

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

Meeting of the Members  
200 Liberty Street, 24<sup>th</sup> Floor  
New York, NY 10281  
August 28, 2018

Members Present

George Tsunis, Chairman  
Louis Bevilacqua, Member  
Anthony Kendall, Member  
Catherine McVay Hughes, Member  
Lester Petracca, Member

Authority Staff in Attendance: Benjamin Jones, President and Chief Executive Officer  
Debbie Addison, Director of Project Management & Planning  
Sharmila Baichu, Vice President of Human Resources  
Brett Beecham, Associate General Counsel  
Anthony Buquicchio, Senior Project Manager  
Marie Cornielle, Deputy Treasurer  
Gwen Dawson, Vice President, Real Property  
Pamela Frederick, Chief Financial Officer/Treasurer  
James Gallagher, Assistant General Counsel  
Abigail Goldenberg, General Counsel  
Nimisha Haribaran, Executive Assistant/Contract Manager  
Susie Kim, Deputy General Counsel  
Eric Munson, Vice President of Administration & Strategic Planning  
Lauren Murtha, Paralegal/Assistant Corporate Secretary  
Robert Nesmith, Chief Contracting Officer  
Anthony Peterson, Director of Diversity Programs  
Bruno Pomponio, Director of Parks Operations  
Jose Rosado, Director of Site and Property Management  
Nicholas Sbordone, Director of Communications and Public Affairs  
Nicole Stallworth, Associate General Counsel  
Markus Szejnberg, Special Counsel  
Alexis Torres, Associate Chief of Staff  
Kenneth Windman, Director of Facilities & Infrastructure Management

Others in Attendance: Timothy Sheehan, CBRE (Executive Session only)  
Mark Godfrey, CBRE (Executive Session only)  
Various Members of the Public

The meeting, called on public notice in accordance with the New York State Open Meetings Law, convened at 10:35 a.m.

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The first item on the agenda was the approval of the minutes of the July 24, 2018 meeting. Upon a motion made by Mr. Bevilacqua and seconded by Ms. McVay Hughes, the following resolution was unanimously adopted:

**APPROVAL OF MINUTES OF THE JULY 24, 2018 MEETING**

BE IT RESOLVED, that the minutes of the meeting of the Members of the Hugh L. Carey Battery Park City Authority held on July 24, 2018 are hereby approved.

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There were three individuals who presented comments during the period of public comment.

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The next item on the agenda was the M/WBE Utilization Report presented by Mr. Peterson.

He began by stating that for the month of July, 2018, 34.73% or \$312,980.25 of the Authority's total allowable expenditures of \$901,168.96 was paid to M/WBEs. Of this total amount, approximately 25% or \$223,631.33 was paid to MBEs, and approximately 10% or \$89,348.92 was paid to WBEs. He added that 20.93% (\$188,641.51) of these amounts were paid directly to M/WBEs — 11.44% (\$103,107.09) to MBEs and 9.49% (\$85,534.42) to WBEs and 13.80% (\$124,338.74) was paid to MWBEs as Sub-Contractors — 13.29% (\$119,776.24) to MBEs and .51% (\$4,562.50) to WBEs. For the First Quarter of Fiscal Year 2018-19SDVOB Utilization Report, he mentioned, 4.57% (\$23,736.68) of the Authority's total allowable expenditures of \$519,914.65 was paid to SDVOBs.

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The next item on the agenda was the Resiliency Update presented by Mr. Jones.

Mr. Jones began reporting that both of the resiliency contracts have been executed: AECOM for the southern end of Battery Park City and STV for the ball fields. The final project schedule is being worked on and includes, as outlined in the RFP, a public input component targeted for late October - November. Mr. Jones thanked the Real Property team, the Procurement team and the Legal team for banding together to make this happen quickly.

The Chairman reported that a Resiliency Working Group has been established, and then asked Ms. McVay Hughes, who is the head of the Resiliency Working Group, to report on the group's meeting. Ms. McVay Hughes reported that the resiliency committee met after the last board meeting with Anthony, Martha, Gwen and her team of engineers, and one of the key components was the community participation, and making sure that this happens as quickly and as efficiently as possible, using the best technology. She added that they will continue to focus on resiliency. The Chairman then requested we have a resiliency report at every Board meeting.

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The next item on the agenda, presented by Ms. Dawson, was the authorization to amend the contracts with H2M Architects + Engineers ("H2M") and Urban Engineers of New York, D.P.C. ("Urban") for On-Call Engineering Services.

