

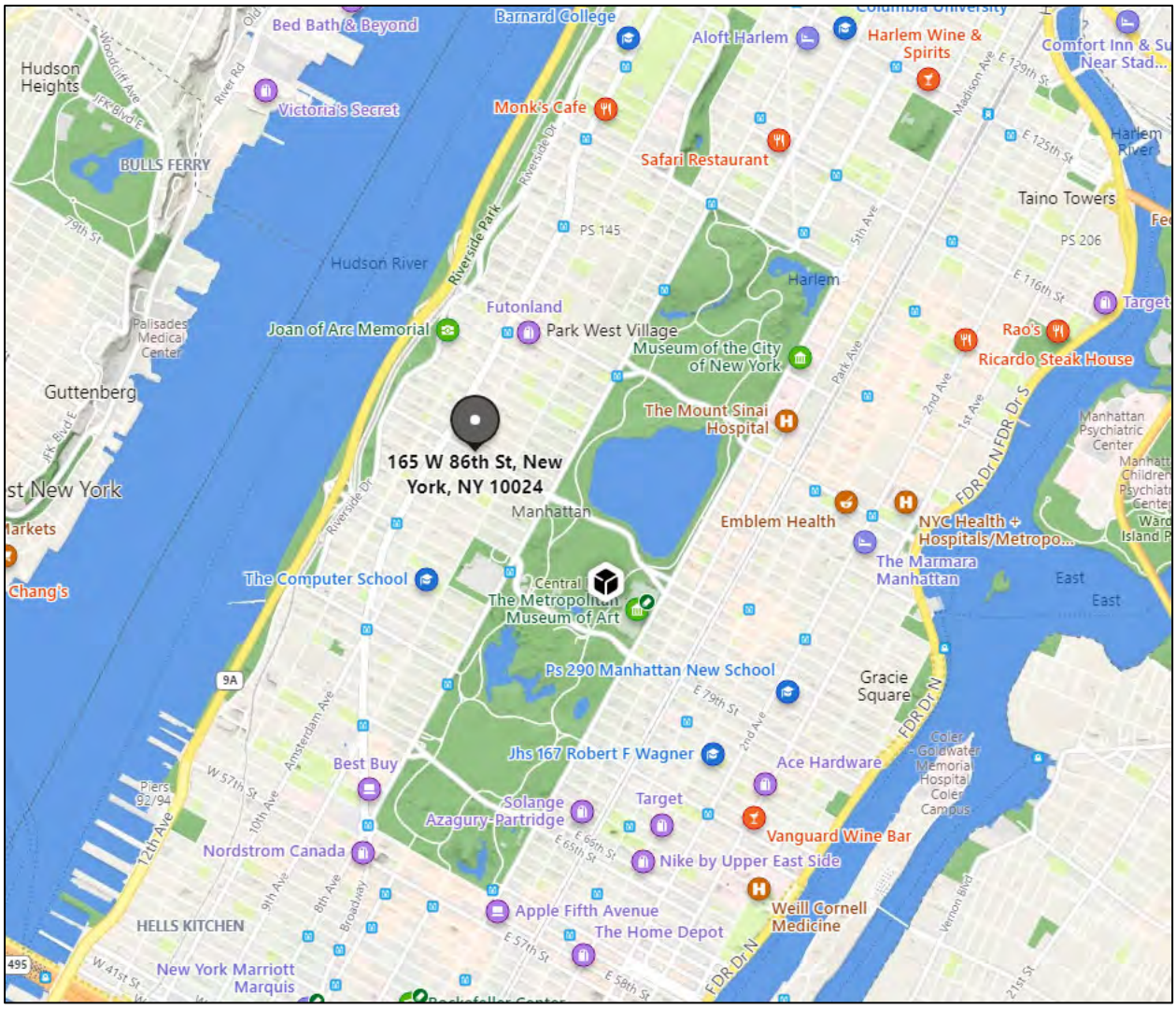
- Architects' and Engineers' Fees
- Consultants
- Soil Investigation
- Inspection and Testing
- Owner's Construction Representative *
- Insurance *
- Legal Fees
- Title and Related Costs
- Filing Fees and Permits
- Accounting
- Mortgage Recording Tax

*Cost categories included within LBG's total budget

Of the 11 soft cost items listed above, only two (2) are included within the LBG budget. They are the Owner's Construction Representative or Construction Services Fee, and Insurance, which is represented in the Contractor Controlled Insurance Program (CCIP), and Subcontractor Default Insurance (SDI) categories of the construction budget.

C. Subject Location and Surrounding Upper West Side Area

The subject property is located along the northeasterly corner of West 86th Street and Amsterdam Avenue within the Upper West Side neighborhood of Manhattan, New York. A map illustrating the subject's location is presented below:



General Area

The neighborhood of Upper West Side is one of Manhattan's most desirable residential communities characterized by relatively quiet streets and the two parks, Central Park and Riverside Park, which form its easterly and westerly borders respectively. The neighborhood is well served by a variety of public transport options and many of its residents are employed by and commute to more commercial areas in Midtown and Lower Manhattan. Central Park West, West End Avenue, and Riverside Drive are considered the best residential addresses for individual apartments, and the side streets between Central Park West and Columbus Avenue are considered as the best addresses for single-family homes within this area. Upper West Side is dominated by a high concentration of elegant and expensive apartments and private homes.

Population and Households

Trends for the population and households in the 10024 Zip Code and for the borough of Manhattan are summarized as follows:

Population Statistics					
Area	2020 Census	2025 Population	% Change From 2020	5-Year Projection 2030	% Change From 2025
Manhattan	1,694,251	1,678,294	-0.9%	1,655,556	-1.4%
Zip Code 10024	61,786	61,002	-1.3%	59,445	-2.6%
Source: ESRI					

Household Statistics					
Area	2020 Census	2025 Households	% Change From 2020	5 Year Projection 2030	% Change From 2025
Manhattan	817,782	828,017	1.3%	827,494	-0.1%
Zip Code 10024	29,889	29,952	0.2%	29,488	-1.5%
Source: ESRI					

Statistics indicate that during a period between 2020 and 2025, local area experienced a population decrease of 1.3%, while the borough's population decreased by 0.9% during the same period. During the same timeframe, the number of households located in the local area increased by 0.2%, compared to the 1.3% increase reported for the borough. Projections for the next five years estimate a 1.4% drop for Manhattan population while the local area's population is expected to continue to decrease by 2.6%. Projections for household formation indicate a similar trend for both the local area and the borough with anticipated decrease of 0.1% and an increase of 1.5%, respectively. . The data presented by ESRI is only one model of projecting population trends. According to estimates released by the Department of City Planning in May 2025, from mid-2023 to mid 2024, Manhattan grew by 2.3% from July 2022 to July 2023 and another 1.7 percent from July 2023 to July 2024.[2] DCP's current population projections expect Manhattan to grow to 1,670,000 persons by 2030.[3]

Income

Another important measure of an area's economic health is its income characteristics. A household consists of all the people occupying a single housing unit. While individual members of a household purchase goods and services, these purchases actually reflect household needs and decisions and levels of disposable income. Thus, the household (and subsequently, income) is one of the critical units to be considered when reviewing market data and forming conclusions about the demographic impact on any real property. The following charts details the median household income and per capita income for both the larger Manhattan market and the subject's local market:

[2] https://www.nyc.gov/assets/planning/downloads/pdf/our-work/reports/new-york-city-population-estimates-and-trends_may-2025.pdf

[3] https://www.nyc.gov/assets/planning/downloads/pdf/our-work/reports/nycpopulationprojections2035to2055.pdf

Median Household Income			
Area	2025 Income	5 Year Projection 2030	% Change From 2025
Manhattan	$110,382	$132,455	20.0%
Zip Code 10024	$190,141	$224,887	18.3%
Source: ESRI			

Per Capita Income			
Area	2025 Income	5 Year Projection 2030	% Change From 2025
Manhattan	$100,549	$112,887	12.3%
Zip Code 10024	$162,280	$179,896	10.9%
Source: ESRI			

Between 2025 and 2030 Median Household income for Manhattan and the Local Area is projected to increase by 18.3% and 20%, respectively. Per capita income is projected to increase by 12.3% in Manhattan and by 10.9% in the local area. The income levels in the subject area have been and are projected to remain significantly above the income levels within Manhattan. The demographic data pertaining to the income levels of the residents of the local area reflects a generally affluent population base.

Nearby and Adjacent Land Uses

The subject neighborhood is predominantly improved with two types of older multiple dwellings. The north-south avenues are lined with large, elevator apartment buildings, many built in the 1920s, a few built during the first decade of this century and a number that were constructed during the last thirty to forty years. The side streets contain four and five-story brownstones, which were originally built to house one or two families. A large number of these were subsequently converted into small rental apartment buildings.

Recreation and Cultural Facilities

The main recreational areas for Upper West Side residents are Central Park, which borders the neighborhood to the east, and Riverside Park which borders the neighborhood to the west. The parks provide a variety of facilities, including modern and traditional playgrounds, baseball diamonds, swimming pools, tennis courts, ice skating rinks, bicycle and bridle paths and opportunities for boating. The Upper West Side is known for its institutions such as the Lincoln Center, the American Museum of Natural History, New York Historical Society and the Children's Museum. Houses of worship for most major religions and denominations along with such major religious and social institutions as the Ethical Culture Society and the West Side Branch of the YMCA play a significant role in the community.

The area is well served by public, parochial and private schools at all levels. The High School of Music and Art, The Julliard School, Fordham University and Columbia are all located on the Upper West Side.

Public Transportation

Public transportation in the area is excellent and heavily used. The Eighth Avenue B and C subway lines run beneath Central Park West with local stops at 86th and 96th Streets. The 1, 2 and 3 subway lines run along Broadway with an express stop at West 96th Street. There is north and south bus service on Broadway, Amsterdam Avenue, Columbus Avenue, Riverside Drive, and Central Park West. Crosstown buses operate on 66th, 72nd, 79th, 86th and 96th Streets. The subject's location has good vehicular excess via Broadway and is convenient to the West Side Highway (9A) which is locally accessed at West 79th and West 96th Streets.

Housing Stock and Residential Development

In the vicinity of the subject property, the neighborhood is improved with mostly older, pre-war apartment buildings. Side streets feature a mix of pre-war apartment buildings, single-family and rental townhouse structures, and a few newer, post-war high-rise apartment buildings. New development in the subject neighborhood is ongoing. Primarily comprised of residential development, various new developments have recently been completed with numerous others currently under construction or planned.

Presented on the following page is a listing of various new developments that have recently been completed, under construction and planned.

Building Name	Address	# of Units	Delivered	Description	Sponsor/Developer
The Belnord	225 West 86th Street	213	Ongoing	Conversion and redevelopment of 12-story prewar full-block building	Westbrook
The Henry	211 West 84th Street	45	2026	New 18-story luxury condominium and maisonette development	Naftali
720 WEA	720 West End Avenue	130	2024	Conversion of former Salvation Army building into luxury condominiums	InterVest Capital and Glacier Equities
The Rockwell	2688 Broadway	81	2024	New 13-story condominium development	Toll Brothers
96 + Broadway	250 West 96th Street	130	2023	New 22-story luxury condominium development with retail at grade.	JVP Management
The Westly	251 West 91st Street @ Broadway	52	2022	New 20-story development on the corner of Broadway. Project utilizes a large	Adam America
2505 Broadway	2505 Broadway at West 93rd Street	44	2022	New 19-story luxury condominium development with grade retail space.	Adam America
378 WEA	378 West End Avenue at West 78th Street	18	2022	Luxury new condominium development and repurpose of existing building with	Alchemy
200 Amsterdam	200 Amsterdam Avenue @ East 70th Street	112	2021	Luxury high-rise project measuring 52 stories and 668 feet	SJP Properties, Mitsui Fudosan
The Marlow	150 West 82nd Street	27	2021	10-story project; conversion of pre-war rental building.	GreenOak
Charlotte	470 Columbus Avenue	7	2021	8-story and penthouse boutique development	Roe Corporation
212W93	212 West 93rd Street	20	2021	New 14-story condominium between Broadway and Amsterdam Aves.	Landsea

Education

The Upper West Side is home to many public and private schools. Fordham University and Columbia University dominate the list of notable institutions of secondary education. The educational facilities of Lincoln Center include the Juilliard School of Music, the School of American Ballet, and the Fiorello LaGuardia School of Music and Arts. Distinguished private schools include Trinity School and Columbia Grammar and Prep School. Additionally, the area has many public and parochial schools with very good reputations.

Conclusion

The area of Upper West Side is and is expected to remain, one of New York City's most desirable residential neighborhoods. The subject property benefits from being steps away from Riverside Park, and within walking distance from Central Park, both offering a variety of recreational opportunities. The subject has good access to public transportation and is afforded excellent vehicular access. Various retail and cultural facilities are within relatively easy reach. Demographics of the neighborhood reflect stable population and household numbers, as well as relatively high-income levels of its residents. The subject property is located along Amsterdam Avenue and West 86th Street, which is a desirable and accessible location.

D. Zoning and Code Analysis

The subject property is mapped within a zoning district identified as R10A, a General Residence District, and is mapped with a C1-5 commercial overlay and EC-2 (EC-2) Special Enhanced Commercial District-2. According to the City of New York Planning Commission, these Quality Housing contextual districts typically produce the substantial apartment buildings set on the avenues and wide streets of Manhattan, such as West End Avenue and Broadway on the Upper West Side. Commercial districts which are R10A residential district equivalent, such as C4-6A districts on Broadway and C2-8A districts on some blocks of East 96th Street, are lined with large apartment houses with street level stores. Towers are not permitted in R10A districts.

Typical new buildings are apartment buildings between 21 and 23 stories with high lot coverage and street walls set at or near the street line. The floor area ratio (FAR) is 10.0. Residential and mixed buildings can receive a residential floor area bonus for the creation or preservation of affordable housing, on-site or off-site, pursuant to the Universal Affordability Preference.[4] The maximum base height before setback, which is 155 feet within 100 feet of a wide street with a qualifying ground floor and 125 feet on a narrow street, is designed to match the height of many older apartment buildings. Above the base height, the required minimum setback is 10 feet on a wide street and 15 feet on a narrow street. The maximum height of a building is 215 feet, or 235 with UAP within 100 feet of a wide street and 185 feet beyond 100 feet of a wide street.

Higher maximum FAR and heights are available for buildings participating in the Inclusionary Housing Program or that provide certain senior facilities. Off-street parking is generally required for 40 percent of a building's dwelling units, but requirements are lower for income-restricted housing units (IRHU) and are further modified in certain areas, such as within the Transit Zone and the Manhattan Core, or for lots less than 15,000 square feet. Off-street parking requirements can be waived if 15 or fewer parking spaces are required or if the zoning lot is 10,000 square feet or less."

Use Groups

Use Groups permitted in R10A consist of most uses in Use Groups I, II and III.

C1-5 Commercial Overlay

The site also has a C1-5, Local Retail District overlay. According to the City of New York Zoning resolution, these districts are designed…

"to provide for local shopping and include a wide range of retail stores and personal service establishments which cater to frequently recurring needs. Since these establishments are required in convenient locations near all residential areas, and since they are relatively unobjectionable to nearby residences, these districts are widely mapped. The district regulations are designed to promote convenient shopping and the stability of retail development by encouraging continuous retail frontage and by prohibiting local service and manufacturing establishments which tend to break such continuity."

[4] Formerly known as the Inclusionary Housing Program.

C1 districts accommodate the retail and personal service shops needed in residential neighborhoods. These districts are often mapped as an overlay along major avenues in otherwise residentially zoned neighborhoods. They are widely mapped throughout the city. Typical uses include grocery stores, small dry cleaning establishments, restaurants and barber shops. All cater to the daily needs of the immediate neighborhood. Regulations limit commercial use to one or two floors.

Continuous, clustered retail development is desired in these districts. Local service and repair establishments are not permitted to break the retail commercial continuity. Permitted Use Groups within a C1-5 district include all residential use groups, community facilities and specified retail and commercial uses. Parking is not required within a C1-5 district which is typically mapped in a densely populated area. When mapped in a R10 district, C1-5 districts have commercial density of 2.0 for commercial uses. The C1-5 commercial overlay allows most uses in Use Groups III, IV, VI, VIII but we note that the EC-2 Enhanced commercial overlay contains certain overrides to the commercial uses and bulk.

EC-2 Enhanced Commercial

The subject property is also mapped in the Special Enhanced Commercial District 2 (EC-2) district, which includes Broadway bounded by 72nd Street and 110th Street on the west side, and 74th Street and 110th Street on the east side. EC-2 was created to maintain, over time, the general multi-store character of Broadway, while promoting a varied and active retail environment. The special district provisions apply ground floor frontage limitations for most new and expanding retail and commercial establishments and residential lobbies, and retail transparency requirements for new buildings. Overall store sizes are not restricted, and stores can be laid out with any configuration, including the basement, second story, wrapping behind, or along corner frontages. Existing commercial spaces with frontages exceeding what is permitted along Broadway in EC-3 are not affected.

The following bulk regulations apply to the subject:

The following bulk regulations apply:

Maximum Floor Area Ratio (FAR):	10.0 (12 FAR available with UAP)
Maximum Lot Coverage:	
Corner Lot:	100%
Interior/Through Lot:	80%
Base Height (Min/Max)	
Wide Street:	125 feet – 155 feet
Narrow Street:	60 feet – 125 feet
Maximum Building Height:	
Wide Street:	215 feet (235 feet with UAP)
Narrow Street:	185 feet
Minimum Required Parking:	None required in Core Manhattan

Above the maximum base height, buildings must be set back 15 feet when facing a narrow street and 10 feet when facing a wide street; the subject fronts along two (2) wide streets.

The subject site covers a total plot area of 10,157 square feet. The maximum building area permitted, if the site was vacant and available for development to its Highest and Best Use, is as follows:

Plot Size (SF)		FAR		Maximum Building Area (SF)
10,157	x	10.0	=	101,570

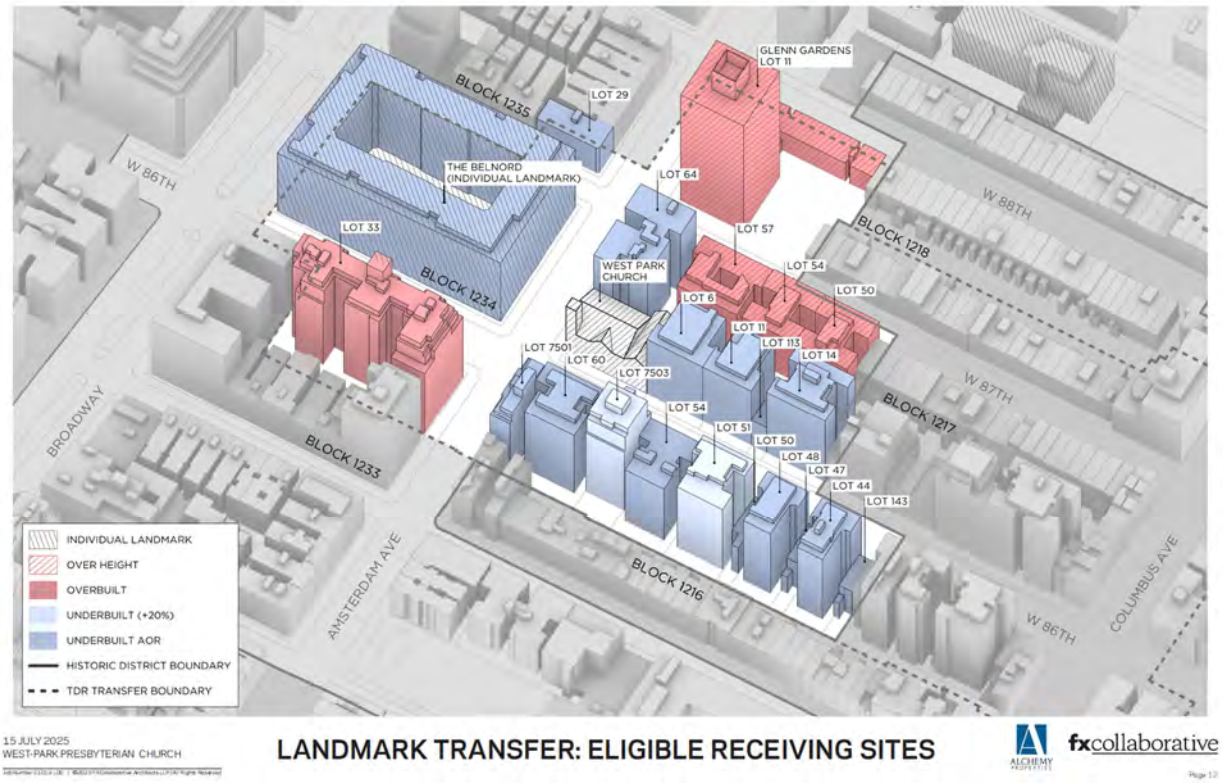
Universal Affordability Preference (UAP)

UAP was established in December 2024 under the City of Yes for Housing Opportunity (COYHO) amendment to the New York City Zoning Resolution. Under this policy, buildings in medium- and high-density residential districts across the city can build 20% more housing if the additional homes are permanently affordable. UAP was designed to enable incremental affordable housing growth throughout the city. UAP applies to R6 through R10 zoning districts. UAP developments can increase their maximum Floor Area Ratio (FAR) by providing permanently affordable housing for residents with incomes at or below a weighted average of 60% of the Area Median Income (AMI) where there are no more than three income bands, no income band exceeds 100% AMI, and for UAP sites with 10,000 square feet or more of Affordable Floor Area (AFA), at least 20% of the AFA is provided at or below 40% AMI.

Underbuilt Condition and Available Excess Development Rights

The Zoning Resolution (Section 75-42) provides a special transfer process to some of the landmarks designated by the LPC. This transfer provision allows individual landmarks within or in mid- and high-density zoning districts to transfer unused development rights not only to adjacent lots, but also to lots across the street or to parcels facing the granting site block. Owners seeking to transfer TDRs through the landmark program rather than a zoning lot merger, however, must secure a Certification from the Chairperson of the City Planning Commission. The number of eligible sites was expanded under COYHO and the program is seeing an uptick in usage, where feasible.

FX Collaborative conducted a study to explore if any of the eligible nearby sites under ZR 75-42 could be likely candidates to receive the subject's unused development rights. Despite the enhanced flexibility to transfer landmark air rights under 75-42, due to the land uses of the receiving sites in the neighborhood, there is a lack of demand for these development rights and no legitimate receiving sites, as all potential receiving sites are improved with either individual landmarks, cooperative or condominium apartment buildings – which are highly unlikely to be purchasers of development rights – or rental apartments with rent regulations in place. The costs associated with efficiently using any of the subject development rights is likely to be unfeasible for any of the apartment buildings.



Conclusion:

The subject site contains approximately 10,157 square feet, indicating a basic maximum Zoning Floor Area of 101,570. If developed with UAP bonuses, the total ZFA achievable on the site is 121,884 square feet. Based on the present zoning ordinance, the subject property is legally conforming as to use, but may have non-complying elements with respect to setbacks and rear yards. It is assumed for the multifamily scenarios that any non-compliance will be cured.

The CCI analysis of the current improvements indicated the existing improvements lacked compliance for both life safety and ingress/egress. A formal zoning analysis was not provided in connection with this report which address the level of zoning non-conformance or non-compliance with respect to bulk and use. We note that the improvements were constructed long before the enactment of the current zoning code and the improvements are considered to be legal, non-complying.

E. Real Estate Assessed Valuation and Tax Data

The subject property is identified on the New York City tax rolls as Block 1217, Lot 1. According to the New York City tax records, the property is identified as Class IV property. The Property Division of the City of New York Department of Finance assigns both an actual and transitional assessment to real property. Real estate taxes are typically calculated based on the lower of the two assessments. Assessments are theoretically based on 45% of the assessor's fair market value conclusion.

The historical tax rates for Class IV property indicate an average annual change in the tax rate of 0.08% over the past ten years. The current Class IV tax rate is 10.762%, or $10.762 per $100 of assessed value.

The subject's most recent tentative values are as follows:

Assessed Value	2025/26
Land Assessment	$2,047,500
Building Assessment	$1,757,250
Total Assessment	$3,804,750

Comparable Assessments

We have researched assessed values of comparable church properties in Manhattan's Upper West Side and Upper East Side. The subject's taxable 2025/26 assessment is $3,804,750 or $237.75 per square foot, based on the building area the City of New York has for the subject property. We have compared the subject assessment with assessments of similar church properties to determine if the subject's assessment is within market levels. The table below contains the array of comparable assessments.

Address	Religious Facility	Block / Lot	Department of Finance Listed Sq. Ft.	2025/26 Assessments Land Assessment	Building Assessment	Total Assessment	PSF
SUBJECT	West-Park Presbyterian	1217 / 1	16,003	$2,047,500	$1,757,250	$3,804,750	$237.75
15 West 86th Street	The Society for the Advancement of Judaism	1200 / 23	11,955	$1,030,500	$1,151,550	$2,182,050	$182.52
351 East 74th Street	Jan Hus	1449 / 20	16,975	$1,471,500	$2,540,250	$4,011,750	$236.33
748 Amsterdam Ave	Holy Name of Jesus RC	1868 / 29	7,080	$592,200	$577,350	$1,169,550	$165.19
409 East 79th Street	St. Monica's	1559 / 5	70,081	$5,805,000	$6,111,900	$11,916,900	$170.04

Statistic	$/PSF
Minimum	$165.19
Maximum	$236.33
Average	$188.52
Subject	$237.75

The subject's assessment per square foot – according to the DOF – is above the assessments of the comparable church buildings. This further illustrates that it is appropriate to use the subject current assessment to calculate the Reasonable Return analysis.

Exempt Status:
The subject property has long enjoyed a full exemption from real estate taxes. The property continues to be assessed by the City of New York Department of Finance, but has no obligations to pay any real estate taxes.

Use of Assessments in Reasonable Return Calculations:
Although the property is exempt from real estate taxes, the property's assessments are used in two ways in this Economic Analysis Report.

First, the building assessment is a component of the total improvement cost used to calculated annual depreciation. We are guided by RCNY 25-302, which states in the calculation of Reasonable Return that an expense may include, "… an allowance for depreciation of two per centum of the assessed value of the improvement, exclusive of the land…" The Building Assessment of $1,757,250 is added to the total renovation costs for each scenario to compute the basis for the depreciation calculation.

Second, in computing the Reasonable Return, the calculation is based on, "…a net annual return of six per centum of the valuation of an improvement parcel…Such valuation shall be the current assessed valuation established by the city, which is in effect at the time of the filing of the request for a certificate of appropriateness…" The Reasonable Return analysis translates the capitalized NOI from market value to assessed value to calculate this Reasonable Return and whether the 6% threshold is achieved under either scenario. It is noted that none of the scenarios produce a reasonable return, and only one scenario produces a positive income, before factoring in real estate taxes. When real estate taxes are included, no positive return is achieved in any of the scenarios.

Effective Tax Rate Computation
The actual taxes are not utilized in the Reasonable Return analysis, and the effective tax rate is added to the base capitalization to establish the loaded capitalization rate.

For the Base and Infill scenarios, Class IV rates are utilized. The effective tax rate is computed as follows: Assessment Ratio x Tax Rate = Effective Tax Rate. In the case of the subject, the assessment ratio for Class IV properties is 45%, the Tax Rate is 10.762% and the effective tax rate is 4.8429%, which we have rounded to 4.843%.

For the Multi-Family scenario, Class II rates are utilized. The effective tax rate is computed as follows: Assessment Ratio x Tax Rate = Effective Tax Rate. In the case of the subject, the assessment ratio for Class II properties is 45%, the Tax Rate is 12.500% and the effective tax rate is 5.625%.

For the Mixed-Income (467m) scenario, we project a 90% abatement of the post-renovation real estate tax burden in accordance with the benefits of the 467m program. The 467-m program, officially known as the Affordable Housing from Commercial Conversions Tax Incentive Benefits, was enacted in 2024 by the New York State Legislature and implemented by the NYC Department of Housing Preservation and Development (HPD) in early 2025. It was introduced alongside other tax incentive programs like 485-x and a retooled 421-a, with the goal of addressing both the oversupply of underutilized office and commercial buildings and the acute housing shortage across the city. Under the program, buildings that were previously used primarily for non-residential purposes can be converted into rental housing of at least six units, provided they meet affordability and timeline requirements. Construction must commence between December 2022 and June 2031, with

completion by December 2039, and at least 25% of units must be permanently affordable and rent-stabilized. It is assumed for purposes of analysis that the subject would qualify for the most valuable benefit program.

The benefits of 467-m are substantial, making conversions financially viable where they might otherwise be cost prohibitive. During the construction period, projects receive a full exemption from real property taxes, followed by up to 35 years of partial tax relief depending on when work begins. Unlike 485-x, the program does not mandate prevailing wages for construction workers, which lowers costs considerably, though service employees in larger buildings generally must be paid prevailing wages. Affordability requirements are structured to ensure deep and broad access, including a portion of units at 40% of Area Median Income (AMI), a weighted average not exceeding 80% AMI, and limits on the number and depth of income bands. These conditions create long-term stability by ensuring the affordable component remains integrated and rent-stabilized.

The structure of the tax exemption under 467-m is highly favorable. During construction, projects receive a 100% exemption on real property taxes (excluding local assessments). After conversion, the benefits vary by timing and location. For buildings within Manhattan south of 96th Street (the Prime Development Area), the exemption begins at 90% of the increased assessed value for the first year after completion, gradually declining in phases until expiration of the benefit term. Depending on when construction starts, projects can receive 35 years of benefits if work begins before June 2026, 30 years if before June 2028, and 25 years if before June 2031. Outside of the Prime Development Area, exemption percentages are structured slightly differently, but the savings remain significant, allowing developers to stabilize operations while delivering a meaningful share of permanently affordable housing.

For the purposes of analysis, this scenario assumes that the benefit is permanent in the calculation of reasonable return. This is a conservative assumption that artificially raises the income for reasonable return.

F. Development Costs Assumptions – All Scenarios

Below is a summary of the LBG cost estimates with additional necessary development costs such as general conditions, contingencies, Contractor Controlled Insurance Program (CCIP), insurance, construction services fee and Subcontractor Default Insurance (SDI). LBG escalates the costs estimated in 2022 through 2025 annually at a rate of 5.5% during 2023, 3.5% during 2024 and 3.0% during 2025.

CONSTRUCTION COSTS AND SCENARIO COMPARISON				
Construction Cost Components		**Base Scenario**	**Infill Scenario**	**Multi-Family and Mixed-Income Scenarios**
Full Scope - LBG Costs		**$31,502,483**	**$32,675,515**	**$39,736,103**
General Conditions Cost @	13.0%	$4,095,323	$4,247,817	$5,165,693
Subtotal		$35,597,806	$36,923,332	$44,901,796
Design Contingency	10.0%	$3,150,248	$3,267,552	$3,973,610
Construction Contingency	10.0%	$3,150,248	$3,267,552	$3,973,610
Subtotal		$41,898,302	$43,458,435	$52,849,017
CCIP	10.0%	$4,189,830	$4,345,843	$5,284,902
Subtotal		$46,088,133	$47,804,278	$58,133,918
Insurance (professional/auto/offsite/pollution)	2.5%	$1,047,458	$1,086,461	$1,321,225
Subtotal		$47,135,590	$48,890,739	$59,455,144
Construction Services Fee	4.0%	$1,675,932	$1,738,337	$2,113,961
Subtotal		$48,811,522	$50,629,077	$61,569,104
SDI Program	1.75%	$733,220	$760,523	$924,858
Total		**$49,544,743**	**$51,389,599**	**$62,493,962**
Escalation 2023	5.5%	$2,724,961	$2,826,428	$3,437,168
Escalation 2024	3.5%	$1,829,440	$1,897,561	$2,307,590
Escalation 2025	3.0%	$1,622,974	$1,683,408	$2,047,162
Total		**$55,722,117**	**$57,796,996**	**$70,285,881**
Annual Amortized Cost @	**2%**	**$1,114,442**	**$1,155,940**	**$1,405,718**
EXCLUDES Soft Costs, Financial Soft Costs, Lease-up Costs, etc.				

G. Income and Expense Estimates:

Base and Infill Scenarios

Stabilized Income Estimates

As discussed in greater detail below, we estimated market rent for all rentable spaces in the subject property under both development options in order to estimate stabilized income upon completion. Based on comparable commercial and community facility data uncovered in the subject market and competing markets, we developed the following estimated market rents, vacancy and collection loss factors and stabilized effective gross income. The community facility rental analysis is presented in the Addenda to this report.

Conclusion of Market Rent and Vacancy – Both Scenarios

Class	Class IV	Class IV
Potential Space Use	**Base Scenario**	**Infill Scenario**
Rentable Building Sq. Ft.	18,353	22,014
Rent PSF	$55.00	$55.00
PGI	$1,009,415	$1,210,770
Less: Vacancy and Collection Loss @ %	5.0%	5.0%
Less: Vacancy and Collection Loss @ $	($50,471)	($60,539)
Effective Gross Income	**$958,944**	**$1,150,232**

We note that the previous tenant occupies the subject property at an annualized rate of less than $2.00 per square foot. Ownership has entered into agreements to provide temporary space through 2025. The monthly income generated from these agreements averages $16,726 per month or an annualized rate of $200,712 or $10.94 per square foot. A summary of the temporary tenants is presented below:

West Park Presbyterian Church - Income and Expenses: Cash Basis
2025

	Actual							Budget					
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Income													
Space Use Income													
Center at West Park	5,253	2,627	2,627	2,627	2,627	-	1,313	-	-	-	-	-	17,073
Matt Dillon							-	4,800	2,400	2,400	2,400	2,400	14,400
Lighthouse							11,910	-	5,310	5,310	6,600	6,795	35,925
Ballet and Beyond							-	4,000	-	-	-	-	4,000
Manhattan Rhythmics							-	-	6,000	6,000	6,000	6,000	24,000
Theatre 86 (Russian Arts)							3,000	3,000	3,000	3,000	3,000	3,000	18,000
Barney Greengrass							2,000						

Summary of Temporary Tenants by Monthly Rent

Temporary Tenant	Period	Monthly Rent	Annualized	SF	$/PSF
Matt Dillon Playroom	Aug-Dec	$2,400	$28,800	647	$44.51
Lighthouse	July-December	$5,988	$71,850	*	---
Ballet and Beyond**	August	$4,000	$48,000	1,535	$31.27
Manhattan Rythmics**	Sep-Dec	$6,000	$72,000	1,535	$46.91
Theater 86 (Russian Arts)	July-Dec	$3,000	$36,000	2,943	$12.23
Annualized Rent			**$256,650**		
Total Scheduled Rent through December (Actual)			**$113,398**		

*Sanctuary rental for 3-4 hours per week
**Rent the same 1,535 sf gym., Ballet and Beyond gave notice and rented for one (1) month

We note that under these temporary arrangements the ownership of the subject property is shouldering the burden with respect to operating expenses, which are running in excess of $112,000 per annum in 2025.

Stabilized Operating Expense Estimates

Insurance: This expense estimate is for general liability and fire insurance premiums for the subject property. The 2024 insurance premium for Property/Casualty and General Liability was $63,451 or $3.46 per square foot. Through 2025, the projected expenses is anticipated to be $60,974. This expense reflects the unstable condition of the subject property and the lack of regular occupants. Insurance rates have escalated rapidly over the past several years. The 2024 expenses mark an 11%

over 2022 expense. Typically, smaller commercial structures have expenses in the range of $0.75 to $2.00 per square foot. We estimate an expense towards the midpoint of this range at $1.50 per gross square foot.

Professional Fees: This expense estimate covers annual, recurring professional fees for legal and accounting purposes. We estimate this expense at $7,500 per annum under both scenarios. It is assumed that the property will be a single-tenant asset with relatively simple professional requirements.

Structural Repairs: It is assumed that under this Net lease that the tenant will be wholly responsible for interior maintenance and repairs. We have assumed that the landlord will be responsible for any structural repairs. We estimate a small expense in this category of $0.50 per square foot given that the valuation assumptions presumes that the property has been renovated cured of interior and exterior deficiencies.

Management and Leasing: Management fees for a small, single-tenant property are generally in the range of 1.0% to 3.0% per annum. We have estimated this expense at 2.0% per annum. We have also provided for a recurring leasing commissions cost. Standard practice in NYC is that on a 10-year deal with no broker overrides, total commissions are roughly equal to 32% of first year rent. With full broker overrides, this increases to 48% of first year rent. We assume the midpoint of this range at 40% of the first year income, amortized over a 10-year period is 4% of annual rent. Together, the management and leasing commissions are estimated to be 6% of effective gross income.

Depreciation Calculation: Per the guidance of the LPC Statute, the depreciation calculation is 2% of the improvement cost and building assessment. The computation of the inputs is presented below. Note that in presenting the Reasonable Return Analysis, the capitalized Net Operating Income after expenses is translated into an assessed value using the 45% assessment ratio.

Depreciated Development Cost Calculation			
Scenario		**Base**	**Infill**
Assessed Value of Subj Building Exclusive of Land		$1,757,250	$1,757,250
Projected Renovation Cost (full cost)		$55,722,117	$57,796,996
Total		$57,479,367	$59,554,246
Annual Depreciation @	2.0%	$1,149,587	$1,191,085

Subject Property Expenses – Exclusive of Depreciated Costs and Real Estate Taxes

Potential Space Use		Base Scenario	Infill Scenario
Expenses			
Insurance PSF @	$1.50	$27,530	$33,021
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	$11,007
Management and Leasing % EGI @	6.00%	$57,537	$69,014
Expenses Before Amortized Dev Costs and RE Taxes		***$101,743***	***$120,542***

Net Operating Calculation – Before Real Estate Taxes

Class		**Class IV**	**Class IV**
Potential Space Use		**Base Scenario**	**Infill Scenario**
Rentable Building Sq. Ft.		18,353	22,014
Rent PSF		$55.00	$55.00
PGI		$1,009,415	$1,210,770
Less: Vacancy and Collection Loss @ %		5.0%	5.0%
Less: Vacancy and Collection Loss @ $		($50,471)	($60,539)
Effective Gross Income		**$958,944**	**$1,150,232**

Potential Space Use		Base Scenario	Infill Scenario
Expenses			
Insurance PSF @	$1.50	$27,530	$33,021
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	$11,007
Management and Leasing % EGI @	6.00%	$57,537	$69,014
Expenses Before Amortized Dev Costs and RE Taxes		***$101,743***	***$120,542***
NOI BEFORE Amortized Dev Costs and RE Taxes		**$857,202**	**$1,029,690**
Less: Amortized Development Costs		($1,149,587)	($1,191,085)
Net Operating Income (w/out Real Estate Taxes)		**($292,386)**	**($161,395)**

Conclusion:

The above analysis demonstrates a negative Net Operating Income of -$292,386 and -$161,395 for the Base and Infill scenarios, respectively. This negative figure is achieved before incorporation of real estate taxes as an expense. With negative net incomes it is impossible to test for a reasonable return, as the return is negative.

Multi-Family and Mixed-Income Scenarios

Stabilized Income Estimates

As discussed in greater detail below, we estimated market rent for apartments that can be developed in the subject property in order to estimate stabilized income upon completion. Based on comparable apartment rental data uncovered in the subject Upper West Side market, we developed the following estimated market rents, vacancy and collection loss factors and stabilized effective gross income. The residential market analysis is presented in the Addenda to this report.

Conclusion of Market Rent and Vacancy – Multi-Family Scenario

Summary of Projected Market Rent Statistics

Statistical Summary of Rent Projections					
Unit Type	# of Units	Min Rent	Max Rent	Avg Rent	Avg Rent PSF
Studio	5	$3,960	$4,680	$4,296	$84.65
1	3	$5,100	$5,640	$5,420	$78.73
2	3	$7,440	$7,680	$7,540	$86.72
2+Den	5	$7,800	$8,880	$8,472	$88.77
3	5	$9,000	$14,400	$11,136	$93.30
Totals	**21**			**$7,543**	**$88.07**

Affordable Housing Rents – Mixed-Income Scenario

In order to comply with the 467m program, at least 25% of the units must be affordable housing units, and 5% of the 25% must be 40% Area Median Income (AMI) units. The weighted average AMI of all income bands for the affordable housing units cannot exceed 80% and no income band can exceed 100% of AMI. Therefore, six (6) of the subject property units are allocated to affordable housing units, pro-rata with the programming. We project the following units will be affordable and have projected the following rents. The rents were based on the 2025 New York City Affordable Monthly Rents.[5] We note that the average monthly rent is $2,876 and the average monthly rent for 80% AMI units for this unit mix is $2,910, indicating that this unit mix and monthly rents complies with 467m.

Affordable Unit	Unit #	AMI	Rent	SF	PSF	Floor
Studio	11	40%	$1,134	616	$22.09	Second
1	4	80%	$2,430	822	$35.47	Ground
2	10	80%	$2,916	1,084	$32.28	Second
2+	9	80%	$2,916	1,119	$31.27	Second
2	19	100%	$3,645	970	$45.09	Third
3	1	100%	$4,212	1,214	$41.63	Ground

[5] https://www.nyc.gov/site/hpd/services-and-information/area-median-income.page

Summary of Potential Gross Income

Class		Class II	467m
Potential Space Use		**Multi-Family**	**Multi-Family**
Rentable Residential Sq. Ft.		21,583	21,583
Total # Residential Units	**p/ Mo.**	21	21
Potential Gross Income - Apartments	$7,543	$1,900,800	$1,608,156
Potential Gross Income - Amenity and misc income (mkt only)	$300	$75,600	$57,600
Total Potential Gross Income		**$1,976,400**	**$1,665,756**
Less: Vacancy and Collection Loss @ %		3.50%	3.00%
Less: Vacancy and Collection Loss @ $		($66,528)	($48,245)
Effective Gross Income		**$1,909,872**	**$1,617,511**
Per Unit / Mo.		*$7,579*	*$6,419*
Per RSF - Annual		*$88.49*	*$74.94*

Stabilized Operating Expense Estimates

Insurance: This expense estimate is for general liability and fire insurance premiums for the subject property. Current insurance premiums are $60,974 per annum; however, this reflects the unstable condition of the subject property. With the recent rise in insurance rates, smaller apartment properties exhibit insurance expenses in the range of $1,500 to $2,500 per unit. We estimate an expense towards the higher end of this range at $2,000 per unit which equates to a figure of $1.17 per gross square foot. We note that at an average unit size of 1,028 rentable square feet, these units are large in comparison to many rental units in this market.

Utilities: This expense is comprised of electric, water and sewer, fuel for heating and cooking gas. We estimate a cost of $2,000 per unit, which is in line not only with comparable costs for new/converted projects, but is in line with 2023 Rent Guidelines Board (RGB) expense estimates for Core Manhattan properties published in March 2025. For post 1973 buildings – used because this hypothetical conversion will occur in 2022 – utilities costs total $3,612 per unit. Both Core Manhattan and Manhattan exhibit similar statistics in this category.

Payroll: This expense covers the salaries, benefits and payroll taxes of building employees. We have conservatively estimated that in order to generate the subject rents that staffing required would consist of an off-site superintendent and a part-time superintendent's assistant/porter. Total payroll for these two part-time employees is estimated to be $5,000 per apartment or $105,000 per annum. We note that neither concierge nor doorman service is assumed for this project and that tenant entry will be through coded entry and virtual doorman service.

Turnover Costs: In order to maintain the estimated market rents, annual repairs, maintenance and turnover costs are necessary. As the property is anticipated to be a new conversion, effectively a new development property, this expense is estimated at $1,500 per unit as intensive repairs are not anticipated in the first several years of operation.

Service Contracts: We have separately estimated service contracts for the building comprising of elevator maintenance and virtual doorman service. The property is anticipated to have two (2)

passenger elevators. Based on comparable data for similar size buildings in this market, we estimate an annual elevator service contract to be $8,500 per annum. As it relates to virtual doorman service, we have assumed that the property will be able to achieve the projected market rents with a virtual doorman service in place of a full-time doorman and/or security service. Based on comparable expenses we estimate this cost at $500 per month or $6,000 per annum. Combined, these contracts total $14,500 per annum and we have rounded this figure to $15,000 per annum.

Professional Fees: This expense estimate covers annual, recurring professional fees for legal and accounting purposes. We estimate this expense at $8,500 per annum or $400 per unit, which is within the range typically observed for small apartment properties.

Miscellaneous and Amenity Operating Expenses: The property is anticipated to have 2,547 square feet of ground level amenity space that is accessory to the residential use. The amenity space will likely be programmed with a small fitness facility and tenant lounge, both of which will require regular cleaning, maintenance and general upkeep. We have estimated a cost of $15,000 to cover this, and other miscellaneous expenses.

Management and Leasing: Management fees for a small, luxury rental property are generally in the range of 2.0% to 6.0% per annum. We have estimated this expense at 5.0% per annum, which provides for recurring leasing commissions cost. Standard practice in NYC is that on a one-year lease, broker commissions are roughly equal to one months' rent. Assuming a turnover of 25% of the units annually, this annual cost approximates to 2% of potential gross income.

Subject Property Expenses – Exclusive of Depreciated Costs and Real Estate Taxes

Class		Class II	467m
Potential Space Use		Multi-Family	Multi-Family
Expenses	**p/unit**	**Annual**	**Annual**
Insurance Per Unit @	$2,000	$42,000	$42,000
Utilities Per Unit @	$2,000	$42,000	$42,000
Payroll p/annum @	$5,000	$105,000	$105,000
Turnover and Cleaning Per Unit @	$1,500	$31,500	$31,500
Service Contracts (elevator, virtual doorman)		$15,000	$15,000
Professional Fees p/annum @		$8,500	$8,500
Misc. and amenity operating expenses		$15,000	$15,000
Management and Leasing % EGI @	5.00%	$95,494	$80,876
Expenses Before Amortized Dev Costs and RE Taxes		***$354,494***	***$339,876***
Expenses Per Unit/Month - Before Dev. Costs and RET		*$16,881*	*$16,185*
OpEx Ratio - Before Dev. Costs and RET		*18.56%*	*21.01%*

Depreciation Calculation: Per the guidance of the LPC Statute, the depreciation calculation is 2% of the improvement cost and building assessment. The computation of the inputs is presented below. Note that in presenting the Reasonable Return Analysis, the capitalized Net Operating Income after expenses is translated into an assessed value using the 45% assessment ratio.

