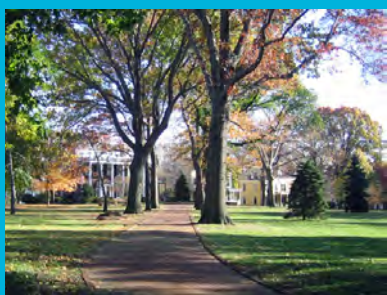
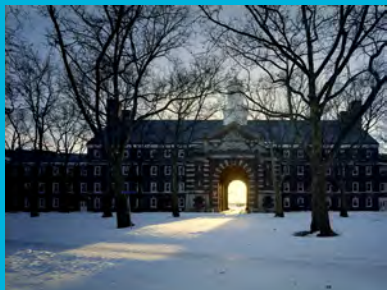


THE TRUST FOR  
GOVERNORS ISLAND



# DEVELOPMENT OPPORTUNITIES ON GOVERNORS ISLAND

Request for Proposals to redevelop historic buildings  
for educational, cultural, and commercial uses.

ISSUED:	DECEMBER 10, 2012
INFORMATION SESSION:	DECEMBER 19, 2012
QUESTIONS DUE:	JANUARY 15, 2013
RESPONSES DUE:	MARCH 14, 2013

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# I. EXECUTIVE SUMMARY

Located in the middle of New York Harbor, Governors Island is a remarkable opportunity – 172 acres of picturesque, verdant island only minutes away from both Manhattan and Brooklyn. It is easily accessible by ferry.

Just a few short years ago, few people knew about the Island, a deserted military base. Now, it is a popular seasonal oasis offering a diverse and unusual array of art and culture, recreation and relaxation. Over a million people have come to Governors Island for art exhibits, rock concerts, food truck festivals, and Jazz Age lawn parties; or they have come with their bicycles and a picnic to enjoy the quiet spaces and amazing views.

The Island is already home to two year-round tenants, the Urban Assembly New York Harbor School, a New York City public high school for 430 students, and an artist studio residency program managed by the Lower Manhattan Cultural Council (“LMCC”). Both tenants have taken advantage of the Island’s historic buildings and unique Island setting for their educational and artistic endeavors.

Regular Island tenants take a free, seven-minute trip across the Harbor from the historic Battery Maritime Building (“BMB”) in lower Manhattan during the work week. On summer weekends, the public also takes boats from Brooklyn, Queens, and east Midtown – either the East River Ferry, or the free ferries from the BMB or Pier 6 in Brooklyn Bridge Park. As the Island’s popularity and year-round uses grow, the frequency, hours of operation, and geographic coverage of ferry service will increase.

The vision for Governors Island is a vibrant, publicly accessible, 24-hour community with a diverse mix of uses. The existing tenants and the wealth of public programming start to realize this vision, but the possibilities for the future remain wide open.

Now, with many significant capital improvements underway, Governors Island presents an amazing opportunity for innovative enterprises to build on the Island’s spirit and attributes, and establish a presence on the Island. The Trust for Governors Island (“The Trust”) owns 150 acres of the Island (referred to as the “Island Property”) and is responsible for its development and operations. **The Trust is pleased to release this Request for Proposals (“RFP”) for the redevelopment and renovation of over 40 existing historic buildings on Governors Island for educational, cultural, and commercial uses. Further information and a map of the buildings can be found in Section II and Exhibit I.**

The Historic District of Governors Island is composed of a wonderful collection of 19th and early 20th century buildings set in a park-like landscape with mature trees, natural topography, and broad vistas of both the verdant island and its urban backdrop. These handsome historic structures were built for administrative, residential, and community purposes and offer abundant possibilities for renovation and reuse.

The new public spaces have been designed to meet the challenges of a 100-year flood and

were not adversely affected by Superstorm Sandy – nor were the buildings in the Historic District flooded.

The Trust invites leading organizations and enterprises to imagine and invest in new uses for these beautiful buildings, including, but not limited to, classrooms, research facilities, studios, exhibition and program spaces, offices, student dorms, faculty housing, retail stores, and restaurants.

To assure that the Island can fulfill its long term potential, the Bloomberg Administration is investing more than \$260 million to remake Governors Island into an extraordinary real estate opportunity. The Bloomberg Administration's exceptional investment is bringing the Island into the 21st century through the construction of a new park and public spaces, reconstruction of the Island gateways, and a comprehensive infrastructure program that readies the Island for expanded and modernized year-round 24/7 uses.

Designed by the internationally recognized landscape architecture firm West 8, the first phase of the Governors Island's Park and Public Space Plan is currently under construction. Phase 1 will add key visitor amenities throughout the Historic District and replace 30 acres of derelict landfill on the Island's southern end with glorious new landscapes featuring thousands of new trees, lively plazas, play areas and ball fields. These new areas will open in 2013. The new park and public spaces, available to all tenants of the Island, will serve as an anchor and significant amenity for the full development of the Island.

Simultaneous with the construction of the new park and public spaces, the \$260 million capital program will also upgrade the Island's utilities and infrastructure to facilitate development and tenancies. By 2014, the Island will feature modern electrical and telecommunication utilities, a rebuilt seawall and stormwater system, additional investment in historic stabilization, and upgraded ferry docks. Most notably, a new water main and distribution system will provide potable water to buildings in the Historic District.

Phase 1 of the Park and Public Space Plan and all infrastructure projects are fully funded, and are currently in either the design or construction phases. These improvements are outlined in greater detail in Section III of this RFP.

With these two concurrent sets of investments underway, the Island offers an exceptional development prospect. With immediate access to the new surrounding park and public spaces and significantly upgraded infrastructure, the Historic District is an outstanding chance for entrepreneurial developers to create marquee projects and bring new life to this unique Island. This investment will extend and expand on the Island's current momentum, and help fulfill its future. Equally as important, partners with the vision to invest in Governors Island now have a unique opportunity to set the stage for the Island's future development.

This remarkable opportunity is offered by The Trust for Governors Island, the nonprofit 501(c)3 organization that owns and operates 150 acres of the Island Property. All tenants will execute leases with The Trust as landlord. As landlord, The Trust will continue to manage the Island Property and facilitate or directly provide certain Island-wide services. Details of The Trust's operations are included in Section IV.

The Trust is also responsible for the Island Property's future redevelopment, and will be responsible for all aspects of this and future RFPs.

## II. THE DEVELOPMENT OPPORTUNITY

**The Trust for Governors Island is pleased to offer over 40 buildings in the Historic District of the Island for adaptive reuse for educational, cultural, and commercial uses. Further information and a map of the buildings can be found below, and in Exhibit 1, attached at the end of this RFP.**

From the time of the initial transfer of 150 acres of the Island from the federal government in 2003, Governors Island has always been understood as a redevelopment project and as an economic and cultural development opportunity for the City of New York (“the City”) and the region. Ultimately, the Island will be open 24 hours a day, 7 days a week, with an unparalleled park and a diverse mix of educational, cultural, and commercial uses. It will be a vibrant, productive, active community. These uses will be both private and public, and housed in renovated and re-used historic buildings as well as areas set aside for new construction in the southern half of the Island.

A variety of users are invited to apply, including universities and 6-12 schools, cultural institutions, performing arts organizations, and business enterprises. Both nonprofit and for-profit entities are welcome.

The goal of this RFP is to generate proposals for the renovation and reuse of existing Historic District buildings for a broad array of educational, cultural, and commercial uses. Educational uses are defined to include classrooms, offices, dorms, support spaces, and other program spaces and related uses for private and public 6-12 and higher education institutions. Cultural uses include art studios, exhibition spaces, and performance rehearsal spaces. Commercial uses compatible to the Island’s character and existing activity, such as retail, office, and hospitality uses, will also be considered for the Historic District. Commercial uses must comply with the deed restrictions of the Island, which are described further in the Deed Restrictions section below.

The Historic District of Governors Island was originally developed in the 19th century as a military base, and is composed of picturesque 19th and early-mid 20th century wood and brick buildings set in a park-like landscape with mature trees, natural topography, and broad vistas of both the verdant island and its urban backdrop. All of the ferry landings are located in the Historic District, with Soissons Landing in the north and Piers 101, 102, and Yankee Pier to the east. Ferry service is described in further detail in Section IV.

With a variety of historic structures built for a wide array of purposes, immediate access to the surrounding park and public spaces, and significantly upgraded infrastructure, the Historic District is a perfect setting for a range of mixed uses.

RFP responses are limited to selected buildings in the Historic District as described in Exhibit 1, and proposals may be submitted for a single building or a group of buildings. Each party submitting a proposal in response to this RFP is referred to as a “Respondent.”

The buildings are landmarked, so all renovations are subject to approval by The Trust, the New York City Landmarks Preservation Commission (“LPC”), and the State Historic Preservation Office (“SHPO”). The Governors Island National Monument comprises Castle Williams, Fort Jay, and the land between them, and is owned and controlled by the federal government, and is not part of this RFP.

Projects designated under this RFP process will not be required to go through the City’s Uniform Land Use Review Procedure (“ULURP”) or a city land disposition process. The Trust will consider leases with an initial term of anywhere from 5 to 49 years, with the possibility of option terms beyond that initial period. The Trust expects to identify successful Respondents and execute leases by fall 2013. Occupancy will commence when tenant construction is complete and The Trust’s utility and infrastructure upgrades are ready.

## BACKGROUND

Governors Island is a 172-acre island off the southern tip of Manhattan, approximately 800 yards south of Manhattan and 400 yards west of Brooklyn (see Figure 1). The Island was used by the military for 200 years – the oldest existing structures were built prior to the War of 1812 – until 1996, when the United States Coast Guard relocated its base from the Island.

Figure 1 shows the current transportation access to Governors Island, including The Trust-run ferry service and the East River Ferry. A number of landings on the Island are accessible to the variety of passenger ferry boats that provide commercial service from all around New York Harbor.

Governors Island can be characterized in three parts – the northern, historic district (“North Island”), the southern, non-historic district (“South Island”), and the National Monument. The 96-acre Historic District is designated both as a National Historic Landmark District and a New York City Historic District (see Figure 2). The 22-acre National Monument, comprising Fort Jay, Castle Williams, and the land between them, sits within the Historic District. The South Island was created on material from the excavation of the Lexington Avenue subway line and consists largely of non-historic, 1960s and 1970s-era buildings. The National Monument is owned by the federal government and operated by the National Park Service (“NPS”); the remainder of the Island is referred to as the “Island Property” and is owned and operated by The Trust.

The Island has become, in a few short years, a vibrant destination for arts, culture, education, and recreation. Located just seven minutes from Manhattan and five minutes from Brooklyn by a free ferry ride, Governors Island offers New Yorkers a world apart, with handsome historic structures, sprawling greenery, and a spectacular perspective on the Harbor. Its popularity has grown exponentially in recent years. Since 2006, the Island has been open to the public on weekends and holiday Mondays from the end of May through September, from 10am to 6pm (referred to as the “public access season” or “public hours”). The number of visitors during the public access season increased from 26,000 in 2006 to nearly than 450,000 in 2011. During the 2012 public access season, the Island welcomed over 8,000 visitors a day. Visitors experience a diversity of programming including festivals, performances, public art, lectures, indoor exhibits, and concerts, produced by a broad array of organizations.





FIGURE 1  
TRANSPORTATION ACCESS TO GOVERNORS ISLAND







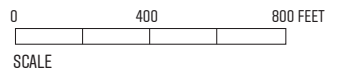
- Current Ferry Operated by The Trust
- Future Trust Ferry
- East River Ferry
- Other Ferry Landings

0 5000 FEET  
SCALE

FIGURE 2  
GOVERNORS ISLAND IN 2014



-  Buildings in Use
-  National Monument Boundary (Owned by the National Park Service)
-  North Island/Historic District
-  South Island





## ABOUT THE TRUST

The Governors Island Corporation, d/b/a The Trust for Governors Island, the nonprofit 501(c)3 corporation that holds title to 150 acres of the 172-acre Island, is responsible for the planning, redevelopment, and operations of the Island Property. The Trust's mission statement, by-laws, financial statements and Board of Directors can be found online at <http://govisland.com/html/about/about.shtml>.

*The Trust's mission statement, by-laws, financial statements and Board of Directors can be found online at <http://govisland.com/html/about/about.shtml>*

The Island Property was initially transferred from the federal government to state and local control by deed in 2003 to the Governors Island Preservation and Education Corporation ("GIPEC"), a subsidiary of the Empire State Development Corporation and the predecessor-in-interest to The Trust. In 2010, the State of New York agreed to transfer the Island Property from GIPEC to The Trust.

The Trust has an ongoing contractual relationship with the City for funding and operations of the Island. The President of The Trust reports to The Trust's Board of Directors, comprised of civic leaders, City officials, and appointees of elected officials. The Mayor of the City of New York is the sole member of the Trust's Board of Directors and as such, appoints the other members of the Board. The Board approves all leases executed by The Trust.

The Island Property is subject to the City's zoning and building codes, environmental processes, and so forth. As the Island Property is owned by The Trust, leases pursuant to this RFP will not be required to go through the City's ULURP process.

The Trust maintains the Island Property's buildings, streets, and landscaping; owns and operates the Island's core ferry service; ensures the safety and security of the Island, tenants and visitors; oversees and operates the public access season; and develops and manages the capital program. As owner, The Trust is solely responsible for the Island Property's redevelopment, including preparing the Island Property for development, issuing RFPs, selecting successful proposals, negotiating and signing leases, and overseeing the design and construction of tenant projects.

The Trust seeks to maximize the long-term potential for the redevelopment of the Island Property. The Trust will ensure that the Island Property will be developed over the long term in a way that is consistent with the public policy goals of the City, and in a way that is clear, predictable, and manageable for Island users, partners, and developers.

## PARK AND PUBLIC SPACES MASTER PLAN

In December 2007, the internationally acclaimed landscape firm West 8 won the competition to conceptualize and design a new park for Governors Island. West 8, with its partners Rogers Marvel Architects, Diller Scofidio + Renfro, and Mathews Neilsen Landscape Architects, emerged from a field of 29 teams from around the world. West 8's design entry highlighted the Island's unique characteristics and Harbor location, taking advantage of natural topography while also featuring man-made hills created from recycled materials. Their ideas for the Historic District included targeted improvements that respect the Island's character.

The design for the 87-acre park and public spaces incorporates resplendent, seasonal planting schemes, sculpted topography, and groundbreaking design elements that will revolutionize New York City's relationship to the Harbor. The design transforms derelict landfill that is currently closed to the public into an extraordinary park that

*More details on the full park and public space plan and an interactive site plan can be found at <http://www.govislandpark.com/>*

will include lively plazas, thousands of new trees, public art, play areas for families, and sports fields.

Liggett Terrace, encompassed by the stately brick walls and balconies of Liggett Hall, will be the gateway to the 30-acre park. It offers lush vegetation, including labyrinthine hedge designs, as well as café-style seating and play fountains. Liggett Terrace unfolds southward into Hammock Grove, the Play Lawn, and the Hills, culminating in the South Prow at the tip of the Island with unmatched views of the Statue of Liberty and New York Harbor. The Great Promenade encircles the Island for bicycles and pedestrians.

The Historic District will have flexible spaces for play, temporary and permanent seating, bike racks, new lighting, and wayfinding signs.

More details on the full park and public space plan and an interactive site plan can be found at <http://www.govislandpark.com/>.

The new park and public spaces will be an incredible amenity for the Island's tenants, who will have free access to all public areas of the Island. Tenants and their guests will be able to use the ballfields for active recreation, work outside on Liggett Terrace on a nice day, or simply take in some fresh air with a stroll through Hammock Grove. The park will serve as an anchor and wonderful amenity for the full development of the Island.

The park design has received wide acclaim: former New York Times architecture critic Paul Goldberger called the park “the most ambitious piece of public realm development in New York City that we will see in our lifetime,” and Justin Davidson, writing in New York Magazine, described it as “ambitious and spectacular, but also freewheeling and improvisational.”

The park recently won the Award for Excellence and Design, given by New York City's Public Design Commission, a special citation from the American Institute of Architects, and awards from the American Society of Landscape Architects, the Center for Architecture, and the Municipal Art Society.

## PARK AND PUBLIC SPACES, PHASE 1

In May 2012, Mayor Michael R. Bloomberg broke ground on Phase 1 of the Governors Island Park and Public Space Plan. Phase 1, which is on schedule to open in 2013, includes Liggett Terrace, Hammock Grove, the Play Lawn, and improvements in the Historic District. [Figure 3](#) is the site plan of Phase 1 which will be open for tenant use.

In addition to the 30 acres of new park and public spaces, tenants will be able to use Picnic Point for picnics and relaxation, and the existing perimeter road for biking or running with magnificent views.

## CURRENT TENANTS

There are two existing year-round tenants on the Island. These users have firmly established the Island as a desirable and viable location for long-term occupancy. See [Figure 2](#) for the locations of these tenants on the Island.

The Urban Assembly New York Harbor School, a New York City public high school with 430 students, opened on the Island in 2010. The school is located in Building 550, a former military barracks, which was gut renovated by the School Construction Authority



**FIGURE 3**  
PHASE 1, PARK AND PUBLIC SPACES



to transform the building into a school. The facility includes an estuarium in the lobby of the building filled with species from New York Harbor, an aquaculture lab, a boat building shop, composting facilities, and an outdoor basketball court. The school is open during regular school hours, including during the summer for those enrolled in summer school. In 2013, the Harbor School will open the Marine Science and Technology (“MAST”) Center in Building 134. This facility will house many of the school’s technical education programs.

LMCC has more than 20 artist work studios and an exhibition space in Building 110. There are also two rehearsal spaces appropriate for dance or other performing arts. Artists have access to their studios from 6:30am-6pm during the week year-round, and on weekends during public hours. The artist studios are open to the public during public access season. During the current 2012 public access season, the studios have regularly seen over 1,000 visitors each weekend.

