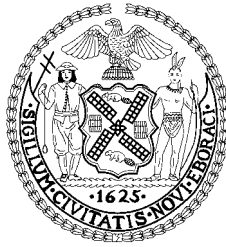


THE CITY OF NEW YORK



CAPITAL FUNDING REQUEST FORM FOR NOT-FOR-PROFIT ORGANIZATIONS

FUNDING REQUESTED FOR CITY FY 2011
(FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011)

NAME OF ORGANIZATION

ADDRESS OF ORGANIZATION

PHONE NUMBER OF ORGANIZATION

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

NOTE: BECAUSE THE SAME AMOUNT MAY BE REQUESTED FROM MULTIPLE SOURCES, "TOTAL AMOUNT REQUESTED IN CITY FY 2011" MAY BE LESS THAN THE SUM OF THE "AMOUNT REQUESTED" FROM ALL SOURCES.

	Amount Requested
Borough President	
City Councilmember	
City Councilmember	
City Councilmember	
City Councilmember	
City Council Delegation	
Department of Cultural Affairs	
Total Amount Requested in City FY 2011 ¹	

¹ In order to show if requested amounts from the above sources are duplicative or additive, specify in the space above for "Total Amount Requested in City FY 2011" the total amount the Organization wishes to receive from the City. For example, if the Organization wishes to receive \$100,000 from the City in total, and submits duplicative requests of \$100,000 to a Borough President and \$100,000 to City Council, the "Total Amount Requested in City FY 2011" would be \$100,000. In that same example, if the Organization submits additive requests of \$50,000 from a Borough President and \$50,000 from City Council, the "Total Amount Requested in City FY 2011" would still be \$100,000.

Complete the following table: (i) check each of the Project types for which the Organization is seeking funds for City FY 2011 and (ii) indicate the amount of City funds being requested for such Project type. Please note that this table relates to the amount of requested funds, not total Project costs. Total Project costs are addressed within each Appendix.

PROJECT TYPE ²	Check	Amount Requested in City FY 2011
Construction or Renovation (Appendix A)		
Moveable Property - Initial Outfitting Furniture & Equipment (Appendix B)		
Moveable Property - Standalone Equipment and/or Equipment System (Appendix C)		
Vehicle Purchase(s) (Appendix D)		
Real Property Acquisition (Appendix E)		
Department of Housing Preservation and Development Project (Appendix F)		
Total Requested (same as "Total Amount Requested in City FY 2011" above):		

² For a description of each Project type, see the Glossary of Terms (page iii) or the Appendix for such Project type.

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GENERAL INTRODUCTION

Organizations that are not-for-profit and operating within the five (5) boroughs of New York City (the "City") may apply for City capital funds to acquire, construct or reconstruct a Capital Asset to better provide services to the people of the City.

Organizations applying for such City capital funds must provide the information requested in this form (the "Request Form") in order to be considered for such an award. The Request Form is divided into two main sections: the Organization Section (including the Representation Form signed by an authorized representative of the Organization), and the Project Section. These sections (including attachments) should be organized and labeled in accordance with the instructions throughout the Request Form. Please note that references throughout the Request Form to the "City Fiscal Year 2011" or "City FY 2011" mean the City's fiscal year beginning July 1, 2010 and ending June 30, 2011. Incomplete submissions will not be considered. It is the Organization's responsibility to ensure that its application is complete and submitted successfully.

Organizations should submit the Request Form as noted below. If requesting funding from multiple City sources, the Organization should submit identical copies of the Request Form to each City source, indicating the amounts requested from each source.

NOTE: IF REQUESTING FUNDS SOLELY PURSUANT TO FUNDING FOR A HOUSING LOAN PROGRAM, COMPLETE ONLY THE ORGANIZATION SECTION AND APPENDIX F.

<p>THIS FORM MUST BE COMPLETED AND SUBMITTED ELECTRONICALLY AT THE FOLLOWING WEBSITE http://www.nyc.gov/capitalrequest.</p>

Please note that City capital funding is awarded with significant restrictions. City capital expenditures are financed by the sale of long term municipal bonds. All City capital appropriations are subject to the City capital budget appropriation process and applicable laws and regulations. Among other requirements, a City-funded capital project must realize a City Purpose and constitute an eligible capital project according to the City Comptroller's Directive 10 ("Accounting Directive 10" or "A.D. 10").

The Organization Section must be completed in its entirety. Only the Appendix or Appendices of the Project Section relevant to your funding request should be completed. Note that each Appendix relates to a different Project. For example, a Construction Project in Appendix A is a separate Project from a Moveable Property Project in Appendix B. Therefore, if requesting funding for outfitting and constructing or renovating space, complete both Appendix A and Appendix B.

Note that for cultural projects that would be administered by the Department of Cultural Affairs ("DCA"), Organizations may not request funding for real property acquisition, and should in no instance be completing Appendix E.

Before completing the Request Form:

- Review the Guidelines, attached hereto as Exhibit 1, to determine whether your funding request meets the criteria set forth therein;
- Review the Glossary of Terms on page iii;
- Review the Request Form to determine the information that you will need to gather; and
- Identify each Attachment you must submit with the completed Request Form.

GLOSSARY OF TERMS

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

ACS - New York City Administration for Children's Services.

Capital Asset - Tangible property or other kind of asset that meets the minimum cost, minimum useful life, and other criteria for capital funding as set forth in Accounting Directive 10.

CEQR - The City Environmental Quality Review is a process by which agencies of the City review proposed discretionary actions to identify the effects those actions may have on the environment. (See the Mayor's Office of Environmental Coordination website).

City - The City of New York.

City Operating Contracts - Any contract for the provision of programs and services with the City funded by City expense dollars (including discretionary grants from elected officials).

City Purpose - Specific purpose to be served by the Project for the benefit of the City.

City Fiscal Year 2008 or City FY 2008 - The City's fiscal year beginning July 1, 2007 and ending June 30, 2008.

City Fiscal Year 2009 or City FY 2009 - The City's fiscal year beginning July 1, 2008 and ending June 30, 2009.

City Fiscal Year 2010 or City FY 2010 - The City's fiscal year beginning July 1, 2009 and ending June 30, 2010.

City Fiscal Year 2011 or City FY 2011 - The City's fiscal year beginning July 1, 2010 and ending June 30, 2011.

City Purpose Covenant - The covenant entered into with the City requiring the property be used for a City Purpose (see "City Purpose" above).

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

DCA - New York City Department of Cultural Affairs.

DCAS - New York City Department of Citywide Administrative Services.

DDC - New York City Department of Design and Construction.

DFTA - New York City Department for the Aging.

DMV Lien - New York State Department of Motor Vehicles Notices of Lien. See also "Security Agreement" below.

DOHMH - New York City Department of Health and Mental Hygiene.

DPR - New York City Department of Parks and Recreation.

DYCD - New York City Department of Youth and Community Development.

EDC - New York City Economic Development Corporation.

Equipment System or Moveable Property System - A group of related elements of moveable property that are wholly or partly interdependent and are logically and physically connected. Note that some elements of moveable property systems may not be eligible if integrated into the real property (e.g., certain cabling and wiring run through the walls). For additional restrictions, see also "Moveable Property" below and in the Guidelines (Exhibit 1). Examples of moveable property systems include, but are not limited to:

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

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

Form UCC1 - Uniform Commercial Code Financing Statement. See also the definition of "Security Agreement" below.

Front Line Services - Services that are rendered directly to the public through physical public access (such as a community center) or through telephonic communication (such as a hotline).

Funding Agreement - The contract between an Organization and the City pursuant to which capital funds are disbursed.

Guidelines for Capital Funding for Not-for-Profit Organizations, or, Guidelines - Guidelines setting forth certain of the baseline criteria for Non-City entities to receive capital funding (attached hereto as Exhibit 1).

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

HDC - New York City Housing Development Corporation.

HPD - New York City Department of Housing Preservation and Development.

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

Initial Outfitting Moveable Property can include individual pieces of moveable equipment or furniture, or moveable equipment or furniture units with a cost of more than \$110. A *unit* consists of a functional group with constituent elements that may cost less than \$110. Examples include a desk and chair or a conference table and chairs.

For capital funding for any Moveable Property that is attached to the real property, the requirements set forth in the definition of "Moveable Property" below must be met.)

Moveable Property - Moveable property that is not treated as real property. Any moveable property that is attached to real property will be treated as real property and subject to the real property requirements, unless such moveable property is minimally attached and the owner of the real property in which such items are to be installed acknowledges in writing by amending its lease that such items are not considered part of such real property and are not subject to such ownership. Additionally, any party holding a mortgage or other lien on such real property must acknowledge in writing that such items are not subject to such mortgage or other lien.

In order for the City to fund such minimally attached Moveable Property, the total City capital funding for the Project must be at least \$250,000. Such Moveable Property must be easily removable, transportable and reusable in another location if the City is forced to take possession of such Moveable Property. Similarly, the City will not provide funding for Moveable Property if its value would not justify the cost of relocating and reusing such Moveable Property if necessary.

NYCHA - New York City Housing Authority.

Organization - A not-for-profit organization operating within the five (5) boroughs of the City that is requesting funds from the City to acquire, construct or reconstruct a Capital Asset that such organization will use to provide services to the people of the City.

Organization Section - The section of this Request Form that must be completed in its entirety with information relating to the Organization.

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

Pledged Non-City Funds - Signed and dated commitments by lenders and/or donors other than the City, including New York State and the U.S. Federal Government, to make a gift or grant during a specified period according to specified terms for the Project specified in the Appendix applicable to the Organization's funding request. The Organization must have signed commitment letters from donors or pre-approval letters from lenders.

Project - The capital funding proposal specific to each completed Appendix (e.g., a Construction Project described in Appendix A would be separate from a Moveable Property Project described in Appendix B).

Project Address - Address, borough, block and lot designation specifying the location of each Project to be funded by the City. Every parcel of land in the City has a borough, block, and lot designation. This designation is used to identify property by City agencies for tax purposes, zoning and other tracking purposes. To find the block and lot numbers for a property, enter the borough, house number and street name at the City's Department of Finance website (<http://webapps.nyc.gov:808r/CICS/fin1/find001l>).

Project Section - The section of this Request Form that contains the Appendices and related attachments to be completed with the information specific to the funding request(s) herein.

Received Non-City Funds - Amount(s) of money paid to the Organization, or cash available, from non-City sources, for the Project specified in the Appendix applicable to the Organization's funding request.

Requested Non-City Funds - Amount(s) of money for a Project sought from sources other than the City, either through application or appeal, and, for which, as of the date of submission of this Request Form, the Organization is awaiting an award decision (i.e., pending approval or denial). These sources include, but are not limited to, individuals, government entities, and foundations.

Restrictive Covenant - In the case of acquisition, construction or reconstruction of real property (including fixtures), a declaration of restrictive covenant constituting the City Purpose Covenant will be recorded as a senior lien against the recipient's property and will run with the land for the useful life as determined by the City. The City Purpose Covenant does not secure repayment of the City funds. Rather, it requires that the Project be used for the required purpose even if another party were to take control of the Project. See also "City Purpose" above and the Form of Declaration of Restrictive Covenant, attached hereto as Exhibit 2.

Security Agreement - For Projects involving the purchase of Moveable Property, a Security Agreement will be entered into requiring that the property be used in compliance with the City Purpose Covenant. A Form UCC1 will be filed reflecting this Security Agreement with respect to non-vehicular Moveable Property. A DMV Lien will be filed reflecting this Security Agreement for vehicles. See also "City Purpose" above.

SEQR - State Environmental Quality Review required in New York State for most Projects or activities proposed by a state agency or unit of local government, and all discretionary approvals (permits) from a New York State agency or unit of local government, entailing an environmental impact assessment.

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

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

Subordination - An arrangement whereby a creditor such as a mortgage holder or other lienholder agrees to make subject to the City's Declaration of Restrictive Covenant, any loan, mortgage or lien held by such creditor. Subordination is accomplished by a legal agreement in which the lienholder agrees to be bound by the terms of the City's Covenant and grants to the City a priority. The Form of a Subordination Agreement is attached hereto as Exhibit 3.

Title Insurance - A policy issued by an insurance company guaranteeing that the title to a parcel of real property is clear and properly in the name of the title owner, and that the owner has the right to deed the property (convey or sell) to another. Should a problem later arise with the title (such as an incomplete recordation of an existing senior lien), the insurance company will pay the damages to the new title holder or secured lender, or take steps to correct the

problem. The City requires Title Insurance for Projects involving the recordation of Declaration of Restrictive Covenant against real property to insure the Restrictive Covenant has first priority and to provide the City with rights to make a claim under the policy should any defects in the title exist. The property owner can purchase either a fee owner's or mortgagee's title policy that includes within the policy (1) a form of endorsement recognizing the existence of the Covenant; and (2) an assignment to the City of rights under the policy to sue for any breach of the endorsement.

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

UDAAP - Urban Development Action Area Projects include a designation to property developed on formerly City-owned land. The program encourages the construction of residential housing in these designated areas, in conformance with land-use standards and the law.

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

Useful Life - The expected life of the capital Project is based on engineering estimates of actual useful life and Section 11(a) of the New York State Local Finance Law which sets forth the maximum bonding terms, known as periods of probable usefulness ("PPU") for different categories of capital work and assets. Under A.D.10, the City may not fund any assets with a useful life that is less than five (5) years.

FY11 NON-CITY CAPITAL PROJECTS

Please note: These bullet points are only a summary and do not purport to be complete. Reference is made to the “Guidelines for Capital Funding Requests for Not-for-Profit Organizations Fiscal Year 2011” for more detailed information about City capital grants.

- A Capital Funding Request Form for not-for-profit organizations must be submitted for projects that are (i) on property that is not owned or leased by the City or (ii) owned by the City but are leased to the not-for-profit seeking to enter into a funding agreement or any other contract with the City to receive funds to improve the property (in which case, approval from the City agency that acts as landlord is required and all improvements must comply with the terms of the City lease).
- The recipient organization may not change Projects to a different location or type of work without submission of a new Form and a re-appropriation of funds for the new purpose.
- The recipient organization must be a not-for-profit.
- The recipient organization must have a City operating contract. For construction Projects, the contract must be in the City fiscal years 2010, 2009 and 2008, and have a minimum annual dollar amount of \$50,000. The City may waive this requirement in a limited number of cases in which a compelling City purpose is demonstrated. (This requirement does not apply to Cultural Projects.)
- For Moveable Property Projects, the recipient must have a City operating contract in the City fiscal year 2010 in an amount of \$25,000. This requirement does not apply to equipment purchases for hospital/clinics. The City may waive this requirement in a limited number of cases in which a compelling City purpose is demonstrated. (This requirement does not apply to Cultural Projects.)
- Projects must be for a capital asset under GAAP and City rules.
- No funding may be made available for a Project expected to be used by the recipient for less than five years.
- The recipient organization must agree to a lien (restrictive covenant or security agreement) in a senior position on the property for its entire useful life (i.e., all other lienholders must subordinate).
- Projects involving land or buildings must have a minimum City contribution of at least \$500,000.
- For Moveable Property Projects, each item must cost at least \$35,000, unless it is for Initial Outfitting of new space.
- For Projects involving Moveable Property that has a minor degree of attachment to real property, the Project must have a minimum City contribution of at least \$250,000.
- The City contribution may not exceed 90% of the portion of a real property Project up to \$2 million and 50% of the portion in excess thereof. Furthermore, the City may pay a maximum of 50% of real property Project costs once City appropriations at the same address for the same organization in fiscal years 2009, 2010 and 2011 exceed \$2 million in aggregate. (Does not apply to Cultural Projects.)

- The lesser of 50% or \$1 million of the non-City funds for the project must be in hand at the time of the application for City funding from cash; pledged funds or commitment letters from lenders willing to accept a subordinate position (with cash in hand before any City funds are distributed). (Does not apply to Cultural Projects.)
- The City may fund 100% of equipment projects.
- Except for Cultural Projects, the real property must be used and owned by the recipient organization (i.e. not rented) except for:
 - Property rented from an affiliate of the recipient organization provided that either the two entities are under common corporate control or no rent is paid by the Organization
 - Governmental Property
 - For Senior Centers, this requirement may be waived when certain criteria described in the Guidelines is met.
- No organization may receive a City rent subsidy for space that has been acquired or improved with City capital funds.
- City capital funds may not be used for administrative use (e.g., back office, executive or support service space or use), unless the funds are for an integrated building used both for Front Line Services and administrative uses. City capital funds may only be applied to buildings (or condominium units) in which a majority of space used by the funding recipient is for Front Line Services for a majority of the time that such space is used. Therefore, the City may pay for any acquisition, construction, reconstruction or equipment in a building that is used primarily for Front Line Services, even if the capital work being carried out, or the equipment being purchased, is in a portion of the building that is not in itself dedicated to Front Line Services. Front Line Services are services that are rendered directly to the public through physical public access or through telephonic communication (such as a hotline). (Does not apply to Cultural Projects or electronic medical records projects.)
- The recipient organization must demonstrate an operating budget to support the Project on an ongoing basis.
- The recipient organization must have current, paid full-time staff.
- The recipient organization must provide three years of audited financials.
- City funded costs will be subject to a 2.5% City administrative fee.
- Real property Project costs must have a 15% contingency built in.
- No funding for private elementary or secondary schools, except where 100% of the students are students with disabilities whose tuition is covered by the City (may not be located in a building with another school).
- The City will not fund recipient organizations that have not complied with requirements of prior City agreements. Such non-compliance may be cured.

