

Memorandum of Understanding

This Memorandum of Understanding (this "MOU"), dated as of August 26, 2016, shall confirm an understanding among (i) the City of New York Department of Parks and Recreation ("DPR"), having an address at The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10065, (ii) the City of New York Department of Transportation ("DOT"), having an address at 55 Water Street, New York, NY 10041, (iii) the City of New York Department of Small Business Services, ("DSBS" and, together with DPR and DOT, the "Agencies" and each, an "Agency"), having an address at 110 William Street, New York, NY 10038, and (v) New York City Economic Development Corporation ("EDC", and together with DPR, DOT, and DSBS, the "Parties" and each a "Party"), having an address at 110 William Street, New York, NY 10038 concerning the planned city wide ferry system, as described more particularly in **Exhibit A** hereto (the "CWFS").

WHEREAS, pursuant to Section 2.01(o) of the Amended and Restated Maritime Contract dated as of June 30, 2015, as amended from time to time (the "Maritime Contract") between the City and EDC, EDC is authorized and directed to "provide to the City such other services related to maritime (including marine terminals, wharf property, marginal streets and lands under water), market, aviation, freight and intermodal transportation development as the Deputy Mayor may approve or direct, including, without limitation, ... undertaking projects to improve the quality of life in the City of New York and/or otherwise make the City of New York a more attractive place to do business";

WHEREAS, the CWFS will increase transportation options for the City's residents and visitors and expand access to the City's waterfront communities and parks;

WHEREAS, each of the Agencies has jurisdiction over certain aspects of the planned CWFS;

WHEREAS, the CWFS ferry landing sites set forth on **Exhibit B** hereto, consisting of lands under water, bulkheads, piers (if any) and the Upland at such sites (the "Landing Sites," which defined term shall exclude the "Landings" as hereinafter defined), are under the jurisdiction of the Agencies, as set forth on **Exhibit B** hereto (for all purposes hereof, the term "Upland" means the land up to, but not including, the gangway that connects the land to the barge, and any pier connected to said land);

WHEREAS, the obligations set forth in this MOU shall apply only to those Landings and Landing Sites being utilized for the CWFS that are listed in **Exhibit B**. All obligations with respect to ferry landings that will be utilized for the CWFS that are not listed in **Exhibit B**, but are subject to those agreements among DSBS, EDC and DOT dated October 31, 1995 and February 7, 1997 (hereby referred to as the "EDC-DOT Agreements"), said ferry landings being East 34th Street and Pier 11, shall continue to be governed by said agreements. With respect to the East 90th Street, East 62nd Street and Schaefer Landing ferry landings, DSBS, DOT, DPR and EDC agree that said properties shall be deleted from the EDC-DOT Agreements, as supplemented by those certain letter agreements dated October 3, 2013, October 7, 2013 and October 16, 2013 among the Parties, and included as Landings and Landing Sites that are subject to the terms and conditions of this MOU and that the use of the East 90th Street, East 62nd Street and Schaefer Landing properties by DOT for private ferry purposes is hereby revoked by DSBS pursuant to Section 1301(2)(i) of the New York City Charter and such use of said properties is hereby set aside by DSBS for DPR pursuant to such section of the New York City Charter. DSBS shall take such actions that are necessary to ensure that such change of the affected agencies' use of such properties is

reflected in the records of the New York City Department of Citywide Administrative Services and such use of these properties by DPR is also set forth in **Exhibit B** hereto.

WHEREAS, certain Landing Sites require improvements in order to be suitable for use in the CWFS, including without limitation the installation of (i) barges, (ii) piles anchoring barges to lands under water, (iii) gangways connecting barges to the Landing Sites, (iv) a security gate (including supporting platform) at the connection to the Landing Site, (v) bow loaders connecting barges to ferry vessels and (vi) replacement of existing railing segments with security gates for Landings. All such improvements to Landing Sites which are not located on the Upland and do not involve the bulkhead or any piers shall be defined as, the "Landings";

WHEREAS, certain Landing Sites require improvements to the Upland in order to be suitable for use in the CWFS, including the installation of (i) lighting, (ii) signage, and (iii) utility conduits (all such improvements to the Upland being, the "Upland Improvements");

WHEREAS, EDC intends to enter into one or more operating agreements (collectively, the "Operating Agreements") pursuant to which one or more private entities (collectively, the "Operators") shall undertake primary responsibility for the CWFS ferry operations; and

WHEREAS, the Parties wish to memorialize the rights and responsibilities of each of the Parties with respect to the CWFS.