### BUILDINGS AVAILABLE FOR REDEVELOPMENT

The Historic District on Governors Island includes more than 40 available buildings ranging in size, age, and configuration. There are more buildings in the Historic District that are already occupied. These buildings have previously been used as offices, homes, apartments, and administrative support spaces, and could be easily converted for residential, cultural, educational, and commercial uses. For example, the former Officers’ Club, with its ballrooms and unique floor plan, could be reborn as a venue for social functions and hospitality uses. A former apartment building could potentially be renovated as a dormitory or faculty housing for an educational institution.

For proposers needing more space in a campus-like setting, Nolan Park is a unified group of houses around a central green that would be suitable for an educational, cultural or hospitality group. Similarly, Colonels Row and Liggett Hall present an opportunity to create a campus setting for a large institution or a collection of smaller users. The Island’s districts and the specific buildings identified as candidates for redevelopment pursuant to this RFP are described in Exhibit 1, attached at the end of this RFP, and mapped in Figure 4, below.



Many buildings have stunning views of the Manhattan skyline, New York Harbor, and the Brooklyn waterfront. The buildings are all in close proximity to new and functioning utility mains (water, gas, telecom, and electric) for easy connection. Additional information about the Island’s utilities is described below in Section III.




Within the Historic District, everything is within a ten-minute walk, including the Island’s multiple ferry landings. Soissons Landing is home for the *Coursen*, The Trust-owned vessel with capacity for vehicles and up to 1,100 passengers, and a sister slip for a second vessel. The East River Ferry and The Trust’s Brooklyn ferry service will dock at Pier 101 until 2013, when they will move to an upgraded Yankee Pier.

All of the buildings included in this RFP are located on Trust-owned portions of the Historic District; the exteriors of all candidate buildings are landmarked. Interiors are not landmarked, except: the Commanding Officer’s House (Building 1), an individually listed building; the first floor murals and main administrative offices in Pershing Hall (Building 125); and the main ballroom and minstrels gallery in the Officer’s Club (Building 298). Proposed renovations are first submitted to The Trust, and The Trust submits each project for review by LPC and/or SHPO depending on the scope.



FIGURE 4  
AVAILABLE BUILDINGS



-  Buildings in Use
-  Available Buildings
-  National Monument Boundary (Owned by the National Park Service)

0 400 FEET  
SCALE



Responses can include all, one, or any combination of the buildings. Any proposal for single or multiple buildings should outline any proposed improvements to immediate areas around buildings, and should propose a desired area to be leased. Proposals cannot be submitted for a portion of a building.

A selected developer/tenant will be responsible for the renovation of the building(s) and surrounding grounds included within its leased premises, including connection to utilities. While The Trust has made a substantial investment in a district-wide stabilization program, the buildings have not been occupied since 1997 and their conditions vary.

Neither The Trust nor the City will provide capital subsidies or contributions. The Trust will not perform any capital work on the buildings on behalf of tenants, or expand the scope of the Island-wide capital program beyond the existing program, described in Section III. The City's equity, financing and incentive programs are described at <http://www.nycdc.com/service/financing-incentives>.

The Trust will share the information it has about the buildings with Respondents. Floor plans and additional information for these buildings are available in a Site Information File (see Section VII for details). The Site Information File is provided for information only – all information is provided only for the purpose of understanding the buildings, and should not be considered as a complete analysis of the buildings' conditions. The Trust does not warrant or represent that the condition assessments or engineering or structural reports that may be contained in such files are accurate or up to date, and shall not be relied upon by any Respondent. Respondents may arrange for tours of the Historic District or specific buildings during the RFP response period as described in Section VII. Once selected, Respondents will be encouraged to do their own due diligence and will have opportunities to do so before lease execution.

## LEASE TERMS

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Individual lease terms will vary. The Trust is prepared to grant long-term leases for up to 49 years, with an additional 20 years of extension options, to successful Respondents to this RFP. The minimum term for any lease to be granted pursuant to this RFP is five (5) years. Respondents should indicate their preferred term of lease as well any desired lease renewal or extension terms in their RFP responses. The Trust will negotiate the length of lease terms and any renewal or extension terms individually with winning RFP Respondents. Neither land nor buildings will be sold, and no other transaction structures will be considered.

A Lease Term Sheet setting forth certain basic lease terms is included as Exhibit 2. The Trust expects each successful proposal to be subject to a separate Lease, which will incorporate substantively the terms of the Lease Term Sheet, among others.

Once developers/tenants are selected pursuant to this RFP and the appropriate City Environmental Quality Review ("CEQR") environmental review is complete, The Trust and the successful Respondent(s) will develop construction and logistics plans which will be incorporated into the respective lease agreements.

Each Respondent is required to review the terms of the Lease Term Sheet and submit any comments it may have to the Term Sheet as part of its RFP response. The nature, number and degree of proposed modifications to the terms of the Lease Term Sheet

will be considered in the RFP evaluation and selection process. If a Respondent has no comments to the Lease Term Sheet, this should be specifically stated in the RFP response. The Trust reserves the right to reject any and all proposed Lease Term Sheet modifications submitted by any RFP Respondent.

## PAYMENTS TO THE TRUST

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Tenants are responsible for the following types of lease payments: (i) Base Rent payable to The Trust; (ii) payments to The Trust for janitorial, maintenance and other services provided by The Trust specifically to the tenant; (iii) payment of all utility costs and fees in connection with the leased premises either directly to the utility provider or to The Trust for Trust-operated utilities; (iv) common area maintenance (“CAM”) charges to The Trust ; and (v) either property taxes payable to the City, or equivalent Payments in Lieu of Taxes (“PILOT”) payments payable to The Trust. All payments to The Trust, besides Base Rent payments, shall be considered Additional Rent payments.

The Trust will have control of all Base Rent and Additional Rent payments and will use them to sustain the operation and maintenance of the Island’s open spaces and infrastructure, and to provide for the basic services on the Island as detailed in Section IV. These services are currently funded with public funds. When the Island is fully developed, it is anticipated that the tenants will provide enough revenue to sustain the operation of the Island.

Final Base Rent sums and escalations throughout the lease term will be negotiated between The Trust and winning RFP Respondents. Respondents may propose to pay Base Rent in advance on a monthly, quarterly, or yearly basis or to make an upfront lump sum Base Rent payment.

The Trust expects to assess all tenants a CAM charge based on a percentage of the costs for operating and maintaining common assets that benefit all Island users (such as ferry service, water usage, which will not be directly submetered). The Trust is developing policies for the CAM at this time, and charges will be phased in as the Island develops. As with Base Rent, the CAM charges will be negotiated and formalized in the lease.

Finally, sales taxes, payroll taxes, and other taxes will be payable by tenants in accordance with New York City and State law.

In recognition of the extent to which final Additional Rent amounts will depend on the specifics of the proposal (including the building(s) included, the operating schedule, and the type(s) of uses), proposers are requested to include a pro forma cash flow in their proposal. The presentation of the financial pro forma should include revenues and expenses for each of the groups of items presented above. Final amounts will be negotiated as part of the final lease.

## PROJECT REQUIREMENTS

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As the Island Property is owned by The Trust, leases and buildings improvements are subject to certain City and Trust requirements, but will not individually be required to go through ULURP. The following restrictions and requirements apply to all projects.

### DEED RESTRICTIONS

For this RFP, only uses that are compliant with the deed restrictions will be considered.

The quitclaim deed from the federal government for the Island Property contained affirmative, permissive, and prohibited use covenants for the Island Property, as well as historic preservation covenants for the Historic District. These covenants guide and control development on the Island Property and can only be altered with the agreement of the United States Department of the Interior.

Permitted uses under the deed include parkland, educational uses, and other public benefit uses such as museums and not-for-profit cultural facilities. The deed also enumerates additional permitted uses, which include entertainment facilities; cultural, recreational, and arts facilities; hospitality uses, including hotels and conference/banquet facilities; commercial office space; retail, service and dining facilities; and other public, commercial and mixed-use purposes.

This RFP welcomes residential uses, but they must comply with the deed restrictions. The deed specifically prohibits residential uses, with three exceptions. The first is housing for caretakers and emergency responders working on the Island. The second exception is for hotels, hospitality uses and conference centers, which may include overnight accommodations and extended stay hotels.

The third exception is for residential uses related to a permitted use. Permitted uses include education, cultural, and health care, among others; the deed enumerates these permitted uses in detail. Residential uses allowed under this exception are, for example, faculty housing and/or student dormitories for an educational institution or a residential facility related to a health care use.

Respondents are encouraged to review the use and preservation covenants excerpted from the deed and included as Exhibit 3. The entire series of quitclaim deeds from the federal government to GIPEC to The Trust is available in the Site Information File.

### NEW YORK CITY ZONING

In addition to the real estate use and preservation covenants set forth in the deeds, any development and future use of any of the properties included in this RFP will require compliance with the New York City Zoning Resolution. Currently, the entire Island is zoned R3-2, which generally permits residential and community facility uses. The New York City Zoning Resolution text can be found at <http://www.nyc.gov/html/dcp/html/zone/zonetext.shtml>.

At this time, The Trust, working with the City's Department of City Planning ("DCP") and in coordination with other City agencies, is seeking to establish a new special Governors Island zoning district, which would cover the entire Historic District of the Island. The proposed zoning change is intended to facilitate reuse of existing buildings, consistent with The Trust's mission, but would also include controls for the very limited opportunity for new construction within the Historic District. Each of the buildings included in this RFP would be included in the new special zoning district.

It is anticipated that this special district, once created, would permit any of the commercial uses enumerated in the deed, as well as the uses currently as-of-right pursuant to the present R3-2 zoning classification. Once approved, the uses allowed in the special zoning district are expected to be consistent with the uses allowed by the deed, as shown in Exhibit 3. The Trust will only designate projects that are expected to be as-of-right in the new special district.

The draft text of the new zoning district is presently in preparation and environmental review has commenced. Upon completion of environmental review in early 2013, the public review and approval process for the proposed text amendment can begin. The approval process is anticipated to take six to seven months. While The Trust cannot guarantee the approval of this special zoning district, if approved, the district would be established well before any proposed occupancies pursuant to this RFP.

### ENVIRONMENTAL REVIEW

In December 2011, The Trust completed the Final Generic Environmental Impact Statement (“FGEIS”) which reviewed all currently funded infrastructure projects, open space, and tenancy uses in detail, and which established a framework for further review of new tenancy, and more open space development. The FGEIS is available in the Site Information File, or online at <http://www.nyc.gov/html/oec/html/ceqr/11DME007M.shtml>.

As mentioned above, The Trust is in the midst of environmental review for the special zoning district, which will address the impacts of permitted uses on the Island, among other things. Specific development proposals resulting from this RFP that have impacts beyond those included in previous environmental reviews or the one currently under way may require additional environmental review through a technical memorandum or in some cases a Supplemental EIS. The Trust will be the applicant for any additional CEQR process and will likely review at one time the combined impacts of all leases to be entered into pursuant to this RFP. The environmental review will occur after such uses have been identified and should the review be required, it should not impact tenant occupancies in 2015.

### NEW YORK CITY BUILDING CODE

Each tenant construction and fit-out project is expected to meet the 2008 New York City Building Code, as may be updated, including all requirements for ADA and life safety systems. Projects must meet the City’s Energy Conservation Code as part of its compliance with the Building Code. The entire code is available at <http://www2.iccsafe.org/states/newyorkcity/Building/Building-Frameset.html>.

## DESIGN REQUIREMENTS

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### HISTORIC PRESERVATION

Generally, any proposed alterations to the exteriors of Historic District buildings and landscapes with the exception of maintenance must be approved by The Trust and LPC and/or SHPO, depending on the scope. Exteriors may be modified to the extent approved by the reviewing entities. None of the interior areas of the buildings highlighted in this RFP are landmarked, except the Commanding Officer’s House (Building 1), an individually listed building; the first floor murals and main administrative offices in Pershing Hall (Building 125); and the main ballroom and minstrels gallery in the Officer’s Club (Building 298).

Select non-historic, non-contributing buildings in the District can be demolished (following review by LPC and SHPO); however historic buildings cannot be demolished unless LPC and SHPO grant an exception. A three-part Design Manual, available in the Site Information File, provides general guidelines for any work to be performed to buildings and landscapes in the historic district.

*More information about the tax credit program can be found at <http://www.nps.gov/tps/tax-incentives.htm>*

The Trust works constantly with preservation officials to ensure that the review and approval process is smooth, and that any alterations are respectful of the district. The Trust will work with developers to ensure that the approval process is as expeditious as possible.

The historic designation makes the redevelopment of these buildings eligible for both federal and New York State historic tax credits. More information about the tax credit program can be found at <http://www.nps.gov/tps/tax-incentives.htm>.

## FLOOD PLAIN

Proposers are encouraged to consult the Governors Island 100-year flood plain map included in the site file. Portions of the Historic District do fall within that flood plain area. During the recent experience of “Superstorm Sandy”, New York Harbor saw a storm surge of more than 13 feet above standard high tides. While this historic storm surge did rise above the seawall, the seawall, and the island itself were relatively undamaged. Major infrastructure and buildings on the Island were either unharmed or were back on line in a matter of days, underground infrastructure was largely unaffected, and the newly constructed areas of the Park were completely unharmed.

Notwithstanding this remarkably positive recent history, proposers should design any project with an understanding of the areas of the Historic District that fall within the 100 year flood plain, and design projects accordingly to avoid vulnerable mechanical or other systems within these areas.

## SUSTAINABLE DESIGN

Renovating an existing building is already more “green” than constructing new buildings. Respondents should employ sustainable design practices as much as feasible in these renovation projects. The Trust does not mandate LEED certification or any specific ratings.

While the building exteriors are landmarked, the interiors and building systems provide ample opportunity to implement indoor health, energy and water efficiency measures. The Municipal Art Society of New York (“MAS”) recently published a “Green Rowhouse Manual,” a useful guide to retrofitting New York City’s older residential buildings. This manual can be found in full at <http://mas.org/preservation/greenmanual/>.

## SIGNAGE

New tenants will be required to follow Island-wide signage guidelines, currently being developed by The Trust. The Trust has also developed a wayfinding signage program which will be implemented with Phase 1 of the park by 2013. All exterior signage must be approved by LPC and The Trust.

## CONSTRUCTION REQUIREMENTS

Tenants will be responsible for all construction within their lease areas. Respondents are required to submit a construction and capital maintenance plan and budget with their proposals.

Successful Respondents will be required to submit further detailed construction plans for review and approval by The Trust after the completion of the RFP. The plans must describe construction logistics and staging, and transport of workers, equipment, materials, and construction waste to and from the Island. The Trust will assist with the



development of this plan and facilitate logistics and ensure that it is coordinated efficiently with other projects on the Island. Although The Trust pays prevailing wages for its own construction labor, there is at present no legal requirement which would require Island tenants to pay prevailing wages for non-City funded construction projects within their leased premises.

The Trust has contracted with Turner Construction Company (“Turner”), one of the City’s largest and most experienced construction firms, to coordinate and manage construction on the Island. Currently, Turner is managing all of the construction projects on the Island – the new park, infrastructure and utility upgrades, building demolition, and dock repairs. The Trust and Turner will work together with developers to develop a coordinated construction logistics plan for the Island, and to facilitate access to the Island, but developers are free to use contractors and construction managers of their choice.

The Trust and Turner now have a wealth of experience with construction on the Island. Respondents will be able to ask questions about construction costs and logistics to Trust and Turner staff at the Information Session.

## FUTURE DEVELOPMENT

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In addition to the vacant buildings in the Historic District, there are 33 acres on the South Island available for future development. These development zones will be home to new construction for uses complying with the deed restrictions. The eastern development zone (facing Brooklyn) is 26.5 acres, located immediately off of Yankee Pier. The western development zone (facing the Harbor and the Statue of Liberty) is 6.5 acres, approximately a five minute walk from Yankee Pier. Both areas are adjacent to the new park and public spaces and feature outstanding views of Brooklyn, the Buttermilk Channel and the Harbor. See [Figure 2](#), which notes these development zones in gray. These areas are not a part of this RFP, and The Trust will not consider any proposals for development in these zones.

The Trust has begun to demolish the existing buildings in these areas, which are not historic, and will prepare infrastructure for future extension into these zones. As illustrated in [Figure 2](#), the park and open space will create an unparalleled front door for any new development on the South Island. The Trust expects to begin the redevelopment process for the South Island with a Request for Expressions of Interest (“RFEI”) for the South Island, to be issued in the coming months. In addition, the development process of the South Island will include establishing design guidelines for such requirements as view corridors, access corridors, height, density, materials, and massing. Design guidelines and zoning regulations will be developed subsequent to any future RFEI.

# III. PUBLIC INVESTMENTS ON THE ISLAND

The Bloomberg Administration's capital plan made \$260 million available to The Trust in the next two years to make dramatic improvements to the Island's infrastructure and park spaces.

## COMPREHENSIVE ASSESSMENT

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The Trust's capital investments are based on an exhaustive assessment of the infrastructure in 2010. The Trust, in partnership with City agencies and outside engineers Hunter Roberts, to conduct the first comprehensive examination of the Island's infrastructure since the transfer from the federal government in 2003. Among other things, the team examined video images of pipe conditions, conducted borings for soil contamination and structural stability, tested water quality, assessed infrastructure based on several key criteria:

1. What will be required to meet the Island's near and long-term development under a variety of different scenarios?
2. What (if anything) of the existing systems can be used?
3. What needs to be built now by the Trust in order to facilitate development?
4. How can these be phased to allow for the Island's long term growth?

The current capital program is a direct outgrowth of this assessment. First, the City determined that the development of the Island represents a tremendous opportunity, and is worth a substantial capital investment. Second, The Trust and City determined that the investment required includes the substantial reconstruction of most of the Island's core infrastructure. Third, The Trust understands that additional investments (such as expanding trunk lines for some systems to serve new development on the south island) will be made in the future as the Island's tenant base expands.

With that, The Trust embarked on the capital program outlined below. The primary goal of the program is to ensure that the Historic District buildings and landscape and the new park and open spaces will have necessary infrastructure in place for use and occupancy as soon as possible.

All of the capital projects are fully funded and are on schedule for completion according to the dates in [Figure 5](#).

