

REQUEST FOR PROPOSALS

Hudson River Park Trust



**Request for Proposals
For
Hudson River Park Boathouse Operators: Piers 26, 66, 84 and 96**

RFP Release Date: October 18, 2022

Submission Deadline: November 18, 2022, at 3:00 pm

RFP#: L2301

SUMMARY:

Premises: **Premises A:** Pier 26 Boathouse at Hubert Street in Tribeca; **Premises B:** Pier 66 Boathouse at West 26th Street in Chelsea; **Premises C:** Pier 84 Boathouse at West 44th Street in Clinton; **Premises D:** Pier 96 Boathouse at West 56th Street in Clinton.

Permitted Uses: Each boathouse offers an interior space and dock for publicly accessible non-motorized boating programs. The permitted uses include boating rental, instruction, accessory office, storage, tour programs, and such other uses as may be explicitly approved by the Trust. Additionally, Premises B can accommodate a sailing school.

Permit(s): Each of the four Premises are offered individually, however, respondents have the option to apply for more than one Premises. Trust to select based on evaluation criteria included in the RFP, with one permit for Premises A, one permit for Premises B, one permit for Premises C and one permit for Premises D.

Term: Initial term of five (5) years; three (3) consecutive one-year extension options available with the Trust's approval for a total term not to exceed eight (8) years for each Permit.

Responses Due: November 18, 2022, at 3:00 pm

BACKGROUND:

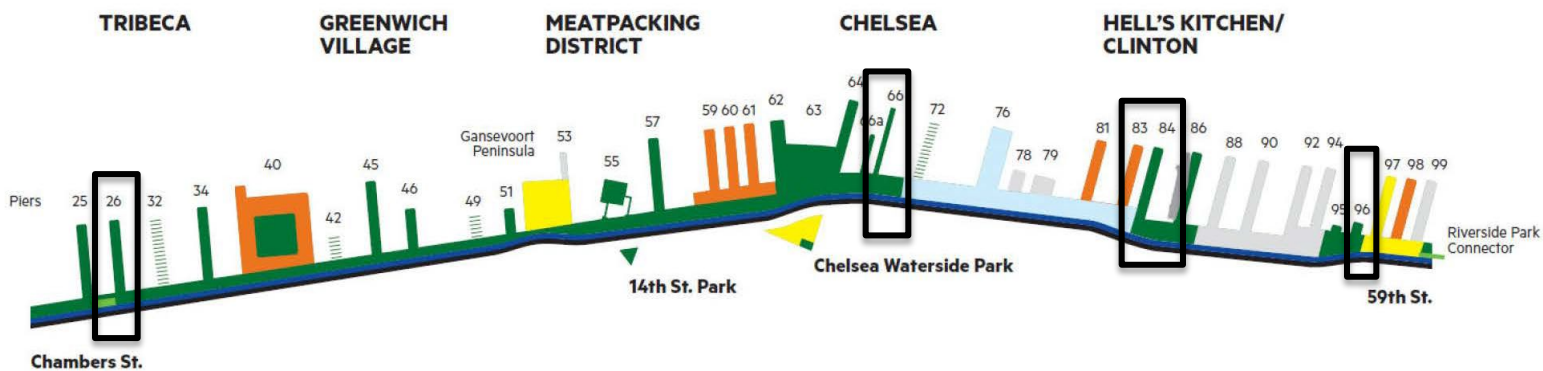
HUDSON RIVER PARK TRUST

In 1998, the New York Legislature passed the Hudson River Park Act (as amended, the “**Act**”) to revitalize the Hudson River waterfront between the northernmost boundary of Battery Park City and West 59th Street and reconnect Manhattan neighborhoods to the river through construction of Hudson River Park (the “**Park**”). The Act created the Hudson River Park Trust (the “**Trust**”), a public benefit corporation as a partnership between New York City and New York State, to guide the development of these four miles of public park and to operate the Park once constructed. The mission of the Trust is to encourage, promote and expand public access to the Hudson River through the Park, to promote water-based recreation, and enhance the natural, cultural, and historic aspects of the river in New York City for residents and visitors to the area.

HUDSON RIVER PARK

The Park features landscaped public piers and display gardens, lawn areas, ecological planting zones, athletic fields, esplanades, docks, an approximately 400-acre estuarine sanctuary, public sculptures and other special features. Most of the Park is reserved for non-commercial park and recreational use. Park piers offer the public the opportunity to play field sports, beach volleyball, kayak, fish, sunbathe, enjoy the performing arts, and learn about the ecology of the Hudson River estuary. Waterfront festivals, performances, educational and recreational activities offered by the Trust and various Park tenants create an expanding waterfront experience for a broad range of Park users.