NOW THEREFORE, in consideration of the benefits to the public, and the covenants of the Parties set forth herein, each of the Parties agrees as follows:

- 1) **MOU Period.** The term of this MOU shall commence upon the date hereof and, unless sooner terminated as provided herein, shall be coterminous with the operation of the CWFS and upon termination of the CWFS all rights of the Parties by virtue of this MOU shall terminate.

NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY IN THIS MOU, THIS IS A REVOCABLE LICENSE, TERMINABLE AT WILL AT ANY PARTY'S OPTION. EDC AGREES TO PROMPTLY VACATE THE LANDING SITES AND REMOVE THE LANDINGS UPON TWENTY-FIVE (25) CALENDAR DAYS' WRITTEN NOTICE OF TERMINATION FROM DPR, DOT OR DSBS. NO OWNERSHIP, LEASEHOLD OR OTHER PROPERTY INTEREST SHALL VEST IN EDC OR IN EDC'S OPERATORS BY VIRTUE OF THIS MOU.

- 2) **Construction and Design of Landing Sites.**

- (a) The Parties acknowledge that construction will be required in order to make the Landing Sites suitable for service in the CWFS.¹ Each Agency agrees, with respect to the Landing Sites under its jurisdiction, to provide reasonable water and land access to EDC and its contractors for the purposes of conducting any surveys, inspections and testing necessary to prepare a preliminary design of necessary improvements (a "Preliminary Design"), as well as any reviews required by applicable law. A draft Preliminary Design for each Landing Site under Agency jurisdiction will be sent to each Agency for approval. The Agency shall review and approve or provide written

¹ The amount of construction required at the Landing Sites will vary, but in all cases the period of construction is expected to be less than 30 days.

comments to EDC on the draft Preliminary Design in accordance with its internal review and approval procedures; provided however that the Agency will use its good faith efforts to accomplish such review and approval expeditiously in order for EDC to achieve the schedule for commencement of the CWFS set forth in **Exhibit A**. EDC and the Agency each agree to discuss any comments to the applicable Preliminary Design in good faith and to endeavor to resolve any differences. EDC shall send the final design documents to be used for soliciting bids for construction on the Landing Site to the applicable Agency, and the review and comment procedure for Preliminary Designs set forth above shall apply. In furtherance of the foregoing, EDC acknowledges that the design of any lighting to be installed on property under DPR jurisdiction shall be required to meet certain requirements of DOT and EDC agrees to work with DPR and DOT to achieve an acceptable design for such improvements.

- (b) EDC shall consult with each Agency with respect to the location, design and manner of installation of the Landings under its jurisdiction; provided however that notwithstanding the foregoing, the location, design and manner of installation of the Landings and all improvements to the Landings at any time shall be at the sole discretion of EDC, except that EDC shall be required to obtain the approval of DPR with regard to the location and manner of installation of the barges for the Landings under DPR's jurisdiction. Each Agency agrees to provide the same water and land access described above in Section 2(a) for purposes of the Landings.
- (c) EDC shall be responsible to construct all improvements to the Landing Sites and the Landings necessary for the CWFS at its sole cost and expense.
- (d) Each Agency shall cooperate with EDC in facilitating the construction work at the Landing Sites and the Landings under its jurisdiction, including without limitation by (i) providing contractors with access to the construction site, (ii) permitting the use and temporary storage of equipment on the construction site, (iii) permitting the fencing off of the construction site and a staging area, and (iv) if requested by EDC, assisting EDC in obtaining water and communication connections.
- (e) EDC and its contractors shall be responsible for obtaining all construction permits and authorizations required under applicable law with regard to the design and construction of the Landing Sites and the Landings and all of EDC's rights and obligations under this MOU, including without limitation, any required Agency-specific permits such as a DPR Construction Permits and approvals from the City's Public Design Commission.
- (f) At the conclusion of construction, EDC will enter the as-built drawings for all construction under this MOU into the Waterfront Maintenance Management System, accessible to the Parties through the City Wide Waterfront Inspection Program, and provide copies of such drawings to each Agency upon receipt of written request.
- (g) Unless otherwise specifically agreed, the Agencies shall have no responsibility for any construction costs and expenses relating to the construction and installation of the Landings and other Landing Site improvements necessary for the CWFS.

