



May 27, 2026

Chair Farah N. Louis  
NYC City Council Subcommittee on Zoning and Franchises  
250 Broadway  
New York, NY 10007

**RE: DeWitt Clinton Park North, 801 Eleventh Avenue and 629 W 54<sup>th</sup> Street**

Dear Chair Louis and Subcommittee Members,

On behalf of the Association for a Better New York (ABNY), a non-profit dedicated to the advancement and support of New York City, I am writing to express our support for the proposed rezoning of the Dewitt Clinton Park North sites at 801 11th Avenue and 629 West 54th Street. The project represents a critical step forward in addressing New York City's ongoing housing crisis while delivering meaningful benefits to the local community.

The Chapman Group and Friedland Properties' proposed development will yield just over 1,000 new housing units, a full 25% of which will be designated as much-needed affordable units. At a time when the demand for housing far exceeds supply, projects like this are not just beneficial but essential. The additional residential use will also positively contribute to increasing the vitality and 24-7 nature to this corner of Manhattan.

Importantly, the project has been thoughtfully designed to minimize potential impacts on the surrounding neighborhood. For example, it will not cast shadows on Dewitt Clinton Park, preserving this much-loved public space for the community's enjoyment. Additionally, the new project is proposed without displacing the existing auto showrooms in the commercial space ensures the retention of high-paying local jobs and supports the area's economic activity.

Additionally, significant financial investment via the air rights purchase from the Hudson River Park Trust will directly support critical projects that enhance the park, ensuring it continues to thrive as a vital resource for all New Yorkers. This collaboration between private development and public infrastructure improvement is a model of responsible and community-centered urban planning. The Trust has been an incredible steward of this world-class park for decades and we are thrilled to see this project support its efforts, contributing to improvements in the park that visitors from across the entire city will benefit from.

We urge the Council to support the requested actions and thank you for considering our support.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Purkey", written in a cursive style.

Chad Purkey  
Vice President



**Open New York Testimony before the New York City Council**  
**Subcommittee on Zoning and Franchises RE Monitor Point and Dewitt Clinton**  
**May 27, 2026**

Good morning, I'm Jack Connors, City Legislative Manager at Open New York – a statewide, grassroots advocacy group that advocates for abundant homes and lower rents. Thank you Chair Louis and members of the committee for the opportunity to speak in support of land use items 67-77, Monitor Point and Dewitt Clinton. Combined, these projects would construct more than 2,100 new homes – 700 of them affordable.

In the seven years since talks around Monitor Point began our housing crisis has only worsened and New Yorkers have made it clear that they're tired of the financial stress our city's ever-increasing rents creates in their lives, tired of seeing friends, family, and neighbors displaced because of rising housing costs, and tired of being unable to see a future for themselves and their families in a city they love because it doesn't seem to love them back.

That's why this past November New Yorkers went to the polls in unprecedented numbers and said Yes to Affordable Housing. In a city where disagreement is a way of life, New Yorkers handed ballot questions two through five the highest yes vote of any odd year ballot proposition this millenium. The message is clear: voters want a lot more homes built, *quickly*.

Sites like Monitor Point and Dewitt Clinton are exactly the places we need to be building housing all across the city: close to transit, in a high-amenity area with good jobs, and on underutilized land that currently houses no housing and no greenspace. Further delay of Monitor Point will leave it walled off to the community, as it was for decades as a MTA Mobile Wash Unit depot, with no plan to move forward. In Chelsea, residents would have to wait for improvements to nearby green space.

I urge you to vote yes on these proposals: yes to housing, yes to greenspace, and yes to a city New Yorkers can afford. Thank you for the opportunity to testify today.

**CONTACT:** Jack Connors, City Legislative Manager | [REDACTED]

###

**Testimony of Noreen Doyle**  
**President & CEO, Hudson River Park Trust**  
**Regarding DeWitt Clinton Park North Land Use Applications**  
**(801 Eleventh Avenue and 629 West 54th Street)**  
May 27, 2026

Good morning. My name is Noreen Doyle and I am the President and CEO of the Hudson River Park Trust. I am speaking today regarding both DeWitt Clinton Park North projects – 801 Eleventh Avenue and 629 West 54<sup>th</sup> Street. Thank you for the opportunity to testify.