The Trust is financially self-supporting as generally intended by the Act, generating its annual operating budget through rents and fees from commercial facilities, permits, grants, donations, and other private sources. Fees and charges due under the Permits offered pursuant to this RFP, if any, will be used exclusively to support the operations and maintenance of the Park.



Hudson River Park map showing location of bathhouses at Piers 26, 66, 84 and 97

I. THE OPPORTUNITY

A. General

Through this request for proposals (“RFP”), the Trust seeks to solicit proposals from experienced marine operators to manage four public boathouses and public boat launches at Piers 26, 66, 84, and 96 (**Premises A, Premises B, Premises C and Premises D** individually, or collectively, the “**Premises**”) in the Park to promote on-water access to the public through free, low-cost and/or market rate opportunities. The Trust aims to attract and accommodate a wide variety of boating organizations and non-motorized boat types within the Park, including but not limited to, sailboats (at Premises B only), kayaks, canoes, outrigger canoes, and row boats. The selected respondent(s) (“**Permittee(s)**”) will manage and assume responsibility for the operation of each of the Premises detailed in Section II herein including the permitted uses in accordance with the terms and conditions set forth in this RFP and the permit(s) to be subsequently issued by the Trust (“**Permit(s)**”). Note that up to four Permittees will be designated – one for each of the four Premises. However, the Trust reserves the right to designate fewer than four Permittees. In addition to operating a public boathouse, the selected Permittees will be expected to maintain and protect Park property, oversee public boat launches, and provide a public benefit to the community.

The goals of this RFP are to:

- Provide the public with consistent, safe, and affordable access to the Hudson River;
- Satisfy the boating interests of a wide range of users and encourage safe boating on the Hudson River by potential new users including but not limited to instructional programs;
- Ensure that safe and reliable equipment is provided and operated to adequately support the boating programs at each Premises;
- Ensure that the Premises structures are maintained in good condition under the operating standards established by the Trust; and
- Provide a balance of low-cost or no-cost access to the Hudson River by Permittees operating without profit, as well as access to the Hudson River by private, for-profit Permittees who can meet public demand as well as provide financial support for Park operations.

The Premises are being offered “as-is.” The Permittee will be expected to outfit the interior of the boathouse building to accommodate the specifically approved program following authorization by the Trust.

Each of the boathouses will be operated pursuant to a revocable Permit; no leasehold or other property right is offered. Such Permit is revocable with or without cause and may be terminated for convenience.

B. Term

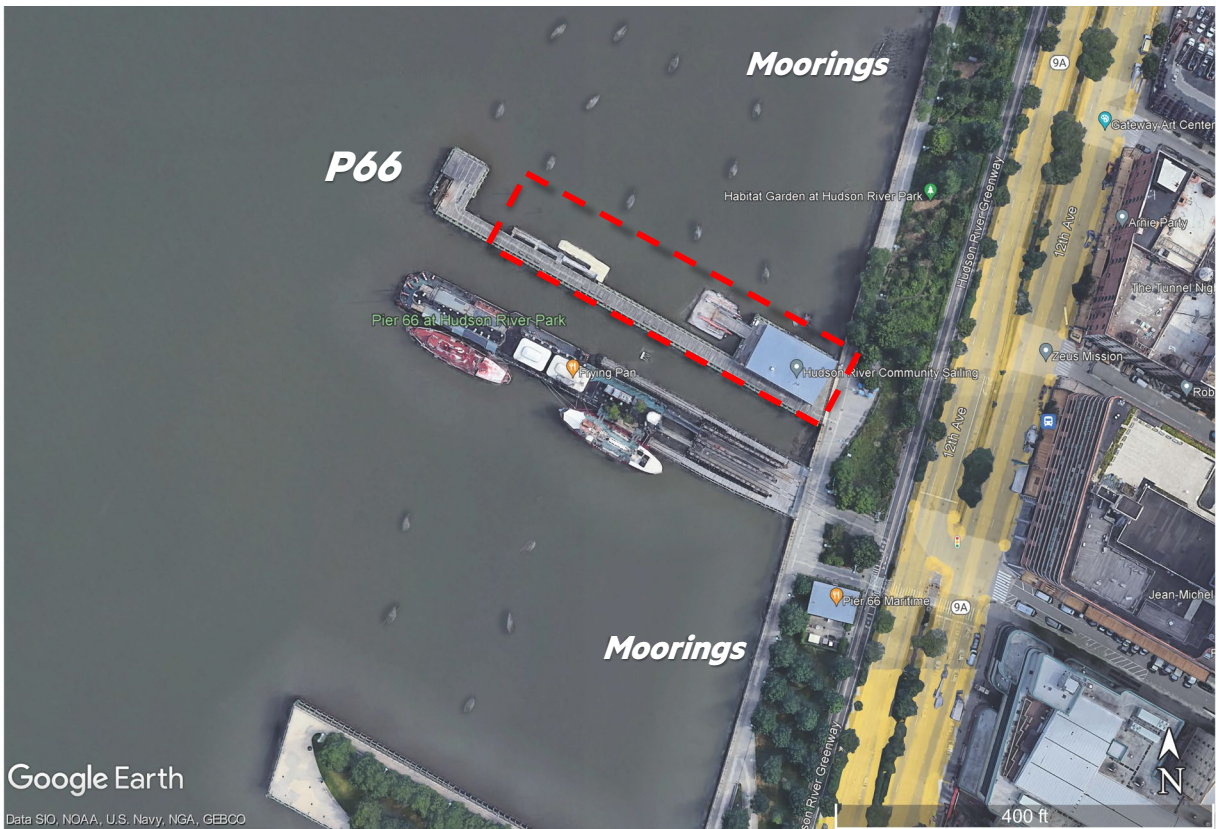
The Permit(s) are expected to begin on or about January 1, 2023 and continue through December 31, 2027 (the “**Initial Term**”) with three (3) additional one (1) year renewal options (each, an “**Extension Period**” and together with the Initial Term, the “**Term**”) available to the Permittee(s), subject to the prior approval of the Trust. The Initial Term, together with the approved Extension Periods set forth above, may extend to December 31, 2030. The Trust approvals of the Extension Periods will be subject to achieving certain performance criteria by the Permittee(s), such as compliance with the provisions of the Permit(s) and meeting public participation objectives.