3) Operating Licenses.

- (a) At all times during ferry operation, Operators shall be required to possess a Private Ferry Operator License issued by DOT. All Operators that utilize ferry landings under the jurisdiction of DOT (which are: Pier 11 and East 34th Street) are required to possess a valid DOT Full Private Ferry Operator License, issued by DOT (as such license is defined in the DOT Private Ferry Operator License), for use of each such ferry landing at all times. Since all routes within the CWFS will utilize the Pier 11 ferry landing, all Operators will be required to possess a valid DOT Full Private Ferry Operator License issued by DOT (the "DOT Full License"). DOT shall grant the DOT Full License upon compliance by the Operator with the conditions to the granting of such license. A DOT Full License issued by DOT to Operators under this Agreement shall include a landing slot license for those landings that are under the jurisdiction of DOT and those Landings set forth on **Exhibit B** under the jurisdiction of the Agencies other than DOT and such Agencies, in order to facilitate and coordinate the issuance of such license for CWFS Operators, hereby appoint DOT as their agent solely for the purpose of issuing the DOT Full License in conjunction with CWFS, such licenses to be administered by EDC in accordance with the terms of this MOU. For the avoidance of doubt, the East 34th Street and Pier 11 ferry landings shall continue to be administered and maintained by EDC in accordance the EDC-DOT Agreements referenced above.
- (b) EDC, with the concurrence of the Agencies other than DOT, shall be responsible for providing to DOT all pertinent information, documents, signatures and notarizations from the Operators necessary for the issuance of the DOT Full License for CWFS Operators before being submitted to DOT for full execution and processing. Pursuant to the New York City Charter, DSBS hereby grants to DOT all rights necessary to issue landing slot licenses for those Landings set forth on **Exhibit B** hereto pursuant to this MOU. EDC may maintain separate accounts for moneys collected in connection with DOT Full Licenses issued to CWFS Operators which shall be in a form approved by DOT and the Corporation Counsel of the City of New York and shall contain customary indemnity and insurance provisions, extending the indemnity provisions to protect the City and EDC and including the City and EDC as additional insureds with regard to insurance required to be provided by each Operator. DOT shall issue the DOT Full Licenses, subject to applicable law, upon compliance by the Operator with the conditions to the granting of such licenses.
- (c) EDC shall require each Operator, in a timely manner, to apply for and to fulfill all requirements for the issuance of all DOT licenses required for the performance of its obligations under the Operating Agreement.
- (d) EDC shall be responsible for administration, billing and collection of fees under the DOT Full Licenses. In furtherance thereof, such licenses will provide that licensees shall pay fees directly to EDC. EDC shall deposit such fees into a separate account designated for maintenance expenses for CWFS landings and use moneys in the account to pay such expenses.

4) Use and Maintenance of Landings and Landing Sites.

- (a) EDC shall have sole responsibility with respect to the use and maintenance of the Landings as necessary to keep same in good and safe order and condition and EDC may make all repairs (which term shall include all necessary (a) replacements, (b) removals, (c) alterations and (d) additions) therein and thereon necessary to keep the Landings in such condition, including without limitation the right to repair and replace all capital improvements. In addition, EDC shall have the right to make all additions to the Landings as EDC determines are necessary for the operation of the CWFS, including without limitation the installation of signage, lighting and public safety features. The Agencies may inspect the Landings and notify EDC in writing of any failure to comply with its obligations under this paragraph 4(a). Upon receipt of any such notice, EDC shall promptly correct any deficiencies included in the notice.
- (b) Although at this time EDC intends to accomplish all ticket sales on the Landings, in the event that EDC determines that it is in the best interest of the CWFS to provide ticket sales on the Upland, subject to obtaining all required governmental approvals the Agencies will work with EDC to determine a mutually acceptable location for ticket sales on the Upland and hours of availability for such service to the public. Any infrastructure related to ticket sales on the Upland shall be maintained by EDC.
- (c) EDC acknowledges that each Agency shall have discretion as to the hours in which properties under its jurisdiction are closed to the public. In the event that a property under Agency jurisdiction is closed to the public during CWFS operating hours, the Agency and EDC will work together to identify a resolution that permits (i) ferries to land at the Landing Sites during CWFS scheduled hours, including such time as is reasonable to permit completion of daily ferry operational activities as determined by EDC, (ii) people to traverse the property solely for the purposes of entering or exiting a ferry, and (iii) employees and contractors of the Operator and EDC access to the property in connection with such service.
- (d) In the event that EDC determines that additional Upland Improvements on property under Agency jurisdiction are required for the safety of CWFS customers subsequent to installation of the initial Upland Improvements pursuant to Section 2 of this MOU, EDC and the applicable Agency shall discuss the necessity for such additional improvements and endeavor to come to an agreement about what additional improvements will be made, keeping in mind both safety and the cost of maintenance of such improvements. The additional improvements will be made at EDC's expense and shall be subject to any applicable Agency approval process, which each Agency agrees to expedite in order for review and approval of such improvements to be made expeditiously. EDC and the applicable Agency shall jointly determine the location and manner of installation of such additional improvements.
- (e) All Operators that intend to provide shuttle bus service at any Landing Site in furtherance of the CWFS shall receive the prior approval of DOT prior to the commencement of such service.
- (f) The Agencies shall allow vessels to berth overnight at Landings under their jurisdiction in the event that EDC determines that such berthing is in the best interest of the CWFS. With regard to Landings under DPR jurisdiction, EDC will notify and coordinate with DPR with regard to any overnight berthing, including with respect to providing security.

