

# Operator Request for Landing Slot License at NYCEDC/SBS Ferry Landings

New York City Economic Development Corporation (NYCEDC) administers, on behalf of the Department of Small Business Services (SBS), landing slot licenses for the following ferry landings:

- Hunters Point South
- North Williamsburg
- Shaefer Landing/South Williamsburg
- BAT Pier 4 (DockNYC)
- East 90th Street
- Astoria
- Bay Ridge
- Stuyvesant Cove
- Grand Street/Corlears Hook
- Rockaway
- Soundview
- Ferry Point Park
- St. George

NYCEDC administers the following landing slot licenses directly:

- DUMBO/Fulton Ferry
  - Requires additional approval from Brooklyn Bridge Park
- Atlantic Ave/Brooklyn Bridge Park-Pier 6
  - Requires additional approval from Brooklyn Bridge Park
- Red Hook/Atlantic Basin
- Long Island City (Gantry State Park)
  - Requires additional approval and special fees from Gantry State Park
- Roosevelt Island
  - Requires additional approval from Roosevelt Island Operating Corporation
- Brooklyn Navy Yard (Dock 72)
  - Requires additional approval from Brooklyn Navy Yard Development Corporation

The following ferry landings are not under NYCEDC's purview:

- Pier 11/Wall Street (NYC Department of Transportation)
- East 34<sup>th</sup> Street (NYC Department of Transportation)
- Greenpoint (Lend Lease)
- Governors Island (Trust for Governors Island)
- Battery Park City (NY Waterway)
- Pier 79 (NY Waterway)

The following information is required to process your request. Please note: applications require **21 DAYS** to be processed.

| <b>Operator:</b>                                                                                                                                                                                          |                          | <b>Today's date:</b>      |                                                            |                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------|------------------------------------------------------------|-------------------------|
| <b>Landing(s):</b>                                                                                                                                                                                        |                          | <b>Event date(s):</b>     |                                                            |                         |
| <b>Brief description of event, including anticipated number of passengers:</b>                                                                                                                            |                          |                           |                                                            |                         |
| <b>Vessel Information</b>                                                                                                                                                                                 |                          |                           |                                                            |                         |
| <b>Nº</b>                                                                                                                                                                                                 | <b>Ferry Vessel Name</b> | <b>Passenger Capacity</b> | <b>Loading Configuration</b>                               | <b>Provide USCG COI</b> |
| 1                                                                                                                                                                                                         |                          |                           | Bow <input type="checkbox"/> Side <input type="checkbox"/> |                         |
| 2                                                                                                                                                                                                         |                          |                           | Bow <input type="checkbox"/> Side <input type="checkbox"/> |                         |
| 3                                                                                                                                                                                                         |                          |                           | Bow <input type="checkbox"/> Side <input type="checkbox"/> |                         |
| 4                                                                                                                                                                                                         |                          |                           | Bow <input type="checkbox"/> Side <input type="checkbox"/> |                         |
| 5                                                                                                                                                                                                         |                          |                           | Bow <input type="checkbox"/> Side <input type="checkbox"/> |                         |
| 6                                                                                                                                                                                                         |                          |                           | Bow <input type="checkbox"/> Side <input type="checkbox"/> |                         |
| <b>Operations Details</b>                                                                                                                                                                                 |                          |                           |                                                            |                         |
| <b>Pick-up/Drop-off Schedule</b>                                                                                                                                                                          |                          |                           |                                                            |                         |
| <b>Pick-Up</b>                                                                                                                                                                                            |                          | <b>Drop-Off</b>           |                                                            |                         |
|                                                                                                                                                                                                           |                          |                           |                                                            |                         |
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|                                                                                                                                                                                                           |                          |                           |                                                            |                         |
|                                                                                                                                                                                                           |                          |                           |                                                            |                         |
| Are these times flexible if needed to accommodate for NYC Ferry schedule? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>                                                          |                          |                           |                                                            |                         |
| Will you provide signage? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> Will you provide upland staffing? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> |                          |                           |                                                            |                         |
| <b>Licensee Information</b>                                                                                                                                                                               |                          |                           |                                                            |                         |
| Licensee Full Legal Name (and d/b/a):                                                                                                                                                                     |                          |                           |                                                            |                         |
| Licensee Main Signatory Contact & Title:                                                                                                                                                                  |                          |                           |                                                            |                         |
| Licensee Address:                                                                                                                                                                                         |                          |                           |                                                            |                         |
| Licensee Operations Rep. Name & Title:                                                                                                                                                                    |                          |                           |                                                            |                         |
| Licensee Operations Rep. Phone & Email:                                                                                                                                                                   |                          |                           |                                                            |                         |