II. PREMISES OFFERED

Respondents should indicate their interest in operating a boathouse located at Piers 26, 66, 84 or 96. Respondents may elect to apply for more than one Premises, provided they specify an order of preference using the form attached herein in [Appendix 6](#). Different locations offer different opportunities and limitations, and the Trust will evaluate the responses for compatibility with other use programs at Piers 26, 66, 84 or 96 and other factors as more specifically set forth in this RFP. The Trust seeks to best match interested and capable boathouse operators with available boathouses and infrastructure in the Park. While the Trust will consider respondents’ preferences, the Trust reserves its right to designate respondents to be the operator of any of the Premises for which respondents have expressed interest, regardless of respondents’ preferences.

Subject to the possibilities and limitations for each pier, respondents may offer their own programming or may partner with other organizations to offer services and programs that increase or improve the experience for Park visitors. While the Trust will consider proposals from partnerships consisting of two or more boating organizations or businesses, a single entity will be named as the Permittee for each Premises. Because the Trust will require a clear line of communications and responsibility between the Trust and the Permittee, proposals featuring more than one organization must be structured to identify a clear internal decision-making process and clear external communications procedures as well.

See below maps showing location of boathouses with floating docks at Piers 26, 66, 84 and 96.





A. Location and Description of Piers:

Below is a brief description of each pier where the boathouses are located.

1. Pier 26:

Pier 26 is an ecologically themed pier in Tribeca located between North Moore Street and Hubert Street that also supports some active recreation. More information about the pier can be found on the Trust website at <https://hudsonriverpark.org/locations/pier-26/>. Premises A is located on the northeastern portion of the pier in a building shared with City Vineyard, a restaurant concession to the south. Since Premises A is in close proximity to an operational restaurant with exterior spaces that serve the public, and that may have ambient music and create ambient noise from customers, employees and vendors of the restaurant, respondents must affirm their readiness to operate their programs in close proximity to such use. During the course of the expected permit term, the Trust expects that the upland area of the pier will undergo construction both for a science play area expected to start construction in late 2022 and for the Park's Estuarium – a river research and education center, for which the Trust is just beginning the design process. Respondents should expect disruption to access to the surrounding area during the construction process for these facilities.

2. Pier 66:

Pier 66 is located in Chelsea between West 26th and West 27th Streets. More information about the pier can be found on the Trust website at <https://hudsonriverpark.org/locations/pier-66/>. Premises B is located on the eastern portion of the pier. Two public docks are part of the Premises: one pontoon floating dock adjacent to the boathouse and one plastic EZ floating dock in the middle of the pier which provides access to sailing boats. To the immediate south is Pier 66a, which includes a historic float bridge with a barge and two historic ships (together, a concession known as “Pier 66 Maritime” which includes a seasonal restaurant). Since Premises B is in close proximity to an operational restaurant with exterior spaces that attract the public and that may have ambient music and create ambient noise from customers, employees and vendors of the restaurant, respondents must affirm their readiness to operate their programs in close proximity to such use. Respondents should be aware that the New York and New Jersey Gateway Tunnel project which is being planned by other governmental agencies to increase trans-Hudson rail capacity by adding two new train tunnels under the Hudson River is currently in its design phase. The Trust is not aware of the specific construction dates, though from previous reports, it is possible that construction could start as early as 2023. Based on current information, the Trust does not anticipate that the Gateway project would directly affect Pier 66, though some disruption to the surrounding areas inclusive of some water areas near Premises B could occur when construction starts.