Depreciated Development Cost Calculation		
Scenario		Multi-Family and Mixed-Income
Assessed Value of Subj Building Exclusive of Land		$1,757,250
Projected Renovation Cost (full cost)		$70,285,881
Total		$72,043,131
Annual Depreciation @	2.0%	$1,440,863

Net Operating Income Calculation – Before Real Estate Taxes

Class	Class II	467m
Potential Space Use	Multi-Family	Multi-Family
Effective Gross Income	**$1,909,872**	**$1,617,511**
Per Unit / Mo.	*$7,579*	*$6,419*
Per RSF - Annual	*$88.49*	*$74.94*
Expenses Before Amortized Dev Costs and RE Taxes	***$354,494***	***$339,876***
Expenses Per Unit/Month - Before Dev. Costs and RET	*$16,881*	*$16,185*
OpEx Ratio - Before Dev. Costs and RET	*18.56%*	*21.01%*
NOI BEFORE Amortized Dev Costs and RE Taxes	**$1,555,378**	**$1,277,636**
Less: Amortized Development Costs	($1,440,863)	($1,440,863)
Net Operating Income (w/out Real Estate Taxes)	**$114,516**	**($163,227)**

H. Reasonable Return Analysis

The Reasonable Return Analysis is presented to determine whether either of the development scenarios are economically feasible and produce a Reasonable Return given projected income, expenses, amortized development costs and current capitalization rates. Under three (3) of the four (4) scenarios a positive net operating income is unable to be achieved, even without the incorporation of real estate taxes as an expense. Due to the lack of positive net operating income, the reasonable return analysis is unable to be completed for those scenarios. Under the multi-family scenario the positive income is far less than the Reasonable Return threshold, as defined in N.Y.C. Admin. Code § 25-302. It is noted that when real estate taxes are factored in as an expense, all net income is negative. Below is a summary of all three scenarios:

INCOME APPROACH SUMMARY				
Scenario	Base	Infill	Multi-Family	467m
Net Operating Income - Subtotal (No RET)	$857,202	$1,029,690	$1,555,378	$1,320,264
Less: Depreciated Costs	($1,149,587)	($1,191,085)	($1,440,863)	($1,440,863)
Net Operating Income - Subtotal	**($292,386)**	**($161,395)**	**$114,516**	**($120,598)**
6% Return Threshold	$228,285	$228,285	$228,285	$228,285
Return Exceed 6% Threshold - Before RET?	NO	NO	NO	NO

Schedule of Addenda Exhibits

1. Comparable Church / Community Facility Adjustment Grid and Discussion
2. Comparable Residential Rental Data and Discussion
3. Historic Tax Credit Analysis
4. Reduced Scope Analyses – Cost Scenarios from Donald Friedman, PE of Old Structures
5. Photographs of Subject Property
6. Construction Cost Data

Addenda #1: Comparable Rental Data and Overview for Base Scenario and Infill Scenario

Summary of Comparable Rents

The comparable rents concern a collection of community facility rents and alternative uses that would be appropriate for the subject property's improvements. The data concerns both consummated lease deals, lease extensions as well as asking rents for comparable spaces. In general, the spaces range in location, size, configuration and finishes, but the array of data brackets the subject property in most characteristics under the assumption it has been renovated and that structural deficiencies have been cured such that it can be occupied as income producing property. The adjustments were applied to the subject property, under the assumption it is renovated and cured of structural deficiencies and will be delivered in a marketable condition. The following pages contains photographs of the comparable rentals followed by an adjustment grid and explanation of adjustments applied to each comparable rental.



Lease 1 – 815 2nd Avenue



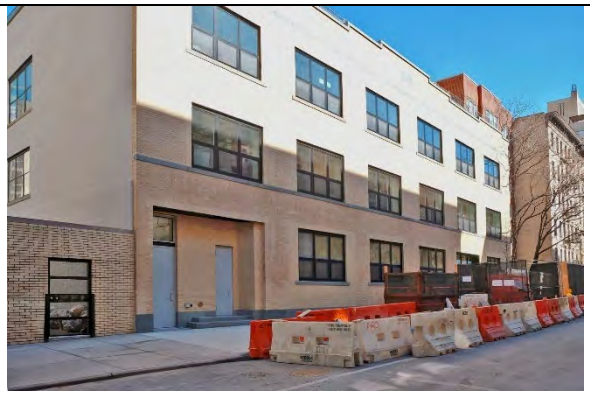
Lease 2 – 35 East 21st



Lease 3 – 215 North 10th



Lease 5 – 250 Jay Street



Lease 5 – 403 East 65th Street



Listing 1



Listing 2



Listing 3



Additional Short-Term Lease

Adjustment Grid – Comparable Leases

PROPERTY INFO	SUBJECT	LEASE 1	LEASE 2	LEASE 3	LEASE 4	LEASE 5
Address	**165 West 86th Street**	**815 Second Avenue**	**35 East 21st Street**	**215 North 10th Street, Brooklyn**	**250 Jay Street, Brooklyn**	**403 East 65th Street**
Sign Date	**2024/25 Test Year**	Q3 2024	Q1 2024	Q4 2023	1Q 2023	4Q 2022
Tenant	**Unknown**	The Lyceum Kennedy international School	Rebecca School	New Beginnings Charter	Brooklyn Community School	NYC SCA
Total SF	**18,353**	**21,950**	**71,327**	**51,498**	**35,200**	**30,000**
Floor	**C-Attic**	3	E3-E9	E1-E3		3-story building
Term (mos)	**180**	196	180	420	360	192
Stabilized Rent PSF	**---**	$59.00	$67.73	$64.00	$49.00	$74.00
TIs PSF	**---**	$40.00	$150.00	$150.00		$100.00
Free Rent (mos)	**Market**	15	9.00	12.00	18.00	12
Comments:	**Church building asumed to be renovated and restored and ready for occupancy. Limited light for tenants.**	Renewal and expansion of Lyceum Kennedy. This lease includes 15 months of free rent and $40 PSF of TI's	Signed a lease for 71,327 square feet across the entirity of Floors 3-9. Tenant improvement budget of $150 per square foot.	NNN Lease - 30+ year leasehold condominium - LL to reimburse $100 PSF in Tenant Improvement Allowances. Any amount above that, up to $150 PSF is amortized an added ad additional rent. LL will not contribute more than $150 PSF.	NNN lease - 30+ years to school with multiple locations.	'Former Parking Garage, 1 Year Free, $100 PSF (±$3M) in TI
First Year Rent PSF		**$59.00**	**$67.73**	**$64.00**	**$49.00**	**$74.00**
TI Adjustment		-$3.83	-$15.11	-$10.21	$0.00	-$9.69
Free Rent		-$7.06	-$5.12	-$4.36	-$5.26	-$7.17
Net Effective Rent		**$48.11**	**$47.50**	**$49.43**	**$43.74**	**$57.14**
Market Conditions		0.0%	0.0%	0.0%	0.0%	0.0%
Subtotal Adjusted Rent		**$48**	**$47**	**$49**	**$44**	**$57**
Location		10.0%	5.0%	5.0%	5.0%	5.0%
Quality/Condition		0.0%	0.0%	-15.0%	-10.0%	-5.0%
Floor Plate/Efficiency		0.0%	0.0%	0.0%	0.0%	0.0%
Size (area leased)		0.0%	15.0%	10.0%	5.0%	0.0%
Total Adjustments		**10.0%**	**20.0%**	**0.0%**	**0.0%**	**0.0%**
Adjusted Rent PSF		**$53**	**$57**	**$49**	**$44**	**$57**

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Explanation of Adjustments – Comparable Rents

Market Conditions Adjustments: The comparable rentals ranged from 4Q 2022 to 3Q 2024. No adjustment for market conditions was applied to any of the lease comps because the specific comparable data and the broader market did not reveal any significant trends in rental pricing for this asset type. Certain spaces have sat on the market for several years, indicating stagnant demand for this asset type.

Lease #1 – 815 Second Avenue: This is a lease renewal and expansion of a 21,950 square foot portion of a larger commercial building. The tenant shares limited common areas with the landlord. The space is utilized as a school. The lease extension was signed in Q3 2024 and called for a first year rent of $1,300,000 per annum or $59 per square foot. The tenant was granted 15 months of free and $40 per square foot of tenant improvement allowances. No adjustments were applied to this lease other than an upward adjustment for location given that the location of this property is inferior to the subject's Upper West Side corner location.

Lease #2 – 35 East 21st Street: This is a new lease for a 71,327 square foot school, comprising the majority of an office property. Starting annual rent is $67.73 per square foot or $4.8 million. It was reported that the tenant received total concessions of $150 per square foot in tenant improvements and 9 months of free rent. The buildout is to a high quality and features adequate fenestration and outdoor areas for the students. No adjustments were applied to this lease other than an upward adjustment for location given that the location of this property is inferior to the subject's Upper West Side corner location, and for size given that the leased area is more than 3x the subjects rentable area.

Lease #3 – 215 North 10th Street: This is a new lease for a 51,498 square foot charter school, comprising the commercial component of a recently-constructed mixed-use building in a desirable area of Williamsburg Brooklyn. Starting annual rent is $64 per square foot or $3.3 million. It was reported that the tenant received total concessions of $150 per square foot in tenant improvements and 12 months of free rent. The buildout is to a high quality, is within new construction and features outdoor areas for the students as well as new large windows. An upward adjustment for location given that the location of this property is inferior to the subject's Upper West Side corner location, and an upward adjustment was also for size given that the leased area is more than 2x the subjects rentable area. A downward adjustment was applied for quality as the school is within a high-quality new construction luxury condominium building.

Lease #4 – 250 Jay Street: This is a new lease for a 35,200 square foot school, comprising the entirety of a former church and built-out school building. Stabilized year 4 rent, after concessions are phased in, is $49 per square foot or $1.7 million. It was reported that the tenant received total concessions of 18 months of free rent. The buildout is to a very good quality. No adjustments were applied to this lease other than a downward adjustment for quality/condition upward adjustment for location given that the location of this property is inferior to the subject's Upper West Side corner location, and for size given that the leased area is approximately double the subjects rentable area.

Lease #5 – 403 East 65th Street: This is a new lease for a 30,000 square foot school, comprising the entirety of a former garage building. Annual base rent is $74 per square foot or $2.2 million. It was reported that the tenant received total concessions of 12 months of free rent and $100 towards tenant allowance. The buildout is to a very good quality and involved a substantial conversion from the prior

use. A than a downward adjustment for quality/condition and an upward adjustment for location given that the location of this property is inferior to the subject's Upper West Side corner location.

Additional Short-Term Lease for Reference

At 245 West 77th Street, a short-term lease of a 40,000 school and church building owned by West End Collegiate Church was struck between ownership and the Mormon church while it renovates its church at 125 Columbus Avenue. The tenant shares approximately 10,000 square feet of common areas with the landlord, including the church sanctuary, gym, multipurpose room, kitchen and chapel. The lease was signed by the Mormon church in Q4 2023 and called for annual rent of approximately $800,000 or $20 per square foot. The annual rent is approximately half of the asking rent of $1,600,000 the owner was seeking for a longer-term deal. Concessions information was not available; it is not clear if the tenant received any given the length of the lease. Due to the term of the lease, this is not considered a true comparable, but is presented given the proximity to the subject and similar asset type. It is noted that the space is in markedly better condition than the subject property, which requires tens of millions of dollars to be occupied by a long term tenant.

Active Listings

Active listings in the competitive market area provide helpful insight into the market behavior for similar spaces. We have presented a summary of a few active listings below in an effort to support the conclusions derived from the comparable leases.

- **Listing 1: 15 West 86th Street:** This listing represents the asking rent for a Synagogue. The whole-building option totals 17,814 square feet across the cellar through fourth floors. The asking rent of $775,000 per square foot translates into an annual rent of $43.51 per square foot. It is built out and is notably superior quality than the subject.

- **Listing 2: 15 West 96th Street:** This a multi-story space covering floors 1-3 in a brand new luxury condominium apartment building, located just west of Central Park and Central Park West. The space is attractive and well-suited for a community facility user. The space has a patio and a terrace and a comes with a 1,311 square foot basement. Total space, including outdoor space, is 13,107 square feet and the listing broker asks $80 per square foot for the ground and $75 per square foot for the 2nd and 3rd floors. The quality and condition of the space is notably superior to the subject and offers outdoor areas the subject cannot.

- **Listing 3: 106 East 86th Street:** This space is the Park Avenue Methodist Church and is built out as a modern, attractive school with high end finished. The space consists of classrooms, lower-space multi-purpose space, kitchen with electric stove, and a roof deck measuring approximately 2,500 square feet. Total indoor area measures 9,075 square feet. Asking rent for the space is $60 per square foot. Given its similar window/exposure potential and relatively comparable location, this listing provides a meaningful comparable listing.

Conclusion:

The adjusted comparable rentals range from $44 to $57 per square foot with an average adjusted price of $52 per square foot as measured by the mean, and $53 per square foot as measured by the median. In arriving at a conclusion of market rent, we place most weight on the comparable leases that are most similar to the subject property. Therefore, we conclude above the averages at $55 per square foot, which we note is above the mean and median adjusted net effective rent. The conclusion also considers the asking rents for similar spaces and uses. This rent conclusion is applied to both the Base Scenario and Infill Scenario analysis.

Statistic	Rent #/PSF
Mean	$52
Median	$53
Min	$44
Max	$57
Average	**$51.46**
NER Conclusion PSF	**$55.00**

Addenda #2: Comparable Data and Overview for Multi-Family and Mixed-Income Scenarios

MANHATTAN RENTAL APARTMENT MARKET

Beginning in the spring of 2021 and continuing through and up to the date of value of this appraisal, rental apartment market conditions have improved significantly. During this time, the marked increase in demand has been mirrored by increases in average and median market rents, decreased prevalence of landlord concessions, and declining vacancy. According to the Elliman Report for June 2025, the median rental price in Manhattan reached $4,625, representing a 7.6% year-over-year increase from $4,300. The average rental price rose to $5,450, a 7.0% gain over the prior year, while average rent per square foot climbed to $89.09, up 4.4% annually. New lease signings totaled 7,301, reflecting a 7.8% increase year-over-year, underscoring the sustained strength of the leasing market.

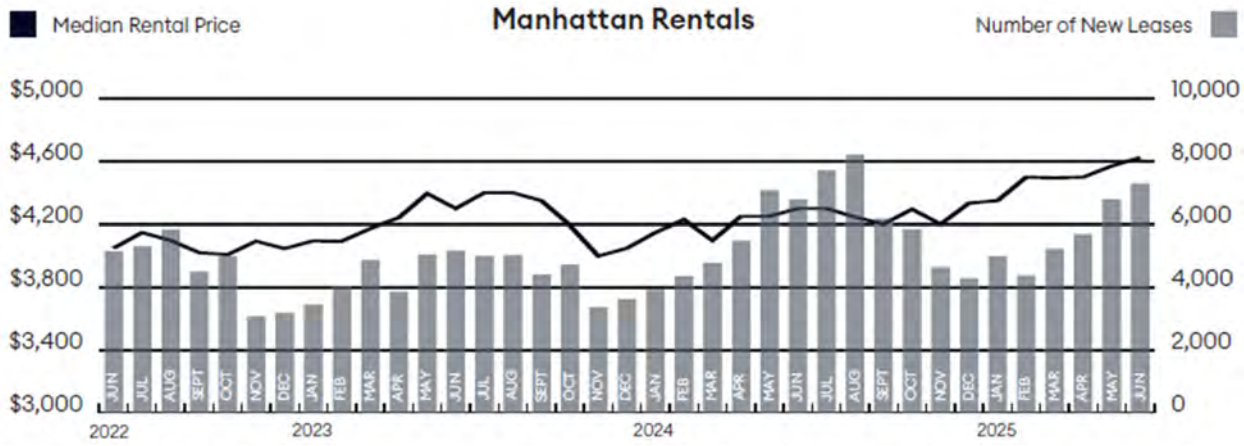
According to the data reported by the Elliman Report, the current net effective average rent per square foot has reached an all-time high, exceeding pre-pandemic levels. Market surveys have generally been confirmed by our experience where we find that currently signed leases typically do not include landlord concessions, and effective rents have not only recovered from pandemic declines but are now at historic peaks. The following chart illustrates the recent historical trend for Median Rental Price and Number of New Leases:

Manhattan Rentals Matrix By Size		JUN-25	%Δ (MO)	MAY-25	%Δ (YR)	JUN-24
Studio	Average Rental Price	$3,597	1.1%	$3,558	5.9%	$3,396
	Rental Price Per Sq Ft	$90.07	-0.4%	$90.42	-0.8%	$90.84
	Median Rental Price	$3,450	0.0%	$3,450	6.2%	$3,250
	Number of New Leases	1,620	8.7%	1,491	12.0%	1,447
1-Bedroom	Average Rental Price	$4,668	0.3%	$4,655	6.3%	$4,391
	Rental Price Per Sq Ft	$87.74	-0.1%	$87.80	2.4%	$85.67
	Median Rental Price	$4,570	1.6%	$4,500	8.6%	$4,208
	Number of New Leases	2,855	5.9%	2,695	7.7%	2,650
2-Bedroom	Average Rental Price	$6,269	1.3%	$6,191	9.3%	$5,737
	Rental Price Per Sq Ft	$86.95	-0.6%	$87.44	6.1%	$81.95
	Median Rental Price	$5,500	0.1%	$5,495	10.1%	$4,997
	Number of New Leases	1,876	7.2%	1,750	6.6%	1,760
3-Bedroom	Average Rental Price	$9,339	2.2%	$9,136	9.1%	$8,561
	Rental Price Per Sq Ft	$93.71	1.6%	$92.19	7.9%	$86.88
	Median Rental Price	$7,200	-2.6%	$7,395	7.5%	$6,700
	Number of New Leases	950	10.0%	864	3.5%	918

Source: The Elliman Report, June 2025

The chart highlights that median rent in Manhattan peaked at approximately $3,650 in April of 2020, then spent the following seven months in a steep decline, finally bottoming out at $2,957 in November of 2020. The median rent remained relatively flat until April 2021, at which point it began an upward

climb, topping $3,630 in February 2022. Since that time, rents have continued to strengthen, reaching $4,625 as of June 2025. Leasing activity was robust in the third quarter of 2021, then declined gradually due to seasonality, but has now rebounded with year-over-year growth in new leases.



Source: The Elliman Report, June 2025

Since the run on rental apartments began in April 2021, supply has been decreasing. Inventory fell dramatically from pandemic highs, and as of June 2025, leasing volume is again increasing. The number of new leases signed rose 7.8% year-over-year, according to Elliman, underscoring sustained demand for rental housing in Manhattan.

Currently there remains a widening gap between rents for doorman versus non-doorman buildings, representing a flight to quality seen across most real estate asset classes coming out of the pandemic. According to earlier Elliman reporting, the median rent for Manhattan doorman buildings rose 28.8% year-over-year as of 2022, while non-doorman rent increased by 16.2%. Although we contemplate a project that will have a virtual doorman, the new development aspect of the project will more closely mirror the trends and rent levels of a doorman property. Notably, median rent for new developments had already increased from $4,583 in February 2021 to $5,900 in February 2022, an increase of 28.7%, and by June 2025 overall Manhattan median rent sits at $5,425, further reflecting the robust pricing environment. We note that the estimated average rent of the subject project is $40% / $2,165 per month greater than the Elliman Report statistics for new development, likely all of which are doorman buildings, and is 22.5% greater than the Upper Tier of Manhattan apartments, the level at which the subject would compete given its new finishes but lack of doorman service.

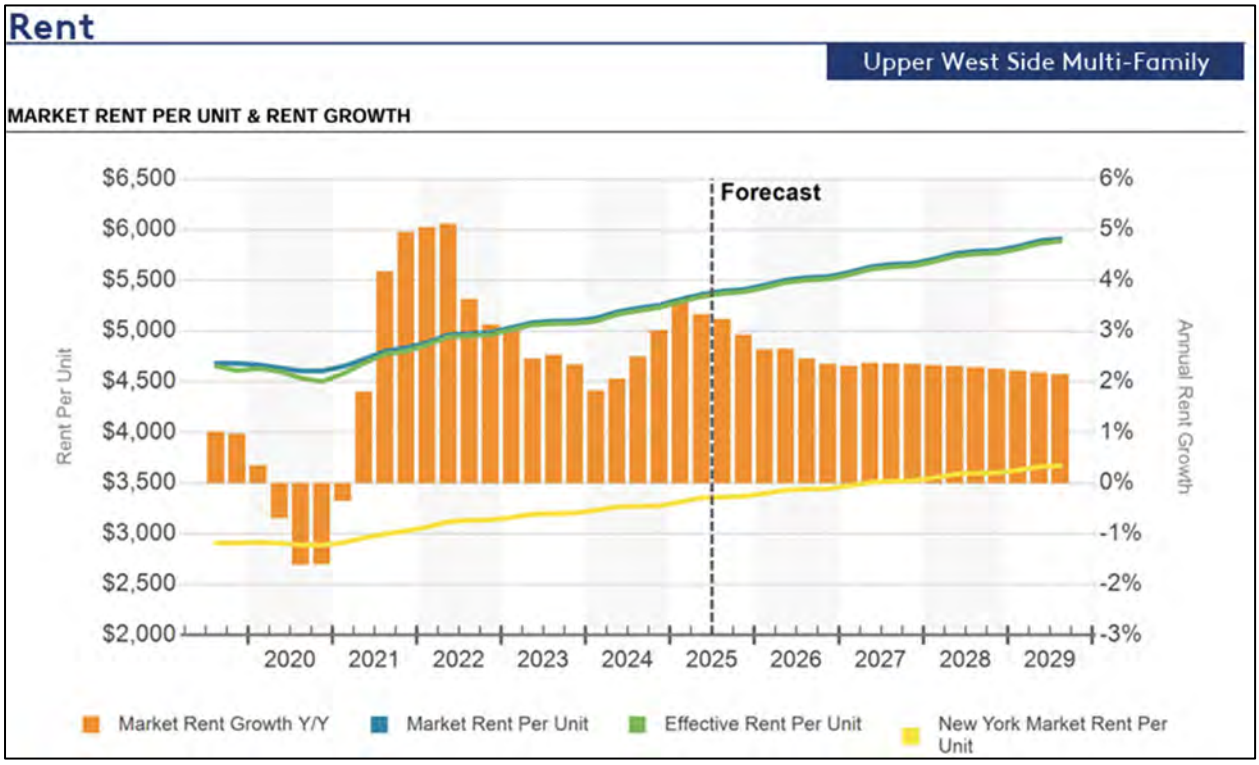
Submarket Analysis – Upper West Side

The subject's Upper West Side rental market is one of the strongest markets in New York City. According to Costar Group, the submarket is comprised of 58,562 units in 2,138 buildings. Very few recent and projected deliveries of rental product has suppressed supply. As CoStar notes:

> "About 0 units are under construction, a figure that is low compared to the submarket's inventory. Despite city-led efforts to boost housing development, future supply is expected to align more closely with historical norms. Office-to-residential conversions are unlikely to be a major factor in this area, and some developers remain focused on condominiums over rental properties.

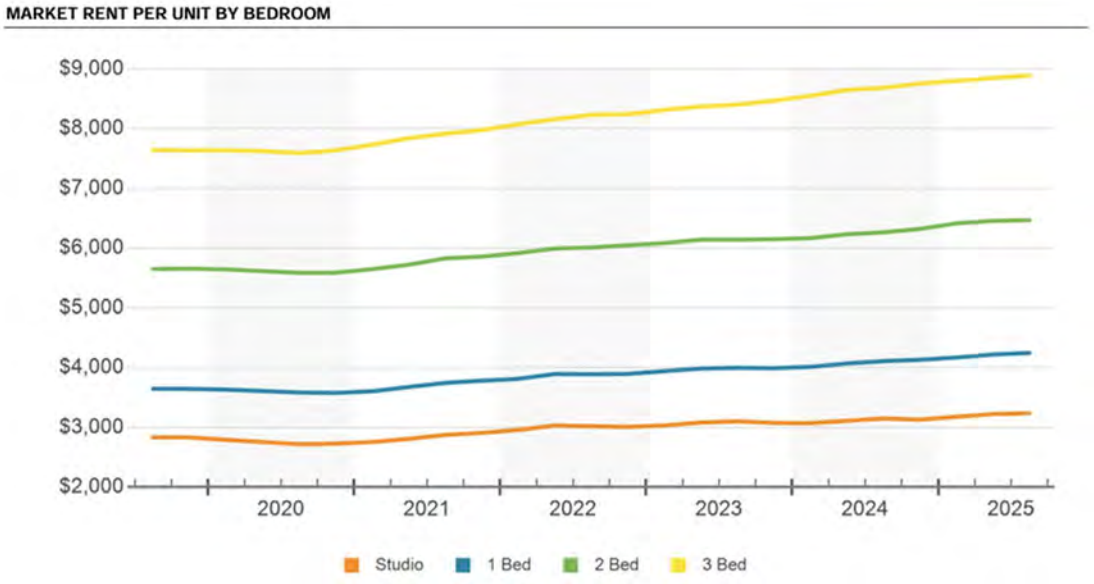
> In this tight market, rents continue to climb. Over the past 12 months, rents in the submarket have grown by 3.2%. Asking rents in the Upper West Side stand at $5,380/month, which is above the metro average of $3,360/month. With rents rising in what is already the most expensive metro in the U.S., the number of buildings offering concessions has increased compared to historical levels. However, the Upper West Side has largely bucked this trend, thanks to low vacancy levels and limited new inventory."

The restricted supply coupled with high interest rates and a return to historical demand for quality rental housing in the neighborhood has resulted to increasing rents and sustained rent growth. Data tracked by CoStar Group's shows continued rent growth in the subject's submarket since 4Q 2020, as depicted in the chart below that plots submarket rent growth against rent growth throughout New York City. We note that a component of rent growth is tied to interest rates and that renters are being priced out of purchasing units with mortgage rates above 6% and a limited supply of inventory for purchase. As interest rates decrease, rent growth is anticipated to slow.



Submarket Rent by Unit Type

The table below shows the trajectory of average rents in the Upper West Side. Current average monthly rent in the submarket for studios is $3,222, for one-bedrooms is $4,219, for two-bedrooms is $6,414 and for three-bedrooms is $8,847, as depicted in the chart below.



Subject Apartments

According to architectural concept prepared by FXCollaborative, the subject property can hypothetically be programmed with 21 units across three (3) floors and a rentable attic space. The units range from studios to three-bedrooms and have a variety of layouts and exposures. A summary of the units is presented below:

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation
1	Ground	3	1,214	Overlooking Amsterdam Ave.
2	Ground	Studio	607	Overlooking Amsterdam Ave.
3	Ground	2+Den	1,166	Corner
4	Ground	1	822	Facing West 86th Street
5	Second Floor	3	1,215	Overlooking Amsterdam Ave.
6	Second Floor	Studio	604	Overlooking Amsterdam Ave.
7	Second Floor	2+Den	1,164	Corner
8	Second Floor	1	828	Facing West 86th Street
9	Second Floor	2+Den	1,119	Facing West 86th Street
10	Second Floor	2	1,084	Facing inner court
11	Second Floor	Studio	616	Facing inner court
12	Third Floor	3	1,215	Overlooking Amsterdam Ave.
13	Third Floor	Studio	604	Overlooking Amsterdam Ave.
14	Third Floor	2+Den	1,164	Corner
15	Third Floor	1	828	Facing West 86th Street
16	Third Floor	2+Den	1,119	Facing West 86th Street
17	Third Floor	2	1,084	Facing inner court
18	Third Floor	Studio	616	Facing inner court
19	Third Floor	2	970	Facing inner court
20	Attic	3	1,617	Overlooking Amsterdam Ave.
21	Attic	3	1,927	Facing inner court and West 86th
	Total Attic		3,544	
	Total Rentable		**21,583**	

Comparable Rentals

In order to estimate market rents for the subject units we relied on broader submarket data as well as comparable leases in nearby buildings. Our search generally concerned renovated pre-war buildings, as those are deemed to be the most similar and competitive to what is contemplated for the subject property. In many cases larger buildings offered superior amenities, views and larger apartments. A summary of the comparable rentals uncovered for this analysis is presented below:

Unit Type	Address	Apt #	Monthly Rent
studio	21 West 86th Street	3A	$3,700
studio	21 West 86th Street	4F	$2,999
studio	21 West 86th Street	11D	$3,600
studio	189 East 89th Street	4N	$4,351
studio	189 East 89th Street	5P	$4,380

Studio Statistics

Min	**$2,999**
Max	**$4,380**
Avg.	**$3,806**

Unit Type	Address	Apt #	Monthly Rent
1BR	166 West 72nd Street	1C	$5,650
1BR	166 West 72nd Street	6D	$6,100
1BR	166 West 72nd Street	7C	$5,650
1BR	21 West 86th Street	12A	$5,999
1BR	21 West 86th Street	15A	$5,400
1BR	21 West 86th Street	8C	$5,999
1BR	144 West 86th Street	7D	$5,200

1BR Statistics

Min	**$5,200**
Max	**$6,100**
Avg.	**$5,714**

Unit Type	Address	Apt #	Monthly Rent
2BR	144 West 86th Street	3C	$7,500
2BR	144 West 86th Street	5C	$7,250
2BR	144 West 86th Street	10C	$7,650
2BR	21 West 86th Street	6G	$8,400
2BR	21 West 86th Street	3G	$7,999
2BR	21 West 86th Street	2FB	$7,800
2BR	222 West 83rd Street	10C	$7,895
2BR	222 West 83rd Street	8C	$7,672
2BR	114 West 86th Street	15A	$7,745
2BR	114 West 86th Street	6A	$6,495

2BR Statistics

Min	**$6,495**
Max	**$8,400**
Avg.	**$7,641**

Unit Type	Address	Apt #	Monthly Rent
3BR	21 West 86th Street	2A	$14,000
3BR	21 West 86th Street	9C	$10,634
3BR	21 West 86th Street	8A	$10,800
3BR	21 West 86th Street	5G	$10,600
3BR	144 West 86th Street	4AA	$10,150
3BR	144 West 86th Street	14B	$11,995
3BR	144 West 86th Street	16B	$11,500
3BR	251 West 89th Street	3D	$10,500
3BR	251 West 89th Street	11E	$9,950
3BR	255 West 88th Street	10B	$9,900
3BR	140 West 86th Street	3B	$10,000

3BR Statistics

Min	**$9,900**
Max	**$14,000**
Avg.	**$10,912**

Conclusion of Market Rents:

We have utilized the comparable rentals, market reports cited in this report, and information gleaned from the broader market to develop the following opinion of market rent for each unit in the hypothetical conversion of the subject property.

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation	Estimated Monthly Rent	Annual Rent PSF
1	Ground	3	1,214	Overlooking Amsterdam Ave.	**$9,000**	$88.96
2	Ground	Studio	607	Overlooking Amsterdam Ave.	**$4,200**	$83.03
3	Ground	2+Den	1,166	Corner	**$7,800**	$80.27
4	Ground	1	822	Facing West 86th Street	**$5,100**	$74.45
	Total Ground		3,809			

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation		Annual Rent PSF
5	Second Floor	3	1,215	Overlooking Amsterdam Ave.	**$9,720**	$96.00
6	Second Floor	Studio	604	Overlooking Amsterdam Ave.	**$4,560**	$90.60
7	Second Floor	2+Den	1,164	Corner	**$8,400**	$86.60
8	Second Floor	1	828	Facing West 86th Street	**$5,520**	$80.00
9	Second Floor	2+Den	1,119	Facing West 86th Street	**$8,640**	$92.65
10	Second Floor	2	1,084	Facing inner court	**$7,440**	$82.36
11	Second Floor	Studio	616	Facing inner court	**$3,960**	$77.14
	Total Second		6,630			

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation		Annual Rent PSF
12	Third Floor	3	1,215	Overlooking Amsterdam Ave.	**$9,960**	$98.37
13	Third Floor	Studio	604	Overlooking Amsterdam Ave.	**$4,680**	$92.98
14	Third Floor	2+Den	1,164	Corner	**$8,640**	$89.07
15	Third Floor	1	828	Facing West 86th Street	**$5,640**	$81.74
16	Third Floor	2+Den	1,119	Facing West 86th Street	**$8,880**	$95.23
17	Third Floor	2	1,084	Facing inner court	**$7,680**	$85.02
18	Third Floor	Studio	616	Facing inner court	**$4,080**	$79.48
19	Third Floor	2	970	Facing inner court	**$7,500**	$92.78
	Total Third		7,600			

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation		Annual Rent PSF
20	Attic	3	1,617	Overlooking Amsterdam Ave.	**$12,600**	$93.51
21	Attic	3	1,927	Facing inner court and West 86th	**$14,400**	$89.67
	Total Attic		3,544			
	Total Rentable		**21,583**		**$158,400**	$88.07

Comments: The layouts for units 1-4 and 5-8 are essentially identical, but second floor apartments are notably more desirable than first floor apartments, especially for a property at the intersection of two (2) busy wide streets. As many of the comparable rents are located above the first floor of their

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respective developments, we estimated rent for the second floor and applied a 7.5% discount to the first floor units. The third-floor units were estimated to be 3% superior than second floor units. We have also taken into consideration orientation of the units, configuration and potential views for each unit. We note that the conclusion of market rents is $10.32 per square foot / 13% greater than average asking rents of $77.75 in the Upper West Side, per CoStar. A summary of the estimated rent statistics is presented below:

Statistical Summary of Rent Projections					
Unit Type	# of Units	Min Rent	Max Rent	Avg Rent	Avg Rent PSF
Studio	5	$3,960	$4,680	$4,296	$84.65
1	3	$5,100	$5,640	$5,420	$78.73
2	3	$7,440	$7,680	$7,540	$86.72
2+Den	5	$7,800	$8,880	$8,472	$88.77
3	5	$9,000	$14,400	$11,136	$93.30
Totals	**21**			**$7,543**	**$88.07**

Mixed-Income (467m) Scenario - Projected Rent Roll

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation	Estimated Monthly Rent	Annual Rent PSF
1	Ground	3	1,214	Affordable	**$4,212**	$41.63
2	Ground	Studio	607	Overlooking Amsterdam Ave.	**$4,200**	$83.03
3	Ground	2+Den	1,166	Corner	**$7,800**	$80.27
4	Ground	1	822	Affordable	**$2,430**	$35.47
	Total Ground		3,809			

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation		Annual Rent PSF
5	Second Floor	3	1,215	Overlooking Amsterdam Ave.	**$9,720**	$96.00
6	Second Floor	Studio	604	Overlooking Amsterdam Ave.	**$4,560**	$90.60
7	Second Floor	2+Den	1,164	Corner	**$8,400**	$86.60
8	Second Floor	1	828	Facing West 86th Street	**$5,520**	$80.00
9	Second Floor	2+Den	1,119	Affordable	**$2,916**	$31.27
10	Second Floor	2	1,084	Affordable	**$2,916**	$32.28
11	Second Floor	Studio	616	Affordable	**$1,134**	$22.09
	Total Second		6,630			

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation		Annual Rent PSF
12	Third Floor	3	1,215	Overlooking Amsterdam Ave.	**$9,960**	$98.37
13	Third Floor	Studio	604	Overlooking Amsterdam Ave.	**$4,680**	$92.98
14	Third Floor	2+Den	1,164	Corner	**$8,640**	$89.07
15	Third Floor	1	828	Facing West 86th Street	**$5,640**	$81.74
16	Third Floor	2+Den	1,119	Facing West 86th Street	**$8,880**	$95.23
17	Third Floor	2	1,084	Facing inner court	**$7,680**	$85.02
18	Third Floor	Studio	616	Facing inner court	**$4,080**	$79.48
19	Third Floor	2	970	Affordable	**$3,645**	$45.09
	Total Third		7,600			

Unit #	Floor	Bedrooms	Square Footage	Location/ Orientation		Annual Rent PSF
20	Attic	3	1,617	Overlooking Amsterdam Ave.	**$12,600**	$93.51
21	Attic	3	1,927	Facing inner court and West 86th	**$14,400**	$89.67
	Total Attic		3,544			
	Total Rentable (467m)		**21,583**		**$134,013**	$74.51

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Addenda #3: Impact of Historic Tax Credits on Analysis

Use of Historic Tax Credits

The use of Federal Historic Tax Credits ("FHTC") and State Historic Tax Credits ("SHTC"), collectively the ("HTC") was not factored into the analysis presented with the initial hardship application. The subject property is not within a qualifying census tract to be eligible for SHTC. While the West Park Presbyterian Church ("WPPC") could be eligible for the FHTC program in the future, WPPC is not currently listed on the National Register of Historic Places. Under the assumption that WPPC could be listed in the future, the cost of any qualified rehabilitation expenditures could be partially offset by 20% FHTC, which would be available over a five-year period. However, the 20% FHTC does not result in a reasonable return as defined in the landmarks law.

Using the three scenarios presented in the hardship application, the estimated hypothetical credit would range from $11,114,423 under the Base Scenario to $14,057,176 for the Multifamily Scenarios[6]. We note that it is highly speculative to assume that the multifamily scenario would be eligible for the FHTC due to the considerable exterior alterations required in connection with the creation of over 60 new windows punched through the façade and roof. The National Park Service ("NPS") has strict requirements concerning the preservation of the appearance of properties seeking FHTC and it is likely that the multifamily program would not meet NPS requirements.

Economic Components of FHTC

It should be noted first that a not-for-profit entity is only able to take advantage of the 20% FHTC if it creates a for-profit entity to syndicate or sell the tax credits to an investor in exchange for cash equity that can be used for the rehabilitation expenses. Typically, the use of FHTC to fund rehabilitation projects comes in the form of syndicated tax credit equity in which tax credit investors invest for future tax credits in a "lump sum" in order to fill in the capital stack of a project. Our discussions with knowledgeable parties practicing in this area indicate that the current syndication rates for FHTC range from 80% to 85% of the total eligible tax credit. We have assumed for purposes of this analysis that all estimated renovation and restoration costs, as detailed in Exhibit A, would be eligible for FHTC, but this would likely not be the case in practice. Based on the estimated construction costs, the syndicated credit range is presented below:

80% Syndication Rate Scenario

Scenario		Base	Infill	Multifamily	Mixed-Income (467m)
Total Development Costs		$55,722,117	$57,796,996	$70,285,881	$70,285,881
FHTC Credits @	20%	$11,144,423	$11,559,399	$14,057,176	$14,057,176
Tax Credit Equity - Syndication Rate @	**80.0%**	$8,915,539	$9,247,519	$11,245,741	$11,245,741

Scenario		Base	Infill	Multifamily	Mixed-Income (467m)
Total Development Costs		$55,722,117	$57,796,996	$70,285,881	$70,285,881
FHTC Credits @	20.0%	$11,144,423	$11,559,399	$14,057,176	$14,057,176
Tax Credit Equity - Syndication Rate @	**85.0%**	$9,472,760	$9,825,489	$11,948,600	$11,948,600

Cash Flow – Outflow to FHTC Investor: Following the initial FHTC investment from the tax credit investor, there are two components that the developer is required to pay back to the tax credit investor:

[6] 20% x Applicable Development Scenario – Presented in Exhibit A

an allocation of cash flow from the project's net operating income, and an investor buyout at the conclusion of the tax credit period.

The allocation of cash flow to the tax credit investor is generally between 2% and 3% of the tax credit equity. For this analysis, we estimate a distribution from cash flows equal to 2% of tax credit equity. Annual amounts under the 80% syndication rate scenario range from $178,311 to $224,915 per annum over the five-year period. Under the 85% syndication rate scenario, annual cash flow ranges from $189,455 to $238,972 per annum. Both scenarios are summarized below:

80% Syndication Rate Scenario

Scenario		Base	Infill	Multifamily	Mixed-Income (467m)
Total Development Costs		$55,722,117	$57,796,996	$70,285,882	$70,285,882
FHTC Credits @	20%	$11,144,423	$11,559,399	$14,057,176	$14,057,176
Tax Credit Equity - Syndication Rate @	**80.0%**	$8,915,539	$9,247,519	$11,245,741	$11,245,741
Net Operating Income*		$557,312	$669,456	$862,388	$1,261,441
Annual Cash Flow to Tax Credit Investor (paid from NOI)		$178,311	$184,950	$224,915	$224,915
Total Cash Flows to Tax Credit Investor (5 years)		$891,554	$924,752	$1,124,574	$1,124,574

85% Syndication Rate Scenario

Scenario		Base	Infill	Multifamily	Mixed-Income (467m)
Total Development Costs		$55,722,117	$57,796,996	$70,285,882	$70,285,882
FHTC Credits @	20.0%	$11,144,423	$11,559,399	$14,057,176	$14,057,176
Tax Credit Equity - Syndication Rate @	**85.0%**	$9,472,760	$9,825,489	$11,948,600	$11,948,600
Net Operating Income*		$557,312	$669,456	$862,388	$1,261,441
Annual Cash Flow to Investor		$189,455	$196,510	$238,972	$238,972
Total Cash Flow (5 years)		$947,276	$982,549	$1,194,860	$1,194,860

*The Net Operating Income calculation for this demonstration excludes 2% depreciated development costs. Net operating income for this demonstration is computed based on equalized taxes. This is presented in Exhibit B.

Investor Buyout – Outflow to FHTC Investor: Lastly, the FHTC investor requires a "buyout" of the investment at the end of the five-year tax credit period, typically 5%-10% of the total syndicated credit amount; we have estimated closer to the lowest end of the range at 5%. The buyout ranges are as follows:

80% Syndication Rate Scenario

Scenario		Base	Infill	Multifamily	Mixed-Income (467m)
Total Development Costs		$55,722,117	$57,796,996	$70,285,882	$70,285,882
FHTC Credits @	20%	$11,144,423	$11,559,399	$14,057,176	$14,057,176
Tax Credit Equity - Syndication Rate @	**80.0%**	$8,915,539	$9,247,519	$11,245,741	$11,245,741
Year 5 Credit Investor Buyout @	5.0%	$445,777	$462,376	$562,287	-$562,287

85% Syndication Rate Scenario

Scenario		Base	Infill	Multifamily	Mixed-Income (467m)
Total Development Costs		$55,722,117	$57,796,996	$70,285,882	$70,285,882
FHTC Credits @	20.0%	$11,144,423	$11,559,399	$14,057,176	$14,057,176
Tax Credit Equity - Syndication Rate @	**85.0%**	$9,472,760	$9,825,489	$11,948,600	$11,948,600
Net Operating Income*		$557,312	$669,456	$862,388	$1,261,441
Year 5 Credit Investor Buyout @	5.0%	$473,638	$491,274	$597,430	-$597,430

Net Impact on Reasonable Return Analysis

The FHTC offset the total development costs by approximately 13.60% assuming an 80% syndication rate, and 14.45% assuming 85% syndication rate. Factoring in the improvement assessment, this reduces the annualized depreciated repair costs to a low of $988,550 for the Base Scenario up to $1,237,736 for the Multifamily Scenarios. A comparison of the full costs and annual depreciated repair costs is presented with the reduced costs and reduced annual depreciated repair costs:

Base Scenario	**Full Costs**	**13.60% Reduction**	**14.45% Reduction**
Renovation / Restoration Costs Basis	**$55,722,117**	$48,143,909	$47,670,271
Assessment Improvement - Equalized	**$1,757,250**	$1,757,250	$1,757,250
Total Depreciation Base	**$57,479,367**	$49,901,159	$49,427,521
2% - Annualized Repair Cost	**$1,149,587**	$998,023	$988,550

Infill Scenario	**Full Costs**	**13.60% Reduction**	**14.45% Reduction**
Renovation / Restoration Costs Basis	**$57,796,996**	$49,936,604	$49,445,330
Assessment Improvement - Equalized	**$1,757,250**	$1,757,250	$1,757,250
Total Depreciation Base	**$59,554,246**	$51,693,854	$51,202,580
2% - Annualized Repair Cost	**$1,191,085**	$1,033,877	$1,024,052

Residential Scenario	**Full Costs**	**13.60% Reduction**	**14.45% Reduction**
Renovation / Restoration Costs Basis	**$70,285,881**	$60,727,001	$60,129,571
Assessment Improvement - Equalized	**$1,757,250**	$1,757,250	$1,757,250
Total Depreciation Base	**$72,043,131**	$62,484,251	$61,886,821
2% - Annualized Repair Cost	**$1,440,863**	$1,249,685	$1,237,736

Mixed Income (467m) Scenario	**Full Costs**	**13.60% Reduction**	**14.45% Reduction**
Renovation / Restoration Costs Basis	**$70,285,881**	$60,727,001	$60,129,571
Assessment Improvement - Equalized	**$1,757,250**	$1,757,250	$1,757,250
Total Depreciation Base	**$72,043,131**	$62,484,251	$61,886,821
2% - Annualized Repair Cost	**$1,440,863**	$1,249,685	$1,237,736

As previously determined, under both the Base and the Infill scenarios, there is considerable negative net operating income under the Reasonable Return analysis, and therefore by reducing the net development costs by 13.60% and 14.45%, respectively, does not result in a positive return, and only a minimal positive return under the Multifamily Scenarios. The positive return in the Multifamily Scenario is far below the 6% Reasonable Return threshold. A full presentation of the three scenarios and syndication rates are set forth in Exhibit C.

With respect to the Multifamily Scenario, the FHTC offset would create positive net operating income for the Reasonable Return calculation, but the net operating income is far below the 6% threshold. We have demonstrated all scenarios in Exhibit D.

HTC Analysis Exhibit A:

Development Costs for the Hardship Scenarios

CONSTRUCTION COSTS AND SCENARIO COMPARISON				
Construction Cost Components		**Base Scenario**	**Infill Scenario**	**Multi-Family and Mixed-Income Scenarios**
Full Scope - LBG Costs		**$31,502,483**	**$32,675,515**	**$39,736,103**
General Conditions Cost @	13.0%	$4,095,323	$4,247,817	$5,165,693
Subtotal		$35,597,806	$36,923,332	$44,901,796
Design Contingency	10.0%	$3,150,248	$3,267,552	$3,973,610
Construction Contingency	10.0%	$3,150,248	$3,267,552	$3,973,610
Subtotal		$41,898,302	$43,458,435	$52,849,017
CCIP	10.0%	$4,189,830	$4,345,843	$5,284,902
Subtotal		$46,088,133	$47,804,278	$58,133,918
Insurance (professional/auto/offsite/pollution)	2.5%	$1,047,458	$1,086,461	$1,321,225
Subtotal		$47,135,590	$48,890,739	$59,455,144
Construction Services Fee	4.0%	$1,675,932	$1,738,337	$2,113,961
Subtotal		$48,811,522	$50,629,077	$61,569,104
SDI Program	1.75%	$733,220	$760,523	$924,858
Total		**$49,544,743**	**$51,389,599**	**$62,493,962**
Escalation 2023	5.5%	$2,724,961	$2,826,428	$3,437,168
Escalation 2024	3.5%	$1,829,440	$1,897,561	$2,307,590
Escalation 2025	3.0%	$1,622,974	$1,683,408	$2,047,162
Total		**$55,722,117**	**$57,796,996**	**$70,285,881**

Depreciated Development Cost Calculation				
Scenario		**Base**	**Infill**	**Multi-Family and Mixed-Income**
Assessed Value of Subj Building Exclusive of Land		$1,757,250	$1,757,250	$1,757,250
Projected Renovation Cost (full cost)		$55,722,117	$57,796,996	$70,285,881
Total		$57,479,367	$59,554,246	$72,043,131
Annual Depreciation @	2.0%	$1,149,587	$1,191,085	$1,440,863

Note: The development costs may not fully incorporate the incremental costs necessary to comply with the architectural standards for the federal tax credit such as additional professionals for Park Service applications and negotiation, legal and accounting tax advisory, costs of credit syndication, possible changes/upgrades to materials to changes to process to treat relevant elements of the building more delicately. Furthermore, the analysis does not consider that State Historic Preservation Office may require additional conformance to historic standards, which could result in less efficient use of a building with more common area.

HTC Analysis Exhibit B:

Calculation of Net Operating Income, Exclusive of Depreciated Repair Costs

Development Scenario		Base	Infill	Multi-Family	Mixed-Income (467m)
Effective Gross Income		$958,944	$1,150,232	$1,909,872	$1,662,384
Expenses (Exclusive of Real Estate Taxes)*		($101,743)	($120,542)	($354,494)	($342,119)
Depreciated Repair Costs - OMITTED FOR PRESENTATION		**$0**	**$0**	**$0**	**$0**
Net Operating Income - Subtotal	a	$857,202	$1,029,690	$1,555,378	$1,320,264
Less: Imputed Real Estate Tax Burden		($299,890)	($360,234)	($692,990)	($58,824)
Net Operating Income		**$557,312**	**$669,456**	**$862,388**	**$1,261,441**
***Real Estate Tax Calculation - Equalized Taxes Based on Projected NOI**					
NOI Without Taxes		$857,202	$1,029,690	$1,555,378	$1,320,264
Loaded Capitalization Rate Applicable	b	13.84%	13.84%	12.63%	12.63%
Imputed Equalized Assessment	(a / b)	$6,192,356	$7,438,396	$12,319,829	$10,457,540
Imputed Assessment	(45% of Equalized)	$2,786,560	$3,347,278	$5,543,923	$4,705,893
Applicable Tax Rate		10.762%	10.762%	12.500%	12.500%
Imputed Real Estate Taxes*		$299,890	$360,234	$692,990	**$58,824**

Per the Stahl York decision, the LPC projects real estate taxes using the Department of Finance formula for using the income approach for determining assessed value. The LPC applied the effective tax rate to the assessed value after renovation.

