



Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

## Please Schedule Meeting with Library Reps

5 messages

**Noam Bramson** <nbramson@optonline.net>

Tue, Jul 21, 2015 at 2:12 PM

To: Luiz Aragon <laragon@ci.new-rochelle.ny.us>

Cc: Haina Just-Michael <justhaina@gmail.com>, Emery Schweig <emeryschweig@gmail.com>, Tom Geoffino <tgeoffino@nrpl.org>, Chuck Strome <Cstrome@ci.new-rochelle.ny.us>

Luiz,

Per our conversation a moment ago, can you please schedule a date and time for the two of us to meet with Haina Just-Michael, Emery Schweig, and Tom Geoffino. The City Manager can, of course, attend or not, depending on his preferences.

The purpose of this meeting, which reflects a discussion Haina and I had this afternoon, is to review the status of the RDRXR project and to determine whether and how the City and Library can be mutually supportive in addressing both procedural and substantive challenges.

I recommend aiming for a date this week or early next week. We can meet in my office.

All intended meeting participants are copied.

Thank you,

Noam

**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>

Wed, Jul 22, 2015 at 9:50 AM

To: Noam Bramson <nbramson@optonline.net>, Haina Just-Michael <justhaina@gmail.com>, Tom Geoffino <tgeoffino@nrpl.org>, Emery Schweig <emeryschweig@gmail.com>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>, "Wayner, Ayanna" <awayner@ci.new-rochelle.ny.us>

Cc: "Reilly, Kathy" <Kreilly@ci.new-rochelle.ny.us>, "Taylor, Angela" <ataylor@ci.new-rochelle.ny.us>, "Scott, Beverly" <Bscott@ci.new-rochelle.ny.us>

Folks

As per the Mayor's email below, I am trying to schedule a meeting with all of you to discuss the Library/Downtown Development project.

Please let me know ASAP if any of the dates/times below work for you.

Thanks

Luiz

Monday, 7/27 at 11 a.m.

Wednesday, 7/29 at 10:30 a.m.

Thursday, 7/30 at 9:00 a.m.

[Quoted text hidden]

**Noam Bramson** <nbramson@optonline.net>

Wed, Jul 22, 2015 at 10:15 AM

To: "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>

Cc: Haina Just-Michael <justhaina@gmail.com>, Tom Geoffino <tgeoffino@nrpl.org>, Emery Schweig <emeryschweig@gmail.com>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>, "Wayner, Ayanna" <awayner@ci.new-rochelle.ny.us>, "Reilly, Kathy" <Kreilly@ci.new-rochelle.ny.us>, "Taylor, Angela" <ataylor@ci.new-rochelle.ny.us>, "Scott, Beverly" <Bscott@ci.new-rochelle.ny.us>

Luiz,

All times are good for me, although I might have to join you a few minutes late on 7-30, after dropping off my children at day camp.

Thank you for arranging.

Noam

[Quoted text hidden]

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**Tom Geoffino** <tgeoffino@nrpl.org>

Wed, Jul 22, 2015 at 4:43 PM

To: "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>

Cc: Noam Bramson <nbramson@optonline.net>, Haina Just-Michael <justhaina@gmail.com>, Emery Schweig <emeryschweig@gmail.com>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>, "Wayner, Ayanna" <awayner@ci.new-rochelle.ny.us>, "Reilly, Kathy" <Kreilly@ci.new-rochelle.ny.us>, "Taylor, Angela" <ataylor@ci.new-rochelle.ny.us>, "Scott, Beverly" <Bscott@ci.new-rochelle.ny.us>

Luiz - All times work for me as well but I also may be a few minutes late on 7/30 too. Tom

[Quoted text hidden]

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Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879

914-632-0262 (Fax)

tgeoffino@nrpl.org




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**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>

Thu, Jul 23, 2015 at 8:08 AM

To: emery schweig <emeryschweig@gmail.com>, Haina Just-Michael <justhaina@gmail.com>

Cc: Noam Bramson <nbramson@optonline.net>, Tom Geoffino <tgeoffino@nrpl.org>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>, "Wayner, Ayanna" <awayner@ci.new-rochelle.ny.us>, "Reilly, Kathy" <Kreilly@ci.new-rochelle.ny.us>, "Taylor, Angela" <ataylor@ci.new-rochelle.ny.us>, "Scott, Beverly" <Bscott@ci.new-rochelle.ny.us>

This meeting has been confirmed for **Thursday, 7/30 at 9:15AM** at the City Manager's Conference room @ City Hall.

Thank you.

Luiz

**From:** emery schweig [mailto:emeryschweig@gmail.com]

**Sent:** Wednesday, July 22, 2015 8:36 PM

**To:** Haina Just-Michael

**Cc:** Aragon, Luiz; Noam Bramson; Tom Geoffino; Strome, Chuck; Wayner, Ayanna; Reilly, Kathy; Taylor, Angela; Scott, Beverly

**Subject:** Re: Please Schedule Meeting with Library Reps

First choice: Thursday

Second choice: Wednesday

Not Monday per Haina's conflict

I look forward to meeting on this topic.

Best,

Emery

On Wed, Jul 22, 2015 at 10:05 AM, Haina Just-Michael <justhaina@gmail.com> wrote:

Wednesday ok

Thursday best

Monday not so good at all

Thank you for putting this together

Haina Just-Michael

JustVoteHaina.com

917-572-6654

[Quoted text hidden]

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## Library / Downtown Development Project - moving forward

4 messages

**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>

Wed, Jul 22, 2015 at 5:03 PM

To: "Noam Bramson (nbramson@optonline.net)" <nbramson@optonline.net>, "Haina Just-Michael (justhaina@gmail.com)" <justhaina@gmail.com>, "emeryschweig@gmail.com" <emeryschweig@gmail.com>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>, "Geoffino Tom (tgeoffino@nrpl.org)" <tgeoffino@nrpl.org>, "Wayner, Ayanna" <awayner@ci.new-rochelle.ny.us>, "Reilly, Kathy" <Kreilly@ci.new-rochelle.ny.us>, "Taylor, Angela" <ataylor@ci.new-rochelle.ny.us>

Luiz,

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The purpose of this meeting, which reflects a discussion Haina and I had this afternoon, is to review the status of the RDRXR project and to determine whether and how the City and Library can be mutually supportive in addressing both procedural and substantive challenges.

I recommend aiming for a date this week or early next week. We can meet in my office.

All intended meeting participants are copied.

Thank you,

Noam

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**Tom Geoffino** <tgeoffino@nrpl.org>

Wed, Jul 22, 2015 at 5:09 PM

To: Haina JustMichael <justhaina@gmail.com>

Haina - Can you meet me at the train station at 9 am on 7/30 for a ride to City Hall? As always, thanks. Tom

[Quoted text hidden]

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Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org




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**emery schweig** <emeryschweig@gmail.com>

Thu, Jul 23, 2015 at 11:02 AM

To: "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>

Cc: "Noam Bramson (nbramson@optonline.net)" <nbramson@optonline.net>, "Haina Just-Michael (justhaina@gmail.com)" <justhaina@gmail.com>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>, "Geoffino Tom (tgeoffino@nrpl.org)"



4/27/2018

Westchester Library System Mail - Library / Downtown Development Project - moving forward

<tgeoffino@nrpl.org>, "Wayner, Ayanna" <awayner@ci.new-rochelle.ny.us>, "Reilly, Kathy" <Kreilly@ci.new-rochelle.ny.us>, "Taylor, Angela" <ataylor@ci.new-rochelle.ny.us>

Hi Luiz - Please clarify - there IS a meeting on 7-30 @ 9:15.

Is this Google Calendar message a different meeting? - It specifies 1:15 on the same day.

Thank you.

Best,  
Emery

[Quoted text hidden]

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**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>

Thu, Jul 23, 2015 at 12:00 PM

To: emery schweig <emeryschweig@gmail.com>

Cc: "Noam Bramson (nbramson@optonline.net)" <nbramson@optonline.net>, "Haina Just-Michael (justhaina@gmail.com)" <justhaina@gmail.com>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>, "Geoffino Tom (tgeoffino@nrpl.org)" <tgeoffino@nrpl.org>, "Wayner, Ayanna" <awayner@ci.new-rochelle.ny.us>, "Reilly, Kathy" <Kreilly@ci.new-rochelle.ny.us>, "Taylor, Angela" <ataylor@ci.new-rochelle.ny.us>

Both should be for 9:15AM

Confirmed.

**From:** emery schweig [mailto:emeryschweig@gmail.com]

**Sent:** Thursday, July 23, 2015 11:03 AM

**To:** Aragon, Luiz

**Cc:** Noam Bramson (nbramson@optonline.net); Haina Just-Michael (justhaina@gmail.com); Strome, Chuck; Geoffino Tom (tgeoffino@nrpl.org); Wayner, Ayanna; Reilly, Kathy; Taylor, Angela

**Subject:** Re: Library / Downtown Development Project - moving forward

[Quoted text hidden]

Sent from my iPhone

[Quoted text hidden]

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**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>

Thu, Jul 30, 2015 at 11:41 AM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: Haina JustMichael <justhaina@gmail.com>, "Bramson, Noam" <nbramson@ci.new-rochelle.ny.us>, "Strome, Chuck" <Cstrome@ci.new-rochelle.ny.us>

Tom – regarding times for the meetings:

I am free next week any time after 11AM on Monday, any time after 3PM on Tuesday, any time after 4PM on Wednesday, any time after 6PM on Thursday and any time before 3PM on Friday.

I am free to meet any evening Monday-Thursday.

Best,

Luiz

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**From:** Aragon, Luiz

**Sent:** Thursday, July 30, 2015 11:35 AM

**To:** 'Tom Geoffino'; 'Gregory Merchant'

**Cc:** Haina JustMichael; Bramson, Noam; Strome, Chuck

**Subject:** RE: RDRXR MoU Response

Tom – thank you.

I am copying Gregory Merchant on this email as the RDRXR local representative so he can reach out to the RDRXR team. I will get back to you on a separate email regarding dates.

Thanks

Luiz

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**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino

**Sent:** Thursday, July 30, 2015 11:31 AM

**To:** Aragon, Luiz

**Cc:** Haina JustMichael; Bramson, Noam; Strome, Chuck

**Subject:** Fwd: RDRXR MoU Response

Luiz,

Attached is the Library Board's response to the draft MOU as proposed by RDRXR. We are certainly sorry, and confused, about Mr Monti's non-receipt of this document. In any event, this PDF version is a facsimile of the original response.

As a followup to our conversation re meeting with Library Board members to discuss the status of the development project, can you send times for the week of August 3rd **not** viable in relation to your schedule? I will reach out to our Board to find suitable meeting times after I receive your response.

Many thanks to you, Noam and Chuck for today's highly useful meeting.

Regards,

Tom

--

Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org



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**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>  
To: Tom Geoffino <tgeoffino@nrpl.org>

Thu, Jul 30, 2015 at 12:01 PM

Tom – can you end me the MOU which was sent to you? thanks

**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino  
**Sent:** Thursday, July 30, 2015 11:31 AM  
**To:** Aragon, Luiz  
**Cc:** Haina JustMichael; Bramson, Noam; Strome, Chuck  
**Subject:** Fwd: RDRXR MoU Response

Luiz,

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Tom

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---

**Tom Geoffino** <tgeoffino@nrpl.org>  
To: "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>  
Bcc: Haina JustMichael <justhaina@gmail.com>

Thu, Jul 30, 2015 at 12:32 PM

Luiz - Per your request, I am attaching the draft MoU as presented to our library via Greg Merchant. Regards, Tom  
[Quoted text hidden]

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 **RDRXR Draft MoU.pdf**  
2768K

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**Tom Geoffino** <tgeoffino@nrpl.org>  
To: "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>

Thu, Jul 30, 2015 at 1:19 PM

Luiz - Thanks for the meeting dates/times - I will talk with Haina in the next hour re reaching out to our Board members specific to next weeks meetings. Regards, Tom  
[Quoted text hidden]

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**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>  
To: Tom Geoffino <tgeoffino@nrpl.org>

Thu, Jul 30, 2015 at 3:12 PM

Thank you.

**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino  
**Sent:** Thursday, July 30, 2015 12:33 PM  
**To:** Aragon, Luiz  
**Subject:** Re: SPAM-LOW: RE: RDRXR MoU Response

[Quoted text hidden]

## AGREEMENT

This Agreement, dated as of May 22, 2015 (the "**Agreement**"), is by and between the [CITY OF NEW ROCHELLE LIBRARY]<sup>1</sup>, a municipality organized and existing under the laws of the State of New York, having its principal office at \_\_\_\_\_, New Rochelle, New York 10801 (the "**Library**"), and RDRXR AT NEW ROCHELLE LLC, a Delaware limited liability company, having its principal offices at 9 Gerhard Rd., Plainview, New York 11803 ("**RDRXR**"). The Library and RDRXR are each sometimes referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the MDA (as defined below).

## RECITALS

**WHEREAS**, on the 15th day of December, 2014, RDRXR entered into a Master Developer Agreement (the "**MDA**") with the City of New Rochelle, a New York municipality organized and existing under the laws of the State of New York (the "**City**"), and the City of New Rochelle Corporation for Local Development, a New York local development corporation (the "**NRCLD**", and collectively, with the City and other entities controlled by the City designated from time to time, the "**Municipality**"), pursuant to which RDRXR holds the right of master developer of the Project;

**WHEREAS**, the Library owns a parcel of land located on Tax Parcel 1-0230-047 (the "**Library Parcel**"), on which the New Rochelle library building is currently situated (the "**Library Building**");

**WHEREAS**, the Library Parcel and the Library Building are located in downtown New Rochelle within redevelopment zones identified by the City to be redeveloped by RDRXR pursuant to the MDA;

**WHEREAS**, in furtherance of the public interest and the Project Goals, the development and redevelopment of the Project will require RDRXR's acquisition of real property interests in the Municipality Property(ies) located in the Redevelopment Clusters and the potential acquisition of the Library Parcel, provided however, in the event of the acquisition of the Library Parcel by RDRXR, the Municipality shall in all events require RDRXR to make arrangements to provide alternative space for the Library Building in form and quality reasonably acceptable to the Library's board of trustees;

**WHEREAS**, the Parties recognize that the comprehensive revitalization of downtown New Rochelle pursuant to the public-private partnership between RDRXR and the City provides an opportunity to potentially redevelop the Library Parcel;

**WHEREAS**, the Parties are desirous of working in collaboration to achieve a

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<sup>1</sup> **Note:** The MDA provides that the library parcel is owned by the library's board of trustees. The body that needs to execute this document will need to be confirmed.  
3050837.2

mutually beneficial outcome through the planned redevelopment of downtown New Rochelle in a manner that benefits New Rochelle's downtown area and community as a whole;

**WHEREAS**, the Parties recognize that the redevelopment of the Library Parcel can only occur if the economic and other needs of each Party are met;

**WHEREAS**, pursuant to this Agreement, the Parties hereby agree to work in a collaborative manner to foster and consider the potential redevelopment of the Library Parcel, provided that this Agreement shall not bind or obligate either Party to move forward with any transaction with respect to the Library Parcel or otherwise, and neither Party shall be bound by the actions and/or decisions of the other Party with respect thereto unless and until the Parties enter into a binding agreement at a future time, as provided herein; and

**WHEREAS**, the Library and RDRXR covenant to work diligently, and in good faith, to undertake the actions and perform the obligations set forth herein.