ORGANIZATION SECTION

INTRODUCTION

Organizations should complete and submit the Request Form as specified in the General Introduction.

Only the Appendix or Appendices applicable to your requested funding should be completed in addition to Subsections I through IV of the Organization Section.

Before completing this Organization Section part of this Request Form:

- Review the Guidelines, attached hereto as Exhibit 1, to determine whether the Organization meets the criteria set forth therein;
- Review the Glossary on page iii;
- Review this Section to determine the information that you will need to gather about the Organization;
- Identify each Attachment you must submit with this completed Section; and
- Review this Section and the related attachments together to ensure that the corresponding responses match.

I. CONTACT INFORMATION

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

II. ORGANIZATION INFORMATION

1. Organization Background:

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

- B. Attach Articles & Certificate of Incorporation and any amendments thereof, and By-laws as **Attachment II.2 Articles & Certificate of Incorporation and By-laws** and answer the following:

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

If the Organization is not incorporated in New York State, attach evidence that the Organization is licensed to do business in New York State and is in good standing as **Attachment II.3 NYS License & Good Standing**.

- C. Indicate tax status of Organization: _____

Provide IRS letter of determination of tax-exempt status under section 501(c)(3) of the Internal Revenue Code, or, if Organization is not exempt under section 501(c)(3) attach explanation or documentation of tax status. (**Attachment II.4 IRS Tax-Exempt Status**)

- D. Provide evidence of registration (i.e., the Organization's most recent completed Form CHAR500) with the New York State Attorney General Charities Bureau (pursuant to New York Estates, Powers & Trusts Law (EPTL) or Article 7-A of the New York Executive Law (Article 7-A) or both) or explanation of why Organization is not registered. (**Attachment II.5 Form CHAR500**)

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

Yes No

If YES, attach narrative indicating the type of school and population served as **Attachment II.6 Private School Description**. Please note that no funding will be provided to private elementary or secondary schools except where 100% of the student body consists of special education students with disabilities whose tuition costs are covered by the New York City

Department of Education, provided that any such school is not located in the building of another school. (See the Guidelines for additional information.)

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

Yes No

If YES, provide description/explanation as **Attachment II.7 Faith-based Description**.

- G. Is the Organization affiliated with any religious corporation?

Yes No

If YES, provide description/explanation as **Attachment II.8 Religious Corporation Description**.

2. Operations and Management:

- A. Attach an Organizational chart and a list of the staff members and their functions as Attachment II.9 Organizational Chart.

1. How many paid full-time employees does the Organization have? _____
2. How many full-time equivalents does the Organization have? _____
3. Does the Organization intend to have a separate subsidiary organization provide the services or programs related to the funding request herein?
Yes No

IF YES, the City will not provide funding. Note: only the applicant itself may receive funding and carry out and operate the Project.

- B. Attach a list of the Board of Directors and their professional affiliations as **Attachment II.10 Board of Directors** and answer the following:

1. How many members are on your full Board? _____
2. Does your Board have an active committee structure?
Yes No

If YES, list all such committees below:

--

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

- A. Attach (i) a sample of the Organization's brochures and/or flyers describing the types of programs offered and (ii) a list of the specific media in which the Organization advertises or promotes its services or programs (e.g., internet websites other than its own, local newspapers, school publications, etc.). (**Attachment II.11 Brochures**)
- B. Complete the table below indicating the category of service or program provided and the number of persons served in each category for the City Fiscal Year 2009 and 2010 (if additional space is required, attach as **Attachment II.12 Programming Table**):

Service/Program	CITY FY 2009	CITY FY 2010
Total		

- C. Provide all membership and program or service applications and fee schedules as **Attachment II.13 Membership Applications & Fee Schedules** and complete the following questions:
- Are Organization services and/or programs available to all residents of the City of New York (for purposes of this question, disregard membership fees or other fees associated with usage)?
Yes No

If NO, provide explanation as **Attachment II.14 Program Availability**.
 - Are fees charged for services?
Yes No

If YES, please describe such fees in **Attachment II.15 Program Fees**.
 - Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services?
Yes No

If YES, attach a description of membership requirements and an explanation of different membership categories, where appropriate, as **Attachment II.16 Membership Requirements & Categories**.
- D. Provide a narrative of the Organization's operating plan in the next five years as **Attachment II. 17 Five-Year Operating Plan**.
4. **City Operating Contracts (Expense Funds):**
See Glossary of Terms (page iii) for definition of "City Operating Contract."

- A. If the Organization is completing Appendices A or E, does the Organization have City Operating Contracts totaling at least \$50,000 in each of the following years?

City Fiscal Year 2010: Yes No

City Fiscal Year 2009: Yes No

City Fiscal Year 2008: Yes No

- B. If the Organization is completing Appendix B, C or D, does the Organization have any City Operating Contract totaling at least \$25,000 in the City Fiscal Year 2010?
Yes No

Note: Regardless of whether or not they have a City Operating Contract, hospitals and clinics may receive capital funds for Moveable Property.

- C. Complete the table below indicating, for each such City Operating Contract, (i) the annual amount, (ii) the administering City agency (e.g., DOHMH, DFTA, DYCD, ACS), (iii) the purpose of each such contract (e.g., after-school programs, senior services, etc.), and (iv) the contact person at the City agency. If the Organization has additional contracts, please complete a supplemental table in this form and attach as **Attachment II.18 City Operating Contracts Table**.

CITY FISCAL YEAR	ANNUAL AMOUNT	CITY AGENCY	CONTRACT PURPOSE	CITY AGENCY CONTACT PERSON
City FY 2010				
(1)				
(2)				
(3)				
City FY 2009				
(1)				
(2)				
(3)				
City FY 2008				
(1)				
(2)				
(3)				

5. **City Capital Funding:**

- A. Has the City appropriated capital funds for the Organization in previous City fiscal years?
(Note that the City's fiscal year begins July 1st and ends June 30th of each year.)
Yes No

If YES, complete the table below and answer B. If the Organization has additional appropriations, please complete a supplemental table in this form and attach as **Attachment II.19 City Capital Funding Table**.

APPROPRIATION AMOUNT	CAPITAL PROJECT (E.g., Reconstruction of Main Office, Computer Purchase, Theater Lighting, etc.)	CITY FISCAL YEAR FUNDS WERE FIRST APPROPRIATED

B. Has any capital project of the Organization for which the City has appropriated capital funds been completed?
Yes No

C. For any projects involving the acquisition, construction or reconstruction of real property (including fixtures), on the anniversary of the recordation or filing of the Declaration of Restrictive Covenant, the Organization must issue a certification to the City that such project is held and used in compliance with the City Purpose Covenant and other requirements. This certification must be signed by the Chief Executive Officer (or equivalent) of the Organization.

If applicable, has the Organization submitted the certification described above?
Yes No

If YES, provide such copies of the biennial project compliance certifications as **Attachment II.20 Previously Submitted Compliance Certification**.

If NO, complete such certification form now using the template attached hereto (see Exhibit 4), and submit as **Attachment II.21 Newly Submitted Compliance Certification**.

6. Organization's Connection to City:

A. Does any member of the Organization's senior management, Board of Directors or Trustees also work for the City or for any elected official in the City?
Yes No

If YES, describe in an attachment labeled **Attachment II.22 Connection to City - Work for Elected Official**.

B. Is any member of the Organization's senior management, Board of Directors or Trustees a relative of an elected official in the City (a relative is any spouse, domestic partner, parent, child or sibling)?
Yes No

If YES, describe in an attachment labeled **Attachment II.23 Connection to City - Relative of Elected Official**.

7. Financial Information:

- A. Provide **audited** financial statements for the Organization's last three (3) fiscal years. (Attachment II.24 Audited Financial Statements)

If the Organization cannot submit such audited financial statements, the City will not provide funding.

- B. Provide a copy of the most recent tax form filed with the IRS by your Organization (e.g., Form 990) as **Attachment II.25 Form 990**.
- C. Complete the Budget Chart at the end of this Section, submit a detailed budget for the Organization's current fiscal year as **Attachment II.25 Current Year Detailed Budget**, and indicate in the table below the percentage breakdown of (i) actual operating income for the Organization's prior fiscal year, (ii) the projected operating income for the Organization's current fiscal year and (iii) the projected operating income for the Organization's upcoming fiscal year.

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

- D. Please indicate the Organization's special funds:

Type of Fund	Restricted/ Unrestricted (\$)	Amount as of start of current fiscal year of the Organization (\$)	Amount projected as of start of coming fiscal year (\$) of the Organization	Purpose (if restricted)
Endowment				
Cash Reserve				
Other				
Total				

E. Please identify the Organization's liabilities:

Type of Liability	Amount as of start of current fiscal year of the Organization (\$)	Amount projected as of start of coming fiscal year of the Organization (\$)
Tax-exempt or taxable bonds		
Mortgages, loans or other notes payable		
Loans from affiliates, officers, directors or other key employees		
Total		

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

ANNUAL OPERATING BUDGETS

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

III. CITY REQUIREMENTS & COVENANTS

1. CITY PURPOSE COVENANT

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

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

City Purpose Covenant involving Moveable Property - in instances in which the City funds are for the acquisition of Moveable Property such as furniture and equipment for initial outfitting, standalone equipment, equipment systems or vehicles, the City Purpose Covenant will be in the form of a Use Agreement (for cultural projects only) or Security Agreement to be filed by a Form UCC1 (equipment) or DMV Lien (vehicles). In all cases, there may be no other liens on the Moveable Property unless such liens are subordinated to the City Purpose Covenant prior to the distribution of City funds. Note that in the case of a Form UCC1, the Organization must make continuation filings every five years.

For additional information, please see the Guidelines (Exhibit 1).

- A. Does the Organization understand and agree to the recordation of a senior lien restricting the use of the City funded asset to the City Purpose for the required term?
Yes No
- B. Has the Organization's board of directors approved the recordation of such senior lien?
Yes No
- C. Has the Organization secured the agreement of every prior lienholder and every potential lender to the subordination of their lien(s) to the City Purpose/Restrictive Covenant?
Yes No

If YES, attach a commitment letter from each lienholder and a statement that such lender will accept a lien position subordinate to the City Purpose Covenant. (**Attachment III.1 Lienholder Subordination Letter**)

If NO, provide explanation as noted in the Appendix for your Project type.

2. NON-DISCRIMINATION & EQUAL ACCESS

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

Yes No

3. REIMBURSEMENT BASIS OF CITY PAYMENTS

The City will reimburse the Organization only for payments made by the Organization after the date of the appropriation of City funds.

In addition, City funds will be paid to the Organization only on a reimbursement basis upon requisition by the Organization pursuant to an executed Funding Agreement. Therefore, the Organization must pay the Project costs from its own sources and then provide proof of payment to the City in order to be reimbursed for eligible costs.

The City has no obligation to reimburse an Organization until an executed Funding Agreement has been registered with the City Comptroller.

For further information on the process, see the Guidelines (Exhibit 1).

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

Yes No

- B. What are the Organization's intended sources for advancing such funds?

4. ONGOING COMPLIANCE

On the anniversary of the recordation or filing of the Declaration of Restrictive Covenant, and on each anniversary thereafter, the Organization must issue a certification to the City that the Project is held and used in compliance with the City Purpose Covenant and other requirements. This certification must be signed by the Chief Executive Officer (or equivalent) of the Organization.

If requesting funding for the acquisition, construction or reconstruction of real property (including fixtures), does the Organization understand and agree to this requirement? For reference, see the Form of the Compliance Certificate (Exhibit 4).

Yes No

IV. REPRESENTATION FORM

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

I, _____, as

_____ [Title] of the Organization listed above,
have the authority to submit this Capital Funding Request Form on behalf of

[Organization's Legal Name].

I hereby certify under penalties of perjury that all answers submitted herein (including in the Appendices) are factual, accurate and complete to the fullest extent of my knowledge, and that this Request Form has been completed with the best efforts of the above named Organization.

(Please Enter Your Initials)

(Print Name)

(Date)

Checklist of Attachments

Please label each attachment by its FULL title (e.g., label Attachment II.5 Form CHAR500 as "Attachment II.5 Form CHAR500").

THESE ATTACHMENTS MUST BE SUBMITTED ELECTRONICALLY WITH THE FORM (SEE "GENERAL INTRODUCTION" ON PAGE i).

Please indicate the Attachments you have ELECTRONICALLY SUBMITTED by marking an 'X' next to the appropriate Attachment reference below:

ORGANIZATION INFORMATION

Required Attachments for this Section:

- II.2 Articles & Certificate of Incorporation and By-laws
- II.4 IRS Tax-Exempt Status
- II.5 Form CHAR500
- II.9 Organizational Chart
- II.10 Board of Directors
- II.11 Brochures
- II.12 Programming Table
- II.13 Membership Application & Fee Schedules
- II.17 Five-Year Operating Plan
- II.24 Audited Financial Statements
- II.25 Form 990
- II.26 Current Year Detailed Budget

Attachments that may be required to be fully responsive to questions in this Section:

- II.3 NYS License & Good Standing
- II.6 Private School Description
- II.7 Faith-based Description
- II.8 Religious Corporation Description
- II.14 Program Availability
- II.15 Program Fees
- II.16 Membership Requirements & Categories
- II.20 Previously Submitted Compliance Certification
- II.21 Newly Submitted Compliance Certification
- II.22 Connection to City - Work for Elected Official
- II.23 Connection to City - Relative of Elected Official
- III.1 Lienholder Subordination Letter

Attachments for continued responses to questions in this Section:

- II.1 Organization Background
- II.18 City Operating Contracts Table
- II.19 City Capital Funding Table

PROJECT SECTION

APPENDIX A

CONSTRUCTION OR RENOVATION

INTRODUCTION

Note that questions in this Appendix relate ONLY to the specific Construction or Renovation Project for which funding is being requested (and not for any equipment in conjunction with the constructed or renovated space). If requesting funding for any equipment or Moveable Property, complete Appendices B or C. In addition, do not complete this Appendix if requesting funding for a Department of Housing Preservation and Development project (see Appendix F).

Organizations should complete and submit the Request Form as specified in the General Introduction, including Subsections I through IV of the Organization Section.

Before submitting this Appendix and related Attachments:

- Review the Guidelines (attached hereto as Exhibit 1) to determine whether the Organization meets the criteria set forth therein;
- Review the Glossary of Terms (page iii);
- Review this Appendix to determine the information that you will need to gather about the Project;
- Identify each Attachment you must submit with this completed Appendix; and
- Review this Appendix and the related attachments together to ensure that the corresponding responses match.

1. **Project Description:**

- A. Briefly describe the Construction or Renovation Project, including its goals and specific function and the City Purpose that will be served. For example, does this Project relate to the construction of a new building or the replacement of a boiler in an existing building? What are the operating hours for, and the population served by, the Project? Be specific. If more room is needed, additional information should be attached as **Attachment A.1 Project Description**.

--

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

Renovation	
A. Exterior or envelope of the building	
B. Infrastructure (plumbing, HVAC, electrical, etc.)	
C. Interior space	
New Construction	
A. Construction of new building or structure	
B. New addition either adjacent to its current building or adding floors to the current building	
C. Demolition of current structure in order to construct new building or structure	
D. Landscaping associated with construction of new building or structure	

- C. Provide a breakdown of the major aspects of the Project. If the Project is a renovation, please describe the major Project components, steps in the renovation, etc. If the Project is new construction, please provide information on the size, make-up, and cost of the new facility. Describe each major phase of the Project. Describe the process for monitoring Project milestones, work completed and actual expenditures relative to budget. If more room is needed, additional information should be attached as **Attachment A.2 Project Breakdown**.

--

2. **Property Ownership:**

- A. Does the Organization currently own or lease the real property where the new construction or renovation will take place or where the construction or renovation is already underway? Check one of the boxes below.

Own:

Lease private property:

Attach lease & any amendments as **Attachment A.3 Lease - Private Property**.

Lease City-owned property:

Attach lease & any amendments as **Attachment A.4 Lease - City-owned Property**.

Other:

Provide explanation as **Attachment A.5 Property Ownership - Other**.

If leasing City-owned property, provide a statement from the City agency that leases such property to the Organization that such agency has agreed (i) to allow the Organization to make improvements to such property, and (ii) that such improvements comply with the terms of the City lease. (**Attachment A.6 Leased City-owned Property - City Agency Statement**)

If this Project involves leased non-City-owned property, does the Project fall within one of the exceptions set forth on pages 4 and 5 of the Guidelines (Exhibit 1)?

Yes No

If YES, explain how the Project falls within at least one such exception. If more space is needed, particularly to show evidence of an affiliation or common corporate control between the landlord and the tenant (e.g., bylaws or an affiliation agreement), attach as **Attachment A.7 Leased Non-City-owned Property - Exception**.

IF NO, the City will not provide funding.

--

3. **Project Address** (See definition of "Project Address" in the Glossary of Terms):

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

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

Note: include total estimated costs to be covered by both non-City funds and City funds.