Ms. Dawson began by reminding the Members that in September of 2017 we entered into two On-Call Engineering Services contracts with H2M Engineers and Urban Engineers, following a competitive procurement. She noted that this is typical of past practices as we have historically

entered into on-call contracts with various disciplines to provide for the ability to respond to projects on a time sensitive basis and for projects that might be not large enough to really justify or warrant a standalone procurement or contract.

Ms. Dawson then mentioned that the original values of both contracts was \$400,000 over a two-year period. Since entering into those contracts, she added, there has been a greater than typical volume of on-call projects assigned to our on-call engineers with a slightly increased value in these projects. Consequently, she continued to explain, at the end of the first year it was realized that we have projects in progress, completed or contemplated, which will deplete the entire value of both of our on-call contracts, therefore requiring an increase to both. She then recommended amendments with both H2M and Urban to increase the value of their contracts from \$400,000 to \$700,000, an increase of \$300,000 per contract, for the remainder of the two-year contract terms. In 2019, she mentioned, a new procurement will be initiated for the new on-call engineers.

Upon a motion made by Mr. Petracca and seconded by Ms. McVay Hughes, the following resolution was unanimously adopted:

**AUTHORIZATION TO ENTER INTO AN AMENDMENT WITH H2M ARCHITECTS + ENGINEERS**

BE IT RESOLVED, that in accordance with the materials submitted at this meeting, the President and Chief Executive Officer (the "President") of the Battery Park City Authority or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute an amendment (the "Amendment") with H2M Architects + Engineers to increase the value of the contract by \$300,000, from a not-to-exceed amount of \$400,000 to a not-to-exceed amount of 700,000; and be it further

RESOLVED, that the President of the Authority or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute and deliver the Amendment on behalf of the Authority, subject to such changes as the officer or officers executing the Amendment shall, with the advice of counsel, approve as necessary and appropriate in the best interest of the Authority, such approval to be conclusively evidenced by the execution and delivery of the Amendment; and be it further

RESOLVED, that the President of the Authority or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute all such other and further documents, and to take all such other and further actions as may be necessary, desirable or appropriate, in connection with the transactions contemplated in the foregoing resolutions, and any such execution of documents and any other further actions heretofore taken are hereby ratified and any actions hereafter taken are confirmed and approved.

Upon a motion made by Mr. Kendall and seconded by Mr. Bevilacqua, the following resolution was unanimously adopted:

**AUTHORIZATION TO ENTER INTO AN AMENDMENT WITH URBAN ENGINEERS OF NEW YORK, D.P.C.**

BE IT RESOLVED, that in accordance with the materials submitted at this meeting, the President and Chief Executive Officer (the "President") of the Battery Park City Authority or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute an amendment (the "Amendment")

with Urban Engineers of New York, D.P.C., to increase the value of the contract by \$300,000, from a not-to-exceed amount of \$400,000 to a not-to-exceed amount of 700,000; and be it further

RESOLVED, that the President of the Authority or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute and deliver the Amendment on behalf of the Authority, subject to such changes as the officer or officers executing the Amendment shall, with the advice of counsel, approve as necessary and appropriate in the best interest of the Authority, such approval to be conclusively evidenced by the execution and delivery of the Amendment; and be it further

RESOLVED, that the President of the Authority or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute all such other and further documents, and to take all such other and further actions as may be necessary, desirable or appropriate, in connection with the transactions contemplated in the foregoing resolutions, and any such execution of documents and any other further actions heretofore taken are hereby ratified and any actions hereafter taken are confirmed and approved.

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The next item on the agenda, presented by Ms. Dawson was an authorization to execute a contract for the Pier A Phase 1 Underwater Structural Restoration – Marine Construction Services with Phoenix Marine Co. DE, LLC (“Phoenix”).

Ms. Dawson reminded the Members that in 2008 we initiated the restoration efforts of Pier A starting with the underwater repair of the piers and moving up to the core and shell of the building, which was completed in 2014. As part of BPCA’s ongoing obligations, we are responsible to maintain and repair the exterior and certain base components of the building.

