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July 30, 2012

Hon. Michael Skrebutenas
Deputy Commissioner For Housing Operations
New York State Division of Housing and Community Renewal
25 Beaver Street, 6th Floor
New York, New York 10004

Re: Westview 595-625 Main Street, Roosevelt Island, New York 10044 ("Westview")
Notice of Intent to Dissolve Housing Company
North Town Phase III Houses, Inc. (the "Housing Company") and
Withdrawal from Mitchell-Lama Program ("MLP")
Our File No. 10100.001

Sir:

We are counsel to the Westview Task Force, Inc. ("WTF"), a tenant organization which represents the 361 middle income families residing at Westview on Roosevelt Island. We write to you in connection with and in response to the Notice of Intent to Dissolve Housing Company (the "Notice of Intent") pursuant to Title 9, Subtitle S, Subchapter E, Part 1750 of the New York Code of Rules and Regulations submitted by David B. Hirschhorn, President of North Town Phase III Houses, Inc. and cover letter by David B. Hirschhorn in connection therewith, both addressed to you and dated May 10, 2012 and the exhibits thereto which were submitted on June 10, 2012. Title 9, Subtitle S, Subchapter E of the New York State Code of Rules and Regulations is referred to herein as the "Regulations".

In addition, on June 18 we received from the Housing Company a draft of a plan with respect to such dissolution ("HC Plan"). We note that Mr. Hirschhorn indicated in his letter of May 10th that such plan would be submitted to your office within 30 days. Although we do not have a record that such plan was delivered to you, we assume that you have received a copy of such plan. We are pleased to see progress apparently being made and look forward to working with all parties on affordable solutions for Westview moving forward. Nevertheless, we are not at this time commenting specifically about the HC Plan except for one primary and threshold concern regarding the failure to synchronize the cooperative conversion contemplated therein with the proposed dissolution and MLP withdrawal as discussed further below.

We note several deficiencies and inaccuracies in connection with the Notice of Intent, which we will address further below. As a result, the Notice of Intent should be rejected as deficient, inaccurate and improper, and a new Notice of Intent correcting these deficiencies and inaccuracies should be required before further consideration.

First and foremost, we must respond to the inaccurate and improper statement made by the Housing Company in the Notice of Intent threatening that it has the option of:

> "operation of the property as a market rate rental property without restriction on the rents that may be charged for the remaining term of the ground lease." [emphasis added]

As you know, the Housing Company and the land upon which Westview is situated are subject to a ground lease (the "Ground Lease") by and between Roosevelt Island Operating Corporation ("RIOC"), successor in interest to New York State Urban Development Corporation and the Housing Company, and RIOC and the Housing Company are in turn subject to a lease (the "Major Lease") by and between the City of New York as landlord and RIOC as tenant. The Major Lease incorporated a General Development Plan for Roosevelt Island, dated December 23, 1969 and amended May 10, 1990 (the "GDP").

We request copies of the first and second amendments to Ground Lease and confirmation that (a) the GDP has not been amended other than as noted in the prior sentence, (b) the Major Lease has not been amended other than such amendment to the GDP, and (c) the Ground Lease has not been amended other than amendments nos. 1-3. If there any other amendments, we request copies of the same.

When the Housing Company entered into the Ground Lease, it clearly bound itself for the entire term of the Ground Lease to use and occupy Westview in accordance with the Major Lease and, in particular, the GDP, as amended, which requires, under the current circumstances in the North Town area of Roosevelt Island (where Westview is located), the Westview apartments to be allocated to people and families eligible to occupy limited profit housing financed under Article 2 of the New York State Private Housing Finance Law (the "Affordability Requirement").

It is therefore clear that the Housing Company and RIOC are contractually obligated to maintain Westview as affordable housing in compliance with the Affordability Requirement through the term of the Major Lease, which expires in 2068. The consequences of operation of the property as a market rate rental property without restriction on rents would include a default under the terms of the Ground Lease and Major Lease and jeopardize the housing of hundreds of middle income families in one of the last affordable housing enclaves in Manhattan. This option is clearly not available to the Housing Company.