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

A. *City Funding*

Note: The City contribution to all projects involving real property (i.e., acquisition, new construction or renovation) may not exceed 90% of the costs of the Project up to \$2 million and 50% of the portion of the Project that is in excess of \$2 million.

Note: In addition, the City may only pay a maximum of 50% of costs for the requested Project once City appropriations for real property projects at the same Project Address in City FY 2009, City FY 2010 and City FY2011 in aggregate exceed \$2 million.

Complete the table below. Do not include any prior City funding for Moveable Property or vehicles. Review the definition of Project Address (same block and lot number) in the Glossary of Terms (page iii).

Note that information regarding ALL prior City capital funding, whether or not such funding is related to this Project or Project Address, is to be completed in Subsection II.5 of the Organization Section of this Request Form.

Year	Amount of Prior or Existing Appropriation for Real Property Improvement(s) at the Project Address
City FY 2009	
City FY 2010	
City FY 2011 (Requested)	

B. *Non-City Funding* - Complete table below and specify each source (e.g., private foundations, NYS Assembly, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format for additional sources as **Attachment A.8 Non-City Funding Table**.

SOURCE OF NON-CITY FUNDS	AMOUNT OF RECEIVED NON-CITY FUNDS ¹	AMOUNT OF PLEDGED NON-CITY FUNDS ²	AMOUNT OF REQUESTED NON-CITY FUNDS (Not yet Pledged or Received) ³	TOTALS
TOTALS				

C. *Total Funding Sources Currently Available for the Project:*

- i. City Funding in Executed Funding Agreements for the Project:

ii. City Funding Appropriated (not yet executed):

iii. Non-City Funding already spent on the Project:

iv. Received Non-City Funds:

v. Pledged Non-City Funds:

Total Available Funds (add i. through v. above):

Total Project Cost:

SHORTFALL (Total Project Cost - Total Available Funds):

Complete the formula below to provide evidence of ability to raise enough funds to equal the amount of any shortfall.

Summary of Non-City Funding:

$$\frac{\$ \text{ (Pledged Non-City Funds)} + \$ \text{ (Received Non-City Funds)}}{\$ \text{ (total non-City funds for the Project)}} = \text{ _____\%}$$

Note: The total of Pledged Non-City Funds and Received Non-City Funds must be at least the lesser of (i) 50% of the total non-City funds for the Project, or (ii) \$1 million.

¹ Received Non-City Funds = Amount(s) of money paid to the Organization, or cash available, from non-City sources, for the Construction or Renovation Project requested in this Appendix.

² Pledged Non-City Funds = Signed and dated commitments by donors and/or lenders other than the City, including New York State and the U.S. Federal Government, to make a gift or grant during a specified period according to specified terms for the Construction or Renovation Project requested in this Appendix. The Organization must have signed commitment letters from donors or pre-approval letters from lenders.

³ Requested Non-City Funds = Amount(s) of money for the Construction or Renovation Project requested in this Appendix sought from sources other than the City, either through application or appeal, and, for which, as of the date of submission of this Request Form, the Organization **is awaiting an award decision** (i.e., pending approval or denial). These sources include, but are not limited to, individuals, government entities, and foundations.

D. *Status of Securing Non-City Funding*

1. *Status of Securing Pledged Non-City Funds* - Please explain when the Pledged Non-City Funds will be received. In particular, if the Organization has received notification of New York State or federal funding, provide the amount(s) and explain the status of such pledge(s). Please be very specific. If more room is needed, attach additional information as **Attachment A.9 Status of Pledged Non-City Funds**.

2. *Status of Securing Requested Non-City Funds* - Please explain the status of the Requested Non-City Funds, such as the expected date of the award decision, the anticipated receipt date of the funds, and how the Organization's fundraising plan will raise any potential shortfall indicated in **Section 5.C** above. Please be very specific. If more room is needed, attach additional information as **Attachment A.10 Status of Requested Non-City Funds**.

- E. *Reimbursement Basis of City Payments* - Considering the reimbursement basis of City payments for eligible Project costs (see also Question 3, City Requirements & Covenants), what are the Organization's intended sources for advancing such funds prior to reimbursement from the City?

6. **Bank or Other Financing:**

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

Yes No

If YES, complete B through D.

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

- C. Will the loan be secured by a lien on the real property?

Yes No

If YES, has the lender been identified?

Yes No

If there will be a loan secured by a lien on the real property and a lender has not been identified, the City will not provide funding.

If YES, complete the following:

1. Lender Information

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

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

Yes No

IF NO, the City will not provide funding.

If YES, have you provided a copy of the Form of Subordination Agreement (Exhibit 3), to the lender(s)?

Yes No

Provide written evidence that the lender will accept this form as Attachment A.11 Lender Subordination Letter.

7. Existing Property Liens:

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

If YES, indicate the type (e.g., use restriction, lien, mortgage, other), complete the table below and answer C. If additional space or explanation is required, provide such in an attachment labeled as **Attachment A.12 Existing Property Liens Table**.

TYPE OF LIEN	EXPIRATION DATE OF LIEN	LIENHOLDER NAME	AMOUNT OF LIEN

- B. Will the lienholder(s) subordinate its lien to the City's Restrictive Covenant?
Yes No

IF NO, the City will not provide funding.

If YES, attach evidence from lienholder that it will subordinate as **Attachment A.13 Existing Property Lien Subordination**. (For reference see Exhibit 3, Form of Subordination Agreement.)

8. Scope of Work and Budget:

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

If YES, identify below:

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

- B. Please provide a detailed scope of work and Project cost estimate, including the construction costs by trade. Please be sure to break out costs such as as general conditions, overhead, profit, insurance, AND fees (including the 2.5% City administrative fee). (**Attachment A.14 Scope of Work & Project Cost Estimate**)

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

If NO, attach explanation as **Attachment A.15 NYS Labor Law Compliance**.

The cost estimate must include 15% contingency on all remaining costs.

- C. Complete the summary budget below. Provide for 15% contingency. Costs such as general conditions, overhead, profit, AND insurance should be reflected in OTHER. Complete Appendix B if requesting funds to cover furniture and equipment for this constructed or renovated space.

USE	AMOUNT	FUNDING SOURCE (CITY/OTHER)
DESIGN COSTS		
CONSTRUCTION MANAGER		
CONSTRUCTION COSTS		
CONTINGENCY (15%)		
OWNERS REPRESENTATIVE		
2.5% City administrative fee of the Project costs proposed to be covered by the City		
OTHER:		
TOTAL		

9. **Proposed Project Timeline:**

- A. Please provide a detailed Project timeline, explain in detail how it was derived, and indicate your current Project phase (e.g., scope development, design or construction). If more space is needed, attach additional information as **Attachment A.16 Proposed Project Timeline**.

--

10. **Contemplated Uses/Purposes of Property:**

- A. City capital funds may not be used to construct or reconstruct a building or condominium unit unless a majority of such building or condominium unit is used by the Organization for Front Line Services for a majority of the time that such space is used (as opposed to being used for administrative use (e.g., back office, executive or support service space)). Front Line Services are services that are rendered directly to the public through physical public access (such as a community center) or through telephonic communication (such as a hotline). When a building or condominium unit is used primarily for Front Line Services, City capital funds may be applied to construct or reconstruct any part of such building or condominium unit used by the Organization.

1. Please explain how at the Project Address (specific location of the Project), a majority of the space used by the Organization will be for Front Line Services for a majority of the time that such space is used. If less than 50% of such space will be used for Front

Line Services, the City will not fund this Project. If more space is needed, attach additional information as **Attachment A.17 Front Line Services Description**.

2. Complete the table below indicating the type of rooms/areas in the building, the number of such rooms, the square footage (SF) of such rooms, and the programming in such rooms. If the room type is not indicated in the table, add the type in one of the blank rows. If more space is needed, or if the property to be constructed or renovated is not a building, provide additional information in the form of a table or describe the property in an attachment labeled **Attachment A.18 Front Line Services Table**.

Note: If the square footage of certain rooms/areas for Front Line Services varies depending on the day or time, fill in the table below based on the majority of the time that such rooms are used at all.

ROOM TYPE	Total SF	SF for Front Line Services	% of SF for Front Line Services
Offices			
Auditorium/Theater			
Class Room(s)			
Gymnasium			
Bathroom(s)			
Kitchen(s)			
Clinic/Exam Rooms			
Cafeteria			
Total			

- B. Does the Organization intend to use the Project for religious or sectarian activity, including religious worship, instruction, prayer or proselytization?

Yes No

If YES, answer the following questions:

- Describe the frequency and duration of such religious or sectarian use. (**Attachment A.19 Religious Use**)
- Describe the terms and conditions for how the Project will also be made available to the general public for use or rental. (**Attachment A.20 Public Availability**)

3. Describe how the availability of the Project will be advertised or made known to the general public, and specify the media sources (including web sites) for such advertisements. (**Attachment A.21 Public Advertising**)

C. Does the Organization have a capital plan?
Yes No

If YES, attach as **Attachment A.22 Capital Plan** and describe how it incorporates or addresses the Project.

D. Will the Project be used for new services or programs not previously offered by the Organization?
Yes No

E. Does the Organization employ salaried employees to provide the services related to the Project?
Yes No

If YES, how many such salaried employees? _____

Explain who will provide the services related to the Project. Include position titles and job descriptions or functions of such staff. Indicate whether such positions are (i) paid or volunteer and (ii) full-time or part-time. If additional room is needed, attach a separate page labeled **Attachment A.23 Salaried Employees**.

- F. *Project's impact on operating costs and operating revenues* - Please explain how this Project, once it is completed, will have an impact on the Organization's operating budget (i.e., salaries; energy costs; security costs; maintenance costs; insurance costs; etc.). Explain how the Organization will fund any increased operational costs and/or maintain the site after the Project is completed. If additional room is needed, attach a separate page labeled **Attachment A.24 Operating Budget Impact**.

- G. Are the services to be performed or the programs to be provided by the Organization in the building regulated by any federal, State or City agency?

Yes No

If YES, does the Organization have all required licenses, permits, etc. for the planned uses?

Yes No

If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (**Attachment A.25 Regulatory Permits**)

- H. Will any of the services or programs to be provided in the building be provided pursuant to one or more City Operating Contract(s)?

Yes No

If YES, provide a summary description of the contract including term of the agreement(s) (start and expiration dates), number and term of renewal options (if any), contracting City agency, services covered. Attach the description as **Attachment A.26 City Operating Contracts - Terms**.

11. Zoning, Land, Approval and Environmental Considerations:

- A. Complete the following and attach the current Certificate of Occupancy as **Attachment A.27 Current Certificate of Occupancy**.

Zoning of Building: ____

Zoning District: ____

Department of Finance Building Classification: ____

- B. Has a Certificate of Occupancy for the Project been issued?

Yes No

IF YES, is the Project use in accordance with the "as of right" zoning and the Certificate of Occupancy?

Yes No

Yes No

IF NO, please provide an explanation as Attachment A.28 Zoning.

- Approved

National historic landmark

- Yes No

- Yes No

<http://www.nyc.gov/html/oec/html/ceqr/ceqr.shtml>.)

--

- Yes No

If YES, please describe on a separate page labeled **Attachment A.30 Hazardous Materials**.

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Appendix A
Project Section

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

Does the Green buildings standards law apply to the Project? ¹

Yes No

If NO, explain why not below.

If YES, explain why below. In each case, be specific and include references to the relevant sections of the law. If more space is needed, provide additional information as **Attachment A.31 Green Building Standards Law**.

--

If YES, will the Project(s) comply with the green buildings law?

Yes No

¹ Despite the Organization's answer to this question, the determination as to whether or not the Project is required to comply with the green building standards law will be made by the City and is subject to the review of the City managing agency.

Checklist of Attachments

Please label each attachment by its FULL title (e.g., label Attachment A.1 Project Description as "Attachment A.1 Project Description").

THESE ATTACHMENTS MUST BE SUBMITTED ELECTRONICALLY WITH THE FORM (SEE "GENERAL INTRODUCTION" ON PAGE i).

Please indicate the Attachments you have ELECTRONICALLY SUBMITTED by marking an 'X' next to the appropriate Attachment reference below:

APPENDIX A

Required Attachments for this Section:

- A.14 Scope of Work & Project Cost Estimate
- A.27 Current Certificate of Occupancy

Attachments that **may be required** to be fully responsive to questions in this Section:

- A.3 Lease - Private Property
- A.4 Lease - City-owned Property
- A.5 Property Ownership - Other
- A.6 Leased City-owned Property - City Agency Statement
- A.11 Lender Subordination Letter
- A.13 Existing Property Lien Subordination
- A.15 NYS Labor Law Compliance
- A.19 Religious Use
- A.20 Public Availability
- A.21 Public Advertising
- A.22 Capital Plan
- A.25 Regulatory Permits
- A.26 City Operating Contracts - Terms
- A.28 Zoning
- A.29 Environmental Review
- A.30 Hazardous Materials

Attachments for **continued responses** to questions in this Section:

- A.1 Project Description
- A.2 Project Breakdown
- A.7 Leased Non-City-owned Property - Exception
- A.8 Non-City Funding Table
- A.9 Status of Pledged Non-City Funds
- A.10 Status of Requested Non-City Funds
- A.12 Existing Property Liens Table
- A.16 Proposed Project Timeline
- A.17 Front Line Services Description
- A.18 Front Line Services Table
- A.23 Salaried Employees
- A.24 Operating Budget Impact
- A.31 Green Building Standards Law

PROJECT SECTION

APPENDIX B

MOVEABLE PROPERTY

FURNITURE AND EQUIPMENT FOR INITIAL OUTFITTING

INTRODUCTION

Note that questions in this Appendix relate ONLY to the Initial Outfitting Moveable Property Project for which funding is being requested. Appendix A should be completed if requesting funding for a Construction or Renovation Project. Appendix C should be completed if requesting funding for another Moveable Property Project that does not meet the initial outfitting requirements as specified in the Guidelines (attached hereto as Exhibit 1).

Organizations should complete and submit the Request Form as specified in the General Introduction, including Subsections I through IV of the Organization Section.

Before submitting this Appendix and related Attachments:

- Review the Guidelines, attached hereto as Exhibit 1, to determine whether the Organization meets the criteria set forth therein;
- Review the Glossary of Terms on page iii;
- Review this Appendix to determine the information that you will need to gather about the Project;
- Identify each Attachment you must submit with this completed Appendix; and
- Review this Appendix and the related attachments together to ensure that the corresponding responses match.

1. **Project Description:**

- A. Briefly describe the Project, including its goals and specific function and the City Purpose that will be served. What are the operating hours for, and the population served by, the Project? Be specific. If more room is needed, additional information should be attached as **Attachment B.1 Project Description**.

- B. Moveable Property purchases are deemed “initial outfitting” if and only if the location of the Moveable Property falls into one of the categories set forth below. In addition, such Moveable Property must be used by the Organization at the Project Address for at least five years from the purchase and installation of such Moveable Property. Review the definition of Initial Outfitting Moveable Property in the Glossary of Terms (page iii) to determine whether your Project meets the criteria identified therein and the categories set forth below. Indicate your Project’s category by completing the relevant information below:

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

2. Estimated cost of Initial Outfitting Moveable Property: \$ ____

3. **Property Ownership:**

Does the Organization currently own or lease the real property to be initially outfitted? Check one of the boxes below.

Own:

Lease private property:

Attach lease & any amendments as **Attachment B.2 Lease - Private Property**.

Lease City-owned property:

Attach lease & any amendments as **Attachment B.3 Lease - City-owned Property**.

Other:

Provide explanation as **Attachment B.4 Property Ownership - Other**.

If the property is leased, there must be at least five (5) years remaining on the lease term from the date of installation of the Initial Outfitting Moveable Property.

4. **Project Address (See definition of "Project Address" in the Glossary of Terms):**

A.

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

B. Please describe the Project Address where the Moveable Property will be located. For example, specify the building type (residential, commercial, mixed use, etc.).

C. Has a Certificate of Occupancy for the contemplated use of the Project been issued?
Yes No

IF YES, is the contemplated use of the Moveable Property at the Project Address in accordance with the current "as of right" zoning and the Certificate of Occupancy?

Yes No

Yes No

5. Projected Funding Sources for this Initial Outfitting:

SHORTFALL (Total Project Cost - Total Available Funds): \$ _____

C. *Status of Securing Non-City Funding*

1. *Status of Securing Pledged Non-City Funds* - Please explain when the Pledged Non-City Funds will be received. In particular, if the Organization has received notification of New York State or federal funding, provide the amount(s) and explain the status of such pledge(s). Please be very specific. If more room is needed, additional information should be attached as **Attachment B.6 Status of Pledged Non-City Funds**.

2. *Status of Securing Requested Non-City Funds* - Please explain the status of the Requested Non-City Funds, such as the expected date of the award decision, the anticipated receipt date of the funds, and how the Organization's fundraising plan will raise any potential shortfall indicated in **Section 5.B** above. Please be very specific. If more room is needed, additional information should be attached as **Attachment B.7 Status of Requested Non-City Funds**.