As you may know, the Trust is a legislatively created partnership between New York State and New York City created for the purpose of designing and building Hudson River Park along four miles of the Manhattan shoreline and operating the park on a financially self-supporting basis to the extent practicable. The Special Hudson River Park District is a valuable tool that has to date generated approximately \$151 million for park infrastructure from three previous development rights transfers. The Trust has used these funds to perform essential structural repairs at Pier 40, to construct new public restrooms in Chelsea, to help build a new public park pier at Pier 97 in Hell’s Kitchen, and to advance park improvements that are currently in design between West 29<sup>th</sup> and 44<sup>th</sup> Streets.

In consultation with Manhattan Community Board 4 (CB4), the Trust has identified Pier 76 as the priority use for the contemplated development rights proceeds under from the two transfers contemplated in the projects under consideration. Pier 76 is located opposite the Javits Convention Center in an area that has very little public open space. Until 2021, when it became part of Hudson River Park, Pier 76 was used by NYPD as Manhattan’s tow pound. Today, it is essentially a large swath of asphalt, measures more than 5.5 acres, and is supported by 6,500 wooden piles that are deteriorating as I speak. It needs to be completely rebuilt which, given its scale, will be very costly. The Trust has secured a commitment of \$85 million from NYS towards this goal, and we are working towards an eventual match from NYC as well as funding provided by the Trust, including the proceeds from the sale of development rights that may be authorized under these projects.

Unlike previous transfers, the Trust is not able to advance its own legislatively required public significant action process concurrently with ULURP

as the developers do not yet have a committed closing or construction schedule for their projects. For this reason, and with the encouragement of CB4 and the cooperation of the developers, the Trust has built certain protections into its agreements, including establishing minimum prices for eventual purchases and securing a commitment from the developers that they will not look elsewhere to purchase the development rights. In response to questions from CB4 related to their review of the two ULURP applications, the Trust wrote to CB4 Chair Leslie Boghosian Murphy on January 30, 2026 letter, in part as follows:

“Given uncertainty around timing, the Trust has negotiated a separate protective agreement with the developers, supplementing the Department of City Planning restrictive declaration that will condition access to approved FAR and use rights on payment to the Trust. Under this agreement, if during the term of the special permit (including potential extensions) the City approves zoning changes affecting the receiving sites, or if transferable development rights from other sources become available that would allow additional development beyond what was permitted as-of-right prior to ULURP approval, the developers would nonetheless remain obligated to proceed under the ULURP special permit and to purchase the authorized quantity of development rights from the Trust. This provision ensures that payment supporting critical park improvements cannot be avoided if the developers elect to proceed during this ten-year period.”

For your further information, and the record, I have attached copies of the referenced protective agreements, one between the Trust and 760 12th LLC (for the development at 629 West 54th Street) and the other between the Trust and 801 11th Ave., LLC (for the development at 801 11th Avenue).

Should the developers elect to proceed following assumed ULURP approvals, the Trust must conduct its own mandatory public review process and complete appraisals to determine values of the development rights. At that time, in the quite unlikely event that the development rights proceeds are no longer needed for Pier 76 given the scale of needs I have described, the Trust has committed to engage in a future discussion with CB4 and others about their desires for the use of the transfer proceeds within the CB4 section of the Park, focusing first on the Hell’s Kitchen area as has been requested.

Again, thank you for this opportunity to share how the proposed projects could benefit public open space for all New Yorkers and visitors.

Agreement

BETWEEN

**HUDSON RIVER PARK TRUST**, having an office at Pier 40, 353 West Street, 2nd Floor,  
New York, NY 10014

AND

**760 12TH LLC**, having an office at c/o Friedland Properties, 500 Park Avenue, 11th Floor, New  
York, NY 10022

August 27, 2025

Block: 1102

Lot: 11

County: New York

Recording Requested By and When Recorded Return To:

Herrick, Feinstein LLP  
Two Park Avenue  
New York, New York 10016  
Attention: Michael A. Smith, Esq.

## AGREEMENT

This AGREEMENT (this “Agreement”) made and effective as of August 27, 2025 by and between **HUDSON RIVER PARK TRUST**, having an office at Pier 40, 353 West Street, 2nd Floor, New York, NY 10014 (“HRPT”), and **760 12TH LLC**, having an office at c/o Friedland Properties, 500 Park Avenue, 11th Floor, New York, NY 10022 (“Developer”).

