

**WEST HARLEM COMMUNITY BENEFITS AGREEMENT**

May 18, 2009

**WEST HARLEM**  
**COMMUNITY BENEFITS AGREEMENT**

This West Harlem Community Benefits Agreement (“CBA”) dated as of May 18, 2009, is entered into by and between the West Harlem Local Development Corporation (“WHLDC”), a New York not-for-profit corporation and The Trustees of Columbia University in the City of New York (“CU”), a New York not-for-profit corporation.

**RECITALS**

A. Over the next twenty-five (25) years, CU intends to construct approximately 6.8 million square feet of space that will comprise the new CU Manhattanville in West Harlem campus.

B. CU has acknowledged its intent to collaborate with the Local Community, and in response, the elected officials, community, civic and business leaders in West Harlem formed the WHLDC pursuant to the N.Y. Not-For-Profit Corporation Law §1411 (McKinney 2005) in order to negotiate and implement this CBA with CU, which describes the manner in which the Local Community will share in the economic, educational, cultural, environmental and social benefits associated with CU’s Manhattanville Project, in the spirit of the guiding principles set forth in CB 9’s 197-a Plan, to the extent the same does not conflict with CU’s obligations set forth in the Governing Documents (as defined below).

C. In addition to CU’s obligations to the City and/or State of New York under the Governing Documents, this CBA sets forth (i) CU’s commitment to provide contributions and benefits to the Local Community, and (ii) WHLDC’s and CU’s mutual agreement to collaborate on the administration and implementation of this CBA, as more particularly set forth herein.

**AGREEMENT**

Now, therefore, for and in consideration of mutual promises herein contained, WHLDC and CU agree as follows:

**I. DEFINITIONS**

As used in this CBA, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

“**Advance Letter**” shall mean that certain letter between the WHLDC and CU, acknowledged by the FCNY describing the \$300,000 advance payment against the Benefits Fund to the WHLDC, a copy of which is attached as Exhibit A.

“**Affordable Housing Fund**” shall mean CU’s contribution of \$20,000,000 towards affordable housing to address the impact of the Project, as more fully described in Section II.C. of this CBA.

“**Benefits Fund**” shall mean the funding described in Section II.B hereof.

**“Building Permit”** shall mean, with respect to any New Building, a work permit under a “New Building” application authorizing construction of the New Building or, in the case of the Nash Building, an alteration permit to allow its renovation for the purposes set forth in the description of the Project in the GPP (but not any renovation of the Nash Building for temporary uses).

**“CB 9”** shall mean Manhattan Community Board 9.

**“CB 9 197-a Plan”** shall mean the “Community Board 9 Manhattan 197-a Plan: Hamilton Heights, Manhattanville, Morningside Heights” prepared by Community Board 9 and approved by the New York City Planning Commission on November 26, 2007, and by the New York City Council on December 19, 2007, pursuant to the provisions of Section 197-a of the New York City Charter and attached hereto as Exhibit B.

**“CBA”** shall mean this West Harlem Community Benefits Agreement by and between CU and the WHLDC, including all exhibits, schedules, appendices and attachments.

**“CD 9”** shall mean Manhattan Community District 9.

**“Center”** shall mean the Community Information Opportunities and Resources Center as described below and sometimes referred to herein as the Career and Business Center.

**“CM”** shall mean firms that CU has hired or may hire as construction manager or general contractor to construct the Project.

**“Collective Bargaining Agreement”** shall mean an agreement between an employer and a Union, covering terms and conditions of employment of employees including work under the PLA.

**“Community Benefits”** shall have the meaning set forth in Section II.F below.

**“Construction Work”** shall mean all construction and construction related activity including, but not limited to, demolition, excavation, site preparation, construction of buildings and other related activities within the Project Area.

**“CU”** shall mean The Trustees of Columbia University in the City of New York, a not-for-profit corporation organized and chartered under the laws of New York, its schools, departments and divisions. CU shall not include Barnard College or Teachers College.

**“CU Campuses”** shall mean the Morningside Heights Campus, the Manhattanville Campus and the Medical Center Campus.

**“CU Contributions”** shall have the meaning set forth in Section II.A below.

**“CU Controlled Entities”** shall mean a person, group of persons, a body, committee, department, division or school under the full control of CU.

**“CU Project Employee”** shall mean any individual who (i) works in the Project Area, (ii) is entitled to receive a W-2 Tax Reporting Form from CU, and (iii) is employed by CU at least Part-Time, provided, that, any individual who (a) holds an appointment as an officer of instruction, officer of research, or officer of the libraries, (b) is a student, or (c) is covered by a Collective Bargaining Agreement shall not be a CU Project Employee.

**“Demonstration Community Public School”** shall have the meaning set forth in Section II.H. of this CBA.

**“Designated Representative”** shall mean the contact person designated by each party as described in Section XIV below.

**“Development Sites”** shall mean the Development Sites shown on Exhibit C to this CBA. Each reference in this CBA to a numbered Development Site shall be a reference to the Development Site so numbered on Exhibit C. The dimensions shown in Exhibit C are approximate dimensions, and footprints for New Buildings may vary.

**“Effective Date”** shall have the meaning set forth in Section XI.A below.

**“Employee”** shall mean any individual who is employed by an Employer in the Project Area, either full- or Part-Time, and who is entitled to receive a W-2 Tax Reporting Form, other than any individual who holds an appointment as an officer of instruction, research, libraries or a student.

**“Employer”** shall mean CU and/or CU Controlled Entities.

**“Energy Star”** shall mean a designation from the United States Environmental Protection Agency or Department of Energy indicating that a product meets the energy efficiency standards set forth by the agency for compliance with the Energy Star program.

**“Environmental Laws”** shall mean collectively all applicable federal, state and local laws, statutes, rules, regulations, codes, and ordinances relating to the protection of health, safety and the environment.

**“ESDC”** shall mean the New York State Urban Development Corporation d/b/a the Empire State Development Corporation or any successor entity to its jurisdiction.

**“FCNY”** shall mean the Fund for the City of New York.

**“FEIS”** shall mean that certain Final Environmental Impact Statement prepared by the New York City Planning Commission for which a Notice of Completion was issued on November 16, 2007 and shall include a Technical Memorandum that was prepared and issued on November 26, 2007 and adopted by the ESDC.

**“Final Approval”** shall mean approval of the Project and the GPP by the PACB.

**“Fiscal Sponsor”** shall have the meaning set forth in Section II.B.2 below.

**“Fiscal Sponsor Agreement”** shall have the meaning set forth in Section II.B.3 below.

**“GPP”** shall mean the Modified General Project Plan affirmed by the ESDC on December 18, 2008 for the CU Educational Mixed Use Development, as modified or amended from time to time.

**“GSF”** shall mean gross square feet.

**“Governing Documents”** shall mean collectively the Restrictive Declaration, the GPP, the Zoning Resolution, the FEIS, and the resolution of the PACB granting Final Approval, as the same may be modified or amended from time to time.

**“Hazardous Substances”** shall mean any substance that is listed, defined or regulated as a “hazardous substance”, “hazardous waste”, or “solid waste”, or is otherwise classified as hazardous or toxic, in or pursuant to any Environmental Laws.

**“HDFC”** shall mean the Housing Development Fund Corporation.

**“Housing Legal Assistance”** shall have the meaning set forth in Section II.D. of this CBA.

**“HPD”** shall mean the New York City Department of Housing Preservation and Development.

**“Income Eligible”** shall mean income levels of residents in CD 9, by standards established within CB9’s 197-a Plan.

**“Independent Monitor”** shall mean the program monitor under the GPP, as described in Section XII.F below.

**“In-Kind Benefits”** shall have the meaning set forth in Section II.E below.

**“IPM”** shall mean an integrated pest management and control strategy that seeks to avoid, where practical, chemical means of pest control in conjunction with biological, physical, cultural and other tools.

**“Litigation”** shall mean any claim, action, proceeding, or notice filed in or submitted to any court or other governmental authority by, or with the participation or assistance of the WHLDC which seeks to delay, enjoin, restrain or interfere with the required governmental approvals for the CU Manhattanville Project.

**“Living Wage”** shall mean (i) for services covered by the Living Wage Law, an amount equal to the amount required to be paid for such services under such Law, and (ii) for all services not covered by the Living Wage Law, the lowest amount required to be paid for any services under the Living Wage Law (currently \$10.00 with benefits and \$11.50 without).

**“Living Wage Law”** shall mean New York City Administrative Code 6-109, as amended.

**“Local Community”** shall mean the neighborhoods in Manhattan CDs 9, 10, 11 and 12.

**“Locally Owned Business Enterprises”** shall mean businesses that are located within the thirteen (13) zip codes in Northern Manhattan and four (4) zip codes in the Bronx as follows: 10025, 10026, 10027, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10037, 10039, 10040, 10451, 10454, 10455 and 10474. These zip codes generally constitute the Upper Manhattan Empowerment Zone.

**“Local Resident”** shall mean a resident residing in CD 9, 10, 11 or 12.

**“Minority Owned Business Enterprises”** shall mean any businesses certified by the New York City Department of Small Business Services, New York City School Construction Authority, New York State Empire State Development Corporation, Metropolitan Transportation Authority, Port Authority of New York and New Jersey, Dormitory Authority of the State of New York, U.S. Small Business Administration 8(a) program or New York/New Jersey Purchasing Council, including any other NYC, NYS and federal agencies that certify minority owned business enterprises.

**“MOU”** shall mean the Memorandum of Understanding, dated December 19, 2007, by and between CU and the WHLDC.

**“M/W/L”** shall mean Minority, Women and Local as such terms are typically used in this CBA when referring to certified Minority Owned Business Enterprises, Women Owned Business Enterprises and Locally Owned Business Enterprises.

**“M/W/LBE”** shall mean, collectively, certified Minority Owned Business enterprises, Women Owned Business Enterprises and Locally Owned Business Enterprises.

**“Nash Building”** shall mean the building currently located on Development Site 16 (Tax Block 1986, Lot 65).

**“New Buildings”** shall mean the above grade portions of (a) the new buildings developed by CU on Development Sites, and (b) the Nash Building following its renovation for the purposes set forth in the description of Project in the GPP (but shall not mean any renovation of the Nash Building for temporary uses).

**“NYC”** or **“City”** shall mean the City of New York, its Agencies, Offices and Commissions.

**“NYCHA”** shall mean the New York City Housing Authority, or any successor to its jurisdiction.

**“NYS”** or **“State”** shall mean the State of New York, its Agencies, Offices and Commissions.

**“PACB”** shall mean the New York State Public Authorities Control Board.

**“Part-Time Employees”** shall mean an Employee, hired on a permanent basis who works at least 20 hours a week and who is not considered by CU a temporary or casual or paid by a temp agency.

**“Parties”** shall mean CU and WHLDC.

**“Phase”** shall mean Phase I Site Development or Phase II Site Development, as the case may be.

**“Phase I, Stage I”** shall mean (i) staging and construction on Block 1995, Lots 31 and 35; Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36, 50, 56 and 61; Block 1997, Lots 1, 6, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 40, 44, 47, 48, 49, 52, 55, 56, 61, and 64; West 130<sup>th</sup> Street and the eastern portion of West 131<sup>st</sup> Street; (ii) staging only on Block 1986, Lot 30 and Block 1998, Lots 1, 3, 6, 10, 13, 16, 24, 26, 29, 57 and 61; and (iii) renovation of the Nash Building on Block 1986, Lot 65. During this Stage, it is anticipated that CU would proceed with acquisition, relocation, above-grade abatement and remediation, as necessary, soil excavation and any necessary remediation, construction of foundations for the Below-Grade Facility (as described in the GPP), and construction of New Buildings on Development Sites 1, 2, 3, 4, 6, 6b and 7.

**“Phase I Site Development”** or **“Phase I”** shall mean construction of New Buildings on all sites except for Block 1999, Lots 1, 29, 30, 31, 32, 33 and 36 (also known as Development Sites 11, 12, 13 and 14) and Block 1986, Lots 1, 6, 10 and 30 (also known as Development Site 15).

**“Phase II Site Development”** or **“Phase II”** shall mean construction of New Buildings on Block 1999, Lots 1, 29, 30, 31, 32, 33 and 36 (also known as Development Sites 11, 12, 13 and 14) and Block 1986, Lots 1, 6, 10 and 30 (also known as Development Site 15).

**“PLA”** shall mean the agreement that the CM intends to negotiate and enter into with the Building and Construction Trades Council of Greater New York who will perform all construction and construction related activity including, but not limited to, demolition, excavation, site preparation, construction of buildings and other elements located within the Project Area, which will set forth certain terms and conditions of employment to be followed in performing said work.

**“Project”** shall mean the CU Manhattanville campus expansion in West Harlem as described in the GPP.

**“Project Site”** or **“Project Area”** shall be located in the Manhattanville neighborhood of West Harlem on an approximately 17-acre site in northern Manhattan, the principal portion of which is bounded by and includes West 125<sup>th</sup> Street on the south, West 133<sup>rd</sup> Street on the north, Broadway on the east and Twelfth Avenue on the west, as well as certain areas located beneath City streets within this area and beneath other City streets in the Project Site. The remaining portion of the Project Site consists of an area which is bounded by and includes Broadway on the west, West 133<sup>rd</sup> and West 134<sup>th</sup> Streets on the south and north, respectively, and a line between West 133<sup>rd</sup> and West 134<sup>th</sup> Streets approximately 200 feet east of Broadway, along with an irregularly-shaped block which is bounded by and includes Broadway on the west, Old

Broadway on the east, West 131st Street on the south, and West 133<sup>rd</sup> Street on the north. A map showing the boundaries of the Project Site is attached hereto as Exhibit D.