- D. *Reimbursement Basis of City Payment* - Considering the reimbursement basis of City payments for eligible Project costs (see also Question 3, City Requirements & Covenants), what are the Organization's intended sources for advancing such funds prior to reimbursement from the City?

6. **Existing Liens on Location of Initial Outfitting:**

- A. Are there any known restrictions including liens or mortgages on the real property where the Moveable Property will be located that could potentially attach to the contemplated Moveable Property, including liens on "after-acquired equipment"?
- Yes No ☐

If YES, indicate the type (e.g., use restriction, lien, mortgage, other), complete the table below and answer B. If additional space or explanation is required, provide such in attachment labeled as **Attachment B.8 Existing Liens Table**.

TYPE OF LIEN	EXPIRATION DATE OF LIEN	LIENHOLDER NAME	AMOUNT OF LIEN
			\$
			\$
			\$

- B. If YES, will such lienholder(s) subordinate its(their) lien to the City's lien reflecting the City Purpose Covenant?
- Yes No Don't Know

If YES, attach evidence from the lienholder that it will subordinate. Label as **Attachment B.9 Existing Property Lien Subordination**. (For reference, see Exhibit 3, Form of Subordination Agreement.)

If NO or DON'T KNOW, describe the steps the Organization is taking to secure the lienholder's agreement in an attachment labeled **Attachment B.10 Steps to Existing Property Lien Subordination**.

7. **Comprehensive Upgrade/Complete Reconstruction:**

If the proposed Initial Outfitting Moveable Property Project is a result of a comprehensive upgrade/complete reconstruction complete the following.

Has such construction work been completed?

Yes No

Respond to the questions 7A and 7B below if NOT completing Appendix A in relation to this initial outfitting.

- A. If YES, provide a description of the scope of work, including the trades (such as demolition, painting, carpeting, drywall, ceiling work, etc.), a detailed cost estimate for the scope, and a description of the facility and size of the area affected by the reconstruction/upgrade. Please be sure to break out costs such as general conditions, overhead, profit, insurance AND fees. If more space is needed, additional information should be attached as **Attachment B.11 Completed Construction - Scope of Work & Cost Estimate.**

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- B. If NO, provide evidence that funding is available to complete such construction work, in addition to a description of the scope of work, including the trades (such as demolition, painting, carpeting, drywall, ceiling work, etc.), a detailed cost estimate for the scope, and a description of the facility and size of the area affected by the reconstruction/upgrade. Please be sure to break out costs such as general conditions, overhead, profit, insurance AND fees. If more space is needed, additional information should be attached as **Attachment B.12 Uncompleted Construction - Funding Availability, Scope of Work & Cost Estimate.**

--

8. **Moveable Property List:**

A comprehensive list of every item of Moveable Property for which funding is being requested *must* be attached, substantially in the form of the table below, as **Attachment B.13 Moveable Property List**. The list must include the item of Moveable Property to be purchased (e.g., Side Desk, Toddler Chair, Conference Table, etc.), the quantity to be purchased of such item, the unit cost of such item and the anticipated date of purchase. If the Moveable Property to be purchased is an information technology (IT) system or IT

related, or medical equipment, a copy of the specifications for each item should be attached. If any of the Moveable Property will be attached to the real property in any manner, the list should be broken down into two parts, one part covering all attached Moveable Property (e.g., wall brackets, theater seats bolted to floor, etc.) the other part covering all unattached Moveable Property (e.g., desk chairs, desktop computer).

SAMPLE TABLE [ATTACHMENT B.13.]			
ITEM OF MOVEABLE PROPERTY TO BE PURCHASED	QUANTITY OF ITEM	COST OF INDIVIDUAL PIECES (UNIT COST)	EXPECTED PURCHASE DATE
TOTAL \$:			

9. Attached Moveable Property:

- A. Will any of the Moveable Property be attached in any manner to the real property?
Yes No

If YES, please refer to the discussion of "Moveable Property" in the Guidelines and address the following.

- B. If the Project involves Moveable Property that will be attached to real property, is the proposed total City capital funding for the Project at least \$250,000?
Yes No

IF NO, the City will not provide funding.

- C. If the Project involves Moveable Property that will be attached to the real property, is such Moveable Property easily transportable and reusable in another location if the City is forced to take possession of such Moveable Property?
Yes No

IF NO, the City will not provide funding.

- D. If the Moveable Property will be attached to real property that the Organization leases, has the owner of such real property acknowledged in writing that it will amend the lease to state that such attached Moveable Property will not be considered part of the real property and will not be subject to such lease?
Yes No

If YES, attach such acknowledgement as **Attachment B.14 Attached Moveable Property - Owner Acknowledgment**.

IF NO, the City will not provide funding.

- E. Have any and all mortgage holders and lienholders on the building acknowledged in writing that they will amend the loan document(s) to state such attached Moveable Property will not be considered part of the real property and will not be subject to such mortgage or lien?
Yes No

If YES, attach such acknowledgement(s) as **Attachment B.15 Attached Moveable Property - Mortgage Holder / Lienholder Acknowledgment**.

IF NO, the City will not provide funding.

10. Software:

Review the Guidelines (Exhibit 1) for requirements for software licenses and the Form of Assignment of Software License and Consent (Exhibit 5).

Any software license(s) associated with equipment purchases will need to be purchased for a term of at least five years up front.

Any software license(s) for equipment purchases must be transferrable to the City and/or the City's designee, and the City's Assignment of Software License and Consent (see Exhibit 5) will need to be executed by the software licensor(s), if the license is not transferrable by its terms.

Note that many items of equipment in addition to computers contain software, including medical equipment and telephone systems.

Does the Organization understand and agree to these software license requirements?
Yes No

11. Installation and related soft costs:

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

If YES, then attach a detailed description of the scope of work for the consultant or designer, the estimated hours to perform the consulting or design services, and the hourly rates to be paid for such consulting and designing as **Attachment B.16 Soft Costs**.

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

If YES, then attach a detailed description of the scope of work for the installation, the estimated hours to perform the installation, and the hourly rates to be paid for the installation as **Attachment B.17 Installation**.

12. Contemplated Uses/Purposes:

- A. City capital funds may not be used to purchase Moveable Property unless a majority of the space used by the Organization at the Project Address is for Front Line Services for a majority of the time that such space is used (as opposed to being used for administrative use (e.g., back office, executive or support service space)). Front Line Services are services that are rendered directly to the public through physical public access (such as a community center) or through telephonic communication (such as a hotline). When the majority of the space used by the Organization is used for Front Line Services, City capital funds may be used to purchase Moveable Property for any part of the space at the Project Address used by

the Organization. Electronic medical records Projects will be deemed to comply with this provision regardless of the percentage of the space that is used for Front Line Services.

1. Please explain how at the Project Address (specific location of the Moveable Property), a majority of the space used by the Organization will be for Front Line Services for a majority of the time that such space is used. **If less than 50% of such space will be used for Front Line Services, the City will not fund this Project.** If more space is needed, attach additional information as **Attachment B.18 Front Line Services Description**.

2. Complete the table below indicating the type of rooms/areas in the building, the number of such rooms, the square footage (SF) of such rooms, and the programming in such rooms. If the room type is not indicated in the table, add the type in one of the blank rows. If more space is needed, or if the property to be initially outfitted is not a building, provide additional information in the form of a table or describe the property in an attachment labeled **Attachment B.19 Front Line Services Table**.

Note: If the square footage of certain rooms/areas for Front Line Services varies depending on the day or time, fill in the table below based on the majority of the time that such rooms are used at all.

ROOM TYPE	Total SF	SF for Front Line Services	% of SF for Front Line Services
Offices			
Auditorium/Theater			
Class Room(s)			
Gymnasium			
Bathroom(s)			
Kitchen(s)			
Clinic/Exam Room			
Cafeteria			
Total			

- B. Does the Organization intend to use the Moveable Property for religious or sectarian activity, including religious worship, instruction, prayer or proselytization?
Yes No

If YES, answer the following questions:

1. Describe the frequency and duration of such religious or sectarian use. (**Attachment B.20 Religious Use**)
2. Describe the terms and conditions for how the Moveable Property will also be made available to the general public for use or rental. (**Attachment B.21 Public Availability**)
3. Describe how the availability of the Moveable Property will be advertised or made known to the general public, and specify the media sources (including web sites) for such advertisements. (**Attachment B.22 Public Advertising**)

- C. Will the Project be used for new services or programs not previously offered by the Organization?
Yes No

- D. Does the Organization employ salaried employees to provide the services related to the Moveable Property?
Yes No

If YES, how many such salaried employees? ____

Explain who will provide the services related to the Moveable Property. Include position titles and job descriptions or functions of such staff. Indicate whether such positions are (i) paid or volunteer and (ii) full-time or part-time. If additional room is needed, attach a separate page labeled **Attachment B.23 Salaried Employees**.

--

- E. *Project's impact on operating costs and operating revenues* - Please explain how this Project, once it is completed, will have an impact on the Organization's operating budget (i.e., salaries; energy costs; security costs; insurance costs; maintenance costs; etc.). Explain how the Organization will fund any increased operational costs following the acquisition of the Moveable Property. If additional room is needed, attach a separate page labeled **Attachment B.24 Operating Budget Impact**.

--

- F. Are the services to be performed or the programs to be provided by the Organization with the Moveable Property regulated by any federal, State or City Agency?

Yes No

If YES, does the Organization have all required licenses, permits, etc. for the planned uses?

Yes No

If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses As **Attachment B.25 Regulatory Permits**.

- G. Will any of the services or programs using the newly acquired Moveable Property be provided pursuant to one or more City Operating Contract(s)?

Yes No

If YES, provide a summary description of the contract including term of the agreement(s) (start and expiration dates), number and term of renewal options (if any), contracting City agency and services covered. Attach the description as **Attachment B.26 City Operating Contracts - Terms**.

Checklist of Attachments

Please label each attachment by its FULL title (e.g., label Attachment B.1 Project Description as "Attachment B.1 Project Description").

THESE ATTACHMENTS MUST BE SUBMITTED ELECTRONICALLY WITH THE FORM (SEE "GENERAL INTRODUCTION" ON PAGE i).

Please indicate the Attachments you have ELECTRONICALLY SUBMITTED by marking an 'X' next to the appropriate Attachment reference below:

APPENDIX B

Required Attachments for this Section:

B.13 Moveable Property List

Attachments that **may be required** to be fully responsive to questions in this Section:

B.2 Lease - Private Property
B.3 Lease - City-owned Property
B.4 Property Ownership - Other
B.5 Zoning
B.9 Existing Property Lien Subordination
B.10 Steps to Existing Property Lien Subordination
B.14 Attached Moveable Property - Owner Acknowledgment
B.15 Attached Moveable Property - Mortgage Holder / Lienholder Acknowledgment
B.16 Soft Costs
B.17 Installation
B.20 Religious Use
B.21 Public Availability
B.22 Public Advertising
B.25 Regulatory Permits
B.26 City Operating Contracts - Terms

Attachments for **continued responses** to questions in this Section:

B.1 Project Description
B.6 Status of Pledged Non-City Funds
B.7 Status of Requested Non-City Funds
B.8 Existing Liens Table
B.11 Completed Construction - Scope of Work & Cost Estimate
B.12 Uncompleted Construction - Funding Availability, Scope of Work & Cost Estimate
B.18 Front Line Services Description
B.19 Front Line Services Table
B.23 Salaried Employees
B.24 Operating Budget Impact

PROJECT SECTION

APPENDIX C

MOVEABLE PROPERTY

STANDALONE EQUIPMENT AND/OR EQUIPMENT SYSTEM

INTRODUCTION

Note that questions in this Appendix relate ONLY to a Standalone Equipment Project or Equipment System Project, either of which Project does not meet the initial outfitting requirements as specified in the Guidelines (attached hereto as Exhibit 1). Appendix A should be completed if requesting funding for a Construction or Renovation Project. Appendix B should be completed if requesting funding for an Initial Outfitting Moveable Property Project.

Organizations should complete and submit the Request Form as specified in the General Introduction, including Subsections I through IV of the Organization Section.

Before submitting this Appendix and related Attachments:

- Review the Guidelines attached hereto as Exhibit 1, to determine whether the Organization meets the criteria set forth therein;
- Review the Glossary of Terms on page iii;
- Review this Appendix to determine the information that you will need to gather about the Project;
- Identify each Attachment you must submit with this completed Appendix; and
- Review this Appendix and the related attachments together to ensure that the corresponding responses match.

1. **Project Description:**

Briefly describe the Project, including its goals and specific function and the City Purpose that will be served. What are the operating hours for, and the population served by, the Project? Be specific. If more space is required, attach additional information on a separate page labeled **Attachment C.1 Project Description**.

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

Equipment System
IT/Computer Equipment System
Standalone Equipment

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

4. **Location of Moveable Property:**

If the Moveable Property will be located at multiple locations, the information below must be provided for each location. Attach information for additional locations as **Attachment C.2 Additional Locations**.

A. **Does the Organization currently own or lease the location of the Moveable Property?**
Check one of the boxes below.

Own:

Lease private property:

Attach lease & any amendments as **Attachment C.3 Lease - Private Property**.

Lease City-owned property:

Attach lease & any amendments as **Attachment C.4 Lease - City-owned Property**.

Other:

Provide explanation as **Attachment C.5 Property Ownership - Other**.

B. **Project Address (See definition of "Project Address" in the Glossary of Terms):**

Street: _____ City: _____

State: _____ Zip Code: _____
Borough: _____
Block: _____
Lot: _____

- C. Please describe the Project Address where the Moveable Property will be located. For example, specify the building type (residential, commercial, mixed use, etc.).

- D. Has a Certificate of Occupancy for the contemplated use of the Project been issued?
Yes No

IF YES, is the contemplated use of the Moveable Property at the Project Address in accordance with the current "as of right" zoning and the Certificate of Occupancy?
Yes No

If NO, has there been an opinion rendered by the Department of Buildings (DOB), Department of City Planning (DCP), the Board of Standards & Appeals (BSA) or other regulatory agency permitting the contemplated use?
Yes No

IF NO, please provide an explanation as Attachment C.6 Zoning.

5. **Projected Funding Sources for the Project:**

A. *City Funding*

In your response below, do not include any City funding for construction or renovation costs or vehicles.

1. Amount Being Requested from the City in City FY 2011: \$
2. Have there been prior City appropriation(s) for this Moveable Property?
Yes No

If YES, what was the total amount of such appropriation(s): \$

Note that information regarding ALL prior City capital funding, whether or not such funding is related to the Project or Project Address, is to be completed in Subsection II.5 of the Organization Section of this Request Form.

B. *Total Funding Sources Currently Available for this Moveable Property*

i. City Funding Appropriated (not yet received): \$ _____

ii. Received Non-City Funds: \$ _____

iii. Pledged Non-City Funds: \$ _____

Total Available Funds (add i. through iii. above) : \$ _____

Total Project Cost: \$ _____

SHORTFALL (Total Project Cost- Total Available Funds): \$ _____

C. *Status of Securing Non-City Funding*

1. *Status of Securing Pledged Non-City Funds* - Please explain when the Pledged Non-City Funds will be received. In particular, if the Organization has received notification of New York State or federal funding, provide the amount(s) and explain the status of such pledge(s). Please be very specific. If more room is needed, additional information should be attached as **Attachment C.7 Status of Pledged Non-City Funds**.

2. *Status of Securing Requested Non-City Funds* - Please explain the status of the Requested Non-City Funds, such as the expected date of the award decision, the anticipated receipt date of the funds, and how the Organization's fundraising plan will raise any potential shortfall indicated in **Question 5.B** above. Please be very specific. If more room is needed, additional information should be attached as **Attachment C.8 Status of Requested Non-City Funds**.

- D. *Reimbursement Basis of City Payment* - Considering the reimbursement basis of City payments for eligible Project costs (see also Question 3, City Requirements & Covenants), what are the Organization’s intended sources for advancing such funds prior to reimbursement from the City?
-

6. Existing Liens on Location of Moveable Property:

- A. Are there any known restrictions including liens or mortgages on the real property where the Moveable Property will be located that could potentially attach to the contemplated Moveable Property, including liens on “after-acquired equipment”?
- Yes No

If YES, indicate the type (e.g., use restriction, lien, mortgage, other) complete the table below and answer B. If additional space or explanation is required, provide such in attachment labeled as **Attachment C.9 Existing Liens Table**:

TYPE OF LIEN	EXPIRATION DATE OF LIEN	LIENHOLDER NAME	AMOUNT OF LIEN

- B. If YES, will such lienholder(s) subordinate its(their) lien to the City’s lien reflecting the City Purpose Covenant?
- Yes No Don’t Know

If YES, attach evidence from the lienholder that it will subordinate. (For reference, see Exhibit 3, Form of Subordination Agreement.) Label attachment, **Attachment C.10 Existing Property Lien Subordination**.

If NO or DON’T KNOW, describe the steps the Organization is taking to secure the lienholder’s agreement in attachment labeled **Attachment C.11 Steps to Existing Property Lien Subordination**.

