



**MEETING OF THE
BOARD OF DIRECTORS**

MAY 19, 2022 4:00 pm

Pier 40, 353 West Street, 2d Floor
Zoom Call In Number: 646-558-8656
Meeting ID: 892 9635 9928
Passcode: 438773

One Tap Mobile: +16465588656,,89296359928# US (New York)

AGENDA

I. CONSENT AGENDA

- A. Approval of Minutes and Ratification of the Actions Taken at the March 24, 2022 Meeting of the Hudson River Park Trust Board of Directors
- B. Authorization to Extend Term of Contracts with CH2M Hill Engineering and Hunter Roberts Construction Group for Pier 40 Structural Restoration Related Services
- C. Ratification of and Authorization to Extend Term of Contract with Pentagram Design, Inc. for Parkwide Signage Design Services
- D. Authorization to Adopt new Document Retention Schedule
- E. Ratification and Adoption of 2022 Investment Guidelines
- F. Annual Confirmation of the Hudson River Park Mission Statement and Performance Measures

II. CORPORATE ACTIONS

- G. Consideration of Lease Agreement with Chelsea Piers L.P. and North River Operating Company L.P.
- H. Authorization to Contract with Prestige Stone & Pavers Corp for Parkwide Unit Paving Restoration
- I. Ratification and Approval of Contract with Dima Productions, LLC for Blues BBQ Festival Event Production Services
- J. Authorization to Contract with Carson Worldwide, LLC for SUBMERGE Marine Science Festival Event Production Services
- K. Approval of Contract with AKRF, Inc. for Environmental Consultation Services for Habitat Enhancement Monitoring

III. PRESIDENT'S REPORT

- Update: Financials
- Design/Construction Project Updates

- River Project and Public Programs Updates
- Pier 57 Update

IV. ADVISORY COUNCIL and HUDSON RIVER PARK FRIENDS REPORTS

VI. ADJOURN

**HUDSON RIVER PARK TRUST - Approval of Minutes and Ratification of the Actions
Taken at the March 24, 2022 Meeting of the Hudson River Park Trust Board of Directors**

RESOLVED, that the Minutes of the Meeting of the Hudson River Park Trust Board of Directors held on March 24, 2022 are hereby approved by the Board of Directors, and all actions taken by the Directors present at such meeting, as set forth in the Minutes, are hereby in all respects, approved and ratified as actions of the Hudson River Park Trust, and a copy of such approved Minutes are hereby ordered filed with the records of the Hudson River Park Trust.

For Consideration
May 19, 2022

To: The Directors

From: Noreen Doyle

Re: Authorization to Extend the Terms of Contracts with CH2M Hill Engineering, P.A. and Hunter Roberts Construction Group, LLC for Professional Services Related to Pier 40 Structural Restoration

I. Contracts Summary

Contractor: CH2M Hill Engineering, P.A. (“CH2M”)
Proposed Work: Pier 40 Structural Restoration Engineering Services
Contract Number: A4680
Amendment: Extension of Term

Contractor: Hunter Roberts Construction Group, LLC (“Hunter Roberts”)
Proposed Work: Pier 40 Structural Restoration Construction Management Services
Contract Number: A 4878-A
Amendment: Extension of Term

II. Background

At its May 26, 2016 meeting, the Board of Directors (“Board”) authorized the Hudson River Park Trust (“Trust”) to enter into a contract with CH2M to serve as the Engineer of Record for the Pier 40 Structural Restoration work encompassing a comprehensive program of pile repairs supporting the pier (the “CH2M Contract”). The scope of work included preparation of the necessary regulatory filings and construction drawings needed for permits and procurement as well as reviewing contractor shop drawings and construction progress in the field. The CH2M Contract, which was last amended following Board approval in October 2020, expires on May 28, 2022 and was for a total amount up to \$1,500,000.00.

Separately, at its March 28, 2019 meeting, the Board authorized the Trust to enter into a contract with Hunter Roberts for Construction Management Services for Phases 1 and 2 Pier 40 Structural Restoration work and for subsequent Phases 3 through 7 (the “Hunter Roberts Contract”). In October 2020, the Board authorized additional funding to be added to the Hunter Roberts Contract for a Total Board Authorized Amount of \$1,309,169.50, which contract also expires Spring 2022.

All phases of the Pier 40 pile restoration scope are expected to be complete by the end of Summer. Trust staff seeks to extend the terms of both the CH2M and Hunter Roberts professional services contracts through the end of this fiscal year, or March 31, 2023, so that the firms can provide the

necessary construction oversight and contract closeout work needed to conclude the Pier 40 Structural Restoration work. No additional funding is required for either contract extension.

III. Requested Action

Trust staff requests Board authorization to extend the term of both the CH2M Contract and Hunter Roberts Contract for professional services for the Pier 40 Structural Restoration pile work through March 31, 2023.

Attachment:
Resolutions

HUDSON RIVER PARK TRUST - Authorization to Extend the Terms of Contracts with CH2M Hill Engineering, P.A. and Hunter Roberts Construction Group, LLC for Professional Services Related to Pier 40 Structural Restoration

RESOLVED, based upon the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Board hereby authorizes the Hudson River Park Trust to extend the term of contract with CH2M Hill Engineering, P.A. for Pier 40 Structural Restoration Engineering through and including March 31, 2023; and be it further

RESOLVED, the Board hereby authorizes the Hudson River Park Trust to extend the term of contract with Hunter Roberts Construction Group, LLC for Pier 40 Structural Restoration Construction Management Services through and including March 31, 2023; and be it further

RESOLVED, that the President or the President's designee(s) be, and each of them is hereby authorized to take such actions as the President or the President's designee(s) may deem necessary or appropriate in order to implement the forgoing resolution.

For Consideration
May 19, 2022

To: Board of Directors

From: Noreen Doyle

Re.: Ratification of and Authorization to Extend the Term of Contract with Pentagram Design, Inc. for Parkwide Signage Design Services

I. Contract Summary

Contractor: Pentagram Design, Inc.
Proposed Work: Parkwide Signage Design Services
Contract Number: G4606
Amendment: Extension of Term

II. Background

Since 2014, the Hudson River Park Trust (“Trust”) has worked with Pentagram Design, Inc. (“Pentagram”) to provide Parkwide signage design services. The contract was last amended in January 2019 when the Board of Directors (“Board”) authorized an additional \$100,000 for a Total Board Authorized Amount of \$300,000 and an extension of the term by three years so that Pentagram could continue advancing designs for branded signage related to safety and identification throughout Hudson River Park. The contract term expired January 30, 2022 while the Trust was completing certain projects. The Trust seeks to extend the term of the contract through and including June 30, 2022 to close all projects. No additional funding is required for this extension.

III. Requested Action

Trust staff seeks ratification and approval by the Board to extend the term of contract with Pentagram for Parkwide Signage Design Services through and including June 30, 2022.

Attachment:
Resolution

HUDSON RIVER PARK TRUST – Ratification of and Authorization to Extend the Contract Term with Pentagram Design, Inc. for Parkwide Signage Design Services

RESOLVED, based upon the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Board hereby ratifies and approves the extension of the term of contract with Pentagram Design, Inc. for Parkwide Signage Design Services through and including June 30, 2022; and be it further

RESOLVED, that the President or the President’s designee(s) be, and each of them is hereby authorized to take such actions as the President or the President’s designee(s) may deem necessary or appropriate in order to implement the foregoing resolution.

For Consideration
May 19, 2022

To: The Directors

From: Noreen Doyle

Re: Adoption of a Standard Document Retention Policy in Accordance with State Law Requirements

I. BACKGROUND

Article 57-A of the State Arts and Cultural Affairs Law requires public benefit corporations, among other state and local governmental entities, “to promote and support a program for the orderly and efficient management of [governmental entity’s] records, including the identification and appropriate administration of records with enduring value for historical or other research.” The Hudson River Park Trust (“Trust”) is obligated pursuant to the Arts and Cultural Affairs Law to formally adopt a document retention policy that meets the minimum time frames set forth in the Retention and Disposition Schedule promulgated by the State Education Department’s Archive and Records Administration (the “State Archives”), the state agency charged under the Arts and Cultural Affairs Law with administering the records retention requirements. In December 2020, the Board of Directors approved the Trust’s adoption of the retention schedule for New York Local Government Records, LGS-1, as required by the State Archives, replacing the previously adopted standards dating from 2000.

On March 16, 2022, the Trust was informed by the State Archives’ Record Advisory Officer that the Trust has been reclassified by the State Archives as a state-level entity subject to the records retention schedules within the General Retention and Disposition Schedule for New York State Government Records (“General Schedule”) rather than LGS-1 that had been adopted by the Trust in December 2020.

The General Schedule obligates the State Archives to identify and arrange for permanent retention and archiving of historically important documents. For non-historically important documents, the retention policy also provides for the orderly disposal of such routine records at the conclusion of their useful life, thereby lessening the storage requirements and associated costs associated with wholesale long term retention of outdated documents. Generally, under the new General Schedule system, the types of historic documents required to be maintained remains similar to those under the previous LGS-1 schedule; however, the documents qualifying as historically important documents would be stored at the State Archives rather than at facilities managed by the Trust.

II. REQUESTED ACTION

The Trust staff seeks Board of Directors authorization to adopt the *General Retention and Disposition Schedule for New York State Government Records* as the official document retention and disposition policy of the Hudson River Park Trust.

HUDSON RIVER PARK TRUST - Adoption of the General Records Retention and Disposition Schedule issued by the New York State Archives and Records Administration as the Document Retention and Disposition Policy of the Hudson River Park Trust

RESOLVED, based upon the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is filed with the records of the Hudson River Park Trust, the Board hereby adopts *General Retention and Disposition Schedule for New York State Government Records*, effective as of September 2016 pursuant to Article 57-A of the Arts and Cultural Affairs Law (the “*General Retention Schedule*”), as the Trust’s Document Retention and Disposition Policy; and be it further

RESOLVED, that the President or the President’s designee(s) be, and each of them is hereby authorized to take such actions as the President or the President’s designee(s) may deem necessary or appropriate in order to implement the foregoing resolutions.

For Consideration
May 19, 2022

To: The Directors
From: Noreen Doyle
Re: Ratification and Adoption of 2022 Investment Guidelines

I. Background

New York State Public Authorities Law requires that the Hudson River Park Trust (the “Trust”) adopt comprehensive investment guidelines that set forth the Trust’s policy and instructions to officers and staff regarding the investing, monitoring and reporting of the Trust’s funds. State law requires annual review and approval of these guidelines by the Trust’s Board of Directors (the “Board”). In 2019, the Board approved revised investment guidelines following guidance published by the New York State Comptroller (the “2019 Investment Guidelines”). At its May 28, 2020 and June 3, 2021 meetings, the Board adopted the Investment Guidelines without changing the adopted 2019 Investment Guidelines.

The Trust staff has reviewed the 2021 Investment Guidelines and does not recommend making any changes to the current Investment Guidelines. Staff is satisfied that the Investment Guidelines fulfill the goals of preserving the Trust’s principal, ensuring liquidity, and maintaining the ability to realize a reasonable market rate of return on investments given the restrictions on eligibility set forth therein. Consequently, staff recommends that the Board ratify and adopt the same Investment Guidelines for 2022.

A copy of the recommended 2022 Investment Guidelines, which are unchanged from the versions approved by the Board in 2019, 2020 and 2021, has been distributed by email to the Board. The Trust currently has funds invested among Treasury Bills, Treasury Notes, highly rated Short Term Commercial Paper and a Money Market Account limited to US Government securities.

II. Requested Action

The Hudson River Park Trust seeks ratification and adoption by the Board of the 2022 Investment Guidelines.

Attachment:
Resolution
2022 Investment Guidelines

HUDSON RIVER PARK TRUST – Ratification and Adoption of 2022 Investment Guidelines for Hudson River Park Trust pursuant to New York State Public Authority Law Section 2925 and the New York State Comptroller’s Investment Guidelines for Public Authorities

RESOLVED, based upon the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Board hereby ratifies and adopts the Hudson River Park Trust 2022 Investment Guidelines; and be it further

RESOLVED, that the President or the President’s designee(s) be, and each of them is hereby authorized to take such actions as the President or the President’s designee(s) may deem necessary or appropriate in order to implement the foregoing resolution.

For Consideration

May 19, 2022

To: The Directors

From: Noreen Doyle

Re: Annual Confirmation of the Hudson River Park Trust Mission Statement and Performance Measures

I. Background

In accordance with the requirements of Chapter 506 of the Laws of 2009, known as the Public Authorities Reform Act of 2008, which added Section 2824-a in Public Authorities Law (“PAL”) of the State of New York (the “State”), State and local public authorities are required to develop and adopt a mission statement and related performance measures to assist the authority in determining how well it is carrying out its mission. In 2010, in accordance with PAL and subsequent policy guidance issued by the New York State Authorities Budget Office (“ABO”), the Hudson River Park Trust (the “Trust”) adopted the Trust’s mission statement (the “Mission Statement”) and developed performance measures to evaluate the Trust’s fulfillment of its mission.

ABO guidance requires that the Trust annually review and publish its Mission Statement and measure its performance in carrying out its mission, and that the Trust’s Board of Directors annually review the Mission Statement and performance results to ensure that its mission has not changed and that the Trust’s performance goals continue to support its mission.

II. Requested Action

The Trust seeks confirmation of the Trust Mission Statement and the 2022 performance measures by the Board of Directors.

Attachments:

Resolution

Mission Statement and 2022 Performance Measures

HUDSON RIVER PARK TRUST – Confirmation of Hudson River Park Trust Mission Statement and 2022 Performance Measures

RESOLVED, based on the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Directors hereby confirm the Hudson River Park Trust Mission Statement and 2022 Performance Measures; and be it further

RESOLVED, that the President or the President’s designee(s) be, and each of them is hereby authorized to take such actions as the President or the President’s designee(s) may deem necessary or appropriate in order to implement the foregoing resolution.