**“Reports”** shall mean data and information gathered and prepared by CU or caused to be prepared by CU, as set forth in Section XII.

**“Residential Tenants”** shall mean tenants who lawfully occupy lawful residential dwelling units in the Project Area.

**“Restrictive Declaration”** shall mean that certain Declaration dated as of November 26, 2007, made by CU, as Declarant, with respect to the real property comprising the Project Area together with any modifications or supplements thereto or replacements thereof; and any Restrictive Declaration made by CU as Declarant in order to receive State approval for the CU Manhattanville Project.

**“Service Provider”** shall mean any entity that provides goods and/or services for the Project Area under written agreement(s) with CU which have a gross billable value in the then-current year of at least One Hundred Thousand Dollars (\$100,000). “Entity” for this purpose shall include an individual, consultant, sole proprietorship, partnership, association, joint venture, coalition, limited liability company, charitable organization, corporation or any business form but shall not include a CU Employee, a CU Controlled Entity, any government entity, any entity that is subject to a PLA or any entity that provides research, library or academic teaching goods and/or services.

**“Special Population”** shall mean any individual who is a Local Resident and (1) who has received TANF funds (as defined herein) within twenty-four (24) months prior to applying for a job with CU; (2) who lacks a fixed, regular, and adequate nighttime residence or has a temporary supervised nighttime residence; (3) has a history of involvement with the criminal justice system; (4) was displaced from the Project Area; (5) has not earned a high school diploma or equivalent; or (6) persons with disabilities.

**“Specialty Construction Services”** shall mean construction services of a unique or special nature and for which there exists a limited number of qualified business entities that can perform such services. These Specialty Construction Services are specifically listed in Exhibit E attached hereto.

**“TANF”** shall mean the federal Temporary Assistance for Needy Families program as it is operated through the United States Department of Health and Human Services as of the Effective Date.

**“TCO”** shall mean a temporary certificate of occupancy issued by the New York City Department of Buildings.

**“Term”** shall have the meaning set forth in Section XI below.

**“Tier I”** shall mean the area depicted on the map attached hereto as Exhibit F.

**“Tier II”** shall mean balance of Community Board 9.



“**Tier III**” shall mean Community Boards 10, 11 and 12.

“**Union**” shall mean any organization defined as a “labor organization” pursuant to section 2(11) of the National Labor Relations Act, 29 U.S.C. sec. 152(11).

“**WHLDC**” shall mean the West Harlem Local Development Corporation, a New York not-for-profit corporation, and any successor entity.

“**Women Owned Business Enterprise**” shall mean any businesses certified as such by the New York City Department of Small Business Services, New York City School Construction Authority, New York State Empire State Development Corporation, Metropolitan Transportation Authority, Port Authority of New York and New Jersey, Dormitory Authority of the State of New York, U.S. Small Business Administration 8(a) Program or New York/New Jersey Purchasing Council, including any other NYC, NYS and federal agencies that certify women owned business enterprises.

“**Zoning Resolution**” shall mean the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time.

## **II. CU CONTRIBUTIONS.**

### **A. CU Contributions.**

1. CU has committed to a package of community benefits and mitigations in connection with the Project comprised of (i) a Benefits Fund of \$76,000,000 (the “Benefits Fund”); (ii) an Affordable Housing Fund of \$20,000,000 and up to \$4,000,000 in related legal assistance benefits; and (iii) \$20,000,000 in access to CU facilities, services and amenities, also known as In-Kind Benefits (collectively referred to as “CU Contributions”).
2. CU's \$30,000,000 commitment with respect to the planned Demonstration Community Public School to be established in conjunction with Teachers College, and more fully described in Section II.H.
3. These commitments are more fully described below.
4. As consideration for CU's agreement to enter into this CBA and for so long as this CBA remains in effect, no Litigation shall be commenced or pending.

### **B. Benefits Fund.**

1. In accordance with the process set forth in this Section II.B., CU shall pay the Benefits Fund in specified installments beginning four months following the Effective Date over a sixteen year period as set forth in the Benefits Installment Schedule, attached hereto as Exhibit G.

2. CU shall deposit the installments of the Benefits Fund to a "Fiscal Sponsor" that shall be acceptable to both the WHLDC and CU, such as the FCNY. CU shall not unreasonably withhold its approval of such Fiscal Sponsor. Such Fiscal Sponsor shall hold and disburse the Benefits Fund in accordance with the instructions of WHLDC, subject to the procedures set forth below.

3. The Fiscal Sponsor shall hold the Benefits Fund in accordance with a written agreement signed by the WHLDC and the Fiscal Sponsor ("Fiscal Sponsor Agreement"). The Fiscal Sponsor Agreement shall provide that: (a) the Benefits Funds shall be disbursed solely for legitimate costs associated with this CBA; (b) all requests for disbursements shall be supported by appropriate documentation, such as employee timesheets, purchase requisitions, contracts and other agreements for payment, receipts and other similar documentation, as applicable; (c) the Fiscal Sponsor shall review all such documentation before making any disbursements; (d) the books and records for the Benefits Fund shall be kept in accordance with generally accepted accounting practices; (e) all City, State, and Federal government reports, information required by the IRS shall be completed and timely filed; (f) an accounting of all payments to and disbursements from the Benefits Fund, including cumulative totals, shall be provided quarterly to CU and the WHLDC; and (g) all other reports on information provided by the Fiscal Sponsor to the WHLDC and any third party in connection with the Benefits Fund shall be simultaneously provided to CU. The Fiscal Sponsor Agreement shall recognize CU as a third party beneficiary and shall specifically permit CU to enforce its rights to get the information described above. The Fiscal Sponsor Agreement shall also provide that each of CU and the WHLDC will report any disagreement with the Fiscal Sponsor's accounting to the Fiscal Sponsor within 30 days of receipt and the Parties will work with the Fiscal Sponsor to promptly resolve such disagreement.

4. The WHLDC shall meet at least once each year during the Term, and more often if necessary, to discuss opportunities and review community requests and proposals for expenditures from the Benefits Fund. Upon the request of CU, the WHLDC shall provide CU with all information provided to the WHLDC in connection with requests for expenditures from the Benefits Fund.

5. Notwithstanding the foregoing, upon payment of installments of the Benefits Fund to the Fiscal Sponsor in accordance with the schedule set forth in Benefits Installment Schedule, attached hereto as Exhibit G, CU shall have no other obligation or responsibilities with respect to the monitoring, administration or disbursement of the Benefits Fund.

6. The Parties acknowledge that they intend to enter into the Advance Letter with each other, under which CU has agreed to provide \$300,000 in transition funding to the WHLDC as an advance against the Benefits Fund to reduce the total remaining payment due under the Benefits Fund by \$300,000.

**C. Affordable Housing Fund.**

1. As stated in the GPP: Columbia has committed, in a Memorandum issued to Manhattan Borough President Scott M. Stringer dated September 27, 2007, to contribute \$20 million towards affordable housing to address the impact of the Project. Such funds will be provided in increments, and will be administered by an advisory body to include elected officials, community representatives and representatives of Columbia.

2. As stated in the Restrictive Declaration: Upon the issuance of a Building Permit for the first Phase I New Building, Declarant shall pay \$10,000,000 to the Affordable Housing Fund and provide the City with a certification that Declarant has been advised that the Affordable Housing Fund has been organized consistent with the definition of such fund set forth in this Declaration. Upon issuance of a Building Permit for the first Phase II New Building, Declarant shall pay an addition \$10,000,000 to the Affordable Housing Fund.

3. The Affordable Housing Fund will be paid by CU in accordance with the direction of the local government. The WHLDC will collaborate directly with the appropriate representatives of local government with respect to the WHLDC's role in this initiative.

4. The Affordable Housing Fund described in Sections II.C.1. and 2. above describes the same obligation and shall in no event exceed an aggregate of \$20 million.

**D. Housing Legal Assistance.**

1. As stated in the GPP: In addition to any legal services currently being provided in the community, Columbia would provide funding for one attorney for six years, then two attorneys for 16 more years, at a legal assistance provider serving the Project area to provide landlord tenant legal advice to tenants in the Manhattanville area (maximum \$ 4 million). (GPP, Section N(4)(c), page 49)

2. As stated in the Restrictive Declaration: For the period from January 1, 2009 through December 31, 2014, Declarant shall provide funding for one attorney at a legal assistance provider acceptable to NYCHPD serving the Manhattanville Area, to provide anti-eviction/anti-harassment legal assistance for residents of the Manhattanville Area. For the period from January 1, 2015 through December 31, 2030, Declarant shall increase such funding to provide for two attorneys at a legal assistance provider acceptable to NYCHPD serving the Manhattanville Area, to provide anti-eviction/anti-harassment legal assistance for residents of the Manhattanville Area. Notwithstanding the foregoing, in no event shall Declarant be required to provide funding for such legal assistance in excess of \$4,000,000 through December 31, 2030.

3. The funding for legal services described in Sections II.D.1. and 2. above describes the same obligation and shall in no event exceed an aggregate of \$4 million.

**E. CU Facilities and Services (also known as In-Kind Benefits).**

1. CU has committed to make available to the Local Community, commencing upon the Effective Date and continuing throughout the Term, access to a range of existing CU facilities, services and amenities with a total market value of \$20,000,000 (the "In-Kind Benefits"). In order to provide availability of In-Kind Benefits throughout the Term, the maximum value of the In-Kind Benefits for any year shall be as shown on Exhibit G. Notwithstanding the foregoing, if the WHLDC does not accept (as provided in Section II.E.5 below) In-Kind Benefits in any year with value equal to the maximum value set forth in Exhibit G for such year, In-Kind Benefits with a value equal to the difference between the value of In-Kind Benefits accepted for such year and the maximum value shown on Exhibit G for such year shall be available the following year and/or in subsequent years until In-Kind Benefits with a value equal to such difference have been accepted, provided that the maximum value of In-Kind Benefits shall not exceed \$2 million for any year, unless otherwise agreed to in writing by the WHLDC and CU. CU shall continue to make available the In-Kind Benefits in the manner prescribed herein and the Term shall be extended for all provisions of this CBA related to the In-Kind Benefits until the full \$20 million in In-Kind Benefits has been provided or December 31, 2045, whichever occurs first. As used in this Section II.E. "value" shall mean the market value of the In-Kind Benefits.

2. The WHLDC has identified certain existing and future CU facilities, services and amenities, which it believes will enhance the needs of the community as In-Kind Benefits that are set forth in this CBA. However, the In-Kind Benefits are not limited to those described in this CBA. Each request or proposal for such facilities and services will be reviewed under the process described below.

3. Consistent with the WHLDC's goal to offer the community a package of In-Kind Benefits during each year of the Term, CU and the WHLDC shall meet annually during the Term (including as such Term may be extended pursuant to Section II.E.1 above) to discuss opportunities and review requests for In-Kind Benefits for CU's coming fiscal year.

4. Following such meetings, CU shall promptly and in good faith determine its ability to provide the In-Kind Benefits requested by the WHLDC and the value of such In-Kind Benefits. CU shall provide the WHLDC with a written proposal describing the manner in which the In-Kind Benefits will be made available and an explanation of the basis for the value determination, including a statement of the historic value of the In-Kind Benefits requested. The WHLDC acknowledges that CU has stated that prior to completion of New Buildings, space at the CU Campuses is very limited.

5. If, following receipt of CU's description and value determination, the WHLDC determines to proceed with a requested In-Kind Benefit, upon the written acceptance of CU's proposal and value determination by the WHLDC,

CU shall make available such In-Kind Benefit in the manner described in the proposal and the value so determined will be deducted from the \$20,000,000. The WHLDC may in its discretion accept or reject an In-Kind Benefit before it has been made available. Once a proposal has been accepted in writing, it may not be modified or rejected except in writing signed by both Parties.

6. CU understands that there are certain In-Kind Benefits that the WHLDC may wish to continue for a period of years and others that may be time-limited or initiated as a pilot program. Each In-Kind Benefit will be estimated by CU accordingly.

7. CU shall maintain a record of the In-Kind Benefits made available, their value, and the cumulative total. CU shall provide this record on a quarterly basis to the WHLDC, and the WHLDC shall furnish any objections within 30 days of receipt of such record. Each year CU shall submit a summary report to the WHLDC listing the In-Kind Benefits that have been made available to date and their value and the In-Kind Benefits agreed for the coming year and their value.

8. CU's sole obligation with respect to the delivery of In-Kind Benefits shall be to make available facilities, services and amenities in the manner accepted by the WHLDC as described above. CU shall not, under any circumstances, be obligated to provide any cash benefit to the WHLDC or any other party in connection with or in lieu of any In-Kind Benefit(s). CU shall have no liability for the WHLDC's failure to accept any In-Kind Benefit or to accept a total \$20,000,000 in In-Kind Benefits during the Term.

