



THE CITY OF NEW YORK
OFFICE OF THE PRESIDENT
BOROUGH OF MANHATTAN

SCOTT M. STRINGER
BOROUGH PRESIDENT

October 11, 2006

Commissioner Adrian Benepe
NYC Parks Department
The Arsenal-Central Park
New York, New York 10021

Richard Davis
Chairman
Randall's Island Sports Foundation
24 West 61st Street - 4th Floor
New York, New York 10023

Dear Commissioner Benepe and Chairman Davis:

I am writing to request answers to the following questions I feel remain unanswered regarding the proposal for a sole source agreement between the New York City Parks Department and Randall's Island Sports Foundation and the corresponding sub-concession with twenty independent schools for reconstructed and new ball fields on Randall's Island:

- 1) These ball fields are being replaced in part due to their displacement by the future waterpark on Randall's Island; was there ever an effort to seek the waterpark's operator to pay for the displaced ball parks?
- 2) How was the \$85 million total cost of the contract determined? Is that the total cost of replacing the ball fields? Is there interest figured into the contract?
- 3) How did the City determine that this particular sole source agreement would be the best way to finance the renovation and expansion of the fields? Did the City explore other funding options?
- 4) Who will be responsible for the maintenance of the ball fields? We understand there will be a combined reserve/maintenance fund to which the schools will contribute. How much of maintenance costs will the schools' contributions cover? Is there any additional funding by the City to the NYC Parks Department to care for the new fields?
- 5) Have any resources been committed by the Randall's Island Sports Foundation or the city to improve mass transit access to the Island? If so, what is the timeline for providing these resources and conducting such improvements?
- 6) What is the City's fiscal conduit role in this contract? Is the City paying for the new/renovated ball fields upfront and getting reimbursed a portion of that cost each year of the contract?

MUNICIPAL BUILDING ❖ 1 CENTRE STREET ❖ NEW YORK, NY 10007
PHONE (212) 669-8300 FAX (212) 669-4305
www.manhattanbp.org bp@manhattanbp.org

- 7) Since the field space is doubling and the independent schools will be using a reduced percentage of the space, has the City or RISF identified new leagues or children/youth to use the new space? If the City or RISF have not already identified new users, how will they identify such users?
- 8) Are any NYC public schools going to be using the new ball field space? If not, have they been approached yet? What are the exact plans for increasing access by NYC public schools to the new fields?
- 9) Has the Parks Department examined the usage of parks and ball fields during after-school hours in other communities with better developed public park ball fields?
- 10) Why do the independent schools require the increase in field usage from 30 to 52? Are there other ways to meet the needs of the independent schools?
- 11) 30 years is a long contract term--how will these capital investments be recouped if one or more of the schools do not fulfill their agreement or if the City decides to terminate the agreement?
- 12) Have there been other similar concessions of parkland for exclusive private use in NYC or other cities?
- 13) What are the key terms of the contract and their exact language? When will members of the FCRC be provided with a copy of the proposed contract for review?
- 14) Why is it necessary to grant contractual rights to exclusive use of the fields to the independent schools if the current Parks permit policy and grandfathering protections already guarantee the schools indefinite access to the fields?
- 15) What are the exact terms and conditions of the termination provision in the contract? I.e., under what conditions would the City be able to terminate this concession? Would the City truly be able to terminate at will or would termination be limited by certain considerations?
- 16) Why is the City proposing a 30 year term for the concession? Over the course of this contract many changes can happen especially as access to Randall's Island is improved. Has a shorter term for the concession been examined to open up access for the local communities and public schools and accommodate for potential changes in demand in the near future?
- 17) The FCRC rules prohibit concessions that last beyond 20 years including option periods. The only way to enter a concession lasting over 20 years is to have a unanimous vote of the FCRC and a written explanation of "extraordinary circumstances" requiring the term. The City's proposal seeks a concession "term of 20 years with an option for the City to extend the term for an additional period of 10 years, subject to FCRC approval at the time the City seeks to extend the term." Does this violate the FCRC rules or the spirit of the rules if the FCRC does not approve the proposal with a unanimous vote or if we are not presented with extraordinary circumstances for this proposal? If this extension provision does not create additional rights for the schools and RISF, why is it necessary in the contract?
- 18) What would be the fiscal consequences for the park and City if the concession were not extended for an additional 10 years? If there could be negative consequences of not extending the concession, are there any safeguards to protect the City from these consequences?

I appreciate your anticipated responses to my concerns and look forward to working together to better Randall's Island for all of New York.

Sincerely,

Scott M. Stringer
Manhattan Borough President