



SPECIAL MEETING OF THE  
CONNECTICUT PORT AUTHORITY  
BOARD OF DIRECTORS

**Tuesday, May 30, 2023  
12:00 p.m.**

**In response to concerns regarding the spread of coronavirus disease (COVID-19), and in the interest of the safety and well-being of participants, this meeting was held remotely by conference call.\***

*\*Please Note: In addition to the minutes below, an audio recording of this meeting can be found on the Authority's website at <https://ctportauthority.com/governance/>*

**Board Attendance**

Chair David Kooris; John Carter; Parker Wise; Brian Thompson; Paul Hinsch; Grant Westerson; John Johnson; Dave Pohorylo; Paul Whitescarver; Chuck Roman; Doug Delena; Tom Patton; Mayor Michael Passero; Felix Reyes; (joined after roll call, but before Item #4)

Absent: Mayor Justin Elicker; Alexandra Daum; Tom Gill; Joe Ganim; Katie Dykes

CPA Staff/Other: Ulysses Hammond; Veronica Calvert; Jean Puleo; Steve Nuhn; Marlin Peterson (AECOM); Fred Hedberg (Robinson + Cole)

**MINUTES**

**1. Call to Order**

Chair Kooris called the meeting to order at 12:03pm.

**2. Public Comment**

*(Begins at 00:02:39 of the audio recording)*

**3. Consideration and approval of a resolution authorizing the Interim Executive Director to enter into a Fourth Amendment to that certain Harbor Development Agreement by and among North East Offshore LLC, Gateway New London LLC, and the Connecticut Port Authority.**

*(Begins at 00:09:01 of the recording)* Interim Executive Director, Ulysses Hammond began by thanking Chair David Kooris for his volunteer efforts throughout the negotiation process over the last few months as well as recognizing the Authority's Chief Negotiator, Marlin Peterson of AECOM. Ulysses brought before the Board for consideration, an Amended Harbor Development Agreement (HDA) between the CPA and North East Offshore (NEO), as well as a negotiated final GMP with the Construction Manager at Risk, Kiewit, to complete the State Pier Infrastructure

Project. Chair Kooris addressed the recent press regarding NEO and the announcement from Eversource of selling their stake in the unallocated lease areas, port infrastructure and vessel leasing to Ørsted. Eversource will be announcing the sale of their share of the three wind projects to be built at State Pier (Southfork, Sunrise and Revolution Wind) this summer. There is no impact to our partnership with Eversource as they are still committed to this amendment. NEO remains committed to their work with the CPA as well.

Chair Kooris emphasized that the critical role of the HDA Amendment is to mobilize the new \$23.75 million from NEO.

*(Begins at 00:22:06 of the audio recording)* Questions and discussion (Dave Pohorylo, Felix Reyes, John Johnson and Chair Kooris).

*(Begins at 00:31:14 of the audio recording)* Marlin Peterson(AECOM) in collaboration with Chair Kooris, provided a brief overview of the liquidated damages in response to John Johnson's question regarding potential penalties to Kiewit if the project isn't completed as scheduled.

*(Begins at 00:35:25 of the audio recording)* Questions and discussions (Felix Reyes, Paul Hinsch and Chair Kooris)

*(Begins at 00:39:43 of the audio recording)* Chair Kooris provided the sequence of agenda items #3 and #4. Agenda item #3 is the motion to approve the HDA Amendment which exclusively governs our agreement with NEO. This will trigger their mobilization of the additional \$23.75 million. Next item #4 is the Contract Amendment with Kiewit for those items totaling \$23.75 million. The CPA is not yet committing any further funding. Kiewit's guaranteed maximum price recognizes that everything is contingent upon the CPA securing the additional funds from the State, estimated to occur in July, 2023.

**RESOLVED:** That the Fourth Amendment to Harbor Development Agreement by and among the Authority, Gateway New London LLC and Northeast Offshore LLC substantially in the form attached hereto as EXHIBIT A, is hereby approved and the Interim Executive Director be and hereby is authorized, empowered and directed, for and on behalf of the Authority, to execute and deliver such Fourth Amendment and any and all reasonable and necessary documents in furtherance thereof.

Motion by John Johnson, seconded by Paul Hinsch. So VOTED, with a NO vote by Dave Pohorylo

**4. Consideration and approval of a resolution authorizing the Interim Executive Director to enter into a Ninth Amendment to that certain Construction Manager-at-Risk Agreement with Kiewit Infrastructure Co.**

*(Begins at 00:44:00)* Marlin Peterson (AECOM) provided additional background and technical detail on the amendment and change orders, including the detailing of the scope modifications and site conditions. He continued with a detailed overview of the environmental conditions encountered with regards to Amendment 9 and prospective Amendment 10.

*(Begins at 00:53:26 of the audio recording)* Questions and discussion (John Johnson, Dave Pohorylo, Marlin Peterson (AECOM) and Fred Hedberg (Robinson + Cole)

*(Begins at 00:57:53 of the audio recording)* Interim Director, Ulysses Hammond noted that the negotiations for the final GMP agreement with Kiewit were not finalized until Wednesday, May 24, 2023

**RESOLVED:** That the Ninth Amendment to Construction Management at Risk Contract by and between the Authority and Kiewit Infrastructure Co., (the "Ninth Amendment") substantially in the form attached hereto as EXHIBIT B, is hereby approved and, conditional on the funding in full into escrow of the GMP as set forth in the Ninth Amendment , the Interim Executive Director be and hereby is authorized, empowered and directed, for and on behalf of the Authority, to execute and deliver such Ninth Amendment and any and all reasonable and necessary documents in furtherance thereof.

Motion by Grant Westerson, seconded by John Johnson. So VOTED, with a NO vote by Dave Pohorylo

**5. Old Business**

*(Begins at 01:00:10 of the audio recording)* Question posed by John Johnson regarding the lawsuit between Kiewit (defendant) and Blakeslee with regard to who's being sued and if there are funds allocated to settle. Chair Kooris advised that the Authority is listed as a "named party" in the suit and that it's one of the things that the contingency may potentially cover.

**6. Adjournment**

Motion to adjourn made by John Johnson seconded by Parker Wise. Meeting adjourned at 1:04pm.