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| <b>Notifications/Permissions</b>                                                                                                                                                                                                                                                                                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| If landing requires additional approval (listed on pg. 1), have you obtained permission from that entity? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> If YES, please provide evidence of approval.                                                                                                                                 |  |
| <b>Insurance &amp; Fees</b>                                                                                                                                                                                                                                                                                                                                   |  |
| Specific insurance is required by operators and must be reviewed and approved by NYCEDC prior to license execution. Provide insurance documentation (requirements listed in Appendix A) no fewer than 21 <b>DAYS</b> in advance of license period.                                                                                                            |  |
| Is insurance documentation included with this application? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> If NO, Licensee will send insurance by                                                                                                                                                                                      |  |
| License is subject to fees. Please find fee list in Appendix B.                                                                                                                                                                                                                                                                                               |  |
| <b>Landing Security</b>                                                                                                                                                                                                                                                                                                                                       |  |
| Licensee acknowledges they executed an up-to-date Declaration of Security (DoS) for this landing. The Licensee as vessel operator agree to the security measures and responsibilities listed in the DoS to ensure compliance with the requirements of 33CFR105.25 and 33CFR104.255.<br><b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> |  |
| <b>– INTERNAL/EDC ONLY –</b>                                                                                                                                                                                                                                                                                                                                  |  |
| Does this license require third party (in addition to SBS) signature? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>                                                                                                                                                                                                                  |  |
| Insurance review accepted by Contracts? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>                                                                                                                                                                                                                                                |  |
| Form license approved by Legal? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>                                                                                                                                                                                                                                                        |  |
| Coordination/notification for NYC Ferry operations? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>                                                                                                                                                                                                                                    |  |
| Fees sent to finance for billing? <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> Fee total: \$                                                                                                                                                                                                                                        |  |

## Appendix A – Insurance

### Section 1.46. Insurance

- a. Licensee shall procure and maintain throughout the term of this License, Marine Protection and Indemnity Insurance, including but not limited to coverage for 1) pollution; 2) injury, illness and death to crew, passengers and all other persons while on board vessels or on the Landing Site; 3) wreck liabilities; 4) loss or damage to property whether on land or water and whether fixed or movable; and 5) full running down coverage. All coverage will be in an amount of not less than \$25,000,000, combined single limit, with the exception of pollution, where coverage will not be less than \$50,000,000.00.

All policies or coverages will name all of the Indemnitees as set forth in Section 1.08 (entitled “Indemnification”) as additional insureds or contain a Mis-directed Arrows clause for the benefit of the Indemnitees, as set forth in Section 1.08. All policies or coverages will contain a provision requiring the underwriter/coverage provider to notify the Licensee and Licensor of any changes to or lapses in coverage.

- b. For the personnel who work for Licensee, whenever applicable, Licensee shall procure and maintain, during the term of this License, statutory Workers’ Compensation Insurance, United States Longshoremen’s and Harborworkers’ Compensation Insurance, and whenever applicable, coverage shall also be obtained for liability under the Jones Act and under general maritime law to meet applicable statutory requirements.
- c. Additional insurance required pursuant to this License:
  - (i) For all of Licensee’s obligations under this agreement including, but not limited to, those obligations set forth in Sections 1.11 (entitled “Queuing and No Obstructions”), 1.13 (entitled “No Waste Material”), 1.16 (entitled “Cooperation”), 1.18 (entitled “Sufficient Personnel”), 1.21 (entitled “Damage to Landing Site or Approaches to Landing Site”), 1.22 (entitled “Closing of Gates and Gangways/Ramps”), 1.39 (entitled “Landing Site Improvements and Maintenance”), 1.41 (entitled “Ticketing”), and 1.47 (entitled “Security”), Licensee shall be required to obtain Commercial General Liability Insurance (“CGL”) written on ISO Form CG 00 01 or its equivalent in the amount of, at least, five million dollars (\$5,000,000) per occurrence for bodily injury (including death), personal injury (including, without limitation, death), and property damage and a minimum of ten million dollars (\$10,000,000.00) in the aggregate for the duration of this License with all the

Indemnitees named as additional insureds. The CGL policy shall cover Licensee for all of Licensee's land operations and use at the Landing Site (including, without limitation, the dock, pier, bulkhead, and Improvements) in connection with the ferry operations licensed by the City and/or in connection with this License. The CGL policy shall contain no exclusions or endorsements which are not acceptable to the City and/or License Administrator and shall be of a form and from an insurance company acceptable to the City and/or License Administrator.

