Appendix 2
SCA Correspondence

SCA
School Construction Authority

NYC
Department of Education

July 15, 2010

Amanda M. Burden, FAICP
Chair
City Planning Commission
22 Reade Street
New York, New York 10007

Re: Proposed School at Duarte Square Site, Manhattan

Dear Chair Burden:

As you are aware, the New York City School Construction Authority (SCA) has been in discussions with Trinity Real Estate as it has been developing its proposal for zoning modifications to permit residential uses in the Hudson Square area and how the need for additional school seats generated by those new residents could be addressed. Although further discussions will be necessary as Trinity refines its proposal and more details become available, we appreciate this opportunity to share our thoughts with you regarding the discussions that have occurred to date.

The proposed Hudson Square rezoning area is located within the Tribeca/Village subdistrict of Community School District No. 2, which is an area that has experienced increasing public school enrollments at the primary school level and for which we anticipate continued growth. The Department of Education's Five-Year Capital Plan for Fiscal Years 2010-2014 identifies the need and provides funding for the creation of 1,301 additional seats in this subdistrict to address the growth in enrollments and overcrowding of existing school facilities. We are closely monitoring the need for additional public school capacity in the area, and continue to search for appropriate sites to accommodate the needed school seats.

The closest existing public primary school facilities to the Hudson Square rezoning area are located either in Tribeca (P.S. 234) or the West Village (P.S. 3 and P.S. 41). We believe that the development of a new public school facility within the Hudson Square area would be geographically appropriate and necessary to accommodate the additional school-aged population generated by new residential developments within the rezoned Hudson Square. Therefore, creating the opportunity for the inclusion of a new school facility within one of the Hudson Square redevelopment sites is one that we are very interested in exploring further.

To date, our discussions with Trinity have focused on the Duarte Square site, which is one of the larger parcels under Trinity's direct control. The preliminary massing and sketches that have been shared with us so far suggest that the site could accommodate a small primary school facility of approximately 400 seats within the lower floors of a mixed-use building, and Trinity's commitment to provide a school facility at that location with a dedicated entrance from the site's

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Grand Street frontage would provide separation for young students and school visitors from the heavier vehicular volumes on the other streets that adjoin the Duarte Square site. It is important to note that the size, location, and accessibility of open space to serve schoolchildren are significant concerns that will require further consideration and discussion as plans are more fully developed.

I want to thank you again for this opportunity to share the SCA's thoughts regarding the inclusion of a school facility in Hudson Square. We believe that this represents an important example of how the planning of new housing developments can be aligned with the critical City services that are required to serve their future residents.

Sincerely,

Lorraine Grillo

Lorraine Grillo
Acting President & CEO

The Rector, Church-Wardens and Vestrymen
of Trinity Church in the City of New York
75 Varick Street
New York, NY 10013

4/23/12

Lorraine Grillo
President and Chief Executive Officer
New York City School Construction Authority
30-30 Thomson Avenue
Long Island City, NY 11101

Re: New Public School in Hudson Square

Dear Ms. Grillo:

Set forth below are the basic terms upon which The Rector, Church-Wardens and Vestrymen of Trinity Church in the City of New York ("**Trinity**") propose to enter into a School Design, Construction, and Conveyance Agreement (the "**SCA Agreement**") with the New York City School Construction Authority ("**SCA**"):

THE SITE AND THE BUILDING:
In the lower floors of a proposed new building (the "**Building**") to be constructed on Manhattan Block 227, Lots 63, 69, 70, 76, and 80 (the "**Site**"), Trinity will provide up to approximately 75,000 gross square feet of space for a new pre-kindergarten to fifth grade public school (the "**School**"). Trinity and SCA mutually agree that the final number of square feet shall be influenced by the design of the Building, and shall be sufficient to accommodate the programmatic elements identified in the Program of Requirements attached hereto as **Exhibit A** along with the requisite spaces for mechanical and other equipment serving the School.

THE SCHOOL:
You have advised that SCA anticipates that the School will provide 444 seats for students in grades pre-kindergarten through fifth. The School will be an independently functioning facility located within the lower floors of the Building, with street-level access on Grand Street and/or the Building's frontage on Duarte Square Park.

