

## **PIER 57**

### **Responses to Comments Received During Significant Action Process for the Proposed Amendment to the Lease between Hudson River Park Trust and Super P57 LLC**

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#### **A. OVERVIEW**

On July 2, 2018, pursuant to the Significant Action process mandated by the Hudson River Park Act (as amended, the “Act”), the Hudson River Park Trust (“Trust”) issued a public notice (the “Notice”) inviting public review and comment regarding the proposed lease amendment between Hudson River Park Trust and Super P57 LLC. The Amendment modifies certain of the minimum and maximum square footages associated with certain of the Permitted Uses, and the permissible locations of certain uses. It allows for a reduction in the amount of retail space and an increase in the amount of office space. It also creates a new requirement for a Public Viewing Area on the ground floor of the finger pier, which is known as “Pier Shed Level 1,” and includes additional requirements for cultural, educational and entertainment uses including with respect to their locations and operations. In addition, the Amendment increases the amount of rent that would be paid to the Trust.

In accordance with the Act’s requirements, the Notice was published in the following places: the Trust’s website; the City Record Online; the New York State Reporter; the New York Post; Chelsea Now and the Villager. Additionally, and as required by the Act, the Notice was circulated to Manhattan Community Boards 1, 2 and 4; to the City Planning Commission; to the Hudson River Park Advisory Council; to local elected officials representing communities neighboring the Park; and to other interested community leaders, neighbors, partners and organizations. The Trust made a variety of documents related to the proposed Lease Amendment available on its website. As required under the Significant Action process, the Trust held a public hearing on August 1, 2018 at 6:30 pm at Starrett-Lehigh Building, 601 West 26th Street, New York, New York. The Trust’s comment period remained open through September 7, 2018.

At the August 1, 2018 public hearing, five members of the public spoke. In addition, the Trust received two written comment letters during the public comment period.

#### **B. LIST OF COMMENTERS**

##### **Oral Comments Made at August 1, 2018 Public Hearing:**

1. Sierra Club NYC Chapter – Warren Berger (Berger)
2. Lowell Kern – 1<sup>st</sup> Vice Chair of Community Board 4, Co-Chair of the Waterfront Parks and Environment Committee (Kern)
3. Friends of the Earth - Ted Dawson (Dawson)
4. Clean Air Campaign - Marcy Benstock, Executive Director (Benstock)
5. Judith Frost (Frost)

##### **Written Comments:**

1. Manhattan Community Board 4 – Burt Lazarin, Chair; Maarten de Kadt, Co-Chair Waterfront, Parks & Environment Committee; Lowell Kern, Co-Chair Waterfront, Parks & Environment Committee; written comment dated July 31, 2018 (MCB4)
2. Siegrid Raible – written comment dated August 7, 2018 (Raible)

## **C. SUMMARY OF COMMENTS AND RESPONSES**

### **The Proposed Lease Amendment**

**Comment 1:** Manhattan Community Board 4 supports the redesign plan. At its full Board meeting on July 25, 2018, following a presentation made to MCB4 by the Trust and the Pier 57 development team on July 12, 2018, MCB4 ratified the Committee’s support with 29 in favor, 0 against, 0 abstaining and 0 present/not eligible to vote. (MCB4)

**Response:** Comment noted.

**Comment 2:** MCB4 requests that the Trust continue to provide updates with regard to any future plans for the water taxi at Pier 57. Further, RXR and Google should explore the idea to add a public information kiosk to the Pier, the purpose of which would be to provide information about Hudson River Park and local community events. (MCB4)

**Response:** The Trust will consult with MCB4 regarding the potential construction and operation of a water taxi at Pier 57 before any final decisions are made. Further, limited digital signage within the pier will include the capability to display community information along with information on CEE or other public events at Pier 57.

**Comment 3:** I am the Co-Chair of MCB4’s Waterfront Parks and Environment Committee and First Vice Chair of Community Board 4 and I have actually seen this presentation twice. Personally and on behalf of Community Board 4, I believe the lease amendment should be approved. Manhattan Community Board 4, unanimously approved the redesign proposed for the Lease amendment. (Kern)

**Response:** Comment noted.

**Comment 4:** There should not be an increase in private for-profit “office space” development in the Park because of the very fact that it is a public park built on publicly owned land. The Hudson River Park is a public park, similar to Central Park or Prospect Park that has no commercial office space. Parkland is there for the public to enjoy, not for large privately owned industry to profit. It feels like the whole Hudson waterfront is being converted into a mall for recreational, office and commercial purposes, and we are forgetting that the river is something to be preserved - and the best way to do it is to let it remain, simply, the River. If funding is needed for up-keep of the Park, the Trust can look to the established private owners of property along the river who benefit from views and who most enjoy the Park, or the Trust can create a conservancy like the Central Park Conservancy. (Raible, Frost)

**Response:** Commercial development is already permitted at Pier 57 under the Hudson River Park Act, and the Trust conducted a lengthy public process including a previous Significant Action process, inclusive of a public comment period between December 17, 2015 and February 16, 2016 before entering into the Lease with Super P57LLC on March 31, 2016. The currently proposed

Lease Amendment would not increase the overall amount of commercial development that could occur at Pier 57. As this comment relates to the original approval of the Pier 57 Lease Agreement and amendment to the General Project Plan, we direct the commenters to the March 28, 2016 Response to Comments posted on the Trust's website. The Trust further notes that the uses provided for in the original Lease and the proposed Lease amendment are consistent with the permitted uses for the Hudson River Park under the Act.