HTC Analysis Exhibit C:

Presentation of FHTC Calculations

80% Syndication Rate - Base Scenario

Inflow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Syndicated Credit Equity	$8,915,539					
Outflow						
Cash Flow to Credit Investor		-$178,311	-$178,311	-$178,311	-$178,311	-$178,311
Credit Investor Buyout						-$445,777
Total Outflows	$0	-$178,311	-$178,311	-$178,311	-$178,311	-$624,088
Net Annual Proceeds	$8,915,539	-$178,311	-$178,311	-$178,311	-$178,311	-$624,088
Total	**$7,578,208**					
As % of Development Costs	**13.60%**					

85% Syndication Rate - Base Scenario

Inflow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Syndicated Credit Equity	$9,472,760					
Outflow						
Cash Flow to Credit Investor		-$189,455	-$189,455	-$189,455	-$189,455	-$189,455
Credit Investor Buyout						-$473,638
Total Outflows	$0	-$189,455	-$189,455	-$189,455	-$189,455	-$663,093
Net Annual Proceeds	$9,472,760	-$189,455	-$189,455	-$189,455	-$189,455	-$663,093
Total	**$8,051,846**					
As % of Development Costs	**14.45%**					

80% Syndication Rate - Infill Scenario

Inflow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Syndicated Credit Equity	$9,247,519					
Outflow						
Cash Flow to Credit Investor		-$184,950	-$184,950	-$184,950	-$184,950	-$184,950
Credit Investor Buyout						-$462,376
Total Outflows	$0	-$184,950	-$184,950	-$184,950	-$184,950	-$647,326
Net Annual Proceeds	$9,247,519	-$184,950	-$184,950	-$184,950	-$184,950	-$647,326
Total	**$7,860,391**					
As % of Development Costs	**13.60%**					

85% Syndication Rate - Infill Scenario

Inflow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Syndicated Credit Equity	$9,825,489					
Outflow						
Cash Flow to Credit Investor		-$196,510	-$196,510	-$196,510	-$196,510	-$196,510
Credit Investor Buyout						-$491,274
Total Outflows	$0	-$196,510	-$196,510	-$196,510	-$196,510	-$687,784
Net Annual Proceeds	$9,825,489	-$196,510	-$196,510	-$196,510	-$196,510	-$687,784
Total	**$8,351,666**					
As % of Development Costs	**14.45%**					

80% Syndication Rate - Multifamily Scenario

Inflow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Syndicated Credit Equity	$11,245,741					
Outflow						
Cash Flow to Credit Investor		-$224,915	-$224,915	-$224,915	-$224,915	-$224,915
Credit Investor Buyout						-$562,287
Total Outflows	$0	-$224,915	-$224,915	-$224,915	-$224,915	-$787,202
Net Annual Proceeds	$11,245,741	-$224,915	-$224,915	-$224,915	-$224,915	-$787,202
Total	**$9,558,880**					
As % of Development Costs	**13.60%**					

85% Syndication Rate - Multifamily Scenario

Inflow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Syndicated Credit Equity	$11,948,600					
Outflow						
Cash Flow to Credit Investor		-$238,972	-$238,972	-$238,972	-$238,972	-$238,972
Credit Investor Buyout						-$597,430
Total Outflows	$0	-$238,972	-$238,972	-$238,972	-$238,972	-$836,402
Net Annual Proceeds	$11,948,600	-$238,972	-$238,972	-$238,972	-$238,972	-$836,402
Total	**$10,156,310**					
As % of Development Costs	**14.45%**					

80% Syndication Rate - Mixed-Income (467m) Scenario

Inflow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Syndicated Credit Equity	$11,245,741					
Outflow						
Cash Flow to Credit Investor		-$224,915	-$224,915	-$224,915	-$224,915	-$224,915
Credit Investor Buyout						-$562,287
Total Outflows	$0	-$224,915	-$224,915	-$224,915	-$224,915	-$787,202
Net Annual Proceeds	$11,245,741	-$224,915	-$224,915	-$224,915	-$224,915	-$787,202
Total	**$9,558,880**					
As % of Development Costs	**13.60%**					

85% Syndication Rate - Mixed-Income (467m) Scenario

Inflow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Syndicated Credit Equity	$11,948,600					
Outflow						
Cash Flow to Credit Investor		-$238,972	-$238,972	-$238,972	-$238,972	-$238,972
Credit Investor Buyout						-$597,430
Total Outflows	$0	-$238,972	-$238,972	-$238,972	-$238,972	-$836,402
Net Annual Proceeds	$11,948,600	-$238,972	-$238,972	-$238,972	-$238,972	-$836,402
Total	**$10,156,310**					
As % of Development Costs	**14.45%**					

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HTC Analysis Exhibit D:

Reasonable Return Calculations with HTC Offsets

Development Scenario		Base	Infill	Multi-Family	Mixed-Income (467m)
Effective Gross Income		$958,944	$1,150,232	$1,909,872	$1,662,384
Expenses (Exclusive of Real Estate Taxes)*		($101,743)	($120,542)	($354,494)	($342,119)
Depreciated Repair Costs - OMITTED FOR PRESENTATION		**$0**	**$0**	**$0**	**$0**
Net Operating Income - Subtotal	a	$857,202	$1,029,690	$1,555,378	$1,320,264
Less: Imputed Real Estate Tax Burden		($299,890)	($360,234)	($692,990)	($58,824)
Net Operating Income		**$557,312**	**$669,456**	**$862,388**	**$1,261,441**
***Real Estate Tax Calculation - Equalized Taxes Based on Projected NOI**					
NOI Without Taxes		$857,202	$1,029,690	$1,555,378	$1,320,264
Loaded Capitalization Rate Applicable	b	13.84%	13.84%	12.63%	12.63%
Imputed Equalized Assessment	(a / b)	$6,192,356	$7,438,396	$12,319,829	$10,457,540
Imputed Assessment	(45% of Equalized)	$2,786,560	$3,347,278	$5,543,923	$4,705,893
Applicable Tax Rate		10.762%	10.762%	12.500%	12.500%
Imputed Real Estate Taxes**		$299,890	$360,234	$692,990	**$58,824**

**90% Abatement from 467m

Reasonable Return Test	13.60% Reduction	Base	Infill	Multi-Family	Mixed-Income (467m)
Effective Gross Income		$958,944	$1,150,232	$1,909,872	$1,662,384
Expenses (exclusive of Real Estate Taxes)		($101,743)	($120,542)	($354,494)	($342,119)
Depreciated Repair Costs		($998,023)	($1,033,877)	($1,249,685)	($1,249,685)
Net Operating Income - Subtotal	a	($140,822)	($4,187)	$305,693	$70,579
Less: Imputed Real Estate Tax Burden*		($299,890)	($360,234)	($692,990)	($58,824)
Net Operating Income		($440,711)	($364,421)	($387,297)	$11,756
Positive Return		no	no	no	yes
Equalized AV - Threshold Return Minimum	$228,285	no	no	no	no

Reasonable Return Test	14.45% Reduction	Base	Infill	Multi-Family	Mixed-Income (467m)
Effective Gross Income		$958,944	$1,150,232	$1,909,872	$1,662,384
Expenses (exclusive of Real Estate Taxes)		($101,743)	($120,542)	($354,494)	($342,119)
Depreciated Repair Costs		($988,550)	($1,024,052)	($1,237,736)	($1,237,736)
Net Operating Income - Subtotal	a	($131,349)	$5,638	$317,642	$82,528
Less: Imputed Real Estate Tax Burden*		($299,890)	($360,234)	($692,990)	($58,824)
Net Operating Income		($431,238)	($354,596)	($375,348)	$23,704
Positive Return		no	no	no	yes
Equalized AV - Threshold Return Minimum	$228,285	no	no	no	no

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Addenda #4: Scenario Analysis of Reduced Restoration Scope

As referenced in the transmittal letter to this Report, the Weitzman Report prepared for LPC in connection with the Applicant's prior application introduced three (3) scenarios to test for a minimum rent in order to achieve a reasonable return. We refer the reader to the full Weitzman Report for context and rationale for pursuing these scenarios. The scenarios, which incorporate the repair cost estimates prepared by Donald Friedman of Old Structures Engineering, are as follows:

Scenario 1: $1,700,000 restoration with market expenses

Scenario 2: $9,126,797 restoration with market expenses

Scenario 3: $9,126,797 restoration with adjusted expenses

We note that due to an increase in the property assessment, change in the tax rate for Class IV property and an increase in insurance costs, the Expense Breakdown presented below was increased slightly from the Weitzman Report, hence the basic inputs differ nominally from the inputs presented previously.

Scenario Tests – Friedman Repair Costs and Required Minimum Rent

The tables on the following page demonstrate the rent required to meet the reasonable return threshold under three (3) scenarios. All of these scenarios are impossible scenarios, as explained in the body of this memorandum.

- The first scenario applies Mr. Friedman's $1,700,000 in repair costs. The repair costs solely address a portion of the exterior work, none of the necessary costs to repair and restore the interior of the building, and none of the costs to create code-compliant conditions. In order to meet a reasonable return, a rent of **$32.09** per square foot is required.[7] In his testimony to LPC delivered on October 31, 2023, Mr. Brenan reported that a rent of $28 per square foot would be near the high end of the range based on data he uncovered for comparable spaces, assuming they were suitable for tenants and code-compliant.

- The second scenario is presented in Table 7 on page 17 of the Weitzman Report. This sensitivity utilizes exterior only repair costs of $9,126,797. Again, these costs do not address any of the interior needs of the building nor do they make the building code-compliant. The costs presented in this scenario require a minimum rent of **$41.16** per square foot. This rent is above the range of rents Mr. Brenan would anticipate for the property, if renovated.

- The third scenario is a variation of the second scenario with two (2) corrections to operating expenses, although more adjustments are certainly justified. First, the annual insurance premiums are adjusted to $61,000 per annum, which more closely reflects the actual insurance premiums of the property. The insurance figures of $1.50 per rentable square foot used in the

[7] Please reference the Weitzman Report for full explanation of the methodology, but the Return Requirement rate is the multiplication of 6.0% x (tax rate x assessor's ratio) or: 6% x (10.762% x 45%)

A&P Report – and replicated by Weitzman[8] – assumes the building was fully renovated and fully code-compliant. Without interior work or code compliance, the conditions of the interior of the property are static, and the insurance premiums should reflect the current conditions. The second adjustment applied is to the estimated repairs and maintenance. Since no interior repairs are being performed in this scenario, it is necessary to provide for annual repair costs to maintain the deteriorating structure. We have selected a figure of $72,000 per annum, which is in line with historical subject property expenses reported by the Center at West Park and consistent with the previous submission.

Note: A situation wherein the subject property is rented to tenants without proper code compliance and interior renovations would likely require considerably higher expenses than the two corrections made in for the third scenario. Additional expenses could include, at a minimum, increased utilities and payroll expenses. In the single-tenant scenario presented in this analysis, and confirmed in the Weitzman Report, it is assumed that the tenant would be responsible for those expenses.

- Making these two (2) adjustments to operating expenses requires a minimum rent of **$47.43** per square foot to meet a minimum return threshold. This rent figure is markedly above the range of rents Mr. Brenan would anticipate for the property, if renovated and is within 13% of the estimated market rent of $55 per square foot. The rent of $55 per square foot was developed under the specific condition that the structure was fully renovated, restored, code-compliant and suitable for a tenant. The Weitzman Report agreed that this was a reasonable rent[9] for the property under these conditions and that the work estimated was required to achieve that rent.[10]

Without pursuing code compliance and real interior renovations, it is incredibly difficult to secure a tenant. A previous submission dated July 13, 2022 to the LPC prepared by Ira Schuman, Vice Chairman of Savills echoed this sentiment. Mr. Schuman states, "…given the condition of the building, the presence of the sidewalk bridge, the lack of code compliant fire protection safety systems and egress and the potential safety hazards, I believe no responsible party would occupy the building at any price if all these conditions and uses were disclosed." He further notes that, "…in order to bring the building to a condition that it can be safely occupied, the costs would be so high, the rents needed to justify the costs far exceed what any rational market participant would pay." The level of interior finish and code compliance required to achieve these rents is far above what can be achieved by Mr. Friedman's proposed level of renovations. In addition to the exhaustive exterior work required, the subject property requires extensive interior work to be deemed rentable at these levels.

[8] Since the Weitzman Report was authored, insurance costs have increased dramatically

[9] The Weitzman Report agreed that $50 per square foot was a reasonable rent; $55 per square foot is the updated market rent for this Report

[10] The Cumming renovation figures were between 7% and 14% greater than the figures contained in the A&P analysis. It is reasonable to assume that the Cumming estimates would increase in line with LBG's increased costs.

Annualized Report Costs – Three Scenarios

Repair Cost Scenario	Scenario 1 $1.7m Costs	Scenario 2 $9.1m Costs	Scenario 3 $9.1m Costs - Adjusted OpEx
Partial Exterior Repair	$1,700,000	$9,126,797	$9,126,797
Assessment Improvement	$1,757,250	$1,757,250	$1,757,250
Total Depreciation Base	**$3,457,250**	**$10,884,047**	**$10,884,047**
2% - Annualized Repair Cost	**$69,145**	**$217,681**	**$217,681**

Operating Expense Estimates

Expense Breakdown		$1.7m Costs	$9.1m Costs	$9.1m Costs - Adjusted OpEx
Annual Insurance Expenses PSF @	$1.50	$27,530	$27,530	**$61,000**
Professional Fees p/annum @	$7,500	$7,500	$7,500	$5,000
Utilities		Tenant	Tenant	$0
Payroll	None	$0	$0	$0
Repairs and Maintenance		$0	$0	**$72,000**
Structural Repairs PSF @	$0.50	$9,177	$9,177	$9,177
Management and Leasing % EGI @	6.00%	$33,568	$43,058	$49,621
Operating Expenses		**$77,774**	**$87,264**	**$196,798**

Summary of Required Rent – Three Scenarios

Reasonable Return Scenario		Scenario 1 $1.7m Costs	Scenario 2 $9.1m Costs	Scenario 3 $9.1m Costs - Adjusted OpEx
Building Rentable Sq. Ft.		18,353	18,353	18,353
Rent Per Square Foot Required		**$32.09**	**$41.16**	**$47.43**
Potential Gross Income		$588,909	$755,409	$870,551
Less Vacancy @	5.00%	($29,445)	($37,770)	($43,528)
Effective Gross Income		**$559,464**	**$717,639**	**$827,024**
Expenses (w/o Real Estate Taxes)		($77,774)	($87,264)	($196,798)
Depreciated Repair Costs		($69,145)	($217,681)	($217,681)
Net Operating Income (w/o Real Estate Taxes)		**$412,545**	**$412,694**	**$412,545**
Assessed Value		$3,804,750	$3,804,750	$3,804,750
Return Requirement		10.84290%	10.84290%	10.84290%
Minimum NOI w/o Real Estate Taxes		$412,545	$412,545	$412,545

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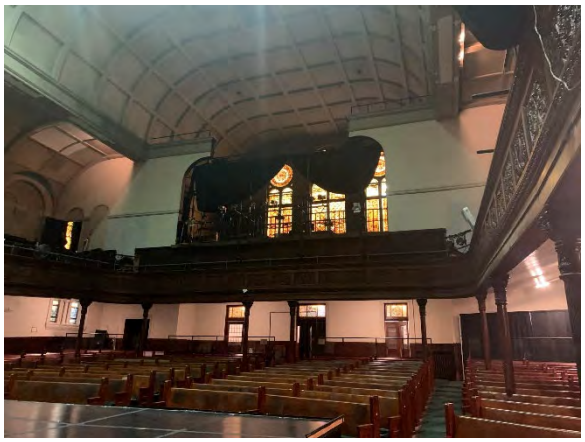
Addenda #5: Subject Property Photographs



Subject Property from across West 86th Street



Basement Level



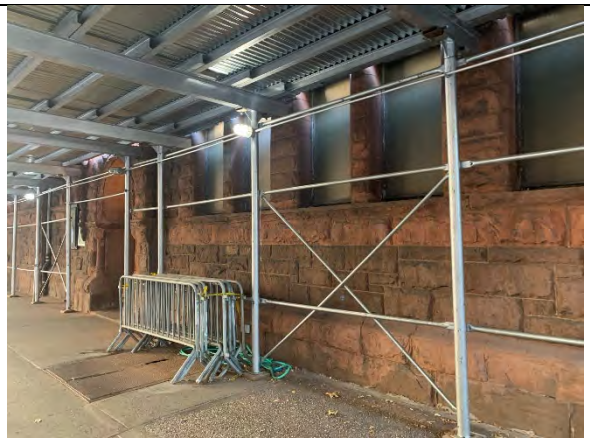
First Floor Sanctuary



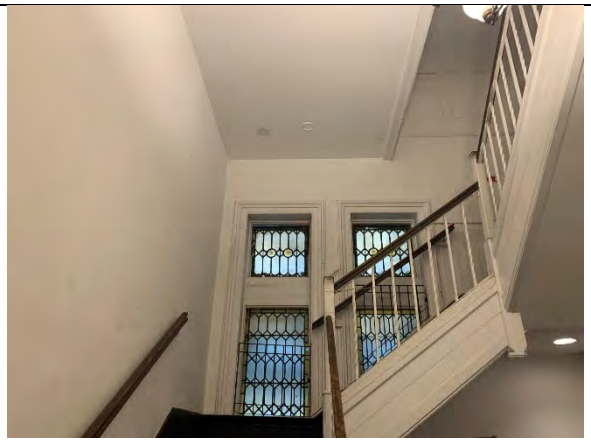
Second Floor



Fourth Floor



Façade along West 86th Street



Stairway

Addenda #6: LBG Hard Cost and General Conditions Summary

LBG

9/5/2025

Preliminary Budget - Assumptions
West Park Presbyterian Church - 165 West 86th Street

Estimate was based on the following documents:

FMD Memo to DOB dated November 12, 2021 Amended December 2, 2021
FMD Façade Review Quantities dated December 12, 2021
FMD Memo to DOB re Violation 21-01507Dated November 16, 2021
FMD Memo Revised December 2, 2021 dated July 29,2025

CCI Accessibility Survey Existing Conditions dated November 11, 2021
CCI Fire Protection and Life Safety Existing Conditions Survey dated November 8, 2021 Revised November 11, 2021

Severud Associates Structural Observation Report Dated November 9, 2021
Severud Associates Structural Observation Report Dated November 16, 2021
Severud Emergency Structural Repair Sketch Dated November 23, 2021
Severud Follow-up Structural Observation Report Dated July 28, 2021

WPPC Existing Church Infill Scenario Upper West Side dated February 17, 2022
FX Collaborative "WPPC Existing Church Facility Area" Dated February 16, 2022
FX Collaborative COY Study Dated July 15, 2025

Assumptions, Qualifications and Exclusions:

FFE work specific to the church, including fire rated stage equipment is excluded
All permits are by owner.

Restoration of existing millwork is excluded. It is assumed that any repair work will use new substitutions.
SSM is excluded
Construction hoist is excluded.
No costs are included to meet existing light and air requirements except in allowance for residential use
An allowance is included for new insulation to meet energy code and new exterior glazing OVER the existing glass windows.
Note that while we are carrying costs for repairing the façade, there has been no discussion on bringing the building up to code for seismic considerations. Should there be a need to stabilize the masonry bell tower / steeple, there would be considerable costs for structural reinforcement and bracing that are not currently included.

Note the above do not take into account modifications to the existing foundation, slabs or supporting elements that may be required due to the new increase in loading due to change in occupancy.

LBG

9/5/2025

Preliminary Hard Cost - Summary
West Park Presbyterian Church - 165 West 86th Street

TRADE DESCRIPTION	CCIP	SDI	A Remain Church - Façade Restoration - No Code Improvements	B Commercial / Community Facility 'White Box' - Façade Restoration, Code Improvements	C Commercial / Community Facility 'White Box' with Infill - Façade Restoration, Code Improvements	D Residential Use
02 40 00 - Demo	Y	Y	$0	$1,450,000	$1,450,000	$3,861,360
02 40 10 - Abatement	Y	Y	$0	$390,000	$390,000	$790,000
03 30 00 - Cast In Place Concrete	Y	Y	$0	$252,000	$397,920	$2,513,190
04 20 00 - Masonry	Y	Y	$0	$781,469	$781,469	$660,903
04 30 10 - Façade Restoration Scope w/ New Scope	Y	Y	$13,865,544	$13,865,544	$13,865,544	$13,865,544
04 30 20 - Window Restoration	Y	Y	$1,896,376	$0	$0	$0
04 30 30 - New Egress	Y	Y	$0	$127,500	$127,500	$127,500
05 10 00 - Structural Steel	Y	Y	$0	$1,230,000	$1,412,400	$525,000
05 20 00 - Misc Metal	Y	Y	$0	$343,163	$343,163	$220,393
05 20 10 - Wall Stabilization Per Severud Analysis dated July 22, 2022	Y	Y	$1,170,947	$1,170,947	$1,170,947	$1,170,947
06 05 00 - Structural Repair (Wood Framing / Trusses)	Y	Y	$0	$175,000	$175,000	$175,000
06 10 00 - Drywall / Miscellaneous Carpentry / Millwork & Trim	Y	Y	$0	$3,010,305	$3,101,505	$100,000
06 40 00 - Architectural Millwork	Y	Y	$0	$350,000	$350,000	$0
07 20 00 - Fireproofing	Y	Y	$0	$100,000	$100,000	$0
07 40 00 - Roofing / Waterproofing	Y	Y	$0	$0	$0	$1,500,000
08 10 00 - Doors, Frames & Hardware (furnish only)	Y	Y	$0	$330,000	$330,000	$8,000
08 50 00 - New Windows, Louvers, Replacement Windows	Y	Y	$0	$350,000	$350,000	$445,000
08 80 00 - Interior Glazing & Shower Doors	Y	Y	$0	$0	$0	$0
09 30 00 - Ceramic and Stone	Y	Y	$0	$48,000	$48,000	$0
09 60 00 - Wood Flooring & Carpet	Y	Y	$0	$75,000	$75,000	$0
09 90 00 - Painting	Y	Y	$0	$0	$0	$0
10 14 00 - Signage	Y	Y	$0	$25,000	$25,000	$25,000
10 80 00 - Specialties	Y	Y	$0	$25,000	$25,000	$25,000
50 00 00 Interior Fit out Allowances	Y	Y	$0	$2,468,700	$2,833,500	$8,169,150
14 20 00 - Elevators	Y	Y	$0	$200,000	$200,000	$500,000
14 85 00 - Scaffolding and Protection	Y	Y	$0	$661,750	$661,750	$0
21 00 00 - Fire Protection System	Y	Y	$0	$572,504	$651,136	$732,300
22 00 00 - Plumbing	Y	Y	$0	$435,000	$489,720	$320,000
23 00 00 - HVAC Piping & Ductwork	Y	Y	$0	$1,290,000	$1,370,256	$1,290,000
26 00 00 - Electrical & Low Voltage	Y	Y	$0	$859,537	$1,023,697	$964,436
26 50 00 - Lighting Fixtures	Y	Y	$0	$74,064	$85,008	$214,380
31 00 00 - Excavation / Foundation	Y	Y	$0	$377,000	$377,000	$1,068,000
32 30 00 - Site work	Y	Y	$0	$135,000	$135,000	$135,000
32 40 00 - Landscaping	Y	Y	$0	$0	$0	$0
01 35 04 - Site Security (Allowance)	Y	Y	$0	$330,000	$330,000	$330,000
01 35 28 - Site Safety (Excluded)	Y	Y	$0	$0	$0	$0
FFE - EXCLUDED			$0	$0	$0	$0
Trade Subtotals			**$16,932,867**	**$31,502,483**	**$32,675,515**	**$39,736,103**
General Conditions Costs		13%	$2,201,273	$4,095,323	$4,247,817	$5,165,693
Subtotal			**$19,134,140**	**$35,597,806**	**$36,923,332**	**$44,901,796**
Design Contingency		10%	$1,693,287	$3,150,248	$3,267,551	$3,973,610
Construction Contingency		10%	$1,693,287	$3,150,248	$3,267,551	$3,973,610
Subtotal			**$22,520,713**	**$41,898,302**	**$43,458,435**	**$52,849,016**
CCIP		10.00%	$2,252,071	$4,189,830	$4,345,843	$5,284,902
Subtotal			**$24,772,784**	**$46,088,132**	**$47,804,278**	**$58,133,918**
Insurance (Professional/Auto/Offsite/ Pollution)		2.50%	$563,018	$1,047,458	$1,086,461	$1,321,225
Subtotal			**$25,335,802**	**$47,135,590**	**$48,890,739**	**$59,455,143**
Construction Services Fee		4.00%	$900,829	$1,675,932	$1,738,337	$2,113,961
Subtotal			**$26,236,631**	**$48,811,522**	**$50,629,077**	**$61,569,104**
SDI		1.75%	$394,112	$733,220	$760,523	$924,858
Subtotal			**$26,630,743**	**$49,544,742**	**$51,389,599**	**$62,493,962**
Escalation 2023		5.5%	$1,464,691	$2,724,961	$2,826,428	$3,437,168
Escalation 2024		3.5%	$983,340	$1,829,440	$1,897,561	$2,307,590
Escalation 2025		3.0%	$872,363	$1,622,974	$1,683,408	$2,047,162
Total			**$29,951,137**	**$55,722,117**	**$57,796,996**	**$70,285,881**

APPRAISERS AND PLANNERS INC

UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS

For the purpose of this report, except as otherwise stated, it is assumed:

1. That the legal description is correct.
2. That the title to the property is legally sufficient.
3. That there are no encumbrances or defects of title.
4. That the property is free and clear of all liens.
5. That the property will be efficiently managed and properly maintained.
6. That there are no structural conditions which are not apparent.
7. That there are no sub-surface soil conditions which would cause extraordinary development costs.

The appraisal is made subject to the following contingent conditions:

1. That no liability is assumed because of inaccuracies or errors in information furnished by others.

2. That no liability is assumed as a result of matters of legal character affecting the property, such as title defects, encroachments, liens, overlapping boundaries, party wall agreements, and easements.

3. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser, and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. Except as the otherwise stated in the appraisal report, the value indication is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

4. This report is to be used in whole and not in part. The appraisal is invalid if used in part.

5. That no survey, structural or sub-surface soil investigation was made of the property by the authors of this report.

6. The authors herein by reason of this report are not required to give testimony in court with reference to the subject property unless otherwise previously arranged.

7. Possession of this report, or copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the applicant without the previous written consent of the appraiser.

8. This report was made for the purpose stated and should not be used for any unrelated purpose.

9. Each finding, prediction, assumption or conclusion contained in the report is the appraiser's personal opinion and is not an assurance that an event will or will not occur. Except as otherwise stated in the report, we assume that there are no conditions relating to the real estate, sub-soil or structures located on the real estate which would affect appraiser's analyses, opinions or conclusions with respect to the real estate that are not apparent.

10. Neither all nor any part of the contents of the appraisal report (especially the conclusions as to value, the identity of the appraiser, references to the Appraisal Institute or references to the MAI or SRA designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or other public means of communication without the prior written consent and approval of the appraiser.

11. Appraisers and Planners, Inc. has not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA, effective January 16, 1992). It is possible that a compliance survey of the property and a detailed analysis of the ADA requirements may reveal that the property is not in compliance with one or more requirements. If so, this fact might have a negative effect upon the value of the property. Appraisers and Planners, Inc. is not an ADA expert and has no direct evidence relating to this issue. This report does not reflect possible non-compliance with the ADA or its potential negative effect on the concluded value herein.

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no interest with respect to the parties involved.
- We have provided appraisal and consulting services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Adam L. Wald, MAI and Sharon Y. Locatell, MAI made an inspection of the property that is the subject of this report.
- No one provided real property appraisal assistance to the persons signing this report.
- As of the date of this report, Sharon Y. Locatell, MAI and Adam L. Wald, MAI have completed the continuing education program of the Appraisal Institute.

Adam L. Wald, MAI

Sharon Y. Locatell, MAI, CRE, MRICS

SHARON LOCATELL, MAI, CRE, MRICS - PRESIDENT
APPRAISERS & PLANNERS, INC.

Sharon Locatell is President of Appraisers & Planners, Inc. headquartered in New York City. She is the former Executive Director of Brown Harris Stevens Appraisal & Consulting, LLC, where she headed the division for 18 years. Appraisers & Planners is a general appraisal and consulting business. Ms. Locatell has over 30 years' experience in real estate valuation and consulting with a diversified background in terms of property type, and services offered. She is actively involved in market value appraisals, consulting assignments, arbitration proceedings, purchase price allocation studies, estate work, litigation support and expert witness testimony, and investment advisory consultation.

Ms. Locatell has acted as real estate appraiser and/or consultant to Rudin Management Company, Cord Meyer Development LLC , Jack Resnick & Sons, Inc., The LeFrak Organization Inc., The Shubert Organization, the Nederlander's, Richemont, McDonald's, Nixon Peabody LLP, AXA Equitable Life Insurance Co., Paul Weiss Rifkin LLP, Fried Frank Harris Shriver & Jacobsen LLP, Meister Seelig and Fein LLP, Madison International Realty, Muss Development LLC, Hudson River Park Trust, Morrison Cohen LLP, New York Racing Association, Inc., Titan Capital, Emerald Creek Capital, Roman Catholic Archdiocese of New York, Yeshiva University, Union Theological Seminary in the City of New York, Lord & Taylor, Wien & Malkin LLP, Consolidated Edison, Friedman LLP, Rockefeller Center, GAP Inc., as well as other institutions, corporations, law firms and individuals.

She has experience in both consultation and valuation of all types of properties including commercial, residential, retail, industrial, vacant land, as well as lease analysis, highest and best use studies, and feasibility studies. Ms. Locatell has testified as an expert witness in Federal District Court on numerous occasions, and in various local and state courts. She is also active as an arbitrator.

EDUCATION

Gettysburg College Gettysburg, Pennsylvania	Bachelor of Arts (BA) (1984-1988)
University of Florida Graduate School of Business Administration	Master's Degree (MA) Real Estate and Urban Analysis (1988-1990)

PROFESSIONAL AFFILIATIONS

Member of Appraisal Institute - **MAI**
Past President and Board Member of the New York Metropolitan Chapter
Counselor of Real Estate - **CRE**
Member – Royal Institution of Chartered Surveyors – **MRICS**
American Arbitration Association (**AAA**) – Panel of Arbitrators
Member - Real Estate Board of New York
New York State Certified General Real Estate Appraiser #46000007350
New Jersey State Certified General Real Estate Appraiser #42RG00196800
Connecticut State Certified General Real Estate Appraiser #RCG0001066

ADAM L. WALD, MAI – EXECUTIVE VICE PRESIDENT
APPRAISERS & PLANNERS, INC.

PROFESSIONAL EXPERIENCE

2021 - Present: Executive Vice President – Appraisers & Planners, Inc.
2015 - 2021: Vice President – Appraisers & Planners, Inc.
2014 - 2015: Senior Staff Appraiser – Appraisers & Planners, Inc.
2012 - 2013: Associate Staff Appraiser – Appraisers & Planners, Inc.
2005 - 2012: Staff Appraiser - Sterling Appraisals, Inc.

EDUCATION

Bachelor of Arts – Brandeis University

Major in Economics
Minor in International Business

New York University School of Continuing Professional Studies:

Completed AQB education for New York State General Certification. Courses included Introduction to Real Estate Appraisal; Valuation Principles and Procedures; Introduction to Income Property Valuation; Principles of Income Property Appraising; Applied Income Property Valuation; Fair Housing, Fair Lending and Environmental Issues; and 15-Hour USPAP – Nation Uniform Standards of Professional Appraisal Practice

Appraisal Institute – Designation Education:

Business Practices and Ethics; Advanced Market Analysis and Highest and Best Use; Advanced Income Capitalization; Quantitative Analysis; General Appraiser Report Writing and Case Studies; and Advanced Concepts and Case Studies

PROFESSIONAL AFFILIATIONS

Designated Member, Appraisal Institute

CURRENT LICENSE

State of New York Certified General Appraiser - #46000050707
Commonwealth of Massachusetts Certified General Appraiser - #1000258

COMMUNITY ACTIVITIES

Board of Directors, Metropolitan New York Chapter (2018-2021 Term)

- Chair, Education Committee

Current and Five Term Member of Manhattan Community Board 8 (2017-2027)

- Zoning and Development Committee Member

APPRAISAL EXPERIENCE

Adam has worked exclusively in commercial real estate appraisal and consulting services and has amassed nearly 18 years' experience in real estate valuation and consulting. Property types appraised include multi-family, retail, industrial, manufacturing, office and institutional with a focus on development land, development rights and ground-leased assets. Appraisal assignments include multi-tenant, single tenant, owner-occupied properties, leased fee and leasehold assignments. Appraisals have been prepared for an assortment of uses including estate and gift tax, tax certiorari, purchase and sale negotiations, litigation and condemnation.

Exhibit EE

November 2023 FX Collaborative Study

WEST-PARK PRESBYTERIAN CHURCH
EXISTING CHURCH FACILITY AREA
UPPER WEST SIDE

NOVEMBER 2, 2023

	Sanctuary		Parish House (Rectory)		Total	
	GSF	*Net Usable SF*	*GSF*	*Net Usable SF*	*GSF*	*Net Usable SF*
4th Fl			2,969	2,405	2,969	2,405
3rd Fl			1,519	806	1,519	806
2nd Fl	4,584	3,236	2,883	2,302	7,467	5,538
Ground Fl	6,620	4,981	2,889	2,294	9,509	7,275
Cellar	Crawl Space		3,218	2,329	3,218	2,329
Total	**11,204**	**8,217**	**13,479**	**10,136**	**24,683**	**18,353**

General Note:
All dimensions & conditions shown are approximate and are subject to field verification

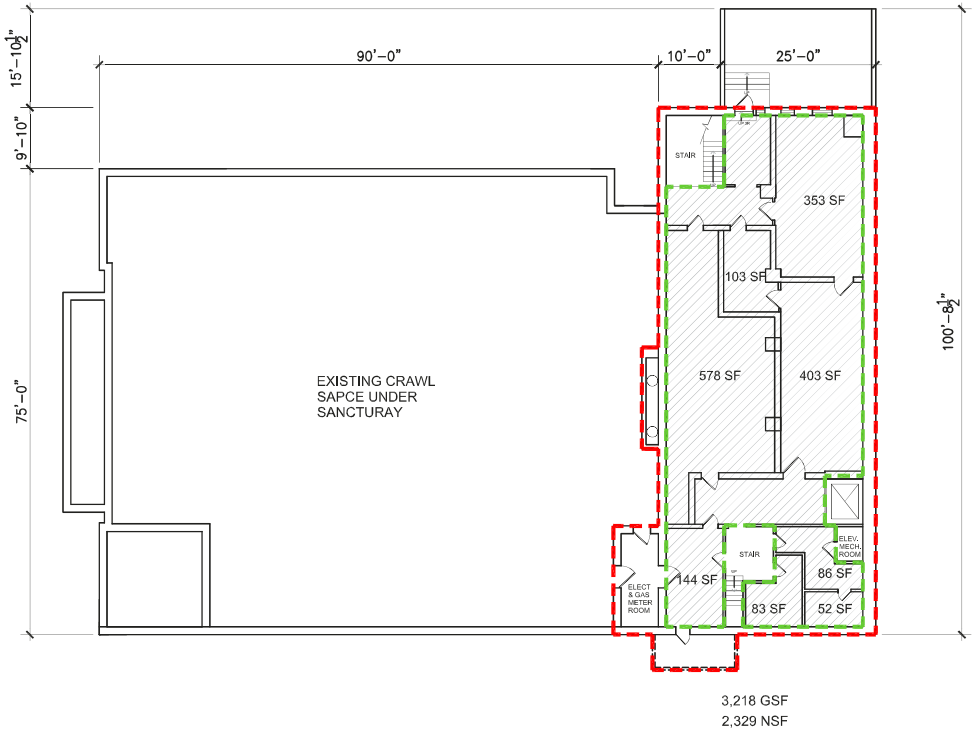
AREA SUMMARY

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LEGEND

GROSS AREA

NET USEABLE AREA



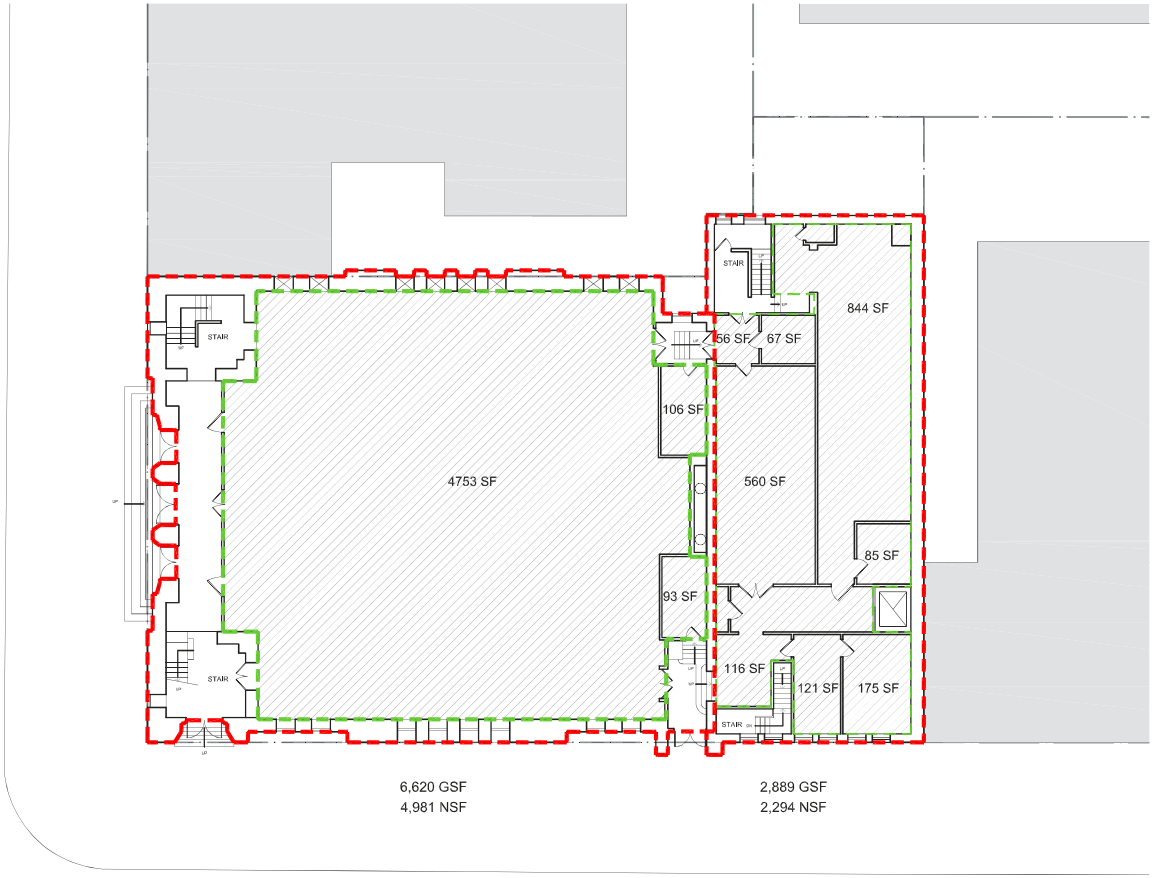
3,218 GSF
2,329 NSF

General Note:
All dimensions & conditions shown are approximate and are subject to field verification

3 NOVEMBER 2023
WEST-PARK PRESBYTERIAN CHURCH

CELLAR LEVEL

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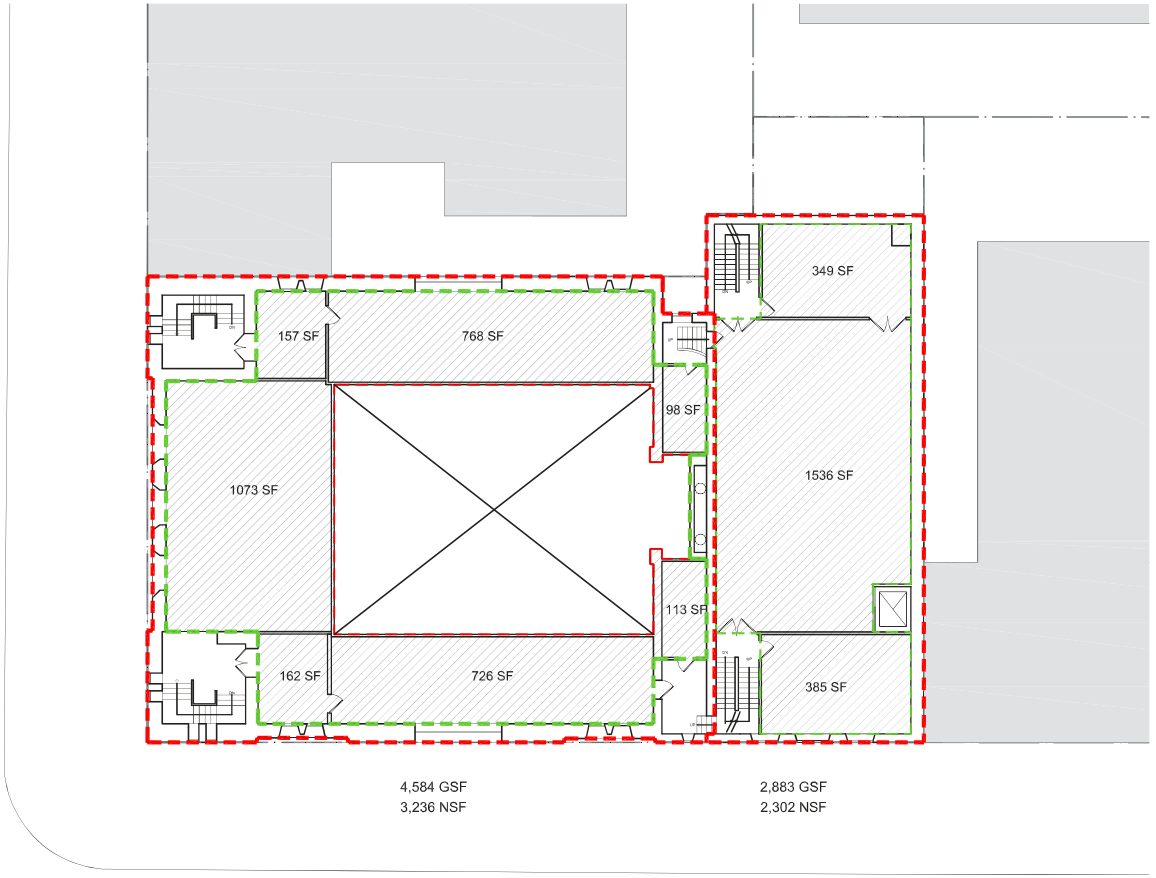
General Note:
All dimensions & conditions shown are approximate and are subject to field verification

3 NOVEMBER 2023
WEST-PARK PRESBYTERIAN CHURCH

Ground Floor

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ALCHEMY PROPERTIES fxcollaborative



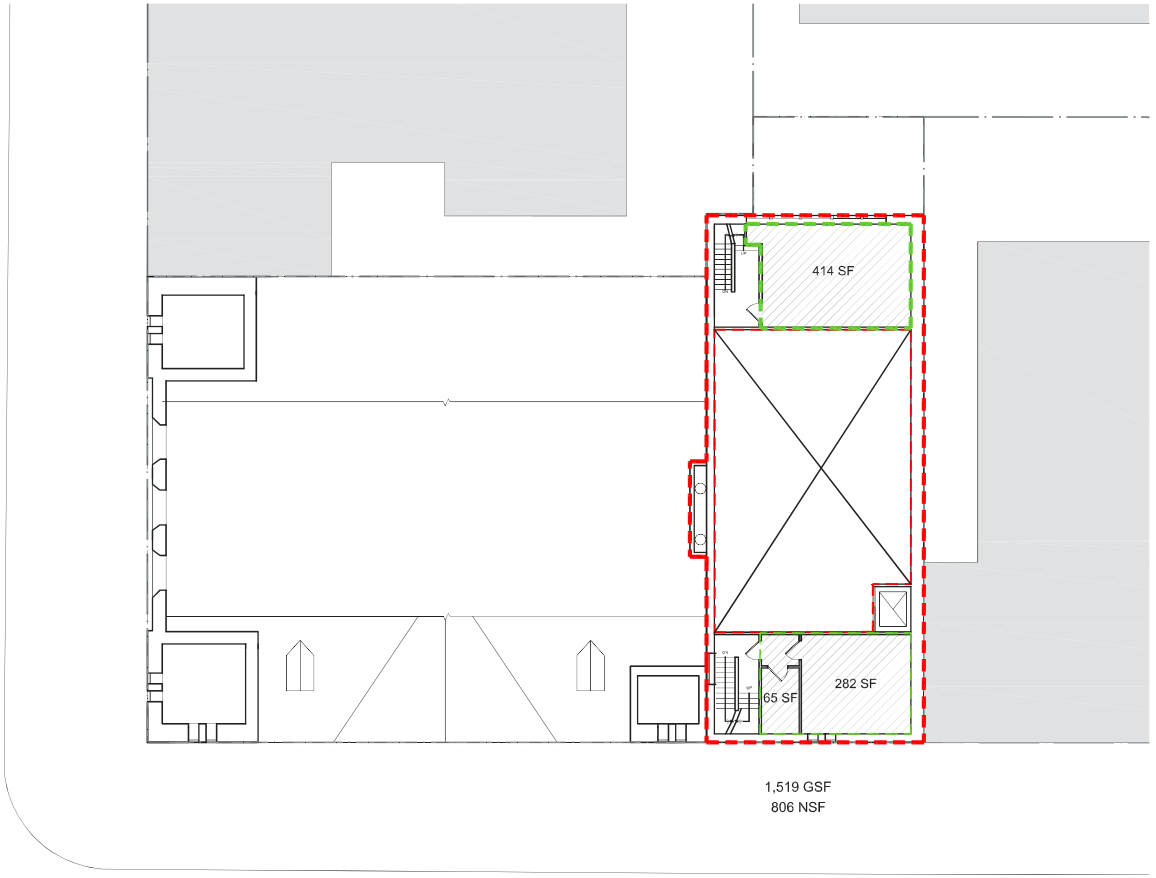
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WEST-PARK PRESBYTERIAN CHURCH

