

# PortSide NewYork

Response to NYC EDC

Atlantic Basin Anchor

Subtenant RFP

2/14/24

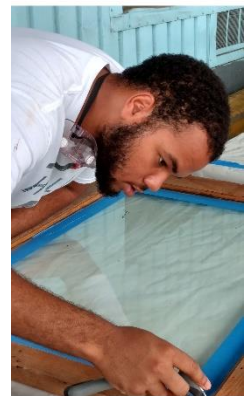
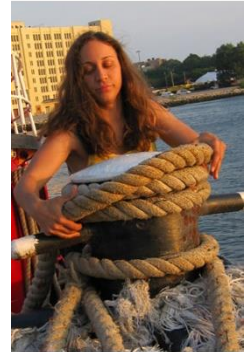
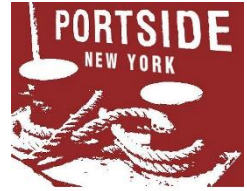


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## **Executive summary**

You have in hand an opportunity to create the visionary maritime center PortSide NewYork that people near and far have long desired, that the EDC has previously promised after we responded to your 2006 RFEI and 2007 RFP for Atlantic Basin, and that has ever more reason for being.

During NYC’s 2021 Comprehensive Waterfront Plan process, two thirds of all comments submitted, over 200, supported PortSide’s call to have the EDC finally “right-size PortSide” and give us the space and permissions we need and merit. The list of all those comments supporting PortSide is [here](#).

Many voices including the Red Hook Business Alliance, community members, and elected officials are now calling for the EDC to manage Atlantic Basin in ways that serve Red Hook better. In PortSide, you have an organization that has well thought-out plans to do that, deep connections in Red Hook and knowledge of the community, and partnerships far outside Red Hook to support all this. Our performance during the weekly Zoom calls about MSC traffic during the summer of 2023 showed our operational understanding of this site and ability to work with the EDC to improve things here.

PortSide’s long-standing plans to create such a maritime center were echoed by the EDC’s own 2008 Maritime Support Services study which advocated the creation of maritime hubs in each of the five boroughs, the first to be at SUNY Maritime. We encourage you to finally let PortSide create the first one! PortSide could be a strong partner helping train and recruit staff for your forthcoming NYC Ferry Homeport 2 in Atlantic Basin.

### **ES 8.1 Recommendations**

- **A hub in each borough** that should also include a:
  - Emergency response facility
  - Maritime support service and commercial center
  - Recreation facility
  - Maritime education and heritage preservation facility
  - Office building and office space
  - Access to ferry system and transit system
  - Access to the arterial roads and highways

### **PortSide’s extraordinary vitality and popularity**

Before delving into the proposal details, we want to stress the extraordinary vitality, resilience and popularity of PortSide. This nonprofit has never had the conditions that foster stability and growth.

We have suffered from long-term real estate instability, limited space, lots of external constraints, and two major disasters (Sandy and the pandemic) while managing the ongoing constraints.

- Despite all this, we consistently [win awards](#) from sources as diverse as the White House and Red Hook groups.
- We have created unprecedented virtual programs such as the e-museum [Red HookWaterStories](#) and our [African American Maritime Heritage](#) webpage.
- Teachers of every grade level, K through graduate school, praise our [education programs](#). We were selected to be part of the Red Hook Gowanus Youth Consortium formed to receive funding from Congresswoman Nydia Velazquez, and we received a \$115,000 federal DOE grant that supported the development of new curriculum for elementary school and high school.
- Our public cultural programs are strikingly diverse including arts programs such as Poets Afloat; Urban Sketchers; Red Hook Open Studios; and Puerto Rican, Arab, and American folk music. We thought about DEI from the start.
- We host distinctive visiting vessels such as the AMISTAD and the famous racing yacht MAIDEN with an all-women crew.
- We offer significant free access to our ship, the tanker MARY A. WHALEN via daily [TankerTime](#) and offer events in addition.
- We are leaders in the resiliency space in terms of preparing for floods and have contributed to government resiliency committees and created our [own resiliency programs](#).

Our current stint in at Atlantic Basin faced the following challenges, we returned in May 29, 2015 with only 10 days' notice from the EDC, not enough time to apply for grants or get sponsors for summer programs – but delivered them nonetheless.

Without building space, we had to balance delivering programs on the ship at the same time as restoring a ship that was bedraggled after nearly a decade of being locked up inside the containerport with tightening security and no means to run a volunteer program to restore her.

We had just one full summer, 2016, before Formula E arrived in 2017.

Formula E had a huge impact on site, causing many tenants to leave after the first year, including the anchor subtenant Phoenix Beverage. Formula E always affected our summer programs because the public did not want to come to us for 3-4 weeks once the race installation reached notable levels of construction and obstruction. Also, the first race installation company JAM Projects always installed noxious uses next to us (portasans, stinky dumpsters, loud generators) making visits here less attractive. Once Mike Hopper was in-charge, things improved considerably.

The steep impact of Formula E on us was really demonstrated during the first pandemic summer 2020 when we had larger audiences and more programs despite COVID because there was no Formula E, and we had PortSide Park and used the parking lot.

PortSide's inventiveness was clear in our response to the pandemic. We invented a whole new program: the sunset live stream. We did over 160 of them in 2020. They got hundreds of views each, some reaching into the thousands. We had viewers from the neighborhood, from around the USA, and overseas. PortSide Park was appreciated virtually too through these sunsets and livestreams from cultural events in PortSide Park.

PortSide Park itself showed how nimble and cost-effective we are and demonstrated how much we know about placemaking, site activation, and producing cultural programs.

You can see the diversity of people we reached in thank-you testimonials we received.

- A mariner crewed on boats homeported on Pier 11 and was laid off when the pandemic hit; hear him [here](#).
- Vanessa McKnight, a respected local leader living in Red Hook NYCHA share her appreciation and that of her grandson [here](#).

Imagine what PortSide will do if provided the space and stability we propose below!

#### 2018 business plan

We are resubmitting the core of our 2018 business plan which focused on uses of building space at the south end of the Pier 11 Shed, and PortSide accomplishments, awards, and updates to our site proposal since then.

We asking for space to create a "*PortSide campus*" in Atlantic Basin with 12,000 square feet at the south end of the Pier 11 shed. We have taken the wet lab out of the interior space, and it would now be located outside at the sound end of Pier 11 close to the water's edge, designed pro bono by MADE. All this is explained in more detail below. This would create an [exciting maritime gateway](#) to Red Hook, turning the working waterfront into an attraction and learning opportunity.

We encourage the EDC to give this submission the respectful consideration that our 2018 business plan did not seem to get: the EDC SVP at our business plan presentation who led the talking Matthew Kwatinetz did not know that the EDC had promised PortSide this building space before, and he asked for a ramp-up plan. The business plan contained a ramp up plan with a description of phased capital investments and lists of donated service and labor committed to the project.

The EDC's counter-proposal of 2019 to that business plan, negotiated with then-Councilmember Carlos Menchaca and Congresswoman Nydia Velazquez (who no longer represents our area) proposed that PortSide have pop-up use of a shared space.

The proposal did not fulfill PortSide's need for space for programs and revenue-generation (as we explained in the response we sent the EDC about your offer of popup space at Brooklyn Army Terminal), did not fulfill our long-standing plans for ongoing programs, nor did it address significant needs of Red Hook and the maritime sector the way our business plan did.

Kwatinetz left the EDC shortly thereafter, so EDC now has an opportunity to rethink this and to fulfill the prior EDC promises to Red Hook and the maritime community of a fully-realized PortSide New York maritime center in Atlantic Basin.

We attach proofs of that promised home in a separate section below.

#### PortSide vision and plan – since 2005

Create a waterfront center that is an exciting maritime attraction and gateway to Red Hook, serves all sectors of the neighborhood (residents of NYCHA and private housing, retail, industrial and maritime businesses, the creative sector), visitors by land and water, and the working waterfront – and creates a strong pipeline to marine careers.

**In building space:** a youth boat building shop (compare to [Rocking the Boat](#), who are willing to advise with space for PortSide’s Flotsam Project where younger kids make rustic outdoor furniture from harbor flotsam), classrooms for school programs and where adults take classes get Coast Guard licenses, a big warehouse space for exhibits, conferences, performing arts, holiday market, and event rental space; a maritime library with computers to help with Red Hook’s digital divide, small cafe and museum store for revenue, Red Hook



tourism desk to draw cruise terminal passengers into the neighborhood. PortSide would make space available to other nonprofits and groups the way that Red Hook Initiative and Pioneer Works do, and we do in a limited fashion with the limited space on our ship. Our virtual guide [Red Hook WaterStories](#) would connect to all this. *Photo above: Rocking the Boat shop, used with their permission.*

**On the pier:** our ship MARY A. WHALEN serving as she does now as floating classroom and cultural space and museum of herself. We want to continue her use a landing for visiting vessel programs, adding B-to-B services to workboats to allow them to tie up for dock-n-shop, crew change, potable water access, dumpster access and package pick up – using an annual pre-approval of vessels and their insurance so that boats can come and go on short notice. We request permission to have a small subtenant vessel that can be used for mariner training. We have identified several partners over the years.

**Outdoor parking lot south of Pier 11 Shed:** PortSide Park + space for maritime festivals, shipwork projects, outdoor programs that don’t fit on the MARY A. WHALEN. The return of PortSide Park modified as per below.

**Addition of small wet lab and aquarium structure** at south end of Pier 11.

**Interpretive signage around Atlantic Basin** that helps activate the space, informs people about past and present maritime activities, provides info for locals about flood preparations (resiliency) and makes this stark, battered industrial park seem more welcoming to visitors. It often doesn't seem safe to newcomers, and it is certainly confusing.

All this is designed to inspire NYC to center maritime in waterfront redevelopment plans and use maritime as a driver for community and economic development.

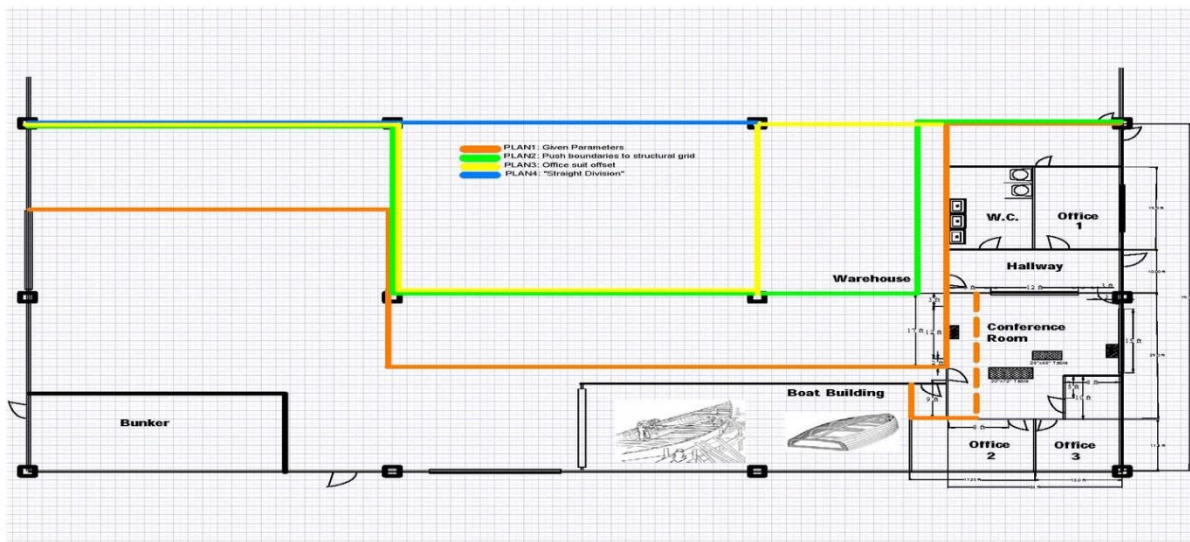
Space requirements for this *PortSide Campus*

1. 12,000 square feet (see rendering below) at the south end of the Pier 11 Shed warehouse and shared use of the adjoining loading dock (meaning Pier 11 shed tenants can walk through the space) with a 20-year lease.
2. Use of the parking spaces inland of that space for occasional use of the loading dock as a theatrical stage.
3. Shared use of the full parking lot south of the south end of the Pier 11 Shed for programs with the approval of Ports America which uses it when cruise ships are at the Brooklyn Cruise Terminal.
4. Return of PortSide Park with modifications to separate it from vehicles in the "cellphone lot" on busy cruise ship days to ensure safety. So far, only the MSC days lead to high congestion there.
5. Creation of small wet lab and aquarium structure to be used by PortSide with our school programs and some public events at the south end of Pier 11 and parallel to it. The local architecture firm [MADE](#) has offered to design it for free. We hope to fully power it by renewables, solar power and wind, to prevent trenching for electrical supply and to provide education about renewables and support related school STEM projects.
6. Changing the current fencing near PortSide. Installation of removable temporary fencing where the parking lot meets PortSide Park to help safety in 4 above, removal of the fence where the wet lab in 5 above would go and have that building serve as fence there. PortSide's need for public access does not always align with the security needs of the working vessels up the pier, so installing a gate near the Mary Whalen bow is something to consider.
7. Continuation of current berth space.
8. Ongoing permission for visiting vessel programs with approved vessels tying up alongside the MARY. We seek annual pre-approval of vessels to make it more possible for regulars to visit, such as SeaScouts, South Street Seaport Museum boats, fireboat JOHN J. HARVEY; and a new but long-planned use, tugs coming for dock n shop and other B-to-B services.
9. Permission to install habitats for wildlife to turn the weed patch and adjacent waterspace that's visible from the ferry gangway to turn this connector area into a nature center. We do

NOT recommend installing potted plants as your RFP suggests, both because wildlife needs what little space it has and because people often enjoy and photograph the wildflowers and waterfowl they see there, and this patch is great educational material for field trips with local schools. We use it all the time. Additions to include:

- a. floating habitat at the SE and SW corners of the waterspace
  - b. ramp from weed patch to water to allow newly hatched waterfowl to get out of the water. There is high die-off from hypothermia and predators since they can't get out of the water due to the bulkheads.
  - c. Install birdfeeders and birdhouses in the weed patch and interpret them and include nest cams.
  - d. Install interpretive signage along the weed patch to make it educational and signal that it is not uncared for. The uncared for aspects of Atlantic Basin suggest abandonment and are some of the cues that make people think it is unsafe at night.
10. Permission to use and access the section of greenspace within the current BCT footprint by installing a gate from outside the TWIC zone. We do recommend repairing the Clinton Wharf bulkhead before there is any further collapse. The ground near Pier 11 began to subside about a year ago. The subsidence to the west of the ferry gangway is significant. The NYS DEC will make it hard to repair all this once it is too far gone. If the subsidence is repaired, PortSide could activate the whole greenspace in many ways maximizing the footprint of Atlantic Basin.

12,000 sq ft is the top line in rendering below





### Pipeline to marine careers

A pipeline to marine careers is ever more needed. As we predicted in our first 2005 business plan, the feeder system to New York harbor workboat jobs was damaged by the 1988-89 strike, and it never recovered. The Gulf maritime economy rebounded, and Cajuns who came here to work during The Strike returned to work there, the local maritime workforce aged out, and the pandemic hit, driving some to retirement. Now, there is a strong local need for boat crew and insufficient feeder pipelines.

As we advocated since we were founded, the disadvantaged population of Red Hook would benefit from such a pipeline, and the multiple maritime operators here would benefit from a pipeline to employees, especially walk-to-work employees.

A testament to the maritime industry's interest in PortSide's maritime training plans are the resources we have been offered over the years (a simulator, curriculum, partnership offers, advice, etc.). We have been approached by multiple partners in NYC and out of state looking to partner with us to create training programs, some since our 2018 business plan. We just need the EDC to provide building space and allow a small training vessel alongside to leverage such assets and relationships.

PortSide is in the early stage of conversations with SUNY Maritime about partnering in several ways. They expressed interest in having cadets work on the disassembly of the engine PortSide obtained from Missouri in 2020, a project that needs building space and is time sensitive.

### PortSide general education

In a section below we describe in detail the impact and growth of PortSide's education programs and partners. Some highlights:

- New higher education partners since 2018 include undergrad and graduate programs at Pratt, Columbia University, and the NYU Wagner Graduate School of Public Service.
- PortSide programs inspired Red Hook's PS676 to become NYC's first maritime-themed elementary school starting with the 2019-2020 school year. In 2021, the DOE decided to transition PS676 into NYC's first maritime middle school. PortSide then pivoted to deploy our elementary school programs we created over the years, and intensified for PS676, to focus on Red Hook's PS15.
- We received a \$115,000 federal DOE grant and created new curriculum

### PortSide Park

PortSide created and managed PortSide Park from May 2020 until late September 2022. It was installed with permission of Ports America and awareness of our dockmaster who asked us to provide the wifi for the ticketing kiosk of the Governors Island ferries. The Port Authority accepted the park and proposed profiling it in their blog *Breaking Waves*. It won an award from Brooklyn Borough Hall, and was deeply beloved by Red Hook residents and visitors alike. It used space that the EDC previously promised PortSide, and our performance with the park demonstrated our placemaking and programming abilities. PortSide running the park actually was a benefit to site managers as attracted people to a supervised space illuminated at night.

We propose the return of PortSide Park with some tweaks to create temporary safety barriers it from the adjacent “cellphone lot” that is packed on MSC cruise days, but otherwise not heavily used. That kind of thing was done during Formula E race construction, and we all found a way to co-exist safely.

### Programs vs events

We want to stress the difference between “programs” and “events.” Multiple EDC responses to our work over the years focus on and refer to “events.” The EDC has historically insisted on ops plans for each event (rather than permitting us as an operator of pre-approved program types). We have been trying for years to convey the need for us to have space for and permission for ongoing programs and that we don’t want to function solely as the creator of a series of special events.

In 2017, before we did the 2018 business plan for the Pier 11 space, the EDC told us to assess popup space at the Brooklyn Army Terminal. We assessed it and explained why popup space doesn’t work for us, so we then did the 2018 business plan at your request. The EDC’s 2019 response to that business plan was to again offer popup space, but on Pier 11 in shared space; but we had just explained that a popup doesn’t solve our space needs, help us become more financially robust, or serve the community well.

1. Ongoing programs (such as our proposed youth boat building program, summer camp, after-school programs) are more sustainable as in fundable for the organization AND are more impactful for our audiences.
2. Ongoing education and youth programs, especially with wrap-around services, are more beneficial than attending a one-day event, especially for disadvantaged populations such as most of our neighbors in Red Hook.
3. Ongoing programs, long-running exhibits, a constant museum presence are also more effective as attractions than a bunch of one-day events.
4. PortSide has worked with placemaking experts over the years to develop plans – and a deep understanding – of how to create a dynamic place that serves diverse constituencies. Such uses would combine “events” and “programs” and permanent installations. You can see our deep understanding of that in our pandemic programming such as sunset livestreams

and the placemaking genius of PortSide Park which would only improve with the opportunity to seek funding to support it.

5. Related to the concept of programs instead of events is PortSide's recurrent request to the EDC to have permits longer than one year to enable multi-year grants and plans. If the EDC would change its approach, PortSide could grow readily.

Our ship + the return of PortSide Park + adjacent building space + our gift for virtual programs = a very impactful PortSide and very activated Atlantic Basin.

#### 2018 business plan

Enclosed is the core of our 2018 business plan which focused on uses of building space at the south end of the Pier 11 Shed, and PortSide accomplishments, awards, and updates to our site proposal since then.

We encourage the EDC to give this submission the respectful consideration that our 2018 business plan did not seem to get: the EDC SVP at our business plan presentation who did all the talking Matthew Kwatinetz did not know that the EDC had promised PortSide this building space before, and he asked for a ramp-up plan, and the business plan contained many aspects of a ramp up plan with a description of phased capital investments and lists of donated service and labor committed to the project.

The EDC's counter-proposal of 2019, negotiated with then-Councilmember Carlos Menchaca and Congresswoman Nydia Velazquez (who no longer represents our area) again proposed that PortSide have pop-up uses this time in a shared space here. Kwatinetz left the EDC shortly thereafter, so you now have an opportunity to rethink this and to fulfill the prior EDC promises to Red Hook and the maritime community of a fully-realized PortSide NewYork maritime center in Atlantic Basin.

We attach proofs of that promise later in this RFP response.

### Awards received since 2018

The steady flow of awards and their diversity is proof of the high regard for PortSide's work.

- 2019 | City Lore "[People's Hall of Fame](#)" "Waterfront Hero" for "contributing creatively to the folk culture of NYC," presented to Carolina Salguero
- 2019 | "Spirit of McAnaney" award for efforts supporting preservation and public spaces in New York City by the [Friends of George McAnaney](#), honoring Carolina Salguero
- 2021 | "Covid Everyday Heroes" award for PortSide Park from Brooklyn Borough President Eric Adams.
- 2022 | "[Women of Distinction](#)" award from NYS Assemblymember Jo Anne Simon, honoring Carolina Salguero.
- 2023 | NKG Service award to Carolina Salguero for "your unwavering commitment in educating the Red Hook community in maritime sciences, safety and sustainability." This is named for [Nancy Kears Gooding](#), a powerful advocate for Red Hook decades ago. Her granddaughter Dashana Gooding-Gladney had a street co-named for Nancy and gave NKG service awards to Red Hook leaders.

## Education – maritime vocational and general

Since our 2018 business plan, PortSide has grown its non-vocational educational programs significantly – this despite the effects of the pandemic which shut down field trips for over a year and stressed school plans and staff considerably. The latter, in many cases, delayed a return to partnering outside of their schools last longer than the prohibition on field trips.

PortSide also grew partners for maritime vocational training, and we can get rolling on those once the EDC gives permission for a training vessel alongside and provides building space. You hold the keys to unlock PortSide’s huge potential here. There’s a large need in the maritime industry for trained mariners, and Red Hook is a community that needs more jobs and workforce programs.

We also see crossover happening between both these types of education. One example comes from our board member Dr. Natasha Campbell, the founder of [Summit Academy Charter School](#), which has been very focused on college prep and college graduation. She is now seeing that vocational STEM is a good fit for some of their students. She also thinks it would be very impactful for Red Hook to have a touch point in the neighborhood with an institution of higher education such as SUNY Maritime. More about PortSide’s discussions with SUNY below. We note the EDC’s own [recent study](#) that STEM jobs are increasing in NYC and close to eclipsing the FIRE industry in economic impact in terms of jobs/salaries; but diversity remains a challenge, and PortSide can help with that.

PortSide’s education partners are far ranging. Since 2018, we received a maritized, general education high school (HS) curriculum from Baltimore. We were approached by a Florida program that trains and places underprivileged youth of color in maritime boat jobs, and we were offered a partnership at no cost to us, all curriculum provided. We hosted students from an international school in Texas, and our list of NYC school partners in non-vocational education continues to grow.

As of this month, PortSide is in the early stage of conversations with SUNY Maritime about partnering in several ways. SUNY faculty have expressed interest in having cadets work on the disassembly of the engine PortSide got from Missouri in 2020, a project that needs building space. That work is part of PortSide’s Sandy recovery project, supported by the campaign [#makeMARYrunagain](#).

PortSide’s general education programs are noteworthy for their impact and diversity, and the high praise they consistently receive.

Schools served since 2018; names in bold we worked with multiple times:

Elementary: **PS676; PS15**; PS90 (Coney Island); City & Country (Manhattan); Plymouth Church School

MS: **Summit**

HS: **Summit, Brooklyn Collaborative Studies; BASIS**; South Brooklyn Community HS; Awty International school (Texas)

College: Hunter

Graduate Schools: **Pratt**; Columbia; NYU Wagner; NYU Gallatin School; CUNY

Homeschool: Brooklyn Apple Academy

Disabilities: Mary McDowell Friends School; Extreme Kids & Crew (and some classes from PS15)

Other: **Red Hook Art Project (RHAP); Cora Dance**; Falconworks; Red Hook Play Group.

Visiting by water: regular visits by Sea Scouts; racing yacht MAIDEN with all-female crew for school programs

- In just seven months, PortSide programs inspired Red Hook's PS676 to become NYC's first maritime-themed elementary school starting with the 2019-2020 school year. In 2021, the DOE decided to transition 676 into NYC's first maritime middle school. PortSide then pivoted to deploy our elementary school programs we created over the years, and intensified for PS676, to focus on Red Hook's PS15.
- Our work with PS15 was supported by a \$115,000 federal DOE grant. That grant supported the creation of [4 modules](#) of new elementary school curriculum for PS15. One example is a buoy scavenger hunt we created using rides on NYC Ferry in [this video](#).
- The federal DOE grant also supported the creation of a new HS curriculum about resiliency (flooding) and earth sciences aligned with NYS standards for the latter, plus the addition of physical educational elements to our site.

For general (non-vocational) education PortSide offers place-based education using our ship, other boats, Atlantic Basin, Red Hook and the harbor. We use an interdisciplinary approach to the harbor and all things maritime whereas maritime is often treated as just STEM. The power of using place is that it is relatable, it makes concepts real for students; AND in using the world as a classroom, it fosters thinking about the world and researching it. This encourages life-long learning and greater civic engagement. More on our webpage <https://portsideneويورك.org/education-youth>

We work with public, private, and charter schools, PreK through graduate school, and develop our own curriculum. We serve many Title 1 schools. We work with schools and programs for youth with disabilities.

PortSide created and grows two virtual resources we use for content, [www.redhookwaterstories.org](http://www.redhookwaterstories.org) and our African American Maritime heritage webpage at <https://portsidewyork.org/afam-maritime>. With building space, we could grow the latter into something more impactful.

We use our social media to educate adults and offer some exhibits and tours on and off the Mary Whalen, on land and on boats, virtual and physical, for adult audiences.

New higher education partners since 2018 include undergrad and graduate programs at Pratt, Columbia University, and the NYU Wagner School. Such projects also benefit Red Hook as the resulting projects become resources for the community. One example is the deep study done by the Columbia graduate studio in historic preservation “[Equitable resiliency through preservation](#)”

PortSide is increasingly contacted by higher education partners to work with classes and studios related to urban planning and resiliency/flooding. We increasingly have semester-long involvement with graduate school classes and students working on dissertations and capstone projects.

#### Maritime vocational education

PortSide has long planned to create a pipeline to marine careers. We see this as helping the maritime industry AND Red Hook where there is high unemployment among local NYCHA residents. See the table below from our first business plan of May 2005 as proof of how long we have prepped for this.

As of May 2005						
Typical Annual Salary						
	Deckhands	Barge crew	Asst. Engineers	Engineers	Mates	Captains
Low	\$26,730	\$40,000	\$52,150	\$55,890	\$55,890	\$62,000
High	\$48,600	\$55,000		\$72,900	\$72,900	\$97,200

*Note: Annual incomes are usually higher due to off-boat, part-time jobs held by many.*

Red Hook Income Characteristics		
Tract	Households/Families	Median Income
57	629 households 403 families	household income \$33,194, family income \$34,271
55	64 households 30 families	household income \$48,000, family income \$51,250
85	2,808 households 1,909 families	household income \$10,500, family income \$14,131
59	355 households 207 families	household income \$22,344, family income, \$21,733
Brooklyn		household income \$32,561, family income, \$36,295
New York City		household income, \$38,519, family income, \$42,235

However, external limitations have stunted our ability to deliver this maritime vocational training.

PortSide could be a great pipeline and training partner for your NYC Ferry Homeport 2 being built in Atlantic Basin.

PortSide can rapidly grow this if you give PortSide treatment equal to other tenants on site:

1. **Permission to have a small vessel alongside** that can be used for training captains, engineers, and deckhands - and earn students sea time. Our dead ship cannot serve in those ways. We requested such a small vessel subtenant in the 2018 business plan and received one-word answer “no.” However, during the pandemic, Lehigh Maritime on this pier was allowed to grow a flotilla of subtenant boats. We have a Florida partner who will help us launch a deckineer training program, and a local partner who would support that and provide other classes via SeaSchool and his own consulting such as training FDNY marine unit.
2. **Building space**, part of which would be used for
  - a. Youth boat building program (compare to Rocking the Boat who are willing to advise and add PortSide’s “Flotsam Project” for younger kids.)
  - b. Space for USCG-approved classrooms where recreational boating safety classes can be taught and classes for USCG (US Coast Guard) licenses. Lehigh Maritime was allowed to have a large bay up the pier in the Pier 11 shed, but we were told by Felix Ceballos that our request for building space that size needed a public procurement process and violated terms of EDC lease with the PANYJ. More on that below.

Other vocational training:

1. In 2014, PortSide began a training partnership with the union [District Council 9](#), the painters and allied trades. We have worked with several of their locals: Bridge Painters, Commercial Painters, Metal Polishers, Glaziers, Signmakers and continue doing so.
2. The NYPD has used the Mary Whalen twice for training: for the scuba unit, training in use of a new ROV vessel.
3. Before the pandemic hit, we were in discussions with NYPD Detective Kevin Gallagher about using the Mary Whalen for NYPD training in confined spaces, counter terrorism, and the kind of NYPD training done at the Federal Law Enforcement Training Center ([FLETC](#)) in [Maryland](#). He retired during the pandemic, and we need to resume this conversation with his replacement.
4. Summer internships with the preservation-focused Williamsburg HS of Architecture & Design (WHSAD) until the DOE cut funding. See one blogpost about those [here](#).



In addition, since the pandemic, schools, nonprofits and others groups have asked to use our space for their own classes and events (not PortSide programs). Examples include Summit Charter Academy, Cora Dance, and the Red Hook Art Project (RHAP). Others have sought space that we can't provide without building space since our ship interior is too small. An example of the latter is a Red Hook group for recovering alcoholics that seeks weekly meeting space. With the Red Hook Library closed for 2+ years for renovation, such requests for a meeting place have increased.

Building space would be a huge help to these education programs:

If we got our offices off the ship MARY A. WHALEN, there would be more ship space for programs (and it would make ship restoration easier). For years, we have been forced to pop-up within a too-limited space while much of the Pier 11 Shed next to us has sat empty.

It is a testament to PortSide's inventiveness and ability to repurpose, pivot, and pop-up that we have pulled off being restricted to the ship footprint for so long and caused many people to think this was a choice.

We have much less ship available for program space because three of the six cabins are totally dedicated to office space. Two other cabins are partly used for storage.

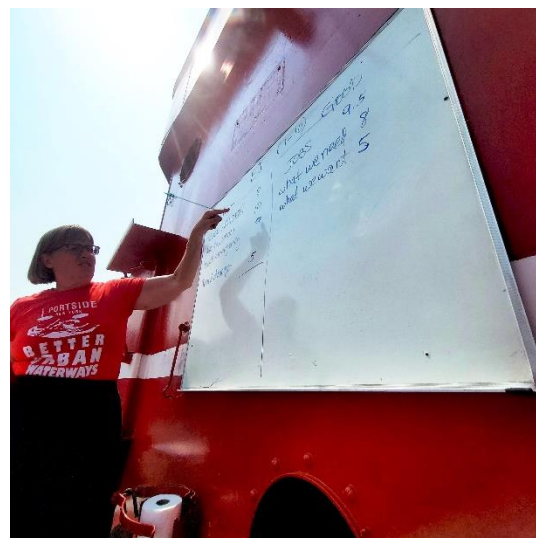
The galley serves as conference room, classroom AND an area for PortSide fabrication projects, office annex, and lunch area; so any program activity in the galley means all PortSide back-office functions must be removed before a program. The photo at right shows Pratt students hearing a presentation by Eymund Diegel about buried waterways and flooding.

Similar juggling occurs in two cabins where things are stored. This continual re-arranging of contents in our space to make space for programs sucks up a lot of time.



We often need larger rooms than we have on the ship for presentations and projects. In 2022, Formula E let us use the conference room in the office suite for the [HS resiliency project](#) with students from Awty school in Texas and Brooklyn Collaborative Studies, proof of how the Pier 11 Shed is usable without costly interventions – though a local contractor has offered to rehab those offices and expand the bathroom at no cost to us.

At right, is our ED live-drawing on a dry erase board for 60 [students from PS90](#) in Coney Island because we can't show a PowerPoint on deck in sunlight and there's no space inside the ship to fit a group this size. It was a freak hot day in May (over 80 degrees, so the kids wilted in the sun while sitting on deck.)



We have lost opportunities for lack of space. We were not able to participate in the 2016 DOE Brooklyn NORTH S.T.E.A.M. Collaborative curriculum development process (THEME OF WATER, subtheme EQUITY & ACCESS) because we had no room that could seat 40. Formula E was not in the Pier 11 Shed at that time to lend us space.

We need more storage space. Our library and supplies for science and art projects take up a lot of space. This reduces our program space, and we waste lots of time moving stuff around, putting it outside temporarily under tarps. We need building space to execute most of our plans (including revenue generation) as the MARY has almost no interior space. A coastal oil tanker of her vintage is basically a tug and barge combined, and tugs have little interior space.

#### **Shipboard offices compromise office functions:**

1. Our offices are not ADA accessible.
2. People who get motion sickness can't work here.
3. Interior spaces are too small and too few.
4. We have bad cell reception at low tide when our heads are only about 2' above ground level unless we go out on deck which is not a great solution in bad weather or when loud things are happening on site.
5. NYC Ferry wakes sometimes knock things over.

#### **Shipboard offices compromise ship restoration:**

If we had waterside building space, we would put our office and some programs ashore to facilitate ship restoration. Without building space, we must program on the ship. Some historic ships only do summer programs and use the winter for interior restoration and maintenance which means they are not working with schools. We program all year long.

It's hard to do interior restoration work while having an active office aboard. This has slowed the restoration and weakened it. Instead of needle gunning chipped paint completely off, we overpaint

it because the noise and dust control needed for paint removal would shut down the office for too long. Exterior restoration and maintenance of the exterior is disruptive to the office too. Try having a phone call or meeting with power washing, grinding, needle gunning hitting the steel over or next to you.

## PortSide Park May 2020 to September 23, 2022



Note that the park won a 2021 “COVID Everyday Heroes” award from then Brooklyn Borough President Eric Adams.

The genesis of PortSide Park was covered by the Brooklyn Paper in an article [here](#). In more detail, soon after the pandemic hit, Governor Cuomo announced that all non-essential businesses should close. The dockmaster then locked the pier, so the public could not get to our ship deck, and we could not provide outdoor, socially distanced TankerTime or any form of pandemic mutual aid on the ship as other Red Hook nonprofits were doing outside their building spaces. Other Red Hook nonprofits were offering food pantry services and PPE giveaways; but PortSide, locked up behind the gate, could not use our ship this way.

Under the urgencies of the pandemic, we decided to serve desperate people who were showing up and afterwards work out acceptance with bureaucracies known to be slow and we knew to be busy with the pandemic. We created PortSide Park in May 2020. We told Beth Rooney of the Port Authority about it in September, and she proposed that they profile PortSide and the park in their blog *Breaking Waves*. After several drafts, that did not go to print due to pandemic staff disruptions.

PortSide Park was installed with the permission of Ports America on part of their leasehold. Our dockmaster Donald Liloia of the EDC’s DockNYC program knew about the park; he asked us if we could provide wifi for the ticketing kiosk of the Governors Island ferry, and we did. He also works for the company that runs that ferry.

The park used a small western sliver, 4 then 5 parking spaces, of the parking lot to the south of the Pier 11 Shed and adjacent to our ship Mary Whalen.

PortSide Park is proof of concept because:

- We showed we could live up to an EDC promise. For several years, starting with public pronouncements in 2008, the EDC had promised all that parking lot as space that PortSide could program when no cruise ships are at the Brooklyn Cruise Terminal (BCT). Vehicles related to BCT use it when a ship is in, so that promise was for “shared use with BCT.” We showed that PortSide could execute such a shared use, that we could create and program an attraction ashore.
- It was low cost, with a budget of under \$1,500 per year, using the free materials of donated IKEA umbrellas, furniture from Materials for the Arts, books discarded by a Sunset Park school, a Ports American guard house, and used toys; plus, other elements we purchased. We mention the lost cost because the EDC often refers to our small budget with concern (while creating conditions that suppress our budget) without realizing how inexpensively PortSide can create impact. If we were permitted to have such a park, we would grow the budget, hire local youth to maintain it as a summer job and readily get funding for this.

The amenities and impact of this park evolved as the pandemic did. We want to stress that the park also provided a solution for site managers (EDC, PANYNJ, Ports America) by attracting people to a supervised space illuminated at night which kept people from “do your own thing” scenes on the stacks of Formula E jersey barriers, the loading dock etc. Our ED learned this placemaking strategy of “control via carrot not stick” while reporting in Peru. She worked closely with Ports America manager Mike Boyle about any concerns (as a result he had the delineator wands installed where the raised sidewalk, removed for Formula E, used to be). She also called the Port Authority Police on occasions when there were issues (none of them generated by the park).

For park users, it’s major benefits were:

1. Providing a solution for Red Hook which lost outdoor space due to the NYCHA Sandy resiliency project (see photo below) and the closure of ballfields due to lead remediation. Also, Red Hook nonprofits serving youth mostly have small footprint spaces where they could not socially-distance inside. SYEP funds were cut in 2020, so youth lacked summer jobs. Outdoor space became key summer 2020, and Red Hook’s outdoor pool did not re-open when pools first did. In spring of 2020, PortSide was in weekly Zoom meetings with community leaders for weeks discussing how to address these impacts.



2. Serving non-Red Hook people who came just for the park plus the 33,000 visitors in 2020 who rode the Governors Island ferries leaving from Red Hook (20,000+ in 2021, no stats for 2022). Our park became its own destination for many who discovered it via that ferry and returned to visit.
3. COVID-safe outdoor space (before dining sheds) for people to eat out and get together and for parents to let kids manic with lockdown stretch their legs.
4. Socially distanced cultural center with many concerts (mostly adult audiences) before performance venues were allowed to re-open. Musicians were eager, desperate, to play together and to play for a live audience. The public was desperate to hear them. Multiple people told me, their voices often choking up, “this is the first time I have heard live music since March.” If you ever doubted the power of the arts, the pandemic showed how much they matter. We hosted:

(7) Weekly/Sunday performances by band Kings Country. Here is [one](#).

(5) multimedia music events curated by Chris Pitsiokos. Here is [one](#).

(2) Sacred Harp shape note singing events. Here is [one](#)

(1) Brackish Brooklyn [concert](#)

(1) RC Andrés [concert](#)

(1) [DJ event with ZE Motion](#)

(4) rehearsals of Cora Dance [10/22](#) thru 10/25/20

(1) Halloween [pumpkin carving event](#)

December Penguin Park

5. Programming for kids and families such a [kids book readings](#), [SprinklerFest](#), etc.
6. Shaded seating area used for community meetings and nonprofits
7. Our free library installed summer 2021 in a Ports America guardhouse was used by kids, families, nannies. The staff of nonprofits and school teachers also got books from it, and one school program, a field trip with PS90 in Coney Island in 2023, resulted from a teacher taking the ferry and then finding the park and free library and learning about our education programs.
8. An important place for young kids to have social interactions which reduced the negative impacts of the pandemic’s social isolation. The pandemic had deep social, emotional effects on youth, and our park toys and play area really mitigated that for young kids who were regulars.
9. Our toy area was also praised by teachers and specialists in young children including one of the founders of Governors Island as being an “adventure playground.”

10. It gave PortSide new ideas for how to use building space when we get it, including having a free library and toy compound, wagons for adults to put kids in while visiting exhibits, and creating exhibits with the adult track higher on the wall and a kid track lower on the wall, allowing all ages to learn at once.



**PortSide Park should be allowed to return.**

A plan for temporary fencing should be discussed to separate the area from the parking lot on busy MSC days.

The return of PortSide Park is the kind of activation of Atlantic Basin that will serve an amenity for waiting people (cruise and ferry passengers, livery drivers waiting for cruise passengers in the rest of the parking lot\_ and the same user groups as before, locals and people who make this a destination. Destination visitors took the ferry from Manhattan and Brooklyn Heights and came by land from far away parts of Brooklyn.

The return of the park will also serve as a site activator and connector to encourage cruise passengers to proceed into Red Hook and compliment the signage program (both wayfinding and site interpretation) that we recommend. This will fulfill goals of the Red Hook Business Alliance and PortSide's longstanding plans.



## Public programs

We will not spend a lot of time on this in this RFP response since this aspect of our work is highly visible, our track record of innovative public programs is well established, and we provided a lot of information about programming in PortSide Park above.

The EDC prevented our summer 2023 programs starting in mid-June since negotiations on our berth permit were not finalized. This is unfortunate as there were months of delays on that due to the dockmaster sending the permit late and months when the Port Authority did not respond. We resumed programs the first week of October when our public season is in its last days.

Here are some selections of programs delivered since the 2018 business plan. Note the range and diversity.

We were the location for the production of a [new opera](#) about Fannie Lou Hamer by the prestigious Santa Fe Opera (SFO) that they recorded for virtual programming until in-person performances were possible again. That was a testament to our ability to build and maintain relationships since SFO was brought to us by Beth Greenberg, the director of the 2007 smash-hit [opera Il Tabarro](#) set on the MARY WHALEN in the containerport.

We had the Navesink Maritime Heritage Society and World Ship Society visited by boat.

Artists provided installations for Red Hook Open Studios. We gave TankerTours for Open House NY.

The famous racing yacht MAIDEN visited and provide programming for schools and the public.

We screened movies. We hosted Brooklyn Maqaam Arab music jams.

We hosted an annual community potluck fireworks viewing party for the 4<sup>th</sup> of July.

When the Brooklyn Cruise Terminal became a HERRC center for migrants, we created site maps in Spanish and English and added resources to [www.redhookwaterstories.org](http://www.redhookwaterstories.org) that addressed their needs. We kept TankerTime open later hours for them. See photo at right.



## Community Service

When COVID hit, Councilman Carlos Menchaca asked for the post-Sandy Ready Red Hook resiliency framework to be activated and adapted to this new crisis. PortSide became the host of a weekly Zoom meeting for many months. We also participated sometimes in the weekly Zoom for nonprofits. Red Hook had another weekly Zoom for businesses, and there was cross-fertilization between all three where all agreed that Red Hook needed street closures and more access to outdoor space. PortSide Park reflected and satisfied those concerns.

See <https://ny1.com/nyc/all-boroughs/news/2020/05/18/red-hook-community-comes-together-again-in-coronavirus-pandemic>

PortSide is constantly involved in community service by providing space on the ship, providing advice, attending community meetings, etc. We are highly engaged with and connected to the Red Hook community.

Having building space would help this too; plenty of people are not comfortable being on boats and would rather visit us in building space. Fear of the water is not uncommon.

## Advocacy and Policy work

PortSide was a major contributor to Red Hook planning dialogues about how to respond to the surge in last mile warehouses. Our major role was advocating for use of the marine highway and explaining that to non-mariners in the community, the staff of elected officials and the media. See

<https://portsidewyork.org/portsidetanke/2023/2/19/marine-highway-101-for-last-mile-planning>

<https://portsidewyork.org/portsidetanke/2022/6/24/red-hook-last-mile-ecommerce-meeting-62322>

Responding to the U.S. Army Corps HATS resiliency plan was another major effort. We alerted Red Hook property owners that would be directly affected by their proposed wall, educated the community, ran a Zoom with a presentation by a company from Belgium, a landscape architect. We created finding aids, guidelines for testimony, and many social media posts.

Significantly for the region, we told Congressmembers Velazquez and Goldman that because of redistricting Red Hook did not have effective representation during the comment period, so we needed an extension. They succeeded in negotiating a 30-day extension for the whole HATS area.

We publicly shared an early draft of our testimony which many used as a reference. Many of the concerns in our final comment were echoed in the decision by the NYS DEC and the bi-partisan letter which said the USACE needed a more comprehensive approach to flooding types and their mitigation.

See <https://portsidewyork.org/portsidetanke/2023/2/26/us-army-corps-hats-flood-plan-needs-to-hear-from-you-by-3-31>

## Ship restoration

A sign of the high regard for PortSide is the number of companies and people who stepped up to help us acquire a historic engine from Missouri and get parts from several historic ships that were scrapped. PortSide got help from out-of-state truckers and a demolition company, the President of McAllister Transportation, Red Hook Terminals, Carver Companies in Albany, and the amazing people running the Kennett, Missouri power plant. Since the 2018 business plan we have acquired so many parts that making the MARY A. WHALEN run again is now attainable. We acquired the following:

A complete 1941 Fairbanks Morse engine from Kennett with low-engine hours in museum condition. Unfortunately, due to lack of building space, it has been stored off-site under a tarp and the paint is bursting off.

Parts from the historic tug HELEN MCALLISTER, formerly donated to the South Street Museum.

Parts from the tug Pegasus Preservation Project.

Parts from the tug CHANCELLOR, formerly owned by the NYS Canals Corp.

PortSide is currently in the final stages of estimating the scope of work and financial cost of this project, which in large part will be supported by our FEMA Sandy Alternate Project. More at <https://portsidenewyork.org/our-sandy-recovery>

Below is engine right after it arrived from Missouri.



Courtesy drone assisted photo ©2020 Jonathan Atkin

## Last discussions with EDC about space for PortSide

Soon after Andrew Kimball is appointed EDC President/CEO, on 5/3/22, we emailed to ask that he fix this history. We email our space request and some urgent opportunities that called for speedy access to the building space. Kimball emailed back on May 31, 2022 that Felix Ceballos would get in touch in two weeks. Ceballos answers on 7/13/22.

His answer misrepresents the EDC's lease with the Port Authority saying:

“We've been getting similar requests for long term agreements at this site from other parties, but currently we can only issue 1-year licenses per our lease with Port Authority.

To enter into long term sub-leases, we need to do so via a public procurement process. We are in process of developing a procurement to sublease the space that is tentatively scheduled to be released in Fall 2022. We'll add you to the interested party's distribution list and encourage you to respond when it becomes available. “

We know that no procurement process is needed because there was no RFP for car races leading to Formula E's 10 year contract, because Lehigh Maritime has a large bay in the warehouse without an RFP process, and because the EDC told us in 2009 that they had decided that since Atlantic Basin is Port Authority property NOT City property, the EDC could sole source, but had been advised against using that term. In this RFP to which we are responding we note the language

PortSide sent a FOI request to the Port Authority for their lease with the EDC, and it is [here](#). Our lawyer John Bradley, Principal of Vedder Price found no language such as Ceballos describes.

**We copy the email thread below:**

**From:** Felix Ceballos <[fceballos@edc.nyc](mailto:fceballos@edc.nyc)>

**Sent:** Wednesday, July 13, 2022 3:21 PM

**To:** Carolina Salguero <[carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org)>

**Subject:** RE: time to right-size PortSide; PortSide critique of EDC

Good Afternoon Carolina,

We've been getting similar requests for long term agreements at this site from other parties, but currently we can only issue 1-year licenses per our lease with Port Authority.

To enter into long term sub-leases, we need to do so via a public procurement process. We are in process of developing a procurement to sublease the space that is

tentatively scheduled to be released in Fall 2022. We'll add you to the interested party's distribution list and encourage you to respond when it becomes available.

In the meantime, if you'd like to revisit space at BAT, we can schedule time to discuss space availability with the leasing team.

**Respectfully,**

**Felix Michael Ceballos**

Vice President, Asset Management

**New York City Economic Development Corporation**

One Liberty Plaza, New York, NY 10006

T: 212 312 1224

C: 646 830 0744

E: FCeballos@[edc.nyc](mailto:FCeballos@edc.nyc)

[Facebook](#) • [Twitter](#) • [Instagram](#) • [LinkedIn](#)

**From:** Carolina Salguero <[carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org)>

**Sent:** Wednesday, July 13, 2022 1:16 PM

**To:** Felix Ceballos <[fceballos@edc.nyc](mailto:fceballos@edc.nyc)>

**Subject:** RE: time to right-size PortSide; PortSide critique of EDC

You don't often get email from [carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org). [Learn why this is important](#)

**[EXTERNAL EMAIL]**

Felix,

Responding to what Andrew Kimball wrote "According to the team, EDC has offered community space at the Brooklyn Armory Terminal":

Popup and shared use of building space at BAT was offered to PortSide in late 2017 when James Patchett, EDC President at the time, visited the Mary Whalen with then-Councilman Carlos Menchaca. We explained promptly and in writing, as EDC required, why that did not work for PortSide.

There's been no recent offer to PortSide of space at BAT.

Most importantly, we made it clear in our 5/3/22 email to Andrew Kimball that we are demanding space in Atlantic Basin. Our list of demands is at <https://www.bit.ly/ASHORE2>.

That includes 12,000 sq ft at the south end of the Pier 11 shed, space the EDC rented to Formula E after making us do yet another business plan for it in 2018. That decision does

not fulfill EDC's promises to PortSide, Red Hook, and the maritime community of a fully-realized PortSide in Atlantic Basin that were made by the EDC from 2008 into 2011. Further, that decision made the space dead storage most of the year rather than a space activated by PortSide uses, even though the EDC had, and still has, lots of empty space in the Pier 11 shed.

The EDC is overdue to do better, not just for PortSide's sake but for the EDC's.

Tell Formula E to move their stuff further in the Pier 11 shed north after the race, freeing up that 12,000 sq ft at the southern end of the Pier 11 shed for PortSide. That's an important starting point to show that the EDC is willing to turn this abusive relationship around.

Standing by.

Best,

C

Carolina Salguero

Founder + Executive Director

**PortSide NewYork**

aboard the tanker MARY A. WHALEN

190 Pioneer Street

Brooklyn, NY 11231

917.414.0565

[carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org)

[www.portsidenewyork.org](http://www.portsidenewyork.org)

[www.redhookwaterstories.org](http://www.redhookwaterstories.org)

**From:** Felix Ceballos <[fceballos@edc.nyc](mailto:fceballos@edc.nyc)>  
**Sent:** Wednesday, July 13, 2022 12:15 PM  
**To:** Carolina Salguero <[carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org)>  
**Subject:** RE: time to right-size PortSide; PortSide critique of EDC

Good Afternoon Carolina,

I'm following up on the below and would like to schedule time to catch up. Do you have availability tomorrow or next week?

**Respectfully,**

**Felix Michael Ceballos**

Vice President, Asset Management

**New York City Economic Development Corporation**

One Liberty Plaza, New York, NY 10006

T: 212 312 1224

C: 646 830 0744

E: FCeballos@[edc.nyc](mailto:fceballos@edc.nyc)

[Facebook](#) • [Twitter](#) • [Instagram](#) • [LinkedIn](#)

**From:** Andrew Kimball <[akimball@edc.nyc](mailto:akimball@edc.nyc)>  
**Sent:** Tuesday, May 31, 2022 8:11 PM  
**To:** Carolina Salguero <[carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org)>  
**Cc:** Felix Ceballos <[fceballos@edc.nyc](mailto:fceballos@edc.nyc)>  
**Subject:** RE: time to right-size PortSide; PortSide critique of EDC

Hi Carolina-

Thanks for reaching out and good to see you at the Waterfront Alliance.

As you know through our work together at the Navy Yard and your work with EDC over the years, we share your passion for the maritime industry, our waterfront assets, and Portside's work.

I believe there are a few points that need to be clarified as to EDC's ongoing association with PortSide. According to the team, EDC has offered community space at the Brooklyn Armory Terminal. Felix Ceballos, who is the Executive Director of PortNYC at EDC, will follow-up with you in two weeks when he returns from active duty with the USCG.

Best,

Andrew

**From:** Carolina Salguero <[carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org)>

**Sent:** Monday, May 9, 2022 4:59 PM

**To:** Andrew Kimball <[akimball@edc.nyc](mailto:akimball@edc.nyc)>

**Subject:** FW: time to right-size PortSide; PortSide critique of EDC

You don't often get email from [carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org). [Learn why this is important](#)

**EXTERNAL EMAIL**

Dear Andrew,

I just called your office to see if you received my email of last Tuesday. I spoke to Georgia who recommended that I resend it.

I am doing that here, and requesting a read and delivery receipt this time.

Hope to hear from you!

Thanks.

Best,

c

Carolina Salguero

Founder + Executive Director

**PortSide NewYork**

aboard the tanker MARY A. WHALEN

190 Pioneer Street

Brooklyn, NY 11231

917.414.0565

[carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org)

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[www.redhookwaterstories.org](http://www.redhookwaterstories.org)



**From:** Carolina Salguero  
**Sent:** Tuesday, May 3, 2022 5:23 PM  
**To:** 'akimball@edc.nyc' <[akimball@edc.nyc](mailto:akimball@edc.nyc)>  
**Subject:** time to right-size PortSide; PortSide critique of EDC

Dear Andrew,

First, congratulations on being appointed President of the EDC! I think this is great news! I see you as a turnaround specialist; the EDC needs precisely that, and the City needs a more effective EDC.

Second, it was great to catch up with you briefly at the EDC maritime & OWS career day. As I mentioned, when you were President of the Brooklyn Navy Yard, you were willing to offer PortSide a home.

You can do that now as President of the EDC – you can right-size PortSide with building space, rights to outdoor space off the ship, and the lifting of restrictions on our activities. See the attached *PortSide requests of NYC EDC*.

You saw value in PortSide ten years ago, and we are even more worthy now. Our accomplishments have grown since. See <https://portsideneويورك.org/awards-accomplishments>

However, we strain to grow, limited by space and other restrictions imposed by the EDC. This has stunted our growth, denying us resources, the way redlining does, a historic issue for Red Hook that should not continue.

Yes, we have a berth for the ship, but that was only ever a fraction of the space needed. The ship has no ADA space, has not enough interior space to do much. Most elements of our social entrepreneurship business plans are blocked, forcing us to offer popup programs and preventing us from revenue-generating activity.

Underprivileged communities are not well served by popup programs; they need a constant presence, enrollment programs, and wrap-around services. These need the space and continuity that we have been asking the EDC to provide.

**There are urgent timeframes to consider:**

1. **The Formula E car race (July 16-17):** After the race have them store their materials further north inside the Pier 11 shed (there is lots of empty space), freeing up the southern end for PortSide – where the EDC promised us space from 2008 into 2011. We now ask for more (right-sized) space, 12,000 sq ft.

2. **\$115,000 in funding:** PortSide needs prompt action so we have space to deploy the \$115,000 grant for Red Hook youth maritime education coming from Congresswoman Nydia Velazquez. We expect funds around September and would use it during the 2022-2023 school year. We don't have enough space on the ship to do those programs in the best way.
3. **PortSide policy reveal:** In the next few weeks, PortSide will go public with a critique of the EDC that we submitted with our attached comments to DCP's Comprehensive Waterfront Plan (CWP) last June. If you commit to right-sizing PortSide before then, the EDC will show that it's working towards fulfilling its historic promise of a PortSide home and working to resolve general issues we detail in that critique.

The benefits are clear: use the south end of the Pier 11 shed space for dead storage for a weekend car race or have it serve many entities year-round as PortSide's home.

You can turn this story around and be a hero and help PortSide serve Red Hook, New Yorkers in general, the maritime industry, and EDC efforts (including your forthcoming Homeport 2, if that is still a go).

### **Benefits to EDC**

1. PortSide could greatly assist the EDC/ NYC Ferry as a workforce connector to local hires, helping you find adult workers and creating a pipeline via mentoring and intern programs with local youth.
2. We are enthusiastically willing to work with the EDC in improving management of Atlantic Basin. Our critique of the EDC lists many problems for which we have solutions. You can tap our expertise and deploy the goodwill we have with the Red Hook and maritime communities.
3. Make the EDC popular! Note that 2/3 of the comments to the CWP (over 200) supported PortSide's call for right-sized space and lifting of unwarranted restrictions. Since submitting our comments to the CWP, which included requests of the Port Authority, Beth Rooney satisfied all of them.
4. Right-sizing PortSide supports goals of the EDC:
  - a. The [2008 Maritime Support Services Study](#) called for a PortSide-like entity in all boroughs, meaning the full PortSide vision, not the stunted operation we have now.
  - b. Our advocacy work supports Freight NYC and Delivering Green.
  - c. The EDC's new pandemic-era focus on supporting low-income communities of color aligns with our work including our school programs, our workforce partnerships, our resiliency work, our African American Maritime Heritage program, and our impact in Red Hook.

Note that during the pandemic, the EDC terms for PortSide got more challenging in Atlantic Basin:

1. We now suffer discrimination. Another maritime tenant (Lehigh Maritime) has permission to have a flotilla of subtenant boats (we were denied subtenant boats during the [2018 business plan](#) process) and has a whole bay of the Pier 11 shed to use (without having to do a business plan as the EDC made us do in 2018).
2. Our current 2022 berth permit bans sleeping aboard following up on a 9/29/21 email to all boat tenants banning sleeping aboard. Results:
  - a. This prevented two programs we planned: student+parent sleep overs and TankerCamp staycation on deck with a family in a tent focused on Red Hook NYCHA residents.
  - b. We lost the security of a shipkeeper, increasing our costs and putting at risk the public who gets on the boat at night on occasion. Note that Lehigh Maritime continues to have people sleep aboard.
  - c. This forced me out of my domicile on no notice. I had been living on the ship as shipkeeper, in a low-key fashion, there's nothing on our website or social media about it, and this was permitted as of 2017.

**We are very willing to be an ally, a partner in and outside of Atlantic Basin. What we are not willing to accept any longer is be lied to, ignored, discriminated against, and asked to do make-work.**

By make-work, the recent major example is the [2018 business plan](#) the EDC made us do to be eligible to get the building space in the Pier 11 shed the EDC promised us before. We did that extensive work; and during the presentation of the plan, the lead speaker for the EDC, SVP Matthew Kwatinetz, said in response to the first Powerpoint slide “wait, back up. What do you mean you were promised a home here before?”



His question implies he was not briefed on PortSide's history here that goes back to our 2006 and 2007 RFEI and RFP responses, the public EDC promises of a home for PortSide made from 2008 into 2011, the years of elected officials and others pressuring the EDC to give us a home; not to mention that it meant he had not read the business plan. And then

the EDC rented the space to Formula E for dead storage despite the fact that much of the Pier 11 warehouse was/is empty.

It is time for the EDC to turn this story around for the EDC's sake as well as PortSide's. I believe you are the EDC President to do it.

I want you to understand that I founded PortSide to improve City policy and to do that via inspiration. I'd rather inspire than criticize.

The goal? To re-center maritime in waterfront redevelopment plans by showing how maritime can be used for community and economic development, how public access and public programs can co-exist with working waterfront (as a way to protect that essential industry) and to do that by the example of an innovative, indoor/outdoor, multi-service maritime center with b-to-b services to workboats, visiting vessels, youth boat building, a pipeline to marine careers and programs for the general public and tourists – while advocating for things like marine highway, passenger ferries and all around more #Piers4boats. <https://portsidenewyork.org/advocacy-1>

What the EDC has done is reduce PortSide into a historic ship with popup events. It would be so much better to give inspiration a chance.

I look forward to your response and hope we can work together to deliver a unique resource we can both be proud of.

Timeliness is of the essence for the students of Red Hook to benefit from the \$115,000 that Congresswoman Nydia Velazquez has secured for PortSide, as well as other reasons mentioned in the attached *Time-sensitive PortSide opportunities*.

Thanks in advance for your consideration.

