

A. INTRODUCTION

This document summarizes and responds to comments on the Draft Supplemental Environmental Impact Statement (DSEIS), issued on March 28, 2014, for the Atlantic Yards Arena and Redevelopment Project. Oral and written comments were received during the public hearing held by Empire State Development (ESD) on Wednesday, April 30, 2014. Written comments were accepted from issuance of the DSEIS through the public comment period which ended on May 12, 2014.

Section B lists the elected officials, organizations, and individuals that provided relevant comments on the DSEIS. Section C contains a summary of these relevant comments and a response to each. These summaries convey the substance of the comments made, but do not necessarily quote the comments verbatim. Comments are organized by subject matter and generally parallel the chapter structure of the DSEIS. Where more than one commenter expressed similar views, those comments have been grouped and addressed together. Some commenters did not make specific comments related to the proposed approach or methodology for the impact assessments. Where relevant and appropriate, edits have been incorporated into this Final Supplemental Environmental Impact Statement (FSEIS).

B. LIST OF ORGANIZATIONS AND INDIVIDUALS WHO COMMENTED ON THE DSEIS**ELECTED OFFICIALS**

1. James Brennan, State Assemblymember, 44th Assembly District, oral comments (delivered by Laurie Wheelock) April 30, 2014
2. Laurie Cumbo, Council Member, District 35, oral comments
3. NYC Public Advocate Letitia James, oral comments
4. NYC Public Advocate Letitia James, Congresswoman Yvette Clarke, Congressman Hakeem Jeffries, Assemblymember James F. Brennan, Assemblymember Joan L. Millman, NYS Senator Velmanette Montgomery, Assemblymember Walter T. Mosley, NYC Councilmember Brad Lander (James et al.) written comments April 30, 2014
5. Joan Millman, State Assemblymember, 52nd District, written comments April 30, 2014
6. Velmanette Montgomery, State Senator, 25th New York Senatorial District, oral comments (delivered by Jim Vogel) and written comments April 30, 2014
7. Walter T. Mosley, State Assemblymember, 57th Assembly District, oral and written comments April 30, 2014
8. Jo Anne Simon, State Committeewoman, 52nd Assembly District, oral comments

CITY AGENCIES

9. City of New York, Mayor's Office of Environmental Coordination (MOEC), Chris Reo, written comments May 8, 2014

COMMUNITY BOARDS

10. Brooklyn Community Board 8; Nizjoni Granville, Chairperson, written comments May 12, 2014

LOCAL ORGANIZATIONS

11. The Association for a Better New York, written comments April 30, 2014
12. Black Institute, Bertha Lewis, oral comments
13. Black Youth Institute of Crown Heights, Walton Wilson, oral comments
14. Brooklyn Academy of Music (BAM), Keith Stubblefield, oral comments
15. Brooklyn Blizzard Youth Organization, Anthony Newerls, oral comments
16. Brooklyn Boulder Foundation, Marcus Brooks, oral comments
17. Brooklyn Chamber of Commerce, Carlo Scissura oral and written comments April 30, 2014
18. Brooklyn Community Church, Rev. Dr. Fred Lucas and Rev. Maurice Douglas, written comments April 30, 2014
19. Brooklyn Navy Yard Employment Center, Priya Ramanthan, oral and written comments April 30, 2014
20. BrooklynSpeaks, (Michelle de la Uz, Daphne Eviatar, Peter Krashes, Danae Oratowski, Roz Parr, Lauri Schindler, Jo Anne Simon, and Gib Veconi, as co-signers), written comments May 12, 2014
21. Building Construction Trades Council (BCTC), Vivia Morgan, oral and written comments April 30, 2014
22. Catholic Community Relations Council, Joseph Rosenberg, oral and written comments April 30, 2014
23. Dean Street Block Association, 6th Avenue to Vanderbilt (DSBA), Serena Derryberry and Peter Krashes, oral and written comments April 30, 2014, written comments May 8, 2014 and May 12, 2014
 - a. 497 Dean Street Residents, written comments May 11, 2014
 - b. Jennifer Bacon, written comments April 30, 2014 and May 12, 2014
 - c. John Buchbinder, written comments May 13, 2014
 - d. Richard M. Capozzi and Tomoko Furuya-Capozzi, written comments May 11, 2013
 - e. Crosswell (Tracy) Collins, written comments May 13, 2014
 - f. Richard and Angela Dalton, written comments May 1, 2014

- g. Doug Derryberry, written comments May 8, 2014
 - h. Jane Freidson, written comments May 5, 2014
 - i. Nick Friend, written comments May 6, 2014
 - j. Jimmy Greenfield, written comments May 4, 2014
 - k. Taniya Gunasekara, oral and written comments March 28, 2014, written comments May 5, 2014
 - l. Anurag Heda, written comments May 5, 2014 and May 7, 2014
 - m. Rhona Hetsrony, written comments April 30, 2014
 - n. Laura Jacobs, written comments May 13, 2014
 - o. Sylvie L. Jose, written comments May 13, 2014
 - p. Douglas Lopenzina, written comments May 7, 2014
 - q. Tiffany Lu-Heda, written comments May 7, 2014
 - r. Cheryl Mann, written comments May 9, 2014
 - s. Judy Mann, written comments May 5, 2014
 - t. John Nevin, written comments May 5, 2014
 - u. Nancy Neuman, Sandstone Environmental Associates, Inc., written comments May 12, 2014
 - v. Jeff Phillips, written comments April 27, 2014
 - w. Robert Puca, written comments May 13, 2014
 - x. Christine Schmidt, written comments April 30, 2014
24. Develop Don't Destroy Brooklyn, Eric Reschre, oral comments, Candice Carpenter, oral comments, Jeffrey Baker, written comments May 12, 2014.
25. Downtown Brooklyn Partnership, Tucker Reed (delivered by Alan Washington), oral and written comments April 30, 2014
26. Court-Livingston Schermerhorn Business Improvement District, Katie Lyon, oral comments
27. Edward Mallow Initiative for Construction Skills, Timothy Latchana, oral and written comments April 30, 2014
28. Fifth Avenue Committee, Sabine Aronowsky oral and written comments April 30, 2014, Michelle De La Uz oral and written comments March 28, 2014 and oral comments April 30, 2014
29. Forest City Ratner, Jane Marshall, oral and written comments April 30, 2014
30. Fulton Mall Improvement Association, Shabazz Stuart, oral comments
31. Ironworkers Local 361, Ben Suthiwong, oral comments
32. Ironworkers Local 580, Jewel Jeffery, oral comments

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33. Metrotech Business Improvement District, Ryan Grew, oral comments
34. Mutual Housing Association of New York, Ismene Speliotis, oral comments
35. New York Building Congress, Andrew S. Hollweck, written comments April 30, 2014
36. New York Chapter of the National Association of Minority Contractors (NYSAMC), Lennox O. Britton, oral and written comments April 30, 2014
37. Nontraditional Employment for Women (NEW), Jessica Juarez, oral and written comments April 30, 2014
38. Park Slope Fifth Avenue BID, Mark Caserta, written comments April 30, 2014
39. Partnership for NYC, Jessica Walker, oral comments
40. Prospect Heights Neighborhood Development Council, Gib Veconi, oral and written comments March 28, 2014 and oral and written comments April 30, 2014
41. Puppetry Arts, Timothy Young, written comments April 30, 2014
42. Real Estate Board of New York (REBNY), Alison Wasserman, oral and written comments April 30, 2014
43. SEIU 32BJ, Daniel Contreras, oral comments

INTERESTED PUBLIC

44. Jennifer Bacon, oral comments
45. N. Wayne Bailey, oral and written comments March 28, 2014 and April 30, 2014
46. Glen Baksh, oral comments
47. Sandy Balboza, written comments May 12, 2014
48. Gale Bartholomew, oral comments
49. John Buchbinder, oral comments
50. Gregory D. Callender, written comments May 5, 2014
51. Don Campbell, oral comments
52. Eladia Causil-Rodriguez, written comments May 12, 2014
53. Joseph Coello, oral and written comments April 30, 2014
54. Doug Derryberry, oral comments
55. Steve Ettinger, oral comments
56. Charlene Evans, oral comments
57. Kierika Fields, oral comments
58. Judith Francis, oral comments
59. Jane Freidson, oral comments
60. Daniel Goldstein, oral comments
61. Richard Goldstein, written comments April 30, 2014

62. Jimmy Greenfield, oral comments
63. Terry Greiss, written comments April 30, 2014
64. Vincent Haynes, oral comments
65. Patti Hagan, written comments May 12, 2014
66. Shelly Hagan, oral comments
67. Rhona Hetsrony, oral comments
68. Kathryn Johnson, written comments May 7, 2012
69. Lucy Koteen, oral and written comments April 30, 2014
70. Peter Krashes, oral and written comments March 28, 2014
71. Susan Lerner, oral comments
72. Lenore Loskam, oral comments
73. Gloria Materra, oral comments
74. Cynthia McKnight, oral comments
75. Kate Merker, written comments April 30, 2014
76. Rudy Mulligan, oral comments
77. Norman Oder, written comments May 9, 2014, and May 12 blog posts submitted by Develop Don't Destroy Brooklyn
78. Akiva Ofshtein, written comments May 2, 2014
79. Evangeline Porter, oral comments
80. Robert Puca, oral comments
81. Raul Rothblatt, oral comments
82. Tyree Stanback, oral comments
83. Meredith Staten, oral comments
84. Jenna Stern, oral and written comments April 30, 2014
85. Michael D. D. White, oral comments

C. COMMENTS AND RESPONSES

PROJECT REVIEW PROCESS AND PUBLIC PARTICIPATION

Comment 1: Why did it take 4.5 years to write the DSEIS? [Was it because it takes 4.5 years to write a document like this or because FCRC wanted to get its ducks in a row first]? (Krashes)

Response 1: The DSEIS did not take 4.5 years to complete. ESD determined that preparation of the DSEIS would be facilitated by collection of traffic, transit and pedestrian data after the mid-point of the first season after the Arena opening. As described in Chapter 1, "Project Description,"

the Arena was opened on September 28, 2012. Existing conditions for the analyses in this SEIS were developed from a data collection program conducted primarily in April and May 2013 after traffic conditions from the Arena operations stabilized. This served as a starting point for a number of analyses of the DSEIS and assured that those analyses were based on current information. The Draft Scope of Work for the SEIS was issued on December 19, 2012.

Comment 2: The project sponsor has announced a plan to reduce noise by adding a green roof to the arena. The addition of the roof may help those residents on higher level floors impacted by the noise. The SEIS should identify a construction timeframe for this repair, and detail the construction plans which may be impactful. (BrooklynSpeaks)

Response 2: Comment noted. The project sponsors have announced a plan to add a green roof to the Arena. As noted in the DSEIS, the proposed green roof would be a Phase I component of the Project, and it is expected that installation would commence in 2014 and would have sound absorptive qualities. The green roof is expected to be constructed over a 10-12 month period. As per the Court Order, this SEIS assesses the environmental impacts of delay in Phase II construction, which is assumed for analysis purposes to commence in 2018.

Comment 3: I request that ESD extend the public review period for the DSEIS by an additional 60 days, thereby providing the public with more time to review the extensive materials released for comment. (Brennan)

I don't know how anybody could read all of [the DSEIS] in a short time. So I'm hoping they would extend the time for us to review it. (Staten)

I want to put into the record my request that the public review period for the DSEIS (released on March 28th — 34 days ago) be extended for an additional 60 days. As announced by ESD, you will close the period for written public comments on May 12th, 45 days from the release of the DSEIS. I, along with many others, believe that is an insufficient amount of time for my constituents and neighbors to properly analyze and respond to a document of more than 1,200 pages, and compares unfavorably to an 85-day public comment period allowed for the draft scope of work issued on December 19th, 2012, and a 67-day comment period for the DEIS issued on July 18th, 2006. To this end, I would urge ESD to re-evaluate and re-issue a new deadline in response to this most recent impact study. (Mosley)

DDDB strongly objects to the grossly insufficient time given to comment on a document of this size and complexity. ESD must admit that it has had over two years to work on this document and is providing

only the bare minimum of legally required time to comment. This is further evidenced by the fact that the comment period on the MGPP lasts until May 30th. As ESD is well aware, that slightly longer comment period is required pursuant to Section 16 of the UDC Act which requires a minimum of a 30 day comment period following the public hearing on the MGPP. It is quite obvious that if ESD actually cared about public comment, it would, at a minimum have had the comment period for the DSEIS match the comment period on the MGPP. (DDDB)

Response 3: The comment period complies with applicable SEQRA regulations. Because the DSEIS was a draft supplemental EIS focused on a delay in Phase II construction and limited Project changes, ESD determined that a longer time period was not required for adequate public review.

Comment 4: My hope is that we are not just going through the motions, that this is not just a hearing for the sake of a hearing, to hear the community for the sake of hearing the community, to say we heard from the community. I really hope when we hear about people who this project means so much to and when we hear about this project is disrupting lives on so many levels, that we really hear each other and that we really come out with a renewed spirit and with a different understanding and, perhaps, a different perspective on this project. (Cumbo)

Response 4: Comment noted.

CHAPTER 1: PROJECT DESCRIPTION

Comment 1-1: I urge that the ESD require that any new residential construction in the Atlantic Yards Development Project contain 35% affordable housing... This was the original intent and design, and it must be delivered with all possible speed. (Montgomery)

Response 1-1: As described in Chapter 1, "Project Description," as per the Project commitments, Phase I and Phase II of the Project are to include 2,250 units of affordable housing on site for low-, moderate-, and middle-income persons and families. Therefore, 35 percent of the total 6,430 residential units added by the Project would be affordable.

Comment 1-2: All of a sudden what was decided upon earlier as being a 10-year build out period is now a 25-plus build out period with still not very much definition as to what affordable is in the affordable housing complex. (Greenfield)

Response 1-2: As described in Chapter 1, "Project Description," the Project's affordable units would be reserved for households making between 30 percent and 160 percent of citywide Area Median Income (AMI) for the

New York City metropolitan area. The AMI is set annually for metropolitan areas and non-metropolitan counties by the U.S. Department of Housing and Urban Development (HUD), and varies according to family size. It is referred to as the median family income (MFI). As of December 11, 2012, MFI for the New York, NY HUD Metro Fair Market Rent (FMR) Area for a family of four was \$85,900. While the AMI may adjust from year to year along with inflation and changes in incomes, the income bands of eligibility (which are expressed as a percentage of AMI) would remain constant. The affordable housing program for the Project may be subject to adjustment to accommodate the requirements of any city, state, or federal affordable housing program utilized for this housing. Rent for all rental units introduced under the proposed project would be rent stabilized, and rent for the affordable units would be targeted at 30 percent of household income. See also response Comment 3A-5.

Comment 1-3:

The DSEIS is largely silent on the question of project need or why the project must be built and the goals it is supposedly meeting. This is directly relevant to the question of alternatives and available mitigation for the admitted unmitigated adverse impacts. ESD forgets that it must make findings for the MGPP and determine that the project meets the requirements of the UDC Act. Without an honest assessment of the project need there is no way to make that assessment. (DDDB)

Response 1-3:

The purpose and need of the Project has not changed since the publication of the 2006 FEIS. As stated in the 2006 FEIS, the overarching goal of the Project is to transform a blighted area into a vibrant mixed-use community. The Project aims to provide a state-of-the-art arena (completed in September 2012), necessary affordable and market-rate housing, first-class office space, publicly accessible open space, local retail and community services, a hotel (under one variation of the project program), a new subway entrance (completed in September 2012), and an improved rail yard. The Project's buildings would contribute to the Brooklyn skyline and the open space would connect the surrounding neighborhoods, which are currently separated by the open rail yard and a major avenue (Atlantic Avenue). With the removal of numerous blighted buildings on the project site and the completed construction of the arena and new transit entrance on the project site, the Project has begun to realize some of these goals. The SEIS has been prepared pursuant to the Order of the Supreme Court for New York County to examine the potential environmental impacts of a prolonged delay in the completion of Phase II of the Project. The supplemental environmental review process will be integrated and

coordinated with ESD's decision-making process under the Urban Development Corporation Act (UDC Act).

Comment 1-4: The first General Project Plan had indicated that the market-rate housing would be built first, prior to the construction of the affordable units. I have not read anything in the most recent document that would lead me to believe that this sequence will change. (Granville-CB8)

Response 1-4: The statement in the comment is incorrect. The first residential building presently under construction – B2 – is 50 percent market rate and 50 percent affordable. The GPP has and continues to indicate that the Project will generate at least 2,250 units of affordable housing on site for low-, moderate- and middle-income persons and families, and at least 30% of the units built on the Arena Block will be affordable. The balance of the affordable housing units will be built in Phase II; however not more than 50 percent of Phase II units will be completed without the completion of 50 percent of the Phase II affordable units. This is also described in Chapter 1 of the SEIS.

Comment 1-5: We need transportation, such as the rail yards. They're reducing the size of the rail yards so the trains cannot pull in all the way. That is not the agreement that we contracted for. (Staten)

Response 1-5: As described in Chapter 1, "Project Description," one of the components of the Project is to improve the LIRR Vanderbilt Yard (the rail yard). This includes first providing a temporary rail yard and maintenance facility to support rail operations for an interim period, and then constructing a new rail yard and associated facilities (such as an employee facility, access ramp, parking area, substation, drill track and storage area). All rail yard improvements are being undertaken in accordance with LIRR specifications. Construction of the temporary LIRR rail yard has been completed. Work in anticipation of the new LIRR permanent rail yard is underway. Contrary to the comment, a full-length train can currently and will continue to be accommodated fully within the rail yard.

Comment 1-6: The DSEIS should assess the potential for delay based on case study, and compare it to the delay of 15 years agreed to by ESDC and FCRC. (BrooklynSpeaks)

Response 1-6: The commenter's statement that ESD agreed to a "delay of 15 years" is not correct. The provisions of the relevant Project documents are summarized in Chapter 1 of the SEIS. Case studies involving prolonged construction are presented in Chapter 3C.

CHAPTER 2: ANALYSIS FRAMEWORK

Comment 2-1: The DSEIS states that it “uses the most recent version of the *CEQR Technical Manual*” as a general guide as to the methodologies used to evaluate potential impacts. The *CEQR Technical Manual (CEQR TM)* was updated on March 14, 2014 (2014 Edition). As currently drafted in the March 2014 SEIS, it is unclear which edition (2012 or 2014) is being referenced. At a minimum, Chapter 2: Analysis Framework, should indicate the edition that was used as guidance.

Note: The *CEQR TM* 2012 Edition was used as guidance for environmental reviews commenced between February 2, 2012 and March 14, 2014. The *CEQR TM* 2014 edition should be used for impact analyses commenced on or after March 14, 2014. In the case of impact analyses commenced prior to the release date that are not considered complete as of such date - through the issuance of a Negative Declaration, a Conditional Negative Declaration, or a Final Environmental Impact Statement - the lead agency should consider whether to supplement the impact analyses to reflect the methodology of the *CEQR TM* 2014 Edition, taking into account, as warranted, the scheduled time of completion of the environmental review under the applicable regulatory approval process. (MOEC)

Response 2-1: Comment Noted. Because the DSEIS was already in production at the time of the release of the 2014 *CEQR Technical Manual*, the DSEIS was prepared using the 2012 *CEQR Technical Manual*. After the release of the DSEIS, ESD prepared a Technical Memorandum to address the revisions to the *CEQR Technical Manual*. The Technical Memorandum is included in the FSEIS as Appendix F. The Technical Memorandum considers whether one or more analyses contained in the DSEIS should be revised in the FSEIS in light of the updated guidance set forth in the 2014 *CEQR Technical Manual*, evaluating the potential for those updates to affect the conclusions presented in the DSEIS. To the extent that updates to the *CEQR Technical Manual* required changes to the DSEIS, those changes have been reflected in the FSEIS.

Comment 2-2: There needs to be accountability at AY to direct storm water retention and sewer infrastructure measures with site-specific designs for all buildings.

The EPA's most recent studies from 2011 estimate 500 million gallons a year of Combined Sewer Overflows (CSO) discharges are now entering the Gowanus Canal, an increase of over 100 million more gallons compared with 2009. The problem will only be further exacerbated by the rapid over development in the area from non-FCRC projects, along

with Phase 2, and I believe it's important for the ESD to provide some detailed accountability on planned "sustainability" measures.

The ESD needs to reveal their metrics on analysis which purport that the frequency of CSO discharges from the "Gowanus Pumping Station to the Gowanus Canal would not significantly increase and the volume would decrease." I would also like to know the baselines used to determine sewer system infrastructure capacities and how this relates with projected increases in population density brought about by Phase 2 buildings, along with the myriad of other rezoned, large scale residential and commercial buildings in the nearby vicinity.

Finally, what happened to the planned sewage holding tank that was supposed to be built at Atlantic Yards and how sewage from Barclay is being managed when it sits in the most notorious sewer shed around that is already dumping millions of gallons of poo in the community every time it rains like today. (Aronowsky)

Response 2-2:

As discussed in Chapter 2 of the SEIS, continued development within the Red Hook Pollution Wastewater Treatment Control Plant (WWTP) drainage area (where the project site is located) may add demand for sewer infrastructure capacity. However, with ongoing New York City Department of Environmental Protection (NYCDEP) infrastructure improvements and recently enacted NYCDEP regulations, the sewer system would have the capacity to meet the demand from the Project, in combination with this continued development.

NYCDEP is continuing work to upgrade sewer infrastructure in the area around the Project, including upgrades to the Gowanus Canal Pump Station, which pumps sanitary and stormwater flows to the Red Hook Water Pollution Control Plant WWTP. Additionally, since the publication of the 2006 FEIS, the City released its Green Infrastructure Plan (NYC Green Infrastructure Plan: A Sustainable Strategy for Clean Waterways, 2010) which presents an approach to improving water quality by reinforcing public and government support for green infrastructure to control stormwater runoff, in addition to building targeted traditional infrastructure. A critical goal of the Green Infrastructure Plan is to manage runoff from impervious surfaces through detention and infiltration source controls. In support of this goal, in 2012 NYCDEP released a new stormwater performance standard: new developments applying for NYCDEP site connection approvals must design stormwater controls and apply BMPs so that the rate of stormwater flowing from the site to sewers does not exceed 10 percent of the allowable flow or 0.25 cubic feet per second, whichever is less. (Allowable flow is the stormwater flow from a development that can be released into existing storm or combined sewer based on the

drainage plan for the area and built sewers.) The intended result of this standard is to slow the flow of stormwater to the sewers in order to decrease the stress on the sewer infrastructure during rain events and to reduce the incidence of combined sewer overflows. The performance standard, which is applicable city-wide, is more stringent than what was analyzed in the 2006 FEIS; all buildings constructed as part of the Project would be required to conform to this standard.

Going forward, in the 20 years from the release of the 2010 Green Infrastructure Plan, DEP is planning for \$2.4 billion in public and private funding for targeted green infrastructure installations, as well as \$2.9 billion in cost-effective grey water infrastructure upgrades to reduce CSOs in the city overall. The City estimates that approximately 1.5 billion gallons of CSO flows will be removed annually by 2030 through the application of green infrastructure alone.

In terms of the Project, specifically, the potential for completion of Phase II of the Project at a later date under the Extended Build-Out Scenario would not obviate the Project sponsors' obligations for the provision of adequate infrastructure on and around the site, including water supply and sewer infrastructure and measures to control stormwater runoff. NYCDEP and the New York City Department of Buildings (NYCDOB) require that detention facilities be constructed prior to connection to the combined sewer and therefore each building will be designed to comply with NYCDEP Stormwater and Sanitary Management Requirements. As noted in the SEIS, many of the water and sewer infrastructure improvements required for the completion of the Project have been completed, including new sewer pipe installation along Flatbush Avenue, installation of a new water main on the west side of Flatbush Avenue, installation of a new trunk water main and associated distribution main along Atlantic Avenue, and the relocation of certain storm water drains and discharges. All of the stormwater and sewage minimization measures outlined in the Amended Memorandum of Environmental Commitments would be constructed as previously agreed upon, and the required stormwater controls and BMPs to minimize stormwater and sanitary flow would be brought on line as each Phase II building is constructed to satisfy the requirements of the aforementioned NYCDEP Site Connection Proposal for each building.

In addition, as described in Chapter 4F of the SEIS, the use of water conserving fixtures that exceed building code requirements, low impact development for stormwater design, and water efficient landscaping will likely be incorporated, as part of the goal of achieving a LEED silver rating for each building.

The metrics used to analyze projected increases in sanitary and stormwater discharges from the Project are provided in Appendix H of the 2006 FEIS. Infrastructure improvements required to meet projected increases in water demand and sewer discharges are outlined in Chapter 11 of the FEIS and in the MEC, which also details the proposed stormwater detention and retention measures.

To manage stormwater flow from the impervious surfaces associated with the Barclay's Arena site specifically, two interconnected storm water retention tanks were constructed underneath and adjacent to the Arena. There is a small, rectangular tank located on the west side of the building, adjacent to the foundation wall under the main entry plaza. The other tank, a much larger one, is located on the east side of the building under the 6th Avenue retail space. The tanks are connected via an equalizer line that spans the east-west length of the building within the foundation slab. The two tanks have a combined capacity of 388,568 gallons, which is sufficient to handle the Arena's stormwater flow in accordance with the building's NYCDEP site connection permit.

Comment 2-3:

ESD must consider the changed conditions since the previous EIS in 2006, in both the surrounding neighborhoods and the nature in which the project is being constructed. (DDDB)

Response 2-3:

The DSEIS did consider changed conditions since the 2006 FEIS. As described in Chapter 2, "Analysis Framework," for each technical area assessed in the SEIS, existing conditions in 2013 form a baseline from which future conditions are projected. The prediction of future conditions begins with an assessment of existing conditions because these can be measured and observed. The description of existing conditions for the SEIS, including changes in the surrounding neighborhoods since the 2006 FEIS, relies on the most current information and available data regarding the surrounding study areas.

Since approval of the Project in December 2006, a number of Project-related construction and design tasks have been undertaken (see Chapter 1, "Project Description"). These Project-related changes have become part of existing conditions on and around the Project site and have been incorporated into the baseline conditions for the various technical analyses in this SEIS.

In addition, the SEIS considers two proposed changes to the project program for Phase II since the 2006 FEIS: a proposed shift of up to approximately 208,000 gross square feet (gsf) of floor area from Phase I of the Project to Phase II of the Project, and a reduction of the number of parking spaces on the project site from 3,670 spaces as analyzed in the 2006 FEIS.

While it is possible that some or all of the buildings planned for Phase II would be constructed using prefabricated, or modular, construction techniques, the SEIS assumes that each building would be constructed using conventional construction methods, as such methods generally involve more on-site construction activity and would be the reasonable worst case scenario for the purpose of analyzing potential construction impacts. An assessment of construction using modular techniques is presented in Chapter 3M, “Modular Construction” of the SEIS.

Comment 2-4:

In our comments on the draft scope of work for the DSEIS, we took issue with the proposal that a completed Phase I should be assessed as a background condition. There is no contractual requirement that Phase I be completed before Phase II, and in fact the project sponsors have recently announced their intention to begin construction on the Phase II site before the completion of Phase I. The DSEIS nevertheless assumes Phase I will be completed before Phase II, and as such fails to assess or analyze the effect of overlapping construction between the two phases. (BrooklynSpeaks)

Response 2-4:

The SEIS has been prepared pursuant to the Court Order to evaluate the potential environmental impacts of a prolonged delay in the completion of Phase II of the Project.

With respect to potential operational impacts, the SEIS assumes a 2035 analysis year as the year Phase II of the Project would be completed (the Build Year) under the Extended Build-Out Scenario, as required by the Court Order. Since Phase I of the Project has been approved, the SEIS also appropriately assumes that by 2035, Phase I of the Project would be realized with or without Phase II of the Project. Therefore, because the scope of the SEIS conforms to the Court Order and focuses on the potential environmental impacts of a delay in Phase II, Phase I of the Project—including the Arena, other Project buildings west of 6th Avenue, the new roadway configurations for the area, and the parking plans for Phase I of the Project—are assumed to be part of the background condition for the 2035 operational analysis Build Year.

As described in Chapter 1, “Project Description,” the Development Agreement (among ESD and certain Forest City Ratner Companies [FCRC] affiliates) establishes the general legal framework for the Project and sets forth the contractual commitments among the parties, including those with respect to project construction schedules. Some provisions of the Development Agreement relating to Project construction are as follows:

FCRC must substantially complete a minimum of 1.5 million gross square feet of Phase I development (not including the Arena) not later

than 12 years after the Project Effective Date (i.e., by May 12, 2022), subject to specified force majeure provisions.

In addition to the 12-year outside date for substantial completion of most of the Phase I development, deadlines are imposed for the construction of individual Phase I buildings. Subject to specified force majeure provisions, FCRC must begin construction of (i) the first non-Arena building on the Arena Block within 3 years of the Project Effective Date (i.e., by May 12, 2013) (this obligation was timely met, with ground being broken for Building 2 in December 2012); (ii) the second non-Arena building on the Arena Block within 5 years of the Project Effective Date (i.e., by May 12, 2015); and (iii) the third non-Arena building on the Arena Block within 7 years of the Project Effective Date (i.e., by May 12, 2017), with certain rights to increase the time frames by up to 3 years in certain circumstances.

To comply with the Court's Order, specifically, to evaluate the potential environmental impacts of a prolonged delay in the completion of Phase II of the Project, the Extended Build-Out Scenario assumes the completion of the various Phase I elements according to the specified timeframes outlined above, and assumes Phase II of the Project would be built over a period of approximately 18 years from 2018 to 2035, with the possibility of certain Phase I elements overlapping with construction of Phase II. As described in Chapter 3A, "Construction Overview," under the Extended Build-Out Scenario, most of the Phase I construction elements are assumed to be substantially completed before the start of Phase II construction and are incorporated in the future background baseline. Building 1 and Site 5 may be constructed anytime during the overall construction period and could occur during Phase II construction. Accordingly, for each of the various technical areas analyzed, the SEIS either takes into account the effects of the operation of Building 1 and Site 5 as background conditions or the possibility that there may be an overlap between the construction of these buildings and the Phase II construction, depending on which condition would represent the reasonable worst-case relevant to that technical area. Therefore, the DSEIS studied the concurrent construction of Phase I and Phase II buildings because Building 1 and Site 5 were assumed to coincide with the Phase II construction period.

Chapter 3A also explains that the three illustrative phasing plans analyzed in the SEIS are not intended to serve as a prediction of the exact schedule and sequence of the Phase II construction, but rather have been developed to illustrate how the timing of the construction of certain Project components may vary and to provide for a reasonably conservative analysis of the range of environmental effects associated

with a delayed build-out of Phase II. The three illustrative construction phasing plans serve as the basis of the construction impacts analyses because they provide a range of potential impacts within the envelope of the reasonable worst-case construction schedule under the Extended Build-Out Scenario. Based on these illustrative phasing plans, each technical analysis conservatively focuses on reasonable worst-case periods of peak construction to identify the potential for significant adverse impacts with respect to that technical area. For each technical area, the analysis accounts for intense periods of construction during which several Project elements are being constructed simultaneously.

It is important to note that neither the 2009 MGPP nor the SEIS would preclude construction of Phase II of the Project faster than the 2035 Build Year that is being used for analysis purposes in the SEIS to comply with the Court Order. The 2006 FEIS analyzed the potential impacts of the completion of both the Phase I and Phase II of the Project in a 10-year timeframe. The potential impacts from construction under this shorter, more intensive timeframe have been identified and mitigation measures to address those impacts have been included in the Project's Memorandum of Environmental Commitments. As per the Court Order, this SEIS supplements that analysis to assess the impacts of Phase II under an Extended Build-Out Scenario, and determines whether additional mitigation measures beyond those proposed in the 2006 FEIS would be required.

The recent announcement by the project sponsors of concurrent construction of Building 3 and certain Phase II buildings is reflective of a more speedy schedule for Project construction than the 25-year schedule studied in the DSEIS pursuant to the Court's Order, because the Court keyed its decision to the outside dates in the Development Agreement. The 2006 FEIS and SEIS when considered together, provide an environmental analysis of a wide range of scenarios – some condensed (with multiple Project buildings and other elements under concurrent construction) and some extended. While different sequences could happen, the environmental review that ESD has undertaken has captured a reasonable range of potential construction scenarios and associated impacts and devised measures to mitigate the impacts to the maximum extent practicable.

Comment 2-5:

The assumption that “none of the benefits related to Phase II would be achieved in the Future Without Phase II” is not supported. The benefits in question are for the most part affordable housing and open space. They are possible due to the opportunity for market rate development on a project site which has already been cleared and is in a desirable, gentrifying neighborhood of Brooklyn. Based upon the market analysis

presented in the DSEIS, it appears more likely that there would be demand for the site if the current developer left the project. That likelihood is borne out by the fact that the site contained several recent market rate developments prior to project approval that were later acquired by Forest City Ratner and demolished to make way for Atlantic Yards. If demand is high and getting higher, the DSEIS should explain why is it reasonable to assume there will be no development on the Phase II site without this particular project. Conversely, with the understanding that the land comprising Phase II would be very likely to be developed in a future without Atlantic Yards, the delay of the Atlantic Yards project becomes more impactful. The DSEIS should, as we requested in our comments last year, study what would have been likely to be developed on the site based upon what we know now about the Brooklyn real estate market, and consider the land use and socioeconomic consequences of Forest City Ratner effectively warehousing the site. (BrooklynSpeaks)

[The DSEIS makes the] faulty assumption that existing blight would have remained for 25 years without the project, despite the rapid and escalating pace of economic and real estate development in the area. (Brooklyn Speaks)

Response 2-5:

With few exceptions, all of the lots on the Phase II project site are owned by ESD and the Metropolitan Transportation Authority (MTA) or the project sponsors. Most of this area cannot be redeveloped without concerted and coordinated efforts by ESD and MTA, and thus analogies to privately owned land that is being developed elsewhere pursuant to existing zoning are not applicable to the Phase II site. In addition, much of the Phase II site is zoned for low-density manufacturing use and would have to be rezoned by the City if residential uses (including affordable housing) were to be built in the absence of an ESD-sponsored project. Finally, much of the property is made up of a below-grade rail yard, requiring extensive infrastructure and support prior to development.

The SEIS analyzes the build-out of this area with the Phase II development (With Action Scenario) against a baseline of no development (the No Action or No Build Scenario) because this analytical approach provides a conservative baseline for identifying the impacts of a delay in Phase II construction, as required by the Court Order. The approach suggested by the commenter—assuming substantial construction activities in both the With Action Scenario and No Action Scenario—would result in the potential for fewer and less intense environmental impacts of Phase II construction, because the Phase II construction activities would be measured against a

background condition that also includes substantial construction. The approach suggested by the commenter would also under-disclose the environmental impacts of Phase II operation, because the operation of Phase II would be measured against a background condition that includes substantial development on the Phase II site.

Contrary to the suggestion of the commenter, the SEIS does not make any assumptions about what would have happened to the site if ESD, MTA and the project sponsors had not begun their planning efforts for the project site approximately 10 years ago. Speculation as to this counter-factual scenario is not required to analyze the potential delay in Phase II construction under SEQRA.

Comment 2-6: The DSEIS states that the NYCL Prospect Heights Historic District was designated in 2006, but in fact it was designated in 2009. (BrooklynSpeaks)

Response 2-6: The commenter incorrectly characterizes what is stated in the DSEIS. As noted in Chapter 2, “Analysis Framework,” “Since the 2006 FEIS, the NYCL Prospect Heights Historic District has been designated by the New York City Landmarks Preservation Commission, which defined the boundaries slightly differently than those analyzed in the 2006 FEIS. As a result, the CPP has been amended to include additional historic resources within the expanded boundaries of the Prospect Heights Historic District that are within 90 feet of the project site where construction activity associated with the Atlantic Yards project has or will occur. In a letter dated May 5, 2013, the OPRHP accepted the CPP revisions and found the CPP appropriate to protect historic resources. As per the updated CPP, future vibration monitoring will include these additional resources.”

Comment 2-7: The reduction of the capacity of the arena below grade, and the addition of loading dock elevators in 2009 have resulted in parking anticipated to be below grade in 2006, now being brought to grade on the arena block. Not only buses, but production trucks, campers, arena patrons, NBA staff, horses and generators have been located on the “pad” adjacent to the arena. The “pad” was created without any public notice even though parking at grade on the arena block was never disclosed in any environmental analysis. The sometimes noxious noise effects of the pad spill over to residents, including the back windows of residents on 6th Avenue. Its existence is an unanticipated construction-related impact and should be mitigated to the maximum extent practicable. (BrooklynSpeaks)

Response 2-7: The operation of the pad is an operational component of the Arena, not a construction-related issue or part of Phase II construction. The design

of Building 3 (part of Phase I of the Project and in the area of the pad) has not been finalized. As per the Court's Order, this SEIS has been prepared to assess the environmental impacts of delay in Phase II construction.

CHAPTER 3A: CONSTRUCTION OVERVIEW

Comment 3A-1: The developer has announced that construction on B2, B3, B14, B13, the arena and the permanent rail yard will occur this year. This construction sequence and timing in essence renders irrelevant the phasing assumed in the FEIS and the DSEIS. In theory, every building in the project may now be actively under construction at the same time and most surfaces in the footprint like the rail yard engaged as well. This may render assumptions of peak construction in both the FEIS and the SEIS moot.

The DSEIS assumes Building 1 and Site 5 may be constructed in an overlapping fashion with the project's second phase in relation to daytime construction worker traffic and pedestrian impacts, but looks at little else. The FEIS assumed the project's entire first phase would be complete roughly one to one and a half years following the arena opening, with the arena block buildings constructed in tandem with each other and at the same time as the permanent rail yard. The project's Phase II (east of 6th Avenue) was to be started following the completion of Phase I.

The new plans differ in total. At this time, no project buildings, with the exception of the arena, are complete, and the operating arena (with a temporary certificate of occupancy) generates enormous demand on pedestrian, traffic and parking facilities. Now FCRC has announced that the other buildings on the arena block may be constructed in a way that overlaps with what has long been assessed as the project's second phase. If the analysis in the DSEIS is not corrected, the project sponsor will have the flexibility to construct all of the buildings in the project's first phase overlapping with the project's second phase, without an assessment of environmental impacts. (BrooklynSpeaks)

Response 3A-1: The 2006 FEIS studied the impacts of an intense level of construction activity to complete both Phase I and Phase II of the Project over a 10-year construction period. For example, the 2006 FEIS Phase I peak activities included Arena construction, LIRR rail yard reconstruction work, Urban Room construction, transit connection activities, as well as construction activities for Buildings 1 through 4 and Site 5 (a total of 9 project elements being constructed simultaneously). The 2006 FEIS Phase II peak activities included Blocks 1120 and 1121 platform construction, construction of Buildings 5, 6, 7, and 15, and excavation

activities on Block 1129 (a total of 7 project elements being constructed simultaneously). The DSEIS was prepared to comply with the Order of New York State Supreme Court dated July 13, 2011, which required an analysis of a construction schedule for Phase II extending considerably longer than was assumed in the 2006 FEIS (to 2035, the Phase II Substantial Completion date). Nevertheless, the project sponsors have consistently stated their intention of building the Project more rapidly, and their currently stated plans to begin construction of Building 3 this year and multiple Phase II buildings next year involves the construction of multiple buildings concurrently (a level of construction activity consistent with that analyzed in the 2006 FEIS), rather than one ending in 2035 (the Extended Build-Out Scenario analyzed pursuant to the Court's Order).