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Second Floor

ALCHEMY PROPERTIES fxcollaborative



LEGEND

GROSS AREA

NET USEABLE AREA

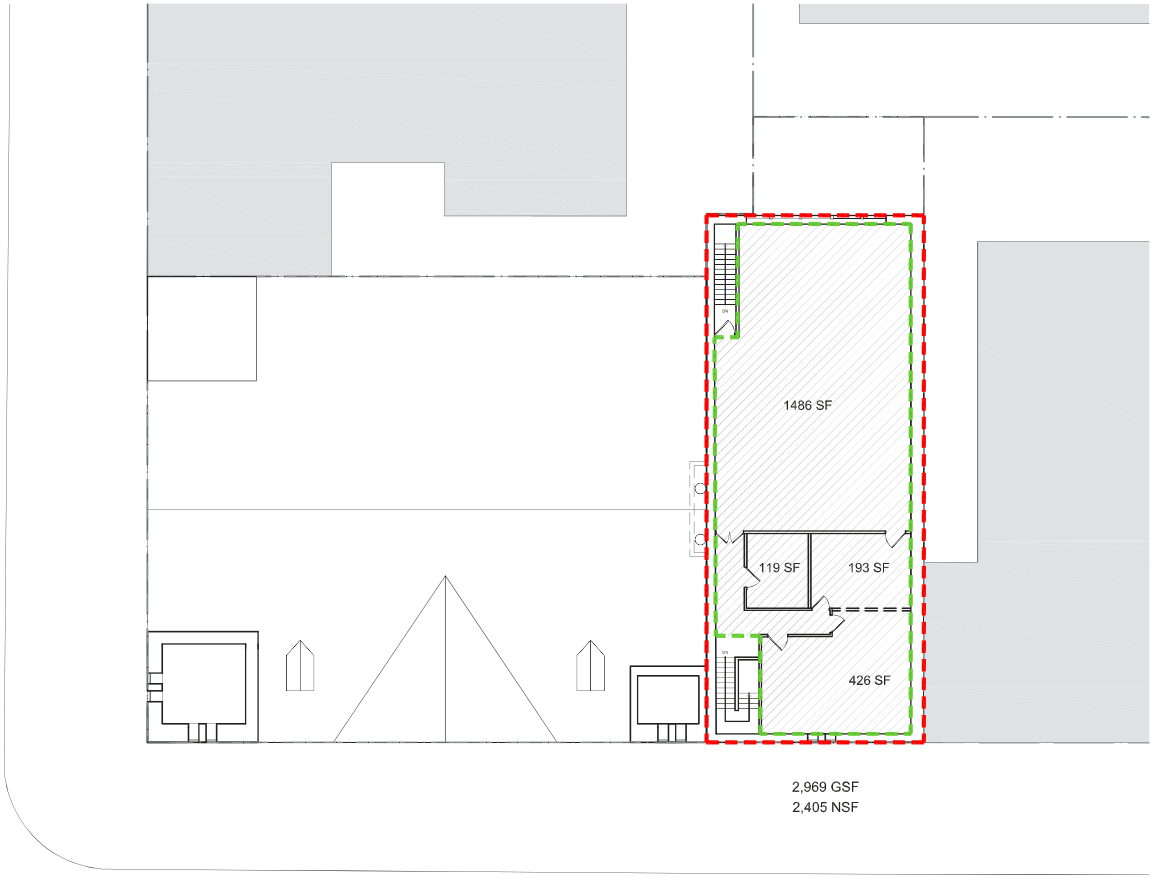
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3 NOVEMBER 2023
WEST-PARK PRESBYTERIAN CHURCH

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Third Floor

ALCHEMY PROPERTIES fxcollaborative



General Note:
All dimensions & conditions shown are approximate and are subject to field verification

3 NOVEMBER 2023
WEST-PARK PRESBYTERIAN CHURCH

Fourth Floor

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Exhibit FF

February 2022 FX Collaborative Study

WEST-PARK PRESBYTERIAN CHURCH

EXISTING CHURCH INFILL SCENARIO

UPPER WEST SIDE

FEBRUARY 17, 2022

- Cellar Level
  - Gross Area: 3,218 SF
  - Net Useable Area: 2,329 SF
- Ground Floor
  - Gross Area: 9,514 SF
  - Net Useable Area: 7,275 SF
- Second Floor
  - Gross Area: 9,624 SF
  - Net Useable Area: 7,695 SF
- Third Floor
  - Gross Area: 3,010 SF
  - Net Useable Area: 2,310 SF
- Fourth Floor
  - Gross Area: 2,969 SF
  - Net Useable Area: 2,405 SF

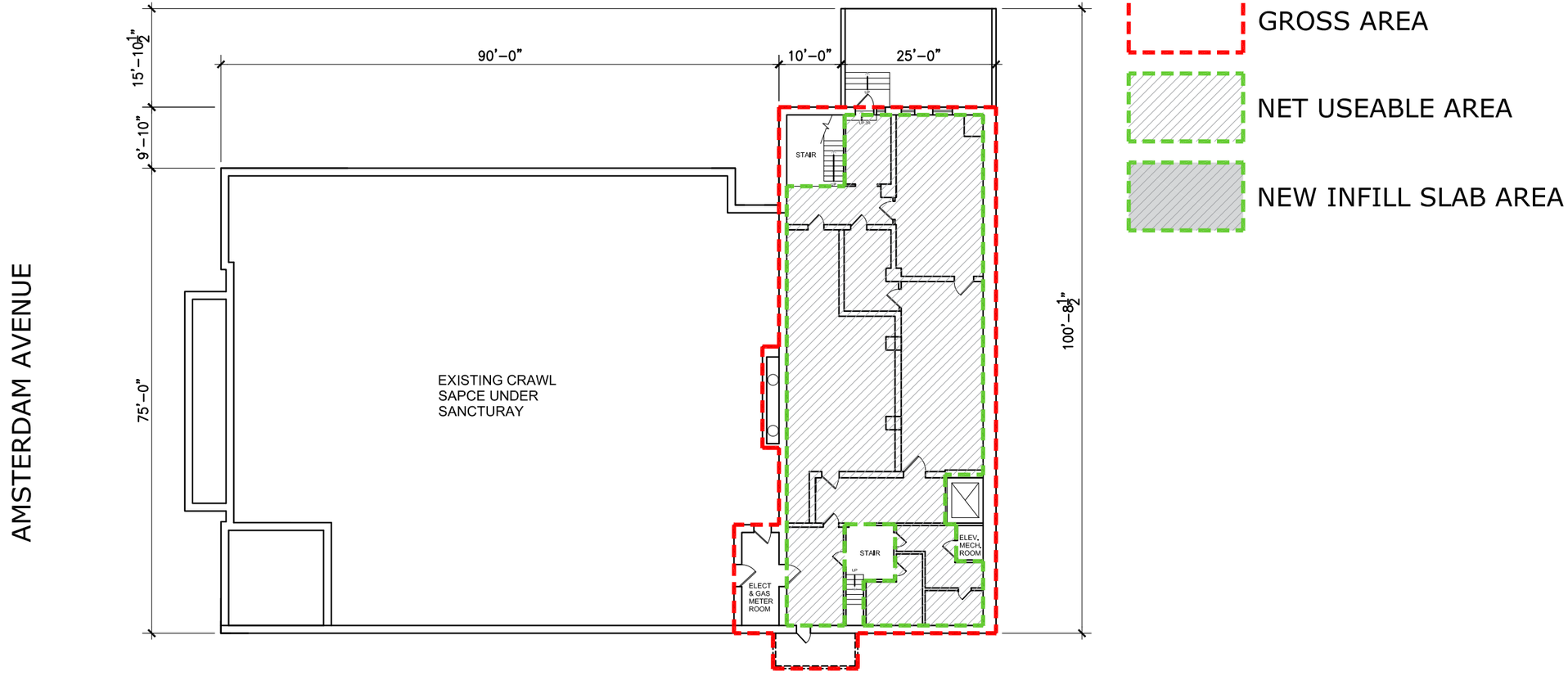
- New Infill Slab Area
  - Second Floor: 2,157 SF
  - Third Floor: 1,491 SF
- Above Ground Total Area
  - Gross Area: 25,117 SF
  - Net Useable Area: 19,685 SF
- Above and Below Ground Total Area
  - Gross Area: 28,335 SF
  - Net Useable Area: 22,014 SF

General Note:
All dimensions & conditions shown are approximate and are subject to field verification

AREA SUMMARY

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Gross Area : 3,218 SF
Net Useable Area: 2,329 SF



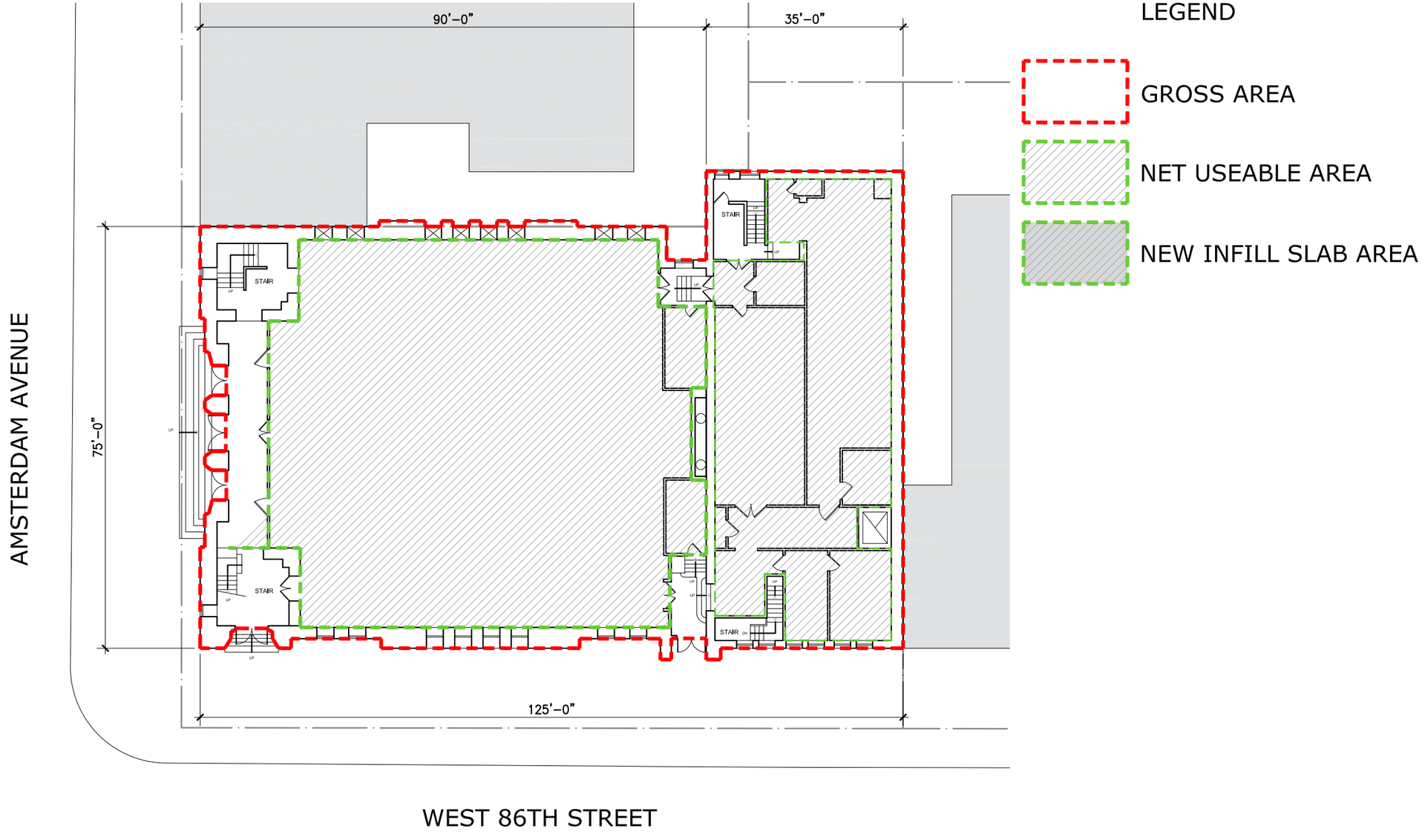
General Note:
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17 FEBRUARY 2022
WEST-PARK PRESBYTERIAN CHURCH

CELLAR LEVEL

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Gross Area : 9,514 SF
Net Useable Area: 7,275 SF



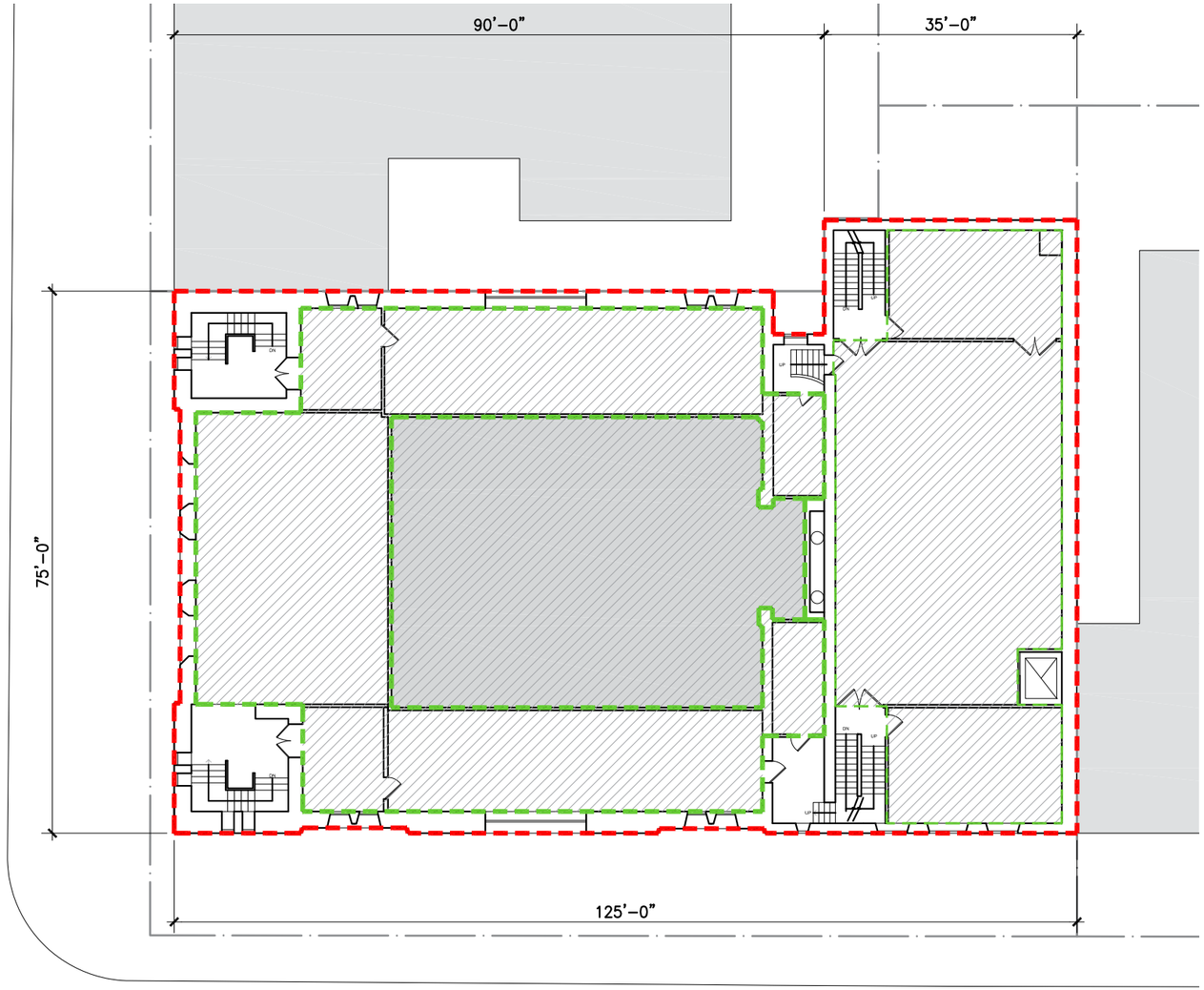
General Note:
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17 FEBRUARY 2022
WEST-PARK PRESBYTERIAN CHURCH

Ground Floor

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Gross Area : 9,624 SF
Net Useable Area: 7,695 SF
(New Infill Slab Area: 2,157 SF)



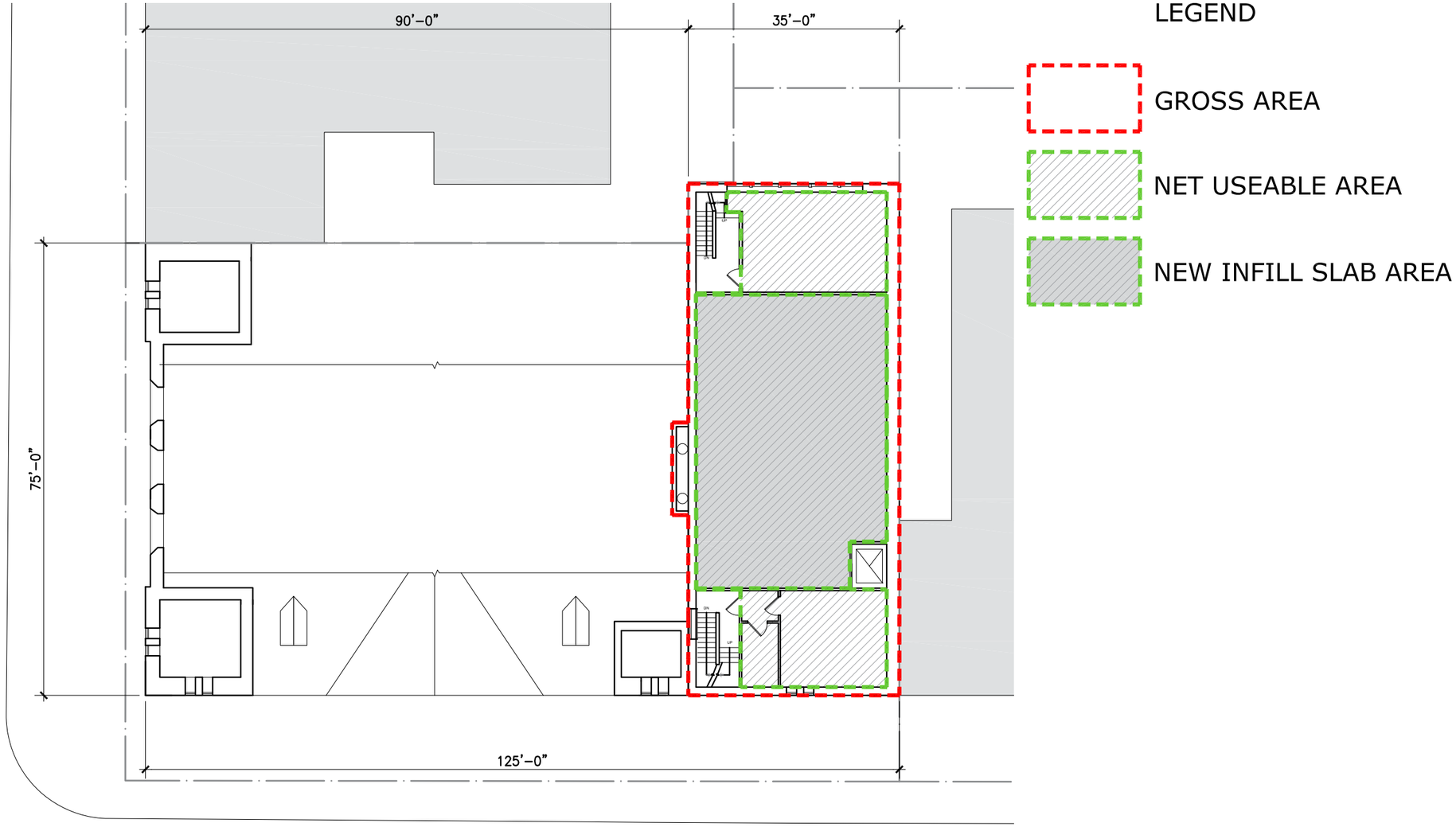
General Note:
All dimensions & conditions shown are approximate and are subject to field verification

17 FEBRUARY 2022
WEST-PARK PRESBYTERIAN CHURCH

Second Floor

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Gross Area : 3,010 SF
Net Useable Area: 2,310 SF
(New Infill Slab Area: 1,491 SF)



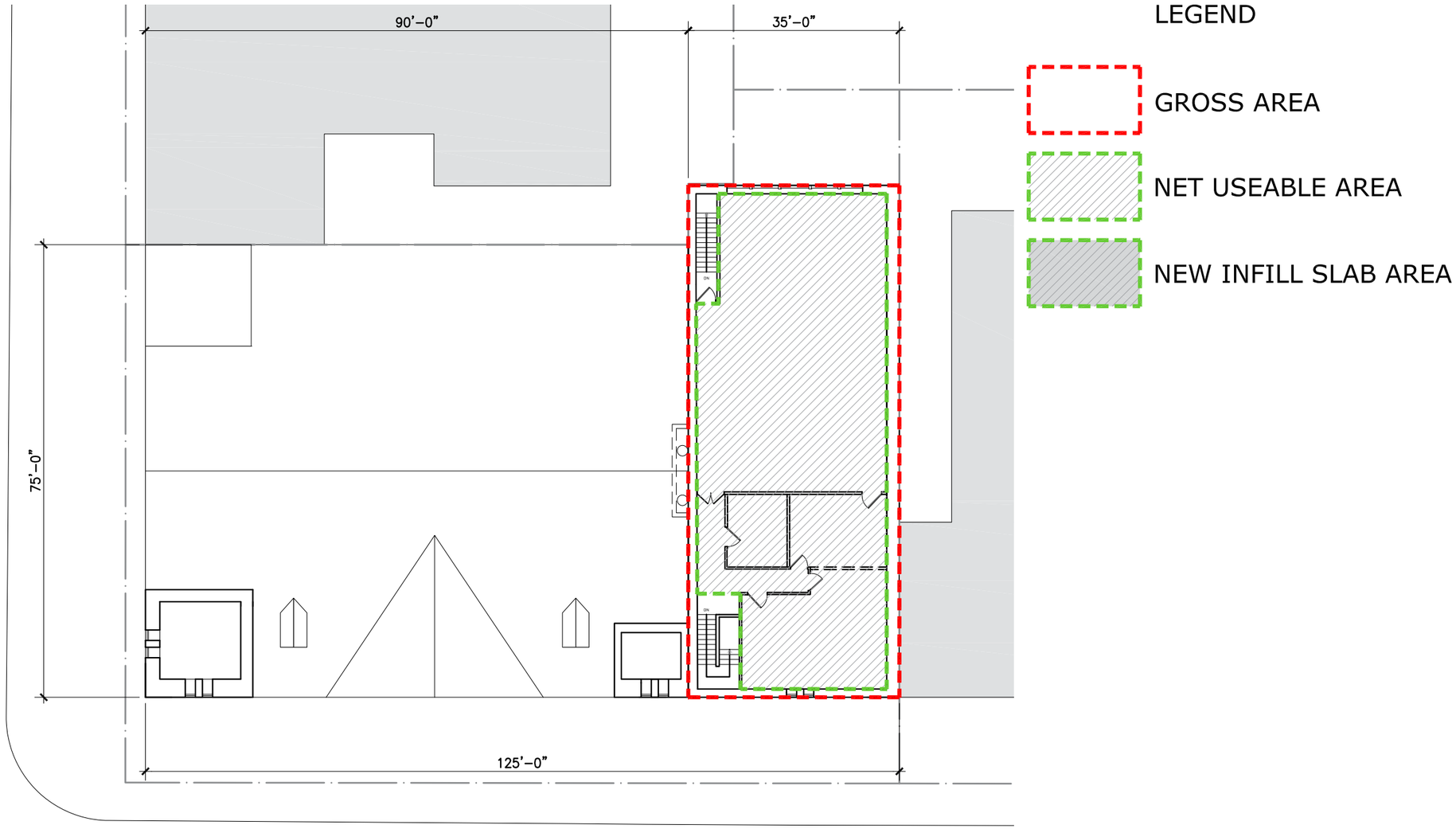
General Note:
All dimensions & conditions shown are approximate and are subject to field verification

17 FEBRUARY 2022
WEST-PARK PRESBYTERIAN CHURCH

Third Floor

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Gross Area : 2,969.17 SF
Net Useable Area: 2,405 SF



General Note:
All dimensions & conditions shown are approximate and are subject to field verification

17 FEBRUARY 2022
WEST-PARK PRESBYTERIAN CHURCH

Fourth Floor

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Exhibit GG

March 2023 FX Collaborative Study

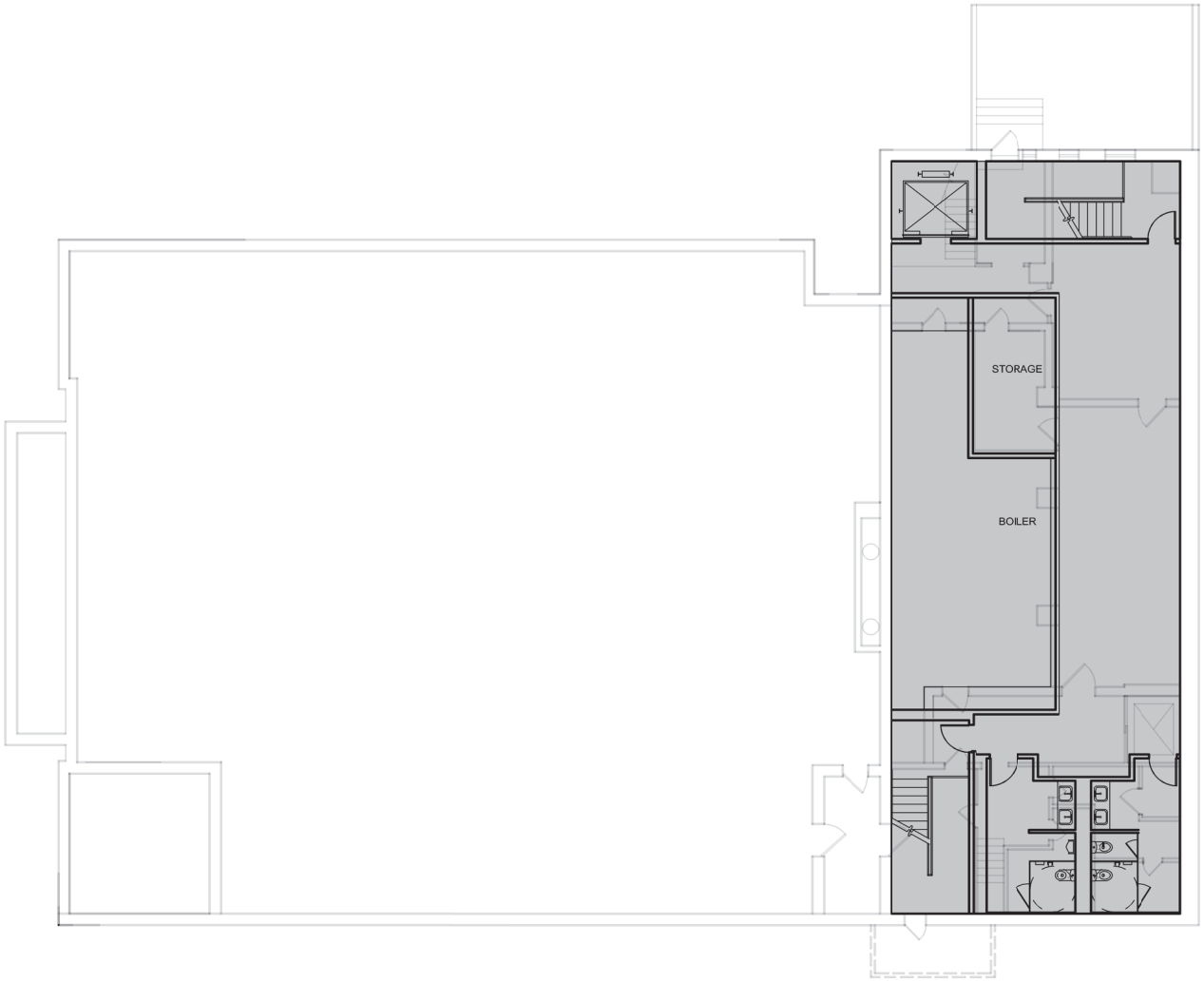
Parish House
White Box Scheme

Conceptual Plans

06 March 2023

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03/06/2023 | Conversion to accesible / Layouts
WPPC

Job Number 21019.L00

CELLAR PLAN
1" = 20'-0"

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New door, subject to
LPC approval

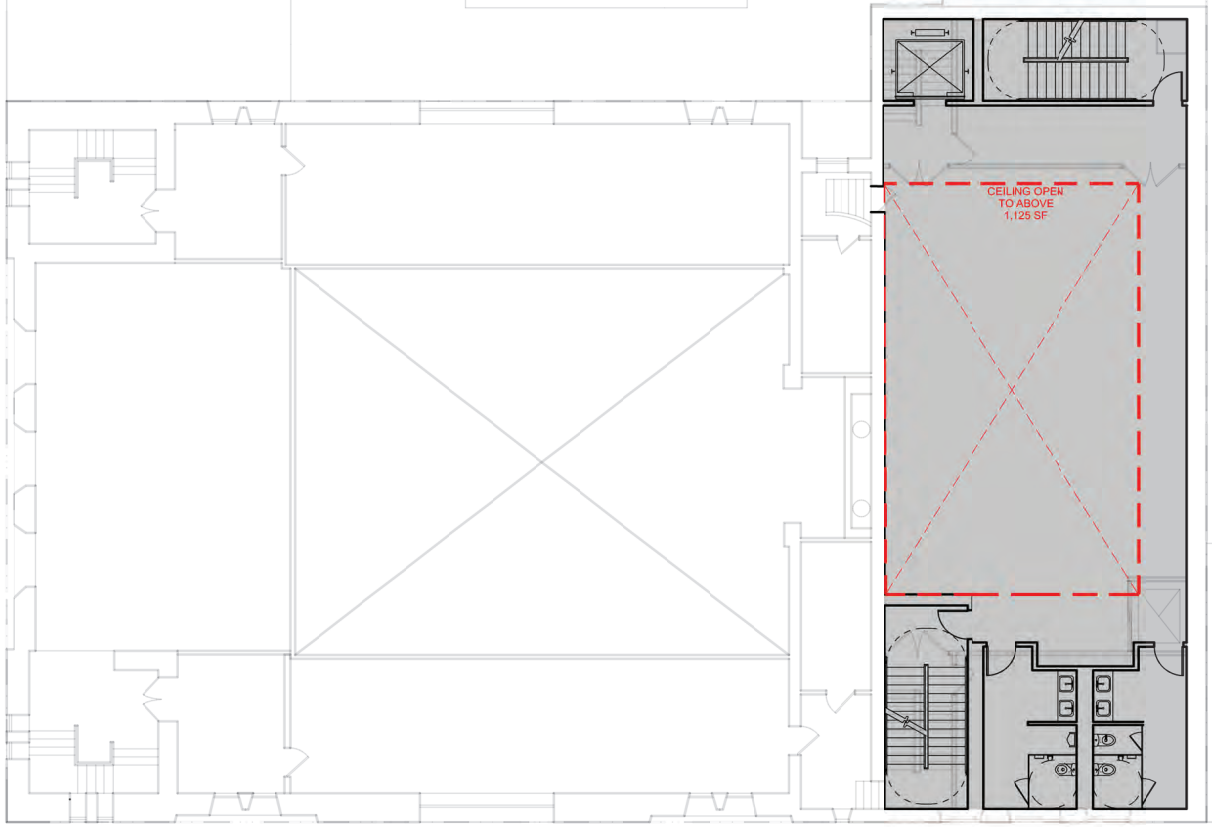
03/06/2023 | Conversion to accessible / Layouts
WPPC

Job Number 21019.L00

GROUND FLOOR PLAN
1" = 20'-0"

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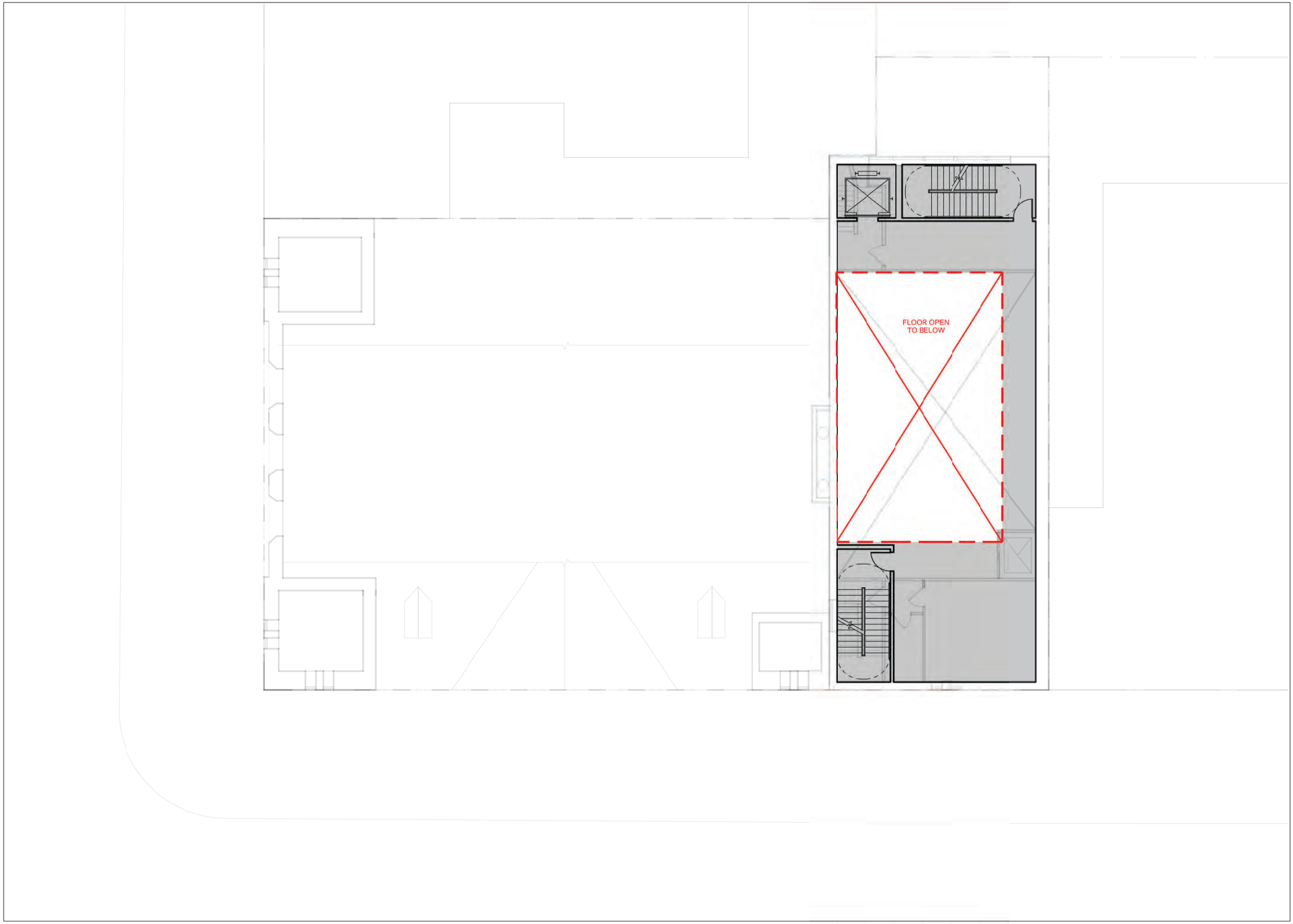
03/06/2023 | Conversion to accessible / Layouts
WPPC

Job Number 21019.L00

SECOND FLOOR PLAN
1" = 20'-0"

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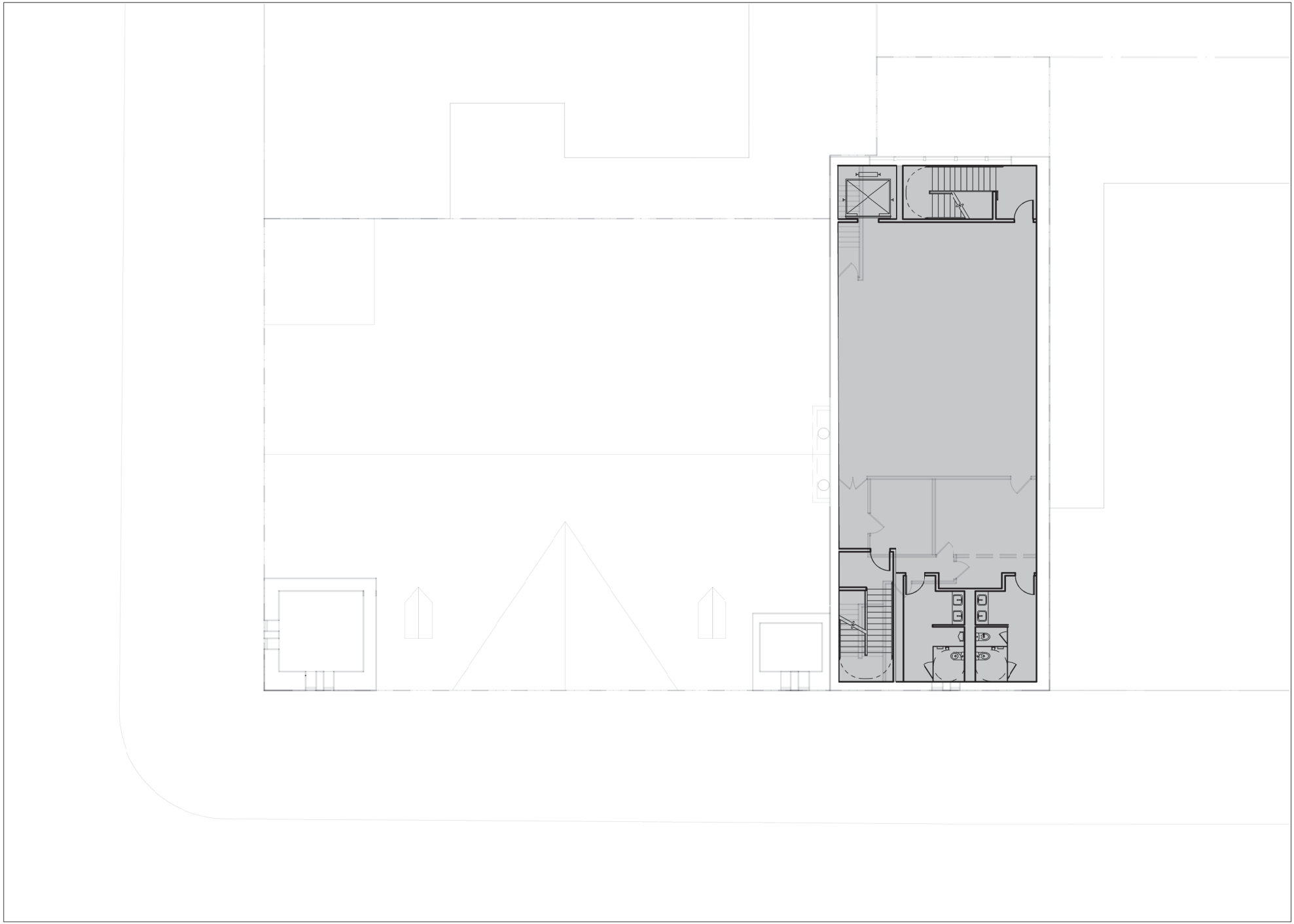
03/06/2023 | Conversion to accessible / Layouts
WPPC

Job Number 21019.L00

THIRD FLOOR PLAN
1" = 20'-0"

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03/06/2023 | Conversion to accessible / Layouts
WPPC

Job Number 21019.L00

FOURTH FLOOR PLAN
1" = 20'-0"

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Exhibit HH

FX Collaborative Memorandum

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West Park Presbyterian Church

Adaptive Reuse Feasibility Analysis/Partial Demolition

FXCollaborative Architects, LLP

4/1/22

Background

The applicant has retained FXCollaborative to assist in evaluating the feasibility of various development scenarios that preserve all or a portion of the existing West Park Presbyterian Church (WPPC) and would comply with the applicable zoning.

WPPC's facility is a New York City Landmark located at the corner of Amsterdam Avenue and West 86th Street on Manhattan's Upper West Side. The church was built in two phases: the Parish House (a.k.a. "Chapel") to the east was completed in 1885 and the Sanctuary to the west was completed in 1890. The second phase also included the refacing of the Parish House to create a unified exterior treatment. The façade is highly articulated, typical of its Romanesque Revival style, incorporating gables, a large bell tower, arched windows and doors, large stained glass lites, heavily rusticated stone, and carved stoned trim, detail and ornament. (Fig 1)



Figure 1

The church today is in extremely poor condition. Recent engineering inspections have identified dangerous and unsafe conditions. Critically, the red sandstone cladding – a notoriously fragile material - has deteriorated beyond a straightforward repair. Likewise, the interior spaces, which are being used for public assembly functions, lack code-compliant egress, accessibility and fire protection. Bringing the condition of the building up to a state of safe, usable and appropriate repair is a significant hardship to the congregation, which has shrunk to a dozen members.

Scope of analysis

This analysis focuses on the architectural planning feasibility for two adaptive reuse and partial demolition scenarios as follows:

Scenario 1: Conversion of the two existing buildings to residential use

Scenario 2: Demolition of the Parish House; construction of a new residential building on the eastern portion of lot; renovation of Sanctuary as community facility

This analysis includes an assessment of the suitability for residential development from an architectural perspective. Zoning, code, preservation and residential planning parameters are considered. It is worth noting that constructability and financial feasibility are referenced, but are not within the purview of this analysis.

Façade Conditions vis-à-vis Adaptive Reuse

Any adaptive reuse scenario, including the two examined, will have to confront the considerable issues posed by the dire state of the existing façade.

The condition of the existing red sandstone façade is unsafe and in need of extensive restoration. Based on the applicant's consulting engineers' visual inspection of the street façade and tower, at least a third of the face stones are cracked, spalled and eroded to such a degree that they need to be replaced. This figure will undoubtedly increase as more extensive and invasive inspections are performed, including probes. The soft, layered, red sandstone façade has proved ill-suited as a façade material; its deterioration is a direct result of exposure to the elements. The condition has been exacerbated by water infiltration behind the face stones, causing the suspected unseen damage (which is likely significant) as well as the ill effects of patching and repointing with inappropriate materials.

Under an adaptive reuse scenario, it is logical and prudent to replace the *entire* sandstone façade with a more durable material. It is theoretically possible to selectively replace the stones and leave some of the historic fabric in place. However, after replacing a minimum of one third of the face stones (likely significantly more) - with the associated scaffolding, invasive construction work, disruption and cost - the remaining sandstone would continue its deterioration. It is difficult to imagine a non-profit organization, a residential condominium or co-operative, a developer or a lender finding this to be an acceptable situation, especially *after* a significant renovation. A rational and conscientious approach is to replace all the existing red sandstone with a cast-stone or other appropriate, stable, long-lasting material.

The wholesale replacement of the red sandstone poses a preservation conundrum. With careful design, such a replacement *could* come close to replicating the profiles, coloration and texture of the existing sandstone; the overall appearance *could* closely resemble a restored version of the existing. Nevertheless, with all the historic fabric removed, the end product would be a facsimile of the original building, not the preserved, authentic artifact.

Scenario 1

Scenario 1 envisions the conversion of the existing building into residential use. To achieve this, the building's façade and roof would need to be stabilized, repaired or likely replaced as noted above. Similarly, given the legal window considerations (see discussion below) it is likely that the roof and roof structure would need to be rebuilt. Almost all of the internal structure would be removed and replaced with new fireproof construction, probably cast-in-place concrete. Four new floors would be inserted in a manner to relate to the existing fenestration and roof lines (Figures 2a and 2b). A new vertical circulation core with egress stairs and an elevator would be constructed near the center of the plan (Figure 4). New utility services would be brought into the site and distributed.

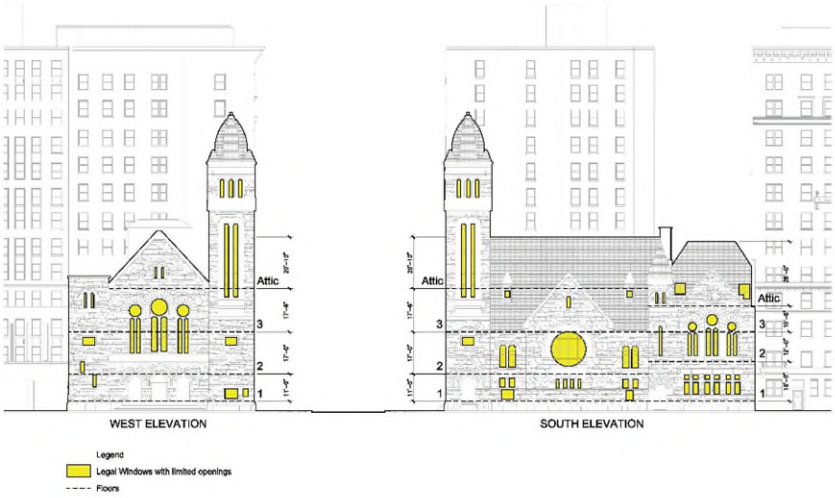


Figure 2a – Existing Windows



Figure 2b – Existing and Proposed Windows

Assuming that the above could be accomplished and the associated cost, constructability and preservation issues resolved, there are considerable additional planning concerns:

- *Street-facing Windows* WPPC's ecclesiastical architecture is primarily opaque, with windows making up only approximately 10% of the street façade (toned yellow in Figure 2a). Of the windows, about half are leaded ("stained") glass. This compares with pre-war residential buildings that are generally in the 22%-27% range and contemporary residential condominiums in the 40% range. In addition, the windows are spaced irregularly with large expanses of opaque frontage.

  It is axiomatic that well-proportioned, regularly spaced windows are critical to the crafting of residential apartment plans. To achieve this, a considerable number of new windows will need to be cut into the "existing" (more accurately, rebuilt) façade and into the roof on the highest floor. One such arrangement is illustrated in Figure 2b, with new windows toned in orange. It is doubtful that this level of intervention would be considered "appropriate" by LPC. In some instances, the Commission has allowed for subtle enlargement of existing openings and on rare occasions, new openings in primary facades. Exacerbating the problem is the predominance of stained glass. The stained glass, with its religious iconography and lack of transparency, could be unpopular with potential residents.

While the Commission has approved the removal of stained glass in at least one other adaptive reuse project, the windows do not allow for the code-required operability for natural ventilation. The windows would need to be replaced in their entirety to comply.

- *Legal Light and Air on North Side* Almost all the existing building's north façade is built on the lot line shared with 176 West 87th Street. As a result, there are no Courts or Yards of suitable dimensions to allow for legally required light and air for residential use on the north side. Without the creation of complying Yards or Courts, about half of the floor area will be unusable. (Figure 3)

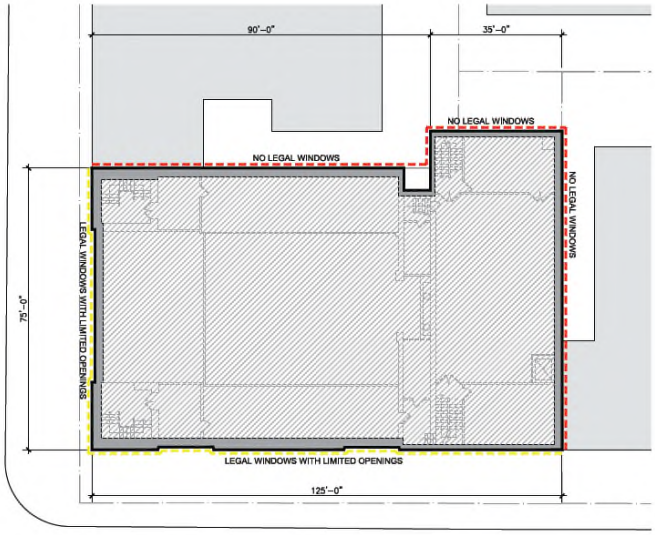


Figure 3 – Plan showing extent of "Legal Windows"

To provide for legal light and air, selective demolition of two portions of the north side of the building would be required. An Inner Court would need to be cut into the north side of the Sanctuary. The required dimension of such a court is 30' x 40' (Figure 4). To provide a complying court a substantial portion of the façade and roof will need to be demolished and reconfigured. While the resulting court will provide the legally required light and air, qualitatively there will be limited, compromised natural light and views especially considering the proximity of the south façade of 176 West 87th immediately to the north. In addition, approximately 12' of the rear of the Parish House will need to be demolished to provide a rear yard that would allow for legal light and air (Figure 4).