**NOW THEREFORE, IN ORDER TO ACCOMPLISH THE FOREGOING PURPOSES, THE PARTIES HEREBY AGREE, AS FOLLOWS:**

**SECTION 1. GOALS AND OBJECTIVES OF THE PARTIES.**

1.1 Goals and Objectives. Subject to Section 4 of this Agreement, the Parties hereby agree to work in a cooperative and collaborative manner to:

- (i) Determine the feasibility of redeveloping the Library Parcel in a manner that provides mutual benefits to the Parties, the City and the community of New Rochelle as a whole.
- (ii) Identify potential relocation sites ("**Relocation Sites**") for the Library Building and agree upon a relocation strategy ("**Relocation Strategy**") for the Library Building and any related facilities (the "**Library Facilities**"), in the event of an acquisition of the Library Parcel by RDRXR.
- (iii) Should the parties determine that the relocation of the Library Facilities is feasible, both economically and in a manner that is consistent with the goals and objectives of each of the Parties both individually and collectively, the Parties shall create an actionable relocation plan for the Library Facilities, including the provision of replacement facilities (the "**Replacement Facilities**") for the Library in a manner that is suitable and desirous of the Parties in their sole and absolute discretion.

- (iv) Work to identify and procure the funding necessary to pay for all costs associated with the provision of Replacement Facilities, including the procurement and build out of and/or construction of a new facility(ies) that suits the needs of the Library.
- (v) Should the acquisition of the Library Parcel by RDRXR and a Relocation Site be agreed to by the Parties and should the relocation of the Library Facilities and subsequent build out and/or construction of Replacement Facilities be determined to be feasible by the Parties, the Parties shall enter into a binding agreement or agreements that will detail the relationship and obligations of the respective Parties to further the agreed upon acquisition and Relocation Strategy (the “**Subsequent Agreements**”).

## SECTION 2. FEES AND RESOURCES.

2.1 Reimbursable Expenses. RDRXR agrees to provide financial assistance of up to \$5,000 to the Library for preliminary legal fees and other project associated services.

## SECTION 3. NATURE OF RELATIONSHIP.

3.1 Independent Entities. RDRXR and the Library acknowledge and agree that they are independent entities, and that each Party may move forward with, make decisions relating to or terminate the acquisition or relocation process contemplated herein in its sole and absolute discretion.

3.2 Non-Binding Nature of Relationship. This Agreement reflects the intention of the Parties, but for the avoidance of doubt neither this Agreement nor its execution shall give rise to any legally binding or enforceable obligation on any Party relating to the potential acquisition of the Library Parcel by RDRXR, the Relocation Strategy or otherwise, except with regard to Section 6.2. No contract or agreement providing for any transaction involving the Parties shall be deemed to exist unless and until a final definitive agreement has been executed and delivered.

## SECTION 4. TERM AND TERMINATION.

4.1 Term. This Agreement shall remain in full force and effect so long as RDRXR remains in good standing as the designated Master Developer for the City pursuant to the MDA, unless otherwise terminated pursuant to Section 4.2.

4.2 Termination. This Agreement may be terminated by either party in its sole and absolute discretion upon thirty (30) days written notice to the other Party.

SECTION 5. TERMS OF AGREEMENT AND RELOCATION COSTS.

5.1 Terms of Agreement. To the extent an agreement is reached by the Parties with respect to the acquisition of the Library Parcel by RDRXR and the relocation of the Library Facilities, the terms of agreement for the Library Parcel and the associated relocation costs shall be as set forth in any Subsequent Agreements entered into by the Parties.

SECTION 6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties (whether written or oral). No modification or amendment of this Agreement shall be binding unless executed in writing by each Party.

6.2 Confidentiality, Non-Disclosure and [Non-Compete].<sup>2</sup> Except as required by law, each Party agrees to maintain in strict confidence both this Agreement and all information regarding the other Party that is furnished to it hereunder (collectively, the “**Confidential Information**”), except that each Party may disclose the Confidential Information to those of its employees, officers and agents whose access to such information is reasonably necessary to comply with the terms of this Agreement and as otherwise required by applicable law. The provisions of this Section 6.2 shall survive the termination of this Agreement.

6.3 Assignment. This Agreement and the rights of the Parties hereunder may not be assigned by either Party without the express written consent of the other Party; provided, however, that RDRXR may assign this Agreement to its affiliates in its sole and absolute discretion.

6.4 Waiver. No waiver by any Party of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. No waiver shall be binding unless executed in writing by the Party making the waiver. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

6.5 Severability. The covenants in this Agreement are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant.

6.6 Notice. Any notice or other communication required or permitted to be given hereunder to a Party shall be given in writing and shall be delivered by hand or sent by recognized overnight delivery services (such as Federal Express), delivery charges prepaid, for next business day delivery, with delivery receipt requested, to the Party’s address set forth on the signature

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<sup>2</sup> Note: What sort of non-compete is being considered here? Will the Library be obligated to deal with RDRXR exclusively with respect to the potential sale of its property while this Agreement is in effect?  
3050837.2



page hereto or to any other address of which a Party notifies the other Party in like manner. Notices shall be deemed given on the date delivery is received or refused.

6.7 Counterparts/Facsimile. This Agreement may be executed and delivered in original format, in a scanned document format or by facsimile in several counterparts, each of which shall be deemed an original, so that all of which when taken together shall constitute one and the same agreement.

6.8 No Third Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

**RDRXR at New Rochelle LLC**

9 Gerhard Road  
Plainview, NY 11803

By: Renaissance Downtowns Investors II LLC, Its Operations Member

By: Renaissance Downtowns LLC, Its Manager

By: ~~Nu Horizons Management Corp., Its Manager~~

By: \_\_\_\_\_  
Donald Monti, President

**City of New Rochelle Library**

Address

By: \_\_\_\_\_

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



Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

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**SPAM-LOW: RE: Another Visit to Our Library**

3 messages

**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>

Mon, Aug 10, 2015 at 11:35 AM

To: Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

Cc: Haina JustMichael &lt;justhaina@gmail.com&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;

Tom

I can do it on the 17<sup>th</sup> any time after 10AM. The 20<sup>th</sup> is a bit more complicated. I would be free at 2PM (until 3PM) or after 5PM.

Luiz

**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino**Sent:** Monday, August 10, 2015 10:26 AM**To:** Aragon, Luiz**Cc:** Haina JustMichael; Emery Schweig**Subject:** Another Visit to Our Library

Luiz,

Thanks for visiting our library last week re update regarding RDRXT and development issues in our City. [REDACTED]

[REDACTED]

Either Monday, August 17th or Thursday, August 20th would work, pending your availability.

Thanks.

Tom

P.S. I finally connected with our "missing" library trustee, Quentin Jacobs, and he would be interested in possibly attending this session as well...

--

Thomas Geoffino  
Director  
New Rochelle Public Library

4/27/2018

Westchester Library System Mail - SPAM-LOW: RE: Another Visit to Our Library

1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org



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**Tom Geoffino** <tgeoffino@nrpl.org>

Mon, Aug 10, 2015 at 11:48 AM

To: "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>

Luiz - I think 8/20 from 2 pm to 3 pm would be fine. Thank you for your continued participation in these dialogues. Tom  
[Quoted text hidden]

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**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>

Mon, Aug 10, 2015 at 11:55 AM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>

confirmed

**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino

**Sent:** Monday, August 10, 2015 11:48 AM

**To:** Aragon, Luiz

**Cc:** Haina JustMichael; Emery Schweig

**Subject:** Re: SPAM-LOW: RE: Another Visit to Our Library

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

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Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879

4/27/2018

Westchester Library System Mail - SPAM-LOW: RE: Another Visit to Our Library

914-632-0262 (Fax)  
tgeoffino@nrpl.org



---

**SPAM-LOW: Re: Meet on Thursday, August 20th?**

1 message

**Haina Just-Michael** <justhaina@gmail.com>

Tue, Aug 18, 2015 at 4:41 PM

To: Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

Cc: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;

I can only meet via telephone  
So let's have a phone conversation amongst all of us

Sound good?

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654

On Aug 18, 2015, at 4:03 PM, Tom Geoffino &lt;tgeoffino@nrpl.org&gt; wrote:

Greg,

At last night's Board meeting, I was asked to arrange a meeting with you, Haina, Chuck and myself this week, if possible.

Given hectic schedules, Thursday, August 20th would work best - Anytime from 9:15 am to 4 pm - excepting 12- 1 pm and 2 to 3 pm.

Chuck will be available telephonically but Haina and I could be free to meet in the library or via the telephone.

Please let me know if this date/times work for you.

Thanks.

Tom

--

Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org





Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

---

**SPAM-LOW: Re: Meet on Thursday, August 20th?**

1 message

**Burke, Charles** <Charles.Burke@morganstanley.com>

Tue, Aug 18, 2015 at 9:45 PM

To: "gmerchant@idp-ltd.com" &lt;gmerchant@idp-ltd.com&gt;, "justhaina@gmail.com" &lt;justhaina@gmail.com&gt;

Cc: "tgeoffino@nrpl.org" &lt;tgeoffino@nrpl.org&gt;

Thanks Greg.

Works for me.

If needed, we can use my dial in.

Tom, please let me know if the library has a dial in we can use. If not, I'll circulate a number and passcode.

Chuck

---

**From:** Gregory Merchant [mailto:gmerchant@idp-ltd.com]**Sent:** Tuesday, August 18, 2015 09:42 PM**To:** Haina Just-Michael <justhaina@gmail.com>**Cc:** Tom Geoffino <tgeoffino@nrpl.org>; Burke, Charles (IM)**Subject:** Re: Meet on Thursday, August 20th?

Hi All,

Let's set up an 11:00am call. What will be the call in number for a conference call?

Best,  
Greg

Gregory A. Merchant  
President & CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

On Aug 18, 2015, at 9:30 PM, Haina Just-Michael <justhaina@gmail.com> wrote:

Call on Friday is fine

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654

On Aug 18, 2015, at 9:08 PM, Gregory Merchant <gmerchant@idp-ltd.com> wrote:

Hi Tom,

Unfortunately I believe this week is out for a meeting. I am taking my son to college for his freshman year at UPENN on Thursday. I know Friday won't work for Haina. However if I am wrong about Friday we can set up an early call. If Friday doesn't work let's try to set up a meeting early next week on Monday or Tuesday.

All the best,  
Greg

Gregory A. Merchant  
President & CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

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Please let me know if this date/times work for you.

Thanks.

Tom

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Thomas Geoffino  
Director  
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1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
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tgeoffino@nrpl.org



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**August 24 at 11am for phone meeting**

1 message

**Haina Just-Michael** <justhaina@gmail.com>

Wed, Aug 19, 2015 at 11:29 AM

To: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;

Cc: Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;, "Burke, Charles" &lt;Charles.Burke@morganstanley.com&gt;

All in?

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654

On Aug 19, 2015, at 10:37 AM, Gregory Merchant &lt;gmerchant@idp-ltd.com&gt; wrote:

Hi Haina,  
Monday works for me!  
Let's try an 11:00am call on Monday if that works for everyone.Best,  
GregGregory A. Merchant  
President & CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

On Aug 19, 2015, at 10:10 AM, Haina Just-Michael &lt;justhaina@gmail.com&gt; wrote:

How is Monday for everyone?

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654

On Aug 19, 2015, at 8:33 AM, Gregory Merchant &lt;gmerchant@idp-ltd.com&gt; wrote:

Hi Tom,  
I would think the call would be between 30-45 minutes long. However, I am absolutely open to having the meeting early next week and not impose on your personal time in any manner. Tom please let me know which you would prefer. There is really no urgent reason to have the call on Friday.All the best.  
GregGregory A. Merchant  
President & CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

On Aug 19, 2015, at 8:20 AM, Tom Geoffino &lt;tgeoffino@wlsmail.org&gt; wrote:

All. - I am off on Friday and am uncertain about availability as I have plans. Do we have a sense of the duration of the conversation? Sorry... FYI - I will be in next week. Tom

Sent from my iPhone

On Aug 18, 2015, at 10:18 PM, Gregory Merchant &lt;gmerchant@idp-ltd.com&gt; wrote:

Okay! We will have our call on Friday. I will look for the call in number from Tom.  
Have a good night.

All the best,  
Greg

Gregory A. Merchant  
President & CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

On Aug 18, 2015, at 9:45 PM, Burke, Charles  
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Thanks Greg.

Works for me.

If needed, we can use my dial in.

Tom, please let me know if the library has a dial in we can use. If not, I'll circulate a number and passcode.

Chuck

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**Sent:** Tuesday, August 18, 2015 09:42 PM  
**To:** Haina Just-Michael <justhaina@gmail.com>  
**Cc:** Tom Geoffino <tgeoffino@nrpl.org>; Burke, Charles (IM)  
**Subject:** Re: Meet on Thursday, August 20th?

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Let's set up an 11:00am call. What will be the call in number for a conference call?

Best,  
Greg

Gregory A. Merchant  
President & CEO  
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455 Main Street, Suite 101  
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914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

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Call on Friday is fine

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654

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Gregory A. Merchant  
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914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

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Please let me know if this date/times work for you.

Thanks.

Tom

--

Thomas Geoffino  
Director  
New Rochelle  
Public Library

4/27/2018

Westchester Library System Mail - August 24 at 11am for phone meeting

1 Library Plaza  
New Rochelle NY  
10801

914-632-7879  
914-632-0262  
(Fax)  
tgeoffino@nrpl.org



---

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Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

**SPAM-LOW: Re: Haina / Greg / Tom / Chuck Connect**

1 message

**Gregory Merchant** <gmerchant@idp-ltd.com>

Wed, Aug 19, 2015 at 3:34 PM

To: "Burke, Charles" &lt;Charles.Burke@morganstanley.com&gt;

Cc: Haina Just-Michael &lt;justhaina@gmail.com&gt;, Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

Thanks Chuck! Have a great week.

All the best,  
Greg

Gregory A. Merchant  
 President & CEO  
 Investment Design Properties, Ltd.  
 455 Main Street, Suite 101  
 New Rochelle, NY 10801  
 914-633-3100 (t)  
 914-391-5550 (m)  
 gmerchant@idp-ltd.com

On Aug 19, 2015, at 1:53 PM, Burke, Charles &lt;Charles.Burke@morganstanley.com&gt; wrote:

**ACCESS CODE**Participant Code: 806775**NA Access:** New York: + 1 718 754-6999 / +1 914 225-6999**EU Access:** London: + 44 207 425-2721 / +44 207 677-2721

Moscow: +7 495 287 2111

Saudi Arabia: +966 11 218 7220

UAE: +971 4 709 7200

**ASIA Access:** Hong Kong: +852 3963-3666/ +852 3150-3666/ +852 2239-1616

Tokyo: +81 3 6836-9131

Melbourne/Sydney: +61 3 9256-8919 / +61 2 9770-1321

Seoul: +82 2 3275-4646

Shanghai/Beijing: +86 21 2035-2399 / +86 10 8356-3966

Singapore: +65 6834-6262

Taipei: +886 2 2730-1760

Toll free: **North America:** + 1 877 777-8895Toll free: **Rest of the world\*:** + IDC\*\* - 80 07 770-0000

\*may not be not fully supported in all regions within a country where available. In the event access is denied, please use one of the local access numbers listed above.