As described in Chapter 3A, "Construction Overview," the detailed construction-period analyses for Phase II under the Extended Build-Out Scenario considered three illustrative construction phasing plans that represent concentrated periods of construction as well as less concentrated but more continuous construction for an extended period of time. These illustrative phasing plans are not intended to serve as a prediction of the exact schedule and sequence of Phase II construction, but rather have been developed to illustrate how the timing of the construction of certain project components may vary and to provide for a reasonably conservative analysis of the range of environmental effects associated with a delayed build-out of Phase II. The three construction phasing plans served as the basis of analysis because they provide disclosure of the environmental impacts of prolonged construction of Phase II of the Project and would enable practicable mitigation measures to be identified. For each of the various technical areas, appropriate construction analysis years under the different construction phasing plans were selected to represent reasonable worst-case conditions relevant to each particular technical area, which can occur at different times for different analyses.

Under the Extended Build-Out Scenario, most of the Phase I construction elements are assumed to be substantially completed before the start of Phase II construction and are incorporated in the future background baseline in the DSEIS. Building 1 and Site 5 may be constructed any time during the overall construction period and could occur during Phase II construction. Accordingly, for each of the various technical areas analyzed, the DSEIS analysis either took into account the effects of the construction and operation of Building 1 and Site 5 as background conditions in assessing the environmental impacts of Phase II of the Project or accounted for the possibility that there may be an overlap between the construction of Building 1 and Site 5 and the Phase

II construction, depending on which condition would represent the reasonable worst-case relevant to that technical area. Accordingly, the DSEIS, where relevant to the analysis, assumed concurrent Phase I and Phase II construction activities, and the 2006 FEIS included an analysis of construction peaks involving the construction of multiple Project buildings and elements including concurrent construction both west and east of 6th Avenue.

The 2006 FEIS and SEIS together analyzed a reasonable range of scenarios that allowed ESD to identify the potential environmental impacts of the Project.

Comment 3A-2: The DSEIS does not explain how the arena will be operated while B1 is constructed. It also does not study the potential implications on pedestrians, bicycles and traffic as a result of travel lanes, sidewalks and arena egress being reduced for construction. (Brooklyn Speaks)

Response 3A-2: Building 1 is a Phase I Project element. The DSEIS examined the environmental impacts of a potential delay in the Phase II construction schedule. The 2009 Technical Memorandum specifically examined the potential logistical issues and environmental impacts of constructing Building 1 after the Arena opening. Chapter 3A, “Construction Overview,” and Chapter 3H, “Construction Transportation,” discussed the potential implications of any temporary curb-lane, sidewalk, or bicycle lane closures during Phase II construction. Similar to many other construction projects in New York City, temporary curb-lane and/or sidewalk closures would be required adjacent to any given Phase II construction site for varying lengths of time during construction. Maintenance and Protection of Traffic (MPT) plans would be developed for any temporary curb-lane, sidewalk, or bicycle lane closures and would be developed as each building is constructed to protect pedestrian safety and avoid traffic impacts. Approval of these plans and implementation of the closures would be coordinated with NYCDOT.

Comment 3A-3: The DSEIS does not provide a projected date for the development of certain platform and foundation construction, including the building of the platform needed for vertical development over the Vanderbilt Yard. (James)

Response 3A-3: Figures 3A-2 through 3A-4 and Tables 3A-2 through 3A-4 of the DSEIS show the illustrative construction schedules for each of the Phase II project construction elements, including platform construction activities over the Vanderbilt Yard, for the three illustrative construction phasing plans under the Extended Build-Out Scenario. Construction may proceed more rapidly or in a different order depending on market conditions and other factors.

Comment 3A-4: By extending construction of the rail yard and delaying most Phase I construction, the project sponsor has increased the demand for construction staging moving forward. The use of modular may also increase the demand for construction staging. At the same time, the ability of the project developer to identify areas inside the project footprint for construction staging has been reduced. By accelerating construction on block 1129, potential staging locations are further constrained. The likely result is the use of sidewalks and travel lanes for construction staging, including around the arena block where there is heavy demand for both.

Some potential construction sequences delineated in the DSEIS may not have construction staging. For example Construction Phasing Plan 1 (Figure 3A-6) does not have construction phasing on site. The DSEIS should detail which construction phasing plans have shortfalls in on-site construction staging. The DSEIS should assess how the shortage of construction staging impacts neighborhood character and continues to constrain connections between neighborhoods through extended sidewalk and lane closures. (BrooklynSpeaks)

Response 3A-4: Block 1129 and the bed of Pacific Street between Carlton Avenue and Vanderbilt Avenue would continue to be used for staging activities at the beginning of Phase II construction, although the use of Block 1129 for staging would diminish as the buildings and open space on Buildings 11, 12, 13, and 14 are developed. It is expected that the bed of Pacific Street between Carlton Avenue and Vanderbilt Avenue would continue to be used for construction staging until necessary to be used for open space construction at this location when the seven buildings on Blocks 1121 and 1129 are completed. In such cases, as is typical with construction projects in New York City, the staging and laydown of materials would occur within the building site and/or along the perimeters of the construction sites within delineated closed-off areas. MPT plans would be developed for any temporary curb-lane, sidewalk, or bicycle lane closures and approval of these plans and implementation of the closures would be coordinated with NYCDOT. These staging activities were taken into account in connection with the relevant analyses in the SEIS.

As discussed in Chapter 3M, “Modular Construction,” the MPT plan for Project buildings using the modular construction method is expected to be typical of an MPT plan for a building erected using the conventional method: the adjoining sidewalk and curb-lane may be temporarily closed at times during the construction period for staging. As with conventional construction methods, pedestrian flow would be maintained, to the extent practicable, via sidewalk bridges or temporary

sidewalks where a sidewalk closure is necessary. The differences in spatial requirements between modular and conventional construction are discussed in Chapter 3M, “Modular Construction.”

Chapter 3L, “Construction Land Use and Neighborhood Character,” assessed potential effects on land use and neighborhood character during the construction for Phase II under the Extended Build-Out Scenario. The land use and neighborhood character assessment for construction impacts examined the construction activities, including construction staging, that would occur on the site (or portions of the site) and their duration. The analysis concluded that construction of Phase II of the Project under the Extended Build-Out Scenario is not expected to result in significant adverse neighborhood character impacts in neighborhoods surrounding the Phase II project site; however, consistent with the 2006 FEIS, the DSEIS concluded that Phase II construction would result in significant adverse localized neighborhood character impacts in the immediate vicinity of the project site. During construction, the project site and the immediately surrounding area would be subject to added traffic from construction trucks and worker vehicles and partial sidewalk and lane closures. These impacts would be most pronounced on Dean Street, Pacific Street, and Carlton Avenue, where construction traffic and noise would change the quiet character of these streets in the immediate vicinity of the project site, and views of construction sites would extend for prolonged periods. While these impacts would be in effect for a longer period of time under the Extended Build-Out Scenario than what was contemplated in the 2006 FEIS, the impacts would be localized, would diminish as the Phase II project site is incrementally built out, and would not alter the character of the larger neighborhoods surrounding the project site.

Comment 3A-5: When we moved in, the project at Atlantic Yards was well underway and while we knew we would have to endure some construction and the many issues that come with it, there was an end in sight. We are now expecting our first child and the idea that we will essentially be raising our children within a construction site is not only less than ideal, but quite frankly, it is unacceptable. 25 years of construction means that from the moment our son is born until he leaves to make his own home, this project will still be ongoing. (Merker)

Response 3A-5: Comment noted. The DSEIS assumes a 2035 build year in compliance with the Court Order, and does not preclude a faster Project build-out. As discussed in the DSEIS, however, construction of Phase II of the Project under the Extended Build-Out Scenario will proceed in different areas of the Phase II project site at different time periods. No adjacent

residential building would be subject to proximate construction activities throughout the entire building period.

Comment 3A-6: New York City rules regarding noise, dust, vibrations and night work, are quite strict and explicit. But because this project is largely not subject to New York City rules regarding these environmental impacts, people who live within the impacted areas have little effective means of redress. (Buchbinder)

Response 3A-6: Contrary to the comment, Project construction is not exempt from New York City rules regarding noise, dust, vibrations and night work. Construction of the Project would be carried out in accordance with all applicable laws, regulations, and building codes. In particular, construction of the Project would include noise control measures as required by the New York City Noise Control Code and air emissions control measures, including compliance with the New York City Air Pollution Control Code, which regulates construction-related dust emissions. Project construction would be carried out in accordance with New York City laws and regulations, which allow construction activities between 7:00 a.m. and 6:00 p.m and allows longer hours by permit. If work is required outside of normal construction hours (i.e., night or weekend work), necessary permits would be required from the appropriate agencies (i.e., NYCDOB and NYCDEP). No night or weekend work would be allowed until such permits are obtained.

In addition, the project sponsors are obligated to implement various measures pursuant to the MEC (incorporated as an exhibit to the Development Agreement), including a number of measures to minimize the effects of Project construction on traffic conditions, noise, air quality, and other issues of concern in the surrounding area, thereby imposing more stringent rules on the Project than those imposed on most other construction projects in New York City. The measures outlined in the MEC will continue during Phase II construction. Further, a number of adjustments proposed by ESD and HDR will be incorporated into the MEC to improve the environmental compliance program.

Comment 3A-7: My neighbors and I have become de facto oversight of this project and the operation of the arena. . . This is not our job. This is the job of the ESDC and it should be a job for an independent oversight body. (Reschre)

FCRC should step up and embrace an "Independent Compliance Monitor!!" so residents do not have to be documenting and reporting on impacts that affect their quality of life! (Bailey)

A motivated and impartial environmental monitor on site must oversee construction for the State. The project cannot be overseen from a distance. (DSBA)

ESDC has the ability to appoint some kind of group that can monitor the construction. That is your job. (Koteen)

We would like impartial construction monitoring. (Heda, Lu-Heda, Johnson, Puca)

It is long past time for motivated and impartial construction monitoring. (Anonymous1)

We need to appoint an oversight board and monitor. (Puca)

In spite of the Monthly Atlantic Yards Cabinet Meetings, a lot of the monitoring that should have been done by the Empire State Development Corporation (ESDC) was done by the residents themselves. From this point forward, for the next twenty-plus years, I think it is important that ESDC take a much more active, hands-on approach to oversight of this project. An official oversight committee, made up of local residents appointed by our elected officials, would be a step in the right direction. (Granville-CB8)

Please appoint an oversight board that includes long-time residents and community leaders. (Friend)

I am asking you to please support the efforts to have a dedicated public development corporation to oversee all aspects of the Atlantic Yards development. It is my sincere belief that going forward, such oversight is the only way to ensure that the promises made by the developers of the project are kept, and that the numerous negative impacts associated with this gargantuan development are minimized as much as possible. (Callender)

An independent public development entity would also provide the local community with an avenue of construction oversight which has been sorely lacking to date. (Freidson)

We need impartial and motivated construction monitoring. (Capozzi)

Independent oversight of the project would help mitigate concerns about overnight construction noise and pollutants from frequently idling construction-related trucks. (Dalton)

The oversight entity has to have some teeth. It has to have a slightly adversarial feel with the parties involved, Forest City Ratner and the ESDC. Work together but it's somewhat adversarial. (Ettinger)

The lack of presence from oversight during nighttime work has shifted the onus of response to the community who must follow up on their

own. And for the community, getting concerns validated can be difficult, especially if the decision to respond lies with the project sponsor or the contractor. The State should ensure there is a way for community concerns to be validated punctually. The new amended MEC should specify that within 24 hours of a community member's nighttime noise complaint, an impartial monitor will take the necessary steps to validate the community concern, and if valid take the maximum necessary steps practicable to mitigate the problem. (DSBA, BrooklynSpeaks)

The size, timeline, logistics, and complications arising from building on decking over the rail yards (adding challenges in its own right) demands impartial oversight so that the neighborhood can function in a somewhat normal way. (Greenfield)

The City and State has an opportunity to stop this harassment of Dean Street residents by appointing an individual or committee with true oversight. (Mann, C.)

Where were the "paid construction monitor(s)" during the construction of the arena and reconfiguration of the rail yards? If the monitors were around they would have observed the impacts and took action to remedy or even worse they weren't around enough! Why was it possible for the community to document well over 1,000 incidents and the monitors didn't find anything, because if they did then why didn't the impacts stop? Why did the community need to create the Atlantic Yards Watch web site to document well over 1,000 incidents and report the recurring daily construction impacts? The community does NOT get paid to monitor nor report nor follow up to ensure that the impact is not recurring the very next day! Isolated incidents they are not! The community commissioned the Sandstone Environmental Report because residents should not have to continually document and prove the inactions of the State, City, developer and the "paid construction monitors!" Now residents ask themselves, "Why should residents have to plan to continue to be the "unpaid construction monitors" for 15-25 or more years? (Bailey)

It is the State of New York's job to ensure FCRC and their contractors comply with environmental commitments. Unfortunately, for long stretches in the history of this project, the State has not had the ability, focus, and perhaps inclination, to understand its own project, most especially as it unfolds on the ground. Both the State and the developer depend on documentation gathered by FCRC's On-site Environmental Monitor to understand day-to-day construction at the site. But we have documented problems that extend over hours, days and weeks. We have no trust in the On-site Environmental Monitor system, or in fact any

system that relies on data generated by the developer and contractors, will effectively identify non-compliance. It is long since past time for impartial and motivated construction monitoring on site. In this DSEIS context, with the State acknowledging some adverse construction impacts may last for 25 years instead of 10, how can anything less be justified? (Krahes)

The DSEIS sugarcoats the performance of the OEM, and there are numerous examples of where obvious problems are identified by the community but are not identified by the OEM, or are responded to slowly. (Derryberry, S.) For example,

- The DSEIS states that HDR reports the construction site was connected to the electrical grid as early as practicable, but HDR states in its own reports the power grid was not made available until the year following the ground breaking of the arena. (Derryberry, S.)
- Until community members consistently documented problems, truck behavior at the site continued to be disruptive, and there was considerable idling. (Derryberry, S.)
- In September 2011, only hours before FCRC's OEM publicly stated protocols for trucks had been "significantly improved" at the construction site, a community member documented a large number of violations of protocols. (Derryberry, S.)

The Atlantic, the website, is a model for some aspect of the oversight we're seeking. I think it's terrible that we citizens have had to create that and work very hard at it. I also found it sort of frustrating that when I've used the atlanticyardswatch, I found so much to bring to the attention to the powers that be and so little that could be done. . . (Ettinger)

As a result of our community's oversight, it was identified the On-site Environmental Monitor (OEM) has rarely if ever monitored during extended hours work. (DSBA, BrooklynSpeaks)

The DSEIS should confirm that the OEM and the MEs are assigned full-time to ensuring compliance with the MEC, or if they are not, describe their other duties and the hours per week those other duties require. (BrooklynSpeaks)

All types of traffic lights including stop and street lights knocked down. Tearing down and changing of traffic signs to enable illegal parking by construction workers.

Throughout the build of the arena and the work on the Vanderbilt Yards, we in ground zero suffered unrelenting adverse effects including

late night construction; early morning construction; noise; dust; noise; trucks idling; all-night-lighting even when work was not being done. As bad as these effects have been, the lack of a compliance monitor and review board gave us no remedy. Beyond that, with many steps in the process, the builders (FCR and ESD) started as bad neighbors. Noisy generators without sound-proofing that ran all day and night ultimately were improved - but it took unrelenting work on the part of the residents to force action. Pile driving was the same. The issue that comes back again and again is need for a compliance monitor with teeth, who can act quickly. If good fences make good neighbors, with this process, a strong monitor might at least result in some state-of-the-art building techniques to be used; promises to be kept; and the mitigation of significant adverse effects. (Mann, J.)

The once high quality of life on Dean Street is plummeting due to lack of oversight and carelessness of those being allowed to build these monstrosities in my neighborhood. (Mann, C.)

On occasions, construction went on well past the time we were told it would cease. The air quality was noticeably worse. Streets were sometimes closed and traffic re-routed without notice. Pacific Street between 6th Avenue and Carlton Avenue became visibly dirtier, and I personally witnessed Barclays Center construction workers littering the block with debris as they traveled to and from the work site, as well as during their lunch. . . (Callender)

Response 3A-7:

As described in Chapter 3A, “Construction Overview” of the DSEIS, the project sponsors are obligated to implement a wide variety of measures pursuant to the MEC, including a number of measures to minimize the effects of Project construction on traffic conditions, air quality, noise, and other issues of concern in the surrounding area. As discussed below, these obligations are monitored and enforced by responsible professional staff reporting to the project sponsors and ESD.

The project sponsors have assigned an On-site Environmental Monitor (OEM) to oversee, enforce, and document compliance with the construction-related requirements set forth in the MEC. The OEM staff consists of one lead OEM and two mitigation engineers (MEs) employed by the project sponsors’ contractor, McKissack, to assist with the enforcement of the MEC.

In 2007 ESD retained a technical consultant, Henningson, Durham & Richardson Architecture and Engineering, P.C. (HDR), in the role of an MEC compliance monitor, to coordinate with the project sponsors’ OEM and monitor compliance with the MEC. HDR is a well-respected architectural and engineering firm, employing 8,500 professionals working in 200 locations around the world. HDR is licensed to practice

engineering in New York State and brings to the Project HDR staff holding professional engineering licenses with significant training and experience in environmental engineering and construction management. The HDR staff engaged in the monitoring effort has included air pollution engineers and analysts, noise specialists, hazardous materials remediation professionals, traffic engineers, and staff familiar with the construction methods and equipment used at the Project site. In total, approximately 19,000 hours of HDR's professional time have been spent in their monitoring responsibilities for the Atlantic Yards Project.

In addition to the OEM staff and ESD's MEC compliance monitor, a Community Liaison Office (CLO) was established per the MEC to provide a direct point of contact between the local community and the project sponsors during the construction of the Project. The CLO opened in February 2007. Informational signs about the CLO have been posted around the project construction site to inform the community of the purpose, location, and contact information of the CLO. Information about the CLO and how to make inquiries is also listed on the Atlantic Yards website, and has been from website inception. Additionally, the CLO uses the Atlantic Yards website to send out email notifications to the community and to post updated construction information.

The CLO has a rotating staff with at least one person on-site each day, from Monday to Friday, 9 AM to 4 PM. There are three direct ways to contact the CLO: visit the CLO office during normal business hours, call the toll-free number (866-923-5315), or email communityliaison@atlanticyards.com. Infrequently, the CLO was not physically staffed on site as a result of office movements and activities. However, the public was able to access the CLO via email or phone during those times. To date, of the approximately 1,750 of communications received by the CLO office, approximately 113 construction-related complaints have been registered with the CLO. Generally, the CLO has responded to inquiries within 24 hours of receipt. These approximately 113 complaints included 25 related to nighttime noise, 16 related to utility service outages, 13 related to construction trucks, 8 related to rodents, 7 related to vibration, 7 related to garbage, 6 related to damage to property, 5 related to parking, 5 related to safety, 4 related to dust, 3 related to aesthetics, 3 related to construction workers, 3 related to snow removal, 2 related to air conditioners/windows, 2 related to night lights, 2 related to sidewalks, and 2 related to trees. It should be noted that certain of these complaints do not relate to potential non-compliance with the MEC. For example, the 2006 FEIS disclosed that nighttime construction activities would be intrusive even when carried out in accordance with the NYC Noise Code and other applicable requirements.

Since the commencement of Project construction, HDR has conducted more than 370 site visits (some during extended and night time hours for specific construction activities), reviewed Project documentation, held weekly coordination calls or meetings with the project sponsors' staff, and prepared weekly and quarterly reports of its findings relative to compliance with the MEC. In addition, HDR has reviewed look-ahead construction activity summary reports, plans for the maintenance and protection of traffic (MPTs), air quality monitoring logs, LEED certification checklists, and site logistics plans to allow for early identification of actual and potential non-compliance issues and the refinement of compliance strategies, and the development of measures to correct instances of non-compliance. HDR will continue to conduct site visits, including random site inspections, and review Project documentation as construction continues.

The MEC compliance program is among the first of its kind that has been imposed by ESD and is one of the first to be used by either a City or State agency in New York. As with any new initiative, there has been an initial learning period as the program has been implemented. Recognizing that there were incidents where non-compliance was experienced in the early stages of construction, once the Arena was completed, ESD, with the assistance of its consultant undertook an assessment of the effectiveness of the program.

As part of this review, HDR reviewed its quarterly construction reports and further reexamined in detail the project sponsors' compliance with the construction-related requirements of the MEC. HDR advised ESD that the project sponsors were generally in compliance with those requirements. In the areas that the project sponsors were not fully in compliance, HDR noted that prompt action was generally taken by the project sponsors to address the non-compliance issues. However, HDR noted that improvements could be made to processes and protocols to improve compliance with the MEC program. HDR's assessment has resulted in further refinements and adjustments to the MEC program, which will improve compliance going forward, as described in Chapter 3A, "Construction Overview." The compliance measures outlined in the revised MEC will be required for all future Project construction. In addition, after publication of the DSEIS, the project sponsors have agreed to pursue the services of a qualified outside engineering firm or construction management firm to serve as the OEM for the Project pursuant to a scope to be reviewed by ESD and that thereafter, the OEM function would not be moved in-house without prior approval by ESD.

In response to public comment, HDR has carefully reviewed the approximately 1,000 reported incidents on the Atlantic Yards Watch

web site by examining the information available for each incident, including the incident description and the supporting materials for some of the incidents (i.e., photos, videos). It should be noted that some reported incidents could involve multiple categories of non-compliance (i.e., one single incident has the potential to be MEC non-compliant for both air quality and noise and would therefore be considered to result in two potential incidents of MEC non-compliance). HDR determined that more than half of the approximately 1,000 reported incidents were not associated with Project-related construction activities. For example, there were a large number of reported incidents involving Project-related operations, such as tour bus and limousine idling and illegal parking. The remaining number of reported incidents of potential MEC non-compliance includes approximately 202 related to construction trucks, approximately 103 related to construction noise, approximately 100 related to air quality, approximately 65 related to vibration, and approximately 28 related to rodent control. To put these numbers into perspective, an immense amount of work has taken place at the project site over the past few years. According to the 2006 FEIS analysis, the construction of the Arena alone involved approximately 45,000 truck trips and the utilization of a large number of pieces of equipment performing thousands of operations. Assuming that all of the incidents reported on the Atlantic Yards Watch website represent MEC violations, such violations would represent a tiny fraction of the work conducted at the project site. It should be noted that many of the reported incidents do not necessarily constitute a violation of the MEC. For example, construction trucks may use local streets to drive to the construction site from DOT-approved truck routes; some of the truck incidents involved appropriate truck movements in the vicinity of the site. Similarly, perceptible construction noise is acknowledged in the 2006 FEIS and SEIS as likely even with the application of MEC measures, and the 2006 FEIS also disclosed that during Phase I of the Project, significant construction activities would often occur during evenings and weekends.

Details regarding compliance with the MEC measures for noise, air quality, truck protocols, and rodent control are described in further detail in the responses to Comments 3A-9, 3A-10, 3A-12, and 3A-13 below.

As is the case on all large urban construction projects, construction activities can be intrusive, even when the activities are performed in accordance with all applicable regulatory and project-specific requirements. While there may have been MEC non-compliance incidents not reported to the CLO, the ESD community liaison, or on the Atlantic Yards Watch web site, based upon the number of reported

incidents, the advice given to ESD by its environmental compliance monitor, and the level of effort that has gone into the compliance monitoring, ESD believes that, the measures that it put into place in 2009 have succeeded in assuring that construction activities have been performed in substantial compliance with the MEC. Nevertheless, a number of adjustments proposed by ESD and HDR will be incorporated into the MEC to further improve the environmental compliance program (many of which are refinements to the requirements that are already in the MEC). Additional and refined measures to improve the compliance program as the Project goes forward are described in Chapter 3A.

Finally, ESD suggests that the community should in the future present their concerns directly to the CLO and/or the ESD community liaison for an efficient and direct response. Neither the OEM nor ESD utilize the Atlantic Yards Watch web site as a means to monitor MEC compliance.

Comment 3A-8:

The Program Improvements described in the DSEIS tweak existing oversight and monitoring mechanisms under the same oversight structure that has failed to hold the developer accountable in the past. The DSEIS must acknowledge this failing, and compare environmental compliance with other projects that are overseen by dedicated subsidiaries whose boards include outside directors appointed in conjunction with local elected officials, ensuring that community concerns are represented in project policy and decision-making. (DSBA)

The DSEIS details the oversight structure (including MEC components like the Construction Protection Plan and the Construction Air Quality Measures mitigation plan) as a means of describing how compliance is monitored and enforced. It also details “Program Improvements,” some of them in response to problems the community identified for the State. The “Program Improvements” do not remove the dependence of the State on the project sponsor for information about conditions on the project site. The following problems with construction oversight must be taken into consideration in the environmental analysis of the DSEIS because they support the notion the State is not empowered enough, or chooses not to enforce FCRC’s requirement in the Development Agreement to comply with the MEC: 1) There have been gaps in staffing and plans; 2) ESDC relies too heavily on FCRC and contractors to report on compliance; 3) FCRC and the contractors are not reliable; 4) the OEM office has not been compliant with the MEC [While the DSEIS describes the OEM as “developed in compliance” with the MEC, it is likely the OEM office was not in compliance with the CAQM (part of the MEC) until, apparently, the CAQM was updated

following the arena opening. The FCRC employee with the title of OEM has an office elsewhere and works on other projects. Instead, the OEM has been staffed by two employees of a contractor, not FCRC.]; 5) FCRC's Community Liaison has not been responsive or effective; 6) Penalties for non-compliance are implemented with a delay and are nominal. (DSBA)

The DSEIS acknowledges some construction-related activity has not complied with environmental commitments and that construction oversight has been flawed. It does not state non-compliance has been minimized to the extent that is possible. As part of our comments on the draft scope for the SEIS, BrooklynSpeaks included "Evaluation of Construction Air Quality and Noise Commitments and Mitigations, Atlantic Yards, Brooklyn, NY," prepared by Sandstone Environmental Associates for the Prospect Heights Neighborhood Development Council in June 2012. The report prepared by Sandstone was based on quarterly reports provided by Empire State Development Corporation, some of which (it was discovered after the report's release) had been edited prior to being provided to Sandstone, incident reports submitted by nearly 100 separate community members to the website Atlantic Yards Watch, and a construction log kept by the Dean Street Block Association that predates the website. Nearly 1,000 construction-related incident reports were filed on Atlantic Yards Watch in the period between its founding in mid-2011 and the opening of Barclays Center in September 2012. Documentation of non-compliance with the MEC has continued since. The DSEIS describes the oversight structure as a means of describing how compliance is monitored and enforced. It also details "Program Improvements," some of them apparently in response to recommendations made in the Sandstone report. However, the "Program Improvements" do not remove the dependence of the State on the project sponsor for information about conditions on the project site. The following problems with construction oversight should also be taken into consideration in the environmental analysis of the SEIS because they support the notion ESDC has at times chosen not to enforce FCRC's compliance with the MEC:

- There have been many gaps in staffing and plans.
- Construction oversight is more complex than the FEIS anticipated.
- ESDC relies too heavily on FCRC to report on compliance with environmental commitments.
- FCRC's Community Liaison has not been responsive or effective.

The DSEIS presents no explanation for why oversight mechanisms defined in various project agreements were not followed or sufficient. The Program Improvements described in the DSEIS tweak existing oversight and monitoring mechanisms under the same oversight structure that failed to hold the developer accountable in the past. The DSEIS must acknowledge this failing, and compare environmental compliance with other projects that are overseen by dedicated subsidiaries whose boards include outside directors appointed in conjunction with local elected officials, ensuring that community concerns are represented in project policy and decision-making. (BrooklynSpeaks)

The Construction Overview chapter notes that ESDC and FCRC have implemented “many” of the mitigations in the MEC. The DSEIS should list which measures described in the MEC have not been implemented, explain why they have not, and describe any negative consequences resulting from the omission. (BrooklynSpeaks)

Response 3A-8:

The oversight mechanisms put into place in the MEC have been successful. The vast majority of construction activities have conformed to the MEC. As noted in Response to Comment 3A-7, the number of non-compliance incidents represents a small fraction of the total amount of construction activities that have occurred at the Project site, and are not indicative of significant deficiencies in the oversight program. Nevertheless, a number of adjustments proposed by ESD and HDR will be incorporated into the MEC to improve the environmental compliance program. The compliance measures outlined in the revised MEC will be required for all future Project construction. Additional and refined measures to improve the compliance program as the Project goes forward are described in Chapter 3A.

Comment 3A-9:

For two weeks at 6th Ave and Atlantic Ave there was "night time work" that started at 10pm until 6am with the constant 'beeping' from construction vehicles, blaring lights and digging/banging noise that keeps residents up all night long! IT IS NEVER ENDING!!! (Bailey)

Minimize nighttime work. Make public a detailed log of actual nighttime work. (Anonymous1, Heda)

[During construction of the arena] I wound up taking sleeping pills every night simply to improve my chances at falling back to sleep each time I was awakened. My health and sanity and that of all the people who call this neighborhood home, shouldn't be made to suffer... FOR YEARS... because a developer is trying to keep a schedule or save a buck. (Lopezina)

There have been extended periods when the construction went on well into the night, sometimes as late as 3:00 in the morning. (Freidson)

I have complained about the noise many times to no avail as nothing is ever done about it. (Jacobs) When the big bright stadium like lights are on it floods my room with so much light it is impossible to sleep. (Jacobs) That coupled with the noise of building works and digger trucks that go on till late at night and often all through the night is so invasive and so noisy that even when using the best earplugs on the market I can still hear the noise extremely loudly. This constant noise has really affected my quality of life as I am unable to sleep and it affects how I operate on a daily basis. (Jacobs)

The drilling, trucks, lights, and general construction noise is keeping us all up overnight. This has got to stop. My home faces both the LIRR rail yard and Atlantic Avenue. Both areas are prone to nighttime construction work. The amount of work at night must be reduced, and we need better noise attenuation for our windows. There is little monitoring, none of it transparent, of vibrations in our homes caused by the construction. My apartment actually shakes when they are out there. I don't think damage to our homes is of much concern to the developer. (Hetsrony)

As a result of our community's oversight, it was identified the On-site Environmental Monitor (OEM) has rarely if ever monitored during extended hours work. (DSBA, BrooklynSpeaks) The DSEIS details that the number of OEM staff will now be adjusted according to the level of construction activity, including any after-hour and/or weekend construction work, to ensure a proper level of monitoring coverage is maintained. (DSEIS, 3A-11). The DSEIS should detail specifically how much oversight is to be provided and who is providing it. The degree of staffing, the employer, and the amount of time required to be on site is not explained. The Sandstone Report recommends as a project improvement that nighttime work should be minimized, and that the State's Environmental Monitor and the OEM should visit the site during extended hours work one or more times per week using an unpredictable schedule. A log of extended hour work, including the time, type of work, etc., should be included in quarterly reports. The justification for the need for extended hours work should be documented, and the rationale should be part of the construction notices to the community. The Construction Noise Mitigation plans, like all plans and equipment standards used on site, should be updated when NYC and other relevant standards are updated.

The lack of presence from oversight during nighttime work has shifted the onus of response to the community who must follow up on their

own. And for the community, getting concerns validated can be difficult, especially if the decision to respond lies with the project sponsor or the contractor. The State should ensure there is a way for community concerns to be validated punctually. The new amended MEC should specify that within 24 hours of a community member's nighttime noise complaint, an impartial monitor will take the necessary steps to validate the community concern, and if valid take the maximum necessary steps practicable to mitigate the problem. (DSBA, BrooklynSpeaks)

The numerous incident reports filed by the community are not necessarily in conflict with the determination of HDR cited in the DSEIS that the project sponsor was "generally in compliance" with air quality related MEC commitments. "Generally in compliance" is not a quantitative term. We do believe the OEM and HDR were not aware of many of the construction-related problems at the site. This is a problem that DSEIS should analyze, not ignore. (BrooklynSpeaks)

Noise from construction vehicles and from the construction machinery is literally just 60 feet from my windows. Even with my heavy duty, double-paned windows closed it is too loud to carry on a conversation when it is going on. I have called in several 311 noise complaints, the most recent being in February 2014 when without any notice, the noise began at midnight and continued for more than 2 hours. More often than not, the 311 operator tells me that "NYC has no jurisdiction over the LIRR railyard" and although I am permitted to file a complaint, it does not appear ever to be acted on. The noise disturbs my sleep, but I cannot afford to replace my 12 large windows with windows that have better sound insulation. We shouldn't have to tolerate so much noise at such unreasonable hours for the next twenty years. And we should have effective oversight so that we have recourse to file complaints when the noise exceeds reasonable levels or spills into unreasonable time periods. (Freidson)

Response 3A-9:

As described in Chapter 3A, "Construction Overview," no regular nighttime work is expected to be required for Phase II construction except at limited times when foundation and construction work for the platform deck over the existing LIRR yard is required to avoid interference with yard operations of the LIRR. Extensive nighttime work was involved in the construction of the Arena and the reconstruction of the Carlton Avenue Bridge. The FEIS disclosed that nighttime construction activities would be performed and that they would be intrusive even when carried out in accordance with the NYC Noise Code and other applicable requirements. Noise generated during

nighttime construction activities does not necessarily constitute a violation of the MEC.

When work is required outside of normal construction hours, the proper approvals have been and would continue to be obtained from the appropriate agencies (e.g., DOB, DEP, NYCDOT, and/or LIRR, depending on the type and location of work to be done). In addition, a noise control plan is required to be developed and implemented. The Construction Noise Mitigation Plan (CNMP) would include such restrictions as a prohibition, where practicable, against placing generators at the property line and engaging in unnecessary loud activities at night. Further, to minimize noise during construction, where practicable and feasible, the project sponsors will be required to use sound-mitigated backup alarms on construction-related trucks and equipment used during extended nighttime work or nighttime modular deliveries.

As described in Response to Comment 3A-7 above, HDR has carefully reviewed the incident logs on the Atlantic Yards Watch web site and of the incidents reviewed, identified a total of approximately 103 reported noise incidents with a potential for MEC non-compliance. Some of these involve construction activities that would not constitute an MEC violation, such as nighttime work that complies with the MEC requirements. Other incidents do involve potential MEC violations by Project contractors. The 103 reported incidents included approximately 55 reported incidents of after-hour construction noise.

In addition, at ESD's request, the project sponsors have performed a review of the Notices of Violation (NOVs) that have been issued by city agencies with respect to the Project Site since January 2006. The project sponsors identified a limited number of construction-related noise NOVs that also amounted to MEC non-compliance. (In addition, two noise violations were issued in October 2012 and one in March 2013 relating to Arena operations.) The reported number of MEC non-compliance incidents on the Atlantic Yards Watch web site and NOVs represents a tiny fraction of the total amount of construction activities conducted at the Project site since 2007. The construction noise analysis included in both the 2006 FEIS and the SEIS examined the reasonable-worst case noise levels during construction and used conservative assumptions for the analysis. Therefore, the few instances of noncompliance with the MEC noise requirements would not affect the conclusions of the noise analyses for Phase II construction presented in the SEIS.

As discussed in Chapter 3A, "Construction Overview," HDR has found that the project sponsors generally complied with the noise requirements

of the MEC, including compliance with source controls and path controls specified in the New York City Noise Code, construction equipment location restriction, installation of appropriate noise mitigation barriers, and offer to provide double-glazed windows or storm windows and/or air conditioning units at eligible affected sensitive uses identified in the 2006 FEIS. Nevertheless, a number of adjustments proposed by ESD and HDR will be incorporated into the MEC to improve the environmental compliance program to meet the noise requirements of the MEC. Additional and refined measures to improve the compliance program as the Project goes forward are described in Chapter 3A. The effects of nighttime lighting are discussed in the Response to Comment 3A-13. Also see Response to Comment 3A-7.

Comment 3A-10:

A pattern of poor implementation of environmental commitments as they relate to air quality, combined with inadequate monitoring of fugitive airborne dust is a grave concern of our block association. The primary means of ascertaining compliance with the dust suppression measures is through daily spot inspections by FCRC's On-site Environmental Monitor and the Site Superintendents. Despite the oversight provided by the OEM, 192 individual incident reports citing air quality impacts, many of them associated with construction, have been filed on Atlantic Yards Watch since it was started in mid 2011.

Among the air quality related violations the community has documented that put us at risk are idling trucks, malfunctioning equipment, uncovered stockpiled materials and failure to mist unpaved surfaces. Unbelievably, it was the community, not the State, that identified there was no monitoring presence, and no air monitors, during virtually any extended hours work. (Derryberry, S.)

While the DSEIS states HDR found the project sponsors were “generally in compliance with the air quality requirements set forth in the MEC,” they also found a wide range of areas in which there was non-compliance. HDR found room for improvement, or problems with nearly all categories for which the project’s OEM is responsible to monitor. The DSEIS notes that in a review it was found the OEM and contractors did not always meet CAQM construction air quality requirements. If during the course of construction HDR and the State were unable to make the OEM follow the CAQM Compliance Plan requirements, the SEIS should detail on what basis it is to be expected there will be improved supervision in the future. The DSEIS also states that in October 2012, following the arena and Carlton Avenue Bridge openings, the Project Sponsors, ESD and HDR met “to identify strategies to better implement the requirements of the CAQM

Compliance Plan.” Among the improvements were improved contractor training and “modification to some forms.” In 2014 the CAQM Compliance Plan was updated “to reference the contractors and personnel working at the project site and to reflect current protocols and procedures.” The DSEIS should disclose whether (and how) staffing related to air quality compliance changed in the 2014 updated CAQM compared to the plan that was in effect at the time of arena construction. (BrooklynSpeaks)

There are numerous documented incidents of fugitive dust events on Atlantic Yards Watch. As the Sandstone report notes, fugitive dust emissions were the result of multiple sources: Vehicles that exceed the 5 mph speed limit (especially on Pacific Street); Malfunctioning equipment for extended periods of time; Lack of watering of unpaved surfaces; Failure to cover or mist stockpiled materials; Insufficient or absent dust suppression during demolition and construction; Failure to cover, mist, or otherwise contain stockpiled soil; Absent or inadequate spraying during loading of dry materials; Uneven wheel washing wheel-washing stations absent at some exits. (BrooklynSpeaks)

The Sandstone report notes that HDR found deployment of air monitoring equipment provided insufficient coverage at times. The community recorded the placement and timing of air monitors for several weeks in 2012 during a period of intense construction. The monitors were not regularly placed on a daily basis, and no monitors were placed during extended hours work, some of which entailed earth moving. Atlantic Yards Watch has numerous incident reports about fugitive dust events in which no air monitors were visible. The DSEIS should describe any changes in compliance procedures with respect to air quality monitoring that would indicate the issues noted by HDR will not recur in the future. (BrooklynSpeaks)

Despite the extraordinary amount of extended hours work during the phase of construction that included the arena, the temporary rail yard and the Carlton Avenue Bridge, apparently little or no air monitoring took place during extended hours work, because the OEM was not present during extended hours work. What solution does the DSEIS propose for capturing fugitive dust blown off the site when no OEM is present? (Brooklyn Speaks)

The Sandstone report recommends the following improvements in relation to air monitoring not included in the Project Improvements: Deploy monitors during extended hours work; Use more than three to five monitors where the work area is large or where activities are ongoing at multiple locations; Use a state-of-the art monitoring system with built-in data loggers that send information wirelessly to a computer

program that can evaluate the locations and wind data and identify which monitors are “upwind” or “downwind”; Install at least one permanent PM_{2.5} monitor to ascertain 24-hour and annual concentrations of PM_{2.5} in the vicinity of the work sites; and Set the audible alarm to also ring the cell phone of an employee who will respond to the monitor. The DSEIS should explain why these recommendations were not adopted. (BrooklynSpeaks)

Response 3A-10:

As described in Response to Comment 3A-7, HDR has carefully reviewed the incident logs on the Atlantic Yards Watch web site and of the incidents reviewed, identified a total of approximately 100 potential incidents involving reported activities that could involve noncompliance with the MEC air quality requirements. These 100 potential incidents of MEC non-compliance included approximately 88 related to fugitive dust, approximately 6 related to emissions reduction requirements, and approximately 6 related to the Community Air Monitoring Plan (CAMP). The number of reported non-compliance incidents on the Atlantic Yards Watch web site represents a tiny fraction of the total amount of construction activities occurring at the Project site since 2007. Moreover, given the limited number and nature of the reported incidents, the excess emissions resulting from these reported events were negligible. The construction air quality analysis examined the reasonable-worst case emission levels during construction and used conservative assumptions for the analysis. Consequently, the analysis was conservative in assessing increases in emission levels. Therefore, the few instances of noncompliance with the MEC air quality requirements would not affect the conclusions of the air quality analyses for Phase II construction presented in the SEIS.