**FIGURE 5**  
GOVERNORS ISLAND CAPITAL PROGRAM AND RFP TIMELINE

	2H 2012	2013	2014	2015
RFP & Tenant Build Out	[Blue bar spanning from 2H 2012 to early 2015]			
Park and Public Spaces	[Green bar spanning from 2H 2012 to mid-2013]			
Soissons Dock and Landing	[Green bar spanning from 2H 2012 to mid-2014]			
BMB Lift Bridges	[Green bar spanning from 2H 2012 to late 2013]			
Potable Water	[Green bar spanning from 2H 2012 to early 2015]			
Seawall	[Green bar spanning from 2H 2012 to mid-2014]			
Electrical	[Green bar spanning from 2H 2012 to late 2014]			
Building Stabilization	[Green bar spanning from 2H 2012 to mid-2013]			

**UTILITIES**

**ELECTRICAL AND TELECOMMUNICATIONS**

The Island’s electrical system will be upgraded by late 2013, providing a robust and redundant electrical and telecommunications system for tenant use. The Island’s electrical and telecommunications systems are connected to the rest of the City through the Battery Tunnel. The mains run through the Tunnel, and are then distributed to buildings through on-island conduits, cables, and other systems. Working with the MTA, the Trust has nearly completed the replacement of these feeders, and by 2013 the Island will be serviced by redundant 27 KV<sub>a</sub> feeders, and multiple fiber optic cables. Additionally, The Trust has agreements with the MTA which provide enough conduit space for more cables to be run to expand capacity to the Island beyond any foreseeable need in the future.

On the Island, The Trust is in the process of replacing 5 KV<sub>a</sub> distribution mains, as well as associated conduits and switch gears. The final aspects of the system are the transformers and demark boxes inside of, or near, the buildings which provide the tenant’s point of connection. These are being repaired and upgraded as needed, and will be replaced by The Trust as needed in response to this RFP. Respondents will be responsible for connections at the street (or transformer), as well as any work on the tenant’s side of the connection point.

**POTABLE WATER**

Potable New York City water will be available to all buildings in the Historic District and new park areas by the end of 2014.

Like electric and telecom, potable water will connect to the New York City water system through a main supply, which is then distributed to buildings around the Island. The Trust will install a new 12” potable water supply line from Brooklyn, and build an on-island distribution system which will supply sufficient flow and pressure for full development of the entire Island (Figure 6). It will be the developer’s responsibility to install a new service connection from the water main to their building(s). This project is currently in the final phases of design and construction will begin in spring 2013, to be completed by the end of 2014.



**FIGURE 6**  
UTILITIES ON GOVERNORS ISLAND



NOTE: \*New electrical feeders and new fiber optic lines will be installed through the Brooklyn-Battery Tunnel. The Trust will replace critical transformers, conduits, and feeders in the Historic District as needed.

## GAS

The Island's existing gas system is fully functional. The existing 8" supply main, built in 1992, originates in Brooklyn and lands on the Island in the vicinity of Tango Pier. The gas service is distributed around the Island through 2" distribution piping as illustrated in [Figure 6](#).

## SANITARY SEWER

The Island's sanitary system (which is fully separate from the storm sewer system) is functional and sized appropriately for future development. Gravity-fed distribution pipes bring sanitary waste to a pump station on the southeast portion of the Island. From there, sanitary waste is fed by a force main into the New York City sanitary system in Brooklyn. The existing system was sized to accommodate more than 4,000 residents during the military period of the Island's history. The Trust maintains the distribution and force main system, and Respondents are responsible for connecting their building(s) to the sanitary system.

## FERRY LANDINGS SERVING GOVERNORS ISLAND

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The Trust owns and operates all of the docks on the Island, except for Pier 102 which is owned and operated by NPS. The Trust currently operates ferry service both to the BMB in Manhattan, where it has a long-term lease, and to Pier 6 in Brooklyn. More information about the ferry landings and services are included in Section IV.

The Trust is in the process of upgrading and modernizing the critical ferry infrastructure to improve capacity and ensure its safety and reliability for years to come.

### SOISSONS LANDING

Soissons Landing is the primary vehicle and passenger landing on the Island, accommodating The Trust's ferry service from Manhattan. The Trust is completely reconstructing all aspects of the dock and landing bridges at Soissons Landing. Much of this \$26 million project has been completed, and will be completely finished by the early 2014.

The wooden piles and steel supports that comprise the fender system in the water are being replaced; the electrical and mechanical systems that allow the dock to operate are also being replaced completely. This work will increase the weight allowed on the bridges to 40 tons per axle, and will upgrade the functionality and reliability of the dock for the first time in decades.

### BATTERY MARITIME BUILDING

On the Manhattan side, the *Coursen* and other ferries dock at the historic BMB. With a 99-year lease for two slips and the waiting room at the BMB, The Trust is now modernizing the facility, replacing the lift bridges, mechanical systems, and electrical systems in the slips. The project is in construction and will be complete in early 2014.

The improvements are staged to ensure continuous passenger and vehicle access through the construction phase. As with Soissons Landing, the weight capacity is being expanded to 40 tons per axle and the electrical and mechanical systems are being upgraded for the first time in decades to ensure reliability and redundancy.



## YANKEE PIER

Yankee Pier is located at a central point on the east side of the Island. The Trust is currently working to relocate its floating landing barge to this pier. The project is in the permitting stage and will be completed by the middle of 2013.

The Trust's service to Brooklyn and other vessels currently dock at a passenger ferry landing barge at Pier 101 on the northeast side of the Island, a short distance from Yankee Pier. The barge will be moved from its current location to Yankee Pier to be geographically closer to the center of the Island and the gateway to the new park, expanding access to the core of the park as well as to the southern end of the Historic District and the south end of island. The barge is able to accommodate almost all of the commercial passenger ferries operating in New York Harbor.

## ISLAND INFRASTRUCTURE

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Other investments in the Island's infrastructure currently underway will ensure the stability and safety of the Island for decades to come.

### SEAWALL AND STORM WATER SYSTEM

The Island's 2.2-mile seawall structure protects the Island from tides and waves and also serves as the outfall point for the Island's storm sewer system. The Trust has done a detailed assessment of the entire 2.2 miles of seawall, and has identified sections for repair or replacement. This project is in the design and permitting phase, with a target completion date in early 2014. When complete, the storm system will be capable of handling runoff from the park and any future development, and will ensure the continued soundness of the Island's perimeter.

### HISTORIC BUILDING STABILIZATION

The Trust works continuously to maintain the landmarked buildings' historic fabric and stability. Phase 1 of the Historic Building stabilization project included \$23 million of critical work on many of the Island's existing historic buildings. Slate roofs and masonry work were repaired to minimize water penetration. Wood-frame buildings were stabilized through wood replacement and painting.

Phase 2 includes \$16 million for additional roof repair and replacement, porch repair, and additional masonry stabilization. This work is now in construction and expected to be complete by the end of 2013.

Building-specific information about the stabilization work accomplished to date will be available to Respondents upon request at the Information Session.

## PARK AND PUBLIC SPACE

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The first phase of the park and public space construction includes a newly landscaped Liggett Terrace with a café and water feature, a 10-acre Hammock Grove, and a 14-acre Play Lawn for active recreation (see [Figure 3](#)).

In the Historic District, Phase 1 creates a new welcoming gateway at Soissons Landing and adds key visitor amenities such as lighting, wayfinding, seating, and bike racks. The asphalt at the South Battery will be transformed into a green space, and the Parade Ground will be re-graded to allow for flexible field sports. The first phase of construction is fully funded and began in mid-2012, with completion scheduled in late 2013.

SOISSONS LANDING IS A COMFORTABLE, WELCOMING GATEWAY TO THE ISLAND WITH SIGNAGE AND SEATING.



LIGGETT TERRACE IS A SUNNY, SIX-ACRE PLAZA FEATURING CAFÉ-STYLE SEATING, PUBLIC ART, WATER FEATURES, AND SEASONAL PLANTINGS.





THE 14-ACRE PLAY LAWN INCLUDES TWO TURF BALL FIELDS, OPEN LAWN AND PATHS FOR CYCLING, STROLLING, AND LOUNGING.



HAMMOCK GROVE CONSISTS OF TEN ACRES OF SHADY LAWN WITH HAMMOCKS AND 1,500 NEW TREES.



## IV. GOVERNORS ISLAND OPERATIONS

The Trust has an ongoing contractual relationship with the City for funding and operation of the Island, which ensures the public and the Island's tenants that there is a clear point of responsibility and minimizes overlap or gaps in service. While the unusual environment of an island can present some operating challenges, it can also allow for hassle-free routines, better economy, and stronger control.

The Trust plans, funds, and manages all of the Island-wide facilities and functions: ferry service and landings, security, utilities, sanitation, building maintenance (except the National Monument), mail and deliveries, streets and sidewalks, landscaping, seawall. The Trust is responsible for developing and implementing the Island's capital program, described in the previous chapter. The Trust develops and enforces rules and regulations throughout the Island. All tenants must commit to abide by all City and Trust regulations, including rules regarding security, access to public areas at night, noise controls, etc.

The Trust scales its plans for operations as the population of Governors Island increases and diversifies with development. Outlined below are the services that The Trust provides now, and plans to provide (either free of charge or at cost to tenants) associated with any tenancy resulting from this RFP.

Respondents should note any particular issues, conflicts, or other operating requirements specific to the proposed development.

### HOURS OF OPERATION

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Currently, the Island is open to tenants on weekdays from 6:30am until 6pm, when the last ferry departs the Island, and open to the public on weekends from the end of May through the end of September from 10am until 7pm. Tenants and event planners can arrange for extended hours of operation and access for special events.

Should this RFP process result in the designation of a use that involves evening and/or overnight occupancy, The Trust is prepared to expand operation of the Island, including 24/7 operations.

As part of the RFP response, proposers should clearly outline their required and desired hours of operation, and expected numbers of users, and should clearly state whether their proposal includes funding for any expenses associated with operations outside of current operating hours as outlined here.

### FERRY TRANSPORTATION

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The Trust's fleet, service, and landing facilities are described in this section. As ferry service is the key element of the Island's operation, Respondents are encouraged to consider this carefully and clearly detail their access needs, requirements, and expectations in the proposals.

## CURRENT SERVICE

The Trust is currently responsible for funding and operating ferry transportation to the Island for all of its tenants and visitors year-round. Current operations are designed for the current users of the Island; namely, administrative staff, tenants, construction personnel, and visitors during the week, and the public on seasonal weekends. The Trust expects to provide necessary core ferry service for passengers and vehicles for the foreseeable future.

The primary ferry service to the Island is provided by The Trust on the *Coursen*, a Trust-owned double-ended vehicle and passenger ferry vessel with capacity for approximately 36 cars/trucks and a flexible passenger operation that can accommodate up to 1,100 passengers per voyage. Each weekday the *Coursen* has 16 round-trips between the Island and the BMB, approximately hourly from 6:30am to 6pm, carrying passengers and vehicles. This service is free for all tenants, visitors, contractors, and service vehicles. Currently, The Trust contracts with Hornblower Maritime Services, a company that operates Statue Cruises and many other services in waterways across the U.S., to operate the *Coursen*.

The crew members meet all Coast Guard and other governmental licensing and training requirements and are certified with the Transportation Security Administration (“TSA”). The vessel is kept in excellent repair, the crew monitors weather reports from NOAA, and emergency and contingency plans are in place, ensuring the highest level of reliability for *Coursen* service. Service interruptions for reasons of weather, emergency, or other unplanned conditions are remarkably rare. Indeed, going back to 2006, there has not been a single outage that has caused a noticeable disruption to Island operations.

On public access days, The Trust provides free ferry service to the Island – every 30 minutes from Manhattan, and every 20 minutes from Brooklyn – for an average of 20,000 passenger trips per weekend day. The Trust expands the operating schedule and pedestrian capacity of the *Coursen* and contracts with existing operators to provide additional passenger capacity, using 399-passenger vessels, to Manhattan and Brooklyn.

Ferry service is flexible and easily scalable. Service is a function of the number and size of boats, the travel time, and the number of places to land. Governors Island’s location ensures very short travel times to multiple locations, and on-island docks can accommodate multiple simultaneous vessel landings and departures. In addition to the *Coursen*, operators in New York Harbor have passenger vessels serving fewer than 100, and upwards of 1,000. Given these parameters, the existing facilities can accommodate on and off loading of 20,000 people in 90 minutes (as they have during multiple recent concerts), and also meet the desire for a more upscale custom service on a smaller vessel. All of this can be accommodated on virtually any schedule, and to a large and growing number of off-island docks around the Harbor.

In addition to ferry service provided by The Trust, the East River Ferry stops at Governors Island on weekends when the Island is open. For a \$4 fare, this service brings people to the Island from east Midtown, Long Island City, Williamsburg, and Greenpoint. During the days in 2012 when the Island was open to the public, one out of five East River Ferry riders was a Governors Island visitor. This service is operated by New York Waterways under a contract with the City and will operate until at least June 2014; it is unclear what level of ferry service will be provided on the East River beyond that time.



At this time, The Trust does not consider a bridge to be a feasible solution for access to Governors Island. Such a project is a highly complicated technical, economic, and policy challenge. While The Trust is always considering every possible option for the long term, boats will certainly be the only means of access to the Island to be considered by RFP Respondents.

### FERRY LANDINGS ON THE ISLAND

The primary landing on Governors Island is Soissons Landing on the north side of the Island (see Figure 1). Soissons Landing offers two slips, and is the home dock for the *Coursen*, a workhorse ferry for passengers, bicycles, cars and large vehicles. On public access days Soissons is also used by a 399-passenger vessel. Soissons can accommodate nearly any front-loading vessels in the harbor ranging from 79-passenger water taxis to the most common 399-passenger vessels, to the larger specialty dinner cruise vessels, to the *Coursen* itself. With two slips operating simultaneously, Soissons easy allows for the movement of thousands of people in two directions per hour. The adjacent Building 140 houses the Island's security staff, including a trained EMT, and NPS information. Public restrooms are located in Building 110.

As part of the park and public space Phase 1, Soissons Landing will become a much more welcoming arrival point, with extensive orientation signage for wayfinding around the Island, new seating and lighting, and accessibility improvements.

Yankee Pier is the second major passenger ferry landing on the Island. A floating barge will be relocated here from Pier 101, allowing for much better traffic flow and enhancing access to the Historic District and the core of the park. The barge allows for docking of both front and side-loading vessels, ensuring that nearly any passenger ferry in the harbor (other than the largest Staten Island vessels) can dock at Governors Island. Like Soissons, the configuration of the pier allows for the movement of several thousand people per hour in two directions. Yankee Pier also includes power, water, and fendering, making it an ideal location for educational, cultural, and historic vessel tie-up.

Pier 101 will continue to be available for boat docking, with a particular focus on education, as well as human-powered watercraft.

Lima Pier is currently used for construction access, and is being specifically upgraded to ensure that the pier remains an important facility for bringing material and construction equipment to the Island directly, allowing contractors to bypass traffic and other restrictions in Manhattan.

All of these landings can accommodate a variety of vessels, and The Trust does not charge a landing fee. Private vessels are not allowed to dock at Trust landings.

In addition to the landings operated by The Trust, NPS operates Pier 102, adjacent to Pier 101 on the Island. The Trust has no authority over this pier; it is available only to NPS and those who obtain landing permits from NPS.

### BATTERY MARITIME BUILDING

Governors Island ferries arrive at the beautifully restored Beaux-Arts Battery Maritime Building at the tip of Manhattan. The Trust has a 99-year lease for Slips 6 and 7 and the waiting room, and has been operating from there since 2003. The Trust maintains restrooms and visitor information in the waiting room and NPS operates a small kiosk

as well. Slips at the BMB can accommodate the same vessels as Soissons Landing. The Trust is overhauling the BMB infrastructure as described in Section III. Slip 5 is under the jurisdiction of the New York City Department of Transportation (“DOT”). Any Respondent wishing to utilize Slip 5 will need permission from DOT.

The 4/5, R, 1, and J/Z subway trains stop within a few blocks of the BMB, along with the M5 and M20 buses and M15 Select Bus Service. The Staten Island Ferry is next door; and the Governors Island Ferry is accessible by auto from FDR Drive and the West Side Highway. Bike lanes and bike racks are just outside the BMB.

The BMB underwent a \$75 million renovation in 2005, which completely restored the exterior of the 1909 building, including its original color scheme. The next phase of the BMB’s life will begin in 2015, when The Dermot Company completes its hotel project on top of the BMB. Dermot has a lease with the New York City Economic Development Corporation (“EDC”) to build and operate a 62-room boutique hotel featuring a rooftop restaurant and bar, conference and meeting facilities, and a large and spectacular flexible function space in the former ferry waiting room area. The Trust has a formal operating agreement with Dermot and EDC that ensures coordination during construction and full scale operations.

## VISITOR PROCEDURES AND SECURITY

As the point of entry for Governors Island, security at the BMB to access the ferry is modeled to some extent on the security of an office building. Tenant employees are issued badges identifying them as Island employees, and can board the ferries any time they are in operation. For visitors during normal business hours, tenants must provide the visitors’ names to the security desk, and visitors must check in with The Trust’s security staff or NPS staff in the BMB waiting room. Tenants and visitors are not searched during these times.

When the Island is open to the public, there is no check-in process for tenants or visitors; however, The Trust’s security staff checks visitors’ bags for prohibited items. There is a similar security check for public visitors boarding Trust ferries at Pier 6 in Brooklyn.

The Trust’s security staff direct vehicles, bicycles, and passengers on and off the ferries and make safety announcements at the beginning of each trip.

Island tenants are free to implement their own protocols to supplement or enhance the general procedures. For example, the Harbor School has instituted a check-in system at the BMB for its students. Respondents should outline any proposed procedures for visitors and/or security, particularly those that require dedicated space at the BMB.

## PIER 6

In Brooklyn, ferries contracted by The Trust dock at Pier 6 in Brooklyn Bridge Park. The Brooklyn Bridge Park has revitalized this waterfront section of Brooklyn and is an ideal complement to Governors Island. Pier 6 includes playgrounds, refreshment concessionaires, and volleyball courts. Two development sites here at the foot of Atlantic Avenue ensure that Pier 6 will become an anchor destination.