**Comment 5:** There is no need for the State to take on completely avoidable risks by issuing leases that encourage development at the worst possible location, in and over the river. There are alternatives to land-based locations that would not put office workers and others at risk. (Berger)

**Response:** See Response to Comment No. 4.

### **Funding**

**Comment 5:** If Federal, State, or local funding is to be used to develop this project in any way, I am against it. There is a far greater need to fund our public transit systems which are in desperate need of modernization. (Raible)

**Response:** See the Response to Comment No. 4. In addition, under the Lease Agreement, Super P57 LLC, the tenant, is responsible for funding and restoring the building and making other investments in the property and identified adjacent park areas in addition to paying rent to the Trust to support the operations and care of the Hudson River Park. Consequently, Federal, State and local funding is not being used for the development of Pier 57.

**Comment 6:** When the next storm visits New York City, who will foot the bill for the cleanup of this development. Taxpayer money should not be used for the cleanup of privately owned businesses. (Raible, Frost, Benstock)

**Response:** See the Response to Comment No. 4. The Lease Agreement requires Super P57 LLC to have adequate insurance coverage, including Flood Insurance. The Lease Agreement is posted on the Trust's website.

**Comment 7:** The Trust keeps saying it needs more revenue to complete the Park. It is time to reassess the underlying premise behind the Trust's claims that it is good to keep funding and promote the evermore costly site creation and site preparation in the River so that countless people can be put in harm's way offshore. The Hudson River should remain a free-flowing river. (Benstock)

**Response:** Pier 57 is an existing building and is listed on the State and National Registers of Historic Places. The redevelopment of Pier 57, including the potential to affect the environment including the Hudson River, was thoroughly addressed in an Environmental Impact Statement ("EIS") issued in February 2013. The EIS, State Environmental Quality Review Act ("SEQRA") Findings Statement and relevant Technical Memoranda continue to be available on the Trust's website. See also Response to Comment No. 4.

### **Environmental Impact**

**Comment 8:** The new Pier 57 sits on a nationally important Hudson marine habitat, which will endanger the fisheries of the River. Among the many intrusions are the increased tides of the promenade and the work needed on Pier 57. The project would facilitate the misuse of the critical

habitat in the nearshore waters of the Hudson River. The national importance of the rich, productive nearshore habitat, that includes the Pier 57 site, was established in the *Sierra Club vs. US Army Corps of Engineers* lawsuit, which helped defeat the Westway Highway and Hudson River Development Project. The landmark Federal Court decision in that case helped explain why preserving the marine habitat in the River for coastal fisheries is so essential today. The Hudson should be a free-flowing river. Natural aquatic habitat can sustain themselves in the River forever, but only if man stops putting things into essential habitats like the lower Hudson and starts taking things out of the water instead. (Berger, Dawson, Benstock)

**Response:** See the Response to Comment Nos. 4 and 7. As noted in Technical Memorandum No. 3, prepared under SEQRA and posted on the Trust's website, the proposed modifications addressed in the Lease amendment do not involve any new in-water or excavation work. If this comment is referring to the original Lease, as noted in the March 2016 Response to Comments, the project was the subject of an Environmental Impact Statement under SEQRA that found the project would not result in significant adverse impacts to natural resources. Both the U.S. Army Corps of Engineers and New York State Department of Environmental Conservation have issued permits for the in-water work and thus the construction that is currently ongoing is in compliance with applicable environmental laws.

**Comment 9:** The development of Pier 57 for office, retail and other non-water dependent uses would be hazardous to the people and property because this section of the Hudson River is located in a designated hurricane evacuation zone. New development in high-risk, damage-prone coastal locations should be discontinued. With seawaters rising, we should not be developing in the Hudson River. (Berger, Benstock, Frost, Raible)

**Response:** See Responses to Comments Nos. 4 and 6. In addition, responses to comments raised about potential damage due to weather and climate change are also provided in the March 2016 Response to Comments document available on the Trust's website at Section E.

**Comment 10:** Since up to 8,000 people are expected to use the Pier 57 office, retail space and other amenities - the increase in traffic for workers and visitors will contribute to increased air pollution as cars flood the neighborhood. The project will create traffic congestion. The traffic and pollution cannot be mitigated with traffic agents or other standard fixes. (Dawson, Benstock)

**Response:** As discussed in Technical Memorandum No. 3, the proposed Lease Amendment would result in less daily visitors and overall transportation demand to Pier 57 as compared to the analysis conducted for the original Lease Agreement currently in effect. To the extent this comment is referring to the original Lease Agreement, see Response to Comment No. 4 and the Pier 57 EIS posted on the Trust's website.

**Comment 11:** The Pier 57 Environmental Impact Statement notes that about 74,000 gallons of sewage per day will be generated by the new Pier uses. The concern is that the sewage will be carried, by pipe, to the Harlem Treatment Plant. (Dawson)

**Response:** This comment appears to refer to the original Lease Agreement and not the amendment to the Lease that is the subject of this Significant Action process. See Response to Comment No. 4.