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April 30th, 2013

Steven A. Figueiredo | Deputy Director
Intergovernmental & Community Affairs
NYC Department of Buildings (DOB)
280 Broadway | 7th Floor
New York, New York 10007

RE: 1 RCNY §51-01 Compliance At 605 East 9th Street

Dear Deputy Director Figueiredo,

Thank you for the helpful conversation on Friday, April 19th—with respect to 605 East 9th Street and the proposed alteration plans contained therein.

As I discussed with you, the community and I have extensive concerns that the contractual "lease agreement" entered into by Cooper Union with Gregg Singer directly and/or a corporeal legal entity representing his interests is: (1) overbroad; (2) speculative; (3) non-conforming to the requirements of 1 RCNY §51-01 (hereinafter, the Dorm Rule) and (4) potentially lacking certain legal elements of a binding contract. As both signatories to the contractual "lease agreement" have individually cited a confidentiality clause to various parties and the DOB is not currently in receipt of a copy, there is currently no way of knowing if the agreement meets the specific criteria of the Dorm Rule test or if the lease is even legally enforceable.

Without an actual copy of the contractual "lease agreement" to review, the only sources that shed any light on the nature of the agreement are media reports, such as "Scaled-down dorm pitched for embattled CHARAS site" (hereinafter, the Ferguson article) and a statement from Cooper entitled "A Message from VP TC Westcott (attached)." These two sources reveal a difference of understanding between Mr. Singer and Cooper Union with respect to the nature of the contractual "lease agreement." For instance, the message from VP TC Westcott indicates that Cooper has "reserved" 196 beds and that Cooper essentially has the "right of first refusal" for these beds which their students will have the option to rent or not to rent; students would pay rent directly to Mr. Singer or his management firm. Mr. Singer, in the Ferguson article, indicates that Cooper will be paying the lease and students will be paying the school; Cooper has the option to sublease the beds to another school if students do not fill them.

These stated differences regarding the provisions of the contractual "lease agreement" call the validity of it into question, specifically whether there is "mutual assent," otherwise known as a *meeting of the minds of the parties on all essential terms of the contract*.[i] Absent such mutual assent, a contract may, in fact, be invalid and unenforceable. As you know, the Dorm Rule was explicitly adopted to

guard against ambiguous and speculative actions of this type and put in clear safeguards for our communities.

Given all of the foregoing information, I reiterate my request that you review this application with precise scrutiny to make sure that the contractual "lease agreement" meets all the provisions of the Dorm Rule, including the recording of a Restrictive Declaration. ***I further request that the DOB refrain from approving this application until such time that the owner can demonstrate enforceable leases and Restrictive Declarations for all 500 rooms, as the Dorm Rule requires.***

Lastly, I request that you expeditiously share any copies of "lease agreement(s)," Restrictive Declarations and other pertinent documents that relate to this matter with my office immediately upon receipt.

I thank you in advance for your attention in this important matter. Please let me know if you have any questions.

Respectfully yours,

Rosie Mendez
City Councilwoman | District 2

[i] See N.Y. Pattern Jury Instructions; PJI 4:1 Contracts—Elements