The Trust is not responsible for operating Pier 6. Respondents wishing to utilize Pier 6 for their own ferry service can work with the ferry operators or directly through Brooklyn Bridge Park.

## VEHICLE FERRY SERVICE

Vehicles for service, delivery, security and construction are allowed on Governors Island. Personal vehicles for tenants, staff and visitors are not allowed. The *Coursen* can accommodate vehicles up to 30 tons, 12'-8" high and 60' long. Vehicles that exceed these limits, which may include heavy construction equipment, are brought to the Island on a barge from locations around the harbor to Lima Pier.

Anyone needing to bring a vehicle to the Island must pre-register it with The Trust. Once approved, vehicles queue outside the BMB and board on a first come/first served basis as directed by Trust staff. Typically, on public access days, The Trust limits the number and access times of vehicles to provide increased passenger capacity and maintain the Island's car-free environment.

## FUTURE PASSENGER SERVICE

Ferry access to Governors Island is incredibly flexible. With a variety of vessels operating in the Harbor, dozens of landings (including four on the Island, several with multiple berths), a revitalized waterfront, and increasing service, access to the Island can be established from many locations in the City. The Trust regularly considers the most efficient way to provide ferry service, which may change over time to include barges or other vehicle options, and both free service and paid service (to locations other than the BMB, or with greater frequency, for example).

Depending on the results of this RFP and other changes to demand for service, The Trust may adjust the frequency of service, hours of operation, or capacity per vessel. Should this RFP process result in the designation of a use that involves evening and/or overnight occupancy, The Trust is prepared to offer passenger service to accommodate those needs beginning in 2015.

In addition, a developer/tenant may choose to provide additional ferry service, at its own cost, planned and operated in coordination with The Trust. Coordination of all ferry service is necessary to address security needs. This service could use any Trust-operated landing on the Island.

As needed, The Trust will work with developers and tenants to provide additional service to move necessary construction, delivery, or service vehicles to and from the Island.

As part of any proposal associated with this RFP, proposers should clearly state any requirements and preferences for ferry access, including hours, frequency, location, or other factors, and whether that service is expected to be Trust-provided or tenant-provided. Expectations and operation of ferry service will be a key part of all lease discussions.

## SECURITY

The Trust is responsible for overall security on the Island, on the *Coursen*, and at the BMB. It provides 24/7 security for the Island as a whole, and is responsible for all areas not leased to other entities. The Trust keeps an updated Facility Security Plan ("FSP") on file with the United States Coast Guard and The Department of Homeland Security.

The Trust will continue to be responsible for maintaining basic access and 24/7 security for passengers, vehicles, ferry boats and landings, and the public areas of the Island. This includes regular patrols of the Island Property 24 hours a day, security on the *Coursen*,

visitor and bag checks at the BMB and Pier 6, and queuing at the BMB, Pier 6, and on the Island.

Respondents are encouraged to describe the security needs specific to their projects. Tenants will be able (and in some cases required) to supplement The Trust's security with their own security for their leased areas and/or for any dedicated points of access they may have. Any supplemental security will be at the tenant's sole cost. These specific requirements will be included in leases as applicable. Respondents should detail their proposed security plan.

## EMERGENCY SERVICES

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The Island is served by the New York City Fire Department ("FDNY"), the New York City Police Department ("NYPD"), and Emergency Medical Services ("EMS"), and is integrated into the City's 911 system. The Trust has excellent relationships with the first responder agencies and maintains close communication on operational protocols as well as capital needs. Over the past nine years of operation, The Trust has developed and honed its protocols for police, fire, and medical response; these are updated regularly.

These services are scaled depending on the level of activity on the Island. For example, FDNY maintains its own facility and equipment on the Island, and staffs it when it is open to the public or for large events. An ambulance is stationed on the Island for large events. During other times, FDNY will respond with additional personnel and equipment from Manhattan if necessary. NYPD patrols the Island both during public days and throughout the year.

These services will be expanded as tenant and visitor activity on the Island expands in both number and times of day, including possibly permanent on-Island first responders. The Trust will coordinate and maintain an emergency evacuation plan for all Island tenants.

If a Respondent desires to provide additional medical or emergency staff on the Island as part of its proposal, it is free to include the provision of such services, which will be supplied at its sole cost, as part of its RFP response.

## UTILITIES

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The Trust is responsible for the distribution of all utilities to the Island, around the Island, and to connecting points at each building or development site. From that point, the developer/tenant is responsible for making the service connection. Water, natural gas, and electric are all metered, and are billed either by the utility or by the Trust. The Trust bills tenants at cost for utilities.

All Respondents should outline any particular requirements for utilities which may be associated with their proposals. While there is more than sufficient utility capacity to the Island as a whole, this information will help The Trust understand the specific utility delivery requirements for individual buildings in the Historic District.

Fiber optic lines will be available for tenant use in the fall of 2013. Tenants will be responsible for their own telecommunications, including telephone service, internet service and/or WiFi networks. Currently, there is no Island-wide WiFi service; The Trust continues to explore options to provide WiFi.

There is cell phone service on Governors Island. There are no cell service towers on the Island itself. Based on conversations with local service providers, The Trust expects new towers will be installed by the time of any tenancy associated with this RFP. This will extend the range of cell phone service on the Island and improve reliability.

## FACILITIES MAINTENANCE

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The Trust is responsible for cleaning and maintenance services for public areas (including ferry landings, streets and rights-of-way) throughout the Island. The Trust is responsible for park maintenance and horticulture, and has developed a detailed plan for the maintenance of the new park and public spaces when they open in 2013.

The Trust is responsible for maintenance of the Island's streets, including everyday sweeping and trash pick-up, pothole repair, resurfacing, and signage. Snow is cleared according to an established system of primary, secondary, and tertiary streets.

The Trust is responsible for regular custodial functions in the buildings it owns, as well as pest control and building systems upkeep. Currently, tenants may choose to perform these functions themselves. However, with increased occupancy on the Island, The Trust will transition to a centralized property management model. This includes custodial, landscaping, and regular maintenance for buildings and grounds. Tenants will be billed for these services. The Trust will work with the tenants to develop an appropriate facility maintenance plan.

## WASTE MANAGEMENT

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The Trust collects waste around the Island and compacts it for pick-up by the New York City Department of Sanitation ("DSNY"). DSNY, The Trust, and outside partners also maintain recycling and composting facilities on the Island. All tenants are responsible for appropriate separation of waste (including standard New York City recycling, as well as compost). DSNY is responsible for taking the garbage off the Island on the *Coursen*.

The Trust will continue to coordinate waste collection and removal.

## MAIL AND DELIVERIES

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Mail and deliveries can be addressed to tenants at the BMB, at 10 South Street, New York City, 10004. Each building in the historic district will also be identified by a number and street or district to facilitate deliveries, public access, and wayfinding. These addresses will replace the current building numbering convention which is left over from the military era.

Regular U.S. mail and packages that can be carried are signed for and received at the BMB by Trust staff, and transported immediately to the Island on the next ferry. The Trust staff informs tenants of any special deliveries, including FedEx, UPS, and DHL, other ground deliveries, and messenger deliveries, and tenants are responsible for picking up deliveries and their regular mail each day at Building 140.

Receipt and transportation of deliveries requiring a vehicle must be arranged in advance with The Trust.



As tenant activity expands, The Trust will continue to coordinate access for deliveries on the Island, and will establish policies to ensure prompt and secure delivery/pick up for tenants. Respondents are encouraged to propose a pick-up/delivery plan if they anticipate messenger services, express mail, or special or large deliveries on a frequent basis.

### ON-ISLAND TRANSPORTATION



The entire Island is just over one mile long, and the Historic District is even more compact, making it a very walkable place. As shown in Figure 7, most of the Historic District is within a quarter-mile of a ferry landing. Most people travel around the Island on foot or on bicycle, which are always allowed on the ferries. Bike and Roll, a national bicycle rental company, operates two bicycle rental locations on the Island. These are currently open only during public access days but with additional tenants on the Island, this operation may be adjusted to accommodate regular users on the Island.

The Trust maintains a fleet of bicycles for staff use. Bike racks are located on the ferries and around the Island; additional bike racks will be installed in the Historic District and as part of the new park. Tenants are encouraged to permit staff to bring their bicycles to the Island, or to provide bicycles for use by employees and guests.

The Trust owns four electric trams which can serve as a mini-public transit system on public access days. Tram operations can be established based on demand for the service.

No personal vehicles are allowed on the Island and the Island will continue to be closed to private autos. Service vehicles, deliveries by truck, and construction-related vehicles and machinery are allowed.

### A PUBLIC ISLAND

Part of Governors Island's appeal is that it is a public place. This trait, codified in the original deed, has helped make it an attractive destination for so many, from cultural institutions and event planners to families and individual artists.





The Trust currently opens Governors Island to the public during weekends from May to September with a wide variety of programs and events, including food festivals, music concerts, miniature golf, and art festivals. LMCC's artists open their studios to the public when the Island is open. Over a million people have taken advantage of the Island's open spaces and programming, and the world-class public park will build on this popularity, cementing the Island's character as a public place for all – tenants and visitors alike.

The Trust will continue to welcome the public and encourage this openness as occupancy increases on the Island – and in fact anticipates that new tenants will contribute to the Island's identity as a public place. The Trust will continue to encourage a broad range of organizations to stage projects that are free and approachable to the public. The Trust recognizes that public and non-public enterprises will have varying desires for visibility and privacy, and will ensure that each has its appropriate level of openness. Proposers are encouraged to outline ways in which their tenancies will (or will not) contribute to, or complement, the expanded public programs on the Island. If a development requires privacy or managed access, Respondents should also indicate this in their proposal.

Respondents should indicate areas immediately around their building(s) that they would like to include within their lease premises, and proposed uses for such areas. While

**FIGURE 7**  
WALKING DISTANCES FROM FERRY LANDINGS



-  Buildings in Use
-  National Monument Boundary (Owned by the National Park Service)
-  Approximate 1/4-Mile Walking Distance (Yankee Pier, Soissons Landing, and Pier 101)
- 

0 400 800 FEET  
SCALE

tenants will be responsible for their buildings and these yard areas in accordance with standards set forth in the leases, Respondents should note that the entire Trust property remains in public ownership and is not considered private property.

### TENANT STAFFING REQUIREMENTS

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Respondents should clearly outline their proposed operating staffing plan. Depending on the size and character of the proposal, The Trust may require coverage of certain staff functions.

Specific elements that proposers may want to consider as part of their staffing plan include:

- An on-site staff person to serve as the single point of contact to The Trust. This could be a Director of Facilities and Operations dedicated to this function; or for smaller projects, a person with other responsibilities could be designated for this role.
- For projects with a large number of regular users or visitors, a staff person or other mechanism at the BMB to handle tenant and guest check-in and coordinate security with The Trust.
- For any uses with occupancy on the Island outside of current hours, qualified medical personnel on site, or a plan to handle medical issues without such personnel.
- As applicable, a plan for handling unusual volumes or sizes of deliveries.

# V. SELECTION CRITERIA

Successful proposals will demonstrate that the Respondent has (i) a proposed use that is appropriate for the identified building(s) and is consistent with The Trust’s overall redevelopment plans for Governors Island and (ii) the financial capacity and ability to successfully close the transaction and offer an expedited redevelopment timeline to convert the leased premises to their optimal utility. RFP Respondents should describe in their responses how their proposed projects satisfy the following RFP selection criteria:

## TEAM QUALIFICATIONS AND EXPERIENCE

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Respondents should be able to demonstrate expertise with developing, building, and operating high-quality programs and projects. The proposal should describe the team’s prior experience with a development project, from planning and financing to capital construction, and delivering the project on time and within budget. The Trust is also interested in the Respondent team’s track record with current and previous operations and projects. Information can include, among other things, a narrative, operating characteristics, revenue and/or attendance and other data, and third-party evaluations. Relevant similar projects should be highlighted. Resumes of key team members should be included.

## FINANCIAL CAPACITY

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The Trust is interested in the financial feasibility of the proposed project, and the Respondent team’s capacity to deliver that project. Respondents should outline a detailed financial plan for both capital renovation and operations for the duration of the proposed Lease term. Funding sources and cash flow for the capital project should be described, including an assessment of the risk associated with securing those sources. The financial plan should also highlight the capacity of the Respondent to fund the various types of payments required under the Lease and summarized in the “Payments To The Trust” section of this RFP.

## COMPATIBILITY WITH THE GOVERNORS ISLAND VISION AND PROGRAM

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Governors Island is a special place, and proposed projects must be compatible with the long-term vision of the Island as a vibrant, public, 24-hour community with a diverse mix of uses. The Trust seeks Respondents who can clearly articulate how their own program and proposed project fit into that vision for Governors Island. Ideally, the unique environment of the Island is an important aspect of the vision for the project. The Trust is interested in well-designed projects that serve as a platform for related activities and opportunities to enrich the Island.

Respondents should have demonstrated excellence – attracting the best and brightest – in any field in the nonprofit or commercial sectors. Respondents should describe how their project is distinguished from other similar projects.

Individual projects will be evaluated on their qualifications, but also in the context of other projects and how the complement of projects resulting from this RFP will advance the Island’s vision and shape its future development.

## FINANCIAL IMPACT TO THE TRUST

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Projects with a greater positive financial impact to The Trust will be favored. The Trust will consider the proposed payments to The Trust, including any combination of monthly/quarterly/annual payments of Base Rent and CAM, or upfront lump sum payment in lieu of these regular payments. In addition, the Respondent should indicate if they intend to provide services that would benefit The Trust or other tenants (such as transportation); this will be considered in the evaluation.

If the proposed project entails an operating expense to The Trust beyond the current core operation, this cost will be factored in to the evaluation.

Neither The Trust nor the City will provide capital subsidies or support. The Trust will not perform any capital work on the buildings on behalf of tenants, or expand the current scope of the Island-wide capital program beyond the existing program, described earlier.

As outlined earlier, Respondents should submit a financial pro forma that is structured as a residual cash flow analysis, including all costs associated with the operation of the program. Final revenues and expenses associated with the operation of the project will be negotiated as part of the lease process.

## SCHEDULE

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The project schedule should identify timeframes for design, construction, fit-out, and occupancy. The Trust seeks proposals which bring properties into productive use as quickly as feasible. However, projects should also be timed to begin operation when the infrastructure projects are online.

## ENVIRONMENTAL SUSTAINABILITY

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Respondents are encouraged to incorporate sustainable practices in design, construction, and operation. Reductions of solid waste and storm water runoff, and water conservation are important areas to target.

## ECONOMIC IMPACT TO THE CITY

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Respondents should identify the project's positive economic impacts to The Trust and the City. This could be calculated in terms of projected investment, including construction expenditures and annual operating budgets; temporary (construction) and new permanent employment and payroll; and any applicable New York City taxes such as sales and personal income taxes.



# VI. PROPOSAL REQUIREMENTS

All responses must adhere to the requirements of the RFP, including type of use, available buildings, and compliance with regulations. Proposals must include all of the information listed below (with explanations for any missing pieces of information) and be submitted in the correct format by the deadline. Any proposal not meeting these standards may be deemed non-responsive by The Trust in its sole discretion and not reviewed.

All work products and proposals submitted by Respondents shall become property of The Trust upon submission.

## PROJECT DESCRIPTION

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Respondents should submit a narrative describing relevant aspects of the project, including type and size of development, proposed uses and project schedule. Renderings and graphics are highly encouraged.

## PROJECT INFORMATION AND FINANCIAL OFFER

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Each Respondent must submit the following information electronically on a CD or memory stick and in Excel format (soft-coded). The data should cover the entire term of the lease. Pro forma statements describing the development and operation of the project, including:

1. Identification of a primary point of contact who is able to answer any questions posed by The Trust regarding aspects of the proposal.
2. Statement of assumptions on which all calculations are based, including all assumptions typically provided in a pro forma for the proposed use;
3. Requirements and criteria for space needed for the proposed use, identification of desired building(s), and alternate buildings in priority order;
4. General construction budget delineating hard and soft costs;
5. Sources and uses of funds for redevelopment, including details of equity and financing sources, and a break-out of all soft and hard costs and development and financing fees to be paid on the “uses” side;
6. Cash flow from program and operations, including all necessary capital improvements over time, reserves and debt service payments;
7. Proposed payments of rent and/or CAM to the Trust. Proposers are free to propose payments on a monthly basis, a lump-sum upfront payment, or a combination thereof. Any discounted cash flow or other analysis used to determine the value of upfront payments should be detailed.
8. Details of equity and debt sources; and
9. Letters of interest and/or intent from lenders, if available and applicable.

## SPACE PLANS

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Respondents should provide as much detail as possible about the proposed renovation of the building(s). Submissions could include floor plans, materials and finishes, MEP specifications, historic restoration plans, and exterior plans for the building(s) and surrounding

areas. Any addition or change needing LPC and/or SHPO approval should be described and drawn in detail.

### CONSTRUCTION PLAN AND SCHEDULE

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The construction schedule should specifically detail the proposed start date, completion date, key milestones, and outline any key assumptions regarding materials transportation, site logistics, safety plan, construction waste removal, contracting approach, or any other material assumptions or requirements.

### OPERATING PLAN

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Please describe the operating plan including hours of operation; anticipated numbers of core users, staff, and visitors; facility maintenance plan; capital maintenance plan; security and safety requirements; programming and special events; and proposed rules and regulations. Respondents should comment on The Trust's current and future operating plans, noting any areas of particular concern for the proposal.

### RESPONDENT / TEAM QUALIFICATIONS

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Any entity that is not otherwise disqualified from doing business with The Trust or with the City is eligible to respond to this RFP. The entity may be for-profit or non-profit, partnership, joint venture, etc.

