MINUTES

The following members of the Board of Directors were present:

Alicia Glen – Chair
Margaret Anadu
Peter Aschkenasy
Steven Cohen
Henry Gutman
Shari Hyman
Kyle Kimball
Stephen Levin
Stephen Merkel
David Offensend
Zeeshan Ott
Joanne Witty

Also present was the staff of Brooklyn Bridge Park (“BBP”), the Mayor’s Office, the New York City Department of Parks and Recreation, the New York City Economic Development Corporation, the New York City Law Department and members of the press and public.

Chair Glen called the meeting to order at approximately 11:10am. Suma Mandel, Secretary and General Counsel of BBP, served as secretary of the duly constituted meeting and confirmed that a quorum was present.

Prior to proceeding with the agenda items, Chair Glen introduced and welcomed Ptahra Jeppe, who was expected to be appointed to the Board to replace outgoing Director Strahle.

1. Approval of Minutes

Upon motion duly made and seconded, the minutes of the November 11, 2014 Board of Directors meeting were unanimously approved.

2. Authorization to Enter into Agreements relating to Park Construction

Patricia Kirshner, BBP’s Vice President of Capital Operations, presented the item.

In response to questions regarding repairs to Squibb Park Bridge, Ms. Kirshner and Ms. Myer stated that the Park was focused on safely restoring an important and vital connection to the Park as soon as possible and that BBP was continuing to investigate what caused the misalignment and intended...
to pursue recovery of these costs from any responsible parties. Director Cohen expressed the importance of ensuring that the BBP was doing everything it could do to recover the funds that it was spending from remediation. Ms. Mandel confirmed that BBP was doing so. Chair Glen added that BBP was working to open the bridge and simultaneously exercising any of its rights under the various insurance and other claims. In response to additional questions, Ms. Myer and Ms. Kirshner also advised that all repairs would be approved by engineers and the appropriate authorities to ensure the safety of the bridge before it is reopened, that the bridge monitoring data used to create the plan for repair would also help determine the cause of the misalignment, and that there would be a third party report on the cause of the misalignment. Ms. Myer stated that BBP would consider publicly releasing this report, but did not want to compromise BBP’s ability to recover repair costs in litigation.

Upon motion duly made and seconded, the resolutions attached hereto as Schedule A were unanimously adopted.

3. **Authorization to Enter into Agreements relating to Maritime Repairs**

Ms. Kirshner presented the item. Upon motion duly made and seconded, the resolutions attached hereto as Schedule B were unanimously adopted.

4. **Recommendation of the Brooklyn Bridge Park Community Advisory Council (“CAC”) to Appoint New Members**

Chair Glen tabled the item pending further evaluation of the request.

5. **Approval of Appointments to the Budget and Operations Committee**

Chair Glen requested approval of her appointment of Director Aschkenasy as Chair and Director Ott as a member of the Budget and Operations Committee. Upon motion duly made and seconded, the Chair’s appointments were unanimously adopted.

6. **Presentation of the President’s Report (Non-Voting Item)**

Ms. Myer then updated the Board on the Park’s progress, including: (i) development sites construction; (ii) the Pier 6 uplands development RFP; (iii) the loop road traffic pilot program; (iv) ongoing litigation; (v) Squibb Bridge; (vi) Park construction; (vii) three recent CAC resolutions, which were distributed to Directors prior to the meeting; (viii) Park programming and operations; and (ix) the upcoming fifth anniversary of the Pier 1. Ms. Myer also recognized three founding members of the CAC who had recently stepped down and thanked them for their years of service: Ben Bankson, Peter Flemming and T.K. Small.

In response to a request from Director Levin for a motion on one of the CAC resolutions which called for the halt of construction on the Pier 1 and Pier 6 development sites, Chair Glen explained that the Chair, in consultation with management, had determined that the resolutions would be included with the director materials for information purposes but would not be the subject of a vote. In response to a question from Director Ott regarding the process for adding voting items to the agenda, Chair Glen
reiterated that all agenda items are considered prior to the Board meeting by the Chair in consultation with BBP management.