For Consideration
May 19, 2022

To: Board of Directors

From: Noreen Doyle

Re: Authorization to Enter into a Lease Agreement With Chelsea Piers L.P. and North River Operating Company L.P. (“Chelsea Piers”) for Piers 59-61 and Connecting Headhouse (the “Proposed Final Lease”)

I. Background

The property currently known as the Chelsea Piers Sports and Entertainment Complex is located within Hudson River Park (the “Park”) and comprises three finger piers (Pier 59, Pier 60 and Pier 61) together with a connecting Headhouse, a multi-lane service driveway, sidewalks, and adjacent lands underwater.

The piers were first opened in 1910 as part of a grand series of ocean liner terminals on the Hudson River serving White Star, Cunard and French lines. After the construction of newer passenger ship facilities farther to the north, and general economic decline in the 1930s, the piers were retrofitted primarily for cargo ship use. In the late 1960s the piers were repurposed for various municipal uses, and, in the early 1980s, they were condemned and ownership was transferred to the New York State Department of Transportation (“NYSDOT”) as part of the Westway project. Following the demise of the Westway project, the property was deemed surplus and offered by NYSDOT in a 1992 lease auction. The winning bidder at the auction, Chelsea Piers L.P., entered into a 30-year lease with NYSDOT in 1994 for the development and operation of the piers and adjacent property as a mixed-use commercial complex (the “1994 Lease”). NYSDOT subsequently extended the term of the 1994 Lease by amendment in 1996 to June 2043, or 49 years from commencement, to accommodate additional construction financing. Construction of the improvements for the Chelsea Piers Sports and Entertainment Complex was substantially completed in 1996 at a cost of approximately \$94 million.

The Hudson River Park Trust (“Trust”) became the landlord of the 1994 Lease, as amended, by operation of law on the effective date that the Hudson River Park Act (“HRP Act”) was enacted in 1998. The HRP Act specifically authorizes “solely at piers 59, 60 and 61 and the headhouse (commonly known as “Chelsea Piers”) the uses authorized at such piers and headhouse as of the effective date of this act, including, but not limited to, sports and studio facilities.” Thus, the uses authorized under the 1994 Lease were effectively “grandfathered” under the HRP Act as permitted Park/commercial uses. In addition, the HRP Act exempted the already constructed improvements from the general prohibition against commercial use east of the bulkhead.

The HRP Act was amended in 2013 to allow the Trust to enter into a 49-year lease for piers 59, 60, and 61. Accordingly, the language of the HRP Act, as amended, establishes that the existing Chelsea Piers Sports and Entertainment Complex is a permitted Park/commercial use and further

authorizes the Trust to enter in a new lease for a term of up to 49 years. Moreover, the 1994 Chelsea Piers Lease, which predates the HRP Act, states at Section 2.2(c) that “it is the intention of Lessee and Lessor ... to negotiate in good faith...a further renewal,” thus anticipating and justifying negotiation between the parties for the Proposed Final Lease as the appropriate means of property disposition by the Trust.

In 2017, the Trust received a request from Chelsea Piers for a lease renewal to better facilitate long term financing and leasing. Upon receipt of the request, Trust staff determined that many of the provisions in the 1994 Lease were not consistent with standards established in the Trust’s other commercial leases in the Park, and that additional benefits should be achieved for the public. The Trust informed Chelsea Piers that a new lease with new standard provisions of the types in effect for other Park tenants, improved payment terms, and new Park benefits would be required as a substitute for the requested renewal. Chelsea Piers and the Trust thereafter agreed to commence negotiation for a new lease, and the Proposed Final Lease now before the Board of Directors (the “Board”) is the result of that negotiation as well as public input received during the Trust’s Significant Action review process as described below.

II. Description of the Premises

The premises demised under the Proposed Final Lease (the “Premises”) is essentially the same real property and improvements currently occupied under the 1994 Lease. It includes also 7,412 square feet of lands under water to the south of Pier 59 that NYSDOT had granted to Chelsea Piers under a separate marina permit executed concurrently with the 1994 Lease. The Premises comprise three pile supported finger piers in the Hudson River (Piers 59, 60, 61) with a connecting four-block long Headhouse that extends from Pier 59 to Pier 62, together with a multi-lane service driveway, various public access pathways, sidewalks, docks, and lands under water. The Premises is legally identified as Block 662 Lots 11, 16, 19 and p/o 7 and 62 on the NYC Assessor’s map and is situated west of the NYSDOT bikeway running adjacent to 11th Avenue / Rte. 9a between 17th Street and 22nd Street. The Premises has a total land area (inclusive of lands under water) of approximately 1,099,283 square feet, and is presently improved by structures with a gross interior building area of approximately 807,127 square – inclusive of approximately 100,818 square feet allocated to parking. It also includes a rentable exterior area of approximately 93,146 square feet comprised primarily of a golf driving range on Pier 59.

III. Description of Uses

The uses at the Premises are governed by the Proposed Final Lease, the underlying zoning, the Hudson River Park Act, and an existing Special Permit and Certificate of Occupancy issued by New York City.

The primary similarity of the Proposed Final Lease to the 1994 Lease is the continuation of permissible uses – principally sports and recreation, production studios, marina and dinner cruises, restaurant and catering, accessory parking, and limited office.

Permitted uses under the Proposed Final Lease, most of which have long been in occupancy, are (1) a two-rink skating facility on Pier 61; (2) media, television and movie production and associated office facilities in the Headhouse and on the second level of the pier buildings on Piers 59, 60, and 61; (3) a marina on the water portion of the Premises south of Pier 59 and vessel docking, sightseeing, excursion, meal and beverage service and entertainment cruises on other water portions of the Premises; (4) a multi-tiered golf facility and driving range on Pier 59; (5) a health club/gymnasium, indoor track facility, rock climbing and other indoor sports on Pier 60; (5) restaurants, catering facilities and other food and beverage services throughout the Premises not to exceed 120,000 square feet, provided that new or re-located catering establishments in excess of 5,000 square feet, new restaurants in excess of 15,000 square feet, and food service in general in excess of 100,000 square feet in the aggregate are subject to Trust approval following review based on evaluative criteria; (6) retail uses related thematically to other permitted uses (including but not limited to sports, marine and entertainment related retail) and art galleries not to exceed 100,000 square feet in the aggregate, with any newly established retail use in excess of 30,000 square feet subject to Trust approval following review based on evaluative criteria; (7) accessory parking for patrons, employees, and visitors; (8) facilities for gymnastics, swimming, tennis, basketball, baseball, soccer and other team and individual sports; (9) children's and family recreation facilities, including but not limited to children's day camps; (10) bowling alley and other recreational facilities for children and families; (11) commercial office use in the Headhouse building, primarily other than on the ground floor; (12) a museum or exhibition space related to historical events, sports, media production facilities, maritime themes, or art (not an existing occupancy); (13) occasional, temporary and rotating exhibition space (not an existing occupancy); (14) ancillary storage, office and support uses incidental to and ordinarily and customarily related directly to the administrative, building maintenance, building repair, and other business operations of Lessee; and (15) existing uses of existing subtenants as of the Execution Date.

Upon the commencement date of the Proposed Final Lease, occupancies are expected to include a mixture comprised predominantly of sports and recreation use (approximately 438,736 square feet), production studios and associated offices (approximately 236,867 square feet), catering space (approximately 73,845 square feet), accessory parking, commercial office use (approximately 26,179 square feet), and retail/restaurant use (approximately 4,802 square feet), as well as marina and vessel docking use that utilizes available in-water areas. At the present time all of the sports and recreation use with the exception of an approximately 53,806 square foot bowling occupancy and the marina use are operated directly by Chelsea Piers, and all of the catering space is operated either directly or through joint ventures by Chelsea Piers. The other occupancies are operated by third party tenants.

The fitness facility d/b/a *The Sports Center at Chelsea Piers* operates a gymnasium as a physical culture establishment (PCE) pursuant to a New York City-approved Special Permit. The most recent 10-year extension of such Special Permit was approved in October 2015 under Board of Standards and Appeals (BSA) #69-95-BZ, retroactive to August 8, 2015, and expiring on August 8, 2025. Application for a further extension is expected.

The Proposed Final Lease establishes a minimum for sports and recreation use at the greater of 330,000 square feet or 37.5% of usable square footage. The Proposed Final Lease contains prohibitions against gambling offices, nightclubs, big box retail, traffic generating ferries, and docked restaurants/party boats. Speed boat and jet ski use that may harm the Park's estuarine sanctuary or conflict with non-motorized boat use are also prohibited. Dredging is tightly restricted consistent with the Act. Included in the Final Proposed Lease also is a requirement that Chelsea Piers staff implement a Traffic and Pedestrian Management Plan for the entire site.

Under the 1994 Lease, Chelsea Piers may use all of the excess development rights generated by the individual zoning lots encompassing the Premises for infill construction, provided there is no change to the height or bulk of the existing pier and Headhouse structures. The Proposed Final Lease places an overall cap of 100,000 square feet on any future infill construction and makes all such additions subject to Trust review and approval, including consideration of potential traffic and environmental impacts, other than (i) small individual changes of up to 2,500 square feet each and 10,000 square feet in the aggregate, (ii) additions above the pier deck level of up to 20,000 square feet in the aggregate, and (iii) new studio space at permissible locations of up to 30,000 square feet in the aggregate. The Proposed Final Lease does not allow for any physical expansion of facilities beyond the existing building envelopes. No transferrable development rights are available to Chelsea Piers under the Proposed Final Lease for sale or use off-Premises; the Trust reserves all such rights to support Park purposes.

IV. Description of Tenant

Tenant under the Final Proposed Lease is, jointly and severally, Chelsea Piers L.P. and North River Operating Company L.P., each a New York limited partnership, having an office at the Pier 62 Headhouse.

Chelsea Piers L.P. owns and operates directly the Chelsea Piers sports and recreation business that includes the Sports Center, Sky Rink, Field House and Golf Club.

North River Operating Company L.P. owns and operates separate business entities responsible for property management, the marina, sound stages and catering/banquet facilities, all at the Premises.

The general partner and 1% owner of both Chelsea Piers L.P. and North River Operating Company L.P. is Chelsea Piers Management Inc., an entity owned entirely by Roland Betts, Tom Bernstein, and David Tewksbury. These three individuals have been the "hands on" active developers and managers of Chelsea Piers since its formation prior to the commencement of the 1994 Lease. The limited partnership owning the balance of Chelsea Piers L.P. and North River Operating Company L.P. consists of the original investors in Chelsea Piers and their families and heirs. Betts, Bernstein and Tewksbury and their families control over half of the limited partnership group.

V. Construction and Repair Obligations

An essential element of the Proposed Final Lease is the requirement that Chelsea Piers undertake and complete the Public Access Improvements. A fundamental purpose of the Public Access Improvements is to enable, facilitate and encourage greater access by the public to, and utilization of, the existing western waterfront pathway. Chelsea Piers envisions that a principal cumulative effect of the Public Access Improvements, once completed, will be to direct pedestrians and joggers away from the sidewalk adjacent to the service road driveway, thereby creating more attractive connections to other areas of the Park to the north and south of the Premises and reducing the potential for conflicts between vehicles and other visitors. The Public Access Improvements have two components, the “Baseline Public Access Improvements” and the “Enhanced Public Access Improvements.”

Under the Proposed Final Lease, Chelsea Piers is required to complete, at its sole cost, “Baseline Public Access Improvements” including (1) an expanded pile supported platform and esplanade abutting and physically integrated with the existing Pier 59 walkway; (2) an enlarged 20-foot-wide entrance portal on the south side of the Pier 59 Headhouse; (3) a new widened concrete pedestrian sidewalk, new lighting, screening of parking stackers, and park wayfinding and graphic signage extending through the Pier 59 Headhouse; (4) relocated seating/benches and/or removal of furniture to widen usable pedestrian passage space on the “Sunset Strip Exterior Walkway” portion of the pedestrian pathway; (5) installation or application of a durable and distinctive surface treatment that provides an easily identifiable and continuous pedestrian pathway from Pier 59 to Pier 62; (6) removal of pedestrian obstructions and modifications to the existing sidewalk adjacent to the service road driveway to improve pedestrian flow; and (7) installation of new wayfinding signage.

Chelsea Piers is further obligated to undertake, generally at the direction of the Trust, the “Enhanced Public Access Improvements” including: (1) installation of pavers or other surface treatments of one or more types similar to those used elsewhere in the Park on the pedestrian pathway extending from Pier 59 to Pier 62; and (2) widening of the exterior entryway abutting the northern portion of the Pier 62 Headhouse. The Trust will determine the feasibility of this work and may elect to modify or eliminate portions of the Enhanced Public Access Improvements. The Trust will allow Chelsea Piers to take a monthly rent credit totaling up to \$3 million over a 7-year period to offset actual costs of the Enhanced Public Access Improvements.

In addition to the Public Access Improvements, Trust staff has negotiated additional lease provisions in response to comments received during the “Significant Action” public review and comment period. The Proposed Final Lease will include commitments by Chelsea Piers to implement measures related to green energy, additional service road and sidewalk improvements, safety measures at garage entry points, and the addition of new bikeshare stations, all in accordance with Chelsea Piers’ letter of May 10, 2022 to Manhattan Community Board 4 (“CB4”). In support of the long term goal of reducing vehicular use on the service road driveway, Chelsea Piers will also commit to new measures to manage and limit parking to commercial necessity only. Additionally, Chelsea Piers and the Trust will implement a planning effort at regular intervals during the term, or upon the occurrence of significant events that

impact traffic, that will analyze both business use at the Premises and traffic patterns on the service road driveway and adjacent Rte 9A. CB4 and New York State and City Departments of Transportation will be invited to participate. The objective of the planning effort will be to take advantage of reduced car and truck use on the service road driveway in order to expand or improve non-vehicular access, such as sidewalk widening. Under the additional lease provision, once Chelsea Piers and the Trust come to agreement on such future public access improvements, the parties must then agree on an equitable cost sharing structure to implement them. The Trust's share of these costs will be credited as a monthly base rent reduction to Chelsea Piers, not to exceed \$500,000 per annum. As the design and costs of the future public access expansion become known, they will be brought before the Board for review and approval before any rent credit is granted to Chelsea Piers.