With regard to air quality monitors, HDR reviewed the CAMP logbooks available on-site and found that PM levels were measured for 4,653 hours between June 7, 2009 and July 19, 2013, and were found to be below the CAMP action levels (imposed pursuant to criteria established by the New York State Department of Health) 99.8 percent of the time. Based on the information available to HDR, there were 16 separate events totaling 7.25 hours over this timeframe in which the monitors recorded PM₁₀ levels in excess of the 150 µg/m³ level specified in the CAMP (over a 15 minute period). Based on HDR’s observations and review of the visual observations recorded by the OEM in the CAMP logbook, HDR has advised ESD that the project sponsors generally investigated and when required, implemented proper corrective measures to address the monitored exceedances. Nevertheless, the project sponsors have procured five new particulate monitors with real-time alert systems to allow for quicker responses in the event that action

levels for PM₁₀ recommended by NYSDOH are reached during construction activities.

In addition, at ESD's request, the project sponsors have performed a review of the Notices of Violation that have been issued by city agencies with respect to the Project Site since January 2006. The project sponsors identified a limited number of construction-related air quality Notice of Violations that also amounted to MEC non-compliance.

HDR found that there were improvements to processes and protocols during the course of construction, which resulted in improved compliance. A Construction Air Quality Measures (CAQM) Compliance Plan was finalized and implemented before the commencement of major Project construction activities to provide the necessary strategies to meet the construction air quality requirements. However, HDR observed that a number of the provisions in the CAQM Compliance Plan were not being fully implemented. Subsequently, the CAQM was revised in March 2014 to be more detailed and defined so as to remove any ambiguity and improve the effectiveness of the Compliance Plan. For example, the CAQM was updated to require the OEM to perform a minimum of three daily spot inspections at the activity areas to confirm that the air quality requirements specified in the MEC are being met during Project construction; and the inspection checklist was updated to detail the OEM's responsibilities for each of the MEC requirements during the inspection walkthrough.

Further, a number of adjustments proposed by ESD and HDR will be incorporated into the MEC to improve the environmental compliance program to meet the air quality requirements of the MEC. Additional and refined measures to improve the compliance program as the Project goes forward are described in Chapter 3A. See also Response to Comment 3A-7.

Comment 3A-11: Our complaints extend back to early 2007 when asbestos abatement began in the Ward Bread Bakery properties. To date, no government entity has confirmed air quality monitoring was being executed at the time of that incident. (Derryberry, S.)

Response 3A-11: ESD is not aware of any request for documentation relating to air quality monitoring in connection with asbestos abatement. In review of ESD's monitoring records, there was a third-party air quality monitor on site during the asbestos abatement work. No violations by DEP or the New York State Department of Labor were found to have been issued related to asbestos removal at the Ward Bread building.

Comment 3A-12: Daily arrival of diesel powered trucks and equipment using non-approved truck routes or not using routes identified and agreed to in the first EIS by the ESD and FCRC; both always reply, "isolated incidents, sorry we can't do anything about it." (Bailey)

Atlantic Yards construction vehicles have blocked traffic on Pacific Street for over two hours, indicating that construction vehicles are not staging in the official staging area. (Bailey)

The constant deluge of chaotic arrivals of construction delivery/dump trucks; 95% use the SE corner of Pacific St & 6th Ave instead of official FCR staging area and illegally idle for hours on end; The most serious instances that affect the adjoining residents health is the illegally idling of the construction trucks from as early as 4am to 6am, that illegally idle for hours, beeping, blasting music, yelling, ALL next to the Newwalk a 171 unit family residential building on Pacific St between 6th Ave and Carlton Ave. One remedy available to the ESD should have used is to require FCRC to ban using the offending trucking contractor or vendors, it is well documented that the same trucking companies were never were banned and FCRC continues to use these truckers for B2 construction today. (Bailey)

Moving violations of construction vehicles approaching the project site are frequent. (Derryberry, D.)

Trucks idle early in the morning, waiting to get into the construction area (Phillips)

The DSEIS should recognize that for the experience of the community, especially those areas where truck violations repeat, the experience is a pattern. The DSEIS should then propose measures which would improve compliance with truck protocols across the scope of the project site. (BrooklynSpeaks)

Response 3A-12: As described in Response to Comment 3A-7 above, HDR has carefully reviewed the incidents logs on the Atlantic Yards Watch web site and of the incidents reviewed, identified a total of approximately 202 reported incidents involving activities that could involve non-compliance with the MEC truck protocols. These 202 potential MEC non-compliance incidents included approximately 144 incidents where construction trucks reportedly queued or idled in areas other than the designated area on Pacific Street and approximately 58 incidents where construction trucks reportedly did not use DOT-approved truck routes. It should be noted, however, that construction trucks may use local streets to drive to the construction site from DOT-approved truck routes; some of the truck incidents involved appropriate truck movements in the vicinity of the site. It should also be noted that construction trucks that require the

continuous use of their engines to operate (e.g., concrete mixing trucks) are permitted to idle for more than three minutes on-site. In any event, even if all of the reported incidents were MEC violations, they would represent a small fraction when compared to the approximately 45,000 truck trips associated with Arena construction estimated in the 2006 FEIS.

During the course of construction, HDR worked with the project sponsors to improve truck protocols and contractor compliance with those truck management measures which resulted in improved compliance. For example, as described in Chapter 3A, "Construction Overview," some of the actions taken to effectively improve truck protocols included the installation of "No Idling" signs, the distribution of laminated truck protocol documents, and the employment of an additional flagger both at the entrance and at the egress point of the queuing area. Further, a number of adjustments proposed by ESD and HDR will be incorporated into the MEC to improve the environmental compliance program to meet the transportation requirements of the MEC. Additional and refined measures to improve the compliance program as the Project goes forward are described in Chapter 3A. Also see Response to Comment 3A-7.

Comment 3A-13: The rats are more prevalent with all of the construction. (Fields)

From 2007 through 2010 numerous complaints were filed about rodents located in the vicinity of demolition. At the time our block association kept a 311 log which we believe demonstrates that the location of the problems traveled with the work being done. As well as placing 311 calls, concerns about rodent abatement and an inability to get questions answered were raised directly with then ESDC President Avi Schick and FCRC Vice President Marianne Gilmartin. No response was given to requests for the mutually agreed to follow up meeting, so there was no follow up.

In May of 2011 the terror began. The surge in the rat population was huge, and residents feared the sidewalks after dark. Incident reports were filed on the Atlantic Yards Watch website for the entire area between 6th & Carlton and Bergen & Dean. Forrest Taylor of ESDC responded "There is no way to determine if the increased rodent population is being caused by construction of the arena." We pointed out the fact that while FCRC and ESDC may only be responsible for their property, cars parked on our block belonging to workers at the site were not being moved for alternate side street cleaning, the street remained lined with garbage, which in turn brought more rats and somehow no parking tickets. Eventually cans with lids were sponsored by FCRC for local residents and the problem subsided. It took no less

than four years and hundreds of hours on the part of the community, making ourselves be heard, in order to get the smallest outreach from the developer and their partners. Responding is how one builds good will, not by denying responsibility for the problem. (Bacon)

Rats have proliferated in the blocks between my building and the subway station and arena. I often see them, dead and alive, and the bait stations are ubiquitous along our building on Pacific Street. (Freidson)

Response 3A-13:

As discussed in Chapter 3A, "Construction Overview," public complaints were received during the second quarter of 2011 concerning increased rodent activities in the area of Sixth Avenue and Dean Street. In June 2011, in response to these complaints, the project sponsors scheduled a site inspection with HDR and representatives from the New York City Department of Health and Mental Hygiene (NYCDOHMH) to identify how the rodent control plan (RCP) could be improved. Some of the improvements that were put into place included the hiring of a second rodent control vendor to provide program oversight and suggest best management practices for each of the project sites, increased frequency of site inspections and improved reporting methods, assigning additional laborers to garbage pickup duties, and deployment of new garbage cans for workers that were designated as "food only" receptacles. Further, the project sponsors offered heavy-duty rat-proof trash receptacles to nearby residents. HDR observed improvements to rodent control during subsequent site inspections and found the project sponsors to be generally in compliance with the rodent control measures specified in the MEC.

Comment 3A-14:

Vanderbilt LIRR rail yards work has 24 hour a day high pressure sodium lights (as much light as a baseball stadium a mere 30'50' from residents windows most with small children) for months on end, the following article from the AMA reports, <http://www.myhealthnewsdaily.com/2750-light-night-health.html> "Lighting up the night is essential to a 24/7 society, but it may have unintended consequences for human health, doctors say. This week, the American Medical Association adopted a policy recognizing that exposure to excessive light at night, including lights from computer screens and other electronic media, can disrupt sleep, particularly in children and teens; years BEFORE the Atlantic Yards/Barclays Arena construction Vanderbilt rail yards was an active rail yard that NEVER needed this amount of light; the new specified amount of lighting is now required for construction operations and not emergencies. If wasn't needed before the Barclays Arena, why all of a sudden is it needed now? It is because of the rail yard construction for development, it is disingenuous to say otherwise. (Bailey)

Brutally high intensity lights were installed on the north side of the rail yards directly across from my windows. These lights are not pointed down into the yards and the ambient light is astonishingly bright. It is impossible to sleep with these lights on. I cannot sleep with blackout shades because I want my window open at night and when the shades are down, they also keep the fresh air out. Moreover, I only have blackout shades in one room, and I cannot afford to install shades in my second bedroom or my living room, so guests suffer when they stay with me. There must be a way to reposition the lights, or shield them from having so much ambient light escape up and away towards my apartment! (Freidson)

Residents along Pacific often are kept awake by the bright lights of the yard. The DSEIS should set a clear date for when these conditions will be improved and/or restored. (Dean Street Block Association)

Response 3A-14:

As described in Chapter 3F, “Construction Urban Design,” as per the MEC, any lighting on interim construction staging and parking areas must be equipped with directional lighting angled to limit light intrusion beyond the site, and must employ controls to reduce lighting during periods when the facility is not in active use, consistent with site security. Furthermore, any construction lighting on individual construction sites would be directional, and angled to limit light intrusion beyond the site itself. As described in Chapter 3A, “Construction Overview,” no regular night work is expected to be required for Phase II construction except at limited times when foundation and construction work for the platform deck over the existing LIRR yard is required to avoid interference with yard operations of the LIRR. However, MTA conducts routine rail work (unrelated to the Project) which may require nighttime lighting. As this routine yard work by MTA is not subject to the Project’s MEC, it does not operate under the same lighting limitations.

Comment 3A-15:

Discarded urine bottles or urinating in public, discarded food attracts rats, dumping of tires, dumping of various types of vehicle batteries, increases significantly with construction activity. (Bailey)

An untended consequence is interloping construction workers in the Dean St. children's playground when NO ADULT without a child is allowed; understandability child-minders and mothers are extremely reluctant to enter the playground and why should they have to find another far away playground to use? Interloping construction workers are usually smoking that also violates the NYC law prohibiting smoking on city property which is especially egregious in a children's playground. Construction workers using the children's playground as meeting space, lunch or breaks over runs residents and child minders;

even today with renewed complaints from local residents construction workers continue to use the playground. (Bailey)

Response 3A-15: The Project's construction workers are not exempt from City laws. To date, only 3 complaints related to construction workers have been registered with the CLO, and the CLO has responded to these inquiries within 24 hours of receipt. There are adequate sanitary facilities at the construction sites to serve the workers' needs.

Comment 3A-16: Removal of over 30 trees for construction with no firm commitment of re-planting schedule.

I am really dismayed to have read that just this week Forest City Ratner has asked to increase the short-term duration of the construction in the rail yards by approximately 15 months. So there to the trees that we were promised just a year ago after they ripped them out across the street from our building. There goes the eight-foot sidewalk that we were promised. (Freidson)

Many trees that we relied on for shade or better air quality have been cut and almost none of them to be replaced or just gone to further notice. (Derryberry, D.)

FCRC has cut at least 85 street trees and planted 12. Large swaths of the project are without shade trees. (Anonymous1)

Unless obstructions exist, new developments in NYC are required to plant a new street tree every 25 linear feet. Currently there are very few street trees on the perimeter of the second phase of the project. Forest City Ratner has cut 86 street trees on the project's perimeter, with plans to replace 116. In 2009 Forest City Ratner reduced from 33 to a likely 12, the number of street trees on the arena block perimeter, and shifted plans for 16 of those trees to the project's second phase plans. The DSEIS should detail a new plan with the new additional trees. The DSEIS should explore every possible opportunity to plant those trees at an earlier stage than what was planned for the project.

The DSEIS should take into account that numerous times the developer has run into foreseeable problems with the implementation of plans, with the result that benefits are reduced. The DSEIS should give a hard look at any plans the developer has for street trees and identify potential problems that may prevent their placement in the future, (for example because of rail yard infrastructure). It should work with the community to identify improvements on the project site as contingencies if problems with the original plans arise, including increasing the open space available and widening sidewalks. (DSBA)

We repeat request that the SEIS include analysis of the impact of tree removal, specifically:

- Whether the delay in planting trees would increase blight in the project area;
- Areas where planting of new or replacement street trees has been delayed;
- Impact of the delay of tree planting on open space, urban design and neighborhood character;
- Impact of the delay in terms of air quality with respect to pollution removal, carbon storage and sequestration as measured in both tons and dollar savings; Impact of the delay of replacement trees where trees were removed to allow for curb cuts to the interim satellite uplink lot and block 1129: and
- The cost value to the public of the delay in replacement of trees (based on DPR guidelines with the conversation assumption that tree replacement will occur upon project completion).

We call upon the project sponsors to re-evaluate construction plans to allow for the planting of trees at intervals around the perimeter at an earlier stage than what was originally planned for this project. Consistent with Department of Parks policy, the project sponsors should provide additional monetary restitution and seek an extension of the original permit. (BrooklynSpeaks)

On Pacific Street 20 street trees were recently cut and there is no commitment to restore them on a specific timetable as the community wishes. The DSEIS should set a clear date for when this condition will be improved and/or restored. (Dean Street Block Association) Apparently someone cut down the trees on Pacific and said they would bring them back but they haven't. (Jose)

Response 3A-16:

As described in Chapter 3F, "Construction Urban Design," street trees have been removed from the north side of Pacific Street adjacent to Blocks 1120 and 1121, and from the west and east sides of Sixth Avenue adjacent to the south-eastern portion of the Arena Block (formerly Block 1127) and Block 1128. As construction commences at each portion of the Phase II project site, existing street trees would be removed; upon completion of each proposed building, street trees would be provided along the perimeter of completed building sites consistent with DPR requirements and regulations. The new Project open spaces in the interim and permanent condition and the replacement street trees would incrementally enhance the pedestrian experience.

Comment 3A-17: FCRC's contractors have too often failed to comply with NYC laws and the environmental commitments the State has made. The DSEIS says the project sponsor is "generally in compliance" and yet over the years we have documented instance after instance of non-compliance related to noise, nighttime work, air quality, trucks, construction worker parking, sanitation, rodents, etc. (Heda, Lu-Heda, Johnson, Puca)

Forest City Ratner and its subcontractors continually and willfully ignore city and state laws that govern construction and environmental protection. (Collins)

The DSEIS, like the FEIS, assumes that the State provides adequate oversight to ensure the developer and contractor's compliance with applicable laws, regulations, building codes, as well as the Memorandum of Environmental Commitments. This has not been the case. The State has lost the confidence of the community in relation to the way it oversees construction impacts. We hope you will work with us to revise oversight so that the environmental impacts of construction are correctly understood and minimized. (Bailey)

Any community adjacent to a construction site depends on, and has a right to expect, compliance with environmental laws, regulations and commitments. In the case of Atlantic Yards, compliance with the Memorandum of Environmental Commitments is an integral part of the development agreements. And yet, extending all the way back to 2007 and asbestos abatement on Ward Bread Bakery, our community has documented patterns of violations, some serious, of environmental commitments and NYC law. We have been forced to take the extraordinary step of keeping a 311 construction log, and ultimately in 2011, creating a community-led initiative called Atlantic Yards Watch, as a means to getting our concerns addressed. In the life of Atlantic Yards Watch, over 1,000 incident reports from more than 100 community members have been filed, most of them accompanied by a 311 complaint and documentation of the incident. Many of these incident reports capture concerns related to residents' health, safety and property. (Krashes)

During the build out of the Arena we were forced to call 311 repeatedly and directed to even call 911 in order to get a response to violations of noise, light, air pollution, double/triple parked cars, idling trucks etc. Others will speak of specific promises broken and lack of accountability and lack of transparency and lack of community input...all of which are true... but what it boils down to is this: a fundamental lack of respect for our neighborhood. and that's what it is...it's our neighborhood. it's not collateral damage. it's where we live. where our kids play baseball, practice soccer, go to school. We have a right to those sidewalks being

kept clear so our kids don't have to walk in the street to get around cars. We have a right to have our trees replanted—we are still missing 70 of them. We have a right to a certain level of compliance...compliance to guidelines and laws governing noise and air pollution. (Stern)

Response 3A-17:

The project sponsors and their contractors are not exempt from federal, state, and city laws. At ESD's request, the project sponsors have performed a review of the NOV's that have been issued by city agencies with respect to the Project Site since January 2006. The project sponsors identified a large number of NOV's relating to the elevators and boilers of the former and existing buildings on the project site, and a smaller number related to paperwork violations and site conditions. Very few were construction-related NOV's that also amounted to MEC non-compliance. The review identified a limited number of violations related to rodent control, noise, perimeter sidewalk conditions, and air quality. The limited number of NOV's issued with respect to construction activities is not indicative of the project sponsors' willful ignorance of federal, state, and city laws nor will ESD support such behavior.

CHAPTER 3C: CONSTRUCTION SOCIOECONOMIC CONDITIONS

Comment 3C-1:

Because ESDC's primary justification for the project was the removal of this [blight] condition, the SEIS should have studied the impacts of delaying its achievement by 15 years or more. . . In fact, the impact of the project so far has been to expand the blighted area by destroying well-maintained, in some cases historic, buildings in the project's footprint and by increasing the cost of development in some areas. Some sidewalks are in a worse state than before, there are fewer street trees, and the view of much of the project site is undeveloped lots and poorly maintained fencing. (Brooklyn Speaks)

Because the project began by demolishing whole blocks of a thriving neighborhood which included well-preserved and in some cases recently remodeled residential and commercial buildings and thriving businesses, the impact of the project has been to add to the blighted conditions of the neighborhood rather than to remediate them. The SEIS therefore cannot possibly be considered complete until it has analyzed the impact of the additional blight created by the project, as well as the substantial delay in remediating the blighted conditions that were originally promised. . . . The Project expands and prolongs the very blight that the project was allegedly designed to address. (Brooklyn Speaks)

The cornerstone to use Eminent Domain was "blight" (Public study July 2006) of the LIRR Vanderbilt Rail Yards! Now with the FCRC announcement of more delays of the platforming and asking for 15

months' delay in the required completion of a permanent rail yard, residents will still have a blighted condition for 15-25 or more years "that is characterized as blighted conditions that are unlikely to be removed without public action." (Bailey)

We now have gaping holes in our landscape where real people and real businesses once thrived. That was before Eminent Domain was abused for the personal gain of one man, Bruce Ratner, who then failed in every single way. (Francis)

Turning this neighborhood into an ongoing construction site for the next 25 (or even 10) years is outrageous. The Empire State Building was built in less than 18 months. This is an immense disservice to the community, it will tear the heart out of this neighborhood and I'm not convinced at all, that even in the long run, any of this is for the greater good. (Lopezina)

The principal benefit, purpose and use of the Atlantic Yards Project is to eliminate blight. The 2006 Blight Study states the project is finally the route to overcoming the cost of building a platform over the rail yard, a below grade gap that was key to declaring the area blighted. Now much of the second phase MTA property has been moved back in terms of development progress, with the cost of building over it increased. Instead of being completed in 2016, construction over the rail yards may now last until 2035, with a continuing risk it will not be completed. (Dean Street Block Association)

Response 3C-1:

ESD found the Project site to be in a substandard and insanitary condition in its 2006 Blight Study. The demolition of the buildings in that area, and the transformation of the area into a redevelopment site, did not create blight. The environmental impacts analysis presented in the DSEIS considers the present conditions at the project site and the incremental changes to those conditions as construction proceeds, and thus takes into account the existing and future conditions at the project site. For example, DSEIS Chapter 3F, "Construction Urban Design and Visual Resources," examines in detail the effects of a prolonged construction period on urban design and visual resources in the vicinity of the Project site. As per *CEQR Technical Manual* guidance, the chapter considers the totality of components that may affect a pedestrian's experience of public space, including streets, buildings, visual resources, open spaces, natural resources, and wind.

The DSEIS analyzes in detail the impact of current conditions on the Project site, including the open lot area, surface parking lot, and all other conditions on the Project site and adjacent sidewalk areas. These conditions, and the extension of them under the Extended Build-Out Scenario, are examined in detail in Chapter 3C, "Construction

Socioeconomic Conditions,” Chapter 3F, “Construction Urban Design and Visual Resources,” and Chapter 3L, “Construction Land Use and Neighborhood Character.”

The Project has already diminished blighted conditions on the Project site, enlivening the area with the opening of Barclays Arena, which draws visitors and employees to the Project site and surrounding area. The completion of Phase I of the Project will add residential, office, retail, and hotel uses to the Project site, and the Extended Build-Out Scenario would incrementally build out Phase II of the Project, further transforming the Project site and ameliorating blighted conditions, albeit at a slower pace than originally analyzed. Current site conditions on the Phase II site would gradually be replaced with a mixed-use community. In the interim, the sites would be maintained in a clean and secure manner, in accordance with the project sponsors’ obligations under the 2009 MGPP and the MEC.

Contrary to the commenter’s suggestion, the work undertaken by the project sponsors has not increased the cost of completing the new rail yard and platform. The project sponsors have invested substantial resources towards construction work on the new rail yard that reduces the cost of the future work required to complete the rail yard and build the platform.

Comment 3C-2:

This project was supposed to remove blight. That was the purpose of this project, the fundamental purpose to remove alleged blight that did not exist. And in this Draft SEIS the evidence is there that it never existed. That the ESDC hid information, kept information out that the area was on the upswing, which is the opposite of blight. (D. Goldstein)

This project was to eliminate blight. By your own SEIS, blight has been eliminated if it ever existed. (Carpenter)

The DSEIS contains many references to the expanding retail and residential economy in the study area. It should explain how its current assessment reconciles with the 2006 finding of blight, and whether the project’s goals could now be realized without a UDC project being necessary. (BrooklynSpeaks)

Response 3C-2:

The comments mischaracterize the methodology and conclusions of the 2006 Blight Study, which presented a detailed analysis of the blocks and lots that comprise the Project site. Neither the 2006 Blight Study nor the 2006 FEIS indicated that the neighborhoods surrounding the Project site were blighted or were experiencing downward trends in property values, residential population, or retail activity. The DSEIS indicates that the upward trends in the surrounding neighborhoods that were described in the 2006 FEIS have continued to date. At the time the 2006 Blight

Study was authored, there was a stark contrast between conditions on Project site Blocks 1127, 1128, and 1129 (the southern portion of the Project site) and development on adjacent blocks to the south and on blocks north of Atlantic Avenue in the northern part of the Atlantic Terminal Urban Renewal Area (ATURA).

Comment 3C-3: Particularly set back by the project in the vicinity of the rail yard are the west side of Vanderbilt Avenue between Atlantic Avenue and Pacific Street and Pacific Street between 6th Avenue and Carlton. Businesses resting on solid ground are now gone on that stretch of Vanderbilt, and a deep gap and rail tracks has replaced them. (Dean Street Block Association)

Response 3C-3: The 2006 FEIS analyzed direct business and institutional displacement on the Project site and concluded that the Project would not result in a significant adverse direct business and institutional displacement impact. The Vanderbilt Avenue block front between Atlantic Avenue and Pacific Street hosted two businesses (a gas station and an automotive services business) that have been displaced by the Project. These two businesses collectively employed an estimated 24 persons. The Pacific Street block front between 6th Avenue and Carlton Avenue hosted four businesses which collectively employed 11 persons at the time of the 2006 FEIS (two warehouse/manufacturing businesses, a mail order clothing business, and a cell phone import business). As described in Chapter 1, "Project Description" of the SEIS, the building that housed these businesses is still privately owned, and is believed to be used for storage/warehousing. These six businesses collectively employed a very small fraction of businesses and employment in the ¾-mile study area. The DSEIS assesses the environmental impacts of a delay in Phase II construction, including the impacts of an extended period in which the new building on Vanderbilt Avenue between Atlantic Avenue and Pacific Street would not exist under the Extended Build-Out Scenario for a longer period of time than was assumed in the 2006 FEIS. Chapter 3L, "Construction Neighborhood Character," examines the potential for interim conditions during an extended Phase II construction period to result in adverse impacts to the character of the area around the project site.

Comment 3C-4: The DSEIS finds that although there are significant adverse neighborhood character impacts extending from the project's construction, they are localized. It also states the impacts may last eighteen instead of six years. Designated blight in the same area justified the project in the first place. Now the project is being used to justify blight. (Dean Street Block Association)

Response 3C-4: The DSEIS finds that construction of Phase II of the Project under the Extended Build-Out Scenario would result in significant adverse localized neighborhood character impacts confined largely to Dean Street, Pacific Street, and Carlton Avenue. As noted in the DSEIS, no immediate area would experience the effects of the Project's construction activities for the full construction duration. Construction would be incremental; thus construction traffic, noise, and visual conditions would improve on portions of Dean Street, Pacific Street, and Carleton Avenue as construction progresses. The duration and timing of the significant adverse localized neighborhood character impacts would depend on the construction phasing. Contrary to the commenter's suggestion, the Project is not being used to justify blight. The Project's progress has begun and will continue to address the blighted conditions on the Project site identified in the 2006 Blight Study. See also Response to Comment 3C-1.

Comment 3C-5: The advent of the arena appears to have driven up commercial rents on Flatbush Avenue, which has led to the displacement of businesses, and as noted in the DSEIS, to an increase in retail vacancies. The DSEIS assumes the vacancies will be cured as a function of time, but it's not clear as of this date that the arena on its own has the ability to promote economic development for large numbers of local merchants, particularly since Barclays Center has been designed to internalize and capture demand by patrons for food and drink. The DSEIS should have considered more seriously and in more detail the impact the prolonged construction would have on surrounding businesses, and the impact of vacant storefronts on neighborhood character. Because removal of blight was such a central goal of the project, it should also have proposed mitigations to address the resulting blight. (BrooklynSpeaks)

Response 3C-5: Chapter 3C, "Construction Socioeconomic Conditions" presents a detailed analysis of the effects of prolonged construction of Phase II of the Project on socioeconomic conditions in the area. This additional analysis of socioeconomic conditions surrounding the Atlantic Yards project site indicates that Project development to date has not led to business or residential disinvestment in the ¼-Mile Study Area. Residential trends in the ¼-Mile Study Area have generally followed trends in the surrounding neighborhoods, with average sales prices and rents increasing. For most property types between 2003 and 2012, increases in average residential sales prices in the ¼-Mile Study Area outpaced trends in the ¾-mile Control Area surrounding the site. Retail corridors closest to the Arena site have experienced increased investment since the announcement of the Project. While retail vacancy has increased, based on discussions with brokers these vacancies are the

result of renovation of storefronts for new tenants rather than retail disinvestment. Overall, demographic trends, real estate and employment data, and discussions with brokers in the area indicate that ongoing construction on the project site has not resulted in any substantial negative effect on neighborhood conditions or property values in the ¼-Mile Study Area as compared with the ¾-Mile Control Area. Contrary to the commenter's suggestion, the Project has not created blight in the area surrounding the Project site.

Findings from case studies of other development sites in New York City that have experienced prolonged construction and/or periods of construction delay, including Riverside South, First Avenue Properties, Battery Park City, and MetroTech, are consistent with findings on the effects of the Atlantic Yards Project to date. The case studies indicate that prolonged construction—in some cases construction that lasted for decades and is still ongoing—has not led to decreased property values or other signs of disinvestment in the ¼-Mile Study Area compared with the ¾-Mile Control Area for each of the case studies. Across all case studies, demographic and housing trends indicate that population and income growth and residential property values in the ¼-Mile Study Area kept pace with or exceeded growth in the ¾-Mile Control Areas over the course of the analysis period. Trends in commercial office and retail rents and sale values also indicate that prolonged construction or periods of delay for case study developments did not have any detrimental effect on commercial property values in the ¼-Mile Study Areas compared with the ¾-Mile Control Areas.

Comment 3C-6:

The SEIS should have studied comparable projects involving prolonged development by a single developer extended over the course of two decades, to identify impacts likely to be suffered by communities surrounding the Atlantic Yards site. The case studies used as comparisons by the DSEIS are not in fact comparable developments, and therefore fail to provide meaningful basis for assessing the likely impacts of this project.

For example, the DSEIS examines the Riverside South project in Manhattan as a case study. However, that project, which was carried forward by multiple developers, was completed within less than 20 years of its start date. Because multiple developers built on the site, there was a relatively consistent level of development, rather than the incremental development with starts and stops expected to occur at Atlantic Yards due to the entire site being granted exclusively to one developer.

Significantly, Riverside South is more than three and a half times the size of the Atlantic Yards project, yet it was completed within 20 years,

while the Atlantic Yards project may take up to 25 years. Moreover, one long border of Riverside South is the Hudson River; unlike Atlantic Yards, the project was therefore not located in the middle of a residential neighborhood on all sides. The impact on residents of 20 years of construction was therefore likely much less than it will in the Atlantic Yards project.

Likewise, Battery Park City, at 92 acres, is much larger than Atlantic Yards, and like Riverside South, borders the Hudson River. There was very little residential use in the area prior to construction, so the impact of construction on existing neighborhoods and residents was obviously much less than in the situation of Atlantic Yards, where residential neighborhoods surround the project. Indeed, Battery Park City was built on landfill, so there really wasn't much of anything there at all before it began. And once again, multiple developers were engaged so that the project consistently moved forward.

The Metrotech project, developed by FCRC in combination with Polytechnic University, is also not comparable because its development took about 13 years, much less than is contemplated for Atlantic Yards. Also, unlike Atlantic Yards, there was little residential use of that site, which might legitimately be considered to have been blighted. That is not the case with the Atlantic Yards site, as explained previously.

First Avenue Properties, like Atlantic Yards, relied on a single developer. Unlike Atlantic Yards, however, the properties sold to the developer were former power generation plants and related facilities, not residential properties and retail businesses surrounded by residential neighborhoods.

The DSEIS acknowledges that this single developer ran into difficulty with the project and construction was suspended. Much of that site remains undeveloped and underutilized, and, based on the DSEIS description, appears to have caused significant blight in the area. Indeed, the DSEIS acknowledges a resulting negative impact on business in the surrounding area based upon an extended development schedule. The DSEIS specifically cites the "limited" retail landscape along First Avenue near the development sites and a "continued trend of low foot traffic" that "resulted in limited demand for retail and restaurants on First Avenue. As the sites have remained vacant, there continues to be limited retail and restaurants on this stretch of First Avenue." To the extent that this project is comparable, it highlights the possibility of a very bad outcome for the Atlantic Yards project and its surrounding communities. The DSEIS should have noted that, and considered the alternative of a multiple developer scenario that would

have drastically reduced the risk of comparable problems. (BrooklynSpeaks)

Response 3C-6:

As indicated in Chapter 3C, “Construction Socioeconomic Conditions,” the case studies were selected based on a number of factors including the duration of the construction period or construction delay, the vibrancy of the surrounding urban environment as indicated by a critical mass of residential and commercial uses within close proximity to the project site, and the availability of data on residential and commercial indicators. While, as acknowledged in the DSEIS, there are differences between the case study developments and the Project, the case studies and the Project under the Extended Build-Out Scenario are all characterized by prolonged construction of a multiple-building project on a multiple-block development site.

The commenter incorrectly states that the Riverside South project was completed in less than 20 years. As noted in the DSEIS, the project was approved in 1992, and while the majority of the project has been completed, the southernmost portion located between West 62nd Street and West 59th Street is currently under construction. Construction on these blocks, which includes six buildings, is expected to be completed by 2018, approximately 26 years after project approval. The six buildings will include a total of 3,020 residential units, approximately 110,000 sf of office, 150,000 sf of retail, a 250,000 sf hotel, a school, and parking. The commenter also speculates that because Riverside South is located on the waterfront, and not in the middle of a residential neighborhood on all sides, the impact of construction on residents was likely much less than it will be for Atlantic Yards. In fact, the number of persons living within ¼-mile of the Atlantic Yards project site and the Riverside South project site prior to commencement of construction is similar. In 1990, there were 21,615 persons living in Riverside South’s ¼-mile study area; in 2000, there were 23,718 persons living in the ¼-mile study area for Atlantic Yards.

The commenter correctly notes that the residential population living within ¼-mile of the Battery Park City development site was comparatively small prior to the start of construction in Battery Park City. In 1980, when construction began on the first Battery Park City building, the population in the ¼-mile study area was 4,647. However, as Battery Park City developed, both the residential population surrounding the construction site and the residential population living within Battery Park City itself increased substantially. That Battery Park City functioned as a desirable residential community even while construction was ongoing (through 2011) supports the case study finding that the prolonged construction assumed under the Extended

Build-Out Scenario would not lead to neighborhood disinvestment in neighborhoods surrounding the Phase II site.

The DSEIS notes, as the commenter does, that the ¼-mile study area surrounding the MetroTech development site was primarily a commercial district during the construction of MetroTech. Accordingly, this case study offered an opportunity for a more concentrated look at the effects of prolonged construction on commercial streets. As described in the DSEIS, the case study concluded that any negative effects of MetroTech construction were limited to retailers immediately adjacent to the construction, and that the prolonged construction of the project did not result in significant disinvestment in the ¼-mile study area, as evidenced by the substantial amount of new investment in the area during project construction.

Regarding the First Avenue Properties development, the commenter incorrectly characterizes the findings of the case study. While the DSEIS does describe the retail landscape along First Avenue as limited, and the foot traffic as low, it does not attribute this condition to either project construction or delay. Rather, it describes the limited retail as a preexisting and ongoing condition that area stakeholders hope will change once the First Avenue Properties site is developed. The Atlantic Yards ¼-mile study area differs from the First Avenue study area in that it already contains successful concentrations of retail adjacent to the project site. In the cases of both First Avenue Properties and Atlantic Yards, increased foot traffic and retail presence would be a benefit of the project, and a delay in provision of that benefit would not constitute a significant adverse socioeconomic impact. The comment is not correct in stating that the First Avenue Properties case study found that the project delay caused blight in the area. On the contrary, the study concluded that “[b]ased on the data [analyzed in the DSEIS] it does not appear that the extended period of construction delay ... has had any substantial effect on neighborhood conditions.” See page 3C-62 of the DSEIS and FSEIS.

Comment 3C-7: It’s the responsibility of the developers to make sure the neighborhood remains diverse. Diversity only happens with effort, and the developers need to make the effort now, not in 25 years. (Merker)

Response 3C-7: The MGPP and other project documents do not contain any requirements with respect to the occupancy of residential dwellings not on the project site. The Project itself is required to provide 2,250 affordable units, comprising 35 percent of the residential units on the project site. These affordable units would be built incrementally as the Project progresses, starting with Building 2 which will be 50 percent

affordable. Additionally, neither the Project documents nor the SEIS preclude a more rapid project completion.

Comment 3C-8: Roadways and pedestrian connections remain blocked by construction and loading activities, and the sidewalks that remain on Dean Street are primarily used as a bathroom and smoking lounge by employees and arena patrons. As this unpleasantness continues it will drive older tenants and owners out of the area and let Prospect Heights lose the vague hints of authentic diversity that I think truthfully, more so than the Arena give it some spirit. (Friend)

Response 3C-8: Roadway and pedestrian access in and around the project site has been and will continue to be maintained through MPTs and other coordinated efforts of the relevant agencies. There is no basis to conclude that a delay in Phase II construction would cause seniors to leave Prospect Heights. It should also be noted that 10 percent of the total Project rental units would be reserved for senior residents. The Arena maintains a security presence at the Dean Street entrance during events.

Comment 3C-9: Commercial landlords holding out for higher rents on streets like Flatbush Avenue and Vanderbilt Avenue have caused a higher vacancy rate than existed before the arena opened. There is no discussion in the DSEIS of how long the Flatbush Avenue storefronts mentioned have been vacant, other than to speculate that “vacancy has been temporary and primarily related to the renovation of storefronts.” The DSEIS should analyze both vacancy and turnover of businesses on Flatbush Avenue and assess whether the shortfall in expected business from the arena would be made up for by an increase in residents expected with Atlantic Yards’ housing. The DSEIS should analyze the current level of patronage of Flatbush Avenue businesses among arena customers, and project whether it is sufficient given current rents to sustain existing businesses while they wait for the additional residential customers to appear as the project’s housing is delivered over the Extended Build Out Scenario. (BrooklynSpeaks)

Some shops and restaurants have seen almost no increase in business over the past year, since the arena has opened. The subway and Long Island Railroad entrance, located in the arena plaza, is almost too successful. It was designed to encourage visitors to use mass transit by making it easy to get to and from the arena. But it's so easy to disappear into what we call the "giant alligator mouth" that few people find their way to surrounding neighborhoods. The biggest problem with this of course is that while the area suffered from fewer arena visitors than expected commercial rents are on the rise based on property owner

speculation that customers are flooding the area and spending a lot of money. (Caserta)

Response 3C-9:

Chapter 3C, “Construction Socioeconomic Conditions” examines in detail the effects of the Project to date on socioeconomic conditions in the immediate vicinity (within ¼-mile) of the project site. The analysis does note an increase in vacancies along Flatbush Avenue which, according to local brokers, may be partially attributable to tenants who have left due to increases in rents. However, as also noted in the DSEIS analysis and confirmed by field checks conducted since the publication of the DSEIS, many vacant spaces are being renovated and are expected to be re-occupied by new retail tenants.