7. **Public Comment**

Members of the public spoke, including representatives of the Brooklyn Bridge Park Conservancy, the CAC, People for Green Space Foundation Inc., Save the View Now, the PS 8 PTA, Build Up NYC, the DUMBO Neighborhood Alliance, and the Atlantic Avenue LDC.

8. **Adjournment**

There being no further business, Chair Glen requested a motion to adjourn the meeting, and upon the motion being duly made and seconded, the meeting was adjourned at approximately 12:20 PM.

Respectfully submitted,

/\s/ Suma Mandel
Suma Mandel
Secretary

Dated: June 11, 2015
AUTHORIZATION TO ENTER INTO AGREEMENTS RELATING TO PARK CONSTRUCTION, AND
AUTHORIZATION TO TAKE RELATED ACTIONS

BE IT RESOLVED, that Brooklyn Bridge Park Corporation ("BBP") is hereby authorized to enter into the
capital construction agreements described on Exhibit A attached hereto; and be it further

RESOLVED, that the President of BBP, or her designee(s), be, and each of them hereby is, authorized and
directed, in the name and on behalf of BBP, to execute and deliver any and all documents and take all
such actions as the President of BBP or her designee(s) may deem necessary or proper to effectuate the
foregoing and in connection with the implementation of the work pursuant to the agreements.

*     *     *
### Exhibit A
PARK CONSTRUCTION AGREEMENTS

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Project Site</th>
<th>Agreement/Amendment</th>
<th>Requested Authorization Amount</th>
<th>Source of Funds</th>
<th>Total Amount under New Agreement</th>
<th>Description of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russo Development Enterprises</td>
<td>Pier 5 Uplands</td>
<td>New Contract</td>
<td>$521,870, inclusive of a $68,070 contingency</td>
<td>Capital Budget</td>
<td>$521,870</td>
<td>General construction services for the demolition services for Building 56. The services to be provided will include the provision and management of any subcontractor trade work. Russo Development will perform utility disconnection, site clearance and demolition, and restore the site to a level, at-grade surface.</td>
</tr>
<tr>
<td>Michael Van Valkenburgh Associates, Inc.</td>
<td>Pier 3, Pier 2 Uplands, Joralemon St.</td>
<td>Amendment</td>
<td>$2,300,531, inclusive of a 15% contingency</td>
<td>Capital Budget</td>
<td>$32,750,707</td>
<td>The scope of services includes work performed by MVVA and their sub-consultants for geotechnical, electrical, and civil engineering at Pier 3 design and Construction administration, Pier 2 Uplands, Old Dock Street, and Pearl Street, Joralemon and other on-call services.</td>
</tr>
<tr>
<td>AKRF, Inc.</td>
<td>Pier 5 Uplands</td>
<td>Amendment</td>
<td>$147,000</td>
<td>Capital Budget</td>
<td>$3,718,263</td>
<td>Additional scope of services to include the provision of environmental consulting related to the Pier 5 Uplands project for archaeological and Stormwater Pollution Prevention Plans (SWPPP).</td>
</tr>
<tr>
<td>Company</td>
<td>Project</td>
<td>Amendment</td>
<td>Budget Type</td>
<td>Amount</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Stalco Construction, Inc.</td>
<td>Plymouth Street Building</td>
<td>Amendment</td>
<td>Capital Budget</td>
<td>$799,356</td>
<td>Additional scope include asbestos abatement, extended general condition costs caused by an extension to the schedule, brick remediation works after the demolition of the paint shed, miscellaneous utility relocations, miscellaneous design development, the Conservancy Community Room Fit out and the provision of a new material lift.</td>
<td></td>
</tr>
<tr>
<td>Kelco Construction Inc.</td>
<td>Squibb Park Bridge</td>
<td>Amendment</td>
<td>Capital Maintenance Reserve</td>
<td>$7,211,718</td>
<td>Additional scope for remediation of Squibb Bridge to correct certain conditions that require modification and restore the Bridge to proper operating condition. The amended scope includes engineering, peer review, surveying, labor, materials and equipment to restore the Bridge and allow pedestrian use. It also includes continued ongoing monitoring, cost management, and coordination services.</td>
<td></td>
</tr>
<tr>
<td>Atlantic Engineering Laboratories of New York, Inc.</td>
<td>Parkwide</td>
<td>New Contract</td>
<td>Capital Budget</td>
<td>$206,250</td>
<td>Third party inspection services including concrete, structural steel and other DOB required inspections. The inspection services include maintaining accurate written and photographic records of all tests and inspections, and providing reports and data for all materials tested and inspected.</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**                                      |                                    |                           |                                      | $4,656,118 |                                                                                                                                                                                                                      |