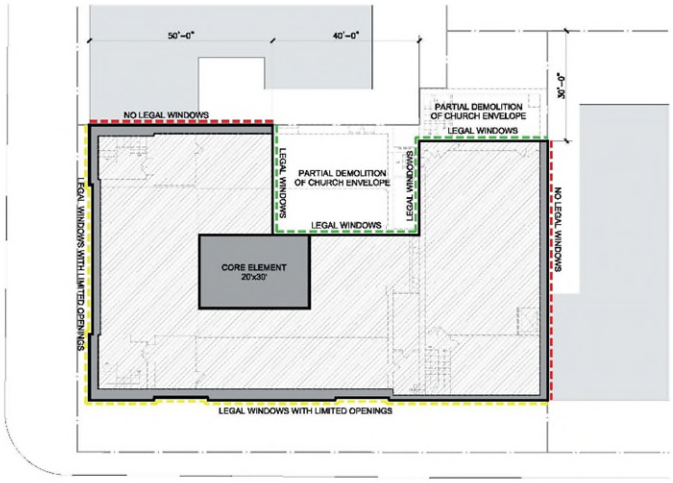


Figure 4 – Plan with Required Courts and Yards

- *Substantial Foundation Modifications:* The incorporation of the new Inner Court (for legal light and air) will introduce a new geometry of load bearing walls on the existing foundation in a manner other than it was designed to accommodate. This will require substantial reinforcement to the existing foundation to redistribute the new loads and maintain requisite structural integrity. The means and methods employed to make these foundation modifications will be invasive and require heavy machinery that could further accelerate the deterioration of the existing building's fabric.

- *Limited, Compromised Floor Area:* A residential conversion within the limited volume of the existing building, including the reductions on the north side to allow for legal light and air, will yield approximately 28,500 Gross Square Feet above grade. Adjusting for normal mechanical factors, this would yield approximately 26,800 Zoning Square Feet or 2.6 FAR. Based on preliminary layouts and accepted planning parameters, the project would yield approximately 20,600 rentable/sellable square feet. Approximately 3,500 sf of sellable area is on the ground floor, all of it facing the street. Since the site is at a busy intersection of two wide streets, the at-grade apartments - will be less desirable. As noted above, the north- facing units would have minimal views and will also be compromised. The street-facing units on floors 2-4 would only be acceptable if there were to be substantial relief from LPC to increase the windows, as discussed above, which would arguably require inappropriate alterations to the existing church.

The minimal yield of attractive, plannable residential floor area is out of proportion to the extensive - and most certainly costly and risky - modifications to the existing structure, which would leave very little of the historical fabric in place. The plan would not provide any space for a community facility.

Scenario 2

Scenario 2 envisions the demolition of the Parish House and a new residential building constructed in its place that cantilevers over a renovated Sanctuary (Figure 5). The Sanctuary would be renovated and brought up to code compliance and a state of good repair to allow for its use for worship services or as a community facility. The Sanctuary's façade and roof would need to be stabilized, repaired and replaced as per the discussion above. In addition, a complex structural operation is required to separate the two building to allow for the Parish House to be demolished and the Sanctuary building to be self-supporting.



Figure 5

After demolition of the Parish House, a new residential building would be constructed in its place. The Parish House portion of the lot is approximately 33’ wide and 100’ deep. A rear yard is required on the northerly 30’ of this sliver, leaving a 33’ X 70’ tower footprint. This is quite small, especially considering the core elements, therefore the upper floors are stepped out and over the church.

The result is a 13-story building containing approximately 35,000 Gross Square feet above grade (38,200 including one cellar) and approximately 32,900 zoning square feet. The ground and second floors would be dedicated to lobby, shared amenity and support spaces and any mechanical spaces that could not fit into the minimal cellar. The resulting net sellable area on floors 3-13 is approximately 23,200 SF with full-floor units, or 20,400 if there are multiple residences per floor (a common corridor would be required and excluded from sellable floor area).

The resulting residential building has significant negative attributes:

- *It yields small, inefficient floor plans.* The residential floor sizes range from 2,285 SF to 3,100 SF. This is comparatively small for mid- and high-rise elevatored buildings. The prerequisite core elements including an elevator, a scissors stair, trash room, electrical closet and common corridor will total approximately 760 SF. The small, inefficient floors coupled with the constrained Cellar and Ground Floors, results in an overall building efficiency (gross to net sellable) is approximately 58%. This compares very unfavorably to the industry standard of about 78%-83%. On floors 3-8, residential planning is compromised because of having only two exposures for windows (Figure 6).

- *It uses approximately one quarter of the site's allowable floor area.* The scheme uses approximately 32,150 ZSF, or 3.17FAR of the total allowable of 12FAR.

- *It is an ungainly form with an awkward relationship to the remaining portion of the Landmark (albeit rebuilt with little / none of the existing sandstone façade remaining).* While cantilevered and corbelled strategies are not intrinsically awkward, their application at this specific site is. The stepping over the church makes for a top-heavy mass that competes with the architectural composition of the steeple tower and gables. Eschewing the cantilever on the upper floors will result in a loss of 3,600 sellable square feet, exacerbating an already highly inefficient condition.

- *It is an overly complex construction.* The small footprint, constrained site conditions and cantilever over the historic structure makes construction difficult and expensive. The core would be pushed up against the neighboring 161 West 86th Street, likely necessitating underpinning. If underpinning permission is not grated the foundation will need to be pulled away from the adjacent building, further compromising the efficiency and planning of the floors above.

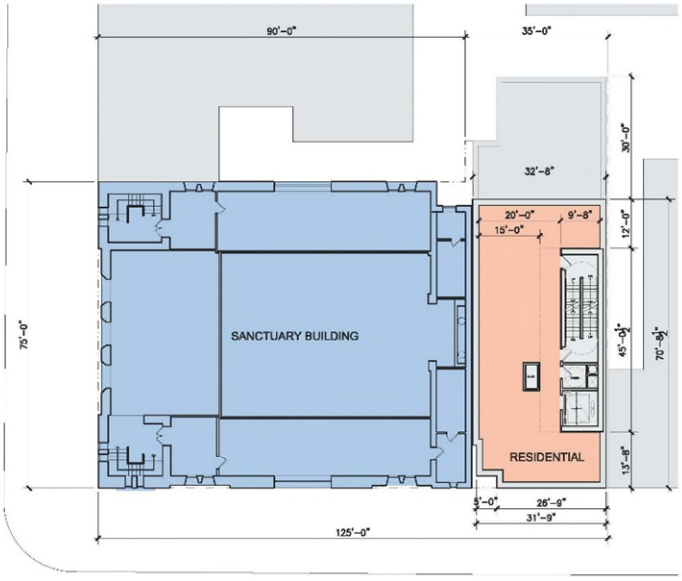


Figure 6

The resulting scheme, if built, would be an extremely inefficient and graceless tower, with an awkward relationship to a rebuilt sanctuary, albeit with none of the historic facade remaining. The building would certainly be very expensive, reflecting its small size, and the complications and risks stemming from its constrained site.

It is worth noting that the massing of this scenario needs to comply with the "Sliver Law", as it is less than 45' wide. Accordingly, it cannot exceed the height of the adjacent, 161 West 86th Street building. If zoning relief were possible (e.g. through a BSA variance), a larger, taller building could be constructed. However, this scenario is even more awkward and complex then the scheme examined above (Figure 7).



Figure 7

Exhibit II

Weitzman Report

WEITZMAN
Real Estate Consultants

October 9, 2023

Mark A. Silberman, Esq.
Counsel
Landmarks Preservation Commission
Municipal Building
One Centre Street, 9th Floor North
New York, New York 10007

Re: Memorandum on Weitzman Associates' Review of Submitted Public Documents related to the Financial Hardship Application that was submitted for:

West -Park Presbyterian Church
165 West 86th Street, New York, New York
Block 1217, Lot 1
LPC Docket # LPC-22-09135

Weitzman Associates, LLC ("Weitzman") was engaged by the Landmarks Preservation Commission to review the merits and reasonableness of an application that has been submitted by ownership of the above-mentioned property ("Applicant") to the Landmarks Preservation Commission related to the claim of financial hardship that the landmark designation has created for the property and current ownership. The property is a church/community facility building that is allegedly in a deteriorating condition and is purported to have significant deferred maintenance that would require a significant investment to rehabilitate. Pursuant to NYC Administrative Code 25-309, ownership has claimed a financial hardship and has requested the ability to demolish the property and to allow for the development of a new residential condominium building.

In analyzing the claim of financial hardship, Weitzman has completed the following tasks:

1.) A review of all documents that have been presented by Applicant and received by the Landmarks Preservation Commission by the Applicant related to the subject property.
2.) A review of the assumptions utilized by the Applicant in their analyses, and the determination of their relevance.
3.) A search for additional market data, including comparables for their revenue and expense assumptions, to determine the reasonableness of the Applicant's assumptions and methodology.
4.) A review of the potential value associated with Transferable Development Rights (TDR's) at the subject property.
5.) A collaboration with Cumming (who has been separately engaged) on the reasonableness of the construction cost estimates under the various scenarios.
6.) A determination if other re-development/development scenarios should be utilized, and, if so, prepare such analyses. This includes an analysis of the potential for a phased approach for the deferred maintenance and rehabilitation costs of the building.

7.) Any other analyses that would result from testimony at the Hearings, and/or additional information that is provided by the Applicant.
8.) A review and analysis of the Applicant's claim of financial hardship in relation to existing laws within the Landmarks provisions in New York City.
9.) A review and analysis of Exhibit P – FX Collaborative's April 1, 2022 Memorandum in the April 5, 2022 Notice to Proceed Document.

These analyses were prepared by Keith A. Brenan, CRE and Marie-Danielle Faucher, MAI, MRICS, AIA Assoc., OAQ. Keith A. Brenan inspected the property on September 22, 2022. Weitzman is not an expert in the estimation of construction costs. As such, Weitzman consulted with Cumming during the site inspection and throughout the review of the submitted documents. As noted herein, Cumming was able to review the construction and development costs that were submitted to the Landmarks Preservation Commission by the Applicant in this matter, and has prepared their own estimate to allow for a side-by-side comparison. **In Cumming's opinion, the cost estimate prepared by LBG in April 2023 (and previously in April 2022), for the costs needed to re-develop the property subject in all three presented scenarios are reasonable**.

We note the following as it relates to our findings and conclusions for each of the aforementioned scope items:

1.) A review of all documents that have been received by the Landmarks Preservation Commission by the Applicant related to the subject property.

Weitzman has reviewed the following documents that were made available to us via the publicly accessible website for the Landmarks Preservation Commission. The documents are presented in order of relevance to our scope. Aside from additional documents that are referenced, or presented, herein, no additional documents were reviewed.

a) Economic Analysis Report dated April 4, 2022 and updated as of April 12, 2023, prepared by Appraisers and Planners Inc.
b) Peer Review of Hard Construction Costs dated October 24, 2022, and updated as of June 2, 2023, prepared by Cumming.
c) Application for a Notice to Proceed prepared by Kramer Levin and addressed to the Landmarks Preservation Commission, dated April 5, 2022., along with a Package of Responses and additional reports presented by Kramer Levin as of April 13. 2023 (the "April 2023 Package").
d) Landmarks Preservation Commission's Public Meeting Presentation, and associated Supplement Materials prepared by the Applicant, for the July19, 2022 Public Meeting.
e) Letter from the West Park Administrative Commission to the Landmarks Preservation Commission dated May 12, 2022.
f) Adaptive Reuse Feasibility Analysis/Partial Demolition document prepared by Fx Collaborative dated April 1, 2022, with subsequent analyses presented in the April 2023 Package.
g) Preliminary Budget prepared by LBG dated February 18, 2022 and updated as of the April 10, 2023. *Weitzman relied on Cumming's review of the same.*
h) Preliminary Budget – Multi Unit Resi Conversion prepared by LBG dated April 1, 2022 and updated as of April 10, 2023. *Weitzman relied on Cumming's review of the same.*
i) Excerpts from LZA Technology's report dated May 17, 2001 (presented as Exhibit A).

j) The Conservation Assessment study from Martin Weaver dated March-April 2001 (presented as Exhibit B).
k) West Park Presbyterian Church 2010 Testimony to Landmarks Preservation Commission (presented as Exhibit C).
l) DOB Violations (presented as Exhibit D).
m) DOB Violations (presented as Exhibit E).
n) Report from FacadeMD related to the NYC DOB dated November 16, 2021 and December 2, 2021.
o) Report from Severud Associates dated November 16, 2021 on their structural observations of the subject property.
p) Report from CCI dated November 8, 2021 and December 9, 2021 on the fire protection and life safety conditions.
q) Façade Repair Report from Nova Construction Services dated January 7, 2022.
r) Excerpts with redactions of the Purchase and Sale Agreement between West-Park Presbyterian Church of New York City and Alchemy West 86th Street LLC.

2.) *A review of the assumptions utilized by the Applicant in their analyses, and the determination of their relevance.*

Weitzman has reviewed Appraisers and Planners' most recent report dated April 12, 2023 which presents the Applicant's argument to allow for demolition on grounds of hardship as defined by Landmarks Law. Weitzman's primary task was to focus on the merits and reasonableness of their analyses.

The report presents three re-development scenarios in order to prove the financial hardship subject to the rules and standards of NYC Administrative Code 25-309. Scenario 1 (defined as the "Base Scenario") assumes the re-development of the property into a community facility/commercial use for the space, effectively as currently demised. Scenario 2 (defined as the "Infill Scenario") assumes the re-development of the property into a community facility/commercial use for the space with the inclusion of creating infill space in the auditorium/sanctuary. Scenario 3 (defined as the "Multi-Family Scenario") assumes the re-development of the property into a multi-family residential rental use, which would require infill development (effectively building a core and floor levels) in the sanctuary.

We have reviewed their assumptions and conclusions and present the following comments:

a) On page 6 of their report, Appraisers and Planners states:

"We have made an estimate of the potential rent for the subject property, as renovated and cured of its internal, structural and exterior deficiencies, deducted the depreciated costs to cure the current conditions as an annual expense, and have capitalized the net operating income into value using a loaded capitalization rate, which includes the base capitalization rate plus an equalized or effective tax rate. The net return was equalized to a return on assessment to compare to the 6% return on assessed value."

We note that Appraisers and Planners does not complete the second half of the above analysis for the Base and Infill analyses as the net operating income that they derive in both scenarios is negative. The net operating income is initially positive in the Multi-family analysis, and the calculation of the return is prepared.

b) Page 12 presents the elevations of the proposed new floors. The second floor, in particular with 16'0" ceilings, has the potential for lofted bedroom and/or living spaces that would increase the rentable square footage in the multi-family re-development scenarios. This would also lead to larger units with a higher number of bedrooms, which would be sought after in a family-oriented neighborhood such as the Upper West Side. **Thus, it would be reasonable to add additional square footage to the rentable area, yet given the modest amount of additional square footage, the conclusions in the Multifamily Scenario would be the same.**

c) Page 13 presents the ground floor plan for the residential re-development scenario. Appraisers and Planners utilizes the ground floor of the Parish House as amenity space for the residential concept. This approach would create 2,417 square feet of amenity space for a building with only 20,613 square feet of rentable area. The inclusion of amenity space for a building of this relative small size, with a prime residential location coupled with reasonably sized units to begin with is entirely unnecessary. A**s such, in Weitzman's analyses presented later in this report, we have assumed the amenity space on the ground floor is treated as residential space.**

d) Page 17 presents a discussion of alternative uses. Given the subject property's prominent corner location in the dense residential neighborhood of the Upper West Side with very good subway access, coupled with the typology and nature of the building, one could surmise that the adaptive re-use of the sanctuary into a Food Hall / multi-concept restaurant space should be explored. We caution that the black iron/mechanical requirements that are needed for the venting of restaurant kitchen spaces would be extensive and may not justify the likely rent limitations of such a product, yet Weitzman is of the opinion that this could be a reasonable re-development scenario to further explore. However, the retail marketplace is constrained, and is still experiencing the impacts of the pandemic. **Thus, the net effective rents of the extensive and expensive buildout of a food hall use would likely not yield a high enough rent per square foot to achieve the required return threshold based on the achievable rents in the neighborhood for such a use.** This conclusion is supported by the retail lease comparables presented by Appraisers and Planners, as well as the additional comparables researched, and presented herein, by Weitzman

e) On page 34 of the report, the Return Analysis of a minimum of 6.0% for the Base and Infill scenarios is not presented in the report as Appraisers and Planners reaches a negative Net Operating Income in both scenarios. On page 37 of the report, the Return Analysis of a minimum of 6.0% for the Multifamily scenario is presented as Appraisers and Planners reaches a positive Net Operating Income (before real estate taxes)

As Appraisers and Planners states on page 37:

> *"However, because positive net operating income was derived via the multi-family scenario, in order to test whether there is a reasonable return, we must estimate the post-renovation taxes and include this in the analysis."*

Appraisers and Planners assumes a 6.80% Base Rate of Return (also known as a cap rate), as discussed on page 38, based on guidance from the Finance Department of the City of New York. We note that this higher cap rate results in a more conservative (lower) estimate of real estate taxes. Appraisers and Planners' real estate tax estimate results in real estate taxes of $545,836, which equates to $26.48 per square foot and approximately 36% of Effective Gross Income; **these**

estimates are on the high end for real estate investment expectations, but we deem them to be reasonable given the size of the property and the inefficient floorplans.

f) Page 31 presents the Development Cost assumptions as derived by LBG. In the April 2022 report, Appraisers and Planners added an additional $100 per square foot for the interior fit out for both community facility/commercial use scenarios. **Given Weitzman's extensive experience in the marketplace for build-outs of commercially oriented uses, this figure was reasonable as of April 2022.** This figure would be utilized only for the actual fit out; additional dollars would need to be ascribed to Appraisers and Planners comment of free rent and/or other lease inducements. However, in the April 2023 report, the cost of the interior fit out (aka Tenant Improvement Allowances) is noted to be included in the cost estimate. **Cumming has reviewed this cost item, and has deemed LBG's cost estimate to be reasonable.**

g) Page 32 presents the operating expense estimates utilized in the commercial scenarios. It is Weitzman's opinion that the projected operating expenses are reasonable, and if anything, they are on the low side. Given the size of the building, a structural repairs reserve closer to $1.00 per square could be market supported, as compared to the projected estimate of $0.50 per square foot; Weitzman would assume a more typical reserve amount of $350 per unit. Given the size of the building and the magnitude of the revenue, a management fee of 3.0% and leasing fees of 2.0% (for a total of 5.0%) could be market supported, wherein Appraisers and Planners only utilizes a management fee of 2.0%.

h) Weitzman has replicated the table calculating the NOI for the two community facility/commercial scenarios on page 35 below in Table 1.

TABLE I
SENSITIVITY ON APPRAISERS AND PLANNERS ANALYSIS
COMMERCIAL USES

			Base Scenario	Infill Scenario
Rentable Building Sq. Ft.			18,353	22,014
Rent per Sq. Ft.			$50.00	$50.00
PGI			$917,650	$1,100,700
Less: Vacancy Collection Loss as a %			5.0%	5.0%
Less: Vacancy Collection Loss as a $ Amount			($45,883)	($55,035)
Effective Gross Income			$871,768	$1,045,665
Expenses				
Insurance	$ / Sq. Ft.	$1.00	$18,353	$22,014
Professional Fees	per Annum		$5,000	$5,000
Utilities	Tenant Responsibility		$0	$0
Payroll	None		$0	$0
Repairs & Maintenance	Tenant Responsibility		$0	$0
Structural Repairs	$ / Sq. Ft.	$0.50	$9,177	$11,007
Management and Leasing	% of EGI	6.00%	$52,306	$62,740
Expenses BEFORE Amortized Dev Costs and RE Taxes			$84,836	$100,761
NOI BEFORE Amortized Dev Costs and RE Taxes			$786,932	$944,904
Less: Amortized Development Costs			($1,011,400)	($1,047,423)
Net Operating Income w/o Real Estate Taxes			($224,468)	($102,519)

Source: Appraisers and Planners Inc; replicated by Weitzman Associates

Appraisers and Planners utilizes a market rent of $50.00 per square foot for the community facility/commercial space.

Weitzman has reviewed the community facility/commercial rent comparables presented by Appraisers and Planners. We note that many of these lease comparables are located outside of the Upper West Side. **Weitzman has reviewed recent (to April 2022), neighborhood-specific comparables to test the reasonableness of the rent assumption, and we are of the opinion that the rent estimate for the community facility/commercial space is reasonable.** Our additional rent comparables are presented in **Exhibit A of the Addenda.**

We note that the reasonableness of a $50.00 per square foot rent assumption is based on the assumption that the existing building has the necessary improvements made to the exterior and interior of the building to bring it up to code, address the physical deterioration of the building, and to improve the usability of the interior spaces. **Without the necessary physical**

improvements, the achievable rents for the interior spaces "as is" would be significantly lower.

i) Beginning on page 35, Appraisers and Planners outlines their assumptions for the multi-family rental residential scenario. We note that Appraisers and Planners did not prepare a for-sale residential condominium analysis.

Appraisers and Planners ascribes an average rent and resulting rent per square foot for the building (essentially the second floor) and makes adjustments downward for the ground floor and upward for the third floor. The rent estimates are reported to be based on: (1) Appraisers and Planners' Residential Rental Market Analysis presented in the Addenda of the report; and, (2) the comparable leases in nearby buildings as presented on page 51. It is important to note that the age, unit size and building typology, along with light and air exposures, of these comparable buildings are not presented. Further, we note that some of these comparable rents are located on much higher floors whereas the subject property's tallest residential units would only be on the third floor. **The market rent estimates by Appraisers and Planners are at, or below, all of the minimum rents that are presented as comparables on a unit type basis. Given that the residential units would be newly constructed, and in-line with Class A standards, the projected market rents should not be at, or near, the lowest rent comparables.**

We have made the following adjustments to the market rent projections to account for the new construction quality of the eventual product and that the units would rent above the compiled averages, yet also in consideration of the lower floors. In addition, as previously noted, we have assumed that the amenity space on the ground floor is converted into a residential unit.

TABLE 2
COMPARABLE RESIDENTIAL RENTAL ANALYSIS
PREPARED BY APPRAISERS AND PLANNERS

	Rent Statistics			Appraisers & Planners'	Market Rents Adjusted	% + Adjustment
Unit Type	Minimum Rent	Average Rent	Maximum Rent	Market Rent	by Weitzman	by Weitzman
Studio	$3,600	$3,924	$4,500	$3,580	$4,000	11.7%
One Bedroom	$4,500	$4,994	$5,500	$4,517	$5,000	10.7%
Two Bedroom	$5,295	$6,815	$7,650	$6,300	$6,850	8.7%
Two Bedroom / Den	n/a	n/a	n/a	$7,060	$7,200	2.0%
Three Bedroom	$8,000	$8,993	$10,500	$9,280	$9,280	0.0%
Weighted Average				$6,288	$6,555	4.3%
Ground Floor Amenity Space as a Residential Unit (2,417 sq. ft. at $70.00 per sq. ft.):					$14,099	
Adjusted for the Inclusion of the Amenity Space as a Residential Unit					$6,914	

Source: Appraisers and Planners; adjusted by Weitzman Associates in red font.

Weitzman further reviewed the assumptions for additional revenues, the vacancy and collection loss and the operating expense projections; in our opinion, these assumptions are reasonable and market supported.

j) Page 37 of the Appraisers and Planners' report depicts a Net Operating Income After Amortized Development Costs, yet without Real Estate Taxes, of $20,129. Based on our rent and expense adjustments noted above, Weitzman's adjusted Net Operating Income, utilizing the same methodology utilized by Appraisers and Planners, is $173,355 as noted in Table 3. We note that this would yield a shortfall of -$225,164 in Net Operating Income in order to meet the required return threshold (before the deduction of real estate taxes).

TABLE 3
SENSITIVITY ON APPRAISERS AND PLANNERS ANALYSIS
MULTI-FAMILY RESIDENTIAL RENTAL USE

			$ Amount
Total # of Residential Units			21
Rent per Unit per Month			$6,914
PGI			$1,742,390
Less: Vacancy Collection Loss as a %			4.0%
Less: Vacancy Collection Loss as a $ Amount			($69,696)
Effective Gross Income			$1,672,694
Expenses			
Insurance	$ / Unit	$1,000	$21,000
Utilities	$ / Unit	$1,500	$31,500
Payroll	$ / Unit	$5,000	$105,000
Turnover and Cleaning	$ / Unit	$1,000	$21,000
Service Contracts (elevator, virtual doorman)	per Annum		$12,500
Professional Fees	per Annum		$7,500
Miscellaneous & Amenity Expenses	per Annum		$10,000
Management and Leasing	% of EGI	5.0%	$83,635
Reserves for Replacement	$ / Unit	$350	$7,350
Expenses BEFORE Amortized Dev Costs and RE Taxes			$299,485
NOI BEFORE Amortized Dev Costs and RE Taxes			$1,373,210
Less: Amortized/Depreciated Development Costs			($1,199,855)
Net Operating Income w/o Real Estate Taxes		(A)	$173,355
Assessed Value			$3,463,650
Return Requirement (6.0% + loaded tax rate)			11.5058%
Minimum NOI w/o Real Estate Taxes		(B)	$398,519
Shortfall compared to Weitzman Projection		= (B) - (A)	($225,164)

Source: Appraisers and Planners Inc; replicated by Weitzman Associates

We have also prepared the same analysis as presented above in Table 3, yet have included the real estate taxes. **We have estimated the real estate taxes at a lower figure than that utilized by Appraisers and Planners based on a per square foot basis ($20.00 per**

square foot), and a percent of effective gross income basis (approximately 27.5%) to be more aligned with market expectations. This analysis is presented in Table 4. The results are similar in that there is a shortfall of -$495,064 to return the required return threshold of 6.0%.

TABLE 4
SENSITIVITY ON APPRAISERS AND PLANNERS ANALYSIS
MULTI-FAMILY RESIDENTIAL RENTAL USE

			$ Amount
Total # of Residential Units			21
Rent per Unit per Month			$6,914
PGI			$1,742,390
Less: Vacancy Collection Loss as a %			4.0%
Less: Vacancy Collection Loss as a $ Amount			($69,696)
Effective Gross Income			$1,672,694
Expenses			
Insurance	$ / Unit	$1,000	$21,000
Utilities	$ / Unit	$1,500	$31,500
Payroll	$ / Unit	$5,000	$105,000
Turnover and Cleaning	$ / Unit	$1,000	$21,000
Service Contracts (elevator, virtual doorman)	per Annum		$12,500
Professional Fees	per Annum		$7,500
Miscellaneous & Amenity Expenses	per Annum		$10,000
Management and Leasing	% of EGI	5.0%	$83,635
Reserves for Replacement	$ / Unit	$350	$7,350
Expenses BEFORE Amortized Dev Costs and RE Taxes			$299,485
NOI BEFORE Amortized Dev Costs and RE Taxes			$1,373,210
Less: Amortized Development Costs			($1,199,855)
Less: Real Estate Taxes (1)			($460,600)
Net Operating Income with Real Estate Taxes		(A)	($287,245)
Assessed Value			$3,463,650
Return Requirement			6.0000%
Minimum NOI with Real Estate Taxes		(B)	$207,819
Shortfall compared to Weitzman Projection		= (B) - (A)	($495,064)

(1) Real estate taxes based on $20.00 per sq. ft. applied to the 23,030 sq. ft. of rentable area in the Weitzman analysis (inclusive of the amenity space as a residential unit). We note that this yields real estate taxes that are 27.5% of the effective gross income.

Source: Appraisers and Planners Inc; replicated by Weitzman Associates

k) Weitzman reviewed Appraisers and Planners analysis beginning on Page 56 of the "Impact of Historic Tax Credits on Analysis". Appraisers and Planners reached the conclusions that the subject property would not qualify for State Historic Tax Credits given its particular census tracts, and despite its ability to comply with Federal statutes, the potential benefit would not be sufficient enough to reach the required returns for the two commercial scenarios. Appraisers and Planners also reaches an opinion that the Multifamily Scenario would not quality for Federal Historic Tax Credits given the amount of penetrations that would be needed in the façade for proper fenestration. **Weitzman has found these conclusions to be reasonable and inline with would-be investor expectations.**

3.) A search for additional market data, including comparables for their revenue and expense assumptions, to determine the reasonableness of the Applicant's assumptions and methodology.

Exhibit A of the Addenda includes additional lease comparables for the community facility and commercial spaces on the Upper West Side. This data would not significantly alter the assumption of $50.00 per square foot utilized by Appraisers and Planners as of April 2022.

As previously noted, the operating expense assumptions are reasonable, and Weitzman has made adjustments in the prior charts (presented in red font) as necessary.

No additional residential rental comparables are necessary. Nor would any comparable information support the minimum required rent of $10,325 per month (or $112.98 per sq. ft.) to achieve the required return threshold for a property with irregularly shaped units, limited light and air, only three stories in height, and no views.

4.) A review of the potential value associated with Transferable Development Rights (TDR's) at the subject property.

Weitzman Associates ("Weitzman") has reviewed *FX Collaborative Section 74-79 Analysis, Attachment D* of July 19, 2022 Public Meeting Presentation document whereby FX Collaborative reviewed the receiving site analysis produced by George M. Janes and Associates (GMJA) contained in their letter to Chairperson Sarah Carroll, dated June 10, 2022.

Weitzman has also reviewed the June 10, 2022 GMJA letter to Chairperson Sarah Carroll, and has also performed its own due diligence on potential receiving sites for the approximately 85,570 square feet of as-of-right and un-bonused unused development rights at the West-Park Presbyterian Church property at 165 West 86th Street. See **Exhibit B in Addenda**.

Weitzman agrees with Fx Collaborative that the transfer of excess development rights for the vertical expansion of existing underbuilt residential properties (or properties which would allow further expansion within allowable zoning envelopes) that qualify as potential receiving sites is probably unfeasible and unlikely due to the excessive costs of building such vertical expansions (associated in some cases with the cost of a special permit required per the ZR 74-79 legislation) and their probable negative impacts on the existing units of the buildings.

Weitzman has also reviewed the likelihood of qualifying receiving sites for the unused West-Park Church TDRs to undergo demolition or extensive rehabilitation of their existing structures in light of the probable highest and best use for these sites:

- Absent a complete feasibility analysis, Weitzman estimates that the benefits of accessing additional TDRs do not support the demolition or rehabilitation of properties currently underbuilt and improved with coop and condominium residential uses. Our negative assessment is reinforced by the low probability of a scenario that would require a collective agreement from existing multiple owners.

- The rental property at 168 West 86th Street (Block 1216, Lot 60) could however be a candidate for such major redevelopment or rehabilitation and vertical expansion given: 1) the potential of a highest and best use for for-sale property over its current rental product through accessing additional FAR through TDRs; and, 2) the potential lesser resistance to such scenario by existing unit users.

- Based on the maximum potential transfer of 20% of its as-of-right FAR (102,170 square feet of zoning floor area), the demolition or conversion scenario for 168 West 86th Street property could allow for the transfer up to 20,434 square feet of TDRs from the West-Park Church. The feasibility of such a scenario, which would include the cost of the required special permit to transfer the TDRs through the ZR 74-79 legislation, has to be further validated. Further, it is highly speculative to rely on the receipt of a special permit in the underwriting of a real estate development such as the subject analysis. Lastly, the existence of rent controlled and/or rent stabilized units in the potential receiver building would eliminate the potential for a demolition/conversion scenario – we do note that there have been filings with the New York State Division of Housing and Community Renewal since 1993 to the present year with the agency reporting that there *may* be one or more regulated apartments at the building, with the most recent registration having occurred in 2022.

- Lastly, it is extremely speculative that a qualifying site would be demolished and that they would be in need of additional development rights. Thus, it is prudent to ascribe no value to the air rights given the lack of receiver sites.

  We note that any value ascribed from the sale of additional development rights would need to be amortized over time (similar to the amortization of development costs utilized in the Financial Hardship calculations) in order to solve for an annualized return rate, which is the basis of the 6.0% return threshold.

5.) A collaboration with Cumming (who has been separately engaged) on the reasonableness of the construction cost estimates under the various scenarios.

Cumming has prepared a peer review of LBG's construction cost estimate. Cumming's report, dated August 25, 2023, is presented in **Exhibit C of the Addenda.**

As indicated on Page 6 of the Cumming report, the cost estimates prepared by Cumming for each of the three scenarios exceed those prepared by LBG by +7%, +11% and +14%, respectively. We note that these higher cost estimates were not utilized by Weitzman, yet would further increase

the rent levels that would be needed in all three scenarios in order to reach the required return threshold. These estimates are summarized below in Table 5.

TABLE 5
SUMMARY OF CONSTRSUCTION COST ESTIMATES
WEST-PARK PRESBYTERIAN CHURCH

Scenario	LBG (1)	Cumming (2)	Spread between LBG and Cumming	% Spread
Base Scenario	$49,125,759	$52,505,154	$3,379,395	7%
Infill Scenario	$50,955,015	$56,329,125	$5,374,110	11%
Multi-Family Rental Scenario	$58,576,591	$66,702,477	$8,125,886	14%

(1) As of April 10, 2023.
(2) As of August 25, 2023.

Source: Cumming; compiled by Weitzman Associates

Note that Weitzman also reviewed the impact on achieving a return threshold in excess of 6.0% if the restoration expenses for the façade and structure (labeled by LBG as "Façade restoration and repair" at $13,865,544, and "Wall Stabilization per Severud Analysis dated July 22, 2022" at $1,170,947) were at 50% or 75% of the estimated figures from LBG. **Neither adjustment provided for a net operating income figure to reach the 6.0% return threshold.**

6.) A determination if other re-development/development scenarios should be utilized, and, if so, Weitzman will prepare such analyses.

Weitzman's additional analyses are presented in Sections 2.a through 2.k of this report.

7.) Any other analyses that would result from testimony at the Hearings and/or additional information that is provided by the Applicant.

All of the information that has been reviewed is detailed in Section 1 of this report. As of the date of this report, no additional information has been provided by the Applicant, nor, based on our knowledge, have any additional hearings occurred.

8.) A review and analysis of the Applicant's claim of financial hardship in relation to existing laws within the Landmarks provisions in New York City.

Included in Sections 2.a through 2.k of this report.

9.) A review and analysis of Exhibit P – FX Collaborative's April 1, 2022 Memorandum in the April 5, 2022 Notice to Proceed Document.

This exhibit reviews the potential of the demolition of the Parish House, coupled with the construction of a new, cantilevered residential building in its place with the renovation of the Sanctuary into a community facility use. We note the following:

- We observe that no floor plans with unit blockings, or layouts, are provided to support the proposed scenario. As such, it is difficult to properly assess the efficiency of the proposed scheme, and test the claim of a 58% overall building efficiency given also the absence of stacking plan and schedule per floor of net and gross floor areas provided.

- Based on our observation of the recent completion of successful narrow residential towers with small floor plates in Manhattan the proposed scheme does not need to be compromised as alluded to in Exhibit P ("*It yields small, inefficient floor plans*", page 7). Furthermore, smaller floor plates providing floor-through units with windows at both ends of a building (as suggested on the lower floors of the proposed FX Collaborative scheme), can be efficient and well designed.

- Cantilevered buildings are also increasingly common in Manhattan and need not be awkward as also suggested by FX Collaborative ("*It is an ungainly form with an awkward relationship to the remaining portion of the Landmark", "graceless tower with an awkward relationship to the rebuilt sanctuary")*. Mid to high-rise cantilevered buildings in dense cities which successfully contrast new and historic architectures are increasingly numerous in Manhattan and many European cities. In fact, The Westly, located at 251 West 91st Street, was recently developed with a significant cantilever. A rendering of the development is presented below.



The Westly – 251 West 91st Street

- Many other design options could also be explored to make the proposed redevelopment of the property more efficient. These could include the use of the part of the adjacent sanctuary building for amenity space, therefore converting the proposed amenity space on the lower

floors of the proposed building into rentable residential space. Keeping both the historic and new component as one property for zoning purposes, the lower floors of the proposed new tower could provide additional residential space by borrowing space from portions of the adjacent sanctuary building. This could be a way to escape the "sliver law' and make possible the optimization of the unused air rights at the property ("*the site's allowable floor area"*) through the building of a higher tower than otherwise permitted under the "sliver law". The area devoted to community and worshiping use in the historic part of the property would be less than proposed under this option, but could remain commensurate with the needs from the reduced number of active parishioners of the West Presbyterian Church. This would need to be further validated by the Applicant from a zoning/land use perspective.

SENSITIVITY ANALYSES

At the request of the Landmarks Preservation Commission, Weitzman prepared sensitivity analyses related comments from the Community during the June 13, 2023 hearing, as well as internal questions related to the new submissions from the Applicant in April 2023. The sensitivity analysis focused on the Restoration Cost estimates.

Weitzman studied the impact on the Financial Hardship Return Analysis if the Restoration Costs[1] as outlined in the Applicant's package, and further reviewed by Cumming, were reduced to 75% of the budgeted costs, and a further analysis if they were reduced to 50% of the budgeted costs. As depicted on Table 6 on the following page, the reduction of the Restoration Costs still resulted in negative Net Operating Income After Real Estate Tax figures for the Base Scenario, the Infill Scenario and the Multi-Family Scenario at both levels of cost reductions.

In addition, Weitzman reviewed the August 30, 2023 letter from Mr. Donald Friedman, of the firm Old Structures, and addressed to Mark Silberman with the Landmarks Preservation Commission. We have been informed that Mr. Friedman is a structural engineer who consults with, and advises, the Landmarks Preservation Commission on structural issues related to historic buildings.

Mr. Friedman reviewed the structural and façade submissions by the Applicant and has estimated the costs for structural, masonry, roof and stained glass repairs for the building in a manner that is sufficient enough to remove the Department of Buildings violations to be $9,126,797. We note that this figure does not include any work to the interiors of the subject property, including repair work, re-demising of spaces, or general improvements to the interiors. We used Mr. Friedman's estimate, but assumed all of the same interior changes in the Base scenario as determined by LBG, as a fourth sensitivity analysis. This scenario did not change the outcome of the analysis.

We also analyzed Mr. Friedman's cost estimate, exclusive of further interior upgrades, to determine what level of rent would be needed to generate a reasonable return that would exceed the threshold for a Financial Hardship application. Based on this cost of repair estimate, and assuming the interiors of the spaces are not improved, the subject property would need to achieve a minimum rent of $37.76 per square foot on an annual basis, applied to 95% of the rentable area in the Base Scenario presented by Appraisers & Planners in order to exceed the 6.0% annual return threshold. A summary of this analysis is presented on Table 7.

[1] Restoration Costs are defined as "Façade Restoration & Repair" and "Wall Stabilization Per Severud Analysis dated July 22, 2022 by both LBG and Cumming.

TABLE 6

SENSITIVITY ON FEASBILITIY WITH REDUCED RESTORATION COSTS
WEST-PARK PRESBYTERIAN CHURCH

		SCENARIO 1 - Base	Scenario 2 - Infill	Scenario 3 - Multi-Family
100% Scenario	Weitzman's NOI Projection Before RE Taxes and Amortized Development Costs	$786,932	$944,904	$1,373,210
	Total Development Costs with **Restoration Costs at 100% of Projected** (1)(2)	$49,125,759	$50,955,015	$58,576,591
	Plus: Assessed Value of Subject Building Exclusive of Land (3)	$1,416,150	$1,416,150	$1,416,150
	Annual Amortized Costs	$1,010,838	$1,047,423	$1,199,855
	Net Operating Income Before Real Estate Taxes	($223,906)	($102,519)	$173,355
	Less: Real Estate Taxes (4)	-	-	($460,600)
	Net Operating Income After Real Estate Taxes	-	-	($287,245)
	Is there postive NOI after Real Estate Taxes?	No	No	No
75% Scenario	Weitzman's NOI Projection Before RE Taxes and Amortized Development Costs	$786,932	$944,904	$1,373,210
	Total Development Costs with **Restoration Costs at 75% of Projected** (1)(2)	$43,263,689	$45,092,945	$52,714,521
	Plus: Assessed Value of Subject Building Exclusive of Land (3)	$1,416,150	$1,416,150	$1,416,150
	Annual Amortized Costs	$893,597	$930,182	$1,082,613
	Net Operating Income Before Real Estate Taxes	($106,665)	$14,722	$290,596
	Less: Real Estate Taxes (4)	-	($330,210)	($460,600)
	Net Operating Income After Real Estate Taxes	-	($315,488)	($170,004)
	Is there postive NOI after Real Estate Taxes?	No	No	No
50% Scenario	Weitzman's NOI Projection Before RE Taxes and Amortized Development Costs	$786,932	$944,904	$1,373,210
	Total Development Costs with **Restoration Costs at 50% of Projected** (1)(2)	$37,401,619	$39,230,875	$46,852,451
	Plus: Assessed Value of Subject Building Exclusive of Land (3)	$1,416,150	$1,416,150	$1,416,150
	Annual Amortized Costs	$776,355	$812,941	$965,372
	Net Operating Income Before Real Estate Taxes	$10,577	$131,964	$407,838
	Less: Real Estate Taxes (4)	($275,295)	($330,210)	($460,600)
	Net Operating Income After Real Estate Taxes	($264,718)	($198,246)	($52,762)
	Is there postive NOI after Real Estate Taxes?	No	No	No

(1) Restoration Costs are defined as "Façade Restoration & Repair" and "Wall Stabilization Per Severud Analysis dated July 22, 2022" by both LBG and Cumming.
(2) Utilizes LBG's construction cost estimates from Cumming's June 2, 2023 report; Costs projected by Cumming's June 2, 2023 Peer Review Report and subsequent sensitivity analyses are higher. Reduction in Restoration Costs calculated by Cumming.
(3) As noted on page 19 of Appraisers & Planners' April 12, 2023 report.
(4) If positive NOI on the line above, we have utilized Weitzman's Real Estate Tax Projections. Residential real estate taxes are assumed to be $20.00 per square foot of rentable area. Commercial real estate taxes are asssumed to be $15.00 per square foot of rentable area.

Source: LBG, Cumming, Appraisers & Planners; Prepared by Weitzman Associates.

TABLE 7
SENSITIVITY ON APPRAISERS AND PLANNERS ANALYSIS - **SUBJECT TO DONALD FRIEDMAN'S COSTS**
COMMERCIAL USES

An analysis of the minimum rent level that would be needed to exceed the 6.0% Return threshold when utilizing the Cost Estimate from Donald Friedman

			Base Scenario	Infill Scenario
Rentable Building Sq. Ft.			18,353	
Rent per Sq. Ft.			$37.76	
PGI			$693,009	
Less: Vacancy Collection Loss as a %			5.0%	
Less: Vacancy Collection Loss as a $ Amount			($34,650)	
Effective Gross Income			$658,359	
Expenses				
Insurance	$ / Sq. Ft.	$1.00	$18,353	
Professional Fees	per Annum		$5,000	
Utilities	Tenant Responsibility		$0	
Payroll	None		$0	
Repairs & Maintenance	Tenant Responsibility		$0	
Structural Repairs	$ / Sq. Ft.	$0.50	$9,177	
Management and Leasing	% of EGI	6.00%	$39,502	
Expenses BEFORE Amortized Dev Costs and RE Taxes			$72,031	
				Not applicable as a
NOI BEFORE Amortized Dev Costs and RE Taxes			$586,328	*cost estimate for this*
Less: Amortized Development Costs (1)			($210,859)	*scenario was not*
Net Operating Income w/o Real Estate Taxes			$375,469	*provided*

The $37.76 per sq. ft. rent figure allows for a NOI before real estate taxes to reach an amount ($375,469) that would exceed the required return for the Financial Hardship calculation ($375,451).

Assessed Value	$3,463,650	$3,463,650
Return Requirement (6.0% + loaded tax rate)	10.8398%	10.8398%
Minimum NOI w/o Real Estate Taxes	$375,451	$375,451

(1) The sum of the Assessed value of the Subject Property (excluding land) at $1,416,150, plus the Cost Estimate for prepared by Donald Friedman for Structure, Masonry, Façade and Stained Glass of $9,126,797 in his July 21, 2023 letter amortized at 2.0% as noted in the Appraisers and Planners report.

Source: Appraisers and Planners Inc; replicated by Weitzman Associates

We then reviewed the leasing history of the building since 2018, when the Church entered into a five-year lease, with the option for an additional five-year term, with the Center at West Park. That information is presented in Table 8. The Center took on responsibility for managing the building, the existing tenants, and subleasing spaces moving forward. This review resulted in the following observations: the lease with the Center was for a nominal rent of $1.44 per square foot; the subleases are for short terms that are

not representative of market; the subleases are for very small spaces (most of which are less than 1,000 square feet), and largely encompass small spaces that had been previously demised; the subleases are not in place over the same periods of time; and, the combined rental income on an annual basis from all of the leases do not achieve the necessary revenue to reach the return threshold. Given the current condition of the interior space, its inefficiencies, its location and the leasing history, it is Weitzman's opinion that it is unlikely the necessary minimum rent level in this Scenario of $37.76 per square foot is achievable.

We do note that the church leased the entire building to the Center for a nominal sum, and that it retained control of the types of tenants who could rent space. Both of these conditions complicate predicting future leasing levels at a repaired building with no sidewalk shed, and further research would need to be done in order for Weitzman to feel confident in its conclusion.

TABLE 8

SUMMARY OF LEASES ASSOCIATED WITH WEST PARK
165 WEST 86TH STREET
NEW YORK, NEW YORK

	Landlord	Tenant	Type of Lease	Description of Leased Premises	Date of Lease	Lease Term	Sq. Ft.	Initial Annual Rent	Initial Annual Rent per Sq. Ft.	Expense Reimbursement
A.	West Park Presbyterian Church	The Center at West Park	Master Lease for the Property (1)	All buildings	Jan-18	60 months	18,353	$26,400	$1.44	Net
1	The Center at West Park	Russian Arts Studio	Sublease	McAlpin Hall + Kitchen	Jun-18	24 months	1,943	$60,000	$30.88	5.0% of Utilities
2	The Center at West Park	Russian Arts Studio	Sublease	Mezzanine of Pushkin Hall	Oct-18	20 months	399	$12,000	$30.08	2.0% of Utilities
3	The Center at West Park	Noche Flamenca	Sublease	"Session Room, Pantry, Admin & Office" on 1st floor	Jun-20	31 months	965	$15,000	$15.54	5.0% of Utilities
4	The Center at West Park	Matt Dillon	Sublease	"Child's Play Room" on the 4th floor	Oct-21	12 months	647	$19,800	$30.60	None
5	The Center at West Park	The Seeing Place Theater	Sublease	"Pastoral Counseling Office" on the 3rd floor	Dec-21	13 months	296	$12,000	$40.54	None
6	The Center at West Park	Lighthouse Chapel (2)	Sublease	Santuary space, Small Chapel & Storage Unit	Feb-22	11 months	n/a	$61,470	n/a	None

Total Sublease Revenues (3):	$180,270
Total Sublease Revenues + Direct Lease:	$206,670
vs.	
Required Effective Gross Income to reach 6.0% Return Threshold:	$658,359

(1) Rent includes the monthly rent noted for the Tenant + 50% of Annual Net Profits
(2) Technically not a lease, but rather an Event License Agreement.
(3) Acknowledging that not all subleases were in place at the same time.