While retail turnover along Flatbush Avenue in the immediate vicinity of Barclays Center may be largely attributable to the opening of the arena, retail changes in other parts of the ¼-mile study area are more likely the result of changes in the surrounding residential markets, which are happening independent of the Project. As indicated in the DSEIS, changes in the retail profile of the ¾-mile control area have been generally consistent with those taking place in the ¼-mile study area since issuance of the 2006 FEIS. Such changes include an increase in the number of eating and drinking establishments and national retailers, and an overall decrease in retail vacancies.

Flatbush Avenue is a vibrant retail corridor that caters not only to arena patrons but to residents in the surrounding area. Between 2000 and 2012, the residential population in the area immediately surrounding Flatbush Avenue—including census tracts 129.01, 129.02, 159, 161, and 163—increased by approximately 9.1 percent. As a result of the residential population in the surrounding area, Flatbush Avenue experiences heavy volumes of pedestrian traffic, even during times when there are no Arena events. In addition, planned development projects will add new residents to the study area, including the neighborhoods surrounding Flatbush Avenue. Overall, business viability along Flatbush Avenue would not be wholly dependent on the Project-generated population.

Comment 3C-10:

The DSEIS should analyze how the delay in Phase II will change the profile of businesses that open on Flatbush Avenue as new businesses will have to depend on non-resident customers to be viable. (BrooklynSpeaks)

And so now here we are many years later, we have an arena, all of the small mom and pop shops, independently owned that I patronized, that you patronized, they’re all gone. And what we have more and more are franchises, primarily a new commercial strip. (James)

Response 3C-10: A change in retail mix does not constitute a significant adverse socioeconomic impact under *CEQR Technical Manual* guidelines unless the businesses that are indirectly displaced provide products or services that are essential to the local economy and would no longer be available in the trade area, or the category of business is the subject of regulations or publicly-adopted plans to preserve, enhance, or otherwise protect it.

Prior to the development of the Arena, many business along Flatbush Avenue—including destination retail uses such as Atlantic Center and Atlantic Terminal shopping centers, Modell's, and P.C. Richard & Son—served a consumer base extending well beyond the immediate neighborhood and depended on a mix of local and non-local visitors for their customer base. As described in the DSEIS, some retail turnover has occurred since the 2006 FEIS, and is in part attributable to the development of the Arena in Phase I. However, given the well-established residential development trends in the study area, there will still be the local demand for neighborhood retail and services necessary to maintain the strong retail presence along certain commercial strips within the study areas. Numerous “mom and pop shops” remain located on Flatbush Avenue and other commercial streets in the neighborhood, and several such locally-owned and operated establishments have opened in the last few years.

CHAPTER 3E: CONSTRUCTION OPEN SPACE

Comment 3E-1: The SEIS must address construction-period open space. (Mosley)

Pursuant to the court’s order, the SEIS should have specifically addressed the impact of the substantial delay on open space, taking into account the delays of commencement of the Phase II buildings. It should also have considered that multiple developer projects could have added open space to the area much more quickly. (BrooklynSpeaks)

Response 3E-1: The SEIS includes an analysis of open space during construction in Chapter 3E. Chapter 6, “Alternatives,” addresses the feasibility and effectiveness of the Multiple Developer Alternative. As discussed in that chapter and in response to Comment 6-5 below, a multiple developer alternative would not be effective in accelerating Project construction, including construction of open space. The level of contractor coordination would deteriorate and competition for construction-related areas would likely arise, limiting the opportunity for early provision of open space.

Comment 3E-2: The DSEIS should justify the assumption of the amount of interim open space generated by the construction of each building. The DSEIS does not acknowledge any space given to construction staging, construction

barriers or other temporary measures that might reduce the amount of interim open space. Most importantly, the DSEIS should show documentation within the project agreements that require the delivery of open space on the schedule described for each construction plan. If there is no requirement for delivery until the project's completion or no remedy for non-performance, open space could be put repurposed for another use and could result in less than what was analyzed in the DSEIS. (BrooklynSpeaks)

Response 3E-2: The Design Guidelines require a minimum amount of open space with the completion of each Project building. The open space analysis presented in Chapter 3E, "Construction Open Space," assumed the provision of the minimum amount of open space required for each building under the Design Guidelines. Contrary to the comment, the analysis reduced that amount to account for construction staging activities for the construction of adjacent Project buildings and elements. As explained in Chapter 3E, "Construction Open Space," the analysis assumed that a buffer area between adjacent development parcels would not be available as open space until the neighboring parcels have also been developed. The analysis also assumed that none of the open space that would be located in what is currently the street bed of Pacific Street on Blocks 1121/1129 would be available until the seven buildings on those blocks are completed.

Comment 3E-3: The DSEIS does not describe whether the square footage attributed to each building is the maximum allowable for that building according to the Design Guidelines or other project agreements. Given the number of changes to the project that have been announced in the last several months— including, but not limited to, the shift of gsf from Phase I to Phase II, the change in phasing to begin construction on Block 1129 prior to the completion of Phase I, and the potential partnership with Greenland Holdings—previous assumptions from the 2006 FEIS with regard to building size and the amount of open space may no longer hold true. Therefore, the FSEIS analysis of open space ratios should assume each building to be built out to the maximum square footage allowable according to project agreements. This approach will reduce the rate at which the open space impact from Phase I is eliminated. It will also result in some buildings having a different gsf, population and open space ratios under one phasing scenario than they would under another. (BrooklynSpeaks)

Response 3E-3: As described in Chapter 1, "Project Description," the proposed increase in the aggregate floor area of Phase II of the Project would not change the location, uses, size and form of the Phase II buildings as governed by the Project's Design Guidelines, nor would it change the maximum

square footage of any of the individual Phase II buildings as set forth in Exhibit C of the 2009 MGPP that ESD approved for the Project in 2006. The Design Guidelines also require a minimum amount of open space with the completion of each Project building. The analysis of open space during construction of Phase II of the Project assumed the minimum amount of open space that would be required for each building, and accounted for temporary conditions when portions of that open space would be required for construction staging. The construction open space analysis assumed that the project sponsors would include the maximum number of residential units permitted (6,430 units) and distributed the residential units to each of the Project buildings taking into account the bulk requirements specified in the Design Guidelines. See also response to Comment 3E-2.

CHAPTER 3H: CONSTRUCTION TRANSPORTATION

Comment 3H-1: The SEIS must address transportation during construction. (Mosley)

Response 3H-1: As detailed in Chapter 3H, “Construction Transportation” in the DSEIS, the analyses presented in that chapter included a detailed construction traffic analysis, a discussion of permanent and temporary parking supply on-site and an assessment of interim parking conditions, qualitative assessments of transit and pedestrian conditions, and a discussion of how event patron circulation may be affected during construction.

Comment 3H-2: Residents cannot even walk down 6th avenue between Dean and Bergen as the police have taken over the sidewalks for their private vehicles. I saw neighbors struggling all winter with shopping carts and strollers, snow banks etc. trying to maneuver this street. The police were supposed to be given parking by the developer in that surface parking lot, but their area is only half-used. (Hetsrony)

New traffic patterns have ... deprived local residents of scarce parking (Montgomery)

Construction takes away parking spaces. We now compete with arena employees and patrons. Assist us in getting residential parking permits. (Anonymous1, Capozzi)

Residents have to compete with arena employees, arena patrons and construction workers for fewer parking spots. Some residents describe waiting for parking spaces for an hour. As residents move into the area competition will increase. Most local civic organizations in the area support Residential Parking Permits for residents. The DSEIS should assess the value of RPP as a means to reduce competition for residents seeking on street parking spaces. (DSBA)

The DSEIS does not recognize or propose mitigations for the negative impact on the community created by construction workers' parking on residential streets. During construction of the arena, there were numerous reports of negative neighborhood impacts from parking and environmental violations by construction workers. But the DSEIS includes no recognition of the additional congestion and parking issues that will be created from black cars and limos no longer having temporary parking space on the south side of Atlantic Avenue. (BrooklynSpeaks)

Response 3H-2:

Since the preparation of the 2006 FEIS, 24 parking spaces have been provided to the 78th Police Precinct on the Project site. The decision by some NYPD employees not to use those parking spaces is beyond the scope of the SEIS. On-street parking conditions in the surrounding area were evaluated in the DSEIS. The City has explored the possibility of instituting residential parking permits for this area, but such a program has not been implemented to date. (See also response to 4D-3 below). Such parking policy change is beyond the scope of this SEIS.

The DSEIS acknowledges that some construction workers are expected to find nearby on-street parking in the study area. To avoid overtaxing the nearby on-street and off-street parking facilities, 300 spaces provided for Arena patrons on the project site would be available to construction workers, because Arena events do not typically coincide with the hours during which construction activities would occur at the project site. Additional spaces would be made available on the project site during any phase of construction if more than 500 construction workers are at the site and there is a shortfall of parking spaces at the Atlantic Center parking garage, if practicable. The on-site spaces to be utilized by construction workers would be made available at a fee comparable to other parking facilities in the area. As discussed in the DSEIS, field observations were conducted for a typical Brooklyn Nets Basketball game during pre-game and post-game time periods to assess how event patron circulation near the Barclays Center may be affected by Phase II construction. Based on these field observations, the livery cab area along the south curb of Atlantic Avenue just east of 6th Avenue was observed to be very lightly utilized by livery cabs and Arena patrons during both pre-game and post-game time periods. Therefore, the temporary closure of this curbside lane during various stages of Phase II construction is not anticipated to significantly affect the operation of black cars and limos in the area.

Comment 3H-3:

We have more people driving to this neighborhood - all those construction workers seem to drive cars with Pennsylvania and NJ plates. (Freidson)

Atlantic Yards Arena and Redevelopment Project FSEIS

- Response 3H-3:** As detailed in the DSEIS, the effects of construction workers driving to/from the area were analyzed.
- Comment 3H-4:** Construction delivery workers or construction vendor's cars parking 3 deep shows disregard for pedestrian safety by blocking the sidewalk access for residents including child-minders with baby prams and the elderly at times forcing them into dangerous traffic lanes. (Bailey)
- Response 3H-4:** ESD's on-site monitor regularly observes site conditions. The conditions observed by ESD's on-site monitor are not consistent with those noted by the commenter. In addition, ESD has requested that the local police precinct ticket unlawfully parked vehicles in the vicinity of the site.
- Comment 3H-5:** The DSEIS should reflect how the arena construction workers actually traveled to the site, rather than repeat a simplifying assumption that now is eight years old. (BrooklynSpeaks)
- Response 3H-5:** The construction worker travel demand assumptions from the 2006 FEIS, which the DSEIS travel demand assumptions were developed based on an extensive review of available information and have been reviewed and approved by NYCDOT. The DSEIS assumes the same construction worker travel demand assumptions as presented in the 2006 FEIS in assessing the reasonable worst-case conditions for potential transportation impacts during Phase II construction. There have not been any changes in the nearby transportation systems that would result in substantial changes in travel behavior of construction workers.
- Comment 3H-6:** Although the DSEIS provides extensive analysis of intersections expected to be impacted by additional construction traffic, it fails to adequately assess the resulting hazards and issues created by heavy and large construction vehicles. (BrooklynSpeaks)
- Response 3H-6:** As noted in the DSEIS, MPT plans would be developed in coordination with NYCDOT's OCMC to adequately accommodate access and circulation of vehicular and pedestrian traffic, as well as to protect the safety of motorists, bicyclists, and pedestrians during construction. As described in Chapter 3H, "Construction Transportation," the detailed construction traffic analysis in the DSEIS accounted for both car travel by construction workers and construction truck traffic. In addition, as detailed in Chapter 3A, "Construction Overview," the project sponsors are obligated to implement various measures pursuant to the MEC, including a number of measures to minimize the effects of Project construction on traffic conditions, noise, air quality, and other issues of concern in the surrounding area. The potential for a delay in Phase II

construction, which the DSEIS analyzed as the Extended Build-Out Scenario, would not increase the volume of construction traffic required to build Phase II of the Project.

Comment 3H-7: Mitigations of forecast traffic at neighborhood intersections should include requirements that construction vehicles may not access the Phase II construction site using either Dean Street between 6th Avenue and Vanderbilt Avenue or Carlton Avenue south of Pacific Street. (BrooklynSpeaks)

The suggested mitigation measures for impacted intersections include imposing “No Standing” zones near the intersections to allow additional vehicle queuing and traffic flow. (BrooklynSpeaks)

Response 3H-7: Based on preliminary construction planning, the DSEIS assumes access to the construction site along Dean Street and Pacific Street in order to access the Phase II construction sites on Block 1129 for Buildings 11, 12, 13, 14, as well as the parking lot on Block 1129. No access on Carlton Avenue south of Pacific Street is assumed. The SEIS analysis assumes that Dean Street would be a principal access point for construction activities, and the analyses consider the traffic and associated activities. Access from Dean Street, most of which is located in a manufacturing zone with mixed uses, is needed to facilitate construction on Block 1129 and to provide site access. Construction access cannot be limited to the bed of Pacific Street adjoining Block 1129 because it would have a number of competing demands and would be heavily utilized by construction activities associated with queuing areas, support staging and access to the LIRR rail yard, utility work within the former street bed, and open space work. Dean Street is a one-way street with adequate capacity to accommodate construction activity and site access. At the time that both Pacific Street and Dean Street are available, use of both streets would facilitate head-in and head-out movements of construction vehicles on and off the project site.

The suggested mitigation measures for impacted intersections are subject to NYCDOT review and implementation.

Comment 3H-8: The north sidewalk on Pacific narrows to 2 or 3 feet in some places. The DSEIS should set a clear date for when these conditions will be improved and/or restored. (Dean Street Block Association)

Response 3H-8: As of the publication of the DSEIS, the existing north sidewalk of Pacific Street from 6th Avenue to Carlton Avenue has been restored to approximately 8 or more feet. However, along this approximately 800 foot long segment, there are two locations (at the railroad driveway near 6th Avenue, and near the Carlton Avenue intersection) at which the

sidewalk narrows as noted by the commenter. The north sidewalk on Pacific Street would be widened with the completion of construction on Block 1120. The DSEIS presents three illustrative construction phasing plans that set forth an assumed schedule for Block 1120 construction under the Extended Build-Out Scenario. Under the Extended Build-Out Scenario, the construction of Block 1120 would take approximately five years. For the illustrative construction phasing plans analyzed in the DSEIS, the completion of Block 1120 construction is anticipated to occur in 2028 for Construction Phasing Plan 2 and 2035 for Construction Phasing Plans 1 and 3. The construction phasing plans discussed in the DSEIS, however, are illustrative, because timing can be expected to differ as construction proceeds.

CHAPTER 3I: CONSTRUCTION AIR QUALITY

Comment 3I-1: The SEIS must address ongoing construction air pollution. (Mosley)

Response 3I-1: Chapter 3I, "Construction Air Quality" includes a comprehensive analysis of air quality during the construction of Phase II of the Project. The analysis of the worst-case construction scenarios predicted that there would be no significant adverse impacts on air quality during Phase II of the Project construction under the Extended Build-Out Scenario.

Comment 3I-2: I cannot comprehend what panel of experts concluded that the Project would not result in significant adverse impacts with respect to air quality during construction. (Gunasekara)

Response 3I-2: Chapter 3I, "Construction Air Quality," in the DSEIS provided a comprehensive analysis of the Project's construction activities on air quality, including identification of measures that would be taken to reduce pollutant emissions during construction in accordance with all applicable laws, regulations, and building codes. These include dust suppression measures and the idling restriction for on-road vehicles. In addition to the required laws and regulations, the project sponsors have committed to a robust emissions reduction program, including early electrification, the use of ultra-low sulfur diesel (ULSD) fuel, best available tailpipe reduction technologies, and utilization of equipment in compliance with stringent EPA regulations not applicable to older equipment. With the implementation of these emission reduction measures, the analysis of construction-related air emissions determined that particulate matter (PM) $PM_{2.5}$, PM_{10} , annual-average nitrogen dioxide (NO_2), and carbon monoxide (CO) concentrations would be below their corresponding de minimis thresholds or National Ambient Air Quality Standards (NAAQS), respectively. Therefore, the construction of Phase II of the Project under the Extended Build-Out

Scenario would not result in significant adverse air quality impacts due to construction sources. This conclusion is consistent with the construction air quality analysis in the 2006 FEIS, which determined that construction of the Project over a more intense 10-year period would not result in significant adverse air quality impacts.

Comment 3I-3: What will be done to ensure that Con Ed can provide the electric grid before construction commences? (Neuman/Sandstone-DSBA)

Response 3I-3: As described in Chapter 3A, “Construction Overview,” HDR has noted that to date, the project sponsors have been able to either arrange for temporary power from Con Edison or use existing grid power on all construction sites early on in the construction process. Nevertheless, to ensure the availability of grid power during construction, the MEC will be revised to require the project sponsors to submit electrification requests with Con Edison as early in the construction sequence as practicable, and follow up with Con Edison on a regular basis until electrification has been accomplished.

Comment 3I-4: The SEIS should provide more restrictive language regarding waivers. Waivers for best available tailpipe technology appear to apply to almost any situation, since any delivery truck could be deemed part of a critical path, could be considered on-site for a brief period, and would be impracticable to retrofit with a DPF. In addition, the potential frequency of such waivers should be addressed so that contractors do not routinely use trucks and drivers that fail to follow the construction MEC. (Neuman/Sandstone-DSBA)

Response 3I-4: As noted in the SEIS, waivers may be granted only in cases where the non-compliant equipment is: 1) determined on very short notice to be necessary to complete a critical path item; 2) to remain on site for a very brief period of time; or 3) not practicable to retrofit with a DPF. In connection with the Phase I construction that has occurred to date, waivers have been granted in a very limited number of instances (less than 10 pieces of equipment, each for a limited time period) to date during the construction of the Project. As discussed in Chapter 3A, “Construction Overview,” records maintained for Phase I indicate that overall, 98.5 percent of the construction equipment used during peak Arena construction met the requirements specified in the emission reduction program. For Phase II of the Project under the Extended Built-Out Scenario, there would be an increasing percentage of in-use newer and cleaner vehicles and engines being utilized for construction, resulting in even fewer instances where a waiver would be requested for construction equipment covered by the MEC on the grounds that

compliant equipment is not available or practicable. More restrictive waiver language is not warranted.

Comment 3I-5: The SEIS should indicate what procedures on the construction site would ensure that the nonroad engines are Tier 3 or Tier 4 compliant. (Neuman/Sandstone-DSBA)

Response 3I-5: As indicated in Chapter 3I, the MEC will be updated to indicate that all non-road diesel construction equipment with a power rating of 50 hp or greater would meet at least the Tier 3 emissions standard and all non-road diesel construction equipment with a power rating of 50 hp or greater would meet the Tier 4 emissions standard beginning in 2022. Tier 3 and Tier 4 construction equipment are regulated by the US Environmental Protection Agency at 40 CFR Parts 89 and 1039 (Control Of Emissions from New and In-Use Nonroad Compression-Ignition Engines). As per 40 CFR 89.110 and 40 CFR 1039.135, each piece of equipment must possess a label which identifies, among other things, that the engine conforms to the EPA regulations for the specific model year of manufacture. The OEM will inspect construction equipment to ensure it has the appropriate EPA certification required by the regulation and that the engine meets the appropriate Tier 3 or Tier 4 requirements specified in the EPA regulations.

Comment 3I-6: The construction analysis also should address the 1-hour NO₂ concentrations for stationary equipment for the future years. (Neuman/Sandstone-DSBA)

Response 3I-6: A quantitative analysis of PM, CO and annual average NO₂ impacts was presented in the DSEIS for Phase II of the Project for sources of emissions associated with construction activities. The analysis was performed incorporating measures that would be taken to reduce pollutant emissions during construction in accordance with all applicable laws, regulations, and building codes. These include dust suppression measures and the idling restrictions for on-road vehicles. In addition to the required laws and regulations, the project sponsors have committed to a robust emissions reduction program, including early electrification, the use of ultra-low sulfur diesel (ULSD) fuel, best available tailpipe reduction technologies, and utilization of equipment meeting emission standards for newer equipment. With the implementation of these emission reduction measures, the analysis of construction-related air emissions determined that pollutant concentrations would be below their corresponding *de minimis* thresholds or NAAQS. Therefore, the construction of Phase II of the Project under the Extended Build-Out Scenario would not result in significant adverse air quality impacts due to construction sources.

Commitments with respect to the use of Tier 3 equipment and the phase-in of Tier 4 equipment would be required for Phase II construction through amendments to the MEC, as discussed in Chapter 3I of the DSEIS. Other measures would minimize NO₂ emissions due to construction activities, such as early electrification. These commitments are anticipated to provide a substantial reduction in NO₂ emissions.

With respect to air quality during construction, the 2014 revisions to Chapter 22–Construction of the *CEQR Technical Manual* include the addition of NO₂ as a pollutant that may be evaluated for stationary source construction air quality impacts. However, an assessment need not necessarily entail a quantitative analysis of NO_x emissions (and the conversion of NO_x emissions to NO₂) from construction activities. The *CEQR Technical Manual* provides the following factors to be considered in determining whether a quantitative analysis is required:

- the location of the project site in relation to existing residential uses or other sensitive receptors;
- the intensity of the construction activity; and
- the extent to which the project incorporates commitments to appropriate emission control measures.

As noted above, in addition to the measures outlined in the 2006 FEIS and incorporated into the Project's MEC, Phase II of the Project would require the use of Tier 3 or newer equipment with diesel particulate filters (DPFs) during construction on all nonroad construction engines with an engine output rating of 50 hp or greater, and the use of Tier 4 equipment beginning in 2022. These measures, along with the other measures previously identified in the FEIS including early electrification, would substantially reduce NO_x emissions and resulting concentrations of NO₂ from construction activities during Phase II of the Project. With these measures in place, concentrations of NO₂ would be much lower than those from projects without these measures. The *CEQR Technical Manual* cites construction projects that have large stationary sources of diesel emissions or on-site batching plants as the types of stationary sources that may warrant a quantified analysis. With the above-described measures in place, the Project would not generally utilize these types of equipment. Furthermore, the same issue identified in the Air Quality Chapter of the *CEQR Technical Manual* with respect to the uncertainty of background concentrations of 1-hour NO₂ (i.e., the lack of data regarding 1-hour NO₂ concentrations near major roadways) is applicable to a quantitative analysis of 1-hour NO₂ concentrations resulting from construction activities for Phase II of the Project, due to its immediate proximity to major traffic corridors.

Moreover, a delay in the construction schedule for Phase II of the Project would reduce, rather than increase, NO₂ concentrations from construction activities because of the higher prevalence of Tier 3 and Tier 4 construction equipment that has substantially lower NO_x emissions than the equipment assumed to be in operation during the 10-year schedule analyzed in the 2006 FEIS. For these reasons, further analysis of NO₂ concentrations from the construction of Phase II of the Project in the Extended Build-Out Scenario is not warranted.

Comment 3I-7: Given the long-term nature of the construction period, the SEIS should provide for additional future modeling as new or updated software (e.g., MOVES 2014) becomes available. (Neuman/Sandstone-DSBA)

Response 3I-7: The construction phase mobile source analysis presented in the DSEIS was performed using the latest version of the EPA MOVES emission model (MOVES2010b). The SEQRA process requires the lead agency to make a determination based on review of the environmental impacts associated with the action. Once the process is complete, the agency may undertake the necessary actions. SEQRA does not require revisiting environmental analyses following completion of the environmental review process due to subsequent updates to software models.

Comment 3I-8: Given the long-term nature of the construction period, the SEIS should provide for revisions based on additional future modeling to reflect updated background concentrations. (Neuman/Sandstone-DSBA)

Response 3I-8: The construction phase mobile source analysis presented in the DSEIS was performed using the most recent available background concentrations. The SEQRA process requires the lead agency to make a determination based on review of the environmental impacts associated with the action. Once the process is complete, the agency may undertake the necessary actions. SEQRA does not require revisiting environmental analyses following completion of the environmental review process due to changes in background concentrations. Nevertheless, based on recent and long-term air quality trends in New York City, it is anticipated that background pollutant concentrations in the future will show continued improvement.

Comment 3I-9: Given the long term nature of the construction period, the SEIS should provide for modeling of 1-hour NO₂ from trucks and mobile equipment, should that become a component of air quality analyses in the future. (Neuman/Sandstone-DSBA)

Response 3I-9: The construction phase mobile source analysis presented in the DSEIS was performed consistent with current *CEQR Technical Manual*

guidance. The 2014 *CEQR Technical Manual* does state, consistent with the federal regulations, that additional monitoring is necessary to characterize 1-hour NO₂ concentrations near major roadways, and therefore, sufficient data will not be available to determine compliance with 1-hour NAAQS until after 2015, at the earliest. In addition, in the *CEQR Technical Manual*, CO and PM are listed as the only pollutants of concern due to induced traffic associated with proposed actions (which were analyzed in the DSEIS); furthermore, NO₂ is not mentioned in the mobile source analysis discussion in the *CEQR Technical Manual* (for analysis of operational or construction mobile sources). Therefore, the revisions to the *CEQR Technical Manual* with respect to analysis of 1-hour NO₂ concentrations do not necessitate a quantitative analysis for mobile source of emissions (for both the operational and construction analysis).

The SEQRA process requires the lead agency to make a determination based on review of the environmental impacts associated with the action. Once the process is complete, the agency may undertake the necessary actions. SEQRA does not require revisiting environmental analyses following completion of the environmental review process due to changes in analysis methodologies and guidance. Moreover, as discussed in the DSEIS, a delay in completion of Phase II of the Project in the Extended Build-Out Scenario would not increase the Project's induced traffic or the Project's resulting indirect mobile source emissions; rather, a delay in Project completion would be expected to result in lower NO_x emissions from mobile sources (and lower resulting NO₂ concentrations) because of the combined effect of additional fleet turnover and the application of more stringent emissions and fuel economy standards for trucks and other motor vehicles. Therefore, no analysis of 1-hour NO₂ concentrations from construction phase mobile sources due to Phase II construction of the Project is required.

Comment 3I-10: The SEIS should indicate whether the PM_{2.5} analysis is based on a typical 8-hour construction day or whether it accounts for potential 24-hour construction periods or extended construction work weeks. (Neuman/Sandstone-DSBA)

Response 3I-10: As discussed in Chapter 3A, "Construction Overview," construction work under the Extended Build-Out scenario would consist of typical 8-hour construction workdays. Extended workdays would not be regularly scheduled, and if required, would be limited to specific activities requiring additional work time. The air quality analysis examined the reasonable worst-case emission levels for an 8-hour construction workday, and used conservative assumptions for that analyzed timeframe. For example, the analysis assumed that Diesel Particulate

Filters reduce PM emissions by 90 percent, when available data indicate that almost all DPFs reduce DPM emissions by at least 92 percent, and most reduce DPM in the range of 95 to 98 percent; thus, the air quality analysis presented in the DSEIS assumed a PM_{2.5} emission rate that is between 25 percent and 500 percent higher than emissions anticipated using most DPFs. Consequently, the analysis was conservative in assessing increases in emission levels. Therefore, the few instances in which a longer workday may be required would not affect the conclusions of the analyses of air quality impacts of Phase II construction presented in the SEIS.

Comment 3I-11: Parking lot analysis should also model PM_{2.5} using MOVES emission factors per the *CEQR Technical Manual* (2014) and include the results in the cumulative analysis. (Neuman/Sandstone-DSBA)

Response 3I-11: Section 312.1 of the *CEQR Technical Manual* has been revised to include particulate matter (PM) emissions as a pollutant of concern, in addition to CO. This revision clarifies that an analysis of PM is recommended for all such facilities, including automobile parking facilities such as those examined in the DSEIS.

An analysis of PM from parking facilities associated with Phase II of the Project is presented in the FSEIS. The analysis concludes that PM contributions from the Phase II Project's parking facilities would not result in any significant adverse impacts. For construction, emissions from the temporary surface parking lot on Block 1129 has been analyzed. Concentrations of PM₁₀ and PM_{2.5} are estimated, consistent with the mobile source intersection analysis. Maximum future pollutant levels with and without the proposed project are compared with the PM₁₀ NAAQS and the City's PM_{2.5} *de minimis* criteria to determine the impacts of the proposed parking facilities.

Comment 3I-12: The SEIS should address the means of controlling the problems that occurred during the Phase I construction. These included:

- Illegal parking by construction workers and truck drivers
- Construction trucks using non-approved routes
- Inconsistent wetting of surfaces
- Inconsistent coverage of storage piles
- Inadequate shielding of noisy equipment
- Use of equipment that does not meet air quality specifications
- Extended nighttime construction periods

- Inadequate number of air quality monitors deployed during construction underestimates concentrations of PM10
- PM2.5 not monitored during construction
- Lack of oversight during nighttime construction activities
- Lack of PM10 and PM2.5 monitoring during nighttime activities

(Neuman/Sandstone-DSBA)

Response 3I-12: As discussed in Chapter 3A, “Construction Overview,” HDR noted that prompt action was generally taken to address MEC non-compliance issues. HDR observed that there were improvements to processes and protocols after construction began, which resulted in improved compliance. The measures outlined in the MEC will continue during Phase II construction. Further, a number of adjustments proposed (e.g., in the areas of contractor training, construction oversight, staffing, traffic, air quality, dust suppression, air monitoring, soil stockpiling, and noise) by ESD and HDR will be incorporated into the MEC to improve the environmental compliance program. After publication of the DSEIS, the project sponsors further committed to seeking to retain the services of a qualified outside engineering firm to serve as the On-site Environmental Monitor (“OEM”) for the Project pursuant to a scope to be reviewed by ESD and that thereafter, the OEM function would not be moved in-house without prior approval by ESD. Please also see response to Comment 3A-10.

Comment 3I-13: The DSEIS should model impacts over a 25-year construction period to show the difference in concentrations resulting from all-diesel equipment and reductions in diesel equipment due to an electric grid. The DSEIS should disclose whether the developer has made such a commitment [not to start a construction phase that can benefit from the grid until it is in place] in an amendment to the MEC. If not, the SEIS should explain the reason it expects this problem will not recur in the future. (BrooklynSpeaks)

Response 3I-13: The type of comparative analysis requested by the commenter is not required to evaluate the potential air quality impacts of the Extended Build-Out Scenario. The construction air quality analysis presented in the DSEIS has already conservatively assumed that grid power would not be in place before construction commences at each of the building sites, requiring the use of diesel-powered equipment. Even with this conservative assumption, the DSEIS concluded that the construction of Phase II of the Project under the Extended Build-Out Scenario would not result in significant adverse air quality impacts due to construction activities. HDR has noted that to date, the project sponsors have been

able to either arrange for temporary power from Con Edison or use existing grid power on all construction sites early on in the construction process. Nevertheless, to ensure the availability of grid power during construction, the MEC will be modified to require the project sponsors to submit electrification requests with Con Edison as early in the construction sequence as practicable, and follow up with Con Edison on a regular basis until electrification has been accomplished.

CHAPTER 3J: CONSTRUCTION NOISE AND VIBRATION

Comment 3J-1: The SEIS must address ongoing construction noise. (Mosley)

Response 3J-1: Chapter 3J, "Construction" provides an analysis of potential noise impacts due to construction of Phase II of the Project, and whether the Extended Build-Out Scenario would result in new or different construction noise impacts as compared to the construction of Phase II under a more accelerated schedule as analyzed in the 2006 Final Environmental Impact Statement (FEIS).

Comment 3J-2: Significant adverse impacts like noise originally anticipated to last 10 years may now last 25. (Heda)

Response 3J-2: The SEIS carefully examined the duration of noise impacts under the various analyzed scenarios and disclosed those impacts and their duration at all analyzed sensitive receptor locations in Tables 3J-3, 3J-5 and 3J-7. This analysis demonstrates that the duration of significant adverse noise impacts would generally be experienced for a longer period under the Extended Build-Out Scenario than under the schedule assessed in the 2006 FEIS. No receptor locations are predicted to experience continuous noise impacts for 25 years due to Phase II construction activities with the Extended Build-Out Scenario. In general, the absolute noise levels during construction with the Extended Build-Out are predicted to be comparable to those predicted in the 2006 FEIS. In addition, as described in Chapter 5, "Mitigation" the project sponsors have proposed to make available measures to partially mitigate significant construction noise impacts.

Comment 3J-3: Construction workers make little to no effort to decrease the noise anytime. They could use a 'chain saw' when possible instead of a type 'rescue saw' like a Husqvarna K760. (Bailey)

Response 3J-3: As described in Chapter 3J, "Construction" the project sponsors have committed and will continue to commit to using a variety of practicable and feasible source controls, path controls, and receptor controls to reduce noise and mitigate construction noise effects. These commitments are described in the 2006 FEIS as well as the SEIS and will be contained in the Construction Noise Mitigation Plans for Phase

II Buildings and the MEC. The MEC requires that quiet construction procedures be implemented where practicable. Table 3J-1 in Chapter 3J provides the noise emission limits for each piece of construction equipment including saws and these limits are included in the MEC.

Comment 3J-4: The MEC Construction Noise Mitigation Plan should be updated in the future when the NYC Noise Control Code is updated. (Neuman/Sandstone-DSBA)

Response 3J-4: The MEC requires that the project sponsor comply with the NYC Noise Code, and that prior to commencement of construction of each building or other major element of the Project, a Construction Noise Mitigation Plan is developed in accordance with the Noise Code. When and if the NYC Noise Control Code is updated, the MEC-required Construction Noise Mitigation Plans will be updated.

Comment 3J-5: The SEIS should state how the MEC will enforce the idling period of no more than 3-minutes. (Neuman/Sandstone-DSBA)

Response 3J-5: As indicated in the SEIS, the OEMs responsible for enforcing this requirement. Appropriate training will be provided to the construction management team and contractors regarding these requirements. The On-Site Environmental Monitor will have oversight responsibilities to see that these requirements are adhered to.

Comment 3J-6: The SEIS should indicate where the noisy equipment was placed on-site, with reference to sensitive receptors, for the CADNA modeling. That is, how far from the receptors were the noisy pieces of equipment and how many of them were clustered together? (Neuman/Sandstone-DSBA)

Response 3J-6: As described in Chapter 3J, for each analysis period CadnaA modeling was performed which was based upon information on equipment usage and equipment location on the project site that was supplied by the project's Construction Manager. For analysis purposes, the noise modeling included the placement of equipment on street frontages adjacent to sensitive noise receptors. The equipment locations are included in the results of the construction noise modeling. The locations of equipment and distance to receptors depend on the specific combination of construction tasks being undertaken, the specific Construction Phasing Plan being used, and the time during the construction period. Each construction scenario included in the construction noise modeling includes several dozen noise sources (i.e., pieces of construction equipment), including sources in proximity to sensitive receptors, where necessary. In response to the commenter's request for further information about the noise modeling locations, the

assumed locations of equipment for each construction scenario have been added to Appendix B of the FSEIS.

Comment 3J-7: The SEIS should elaborate on the use and noise mitigation of hydraulic break rams that would be used for three to eight months as such noise can be very loud and intrusive. What would be the total noise levels at these sites? (Neuman/Sandstone-DSBA)

Response 3J-7: The predicted noise levels described in Chapter 3J and shown in Appendix B of the SEIS for each analysis period include the contribution of hydraulic break rams that would be operating during that analysis period. Noise emissions from hydraulic break rams are restricted to the level shown in Table 3J-1, and their noise emission would be further attenuated by the use of path controls as described in Chapter 3J. Furthermore, the Extended Build-Out Scenario would not result in a greater number of hydraulic break rams being used on site, nor would it result in a longer total duration of hydraulic break ram use at each building, as compared to the construction schedule and logistics analyzed in the 2006 FEIS. However, as detailed in the SEIS, the duration of construction noise impacts would generally be longer under the Extended Build-Out Scenario.

Comment 3J-8: The MEC should prohibit the loudest items of equipment from being used at night or on weekends. (Neuman/Sandstone-DSBA)

Response 3J-8: Construction activities are expected to occur normally during weekday daytime hours (i.e., 7 AM to 6 PM). From time to time due to weather delays, unforeseen circumstances, or special activities (such as erecting or dismantling tower cranes, work on the platform over the LIRR tracks, etc.) nighttime or weekend work may be necessary. It is not expected that construction during these time period will occur frequently, and it would not be practicable during these limited time period to prohibit the use of particular pieces of equipment since that would interfere with the construction activities that necessitate night and weekend work. This is most typically a result of work required to occur during night and weekend per NYCDOT and/or LIRR restrictions to avoid interfering with daytime operations. Night time and weekend work requires permits from NYCDOT and/or NYCDOB.

Comment 3J-9: The SEIS should provide tables showing that 25-30 dBA of window/wall attenuation would be sufficient to mitigate noise levels during the noisiest periods of construction, particularly where the noise increment would exceed 10 dBA over background noise levels. (Neuman/Sandstone-DSBA)

Response 3J-9: The full analysis results for each construction phasing plan have been provided in Appendix B. The information provided in the tables in Appendix B provides the exterior noise levels at each to the noise receptor locations and can be used to determine interior noise levels using different window/wall attenuation specifications, including the 25-30 dBA of window/wall attenuation referenced by the commenter.

Comment 3J-10: Table 3J-3 and 3J-5 should show the projected total noise levels for sites that would experience noise level increments of 3 dBA or more. In particular, additional disclosure and discussion of mitigation measures and duration of impact should be provided for sites where the construction noise increment would exceed 10 dBA. The projection of residential noise levels exceeding background levels by up to 25.9 dBA for up to 7 years (497-501 Dean Street) may cause significant health impacts and disrupt property values. (Neuman/Sandstone-DSBA)

Response 3J-10: According to Chapter 3J and Appendix B of the DSEIS, noise level increments greater than 20 dBA resulting from construction were predicted to occur during a period of at most one or two years only at the upper floors and rear or side facades of the building immediately adjacent to the Building 15 construction site. As discussed in Chapter 3K, "Construction Public Health," noise produced by construction activities Under the Extended Build-Out Scenario will not result in any significant adverse public health impacts. At 497 Dean Street, which is represented in the construction noise analysis of this SEIS by receptor Site 14, the analysis predicts noise $L_{eq(1h)}$ levels up to approximately 84 dBA at upper floors on the rear and side exterior façades during the construction of the immediately adjacent Building 15. However, these high noise levels would occur for a limited time period (typically no more than eight hours) during each day and for a limited duration (one to two years) during the construction period. Additionally, this building has double-glazed windows and an alternate means of ventilation, which would be expected to result in interior $L_{eq(1h)}$ noise levels in the high 40s dBA or lower. This is the only building at which exterior $L_{eq(1h)}$ noise levels in excess of 80 dBA are predicted to occur, because Building 15 is the only building included in the Project that would be constructed on the same block as another existing building. In New York City, high noise levels such as this typically occur when construction activities take place immediately adjacent to an existing receptor location. Based upon the magnitude of the noise levels and the limited duration of possible exposure, no significant public health impacts would be expected to occur for residents of this building.