To that, she added, periodic inspections are conducted of the landmark building and we are responsible for maintaining all structural elements. After an inspection in 2016 performed by McLaren Engineering, one of our on-call engineers, there were a series of recommendations of repairs needed to be made to the underwater structural elements of the Pier. Ms. Dawson explained that the work is to be done in phases depending on the severity or the priority of the recommended repairs, starting with Phase One to be performed within 2-3 years of the initial inspection. Phase One repairs include the repairs to the joists, to the jack arches, and steel girders, replacement of tile caps, jacketing of some of the piles on the outermost section of the pier, as well as under the relieving platform.

After issuing an RFP and receiving five proposals, she explained the evaluation committee rated D’Onofrio as the highest technically ranked proposer and Phoenix Marine as the second highest rated proposer, with a technical score very close to D’Onofrio. Some of this work is subject to the seasonal moratorium that the DEC imposes on in-water work so the work needs to begin in the fall. D’Onofrio did not provide a proposal for beginning the work this fall but Phoenix Marine’s proposal was much more in line with our expectations and are able to begin the work this fall. So the evaluation committee concluded that Phoenix represents the best value proposer for this work, and recommends entering into a 14-month contract with the Phoenix Marine in the amount of \$1,386,625.

Upon a motion made by Mr. Petracca and seconded by Mr. Bevilacqua, the following resolution was unanimously adopted:

**AUTHORIZATION TO ENTER INTO A CONTRACT WITH PHOENIX MARINE CO. DE, LLC FOR THE PIER A UNDERWATER STRUCTURAL RESTORATION PROJECT**

BE IT RESOLVED, that the President and Chief Operating Officer of the Authority (the "President") or her/his designee(s) be, and each of them hereby is, authorized and empowered to enter into a contract (the "Contract") with Phoenix Marine Co. DE, LLC, for a term of fourteen (14) months to perform the Pier A Underwater Structural Restoration Project, in the lump-sum amount of \$1,386,625.00; and be it further

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute and deliver the Contract on behalf of the Authority, subject to such changes as the officer or officers executing the Contract shall, with the advice of counsel, approve as necessary and appropriate and in the best interest of the Authority, such approval to be conclusive evidence by the execution and delivery of the Contract; and be it further

RESOLVED, that the President or her/his designee(s) be, and each of them hereby is, authorized and empowered to execute all such other and further documents, and to take all such other and further actions as may be necessary, desirable or appropriate, in connection with the transactions contemplated in the foregoing resolutions, and any such execution of documents and any other and further actions heretofore taken are hereby ratified and any actions hereafter taken are confirmed and approved.

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The next item was presented by Ms. Frederick and refers to the selection of senior managing and co-managing pre-qualified underwriters for the Authority's upcoming bond offerings.

Ms. Frederick explained that the pre-qualified list of underwriters will be in place for two years, with the Authority's option to extend for an additional year. During this time the Authority plans to have a minimum of two bond offerings occur, one this year and one next fall. Of the 26 proposals received in response to the RFP, the selection committee chose to interview 11 firms. Six of those firms were selected for the senior managing bond qualified underwriter list and six were selected for the co-managing list, including two that were not interviewed, but who the Authority and our advisors, PFM, are very familiar. Consistent with the Authority's objectives to maximize its use of MWBE and SDVOB firms, the combined list includes five firms that meet these requirements.

Ms. Frederick explained that from the pre-qualified list, the Authority will select one or more senior, co-senior and co-managing underwriters, with the goal of closing the next bond financing in 2018. The Authority is seeking to raise \$375 million, consisting of \$80 million of new money and refunding approximately \$295 million in 2013 Series D and E direct participation notes, which is floating rate debt, with the goal of fixing the interest rates given the current market rates. Ms. Frederick stated there is a plan to launch a kickoff meeting next week, with the goal of bringing the initial plan of finance to the September Board meeting.

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Mr. Petracca made a motion to enter Executive Session, which was seconded by Ms. McVay Hughes, to discuss the negotiations related to the lease of real property, the publicity of which could substantially affect the value of the relevant properties. The Members entered Executive Session at 11:18 a.m.


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Upon a motion made by Ms. McVay Hughes and seconded by Mr. Bevilacqua. The Members exited Executive Session at 1:53 p.m.

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There being no further business, upon a motion made by Ms. McVay Hughes and seconded by Mr. Bevilacqua, the Members unanimously voted to adjourn the meeting. The meeting thereupon adjourned at 1:53 p.m.