Best,



Attachments:

- PortSide requests of NYC EDC
- Time-sensitive PortSide opportunities
- PortSide comment on draft CWP w-attachments

Carolina Salguero  
Founder + Executive Director

**PortSide NewYork**

aboard the tanker MARY A. WHALEN

190 Pioneer Street

Brooklyn, NY 11231

917.414.0565

[carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org)

[www.portsidenewyork.org](http://www.portsidenewyork.org)

[www.redhookwaterstories.org](http://www.redhookwaterstories.org)

## **Proof that EDC promised PortSide more space than berth for MARY A. WHALEN**

**Various proofs that the EDC promised a home for PortSide NewYork in Atlantic Basin. The EDC did this during 2008, 2009, 2010 and into 2011.**

### **MARY A. WHALEN 70<sup>th</sup> birthday part 12/8/08 in Atlantic Basin.**

Venetia Lannon says the following on video. We have the clip.

*“...last but not least, we would like to see a permanent home for PortSide here in the Atlantic basin. I think that this is a great place umm what we’ve been hearing from Red Hook and others for a long time, people want public access here in the basin and we think what better way to bring the public to Atlantic Basin and to celebrate not only the working past of the working waterfront embodied in this beautiful 70 year old oil tanker whose birthday we are celebrating today. But also to connect to the future of Red Hook and keeping the waterfront working and keeping jobs and making connection between the [kids] of the Harbor School and the port which is so essential to New York City. So thank you very much for coming on this cold day and hopefully we will have future events on warmer days.”*

### **From MWA Waterwire December 10, 2008**

*“Venetia Lannon, SVP of the EDC, said that the EDC looked to include a home for the Whalen and PortSide in their new plans for Atlantic Basin, so this event should be a sign of more to come.”*

<http://archive.constantcontact.com/fs021/1102224464492/archive/1102359349322.html>

### **Brooklyn CB6 6 Economic & Waterfront Development Committee Public Meeting About Plans For Atlantic Basin.**

PortSide taped this meeting and provides the following transcripts on our website at <https://portsidenewyork.org/edc-plans>. We also have the original sound files.

Monday 1/5/09, 6:30pm Presenters at the meeting:

EDC (first public presentation of their new plans for Atlantic Basin)

New York Water Taxi (presenting NYWT/Durst Org master plan for Atlantic Basin that was rejected but which they want reconsidered.)

PortSide NewYork (general update and description of what our Atlantic Basin programs would be)

[Intro and EDC presentation](#)

[New York Water Taxi presentation](#)

## PortSide NewYork presentation

### QnA

Venetia Lannon: “we’re also trying to incorporate the kinds of cultural uses that PortSide is talking about. I think it’s a mix of old and new. And I think it’s something that we’re proud to stand behind.”

*“I concur with Greg that the Red Hook Container Terminal is an essential piece of infrastructure and we need to see more goods, not less goods, more sheds, not less sheds, dedicated to bringing in goods by the water. But, you know, that being said, we recognize that it’s not just a piece of infrastructure, it’s also your waterfront and our waterfront. And, therefore, we also want to accommodate uses such as PortSide or cultural uses that will grow over time, that will incorporate public access to the area.”*

There were several future presentations by the EDC in early 2009 to various local bodies, we do not have transcripts from those meetings. By the time that the Phoenix lease was announced as final (March 2009 comes to mind), the commitment to PortSide had coalesced from idea to promise and was understood by all to be that.

Community board 6 minutes: **Economic/waterfront/comm. Dev. & housing committee, March 16, 2009**  
[www.brooklyncb6.org/\\_attachments/EWCDH20090316.doc](http://www.brooklyncb6.org/_attachments/EWCDH20090316.doc)

### **PortSide mentioned in two sections by name:**

**“Portside gets 5,000 square feet – a permanent home.”** [Note that the EDC is inconsistent with the number they use for the building space.]

Q. *Timing of plan components.*

- 1. PortSide events as early as this summer.**

### **Community Board 6 minutes**

Economic/waterfront/comm. Dev. & housing committee February 22, 2010

[http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=21&ved=0CCIQFjAAOBQ&url=http%3A%2F%2Fwww.brooklyncb6.org%2F\\_attachments%2F2010-02-22%2520Minutes%2520EWCDH.doc&ei=0go\\_T42xCKfu0gHJ0MnIBw&usg=AFQjCNG06nKfo5oa9mS89c3oOPLfey2fBQ](http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=21&ved=0CCIQFjAAOBQ&url=http%3A%2F%2Fwww.brooklyncb6.org%2F_attachments%2F2010-02-22%2520Minutes%2520EWCDH.doc&ei=0go_T42xCKfu0gHJ0MnIBw&usg=AFQjCNG06nKfo5oa9mS89c3oOPLfey2fBQ)

Update and discussion with representatives for the Economic Development Corporation on various issues related to Piers 7-12 including, but not limited to, a recap on recent Atlantic Basin Upland Roundtable workshop regarding use of Pier 12 parking lot, status of

Phoenix Beverages tenancy and occupancy of Pier 7 and Pier 11 and followup on related issues, status of lease for PortSide New York's cultural use space at Atlantic Basin, update on cold-ironing initiative for Red Hook Cruise Terminal, and update on ongoing work with the Department of Small Business Services to integrate economic activity at the waterfront into direct support for the local, neighborhood economy.

### **PortSide NY Lease**

- *Hope to have license going for this summer. Negotiations are ongoing.*

### **MWA Waterwire**

EDC Reveals Next Steps In Waterfront Initiatives Friday, December 17, 2010 - 2:54pm

<http://waterfrontalliance.org/waterwire/2010/12/17/edc-reveals-next-steps-waterfront-initiatives>

*"One of the first RFPs, he said, will be for Atlantic Basin. "This is first because it has protected water and a bulkhead in good shape," Mr. Genn said. "The challenge of Atlantic Basin will be to create more docking space. And anyone bidding on Atlantic Basin would have to understand that PortSide New York [a nonprofit organization offering maritime and cultural activities] is part of the agreement. Our intention is to embed them into the RFP. We'll make community and commerce complementary."*

This was quoted various places including newsletter of NYMAR (NY Maritime Inc trade group )

[http://www.nymar.org/newsletters/2010\\_newsletters/2010\\_12\\_15\\_newsletter\\_fulllength.html](http://www.nymar.org/newsletters/2010_newsletters/2010_12_15_newsletter_fulllength.html)

### **New York Observer**

Red Hook Piers Fight Unites Former Foes (Updated)

<http://www.observer.com/2009/real-estate/red-hook-piers-fight-unites-former-foes-updated> that link is dead, the version on Archive.org is

<https://web.archive.org/web/20090415214544/http://www.observer.com/2009/real-estate/red-hook-piers-fight-unites-former-foes-updated>

*"In February, Phoenix got Pier 7. With that deal in place, Mr. Armstrong and others assumed that the city would put Phoenix on Piers 7 through 10, and allow Mr. Fox to develop Piers 11 and 12. Instead, the EDC announced it would also lease part of Pier 11 to Phoenix, who would share the pier with the maritime non-profit Portside New York."*

and



*“Update: April 8 11:33 a.m.*

*The following is a statement from EDC senior vice president Venetia Lannon: “We believe that Atlantic Basin presents an excellent opportunity to achieve the dual goals of revitalizing Brooklyn’s working waterfront and bringing residents and visitors back to the Red Hook waterfront. The combination of Phoenix Beverages and its 500-plus jobs and potential to grow additional jobs and bring more products and goods to New York by water, coupled with PortSide’s ability to offer, not only access to the waterfront, but also educational maritime-related programs and events, is a unique opportunity to fulfill the City’s vision for the area.”*

The Brooklyn Paper

**Culture has docked in Red Hook, March 24, 2009**

**By Mike McLaughlin [http://www.brooklynpaper.com/stories/32/12/32\\_12\\_mm\\_whalen.html](http://www.brooklynpaper.com/stories/32/12/32_12_mm_whalen.html)**

*“They [PortSide] offer nearly everything we want to do in a cultural use — provide access to the water, educational events and job training to the working maritime,” said Janel Patterson, a spokeswoman for the Economic Development Corporation.*

**Multiple citations in Adam Armstrong blog *A View From the Hook* include?:**

*“The Columbia Waterfront Neighborhood Association had its general meeting last night at which the EDC presented their plans (now signed off on by the Port Authority) for the Red Hook and Columbia Street waterfront. It was much of the same, unfortunately, with very little new information about what impact this development will have on our neighborhoods.”*

<http://aviewfromthehook.blogspot.com/2009/09/sunday-sept-13th-5-7pm-celebrate.html>

<http://aviewfromthehook.blogspot.com/2010/06/phoenix-is-using-pier-11-for-recycling.html>

<http://aviewfromthehook.blogspot.com/2009/05/nycedc-to-red-hook-drop-dead.html>

<http://aviewfromthehook.blogspot.com/2009/09/red-hook-welcomes-dutch-flat-bottomed.html>

<http://aviewfromthehook.blogspot.com/2009/09/ceremony-honoring-historic-dutch.html>

<http://aviewfromthehook.blogspot.com/2009/06/portside-new-york-fundraiser-tomorrow.html>

<http://wordoncolumbiastreet.blogspot.com/2009/06/fundraiser-for-portside-ny-saturday-613.html>

[https://wordoncolumbiastreet.blogspot.com/2009\\_01\\_01\\_archive.html](https://wordoncolumbiastreet.blogspot.com/2009_01_01_archive.html)

<http://www.redhookstar.com/Star%20Revue%20Archive/Red%20Hook%20Star%20Revue%20for%20web%20June%202011.pdf>

At time of this research, the Brooklyn Eagle's website is down. They had articles

The Courier's has been relaunched so old links no longer work. We have yet to search for the articles by title on the new website or use [www.archive.org](http://www.archive.org)

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Attached draft license **Draft Ver. 1 (25 Nov. 2009)** shows plans for a PortSide home that is not a special event or a berth permit, that includes building space outdoor space and long pier space. One article in the local paper describes the gist of it [here](#).

We attach **101118GennCommitmentCityCouncilhearing excerpt.doc** that has an excerpt where Andrew Genn (who is still with EDC) says PortSide is guaranteed a home. We have the full transcript of the Council hearing so you see what the excerpt came from.

An email thread is in **2010-03-03 THE email about EDC delays on responses.htm** and shows how much back and forth there is with the EDC planning the long-term PortSide home, and how the EDC changes the terms.

We have other documents and saved emails. Below is research we did years ago. Some of the links may now be dead:

**REVOCABLE BERTH LICENSE AGREEMENT**

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION**

**Licensee:** Tanker Princess Corp.  
PortSide NewYork, Inc.  
**Premises:** Portion of Pier 11 Berth in the Atlantic Basin and  
Upland Area within the Brooklyn Cruise Terminal  
**Period:** 1 January 2010 to 31 December 2013  
and Two (2) One-Year Renewal Periods  
**Use:** Berthing for “Mary Whalen”, Additional Vessels and  
Events

This Revocable Berth License Agreement (“License Agreement”), dated as of January 1, 2010, is between **the New York City Economic Development Corporation**, located at 110 William Street, New York, New York 10038 (“Licensor” and also referred to as “NYCEDC”) and **Tanker Princess Corp.**, owner and operator for the vessel known as “Mary Whalen” and **PortSide NewYork, Inc.**, the **event’s administrator for the Mary Whalen**, (collectively, “Licensee”).

**WHEREAS**, NYCEDC has leased the Brooklyn Cruise Terminal from the Port Authority of New York and New Jersey (the “Port Authority”) that owns the Brooklyn Cruise Terminal.

**WHEREAS**, the **Tanker Princess Corp.**, is the owner and operator for the vessel known as “Mary Whalen” (referred to as the “Specified Vessel”) and the **PortSide NewYork, Inc.**, is the cultural event’s administrator for the Mary Whalen;

**WHEREAS**, **Tanker Princess Corp.**, and the **PortSide NewYork, Inc.** have requested a **revocable** license to berth the Specified Vessel “Mary Whalen” and, upon certain conditions other vessels (“Additional Vessels”) within the Atlantic Basin, and conduct **pre-approved** community and cultural **events** both on the Mary Whalen, other Additional Vessels and adjacent upland areas;

**WHEREAS**, NYCEDC has **conditionally** agreed to grant the **Tanker Princess Corp.**, and **PortSide NewYork, Inc.**, request and provide non-exclusive right to use a portion of the Pier 11 Berth within the Atlantic Basin and a portion of indoor and outdoor upland areas of the Brooklyn Cruise Terminal within and adjacent to the Pier 11 Piershed, upon the terms and conditions set forth below.

**Commented [CSS1]:** Gary: is this the way to describe the relationship? This sounds very EVENTS oriented, not as an ongoing presence in the offices, ongoing projects  
Needs to be in indoor space definition,  
Access, in use section. We need language that makes clear that we are an ongoing presence.  
PortSide conducts programming and has administrative operations on the Mary Whalen and will have them ashore.

**Commented [CSS2]:** Again, events-centric

**NOW, THEREFORE**, in consideration of the recitals, the covenants and agreements contained in this License Agreement and for other good and valuable consideration acknowledged to have been received and sufficient by the parties, the Licensor and Licensee hereby agree to the terms and conditions set forth below:

**1. Licensor, License Administrator, and Licensee.**

(a) Licensor. The Licensor is the New York City Economic Development Corporation, a local development corporation pursuant to Section 1411 of the New York Not-for-Profit Corporation Law, having its principal office located at 110 William Street, New York, New York 10038 ("Licensor" and also referred to as "NYCEDC"). Notices and correspondence should be addressed to Apple to the attention of: Senior Vice President, Asset Management Department, with a copy to David Alvarez Vice President, Property Management Department and Andrew Genn, Vice President, Maritime Department.

(b) License Administrator. The License Administrator is the Apple Industrial Development Corporation ("Apple"), a property management affiliate of the Licensor, with an office at 110 William Street, New York, New York 10038 ("License Administrator"). Notices and correspondence should be addressed to Apple to the attention of: Senior Vice President, Asset Management Department.

(c) Licensee. The Licensee is the **Tanker Princess Corp.**, as the owner and operator for the Specified Vessel known as "Mary Whalen" and **PortSide NewYork, Inc.**, as the event's administrator for the Mary Whalen. Notices and correspondence should be addressed to **Tanker Princess Corp.** and/or **PortSide NewYork, Inc.** to the mailing address at PO Box 195, Red Hook Station, Brooklyn, NY 11231 [Cell Phone: cell 917.414.0565; Email: [carolina@portsidenewyork.org](mailto:carolina@portsidenewyork.org); Website: [www.portsidenewyork.org](http://www.portsidenewyork.org)] (collectively, "Licensee").

(d) Licensee's Invitees. All persons and entities, including, though not limited to all employees, representatives, contractors, subcontractors, agents, officials, officers, visitors, invitees, guests or members of the general public and parties in connection with the Specific Vessel- the Mary Whalen or any Additional Vessel, that are invited, permitted, solicited, attracted or otherwise allowed access, berth or otherwise be present at the Brooklyn Cruise Terminal (including, without limitation, Pier 11 Piershed, roads, walkways, piers aprons , parking area and the Atlantic Basin), are collectively they are referred to as the "Licensee's Invitees"

**Commented [CSS3]:** Why do we address two different entities at EDC for licensor and License Admin?

2. Premises.

(a) The Premises. The premises shall consist of:

- (i) Mary Whalen Berth Area. A berth area sufficient to berth the Specified Vessel known as the “Mary Whalen” including the applicable lands under water and the linear feet along the pier adjacent to the Pier 11 Pier Shed (referred to in this License Agreement as the “Mary Whalen Berth Area” and demarked on the Diagram attached hereto as Exhibit \_\_ within the “Vessel Tie-Up Area”);
- (ii) Additional Vessels Berth Area. The berth area(s) necessary to berth approved “Additional Vessels” including the applicable lands under water and the linear feet along the pier adjacent to the Pier 11 Pier Shed (referred to in this License Agreement as the “Additional Vessels Berth Area” and demarked on the Diagram attached hereto as Exhibit \_\_ within the “Vessel Tie-Up Area”) within the Atlantic Basin at the Brooklyn Cruise Terminal (collectively, the Specified Vessel and the Additional Vessels are referred to as the “Vessels”); and
- (iii) Indoor Event Space. Provided that there is a demising wall installed therein, an enclosed area within the Pier 11 Pier Shed (“Indoor Event Space”) that is located on upland adjacent to the southern end of Pier 11 and is approximately **five thousand, seven hundred (5,700) square feet; and**
- (iv) Outdoor Event Space. The open area within the adjacent upland and to the south of the Pier 11 Pier Shed (“Outdoor Event Space”) within the Brooklyn Cruise Terminal, as designated by Licensor, in the borough of Brooklyn, Kings County, City of New York, State of New York as more particularly described on the diagram attached hereto as Exhibit A and made a part of this License Agreement. The Indoor Event Space and the Outdoor Event Space are collectively referred to as the “Event Space”.
- (v) The Premises. Collectively, the “Berth Area”, “Indoor Event Space” and “Outdoor Event Space” are referred to as the "Premises" (The “Mary Whalen Berth Area” and the “Additional Vessels Berth Area” shall collectively be referred to as the “Berth Area”).

(b) Access. The Berth Area shall include the limited right of access for the personnel and visitors of the Vessels to and from the Vessels to the Indoor Event Space and the Outdoor Event Space and an exit to and from the Brooklyn Cruise Terminal, as designated by the Licensor.

**Commented [CSS4]:** How about the offices? The understanding was that we could use the former offices before the warehouse space was demised.

**Commented [CSS5]:** Loading dock is not included as discussed

### 3. Period.

(a) Initial Period. The period of this License Agreement (the "Initial Period") shall commence 9:00 am on 1 January 2010, subject to Port Authority granting consent to the terms of this License Agreement (the "Commencement Date") and shall expire at 5:00 pm on the 31 December 2013, unless extended by the proper exercise of the option to extend or earlier canceled, revoked, or otherwise terminated, in accordance with the terms of this License Agreement (the "Expiration Date").

**Commented [CSS6]:** We may not be ready for occupancy then. Should a clause be inserted to reflect this?

(b) Renewal Period Options: The Licensee shall have two (2) one year options to renew the Initial Period of this License Agreement (respectively referred to herein as the "First Renewal Period" and the "Second Renewal Period" as well as individually and collectively, as applicable, as the "Renewal Period" or the "Renewal Periods") on the same terms and conditions applicable to the Initial Period except as provided in Exhibit D. The First Renewal Period shall commence on first day immediately after the Initial Expiration Date ("First Renewal Commencement Date") and expire no later than one (1) year from the First Renewal Commencement Date ("First Renewal Expiration Date"), and the Second Renewal Period shall commence on the first day immediately after the First Renewal Expiration Date ("Second Renewal Commencement Date") and expire no later than one (1) year from the Second Renewal Commencement Date ("Second Renewal Expiration Date"), subject to termination on any earlier date in accordance with the terms of this License Agreement. If the Licensee exercises the renewal options in the manner provided hereunder, the Initial Period shall be extended by the term of the First Renewal Period and the Second Renewal Period, as the case may be (the Initial Period as extended by the First Renewal Period and the Second Renewal Period, as the case may be, hereinafter collectively referred to as the "Period").

**Commented [CSS7]:** Tim, wont it be hard to raise capital money with these time constraints? Even program money as year 1 you design program, year 2 you raise the funds

**Commented [CSS8]:** Not included

(c) Extension Period Option:

- (i) Grant of Option: Provided that (1) this License Agreement shall then be in full force and effect in accordance with its terms and (2) there shall not then exist any uncured default hereunder at the time of exercise of any option or at the beginning of any extension period, Licensee shall have two (2) consecutive options to extend the Period from the date upon which it would otherwise expire, each for a period of one (1) year, such periods, individually and collectively, may only be exercised in the manner hereinafter set forth.
- (ii) Exercise of Option: Licensee may exercise the first aforesaid option to extend the Period by giving written notice to Licensor of its election not earlier than six (6) months nor later than three (3) months prior to the Expiration Date of the License Agreement, time being of the essence. Provided, Licensee shall have exercised its first option to extend the Period, Licensee may exercise the second option to extend the Period, by giving written notice to Licensor of its election not earlier

than six (6) months nor later than three (3) months prior to the then Expiration Date of the License Agreement, time being of the essence.

- (iii) **Terms Governing Extension Period:** If Licensee shall duly exercise the first or the first and second aforesaid options to extend, the Period shall automatically be extended for the applicable extension period without the necessity for execution of an extension or renewal lease. The Period of the License Agreement, as extended by such options shall be upon all of the same terms, covenants and conditions as shall be in effect hereunder, except that Charges of Article 5 may be adjusted shall be determined in accordance with the provisions.

**THIS IS A SHORT-TERM REVOCABLE LICENSE AGREEMENT, TERMINABLE AT WILL AT LICENSOR'S OPTION. LICENSEE AGREES TO PROMPTLY VACATE THE PREMISES UPON THIRTY (30) DAYS' WRITTEN NOTICE (or IN THE EVENT OF AN EMERGENCY, UPON TWENTY-FOUR (24) HOURS' OR LESS) OF TERMINATION FROM LICENSOR. NO OWNERSHIP, LEASEHOLD, OR OTHER PROPERTY INTEREST SHALL VEST IN LICENSEE BY VIRTUE OF THIS REVOCABLE LICENSE AGREEMENT.**

**Commented [CSS9]:** What is an emergency in this context?

#### 4. Use.

The Licensee shall have the non-exclusive right to use a portion of the Premises for the purposes of temporarily berthing the Specified Vessel known as the Mary Whalen (a retired oil tanker), berthing of Additional Vessels and, subject to prior written consent of the Licensor, other community and cultural events (collectively, the tours and other community and cultural events are referred to as the "Events") upon the Vessels and at and in Indoor Event Space and the Outdoor Event Space, and for no other purpose.

**Commented [CSS10]:** Who else is going to be in the berth? Why is this non-exclusive? Let's discuss what you are thinking maybe to do here.

The Licensee represents and covenants that: (i) the Specified Vessel, the Mary Whalen, is owned and controlled by the Licensee; (ii) the Events shall generally be free to the general public event, however, subject to the Licensor's prior written consent, the Licensee may charge a fee for a limited number of Events and retain the payments for purposes of financially supporting the Licensee's activities, projects and other Events and for the costs of maintaining the Mary Whalen and the Premises.; (iii) the Events shall include without limitation, presentations about the Mary Whalen, as well as \_\_\_\_\_; (iv) however there shall be no outside vendors (except to the extent otherwise provided by this License and subject to consent), no boats giving rides to the general public(except to the extent otherwise provided by this License and subject to consent); (iv) the Licensee shall endeavor to provide some tables and chairs for people to sit at while the general public may be waiting probably for the tours, Events and possibly food and the serving table; (v) a PortSide New York info table; (vi) one or more Port-o-sans and some garbage cans; and (vii) to the extent permitted and at locations permitted by the Licensor and the Port Authority, in there sole discretion, some signs hung on the fence providing information about the Event and signs with directions for finding the Premises; (viii) parking by the general public shall be permitted only in the general parking lot across from the Terminal Building; and (viii) the Licensee understands and agrees that during the Period of its License,

**Commented [CSS11]:** Who said and why?

**Commented [CSS12]:** Seems restrictive without explanation or justification as we have not previously discussed this.

**Commented [CSS13]:** Excessive micromanagement of program activities

**Commented [CSS14]:** Unclear. Where?

**Commented [CSS15]:** Numbering out of sequence

provided that the Licensee is in good standing, the Licensee may allow Additional Vessels to berth in the Vessel Tie Up Area, subject to the requirements, rules, regulations and terms and conditions set forth elsewhere in this License Agreement and in particular in Exhibit D.

The Licensee envisions a year-round attraction and a functional, colorful waterfront where people will enjoy the chance to get close to authentic working boats and learn about how water affects their lives, **subject to the consent of the Licensor and the Port Authority** and not any time, day or **night**, when that a Cruise Ship is berthed at the Brooklyn Cruise Terminal.

**Commented [CSS16]:** What is vetting process, event by event, or can whole concepts be approved in advance because up until now it has been a blockade process

Licensee intends to help revitalize the Red Hook waterfront in a thematically appropriate way that addresses the needs of residents, workers and visitors.

**Commented [CSS17]:** As of sometime summer 09, the feeling was that after the cruise ship finished loading, PSNY could use string piece and "truck staging area"

In particular, the Licensee expects to respond to the needs, expectations and interests of three distinct audiences with differing ties to the waterfront:

- For visitors, the Licensee offers a fun and informative experience that lets them appreciate New York's impressive maritime industry from both historical and contemporary vantages;
- For local residents, the Licensee becomes a regular venue for entertainment and education; and
- For those who work on the water, the Licensee offers a place to find support services and stretch their legs off the boat.

Licensee plans upland programming in addition to in-water. Programming concepts include:

- Special Events and ongoing programs in the Indoor Event Space inside the Pier shed
- Events at the Outdoor Event Space on asphalt of the parking lot adjacent to the **shed**
- Programs a more social service type (youth programs, marine career center).

**Commented [CSS18]:** And Loading dock area

The Additional Vessels visitation profile includes:

- Historic Vessels that are not only wooden boats but also steel Vessels.
- Workboats coming in for truck stop style rest-area services (grocery shopping, newspapers, chance to get off the boat). Tug boats expected to predominate, and we expect boats from NYPD, FDNY and Army Corps. We may get NJ fireboats as several of these have been seen at the Fairway dock (Newark and Jersey City).
- Charter and excursion Vessels.



- Government Vessels providing tours (DEP, USACE, FDNY, NYPD)

An encompassing theme of the Licensee’s efforts and use of the Premises is the support of community revitalization and the bridging the divide between the marine industrial sector and the residential and commercial sectors.

**5. Charges.**

(a) Base Charge. Licensee shall not have to pay a daily or monthly Base Charge for the Period provided that Licensee complies with all the terms and conditions of this License and subject to the requirements of Exhibit D.

(b) Reimbursement Charge. Licensee agrees to pay the Licensor an amount that is equivalent to the Licensee’s Pro-rata Share of the Basic Rental during the Period (referred to as the “Reimbursement Charge”). The Licensee’s Pro-rata Share means the proportionate share of the Basic Rental that is attributed to the Indoor Event Space (as defined and specified in the Port Authority Lease, Section 3(c) entitled “Pier 11 Shed Premises”) and to the **Outdoor Event Space** (as defined and specified in the Port Authority Lease, Section 3 (d) entitled “Pier 11 Open Premises”).

(c) Additional Vessel Charge. Licensor reserves the right to charge Licensee for the berthing of any Additional Vessel (and/or require a participation payment to share a part of the fee charged by the Licensee for an Additional Vessel to berth at the Premises).

(d) Additional Charges. The Licensee also agrees to pay the additional charges (charges other than the Base Charge, Reimbursement Charge and **Additional Vessel Charge**) due and payable by Licensee pursuant to the terms of this License Agreement (“Additional Charges”) which shall be billed to Licensee and shall be paid in full by Licensee within **ten (10) days following** notice of the Additional Charges. The Base Charge, Reimbursement Charge, Additional Vessel Charge and the Additional Charges are referred to individually as the “Charge” or “License Charge” and collectively as the “Charges” or “License Charges”. An example of an Additional Charge would be a reasonable charge for the use by, and on behalf of, the Licensee of utilities, including, to the extent applicable, electricity (for the Specified Vessel and/or for Additional Vessels) incurred during the Period in connection with Licensee’s Specified Vessel and/or any Additional Vessels berthing at the Premises. To the extent that Licensee disputes any such Additional Charges, Licensee shall advise Licensor and License Administrator in writing within five (5) days of receiving notice of such Additional Charge, and the Parties agree to use good faith efforts to resolve the dispute.

(e) Payment of Charges. The Charges that are due in monetary amounts shall be payable by check or money order, accepted subject to collection, to the order of the Apple Industrial Development Corp. (or such other entity as Licensor may designate in writing) and sent, in care of Apple Industrial Development Corp., to: P. O. Box 27700, New York, New York 10087-7700

**Commented [CSS19]:** Outdoor space was going to be no charge for this as of March 09 discussions just prior to EDC publicly announcing that PSNY would be sole-sourced. As PSNY does not have exclusive use of this how would we be charged?

**Commented [CSS20]:** Can we see this?

**Commented [CSS21]:** What is rate or concept for this?

**Commented [CSS22]:** ????

**Commented [CSS23]:** Very short term, especially if PSNY has to collect payment from the Additional Vessel

(or such other address as Licensor may designate from time to time).

(f) Late Payment. In the event that Licensee fails to pay any Charge in full by the tenth (10th) day after the Charge was due in accordance with this License Agreement, then Licensor or License Administrator, each in their sole discretion, may impose a late payment charge equal to two percent (2%) of any Charges due, but not less than a minimum charge of ten dollars (\$10.00) with respect to each late payment ("Late Payment Charge"). Such Late Payment Charge shall be compounded monthly and shall be collectible as an Additional Charge. Failure to demand a Late Payment Charge shall not constitute a waiver of Licensor's or Apple's right to collect it at a later date.

## 6. Utilities and Services.

The Licensor is not required to provide any utilities or services for the Licensee or to the Premises or any of the Vessels. The Licensee may request, and maybe provided, at its own expense, limited electrical energy that could be utilized by the Vessels and Licensee shall be responsible for the payment of the use of any such electrical energy.

Commented [CSS24]: What about the offices?

## 7. Insurance.

### (a) General Insurance Coverage Requirements.

(i) Licensee shall have Protection and Indemnity Insurance with a Pollution Extension Endorsement for bodily injury and property damage liability with combined single limit for bodily injury, personal injury and property damage in the amount of not less than \$20,000,000. Said insurance shall name as additional insureds: New York City Economic Development Corporation, Port Authority of New York and New Jersey (the "Port Authority"), the City of New York (the "City"), Phoenix Beverages MTO, LLC, Phoenix Beverages, Inc., Windmill Distributing Company, L.P., Demon Logistics, LLC (which rent the adjacent space) and Apple Industrial Development Corp. ("Apple") (which manages properties on behalf of NYCEDC) and their respective members, directors, officers, officials, agents, employees, consultants, contractors and other representatives as additional insureds thereunder against any and all claims, suits, demands or judgments by reason of personal injuries including death and for any claims for damage to property arising out of or as a result of this License Agreement occurring on or in proximity to the Berth Area and for a distance in all directions of a minimum of 600 feet, including but not limited to the docks, the piers, the landing barges, landing floats, dolphins, piles, fendering systems, the quays, the gangways, the ramps, the platforms, the bulkheads, the lands under water, marginal streets, wharves and places and/or arising out of or as a result of the use thereof by Licensee. Licensee shall furnish to Licensor and two (2) copies of the policy, including riders, upon execution of this License Agreement.

Commented [CSS25]: What is this?

Commented [CSS26]: Who?

(ii) For the personnel who work for Licensee, whenever applicable, Licensee shall

procure and maintain during the life of this License Agreement, Longshoremen's and Harbor Workers' Compensation Insurance, and whenever applicable, protection shall also be obtained for liability under the Jones Act and under general maritime law to meet statutory requirements. Licensee shall furnish to Licensor two (2) Certificates of such Insurance upon execution of this License Agreement.

Commented [CSS27]: Does this apply to us?

(iii) Licensee shall be required to obtain Commercial General Liability insurance on an occurrence basis, written on the ISO Form CG-0001 (or its equivalent), in the amount of not less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), personal and property damage and a minimum of \$4,000,000 aggregate for the duration of this License Agreement with all the Indemnitees (as defined in this Terms and Conditions (a)) named as additional insureds with coverage for contractual liability (at least as described below) and with Independent Contractors Coverage, and with no exclusions for waterfront activities. The liability policy should specifically state that it is being issued "in accordance the License Agreement between the Licensor and Licensee pertaining to the Specified Vessel's berthing during the Period at the Berth Area within Atlantic Basin in the Brooklyn Cruise Terminal" with respect to contractual liability coverage in accordance with New York State Policy Forms

Commented [CSS28]: This has gone up from the \$1MM required for events. Why?

However, for any period of time during the Period of this License Agreement (A) whenever there are more than one hundred (100) people or more at the Premises, the combined single limit per occurrence for bodily injury (including death), personal and property damage shall be in the amount of not less than \$5,000,000 and the aggregate shall be in the amount of not less than \$10,000,000; (B) whenever there are more than \_\_\_\_\_ (\_\_\_\_\_) people or more at the Premises, the combined single limit per occurrence for bodily injury (including death), personal and property damage shall be in the amount of not less than \$\_\_\_\_\_ and the aggregate shall be in the amount of not less than \$\_\_\_\_\_;

Commented [CSS29]: Even higher?

Licensee shall furnish to Licensor two (2) Certificates of such Insurance upon execution of this License Agreement. if Licensee will be serving alcoholic beverages on board the Specified Vessel, then Licensee shall be required to obtain a Liquor Law Liability endorsement as part of its Commercial General Liability insurance for the same limits as required above.

Commented [CSS30]: Contradicts the no alcohol provision which in Article 12E

(iv) Licensee shall be required to obtain a Business Automobile Policy with limits of liability not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal and property damage with a minimum aggregate of \$2,000,000 with all the Indemnitees named as additional insureds. Licensee shall furnish to Licensor two (2) Certificates of such Insurance upon execution of this License Agreement; and

Commented [CSS31]: Does this mean autos owned by PortSide?

(v) Licensor may require Licensee to obtain and maintain Wharfinger's Insurance naming the City of New York and the Indemnitees as named insured up to a limit of \$1,000,000. Such coverage shall be obtained through a carrier deemed acceptable to the Licensor, and copies of the policy shall be filed with Licensor prior to the commencement of any ferry

Commented [CSS32]: Why such approval on Wharfingers and not the others

services.

(b) Insurance Specifications.

(i) Additional Insureds. The Commercial General Liability insurance, Automobile Liability Insurance, and Protection and Indemnity Insurance (if applicable) must name as additional insureds all of those parties set forth below (“Additional Insureds”).

The City of New York (the “City”),  
New York City Economic Development Corporation,  
Apple Industrial Development Corp.,  
Port Authority of New York and New Jersey,  
Phoenix Beverages MTO,  
Phoenix Beverages, Inc.,  
Windmill Distributing Company, L.P.,  
Demon Logistics, LLC  
(Collectively referred to as “Additional Insureds”).

Commented [CSS33]: Who?

All Additional Insureds must also be certificate holders must be shall be listed on the certificates of insurance to be provided to the License Administrator.

The Additional Insureds must also be certificate holders shall be listed on the certificates of insurance to be provided to the License Administrator.

Addresses for the Additional Insureds.

The applicable addresses for the Additional Insured are as follows:

New York City Economic Development Corporation  
110 William Street  
New York, NY 10038  
Atten: David Alvarez, Vice President

with a copy to Atten: Meredith Jones, General Counsel

Apple Industrial Development Corp.  
110 William Street  
New York, NY 10038  
Atten: Lee Benedict, Apple Vice President

Port Authority of New York and New Jersey  
225 Park Avenue South  
New York, NY 10003  
Jon Trutneff, POC  
Port Commerce Department

City of New York  
Department of Small Business Services,  
110 William Street,  
New York, New York 10038  
Atten: Andrew Schwartz, First Deputy Commissioner

with a copy to:  
New York City Law Department  
100 Church Street  
New York, New York 10007  
Attention: Chief, Economic  
Development Division

Phoenix Beverages MTO  
Phoenix Beverages, Inc.,  
Windmill Distributing Company, L.P.,  
Demon Logistics, LLC  
Pat Simeone  
psimeone@forbee.com  
Phone: +1.347.834.7023

**Commented [CSS34]:** Why is SBS involved? As a dockmaster function? They were not included in the list of additional insureds.

(ii) Certificates of Insurance. The Licensee must provide the License Administrator with Certificates of Insurance that evidence insurance coverage for the Licensee and each of the Licensee's Agents, acceptable to the License Administrator, prior to the access to the Brooklyn Cruise Terminal by the Licensee and, as applicable, any of the Licensee's Agents;

(iii) Acceptability of Insurance. All types, amounts, limits, self insured retentions, deductibles, exemptions, exclusions, and coverages of insurance required by this License Agreement as well as the forms that the insurance is written on and the insurance companies issuing such insurance (e.g., a rating by Best of no less than A-7) are subject to the acceptability of the NYCEDC and the License Administrator

(iv) Remaining Liable. Notwithstanding any other provision of this Section pertaining to Insurance, Licensee shall be, continue and remain liable for any uninsured destruction, loss or damage to the Pier and/or any or all other parts of the Brooklyn Cruise Terminal during the Period for which the Licensee is, or would be, liable pursuant to the terms of this License Agreement and/or caused as a result of Licensee's and/or Licensee's Agents acts, omissions, operations, presence or other activities. In the event of any such loss or damage for which Licensee becomes liable as aforesaid, Licensee shall, at its sole cost and expense, promptly repair or replace the property so lost or damaged in accordance with plans and specifications approved by NYCEDC and License Administrator or, at the discretion of NYCEDC and/or License Administrator, Licensee shall pay in cash the value of repairs or rebuilding, such value to be determined by License Administrator, in

lieu of performance of such repairs to or rebuilding of the Pier and/or any or all other parts of the Brooklyn Cruise Terminal;

(v) Waiver of Right of Subrogation. All policies of insurance required by this Section, except worker's compensation/employer's liability, shall contain a written waiver of the right of subrogation with respect to all of the named insureds and additional insureds, including, without limitation, NYCEDC, License Administrator, Turner Construction and Apple;

(vi) Excess or Umbrella Policies. The insurance required to be carried by Licensee and/or the Licensee's Agents pursuant to the provisions of this License Agreement may, at the option of Licensee and Licensee's Agents, be effected by excess and/or umbrella policies issued to Licensee and/or the Licensee's Agents, provided, such policies otherwise comply with the provisions of this License Agreement.

(vii) Primary Insurance. All insurance policies required by this License Agreement shall be primary protection and neither NYCEDC, nor License Administrator, nor Apple, Inc., nor Turner, will be called upon to contribute to a loss that would otherwise be paid by Licensee's (or Licensee's Agents') insurer; and

(viii) Special Defense Requirements for the Port Authority. Insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, the Port Authority's Board of Commissioners, officers, agents or employees, the governmental nature of the Port Authority or its provisions of any statutes respecting suits against the Port Authority.

(c) Additional Vessels. All Additional Vessels must have and maintain the **same or more extensive** insurance as required of the Licensee and upon the same or more favorable terms to the Licensor and the other Additional Insureds as the terms as required of the Licensee.

(d) Continuing Liability. The provisions of this Terms and Conditions of the License Agreement entitled "Insurance Requirements" shall survive the Expiration of the Period or earlier termination, cancellation or revocation of this License Agreement and use of the Berth Area.

## 8. Indemnification, Defense, and Hold harmless.

(a) Indemnification, Defense, and Hold Harmless. To the fullest extent permitted by New York State law, Licensee agrees to defend, pay on behalf of, indemnify, and hold harmless The City of New York, New York City Economic Development Corporation, Apple Industrial Development Corp., Port Authority of New York and New Jersey, Phoenix Beverages MTO, Phoenix Beverages, Inc., Windmill Distributing Company, L.P., Demon Logistics, LLC, and their respective elected and appointed officials, officers, directors, members, agents,

**Commented [CSS35]:** This needs to be scaled to type of vessel and use, would effectively prevent most historic vessels and is more stringent than was required in the past.

representatives, volunteers, and employees (collectively, referred to as the "Indemnitees") from and against any and all claims, liabilities, demands, penalties, fines, actions, suits, settlements, damages, losses, costs, expenses, and judgments (including, without limitation, attorney fees and all costs connected therewith) of whatever kind or nature, known or unknown, contingent or otherwise:

**Commented [CSS36]:** Are we protected at all if they do something?

(i) for injury to any person or persons, including death, or any damage to property of any nature in connection with or arising out of, in whole or in part, (A) any act(s) (intentional or otherwise) or omission(s) or error or negligence of Licensee, Licensee's Agents and/or of their respective officers, officials, employees, invitees, visitors, guests, representatives, agents, contractors or subcontractors occurring on, in, at, under the Berth Area or in proximity to the Berth Area and/or any other portion of the Brooklyn Cruise Terminal, or (B) this License Agreement including, without limitation, any personal injury, bodily injury including death, or property damage related to any collapse or failure of all or any portion of the Berth Area or any other portion of the Brooklyn Cruise Terminal, or (C) Licensee's, Licensee's Agents and/or any of their respective officers', officials', employees', invitees', visitors', guests', representatives', agents', contractors' or subcontractors' or any other Licensee's Invitees' use, occupancy or operations in, on, at or about the Berth Area and/or any other portion of the Brooklyn Cruise Terminal or

**Commented [CSS37]:** What if PA property fails of its own structural or maintenance defect? We do we assume this risk?

(ii) relating to or arising from any and all liens and encumbrances which may be filed or recorded against the Berth Area and/or any or all other parts of the Brooklyn Cruise Terminal or any public improvement lien filed against any funds of NYCEDC, or License Administrator or Apple as a result of actions taken by or on behalf of Licensee, Licensee's Agents and/or any of their respective contractors, subcontractors, agents, representatives, officers, officials, employees, guests or invitees or

(iii) arising out of, or in any way related to, the storage, transportation, disposal, release or threatened release by Licensee, Licensee's Agents, other Licensee's Invitees' and/or any of their respective employees, guests, contractors, subcontractors, representatives or agents of any Hazardous Materials (as hereinafter defined) over, under, in, on, from or affecting the Berth Area and/or any other parts of the Brooklyn Cruise Terminal or any persons, real property, personal property, or natural substances thereon or affected thereby during the Period of this License Agreement or the berthing of the Specified Vessel and/or any Additional Vessel at the Brooklyn Cruise Terminal, or any claim against or liability of any of the Indemnitees concerning or related to the existence of any Hazardous Materials at the Berth Area and/or any or all other parts of the Brooklyn Cruise Terminal which claim or liability arose out of or resulted from any acts or omissions during the Period of this License Agreement or the berthing of the Specified Vessel at the Brooklyn Cruise Terminal by Licensee, Licensee's Agents and/or any of their respective employees, guests, contractors, subcontractors, representatives or agents.

(b) Definition of Hazardous Materials. For purposes of this paragraph "Hazardous Materials" means (i) any "hazardous waste" as defined under the Resource Conservation and Recovery Act,

42 U.S.C. Section 6901 et seq., or (ii) "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., or (iii) "hazardous materials" as defined under the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., or (iv) "hazardous waste" as defined under New York Environmental Conservation Law Section 27-0901 et seq., or (v) "hazardous substance" as defined under the Clean Water Act, 33 U.S.C. Section 1321 et seq. or (vi) "petroleum" as defined under the New York State Navigation Law, Chapter 37, Article 12, Section 172 (15), or (vii) petroleum or petroleum products, crude oil or any by-products thereof, natural gas or synthetic gas used for fuel; any **asbestos, asbestos-containing material, polychlorinated biphenyl; radon and radioactive materials; medical waste; or (viii) and any additional substances or materials which from time to time are classified or considered to be hazardous or toxic or a pollutant or contaminant under the laws or other rules or regulations of the City of New York, the State of New York, and/or the United States of America.**

**Commented [CSS38]:** What about asbestors etc that could be on the property? Phoenix found asbestos in Pier 7 (we haven't been told where) and as Pier 11 seems built in the same style, asbestos could be there too.

(c) **Special Defense Requirements for the Port Authority.** With regard to the Licensee's defense of the Port Authority, Licensee shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, the Port Authority's Board of Commissioners, officers, agents or employees, the governmental nature of the Port Authority or its provisions of any statutes respecting suits against the Port Authority.

**Commented [CSS39]:** Again?

(d) **Additional Vessels.** The owners and operators of the Additional Vessels must agree to the same or more extensive indemnification, hold harmless and defense obligations as required of the Licensee and upon the same or more favorable terms to the Licensor and the other Indemnitees as the terms as required of the Licensee.

(e) **Continuing Liability.** The provisions of this Section entitled "Indemnification; Defense; Hold Harmless" shall survive the Expiration of the Period, earlier termination, cancellation or revocation of this License Agreement and any use of the Premises or Atlantic Basis by the Specified Vessel and any Additional Vessel.

## 9. Liens Against Premises; Discharge of Liens.

(a) **Prohibition against Liens.** Licensee shall not create, cause to be created or allow to exist (i) any lien, encumbrance or charge upon the Premises or any part thereof, (ii) any lien, encumbrance or charge upon any assets of, or funds appropriated to, Licensor, License Administrator, the Port Authority (if not the License Administrator) or Apple, or (iii) any other matter or thing whereby the estate, rights or interest of Licensor in and to the Premises or any part thereof might be impaired. If any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Premises or any part thereof, or if any public improvement lien is created, or caused or suffered to be created by the Licensee, or shall be filed against any assets of, or funds appropriated to, Licensor or License Administrator, Port Authority (if not the License Administrator), or Apple, then Licensee shall within thirty (30) days after receipt of



notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien or public improvement lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise.

(b) Licensee Dispute of Liens. Should Licensee elect to dispute the validity of any such lien or charge placed, filed or recorded against the Premises, in lieu of canceling or discharging the same, Licensee (i) shall furnish to Licensor a bond or bonds in connection therewith in such form and amount as shall be approved by Licensor and (ii) shall bring an appropriate proceeding to discharge such lien and shall prosecute such proceeding with diligence and continuity; except that if, despite Licensee's efforts to seek discharge of the lien, Licensor or License Administrator believes such lien is about to be foreclosed and so notifies Licensee, Licensee shall immediately cause such lien to be discharged as of record or Licensor may use the bond or other security furnished by Licensee in order to discharge the lien.

The provisions of this Section 9 entitled "Liens Against Premises; Discharge of Liens" shall survive the Expiration Date of this License Agreement.

#### 10. Condition of Premises.

(a) Licensee acknowledges that no representations have been made to Licensee as to (i) the legality of Licensee's use of the Premises for any purpose and (ii) the condition of the Premises. Licensee has inspected the Premises and accepts the Premises "as is". The Licensee is responsible for determining the depth of the water in and around the slips and area adjacent to the Pier 11 and determining whether such is sufficient to berth the Specified Vessel, Mary Whalen, or any Additional Vessel at the Premises. The Licensee shall provide for proper/additional fendering as necessary as well as providing gangway(s) from the Specified Vessel and any Additional Vessel to the Pier 11 (which gangway must be stored on the Specified Vessel or Additional Vessel, as appropriate, when not in use). Upon the expiration of this License Agreement, Licensee shall restore the Premises to its original condition, at Licensee's sole cost and expense, to the satisfaction of the Licensor. Licensee agrees not to interfere with the access for or operation of the Brooklyn Cruise Terminal.

(b) Licensee specifically acknowledges that License Administrator has made no representations as to the adequacy of the bulkhead and the fendering system on the Premises for any dockage purposes, and that Licensee will have the responsibility to inspect the bulkhead and fendering system and to make any improvements that are necessary for such dockage at Licensee's sole expense. Licensee shall be responsible for any damage to the Premises, including, without limitation, the pier substructure that may arise in connection with Licensee's Specified Vessel or other Additional Vessels berthing or other dockage uses of the Premises, irrespective of any preexisting structural defect or deteriorated condition of the pier and the other structures comprising the Premises. Licensee's liability for any damage to the pier and the other structures comprising the Premises and Licensee's indemnification obligations in Article 8 entitled "Indemnification" of this License Agreement that may arise in connection with Licensee's dockage uses of the Premises shall not be limited or affected by any preexisting

**Commented [CSS40]:** EDC should mandate that PA share results of annual water depth survey.

**Commented [CSS41]:** Why is storage on string piece not allowed. It is 29' wide

**Commented [CSS42]:** Compare to terms in Atl B RFP

**Commented [CSS43]:** How do we establish baseline condition of pier so PSNY is not blamed for damage not our fault?

structural defect or deteriorated condition of the pier and the other structures comprising the Premises.

(c) If, during the Period of this License Agreement, the slips or water that are part of or adjacent to the Premises or the Pier 11 shall become obstructed in whole or in part by the sinking of any waterborne craft or other obstruction as a result of Licensee's operation or actions, Licensee, after notice from Licensor, shall promptly remove such obstruction, or cause the same to be removed without cost or expense to Licensor or License Administrator. If, after notice from Licensor, Licensee fails to remove such obstructions, Licensor or License Administrator may, at their sole discretion, undertake the removal thereof, and, in such event, Licensee shall reimburse Licensor or License Administrator for expenses so incurred.

## 11. Structures, Improvements and Personal Property.

(a) Prior Written Consent Required. Licensee shall not itself, and shall not permit others to erect, install or maintain upon the Premises additions, changes, improvements, signs or structures of any kind (collectively, the "Improvements") other than those now on the Premises or those that the Licensee has been granted prior written consent by the Licensor, in its sole discretion.

(b) Removal upon Expiration of the License Agreement. Upon expiration of this License Agreement, Licensee shall remove all improvements, materials, decorations, equipment and other personal property erected, installed, maintained or placed at the Premises by Licensee or any of its employees, agents, servants, invitees, independent contractors or subcontractors.

**Commented [CSS44]:** Is demising wall included in this list?

**Commented [CSS45]:** We propose a subagreement for improvements like insulation etc. We propose that EDC approval of improvements consider accepting them as permanent, to be discussed on a case by case basis. Eg, returning it to its current weary condition doesn't seem to be a gain for anyone.

## 12. Compliance with Authorities, Laws, Rules and Regulations and Conduct at Premises

(a) Compliance with Authorities, Laws, Rules and Regulations. Licensee shall, at Licensee's sole cost and expense, comply with and observe obey (and to compel its officers, employees, guests, invitees, agents, representatives and others on the Premises with its consent to comply and observe) the provisions of this License Agreement and any and all laws, rules, regulations, requirements, ordinances, resolutions and orders of Licensor and of any and all administrations, departments, bureaus and boards of United States federal government, State of New York, City of New York and other local authorities applicable to this License Agreement, the Premises, the slips or water or lands or lands underwater that are adjacent to the Premises, and/or the use, occupancy and maintenance thereof.

(b) Compliance with NYCEDC and Port Authority Rules and Regulations  
The Licensee covenants and agrees to observe and obey (and to compel its officers, employees, guests, invitees, agents, representatives and others on the Premises with its consent to observe and obey) the rules and regulations of the Licensor and/or the Port Authority, now or hereafter in effect, and such further reasonable rules and regulations (including amendments and supplements thereto) for the governance of the conduct and operations of the Licensee as may from time to time, during the letting, be promulgated by the Licensor and/or the Port Authority for reasons of

safety, security, health, or preservation of property, or for the maintenance of the good and orderly appearance of the Premises, or for the safe and efficient operation of the Brooklyn Cruise Terminal as well as the applicable terms and conditions of the specific Sections of the Port Authority Lease as described in Section 21 below entitled “Subordinate to Port Authority Lease” (collectively, the “Rules and Regulations”). The Licensor and/or Port Authority, as applicable, agree to provide reasonable notice to the Licensee, except in cases of emergency, of every such further Rules or Regulations at least ten (10) days before the Licensee shall be required to comply therewith.

(c) Compliance with Noise Control Code. Licensee shall comply with 24.201 et.seq. of the Administrative Code of the City of New York (the “Noise Control Code”). Licensee shall not permit or cause to be permitted, operated, conducted, constructed or manufactured on the Premises devices and activities which would cause a violation of the Noise Control Code. Any such devices and activities shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices or activities in accordance with the regulations issued by the Department of Environmental Protection of the City of New York, or its successor.

(d) License Required: This License Agreement does not grant authority for any operation or use which may require any permit or approval. If required, Licensee must obtain any such authorization, permit, or approval, at its sole cost and expense. Such compliance includes, but is not limited to, any required review, permit or approval by Licensor, and/or any other applicable governmental entity.

(e) Specific Use Issues: Food Vendors and TPA. Licensee recognizes the importance of public safety during the tours of the Mary Whalen or any Additional Vessel in the Berth Area and during the Events on any of the Vessel or Outdoor Event Space or Indoor Event Space and shall always coordinate the public safety requirements, logistics and issues with the local police precinct and NYC Fire Department. In addition to and supplementing the compliance with all Laws, Rules and Regulations, Licensee agrees that it will take all necessary steps in order to provide the maximize public safety, including, without limitation, requiring of all food vendors and any other applicable parties the following:

- Fire extinguishers must be present at every food vender and at every generator
- Propane cylinders are limited in size and number; must be connected to stoves according to specific requirements.
- Generators must conform to specific signage, grounding, and safety valve requirements and cannot be refueled on-site.
- Fire alarms, fire hydrants, and fire lanes must be free from obstruction
- No alcoholic beverages are permitted to be served, sold, consumed or brought on the Premises.
- Comply with all requirements and layout diagrams in context of any TPA Temporary Public Assembly permit that is required for the particular event’s number of participants.
- The layout of the vendors and all materials, structures, tents and other event equipment and trade fixtures will be arranged and; placed far enough apart to so as to minimize any

**Commented [CSS46]:** What does this state for a demapped port m-zone? Eg, this is not city property subject to city code weve been told. Does it state anything at all for such an area? I cant imagine the Port next door is subjected to this.

**Commented [CSS47]:** Is TPA needed on PA property? As above, this is not city property subject to city code weve been told.

**Commented [CSS48]:** WHAT. OBJECTIONABLE. Shuts down catering at evening performance events which we have discussed all along. And could be interpreted to shut down many dinner boat operations, no?

fire risk, to maximize access for emergency response, and to minimize obstruction to other users of the Brooklyn Cruise Terminal, in particular, the adjacent tenant (Phoenix Beverages MTO, LLC, Phoenix Beverages, Inc., Windmill Distributing Company, L.P., Demon Logistics, LLC).

(e) Joint and Several obligations. If more than one individual or other legal entity is the Licensee under this License Agreement, then each and every obligation hereof shall be the joint and several obligation of each such individual or other legal entity.

(f) Method of Operation

In the performance of its obligations hereunder and in the use of the Premises:

(i) Licensee shall conduct its operations in an orderly, lawful and proper manner, so as not to annoy, disturb or be offensive to others near the Premises or at the Brooklyn Cruise Terminal.

(ii) The Licensee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it. As soon as reasonably possible, the Licensee shall remove the cause of any objection made by the Licensor and/or the Port Authority relative to the demeanor, conduct or appearance of any of the employees of the Licensee or of any such others on the Premises with the consent of the Licensee.

(iii) The Licensee shall not allow any garbage, debris or other waste materials (whether solid or liquid) to collect or accumulate on the Premises and the Licensee shall remove from the Premises and from the Brooklyn Cruise Terminal all garbage, debris and other waste materials (whether solid or liquid) arising out of its operations hereunder. Any such material which may be temporarily stored shall be kept in suitable waste receptacles in a concealed location, the same to be made of metal and equipped with tight-fitting covers, and in any case to be designed and constructed to contain safely the waste material placed by the Licensee therein. Said receptacles shall be provided and maintained by the Licensee and shall be kept covered except when being filled or emptied. The Licensee shall use extreme care when effecting removal of all such material, shall effect such removal at such times and by such means as are first approved by the Licensor, and shall in no event make use of any facilities or equipment of the Licensor for the removal of such material except with the prior consent of the Licensor in its sole discretion; provided, however, that such garbage be collected and removed from the Premises a minimum of three (3) times a week. Licensee shall comply with all recycling rules pursuant to the laws of the City.

(iv) The Licensee shall take all reasonable measures to eliminate vibrations tending to damage the Premises or the Brooklyn Cruise Terminal or any part thereof and Licensee shall not cause or permit to be caused or produced upon the Premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases,

**Commented [CSS49]:** Does this include dumpsters? This is a port.

**Commented [CSS50]:** Feels like micromanagement, that's more than DSNY street service. What if we only have full office wastebaskets... we don't need 3 times a week pick up.

vapors or odors; and if there shall be any such occurrence, Licensee shall take proper measures to eliminate any such smoke, gas, vapor or odor.

(v) The Licensee shall permit the use of the Premises (not excluding the Berth Area) at any time and from time to time for the installation, maintenance and operation of such navigation lights as may be required by the United States Coast Guard or other governmental authority having jurisdiction (at Licensee's sole cost and expense), and the Licensee shall furnish and pay for such electricity as may be required for use by the navigation lights which may be so installed.

(vi) The Licensee shall promptly raise and remove or cause to be raised and removed any and all objects of any kind, including Vessels or other floating structures and equipment (whether or not intended to be floating), owned or operated by the Licensee, or by a corporation, company or other organization or person associated, affiliated or connected with the Licensee or for which the Licensee, acts as agent, stevedore or terminal operator, (or of others going to or from the Premises on business with the Licensee), which shall have sunk, settled or become partially or wholly submerged at the Brooklyn Cruise Terminal.

(vii) Licensee shall not throw, discharge or deposit or knowingly permit to be thrown, discharged or deposited any cargo, refuse, ashes or any material whatsoever, into or upon the waters of or about the Premises.

(viii) Licensee shall not do or permit to be done any act or thing at the Premises which shall create an inordinate risk of subjecting Licensor to any liability or responsibility for injury to any person or persons or damage to any property.

### **13. Investigations.**

(a) The Licensee agrees to cooperate fully with any investigation, audit, or inquiry conducted by a State of New York ("State") or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, permit, lease or license that is the subject of the investigation, audit or inquiry.

### **14 Representations of the Licensee.**

Except as set forth in the Exhibit E attached hereto, Licensee represents and warrants that neither Licensee nor any principal thereof:

(a) is in default or in breach, beyond any applicable grace period, of its obligations under any written agreement with the Licensor, the Port Authority, or the City, unless such default or

breach has been waived in writing by the Licensor, Port Authority or the City, as the case may be;

(b) has been convicted of a misdemeanor related to truthfulness and/or business conduct in the past five (5) years;

(c) has been convicted of a felony in the past ten (10) years;

(d) has received a formal written notice from a federal, state or local governmental agency or body that such Person is currently under investigation for a felony offense; or

(e) has received a written notice of default in the payment to the City of any taxes, sewer rents or water charges, which have not been paid, unless such default is currently being contested with due diligence in proceedings in a court or other appropriate forum.

(f) As used herein, the following capitalized terms shall have the respective meanings set forth below:

(i) "Control or Controls" shall mean the power to direct the management and policies of a Person (x) through the ownership of not less than a majority of its voting securities, (y) through the right to designate or elect not less than a majority of the members of its Governing Body, or (z) by contract or otherwise.

(ii) "Governing Body" shall mean, when used with respect to any Person, its board of directors, board of trustees or individual or group of individuals by, or under the authority of which, the powers of such Person are exercised.

(iii) "Person" shall mean any individual or entity, whether a trustee, corporation, general partnership, limited liability company, limited liability partnership, joint stock company, trust, estate, unincorporated organization, business association, tribe, firm, joint venture, Governmental Authority, governmental instrumentality or otherwise.

(iv) "Principal(s)" shall mean, with respect to any Person that is an entity, the chief executive officer, the chief financial officer and the chief operating officer of such Person, or any individual holding equivalent positions.

Licensee shall inform License Administrator within ten (10) Business Days of any change to its status with respect to the representations and warranties made pursuant to this Section \_\_\_\_\_ and/or the any disclosure statement.