Source: "Exhibit 10" document; compiled and analyzed by Weitzman Associates, LLC

CONCLUSION

Based on our review of the submitted materials to date and our expertise in the underwriting of development and re-development opportunities in Manhattan, New York City and beyond, along with the peer review performed by Cumming of the construction cost estimates provided by LBG, **it is our opinion that the calculations and analyses related to the reasonable return analysis for West-Park Presbyterian Church as presented by Appraisers and Planners are reasonable and supported by market conditions and underwriting standards that are present in the market as of the date of submission.**

Our analysis is subject to the Basic Assumptions and Limiting Conditions contained in the Addenda.

Respectfully submitted,

WEITZMAN ASSOCIATES, LLC

Keith A. Brenan, CRE
Principal & Managing Director

Dr. Marie-Danielle Faucher,MAI,MRICS,Assoc. AIA, OAQ
Senior Vice President

WEITZMAN
Real Estate Consultants

ADDENDA

WEITZMAN
Real Estate Consultants

EXHIBIT A

ADDDITIONAL COMMUNITY FACILITY AND COMMERCIAL LEASE COMPARABLES

WEITZMAN
Real Estate Consultants

SUMMARY OF LEASE COMPARABLES
WEST PARK PRESBYTERIAN CHURCH
NEW YORK, NEW YORK

Ground Floor Retail Leases on the Upper West Side with Lease Signing Dates between January 2021 and May 2022

	Address	Cross Street	Tenant	Lease Sign Date	Sq. Ft.	Lease Term	Rent per Sq. Ft.	Rent Type
1	2321-2327 Broadway	W. 84th Street	White Birch Spa	May-22	1,100	12 years	$125.00	Starting
2	247 W. 72nd Street	West End Avenue	Kebab and Sharab	Mar-22	3,177	15 years	$100.00	Starting
3	2659-2667 Broadway	W. 102nd Street	Wing Stop	Mar-22	1,200	10 years	$120.00	Starting
4	226 W. 79th Street	Broadway	Staub Hospitality Group	Jan-22	1,800	10 years	$116.25	Starting
5	2461 Broadway	W. 92nd Street	Bond Vet	Jan-22	2,025	10 years	$215.00	Starting
6	2565 Broadway	W. 96th Street	Getir	Dec-21	2,030	5 years	$142.00	Starting
7	72 W. 106th Street	Columbus	n/a	Dec-21	1,000	5 years	$54.00	Starting
8	211 W. 80th Street	Broadway	Zplay	Nov-21	1,046	5 years	$60.23	Starting
9	728 Amsterdam Avenue	W. 96th Street	Jet's Pizza	Oct-21	1,000	20 years	$102.00	Starting
10	2599 Broadway	W. 98th Street	The Dermatology Specialists	Oct-21	1,600	12 years	$123.75	Starting
11	721-39 Amsterdam Avenue	W. 96th Street	PlantShed	Oct-21	2,300	15 years	$115.00	Starting
12	721-39 Amsterdam Avenue	W. 96th Street	Key Food Supermarket	Oct-21	13,542	15 years	$100.00	Starting
13	110 W. 86th Street	Columbus	La Beaute Nail Salon	Oct-21	2,000	10 years	$90.00	Starting
14	70 W. 95th Street	Columbus	Dwight School	Sep-21	24,598	20 years	$26.55	Starting
15	120 Riverside Boulevard	W. 66th Street	1520 Inc. (Food)	Sep-21	1,000	5 years	$70.00	Starting
16	207 W. 75th Street	Amsterdam	Jokr	Aug-21	3,200	4 years	$75.00	Starting
17	121 W. 72nd Street	Columbus	Jokr	Aug-21	5,435	10 years	$99.00	Starting
18	801 Amsterdam Avenue	W. 99th Street	Ryan Health	Aug-21	6,298	37 years	$59.01	Starting
19	80 Riverside Boulevard	W. 65th Street	La Maternelle	Aug-21	1,756	14 years	$79.00	Starting
20	805 Columbus	W. 100th Street	Starbucks	Jun-21	1,213	5 years	$163.23	Starting
21	2680 Broadway	W. 103rd Street	n/a	Jun-21	6,000	15 years	$95.00	Starting
22	2465 Broadway	W. 92nd Street	Spear Physical Therapy	Jun-21	3,100	10 years	$91.00	Starting
23	321-29 Amsterdam Avenue	W. 76th Street	Delice Macarons	May-21	1,650	10 years	$156.92	Starting
24	2560 Broadway	W. 97th Street	Jin Wu	Apr-21	1,600	10 years	$90.00	Starting
25	464-66 Amsterdam Avenue	W. 83rd Street	Song E Napule	Mar-21	1,500	10 years	$200.00	Starting
26	464-66 Amsterdam Avenue	W. 83rd Street	CC466 Corp.	Feb-21	1,045	12 years	$100.48	Starting
27	120 W. 97th Street	Amsterdam	Lifestance Health	Feb-21	3,934	5 years	$68.50	Starting
28	401-407 Amsterdam Avenue	W. 79th Street	407 Convenience Corp	Jan-21	1,500	10 years	$120.00	Starting

Source: CoStar; compiled by Weitzman Associates, LLC

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SUMMARY OF LEASE COMPARABLES
WEST PARK PRESBYTERIAN CHURCH
NEW YORK, NEW YORK

Commercial/Office Leases on the Upper West Side with Lease Signing Dates between January 2020 and August 2022

	Address	Cross Street	Tenant	Use	Floor	Lease Sign Date	Sq. Ft.	Lease Term	Rent per Sq. Ft.	Rent Type
1	258 W. 91st Street	Broadway	Jin Hu	Office/Medical	1	Aug-22	1,100	10 years	$51.60	Starting (NNN)
2	37-43 W. 65th Street	Columbus	PianoPiano	Office	4	Aug-21	10,750	16 years	$48.00	Starting (Modified Gross)
3	245 W. 72nd Street	West End Avenue	Osteo Strong	Office/Retail	1	Aug-20	1,400	10 years	$62.00	Starting (Modified Gross)
4	125 Riverside Drive	W. 85th Street	n/a	Office/Medical	1	Mar-20	1,100	n/a	$56.11	Starting (NNN)
5	125 Riverside Drive	W. 85th Street	n/a	Office/Medical	1	Mar-20	1,750	n/a	$55.83	Starting (NNN)

Source: CoStar; compiled by Weitzman Associates, LLC

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EXHIBIT B

POTENTIAL FOR TRANSFERABLE DEVELOPMENT RIGHTS

West-Park Presbyterian Church
165 West 86th Street, New York, NY- Block 1217, Lot 1

TDRs Analysis- Surrounding & Potentially Qualifying Receiving Sites
Updated 9-28-22

	Address	Owner	Block	Lot	Zoning	Use/Const.Date	# Floors/ Cellar	FAR Residential	Max. ZFA	Lot Area Sq.Ft.	Lot Dimensions ft.	Gross Building Area (GBA) Sq.Ft.	Basement GBA Sq.Ft. (before adjustment for basement GBA)	Excess TDRs ZFA-GBA Sq.Ft.	Height	Height Limit	Notes
	165 W 86th Street (SUBJECT)	West Park Presbyterian Church	1217	1	R10A + C1-5 Overlay (EC-2 Enhanced Commercial) Towers not permitted in R10A Districts	Church 1910	3 (Incl. Housing Bonus)	10 12	101,570 121,884	10,157 10,157	75' x 125' 75' x 125'	16,000 16,000	X X (before adjustment for basement GBA)	85,570 105,884		210' within 100 ' of Wide Street & 185' > 100' of Wide Street; 215' if qual. ground floor > 210'	
1	161 W 86th Street (aka 157-163 W 86th Stree	151 161 Ownrs Corp c/o Midboro Management, Inc. Coop	1217	6	R10A	Resi- Coop 33 resi units 1914	12 1	10 12	88,080	8,808		73,397	X (before adjustment for basement GBA)	14,683	120'	210' Wide Street; 215' qual. ground floor	Adjacent to Subject / Legal compliant use Unlikely to access TDRs for vertical expansion due to costs & impact to existing units
2	151 W 86th Street (aka 149-155 W 86th Stree (btw Amsterdam & Columbus Av	151-161 OWNERS CORP. c/o Midboro Management, Inc. Coop	1217	11	R10 A	Resi- Coop 28 units (27 resi) 1914 /1987	12 1	10 12	75,500	7,550		62,155	X (before adjustment for basement GBA)	13,345	125'	210' Wide Street; 215' qual. Ground floor	2 prop. East of Subject / Legal compliant use Same coop manager as 161 W 86th Street Unlikely to access TDRs for vertical expansion due to costs & impact to existing units
3	541 Amsterdam Avenue (SEC W 87th Street)	176 West 87th St Owners Co	1217	64	C1-9 / R10A w C1-5 Overlay EC-2	Resi- Coop 89 units (86 resi) 1918 (Incl. Housing Bonus)	13 1	10 12	122,500	12,250	126.42 ' x 97.5'	117,216	X (before adjustment for basement GBA)	5,284	142'	R10- 230' Wide Street for QH (23 stories) R10- 210' Wide Street	Adjacent to subject Unlikely to access TDRs for vertical expansion due to costs & impact to existing units
4	166 W 87th Street (aka 162-168 W 87th Street) (btw Amsterdam Ave & Columbus Ave)	Capitol Hall Preservation Housing	1217	57	R7-2	Resi- 201 rental units (including SROs) 1914 / 2014	9.5 1	3.44	37,417	10,877	108' x 100.71'	72,000	X (before adjustment for basement GBA)	-34,583 overbuilt	92' exceeds height	R7 QH- 75' Narrow Street 1R7- sky exposure plane starts at 60'	Adjacent to subject (27.5' across rear lot line)- Narrow Street Overbuilt & unlikely to access TDRs (also due to height limit)
5	2360 Broadway (full block NWC W 86th Street, SWC W 87th St, NEC Broadway/ W 86th Street, SEC W87th Street/Broadway)	Multiple condo owners	1920		C1-9, R10A & C4-6A, R8 w C1-5 O EC-3 & EC-2	Resi Condos- 213 units (209 Resi) 1920 condominiums	12 1	6.02-7.02	582,546 approx.	67,675		564,355	X (before adjustment for basement GBA)	18,191	150'	R8: 115'-130' (narrow & wide street) R10A: 215' Wid Street	Across the street from subject Landmark & unlikely to access TDRs
6	530 Amsterdam Avenue (aka 200-206 W 86th Street, 530-34 Amsterdam Ave) (SWC W 86th Street)	200 West 86 Apartments Corp.	1233	33	R10A + C1-5 Overlay (EC-2 Enhanced Commercial) Towers not permitted	Resi- Coop 234 units (225 resi) 1931/1989	19 Cellar & basement	10	255,410	25,541		352,821	X (before adjustment for basement GBA)	-97,411 overbuilt	191' 4"	210' within 100 ' of Wide Street & 185' > 100' of Wide Street; 215' if qual. ground floor	Kitty corner from subject Overbuilt & unlikely to access TDRs
7	176 West 86th Street (aka 529-531, 533, 535, 535A Amsterdam Avenue) (SEC Amsterdam Avenue)	Packard Condominium Inc.	1216	7501	R10A + C1-5 Overlay EC-2	Resi Condos 51 units (47 resi) 1986	11 1	10	30,650	3,065	30' x 102'	30,110	X (before adjustment for basement GBA)	540		210' wide Street; 215' qual. Ground floor	Across the street from subject Narrow lot unlikely to access TDRs for vertical expansion due to costs & impact on existing units
8	168 W 86th Street (Btw Amsterdam Ave & Columbus Ave)	Bedford Apartment Co., LLC	1216	60	R10A w C1-5 Overlay EC-2	Resi Rental 51 units (46 resi) 1923	15 1	10	102,170	10,217	100' x 102.17'	100,042	X (before adjustment for basement GBA)	2,128	146'	210' wide Street; 215' qual. Ground floor	Across the street from subject *Unlikely to access TDRs in the foreseeable future Should check H&B Use for converting existing structure + vertical expansion for condos Would access TDRs per ZR 74-79 which requires special permit & maintenance plan for landmark subject (see estimated costs) Maximum size of TDRs transferred is 20% of max. FAR (102,170) = 20,434 sq.ft.



Source: Prepared by Weitzman Associates, LLC

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EXHIBIT C

PEER ANALYSIS OF THE CONSTRUCTION COST ESTIMATES BY CUMMING

CUMMING

Building Value Through Expertise

Peer Review of Hard Construction Costs

Supporting a Hearing

for

West Park Presbyterian Church

165 West 86th Street, New York, NY

August 25th, 2023



Prepared for:

Landmark Preservation Commission (LPC)

1 Centre St

New York, NY 10007

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Introduction

The objective of Cumming's report for Landmark Preservation Commission (LPC) is to assess the **West Park Presbyterian Church** which is located at 165 West 86th Street, New York, NY, and to prepare a peer review report of the Hard Construction costs indicated in the LPC's report dated June 14th, 2022 including stabilization, repair, and restoration costs for the following: 1) façade; 2) structure; 3) fire protection; 4) accessibility; in addition to studying the Base Scenario, Infill Scenario, and Multi-Family Scenario as per the following LPC's report.

The analysis in this report has been prepared by Mohamed Shehata, Senior Vice President of Cost Management (*BSc, LLM, EMBA, FRICS, FCIArb*) who inspected the property on September 22, 2022. Mohamed is a Chartered Quantity Surveyor and is a Fellow (FRICS) of the Royal Institution of Chartered Surveyors with more than 18 years of experience in the fields of quantity surveying, cost estimating and value engineering, procurement and tendering strategies, real estate budgeting and due diligence, financial management and control, change order review, and contracts and claims management in multi-billion-dollar, high profile projects.

Also the pricing of the Façade Restoration and repair has been reviewed by Govindaraju G.T, Cost Manager (MSc, CMIT, AFF.M.ASCE), who prior to joining Cumming, used to work for a New York based firm specializing in design, restoration, and conservation services for art, architecture, and artifacts.

Methodology

Our peer review is partially based upon a site visit on 09/22/2022, during which we performed a visual, non-intrusive and non-destructive evaluation of various external and internal building components. These systems included the building envelope, HVAC, electrical, and plumbing.

Our review was not a building code, safety, regulatory, or environmental compliance audit. In addition to the building itself, we reviewed the observable existing interiors to help establish the value of that component. We also reviewed the basement level, in addition to MEP infrastructure equipment.

The peer review that we prepared for LPC of the subject property was prepared using a combination of several methods typically used at Cumming to peer review hard cost construction estimates, arrive at conclusions, and identify assumptions as follows:

- One-day site visit to observe the built conditions and to provide orientation to the drawings
- Desktop review of existing documents and reports
- Spot checks of quantities from certain scaled Architectural drawings
- Analyzing all assumptions, inclusions, exclusions, and labor hourly rates – if available
- Commentary on unit rates, allowances, contingency, and markups
- Review the details of the general conditions and general requirements for LBG, and
- Confirmation of escalation and market conditions
- When appropriate, Conceptual estimating - for select scope of work - based on historical data for portions of the project not well documented by the available construction drawings

Cumming visited the subject site on September 22nd, 2022. We were escorted on a tour of the property through the chapel, current church, sanctuary balcony, back-of-house are, and mechanical and electrical areas at the basement level. Following the tour, we were escorted around the church to observe the façade conditions and outlying areas of the site.

Cumming downloaded electronic file versions of the following documents from the LPC's website via the following link (*https://www1.nyc.gov/site/lpc/hearings/view-presentation-materials.page*):

- Public Meeting presentation dated July 19th, 2022 for 165-167 West 86th Street, aka 541 Amsterdam Avenue – West Park Presbyterian Church
- Supplemental materials document, including **LBG's preliminary budget dated February 18TH, 2022 (*Exhibit L - LBG – Repair and Restoration Budgets: Community Facility and Residential Scenarios*)** which is based on the following information:
    - FMD Memo to DOB dated November 12, 2021
    - Amended December 2, 2021
    - FMD Façade Review Quantities dated December 12, 2021
    - FMD Memo to DOB re Violation 21-01507 Dated November 16, 2021
    - CCI Accessibility Survey Existing Conditions dated November 11, 2021
    - CCI Fire Protection and Life Safety Existing Conditions Survey dated November 8, 2021, Revised November 11, 2021
    - Severud Associates Structural Observation Report Dated November 9, 2021
    - Severud Associates Structural Observation Report Dated November 16, 2021
    - Severud Emergency Structural Repair Sketch Dated November 23, 2021
    - FX Collaborative "WPPC Existing Church Facility Area" Dated February 16, 2022

    - Exhibit M - Nova Construction Services – Façade Repair Estimate January 7, 2022
- Response to LPC Comments July 28, 2022, prepared by Kramer Levin (357 pages), including LBG's revised budget dated April 10th, 2023.

We did not receive numerous other drawings such as Mechanical, Electrical, Fire Protection. Consequently, some of our estimated costs are "conceptualized" based on historical data that we have accumulated from other projects.

Spot checks of quantities were accomplished by scaling the provided Architectural drawings and recording the various quantities, then calculating the various indicated areas by entering the takeoff data in our cost estimate spreadsheet. Area calculations were carried out in the spreadsheet by entering the data as formulas. The resulting quantities or units of measure (*e.g. square feet*) were then multiplied by unit prices to arrive at a component cost. The unit prices were verified against our historical data. The component costs were then subtotaled in individual areas. The organization of the spreadsheet is generally based on a progression starting with demolition and proceeding, area by area, through exterior work, structural work, interior finishes, and miscellaneous other components.

The areas addressed in the Hard Construction Cost peer review are as follows:

- Demolition
- Abatement
- Cast In Place Concrete
- Masonry
- Façade Restoration and repair
- Structural Steel
- Misc. Metal
- Structural Repair (Wood framing/Trusses)
- Drywall (Insulation, Patching, drywall etc)
- Architectural millwork
- Fireproofing
- Roofing/Water proofing
- Rest of the trades
- Infill Community Facility Space
- Residential Fit out Allowance

- Mechanical, Electrical, and Plumbing Central Systems
- Miscellaneous (Contractor General Conditions, Overhead and Profit, Bonds and Permits)

Scenarios Studied

The existing **West Park Presbyterian Church** is three stories in height with the main sanctuary and chapel on the ground level and two levels above with offices and multipurpose rooms that are used for exercise and dance classes.

The **West Park Presbyterian Church** also has a cellar that is primarily for church storage and mechanical equipment rooms; however, there are also dressing rooms with direct access to the rear of the sanctuary and chapel.

In order to prepare this report, we analyzed the following three (3) development scenarios:

a. **Community Facility and Commercial Use Scenario ("Base Scenario")**
   In this option, the deficiencies of the existing structure are cured and renovated for community facility use with a Net Usable Area of 18,353 sq. feet in a gross building area of 24,688 sq. feet

b. **Infill Community Facility and Commercial Use Scenario ("Infill Scenario")**
   In this option, the interior sq. footage is maximized through a 3,647± sq. foot infill of the auditorium, in order to create total gross building area of nearly 28,335± sq. feet and a net usable area of 22,014± square feet.

c. **Residential Multi-Family Conversion Scenario ("Multi-Family Scenario")**
   In this option, the interior sq. footage is maximized through infill construction and converted for residential use. Both structural and interior work is required to create a total of 34,517± sq. feet of gross building area and 20 apartments ranging from studios to 3-bedroom units with a total residential rentable area of 20,613± sq. feet.

Commentary on LBG's Overall Estimate

Cumming analyzed the $/SF for each trade provided by LBG, and we believe that all the $/SF rates are generally reasonable given the size, scope, nature, and complexity of the project.

Below is an overall summary:

Scenarios	LBG $	Cumming $	Delta $	Delta %
Scenario 1 (Base)	$49,125,759	$52,505,154	$3,379,395	7%
Scenario 2 (Infill)	$50,955,015	$56,329,125	$5,374,110	11%
Scenario 3 (Multi-Family)	$58,576,591	$66,702,477	$8,125,886	14%

See Appendix A for more detailed analysis and comparison between LBG and Cumming

Commentary on LBG's Markups and Contingencies

As can be seen in the table below, most of the markups used in the hard construction cost calculation by LBG fall within the expected industry range for a project of this size, scale and complexity. Cumming analyzed markups such as the General Contractor/Construction Manager supervision, insurances, overheads and profit, in addition to design and construction contingencies. Typically such line items are added as an overall percent of direct trade costs.

Scope Item	Expected Range		LBG	Used by Cumming	Comments
General Conditions and General Requirements	11%	13%	13%	13%	General conditions are typically between 8 % to 9% and general requirements are typically range between 3% to 4%. LBG is carrying 13% for both items which is reasonable
Subcontractor Default Insurance (SDI)	1.25%	1.5%	1.75%	1.5%	The current SDI by LBG is slightly out of the expected range by 0.25%
Insurance (Auto, Professional Liability, Pollution, Off site)	2%	2.5%	2.5%	2.5%	The current insurance by LBG falls within the expected industry range and is reasonable, given the fact that this project involves complex renovation of a historic building.
Fees	2.5%	4%	4%	4%	The current fees by LBG falls within the expected range and is reasonable
Contractor Controlled Insurance Policy (CCIP)	7 %	9%	9%	9%	The current CCIP by LBG falls within the expected range and is reasonable, given the fact that this project involves complex renovation of a historic building.
Design Contingency*	5%	20%	10%	10%	The current design contingency by LBG falls within the expected range and is reasonable
Construction Contingency**	3%	5%	10%	5%	LBG is carrying a high construction contingency. Typical range is 3% to 5%

***Design contingency** allows for design development to progress past the current level of documentation, which ranges on the project from preliminary (Conceptual) drawings to Construction Documents and permit level.

****Construction contingency** allows to cover unforeseen conditions and change orders during construction. Note these contingencies are NOT a Project / Owner / Development contingency, which is held separately within Soft Costs.

Conclusion

In conclusion, we consider that the revised submission from LBG dated April 10th, 2023 for the various scenarios to be reasonable in the current market climate for the various scenarios studied (*see summary table below*) on the West Park Presbyterian Church Project which is located at 165 West 86th Street, New York, NY.

CONSTRUCTION COSTS AND SCENARIO COMPARISON - UPDATED APRIL 2023			
Calculation of Construction Components	**Base Scenario**	**Infill Scenario**	**Multi-Family Scenario**
Subtotal - Full Scope	**$31,520,483**	**$32,675,515**	**$37,562,942**
Full Scope	$31,520,483	$32,675,515	$37,562,942
General Conditions Cost @	$4,097,663	$4,247,817	$4,883,182
Subtotal	$35,618,146	$36,923,332	$42,446,124
Design Contingency	$3,152,048	$3,267,552	$3,756,294
Construction Contingency	$3,152,048	$3,267,552	$3,756,294
Subtotal - Full Scope	**$41,922,242**	**$43,458,435**	**$49,958,713**
CCIP	$3,773,002	$3,911,259	$4,496,284
Subtotal	$45,695,244	$47,369,694	$54,454,997
Insurance (professional/auto/offsite/pollution)	$1,048,056	$1,086,461	$1,248,968
Subtotal	$46,743,300	$48,456,155	$55,703,965
Construction Services Fee	$1,676,890	$1,738,337	$1,998,349
Subtotal	$48,420,190	$50,194,492	$57,702,313
SDI Program	$733,639	$760,523	$874,277
Total Development Costs	**$49,153,829**	**$50,955,015**	**$58,576,591**
Interior Program Fitout @	Included	Included	Included
Total Fitout	Allow	Allow	Allow
Total Renovation Costs	**$49,153,829**	**$50,955,015**	**$58,576,591**

Disclaimer

The observations and estimated amounts in this report are based on our observations on the day of our site visit and on the informational materials described above. We have prepared this report for the exclusive use of Landmark Preservation Commission (LPC) and its designees. The information and opinions set forth herein are made in our best judgment and are based on the information available at the time of preparation of this report and estimate.

Any use of this report or this estimate by any third party or entity, or any reliance on or decisions based on this report and estimate are the sole responsibility and at the sole risk of the third party. Cumming Management Inc. accepts no responsibility for damages suffered by any third party because of reliance on, decisions made, or actions taken based on this report. Our compensation is in no way based on the value estimated herein.

Appendix A

Detailed analysis and comparison between LBG and Cumming

ANALYSIS

Trade Description	Scenario 1 Base					Scenario 2 Infill					Scenario 3 Multi-Family					Comments By Cumming
	LBG Preliminary Cost		Cumming Peer Review		Delta	LBG Preliminary Cost		Cumming Peer Review		Delta	LBG Preliminary Cost		Cumming Peer Review		Delta	
Area (GSF)	24,688	$/SF	24,688	$/SF	$	28,335	$/SF	28,335	$/SF	$	34,517	$/SF	34,517	$/SF	$	
Demo	$ 1,450,000	$ 59	$ 1,481,280	$ 60	$ 31,280	$ 1,450,000	$ 51	$ 1,481,280	$ 52	$ 31,280	$ 3,861,360	$ 112	$ 3,451,700	$ 100	$ (409,660)	
Abatement	$ 390,000	$ 16	$ 617,200	$ 25	$ 227,200	$ 390,000	$ 14	$ 708,375	$ 25	$ 318,375	$ 790,000	$ 23	$ 862,925	$ 25	$ 72,925	Cumming assumes $25/SF for abatement
Cast In Place Concrete	$ 252,000	$ 10	$ 370,320	$ 15	$ 118,320	$ 397,920	$ 14	$ 425,025	$ 15	$ 27,105	$ 2,513,190	$ 73	$ 2,243,605	$ 65	$ (269,585)	Cumming assumes $15/SF for misc. cast in place concrete for Scenario 1 and 2, and $65/SF for scenario 3 (assuming CIP for structure of the new residential building)
Masonry	$ 781,469	$ 32	$ 740,640	$ 30	$ (40,829)	$ 781,469	$ 28	$ 850,050	$ 30	$ 68,581	$ 660,903	$ 19	$ 1,035,510	$ 30	$ 374,607	Cumming assumes $30/sf for masonry
Façade Restoration and repair	$ 13,865,544	$ 562	$ 13,865,544	$ 562	$ -	$ 13,865,544	$ 489	$ 13,865,544	$ 489	$ -	$ 13,865,544	$ 402	$ 13,865,544	$ 402	$ -	Price provided by NOVA is reasonable
Window Restoration		$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
New Egress	$ 127,500	$ 5	$ 150,000	$ 6	$ 22,500	$ 127,500	$ 4	$ 150,000	$ 5	$ 22,500	$ 127,500	$ 4	$ 150,000	$ 4	$ 22,500	
Structural Steel	$ 1,230,000	$ 50	$ 1,481,280	$ 60	$ 251,280	$ 1,412,400	$ 50	$ 1,700,100	$ 60	$ 287,700	$ 525,000	$ 15	$ 525,000	$ 15	$ -	Price fair and reasonable
Misc. Metal	$ 343,163	$ 14	$ 370,320	$ 15	$ 27,157	$ 343,163	$ 12	$ 425,025	$ 15	$ 81,862	$ 217,663	$ 6	$ 350,000	$ 10	$ 132,337	
Wall Stabilization Per Severud Analysis dated July 22, 2022	$ 1,170,947	$ 47	$ 1,170,947	$ 47	$ -	$ 1,170,947	$ 41	$ 1,170,947	$ 41	$ -	$ 1,170,947	$ 34	$ 1,170,947	$ 34	$ -	Price fair and reasonable
Structural Repair(Wood framing/Trusses)	$ 175,000	$ 7	$ 306,600	$ 12	$ 131,600	$ 175,000	$ 6	$ 340,020	$ 12	$ 165,020	$ 175,000	$ 5		$ -	$ (175,000)	
Drywall (Insulation, Patching, drywall etc.)	$ 3,010,305	$ 122	$ 2,468,800	$ 100	$ (541,505)	$ 3,101,505	$ 109	$ 2,833,500	$ 100	$ (268,005)	$ 100,000	$ 3	$ 200,000	$ 6	$ 100,000	Scenarios 1 and 2 assume extensive drywall works
Architectural millwork	$ 350,000	$ 14	$ 1,234,400	$ 50	$ 884,400	$ 350,000	$ 12	$ 1,416,750	$ 50	$ 1,066,750	$ -	$ -	$ 517,755	$ 15	$ 517,755	
Fireproofing	$ 100,000	$ 4	$ 300,000	$ 12	$ 200,000	$ 100,000	$ 4	$ 340,020	$ 12	$ 240,020	$ -	$ -	$ 345,170	$ 10	$ 345,170	
Roofing/Water proofing	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000	$ 43	$ 1,500,000	$ 43	$ -	
Doors, Frames, & Hardware (furnish only)	$ 330,000	$ 13	$ 370,320	$ 15	$ 40,320	$ 330,000	$ 12	$ 425,025	$ 15	$ 95,025	$ 8,000	$ 0	$ 517,755	$ 15	$ 509,755	Cumming assumes $15/SF for door and hardware
New windows, louvers, replacement windows	$ 350,000	$ 14	$ 617,200	$ 25	$ 267,200	$ 350,000	$ 12	$ 708,375	$ 25	$ 358,375	$ 445,000	$ 13	$ 862,925	$ 25	$ 417,925	Cumming assumes $25/SF for new windows
Interior glazing & shower doors	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	Included in residential fit-out allowance
Ceramic and stone	$ 48,000	$ 2	$ 100,000	$ 4	$ 52,000	$ 48,000	$ 2	$ 100,000	$ 4	$ 52,000	$ -	$ -	$ 172,585	$ 5	$ 172,585	This covers common areas and lobby
Wood flooring and carpet	$ 75,000	$ 3	$ 370,320	$ 15	$ 295,320	$ 75,000	$ 3	$ 425,025	$ 15	$ 350,025	$ -	$ -	$ 517,755	$ 15	$ 517,755	Cumming assumes $15 for wood flooring and carpet
Painting		$ -	$ 246,880	$ 10	$ 246,880		$ -	$ 283,350	$ 10	$ 283,350		$ -	$ 345,170	$ 10	$ 345,170	Cumming assumes $10 for painting
Signage	$ 25,000	$ 1	$ 123,440	$ 5	$ 98,440	$ 25,000	$ 1	$ 141,675	$ 5	$ 116,675	$ 25,000	$ 1	$ 172,585	$ 5	$ 147,585	Cumming assumes $5/SF for signage
Specialties	$ 25,000	$ 1	$ 123,440	$ 5	$ 98,440	$ 25,000	$ 1	$ 141,675	$ 5	$ 116,675	$ 25,000	$ 1	$ 172,585	$ 5	$ 147,585	Cumming assumes $5/SF for specialties
Interior Fit out Allowances	$ 2,468,700	$ 100	$ 3,703,200	$ 150	$ 1,234,500	$ 2,833,500	$ 100	$ 4,250,250	$ 150	$ 1,416,750	$ 6,029,650	$ 175	$ 7,766,325	$ 225	$ 1,736,675	
Elevators	$ 200,000	$ 8	$ 370,320	$ 15	$ 170,320	$ 200,000	$ 7	$ 370,320	$ 13	$ 170,320	$ 500,000	$ 14	$ 517,755	$ 15	$ 17,755	Cumming assumes $15/SF for elevators
Scaffolding and protection	$ 661,750	$ 27	$ -	$ -	$ (661,750)	$ 661,750	$ 23	$ -	$ -	$ (661,750)	$ -	$ -		$ -	$ -	This item is typically included in General Requirements
Fire Protection System	$ 572,504	$ 23	$ 493,760	$ 20	$ (78,744)	$ 651,136	$ 23	$ 566,700	$ 20	$ (84,436)	$ 720,170	$ 21	$ 517,755	$ 15	$ (202,415)	Cumming assumes $20/SF for fire protection
Plumbing	$ 435,000	$ 18	$ 617,200	$ 25	$ 182,200	$ 489,720	$ 17	$ 708,375	$ 25	$ 218,655	$ 320,000	$ 9	$ 862,925	$ 25	$ 542,925	Cumming assumes $25/SF for plumbing
HVAC Piping & Duct Wor	$ 1,290,000	$ 52	$ 1,481,280	$ 60	$ 191,280	$ 1,370,256	$ 48	$ 1,700,100	$ 60	$ 329,844	$ 1,290,000	$ 37	$ 2,071,020	$ 60	$ 781,020	Cumming assumes $60/SF for HVAC and piping
Electrical & Low Voltage	$ 859,537	$ 35	$ 1,110,960	$ 45	$ 251,423	$ 1,023,697	$ 36	$ 1,275,075	$ 45	$ 251,378	$ 952,913	$ 28	$ 1,553,265	$ 45	$ 600,352	Cumming assumes $45/SF for HVAC and piping
Lighting Fixtures	$ 74,064	$ 3	$ 246,880	$ 10	$ 172,816	$ 85,008	$ 3	$ 283,350	$ 10	$ 198,342	$ 207,102	$ 6	$ 345,170	$ 10	$ 138,068	Cumming assumes $10/SF for light fixtures
Excavation / Foundation	$ 377,000	$ 15	$ 377,000	$ 15	$ -	$ 377,000	$ 13	$ 377,000	$ 13	$ -	$ 1,068,000	$ 31	$ 1,725,850	$ 50	$ 657,850	Cumming assumed $50/SF for scenario 3
Site work	$ 135,000	$ 5	$ 150,000	$ 6	$ 15,000	$ 135,000	$ 5	$ 150,000	$ 5	$ 15,000	$ 135,000	$ 4	$ 200,000	$ 6	$ 65,000	Cumming included an allowance for misc. site work
Landscaping	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	Excluded
Site Security (Allowance)	$ 330,000	$ 13	$ -	$ -	$ (330,000)	$ 330,000	$ 12	$ -	$ -	$ (330,000)	$ 330,000	$ 10	$ -	$ -	$ (330,000)	Cumming included this item in general requirements
Site Safety (excluded)	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	Cumming included this item in general requirements
Total hard costs based on existing conditions	**$ 31,502,483**	**$ 1,276**	**$ 35,059,531**	**$ 1,420**	**$ 3,557,048**	**$ 32,675,515**	**$ 1,153**	**$ 37,612,931**	**$ 1,327**	**$ 4,937,416**	**$ 37,562,942**	**$ 1,088**	**$ 44,539,581**	**$ 1,290**	**$ 6,976,639**	

ANALYSIS

Trade Description	Scenario 1 Base					Scenario 2 Infill					Scenario 3 Multi-Family					Comments By Cumming
	LBG Preliminary Cost		Cumming Peer Review		Delta	LBG Preliminary Cost		Cumming Peer Review		Delta	LBG Preliminary Cost		Cumming Peer Review		Delta	
Area (GSF)	24,688	$/SF	24,688	$/SF	$	28,335	$/SF	28,335	$/SF	$	34,517	$/SF	34,517	$/SF	$	
General Conditions & General Requirements	$ 4,095,323	$ 166	$ 4,557,739	$ 185	$ 462,416	$ 4,247,817	$ 150	$ 4,889,681	$ 173	$ 641,864	$ 4,883,182	$ 141	$ 5,790,146	$ 168	$ 906,963	Cumming assumed 13% for general conditions and general requirements
Subtotal	**$ 35,597,806**	**$ 1,442**	**$ 39,617,270**	**$ 1,605**	**$ 4,019,464**	**$ 36,923,332**	**$ 1,303**	**$ 42,502,612**	**$ 1,500**	**$ 5,579,280**	**$ 42,446,124**	**$ 1,230**	**$ 50,329,727**	**$ 1,458**	**$ 7,883,602**	
Design Contingency	$ 3,150,248	$ 128	$ 3,505,953	$ 142	$ 355,705	$ 3,267,552	$ 115	$ 3,761,293	$ 133	$ 493,742	$ 3,756,294	$ 109	$ 4,453,958	$ 129	$ 697,664	Cumming assumed 10% for design contingency
Construction Contingency	$ 3,150,248	$ 128	$ 1,752,977	$ 71	$ (1,397,272)	$ 3,267,552	$ 115	$ 1,880,647	$ 66	$ (1,386,905)	$ 3,756,294	$ 109	$ 2,226,979	$ 65	$ (1,529,315)	Cumming assumed 5% for construction contingency
Subtotal	**$ 41,898,302**	**$ 1,697**	**$ 44,876,200**	**$ 1,818**	**$ 2,977,897**	**$ 43,458,435**	**$ 1,534**	**$ 48,144,552**	**$ 1,699**	**$ 4,686,117**	**$ 49,958,713**	**$ 1,447**	**$ 57,010,664**	**$ 1,652**	**$ 7,051,951**	
CCIP	$ 3,770,847	$ 153	$ 4,038,858	$ 164	$ 268,011	$ 3,911,259	$ 138	$ 4,333,010	$ 153	$ 421,751	$ 4,496,284	$ 130	$ 5,130,960	$ 149	$ 634,676	
Subtotal	**$ 45,669,150**	**$ 1,850**	**$ 48,915,058**	**$ 1,981**	**$ 3,245,908**	**$ 47,369,694**	**$ 1,672**	**$ 52,477,561**	**$ 1,852**	**$ 5,107,867**	**$ 54,454,997**	**$ 1,578**	**$ 62,141,623**	**$ 1,800**	**$ 7,686,626**	
Insurance	$ 1,047,458	$ 42	$ 1,121,905	$ 45	$ 74,447	$ 1,086,461	$ 38	$ 1,203,614	$ 42	$ 117,153	$ 1,248,968	$ 36	$ 1,425,267	$ 41	$ 176,299	Cumming assumed 2.5% for insurance
Subtotal	**$ 46,716,607**	**$ 1,892**	**$ 50,036,963**	**$ 2,027**	**$ 3,320,355**	**$ 48,456,155**	**$ 1,710**	**$ 53,681,175**	**$ 1,895**	**$ 5,225,020**	**$ 55,703,965**	**$ 1,614**	**$ 63,566,890**	**$ 1,842**	**$ 7,862,925**	
Construction Services Fee	$ 1,675,932	$ 68	$ 1,795,048	$ 73	$ 119,116	$ 1,738,337	$ 61	$ 1,925,782	$ 68	$ 187,445	$ 1,998,349	$ 58	$ 2,280,427	$ 66	$ 282,078	Cumming assumed 4% for fees
Subtotal	**$ 48,392,539**	**$ 1,960**	**$ 51,832,011**	**$ 2,099**	**$ 3,439,471**	**$ 50,194,492**	**$ 1,771**	**$ 55,606,957**	**$ 1,962**	**$ 5,412,465**	**$ 57,702,313**	**$ 1,672**	**$ 65,847,317**	**$ 1,908**	**$ 8,145,003**	
SDI Program	$ 733,220	$ 30	$ 673,143	$ 27	$ (60,077)	$ 760,523	$ 27	$ 722,168	$ 25	$ (38,354)	$ 874,277	$ 25	$ 855,160	$ 25	$ (19,118)	Cumming assumed 1.5% for SDI
Total	**$ 49,125,759**	**$ 1,990**	**$ 52,505,154**	**$ 2,127**	**$ 3,379,395**	**$ 50,955,015**	**$ 1,798**	**$ 56,329,125**	**$ 1,988**	**$ 5,374,110**	**$ 58,576,591**	**$ 1,697**	**$ 66,702,477**	**$ 1,932**	**$ 8,125,886**	

WEITZMAN
Real Estate Consultants

EXHIBIT D

BASIC ASSUMPTIONS AND LIMITING CONDITIONS

WEITZMAN
Real Estate Consultants

BASIC ASSUMPTIONS AND LIMITING CONDITIONS

This report has been solely prepared for the client identified in the letter of transmittal and throughout the report. It is to be expressly utilized by the client for the purposes so stated, and no reliance is to be placed on this report for any other purposes. This report may not be utilized in conjunction with any securitized transaction without the express permission of Weitzman Associates, LLC. The rights to any information contained in this report, unless furnished by outside sources, are exclusively those of Weitzman Associates, LLC. This report must be read in its entirety and neither all nor portions of this report may be reproduced, published or shown to other parties without the express written authorization of Weitzman Associates, LLC.

This research and analyses presented in this report took place between August 2022 and October 2023.

The date to which the opinions expressed in this report apply is set forth in the letter of transmittal. The signatories assume no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated. Any aberrations and/or dramatic changes of prevailing economic conditions as of the date of analysis may impact our conclusions.

No opinion is intended to be expressed for legal matters or those that would require specialized investigation or knowledge beyond that ordinarily employed by the real estate profession, although such matters may be discussed in the report.

Data relative to the size of the units were taken from sources considered reliable. Maps, plats, graphics and exhibits if included herein, are for illustration purposes only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

The signatories of this report represent that they have no current or contemplated interest in the subject property covered by this report.

The rendering of this report does not presume the right of expert testimony or attendance in court or at any other hearing, unless financial, scheduling and other arrangements are made therefore a reasonable time in advance by mutual written agreement. All fees and costs (at the customary rates charged by Weitzman Associates, LLC for litigation and non-litigation services) for any such attendance or other participation as an expert or in court, at any hearing or in connection with any discovery related to this report or the services provided by Weitzman Associates, LLC hereunder shall be paid by the client herein identified if and to the extent same shall not be fully paid by any other person or entity.

Disclosure of the contents of this market study report and/or its use is governed by the Bylaws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report especially any conclusions, the identity of the consultants or firm with which they are connected, or any reference to the Appraisal Institute or the MAI designation shall be disseminated to the public through advertising media, public relations media, sales media, news media, or any other public means of communication without the prior written consent and approval of the consultants. As previously mentioned, this document may not be utilized for any reporting in conjunction with a securitization transaction without the express written permission of Weitzman Associates, LLC.

This report constitutes a complete report, transmitted in summary report format and complies with The Uniform Standards of Professional Practice of The Appraisal Foundation for a complete report. This study has been prepared in conformity with and subject to the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. As a summary report, this report does not include full discussions of the data, reasoning, and analyses that were used in the study's process to develop the consultant's opinions. Full documentation has been retained in our files.

The analyses were conducted by Keith A. Brenan, CRE, and Dr. Marie-Danielle Faucher MAI, MRICS, Assoc. AIA, OAQ from August 2022 through October 2023.

WEITZMAN
Real Estate Consultants

EXHIBIT E

CERTIFICATION OF THE CONSULTANTS

WEITZMAN
Real Estate Consultants

CERTIFICATION OF THE CONSULTANTS

We hereby certify that Weitzman Associates, LLC was engaged to serve as an expert witness to review the merits and reasonableness of an application that has been submitted by ownership of the West Park Presbyterian Church located at 165 West 86th Street, New York, New York to the Landmarks Preservation Commission related to the financial hardship that the landmark designation has created for current ownership. The property is a church/community facility building that is allegedly in a deteriorating condition and is purported to have significant deferred maintenance that would require a significant investment to rehabilitate. Pursuant to NYC Administrative Code 25-309, ownership has claimed a financial hardship and has requested the ability to demolish the property and allow the development of a new residential condominium building.

Neither Weitzman Associates, LLC nor we have any present or contemplated future interest in the real estate in any of the markets that have been analyzed in this report.

We have no personal interest or bias with respect to the subject matter of the report or the parties involved.

To the best of our knowledge and belief the statements of fact contained in this marketability study, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.

This report sets forth all of the limiting conditions (imposed by the terms of our assignment or by the undersigned) affecting the analysis, opinions and conclusions contained in this report.

The analyses were conducted by Keith A. Brenan, CRE, and Dr. Marie-Danielle Faucher MAI, MRICS, Assoc. AIA, OAQ from August 2022 through October 2023. Mr. Brenan inspected the property on September 22, 2022.

Our fee for this report is not contingent upon the conclusions reported or upon anything else other than the delivery of this report.

This analysis has been made in conformity with and is subject to the requirements of The Uniform Standards of Professional Practice of The Appraisal Foundation. It is also subject to the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

WEITZMAN ASSOCIATES, LLC

WEITZMAN
Real Estate Consultants

QUALIFICATIONS OF THE CONSULTANTS

WEITZMAN
Real Estate Consultants

PROFESSIONAL QUALIFICATIONS
KEITH A. BRENAN, CRE

EDUCATION:

Cornell University — 1998
School of Hotel Administration
Ithaca, New York
Bachelor of Science degree
Concentration in Finance, Real Estate and Management Operations

EMPLOYMENT:

WEITZMAN ASSOCIATES, LLC
(formerly known as The Weitzman Group, Inc.)
Principal & Managing Director — 2017 - Present

THE WEITZMAN GROUP, INC.

Senior Vice President / Chief Operating Officer	2007-2017
Senior Vice President	2003-2007
Vice President	2002-2003
Assistant Vice President	2001-2002
Senior Associate	1999-2001
Associate	1998-1999

Real Estate specialists providing advice and counsel to those engaged in evaluating, buying, selling, leasing, financing, or developing real estate.

ADJUNCT PROFESSOR: New York University - Masters Program in Real Estate — 2004 - 2006

GUEST LECTURER:
Cornell University
Northwestern University
New York University

MEMBER:
Counselors of Real Estate (CRE)
National Council of Real Estate Investment Fiduciaries (NCREIF)
Urban Land Institute (ULI)
American Planning Association (APA)
Cornell Hotel Society – President, Chicago Chapter
Cornell Real Estate Council
Lycee Francais de Chicago – Trustee, Chair of the Development Committee

WEITZMAN
Real Estate Consultants

PROFESSIONAL QUALIFICATIONS

DR. MARIE-DANIELLE FAUCHER, MAI, MRICS, Assoc. AIA, OAQ

EDUCATION: Harvard University Design School, Cambridge, Massachusetts
Doctor Design, Master in Design Studies
Major in Real Estate, Urban Planning and Development

McGill University, Montréal, Québec
School of Architecture, Faculty of Engineering
Bachelor of Architecture

EMPLOYMENT: WEITZMAN ASSOCIATES, LLC (FORMERLY THE WEITZMAN GROUP)
New York, NY

Senior Vice President 2005-Present
Vice President 2004-2005

Real estate advisors providing counsel to those engaged in evaluating, buying, selling, leasing, financing, or developing real estate. The services offered by the firm include acquisition and disposition counseling, regional economic analysis, market research, due diligence, development planning, appraisals and expert testimony. Ms. Faucher consults on all property types, and specializes in complex mixed-use developments, special-use properties, and strategic planning for private, public, and not-for-profit clients. Ms. Faucher also provides litigation support in the acquisition of air rights, the renegotiation of master and ground leases, the valuation of easements, the valuation of leased fee and minority interests, and in the "before and after" valuation of damaged property cases.

LANDAUER REALTY GROUP /GRUBB & ELLIS
CONSULTING SERVICES /, New York, NY 2000-2004

Managing Director, The Consulting Group and the Public-Private Advisory Group
Real estate services including disposition, acquisition and leasing strategies, feasibility studies, strategic planning, economic development, valuation, litigation support, development plans, solicitation documents and negotiation services.

CADEV, CAISSE DE DÉPÔT ET PLACEMENT DU QUÉBEC
Montréal, Québec 1997-2000

Project Director-Special Projects
Project Director- Executive Office, Quartier international de Montréal (Montréal International Business District Redevelopment Authority)

Analyzed investments in commercial and multi-family residential properties in North America and abroad for Canada's largest institutional investor.