CONSTRUCTION OF THE SCHOOL:
Provided that the zoning controls applicable to Trinity's property with respect to height and floor area are enacted substantially as proposed in Trinity's application filed with the New York City Department of City Planning to establish a new zoning district to be designated the "Special

Hudson Square District", Trinity will design, construct and fund the core and shell of the School (the "**School Base Building Work**") at no cost to SCA. SCA agrees to pay for all other costs relating to the design, construction, equipping, and fit-out of the School.

CONVEYANCE OF THE SCHOOL UNIT:
At this time, Trinity anticipates that the School Unit will be conveyed to SCA through a lease. The space to be leased for the School is hereinafter referred to as the "**School Unit**".

Upon completion of the School Base Building Work, in accordance with the SCA Agreement, Trinity shall lease the School Unit to SCA (or a public entity designated by SCA) for a minimum term of fifty (50) years, at an annual rental of one dollar ($1.00) per year. In the event that the parties agree to another form of conveyance, such conveyance shall be for consideration of one dollar ($1.00).

Following such lease or other conveyance, SCA shall be responsible for all costs associated with the School Unit, including but not limited to operating costs and taxes (in the event that taxes are applicable to the School Unit).

ENVIRONMENTAL RESPONSIBILITIES
In the event that the environmental review being undertaken for the Special Hudson Square District concludes that the testing for and remediation of any existing hazardous materials on the Site is warranted, Trinity will be responsible for completing the required testing and remediation. Trinity will provide SCA with the results of all hazardous materials investigations of the Site promptly following the completion thereof.

COLLABORATIVE DESIGN DEVELOPMENT PROCESS
Commencing after execution of the SCA Agreement, development by Trinity of a schematic design for the Building, and notice of availability of funds by SCA and by Trinity pursuant to the SCA Agreement, Trinity and SCA shall engage in a collaborative design development process for the School based upon SCA standards as shall be set forth in the SCA Agreement.

SCA RESPONSIBILITY FOR CHANGE ORDERS AND DELAYS
SCA shall be responsible for all costs of change orders initiated or otherwise caused by SCA that impact the costs of the School Base Building Work. SCA shall be responsible for any additional costs incurred by Trinity because of delays caused by SCA (including without limitation delays caused by change orders initiated or otherwise caused by SCA).

DEVELOPER RESPONSIBILITY FOR CHANGE ORDERS AND DELAYS
Trinity shall be responsible for all costs of change orders that impact the School Unit, if and to the extent they are caused by: (1) Trinity's changes to the scope of the School Base Building Work after commencement of construction of the Building; (2) design defects that are the responsibility of the Building's project architect; or (3) defects or material deviations in construction. Trinity shall also be responsible for change orders to the non-school portion of the Building that have an impact on the School Unit.

Trinity shall be responsible for any additional costs incurred by SCA because of delays caused by Trinity after commencement of construction (including without limitation delays caused by change orders initiated by Trinity) to the extent that such costs are actual costs that have been incurred by SCA in reliance on timelines agreed to in writing by Trinity.

TRANSFER TAXES
Trinity shall not be responsible for any transfer taxes in connection with the transfer of the School Unit to SCA or its designee.

SCA AGREEMENT
The SCA Agreement will provide, among other things, for completion of the design of the School; construction of the School Base Building Work by Trinity; transfer of the School Unit to SCA; and such other matters as the parties may agree. Trinity and SCA will commence negotiating the SCA Agreement in good faith following both (i) the final enactment of a zoning text amendment and zoning map amendment establishing the Special Hudson Square District and (ii) following the later to occur of (a) the expiration of any statute of limitations for commencing any challenge to the enactment of the zoning text amendment and zoning map amendment, and (b) the successful resolution of any and all such challenges.

NOTICE TO PROCEED / AVAILABILITY OF FUNDS
Not less than twelve (12) months or more than twenty four (24) months prior to the date that Trinity reasonably anticipates filing with the New York City Department of Buildings for a new building permit with respect to construction of the Building, Trinity will provide written notice to SCA (the "**School Election Notice**") advising SCA of the plan to file for such building permit. If SCA advises Trinity in writing within ninety (90) days of receipt of the School Election Notice that SCA intends to proceed with the School, and has or anticipates receipt of the capital funding to complete the School in the manner set forth in the School Funding Agreement, Trinity and SCA will promptly commence the development of plans to incorporate the school into the Building in accordance with the School Funding Agreement. In the event that SCA advises Trinity in writing within ninety (90) days of receipt of the School Election Notice that SCA does not intend to proceed with the School, and in any event if SCA fails to respond to the School Election Notice within such ninety (90) day period, Trinity shall have no obligation to include the School in the Building. The School Election Notice shall include the results of the environmental testing completed by Trinity (as described in the section entitled "Environmental Responsibilities" above), unless Trinity has previously provided the results of such testing. In no event shall the School Election Notice be complete, nor the associated ninety (90) day window for SCA to respond to the School Election Notice commence, until Trinity has delivered the environmental testing results to SCA.