This matter was addressed in further detail, in connection with a failed dissolution attempt in 2005, in the letter by Michael E. Fleiss, Esq., dated April 28, 2005, to Honorable David Cabrera, Deputy Commissioner, New York State Division of Housing and Community Renewal. A copy of such letter is attached hereto as Exhibit 1. The Affordability Requirement

was noted and acknowledged by then Assemblyman Alexander B. Grannis, Congresswoman Carolyn Maloney, Speaker of NYC Council Gifford Miller, NYS Senator Jose Serrano, and Public Advocate Betsy Gotbaum (see letter, dated May 27, 2005, attached as Exhibit 2) as well as William C. Thompson, Jr., Controller of the City of New York (see letter, dated August 29, 2005, attached as Exhibit 3).

The second threshold concern on behalf of the tenants at Westview is the failure of the HC Plan to synchronize the Dissolution with the closing of the proposed cooperative conversion, such failure indicates a lack of commitment on the part of Owners to the very common objective stated by Owners, DHCR, and shared by tenants, to wit, preservation of affordable housing at Westview through transition to affordable first-time home ownership supplemented by rent protections.

While the Housing Company confirmed they shared this common objective in the May 10th Notice of Intent and cover letter, the HC Plan they proposed on June 18 shifts to a different direction, to wit, transition into a protracted unregulated rental period with guaranteed annual rent increases three times higher than average MLP rent increases, plus MCI surcharges, unregulated services, excessive debt, lack of capital budgeting and lack of supervision over reserves. Additionally, the HC Plan proposes to immediately increase base rent by big surcharges which the Housing Company themselves have been unable or refuse to explain.

The base rents at Westview are already the highest in the entire NYS MLP thus this proposed protracted unregulated rental period would result in hardships and displacements creating vacancies which will be added to the Housing Company's pool of market apartments. Additionally, if during the unregulated rental period the value of Westview as rental property exceeds its conversion value, building could be sold to the highest bidder or the conversion could otherwise be abandoned.

Clearly, the HC Plan includes no commitment to the stated common objective and in fact provides incentives to the Housing Company to steer away from such common objective.

Synchronizing the dissolution with the closing of the proposed cooperative, such that MLP supervision continues until there is a seamless transition to management by a cooperative board, would reflect a strong commitment to achieving the common objective of continued affordable housing at Westview in conformance with the Affordable Requirements. Rents could be adjusted by DHCR as needed during the applicable period of MLP supervision. Thereafter, rent should be subject to a rent protection.

Therefore, synchronizing the dissolution with the closing of the proposed cooperative conversation should be a priority consideration and requirement of any affordability plan.

Below are specific inaccuracies and deficiencies of the Notice of Intent and accompanying exhibits.

We note, in particular, (a) the Housing Company's failure to properly disclose the condition of the project and required repairs and the resulting failure to fund required repairs as discussed further in paragraph 1 below, and (b) the Housing Company's acknowledged failure to rent apartments as required under the Regulations as discussed further in paragraph 2 below.

The other items below generally follow the order in which they appear in the Notice of Intent.

1. Section 1750.3(b) (15) of the Regulations requires the Housing Company to (a) submit a physical condition survey in accordance with section 1750.10 of the Regulations to determine the physical condition of the building and the property and all equipment appurtenant thereto, and (b) "specify its plans to remedy any defects and to replace any and all items and equipment that are obsolete or which have exceeded their useful lives or are projected to exceed their useful lives within five years, and the amounts to be expended therefor, which plan shall be approved by the division". [emphasis added]

Furthermore, Section 1750.10 of the Regulations provides that DHCR:

> "shall determine if the survey is sufficient and properly addresses the needs of the property which must be resolved prior to the dissolution, and if the plans submitted by the housing company are sufficient to meet the needs of the housing project. Upon the approval by the division of the corrective work plan and costs thereof, appropriate funds shall be released upon dissolution from the operating and replacement reserve escrow accounts and deposited into a special escrow account under the exclusive jurisdiction of a fiduciary agent, to be used exclusively to effectuate the corrective work plan."

First, the physical condition survey submitted by the Housing Company as Exhibit F to the Notice of Intent is inadequate and fails to properly determine the physical condition of the property as required by the Regulations.

We submit herewith as Exhibit 4 a copy of a physical condition survey, dated July 2, 2007, prepared by Braxton Engineering ("Braxton"). At a glance, the estimated repair costs of approximately $3,800,000 shown in the Housing Company's report is grossly inadequate (even after consideration of the recent elevator upgrade) when compared to the $21,000,000 of required repairs shown in the by Braxton report.