- (ii) For any Improvements, Improvements Maintenance, Improvements Restoration, or other operations by Licensee or any of its contractors or subcontractors in connection with the Landing Site, including, but not limited to, the dock, pier, and bulkhead, Licensee and its contractors and subcontractors shall be required to obtain Commercial General Liability Insurance ("CGL") in the amount of, at least, five million dollars (\$5,000,000) per occurrence for bodily injury (including death), personal injury (including, without limitation, death), and property damage and a minimum of ten million dollars (\$10,000,000.00) in the aggregate for the duration of the Improvements, Improvements Maintenance, Improvements Restoration and other operations, with all the Indemnitees as set forth in Section 1.08 named as additional insureds. The CGL policy shall contain no exclusions or endorsements which are not acceptable to the City and/or License Administrator and shall be of a form and from an insurance company acceptable to the City and/or License Administrator. In addition, the Licensee and its contractors and subcontractors shall be required to obtain and provide a Builders' Risk policy covering all risks in completed value form. Such policy shall cover the total value of work performed, as well as the value of any equipment, supplies and/or material for work that may be in storage (on or off the Landing Site) or in transit. The Builders' Risk policy shall contain the following endorsements: (i) the City, the License Administrator and Licensee shall be named as loss payee for the work in order of preference, as their interests may appear; (ii) in the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company; and (iii) in the event that the insurance policy has been issued by a mutual insurance company, the following language shall be included: "The City of New York is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefor." Licensee shall ensure

that its contractor(s) and subcontractors name the Indemnitees as additional insureds or loss payee, as appropriate under all policies covering the work to be performed by such contractors and subcontractor(s); the Indemnitees' coverage as additional insureds shall be at least as broad as that provided to Licensee.

- (iii) For the operation of motor vehicles to and from the Landing Site, either during periods of reconstruction or in connection with its ferry operations, Licensee shall be required to obtain a Business Automobile Policy with limits of liability not less than one million dollars and no cents (\$1,000,000.00) combined single limit, with all the Indemnitees named as additional insureds.
- d. Licensee shall obtain and maintain Wharfinger's Insurance, if applicable, or other insurance or coverage for legal liabilities arising out of Licensee's operation and maintenance of the Landing Site pursuant to the License granted herein naming the City, License Administrator and the Indemnitees as named insureds up to a limit of one million dollars and no cents (\$1,000,000.00) pursuant to this License.
- e. Licensor retains the right to require additional insurance as deemed necessary by Licensor.
- f. All insurance policies required to be furnished hereunder shall be issued by a responsible company or companies licensed, admitted or eligible to do business in the State of New York (and maintain an A.M. Best Rating of A-7 or better and/or a Standard & Poor's rating of at least AA), and all insurance certificates and policies shall be subject to approval by Licensor as to form and sufficiency of coverage.
- g. Certificates of Insurance, or for Marine Protection and Indemnity Insurance a Certificate of Entry, must be approved at least one (1) business day prior to commencement of service under this License. In addition, Licensee shall submit complete and correct copies of the insurance policies, including declaration pages and all endorsements thereto, required under this License at least one (1) business day prior to the commencement of service.
- h. All policies of insurance required by this Section shall contain the terms and condition of policies and endorsements available for such risks.
- i. The Marine Protection and Indemnity and Commercial General Liability policies of insurance required by this Section shall contain each of the following endorsements:

(1) The City of New York, and the New York City Economic Development Corporation, together with all of their respective members, directors, officials and employees, officers, agents, consultants, contractors and other representatives are Additional Insureds with coverage at least as broad as set forth in ISO Forms CG 2026 and CG 2037.