Complete the table below. Every item of Moveable Property for which funding is being requested *must* be identified. The list must include the items to be purchased, the quantity to be purchased of such item, the unit cost of such item and the anticipated date of purchase. If the Moveable Property to be purchased is an information technology (IT) system or IT related, or medical equipment, a copy of the specifications for each item should be attached. If any of the Moveable Property will be attached to the real property in any manner, the list should be broken down into two parts, one covering all attached Moveable Property (e.g., wall brackets, projection monitors) the other covering all unattached Moveable Property (e.g., desktop computers, servers). If the Moveable Property will be located at multiple locations, the list must be further broken out by location. Attach any additional lists as **Attachment C.12 Moveable Property List**.

ITEM OF MOVEABLE PROPERTY TO BE PURCHASED	USE OR FUNCTION OF THE EQUIPMENT	QUANTITY OF THE ITEM	COST OF INDIVIDUAL PIECES (UNIT COST)	EXPECTED PURCHASE DATE
TOTAL:				

A. Will any of the Moveable Property be attached in any manner to the real property?
 Yes No

If YES, please refer to the discussion of “Moveable Property” in the Guidelines and address the following questions.

- B. If the Project involves Moveable Property that will be attached to real property, is the proposed total City capital funding for the Project at least \$250,000?
- Yes No

C. If the Project involves Moveable Property that will be attached to the real property, is such Moveable Property easily transportable and reusable in another location if the City is forced to take possession of such Moveable Property?

Yes No

IF NO, the City will not provide funding.

- D. If the Moveable Property will be attached to real property that the Organization leases, has the owner of such real property acknowledged in writing that it will amend the lease to state that such attached Moveable Property will not be considered part of the real property and will not be subject to such lease?

Yes No

If YES, attach such acknowledgement as **Attachment C.13 Attached Moveable Property - Owner Acknowledgment**.

IF NO, the City will not provide funding.

- E. Have any and all mortgage holders and lienholders on the building acknowledged in writing that they will amend the loan document(s) to state such attached Moveable Property will not be considered part of the real property and will not be subject to such mortgage or lien?

Yes No

If YES, attach such acknowledgement(s) as **Attachment C.14 Attached Moveable Property - Mortgage Holder / Lienholder Acknowledgment**.

IF NO, the City will not provide funding.

9. Equipment Systems & IT Systems:

- A. For information technology (IT)/computer and other Equipment Systems, describe (i) how the Equipment System will work when it is installed, (ii) how each component of the system works, and (iii) how the individual components of the system relate to each other. See the definition of "Equipment System or Moveable Property System" in the Glossary of Terms (page iii). Attach additional narrative as needed as **Attachment C.15 Equipment Systems & IT Systems**.

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10. Software:

Review the Guidelines (Exhibit 1) for requirements for software licenses and the Form of Assignment of Software License and Consent (Exhibit 5).

Any software license(s) associated with equipment purchases will need to be purchased for a term of at least five years up front.

Any software license(s) for equipment purchases must be transferrable to the City and/or the City's designee, and the City's Assignment of Software License and Consent (see Exhibit 5) will need to be executed by the software licensor(s), if the license is not transferrable by its terms.

Note that many items of equipment in addition to computers contain software, including medical equipment and telephone systems.

Does the Organization understand and agree to these software license requirements?

Yes No

11. Installation and related soft costs:

A. Will there be any consultant or design fees, or other soft costs to install the Moveable Property?

Yes No

If YES, then attach a detailed description of the scope of work for the consultant or designer, the estimated hours to perform the consulting or design services, and the hourly rates to be paid for such consulting and designing as **Attachment C.16 Soft Costs**.

B. Will there be any installation or installation-related costs associated with the installation of the Moveable Property?

Yes No

If YES, then attach a detailed description of the scope of work for the installation, the estimated hours to perform the installation, and the hourly rates to be paid for the installation as **Attachment C.17 Installation**.

12. Contemplated Uses/Purposes:

A. City capital funds may not be used to purchase Moveable Property unless a majority of the space used by the Organization at the Project Address is for Front Line Services for a majority of the time that such space is used (as opposed to being used for administrative use (e.g., back office, executive or support service space)). Front Line Services are services that are rendered directly to the public through physical public access (such as a community center) or through telephonic communication (such as a hotline). When the majority of the space used by the Organization is used for Front Line Services, City capital funds may be used to purchase Moveable Property for any part of the space at the Project Address used by the Organization. Electronic medical records Projects will be deemed to comply with this provision regardless of the percentage of the space that is used for Front Line Services.

1. Please explain how at the Project Address (specific location of the Moveable Property), a majority of the space used by the Organization will be for Front Line Services for a majority of the time that such space is used. **If less than 50% of such space will be used for Front Line Services, the City will not fund this Project.** If additional space is required, attach on separate page labeled **Attachment C.18 Front Line Services Description**.

2. Complete the table below indicating the type of rooms/areas in the building, the number of such rooms, the square footage (SF) of such rooms, and the programming in such rooms. (If the room type is not indicated in the table, add the type in one of the blank rows.) If more space is needed, provide additional information in the form of a table or describe the property in an attachment labeled **Attachment C.19 Front Line Services Table**.

Note: If the square footage of certain rooms/areas for Front Line Services varies depending on the day or time, fill in the table below based on the majority of the time that such rooms are used at all.

ROOM TYPE	Total SF	SF for Front Line Services	% of SF for Front Line Services
Offices			
Auditorium/Theater			
Class Room(s)			
Gymnasium			
Bathroom(s)			
Kitchen(s)			
Clinic/Exam Rooms			
Cafeteria			
Total			

- B. Does the Organization intend to use the Moveable Property for religious or sectarian activity, including religious worship, instruction, prayer or proselytization?
Yes No

If YES, answer the following questions:

1. Describe the frequency and duration of such religious or sectarian use. (**Attachment C.20 Religious Use**)

2. Describe the terms and conditions for how the Moveable Property will also be made available to the general public for use or rental. **(Attachment C.21 Public Availability)**
3. Describe how the availability of the Moveable Property will be advertised or made known to the general public, and specify the media sources (including web sites) for such advertisements. **(Attachment C.22 Public Advertising)**

C. Will the Project be used for new services or programs not previously offered by the Organization?
Yes No

D. Does the Organization employ salaried employees to provide the services related to the Moveable Property?
Yes No

If YES, how many such salaried employees? ____

Explain who will provide the services related to the Moveable Property. Include position titles and job descriptions or functions of such staff. Indicate whether such positions are (i) paid or volunteer and (ii) full-time or part-time. If additional room is needed, attach a separate page labeled **Attachment C.23 Salaried Employees**.

E. *Project's impact on operating costs and operating revenues* - Please explain how this equipment will have an impact on the Organization's operating budget. Explain how the Organization will fund any increased program or other operating costs following the acquisition of the Moveable Property. If additional room is needed, attach a separate page labeled **Attachment C.24 Operating Budget Impact**.

- F. Are the services to be performed or the programs to be provided using the equipment regulated by any federal, State or City Agency?
Yes No

If YES, does the Organization have all required licenses, permits, etc. for the planned uses?
Yes No

If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (**Attachment C.25 Regulatory Permits**)

- G. Will any of the services or programs to be provided using the Project be provided pursuant to one or more City Operating Contract(s)?
Yes No

If YES, provide a summary description of the contract including term of the agreement(s) (start and expiration dates), number and term of renewal options (if any), contracting City agency and services covered. Attach the description as **Attachment C.26 City Operating Contracts - Terms**.

Checklist of Attachments

Please label each attachment by its FULL title (e.g., label Attachment C.1 Project Description as "Attachment C.1 Project Description").

THESE ATTACHMENTS MUST BE SUBMITTED ELECTRONICALLY WITH THE FORM (SEE "GENERAL INTRODUCTION" ON PAGE i).

Please indicate the Attachments you have ELECTRONICALLY SUBMITTED by marking an 'X' next to the appropriate Attachment reference below:

APPENDIX C

Attachments that may be required to be fully responsive to questions in this Section:

- C.2 Additional Locations
- C.3 Lease - Private Property
- C.4 Lease - City-owned Property
- C.5 Property Ownership - Other
- C.6 Zoning
- C.10 Existing Property Lien Subordination
- C.11 Steps to Existing Property Lien Subordination
- C.13 Attached Moveable Property - Owner Acknowledgment
- C.14 Attached Moveable Property - Mortgage Holder / Lienholder Acknowledgment
- C.16 Soft Costs
- C.17 Installation
- C.20 Religious Use
- C.21 Public Availability
- C.22 Public Advertising
- C.25 Regulatory Permits
- C.26 City Operating Contracts - Terms

Attachments for continued responses to questions in this Section:

- C.1 Project Description
- C.7 Status of Pledged Non-City Funds
- C.8 Status of Requested Non-City Funds
- C.9 Existing Liens Table
- C.12 Moveable Property List
- C.15 Equipment Systems & IT Systems
- C.18 Front Line Services Description
- C.19 Front Line Services Table
- C.23 Salaried Employees
- C.24 Operating Budget Impact

PROJECT SECTION

APPENDIX D
VEHICLE PURCHASE(S)

INTRODUCTION

Note that questions in this Appendix relate ONLY to a vehicle purchase Project for which funding is being requested.

Organizations should complete and submit the Request Form as specified in the General Introduction, including Subsections I through IV of the Organization Section.

Before submitting this Appendix and related Attachments:

- Review the Guidelines attached hereto as Exhibit 1, to determine whether the Organization meets the criteria set forth therein;
- Review the Glossary of Terms on page iii;
- Review this Appendix to determine the information that you will need to gather about the Project;
- Identify each Attachment you must submit with this completed Appendix; and
- Review this Appendix and the related attachments together to ensure that the corresponding responses match.

1. **Project Description:**

Briefly describe the vehicle(s) to be purchased, including its uses and specific function and the City Purpose that will be served. Include the location(s)/area(s) and/or destinations to be served by the vehicle(s) and the expected frequency of service at each location. For example, if the vehicle is a mobile dental van, the description should reference the neighborhoods/boroughs served and the specific locations or vicinity of service (e.g., PS 234, Local 1199 office, Drury Lane Senior Center). **Address whether the vehicle(s) will ever leave the City and if so, for what reason and for how long in each instance.** What are the operating hours for, and the population served by, the vehicle(s)? Be specific. If more space is required, attach additional information on a separate page labeled **Attachment D.1 Project Description**.

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

Passenger Van/Bus - specify seating capacity:

Ambulance

Maintenance Vehicle: ____

Other: ____

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

3. **Total Cost for Vehicle Project:** \$ ____

4. **Total Amount Requested for Vehicle Project:** \$ ____

5. **Location of Vehicle(s):**

A. *Location Ownership*

Does the Organization currently own or lease real property where the vehicle(s) will be garaged or otherwise parked when not in operation? Check one of the boxes below.

Own:

Lease private property:

Attach lease & any amendments as **Attachment D.2 Lease - Private Property**.

Lease City-owned property:

Attach lease & any amendments as **Attachment D.3 Lease - City-owned Property**.

Other:

Provide explanation as **Attachment D.4 Property Ownership - Other**.

B. *Location Address*

Specify below where the vehicle(s) will be garaged or otherwise parked when not in operation. If more than one vehicle or more than one garage/parking location is involved, provide this information for each such vehicle or location as **Attachment D.5 Additional Locations**.

Facility: _____

Street: _____

City: _____

State: _____

Zip Code: _____

Borough: _____

Block: _____

Lot: _____

6. **Projected Funding Sources for the Vehicle Project:**

A. *City Funding*

In your response below, do not include any City funding for construction or renovation costs or other items of equipment besides the vehicle(s) requested herein.

1. Amount Being Requested from the City in City FY 2011: \$_____

2. Have there been prior City appropriation(s) for the vehicle(s)?

Yes

No

If YES, what was the total amount of such appropriation(s): \$_____

Note that information regarding ALL prior City capital funding, whether or not such funding is related to the vehicle(s), is to be completed in Subsection II.5 of the Organization Section of this Request Form.

B. *Total Funding Sources Currently Available for the Vehicle(s)*

i. City Funding Appropriated (not yet received): \$ _____

ii. Received Non-City Funds: \$ _____

iii. Pledged Non-City Funds: \$ _____

Total Available Funds (add i. through iii. above) : \$ _____

Total Project Cost: \$ _____

SHORTFALL (Total Project Cost - Total Available Funds): \$ _____

C. *Status of Securing Non-City Funding*

1. *Status of Securing Pledged Non-City Funds* - Please explain when the Pledged Non-City Funds will be received. In particular, if the Organization has received notification of New York State or federal funding, provide the amount(s) and explain the status of such pledge(s). Please be very specific. If more room is needed, additional information should be attached as **Attachment D.6 Status of Pledged Non-City Funds**.

2. *Status of Securing Requested Non-City Funds* - Please explain the status of the Requested Non-City Funds, such as the expected date of the award decision, the anticipated receipt date of the funds, and how the Organization's fundraising plan will raise any potential shortfall indicated in **Section 6.B** above. Please be very specific. If more room is needed, additional information should be attached as **Attachment D.7 Status of Requested Non-City Funds**.

- D. *Reimbursement Basis of City Payment* - Considering the reimbursement basis of City payments for eligible Project costs (see also Question 3, City Requirements & Covenants), what are the Organization’s intended sources for advancing such funds prior to reimbursement from the City?
-

7. **Vehicle List:**

Complete the table below. If needed, attach additional rows as **Attachment D.8 Vehicle List**.

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

Attach vehicle specifications which include the indicated information or provide the following information for each vehicle(s): (i) manufacturer (e.g., Ford, GM, Toyota), (ii) model or name (e.g., Tundra, F-150, etc.), (iii) capacity (e.g., number of passengers, hauling capacity), (iv) estimated gas mileage per gallon (city and highway ratings), (v) safety ratings by a national rating agency, (vi) estimated annual insurance costs and (vii) fuel source(s) (e.g., diesel, ethanol, 87, 89 or 93 unleaded, etc.). Specifications and additional narrative should be attached as **Attachment D.9 Vehicle Specifications**.

8. Contemplated Uses/Purposes:

- A. City capital funds may only be applied to vehicle(s) used by the Organization for Front Line Services for a majority of the time that such vehicle(s) are used.

Please explain how the vehicle(s) will be used for Front Line Services for a majority of the time that such vehicle(s) are used.

If less than 50% of the time such vehicle(s) are used for Front Line Services, the City will not fund this Project. If more space is required, attach additional information on a separate page labeled Attachment D.10 Front Line Services Description.

- B. Does the Organization intend to use the vehicle(s) for, or in support of, religious or sectarian activity, including religious worship, instruction, prayer or proselytization?

Yes No

If YES, answer the following questions:

1. Describe the frequency and duration of such religious or sectarian use. (**Attachment D.11 Religious Use**)

2. Describe the terms and conditions for how the vehicle(s) will also be made available to the general public for use or rental. (**Attachment D.12 Public Availability**)

3. Describe how the availability of the vehicle(s) will be advertised or made known to the general public, and specify the media sources (including web sites) for such advertisements. (**Attachment D.13 Public Advertising**)

C. Will the vehicle(s) be used for new services or programs not previously offered by the Organization?

Yes No

D. Does the Organization employ salaried employees to provide the services related to the vehicle(s)?

Yes No

If YES, how many such salaried employees? _____

Explain who will provide the services related to the vehicle(s). Include position titles and job descriptions or functions of such staff. Indicate whether such positions are (i) paid or volunteer and (ii) full-time or part-time. If additional room is needed, attach a separate page labeled **Attachment D.14 Salaried Employees**.

--

E. *Project's impact on operating costs and operating revenues* - Please explain how the vehicle(s) will have an impact on the Organization's operating budget. Explain how the Organization will fund any increased program or other costs once the Project is completed. Address insurance and vehicle garaging or storage or parking costs, specifying the type of insurance coverage and vehicle garaging and corresponding costs. If additional room is needed, attach a separate page labeled **Attachment D.15 Operating Budget Impact**.

--

F. Are the services to be performed or the programs to be provided using the vehicle(s) regulated by any federal, State or City Agency?

Yes No

If YES, does the Organization have all required licenses for vehicles and drivers, permits, etc. for the planned uses?

Yes No

If YES, identify all such required licenses, permits, etc.

--

If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (**Attachment D.16 Regulatory Permits**)

G. Will any of the services or programs to be provided using the vehicle(s) be provided pursuant to one or more City Operating Contract(s)?

Yes No

If YES, summarize the contract terms including initial start and expiration dates, number and term of renewal options (if any), contracting City agency and services covered. Attach the description as **Attachment D.17 City Operating Contracts - Terms**.

Checklist of Attachments

Please label each attachment by its FULL title (e.g., label Attachment D.1 Project Description as "Attachment D.1 Project Description").

THESE ATTACHMENTS MUST BE SUBMITTED ELECTRONICALLY WITH THE FORM (SEE "GENERAL INTRODUCTION" ON PAGE i).