Chelsea Piers is also required to develop and implement a new signage plan for public facing locations at the Premises. The new signage will identify and promote Chelsea Piers and the permitted uses and present other public information in a manner appropriate to a public park setting.

Chelsea Piers, as a "net" tenant, is obligated to perform all repairs, whether ordinary or extraordinary, structural or non-structural, including those to supporting piles and fender piles, bulkheads, and docks. The piers are supported by approximately 12,200 aged wooden piles, and Chelsea Piers is currently completing a \$100+ million pile repair and replacement project. Upon completion of the project, Chelsea Piers will be required to perform a continuing underwater capital repair program costing approximately \$3.1 million annually.

VI. Term of the Lease

The initial term of the Proposed Final Lease expires on December 31, 2055, or 34 years from January 1st of the first calendar year of the term, notwithstanding that the commencement date of the Proposed Final Lease will likely be four (4) months following lease execution. The Proposed Final Lease is currently anticipated to commence on or about October 1, 2022. The Proposed Final Lease has one renewal option of 10 years expiring on December 31, 2065, or 44 years from January 1st of the first calendar year of the term.

VII. Description of Rent

The Proposed Final Lease identifies five types of rent payable to the Trust: Supplemental Fixed Base Rent, Fixed Base Rent, Percentage Rent, Transaction Rent, and payments in lieu of taxes ("PILOT") rent. The Proposed Final Lease sets forth the manner of payment and amounts of each rent type.

Chelsea Piers will pay as Supplemental Fixed Base Rent an amount equal to the increase in rent as if the Commencement Date had occurred on January 1, 2022. Thus a lump sum equal to the difference between the rent that would have been due under the Proposed Final Lease and the amount actually paid under the 1994 Lease is due upon the Commencement Date.

Fixed Base Rent for the Lease Year starting January 1, 2022 is \$4,406,467 (this is approximately 7.5% greater than Base Rent due under the 1994 Lease). Fixed Base Rent increases every two years starting on January 1, 2024 by the cumulative increase in CPI for the preceding two years, with the CPI change each year not greater than 3.5% or less than 0%. Fixed Base Rent increases, in addition to the CPI increases, are 7.5% for 2032 Lease Year, 10% for 2043 Lease Year, and should Renewal Term take effect, 5% for 2056 Lease Year. Fixed Base Rent is payable monthly.

Percentage Rent is payable at rates increasing from 3% to 5% on those portions of gross revenues exceeding thresholds set at intervals from \$60 million to \$120 million. The amount of payable Percentage Rent is adjusted by a deduction equal to base rent as increased by capped CPI that would have been payable had the 1994 Lease continued to be in effect (\$4,052,530 as of January 1, 2022) less \$3,465,212, which is the base rent payable in the 20th lease year under the 1994 Lease. Percentage Rent is paid on a calendar year basis in May of the following year.

Transaction Rent is set at 2.5% of proceeds, net only for out-of-pocket transaction costs, and is levied on all lease assignments and major subleases.

Chelsea Piers pays a Payment In Lieu of Taxes (PILOT) which is based on what the full real estate taxes of the property would be, as if taxable. PILOT is not payable for the 7,412 square feet of lands under water to the south of Pier 59. Payable PILOT in the Trust's 2022 fiscal year is approximately \$4.47 million. PILOT is payable semiannually upon the same schedule as New York City real estate taxes.

VIII. Significant Action Review and Other Governmental Requirements

Proposed lease agreements of ten or more years are considered "Significant Actions" under the Act, and therefore are subject to public hearing and comment before finalization and subsequent Board review and approval.

The Trust commenced the Significant Action public review process for the Proposed Lease on February 11, 2022. The public notice inviting public review and comment and announcing the scheduling of the public hearing was published on the Trust's website, the *City Record*, the *New York State Register*, the *New York Post*, and *AM New York* and was sent to Community Boards 1, 2 and 4; to the City Planning Commission; to the Hudson River Park Advisory Council; and to local elected officials representing communities neighboring the Park. In addition to the public notice, the Trust also posted on its website the Proposed Lease, an Abstract of the Proposed Lease that summarized the key Proposed Lease Terms, the Chelsea Piers Appraisal Report, and a descriptive PowerPoint presentation to the Waterfront, Parks, and Environment Committee of Manhattan Community Board 4. As permitted by the New York Open Meetings Law that allowed virtual public meetings during the COVID-19 pandemic, the Trust held the virtual public hearing on March 22, 2022 from 4:30 pm to 6:30 pm and 30 persons provided oral comments at the hearing. A stenographer prepared a transcript of the virtual public hearing. The comment period remained open through April 26, 2022 and the Trust received approximately 425 written comments. Representatives of the Trust and Chelsea Piers also attended several meetings held

by Manhattan Community Board 4 and the Hudson River Park Advisory Council that were open to the public in order to answer questions on the Proposed Lease.

Trust staff has prepared the accompanying Response to Comments document that summarizes and responds to all material written and oral comments, which document has been previously shared with the Directors. The above referenced letter from Chelsea Piers to CB4, now included as an exhibit to the Proposed Final Lease, addresses specific issues raised by the comment letters sent by the CB4, the Advisory Council and the local elected officials, and is attached to the Response to Comments document as well. As a result of the public comments, the Proposed Final Lease includes the additional provisions described above in the Construction and Repair Obligations section of this memo.

The Trust staff has determined that executing the Proposed Final Lease for an existing built-out structure for the operation of uses that are currently permitted within the same Premises' footprint is a Type II action exempt from SEQRA review.

The Trust's website at <https://hudsonriverpark.org/locations/chelsea-piers-1-2/> includes the Proposed Lease, Lease Abstract, Appraisal Report, and Response to Comments document.

IX. Requirement under NYSPAL for Disposition of Real Property by Lease

On March 11, 2022, a Notice of Disposition of Real Property by Lease was sent to the New York State ("NYS") Comptroller, the NYS Division of Budget, the NYS Senate Majority Leader, the NYS Assembly Speaker, the NYS Office of General Services and the NYS Authorities Budget Office in accordance with the requirements of New York State Public Authorities Law ("NYSPAL").

The Proposed Final Lease is a negotiated disposition under Section 2897(6)(d) of the NYSPAL, which applies to any real property disposed of by long-term lease or sale if, after determining that a competitive offering is not practicable, the total estimated fair market value is in excess of \$15,000. As the Premises is encumbered with the 1994 Lease until 2043, and because the 1994 Lease contemplates a negotiated lease renewal as described above, disposition by a competitive offering is not practicable at this time.

In accordance with the relevant provisions of NYSPAL, the Trust secured the services of a qualified independent appraiser to determine the fair market value of the Premises based on the terms of the Proposed Final Lease (the "Appraisal"). The Appraisal is posted on the Trust's website and included in the procurement record.

The Appraisal compared the value of rent the Trust would receive under the Proposed Final Lease for its term to 2065 with the value of rent the Trust would otherwise receive under the 1994 Lease to 2043 and, at the expiration of the term of the 1994 Lease, fair market rent under a subsequent lease to 2065. As noted, the property is currently encumbered with the 1994 Lease and, if the Proposed Final Lease is not executed, then the 1994 Lease would continue in force

until 2043. Accordingly, the Appraisal determined that the nominal rent the Trust would receive under the term of the Proposed Final Lease is \$457 million, compared with \$424 million as the rent the Trust would receive under the 1994 Lease to 2043 and fair market rent under a subsequent lease to 2065. On a present value basis that adjusts future cash flows to current 2022 dollars based on expected inflation and risk factors, the Appraisal determined that rent to the Trust under the Proposed Final Lease is \$150 million as compared to \$122 million for the combined term of the 1994 Lease to 2043 and subsequent lease at fair market value to 2065. The Proposed Final Lease yields 8% more value to the Trust on a nominal basis and 23% more value on a present value basis. Thus, the Proposed Final Lease provides greater than fair market value to the Trust over its term for the Premises as encumbered by the 1994 Lease, as well as other benefits that advance the purpose and mission of the Trust as described further below.

The Appraisal did not include the value of PILOT, as it is virtually the same for both the 1994 Lease and the Proposed Final Lease and it is set by the New York City Department of Finance in accordance with applicable law and regulation. Assuming 3% average annual increases, PILOT is estimated at \$398 million over the full term that includes all of 2022 as a lease year.

The Proposed Final Lease is within the mission, purpose and governing statute of the Trust in that it will, among other factors set forth in the HRP Act: (1) enhance the ability of New Yorkers to access and enjoy the Hudson River, (2) increase the quality of life in the adjoining community, (3) boost tourism and stimulate the economy, and (4) help fulfill the plan for the development and operation of Hudson River Park. The purpose of the Proposed Final Lease with Chelsea Piers, a capable, experienced and proven business, is to continue operation of the Premises as a quality mixed-use commercial facility with sports and recreation, production studios, marina and dinner cruises, restaurant and catering, and retail occupancies. The benefits to the public and the Trust are as follows: (i) facilitating the continued operation of a commercial complex widely regarded as a community resource and securing its character as a sports and recreation facility; (ii) achieving significant improvements to the waterfront public access pathway from Pier 59 to Pier 62; (iii) ensuring the long-term maintenance and repair of piles, bulkheads and other Park infrastructure located at the Premises at no direct cost to the public; (iv) offering dinner and sightseeing cruises that put people on the river and create an attraction for the tourist industry; (v) retaining approximately 2,000 part-time and full-time job opportunities including many in the studio and tourist industries that are important to the economy of the City and State; and (vi) generating a substantial source of revenues to the Trust which will help fund the Trust's annual operating expenses, all in furtherance of its statutory mandate under the HRP Act.

Based on the comments received, Trust staff recommends that the Board approve the Proposed Lease with the additional provisions shared with the Directors and described above that would be made part of the executed final lease agreement, referred to in this memo as the Proposed Final Lease.

X. Requested Action

Staff hereby requests that the Board approve and authorize the execution of the Proposed Final Lease between the Hudson River Park Trust and Chelsea Piers for Pier 59, Pier 60, and Pier 61 and connecting Headhouse.

Attachments:

Resolution

Proposed Final Lease

Response to Comments Document

HUDSON RIVER PARK TRUST – Authorization to Enter into Lease Agreement with Chelsea Piers L.P. and North River Operating Company L.P.

RESOLVED, based on the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Directors hereby approve and authorize the execution of the Proposed Final Lease between the Hudson River Park Trust and Chelsea Piers L.P. and North River Operating Company L.P.; and be it further

RESOLVED, that the President or the President’s designee(s) be, and each of them is hereby authorized to take such actions as the President or the President’s designee(s) may deem necessary or appropriate in order to implement the foregoing resolution.

Section 9.3 and Exhibit M and N Insert to HRPT Lease

[Insert to text of lease]

Section 9.3 In addition to the Baseline Public Access Improvements and the Enhanced Public Access Improvements contemplated by Section 9.1, (i) Lessee shall undertake the additional green energy, service road sidewalk improvements, service road driveway improvements, garage entrance improvements, and bikeshare stations installation all in accordance with Lessee's letter of May 10, 2022 to CB4 (a copy of which letter is annexed hereto as Exhibit M), and (ii) Lessor and Lessee shall implement the Eastern Frontage Planning Effort and Lessee shall undertake other measures to limit parking as set forth in Exhibit N annexed hereto.

EXHIBIT M

CHELSEA PIERS

Jeffrey LeFrancois – CB4 Chair

Christine Berthet, CB4 Transportation Chair

Dale Corvino, CB4 Transportation Chair

Maarten deKadt, CB4 Waterfront, Parks & Environment Chair

Leslie Boghosian Murphy, CB4 Waterfront, Parks & Environment Chair

Dear Community Board 4 Leadership,

As you know, we have been actively discussing our proposed new lease with Community Board 4 (“CB4”) since last year. This engagement has gone beyond HRP’s mandatory hearing process and has included additional meetings, site tours and information exchanges. We have in particular been listening carefully to the historical and current concerns of CB4, and others, about the functionality of the pedestrian sidewalk on our eastern frontage and the NYSDOT bicycle lanes located to the east of our premises. We understand your goal and desire to repurpose more of the driveway area for public use. We have also heard community representatives say that HRPT shouldn’t be “locked in” to the current driveway configuration for the life of the new lease.

As we have explained, Chelsea Piers is a very busy complex and it is just not feasible for us to eliminate a driveway lane at this time without severely damaging our existing businesses. But we have been attentive to your concerns and agree that, over the length of the new lease, our goal should be to improve public access on our eastern frontage to the extent practicable. We continue to believe strongly that the significant investment we have pledged to create a more inviting waterfront path will, in its own right, significantly improve the working of the eastern frontage by redirecting pedestrians to the west as the preferred route. However, recognizing that the future may look different, we are now working with HRPT on a new lease provision for periodic reviews of vehicle use at Chelsea Piers with an objective to improve public access at Chelsea Piers and on the eastern frontage road. Under this new provision, should traffic conditions and/or uses at Chelsea Piers change such that the western driveway lane is no longer needed to support operating businesses, Chelsea Piers and HRPT will work together to identify alternatives to expand pedestrian access along the eastern frontage. HRPT has proposed, and we agree, that CB4 should be a participant in these reviews and planning efforts.

