HUGH L. CAREY BATTERY PARK CITY AUTHORITY
Meeting of the Members
200 Liberty Street, 24th Floor
New York, NY 10281
May 2, 2024

Members Present
Donald Capoccia, Chair
Louis Bevilacqua, Member (remote)
Martha Gallo, Member
Anthony Kendall, Member
Lester Petracca, Member (remote)

Authority Staff in Attendance:	Raju Mann, President & CEO Sharmila Baichu, Chief Human Resources Officer Zachary Bergen, Deputy General Counsel, Procurement & Contracts Anthony Buquicchio, Director of Construction Daniel C. Carmalt, Esq., Chief Construction Counsel Gwen Dawson, Senior Vice President, Real Property Claudia Filomena, Senior Director of Capital Projects and Resiliency Sarah Fisher Curtin, Director of Sustainability James Gallagher, Special Counsel, Capital Projects Abigail Goldenberg, General Counsel Megan Hood, Deputy General Counsel, Real Estate Angela Howard, AVP of Construction & Site Management Craig Hudon, Vice President of Parks Programming Karl Koenig, Controller Eric Munson, Chief Operating Officer Lauren Murtha, Paralegal/Assistant Corporate Secretary Janie Ngo, Planning & Design Project Manager Jason Rachnowitz, Deputy Controller Aline Reynolds, Senior Technical Communications Manager Kimberlae Saul, AVP Planning & Design Nicholas Sbordone, Vice President of Communications and Public Affairs Alexis Torres Cid, Chief of Staff Ryan Torres, Vice President of Parks Operations Yves Veve, Senior Director of Infrastructure Jennifer Yam, Director of Diversity Contracting
Others in Attendance:	Various Members of the Public

The meeting, called on public notice in accordance with the New York State Open Meetings Law, convened at 2:07 pm.

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The first item on the agenda was a request for approval of the minutes of the March 21, 2024 meeting.

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

APPROVAL OF MINUTES OF THE MARCH 21, 2024 MEETING

BE IT RESOLVED, that the minutes of the meeting of the Members of the Hugh L. Carey Battery Park City Authority held on March 21, 2024, are hereby approved.

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Next, there was one comment submitted by the public that was presented during the period of public comment.

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Next item on the agenda was the President's report.

Mr. Mann updated the members on a few items including the strategic plan which would be updated this summer. He plans on discussing goals for the next five years with staff and the community. He noted, as a coming attraction at the next Board meeting, a more detailed presentation of the South Resiliency Project would be provided by Angela and Yves. He then mentioned on the Northwest Project, in terms of updates there were a couple of big milestones ahead, like the June 20th public meeting is our 60% design update meeting. He reported that the legislature approved our increase in bonding capacity from $1.5 to $2.5 billion, which gives us the resources necessary to actually build the project. He thanked the Governor and Senator Kavanagh and Senator Fall and legislature for making that happen. He expressed appreciation to Eric, Abby, Pam, and Gwen for helping to make the case to the legislature to get that bonding capacity increased. It is a critical path item, so it is a big deal we got that done.

Mr. Mann continued, turning to the programming side, noting that although Stuyvesant High School would be closed for the summer, Craig and Eric were able to secure free memberships for our members at Asphalt Green in the neighborhood, which is extraordinarily generous on their part. Jordan and Pedro at Asphalt Green are great partners. He thanked Craig for pulling this together quickly. He expressed being really excited about our summer calendar which Craig talked more about later on.

Lastly, he welcomed the new team members.

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

Mr. Munson first introduced Jen Yam, our new Director of Diversity Contracting. For the month of February, on the non-resiliency spend side 32% or $322,183.70 of the Authority's total qualifying expenditure of $1,005,337.91 was paid to MWBEs. On the resiliency side of things, the numbers are not nearly as good, approximately 5%, or $805,959.93 of the Authority's total qualifying expenditure of $15,965,416.73 was paid to MWBEs. He noted Jen was already doing some initial outreach to try to get these vendors to remediate the significant deficiencies that they have. He also mentioned working with ESD to try to work with vendors on reporting and making sure that folks are providing information in real time so that we can remediate in real time as well.

Messrs. Kendall and Capoccia and Ms. Gallo requested that management work with the contractors on the large resiliency projects to increase participation by MWBEs and investigate the enforcement of penalties in the event that the contractual goals aren't being met.

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The next item on the agenda was an update on the Authority's resiliency projects by Ms. Filomena, Ms. Fisher Curtin, and Mr. Veve.