#### 15. Jurisdiction, Waiver of Trial by Jury and Counterclaims.

This License Agreement will be performed in the State of New York and the parties consent to its interpretation according to the law of the State of New York. Licensee hereby irrevocably

**Commented [CSS51]:** As we grow our board, does this mean we have to tell them?

agrees that any action against Licensor, the City of New York, the Port Authority, or Apple will be brought in the Supreme Court of New York State in New York County or the Federal Courts in the Southern District of New York and further hereby irrevocably consents to the jurisdiction of the Supreme Court of New York State in New York County or the Federal Courts in the Southern District of New York in connection with any action, suit or proceeding brought by Licensor, City, Port Authority, or Apple or any action, suit or proceeding in which Licensor, the City of New York, the Port Authority, or Apple is or becomes a party to enforce any of its rights and remedies under this License Agreement. The foregoing consent, however, shall not affect or limit in any manner or to any extent the right of Licensor, the City of New York, the Port Authority, or Apple to enforce such rights and remedies in any other jurisdiction. To extent permitted by law, the parties shall waive trial by jury in any action or proceeding or counterclaim brought on any matter whatsoever arising out of or in any way connected with this License Agreement, or the use or occupation of the Premises or the Brooklyn Cruise Terminal. This provision shall survive the expiration or earlier termination of this License Agreement.

**16. Non Discrimination.**

Licensee shall not discriminate with respect to its use of the Premises against any person because of race, creed, color, national origin, sex, sexual orientation, age or disability.

**Commented [CSS52]:** We need to discuss access to vessels by disabled people. What are established requirements for historic vessels, charter vessels etc. Many landing vessels (tugs, FDNY, NYPD, USACE, historic vessels) are not ADA accessible.

**17. No Subletting and Assignment.**

Licensee shall not sublet any portion of the Premises or assign Licensee's interest or any portion thereof under this License Agreement without Licensor's prior written consent. In accordance with all of the terms, conditions and requirements provided in the License Agreement (including, without limitation, the Exhibits and submitting a completed and signed PortSide Additional Vessel Information Form), Licensee may permit Additional Vessels to berth at the Premises and participate in Events.

**18. Security.** Licensee is solely responsible for the security of the Berth Area and the rest of the Premises and Licensee's operation and License must coordinate these responsibilities with NYCEDC, the Port Authority, the License Administrator, the Adjacent Tenant and the other tenants and users located at the Brooklyn Cruise Terminal to ensure the overall security of the Premises and the Brooklyn Cruise Terminal. Licensee agrees to cooperate with License Administrator to comply with any security measures and restrictions imposed by U.S. Navy, U.S. Coast Guard, Department of Homeland Security, United States Customs, or all other governmental authorities.

**19. No Interference with the Operations or other Users or Tenants at the Brooklyn Cruise Terminal.**

(a) Operations at Brooklyn Cruise Terminal. Licensee agrees not to interfere with the access

for the Brooklyn Cruise Terminal and not to permit its vehicles (s) or any other personal property or fixture of Licensee to interfere with the access to Brooklyn Cruise Terminal (in particular access to Pier 12) or interfere with any use or operation of Brooklyn Cruise Terminal including without limitation to the inspection, construction and/or demolition of any portion of the Brooklyn Cruise Terminal or any utility.

(b) Importance of Brooklyn Cruise Terminal Security. Licensee expressly understands and agrees that security is of utmost importance, accordingly and agrees that the Events, activities and actions of the Licensee and all of the Licensee's Invitees shall not interfere or otherwise compromise the security of the Brooklyn Cruise Terminal, including, without limitation, (i) no interference nor blocking of the vehicle inspection area, which is located adjacent her Outdoor Event Space area to the south of Pier 11 shed and (ii) providing a line-of-sight to the vehicle inspection area across from Pier 12, which is a security requirement of the US Coast Guard.. Additionally, on Cruise days there shall be no Events at the Premises and no public access to the Premises, the Specified Vessel- the "Mary Whalen" nor any Additional Vessels; only Licensee's and the Additional Vessel's staff can be at the Premises during Cruise Days.

(c) Cruise Days. On any days that there is a cruise ship arriving at, berthing in, docking, and/or departing from the Brooklyn Cruise Terminal (referred to as the "Cruise Days"), Licensee shall not interfere nor obstruct access to the Pier 12 Cruise Operations, and may be subject to any additional restrictions on Cruise Days as necessary to facilitate such cruise operations, whether or no such restrictions interfere with Licensee's access to the Premises and/or Licensee Operations. **Accordingly, on Cruise days there shall be no Events and no public access to the Premises;** only Licensee's and the Additional Vessel's staff can be at the Premises during Cruise Days. Furthermore, during Cruise Days, before the Specified Vessel or any Additional Vessel may arrive at or depart from the Brooklyn Cruise Terminal, the Applicant must make prior arrangements with the proper governmental authorities (such as the U.S. Coast Guard). Licensor shall provide Licensee with a copy of the Pier 12 docking schedule ("Cruise Schedule") within ten (10) days' of a written request by Licensee.

**Commented [CS553]:** Again, summer 09 we were told that after cruise ship finished loading c 1400 we were OK to run events.

(d) Adjacent Tenant - Phoenix Beverages. The use of the Berth Area and every other portion of the Premises by the Licensee and any and all persons and entities associated with the Licensee, this Licenses Agreement, Specified Vessel (the Mary Whalen), the Additional Vessels and any other their employees, representatives, invitees, guests and/or agents shall not interfere with the operations or enjoyment of any other user, occupant or tenant, in particular, though not limited to, the adjacent tenant, Phoenix Beverages MTO, LLC, Phoenix Beverages, Inc., Windmill Distributing Company, L.P., and Demon Logistics, LLC (collectively referred to as "Phoenix Beverages") nor shall any persons be permitted access to the Berth Area or other portion of the Premises by way of Phoenix Beverages' Premises, nor park vehicles on Phoenix Beverages' Premises, nor enter upon any part of the Phoenix Beverages' Premises (including the Phoenix Beverages' Western Apron Space and the Northern Exterior, as delineated on the Diagram attached hereto as Exhibit\_\_) in connection with the use of the Berth Areas, except in the event of an emergency, which poses an imminent threat to health and/or safety. In addition to and without limiting any other of the Licensee's indemnification obligations, Licensee agrees to indemnify and hold Phoenix Beverages and its affiliates harmless against all claims, damages,



liabilities, costs and expenses (including without limitation reasonable attorneys' fees) arising from or relating in any way to the operations at or the use and occupancy of the Berth Area, and Licensee shall carry insurance coverage satisfactory to Phoenix Beverages, subject to commercially reasonable types and coverage amounts, naming Phoenix Beverages and their affiliates as additional insured. Furthermore, Licensee agree as follows for the benefit of Phoenix Beverages and its affiliates: (i) that neither Phoenix Beverages nor its affiliates shall have any obligation to provide heat, ventilation, air conditioning, cleaning, repairs, maintenance, or any other services or utilities to the Indoor Event Space ) as delineated on the Diagram attached hereto as Exhibit \_\_); and (ii) neither Phoenix Beverages nor its affiliates shall have any duty or obligation to make any alteration, change, improvement, replacement, restoration or repair to the Berth Area improvements, and the Licensee assumes the full and sole responsibility for the condition, operation, alteration, change, improvement, replacement, restoration, repair, maintenance and management of the Berth Area. Notwithstanding the foregoing, Phoenix Beverages shall, at all times and in all instances, remain liable for the gross negligence and/or willful misconduct of its respective employees, contractors, agents and representatives.

## **20. Termination; Expiration.**

(a) In addition to Licensor's right to terminate this License Agreement elsewhere in this License Agreement and notwithstanding any other provision of this License Agreement, Licensor may terminate this License Agreement at will for any reason or no reason at any time by giving Licensee not less than **THIRTY (30) DAYS' WRITTEN NOTICE, or IN THE EVENT OF AN EMERGENCY, UPON TWENTY-FOUR (24) HOURS'** twenty four (24) hours' **OR LESS** notice. Upon the expiration of those twenty four (24) hours, this License Agreement and the Period thereof shall terminate and expire and such date shall be deemed the Expiration Date.

(b) Upon the Expiration Date, Licensee shall vacate the Premises and return possession thereof to Licensor and remove the Specified Vessel-the Mary Whalen- and any Additional Vessels from the Brooklyn Cruise Terminal. In the event that Licensee fails to vacate the Premises and return possession thereof to the Licensor and remove the Specified Vessel-the Mary Whalen and any Additional Vessels from the Brooklyn Cruise Terminal, upon the Expiration Date, Licensor may without notice, re-enter the Premises either by force or otherwise, and dispossess Licensee (and any other occupants of the Premises) by summary proceedings and/or any other lawful method including self-help through by force or otherwise and including, at the Licensee's cost, hire one or more vessels to remove the Specified Vessel the Mary Whalen and all of the Additional Vessels (if any) from the Brooklyn Cruise Terminal and Licensor may remove all the personal property from the Premises and hold the Premises as if this License Agreement had not been made. Licensee hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. Licensee agrees that the Licensor may prohibit the Licensee and the employees, officers, representatives, invitees and agents of the Licensee from entering into Brooklyn Cruise Terminal immediately after the expiration of the Expiration Date.

(c) Additionally, in the event that Licensee fails to vacate the Premises and return possession thereof to the Licensor in accordance with the terms of this License Agreement, Licensee shall be liable for any and all damages to Licensor or License Administrator resulting therefrom, including, without limitation, reasonable attorney's fees, and any other monies paid or incurred by Licensor or License Administrator, for service of process, marshal's fees, and all other costs incurred in summary proceedings and the like and/or the costs to hire one or more vessel-s to remove the Specified Vessel-the Mary Whalen and/or any Additional Vessels from the Brooklyn Cruise Terminal. Licensee hereby waives any right to counterclaim or setoff against Licensor, License Administrator, Port Authority (if not already included as the License Administrator), Phoenix Beverages MTO, LLC, Phoenix Beverages, Inc., Windmill Distributing Company, L.P., Demon Logistics, LLC, or Apple in such summary proceedings.

(d) In the event that Licensee leaves any of its property including, without limitation, vehicles, personal property, trade fixtures, in or upon the Berth Area or elsewhere in the Premises or the Brooklyn Cruise Terminal at the end of the Period, Licensor may, in its sole discretion, dispose of same and charge Licensee for the cost of such disposal, or keep the property as abandoned property.

#### **21. Subordinate to Port Authority Lease.**

This License Agreement is subject and subordinate to the underlying lease between Port Authority of New York and New Jersey (the "Port Authority") and New York City Economic Development Corporation made as of December 23, 2004 (Lease No. BP-304), as Amended and Restated as of January 1, 2009 (Lease No. BP-311) referred to as the "Port Authority Lease" that pertains to the Premises. As required by Section 23 of the Port Authority Lease, Licensee specifically agrees to be bound by and shall observe all of the applicable terms and conditions of the following Sections of the Port Authority Lease: Section 10 pertaining to Governmental and Other Requirements, Section 11 pertaining to Rules and Regulations, Section 12 pertaining to Method of Operation, Section 13(a) pertaining to signs, Section 14 (a) and (b) pertaining to Indemnity, and Section 15 pertaining to Maintenance and Repair of the Port Authority Lease as if the Licensee were the Lessee thereunder. The Licensee agrees and understands that this License Agreement and all of the rights thereunder shall be subject to termination on no less than two (2) hours' notice from the Licensor in the event the Licensee shall be in violation of any of the aforesaid terms and conditions of the Port Authority Lease. The sections of the Port Authority Lease delineated above are set forth in their entirety in Exhibit B entitled "Sections of the Port Authority Lease Among Others That Licensee Must Observe".

#### **22. Non-liability of Individuals.**

No Commissioner, officer, official, member, agent, representative or employee of the Licensor, Port Authority, City, and/or License Administrator shall be charged personally by Licensee with any liability, or held liable to Licensee under any term or provision of the License Agreement or because of its execution or because of any breach or alleged breach thereof. Likewise, no Commissioner, officer, official, member, agent, representative or employee of the Licensee shall

be charged personally by Licensor, Port Authority, City, and/or License Administrator with any liability, or held liable to Licensor, Port Authority, City, and/or License Administrator under any term or provision of the Licensee or because of its execution or because of any breach or alleged breach thereof.

### 23. Relocation and Reduction of Premises

a. Licensor, Port Authority and the City reserve the right to relocate and/or take back all or any portion of the Premises during the duration of this License Agreement for any purpose including, but not limited to, construction, storage, ingress, egress, and docking of any vessels.

**Commented [CSS54]:** !!!! what security do we have. A lot of "revoicable" stuff in this permit.

b. If Licensor, Port Authority or the City exercises the right to take back a portion of the Berth Area or elsewhere in the Premises, there shall be a reasonable pro-rata reduction in the Licensee's Charges will be given to Licensee for the period of time during which the right has been exercised. The duration and amount of such reduction of the Licensee's Charges shall be determined in the reasonable judgment of Licensor, Port Authority and/or the City.

c. However, there shall be no reduction in the Licensee's Charges for the relocation of the Berth Area or any other portion of the Premises.

**Commented [CSS55]:** And we still have to pay? Contradicts statement in b. above

d. Licensee understands and agrees that Licensee shall be solely responsible for all of the costs and expenses related to any reduction or relocation of the Berth Area and any other portion of the Premises.

**Commented [CSS56]:** Why do we have to pay for it?

e. Except to extent set forth in Subsection b of this Section regarding a pro-rata reduction in the Licensee's Charges, Licensee shall make no claims against the Licensor, Port Authority or the City for any reduction, take back, or relocation of the Berth Area or any other portion of the Premises, and Licensee releases and holds harmless the Licensor, Port Authority or the City from any claims for reimbursement for costs, for expenses, for loss of profits, for investment opportunities or for other compensation or damages regarding any reduction, take back, or relocation of the Berth Area and any other portion of the Premises.

**Commented [CSS57]:** So there is no way we can be made whole?

f. In the event that the reduction or relocation of the Berth Area and any other portion of the Premises pursuant to this Section shall (i) significantly affect Licensee's operation of the Berth Area or other portion of the Premises for the intended uses and/or (ii) cause the Licensee to incur substantial costs to accommodate the reduction or effectuate the relocation, then, upon reasonable verification by Licensor, Port Authority and the City of such effect, Licensee may terminate the License Agreement upon no less than thirty (30) days notice.

### 24. Survival:

Any and all obligations, liabilities, covenants, representations, and warranties of Licensee under this License Agreement which accrue prior to the Expiration Date or which survive by the express terms of this License Agreement shall survive the expiration, revocation or termination of this License Agreement.

**25. Entire Agreement, Counterparts, and Amendments.**

This License Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements of the parties with respect to the subject matter. This License Agreement may be signed in counterparts, each of which, when taken together, shall constitute one and the same agreement. This License Agreement may not be amended, waived, or revised except by a further agreement in writing signed by the parties hereto.

[BALANCE OF PAGE IS INTENTIONALLY BLANK  
SIGNATUR PAGE TO IMMEDIATELY FOLLOW]

DRAFT

**LICENSOR:**

**NEW YORK CITY ECONOMIC  
DEVELOPEMENT CORPORATION**

By: \_\_\_\_\_  
Name: Madelyn Wils  
Title: Executive Vice President  
Date:

**LICENSEE:**

**TANKER PRINCESS CORP.**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**LICENSEE:**

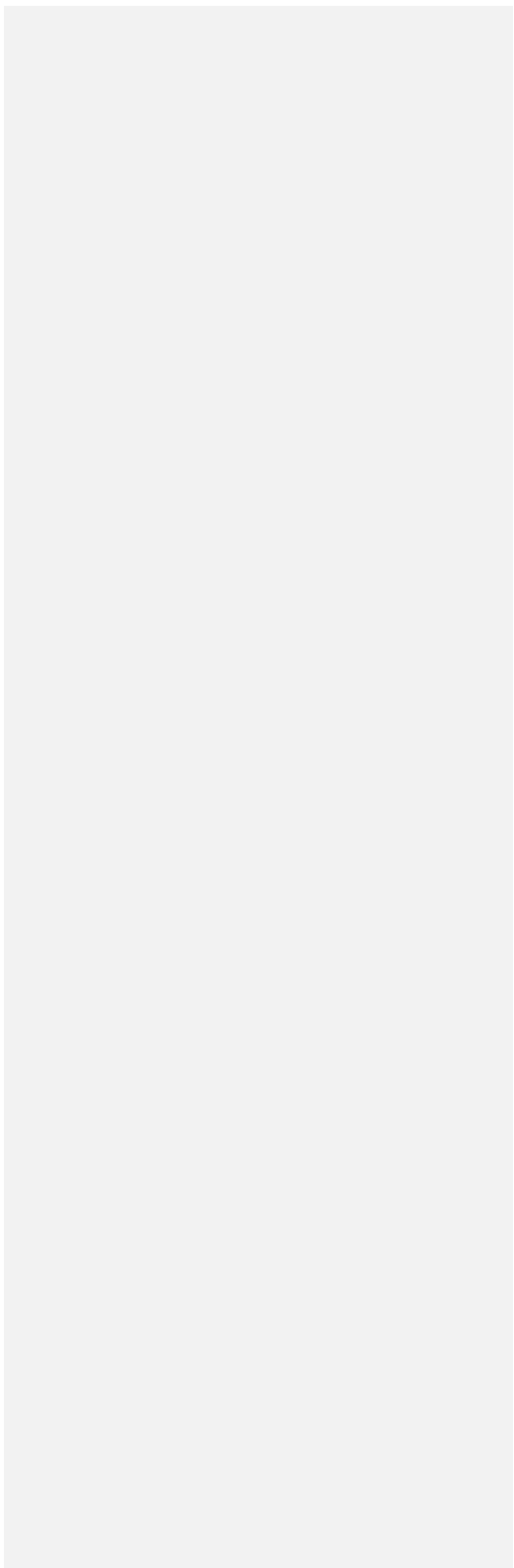
**PORTSIDE NEWYORK, INC.**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

Consented to by:

**PORT AUTHORITY:**

By: \_\_\_\_\_  
Name:  
Title:  
Date:



**EXHIBIT A**

Diagram of the Premises

[FOLLOWS THIS PAGE]

**EXHIBIT B**

Sections of the Port Authority Lease Among Others That Licensee Must Observe

[FOLLOWS THIS PAGE]

PortSide would like to see this.

And PortSide would like to see the sections of the Phoenix lease that refer to their obligations to us (building the demising wall and submetering the electric) or have those obligations stated here.

## EXHIBIT C

### LANDING FLOAT REQUIREMENTS

In addition to and without in any manner limiting the provisions, terms, obligations and requirements regarding Improvements as set forth in Section \_\_\_\_\_ entitled “\_\_\_\_\_ Improvements and Maintenance” and as set forth in Section \_\_\_\_\_ entitled “Requirements of Law” and in elsewhere in this License Agreement, the Licensee’s the placement, installation, use, operation and/or removal of a landing float (“Landing Float”) at the Berth Area shall be subject to and conditioned upon the following:

(i) The Landing Float and the installation and performance of all work, maintenance and repair of the Landing Float and all associated equipment, including without limitation lighting, gangways and gates, must comply with all City, State, and Federal rules and regulations, including but not limited to U.S. Coast Guard inspection (prior to use) and the U.S. Coast Guard Safety Plan, if required;

(ii) The Landing Float must comply with the Americans with Disabilities Act of 1990, and other applicable laws, rules and regulations as may be amended;

(iii) Prior to use of the Landing Float, Licensee must submit a welding report for the entire Landing Float, interior and exterior as well as for internal bracing; the welding report must be from an outside, independent, licensed welding laboratory and must be satisfactory to the Licensor; the Licensee understands and agrees that the Landing Float can not be put into use until the Licensor have been provided a welding report that indicates that the Landing Float is fully safe and meets all of the requirements of law and the standards of the industry for similar Landing Floats;

**Commented [CSS58]:** There is no metal float that needs welding. How about a clause that says that EDC must approve an additional float or fendering added to site once PortSide has a site plan for same?

(iv) Prior to the use of the Landing Float, the Licensee shall install, or have installed, all necessary and all appropriate equipment and gates on and from the Landing Float, including without limitation, U.S. Coast Guard required 6 ft. gates with wings, if applicable to Licensee;

(v) Prior to use of to Landing Float, the Licensee shall install lighting on Landing Float and gangway as reasonably required by Licensor, Port Authority or the City;

(vi) Prior to use of the Landing Float, Licensee shall submit stamped plans of proposed placement and installation of the Landing Float, including without limitation, indicating the ballasting requirements;

(vii) Prior to use of the Landing Float and, as necessary, prior to any work, Licensee shall secure all permits and approval as required by the U. S. Army Corp. of Engineers and by New York State Department of Environmental Conservation;

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#### EXHIBIT C- Landing Float Requirements

BCT Atlantic Basin – Pier 11  
DRAFT Revocable License Agreement (v1) 2010  
PortSide New York (Mary Whalen)

Draft Ver. 1 (25 Nov. 2009)



(viii) Prior to use of the Landing Float and, as necessary, prior to the performance of any work, maintenance or repairs, Licensee shall have all necessary and appropriate inspections by City, State of New York and federal agencies and departments and shall have satisfactorily passed those inspections and received the approvals as well as obtained the approval of the Licensor and the Port Authority;

(ix) Prior to any work being performed at the Berth Area or elsewhere at the Premises with regard to Landing Float and in addition to the insurance requirement described in Section \_\_\_\_, Licensee shall submit Certificate(s) of Insurance for all contractors that are satisfactory to City of New York, New York City Economic Development Corporation, Port Authority of New York and New Jersey, Phoenix Beverages MTO, LLC, Phoenix Beverages, Inc., Windmill Distributing Company, L.P., Demon Logistics, LLC (which rent the adjacent space) and Apple Industrial Development Corp. (which manages properties on behalf of NYCEDC) and their respective members, directors, officers, officials, agents, employees, consultants, contractors and other representatives as additional insureds and certificate holders;

(x) Prior to use of the Landing Float, Licensee shall perform incoming condition survey of immediate area;

(xi) Licensee agrees to perform all necessary and appropriate repairs and maintenance to the Landing Float after the Landing Float is installed, including, without limitation, all such repairs and maintenance as reasonably required by the Licensor or Port Authority.

**EXHIBIT D**  
**ADDITIONAL VESSELS REQUIREMENTS**

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**EXHIBIT D- Additional Vessel Requirements**

BCT Atlantic Basin – Pier 11  
DRAFT Revocable License Agreement (v1) 2010  
PortSide New York (Mary Whalen)

Draft Ver. 1 (25 Nov. 2009)

## PORTSIDE

### ADDITIONAL VESSEL INFORMATION FORM

<b>THIS INFORMATION FORM IS TO BE SUBMITTED TO PORTSIDE NEW YORK, INC. PRIOR TO BERTH AT ATLANTIC BASIN, BROOKLYN CRUISE TERMINAL.</b>	
Vessel Owner's Name and Address	
Vessel Operator (if other than Owner)	
<b>ADDITIONAL VESSEL INFORMATION:</b>	
Name of Vessel:	
Vessel Reg./Doc #:	Type of Vessel:
Vessel Built:	
Requested Arrival Time & Date (ETA):	Requested Departure Time & Date (ETD):
Call Sign: _____	Draft (hull bottom to waterline) = _____
Additional Information: _____	LOA (Length Overall of Vessel) = _____
Last Port: _____ Next Port: _____	Beam (widest width of the hull) = _____
<b>DOCUMENTATION TO BE SUBMITTED PRIOR TO BERTH AT ATLANTIC BASIN</b>	
<input type="checkbox"/> Check – THIS PORTSIDE ADDITIONAL VESSEL INFORMATION FORM - COMPLETED AND SIGNED	
<input type="checkbox"/> Check – Attached is a Copy of the Certificate of Inspection or Temporary Certificate of Inspection of the Vessel.	
<input type="checkbox"/> Check – Attached is a Certificate of Insurance evidencing insurance coverage by owner and operator of the Vessel described in this Additional Vessel Information Form and any other insurance coverage required by Law.	
<b>LIMITATIONS DURING CRUISE DAYS ON USE OF ATLANTIC BASIN:</b>	
<p><b>LIMITATIONS:</b> The owner and operator of the Vessel understands that the Brooklyn Cruise Terminal is an active, secure operational cruise terminal. On any days that there is a cruise ship arriving at, berthing in, docking, and/or departing from the Brooklyn Cruise Terminal (referred to as the "Cruise Days"), there shall be no Events at the Premises and no public access to the Premises, the Specified Vessel- the "Mary Whalen" nor any Additional Vessels; only Licensee's and the Additional Vessel's staff can be at the Premises during Cruise Days. Furthermore, during Cruise Days, before the Specified Vessel or any Additional Vessel may arrive at or depart from the Brooklyn Cruise Terminal, the Applicant must make prior arrangements with the proper governmental authorities (such as the U.S. Coast Guard). Any breach of the representations, requirements, conditions or terms set forth in this Information Form may result in the discontinuance of permission to berth at the Atlantic Basin and require the Vessel to promptly depart from the Brooklyn Cruise Terminal.</p>	
This is Front Side (Page vi of 2) of the Information Form: Please Read and Fill-In the other side and Sign	

**EXHIBIT D- Additional Vessel Requirements**

**CERTAIN OBLIGATIONS TO COMPLY WITH LAWS AND MAINTAIN INSURANCE**

**OBLIGATIONS:** The owner, operator and all parties associated with the Vessel must agree to (i) comply with, and require all of its contractors, representatives, agents, invitees and all proper assigns and successors to comply with, all laws, rules, and regulations, of all governmental authorities such as the City and State of New York and the Federal Government, including, without limitation, obtaining all necessary permits, approvals and permissions of the Department of Small Business Services with copies of all such permits, approvals and permissions; (ii) access the Atlantic Basin only if the Vessel is in a safe condition; and (iii) obtain and maintain insurance coverage while berth at the Atlantic Basin, including, without limitation: (A) Protection and Indemnity Insurance (P&I) with a Pollution Extension Endorsement for bodily injury and property damage liability with combined single limit for bodily injury, personal injury and property damage in the amount of not less than \$5,000,000 and (B), to the extent required by law, Longshoremen's and Harbor Workers' Compensation Insurance and protection under the Jones Act and under general maritime law to meet statutory requirements; Workers Compensation Insurance, Employer's Liability Insurance and Disability Insurance coverages. Additional Insureds. The insurance coverages except worker's compensation/employer's liability, shall name as additional insureds: New York City Economic Development Corporation ("NYCEDC"), Port Authority of New York and New Jersey (the "Port Authority"), the City of New York (the "City"), Phoenix Beverages MTO, LLC, Phoenix Beverages, Inc., Windmill Distributing Company, L.P., Demon Logistics, LLC (which rent the adjacent space) and Apple Industrial Development Corp. ("Apple") (which manages properties on behalf of NYCEDC) and their respective members, directors, officers, officials, agents, employees, consultants, contractors and other representatives as additional insureds. Waiver of Right of Subrogation. All policies of insurance, except worker's compensation/employer's liability, shall contain a written waiver of the right of subrogation with respect to all of the named insureds and additional insureds. Primary and non-contributing basis. All insurance shall be primary protection and none of the additional insureds will be called upon to contribute to a loss that would otherwise be paid by Licensee's insurer.

**OWNER AND OPERATOR OF THE VESSEL AGREE TO RELEASE, INDEMNIFY, DEFEND, HOLD HARMLESS AND MAINTAIN INSURANCE TO PROTECT THE CITY OF NEW YORK, ITS AGENCIES, AGENTS AND THE GENERAL PUBLIC FROM ANY LIABILITY OR CLAIMS ARISING OUT OF OR RELATED TO THE VESSEL'S BERTHING AND PRESENCE IN THE ATLANTIC BASIN AND THE PRESENCE OR USE BY THE OWNER, OPERATOR AND/OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE VESSEL INCLUDING WITHOUT LIMITATION, CONTRACTORS, INVITEES REPRESENTATIVES, AND AGENTS ASSOCIATED WITH THE VESSEL.**

**CERTIFICATION OF REPRESENTATIONS, DOCUMENTATION AND AGREEMENTS:** By submitting this "PortSide Additional Vessel Information Form", the undersigned(s) represent, warrant and certify that: (i) the undersigned(s) is/are the owner, operator, or authorized agent of the Vessel requesting to berth at the Atlantic Basins; (ii) that information set forth in this Information Form and the attachments submitted herewith are true, complete, current and accurate; and (iii) that all of requirements, obligations, terms and conditions set forth in this Information Form and otherwise required by PortSide New York, LLC (or the Port Authority or New York City Economic Development Corporation) shall be complied with in full.

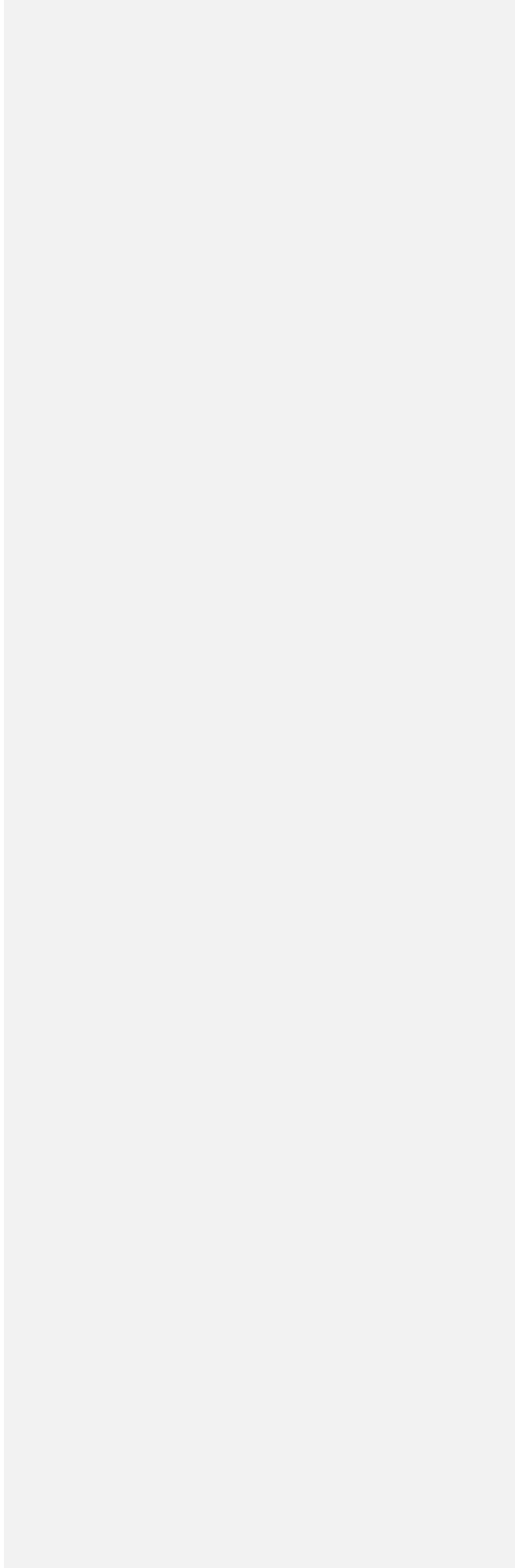
<b>SIGNATURE OF VESSEL OWNER/OPERATOR/AGENT:</b>		<b>IF MORE THAN ONE) VESSEL OWNER/OPERATOR/AGENT:</b>	
<b>By:</b>		<b>By:</b>	
<b>Printed Name:</b>		<b>Printed Name:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Date Signed:</b>		<b>Date Signed:</b>	

**EXHIBIT D- Additional Vessel Requirements**

**EXHIBIT D- Additional Vessel Requirements**

BCT Atlantic Basin – Pier 11  
DRAFT Revocable License Agreement (v1) 2010  
PortSide New York (Mary Whalen)

Draft Ver. 1 (25 Nov. 2009)



**EXHIBIT E**

**REPRESENTATIONS OF THE LICENSEE.**

**EXHIBIT E- Representations of the Licensee**

BCT Atlantic Basin – Pier 11  
DRAFT Revocable License Agreement (v1) 2010  
PortSide New York (Mary Whalen)

Draft Ver. 1 (25 Nov. 2009)

COUNCIL MEMBER LANDER: And our friends from PortSide are here--

ANDREW GENN: Yes.

COUNCIL MEMBER LANDER: --so talk to me a little about where things are in negotiations with them and how that relates to the RFP--

ANDREW GENN: Sure.

COUNCIL MEMBER LANDER: --and I guess then just back to how that relates to where we are in fulfilling the commitments that were made as part of the Phoenix lease.

ANDREW GENN: Yeah, one of the unique things about Atlantic Basin is that it does serve a dual purpose: **It's a place really to PortSide's credit that is meant to mix both the working waterfront as well as community needs for access to the waterfront. So that RFP will address those contradictions, but also to make them complementary. And, you know, I think certainly PortSide is an active partner in that, and I think the vision comes from PortSide and we'll be developing an RFP that addresses both, so....**

**COUNCIL MEMBER LANDER: Great, so but, I mean, you still have to structure a lease with them, right? That won't go through—**

ANDREW GENN: Yes.

**COUNCIL MEMBER LANDER: --they don't have to respond to the RFP, right?**

**ANDREW GENN: Our intention is to embed them into the RFP and they become a default condition that anyone that's going to be bidding on Atlantic Basin would have to recognize that PortSide would be an entity in the basin.**

COUNCIL MEMBER LANDER: But they would lease--I guess I've always assumed PortSide would lease directly from EDC-- ANDREW GENN: Yes.

COUNCIL MEMBER LANDER: --and other users would lease other parts of Atlantic--

ANDREW GENN: That's right.

COUNCIL MEMBER LANDER: --Basin-- [Crosstalk] COUNCIL MEMBER

LANDER: --of course, have to work to each other, you know-- ANDREW GENN: Yeah.

COUNCIL MEMBER LANDER: --with each other on the tie-up questions.

ANDREW GENN: That's right.

COUNCIL MEMBER LANDER: So you still have to sign an agreement with them, right? ANDREW GENN: Yes, we had one last summer and it worked very well--

COUNCIL MEMBER LANDER:

[Interposing] Right, it was wonderful, there was—

ANDREW GENN: --and we're going to do one next summer and then we're working back and forth in terms of the terms for a longer term agreement, whether it's a lease or an operating agreement--

[Crosstalk]

COUNCIL MEMBER LANDER: [Interposing] Now does that have to wait for the RFP and for you-- you're--

ANDREW GENN: No. COUNCIL MEMBER LANDER: No, so

ANDREW GENN: No, no, no.

COMMITTEE ON WATERFRONTS 37

COUNCIL MEMBER LANDER: -- proceeding with them--

[Crosstalk] ANDREW GENN: That's right. COUNCIL MEMBER LANDER: --to reach

an agreement for the next summer and then a longer term--

ANDREW GENN: Yeah.

**COUNCIL MEMBER LANDER: --agreement with them while you also issue an RFP that makes clear whoever wins it has to—**

**ANDREW GENN: Yes.**

**COUNCIL MEMBER LANDER: --work with what's envisioned.**

**ANDREW GENN: Yes.**

COUNCIL MEMBER LANDER: In some ways, it'd be great if you could spell more out in the RFP about what the PortSide-- [Crosstalk]

ANDREW GENN: Yeah.



**From:** Carolina Salguero [carolinas@earthlink.net]  
**Sent:** Wednesday, March 03, 2010 6:20 PM  
**To:** 'Venetia Lannon'; 'Andrew Genn'; 'Marta Bede'; 'Scott Shostak'  
**Cc:** 'cdbrown@sonnenschein.com'; 'Goodman, Gary A.'  
**Subject:** responses to various EDC emails on programs, PA-EDC lease attachments etc

**Importance:** High

**Attachments:** BCT Schedule B.pdf; BCT Rental.pdf; BCT Rights of User.pdf

Thanks for drafting a summer permit so rapidly. I haven't read it yet but will do so soon. Charlie has taken a first pass through it already.

Sorry for my email silence of late. I have previously explained that it was essential that PortSide get some programs approved, and approved in time to be funded, for this summer. Venetia agreed.

As a result, PortSide energies have been very focused on finalizing program design, confirming partners, and applying for funding. We did apply for some funding before meeting with EDC as the EDC meeting was cancelled, and we were not going to miss the funding chance due to meeting cancellation. All of what we proposed in funding applications is in line with prior program ideas approved by EDC. More on those programs and applications in an email coming soon.

Below I address the points in Marta's last email. Her To Do items are numbered and in bold:

**1. Mezzanine use: PSNY to coordinate directly w/ Phoenix for the use (Carolina)**

I stated last meeting that PortSide had asked EDC to ask about this for months, ever since we were told that our space was downsized after the signing of the Phoenix lease. This item was in fact something discussed at our 10/29 meeting. I copy here:

"• PortSide asked precisely what space would be available inside Pier 11. TV said it was essential to get the storage space over the offices and also added that moving the demising wall north of the Mystery Garage to make a fire rated hallway was a goal, that fire and safety codes dictate internal circulation and egress requirements - e.g. moving between a chain of rooms does not work. CS added that it would be great to be able to expand the toilets inward rather than moving outward and having to sacrifice an office for toilet expansion."

At our last meeting, before everyone was in the room, Andrew Genn explained the EDC non-response to the minutes PortSide submitted by saying EDC considers the lease to be the binding document. In order to plan with the EDC, PortSide needs a more responsive partner.

After months of asking about the office mezzanine space, and three months of asking for approval of the 10/29, PortSide finally called Phoenix and learned that they had submitted plans to the PA to use the office mezzanine. That is what I reported at our last meeting. **As a result of all this, there is nothing for PortSide to follow up regarding the office mezzanine as suggested by item 1.**

The unavailability of the office mezzanine space is deeply distressing to PortSide because our already small program space allocation will now radically be reduced by need for back office space and toilet expansion-- and because we asked the EDC for help on this since last April.

What I thought was agreed at our last meeting was that EDC was going to schedule a walk about with Phoenix and PortSide (see Marta item 4).

Discussing the walkabout, was my segue to raise the subject of access to the shed and suggested the EDC have a key and be the access point. This was a way to avoid PA control of all we were doing.

However, when we requested access via EDC the wait time was much longer than with the PA. PA used to give us next day, if not same day access. Sometimes they even just left the shed unlocked, we entered, and then locked as we left. That is preferable.

If PortSide has to wait 2 weeks for every site visit to the interior, the iterative planning of the architect will take too long. PortSide doesn't see why we would need an EDC escort. We are friendly parties just aiming to walk some office rooms with a tape measure! As to our safety skills, PortSide moves around without escort in a much riskier environment in an active containerport; and EDC has all sorts of activities that are much riskier than our office walkabout occurring outside and unsupervised in Atlantic Basin. Can we revisit the MO for visiting the shed interior, please?

## **2. Insurance requirements separated out for Additional Vessels - list of insurance policies specifically applicable to Mary Whalen/ Princess; policy framework for self-insured vessels (Charles)**

We provided some info on some historic vessels. do you want more? we supplied our insurance for Whalen 70th birthday, do you want this again?

What does "policy framework for self-insured vessels" mean? Cant we just say that self-insured government vessels (provide a list) are allowed to visit PortSide/Pier 11?

## **3. Programming on Cruise Days: after vessels disembarked (Carolina to provide description of events - type, # of people)**

In PortSide's ideal world this could vary from a large opera event with audience of 400 to a small book reading with 20 people.

Could we approach this differently and agree on time frame and a rough language (eg, no announced events until one hour after a cruise ship finishes loading) rather than provide a laundry list of events?

If you are seeking contract language with this question, requesting this degree of specificity resembles the micromanagement of drafts one and two that said chairs and portasans would be provided for tours. If you are seeking to discuss this topic, then I'd rather do it as a discussion in a meeting as writing this all out is too long and unwieldy. That's why we were to have biweekly mtgs.

## **4. BUSINESS PLAN & SECURITY PLAN (Carolina)**

no, we have not done a business plan in two weeks.

and we have not done a list of proposed retail activities as we have been working on the above, and then waiting to get into the shed so the architect could inform us as to codes and thereby allow us to make a space use plan. We have also been waiting from info from EDC as to our rent rates and as to what uses are allowed. That information would shape what we would be doing. The information sent (reattached here) is not complete enough for us to answer.

The two attachments about rent rates do not include any reference to square footage, so we cannot interpret what this means for PortSide. **Could someone just put in writing the rates for PortSide space?** I will also go through my notes of phone conversations from last year.

The list of allowed uses is dismaying: I don't see USCG examinations listed, so does this prohibit our Marine Career Center? It seems unlikely that the lease terms would allow the retail described in our RFP response and in the powerpoints seen by the EDC. Are corporate functions and private weddings allowed? Those are major revenue streams for museums and were included in our original plans. Are

school tours allowed? I don't see anything that suggests that they are.... There is much that we outlined in our RFP response and powerpoints that does not feel allowed.

I wish that EDC had conferred with PortSide about the lease terms before signing with the PA, or, once you had signed, that you had told us how restrictive the lease is in comparison to the EDC vision for Atlantic Basin as presented in the RFEI and RFP. PortSide has been trying to get into Atlantic Basin since September 2006, and the EDC representations of what would be allowed then were very different. The allowables list in your current lease is something of a cold shower.

Which leads me to the security plan:

The EDC previously agreed to get us a sample security plan.

The security plan is not a priority right now, the program design and program funding applications are.

And lastly, as I wrote on 2/10 regarding security plan "there is a "chicken and egg" dynamic that is similar to the "chicken and egg" dynamic of crafting a detailed security plan (eg, until we know in detail who is docking to do what, it is hard to say what we are securing)." So until PortSide can get the architect in and clarify what is allowed and how much rent we are paying, we are not going to delve into the security plan.

#### 4. Phoenix Site Visit to discuss timing and placement of demising wall (Carolina)

See my answer to 1 above. It was my understanding that EDC would set up the Phoenix+PortSide walk about, after PortSide got in with our architect, which has yet to happen.

We just got a copy of the Phoenix-EDC lease from the CB6. Since April 2009, PortSide has asked to see the language in the Phoenix lease that applies to us. PortSide would prefer to get our information requests satisfied from the EDC rather than other sources, and in a timely manner.

As to program description Marta asks about in 2/26 below, here is an excerpt from what I emailed Venetia on 2/10. I will send fuller, updated program descriptions in a forthcoming email.

---

**From:** PortSideNewYork [mailto:[portsidewyork@gmail.com](mailto:portsidewyork@gmail.com)]

**Sent:** Wednesday, February 10, 2010 6:37 PM

**To:** Venetia Lannon

**Subject:** RE: Brad Lander funding deadline Fri 2/26 at 1 pm

pls call me to discuss. would proposing events inside the office areas and conference room inside the shed just inflame the situation?

should PortSide stick to Whalen events and other vessel events on the string piece as PA seems to accept a PortSide presence there?

PortSide could re-propose much of what we submitted last year that was deflected by Arie, and/or we could propose some other new things

- harbor tours on SeaStreak boats
- harbor tours on historic vessels
- a convergence of local historic vessels (a festival)
- tours of the Whalen for school groups
- tours of Whalen for genl audiences
- more modest readings/talks

If we could schedule readings/talks inside, they wouldnt be weather dependant, but PA might inflame PA resistance.

I'd like to discuss tactics with you in time for me to call Brad Lander (and some other electeds) and see what they want to fund, so that PortSide is applying for things that have the greatest chance of approval at PA AND appeal to electeds.

Brad Lander's deadline was last Friday. We applied for funding, and also from other electeds. That info coming in a separate email.

Lastly, PortSide wishes to discuss the parking lot planning issue and EDC community outreach. The parking lot looks sure to be muddying the waters on the EDC+PortSide effort about PortSide's space. I am adding this community stuff to the lease discussion as PortSide and EDC are in a situation of tactical planning vis a vis the Port Authority; we are not just writing a lease, and the parking lot and community meetings affect the larger picture. It is a complicated situation and merits its own email. You'll get it before the end of the week.

I hope we will be able to adhere to the biweekly meeting schedule as oral discussion really moves the ball fastest.

Best,  
c

*get PortSide's Visitor Guide to Red Hook with local history and info.  
Free at <http://portsidenewyork.org/PortSideRedHookGuide.pdf>*

Carolina Salguero  
Director

**PortSide NewYork**  
aboard the tanker "Mary Whalen"  
P.O. Box 195  
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cell 917.414.0565  
[www.portsidenewyork.org](http://www.portsidenewyork.org)  
[portsidenewyork@gmail.com](mailto:portsidenewyork@gmail.com)

---

**From:** Marta Bede [mailto:[mbede@nycedc.com](mailto:mbede@nycedc.com)]  
**Sent:** Tuesday, March 02, 2010 2:45 PM  
**To:** Marta Bede; [carolinas@earthlink.net](mailto:carolinas@earthlink.net)  
**Cc:** Venetia Lannon; Scott Shostak; Andrew Genn; [cdbrown@sonnenschein.com](mailto:cdbrown@sonnenschein.com)  
**Subject:** Summer Permit

Carolina,

Attached please find the draft summer permit for your review along with the EDC Vendex Form for your submission. Below is an updated list for the outstanding items, please give us an update on them.

Let me know if you have any questions.

Marta

1. Mezzanine use: PSNY to coordinate directly w/ Phoenix for the use (Carolina)
2. Insurance requirements separated out for Additional Vessels - list of insurance policies specifically applicable to Mary Whalen/ Princess; policy framework for self-insured vessels (Charles)
3. Programming on Cruise Days: after vessels disembarked (Carolina to provide description of events - type, # of people)
4. BUSINESS PLAN & SECURITY PLAN (Carolina)
5. Phoenix Site Visit to discuss timing and placement of demising wall (Carolina)

---

**From:** Marta Bede

**Sent:** Friday, February 26, 2010 12:41 PM

**To:** '[carolinas@earthlink.net](mailto:carolinas@earthlink.net)'

**Cc:** Venetia Lannon; Scott Shostak; Andrew Genn; '[cdbrown@sonnenschein.com](mailto:cdbrown@sonnenschein.com)'

**Subject:** Re: great meeting today!

Carolina,

I am just checking-in to see if you have any updates on the outstanding items - most importantly the program description / business plan and security plan.

Also, did you come up with the dates for the Clipper City Public Sailing? You were going to check on some dates and also develop the community outreach.

On our end, Scott drafted the summer permit that we're reviewing but will send it to you hopefully by Monday.

Let me know if you have any questions.

Marta

-----  
Sent from my BlackBerry Wireless Handheld

---

**From:** Carolina Salguero <[carolinas@earthlink.net](mailto:carolinas@earthlink.net)>

**To:** Marta Bede

**Cc:** Venetia Lannon; Scott Shostak; Andrew

Genn; [cdbrown@sonnenschein.com](mailto:cdbrown@sonnenschein.com) <[cdbrown@sonnenschein.com](mailto:cdbrown@sonnenschein.com)>

**Sent:** Tue Feb 16 12:14:00 2010

**Subject:** RE: great meeting today!

who what is Cool?

what is EDC Questionnaire for PSNY? is that the Vendex process?

as I said, I'm on deadline to get something to Nydia's office today, so I can weigh in more substantively til tomorrow or Thurs

best

c

get PortSide's Visitor Guide to Red Hook with local history and info.  
Free at <http://portsidenewyork.org/PortSideRedHookGuide.pdf>

Carolina Salguero  
Director

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[portsidenewyork@gmail.com](mailto:portsidenewyork@gmail.com)

---

**From:** Marta Bede [mailto:[mbede@nycedc.com](mailto:mbede@nycedc.com)]  
**Sent:** Tuesday, February 16, 2010 12:09 PM  
**To:** Carolina Salguero  
**Cc:** Venetia Lannon; Scott Shostak; Andrew Genn; [cdbrown@sonnenschein.com](mailto:cdbrown@sonnenschein.com)  
**Subject:** RE: great meeting today!

Carolina,

These are my notes and follow-ups from Fridays. I put the responsibility in parenthesis; we have a lot to do but we should meet again in 2 weeks.

Let me know if I missed anything.

Marta

6. Access to Pier 11: Maritime to obtain keys for shed; PSNY access protocol to parking lot - PA coordination (EDC – resolved: PSNY can access parking lot; however notification is still needed for shed and string piece.)
7. Mezzanine use: PSNY to coordinate directly w/ Phoenix for the use (Carolina)
8. Major concession vs. sublease: explore implications on BCT lease. Will a sublease require an amendment of the primary lease? (EDC)
9. Temporary Summer Permit: can we get an 'umbrella' approval from the PA? (Carolina provide program/event description)
10. BCT Use and Payment Clause for PSNY (EDC - done)
11. Insurance requirements separated out for Additional Vessels - list of insurance policies specifically applicable to Mary Whalen/ Princess; policy framework for self-insured vessels (Charles)

12. Review 'Port Risk' policy w/ Cool (EDC)
13. Phoenix indemnification: gross negligence to be carved out that is enforceable by law (EDC)
14. P&I class: coverage needs to be discussed w/ Cool (EDC)
15. Revise premises exhibit to reflect 20x30 ft ADA Access Ramp (EDC)
16. Truck screening area to be used on non-cruise days for outdoor events: (EDC internal discussion)
17. Programming on Cruise Days: after vessels disembarked (Carolina to provide description of events - type, # of people)
18. Cruise Schedule - on website
19. Facility Conditional Report - commence study (EDC)
20. Obtain sounding from PA (EDC)
21. Facility Security Plan: does it need to be amended to include activities in the Basin? Talk to David (EDC)
22. BUSINESS PLAN & SECURITY PLAN (Carolina)
23. Phoenix Site Visit to discuss timing and placement of demising wall
24. EDC Questionnaire for PSNY

---

**From:** Carolina Salguero [mailto:[carolinas@earthlink.net](mailto:carolinas@earthlink.net)]

**Sent:** Friday, February 12, 2010 3:00 PM

**To:** Marta Bede

**Cc:** Venetia Lannon; Scott Shostak; Andrew Genn; [cdbrown@sonnenschein.com](mailto:cdbrown@sonnenschein.com)

**Subject:** great meeting today!

just a quick note of thanks to say that I thought today was a really great meeting. Thank you all!

we covered a lot of ground, and I certainly learned alot. It was really helpful and reassuring to come to understand the EDC strategy that lead to the terms "revocable" and "non-exclusive;" and I think the new two pronged strategy (temp permit and longer-term agreement) is a good one.

Let's compare our various To Do lists early next week.

Have a great weekend, everyone!

best

c

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Free at <http://portsidenewyork.org/PortSideRedHookGuide.pdf>

Carolina Salguero

Director

**PortSide NewYork**

aboard the tanker "Mary Whalen"

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[portsidenewyork@gmail.com](mailto:portsidenewyork@gmail.com)



August 10, 2018

**Allison Dees**  
**Senior Associate, Asset Management, Transportation**  
**New York City Economic Development Corporation**  
**110 William Street**  
**New York, NY 10038**



Dear Allison:

PortSide New York is pleased to present this business plan for an expansion into the Pier 11 shed in Atlantic Basin, plus activation of the larger site. PortSide can and does do more than program inside the shed.

PortSide is uniquely qualified to help the EDC continue animating Atlantic Basin. Our gifts for turning the real world of maritime into an educational opportunity and attraction can highlight your work in Atlantic Basin and demonstrate how it is, as per our mission statement “a living lab for better urban waterways.” EDC’s work in Atlantic Basin has transformed the drab empty box we visited in 2008 when we delivered the first public programs ever executed here. This place now has the most diverse array of vessels of any location in the port of NY and NJ, a busy ferry terminal, an expanding cruise terminal and special events. PortSide can tie these together; and to riff on Walt Whitman’s poem “I Hear American Singing,” sing the song of Atlantic Basin.

With our ability to work with diverse audiences and partners, to serve the working waterfront AND the public, with the appeal of our last-of-kind ship MARY A. WHALEN, our extensive Red Hook Sandy recovery work, and our experience creating digital attractions such as Red Hook Water Stories and other programs, PortSide:

- enjoys credibility with companies that depend on the continued viability of the working waterfront and the people and businesses who call Red Hook home;
- offers a track record as a provider of award-winning cultural, educational, resiliency programs that awaken the public to the role NYC’s maritime industry plays in the region’s economy and hence in their own lives;
- provides value as a citywide destination attraction that catalyzes other community development nearby.

PortSide grows a special appreciation for the waterfront and authentic maritime experiences and can spark new partnerships among public, private and not-for-profit enterprises with an interest in the Atlantic Basin. The Atlantic Basin offers tremendous opportunities to demonstrate how public access to a vibrant working waterfront can drive mutually-beneficial community development.

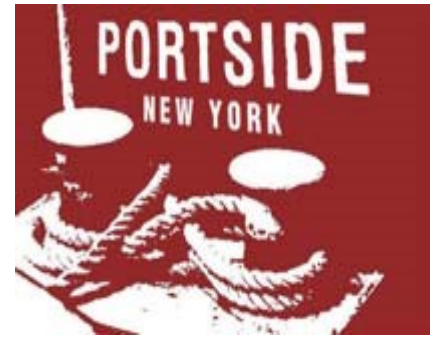
We realize that the need to adhere to stated page limits calls for further discussion to evolve the proposals herein.

Standing by....

A handwritten signature in black ink, appearing to read "Carolina Salguero". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Carolina Salguero  
Founder and President

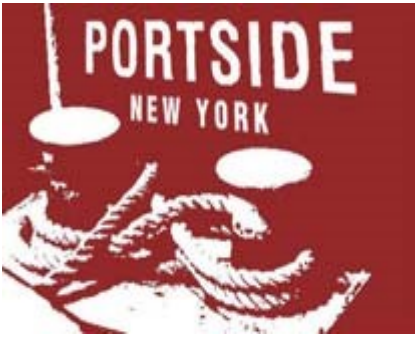
**PortSide NewYork, aboard the tanker MARY A. WHALEN**  
**P.O. Box 195, Brooklyn, NY 11231, 917-414-0565, [chiclet@portsidenewyork.org](mailto:chiclet@portsidenewyork.org),**  
**[www.portsidenewyork.org](http://www.portsidenewyork.org) [www.redhookwaterstories.org](http://www.redhookwaterstories.org)**



# Expansion into Pier 11 Shed Singing the Song of Atlantic Basin



A **Business Plan** for  
**PortSide New York**



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## Executive Summary

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PortSide New York is tremendously grateful for the NYC EDC invitation to submit a business plan addressing our plans to invest in and program space inside the Pier 11 Shed at Atlantic Basin. This space will be a game-changer for PortSide, which has created innovative and award-winning programs but struggled for proper space for thirteen years..

The Pier 11 opportunity prompted PortSide to update our past business plans. Our activities in the shed will relate to our activities on the ship MARY A. WHALEN and elsewhere in Atlantic Basin. However, since other adjacent site users affect our operations (and vice versa), we include a “Supplement Partnership Proposal” in the attached supplementary materials to flesh out those ideas.

A note on the space configuration: for several months, PortSide operated with the assumption that we could occupy a square space clustered in the southeast corner of the shed. This assumption dates to 2008 when, during a prior planning process, the “community space” was described to us as a space allocation without defined perimeter. On August 7 last week, the EDC informed us that the “historically discussed shape” is what we needed to use, so we used the shape was assessed by Perkins & Will in 2011.

We propose a two phased approach to renovating and activating the shed space. Phase I uses the lightest, lowest cost intervention possible to expedite occupancy for the benefit of our audience and to relieve space pressure on PortSide, which is severely constrained in terms of program and office space on the ship MARY A. WHALEN.

The space will allow us to grow existing programs and add new ones, most of which have long been planned, such as a boatbuilding shop. Phase II encompasses some additional improvements to accommodate new programming ideas, like the proposed wet lab which represents the evolution of public interest in NYC and stakeholders in Red Hook.

This space is, however, smaller than others we studied in the past. Our years of operating in interim spaces inform our plans to incorporate pop-up elements, and moveable structures within the space, to seek ways that our square footage can do double—and triple—duty. This approach also means that our build-out plans and programs can evolve as we find ways to make the most out of the space allocation.

During the business plan process we have worked with two teams of architects designers; a cost estimator from Skanska, and recruited robust partners to support renovation, program development, fundraising, staff growth and more. We also consulted the community and other constituents to find out their ideas about how PortSide could best meet their needs. .

The sheer number and professionalism of the pro bono contributors involved in creating this business plan and supplements speaks to the capacity of PortSide and the appeal of our plans and track record. This business plan represents a very popular idea and suggests that the EDC will have a winner on site.



## Why PortSide: The Need and the Opportunity

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Millions of New Yorkers live a short distance from our city's 570+ miles of coast, ports, and waterways; yet few realize what these resources can offer: recreation, education, employment—and a green means to move people and goods. PortSide connects people of all ages, incomes, and backgrounds to the harbor, with a special focus on connecting NYC's economically and socially distressed communities.

And the need is great. For example, in Red Hook—where PortSide has primarily worked since our founding in 2005—6,000 low- and moderate-income people live in NYCHA public housing, but few see that waterfront as a source of changing opportunities and well-paying and meaningful work. Meanwhile, many nearby maritime industry employers struggle to fill vacant positions.

After a dozen years delivering our programming while operating as a pop-up, thanks to this EDC offer of possible space expansion, PortSide can fulfill a longstanding goal to create a center devoted to showing how maritime activities, public access and community development can not only co-exist, but thrive together. PortSide hopes to provide a new model for maritime-focused neighborhood revitalization that inspires policy-makers in New York City and beyond to rethink how to gain the most benefit from their waterfronts, both as economic development drivers and community amenities.

Typically in NYC, public access to the waterfront has displaced essential maritime functions, undermining the city's broader economic development and diversification goals and stunting growth and innovation in the maritime sector. PortSide believes maritime and public access must learn to co-exist better in NYC, and we exemplify a way. NYCEDC's success activating the Atlantic Basin makes it a perfect fit for PortSide's expertise in prompting people to appreciate, celebrate and protect maritime activities, and understand that the harbor is more than a view.

PortSide serves neighborhood, city-wide and regional audiences and with our flagship, PortSide has made an unpredictable candidate, an oil tanker, the object of tremendous affection. PortSide is as a scrappy, innovative and adaptable institution that learned much from its years as a nomad organization and will blossom rapidly once in proper space. With weather-protected indoor space located alongside our ship Mary A. Whalen, PortSide can fulfill its longstanding plans to create a year-round maritime destination that appeals to both area residents and visitors and strengthens connections between the local community and the waterfront.

This business plan sets the course.



## Proposed Programs and Services

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The PortSide experience immerses people in an authentic maritime context that fosters understanding of maritime history and contemporary issues. PortSide will offer practical help, creating a pipeline to marine careers via our programs and by facilitating exposure to maritime world itself. PortSide envisions that our interpretation will build on the context of Atlantic Basin and its ongoing activation provides; the Atlantic Basin story can illuminate a wide array of landside and maritime issues and expose potential synergies between the elements.

PortSide plans to grow our successful programs and add activities that, heretofore, have been stymied by lack of indoor space. As discussed in later pages, describing findings of market research, these programs and activities are suitable for the prospective Atlantic Basin site, already enjoy community support and/or represent offerings that can generate revenue, attract sponsorships, appeal to grantors, and motivate donor contributions. Consequently, not all of the programs and activities listed below will happen immediately or simultaneously; they will evolve somewhat organically in response to both opportunities and community needs.