### WITNESSETH

A. HRPT is the owner of the real property and improvements thereon (collectively, the “Granting Sites”) known as Chelsea Piers (designated as Manhattan Block 662, part of Lots 11, 16, and 19 and part of Marginal Street, Wharf or Place), Piers 81/83 (designated as Manhattan Block 1107, part of Lots 5 and 14), and Pier 98 (designated as part of Manhattan Block 1109, Lot 25), each such designation on the Tax Map of the City of New York, County of New York (the “Tax Map”).

B. Developer is the owner of the real property and improvements thereon (the “Receiving Site”) known as and located at 629 West 54th Street, New York NY 10019 (designated as Lot 1102 in Block 11, on the Tax Map).

C. HRPT and Developer are parties to that certain Non-Binding Letter of Intent dated as of June 16, 2025 between HRPT and Developer (the “LOI”), contemplating the sale by HRPT (as seller) to Developer (as purchaser) of certain excess development rights from the Granting Sites to the Receiving Site, as more particularly set forth in the LOI (the “HRPT Transaction”).

D. To facilitate the HRPT Transaction, certain support by HRPT is required for those certain ULURP application Nos. 260060 ZMM (the “Map Amendment”), 260061 ZSM (the “Special Permit”), and 260062 ZRM (the “Text Amendment”) (collectively, the “Land Use Application”), which, if approved by the New York City Planning Commission and City Council (the “Land Use Approval”), would benefit the Receiving Site and enable the HRPT Transaction.

E. Developer is willing to agree to the restriction set forth in paragraph 1 of this Agreement, in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, HRPT and Developer hereby agree as follows:

1. **Restriction.** In consideration for HRPT’s support of the Land Use Application, which support will include, at HRPT’s sole cost, participation and testimony in public forums and the preparation of written statements for submission at hearings by HRPT staff as may be necessary and appropriate that describe and endorse the potential benefit to HRPT to be derived from the receipt of the transfer proceeds in respect of the HRPT Transaction contemplated in the LOI, should either (1) an area-wide or other zoning change come into effect during term of the Land Use Approval including any potential extension to such term (i.e., for a 10-year period following Land Use Approval) (the “Restricted Period”) or (2) transferrable development rights other than those from the Granting Sites become available for use at the Receiving Site (either of “(i)” or

“(ii)”, an “Alternative Method”), which would enable Developer to undertake a redevelopment of the Receiving Site that is not limited to the uses and bulk permitted on an as-of-right basis under the zoning that was in effect prior to the date of the Land Use Approval, then, notwithstanding such Alternative Method, and provided that HRPT commits to the HRPT Transaction as set forth in the LOI following Developer’s notice that it has elected to proceed, Developer agrees that Developer shall during such Restricted Period make use of the Special Permit as part of the Land Use Approval rather than such Alternative Method and purchase excess development rights from HRPT as part of the HRPT Transaction in the quantity authorized pursuant to the Land Use Approval and at such purchase price established in accordance with the procedure set forth in the LOI.

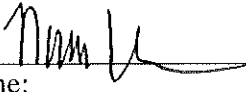
2. **Recordation.** This Agreement may be recorded at any time after the Land Use Approval, and shall be binding on Developer and its successor(s) during the Restricted Period; provided, however, (i) if Developer complies with the terms set forth in this Agreement this Agreement shall be released and extinguished by recorded instrument executed by HRPT upon the purchase of excess development rights from HRPT as part of the HRPT Transaction, or (ii) if the Land Use Approval is invalidated as a result of litigation this Agreement shall be similarly released and extinguished without consummation of HRPT Transaction. Without limiting the foregoing, each of Developer and HRPT agrees that all actions which are necessary to effectuate such recordation and release will be taken promptly and in good faith by (as the case may be) Developer or HRPT, and Developer or HRPT shall furnish the other party with such documents or further assurances as such party may reasonably request from time to time.

3. **Miscellaneous.** This Agreement, constitutes the entire agreement of the parties regarding its subject matter, and supersedes any and all prior and collateral negotiations, agreements and understandings, whether written or oral regarding the subject matter hereof. This Agreement is binding on all parties who lawfully succeed to the rights or take the place of Developer. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument. PDF scanned signatures shall be deemed original signatures. Each party and all persons executing this Agreement on behalf of such party jointly and severally represent and warrant to the other party that such persons are authorized to do so and that such execution hereof is the binding act of such party enforceable against such party. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed in all respect in accordance with the laws of the State of New York applicable to contracts made and to be performed therein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have set their hand and seal on the date written above.