The Housing Company has failed to accurately and adequately determine the condition of the project and the survey does not meet the requirements of the Regulations. DHCR should not accept this report.

Furthermore, the Housing Company failed in the Notice of Intent to specify a plan to remedy defects and make replacements as required by the Regulations. The HC Plan (by adoption of the same report as attached to the Notice of Intent) similarly failed to adequately address this matter.

This is a grave deficiency with respect to the Notice of Intent as well as the HC Plan. Unfunded repairs will likely result in Major Capital Improvement surcharges in addition to rent increases and other surcharges, and, in the event of cooperative conversion, assessments to the shareholders.

2. Section 1750.3(b)(17) of the Regulations requires the following:

> "certification to the division by an officer or principal of the housing company that the housing company is in full compliance with all applicable laws, regulations, and orders of the division or other governmental agency. In the event that the housing company has not complied with such law, regulation, or order then the officer or principal shall submit a detailed affidavit explaining the reasons therefor."

The Notice of Intent and, in particular Exhibit H – Certification to the Division, fails to certify that the Housing Company is in full compliance with all applicable regulations and orders of the New York State Division of Housing and Community Renewal in compliance with Section 1750.3(b)(17) of the Regulations. In fact, the Housing Company is not in full compliance. Such Certification notes that

> "questions have been raised as to whether the housing company has been renting vacant apartments in a sufficiently timely manner, however, in light of the pendency of a plan for preservation of affordable housing and withdrawal from the Mitchell-Lama Program, the unique circumstances of this property do not render the housing company in violation of the division's regulations."

It is our understanding that there are currently approximately twenty (20) vacant apartments at Westview, many of which apartments have been vacant for extended periods (i.e., 6 months or longer). WTF has advised the managing agent (RY Management) and DHCR that families on the waiting list including families with an immediate need for larger apartments due to family expansion were denied apartments despite the existing vacancies.

It appears that the Housing Company is taking the position that it is not required to comply with section 1727-1.5 of the Regulations, which requires it to promptly re-rent vacant apartments, simply because it intends to withdraw from MLP. The Regulations do not provide any such exception or excuse for non-compliance and, to the contrary, require the Housing Company to certify that it is in full compliance with the Regulations. The Housing Company should be required to comply fully with all Regulations.

3. Sections 1750.3(b)(1) and 1750.3(b)(7), respectively, of the Regulations require identification of the block and lot number and certificate of occupancy for the project.

Paragraph 1 of the Notice of Intent identifies the project as part of Block 1373 Lot 1. However, this is not consistent with the three certificates of occupancy attached as Exhibit C to the Notice of Intent, two of which are dated September 15, 1977, one of which is dated January 3, 1976, refers to "Blocks 373, Lot No. 3 (the first two) and "Block 1373, Lot No. None", respectively. The discrepancy regarding the certificates of occupancy and block/lot numbers is further discussed in paragraph 5 below.

4. Sections 1750.3(b)(2) and 1750.3(b)(12) of the Regulations require identification of the beneficial owner and the legal owner of record. Paragraphs 2 and 12 of the Notice of Intent identify the following parties:

Beneficial owner of the project - North Town Phase III Associates LP;
Managing general partner of the beneficial owner – Westview Houses, Inc.;
Other general partners of beneficial owner – AD North Town houses, LLC and North Town Phase II Houses, Inc.; and
Sole stockholder of housing company – Westview Houses, Inc.

It is our understanding that a majority or, at least, a significant portion of the beneficial interest in the project is owned by The Irene Diamond Fund and the Irene Diamond Estate.

The Notice of Intent should disclose the true beneficial owners of the Westview as required by the clear language of the Regulations.

5. Section 1750(b)(4) of the Regulations requires the Housing Company to include the specified rental data.

In fact, the Notice of Intent claims that a rent roll is attached as Exhibit A, but no such attachment was included with the Notice of Intent. A rent roll complying with the applicable requirements should be provided (excluding information protected by a right of privacy which is not required to be provided).

6. Paragraph 7 of the Notice of Intent indicates that "The Certificate of Occupancy for the Project dated September 15, 1977 is attached as Exhibit C."

(a) Exhibit C includes two certificates of occupancy, each dated September 15, 1977, as well as a temporary certificate of occupancy, dated January 23, 1976. The two certificates dated September 15, 1977 reflect Block 1373, Lot 3, although paragraph 1 of the Notice of Intent identifies the project as part of Block 1373, Lot 1. In addition, the Certificate dated January 23, 1976 indicates Block 1373, Lot "None".