Respectfully submitted,



Lauren Murtha  
Assistant Corporate Secretary

**Public Comment**  
August 28, 2018 Board Meeting

(1) Ann Schwalbenberg Re - the BPCA website:

Respectfully, I would like to bring to your attention that items that items on your website highlighted with a light blue back ground and with white text are unreadable for many of us who tare visually impaired. Please use a color with greater contrast such as black, dark blue or very deep purple for the text. If an item is important to highlight, please make it readable for those of us with low vision. Thank you Ann Schwalbenberg

(2) Maryanne Braverman Re - the Downtown Connection bus:

Last month I addressed the board regarding the tourists that were crowding onto the downtown connection bus and creating unsafe conditions for seniors and others who are traveling on the bus. In the last month I've learned a lot more. And I just wanted to update that information. After presenting last month, I guess someone at Battery Park City along with the Downtown Alliance came up with a temporary solution, which is to eliminate the stops in the area where -- right along Battery Park, where it was most likely to have tourists getting on board. And that has helped a lot. The only problem is that there are now stops that are missing. I think the connection the Downtown Alliance thought they would be coming, putting us back online after summer. But I don't know if that will fully solve the problem. I also learned that the ticket sellers are not working directly on behalf of the cruise lines, that cruise lines like Hornblower and Circle Lines are actually selling unsold tickets to third party vendors, sort of like Broadway does with the Tickets booths. And then those vendors are hiring the hawkers to unload the tickets. Further the tickets are not to Liberty Island, but it's a tour around the harbor. And they cost more than double a trip to the island. So based on the information I've gotten, I think it's gotta be addressed at the city level. It's kind of a licensing issue. I've also reached out to the community board and they're -- it's either quality of life or licensing committee that will also be looking into that. And perhaps it's the Department of Consumer Affairs. So I'll kind of keep [SOUNDS LIKE: nudging] [00:04:15] on that topic. And I wanna thank you all for your help up to this point 'cause we did solve an unsafe condition. So thanks.

(3) Justine Cuccia Re - BPC affordability:

My name is Justine Cuccia. I am a 20-year-plus resident of this community, as well as a co-founder of Democracy for Battery Park City.

I want to begin by stating for the record what I arrived too late to say at the last meeting - thanking Dennis Mehiel for his five years of service as chairman and CEO of the BPCA, as well as Hector Batista for his years of service. They both brought insight and experience to the Authority's deliberations, from which this community benefited greatly.

Congratulations also to our new chairman, George Tsunis, and to the two newly appointed board members who are also residents of this community: Martha Gallo and Anthony Kendall. Martha and Anthony: the neighborhood is counting on you to be our voices on this board, and to represent our unique concerns as the BPCA makes important decisions that affect all of our lives.

Along these line, I want to focus the board's attention an issue that you will likely be hearing a lot about from this community in the weeks and months to come- affordability in BPC.

As you are aware, the owners of the Solaire apartment building, at 20 River Terrace, have begun the process of converting that rental tower into a condominium.

This raises serious questions about affordability in Battery Park City as a whole, as well as the rights and protections that residents of the Solaire were promised when they moved in, such as rent stabilization, and low-income set-asides. I remind you that the BPCA played a constructive -- no, actually, heroic -- role in preserving these same rights and protections a decade ago, when a developer

tried to convert the rental building at 225 Rector into a condominium, and attempted to enrich himself by unilaterally nullifying these benefits. The BPCA stepped up and held the developer to every provision of those obligations.

As you are also aware, the quasi rent stabilization at Gateway Plaza is coming to an end in 2020. While negotiations are on-going, the process has been subject to a non-disclosure agreement, which serves nobody's interests but LeFrak's. As the BPCA is the driver here, please aim high because if the new affordability agreement does nothing but preserve the status quo, it will be a failure. Fewer than 50% of the apartments in Gateway remain stabilized due to the narrowed terms, while LeFrak negotiated tens of millions of dollars in benefits. And while the current agreement expires soon, these benefits to LeFrak don't ever expire. So while you aim for comprehensive stabilization for All Gates tenants, plus rights for SCRE and DRE, above all please prioritize an agreement that does not expire.

And, of course, there is the Ground Lease itself, and ever-rising increases and escalation clauses each condominium building in both the North and South neighborhoods face.

Please remember, as the Solaire tenants, the Gateway tenants, as well as the individual Condo owners all face the possibility of losing their homes that you have enormous influence and power in these situations. As the landlord's landlord, you can make all the difference in protecting residents. That's why you are called an "Authority." And that's why the community is counting on you. Thank you very much.