3. Pier 84:

Pier 84 is one of the largest piers on the Manhattan waterfront and is located at West 44th Street between the Intrepid Sea, Air & Space Museum and the Circle Line. More information about the pier can be found on the Trust website at <https://hudsonriverpark.org/locations/pier-84/>. The

pier includes a restaurant concession and bike rental shop as well as a dog run, the Pier 84 Community Garden maintained by the West 44th Street Block Association and Friends of Pier 84, and the Trust's environmental classroom, which shares the building in which Premises C is located, inclusive of shared restrooms for program participants by each party. Since Premises C is in close proximity to an operational restaurant with exterior spaces that attract the public and that may have ambient music and create ambient noise from customers, employees and vendors of the restaurant, respondents must affirm their readiness to operate their programs in close proximity to such use.

4. Pier 96:

Pier 96 is located in the Park area known as "Clinton Cove" featuring wide lawns and seating areas as well as Premises D at West 56th Street. More information about the pier can be found on the Trust website at <https://hudsonriverpark.org/locations/pier-96/>. To its immediate north is Pier 97, which is currently under construction as a public park pier and is slated to open in 2023. Pier 97 will include a playground, an activity field, comfort stations and other amenities, including provisions for a historic vessel berth on its south side. To the south of Pier 96 is Pier 94, which is operated by Vornado Realty Trust under contract with the City of New York with plans to be converted into a film production facility based on current reports. The Trust does not have information on the timing for this work but anticipates some disruption to the surrounding area once construction starts.

B. Permitted Uses:

Permitted uses at the Premises include but are not limited to:

- an affordable non-motorized boating program accessible to the general public;
- boating rental and instruction;
- boat storage within the boathouse structure in combination with a public program;
- boating organization activities provided the public also participate in such activities on a regular basis;
- boating tour programs;
- limited sale of boating-related products; and
- additional programming serving a diverse range of users.

While the Trust's primary purpose for this boathouse RFP is to provide the public with safe, affordable opportunities to experience a variety of boating types on the Hudson River, the Trust recognizes that in order to meet the operating standards articulated in this RFP, some Permittees may wish to offer revenue-generating operations. Possible revenue-generating activities that the Trust will consider are:

- dues for boathouse members;
- donations from participants, volunteers, or the general public;
- fees for boat storage within the boathouse;
- rental of canoes, kayaks, other non-motorized boats;

- limited retail sale of boating supplies including products related to sun protection and water safety;
- guided boating tours; and
- boating lessons.

C. Premises Description:

Each of the Premises offers a boathouse with utility connections, restrooms, potable water, and showers as well as docks. The Premises also offer additional space for an accessory office or classroom use, depending on the program. Interior space sizes range from approximately 4,820 SF at Pier 26; 4,300 SF at Pier 66; 5,100 SF at Pier 84; and 5,285 SF at Pier 96. Please refer to [Appendix 3](#) for detailed information on the Premises.

Additionally, Premises B at Pier 66 can accommodate sailboats up to 40 feet. The Trust will favor proposals for Premises B that include a sailboat component.

D. Public Boat Launch

All four Premises are designated locations within the State’s Hudson River Greenway Water Trail & New York City Water Trail and are required to serve as public boat launches for non-motorized boats to provide the public with free access to the Hudson River. Permittees will be required to facilitate and manage this access to allow individual non-motorized boaters not affiliated with the Permittee to have access to the publicly funded boat launches for launching and haul-out purposes only during hours when the Premises are operational.

III. FINANCIAL REQUIREMENTS

The Trust’s requirements for fees or other monetary compensation will be governed by the proposed uses. If a proposal includes primarily commercial activities, the Trust expects to see a proposed rent as part of the submission. The Trust reserves its right to charge reduced fees or to waive fees entirely (except for utilities) if the selected proposal is for entirely free public programming. The operation of the Premises as public boat launches during operational hours is a public benefit required of all boathouse operators and should not be considered in fee proposals. Proposals offering a combination of commercial and free or low-cost activities should propose a compensation structure to the Trust commensurate with their planned activities. The proposals will be reviewed, and selections made based on the quality of the programming, including public access and boating opportunities, and not solely the proposed fees payable to the Trust.

Required Fees and Costs of Maintenance and Operation Charges:

The Permittee shall be obligated to pay the following fees and ongoing maintenance charges:

- A minimum security deposit in the amount of \$5,000. The deposit must be made as a certified check, bank check, or money order. To the extent the Trust needs to draw down

the security deposit for repairs and maintenance done on behalf of the Permittee, the deposit would need to be replenished to \$5,000.