#### **F. CBA Programs and Goals.**

1. Consistent with the foregoing, the WHLDC has identified proposed programs, goals and commitments to benefit the Local Community (the "Community Benefits") in the areas of (a) housing, (b) employment and economic development, (c) education, (d) environment, (e) transportation, (f) arts and culture, (g) community facilities, and (h) historic preservation. The Community Benefits are described in Sections III through Section X of this CBA.

2. As more fully set forth below, certain of these Community Benefits are provided for in the Governing Documents. Others are commitments by CU to adopt new, or modify existing, policies or procedures, and others represent the ideas of the WHLDC as to proposed programs or goals the Local Community may want to create or support through the Benefits Fund or obtain access to through CU facilities, services or amenities as In-Kind Benefits.

3. The Governing Documents represent the binding obligation of CU to State and local governmental authorities in connection with the Project. As such, all Community Benefits included in this CBA that are provided for in the Governing Documents shall be governed solely by the Governing Documents, as modified or amended from time to time, enforceable solely by State and/or local governmental

authorities in accordance with their terms. The WHLDC shall have the right to express concerns about CU's implementation of the Governing Documents as described in Section XIII.G. below.

4. CU acknowledges that the WHLDC was instrumental in identifying many of the Community Benefits provided for in the Governing Documents and that CU's delivery of such Community Benefits is important to the WHLDC in connection with the Project.

5. No Community Benefit explicitly provided for in the Governing Documents shall be charged or deducted against the Benefits Fund or the In-Kind Benefits. CU shall provide to the WHLDC any publicly available reports provided to the City or State regarding the implementation of the Governing Documents.

6. All references in this CBA as to specific uses of the Benefits Fund and specific In-Kind Benefits are intended to express certain goals and represent examples of how the Benefits Fund may be used or In-Kind Benefits that may be provided. Such examples are non-binding, with the exception of Section III.N. Programs and Capital Improvements for Grant Houses and Manhattanville Houses.

7. In the spirit of CU's acknowledged intent to collaborate with the WHLDC as set forth in the recitals of this CBA, CU shall make available to its academic departments in the CU graduate schools, including the School of the Arts, the School of Business, the Fu Foundation School of Engineering & Applied Science, the Graduate School of Architecture, Planning & Preservation, and the Law School, information provided by the WHLDC related to the creation of internships in order to encourage graduate students and their advisors to support local businesses and the arts community.

8. The allocation and use of all portions of the Benefits Fund shall be subject to the approval of the WHLDC in all instances.

9. All In-Kind Benefits shall require the mutual agreement of CU and the WHLDC under the process described in this Section II.E above.

#### **G. Advice and Guidance**

1. In recognition that this CBA describes certain long-term relationships among CU, the WHLDC and the community that are intended to allow the community to implement a series of interconnected programs and to sustain program development and growth over time, CU has in various provisions of this CBA committed to provide advice and guidance in a range of areas. In addition to matters where CU has agreed to provide advice and guidance as described in this CBA, the WHLDC may during the Term request advice and guidance from CU on other matters of importance to the WHLDC subject to the provisions of

this Section II.G. Advice and guidance shall generally mean meetings or phone calls in response to specific requests by the WHLDC and shall not require CU to prepare written materials, incur out of pocket expenses, retain consultants or hire employees.

2. The WHLDC understands that CU's ability to provide such advice and guidance is wholly dependent on the availability of relevant expertise within CU and that CU has no ability to compel its faculty to provide such expertise. If the WHLDC desires CU to provide advice or guidance in any program area described in this CBA or other program areas, the WHLDC's Designated Representative shall contact CU's Designated Representative who will in good faith take steps to make available the advice and guidance being sought, which includes facilitating discussions between the WHLDC and CU personnel who have the desired expertise.

3. If appropriate, a program in connection with which CU has provided advice and guidance may become a program which becomes an In-Kind Benefit under the process described above or a program the WHLDC desires to support through the Benefits Fund.

4. Notwithstanding the foregoing, the WHLDC shall have no right to dispute, mediate, arbitrate or otherwise dispute CU's determination of its ability to provide requested advice or guidance, or the manner in which advice and guidance is provided.

#### **H. Demonstration Community Public School**

1. **Purpose.** The WHLDC and CU are committed to the establishment of a high performing neighborhood NYCDOE public school serving the youth of West Harlem that demonstrates best practices in classroom methods and pioneers innovative teaching techniques, materials and technologies. The Parties aspire to a public school that will support family development and be a community school in the sense that it will associate other services such as after-school programming, community educational programming and a professional development hub, among others, serving the residents of CD9 (hereinafter defined as the "Demonstration Community Public School"). CU has committed to support the Demonstration Community Public School through \$30 million of value as described below.

2. **Development of the Demonstration Community Public School.** As Teachers College is a recognized leader and innovator in the field of education, the WHLDC and CU sought the assistance of the leadership of Teachers College to make the Demonstration Community Public School a reality. Teachers College has agreed to work with the community and the NYCDOE to develop the school in CD9, but if not in CD9 then in another suitable location that serves the students of CD9 as approved by the WHLDC.

(a) Attached as Exhibit H are: (i) a letter dated March 3, 2009 from Susan Fuhrman, President of Teachers College to President Bollinger of Columbia University regarding the demonstration community public school; (ii) a letter dated December 17, 2007 from Susan Fuhrman to Joel Klein, Chancellor of the NYDOE regarding the school; and (iii) a letter dated April 16, 2009 from Joel Klein to Susan Fuhrman.

(b) The WHLDC understands that the \$30 million value, described in the MOU, shall be tendered through a combination of services, expertise and other resources from Teachers College to develop and support the Demonstration Community Public School. CU shall maintain a record of the services, expertise and other resources provided to the Demonstration Community Public School, their market value, and their cumulative total. CU shall provide this record on an annual basis to the WHLDC. Each year CU shall submit a report to the WHLDC summarizing the services, expertise and other resources that have been made available to date and their market value, including an explanation of the basis for the value determination.

(c) Unless otherwise mutually agreed, if by December 31, 2015, operation of the Demonstration Community Public School has not commenced, CU and/or Teachers College shall provide services, expertise and other resources to public schools in CD9 and the Term shall be extended for all provisions of this CBA related to the Demonstration Community Public School until such time as the cumulative market value of such services, expertise and other resources reaches \$30 million or December 31, 2045, whichever occurs first.

(d) If by the end of the Term (including as such Term may be extended pursuant to Section II.H.2(c) above) the combination of services, expertise and other resources provided to the Demonstration Public School and/or to other public schools in CD9 does not total a cumulative market value of \$30 million, CU shall, as it determines, either (i) agree to extend the Term of this CBA with respect to carrying out its obligations under this Section II.H. or (ii) provide the Demonstration Community Public School with a one-time payment equal to the difference between the cumulative market value of the services, expertise and other resources that have been provided and \$30 million.

3. **Acknowledgment.** The WHLDC understands and acknowledges that (a) the Demonstration Community Public School will be a New York City public school and not a charter school, established and approved by the New York City Department of Education, (b) Teachers College is a separate corporation from CU, with its own Board of Trustees, President and staff, and (c) CU shall have no obligation or liability in connection with the Demonstration Community Public School other than as expressly provided in this Section II.H.



### III. HOUSING

**A. Purpose.** The preservation, rehabilitation, and creation of sustainable affordable housing units within CD 9 will help to continue a successful urban environment in West Harlem.

**B. Eminent Domain.** CU agrees that it will not ask the ESDC to exercise its eminent domain powers to acquire residential properties or churches in the Project Area. CU understands that the ESDC will monitor CU's activities as it relates to residential relocations from the Project Area.

**C. NYCHA Housing.** CU shall not initiate or participate in any action to privatize Grant Houses or Manhattanville Houses.

**D. Affordable Housing Fund.** See Section II.C.

**E. Housing.** The Affordable Housing Fund is intended to provide a range of flexible and affordable financing products to community-based and private developers and to leverage other sources of public and private debt, equity and subsidy for the development and preservation of affordable housing. Financing products could include below-market acquisition loans, land write-down grants, capital improvement loans, working capital for pre-development, flexible gap financing for preservation transactions, homebuyer assistance loans and senior citizen capital grants and low interest loans. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**F. Housing Legal Assistance.** See Section II.D.

**G. Existing Housing.** As described in the GPP, CU shall work with the appropriate government agencies and not-for-profit entities, as well as tenants, to provide for the lawful relocation of Residential Tenants to equal or better apartment units on equal or better terms in accordance with the procedures set forth in the Governing Documents. Nothing contained in this CBA shall be deemed to limit or expand CU's obligations for relocation assistance required under State law.

**H. Columbia-Owned Housing.**

1. As stated in the Restrictive Declaration dated November 26, 2007: Consistent with the FEIS and the Technical Memorandum, CU shall construct no fewer than 822 units of University housing in the Project Area pursuant to the Academic Mixed-Use Development Plan. (Restrictive Declaration, Section 3.02(a)(vii)).

2. As described in the Restrictive Declaration, CU will create a program to provide incentives for CU employees to live outside CD9.

**I. Affordability Targets.** To preserve and protect residents currently residing in CD 9, the WHLDC believes that units created or preserved by the Affordable Housing Fund

should be created based on the programmatic income targets for affordability set forth in the CB 9 197-a Plan attached hereto as Exhibit B, provided that such targets are consistent with New York City housing policy. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**J. Priority Status.** The WHLDC believes that priority for the use of funds from the Affordable Housing Fund should be given to projects in CD9 and then Community Districts 10, 11 and 12. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**K. Fundraising (Leverage).** Upon request of the designated representative of the Affordable Housing Fund, CU shall provide advice and guidance to the WHLDC as the WHLDC makes applications that seek additional funding to leverage the Affordable Housing Fund from foundations, not-for-profit organizations, other private and public entities, and the City, State and Federal governments for the preservation, rehabilitation, construction and sustainability of affordable housing units in CD 9. Such funds shall be able to be used for purposes consistent with the terms of the Governing Documents. Under no circumstances shall CU be asked to use its own credit in any way, directly or indirectly, in connection with any borrowings or guarantee any indebtedness. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**L. CU and Local Community Pilot Bulk Purchasing Program.** CU will provide advice and guidance regarding a pilot program initially focused on strategies for fossil fuel purchasing for residential buildings. The WHLDC will administer the program which will focus initially on HDFCs and other low-income buildings. Such pilot program could also endeavor to provide a clearinghouse of maintenance providers and might allow not-for-profit residential building owners from within CD9 the opportunity to utilize such services in coordination with CU. Services might include the development of “greening measures,” economy of scale programs for purchasing in areas such as fuel, and building supplies and materials.

**M. Pre-Development Grants and Studies.** Subject to appropriate approvals, a portion of the Affordable Housing Fund may be used for early stage capital for pre-development stages of affordable housing, including environmental, architectural and planning costs. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of the Fund.

**N. Programs and Capital Improvements for Grant Houses and Manhattanville Houses.** The WHLDC is committed to improving the quality of life for the residents of Grant Houses and Manhattanville Houses. At least \$3,000,000 of the Benefits Fund shall be used to implement capital and program needs of Grant Houses and Manhattanville Houses in coordination with the residential leadership and with the consent of NYCHA. To the extent possible, the WHLDC shall work to leverage such amounts to the extent possible with City, State and Federal money. The WHLDC acknowledges that CU will not control the Benefits Fund and shall have no obligation or other responsibility with respect to its disbursement.

**O. Resource Center for the HDFC Community.** A portion of the Benefits Fund may be used to provide grant funding to create, provide and maintain an accessible bi-lingual HDFC Resource Center that shall be established to support and preserve the HDFC community and other properties. The center would provide education, advocacy, information and technical assistance to CD 9's HDFC cooperatives and other properties.

**P. Housing Advocacy and Legal Services Clinic.** The WHLDC believes that a portion of the Affordable Housing Fund could be used to create, provide and maintain a broad range legal services and housing advocacy clinic for the Local Community. The clinic could provide education, technical and legal support to tenant groups and/or Local Residents and shall represent local tenants in eviction and/or other housing proceedings. The Clinic may provide a housing analyst who may advise, advocate and suggest implementation options on housing policy matters. CU shall post opportunities identified by the WHLDC at CU's Center for Career Education, CU Business School and CU Law School for currently enrolled business and law students to provide business, accounting, managerial assistance and housing advocacy services to local homeowners and residents, not-for-profit corporations and community groups on a volunteer basis. The WHLDC acknowledges that CU will not control the Affordable Housing Fund, and the WHLDC will coordinate with the appropriate designee of that fund.

#### **IV. EMPLOYMENT AND ECONOMIC DEVELOPMENT**

**A. Purpose.** CU expects the Project to generate new local jobs and economic opportunities for the benefit of the Local Community. This will require the training, referral and hiring of Local Residents, minorities and women and the participation of Local businesses in the Project.

**B. Wages & Benefits.** During the Term, CU shall pay all CU Project Employees a Living Wage. CU shall make reasonable efforts to encourage Service Providers to pay a Living Wage to their employees working in the Project Area. CU will provide the same health insurance benefits to CU Project Employees as it provides to other CU Employees in similar positions. This provision shall not give rise to an individual cause of action that does not already exist under the law.