Beyond this, we have studied each of the specific requests CB4 has made in its letters dated March 11, 2022 and April 20, 2022 and are very pleased to report that we can commit to implementing most of the requests. In reviewing the responses below, we again ask that you please take notice that they are in addition to the extensive public access improvements already required by the new lease and depicted at www.chelseapiers.com/hrpt. These improvements will serve the purpose of creating a dramatically improved pedestrian and jogger waterfront pathway from 17th St to 22nd St.

The baseline public access improvements include:

- A dramatically enlarged waterfront boardwalk at Pier 59
- New entrance at Pier 59
- New passageway sidewalk and lighting through Pier 59
- Wider Pier 59-Pier 60 pedestrian connection
- Wayfinding signage from Pier 59 to Pier 62

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- Improved waterfront walkway from Pier 59 to Pier 62, new furniture and landscaping
- New crosswalks and lighting through Piers 60 and 61
- And should HRPT decide to approve enhanced public access improvements following its review of specific details:
 - HRP pavers installed on Pier 59 – Pier 62 waterfront walkway
 - Redesigned and enlarged Pier 62 pedestrian entrance
 - Relocated Classic Harbor Lines ticket booth

All of the above work is expected to be completed within 12-36 months of lease commencement.

CB4 Comments/Requests and Chelsea Piers Responses

1. GREEN ENERGY:

CB4 Comments:

At a minimum, MCB4 requests a staggered implementation of level 3 charging stations for all parking spaces. Chelsea Piers will be responsible for further upgraded level stations if/when that is developed (CB4 Transportation Letter 4/20/22).

At a minimum, MCB4 requests ample installation of level 3 electric charging stations with service at cost inside the parking facility (CB4 WPE Letter 3/11/22).

Chelsea Piers Response:

We will be able to accommodate this request. Chelsea Piers will install 8-10 charging stations within one year of lease commencement. If Chelsea Piers determines after the first year of charging station use that there is a demand for additional charging stations, Chelsea Piers will, at a minimum, double the number of on-site EV charging stations. As we expect EV vehicle use to expand in future years, Chelsea Piers will, if it is commercially feasible, continue to increase the number of EV charging stations (unless technological advancements or resource constraints warrant consideration of other options).

CB4 Comments:

Chelsea Piers should also undertake the installation of solar panels to maximize the benefits of their very large roof. We request The Piers seriously plan for full switch to green energy with documented, agreed upon benchmarks. A broad spectrum of alternative energy and energy saving devices should be examined as well (CB4 Transportation Letter 4/20/22).

A broad spectrum of alternative energy and energy saving devices should be examined as well. MCB4 requests that the lease includes energy requirements and carbon offset mitigation. (CB4 WPE Letter 3/11/22).

Chelsea Piers Response:

We agree, and Chelsea Piers will engineer and install an initial solar panel array on the head house/pier roofs. We anticipate that the array will be capable of generating approximately 200 KVA,

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or 6% of our electrical load. Subject to obtaining any required permits, we believe the solar panels will be installed within 36 months of lease commencement. Chelsea Piers will then further explore the feasibility of locating additional solar panels on the sloped roofs of the pier shed buildings with the goal of increasing solar capacity to at least 10% of our current electric load.

Chelsea Piers, over the past 20 years, has regularly updated/installed energy saving devices and equipment. A recent example would be the \$7M+ spent between 2016 and 2022 replacing 100% of the ice rink compressor equipment and the two ice rink refrigeration systems. Annual reduction in ice rink electric consumption is expected to be 35%.

Also, please note that we have participated in the EPA's Green Power Partnership since 2008. This program helps support the development of wind generated electric power in the United States. We have attached a copy of letter submitted by the Environmental Protection Agency to HRPT during the public comment period that describes the program. The EPA letter acknowledges the Chelsea Piers has consistently used wind power for 75-100% of its electricity. *"Since 2008, Chelsea Piers' total annual green power use has increased by 382% from 14.5 billion kilowatt-hours (kWh) to 70 billion kWh in 2020, demonstrating that Chelsea Piers maintains a strong commitment to green power and is helping drive the market for clean energy"* (quote from submitted EPA public comment letter).

We would also like to emphasize that we have agreed to a formal green energy commitment in the new lease – *"to make commercially reasonable efforts to reduce [Chelsea Piers] carbon footprint and greenhouse gas emissions by analyzing and undertaking, as feasible, commercially reasonable measures."* While this provision is new to the lease, it actually reflects Chelsea Piers approach to energy conservation and environmental stewardship for the past 20+ years. We will update HRPT regularly on our on-going efforts to advance these goals and will ask that the information be shared with CB4 upon its request.

2. INNER PEDESTRIAN PATH:

CB4 Comments:

The interior passageway floor surface should be the same material as the park. This will improve the intuitive connectivity with the park's paths (CB4 Transportation Letter 4/20/22).

The very narrow eastern access to Pier 62 where it meets the park entrance should be widened in collaboration with the Trust (CB4 Transportation Letter 4/20/22).

Chelsea Piers Response:

We will incorporate this request into our public access improvement plans. Chelsea Piers is committed to installing and maintaining a new consistent surface treatment that will easily identify the path from Pier 59 to Pier 62 for pedestrians and joggers. Specifics as to whether park-like pavers or other specific surface treatment will be used is to be worked out in cooperation with HRPT in accordance with the lease. Similarly, CP supports the widening at the Pier 62 entrance with details to be worked out in cooperation with HRPT.

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3. SERVICE ROAD

CB4 Comments:

Install raised pedestrian crossing at each garage entrance, to slow down the cars and establish pedestrian priority (CB4 Transportation Letter 4/20/22).

Chelsea Piers Response:

Chelsea Piers is committed to undertaking measures to slow vehicles, enhance safety and establish pedestrian priority at each garage entrance. Please note that currently all vehicles must come to a full stop before crossing the service road sidewalk. Additional measures will include new speed bumps as cars approach the garage exits, restriped safety markings, new signage, and the installation of mirrors. This will improve pedestrian safety where vehicles cross the service road sidewalk. We will also evaluate with our traffic engineer the feasibility of modifying the sidewalk curbs at these locations to widen the sloped sidewalk areas.

We will also have traffic and pedestrian management (i.e., “guest services”) staff stationed at garage entrances whenever the crossings get busy. This is included in the new traffic and pedestrian management plan that is integral to the new lease. Under the new traffic management and pedestrian plan, Chelsea Piers will deploy up to eight (8) guest services staff at pedestrian / vehicular intersection locations during periods of peak site activity. Locations include the entrances to the Pier 59, Pier 60 and Pier 61 garages, the 18th Street and 20th Street crosswalks, and inside Pier 60 and Pier 61 where the improved waterfront walkway passes through.

CB4 Comments:

Add crossing guards at crossings with the Greenway (CB4 Transportation Letter 4/20/22).

Chelsea Piers Response:

As discussed above, guest services staff will be stationed at the 18th and 20th Street crossings during times of peak site activity to regulate pedestrian activity and reduce congestion in the western bikeway reservoir buffer areas. We will also provide a higher level of oversight at 17th Street to monitor vehicles leaving the Premises during peak exiting times to minimize the likelihood of exiting vehicles obstructing the Greenway.

While the traffic and pedestrian management plan expands the number of crossing guards, please know that our commitment to pedestrian safety is long-standing. Chelsea Piers has voluntarily managed the very active 22nd Street crosswalk/Greenway/service road intersection for the past 20 years and, pursuant to the traffic and pedestrian management plan, we will continue to do so for the full term of the new lease.

Chelsea Piers will also be installing protective bollards in both the western and eastern drive lanes at the 20th Street crosswalk which will greatly improve pedestrian safety by creating a “neckdown”. This measure was requested by the Transportation Committee of CB4. Pedestrians will only have to cross a

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single driveway traffic lane rather than three, and guest services staff will be available to assist during busy times.

Lastly, and as you are aware, the Greenway is controlled by NYC DOT signals at the 17th and 22nd St locations which guide and coordinate vehicular and bike traffic at the Greenway intersection. We will work with NYCDOT whenever necessary on light timing and any other modifications to enhance safety at those crossings.

CB4 Comments:

Remove all unused curb cuts. Redesign the remaining curb cuts' width to their specific usage (many of them are only used for refuse disposal) and to comply with federal ADA standards (with a flat top and a shallow incline) (CB4 Transportation Letter 4/20/22).

Chelsea Piers Response:

Chelsea Piers confirms that it will remove the unused curb cuts identified on attached plan. The unused curb cut removal work will take place within 24 months of lease commencement date.

CB4 Comments:

Remove tripping hazards. Install permanent underground electrical conduits to bring power to the various trailers on both sides of the road. Currently, electrical wires and open wire boxes lay on the sidewalks (CB4 Transportation Letter 4/20/22).

Chelsea Piers Response:

As requested, Chelsea Piers will route studio power underground or overhead in order to eliminate the sidewalk obstruction. Chelsea Piers will also remove numerous free-standing signs and steel trash receptacles in order to maximize pedestrian walk space.

CB4 Comments:

Retain existing trees, elongate the tree pits, and cover them with permeable asphalt to allow a wider path (CB4 Transportation Letter 4/20/22).

Chelsea Piers Response:

Chelsea Piers will use permeable asphalt, pavers or a pedestrian-friendly grates at tree pits in order to widen the pedestrian path and protect the existing trees.

CB4 Comments:

Eliminate trailer steps and bus loading – unloading, which significantly encroach on the sidewalk width. Construct permanent facilities inside the parking area to accommodate film activities as is currently done for certain shows (CB4 Transportation Letter 4/20/22).

Chelsea Piers Response:

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The large studio trailers and large buses do not fit in the pier buildings. However, we are researching with studio operators whether the side steps from the large trailers can be replaced with rear steps, thus eliminating the stair encroachment on the sidewalk. If it is not possible to utilize a rear stair, we will ask the studios to lift the stairs when they are not in active use.

Also, in regard to large bus activity we generally require buses to leave the site after dropping off passengers and return no more than 15 minutes before scheduled pick-up time. Further, we will limit the number of passengers congregating on sidewalk during bus activity in order to minimize any encroachment on the sidewalk. The new lease prohibits bus passenger queuing on the sidewalk.

The new lease also prohibits the studios and other businesses from staging deliveries or shipments on the sidewalk, or using the sidewalk to move materials, supplies, and equipment, or parking or driving a vehicle or other motorized equipment on the sidewalk. All goods and equipment movements across the sidewalk must be directly (east-west) into existing garage entrances and service doorways only. We will actively monitor the sidewalk and not allow it to be blocked unnecessarily by commercial activity.

CB4 Comments:

Install at least two bikeshare stations in the eastern parking lane adjacent to the access points to the greenway in addition to the location previously identified in the garage by the fitness center entrance (CB4 Transportation Letter 4/20/22).

Chelsea Piers Response:

As requested, we will install bikeshare stations at Chelsea Piers (subject to CitiBike - Lyft approval). Chelsea Piers and Citi Bike - Lyft have previously identified a location for a bikeshare station just south of the Pier 60 entrance. We will discuss with CitiBike-Lyft the feasibility of locating an additional bikeshare station in the eastern drive lane adjacent to the 20th St crosswalk. As requested by the Transportation Committee of CB4, this will give bicyclists direct access to the Greenway without having to traverse the driveway. Chelsea Piers is also in discussion with Citi Bike-Lyft regarding an additional bikeshare station that might be located inside Pier 60 near the existing bike racks and bike lock-up. The installation of each bikeshare station will require agreement of Citi Bike - Lyft and will be scheduled based on availability of Citi Bike - Lyft bikeshare stations. Given the length of the lease term, Chelsea Piers shall have the right, in its sole discretion, to replace, relocate and/or remove bike share stations should they be underutilized, create safety issues on site, conflict with other on-site activities and site operations or if CitiBike-Lyft is unable to properly service and support.

CB4 Comments:

Expand the sidewalk and add greenery by repurposing the western parking lane. This can be accomplished simply by moving three truck on-street parking spaces on the current center lane and locating the moving traffic lane adjacent to the Greenway (example attached). This would have no impact upon the film/television studios operations. This approach could be piloted with paint and bollards. Eventually a more permanent solution with greenery should be implemented. Such design will

obviate the need to eliminate trailer steps and bus unloading mentioned above and to install electrical

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conduits under the road (CB4 Transportation Letter 4/20/22).

This lease should not be finalized without a commitment to eliminate a vehicle lane and create more pedestrian and park-appropriate space along both the inland and waterside of piers 59-61 headhouse (CB4 WPE Letter 3/11/22).

Chelsea Piers Response:

As discussed above, based on existing business activity and traffic engineer review of actual operating conditions at the Chelsea Piers, it is not possible at this time to eliminate a vehicle lane on the service road. However, Chelsea Piers and HRPT are discussing a new lease provision that will require traffic and pedestrian access reviews at specified-intervals during the term of the proposed lease, and an evaluation of whether pedestrian access expansion alternatives can be implemented.

4. EQUITY/SCHOLARSHIP:

CB4 Comments:

We request that Chelsea Piers—working with local non-profits, senior centers, and schools—develop new programs and expand existing programs such as the CPSF to make its amenities more widely available to residents of Chelsea and Hell’s Kitchen (CB4 Transportation Letter 4/20/22).

MCB4 also recognizes the willingness of the Piers to increase the scholarship funding to the community for access to the sports facilities. MCB4 looks forward to that additional scholarship funding. However, as expressed by numerous Community Board Members, the sports complex price point for those not eligible for scholarships remains too high (CB4 WPE Letter 3/11/22).