\*\*International Dial Code differs by country, please refer to <http://iConf> website for complete list by country.**LATAM Access:** Sao Paulo: 0 800 047-4100 / 0 800 047-4200

Mexico City: 0 1 800 083-1162

&lt;mime-attachment.ics&gt;



Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

---

**SPAM-LOW: Haina / Greg / Tom / Chuck Connect**

1 message

**Burke, Charles** <Charles.Burke@morganstanley.com>

Sun, Aug 23, 2015 at 8:59 AM

To: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;, Haina Just-Michael &lt;justhaina@gmail.com&gt;, Tom Geoffino &lt;tgeoffino@nrpl.org&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;

**ACCESS CODE**Participant Code: 806775**NA Access:** New York: + 1 718 754-6999 / +1 914 225-6999**EU Access:** London: + 44 207 425-2721 / +44 207 677-2721

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Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

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1 message

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To: "Burke, Charles" &lt;Charles.Burke@morganstanley.com&gt;

Cc: Haina Just-Michael &lt;justhaina@gmail.com&gt;, Tom Geoffino &lt;tgeoffino@nrpl.org&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;

Thanks Chuck!  
We will talk in the morning.  
Best,  
Regards,  
Greg

Gregory A. Merchant  
President & CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

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**ACCESS CODE****Participant Code: 806775****NA Access:** New York: + 1 718 754-6999 / +1 914 225-6999**EU Access:** London: + 44 207 425-2721 / +44 207 677-2721

Moscow: +7 495 287 2111

Saudi Arabia: +966 11 218 7220

UAE: +971 4 709 7200

**ASIA Access:** Hong Kong: +852 3963-3666/ +852 3150-3666/ +852 2239-1616

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Seoul: +82 2 3275-4646

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4/27/2018

Westchester Library System Mail - SPAM-LOW: Re: Haina / Greg / Tom / Chuck Connect





Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

**RDRXR & Library**

11 messages

**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>  
 To: Tom Geoffino <tgeoffino@wlsmail.org>  
 Cc: "Haina Just-Michael (justhaina@gmail.com)" <justhaina@gmail.com>

Fri, Aug 21, 2015 at 9:44 AM

Tom

Now that we have gone through the round of meetings with the Library Board & Staff, I would like to take the next step to arrange for a meeting between the Library Board Working Group and RDRXR.

Please let me know who the Three (3) Board representatives are and please send me their cell phone #s and e-mail addresses. This way I can schedule the meeting.

Time is of the essence. Let's do this soon.

Thanks

Luiz

Luiz C. Aragon  
 Commissioner  
 Department of Development  
 City of New Rochelle  
 515 North Avenue  
 New Rochelle, NY 10801  
 (914) 654-2182  
 laragon@newrochelleny.com

**Tom Geoffino** <tgeoffino@wlsmail.org>  
 To: Haina Just-Michael <JUSTHAINA@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, Charles Burke <Charles.Burke@morganstanley.com>

Fri, Aug 21, 2015 at 10:22 AM

All - We are talking on Monday w/ Greg Merchant - I will share but next steps should include Luiz as well? Please advise.  
 Thanks, Tom

Sent from my iPhone

Begin forwarded message:

**From:** "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>  
**Date:** August 21, 2015 at 9:44:05 AM EDT  
**To:** Tom Geoffino <tgeoffino@wlsmail.org>  
**Cc:** "Haina Just-Michael (justhaina@gmail.com)" <justhaina@gmail.com>

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654

On Aug 21, 2015, at 10:29 AM, Burke, Charles <Charles.Burke@morganstanley.com> wrote:

[Quoted text hidden]

---

**Haina Just-Michael** <justhaina@gmail.com>  
To: "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>  
Cc: Tom Geoffino <tgeoffino@wlsmail.org>

Fri, Aug 21, 2015 at 1:31 PM

Luiz  
Chuck, Tom , Emery and Haina are having a phone conversation with Greg Merchant on Monday  
We will get up to speed with him  
And take all from there

Sound good? Make sense?

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654  
[Quoted text hidden]

---

**Aragon, Luiz** <laragon@ci.new-rochelle.ny.us>  
To: Haina Just-Michael <justhaina@gmail.com>  
Cc: Tom Geoffino <tgeoffino@wlsmail.org>

Fri, Aug 21, 2015 at 1:35 PM

Great  
Keep me in the loop so I can help.  
Best,  
Luiz

Sent from my iPhone  
[Quoted text hidden]



Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

---

**Recommended Action Plan (RAP)**

6 messages

**Tom Geoffino** <tgeoffino@nrpl.org>

Tue, Aug 25, 2015 at 10:20 AM

To: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;

Cc: Haina JustMichael &lt;justhaina@gmail.com&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;

Greg,

Our library is in possession of the Recommended Action Plan (RAP) document and is making it available to our public. It is a very impressive and comprehensive document as it articulates a very clear future path for the City of New Rochelle.

With that fact in mind, could RDRXR send us 8 copies so our Board (and myself) have an opportunity to study this document in more detail?

Thanks.

Tom

--

Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org



---

**Gregory Merchant** <gmerchant@idp-ltd.com>

Tue, Aug 25, 2015 at 11:01 AM

To: Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

Cc: Haina JustMichael &lt;justhaina@gmail.com&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;

Hi Tom,

Unfortunately we printed out 25 copies of the RAP for the presentation and I gave all of those copies to Luiz Aragon. I am sure that by now he has distributed all of them. We are not reprinting the document.

All the best,  
Greg

Gregory A. Merchant

President & CEO  
Investment Design Properties, Ltd.

455 Main Street, Suite #101

New Rochelle, NY 10801

gmerchant@idp-ltd.com

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino  
**Sent:** Tuesday, August 25, 2015 10:21 AM  
**To:** Gregory Merchant  
**Cc:** Haina JustMichael; Emery Schweig; Burke, Charles  
**Subject:** Recommended Action Plan (RAP)

Greg,

Our library is in possession of the Recommended Action Plan (RAP) document and is making it available to our public. It is a very impressive and comprehensive document as it articulates a very clear future path for the City of New Rochelle.

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Thanks.

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914-632-0262 (Fax)  
tgeoffino@nrpl.org



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**Tom Geoffino** <tgeoffino@nrpl.org>

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Cc: Haina JustMichael &lt;justhaina@gmail.com&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;

Greg - OK - so my next question is can you send me a pdf of the document so we can print it out if we so choose? The City has a link on its website that does not seem to be loading on my work computer. Regards, Tom

[Quoted text hidden]

[Quoted text hidden]



---

**Gregory Merchant** <gmerchant@idp-ltd.com>

Tue, Aug 25, 2015 at 3:12 PM

To: Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

Cc: Haina JustMichael &lt;justhaina@gmail.com&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;

Hi Tom,

Will Do!

Best,

Greg

Gregory A. Merchant

President & CEO

Investment Design Properties, Ltd.

455 Main Street, Suite #101

New Rochelle, NY 10801

gmerchant@idp-ltd.com

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino

**Sent:** Tuesday, August 25, 2015 3:08 PM

**To:** Gregory Merchant

**Cc:** Haina JustMichael; Emery Schweig; Burke, Charles

**Subject:** Re: Recommended Action Plan (RAP)

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Redacted signature line]

--

Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org

[Redacted signature line]

---

**Gregory Merchant** <gmerchant@idp-ltd.com>

Tue, Aug 25, 2015 at 3:13 PM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles"

<charles.burke@morganstanley.com>

Hi Tom,

Here's a different link to the RAP. This link should be easier to download.

<https://www.dropbox.com/s/e5hq4mjig265vgh/RAP%20BOOK%20FINAL%208-14-15.pdf?dl=0>

All the best,  
Greg

Gregory A. Merchant

President and CEO

Investment Design Properties, Ltd.

455 Main Street, Suite 101

New Rochelle, NY 10801

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

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**Sent:** Tuesday, August 25, 2015 3:08 PM

**To:** Gregory Merchant

**Cc:** Haina JustMichael; Emery Schweig; Burke, Charles

**Subject:** Re: Recommended Action Plan (RAP)

Greg - OK - so my next question is can you send me a pdf of the document so we can print it out if we so choose? The City has a link on its website that does not seem to be loading on my work computer. Regards, Tom

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

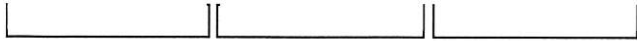
[Quoted text hidden]

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Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org



**Tom Geoffino** <tgeoffino@wlsmail.org>

Wed, Aug 26, 2015 at 7:51 AM

To: Gregory Merchant <gmerchant@idp-ltd.com>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles" <charles.burke@morganstanley.com>

Greg -Thanks much. Tom

Sent from my iPhone

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



--

Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org







Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

## SPAM-LOW: Re: Proposed Library Real Estate Consultants - oops! I meant to send this email.

4 messages

**Gregory Merchant** <gmerchant@idp-ltd.com>

Thu, Aug 27, 2015 at 8:15 AM

To: Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

Cc: Haina JustMichael &lt;justhaina@gmail.com&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;

Hi Tom,

I do agree we had a very productive meeting today. I would like to thank you as well as the board members on our call today for taking the time to have this call. We can now begin to move forward in a productive process to hopefully complete a transaction between the Library Board of Trustees and RDRXR. I will get back to you with potential times and dates for our next meeting.

All the best,  
Greg

Gregory A. Merchant  
President & CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com

On Aug 24, 2015, at 1:05 PM, Tom Geoffino <tgeoffino@nrpl.org> wrote:

Greg - This e-mail provides a follow up to the one I just sent you re NRPL response to the RDRXR MOU. This communication contains the RFP to HR&A (but the same document was sent to U3 Advisors as well...) relative to our need for Real Estate Consulting services. Regards, Tom

----- Forwarded message -----

From: **Tom Geoffino** <tgeoffino@nrpl.org>

Date: Mon, Jun 15, 2015 at 12:28 PM

Subject: Proposed Library Real Estate Consultants

To: George Walters <WAccessNY@aol.com>, Quentin Jacobs <qsjmail@gmail.com>, "Damon R. Maher" <dmaher@levydavis.com>, Greg Varian <varian@varianlawfirm.com>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles" <charles.burke@morganstanley.com>

Board Members,

In response to Thursday's meeting, please find 3 attachments in this e-mail.

The HR&A RFP is the document we submitted to HR&A (and a similar document was sent to U3 Associates) relative to our real estate needs.

The U3A Proposal and HR&A Proposal are the responses, by U3 Associates and HR&A respectively, regarding our RFP document. These responses were just submitted to our attention in the last 24 hour time frame.

Please take the time to examine these documents and share any thoughts, etc. with the Library Board as a whole. The discussion regarding this matter will be linked together in one document and shared with the Board.

Regards,

Tom

--

Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org



--

Thomas Geoffino  
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914-632-0262 (Fax)  
tgeoffino@nrpl.org



<H R & A RFP.pdf>

<U3A Proposal - New Rochelle Public Library - 6-15-15 FINAL.pdf>

<H R&A Proposal 06.15.15 \_ Final.pdf>

---

**Tom Geoffino** <tgeoffino@nrpl.org>

Mon, Aug 31, 2015 at 1:53 PM

To: Gregory Merchant <gmerchant@idp-ltd.com>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles" <charles.burke@morganstanley.com>

Greg - Just touching base relative to finding open dates to meet re library/RDRXR. Please share ASAP so we can select a date that is suitable for all parties. Thanks much. Regards, Tom

[Quoted text hidden]

---

**Gregory Merchant** <gmerchant@idp-ltd.com>

Mon, Aug 31, 2015 at 2:16 PM

To: Tom Geoffino <tgeoffino@nrpl.org>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles" <charles.burke@morganstanley.com>

Hi Tom,

Some of the members of the RDRXR team are away until after Labor Day. Seth is in Japan for 10 days and the rest of the team have varied vacations as well. Right after Labor Day I will reach out to you with some dates that work for

everyone on the team.

Thanks for following up and I hope you enjoy the holiday weekend.

Best regards,

Greg

Gregory A. Merchant

President & CEO  
Investment Design Properties, Ltd.

455 Main Street, Suite #101

New Rochelle, NY 10801

gmerchant@idp-ltd.com

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino

**Sent:** Monday, August 31, 2015 1:53 PM

**To:** Gregory Merchant

**Cc:** Haina JustMichael; Emery Schweig; Burke, Charles

**Subject:** Re: SPAM-LOW: Re: Proposed Library Real Estate Consultants - oops! I meant to send this email.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

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Thomas Geoffino  
Director  
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1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org

| | |

<H R & A RFP.pdf>

<U3A Proposal - New Rochelle Public Library - 6-15-15 FINAL.pdf>

<H R&A Proposal 06.15.15 \_ Final.pdf>

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Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org

| | |

**Tom Geoffino** <tgeoffino@nrpl.org>

Mon, Aug 31, 2015 at 3:42 PM

To: Gregory Merchant <gmerchant@idp-ltd.com>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles" <charles.burke@morganstanley.com>

Greg - Good - sounds like a plan. Thanks for your efforts in this matter. Regards, Tom

[Quoted text hidden]

[Quoted text hidden]





Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

---

**Meeting to Discuss the MOU**

11 messages

**Gregory Merchant** <gmerchant@idp-ltd.com>

Thu, Sep 17, 2015 at 4:38 PM

To: Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

Cc: Haina Just-Michael &lt;justhaina@gmail.com&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;, spinsky@rxrrealty.com, SEAN MCLEAN &lt;smclean@renaissancedowntowns.com&gt;

Hi Tom,

We would like to set up a meeting to discuss the MOU during the first week of October. If the first week of October doesn't work for you, we are available to meet October 14<sup>th</sup>, 15<sup>th</sup> or 16<sup>th</sup>. Please give me a few dates and times that work for you, Haina and Chuck so that we can put a meeting on the calendar. Thanks.

All the best,  
Greg

Gregory A. Merchant

President and CEO

Investment Design Properties, Ltd.