- All costs related to outfitting the building and its associated boat access areas with needed amenities for the proposed boating activities.
- All utility services costs including reasonable charges to maintain the Premises at a temperature to avoid freezing of pipes during the non-boating season.
- All costs of insurance related to the Permittee's occupancy and operations will be borne by the Permittee. (See Appendix 7)
- All costs of daily maintenance including, but not limited to, any costs associated with disposal of trash, general housekeeping, and certain repairs (see Appendix 5 for details on maintenance and operations requirements).

IV. SPECIFIC TERMS, DEADLINES AND REQUIREMENTS

1. **Submission Deadline: November 18, 2022, at 3:00 pm** by hand, express mail or other nationally known overnight courier.
2. Proposals must be submitted to Hudson River Park Trust, Pier 40 at 353 West Street, Suite 201, New York, N.Y. 10014, Attn: Rashi Puri, Assistant Vice President of Real Estate and Planning.
3. Number of proposals to be submitted: Three (3) hard copies plus electronic copy to HRPKBoathouseRFP@hrpt.ny.gov.
4. Proposals should be submitted in a sealed envelope labeled: "Proposal for Hudson River Park Boathouse Operators, RFP# L2301"
5. Pre-Proposal Meetings/Site Visits: **October 25, 2022, at 11:30 am** at Pier 26 boathouse, **October 26, 2022, at 11:30 am** at Pier 66 boathouse and **October 27, 2022, at 11:30 am** meet at Pier 84 boathouse and proceed to Pier 96 boathouse. Please email HRPKBoathouseRFP@hrpt.ny.gov to RSVP specifying the location of the boathouse(s) you plan to visit by **October 24, 2022**.
6. Last date to submit questions regarding the RFP: **November 2, 2022**, to HRPKBoathouseRFP@hrpt.ny.gov.
7. Answers to questions regarding the RFP and any technical addendum issued in connection with the RFP will be made available on the Trust's website at: <http://www.hudsonriverpark.org/about-us/bids-business-opportunities> on **November 9, 2022**. Respondents are solely responsible to monitor the Trust's website for such postings.

If you have a physical disability and cannot deliver your application to the Trust, please contact Ted Schenck at (212) 627-2020 or at HRPKBoathouseRFP@hrpt.ny.gov at least 48 hours prior to the submission deadline and special arrangements will be made for you.

V. SUBMISSION REQUIREMENTS

Each respondent should include the following with its submitted proposal (labeled in numerical order).

1. Name, address, phone number, and email address of the primary contact for the respondent.
A description of the respondent's corporate structure, key management personnel, number of years in operation, type and address of any boathouse facilities presently or formerly operated by respondent. Provide resumes and/or career summaries demonstrating the relevant background, education, and experience of principal members of the Permittee's organization or firm, project team and all key participants. If two or more organizations opt to submit a joint proposal, such information should be provided for each organization, and a description of the proposed operating structure and functional divisions of responsibility in the partnership must also be provided.
2. To the extent respondents express interest in operating more than one Premises, they must indicate whether their responses to each item in this Section V apply to all the Premises, or whether they vary depending on the location of Premises. If answers to individual questions vary by Premises, responses should be clearly labeled to indicate to which boathouse location each version of the answer pertains.
3. Respondents should provide a clear description of each proposed activity that would occur at the Premises. Include a written explanation describing how Permittee will achieve the goals of this RFP. To the extent fees are planned for any programs, they should be indicated for each proposed program element, including any that may be provided without charge. If any activities would be sponsored or undertaken by another organization besides the respondent, that organization, its role, and the proposed relationship between the entities that comprise the respondent should be identified.
4. Respondents should delineate their proposed operating hours by season and boat type as applicable. The Trust will look favorably at proposals that maximize opportunities to provide the public with access to the Hudson River while still meeting safety and other operational requirements. Respondents can include recent information regarding the number of people served in any current programming or can provide estimates of the number of people they would expect to serve, should they be selected.
5. The Trust has designated the Premises as public launches and will require the Permittee to allow non-motorized boaters not affiliated with the Permittee to have access to the boat launch for launching and haul-out purposes under a schedule established by the Permittee upon approval by the Trust, provided that any commercial users seeking to launch or haul out boats from the facilities that are not affiliated with the Permittee may be subject to a separate permit or license from the Trust.

6. (Premises B: Pier 66 only): Respondents should describe how the boat moorings would operate and how motorized and non-motorized boats will safely occupy the space, if applicable. The Trust will favor proposals for Pier 66 that include a sailing component.

If submitting for Premises B, include a detailed description of the respondent's proposed use(s) and business, including, but not limited to, the following:

- a. Details on the sailing school operations and course offerings;
 - b. Staffing plan and schedule;
 - c. A rate schedule for the sailing school;
 - d. Proposed daily hours of operation; and
 - e. Nature of ancillary boating supplies sales, if any.
7. Respondents should identify and provide estimates for all anticipated revenue sources. If the operation is intended to generate a profit, respondents should include an annual and monthly rent to the Trust. A completed "**Fee Schedule**" for the Premises as provided in Appendix 8 to be filled out by the respondents. If a respondent is submitting a proposal for more than one Premises and is willing to be considered for any one of them, then it should submit separate Fee Schedules for each of Premises A, B, C, or D for which it wishes to be considered individually.