Each entity submitting a proposal must demonstrate sufficient financial resources and professional ability to develop the project in a manner consistent with its proposal. Each proposal must include a description of the management and/or development team, including the following items:

1. The intended form and structure of any proposed partnership or joint venture must be clearly explained, and a chart/diagram of the development entity showing structure (percentages) of ownership and investment must be included. A description of the sources of project equity and the amount of equity from each source within an entity should be provided as well.
2. Background information on all members of the Respondent's team, including relevant experience of all principal members thereof and their availability for commitment to the project. This information must be submitted for every participant in a partnership or joint venture.
3. Name, address, telephone number and qualifications of the development team, including all persons or entities that will design, develop, manage or operate the project. Respondents must provide the Federal EIN number of the development entity, if it has been formed, and the Social Security numbers of its principals.
4. If requested, the latest credit report for each of the principals and any relevant business entities and the most recent financial statements for the developing entity and each of its principals. Certified net worth statements must be submitted for every participant in a partnership or joint venture.
5. Any additional documentation or information evidencing the strength of the Respondent's team and its ability to complete its proposed project.

### COMMENTS ON LEASE TERM SHEET

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Each Respondent is required to review the terms of the Lease Term Sheet and submit any comments it may have. If a Respondent has no comments to the Lease Term Sheet, this

should be specifically stated. The nature, number and degree of proposed modifications to the terms of the Lease Term Sheet will be considered in the RFP evaluation and selection process.

### TENANT / LEASING STRATEGY

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If applicable, outline the proposed strategy for leasing and/or subleasing space within the project. Include proposed lease-up time frame, strategy, and any proposed incentives.

### VENDEX

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The selected firms and all of the partners of each that will be working on Trust matters will have to clear New York City's VENDEX check system. Upon request by The Trust, a Respondent will supply information requested on VENDEX clearance forms. Failure to supply such information or failure to supply it in a timely manner will eliminate a Respondent from any further consideration. Derogatory or problematic results arising from the VENDEX check, which ensues as a result of the submission of the complete clearance form, will also eliminate a Respondent from any further consideration.

### LOCAL LAW 34

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Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the City" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, Respondents responding to this RFP are required to complete a Doing Business Data Form (see Exhibit 4) and return it with their proposal, and should do so in a separate envelope. If the Respondent is a joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.

If the City determines that a Respondent has failed to submit a Data Form or has submitted a Data Form that is not complete, the Respondent will be notified by The Trust and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to The Trust. Failure to do so will result in a determination that the applicable RFP proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed, or no later than five (5) days from the date of mailing or upon delivery, if delivered.

### MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE")

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Although the requirements of the City's MWBE policy will not be applicable to contracts entered into by tenants selected pursuant to this RFP, The Trust encourages tenants on the Island to further the participation of minority and women-owned businesses in their work. Information about the M/WBE program can be found at <http://www.nyc.gov/html/sbs/html/procurement/mwbe.shtml>.

*Information about the M/WBE program can be found at <http://www.nyc.gov/html/sbs/html/procurement/mwbe.shtml>*

# VII. RFP PROCESS

*The Trust will conduct an information session and introductory site visit on Governors Island on **Wednesday, December 19.** This session is strongly recommended for all Respondents.*

The Trust reserves the right, at any time and in its sole discretion, to cancel this RFP, to select one, some, or all of the proposals, to reject all proposals, and to release another request for proposals in the future on substantially the same, or different, terms from those contained herein.

## INFORMATION SESSION AND SITE VISITS

**The Trust will conduct an information session and introductory site visit on Governors Island on Wednesday, December 19.** This session is strongly recommended for all Respondents.

The tentative schedule for December 19 is as follows:

8:45 – 9:00am:	Meet at BMB. The ferry leaves promptly at 9:00.
9:15 – 10:15am:	Information session
10:15 – 11:15am:	Tour of the Island and Historic District
11:30am:	Ferry leaves Governors Island

Those who wish to attend the information session must RSVP by Monday, December 17 by emailing [RFP@govisland.nyc.gov](mailto:RFP@govisland.nyc.gov) by. Directions and specific information and tour times will be provided upon RSVP. Respondents are encouraged to limit the number of attendees in their group in order to accommodate all interested parties.

Respondents are welcome to arrange for additional visits to see specific buildings during any Friday during this course of the RFP from 10 am to 1 pm. Visits must be arranged in advance. No questions relating to the RFP will be answered during these visits.

In addition to questions raised at the site visit and information session, questions regarding the subject matter of this RFP may also be directed to **[RFP@govisland.nyc.gov](mailto:RFP@govisland.nyc.gov)**. Respondents may submit questions and/or request clarifications from The Trust no later than 4:00pm on Tuesday, January 15, 2013. Answers to all questions will be posted periodically throughout the response period at [www.govisland.com/RFP](http://www.govisland.com/RFP), with the final posting by Friday, January 25, 2013.

The email address **[RFP@govisland.nyc.gov](mailto:RFP@govisland.nyc.gov)** is the only channel of communication for this RFP. Please direct all questions to this email address, and do not call The Trust's general number or any Trust staff.

## DEVELOPER DUE DILIGENCE

A Site Information File, containing important information regarding the buildings and other design and development information, will be available for purchase for \$10 or can be viewed for free by appointment at The Trust's office. Respondents are encouraged to view the File prior to submitting a proposal. To review or purchase the Site Information File, please contact The Trust at **[RFP@govisland.nyc.gov](mailto:RFP@govisland.nyc.gov)**.

The Site Information File contains:

- Floor Plans of the Buildings
- Quitclaim Deeds
- Final Generic Environmental Impact Statement
- Design Manual
- Park and Public Spaces Master Plan
- Site Characterization Investigation Report
- Phase 1 Environmental Site Assessment Report
- Governors Island 100-year Flood Plain Diagram
- Topographic Survey

The Site Information File is provided for informational purposes only. All information is provided only to further the understanding of the buildings, and should not be considered as a complete analysis of the buildings' conditions. The Trust undertakes no liability as to the accuracy of such information. Designated Respondents will be provided further inspection and due diligence opportunities prior to any lease executions.

The Trust makes no representation regarding the presence or absence of hazardous materials, quality of earth condition, or any other environmental conditions that may impact the buildings' suitability for development. The Trust will require that successful Respondents assume the obligation to remediate any environmental contamination, indemnify The Trust for any claims that may be made against it in the future, and release The Trust from any claims that the successful Respondents may have in the future arising out of the condition of the building(s).

## TIMELINE

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<b>RFP Release:</b>	<b>Monday, December 10, 2012</b>
<b>Information Session:</b>	<b>Wednesday, December 19, 2012</b>
<b>Final Questions Due:</b>	<b>Tuesday, January 15, 2013</b>
<b>The Trust's Responses to Final Questions:</b>	<b>Friday, January 25, 2013</b>
<b>RFP Responses Due:</b>	<b>Thursday, March 14, 2013 at 4:00pm</b>
<b>Lease Signing:</b>	<b>2013</b>



## APPROVAL PROCESS

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All leases must be approved by The Trust's Board of Directors.

## HOW TO SUBMIT

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All proposals must be submitted in accordance with the following procedures:

Eight (8) hard copies of the proposal and one (1) copy in PDF format on disc or memory stick, identified by "Governors Island RFP" on the envelope, must be submitted to and received by The Trust by 4:00pm on Thursday, March 14, 2013. Hard copies of the proposal shall be no larger than 11 x 17 inches, and should be bound into a single package. Any oversized plans and drawings should easily fold into the proposal package.

Such proposals must be delivered by hand, express mail, or courier service to the following address:

**The Trust for Governors Island**  
**10 South Street, Slip 7**  
**New York, NY 10004**  
**Attn: Development RFP**

Proposals that are received after the above indicated date and hour and/or are received at a different location may, in The Trust's sole discretion, be deemed ineligible.

The Trust reserves the right, in its sole discretion, to postpone the submission deadline for proposals. In case of any such postponement, notice shall be given to the entities to whom this RFP was distributed; any proposal submitted prior to such postponement may, at the Respondent's election, be withdrawn and resubmitted.

Responses will be reviewed for completeness and responsiveness to the criteria set forth in the "Selection Criteria" and "Proposal Requirements" sections above. Respondents may receive a request for clarification or supplemental information following the submission due date.

Any designated Respondent(s) will be expected to negotiate a lease with The Trust in accordance with the terms of its proposal and in an expedited manner. However, selection by The Trust of a proposal and initiation of negotiations shall not, and shall not be deemed to, obligate The Trust to enter into any lease or other agreement with the selected Respondent(s).

## CONDITIONS, TERMS AND LIMITATIONS

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In addition to those stated elsewhere, this RFP and any transaction resulting from this RFP are subject to the conditions, terms and limitations stated below.

Technical addenda issued by The Trust will be the only authorized method for communicating clarifying information to all potential proposers. Respondents should contact The Trust before submitting a proposal to verify that they have received any addenda issued. Respondents shall acknowledge the receipt of any addenda in their submissions.

Upon submission of a proposal to this RFP, Respondents, and their representatives and agents, shall treat their proposals and all information obtained from the Site File

or otherwise obtained from The Trust in connection with this RFP (“Confidential Information”) confidentially, and shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other Respondents or any other person, firm or entity, including press or other media, without The Trust’s prior written approval. Respondents shall refer all press and other inquiries concerning the RFP and the Confidential Information, without further comment, to The Trust.

The Trust shall be the sole judge of each proposal’s conformance with the requirements of this RFP and of the merits of the individual proposals. The Trust reserves the right to waive any conditions or modify any provision of this RFP with respect to one or more Respondents, to negotiate with one or more of the Respondents, to require supplemental statements and information from any Respondents, to establish additional terms and conditions, to encourage Respondents to work together, or to postpone or cancel this RFP or reject all proposals, if in its judgment it deems it to be in the best interest of The Trust to do so.

Respondents are advised that The Trust has the option of selecting Respondents without conducting discussions or negotiation. Therefore, Respondents should submit their best proposals initially, since discussions or negotiations may not take place.

All RFP submission materials become the property of The Trust. Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when exempted from disclosure under the New York State Freedom of Information Law. The Trust complies with the New York State Freedom of Information Law, which governs the process for the public disclosure of certain records maintained by The Trust (see Public Officers Law, Sections 87 and 89). Individuals or firms that submit proposals to The Trust may request that The Trust except all or part of such a proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. Such exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for such an exception must be in writing and state, in detail, the specific reasons for the requested exception. It must also specify the proposal or portions thereof for which the exception is requested. If The Trust grants the request for exception from disclosure, The Trust shall keep such proposal or portions thereof in secure facilities.

**IX.**  
**FURTHER  
INFORMATION**

For further information regarding the proposal requirements or Governors Island, please contact:

**Development RFP**  
**The Trust for Governors Island**  
**10 South Street, Slip 7**  
**New York, NY 10004**  
**[RFP@govisland.nyc.gov](mailto:RFP@govisland.nyc.gov)**

X.  
LIST  
OF  
FIGURES

1. Governors Island and Transportation Access
2. Governors Island, 2014
3. Park and Public Spaces, 2014
4. Available Buildings
5. Governors Island Capital Program and RFP Timeline
6. Utilities on Governors Island
7. Walking Distances from Ferry Landings

# XI. EXHIBITS

1. Profiles of Available Buildings
2. Lease Term Sheet
3. Use and Preservation Covenants excerpted from the Quitclaim Deed
4. Doing Business Data Form



# XI. EXHIBITS

## 1. PROFILES OF AVAILABLE BUILDINGS



## NOLAN PARK

Location on the northeastern side of the Island, Nolan Park is a shady green space criss-crossed by brick paths and surrounded by stately 19th century brick and wood-frame houses. Individually, the former homes are lovely; as a collection they represent a redevelopment opportunity that is unlike anything in New York City. As a campus-style grouping of beautiful buildings around a wonderfully designed open space, Nolan Park can be easily transformed into a stunning campus of commercial, cultural, educational, or other uses. The former single-family homes are easily imaginable as small offices, hospitality uses, or cultural spaces, while the larger buildings offer a range of options for complementary uses. The range of building and the unique setting present an opportunity to create a cohesive set of buildings for many types of uses.



**Building 1**, the Commanding Officers House, is an individually listed house in the National Register of Historic Places. Built in 1843, its gracious two story colonnaded portico fronts Nolan Park while the rear portico, atop a rise, looks out over Buttermilk Channel. Its ground floor boasts historically listed gracious interiors including a dining room, living room and library. In addition to the two main floors, a usable attic and basement expand the programmable space significantly. The Commanding Officers house is well suited to being redeveloped as the centerpiece of a Nolan Park campus. The building is brick on masonry bearing walls. The building is in good structural shape and a new roof is being installed.

Floors: 2 plus attic and basement

Square Feet: 12, 700



**Building 2**, called the Governors House, was built in 1811 and is among the oldest buildings on Governors Island. Occupying the northeastern “corner” of Nolan Park, it is ideally situated between the Nolan Park campus and the buildings of the Arsenal District, including Pershing Hall, an ideal conference facility. The house is brick on masonry bearing walls in good structural condition with a newly installed roof.

Floors: 2 plus basement

Square Feet: 6,000



**Building 3** is a two-family house built 1846, situated between the picturesque Commanding Officers House and the Governors House. The building is comprised of two units with four rooms on each floor. Building 3 is brick on masonry bearing walls and is in good structural shape. A new roof is being installed on this building.

Floors: 2  
Square Feet: 7,200



**Building 6**

**Buildings 4-20** are charming wood frame one and two-family houses built between 1857 and 1902. Together, these buildings define the perimeter of Nolan Park. Their front porches face the charming green while each also boasts an expansive yard and views to the Parade Ground or Buttermilk Channel. The siding and porches are recently rehabilitated and each has a new roofs being installed.

**Buildings 4-8, 10:**  
Floors: 2 plus attic and basement  
Square feet : 8,000



**Building 16**

**Building 11:**  
Floors: 1 plus basement  
Square feet: 1,200

**Buildings 14-18:**  
Floors: 2 plus basement  
Square feet: 6,700



**Building 9**

**Buildings 19-20:**  
Floors: 2 plus attic and basement  
Square feet: 11,000

**Building 9** is a unique brick building amid the wood frames of Nolan Park.  
Floors: 2 plus basement  
Square feet : 8,000



**Building 11**

For a description of **Building 12**, see below.





**Building 25** forms the northern boundary of Nolan Park. Built in 1811, the building is configured perfectly for offices along an exterior corridor. Its second floor enclosed wood porch makes it unique among the houses of Nolan Park. The building consists of masonry bearing walls with wood floors. This building has a new roof being installed.  
 Floors: 2 plus basement  
 Square feet: 13,500



**SOISSONS LANDING DISTRICT**

The northern shore of Governors Island features a series of brick buildings of a variety of sizes, ages, and configurations. These buildings have previously been used as offices, apartments, and support spaces, and could be easily converted for residential, cultural, educational, and commercial uses. Most of these buildings feature views of the water and the Manhattan skyline, and are in very close proximity to Soissons Landing.



**Building 104** is an 1850 building located at the crest of a hill rising up from the Buttermilk Channel. This two-story building is brick on masonry bearing walls and is currently configured as offices. It is located just adjacent to Pershing Hall, with which it shares a front drive and a sloping lawn toward the water. The building is brick on masonry bearing walls and is currently configured as offices. A new roof being installed.  
 Floors: 2 plus partial attic  
 Square feet : 6,000



**Building 105** was built in three connecting parts between 1853 and 1860. Though a patchwork of construction, 105 benefits from high ceilings and open spaces, all at grade. The layout of this building presents a variety of highly flexible configurations for a variety of uses. The brick on masonry bearing wall construction has a recently replaced roof but has suffered from substantial water damage.  
 Floors: 1  
 Square feet : 6,800



**Building 109** is an open floor plan building constructed in 1945. It is situated in a prime location adjacent to Soissons Landing. The double gable building is brick on masonry bearing walls. The roof is in poor condition and the structure is a shell only with some structural concerns.

Floors: 1  
 Square feet : 7,500



**Building 110** was constructed in 1879 and enjoys unmatched views of lower Manhattan from its lengthy northern façade. The building has brick on masonry bearing wall construction and much of the interior has wood columns at 12’ spacing. New HVAC and fire suppression systems were recently installed through most of the building and a new roof is being installed. Building 110 is directly adjacent to Soissons Landing. A portion of the upper floor is currently in use for artists’ workspaces.

Floors: 2  
 Square feet: 48,000



**Buildings 111 and 112.** This pair of three-story L-shaped apartment buildings is located close to Soissons Landing on the north side of the Island, commanding excellent views of lower Manhattan. The buildings form a courtyard between them and they can be used together or separately. These buildings were constructed in 1934 and each has two entries, with two three-bedroom apartments on each floor at each entry. These buildings have basements and attic spaces. The buildings are cast-in-place concrete slab on grade with brick walls and slate roofs. They are in good shape structurally and have had recent slate roof repair. These buildings present a remarkable opportunity for a user who is interested in both the indoor space and the sheltered courtyard between them.

Floors: 3 plus attic and basement  
 Square feet : 40,000 each





**Building 114** is a residential building located between Building 112 and Castle Williams. Its northern and western facades enjoy views of the harbor. Building 114 was constructed in 1934 with approximately 12 bedrooms per floor and additional rooms on a partial third floor. Shared kitchen and communal spaces are located on the first floor. It was renovated entirely in 1996 by the Coast Guard. The building is cast-in-place concrete slab on grade with brick walls and a standing seam metal roof.

Floors: 3 plus basement  
 Square feet : 8,100



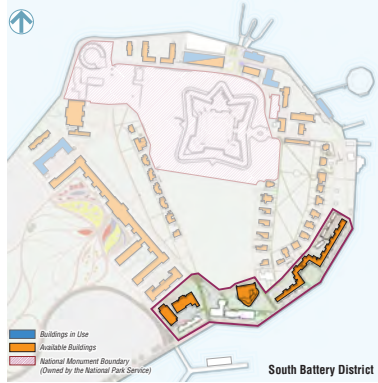
**Building 125**, known as Pershing Hall, is a gracious 1930 administrative building at the north end of the Island. There are ceremonial rooms, and dramatic, National Register-listed WPA murals on the first floor. The building has a lovely lawn on the water side and formal entrances on both the water and upland sides. The building is a cast-in-place concrete slab on grade with brick walls and a recently repaired slate roof. Pershing Hall is currently used for meetings and small conferences, and the building's configuration presents a fantastic opportunity for use as a conference/meeting and/or cultural space.