455 Main Street, Suite 101

New Rochelle, NY 10801

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

---

**Haina Just-Michael** <justhaina@gmail.com>

Thu, Sep 17, 2015 at 4:42 PM

To: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;

Cc: Tom Geoffino &lt;tgeoffino@nrpl.org&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;, "&lt;spinsky@rxrrealty.com&gt;" &lt;spinsky@rxrrealty.com&gt;, SEAN MCLEAN &lt;smclean@renaissancedowntowns.com&gt;

I prefer 15th or 16th

Haina Just-Michael

JustVoteHaina.com

917-572-6654

&amp; onFB

[Quoted text hidden]



Tom Geoffino <tgeoffino@wlsmail.org>

---

## Emery Schweig E-Mail

1 message

---

**Tom Geoffino** <tgeoffino@nrpl.org>  
To: Gregory Merchant <gmerchant@idp-ltd.com>

Wed, Sep 23, 2015 at 10:00 AM

Greg,

Per our conversation, attached is Emery Scchweig's e-mail address: [eschweig@wlsmail.org](mailto:eschweig@wlsmail.org)

Best,

Tom

--

Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
[tgeoffino@nrpl.org](mailto:tgeoffino@nrpl.org)



---


**From:** Haina Just-Michael [mailto:justhaina@gmail.com]  
**Sent:** Thursday, September 17, 2015 4:42 PM  
**To:** Gregory Merchant  
**Cc:** Tom Geoffino; Burke, Charles (IM); <spinsky@rxrrealty.com>; SEAN MCLEAN  
**Subject:** Re: Meeting to Discuss the MOU

I prefer 15th or 16th

Haina Just-Michael

JustVoteHaina.com

917-572-6654

&  onFB

On Sep 17, 2015, at 4:38 PM, Gregory Merchant <gmerchant@idp-ltd.com> wrote:

Hi Tom,

We would like to set up a meeting to discuss the MOU during the first week of October. If the first week of October doesn't work for you, we are available to meet October 14<sup>th</sup>, 15<sup>th</sup> or 16<sup>th</sup>. Please give me a few dates and times that work for you, Haina and Chuck so that we can put a meeting on the calendar. Thanks.

All the best,  
Greg

Gregory A. Merchant

<https://mail.google.com/mail/u/0/?ui=2&ik=d2d6552605&jsver=OeNArYUPo4g.en.&view=pt&cat=FOIL%20EXTRACT%20RC20180417&search=cat&th=14ff0ac23>

President and CEO

Investment Design Properties, Ltd.

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---

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Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
[tgeoffino@nrpl.org](mailto:tgeoffino@nrpl.org)



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4/27/2018

Westchester Library System Mail - SPAM-LOW: RE: Meeting to Discuss the MOU

---

**SPAM-LOW: RE: Scheduling of a meeting with the RDRXR team**

1 message

**Burke, Charles** <Charles.Burke@morganstanley.com>

Fri, Sep 25, 2015 at 3:55 PM

To: Haina Just-Michael &lt;justhaina@gmail.com&gt;, Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;

Cc: Emery Schweig &lt;eschweig@wlsmail.org&gt;, Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

I am confirmed for the 6<sup>th</sup> from 3-5.

---

**From:** Haina Just-Michael [mailto:justhaina@gmail.com]**Sent:** Friday, September 25, 2015 3:46 PM**To:** Gregory Merchant**Cc:** Burke, Charles (IM); Emery Schweig; Tom Geoffino**Subject:** Re: Scheduling of a meeting with the RDRXR team

I am not ( still celebrating a Jewish holiday)

But please feel free to meet and y'all can catch me up after

Sound good?

Thank you

Haina

Haina Just-Michael

JustVoteHaina.com

917-572-6654

&  onFB

On Sep 25, 2015, at 3:40 PM, Gregory Merchant <gmerchant@idp-ltd.com> wrote:

Hi Chuck and Emery,

I reached out to Tom earlier to find out whether you are all available to meet with the RDRXR team on Tuesday, October 6<sup>th</sup> from 3:00 pm to 5:00 pm. I have spoken with the team and they are all available at that time so I am trying to firm up a meeting time as soon as possible in order to lock up the team's schedules. Please let me know if that time works for both of you. Thanks.

All the best,

Greg

Gregory A. Merchant

President and CEO

4/27/2018

Westchester Library System Mail - SPAM-LOW: RE: Scheduling of a meeting with the RDRXR team

Investment Design Properties, Ltd.

455 Main Street, Suite 101

New Rochelle, NY 10801

(p) 914-633-3100

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Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

---

**NRPL / RDRXR meeting**

2 messages

**Gregory Merchant** <gmerchant@idp-ltd.com>

Fri, Sep 25, 2015 at 5:03 PM

To: Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

Cc: Haina Just-Michael &lt;justhaina@gmail.com&gt;, "Burke, Charles" &lt;charles.burke@morganstanley.com&gt;, Emery Schweig &lt;eschweig@wlsmail.org&gt;

Hi Tom,

We are confirmed for October 6<sup>th</sup> from 3:00 pm to 5:00 pm for the NRPL / RDRXR meeting which will take place in the administrative conference room at the Library. Enjoy your weekend.

All the best,  
Greg

Gregory A. Merchant

President and CEO

Investment Design Properties, Ltd.

455 Main Street, Suite 101

New Rochelle, NY 10801

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

---

**Tom Geoffino** <tgeoffino@wlsmail.org>

Mon, Sep 28, 2015 at 8:46 AM

To: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;

Greg - Thanks much. Best, Tom

On Sep 25, 2015, at 5:03 PM, "Gregory Merchant" &lt;gmerchant@idp-ltd.com&gt; wrote:

Kira, Beth and Tom,

I hope all has been well. Please find attached the renderings of the circulation desks per your request for you're meeting. I do not know when you're meeting is but we still have time to fine tune and make any changes you may want to make. We have not discussed the interiors of the desk so there is nothing for that. Like I said in our meeting the top can be laminate, Granite, Corian, etc. The wood can be any color or match anything you want as well. All of these choices reflect the pricing. I have asked as well for an estimate based on what we have to work with but it all depends on what you want inside the desk. The front of the desk can have detail work as well which will also bring up the price. Please make comments on the drawing and let me know if there are any changes needed. I spoke to Nancy who has been in contact with Kira regarding the design. We are now waiting for Kira to get back to Nancy regarding the

---

## Scheduling of a meeting with the RDRXR team

5 messages

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**Gregory Merchant** <gmerchant@idp-ltd.com>

Fri, Sep 25, 2015 at 3:40 PM

To: charles.burke@morganstanley.com, Emery Schweig <eschweig@wlsmail.org>

Cc: Haina Just-Michael <justhaina@gmail.com>, Tom Geoffino <tgeoffino@nrpl.org>

Hi Chuck and Emery,

I reached out to Tom earlier to find out whether you are all available to meet with the RDRXR team on Tuesday, October 6<sup>th</sup> from 3:00 pm to 5:00 pm. I have spoken with the team and they are all available at that time so I am trying to firm up a meeting time as soon as possible in order to lock up the team's schedules. Please let me know if that time works for both of you. Thanks.

All the best,

Greg

Gregory A. Merchant

President and CEO

Investment Design Properties, Ltd.

455 Main Street, Suite 101

New Rochelle, NY 10801

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

---

**Haina Just-Michael** <justhaina@gmail.com>

Fri, Sep 25, 2015 at 3:45 PM

To: Gregory Merchant <gmerchant@idp-ltd.com>

Cc: charles.burke@morganstanley.com, Emery Schweig <eschweig@wlsmail.org>, Tom Geoffino <tgeoffino@nrpl.org>

I am not ( still celebrating a Jewish holiday)  
But please feel free to meet and y'all can catch me up after  
Sound good?  
Thank you  
Haina

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654

&  onFB

[Quoted text hidden]

4/27/2018

Westchester Library System Mail - Scheduling of a meeting with the RDRXR team

**Emery Schweig** <eschweig@wlsmail.org>

Fri, Sep 25, 2015 at 4:16 PM

To: "Burke, Charles" <Charles.Burke@morganstanley.com>

Cc: Haina Just-Michael <justhaina@gmail.com>, Gregory Merchant <gmerchant@idp-ltd.com>, Tom Geoffino <tgeoffino@nrpl.org>

Confirm for Emery. Thanks.

On Fri, Sep 25, 2015 at 3:55 PM, Burke, Charles <Charles.Burke@morganstanley.com> wrote:

I am confirmed for the 6<sup>th</sup> from 3-5.

---

**From:** Haina Just-Michael [mailto:justhaina@gmail.com]

**Sent:** Friday, September 25, 2015 3:46 PM

**To:** Gregory Merchant

**Cc:** Burke, Charles (IM); Emery Schweig; Tom Geoffino

**Subject:** Re: Scheduling of a meeting with the RDRXR team

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Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

---

**NRPL/RDRXR Meeting**

15 messages

---

**Tom Geoffino** <tgeoffino@nrpl.org>

Wed, Sep 23, 2015 at 4:23 PM

To: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;

Greg,

Retrieved your voice mail message and have sent the 3 potential date (October 6, 14 and 15) to our "team" - Haina, Emery and Chuck.

Will get back to you ASAP.

Best,

Tom

--

Thomas Geoffino  
 Director  
 New Rochelle Public Library  
 1 Library Plaza  
 New Rochelle NY 10801

914-632-7879  
 914-632-0262 (Fax)  
 tgeoffino@nrpl.org




---

**Tom Geoffino** <tgeoffino@nrpl.org>

Wed, Sep 23, 2015 at 4:36 PM

To: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles" <charles.burke@morganstanley.com>

All - FYI Tom

[Quoted text hidden]

---

**Tom Geoffino** <tgeoffino@wlsmail.org>

Thu, Sep 24, 2015 at 11:08 AM

To: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;

Greg - We would like to meet on 10/6 between 1 pm am - 4 pm. Unfortunately, Haina will be unable to participate due to her very busy schedule - she understands the importance of meeting prior to the 10/8 Board meeting and so has requested we proceed with this meeting. Re location. - can we meet in New Rochelle? Thanks. Tom

Sent from my iPhone

[Quoted text hidden]

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**Gregory Merchant** <gmerchant@idp-ltd.com>

Thu, Sep 24, 2015 at 11:57 AM

To: Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

Hi Tom,

I will check with the team about the time. We will be in New Rochelle, so having the meeting in New Rochelle won't be a problem.

Thanks,

Greg

Gregory A. Merchant  
President & CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
914-633-3100 (t)  
914-391-5550 (m)  
gmerchant@idp-ltd.com  
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**Tom Geoffino** <tgeoffino@nrpl.org>  
To: Gregory Merchant <gmerchant@idp-ltd.com>

Thu, Sep 24, 2015 at 1:29 PM

Greg - Great. Thanks much for your efforts. Regards, Tom  
[Quoted text hidden]

---

**Tom Geoffino** <tgeoffino@nrpl.org>  
To: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles"  
<charles.burke@morganstanley.com>

Thu, Sep 24, 2015 at 1:35 PM

All - FYI Tom  
[Quoted text hidden]

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**Gregory Merchant** <gmerchant@idp-ltd.com>  
To: Tom Geoffino <tgeoffino@nrpl.org>

Fri, Sep 25, 2015 at 1:02 PM

Hi Tom,

I spoke with the RDRXR team. Can we possibly meet from 3:00 pm to 5:00 pm on Tuesday, October 6<sup>th</sup>? Please confirm with me as soon as you possibly can so that time can be locked in on the team's schedules. Thanks.

All the best,

Greg

Gregory A. Merchant  
President and CEO  
Investment Design Properties, Ltd.  
455 Main Street, Suite 101  
New Rochelle, NY 10801  
(p) 914-633-3100  
(m) 914-391-5550  
(f) 914-633-3214



**From:** tgeoffino@wlsmail.org [mailto:tgeoffino@wlsmail.org] **On Behalf Of** Tom Geoffino  
**Sent:** Thursday, September 24, 2015 1:30 PM  
**To:** Gregory Merchant  
**Subject:** Re: NRPL/RDRXR Meeting

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[Quoted text hidden]

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Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801

914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org

| | |

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**Tom Geoffino** <tgeoffino@wlsmail.org>

Fri, Sep 25, 2015 at 2:20 PM

To: Emery Schweig <eschweig@wlsmail.org>, Charles Burke <Charles.Burke@morganstanley.com>

Cc: Haina Just-Michael <JUSTHAINA@gmail.com>

All - Does this work for you? Please confirm. Tom

Sent from my iPhone

Begin forwarded message:

**From:** "Gregory Merchant" <gmerchant@idp-ltd.com>  
**Date:** September 25, 2015 at 1:02:49 PM EDT  
**To:** "Tom Geoffino" <tgeoffino@nrpl.org>  
**Subject:** RE: NRPL/RDRXR Meeting

[Quoted text hidden]

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**5 attachments**

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**Haina Just-Michael** <justhaina@gmail.com>  
To: Tom Geoffino <tgeoffino@wlsmail.org>

Fri, Sep 25, 2015 at 3:19 PM

I'm still in Jewish holiday mode  
But you guys can meet

Haina Just-Michael  
JustVoteHaina.com  
917-572-6654

&  onFB

[Quoted text hidden]

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**5 attachments**

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**Emery Schweig** <eschweig@wlsmail.org> Fri, Sep 25, 2015 at 4:15 PM  
To: Tom Geoffino <tgeoffino@wlsmail.org>  
Cc: Charles Burke <Charles.Burke@morganstanley.com>, Haina Just-Michael <JUSTHAINA@gmail.com>

3 to 5 p.m. on Tuesday, October 6 is fine for me. - Emery  
[Quoted text hidden]

---

**Tom Geoffino** <tgeoffino@wlsmail.org> Fri, Sep 25, 2015 at 4:28 PM  
To: Gregory Merchant <gmerchant@idp-ltd.com>  
Cc: Emery Schweig <eschweig@wlsmail.org>, Charles Burke <Charles.Burke@morganstanley.com>, Haina Just-Michael <JUSTHAINA@gmail.com>

Greg - We are confirmed for 10/6 from 3 pm to 5 pm. I believe you indicated New Rochelle would be the location. Can you confirm? Regards, Tom

Sent from my iPhone  
[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]  
[Quoted text hidden]  
[Quoted text hidden]

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**Agreement with RDRXR**

3 messages

**Gregory Merchant** <gmerchant@idp-ltd.com>

Tue, Oct 27, 2015 at 6:08 PM

To: Haina Just-Michael &lt;justhaina@gmail.com&gt;, charles.burke@morganstanley.com

Cc: tgeoffino@nrpl.org

Hi Haina and Chuck,

As promised, attached is the draft agreement between the New Rochelle Public Library and RDRXR. Please confirm your receipt of the document. If you have any questions please call me.

All the best,

Greg

Gregory A. Merchant

President & CEO  
Investment Design Properties, Ltd.

455 Main Street, Suite #101

New Rochelle, NY 10801

gmerchant@idp-ltd.com

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

**Agreement with Libraryv3.doc**

54K

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**Burke, Charles** <Charles.Burke@morganstanley.com>

Tue, Oct 27, 2015 at 6:19 PM

To: Gregory Merchant &lt;gmerchant@idp-ltd.com&gt;, Haina Just-Michael &lt;justhaina@gmail.com&gt;

Cc: "tgeoffino@nrpl.org" &lt;tgeoffino@nrpl.org&gt;

Thank you, Greg.

Receipt confirmed. Apologies for trading phone calls. My calendar was packed today.