(b) The Certificate of Occupancy search included as part of the title report attached as Exhibit D states the following:

"595/625 Main Street
STATE: NY COUNTY: NEW YORK Block: 1373 Lot: 1

A search of the Building Department records in reference to the above mentioned Premises has revealed the following information:

No Certificate of Occupancy has been issued according to the Building Department's indexed records. The following additional information has been found:

No Building Department records were found, as per City personnel.

This lot appears to be waterfront property and may be under the jurisdiction of the Department of Ports, International Trade & Commerce (formerly Ports & Terminals, and Martine & Aviation). No records found for premises at said department.

Please note that current Housing Department records show the building occupied as FOURTEEN APARTMENTS." [emphasis added]

(c) Schedule B-30 of the title report attached as Exhibit D to the Notice of Intent states the following:

"Third Amendment to Ground Lease recorded on October 24, 1997 in Reel 2509 page 2202 shows the tax lots of the subject premises as being not only Lot 1 but also Lots 20 and 50.
This must be further reviewed upon receipt of a certified survey. Tax searches for Lots 20 and 50 will need to be ordered if survey does show that any portion of the

premises described in Schedule A herein lies within the bounds of Lot 20 and/or Lot 50."

The correct Certificate of Occupancy and the block and lot should be provided with evidence of that the occupancy of the project conforms with such certificate.

7. Section 1750.3(b) (9) of the Regulations requires a "municipal inspection report which contains a list of any current outstanding municipal violations and citations; and proof of satisfaction thereof." [emphasis added]

The Notice of Intent failed to indicate or provide evidence of satisfaction of such violations as required. To the contrary, the Notice of Intent indicates that the Housing Company is "in the process of responding to known violations and seeking removal of the same." [emphasis added]

Proof of satisfaction of violations should be provided by the Housing Company.

8. Section 1750.3(b)11 of the Regulations requires the Housing Company to submit with the Notice of Intent the most recently available financial statements. However, the Notice of Intent provides only such statement dated for the 2010 calendar year. Annual financial statements are required by Section 1728-2.2 of the Regulations to be submitted by the Housing Company.

DHCR should insist that the Housing Company submit the 2011 financial statements in accordance with the Dissolution Regulations.

9. Section 1750.12 of the Regulations provides that: "The housing company must submit evidence of specific arrangements that have been made with the appropriate municipal agencies and compliance with all filing procedures with respect to senior citizens' rent increase exemptions or similar programs."

Such evidence and compliance, as applicable, should be provided.

The Housing Company has requested (in the May 10th letter and/or the Notice of Intent) DHCR to waive time periods required by the Regulations and has taken the position that it need not make an election as to the manner in which the project will be operating if Dissolution is approved.

Although DHCR has authority under the Regulations to waive requirements in case of undue hardship or other specified situations, no such waivers should be permitted in this case without the agreement of Westview tenants.

We respectfully request that DHCR:

1. Confirm the applicability of the GDP Affordable Requirement upon Westview and, in particular, that the Housing Company cannot unilaterally withdraw from the MLP and operate the project as a market rate rental in breach of its obligation under the Ground Lease to maintain affordable housing in accordance with the GDP.

2. In any case, in accordance with its duties and specific authority, including Section 1750.3(c) of the Regulations, determine that the Housing Company did not submit all required information and there are inaccuracies in the information provided and require the Housing Company to correct and otherwise address and resolve all of the inaccuracies and deficiencies before any further action is taken.

3. Not otherwise waive any periods or requirements under the Regulations in the absence of an agreement with the Westview tenants.

4. Require the Housing Company to rent vacant apartments as required by the Regulations.

5. Require the Housing Company to comply with the Regulations as otherwise noted in this letter including providing financial statements for the 2011 calendar year.

6. Conduct an independent inspection to determine the physical condition of the project and current funding required for repairs.

7. Provide and/or require the Housing Company to provide copies of all documents relating to the acquisition of the project in 1993 and any amendment(s) thereto.

These issues will have a profound impact upon the lives of 361 families at Westview and require careful review and consideration and appropriate participation of the tenants of Westview. The Housing Company should not be permitted to summarily dismiss its obligations under the Regulations and the Ground Lease (including the Affordability Requirement) and expose the 361 families at Westview to the possibility of displacement and other risks and uncertainty.