For our Northwest Resiliency Project, Ms. Filomena stated the public meeting was coming up on June 20th to talk about our 60% design phase. Then the draft 60% design set will go out to agencies for comment, and then we would address those comments, and produce a consensus set. Ms. Filomena stated that we are concurrently working on our draft Environmental Impact Statement and that a related public hearing is expected at the end of July, so right now we're in the process of reviewing chapters. Those chapters will also go out to agencies in the next few weeks for comments and revisions. Ms, Filomena also reported that agency and stakeholder meetings continue. There was a very significant multi-agency meeting on our Tribeca crossing with both DOT, Hudson River Park, BMCC, DEP and many others. There were recent engagements with Hudson River Park independently, the FCA, DOE, to ensure everybody who needs to know about the project is in the know about the project. Ms. Filomena stated that we had successful meetings with two residential buildings to provide design updates and answer questions about construction staging and impacts. In March, we presented to the Community Board reaches two, three, and four, and, in mid-April, we presented reaches one and five, so as of today we presented all of the reaches to the Community Board, and we expect they'll be issuing a resolution for the project. In terms of moving forward, we're really sort of in the thick of it with this project as we sort of move towards these bigger milestones.

For the South Project, Mr. Veve stated that during our next meeting we would be providing a more robust update on the South, but in terms of construction, since our last meeting on the Pavilion, we're about 20% complete with all concrete placement on site. In regard to the Pavilion's foundation, the waterproofing is about 80% complete as of right now. The marked piles that are being installed along First Place we're about 85% complete with that work. Work continues with the installation, anchoring and the compaction of the subsurface lightweight fill which is about 70% complete. For the concrete retaining walls, and floodwall particularly around the esplanade, we are about 90% done with that work. The relocation of gas utilities along First Place, we are pretty much done with that. We are going back and forth with Con Ed currently on some additional work that they want performed, and we hope to have that completed within the next month. For

Pier A Plaza and the Battery, we've continued with demolition on site, and we are working with Con Ed regarding relocation of the gas main on Battery Place.

For Sustainability updates, Ms. Fisher Curtin noted that our Earth Month celebrations took place with a series of free programs and events organized by Parks Programming. Some highlights of that included a solar eclipse viewing party in Rockefeller Park, family birding and nature walks and a special Earth Day themed open fair. Also, released at the end of April alongside Arbor Day was BPC's tree inventory and biodiversity map, which is a publicly accessible map and database documenting biodiversity in Battery Park City. The tool manages and displays the data collected during last year's tree and plant species inventory and can be used by both the horticultural staff and members of the public to track and learn about trees and other plant species throughout our neighborhood.

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The next item on the agenda, presented by Mr. Munson, was approval of the May Consent Agenda items.

Mr. Munson presented three items for the consensus agenda, and reminded the Members that these are items brought for their approval simply because they exceed one year in duration. The first was one-year time extension and addition of $65,000 to our contract with ADP for our HR system. The second is a request to enter into a five-year $118,920 contract with Parkside Fire and Security for our alarm monitoring, maintenance, and repair services. And lastly a no cost time extension for three and-a-half months for a contract with Twin Peaks, the firm helping us close out the permits for the interior fit out of 200 Rector. He then asked for approval for the three resolutions as presented in your Board materials.

Upon a motion made by Mr. Kendall and seconded by Ms. Gallo, the following resolutions were unanimously adopted:

AUTHORIZATION TO AMEND AGREEMENT WITH AUTOMATIC DATA PROCESSING FOR HUMAN RESOURCES INFORMATION SYSTEMS SERVICES

BE IT RESOLVED, that in accordance with the materials presented to this meeting, the President & CEO (the “President”) of the Authority, or her/his designees be, and each of them hereby is, authorized and empowered to amend the Agreement with ADP to increase the not-to-exceed amount by $65,000.00, from $850,580.00 to a new not-to-exceed amount of $915,580.00, and to extend the term of the Agreement by one (1) year to April 25, 2025, and be it further

RESOLVED, that the President or his/her designee(s), 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 and in the best interest of the Authority, such approval to be conclusive evidence by the execution and delivery of the amendment; and be it further, RESOLVED, that the President or her/his designees be, and each of them hereby is, authorized and empowered to execute all such other and further documents, and take all such other and further actions as may be necessary, desirable or appropriate in connection with the transaction contemplated in the foregoing resolution, 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.

AUTHORIZATION TO EXECUTE A CONTRACT WITH PARKSIDE FIRE & SECURITY, INC. FOR ALARM MONITORING, INSPECTION, MAINTENANCE, AND REPAIR SERVICES

BE IT RESOLVED, that in accordance with the materials presented to this meeting, the President & CEO (the "President") of the Authority, or her/his designees be, and each of them hereby is, authorized and empowered to execute an agreement with Parkside Fire & Security, Inc. in the not-to-exceed amount of $118,920.00 for a term of five (5) years to provide alarm monitoring, inspection, maintenance, and repair services; and be it further

RESOLVED, that the President or his/her designee(s), 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 designees be, and each of them hereby is, authorized and empowered to execute all such other and further documents, and take all such other and further actions as may be necessary, desirable or appropriate in connection with the transaction contemplated in the foregoing resolution, 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.