**C. Earned Income Tax Credit.** CU shall inform its eligible Employees and shall encourage all Service Providers to inform their employees working in the Project Area of the availability of the federal Earned Income Tax Credit, including by providing written information and related forms to employees.

**D. Project Workforce.** CU and the WHLDC are committed to robust representation of M/W/L construction trade persons to build the Manhattanville, West Harlem Project. Reflective of CU's commitment to this objective, CU will use good faith efforts towards a goal to have the construction workforce composed of 50% M/W/L over the life of the Project. In particular, CU and the WHLDC recognize that the hiring of qualified Local Residents is of the utmost priority in connection with the Project and agree to work together toward that goal. To this end CU, through its Construction Manager, is negotiating a PLA with an unprecedented target of 40% M/W/L workforce, more fully described below, for an initial term of 7 years. In successive extensions of the PLA, CU will aspire to increase the stated

workforce goal in cooperation with the Building and Construction Trades Council of Greater New York. The WHLDC will, however, consistent with its own commitment to increase employment opportunities for local residents, use good faith efforts to support the workforce objective. CU agrees that it will undertake the efforts described below to expand opportunities for Local Residents to obtain apprenticeship positions and join Unions as described below:

1. **PLA Pre-Apprenticeship.** Subject to and consistent with agreements with the NYC Building and Construction Trades Council, CU shall make good faith efforts to cause its CM to negotiate in the PLA (i) a local membership registry with the Unions that are a party to the PLA to establish priority status to recruit and train Local Residents in pre-apprenticeship and apprenticeship programs; (ii) a goal for Unions to fill at least thirty-five (35) per year Union pre-apprentice positions for work to be performed on any worksite in the City during Phase I Site Development with Local Residents; and (iii) a goal for unions to accept referrals from the Center. The CM shall encourage Unions to give Local Residents priority in consideration for recruiting and hiring to the extent permissible by laws including laws related to unlawful discrimination. The same requirements shall apply to Phase II Site Development. CU shall work with the Consortium for Worker Education and existing pre-apprenticeship programs such as Non Traditional Employment for Women (NEW), the Edward J. Malloy Construction Skills 2000 Program and other Pre-Apprenticeship programs approved by the New York State Labor Department and recognized by participating unions to facilitate training and employment opportunities for Local Residents. Local Residents will be referred through the Center to appropriate Pre-Apprenticeship training programs.

2. **Non-Construction Training.** At the request of the WHLDC, CU shall provide advice and guidance to the WHLDC regarding job readiness training and targeted technical skills training for Local Residents in order to broaden the employment opportunities available to Local Residents within the Project Area. CU, through the Center, may identify, design, and/or disseminate the syllabus for any of these training programs.

3. **Targeted Hiring Requirements.** CU shall use good faith efforts to achieve certain hiring goals in the Project Area with respect to Local Residents, as more particularly set forth below, during the construction period(s), and shall use commercially reasonable efforts to achieve certain hiring on CU Campuses, with respect to non-construction obligations set forth in this CBA.

4. **Construction Work.** The Parties acknowledge that: (i) the construction shall be managed by a CM; (ii) that the CM shall negotiate contracts with all relevant construction trade labor representatives and subcontractors and that these contractual arrangements shall be governed by the PLA. CU shall use good faith efforts to cause the CM to include the following target goals in the PLA or in the CM's contracts or subcontracts, as the case may be:

(a) Commencing as of the date of the issuance of the first demolition permit or excavation permit, whichever comes first, in the Project Area, the goal shall be that at least thirty-five percent (35%) of the total dollar value of Phase I Site Development subcontracts governed by the PLA will be awarded to M/W/LBE, provided, however, that the Parties acknowledge and agree that the use of Specialty Construction Services and related construction materials shall be excluded from the provisions of this paragraph. Such percentage shall be calculated in the aggregate at the end of Phase I Site Development. CU shall provide bi-annual reports to the WHLDC with respect to the status of the target set forth in this Section IV.D.4, beginning on the date that is twelve (12) months after the Effective Date; and

(b) Commencing as of the date of the issuance of the first demolition permit or excavation permit, whichever comes first, in the Project Area, the goal shall be that at least forty percent (40%) of the Project Area Construction Workforce (i.e., individuals employed by construction contractors and subcontractors) employed on site pursuant to the contracts will be qualified M/W/L; provided, however, that the Parties acknowledge and agree that the use of certain Specialty Construction Services and related construction materials shall be excluded from the provisions of this paragraph. With respect to employment of qualified Local Residents, and to the extent that such preferences would not give rise to the potential for legitimate claims of unlawful discrimination, in recognition that the hiring of qualified Local Residents is of the utmost priority, CU shall use good faith efforts to cause its CM to include provisions in the PLA that provide that qualified Local Residents will be given priority in interviewing and hiring for employment opportunities with such contractors and subcontractors.

(c) As stated in the GPP: Columbia would adhere to or exceed the requirements of ESDC's non-discrimination and affirmative action policies during the construction of the Project, unless to do so would conflict with applicable law or Columbia's obligations under collective bargaining agreements. Columbia has agreed that its affirmative action policy would also apply to the Project. Columbia's policy encourages local business participation generally within the area covered by the Upper Manhattan Empowerment Zone and sets goals of 25% MWL business enterprise participation and 40% MWL work force participation in construction activities. (GPP, Section Q, page 51).

5. **Non-Construction Work.**

(a) CU shall, with respect to contracts for goods and services awarded by CU to Service Providers in the Project Area, include goals for hiring M/W/LBE, as set forth herein. CU will establish a target goal of at least thirty-five percent (35%) of the total dollar value of non-construction

contracts (excluding academic and research contracts), throughout the life of the Project for M/W/LBE, provided, that, for purposes of this target, "Local" shall include the five (5) boroughs of New York City.

(b) CU shall use good faith efforts to hire Local Residents with priority to CD9 for at least thirty percent (30%) of CU employees in the Project Area after construction. For these purposes, the calculation of the number of CU employees shall exclude Officers and Instructional and Research staff.

(c) The WHLDC shall advise CU with respect to available methods for CU to notify the Local Community of projected CU job positions on all campuses in advance of particular hire dates ("Job Availability Information"). CU shall, to the extent reasonably possible, implement the methods suggested by the WHLDC with respect to such notification.

(d) CU shall issue a report regarding the then current status of the M/W/LBE targets set forth in this Section IV.D.5 within six (6) months after the issuance of a Certificate of Occupancy for the first New Building in Phase I Site Development and every twelve (12) months thereafter for a period of ten (10) years. Calculation of the target percentages set forth in Paragraphs IV.D.5(a) shall be cumulative and made in the aggregate for all contracts.

(e) CU shall issue a report regarding the then current status of the M/W/LBE targets set forth in this Section IV.D.5 within a reasonable time after the completion of Phase I Site Development. Calculation of the target percentages set forth in this Section IV.D.5 shall be cumulative and made in the aggregate for all contracts.

(f) Through the Center, CU shall make available to the Local Community information about job openings on all CU Campuses. CU shall include in its hiring guidelines and on its hiring forms a statement that CU is committed to hiring qualified Local Residents.

(g) Under the In-Kind Benefits process described in Section II.E of this CBA, the WHLDC may request that CU coordinate with appropriate non-profit, federal, State and private organizations and institutions that assist individuals from Special Population groups in identifying appropriate workforce readiness programs, GED preparation, and workforce training programs. CU shall consider candidates who successfully complete such programs for employment by CU, provided, however, that in no event shall CU be obligated to hire an individual who does not satisfy the applicable job requirements. All decisions to hire or terminate an Employee shall be in CU's sole discretion.

#### **E. Retail Businesses.**

1. As stated in the GPP: Columbia would market no less than 12,000 GSF of small format retail space (up to 2,500 GSF) on the Project Site for local entrepreneurs and existing local businesses. Priority shall be given to any businesses displaced by the Project that are in compliance and good standing with their lease terms. When feasible, Columbia would implement the retail strategy that it currently uses in Morningside Heights and will use good faith efforts to reach agreements with on-site retailers, and with businesses compatible with Columbia and community rebuild needs, provided reasonable economic terms can be agreed upon with such businesses. (GPP, Section N(3)(x), page 47)

2. In addition to its commitment in the GPP (set forth in Section IV.E.1. above), CU further agrees that it shall market no less than an additional 3,000 GSF of small format retail space (up to 2,500 GSF) in each Phase of the Project, for a total of 6,000 GSF in the Project Area for Local Residents and existing businesses within CD9. Priority shall be given in both Phases to any business in Tier I or displaced from the Project Area, whose business is appropriate for the space available and in good standing under its lease at the time the space is offered, or with respect to a displaced business, at the time such business last held a lease for retail space. When feasible, CU shall implement the retail strategy that it currently uses in Morningside Heights and shall use good faith efforts to reach agreement with onsite retailers, and with businesses compatible with CU and community needs, provided reasonable economic terms acceptable to CU can be agreed upon with such businesses.

**F. Business Development and Assistance.** In order to provide opportunities to M/W/LBE to foster their development and growth in the immediate vicinity of the Project Area, CU shall use good faith efforts to do the following:

1. At the request of the WHLDC, CU shall provide advice and guidance to the WHLDC regarding ways small businesses in the Local Community can satisfy bonding requirements. To the extent an employer is unable to waive bonding, a portion of the Benefits Fund may be used to underwrite the bonds.

2. CU acknowledges the importance of facilitating the integration of the Project Area with the existing neighborhood and community and of existing residents and the newly projected population.

(a) CU shall require its street level tenants on Broadway, West 125th Street and 12th Avenue in the Project Area to (i) design in accordance with Section 104-41 of the Zoning Resolution of the City of New York, as applicable, and utilize their respective space for active use as permitted by Section 104-16 of the Zoning Resolution of the City of New York and (ii) use commercially reasonable efforts to make their space accessible and open to the public during reasonable hours, so long as such accessibility is consistent with such tenant's use.

(b) As provided in the Zoning Resolution, CU shall cause all paved areas within open areas (as set forth in the Zoning Resolution) to be illuminated as required by Section 104-432 of the Zoning Resolution.

3. CU shall use good faith efforts to unbundle (i.e., divide into smaller bid packages) certain sections of the Construction Work to increase participation by M/W/LBEs.

4. A portion of the Benefits Fund may be used to provide funds for M/W/LBE to guarantee capital and/or loans.

**G. Job Readiness and Training.**

1. As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would provide up to \$750,000 to fund and support the design, development and implementation of industry response (skills-based) education and workforce development training. Materials to be developed would include competency based curriculum, assessment strategies, recommendations for textbooks, instructional aides, delivery strategies and include implementation training for service providers. (GPP, Section N(3)(u), pages 46-47)

2. Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC regarding job readiness training and targeted technical skills training for Local Residents to broaden the employment opportunities available to Local Residents.

**H. Career and Business Center (“Center”). [NAME OF CENTER TBD]**

1. As stated in the GPP: Columbia is already operating the Columbia University Employment and Career Center, which would be maintained and enhanced to create the Community Information, Opportunities and Resources Center (the “Center”). The Center would be located on the site where the existing Columbia University Employment and Career Center is located, or in a location in or near the Project Site. The Center would commence full operation with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continue operation for a 25-year period from commencement of full operation of the Center. The Center would provide information and resources to enable local residents and businesses to receive prompt notification of business opportunities and available jobs at Columbia, to learn about construction schedules, safety and mitigation, and to receive information about community-oriented service programs (i.e., technical assistance, clinics, mentoring, volunteerism). The Center would provide bilingual services and would be staffed, in part, by persons devoted exclusively to serving as liaison with the community with respect to the obligations incurred by Columbia in connection with the Project. The estimated annual minimum value of maintaining the Center would be \$325,000. Columbia would collaborate with



appropriate organizations to develop and maintain the Center which would provide, among other things, the following services:

- (a) Provide access to Columbia job listings with detailed descriptions of job qualifications, including a regularly updated information hotline to provide callers with information relating to Columbia employment opportunities and will provide continuing counsel and assistance to local residents seeking employment at Columbia.
- (b) Coordinate Columbia resources with (i) appropriate job training centers, (ii) City, State and Federal agencies and (iii) other educational institutions and organizations to provide bilingual referral information regarding services for small businesses, leasing space from Columbia and facilitating access to integrated support services.
- (c) Identify and provide referrals to training programs and classes in areas such as the skilled trades, administrative support, technology, management, and administration, and where feasible, coordinate with State and City education programs and institutions in the administration of such programs.
- (d) Coordinate and host job fairs and job training/job readiness in the community.
- (e) Assist local residents in the identification of business, education, training, and career opportunities that provide opportunities for hands-on learning, and competency based instruction based on industry standards. Such programs would include one group session per month where up to 40 persons per session will receive
  - (i) Referrals for skills training, internships and work-based learning opportunities at Columbia and through community-based organizations supported by Columbia.
  - (ii) A catalog of Columbia community outreach programs.
  - (iii) Access to work-based learning programs for high school students, high school dropouts, individuals transitioning from welfare-to-work, individuals with special needs, and veterans.
- (f) The Center would include information about construction schedules, safety and mitigation for the Project. Columbia would also provide a community alert system to notify subscribers about construction issues and a 24-hour hotline to provide callers with information about construction activity and employment opportunities related to the Project. (GPP, Section N(3)(y), pages 48-49)

2. As stated in the GPP: Columbia would create a “one-stop” center where community members may receive information on Columbia’s community programs and Project commitments. Columbia would set up a 24-hour hotline on construction activities, along with an alert system to notify subscribers about such activities. (GPP, Section R(2)(b), page 55)

3. Also in connection with the Center:

(a) CU shall maintain the Center in a manner that is visible and accessible to Local Residents.