Chuck

---

**From:** Gregory Merchant [mailto:gmerchant@idp-ltd.com]  
**Sent:** Tuesday, October 27, 2015 6:08 PM  
**To:** Haina Just-Michael; Burke, Charles (IM)  
**Cc:** tgeoffino@nrpl.org  
**Subject:** Agreement with RDRXR

[Quoted text hidden]

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NOTICE: If you have received this communication in error, please destroy all electronic and paper copies and notify the sender immediately. Mistransmission is not intended to waive confidentiality or privilege. Morgan Stanley reserves the right, to the extent permitted under applicable law, to monitor electronic communications. This message is subject to terms available at the following link: <http://www.morganstanley.com/disclaimers>. If you cannot access these links, please notify us by reply message and we will send the contents to you. By messaging with Morgan Stanley you consent to the foregoing.

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**Gregory Merchant** <gmerchant@idp-ltd.com> Tue, Oct 27, 2015 at 6:25 PM  
To: "Burke, Charles" <Charles.Burke@morganstanley.com>, Haina Just-Michael <justhaina@gmail.com>  
Cc: tgeoffino@nrpl.org

Hi Chuck,

No problem. I just wanted to give you a heads up that you would be receiving the agreement today. Please give me a call when you have a moment.

All the best,

Greg

Gregory A. Merchant

President & CEO  
Investment Design Properties, Ltd.

455 Main Street, Suite #101

New Rochelle, NY 10801

gmerchant@idp-ltd.com

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214

---

**From:** Burke, Charles [mailto:Charles.Burke@morganstanley.com]  
**Sent:** Tuesday, October 27, 2015 6:19 PM  
**To:** Gregory Merchant; Haina Just-Michael  
**Cc:** tgeoffino@nrpl.org  
**Subject:** RE: Agreement with RDRXR

4/27/2018

Westchester Library System Mail - Agreement with RDRXR

[Quoted text hidden]

## AGREEMENT

AGREEMENT (this "Agreement") dated as of [\_\_\_\_\_] , 2015 (the "Effective Date") by and between RDRXR LLC, a Delaware limited liability company ("RDRXR") and [\_\_\_\_\_] (the "Library").

## RECITALS

WHEREAS, the Library owns that certain property and the improvements located thereon at [\_\_\_\_\_] , New Rochelle, New York (the "Property");

WHEREAS, the City of New Rochelle has appointed RDRXR as the master developer of certain areas in downtown New Rochelle NY (the "Downtown Overlay Zone"), which areas include the Property;

WHEREAS, the Library is exploring a potential redevelopment within the Downtown Overlay Zone in a manner consistent with the potential new zoning, which may result in either improvements to the existing library or construction of a new library on or near the existing location (the "Redevelopment");

WHEREAS, RDRXR, as master developer, is also exploring potential redevelopments within the Downtown Overlay Zone; and

WHEREAS, the Library and RDRXR desire to enter into this agreement in connection with the exploration of a potential joint redevelopment project between the Library and RDRXR (a "Joint Redevelopment").

NOW, THEREFORE, in consideration of the premises and the mutual promises, obligations, agreements and covenants herein contained, the parties hereto do hereby agree as follows:

### 1. REDEVELOPMENT ADVISOR

1.1 *RFP.* The Library shall prepare a request for proposals (an "RFP") for the Library to retain a consultant and advisor (an "Advisor") to advise it on its current and future space needs and to assist in the negotiation, structuring and evaluation of a potential agreement with RDRXR with respect to the Redevelopment. Prior to sending the RFP to third parties, the Library shall deliver a copy of the RFP to RDRXR for its reasonable approval. Furthermore, RDRXR agrees to provide input and comments throughout the RFP preparation process if requested by the Library. The Advisor shall have the experience and skills necessary to consult and advise the Library on the Redevelopment, including the experience and skills set forth on Schedule A attached hereto. RDRXR hereby agrees to contribute up to Five Thousand and 00/100 Dollars (\$5,000.00) towards the cost to draft, issue and evaluate the RFPs.

1.2 *Selection of Advisor.* After receipt of responses to the RFP, the Library shall regularly consult with RDRXR as it evaluates potential Advisors and agrees that it will not select an Advisor to which RDRXR has a reasonable objection. The Library and

RDRXR hereby agree that the agreement pursuant to which the Advisor is ultimately retained shall provide for a bifurcated fee structure; the Advisor will receive (i) a base fee payable on a current basis for services rendered from time to time and (ii) a success fee if RDRXR and the Library enter into a binding agreement for the Joint Redevelopment. The final material and economic terms of the agreement with the Advisor (the “Advisor Agreement”) shall be subject to RDRXR’s reasonable approval.

1.3 *Advisor Agreement; Imprest Account.* The Library hereby agrees not to amend, modify, terminate, extend or grant any waivers or consents under the Advisor Agreement with respect to the material and economic terms without RDRXR’s prior written consent. RDRXR agrees to establish and maintain an imprest account for the Library’s benefit under which the Library shall be entitled to withdraw money to make payments to the Advisor pursuant to the Advisor Agreement. The terms of the funding and use of the imprest account will be set forth in a separate agreement between the Library and RDRXR to be entered into promptly following the retention of the Advisor.

1.4 *Timeline.* RDRXR and the Library shall work in good faith and with reasonable diligence to reach an agreement on the Joint Redevelopment and to otherwise meet the timeliness set forth on Schedule B attached hereto.

## 2. EXCLUSIVITY

2.1 *Exclusivity.* In consideration for the agreements set forth herein, from and after the Effective Date until the date that is eighteen (18) months after execution of the Advisor Agreement, the Library on behalf of itself and its affiliates, principals, officers, directors, managers and other representatives, shall not, directly or indirectly (i) solicit, initiate or encourage the submission of any inquiries, proposals or offers from any other person or entity relating to or including or in any way affecting the Property or the Redevelopment other than RDRXR and its affiliates (collectively, a “Third Party Transaction”); (ii) consider or accept any agreement, arrangement or understanding with respect to any Third Party Transaction; (iii) participate in any discussions, negotiations or other communications regarding any Third Party Transaction; (iv) furnish to any person or entity other than the Advisor, RDRXR and its representatives any information concerning the Property or the Redevelopment; (v) cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any person or entity other than RDRXR or its affiliates to seek to do any of the foregoing or (vi) enter into any other transaction which has a substantially similar effect as any of the foregoing.

2.2 *Remedies.* The Library hereby agrees that money damages may not be a sufficient remedy for any breach of this Agreement by the Library, and that in addition to all other remedies which RDRXR may have, RDRXR will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond or other security.

## 3. MISCELLANEOUS



3.1 *Assignment.* Neither party shall be entitled to assign this Agreement to any person or entity without the other party's prior written consent, other than to an affiliate under common control with such assigning party.

3.2 *Entire Agreement; Modification.* This Agreement constitutes the entire agreement between RDRXR and the Library pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto (whether written or oral). No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

3.3 *Governing Law.* This Agreement and the obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of New York, excluding any conflicts of law rule or principle which might refer such construction to the laws of another state or country. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or New York State court sitting in New York New York for the purposes of any litigation arising out of this Agreement or any of the transactions contemplated hereby.

3.4 *Waiver of Trial by Jury.* EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

3.5 *Severability.* If any provision of this Agreement is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

3.6 *No Partnership.* Nothing herein shall constitute or be construed to be or create a partnership or joint venture between RDRXR and the Library.

3.7 *Further Assurances.* Each party hereto agrees to execute any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

3.8 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile, or PDF format through e-mail, shall be considered authentic and binding.

3.9 *Confidentiality.* Each of RDRXR and the Library hereby agree to keep the terms of this Agreement and the negotiations regarding a Joint Redevelopment strictly confidential; provided, that either party shall be entitled to disclose the terms of this Agreement and/or the negotiations regarding a Joint Redevelopment (i) if required by

law, subpoena or court order (upon reasonable prior notice to the other party), (ii) to the City of New Rochelle and/or any other governmental or quasi-governmental agency and/or (iii) to its respective affiliates, officers, directors, actual and prospective financing and equity sources, joint venture partners, agents, consultants and other representatives, so long as each of the foregoing persons are directed to keep such information confidential. This Section 3.9 shall survive the expiration or early termination of this Agreement.

3.10 *Notices.* All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered or (b) the next Business Day after same have been deposited with a national overnight delivery service (e.g., Federal Express) for overnight delivery, in each case addressed to the parties at the address set forth beneath their signatures hereto with proof of delivery of refusal. Any notice hereunder can be given by an attorney acting for the party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

RDRXR LLC

By: \_\_\_\_\_

Name:

Title:

c/o RXR Realty LLC  
1330 Avenue of the Americas  
New York, NY 10019  
Attention: Seth Pinsky  
[spinsky@rxrrealty.com](mailto:spinsky@rxrrealty.com)

and

c/o RXR Realty LLC  
625 RXR Plaza  
Uniondale, NY 11556  
Attention: Jason Barnett  
[jbarnett@rxrrealty.com](mailto:jbarnett@rxrrealty.com)

and

c/o Renaissance Downtowns  
9 Gerhard Road  
Plainview, NY 11803  
[dmonti@renaissancedowntowns.com](mailto:dmonti@renaissancedowntowns.com)  
[rporter@renaissancedowntowns.com](mailto:rporter@renaissancedowntowns.com)

[Signature Page Continues]

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

[\_\_\_\_\_]

New Rochelle, NY [\_\_\_\_\_]

Schedule A

Advisor's Experience and Skills

- General real estate expertise
- Expertise in negotiating and structuring real estate transactions
- Expertise in public-private real estate partnerships
- Space planning expertise
- Expertise in the Tri-State area
- Expertise in advising not-for-profit companies
- Experience with, and understanding of, the unique challenges and opportunities facing not-for-profit libraries

Schedule B

Timeline

- 1 month after the Effective Date – Finalize and issue RFP
- 3 months after the Effective Date – Select and retain Advisor
- 6 months after the Effective Date – Agree on scope for Redevelopment of the Property
- 9-12 months after the Effective Date – Final agreement between the Library and RDRXR on the Redevelopment of the Property



Tom Geoffino <tgeoffino@wlsmail.org>

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## Library MOU

3 messages

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**Gregory Merchant** <gmerchant@idp-ltd.com>

Tue, Nov 10, 2015 at 10:58 AM

To: "Burke, Charles" <charles.burke@morganstanley.com>

Cc: Haina Just-Michael <justhaina@gmail.com>, Tom Geoffino <tgeoffino@nrpl.org>

Hi Chuck,

As per our discussions over the last week, attached is the revised version of the MOU between RDRXR at New Rochelle LLC and the New Rochelle Public Library. I hope this version meets with the Board's approval. If you have any questions, please feel free to call me.

All the best

Greg

Gregory A. Merchant

President and CEO

Investment Design Properties, Ltd.

455 Main Street, Suite 101

New Rochelle, NY 10801

(p) 914-633-3100

(m) 914-391-5550

(f) 914-633-3214



**Agreement with Library.pdf**

120K

## AGREEMENT

AGREEMENT (this “Agreement”) dated as of November \_\_, 2015 (the “Effective Date”) by and between RDRXR at New Rochelle LLC, a Delaware limited liability company (“RDRXR”) and the New Rochelle Public Library (the “Library”).

### RECITALS

WHEREAS, the Library owns that certain property and the improvements located thereon at 1 Library Plaza, New Rochelle, New York (the “Property”);

WHEREAS, the City of New Rochelle has appointed RDRXR as the master developer of certain areas in downtown New Rochelle NY (the “Downtown Overlay Zone”), which areas include the Property;

WHEREAS, the Library is exploring a potential redevelopment within the Downtown Overlay Zone in a manner consistent with the potential new zoning, which may result in either improvements to the existing library or construction of a new library on or near the existing location (the “Redevelopment”);

WHEREAS, RDRXR, as master developer, is also exploring potential redevelopments within the Downtown Overlay Zone; and

WHEREAS, the Library and RDRXR desire to enter into this agreement in connection with the exploration of a potential joint redevelopment project between the Library and RDRXR (a “Joint Redevelopment”).

NOW, THEREFORE, in consideration of the premises and the mutual promises, obligations, agreements and covenants herein contained, the parties hereto do hereby agree as follows:

#### 1. REDEVELOPMENT ADVISOR

1.1 *RFP.* The Library shall prepare a request for proposals (an “RFP”) for the Library to retain a consultant and advisor (an “Advisor”) to advise it on its current and future space needs and to assist in the negotiation, structuring and evaluation of a potential agreement with RDRXR with respect to the Redevelopment. Prior to sending the RFP to third parties, the Library shall deliver a copy of the RFP to RDRXR for its approval, not to be unreasonably withheld. Furthermore, RDRXR agrees to provide input and comments throughout the RFP preparation process if requested by the Library. The Advisor shall have the experience and skills necessary to consult and advise the Library on the Redevelopment, including the experience and skills set forth on Schedule A attached hereto. RDRXR hereby agrees to contribute up to Five Thousand and 00/100 Dollars (\$5,000.00) towards the cost to draft, issue and evaluate the RFPs.

1.2 *Selection of Advisor.* After receipt of responses to the RFP, the Library shall regularly consult with RDRXR as it evaluates potential Advisors and agrees that it will not select an Advisor to which RDRXR has objected; provided, that RDRXR agrees



not to unreasonably object to the Advisor selected by the Library. The Library and RDRXR hereby agree to work in good faith with the Advisor to agree on a reasonable fee structure, anticipated to consist of (i) a base fee payable on a current basis for services rendered from time to time (approximately 75% of the total fees) and (ii) a success fee if RDRXR and the Library enter into a binding agreement for the Joint Redevelopment (approximately 25% of the total fees). The final material and economic terms of the agreement with the Advisor (the "Advisor Agreement") shall be subject to RDRXR's reasonable approval.

1.3 *Advisor Agreement; Imprest Account.* The Library hereby agrees not to amend, modify, terminate, extend or grant any waivers or consents under the Advisor Agreement with respect to the material and economic terms without RDRXR's prior written consent. RDRXR agrees to establish and maintain an imprest account for the Library's benefit under which the Library shall be entitled to withdraw money to make payments to the Advisor pursuant to the Advisor Agreement. The terms of the funding and use of the imprest account will be set forth in a separate agreement between the Library and RDRXR to be entered into promptly following the retention of the Advisor.

1.4 *Timeline.* RDRXR and the Library shall work in good faith and with reasonable diligence to reach an agreement on the Joint Redevelopment and to otherwise meet the timeliness set forth on Schedule B attached hereto.

## 2. EXCLUSIVITY

2.1 *Exclusivity.* In consideration for the agreements set forth herein, from and after the Effective Date until the Exclusivity Termination Date (as hereinafter defined), the Library on behalf of itself and its affiliates, principals, officers, directors, managers and other representatives, shall not, directly or indirectly (i) solicit, initiate or encourage the submission of any inquiries, proposals or offers from any other person or entity relating to or including or in any way affecting the Property or the Redevelopment other than RDRXR and its affiliates (collectively, a "Third Party Transaction"); (ii) consider or accept any agreement, arrangement or understanding with respect to any Third Party Transaction; (iii) participate in any discussions, negotiations or other communications regarding any Third Party Transaction; (iv) furnish to any person or entity other than the Advisor, RDRXR and its representatives any information concerning the Property or the Redevelopment; (v) cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any person or entity other than RDRXR or its affiliates to seek to do any of the foregoing or (vi) enter into any other transaction which has a substantially similar effect as any of the foregoing. The "Exclusivity Termination Date" shall mean either (a) six (6) months from the Effective Date, if RDRXR and the Library cannot agree, after good faith discussions, on any material matter regarding the Joint Redevelopment (a "Deadlock") prior to retaining the Advisor, or (b) fifteen (15) months from the Effective Date, if there is a Deadlock after retaining the Advisor.