**Notes:**

* Support for the Capital Budget comes from existing capital grants from New York City allocated in Fiscal Years 2014 and 2015

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1 Revised as marked to correct clerical error
AUTHORIZATION TO ENTER INTO AGREEMENTS RELATING TO MARITIME REPAIRS, AND AUTHORIZATION TO TAKE RELATED ACTIONS

BE IT RESOLVED, that Brooklyn Bridge Park Corporation ("BBP") is hereby authorized to enter into the agreements described on Exhibit A attached hereto; and be it further

RESOLVED, that the President of BBP, or her designee(s), be, and each of them hereby is, authorized and directed, in the name and on behalf of BBP, to execute and deliver any and all documents and take all such actions as the President of BBP or her designee(s) may deem necessary or proper to effectuate the foregoing and in connection with the implementation of the work pursuant to the agreements.

*     *     *

Schedule B

February 26, 2015
<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Project Site</th>
<th>Agreement/Amendment</th>
<th>Requested Authorization Amount</th>
<th>Source of Funds</th>
<th>Total Amount under New Agreement</th>
<th>Description of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phoenix Marine</td>
<td>Pier 1 Bulkhead, Wharf 1-2</td>
<td>New Contract</td>
<td>$3,164,927 inclusive of a $412,817 contingency</td>
<td>Maritime Reserve</td>
<td>$3,164,927</td>
<td>Planned emergency repairs to south and north faces of Pier 1 bulkhead, filing washouts and related repairs. Rehabilitation of wharf bulkhead between Piers 2 and 3, including new concrete fascia, repairing joints and spall repairs.</td>
</tr>
<tr>
<td>Reicon Group, LLC</td>
<td>Pier 6 Bulkhead</td>
<td>New Contract</td>
<td>$1,677,968 inclusive of a $218,865 contingency</td>
<td>Maritime Reserve</td>
<td>$1,677,968</td>
<td>Planned emergency repair to the bulkhead under pier 6, including new concrete fascia, rip rap scour protection, and cathodic protection.</td>
</tr>
<tr>
<td>D’Onofrio General Contractors Corp.</td>
<td>Pier 3 Piles</td>
<td>Amendment</td>
<td>Increase of $4,787,450, inclusive of an additional $200,000 owner’s allowance and $624,450 contingency</td>
<td>Maritime Reserve</td>
<td>$13,431,085</td>
<td>Additional Scope to the pile repair program of Pier 3 to bring the pier to a capacity to support additional deck loads for the topside park design.</td>
</tr>
<tr>
<td>Special Testing &amp; Consulting, LLC</td>
<td>Parkwide</td>
<td>New Contract</td>
<td>$282,084</td>
<td>Maritime Reserve</td>
<td>$282,084</td>
<td>Third party inspection services including concrete, structural steel and other DOB required inspections. The inspection services include maintaining accurate written and photographic records of all tests and inspections, and providing reports and data for all materials tested and inspected.</td>
</tr>
</tbody>
</table>

TOTAL $9,912,429

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2 Revised as marked to correct a clerical error