- (g) If at any time during operation of the CWFS, EDC determines that additional work is needed on a Landing under the jurisdiction of an Agency, EDC and the applicable Agency shall cooperate in creating a work plan for EDC to perform such additional work, which work plan may include the closing of a portion of the Landing Site if necessitated by the proposed work.
- (h) Each Agency agrees to maintain at its expense in good and safe order and repair the Landing Sites under its jurisdiction, including without limitation by maintaining (i) the bulkhead, (ii) clear paths, as jointly determined by EDC and the Agency, between the Landing and the street, (iii) snow and ice removal from all walkways, (iv) any piers, and (v) all utility conduits. Notwithstanding the foregoing or anything to the contrary in this MOU, EDC shall be responsible to maintain utility conduits installed by EDC on the Landing Sites used solely to supply utilities to the Landing; provided, however, that if any Agency shall connect to any utilities in an EDC-constructed conduit for purposes other than supplying utilities to the Landing, EDC shall not be responsible for maintaining the section of conduit carrying utilities for both the Landing and other Agency purposes, only the section of the conduit supplying utilities solely to the Landing. Further notwithstanding the foregoing, in the event that it is necessary for an Agency in connection with its own construction project to interrupt utility service to a Landing, the Agency will provide EDC with at least 30 days' prior notice of such planned interruption and EDC will be responsible to provide alternate utilities as necessary to the affected Landing. If any Agency fails to perform the maintenance required by this paragraph, EDC shall have the right to perform such maintenance, at EDC's expense, on behalf of the applicable Agency. For the avoidance of doubt, bulkhead and pier inspections will continue to be performed through the Citywide Waterfront Inspection Program. Any Agency may retain a third party contractor to perform its maintenance obligations set forth in this paragraph.
- (i) Notwithstanding anything to the contrary in this MOU, the Parties acknowledge that ferries or other watercraft which are not a part of the CWFS may use the Landings and the Landing Sites during CWFS operating hours provided that the operator of any such ferry or other vessel has obtained all required applicable licenses issued by DOT.
- (j) The Parties shall agree upon the manner in which power will be metered and billed for CWFS at each Landing Site and EDC will pay the cost thereof.
- 5) **Security.** Each of the Landings shall be operated pursuant to a U.S. Coast Guard-mandated and approved facility security plan administered by EDC.
- 6) **Branding and Sponsorship.** The Parties will cooperate in resolving branding and sponsorship matters relating to the property under the jurisdiction of the Agencies in accordance with applicable law.
- 7) **Signage.** Each Agency shall cooperate with EDC and the Operators regarding the placement of signage on property under the jurisdiction of such Agency. It is anticipated that signage shall (i) be located in the immediate vicinity of the point of ingress onto and egress from the Landings, as well as along the anticipated routes to and from the perimeter of the property under Agency jurisdiction, (ii) include digital media as well as static signage (provided that digital media shall

only be located on the Landings) and (iii) reflect the CWFS brand. Signage shall be at EDC's discretion, subject to any applicable Agency approval process which, if applicable, each Agency agrees to pursue expeditiously. All signage associated with the CWFS shall be maintained by EDC.