Respondents may submit a Fee Schedule that includes a different amount for in-season months (May through October) and off-season months (November through April). Fee commencement for Year 1 will be January 1, 2023.

8. Provide financial statements, bylaws, membership requirements, organization histories, mission statements, and/or any other documentation that will demonstrate organization capacity.
9. Submission of the New York State required forms attached at Appendix 9, which are also available in fillable form on Trust website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

VI. EVALUATION CRITERIA

RFP responses shall be evaluated in accordance with the following criteria as applicable, by a Trust selection committee

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| 35% | Responsiveness of respondent's proposal to the RFP's goals, specifically access to the Hudson River and quality and range of programming offered. |
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- 25%** Proposal for the operation of the Premises, including plans for maintenance, safety, operations, and ability to pay required expenses. The Trust will favor proposals for Premises B that include a sailboat component.
- 20%** Respondent's experience and qualifications including consideration of any past performance with the Hudson River Park Trust, or the City or State of New York. Consideration of past performance will include but not be limited to respondent's compliance with prior permits with the Trust, City, or State.
- 20%** Strength of respondent's organizational structure, including but not limited to, the proposed relationship between affiliated organizations if more than one organization is responding to co-occupy a Premises.

VII. LIMITED PERMISSIBLE CONTACT

All questions concerning the RFP must be addressed to:

Rashi Puri
Assistant Vice President of Real Estate and Planning
Hudson River Park Trust
353 West Street, Room 201
New York, New York 10014
Email: HRPKBoathouseRFP@hrpt.ny.gov

APPENDICES

APPENDIX 1:

Additional RFP Terms and Conditions

1. This is a "Request for Proposals" and **not** a "Request for Bids". The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.
2. Notwithstanding anything to the contrary set forth in this RFP, the Trust and its officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
3. Recipients of this RFP shall make no news/press release pertaining to this RFP or anything contained or referenced herein without the prior written approval of the Trust in its sole discretion. Any news release pertaining to this RFP may only be made in coordination with the Trust.
4. The Trust may request financial statements, including balance sheet and income statement for the most recently completed fiscal year, for each company, corporation, partnership, or joint venture entity which comprises the respondent.

5. The Trust is subject to the New York State Freedom of Information Law (“**FOIL**”), which governs the process for the public disclosure of certain records maintained by Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying upon written request, except when exempted from disclosure under the FOIL. Respondent may request that the Trust exempt all or part of its proposal, such as financial statements and tax returns, from public disclosure in accordance with one or more of the exemptions set forth in Section 87.

6. The Permittee shall enter into a permit with the Trust in the Trust’s standard permit form upon such terms and conditions as shall be more particularly negotiated upon selection, but including the specific terms set forth in Appendix 2.

APPENDIX 2:
Specific Terms of the Permit

The Permit shall contain, among other terms and conditions, certain provisions required by law and by policies of the Trust, including without limitation, the following:

1. Permittee(s) are to accept the Premises “as-is” at the commencement date of Permit(s) and will not at any time make any claim that the Premises or structures thereon are not in suitable repair or condition for the uses and purposes of the Premises, nor will Permittee at any time make any claim for by way of reduction of fees due under the Permit, or otherwise, for damage arising from or consequent upon any repairs that the Trust or Permittee(s) may do or cause to be done or in consequence of the occupation of the Premises by the Trust or its agents or contractors. Permittee(s), at its sole cost and expense, shall be responsible for performing any necessary improvement(s) and/or repair(s) to bring the Premises up to the required standards of the City of New York, and any other governing agencies. The Trust will not consider the addition of any new structures on Piers 26, 66, 84 or 96 aside from ramps or other infrastructure needed to facilitate access to and from the water and with prior Trust approval.
2. Advertising of product brands and signage indicating Permittee’s presence at the Piers 26, 66, 84 or 96 is not permitted without the Trust’s prior written approval. Permittee shall not place any vending machines in or sell any products at the Premises without the prior written permission of the Trust.
3. The Trust may inspect the Premises and Permittee’s operations to determine compliance with the Permit(s).
4. Permittee must comply with the insurance requirements provided in the following Appendix 7 for the Premises.
5. Permittee must provide non-motorized boat launch access to the public during the operational hours. Permittee will cooperate with reasonable requests for signage on access and safety related to this use. The Trust may advertise or promote this access.
6. During the operational season, the Permittee will provide the Trust with monthly reports on number of persons served, types of uses, and any other demographic or count information that may be collected. Permittee will assist in survey or census efforts by the Trust to collect information about the numbers, types and demographics of users.
7. The Trust operates under many legal and regulatory requirements, and the Permittee will be expected to abide by these requirements. Among these is that the

waters within the Park area are designated as an “estuarine sanctuary”, as described in more detail in Appendix 4. To protect this resource, the Permittee may not use products to clean or service boats that have the potential to pollute the waters or cause other types of contamination.