Chelsea Piers Response:

Chelsea Piers has been providing scholarship support to local kids for the past 25 years. As an example, during 2019, our last full year of normal operations (pre-covid), the two scholarship funds granted 673 scholarships – sending local kids to 250 weeks of summer camp and supporting 528 participants in after school or competitive gymnastics, soccer, ice hockey, and figure skating.

Chelsea Piers has requested that the two independent CP scholarship funds that we support, build stronger connections to Chelsea youth groups and provide more CB4 kids with scholarship support.

The two scholarship funds have indicated a willingness to accommodate this request (this item cannot be in lease because the two scholarship funds are independent not-for-profit entities and not under the control of Chelsea Piers). Both CP scholarship funds are dedicated to providing financial support to underserved youth who wish to participate in sports – both competitive and recreational. Over the last 25 years, the two funds have granted 10,400 scholarships with \$5.3M in grants awarded. Chelsea Piers has played a pivotal role in funding and fundraising for the funds.

Chelsea Piers has also been an ongoing supporter of many NYC based not-for-profit groups which provide services to all types of NYC residents in need. Many of these organizations submitted letters supporting the lease extension as part of the public comment process. We have attached a few of these letters to illustrate Chelsea Piers long-term commitment to support those in need in our local communities.

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It is also worth noting that Chelsea Piers has been providing different types of free access and free programming to the local community for the past 25 years. Local residents have enjoyed free annual holiday skating shows, fitness classes in the park and at other westside locations, Halloween events, and free ice skating in the summer.

5. LENGTH OF LEASE:

CB4 Comments:

MCB4 is concerned by the length of the lease. The desire to end its current lease and engage in another, raises questions about why Chelsea Piers expects a lease outside of the banking standard of 25 or 30 years (CB4 WPE Letter 3/11/22).

Chelsea Piers Response:

The longer lease term is required to support the long-term capital debt that supported the initial CP development and has allowed for significant, ongoing reinvestment in the pier buildings, facilities and the 12,000 piles that make up the pier foundation (\$80m in pile repair work in last 10 years). This requires periodic refinancing of capital debt that is only possible with a longer lease term.

Chelsea Piers has agreed to be in regular dialogue with CB4 throughout the term of the lease. Under the new lease, Chelsea Piers will participate in annual consultations with CB4 to identify and address issues that may arise during the term. In addition, the new lease provision discussed above will provide CB4 with an opportunity to participate in periodic traffic reviews and public access planning efforts.

6. PARKING SPACES:

CB4 Comments:

The availability of 350 parking spaces is a large use of space, especially with the approach of congestion pricing and the potential reduction of vehicular traffic. That space should be better used to improve pedestrian passage and provide alternatives to what are now curbside services enabling the elimination of a lane outside the pier (CB4 WPE Letter 3/11/22).

Chelsea Piers Response:

The 300+ parking spaces within the piers support four large and active businesses that bring more than 4 million visits to the Chelsea Piers every year.

- Sports & Recreation (5 large sport venues) – mostly pick-up/drop-off
- Dinner & Charter Cruises (15+ vessels)
- Banquet and Events (1,000 + events a year)
- Studios (three large production facilities)

The Dinner & Charter Cruise, Banquet & Events, and Studio uses are the economic drivers that enable

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us to operate the largest and best run private multi-sport & recreation facility in New York City. During peak times, the drop-off/pick-up, parking, delivery and service vehicle needs of Chelsea Piers businesses fully utilize all available on-site parking and circulation capacity. While this may change in the future, there is currently no excess capacity in the garages or driveways to devote to alternative uses.

7. WAYFINDING SIGNAGE:

CB4 Comments:

Signage at the passageway entrance must explicitly show that the passage is public. Mention of the Trust on the signage should be included (CB4 Transportation Letter 4/20/22).

MCB4 appreciates the concept of new wayfinding signage. However, it felt that the samples shown were too small to be read by bikers and runners and it lacked a consistent pleasing quality. MCB4 requests that the signage also be used to keep runners, bikers and pedestrians out of each other's way (CB4 WPE Letter 3/11/22).

Chelsea Piers Response:

Chelsea Piers wayfinding signage will be similar to park signage, indicate that passage is public, and lettering will be large enough to be easily read. This is consistent with Lease requirements for public access improvements and signage. HRPT will review and approve the wayfinding signage.

We thank the Community Board for their keen interest in the Chelsea Piers lease as well as their dedication to creating a better experience for local residents and all New Yorkers. We hope that with these responses, we can alleviate concerns surrounding the approval of the new Chelsea Piers – Hudson River Park Trust lease. We look forward to making substantial public access improvements at Chelsea Piers and continuing to be a special place for New York City residents.

Sincerely,



David Tewksbury

CC: Hon. Brad Hoylman, New York State Senate
Hon. Richard Gottfried, New York State Assembly
Hon. Erik Bottcher, New York City Council
Hon. Mark Levine, Manhattan Borough President
Representative Jerry Nadler, United States Congress
Noreen Doyle, President, Hudson River Park Trust

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460**



In 2008, Chelsea Piers joined the U.S. Environmental Protection Agency's (EPA's) Green Power Partnership – a voluntary program that provides assistance and recognition to organizations that demonstrate environmental leadership by choosing to use green power.

From the beginning, Chelsea Piers has consistently used wind power for 75-100 percent of its electricity, which far exceeds minimum program benchmarks. Since 2008, Chelsea Piers' total annual Partner green power use has increased by 382 percent from 14.5 billion kilowatt-hours (kWh) to 70 billion kWh in 2020, demonstrating that Chelsea Piers maintains a strong commitment to green power and is helping drive the market for clean energy.

As of today, Chelsea Piers is a part of group of more than 700 leading organizations from across the country using green power to protect human health and the environment. Chelsea Piers' green power use is equivalent to more than 1,400 homes' annual electricity use. See the images below for a graphical representation of Chelsea Piers' green power usage over the years.

EPA applauds Chelsea Piers for its leadership position in the green power marketplace. Chelsea Piers is an excellent example for other organizations in reducing greenhouse gas emissions through green power investment and use

Please see attached images from EPA's website demonstrating all facts stated in this letter about Chelsea Piers' green power use.

Partner Profile Viewer

Selection Bar - Click here to select a Partner's profile.

Clear

Chelsea Piers

Location

New York, NY

Industry

Recreation

Partnership Agreement Signed

10/7/2008

Period of Reported Green Power Use

1/1/2021 - 12/31/2021

Collection Year: Last Data Report

2/15/2022

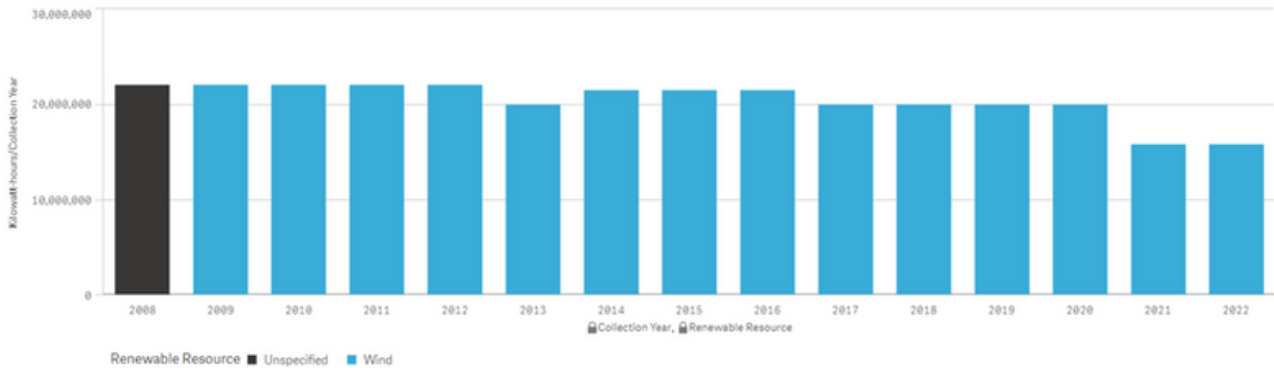
Sustainability Website

<http://www.chelseapiers.com/green/>

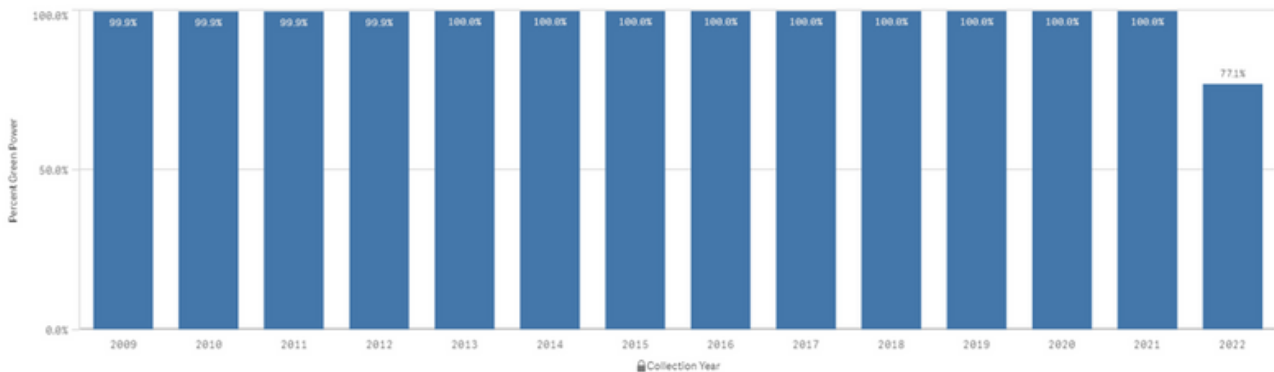
Profile

Chelsea Piers has made a commitment to environmental best practices, including: the purchase of energy from renewable resources; reduced consumption of energy and water; use of healthful and sustainable indoor and outdoor materials; proper supply chain management to ensure we are working with eco-friendly partners and vendors; and effective recycling strategies to minimize our carbon footprint. Sustainable practices are an integral part of our business operations. Our commitment to environmental responsibility is consistent with our commitment to providing a clean, safe, friendly and fun destination for all of our visitors and customers.

Green Power Use by Renewable Resource



Green Power Percentage of Electricity Use





March 8, 2022

Hudson River Park Trust
Pier 40
353 West Street, Room 201
New York, NY 10014
Attn: Robert Nguyen

Cc: State Senator Hoylman, Council Member Bottcher, Assembly Member Gottfried, Representative Nadler, Borough President Levine

Dear Sirs:

As the Founder and President of FeedingNYC, we're writing to share our wholehearted support for the Chelsea Piers lease renewal.

On November 23, 2021, FeedingNYC celebrated 20 years of hand-delivering almost 90,000 boxes with all the ingredients for a Thanksgiving meal to food-insecure families. Our network of volunteers unites to raise funds to buy, assemble and deliver these meals throughout the five boroughs. For the past 17 years, our base of operations for our meal-packing and distribution event (the Tuesday before Thanksgiving) has taken place in the expansive ballrooms of Pier Sixty at Chelsea Piers.

The entire team at Chelsea Piers has been incredibly supportive over the years, including personal donations from the employees and matching funds from Pier Sixty and Chelsea Piers management. It's also important to note that we would be hard pressed to find another location that would make this massive undertaking possible. We could never feed as many families as we do without having easy access for our trucks to deliver the food, and plenty of space for our 500 volunteers to pack the Thanksgiving boxes.

In 2021, we fed 8,000 families in shelters, including families that live in the area around Chelsea Piers. Our partners include shelters, Women in Need, Salvation Army, Voice of America and many others. We project that we will serve 10,000 families in 2022. Chelsea Piers is a life-partner for FeedingNYC – we are deeply appreciative of their commitment to supporting our mission of helping feed the NYC communities where we work, live and play.

Thank you for your consideration. We look forward to being able to serve our community with this important Chelsea Piers-based program for years to come.

Sincerely,

Rob LoCascio, Founder

A handwritten signature in blue ink, appearing to read "Connie LoCascio". The signature is fluid and cursive, written over a light blue horizontal line.

Connie LoCascio , President

50 Belton Rd., Babylon, NY 11702; feedingnyc.org

March 10, 2022

Hudson River Park Trust
Pier 40
353 West Street, Room 201
New York, NY 10014
Attn: Robert Nguyen

Cc: State Senator Hoylman, Council Member Bottcher, Assembly Member Gottfried, Representative Nadler, Borough President Levine

Dear Sirs:

On behalf of First Tee – Metropolitan New York, we are writing to share our support for Chelsea Piers as they seek a new lease which will ensure that they continue their mission of service and support for NYC youth.

My name is Matt Rawitzer, Executive Director of First Tee – Metropolitan New York (FTMNY). FTMNY is a 501(c)(3) nonprofit serving NYC and the Tri-state area. First Tee is a youth development organization that enables kids to build the strength of character that empowers them through a lifetime of new challenges, with a particular focus on underserved and minority communities. By seamlessly integrating the game of golf with a life skills curriculum, we create active learning experiences that build inner strength, self-confidence, and resilience that kids can carry to everything they do.

In partnership for 15 years, Chelsea Piers has supported FTMNY programs extensively in that time through both facility and financial grant support. Providing access to state-of-the-art sports and classroom facilities, particularly in terms of golf/driving range, to 2,000+ NYC youth our organization has been able to further our mission extensively. Through their support, we have been able to establish positive growth in our programs, as well as develop new support through hosting fundraising events and community gatherings.

Chelsea Piers provides our students with a world-class learning experience and environment they would not otherwise have access to. Thanks to their long-term support, some the most underrepresented communities in NYC gain further access to safe and healthy sports facilities.

We wholeheartedly support the Hudson River Park Trust's decision to provide Chelsea Piers with a new long term lease.