(b) CU shall supply the Center with reasonably necessary resources, including access to administrative and technical support to execute the responsibilities of the Center.

(c) The Center shall maintain and report, on an annual basis, the following data: the number of community residents (i) utilizing the services of the Center, (ii) referred to and placed in jobs at CU, (iii) referred to government, community based, CU or WHLDC education and job training programs, and (iv) participating in Job Fairs.

(d) CU shall encourage Service Providers and local retailers to list all job openings in the Project Area through the Center, and will maintain at the Center an electronic and hard copy listing of all such available positions that would be available to job seekers. CU shall provide a copy of the listing to CB9. The listing shall be maintained in a manner necessary to collect information from Service Providers and provide information to job seekers.

(e) CU shall encourage Service Providers and local retailers to seek applicants for job openings in the Project Area from Local Residents. CU shall maintain an electronic and hard copy listing at the Center with resumes and other information provided by Local Residents who are seeking employment. CU shall notify local Service Providers of the listing and make it available to them. The listing shall be maintained in a manner necessary to collect information from job seekers and provide information to Service Providers.

(f) At the request of the WHLDC, CU shall provide advice and guidance with respect to academic and career assessment predicated on posted competencies required for both CU and external career opportunities.

4. CU shall include in its standard RFP templates (i) a statement indicating that CU is committed to the hiring of qualified Local Residents when possible and (ii) a question seeking information about the vendor's record and practices in that regard.

5. As stated in the GPP: Columbia has, in partnership with the New York City Department of Small Business Services (“NYCDSBS”), implemented a program to develop the capacity of Minority, Women, and Local (“MWL”) construction firms such that they would be able to manage larger contracts including construction trade work on the proposed Project. The pilot program was initiated in January 2008. The program will require approximately one year of classroom training conducted by the NYCDSBS supplemented by up to one year of mentoring by senior executives and construction project managers from Columbia. Firms sponsored by Columbia will also receive actual project bid opportunities during their one-year of training. While this is a pilot program, if it is successful Columbia will match funding of government and private sector partners up to \$250,000 per year for five years so that Columbia’s participation in the program can be continued and, if feasible, expanded. (GPP, Section N(3)(s), page 46).

6. A portion of the Benefits Fund may be used for a Small Business Incubator which will enable emerging and existing small not-for-profit organizations with access to office and meeting spaces.

**I. Technical Support from CU Graduate Students.** At the request of the WHLDC, CU shall post opportunities identified by the WHLDC at CU’s Center for Career Education and CU Business School for: (i) CU-enrolled MBA students to provide pro bono technical advice and business consulting services to local businesses and entrepreneurs, consistent with other internships for MBA students; (ii) Columbia-enrolled Real Estate program students to provide advice and consulting services to WHLDC on land use, development, and property issues consistent with other internships for Real Estate program students; and (iii) any other graduate program that would offer technical assistance to businesses located within the West Harlem community.

**J. CU Agreements.** To the extent that a CU Collective Bargaining Agreement may differ with respect to various Employees, the applicable Collective Bargaining Agreement shall govern. Nothing herein obligates CU to breach or modify any existing contracts, including Collective Bargaining Agreements or to include any provision or commitment in any future Collective Bargaining Agreement.

## **V. EDUCATION**

**A. Purpose.** CU’s Manhattanville Project provides an opportunity to create an innovative urban academic campus that enhances educational opportunity in the broader community. The WHLDC intends to work toward the goals of: (a) improving academic outcomes for children in early childhood, pre-school, primary, middle and high school; (b) at least doubling the percentage of students in the Local Community who attend college from 20% to 40%; and (c) improving outcomes for adults in education, training and vocational programs.

**B. School Partnership.** CU shall create a survey of educational programs and services existing in or as part of the local public schools located in CD9 in order to assess the need for future development and/or implementation or expansion and replication of these

existing or new programs in order to emphasize scholarship and provide enhanced learning opportunities. This survey shall be provided to the WHLDC by the end of calendar year 2009.

**C. Existing Programs.** Under the In-Kind Benefits Process, the WHLDC may submit a proposal requesting CU to expand funding for any of the following CU programs within CD9: Double Discovery, the Fu Foundation School of Engineering and Applied Sciences' Center for Technology, Innovation and Community Engagement ("CTICE"), the Urban Technical Assistance Project and Community Impact. In addition, at the request of the WHLDC, CU shall provide advice and guidance to the WHLDC in connection with the WHLDC's advocacy for the expansion of vocational programs in the New York City public schools and community based programs funded under the Workforce Investment Act.

**D. Curriculum.** CU will support any request by the WHLDC to the NYCDOE that curriculum developed for the NYCDOE and used in the Project Area be made more broadly available in Tiers I, II and III.

**E. Internships.**

1. As stated in the GPP: Commencing with Final Approval, but not commencing earlier than 2010, Columbia would create a pilot program for up to fifteen summer internships per year for high school students with one-third selected from the local community and two-thirds from the new Math, Science and Engineering High School to support the academic and research interests of students. The program would begin with five students from the local community and add ten students from the new High School when current students reach the upper grades and qualify for such an internship. The internships would initially take place in existing Columbia facilities and would move to the new Academic and Academic Research buildings proposed within the Project Site when constructed. After five years the program would be reviewed by leadership of the High School and Columbia with the intent of modifying, extending the size and/or renewing the program upon mutual agreement. (GPP, Section N(3)(k), page 44).

2. The WHLDC's goal is to make available an additional ten CU-based summer internships for youths in CD9. CU shall determine to what extent government (Federal, State, City) or other funding is available to support such additional internships. To the extent that such funding and appropriate opportunities are available, CU shall provide additional internships on the same terms as described above. To the extent full funding is not available for the internships, CU shall notify the WHLDC of the cost and the WHLDC may determine to use the Benefits Fund to support such additional internships.

**F. Mind, Brain, Behavior K-12 Education Center.** As stated in the GPP: Columbia would locate within the proposed Jerome L. Greene Science Center, to be constructed in Phase I, Stage 1, an Education Center to educate the community about diseases that affect the mind and brain as well as the advances being studied by Columbia faculty and researchers. The Center would encourage and design programs for local elementary, junior high school, and high school students. The Center would commence operation upon issuance of the TCO for the

Jerome L. Greene Science Center and operate for a 25-year period from commencement of full operation. (GPP, Section N(3)(a), page 41).

**G. Mind, Brain, Behavior Public Outreach Center.**

1. As stated in the GPP: Columbia would locate within the proposed Jerome L. Greene Science Center a Screening and Education Center for community outreach. The purpose of the Screening Center would be to provide stroke awareness lectures and free blood pressure and cholesterol screenings. The Center would commence operation upon issuance of the TCO for the Jerome L. Greene Science Center and operate for a 25-year period from commencement of full operation. (GPP, Section N(3)(b), page 42)

2. CU shall annually target community outreach for the Screening and Education Center to CD9 and shall operate the Screening Center, including the referral process consistent with applicable law and regulatory and protocols customary for medical screening centers.

**H. Pilot Jobs to GED Program.** Subject to and consistent with fair labor practices, CU shall create a Pilot Jobs to GED Program. Participants must satisfy job requirements when hired, with the exception of having their High School Diploma or GED, but must obtain their GED within two years in order to continue in such position.

**I. Research.**

1. Published research gathered by the Center which focuses on extending learning opportunities and improving the capacity of teachers in the public schools located in CD 9 shall be made available, through the Center, for use by the WHLDC, public schools, community organizations and other relevant entities. In such cases when the research is funded or owned by a third party, their permission may be required to disseminate to the community.

2. As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would provide up to \$750,000 to fund and support the design, development and implementation of industry response (skills-based) education and workforce development training. Materials to be developed would include competency based curriculum, assessment strategies, recommendations for textbooks, instructional aides, delivery strategies and include implementation training for service providers. (GPP, Section N(3)(a), page 46).

3. A skills projection and action report shall be conducted with a portion of the \$750,000 described above. The action report, which would be prepared to facilitate CU's assessment of effective training programs, apprenticeships and educational opportunities it anticipates could be made available to the Local Residents as the campus expansion proceeds. Upon request, but subject to

applicable privacy and legal restraints, these projections, action reports and updates, would be made available to the WHLDC.

4. CU's Office of Government and Community Affairs, or other appropriate office, shall each Spring provide opportunities for interested members of CU's academic community to meet with members of the WHLDC to discuss ways in which research might help support the activities and priorities of the WHLDC.

**J. Pre-School.**

1. By the end of calendar year 2009, CU shall provide to the WHLDC a current listing of and contact information for Early Childhood childcare providers that are invited to participate in CU's annual Childcare fair.

2. Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC in identifying existing CU programs that address health and parenting education issues for families in CB9.

**K. Education Outreach.**

1. As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia will initiate a targeted outreach, in partnership with community based organizations, to identify and engage disconnected youth in the community, ages 16-24 who have not completed high school or obtained a GED, in order to enroll them at no cost in existing New York City Department of Education high school programs or GED programs operated by community partners. Upon completion of a high school diploma or GED, youth will be referred for skills training, internships and work based learning opportunities through community based organizations. For youth successfully completing the GED program, Columbia will make a good faith effort to place qualified youth in University positions. To ensure coordination of program and placement services CU will fund a position to coordinate program and placement efforts. The program will be reviewed by Columbia and the Independent Monitor after eight years and, if effective, will be continued, subject to subsequent reviews of effectiveness for 25 years from commencement. (GPP, Section N(3)(o), page 45).

2. Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC in identifying strategies to address the school dropout problem. Some currently existing programs that have developed innovative strategies include those offered by Community Service Society, STRIVE, New York City Department of Education Multiply Pathways Program, Department of Youth and Community Development, Abyssinian Development Corporation, and HCCI Construction Trades Academy.

3. Upon obtaining a high school diploma or completion of a GED through these selected programs, youth will be referred for skills training, and when

appropriate, internships and work-based learning opportunities at CU and through community based organizations, which shall be funded by CU through the funding described in the GPP in Section N(3)(u) under the “Workforce Training Program.”

**L. Transitional Programs.** A portion of the Benefits Fund may be used to contribute annually to support transitional programs for students in CD9 public schools in their graduation year to prepare them for their next level of schooling.

**M. CD9 Teacher Development.** A portion of the Benefits Fund may be used to provide scholarships for primary and secondary school teachers in CD9 public schools so that the percentage of teachers with Masters degrees in CD9 public schools increases.

**N. Local Masters Program.**

1. As stated in the GPP: In an effort to enhance the quality of elementary school education within the local community, and as part of Columbia’s strong commitment to supporting quality education for the community, commencing with the acquisition by ESDC of all properties required by CU for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia will establish three scholarships for qualified teachers to earn a master’s degree in an appropriate field at Columbia University or Teachers College. The three scholarships would be awarded to qualified elementary school teachers either currently teaching within Community District 9 or interested in teaching elementary school within Community District 9. A maximum of three scholarships would be in force at any given time with a cumulative maximum of 18 credits per year. Recipients of the scholarships: (i) must be admitted to the masters program of choice; (ii) agree to teach within Community District 9 for five years after they commence their participation in the scholarship program; and (iii) meet related criteria of the DOE, the UFT, and/or the local school principal. (GPP, Section N(3)(g), page 43).

2. A portion of the Benefits Fund may be used to support a minimum of two (2) scholarships annually, in addition to those scholarships listed in Section V.O.1. of this Agreement, at Teachers College for teachers who wish to teach in the public schools. Those teachers accepted into the Local Masters Program would be obligated to teach in the public schools located in CD9 for a minimum of five (5) years upon graduation from Teachers College.

**O. Continuing Education.**

1. **Adult Literacy and GED Preparation.** A portion of the Benefits Fund may be used by the WHLDC to develop a comprehensive plan for adult literacy and GED preparation for the community.

2. **Job Readiness and Training.**

(a) As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would contribute \$100,000 each year for the next five years to fund a matching program with community-based organizations to provide job training. (GPP, Section N(3)(w), page 47).

(b) At the request of the WHLDC, CU shall provide advice and guidance to the WHLDC regarding job readiness training and targeted technical skills training for Local Residents to broaden the employment opportunities available to Local Residents within the Project Site.

**P. Pre-K and Adult Learning Programs.** Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC as the WHLDC seeks to address the need for additional pre-K and adult learning resources in CD9. These programs or new programs may be part of the Demonstration Community Public School and may include pre-K classes, early childhood education, parenting classes, a health clinic, recreational facilities and adult continuing education. If such programs are provided by CU and/or Teachers College at the Demonstration Community Public School, they will be included as part of the \$ 30 million in value of services, expertise and other resources described in Section II.H. above.