The impacts of delayed construction of Phase II of the Project on socioeconomic conditions is presented in Chapter 3C of the SEIS.

Chapter 3J of the SEIS and Appendix B disclose each receptor location at which construction noise increments would exceed 10 dBA and the duration of the predicted exceedance. Chapter 5, “Mitigation,” presents mitigation measures proposed to address the identified significant adverse construction noise impacts.

Comment 3J-11:

The study of the locations impacted by construction noise related to the project in the DSEIS only focuses on building construction. Work related to project infrastructure (roadways, water, electric, cable, sewage) has proven particularly impactful, and very often occurs at night. The utility work is associated with the project. The DSEIS’ analysis of construction noise should include this work. (BrooklynSpeaks)

The maps [of the locations impacted by construction noise related to the project in the DSEIS] should be updated to take the infrastructure work into account so that noise mitigations are available to the residents impacted by it. (BrooklynSpeaks)

Response 3J-11:

The FEIS included construction related to these infrastructure improvements in its detailed analysis of construction noise, and assumed that this construction would occur in Phase I prior to the construction of the project elements that would be served by the improvements, i.e., Project buildings. Construction of these improvements was anticipated to occur during approximately a one-year time period from the fourth quarter of 2006 to the fourth quarter of 2007, with construction activities along any one roadway corridor occurring for only a few months. Sewer and water main installation generally progresses quickly along the corridor of installation, at approximately 20 – 80 feet per day, so work would occur in proximity to any single noise receptor location for only a few weeks (generally less than a month). Because this infrastructure construction is less equipment intensive than building construction, and because of the limited duration of construction activities at any particular location, they were not a dominant contributor in producing significant noise impacts at receptor locations in the analyses prepared for the 2006 FEIS.

While much of the project’s planned infrastructure improvements has already been completed, and some additional planned infrastructure improvements may be completed prior to the start of Phase II construction, there are still a number of improvements that will need to be completed prior to completion of Phase II of the Project. The infrastructure improvements in the vicinity of the Phase II site currently include:

Water Mains

- A new 20-inch line under Pacific Street east of 6th Avenue connecting to a new 20-inch line on Carlton Avenue;
- A new 12-inch line under Vanderbilt Avenue between Atlantic Avenue on the north and Dean Street on the south interconnecting the new Dean, Pacific, and Atlantic Avenue lines;
- A new 20-inch line under Carlton Avenue interconnecting with the new Dean and Pacific Street lines.

Sewer Improvements

- From the Phase I manhole chamber located at the intersection of Dean Street and 6th Avenue, a 48-inch diameter combined sewer would be installed in Dean Street, east to the intersection with Vanderbilt Avenue. New manhole chambers would be installed at the Dean Street intersections with Carlton Avenue and Vanderbilt Avenue to accommodate the existing combined sewers.
- From the intersection of Dean Street and Vanderbilt Avenue, north in Vanderbilt Avenue to the intersection of Pacific Street, a 48-inch diameter combined sewer would be installed. A new manhole chamber would be constructed at the intersection to connect the existing combined sewers to the newly installed 48-inch diameter combined sewer.
- From the Phase I manhole chamber at the intersection of 6th Avenue and Pacific Street east to the intersection of Pacific Street and Carlton Avenue, a 36-inch combined sewer would be installed.

Construction of each section of the improved infrastructure will occur prior to or concurrently with construction of the Phase II building or buildings that are served by the improved infrastructure. Construction activities associated with remaining infrastructure improvements will occur in close proximity to nearby residences at times, and may occur at night and on weekends (to minimize traffic disruptions); however, as per DOT practice, on local streets such as Pacific Street, Carlton Avenue and Dean Street, it is anticipated that utility work would be permitted to occur during the day rather than at night because of lower traffic volumes. It is also anticipated that the installation of the infrastructure improvements would involve the use of the same type of equipment that was analyzed in the 2006 FEIS, and that the equipment would produce noise levels similar to those produced by the type equipment analyzed in the 2006 FEIS. The construction work for the infrastructure would be subject to the New York City Noise Code and the Project-specific commitments summarized in the SEIS. Nevertheless, these noise levels are expected to be intrusive and annoying. However, because these construction activities are less equipment intensive than building construction, and because of the

limited duration of infrastructure construction activities at any particular location, they are not expected to result in additional locations experiencing significant adverse construction noise impacts requiring mitigation or a greater duration of significant adverse construction noise impacts beyond those identified in Chapter 3J of the DSEIS. Accordingly, the locations that would experience significantly elevated noise levels from the utility work are locations that have been identified as warranting construction noise mitigation (double-glazed windows or storm windows and/or alternate ventilation). If construction related to infrastructure improvements were to occur concurrently with construction of a building in close proximity, construction of the infrastructure improvements may result in an increased level of construction noise at nearby noise receptor locations. However, as mentioned previously, the infrastructure construction is less equipment intensive than building construction, and consequently, the magnitude of increase in the 1-hour equivalent noise level ($L_{eq(1h)}$) would be small, and because the duration of infrastructure construction is short, this increase in magnitude would also be of short duration. Consequently, the analyses contained in this SEIS, which analyze the noisiest quarter during each year of construction, adequately discloses Project impacts and where necessary, proposes partial mitigation.

Comment 3J-12:

The DSEIS should take a look at the Reasonable Worst Case Scenario, which is that incremental open space subject to significant construction noise impacts will not be used by the public. If it is the case that no practicable mitigations can be developed to effectively address noise impacts, the incremental open space should not be considered usable during the construction period and should be not be included in the DSEIS analysis. (BrooklynSpeaks)

Response 3J-12:

As described in the 2006 FEIS noise levels in the project open space would have noise levels greater than the level recommended by the *CEQR Technical Manual* for open spaces requiring serenity and quiet, but would be comparable to noise levels at other open space areas in New York City. The Extended Build-out Scenario examined in the SEIS does not change that conclusion. Noise produced by construction activities related to Phase II, both with the construction schedule analyzed in the 2006 FEIS and the Extended Build-Out Scenario analyzed in the DSEIS, would at times increase noise levels at open space areas, but noise levels in these areas would remain comparable to other well-used open space areas in New York City that are adjacent to busy roadways or rail lines or construction sites. While these higher noise levels are not desirable, these open space areas would remain usable and valuable amenities.

Comment 3J-13: The DSEIS should identify the impact of construction noise on the school playground. Should noise impacts on that location exceed acceptable levels under CEQR, the DSEIS should further analyze the impact of the school population's use on nearby open space resources. (BrooklynSpeaks)

Response 3J-13: As described in Chapter 3J, "Construction Noise," project open space (potentially including a school playground) would during certain phases of construction be subject to noise levels greater than the level recommended by the *CEQR Technical Manual* for open spaces requiring serenity and quiet, but would be comparable to noise levels at other open space areas in New York City. In general, noise levels in school playgrounds, because they are used for active, rather than passive activities, are generally higher than 55 dBA L10 levels recommended in the *CEQR Technical Manual* for open space use requiring serenity and quiet.

Comment 3J-14: Several homes on Carlton Ave reported severe damage from vibrations. (Bailey)

I often work from my home in Newwalk, which is a massively constructed, reinforced concrete industrial building from the 1920s. During the recent placement of piles, I regularly felt the entire building shaking. Perhaps you recall the earthquake of 2011, which was centered in Virginia and was clearly felt here in New York City. During the last several years we have had to, on a nearly daily basis, endure vibrations of a similar magnitude. Is there no possible way to mitigate these effects? (Buchbinder)

There has been significant noise and shaking from the pile driving in the rail yards. Plaster has been cracking in neighbors' houses from the shaking. (Phillips)

During the building of the arena, I was at home on several occasions when the reverberations of pile drivers caused my building to shake violently enough such that I was concerned (still am) as to whether or not my building's foundation was being dangerously compromised. (Callender)

The DSEIS states vibration monitors were deployed in 2008, two years after demolition took place within 90 feet from some buildings in the historic district. The DSEIS should explain the reason for the delay in the installation of the monitors, together with its plan for avoiding such delays in the future. (BrooklynSpeaks)

The DSEIS should confirm that for the four years between the change in the [NYCL Prospect Heights] historic district and the update to the

plans, the State and the project sponsor were implementing the project while the historic buildings not in the 2006 plans were un-monitored, and explain what steps will be taken to avoid future omissions. (BrooklynSpeaks)

The date of the letter from NYS OPRHP is consistent with the timing of other reviews of compliance with the MEC that apparently occurred starting after the arena and Carlton Avenue Bridge opening. It was the community that notified the State of the failure to update the plans through the Sandstone report, if not before. The new amended MEC should require the State review and update all plans as necessary during the course of development and certify that it has done so at least once a year. (BrooklynSpeaks)

As a condition of an amended MEC, the project sponsor should take responsibility for monitoring all properties at risk of damage from construction. So far, the State has been unable to make contractors comply with the MEC in terms of the use of equipment. For this reason, additional resources should be committed to monitoring vibrations, with an impartial and motivated on-site monitor having unedited and unencumbered access to the results. (BrooklynSpeaks)

Response 3J-14:

Based upon the vibration analysis contained in the 2006 FEIS a vibration monitoring program was implemented to ensure that no architectural or structural damage would occur from construction activities to buildings identified as historic resources or within the nearby historic district. In addition, the project sponsors have placed vibration monitors in other buildings proximate to the project site. According to Thornton Tomasetti (the engineering firm retained by the project sponsors to manage the vibration monitors), during Phase I construction, construction activities have not resulted in any vibration threshold exceedances at the monitoring locations. The SEIS makes the commitment that this vibration monitoring program would continue to be implemented for Phase II of the Project under the Extended Build-Out Scenario. This program will ensure that vibration levels do not exceed levels that would result in architectural or structural damage. However, both the 2006 FEIS and this SEIS acknowledge that for limited time periods during certain construction activities, vibration levels at some locations near the project site would be perceptible, but would not be at a level to cause damage.

Comment 3J-15:

The CPP should be updated so that the boundaries are drawn from the outside parameter of the work taking place in association (and/or for) the project [e.g. utility work]. There is no rationale whatsoever for continuing to exclude the east side of Vanderbilt Avenue from the CPP. (BrooklynSpeaks)

Response 3J-15: The CPP will be amended to clarify that vibration monitoring is required at any historic resource within 90 feet of Project-related construction work, including utility work.

Comment 3J-16: The DSEIS should recommend the MEC be amended so that the project sponsor is required to provide actual (rather than summary) vibration monitoring reports to NYC DOB, ESDC and HDR; documentation is provided property owners if they request it; a prompt response to a resident's complaint of damage is provided and the damage is documented and correlated to the construction activities at that time; construction activities that may cause severe vibrations in nearby residences are identified and mitigation measures are implemented proactively to prevent damage; and night time activities that may cause vibration are banned as vibration are more disruptive when residents and their families are trying to sleep. (BrooklynSpeaks)

Response 3J-16: Construction of Phase II of the Project does not include any unusual or unconventional equipment or procedures that would be expected to result in higher vibration levels than other typical construction undertaken in New York City. The construction vibration analysis in Chapter 3J of the DSEIS found that there would be no potential for a significant adverse construction vibration impact at nearby receptors. Furthermore, as stated in the Response to Comment 3J-14 the construction monitoring program undertaken by the project sponsors during Phase I construction that has already occurred has found that construction activities have resulted in no vibration threshold exceedances at the monitoring locations. The vibration monitoring program will continue as construction progresses. Consequently, additional vibration mitigation measures would not be necessary to reduce the risk of damage to nearby structures from construction vibration. The construction activities that result in the greatest levels of vibration include pile drilling and pavement breaking, and these activities are not expected to occur during night time hours very often. It would not be practicable to prohibit all vibration-producing construction activities during night-time hours because such prohibition would interfere with the occasional construction activities required to occur during the night to avoid interrupting daytime operations as a result of NYCDOT or LIRR restrictions.

Comment 3J-17: Given the use of the hoe ram, and a reasonable association between a complaint and the type of construction work taking place, the CPP should be expanded to a 135-foot boundary around the project site. (BrooklynSpeaks)

Response 3J-17: As described in Chapter 3J of the DSEIS, vibration resulting from the use of hydraulic break rams (i.e., hoe rams), may be perceptible at distances up to approximately 135 feet, but would not be expected to result in vibration levels that could potentially result in damage to structures at distances greater than 90 feet. Also, as described in Chapter 3J of the DSEIS, while vibration resulting from construction may be perceptible and at times intrusive, the operation would only occur for limited periods of time at a particular location and, therefore, vibration resulting from construction of the Phase II of the Project under the Extended Build-Out Scenario would not rise to the level that would result in any significant adverse impacts.

Comment 3J-18: The DSEIS details ranges of exposure to construction noise from an additional three to seventeen years. 516-518 Carlton Avenue was near one of the first buildings demolished in early 2006 and was exposed to construction of one type or another (including construction staging) from 2006 to 2012. Taking into account the roughly six and a half years of construction noise already absorbed by residents in the building, and adding the additional seventeen years one second phase construction sequence entails, the residents of 516-518 Carlton will be exposed to construction noise for twenty-three and a half years. While there will be periods without impacts, the nature of the construction site has exposed the residents to construction noise impacts on a far more regular and enduring basis than the FEIS assumed. (BrooklynSpeaks)

Response 3J-18: Comment noted. Chapter 3J discloses the duration of the significant adverse construction noise impact at 516-518 Carlton Avenue under the Extended Build-Out Scenario. The commenter is correct that certain Phase I demolition activities also occurred in areas of the site with a direct line of sight to 516-518 Carlton Avenue resulting in elevated noise levels at that location. Neither the SEIS nor the Project documents preclude construction of Phase II more quickly than assumed under the Extended Build-Out Scenario.

CHAPTER 3K: CONSTRUCTION PUBLIC HEALTH

Comment 3K-1: I live half a block from the Barclay Center on 52 6th Avenue with my husband and my 2 year old son. Every day of our lives, we live exposed to noise pollution and air pollution caused by the construction. At the current rate of delays construction will go on when my son goes off to college. My biggest worry is what health issues my son will have growing up next to an irresponsible developer who had repeatedly failed to comply with NYC laws and the environmental commitments the State has made to the residences in the Atlantic Yards footprint. (Gunasekara)

Since I moved into the Newswalk condo building in 2002, I have had kidney cancer, skin cancer, and my thyroid and colon is also being watched for possible cancer. In addition, I have dangerously high levels of lead and mercury in my body. So, naturally, I am concerned about the quality of life in the area, specifically as it relates to the toxicity in the environment. Despite the promises I hear in the forced meetings, I still have idling trucks outside my door, overnight construction, heavy equipment roaring down streets they are not supposed to be on at all hours - the list goes on. The state is not protecting its citizens. (Nevin)

Response 3K-1: Chapter 3K, “Construction Public Health” of this SEIS examines public health aspects of the proposed actions and concludes that construction activities would not have significant adverse public health impacts. The project sponsors have generally adhered to the commitments imposed to mitigate or minimize the impacts of construction. Although there have been instances of non-compliance, additional and refined measures will be put into place to improve future compliance.

Comment 3K-2: As residents at 497 Dean St. we want you to know that we live in the building anticipated to be most impacted by construction of Atlantic Yards Project. It is a fact stated in the DSEIS. For years already we have heard construction noise not only in front but also on the back and sides of the building and request that you work with our landlord so we can get new windows that will block some of the noise. You say that this could go on for 20 years. That means a lot of the kids in the building will grow up, try to sleep and do homework with all of this noise. Sometimes the noise has gone on day and night, including just weeks ago with work on Atlantic Avenue. We also want to make sure the air quality stays healthy for our kids.(497 Dean Street Residents)

Response 3K-2: As described in Chapter 3K, “Public Health,” of the SEIS, at 497 Dean Street, the analysis predicts noise $L_{eq(1h)}$ levels up to approximately 84 dBA at upper floors on the rear and side exterior façades during the construction of the immediately adjacent Building 15. However, these high noise levels would occur during day-time work and for a limited duration (one to two years) during the construction period, when Building 15 is undergoing the loudest construction work tasks. During other portions of the construction period, 497 Dean Street would experience less construction noise, and as described in Chapter 3J, “Construction Noise,” would experience noise levels exceeding the *CEQR Technical Manual* noise impact criteria for no more than 7, 8, or 5 years under Construction Phasing Plan 1, 2, or 3, respectively. Interior noise levels within 497 Dean Street will be lower than those projected for the exterior façade of the building, and the project sponsors have committed to a mitigation program that includes providing double-

glazed windows or storm windows for impacted single-glazed window locations and an alternative means of ventilation (i.e., air conditioners) for impacted window locations requiring an alternative means of ventilation. Furthermore, at times of day outside of construction work hours, and on days when construction is not taking place, construction noise would not occur. Chapters 3I and 3K and 4E also conclude that Phase II of the Project would not result in significant adverse impacts with respect to air quality.

Comment 3K-3: Dust from the dirt on the screens gets inside my apartment. It coats the window sills, the furniture, the floors and it becomes airborne, clogging my air conditioner filters. Because I have asthma, I should not be breathing so much dust and I have to replace my air conditioner filters every month during the air conditioning season - this is very expensive. I shouldn't have to spend so much money to breath clean air in my home and I shouldn't have to keep my windows closed so much of the time in nice weather just to reduce the dust intake. These are choices I just shouldn't have to make! (Freidson)

Response 3K-3: As required by the 2006 FEIS, Project construction is subject to numerous measures to reduce dust from construction activities. These measures include air quality monitoring during any activities that disturb site soils. HDR reviewed the Community Air Monitoring Plan (CAMP) logbooks available on-site and found that PM levels were measured for 4,653 hours between June 7, 2009 and July 19, 2013, and were found to be below the CAMP action levels (imposed pursuant to criteria established by the New York State Department of Health) 99.8 percent of the time. Based on the information available to HDR, there were 16 separate events totaling 7.25 hours over this timeframe in which the monitors recorded PM₁₀ levels in excess of the 150 µg/m³ level specified in the CAMP (over a 15 minute period. It should also be noted that the commenter stated in her testimony that she resides on the 3rd floor of the Newwalk building with windows on the Pacific Street façade. The Newwalk building engaged in extensive façade repair work on that façade of the building during Arena construction.

CHAPTER 3M: MODULAR CONSTRUCTION

Comment 3M-1: Now with the announcement of "conventional" construction method for the next two buildings the community can now expect "all" the extreme impacts that residents thought would be mitigated by the modular construction in the manufacturing Navy Yard will now return to the neighborhood. (Bailey)

Response 3M-1: Although it is possible that some or all of the buildings planned for Phase II would be constructed using modular construction techniques,

the DSEIS conservatively assumed, in order to assess the reasonable worst-case conditions, that Phase II buildings would be constructed using conventional construction methods. As discussed in Chapter 3A, "Construction Overview," the project sponsors are obligated to implement various measures pursuant to the MEC, including a number of measures to minimize the effects of Project construction on traffic conditions, noise, air quality, and other issues of concern in the surrounding area. The measures outlined in the MEC will continue during Phase II construction. Further, a number of adjustments proposed by ESD and HDR will be incorporated into the MEC to improve the environmental compliance program.

Comment 3M-2: The current SEIS does not address modular construction with the risks it entails and the reduction of projected tax revenue. (Montgomery)

Response 3M-2: Chapter 3M, "Modular Construction," of the SEIS presents a discussion of the differences between conventional and modular construction methods, and where relevant, discusses the differences in the potential environmental impacts related to these different methods. Included in this assessment is an estimate of the tax revenue that would be generated if Phase II of the Project is constructed using modular techniques, which is then compared to the estimated tax revenue that would be generated if Phase II were constructed conventionally.

Comment 3M-3: A significant element of the approval of the project in 2006 was based upon the expected economic benefits of the construction jobs and sales taxes generated by construction. However, the first building being constructed in Phase I after the Arena is being built as pre-fab units using significantly less labor than was previously considered and generating less sales taxes. While the DSEIS claims that the Greenland Group will revert to the original construction methods, there is no indication that is a binding commitment and that the projections of jobs and tax revenues are still accurate. (DDDB)

Per an analysis of the DSEIS by Atlantic Yards Report, if modular construction is used for all the 11 towers planned for Phase 2, the cost implications are as follows: .22% cut in wages; 10.2% cut in work years; and 24% cut in revenues. Further, per Atlantic Yards Report, "It would also mean a 24% reduction in revenues for New York City, the MTA, and New York State (in 2013 dollars), from personal income taxes, corporate and business taxes, sales tax on indirect activities, and related taxes on direct and generated economic activity." It has been widely acknowledged that the construction workers engaged in building the modular units are earning lower wages than their counterparts engaged in conventional construction. The DSEIS contains no

discussion of who has been hired for the Navy Yard “factory,” their training or wage levels (other than acknowledgement in the most general sense that FCR will save on wages). (BrooklynSpeaks)

Response 3M-3:

Since the publication of the DSEIS, the projections for the cost of construction using modular techniques has been corrected by the project sponsors. Chapter 3M, "Modular Construction," has been revised to reflect this correction. As presented in Chapter 3M in the FSEIS, modular construction of Phase II of the Project would result in an approximately 11 percent reduction in wages and salaries in comparison to construction using conventional construction, a 97 person-year reduction in construction employment and about a 12 percent reduction in direct spending in New York City. It would also mean about a 12 percent reduction in tax revenues for New York City, the MTA, and New York State. The analysis presented in Chapter 3M reflect the employment and economic data relating to manufacturing the modules for the Project.

Comment 3M-4:

The time frames have gotten longer. The so-called Lego construction approach has changed and no clear plan has been developed to cover the so-called blight of the rail yards, perhaps the main upside for our housing value. I realize a lot has happened since 2007 in the economy, but it seems like a real estate development firm with the capacity to run a project like Atlantic Yards would validate their construction approaches before promising time lines dependent on those methods. (Phillips)

Response 3M-4:

The 2006 FEIS did not rely upon the modular method as the basis for the construction schedule it used for analysis purposes. The DSEIS assumed conventional construction techniques for purposes of its analysis, with the use of modular construction separately assessed in Chapter 3M. The construction of a high-rise building using modular construction is relatively new in New York City. Upon completion, the 32-story Building 2 will be the first modular building above 7 stories built in New York City. Building 2's manufacturing process and delivery logistics will continue to be refined as the building is constructed. Experience gained during the course of constructing Building 2 would assist the project sponsors in determining whether any of the buildings planned for Phase II would be constructed using the modular construction technique.

Comment 3M-5:

Modular construction is treated cursorily, when treated at all. Modular construction is conflated with conventional construction methods. Finally, the impacts of modular construction are frequently omitted altogether. The extent of modular construction in Phase II is unknown at

this time. No effort has been made to project different scenarios, e.g. impacts under a 20% modular construction assumption, or 30%, or 50%, etc. Essentially, Atlantic Yards will proceed without a full and thorough analysis of the impacts of modular construction. (BrooklynSpeaks)

Response 3M-5: Since conventional methods would generally result in more intense on-site construction activities, the DSEIS conservatively assumed, in order to assess the reasonable worst-case conditions, that Phase II buildings would be constructed using conventional construction methods. Chapter 3M, "Modular Construction," discussed the differences between conventional and modular construction methods, and where relevant, discussed the differences in the potential environmental impacts related to these different methods. The DSEIS analysis concluded that the use of modular construction for the Phase II buildings is not expected to result in significant adverse impacts in the relevant technical areas beyond those identified for conventional construction. Therefore, the use of the modular construction method for some but not all of the Phase II buildings would also not be expected to result in significant adverse impacts beyond those identified for conventional construction.

Comment 3M-6: No quantitative analysis of modular construction is provided in the DSEIS, even though at this point the sponsors presumably have enough experience with modular to predict its likely impacts to the nearby community. (BrooklynSpeaks)

Response 3M-6: Since conventional methods would generally result in more intense on-site construction activities, the DSEIS conservatively assumed, in order to assess the reasonable worst-case conditions, that Phase II buildings would be constructed using conventional construction methods. Chapter 3M, "Modular Construction," discussed the differences between conventional and modular construction methods, and where relevant, discussed the differences in the potential environmental impacts related to these different methods. The DSEIS analysis concluded that the use of modular construction for the Phase II buildings is not expected to result in significant adverse impacts in the relevant technical areas beyond those identified for conventional construction.

Comment 3M-7: How much noise is to be expected from the delivery of the modular units during Phase II and how will noise complaints be handled? The experience of local residents during the construction of B2 are not encouraging in this respect. Residents on Dean Street have described the impact of night-time deliveries: serious noise causing loss of sleep for parents and children, as well as construction workers smoking in front of their home. If FCRC could refuse help to residents of one the homes

closest to active construction within the project site, it doesn't bode well for residents living near the Phase II site. (BrooklynSpeaks)

Response 3M-7:

Noise resulting from night-time module deliveries during Phase II with the Extended Build-Out Scenario is examined in Chapter 3M, "Modular Construction," of the SEIS. For purposes of the modular construction noise analysis a maximum of four night-time deliveries were conservatively assumed to pass by any single receptor location in a single hour. Where practicable and feasible, construction sites would be configured to minimize back-up alarm noise and trucks would not be allowed to idle more than three minutes at the construction site. Furthermore, trucks used for night-time module deliveries would use adaptive back-up alarms that adjust the volume of the alarm based upon ambient noise levels, so that the noise level of the back-up alarm is quieter when background conditions are quieter, including at night. The 1-hour equivalent noise level ($L_{eq(1h)}$), which is the descriptor used to evaluate the potential for noise impacts from construction, predicted to result solely from four night-time module deliveries in a single hour adjacent to a single receptor location was calculated to be in the mid 50s dBA, and the combination of the background $L_{eq(1h)}$ noise levels and the $L_{eq(1h)}$ noise level resulting from the night-time module deliveries would not be perceptibly greater (i.e., less than 3 dBA greater) than the background noise levels. While the night-time module deliveries would not be expected to result in a perceptible increase in the $L_{eq(1h)}$, operation of the trucks used for night-time module deliveries in close proximity to noise receptors would result in relatively small increases in noise level for short periods of time. Such increases in noise level would occur only when the trucks would operate adjacent to the noise receptor and would be comparable in magnitude and duration to that which would result from operation of any heavy truck on the street adjacent to the receptor.

Comment 3M-8:

The DSEIS does not offer a detailed analysis of the volume and frequency of modular deliveries to the site. Originally described as one delivery per night, at a meeting at Brooklyn Borough Hall in December 2013, FCRC announced it would be increased to four (between 10PM and 5:30AM). Nowhere does the DSEIS analyze the difference between noise impacts created by daytime and nighttime deliveries. Four (4) hours of daytime delivery activity (between 10 AM and 2 PM, as suggested by DOT) is not the equivalent of four hours of nighttime activity. (BrooklynSpeaks)

Response 3M-8:

The module delivery logistics for Building 2 were determined and approved through ongoing coordination with NYCDOT. Each Project building undergoing construction using the modular method would have an individual MPT plan, including a NYCDOT-approved modular

delivery protocol and truck route. Currently, NYCDOT permits daytime deliveries between 10 AM and 2 PM to avoid overlapping with commuter traffic peak hours (8 AM to 9 AM and 5 PM to 6 PM). In addition, overnight deliveries are permitted during the time period from 10 PM to 5 AM to facilitate on-site construction the following morning. For Building 2, a maximum of four nighttime deliveries is currently permitted.

Chapter 3M, "Modular Construction," included an analysis of noise effects resulting from day-time modular construction activities and night-time module deliveries. The analysis concluded that the calculated noise levels and resultant predicted construction noise impacts shown in the analysis of conventional construction are conservatively representative of the noise conditions that would be expected with day-time modular construction. In addition, while night-time delivery of modules would occur, the analysis concluded that these deliveries would not be expected to result in a perceptible increase in the Leq(1h). Operation of the trucks used for night-time module deliveries in close proximity to noise receptors would result in increases in noise level for short periods of time. Such increases in noise level would occur only when the trucks would operate adjacent to the noise receptor and would be comparable in magnitude and duration to that which would result from operation of any heavy truck on the roadway adjacent to the receptor. Consequently, these short-term increases in noise level during night-time module deliveries would not constitute a significant adverse noise impact. Per NYCDOT, nighttime deliveries are preferred and to date, they have not approved more daytime deliveries than are permitted at night.

Comment 3M-9: How can the impact of these night and daytime modular deliveries be evaluated? Since there are no statistics provided in the DSEIS about the number of deliveries that would occur for conventional construction, there is no benchmark against which to measure the impact of modular deliveries. The DSEIS should present hard data to back this up. (BrooklynSpeaks)

Response 3M-9: FCRC has just announced that the construction schedule of B2 is now extended, and will now take an additional year to complete. Because of the length of time B2 is taking to construct, and the unanticipated use of nighttime deliveries as an integral and regular part of the construction plan, the maximum necessary steps to mitigate the problem should be taken so that problems of residents affected by the noise are addressed. (DSBA, BrooklynSpeaks)The comment is not correct. The estimated number of deliveries for the duration of the Phase II construction period under the Extended Build-Out scenario using conventional construction

is presented in Tables 3A-5 through 3A-7 in Chapter 3A, “Construction Overview.” As discussed in Chapter 3M, “Modular Construction,” based on current information, on-site superstructure construction and fit-out activities using modular construction is projected to have approximately half as many daily truck trips to the site as compared to the use of conventional construction. The analysis presented in Chapter 3M of the DSEIS concluded that the use of modular construction for the Phase II buildings would not result in significant adverse impacts in the relevant technical areas beyond those identified for conventional construction.

Comment 3M-10: Will the nighttime delivery of modular units to the Phase II require any special lighting of the site? It seems reasonable to expect that it will. If it does, what will the impact be on local residents? Neither the possibility of nighttime lighting nor its likely impacts are addressed in the DSEIS. (BrooklynSpeaks)

Response 3M-10: NYCDOT currently permits a maximum of four nighttime module deliveries per day for Building 2. Overnight on-site construction activities is limited because all modules delivered will remain on the bed of the truck (the truck cabs will be disconnected from the truck beds after they have reached the designated location on the construction site); no picking or module assembly will occur during the nighttime. For safety reasons, each oversize delivery would be accompanied by a lead vehicle and a chase vehicle equipped with amber warning lights as per NYCDOT requirements. Otherwise, no special lighting is expected to be required for nighttime delivery of modular units. The amber warning lights on escort vehicles are to alert motorists of the wide loads and are generally not used once the bed of the truck has been disconnected.

Comment 3M-11: Will either the nighttime or daytime deliveries cause traffic problems on local streets? Although the DSEIS claims there will be fewer trucks traveling to and from the building sites in a modular scenario, the wide-load deliveries of the mods are challenging and unpredictable. The DSEIS contains nothing about potential closures of pedestrian access routes in the Phase II site to accommodate modular construction, but presumably they should be expected. (BrooklynSpeaks)

Response 3M-11: It should be noted that NYCDOT’s stipulation for allowing this type of deliveries 10 AM to 2 PM, then after 10 PM is based on review of traffic levels in the area. As described in Chapter 3M, “Modular Construction,” the modules would be transported to the construction site on a NYCDOT-approved truck route. Since a permit is required for every oversize load, there would be a regular approval process from the trucking division of NYCDOT. In addition, module delivery routes are

developed in coordination with NYCDOT, which would include the examination of a series of route and geometric surveys. For safety reasons, each oversize truck would also be expected to be accompanied by a lead vehicle and a chase vehicle during delivery.

The MPT requirements for modular construction would be similar to the MPT requirements for conventional construction methods—maintaining vehicular and pedestrian access throughout and limiting closures to sidewalks and curb lanes to the extent possible, and where necessary providing sidewalk bridges and temporary sidewalks to facilitate safe and adequate pedestrian circulation, with the exception of limited redirecting of pedestrian flow in accordance with NYCDOT stipulations. The differences in spatial requirements between modular and conventional construction are discussed in Chapter 3M, “Modular Construction.” Approval of MPT plans and implementation of the closures would be coordinated with NYCDOT’s OCMC. As with the curb lane and sidewalk closures, NYCDOT’s OCMC is expected to provide the appropriate MPT stipulations to ensure that loss of or diminished traffic capacities would be minimized to the extent practicable. As noted in Chapter 3M, at intersections where Phase II of the Project is predicted to result in significant adverse construction traffic impacts, these impacts are expected to be less for construction under modular construction methods as compared with construction under conventional construction methods.

CHAPTER 4A: OPERATIONAL SOCIOECONOMIC CONDITIONS

Comment 4A-1: The DSEIS states that the affordable housing added by the Extended Build-Out Scenario would give preference to current residents of Community Districts 2, 3, 6, and 8." This is contradicted by the following: the 2005 Atlantic Yards Community Benefits Agreement, which described the “neighboring community” as Community Districts 2, 6, and 8; a 2010 report by the NYC Comptroller on Public Benefits Agreements that describes how the developer convened a meeting that included members of Community Boards 2, 6, and 8; and statements at an Affordable Housing Information Session in July 2006 that the preference would go to residents of Community Districts 2, 6, and 8. (Oder)

Response 4A-1: ESD is not party to the Community Benefits Agreement. It should be noted however, that under that document, the project sponsors have agreed that they “will work with government agencies to develop a Brooklyn-based definition of Community Preference.” The FSEIS clarifies the procedures for creating a local preference in affordable lotteries. The procedures currently in place for a developer to seek approval for a proposed geographic preference in the affordable housing

lottery for a newly developed building containing affordable housing units are outlined in a booklet published by the New York City Housing Development Corporation (“HDC”) and the New York City Department of Housing Preservation and Development (“HPD”) titled “Marketing Guidelines (Updated March 2012).” According to this guidance document, HDC and HPD require that the developer submit a marketing plan to the relevant agency and then market the opportunity to participate in the affordable housing lottery for the new building’s affordable housing units in accordance with the agency-approved marketing plan. The affordable housing lottery itself is generally administered by the relevant City agency.

For Building 2 (presently under construction), the project sponsors have informed ESD that they intend to submit an affordable housing marketing plan to HPD that would provide for a community preference for residents of Community Districts 2, 3, 6, and 8.

Comment 4A-2:

Over 1,900 of the 2,250 units of affordable housing, by far the biggest public benefit that’s promised in the eyes of many residents, is in Phase 2 of the Project. ESD’s allowing that much needed affordable housing to be delayed more than 20 years has a dramatic impact on local residents, in particular African American residents, who otherwise would be eligible for the affordable housing lotteries if the housing were to be built sooner. . . The Draft SEIS acknowledges the increase in rents in Community Boards 2, 3, 6, and 8. The affordable housing at Atlantic Yards will be subject to Affordable Housing Lotteries and residents in community Boards 2, 3, 6, and 8 would receive preference. The racial makeup of these Community Boards is changing dramatically. African Americans were the majority in at least two of those community boards and are projected to be a minority of the population as time goes by. Therefore, a delay in the provision of affordable housing at Atlantic Yards has a disproportionate impact on African Americans and your consultants have advised you that they’re not going to study that impact in the SEIS. (de La Uz)

I want more affordable housing to stem the tide of gentrification, which is having an adverse impact on the balance of the racial composition of downtown Brooklyn, something that we would all celebrate I would hope and something that we all would want to maintain (James)

The SEIS does not study the impact on particular racial/ethnic groups, an issue for those who see gentrification as displacing longstanding black residents. Rather, it looks at income. (Oder)

While ESDC and FCRC have made public statements that the housing will be accelerated, they have not indicated that they will commit to a specific timeline to actually build that housing and the agreement which

dictates how much time they have to build the housing, including the affordable housing, continues to maintain that they have until 2035 or later to complete Phase II of the project. ESDC's allowing that much needed affordable housing to be delayed more than 20 years has a dramatic impact on local residents—in particular African American residents—who otherwise would be eligible for the affordable housing lotteries if the affordable housing were provided on the originally approved timetable of 2014... The affordable housing at Atlantic Yards will be subject to affordable housing lotteries and residents of Community Boards 2, 3, 6 and 8 will receive preference in the lotteries. The racial make-up of CB 2, 3, 6 and 8 is changing dramatically. African Americans have been the majority in at least two of those community boards yet as time goes by and gentrification and displacement pressures reach epic proportion, they are projected to be a minority of the population. Therefore a delay in the provision of affordable housing at Atlantic Yards has a disproportionately negative impact on African Americans and the DSEIS has indicated that that disproportionate impact will not be studied. The impact of the delays to date has already been experienced by residents in the community and only gets worse with every passing month as displacement pressures mount. (BrooklynSpeaks)

Response 4A-2:

The Extended Build-Out Scenario analyzed in the SEIS represents construction that would be scheduled to coincide with the Outside Phase II Substantial Completion Date established by the Development Agreement. The use of this scenario for purposes of analysis is consistent with the Court Order, which requires ESD to prepare an SEIS for a prolonged delay in the Phase II construction schedule. However, ESD believes that, by requiring very large up-front investments in Project infrastructure (such as the new transit entrance and LIRR rail yard) and substantial land acquisition costs, ESD has put into place substantial financial incentives for the Project sponsors to construct the Phase II housing program on a faster schedule. In addition, ESD has established a contractual framework that allows construction to occur as soon as is commercially reasonable.

Even under the Extended Build-Out Scenario (which assumes, consistent with the Court Order, that the Project will not be completed until 2035), much of the Project's affordable housing is projected to be complete prior to 2035 because it would be constructed incrementally over the course of the Project buildout. For example, 50 percent of the units (181 of the 363) in Building 2, which is presently under construction, will be affordable.

With respect to the commenters' statements relating to Community Board preferences for the affordable housing lottery, the procedures currently in place for a developer to seek approval for a proposed geographic preference in the affordable housing lottery for a newly developed building are outlined in a booklet published by the New York City Housing Development Corporation ("HDC") and the New York City Department of Housing Preservation and Development ("HPD") titled "Marketing Guidelines (Updated March 2012)".¹ According to this guidance document, HDC and HPD require that the developer submit a marketing plan to the relevant agency and then market the opportunity to participate in the affordable housing lottery for the new building's affordable housing units in accordance with the agency-approved marketing plan. The affordable housing lottery itself is generally administered by the relevant City agency. It is not known at this time whether the City agencies will change their policies with respect to the inclusion of local preferences in marketing plans in the future, prior to construction of any of the new Project buildings under the Extended Build-Out Scenario.

The 2009 MGPP specifies the number of affordable housing units to be built in connection with the Project but does not regulate the selection process for these units, because it is anticipated that they will be financed using HDC, HPD or other available affordable housing programs and subject to the regulation of the applicable affordable housing financing agency. For Building 2 (presently under construction), the project sponsors have informed ESD that they intend to submit an affordable housing marketing plan to HPD that would provide for a community preference for residents of Community Districts 2, 3, 6, and 8. This marketing plan would be subject to approval by HPD. The project sponsors have informed ESD that they also intend to include a community preference in the affordable housing marketing plans for future buildings as well. It is not known at this time whether such plans may include a local preference for former residents of the community. It is anticipated that all such plans would be subject to the approval of the relevant City or State affordable housing agency.