Sincerely,



Matt Rawitzer

Executive Director



Founder and CEO

Sharon Cohen

Board of Directors

Tina Lundgren

Chair

Angela Thompson

Julianne Wagner

Co-Vice Chairs

Dawn Hu

Treasurer

Mary Anne Guediguian

Secretary

Singleton Beato

Sharon Cohen

Tina R. Davis

Brian Egger

Ross Greenburg

Min Huss

William L. King, M.D., P.C.

Susan Kittenplan

Ellen Lowey

Candace Matthews

Courtney Oliver

Maria Weaver

Tamara Tunie

Chair Emerita

Honorary

Board of Directors

Tai Babilonia

Dick Button

Dorothy Hamill

Scott Hamilton

Sarah Hughes

Advisory Board

Timothy Goebel, *Chair*

Tanith Belbin White

Dr. Mary Schmidt Campbell

Annie Goodman

Emily Hughes

Lucinda Knuth

Bernadette Longford

Evan Lysacek

Dr. Adrienne Phillips

Lynn Plage

Rhonda Ross

Sherrie Smith

Stacey Tisdale

March 8, 2022

Dear Sir/Madam:

We are writing you to voice our support for Chelsea Piers as they seek a new lease which will ensure that they continue their mission of service and support for NYC youths.

Figure Skating in Harlem is an acclaimed organization that provides girls of color with access to the sport of figure skating combined with the power of education to build empowered leaders. Founded in 1997, we've helped thousands of girls of color grow in confidence, leadership, and academic achievement. Most recently, we won the 2021 *IOC's Women and Sport Award for the Americas* for promoting gender equity and inclusion.

For more than 20 years, Chelsea Piers has played a key role in creating opportunities on the ice for the girls in our program. Our synchronized skating teams practice weekly at Chelsea Piers and have the benefit of other space in the venue for their off-ice conditioning. This opportunity has allowed them to return to the world of competition – as the only teams of color in the country. They recently won bronze medals at competitions in Lake Placid, NY and Hershey, PA. Chelsea Piers has also provided dozens of scholarships for our students to attend their Summer Skating Camp.

We are incredibly fortunate to have Chelsea Piers as a valuable partner. They are critical in helping organizations like ours provide life changing opportunities. Without their facilities being available to the community, we simply would not be able fulfill our mission and impact so many young lives. We wholeheartedly support the Hudson River Park Trust's decision to provide Chelsea Piers with a new long-term lease.

Sincerely,

Sharon Cohen
Founder and CEO

Figure Skating in Harlem is a 501 (c) not-for-profit organization, and all contributions are tax-deductible. No goods or services were provided in return.
Figure Skating in Harlem, Inc.'s Federal Tax ID# is 13-3945168.



Hudson River Park Trust
Pier 40
353 West Street, Room 201
New York, NY 10014
Attn: Robert Nguyen

Cc: State Senator Hoylman, Council Member Bottcher, Assembly Member Gottfried, Representative Nadler, Borough President Levine

Dear HRPT and Elected Officials:

We are writing you to voice our support for the Chelsea Piers lease renewal, and to confirm that we are excited to work in partnership with community groups to expand our outreach to underserved children who live in Community Board 4.

As the Chairman of the Board and Executive Director of the Chelsea Piers Scholarship Fund (CPSF), a 501 (C) 3 that has been serving New York City youth since 1996, we take very seriously our mission of making sports accessible to underserved communities, especially in the Chelsea neighborhood. Our goal in the coming years is to improve and grow the pipeline of reaching deserving children who live in the surrounding area, with particular focus on the Fulton Houses.

By providing scholarships to underprivileged children, CPSF helps to improve the lives of scholarship fund recipients by introducing kids to sports instruction they would otherwise not be able to easily access. Organized sports open the door to lessons in integrity, community, teamwork, respect, confidence, perseverance, and personal responsibility. Furthermore, when young children participate in sports, this helps create lifelong habits for health and wellness.

For the past 25 years, Chelsea Piers has provided \$50,000 every year in funding for the Scholarship Fund, for a total of \$1.25M. They also play a pivotal role in our fundraising efforts. To date, we have awarded over 3,000 scholarships worth over \$2.75M, approximately 15% of whom reside here, in our backyard. Chelsea Piers also underwrites the cost of all of our staff and administration. In short, without the active support that Chelsea Piers provides for us, we simply could not exist.



We wholeheartedly support the Hudson River Park Trust's decision to provide Chelsea Piers with a new long-term lease, and look forward to providing more scholarships in the years ahead.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Dreyfuss", written over a faint circular stamp.

Jessica Dreyfuss
Chairman of the Board
Chelsea Piers Scholarship Fund

A handwritten signature in blue ink, appearing to read "Deborah Gleicher", written in a cursive style.

Deborah Gleicher
Executive Director
Chelsea Piers Scholarship Fund

SKY RINK YOUTH SCHOLARSHIP FUND

c/o Chelsea Piers
Pier 61
West 23rd Street & Hudson River
New York, New York 10011

March 10, 2022

Hudson River Park Trust
Pier 40
353 West Street, Room 201
New York, NY 10014
Attn: Robert Nguyen

Cc: State Senator Hoylman, Council Member Bottcher, Assembly Member Gottfried, Representative Nadler, Borough President Levine

Dear Sirs:

I am writing to express my strong support for Chelsea Piers and its lease renewal, as proposed, with the Hudson River Park Trust.

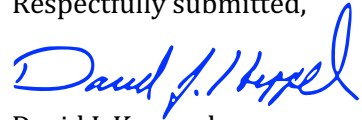
By way of background, I am the President of the Sky Rink Youth Scholarship Fund (SRYSF), a 501(c)(3) not-for-profit corporation whose sole purpose is to provide financial support to children who wish to participate in youth hockey and figure skating programs at Sky Rink. I am also writing as a long-time participant in the Sky Rink adult ice hockey leagues, as well as youth hockey leagues, where my three children learned to skate and play competitive hockey, and therefore have first-hand knowledge of how Chelsea Piers operates as a business.

Over the years, Chelsea Piers has demonstrated a strong commitment to providing financial support for NYC youths to participate in recreational athletic programs that they would not be able to enjoy without financial aid, and to receive higher level and more frequent training if they are on a competitive track. This is accomplished through two scholarship funds, including SRYSF, which was established in 1991. The SRYSF has granted almost 3,000 scholarships (totaling \$2,600,000) since 1994. This year, approximately 135 children will receive scholarships, which allow them to participate in hockey and figure skating programs at Chelsea Piers. These ice sports foster important life values, including commitment, dedication, hard work, trust and teamwork. Involvement in ice skating programs, both recreational and competitive, provides many children with a balanced athletic and social environment.

As someone who navigates the Chelsea Piers property as a hockey player, I can speak with great enthusiasm for the planned improvements to the pedestrian walkways that connect the north and south entrances to the Piers. Eliminating bottlenecks and creating clear pathways with view corridors to the scenic and protected waterfront route makes a lot of sense. I look forward to seeing these improvements implemented as soon as the lease is finalized.

I'm sure you will receive many letters of support for Chelsea Piers. I'm proud to add my letter of support both personally and in my role at the Sky Rink Youth Scholarship Fund.

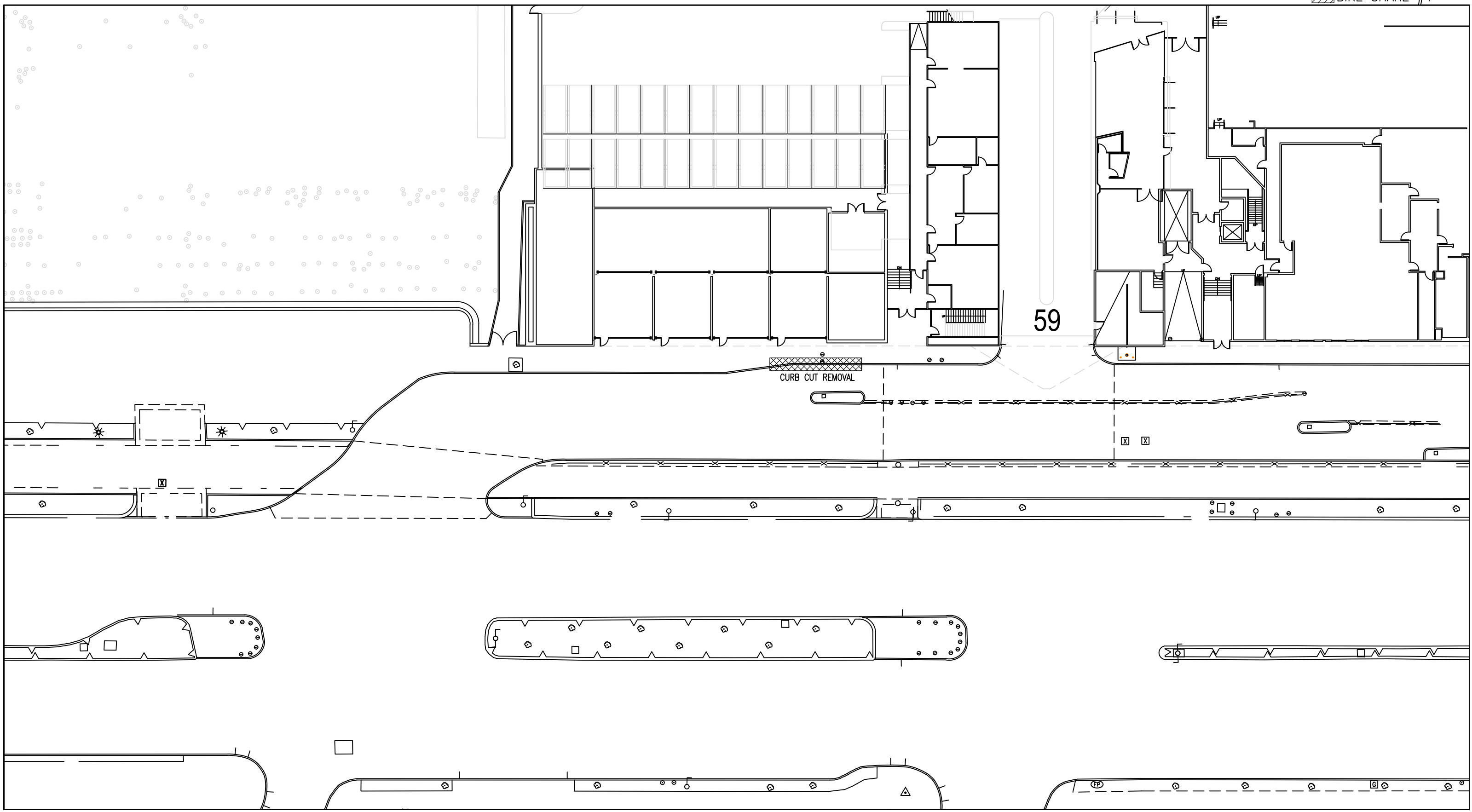
Respectfully submitted,

A handwritten signature in blue ink that reads "David J. Koepfel". The signature is written in a cursive style with a large, looping initial "D".

David J. Koepfel
President,
Sky Rink Youth Scholarship Fund

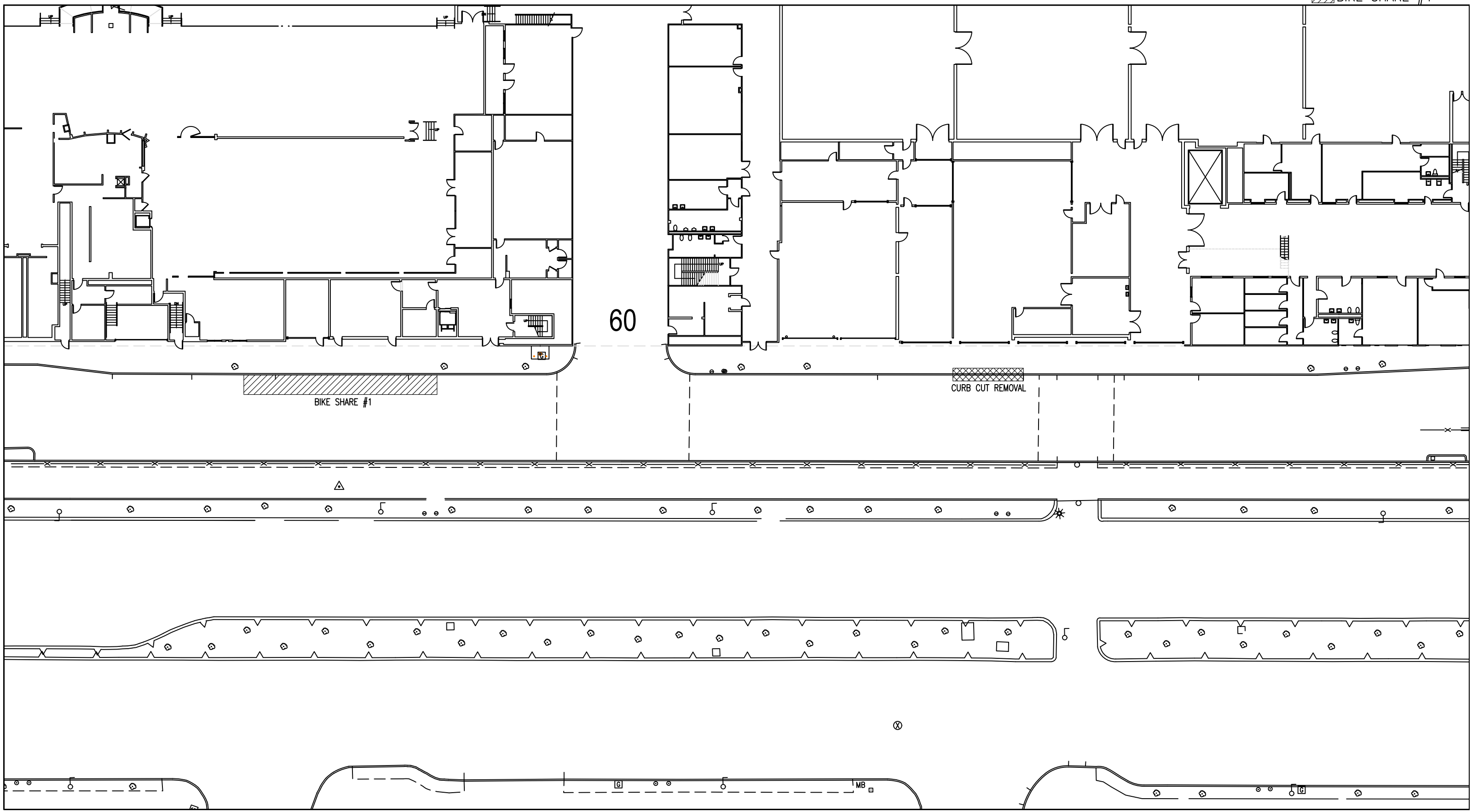
CHELSEA PIERS - EAST SERVICE ROAD - PIER 59