2.2 *Remedies.* The Library hereby agrees that money damages may not be a sufficient remedy for any breach of this Agreement by the Library, and that in addition to all other remedies which RDRXR may have, RDRXR will be entitled to seek specific

performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond or other security.

### 3. MISCELLANEOUS

3.1 *Assignment.* Neither party shall be entitled to assign this Agreement to any person or entity without the other party's prior written consent, other than to an affiliate under common control with such assigning party.

3.2 *Entire Agreement; Modification.* This Agreement constitutes the entire agreement between RDRXR and the Library pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto (whether written or oral). No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

3.3 *Governing Law.* This Agreement and the obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of New York, excluding any conflicts of law rule or principle which might refer such construction to the laws of another state or country. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or New York State court sitting in New York New York for the purposes of any litigation arising out of this Agreement or any of the transactions contemplated hereby.

3.4 *Waiver of Trial by Jury.* EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

3.5 *Severability.* If any provision of this Agreement is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

3.6 *No Partnership.* Nothing herein shall constitute or be construed to be or create a partnership or joint venture between RDRXR and the Library.

3.7 *Further Assurances.* Each party hereto agrees to execute any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

3.8 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile, or PDF format through e-mail, shall be considered authentic and binding.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

RDRXR AT NEW ROCHELLE LLC

By: Renaissance Downtowns Investors II  
LLC

By: Renaissance Downtowns LLC

By: Nu-Horizons Management Corp.

By:

\_\_\_\_\_  
Name: Donald Monti  
Title: President

c/o RXR Realty LLC  
1330 Avenue of the Americas  
New York, NY 10019  
Attention: Seth Pinsky  
[spinsky@rxrrealty.com](mailto:spinsky@rxrrealty.com)

and

c/o RXR Realty LLC  
625 RXR Plaza  
Uniondale, NY 11556  
Attention: Jason Barnett  
[jbarnett@rxrrealty.com](mailto:jbarnett@rxrrealty.com)

and

c/o Renaissance Downtowns  
9 Gerhard Road  
Plainview, NY 11803  
[dmonti@renaissancedowntowns.com](mailto:dmonti@renaissancedowntowns.com)  
[rporter@renaissancedowntowns.com](mailto:rporter@renaissancedowntowns.com)

[Signature Page Continues]

[Signature Page to Agreement]

NEW ROCHELLE PUBLIC LIBRARY

By: \_\_\_\_\_  
Name:  
Title:

1 Library Plaza  
New Rochelle, NY 10801

## Schedule A

### Advisor's Experience and Skills

- General real estate expertise
- Expertise in negotiating and structuring real estate transactions
- Expertise in public-private real estate partnerships
- Space planning expertise
- Expertise in the Tri-State area
- Expertise in advising not-for-profit companies
- Experience with, and understanding of, the unique challenges and opportunities facing not-for-profit libraries

## Schedule B

### Timeline

- 1 month after the Effective Date – Finalize and issue RFP
- 3 months after the Effective Date – Select and retain Advisor
- 6 months after the Effective Date – Agree on scope for Redevelopment of the Property
- 9-12 months after the Effective Date – Final agreement between the Library and RDRXR on the Redevelopment of the Property

## AGREEMENT

AGREEMENT (this “Agreement”) dated as of November \_\_, 2015 (the “Effective Date”) by and between RDRXR at New Rochelle LLC, a Delaware limited liability company (“RDRXR”) and the New Rochelle Public Library (the “Library”).

## RECITALS

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WHEREAS, the City of New Rochelle has appointed RDRXR as the master developer of certain areas in downtown New Rochelle NY (the “Downtown Overlay Zone”), which areas include the Property;

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WHEREAS, RDRXR, as master developer, is also exploring potential redevelopments within the Downtown Overlay Zone; and

WHEREAS, the Library and RDRXR desire to enter into this agreement in connection with the exploration of a potential joint redevelopment project between the Library and RDRXR (a “Joint Redevelopment”).

NOW, THEREFORE, in consideration of the premises and the mutual promises, obligations, agreements and covenants herein contained, the parties hereto do hereby agree as follows:

### 1. REDEVELOPMENT ADVISOR

1.1 *RFP.* The Library shall prepare a request for proposals (an “RFP”) for the Library to retain a consultant and advisor (an “Advisor”) to advise it on its current and future space needs and to assist in the negotiation, structuring and evaluation of a potential agreement with RDRXR with respect to the Redevelopment. Prior to sending the RFP to third parties, the Library shall deliver a copy of the RFP to RDRXR for its approval, not to be unreasonably withheld. Furthermore, RDRXR agrees to provide input and comments throughout the RFP preparation process if requested by the Library. The Advisor shall have the experience and skills necessary to consult and advise the Library on the Redevelopment, including the experience and skills set forth on Schedule A attached hereto. RDRXR hereby agrees to contribute up to Five Thousand and 00/100 Dollars (\$5,000.00) towards the cost to draft, issue and evaluate the RFPs.

1.2 *Selection of Advisor.* After receipt of responses to the RFP, the Library shall regularly consult with RDRXR as it evaluates potential Advisors and agrees that it will not select an Advisor to which RDRXR has objected; provided, that RDRXR agrees



not to unreasonably object to the Advisor selected by the Library. The Library and RDRXR hereby agree to work in good faith with the Advisor to agree on a reasonable fee structure, anticipated to consist of (i) a base fee payable on a current basis for services rendered from time to time (approximately 75% of the total fees) and (ii) a success fee if RDRXR and the Library enter into a binding agreement for the Joint Redevelopment (approximately 25% of the total fees). The final material and economic terms of the agreement with the Advisor (the "Advisor Agreement") shall be subject to RDRXR's reasonable approval.

1.3 *Advisor Agreement; Imprest Account.* The Library hereby agrees not to amend, modify, terminate, extend or grant any waivers or consents under the Advisor Agreement with respect to the material and economic terms without RDRXR's prior written consent. RDRXR agrees to establish and maintain an imprest account for the Library's benefit under which the Library shall be entitled to withdraw money to make payments to the Advisor pursuant to the Advisor Agreement. The terms of the funding and use of the imprest account will be set forth in a separate agreement between the Library and RDRXR to be entered into promptly following the retention of the Advisor.

1.4 *Timeline.* RDRXR and the Library shall work in good faith and with reasonable diligence to reach an agreement on the Joint Redevelopment and to otherwise meet the timeliness set forth on Schedule B attached hereto.

## 2. EXCLUSIVITY

2.1 *Exclusivity.* In consideration for the agreements set forth herein, from and after the Effective Date until the Exclusivity Termination Date (as hereinafter defined), the Library on behalf of itself and its affiliates, principals, officers, directors, managers and other representatives, shall not, directly or indirectly (i) solicit, initiate or encourage the submission of any inquiries, proposals or offers from any other person or entity relating to or including or in any way affecting the Property or the Redevelopment other than RDRXR and its affiliates (collectively, a "Third Party Transaction"); (ii) consider or accept any agreement, arrangement or understanding with respect to any Third Party Transaction; (iii) participate in any discussions, negotiations or other communications regarding any Third Party Transaction; (iv) furnish to any person or entity other than the Advisor, RDRXR and its representatives any information concerning the Property or the Redevelopment; (v) cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any person or entity other than RDRXR or its affiliates to seek to do any of the foregoing or (vi) enter into any other transaction which has a substantially similar effect as any of the foregoing. The "Exclusivity Termination Date" shall mean either (a) six (6) months from the Effective Date, if RDRXR and the Library cannot agree on the Advisor, or (b) fifteen (15) months from the Effective Date, if RDRXR and the Library cannot agree, after good faith discussions, on any material matter regarding the Joint Redevelopment after retaining the Advisor.

2.2 *Remedies.* The Library hereby agrees that money damages may not be a sufficient remedy for any breach of this Agreement by the Library, and that in addition to all other remedies which RDRXR may have, RDRXR will be entitled to seek specific

performance and injunctive or other equitable relief as a remedy for any such breach without the requirement of posting a bond or other security.

### 3. MISCELLANEOUS

3.1 *Assignment.* Neither party shall be entitled to assign this Agreement to any person or entity without the other party's prior written consent, other than to an affiliate under common control with such assigning party.

3.2 *Entire Agreement; Modification.* This Agreement constitutes the entire agreement between RDRXR and the Library pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto (whether written or oral). No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

3.3 *Governing Law.* This Agreement and the obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of New York, excluding any conflicts of law rule or principle which might refer such construction to the laws of another state or country. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or New York State court sitting in New York New York for the purposes of any litigation arising out of this Agreement or any of the transactions contemplated hereby.

3.4 *Waiver of Trial by Jury.* EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

3.5 *Severability.* If any provision of this Agreement is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

3.6 *No Partnership.* Nothing herein shall constitute or be construed to be or create a partnership or joint venture between RDRXR and the Library.

3.7 *Further Assurances.* Each party hereto agrees to execute any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

3.8 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile, or PDF format through e-mail, shall be considered authentic and binding.

3.9 *Notices.* All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered or (b) the next Business Day after same have been deposited with a national overnight delivery service (e.g., Federal Express) for overnight delivery, in each case addressed to the parties at the address set forth beneath their signatures hereto with proof of delivery of refusal. Any notice hereunder can be given by an attorney acting for the party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

RDRXR AT NEW ROCHELLE LLC

By: Renaissance Downtowns Investors II  
LLC

By: Renaissance Downtowns LLC

By: Nu-Horizons Management Corp.

By:

\_\_\_\_\_  
Name: Donald Monti  
Title: President

c/o RXR Realty LLC  
1330 Avenue of the Americas  
New York, NY 10019  
Attention: Seth Pinsky  
[spinsky@rxrrealty.com](mailto:spinsky@rxrrealty.com)

and

c/o RXR Realty LLC  
625 RXR Plaza  
Uniondale, NY 11556  
Attention: Jason Barnett  
[jbarnett@rxrrealty.com](mailto:jbarnett@rxrrealty.com)

and

c/o Renaissance Downtowns  
9 Gerhard Road  
Plainview, NY 11803  
[dmonti@renaissancedowntowns.com](mailto:dmonti@renaissancedowntowns.com)  
[rporter@renaissancedowntowns.com](mailto:rporter@renaissancedowntowns.com)

[Signature Page Continues]

[Signature Page to Agreement]

NEW ROCHELLE PUBLIC LIBRARY

By: \_\_\_\_\_  
Name:  
Title:

1 Library Plaza  
New Rochelle, NY 10801

## Schedule A

### Advisor's Experience and Skills

- General real estate expertise
- Expertise in negotiating and structuring real estate transactions
- Expertise in public-private real estate partnerships
- Space planning expertise
- Expertise in the Tri-State area
- Expertise in advising not-for-profit companies
- Experience with, and understanding of, the unique challenges and opportunities facing not-for-profit libraries

## Schedule B

### Timeline

- 1 month after the Effective Date – Finalize and issue RFP
- 3 months after the Effective Date – Select and retain Advisor
- 6 months after the Effective Date – Agree on scope for Redevelopment of the Property
- 9-12 months after the Effective Date – Final agreement between the Library and RDRXR on the Redevelopment of the Property



Tom Geoffino &lt;tgeoffino@wlsmail.org&gt;

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**SPAM-LOW: Haina's 'Baby steps'**

1 message

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Haina Just-Michael <justhaina@gmail.com>

Mon, Nov 23, 2015 at 9:42 AM

To: Luiz Aragon &lt;laragon@ci.new-rochelle.ny.us&gt;, Tom Geoffino &lt;tgeoffino@nrpl.org&gt;

- >
- > Step 1. The Initial Agreement
- >
- > 1. The library will enter into an initial agreement with rdrxr which will provide that rdrxr will pay for up to \$X for the preparation of an rfp for the hiring of a consultant by the library. The agreement will contain a list of consultants who the library selected who will receive the rfp. By definition, by signing the agreement rdrxr will be satisfied with every consultant on the list. The agreement will describe briefly the basic terms that the library intends to put in the rfp (including how payment will be made to the consultants). In consideration of the payment by rdrxr of the cost of the rfp, the initial agreement will also contain a short term exclusivity between the library and rdrxr (a period equal to the estimated time to prepare the rfp, send it to the consultants and get the responses back, plus some extra time).
- >
- > 2. Library will then have the rfp prepared at rdrxr's expense, and send it to the companies on the list. The companies on the list will then come back with responses. The library will select a consultant, and negotiate the contract with the consultant at its own expense. It may discuss the terms of the contract with Rdrxr (or not, no obligation, and no approval rights). Once the contract is negotiated, the library will be obligated, pursuant to the initial Agreement) to offer rdrxr the following: rdrxr can have a longer term exclusive (12 mos?) if it agrees to repay for the library for the cost of negotiating the consultant contract and for the library's payment obligations to the consultant under the contract. Otherwise, rdrxr has no exclusive, the library gets no money from rdrxr.
- >
- > 3 if rdrxr agrees to pay, it will be with a consultant selected solely by the library, under a contract negotiated solely by the library. The library (as advised by the consultant) and rdrxr can then go forward and negotiate their development agreement (or fail to come to terms over the library).
- >
- > Sent from my iPad



## Proposed Library Real Estate Consultants

4 messages

**Tom Geoffino** <tgeoffino@nrpl.org>

Mon, Jun 15, 2015 at 12:28 PM

To: George Walters <WAccessNY@aol.com>, Quentin Jacobs <qsjmail@gmail.com>, "Damon R. Maher" <dmaher@levydavis.com>, Greg Varian <varian@varianlawfirm.com>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles" <charles.burke@morganstanley.com>

Board Members,

In response to Thursday's meeting, please find 3 attachments in this e-mail.

The HR&A RFP is the document we submitted to HR&A (and a similar document was sent to U3 Associates) relative to our real estate needs.

The U3A Proposal and HR&A Proposal are the responses, by U3 Associates and HR&A respectively, regarding our RFP document. These responses were just submitted to our attention in the last 24 hour time frame.

Please take the time to examine these documents and share any thoughts, etc. with the Library Board as a whole. The discussion regarding this matter will be linked together in one document and shared with the Board.