Neither party shall be bound by the terms of this agreement unless and until the SCA Agreement has been executed by Trinity and SCA and all required consents and approvals in connection therewith have been obtained.

Yours very truly,

THE RECTOR, CHURCH-WARDENS AND VESTRYMEN OF TRINITY CHURCH IN THE CITY OF NEW YORK

By: _____
Name: Jason Pizer
Title: Executive Vice President

ACCEPTED AND AGREED TO:

NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY

By: _____
Name: Lorraine Grillo
Title: President and CEO

EXHIBIT A

Program of Requirements for 444-Seat School

(School Name)
Region XX / District XX FMS#
Program of Requirements for a Small Primary School Building **PS 444**
Capital Budget Line E-2362

DETAILED PROGRAM OF REQUIREMENTS

ROOM LAYOUT	ROOM TYPE	NO. OF UNITS	CAPACITY PER UNIT	TOTAL	UNIT AREA [sf]	TOTAL NET AREA
	GROUP 1- INSTRUCTION					
1-10	Pre-Kindergarten (w/ toilets) (if appropriate for District)	2	18	36	1,000	2,000
1-11	Kindergarten (w/ toilets) (@ first fl. If possible)	3	20	60	1,000	3,000
1-12	Typical Classrooms - Grade 1-2 (toilets optional)	6	20	120	750	4,500
1-14	Typical Classrooms - Grade 3	3	20	60	750	2,250
1-15	Typical Classrooms - Grade 4-5	4	28	112	750	3,000
1-30	CSD Special Education Classrooms	2	12	24	500	1,000
1-31	Reading Resource Room	1	---	---	375	375
1-32	Speech Resource Room	1	---	---	375	375
	GROUP CW - CITY-WIDE SPECIAL ED - DISTRICT 75 (clustered at first floor or stacked on 1 & 2)					
CW10-11	Special Education Classrooms (w/o toilets) - District 75	1	12	12	750	750
CW10-12	Special Education Classrooms(w/o toilets) - District 75 (provide toilets in vicinity of classrooms)	2	12	24	500	1,000
CW17-12	Citywide Special Ed Speech Rm (w/ storage) - Dist. 75	1	---	---	200	200
CW30-00	Guidance Office - District 75	1	---	---	100	100
CW34-00	Occupational/Physical Therapy Room - Dist. 75- adj to gymatoriun w/ doors to gymatorium and corridor	1	---	---	500	500
CW40-70	Supervisory Office (w/ storage) - District 75	1	---	---	250	250
CW80-00	Storage Room - District 75	1	---	---	150	150
CW12-10	Changing room	1	---	---	100	100
	GROUP 2- SPECIALIZED INSTRUCTION					
2-10	Art Classroom	1	28	28	1,125	1,125
2-11	Art Storage (w/ doors to art room & corridor)	1	---	---	250	250
2-30	Music Suite	1	28	28	1,000	1,000
2-30.1	Music Classroom- use stage as Music CR	1	---	---	700	
2-30.2	Small Practice Cubicle				60	
2-30.3	Large Practice Cubicle				120	
2-30.4	Music Instrument Storeroom	1	---	---	120	