8. The Permit(s) will prohibit the sale and distribution of any alcoholic beverages, fuel or tobacco products at any of the Premises. Except if permitted by the Trust and with the requisite permits, no alcoholic beverages are to be consumed at the Premises or any other Park area. In addition, it is prohibited for any person to kindle, build, maintain or use a fire in any place, portable receptacle, or grill within the Park, except as authorized by the Trust.
9. Permittee shall pay all state, municipal and federal taxes in connection with the use and operation of the Premises. However, the Permittee will not be required to make any payment to the Trust with respect to any real estate taxes (or in lieu thereof) or escalations tied to increases in real estate tax assessments.
10. Permittee shall defend, indemnify and save harmless the Trust, the State of New York, the City of New York, and each of their offices, departments, agencies, officials, directors and employees (collectively the “Indemnitees”) from and against any and all liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments (including reasonable attorneys’ fees and expenses) which: (i) arise out of injury to any person, or persons, including death, or any damage to property of any nature, occasioned wholly or in part by any act(s) or omission(s) of Permittee, its directors, officers, employees, guests, invitees, contractors, subcontractors, representatives or agents of Permittee, that occurs on or in proximity to the Premises, including but not limited to the lands under water or dock or water areas adjacent to the Premises or arise out of or as a result of the Permit, or (ii) relate to or arise from any and all liens and encumbrances which may be filed or recorded against the Premises or any public improvement lien filed against any funds of the Trust, the State or the City of New York, as a result of actions taken by or on behalf of Permittee, its directors, officers, contractors, subcontractors, agents, representatives, employees, guests or invitees.
11. Permittee shall not assign, grant use of, license or transfer use of the Permit, whether by merger, consolidation, purchase of assets, transfer of stock in Permittee, transfer of joint venture or partnership interests in Permittee, operation of law or otherwise, nor allow any other person/entity to conduct business at the Premises, without the prior written consent of the Trust in each instance including approved Sub-Permittees.
12. Permittee warrants and represents that no officer, agent, employee or representative of the Trust, has received any payment or other consideration for the

granting of this Permit and that no officer, agent, employee or representative of the Trust has any interest, directly or indirectly in Permittee, this RFP, or the proceeds thereof. Permittee acknowledges that the Trust is materially relying on the warranty and representation contained in this section and that the Trust would not enter into this Permit absent the same. It is specifically agreed that, in the event the facts hereby warranted and represented prove, in the opinion of the Trust, to be incorrect, the Trust shall have the right to terminate the Permit upon twenty-four (24) hours' notice to Permittee and to rescind this transaction in all respects without any liability whatsoever to Permittee.

13. The parties to the Permit(s) agree to cooperate fully with any investigation, audit, or inquiry conducted by a State of New York ("**State**") or City of New York ("**City**") governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, permit, lease or license that is the subject of the investigation, audit or inquiry.
14. In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law), Title 8 of the New York City Administrative Code (also known as the NYC Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Permittee will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics, military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status, and shall also follow the requirements of the NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Neither shall the Permittee discriminate in the use of these Premises or any access to these Premises if such Premises are used as a public accommodation or in connection with a public service.
15. Disputes involving this Permit, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. The Permit shall be construed under, and be governed by, the laws of the State of New York. No legal proceeding shall be commenced by Permittee against the Trust in any court other than a court of competent jurisdiction of the State of New York in the County of New York. Each of Permittee and the Trust agrees to waive all rights to a trial by jury in any legal proceeding to which Permittee and the Trust are parties. **WAIVER OF JURY TRIAL: EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE PERMIT.**

APPENDIX 3:
Premises

Premises Plans, Photos and Specifications

1. Premises A:

Approximately 4,820 square feet interior space including:

1. 3,400 SF boat storage
2. 114 SF storage space
3. 41 SF bathroom
4. 33 SF shower
5. 32 SF Janitor's closet

Additionally, non-exclusive use of the floating dock.



Pier 26 boathouse with floating dock

2. Premises B:

Approximately 4,300 square feet interior space including:

1. 3,050 SF workshop
2. 241 SF office
3. 490 SF classroom
4. Restrooms and showers

Additionally, non-exclusive use of the pontoon dock adjacent to the boathouse and a plastic EZ floating dock at the middle of the pier.