Please indicate the Attachments you have ELECTRONICALLY SUBMITTED by marking an 'X' next to the appropriate Attachment reference below:

APPENDIX D

Required Attachments for this Section:

D.9 Vehicle Specifications

Attachments that **may be required** to be fully responsive to questions in this Section:

D.2 Lease - Private Property

D.3 Lease - City-owned Property

D.4 Property Ownership - Other

D.5 Additional Locations

D.11 Religious Use

D.12 Public Availability

D.13 Public Advertising

D.16 Regulatory Permits

D.17 City Operating Contracts - Terms

Attachments for **continued responses** to questions in this Section:

D.1 Project Description

D.6 Status of Pledged Non-City Funds

D.7 Status of Requested Non-City Funds

D.8 Vehicle List

D.10 Front Line Services Description

D.14 Salaried Employees

D.15 Operating Budget Impact

PROJECT SECTION

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

INTRODUCTION

Note that questions in this Appendix relate ONLY to a real property acquisition Project for which funding is being requested (and not for any equipment in conjunction with the acquired space). If requesting funding for construction or renovation, complete Appendix A. If requesting funding for any equipment or Moveable Property, complete Appendices B or C. In addition, do not complete this Appendix if requesting funding for a Department of Housing Preservation and Development project (see Appendix F).

Organizations should complete and submit the Request Form as specified in the General Introduction, including Subsections I through IV of the Organization Section.

Before submitting this Appendix and related Attachments:

- Review the Guidelines, attached hereto as Exhibit 1, to determine whether the Organization meets the criteria set forth therein;
- Review the Glossary of Terms on page iii;
- Review this Appendix to determine the information that you will need to gather about the Project;
- Identify each Attachment you must submit with this completed Appendix; and
- Review this Appendix and the related attachments together to ensure that the corresponding responses match.

1. **Project Description:**

Briefly describe the Project, including its goals and specific function and the City Purpose that will be served. What are the operating hours for, and the population served by, the Project? If more room is needed, additional information should be attached as **Attachment E.1 Project Description**.

2. **Additional Work:**

Upon acquisition can the property be used "as is" for the purpose or purposes intended by the Organization without renovation or construction?

Yes No Don't Know

If NO, and renovation or construction is required, and if Appendix A has not already been filled out in relation to this property acquisition, complete questions 1.B, 1.C, 4, 5, 6, 8, 11.F. and 11.G of Appendix A, even if funding for such renovation or construction is not being requested from the City.

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

4. **Appraisal:**

Has an Appraisal of the site been requested or completed?

Yes No

If YES, complete the following:

Date of Appraisal: _____ Appraised Value: \$ _____

5. **Projected Funding Sources for Property Acquisition:**

A. *City Funding*

Note: The City contribution to all projects involving real property (i.e., acquisition, construction or renovation) may not exceed 90% of the costs of the Project up to \$2 million and 50% of the portion of the Project that is in excess of \$2 million.

Note: In addition, the City may only pay a maximum of 50% of costs for the requested Project once City appropriations for real property projects at the same Project Address in City FY 2009, City FY 2010 and City FY2011 in aggregate exceed \$2 million. Complete the table below. Do not include any prior City funding for Moveable Property or vehicles. Review the definition of Project Address (same block and lot number) in the Glossary of Terms (page iii).

Note that information regarding ALL prior City capital funding, whether or not such funding is related to this Project or Project Address, is to be completed in Subsection II.5 of the Organization Section of this Request Form.

Year	Amount of Prior or Existing Appropriation for Real Property Improvement(s) at the Project Address
City FY 2009	\$
City FY 2010	\$
City FY 2011 (Requested)	\$

- B. *Non-City Funding* - Complete the table below and specify each source (e.g., private foundations, NYS Assembly, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format for additional sources as Attachment E.2 Non-City Funding Sources Table.

SOURCE OF NON-CITY FUNDS	AMOUNT OF RECEIVED NON-CITY FUNDS ¹	AMOUNT OF PLEDGED NON-CITY FUNDS ²	AMOUNT OF REQUESTED NON-CITY FUNDS (Not yet Pledged or Received) ³	TOTALS
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

¹ Received Non-City Funds = Amount(s) of money paid to the Organization, or cash available, from non-City sources, for the Project requested in this Appendix.

² Pledged Non-City Funds = Signed and dated commitments by donors and/or lenders other than the City, including New York State and the U.S. Federal Government, to make a gift or grant during a specified period according to specified terms for the Project requested in this Appendix. The Organization must have signed commitment letters from donors or pre-approval letters from lenders.

³ Requested Non-City Funds = Amount(s) of money for the Project requested in this Appendix sought from sources other than the City, either through application or appeal, and, for which, as of the date of submission of this Request Form, the Organization is awaiting an award decision (i.e., pending approval or denial). These sources include, but are not limited to, individuals, government entities, and foundations.

C. *Total Funding Sources Currently Available for the Project:*

- i. City Funding in Executed Funding Agreements for the Project: \$ _____
- ii. City Funding Appropriated (not yet executed): \$ _____
- iii. Non-City Funding already spent on the Project: \$ _____
- iv. Received Non-City Funds: \$ _____
- v. Pledged Non-City Funds: \$ _____

Total Available Funds (add i. through v. above) : \$ _____

Total Project Cost: \$ _____

SHORTFALL (Total Project Cost - Total Available Funds): \$ _____

Complete the formula below in order to provide evidence of ability to raise enough funds to equal the amount of any shortfall.

Summary of Non-City Funding:

$$\frac{\$ \text{ (Pledged Non-City Funds)} + \$ \text{ (Received Non-City Funds)}}{\$ \text{ (total non-City funds for the Project)}} = \text{ _____\% }$$

Note: The total of Pledged Non-City Funds and Received Non-City Funds must be at least the lesser of (i) 50% of the total non-City funds for the Project, or (ii) \$1 million.

D. *Status of Securing Non-City Funding*

1. *Status of Securing Pledged Non-City Funds* - Please explain when the Pledged Non-City Funds will be received. In particular, if the Organization has received notification of New York State or federal funding, provide the amount(s) and explain the status of such pledge(s). Please be very specific. If more room is needed, additional information should be attached as **Attachment E.3 Status of Pledged Non-City Funds**.

2. *Status of Securing Requested Non-City Funds* - Please explain the status of the Requested Non-City Funds, such as the expected date of the award decision, the anticipated receipt

date of the funds, and how the Organization's fundraising plan will raise any potential shortfall indicated in **Section 5.C** above. Please be very specific. If more room is needed, additional information should be attached as **Attachment E.4 Status of Requested Non-City Funds**.

- E. *Reimbursement Basis of City Payments* - Considering the reimbursement basis of City payments for eligible Project costs (see also Question 3, City Requirements & Covenants), what are the Organization's intended sources for advancing such funds prior to reimbursement from the City?

6. **Bank or Other Financing:**

- A. Does the Organization intend to seek financing (a loan) or has it already secured such financing, to purchase the real property (this includes any type of bridge loan)?
Yes No

If YES, complete B through D below.

- B. What is the amount borrowed or to be borrowed from a lender? \$____
- C. Will the loan be secured by a lien on the real property to be acquired?
Yes No

Yes No

If YES, Complete the following:

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

Yes No

Yes No

Yes No

- B. Does the Organization currently lease the identified property?
Yes No

If YES, provide an explanation which addresses how long the Organization has leased the property and for what purposes the Organization has used the property and whether the uses will change upon acquisition. Attach the lease and explanation as **Attachment E.7 Lease & Explanation**.

- C. Does the Organization have a relationship to the current owner/seller? (For purposes of this question, "relationship" includes any affiliation including participation by owner/seller in the Organization programs or services, actual corporate affiliation or any other connection.)
Yes No

Is the current owner/seller an affiliate of the Organization?
Yes No

Is the principal of the current owner/seller indirectly or directly involved in the management or the governance of the Organization?
Yes No

If YES to any of the above questions in this Section E.7.C, attach an explanation as **Attachment E.8 Relationship to Current Owner / Seller**.

- D. Current Owner Information & Project Address:

Owner Name: _____

Site Address: _____

Borough: _____

Block/Lot: _____/_____

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

If asset to be purchased is a condominium unit, does the condo unit already exist?
Yes No

If NO, and filings and/or approvals are required to create the condo, attach an explanation of what is required and why as **Attachment E.9 Condo Requirements**.

- F. Asking Price: \$ _____

- G. *Acquisition Documents* - Submit each of the items indicated below as an attachment. Label each item by the noted Attachment # (e.g., the *Title Search* should be labeled **Attachment E.10 Title Search**). If unable to submit any of the items, provide an explanation of why such item is not being submitted.

CHECK	ATTACHMENT #	ITEM
	E.10	Appraisal
	E.11	Title Search
	E.12	Purchase Contract

- H. Have the parties agreed to a closing date?
Yes No

If YES, what is the closing date? _____

8. **Property to be Acquired:**

- A. Provide a general description of the property to be acquired. Include the desired/actual building size (# of floors including basement and attic, building gross area (SF), lot area (SF), building type (office building, residential building), as well as the condition of the building. If the property to be acquired has been selected/identified, attach one or more photographs of the property and label as **Attachment E.13 Property Photographs**.

--

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

- C. Is the building currently occupied by what will become holdover tenancies?
Yes No Don't Know

If YES, what percentage of the space is occupied by such tenancies? _____

If YES, also provide a specific description of such tenancies (e.g., anticipated duration and the status of any related pending litigation) as **Attachment E.14 Holdover Tenancies**.

9. Contemplated Uses/Purposes of Property:

A. City capital funds may not be used to acquire a building or condominium unit unless a majority of such building or condominium unit is used by the Organization for Front Line Services for a majority of the time that such space is used (as opposed to being used for administrative use (e.g., back office, executive or support service space)). Front Line Services are services that are rendered directly to the public through physical public access (such as a community center) or through telephonic communication (such as a hotline). When a building or condominium unit is used primarily for Front Line Services, City capital funds may be applied to acquire any part of such building or condominium unit used by the Organization.

1. Please explain how at the Project Address (building where the property is located), a majority of the space used by the Organization will be for Front Line Services for a majority of the time that such space is used. **If less than 50% of such space will be used for Front Line Services, the City will not fund this Project.** If more space is required, attach additional information on a separate page labeled **Attachment E.15 Front Line Services Description**.

--

2. Complete the table below indicating the type of rooms/areas in the building, the number of such rooms, the square footage (SF) of such rooms, and the programming in such rooms. If the room type is not indicated in the table, add the type in one of the blank rows. If more space is needed, or if the property to be acquired is not a building, provide additional information in the form of a table or describe the property in an attachment labeled **Attachment E.16 Front Line Services Table**.

Note: If the square footage of certain rooms/areas for Front Line Services varies depending on the day or time, fill in the table below based on the majority of the time that such rooms are used at all.

ROOM TYPE	Total SF	SF for Front Line Services	% of SF for Front Line Services
Offices			
Auditorium/Theater			
Class Room(s)			
Gymnasium			
Bathroom(s)			

ROOM TYPE	Total SF	SF for Front Line Services	% of SF for Front Line Services
Kitchen(s)			
Clinic/Exam Rooms			
Cafeteria			
Total			

- B. Does the Organization intend to use the Project for religious or sectarian activity, including religious worship, instruction, prayer or proselytization?
Yes No

If YES, answer the following questions:

1. Describe the frequency and duration of such religious or sectarian use. (**Attachment E.17 Religious Use**)
2. Describe the terms and conditions for how the Project will also be made available to the general public for use or rental. (**Attachment E.18 Public Availability**)
3. Describe how the availability of the Project will be advertised or made known to the general public, and specify the media sources (including web sites) for such advertisements. (**Attachment E.19 Public Advertising**)

- C. Identify any affiliates or unrelated third parties anticipated to rent or use such property. If more room is required, attach additional information on a separate page labeled **Attachment E.20 Affiliate / Third Party Rental**.

- D. Will the Project be used for new services or programs not previously offered by the Organization?
Yes No

- E. Does the Organization employ salaried employees to provide the services related to the Project?
Yes No

If YES, how many such salaried employees? _____

Explain who will provide the services related to the Project. Include position titles and job descriptions or functions of such staff. Indicate whether such positions are (i) paid or volunteer and (ii) full-time or part-time. If additional room is needed, attach a separate page labeled **Attachment E.21 Salaried Employees**.

- F. *Project's impact on operating costs and operating revenues* - Please explain how this Project, once it is completed, will have an impact on the Organization's operating budget (i.e., salaries; energy costs; security costs; maintenance costs, insurance costs; etc.). Explain how the Organization will fund any increased operational costs and/or maintain the site after the Project is completed. If additional room is needed, attach a separate page labeled **Attachment E.22 Operating Budget Impact**.

- G. Are the services to be performed or the programs to be provided by the Organization in the building regulated by any federal, State or City agency?
Yes No

If YES, does the Organization have all required licenses, permits, etc. for the planned uses?
Yes No

If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (**Attachment E.23 Regulatory Permits**)

- H. Will any of the services or programs to be provided in the newly acquired building be provided pursuant to one or more City Operating Contract(s)?
Yes No

If YES, provide a copy of each such operating contract and provide a summary description of the contract terms, contracting City agency and services covered. Attach the contracts and

description as **Attachment E.24 City Operating Contracts - Terms.**

10. Zoning, Land, Approval and Environmental Considerations:

- A. Complete the following and attach the current Certificate of Occupancy as **Attachment E.25 Current Certificate of Occupancy.**

Zoning of Building: _____

Zoning District: _____

Department of Finance Building Classification: _____

- B. Has a Certificate of Occupancy for the Project been issued?

Yes No

IF YES, is the Project use in accordance with the "as of right" zoning and the Certificate of Occupancy?

Yes No

If NO, has there been an opinion rendered by the Department of Buildings (DOB), Department of City Planning (DCP), the Board of Standards & Appeals (BSA) or other regulatory agency permitting the contemplated use?

Yes No

IF NO, please provide an explanation as **Attachment E.26 Zoning.**

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

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

- D. Is a Uniform Land Use Review Procedure (ULURP) (see Glossary of Terms) required for your Project?

Yes No

- E. Is environmental review (City Environmental Quality Review (CEQR) or State Environmental Quality Review (SEQRA)) required for your Project? ¹

Yes No

¹ Despite the Organization's answer to this question, the determination as to whether or not CEQR or SEQRA is required for the Project will be made by New York City or State, and is subject to the review of the City managing agency.

If YES, indicate what type of review and whether such review is complete below, and provide copies of all relevant documents as an attachment labeled **Attachment E.27 Environmental Review**. (For more information on environmental reviews, please visit NYC's Office of Environmental Coordination's website <http://www.nyc.gov/html/oec/html/ceqr/ceqr.shtml>.)

- F. Is the building adjacent to or on a wetland or any other property protected by City, State or federal law?

Yes No

If YES, provide an explanation as **Attachment E.28 Protected Property**.

Checklist of Attachments

Please label each attachment by its FULL title (e.g., label Attachment E.1 Project Description as "Attachment E.1 Project Description").

THESE ATTACHMENTS MUST BE SUBMITTED ELECTRONICALLY WITH THE FORM (SEE "GENERAL INTRODUCTION" ON PAGE i).

Please indicate the Attachments you have ELECTRONICALLY SUBMITTED by marking an 'X' next to the appropriate Attachment reference below:

APPENDIX E

Required Attachments for this Section:

- E.10 Appraisal
- E.11 Title Search
- E.12 Purchase Contract
- E.25 Current Certificate of Occupancy

Attachments that may be required to be fully responsive to questions in this Section:

- E.5 Lender Subordination Letter
- E.7 Lease & Explanation
- E.8 Relationship to Current Owner / Seller
- E.9 Condo Requirements
- E.13 Property Photographs
- E.14 Holdover Tenancies
- E.17 Religious Use
- E.18 Public Availability
- E.19 Public Advertising
- E.23 Regulatory Permits
- E.24 City Operating Contracts - Terms
- E.26 Zoning
- E.27 Environmental Review
- E.28 Protected Property

Attachments for continued responses to questions in this Section:

- E.1 Project Description
- E.2 Non-City Funding Sources Table
- E.3 Status of Pledged Non-City Funds
- E.4 Status of Requested Non-City Funds
- E.6 Unidentified Site Explanation
- E.15 Front Line Services Description
- E.16 Front Line Services Table
- E.20 Affiliate / Third Party Rental
- E.21 Salaried Employees
- E.22 Operating Budget Impact

PROJECT SECTION

APPENDIX F

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

PROJECT

INTRODUCTION

Organizations should complete and submit the Request Form as specified in the General Introduction, including Subsections I through IV of the Organization Section.

Before submitting this Appendix and related Attachments:

- Review the Guidelines, attached hereto as Exhibit 1, to determine whether the Organization meets the criteria set forth therein;
- Review the Glossary of Terms on page iii;
- Review this Appendix to determine the information that you will need to gather about the Project;
- Identify each Attachment you must submit with this completed Appendix; and
- Review this Appendix and the related attachments together to ensure that the corresponding responses match.

1. **Project Description:**

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

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

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

Vacant Occupied Mixed

Specify number of units of each:

TOTAL: _____ VACANT: _____ OCCUPIED: _____

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

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

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

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

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

2. Property Ownership

A. Is the site City-owned? Yes No

If YES, has the site received UDAAP and/or ULURP approval? Yes No

If YES, please provide the Mayoral UDAAP approval date: ____

If UDAAP has not yet been approved, indicate anticipated UDAAP approval date: ____

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

Own: Other:

If OTHER, note describe circumstances as **Attachment F.1 Property Ownership - Other**.