We look forward to hearing from you and working with you in this matter.

Very truly yours,

Perry L. Mintz

PLM/pms

cc: Governor Andrew M. Cuomo
Senator Jose Serrano
Assembly Member Micah Kellner
Mayor Michael Bloomberg
Comptroller John C. Liu
Council Member Jessica Lappin
Darryl C. Towns, Commissioner DHCR and Chairperson RIOC
Richmond McCurin, Assistant Commissioner DHCR
Leslie Torres, President RIOC
Opher Pail, Co-Chairman WTI
Tad Sudol, Co-Chairman WTI
David B. Hirschhorn, President North Town Phase III Houses, Inc.

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EXHIBIT 1

Letter of Michael E. Fleiss, Esq., dated April 28, 2005, to
Honorable David Cabrera, Deputy Commissioner, NYS DHCR

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ALSO ADMITTED
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ONLY ADMITTED
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April 28, 2005

BY REGULAR MAIL

Honorable David Cabrera
Deputy Commissioner
New York State Division of Housing and Community Renewal
25 Beaver Street, 6th Floor
New York, New York 10004

Re: **Westview**
595-625 Main Street
Roosevelt Island, New York

Dear Mr. Deputy Commissioner:

This firm is legal counsel to the Westview Task Force, a tenant organization representing 361 families residing in Westview on Roosevelt Island. As you are aware, Westview currently participates in New York State's Mitchell-Lama housing program. Indeed, the apartments at Westview are among the approximately 35% of residential housing in the North Town Area of Roosevelt Island that, as mandated by the terms of a 99-year agreement between New York City and an arm of New York State, must be maintained as housing for middle-income tenants until 2068.

Despite the terms of this agreement, however, Westview's owner, North Town Phase III Houses, Inc. (the "Housing Company"), formally notified the New York State Division of Housing and Community Renewal, by notice dated January 31, 2005, of its intention to withdraw Westview from Mitchell-Lama. Of particular concern to us is the fact that in its notice, the Housing Company included no provision or plan of any kind for the preservation of

affordable housing at Westview on a going-forward basis -- in effect, announcing the imminent and inevitable violation of the housing requirements of the aforementioned agreement, and the mass displacement of tenants that is certain to follow.

After carefully reviewing all relevant documents, we make the following comments:

The land on which Westview is situated is governed by a ground lease, dated April 25, 1973, between the New York State Urban Development Corporation as lessor and the Housing Company as lessee (the "Ground Lease"). Pursuant to the express terms of paragraphs 3 and 8 of the Ground Lease, the Housing Company is required to comply with and use the leased property for and in accordance with the "Basic Documents." As that term is defined in paragraph 16 of the Ground Lease, the "Basic Documents" include, among other things, the "Major Lease", which is itself defined in paragraph 16 of the Ground Lease as the lease of Roosevelt Island (formerly Welfare Island), dated December 23, 1969, from the City of New York as lessor to the New York State Urban Development Corporation and its subsidiary, the Welfare Island Development Corporation, as lessee (the "Major Lease"). This is the agreement referred to above. You will note that the preliminary recital at the top of page 2 of the Ground Lease establishes that the parties' objective in entering into the Ground Lease was "for purposes of constructing this Project in accordance with the Construction Contract and as contemplated by the Basic Documents relating to this Project" (emphasis added), and that paragraph 10(a) of the Ground Lease specifically makes lessee's failure to comply with its obligations under any of the Basic Documents -- including the Major Lease -- an event of default under the Ground Lease.

For your convenience, copies of the Ground Lease and the Major Lease are enclosed herewith.

Paragraph 1 of the Major Lease provides for a term of ninety-nine (99) years, that is, from December 23, 1969 until midnight on December 22, 2068. By the express terms of paragraph 10, the Major Lease requires that, until midnight on December 22, 2068, the leased premises must be used "in the manner and for the purposes described in the General Development Plan". The General Development Plan, as defined in paragraph 22 of the Major Lease, is attached as Schedule 2 to the Major Lease and consists of a "program for clearance of the Leased Premises and the construction thereon of Subsidized Housing, Middle Income Housing, Conventionally Financed Housing, Commercial Space and Public Facilities, all as set forth therein, as may be modified from time to time".