The *CEQR Technical Manual* methodology for socioeconomic impact assessment does not focus on race, but rather on the income profile of a study area's population, and whether a proposed action would result in a significant change to the study area's income profile. Nevertheless, the available data relating to the existing race and income distributions in Community Districts 2, 3, 6 and 8 show that, notwithstanding the

¹ <http://www.nyc.gov/html/hpd/downloads/pdf/Marketing-Guidelines.pdf>.

demographic changes that have occurred in the area, it is still expected that a substantial percentage of households eligible for the Project's affordable housing will be African American. The latest available data from the U.S. Census Bureau indicate that the Community Districts that would receive preference in the Project's affordable housing lotteries currently include substantial numbers of Minority and African American households with incomes that would qualify for the affordable housing units. The most recent census data (based on the 2008-2012 American Community Survey) that provide information about race, ethnicity and incomes in the four Community Districts are summarized in the table below.

Households in Income Brackets Eligible For Atlantic Yards Affordable Housing, by Race/Ethnicity, 2012

Brooklyn Community District	Number of Households with Incomes Eligible for Atlantic Yards Project's Affordable Housing(1)	Percent of Income-Eligible Households From One or More Minority Groups(2)	Percent of Income-Eligible Minority Households That Are African American(3)	Percent of Income-Eligible Households That Are African American(3)
CD2	28,876	51%	57%	29%
CD3	29,873	84%	83%	70%
CD6	29,027	32%	N/A	N/A
CD8	29,921	76%	87%	66%
TOTAL	117,697	61%	N/A	N/A

Notes:

- (1) Income-eligible households are those earning between 30 percent and 160 percent of the Area Median Income (AMI) for the New York City metropolitan area. The AMI is set annually for metropolitan areas and non-metropolitan counties by the U.S. Department of Housing and Urban Development (HUD), and varies according to family size. It is therefore referred to as the median family income (MFI). As of December 11, 2012, MFI for the New York, NY HUD Metro FMR Area for a family of four was \$85,900.
- (2) Includes all households except those classified as "White Alone, Not Hispanic or Latino."
- (3) Stratified household income data for African American households is not available for Community District 6.

Source: US Census Bureau, 2012 American Community Survey, 1-Year data.

Community Districts 2, 3, and 8 contain 49,042 African American households (i.e., households with a Black- or African American-Alone householder) with incomes that would qualify them for the Project's affordable housing units. Comparable data for Community District 6 are unavailable. These 49,042 African American households represent approximately 55 percent of all households in Community Districts 2, 3, and 8 that would be eligible for the Project's affordable housing based on household income. (Minority households, including all households other than "White-Alone, Not Hispanic or Latino," comprise approximately 61 percent of households in Community Districts 2, 3, 6, and 8 that would qualify for the Project's affordable housing.) Thus, there is currently a large African-American population in the local area, and there will in the future continue to be many local income-eligible

African-American residents in the area. The number of affordable housing units on the Project site (2,250 units) will under any schedule be far smaller than the population of income-eligible African-American residents in the area.

The commenter expresses concern that the African American population in Community Districts 2, 3, 6, and 8 is decreasing relative to the non-African American population, and that this trend may continue into the future, putting African Americans at a disadvantage in the Project's affordable housing lotteries. Although it is true that the area surrounding the Project site has become more affluent since the time of the 2000 census data cited in the 2006 FEIS, affluent residents would not be income eligible for the Project's affordable housing units. The race of affluent new residents who are not income-eligible for the Project's affordable housing units will not determine the racial or ethnic composition of the affordable housing units at Atlantic Yards.

The table below shows the number of income-eligible African American households living in the four nearby Community Districts in 2005, when planning for the Project began in earnest, and in 2012. As indicated in the table, there has been a decrease in the African American population within the relevant income brackets within two of the four Community Districts, and a slight increase in the third Community District as to which data are available. These changes, however, are less dramatic than suggested by the commenter.

African American Households in Income Brackets Eligible for Atlantic Yards Affordable Housing, 2005 and 2012

Brooklyn Community District	Number of Income-Eligible African American Households in 2005(1)	Number of Income-Eligible African American Households in 2012(1)
CD2	9,263	8,444
CD3	20,706	20,763
CD6	2,004	N/A
CD8	22,191	19,835
<p>Note: Income-eligible households are those earning between 30 percent and 160 percent of the Area Median Income (AMI) for the New York City metropolitan area. The AMI is set annually for metropolitan areas and non-metropolitan counties by the U.S. Department of Housing and Urban Development (HUD), and varies according to family size. It is therefore referred to as the median family income (MFI). As of April 7, 2006 (the data point used in the FEIS), the MFI for the New York, NY HUD Metro FMR Area for a family of four was \$70,900. As of December 11, 2012, MFI for the New York, NY HUD Metro FMR Area for a family of four was \$85,900.</p> <p>Source: US Census Bureau, 2005 and 2012 American Community Survey, 1-Year data</p>		

The neighborhoods surrounding the Project site are influenced, in part, by overall demographic trends in New York City. The census data indicate that the City's African American population comprised 26.6% of the City's population in 2000 and 25.1% of the City's population in 2012. The decrease in the number of income-eligible African American households in two of the four Community Districts can be viewed in the

context of overall demographic trends in the City, which has seen growth in its Asian and Hispanic populations in recent years — increasing from 9.8% to 12.9% and 27.0% to 28.6% of the City's population between 2000 and 2012, respectively.

The most current available data indicate that the Community Districts near the Project site have a higher proportion of income-eligible African American households compared to the City-wide average. Based on the 2012 ACS data, approximately 55 percent of income-eligible households in Community Districts 2, 4, and 8 are African American, while in the City as a whole, approximately 25 percent of the income-eligible households are African American. (Comparable data are not available for CD6.) If the comparison is made on the basis of all minority groups, the neighborhoods surrounding the Project site more closely resemble the City as a whole: 61% of the income-eligible households in the four Community Districts are minority households, compared to 60% of the income-eligible households in the City as a whole.

The commenters' allegation of a disparate impact is based on incomplete data and a focus on population groups that include populations with incomes not eligible for affordable housing. The commenters provide no basis for their assertion that new income-eligible residents in the area over the next 20 years will be of a particular race or ethnicity, and do not identify a methodology or source for their projections related to the race and ethnicity of new residents over the next 20 years.

Comment 4A-3:

Many of the buildings currently being built in the neighborhood are comprised of 100% market-rate units. (The Downtown Brooklyn Partnership's 2013 Programmatic Report states that there are currently 3,300 residential units under construction in downtown Brooklyn, of which only 419 units, or 13 percent, are affordable.) By contrast, the commitments in place for the Atlantic Yards Project require that 35% of the units be affordable. Thus, the Project includes an unusually high percentage of affordable units and is located among highly diverse Brooklyn neighborhoods. As indicated in the DSEIS, the affordable housing component of the Project is a benefit of the Project, and a delay in the delivery of that benefit in the Extended Build-Out Scenario would not be a Project-related socioeconomic impact. I am very concerned about the original project promise to provide 2,250 units of affordable housing to our community by 2016. We continue to witness residents around the Barclays Center experience significant and increased displacement pressures since the sports arena was first announced in 2003 and subsequently completed in 2012. Barclays Center not only sits geographically in the nexus of Community Boards 2, 3, 6, & 8, but is

also in an area where many long-time residents are being priced out and pushed out of their communities. The first residential building at Atlantic Yards is years behind even the renegotiated 2009 schedule, and less than half of its 181 "affordable" apartments will be affordable to families earning an average Brooklyn income or less, with only 10 of those apartments being suitable for families. The small fraction of family sized affordable units coupled with the decreasing affordability created by the ever-rising AMI, upon which affordable unit qualifying income bands are based, means these impacted community board districts (My family included) will see little to no public benefit for affordable housing realized, while these districts are in crisis.

Additionally, decades long delays means the people who most need the affordable housing now, will likely have been displaced by the time it's built. Meanwhile longtime residents face increasing displacement pressures and evictions as landlords challenge rental protections, speculate, and opt not to renew leases in favor of extreme rent increases as "market rate" becomes unaffordable to most. (Aronowsky)

The delay in the schedule for constructing the affordable housing from 10 years to 25 years will have a deeply negative impact on our community. In 2010, the economic recession was cited as the reason ESD and Forest City Ratner renegotiated the construction timeframe and delayed the build out of the affordable housing from 10 years to 25. However, today Brooklyn is experiencing an economic and development boom. Gentrification is rampant and our low to middle income residents are struggling to remain in their homes. No matter what happens, ESD and Forest City Ratner need to accelerate the construction of the affordable housing component of this Project. Delaying the build out of the vast majority of the affordable housing to 2035 is unacceptable. The goal for completing the project must be 10-years. (Brennan)

The major public benefit promised under the Atlantic Yards agreement is the creation of 2,500 units of affordable housing. The longer the delivery of this promise is delayed the fewer original residents promised this benefit will there be to actually benefit from it. And since the gauge of affordability is adjusted every year, delay makes any affordable apartments more expensive than most Brooklynites can afford. This delay cannot be allowed to continue. This vital public benefit must be prioritized. (Montgomery)

A speculative real estate fever is forcing even more longtime residents from their homes, a fever based on the assumption that the Atlantic Yards will change the character of the neighborhoods surrounding it to a miniature upscale Manhattan. (Montgomery)

The potential for 2,250 units of affordable housing at Atlantic Yards would be a major help to Brooklynites who are facing rising rents on an annual basis. Residents across the city, including those around the Atlantic Yards projects have been and continue to be displaced because they can no longer afford to live in their communities. . . Any report that suggests delays until 2035 for a project that broke ground in March, 2010 is unacceptable. Part of the NYSEDC's purpose is to "encourage sound practices in the conduct of regional and statewide development programs." I believe the sound practice in this project is for Forest City Ratner and the NYSEDC to make a firm commitment to accelerate the timeline for completing the build out of affordable housing at the Atlantic Yards Project. (Millman)

We have to finish the affordable housing apartments that were promised to our community and we have to finish those apartments in time for the people who need them to be able to afford to stay in this neighborhood. (Freidson)

The DSEIS notes that blight is no longer a problem and that area rents and purchase prices are rising and will continue to do so over the now extended project time frame. It is also noted that the surrounding minority population is dramatically decreasing as housing prices are increasing. The net result is that this project, in conjunction with other market forces, is adding to the gentrification of the area and driving lower income groups from the area. That drive will not be mitigated by the limited amount of affordable housing provided by this project. Moreover, that affordable housing will become less affordable as the AMI upon which the rents will be based are rising, thus skewing the "affordability" of the rents. Gentrification is an impact and a change in community character and is a prime issue of consideration under SEQRA, one of the areas of which ESD must take a hard look. (DDDB)

It is my understanding that the residents of the four (4) Community Boards, 2, 3, 6, and 8 will have preference with regard to the affordable housing. It makes me sad to think that many of these residents, some of whom may have been displaced by the use of eminent domain, may not be alive to move in to these apartments when they are finally completed. (Granville-CB8)

The extension of the project deadline from a long-professed ten years to a potential 25 years means that [affordable] housing slips away for two reasons. Not only might residents lose their unregulated apartments as rents rise over time, they become less likely to qualify for subsidized units as the rise in AMI, the index for affordability, outpaces their incomes. After all, the wealthiest cohort of households in the ¾-mile study area has already more than doubled, from 16 percent of the

population in 2000 to 34.5 percent of the population in 2011. It sure sounds like a problem. Oddly enough, in the court-ordered DSEIS, that common sense conclusion – that Atlantic Yards might contribute to indirect residential displacement- gets waved aside. . . How does the displacement problem get swept away? ESD says a delay in public benefits does not determine significant adverse environmental impacts. (DDDB)

Response 4A-3:

The Draft SEIS has been prepared pursuant to the Court Order to examine the potential environmental impacts of a prolonged delay in the completion of Phase II of the Project. Neither the Project documents nor the SEIS preclude a more rapid project completion, which was analyzed in the 2006 FEIS.

The DSEIS acknowledges that median household income has increased in the study area since the 2006 FEIS, and these trends are reflected in increases in rent and property values. In general, portions of the study area have experienced an ongoing trend of displacement of vulnerable population as low- to moderate-income households are being priced out of the market. This trend, which was identified in the 2006 FEIS as occurring with or without the Project, is not related to the new housing provided by the Project because none of the Project's residential buildings have been completed at this time. In the Future Without Phase II, some residential units are expected to turn over to more affluent households paying market rate rents, and some will transition from renter to owner occupancy. Therefore, the DSEIS concludes that residential displacement will continue to occur and incomes will continue to rise irrespective of Phase II of the Project.

As compared to a more accelerated schedule, the completion of Phase II housing under the Extended Build-Out Scenario would not, in the short term, provide the same supply of housing that could help to relieve these market pressures. As described in the DSEIS, as per the Project commitments, not more than 50 percent of the Phase II units are permitted to be built without completion of at least 50 percent of the Phase II affordable units. This requirement would ensure that the affordable units would be phased in incrementally. Further, when compared with the Future Without Phase II, in which no new housing units would be developed on the project site, the development of Phase II under the Extended Build-Out Scenario would provide more relief through the provision of new affordable housing. The affordable units added by Phase II could help to ensure housing opportunities for lower-income residents, and would contribute to the diversity of the demographic composition within the study area.

See response to Comment 4A-8 regarding changes in AMI and eligibility for affordable housing. See response to Comment 4A-2 regarding the minority population and the Project's affordable units.

Comment 4A-4: There are serious concerns that the current income qualifications for the affordable units do not properly reflect the community's needs. They are outdated and insufficient given the population currently living in the communities surrounding Atlantic Yards. (Brennan)

We believe that the income qualifications for the affordable units should be modified to reflect the community's need. (James et al)

When you talk about affordable housing, if I make a million dollars income, yes, affordable for me. But when I make \$50,000, \$40,000, \$30,000 a year, what does the Project mean to me? (Stanback)

Response 4A-4: Table 1-2 in Chapter 1, "Project Description," shows the distribution of the affordable housing units across household income bands, assuming a household size of four persons per household. If the household size were smaller, the minimum and maximum incomes for each income band would be lower. The income bands are based on the Mixed-Income Program administered by the New York City Housing Development Corporation (HDC). Under that program, low income units can be rented to those earning at or below 50 percent of AMI for the New York City metropolitan area and middle-income units can be rented to those earning at or below 175 percent of AMI. As explained in the DSEIS, Phase II affordable units would be reserved for households making between 30 percent and 160 percent of AMI for the New York City metropolitan area.

As shown in Table 1-2 in the DSEIS, Phase II of the Project will provide 740 housing units for households with incomes between \$25,770 and \$42,950, based on a four-person family and the MFI for the New York NY HUD Metro FMR Area as of December, 2012.

Comment 4A-5: There is a need for a greater proportion of 2 and 3-bedroom units in the plans for the residential housing. The affordable housing units currently being constructed in B2 are primarily studio and one-bedroom units, which do not properly reflect the number of families who will depend on the availability of the affordable units. In the housing Memorandum of Understanding Forest City Ratner signed with ACORN, Forest City Ratner promised 50% of the affordable units would be 2- and 3-bedrooms suitable for families. However, only 35 of the affordable units in B2 are 2-bedrooms (19%), and only 10 of those are targeted at families making at or below average income for the neighborhood. This proportion must be modified in order to properly reflect the community's needs. (Brennan)

We remain united in our belief that the types of affordable units should consist of a greater proportion of 2 and 3-room units. The majority of the affordable units currently under construction at B2 are studios and 1-bedrooms. These units are not appropriate for the large number of families in our community who are relying on the Project's affordable housing units so that they can remain in the neighborhood, and in some cases, return to the neighborhood after being forced out of their homes due to rapid gentrification and escalating rents. (James et al)

Therefore I urge that ... that a substantial number of those affordable units be 2, 3, and 4 bedrooms to accommodate the needs of families. This was the original intent and design, and it must be delivered with all possible speed. (Montgomery)

Do I think B2 had enough two-bedroom apartments? No. And I can testify to that in court and trust me, Forest City knows exactly how I feel. And the Mayor of New York knows exactly how I feel. And this tower and the next tower and the one after that and the one after that going to have more two bedrooms and three bedrooms? Absolutely. (Speliotis)

Response 4A-5:

Comment noted. There have been no changes to the affordable housing component of the Project since the 2006 FEIS. As stated in the DSEIS, it is a Project goal that 50 percent of the affordable units on a square foot basis would be two- and three-bedroom units, subject to the availability of programmatic support for larger affordable housing units by the city, state and federal housing programs utilized for the affordable housing at the project site.

Comment 4A-6:

At-risk households in census tracts east of the project are in rapidly gentrifying neighborhoods (e.g., Bed-Stuy, Crown Heights). The DSEIS characterizes these areas as having stable rents, likely to remain so until 2035, due to recent rezonings with voluntary inclusionary bonuses, but no further backup is provided to prove the assumption is reasonable. The DSEIS should explain why it believes developers will take advantage of the voluntary bonus, how many units will be added through use of the bonus, and what their affordability will be. (BrooklynSpeaks)

The rezonings cited [as adding Inclusionary Housing Program Areas] include only a voluntary inclusionary component, which has not been shown to be an effective incentive for the creation of affordable housing in New York City. Further, the neighborhoods of Crown Heights and Bedford-Stuyvesant to which the statement refers are experiencing rapid gentrification at this point. The DSEIS should reassess the potential for vulnerable populations of these neighborhoods to be displaced in the future, particularly since their residents would be eligible for preference

in lotteries for distribution of affordable housing units at Atlantic Yards. (BrooklynSpeaks)

Response 4A-6: The DSEIS does not, as the commenter suggests, characterize overall rental rates in neighborhoods like Crown Heights and Bedford Stuyvesant as stable and likely to remain so until 2035. The DSEIS discusses the Inclusionary Housing Program Areas in the context of census tracts identified in the 2006 FEIS as containing households that were potentially vulnerable to indirect residential displacement. As described in the DSEIS, since the 2006 FEIS, rezonings in Fort Greene/Clinton Hill (2007) and Crown Heights West (2013) have added Inclusionary Housing Program Areas to portions of the study area that were identified in the 2006 FEIS as containing low- and moderate-income populations potentially at-risk of indirect displacement. It is likely that in the future without the Project, residential buildings will be developed in these at-risk census tracts that include affordable units. Assuming that legislative changes are not made to the Inclusionary Housing Program and other relevant rent regulation programs, any affordable housing built under the Inclusionary Housing Program in these areas would be permanently affordable, and not affected by upward pressure on rents.

As indicated in the DSEIS, the study area is expected to gain 7,707 new residential units by 2035, not counting the residential units that would be introduced by Phase II of the Project. Of these 7,707 units, 20 percent (1,541 units) were assumed to be affordable, based on the Inclusionary Housing Program threshold. Absent specific information on No Build residential projects, it is conservatively assumed that 80 percent of the units would be market rate and 20 percent would be affordable. An analysis that assumed 100 percent market rate No Build projects would have less potential to show variance between the No Build and Build condition, which is the basis for determination of significant adverse impacts.

Comment 4A-7: The additional apartments cited [as assumed to be built in the No Build condition] are presumably 80% market rate under the DSEIS' assumptions, which would mean that of the additional 2,836 units (7,707-4,871), 567 would be affordable. The DSEIS should explain how these 567 apartments could compensate for the 1,950 affordable apartments expected to be delivered in Phase II. (BrooklynSpeaks)

Response 4A-7: The commenter has incorrectly tabulated the number of residential units to be introduced in the future absent the Project (No Build units). As indicated in the DSEIS, the study area is expected to gain 7,707 new residential units by 2035, not counting the residential units that would be introduced by Phase II of the Project. Of these 7,707 units, 20

percent (1,541 units) were assumed to be affordable and 80 percent (6,166 units) were assumed to be market rate. As compared to a more accelerated schedule, the completion of Phase II housing under the Extended Build-Out Scenario would not, in the short term, provide the same supply of housing that could help to relieve these market pressures. However, the additional No Build housing supply could still serve to partially relieve upward rent pressure in the study area. Moreover, even in the Extended Build-Out Scenario, the Project's 2,250 units of affordable housing would be built-out incrementally as Project construction progresses; most of the Project's affordable units would be constructed well before the assumed 2035 Build Year in the Extended Build-Out Scenario.

Comment 4A-8:

The DSEIS states that "While the income bands that correspond to these AMI categories may change in the future, this would be driven by a general increase in family incomes within the metropolitan area, and would not be directly related to any trends specific to the study area." But the statement above does not consider that Federal AMI is rising faster than local median income, meaning that the indexing of affordable housing rents to AMI will make all "affordable" units in the study area less affordable with time to local residents. The DSEIS should consider the increasing gap between Federal AMI and median income among community districts 2, 3, 6 and 8 and project how it will affect real affordability to local residents over time. For the purposes of this study, the DSEIS should use the affordability levels of Atlantic Yards' first residential building by AMI in its projection. (BrooklynSpeaks)

Response 4A-8:

As described in the DSEIS, the income limits for the project's affordable units would be based on the AMI for New York City, rather than a federal median income as the commenter suggests. AMI represents the midpoint in the family income range for a given geographic area—in this case, the New York City metropolitan area. The AMI is set annually for metropolitan areas and non-metropolitan counties by HUD, and varies according to family size. The eligibility requirements for on-site affordable housing applicants will be subject to affordable housing program requirements at the time each project site is developed, i.e., eligibility for affordable housing units introduced in 2025 would be linked to income tiers based on 2025 AMI. It is anticipated that the project's affordable units would be reserved for households earning between 30 percent and 160 percent of New York City metropolitan area AMI.

In 2012, New York City AMI was \$65,000. The weighted median household income for Community Districts 2, 3, 6, and 8 (the local area

referenced by the commenter) in 2012 was \$59,200. While median household income in Community Districts 2, 3, 6, and 8 was lower than the AMI for the New York City metropolitan area in 2012, it has increased faster than the New York City metropolitan area AMI since 2005. In 2005, the New York City metropolitan area AMI was \$54,500 and the weighted median household income for Community Districts 2, 3, 6, and 8 was \$46,022. Between 2005 and 2012, the New York City metropolitan area AMI increased by 19.5 percent, and the median household income in the Community Districts increased by 28.6 percent. Therefore, the gap between the New York City metropolitan area AMI and the median household income in the Community Districts has been decreasing.

The commenter provides no basis for projecting future increases in the New York City metropolitan area AMI or future increases in the median income of Community Districts 2, 3, 6 and 8; such projections are not available and are not required to determine whether the Extended Build-Out Scenario would result in significant adverse environmental impacts. As described in the DSEIS, because AMI is based on incomes within the metropolitan area, any rise in the New York City metropolitan area AMI would likely affect families both within and outside of the Community Districts. The Project's ambitious requirement of 35 percent affordable housing units – much higher than most new development in these community districts – would ensure that Project residents include persons with a wide spectrum of incomes.

Comment 4A-9: We want the Project to offer substantial jobs and not just low level, low-paying jobs. We need to see middle management and senior management reflect the neighborhood. And what happened in Phase 1, there are a lot of low level jobs that were given to us but the middle management and the senior management does not reflect the neighborhood. (Stanback)

Response 4A-9: In accordance with *CEQR Technical Manual* guidelines, the DSEIS estimates the total number of Phase II jobs by generator (residential, retail, parking, community facility). As described in Chapter 4A, "Operational Socioeconomic Conditions," Phase II of the Project would introduce an estimated 713 jobs by 2035. A majority of these jobs (468 jobs) would be associated with the Phase II retail and community facility space. The remainder would be associated with the Phase II residential space and parking facilities.

An analysis of jobs by skill level or salary level is outside of the scope of an EIS analysis, and the focus of this DSEIS is Phase II under an Extended Build-Out Scenario, not Phase I. However, it is noted that the annual operation of the completed Phase I project components involves

jobs in a broad range of occupations (e.g., management, office and administrative support, food preparation, sales, security, building and grounds maintenance) which have varied job skill requirements and associated wages.

Comment 4A-10: Though the FEIS in 2006 predicted that, without Atlantic Yards, the percentage of households in the lowest income band would be 18 percent by 2016, the share had already dropped to 13.5 percent by 2011. . . Yes, there's a difference between using constant 2011 dollars, as in the current study, and 1999 dollars, as in the previous one. But it's clear that the disproportionate growth among the wealthiest cohort exceeds what was predicted. It's a reminder that these exercises, however steeped in statistics, can be quite inexact. And that gentrification far outpaces what was officially expected. (DDDB)

Response 4A-10: The income-band analysis referred to by the commenter was based on known projects that were planned for the ¾-mile study area at the time the 2006 FEIS was issued. The analysis assumed that 80 percent of these new units, to be built independent of the Project, would be market rate and 20 percent would be affordable. The income-band analysis also assumed that the distribution of affordable housing units to be introduced independent of the Project would be the same as the distribution of Project affordable units. It would have been speculative to apply further assumptions regarding future changes in rental rates or sale prices for the existing housing stock or household incomes for the existing residential population in order to quantify changes in household income for a future study area population. In addition, to the extent that the FEIS underestimated future increases in study area household income and property values, it provided a more conservative analysis. Actual changes in income, rents, and property values substantiate the trend articulated in the 2006 FEIS—that there is an established trend of rent increases that is occurring irrespective of the Project. Furthermore, had the 2006 FEIS predicted the changes in income described by the commenter, it would only have lessened the Project-generated changes.

Comment 4A-11: The SEIS scope indicates that as long as project benefits did not serve as mitigations to preclude a significant adverse socioeconomic impact, well, they don't count. And, at least for the purposes of the environmental review, they weren't. But, in lay terms, the affordable housing was pitched as a mitigation: it was supposed to stem the tide of gentrification. That's exactly what Forest City Ratner and its partners pledged in the 2005 Community Benefits Agreement: affordable housing was aimed to "stem the growing trend of displacement through gentrification of Brooklyn." (DDDB)

Response 4A-11: Neither the FEIS nor the SEIS indicate that the Project would have significant socioeconomic impacts associated with gentrification, or that the Project's affordable housing would serve as mitigation for any such impacts. The SEIS findings regarding the provision of the Project's housing under the Extended Build-Out Scenario at a later date than assumed in the 2006 FEIS are based on guidance outlined in the *CEQR Technical Manual*. Per CEQR guidelines, the analysis of indirect residential displacement compares conditions in the future with the Project to conditions that can reasonably be expected in the future build year absent the Project. As described in Response 2-5, the SEIS assumes that no development would occur on the Phase II site absent the Project. The SEIS indicates that the substantial number of housing units, including affordable housing units, introduced by the Project could help address upward pressure on rental rates, reducing displacement pressures on the at-risk population in the study area; however, it does not present this possibility as mitigation, but rather as a beneficial effect of the Project. While the Extended Build-Out Scenario would result in the provision of Phase II housing, including affordable housing units, at a later date, the housing and associated benefits for the study area population would still be realized incrementally as Phase II is built out. When compared with the Future Without Phase II, the development of Phase II under the Extended Build-Out Scenario would improve housing availability, and the availability of affordable housing in the study area.

Comment 4A-12: In 2006, the FEIS claimed “the housing stock introduced by the proposed project would be similar in tenure, size, and affordability to the housing stock in the broader $\frac{3}{4}$ -mile study area, indicating that the socioeconomic characteristics of the new population (e.g., in household income and household size) would not be markedly different from the characteristics of the population living in the broader $\frac{3}{4}$ -mile study area.” Now the only claim regards tenure, i.e., the percentage of rentals. In other words, ESD acknowledges implicitly that the Atlantic Yards housing stock would not be similar in size (there would be more smaller units) nor affordability (it would be less affordable). (DDDB)

The FEIS claimed that the Atlantic Yards housing stock would be similar in terms of affordability to the housing stock in the broader study area, but the SEIS does not make this comparison. Is the loss of such similarity no longer meaningful? If so, why? (Oder)

Response 4A-12: There have been no changes to the affordable housing component of the Project since the 2006 FEIS. The share of renter- versus owner-occupied units, the total number of affordable units, the size of the units, and the income levels that qualify households for the affordable housing

lottery have all remained the same. Chapter 4A, “Operational Socioeconomic Conditions” re-examines the indirect residential displacement findings from the 2006 FEIS to determine whether the findings remained applicable to the Extended Build-Out Scenario. The DSEIS analysis indicates that despite changes in background income conditions, the anticipated income distribution of households introduced by Phase II of the Project would not shift the distribution of households across income brackets such that the overall socioeconomic character of the study area would change significantly.

Comment 4A-13: The SEIS analysis says that “Trends indicate that intervening established neighborhood and commercial corridors cited in the 2006 FEIS have become even more established and would continue to limit the potential for the proposed residential development in Phase II of the Project to affect rental rates in tracts containing potentially vulnerable populations.” That’s confusing because more established commercial corridors would presumably attract new development and businesses, thus nudging those already marginal further away. (DDDB)

Response 4A-13: The trends cited in the DSEIS and by the commenter—specifically intervening established residential communities with upward trends in property values and incomes and active commercial corridors—have become even more established since the 2006 FEIS independent of the Project. As the commenter described, these established neighborhoods and commercial corridors would be expected to attract new development and businesses in surrounding areas. However, this would also occur independently of the Project. For example, as described in the DSEIS, developments such as Atlantic Center and Atlantic Terminal Houses, the evolving retail along Vanderbilt and Washington Avenues, the transition of Downtown Brooklyn into a more residential neighborhood, as well as established neighborhoods such as Park Slope, would continue to have an influence on local market conditions and rents. These intervening neighborhoods and commercial corridors would therefore limit the potential for the Phase II development to affect rental rates in tracts containing potentially vulnerable populations, as the Phase II project site is geographically separated from vulnerable tracts by these established communities.

CHAPTER 4B: OPERATIONAL COMMUNITY FACILITIES

Comment 4B-1: The SEIS must address local community facilities. (Mosley)

Response 4B-1: Chapters 3D and 4B of the SEIS provide a comprehensive analysis of the community facilities and services with respect to the construction and operation of Phase II of the Project under the Extended Build-Out Scenario.

Comment 4B-2: We have seen very, very limited public benefits, and only those that were considered important to the developer ... The timetable for any promised public benefits is indefinitely postponed. The public has been told that someday there will be a school... Or perhaps there won't be anything like this if the developer, whoever that ends up being, again petitions for changes to the contract. (Montgomery)

Response 4B-2: As described in Chapter 1, "Project Description," the project sponsors have committed to provide, at the election of the New York City Department of Education (DOE), adequate space for the construction and operation of a 100,000 gsf elementary and intermediate school in the base of one of the Phase II residential buildings. At this time, the project sponsors have identified two possible sites for the potential new school: Building 6 or Building 15. Based upon currently available information, the more likely site for the school would be in Building 15.

The DOE's *2015-2019 Proposed Five-Year Capital Plan, February 2014*, proposes to allocate capital funds for the creation of the school facility at Atlantic Yards. Discussion between the project sponsors and SCA regarding the inclusion of the school in either Building 6 or Building 15 have recently commenced. Pending the adoption of the Proposed Capital Plan, finalization of the location of the Phase II school, and approval of that school site pursuant to the SCA's enabling legislation, the SCA and project sponsors would engage in a collaborative design process. As soon as practicable after receipt of the request from DOE or SCA, the project sponsors would consult and cooperate with SCA in its public review process for site selection, thereafter cooperate with DOE and SCA in their design process in accordance with SCA/DOE practice, and construct the building containing the proposed school as soon as practicable after SCA approves the design of the proposed school, completes its public review process, and authorizes commencement of construction of the core and shell of the school and the financing of the school.

CHAPTER 4C: OPERATIONAL OPEN SPACE

Comment 4C-1: Open space will be long delayed and perhaps never completed. The project was supposed to connect neighborhoods, but we continue to be cut off from one. Green space as originally promised will not materialize. (Hetsrony)

We have seen very, very limited public benefits, and only those that were considered important to the developer... The timetable for any promised public benefits is indefinitely postponed. The public has been told that... someday there will be publicly accessible open space, whatever that actually means. Or perhaps there won't be anything like

this if the developer, whoever that ends up being, again petitions for changes to the contract. (Montgomery)

Response 4C-1: As described in the 2006 FEIS, and this SEIS, when completed, Phase II of the Project under the Extended Build-Out Scenario would include eight acres of publicly accessible open space. The SEIS has been prepared pursuant to the Order of the Supreme Court for New York County to examine the potential environmental impacts of a prolonged delay in the completion of Phase II of the Project. This open space would be created incrementally over the course of construction under the Extended Build-Out Scenario and would create new north-south pedestrian connections that did not exist in the past. However, neither the Project documents nor the SEIS preclude a more rapid project completion, which was analyzed in the 2006 FEIS.

Comment 4C-2: Deliver open space earlier and put it where the demand that is generated for it is located. Consider extending Dean Playground into the HPD parking lot. (Anonymous1)

Response 4C-2: As described in Chapter 4C, while Phase II would introduce large new residential and non-residential (worker) populations, upon completion it would also provide eight acres of new publicly accessible open space. Chapter 4C concludes that Phase II of the Project would not result in any significant adverse open space impacts upon the Project's completion. However, the 2006 FEIS identified a temporary significant adverse open space impact in the non-residential (1/4-mile) study area upon the completion of Phase I. An analysis of open space during construction of Phase II of the Project is presented in Chapter 3E and concludes that compared with the Phase II schedule analyzed in the 2006 FEIS, Phase II under the Extended Build-Out Scenario would prolong the temporary significant adverse impact on the passive worker ratio in the non-residential study area that was identified in the 2006 FEIS by between approximately 7 and 9 years. Chapter 5 of the EIS proposes mitigation measures to address this prolonged impact, which included improving one or more identified plaza or open space areas. As described in Chapter 5 of the FSEIS, ESD has identified Times Plaza (an approximately 0.17-acre triangle formed by Flatbush Avenue, Atlantic Avenue, and 4th Avenue) to be improved in order to address this prolonged impact on the passive worker ratio in the non-residential study area. ESD has no authority to require that Dean Playground be extended into the HPD parking lot. ESD has no authority to require that Dean Playground be extended into the HPD parking lot. Furthermore, HPD currently utilizes the HPD parking lot for its field operations vehicles for its Division of Maintenance and emergency repairs and lead programs to service properties throughout the City of New York. HPD

has no other available location to relocate these vehicles and has no plans to move from this lot in the foreseeable future, and therefore it is not available for this use.

CHAPTER 4D: OPERATIONAL TRANSPORTATION

Comment 4D-1: The SEIS must address operational transportation. (Mosley)

Response 4D-1: Detailed operational analyses of the traffic, subway, bus and pedestrian modes along with parking are presented in Chapter 4D, “Operational Transportation,” of the SEIS.

Comment 4D-2: New traffic patterns have tied new knots in our streets. (Montgomery)

Response 4D-2: The DSEIS analyzed traffic conditions during five peak hours in a study area encompassing a total of 71 intersections extending up to 1.2 miles from the project site. For this analysis, an extensive data collection program was conducted to document current conditions at study area intersections. The traffic analysis in the DSEIS therefore reflects existing traffic patterns and operational conditions. Table 4D-20 in the SEIS identifies congested lane groups at analyzed intersections under Existing conditions.

Comment 4D-3: Finally over 250 parking spots have been eliminated from the streets immediately surrounding the arena in my section of the neighborhood. I know this because I have been counting the continuing loss of spots for years now. Limited parking ruins the attraction to move into the area. Our reputation for parking problems is now on par with Park Slope. In addition, we have to compete with construction workers, arena patrons and employees for fewer spots. We petitioned in Albany for residential parking permits and Senator Goldin who hails from Bay Ridge blocked our request. Long term residents demand parking permits NOW. Plans to renege on arena parking and to add thousands of new residents in the immediate vicinity of the arena smacks of poor planning and further disregard for the community residents. (Hetsrony)

I ask that parking access be provided to residents that AY employees are not using so that we do not compete with AY employees to park our cars. (Gunasakara)

It is quite plain that the residents of this neighborhood already lack adequate street parking. The ESDC recommends permitting the developer to reduce the permanent parking spaces required by the original plan, but this makes absolutely no sense. There isn't enough parking for those of us who live here now. When all the people who move into the new projects arrive, where are they going to park? Unless you are going to bat for us to get residential parking permits, there is

absolutely no reason to reduce the obligation of the developers to provide sufficient ADDITIONAL parking. In fact, we could use some of that parking right now. (Freidson)

We're going to lose parking. They're going to put a 20-story building where the parking is supposed to be. (Staten)

Response 4D-3:

As discussed in detail in Chapter 4D, "Operational Transportation," in the DSEIS, with full build-out of the Project, sufficient parking capacity would be provided on-site to accommodate all Project demand from non-Arena uses. The projected amount of parking capacity available at off-street public parking facilities within ½-mile of the Arena under the Extended Build-Out Scenario is also expected to be sufficient to accommodate all of the demand generated by a Nets game at the Arena, irrespective of the amount of parking provided for Arena patrons on the project site. Therefore, shortfalls in the supply of off-street parking capacity due to Project-generated demand from both non-Arena and Arena uses (including demand from residents, employees and visitors) are not anticipated. In addition, as discussed in DSEIS Chapter 5, "Mitigation," on-street parking capacity is expected to remain available with the potential displacement of up to 23 on-street parking spaces within ½-mile of the Arena due to the Project's traffic mitigation plan. As described in detail in DSEIS Chapter 6, "Alternatives," there would not be sufficient parking capacity on-site to accommodate all non-Arena Project demand under the Reduced Parking Alternative. However, under that alternative no shortfalls in off-street parking capacity are expected to occur within ½-mile of the Arena as a result of Project-generated demand (both Arena and non-Arena uses), and on-street parking capacity is expected to remain available in the same study area.

A residential parking permit (RPP) program is not under consideration as part of Phase II of the Project and is beyond the scope of this SEIS. The City has explored the possibility of instituting RPP for this area, but such a program has not been implemented to date. According to a 2012 NYCDOT study, data collected for the study "suggest that a Residential Parking Permit Program would be problematic for residents, drivers, and city government." Further, a 2013 post-Arena opening on-street parking impact study found that "while more blocks in the vicinity of the Arena 'fill up' on event days, most blocks still have available spots."

Comment 4D-4:

The DSEIS still allocates only 24 parking spaces to the 78th precinct, despite increased density and prolonged impacts on the completion of Phase II. Does the NYPD agree that the police force at the 78th precinct will not need to increase, placing further pressure on available parking spaces? (BrooklynSpeaks)

Response 4D-4: The proposed shift in some square footage of the Project from Phase I to Phase II—without any increase in the total size or number of residential units of the Project—is not expected to materially affect the parking needs of the 78th precinct. The 24 spaces of on-site parking provided for NYPD use was established in the 2006 FEIS and are not affected by a potential delay in Phase II construction.