C. Project Address:

Street: City: _____

State: _____ Zip Code: _____

Borough: _____

Block/Lot _____

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

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

HDFC Name: _____ Website: _____

Contact Person: _____ Email: _____

Phone: _____ Fax: _____

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

Acquisition: \$ _____

Hard Costs \$ _____

Soft Costs \$ _____

TOTAL \$ _____

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

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

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

- B. *Non-City Funding Sources* - Complete table below & specify each source (e.g., banks, other government sources, HDC Funds, Federal HOME funds, Federal LIHTC (tax credits), private foundations, NYS funding, capital campaign, bank financing; include specific names where possible). If more rows are needed, attach a table in this format for additional sources. Label the attachment **Attachment F.2 Non-City Funding Sources Table**.

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

- C. *Total Funding Sources Currently Available for the Project:*

City Funding in Executed Funding Agreements: \$ _____

City Funding Appropriated (not yet executed): \$ _____

Non-City Funding already spent on Project: \$ _____

Non-City Funding in hand: \$ _____

TOTAL: \$ _____

- D. *Status of other Funding Sources* – Describe the status of securing other funding sources. If additional space is needed, please attach as **Attachment F.3 Other Funding Sources**.

--

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

Date of Appraisal: _____ Appraised Value: \$ _____

6. **Scope of Work:**

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

If YES, identify below.

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

- B. Has an architect or engineer prepared a detailed scope of work? Yes No
If YES, attach such scope as **Attachment F.4 Scope of Work**.

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

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

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

7. **Proposed Project Timeline and Budget:**

- A. Has an architect or engineer prepared a Project timeline? Yes ☐ No ☐
 If YES, generally describe below and attach a copy of the Project timeline as **Attachment F.5 Project Timeline**. If NO, describe your Project timeline below and indicate your current Project phase (e.g., scope development, design or construction)?

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

If YES, attach a copy of the cost estimate as **Attachment F.6 Cost Estimate**.

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

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

8. Project Management:

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

- | | | | |
|----|-----------------------------------|-----|----|
| B. | Have you hired a Project manager? | Yes | No |
|----|-----------------------------------|-----|----|

If YES, identify below.

Firm Name:

Website:

Contact Person:

Email:

Phone:

Fax:

9. Purposes of Project:

- A. Generally describe the population served, including number of dwelling units per income band (if applicable) and square footage of communal space (for use of building residents - not including hallways), community space (for use of persons from outside the building) and commercial space, if applicable. If additional space is required, attach on separate page labeled **Attachment F.7 Project Description**.

	<p></p>
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- B. Complete the table below indicating the type of units in the building, the number of such units, the SF of such units, and if there is communal, community or commercial space or if parking is included as part of construction. If the room type is not indicated in the table, add the type in one of the blank rows. If more space is needed, provide additional information in the form of a table or describe the property in an attachment labeled **Attachment F.8 Room Type Table**.

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

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

- E. Are the services to be performed or the programs to be provided by the Organization in the building regulated by any federal, State or City agency? Yes No
- If YES, does the Organization have all required licenses, permits, etc. for the planned uses?
Yes No
- If NO, provide explanation of how the Organization anticipates securing the required regulatory permits or licenses. (**Attachment F.9 Regulatory Permits**)

- F. Will any of the services or programs to be provided by the Project be provided pursuant to operating contract(s) with a City agency? Yes ☐ No ☐
If YES, provide a summary description of the contract including term of the agreement(s) (start and expiration dates), number and term of renewal options (if any), contracting City agency, services covered. Attach the description as **Attachment F.10 City Operating Contracts - Terms**.

10. Zoning, Land, Approval and Environmental Considerations

- A. Complete the following and attach the current Certificate of Occupancy as **Attachment F.11 Current Certificate of Occupancy**.

Zoning of Building: _____

Zoning District: _____

Department of Finance Building Classification: _____

- B. Is the Project use in accordance with the current "as of right" zoning and the Certificate of Occupancy? Yes No
If NO, has there been an opinion rendered by the Department of Buildings (DOB), Department of City Planning (DCP), the Board of Standards & Appeals (BSA) or other regulatory agency regarding the contemplated use? Yes No
If NO, provide explanation in an attachment labeled **Attachment F.12 Zoning**.

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

Designated or
Pending Designation

Approved

NYC Landmark
NYC historic district
NYC special natural area
NYC Design Commission
National register of historic places
National historic landmark

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

- E. Is environmental review (CEQR/SEQRA) required for your Project¹²
Yes No

If YES, indicate what type of review and whether such review is complete below, and provide copies of all relevant documents as an attachment labeled **Attachment F.13 Environmental Review**.

¹² Despite the Organization's answer to this question, the determination as to whether or not CEQR or SEQRA is required for the Project will be made by New York City or State, and is subject to the review of the City managing agency.

(For more information on environmental reviews, please visit NYC's Office of Environmental Coordination's website (<http://www.nyc.gov/html/oec/html/ceqr/ceqr.shtml>.)

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

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

- A. Does the Green buildings standards law apply to your Project?¹³

Yes No

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

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

¹³ Despite the Organization's answer to this question, the determination as to whether or not the Project is required to comply with the green building standards law will be made by the City and is subject to the review of the City managing agency.

Checklist of Attachments

Please label each attachment by its FULL title (e.g., label Attachment F.4 Scope of Work as "Attachment F.4 Scope of Work").

THESE ATTACHMENTS MUST BE SUBMITTED ELECTRONICALLY WITH THE FORM (SEE "GENERAL INTRODUCTION" ON PAGE i).

Please indicate the Attachments you have ELECTRONICALLY SUBMITTED by marking an 'X' next to the appropriate Attachment reference below:

APPENDIX F

Required Attachments for this Section:

F.11 Current Certificate of Occupancy

Attachments that **may be required** to be fully responsive to questions in this Section:

F.1 Property Ownership - Other
F.4 Scope of Work
F.5 Project Timeline
F.6 Cost Estimate
F.9 Regulatory Permits
F.10 City Operating Contracts - Terms
F.12 Zoning
F.13 Environmental Review

Attachments for **continued responses** to questions in this Section:

F.2 Non-City Funding Sources Table
F.3 Other Funding Sources
F.7 Project Description
F.8 Room Type Table

EXHIBIT 1

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

THE CITY OF NEW YORK
GUIDELINES FOR CAPITAL FUNDING REQUESTS
FOR
NOT-FOR-PROFIT ORGANIZATIONS
FISCAL YEAR 2011

INTRODUCTION

Although the City of New York (the “City”) has compelling needs for capital projects that improve upon its own property, the City may, on occasion under certain circumstances, appropriate capital dollars to a not-for-profit organization for a particular capital project serving a defined City purpose, in spite of the fact that the property may not be owned nor leased by the City (a “Project”). In such cases, as required by the New York State Constitution, the Project must be operated such that it will continue to serve a City purpose for its entire useful life (which corresponds to the period that the bonds issued by the City to finance the Project remain outstanding). Projects may involve real property or Moveable Property, as further defined below. Please note that these Guidelines apply, and the Request Form (as defined below) would need to be submitted, for projects that (i) are on property that is not owned or leased by the City or (ii) are owned by the City but are leased to a not-for-profit seeking to enter into a funding agreement or other contract with the City to receive funds to improve the property (in which case, approval from the City agency that acts as landlord is required and all improvements must comply with the terms of the City lease).

Appropriations and distributions of funding for Projects are made only after an applicant organization demonstrates the capacity to comply fully with all legal requirements in connection with such funding including, but not limited to: the restriction on the use of the Project to a City purpose for its entire useful life, and the requirements of the City Charter, the New York State Local Finance Law, the directives of the City Comptroller, and other applicable laws and regulations and reporting requirements. In addition, before an appropriation is made, recipient organizations must demonstrate the financial and administrative ability to complete the Project and support and operate the completed Project for its useful life.

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

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

These Guidelines are intended solely to assist prospective applicants by providing a general summary of current standards with respect to Projects. However, these Guidelines do not establish

rules and are not intended to be a comprehensive description of all standards, procedures and legal requirements governing funding for such Projects. These Guidelines are subject to change at any time without notice to any party. Funding awards will be made at the sole discretion of the City. The City may reject any and all requests for funding, including those involving Projects that comply with these Guidelines and all applicable standards, procedures, and legal requirements. The existence of a City appropriation alone is not sufficient to entitle an organization to receive City capital funds. The organization will only be entitled to receive City funds once an agreement (a “Funding Agreement”) is executed between the organization and the City and registered with the City Comptroller’s Office. Such funds will only be available on a reimbursement basis upon the City’s determination that the recipient has complied with all standards, procedures and legal requirements governing such funding.

These Guidelines do not apply to housing programs except as described below under “Exceptions.” Moreover, these Guidelines also do not apply to addition of funds to previously-approved projects under the limited circumstances described below. In addition, certain sections of these Guidelines do not apply to projects administered by the City’s Department of Cultural Affairs (“Cultural Projects”), as further described below.

BASELINE STANDARDS FOR CAPITAL FUNDING

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

City Operating Contract. Recipients of City capital funding for acquisition of real property, construction or reconstruction must have a separate, pre-existing contract with the City for operating funds in the City’s current fiscal year (i.e., fiscal year 2010 ending June 30, 2010) and the preceding two fiscal years (i.e., fiscal years 2009 and 2008, ending June 30, 2009 and June 30, 2008, respectively) in an amount of at least \$50,000 in each such year. Recipients of City capital funding for Moveable Property must have a contract with the City for operating funds in the current fiscal year (i.e., fiscal year 2010 ending June 30, 2010) of at least \$25,000. Hospitals and clinics may receive capital funds for Moveable Property although they have no operating contract with the City. Please note that such operating contracts are for City expense funds, including discretionary allocations from elected officials.

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

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

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

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

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

Minimum City Contribution. The City contribution to a Project involving real property (i.e., land or a building) must be at least \$500,000. The 2.5% administrative fee may be included in meeting the \$500,000 minimum threshold.

The minimum City contribution for Moveable Property that is not attached to real property is \$35,000. Any items that do not serve the same logical purpose and are not physically connected are considered separate Projects, each of which must meet the \$35,000 minimum cost threshold. However, in the case of Initial Outfitting (i.e., the outfitting of a defined area that has been newly acquired, leased or constructed or is the subject of a comprehensive reconstruction), items that are not physically connected may be combined to meet the \$35,000 minimum as long as each item has a minimum cost of \$110 and as long as such items are ordered within six months of the first use of such area. The 2.5% administrative fee may not be included in meeting the \$35,000 minimum threshold.

Any Moveable Property that is attached in any way to real property will be treated as real property and will be subject to the real property requirements set forth in these Guidelines unless the

owner of the real property in which such items are to be installed acknowledges in writing by amending its lease that such items are not considered part of such real property and are not subject to such ownership. Additionally, any party holding a mortgage or other lien on such real property must acknowledge in writing that such items are not subject to such mortgage or other lien. In order for the City to fund such attached Moveable Property, the total City capital funding for the Project must be at least \$250,000.

Maximum City Contribution. The City may fund the total costs of Projects that are entirely for Moveable Property. However, the City contribution to a Project involving real property (i.e., acquisition, construction or reconstruction) may not exceed 90% of the costs of the Project up to \$2 million and 50% of the portion of the Project that is in excess of \$2 million. Consequently, for real property Projects, the City may pay a maximum of 50% of requested project costs once City appropriations at the same address for the same organization in fiscal years 2009, 2010 and 2011 exceed \$2 million in aggregate. For example, a real property Project with a total cost of \$3 million may receive \$2.3 million in City capital funds (which equals 90% of the first \$2 million plus 50% of the additional \$1 million in Project costs).

The non-City portion of the funding may come from any source, including the organization's funds or other governmental sources. For real property projects, the 50% or \$1 million (whichever is lower) of the non-City funds must be either received or pledged, in which case the applicant has signed commitment letters from donors, pre-approval letters from banks, or other proof that the funds will be available. If funding is from lenders, the City requires a commitment letter from each lender and a statement that such lender is willing to accept a lien position subordinate to the City Purpose Covenant. Items that are not eligible for City capital funding but that are essential elements of the Project must be reflected as paid for with non-City funds in the Project budget. City funds may not be pledged to other parties under any circumstances including as security for any borrowing by the recipient.

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

- The City may fund Projects on real property that is rented from an affiliate of the recipient organization provided that either the two organizations are under common corporate control or no rent is paid by the recipient with respect to the space acquired or improved with City funds. In either case, the following criteria must be met: (i) both organizations must be not-for-profits; (ii) there must be no liens or mortgages on the property; (iii) the lease is at least as long as the useful life of the improvements; (iv) the landlord must agree to the recordation of the City Purpose Covenant on its property in a senior position; and (v) the recipient organization must have the demonstrable ability to fulfill its obligations under the lease until its expiration.
- The City may waive the ownership requirement for leasehold improvements to senior centers provided that: (i) the recipient provides documentation from its landlord that the landlord will agree to the recordation of the City Purpose Covenant on its property; (ii) there are no liens or mortgages on the property; (iii) the senior center's lease is at least as long as the useful life of the improvements (which will be at least 15 years but not more

than 25 years, depending on the improvements being made); and (iv) the senior center has the clear ability to fulfill its obligations under the lease until its expiration.

- The City may improve real property that is owned by New York State or the Federal Government, or affiliates thereof, provided that such governmental entities or affiliates have a demonstrated interest in keeping the Project operating for a City purpose for its useful life.
- The City may pay for a recipient to make improvements to real property that is owned by the City and leased to the recipient; provided that if the recipient will be undertaking such improvements, a Request Form must be submitted.
- Note that no organization may receive a City rent subsidy for space that has been acquired or improved with City capital funds.

Front Line Services. City capital funds may not be used for administrative use (e.g., back office, executive or support service space or use), unless the funds are for an integrated building used both for Front Line Services and administrative uses. City capital funds may only be applied to buildings (or condominium units) in which a majority of space used by the funding recipient is for Front Line Services for a majority of the time that such space is used. Therefore, the City may pay for any acquisition, construction, reconstruction or equipment in a building that is used primarily for Front Line Services, even if the capital work being carried out, or the equipment being purchased, is in a portion of the building that is not in itself dedicated to Front Line Services. Front Line Services are services that are rendered directly to the public through physical public access (such as the galleries of a museum) or through telephonic communication (such as a hotline). When a building, or condominium unit, is used primarily for Front Line Services, City capital funds may be applied to construction, reconstruction, equipment or furnishing of any part of such building or condominium unit used by the funding recipient. Electronic medical records Projects will be deemed to be for Front Line Services even if electronic equipment to support such Projects is in a location that does not otherwise qualify as Front Line Service space. Note that in no event are disaster recovery Projects considered Front Line Service Projects and, therefore, such projects are not eligible for City capital grants. In the case of vehicles, they must be used a majority of the time for Front Line Services.

Operating History, Full Time Staff and Audited Financials. Applicants must demonstrate financial resources sufficient to support the Project on an ongoing basis throughout its useful life. Audited financials must be provided for the immediately preceding three fiscal years of the Applicant demonstrating the ability to support the ongoing operation of the Project for a City purpose. In addition, applicants must provide a projected plan of operations for the upcoming five fiscal years. Funding will not be provided to startup organizations, organizations with no current, paid, full-time staff or organizations that cannot demonstrate a history of operating those services proposed to be provided to the satisfaction of the City.

Legal Requirements, Licensing/Zoning/Building Codes. Recipient must demonstrate that the Project will comply with all applicable Federal, State and local laws. No funds shall be provided to Projects that support political activity, that conflict with the requirements of the First Amendment, that fail to meet access requirements, or that otherwise violate the laws of the United States, the New York State Constitution and other State laws, or local laws, rules or regulations, including all those

concerning zoning, building or licensing. It is the responsibility of the applicant, not the City, to identify all such zoning, building or licensing requirements and to ensure compliance with them and with all other applicable laws.

Expensive/Unique Items. The capital project should fit the organizations needs and intended City purpose. All costs reimbursed by the City must be reasonable, based on the standards of a prudent person. The City will not provide funding for any project that is so unique that the project would only be useful to the recipient under any reasonable circumstances. Furthermore, the City will not provide funding for Moveable Property that is not easily transportable and reusable in another location if the City is forced to take possession of such Moveable Property. Similarly, the City will not provide funding for Moveable Property if its value would not justify the cost of relocating and reusing such Moveable Property if necessary.

Software. Please note that many items of equipment in addition to computers contain software, including medical equipment and telephone systems. The City will not fund such software (or equipment embedded with such software), unless such software license(s) are transferrable to the City and/or the City's designee. It is the sole responsibility of the applicant to negotiate with the software licensor(s) to ensure the transferability of such license(s) on terms acceptable to the City.

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

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

All Real Property Projects Must Have a 15% Contingency Built In. The City will also require that the Project contain a 15% contingency for all remaining Project costs. For example, if a funding recipient has already spent \$1 million out of a total Project cost of \$4 million, a 15% contingency based on the remaining \$3 million (i.e., \$450,000) must be included in the Project budget. This contingency may be funded through City or non-City sources. The recipient organization will be responsible for all cost overruns that exceed the 15% contingency. Project budgets for real property Projects submitted as part of the Request Form must include the 15% contingency.