AUTHORIZATION TO EXECUTE AN AMENDMENT WITH TWIN PEAKS, INC. ("TWIN PEAKS") FOR 200 RECTOR PLACE FIT-OUT CLOSEOUT PROJECT: SPECIAL INSPECTION SERVICES

BE IT RESOLVED, that in accordance with the materials submitted at this Board meeting, the President and Chief Executive Officer (the "President") of the Battery Park City Authority (the "Authority") or his/her designee(s) be, and each of them hereby is, authorized and empowered to execute an amendment to extend the term of the Authority's contract with Twin Peaks for the 200 Rector Place Fit-Out Closeout Project from March 13, 2024 through June 28, 2024; and

BE IT FURTHER RESOLVED, that the President or his/her 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 on the agenda, presented by Ms. Dawson, was an authorization to enter into a contract with Indigo River Consulting, LLC (Pier A Geothermal System Inspection, Maintenance and Repair Services Project).

Ms. Dawson first mentioned that during the restoration of Pier A we incorporated an innovated riverwalk geothermal system based on a system for arrays of keel coolers that are submerged under the water adjacent to Pier A. This allowed us to avoid having to construct a cooling tower for the HVAC system inside the building. That system has now been in place since 2013 and it requires a certain type of ongoing maintenance, and inspection that requires divers to come in periodically, go down and inspect the system, clean it to avoid biofouling and to make any repairs that are required.

She further explained an RFP for a new provider for that ongoing inspection and maintenance service was issued and we received two proposals – Indigo River and Ricon. The highest technically rated proposer also had the lowest cost proposal. The cost for this contract consists of 12 periodic underwater maintenance visits over a period of three years, and what are essentially, *if needed* costs in the event that we have to remove any of those arrays or components out of the water. Thus far we have never had to do that, but we need to make sure that we have that covered in the event that we do. Also included was an allowance of $200,000 for repairs if needed. She then asked for approval of a 36 month contract with Indigo River in the amount of $719,200, which consists of $316,800 for the regular in water maintenance visits, an amount of $202,400 for any out of water repairs that need to be done, and an additional $200,000 in contingency in the event that there are additional repairs that are needed beyond what would be normal and typical of the regular maintenance. And the contract would carry with it the option on the Authority's discretion if we wanted to extend that for up to one year two separate times, so potentially a total of up to five years.

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

AUTHORIZATION TO EXECUTE A CONTRACT WITH INDIGO RIVER CONSULTING, LLC FOR THE PIER A GEOTHERMAL SYSTEM INSPECTION, MAINTENANCE AND REPAIR SERVICES PROJECT

BE IT RESOLVED, that in accordance with the materials submitted at this Board meeting, the President and Chief Executive Officer (the “President”) of the Battery Park City Authority (the “Authority”) or his/her designee(s) be, and each of them hereby is, authorized and empowered to enter into a thirty-six (36) month contract with Indigo River Consulting, LLC, with the option for up to two one-year extensions at the Authority’s discretion – in the lump-sum amount of seven hundred-and-nineteen thousand, two-hundred dollars ($719,200), inclusive of a two-hundred thousand- dollar ($200,000) repair allowance – to perform the contractor services associated with the Pier A Geothermal System Inspection, Maintenance and Repair Services Project; and be it further,

RESOLVED, that the President or his/her designee(s), 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 his/her 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 on the agenda, presented by Ms. Dawson, was an authorization to enter into a Contract with LiRo Program and Construction Management, PE P.C.: A LiRo-Hill Company for the Pier A CM.

Ms. Dawson noted that she has presented to the Board several times over the last few months particular capital projects related to Pier A. Those included the Pier A windows and door repair and replacement, the railings, restoration, rehabilitation, and the Pier A structural repairs project. She explained that any one of those alone would have simply utilized one of our on-call construction managers, but as it turns out the projects are overlapping with each other and/or overlapping with the South BPC resiliency project, and so the conclusion was that we should retain a specific construction manager through an RFP for that project. We received eight proposals for the construction management work related to those projects. The final analysis and evaluation by the evaluation committee concluded that LiRo was the highest technically rated firm. They were not the lowest cost firm; however, they were second lowest, and through its analysis the committee concluded that the firm that did submit the lowest cost proposal had not included adequate diving and supervision for part of the work, hence their lower costs. So as a result, the conclusion was that LiRo represented the best value for the project and for this particular management of these projects, and they also had the added benefit of already being on site as part of the South BPC resiliency project. She then requested an approval for a 12-month contract with LiRo in the not to exceed amount of $616,271 to perform this project.