**HRPT:  
HUDSON RIVER PARK TRUST**


By:   
Name:  
Title:

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 20 day of August in the year 2025 before me, the undersigned, personally appeared Noreen Doyle, 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.



Signature and Office of individual taking acknowledgment



**DEVELOPER:  
760 12TH LLC**

By: William Friedland  
Name: William Friedland  
Title: manager

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 26<sup>th</sup> day of August in the year 2025 before me, the undersigned, personally appeared William Friedland, 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.

Keri Shapiro  
Signature and Office of individual  
taking acknowledgment

KERRI SHAPIRO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SH6097742  
Qualified in Queens County  
My Commission Expires August 25, 2027

[Signature Page to 629 West 54th Street Agreement]

Agreement

BETWEEN

**HUDSON RIVER PARK TRUST**, having an office at Pier 40, 353 West Street, 2nd Floor,  
New York, NY 10014

AND

**801 11TH AVE., LLC**, having an office at c/o Chapman Properties, 770 Lexington Avenue,  
11th Floor, New York, NY 10010

August 27, 2025

Block: 1103

Lot: 36

County: New York

Recording Requested By and When Recorded Return To:

Herrick, Feinstein LLP  
Two Park Avenue  
New York, New York 10016  
Attention: Michael A. Smith, Esq.

## AGREEMENT

This AGREEMENT (this "Agreement") made and effective as of August 27, 2025 by and between HUDSON RIVER PARK TRUST, having an office at Pier 40, 353 West Street, 2nd Floor, New York, NY 10014 ("HRPT"), and 801 11TH AVE., LLC, having an office at c/o Chapman Properties, 770 Lexington Avenue, 11th Floor, New York, NY 10010 ("Developer").

### WITNESSETH

A. HRPT is the owner of the real property and improvements thereon (collectively, the "Granting Sites") known as Chelsea Piers (designated as Manhattan Block 662, part of Lots 11, 16, and 19 and part of Marginal Street, Wharf or Place), Piers 81/83 (designated as Manhattan Block 1107, part of Lots 5 and 14), and Pier 98 (designated as part of Manhattan Block 1109, Lot 25), each such designation on the Tax Map of the City of New York, County of New York (the "Tax Map").

B. Developer is the owner of the real property and improvements thereon (the "Receiving Site") known as and located at 801 11th Avenue, New York NY 10019 (designated as Lot 1103 in Block 36, on the Tax Map).

C. HRPT and Developer are parties to that certain Non-Binding Letter of Intent dated as of June 16, 2025 between HRPT and Developer (the "LOI"), contemplating the sale by HRPT (as seller) to Developer (as purchaser) of certain excess development rights from the Granting Sites to the Receiving Site, as more particularly set forth in the LOI (the "HRPT Transaction").

D. To facilitate the HRPT Transaction, certain support by HRPT is required for that certain ULURP Special Permit application No. 260060 ZSM (the "Land Use Application") which, if approved by the New York City Planning Commission and City Council (the "Land Use Approval"), would benefit the Receiving Site and enable the HRPT Transaction.

E. Developer is willing to agree to the restriction set forth in paragraph 1 of this Agreement, in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, HRPT and Developer hereby agree as follows:

1. **Restriction.** In consideration for HRPT's support of the Land Use Application, which support will include, at HRPT's sole cost, participation and testimony in public forums and the preparation of written statements for submission at hearings by HRPT staff as may be necessary and appropriate that describe and endorse the potential benefit to HRPT to be derived from the receipt of the transfer proceeds in respect of the HRPT Transaction contemplated in the LOI, should either (1) an area-wide or other zoning change come into effect during term of the Land Use Approval including any potential extension to such term (i.e., for a 10-year period following Land Use Approval) (the "Restricted Period") or (2) transferrable development rights other than those from the Granting Sites become available for use at the Receiving Site (either of "(i)" or "(ii)", an "Alternative Method"), which would enable Developer to undertake a redevelopment of

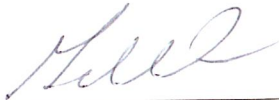
the Receiving Site that is not limited to the uses and bulk permitted on an as-of-right basis under the zoning that was in effect prior to the date of the Land Use Approval, then, notwithstanding such Alternative Method, and provided that HRPT commits to the HRPT Transaction as set forth in the LOI following Developer's notice that it has elected to proceed, Developer agrees that Developer shall during such Restricted Period make use of the Special Permit as part of the Land Use Approval rather than such Alternative Method and purchase excess development rights from HRPT as part of the HRPT Transaction in the quantity authorized pursuant to the Land Use Approval and at such purchase price established in accordance with the procedure set forth in the LOI.