(School Name)
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ROOM LAYOUT	ROOM TYPE	NO. OF UNITS	CAPACITY PER UNIT	TOTAL	UNIT AREA [sf]	TOTAL NET AREA
	GROUP 3- SCIENCE					
3-10	Science Resource room	1	28	28	750	750
3-11	Science resource Prep Rm (w/ doors to res ource & corridor)	1	---	---	250	250
	GROUP 4- PHYSICAL EDUCATION					
4-50	Health Instructor's Office (w/ shower, toilet & adj. to gymatorium) **PLAYGROUND**: 3,000 sf ECC Playground separate from larger yard; Hard-surface General Playground @ 30 sf/student if possible (exclude Pre-K & K count)	1	---	---	200	200
	GROUP 4/GROUP 5 - PHYSICAL EDUCATION/ASSEMBLY					
4-90	Gymatorium	1	---	---		4,400
	Play/seating area	1			3,000	
	Platform	1			1,000	
	Orchestra Area	1			---	
	Chair storage	1			125	125
4-53	Gym eqpt storage room	1			150	150
5-12	Dressing/Utility Room	1			375	375
	GROUP 6 - LIBRARY					
6-11	Library	1	---	---	1,750	1,750
	GROUP 7 - LOBBY					
7-10	Lobby	1	---	---	750	750
	GROUP 8 - STUDENT SUPPORT					
8-10	Guidance/SBST Suite	1	---	---	---	500
8-10.1	Guidance Office	1	---	---	100	---
8-30.1	SBST Office	1	---	---	100	---
8-30.2	Interview/Conference Room	1	---	---	150	---
8-10.3	Store Room	1	---	---	50	---
8-10.4	Waiting Room	1	---	---	100	---
8-51	Medical Suite	1	---	---	---	665
	Medical Suite Toilet (for students)	1	---	---	50	---
	Nurse's Office	2	---	---	100	---
	resting area	2			45	---
	Examination Room	1	---	---	100	---
	Waiting area	1	---	---	75	---
	GROUP 9 - STORAGE					
9-11	Book Storeroom	1 at 750 or 2 at 375			750	750
9-14	Furniture Storeroom	1	---	---	500	500
9-16	General Supply w/ 100 SF receiving area	1	---	---	500	500
9-19	Grounds Equipment Storeroom	1	---	---	125	125
9-21	Audio-Visual /Secure Storeroom	1	---	---	150	150
9-24	Refuse and Recycling room w/ 70 SF trash refrigerator (W/ floor drain and hose bib) (on 1st floor if possible)	1		---	175	175
9-25	Computer/AV Storeroom (1 ea. Instr. floor)	3	---	---	50	150

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ROOM LAYOUT	ROOM TYPE	NO. OF UNITS	CAPACITY PER UNIT	CAPACITY TOTAL	UNIT AREA [sf]	TOTAL NET AREA
	GROUP 10 - ADMINISTRATION					
	Administration Suite	1	---	---	---	1,025
10-11	General Office/Waiting Room mail and time/duplicating	1	---	---	500	---
10-13	Principal's Office /Conference	1	---	---	375	---
10-14	Records Room	1	---	---	150	---
	supervisory	1	---	---	150	150
10-24	Teachers' & Aides Work Rm/Lounge (w/ lockers & toilet)	1	---	---	500	500
10-25	Parents / Community Room	1	---	---	375	375
	GROUP 11 - CAFETERIA/STAFF LUNCH					
11-10	Students' Dining Area (110% Capacity / 3*12 sf)	1	163	---	1,954	1,954
11-11	Staff Lunch / Conference Room	1	---	---	500	500
	GROUP 12 - CUSTODIAL					
12-10	Custodial Locker Rm	2	---	---	150	300
	unsex toilet w/ shower (for custodial use)	1			100	100
12-11	Custodian's Office	1	---	---	250	250
12-14,16	Custodian's Storage/workshop (include hydraulic lift)	1	---	---	500	500
12-17	Janitor's Sink Closet			(1 per floor)		
12-25	Telecommunications Room	1	---	---	250	250
12-26	Telecommunications Switch Closet (@ floors w/o tel. room)	2	---	---	70	140
	GROUP K - KITCHEN					
K1	Kitchen Complex	1	---	---	2,000	2,000
K2	Kitchen					
K6	Dietitian's Office					
K7	Help Locker Room - M/F (w/ toilet)					
	Food Storage (75% may be remote fr om kitchen)					
	TOTAL PROGRAMMED AREA (64% Gross)					**42,234**
	TOTAL CORE AREA (36% Gross)					**23,756**
	TOTAL GROSS AREA (100%)					**65,990**

TOTAL ADJUSTED CAPACITY: **444**
(As per OSP PS Utilizatron Calculations) Adj Cap= Cap-(3 clusters + 1 funded)
weighted average size for cluster deduction 22
Unadjusted Capacity: *532*

TOTAL SF PER PUPIL: **149**