Floors: 4 plus basement  
 Square feet : 43,000



**Building 135**, constructed in three sections, is a charming two-story residence with a wraparound porch. It is connected to a three-story office building by a two-story connection. The structures are brick on masonry bearing walls. The 1835 building shares a sweeping lawn with Pershing Hall, and its northern façade faces Buttermilk Channel. It is currently configured as two residences and an office structure.

Floors: 2-3  
 Square feet : 15,000



## SOUTH BATTERY

The South Battery area is home to a collection of brick buildings which were originally designed as part of the Island’s core support services during its days as a military base. These substantial brick buildings feature unusual and highly flexible layouts, as well as ceiling heights and configurations that present unique and significant opportunities for non-standard users. The asphalt area south of Building 12, a former parking lot, will be improved as part of the new park project.



**Building 12** is a 140,000 square foot building broken into fifteen sections, each containing six three-bedroom apartments. This building includes attic and basement. The structure is brick on reinforced concrete with a slate roof. The building was constructed in 1931 from the designs of architects McKim, Meade and White.

Floors: 3 plus attic and basement

Square feet: 140,000



**Building 298** was constructed between 1840 and 1936 within the confines of an 1812 sandstone fortification. The building was used as an officer’s club and includes two large ballroom spaces and a minstrel gallery, which has an interior listing in the National Register of Historic Places. The formal spaces are gracious with soaring ceilings and wonderful light, and extensive existing back of house operations. The building operated for many years as a function and ballroom space, and is easy to imagine in a number of similar hospitality uses today. The neo-Georgian brick building tucked within the fortification walls is among the most unique buildings on the island or the region.

Floors: 2 and partial 3rd

Square feet : 23,000



**Building 324** was built as a YMCA in 1926. It includes a two-story height gymnasium/theater space. The building has a cast-in-place concrete slab on grade system with cast-in-place concrete footings under load-bearing brick columns and walls. This building has suffered from substantial water infiltration and has been largely gutted. There may also be some structural issues with the bearing walls and roof. Despite these issues, it is a flexible space with the potential of two large gathering spaces.

Floors: 2

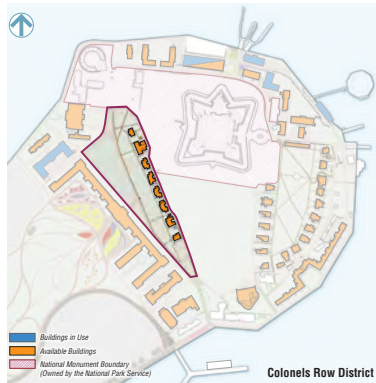
Square feet : 24,600





**Building 330** is a 700-seat theater with a stage and projection screen, built in 1937. The charming ticket booth, curving entrance ramps and theater area are all in excellent shape. The building has a cast-in-place concrete slab on grade system with cast-in-place concrete footings under load-bearing brick columns and walls. The slate roof is recently renovated.

Floors: 2  
 Square feet : 9,800



### COLONELS ROW

Colonels Row forms a second “campus” area of buildings surrounding a stunning central green space. The buildings are brick, and share a common look and feel which is accented by the triangular open green and allées of London Plane trees. The spot is popular for festivals and events, due to its picturesque setting and shady enclosed green. Colonels Row would be ideal for a moderate hospitality use or a collection of small cultural institutions.

**Buildings 403 - 410** are an historic collection of brick buildings known as Colonels Row. They are brick on masonry bearing wall construction and each has a new roof being installed.

**Building 403** was used as a single family home for senior military families, and enjoys open views of the McKim Meade and White buildings across the green, while backing onto the expanse of the Parade Grounds.

Floors: 3  
 Square feet : 6,700

**Buildings 404-408** are similar buildings built for two families, constructed between 1893 and 1895.

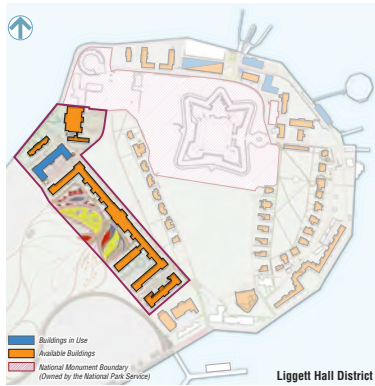
Floors: 3  
 Square feet : 12,500





**Building 409** is a spacious T-shaped barracks buildings overlooking Colonels Row green. The 1901 building features a charming two story wood porch.  
 Floors: 2 plus partial attic  
 Square feet : 15,600

**Building 410** was constructed in 1917 in the Arts and Crafts style, unique to Governors Island.  
 Floors: 2  
 Square feet : 5,500



**LIGGETT HALL**

**Liggett Hall and related buildings form a linear block in the center of the Island. To the north is Colonels Row and its beautiful green, and to the south is Liggett Terrace and the expanse of the park. The buildings are brick, and share a common look and feel. These buildings represent enough space to define an institution for decades to come, or for a diverse group of users to form a creative and innovative community unlike any other in the City.**



**Building 333** is a four-story administrative building designed by McKim Meade and White dating from 1932. On the east, Building 333 faces the YMCA and Theater, and on the west, Liggett Hall. The building has a cast-in-place concrete slab on grade system with cast-in-place concrete footings under load bearing columns and walls. The building has a new asphalt shingle roof. The column-supported construction and concrete slab makes this building highly flexible for a broad range of office, education, or other uses.  
 Floors: 4  
 Square feet : 62,000



**Building 400** is a McKim, Meade and White designed former barracks building. Known as Liggett Hall, the building bisects the Island, creating a natural gateway between the Historic District and the South Island. Its U-shape forms a courtyard with will be the center point of the new park and public space. The central block spans a monumental arch and is topped by a large gymnasium under the cupola. There are 14 entrances, though the interior divisions between each section have, in many cases, been removed. The southern façade features two-story galleries on the central block and wings. The building also includes a non-historic wing which has not been maintained. Built in 1929, the building is brick on a reinforced concrete structure with a slate roof. Liggett Hall can be the defining centerpiece of a great institution, or the home of a collection of like-minded uses which set the tone for the entire Island.  
 Floors: 3 plus partial 4  
 Square feet : 400,000







**Building 515**, the former army hospital, is a 1935 McKim Meade and White building. Its main façade, with pedimented entry and double granite stairway, looks out across to Fort Jay. The rear of the building enjoys views of the Harbor. The building has a cast-in-place concrete slab on grade system with cast-in-place concrete footings under load bearing columns and walls built around two central atria. The building is in good shape though interior finishes have deteriorated due to ground moisture.

Floors: 4

Square feet : 30,500



**Building 555** is on the west side of the Island, adjacent to the Harbor School, with broad harbor views. It was constructed in 1930 and is divided into three sections, each with a main entrance. Each section consists of two two-bedroom apartments on each floor and includes a full basement and attic. The building is a cast-in-place concrete slab on grade with brick walls and a recently repaired slate roof.

Floors: 3 plus attic and basement

Square. Feet: 32,000



XI.  
EXHIBITS

2.  
LEASE  
TERM  
SHEET

**This term sheet (the “Term Sheet”) summarizes certain principal terms with respect to any lease of properties on Governors Island which are the subject matter of this Request for Proposals (“RFP”).**

**Proposals submitted in response to this RFP will be evaluated based upon the selection criteria set forth in the RFP, including the proposed terms to be inserted in this Term Sheet and the extent to which Respondents comment upon or propose changes to the terms already herein provided.**

**This Term Sheet is intended solely as a basis of further non-exclusive discussions with respect to the terms of the proposed Project and is not intended to be, nor does it constitute, a legally binding obligation on the part of The Trust or the City or the Respondent. The terms set forth herein should not be construed as including all of the material terms and conditions to be set forth in a subsequent, formalized lease with the Selected Developer / Tenant for the development and operation of a Project Site. As referenced in the RFP, it is contemplated that the parties will negotiate a lease. In addition to the terms, conditions and limitations stated elsewhere in this RFP, the Lease will address standard terms for Trust dispositions, including but not limited to those stated below. The Trust reserves the right to modify or add to the terms.**

**I. Premises**

- (1) The Trust (the “Landlord”) is the fee owner of the premises (the “Premises”); which consist of:
  - (a) XXXXXXXXXXXXX
  - (b) XXXXXXXXXXXXX.
- (2) Tenant shall accept Premises “AS IS”; and acknowledges and agrees that it:
  - (a) has inspected the condition of the Premises;
  - (b) will not make any claim that the Premises are not in suitable permitted uses set forth therein; and
  - (c) will not make any claim regarding the condition of the Premises; and
  - (d) except for the provision of utility lines to a point of connection at the Premises as further described in Section VI, Landlord shall not have any responsibilities for the Premises during the Lease term.

**II. Term**

- (1) Initial term of Lease (the “Initial Term” or “Term”) shall be XX years from the date of the Lease, or “Commencement Date”.
- (2) XX extension term(s), (each an “Extension Term”), shall be granted at The Trust’s sole discretion, and shall be subject to similar terms and conditions applicable during the Initial Term, except the annual Base Rent shall be adjusted as described in the “Base Rent” section IV hereof. Extension Term(s) shall be granted, at The Trust’s sole discretion, provided Tenant satisfies the following conditions:
  - (a) provides written notice of its desire to extend the Lease no earlier than twelve months but no less than six months prior to original Lease expiration;

- (b) Lease shall be in full force and effect in accordance with its terms;
- (c) Tenant shall not be in default of its obligations at the time of such extension notice or at the beginning of the extension term; and
- (d) Tenant shall pass the “Vendex” process.

### III. Base Rent

- (1) Tenant shall pay to Landlord an annual rent (“Base Rent”) in the amount of TBD, commencing on the Commencement Date.
  - (a) Base Rent shall be payable in equal monthly installments, on the first day of each month, and shall equal one twelfth (1/12) of Base Rent then in effect.
  - (b) Base Rent to be escalated TBD annually, on the anniversary of every Commencement Date and every succeeding anniversary of the Commencement Date.
  - (c) If payment of Base Rent is not received within ten (10) days after the first day of each month, a late charge equal to the aggregate of two (2%) percent per month shall be applied to the Base Rent balance.
- (2) Base Rent during an Extension Term shall be based on the greater of the rental value set forth in an income-based appraisal of the Premises conducted prior to expiration of Initial Term and the then current Base Rent being paid.
- (3) Base Rent may also be reappraised during the Initial Term depending on the length of the Initial Term. This will be negotiated on a lease by lease basis.

### IV. Common Area Maintenance (“CAM”) Charges

- (1) Tenant shall pay to Landlord a monthly CAM charge, calculated as a percentage of the costs for operating and maintaining the Island’s common assets. More details on the services included within the common area charges and the methods of calculating such charges shall be set forth in leases.
- (2) If payment of the CAM charge is not received within ten (10) days after the first day of each month, a late charge equal to the aggregate of two (2%) percent per month shall be applied to the CAM charge balance.

### V. Impositions

- (1) Tenant shall pay all impositions at any time during the Term. For the purposes hereof “Imposition” or “Impositions” means:
  - (a) Real property general and special assessments (including, without limitation, any special assessments for business improvements or imposed by any special assessment district) and real property taxes;
  - (b) Personal property taxes;
  - (c) Occupancy and rent taxes;
  - (d) Water, water meter and sewer rents, rates and charges;
  - (e) License and permit fees;
  - (f) Service charges with respect to police and fire protection, street and highway construction, maintenance and lighting, sanitation and water supply;

- (g) Any other governmental excises, fines, levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind whatsoever now or hereafter enacted; and
  - (h) Any fines, penalties and other similar governmental charges applicable to the foregoing, together with any interest or costs with respect to the foregoing, incurred by reason of Tenant's failure to make any payments as herein provided.
  - (i) New York City and/or New York State real property transfer taxes, if applicable
- (2) Tenant shall pay each Imposition or installment thereof not later than the last date the same may be paid without incurring any interest or penalty.
  - (3) Tenant shall either (i) pay such Impositions to The City of New York (the "City") or such other appropriate government entity, or (ii) if directed by Landlord pay the equivalent level of payments to The Trust directly as payments in lieu of taxes ("PILOT").

#### VI. Utilities

- (1) Tenant must obtain and pay all costs of utilities, including all sewer charges and charges for all water, gas, heat, electricity and telecommunications, consumed and used in, or with respect to, the Premises. Notwithstanding the above, Landlord shall provide stub-up connections to gas, electric and water services to a point at the perimeter of the Premises. Further, Tenant shall:
  - (a) Install, maintain and repair all utility lines within the demised premises and all meters sub-meters and procure all permits, approvals and licenses necessary to secure delivery of such utility services; and
  - (b) Pay any utility charges directly to the companies supplying such utility services.
- (2) Landlord shall have no obligation to provide any utility services to the Premises; and Landlord shall not have any responsibility or liability to Tenant or any third party in the event any such utility services are not provided to the Premises, or any part thereof, or maintained.

#### VII. Use of Premises

- (1) Tenant shall not use the Premises for any purpose except as specifically permitted by this Lease without the prior written approval of Landlord, which approval may be granted or denied at Landlord's sole discretion. Tenant's use of the Premises must at all times be in accordance with the relevant deed use and historic preservation covenants, the New York City Zoning Resolution, as amended from time to time, relevant certificates of occupancy, and applicable Requirements. Tenant is responsible for obtaining all zoning and other approvals necessary and to apply for and obtain construction permits and Certificates of Occupancy, including, but not limited to, Department of Buildings ("DOB") or Department of Small Business Services ("DSBS") (if applicable) building permits and approvals. Tenant shall fully cooperate, at its sole cost and expense, with Landlord in any applications and submissions required under the City Environmental Quality Review process ("CEQR") for the lease.
- (2) Tenant shall obtain and maintain at its sole cost and expense any governmental license or permit imposed or mandated by any governmental authority in connection with Tenant's the use of the Premises.

- (3) Tenant shall not use or occupy the Premises for any unlawful, illegal, or hazardous business.
  - (a) Upon the discovery of any such unlawful, illegal or hazardous business, use or purpose, Tenant shall take all necessary steps, legal and equitable, to compel the discontinuance thereof, including but not limited to, if necessary, the removal from the Premises of any occupant using any portion of the Premises for any such business, use or purpose;
  - (b) Tenant shall assume all liability for Hazardous Substances.

#### VIII. Landlord's Easement

- (1) Landlord and its respective representatives and invitees, hereby reserves an easement for entry onto and into the Premises:
  - (a) to maintain, replace and repair existing infrastructure and other facilities including but not limited to the piers and Esplanade;
  - (b) to maintain its fire communications facilities, sewers, water mains and street sub-surface below the Premises; and
  - (c) to access and maintain and repair the bulkhead area and other facilities adjacent to the Premises.
- (2) Approximately XX square feet of interior space within the XXXXXX will be reserved for Landlord for utility and maintenance needs.

#### IX. Insurance

Tenant shall carry and maintain insurance coverage, at its sole cost and expense, at all times during the Term in such limits and with such deductibles as shall be determined by Landlord. Insurance coverage shall include, but not be limited to:

- (a) insurance during any construction work: Builder's Risk Property, Liability and Statutory Coverage; and
- (b) post construction: All Risk Property Insurance, Liability and Statutory Coverage;
- (c) Liability coverage; and
- (d) Such other insurance coverages as may be required by Landlord

#### X. Damage, Destruction and Restoration

- (1) Notice must be given to Landlord in the event any portion of Premises are destroyed or damaged.
- (2) Unless Landlord agrees otherwise, in the event of any damage or destruction to the Premises, Tenant shall restore Premises, at a minimum, to the extent of the value and as nearly as possible to the character of the Premises as it existed immediately before such casualty, subject to LPC and SHPO requirements. Any casualty insurance proceeds shall be made available to Tenant in connection with such renovation work.

#### XI. Condemnation

If the Premises is taken (excluding a taking of the fee interest in the land if, after such taking, Tenant's rights under this Lease and the leasehold interest created thereby are



not affected) for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant and those authorized to exercise such right, the Lease shall terminate on the date of taking and the Base Rent payable by Tenant hereunder shall be apportioned and paid to the date of taking. In the event of such a taking or condemnation, any award paid in connection with such taking or condemnation shall be payable to the parties in such proportion as set forth in the Lease.

#### XII. Assignment, Sublease, Transfer and Mortgage

- (1) Tenant shall not, without the prior written consent of Landlord in its sole discretion, enter into an (i) Assignment, (ii) Transfer, (iii) Sublease, or (iv) Mortgage (all of which to be defined in the Lease) or any other encumbrance of the Premises or a portion thereof.
- (2) In the event the Premises are sublet to subtenant, such subtenant would be expected to be subject to the terms of this Lease.
- (3) If Landlord consents to any of the foregoing occurrences, all assignees, transferees, and subtenants and their subsequent assignees shall be subject to the Vendex and other due diligence requirements hereunder including but not limited to the NYCEDC internal Background Investigation Questionnaire and shall comply with the requirements set forth herein. Landlord may impose any conditions to its consent that Landlord determines, in its sole reasonable discretion, may be necessary or appropriate, including, without limitation, requiring that any person that is a pledgee, transferee, Assignee or Subtenant of Tenant hereunder, or that occupies or makes use of the Premises, or that merges or consolidates with Tenant, or that acquires all or substantially all of the assets of Tenant, assume, perform and observe each and every term, covenant and condition on the part of Tenant to be performed or observed under the Lease and make all representations and warranties made by Tenant thereunder.
- (4) A sale or transfer of a controlling interest of Tenant, in one or more transfers shall be deemed an assignment.

#### XIII. Construction Work

- (1) Tenant shall perform or cause to be performed all construction work required in connection with the construction and fit-out of the Premises and to provide for the permitted uses described in the Lease. All construction work shall comply with any and all Requirements (as hereinafter defined). Subject to the terms set forth in the Lease, all construction work, including but not limited to required Tenant's work (as further described in the Lease, the "Project") and alterations, shall be subject to Landlord's approval.
- (2) Tenant shall be required, within XX months of the Commencement Date, submit to The Trust for approval:
  - (a) Construction budget;
  - (b) Proof of financing, proof of equity and/or other sources sufficient to fund the development and construction of the project; and
  - (c) Design development drawings for the improvements.