### Successful Programs On and Off the Water

The bullet points below provide brief snapshots of some experience PortSide brings to this endeavor and the landside programming it plans to reprise—and expand—in Atlantic Basin:

- **Cultural programming**
  - **Exhibits** – permanent and temporary exhibits that deploy our collection as well as hands-on activities (e.g., a water table illustrating NYC’s water system, Marlinspike Corner) that prompt people to interact with each other as well as the subject matter.
  - **Events** – panel discussions, talks, workshops, book readings, films, performances, etc.
- **Education** specialized content developed for students from pre-K to post-graduate Fulbright Scholars.
- **Internships, Volunteer Programs and Docents** – from short-term projects to long-term relationships
- **Workforce Development** – training programs developed in partnership with District Council 9, the Sea Scouts and Career Technical Education providers

PortSide is proud of its on-the-water programs, such as those that take place aboard the tanker Mary A. Whalen, which earned listing on the National Register of Historic Places in 2012. Plans include:

- **Tanker Tours and Tanker Time**
- **Small Boat Training** – instruction on how to handle small watercraft (kayaks, rowboats) off our floating dock, astern of the ship

- **Visiting Vessels** – historic ships, commercial operators, private watercraft, tugboats, and excursion, tour and dinner cruise boats. We proposed to Tall Ships America a vessel pre-approval process with DockNYC to allow for short-notice visits and thus increase ship visits here.

## Proposed New Programs and Activities

In addition to expanding the activities described in the preceding section, PortSide plans to fulfill long-standing ambitions and execute existing strategies to provide the programs and services listed below:

- **Boat Building** – individual and group projects with Rocking the Boat as partner.
- **Flotsam Youth Program** – uses harbor flotsam to build rustic furniture with USACE as supplier partner.
- **Maritime Crafts Instruction** – knot tying, splicing, canvas work, ship models, ships-in-bottles, etc.
- **Mariner Training** –Deck training, towing endorsement training, and USCG licensing classes (off-site). Partners to use our ship will be sought with SUNY-Maritime, Kings Point and Kingsborough.
- **Asphalt Sailing** – on-land sailing reviving a Brooklyn tradition dating from the early 1900s.
- **Wet lab Discovery** – demonstration, and interaction, for children and adults of local marine life to explore marine biology, water quality, and environmental change. Video displays and a Learning Wall. We are increasingly asked for marine environmental programs.
- **Nature Center** – interpretation of the weed patch astern of our ship with addition of goose nest cam and DuckNYC, a floating island so goslings and ducklings can get out of the water to escape predators.
- **Library and Resource Center**

PortSide also intends create Maritime Career Days (plus partner with the EDC event) and create an Annual Maritime Festival for Council District 38 alternating each year between Atlantic Basin and BAT Pier 4.

## Required Facilities

While many of the programs described above can be accommodated in relatively unimproved space, plans for some off-water programming and revenue generating activities will require specialty facilities, including:

- **Carpentry Shop** – shop space for machinery, production and storage for projects and sufficient electricity.
- **Wet Lab** – Floor space for tanks, equipment and presentation space for up to 30 visitors and staff.
- **Flex Space** – suitable for presentation, fundraising activities, event rentals, and community meeting space
- **Retail Shop** – typical museum store (if site limitations allow) selling educational materials, bait and tackle, PortSide swag and maritime ephemera.
- **Offices** PortSide is in desperate need of proper office space, eg much larger space and space that is ADA accessible, does not cause motion sickness, can be air-conditioned, where cell-phones are not impeded by steel walls, packages can be sent to a building location, and more.





## Sustainability: Earned and Unearned Revenues

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PortSide's financial health has been impeded by the ability to offer consistent programming and public access.

During the organization's first decade, PortSide operated without the security of a permanent location; we struggled to get a long term home and temporary permits, all of which were received less than three weeks before permit start (even after months of negotiating). PortSide was never in a publicly accessible space during the school year, impacting school field trips, until moving here in May 2015. A vicious circle ensued, in which PortSide's lack of a permanent home made our future seem tenuous, which gave program-oriented donors pause, which then exacerbated the organization's financial challenges and made it tougher to find a place of its own. Without site control, appeals to foundations and potential corporate sponsors were out of the question. Obligated to be both frugal and inventive, PortSide developed tremendous resilience which serves the organization well.

Fortunately, the tide turned. In the three years since PortSide moved the Mary A. Whalen to Atlantic Basin (under the three-year term permit that has been extended through next May), it's become clear that the community is willing to support our organization not just with endorsements and appreciation, but by providing financial help. Nowadays, PortSide is approached by funders, and offers of support are pouring in. New additions to our Board of Directors and our cadre of advisors bodes well for our future competitiveness for program funding and contributions. Meanwhile, increasing our programming and expanding our facility also creates new opportunities for earned revenues.

### Earned Revenue Sources

PortSide will support its activities through a combination of earned and unearned revenues. Prospective earned revenue sources include:

- **Location Fees** – PortSide is engaging Sallie Slate Productions, a location agent, to represent the ship and shed space as shoot locations. PortSide also benefits from an informal Red Hook network that steers film production companies around the neighborhood.
- **Event Rentals** – PortSide is increasingly approached to host corporate events and private parties aboard the Mary A. Whalen, but lack of an off-ship location in case of foul weather limits her appeal. With the Pier 11 shed space, we expect to become a popular choice for people seeking unusual venues. We will seek events from the Brooklyn Chamber of Commerce and private parties. Our architects are working to enable PortSide to host events without impinging on other nearby community and maritime activities.
- **Production Fees** – PortSide can command a share of revenues from ticketed performances
- **Wharfage Fees** – At present, PortSide earns no revenues from vessels that tie up alongside the Mary A. Whalen; all fees accrue to DockNYC. This needs discussion with EDC and BillyBey.



- **Referral Fees** – PortSide seeks to pursue relationships with dinner cruise, tour boats and other excursion vessels that need a drop-off/pickup option in Red Hook and could tie up to the Mary A. Whalen. SeaStreak is interested in access to the NYC Ferry dock, and PortSide proposes that we receive compensation, like a broker, through a share of ticket sales. In a similar vein, PortSide has an agreement with Fairway which will pay us ten percent of grocery receipts attributable to tugboats that tie up to our ship while tug crews provision at the market. All this needs discussion with EDC and BillyBey.
- **Program Fees** – PortSide will charge participation fees for some, but not all, program offerings. Free programs are essential to our mission and our low-income neighbors. In addition, the Flotsam Project and boatbuilding shop activities can sell resulting products.
- **Museum Shop** – Pending further discussions with NYCEDC and Port Authority.
- **Admission Tickets** – Pending success securing Coast Guard Attraction Vessel status for the Mary A Whalen, which will require some upgrades and inspections<sup>1</sup>, we can charge the public for boat tours and other access to the ship, and rent the ship for corporate and private functions. The latter two are potential major sources of revenue.

## Unearned Revenue Sources

PortSide is bolstering its effectiveness at attracting major gifts, securing corporate sponsorships and mounting the necessary capital and annual development campaigns. Initiatives currently underway include:

- **Board Development** – PortSide is engaged in an active campaign for board which will enable the organization to supplement the existing directors’ talents with expertise needed to implement the Atlantic Basin plans, expand programming as described, and increase fundraising. Fundraising experience, preferably on larger capital campaigns, is obviously crucial. PortSide is working with the Brooklyn Chamber of Commerce to identify borough-based candidates to serve as either directors or advisory board members, including people who are plugged into other organizations with which PortSide could form productive partnerships for program delivery. Exploratory conversations with several prospective board members affirm that permanent space makes PortSide a more attractive outlet for their philanthropic energies.
- **Corporate Sponsorships** – PortSide’s past experience with corporate sponsors was also stymied by lack of public-access because programs were planned to last-minute to meet corporate response timeframes. PortSide envisions corporate sponsorships for one-time events, ongoing programs, and as major donors to the upcoming capital and annual campaigns. Multiple businesses, for example, have committed to support a PortSide fundraising. Some find more casual ways to support our efforts—IKEA, for example, has begun donating their location fees to PortSide—which we hope to nurture into long-term relationships.
- **Capital and Annual Fundraising Campaigns** – for this business plan, PortSide has researched funding for capital improvements and expanded programs. We are developing case statements and collateral materials to launch a capital campaign to help pay for the Pier 11 shed improvements and planned programming. In a related initiative, PortSide has retained major gifts consultant Anthony Lynch, principle of Lynch Pinnacle, to help strategize our development approach and is in discussions with a fundraising consultant specializing in maritime heritage.

The fundraising feasibility study has yielded a list of prospective supporters from community, business and philanthropic circles and other stakeholders. Next steps entail having a neutral third party interview these people to obtain insights about PortSide’s reputation, attractiveness of the proposed project and outlooking for fundraising. PortSide hopes this work helps cultivate these relationships and is committed to incorporating the resulting suggestions into our approach.

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<sup>1</sup> Some of this work will occur as part of the ongoing FEMA-funded Sandy recovery project while other required improvements will be the subject of a specific fundraising effort.

PortSide has successfully operated small annual campaigns in the past, typically at year's end, and maintains contact with supporters through a variety of channels. PortSide has policies and procedures in place to ensure proper gift tracking, tax documentation and donor recognition.

- **Grants** – PortSide has also begun researching foundation and city, state and federal government grant programs that might be a good fit. For example, Councilmember Menchaca has encouraged PortSide to seek Participatory Budgeting Funding; during the last PB cycle, awards in our district averaged \$575,000. In a similar vein, we intend to work closely with Brooklyn Borough Hall to secure funding through the Department of Cultural Affairs, which recently has been extremely supportive of other NYC maritime heritage projects, including awarding six- and seven-figure grants. PortSide also enjoys productive relationships with state and federal elected officials who have been steering us towards government funding opportunities.

PortSide's work comports with the missions of foundations concerned with community development, youth initiatives, maritime heritage, public art, etc. all under the broader umbrella of integrating the working waterfront with public life. We plan to pursue grants to fund both individual programs and capital improvements. To this end we have begun working with longtime PortSide advisor and former boardmember Elaine Carmichael, who brings extensive grantsmanship experience to our team.

- **Legacy Programs** – As the baby boom generation ages, a massive wealth transfer will be occurring that will benefit both subsequent generations and charitable organizations. PortSide will be setting up a planned giving program to enable supporters to continue to ensure PortSide's sustainability after their lifetimes, including bequests (specific, general, percentage, and remainder), insurance benefits, trust proceeds, and securities and ensure their heirs receive allowable tax benefits as a result. With a permanent location, PortSide anticipates increased donor confidence in the organization and trust in its ability to steward their gifts in perpetuity.
- **Local wealth** – There is a large uptick in potential major donors within Red Hook. The luxury development of 160 Imlay Street which looms over Atlantic Basin is about to come on line, new townhouses valued at over \$2MM have just been sold. Major developers of last mile warehouses have just bought in Red Hook. All of these are targets. No such players were here during prior PortSide plans for Atlantic Basin.

PortSide's communication and outreach activities—newsletters, press-releases, social media, online presence, as well as visibility within the community—have raised the organization's profile which will yield dividends when as we launch major fundraising efforts. Having our ship visible and accessible for three years has noticeably grown offers of support that we will leverage. Offering people opportunities to get involved, at events, touring the Mary A. Whalen or volunteering time, have motivated people to give what they can of their time, money, and influence within the communities PortSide serves. And it's been gratifying to see both mariners and landside constituents reaching out to PortSide.





## Community Development and Outreach

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PortSide enjoys deep and strong ties to Red Hook, to Brooklyn and to harbor constituencies. We nurture these relationships and seek opportunities to cultivate new ones. Our work on local issues and committees puts us in contact with a diverse cross section of Red Hook’s residents and both landside and maritime-oriented businesses. PortSide representatives have been appointed to committees by elected officials who we keep apprised of our work. PortSide’s database of retail and not-for-profit enterprises, available via our e-museum *Red Hook WaterStories*, is both a valuable community resource and keeps us in contact with them. PortSide offers area not-for-profits opportunities on the Mary A. Whalen for programs and events along with other opportunities to partner for community benefit. We are in regular contact with presidents of both Red Hook tenant associations and are growing a relationship with NYCHA’s central Community Engagement and Partnerships.

That said, PortSide recognizes that meaningful engagement with all Red Hook residents calls for practical and respectful relationships, which we accomplish through our youth programming, Hurricane Sandy recovery activities and other channels. In 2018, we created new programs to better reach NYCHA residents, people of color, and atypical NYC audiences for maritime matters. PortSide launched African American Maritime Heritage, a special day for Red Hook NYCHA residents, and a Puerto Rican Red Hook WaterStories day. This was successful: as one participant said, “it’s great that you invited the real community of Red Hook.”

We now have leaders from the POC Red Hook community taking the initiative to promote our programs as well as other neighborhood resources, like the Red Hook NYC Ferry stop, which sees little use by this population. The need for reliable information and consistent communications in Red Hook was brought home to us when we discovered that a local Pioneer Street homeowner only learned about the availability of NYC through PortSide’s outreach efforts. We will nurture such relationships. In our view, the NYC Ferry helps us fulfill our mission and serves as a critical resource for Red Hook. PortSide supports efforts to increase ridership by Red Hook’s diverse populations, including bringing service to Atlantic Basin.

PortSide’s facilities at Atlantic Basin will be a welcoming space, open to all. Our proposal to brand the south end of the shed with a super graphic will invite people to enter Atlantic Basin which still presents an un-inviting prospect to many and remains intimidating to less-privileged community members due to the fence with barbed wire and Port Authority no trespassing signs.

Having building space will attract more community members as there are people who are afraid of boats and many non-mariners tend to think of boats like the beach, as summer places. Schools have said “we’ll come for programs in May, when the weather is warmer.” We will offer Pier 11 shed space to community groups which will be a magnet for attracting more sectors of Red Hook. As discussed in later pages addressing marketing, we will continue proven outreach methods honed over years and centered on meeting people where they live, work and play. In addition to face-to-face contact with our audiences, PortSide maintains an active social media presence on Twitter, Facebook, and Instagram. We participate in dozens of public and private Facebook groups, many of which are for Red Hook people and others focus on merchant mariners and maritime and heritage.



# Operations

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PortSide’s track record of restoring the Mary A. Whalen, keeping her ship-shape and offering award-winning programs under sub-optimal conditions and with limited staff inspires confidence that we will be productive and effective in our new Atlantic Basin facilities, especially given anticipated improvements in earned and unearned revenue-generating capacity.

## Staffing Strategy

PortSide’s current staff are an experienced crew with a wide array of pertinent expertise and the capacity to take on the Atlantic Basin project. They include:

- **Richard Evans**, Shipwork and Maritime Instruction
- **Dan Goncharoff**, Chief Financial Officer
- **David Levine**, Information Architect & Content Management
- **Tara Quinn**, Educational Program Development,
- **Peter Rothenberg**, Curator & Historian
- **Carolina Salguero**, Founder & President
- **Dave Sheahan**, Information Technology
- **John Weaver**, Production Coordinator
- **Barbara Wye**, Graphic Design, Branding & Marketing

Our current staff is notable for long-term dedication through often trying circumstances: their longevity is proof that PortSide offers meaningful work and a positive work environment: [www.PortSidenewyork.org](http://www.PortSidenewyork.org) includes capsule biographies summarizing our staff’s credentials. PortSide also relies on attorneys at Vedder Price and SRS Denton LP for legal counsel on, respectively, maritime and non-maritime matters.

PortSide plans to supplement our team through a combination of consultants (contributions described throughout this document), advisors, volunteers/interns and new staff:

- **Advisors** – Seasoned non-profit executives have already volunteered to help shape PortSide’s growth plans. This business plan reflects the insights of founder and executive directors associated with three successful area startups: The River Project, Rocking the Boat, and Cora Dance. Cora Dance is sharing its experience organizing a successful community barn-raising style renovation effort; both PortSide and Cora Dance retained Severn Clay-Youman to provide architectural services. In addition, Paul Lipson, Founder and longtime Executive Director of The Point in the Bronx, and now the principal at Barretto Bay Strategies, has and will continue to advise. Andy Willner, who founded Baykeeper before becoming a consultant, is also a current advisor.

Regarding our physical plant and the Mary A. Whalen, Matt Perricone, the principal of our commercial on-site maritime partner, Lehigh Marine, offers advice as well as discounted and pro bono services.

- **Interns and Trainees** – We provide interns with valuable work experience and training in exchange for their efforts. The experience is varied: shipwork and administration tasks abound, but we also have a 14-year old conducting historical research. Since 2014 we have worked with Williamsburg High School for Architecture and Design, a Title 1 high school, and have become one of their student’ most preferred intern

sites. Other interns hail from Pratt, NYU and Ivy League schools. We are growing a relationship with the Yale career office. Moreover, Red Hook parents are increasingly asking if we can provide summer internships for their children.

PortSide presently serves as a training site for several District Council 9 (DC 9, the union of painters and allied trades) locals; we've been DC9's only Brooklyn training site since 2014. DC9 has informed us that they want to dramatically expand their training activity at PortSide and want to assume responsibility for maintaining all of the Mary A. Whalen's exterior paint and are assessing whether they can also take on hull painting above the waterline, the cargo tanks and forward machinery spaces: thousands of square feet. In addition to DC 9 we enjoy a relationship with the Carpenters Union; both are helping us gain entrée to other unions and contractors.

We are currently in talks with the Sea Scouts, our long-term partners, regarding Ship 228, berthed in Rahway, about having their scouts train at PortSide and about opportunities to offer joint programs for area youth. Rebuilding Together NYC is also interested in using our site for training.

- **Volunteer and Paid Contractors** – Helpful and knowledgeable contractors abound in the Red Hook-Gowanus-Sunset Park vicinity and many have already stepped forward. H.L. General Contractors, for example, is neighborhood-minded—they donated the exterior construction of the Red Hook Initiative Building and developed the BASIS Brooklyn building—is considering donating the Phase I renovations of the existing offices in the shed. We also have prior experience working with unions and contracts on past projects and expect to engage both when our own team's labor is not sufficient, e.g. for maintenance after the phases I and II buildouts.
- **New Staff Positions** – Hiring a development coordinator is PortSide's first order of business, but we will also be supplementing other departments and ramping up program staff as we expand our offerings. New staff positions are described in greater detail in later pages. We plan to hire from our neighborhood whenever possible and will stress diversity and inclusion in staff and operations.

As the bullet points above reveal, PortSide has secured extensive resources for all aspects of its operations, including maintaining and improving the physical assets that together encompass its Atlantic Basin operations.

## Vessel and Shed Maintenance

PortSide staff have successfully maintained the Mary Whalen through a combination of in-house projects and contracted services. Once the Hurricane Sandy related and FEMA-funded repairs and improvements are complete, the ship will be in good stead for the foreseeable future, especially given the work performed by the PortSide team detailed above.

While PortSide will handle daily shed upkeep, electrical system and plumbing work will be performed by licensed contractors, as per PANYNJ's stipulations. PANYNJ has signed off on our use of training program participants and volunteers to perform other rehabilitation and maintenance tasks.



Our team is fired up and ready to go!



## Marketing

BJH Advisors conducted Market Analysis and Market Gap Research to inform this business plan, including:

- demographics on Red Hook census tracts - including age, income, household, transport/commute, education and other relevant indicators
- case studies of similar projects - cruise ship terminals with a community amenity
- online search of maritime certification programs at colleges

PortSide original research includes two digital surveys that ask our stakeholders how PortSide can best meet their needs: one for educators at [www.bit.ly/WATEReduc](http://www.bit.ly/WATEReduc) and for the general public at [www.bit.ly/MOREpsace](http://www.bit.ly/MOREpsace). These perspectives will be incorporated into PortSide's program development and delivery activity. Future outreach and market research efforts will incorporate street canvassing, just like a political campaign, and a flyer delivery program with Cora Dance, our frequent collaborator.

Diverse audiences require diverse techniques to reach them and different programs call for different tactics. For example, street flyers are effective for some programs but schools must be approached in other ways. Strategies also vary based on whether a given initiative's focus is the immediate Red Hook or citywide:

- **Media** – As noted earlier, PortSide is active on social media but engages with traditional media as well. We get our events into the Brooklyn Chamber of Commerce's newsletter. Thanks to our outstanding relationship, NYC Ferry promotes our events. We send press releases to major NYC media outlets and the Red Hook Star Revue. We promote our events and programs by providing information to local elected officials for inclusion in their email blasts. We have good relationship with the 76th Precinct Community Affairs and Community Board 6, and share information through both. We often serve on community committees, which builds relationships and funnels information in both directions.
- **Joint Promotions with Partners** – PortSide collaborates on outreach activities with Pioneer Works, Cora Dance, the Waterfront Museum Barge, de-construct art residency, and others;
- **Schools:** We regularly contact DOE district level staff and the United Federation of Teachers. For Red Hook schools, we often email all Red Hook principals with opportunities. We make presentations at Red Hook schools; host tables at school fairs, and contact PTA and parent teacher coordinators; parents also contact teachers to lobby them to bring classes here. We participate of multiple Facebook groups for Red Hook residents including a group for PS15. We donate to school fundraisers. In May, we created the first annual African American Maritime Heritage history challenge for Red Hook schools. A teacher from Summit is one of the advisors on the Wet Lab plans described in this business plan.

Nonetheless, communication and partnering in Red Hook can be challenging as well as rewarding. The community has silos and turf wars. Red Hook collaboration careens between joyful and impossible. There are

large divisions by race, class and location. For example, all signs indicate that the majority population in Red Hook, the residents of NYCHA, have little engagement with the waterfront and don't know about NYC Ferry. For example, few NYCH residents ride the NYC ferry, despite EDC's extensive marketing resources and substantial media attention As NYC Ferry advocates and neighbors, PortSide tackled this divide by creating events targeted at NYCHA residents and by hiring consultants and outreach staff from NYCHA this past April and May. This shifted the needle.

In conjunction with expanding our Atlantic Basin presence, PortSide plans to step up marketing and outreach efforts:

- **Visitor Outreach** – We will expand our PR efforts to promote our digital cultural tourism product, *Red Hook WaterStories* and our expansion into the Pier 11 shed. We will contact NYS Tourism and NYC & Company and work with the Brooklyn Chamber to update the Red Hook section in Explore Brooklyn by including our listing and other maritime activities.
- **Events Marketing** – Once our building space is updated, we will list it in the Brooklyn Venues guide and other publications consulted by meeting planners and people arranging reunions, weddings and other celebrations . We will also invite the Young Professionals group of the Chamber to host an event here as way to engage in viral marketing and recruit younger volunteers and fundraising committee members.
- **Public Relations** – PortSide will retain a PR agent to reach mainstream media.. Our leading candidate, is Permanent Press Media, the Brooklyn firm that brought mega star Zayn Malik here for a July cover story in GQ. We also intend to coordinate with EDC on a PR plan that will promote our Atlantic Basin events and activities much the way Brooklyn Army Terminal offerings are handled.
- **Atlantic Basin Cruise Passengers and Recreational Users** – The growth of these populations, from Queen Mary passengers to bikers, walkers and joggers passing through the site, present an opportunity for PortSide to both market to and serve these visitors, for example, by providing information about Red Hook, free WiFi and our exhibits and attractions.





## Critical Risks, Problems and Solutions

Challenge	Problem	Solution
Offices	The shipboard offices have poor climate control and cell reception, renovation noise, motion-sickness issues, lack of ADA access. The physical stress impinges on staff health and productivity and deters some new hires.	Devote some Pier 11 shed space for PortSide offices
Space too small	The proposed space is smaller than we need, and any site we ever planned in the past. The prior EDC offer here included 600' of pier and use of asphalt south of the shed when no cruise ship was in.	Put many elements on wheels to move them around and out of spaces when not in use. Raise others to the ceiling. Keep spaces as multipurpose as possible. Move some elements off site, such as classes for USCG licenses.
Site Management	Past poor communications about scheduled events and permits, opportunities and limitations led to needless delays and lost opportunities for PortSide and EDC.	Create a process modeled on the successful Sunset Park Task Force to avoid coordination and communication issues and promote collaboration and ways to capture indirect economic benefits.
Brand Identity	Some see the Mary A. Whalen and presume we're "just another historic ship project" not a group with a broader and future-focused mission of maritime services plus community, economic and tourism development programs.	Retain PR professionals, as described in the marketing section, to shift PortSide's brand identity among our constituencies and funders.
Wayfinding and Visibility	The industrial nature of Atlantic Basin fits our mission, but the lack of wayfinding perplexes visitors, delivery drivers and others. This affects other tenants, BCT patrons, Ferry users.	Work together to develop a coordinated wayfinding program for the entire site. Use PortSide interpretation to Sing the Song of Atlantic Basin and make visits here an educational experience and destination.
Gentrification	Port Authority sells the property as per the AECOM vision or some other plan. The EDC makes radical changes and pushes us out.	If changes occur over five years from now, after PortSide rebounds from our challenging start-up decade, we survive. If not, unlikely.
Cash Flow and Assets on Hand	Over the years, PortSide's cash flow has been tight, creating a scarcity mentality, both for better and for worse.	Attain USCG "Attraction Vessel" status, use the Pier 11 space to generate revenue, and gear up for fundraising.





# Location Requirements

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PortSide has always envisioned its programs taking place largely indoors in a traditional building. Using an unrestored oil tanker undergoing renovation as both program space and office has been a herculean endeavor. PortSide needs program space that isn't weather dependent and subject to summer heat, rain, winter cold, snow, and high winds that currently limit our ability to function. Our location requirements are relatively simple:

- **Square Footage** – Ideally PortSide could occupy more space than what is presently under offer. Site design is stressing mobile features and pop-ups within our space. Even after our two-phase renovation is complete, we anticipate needing to move some functions off-site, for example, merchant marine licensing classes.
- **Small Boat Launching Area** – Our boatbuilding and training operations need a small, safe put-in area.
- **Retail Operations** – We need clarity about terms for retail activity in a Museum Store.
- **Revenue Control** – Currently DockNYC keeps revenue from commercial vessels tying up to our ship, while PortSide assumes the expense and responsibility of hull maintenance. We need that revenue stream.
- **Permitting and Legal Considerations** – We are not aware of any legal issues. However, site owner PANYNJ needs to approve PortSide's renovation plans.
- **Insurance and Budgeting** – PortSide carries insurance for the ship, general liability and D&O coverage. We have asked our insurance broker to provide a quote for covering the proposed building space. We need info from the EDC to get a final quote. Insurance will likely increase with staff and program growth.
- **Personnel Accommodated On-Site** – Once full-scale operations are achieved, PortSide may hire contract staff to run particular programs but anticipates staff totaling 13 FTE positions as set forth in the chart below:

## Administration

Executive Director - 1  
 Chief Operating Officer - 1  
 Accountants/Bookkeepers – 1  
 Development – 2  
 Administrative Assistant – 1  
 Volunteer Coordinator – 1

## Programming

e-Museum/Culture Programs - 1  
 Youth Education – 1  
 Wet Lab Instruction – 0.5  
 Waterfront Director – 1  
 Boatbuilding Program – 1

## Facilities

Janitor – 0.5  
 Ship Restoration - 1



## Management and Organization

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Portside organizes its staff into three main divisions: Finance and Programming, Education and Shipwork and Marine Instruction. Led by Founding Director Carolina Salguero, PortSide's core team members include:

**Carolina Salguero, Founder and Director** – A Brooklyn native and former photo-journalist, Carolina Salguero began researching, documenting, and advocating on behalf of New York City's waterfront in 1998. She founded Portside in 2005; two years later she supervised the haul-out of the MARY A. WHALEN. A Yale graduate, Carolina received a Obama White House "Champions of Change" award and a National Maritime Historical Society ship preservation award in 2013 and has a 6-pack captain's license.

**Dan Goncharoff, Finance and Program Development** – Dan Goncharoff brings extensive experience as a consultant specializing in financial exchanges and risk. He grew up in Fort Greene, Brooklyn and attended Stuyvesant High School and Yale. He worked for Goldman Sachs for 13 years, where he developed their first risk monitoring process, and became the youngest VP in the firm's history. He ended up in Europe, where he stayed for the next two decades, living in London and Frankfurt, two cities closely tied to their river locations. Dan works on PortSide event planning, funding research and serves as Pursar.

**Peter Rothenberg**, is history curator and historian and Brooklyn native. He was the curator of the Museum of Early Trades & Crafts in Madison, NJ, and prior to that of the New York Fire Museum. He is co-author the book: FDNY: An Illustrated History of the Fire Department of the City of New York. Peter holds a Bachelors of Arts in Anthropology from Oberlin College and a Master's Degree in American History and Museum Studies from the University of Delaware.

**Tara Quinn, Educational Programming** – Tara Quinn earned her 1600 mates' license "coming up the hawsepole" by working on boats, ferries, research vessels, oil spill response vessels and historic ships propelled by power and sail. PortSide benefits from Tara's experience with shipboard education, ship maintenance and operations. She is helping us shape educational programs, maintain the ship and train new volunteers.

**David Levine**, Information Architect & Content Management works the e-museum Red Hook WaterStories content management. An avid bluewater sailor, David had a twenty-five year career in programming, software architecture, Information architecture, content modeling and content management.

**Richard Evans, Shipwork and Marine Instruction** – Richard Evans, a Navy vet and retired electrical/electronics engineer, executes detailed restoration work on the ship. He has skills and practical experience in woodworking, construction, plumbing, electrical work, painting, small engine repair on boats and cars. He is a member of the United States Sail and Power Squadrons since 1980 and a past Squadron Commander. He can teach Celestial Navigation, Seamanship, Engine Maintenance and Marine Electronics.

Additional consultants are hired for special projects.

# Architectural Program

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The prospect of working with PortSide on creating an innovative, community-focused maritime center attracted quality collaborators for space design and construction estimating. The architect of record is Severn Clay-Youman, principal of Civic Architecture Workshop. He collaborated with a design team from AE Superlab, led by Ahmed ElHusseini working with Edson Pinto. Our construction estimator is Carmen Rainieri, a Program Executive from Skanska. They have all committed to seeing this project through to completion.

Given how long PortSide has been in urgent need of proper program and office space, the design effort focused on ways to get into this space fast, with a phase of renovation (Phase 1), followed by interim use, then more renovation (Phase 2); rather than mount a long capital campaign to create perfection all in one go and delay site activation. PortSide's long history with interim spaces and pop-ups is useful in thinking through such scenarios.

1. As the space is smaller than PortSide's program ambitions require, the design looked for ways to have multi-purpose spaces, movable wall dividers, components on wheels (library shelves, Marlinspike Corner, water table), and ways to hoist things to the ceiling as is typical of shipyards. We sought ways to have design solutions echo maritime exhibit content and program activities, eg have the spirit of hoisted objects in the boatbuilding shop carry through the place. These designs fit PortSide's flair for giving people authentic maritime experiences, and address the current hunger for authenticity.
2. Another major consideration is flooding, the shed flooded deeply during Sandy. It is but a few feet above high tide and just feet from the water, so seeking ways to elevate the office and historic artifacts was a strong concern.

Both items above prompted the design team to use the height of the shed and repurpose the mezzanine atop the current offices suite for our Phase 1 flood evacuation area and everyday storage, and in Phase 2, to put our offices up there. Likewise, Phase 2 involved adding a catwalk to connect the then-raised office to the raw warehouse space to the west. Catwalks are a feature of shipyards and industrial space, another design strategy in using authentic maritime language. More on the designs in the Supplemental Materials.

PortSide feels confident that many programs can be rapidly executed in Phase 1 due to our deep inventory of ideas and partners and the nature of the space. The conference room in the existing office suite can seat 60 auditorium style and is suited to film screenings, book readings, talks, exhibits of small items, and for visiting school programs to do an activity, have lunch (a necessary feature for K-5 visitors), or learn from our pop-up Simple Machine Machine. The raw warehouse space can hold similar activities except during extreme cold and heat. We will leave that space unconditioned both to keep costs down and have the space "Sing the Song of Atlantic Basin." Its authenticity as a maritime warehouse is felt people and false ceiling would kill that.

The adjoining Loading Dock is useful overflow space. We have been using it an area to restore woodwork from our ship, and it could have other uses without impinging on other tenants passing through (though few do).

PortSide plans to develop a youth boatbuilding program with Adam Green, founder and ED of Rocking the boat as advisor. Before ramping up to that level, the proposed shop space can be activated after light interventions since PortSide already has an extensive tool crib, woodwork projects to restore our ship, and related intern programs.

PortSide has added a possible Wet Lab to the mix since we get many requests for marine education programs and are persuaded by John Russo, a local marine science teacher. The founder and ED of The River Project has offered to advise, and has provided a rough estimate of \$20-\$25,000 for start-up. Our wet lab was designed by Robert Segal who designed the Ed Shed for the North Brooklyn Boat Club.

# Financial Viability

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PortSide's renovation plans for Pier 11 and our related program expansion entail a two-phased construction plan coupled with a manageable five-year \$2 million capital campaign. The development strategy to reach this goal includes grantsmanship as well as appeals to corporate sponsors, philanthropists and businesses interested in providing in-kind donations, including construction and labor through training programs; as discussed elsewhere, PortSide has been remarkably successful attracting pro bono talent from some of New York's finest exhibit designers, construction companies, retailers, maritime businesses, and others. Detailed information on construction and operating cost assumptions and projections is included in the appendix.

Phase I, which we've dubbed "Cheap and Cheerful" entails readying the building for occupancy and enabling us to begin generating revenue from visitors, events, performances, and some paid programming. Construction costs for the building improvements prepared by Skanska estimate that Phase I requires about \$835,000; non-building capital costs plus the cost of fundraising itself brings the total to just under \$1 million. Phase II, expected to cost about \$500,000 for construction, benefits from the Phase I work, which enables PortSide to continue to offer programming without interruption. We're excited that Phase II includes our WetLab, which responds to stakeholder requests that PortSide do more to interpret the ecology of New York's waterways. After similarly accounting for non-construction costs, Phase II is expected to require about \$600,000 from the capital campaign coffers. The remaining \$400,000 will cover construction-related reductions in earned revenue.

Earned revenue under both Phases I and II is expected to range from about \$250-400,000 over the five year capital campaign period, with variations reflecting lag time in start up and construction activity. PortSide plans to capitalize on its cachet as an unusual waterside event location, especially given our proximity to the NYC Ferry. Other revenue sources include location fees, program fees, contributions from people touring the Mary A. Whalen and the center itself, and the store. The store will sell nautical items and PortSide swag, which has proven very popular in the past.

The Pier 11 plans also call for Portside to dramatically expand its staff, particularly vis-à-vis development, marketing, programming, and event rentals. Portside anticipates staffing up to a total work force of 12.5 FTEs during Phase I and, ultimately, reaching 15.0 during Phase II. Staff salaries and benefits represent Portside's most significant operating cost, totaling about \$650,000 per year during Phase I and \$750,000 per year during Phase II. Adding in building occupancy costs, insurance, set-asides for marketing and other similar expenditures brings the annual expenditure total to about \$900,000 post Phase II when stabilization is attained. PortSide must therefore set an annual fundraising target of \$500-600,000 from sources including program-supporting grants and gifts from donors. Although the project annual campaign target may, at first blush, appear heroic, the ratio of earned:unearned income is well within acceptable range for not-for-profit attractions. Moreover, Portside has never tapped its base of support for significant donations; it was ill-advised given the organization's nomadic quest for permanent space. As evidenced by a steady stream of inquiries seeking information on how to help PortSide, there is significant pent-up enthusiasm for supporting our projects.

# Credits

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Business plan created by PortSide New York staff with assistance from:

- ⊕ Elaine Carmichael, Principal, Economic Stewardship, urban planner
- ⊕ Severn Clay-Youman, Civic Architecture Workshop, architect
- ⊕ Cathy Drew, Founder and ED of the River Project
- ⊕ Ahmed El-Husseiny, AE Superlab, site designers
- ⊕ Adam Green, Founder & ED of Rocking the Boat
- ⊕ Barry Johnson, Economic/business development consultant to government, business and non-profits
- ⊕ Gillian Kaye, Kaye Strategies, non-profit consultant
- ⊕ Edward Lamson, BJH Advisors, market research
- ⊕ Captain Greg Metzger, Southampton High School Marine Science Teacher
- ⊕ NYS Marine Education Association (NYSMEA)
- ⊕ Matt Perricone, Lehigh Maritime, Captain/Engineer, maritime instructor, marine construction, towing
- ⊕ Edson Pinto, AE Superlab, site designers
- ⊕ Carmen Rainieri, AIC, CPC, CCM, LEED AP BD+C, Skanska, construction estimator
- ⊕ John Russo, Baruch and Summit Academy, marine science instructor
- ⊕ Robert Segal, wet lab designer
- ⊕ Tall Ships America

Severn Clay-Youman, AIA, NCARB  
Principal  
**CIVIC ARCHITECTURE WORKSHOP**  
119 8th Street, Brooklyn NY 11215  
tel 917-501-7337

We have worked with Portside to develop a scheme based on the footprint of the original Perkins +Will 'Up-to-Code' Study dated July 13, 2011. We have reviewed P+W's analysis and proposed plan dated October 12, 2010, and made modifications to that plan and the existing layout strategically to best suit Portside's mission and programming.

The U-shaped footprint offers several advantages - it puts the larger program space in close proximity to the Mary Whalen, and it provides two at-grade overhead doors, contributing to a sense of welcome and openness during warm weather, views of the ship itself and providing vital operational access for the boatbuilding program. Having two roll up doors also creates cross-ventilation making the unconditioned warehouse space much more agreeable in summer heat.

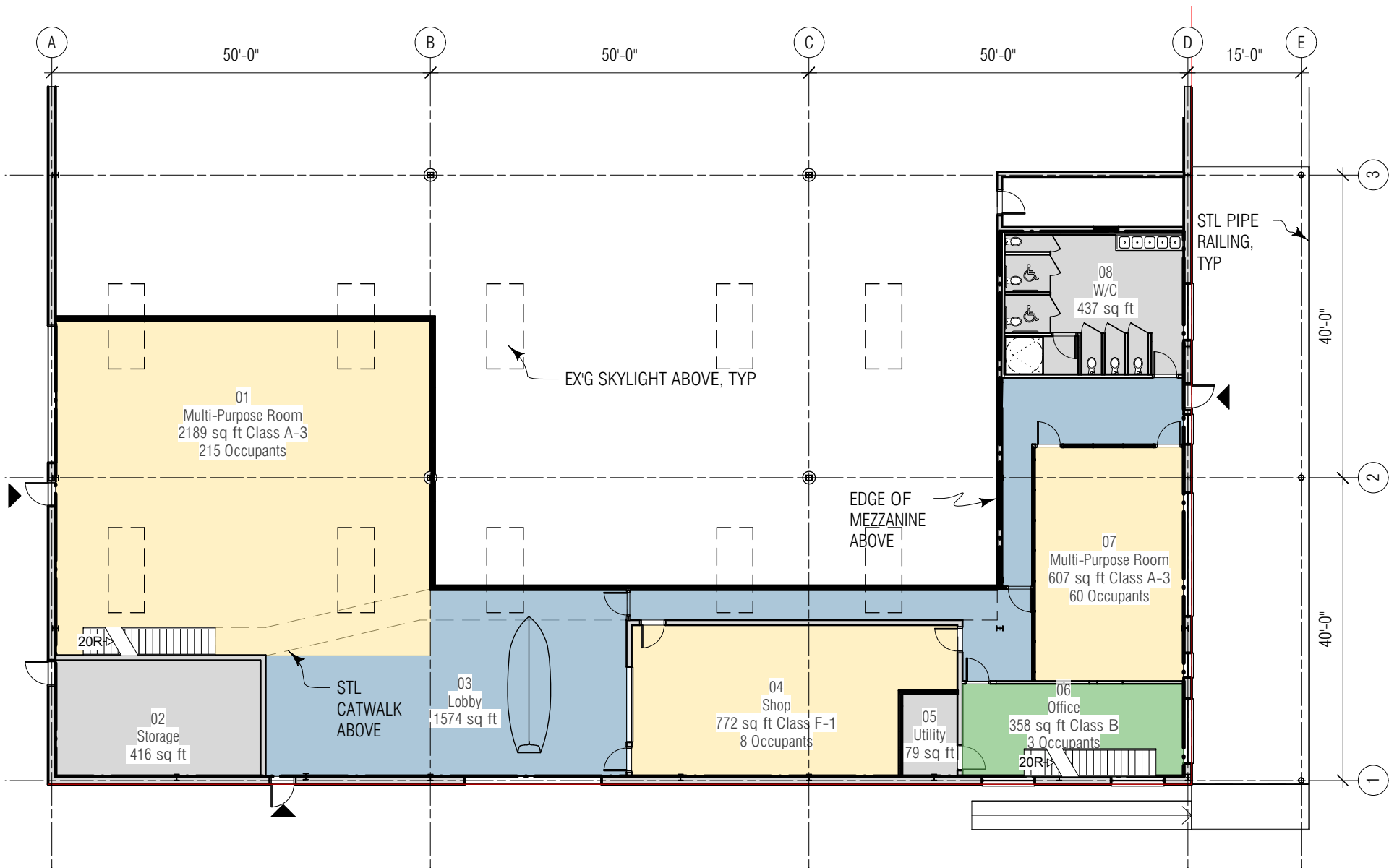
At the same time, this footprint presents an administrative challenge because of the distance between the staff offices and the large program space. We have added two sets of stairs to allow the PortSide staff to expand into the two existing mezzanines, freeing up additional space on the ground floor for accessible programming space. We are also proposing a catwalk linking the second set of stairs to the main staff mezzanine, creating a closer link and providing necessary egress for the enclosed second floor.

As PortSide's space needs exceed the footprint of the original Perkins +Will, we have plans to use the mezzanine atop the exiting office suite for storage in Phase 1 and PortSide office and support space in Phase 2. Putting PortSide's offices on this mezzanine is also key feature to ensure that their offices are resilient from floods. The entire warehouse was deeply flooded during Sandy.

Another challenge presented by the existing warehouse space is environmental control during very hot and cold weather. We have grouped the offices, restrooms and a smaller program space around the larger mezzanine, allowing those spaces to be heated and cooled without conditioning the entire volume. Additional phases would include improving the envelope within this area to improve energy efficiency and comfort.

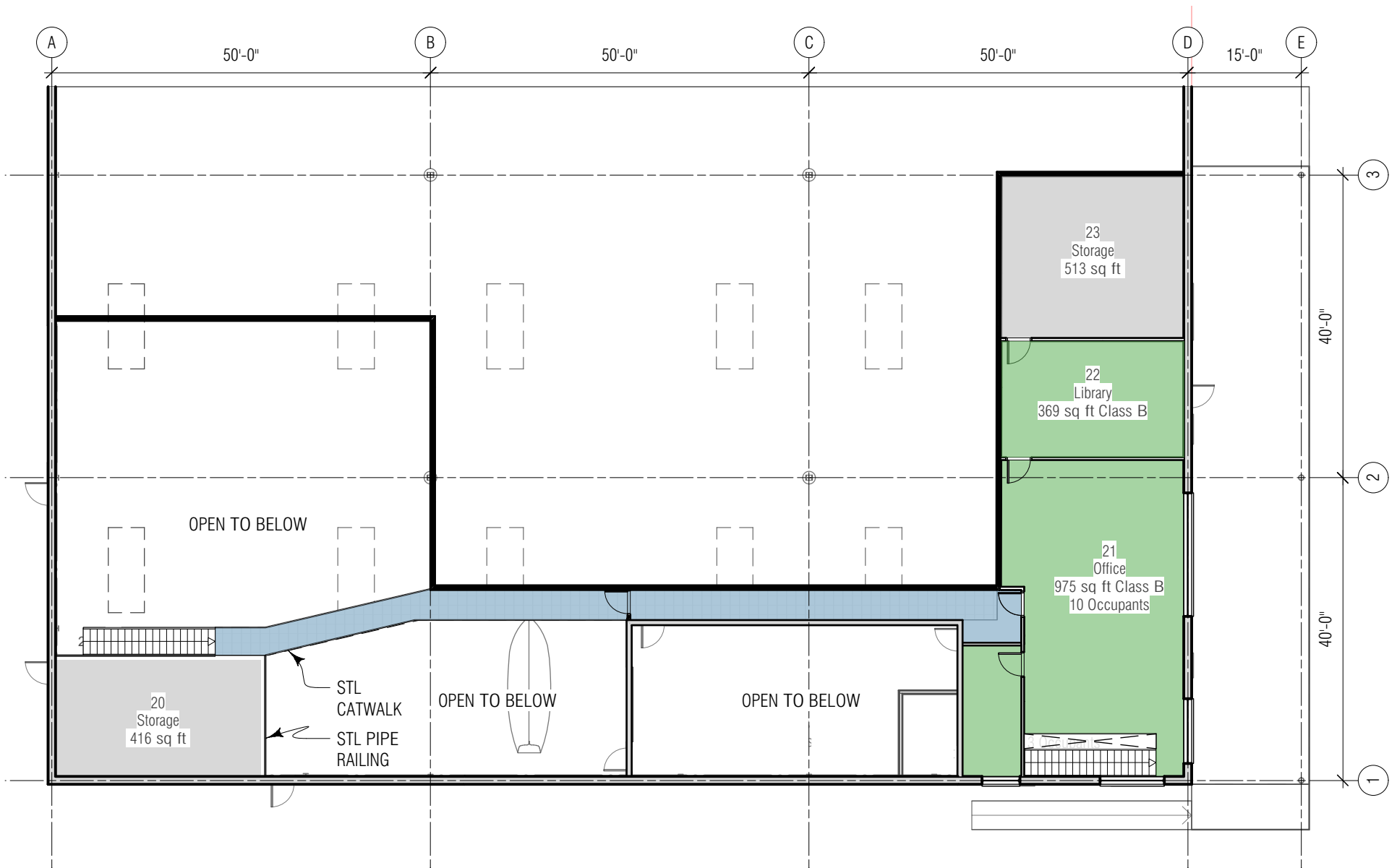
As a place of public programming, accessibility is very important to the design. With the existing at-grade entrances and a new handicapped ramp to the Loading Dock, all of the public spaces become ADA compliant. Future phasing would include an elevator to make the second floor staff spaces accessible as well.

We look forward to continuing to work with Portside and with AE Super Lab on this project going forward.



1 PORTSIDE PROPOSED GROUND FLOOR PLAN  
NTS

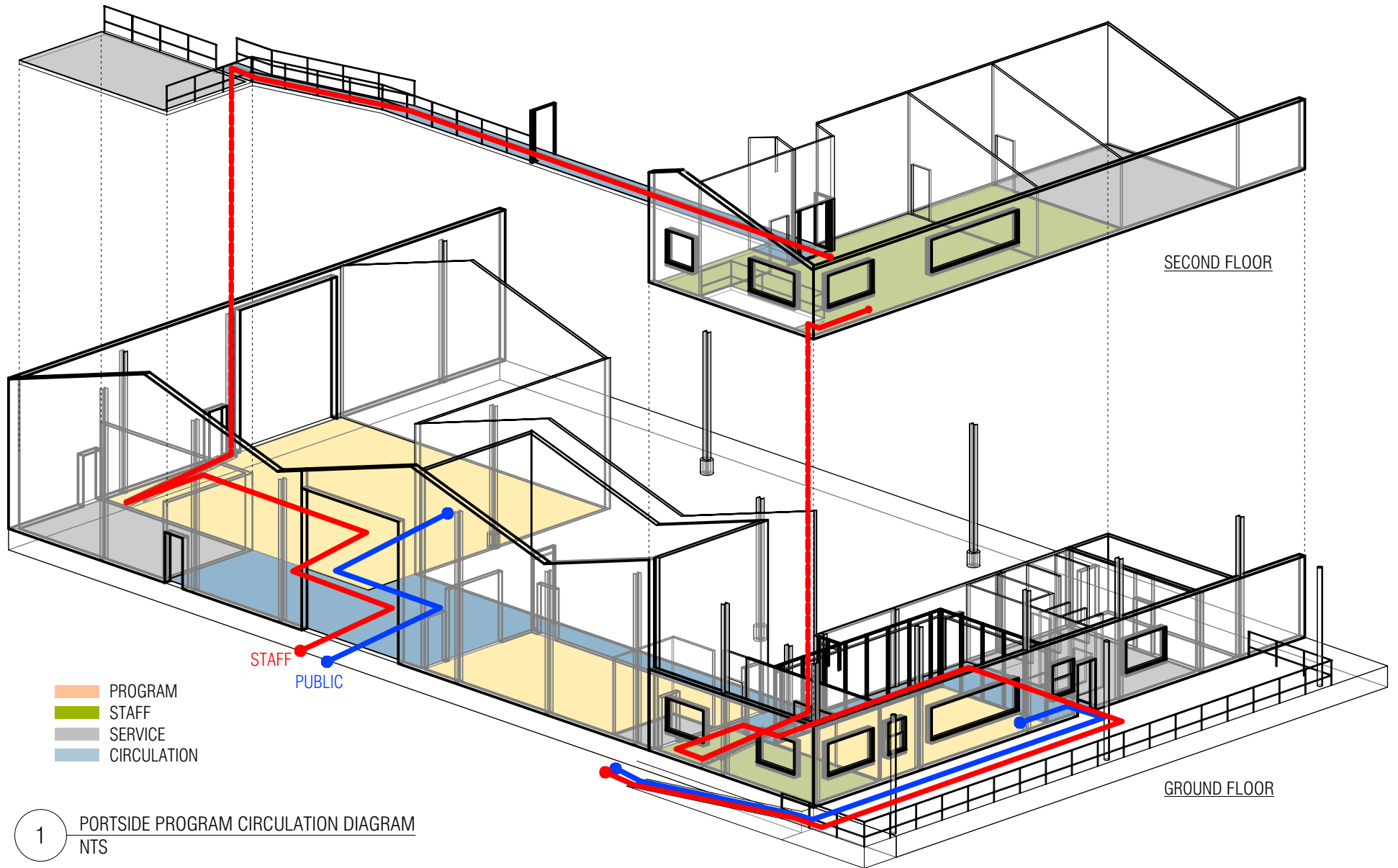
- PROGRAM
- STAFF
- SERVICE
- CIRCULATION



1 PORTSIDE PROPOSED SECOND FLOOR PLAN  
NTS

- PROGRAM
- STAFF
- SERVICE
- CIRCULATION





1 PORTSIDE PROGRAM CIRCULATION DIAGRAM  
NTS

# PORTSIDE NEWYORK - ATLANTIC BASIN ALTERNATIVE SCHEME | **THE SQUARE** PRELIMINARY SCHEMATIC DESIGN STUDY 08.09.2018

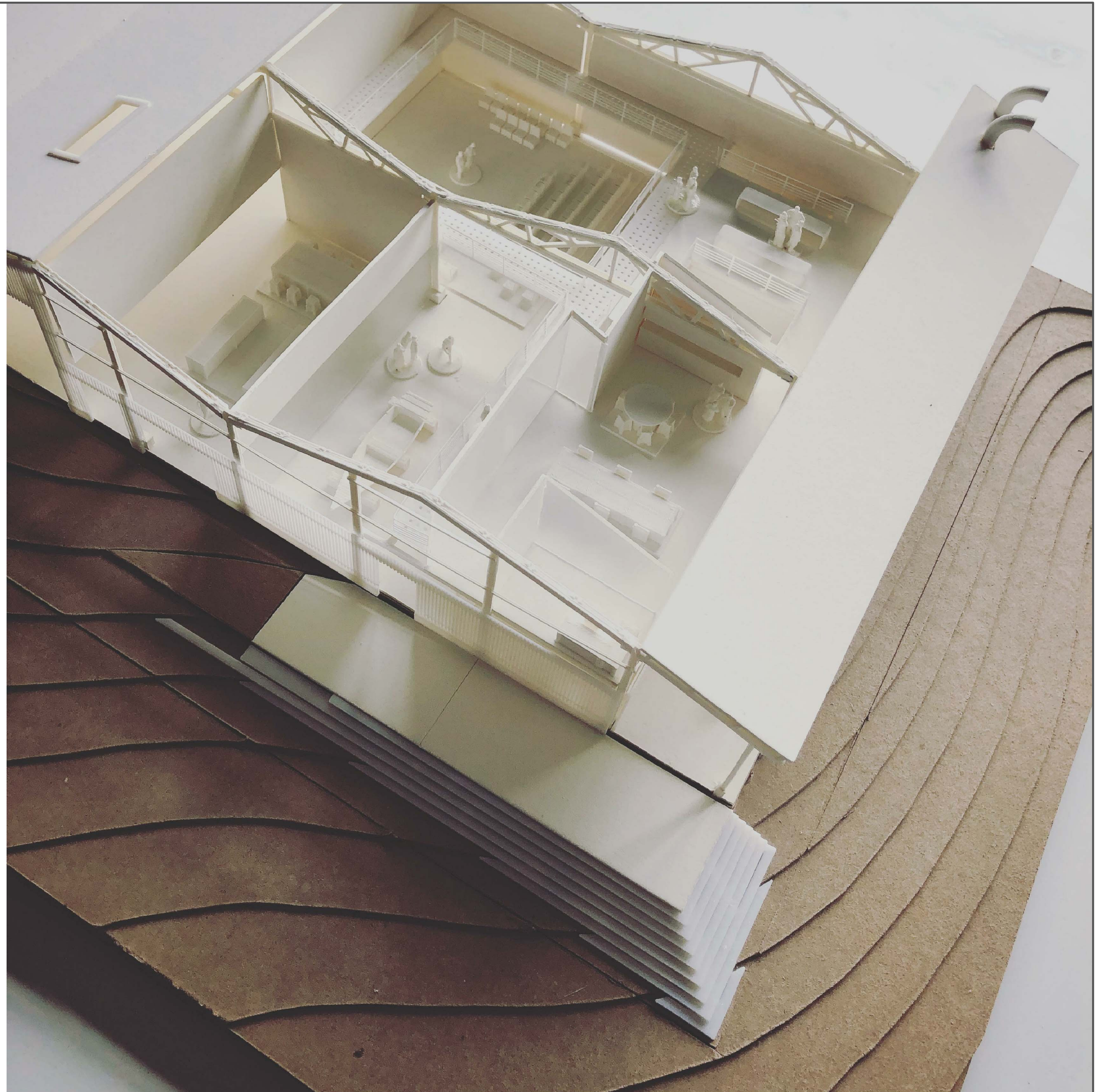
This alternative to the initial U-shaped layout was the first shape studied by the PortSide team. It assumes that PortSide's space will occupy the south/south-east corner of the building and proposes a two-phase construction process.

## Phase 1:

Is a limited, lower-cost, and expedited intervention that will allow PortSide to use some shed spaces immediately for programs, and move its administrative functions off the Mary Whalen, increasing program options on the ship. The primary renovation goals of Phase 1 are the cleaning and rehabilitation of the existing building, upgrading the bathroom facilities for the anticipated occupancies, and introducing access to the "mezzanine" area above the existing offices. The new mezzanine space adds much needed floorspace and is also "higher ground" to which sensitive equipment can be moved during a flood/high water event.

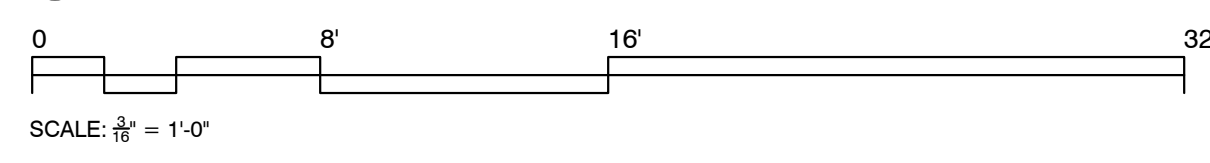
## Phase 2:

Builds upon the work performed in Phase 1 and introduces new dedicated program spaces including a boatbuilding shop, multi-use program space, and wet lab. It also puts PortSide offices on the mezzanine above the existing office suite which increases program space and makes PortSide offices resilient against floods. This phase also includes numerous improvements and interventions to the building envelope, including new skylights and a band of translucent polycarbonate paneling along the upper half of the building exterior to draw ample diffuse daylight into the program areas and emit light at night to telegraph that there is something of interest inside the shed, and make Atlantic Basin less forbidding for visitors to PortSide and users of NYC Ferry.