Funds Will Be Made Available Only on a Reimbursement Basis. Please note that funds will be paid only as reimbursements upon requisition by the recipient. Requisitions must include invoices along with proof of payment of those invoices in order to be reimbursed. It will be the responsibility of the recipient organization to advance funds from its own sources and provide proof of payment prior to reimbursement from the City for eligible costs. The City has no obligation to reimburse an organization until a Funding Agreement is executed between the City and the organization and registered with the City Comptroller. **Although an organizations may spend its own funds prior to the execution and registration of a Funding Agreement (provided such spending is after the date of appropriation), any such prior expenditure is at the organization's sole risk and may not ultimately be reimbursed.**

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

Failure to Comply with Prior City Agreements. The City will not fund recipients that have not complied with prior agreements with the City. However, such non-compliance may be cured to the satisfaction of the City. Any cases of non-compliance must have been cured prior to appropriation of additional funds and prior to payment of funds.

EXCEPTIONS

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

Cultural Projects. Some of the requirements described above do not apply to Cultural Projects. Cultural Projects may receive capital funds although the funding recipient has no operating contract with the City. The provisions that set the maximum City contribution, that require recipients to have a certain amount of funding in hand and that require that space be used only for Front Line Services do not apply to Cultural Projects. In addition, the City may improve property leased by cultural organizations, provided that (i) the recipient provides documentation from its landlord and any lienholders that they will agree to the recordation of the City Purpose Covenant on its property in a senior position and (ii) the lease is at least as long as the useful life of the property. Also, please note that under certain circumstances, the Department of Cultural Affairs may elect to purchase equipment for an organization, thereby avoiding the need for the organization to make equipment purchases and seek reimbursement from the City.

Additional City Funds for Previously-Approved Projects. Additional City capital funds may be added to Projects for which a capital appropriation was made prior to the City's fiscal year 2009, even if such Project does not meet all of the requirements listed herein, provided that: (i) a Certificate to Proceed ("CP") has already been issued by OMB (as defined below), (ii) the addition of funds is to

cover cost overruns (i.e., increased costs for scope items that were previously approved); and (iii) the Project remains viable as determined by the managing City agency and OMB.

FUNDING AGREEMENT REQUIREMENTS.

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

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

Security Agreement for Moveable Property. In the case of acquisition of Moveable Property, a security agreement will be entered into requiring that the property be used in compliance with the City Purpose Covenant. UCC-1 forms will be filed reflecting the existence and priority lien position of this security agreement with respect to non-vehicular Moveable Property. New York State Department of Motor Vehicles Notices of Lien will be filed reflecting this security agreement for vehicles. The City's priority lien must be in full force and effect throughout the entire performance term of the City Purpose Covenant.

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

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

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

FUNDING PROCESS

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

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

Identification of Projects and Assignment of Managing Agency. The process of assigning a managing agency commencing a Project may not occur for several months after the date of appropriation. Recipients of capital grants should not expect to commence work with a City agency prior to such time. Although the recipient may commence spending its own funds at the time of appropriation, only the costs deemed to be eligible by the City, and which meet all the requirements of the contract, will be reimbursed at a later date. No City agency will act as the general contractor or construction manager for a construction Project, with the exception of Projects on City-owned property and certain cultural projects designated by the City's Department of Cultural Affairs. With the exception of the cases identified in the preceding sentence, it is the responsibility of the recipient organization to hire contractors and supervise the completion of Projects. No City agency will act as a buyer for any Moveable Property (except, in limited circumstances, the City's Department of Cultural Affairs for certain Cultural Projects). The following will be assigned to manage Projects (although OMB may, in its sole discretion, change such assignments):

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

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

Office of Management and Budget ("OMB") Approval. OMB must approve and issue a CP before a Funding Agreement may be entered into. Issuance of a CP by OMB shall indicate OMB's acceptance of the Project's compliance with the terms of these Guidelines pursuant to the MOU, including the exceptions thereto.

Registration. After all necessary approvals have been issued, a contract may be executed and sent to the City Comptroller for registration. Organizations should refrain from making purchases of Moveable Property or real property until after a contract has been registered. Any purchases made prior to such registration are made at the organization's risk. The City is under no obligation to reimburse an organization for purchases made prior to the registration of the Funding Agreement if such Funding Agreement is not ultimately registered or if such purchases do not comply with the terms of the Funding Agreement.

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

POST-FUNDING COMPLIANCE

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

EXHIBIT 2

FORM OF DECLARATION OF RESTRICTIVE COVENANT

FORM OF DECLARATION OF RESTRICTIVE COVENANT

Dated as of _____

By

[_____ Name of
Organization _____]

Location of Premises

Street Address:

City or Town:

County:

Block:

Lot:

After Recording, Return to:

[Address of City's applicable Project Managing Entity]

DECLARATION OF RESTRICTIVE COVENANT

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

W I T N E S S E I H

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

WHEREAS, Declarant operates _____ at the Premises; and

WHEREAS, _____ Declarant _____ desires _____ to _____ at the Premises ("Project"); and

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

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

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

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

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

binding upon Declarant and its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and/or users of the Premises.

1. CITY PURPOSE COVENANT. [THE FOLLOWING IS AN EXAMPLE OF A CITY PURPOSE COVENANT. EACH COVENANT MUST DESCRIBE THE PARTICULAR CITY PURPOSE BEING SERVED.] For a period commencing [FOR CONSTRUCTION PROJECTS ADD: upon Substantial Completion (as defined below) of the improvements contemplated by the Project] [FOR PROPERTY ACQUISITIONS ADD: upon acquisition of the Premises]¹⁴ and concluding thirty (30) years¹⁵ thereafter (the "Performance Term") Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and/or users of the Premises agrees as follows ("City Purpose Covenant"):

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

(a) [Insert City purpose being offered which must be approved by the Project Managing Entity and OMB]¹⁶;

(b) for purposes ancillary and incidental to the foregoing uses provided that such ancillary and incidental purposes relate to, promote, and do not derogate from, use of the Premises for the purposes authorized by Section 1(a) hereof;¹⁷ and

(c) for such other cultural, educational, artistic, community, social service or recreational use for the benefit of the people of the City as the City shall approve through the Mayor of the City of New York or the Mayor's designee.¹⁸

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

¹⁴ IF THE PROJECT INVOLVES BOTH PROPERTY ACQUISITION AND CONSTRUCTION THEN THE PERFORMANCE TERM SHOULD COMMENCE UPON SUBSTANTIAL COMPLETION OF THE CONSTRUCTION. IF THE PROJECT INVOLVES RECONSTRUCTION OF, OR UPGRADE TO, AN EXISTING BUILDING, THE PERFORMANCE TERM SHOULD COMMENCE UPON SUBSTANTIAL COMPLETION OF THE CONSTRUCTION WORK AND MAY BE BETWEEN 10 YEARS AND 25 YEARS DEPENDING ON THE EXTENT AND NATURE OF THE WORK AND THE BUILDING CLASS.

¹⁵ THE PERFORMANCE TERM IS DETERMINED IN EACH CASE BY OMB.

¹⁶ THIS PART IS REQUIRED

¹⁷ THIS SECTION CANNOT BE MODIFIED WITHOUT PRIOR APPROVAL FROM OMB COUNSEL

¹⁸ THIS SECTION CANNOT BE MODIFIED WITHOUT PRIOR APPROVAL FROM OMB COUNSEL.

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

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

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

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

The certification required by this Section shall be signed by the Chief Executive Officer of Declarant or that of the owner of the Premises at such time.

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

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

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

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

[ENTER ANY ADDITIONAL COVENANTS AS MAY BE APPROPRIATE]

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

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

(b) the execution, delivery, performance and recordation of this Declaration by Declarant has been authorized by all necessary corporate action of Declarant and does not and will not: (i) require any consent or approval by any Person (as defined below), (ii) contravene the charter or by-laws of Declarant, (iii) violate any provision of, or require any filing, registration, consent or approval under, any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Declarant or its affiliates, (iv) result in a breach of, or constitute a default or require any consent under, any indenture or agreement, lease or instrument to which Declarant is a party or its properties may be bound or affected, or (v) cause Declarant to be in violation of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award, or in default under any such indenture, agreement, lease or instrument.

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

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

5. RECORDING. Declarant shall file and record, or shall cause to be filed and recorded, immediately upon execution hereof, this Declaration in the Office of the City Register of the City of the New York, County of _____ ("Register's

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

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

(a) [Each of] the City [and the Project Managing Entity] is an interested party to this Declaration and Declarant consents to enforcement by either the City [or the Project Managing Entity] [or both], administratively or at law or equity, of the restrictions, covenants, obligations and agreements contained herein.

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

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

7. INDEMNIFICATION. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises agrees that it shall defend, indemnify and save the City [and the Project Managing Entity], and [its/their]

respective directors, officers, employees, agents and servants (collectively, the "Indemnitees") harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees and disbursements, that may be imposed upon, or incurred by, or asserted against, any of the Indemnitees resulting from the execution and delivery of this Declaration, the recordation thereof or the failure of Declarant or any of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and/or users of the Premises to perform or observe any restriction, covenant, obligation or agreement of this Declaration on its or their part to be performed or observed.

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

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

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

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

with copies to:

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

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

Name: _____
Title: _____
Address: _____

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

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

11. MISCELLANEOUS.

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

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

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

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

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

(f) Required Provisions of Law Controlling. It is understood and agreed that each and every provision of law required to be inserted in this Declaration should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Declaration shall forthwith, upon the application of the City [or the Project Managing Entity], be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of the City [or the Project Managing Entity].

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

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

[NAME OF DECLARANT]

By: _____
Name:
Title:

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

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

Notary Public

EXHIBIT A

PREMISES

(SEPARATE ATTACHMENT)

SAMPLE

EXHIBIT 3

FORM OF SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT

This instrument is made as of
_____, 200____, by

("Lienholder"), a _____,
having its principal place of business at
_____.

RECITALS

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

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

1. The Mortgage held by Lienholder shall be subject and subordinate to the Declaration.
2. Lienholder acknowledges that each of the City and [NAME OF APPLICABLE PROJECT MANAGING ENTITY] is relying on this instrument in its

determination to advance the Funding to Owner. Lienholder agrees that the Declaration shall have the same validity, priority, and effect as if executed, delivered and recorded prior to the date the Mortgage was executed, delivered and recorded, provided, however, that nothing in this instrument shall in any way alter, change or modify the terms and conditions of the Mortgage, or in any way release or affect the validity or priority of the Mortgage, except with respect to the Declaration as provided herein.

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

Entered into this _____ day of _____, 20__.

("Lienholder")

By: _____
Name:
Title:

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

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

Notary Public

My Commission Expires: _____

EXHIBIT A

FORM OF DECLARATION OF RESTRICTIVE COVENANT

(SEPARATE ATTACHMENT)

SAMPLE

EXHIBIT 4

FORM OF COMPLIANCE CERTIFICATE

**NEW YORK CITY
CERTIFICATION OF COMPLIANCE WITH DECLARATION OF RESTRICTIVE COVENANT**

NAME OF FUNDING RECIPIENT: _____
(Hereinafter referred to as the "Funding Recipient")

ADDRESS OF PREMISES: _____

BLOCK(S): _____

LOT(S): _____

PERFORMANCE TERM: _____ (years)

RESTRICTIVE COVENANT: Date of Declaration: _____ End Date: _____ Funding Amount: \$ _____

FILING DATE: _____

Instructions: An authorized officer of the Funding Recipient should read and complete the form to the best of his/her knowledge. **Where applicable, please insert an explanation in the provided field or provide a supplemental attachment.**

On the second anniversary of the Filing Date of the Declaration and on each second anniversary thereafter through and including the entire Performance Term of the Declaration, mail the completed compliance certification to **both** the New York City Office of Management and Budget ("OMB") and the applicable project managing agency (as detailed below) at:

(1) Attn.: Counsel's Office, Compliance Officer
New York City Office of Management and Budget
75 Park Place, 6th Floor
New York, NY 10007,

and

(2) Project Managing Agency:

(Insert address of New York City agency identified in Declaration)
--

Definitions: Defined terms utilized and not otherwise defined herein shall have the meanings assigned to such terms in the Declaration of Restrictive Covenant (the "Declaration") dated as of _____, 200_____, between the City of New York (the "City"), acting by and through its Project Managing Agency (as mentioned above) and the Funding Recipient in relation to the above-listed Premises.

FUNDING RECIPIENT'S CERTIFICATION:

I, _____ hereby certify by my signature below, that I am an authorized officer of the Funding Recipient. I certify that I have read and am fully cognizant of the Funding Recipient's duties and responsibilities under the Declaration as well as any and all other agreements entered into by the Funding Recipient and the City in relation to the Premises (such as a Funding Agreement, Grant Agreement, Pass Through Contract, Construction Contract, License, Lease, Concession, etc.

- 1) Funding Recipient holds, occupies and uses the Premises solely in conformance with the City Purpose Covenant: Yes ☐ No ☐
- 2) Funding Recipient has attached as Exhibit A, a detailed description of how the Premises are being used with an explanation of any additional or alternative uses or users beyond those set forth in the City Purpose Covenant: Yes ☐ No ☐
- 3) Funding Recipient has recorded the Declaration as the first priority lien interest on the title of the Premises: Yes ☐ No ☐
- a. The Premises have not incurred a lien or encumbrance of any kind with respect to the Premises other than a subordinate lien: Yes ☐ No ☐
- b. If "No" is the response, please explain: _____
- 4) Funding Recipient has not demolished or removed any improvements to the Premises, paid for in whole or part with City funds: Yes ☐ No ☐
- a. If "No" is the response, please explain: _____
- 5) If applicable, describe any improvements or changes to the portion of the Premises paid for in whole or in part with City funds: _____
- 6) Is any portion of the Premises used at any time for religious or sectarian activity, including religious worship, instruction, prayer or proselytization? Yes ☐ No ☐
- If "Yes", please answer a through d.
- a. Was such religious use or sectarian activity reviewed by the City prior to the execution of the Funding Agreement? Yes ☐ No ☐
- b. Describe the frequency and duration of such religious or sectarian use or rental. _____
- c. Describe the terms and conditions for how the portion of the Premises used for religious activities is also made available to the general public for use. _____
- d. Describe how the availability of such portion of the Premises is advertised or made known to the general public and specify where such advertisements have been made during the past year. _____

I hereby certify as of this date that the above representations and the supplemental attachments are true, accurate and complete to the fullest extent of my knowledge:

(Signature of authorized officer)

(Title)

(Date)

EXHIBIT A

Description of Compliance with the City's Public Purpose Covenant
(Explanation attached.)

EXHIBIT 5

FORM OF ASSIGNMENT OF SOFTWARE LICENSE AND CONSENT

The City of New York
[City agency]
[Address of City agency]

Dear Sirs and Madams:

Re: Funding Agreement dated as of _____, 20__ ("Funding Agreement") by and between The City of New York acting by and through its [City agency] (the "City") and _____ ("Funding Recipient"); Security Agreement dated as of _____, 20__ ("Security Agreement") by Funding Recipient in favor of the City; and License Agreement dated as of _____, 20__ (the "License Agreement") by and between the undersigned ("Licensor") and Funding Recipient.

Funding Recipient has advised Licensor that the City has provided funding ("Funding") to Funding Recipient pursuant to the Funding Agreement to finance the acquisition of certain equipment ("Equipment") and software ("Software") necessary to operate said Equipment. Licensor is the holder of all copyrights and trademarks and owns all rights, benefits and privileges appurtenant to the Software. Licensor has licensed the Software to Funding Recipient pursuant to the License Agreement.

Funding Recipient has further advised Licensor that it is a condition of the Funding that, among other things, for a period of five (5) years from the date of installation of the Equipment, Funding Recipient grant to the City a first priority lien on the Equipment, and that Funding Recipient collaterally pledge, transfer and assign to the City and/or the City's designee the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement. Accordingly, upon the occurrence of an Event of Default under the Funding Agreement, the City may avail itself of all of its rights against the Equipment under the Security Agreement, and the City and/or its designee shall be vested with all of the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement.

At the request of Funding Recipient, Licensor hereby consents to the pledge, transfer and assignment to the City and/or the City's designee of the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement for the remaining term of the License, provided that prior to exercising its rights with respect to the Software as collateral assignee of the License Agreement: (i) the City shall give notice to Licensor of the occurrence of an Event of Default under the Funding Agreement; and (ii) the City shall identify to Licensor the person or entity that will make use of the Software, including, name and address and such other information as Licensor shall reasonably request.

Licensor further agrees that the pledge, transfer and assignment to the City and/or the City's designee of the rights, benefits and privileges of Funding Recipient with respect to the Software, and the use thereof by the City and/or the City's designee during the Performance Term shall be at no cost whatsoever to the City and/or the City's designee.

Very truly yours,

[LICENSOR]

By: _____

Name:

Title:

Funding Recipient hereby collaterally pledges, transfers and assigns to the City and/or the City's designee all the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement. Accordingly, upon the occurrence of an Event of Default under the Funding Agreement and notice of the occurrence thereof by the City to Licensor as provided above, the City and/or its designee shall be vested with all of the rights benefits and privileges of Funding Recipient with respect to the Software under the License Agreement.

[FUNDING RECIPIENT]

By: _____

Name:

Title: