

Statement of Julius Tajiddin

February 25, 2008

Dear Planning, Dispositions and Concessions Subcommittee Members:

I am a community resident that sits on CB 10's Land Use Committee. There was a CB 10 Land Use meeting held on February 21, 2008. I had a conflicting meeting at the Borough President's office that evening. I decided to still attend the Land Use meeting arriving late.

I learned that evening that the present application was again before the committee seeking approval for the development project that is before you this afternoon.

Because I missed HPD's presentation I abstained my vote in the matter. I have since been filled in on what transpired with the Futterman project's presentation. I learned that under no circumstances is property interest that Shaun Covington acquired in a property interest transfer from Neighborhood Partnership Housing Development Fund, which was granted to them by the City via HPD is to be merged with Futterman's project. This means for all who do not know that any air rights or lot owned by Shaun Covington in Block 1928 originally acquired by the Neighborhood Partnership Housing Development Fund from HPD, the block where Futterman's project sits, cannot transfer over to Futterman's project. This is because those property interests were acquired from the NPHDF with an agreement that strictly prohibits transferring such properties to someone else not bound to the same restrictions in the 1st agreement between NPHDF and HPD.

So it doesn't matter if Futterman does not use air rights from Lots 61, 1 and 2 from Block 1928. Any other lot on that block that Covington acquired an interest in from NPHDF cannot be used toward Futterman's project. This is because Covington acquired interests in those lots in the same bundle under the same agreement with the same restrictions.

However, there is still a problem in all of this. When Futterman first presented his project to the Land Use Committee then on to the Board his project which included 89 condominium units were in anticipation of him getting the air rights from Covington (Lots 61, 1 and 2). While he knows what his rights are in building as of right, to get the 89 units and other things required with bulk, density and spacing he needs the two lots from the City and the air rights from Covington, otherwise he cannot build his 89 unit condominium development. In other words he needs a certain amount of bulk, density, open space to pull off the 89 units with two sublevel parking and storage garages. Without those air rights he needs to reconfigure or alter his plans.

The City already rezoned Frederick Douglass Blvd in part, but still where his property is located, in 2003. He wants to do more. That's like if 125th Street gets rezoned the way the Department of City Planning wants someone is not going to be satisfied and will want to build bigger. Then what was the purpose of rezoning FDB? Just let people apply for individual zoning map changes.

My feeling is that there is no way that Futterman or Covington did not know this. Because it is glaringly noticeable in the controlling agreements. That nite Futterman did not provide the Committee with any new drawings. So even though he told the Committee that he wasn't going to use Covington's properties ~~or~~ or those properties he said he was going to use, he still did not show the Committee a new configuration. But we are still here today talking about the same 89 units with no changes to the plan.

Furthermore, HPD has not presented the community with a plan showing how and when a business enterprise, which must be controlled by members of minorities of the community, will get involved with this project, pursuant to General Municipal Law, Article 16, Section 691. Nor

has HPD presented a draft of any Land Disposition Agreement that goes along with UDAAP property.

Yours truly,

Julius Tajiddin

We have to make people come to us right. If they come honest I will not be a hinderance in most cases, as long as the community's well wishes are at heart. But no matter how low he is making the units ~~he is still getting more than he bargained for~~. He's getting free lots from the City. True, 50% of the units coming from those City lots have to be affordable, but he's getting 100% of the profit. That's just a statutory restriction in order to get those free lots. ~~And he would be getting~~
~~most of the profit outside of the statutory restriction that he would be getting~~

offering to

Julius Tajiddin
P.O. Box 1683
New York, NY 10009

February 6, 2008

To: The Planning, Disposition and Concessions Sub-Committee of the City Council Land Use Committee

Re: HPD Application C 080043~~7~~ and related actions

Dear Sub-Committee Members:

I am submitting written material (Documents, etc.) for you to consider supporting my disapproval of HPD's application - C 080043~~7~~PQM - and to warrant your disapproval of same, which seeks to give City owned property - Block 1928, lots 63 and 64 - to RGS Holdings LLC for the purpose of building a 12 story mixed use building. The residential portion of the project is designed for approximately 89 condominium units.

While there is no need to go into every aspect of this project I believe that the application is one of a UDAAP designation and ULURP. The proposal seeks a change in the zoning map from R8 to R8A. This may or may not be the case. And there is reason for me not knowing absolutely. That is because there is so much else going on with this project and a lot of other confusion. But it seems that if there is a transfer of air rights involved to make a bigger building and that increase in bulk and density will change the zoning, even though it could be legally possible to transfer air rights, because of the fact that there will be a zoning change that issue must be addressed by way of a ULURP application. But this is hardly the critical issue in this case.

Background

This application came before Community Board 10's Land Use Committee after it was certified sometime in September 2007. To avoid making this presentation burdensome I will briefly state what ensued. To elaborate I will submit instead the letter submitted to the City Planning Commission which was filed with same supporting my oral testimony given on December 19, 2007. See **Attachment A**.

The Land Use Committee voted against this project because of concerns with the affordability of the units and the safety of an onsite parking garage at this particular site. There was also a concern about the transferring of air rights because the presentation of such transfer wasn't clear.

The developer was requested to have those issues worked out by the next General Board meeting if he and HPD expected the Committee Board members' support. These issues were not worked out. Instead, there appeared to be some underhandedness going on. See Attachment A. As a result the full Board voted against this project.

Thereafter the matter went to the Manhattan Borough President for approval. The MBP did approve the application; however, he did so without considering CB 10's reasons for disapproving the

Re: HPD Application C 080043

application. Although it might be looked at that the MBP did not have a qualifying letter from CB 10 to go on the fact that he has representatives at all of these kind of meetings, at least the General Board ones, he should have known that the community board had good reasons to disapprove of the application. In any even, his justification for approving this application is short of qualifying merit.

The application then went on to the City Planning Commission. City Planning failed to consider the oral and written testimonies of the opposition. I say this with confidence because when you look at Attachment A and see how the Commission characterized the three speakers opposing the application it is clear that the affordability issue (not what HPD is required to do by law) for Harlem residents, parking issue and transfer of air rights were not even taken into consideration but rather blatantly dismissed. This violates due process. See **Attachment B, City Planning Commission's decision for approval.**

Parking

The onsite parking garage is not mandatory under current zoning laws. It can be waived if additional parking would generate more traffic than desirable, is unsafe and mass transit is available. Such is the case and this was repeated over and over. See **NYC Zoning Handbook: Zoning Today, Chapter 2, pages 4-5.**

The Transfer of Air Rights Issue

It has since come to my attention and now resolved that the transfer of air rights which would be necessary in order to build this project as presented before you today and I believe change the zoning map to R8A from a R8 cannot take place because Mr. Shaun Covington, the property owner of Lots 61, 2 and 1, can't transfer the air rights. These properties were part of a building bundle conveyed to the **Neighborhood Partnership Housing Development Fund**, a not-for profit, for the sum of **One Dollar** per building and subject to the restrictions set forth in the Deed, by the City of New York, acting by and through its **Department of Housing Preservation and Development**, pursuant to Article 16 of the General Municipal Law, for the redevelopment of the Disposition Area (the building bundle) as an Urban Development Action Area Project, pursuant to Section 694 of the General Municipal Law. See **Attachment C, Deed dated July 8, 1997 between HPD and NPHDF.**

This development project consisted solely of the rehabilitation or conservation of existing private or multiple dwellings or the construction of one to four unit dwellings without any change in land use permitted by existing zoning. See second page of deed, 4th Paragraph.

Furthermore, failure to complete 95% of the value of Construction in accordance with the Approved Plans, as such percentage and compliance are determined by HPD, on or before the Completion Date, and Prohibited Transfer without the prior written consent of HPD created a Default. See Page 3 of Deed.

And there is to be No Transfer of any property interests prior to issuance of a certificate of completion for the entire project except in accordance with Article III of the Land Disposition Agreement associated with this deed. I have provided you with one copy of the LDA, See such attachment.

Re: HPD Application C 080043

Also, see Page 6 where it states that there is to be no covenant, term, provision in any respect merged with this deed.

The foregoing was approved by the City Council via **Resolution No. 2023**.

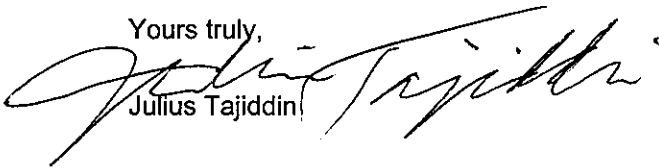
Be that as it may, despite any appearance of default, although NPHDF transferred these properties to **C&C Management, L.P.**, a New York limited partnership, **it did so subject to all encumbrances thereon, including, without limitation, those restrictions contained in that certain deed** between the City of New York, acting through HPD and NPHDF, dated July 8, 1997. See **Attachment D, Deed between C&C Management and NPHDF, dated December 13, 2001.**

At this time I would bring to your attention that Lot 1 has not been developed at all pursuant to the terms of the original deed but sits as a park and it is debatable if the property sitting on Lot 2 was ever renovated at all since its transfer to NPHDF.

Conclusion

As made clear by all the documents I have provided you the biggest problem we have before you today is the transfer issue because the developer needs the air rights of Lots 1, 2 and 61 to build this project, notwithstanding the lots he desires from the City. Therefore, the Planning, Dispositions and Concessions subcommittee cannot recommend this project for approval because this project is not a project that can be built the way it has been presented. Everything is now different than when the plan was first certified or doesn't even come close. As made clear under Article III of the LDA, Section 301, the properties conveyed to NPHDF were not to be held for speculation for obvious reasons. To name one, the City didn't give these properties to a non profit to aid it in a get rich scheme at the community's expense, especially when there is a high unemployment rate among Black men in Harlem and the median household income in Harlem is less than \$25K. Moreover, this is not the forum to straighten things out because none of this is before the community. We cannot try to interpret due process in bad faith.

Yours truly,


Julius Tajiddin