1 EXISTING PLAN | GROUND FLOOR



PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-100**

DRAWING TITLE:  
**FLOOR PLAN**

DRAWING DATE:  
**08.02.2018**

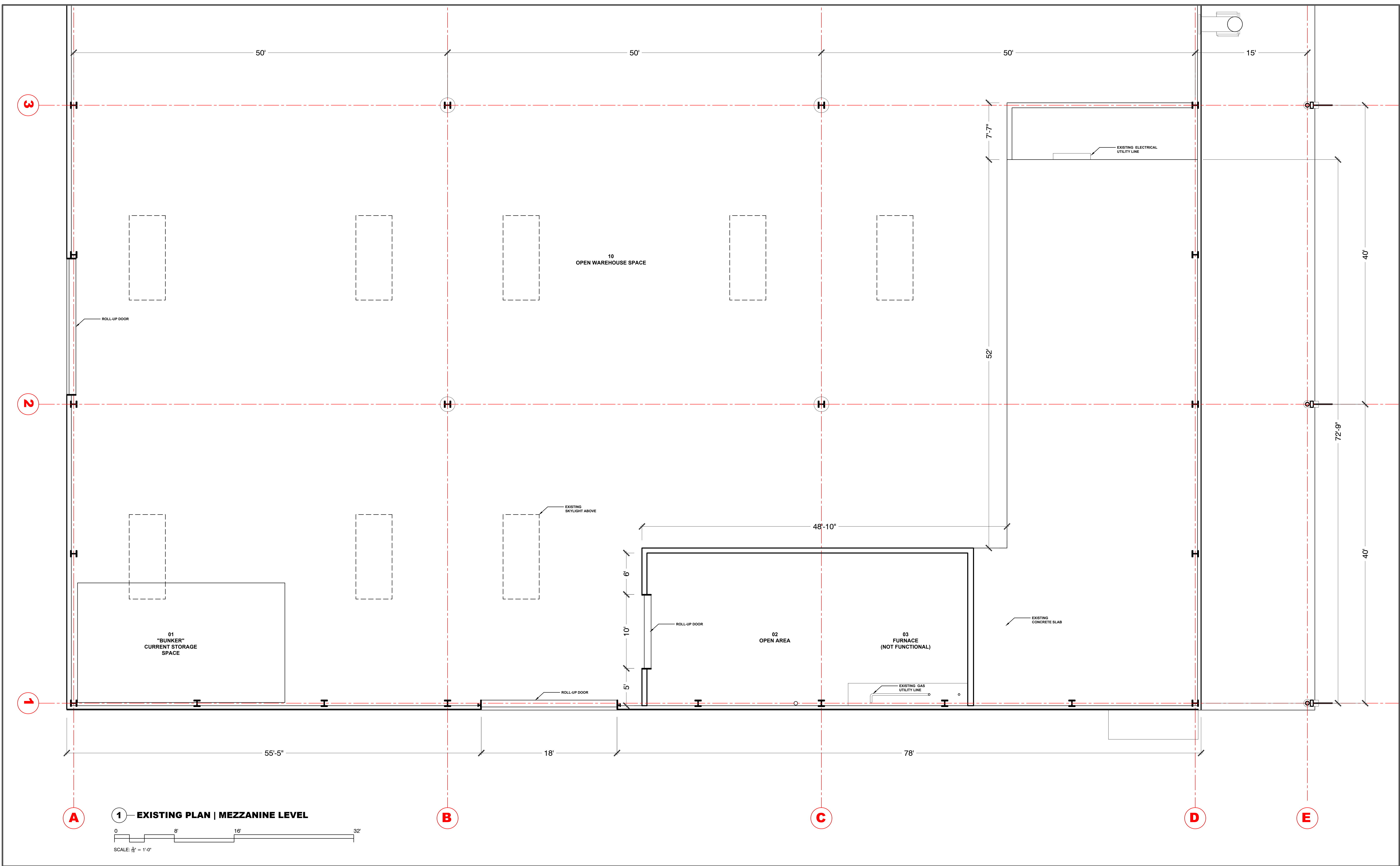
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**01**

DRAWING SCALE:  
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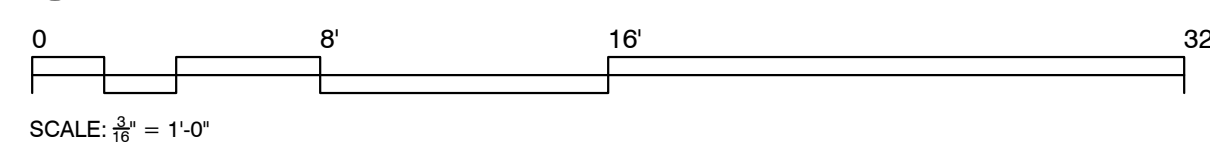


**NOT FOR CONSTRUCTION**

DESIGN: **AE SUPERLAB.**



1 EXISTING PLAN | MEZZANINE LEVEL



PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-101**

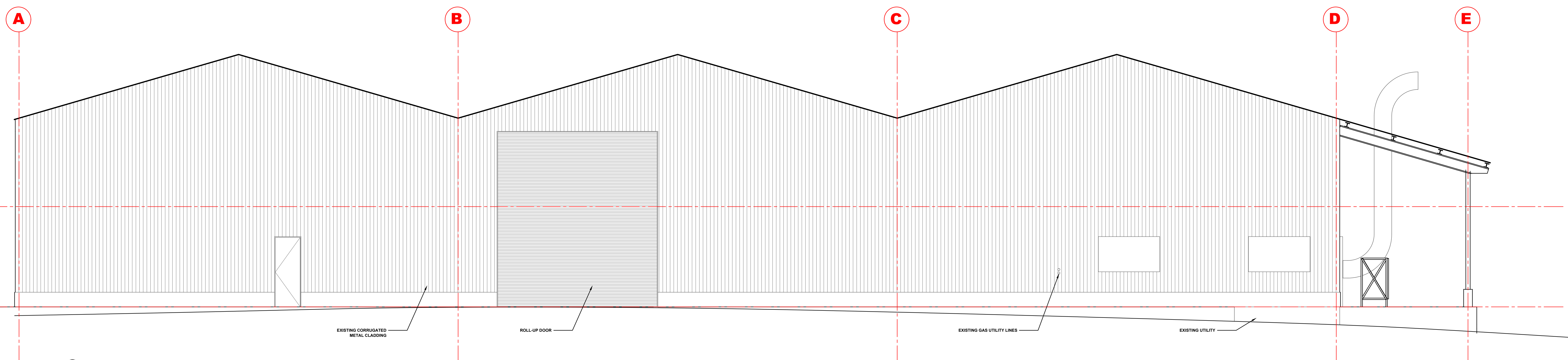
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**FLOOR PLAN**



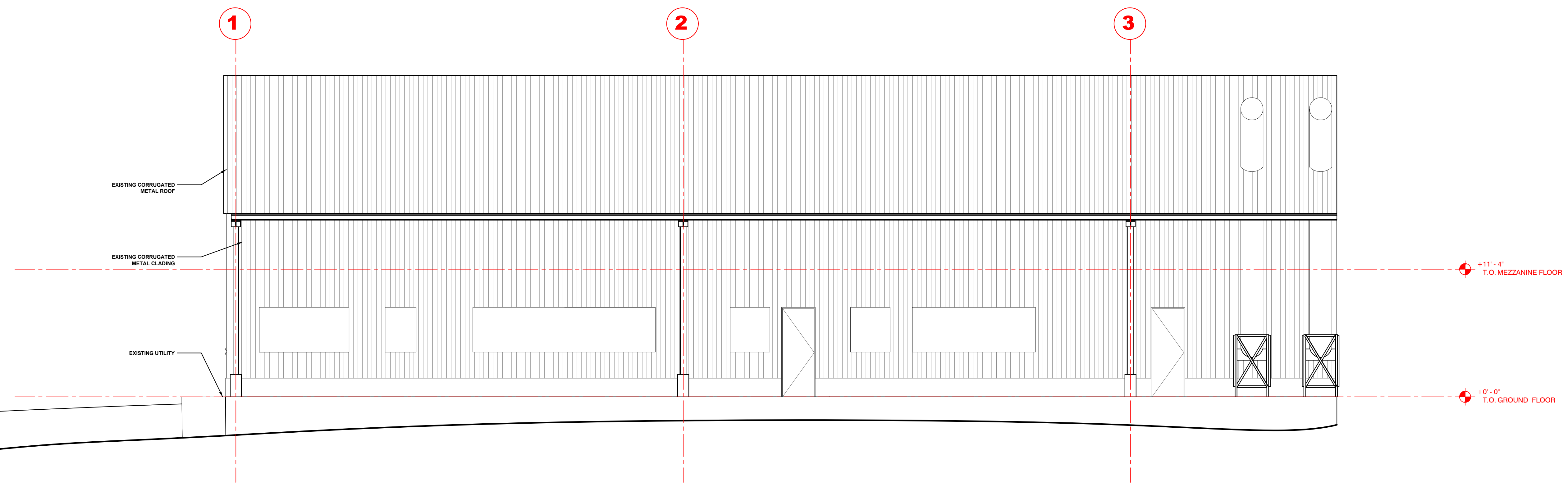
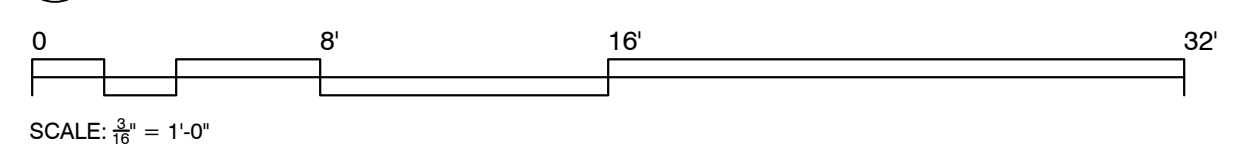
**NOT FOR CONSTRUCTION**

DESIGN: **AE SUPERLAB.**

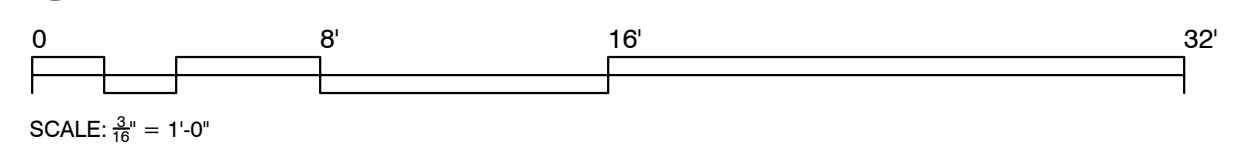
DRAWING DATE: **08.02.2018**      REVISION NUMBER: **01**      DRAWING SCALE: **3/16" = 1' - 0"**



**1** — EXISTING SOUTH ELEVATION



**2** — EXISTING EAST ELEVATION



PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-102**

DRAWING TITLE:  
**ELEVATIONS**

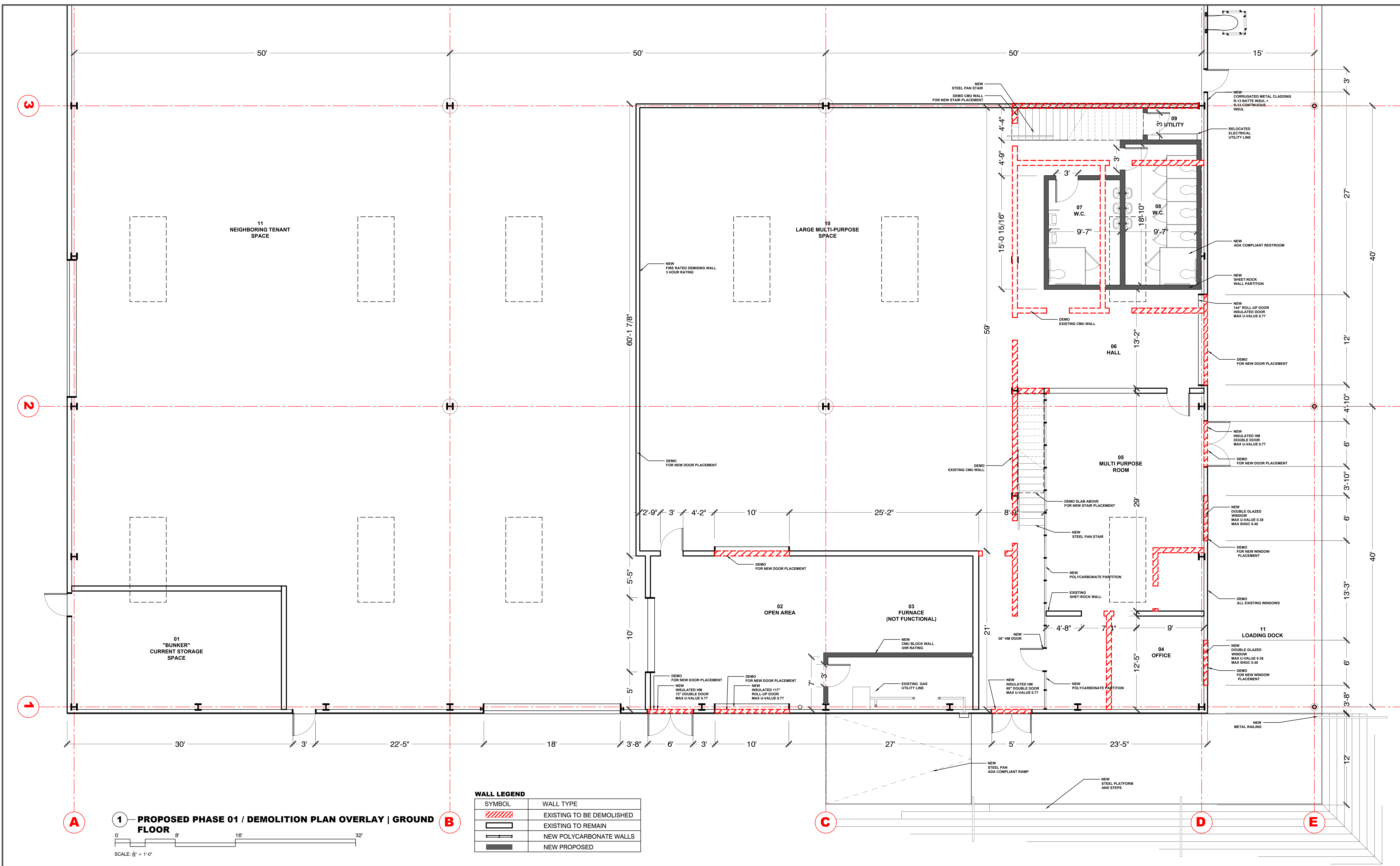
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DESIGN: **AE SUPERLAB.**

DRAWING DATE:  
**08.02.2018**

REVISION NUMBER:  
**01**

DRAWING SCALE:  
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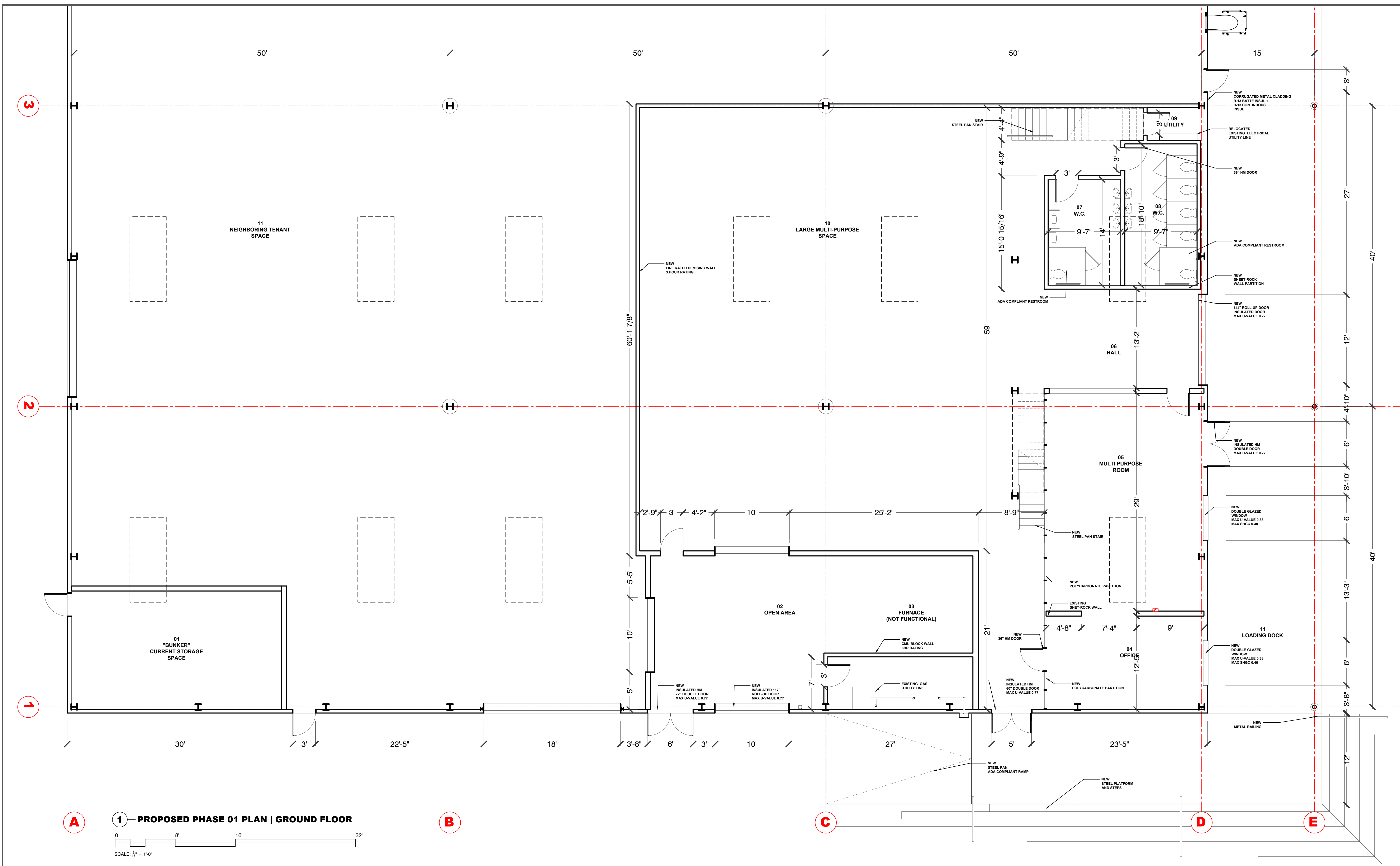


**1** PROPOSED PHASE 01 / DEMOLITION PLAN OVERLAY | GROUND FLOOR

SCALE: 3/16" = 1'-0"

WALL LEGEND	
SYMBOL	WALL TYPE
	EXISTING TO BE DEMOLISHED
	EXISTING TO REMAIN
	NEW POLYCARBONATE WALLS
	NEW PROPOSED





**1** PROPOSED PHASE 01 PLAN | GROUND FLOOR

0 8' 16' 32'

SCALE: 3/16" = 1'-0"

PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-104**

DRAWING TITLE:  
**FLOOR PLAN**

DRAWING DATE:  
**08.02.2018**

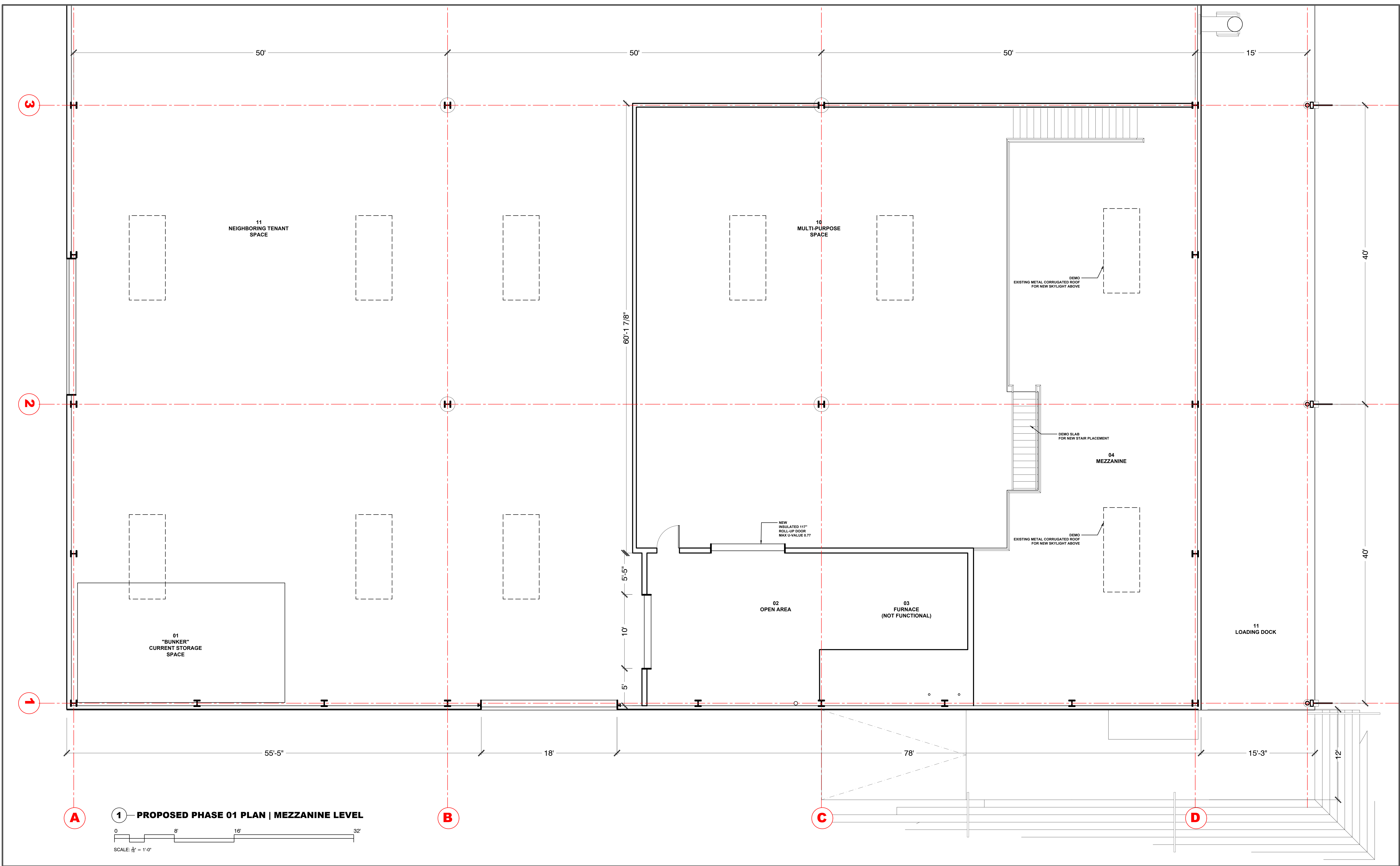
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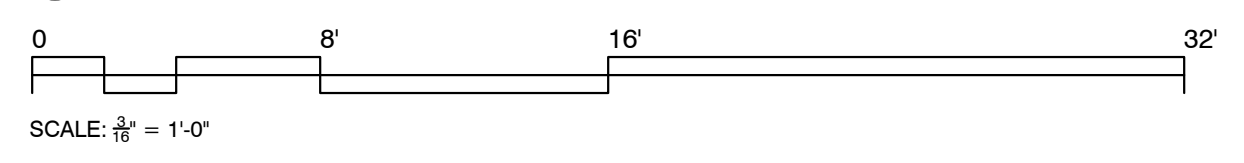


**NOT FOR CONSTRUCTION**

DESIGN:  
**AE SUPERLAB.**



**1** PROPOSED PHASE 01 PLAN | MEZZANINE LEVEL



PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-105**

DRAWING TITLE:  
**FLOOR PLAN**


DRAWING DATE:  
**08.02.2018**

REVISION NUMBER:  
**01**

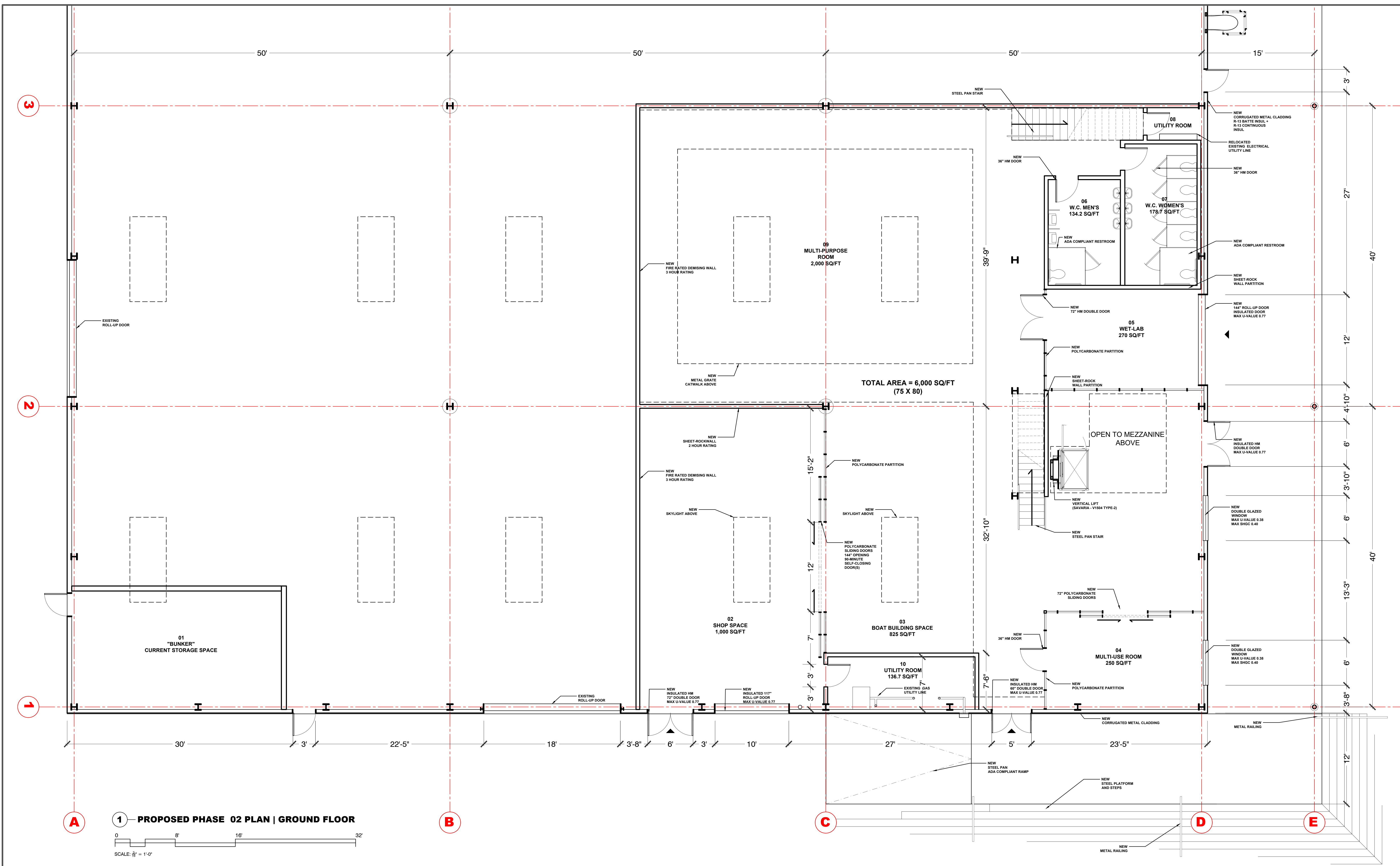
DRAWING SCALE:  
**3/16" = 1' - 0"**



**NOT FOR CONSTRUCTION**

DESIGN:  **AE SUPERLAB.**





**1** PROPOSED PHASE 02 PLAN | GROUND FLOOR

SCALE:  $\frac{1}{16}'' = 1'-0''$

PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-106**

DRAWING TITLE:  
**FLOOR PLAN**

DRAWING DATE:  
**08.02.2018**

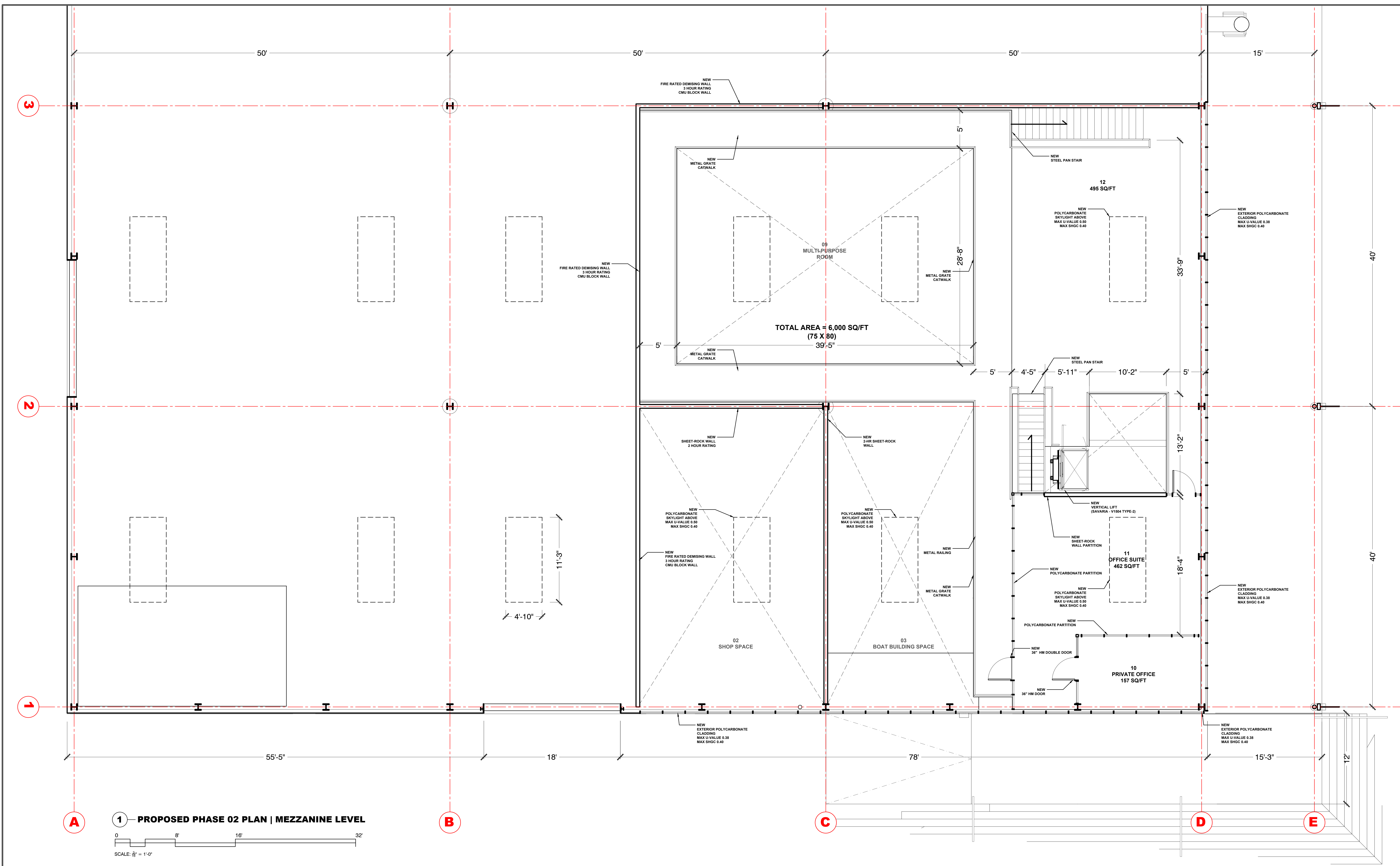
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DRAWING SCALE:  
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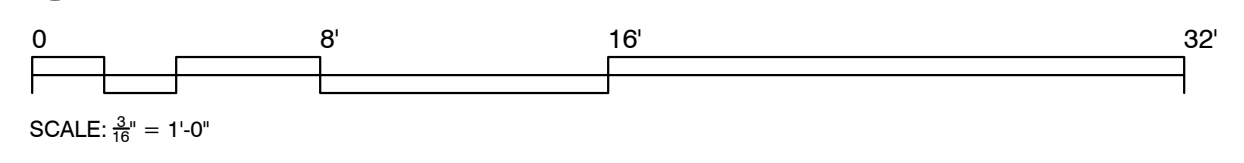


**NOT FOR CONSTRUCTION**

DESIGN:  
**AE SUPERLAB.**



1 PROPOSED PHASE 02 PLAN | MEZZANINE LEVEL



PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-107**

DRAWING TITLE:  
**FLOOR PLAN**

DRAWING DATE:  
**08.02.2018**

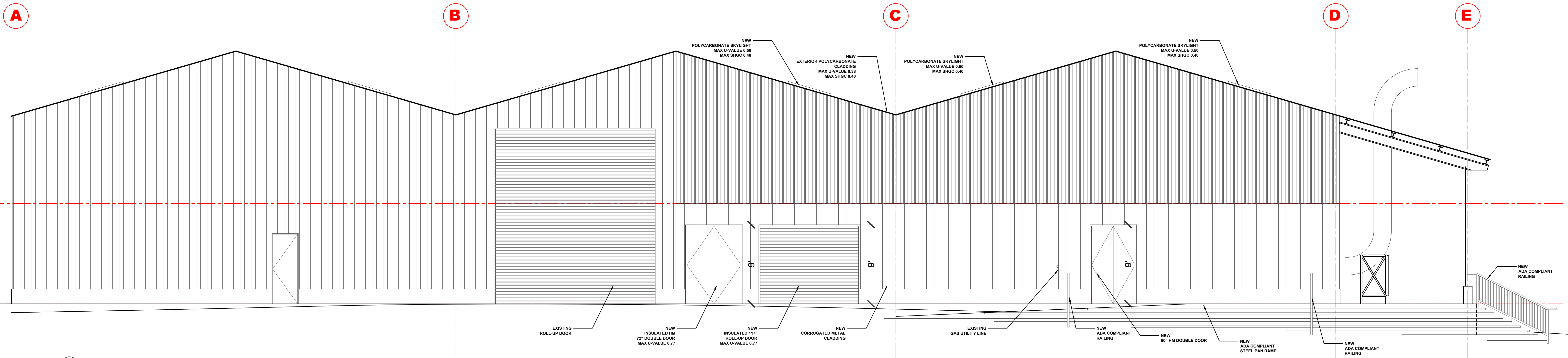
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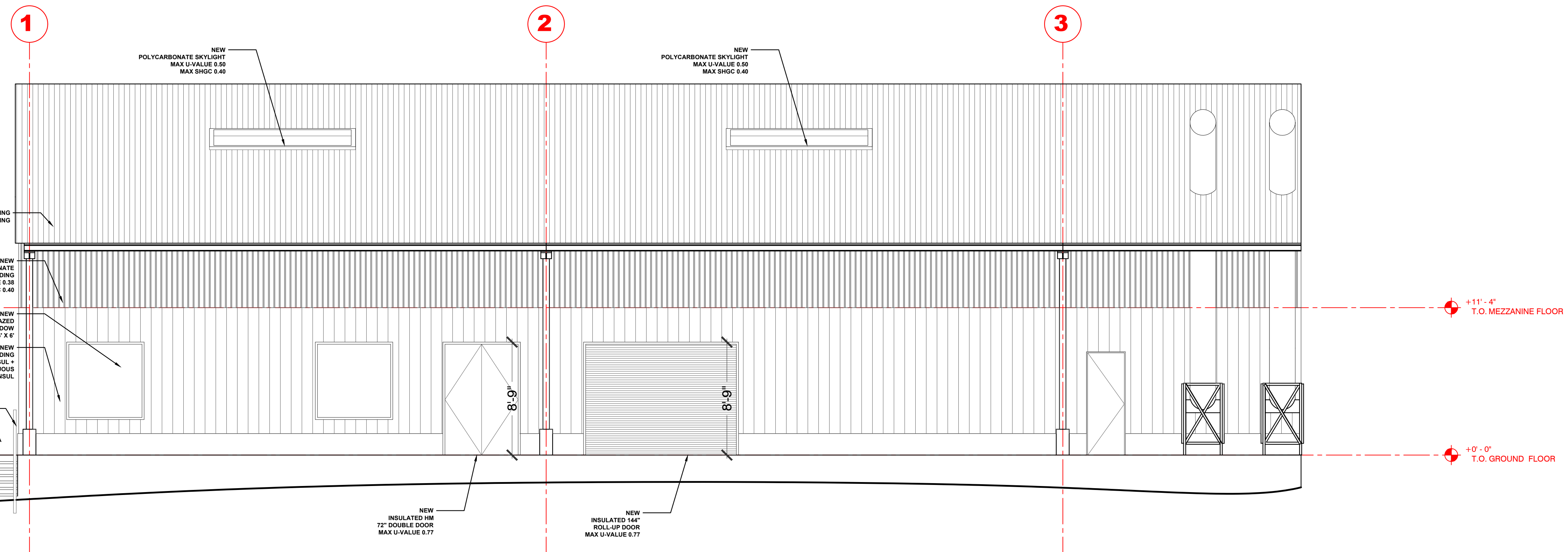
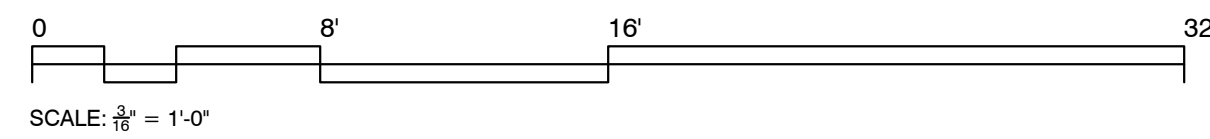


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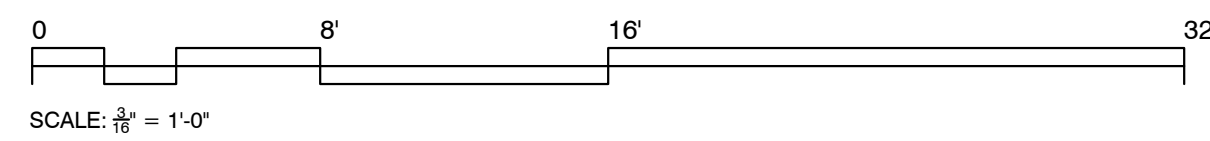
DESIGN:  
**AE SUPERLAB.**



**1 PROPOSED SOUTH ELEVATION**



**2 PROPOSED EAST ELEVATION**



# Wet Lab *for* PortSide NewYork, July 2018

by Robert Segal, consultant, Wet Lab design

\$20,000-\$25,000 start-up estimate provided by Cathy Drew, Founder and ED of the River Project.

## **Abstract**

The Wet Lab offers discovery, demonstration, and interaction, where children and adults see and touch fish, oysters, mussels, crabs, and grasses of our local marine environment, from a living seawall to the shallows of our estuaries. Thirty guests or more watch demonstrations by staff and visiting presenters, with cameras and microscopes fed live onto overhead text and video displays. The Learning Wall is a bright and fascinating display of marine samples and sea creatures, where visitors explore marine biology, water quality, and environmental change.

## **Detailed Description:**

The Wet Lab at PortSide resides in a 20-foot-by-15-foot footprint, between a closet at the north end of the lab, and a public circulation area with an exit onto the loading dock, at the south end of the Lab.

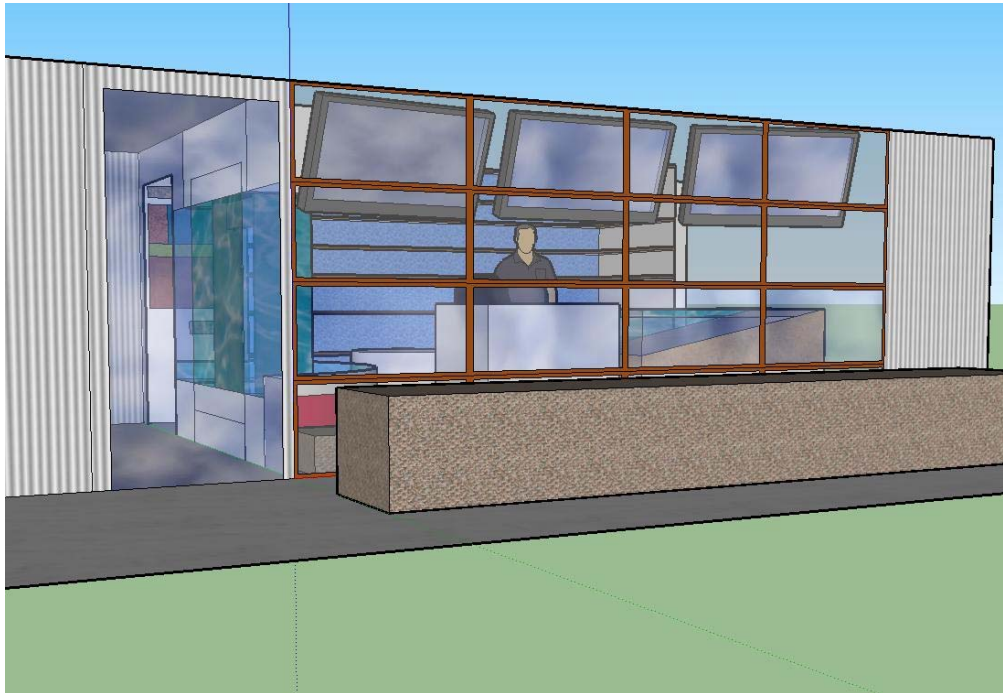
The east wall of the Wet Lab is faced largely by a roll-up garage-style door comprised of translucent panels. If this garage door is to roll up into place across the majority of the Wet Lab ceiling, the present sprinkler fire suppression system must be lowered closer to the floor. If, on the other hand, the Wet Lab is to be a double-height space open to the mezzanine above, the garage-style door may rise vertically. The garage door may also possibly rise up along the exterior wall, on the loading dock side.

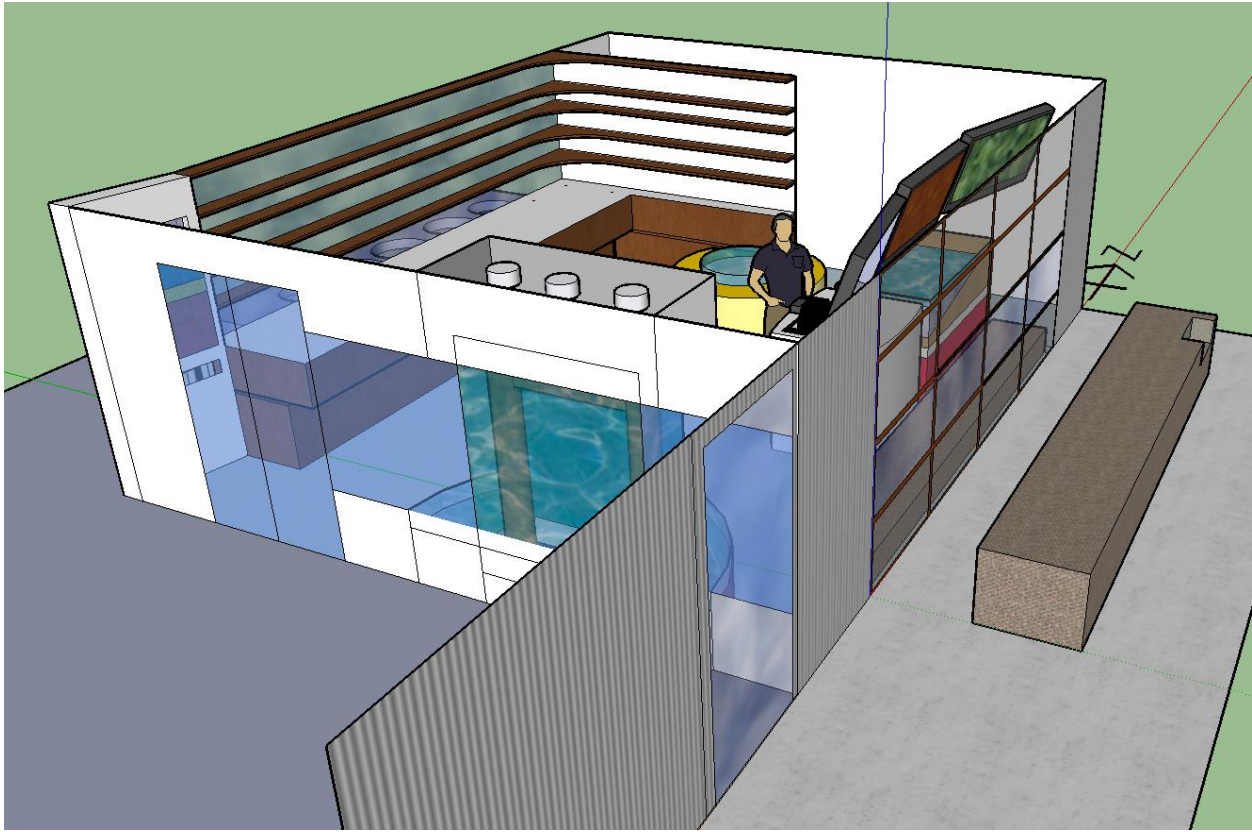
Opening the garage door allows school groups of perhaps thirty students to observe demonstrations by a staff member, teacher, or guest lecturer at the demo table (white). The students can observe from the two risers on the east side of the Wet Lab. A short riser allows small children to sit or kneel whilst watching demonstrations, whilst a higher riser allows audience members at the rear to see over the heads of those in front of them. Additional audience members may stand between the two risers. The taller riser rolls within the footprint of the room, telescoping over the lower riser for storage. When in use, the taller riser rolls out onto the loading dock.





*Current exterior, seen from loading dock*





The audience area on the loading dock can be enclosed in poor weather by polycarbonate panels, forming what Carolina has previously referred to as the WeatherBox. (The WeatherBox is not shown in the accompanying illustrations.) We anticipate our intermittent use of the loading dock, but wish our designs to be entirely removable when other uses of the loading dock demand it.

The white demonstration stand holds a dissection microscope with a video feed to the 42" flat panel display above the stand. A second and third, similar video displays to either side of that one are for text and video. The three displays are suspended from a beam spanning the lab from north-to-south, at a height below the open position of the garage door. All three video displays pivot to be viewed either from within the room or by an audience on the loading dock risers.

At night, the translucent panels in the garage door allow rear projection of floor-to-ceiling, approximately fifteen-foot-wide imagery visible from beyond the property. The imagery projected would be undulatory and cheerful and evocative of the waterfront connections of the program, with the name "PORTSIDE" prominently featured at intervals.

The demonstration stand moves out of the way by telescoping over the shallow tank just north of the stand.

The shallow tank is about 18" square by 5 or 6 feet long, and will show aquatic life at the shoreline. The sandy bottom of the tank slopes upward to be above water level at the tank's north end. The margins are planted with *Spartina* grass or the like, with mussels and free-swimming fish, etc. inhabiting the tank. The tank is arranged so as to be well viewed either from within the room or from the audience positions extending out onto the loading dock. There is storage below the tank. The shallow tank is at a height visible to small children.

Prominently featured at the south end of the Wet Lab is a semi-circular touch tank, with low walls so as to be accessible to small children. Various sea creatures and plants will be placed in the touch tank for handling by visitors.

Rising from the center of the touch tank, against the south wall of the room, and extending up through the (full or partial) ceiling is the deep tank, holding larger fish and giving the point of view from below water along a seawall. Freestanding in the midst of the deep tank are pilings and cross-timbers evocative of man-made wooden support structures along the city waterfront. The deep tank is lit from above by metal halide lamps simulating sunlight filtering down into the water. The deep tank and the rest of the room are visible through a large window from the public circulation area south of the Wet Lab. It is very visually powerful to have tanks rise above the eye level of the viewer.

The exit door from the public circulation area is a glass door opening onto the loading dock, within the confines of the WeatherBox during poor weather. Entrance to the Wet Lab is through a lockable doorway into that public circulation area.

Within the middle area of the Wet Lab are tables at which students can participate in activities. The design of these tables remains open to future discussions.

The west wall of the Wet Lab is the Learning Wall. It is backed by a window looking out onto the hand washing station near the rest rooms. The hand washing station on the other side is brightly lit with lamps that also strongly illuminate the window. Within the Wet Lab, arrayed on the Learning Wall, are many rows of shelves holding an attractive and fascinating display of clear containers of various shapes and sizes, within which are specimens of sea organisms, aquariums, water with various degrees of pollutants, displays of the stages of biodegradation, and other brightly lit contents. Accommodation is made for the cleaning/dusting of the lit wall.

Along the base of the Learning Wall is a work counter for use by pairs of students. Mr. Russo anticipates 24" of counter to each pair of students. Below the work counter is storage.

Shelves and counter continue around the corner, northward, and along the north wall of the Wet Lab. Behind the north wall is a full-height storage closet for lab coats and other items. Size of the closet is to be determined by the space available considering placement of the men's WC.



## Makeup Seawater Scheme

- Our tanks, and the organisms in them, are small enough so as not to require a continuous, or "open" system of flow from Atlantic Basin. Instead, we would drain a portion of each tank at regular intervals and refill each tank with makeup water from the Basin.
- The wet lab is too far away from the seawall to suck water directly from the Basin using pumps at or near the wet lab. Pumps can't easily manage the necessary suction.
- We can run pipes under the pier-side roadway, and from there under the building's floor toward the wet lab, but PortSide does not have control over the west portion of the building between our facility (on the east side) and the seawall. This means we cannot be assured of a simple scheme to raise our seawater supply overhead in the west portion of the building, and then having it gravity feed from there to the wet lab on the east, as this would require a permanent arrangement with the occupants of the west side.
- As an alternative, we would to rely on a small cistern below our floor, near the wet lab, of perhaps a fifteen-gallon capacity. We would draw our makeup water from this small cistern.
- The cistern would be gravity-fed through a pipe draining an open-topped tank or barrel raised beside the seawall. This barrel would in-turn be filled by a supply pump drawing from the Atlantic Basin. When full, the barrel would overflow through an open drain back to the Basin.
- When full, the cistern would freely overflow through an open, gravity drain line back to the Basin, ensuring the supply pump could not inadvertently flood the wet-lab-end. To prevent flooding, the drain rate should be greater than the supply rate.
- The cistern would supply the volume from which a small distribution pump could raise seawater into distribution pipes going to the various tanks. The cistern capacity need not be larger than the amount that ensures the distribution pump does not run dry and lose priming. The distribution pump should sit at or below the level of the bottom of the cistern. To prevent the cistern's running dry during makeup operations, the distribution pump's discharge rate should be less than that of the seawall supply pump.
- To prevent "stale" makeup water, or the possible proliferation of unwanted microorganisms, when not in use the cistern ought be entirely drained (by gravity, ideally, back to the Atlantic Basin), as Ms. Drew notes.
- Also, at the commencement of each makeup cycle, the cistern should be filled to overflowing, and the distribution pump then run for a time sufficient to flush well the cistern, distribution pump, and the distribution piping within the wet lab.

## **Wet Lab Procurement List:**

### *FIXTURES:*

Room lighting  
Activity/demo/task lighting  
Tank lighting  
Aquaria & tanks (including pumps, filters, heaters, piping)  
Display containers  
Shelving  
Work counters  
Tables  
Seating (swing-out stools below Learning Wall counter)  
Closets/storage/shelving in closet  
Storage below learning Wall counter  
Demo stand  
Video display swiveling mounts in ceiling  
Risers for audience and tracks to move them  
Safety gear  
Seawater intake and distribution (pumps, PVC piping)  
Seawater drains and overflow  
Garage door to loading dock  
Windows to public circulation area (in south wall)

Window to hand wash station (behind Learning Wall)  
Floor treatment

### *EXHIBITED ORGANISMS AND OBJECTS:*

Tank organisms  
Learning Wall contents  
Aquaria organisms  
Aquarium environment (gravel, in-tank objects)

### *ACTIVITIES:*

Lab coats  
Dissecting trays  
Dissecting tools  
Clipboards  
Video microscope (at demo stand)  
Water testing lab equipment  
White board, eraser

### *CONSUMABLES:*

Aquaria supplies (chemicals, food, filtration, test kits)  
Water testing kits  
Paper & writing implements  
Dry-erase markers  
Gloves  
Hand wipes  
Paper towels  
Activity clean-up supplies

Room cleaning supplies  
Spill control

### *DESIGN:*

Signage & graphics (Braille)  
Paint, wall covering

### *ROOM MAINTENANCE:*

Room cleaning equipment (brooms, mops, buckets)

### *IT & ELECTRONICS:*

Display screens (three 42" flat-screen monitors)  
Computer to run text and graphics  
Computer projector  
Projection screen  
Microphones (wireless)  
Sound equipment  
Speakers  
Nighttime illumination/projection system (promotion)  
Camera, still/video

### *MEDIA CONTENT:*

Text files  
Video files  
Audio files  
Nighttime projections/promotion



**PortSide New York**  
Interior Space Build-Out  
Brooklyn, NY

**Conceptual Estimate**

August 9, 2018

Empire State Building  
350 Fifth Ave  
32<sup>nd</sup> Floor  
New York, NY 10118  
917-522-1269  
[www.usa.skanska.com](http://www.usa.skanska.com)

August 09, 2018

Dear: Carolina,

Skanska Integrated Solutions is pleased to submit our Conceptual Estimate for the proposed "PortSide New York" Interior Space Build-Out. This proposal is based on the 10/12/2010 "SD" plans, labeled as "Implementation Plan" prepared by Perkins+Will Architects.

We appreciate being part of your project team and helping make your project successful. If you have any questions regarding our conceptual estimate or need additional information, please do not hesitate to call.

Best regards,

Carmen Rainieri  
Program Executive

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- Package Specific Qualifications & Assumptions
- Allowances
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### **Section Three – Estimate Detail**

**1**

## **Section One – Proposal Summary**

[Cost Summary Attached](#)



Skanska USA Building Inc.

Empire State Building  
 350 5th Ave 32nd Floor  
 New York, NY 10118  
 (917) 438-4500

Project - PortSide New York / PIER 11  
 Client - PortSide - Carolina Salguero  
 Location - Red Hook, Booklyn NY

Date - 8/09/18

BUILDING COST	Phase I	Phase II	TOTAL	COST/SF (6,439)
Division 1 General Requirements.....	\$8,930	\$8,950	\$17,880	\$2.78
Division 2 Existing Conditions.....	\$106,263	\$4,829	\$111,092	\$17.25
Division 3 Concrete.....	\$9,915	\$9,659	\$19,574	\$3.04
Division 4 Masonry.....	\$15,250	\$0	\$15,250	\$2.37
Division 5 Metals.....	\$24,000	\$100,000	\$124,000	\$19.26
Division 6 Wood, Plastic and Composites.....	\$39,915	\$34,659	\$74,574	\$11.58
Division 7 Thermal and Moisture Protection.....	\$27,483	\$102,234	\$129,717	\$20.15
Division 8 Openings.....	\$91,500	\$4,200	\$95,700	\$14.86
Division 9 Finishes.....	\$192,792	\$89,250	\$282,042	\$43.80
Division 10 Specialties.....	\$15,500	\$0	\$15,500	\$2.41
Division 22 Plumbing.....	\$15,500	\$0	\$15,500	\$2.41
Division 23 Mechanical.....	\$15,000	\$0	\$15,000	\$2.33
Division 26 Electrical.....	\$66,171	\$0	\$66,171	\$10.28
<b>TOTAL BUILDING:</b>	<b>\$628,219</b>	<b>\$353,781</b>	<b>\$982,000</b>	<b>\$152.51</b>
<b>TRADE COST TOTAL:</b>	<b>\$628,219</b>	<b>\$353,781</b>	<b>\$982,000</b>	<b>\$152.51</b>
CGL Insurance 1.25%	\$10,413	\$5,864	\$16,278	\$2.53
Sub Guard 1.35%	\$8,481	\$4,776	\$13,257	\$2.06
<b>Subtotal</b>	<b>\$647,113</b>	<b>\$364,421</b>	<b>\$1,011,535</b>	<b>\$157.09</b>
GC's 10%	\$64,711	\$36,442	\$101,153	\$15.71
CM Fee 3%	\$19,413	\$10,933	\$30,346	\$4.71
<b>Subtotal</b>	<b>\$731,238</b>	<b>\$411,796</b>	<b>\$1,143,034</b>	<b>\$177.52</b>
Contingency 5%	\$36,562	\$20,590	\$57,152	\$8.88
CM Bond 0%	\$0	\$0	\$0	\$0.00
<b>Subtotal</b>	<b>\$767,800</b>	<b>\$432,386</b>	<b>\$1,200,186</b>	<b>\$186.39</b>
Phasing Premium 5%	\$38,390	\$21,619	\$60,009	\$9.32
Escalation 4%	\$26,873	\$15,134	\$42,007	\$6.52
<b>TOTAL CONSTRUCTION COSTS:</b>	<b>\$833,063</b>	<b>\$469,139</b>	<b>\$1,302,202</b>	<b>\$202.24</b>

**2**

**Section Two – Basis of Proposal**

**General Qualifications**

1. This proposal is based upon the 10/12/2010 plans labeled as “Implementation Plan”
2. Costs for the detection and removal of hazardous materials (i.e. mold, asbestos, lead paint, contaminated soils, etc.), and groundwater monitoring are not included.
3. Exterior Work is excluded except for what is listed in the estimate.
4. Site Work, Storm Water, Asphalt Paving, Exterior Concrete are all excluded from this estimate.



## Package Specific Assumptions & Clarifications

The following definition represents the basis of our estimate, and serves as the Conceptual Estimate for the project. The estimated costs were developed based upon the project documents listed in the appendices and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section. The following assumptions and clarifications represent the basis of our Conceptual Estimate.

### General

Budget includes the following items: Under Phase I (Cheap & Cheerful) and Phase II

1. Builder's risk insurance, subcontractor default insurance, and Skanska payment and performance bond are included.

### 02 Sitework/ Earthwork/Site Demo/ Utilities

1. All Excluded

### 03 Concrete

1. Existing Interior Floor Slab
  - a. Misc. Patching based on SF of Space
  - b. Required saw cutting and trenching for Rest Room sanitary drain replacement and re-work.
  - c. Misc. Patching at loading dock.

### 04 Masonry

1. A 8" CMU wall infill at damaged location at "Bunker"

### 05 Structural Steel, Miscellaneous, Stairs

1. Miscellaneous Lintels as required for new door cut-ins and CMU Infill.
2. Misc. Steel consisting of angles, lintels for reinforcing for new window installation.
3. Suspended Catwalk under Phase-II
4. New Stairs I Flight under Phase-I
5. Exterior Metal stairs, Ramp and Pipe Railing system at loading dock.

## **06 Wood and Plastics**

1. Miscellaneous blocking for roofing, millwork and specialties
2. Millwork for classrooms and offices.
3. Custom Cabinets and benches for break area and viewing area.

## **07 Thermal and Moisture Protection**

1. Roofing is limited to required patching to the existing metal roof to as pertains to identifiable roof leaks only.
2. 2" Rigid adhesive applied to exterior southern and eastern elevation.
3. Rework Existing skylights and any required support framing.
4. Required Firestopping for all thru-wall penetrations at mechanical ductwork, and conduit removals.

## **08 Openings**

1. Hollow Metal Frames and Doors will be 14 gauge for exterior and 16 gauge for interior.
2. Standard off the shelf hardware sets.

## **09 Finishes**

1. Metal stud and drywall partitions for exterior walls where metal panels are installed at upper Southern and Eastern Elevations.
2. All interior walls will be 3 5/8" metal studs 20 ga. With 5/8" type "X" gypsum board and sound batt insulation.
3. Level 4 finish will be installed where wall graphics will be installed by others. Assumed to be 20% of interior public spaces.
4. Painting of all interior walls, HM doors and exposed structural steel.
5. All existing floors will be a painted finish

## **10 Specialties**

1. Restroom accessories will be installed per code
2. Furnish and install new toilet room partitions

## 15A HVAC & Plumbing

1. Pricing for all HVAC equipment and material assumes competitive sourcing/bidding for all items. Competitive sourcing assumes that there will be named "or equal" manufacturers and that technical provisions will not impede competitive pricing.
2. All HVAC ductwork is provided in accordance with SMACNA Standards and guidelines. Please note that any provisions above those required by SMACNA are not included.
3. SMACNA's "Ductwork Cleanliness Standards for New Construction: level 3.4 shall be maintained during the course of construction and installation. Please note that final cleaning of the ductwork after complete installation and prior to Owner occupancy is not included. In the event the ductwork is determined to fail the cleanliness requirements, the costs for final cleaning shall be borne by the subcontractor.
4. Skanska has included the cost to temporarily use the newly installed permanent HVAC system for air conditioning during construction once the building is closed in. All related extended warranties are included.
5. Standard cool-only 5 Zone mini split systems are included for the conditioned space requirement, pricing based on area vs. Sqft. since no design has been finalized.
6. Vibration and sound testing are not indicated and not included.
7. It is assumed that there are no seismic requirements for this project.
8. Specialty systems like rainwater harvesting, non-potable water systems for toilet flushing, gray water systems for plantings & irrigation, etc. are not indicated and not included.
9. We have assumed hanging mechanical pipe systems and duct systems from above slab, supplemental steel supports or stanchion systems are not included.
11. Testing, adjusting and balancing by an independent contractor is included.

## 15C Fire Suppression

1. Assumed that current system meets code and is adequate.

## 16A Electrical

1. No new service is included, assumed that current service is ample to provide required power to space.
2. New branch wiring is including with conduit stub-up in gyp-board partitions, and in exposed areas.
3. No new switch-gear, sub panels are included, just convenience outlets.

## Allowances

We have included the following allowances in our conceptual estimate.

1. Phase-I Fabrication and Installation of new mezzanine stairs and railing	\$5,550
2. Phase-I Furnish and Install Awning windows in existing openings	\$15,000
3. Phase-II Furnish and Install 8es. Awning windows at various locations at upper walls of "cattle chute"	\$24,000
4. Phase-I Furnish Toilet rm. Accessories	\$5,000
5. Phase-I Plumbing required plumbing work and new toilet fixtures and required scope of work, no design.	\$15,500
6. Phase-I Furnish and Install new Light Fixtures 10ea. And required circuits and wiring.	\$15,000
7. Phase-II Furnish and Install new HM frames, doors and hardware, no spec currently. Based on current scheme.	\$4,200
8. Phase-II Millwork Counter tops at wet Lab	\$25,000
9. Phase-II Misc. Metal fabrications not identified.	\$25,000
10. Phase-II Fabricate and Install new catwalk and required hanging support system and structural framing.	\$75,000

## Exclusions & Clarifications

1. Environmental impact fees, utility assessments, and usage burdens.
2. Building Permit and Plan Review Fees. (By Owner).
3. Temporary power and water consumption for new and renovation construction.
4. Removal and testing of hazardous materials/ contaminated soils.
5. Unclassified excavation (all rock and unsuitable soils removal are additional per unit prices)
6. Independent, third party commissioning and testing costs.
7. Indoor air quality testing & duct cleaning not due to construction activities.
8. Portable or temporary HVAC systems (we have assumed and included use of permanent systems after owner approval).
9. Furnishings, Fixtures or Equipment unless noted above.
10. Temporary fire suppression system.
11. Signage (OFOI).
12. Graffiti art on metal panels.
13. Furnish or installation of emergency power generation equipment.