Managed the pre-development of the Montréal International Business District, a public-private economic development and urban improvement investment planned in conjunction with the redevelopment of the city's main convention center. The project involved strategic planning, and the development of air rights above an existing highway and adjacent to an underground subway infrastructure.

PRAGUE INVESTMENT/ BLACK & VEATCH ENGINEERING 1997
Prague, Czech Republic

Assistant Project Manager
Participated in the development of the first large-scale project privately built in the Prague periphery and of a luxury hotel in the Historic District.

CECIL & RIZVI, THE CECIL GROUP, Boston, Ma

Assistant Project Manager
Prepared land-use proposals and redevelopment strategies for large-scale waterfront and downtown projects.

DAN S. HANGANU ARCHITECTS

Architect and Project Manager
Participated in the design, planning and development of award-winning residential, commercial, and institutional projects.

MEMBER: Royal Institute of Chartered Surveyors (MRICS)
American Institute of Architects (Associate)
Lambda Alpha Land Economics Society
Danspace Building Committee

PROFESSIONAL LICENSES:
Architect (Quebec Order of Architects)
General Appraiser (State of New York and State of Illinois)

DESIGNATION: MAI (Appraisal Institute)

TEACHING: Visiting professor at Washington University, Rensselear Polytechnic Institute, and Université du Québec à Montréal. Guest speaker and guest critic at Harvard Graduate School of Design, Arizona State University, Ryerson University, Université de Montréal, McGill University, Parsons School of Design, and New York City Center for Architecture.

Exhibit JJ

Appraisers & Planners Response to Weitzman Report

APPRAISERS AND PLANNERS INC
9 EAST 40TH STREET NEW YORK, NY 10016
(212) 683-1122 FAX (212) 213-6120
www.appraisersandplanners.com

JAMES L. LEVY, MAI, ASA
SHARON LOCATELL, MAI, CRE, MRICS
ADAM L. WALD, MAI
CHRISTIN L. PHILLIPS, MAI
KERRY MARINACCIO, MAI

EDWARD LEVY, ASA (1907-2004)
RUTH A. AGNESE, MAI, MRICS (1962-2013)

November 20, 2023

RE: Memorandum addressing Weitzman Associates' ("Weitzman") Review of Submitted Public Documents (the "Weitzman Report") related to the Financial Hardship Application that was submitted for:

West-Park Presbyterian Church ("Applicant")
165 West 86th Street, New York, New York
Block 1217, Lot 1
LPC Docket # LPC-22-09135

Dated October 9, 2023

Prepared by Keith Brenan, CRE and Marie-Danielle Faucher, MAI, MRICS, Assoc. AIA, OAQ

Introduction: The Weitzman Report was commissioned by the Landmarks Preservation Commission of the City of New York ("LPC") to review the Applicant's economic analysis component of the application. Weitzman performed a detailed review of the Applicant's submissions, searched for additional supporting data and performed an economic analysis adopting the methodology employed by the Applicant.

Key Conclusions:

(1) Weitzman found that the conclusion reached in the economic analysis prepared by Appraisers and Planners, Inc. ("A&P") from the Applicant's team to be, "…reasonable and supported by market conditions and underwriting standards that are present in the market as of the date of submission." (Page 20).

(2) Weitzman also presented the conclusion offered by Cumming that, "…the cost estimate prepared by LBG in April 2023 (and previously in April 2022), for the costs needed to re-develop the property subject in all three presented scenarios are reasonable." (Page 2). We note that Cumming's costs are 7% to 14% greater than LBG's estimates.

- Weitzman found the estimated rent for the community facility/commercial space in the Base and Infill Scenarios to be reasonable (Page 6), and specifically noted that "Without the necessary physical improvements, the achievable rents for the interior spaces "as is" would be significantly lower." (Page 6-7)

- It is Weitzman's opinion that certain inputs for the multifamily scenario could be revised slightly – which A&P contests – most notably imputing a rent on the ground floor space that A&P programmed for tenant amenity space. Given the rents projected for the property, it is the opinion of A&P that the amenity space is necessary. Weitzman notes, on page 9, that despite their adjustments to the analysis, which are minor, there is still a significant shortfall of -$495,064 from achieving a reasonable return.

- At the request of the LPC, A&P prepared a supplemental analysis factoring in the impact of State Historic Tax Credits on the reasonable return analysis. Weitzman found the conclusions to be reasonable and in line with would-be investor expectations.

- In addition, and at the request of LPC, Weitzman performed a sensitivity analysis that reduced costs to 75% of the budgeted amount and 50% of the budgeted amount. At stated on page 15 of the Weitzman report, "As depicted on Table 6 on the following page, the reduction of the Restoration Costs still resulted in negative Net Operating Income After Real Estate Tax figures for the Base Scenario, the Infill Scenario and the Multi-Family Scenario at both levels of cost reductions."

- Weitzman states that a minimum rent of $37.76 per square foot is necessary to meet the minimum return threshold if solely incorporating the costs and scope of work offered by Donald Friedman, PE of Old Structures. Both Mr. Friedman and Weitzman have noted that the scope offered does not cure any of the outstanding code issues nor does it make the space suitable as it omits a slew of necessary costs. Mr. Friedman is clear in this assertion, stating, "A minimalist goal is simply to make the current conditions safe, to allow the removal of the bridge and curing of the DoB violations. That scope of work will solve the current problems, but new problems will develop over time." We reiterate that this scenario is impossible because a renovation at this level would trigger mandatory code work, none of which has been provided for. We have addressed this analysis and two additional scenarios in Exhibit A to this memorandum.

  In its incorporation of Mr. Friedman's report, Weitzman noted, "We note that this figure does not include any work to the interiors of the subject property, including repair work, re-demising of spaces, or general improvements to the interiors. We used Mr. Friedman's estimate, but assumed all of the same interior changes in the Base scenario as determined by LBG, as a fourth sensitivity analysis. This scenario did not change the outcome of the analysis." (Page 15.)

  Weitzman states on page 18, "Given the current condition of the interior space, its inefficiencies, its location and the leasing history, it is Weitzman's opinion that it is unlikely the necessary minimum rent level in this Scenario of $37.76 per square foot is achievable." This echoes the theme presented earlier in the Weitzman Report on pages 6-7 when discussing the concluded market rent of $50 per square foot, where Weitzman states, "Without the necessary physical improvements, the achievable rents for the interior spaces 'as is' would be significantly lower."

Primary Takeaway from the Weitzman Report: The Weitzman Report, in conjunction with Cumming's analysis, supports the conclusions presented by A&P and the Applicant. The methodology employed, estimated income, estimated expenses, and construction costs were essentially adopted by the Weitzman team. In several instances expenses and development costs were increased (which creates a further shortfall for feasibility). Accordingly, Weitzman determined that a reasonable return is unable to be achieved for WPPC.

Observations from LPC Meeting and Presentation by Keith Brenan on October 31, 2023

In his presentation to LPC on October 31, 2023, Mr. Brenan re-affirmed the content and conclusions found in the Weitzman Report. He added some meaningful color to some of the conclusions, noting:

- His experience with community facility rents in this market is that tenants typically pay well under $30 per square foot, citing rents of $25 per square foot.
- Costs reported by Mr. Friedman do not include necessary items to bring the property to a rentable standard. Neither interior costs nor code compliance work is included in the Friedman scope and only a patchwork repair of the building is provided for in the Friedman analysis.

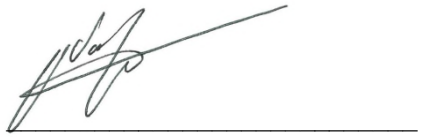
Given what Mr. Brenan revealed, it is obvious that the rent of $37.76 per square foot solved for in the Weitzman analysis is a misleading and irrelevant analysis to establish a reasonable return. Simply, it is an impossible scenario. While the rent of $37.76 per square foot may be the minimum needed to meet the 6% threshold with Mr. Friedman's limited scope of work, the costs presented by Mr. Friedman do not include any of the necessary interior costs to make the building rentable. Mr. Brenan was clear – in the Weitzman Report and supporting testimony – that a tenant could not take the space without the interior work. Mr. Friedman was clear that with his limited scope, additional work will be required as conditions will continue to deteriorate. It is not possible to secure a tenant with this scope of work and this analysis should be entirely disregarded.

A previous submission dated July 13, 2022 to the LPC prepared by Ira Schuman, Vice Chairman of Savills echoed this sentiment. Mr. Schuman states, "…given the condition of the building, the presence of the sidewalk bridge, the lack of code compliant fire protection safety systems and egress and the potential safety hazards, I believe no responsible party would occupy the building at any price if all these conditions and uses were disclosed." He further notes that, "…in order to bring the building to a condition that it can be safely occupied, the costs would be so high, the rents needed to justify the costs far exceed what any rational market participant would pay."

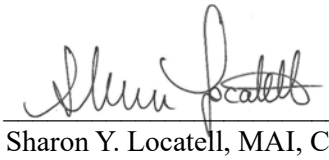
As addressed in the Weitzman Report, there are tenants (licensees) that occupy small portions of the property on a short-term basis. While some of the extrapolated rents from these licenses reached as high as $45 per square foot, these tenants (a) no longer have long-term commitments at the property, and (b) are renting such small portions of the property it is wholly inappropriate to extrapolate that to an annual rent for the entirety of the structure. We note that the information provided by the Center at West Park regarding short-term licenses concerns hourly rentals of small portions of the property, with some rentals as low as $10 per hour for a period of two (2) hours. Any use of these figures to suggest a whole-building rent on an annual basis is irrelevant to this application.

Please do not hesitate to call upon us if you have additional questions or concerns.

Respectfully submitted,



Adam L. Wald, MAI



Sharon Y. Locatell, MAI, CRE, MRICS

APPRAISERS AND PLANNERS INC

Exhibit A

Scenario Tests – Friedman Repair Costs and Required Minimum Rent

The tables on the following page demonstrate the rent required to meet the reasonable return threshold under three (3) scenarios. All of these scenarios are impossible scenarios, as explained in the body of this memorandum.

- The first scenario applies Mr. Friedman's $1,700,000 in repair costs. The repair costs solely address a portion of the exterior work, none of the necessary costs to repair and restore the interior of the building, and none of the costs to create code-compliant conditions. In order to meet a reasonable return, a rent of $28.70 per square foot is required. In his testimony to LPC delivered on October 31, 2023, Mr. Brenan reported that this rent would be near the high end of the range based on data he uncovered for comparable spaces, assuming they were suitable for tenants and code-compliant.

- The second scenario is presented in Table 7 on page 17 of the Weitzman Report. This sensitivity utilizes exterior only repair costs of $9,126,797. Again, these costs do not address any of the interior needs of the building nor do they make the building code-compliant. The costs presented in this scenario require a minimum rent of $37.76 per square foot. This rent is above the range of rents Mr. Brenan would anticipate for the property, if renovated.

- The third scenario is a variation of the second scenario with two (2) corrections to operating expenses, although more adjustments are certainly justified. First, the annual insurance premiums are adjusted to $56,000 per annum, which more closely reflects the actual insurance premiums of the property. The insurance figures of $1.00 per rentable square foot used in the A&P Report – and replicated by Weitzman – assumes the building was fully renovated and fully code-compliant. Without interior work or code compliance, the conditions of the interior of the property are static, and the insurance premiums should reflect the current conditions. The second adjustment applied is to the estimated repairs and maintenance. Since no interior repairs are being performed in this scenario, it is necessary to provide for annual repair costs to maintain the deteriorating structure. We have selected a figure of $72,000 per annum, which is in line with historical subject property expenses reported by the Center at West Park.

  Note: A situation wherein the subject property is rented to tenants without proper code compliance and interior renovations would likely require considerably higher expenses than the two corrections made in for the third scenario. Additional expenses could include, at a minimum, increased utilities and payroll expenses. In the single-tenant scenario presented in this analysis, and confirmed in the Weitzman Report, it is assumed that the tenant would be responsible for those expenses.

- Making these two (2) adjustments to operating expenses requires a minimum rent of **$44.45** per square foot to meet a minimum return threshold. This rent figure is within 11% of the estimated market rent of $50 per square foot. The rent of $50 per square foot was developed under the specific condition that the structure was fully renovated, restored, code-compliant and suitable for a tenant. The Weitzman Report agreed that this was a reasonable rent for the property under these conditions and that the work estimated was required to achieve that rent.[1]

[1] The Cumming renovation figures were between 7% and 14% greater than the figures contained in the A&P analysis.

Exhibit B contains exterior and interior photographs for a sampling of spaces achieving rents above $40 per square foot. The photos make it clear what level of interior finish and code compliance is required to achieve these rents, and what tenants demand in a market where there is more space than tenants. In addition to the exhaustive exterior work required, the subject property requires extensive interior work to be deemed rentable at these levels.

Annualized Repair Costs – Three Scenarios

Repair Cost Scenario	Scenario 1 $1.7m Costs	Scenario 2 $9.1m Costs	Scenario 3 $9.1m Costs - Adjusted OpEx
Partial Exterior Repair	$1,700,000	$9,126,797	$9,126,797
Assessment Improvement	$1,416,150	$1,416,150	$1,416,150
Total Depreciation Base	**$3,116,150**	**$10,542,947**	**$10,542,947**
2% - Annualized Repair Cost	**$62,323**	**$210,859**	**$210,859**

Operating Expense Estimates – Three Scenarios

Expense Breakdown		$1.7m Costs	$9.1m Costs	$9.1m Costs - Adjusted OpEx
Annual Insurance Expenses		$18,353	$18,353	**$56,000**
Professional Fees p/annum @	$5,000	$5,000	$5,000	$5,000
Utilities		Tenant	Tenant	$0
Payroll	None	$0	$0	$0
Repairs and Maintenance		$0	$0	**$72,000**
Structural Repairs PSF @	$0.50	$9,177	$9,177	$9,177
Management and Leasing % EGI @	6.00%	$30,019	$39,500	$46,499
Operating Expenses		**$62,549**	**$72,030**	**$188,676**

Summary of Required Rent – Three Scenarios

Reasonable Return Scenario		Scenario 1 $1.7m Costs	Scenario 2 $9.1m Costs	Scenario 3 $9.1m Costs - Adjusted OpEx
Building Rentable Sq. Ft.		18,353	18,353	18,353
Rent Per Square Foot Required		**$28.70**	**$37.76**	**$44.45**
Potential Gross Income		$526,656	$692,989	$815,774
Less Vacancy @	5.00%	($26,333)	($34,649)	($40,789)
Effective Gross Income		**$500,323**	**$658,340**	**$774,986**
Expenses (w/o Real Estate Taxes)		($62,549)	($72,030)	($188,676)
Depreciated Repair Costs		($62,323)	($210,859)	($210,859)
Net Operating Income (w/o Real Estate Taxes)		**$375,451**	**$375,451**	**$375,451**
Assessed Value		$3,463,650	$3,463,650	$3,463,650
Return Requirement		10.83975%	10.83975%	10.83975%
Minimum NOI w/o Real Estate Taxes		$375,451	$375,451	$375,451

Exhibit B – Comparable Spaces Seeking Rent of $40+ Per Square Foot

15 West 86th Street, New York, NY

Asking Rent: **$45 Per Square Foot**
Listing Date: February 1, 2022
Current Status: Available for Lease

Features:

- 9 Classrooms
- Elevator Serving Ground to 3rd Floor
- 6 Offices and reception
- 2 large multipurpose rooms



Front of building



4th floor classroom



Multipurpose room

APPRAISERS AND PLANNERS INC

1157 Lexington Avenue, New York, NY

Taking Rent: **$41.69 Per Square Foot** (beginning September 1, 2022)
Lease Date: 4Q 2021
Current Status: Leased to Tenant (All Souls School)
Note: Additional renovations planned by tenant after lease

Features:

- Four floors of classrooms
- Elevator
- Small outdoor garden
- Rooftop play area
- Cellar multipurpose room
- Offices
- Shared use of the chapel



3rd floor classroom



Building exterior



Accessory room – cellar floor



Rooftop play area

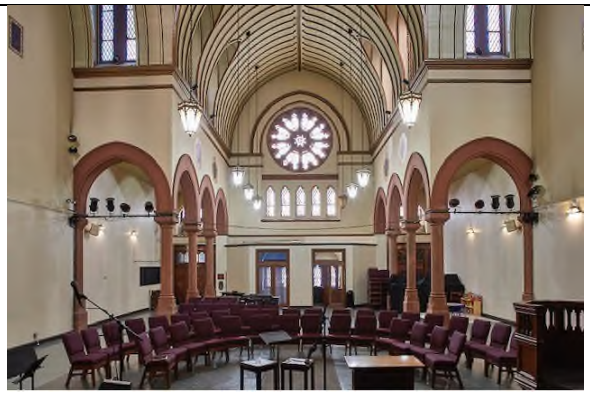
417 West 57th Street, New York, NY

Taking Rent: **$44.44 Per Square Foot**
Lease Date: 1Q 2021
Current Status: Leased to Tenant (Church of the City of New York)
Note: Additional renovations planned by tenant after lease

Features:

- Sanctuary
- Full basement multipurpose room
- Offices
- Kitchen
- Attic area
- Sitting rooms





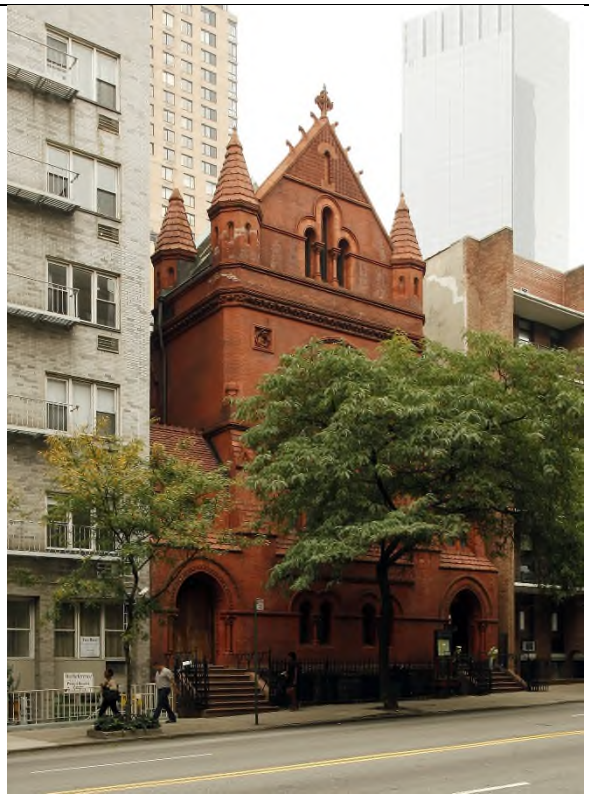


Exhibit KK

Alchemy Properties Letter

ALCHEMY
PROPERTIES

KENNETH S. HORN
President

September 11, 2025

Angie Master
Vice Chair
Landmarks Preservation Commission
253 Broadway, 11th Floor
New York, NY 10007

Re: West Park Presbyterian Church
165 West 86th Street, New York, NY (the "Property")

Dear Vice Chair Master,

I am the President of Alchemy Properties. I am submitting this letter in support of the application by West Park Administrative Commission ("West Park AC") for approval to demolish the West-Park Presbyterian Church (the "Building"), pursuant to NYC Admin. Code§ 25-309, on the basis that the Building is not capable of earning a reasonable return.

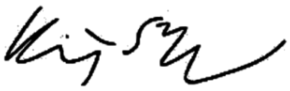
Alchemy is an experienced developer of more than 30 properties across New York City, including the repositioning of the landmark Woolworth Building and the redevelopment of 378 West End Avenue. Attached is a list of the properties that we have developed in New York City over the last thirty years.

Alchemy has entered into a contract with West-Park Presbyterian Church of New York City, dated March 3, 2022, for the purchase of the Property. The contract is contingent on approval by the Landmarks Preservation Commission of the demolition of the Building. Alchemy has negotiated a demolition contract with Breeze Demolition, dated August 29, 2025, and is prepared to begin demolition of the Building immediately upon Commission approval. Following demolition, Alchemy intends to promptly develop a mixed-use building on the Property containing residential, retail, and community facility uses, which will be as-of-right under the Property's current zoning. The community facility portion will be deeded to West Park.

Alchemy expects to finance the demolition of the Building and the construction of the new building using conventional debt and equity sources. Alchemy has existing relationships with several lending institutions, including JP Morgan, Bank OZK, HSBC, and M&T Bank, and has worked with them on similar projects. A commitment letter with a lender would typically be executed within 30 to 60 days of commencement of demolition work.

Thank you for your consideration of this application.

Best Regards,



Kenneth S. Horn

Exhibit LL

Breeze National Inc. Contract (Fee Redacted)

BREEZE NATIONAL INC.

Industrial/Commercial/Residential Demolition ■ Asbestos Abatement



RFP: Demolition of High 2-Story Building - R01

165 West 86th Street
New York, NY

Corporate Office
843 S. Ocean Avenue
Freeport, NY 11520

Field Operations Office
31 Bay Street
Brooklyn, NY 11231

Phone: (718) 254-8070
www.breezedemolition.com

Industrial /Commercial/Residential Demolition
■
Asbestos Abatement
■
Excavation
■
Soil Remediation

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INTRODUCTION

Formed in 1983, Breeze National Inc. has performed thousands of demolition projects in the New York Metropolitan Area. The principals of Breeze National Inc. have extensive knowledge and long histories in the demolition industry. Our solid reputation is built on the complex; extremely competitive projects we have successfully undertaken for the past 40 years. Breeze is well-known as controlled demolition specialists of high-rise, large scale controlled, machine aided, and surgical partial demolition for retrofits of historic buildings.

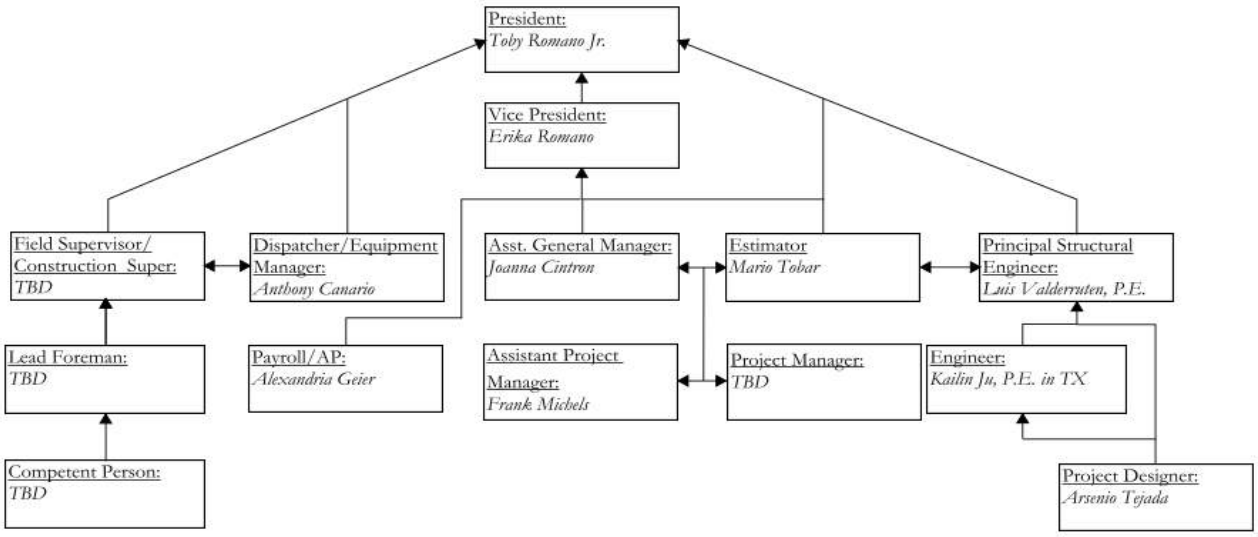
Skilled personnel and specialized equipment have been key factors in Breeze's success. Breeze has a solid core of experienced field employees that are committed to the company and are dedicated to a safe work environment for the client and themselves. Equipment acquisition has resulted in an inventory that allows Breeze to hold down job costs for its many clients.

In addition to the experienced field team, Breeze is further supported by a dedicated, passionate and devoted corporate office staff. Including an in-house structural engineer with 10+ years of controlled demolition experience from Thornton Tomasetti. With team members, some having joined Breeze over 20 years ago, Breeze has become a strong organization built on a solid foundation. This firms background assures all our clients that they will receive the best attention, productivity, skills and outcome for all projects Breeze is assigned to. Regardless of the volume, complexity or size of the job, Breeze gives complete dedicated time and effort to ensure the greatest level of effectiveness.

Driven by passion and the history created over 40 years, Breeze and its entire team continue to exceed all expectations among the industry and clientele. Breeze continues to establish and solidify long lasting relationships that prove furthermore the success it has accomplished.

At Breeze National Inc., we know demolition and how to do it right!

Organization Chart (sample):



BREEZE NATIONAL INC.

INFORMATION

Breeze National Inc. prides itself in pursuing a wide variety of demolition projects in the New York Metropolitan Area. From large scale projects such as the demolition of the approach spans of the old Kosciusko Bridge (with a 16 weeks duration and successfully completed in 12 weeks), projects at JFK airport, Universities, stadiums, such as Shea Stadium, demolition of Domino Sugar Refinery to various high-rise buildings. Means & methods range from the conventional manned hydraulic to unmanned hydraulic machinery. Breeze's arsenal of machinery ranges from small mini excavators to large high reach & long reach excavators. Breeze has also utilized large cranes to assist, as in projects at 155 East 60th Street (Demolition of Overhead Pedestrian Bridge) and 181 Mercer Street (Large Steel Trusses). Large amount of the demolition projects completed was with a combination of asbestos abatement. To which the removal would occur prior to demolition or concurrently after proper approval & variances were obtained. Prior to the commencement of any project all proper permits from Authorities having jurisdiction within the project limits.

Breeze has an EMR of 1.13 with over $50 Million in gross sales for only demolition and hazardous material abatement projects throughout the densely populated urban areas of the New York Metropolitan Area.

As all projects do, time is of the essences and Breeze works efficiently to meet any schedule timeline, with proper coordination and early detection of potential project delays to avoid any time loss.

Industrial /Commercial/Residential Demolition

■

Asbestos Abatement

■

Excavation

■

Soil Remediation



INSURANCE AND BONDING

Breeze National Inc offers high quality insurance and bonding to meet the needs of even the most stringent contracts. As shown on Certificates of Insurance (provided upon requests). Breeze National Inc is fully insured to provide all the demolition, services described herein.

Bonding is available for any project value. Detailed information pertaining to Breeze National Inc.'s bonding capabilities will be provided upon request.

SAFETY

Safety being a high priority on all of Breeze projects, all proper precautions are ensured to be installed prior to the commencement of demolition which range from installing a construction fence around the project site to create a controlled access zone and eliminate unauthorized personnel from entering the job to erecting a scaffolding to surround a building. In which all these protective measures are to ensure surrounding public safety. The projects specific means and methods are designed by Breeze's in-house Professional Engineer, who studies the structures and determines the safest and most effective way to demolish a structure.

Breeze National Inc. believes in accident prevention through training to minimize the potential for injuries, lower workers' compensation costs and reduce liability to both Breeze and its clients. Corporate policy dictates that safe operations must always take precedence over cost and expediency issues. Breeze is committed to making health and safety its number one priority. Every Breeze project, large or small, is engineered for safety. Every employee receives training to ensure the very best safety awareness.

BREEZE NATIONAL INC.

CORPORATE SAFETY PROGRAM

Breeze National Inc. maintains a detailed Safety Manual specifically designed to provide maximum protection for all operations. Principle elements of this safety program include:

- Program Administration and individual safety responsibilities;
- Education and training;
- Medical surveillance;
- Standard operating procedures;
- Monitoring and inspection of field operations;
- Accident and illness prevention;
- Hazard communication; and
- Documentation and record retention.

The program is continually updated to ensure compliance with current regulations and requirements. A copy of Breeze National Inc.'s manual is available for review upon request.

EMPLOYEE TRAINING

A written program is important – but will be ineffective if it is not backed up by comprehensive training. Breeze National Inc.'s ongoing education and training program complies fully with OSHA's Hazard Communication Standard 29 CFR 1910.1200. Program features include:

- Orientation training for new hires and newly hired or promoted supervisors/ managers.
- 10 & 30 - Hour OSHA training and retraining when required (with additional training for supervisory personnel).
- Specific job skill training/certification as required by job task.
- Job-site training (orientation, daily tool-box, pre-task planning).

SITE-SPECIFIC HEALTH & SAFETY PLANS

Breeze National Inc.'s prepares Site-Specific Health and Safety Plans (HASPs) to address the unique tasks and safety considerations of each project. Copies of the plan are made available to all individuals on site. In addition, all project employees and subcontractors receive site-specific training in order to ensure compliance with the specific procedures contained in the Plan.

Experienced professionals dedicated to providing top quality, cost effective service are key to Breeze National Inc. past and future success.

Breeze's team of professional estimators, project/construction managers, supervisors, and technical support staff are experienced in all facets of industrial and commercial demolition.

Breeze's management team has completed award-winning, complex projects for a wide variety of institutional and commercial clients throughout the New York Metropolitan Area

As shown in the attached resumes, key team members bring with them experience gained from some of largest demolition projects in the New York Metropolitan Area.



BREEZE NATIONAL INC.

HIGH RISE BUILDINGS

1765, 1750 & 1776 Prospect Place - Brooklyn, NY

Asbestos Abatement & Complete Demolition of 3 Buildings - 600,000 GSF

- (2) 12 Story Buildings
- (1) 15 Story Building

CM: Housing Preservation & Development
Owner: NYCHA
Value: $5,825,000









64 - 74 Trinity Place - New York, NY

Asbestos Abatement & Complete Demolition of (1) 5 story & (1) 27 Story Building
400,000 GSF
CM: Hunter Roberts Construction
Value: $10,770,415



1271 Avenue of the Americas - New York, NY

Asbestos Abatement & Complete Shell Demolition of a 48 Story Building
CM: Turner Construction
Value: $35,125,000



TSX Hotel - 1568 Broadway - New York, NY

Structural Demolition of 45-Story Building down to 16th Floor and full gut of remainder of building down - 540,000 GSF
CM: Pavarni

417 Park Avenue - New York, NY
Asbestos Abatement & Complete Demolition of a 14 Story Building - 250,000 GSF
CM: Triton Construction

123 West 57th Street - New York, NY
Asbestos Abatement & Complete Demolition of a 16 Story Building - 270,00 0GSF
Owner: Alchemy Properties

314 - West 43rd Street - New York, NY
Asbestos Demolition & Complete Demolition of 14 Story Building - 220,000 GSF
CM: Triton Construction

MSK - 1233 York Avenue - New York, NY *Currently Active*
Asbestos Abatement & Complete Demolition of 22 & 23 Story Buildings - 320,940 GSF
CM: Turner Consigli - Joint Venture

655 Madison Avenue - New York, NY *Currently Active*
Complete Demolition of 25-Story Building - 264,000 GSF
Owner: Extell Development Company

550 Washington Avenue - New York, NY
Complete Demolition of 4 Story Building - 940,000 GSF
CM: Turner Construction Company

The Frick Collection - New York, NY
Asbestos Abatement and Selective Interior & Structural Demolition - 50,000GSF
CM: Sciame

American Museum of Natural History - New York, NY
Asbestos Abatement and Selective Interior & Structural Demolition - 44,000GSF
CM: AECOM Tishman

UNIVERSITIES

181 Mercer Street - New York, NY - NYU Coles - Completed 2017
Demolition of a 1 story sports complex - 275,000 GSF
CM: Turner Construction
Value: $4,100,000

40 Claremont Avenue - New York, NY - Barnard College - Completed 2017
Asbestos Abatement & Demolition of a 5-story building - 100,000 GSF
CM: Turner Construction Co.
Value: $2,525,000

Rockefeller University - New York, NY - Completed 2012
Partial Demolition
CM: Turner Construction
Value: $2,429,072

Brooklyn College - Brooklyn, NY - Completed 2013
Demolition of Gershwin Hall
CM: CUNY
Value: $5,115,085

Hunter College - New York, NY - Completed 2012
Asbestos Abatement and Demolition
CM: Lendlease
Value: $2,379,154

The Hershel School - New York, NY - Completed 2011
Asbestos Abatement and Demolition
CM: Sciame Construction Co.
Value: $1,308,400

IS 297 - Queens, NY - Completed 2015
Asbestos Abatement & Demolition
CM: The School Construction Authority
Value: $975,000

PS59 & High School for Arts & Design - Completed 2015
Complete Demolition of 7 Story Building
Owner: World Wide Holdings
Value: $3,650,000

HOSPITALS

Coney Island Hospital - Main Building & Tower, Brooklyn, NY - Completed 2023
Asbestos Abatement and Selective Demolition of Interiors and structural slabs
within Main Building and Tower Building
CM: Turner Construction

Coney Island Hospital - Building 6 - Brooklyn, NY - Completed 2017
Asbestos Abatement and Structural Demolition of 3-Story Building - 70,000 GSF
CM: Turner Construction

Rockefeller University Various Buildings throughout campus - New York, NY - Completed 2017
Selective Demolition of Interiors
CM: Turner Construction

New York Presbyterian Hospital - 68th Street & York Avenue - New York, NY - Completed 2016
Asbestos Abatement & Complete Demolition of 3 12-Story Buildings
CM: Turner Construction

Kings County Hospital - Building G - New York, NY - Completed 2015
Asbestos Abatement and Complete Demolition of 7-Story Building - 350,000 GSF
CM: Bruno Frustaci

Camba Gardens Project at County Hospital - Brooklyn, NY - Completed 2014
Asbestos Abatement and Complete Demolition of 2 Buildings
CM: Bruno Frustaci

Memorial Sloan Kettering - New York, NY - Completed 2011
Selective Demolition of Interiors
CM: Turner Construction

St. John's Hospital - New York, NY - Completed 2006
Selective Demolition
CM: Apogee Design & Construction

Maimonides Medical Center - New York, NY - Completed 2005
Demolition
CM: Urban Foundations

Winthrop University Hospital & Montifore Medical Center - New York, NY - Completed 2005
Demolition
CM: Turner Construction

INDUSTRIAL

Kosciuszko Bridge - Approach Spans - Queens, NY - Completed 2018

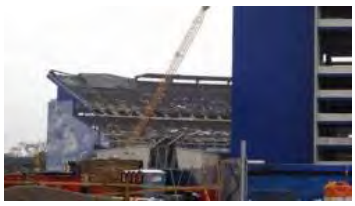
Demolition of approach spans located on Brooklyn and Queens - 700,000 GSF
CM: Skanska USA Civil Northeast
Value: $11,500,000






Shea Stadium - Flushing, NY - Completed 2009

Asbestos Abatement & Demolition
CM: Lend Lease LMB, Inc.
Value: $5,551,232

Jacob Javits Center/Yale & Lowenstein Buildings

Asbestos Abatement & Demolition
CM: Empire State Development Corp.
Value: $3,925,000




Domino Sugar Project - 314 Kent Avenue - Brooklyn, NY - Completed 2014

Complete Demolition of 2-7 Story Buildings on Property - 1,200,000 GSF
Interior Demolition of 11 Story Building
Owner: Two Trees Management
Value: $11,500,000





Brooklyn Navy Yard - Buildings 28, 123 & 128 - Completed 2013
Selective Demolition
CM: Plaza Construction
Owner: Brooklyn Navy Yard Development Corp.
Value: $1,584,143






Kosciuszko Bridge Project (10 Buildings along the Bridge) - Queens, NY - Completed 2015
Demolition
CM: NYS DOT
Value: $2,195,000

625 Fulton Street - Brooklyn, NY - Completed 2015
Asbestos Abatement & Complete Demolition
CM: WCD Group
Owner: Forest City Ratner Companies
Value: $6,300,000




IKEA - Beard Street - Brooklyn, NY - Completed 2006
Demolition and Site Work
CM: Melito Construction
Value: $3,355,650



PARKING GARAGES

222 East 44th Street - New York, NY - Completed 2015

Asbestos Abatement & Complete Demolition
CM: BLDG
Value: $6,487,592





602-642 West 57th Street - New York, NY - Completed 2015

Asbestos Abatement & Complete Demolition of 4 Buildings
CM: TF Cornerstone
Value: $3,207,357

Carnegie 57 - New York, NY - Completed 2008

153-157 West 57th Street & 158-166 West 58th Street
Asbestos Abatement & Complete Demolition
CM: Madigan Development
Value: $5,550,000



222 East 40th Street - New York, NY - Completed 2015

Asbestos Abatement & Complete Demolition
CM: Plaza Construction
Value: $2,136,334

111 Varick Street - New York, NY - Completed 2015

Asbestos Abatement & Complete Demolition
CM: Madigan Development
Value: $981,457

520 West 41st Street - Mercedes Showroom - New York, NY - Completed 2015

Asbestos Abatement & Complete Demolition
CM: Silverstein Properties
Value: $1,950,283

INDUSTRIAL

JFK Airport - Hangars 3, 4 & 5 - Queens, NY - Completed 2017

Asbestos Abatement & Demolition - 2,171,405 GSF
CM: The Port Authority of New York & NJ
Value: $11,000,000





LGA Delta Terminal C Concourse Demolition - Queens, NY - Completed 2020

Demolition - 485,045 GSF
CM: Delta Construction Management Team
Value: $4,200,000





LGA Delta Terminal C Partial Demolition - Queens, NY - Completed 2021

Demolition - 358,744 GSF
CM: Delta Construction Management Team
Value: $3,200,000




LGA Delta Terminal C & D Roadway Demolition - Queens, NY - Completed 2021

Demolition - 250,000 GSF
CM: Delta Construction Management Team
Value: $2,400,000

BREEZE NATIONAL INC.

LGA Hangar 1 Demolition - Queens, NY - Completed 2020
Demolition - 384,028 GSF
CM: Skanska Walsch JV
Value: $5,400,000







JFK IAT Redevelopment - Terminal 4 - JFK International Airport - Queens, NY - Completed 2001
East/West Knuckle- Demolition
CM: AMEC Construction Management Inc.
Value: $2,404,000

International Arrivals Building - JFK International Airport - Queens, NY - Completed 1999
Parabola Demolition
CM: AMEC Construction Management Inc.
Value: $386,000

British Airways - JFK International Airport - Queens, NY - Completed 1999
Expansion Project, Phase 2C-2, Building 59-Terminal 7
CM: AMEC Construction Management Inc.
Value: $490,000.00

Jet Blue Hangar & Operations Campus Building #183 - Queens, NY - Completed 2005
Demolition
CM: Tishman Construction Corp.
Value: $624,109

BREEZE NATIONAL INC.

Corporate Office:
843 S. Ocean Ave.
Freeport NY, 11520
T: (718) 254-8070

Field Office:
31 Bay Street
Brooklyn, NY 11231
F: (718) 254-8071

August 29, 2025
Project Number: P-110-2025

Project: Demolition of High 2-Story Building - R01

Address:
165 West 86th Street
New York, NY

Client:
Alchemy Properties Inc.
800 Third Avenue - 22nd Floor
New York, NY 10022

Benjamin Charles
Senior Acquistions & Development Associate

Breeze National Inc. is pleased to submit the following proposal regarding the above mentioned project.

Scope of Work:
Included:

1. Demolition of one high 2-Story Building down to sidewalk grade. Disposal of all combustible and excess demolished materials off-site.
2. Crack slab-on-grade for drainage
3. Cellar to be backfilled with brick, concrete and/or CMU from demolished building.
4. Utility Disconnects - 1 Water, 1 Sewer
5. Coordinate with Authorities Having Jurisdiction to disconnect Gas & Electric
6. Obtain proper permits as required (DOB, DOT & FDNY) for demolition of building
7. Provide NYS P.E. Signed & Sealed demo drawings to be reviewed and approved by Department of Buildings
8. Extermination as required by DOB Permitting
9. Furnish and install sidewalk shed & scaffolding as required per DOB
10. Furnish and install 8' high plywood construction fence as required per DOB
11. Neighboring protection as required per DOB
12. Insurance: 2 Million + 25 Million
13. Exclusions on following page

Lump Sum Cost:
$

Accepted By:

Mario Tobar

Mario Tobar
Breeze National Inc.

Accepted By:

Benjamin Charles
Alchemy Properties Inc.

BREEZE NATIONAL INC.

Corporate Office:
843 S. Ocean Ave.
Freeport NY, 11520
T: (718) 254-8070

Field Office:
31 Bay Street
Brooklyn, NY 11231
F: (718) 254-8071

Exclusions:

The following is the list of exclusions but not limited to:

- Payment and Performance Bond. **If required, Add 2.5%**
- Asbestos Abatement & Third-Party Air monitoring
- Separate Lead Abatement Phase, to be included in Demo if present
- Third-Party Controlled Inspections
- Existing Violations, Environmental Restrictions, Additional DOB Designations, to be cleared by owner
- Overtime/Premium time, if above approved schedule or requested
- Change Order Insurance Costs to be added if required
- Architectural Salvage
- Temp. power, source of power to be provided by others
- Chain-link fence, after the demolition is finished. Construction Fence to be relocated to property line
- Site Security and Badging
- Third-Party Hazardous material testing
- Third-Party Lead testing/monitoring
- Neighboring Agreements
- Cable/Communication line disconnects
- Noise, Vibration & Optical monitoring
- Site Surveying
- Shoring, unless required to complete demolition
- Support of Excavation/Underpinning
- Neighboring tie-backs
- TA Approval/Railroad Insurance
- Waterproofing/Fireproofing, above neighboring parging as required by DOB
- Dewatering of Project Site (Frac Tanks)
- Import of new clean backfill
- Contaminated/Hazardous soil removals
- Fuel oil tanks, if any (AST/UST)
- Liquated Damages and/or consequential damages
- Guarantees & Warranties
- Accounting software fees if required, other than standard AIA requisitioning
- Unforeseen Conditions

Exhibit MM

FX Collaborative Contract (Fees Redacted)

Fees Redacted

FXCollaborative Architects LLP
1 Willoughby Square, 7th Floor
Brooklyn, NY 11201
T 212 627 1700
info@fxcollaborative.com

fxcollaborative

March 29, 2022

Ken Horn
Alchemy Properties, Inc
800 Third Avenue, 22nd Floor
New York, NY 10022

Re: 165 W 86th Street, As-of-right New Building

Dear Ken,

It is with great pleasure that FXCollaborative Architects LLP submits our proposal to work with Alchemy Properties to provide Architectural and Interior Architecture Design services for the development site at 165 West 86th Street. Our team can provide the expertise, experience, and innovation necessary to achieve the design aspirations and sustainability goals set for the project, while also meeting the critical cost and efficiency goals needed for it to compete in the Manhattan residential market.

I. PROJECT UNDERSTANDING

Alchemy Properties intends to develop a mixed-use residential, community facility and retail building on a site located on 165 W 86th Street, in the Upper West Side neighborhood, at the corner of two wide streets, Amsterdam Avenue and 86th Street. The property, Tax Lot 1 of Manhattan Block 1217, has 125 feet of frontage along 86th Street, 75 feet of frontage along Amsterdam Avenue, and a lot area of 10,157 sf. The Site is in an R10A zoning district, with a Commercial overlay C1-5 designation for the 100' feet of depth along Amsterdam Ave, and is mapped within the EC-2 Special Enhanced Commercial District for Columbus Avenue and Amsterdam Avenue. There is an existing four-story plus church belonging to West Park Presbyterian Church on site, built and expanded between 1883 and 1890.

Since this building has been identified as a New York City individual landmark, demolition of the existing building is subject to LPC approval. Architectural services related to pursuing the LPC approval for demolition have been provided under a separate agreement.

The site is located within a C1-5/R10A zoning district, which allows for residential uses, community facilities, and commercial uses up to a maximum base height of 150' and maximum building height of 210'. The proposed project consists of a new building containing residential units, a 10,000 sf Community Facility at the ground and cellar floors, and ground floor retail. The residential units are planned to be market-rate condominium residences.

Given the site area of 10,157 sf, an allowable FAR of 10 for residential use and an allowable FAR of 10 for Community Facility use, the maximum permitted residential floor area would be approximately 101,570 ZSF. Adding an initial, conservative 6% factor for mechanical, Zone Green, and Quality Housing deductions, and one cellar level, the total GSF for the building would be approximately 133,324 GSF. Floor area bonuses for Affordable Housing are assumed to be excluded from the project. Because the site is in the Manhattan Core, no automobile parking is required but parking is permitted. Our proposal assumes that no parking will be provided in the building.

The amenities are assumed to include the lobby, mailroom, a lounge and fitness center (full amenity program to be confirmed prior to start of the project). The total amenity space package is assumed to be approximately 4,000 sf of enclosed area and about 2,000 sf of outdoor area, to be confirmed during the Concept phase (exterior landscape design is not part of this proposal).

The Community Facility space will be owned by the Center at West Park and consist of approximately 4,000 sf at the ground floor and 6,000 sf at the lower level, including a two-story performance space. The scope of work for the Center at West Park includes the "Core and Shell": enclosure, entrance, elevator, two egress stairs, slab openings for the two story space and connecting stair and base-building mechanical infrastructure brought to the face of the unit.

The sustainability goals of the project are not yet established, and pursuit of specific certifications are not currently included. FXC will provide an initial workshop with ownership to identify potential sustainability measures and rating system certifications that can be sought on the building. Based upon decisions made

following that meeting FXC would be happy to provide a proposal for Sustainability Consulting services to improve the building's performance and sustainable attributes and/or to pursue any building rating systems desired such as LEED, WELL, Fitwel or Passive House.

II. SCOPE OF SERVICES

Basic Services include the following services.

Scope I - Architectural Design and Architect-of-Record of the Residential Building

A. Schematic Design (10 weeks)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Review and evaluation of the program and construction budget furnished by the Owner
5. Develop project performance and planning criteria resulting in a detailed "Basis of Design Document"
6. Develop design, to the Schematic level, for the unit layouts, building massing, exterior design, and layouts of the lobby, residential common areas, and amenity spaces
7. Work sessions with Ownership and marketing teams (approximately weekly)
8. Coordinate core and shell with schematic design of the Church/Community Facility unit developed in Scope IV
9. Develop exterior elevations, preliminary facade section profiles, and finish materials research
10. Preliminary coordination with engineering consultants to determine building systems and planning parameters
11. Code analysis and accessibility compliance review with accessibility consultant at completion of the Schematic Design phase
12. FXC internal Quality Control review
13. Schematic Design deliverables include:
    a) Site plan
    b) Floor plans - on residential floors, typical unit layouts
    c) Preliminary layout of residential common areas and amenity spaces
    d) Floor area tabulations
    e) Schematic building elevations
    f) Project description
    g) Exterior views

B. Design Development (11 Weeks)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Coordination with Consultants
5. Work sessions and design presentations to Ownership (approximately weekly)
6. Finalize unit layouts
7. Finalize exterior design and develop exterior elevations, facade section profiles, and exterior finish materials
8. Development of typical technical details of exterior wall design and components coordinated with the exterior wall consultant
9. Finalize floor/core plans and refine core and shell engineering elements coordinated with mechanical, structural, vertical transportation, and all other necessary consultants
10. Preliminary utility coordination
11. Evaluate accessibility compliance with respect to unit layouts and public spaces. Coordinate additional external review of accessibility compliance with accessibility consultant (to be retained by Owner)
12. Code analysis
13. Provide information to assist the Construction Manager in cost estimating
14. FXC internal Quality Control review
15. Design Phase deliverables include:
    a) Site plan
    b) Building floor plans including base building, unit layouts, and public spaces
    c) Exterior elevations
    d) Enlarged exterior elevations
    e) Building sections
    f) Exterior wall sections and technical details at typical conditions
    g) Reflected ceiling plans
    h) Area tabulations
    i) Outline Specification

j) 3 Exterior Renderings

C. Construction Documentation (18 Weeks)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Coordination with Consultants
5. Progress meetings with Ownership
6. Issuance of 50% Construction Documents
7. Final dimensional control and coordination
8. Final specifications (CSI format)
9. FXC internal Quality Control review
10. Evaluate accessibility compliance with respect to unit layouts and public spaces. Coordinate additional external review of accessibility compliance with accessibility consultant (to be retained by Owner)
11. Create and issue detailed and coordinated Construction Documents for the Construction Manager to use in creating a GMP Bid Package
12. Preparation of Department of Building full building filing drawings and permitting coordination with code consultant/expeditor
13. Provide architectural information needed to the Civil Engineer for their use in preparing the Builders Paving Plan for filing with appropriate agencies.