- 8) **Maintenance Inspections.** EDC shall inspect the Landings and the Landing Sites and shall report on its findings to the Agency having jurisdiction. In furtherance of the foregoing, maintenance inspections shall be conducted by EDC in accordance with the Citywide Waterfront Inspection Protocol and the Ferry Landing Preventative Maintenance Manual and records of inspection and maintenance will be available through the Waterfront Maintenance Management System and EDC's operations center.

- 9) **Return Condition; Piers on Third Party Property.** At the request of an Agency, promptly after the termination of use of a Landing for any reason (including, for example, cessation of the use of a Landing or termination of the CWFS), EDC shall, at its expense and in coordination with the applicable Agency, cause the Landing to be removed and the Landing Site to be restored to the condition such Landing Site was in immediately prior to the commencement of the construction contemplated hereunder (including without limitation removal of CWFS signage and any infrastructure on the Upland related to ticket sales, and restoration of railings along bulkheads where security gates had been affixed), ordinary wear and tear and any improvements made by the Agencies excepted as well as any piers constructed by EDC which shall remain in place as property of the City; provided however that if any pier is to be constructed on third party property (including lands under water under the jurisdiction of the State of New York) it shall be the obligation of the Agency with jurisdiction over the Landing Site adjoining such pier (with the cooperation of EDC) to take all action necessary to obtain from such party the right to construct and operate the pier for purposes of CWFS and to keep and maintain the pier as property of the City under the jurisdiction of such Agency. The Agencies shall provide EDC and its contractors with access to the Landing Sites as reasonably required to fulfill EDC's obligations under this paragraph.

- 10) **Cooperation.** The Parties shall reasonably cooperate as necessary to allow EDC to obtain all permits and other authorizations required to give effect to the intent and purposes of this MOU, including without limitation by joining with EDC in applications for Mayoral Zoning Overrides of specific provisions of the City's Zoning Resolution required for the operation of the CWFS as described in the City Environmental Quality Review Environmental Assessment Statement for the CWFS. In addition, each Agency authorizes EDC to sign paperwork on the Agency's behalf in connection with joint applications for permits to be submitted to the New York City Department of Sanitation, New York State Department of Environmental Conservation, United States Army Corps of Engineers, and New York City Department of City Planning, and to DSBS for DSBS Waterfront Construction Permits provided that EDC shall have first given the Agency advance notice of and an opportunity to review such paperwork prior to submission to the applicable governmental entity.

- 11) **Operating Agreement.** EDC shall brief the Agencies on the terms of all Operating Agreements.

- 12) **EDC Maritime Contract.** EDC shall carry out its obligations under this MOU subject to the Maritime Contract. In the event that the Maritime Contract shall cease to be in effect, this MOU shall terminate, and the Parties shall have no further obligations with respect hereto.

13) Public Communication. EDC will be the primary point of contact for the public and local communities for all matters relating to the CWFS. The Agencies shall cooperate with EDC on all public communication matters relating to the CWFS.

14) Notices. Notices hereunder shall be given in writing as follows:

If to DPR:

New York City Department of Parks & Recreation
The Arsenal, Central Park
830 Fifth Avenue
New York, NY 10065
Attn: General Counsel

If to DOT:

New York City Department of Transportation
Staten Island Ferry Division
One Ferry Terminal Drive
Staten Island, NY 10301
Attn: Deputy Commissioner and Chief Operating Officer

With a copy to:

New York City Department of Transportation
Division of Legal Affairs
55 Water Street, 9th Floor
New York, NY 10041
Attn: General Counsel

If to DSBS:

New York City Department of Small Business Services
110 William Street
New York, NY 10038
Attn: General Counsel

If to EDC:

New York City Economic Development Corporation
110 William Street
New York, NY 10038
Attn: Senior Vice President, Asset Management
With a copy to: Attn: General Counsel

Copies of all notices shall be sent to the New York City Law Department, 100 Church Street, New York, NY 10007, Attn: Chief, Economic Development Division. Notices shall be served in person, with delivery of service acknowledged in writing by the party receiving the same, or sent by registered mail, return receipt requested. Each party hereto may from time to time change its address by written notice sent to the other parties indicating the change.