Regards,

Tom

--

Thomas Geoffino  
Director  
New Rochelle Public Library  
1 Library Plaza  
New Rochelle NY 10801


914-632-7879  
914-632-0262 (Fax)  
tgeoffino@nrpl.org



### 3 attachments

 **H R & A RFP.pdf**  
796K

 **U3A Proposal - New Rochelle Public Library - 6-15-15 FINAL.pdf**  
350K

 **H R&A Proposal 06.15.15 \_ Final.pdf**  
1066K

**Tom Geoffino** <tgeoffino@nrpl.org>

Mon, Aug 24, 2015 at 1:05 PM

To: Gregory Merchant <gmerchant@idp-ltd.com>

Cc: Haina JustMichael <justhaina@gmail.com>, Emery Schweig <eschweig@wlsmail.org>, "Burke, Charles" <charles.burke@morganstanley.com>

Greg - This e-mail provides a follow up to the one I just sent you re NRPL response to the RDRXR MOU. This communication contains the RFP to HR&A (but the same document was sent to U3 Advisors as well...) relative to our

need for Real Estate Consulting services. Regards, Tom

[Quoted text hidden]

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**3 attachments**



**H R & A RFP.pdf**

796K



**U3A Proposal - New Rochelle Public Library - 6-15-15 FINAL.pdf**

350K



**H R&A Proposal 06.15.15 \_ Final.pdf**

1066K

---

**Tom Geoffino** <tgeoffino@nrpl.org>  
To: "Aragon, Luiz" <laragon@ci.new-rochelle.ny.us>  
Cc: Haina JustMichael <justhaina@gmail.com>

Mon, Nov 23, 2015 at 4:12 PM

Luiz - Per our meeting today, I am sharing with you the Real Estate Consultant RFP and the 2 responses from our pre-selected consultants previously undertaken by our Board. After checking, I determined I had only sent the initial RDRXR MOU to your attention. Tom

----- Forwarded message -----

From: **Tom Geoffino** <tgeoffino@nrpl.org>

[Quoted text hidden]

[Quoted text hidden]

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**3 attachments**



**H R & A RFP.pdf**

796K



**U3A Proposal - New Rochelle Public Library - 6-15-15 FINAL.pdf**

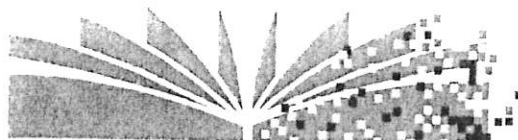
350K



**H R&A Proposal 06.15.15 \_ Final.pdf**

1066K

Thomas J. Geoffino  
Director



New Rochelle  
Public Library  
www.nrpl.org

27 May 2015

Bret Nolan Collazi  
HR& A Advisors  
99 Hudson St.  
New York, NY 10013

**RE: Request for Proposal for Real Estate Advisory Services**

Dear Mr. Collazi:

We very much appreciate you and your team taking the time to meet with us earlier this year to discuss the potential opportunity before us with respect to the re-development of downtown New Rochelle. The overview you provided of your firm's capabilities and previous work were very helpful to those of us who took part in the meeting. We walked away quite impressed.

The process with the master developer, RDRXR, has moved more slowly than was originally expected, hence our delay in reaching back out to you. However, discussions are now beginning to progress and we would like to formally request a proposal from your firm to serve as an advisor to the Executive Director and Board of Trustees (collectively, "the Board") of the New Rochelle Public Library ("NRPL") as we evaluate potential opportunities presented by the RDRXR-led re-development of the downtown area of New Rochelle.

Specifically, we would like the proposal to include the following in the scope of work:

- Working with the Board and other relevant stakeholders to develop a needs assessment regarding what would be required in a new NRPL downtown physical plant, including assistance to the Board in engaging appropriate professionals in this effort, including architects, designers, etc.
- Working with the Board to develop an analysis of relocation options for NRPL's downtown facility
- Presenting the Board with a current market valuation of the NRPL site in downtown New Rochelle, including value of air rights
- Working with the Board and NRPL staff to develop a financial analysis looking at the cost of remaining in the existing NRPL downtown facility over the coming years (including potential capital and operating costs) vs. the potential costs associated with a new NRPL downtown facility
- Working with the Board and NRPL staff to develop an effective community engagement strategy to collect community feedback as any proposal regarding the future of the NRPL downtown facility is developed as well as to inform and gather support for any proposal ultimately recommended by the Board
- Working with the Board in developer negotiation, including assistance with selection of attorneys and other relevant professional service providers
- General transaction support throughout the process, excluding management of the construction of any new potential downtown NRPL facility

Bret Nolan Collazi  
27 May 2015  
Page 2

We request that the proposal contain details on fees/pricing, including an estimate of overall cost of the engagement. As discussed, the library operates on a tight budget. As such, it is important for us to understand well how the financial arrangement will work, including timing of required remittances throughout the multi-month (or longer) process.

We respectfully request that this proposal be submitted to the board by June 15, 2015. If you anticipate any challenges in meeting this date, please do let us know. Further, if you have any questions as you are developing the proposal, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Tom Geoffino', written over a horizontal line.

Tom Geoffino  
Executive Director  
New Rochelle Public Library

cc: Haina Just-Michael  
Emery Schweig  
Charles F. Burke, Jr.



230 W. 41ST STREET, SUITE 1103 NEW YORK, NY 10036 / (212) 460-8601

June 15, 2015

Tom Geoffino  
Executive Director  
New Rochelle Public Library  
One Library Plaza  
New Rochelle, NY 10801

Re: Request for Proposal for Real Estate Advisory Services

Dear Mr. Geoffino:

It was a pleasure meeting you, your staff and Chuck Burke last month to learn about the physical plant and operations of the New Rochelle Public Library (the "Library") and to discuss the Library's goals and objectives within the context of RDRXR's proposed redevelopment plan for downtown New Rochelle. On behalf of U3 Advisors ("U3A"), I am pleased to present this proposal to provide real estate consulting services to assist the Library to assess its program and facilities needs; to identify and evaluate onsite and offsite opportunities that may be presented by RDRXR's proposed redevelopment plan; to undertake the necessary financial, feasibility and qualitative analysis; and to guide and facilitate the Library's decision-making regarding the best way forward, including development strategy, community outreach, developer negotiation and potential transaction support.

### **Summary of Qualifications**

U3A is uniquely qualified to undertake this assignment for the Library. We are a New York and Philadelphia-based consultancy with a national practice specializing in assisting clients—mostly urban, not-for-profit institutions—to conceptualize, plan and implement complex real estate projects. Over the past seventeen years we have established a solid track record serving as an independent real estate advisor, project manager, and, in some cases, as "staff extension," to a wide variety of institutions, including the Brooklyn Public Library, the YMCA of Greater New York, Columbia University, Cornell University, The New School, 1199/SEIU, and many others. Many of U3A's projects have specifically involved assisting not-for-profit institutions to monetize assets and partner with developers in support of their organizational mission.

As one example, U3A is currently helping the Baptist Temple Church monetize its real estate in Harlem. In this transaction, a developer will acquire the site and redevelop it as a new, mixed use building containing residences and a commercial condominium unit conveyed back to the Church, incorporating worship space, a banquet hall, and offices. The transaction will enable the Church and its scattered congregation to reestablish itself in its original location, while generating funds for its mission.

As we discussed, U3A has also served as the lead real estate consultant to the Brooklyn Public Library since 2007 and, as such, brings a thorough understanding of urban public libraries and the challenging context in which they

operate. Our work at the Brooklyn Public Library (BPL) included a comprehensive portfolio review that considered programmatic value and potential efficiencies at multiple branches in addition to excess development capacity and revenue generation potential. Our analysis provided a valuable framework for a comprehensive facilities strategic plan that informed BPL's current developer partnership for a new Brooklyn Heights branch. U3A also worked closely with BPL leadership in developing a communications plan in order to present findings and recommendations to New York City officials.

## **Project Understanding**

Serving the largest number of patrons of any library in Westchester County, the New Rochelle Public Library is a highly successful community anchor in downtown New Rochelle. The Library's main facility is a 3-story building (the "Property") with a footprint of approximately 22,000 SF on a 36,000 SF lot with frontages on Lawton Street and Memorial Highway. The Library owns the Property outright as well as all of the developable air rights. Directly to the northeast of the Property is Library Green, a landscaped park that is well used by both library patrons and the public and will be preserved as parkland in perpetuity.

In 2014, the City of New Rochelle (the "City") entered into a Master Development Agreement with RDRXR for exclusive development rights at several City-owned properties in the downtown area. While the Library is an independent entity and owns the Property, the Library has been approached by RDRXR, which has indicated that it may wish to acquire the Property for redevelopment, owing to its central location. Though the Library has not yet received an offer to which it can react, the Library would like to proactively engage a consultant to provide real estate advisory services.

Any consideration of an offer by RDRXR, however, should be considered strategically within the larger context of the Library's current and future programming and space needs. The Library has recently worked with WASA Studio to undertake an architectural and engineering evaluation of the Property. WASA had identified approximately \$5 million worth of capital repairs needs and the Library floated a \$3 million bond to complete many of these repairs. In addition, the Library has accessed other funding sources, including State monies and philanthropy, to improve and repurpose space within the Property. While the Library leadership is content with the current facilities, they are open to the possibility of relocation or redeveloping on the existing site should RDRXR's redevelopment of downtown New Rochelle present an opportunity enticing enough to overcome the costs, service disruption, and labor required to uproot. A critical consideration is that any potential relocation result in both improved physical facilities and financial benefit to the Library.

The Library seeks the assistance of a real estate consultant to first evaluate the current space and programming needs of the Library in conjunction with an architect; then work with the Board to identify and analyze the various options for the Library to remain in place, relocate, or redevelop, while balancing any tradeoffs between program needs and maximum real estate value. While the Library has worked closely with WASA Studio in assessing its physical needs, it may also wish to consider other architects and U3 Advisors would be prepared to help in soliciting proposals and engaging such consultants. To maintain the schedule outlined below, it is essential that the Library make a quick determination as to whether it wishes to engage WASA to complete the programming and architectural planning work outlined here or whether it prefers to hire a new planning architect via a competitive process.

At our meeting, we discussed some basic options that the Library would wish to evaluate, with supporting financial analysis, before proceeding with any proposal from RDRXR. These options include:

- 1. Remain on Site.** This option would allow the Library to retain its current building and identity at a prominent location on Library Green. The Library would need to undertake the necessary renovations and remaining capital repairs that have been identified, in addition to modernizing the facilities to accommodate program needs that will be identified as part of the needs assessment. While this option has the advantage of giving the Library full control while remaining at a proven location, it does not monetize the development rights or provide any revenue for the Library to make capital repairs or expand its facilities. It is also likely that portions of the Property would be closed and unavailable to Library employees and patrons during any renovations and construction.
- 2. Sell to RDRXR and Relocate to Other Downtown Site.** This option would maximize the value of the Library's Property and eliminate the need for swing space, though it is constrained by the need for suitable City-owned relocation sites that allow the Library to optimally serve its patrons, accommodate current and future needs, and maintain its identity. Implicit in this option is the assumption that the developer would be responsible for finding a suitable relocation site for the Library, including the possibility of a privately owned site. For this option, U3A would establish the Property's anticipated sale value via a residual land valuation and analysis of comparable sales.
- 3. Developer Partnership and Redevelopment.** This option involves reaching agreement with RDRXR to develop a mixed-use project in which the Library trades the value of its development rights for a new facility at the base of the developer-built building. While this option enables the Library to remain at its present location and dispenses with the need to find a viable alternative site that may or may not be as optimal as the current site, it has the disadvantage of requiring the Library to relocate during what is likely to be an 18 – 24-month construction period. U3A proposes to assist the Library to value its development rights and consider swing space options and costs.

This list of options is not meant to be exhaustive and U3A would work closely with the Library leadership to identify other opportunities that may optimally meet the Library's needs from both a programmatic and financial perspective.

If the Library decides the best path forward is pursuing a transaction with RDRXR for redevelopment of the Property and/or relocation of the Library to another downtown site, the Library would like its real estate consultant to work closely with the Board in its negotiations with RDRXR and to assist in procuring additional professional services. Throughout the process, the Library also seeks on-going strategic support in building a qualified team, supporting transactions and negotiation, and engaging the New Rochelle community.

### **Project Approach and Scope of Work**

U3A proposes to undertake the Scope of Work outlined in the Request for Proposal. As such, we would act as project manager, leading the Library through the entire planning process and, if necessary, developer negotiation and transaction support. We have divided our potential scope of work into two phases: (1) a planning phase that includes team formation, a program needs assessment, options development, evaluation of the developer's proposal, financial analysis, identification of a preferred option, and community outreach as necessary; and (2) an implementation phase where U3 Advisors would assist the Library to execute the preferred option, including analyzing the transaction structure proposed by RDRXR and assisting the Library in formulating and negotiating the business terms of the transaction documents.

Specific tasks related to these two phases will include:



## PHASE 1: PLANNING

### Task 1: Review Background Information, Assemble Information, Complete Team (2 – 6 weeks)

- Meet with the Library to tour the Property and to understand goals and objectives, constituent needs, facilities requirements, financial targets, community relationships, etc.
- Review space planning studies and capital needs assessments undertaken by WASA Studio and other consultants
- Review relevant financial documents to gain a better understanding of the Library's operating and capital budgets and learn how operations and capital projects are funded
- Convene a follow up meeting with the Library and RDRXR
- Identify, evaluate and select additional team members as needed. If desired, undertake a solicitation for architectural, engineering, and cost estimating services, in addition to a zoning attorney

### Task 2: Program Needs Assessment (10 weeks)

- U3A would manage the architect (either WASA or another architect to be identified in Task 1) to work with the Library's administrative and planning staff and develop a program needs assessment that clearly outlines the Library's optimal program requirements. This assessment would consider the operational requirements and optimal space needs of the Library, with special consideration given to the evolving and expanding role of public libraries in the communities they serve. Issues to be considered may include:
  - What types of program spaces will be needed and how should these spaces be sized?
  - What types of specialty spaces may be desired?
  - What office and administrative facilities are needed and may some of these be located offsite?
  - What are the parking requirements?
- U3A and the architect will also work with the Library leadership and staff to define qualitative needs such as priority uses, adjacencies, location requirements, space quality, and opportunities for shared spaces
- The program needs statement will also note deficiencies and preferred improvements at the current Property

### Task 3: Establish Baseline Value of Property (2 –3 weeks, will be done concurrently with Task 2)

- Undertake residual land value analysis of current Property
  - Determine highest and best use at site in addition to maximum square footage that could be developed as-of-right
  - Identify rental comparables in local market
  - Determine development and operating costs for highest and best use, in addition to developer return requirements
- Examine recent land sale comps in local market to verify our findings



#### Task 4: Analyze Onsite and Offsite Options (8-10 weeks)

##### *Onsite Options*

- Work with Library leadership and stakeholders to determine the range of onsite options that should be evaluated; for each option, identify parameters for cost, program considerations, phasing and timing.
- Work with architect, cost estimator and Library staff to develop common assumptions regarding the construction and fit-out costs for renovation of current space, adjusted occupancy costs and, if necessary, temporary relocation costs
- Work with architect and cost estimator to define phasing, swing space and construction feasibility issues
- Work with Library leadership to identify potential sources for financing capital improvements

##### *Offsite Options*

- Work with Library leadership and stakeholders to define the range of viable offsite options that the Library would consider for further analysis
- When proposal is received from RDRXR, prepare a summary of the proposal, highlighting key issues to be addressed and follow up questions to be proposed to developer
- As appropriate, schedule and manage meetings with RDRXR to further discuss the proposal and clarify proposed transaction structure and terms, swing-space opportunities (if necessary), project timeline and remedies for project delays
- Work with the architect to develop test fits for Library program at development sites. Test fits may include programmatic variations based on cost and capacity
- Work with architect and cost estimator to confirm assumptions regarding the costs of fit-out, moving and occupancy costs for the Library's relocation for each development site

##### *Financial Analysis*

- Develop a financial model to evaluate the assumptions and financial feasibility for each onsite and offsite option, including the expected proceeds from the sale of the Library's Property and development rights as valued in Task 3.
- Work with the Library's real estate counsel to analyze and mitigate the risks posed by the development structure, financing, and timing, and to identify key items for any potential negotiation

#### Task 5: Development of a Preferred Option (3 weeks)

- Prepare a matrix with supporting financial analysis to summarize and compare all options identified
- Work with Library leadership to develop criteria for selecting among the options, including cost, financing, quality of space and viability of accommodating future program needs, timeframe and risk.
- Work with Library leadership and other team members to refine the preferred option or provide additional analysis as needed
- For recommended option(s), prepare a PowerPoint deck summarizing approach, schedule, community outreach strategy, public approvals (if applicable), project cost and financing strategy

#### Task 6: Community Outreach (ongoing)

- Work with Library leadership to develop talking points, PowerPoint presentations and other messaging materials that outline the Library's considerations and objectives
- Meet with elected officials and community organizations, as necessary and as desired by Library leadership, to present results of options analysis

- If desired, assist Library leadership in the planning of an “Open House” or other forum where the Library can present its planning process and preferred options.