▣ CURB CUT REMOVAL
▨ BIKE SHARE #1



CHELSEA PIERS - EAST SERVICE ROAD - PIER 60

- ▣ CURB CUT REMOVAL
- ▨ BIKE SHARE #1



CHELSEA PIERS - EAST SERVICE ROAD - PIER 61 & 62

- CURB CUT REMOVAL
- BIKE SHARE #1

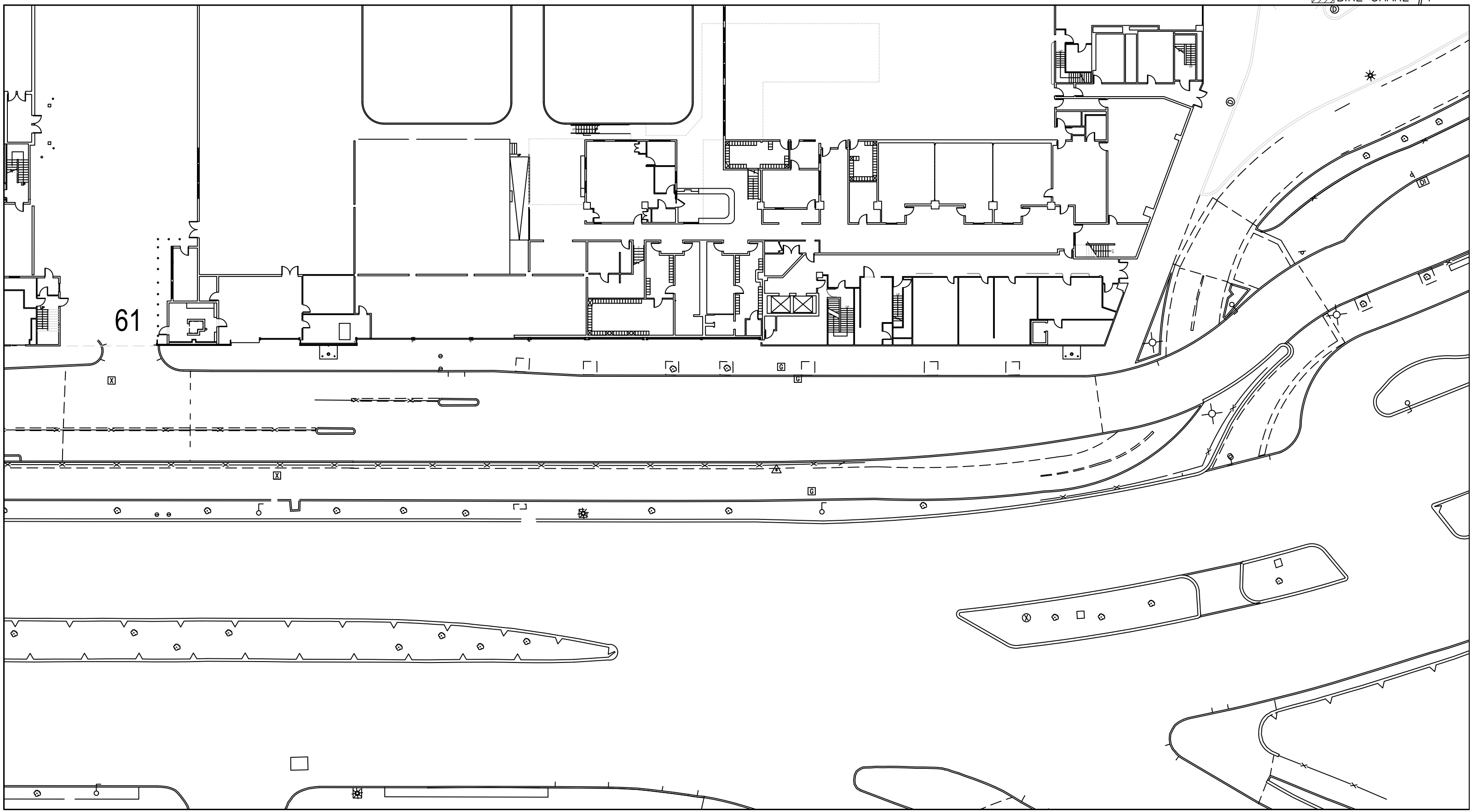


EXHIBIT N

1. Lessee and Lessor confirm and acknowledge that an essential element of this Lease is the requirement of Article IX of this Lease that Lessee undertake and complete improvements to the Public Access Areas including the Baseline Public Access Improvements and the Enhanced Public Access Improvements. A fundamental objective of the Public Access Improvements is to enable, facilitate and encourage greater access by the public to and utilization of the waterfront bordering the Premises. The Public Access Improvements include an expanded Pier 59 platform and an expanded and enhanced entrance at the south end of the Pier 59 headhouse; a widened and re-imagined interior walkway through the Premises with improved paving, lighting and signage and connections to the waterfront perimeter of the Premises; and a range of concomitant improvements to make the waterfront perimeter of the Premises more inviting, accessible and enjoyable. Lessee and Lessor envision that a cumulative effect of the Public Access Improvements will be to reduce pedestrian and jogger use of the Service Road Sidewalks to transit from the Premises to the Park at the north and at the south ends of the Premises.

2. At the same time, Lessee and Lessor agree that an important common objective of the parties is to reduce vehicular traffic use of the existing three lane roadway located to the east of the Service Road Sidewalks (the “Premises Roadway”) and thereby create opportunities for expanded public pedestrian circulation and access, all to the extent practicable and consistent with the operational needs of Lessee. Lessor acknowledges and agrees that such expansion of public pedestrian circulation and access shall not be undertaken in a manner that is not mutually agreed by Lessee and Lessor as set forth herein or that causes a material adverse impact to Lessee’s existing and reasonably anticipated permissible use of the Premises or causes Lessee to bear an unreasonable cost.

3. Lessee shall, in good faith, provide reasonable cooperation and participate with Lessor and such third-parties that Lessor may designate (and which such third-parties may agree to participate), including, but not limited to, Manhattan Community Board 4 and New York City and New York State departments of transportation, in periodic planning efforts to analyze current and anticipated vehicular traffic conditions on the Premises Roadway and evaluate potential vehicular traffic reduction strategies and public pedestrian access expansion alternatives (each such periodic planning effort, an “Eastern Frontage Planning Effort”).

4. Each Eastern Frontage Planning Effort shall include, but not be limited to, consideration of off-site traffic improvements implemented or planned by the City and State departments of transportation that affect the Premises, the manner and extent to which Public Access Improvements undertaken by Lessee are being utilized, the extent to which Public Access Improvements have accomplished the objective of re-orienting pedestrians and joggers toward the waterfront thereby reducing pedestrian and jogger use of the Service Road Sidewalks (and what further enhancements of the Public Access Improvements could increase the effectiveness of the improvements in this regard), patterns and trends of Park use and Lessee’s business use, traffic patterns on the adjacent portions of Rte 9A, and the approximate costs of implementing

the identified public pedestrian access expansion alternatives. If and to the extent that Lessee and Lessor each elect to employ the services of traffic engineers or other third-party professionals in connection with its participation in an Eastern Frontage Planning Effort, then each party shall be solely responsible for its respective costs.

5. The initial Eastern Frontage Planning Effort shall commence at the earlier of (a) five years after the substantial completion of the Public Access Improvements undertaken by Lessee, and (b) the end of the seventh (7th) Lease Year. Subsequent Eastern Frontage Planning Efforts, shall commence every ten (10) years after the completion of the prior Eastern Frontage Planning Effort, or upon such other dates as Lessee and Lessor may agree. Lessor and Lessee shall make reasonable efforts to conclude each Eastern Frontage Planning Effort within six (6) months of initiation.

6. Upon the earlier to occur of the completion of an Eastern Frontage Planning Effort or a Significant Change Event (as defined herein), Lessor and Lessee shall each provide reasonable cooperation and consult in good faith to mutually determine whether one or more of the public pedestrian access expansion alternatives identified in the course of the applicable Eastern Frontage Planning Effort may be implemented and the schedule for construction work in connection therewith. In making such mutual determination, Lessor and Lessee shall each exercise reasonable and good faith judgement to evaluate and determine whether such implementation is warranted and feasible given the criteria set forth herein, including with particularity that there shall be no material adverse impact on Lessee's existing and reasonably anticipated permissible use of the Premises and the common objective of the parties for further public access improvements. Lessor agrees that the construction cost of implementing the selected public pedestrian access expansion alternatives shall be reasonable, and that such cost shall be equitably apportioned by mutual agreement between Lessor and Lessee in a manner that does not create an unreasonable financial burden on Lessee. Lessee agrees that Lessor's apportioned cost share of construction (to the extent that such construction is performed and paid in the first instance by Lessee) shall be recognized as a Fixed Base Rent credit granted to Lessee in equal monthly installments with an annual amount not to exceed five hundred thousand dollars (\$500,000) for each Lease Year during the period of such credit.

7. For the purposes set forth herein, a "Significant Change Event" shall be defined as (i) the imposition of any rule or regulation by a Governmental Authority, or any technological or consumer behavior change affecting vehicular traffic use generally, the cumulative effect of which is likely to cause a material and permanent reduction in the volume of vehicular traffic that enters the Premises Roadway, (ii) a significant off-site change to Rte 9A, inclusive of the bikeway, undertaken by a Governmental Authority, (iii) one or more change in Lessee's use of the Premises that is likely to extend for all or most of the remainder of the Term, the cumulative effect of which is likely to materially reduce the volume of vehicular traffic that enters the Premises Roadway, or (iv) any other event or change upon which Lessor and Lessor may mutually agree.

8. In addition, to help realize Lessor's and Lessee's common objective to reduce traffic on the Premises Roadway to the extent practicable and consistent with the operational needs of Lessee

and its Occupants, Lessee agrees that, upon the Commencement Date and thereafter throughout the Term, it shall limit parking on the Premises Roadway to that parking for which there is no commercially reasonable and practical alternative and shall direct vehicles seeking parking to interior garage areas to the maximum extent both feasible and practicable.

9. Lessor acknowledges and agrees that Lessee shall be under no obligation to implement and bear the cost of any specific public Premises Roadway pedestrian access expansion alternatives except as mutually agreed by Lessor and Lessee, each acting reasonably and in good faith, as set forth herein.

For Consideration
May 19, 2022

To: The Directors

From: Noreen Doyle

Re: Authorization to Enter into a Contract with Prestige Stone & Pavers Corp. for
Parkwide Unit Paving Restoration

I. Contract Summary

Contractor: Prestige Stone & Pavers Corp
Proposed Work: Parkwide Unit Paving Restoration
Contract Number: C5540
Approval Amount: Base Contract Amount of \$1,000,000 plus 10% contingency for a Total Board
Authorization Amount of up to \$1,100,000

II. Background

The various types of unit pavers on Hudson River Park's esplanade and pathways require periodic capital maintenance to address conditions resulting from heavy usage, exposure to weather, and age. Recent inspections indicate the need to address broken precast concrete pavers on pathways at and near Piers 62, 63, and 64, as well as utility box covers in the Tribeca portion of the Park that must be reset. Repair or replacement of other pavers may also be needed to ensure public safety. The Hudson River Park Trust ("Trust") thus requires a contractor to perform necessary paver restoration work throughout Hudson River Park on an as-needed basis.

III. Procurement

In accordance with the Trust's Procurement Guidelines, an advertisement for a Request for Proposals ("RFP") for Parkwide Unit Pavers Restoration was published in the New York State Contract Reporter and on the Trust's website on April 7, 2022. The Trust received five proposals on the submission deadline of April 28, 2022.

A selection committee comprised of Trust staff reviewed the submissions and evaluated each according to the identified selection criteria in the RFP, including the respondents' experience in providing similar services, quality of management, favorable history and qualifications of the proposed subcontractors; the quality of the submitted proposal; the proposed fee and cost schedule; and utilization of M/WBE certified firms. After evaluating proposals, the selection committee interviewed Prestige Stone & Pavers Corp. ("Prestige").

Based on the submitted proposals and follow-up interview, Trust staff has identified Prestige as the highest ranked proposer, which also offered the lowest fee proposal for the most commonly needed pavers. Prestige is a well-established company that specializes in the installation of stone, decorative pavers, and masonry work. Prestige has completed projects throughout New York City, including for

Battery Park City Authority, New York City Department of Parks and Recreation, and New York City Department of Design and Construction. Prestige has successfully completed previous paving work for the Trust, including unit paver restoration work that occurred in 2019.

Prestige is a NYS-Certified Minority-and-Woman-Owned Business. Prestige will make good faith efforts to meet the 6% SDVOB goal for this contract.