**Q. University Scholarship Fund.**

1. As stated in the GPP: In an effort to encourage local students to attend Columbia College and the Fu School of Engineering and Applied Science, CU would undertake a targeted recruitment effort for qualified students from the local community. Commencing with Final Approval, Columbia would establish a scholarship fund to serve up to 40 aid-eligible undergraduate students per year who are admitted to Columbia College and the Fu School of Engineering and Applied Science from Harlem, with funding made available to meet their fully demonstrated financial need until 2033. (GPP, Section N(3)(f), page 43).

2. Upon the request of the WHLDC, CU shall provide advice and guidance with respect to the creation of an endowed scholarship program at CU, in accordance with established CU policies and procedures, which would support scholarships for individuals residing in CD9 who wish to pursue a graduate degree at CU. The funds used to create this endowment shall come from the Benefits Fund.

**R. Community Scholars Program.**

1. As stated in the GPP: Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia would offer independent, community-based scholars from Northern Manhattan, access to a range of University services and resources not usually afforded to nonaffiliated residents. Services and resources would be provided at no cost to participants and would include access to all of the University's libraries –



including on-line access, course auditing privileges, dialogue with scholars in their field of study, and the ability to participate in seminars and social events developed specifically for the group in buildings proposed within the Project Site. Selection would be determined by an application process, reviewed by a committee of Columbia faculty and leaders from relevant local cultural institutions. Scholars would be appointed for 3-year terms. In the first year Columbia would appoint up to five scholars; in the second year Columbia would appoint up to an additional five, so that after year one there would be a plan to have a cohort of ten scholars. Columbia envisions the program to proceed as a pilot for ten years and then be re-evaluated to assess its effectiveness. (GPP, Section N(3)(p), pages 45-46)

2. A portion of the Benefits Fund may be used to fund an additional five community-based scholars from CD9, for a minimum of ten (10) scholars in the first year for a term of three (3) years; and in the fourth (4th) year an additional ten (10) scholars, for another term of three (3) years.

## **VI. ENVIRONMENT**

**A. Purpose.** CU has committed itself to environmental responsibility in its construction practices in the Project Area, and with respect to the design, construction, and long term operation of the Project and the CU Campuses. As a leading academic institution, CU believes it has a duty to be an environmentally responsible neighbor.

### **B. Environmental Stewardship.**

1. CU has an overall goal of responsible environmental stewardship. In decisions regarding the Project Area, CU shall be guided by the following goals: protecting the biosphere; the sustainable use of renewable natural resources; the reduction of waste and the safe disposal of waste; energy conservation; greenhouse gas emission reduction; environmental risk reduction to CU staff, students and the surrounding community; and correcting damage, if any; reducing the use of products that cause environmental damage, and reducing impacts to air quality in the surrounding area, with a particular sensitivity to the impacts to people suffering from asthma.

2. As stated in the GPP: Columbia would design, build and operate the Project's residential and academic buildings to achieve a minimum Leadership in Energy and Environmental Design ("LEED") v.2.2 Silver Certification (or its equivalent) from the United States Green Building Council ("USGBC"). Although current USGBC standards for sustainability may not be directly applicable to laboratory facilities or to large scale developments taking place over many years, Columbia would undertake good faith efforts to apply multi-building development criteria and would, where practicable, incorporate any relevant new standards into current and future stages of the Project's development. To the extent practicable, Energy Star appliances would be used in all Project buildings

as would appropriate technologies to mitigate heat island effects and reduce storm water runoff. (GPP, Section F(6), page 23)

3. As stated in the GPP: Columbia participates in Laboratories for the 21st Century (“Labs21”), a cooperative program of the U.S. Environmental Protection Agency and the U.S. Department of Energy intended to improve the energy efficiency and environmental performance of laboratories. During the construction and operation of the Project’s academic research facilities, Columbia would design, build and operate new academic research buildings in accordance with Labs21 guidelines.

Columbia has agreed to exercise reasonable efforts to reduce its greenhouse gas emissions by 2017. Other environmental sustainability measures incorporated into the Project include Columbia’s commitment to (1) commission all newly constructed buildings to ensure optimal system performance in accordance with applicable LEED certifications; (2) establish a \$10 million revolving fund to encourage use of energy efficiency measures relating to building components and operations on the Project Site different from or which exceed the LEED commitments made by Columbia in connection with this GPP; (3) reduce energy consumption in all new construction and major renovations as compared with the requirements in the New York State Energy Conservation Construction Code; (4) adopt measures to reduce air emissions during the construction period that would surpass those specified in New York City Local Law No. 77 of 2003, including the use of ultra-low-sulphur fuel in nonroad vehicles and nonroad engines; (5) use the best available technology to control emissions of particulate matter during construction; and (6) monitor the use of such measures and technologies by all contractors and subcontractors. (GPP, Section F(6) pages 23-24)

4. CU further agrees that it shall:

(a) Comply with Applicable Law. CU will comply with applicable air quality laws and regulations to minimize air emissions throughout construction in the Project Area.

(b) Evaluate Cogeneration. CU recognizes that cogeneration, the simultaneous generation of both electricity and useful heat, can be an effective strategy to increase energy efficiency and reduce GHG emissions. CU will use good faith efforts to avail itself to use cogeneration in the Project Area. Such cogeneration facilities will, to the extent practicable, be primarily powered by non-diesel fuel sources except in the case of an emergency or other unusual circumstances, and as part of an interruptible fuel supply arrangement with utility companies. CU will likely install and operate diesel emergency power generators in the Project Area, and all other locations that require emergency backup power generation capabilities, and CU may use ultra low sulfur diesel fuel as a

secondary fuel source in all cogeneration facilities that might be developed.

**C. Streetscape Enhancement Measures.** CU agrees to facilitate the use of plants in streetscape in the Project Area, subject to zoning and other similar limitations. As stated in the GPP, CU has agreed to provide the City's Department of Parks and Recreation funds for staff and enhanced services for the West Harlem Piers Park, which payments commenced in 2008 and shall extend 24 years thereafter. Such funds shall be in the initial amount of \$500,000 escalating at 3% annually.

**D. Water Conservation and Sewage Control Measures.** CU recognizes the importance of water conservation, effective wastewater management and minimizing stormwater runoff, particularly in light of the history and environmental issues surrounding the North River Sewage Treatment Plant and the community. The Parties agree water use and management is an important category within the LEED certification process to which CU has committed for the Project Area. CU will evaluate the use of green roof technology and managed vegetated areas, as well as other strategies, as a means of addressing such issues.

**E. Seismic Safety and Building Protections.** CU agrees to construct all structures in the Project Area in accordance with federal, state and local laws pertaining to requirements for seismic safety. CU shall ensure the structural integrity of all buildings and the protection of all residents in the Project Area from the direct consequences of construction activity, as required by law.

**F. Community Emergency Response Team.** At the WHLDC's request, CU shall provide advice and guidance to the WHLDC and CB 9 in establishing a Community Emergency Response Team, known as CERT.

**G. Waste Management.** CU is committed to developing policies for the Project Area to reduce its generation of solid waste, to increase recycling programs, and to increase the percentage of sustainably-sourced materials purchased.

1. CU has an existing waste management program that is in compliance with all federal, State and City regulations regarding recycling and disposal of electronic equipment, and will update it as appropriate from time to time.
2. CU shall comply with existing and future federal, state and local laws pertaining to biological, chemical, medical and dental wastes.
3. CU shall meet with CB9 and the WHLDC at a mutually agreeable time on reasonable notice to report on waste management policies and practices at the Project Area.

**H. Pest Control.** To the extent that it is safe and effective, CU shall extend its current Integrated Pest Management ("IPM") practices to the Project Area.

1. To the extent economically feasible and effective, CU shall endeavor to use non-chemical means to control pests.
2. CU agrees to provide training for facilities maintenance, waste management and grounds maintenance staff and contractors regarding IPM, and to use reasonable efforts to develop curriculum and conduct outreach meetings to train residents within the Project Area on proper IPM methods.
3. CU shall use commercially reasonable efforts to avoid the use of chemical pesticides or fertilizers in landscaping at the Project Area, unless no feasible or effective alternatives are available.

**I. Hazardous Substances.** CU agrees to abide by applicable Environmental Laws related to the proper storage, management, use, transport and disposal of Hazardous Substances.

1. CU shall make available annually to the WHLDC a copy of all publicly available reports in CU's possession related to the storage, management, use, transport and disposal of Hazardous Substances at the Project Area.

**J. Biosafety Lab.** As stated in the GPP: New academic research buildings—including, for example, laboratories dedicated to neuroscience, biomedical engineering, nanotechnology, system biology and environmental sciences—are proposed primarily along the Broadway corridor on development sites (“Sites”) 2, 6, 6b, 8, and 15, with two academic research sites on Sites 12 and 13. The laboratories would be operated in accordance with applicable Biosafety Level standards for clinical, diagnostic, teaching, and research facilities issued by NIH and the Centers for Disease Control and Prevention. The applicable standard would not exceed Biosafety Level 3. (GPP, Section F(2), page 15).

**K. Information on Activities.** CU shall also provide information to the residents and property owners in the Project Area regarding construction activities prior to their commencement.

## **VII. TRANSPORTATION**

**A. Needs Assessment Study.** A portion of the Benefits Fund may be used for needs assessment studies for Manhattanville. The needs assessment studies may include, but are not limited to, air quality studies, public transportation needs, traffic calming measures and pedestrian and parking needs. Upon receipt of the results of the needs assessment studies, a portion of the Benefits Fund may be used to implement neighborhood improvements.

### **B. Subway Improvements.**

1. As stated in the GPP: Columbia would upgrade the E101 and E102 escalators at the 125<sup>th</sup> Street IRT Subway Station located on the west side of Broadway, south of West 125<sup>th</sup> Street, to 40-inch treads and replace the enclosures around the escalators. (GPP, Section N(1)(b), page 40).

2. CU will express support for the WHLDC and CB 9 in their efforts to advocate that the City and the MTA provide handicap accessibility and other subway improvements at the 125th Street IRT subway station and other subway stops in the Local Community.

**C. Bus Stop Improvements.** CU will express support for the WHLDC and CB 9 in their efforts to advocate that the City and the MTA provide bus shelters and other bus stop improvements in CD9.

**D. Parking.** CU shall add up to 72 parking spaces through an improvement of operational efficiency and parking configuration at its 560 Riverside Drive parking garage, thereby providing additional supply at area public parking facilities.

## **VIII. ARTS & CULTURE**

**A. Purpose.** The WHLDC seeks to foster the expansion and creation of new art and arts initiatives and develop new areas of arts education and technology. In addition, the WHLDC seeks to encourage the inclusion of Harlem artists in the CU arts and cultural programs. These programs are intended to serve as an economic engine revitalizing West Harlem as an arts and culture destination.

**B. Cotton Club.** CU shall not request that NYS exercise eminent domain to acquire the Cotton Club site, otherwise known as Block 1996, Lot 1 on the Tax Map of NYC.

### **C. Arts Space.**

1. As stated in the GPP: Columbia would make available 5,000 GSF of space or spaces, within or contiguous to the Project Site, for use by local artists. Columbia would subsidize this space such that it would be accessible to a variety of artists and/or artists' organizations. Such space would be made available commencing with the issuance of the first TCO in Phase I, Stage 2 and continue to be made available for a 25-year period from commencement of making such space available. (GPP, Section N(2)(c), page 41).

2. CU will, consistent with current practice, make good faith efforts to accommodate requests by local artists and cultural organizations not affiliated with CU for access to its indoor or outdoor spaces for programming that may include but is not limited to, information sessions, performances, special events or presentations. Payment for such space shall be in accordance with then current CU protocols. CU space is generally awarded on a first come-first served basis, with priority given to CU and student activities, followed by Local Community activities.

3. A portion of the Benefits Fund may be used for the purpose of supporting arts projects, cultural programs, as well as other needs not addressed by existing programs or by other aspects of this CBA. The funds would be distributed to qualifying small arts organizations, projects, etc. at the request of the WHLDC

and subject to such approval. The WHLDC expects to use funds from the Benefits Fund as the basis for the leveraging of additional funds, from City, State, and Federal resources and from private sources.

**D. Endowment.** A portion of the Benefits Fund may be provided to eligible organizations with a proven track record of service to the Local Community to create an endowment to provide infrastructure and other kinds of support to such organizations.

**E. Technical Assistance for Artists and Art Organizations.** At the request of the WHLDC, CU shall post opportunities identified by the WHLDC at CU's Center for Career Education and Columbia Business School for: (i) a CU-enrolled MBA student to provide pro bono technical advice business consulting services to Local arts and cultural organizations and organization leaders, consistent with other internship opportunities for MBA students; and (ii) any other graduate program that could offer technical assistance to Local arts and cultural organizations located within the West Harlem community.

**F. West Harlem Cultural Projects.** CU shall provide advice and guidance to the WHLDC on programs and/or projects that preserve and document the cultural and living history of Harlem and West Harlem in particular. The programs and/or projects may include, but shall not be limited to, the Harlem Artists Legacy and Living History Projects, as set forth in Sections VIII.G. and H, arts projects or programs that highlight the environment, festivals, summits or workshops that focus on arts and culture of the Local Community.