2. **Recordation.** This Agreement may be recorded at any time after the Land Use Approval, and shall be binding on Developer and its successor(s) during the Restricted Period; provided, however, (i) if Developer complies with the terms set forth in this Agreement this Agreement shall be released and extinguished by recorded instrument executed by HRPT upon the purchase of excess development rights from HRPT as part of the HRPT Transaction, or (ii) if the Land Use Approval is invalidated as a result of litigation this Agreement shall be similarly released and extinguished without consummation of HRPT Transaction. Without limiting the foregoing, each of Developer and HRPT agrees that all actions which are necessary to effectuate such recordation and release will be taken promptly and in good faith by (as the case may be) Developer or HRPT, and Developer or HRPT shall furnish the other party with such documents or further assurances as such party may reasonably request from time to time.

3. **Miscellaneous.** This Agreement, constitutes the entire agreement of the parties regarding its subject matter, and supersedes any and all prior and collateral negotiations, agreements and understandings, whether written or oral regarding the subject matter hereof. This Agreement is binding on all parties who lawfully succeed to the rights or take the place of Developer. This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument. PDF scanned signatures shall be deemed original signatures. Each party and all persons executing this Agreement on behalf of such party jointly and severally represent and warrant to the other party that such persons are authorized to do so and that such execution hereof is the binding act of such party enforceable against such party. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed in all respect in accordance with the laws of the State of New York applicable to contracts made and to be performed therein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**DEVELOPER:**  
**801 11TH AVE., LLC**

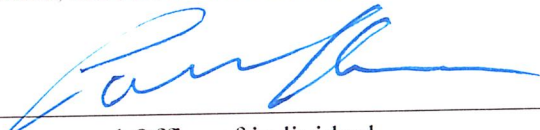
By:   
Name: Gordon Hamm  
Title: MEMBER

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

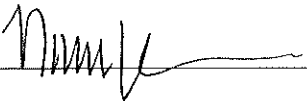
On the 20 day of August in the year 2025 before me, the undersigned, personally appeared Gordon Hamm, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same 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.

  
Signature and Office of individual  
taking acknowledgment

PATRICIA HAMM  
Notary Public State of New York  
No. 01HA6163858  
Qualified in New York County  
Commission Expires July 19, 2027

IN WITNESS WHEREOF, the parties have set their hand and seal on the date written above.

**HRPT:  
HUDSON RIVER PARK TRUST**

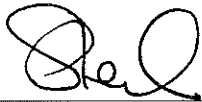
By:   
Name:  
Title:

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 20 day of August in the year 2025 before me, the undersigned, personally appeared Noreen Doyle, 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.



Signature and Office of individual  
taking acknowledgment



[Signature Page to 801 11th Avenue Agreement]



---

**[EXTERNAL] Support for DeWitt Clinton Park North and Monitor Point**

---

**From** William Meehan [REDACTED]  
**Date** Tue 5/26/2026 8:53 AM  
**To** Land Use Testimony <landusetestimony@council.nyc.gov>

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspected phishing emails with the Phish Alert Button or forward them to [phish@oti.nyc.gov](mailto:phish@oti.nyc.gov) as an attachment.

To the Land Use Committee:

I am writing as a NYC resident asking for you to please approve all of the rezonings on the agenda for May 27: DeWitt Clinton Park North (801 Eleventh Ave and 629 West 54th St) and Monitor Point. I think they would both be welcome additions to their respective neighborhoods.

The rezonings north DeWitt Clinton Park would both help bring housing to a neighborhood that desperately needs new housing options. Hell's Kitchen severely lacks new housing thanks to the Special Clinton District. I think it's important that we maximize the potential of formerly industrial land when it is so close to Midtown jobs.

I lived in North Williamsburg in 2020 and 2021, so I became very familiar with the waterfront during my many pandemic walks. I think that Monitor Point would be a great improvement to the waterfront. I appreciate that it would replace the physically imposing bus depot with mixed-income housing and connect the waterfront to the newly opened segment of Bushwick Inlet Park. I ask that you not try to increase the percentage of income-restricted units to a point that would make the project financially infeasible, because I think it's very important that it gets built.

Thank you,  
William Meehan