Notwithstanding the above, for Marine Protection and Indemnity Insurance, the above additional insured endorsements are required or their functional equivalent:

(2) If and insofar as knowledge of an "occurrence", "claim", or "suit" is relevant to the City of New York, and the New York City Economic Development Corporation as Additional Insureds under this policy, such knowledge by an agent, servant, official or employee of the City of New York, or the New York City Economic Development Corporation, will not be considered knowledge on the part of the City of New York, or the New York City Economic Development Corporation, of the "occurrence", "claim", or "suit" unless notice thereof is received by the: Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007, and Senior Vice President, Asset Management Department, New York City Economic Development Corporation;

(3) This policy shall not be cancelled, terminated, modified or changed by the Insurance Company unless thirty (30) days prior written notice is sent by Certified Mail to the Named Insured and the First Deputy Commissioner, New York City Department of Small Business Services and the Executive Director, Office of Private Ferries of the New York City Department of Transportation and the Senior Vice President, Asset Management Department, New York City Economic Development Corporation; and

(4) The limit of coverage under this policy applicable to the Additional Insureds is equal to the limit of coverage applicable to the Named Insured.

- j. Should other different or additional types of insurance or clauses thereafter become available, Licensee agrees to furnish such new policies on demand of the Licensor.
  - (i) Licensee further agrees to execute and deliver any additional instruments and to do or cause to be done all acts and things that may be requested by Licensor to properly and fully insure the Indemnitees against all damage and loss as herein provided for and to effectuate and carry out the intents and purposes of this License.

- k. In the event insurers of the Licensee elect to terminate or require material modification to policies of insurance required by this agreement Licensee shall:
  - (i) Within twenty (20) days after receipt of a notice of cancellation, termination or material modification, Licensee shall obtain a new policy providing coverage required herein for the duration of the License term, and furnish two (2) copies to Licensor.
- l. Failure to comply with the insurance requirements above shall be a material breach of this License.
- m. All insurance, certificates and policies shall be filed with the First Deputy Commissioner, New York City Department of Small Business Services, One Liberty Plaza, New York, New York 10006 and with the Senior Vice President, Asset Management Department, New York City Economic Development Corporation, One Liberty Plaza, 14<sup>th</sup> Floor, New York, New York 10006, Attention: Ferries.
- n. In addition to the above, the following terms and conditions shall apply, and shall be written into the policies of Insurance as riders:
  - (i) Unless changed in writing at a later date, notice under the policies provided for above, shall be addressed to:
    - A. Senior Vice President, Asset Management Department  
New York City Economic Development Corporation  
One Liberty Plaza, 14<sup>th</sup> Floor  
New York, New York 10006  
Attention: Ferries
    - B. General Counsel, Legal Department  
New York City Economic Development Corporation  
One Liberty Plaza, 14<sup>th</sup> Floor  
New York, New York 10006
    - C. First Deputy Commissioner  
New York City Department of Small Business Services  
One Liberty Plaza



New York, New York 10006

- (ii) The policies shall not be canceled, terminated or modified unless thirty (30) days prior written notice is sent by registered mail, return receipt requested, to Licensee, the City, Licensor and License Administrator at the addresses listed above.
  - (iii) The presence of any inspectors, employees or agents of the City of New York, or NYCEDC on the premises pursuant to this License shall not invalidate any policy of insurance.
  - (iv) Notice of accidents to the insurance company by Licensee shall be deemed notice by the City, NYCEDC, and Licensee to the insurance company.
  - (v) The insurer waives all rights of subrogation against the Indemnitees and their members, directors, officers, officials, agents, employees, consultants, contractors and other representatives.
  - (vi) Notice of accidents shall be given by Licensee to the NYCEDC Director of Private Ferry Operations immediately but in no case to exceed twenty-four (24) hours after such accidents occur.
- o. All insurance required in this Section shall be primary to any insurance maintained by any of the Indemnitees and any insurance maintained by the Indemnitees shall not be called on to contribute to any loss.

## Appendix B – Fees

| <b>Ferry Landing Sites</b> | <b>Peak Rate</b>    | <b>Off-Peak Rate</b> | <b>Layover*</b>  | <b>Ticket Office</b> |
|----------------------------|---------------------|----------------------|------------------|----------------------|
| <b>All landings</b>        | \$16.82 per landing | \$2.89 per landing   | \$16.82 per hour | N.A.                 |

\*Layover requests are subject to feasibility review and final approval at NYCEDC's sole discretion.

Peak Period: Monday through Friday, 6:00 am – 10:00 am; 4:00 pm – 7:00 pm.

Off-Peak Period: All times not indicated under Peak Period.