## PHASE 2: IMPLEMENTATION

### Task 1: Team Formation

- Assist Library in identifying and procuring real estate attorney and other team members needed for negotiation support

### Task 2: Negotiation with RDRXR

- Should Library pursue option with RDRXR, work with the Library’s real estate counsel to analyze and mitigate the risks posed by the development structure, financing and timing , and to identify key terms for negotiation
- Assist Library in negotiating important terms of proposed transaction, including details regarding valuation of Library’s Property and development rights, quality and timing of delivery of Library’s space, condominium structure for Library, fit-out concessions, swing-space agreements, Library’s rights regarding common elements of building, payment terms, and other critical transaction components

### Task 3: Transaction Document

- Work with the Library’s counsel, draft and negotiate a comprehensive business terms memorandum
- Working with the Library’s counsel, help draft transaction document, and prepare a binding development agreement.

### Task 4: Ongoing Project Management & Support (Phases 1 and 2)

- Manage and participate in a regular meeting or conference call with the Library to track progress and receive client direction.
- Prepare memoranda and financial analysis for the Library as needed, updated regularly.
- Participate in Board meetings and deliver presentations, as required.

## **Proposed Time Frame**

While many of the timing aspects of this project would be partially determined by progress of the Downtown redevelopment plan, U3A believes that Phase 1 of our proposed scope of work can be completed in approximately 6 months, depending on the actions of RDRXR and the Library’s desire to continue working with WASA or soliciting the services of another architect and engineer.

Thereafter, depending on the Library’s preferred option, the timing of negotiating a transaction would depend on such issues as the number of potential relocation sites to be considered and the pace and complexity of subsequent negotiations, but may for the purpose of this proposal be reasonably estimated at 4 – 6 months. U3A therefore proposes a contract term of one year, which may be terminated at any time upon written notice and payment of U3A’s outstanding invoices, or may be extended through mutual consent of the parties.

**Staffing**

Steve Jacobs, Vice President, will serve as the lead project manager and manage day-to-day tasks, and communications. Karen Backus, Co-CEO, will also ensure that the objectives of the Library are being met and provide her expertise in institutional real estate development and planning. Zach Schwanbeck, Senior Associate, will conduct financial analysis. Margaux Groux, Analyst, will provide project support.

**Fees and Costs**

U3A proposes to complete Phase 1 of the scope of work outlined above for a flat fee of \$99,000, assuming that the Library chooses to engage WASA Studio. Please see the attached fee matrix for our projected staffing and hours per task. Should the Library desire that U3A facilitate a solicitation process for architectural and engineering services, this additional task would be undertaken for a flat fee of \$15,000, yielding for a total Phase 1 fee of \$114,000.

Because of the uncertainties and contingencies of Phase 2, U3A proposes compensation on an hourly basis with a “success fee” equal to 2.5% of the final sale proceeds or equivalent value upon execution of a transaction to develop the Property. The hourly fees would be invoiced to the Library on a monthly basis but would be credited toward the success fee to the extent that such a fee exceeded the consulting costs paid by the Library. Given that a portion of the Library’s compensation for the development may likely be in the form of constructing and granting new space for the Library, the value of this space in the form of its share of the construction costs and any other impacts to the sale price of the Property would be included in the basis of total sale value for the purpose of calculating the success fee.

U3A’s hourly billing rates are as follows:

Karen Backus, Co-CEO	\$475
Steve Jacobs, Vice President	\$300
Zach Schwanbeck, Senior Associate	\$200
Margaux Groux, Analyst	\$125

To commence Phase 1, U3A requires a retainer of \$16,500 to begin work and proposes to invoice the Library \$16,500 per month for the next five months. Payment would be due within 30 days of receipt of an invoice.

I appreciate the opportunity to submit this proposal, and look forward to working with you on this very interesting project.

Sincerely,



Karen Backus  
Co-CEO

ACCEPTED AND AGREED:

New Rochelle Public Library

By: \_\_\_\_\_ Date: \_\_\_\_\_



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June 15, 2015

Mr. Thomas Geoffino  
Director  
New Rochelle Public Library  
One Library Plaza  
New Rochelle, NY 10801

Dear Tom:

On behalf of HR&A Advisors, I am pleased to submit this proposal to assist New Rochelle Public Library (NRPL) in evaluating a potential sale and redevelopment of its flagship branch. We understand that NRPL has been approached by a joint venture led by Renaissance Downtowns and RXR Realty (RDRXR), which has an interest in acquiring the NRPL site to advance its plan as the downtown master developer for the City of New Rochelle. Based on past discussions and a review of RDRXR's plans, we believe the NRPL site has significant financial value and NRPL must ensure that, as an institution serving the public, any real estate transaction fairly compensates NRPL for this asset and positions NRPL to achieve its long-term strategic goals. HR&A is excited to draw on our past experience providing real estate advisory services to nonprofit cultural institutions and leading complex real estate negotiations to assist NRPL in a thorough assessment of available options and further discussions with RDRXR.

HR&A has a nearly 40-year record of advising institutions of all sizes on major real estate decisions through rigorous analysis tailored to each institution's unique values and goals. We are presently working with The New York Public Library to conduct a strategic review of over 90 sites in their property portfolio to identify and value possible revenue-generating opportunities, as well as a comprehensive strategy for realizing that value in a manner consistent with the library's mission. We regularly advise public-serving entities, including museums, hospitals, and educational institutions, as they consider property disposition and redevelopment opportunities, providing market and financial analysis, broader organizational strategy, and project management for negotiations and disposition. For each client, we craft strategies that seek to simultaneously maximize return and incorporate long-term interests of the organization. Enclosed for your review is a firm profile and additional background on our firm's work summarizing past relevant projects.

#### **SCOPE OF SERVICES**

The scope of work below is designed to support you and your team as you prepare for and engage in discussions with RDRXR for potential land disposition. We understand that deciding whether to pursue a development transaction, and the process of completing that transaction, is often long, unpredictable, and unevenly paced, so we are proposing a three-phase scope of work that is flexible and can be further customized based on how the process proceeds and NRPL's needs.

In Phase I, we will conduct preliminary analysis and assemble a team to analyze existing conditions and alternative scenarios NRPL may pursue. In Phase II, we will conduct market, physical, and financial analyses to define those scenarios and determine net value to NRPL. Based on past discussions with NRPL, we have

outlined each subtask and defined a timeline and budget. In Phase III, we would represent NRPL in negotiations with RDRXR, assist in public outreach, and manage further team work. The timing and cost of these services will become clearer as Phases I and II proceed; we will work with NRPL to further define the scope of Phase III prior to commencement of that phase.

### **Phase I | Preliminary Reconnaissance & Team Assemblage (4 weeks)**

HR&A will begin this engagement by holding a kickoff meeting with the Board and other relevant stakeholders to establish a set of priorities and confirm NRPL's needs and goals. We will then work with NRPL to assemble a sub-consultant team to assist with the transaction. We will conclude this phase by drafting a work plan for review with NRPL, and holding preliminary meetings with City officials to understand their priorities and with RDRXR to review plans and outline a timeline for future discussions.

#### Task 1. Kickoff Meeting & Reconnaissance

We will hold an initial kickoff meeting with staff and the board of NRPL and other relevant stakeholders to review the long-term plan and organizational goals of the library. Prior to this meeting, HR&A will review any past NRPL needs assessments and reports, along with any current financial information available regarding the library's capital plan and ongoing operations. HR&A will provide NRPL with a list of data and other information that would assist in our analysis.

#### Task 2. Team Assemblage and Work Plan

HR&A will work with NRPL to assess the need for various professional services in framing and analyzing alternative development scenarios, produce a shortlist of recommended firms, and manage the bidding and selection process along with NRPL. HR&A will propose a process by which to select and retain sub-consultants; NRPL will have final approval over the process as well as final selection of any and all sub-consultants, including their fee. We will work to minimize scope of sub-consultant work where possible and seek to leverage existing resources or pro bono services where possible. Sub-consultants will be engaged as needed for specific portions of the project, dictated by the project's pace.

We anticipate the following additional team members will be required:

- A mechanical engineer to review building conditions and assess capital needs and project costs.
- An architect or space planner to assess optimal design for a newly built NRPL branch.
- A cost estimator to estimate construction and infrastructure costs associated with redevelopment.
- A transaction attorney to assist in developer negotiations and prepare and review agreements.
- An appraiser, when necessary, to conduct a formal appraisal of the site.

Finally, HR&A will produce a preliminary work plan and timeline for NRPL's review, outlining tasks by each team member.

#### Task 3. Developer and City Meetings

Upon approval of our internal work plan, HR&A will work with NRPL to schedule a check-in meeting with RDRXR to outline internal processes and timeline, gain a better understanding of RDRXR's vision for the site, and discuss options for funding this due diligence phase. HR&A will also schedule a meeting with City officials to gain a better understanding of the City's vision for the future of downtown New Rochelle.

## **Phase II | Scenario Development and Analysis (12 weeks)**

HR&A will help NRPL understand available redevelopment options, and provide an analytical framework to guide NRPL's decision-making process. We will (1) work with NPRL to analyze and understand your current operations and needs, (2) define potential redevelopment scenarios, and (3) conduct market, physical, and financial analyses to inform NRPL's decision making. We will then evaluate different options for NRPL to provide a recommended course of action.

### Task 1. Real Estate Market Scan & High-Level Land Value Analysis

HR&A will conduct a market scan, highest and best use analysis, and high-level site valuation to establish a baseline expectation of the NRPL site's land value and a reasonable purchase offer from RDRXR. We will evaluate real estate trends within the downtown New Rochelle market for uses including residential (rental and for-sale), office, hotel and retail. For each use, we will examine current and historical inventory, rents, and occupancy, as well as projected demand and pipeline. We will use available third-party data sources such as CoStar, Loopnet, REIS, and STR Global, supplementing data with interviews with brokers, developers, and other market experts. We will then review RDRXR's plans and, based market data and consultation with city officials, determine the highest and best use for the NRPL site.

Finally, we will build a stabilized-year residual land value model to estimate the residual value of land and air rights under the highest and best use scenario. This value will serve as a benchmark in negotiations with RDRXR. Should negotiations proceed positively with RDRXR, we will work with NRPL at a later time to engage an appraiser to provide a third-party assessment of site value, based on a development program refined through discussions with RDRXR.

### Task 2. Scenario Analysis

Concurrently with Task 1, we will work with NRPL to define criteria for assessing alternative sites, which may include location, lease vs. own preferences, parking, accessibility, and other considerations outlined by NRPL. We will review a list of sites that NRPL has previously considered and views as promising potential relocation options.

Based on analysis conducted in prior tasks and concurrent analyses by other team members, we will define potential redevelopment scenarios available to NRPL. These scenarios are likely to include: (a) sell the current site to RDRXR and use proceeds to develop a site elsewhere independently, (b) sell the current site to RDRXR and, as part of the sale agreement, negotiate a new space within the new development, (c) sell air rights to the current site and use proceeds to invest in the existing library, or (d) forgo a sale and maintain existing operations on the current site. For scenarios A and B, contingent on discussions with RDRXR, we may also consider the value of a long-term ground lease to RDRXR relative to outright sale.

Working with NRPL, we will define evaluation criteria for the scenarios, which may include net present financial value, impact on NRPL's long-term plan, and impact on short-term operations. HR&A will build a financial model to determine the net financial value of each scenario, including sale or lease proceeds, library redevelopment costs, impact on NRPL operating budget, and any temporary planning or relocation costs. With the sub-consultant team and NRPL, we will determine the costs, timeline, and impact on operations of each scenario, and work with NRPL to understand and assess other qualitative factors.

### Task 3. Summary of Findings and Recommendation

At the conclusion of our analysis, we will present to NRPL a detailed assessment of the relative value of each scenario, including financial and qualitative measures; preliminary recommendations; key questions and decision points; and next steps. We will work with NRPL to refine findings and recommendations based on an initial discussion and use this final document as the basis for stakeholder outreach and further engagement with RDRXR, if applicable.

### Task 4. Stakeholder Outreach

We will organize and participate in up to two community meetings with City officials and key stakeholders to discuss NRPL's options for the site, review options, and solicit feedback. With guidance from NRPL, this outreach may take place during or after scenario analysis. We will incorporate this feedback into recommendations as appropriate.

### **Phase III | Negotiation Support (Ongoing)**

Should NRPL decide to pursue site disposition and continued negotiations with RDRXR, HR&A will provide ongoing project management and negotiation support. This will likely include:

- Support in developer negotiations, serving as primary point of contact and managing ongoing analysis.
- Management of project team, including at minimum a transaction attorney, appraiser, and community and government affairs consultant.
- Stakeholder engagement strategy development and outreach management.

As the development options are further refined, it will be crucial to effectively engage the community, particularly if NRPL decides to sell its site. HR&A will work with the board and staff to develop an engagement strategy for collecting feedback from the public and to garner support for the project.

We will work with NRPL to further refine the scope of this work toward the conclusion of Phase II.

### **TIMELINE & BUDGET**

We propose to deliver Phase I in four weeks for a fixed fee of \$30,000, and Phase II within 12 weeks thereafter for a fixed fee of \$65,000, not including sub-consultant fees. These fees are exclusive of data expenses, which will be billed separately to a cap of \$5,000. For Phase III and any additional tasks, we propose to bill on a time and materials basis according to our standard hourly rates, which are included on the following page and have been significantly discounted based on your nonprofit status. We will bill monthly based on percentage completed for Phases I and II and based on costs incurred for Phase III.