**3**

**Section Three – Estimate Detail**

Estimate Detail Attached

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 08/09/18

<b><u>Phase I Cost Summary</u></b>	<b><u>TOTAL COST</u></b>	<b><u>COST/SF</u></b> <b>(6,439)</b>
Division 1 General Requirements.....	\$8,930	\$1.39
Site Logistics	\$8,930	
Division 2 Existing Conditions.....	\$106,263	\$16.50
Selective Demolition	\$106,263	
Division 3 Concrete.....	\$9,915	\$1.54
Cast-in-Place Concrete	\$9,915	
Division 4 Masonry.....	\$15,250	\$2.37
Unit Masonry	\$15,250	
Division 5 Metals.....	\$24,000	\$3.73
Metal Fabrications	\$5,500	
Metal Pan Stairs	\$6,500	
Decorative Metal	\$12,000	
Division 6 Wood, Plastic and Composites.....	\$39,915	\$6.20
Rough Carpentry	\$9,915	
Architectural Woodwork	\$30,000	
Division 7 Thermal and Moisture Protection.....	\$27,483	\$4.27
Roofing and Siding Panels	\$6,000	
Firestopping, Sealant and Caulking	\$21,483	
Division 8 Openings.....	\$91,500	\$14.21
Doors Frames and Hardware	\$7,300	
Entrances, Storefronts, and Curtain Walls	\$74,700	
Door Hardware	\$9,500	
Division 9 Finishes.....	\$192,792	\$29.94
Plaster and Gypsum Board Assemblies	\$148,054	
Painting and Coatings	\$44,738	
Division 10 Specialties.....	\$15,500	\$2.41
Toilet Partitions, Screens, and Accessories	\$15,500	
Division 22 Plumbing.....	\$15,500	\$2.41
Plumbing Fixtures	\$15,500	
Division 23 Mechanical.....	\$15,000	\$2.33
Terminal and Package Units	\$15,000	
Division 26 Electrical.....	\$66,171	\$10.28
Electrical Service and Distribution	\$66,171	
<b>TOTAL Phase I Cost:</b>	<b>\$628,219</b>	<b>\$97.56</b>

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	<b><u>Division 1 General Requirements</u></b>			
2				
3	<b><u>Site Logistics</u></b>			
4				
5	Laborers for Demolition	1 MN.	\$6,080.00	\$6,080
6	30 yd Container Dumpster for Debris	3 Ea.	\$950.00	\$2,850
7				
8	<b>Site Logistics Total:</b>			<b>\$8,930</b>
9				
10	<b>Division 1 General Requirements Total:</b>			<b>\$8,930</b>
11				
12	<b><u>Division 2 Existing Conditions</u></b>			
13				
14	<b><u>Selective Demolition</u></b>			
15				
16	Make space ready waterproof / patching of existing building envelope (holes from removals, water leaks)	6,000 SF	\$2.50	\$15,000
17	Cut & Capp Make Safe Existing utilities	6,000 SF	\$4.50	\$27,000
18	Demo of Existing Non-Working MEP Equipment	6,000 SF	\$3.25	\$19,500
19	Power Wash Interior Exposed Roof Structure	4,932 SF	\$3.75	\$18,495
20	Power Wash Exterior Existing Loading Dock Roof Structure	610 SF	\$2.50	\$1,525
21	Power Wash Existing Asphalt Floor Surface & Loading Dock Floor	6,610 SF	\$2.50	\$16,525
22	Power Wash Interior Existing Metal Corrugated Siding Building Envelope	3,287 SF	\$2.50	\$8,218
23				
24	<b>Selective Demolition Total:</b>			<b>\$106,263</b>
25				
26	<b>Division 2 Existing Conditions Total:</b>			<b>\$106,263</b>
27				
28	<b><u>Division 3 Concrete</u></b>			
29				
30	<b><u>Cast-in-Place Concrete</u></b>			
31				
32	Patch Existing Floor Slab as Required to Make Safe	6,610 SF	\$1.50	\$9,915
33				
34	<b>Cast-in-Place Concrete Total:</b>			<b>\$9,915</b>
35				
36	<b>Division 3 Concrete Total:</b>			<b>\$9,915</b>
37				



Project - PortSide New York / PIER 11

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
38			
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**Division 4 Masonry**

**Unit Masonry**

Square Up and Safe Existing CMU Wall @ Bunker	1 LS	\$2,500.00	\$2,500
Install Relieving Angle at CMU Wall at Infill	1 LS	\$3,500.00	\$3,500
Furnish and Install CMU at Hole in Wall at Bunker	250 SF	\$27.00	\$6,750
Saw Cut New Man Door Opening and Frame In CMU Wall	1 LS	\$2,500.00	\$2,500

**Unit Masonry Total:** \$15,250

**Division 4 Masonry Total:** \$15,250

**Division 5 Metals**

**Metal Fabrications**

Miscellaneous Lintels Required for New Door and Window Openings In CMU Walls	1 LS	\$5,500.00	\$5,500
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**Metal Fabrications Total:** \$5,500

**Metal Pan Stairs**

Fabricate and Install New Mezz Stair and Pipe Railing at Office 07 Location	1 Allw	\$6,500.00	\$6,500
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**Metal Pan Stairs Total:** \$6,500

**Decorative Metal**

Fabricate , Furnish and Install New Railing System at Loading Dock, Steel Stairs and ADA Ramp	1 EA.	\$12,000.00	\$12,000
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**Decorative Metal Total:** \$12,000

**Division 5 Metals Total:** \$24,000

**Division 6 Wood, Plastic and Composites**

**Rough Carpentry**

Required Wood Blocking Misc.	6,610 SF	\$1.50	\$9,915
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**Rough Carpentry Total:** \$9,915

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
82	<b><u>Architectural Woodwork</u></b>			
83				
84	Wood / Laminate Cabinets and Counters Includes Tops / Backsplashes	250 LF	\$120.00	\$30,000
85				
86	<b>Architectural Woodwork Total:</b>			<b>\$30,000</b>
87				
88	<b>Division 6 Wood, Plastic and Composites Total:</b>			<b>\$39,915</b>
89				
90	<b><u>Division 7 Thermal and Moisture Protection</u></b>			
91				
92	<b><u>Roofing and Siding Panels</u></b>			
93				
94	<b><u>Roof and Wall Specialties</u></b>			
95				
96	Rework Existing Skylights	5 EA.	\$1,200.00	\$6,000
97	Furnish and Install New Polycarbonate Skylights Includes Required Support Framing	0 Ea.	\$6,200.00	\$0
98				
99	Roof and Wall Specialties Total:			\$6,000
100				
101	<b>Roofing and Siding Panels Total:</b>			<b>\$6,000</b>
102				
103	<b><u>Firestopping, Sealant and Caulking</u></b>			
104				
105	Misc. Required Fire Stopping	6,610 SF	\$2.00	\$13,220
106	Misc. Required Architectural Caulking	6,610 SF	\$1.25	\$8,263
107				
108	<b>Firestopping, Sealant and Caulking Total:</b>			<b>\$21,483</b>
109				
110	<b>Division 7 Thermal and Moisture Protection Total:</b>			<b>\$27,483</b>
111				
112	<b><u>Division 8 Openings</u></b>			
113				
114	<b><u>Doors Frames and Hardware</u></b>			
115				
116	Saw Cut New Man Door Opening and Frame In CMU Wall	1 Ea.	\$1,500.00	\$1,500
117	Saw Cut For Installation of New Window Glazing Unit in Bunker (4'-0 x 8'-0)	1 Ea.	\$1,500.00	\$1,500
118	Man Door @ Bunker Furnish and Install New HM Frame, Door and Hardware.	1 Ea.	\$1,800.00	\$1,800
119	Re-work and Make Operational Existing Coiling Overhead Door @ Bunker	1 Ea.	\$2,500.00	\$2,500
120				
121	<b>Doors Frames and Hardware Total:</b>			<b>\$7,300</b>
122				

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
123	<b><u>Entrances, Storefronts, and Curtain Walls</u></b>			
124				
125	<b><u>Entrances and Storefronts</u></b>			
126				
127	Furnish and Install Store Front Door and Hardware	4 EA.	\$4,200.00	\$16,800
128				
129	Entrances and Storefronts Total:			\$16,800
130				
131	<b><u>Miscellaneous Glazing</u></b>			
132				
133	Mezzanine Level - Cut New Opening for New 4'x3' Awning Window at Southern and Eastern Elevations Furnish and Install Required New Framing	2 EA.	\$1,500.00	\$3,000
134	Mezzanine Level - Furnish and Install New Awning Windows 4'x3'	2 EA.	\$2,800.00	\$5,600
135	1st Flr. Under Mezzanine Replace Existing Windows Office location Southern and Eastern Exposure with Awning Windows includes Required Reframing of Opening.	2 EA.	\$3,200.00	\$6,400
136	Bathroom Windows - Replace with Awning Windows in Existing Openings	2 EA.	\$1,950.00	\$3,900
137	Rework Existing Window Openings to Accept New Awning Windows Per Discretion Various Locations Exterior Envelope.	1 ALLW.	\$15,000.00	\$15,000
138	Furnish and Install New Awning Windows at Upper Cattle Chute Corridor Includes required framing.	8 ALLW	\$3,000.00	\$24,000
139	Miscellaneous Glazing Total:			\$57,900
140				
141	<b>Entrances, Storefronts, and Curtain Walls Total:</b>			<b>\$74,700</b>
142				
143	<b><u>Door Hardware</u></b>			
144				
145	Furnish and Install Interior / Exterior Door Hardware	10 EA.	\$950.00	\$9,500
146				
147	<b>Door Hardware Total:</b>			<b>\$9,500</b>
148				
149	<b>Division 8 Openings Total:</b>			<b>\$91,500</b>
150				
151	<b><u>Division 9 Finishes</u></b>			
152				
153	<b><u>Plaster and Gypsum Board Assemblies</u></b>			
154				
155	<b><u>Drywall Partitions</u></b>			
156				
157	East Elv. Metal Stud Partition @ Mezzanine Level 2"x4"x10'-00 AFF. 1 Layer of 5/8" fire code X tape and float ready for paint.	796 SF	\$8.15	\$6,487
158	South Elev. Metal Stud Partition @ Mezzanine Level 2"x4"x15' AFF. 1 Layer of 5/8" fire code X tape and float ready for paint.	375 SF	\$8.15	\$3,056
159	East Elev. 2" Iso Board Rigid Insulation Direct Adhesive Applied to Existing Metal Siding	796 SF	\$3.50	\$2,786
160	South Elev. 2" Iso Board Rigid Insulation Direct Adhesive Applied to Existing Metal Siding	375 SF	\$3.50	\$1,313

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
161	Furnish, Install Tape and Float Ready for Paint New Demising Wall - 2"x6" Structural Metal Studs to Underside of Truss Cord and Infill Structural "A" Truss 3.0 hr. Rating 2	3,896 SF	\$34.50	\$134,412
162	Drywall Partitions Total:			\$148,054
163				
164	<b>Plaster and Gypsum Board Assemblies Total:</b>			<b>\$148,054</b>
165				
166	<b><u>Painting and Coatings</u></b>			
167				
168	Exterior Painting of Existing Exposed Construction at Loading Dock - 2 cts. Dry-Fog Coating	610 SF	\$2.75	\$1,678
169	Interior Painting of Existing Exposed Construction at Interior Space - 2 cts. Dry Fog Coating	5,764 SF	\$3.25	\$18,733
170	Interior Painting Drywall Separation Partitions 2 cts Acrylic Egg Shell Finish	2,878 SF	\$1.95	\$5,612
171	Furnish and Install Wayfinding Coating at Loading Dock	610 SF	\$3.75	\$2,288
172	Furnish and Install New Floor Coating at Offices and Open Space	5,764 SF	\$2.85	\$16,427
173				
174	<b>Painting and Coatings Total:</b>			<b>\$44,738</b>
175				
176	<b>Division 9 Finishes Total:</b>			<b>\$192,792</b>
177				
178	<b><u>Division 10 Specialties</u></b>			
179				
180	<b><u>Toilet Partitions, Screens, and Accessories</u></b>			
181				
182	Furnish and Install New Toilet Accessories at W/C	1 ALLW	\$5,000.00	\$5,000
183	Furnish and Install New Toilet Partitions	7 EA.	\$1,500.00	\$10,500
184				
185	<b>Toilet Partitions, Screens, and Accessories Total:</b>			<b>\$15,500</b>
186				
187	<b>Division 10 Specialties Total:</b>			<b>\$15,500</b>
188				
189	<b><u>Division 22 Plumbing</u></b>			
190				
191	<b><u>Plumbing Fixtures</u></b>			
192				
193	Selective Demo, Cut, Cap and Relocate as required CW / HW Lines. Saw Cut Slab, Trench, as Required for New Sanitary Drain Line.	1 ALLW	\$5,500.00	\$5,500
194	Furnish and Install Plumbing Fixtures and Trims includes 4-WC, 2-Lav Sinks, 2-Urnills. And 2 - 30 Gal Elec. Water	1 ALLW	\$10,000.00	\$10,000
195				
196	<b>Plumbing Fixtures Total:</b>			<b>\$15,500</b>
197				
198	<b>Division 22 Plumbing Total:</b>			<b>\$15,500</b>
199				

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
200	<b><u>Division 23 Mechanical</u></b>			
201				
202	<b><u>Terminal and Package Units</u></b>			
203				
204	Furnish, and Install Two 5 Zone Mini-Split Systems and Associated Distribution, and Controls	2 EA	\$7,500.00	\$15,000
205				
206	<b>Terminal and Package Units Total:</b>			<b>\$15,000</b>
207				
208	<b>Division 23 Mechanical Total:</b>			<b>\$15,000</b>
209				
210	<b><u>Division 26 Electrical</u></b>			
211				
212	<b><u>Electrical Service and Distribution</u></b>			
213				
214	Furnish and Install Electrical Distribution, Including Conduits, Wiring and Convenience Outlets.	6,439 SF	\$9.50	\$61,171
215	Furnish and Install Additional Light Fixtures as Required	1 ALLW	\$5,000.00	\$5,000
216				
217	<b>Electrical Service and Distribution Total:</b>			<b>\$66,171</b>
218				
219	<b>Division 26 Electrical Total:</b>			<b>\$66,171</b>

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Booklyn NY

Date - 08/09/18

<u>Phase II Cost Summary</u>	<u>TOTAL COST</u>	<u>COST/SF</u> (6,439)
Division 1 General Requirements.....	\$8,950	\$1.39
Site Logistics	\$8,950	
Division 2 Existing Conditions.....	\$4,829	\$0.75
Selective Demolition	\$4,829	
Division 3 Concrete.....	\$9,659	\$1.50
Cast-in-Place Concrete	\$9,659	
Division 5 Metals.....	\$100,000	\$15.53
Structural Steel Framing	\$75,000	
Metal Fabrications	\$25,000	
Division 6 Wood, Plastic and Composites.....	\$34,659	\$5.38
Rough Carpentry	\$9,659	
Plastic Fabrications	\$25,000	
Division 7 Thermal and Moisture Protection.....	\$102,234	\$15.88
Roofing and Siding Panels	\$90,000	
Firestopping, Sealant and Caulking	\$12,234	
Division 8 Openings.....	\$4,200	\$0.65
Doors Frames and Hardware	\$4,200	
Division 9 Finishes.....	\$89,250	\$13.86
Plaster and Gypsum Board Assemblies	\$82,500	
Painting and Coatings	\$6,750	
<b>TOTAL Phase II Cost:</b>	<b>\$353,781</b>	<b>\$54.94</b>

Project - PortSide New York / PIER 11

Client - PortSide - Carolina Salguero

Location - Red Hook, Booklyn NY

Date - 08/09/18

**Phase II Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	<b><u>Division 1 General Requirements</u></b>			
2				
3	<b><u>Site Logistics</u></b>			
4				
5		6,439 SF	\$1.39	\$8,950
6				
7	<b>Site Logistics Total:</b>			<b>\$8,950</b>
8				
9	<b>Division 1 General Requirements Total:</b>			<b>\$8,950</b>
10				
11	<b><u>Division 2 Existing Conditions</u></b>			
12				
13	<b><u>Selective Demolition</u></b>			
14				
15	Selective Demo Phase 11	6,439 SF	\$0.75	\$4,829
16				
17	<b>Selective Demolition Total:</b>			<b>\$4,829</b>
18				
19	<b>Division 2 Existing Conditions Total:</b>			<b>\$4,829</b>
20				
21	<b><u>Division 3 Concrete</u></b>			
22				
23	<b><u>Cast-in-Place Concrete</u></b>			
24				
25	Floor Patching	6,439 SF	\$1.50	\$9,659
26				
27	<b>Cast-in-Place Concrete Total:</b>			<b>\$9,659</b>
28				
29	<b>Division 3 Concrete Total:</b>			<b>\$9,659</b>
30				
31	<b><u>Division 5 Metals</u></b>			
32				
33	<b><u>Structural Steel Framing</u></b>			
34				
35	Furnish and Install Catwalk at Mezzanine Level	1 ALLW	\$50,000.00	\$50,000
36	Furnish and Install 2nd Set of Stairs	1 ALLW	\$25,000.00	\$25,000
37				
38	<b>Structural Steel Framing Total:</b>			<b>\$75,000</b>
39				
40	<b><u>Metal Fabrications</u></b>			
41				
42	Misc. Fabrications - Place Holder	1 ALLW	\$25,000.00	\$25,000
43				
44	<b>Metal Fabrications Total:</b>			<b>\$25,000</b>
45				
46	<b>Division 5 Metals Total:</b>			<b>\$100,000</b>
47				

Project - PortSide New York / PIER 11

Client - PortSide - Carolina Salguero

Location - Red Hook, Booklyn NY

Date - 08/09/18

**Phase II Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
48	<b><u>Division 6 Wood, Plastic and Composites</u></b>			
49				
50	<b><u>Rough Carpentry</u></b>			
51				
52	Misc. Blockng	6,439 SF	\$1.50	\$9,659
53				
54	<b>Rough Carpentry Total:</b>			<b>\$9,659</b>
55				
66	<b><u>Plastic Fabrications</u></b>			
67				
68	Counter Tops for Wet Lab	1 ALLW	\$25,000.00	\$25,000
69				
70	<b>Plastic Fabrications Total:</b>			<b>\$25,000</b>
71				
72	<b>Division 6 Wood, Plastic and Composites Total:</b>			<b>\$34,659</b>
73				
74	<b><u>Division 7 Thermal and Moisture Protection</u></b>			
94				
95	<b><u>Roofing and Siding Panels</u></b>			
96				
97	<b><u>Metal Wall Panel System</u></b>			
98				
99	Translucent Exterior Wall Panel System Loading Dock and Parking Lot Elevations.	2,000 SF	\$45.00	\$90,000
100				
101	Metal Wall Panel System Total:			\$90,000
102				
103	<b>Roofing and Siding Panels Total:</b>			<b>\$90,000</b>
104				
105	<b><u>Firestopping, Sealant and Caulking</u></b>			
106				
107	Required by Code at All Wall and Ceiling Pennetrations	6,439 sf	\$1.90	\$12,234
108				
109	<b>Firestopping, Sealant and Caulking Total:</b>			<b>\$12,234</b>
110				
111	<b>Division 7 Thermal and Moisture Protection Total:</b>			<b>\$102,234</b>
112				
113	<b><u>Division 8 Openings</u></b>			
114				
115	<b><u>Doors Frames and Hardware</u></b>			
116				
117	Furnish and Install HM Metal Doors, Frames and Hardware	1 ALLW	\$4,200.00	\$4,200
118				
119	<b>Doors Frames and Hardware Total:</b>			<b>\$4,200</b>
120				
121	<b>Division 8 Openings Total:</b>			<b>\$4,200</b>
122				



**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Booklyn NY

Date - 08/09/18

**Phase II Cost Detail**

		<u>QUANTITY</u>		<u>UNIT COST</u>	<u>TOTAL COST</u>
123	<b><u>Division 9 Finishes</u></b>				
124					
125	<b><u>Plaster and Gypsum Board Assemblies</u></b>				
126					
127	<b><u>Drywall Partitions</u></b>				
128					
129	Furnish and Install Gyp-Board Partitions per Schedule 2"x4"x10' Tape and Float Ready for Paint	5,000	SF	\$16.50	\$82,500
130					
131	Drywall Partitions Total:				\$82,500
132					
133	<b>Plaster and Gypsum Board Assemblies Total:</b>				<b>\$82,500</b>
134					
135	<b><u>Painting and Coatings</u></b>				
136					
137	Paint New Gyp-Board Partitions 2 Cts. Acrylic Egg Shell Finish	5,000	SF	\$1.35	\$6,750
138					
139	<b>Painting and Coatings Total:</b>				<b>\$6,750</b>
140					
141	<b>Division 9 Finishes Total:</b>				<b>\$89,250</b>

## Assumptions

<u>Space Allocation/FFEE</u>	<u>Square Feet</u>
Offices/Library	500
Classroom	694
Carpentry Shop	600
Flex/Event/Exhibit Space <sup>1,2</sup>	3,190
Wet Lab	300
Storage	400
Circulation, Bathrooms, Reception, etc.	<u>755</u>
Sub-Total	6,439

<sup>1</sup> Includes Exhibits Square Feet (movable displays) 1,200

<sup>2</sup> Includes Shop Square Feet (movable displays) 400

Benefits as a Percent of Salary 25%

### Pre-Development Services Costs

Phase I Development Schedule : 2.0 years from now  
 Phase II Development Schedule : 1.5 years

### Fundraising

Capital Campaign		
Phase I	\$ 912,236	\$ 1,100,000
Phase II	\$ 499,389	\$ 600,000
Consulting Fees	10%	
<b>TARGET - Capital</b>	<b>\$ 2,000,000</b>	

	Phase I Stable	Phase II Stable
Annual Operating Needs	\$ 468,956	\$ 511,190
<b>TARGET - Annual</b>	<b>\$ 500,000</b>	<b>\$ 600,000</b>

<u>Annual Costs of Fundraising</u>	<u>Capital</u>	<u>Annual</u>
Printing and Mailing	\$ 10,000	see budget
Special Events	25,000	
Miscellaneous	<u>10,000</u>	
	\$ 45,000	

### Operating Revenues

#### Location Fees

Film Shoots	\$ 10,000	per day
Shooting Days per Year	8	days
Editorial Shoots	\$ 250	per day
Shooting Days per Year	8	days

#### Event Rentals

Weddings and Private Parties	\$ 15,000	per day
Event Rentals per Year	15	days
Not-for-Profits and Partners	\$ 5,000	per day
Event Rentals per Year	5	days
Community Events (Fee Only)	250	per day
Event Rentals per Year	10	days

### Productions and Performances

PortSide Produced Events/Year	25
Average Ticket Sales	100
Net Profit per Ticket	\$ 2.50
Outside Events	16
Average Ticket Sales	150
Fee per Ticket	\$ 4.50

### Mary Whalen/Center Tours

Public Tours	
Annual Tour Days	75
Average Through-Put per Day	50
Average Voluntary Contribution	\$ 5.00
Private Tours	
Annual Tour Days	12
Average Fee	\$ 75
Average Size	25
Average Voluntary Contribution	\$ 2.50

### Store

Per Visitor Museum Store Sales	\$ 3.00
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### Operating Expenses (Non-Staff)

#### Building Expenses

Utilities	\$ 1.85	per square foot
Maintenance	\$ 0.50	per square foot
Security	\$ 1.25	per square foot
Insurance	\$ 20,000	per year

#### Administration

Equipment and Supplies	\$ 2,500	per person
Telephone	\$ 500	per person per year
Internet/Web Hosting	\$ 6,000	per year

#### Cost of Goods Sold

40%

#### Volunteer Appreciation

\$ 7,500 per year allowance

### Programming and Outreach

Outside Providers	
Rocking the Boat	\$ 22,000 proposed fee for services
African American Maritime	\$ 10,000 proposed fee for services
PR Consultants	\$ 10,000 proposed fee for services
Materials	\$ 25,000 allowance
Printing, Promotion and Galas	\$ 30,000 allowance
Acquisitions	\$ 10,000 allowance

### Contingency

7.5%

### Performance Factors

Ramp Up Year Discount	35.0%
Phase I Construction Revenue Hit	50.0%
Phase II Construction Revenue Hit	25.0%
Post Phase II Revenue Improvement	15.0%

PortSide NewYork at PIER 11  
Assumptions

Space Allocation/FFEE	Square Feet
Offices/Library	500
Classroom	694
Carpentary Shop	600
Flex/Event/Exhibit Space <sup>1,2</sup>	3,190
Wet Lab	300
Storage	400
Circulation, Bathrooms, Reception, etc.	755
Sub-Total	6,439
<sup>1</sup> Includes Exhibits Square Feet (movable displays)	1,200
<sup>2</sup> Includes Shop Square Feet (movable displays)	400

Benefits as a Percent of Salary 25%

Pre-Dedevlopment Services Costs

Phase I Development Schedule : 2.0 years from now  
 Phase II Development Schedule : 1.5 years

Fundraising

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	Phase I Stable	Phase II Stable
Annual Operating Needs	\$ 468,956	\$ 511,190
<b>TARGET - Annual</b>	\$ 500,000	\$ 600,000

Annual Costs of Fundraising	Capital	Annual
Printing and Mailing	\$ 10,000	see budget
Special Events	25,000	
Miscellaneous	10,000	
	\$ 45,000	

Operating Revenues

<b>Location Fees</b>		
Film Shoots	\$ 10,000	per day
Shooting Days per Year		8 days
Editorial Shoots	\$ 250	per day
Shooting Days per Year		8 days

<b>Event Rentals</b>		
Weddings and Private Parties	\$ 15,000	per day
Event Rentals per Year		15 days
Not-for-Profits and Partners	\$ 5,000	per day
Event Rentals per Year		5 days
Community Events (Fee Only)	250	per day
Event Rentals per Year		10 days

Productions and Performances

PortSide Produced Events/Year	25
Average Ticket Sales	100
Net Profit per Ticket	\$ 2.50
Outside Events	16
Average Ticket Sales	150
Fee per Ticket	\$ 4.50

Mary Whalen/Center Tours

<b>Public Tours</b>		
Annual Tour Days	75	
Average Through-Put per Day	50	
Average Voluntary Contribution	\$ 5.00	
<b>Private Tours</b>		
Annual Tour Days	12	
Average Fee	\$ 75	
Average Size	25	
Average Voluntary Contribution	\$ 2.50	

**Store**

Per Visitor Musuem Store Sales	\$ 3.00
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Operating Expenses (Non-Staff)

<b>Building Expenses</b>		
Utilities	\$ 1.85	per square foot
Maintenance	\$ 0.50	per square foot
Security	\$ 1.25	per square foot
Insurance	\$ 20,000	per year

<b>Administration</b>		
Equipment and Supplies	\$ 2,500	per person
Telephone	\$ 500	per person per year
Internet/Web Hosting	\$ 6,000	per year

<b>Cost of Goods Sold</b>	40%
<b>Volunteer Appreciation</b>	\$ 7,500 per year allowance

Programming and Outreach

<b>Outside Providers</b>		
Rocking the Boat	\$ 22,000	proposed fee for services
African American Maritime	\$ 10,000	proposed fee for services
PR Consultants	\$ 10,000	proposed fee for services
Materials	\$ 25,000	allowance
Printing, Promotion and Galas	\$ 30,000	allowance
Acquisitions	\$ 10,000	allowance

**Contingency** 7.5%

<b>Performance Factors</b>		
Ramp Up Year Discount	35.0%	
Phase I Construction Revenue Hit	50.0%	
Phase II Construction Revenue Hit	25.0%	
Post Phase II Revenue Improvement	15.0%	

## Capital Costs

	Cheap and Cheerful Phase I	Upgraded Experience Phase II	Total	Cost per Gross Square Foot	
				Phase I	Phase II
<b>Building Construction Costs<sup>1</sup></b>					
General Requirements	\$ 8,930	\$ 8,950	\$ 17,880	\$ 1.39	\$ 1.39
Existing Conditions	106,263	4,829	111,092	\$ 16.50	\$ 0.75
Concrete	9,915	9,659	19,574	\$ 1.54	\$ 1.50
Masonry	15,250	-	15,250	\$ 2.37	\$ -
Metals	24,000	100,000	124,000	\$ 3.73	\$ 15.53
Wood, Plastic and Composites	39,915	34,659	74,574	\$ 6.20	\$ 5.38
Thermal and Moisture Protection	27,483	102,234	129,717	\$ 4.27	\$ 15.88
Openings	91,500	4,200	95,700	\$ 14.21	\$ 0.65
Finishes	192,792	89,250	282,042	\$ 29.94	\$ 13.86
Specialties	15,500	-	15,500	\$ 2.41	\$ -
Plumbing	15,500	-	15,500	\$ 2.41	\$ -
Mechanical	15,000	-	15,000	\$ 2.33	\$ -
Electrical	66,171	-	66,171	\$ 10.28	\$ -
Sub-Total	\$ 628,219	\$ 353,781	\$ 982,000	\$ 97.56	\$ 54.94
Insurance, Fees, Contingency, Bonds, Phasing Premium and Escalation	\$ 204,844	\$ 115,358	\$ 320,202	\$ 31.81	\$ 17.92
<b>TOTAL - Building Construction</b>	<b>\$ 833,063</b>	<b>\$ 469,139</b>	<b>\$ 1,302,202</b>	<b>\$ 129.38</b>	<b>\$ 72.86</b>
<b>Furniture, Fixtures, Equipment, Exhibits</b>					
General	\$ 7,975		\$ 7,975	\$ 1.24	\$ 4.70
Exhibit and Shop Areas	64,000		64,000	\$ 9.94	\$ -
Contingency	7,198		7,198	\$ 1.12	\$ 77.56
<b>TOTAL - Furniture, Fixtures, Equipment, Exhibits</b>	<b>\$ 79,173</b>	<b>\$ 30,250</b>	<b>\$ 109,423</b>	<b>\$ 12.30</b>	<b>\$ 4.70</b>
<b>GRAND TOTAL - CAPITAL IMPROVEMENTS</b>	<b>\$ 912,236</b>	<b>\$ 499,389</b>			

<sup>1</sup> Source: SKANSKA Project Cost Estimates

PortSide NewYork at PIER 11

# Staffing

	Phase I					Phase II				
	Positions	Salary	Wages	Benefits	Total Cost of Personnel	Positions	Salary	Wages	Benefits	Total Cost of Personnel
<b>Administration</b>										
Executive Director	1.0	\$ 60,000	\$ 60,000	\$ 15,000	\$ 75,000	1.0	\$ 60,000	\$ 60,000	\$ 15,000	\$ 75,000
Chief Operating Officer	1.0	\$ 50,000	50,000	12,500	62,500	1.0	\$ 50,000	50,000	12,500	62,500
Accountants/Bookkeepers	1.0	\$ 40,000	40,000	10,000	50,000	2.0	\$ 40,000	80,000	20,000	120,000
Development	2.0	\$ 45,000	90,000	22,500	135,000	2.0	\$ 45,000	90,000	22,500	135,000
Administrative Assistant	1.0	\$ 27,500	27,500	6,875	34,375	1.0	\$ 27,500	27,500	6,875	34,375
Volunteer Coordinator	1.0	\$ 27,500	27,500	6,875	34,375	1.0	\$ 27,500	27,500	6,875	34,375
<b>Programming</b>										
e-Museum/Culture Programs	1.0	\$ 35,000	35,000	8,750	43,750	2.0	\$ 35,000	70,000	17,500	105,000
Youth Education	1.0	\$ 30,000	30,000	7,500	37,500	1.0	\$ 30,000	30,000	7,500	37,500
Wet Lab Instruction	-	\$ 32,000	-	-	-	0.5	\$ 32,000	16,000	4,000	18,000
Waterfront Director	1.0	\$ 40,000	40,000	10,000	50,000	1.0	\$ 40,000	40,000	10,000	50,000
Boatbuilding	1.0	\$ 30,000	30,000	7,500	37,500	1.0	\$ 30,000	30,000	7,500	37,500
<b>Facilities</b>										
Janitor	0.5	\$ 25,000	12,500	3,125	14,063	0.5	\$ 25,000	12,500	3,125	14,063
Ship Restoration	1.0	\$ 27,500	27,500	6,875	34,375	1.0	\$ 27,500	27,500	6,875	34,375
	12.5		\$ 470,000	\$ 117,500	\$ 608,438	15.0		\$ 561,000	\$ 140,250	\$ 757,688

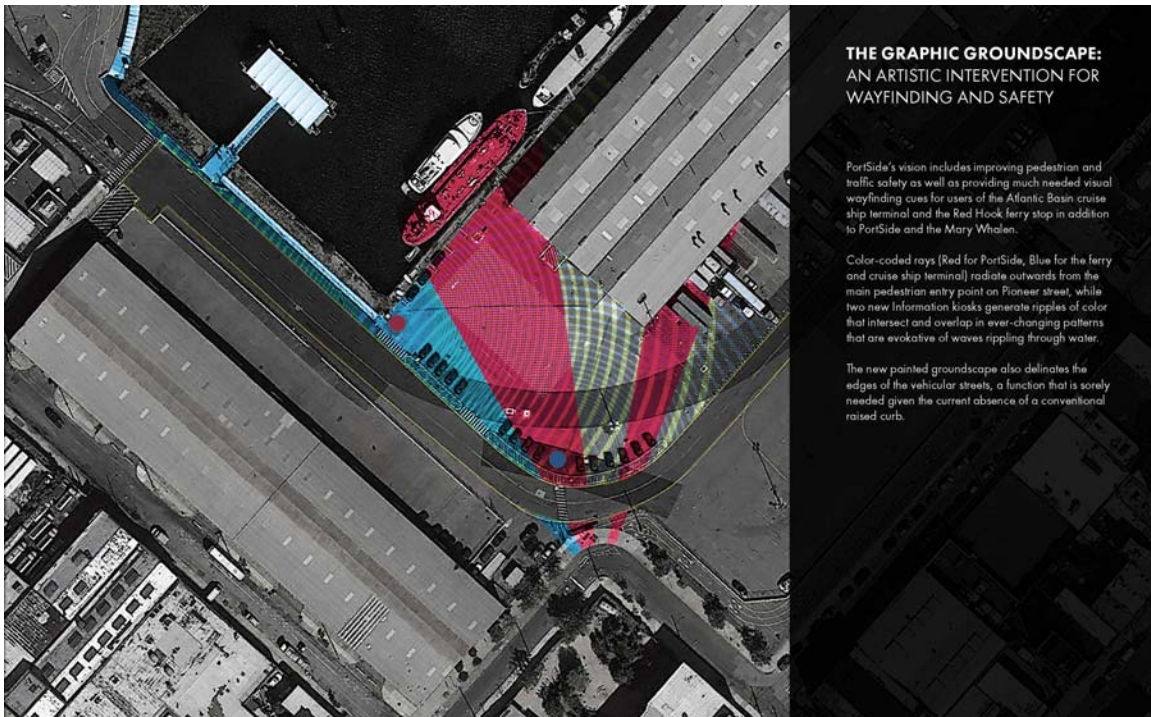
## Operating Revenues and Expenditures

REVENUES	Year by Year Implementation Performance (\$2018)				
	Fundraising	Phase I Construction	Post Phase I Operations	Phase II Construction	Post Phase II Operations
<b>Location Fees</b>					
Film Shoots	\$ 52,000	\$ 40,000	\$ 80,000	\$ 60,000	\$ 92,000
Editorial Shoots	\$ 1,300	\$ 1,000	2,000	\$ 1,500	\$ 2,000
<b>Event Rentals</b>					
Weddings and Private Parties	\$ 146,250	\$ 112,500	225,000	\$ 168,750	\$ 225,000
Not-for-Profits and Partners	\$ 16,250	\$ 12,500	25,000	\$ 18,750	\$ 25,000
Community Events (Fee Only)	\$ 1,625	\$ 1,250	2,500	\$ 1,875	\$ 2,500
<b>Productions and Performances</b>					
PortSide Produced Events/Year	\$ 4,063	\$ 3,125	6,250	\$ 4,688	\$ 6,250
Outside Events	\$ 7,020	\$ 5,400	10,800	\$ 8,100	\$ 10,800
<b>Mary Whalen/Center Tours</b>					
Public Tours	\$ 12,188	\$ 9,375	18,750	\$ 14,063	\$ 18,750
Private Tours	\$ 1,073	\$ 825	1,650	\$ 1,238	\$ 1,650
<b>Store (Tour Visitors Only)</b>	\$ -	\$ -	12,150	\$ 9,113	\$ 12,150
<b>Total Earned Revenues</b>	\$ 241,768	\$ 185,975	\$ 384,100	\$ 288,075	\$ 396,100
<b>EXPENDITURES</b>					
<b>Personnel</b>					
Wages	470,000	470,000	470,000	561,000	561,000
Benefits	117,500	117,500	117,500	140,250	140,250
<b>Cost of Goods Sold</b>	-	-	4,860	3,645	4,860
<b>Building Expenses</b>					
Utilities	11,912	11,912	11,912	11,912	11,912
Maintenance	3,220	3,220	3,220	3,220	3,220
Security	8,049	8,049	8,049	8,049	8,049
Insurance	20,000	20,000	20,000	20,000	20,000
<b>Administration</b>					
Equipment and Supplies	31,250	31,250	31,250	31,250	31,250
Telephone	6,250	6,250	6,250	6,250	6,250
Internet/Web Hosting	6,000	6,000	6,000	6,000	6,000
<b>Volunteer Appreciation</b>	7,500	7,500	7,500	7,500	7,500
<b>Programming and Outreach</b>					
Outside Providers	-	-	-	-	-
Rocking the Boat	22,000	22,000	22,000	22,000	22,000
African American Maritime	10,000	10,000	10,000	10,000	10,000
PR Consultants	10,000	10,000	10,000	10,000	10,000
Materials	25,000	25,000	25,000	25,000	25,000
Printing, Promotion and Galas	30,000	30,000	30,000	30,000	30,000
Acquisitions	10,000	10,000	10,000	10,000	10,000
<b>Contingency</b>	59,151		59,516	-	-
<b>Total Operating Expenditures</b>	\$ 847,831	\$ 788,680	\$ 853,056	\$ 906,075	\$ 907,290
<b>Annual Operating Surplus/ Deficit Before Other Sources</b>	\$ (606,064)	\$ (602,705)	\$ (468,956)	\$ (618,000)	\$ (511,190)
<b>Planned Capital Investment</b>	\$ -	\$ 912,236	\$ -	\$ 499,389	\$ -
<b>Capital Campaign Costs</b>	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	
<b>Target Fundraising Annual</b>	\$ 500,000	\$ 500,000	\$ 500,000	\$ 550,000	\$ 600,000
<b>Target Fundraising Capital</b>	\$ 1,000,000	\$ 500,000	\$ 250,000	\$ 250,000	
<b>Overall Annual Surplus/Deficit</b>	\$ 848,936	\$ (559,941)	\$ 236,044	\$ (362,389)	\$ 88,810
<b>Cumulative Surplus /Deficit</b>	\$ 848,936	\$ 288,995	\$ 525,039	\$ 162,650	\$ 251,459



## Supplemental Partnership Proposal

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Proposed ground plane treatment, one of several suggestions to facilitate wayfinding, make Atlantic Basin more inviting and add interpretation of maritime elements. Info kiosks are at the blue and red dots.

The proposal adds to and builds on ideas already broached to several EDC staff, most recently Mike DeMeo.

As described in our related business plan for Pier 11 Shed space, the EDC has transformed the drab empty box of Atlantic Basin that we first programmed in 2008 into a place with the most diverse array of vessels of any location in the port of NY and NJ, a busy ferry terminal, an expanding cruise terminal and special events. However, there is nothing connecting these elements to tell this story, and several aspects of the site make even finding the elements confusing for all but the regulars. PortSide can tie these together; and as we argued in our business plan, to riff on Walt Whitman's poem "I Hear American Singing," we can sing the song of Atlantic Basin.

## **Here are the following site challenges:**

There is poor to no signage. This leads to lost people.

- ⊕ All sorts of people are often lost (BCT passengers and special event attendees, users of the NYC Ferry, visitors to PortSide.) Most perplexed are cabbies who are not regulars. We have received many calls from visitors whose cabbies refused to proceed past the industrial area at the north of the Pier 11 shed. Getting deliveries is challenging for tenants on the ships and in the shed. We are often redirecting delivery trucks and have given up trying to get deliveries to us and have them sent to a local retailer, which is an inconvenience to both parties.

The site language still says “industrial park where you don’t belong.”

- ⊕ There needs to be wayfinding and interventions to signal “come in” and it’s safe. Urban flaneurs will explore, but many people, especially people who feel marginalized, do not want to pass a chain link fence with “no trespassing signs” and barbed wire on top of it. Many women do not feel comfortable crossing the dark sea of asphalt from ferry dock to Pioneer Street at night. It feels like a lonely industrial area without enough eyes on the street to be safe. We know that transit is safe, but to many newcomers it is a twilight zone at night.
- ⊕ The benefits of a public-access industrial park are not being touted and deployed with this absence of interpretation as described above.

## **Challenges specific to PortSide**

Parking plan obscures our ship

- ⊕ The row of cars parallel to our ship means that one third of our ship cannot be seen, and it cannot be photographed. One parking place blocks the gate to the string piece opposite our ship! The combination of a row of cars alongside a 7’ fence with barbed wire on top suggests that our ship is not important (as it is not visually featured) and is a no-go zone. We battle trying to get people to realize that the MARY WHALEN is a public-access ship. Typical questions from the asphalt are “Is this a thing?” and “Are we allowed to go up there?”

Parking plan obscures doors and windows at the south end of the shed

- ⊕ We can’t use windows and doors with the current parking plan. That plan was executed in a rush by the Port Authority last year to clear the string piece before Formula E at that time there was no official tenant at the south end of the shed.

## **Challenges specific to boat tenants**

- ⊕ They have no shed space for storage, repair of small parts and operations. Boats of the size of the long-term tenants on this pier want an operations center next to the boat. Currently about four of the parking spaces at the south end of the pier 11 shed (blocking windows and doors we hope to use) are used by boat tenants for storage and repair facilities. One tenant has a welding shop in a truck and runs his shorepower cord down almost half the pier to reach his truck.



## Proposals:

Something already discussed with Mike DeMeo, head of EDC Cruise Terminals. Add wayfinding and interpretation that:

- ⊕ Helps people coming by land find the NYC Ferry better
- ⊕ Helps cruise terminal passengers find Red Hook retail and thus wifi. This helps them and Red Hook retail.
- ⊕ Helps NYC ferry passengers find Mary Whalen and our e-museum Red Hook WaterStories. That would be a sign on the ferry dock and other entry points to the Basin. NYC Ferry wants to increase ridership to here, this is one of their lowest performing stops. Such signage would help. Tell people about on-site attractions!
- ⊕ Interpretation that explains the maritime past and present of Atlantic Basin. This will highlight the EDC's activation the site and makes the place a living maritime museum

## Create a maritime ops support center for boat tenants

We propose that a portion of the shed, adjacent to PortSide's proposed space be devoted to supporting your ship tenants. Your operator of DockNYC told us that they wanted 500 square feet for a storage area for maintenance. Put this next to PortSide's space because:

- ⊕ This compliments and grows current PortSide informal role on the dock as concierge. We have an office here so we get package drop off for other boats.
- ⊕ This gives us the possibility to share shop space to mutual benefit.
- ⊕ This adjacency would help PortSide's pipeline to marine careers by putting the crew to working vessels right next to our space.

## Bold stroke interventions

We plan to add a supergraphic on south end of the shed to signal that we are here and that Atlantic Basin is open to the public. Less-privileged people feel uncertain about passing the chain link fence with "no trespassing signs" and barbed wire. The rendering below is from our 2007 RFP response.



Paint a “piazza” to the south of the Pier 11 shed along with pathways from corner of Pioneer and Conover pedestrian entrance to the NYC Ferry dock and Pier 12 cruise terminal and towards the Brooklyn Cruise Terminal. See the illustration at the top of this document. The graphic links inland and waterside Atlantic Basin. A color treatment of the asphalt, combines welcome mat with wayfinding and interpretation.

Additional PortSide elements are expansion of our exhibit banners on the fence (aka the Fence Museum) and Nature Center, see below.



### **Create a nature center in the weed patch astern of our ship**

Light interpretation of what is living there will turn a scraggly patch (which also signals “maybe unsafe industrial area”) into a feature. Add a nest cam for the Canada goose nest. PortSide proposes to create a small floating island called DuckNYC, so that goslings and ducklings are not devoured by predators from below. All this information will be shared in our e-museum Red Hook WaterStories.

# PortSide New York Programs

On and off

the historic tanker **MARY A. WHALEN**



# Programs off the historic tanker MARY A. WHALEN

Exhibit:

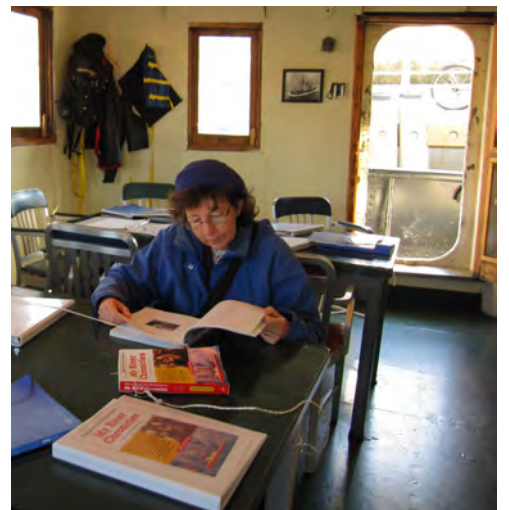
Storefront Pop-up museum, 2012



# Programs off the historic tanker MARY A. WHALEN



**Exhibit: “Mariners Response to 9/11”**  
Multimedia installation on historic ship LILAC in



**EDUCATION:**

**Hands-on STEM and CTE projects with visiting school groups**



Building a floating dock with students from overseas



Marine science (right) and monitoring oysters as part of the Billion Oyster Project (below)



**EDUCATION:**  
**Career and Technical Education Internships**

Williamsburg High School of Art and Design summer interns restoring the MARY A. WHALEN's woodwork.



**EDUCATION: school trips to the MARY A. WHALEN**





**1st Annual African American Maritime History Challenge - Red Hook 5th & 6th graders**



# Our African American Maritime History programming concurrent with AMISTAD visits



African American maritime exhibit and resource library.

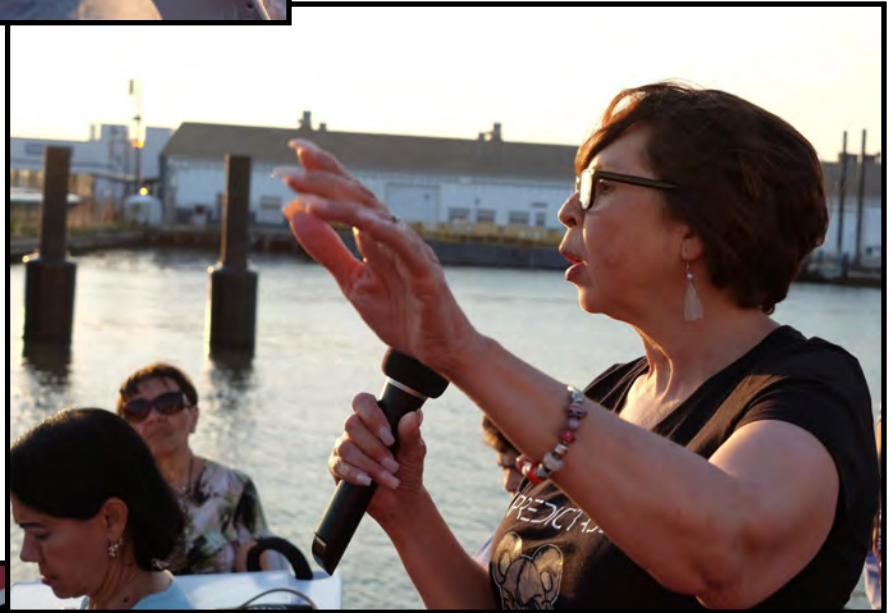


**Paul Cuffe (1759-1817)**

Paul Cuffe, the son of a freed slave and a Native American, went to sea as soon as he was old enough to leave home. During the American Revolution, he served on a privateer and often participated in running American supplies through British blockades. At the end of the war, he and his brother-in-law opened a shipyard. With his ships, he went on trading and whaling expeditions. By 1811, he was said to be the richest African American in the US and the largest employer of free African Americans. In 1839 he published *Narrative of the Life and Adventures of Paul Cuffe, a Pequot Indian: During Thirty Years Spent at Sea*



**Public Programs:**  
**Puerto Rican Red Hook WaterStories**



# Red Hook NYCHA Family Day



Cora Dance performance



# CULTURAL PROGRAMS

## TankerTalks



## TankerTunes



## TankerFlicks

## CULTURAL PROGRAMS

TankerOpera aboard the MARY A. WHALEN



Ship-inspired culture:  
scene from *The Red Hook*,  
a comic by Dean Haspiel



**Public Programing: Art**



TankerTime Art Table  
(above and left)

Mary Whalen's 80th  
birthday memorialized by  
the Urban Sketchers



# PortSide New York Programs aboard the historic tanker MARY A. WHALEN

## Tanker Tours



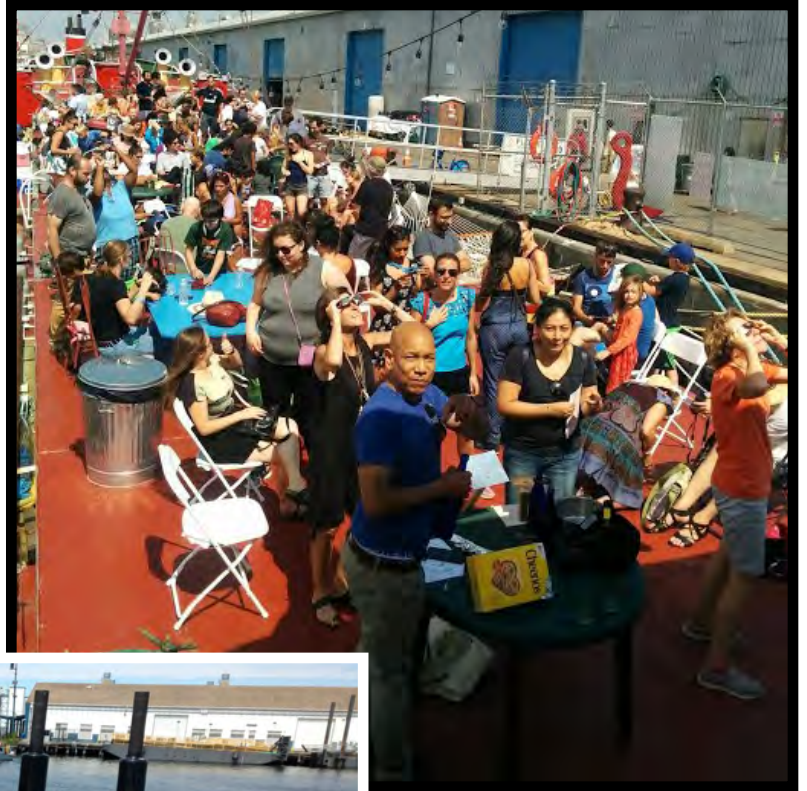


# PortSide New York Programs aboard the historic tanker MARY A. WHALEN

## TankerTime:

Free, public access to main deck.

TankerTime Eclipse viewing (R)



Visiting tots (L)

High School using deck for professional development meeting. (R)

Note proximity of new ferry dock.



**Second Sundays TankerTime with WaterStories of Wine Dark Sea Mediterranean music**



## PortSide New York maritime center

We hosted a mini floating shipyard for 6 months of 2017 during the repair of 100 year old ferry COMMANDER. A partner vessel LOUIS C, which is homeported on Pier 11, works in marine repair and is operated by Lehigh Maritime. The public and school groups visiting the MARY A. WHALEN could see the repair work up close.



Note the maritime activity surrounding us. A containerport is forward of us. A cruise ship terminal is to the east of us. Spring 2017, a two-slip ferry dock was built between us and that cruise terminal and started operation on June 1. Our pier has 7-10 vessels of 100+ feet LOA homeported here at any one time along with smaller craft.



## PortSide New York maritime center: Visiting Vessels and our own



The AMISTAD

We offer small boat experiences on our kayak and jonboat.

Partner vessel LOUIS C alongside the MARY below



**Visiting Vessels**

**The SEA DART II**



**Tugboat CORNEL**



**The LILAC**



**Dutch Flat Bottom Fleet**



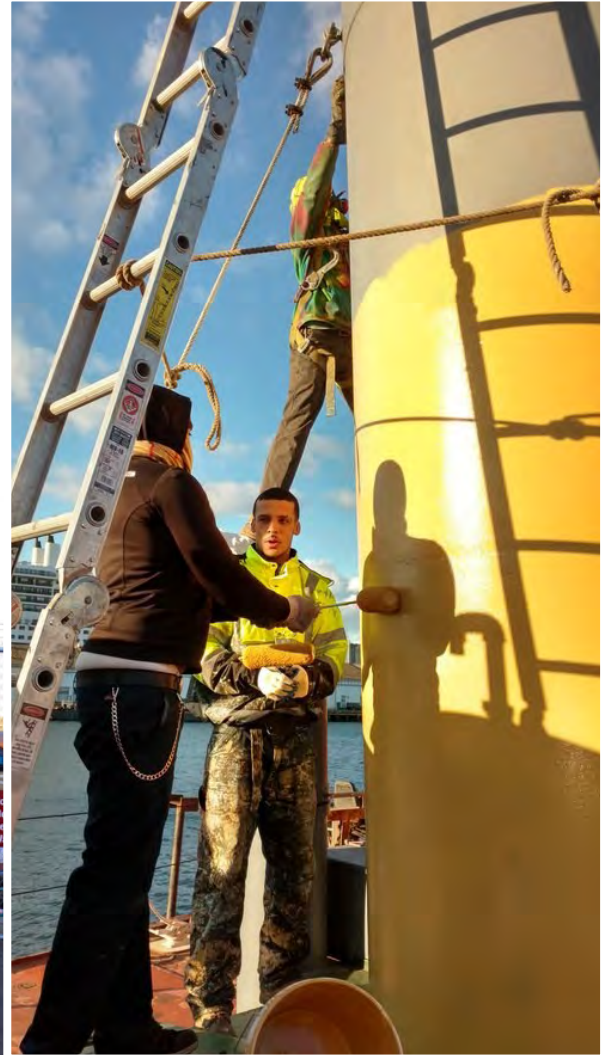
**The GAZELA**



**Historic Ship Parade  
for Cunard 175th year**



# Union District Council 9 Local 806 Apprentice Job Training on the Mary A. Whalen



SITE-WIDE SEARCH  SEARCH ITEMS ONLY

EXPLORE THE PAST | EXPLORE TODAY | WATERFRONT NOW | ABOUT

[Fullscreen Map](#) [Show Current Location](#)

A PROJECT BY [PORTSIDE NEWYORK](#)

Welcome to 400+ years of Red Hook! Inclusion is a theme in this e-museum that memorializes forgotten, overlooked and erased histories. It's a resource for locals, tourists, history buffs, urban-planners, educators, students, flaneurs. It tells NYC's maritime story in microcosm. Explore:

- our waterfront past & present
- contemporary Red Hook retail, arts, non-profits, schools, recreation, transit
- flood prep & resiliency info

Explore via menus, the search window, or interactive map. On the map, click the colored, numbered dots to expand multiple items in that location. Then, click on a pin to explore that item. Anchor icons mean sites of major importance. [More about this site](#)

**Click empty spot on map to activate it**

# Wet Lab *for* PortSide NewYork, July 2018

by Robert Segal, consultant, Wet Lab design

\$20,000-\$25,000 start-up estimate provided by Cathy Drew, Founder and ED of the River Project.

## **Abstract**

The Wet Lab offers discovery, demonstration, and interaction, where children and adults see and touch fish, oysters, mussels, crabs, and grasses of our local marine environment, from a living seawall to the shallows of our estuaries. Thirty guests or more watch demonstrations by staff and visiting presenters, with cameras and microscopes fed live onto overhead text and video displays. The Learning Wall is a bright and fascinating display of marine samples and sea creatures, where visitors explore marine biology, water quality, and environmental change.

## **Detailed Description:**

The Wet Lab at PortSide resides in a 20-foot-by-15-foot footprint, between a closet at the north end of the lab, and a public circulation area with an exit onto the loading dock, at the south end of the Lab.

The east wall of the Wet Lab is faced largely by a roll-up garage-style door comprised of translucent panels. If this garage door is to roll up into place across the majority of the Wet Lab ceiling, the present sprinkler fire suppression system must be lowered closer to the floor. If, on the other hand, the Wet Lab is to be a double-height space open to the mezzanine above, the garage-style door may rise vertically. The garage door may also possibly rise up along the exterior wall, on the loading dock side.

Opening the garage door allows school groups of perhaps thirty students to observe demonstrations by a staff member, teacher, or guest lecturer at the demo table (white). The students can observe from the two risers on the east side of the Wet Lab. A short riser allows small children to sit or kneel whilst watching demonstrations, whilst a higher riser allows audience members at the rear to see over the heads of those in front of them. Additional audience members may stand between the two risers. The taller riser rolls within the footprint of the room, telescoping over the lower riser for storage. When in use, the taller riser rolls out onto the loading dock.