- 15) **Amendment.** No amendment to this MOU shall be effective unless executed and delivered by each Party. Notwithstanding the foregoing, EDC may, from time to time, either add to or delete from **Exhibit B** hereto a Landing Site under the jurisdiction of an Agency party to this MOU solely upon the written consent of EDC and the Agency with jurisdiction over such property provided that (i) such addition or deletion shall not otherwise affect the terms of this MOU and (ii) EDC shall promptly deliver to all Parties hereto a copy of such written consent together with the amended **Exhibit B** hereto.
- 16) **Entire Agreement; No Third Party Beneficiaries.** This MOU is the entire agreement between the Parties concerning the Landing Sites set forth on **Exhibit B** hereto and the subject matter herein and supersedes all prior agreements and understandings, whether oral or written between the Parties. This MOU is solely for the benefit of the parties hereto, is not intended to, and shall not, confer upon any person other than the Parties hereto any rights or remedies.
- 17) **Signature in Counterparts.** This MOU may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
- 18) **Governing Law.** This MOU shall be construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles that would require the application of the law of any other jurisdiction.
- 19) **Agents.** EDC may in its discretion direct an affiliate or agent appointed by EDC for such purpose, or the Operator, to perform all or any portion of EDC's responsibilities under this MOU. EDC will provide the Agencies with notice of any such direction.
- 20) **Cost and Expense.** Unless otherwise specifically provided, each Party's obligations under this MOU shall be at its own cost and expense

<Signature page follows>

IN WITNESS WHEREOF, this MOU is executed and agreed to as of the date first written above.

THE CITY OF NEW YORK

DEPARTMENT OF PARKS & RECREATION

By: *[Signature]*
Name: *Kyssa Cobb Koron*
Title: *Assistant Commissioner*

THE CITY OF NEW YORK

DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

THE CITY OF NEW YORK

DEPARTMENT OF SMALL BUSINESS SERVICES

By: _____

Name:

Title:

NEW YORK CITY ECONOMIC DEVELOPMENT
CORPORATION

By: _____

Name:

Title:

IN WITNESS WHEREOF, this MOU is executed and agreed to as of the date first written above.

THE CITY OF NEW YORK

DEPARTMENT OF PARKS & RECREATION

By: _____

Name:

Title:

THE CITY OF NEW YORK

DEPARTMENT OF TRANSPORTATION

By: *James C. DeSimone*

Name: *James C. DeSimone*

Title: *Deputy Commissioner*

THE CITY OF NEW YORK

DEPARTMENT OF SMALL BUSINESS SERVICES

By: _____

Name:

Title:

NEW YORK CITY ECONOMIC DEVELOPMENT
CORPORATION

By: _____

Name:

Title:

IN WITNESS WHEREOF, this MOU is executed and agreed to as of the date first written above.

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DEPARTMENT OF PARKS & RECREATION

By: _____

Name:

Title:

THE CITY OF NEW YORK

DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

THE CITY OF NEW YORK

DEPARTMENT OF SMALL BUSINESS SERVICES

By:  _____

Name:

Title:

Andrew Schwartz
Deputy Commissioner

NEW YORK CITY ECONOMIC DEVELOPMENT
CORPORATION

By: _____

Name:

Title:

IN WITNESS WHEREOF, this MOU is executed and agreed to as of the date first written above.

THE CITY OF NEW YORK

DEPARTMENT OF PARKS & RECREATION

By: _____

Name:

Title:

THE CITY OF NEW YORK

DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

THE CITY OF NEW YORK

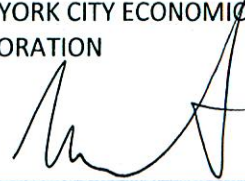
DEPARTMENT OF SMALL BUSINESS SERVICES

By: _____

Name:

Title:

NEW YORK CITY ECONOMIC DEVELOPMENT
CORPORATION

By:  _____

Name: M. Kwatinetz

Title: Executive Vice President

Exhibit A

City Wide Ferry Service

The Citywide Ferry Service (CWFS) is a planned network of public transit ferry routes serving locations in Manhattan, Brooklyn, Queens, and the Bronx. Building on several years of ferry planning and operations experience, New York City Economic Development Corporation (NYCEDC) is leading the implementation of the CWFS by building ten new ferry landings, renovating six others, and selecting a private operator(s) to run the service on behalf of the City. NYCEDC expects to launch three of the new routes (Rockaway, South Brooklyn and Astoria) in Spring/Summer 2017 and the remaining two routes (Lower East Side and Soundview) in Spring/Summer 2018.