The Trust will complete a responsibility determination and evaluation of financial capacity prior to entering into the contract, which would have a three-year term.

IV. Funding

Funding for this contract has been identified through the capital maintenance portion of the Trust's annual operating budget.

V. Requested Action

The Trust staff requests authorization by the Board of Directors to enter into a contract with Prestige Stone & Pavers Corp. for Parkwide Unit Paver Restoration in the amount of \$1,000,000 plus a 10% contingency for a Total Board Authorization Amount of up to \$1,100,000.

Attachment:
Resolution

HUDSON RIVER PARK TRUST - Authorization to Contract with Prestige Stone & Pavers Corp for Parkwide Unit Pavers Restoration for a Total Board Authorization Amount of up to \$1,100,000

RESOLVED, based upon the materials presented to the Board of Directors at its meeting of May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Board hereby authorizes the Hudson River Park Trust to contract with Prestige Stone & Pavers Corp. for Parkwide Unit Pavers Restoration for a three-year term in the amount of \$1,000,000 plus a 10% contingency for a Total Board Authorization Amount of up to \$1,100,000; and be it further

RESOLVED, that the President or the President's designee(s) be, and each of them is hereby authorized to take such actions as the President or the President's designee(s) may deem necessary or appropriate in order to implement the forgoing resolution.

For Consideration
May 19, 2022

To: Board of Directors

From: Noreen Doyle

Re.: Ratification and Approval of Contract with Dima Productions, LLC for Blues BBQ Festival Event Production Services

I. Contract Summary

Contractor: Dima Productions, LLC
Proposed Work: Blues BBQ Festival Event Production Services
Contract Number: G6080
Authorized Amount: \$955,603 over Five-Year Contract Period

II. Background

The Blues BBQ Festival, which was launched by the Hudson River Park Trust (“Trust”) in 1999, is the longest running free blues festival in the New York region. The event has become a signature element of Hudson River Park’s summer events calendar and is very popular. The Trust has historically hired an events production company to produce the event, inclusive of identifying and contracting with the talent.

After the expiration of the contract term with the Festival’s previous event producer in 2021, staff prepared a Request for Proposals (“RFP”) seeking an events production company to support the Trust’s goal of continuing this popular public program. This year’s Blues BBQ Festival will take place in-person at Hudson River Park’s Pier 76 on Saturday, August 13.

III. Procurement

In accordance with the Trust’s Procurement Guidelines, an advertisement for the RFP for Blues BBQ Festival Event Production Services was published in the New York State Contract Reporter and posted on the Trust’s website on November 24, 2021. The Trust received two proposals on the submission deadline of January 6, 2022 from Dima Productions, LLC (“Dima”) and Worldcast Live, Inc.

Trust staff reviewed the two submissions and evaluated each respondent based on the criteria set forth in the RFP, including: quality of respondent’s proposal, successful prior experience managing similar events, proposed fee schedule, references and reputation, sponsorship plans and goals, M/WBE utilization, and demonstrated prior experience and success working with Hudson River Park, New York State and/ or New York City governmental clients.

Trust staff determined that Dima was the most qualified of the two respondents and that Dima

offered a fee and cost proposal that is fair, reasonable and aligns with standard industry rates, and thus presents the “best value” to the Trust. Dima has successfully performed work for the Trust at past Blues BBQ Festivals and has extensive experience in managing concert production, talent negotiation and event execution. Dima has effectively managed full scale event production, including but not limited to booking talent and hospitality, hiring and managing vendors and security, setting up sound, staging, lighting systems and equipment, and securing required permits for other public events, including but not limited to the Seaport Music Festival, Coney Island Music Festival, Modern Sky, New York Comedy Festival and Outpost Social. As such, Dima is very familiar with the types of event production services required to successfully execute the Blues BBQ Festival. Further, Dima has established relationships with food and beverage vendors that are sufficiently robust, relevant and critical for the success of this contract and event.

Dima is a New York State certified woman-owned business enterprise, and thus supports the Trust’s MWBE goals. Due to a lack of SDVOB subcontracting opportunities, Trust staff has waived the six percent SDVOB requirement. Trust staff performed a responsibility determination for Dima, including its legal authority, integrity and past performance. The review did not yield any adverse information.

In order to secure talent and reserve the equipment necessary for this year’s event, the Trust executed the contract for a term of one year with four one-year renewal options and issued a Notice to Proceed for the first year of service at a contract amount not to exceed \$178,000. The decision to extend the contract for each of the four additional years is at the Trust’s discretion. Trust staff thus seeks ratification of the contract by the Board of Directors and approval for a total contract amount over the five-year period of \$955,603.

IV. Funding

Funding would be available from the Trust’s Operating Budget as approved by the Board of Directors each year.

V. Requested Action

Trust staff seeks ratification and approval by the Board of Directors of the contract with Dima Productions, LLC for Blues BBQ Festival Event Production Services for a period of up to five years in a contract amount not to exceed \$955,603.

Attachment:
Resolution

HUDSON RIVER PARK TRUST – Ratification and Approval of Contract with Dima Productions, LLC for Blues BBQ Festival Event Production Services

RESOLVED, based upon the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Board hereby ratifies and approves the contract with Dima Productions, LLC for Blues BBQ Festival Event Production Services for a period of up to five years in a contract amount not to exceed \$955,603; and be it further

RESOLVED, that the President or the President’s designee(s) be, and each of them is hereby authorized to take such actions as the President or the President’s designee(s) may deem necessary or appropriate in order to implement the foregoing resolution.

For Consideration
May 19, 2022

To: Board of Directors

From: Noreen Doyle

Re.: Authorization to Contract with Carson Worldwide, LLC for SUBMERGE Marine Science Festival Event Production Services

I. Contract Summary

Contractor: Carson Worldwide, LLC
Proposed Work: SUBMERGE Marine Science Festival Event Production Services
Contract Number: G6530
Authorized Amount: \$800,960 over Five-Year Contract Period

II. Background

The SUBMERGE Marine Science Festival is a free public festival dedicated to celebrating coastal waters through hands-on science. This signature educational event is core to Hudson River Park's mission to promote awareness and stewardship of the Hudson River and the Park's Estuarine Sanctuary, and brings together science exhibitors, talent, research vessels, food vendors and other relevant family vendors for a free, day-long public event targeting children, students and their families.

The Hudson River Park Trust ("Trust") recruits the science exhibitors (approximately 40-50) from groups including local universities and colleges, environmental non-profits, government agencies, and research institutions to share, demonstrate and discuss marine science at the festival. Given the scale of the event, staff has identified a need for an external events coordinator to support the event's successful production inclusive of stage rental, managing sound equipment, coordinating delivery and set-up/break-down of the booths and displays used by each of the 40-50 participating vendors, and other production matters.

III. Procurement

In accordance with the Trust's Procurement Guidelines, an advertisement for a Request for Proposals ("RFP") for SUBMERGE Marine Science Festival Event Production Services was published in the New York State Contract Reporter and posted on the Trust's website on November 24, 2021; however, the RFP failed because only one response was received on the submission due date. The Trust thereafter released a new RFP as a "Discretionary Procurement" for MWBE and SDVOB certified firms, which was published in the New York State Contract Reporter and posted on the Trust's website on February 22, 2022. The Trust received three proposals on the submission deadline of March 16, 2022 from Carson Worldwide, LLC ("Carson"), Simply Nia Designs, and Worldcast Live, Inc.

A Selection Committee comprised of staff from the Public Programs, River Project and Legal Departments met to review the responses and then evaluated each respondent based on the criteria set forth in the RFP, including quality of respondents' examples of prior work, successful prior experience managing similar events, proposed fee schedule, references and reputation, and demonstrated prior experience and success working with Hudson River Park and New York State and New York City governmental clients.

The Selection Committee determined that Carson was the most qualified of the three respondents and that Carson offered a fee and cost proposal that is fair, reasonable and aligns with standard industry rates and thus presents the "best value" to the Trust. Carson has extensive experience managing cultural and educational event production, and specifically managing events with many exhibitors. Carson has successfully managed full scale event production, including but not limited to managing volunteers and exhibitors, booking talent and hospitality, hiring and managing vendors and security, setting up sound, staging, lighting systems and equipment, and securing required permits for other public events, including but not limited to The Oyster Festival, New York City IFTAR(s), the Novant Health Welcome Back Festival and various large-scale outdoor festivals for the Coalition of Asian Pacific Americans. As such, Carson is very familiar with the types of event production services required to successfully execute the SUBMERGE Marine Science Festival. Further, as a New York State certified minority-owned business enterprise, working with Carson would successfully meet the Trust's M/WBE goals for this procurement.

Accordingly, Trust staff recommends awarding a contract to Carson for one year in the amount of \$150,000 with four one-year renewal options, for a total contract amount of up to \$800,960 over the five-year period.

IV. Funding

Funding would be available from the Trust's Operating Budget as approved by the Board of Directors each year.

V. Requested Action

Trust staff seeks approval by the Board of Directors to contract with Carson Worldwide, LLC for SUBMERGE Marine Science Festival Event Production Services for a period of up to five years in a contract amount not to exceed \$800,960.

Attachment:
Resolution

HUDSON RIVER PARK TRUST – Authorization to Contract with Carson Worldwide, LLC for SUBMERGE Marine Science Festival Event Production Services

RESOLVED, based upon the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Board hereby approves the contract with Carson Worldwide, LLC for SUBMERGE Marine Science Festival Event Production Services for a period of up to five years in a contract amount not to exceed \$800,960; and be it further

RESOLVED, that the President or the President’s designee(s) be, and each of them is hereby authorized to take such actions as the President or the President’s designee(s) may deem necessary or appropriate in order to implement the foregoing resolution.

For Consideration
May 19, 2022

To: Board of Directors

From: Noreen Doyle

Re.: Authorization to Contract with AKRF, Inc. for Environmental Consultation Services for Tribeca Habitat Enhancement Monitoring

I. Contract Summary

Contractor: AKRF, Inc.
Proposed Work: Environmental Consultation Services for Tribeca Habitat Enhancement Monitoring
Contract Number: F5242; NYS Contract No. C005242
Authorized Amount: \$1,034,273 over Five-Year Contract Period

II. Background

At its March 25, 2021 meeting, the Hudson River Park Trust (“Trust”) Board of Directors (“Board”) approved a list of on-call environmental consulting service firms that could provide services related to the preparation of environmental permit applications, environmental impact assessments, environmental monitoring and compliance, and conduct specialized environmental planning activities. The Board authorized the Trust to enter into contracts with any of the approved environmental consulting service firms for term(s) up to five years on an as-needed basis, subject to the Board approving any individual contract or contract amendment exceeding \$200,000.

As a core part of its mission, the Trust conducts science, stewardship and educational activities related to its responsibilities under the Hudson River Park Act pursuant to the Park’s Estuarine Sanctuary. Through its River Project team, staff works to monitor the estuary ecosystem and communicate its health to the community at large, and to advance knowledge of the Sanctuary’s local wildlife, river health and habitat enhancement through research, extensive programming, and other methods.

In 2021, the Trust installed over 200 enhancement structures in Hudson River Park’s Estuarine Sanctuary waters between Piers 26 and 34 as part of the Tribeca Habitat Enhancement Project (the “Tribeca Project”). The various enhancement structures including biohuts, textured concrete pile encasements, reef balls, pile wraps and gabions were designed to increase the Sanctuary’s oyster population and provide varied habitat options for benthic, epibenthic and mobile species. Prior to installing the structures, baseline monitoring was conducted, and the Trust has committed to conduct additional research through an annual monitoring program designed to measure the effects of the enhancement structures and the changes over time in estuarine communities and conditions that may result from their deployment.

The Trust prepared a request for quotes seeking a consultant to perform the required Tribeca Project monitoring scope through sampling, analysis and reporting on: (A) oyster health and performance; (B) benthic and epibenthic community utilization; and (C) mobile species community utilization and water quality. The solicitation was sent to all of the environmental consulting firms on the Board-approved on-call list.

Based on the two responses received, staff found AKRF, Inc.'s proposed pricing, team composition inclusive of subconsultants from academic and research institutions and its experience with similar projects to be the submission providing best value for the Trust. Trust staff thus recommends entering into a contract with AKRF, Inc. for a five-year term for the identified monitoring scope in a contract amount of up to \$1,034,273.

Because the subcontractors for the monitoring work are all academic and research institutions, the Trust will need to seek a waiver of the 30% M/WBE goal with the Governor's Office and will also issue a waiver of the 6% SDVOB goal before entering into the contract. The Trust will also complete a responsibility determination and evaluation of financial capacity prior to entering into the contract.

III. Funding

Funding for this contract is available from a New York State Department of Environmental Conservation grant. This contract will be filed with the Office of State Comptroller.

IV. Requested Action

Trust staff seeks approval by the Board to contract with AKRF, Inc. for Environmental Consultation Services for Tribeca Habitat Enhancement Monitoring for a period of up to five years in a contract amount not to exceed \$1,034,273.

Attachment:
Resolution

HUDSON RIVER PARK TRUST – Authorization to Contract with AKRF, Inc. for Environmental Consultation Services for Tribeca Habitat Enhancement Monitoring

RESOLVED, based upon the materials presented to the Board of Directors at its meeting on May 19, 2022, a copy of which is ordered filed with the records of the Hudson River Park Trust, the Board hereby approves the contract with AKRF, Inc. for Environmental Consultation Services for Habitat Enhancement Monitoring for a period of up to five years in a contract amount not to exceed \$1,034,273; and be it further

RESOLVED, that the President or the President’s designee(s) be, and each of them is hereby authorized to take such actions as the President or the President’s designee(s) may deem necessary or appropriate in order to implement the foregoing resolution.