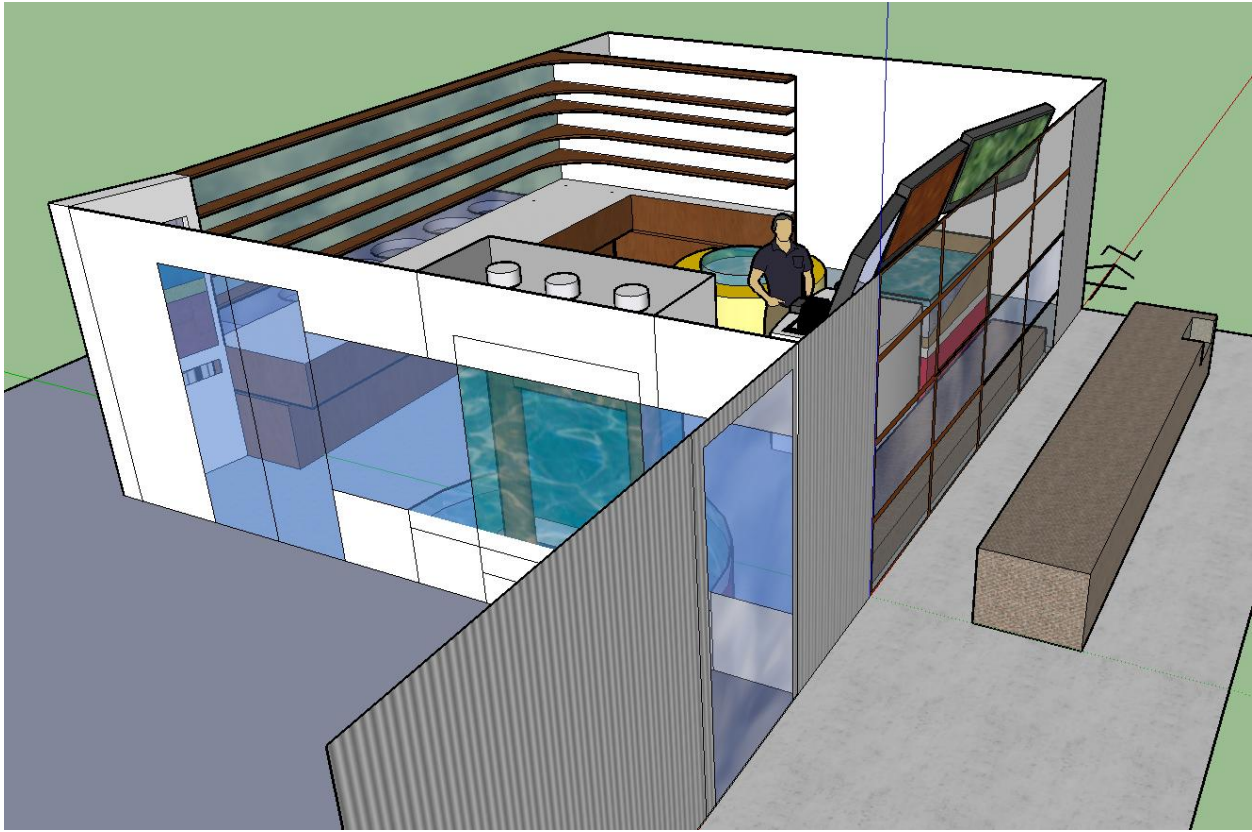






*Current exterior, seen from loading dock*





The audience area on the loading dock can be enclosed in poor weather by polycarbonate panels, forming what Carolina has previously referred to as the WeatherBox. (The WeatherBox is not shown in the accompanying illustrations.) We anticipate our intermittent use of the loading dock, but wish our designs to be entirely removable when other uses of the loading dock demand it.

The white demonstration stand holds a dissection microscope with a video feed to the 42" flat panel display above the stand. A second and third, similar video displays to either side of that one are for text and video. The three displays are suspended from a beam spanning the lab from north-to-south, at a height below the open position of the garage door. All three video displays pivot to be viewed either from within the room or by an audience on the loading dock risers.

At night, the translucent panels in the garage door allow rear projection of floor-to-ceiling, approximately fifteen-foot-wide imagery visible from beyond the property. The imagery projected would be undulatory and cheerful and evocative of the waterfront connections of the program, with the name "PORTSIDE" prominently featured at intervals.

The demonstration stand moves out of the way by telescoping over the shallow tank just north of the stand.

The shallow tank is about 18" square by 5 or 6 feet long, and will show aquatic life at the shoreline. The sandy bottom of the tank slopes upward to be above water level at the tank's north end. The margins are planted with *Spartina* grass or the like, with mussels and free-swimming fish, etc. inhabiting the tank. The tank is arranged so as to be well viewed either from within the room or from the audience positions extending out onto the loading dock. There is storage below the tank. The shallow tank is at a height visible to small children.

Prominently featured at the south end of the Wet Lab is a semi-circular touch tank, with low walls so as to be accessible to small children. Various sea creatures and plants will be placed in the touch tank for handling by visitors.

Rising from the center of the touch tank, against the south wall of the room, and extending up through the (full or partial) ceiling is the deep tank, holding larger fish and giving the point of view from below water along a seawall. Freestanding in the midst of the deep tank are pilings and cross-timbers evocative of man-made wooden support structures along the city waterfront. The deep tank is lit from above by metal halide lamps simulating sunlight filtering down into the water. The deep tank and the rest of the room are visible through a large window from the public circulation area south of the Wet Lab. It is very visually powerful to have tanks rise above the eye level of the viewer.

The exit door from the public circulation area is a glass door opening onto the loading dock, within the confines of the WeatherBox during poor weather. Entrance to the Wet Lab is through a lockable doorway into that public circulation area.

Within the middle area of the Wet Lab are tables at which students can participate in activities. The design of these tables remains open to future discussions.

The west wall of the Wet Lab is the Learning Wall. It is backed by a window looking out onto the hand washing station near the rest rooms. The hand washing station on the other side is brightly lit with lamps that also strongly illuminate the window. Within the Wet Lab, arrayed on the Learning Wall, are many rows of shelves holding an attractive and fascinating display of clear containers of various shapes and sizes, within which are specimens of sea organisms, aquariums, water with various degrees of pollutants, displays of the stages of biodegradation, and other brightly lit contents. Accommodation is made for the cleaning/dusting of the lit wall.

Along the base of the Learning Wall is a work counter for use by pairs of students. Mr. Russo anticipates 24" of counter to each pair of students. Below the work counter is storage.

Shelves and counter continue around the corner, northward, and along the north wall of the Wet Lab. Behind the north wall is a full-height storage closet for lab coats and other items. Size of the closet is to be determined by the space available considering placement of the men's WC.

## Makeup Seawater Scheme

- Our tanks, and the organisms in them, are small enough so as not to require a continuous, or "open" system of flow from Atlantic Basin. Instead, we would drain a portion of each tank at regular intervals and refill each tank with makeup water from the Basin.
- The wet lab is too far away from the seawall to suck water directly from the Basin using pumps at or near the wet lab. Pumps can't easily manage the necessary suction.
- We can run pipes under the pier-side roadway, and from there under the building's floor toward the wet lab, but PortSide does not have control over the west portion of the building between our facility (on the east side) and the seawall. This means we cannot be assured of a simple scheme to raise our seawater supply overhead in the west portion of the building, and then having it gravity feed from there to the wet lab on the east, as this would require a permanent arrangement with the occupants of the west side.
- As an alternative, we would to rely on a small cistern below our floor, near the wet lab, of perhaps a fifteen-gallon capacity. We would draw our makeup water from this small cistern.
- The cistern would be gravity-fed through a pipe draining an open-topped tank or barrel raised beside the seawall. This barrel would in-turn be filled by a supply pump drawing from the Atlantic Basin. When full, the barrel would overflow through an open drain back to the Basin.
- When full, the cistern would freely overflow through an open, gravity drain line back to the Basin, ensuring the supply pump could not inadvertently flood the wet-lab-end. To prevent flooding, the drain rate should be greater than the supply rate.
- The cistern would supply the volume from which a small distribution pump could raise seawater into distribution pipes going to the various tanks. The cistern capacity need not be larger than the amount that ensures the distribution pump does not run dry and lose priming. The distribution pump should sit at or below the level of the bottom of the cistern. To prevent the cistern's running dry during makeup operations, the distribution pump's discharge rate should be less than that of the seawall supply pump.
- To prevent "stale" makeup water, or the possible proliferation of unwanted microorganisms, when not in use the cistern ought be entirely drained (by gravity, ideally, back to the Atlantic Basin), as Ms. Drew notes.
- Also, at the commencement of each makeup cycle, the cistern should be filled to overflowing, and the distribution pump then run for a time sufficient to flush well the cistern, distribution pump, and the distribution piping within the wet lab.

## **Wet Lab Procurement List:**

### *FIXTURES:*

Room lighting  
Activity/demo/task lighting  
Tank lighting  
Aquaria & tanks (including pumps, filters, heaters, piping)  
Display containers  
Shelving  
Work counters  
Tables  
Seating (swing-out stools below Learning Wall counter)  
Closets/storage/shelving in closet  
Storage below learning Wall counter  
Demo stand  
Video display swiveling mounts in ceiling  
Risers for audience and tracks to move them  
Safety gear  
Seawater intake and distribution (pumps, PVC piping)  
Seawater drains and overflow  
Garage door to loading dock  
Windows to public circulation area (in south wall)

Window to hand wash station (behind Learning Wall)  
Floor treatment

### *EXHIBITED ORGANISMS AND OBJECTS:*

Tank organisms  
Learning Wall contents  
Aquaria organisms  
Aquarium environment (gravel, in-tank objects)

### *ACTIVITIES:*

Lab coats  
Dissecting trays  
Dissecting tools  
Clipboards  
Video microscope (at demo stand)  
Water testing lab equipment  
White board, eraser

### *CONSUMABLES:*

Aquaria supplies (chemicals, food, filtration, test kits)  
Water testing kits  
Paper & writing implements  
Dry-erase markers  
Gloves  
Hand wipes  
Paper towels  
Activity clean-up supplies

Room cleaning supplies  
Spill control

### *DESIGN:*

Signage & graphics (Braille)  
Paint, wall covering

### *ROOM MAINTENANCE:*

Room cleaning equipment (brooms, mops, buckets)

### *IT & ELECTRONICS:*

Display screens (three 42" flat-screen monitors)  
Computer to run text and graphics  
Computer projector  
Projection screen  
Microphones (wireless)  
Sound equipment  
Speakers  
Nighttime illumination/projection system (promotion)  
Camera, still/video

### *MEDIA CONTENT:*

Text files  
Video files  
Audio files  
Nighttime projections/promotion

Severn Clay-Youman, AIA, NCARB  
Principal  
**CIVIC ARCHITECTURE WORKSHOP**  
119 8th Street, Brooklyn NY 11215  
tel 917-501-7337

We have worked with Portside to develop a scheme based on the footprint of the original Perkins +Will 'Up-to-Code' Study dated July 13, 2011. We have reviewed P+W's analysis and proposed plan dated October 12, 2010, and made modifications to that plan and the existing layout strategically to best suit Portside's mission and programming.

The U-shaped footprint offers several advantages - it puts the larger program space in close proximity to the Mary Whalen, and it provides two at-grade overhead doors, contributing to a sense of welcome and openness during warm weather, views of the ship itself and providing vital operational access for the boatbuilding program. Having two roll up doors also creates cross-ventilation making the unconditioned warehouse space much more agreeable in summer heat.

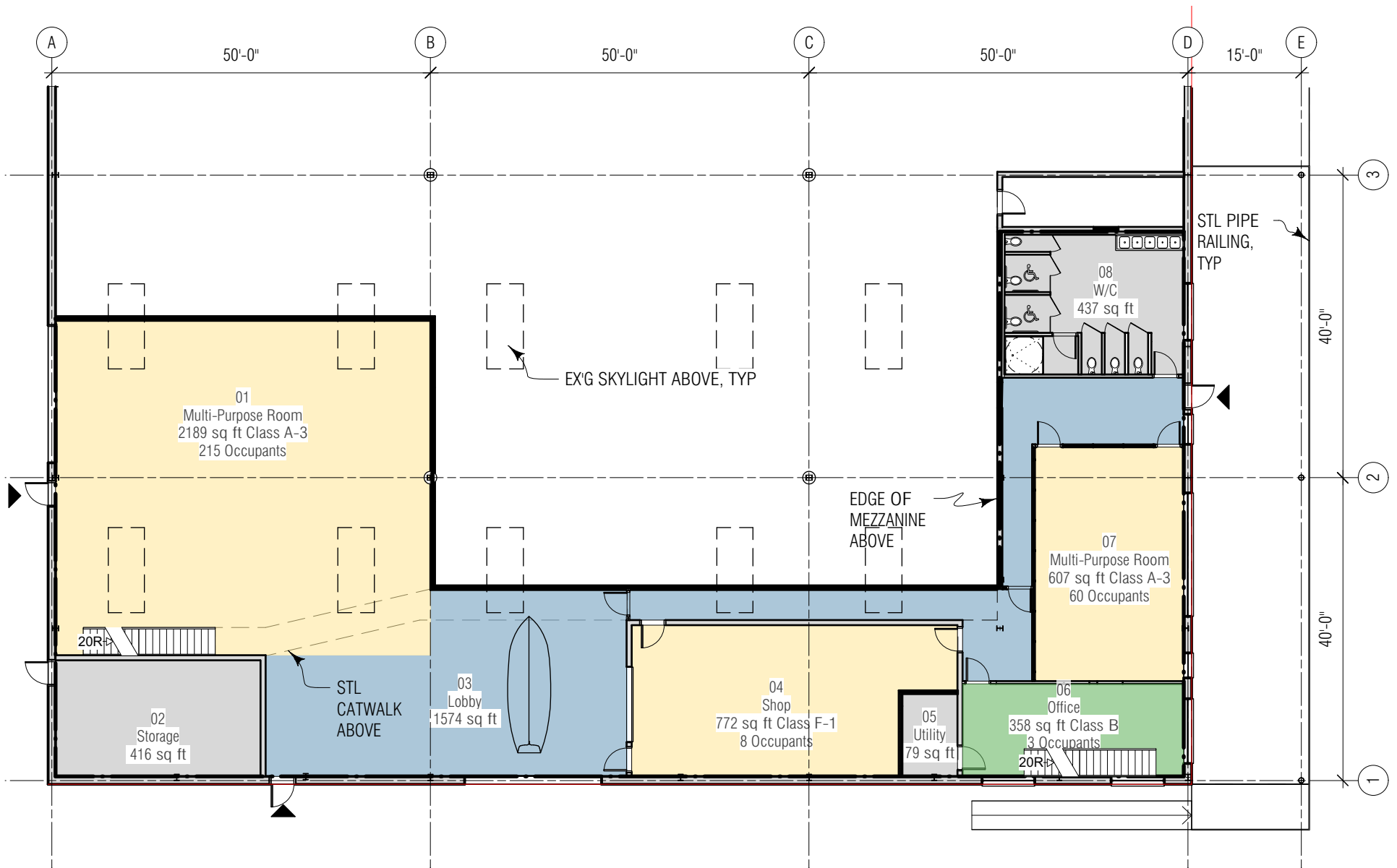
At the same time, this footprint presents an administrative challenge because of the distance between the staff offices and the large program space. We have added two sets of stairs to allow the PortSide staff to expand into the two existing mezzanines, freeing up additional space on the ground floor for accessible programming space. We are also proposing a catwalk linking the second set of stairs to the main staff mezzanine, creating a closer link and providing necessary egress for the enclosed second floor.

As PortSide's space needs exceed the footprint of the original Perkins +Will, we have plans to use the mezzanine atop the existing office suite for storage in Phase 1 and PortSide office and support space in Phase 2. Putting PortSide's offices on this mezzanine is also key feature to ensure that their offices are resilient from floods. The entire warehouse was deeply flooded during Sandy.

Another challenge presented by the existing warehouse space is environmental control during very hot and cold weather. We have grouped the offices, restrooms and a smaller program space around the larger mezzanine, allowing those spaces to be heated and cooled without conditioning the entire volume. Additional phases would include improving the envelope within this area to improve energy efficiency and comfort.

As a place of public programming, accessibility is very important to the design. With the existing at-grade entrances and a new handicapped ramp to the Loading Dock, all of the public spaces become ADA compliant. Future phasing would include an elevator to make the second floor staff spaces accessible as well.

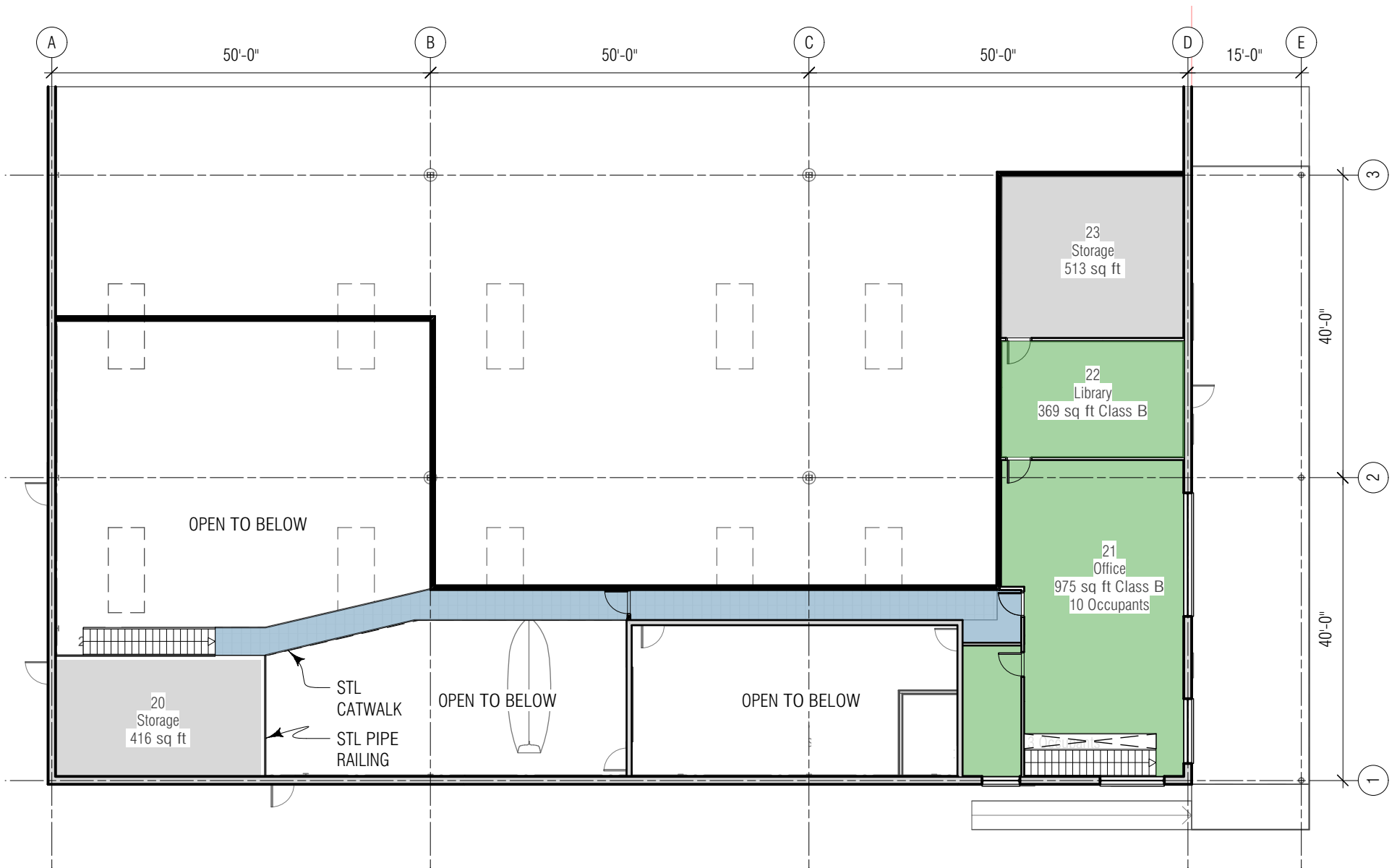
We look forward to continuing to work with Portside and with AE Super Lab on this project going forward.



1 PORTSIDE PROPOSED GROUND FLOOR PLAN  
NTS

- PROGRAM
- STAFF
- SERVICE
- CIRCULATION

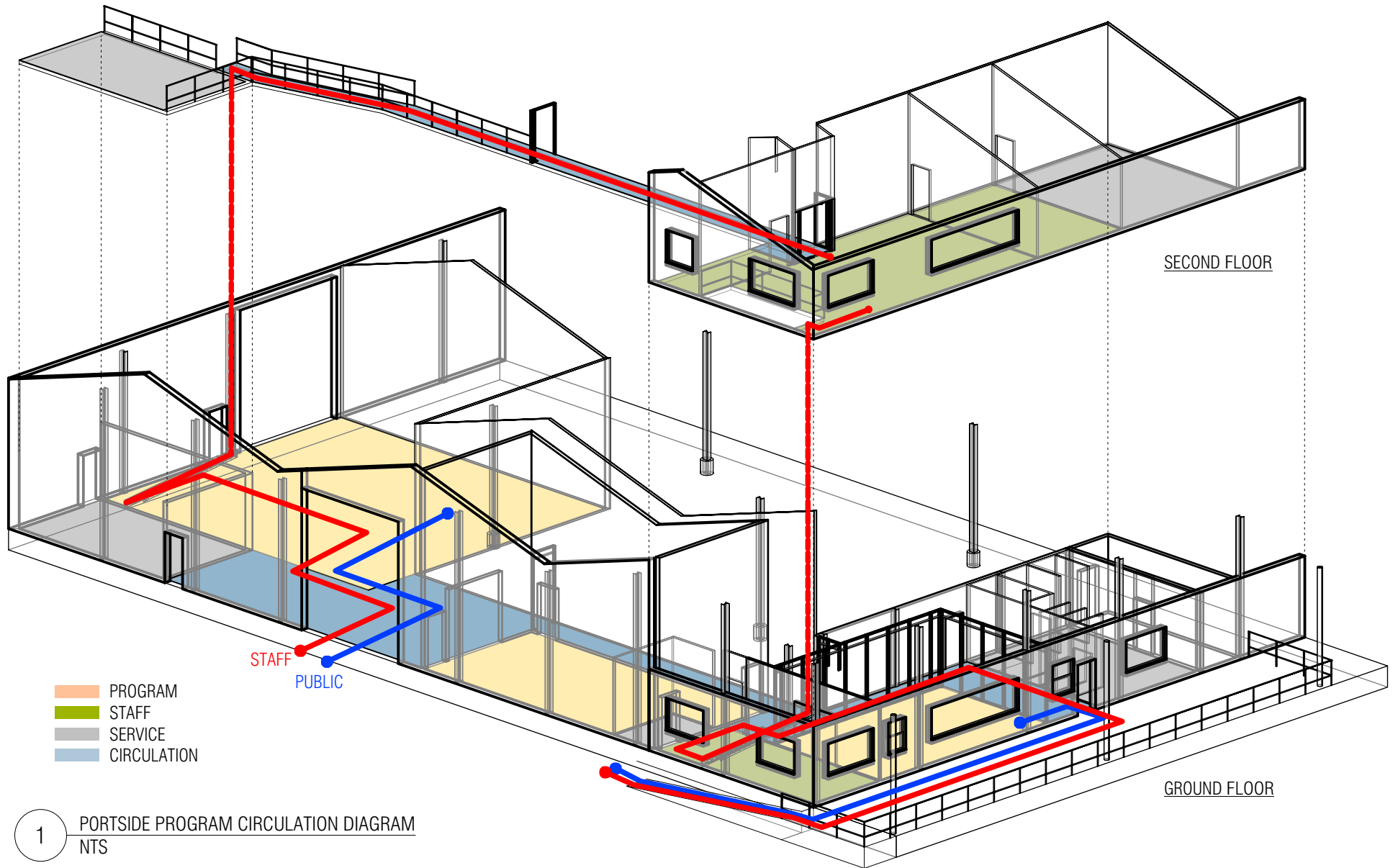




1 PORTSIDE PROPOSED SECOND FLOOR PLAN  
NTS

- PROGRAM
- STAFF
- SERVICE
- CIRCULATION

**C&AW**  
 CIVIC ARCHITECTURE WORKSHOP  
 119 84th ST # 204  
 BROOKLYN, NY 11216  
 TEL 917-501-7337  
 EMAIL SCLAY@CIVICARCHITECTUREWORKSHOP.COM



# PORTSIDE NEWYORK - ATLANTIC BASIN ALTERNATIVE SCHEME | **THE SQUARE** PRELIMINARY SCHEMATIC DESIGN STUDY 08.09.2018

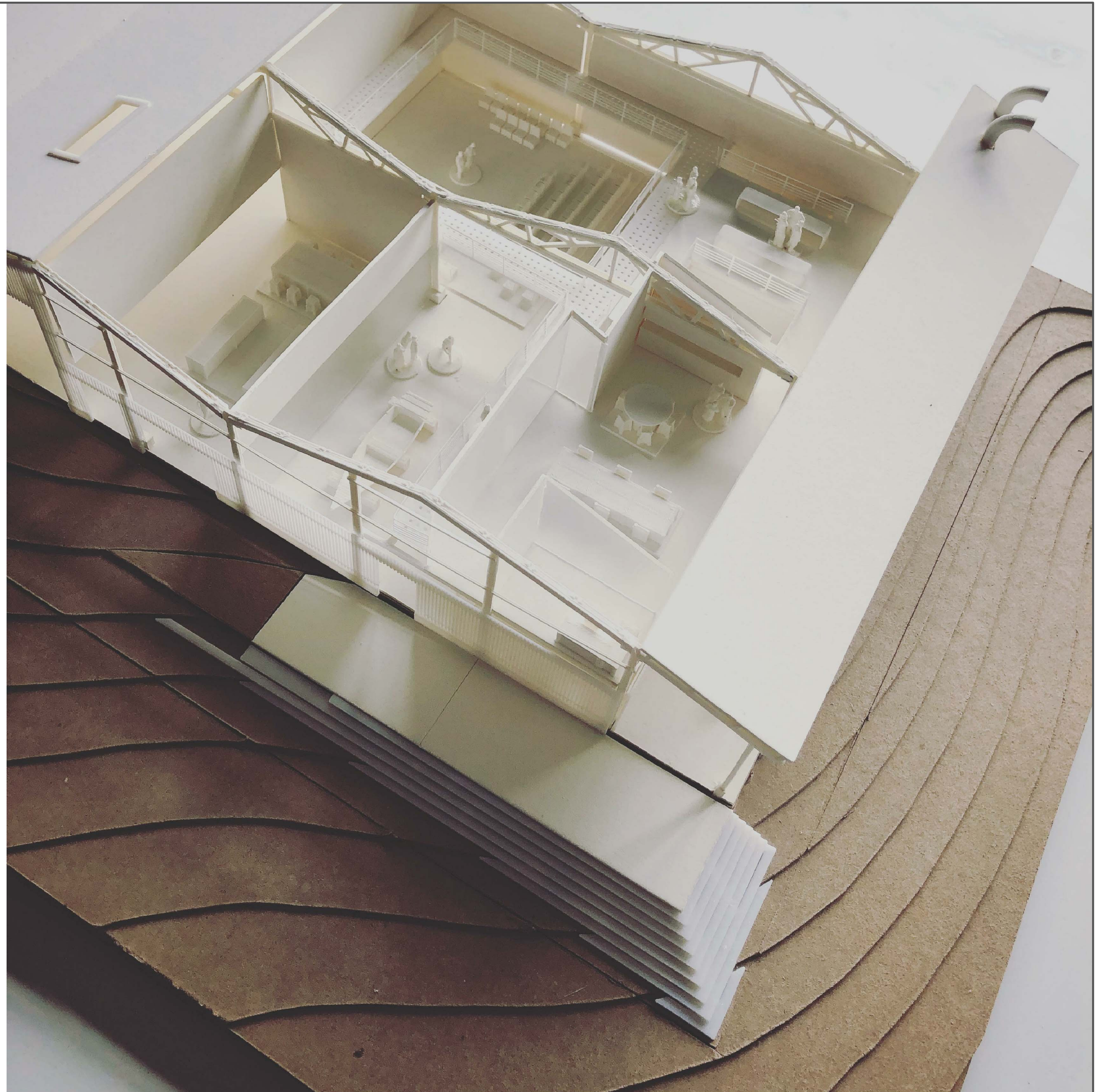
This alternative to the initial U-shaped layout was the first shape studied by the PortSide team. It assumes that PortSide's space will occupy the south/south-east corner of the building and proposes a two-phase construction process.

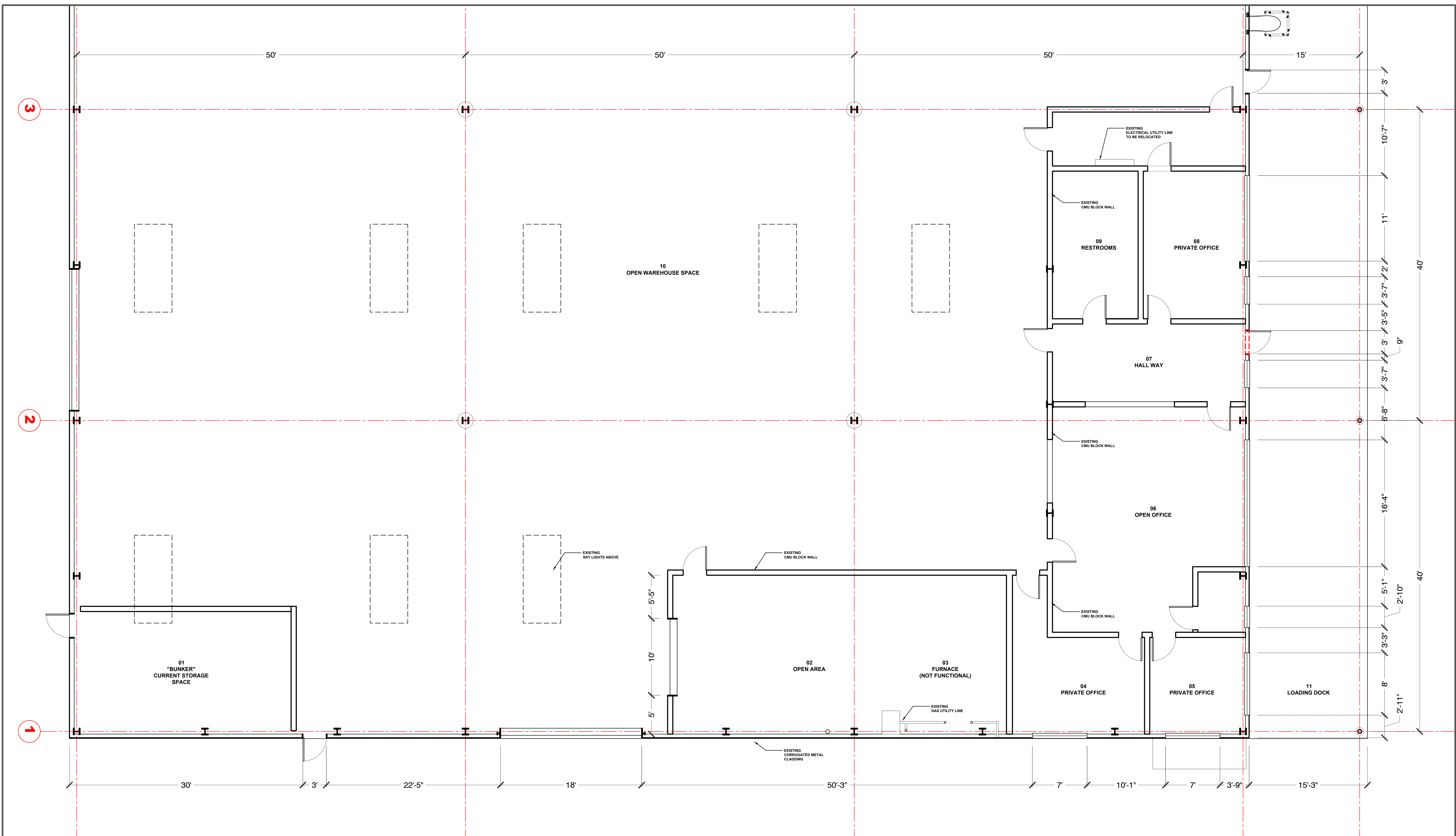
## Phase 1:

Is a limited, lower-cost, and expedited intervention that will allow PortSide to use some shed spaces immediately for programs, and move its administrative functions off the Mary Whalen, increasing program options on the ship. The primary renovation goals of Phase 1 are the cleaning and rehabilitation of the existing building, upgrading the bathroom facilities for the anticipated occupancies, and introducing access to the "mezzanine" area above the existing offices. The new mezzanine space adds much needed floorspace and is also "higher ground" to which sensitive equipment can be moved during a flood/high water event.

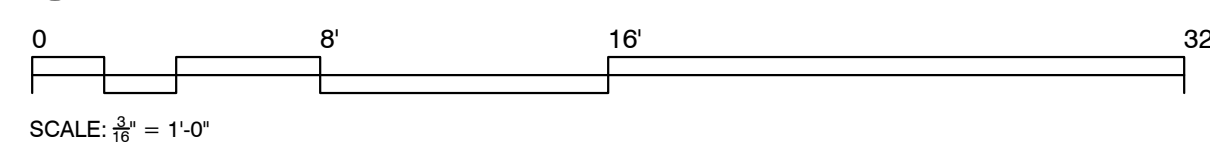
## Phase 2:

Builds upon the work performed in Phase 1 and introduces new dedicated program spaces including a boatbuilding shop, multi-use program space, and wet lab. It also puts PortSide offices on the mezzanine above the existing office suite which increases program space and makes PortSide offices resilient against floods. This phase also includes numerous improvements and interventions to the building envelope, including new skylights and a band of translucent polycarbonate paneling along the upper half of the building exterior to draw ample diffuse daylight into the program areas and emit light at night to telegraph that there is something of interest inside the shed, and make Atlantic Basin less forbidding for visitors to PortSide and users of NYC Ferry.





1 EXISTING PLAN | GROUND FLOOR



PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-100**

DRAWING TITLE:  
**FLOOR PLAN**


DRAWING DATE:  
**08.02.2018**

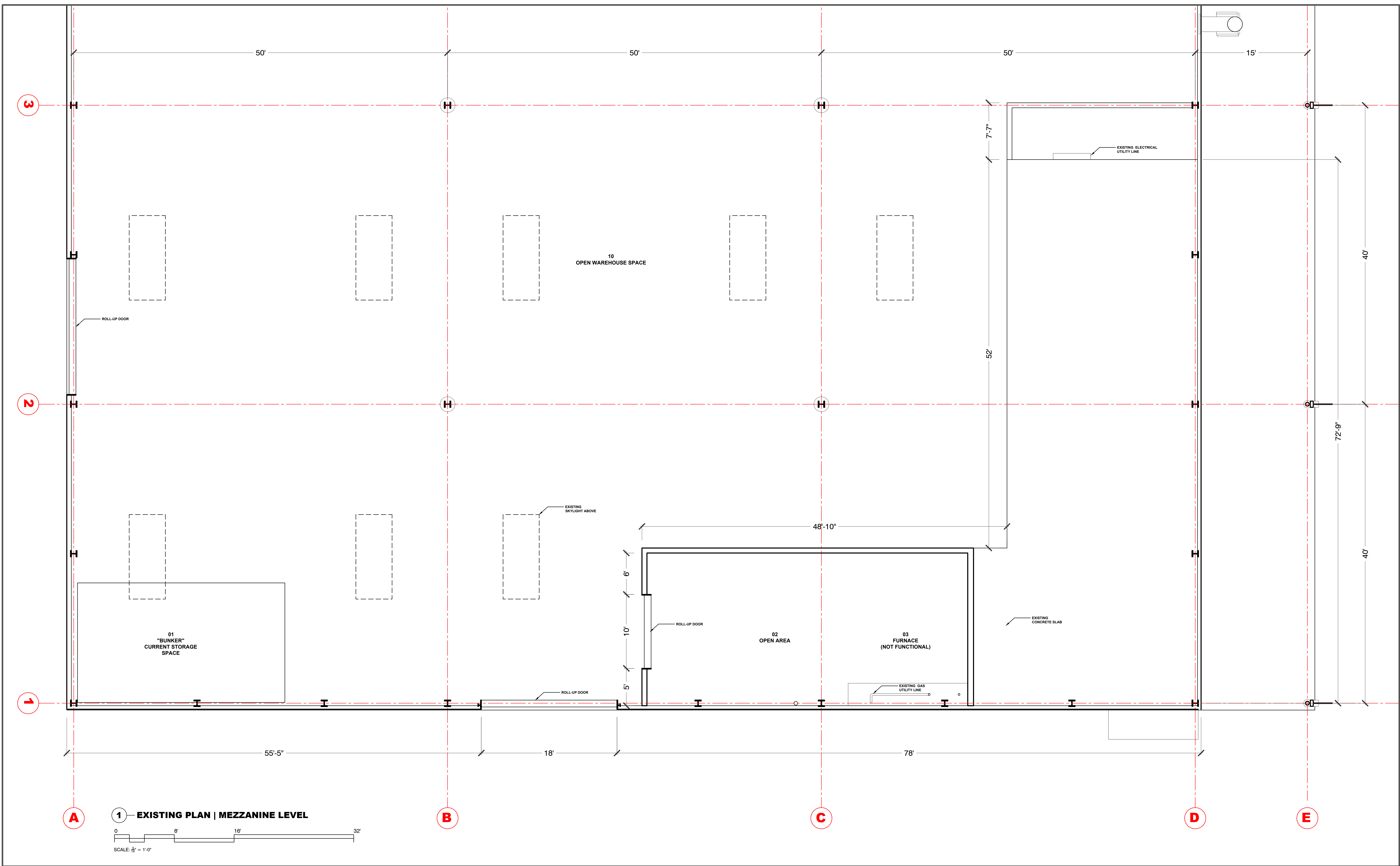
REVISION NUMBER:  
**01**

DRAWING SCALE:  
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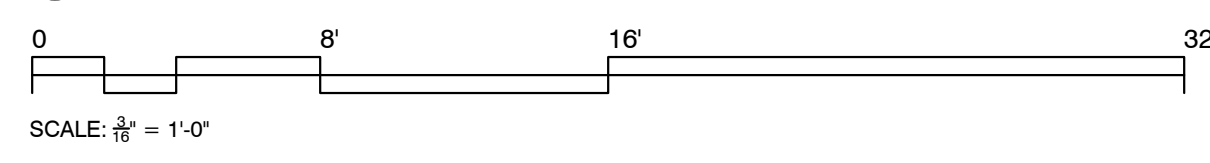


**NOT FOR CONSTRUCTION**

DESIGN:  **AE SUPERLAB.**



1 EXISTING PLAN | MEZZANINE LEVEL



PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-101**

DRAWING DATE:  
**08.02.2018**

DRAWING TITLE:  
**FLOOR PLAN**

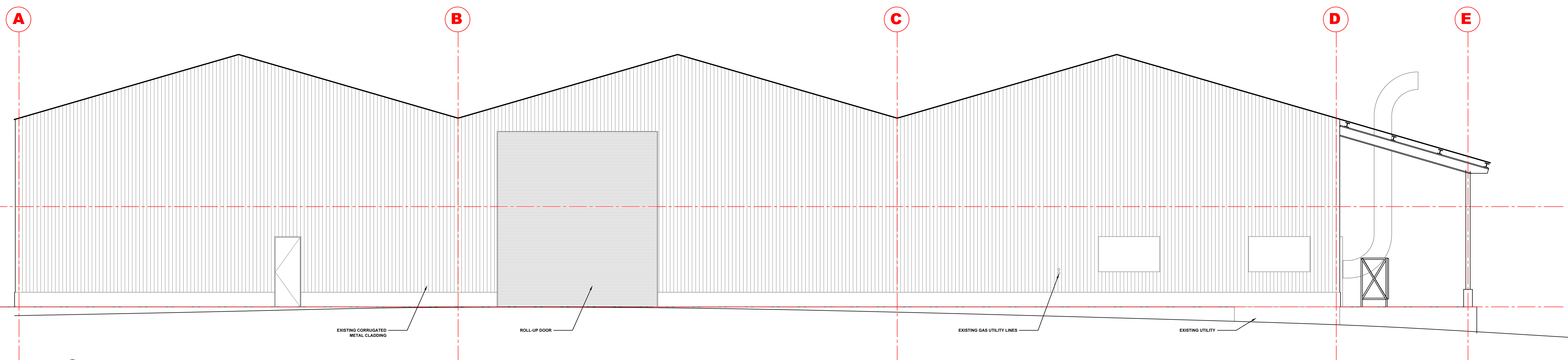
REVISION NUMBER:  
**01**

DRAWING SCALE:  
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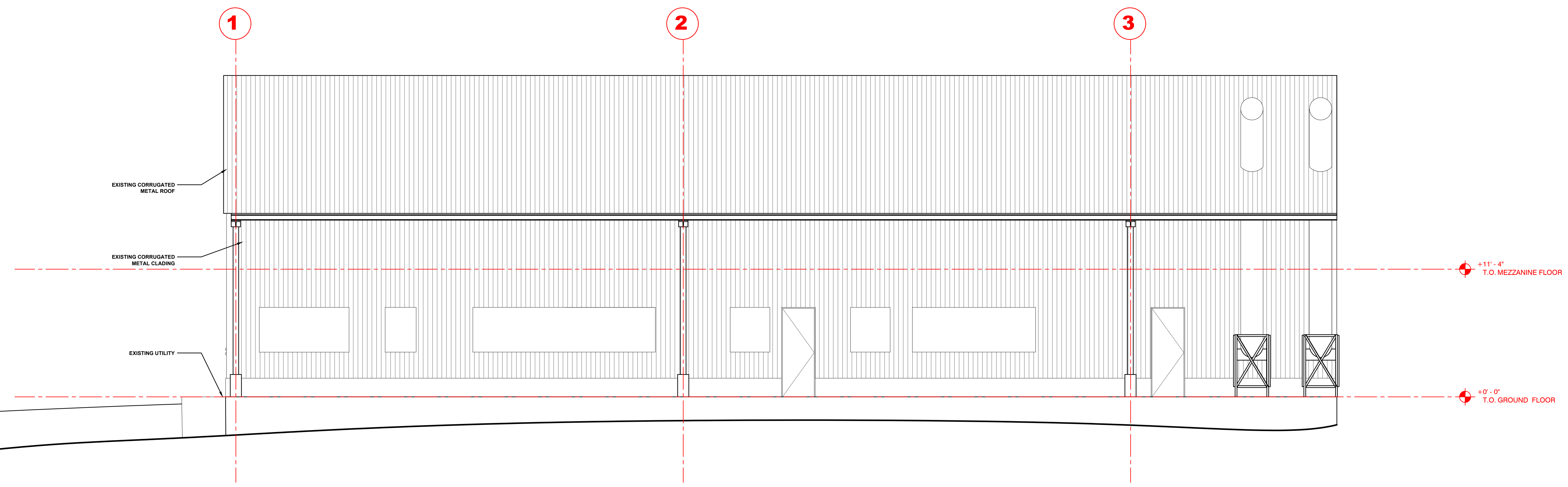
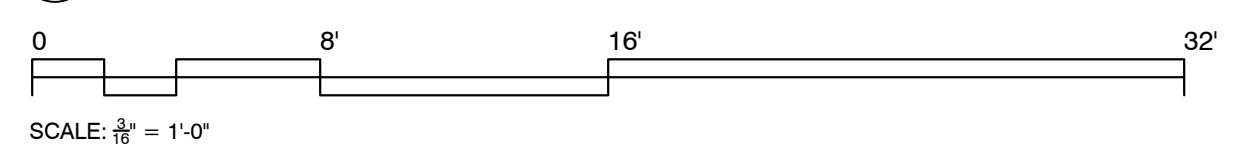


**NOT FOR CONSTRUCTION**

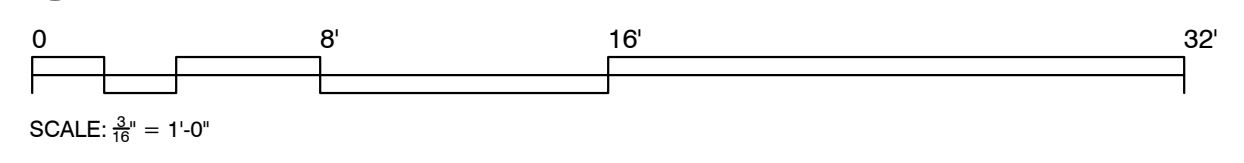
DESIGN:  **AE SUPERLAB.**



**1** — EXISTING SOUTH ELEVATION



**2** — EXISTING EAST ELEVATION



PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-102**

DRAWING TITLE:  
**ELEVATIONS**

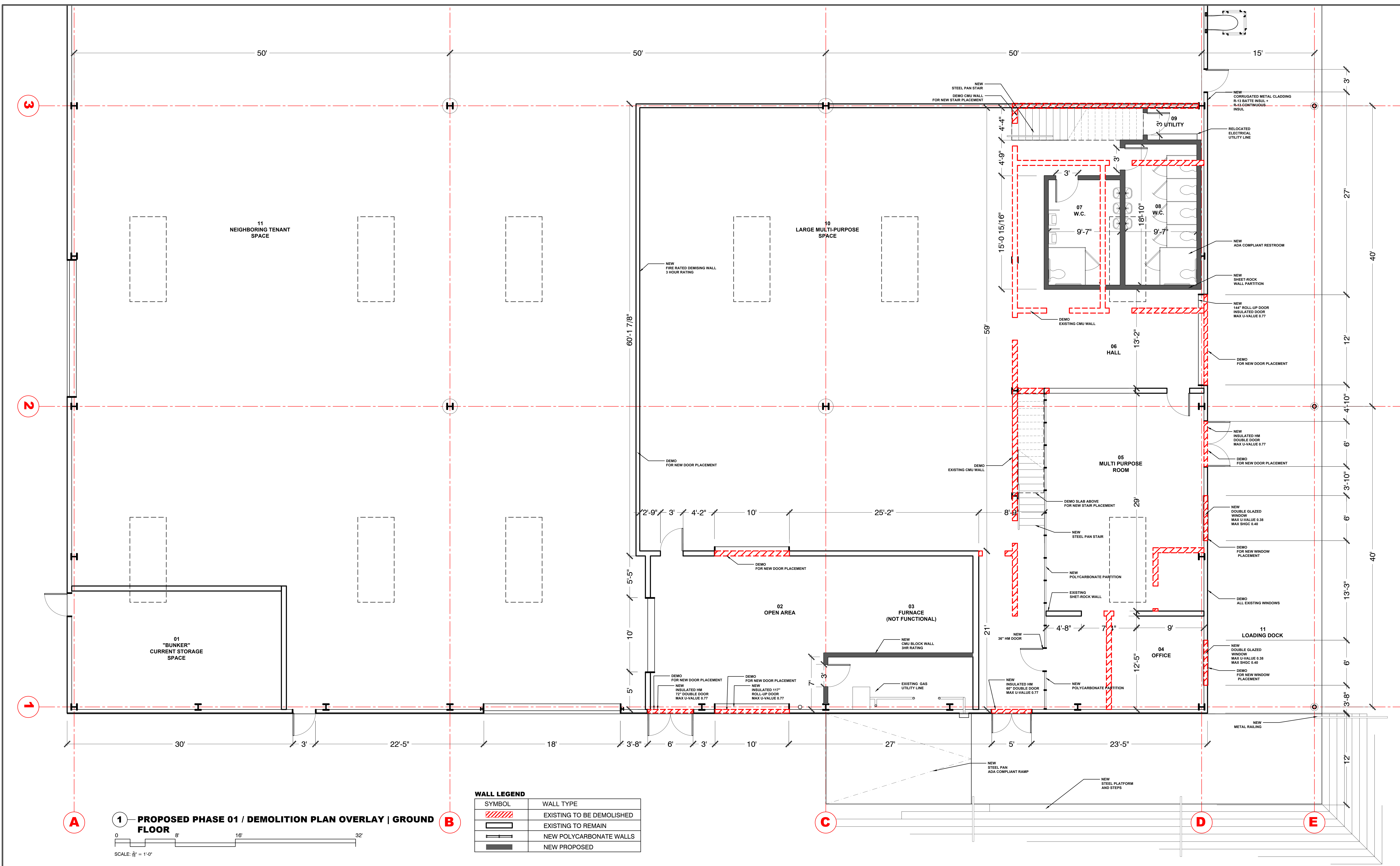
**NOT FOR CONSTRUCTION**

DESIGN: **AE SUPERLAB.**

DRAWING DATE:  
**08.02.2018**

REVISION NUMBER:  
**01**

DRAWING SCALE:  
**3/16" = 1' - 0"**



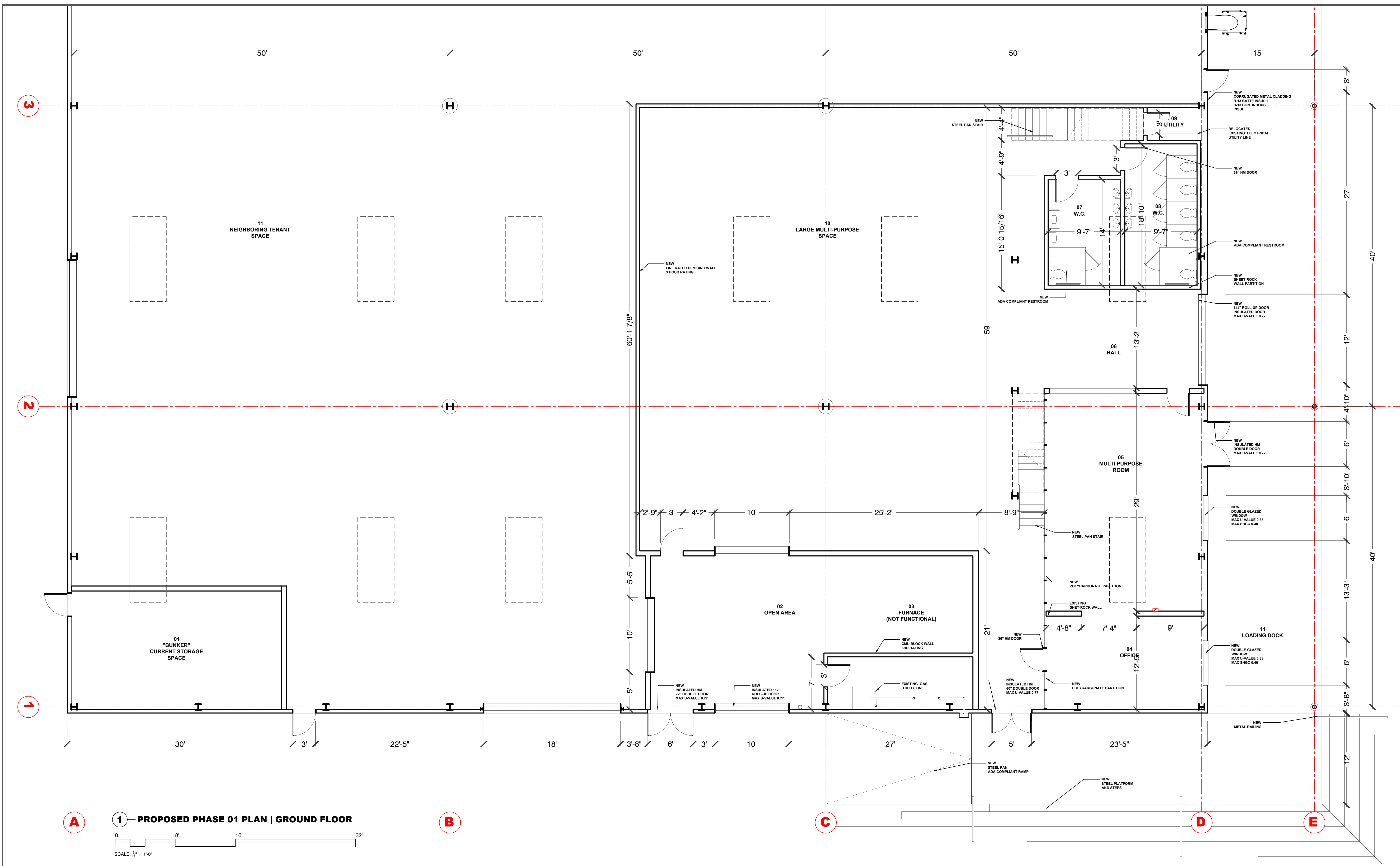
**1** PROPOSED PHASE 01 / DEMOLITION PLAN OVERLAY | GROUND FLOOR

SCALE: 3/16" = 1'-0"

WALL LEGEND	
SYMBOL	WALL TYPE
	EXISTING TO BE DEMOLISHED
	EXISTING TO REMAIN
	NEW POLYCARBONATE WALLS
	NEW PROPOSED



**NOT FOR CONSTRUCTION**



**1** PROPOSED PHASE 01 PLAN | GROUND FLOOR

0 8' 16' 32'

SCALE: 3/16" = 1'-0"

PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-104**

DRAWING TITLE:  
**FLOOR PLAN**

DRAWING DATE:  
**08.02.2018**

REVISION NUMBER:  
**01**

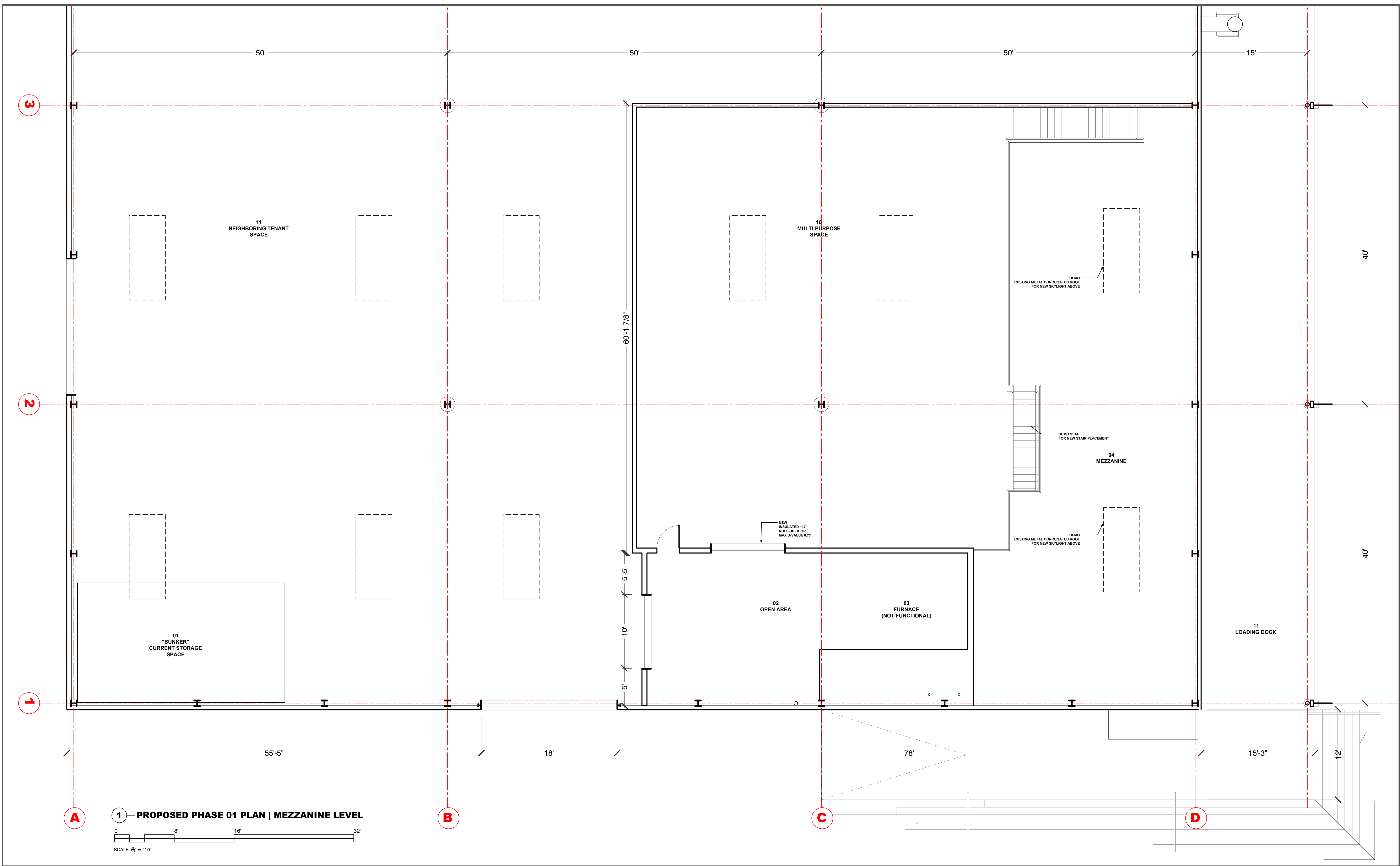
DRAWING SCALE:  
**3/16" = 1' - 0"**



**NOT FOR CONSTRUCTION**

DESIGN:  
**AE SUPERLAB.**





**1** PROPOSED PHASE 01 PLAN | MEZZANINE LEVEL

SCALE: 3/16" = 1'-0"

PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-105**

DRAWING DATE:  
**08.02.2018**

DRAWING TITLE:  
**FLOOR PLAN**

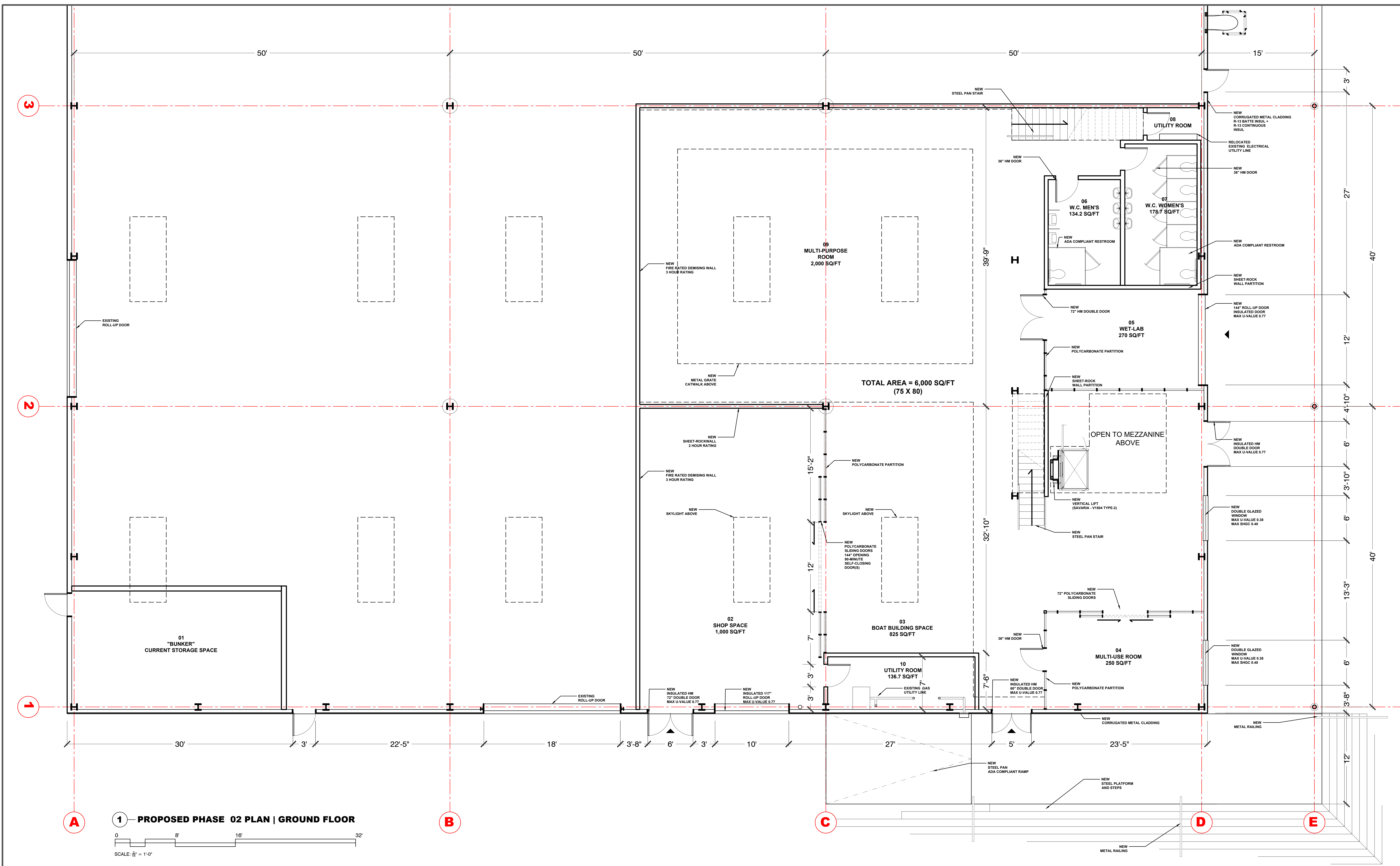
REVISION NUMBER:  
**01**

DRAWING SCALE:  
**3/16" = 1' - 0"**



**NOT FOR CONSTRUCTION**

DESIGN: **AE SUPERLAB.**



**1** PROPOSED PHASE 02 PLAN | GROUND FLOOR

SCALE: 1/16" = 1'-0"

PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-106**

DRAWING TITLE:  
**FLOOR PLAN**

DRAWING DATE:  
**08.02.2018**

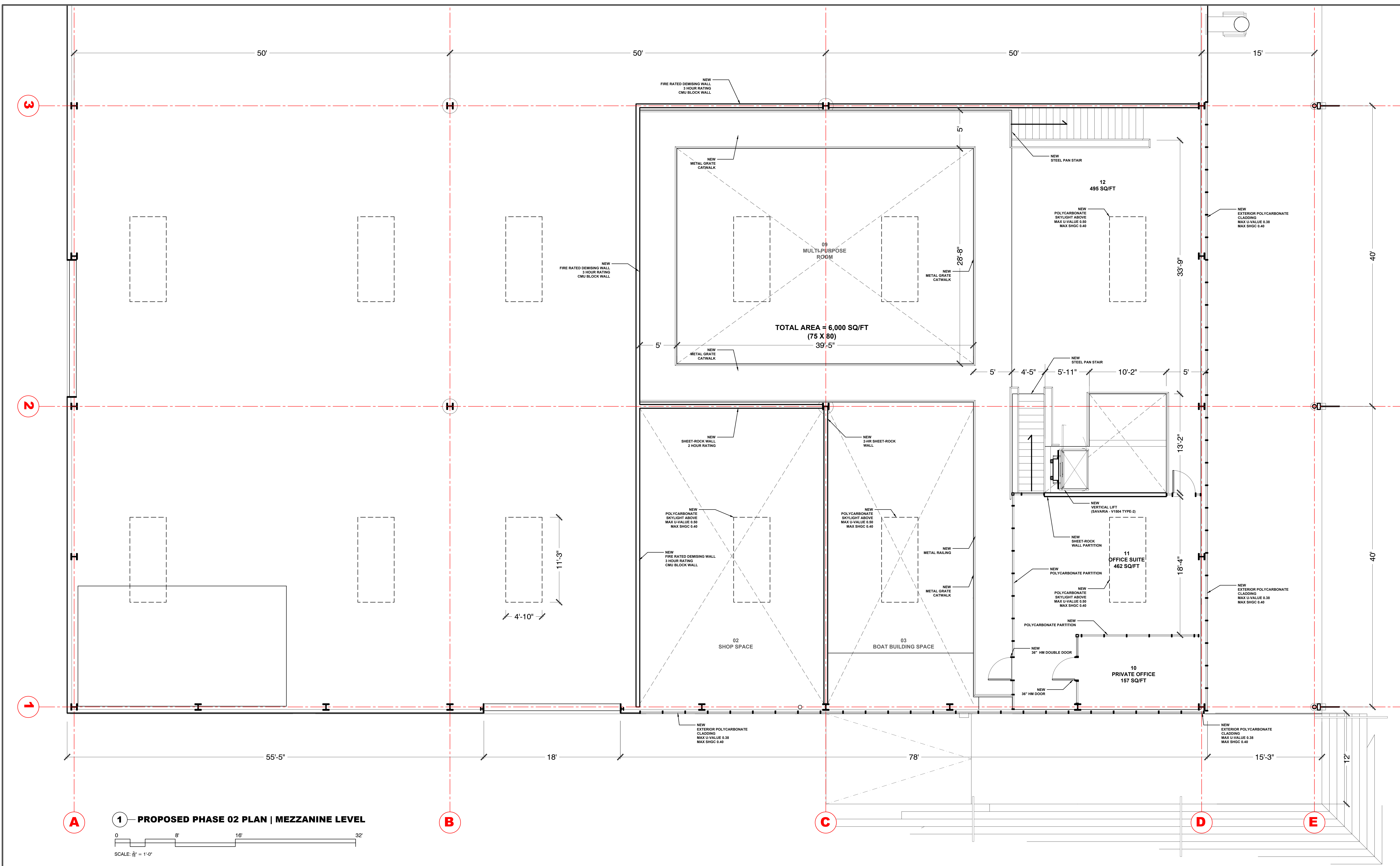
REVISION NUMBER:  
**01**

DRAWING SCALE:  
**3/16" = 1' - 0"**



**NOT FOR CONSTRUCTION**

DESIGN:  
**AE SUPERLAB.**



**1** PROPOSED PHASE 02 PLAN | MEZZANINE LEVEL

SCALE: 3/16" = 1'-0"

PROJECT TITLE:  
**PORTSIDE | PIER 11**

DRAWING NUMBER:  
**A-107**

DRAWING TITLE:  
**FLOOR PLAN**

DRAWING DATE:  
**08.02.2018**

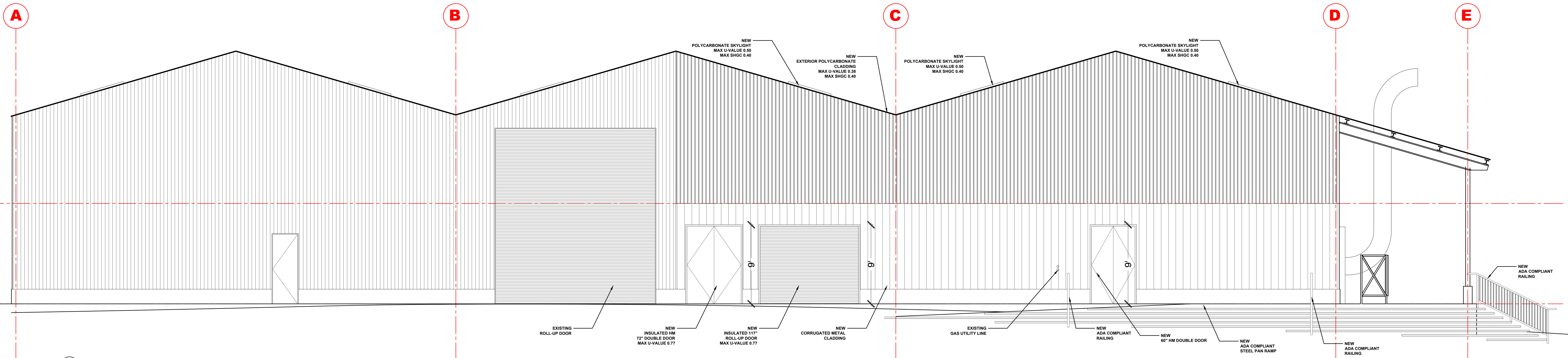
REVISION NUMBER:  
**01**

DRAWING SCALE:  
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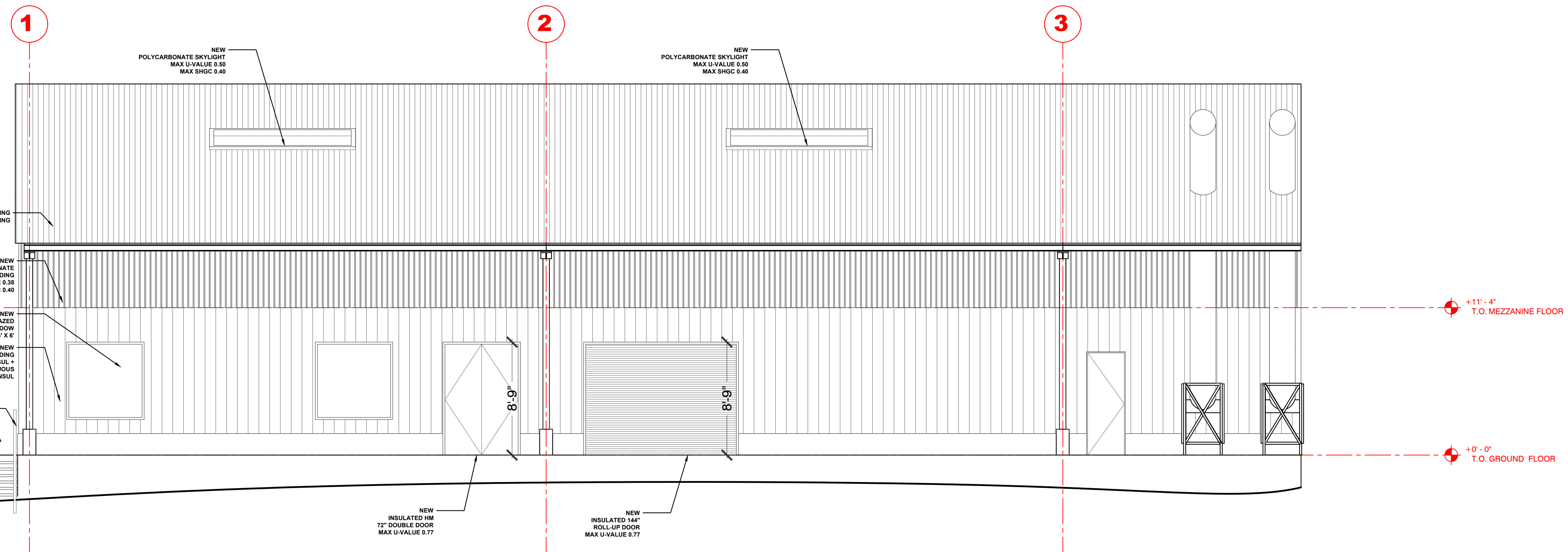
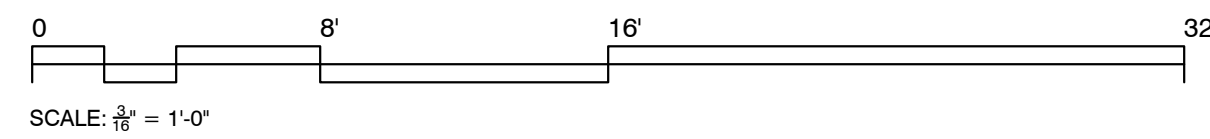


**NOT FOR CONSTRUCTION**

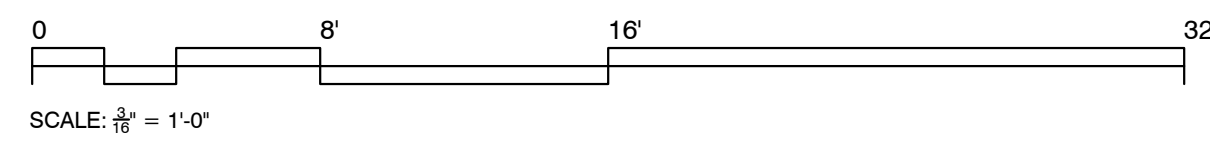
DESIGN: **AE SUPERLAB.**



**1 PROPOSED SOUTH ELEVATION**



**2 PROPOSED EAST ELEVATION**





**PortSide New York**  
Interior Space Build-Out  
Brooklyn, NY

**Conceptual Estimate**

August 9, 2018

Empire State Building  
350 Fifth Ave  
32<sup>nd</sup> Floor  
New York, NY 10118  
917-522-1269  
[www.usa.skanska.com](http://www.usa.skanska.com)

August 09, 2018

Dear: Carolina,

Skanska Integrated Solutions is pleased to submit our Conceptual Estimate for the proposed "PortSide New York" Interior Space Build-Out. This proposal is based on the 10/12/2010 "SD" plans, labeled as "Implementation Plan" prepared by Perkins+Will Architects.

We appreciate being part of your project team and helping make your project successful. If you have any questions regarding our conceptual estimate or need additional information, please do not hesitate to call.

Best regards,

Carmen Rainieri  
Program Executive

## Table of Contents

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- Cost Summary

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### **Section Two – Basis of Proposal**

- Basis of Proposal
- General Qualifications
- Package Specific Qualifications & Assumptions
- Allowances
- Exclusions & Clarifications

**3**

### **Section Three – Estimate Detail**

**1**

## **Section One – Proposal Summary**

[Cost Summary Attached](#)





Skanska USA Building Inc.

Empire State Building  
 350 5th Ave 32nd Floor  
 New York, NY 10118  
 (917) 438-4500

Project - PortSide New York / PIER 11  
 Client - PortSide - Carolina Salguero  
 Location - Red Hook, Booklyn NY

Date - 8/09/18

BUILDING COST	Phase I	Phase II	TOTAL	COST/SF (6,439)
Division 1 General Requirements.....	\$8,930	\$8,950	\$17,880	\$2.78
Division 2 Existing Conditions.....	\$106,263	\$4,829	\$111,092	\$17.25
Division 3 Concrete.....	\$9,915	\$9,659	\$19,574	\$3.04
Division 4 Masonry.....	\$15,250	\$0	\$15,250	\$2.37
Division 5 Metals.....	\$24,000	\$100,000	\$124,000	\$19.26
Division 6 Wood, Plastic and Composites.....	\$39,915	\$34,659	\$74,574	\$11.58
Division 7 Thermal and Moisture Protection.....	\$27,483	\$102,234	\$129,717	\$20.15
Division 8 Openings.....	\$91,500	\$4,200	\$95,700	\$14.86
Division 9 Finishes.....	\$192,792	\$89,250	\$282,042	\$43.80
Division 10 Specialties.....	\$15,500	\$0	\$15,500	\$2.41
Division 22 Plumbing.....	\$15,500	\$0	\$15,500	\$2.41
Division 23 Mechanical.....	\$15,000	\$0	\$15,000	\$2.33
Division 26 Electrical.....	\$66,171	\$0	\$66,171	\$10.28
<b>TOTAL BUILDING:</b>	<b>\$628,219</b>	<b>\$353,781</b>	<b>\$982,000</b>	<b>\$152.51</b>
<b>TRADE COST TOTAL:</b>	<b>\$628,219</b>	<b>\$353,781</b>	<b>\$982,000</b>	<b>\$152.51</b>
CGL Insurance 1.25%	\$10,413	\$5,864	\$16,278	\$2.53
Sub Guard 1.35%	\$8,481	\$4,776	\$13,257	\$2.06
<b>Subtotal</b>	<b>\$647,113</b>	<b>\$364,421</b>	<b>\$1,011,535</b>	<b>\$157.09</b>
GC's 10%	\$64,711	\$36,442	\$101,153	\$15.71
CM Fee 3%	\$19,413	\$10,933	\$30,346	\$4.71
<b>Subtotal</b>	<b>\$731,238</b>	<b>\$411,796</b>	<b>\$1,143,034</b>	<b>\$177.52</b>
Contingency 5%	\$36,562	\$20,590	\$57,152	\$8.88
CM Bond 0%	\$0	\$0	\$0	\$0.00
<b>Subtotal</b>	<b>\$767,800</b>	<b>\$432,386</b>	<b>\$1,200,186</b>	<b>\$186.39</b>
Phasing Premium 5%	\$38,390	\$21,619	\$60,009	\$9.32
Escalation 4%	\$26,873	\$15,134	\$42,007	\$6.52
<b>TOTAL CONSTRUCTION COSTS:</b>	<b>\$833,063</b>	<b>\$469,139</b>	<b>\$1,302,202</b>	<b>\$202.24</b>

**2**

**Section Two – Basis of Proposal**

**General Qualifications**

1. This proposal is based upon the 10/12/2010 plans labeled as “Implementation Plan”
2. Costs for the detection and removal of hazardous materials (i.e. mold, asbestos, lead paint, contaminated soils, etc.), and groundwater monitoring are not included.
3. Exterior Work is excluded except for what is listed in the estimate.
4. Site Work, Storm Water, Asphalt Paving, Exterior Concrete are all excluded from this estimate.

## Package Specific Assumptions & Clarifications

The following definition represents the basis of our estimate, and serves as the Conceptual Estimate for the project. The estimated costs were developed based upon the project documents listed in the appendices and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section. The following assumptions and clarifications represent the basis of our Conceptual Estimate.

### General

Budget includes the following items: Under Phase I (Cheap & Cheerful) and Phase II

1. Builder's risk insurance, subcontractor default insurance, and Skanska payment and performance bond are included.

### 02 Sitework/ Earthwork/Site Demo/ Utilities

1. All Excluded

### 03 Concrete

1. Existing Interior Floor Slab
  - a. Misc. Patching based on SF of Space
  - b. Required saw cutting and trenching for Rest Room sanitary drain replacement and re-work.
  - c. Misc. Patching at loading dock.

### 04 Masonry

1. A 8" CMU wall infill at damaged location at "Bunker"

### 05 Structural Steel, Miscellaneous, Stairs

1. Miscellaneous Lintels as required for new door cut-ins and CMU Infill.
2. Misc. Steel consisting of angles, lintels for reinforcing for new window installation.
3. Suspended Catwalk under Phase-II
4. New Stairs I Flight under Phase-I
5. Exterior Metal stairs, Ramp and Pipe Railing system at loading dock.

## **06 Wood and Plastics**

1. Miscellaneous blocking for roofing, millwork and specialties
2. Millwork for classrooms and offices.
3. Custom Cabinets and benches for break area and viewing area.

## **07 Thermal and Moisture Protection**

1. Roofing is limited to required patching to the existing metal roof to as pertains to identifiable roof leaks only.
2. 2" Rigid adhesive applied to exterior southern and eastern elevation.
3. Rework Existing skylights and any required support framing.
4. Required Firestopping for all thru-wall penetrations at mechanical ductwork, and conduit removals.

## **08 Openings**

1. Hollow Metal Frames and Doors will be 14 gauge for exterior and 16 gauge for interior.
2. Standard off the shelf hardware sets.

## **09 Finishes**

1. Metal stud and drywall partitions for exterior walls where metal panels are installed at upper Southern and Eastern Elevations.
2. All interior walls will be 3 5/8" metal studs 20 ga. With 5/8" type "X" gypsum board and sound batt insulation.
3. Level 4 finish will be installed where wall graphics will be installed by others. Assumed to be 20% of interior public spaces.
4. Painting of all interior walls, HM doors and exposed structural steel.
5. All existing floors will be a painted finish

## **10 Specialties**

1. Restroom accessories will be installed per code
2. Furnish and install new toilet room partitions

## **15A HVAC & Plumbing**

1. Pricing for all HVAC equipment and material assumes competitive sourcing/bidding for all items. Competitive sourcing assumes that there will be named "or equal" manufacturers and that technical provisions will not impede competitive pricing.
2. All HVAC ductwork is provided in accordance with SMACNA Standards and guidelines. Please note that any provisions above those required by SMACNA are not included.
3. SMACNA's "Ductwork Cleanliness Standards for New Construction: level 3.4 shall be maintained during the course of construction and installation. Please note that final cleaning of the ductwork after complete installation and prior to Owner occupancy is not included. In the event the ductwork is determined to fail the cleanliness requirements, the costs for final cleaning shall be borne by the subcontractor.
4. Skanska has included the cost to temporarily use the newly installed permanent HVAC system for air conditioning during construction once the building is closed in. All related extended warranties are included.
5. Standard cool-only 5 Zone mini split systems are included for the conditioned space requirement, pricing based on area vs. Sqft. since no design has been finalized.
6. Vibration and sound testing are not indicated and not included.
7. It is assumed that there are no seismic requirements for this project.
8. Specialty systems like rainwater harvesting, non-potable water systems for toilet flushing, gray water systems for plantings & irrigation, etc. are not indicated and not included.
9. We have assumed hanging mechanical pipe systems and duct systems from above slab, supplemental steel supports or stanchion systems are not included.
11. Testing, adjusting and balancing by an independent contractor is included.

## **15C Fire Suppression**

1. Assumed that current system meets code and is adequate.

## **16A Electrical**

1. No new service is included, assumed that current service is ample to provide required power to space.
2. New branch wiring is including with conduit stub-up in gyp-board partitions, and in exposed areas.
3. No new switch-gear, sub panels are included, just convenience outlets.

## Allowances

We have included the following allowances in our conceptual estimate.

1. Phase-I Fabrication and Installation of new mezzanine stairs and railing	\$5,550
2. Phase-I Furnish and Install Awning windows in existing openings	\$15,000
3. Phase-II Furnish and Install 8es. Awning windows at various locations at upper walls of "cattle chute"	\$24,000
4. Phase-I Furnish Toilet rm. Accessories	\$5,000
5. Phase-I Plumbing required plumbing work and new toilet fixtures and required scope of work, no design.	\$15,500
6. Phase-I Furnish and Install new Light Fixtures 10ea. And required circuits and wiring.	\$15,000
7. Phase-II Furnish and Install new HM frames, doors and hardware, no spec currently. Based on current scheme.	\$4,200
8. Phase-II Millwork Counter tops at wet Lab	\$25,000
9. Phase-II Misc. Metal fabrications not identified.	\$25,000
10. Phase-II Fabricate and Install new catwalk and required hanging support system and structural framing.	\$75,000

## Exclusions & Clarifications

1. Environmental impact fees, utility assessments, and usage burdens.
2. Building Permit and Plan Review Fees. (By Owner).
3. Temporary power and water consumption for new and renovation construction.
4. Removal and testing of hazardous materials/ contaminated soils.
5. Unclassified excavation (all rock and unsuitable soils removal are additional per unit prices)
6. Independent, third party commissioning and testing costs.
7. Indoor air quality testing & duct cleaning not due to construction activities.
8. Portable or temporary HVAC systems (we have assumed and included use of permanent systems after owner approval).
9. Furnishings, Fixtures or Equipment unless noted above.
10. Temporary fire suppression system.
11. Signage (OFOI).
12. Graffiti art on metal panels.
13. Furnish or installation of emergency power generation equipment.

**3**

**Section Three – Estimate Detail**

Estimate Detail Attached



**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 08/09/18

<b><u>Phase I Cost Summary</u></b>	<b><u>TOTAL COST</u></b>	<b><u>COST/SF</u></b> <b>(6,439)</b>
Division 1 General Requirements.....	\$8,930	\$1.39
Site Logistics	\$8,930	
Division 2 Existing Conditions.....	\$106,263	\$16.50
Selective Demolition	\$106,263	
Division 3 Concrete.....	\$9,915	\$1.54
Cast-in-Place Concrete	\$9,915	
Division 4 Masonry.....	\$15,250	\$2.37
Unit Masonry	\$15,250	
Division 5 Metals.....	\$24,000	\$3.73
Metal Fabrications	\$5,500	
Metal Pan Stairs	\$6,500	
Decorative Metal	\$12,000	
Division 6 Wood, Plastic and Composites.....	\$39,915	\$6.20
Rough Carpentry	\$9,915	
Architectural Woodwork	\$30,000	
Division 7 Thermal and Moisture Protection.....	\$27,483	\$4.27
Roofing and Siding Panels	\$6,000	
Firestopping, Sealant and Caulking	\$21,483	
Division 8 Openings.....	\$91,500	\$14.21
Doors Frames and Hardware	\$7,300	
Entrances, Storefronts, and Curtain Walls	\$74,700	
Door Hardware	\$9,500	
Division 9 Finishes.....	\$192,792	\$29.94
Plaster and Gypsum Board Assemblies	\$148,054	
Painting and Coatings	\$44,738	
Division 10 Specialties.....	\$15,500	\$2.41
Toilet Partitions, Screens, and Accessories	\$15,500	
Division 22 Plumbing.....	\$15,500	\$2.41
Plumbing Fixtures	\$15,500	
Division 23 Mechanical.....	\$15,000	\$2.33
Terminal and Package Units	\$15,000	
Division 26 Electrical.....	\$66,171	\$10.28
Electrical Service and Distribution	\$66,171	
<b>TOTAL Phase I Cost:</b>	<b>\$628,219</b>	<b>\$97.56</b>

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	<b><u>Division 1 General Requirements</u></b>			
2				
3	<b><u>Site Logistics</u></b>			
4				
5	Laborers for Demolition	1 MN.	\$6,080.00	\$6,080
6	30 yd Container Dumpster for Debris	3 Ea.	\$950.00	\$2,850
7				
8	<b>Site Logistics Total:</b>			<b>\$8,930</b>
9				
10	<b>Division 1 General Requirements Total:</b>			<b>\$8,930</b>
11				
12	<b><u>Division 2 Existing Conditions</u></b>			
13				
14	<b><u>Selective Demolition</u></b>			
15				
16	Make space ready waterproof / patching of existing building envelope (holes from removals, water leaks)	6,000 SF	\$2.50	\$15,000
17	Cut & Capp Make Safe Existing utilities	6,000 SF	\$4.50	\$27,000
18	Demo of Existing Non-Working MEP Equipment	6,000 SF	\$3.25	\$19,500
19	Power Wash Interior Exposed Roof Structure	4,932 SF	\$3.75	\$18,495
20	Power Wash Exterior Existing Loading Dock Roof Structure	610 SF	\$2.50	\$1,525
21	Power Wash Existing Asphalt Floor Surface & Loading Dock Floor	6,610 SF	\$2.50	\$16,525
22	Power Wash Interior Existing Metal Corrugated Siding Building Envelope	3,287 SF	\$2.50	\$8,218
23				
24	<b>Selective Demolition Total:</b>			<b>\$106,263</b>
25				
26	<b>Division 2 Existing Conditions Total:</b>			<b>\$106,263</b>
27				
28	<b><u>Division 3 Concrete</u></b>			
29				
30	<b><u>Cast-in-Place Concrete</u></b>			
31				
32	Patch Existing Floor Slab as Required to Make Safe	6,610 SF	\$1.50	\$9,915
33				
34	<b>Cast-in-Place Concrete Total:</b>			<b>\$9,915</b>
35				
36	<b>Division 3 Concrete Total:</b>			<b>\$9,915</b>
37				

Project - PortSide New York / PIER 11

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
38	<b><u>Division 4 Masonry</u></b>			
39				
40	<b><u>Unit Masonry</u></b>			
41				
42				
43	Square Up and Safe Existing CMU Wall @ Bunker	1 LS	\$2,500.00	\$2,500
44	Install Relieving Angle at CMU Wall at Infill	1 LS	\$3,500.00	\$3,500
45	Furnish and Install CMU at Hole in Wall at Bunker	250 SF	\$27.00	\$6,750
46	Saw Cut New Man Door Opening and Frame In CMU Wall	1 LS	\$2,500.00	\$2,500
47				
48	<b>Unit Masonry Total:</b>			<b>\$15,250</b>
49				
50	<b>Division 4 Masonry Total:</b>			<b>\$15,250</b>
51				
52	<b><u>Division 5 Metals</u></b>			
53				
54	<b><u>Metal Fabrications</u></b>			
55				
56	Miscellaneous Lintels Required for New Door and Window Openings In CMU Walls	1 LS	\$5,500.00	\$5,500
57				
58	<b>Metal Fabrications Total:</b>			<b>\$5,500</b>
59				
60	<b><u>Metal Pan Stairs</u></b>			
61				
62	Fabricate and Install New Mezz Stair and Pipe Railing at Office 07 Location	1 Allw	\$6,500.00	\$6,500
63				
64	<b>Metal Pan Stairs Total:</b>			<b>\$6,500</b>
65				
66	<b><u>Decorative Metal</u></b>			
67				
68	Fabricate , Furnish and Install New Railing System at Loading Dock, Steel Stairs and ADA Ramp	1 EA.	\$12,000.00	\$12,000
69				
70	<b>Decorative Metal Total:</b>			<b>\$12,000</b>
71				
72	<b>Division 5 Metals Total:</b>			<b>\$24,000</b>
73				
74	<b><u>Division 6 Wood, Plastic and Composites</u></b>			
75				
76	<b><u>Rough Carpentry</u></b>			
77				
78	Required Wood Blocking Misc.	6,610 SF	\$1.50	\$9,915
79				
80	<b>Rough Carpentry Total:</b>			<b>\$9,915</b>
81				

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
82	<b><u>Architectural Woodwork</u></b>			
83				
84	Wood / Laminate Cabinets and Counters Includes Tops / Backsplashes	250 LF	\$120.00	\$30,000
85				
86	<b>Architectural Woodwork Total:</b>			<b>\$30,000</b>
87				
88	<b>Division 6 Wood, Plastic and Composites Total:</b>			<b>\$39,915</b>
89				
90	<b><u>Division 7 Thermal and Moisture Protection</u></b>			
91				
92	<b><u>Roofing and Siding Panels</u></b>			
93				
94	<b><u>Roof and Wall Specialties</u></b>			
95				
96	Rework Existing Skylights	5 EA.	\$1,200.00	\$6,000
97	Furnish and Install New Polycarbonate Skylights Includes Required Support Framing	0 Ea.	\$6,200.00	\$0
98				
99	Roof and Wall Specialties Total:			\$6,000
100				
101	<b>Roofing and Siding Panels Total:</b>			<b>\$6,000</b>
102				
103	<b><u>Firestopping, Sealant and Caulking</u></b>			
104				
105	Misc. Required Fire Stopping	6,610 SF	\$2.00	\$13,220
106	Misc. Required Architectural Caulking	6,610 SF	\$1.25	\$8,263
107				
108	<b>Firestopping, Sealant and Caulking Total:</b>			<b>\$21,483</b>
109				
110	<b>Division 7 Thermal and Moisture Protection Total:</b>			<b>\$27,483</b>
111				
112	<b><u>Division 8 Openings</u></b>			
113				
114	<b><u>Doors Frames and Hardware</u></b>			
115				
116	Saw Cut New Man Door Opening and Frame In CMU Wall	1 Ea.	\$1,500.00	\$1,500
117	Saw Cut For Installation of New Window Glazing Unit in Bunker (4'-0 x 8'-0)	1 Ea.	\$1,500.00	\$1,500
118	Man Door @ Bunker Furnish and Install New HM Frame, Door and Hardware.	1 Ea.	\$1,800.00	\$1,800
119	Re-work and Make Operational Existing Coiling Overhead Door @ Bunker	1 Ea.	\$2,500.00	\$2,500
120				
121	<b>Doors Frames and Hardware Total:</b>			<b>\$7,300</b>
122				

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
123	<b><u>Entrances, Storefronts, and Curtain Walls</u></b>			
124				
125	<b><u>Entrances and Storefronts</u></b>			
126				
127	Furnish and Install Store Front Door and Hardware	4 EA.	\$4,200.00	\$16,800
128				
129	Entrances and Storefronts Total:			\$16,800
130				
131	<b><u>Miscellaneous Glazing</u></b>			
132				
133	Mezzanine Level - Cut New Opening for New 4'x3' Awning Window at Southern and Eastern Elevations Furnish and Install Required New Framing	2 EA.	\$1,500.00	\$3,000
134	Mezzanine Level - Furnish and Install New Awning Windows 4'x3'	2 EA.	\$2,800.00	\$5,600
135	1st Flr. Under Mezzanine Replace Existing Windows Office location Southern and Eastern Exposure with Awning Windows includes Required Reframing of Opening.	2 EA.	\$3,200.00	\$6,400
136	Bathroom Windows - Replace with Awning Windows in Existing Openings	2 EA.	\$1,950.00	\$3,900
137	Rework Existing Window Openings to Accept New Awning Windows Per Discretion Various Locations Exterior Envelope.	1 ALLW.	\$15,000.00	\$15,000
138	Furnish and Install New Awning Windows at Upper Cattle Chute Corridor Includes required framing.	8 ALLW	\$3,000.00	\$24,000
139	Miscellaneous Glazing Total:			\$57,900
140				
141	<b>Entrances, Storefronts, and Curtain Walls Total:</b>			<b>\$74,700</b>
142				
143	<b><u>Door Hardware</u></b>			
144				
145	Furnish and Install Interior / Exterior Door Hardware	10 EA.	\$950.00	\$9,500
146				
147	<b>Door Hardware Total:</b>			<b>\$9,500</b>
148				
149	<b>Division 8 Openings Total:</b>			<b>\$91,500</b>
150				
151	<b><u>Division 9 Finishes</u></b>			
152				
153	<b><u>Plaster and Gypsum Board Assemblies</u></b>			
154				
155	<b><u>Drywall Partitions</u></b>			
156				
157	East Elv. Metal Stud Partition @ Mezzanine Level 2"x4"x10'-00 AFF. 1 Layer of 5/8" fire code X tape and float ready for paint.	796 SF	\$8.15	\$6,487
158	South Elev. Metal Stud Partition @ Mezzanine Level 2"x4"x15' AFF. 1 Layer of 5/8" fire code X tape and float ready for paint.	375 SF	\$8.15	\$3,056
159	East Elev. 2" Iso Board Rigid Insulation Direct Adhesive Applied to Existing Metal Siding	796 SF	\$3.50	\$2,786
160	South Elev. 2" Iso Board Rigid Insulation Direct Adhesive Applied to Existing Metal Siding	375 SF	\$3.50	\$1,313

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
161	Furnish, Install Tape and Float Ready for Paint New Demising Wall - 2"x6" Structural Metal Studs to Underside of Truss Cord and Infill Structural "A" Truss 3.0 hr. Rating 2	3,896 SF	\$34.50	\$134,412
162	Drywall Partitions Total:			<u>\$148,054</u>
163				
164	<b>Plaster and Gypsum Board Assemblies Total:</b>			<b><u>\$148,054</u></b>
165				
166	<b><u>Painting and Coatings</u></b>			
167				
168	Exterior Painting of Existing Exposed Construction at Loading Dock - 2 cts. Dry-Fog Coating	610 SF	\$2.75	\$1,678
169	Interior Painting of Existing Exposed Construction at Interior Space - 2 cts. Dry Fog Coating	5,764 SF	\$3.25	\$18,733
170	Interior Painting Drywall Separation Partitions 2 cts Acrylic Egg Shell Finish	2,878 SF	\$1.95	\$5,612
171	Furnish and Install Wayfinding Coating at Loading Dock	610 SF	\$3.75	\$2,288
172	Furnish and Install New Floor Coating at Offices and Open Space	5,764 SF	\$2.85	\$16,427
173				
174	<b>Painting and Coatings Total:</b>			<b><u>\$44,738</u></b>
175				
176	<b>Division 9 Finishes Total:</b>			<b><u>\$192,792</u></b>
177				
178	<b><u>Division 10 Specialties</u></b>			
179				
180	<b><u>Toilet Partitions, Screens, and Accessories</u></b>			
181				
182	Furnish and Install New Toilet Accessories at W/C	1 ALLW	\$5,000.00	\$5,000
183	Furnish and Install New Toilet Partitions	7 EA.	\$1,500.00	\$10,500
184				
185	<b>Toilet Partitions, Screens, and Accessories Total:</b>			<b><u>\$15,500</u></b>
186				
187	<b>Division 10 Specialties Total:</b>			<b><u>\$15,500</u></b>
188				
189	<b><u>Division 22 Plumbing</u></b>			
190				
191	<b><u>Plumbing Fixtures</u></b>			
192				
193	Selective Demo, Cut, Cap and Relocate as required CW / HW Lines. Saw Cut Slab, Trench, as Required for New Sanitary Drain Line.	1 ALLW	\$5,500.00	\$5,500
194	Furnish and Install Plumbing Fixtures and Trims includes 4-WC, 2-Lav Sinks, 2-Urnills. And 2 - 30 Gal Elec. Water	1 ALLW	\$10,000.00	\$10,000
195				
196	<b>Plumbing Fixtures Total:</b>			<b><u>\$15,500</u></b>
197				
198	<b>Division 22 Plumbing Total:</b>			<b><u>\$15,500</u></b>
199				

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Brooklyn NY

Date - 8/18/18

**Phase I Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
200	<b><u>Division 23 Mechanical</u></b>			
201				
202	<b><u>Terminal and Package Units</u></b>			
203				
204	Furnish, and Install Two 5 Zone Mini-Split Systems and Associated Distribution, and Controls	2 EA	\$7,500.00	\$15,000
205				
206	<b>Terminal and Package Units Total:</b>			<b>\$15,000</b>
207				
208	<b>Division 23 Mechanical Total:</b>			<b>\$15,000</b>
209				
210	<b><u>Division 26 Electrical</u></b>			
211				
212	<b><u>Electrical Service and Distribution</u></b>			
213				
214	Furnish and Install Electrical Distribution, Including Conduits, Wiring and Convenience Outlets.	6,439 SF	\$9.50	\$61,171
215	Furnish and Install Additional Light Fixtures as Required	1 ALLW	\$5,000.00	\$5,000
216				
217	<b>Electrical Service and Distribution Total:</b>			<b>\$66,171</b>
218				
219	<b>Division 26 Electrical Total:</b>			<b>\$66,171</b>

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Booklyn NY

Date - 08/09/18

<u>Phase II Cost Summary</u>	<u>TOTAL COST</u>	<u>COST/SF</u> (6,439)
Division 1 General Requirements.....	\$8,950	\$1.39
Site Logistics	\$8,950	
Division 2 Existing Conditions.....	\$4,829	\$0.75
Selective Demolition	\$4,829	
Division 3 Concrete.....	\$9,659	\$1.50
Cast-in-Place Concrete	\$9,659	
Division 5 Metals.....	\$100,000	\$15.53
Structural Steel Framing	\$75,000	
Metal Fabrications	\$25,000	
Division 6 Wood, Plastic and Composites.....	\$34,659	\$5.38
Rough Carpentry	\$9,659	
Plastic Fabrications	\$25,000	
Division 7 Thermal and Moisture Protection.....	\$102,234	\$15.88
Roofing and Siding Panels	\$90,000	
Firestopping, Sealant and Caulking	\$12,234	
Division 8 Openings.....	\$4,200	\$0.65
Doors Frames and Hardware	\$4,200	
Division 9 Finishes.....	\$89,250	\$13.86
Plaster and Gypsum Board Assemblies	\$82,500	
Painting and Coatings	\$6,750	
<b>TOTAL Phase II Cost:</b>	<b>\$353,781</b>	<b>\$54.94</b>



Project - PortSide New York / PIER 11

Client - PortSide - Carolina Salguero

Location - Red Hook, Booklyn NY

Date - 08/09/18

**Phase II Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	<b><u>Division 1 General Requirements</u></b>			
2				
3	<b><u>Site Logistics</u></b>			
4				
5		6,439 SF	\$1.39	\$8,950
6				
7	<b>Site Logistics Total:</b>			<u>\$8,950</u>
8				
9	<b>Division 1 General Requirements Total:</b>			<u>\$8,950</u>
10				
11	<b><u>Division 2 Existing Conditions</u></b>			
12				
13	<b><u>Selective Demolition</u></b>			
14				
15	Selective Demo Phase 11	6,439 SF	\$0.75	\$4,829
16				
17	<b>Selective Demolition Total:</b>			<u>\$4,829</u>
18				
19	<b>Division 2 Existing Conditions Total:</b>			<u>\$4,829</u>
20				
21	<b><u>Division 3 Concrete</u></b>			
22				
23	<b><u>Cast-in-Place Concrete</u></b>			
24				
25	Floor Patching	6,439 SF	\$1.50	\$9,659
26				
27	<b>Cast-in-Place Concrete Total:</b>			<u>\$9,659</u>
28				
29	<b>Division 3 Concrete Total:</b>			<u>\$9,659</u>
30				
31	<b><u>Division 5 Metals</u></b>			
32				
33	<b><u>Structural Steel Framing</u></b>			
34				
35	Furnish and Install Catwalk at Mezzanine Level	1 ALLW	\$50,000.00	\$50,000
36	Furnish and Install 2nd Set of Stairs	1 ALLW	\$25,000.00	\$25,000
37				
38	<b>Structural Steel Framing Total:</b>			<u>\$75,000</u>
39				
40	<b><u>Metal Fabrications</u></b>			
41				
42	Misc. Fabrications - Place Holder	1 ALLW	\$25,000.00	\$25,000
43				
44	<b>Metal Fabrications Total:</b>			<u>\$25,000</u>
45				
46	<b>Division 5 Metals Total:</b>			<u>\$100,000</u>
47				

Project - PortSide New York / PIER 11

Client - PortSide - Carolina Salguero

Location - Red Hook, Booklyn NY

Date - 08/09/18

**Phase II Cost Detail**

		<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
48	<b><u>Division 6 Wood, Plastic and Composites</u></b>			
49				
50	<b><u>Rough Carpentry</u></b>			
51				
52	Misc. Blockng	6,439 SF	\$1.50	\$9,659
53				
54	<b>Rough Carpentry Total:</b>			<b>\$9,659</b>
55				
66	<b><u>Plastic Fabrications</u></b>			
67				
68	Counter Tops for Wet Lab	1 ALLW	\$25,000.00	\$25,000
69				
70	<b>Plastic Fabrications Total:</b>			<b>\$25,000</b>
71				
72	<b>Division 6 Wood, Plastic and Composites Total:</b>			<b>\$34,659</b>
73				
74	<b><u>Division 7 Thermal and Moisture Protection</u></b>			
94				
95	<b><u>Roofing and Siding Panels</u></b>			
96				
97	<b><u>Metal Wall Panel System</u></b>			
98				
99	Translucent Exterior Wall Panel System Loading Dock and Parking Lot Elevations.	2,000 SF	\$45.00	\$90,000
100				
101	Metal Wall Panel System Total:			\$90,000
102				
103	<b>Roofing and Siding Panels Total:</b>			<b>\$90,000</b>
104				
105	<b><u>Firestopping, Sealant and Caulking</u></b>			
106				
107	Required by Code at All Wall and Ceiling Pennetrations	6,439 sf	\$1.90	\$12,234
108				
109	<b>Firestopping, Sealant and Caulking Total:</b>			<b>\$12,234</b>
110				
111	<b>Division 7 Thermal and Moisture Protection Total:</b>			<b>\$102,234</b>
112				
113	<b><u>Division 8 Openings</u></b>			
114				
115	<b><u>Doors Frames and Hardware</u></b>			
116				
117	Furnish and Install HM Metal Doors, Frames and Hardware	1 ALLW	\$4,200.00	\$4,200
118				
119	<b>Doors Frames and Hardware Total:</b>			<b>\$4,200</b>
120				
121	<b>Division 8 Openings Total:</b>			<b>\$4,200</b>
122				

**Project - PortSide New York / PIER 11**

Client - PortSide - Carolina Salguero

Location - Red Hook, Booklyn NY

Date - 08/09/18

**Phase II Cost Detail**

		<u>QUANTITY</u>		<u>UNIT COST</u>	<u>TOTAL COST</u>
123	<b><u>Division 9 Finishes</u></b>				
124					
125	<b><u>Plaster and Gypsum Board Assemblies</u></b>				
126					
127	<b><u>Drywall Partitions</u></b>				
128					
129	Furnish and Install Gyp-Board Partitions per Schedule 2"x4"x10' Tape and Float Ready for Paint	5,000	SF	\$16.50	\$82,500
130					
131	Drywall Partitions Total:				\$82,500
132					
133	<b>Plaster and Gypsum Board Assemblies Total:</b>				<b>\$82,500</b>
134					
135	<b><u>Painting and Coatings</u></b>				
136					
137	Paint New Gyp-Board Partitions 2 Cts. Acrylic Egg Shell Finish	5,000	SF	\$1.35	\$6,750
138					
139	<b>Painting and Coatings Total:</b>				<b>\$6,750</b>
140					
141	<b>Division 9 Finishes Total:</b>				<b>\$89,250</b>

## Assumptions

<u>Space Allocation/FFEE</u>	<u>Square Feet</u>
Offices/Library	500
Classroom	694
Carpentry Shop	600
Flex/Event/Exhibit Space <sup>1,2</sup>	3,190
Wet Lab	300
Storage	400
Circulation, Bathrooms, Reception, etc.	<u>755</u>
Sub-Total	6,439

<sup>1</sup> Includes Exhibits Square Feet (movable displays) 1,200

<sup>2</sup> Includes Shop Square Feet (movable displays) 400

Benefits as a Percent of Salary 25%

### Pre-Development Services Costs

Phase I Development Schedule : 2.0 years from now  
Phase II Development Schedule : 1.5 years

### Fundraising

Capital Campaign		
Phase I	\$ 912,236	\$ 1,100,000
Phase II	\$ 499,389	\$ 600,000
Consulting Fees	10%	
<b>TARGET - Capital</b>	<b>\$ 2,000,000</b>	

	Phase I Stable	Phase II Stable
Annual Operating Needs	\$ 468,956	\$ 511,190
<b>TARGET - Annual</b>	<b>\$ 500,000</b>	<b>\$ 600,000</b>

<u>Annual Costs of Fundraising</u>	<u>Capital</u>	<u>Annual</u>
Printing and Mailing	\$ 10,000	see budget
Special Events	25,000	
Miscellaneous	<u>10,000</u>	
	\$ 45,000	

### Operating Revenues

#### Location Fees

Film Shoots	\$ 10,000	per day
Shooting Days per Year	8	days
Editorial Shoots	\$ 250	per day
Shooting Days per Year	8	days

#### Event Rentals

Weddings and Private Parties	\$ 15,000	per day
Event Rentals per Year	15	days
Not-for-Profits and Partners	\$ 5,000	per day
Event Rentals per Year	5	days
Community Events (Fee Only)	250	per day
Event Rentals per Year	10	days

### Productions and Performances

PortSide Produced Events/Year	25
Average Ticket Sales	100
Net Profit per Ticket	\$ 2.50
Outside Events	16
Average Ticket Sales	150
Fee per Ticket	\$ 4.50

### Mary Whalen/Center Tours

Public Tours	
Annual Tour Days	75
Average Through-Put per Day	50
Average Voluntary Contribution	\$ 5.00
Private Tours	
Annual Tour Days	12
Average Fee	\$ 75
Average Size	25
Average Voluntary Contribution	\$ 2.50

### Store

Per Visitor Museum Store Sales	\$ 3.00
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### Operating Expenses (Non-Staff)

#### Building Expenses

Utilities	\$ 1.85	per square foot
Maintenance	\$ 0.50	per square foot
Security	\$ 1.25	per square foot
Insurance	\$ 20,000	per year

#### Administration

Equipment and Supplies	\$ 2,500	per person
Telephone	\$ 500	per person per year
Internet/Web Hosting	\$ 6,000	per year

**Cost of Goods Sold** 40%

**Volunteer Appreciation** \$ 7,500 per year allowance

### Programming and Outreach

Outside Providers	
Rocking the Boat	\$ 22,000 proposed fee for services
African American Maritime	\$ 10,000 proposed fee for services
PR Consultants	\$ 10,000 proposed fee for services
Materials	\$ 25,000 allowance
Printing, Promotion and Galas	\$ 30,000 allowance
Acquisitions	\$ 10,000 allowance

**Contingency** 7.5%

### Performance Factors

Ramp Up Year Discount	35.0%
Phase I Construction Revenue Hit	50.0%
Phase II Construction Revenue Hit	25.0%
Post Phase II Revenue Improvement	15.0%

PortSide NewYork at PIER 11  
Assumptions

<u>Space Allocation/FFEE</u>	<u>Square Feet</u>
Offices/Library	500
Classroom	694
Carpentary Shop	600
Flex/Event/Exhibit Space <sup>1,2</sup>	3,190
Wet Lab	300
Storage	400
Circulation, Bathrooms, Reception, etc.	<u>755</u>
Sub-Total	6,439
<sup>1</sup> Includes Exhibits Square Feet (movable displays)	1,200
<sup>2</sup> Includes Shop Square Feet (movable displays)	400

Benefits as a Percent of Salary 25%

Pre-Development Services Costs

Phase I Development Schedule : 2.0 years from now  
 Phase II Development Schedule : 1.5 years

Fundraising

Capital Campaign		
Phase I	\$ 912,236	\$ 1,100,000
Phase II	\$ 499,389	\$ 600,000
Consulting Fees	10%	
<b>TARGET - Capital</b>	\$ 2,000,000	

	Phase I Stable	Phase II Stable
Annual Operating Needs	\$ 468,956	\$ 511,190
<b>TARGET - Annual</b>	\$ 500,000	\$ 600,000

<u>Annual Costs of Fundraising</u>	<u>Capital</u>	<u>Annual</u>
Printing and Mailing	\$ 10,000	see budget
Special Events	25,000	
Miscellaneous	<u>10,000</u>	
	\$ 45,000	

Operating Revenues

Location Fees

Film Shoots	\$ 10,000	per day
Shooting Days per Year	8	days
Editorial Shoots	\$ 250	per day
Shooting Days per Year	8	days

Event Rentals

Weddings and Private Parties	\$ 15,000	per day
Event Rentals per Year	15	days
Not-for-Profits and Partners	\$ 5,000	per day
Event Rentals per Year	5	days
Community Events (Fee Only)	250	per day
Event Rentals per Year	10	days

Productions and Performances

PortSide Produced Events/Year	25
Average Ticket Sales	100
Net Profit per Ticket	\$ 2.50
Outside Events	16
Average Ticket Sales	150
Fee per Ticket	\$ 4.50

Mary Whalen/Center Tours

Public Tours	
Annual Tour Days	75
Average Through-Put per Day	50
Average Voluntary Contribution	\$ 5.00
Private Tours	
Annual Tour Days	12
Average Fee	\$ 75
Average Size	25
Average Voluntary Contribution	\$ 2.50

Store

Per Visitor Museum Store Sales	\$ 3.00
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Operating Expenses (Non-Staff)

Building Expenses

Utilities	\$ 1.85	per square foot
Maintenance	\$ 0.50	per square foot
Security	\$ 1.25	per square foot
Insurance	\$ 20,000	per year

Administration

Equipment and Supplies	\$ 2,500	per person
Telephone	\$ 500	per person per year
Internet/Web Hosting	\$ 6,000	per year

Cost of Goods Sold

40%

Volunteer Appreciation

\$ 7,500 per year allowance

Programming and Outreach

Outside Providers

Rocking the Boat	\$ 22,000	proposed fee for services
African American Maritime	\$ 10,000	proposed fee for services
PR Consultants	\$ 10,000	proposed fee for services
Materials	\$ 25,000	allowance
Printing, Promotion and Galas	\$ 30,000	allowance
Acquisitions	\$ 10,000	allowance

Contingency

7.5%

Performance Factors

Ramp Up Year Discount	35.0%
Phase I Construction Revenue Hit	50.0%
Phase II Construction Revenue Hit	25.0%
Post Phase II Revenue Improvement	15.0%

## Capital Costs

	Cheap and Cheerful Phase I	Upgraded Experience Phase II	Total	Cost per Gross Square Foot	
				Phase I	Phase II
<b>Building Construction Costs<sup>1</sup></b>					
General Requirements	\$ 8,930	\$ 8,950	\$ 17,880	\$ 1.39	\$ 1.39
Existing Conditions	106,263	4,829	111,092	\$ 16.50	\$ 0.75
Concrete	9,915	9,659	19,574	\$ 1.54	\$ 1.50
Masonry	15,250	-	15,250	\$ 2.37	\$ -
Metals	24,000	100,000	124,000	\$ 3.73	\$ 15.53
Wood, Plastic and Composites	39,915	34,659	74,574	\$ 6.20	\$ 5.38
Thermal and Moisture Protection	27,483	102,234	129,717	\$ 4.27	\$ 15.88
Openings	91,500	4,200	95,700	\$ 14.21	\$ 0.65
Finishes	192,792	89,250	282,042	\$ 29.94	\$ 13.86
Specialties	15,500	-	15,500	\$ 2.41	\$ -
Plumbing	15,500	-	15,500	\$ 2.41	\$ -
Mechanical	15,000	-	15,000	\$ 2.33	\$ -
Electrical	66,171	-	66,171	\$ 10.28	\$ -
Sub-Total	\$ 628,219	\$ 353,781	\$ 982,000	\$ 97.56	\$ 54.94
Insurance, Fees, Contingency, Bonds, Phasing Premium and Escalation	\$ 204,844	\$ 115,358	\$ 320,202	\$ 31.81	\$ 17.92
<b>TOTAL - Building Construction</b>	<b>\$ 833,063</b>	<b>\$ 469,139</b>	<b>\$ 1,302,202</b>	<b>\$ 129.38</b>	<b>\$ 72.86</b>
<b>Furniture, Fixtures, Equipment, Exhibits</b>					
General	\$ 7,975		\$ 7,975	\$ 1.24	\$ 4.70
Exhibit and Shop Areas	64,000		64,000	\$ 9.94	\$ -
Contingency	7,198		7,198	\$ 1.12	\$ 77.56
<b>TOTAL - Furniture, Fixtures, Equipment, Exhibits</b>	<b>\$ 79,173</b>	<b>\$ 30,250</b>	<b>\$ 109,423</b>	<b>\$ 12.30</b>	<b>\$ 4.70</b>
<b>GRAND TOTAL - CAPITAL IMPROVEMENTS</b>	<b>\$ 912,236</b>	<b>\$ 499,389</b>			

<sup>1</sup> Source: SKANSKA Project Cost Estimates

PortSide NewYork at PIER 11

# Staffing

	Phase I					Phase II				
	Positions	Salary	Wages	Benefits	Total Cost of Personnel	Positions	Salary	Wages	Benefits	Total Cost of Personnel
<b>Administration</b>										
Executive Director	1.0	\$ 60,000	\$ 60,000	\$ 15,000	\$ 75,000	1.0	\$ 60,000	\$ 60,000	\$ 15,000	\$ 75,000
Chief Operating Officer	1.0	\$ 50,000	50,000	12,500	62,500	1.0	\$ 50,000	50,000	12,500	62,500
Accountants/Bookkeepers	1.0	\$ 40,000	40,000	10,000	50,000	2.0	\$ 40,000	80,000	20,000	120,000
Development	2.0	\$ 45,000	90,000	22,500	135,000	2.0	\$ 45,000	90,000	22,500	135,000
Administrative Assistant	1.0	\$ 27,500	27,500	6,875	34,375	1.0	\$ 27,500	27,500	6,875	34,375
Volunteer Coordinator	1.0	\$ 27,500	27,500	6,875	34,375	1.0	\$ 27,500	27,500	6,875	34,375
<b>Programming</b>										
e-Museum/Culture Programs	1.0	\$ 35,000	35,000	8,750	43,750	2.0	\$ 35,000	70,000	17,500	105,000
Youth Education	1.0	\$ 30,000	30,000	7,500	37,500	1.0	\$ 30,000	30,000	7,500	37,500
Wet Lab Instruction	-	\$ 32,000	-	-	-	0.5	\$ 32,000	16,000	4,000	18,000
Waterfront Director	1.0	\$ 40,000	40,000	10,000	50,000	1.0	\$ 40,000	40,000	10,000	50,000
Boatbuilding	1.0	\$ 30,000	30,000	7,500	37,500	1.0	\$ 30,000	30,000	7,500	37,500
<b>Facilities</b>										
Janitor	0.5	\$ 25,000	12,500	3,125	14,063	0.5	\$ 25,000	12,500	3,125	14,063
Ship Restoration	1.0	\$ 27,500	27,500	6,875	34,375	1.0	\$ 27,500	27,500	6,875	34,375
	12.5		\$ 470,000	\$ 117,500	\$ 608,438	15.0		\$ 561,000	\$ 140,250	\$ 757,688

## Operating Revenues and Expenditures

REVENUES	Year by Year Implementation Performance (\$2018)				
	Fundraising	Phase I Construction	Post Phase I Operations	Phase II Construction	Post Phase II Operations
<b>Location Fees</b>					
Film Shoots	\$ 52,000	\$ 40,000	\$ 80,000	\$ 60,000	\$ 92,000
Editorial Shoots	\$ 1,300	\$ 1,000	2,000	\$ 1,500	\$ 2,000
<b>Event Rentals</b>					
Weddings and Private Parties	\$ 146,250	\$ 112,500	225,000	\$ 168,750	\$ 225,000
Not-for-Profits and Partners	\$ 16,250	\$ 12,500	25,000	\$ 18,750	\$ 25,000
Community Events (Fee Only)	\$ 1,625	\$ 1,250	2,500	\$ 1,875	\$ 2,500
<b>Productions and Performances</b>					
PortSide Produced Events/Year	\$ 4,063	\$ 3,125	6,250	\$ 4,688	\$ 6,250
Outside Events	\$ 7,020	\$ 5,400	10,800	\$ 8,100	\$ 10,800
<b>Mary Whalen/Center Tours</b>					
Public Tours	\$ 12,188	\$ 9,375	18,750	\$ 14,063	\$ 18,750
Private Tours	\$ 1,073	\$ 825	1,650	\$ 1,238	\$ 1,650
<b>Store (Tour Visitors Only)</b>	\$ -	\$ -	12,150	\$ 9,113	\$ 12,150
<b>Total Earned Revenues</b>	\$ 241,768	\$ 185,975	\$ 384,100	\$ 288,075	\$ 396,100
<b>EXPENDITURES</b>					
<b>Personnel</b>					
Wages	470,000	470,000	470,000	561,000	561,000
Benefits	117,500	117,500	117,500	140,250	140,250
<b>Cost of Goods Sold</b>	-	-	4,860	3,645	4,860
<b>Building Expenses</b>					
Utilities	11,912	11,912	11,912	11,912	11,912
Maintenance	3,220	3,220	3,220	3,220	3,220
Security	8,049	8,049	8,049	8,049	8,049
Insurance	20,000	20,000	20,000	20,000	20,000
<b>Administration</b>					
Equipment and Supplies	31,250	31,250	31,250	31,250	31,250
Telephone	6,250	6,250	6,250	6,250	6,250
Internet/Web Hosting	6,000	6,000	6,000	6,000	6,000
<b>Volunteer Appreciation</b>	7,500	7,500	7,500	7,500	7,500
<b>Programming and Outreach</b>					
Outside Providers	-	-	-	-	-
Rocking the Boat	22,000	22,000	22,000	22,000	22,000
African American Maritime	10,000	10,000	10,000	10,000	10,000
PR Consultants	10,000	10,000	10,000	10,000	10,000
Materials	25,000	25,000	25,000	25,000	25,000
Printing, Promotion and Galas	30,000	30,000	30,000	30,000	30,000
Acquisitions	10,000	10,000	10,000	10,000	10,000
<b>Contingency</b>	59,151	-	59,516	-	-
<b>Total Operating Expenditures</b>	\$ 847,831	\$ 788,680	\$ 853,056	\$ 906,075	\$ 907,290
<b>Annual Operating Surplus/ Deficit Before Other Sources</b>	\$ (606,064)	\$ (602,705)	\$ (468,956)	\$ (618,000)	\$ (511,190)
<b>Planned Capital Investment</b>	\$ -	\$ 912,236	\$ -	\$ 499,389	\$ -
<b>Capital Campaign Costs</b>	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	
<b>Target Fundraising Annual</b>	\$ 500,000	\$ 500,000	\$ 500,000	\$ 550,000	\$ 600,000
<b>Target Fundraising Capital</b>	\$ 1,000,000	\$ 500,000	\$ 250,000	\$ 250,000	
<b>Overall Annual Surplus/Deficit</b>	\$ 848,936	\$ (559,941)	\$ 236,044	\$ (362,389)	\$ 88,810
<b>Cumulative Surplus /Deficit</b>	\$ 848,936	\$ 288,995	\$ 525,039	\$ 162,650	\$ 251,459