D. Bidding & Construction Administration (100 Weeks)

1. Assist owner in evaluating bids for major trades. Limited to three (3) bidders per major trade
2. Review contractor proposed substitution requests, provided contractor completes FXC's substitution request form and provides adequate information to evaluate suitability of substitution
3. Review and take appropriate action on shop drawings submitted by the contractors for conformance with information given and design intent. Ten (10) working days shall be turn around for submittals, provided that the contractor submits and adheres to a schedule of submissions at the outset of construction.
4. Review and respond to RFI's.
5. Issue clarification sketches when necessary to clarify design intent.
6. Attend weekly construction phase meetings. Assumes the meetings will be virtual and FXC's participation will commence at the start of the construction of the building superstructure.
7. Site visits with corresponding reports for purpose of determining, in general, if the work observed is being performed in a manner indicating that it will be, when completed, in accordance with construction documents and aesthetic design intent. Assumes one bi-weekly visit.
8. Amended filing drawings required for the Certificate of Occupancy walk-thru and sign-off from the DOB.
9. Monitor project close out.
10. Review or provide documents as reasonably required by projects financers, provided such documents or requests do not require knowledge, services, liability, or responsibilities beyond the scope of this proposal. .
11. Provide one (1) punch list for each apartment unit type, (1) punch list for each common area and (1) punch list for back of house/MEP spaces.
12. Review and provide recommendation on the validity of change orders.

<u>Scope II - Residential Interior Architectural Design of the Residential Building</u>

A. Schematic Design (6 weeks)

1. Initial meeting to develop and discuss image, concept, level and quality of materials, finishes, furniture and requirements for the interiors of the project.
2. Present preliminary designs showing character of design intent, and preliminary materials palette and furniture plans. A maximum of two options will be prepared for each space. Initial materials palette and vision board prepared at this stage are for design intent, to be further refined during Design Development phase.
3. Attend design and coordination meetings and presentations as required
4. Deliverables include:
   a) Preliminary lobby, amenity space, and typical kitchen/bath finish plans
   b) Preliminary sample selections or images of interior finish materials and color palette for lobby and amenity
   c) Basis of Design Narrative for the interiors scope

B. Design Development (11 weeks)

1. Develop detailed and coordinated Design Phase drawings and specifications for Interiors package.

2. Based on Client input, refine selection of materials palette, develop details of finish materials and trim profiles, selection of interior surface treatments and finishes, flooring and carpet selections, and hardware finishes.
3. Integrate interior lighting design (in coordination with Lighting Designer)
4. Attend design and coordination meetings and presentations as required
5. Develop typical millwork and casework details
6. FXC internal Quality Control review
7. Deliverables include:
   a) Interior elevations and finish plans
   b) Reflected ceiling plans
   c) Millwork and casework drawings
   d) Fixture and appliance selection
   e) Outline specifications for the interior architecture design scope
   f) Up to 9 interior renderings anticipated to cover:
      i. Lobby: 1 rendering
      ii. Elevator: 1 rendering
      iii. Corridors: 1 rendering
      iv. Kitchens: 2 renderings
      v. Bathrooms: 2 renderings
      vi. Amenities: 2 renderings
   g) Changes post-Design Development will be an additional service.

C. Construction Documents Phase (18 Weeks)

1. Coordination with FXC Architecture team, engineering, consultants, and CM team.
2. FXC internal Quality Control review
3. Progress issuance of Construction Documents including
   a) Interior elevations and finish plans
   b) Reflected ceiling plans
   c) Millwork and casework drawings
   d) Typical interior details and details of critical interfaces of finishes
   e) Interior Finish, Fixture, and Appliance Schedules

D. Construction Administration (100 weeks)

1. Review and take appropriate action on shop drawings submitted by the contractors for conformance with information given and design intent related to interior architecture scope. 10 working days shall be turnaround timeframe for submittals, provided that the contractor submits a schedule of submissions at the outset of construction. This proposal assumes a maximum of 200 Submittals. This proposal assumes one original and one resubmittal. Additional resubmittals will be additional services.
2. Review the mockup shop drawings for the residential kitchen millwork, bathroom millwork, and tile only. Review the residential kitchen and bathroom shop drawings beyond the mockup for finish only.
3. Review of material samples.
4. Review of visual interior mockups.
5. Review and respond to RFI's. This proposal assumes a maximum of 20 RFI's. Additional RFI's will be additional services
6. Site visits for the purpose of determining, in general, if the contractor's installed work observed is being performed in a manner indicating that it will be, when completed, in accordance with construction documents and aesthetic design intent. Assumes one bi-weekly visit when finish work is in progress.
7. Monitor project close out.

Scope III: Interior Residential Furniture Selection & Documentation (10 Weeks)

1. During the Design Development Phase, FXC will begin to develop the furniture and accessories, limited to furniture, decorative pillows, area rugs, free standing lighting, and window treatment concept package. If any accessories beyond this scope are requested, the fee for specifying and coordinating will be billed hourly.
2. Furniture will be presented to the client for review and approval. This can align with the DD or the CD phase, on the request of the client or can be completed between CD and CA. A timeline is to be established at the kickoff meeting for the Interior Architectural Design SD phase.
3. Furniture concept to be developed based on Interior Architectural Design and coordinated with the Interior Architectural layout, finishes and concept.
4. FXC will provide two (2) presentations for the furniture and finishes.
5. Art to be selected with the assistance of an art consultant, to be retained by the owner with assistance of FXC. This will be billed hourly.

6. FXC will provide an FFE Specification Book for pricing and procurement by the purchasing agent. This will include furniture, free standing light fixtures, area rugs, and pillows, FFE Specification book to include placement plans and elevations.
7. FXC will work with the client to maintain the established budget with the aid of a Purchasing Agent, to be retained by owner. This is to be billed hourly.

Scope IV – Community Facility Layout & Integrated Coordination

A. Programming Phase (10 weeks)

1. Review existing church facilities and quantify the existing spaces
2. Meet with leadership every two weeks regarding mission, organizational structure, and activities within the church spaces
3. Develop a tabular spatial program that defines space allocation and performance requirements – quantitative and qualitative
4. Determine spatial adjacency requirements
5. Provide up to three organizational stacking/planning diagrams
6. Finalize the tabular space program
7. Develop the preferred stacking/planning strategy

B. Schematic Design (8 weeks)

8. Project Management and Administration
9. Meeting Agendas
10. Meeting Minutes (4 meetings maximum with Church representation)
11. Review and evaluation of the program and construction budget furnished by the WPPC prior to the start of the project
12. Develop project performance and planning criteria resulting in a detailed "Basis of Design Document"
13. Develop design, to the Schematic level, for the Community Facility/Church layouts
14. Coordinate Community Facility/Church with core and shell
15. Preliminary coordination with engineering consultants to determine building systems and planning parameters. (Low voltage systems are excluded and assumed to be design-build by a vendor/subcontractor)
16. Code analysis and accessibility compliance review with accessibility consultant at completion of the Schematic Design phase
17. FXC internal Quality Control review

C. Design Development (8 Weeks – concurrent with second half of base building DD phase)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Coordination with Consultants
5. Work sessions and design presentations to WPPC (approximately weekly)
6. Finalize Community Facility/Church layouts
7. Finalize floor/core plans and refine core and shell engineering elements coordinated with mechanical, structural, vertical transportation, and all other necessary consultants
8. Preliminary utility coordination
9. Evaluate accessibility compliance with respect to unit layouts and public spaces. Coordinate additional external review of accessibility compliance with accessibility consultant (to be retained by Owner)
10. Code analysis
11. Provide information to assist the Construction Manager in cost estimating
12. FXC internal Quality Control review

D. Construction Documentation (10 Weeks – concurrent with second half of base building CD phase)

1. Project Management and Administration
2. Meeting Agendas
3. Meeting Minutes
4. Coordination with Consultants
5. Progress meetings with IBC/ICS
6. Issuance of 50% Construction Documents
7. Final dimensional control and coordination
8. Final specifications (CSI format)
9. FXC internal Quality Control review

10. Evaluate accessibility compliance with respect to Community Facility/Church spaces. Coordinate additional external review of accessibility compliance with accessibility consultant (to be retained by Owner)
11. Create and issue detailed and coordinated Construction Documents for the Construction Manager to use in creating a GMP Bid Package

E. Bidding & Construction Administration (100 Weeks)

1. Assist owner in evaluating bids for major trades. Limited to three (3) bidders per major trade. It is assumed this scope will be built by the same CM as the base building.
2. Review contractor proposed substitution requests, provided contractor completes FXC's substitution request form and provides adequate information to evaluate suitability of substitution
3. Review and take appropriate action on shop drawings submitted by the contractors for conformance with information in the Construction Documents and design intent. Ten (10) working days shall be turn around for submittals, provided that the contractor submits and adheres to a schedule of submissions at the outset of construction.
4. Review and respond to RFI's.
5. Issue clarification sketches when necessary to clarify design intent.
6. Attend construction phase meetings on an as needed basis, 30 total meetings assumed. Assumes the meetings will be Virtual and FXC's participation will commence at the start of the construction of the building superstructure.
7. Site visits with corresponding reports for purpose of determining, in general, if the contractor's installed work observed is being performed in a manner indicating that it will be, when completed, in accordance with construction documents and aesthetic design intent. Assumes one bi-weekly visit.
8. Amended filing drawings required for the Certificate of Occupancy walk-thru and sign-off from the DOB.
9. Monitor project close out.
10. Provide one (1) punch list for each apartment unit type, (1) punch list for each common area and (1) punch list for back of house/MEP spaces.
11. Review and provide recommendation on the validity of change orders.

Scope V: Community Facility Furniture Selection and Documentation Fee:
(Optional by FXC. Alternatively, Client to procure by others)

1. If selected, to be performed simultaneously with Scope IV above.
2. Provide wall, floor, and ceiling finish schedules.
3. Develop and document interior elevations of Community Facility/Center at West Park spaces including the performance space, entry lobbies, office, and washrooms.
4. Develop and document reflected ceiling plans.
5. Design and document elevator cab elevations and details.
6. Design and document the open stair
7. Document details associated with architectural fit-out and finishes.

III. STAFF QUALIFICATIONS

The following personnel at FXCollaborative are anticipated to be working on this project.

Design Partner / Partner-in-Charge:	Daniel J. Kaplan FAIA, Senior Partner
Interior Architecture Lead:	Kimberley Petredis, NCIDQ

IV. CONSULTANTS

The following consultants will be required for the completion of this project. It is assumed that these consultants will be retained directly by the client. All consultants should be engaged prior to the start of Design Phase.

Accessibility Consultant / Peer Reviewer
Acoustical Consultant
Civil Engineer
Code Consultant / Permit Expeditor
Exterior Envelope Consultant (exterior wall, roofing and foundation waterproofing)
Energy Modelling
Geotechnical Engineer
Graphic / Signage Designer
Landscape Architect
Lighting Consultant
Mechanical, Electrical, Plumbing, IT and Fire Protection Engineer

Residential Marketing Consultant
Security
Structural Engineer
Surveyor
Telecommunications / AV
Vertical Transportation Consultant

V. PROJECT SCHEDULE

It is anticipated the project will start in the third quarter of 2022 and be completed by end of 2025, as outlined below. Early packages or accelerated filing are not anticipated or included in this proposal.

Phase	Duration
Schematic Design	10 Weeks
Design Development	11 Weeks
Construction Documents	18 Weeks
Construction Administration	100 Weeks

VI. COMPENSATION

Fee for Basic Services

Compensation for Architectural, Interior Architectural design, and Furniture Selection and Documentation Basic Services performed by FXCollaborative, as described above, is as follows. All fees are exclusive of applicable state and/or local sales taxes, and do not include any consultant services.

Scope I - Architectural Design and Architect-of-Record of the Residential Building:
$[redacted])
The fee shall be broken down by phase as follows:
Schematic Design [redacted]
Design Development [redacted]
Construction Documents [redacted]
Construction Administration [redacted]
Total [redacted]

Scope II - Interior Residential Architectural Design Fee:
$[redacted])
The fee shall be broken down by phase as follows:
Schematic Design $ [redacted]
Design Development $ [redacted]
Construction Documents $ [redacted]
Construction Administration $ [redacted]
Total $[redacted]

Scope III – Interior Residential Furniture Selection and Documentation Fee:
[redacted]
The fee shall be broken down by phase as follows
Design and Documentation $[redacted]
Total $ [redacted]

Scope IV - Community Facility Layout & Integrated Coordination:
$[redacted])
The fee shall be broken down by phase as follows:
Programming $ [redacted]
Schematic Design $ [redacted]
Design Development $[redacted]
Construction Documents $[redacted]
Construction Administration $ [redacted]
Total $[redacted]

Scope V - Community Facility Furniture Selection and Documentation Fee:
[redacted]
The fee shall be broken down by phase as follows
Design and Documentation $ [redacted]
Total $ [redacted]

Notes:

1. *Basic Services for Construction Administration phase includes up to 4,600 FXCollaborative personnel hours for Scope I, 450 hours for Scope II, 170 hours for Scope III, 675 hours for Scope IV, and 170 hours for Scope V. Construction Administration time required beyond this shall be billed hourly as an Additional Service.*
2. *Scope I Architectural Services fees will increase by 5% if coordination is required with an interior architecture designer other than FXC for Scopes II or IV. Alternatively, FXC will be commissioned to provide the Construction Documents and Construction Administration.*

A retainer payment of $50,000 will be due prior to commencement of services and will be applied against the final invoice(s).

Sales Tax Notification
Interior design, FF&E, and interior lighting design services are subject to state and local sales tax in the State of New York. Invoices for these services will include a line item stating the applicable sales tax due on the amount invoiced. Services provided in NYC are exempt from local tax, but are subject to NYS tax. If FXC retains these services through consultant(s), the sales tax amount will be passed onto the client for reimbursement.

Additional Services
Services not part of Basic Services or above and beyond the general scope of services will be billed as Additional Services. Should the project scope or schedule substantially change, our fees will be reviewed with the client and adjusted accordingly by mutual agreement. Compensation for Additional Services will be based on a lump sum fee where the scope can be determined in advance of the start of additional work. Where the scope cannot be determined in advance, compensation will be based upon the hourly rates listed below.

Hourly Rate Schedule:

Senior Partner	$500
Partner	$420
Principal / Project Director	$320
Sr. Architect / Sr. Designer / Sr. Planner III	$280
Sr. Architect / Sr. Designer / Sr. Planner II	$240
Sr. Architect / Sr. Designer / Sr. Planner I	$200
Architect / Designer / Planner III	$170
Architect / Designer / Planner II	$150
Architect / Designer / Planner I	$140
Senior Model Maker	$170
Model Maker	$130
Project Administrator	$125

These billing rates are effective through 31 December 2022 and may be adjusted annually, in accordance with the Architect's adjustments in compensation for partners and employees.

Reimbursable Consultants
The services of consultants are not included in the Fee. Any consultants retained by FXC will be billed at their actual cost plus ten percent.

Reimbursable Expenses
All normal reimbursable expenses including transportation, printing and plotting services, photography, project website, file transfer, long distance telephone calls, messenger services, facsimile transmission charges, express charges, and express mail services shall be billed at their actual cost plus ten percent.

Payment Terms
Monthly invoices will be based upon the percentage of work completed and will include fees for Basic Services, Additional Services, and Reimbursable Expenses. Invoices are payable within 30 days of receipt. For fees delinquent more than 30 days from the invoice date, a finance charge of 1-1/2% per month will be added. Upon 7 days written notice, FXC shall stop work if invoices remain unpaid 30 days following the invoice date. No deductions shall be made from FXC's compensation on account of penalty, liquidated damages, or setoff.

VII. ASSUMPTIONS AND QUALIFICATIONS

1. The proposed fees are based upon the above-described design and construction phases occurring sequentially with durations as noted above. Significant changes from the assumed schedule, including periods of suspension, hold or delay totaling in excess of one (1) week over each design phase or extensions of the project schedule, will result in equitable adjustments of the fee. Any work completed during a suspension of the work or in between phases will be billed on an hourly basis.

2. All fees are quoted in 2022 Dollars with reasonable assumptions for escalation. If the CPI exceeds 3% per annum, an equitable adjustment of the fee will be made.

3. Basic Services include document issuances at the following milestones. Intermediate packages are not included in this scope.
   - Schematic Design
   - Design Development
   - 50% Construction Documents
   - Issue for Construction
   - DOB Filing
4. Attorney General Narrative and Plans are included in base fee for up to 95 individual residential condominium units only. It is assumed the remainder of the project will be filed as two commercial condominium units for the retail and for the church (not requiring plan and narrative filing) to cover the residential rental units and commercial/retail elements. The fee includes one client, attorney or Attorney General requested revision to the Attorney General report. Any additional requested changes, alterations or revisions to the Attorney General Report will be charged hourly per attached rate schedule. Tax Lot plans and associated filings are included in base fee for the same building portions and divisions noted above. The fee includes one set of tax lot plans. Any client or attorney requested changes, alterations or revisions to the tax lot plans will be charged hourly per attached rate schedule.

5. Presentation to and development of material for government agencies not part of the As-of-Right process will be Additional Service.

6. Demolition drawings are not included.

7. Vault design and documentation work, if required by ConEdison, shall be an Additional Service.

8. Mock-Ups or Model Apartments/Rooms shall be an Additional Service.

9. For Scope I, the community facility space will be designed as core and shell.

10. Basic Services includes renderings created in-house by FXC staff. Professional-level models, renderings and computer animations shall be Additional Services.

11. Development of marketing plans, illustrations, or renderings, and any tenant presentations will be billed on an hourly basis as Additional Services.

12. Custom "free-standing" furniture designed by FXC will be billed hourly as an Additional Service. "Fixed" furniture such as reception desk and built-in seating areas in the lobby are included in Interior Architectural Design Basic Services.

13. Residential unit finishes shall exclude typical wall and ceiling finishes. It is assumed that these surfaces shall receive a neutral painted finish.

14. The Scope II fee assumes an amenities package including lounges, fitness center, totaling approximately 4,000 SF of enclosed area. No swimming pool is anticipated. More extensive amenities will require an adjustment in fee. Rooftop, terrace and other outdoor FF&E and landscape design are excluded.

15. Changes to the unit mix and/or building program after the first three weeks of Design Development impacting more than 10% of the units and/or areas will be Additional Services. Any changes to the unit mix and/or unit layouts after the completion of Design Development will be Additional Services. The client will provide the unit mix and unit areas to the architect prior to the start of Schematic Design.

16. Major revisions to our work that are inconsistent with previous direction or otherwise required for reasons beyond our control shall be Additional Services.

17. If ownership opts to have Interior Architectural Design services (Scope II, IV or V) completed by a firm other than FXCollaborative then:
    a. An Interior Architect will be retained directly by Ownership for the residential interior architectural design including lobby, elevator cabs, amenities, amenity terrace, common corridors, kitchens, baths, flooring, doors and trim and other typical finishes and FF&E.
    b. The Interior Architect is responsible for developing drawings (including but not limited to finish, fixture and appliance schedules, plans, enlarged plans, RCP's, location on plans of power/tel/data receptacles, elevations, sections and details as necessary to define the interior scope) and specifications for the interior architectural design following the same schedule as FXCollaborative and to provide drawings and specifications to FXCollaborative to be included in the milestone packages listed above. FXCollaborative will coordinate with and include the Interior Architect's drawings and specifications into the milestone packages to the same level and as typically done with other design team consultants.
    c. FXCollaborative's fees will increase as noted in the compensation section to account for additional coordination time required.
    d. FXCollaborative and an Accessibility Consultant will review the Interior Architect's designs for compliance with New York City Building Code and applicable Accessibility regulations. However, it is assumed that the Interior Architect understands the relevant codes and regulations and will develop their designs accordingly. Significant and/or repetitive reworking of the Interior Architect 's work is not included in FXC's fee and will be invoiced hourly as an Additional Service.
    e. The Interior Architect shall indemnify and hold harmless FXC from all costs and expenses, including the cost of defense, related to claims, damages, losses, and causes of action to the extent arising out of or resulting from any negligent act or omission of the Interior Architect or its consultants and contractors.

18. For this project we are anticipating up to 7 unique residential floor plans with a maximum of 15 unique unit layouts. Additional unique floor plans or layouts will require a corresponding adjustment in fees. Unit layouts are limited to one original design and two revisions per unit. There will be standardized kitchen and bathroom types across the project and there will be up to three kitchen types and up to six bathroom types. It is assumed that there will be one finish palette for all units.

19. Architect's coordination services shall consist of coordinating its documents with those of the other design consultants and managing the overall coordination process among design consultants. Owner-retained consultants shall be responsible for the coordination of their services and documents with those of the architect and other design consultants. Any redesign or schedule extension due to such consultants' failure to coordinate in a timely manner shall be Additional Services.

20. Surveys and Geotechnical investigations are to be provided by Owner.

21. Developing a Fire Protection Plan with input from MEP and FP engineer is included in base fee. One submission and follow up for initial approval is included. If additional submissions are required, they shall be billed as additional services.

22. Sustainability consultancy services, targeting any LEED certification or similar, are excluded. FXC can offer sustainability consultancy as an additional service.

23. Basic Services assume that a permit expeditor will be retained directly by the Owner and limits architect's coordination to 40 hours; however, any required filing drawing revisions are included in Basic Services. The cost of permits and filing fees are excluded. The project will not be self-certified.

24. Builders Pavement Plan, Department of Buildings and Department of Transportation site and safety plans, FEMA elevation plans and certificates, FDNY Fire Safety and Evacuation and Emergency Action Plans or documents, any plans or other documents related to crane and hoist approvals, and any other similar Agency-required documents are excluded.

25. Architect will provide 1 (one) filing set for the project which will be revised per comments from DOB. Any partial or early filing sets will be Additional Services.

26. FXC will provide amended filing drawings required for the Certificate of Occupancy walk-thru and sign-off from the DOB. As-built drawings, record drawings, or any other modifications to the final construction documents to reflect as-built conditions will be based wholly on information provided by the Construction Manager and billed on an hourly basis as an Additional Service.

27. Special inspections, progress inspections, and final inspections of any work types are excluded.

28. This proposal and fee structure assumes this to be a Construction Manager structured project with periodic value engineering, etc. Cost Estimating, front-end to bid documents, administration of the bidding, and administration of the construction contracts shall be provided by the Construction Manager. In addition, it is anticipated that a detailed construction cost estimate will be prepared by the Construction Manager at the conclusion of the Schematic Design and Design Development phases. This estimate will be reconciled within 2 weeks of the conclusion of the phase and the reconciled scope of the estimate will be the basis for the completion of subsequent phases.

29. Value Engineering decisions provided to the design team more than 2 weeks after the conclusion of the Design Development Phase resulting in changes to the architectural drawings will be Additional Services.

30. The Owner acknowledges that issuance of early packages in advance of completion of design, or fast-tracking, will likely require associated coordination, design and redesign of parts of the Project after documents are issued, all of which events may cause an increase in the cost of the work and/or in an extension of the Project construction schedule. Any significant additional coordination, redesign, or extension of schedule shall be an Additional Service. Early packages are not part of this proposal and will be additional services.

31. Any material deviation from or modification to FXC's General Requirements (Division 01) of the specifications, will require evaluation and acceptance by FXC, and will constitute Additional Services if any such deviation or modification results in additional efforts, responsibility, or liability. Owner shall be responsible for coordinating the Construction Contract's General Conditions (Division 00) with FXC's General Requirements.

32. Construction Documents, Addenda, or Bulletins developed and/or issued after Issue for Construction, required for reasons other than Architect's fault, will be Additional Services.

33. This proposal assumes the use of Bluebeam, hosted by FXC for shop drawing review. Use of other pdf markup tools other than Bluebeam, hosted by FXC, for review of shop drawings, will require evaluation and acceptance by FXC and may result in changes to the project scope and fee.

34. FXC participation in CM or MEP trade coordination meetings is limited to answering RFIs generated from these meetings. FXC attendance at CM MEP trade coordination meetings will require evaluation and acceptance by FXC and may result in changes to the project scope and fee.

35. Basic Services for Construction Administration phase includes up to Basic Services for Construction Administration phase includes up to 4,600 FXCollaborative personnel hours for Scope I, 450 hours for Scope II, 170 hours for Scope III, 675 hours for Scope IV, and 170 hours for Scope V. Construction Administration time required beyond this shall be billed hourly as an Additional Service. On-site presence beyond the limited visits described or clerk-of-the-works services are not included in Basic Services. Incorporating substitutions into the documents after CD phase is additional services.

36. Basic services for reviewing submittals assumes the CM has reviewed each submittal prior to submitting to FXC. Submittals sent to FXC without prior review by the CM will be returned to CM without review by FXC and administration time will be invoiced as an Additional Service.

    All submittals will be reviewed once with one follow up review to confirm that any comments, concerns and or issues have been addressed. Any additional reviews of submittals will be charged as Additional Services. It is the responsibility of the Construction Manager to manage the Submittal process, logging and tracking all Submittals. Any expedited submittal review should be coordinated in advance with the design team. For Record submittals review is not included in Basic Services.

    This proposal assumes a maximum of 1,400 Submittals.

37. It is the responsibility of the Construction Manager to manage all RFIs, the RFI process, logging and tracking all RFIs, and to avoid issuing RFIs on information readily available in the construction documents. The CM's use of RFIs to confirm conversations or meetings with the Design Team will be returned by FXC without review. This proposal assumes a maximum of 150 RFIs. Additional RFIs will be Additional Services.

38. FXC will assist Owner's Purchasing Agent to place FF&E orders and will review the placement of FF&E, but will not have responsibility for arranging or negotiating storage, delivery or movement of the FF&E. Client to inspect deliveries upon arrival to site.

39. Basic Services include one (1) punch list for each apartment unit type, (1) punch list for each common area and (1) punch list for back of house/MEP spaces. Additional punch list visits are Additional Services.

40. Design of construction bridges, fences, and other temporary structures is excluded.

41. Causes of action between the parties to this proposal pertaining to acts or failures to act occurring prior to Substantial Completion shall be deemed to have accrued and the applicable statutes of limitations shall commence to run as of the date of Substantial Completion.

42. FXC shall be entitled to rely upon the accuracy and completeness of services and information furnished by the Owner or on its behalf.

43. FXCollaborative as architects do not render any decision, interpretation, or recommendation regarding questions of law or which may be construed as constituting a legal opinion with regard to zoning. It is recommended that the owner have their land use attorney review zoning for the project.

44. Layouts will be designed to NYC Building Code and Fair Housing Act standards. All layouts and applicable project drawings and specifications, including Architectural, Interior, Site/Civil & Landscape, MEP/FP, FA, and AV/IT scopes, shall be reviewed and certified by an owner-retained Accessibility Consultant ("Accessibility Consultant") for compliance. At a minimum, the Accessibility Consultant shall review documents at the conclusion of Concept Design and Design Phases and at approximately 75% completion of Issue for Construction and consult on specific design conditions as needed. During the Construction Administration Phase, the Accessibility Consultant shall review applicable submittals and the progress of construction periodically, and provide confirmation that installed work is in compliance with accessibility laws.

45. To the fullest extent permitted by law, the client shall defend, indemnify, keep and hold FXCollaborative and its consultants, and their respective agents, partners, principals and employees from and against, claims, damages, losses, penalties, actions, suits, judgments or liabilities including costs, expenses, and disbursements, legal or otherwise, to which they may be subject because of any act or omission of the client, the Contractor/ Construction Manager, and their respective agents, employees, subcontractors, consultants, or permittees in connection with this Agreement.

46. FXC's aggregate liability in connection with the services rendered for this project shall be limited to the available proceeds of applicable insurance policies.

VIII. DESIGN TECHNOLOGY CRITERIA

FXC leverages design technology as an integral element of our process. Building Information Modeling (BIM) is the main documentation and coordination platform, which provides the design team a data-rich environment for collaboration. As such, our proposal and fee are predicated on the design of the project being developed in BIM and adhering to the following criteria.

A. Using Revit, the BIM will be developed in accordance with FXC's BIM Execution Plan.

   1. All major consultants shall work concurrently in BIM to coordinate and document the project, exchanging models weekly, or as otherwise required.
   2. All major consultants shall generate drawings from the BIM, and the BIM elements shall have appropriate levels of development and accuracy, as set forth in the BIM Execution Plan.
   3. Client-retained consultants are to maintain coordination and quality assurance checks of their BIM and Documents, and notify the FXC of known conflicts. Evidence of coordination and

quality control shall be submitted at milestones. Redesign due to a lack of coordination will be Additional Services.

4. The model developed by the design team ("Design BIM") is for design intent, as an aid in developing the required design documentation and supporting the design coordination process. As such it will not include the level of detail and coordination required of a BIM used for construction ("Construction BIM"), and is not intended to be clash-free.

B. Upon request, the Design BIM may be furnished to the client.

1. The Design BIM data does not supersede or replace information contained on the record hard copies of the construction documents as issued by FXC, and as such should not be relied upon for construction, code validation, quantity take-off, cost estimation, scheduling, as-builts, or other uses. Should the client wish to utilize BIM technology for such uses, they shall retain the construction manager, or similar third party, to manage the creation of a Construction BIM.
2. Following the commencement of construction, the design team's responsibility to make revisions to the Design BIM will be limited to those made in connection with its responsibility for governmental filings. All other changes shall be the responsibility of the construction manager or similar third party, and shall be made in the Construction BIM.

C. There are numerous factors which may result in errors or discrepancies in electronic data, including without limitation, translation errors resulting from differences in computer software, hardware and related equipment, disc malfunctions and user errors. Accordingly, FXC has no responsibility for or makes no representations regarding the accuracy of the information contained in electronic files once transferred outside of FXC's offices.

D. Newforma, hosted by FXC, will be used for electronic Project Information Management ("PIM") that is within our scope. Construction Administration Submittals and RFIs are to be uploaded by the Contractor and responded to by Consultants in FXC's cloud-based Newforma portal. Use of a PIM other than Newforma or additional administrative responsibilities will require evaluation and acceptance by FXC and will result in additional fees.

IX. FORM OF AGREEMENT

Except as otherwise stated herein, terms and conditions shall be consistent with the AIA Document B132 - 2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, which is incorporated by reference.

X. CONCLUSION

We are excited to be working with Alchemy Properties. Please let me know if you have questions regarding the contents of this proposal or if you require further information. This proposal is valid for sixty (60) days. Your signature on this proposal along with a payment of $50,000 which will be credited to the final invoice(s) will be our authorization to proceed. Kindly return a copy of the signed proposal at your soonest convenience.

Sincerely,



Daniel J. Kaplan, FAIA, LEED Senior Partner

Cc: Blake Goodman, Alchemy ABR
Brian Fanning, FXCollaborative
Kenneth Bohall, FXCollaborative
Irina Rice, FXCollaborative

Agreed to and Accepted by:
Alchemy Properties

_____ _____
Signature Date

_____
Name & Title

Exhibit NN

New Building Rendering and Zoning Summary

Proposed Building

5 SEPTEMBER 2025 - UPDATED
WEST-PARK PRESBYTERIAN CHURCH

Block	1217
Lot	1
Zoning	C1-5
Lot Area (sf)	10,157

35-21 **Residential bulk:** set by residential equivalent

35-22 **Residential Equivalents**

C1-5 = R10A

Bulk regulations: set by 23-43 but modified by 35-63

		FAR	ZFA
23-22	**Residential**	10	101,570
33-123	**Community Facility**	10	101,570
33-121	**Commercial**	2	20,314

35-631 **Street Wall Location**

(1) Street wall located on the street line
Extend for the entire street line up to minimum base height
Corner articulation permitted within 15' from corner

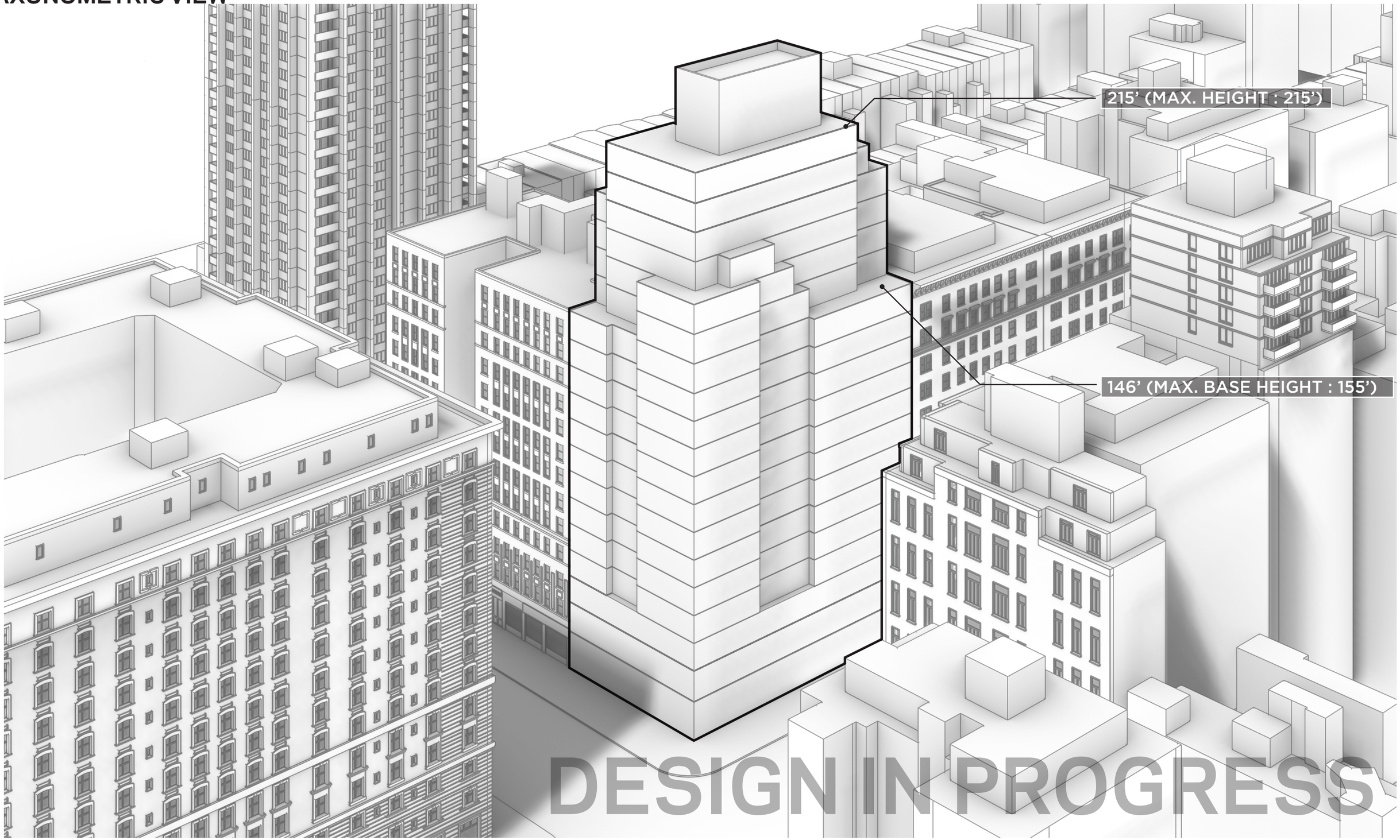
(2) Above 15' or First Story whichever is less, 30% of street wall may be recessed no greater than 10' so long as it complies as an outer court

35-632 **Maximum Height of Buildings and Setback Regulations**

23-43	**Height and setback**	Amsterdam Av, W 86th St: wide streets
23-432	**Min Base Height**	125'
	Max Base Height	155'
	Max Building Height	215'
23-433	**Wide Street Setback**	10'
74-711	**Landmark preservation in all districts**, Landmarks Transfers	CPC may permit modification of use and bulk regs (except floor area); maximum number of dwelling units shall be as set forth in 15-111

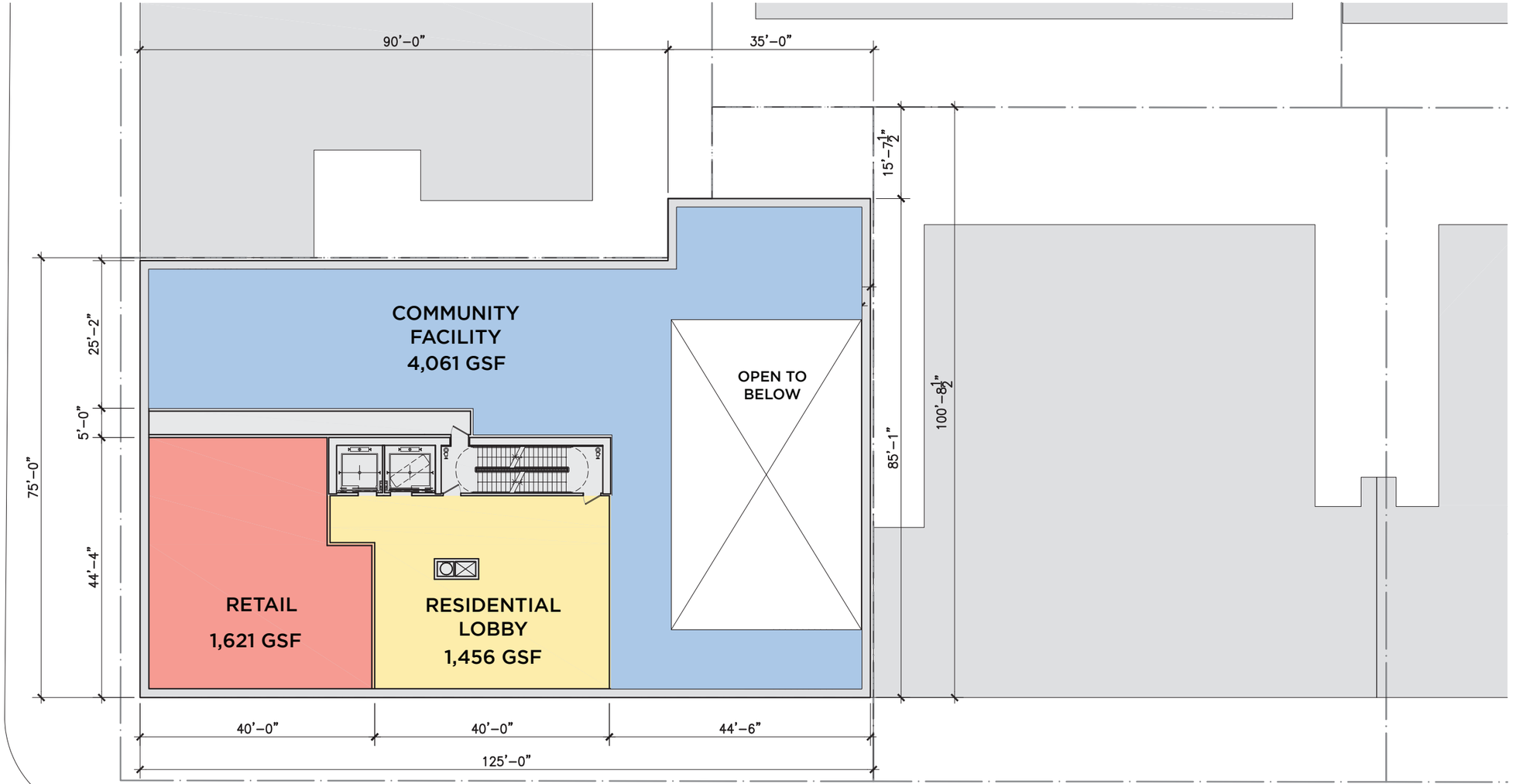


AXONOMETRIC VIEW



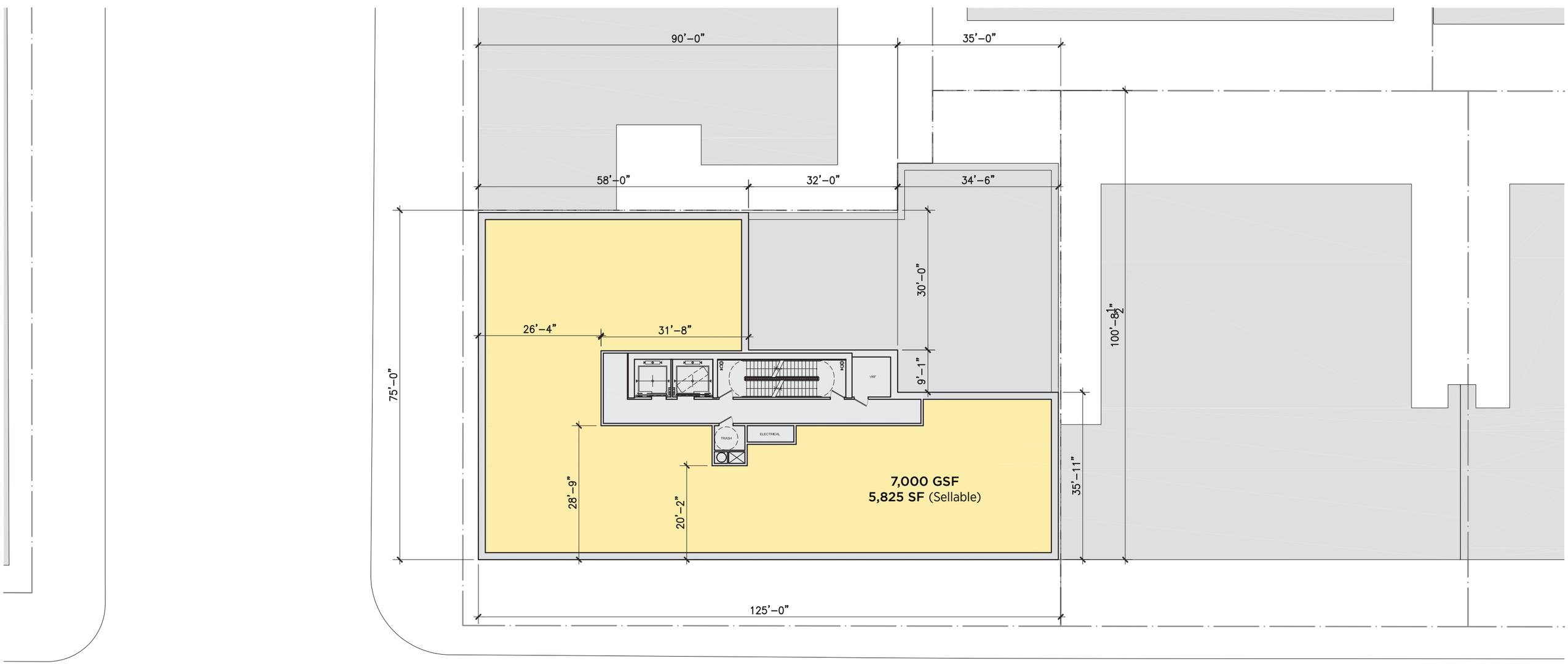
5 SEPTEMBER 2025 - UPDATED
WEST-PARK PRESBYTERIAN CHURCH

PRELIMINARY MASSING STUDY



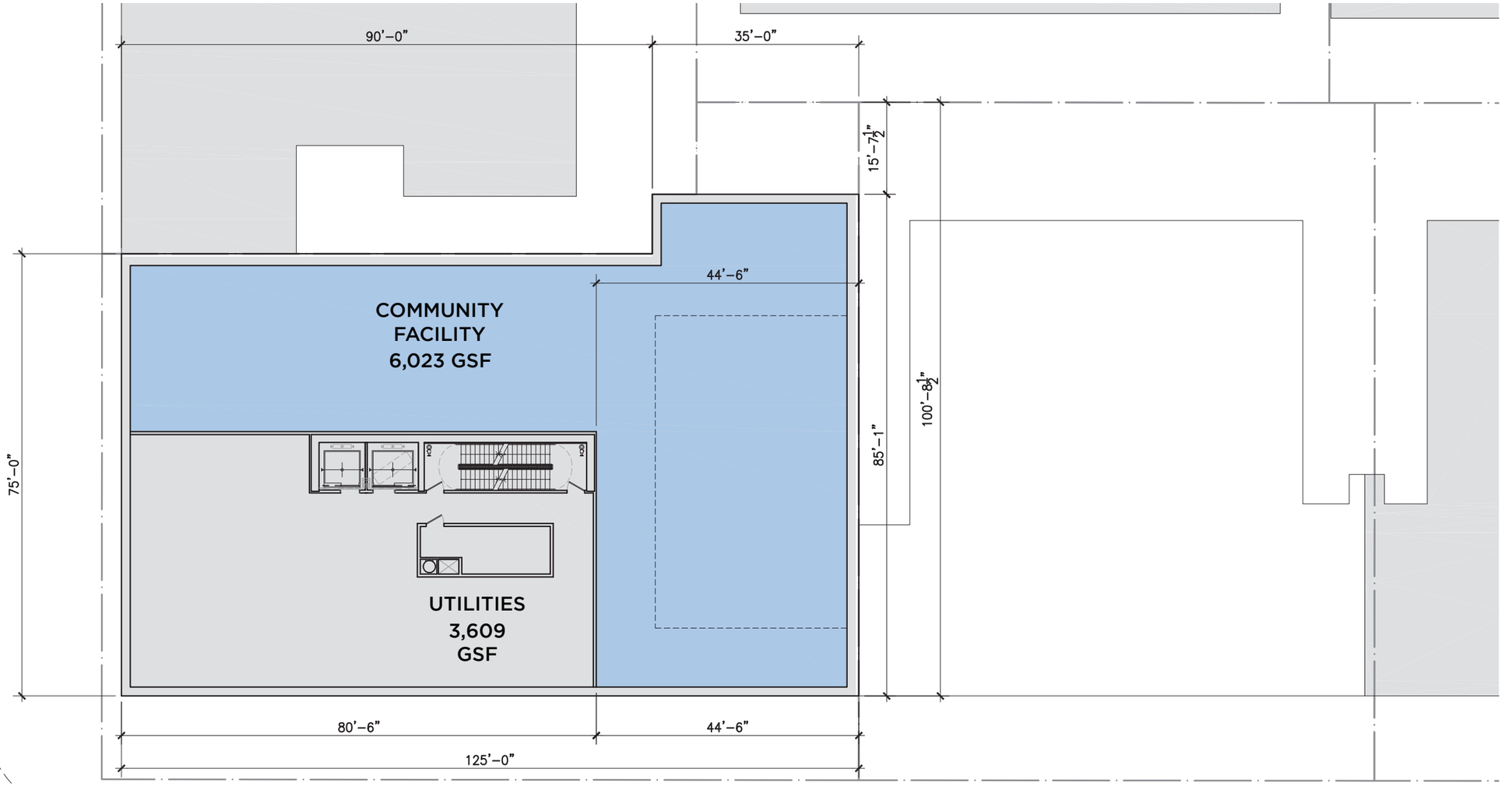
DESIGN IN PROGRESS

GROUND LEVEL



DESIGN IN PROGRESS

TYPICAL PLAN



DESIGN IN PROGRESS

CELLAR LEVEL