The original General Development Plan, which begins at page 45 of the Major Lease, mandated that residential housing on Roosevelt Island be provided "approximately as follows: (a) 20% for persons and families eligible for admission to Federally-assisted public housing; (b) 10% for elderly persons and families of the same income class; (c) 25% for persons and families eligible to benefit from interest reduction payments pursuant to Section 236 of the National Housing Act; (d) 20% for persons and families eligible to occupy limited profit housing financed under Article 2 of the New York State Private Housing Finance Law; and (e) 25% for persons and families who can afford conventionally financed and fully tax-paying units." The original General Development Plan further provided that this residential housing, which would total approximately 5,000 units, would be developed in two areas -- a North Town Area and a South Town Area -- and that the North Town Area "will contain approximately sixty percent of the dwelling units, including some units of all types," while the South Town Area "will contain approximately forty percent of the dwelling units, including some units of all types."

Westview is located in the North Town Area.

The General Development Plan was amended on May 10, 1990, and the amendment was approved by the Board of Estimate of the City of New York on August 17, 1990. A copy is included at the end of the enclosed copy of the Major Lease. As amended, the General Development Plan contains the same requirement for the development of approximately 5,000 units of residential housing in two areas (a North Town Area and a South Town Area), and continues the requirements that the North Town Area contain approximately sixty percent of the residential units, "including some units of all types." However, the General Development Plan (as amended) now specifies that the residential housing in the North Town Area of Roosevelt Island -- which includes Westview and other residential buildings -- be provided, until midnight on December 22, 2068, approximately as follows:

- 20% for persons and families eligible for admission to Federally assisted public housing;

- 20% for persons and families eligible to benefit from interest reduction payments pursuant to Section 236 of the National Housing Act;

- 35% for persons and families eligible to occupy limited profit housing financed under Article 2 of the New York State Private Housing Finance Law; and

- 25% for persons and families who can afford conventionally financed and fully tax-paying units or market-rate units.

The mandate of the General Development Plan (as amended) has been executed almost to perfection. We understand that there are currently approximately 3,225 units of residential housing in the North Town Area of Roosevelt Island. 220 units at #2 and #4 River Road, as well as 870 units at Eastwood, are currently federally-assisted Section 8 and Section 236 housing -- a total of nearly 34% of the housing units in the North Town Area. Mitchell-Lama housing under Article 2 of New York's Private Housing Finance Law currently consists of 130 units at Eastwood, 364 units at River Cross, 400 units at Island House, and 361 units at Westview -- a total of nearly 39% of North Town housing. 880 units at Manhattan Park, or 27% of housing in the North Town Area, are presently market-rate housing. These housing allocations in North Town closely reflect the approximate percentages mandated in the General Development Plan (as amended).

However, drastic changes in the nature of North Town residential housing are either currently underway or imminent, and each involves units leaving what the General Development Plan (as amended) defines as Subsidized Housing and Middle Income Housing, and correspondingly swelling the ranks of what the General Development Plan (as amended) defines as Conventionally Financed Housing. For example, in September 2004, the owner of Eastwood filed notice of its intention to withdraw its units from the Mitchell-Lama program. On January 31, 2005, the Housing Company, as owner of Westview, also filed notice of its intention to leave the Mitchell-Lama program. In addition, a resolution adopted by the Roosevelt Island Operating Corporation of the State of New York ("RIOC") and posted on RIOC's website last year states that RIOC is in the process of conducting negotiations with the Sheldrake Organization (which currently manages Westview and Island House and which is engaged in efforts to purchase them) to extend the term of the Ground Lease, and that the Sheldrake Organization has indicated an intention to withdraw both Island House and Westview from the Mitchell-Lama program and either maintain one or both as rental housing or convert one or both to condominium or cooperative housing.

Because no North Town buildings are being added to the Mitchell-Lama program, the withdrawal from the program by any of these existing Mitchell-Lama buildings will necessarily result in a violation of the General Development Plan (as amended), and thus in violations of the terms of the Major Lease and the Ground Lease. The withdrawal of Westview's 361 Mitchell-Lama housing units alone -- that is, ignoring the withdrawal of Eastwood's 130 Mitchell-Lama units that has already formally been noticed and the imminent withdrawal of Island House's 400 Mitchell-Lama units -- would leave 894 units of Mitchell-Lama housing in North Town, or just 27% of North Town residential housing, as compared to 35% mandated under the General Development Plan (as amended). When the removal of another 130 units of