**G. Living History Project.** A portion of the Benefits Fund may be used to support a new WHLDC initiative which would document the history of West Harlem. The Living History Project will be researched and developed by long-time members of the Local Community. This project would strive to preserve the legacies, traditions and history of the people of West Harlem, while introducing the emerging melting-pot community.

**H. Harlem Legacy.** A portion of the Benefits Fund may be used to support a project exploring the legacy of Harlem artists and arts organizations, inviting icons and organization representatives to share with the community the legacy of their contributions to Harlem and American culture.

## **IX. COMMUNITY FACILITIES**

### **A. Athletic Facilities.**

1. Under the In-Kind Benefits process (as set forth in Section II.E. of this CBA), the WHLDC may request that CU make any physical education facilities proposed as part of the Project available for Street Squash, an after-school youth enrichment program that combines academic tutoring with squash instruction, community service, and one-on-one mentoring for Local Community students.

2. As stated in the GPP: Commencing with issuance of a TCO for the portion of the new building which will house the new swimming facility on the Project Site, Columbia would offer access to its new swimming facilities

proposed as part of the Project to the physically disabled and to a local swim team or club for two hours each weekday evening. Every Sunday afternoon year-round, Columbia would also offer a four-hour “family swim” to local residents. All such access would continue for a 25-year period from commencement of full access. (GPP, Section N(2)(a), page 41).

3. CU will provide to the WHLDC each Spring a listing of CU-sponsored, CU-affiliated and other summer activities available to local children.

**B. Athletic Clinics.** As stated in the GPP: Commencing with Final Approval, Columbia varsity sports programs and coaches of football, volleyball, basketball, soccer, swimming, track and field and tennis would sponsor and participate in seasonal sports clinics for local community children between the ages of five and 13 in University facilities and throughout Harlem and Washington Heights until 2033. (GPP, Section N(3)(q), page 46).

**C. Sporting Events, Summer Camps & Facilities.** As stated in the GPP: Commencing with Final Approval, Columbia would offer 25 scholarships per summer based upon financial need to children from the Manhattanville in West Harlem area to attend Columbia Summer Sports Camps and Cub Camps until 2033. (GPP, Section N(3)(r), page 46).

**D. Day Care Space.**

1. As stated in the GPP: Acquisition, relocation and development on Site 17, along with a new off-site community facility immediately to the east of that site, are also expected to occur during Stage 2.

2. When the development of Site 17 occurs, CU shall make available for lease on market terms to a qualified certified not-for-profit day care provider approximately 5,000 gross square feet of space to be developed as a day care center for Income Eligible families in a new off-site community facility immediately to the east of Development Site 17. If the WHLDC desires to subsidize the rent, the value of any difference between reasonable market rent and rent paid by the day care provider may, at the request of the WHLDC, be treated as an In-Kind Benefit as described in Section II.E. above. The certified day care provider shall be identified by the WHLDC and approved with CU. Fit out and other capital and operating expenses shall be the responsibility of the day care provider.

**E. Community Board 9 and Meeting Space.**

1. As stated in the GPP: Commencing with the issuance of the TCO for the last building to be constructed in Phase I, Stage 1, Columbia would make available space on the Project Site for Manhattan Community Board 9 to accommodate at least 4 full-time persons and a meeting space for regular meetings throughout the month to accommodate at least 50 people. In addition, commencing at the same time Columbia would make meeting rooms available to local community organizations for two evenings per month on a scheduled basis.

All of such space would continue to be made available for a 25-year period from commencement of making such space available. (GPP, Section N(2)(b), page 41).

2. CU shall, consistent with current practice, make good faith efforts to accommodate requests by Local Community based organizations for meeting rooms and multi-purpose space. Payment for such space shall be in accordance with then current CU protocols. CU space is generally awarded on a first come-first served basis, with priority given to CU and student activities, followed by Local Community activities.

**F. Seniors.** Upon the request of the WHLDC, CU will provide advice and guidance to the WHLDC as the WHLDC seeks to identify and raise funds to help support programs serving home bound seniors in CB 9.

**G. Health Care Benefits.** A portion of the Benefits Fund may be used for an assessment of community based health care needs and implementation of health care services.

**H. Health Education and Outreach.** A portion of the Benefits Fund may be used to expand services to applicable facilities, including hospitals, clinics and community-based organizations, within Tiers I and II, that provide health education to families with children living with asthma, diabetes, obesity, sickle cell anemia and HIV/AIDS. This may include the reach and scope of Project Health, a Community Impact program supervised by the medical and social work staff of CU or its affiliates, and relevant current CU or CU affiliated programs include the Northern Manhattan Asthma Basics for Children (ABC) Initiative, Services to Assist Adolescent and Young Adults (Project S.T.A.Y.); and Community Engagement Resource, which disperses relevant current research to the community.

**I. Not-For-Profit Building.** Upon the request of the WHLDC, CU shall provide advice and guidance to the WHLDC with respect to acquiring property and leasing space toward the WHLDC's goal of developing a self-sustaining not-for-profit building.

## **X. HISTORIC PRESERVATION**

**A. Purpose.** The WHLDC is committed to assisting in the preservation and enhancement of the historic context of the Local Community and promoting public awareness of its rich architectural resources.

**B. Historic Preservation.** The WHLDC will work with the National Trust for Historic Preservation (NTHP) and/or other preservation resource organizations in to identify a community-driven program, such as the Preservation Development Initiative (PDI), that may be of assistance.

1. At the request of the WHLDC, CU shall provide advice and guidance to the WHLDC in obtaining a wide range of assistance, including a comprehensive preservation development strategy, with the goal being that the Local Community receives a preservation assessment to outline its individual development needs and opportunities. The assessment is conducted by a multi-disciplinary team of



preservation development experts to analyze and identify possible barriers and advantages to preservation-based development within the City. Following the assessment, a report shall be issued for the site with detailed recommendations. The resulting report would be presented to WHLDC to enable them to prioritize needs and resources. The WHLDC may develop a proposal for In-Kind Benefits in support of these efforts.

2. Upon the request of the WHLDC, CU shall post opportunities identified by the WHLDC at CU's Center for Career Education and CU's Schools of Architecture and Historic Preservation for students to assist with architectural research, historic photo documentation and other resources in support of identifying and/or expanding the National Register and New York City Landmark designations of historic districts and individual properties throughout CD9.

3. A portion of the Benefits Fund may be used to fund the Historic Preservation's and/or other preservation organization's expertise for an initial assessment of the area, which shall focus on CD 9.

**C. Historic Preservation Fund.** A portion of the Benefits Fund may be used to establish a historic preservation fund to be administered by a third party organization jointly selected by CU and the WHLDC.

**D. Historic Infrastructure.**

1. As stated in the GPP: Consistent with an agreement with the City, Columbia would fund viaduct lighting maintenance and electricity for lighting of the MTA viaduct at the intersection of West 125th Street and Broadway and the Riverside Drive viaduct at the intersection of West 125th Street and 12th Avenue through 2033. (GPP, Section N(3)(d), page 39).

2. Should CU's construction efforts within the Project Area necessitate the removal of granite block below the Riverside Drive viaduct, CU shall, if approved by and in coordination with the NYC DOT and/or other appropriate City agencies, remove, store and provide the granite block for reuse by the DOT throughout 12th Avenue's roadway from 138th Street to St. Clair Place.

**E. Prentis, Nash and Studebaker.**

1. As stated in the FEIS: CU will retain key aspects that recall Manhattanville's history, including maintaining the existing street grid, protecting the IRT and Riverside Drive viaducts, preserving the former Warren Nash Service Station building and adapting it for new use, and adapting the Studebaker Building for new University administrative uses. (FEIS Executive Summary, page S-14).

2. In addition, all exterior alterations to Prentis Hall shall be treated in a historically-sensitive manner due to the building's architecturally distinguished structure which contributes a unique history to the Project area.

#### **XI. EFFECTIVE DATE; TERM**

A. This CBA shall become effective on Final Approval (the "Effective Date").

B. CU's obligations with respect to the In-Kind Benefits as described in Section II.E. and "Behavioral Commitments" as defined below, including CU's commitments with respect to advice and guidance, shall begin on the Effective Date.

C. Notwithstanding the foregoing, as described in Section II.B. above, CU's obligations with respect to the Benefits Fund (other than to provide the Advance as described in the Advance Letter) shall become effective on the Effective Date, with the first installment payable four months following the Effective Date and subsequent annual installments payable on the last day of the month in which the anniversary of Final Approval occurs beginning in 2010 until the Benefits Fund has been fully paid.

D. CU's obligations to the City and/or State under the Governing Documents shall commence as set forth in the Governing Documents.

E. This CBA shall remain in effect until December 31, 2040 (the "Term"), provided that the Term with respect to (i) the In-Kind Benefits shall be as described in Section II.E. above, (ii) the Demonstration Community Public School shall be as described in Section II.H. above, and (iii) Sections IV.D.5(a) and IV.D.5(b) shall expire on December 31, 2045. The Term may also be extended or modified as may be agreed to by the Parties in writing.

F. Upon termination or expiration of this CBA, CU shall have no further obligation under this CBA.

#### **XII. REPORTING.**

A. In addition to the other reporting requirements listed throughout this CBA, CU shall compile and provide to the WHLDC an annual CBA Report that will include: (i) a summary of the payments by CU to the Benefits Fund for that year and a cumulative total; (ii) the In-Kind Benefits annual summary described in Section II; (iii) any publicly available reports provided to the City and State regarding the implementation of the Governing Documents; and (iv) the M/W/LBE reports for such period as described in Sections IV.D.4 and IV.D.5.

B. In addition to the reporting described in XII.A. above and elsewhere in the CBA, if the WHLDC shall desire additional reporting on project area construction noise, pest and pest control, and air quality or other matters in this CBA, the WHLDC may request such reporting as an In-Kind Benefit under the process described above.

#### **XIII. ENFORCEMENT**

**A.** The Parties recognize that the commitments and obligations to each other set forth in this CBA require the on-going cooperation of the Parties, local elected officials, residents and businesses. Both CU and the WHLDC commit to use good faith efforts to resolve any disputes arising under this CBA. This CBA imposes on both parties a duty to negotiate in good faith all matters relating to this CBA.

**B. \$76 Million Benefits Fund.** Should CU fail to pay any amount of the Benefits Fund as and when due as described above, the WHLDC shall be entitled to enforce such obligation to pay in any court of competent jurisdiction. Upon a final determination that is not subject to further appeal, that CU's failure to pay was in violation of this CBA, CU shall promptly pay the unpaid amounts and any and all other costs assessed by the court. Unless the court otherwise determines such payment shall include (a) interest from the date the unpaid amounts should have been paid as determined by the court through the date of payment at the higher of (i) the interest rate imposed by the court or (ii) the average Prime Rate published in The Wall Street Journal during the period of non-payment plus (b) the WHLDC's reasonable attorneys fees and expenses in connection with the enforcement of CU's obligation to pay.

**C. In-Kind Benefits.**

1. Disputes under this CBA related to access to facilities, services and amenities which CU has agreed to provide under the process in Section II.E of this CBA shall be submitted in writing, including sufficient explanation as to the nature of the dispute, to the Senior Executive Vice President of CU (or other individual designated by CU) or the President of the WHLDC, as the case may be. Within 15 days of receipt of any notice of dispute, each party shall designate two representatives to a "Dispute Resolution Team" which shall work together in good faith to promptly resolve the dispute. The Dispute Resolution Team shall meet within 30 days of notice of the written notice of any dispute. Any resolution reached by the Dispute Resolution Team shall be documented in writing signed by all members of the Team and shall be binding on both parties. If the Dispute Resolution Team is unable to reach a resolution within 60 days of the original notice of dispute, the parties may (i) mutually agree in writing to give the Dispute Resolution Team additional time to resolve the dispute, (ii) request that the Dispute Resolution Team be reconstituted with different members in a continuing effort to resolve the dispute, or (iii) either party may submit the matter to mediation as described below.

2. If the parties are unable to resolve the dispute through the Dispute Resolution Team, either of the Parties may request mediation by written notice to the other. The mediation shall be conducted by one mediator in New York, New York, pursuant to the rules and procedures of the American Arbitration Association ("AAA") under its Commercial Mediation Rules. The fees, costs and expenses of the mediation will be borne equally by the parties, provided that each party will bear the fees and expenses of its own counsel and witnesses and other costs, if any.

3. As described in Section II.E of this CBA, consistent with CU's commitment to transparency and accountability, CU will describe in writing the manner in which facilities and services will be provided and an explanation of the basis for the value determination. Notwithstanding the foregoing, the Dispute Resolution Process described above shall only be available with respect to disputes after a program has been agreed as part of the In-Kind Benefits. The WHLDC shall have no right to dispute or mediate CU's determination of its ability to provide requested facilities and/or services or CU's determination of the value of the facilities and/or services to be provided.

4. Notice of a dispute shall not relieve either party of any obligation under this CBA and the parties shall continue in good faith to carry out the provisions of this CBA

**D. Demonstration Public School.** Should CU fail to pay any amount as and when due as described in Section II.H. of this CBA, the WHLDC shall be entitled to enforce such obligation to pay in any court of competent jurisdiction. Upon a final determination that is not subject to further appeal, that CU's failure to pay was in violation of this CBA, CU shall promptly pay the unpaid amounts and any and all other costs assessed by the court. Unless the court otherwise determines such payment shall include (a) interest from the date the unpaid amounts should have been paid as determined by the court through the date of payment at the higher of (i) the interest rate imposed by the court or (ii) the average Prime Rate published in The Wall Street Journal during the period of non-payment plus (b) the WHLDC's reasonable attorneys fees and expenses in connection with the enforcement of CU's obligation to pay.