- (3) Tenant shall be required, within XX months of the Commencement Date, to commence construction of the Project.
- (4) Tenant shall be required, within XX months of the Commencement Date, to fully complete the Project.
- (5) Completion shall be subject to extension for unavoidable delays, to be defined in the Lease.
- (6) Tenant is encouraged to comply with the requirements of the Mayor's program on minority- and women-owned business enterprise contracting and minority and women hiring in connection with the construction of the Project.
- (7) Tenant shall provide a payment and performance bond, which must be satisfactory to The Trust in form and substance and be issued by a surety company that licensed or authorized to do business in New York State and is approved by the Comptroller.

#### XIV. Repairs and Maintenance

- (1) Lease shall be a "triple-net" lease. Tenant shall be entirely responsible for paying all operating expenses relating to the Premises (including, without limitation, electricity and other utilities, insurance, security and repairs) and shall bear all other risks, expenses and responsibilities relating thereto.
- (2) Tenant shall, at its sole cost and expense, take good care of and make all necessary repairs as necessary and desirable to the Premises.
- (3) Tenant shall be required to develop and regularly update a Facility Maintenance Plan.
- (4) Tenant shall designate a point of contact to The Trust for operational matters.

#### XV. Alterations

Tenant shall make no alterations or changes to the Premises (other than as specified in the Lease), including but not limited to those that affect the exterior and/or the interior of the Premises that require Department of Building approval or permit, the utility services or plumbing and electrical lines, infrastructure and structure of the improvements, without Landlord's prior written approval.

#### XVI. Requirements

- (1) Tenant shall comply with all requirements ("Requirements"), including any and all present and future laws, rules, regulations, orders, ordinances, statutes, codes, executive orders, and requirements of all governmental authorities applicable to the Premises or any street, road, avenue, water, wetland preserve or sidewalk comprising a part of, or in front of, the Premises or any vault in, or under the Premises (including, without limitation, the building code of New York City and the laws, rules, regulations, orders, ordinances, statutes, codes, and requirements of any applicable fire rating bureau or other body exercising similar functions).
- (2) Requirements shall also include The Trust's regulations and insurance policy requirements.
- (3) Tenant shall comply with all Requirements throughout the Term in connection with its tenancy, including but not limited to any construction work, maintenance,

management, use and operation of the Premises and Tenant's performance of its obligations under the Lease.

#### XVII. Discharge of Liens; Bonds

- (1) Tenant shall not create, cause to be created, nor suffer or permit to remain, any Lien, upon the following:
  - (a) the Lease, the leasehold estate created hereby, the income therefrom, the Premises, or any part of the Premises;
  - (b) any assets of, or funds appropriated to, Landlord; and
  - (c) any other matter or thing whereby the estate, rights or interest of Landlord in and to the Premises, or any part thereof, might be impaired.
- (2) If any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien created, or caused or suffered to be created by Tenant shall be filed against any assets of, or funds appropriated to, Landlord, Tenant shall, within thirty (30) days after Tenant receives notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien or public improvement lien, cause such lien to be discharged of record, by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

#### XVIII. Representations and Warranties

- (1) Neither Landlord, nor any of its Representatives have made any representations or promises with respect to the physical condition of the Premises or any other matter or thing affecting or related to the Premises, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of the Lease.
- (2) Tenant confirms that it represents, warrants and covenants that:
  - (a) Landlord, and the City have made no representations, statements, or warranties, express or implied, with respect to the Premises, its physical condition, Requirements applicable to the permitted use of the Premises or the transaction contemplated by this Lease, and Tenant agrees to take the Premises "as is" as of the Commencement Date.
  - (b) All information provided in the Vendex or Internal Background Investigation Questionnaire (as required) regarding Tenant and Tenant's principals and officers and the members of the Tenant's construction team with whom the Tenant has a direct contract, and all officers, principals, principal shareholders, partners and members thereof, submitted prior to execution of the Lease, is true and correct.
  - (c) Except as stated in an exhibit to the Lease, neither the Tenant and its respective principals, officers, managing agent, contractors, subcontractors, or its consultants, or any person that directly or indirectly controls or is controlled by or is under common control with the Tenant:
    - i. Is in default or in breach, beyond any applicable grace period, of its obligations under any written agreement with Landlord or the City, unless such default or breach has been waived in writing;

- ii. Has been convicted of a misdemeanor and/or found in violation of any administrative, statutory, or regulatory provision in the past 5-years;
  - iii. Has been convicted of a felony, and/or crime related to truthfulness and/or business conduct in the past 10-years;
  - iv. Has any felony, misdemeanor and/or administrative charges currently pending;
  - v. Has received written notice of default in the payment to the City of any taxes, sewer rents or water charges, unless such default is then being contested with due diligence in proceedings in a court or other appropriate forum; or
  - vi. Has owned at any time in the preceding 3-years any property which was acquired by the City by in rem tax foreclosure.
- (3) Tenant is duly organized, validly existing and in good standing under the laws, has the power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged.
- (4) Tenant has filed all tax (federal, state and local) returns required to be filed and has paid all taxes, assessments and governmental charges and levies thereon to be due, including interest and penalties. Tenant has no knowledge of any claims for taxes due and unpaid which might become a lien upon any of its assets.

#### XIX. Limitation on Liability

- (1) Landlord and the City shall not be liable for any injury or damage to Tenant or to any person happening on, in or about the Premises, nor for any injury or damage to the Premises, or to any property belonging to Tenant or to any other person, or that may arise from any other cause whatsoever, unless such injury or damage is determined to be caused by the gross negligence or intentional tortious acts or omissions of Landlord or the City.
- (2) Landlord and the City shall not be liable to Tenant or to any person for any failure of water supply, gas or electric current, or for any failures in any ferry service to and from Governors Island provided by Landlord or the City, nor for any injury or damage to any property of Tenant or of any Person or to the Premises, caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storm or disturbance, or by or from water, rain or snow which may leak, or by or from leakage of gasoline or oil from pipes, appliances, sewer or plumbing works, unless such failure, injury or damage is caused by Landlord or the City's gross negligence or intentional tortious acts.

#### XX. Indemnification

Tenant shall defend, indemnify and save Landlord and The City and 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 of whatever kind or nature, known or unknown, contingent or otherwise, including, without limitation, court costs and reasonable attorneys' fees and disbursements (collectively "Claims"), that may be imposed upon, or incurred by, or asserted against, any of the Indemnitees arising out of

this Lease or through the actions or inactions of Tenant or any of its employees, guests, invitees, contractors, subcontractors, representatives, officials, officers, servants or agents of Tenant, including without limitation any Claims for personal or bodily injury to any person or person, including death, or any damage to property of any nature.

**XXI. Landlord's Right to Perform Tenant's Covenants**

If at any time during the Term, Tenant fails to perform any of its obligations under the Lease, Landlord may perform such obligations. Notwithstanding, such performance shall not be considered a waiver of the Landlord's rights and remedies under the Lease.

**XXII. Investigations; Refusal to Testify**

Tenant shall cooperate fully with any investigation, audit, or inquiry conducted by a governmental authority or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the inspector general of a governmental authority that is a party in interest to the transaction, submitted bid, submitted proposal, contract, permit, lease or license that is the subject of the investigation, audit or inquiry.

**XXIII. Events of Default, Remedies and Performance Measures**

- (1) The Lease shall terminate and become null and void and the Premises shall revert back to Landlord unless all of the following conditions are met:
  - (a) Tenant shall provide the permits and approvals to Landlord for review and approval within XX months of Commencement Date of the Lease.
  - (b) Commencement of construction of the project improvements by XXXX date.
  - (c) Final Completion of the project improvements by XXX.
  - (d) Tenant fails to pay any Base or Additional Rent payment as and when due.
  - (e) Tenant shall default under any other terms and conditions of the Lease and fails to fully and properly cure such default within applicable cure periods set forth in the Lease.

**XXIV. Termination and Surrender**

Upon expiration of this Lease or upon a re-entry by Landlord upon the Premises, Tenant shall surrender the Premises to Landlord in good order, condition and repair, reasonable wear and tear excepted, free and clear of all Liens, subtenants and encumbrances other than easements and other rights that Landlord has agreed in writing may survive the expiration or earlier termination of the Lease.

**XXV. Claims, Jurisdiction, Immunities, Process**

- (1) Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the foregoing against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim for injury or damages.



- (2) Any and all claims asserted by or against Landlord arising under this Lease or related thereto shall be heard and determined either in the courts of the United States located in New York City (“Federal Courts”) or in the courts of the State of New York (“New York State Courts”) located in the City and County of New York.

XXVI. Arbitration

Arbitration shall be used only in such cases where the Lease expressly provides for the settlement of a dispute or question by arbitration.

XXVII. Security Deposit

Tenant shall deposit with Landlord an amount equal to XX months of Base Rent.

XXVIII. Capital Reserve Fund

Tenant shall maintain and fund a Capital Reserve Fund. The size of a required Capital Reserve Fund will vary based on the size of the Leased premises, the extent of initial fit-out work for the Premises, the proposed use, the length of Lease Term, and other factors.

# XI. EXHIBITS

## 3. USE AND PRESERVATION COVENANTS

provided that there shall be no more than one Monument Operator at any one time) to act as its/their agent in all respects hereunder as the Monument Operator by a written instrument for the benefit of the Governors Island Operator which delegates to such single Permitted Monument Operator all of its/their (such Monument Property Owner/s) rights with respect to the restrictions, conditions, covenants and easements created by this Deed, including the rights to enforce, terminate, amend, modify and otherwise deal with the same; (B) an executed counterpart of each such instrument shall be promptly delivered to the Governors Island Operator, and an executed counterpart of each such instrument shall be promptly and duly recorded by the Monument Operator in the real estate records where this Deed is recorded, and (C) unless and until each such instrument is so delivered and recorded, the National Trust shall be deemed to continue to be the Monument Operator and such successor or successors from time to time as owner or owners of the Monument Property shall be deemed to have appointed the National Trust to act as its/their agent in all respects hereunder as the Monument Operator and to have delegated to the National Trust all of its/their rights with respect to the restrictions, conditions, covenants and easements created by this Deed, including the rights to enforce, terminate, amend, modify and otherwise deal with the same.

2. Real Estate Use Covenants. The Grantor and the Grantee hereby covenant and agree that the restrictions, conditions and covenants set forth below in this Paragraph 2 (collectively the "**Real Estate Use Covenants**") shall be binding upon and enforceable against the Island Property, the Island Property Owner and the Governors Island Operator, in favor of and enforceable by the Monument Operator and the Governors Island Operator.

2.1. General. (a) The restrictions, conditions and covenants contained herein are intended to ensure the protection and preservation of the natural, cultural and historic qualities of Governors Island, guarantee public access to this magnificent island, promote the quality of public education, and enhance the ability of the public to enjoy Governors Island and the surrounding waterways, thereby increasing the quality of life in the surrounding community, the City, the State and the United States.

(b) It is understood and agreed that the Governors Island Operator, the State and the City shall develop and adopt or cause to be developed and adopted a master plan for the preservation and re-development and use of Governors Island (the "**Master Plan**"), which Master Plan shall incorporate the terms and conditions of this Deed, and which Master Plan is expected to be adopted and approved on or before December 31, 2007. As used herein, the term "**Master Plan Effective Date**" shall mean the earlier to occur of (i) the actual date on which the Master Plan is adopted, and (ii) December 31, 2012.

(c) It is further understood and agreed that the Monument Operator shall designate one or more liaison persons to participate in the planning processes leading to



the adoption of the Master Plan; that the Governors Island Operator, the State and the City shall permit such person/s to participate in all such processes in an advisory capacity.

2.2. **Public Accessibility.** The Island Property Owner and the Governors Island Operator shall cause the Island Property to be publicly accessible at all times in perpetuity (the "**Public Accessibility Restriction Term**") subject to (i) temporary closures pending adoption of the Master Plan and temporary closures for redevelopment, reconstruction, repair, maintenance and restoration of public parks, esplanades, streets, roads, ways, sidewalks, walkways and other public areas and facilities, (ii) changes established by the Master Plan of the location of public parks, esplanades, streets, roads, walkways and other public areas and facilities, (iii) reasonable rules and regulations, including reasonable hours of operation, of public parks, esplanades, walkways and other public areas and facilities, (iv) use of parts of the Island Property for the Permitted Uses in accordance with the Master Plan and this Deed, and (v) available ferry service.

2.3. **Permitted Uses.** The Island Property shall serve as an educational and civic resource of special historic character and as a recreational and open space resource for the people of the City, the State and the United States. In furtherance thereof, the Island Property shall be used, maintained and occupied only for any combination of the following uses set forth in this subparagraph 2.3 (the "**Permitted Uses**"):

(a) **Public Benefit Uses:** A portion of Governors Island, comprising not less than ninety (90) acres thereof, including the Monument Property shall be used for the following uses set forth in this subparagraph 2.3(a) (collectively the "**Public Benefit Uses**"):

(i) **Parkland:** Exclusive of the Monument Property, public parkland of at least forty (40) acres (no less than twenty (20) acres of which shall be contiguous), located primarily south of Division Road, which shall be dedicated and used as such in perpetuity (the "**Parkland Restriction Term**").

(ii) **Educational Uses:** From and after the date hereof and for a period of thirty (30) years from the Master Plan Effective Date (the "**Educational Uses Restriction Term**"), not less than twenty (20) acres of the Island Property, shall be used for one or any combination of the following educational purposes, including: classrooms, libraries, offices, auditoriums, incubators, research facilities, campus facilities, conference facilities, student and faculty housing, student services and dining facilities (the "**Educational Uses**").

(iii) **Additional Public Benefit Uses:** From and after the date hereof and for a period of thirty (30) years from the Master Plan Effective Date (the "**Additional Public Benefit Uses Restriction Term**"), permitted Additional Public Benefit Uses on

Governors Island shall be limited to any combination of the following uses set forth in this subparagraph 2.3(a)(iii) (collectively the "**Additional Public Benefit Uses**").

(A) Open space, in addition to a large public park as set forth in subparagraph 2.3(a) hereof, including a publicly accessible esplanade around the perimeter of Governors Island and publicly accessible active and passive land and water based recreational facilities.

(B) Museums and historic sites. For the purposes hereof, the Monument Property is an historic site that shall be deemed to count towards the 90-acre minimum referred to in subparagraph 2.3(a) hereof.

(C) Surface and water transportation uses.

(D) Not-for-profit cultural facilities.

(b) **Additional Permitted Uses:** From and after the date hereof and for a period of thirty (30) years from the Master Plan Effective Date (the "**Additional Permitted Uses Restriction Term**"), permitted uses on the Island Property shall include any combination of the following uses set forth in this subparagraph 2.3(b) that shall be compatible with the historic and civic character of Governors Island (collectively, the "**Additional Permitted Uses**"):

(i) Entertainment facilities;

(ii) Housing for caretakers or managers of Governors Island and police and fire personnel and facilities thereat;

(iii) Short-term or extended-stay accommodations;

(iv) Cultural and arts facilities;

(v) Hospitality uses, including hotels and conference/banquet facilities;

(vi) Commercial office space;

(vii) Retail, service and dining facilities;

(viii) Public works;

(ix) Health facilities; and

(x) Other public, commercial and mixed-use purposes.



(c) Development Subject to Funding: Notwithstanding any other provisions contained herein, the Monument Property Owner and the Monument Operator acknowledge and agree that any and all future development on the Island Property will be subject to the availability of funding to the Governors Island Operator for such purposes; provided however that failure to obtain funding for purposes other than future development shall not excuse an Event of Default (defined below).

(d) The Public Accessibility Restriction Term, the Parkland Restriction Term, Educational Use Restriction Term, Additional Public Benefit Uses Restriction Term, Additional Permitted Uses Restriction Term, and Prohibited Uses Restrictions Term (defined below) are herein sometimes referred to collectively as the "**Restriction Terms**".

2.4. Prohibited Uses. Without limiting the foregoing, from and after the date hereof and during the fifty (50) year period commencing on the Master Plan Effective Date (the "**Prohibited Uses Restrictions Term**"), no portion of the Island Property shall be used for any of the following purposes (collectively the "**Prohibited Uses**"):

- (a) Residential uses, except as otherwise expressly permitted herein;
- (b) Industrial or manufacturing uses;
- (c) Casino or gaming uses, including the docking of vessels to be used wholly or partially for casino or gaming use or for transportation to a vessel or other location used for such purposes;
- (d) Parking, except parking for vehicles used in connection with the maintenance and operation of Governors Island or facilities thereat and the transportation of visitors to various locations throughout Governors Island; and
- (e) Electric power generating stations other than those that furnish power only to Governors Island.

2.5. Change in Uses. (a) The Island Property Owner and the Governors Island Operator shall not have the right to, and shall not, change the above-described Permitted Uses, except as expressly permitted in this subparagraph 2.5. The Governors Island Operator shall have the right from time to time, during the applicable Restriction Terms, upon written notice to the Monument Operator delivered in compliance with the requirements of Paragraph 17 hereof, to request a change in use of the acreage minimums set forth in subparagraph 2.3(a) hereof (hereinafter a "**Request For Change In Public Benefit Use**"), or to request a change in the Additional Permitted Uses or a change to a Prohibited Use (including a Request For Change In Public Benefit Use, a "**Request for Change**"). The Monument Operator shall, not more than 120 days following receipt of a Request For Change, advise the Governors Island Operator in writing whether or not the



Monument Operator concurs with the requested change in use, and the valuation of such requested change in use, determined in accordance with subparagraph 2.5(c) hereof. If the Monument Operator does not concur with the requested change, the change shall be prohibited. If the Monument Operator does not give a notice that it concurs with the requested change, the Monument Operator shall be deemed not to concur with the requested change and the change shall be prohibited. If the Monument Operator concurs with the requested change but does not give a valuation to the Governors Island Operator, the Monument Operator shall be deemed not to concur and the change shall be prohibited. The decision to concur or not to concur with the requested change shall be made by the Monument Operator in its sole discretion. The Governors Island Operator shall have the right to request that the Monument Operator give an estoppel certificate in form and substance reasonably requested to the effect that (i) a particular use for a particular part of the Island Property is a Permitted Use, (ii) a particular change in use for a particular part of the Island Property is permitted without the consent of the Monument Property Owner pursuant to subparagraph 2.5(b) hereof, or (iii) the Monument Operator concurs with a particular change in use for a particular part of the Island Property as provided above. The Monument Operator shall, not more than 120 days following receipt of a request for an estoppel certificate pursuant to the preceding sentence, deliver such estoppel certificate to the Governors Island Operator in form and substance reasonably satisfactory to the Monument Operator, provided that (I) such particular use for such particular part of the Island Property is a Permitted Use, (II) such particular change in use for such particular part of the Island Property is permitted without the consent of the Monument Property Owner pursuant to subparagraph 2.5(b) hereof, or (III) the Monument Operator concurs with such particular change in use for such particular part of the Island Property as provided above. The Governors Island Operator may deliver its request for an estoppel certificate with its Request for Change pursuant to this subparagraph 2.5(a) or its notice of a change in use pursuant to subparagraph 2.5(b) hereof.