Ferry landings will consist primarily of a floating barge anchored to the lands under water via spud piles and connected to the upland via a covered gangway. These barges will contain all required amenities for passengers, including ticket machines, a sheltered waiting area, and a queuing area, ensuring that ferry-related activity is confined to the landing itself and has a minimal impact on upland areas. The initial base fare for a ferry ride will be \$2.75.

When the CWFS is fully operational, it is contemplated that approximately 20 vessels will provide service at 21 locations throughout the City, carrying an estimated 4.6 million trips per year. Ferries are expected to operate daily, year-round, generally between 6:30 a.m. and 10:00 p.m. Service will be frequent and consistent during weekday peak periods. The frequency of off-peak service, including weekend service, will vary based on the season. Details concerning schedules and operating hours will be finalized when a private operator(s) is selected to run the service on behalf of the City, and will be memorialized in a contract between the operator(s) and NYCEDC.

The following is the schedule of anticipated dates for the commencement of each CWFS route (all dates subject to change):

Rockaway Route:	Spring/Summer, 2017
South Brooklyn Route:	Spring/Summer, 2017
Astoria Route:	Spring/Summer, 2017
Soundview Route:	Spring/Summer, 2018
Lower East Side Route:	Spring/Summer, 2018

Exhibit B

Landing Sites; Ownership/Jurisdiction

[Separate Attachment on Following Page]

Exhibit B - Citywide Ferry Landing Sites

Landing Name		Landing Site Location			Landing Site Jurisdiction			Landing Infrastructure (Barge, etc.)			
Name	Alternate Name	Borough	Block	Lot	Upland	Lands Under Water	Existing Facility	Existing Owner	Proposed Action	Proposed Ownership / Jurisdiction	Proposed Management
Hunters Point	Long Island City	Queens	6	38	n/a	In Trust for People of New York (administered by NYS OGS)	20' x 20' Barge	DSBS	None	DSBS	EDC
			6	1	DPR	n/a					
North Williamsburg	North 6th Street	Brooklyn	2332	30		DPR	35' x 75' Barge	DSBS	None	DSBS	EDC
Schaefer Landing	South Williamsburg	Brooklyn	2134	36		DPR	20' x 30' Barge	DOT	None	DSBS	EDC
			2134	126							
Brooklyn Army Terminal Pier 4	Sunset Park	Brooklyn	5778	1		DSBS	30' x 90' Barge	DSBS	Upgrade and Relocate Existing Barge	DSBS	EDC
E. 90th Street	n/a	Manhattan	1592	1	DPR	n/a	35' x 90' Barge	DSBS	Rotate/Upgrade or Install new 30' x 90' Barge (TBD)	DSBS	EDC
			1587	27	n/a	DSNY					
Astoria	n/a	Queens	490	100		DPR	None	n/a	Install New 30' x 90' Barge	DSBS	EDC
Bay Ridge	69th Street Pier	Brooklyn	6140	1		DPR	None	n/a	Install New 30' x 90' Barge	DSBS	EDC
Stuyvesant Cove	20th Street	Manhattan	991	33	n/a	DSBS	None	n/a	Install New 30' x 90' Barge	DSBS	EDC
			991	29	n/a	DSBS					
			n/a: Stuyvesant Cove Park, within FDR R.O.W. adj. to parcel above.			n/a					
E. 62nd Street	n/a	Manhattan	1474	60		DPR*	None	n/a	Install New 30' x 90' Barge	DSBS	EDC
Grand Street	n/a	Manhattan	262	25		DPR	None	n/a	Install New 30' x 90' Barge	DSBS	EDC
Rockaway	Beach 108th Street	Queens	16166	177		DPR	None	n/a	Install New 30' x 90' Barge	DSBS	EDC
Soundview	B.B.'s Marina and Restaurant Concession	Bronx	3435	18	DPR	n/a	None	n/a	Construct Pier and Install New 30' x 90' Barge	DSBS (Barge), DPR (Pier)	EDC (Barge), DPR (Pier)
			3435	35	DPR	n/a					
			3435	40		State of New York					

*Note: DPR's jurisdiction and management over this parcel excludes the former vehicular ramp that crosses from 60th Street over the FDR Drive to John Finley Walk, which is managed by DOT and is not included in this agreement.

Approved: 8/26/2016
Date