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

AUTHORIZATION TO EXECUTE A CONTRACT WITH LIRO PROGRAM AND CONSTRUCTION MANAGEMENT, PE P.C.: A LIRO-HILL COMPANY ("LIRO") FOR THE PIER A CONSTRUCTION MANAGEMENT SERVICES PROJECT

BE IT RESOLVED, that in accordance with the materials submitted at this Board meeting, the President and Chief Executive Officer (the "President") of the Battery Park City Authority (the "Authority") or his/her designee(s) be, and each of them hereby is, authorized and empowered to enter into a twelve (12)-month contract with LiRo in the not-to-exceed amount of six hundred sixteen thousand two hundred and seventy one dollars ($616,271.00) to perform the Pier A Construction Management Services Project; and be it further,

RESOLVED, that the President or his/her designee(s), 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 his/her 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 on the agenda, presented by Mr. Hudon, was a request for approval to enter into a contract with Crossfire Sound Productions, LLC (“Crossfire”).

Mr. Hudon began by explaining that he was seeking approval to enter into an agreement with Crossfire Sound Productions, LLC for sound and stage production, equipment rental services for a term of three years for a not to exceed amount of $605,000. BPCA issued an RFP for sound and stage production equipment rental services in February and two proposals were received for Crossfire and Pro Show Sound Services. A committee composed of key Programming and Parks Operations employees as well as diversity contract and compliance manager reviewed the proposals and scored each based on evaluation criteria in the RFP. Crossfire scored the highest technical score, but their cost proposal was approximately 4% higher than that of Pro Show. Given that the cost proposals were similar, the evaluation committee determined that Crossfire's 12-point higher technical score represented the best value for BPCA. Crossfire's higher technical score was demonstrative of greater technical experience and capability to perform the services. He then asked for approval to enter into an agreement with Crossfire for sound and stage production and equipment rental services for a term of three years in the not-to-exceed total amount of $605,000. This amount, though an increase over the previous contract amount, considers additional services including movie screenings, video productions, as well as the earmarking for larger upcoming events, such as the reopening of Wagner Park, U.S. Semiquincentennial events, and World Cup 2026 programming.

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

AUTHORIZATION TO ENTER A CONTRACT WITH CROSSFIRE SOUND PRODUCTIONS, LLC FOR SOUND AND STAGE PRODUCTION AND EQUIPMENT RENTAL SERVICES

BE IT RESOLVED, that in accordance with the materials presented to this meeting, the President & CEO (the "President") of the Authority, or her/his designees be, and each of them hereby is, authorized and empowered to execute an agreement with Crossfire Sound Productions, LLC in the not-to-exceed amount of six hundred and five thousand dollars ($605,000.00) for a term of three (3) years for sound and stage production and equipment rental services; and be it further

RESOLVED, that the President or his/her designee(s), 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 designees be, and each of them hereby is, authorized and empowered to execute all such other and further documents, and take all such other and further actions as may be necessary, desirable or appropriate in connection with the transaction contemplated in the foregoing resolution, 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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Ms. Gallo made a motion to enter Executive Session, which was seconded by Mr. Kendall, to discuss 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 2:54 p.m.

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The Members exited Executive Session at 3:45 p.m.

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There being no further business, upon a motion made by Ms. McVay Hughes and seconded by Ms. Gallo, the Members unanimously voted to adjourn the meeting. The meeting thereupon adjourned at 3:46 p.m.

Respectfully submitted,

LMurtha

Lauren Murtha
Assistant Corporate Secretary

Public Comment
May 2, 2024

Pat Smith: Comments at the March 21st meeting of this Board indicate that a quick review of the history of the Battery Park City Authority and the Homeowner's Coalition might be helpful. In 2009 the 11 Battery Park City condos were governed by ground leases executed between the BPCA and the individual developers. Under these leases ground rent for the 11 buildings were due to increase substantially, some as high as 100 percent by 2012. Ground rents for all 11 buildings were due for a final reset to six percent of the fair market value of the uncovered land on or about 2025. The Homeowner's Coalition with the support of our elected representatives approached the BPCA, which agreed to renegotiate the ground rents for all 11 buildings. That's right, a BPCA Board whose members were named by Republican Governor George Pataki, with James Gillis Chair, and James Cavenaugh as President, agreed to negotiate a global ground rent with the Homeowner's Coalition. The Coalition completed the negotiations with the Board named by Governor Elliot Spitzer, with William Thompson as Chair. While the terms for this 30-year-agreement were set by the BPCA and the Coalition, the condo boards of each building approved their specific ground lease and ground rents. That's the 2011 agreement, which governs 12 buildings today in which the BPCA says is the model for six additional buildings. That's provable, factual history. If this Board is being advised that it cannot negotiate with the Homeowner's Coalition, it is getting bad advice, and regrettably our ground rents are paying for that bad advice. Individual buildings standing alone are not in an equal bargaining position. Members of the BPCA Board we can work together, and we must work together.