(b) Notwithstanding the foregoing, provided that a change in Public Benefit Use shall be to another Public Benefit Use, an Additional Public Benefit Use or an Additional Permitted Use, and provided further that such change in use shall be a change in use of, cumulatively throughout the applicable Restriction Terms as defined herein, not more than ten percent (10%) of each acreage minimum set forth in subparagraph 2.3(a) hereof for Public Benefit Uses, no prior concurrence of the Monument Operator shall be required and the Governors Island Operator may make or permit such change in use, provided that it gives at least 120 days prior written notice of the same to the Monument Operator delivered in compliance with the requirements of Paragraph 17 hereof.

(c) Valuation of Change In Use. Except with regard to any change in use made pursuant to subparagraph 2.5(b) hereof, all changes in use hereunder shall be effective upon consent of the Monument Operator. Payment shall be made to the Monument Operator by the Governors Island Operator and/or the Island Property Owner who makes



a change in use in an amount equal to the difference between (A) the difference between full fair market value of the Island Property in its entirety without the grant of the requested change in use and the full fair market value of the Island Property in its entirety with the grant of the requested change in use and (B) the Cumulative Operating Deficit Amount. All valuations shall be done by the Monument Operator in accordance with generally accepted appraisal principles for real estate appraisals as promulgated in the "Uniform Appraisal Standards for Federal Land Acquisitions" (5<sup>th</sup> ed., Dec. 20, 2000) by the Interagency Land Conference and published by the Appraisal Institute (as the same may be amended or replaced from time to time) (the "**Valuation Process**"), but in the Monument Property Owner's reasonable discretion. The Cumulative Operating Deficit Amount shall mean the cumulative operating shortfall incurred by the Governors Island Operator for the period from the date hereof to the date of the requested change but not to exceed ten (10) years (without duplication), with interest at the applicable Federal Rate, such amount to be equal to the difference in the aggregate Governors Island Income earned over any operating expenses paid by the Governors Island Operator for such period of time provided that the Cumulative Operating Deficit Amount shall be determined taking into account any offsets hereunder in respect of any previous requested change. If the Valuation Process results in a finding that, notwithstanding the requested change in use, the value of the Island Property as a whole is zero (0) or less, the Monument Operator shall determine that the full fair market value of a requested change in use is nominal. If the Governors Island Operator disputes the Monument Operator's determination of the fair market value of the Island Property as affected by the requested change in use or the Cumulative Operating Deficit Amount (and elements thereof), and such dispute is not resolved by agreement between the Monument Operator and the Governors Island Operator within 60 days after the receipt by the Governors Island Operator of the Monument Operator's determination of such fair market value, such dispute shall be referred to and finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") then in effect. Any such arbitration shall be brought within 120 days after the receipt by the Governors Island Operator of the Monument Operator's determination of such fair market value. If arbitration is not brought within such 120-day period, the Governors Island Operator shall be deemed to have waived its rights to bring arbitration or any other action or proceeding with respect to such dispute. There shall be three arbitrators, one to be selected by the Governors Island Operator, another to be selected by the Monument Operator, and the third to be selected by mutual agreement of the Governors Island Operator and the Monument Operator or, failing such agreement, pursuant to said Rules. The arbitration shall take place in New York County, New York. Each of the arbitrators shall be licensed as an appraiser in the United States and have a minimum of ten years experience as an appraiser, including a minimum of five years experience in appraising commercial and mixed use properties in the United States. The fees and expenses of the third arbitrator and the costs of the arbitration shall be borne as provided in the arbitrator's award by the party who substantially loses the arbitration. Each of the Governors Island Operator and the Monument Operator shall bear the fees and expenses

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of the arbitrator appointed by it and its own costs and expenses in connection with the arbitration.

2.6. Application of Income. (a) From and after the date hereof and during the thirty (30) year period commencing on the Master Plan Effective Date, all income derived from the operation and use of the Island Property or any part thereof or any improvements thereon, including net sale proceeds (including from sale of development rights), net insurance proceeds, net loan proceeds, user fees, lease rents, contractual payments, license, concession fees and royalties, but excluding charitable donations and gifts, (collectively "**Governors Island Income**") by GIPEC or its successors and assigns or the Island Property Owner, the Governors Island Operator, shall be applied solely and exclusively to pay for all costs and expenses incurred by GIPEC or its successors and assigns in connection with its operation, maintenance, remediation, development and improvement of Governors Island or on behalf of the operations of any entity for any of its Public Benefit Uses, Additional Public Benefit Uses, Additional Permitted Uses, if any, of Governors Island, including each of the following:

(i) the repair, maintenance, remediation and protection of the land, sub-surface areas, and all structures, improvements, facilities, landscaping, fencing, utilities, roadways and pedestrian ways, and infrastructure, and the bulk-heading, piers, wharves and other waterfront improvements to Governors Island and any off-island public facilities that directly serve and benefit Governors Island, including historic preservation of any of the same where applicable;

(ii) the planning and performance of any capital improvements to Governors Island or for any off-island capital improvements, that directly serve and benefit Governors Island;

(iii) debt service, reserves, issue costs, and any other financing costs attributable to the planning and redevelopment of Governors Island or any off-island public facilities, that directly serve and benefit Governors Island;

(iv) ordinary operating expenses including fees for a contract operator of Governors Island, utility costs, insurance expenses, advertising and marketing costs, and overhead costs reasonably required for the Governors Island Operator, including personal services and other than personal services costs;

(v) the maintenance and support of transportation services to, from and within Governors Island, including ferry and jitney services;

(vi) any capital expenses incurred in connection with such transportation services, including the purchase or overhaul of ferry boats and jitney vehicles;



(vii) to the extent not included in the foregoing, all other costs and expenses incurred by the Governors Island Operator for the operation, maintenance, development and improvement of Governors Island; and

(viii) taxes, tax equivalency payments and user charges for governmental services collected by the Governors Island Operator and paid to a governmental taxing authority.

(b) Any income remaining after payment of the foregoing costs and expenses shall be paid by the Governors Island Operator into a reserve fund or funds which shall be available to pay for any of the items set forth in (i) through (viii) above that may be thereafter incurred by the Governors Island Operator. The Governors Island Operator and the Island Property Owner shall not enter into or consent to any sale, lease or other transfer or transaction that is not on market terms and conditions. The preceding sentence shall not apply to any transfer or transaction to an educational, charitable, governmental or public benefit entity on non-market terms and conditions, provided that any such transfer or transaction to any such educational, charitable, governmental or public benefit entity requires that any subsequent transfer or transaction be restricted as provided in the preceding sentence. Notwithstanding the foregoing, the Governors Island Operator may enter into any transfer or transaction on non-market terms and conditions that is entered into in good faith taking into account both the civic, cultural, historic and public benefit character of Governors Island and the Permitted Uses, provided that any income derived thereunder shall be applied in accordance with this subparagraph 2.6.

(c) The Governors Island Operator shall use commercially reasonable efforts to deliver to the Monument Operator, not later than one hundred and twenty (120) calendar days following the close of each fiscal year of the Governors Island Operator (i) an audited financial statement, certified by an officer of the Governors Island Operator, showing for such fiscal year the income, the costs and expenses paid therefrom and the additions to, payments from and beginning and ending balances of the applicable reserve fund or funds, and (ii) a copy of the Governors Island Operator's audited annual financial statements for such fiscal year. The Governors Island Operator shall at reasonable times permit representatives of the Monument Operator to inspect its books and records, including its records concerning sales, leases, subleases and other transfers or transactions. The Governors Island Operator shall maintain books and records relating to its financial affairs at all times in accordance with, and all financial statements provided for in these Real Estate Use Covenants shall be prepared in accordance with, generally accepted accounting principles.

2.7 Successors. The Real Estate Use Covenants (i) shall run with and bind the land comprising the Island Property for the applicable Restriction Terms, (ii) shall bind the Island Property Owner, the Governors Island Operator and each successive transferee, grantee, lessee or sublessee, licensee or sublicensee, occupant, user and operator of the



Island Property or any part thereof, (iii) shall inure to the benefit of and be enforceable by the Monument Operator and by the Governors Island Operator; and (iv) shall be inserted verbatim or by express reference (and, if not actually so inserted, shall be deemed to be inserted) in all deeds, conveyances, leases and subleases, licenses and sublicenses and other occupancy and operating agreements hereafter with respect to the Island Property or any part thereof.

3. Historic Preservation Covenants. The Grantor and the Grantee hereby covenant and agree that the restrictions, conditions and covenants set forth below in this Paragraph 3 (collectively the "**Historic Preservation Covenants**") shall be binding upon and enforceable against the Island Property, the Island Property Owner, the Governors Island Operator, the Monument Property, the Monument Property Owner and the Monument Operator, in favor of and enforceable by the Governors Island Operator, the Monument Operator and the New York State Office of Parks, Recreation and Historic Preservation or its successor agency (herein "**OPRHP**").

3.1. Governors Island includes the Governors Island National Historic Landmark District and the New York City Governors Island Historic District (together the "**GINHL**"). The Island Property Owner and the Monument Property Owner shall maintain and preserve the interior and exterior features that qualify the Island Property and the Monument Property respectively for inclusion in the State and National Registers of Historic Places consistent with the Governors Island Preservation and Design Manual dated January 28, 2003, comprising the documents entitled "Design and Development Guidelines," "Preservation and Design Standards," and "Building and Property Summary Sheets," (hereinafter collectively the "**Manual**"), which Manual is incorporated herein by reference.

3.2. No construction, alteration, modification or any other work shall be undertaken or permitted to be undertaken within the GINHL which would affect the integrity or the appearance of the significant features and spaces cited above without the prior consultation with OPRHP and the New York City Landmarks Preservation Commission ("**LPC**"). Review of any such work shall be guided and informed by the recommended approaches in the Manual, and any such work undertaken shall be consistent with the Manual in order to preserve and enhance those qualities that make the property eligible for inclusion in the State and National Registers of Historic Places.

3.3. [Intentionally Deleted]

3.4. The Historic Preservation Covenants (i) shall run with and bind the land comprising the Monument Property and the Island Property in the GINHL or any part thereof in perpetuity, (ii) shall bind the Monument Property Owner, the Monument Operator, the Island Property Owner, the Governors Island Operator and each successive transferee, grantee, lessee or sublessee, licensee or sublicensee, occupant, user and



operator of the Monument Property or the Island Property in the GINHL or any part thereof, (iii) shall inure to the benefit of and be enforceable by the Monument Operator, the Governors Island Operator and OPRHP; and (iv) shall be inserted verbatim or by express reference (and, if not actually so inserted, shall be deemed to be inserted) in all deeds, conveyances, leases and subleases, licenses and sublicenses and other occupancy and operating agreements hereafter with respect to the Monument Property or the Island Property in the GINHL or any part thereof.

3.5. The failure of OPRHP to exercise any right or remedy under or with respect to the Historic Preservation Covenants shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

3.6. OPRHP may, at OPRHP's discretion, without prior notice, convey and assign all or part of its rights and responsibilities contained in the covenant to any successor State agency or instrumentality performing substantially the same functions as the OPRHP.

3.7. Historic Preservation Agreement. The Grantor and the Grantee agree that this Deed is made substantially in compliance with the Programmatic Agreement dated April 11, 1996 among The United States Coast Guard, The General Services Administration, The Advisory Council on Historic Preservation, the New York State Historic Preservation Office, the City of New York and the National Trust for Historic Preservation Regarding the Closure and the Process for Disposal of the United States Coast Guard Support Center on Governors Island, New York, New York.

4. Monument Preservation Covenants. The Grantor and the Grantee hereby covenant and agree that the restrictions, conditions and covenants set forth below in this Paragraph 4 (collectively the "**Monument Preservation Covenants**") shall be binding upon and enforceable against the Monument Property, the Monument Property Owner and the Monument Operator in favor of and enforceable by the Governors Island Operator and Monument Operator.

4.1. The Monument Property Owner shall use the Monument Property for national monument purposes, and for no other purpose, except the Monument Permitted Uses (defined below).

4.2. The Monument Property Owner shall maintain the Monument Property as an educational and civic resource of special historic character and as a recreational and open space resource for the people of the City, the State and the United States; and as such, it shall be used, maintained and occupied subject to rules and regulations adopted by the Monument Operator and the availability of appropriated funds for any combination of the following uses (the "**Monument Permitted Uses**"): (a) museums and historic sites, such as national parks and monument areas; (b) not-for-profit cultural facilities; (c) historic

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interpretation sites; (d) other non-commercial uses customary for national parks and monument areas; (e) commercial uses necessary for and limited to visitor services ancillary to the use of the Monument Property; and (f) office and administrative space ancillary to the use of the Monument Property.

4.3. The Governors Island Operator shall designate one or more (but not to exceed three) liaison persons to participate in the planning processes leading to the adoption of a general management plan for the Monument Property; and the Monument Operator shall permit such person/s to participate in all such processes in an advisory capacity.

4.4. The Monument Preservation Covenants (i) shall run with and bind the land comprising the Monument Property in perpetuity, (ii) shall bind the Monument Property Owner and each successive transferee, grantee, lessee or sublessee, licensee or sublicensee, occupant and user of the Monument Property or any part thereof, (iii) shall inure to the benefit of and be enforceable by the Governors Island Operator on behalf of the Island Property Owner, the Monument Operator on behalf of the Monument Property Owner; and (iv) shall be inserted verbatim or by express reference (and, if not actually so inserted, shall be deemed to be inserted) in all deeds, conveyances, leases and subleases, licenses and sublicenses and other occupancy agreements hereafter with respect to the Monument Property or any part thereof.

5. Access and Utility Easements. The Grantor and the Grantee hereby covenant and agree that the access and utility easements set forth below in this Paragraph 5 (collectively the “**Access and Utility Easements**”) (i) shall be binding upon and enforceable against the Island Property, the Island Property Owner and the Governors Island Operator, in favor of and enforceable by the Monument Operator, and (ii) shall be binding upon and enforceable against the Monument Property, the Monument Property Owner and the Monument Operator, in favor of and enforceable by the Governors Island Operator.

5.1. Access Easements. (a) The Monument Property Owner and Monument Operator shall at all times have an easement or easements for unrestricted access on, over, through, across and by all public streets, roads, ways, sidewalks and docks serving Governors Island, and ground floor public corridors and facilities in Building 140 to the extent required to serve the easement area, now or hereafter located on or serving the Island Property for vehicular and pedestrian access and egress and for parking of vehicles, in order to access, administer, operate, maintain the Monument Property, including access and parking for its employees, contractors, subcontractors, invitees, guests, supplies and materials, in each case non-exclusive and subject to reasonable, non-discriminatory regulations established from time to time by the Governors Island Operator. Without limiting the foregoing and notwithstanding anything herein to the contrary, the Monument Property Owner shall have such easements for access and egress over (x) Soissons Dock, (y) one or more working docks that can accommodate large water craft, transport

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XI.  
EXHIBITS

4.  
DOING  
BUSINESS  
DATA  
FORM

# Doing Business Data Form

To be completed by the City agency prior to distribution	
Agency: _____	Transaction ID: _____
<b>Check One:</b> <input type="checkbox"/> Proposal  <input type="checkbox"/> Award	<b>Transaction Type (check one):</b> <input type="checkbox"/> Concession <input type="checkbox"/> Contract <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

**Please return the completed Data Form to the City office that supplied it.** Please contact the Doing Business Accountability Project at [DoingBusiness@cityhall.nyc.gov](mailto:DoingBusiness@cityhall.nyc.gov) or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

### Section 1: Entity Information

Entity Name: \_\_\_\_\_

Entity EIN/TIN: \_\_\_\_\_

#### **Entity Filing Status (select one):**

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated \_\_\_\_\_. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated \_\_\_\_\_. *Skip to the bottom of the last page.*

Entity is a Non-Profit:       Yes       No

Entity Type:     Corporation (any type)     Joint Venture     LLC     Partnership (any type)  
                    Sole Proprietor                     Other (specify): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail: \_\_\_\_\_

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.



**Section 2: Principal Officers**

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

**Chief Executive Officer (CEO) or equivalent officer**

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

This person replaced former CEO: \_\_\_\_\_ on date: \_\_\_\_\_

**Chief Financial Officer (CFO) or equivalent officer**

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

This person replaced former CFO: \_\_\_\_\_ on date: \_\_\_\_\_

**Chief Operating Officer (COO) or equivalent officer**

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

This person replaced former COO: \_\_\_\_\_ on date: \_\_\_\_\_

**Section 3: Principal Owners**

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

**There are no owners listed because (select one):**

- The entity is not-for-profit     There are no individual owners     No individual owner holds 10% or more shares in the entity  
 Other (explain): \_\_\_\_\_

**Principal Owners (who own or control 10% or more of the entity):**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

**Remove the following previously-reported Principal Owners:**

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

**Section 4: Senior Managers**

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

**Senior Managers:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

**Remove the following previously-reported Senior Managers:**

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

**Certification**

**I certify that the information submitted on these four pages and \_\_\_\_\_ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Title: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