Comment 4D-5: Make pedestrians comfortable by improving connections between neighborhoods instead of reducing them. Create neck downs. Shovel snow. (Anonymous1, Heda)

Response 4D-5: Comment noted. The Project includes a number of design features that enhance pedestrian safety and improve pedestrian connections between neighborhoods, many of which have already been implemented as part of Phase I. These have included the installation of wider sidewalks on the Arena block; the elimination of several roadway segments through the project site; a major restructuring of the Atlantic Avenue/Flatbush Avenue/4th Avenue intersection designed to increase pedestrian space and reduce the potential for vehicle/pedestrian conflicts; a new traffic signal and crosswalk on Flatbush Avenue at Pacific Street; and new high visibility crosswalks at key intersections in the vicinity of the project site. Phase II under the Extended Build-Out Scenario would include the widening of additional sidewalks and the creation of new open space that could be used by pedestrians traversing the project site. Lastly, all Phase I and Phase II buildings at the project site would be subject to applicable City regulations governing the removal of snow from sidewalks. Chapter 5, “Mitigation,” of the FSEIS includes a discussion of the potential for introducing neckdowns at the intersection of Atlantic and Vanderbilt Avenues. The project sponsors have been promptly removing snow on sidewalks adjoining their properties in accordance with New York City Law.

Comment 4D-6: We don't see significant signage and enforcement related to road issues. 3 problems for the community within traffic issue. 1st, many drivers, perhaps unfamiliar with the neighborhood, continue to make illegal left turns onto Dean Street from Flatbush Avenue (southeastern-bound). Waiting to make this left creates significant congestion. 2nd, many private cars continue to idle all around our neighborhood often in front of fire hydrants and with their engines on. 3rd, occasionally drivers reverse along Carlton after second-guessing their decision to go straight north of Dean. Reversing down an active road is dangerous for oncoming traffic and for pedestrians. (Heda, Lu-Heda)

Response 4D-6: Comment noted. The issues raised in the comment generally pertain to the enforcement of existing traffic regulations and are not directly

related to the analysis of potential traffic and pedestrian impacts from the development of Phase II under the Extended Build-Out Scenario.

Comment 4D-7: I have one minor problem with the MTA and Barclays Center. The No. 4 train and No. 5 train, the 5 train stops on the downtown at 9:00 p.m. I've been riding this train, paying 25 cents for 42 years, and this train stops at 9:00 p.m. on the downtown side and goes local. There is no reason why Atlantic Yards, the MTA and the MTA management cannot continue to give the service to the public to the people to Utica Avenue and Franklin Avenue. You should see how jammed up at 9:00 p.m. Every night I go there. (Baksh)

Response 4D-7: Comment noted. The nighttime service plans for the Nos. 4 and 5 trains operating in Brooklyn are under the purview of MTA New York City Transit.

Comment 4D-8: Arena deliveries were supposed to be coordinated to allow trucks to be loaded into the freight elevators, dropped off into the arena, unpacked and then removed so that there wouldn't be truck queuing. Nothing's been farther from the truth. After an event, it's chaos. The trucks on Dean Street are haphazardly parked much of the night. Food delivery trucks parking on Sixth Avenue are oblivious to the narrow two-way street. And the parking pad has become dangerous to pedestrians as they cross the area, creating a magnet for the people after the events. (Reschre)

Response 4D-8: Comment noted. The SEIS examines only the incremental effects of Phase II of the Project under the Extended Build-Out Scenario. The issues raised in the comment generally pertain to enforcement of existing parking regulations and Arena operational issues that are not directly related to the analysis of potential traffic and pedestrian impacts from a delay in Phase II construction. There is a protocol in place for Arena deliveries and load-in and load-out of events, where all deliveries are appropriately scheduled with Arena management.

Comment 4D-9: The DSEIS, like the 2006 FEIS, continues to disregard the projected impact of the additional 4,508-4,932 dwelling units in Phase II on the 7th Avenue subway station. The DSEIS assumes that few residents living in Phase II will utilize the already-overcrowded 7th Avenue Manhattan-bound platform in the AM peak. This demonstrates the fallacy of using average figures and misperceiving how subway users value the trade-off between walking the additional distance to the Atlantic Avenue BMT station entrance versus attempting to be the "last rider" who can board a train at the nearer 7th Avenue subway station. A substantial number of the Phase II buildings are to be sited on block

1129, whose southwest corner at Carlton Avenue and Dean Street is only four short Brooklyn blocks from the 7th Avenue station entrance at Carlton Avenue and Park Place, rather than two and one-half long Brooklyn blocks from the new Atlantic Avenue station entrance located on the west side of the arena. (BrooklynSpeaks)

Response 4D-9:

The subway stations considered in the SEIS are the same as those considered in the 2006 FEIS, and use the same transit assignments for Phase II of the Project that were used in the 2006 FEIS and were approved by NYC Transit. While an entrance to the Manhattan-bound platform of the 7th Avenue subway station is located somewhat closer to Block 1129 than the new on-site entrance to the Atlantic Avenue—Barclays Center subway station, the 7th Avenue station was not analyzed in the 2006 FEIS nor the DSEIS as it is not expected to be utilized by appreciable numbers of new trips from either Phase I or Phase II. In addition to having an entrance on the project site, the Atlantic Avenue—Barclays Center subway station is one stop closer to Manhattan than the 7th Avenue station, and provides riders with several alternative options for travel to Manhattan in the event of service disruptions on the B and Q trains. Manhattan-bound riders are also more likely to find a seat by boarding at Atlantic Avenue—Barclays Center as more B and Q passengers are likely to disembark at this major transfer station than at the 7th Avenue station (which is not a major transfer point). In addition, it should be noted that the AM peak hour subway line haul analysis in the DSEIS assesses conditions on Manhattan-bound B and Q trains at a maximum load point departing the DeKalb Avenue station to the north of the project site (see Table 4D-32). The subway line haul analysis in the DSEIS therefore does reflect all Phase I and Phase II demand en route to Manhattan on B and Q trains. (At the time the 2006 FEIS was prepared, data provided by NYC Transit identified the maximum load point on Manhattan-bound B and Q trains in the AM as being located north of the 7th Avenue subway station). As shown in Table 4D-45 in the DSEIS, in the Future With Phase II, both B and Q trains are expected to operate with available capacity departing DeKalb Avenue in the Manhattan-bound direction in the AM peak hour, and no significant adverse impacts to subway line haul conditions on these two subway routes are expected in the AM under the Extended Build-Out Scenario.

Comment 4D-10:

Since Barclays Center's opening, it has been demonstrated the point of greatest demand for capacity by pedestrians is post-event when patrons surge from the arena and head home. The FEIS assumption that peak sidewalk LOS would occur during rush hour commuting may be incorrect. Some sidewalks near the arena are crowded beyond capacity

post-event, forcing spillover into streets and creating a difficult situation for pedestrian flow, requiring increased police presence to ensure safety. CEQR states, “A proposed sports arena or concert hall may also require a pre-and post-event analysis for a weeknight event, a Friday night or Saturday night event, and a weekend afternoon event.” An updated pedestrian analysis in the DSEIS should therefore study post-event conditions throughout the project site, but most especially on and adjacent to the Phase I site. (BrooklynSpeaks)

Response 4D-10: As per Court Order, the analyses in the SEIS assess the potential impacts of Phase II of the Project under an Extended Build-Out Scenario. The Arena and other development planned under Phase I of the Project are considered as part of the background condition against which the potential impacts of Phase II are assessed. As discussed in Chapter 4D, “Operational Transportation,” in the DSEIS, the weekday and Saturday post-game peak periods for Arena demand are not included in the pedestrian analysis as Project demand during these periods is primarily Arena-related, and they are not typically considered peak periods for residential, retail and public school demand which are the uses that comprise Phase II of the Project. The 2006 FEIS included a post-game analysis.

CHAPTER 4E: OPERATIONAL AIR QUALITY

Comment 4E-1: PM₁₀ and PM_{2.5} emissions associated with natural gas boilers should be modeled because recent EISs have found PM_{2.5} from gas-fired boilers to be a critical pollutant. (Neuman/Sandstone-DSBA)

Response 4E-1: As described in Chapter 4E of the DSEIS, the proposed gas-fired Phase II boiler installations would each be smaller in capacity than the boiler capacities modeled in the 2006 FEIS, even accounting for the proposed shift in floor area from the Phase I development program into the Phase II development program. Therefore, pollutant emissions from each of the Phase II boilers would be lower than the levels analyzed in the 2006 FEIS. Since the detailed analysis in the 2006 FEIS determined that there would be no significant adverse air quality impacts associated with emissions of PM_{2.5} and PM₁₀ from the Project, and the applicable impact criteria for these pollutants are no more stringent than as analyzed at the time of the 2006 FEIS, no further analysis was required for these pollutants.

Comment 4E-2: The SEIS should provide for revised analyses if the screening thresholds for CO and PM_{2.5} change in future versions of the *CEQR Technical Manual*. (Neuman/Sandstone-DSBA)

Response 4E-2: The DSEIS presented an analysis of operational air quality impacts due to mobile sources and determined that Phase II of the Project would not result in a significant adverse air quality impact. The *CEQR Technical Manual* screening thresholds themselves do not establish a significant air quality impact, but are rather used to determine whether an analysis is necessary; therefore, future updates to these thresholds would not affect the conclusions presented in the SEIS. Moreover, the SEQRA process requires the lead agency to make a determination based on review of the environmental impacts associated with the action. Once the process is complete, the agency may undertake the necessary actions. SEQRA does not require revisiting environmental analyses following completion of the SEQRA process due to changes in analysis methodologies or impact criteria.

Comment 4E-3: I cannot comprehend what panel of experts concluded that the Project would not result in significant adverse impacts with respect to air quality during operation of Phase II. (Gunasekara)

Response 4E-3: Potential air quality impacts were analyzed to examine the potential environmental impacts of a prolonged delay in the completion of Phase II of the Project and certain proposed modifications to the Phase II program in accordance with the *CEQR Technical Manual*. The operational air quality analysis focused on whether changes in background conditions by 2035 (rather than 2016) and the completion of the Phase II program after an extended period of time would result in new or different significant adverse air quality impacts as a result of traffic or stationary source emissions generated by Phase II of the Project. As presented in the DSEIS, no significant adverse air quality impacts are predicted from the operation of the Phase II Project.

CHAPTER 4G: OPERATIONAL NOISE

Comment 4G-1: The bass from the games permeates the room of my nine year old son, my living room, everything about where I live. I've had FCR, the DEP, and other officials through my apartment, in my apartment many times for hours, taking readings on the noise level. Why is this my job? Why can't someone else do this? Why can't they do it on their own, of their own volition? (Reschre)

Response 4G-1: The DSEIS concluded that operation of Phase II of the Project would not result in significant adverse noise impacts. The issue addressed by the commenter relates to the operation of the Arena, which is a Phase I component of the Project. It should be noted, however, that the project sponsors have taken a number of measures to address noise from Arena operation, including a sound concierge to work with event producers and baffling on the ceiling of the Arena. In addition, the planned

installation of a green roof on the Arena would commence in 2014 and would have sound absorptive qualities.

Comment 4G-2: Noise was not even considered as part of the first SEIS and it's been excluded from this one. (Reschre)

Response 4G-2: Both operational and construction-related noise effects have been examined in both the 2006 FEIS and this SEIS. In the SEIS, Chapter 3J addresses construction noise, and Chapter 4G addresses operational noise.

Comment 4G-3: I cannot comprehend what panel of experts concluded that the Project would not result in significant adverse impacts with respect to operational noise. (Gunasekara)

Response 4G-3: The determination of the significance of operational impacts resulting from Phase II of the Project was based upon criteria developed for New York City and contained in the *CEQR Technical Manual*.

CHAPTER 5: MITIGATION

Comment 5-1: Our homes are polluted with constant construction noise and toxic debris in the air. I call for better windows to keep pollution out, and not just street facing windows but all the windows in homes and apartments in the AY footprint. (Gunasekara)

Response 5-1: The SEIS construction noise analysis examined each building façade separately, and determined the potential for significant impacts on each façade, including rear and side façades. At façades predicted to experience significant adverse construction noise impacts where mitigation measures including storm or replacement windows and an alternate means of ventilation have not already been offered, an offer of these measures would be made. Chapter 3I and 3K of the SEIS conclude that Phase II of the Project would not result in significant adverse impacts with respect to air quality.

Comment 5-2: With 10-25 years ahead, we know construction will be tough on the neighbors. Mitigation of significant adverse effects must be a top priority for being given the right to build, to take private property, to gain tax subsidies. Mitigate on your own - add a compliance monitor and independent board - build the affordable housing. (Mann, J.)

Response 5-2: Chapter 5 of the SEIS proposed mitigation to partially or fully address identified significant adverse impacts due to the construction and operation of Phase II of the Project under the Extended Build-Out Scenario. Please also see responses to Comments 1-4 and 3A-7.

Comment 5-3: As described in the mitigation section, the project sponsors and the Empire State Development will explore additional open space improvements between the Draft and Final SEIS to account for the potential extended duration of the temporary open space impact. These could include improvements to Lowry Triangle or Cuyler Gore Park, which are owned by the City and under the jurisdiction of the NYC Department of Parks and Recreation (DPR). The applicant should coordinate with DPR as the concepts for potential improvements to these facilities are developed. (MOEC)

Response 5-3: As described in Chapter 5, “Mitigation,” since the publication of the DSEIS, ESD has identified Times Plaza (an approximately 0.17-acre triangle formed by Flatbush Avenue, Atlantic Avenue, and 4th Avenue) to be improved in order to address the potential for a prolonged impact on the passive worker ratio in the non-residential study area because of the proximity of Times Plaza to the Phase I non-residential passive open space users. Lowry Triangle and Cuyler Gore Park are located further from the Phase I site. Additionally, NYCDOT which has jurisdiction over Times Plaza has expressed interest in improving it with open space amenities.

Comment 5-4: The DSEIS seems to either avoid or gloss over the experiences to date with the Arena and the initial construction of Phase I. Notably there is no discussion of the effectiveness of the identified mitigation measures particularly with regards to traffic controls and noise. ESD has received numerous and regular complaints of traffic problems with the Barclays Arena especially with regard to illegal parking. There have also been numerous complaints about noise from the Arena. The DSEIS fails to address these issues and fails to evaluate modifications of the mitigation measures. (DDDB)

Response 5-4: Chapter 3A, “Construction Overview,” discusses the mitigation measures and impact minimization program in effect for the Project’s construction activities and evaluates the project sponsors’ adherence to these commitments. The issue addressed by the commenter relates to the operation of the Arena, which is a Phase I component of the Project. See also responses to Comments 3A-7 to 3A-17.

Comment 5-5: The DSEIS identifies a temporary significant adverse impact on passive open space resources that may be prolonged from 7 to 9 years beyond what was identified in the FEIS.

In addition, the DSEIS discloses a construction noise impact on Project open space up to approximately the low 80s dBA, which would exceed the levels recommended by CEQR for passive open space. The DSEIS

identifies no effective practicable mitigation that could be implemented to avoid these levels during construction.

The consequence of both the shortfall in passive open space, and the adverse noise impacts on Project open space is that non-residential users may shift their use to existing passive open space nearby, particularly Dean Playground that is the only open space accessible without crossing a busy thoroughfare. Construction workers have already gathered in the playground both informally and as an outdoor office during the period of the construction of the arena and temporary rail yard.

The mitigation for these prolonged impacts should be put in place where non-residential users associated with the project, (office workers and construction workers) will use them, not at a distance unlikely to address the problem. (DSBA)

The DSEIS should propose mitigations not dependent on Phase II tasks. Further, it should provide off-site open space to Phase II residents as a mitigation for what its own analysis acknowledges: no effective practicable mitigations can be developed to effectively address construction noise impacts on Phase II open space. Any mitigation for open space should be easily accessible to workers and residents from the project site, should be a distance from busy roadways, and removed from construction noise. In addition, mitigations should be developed in consultation with community stakeholders, including local residents adjacent to the project who have already experienced construction impacts and the demands that have been placed on local open space during Phase I construction. The DSEIS should consider the following in particular: the potential to expand Dean Playground by incorporating part of the neighboring HPD parking lot as additional passive open space; and adding an attendant for Dean Playground's comfort station for the duration of the construction of the project. (BrooklynSpeaks)

The DSEIS should consider the potential to expand Dean Playground by incorporating part of the neighboring HPD parking lot as additional passive open space. The Department of Parks and Recreation has already requested this improvement. The DSEIS should also explore funding an attendant for Dean Playground's comfort station for the duration of the construction of the project. The comfort station mitigation provided by Forest City Ratner, is now maintained by the Department of Parks and Recreation, which has difficulty staffing the location due to stiff competition for resources. (DSBA)

Response 5-5:

Construction activities related to Phase II, both with the construction schedule analyzed in the 2006 FEIS and the Extended Build-Out Scenario analyzed in the DSEIS, would at times increase noise levels at open space areas, but noise levels in these areas would remain

comparable to other well-used open space areas in New York City that are adjacent to busy roadways or rail lines or construction sites. While these higher noise levels are not desirable, these open space areas would remain usable and valuable amenities.

As described in Chapter 5 of the FSEIS, ESD has identified Times Plaza (an approximately 0.17-acre triangle formed by Flatbush Avenue, Atlantic Avenue, and 4th Avenue) to be improved in order to address the prolonged impact on the passive worker ratio in the non-residential study area because of the proximity of Times Plaza to the Phase I non-residential passive open space users.

ESD has no authority to require that Dean Playground be extended into the HPD parking lot. ESD has no authority to require that Dean Playground be extended into the HPD parking lot. Furthermore, HPD currently utilizes the HPD parking lot for its field operations vehicles for its Division of Maintenance and emergency repairs and lead programs to service properties throughout the City of New York. HPD has no other available location to relocate these vehicles and has no plans to move from this lot in the foreseeable future, and therefore it is not available for this use.

Comment 5-6:

The DSEIS identifies a significant adverse impact from construction noise that may now last 25 years instead of 10. Anecdotally, no matter whether it is for 10 or 25 years, no single adverse impact alters the quality of life of residents more than construction noise, particularly during extended hours work. 330 individual incident reports citing noise impacts, many of them associated with construction, have been filed on Atlantic Yards Watch. The nature of the Atlantic Yards construction site - which includes an operating rail yard, an arena and two major thoroughfares, puts the community at high risk of extended hours work. The FEIS mitigation for construction noise is a commitment to install double paned windows in the street face of buildings, if they are not already installed, and an air conditioner. Residents report this mitigation does not work because there is no fixed target OITC rating identified necessary to stop construction noise. The OITC rating of double paned windows varies widely, and their effectiveness to stop noise is directly impacted by the use of air conditioners that breach the seal. Finally, FCRC has only agreed to replace street facing windows even though many rear windows face the construction site. If the new buildings FCRC is building have the same problem, Atlantic Yards will fail as a project. Why can't FCRC agree to meet the noise attenuation levels they are providing the new market rate homes they are building? (Derryberry, S.)

I ask that all windows and doors of buildings exposed to construction be improved, and use windows that have a noise attenuation level that works better than the standard Silver Line-1200 Series windows that was provided by FCRC. (Gunasekara)

The DSEIS should disclose the standard of window the project sponsor plans to install in its residential buildings at the site, which will presumably also be impacted by construction noise. For example some residents of B3 may be exposed to from 6 to 8 years of construction. What is the OITC rating of the window treatments the developer is providing B3? The double-glazed windows proposed to mitigate exposure to construction noise experienced by the project's neighbors should be rated not less than the OITC rating of B3. In circumstances in which it is more practicable than replacing windows, window manufacturers should be surveyed to determine if temporary inserts can be installed in affected windows. (DSBA, BrooklynSpeaks)

Although FCRC is required to provide noise attenuation for our windows, they have never defined what level noise the windows need to stop! We want them to work with us on a noise attenuation level that works, and commit to that level for all exposed windows, not just those that face the street. (Anonymous1)

When double glazed windows are opened to fit in an air conditioner the effectiveness of their noise attenuation is reduced. (DSBA, BrooklynSpeaks)

Requests for secondary windows have been refused by Forest City Ratner in cases where homes already have double-glazed windows, though those windows have proved to be ineffective...(Brooklyn Speaks)

Response 5-6:

The SEIS construction noise analysis examined each building façade separately, and determined the potential for significant impacts on each façade, including rear and side façades. At façades predicted to experience significant adverse construction noise impacts where mitigation measures including storm or replacement windows and an alternate means of ventilation have not already been offered, an offer of these measures would be made. As described in Chapter 5 of the DSEIS, a building façade with double-glazed windows or storm windows and air conditioning is expected to provide approximately 25 to 30 dBA of window/wall attenuation. Also as described in Chapter 5 of the SEIS, with this level of attenuation, interior L_{10} noise levels would be below the CEQR 45 dBA L_{10} recommended level during most periods of time (i.e., the periods during which exterior $L_{10(1)}$ noise levels at receptor locations due to construction are less than 70-75 dBA, as shown in **Appendix B** of the SEIS), and the significant adverse construction noise

impacts at these locations would be partially mitigated. As set forth in Table 15-12 of the 2006 FEIS, Building 3 is required to provide a minimum of 35 dBA of window/wall attenuation to address operational (rather than construction-related) noise primarily as a result of vehicular traffic in the area. With a typical window air conditioning unit, the building façade would not be expected to achieve more than approximately 30 dBA of window/wall attenuation, irrespective of the rating of the windows. The project sponsors are not obligated to provide secondary windows at window locations that already have double-glazed windows.

Comment 5-7:

Air conditioners and windows wear out, but there is no written obligation for FCRC to maintain their mitigation over time. (Derryberry, S.)

I ask that an adequate number of A/C units be provided, i.e. one unit per room and replacements for the ones that stop working for the full duration of the project till 2035 as currently projected, or install central air conditioning. (Gunsekara)

Air conditioners break down every few years. The SEIS does not spell out the responsibility of the project sponsor to repair and replace air conditioners, nor how new residents moving into impacted buildings will become aware of the required adverse noise mitigation. The SEIS should require distribution of a multilingual flyer to all impacted homes on a yearly basis describing the mitigations available and hold community meetings to inform residents of the mitigation measures for the construction period. (DSBA, BrooklynSpeaks)

Response 5-7:

The project sponsors have committed to offering as partial mitigation, an alternate means of ventilation (i.e., air conditioning) to locations predicted to experience significant adverse construction noise impacts that do not already have an alternate means of ventilation. One air conditioner per bedroom or main living room with a window along a façade predicted to experience significant adverse construction noise impacts would be offered. Should one of these provided air conditioners be in need of replacement, the project sponsors have committed to replacing the air conditioner during the construction period when significant adverse impacts are predicted to occur at the subject locations.

Comment 5-8:

The maddening noise from the mandated vehicle safety warning 'beeping' from every piece of construction equipment or commercial vehicles; this noise enters our homes thru-the-wall air conditioners (even though a previous remedy was to install double pane windows). A mitigating factor that was availed to residents was air conditioners

because it is impossible to open your windows during construction; over one and a half years ago FCRC stopped providing AC units to residents. An unintended consequence using the through the wall style AC units defeated having double paneled windows installed, one solution is to have a company like CitiQuiet or Cityproof City Windows to install a removal sound proof barrier door. (Bailey)

Response 5-8: As described in Chapter 3J of the DSEIS, the project sponsors are required by the New York City Noise Control Code to configure each construction site to minimize back-up alarm noise. Furthermore, a building façade with double-glazed windows or storm windows and air conditioning would be expected to provide approximately 25 to 30 dBA of window/wall attenuation.

Comment 5-9: Buildings on the west side of 6th Avenue have rear windows that face the incomplete construction area called the “pad” and have a direct sightline to B3 (and in some cases B2) construction. Those rear windows should be available for the project sponsor’s window treatments. They were apparently inadvertently overlooked in the FEIS. (DSBA, BrooklynSpeaks)

Response 5-9: The SEIS construction noise analysis examined various elevations on each building façade separately, and determined the potential for significant impacts on each façade, including rear and side façades. At façades predicted to experience significant adverse construction noise impacts where mitigation measures including storm or replacement windows and an alternate means of ventilation have not already been offered, an offer of these measures would be made.

Comment 5-10: The current program for providing air conditioners entails the resident going to PC Richard to pick up the air conditioner on their own. This does not align with the MEC’s requirement that the project sponsor provide installation. The apparent intent of the provision in the MEC is to avoid inconveniencing those adversely impacted by the project. The new amended MEC should specify that the project sponsor will deliver the air conditioner to the home and install it. (BrooklynSpeaks)

Response 5-10: The commenter is not correct. The project sponsors have made arrangements with P.C. Richard to provide free delivery and installation of the air conditioning units to date, and will continue to do so.

Comment 5-11: FCRC has just announced that the construction schedule of B2 has again been delayed, and will now take an additional year to complete. Because of the length of time B2 is taking to construct, and the unanticipated use of nighttime deliveries as an integral and regular part of the construction plan, the maximum necessary steps to mitigate noise

from module deliveries should be taken so that problems of residents affected by the noise are addressed. (BrooklynSpeaks)

Response 5-11: See response 3M-7. Night time module deliveries were analyzed quantitatively in Chapter 3M of the DSEIS and found to result in no significant adverse noise impacts at nearby noise receptor locations (i.e., residences). Also, as described in Chapter 3M, to minimize the noise from nighttime deliveries, adaptive back-up alarms will be required for modular delivery trucks.

Comment 5-12: The DSEIS states that “Depending on the peak hour, it is estimated that the net number of on-street parking spaces within 1/2-mile of the Arena that would be displaced by the recommended traffic mitigation measures would represent from 0.4 percent to 1.1 percent of the existing 9,395 on-street parking spaces in this area.” That means 95 parking spaces will be eliminated in an area where there is already intense competition for on-street parking. The DSEIS should assess the effect on parking availability. (BrooklynSpeaks)

Response 5-12: At the direction of NYCDOT, the mitigation program described in the DSEIS has been modified to reduce the number of on-street parking spaces that would be removed in connection with the mitigation measures. As set forth in the FSEIS, depending on the peak hour, it is estimated that the net number of on-street parking spaces within 1/2-mile of the Arena that would be displaced by the recommended traffic mitigation measures would represent approximately 0.2 percent of the existing 9,395 on-street parking spaces in this area. As shown in Table 5-8, on weekdays, the recommended modifications to curbside parking regulations would displace a total of approximately 18 on-street parking spaces during the weekday pregame peak period and 23 spaces in other periods. The recommended traffic mitigation measures (and therefore the related changes in curbside parking regulations) would be implemented over time as Phase II is developed through 2035, and as directed by NYCDOT. Both the DSEIS and the FSEIS assessed the potential parking impacts of the proposed traffic mitigation measures.

CHAPTER 6: ALTERNATIVES

Comment 6-1: ESD should explore a strategy of including other development partners to maintain a schedule that is closer to the schedule under which the project was originally approved. A multi-source approach is more resilient and efficient than a single-source model. (Veconi)

We asked that the SEIS study an alternative to the 2009 Modified General Project Plan involving multiple developers building the project. We asked for that because multi-developer projects get done faster. For

instance, construction of the Hunters Point South project in Queens was contracted to three developers, and this year is expected to deliver 900 affordable apartments. The Downtown Brooklyn Plan has resulted in over 8,000 apartments completed or under construction by more than ten developers, with over 400 of those units affordable. These achievements have all taken place in the years since Atlantic Yards was approved, and are a sharp contrast to Forest City Ratner's failure to deliver even a single apartment to date. In fact, as of this month, Forest City continues to announce delays at Atlantic Yards.

But ESDC refused to do a meaningful analysis of the opportunity to get Atlantic Yards back on schedule. Its draft SEIS claims that the agreements it signed with Forest City, and the work Forest City has done on the project's second phase, make involving other developers too complicated. But those agreements hadn't been signed in the summer of 2009, when this SEIS should have been done. In fact, the agreements themselves depended upon ESDC's approval of the 2009 modified plan, which courts have ruled was illegal without an SEIS. Think about that. ESDC is telling us that its failure to comply with State law in 2009 makes it possible for Forest City Ratner to have an exclusive right to the Atlantic Yards site.

Two wrongs cannot make a right. ESDC's failure to explore other options when Forest City asked for a fifteen-year delay in 2009 doesn't justify its failure to do a proper analysis now. We call on the agency to put its responsibility to the public ahead of commitments to a private developer made based on its illegal actions. (Veconi)

We need a new developer or many new developers. (Francis)

The ESDC is required to consider alternatives. And alternative developers is an important way that this project could completely change. You cannot say that because you have a contract with Ratner, that you therefore can't possibly consider an alternative developer when the basis of that contract was an illegal SEIS. . . . Multiple developers could build side-by-side with their separate funding streams, with their separate sources of financing, securities, and that way the project would get built in time. It would make sense for the neighborhood. (Carpenter)

I want to know why you've never considered any competitive alternatives. We need that creative tension that competitor alternatives could bring to the situation. (Ettinger)

ESD avoids an analysis that could result in redesigning the project and/or splitting the project up amongst multiple developers... ESD claims that FCR has too many contractual and vested rights and that dividing the project will be too difficult and time-consuming involving

so many agencies and entities that it is not a feasible alternative. ESD's analysis is legally and factually wrong. ESD also claims that to reconfigure the project will be so time consuming because of the need to solicit RFPs conduct multiple reviews and negotiate new contracts. This is curious because ESD never solicited RFPs for the initial proposal approved in 2006. Moreover, MTA only conducted a cursory and fallacious RFP process in 2005 providing the barest minimum of time for bidders to submit proposals for the Vanderbilt Yards. The delays and complexities used as an excuse by ESD as to why it cannot consider other developers and their proposals are striking as they never were factors in ESD's calculations of a build years during the 2006 and 2009 reviews. ESD claims that many of the financial commitments of FCRC create some form of vested rights that preclude changing developers. But most if not all of the financial commitments were required to construct the Arena and thus FCRC has already received those benefits (not to mention the hundreds of millions of dollars in city and state contributions). To the extent FCRC has actually spent any significant funds on improvements solely related to Phase II, reallocation of those costs and any potential reimbursement would be considered in the revised proposals. (DDDB)

ESDC should invite many developers to share in and compete for different parts of the overall site. (Greenfield)

According to page 6-39, "FCRC affiliates have extensive contractual and property rights in the Phase II site that must be taken into account in considering an alternative involving the engagement by ESD and MTA of other developers for construction of the Phase II area." The agreements with ESDC were executed based upon its approval of the 2009 MGPP, which courts have ruled ESDC made illegally. Further, the DSEIS itself is a product of a court order stemming from ESDC's illegal approval of the 2009 MGPP. The DSEIS should acknowledge this, and explain why compromising a court-ordered environmental review is justified by ESDC's prior illegal act.

Page 6-43 states, "In the event that the joint venture transaction with the Greenland Group affiliate were to close, it is likely that it would inject substantial additional capital into Phase II, and thereby be more effective in accomplishing an accelerated development schedule than pursuit of a multiple developer alternative." (6-43) This statement has no internal logic: any alternative involving multiple developers would inject capital beyond what is available to FCRC, and there is no explanation of why Greenland's money is better than anyone else's. To support a claim that the Greenland transaction would be more "effective in accomplishing an accelerated development schedule," the DSEIS

should disclose the schedule agreed among the prospective joint venture partners and explain how it will be enforced. (BrooklynSpeaks)

Response 6-1: As described in Chapter 6, “Alternatives,” the SEIS assesses the feasibility of requiring Phase II of the Project to be constructed by multiple developers. This assessment also evaluates whether such an approach to the Project, even if feasible, would be effective in speeding the construction of Phase II. The assessment concludes that a multi-developer alternative under new agreements among ESD, MTA, and additional developers would not be practicable, and would not be effective in accelerating construction of Phase II of the Project. On the contrary, because of the complexities and delay that would result from unwinding the existing transactions putting multiple new arrangements in place, and possibly defending ensuing litigation, the alternative may cause construction to cease for many years. In addition, the alternative would cause site logistics and coordination issues and complicate environmental oversight, and might well imperil the Project altogether. In addition, one major objective of the multiple developer alternative—providing additional capital to facilitate an accelerated construction schedule for Phase II development—can be attained through the existing arrangements with the project sponsors, as evidenced by the proposed Greenland transaction, which is anticipated to provide additional capital to accelerate the Project’s construction schedule. The project sponsors have advised ESD that Greenland is prepared to provide substantial funds for Project construction when and if that transaction closes. That capital infusion would result from private arrangements that have already been negotiated and would be available without the need for a fundamental overhaul of the Project structure or the complications that would ensue.

Comment 6-2: ESD makes the absurd claim that FCRC has acquired many of the properties on the Phase II blocks and thus acquisition of those may be difficult and time consuming. ESD seems to forget that it has the power of eminent domain and has used that power in this project to facilitate the construction of the Barclays Center. It would seem fairly obvious that ESD could use the same power to acquire the properties to complete a project if FCR is unwilling or unable to do so. (DDDB)

Response 6-2: The concept of ESD condemning land owned by the current project sponsors in order to make it available to multiple other developers raises the same issues of practicality and effectiveness addressed in Response 6-1. Instead of speeding Project construction, the strategy would likely bring all construction to a halt for years, while issues resulting from ESD’s exercise of eminent domain are resolved.

As noted in the 2006 FEIS, the project sponsors held title to a significant portion of the Project site prior to affirmation of the 2006 MGPP. ESD acquired most of the parcels owned by the project sponsors through the consensual exercise of eminent domain (with *de minimis* cost to ESD), and has leased those parcels back to the project sponsors, together with property ESD acquired from other condemnees. Although ESD has the power to condemn property to implement its statutory objectives, it would be unprecedented for ESD to exercise that power to acquire the same interests it had previously granted. Moreover, ESD could not condemn such property and contractual interests without the means of providing compensation. Since ESD does not have the funds to do so, alternate developers would need to secure ESD's compensation obligation in the first instance (and ultimately provide the funds for acquisition). Accordingly, ESD would need to reach definitive agreements with multiple unknown developers to fund the eminent domain awards prior to any exercise of eminent domain to re-acquire the real property interests currently held by the project sponsors. Reaching such definitive agreements with such other developers would likely take several years, even if that effort were successful, during which time it can be anticipated that all work on the project site would come to a halt and the project site would be underutilized with an open rail yard for many more years. Given the delays and complications that would result from such a course of action in this case, it cannot be viewed as a viable strategy to accelerate Project construction.

Comment 6-3:

In 2009, the ESDC approved a Modified General Project Plan without the required legal process. It did not evaluate the impacts at that time. That is the subject of the lawsuit because the fact is that the result of that Modified General Project Plan was to delay the project to at least 2035. The fact is that agreement was illegally entered into. That is what the courts found all the way up through the Appellate levels. And that is the basis upon which the ESDC is now saying they cannot evaluate whether or not there should be multiple developers at this site. (Simon)

ESD claims that the project agreements signed with FCRC in December 2012 are binding contractual commitments, however all of those agreements were signed after the illegally adopted MGPP since the SEQRA analysis was fraudulent and has since been overturned. Simply put, agreements signed by ESD in violation of SEQRA for which FCRC was complicit in the fraud cannot be considered binding limitations on the consideration of alternatives. (DDDB)

Page 6-40 says, "FCRC affiliates also have spent hundreds of millions of dollars in performing their obligations under these contracts, and have used many of those agreements as security for financing the

Project.” These actions by FCRC took place during years in which either the validity of the 2009 MGPP was the subject of a legal challenge which was ultimately successful, or in which ESDC and FCRC delayed complying with a court order to produce an SEIS. The DSEIS should acknowledge this, and explain why compromising a court-ordered environmental review is justified by FCRC’s business decisions which were based upon ESDC’s prior illegal act. (BrooklynSpeaks)

Response 6-3:

The comment misconstrues ESD’s purpose in considering the existing contracts with the Project sponsors in its assessment of the multiple developer alternative. Under SEQRA a lead agency is obligated to take a hard look at whether there are practicable alternatives available to minimize or avoid the significant environmental impacts identified in an EIS. In order to discharge that obligation in connection with the supplemental environmental review, ESD must make a realistic assessment of the feasibility and effectiveness of the multiple developer alternative in light of the facts and circumstances as they exist at the time the FSEIS is prepared and the SEQRA findings are issued. Among those facts and circumstances are the following:

- FCRC and its affiliated entities have been the designated Project sponsors since the 2006 MGPP was first affirmed;
- The legal challenges to the 2006 MGPP, pursuant to which FCRC and its affiliates were designated as the Project sponsors, were all dismissed;
- At the time of their designation as Project sponsors, FCRC and/or its affiliates held title to most of the parcels comprising the Project site;
- Under its agreements with MTA, FCRC holds the exclusive right to develop the air space over the rail yard. Although one lawsuit was brought to challenge the contractual arrangements between the Project sponsors and MTA, that case was dismissed and no appeal was taken. *See Montgomery v. MTA*, Index No. 114304/09 (N.Y. Sup. Ct. Dec. 15, 2009).
- FCRC and/or its affiliates hold leasehold interests in several of the Project parcels and the right to future interests pursuant to its agreements with ESD.
- The Project sponsors have spent hundreds of millions of dollars to implement the Project in accordance with the existing agreements.
- Under contracts that are now in place, the project sponsors are required to post a guarantee by June 30, 2014 for completion of the new rail yard, thereby assuring that work needed to allow for development above that facility will be timely completed.

By taking such facts and circumstances into account, ESD is not compromising the environmental review mandated by the court. Rather, it is conducting the review required under the court order in light of reality as it currently exists.

Moreover, as further explained in the DSEIS and the response to Comment 6-4, the existing contractual arrangements are not the only reason a multiple developer alternative would be infeasible and ineffective in speeding Project construction. The process involved in procuring additional developers would be long and complicated. During this protracted process, the outcome of which cannot be predicted, it is anticipated that all Project construction would be suspended. Moreover, the planning, design and scheduling of construction of the platform, a critical element in Phase II construction that must be closely supervised by MTA, would be ill suited to allocation among separate developers. When and if the Project is restructured and design work is complete, multiple developers operating simultaneously on the Project site would run into logistical problems that do not exist with a single developer coordinating construction. These difficulties, and others discussed in the FSEIS, have been considered by ESD in assessing the feasibility and effectiveness of a multiple developer approach as a means to speeding construction of the Project.

Comment 6-4:

Page 6-40 states, “Since the FCRC affiliates have given no indication that either they or their secured lenders would be willing to give up their existing rights, issues arising in connection with a switch by ESD and MTA to a multi-developer alternative would take years to resolve, prolonging the construction period.” No attempt is made to quantify the assumed delay. The DSEIS should assess the potential for delay based on case study, and compare it to the delay of 15 years agreed to by ESDC and FCRC.