**E. Behavioral Commitments.** With respect to any commitments by CU to the WHLDC under this CBA other than the Benefits Fund, the In-Kind Benefits, and the Demonstration Community Public School (all such other commitments, herein after the "Behavioral Commitments"), the Parties shall attempt to resolve the dispute through the steps set forth in Section XIII.C.1-4 above, failing which the dispute shall be referred to binding arbitration under the commercial rules of the New York office of the American Arbitration Association, with three arbitrators, one selected by each party and the third selected by the two so selected. The arbitrators shall have the right to issue an injunction to enforce any obligation under this CBA. The fees, costs and expenses of the arbitration will be borne equally by the parties, provided that each party will bear the fees and expenses of its own counsel and witnesses and other costs, if any.

**F. Transparency of the Independent Monitor.**

1. As stated in the GPP: Commencing with Final Approval, and continuing through 2033, Columbia would fund an Independent Monitor who will, during the term of the Project, review and take steps to ensure Columbia complies with the commitments made in this GPP. Such person would be jointly acceptable to the ESDC and the City and would periodically report to ESDC. (GPP, Section N(3)(z), pages 48-49).

2. CU shall request that ESDC allow all reports of the Independent Monitor to be made available to the WHLDC on a timely basis.

#### **G. Governing Documents.**

If the WHLDC has a concern about CU's implementation of any Community Benefit referred to in this CBA that is provided for in the Governing Documents, the WHLDC through its Designated Representative may submit such concern in writing, including sufficient explanation as to the nature of the concern, to the Senior Executive Vice President of CU (or other individual designated by CU). Within 30 business days of receipt of any written notice of a concern, CU shall meet with the WHLDC to discuss the concern(s) identified. Within ten (10) business days following such meeting, CU shall provide to the WHLDC a written summary of the meeting, including CU's response to the concerns raised. If after forty-five days (45) days after receipt of the summary described above, the WHLDC still has concerns about the issue(s) identified in the summary, the WHLDC through its Designated Representative may submit another notice of concern to which CU shall respond in the manner set forth above. The WHLDC may not submit to CU a notice of concern on the same issue more than twice in any twelve month period.

Notwithstanding any meetings or discussions between the WHLDC and CU and anything else to the contrary in this CBA, the WHLDC shall have no right to litigate, mediate, arbitrate, or otherwise enforce in any manner any of CU's obligations under the Governing Documents, including CU's implementation of any such obligation. The WHLDC may not submit a notice of concern with respect to any obligation of CU under the Governing Documents which has been the subject of enforcement or inquiry by State and/or local authorities and adjudicated or otherwise resolved to the satisfaction of the governmental authority within the preceding sixty (60) days. Notwithstanding the foregoing, nothing in this CBA shall limit in any manner the right of the WHLDC to raise issues or concerns about CU's obligations under the Governing Documents with the State and/or local authorities or any elected official.

**H. Limitation of Liability.** In no event shall CU, its officers, trustees, employees, students, agents or contractors, be liable for (a) any indirect, incidental, special, punitive, exemplary, consequential or similar damages, even if advised of the possibility of such damages or any claim based on a third party claim, (b) the non-application or misapplication by the Fiscal Sponsor, the WHLDC, or any other party, of all or any portion of the Benefits Fund, or (c) the non-application or misapplication of all or any portion of the Affordable Housing Fund.

**I. Limitation on Enforcement.** The rights of WHLDC to enforce the obligations of CU under this CBA are specifically limited to the enforcement of the obligations of CU explicitly identified herein that are not otherwise obligations of CU contained in the Governing Documents. Any obligations of CU contained in this CBA that are obligations of CU under the Governing Documents may be enforced only by state and/or local governmental authorities pursuant to the Governing Documents as the same may be modified or amended from time to time. To the extent any provision in this CBA conflicts with the Governing Documents, the provisions of the Governing Documents shall control. To the extent that a provision is not explicitly an obligation of CU but rather a goal, that provision is unenforceable by the WHLDC

**J. Liquidated Damages.**

1. The WHLDC shall be entitled to liquidated damages solely with respect to the following provisions of this CBA: (a) CU's failure to timely pay any amount of the Benefits Fund as and when due as described in Section II.B; (b) CU's failure to perform under Section IV.D.5(f) (job openings, hiring guidelines and forms; (c) Section IV.E.2 (small format retail space); or (d) section VI.H. (Integrated Pest Management).

2. (a) Upon CU's receipt of notice from the WHLDC that CU has failed to pay any amount of the Benefits Fund as and when due, CU shall have ten (10) business days to cure the failure described in the notice.

(b) Upon CU's receipt of notice from the WHLDC that CU has failed to perform any obligations set forth in paragraph 1 (b), (c) or (d) of this Section J (which notice shall describe the alleged failure to perform), CU shall have ten (10) business days to cure the failure described in the notice, provided that if the alleged non-performance is not capable of cure within ten (10) business days, CU shall have an additional thirty (30) days to cure if good faith efforts to cure are begun within the initial ten (10) business day period.

3. If CU fails to cure the failure described in the notice within the applicable cure period, then the WHLDC shall have the right to liquidated damages of \$5,000 per day from the date of the failure to perform set forth in the notice to the date of cure, up to a maximum of One Million Five Hundred Thousand Dollars (\$1,500,000) in the aggregate over the Term. No failure of CU shall be deemed to have occurred and the WHLDC shall not be entitled to submit notice with respect to any failure to perform under Section IV.D.5(f) (job openings, hiring guidelines and forms) or Section VI.H. (Integrated Pest Management) and until after January 1, 2010.

**K. Litigation Fund.** A portion of the Benefits Fund may be used to investigate complaints of non-compliance and fund enforcement and remedies.

**XIV. MISCELLANEOUS PROVISIONS**

**A. Contact Person.** Each of the Parties shall designate a contact person ("**Designated Representative**") for all matters under this agreement, including without limitation the In-Kind Benefits process and all requests for advice and guidance.

**B. No Partnership.** CU and WHLDC shall not in any way, for any purpose, be deemed to be partners under the New York State Partnership Law or otherwise. References herein to "partnership" are solely for the purpose of describing the collaboration between CU and WHLDC.

**C. Partner Organizations, Entities and Agencies; No Third Party Beneficiaries.** To the extent an organization, entity or agency is not able to fulfill any of its obligations under

this CBA, CU and WHLDC will endeavor to find replacement organizations, entities or agencies. CU shall not be liable for any non-compliance with this CBA, laws or regulations by the stated organizations, entities and agencies or the replacements. This CBA is made by and for the benefit of the Parties hereto and shall not be for the benefit or enforcement by any third party.

**D. Compliance with State and Federal Laws.** This CBA must only be enforced to the extent that it is consistent with the laws of the United States of America, State of New York and City of New York. If any provision of this CBA is held by a court of law to be in conflict with state or federal law or determined by governmental authority having jurisdiction to be a conflict, the applicable law shall prevail over the terms of this CBA, and the conflicting provisions of this CBA shall not be enforceable.

**E. Force Majeure.** In any case where either Party hereto is required to do any act, delays caused by or resulting from: an act of nature, war, civil commotion; fire or other casualty; labor difficulties; general shortages of labor, materials or equipment; enemy or hostile government action; a taking of whole or any part of the Project Area; denial to CU by any party of a right of access to any adjoining real property, which right is vested in CU by contract or pursuant to applicable law, if such access is required to accomplish the obligations of CU pursuant to the Governing Documents or this CBA; inability of a public utility to provide power, heat or light or any other utility service; force majeure beyond such Party's reasonable control (collectively, "Force Majeure"), shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time, or "a reasonable time". In addition, if Force Majeure prevents CU from commencing, carrying out or completing the Project as contemplated as of the Effective Date, CU's obligations with respect to the required act, this CBA shall be suspended and to the extent the Project is reduced in scope, such obligations shall be pro-rated and/or reduced proportionately.

**F. Severability.** If any term, provision, covenant, or condition of this CBA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect; provided, however, that the material and mutual purposes of this CBA may still be fulfilled.

**G. Binding on Successors.** This CBA must be binding upon and inure to the benefit of the successors in interest, transferees, assigns of each of the parties hereto provided, however, notwithstanding anything in this agreement to the contrary, this CBA shall terminate in the event of a foreclosure by, or a delivery of a deed in lieu of foreclosure to, the holder of any mortgage encumbering all, or any portion of the CU's interest in the Project Site. Any reference in this CBA to a party shall be deemed to apply to any successor in interest, transferee or assigns of such party.

**H. Correspondence.** All correspondence shall be in writing and shall be mailed to the affected parties at the addresses set forth below. A party may change its address by giving twenty (20) days notice to the other parties. The addresses of the parties are:

If to CU:

The Trustees of Columbia University

in the City of New York  
311 Low Memorial Library  
535 West 116th Street  
New York, New York 10027  
Attention: Senior Executive Vice President

With a copy to: The Trustees of Columbia University  
in the City of New York  
412 Low Memorial Library  
535 West 116th Street  
New York, New York 10027  
Attention: General Counsel

With a copy to: The Trustees of Columbia University  
in the City of New York  
308 Low Memorial Library  
535 West 116th Street  
New York, New York 10027  
Attention: Executive Vice President for  
Government and Community Affairs

If to WHLDC: West Harlem Local Development Corporation  
c/o New York City Department of Housing  
Preservation and Development  
94 Old Broadway  
New York, NY 10027  
Attn: Julio Batista, President

With a copy to: Wachtel & Masyr, LLP  
110 East 59<sup>th</sup> Street  
27<sup>th</sup> Floor  
New York, NY 10022  
Attn: Jesse Masyr, Esq.

With a copy to: Wachtel & Masyr, LLP  
110 East 59<sup>th</sup> Street  
27<sup>th</sup> Floor  
New York, NY 10022  
Attn: Karen Binder, Esq.

**I. Waiver.** The waiver of any provision or term of this CBA shall not be deemed a waiver of any other provision or term of this CBA. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this CBA.



**J. Entire Agreement.** This CBA contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral. Without limiting the generality of the foregoing, this CBA supersedes the Memorandum of Understanding, dated December 19, 2007, by and between CU and the WHLDC in its entirety, and the Memo of Understanding shall be of no further force and effect.

**K. Amendments.** This CBA may not be altered, amended or modified, except by an instrument in writing signed by the parties.

**L. Authority of Signatories.** The individuals executing this CBA represent and warrant that they have the authority to sign on behalf of the respective parties.

**M. Counterparts.** This CBA or the signature pages hereof, may be executed in any number of original counterparts, all of which evidence only one agreement and only one full and complete copy of which need be produced for any purpose. A facsimile of a signature will have the same legal effect as an originally drawn signature.

**N. Termination or Modification of Obligations.** Notwithstanding any provision of this CBA, the Manhattanville Mixed-Used Special District and accompanying Amendment of the Zoning Map, as approved by the City Council on December 19, 2007 (the "Manhattanville Rezoning Resolution"), or the GPP, as affirmed by the ESDC on December 18, 2008 and the PACB Resolution, are not able to be implemented in a material way, this CBA shall be null and void and of no force and effect. In addition, CU shall provide the WHLDC with at least sixty (60) days written notice prior to the first public hearing of the City Planning Commission on any application filed by CU to materially amend the Manhattanville Rezoning Resolution to allow the WHLDC to review, comment and seek appropriate amendments to this CBA, if any.

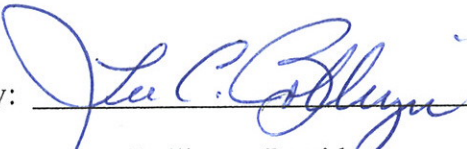
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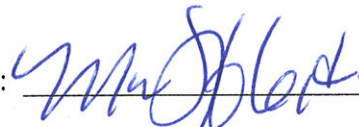
*IN WITNESS WHEREOF*, the parties hereto caused this West Harlem Community Benefits Agreement to be duly executed by their respective authorized officers as of the date first set forth above.

**PARTIES**

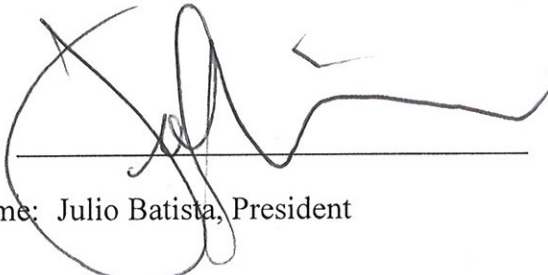
**WITNESSES**


**THE TRUSTEES OF COLUMBIA  
UNIVERSITY IN THE CITY OF NEW  
YORK**

By:   
Name: Lee Bollinger, President

By:   
Name: MAXINE GRIFFITH.

**WEST HARLEM LOCAL  
DEVELOPMENT CORPORATION**

By:   
Name: Julio Batista, President

By:   
Name: THEODORE P. KOVALEFF