On pages 6-40 and 6-41 it is written, “In addition, in the event that issues arising from cancellation of the existing contracts were resolved in a way that would allow a multiple developer alternative to proceed, the agencies (ESD and MTA) would then, either individually or together, begin a formal procurement process to engage other developers. It is speculative to estimate how long that process would take, but it is clear that even with the consent and cooperation of the FCRC affiliates, it would be complex and time consuming.” Again, no attempt is made to quantify this duration, even though ESDC has lots of experience in such procurements, as evidenced by the discussion of the steps required in the remainder of this paragraph. “Speculative” or not, the DSEIS’ purpose is to evaluate time-based impact, and it should quantify the expected duration of a managed acquisition process based

on its experience, citing case studies, and compare it to the 15-year delay being analyzed in this EIS. (BrooklynSpeaks)

Response 6-4:

ESD cannot reliably quantify the years of delay that would be caused by attempting to restructure the Project in the manner suggested by the commenter. However, it is clear that the delay occasioned by such an unprecedented course of action would be substantial, and would extend for many years. Some of the problems that would have to be addressed in pursuing the multiple developer alternative are: (i) resolving the complex issues associated with modifying the project sponsors' rights and obligations, and those of other parties in interest, under the numerous agreements that have been entered into in order to implement the Project; (ii) implementing the necessary procurement process to identify additional developers for the Project; (iii) simultaneously or sequentially negotiating agreements among ESD, MTA, the Project sponsors and the new developers to replace the agreements currently in effect and to ensure coordinated completion of Project infrastructure, amenities and environmental obligations; (iv) providing parking required for the Arena and the other Arena Block residential uses on property no longer controlled by the project sponsors; (v) making any necessary modifications to the MGPP and completing any associated environmental review and approval process; and (vi) resolving any ensuing litigation. As noted in the DSEIS, the contract negotiations would be complicated by the need to reimburse the Project sponsors for some portion of expenditures they have made to date in the planning, design and construction of common Project elements, and allocating responsibility for future construction of the platform, open space and other common infrastructure. It has taken many years to bring the Project to where it is today, and the effort involved in unwinding the existing Project structure and putting in its place a structure involving multiple new parties would be equally or more complicated. Moreover, ESD can only speculate about whether the Project would get back on track at all.

Comment 6-5:

Page 6-42 states, "Therefore, assuming that the effort to modify the existing agreements and bring on additional developers could succeed at all, it would take many years to bring the Project back to where it is today, and the accelerated completion of Phase II, which would be the objective of the multiple developer alternative, would not be achieved." The DSEIS must provide basis for its implied claim that, even given some interval of time required for contracting multiple developers, doing so could not provide an improvement over a 15-year delay. (BrooklynSpeaks)

Response 6-5:

The purpose of the SEIS is to assess the potential for environmental impacts of a prolonged delay in Phase II construction as directed by the Court Order. It is important to note that neither the 2009 MGPP nor the SEIS would preclude construction of Phase II of the Project on a more accelerated schedule than analyzed in the SEIS. The project sponsors have repeatedly stated their intention to build the Project more rapidly than would occur under the Extended Build-Out Scenario. As discussed in the DSEIS, it would take ESD many years to address the problems (which are summarized in the response to Comment 6-4) entailed in revamping the existing contractual arrangements to bring additional developers into the Project under direct contract with ESD, and this effort could trigger yet more litigation delaying Project construction. Even if such an effort were successful, any Project documents entered into with the new developers would allow the developers flexibility in the construction schedule in order to respond to market forces, as is the case under ESD's agreements with the present project sponsors.

It can also be anticipated that new developers would need time to retain planners and architects, and undertake the design work necessary to address the complexities associated with common infrastructure such as the rail yard, platform, parking facilities, open space and utilities. Since the Project sponsors would not be likely to continue work while their interests in the Project are being diluted, construction on common infrastructure like the rail yard and platform would cease pending resolution of the issues arising under the multiple developer alternative. When and if additional developers are able to begin active construction, the level of contractor coordination would deteriorate and conflicts would likely arise for limited Project assets (such as access and space for staging, truck marshalling and equipment operation) thereby causing delays. The benefits of the project sponsors acting as a single overall development authority—in terms of efficiency and contractor coordination (i.e., coordination of deliveries, joint use of equipment and materials)—would be lost, and construction at the site would be less efficient, as compared to existing field operations. Additionally, the benefits of a single overall developer coordinating with all municipal and state agencies would be lost. Thus, construction in the field would likely not be accelerated by bringing multiple developers into the Project. Although additional developers could bring additional capital to bear in constructing the Project, that objective could also be achieved by transactions (such as joint ventures, equity financing, etc.) arranged by the Project sponsors under the existing Project structure. It also bears noting that the conversion of the Project to one constructed by multiple developers would have potential adverse environmental implications. For example, there would be a need for adjoining and overlapping

MPTs serving multiple construction sites controlled by independent entities. Responsibility for compliance with MEC requirements would be dispersed among multiple parties, and confusion could arise with respect accountability for non-compliance with such requirements. Moreover, ESD's environmental and construction oversight efforts would be considerably more complicated and therefore, potentially less effective.

Comment 6-6: Page 6-41 states, "Given the complexity of addressing Project obligations among multiple developers, it is not clear that multiple developers would have an interest in the opportunity presented by an RFP. It is also uncertain whether the necessary transactional arrangements could be put into place, because negotiations would be exceedingly complicated." However, the DSEIS elsewhere documents the demand for housing in the study area, and states that construction of other projects in the study has exceeded the projections of the 2006 FEIS. Under the circumstances, the DSEIS must explain why other developers would not be interested in the opportunity to build at the project site. There is no suggestion that any developers were even approached informally, let alone through a more structured process like an RFI. Again, ESDC has extensive experience in these sorts of transactions, and so the DSEIS' should have explained the nature of the uncertainty as to the "transactional arrangements." (BrooklynSpeaks)

Response 6-6: ESD cannot reliably predict whether additional developers would have an interest in stepping into the Project. Although market conditions may currently be favorable, there are a number of unusual factors, such as the controversy and litigation that has surrounded the Project to date, the need to unwind the existing Project structure, high infrastructure costs, stringent affordable housing requirements, environmental mitigation and impact minimization commitments and costs not required for the as-of-right development occurring in the neighborhoods surrounding the Project, and the specialized nature of the construction work required to build the new rail yard and new platform that could have a chilling effect on developers' interest. ESD does not believe it would be prudent to risk throwing the Project into disarray by issuing a request for expressions of interest from additional developers and, as stated in the DSEIS has determined that this approach is not a feasible way to speed up the construction of the Project.

Comment 6-7: Page 6-41 states, "A new round of litigation, arising from the approval process, may then have to be resolved." No discussion of the basis for such potential litigation is mentioned, let alone whether its resolution would have the potential to delay the project. The DSEIS should explain whether litigation initiated since the 2009 MGPP was approved has

delayed the construction of any buildings at Atlantic Yards, and if not, why future litigation would be expected to do so, comparing the potential for such a delay to the 15-year delay agreed between FCRC and ESDC. (BrooklynSpeaks)

Response 6-7: The multiple litigations commenced by various parties have been a significant source of Project delay to date. As has historically been the case with large-scale ESD development projects, it is reasonable to expect that new developers may be unwilling or unable to commit substantial resources to Project construction before any substantive litigation challenging the restructured Project is resolved. The willingness of the current project sponsors to make large investments notwithstanding continual litigation challenges is the exception, rather than the rule.

Comment 6-8: Page 6-41 states, “These large capital investments are for an LIRR facility that will not generate any revenue for the project sponsors. Therefore, they have been and will be made by the project sponsors only to allow them to proceed with the development of the buildings over the rail yard.” It is clearly possible that the sale of development rights over the rail yard to other developers would generate revenue for the MTA that it could use to compensate FCRC for development of the permanent rail yard. The DSEIS should consider this opportunity. (BrooklynSpeaks)

Response 6-8: As noted in the DSEIS, under existing agreements with MTA the Project sponsors hold the exclusive right to develop the air space over the rail yard until 2031. The sale by MTA of those rights to other parties would not provide funds to compensate FCRC for the improvements it has made to that facility.

Comment 6-9: Page 6-41 also states, “Other inter-related elements of the Phase II portion of the Project are the parking facilities. Most or all of the parking in the Phase II area is to be located on Blocks 1128 and 1129, and it is anticipated that parking facilities on those blocks will also serve the buildings on Blocks 1120 and 1121, as well as certain Phase I buildings.” FCRC proposes to reduce or eliminate parking on blocks 1120 and 1121. However, it is clearly possible that parking can still be provided to buildings on blocks 1120 and 1121. The DSEIS should explain why this would not be feasible. (BrooklynSpeaks)

Response 6-9: Locating a large number of below-grade parking spaces on Blocks 1120 and 1121 is difficult to provide in light of the current design of the permanent rail yard to be built on Blocks 1120 and 1121, the likelihood that NYCDOT will not approve a curb cut on Atlantic Avenue, and the difficulty of providing for parking lot access from the Carlton Avenue

bridge. For these reasons, it is anticipated that most of the Phase II parking will be located on Block 1129. It is possible for multiple developers to reach a cost sharing agreement and reciprocal easements so that parking facilities on one block can be paid for and used by residential buildings on other blocks and by the Arena patrons, but the negotiation of such agreements is complex and time consuming and can raise financing difficulties if the success of one developer's efforts in constructing a Project building is linked to the financial capabilities and performance of other developers in constructing other elements of the Project.

Comment 6-10:

Again on page 6-41: "Similarly, the new platform and open space to be developed on Block 1121 will not just benefit the three buildings on that block. They would also be of material benefit to the four residential buildings on Block 1129, because they would replace the depressed open rail yard contiguous to that parcel with at-grade open space." The DSEIS must explain the basis of its contention that shared open space cannot be achieved with multiple developers.

The Riverside South and Battery Park City projects cited as case studies in the Construction Socioeconomic chapter were built by multiple developers, and have shared open space. So does ESDC's Queens West project. And on 6-42: "Moreover, it is unknown what the effect on financing would be if an individual developer's project were to be dependent on the actions (and solvency) of other developers in a multiple developer arrangement, adding an additional complication to an effort to have multiple developers share common costs such as the rail yard, platform, open space and parking facilities." Again, the DSEIS must back up these assertions with specifics or case studies from other projects, like Hudson Yards, where multiple developers are able to work through these issues. (BrooklynSpeaks)

Response 6-10:

The Riverside South was approved pursuant to an application submitted by a single developer. Although the project has changed hands over the years, virtually all construction that has occurred to date has been undertaken under the auspices of a single developer. The construction now underway is taking place on parcels that have been transferred by the single developer which had secured the necessary project approvals. The DSEIS did not indicate that multiple developers could not share responsibility for the development of open space. However, allocation of responsibility for construction of that common amenity would be one of the many issues complicating ESD's contract negotiations with multiple developers.

Comment 6-11: Page 6-42 also states, “Contractor coordination issues would be particularly acute with respect to platform construction and the placement of building foundations within the rail yard. Any plan to break up that work into packages with unrelated contractors would require that MTA deal with multiple entities in the review and approval of design documents and project schedules, and in arranging for track outages.” This is exactly what is happening at Hudson Yards, so the DSEIS should have analyzed that project and explained why its experience is not applicable to Atlantic Yards. (BrooklynSpeaks)

Response 6-11: In 2005, New York City created a new Hudson Yards District to spur redevelopment on Manhattan’s far west side over and in the vicinity of MTA’s Hudson Yards. It can be expected that a number of projects will go forward over the coming years in this general area as a result of that rezoning. However, development of the air space over the John D. Caemmerer West Side Yard itself is being implemented by one developer, a joint venture of the Related Companies and Oxford Properties Group. Related Companies was conditionally designated by MTA in 2008, and pursuant to a 99 year lease with the Authority is constructing a platform over the Hudson Yards complex. Construction of the platform on the eastern portion of the yard commenced in 2014. The site and immediately adjoining blocks to be developed by the same joint venture will ultimately include more than 17 million square feet of commercial and residential space, 5 state-of-the-art office towers, more than 100 shops, 20 restaurants, approximately 5,000 residences, a unique cultural space, 14 acres of public open space, a 750-seat public school and a 150-room hotel, collectively comprising more than 17 million square feet of development. Thus, the development over the Hudson Yards is an example of a single developer endeavor that bears similarity to the Project, and is not illustrative of a multiple developer approach to construction.

For the Atlantic Yards Project, the platform to be built over the MTA/LIRR maintenance rail yards should be planned and engineered by one responsible entity, not multiple entities. The design review and scheduling effort would be considerably more complicated with multiple developers engaged in concurrent platform development because adjustments to the design or schedule would have to be coordinated among all interested parties.

Comment 6-12: The DSEIS ignores the potential for the project’s increased resiliency with multiple developers beyond what is available under the proposed joint venture. The case studies in the Construction Socioeconomic chapter suggest that projects with multiple developers are more resilient. The DSEIS should justify its claim that the Greenland transaction would

be more “effective in accomplishing an accelerated development schedule” in terms of how exposure to the type of single supplier risk that has thus far been a source of delay at Atlantic Yards will be managed in a scenario involving the proposed joint venture. (BrooklynSpeaks)

Response 6-12:

The case studies presented in the DSEIS considered projects constructed in New York City over the last few decades, some of which (e.g., MetroTech) have involved single developers, while others (e.g., Battery Park City) have involved more than one developer. These studies assessed in detail the socioeconomic effects of these long-term projects on the surrounding area. They did not address their resilience to financial or other obstacles.

However, as the case study for Battery Park City demonstrates, complex projects have been implemented successfully with the participation of multiple developers. Nevertheless, neither the case studies nor ESD’s experience with other major projects provide a basis to conclude that a multiple developer approach would be likely to accelerate project construction in any particular instance. For example, Battery Park City was constructed over a period of more than 30 years.

The construction period for the 42nd Street Project and the Queens West Project, two other multiple developer projects, took place over an extended period. Each of these projects took more than 25 years to complete, and numerous buildings included in the original Queens West plan have yet to be constructed. (The yet-to-be-constructed buildings included in the original Queens West plan are now being planned as NYCEDC’s Hunter’s Point South project.) Since there are construction-related efficiencies associated with the single developer approach, there is no reason to conclude that breaking the Project into multiple packages, particularly at this stage of Project development, would accelerate construction.

However, the 42nd Street Project and Queens West Project illustrate elements of ESD’s planning process for these successful projects that are also applicable to the Atlantic Yards Project. Both projects involved ESD contracts with private developers to construct the project buildings that comprised these multiple building projects. In the case of the 42nd Street Project, ESD, over a period of 23 years, developed 6 large office buildings. In the case of the Queens West Project, ESD, over a period of more than 30 years, developed nine residential buildings (with over 3,315 dwelling units), over 120,000 square feet of retail amenities, public streets and utilities, a public school and 10 acres of parkland and open space; ESD is currently working with private developers to construct two additional residential buildings, 1 acre of parkland, a

second public school and a public library, and has transferred the remaining 30 acres of the Queens West Project to NYCEDC for its Hunters Point South Project. In the case of both projects, the pace of construction was dictated largely by market forces. In neither case did ESD attempt to negotiate a master contract that imposed stringent binding deadlines on a developer (or multiple developers) at the outset of the project because ESD recognized that the pace of market development would follow the market demand for the project elements. Similarly, here, ESD's Development Agreement with the project sponsors establishes a framework that creates market incentives for the project sponsors to build the Atlantic Yards Project on a commercially reasonable time frame. Elements of this framework include requiring the project sponsors to make substantial upfront capital investments that provide them with powerful incentives to build the residential buildings as quickly as market forces permit in order to earn a return on their capital investment in the Project.

Comment 6-13: The DSEIS concludes that there will be significant adverse environmental impacts to community facilities, the availability of open space during construction (lasting at least until 2035), transportation (both during construction and after completion) and construction related noise. While the DSEIS claims those impacts have been mitigated to the maximum extent practicable, it also recognizes that the predicted shortage in school space, operational traffic and pedestrian issues and construction traffic and noise cannot be mitigated. However ESD fails to consider any alternatives or changes in the project that can mitigate those impacts. (DDDB)

Response 6-13: As described in Chapter 5, "Mitigation," unmitigated significant adverse impacts have been identified in the areas of community facilities, transportation and construction. Chapter 6, "Alternatives," of the SEIS provides a "No Unmitigated Significant Adverse Impacts" Alternative, which explores alternatives to the Project that would allow for the elimination of these impacts. The analysis concludes that while the No Unmitigated Significant Adverse Impact Alternative would avoid some of the adverse environmental impacts of Phase II of the Project under the Extended Build-Out Scenario, it would fail to realize the Project's goals. As described in Chapter 3E of the SEIS, while there would be a prolonged impact on the passive worker ratio in the non-residential study area under the Extended Build-Out Scenario, this impact would be eliminated with the incremental build-out of Phase II of the Project and would not last until 2035.

Comment 6-14: The DSEIS assumes that the exact project approved in 2006 must be built despite the significant change in market forces. ESD fails to

consider any lesser alternatives or modifications to Phase II (even though it is proposing to move 208,000 sq ft of residential development from Phase I to Phase II). ESD has not had any discussion with community groups seeking input on changes to the project. (DDDB)

Response 6-14: The 2006 FEIS included two lesser density alternatives. The Reduced Density—No Arena Alternative and the Reduced Density—Arena Alternative were analyzed and rejected. The 2006 FEIS concluded that the Reduced Density—No Arena Alternative would not provide the economic, entertainment, and cultural benefits of an arena, and would therefore fail to meet many of the project’s goals. The FEIS also concluded that the Reduced Density—Arena Alternative would not provide the same level of benefits as the Project and would result in very similar significant adverse environmental impacts and would not meet the project’s goals as effectively as the Project. The Project’s goals have not changed since the 2006 FEIS. Furthermore, a potential delay in Phase II construction as analyzed in the SEIS would not be relevant to the assessment of the reduced density alternative. Reducing the number of market-rate units would not induce a faster pace of construction by the project sponsors, as less revenue would be available to offset the high fixed cost of development (including land acquisition, the rail yard, platform and infrastructure).

Comment 6-15: The DSEIS should look at the improving conditions in the neighborhood surrounding the rail yards and compare them to the development progress of the yards themselves. A platform for Hudson Yards is set to proceed at this time. Why is development proceeding everywhere else, and not here? The DSEIS should look at all alternatives that will solve the problem of developing over Vanderbilt rail yards.(DSBA)

Response 6-15: Contrary to the commenter’s statement, substantial work has been accomplished in the rail yard on the Atlantic Yards project site. As described in Chapter 1, “Project Description,” construction of the temporary LIRR rail yard has been completed. Work in anticipation of the new LIRR permanent rail yard is underway. Work related to the demolition and reconstruction of the Carlton Avenue Bridge, necessary for construction of the new yard, has been completed, and the new bridge was opened to traffic in September 2012. Currently, the contractual outside date for FCRC’s delivery of a completion guarantee to MTA for the permanent rail yard is June 30, 2014.

Comment 6-16: On-street parking is projected to remain available even in the Reduced Parking Alternative (ES-88). The DSEIS fails to analyze the impact of this conclusion. (BrooklynSpeaks)

Response 6-16: The SEIS analyzed the effect of the Reduced Parking Alternative on on-street parking in Chapter 6, “Alternatives,” in accordance with the *CEQR Technical Manual*. That analysis found that sufficient parking capacity would be available at off-site and/or on-site off-street parking facilities to accommodate all Project-generated parking demand under the Reduced Parking Alternative. Modifications to on-street parking regulations associated with this alternative’s traffic mitigation plan are also not expected to result in a shortfall of on-street parking in the overall study area. Consequently, as discussed in Chapter 6 of the DSEIS, no significant adverse impacts to either off-street or on-street parking conditions are expected to occur under the Reduced Parking Alternative. As described in Chapter 4D, “Operational Traffic,” in the DSEIS, under *CEQR Technical Manual* guidelines for projects located in the vicinity of Downtown Brooklyn, the inability of a proposed project or the surrounding area to accommodate the project’s future parking demands is considered a parking shortfall, but is generally not considered significant due to the magnitude of available alternative modes of transportation (the subway and bus modes, for example).

MISCELLANEOUS

GENERAL SUPPORT

Comment X-1: It is our hope that the Atlantic Yards Project will be allowed to proceed in a manner that will make its benefits a reality for all of the people and communities of Brooklyn and New York. The arena itself has brought a world class venue and global spotlight to Brooklyn, with access to unprecedented cultural, recreational and community events provided to numerous community organizations, area youth and families, as well as 2,000 new jobs. We also anticipate badly-needed community and health centers, educational facilities, and accessible open space. With the first affordable residential building under construction, the project will provide a concrete response to the Brooklyn’s lack of affordable housing and employment needs, especially for residents of Community Boards 2, 3, 6, and 8; residents of NYCHA housing; and minority and women’s businesses. (Brooklyn Community Church, Inc.)

Thank you for your project that you do at Atlantic Yards. (Baksh)

Something good is happening. If you know the people that fought this stadium, the stadium’s okay. They’re complaining of big traffic problems. I have yet to see any traffic problem around Barclays Stadium. The stadium’s going forward. Let this project go ahead. Let the project come and then we can figure out what to do with it. (Wilson)

FCR and Barclays have been significant partners with our charity, following through with everything that they have offered to us. We

encourage all community members to help keep this facility and its programs moving forward. (Puppetry Arts)

The Atlantic Yards project affords the opportunity to finally produce the business district in downtown Brooklyn that was intended with the construction of the Williamsburgh Savings Bank at 1 Hanson Place but was abruptly halted by the Great Depression. . . This well-designed development is to be built on actually unused land, such as the rail yards, not on top of nearby residents' homes. It also takes into account the neighborhood character of Brooklyn, as well as the technical limitations of traffic, sewage, safety and environment. The project readily addresses the critical need for sustainable and affordable housing units, health and resource centers for our youth and seniors, economic and workforce development, cultural arts, entertainment and recreational venues plus other amenities. . . Atlantic Yards now! (Haynes)

I know the positive impact the Project has had and will continue to have on our communities. (Lewis)

Atlantic Yards is important for Brooklyn. It is important for job creation, economic growth and the development of desperately needed housing. (Rosenberg)

Barclays Center has been a major catalyst for economic development in Downtown Brooklyn and the entire Atlantic Yards project will continue to bring economic benefits as well as address the City's housing needs. (REBNY)

Atlantic Yards will continue to allow for job creation, affordable housing and commercial opportunities and I hope that we can continue to move forward. (Coello)

The Brooklyn Academy of Music enthusiastically supports the continuation of this project without delay. (Stubblefield)

The new housing, including affordable housing, will be a boost to the Fulton Street Mall. (Stuart)

I hope that if the Environmental Impact Study is accepted and the project proceeds that Forest City Ratner will move forward with as much concern for the community they will build in as for the community they build. (Greiss)

As a small business owner, I fully support the continued expansion and build out of the project. This project is and will be a tremendous help for all in the neighborhood. Please start it immediately and let's get it done as quickly as possible. (Ofshtein)

Response X-1: Comment noted.

SUPPORT FOR EXPEDITED REVIEW AND APPROVAL

Comment X-2: I urge Empire State Development to approve the SEIS as quickly as possible. (Scissura)

I ask Empire State Development Corporation to proceed as quickly as possible with the review and approval of the SEIS for the Atlantic Yards project. The SEIS exhaustively analyzes the issues related to the project through 2035. Litigation over this project will cause significant delays, particularly in securing financing to complete the project. It is time for the project to move ahead so that the city can realize all of the benefits associated with Atlantic Yards. (Reed)

It is very important for the neighborhood and the city that we move forward rapidly with and permit this project to move forward. (REBNY)

We look forward to the expedited review and approval of this project (Juarez)

Local 361 supports the amendment and urges the expedited review process for the Atlantic Yards development. (Suthiwong, Juarez)

Local 580 supports the amendments and they urge that the expected review project of this Atlantic Yards Development. (Jeffery)

In order to take full advantage of the economic activity that this next phase of development will bring, it is imperative that the project advance without delay. We ask that the Empire State Development Corporation review and approve the SEIS as quickly as possible. (Grew)

We urge an expedited review and approval of the Draft SEIS and the proposed amendment to this project plan to permit the prompt realization of new housing, eight acres of publicly accessible open space and other elements included in Phase 2 of one of the more transformative development projects taking place anywhere in the five boroughs. (Walker)

Now that the DSEIS is complete, 32BJ encourages an expedited review and approval so that the project and its benefits can be built and provided to the community. (Contreras)

I ask ESDC to expedite this project. (Bartholomew)

BCTC and Local 79 supports the amendment and urges an expedited review process for the Atlantic Yards development. (Morgan, Latchana)

I urge and encourage an expedited review so that the benefits of this project we have all worked long and hard for can be realized. (Coello)

We urge an expedited review and approval so that the project can be built, and provide all of the benefits to the community. (Britton)

On behalf of the stakeholders of the Court-Livingston Schermerhorn Business Improvement District, we ask ESD to proceed as quickly as possible with the review and approval of the SEIS for the Atlantic Yards Project. The completed phases of the project have been a boom to the business community in Downtown Brooklyn. We feel that any delays in completing the remaining phases are not beneficial to the quality of life, as well as the business community in the area (Lyon)

Please give this review a prompt and quick approval. (Stuart)

Given the project's indisputable benefits, we encourage an expedited review and approval of the DSEIS so that Atlantic Yards can move forward. Barring major changes to the development program, this should also be the final environmental review for this project. Forest City has been subjected to unending litigation and document preparation related to this litigation. This SEIS is only the latest tome to be produced because of a lawsuit. It is critical that we do not put any more restraints on this project Atlantic Yards is too important to our economy and essential to allowing the City to address the urgent affordable housing shortage our Mayor is making his top priority. (New York Building Congress)

The Association for a Better New York urges the swift approval of the Atlantic Yards' DSEIS. . . As long as there are obstacles in the way, all of the potential benefits the project can bring to Downtown Brooklyn will continue to be pushed back until the DSEIS is approved. We strongly urge an expedited review and approval of the completed DSEIS so that the project can be built and its benefits can be provided to the community. (Association for a Better New York)

I would like the project to be built as quickly as possible and the benefits cannot be realized if there continues to be litigation delaying the project... Now that the DSEIS is complete, we encourage an expedited review and approval so that the project and its benefits can be built and provided to the community. It is very important that we do not put any more restraints on this project. It is time to take a step back and let the developer do what they do best, build! (Causil)

Response X-2: Comment noted.

SUPPORT FOR AFFORDABLE HOUSING

Comment X-3: We enthusiastically support the continued development of the project. We specifically are interested in the affordable housing piece. I go back on the affordable housing for our particular staff, most of whom make

under 100 percent of the area median income, therefore, the affordable housing component is super attractive to us. (Brooklyn Boulder Foundation)

Everyone in this room is aware of the housing crisis that confronts our City. It is important to focus on the creation of new housing units, and not just to rehabilitate existing apartments. The Atlantic Yards development does exactly that. (Rosenberg)

The affordable housing units are desperately needed in New York City, as evidenced by Mayor de Blasio's commitment to build or preserve 200,000 affordable housing units over 10 years. And to be honest, Forest City is the primary developer creating affordable housing in Downtown Brooklyn. There are currently about 11,000 housing units under construction or in the pipeline in Downtown Brooklyn. About 3,500 of those units are affordable. Forest City is responsible for 2,431 of those affordable units – that's 70% of all affordable units we expect to be built in Downtown Brooklyn over the next seven years. (Reed)

The first residential building at Atlantic Yards is 50 percent affordable and is going up as we speak. These units are crucial to help address the dearth of affordable housing in Brooklyn. With over 6,400 residential units planned, the local businesses will enjoy a new level of prosperity and the City will have a significant contribution to its housing inventory. (REBNY)

We'd like to see the affordable housing built as quickly as possible. (Lyon)

The Atlantic Yards project will benefit many families that need affordable housing. These affordable apartments are important to families in Brooklyn especially now as the population continues to grow and very few developers other than Forest City Ratner are building affordable housing. The arena is up and the first affordable residential building is under construction. Now is the time to ride the momentum as opposed to putting up obstacles to the development of Atlantic Yards. There is a housing crisis in this city that is going to get worse over the next 20 or 30 years. We need to push for more residential development, both affordable and market rate, not stand in its way. The first building is 50% affordable and is going up as we speak. There are more to come both in Phase 1 and Phase 2 of the project. These units are crucial to help address the dearth of affordable housing in Brooklyn. (Causil)

Since 2008, so between 2008 and 2012, there have been 4,395 apartments built in the zip codes of 11201, 11217 and 11215. Of those, 4,395 units, it was 61 buildings, 61 different developers and six percent affordability. And that would be affordability up to 165 percent of

median, which would be \$838,000 a year. And for affordability for the people who wanted to know about 30,000 or 40,000 – 31 apartments. So while we are fighting...all of the other private developers are busy building and giving away our neighborhood... We're talking about a 23 percent loss in the African American population. We're talking about a 20 percent loss in the Latino population. We're talking about an equal 23 percent rise in the Caucasian population. Does the current tower have affordability? Yes. I do not know why you cannot understand that there are apartments for people making \$25,000 a year, \$40,000 a year, \$67,000, \$100,000 a year and \$126,000 a year. That is what is in B2. And it will actually be better under the new Mayor. And I am glad that we didn't build more under the old Mayor because I have hope under the new Mayor that we are going to do better. (Speliotis)

As we know, there's a housing crisis in the city and it's only going to get worse over the next 20 and 30 years. We need to push for more residential development, both affordable and market rate, so that residents can continue to live and work in this community. (Contreras)

I'm looking forward to the new housing projects that's coming up. Because here in Brooklyn a number of us have been -- we're looking to remain in Brooklyn, stay in Brooklyn. And affordable housing would definitely work for so many of us. (Bartholomew)

Response X-3: Comment noted.

SUPPORT FOR ECONOMIC IMPACTS

Comment X-4: Barclays Center has been a major catalyst for economic development in downtown Brooklyn. The entire Atlantic Yards project will continue to bring economic benefits. With over 6,400 residential units set to open in the future, many of our local businesses will enjoy a new level of prosperity... (Causil)

Response X-4: Comment Noted.

SUPPORT FOR PERMANENT JOBS

Comment X-5: The young people in my community who are no longer on public assistance thanks to the Barclay Center's full-time opportunity employment, they started before the Barclay Center opened and they're still there. I will fight for any job that is going to help our young people sustain income. (Newerls)

Atlantic Yards will help generate employment for workers employed for many years. When the project continues there will be more jobs for the community with retail on the ground floor of residential buildings. (Causil, Jeffery)

The Atlantic Yards project has brought much needed jobs to Brooklyn with a focus on Community Boards 2, 3, 6, 8 – of which I am on the board (Community Board 6) as well as NYCHA residents. (Causil)

The project has brought steady, good-paying jobs to Brooklyn. Of the 2,000 new jobs created at the Barclays Center, 80 percent of employees are from Brooklyn. A third of the local Community Board and a third are public housing residents. (Suthiwong, Jeffery)

Atlantic Yards will create thousands of union jobs in the building service industries. (Contreras)

Response X-5: Comment Noted.

SUPPORT FOR CONSTRUCTION JOBS

Comment X-6: Continuation of the Atlantic Yards Project provides an essential jobs program in a borough that's still recovering from an economic failure decades old. Please expedite the completion of this project and keep Brooklyn and trades women working. (Mulligan)

There was a commitment that local neighborhoods would benefit from the construction of Barclays Center and that has been the case. The construction of Atlantic Yards will create thousands of union construction jobs. (Rosenberg)

Forest City Ratner Companies and The Darman Group partnered with NEW during the Barclays Center at Atlantic Yards project to increase female and local tradeswomen participation and NEW believes that we will have the same success with the Atlantic Yards Land Use Improvement and Civic Project. . . . The poverty rate is higher for females, blacks, and Hispanics. This is the population NEW chiefly serves and this is the population that NEW can put into the construction jobs that Atlantic Yards will provide. (Juarez)

Atlantic Yards will create thousands of union construction jobs and will ensure that many middle class families can provide for their families in the years to come. (Morgan, Latchana, Suthiwong, Causil, Jeffery, Contreras)

Since June of 2013, the Brooklyn Navy Yard Employment Center has been working closely with FCS Modular to help recruit, screen and train candidates for positions to support in the construction of building B2 out of their space at the Brooklyn Navy Yard. . . . As construction continues, we expect the number of hires and trainees with FCS Modular to increase overall, connecting more local residents to quality job opportunities at the Brooklyn Navy Yard. (Ramanathan)

The two main reasons why small contractors find it hard to gain access to contract opportunities and grow their business are: 1) contracts are often oversized at values outside the top range of what small contractors can handle, 2) obtaining funds to finance the early stage of work on projects. Forest City Ratner has created systems whereby small contractors can bid and win contracts. The developer has also collaborated with NYSAMC to provide technical assistance to help small contractors meet the requirements set by banks and other lenders. (Britton)

They have worked to ensure that they have MWBEs being awarded contracts on site and that commitment will continue throughout the project... (Causil)

When the project continues there will be more jobs for the community with continuing construction work. (Causil, Suthiwong, Jeffery)

I want the project to continue, especially in the construction part because that will continue to give people like me employment in the industry as a woman -- to stress that because it really gave me a great opportunity. (Bartholomew)

Response X-6: Comment Noted.

SUPPORT FOR BARCLAYS CENTER

Comment X-7: The Barclays Center alone has been a boon for the borough, and helped create Brooklyn as a standalone destination for travelers worldwide. (Scissura)

When the Barclays Center opened in September 2012, the neighborhood saw an immediate lift. Thousands of visitors – some of whom are coming to Brooklyn for the first time to visit the Barclays Center – have begun to fill the surrounding bars and restaurants nightly. (Reed)

The project has brought steady, good paying jobs to Brooklyn; Of the 2,000 new jobs created at Barclays Center, 80 percent of the employees are from Brooklyn, 1/3 are from local community boards and 1/3 are public housing residents. (Morgan, Latchana)

Barclays Center provides employment opportunities for thousands of Brooklynites. (Coello)

The Barclays Center has been undoubtedly a major catalyst for economic and cultural development in downtown Brooklyn. It's helped solidify Brooklyn's status as an international center for arts and commerce. (Stubblefield)

Since the Barclays Center was completed in September of 2012, we've actually noticed a huge and tremendous boost in commerce within the

Fulton Mall Improvement Association service district. In fact, no less than seven major retail chains have opened their doors along the mall. (Stuart)

It is clear to me that people in our neighborhood, have been positively impacted by the arena in a way that truly matters—with good, secure jobs. This should be encouraged and endorsed. (Greiss)

Of the 2,000 new jobs created at Barclays Center – 80% of the employees are from Brooklyn, 1/3 are from CBs 2, 3, 6, and 8 and 1/3 are NYCHA residents... The arena has been a wonderful asset to the community. Over 400 community organizations have received tickets to arena events, the arena has a mediation room, and recently applications were made available for local organizations to host community events at the arena. (Causil)

The completion of the Barclays Center in 2012 saw a growth in the tourism industry in downtown Brooklyn, which has positively impacted the hotel industry and business community in and around the Metro Tech BID. It's likely the completion of Phase 2, the addition of 6,400 residential units, will have an equally beneficial impact on the area. (Grew)

Since it opened in 2012, the Barclays Center has become an important anchor for Brooklyn's emerging leadership in the City's entertainment and sports industries; generating 2,000 new jobs and an estimated \$14 million in tax revenues for the City in its first year. The arena has been a catalyst for the renaissance of downtown Brooklyn, now one of the most fast -- now one of the fastest growing commercial districts in the City. (Walker)

And if Barclay and Ratner hadn't allowed PS 11 to give tickets and support our low income and homeless families -- even though we're in a very diverse and affluent neighborhood, we do accept all students, including low income and a lot of our families are homeless. It also allows us to reward a lot of our children because we do have doctors and we have a lot of professionals, we do have a lot of high need families where with everything going on in their family, attendance is not an issue. So we use special programs, tickets to reward our children for coming to school, which we are very thankful for. (McKnight)

But the main reason I'm here is because of the job opportunities. Two of my very close friends who are parents at PS 11 they were very -- they were unemployed for a lot of years. And thanks to Barclay, they have good paying jobs where they're able to provide for their families. Also, some of the younger children who have older siblings, brothers and

sisters and nephews and uncles, they're working at Barclay as well. (McKnight)

Response X-7: Comment Noted.

SUPPORT – COMMUNITY BENEFITS

Comment X-8: There are so many more positive things that will come out in the rest of this project including a community center, health center, and potentially a new school. There will be 8 acres of accessible open space. However this will only happen when the project continues. (Causil)

Good things are happening. But even more significant public benefits will be realized in the second phase of Atlantic Yards. (Walker)

The children of our community, as well as the adults, have been able to benefit from this. They have gotten jobs. We have taken the children -- and let me tell you something about those opposers, when I had community passes and I give that out, I put out e-mail blasts. I put out Facebook, text messages about the community benefit -- the community passes opportunity and people who opposed the project, come to my office and pick up community passes... Now we have a program where we have 18-year-olds to 25-year olds in a Tech for the Future Program and then they're going to be going to intern at the Barclays Center in the IT unit. (Evans)

I believe in what the community is doing and I believe in what Forest City Ratner is doing because he has supported our community in a lot of ways...Nothing will be successful without change. So we have to look at this as a big change in the community that helps, especially our young people. Keeping young people off the streets today is a hard job. Well, Forest City Ratner with Barclays Center has given the children an opportunity to get off the streets and wear the Nets hats and have something that they can relate to like we related to Ebbets Field. Please, give them a break...We need Forest City Ratner to be built in its proper way. And if you want to be on the committee, pull yourself up out of bed one day and go down, get in line and get on the committee and see what they're doing. Okay? (Porter)

We have a Community Agreement. I want to see it finished. That Community Agreement, I want to see the housing they promised us that they would give us. I'm sure that many people want housing. Now we have a plan and that's why I hope that we'll be able to sustain the plan and finish it. (Staten)

Response X-8: Comment noted.

SUPPORT – DEVELOPER INTENT

Comment X-9: Forest City is, and remains, fully committed to completing the Atlantic Yards project as expeditiously as possible. That includes building 2,250 affordable housing units and providing all of the public amenities that are part of this project. We recognize that we have obligations to complete these parts of the project in full, and, together with our partner, Greenland Holding Group, we fully intend to meet all of those obligations. . . We are already working together with Greenland on a plan and construction schedule that in no way resembles the timeline analyzed in this SEIS. Rather it resembles the construction schedule we have always pursued despite the obstacles thrown in our path, which is to complete the project in ten years. (Marshall)

Response X-9: Comment Noted.

Comment X-10: We should be building on the initiatives that Forest City Ratner is already putting in place, including their plan for a new green roof over the Barclays Center and operating an arena that is serviced by more mass transit than almost any other arena in the world (Scissura)

Response X-10: Comment Noted.

Comment X-11: I want the project to move forward but I want it to keep its original residents and Brooklyn's essence in mind as they do so. (Fields)

Response X-11: Comment Noted.

UNCATEGORIZED

Comment X-12: This DSEIS is only about Phase 2. Phase 1 hasn't happened yet. We have a shovel in the ground for the modular but we don't have any real building. And we're here to say, build it now. . . Build Phase 1 now. Stop delaying it. The only delays in Phase 1 are the result of the developer delaying it and ESDC agreeing with that. (Simon)

Why is there a delay in Phase 1? It has nothing to do with litigation. There is no litigation going on. It's because ESDC has allowed the developer to do this. And why is this hearing happening tonight? And why do you think that this has delayed the project? It hasn't. ESDC has had almost three years to develop the Draft SEIS and hold this hearing. Three years they've taken to do it. So your blame is misplaced. (D. Goldstein)

Response X-12: Litigation delayed ESD acquiring the Phase I properties until March 2010 and obtaining vacant possession of the Arena Block until May 2010. Progress on Project construction was also delayed by poor general economic conditions stemming from the 2008 recession. The project

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sponsors have stated that the pace of Project construction will accelerate after June 2014. See also response to Comment 1.

Comment X-13: The building they are building is going to cover our view of the Statue of Liberty and the pretty sunset. (Jose)

Response X-13: Comment noted. *