To accommodate sailboats, there are currently available ten (10) mooring locations together with ten (10) Hazelett moorings in the mooring field north of the pontoon dock and six (6) Hazelett mooring locations together with six (6) moorings south of Pier 66a. The plastic EZ floating dock (in addition to the pontoon dock) may be used in tandem with the moorings. This dock receives heavy wake action and may not be suitable for certain vessels.



Pier 66 boathouse with the pontoon dock

3. Premises C:

Approximately 5,100 square feet interior space including:

1. 2,875 SF workshop
2. 125 SF storage space
3. 252 SF office

Additionally, non-exclusive use, to be shared with the Trust of restrooms, hallways, the northern exterior deck and plastic EZ floating dock.



Pier 84 boathouse looking south

4. Premises D:

Approximately 5,285 square feet interior space including:

1. 3,050 SF workshop
2. 585 SF storage space
3. 270 SF office
4. Restrooms, showers, and hallways

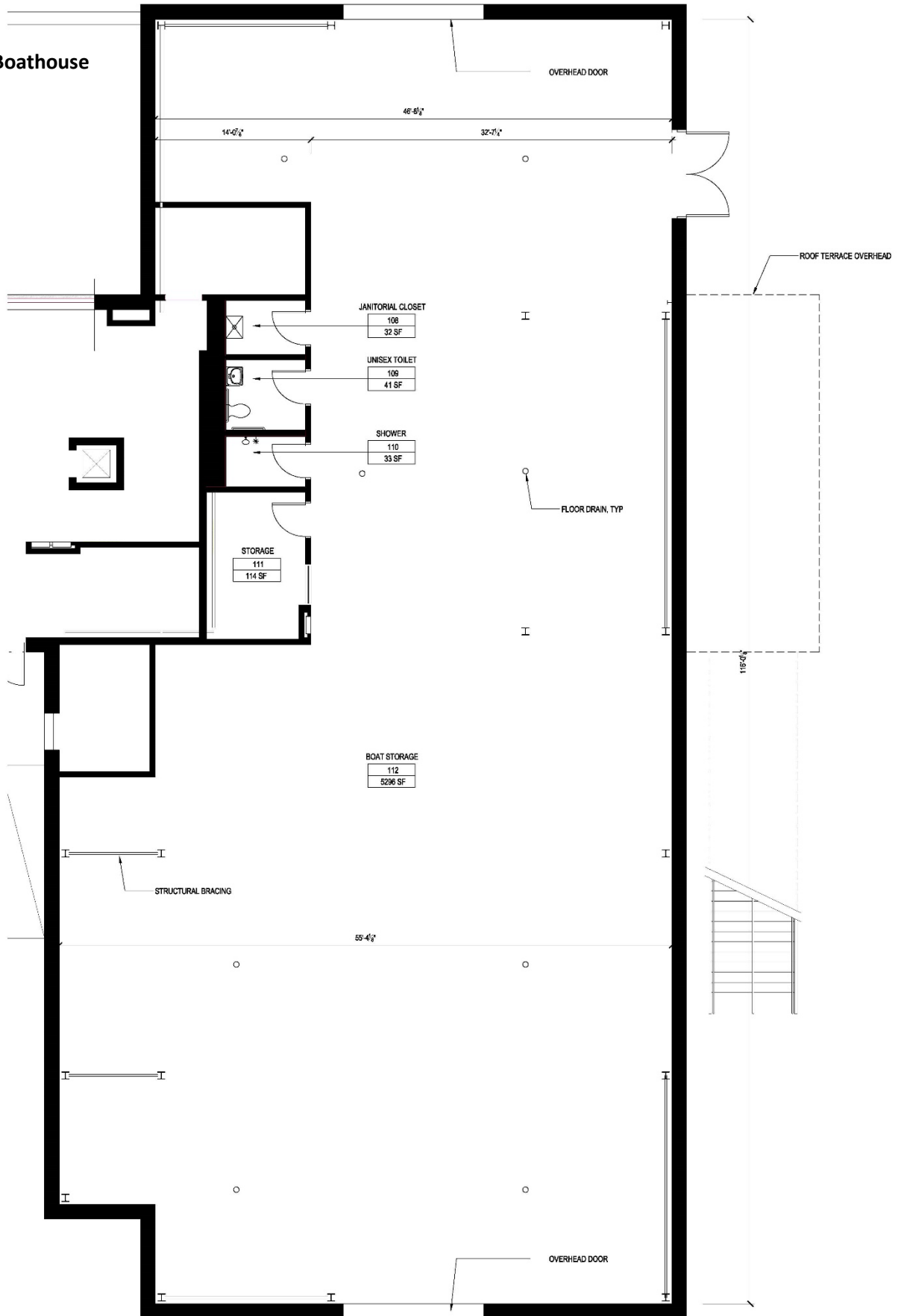
Additionally, non-exclusive use of the western exterior deck and floating dock.



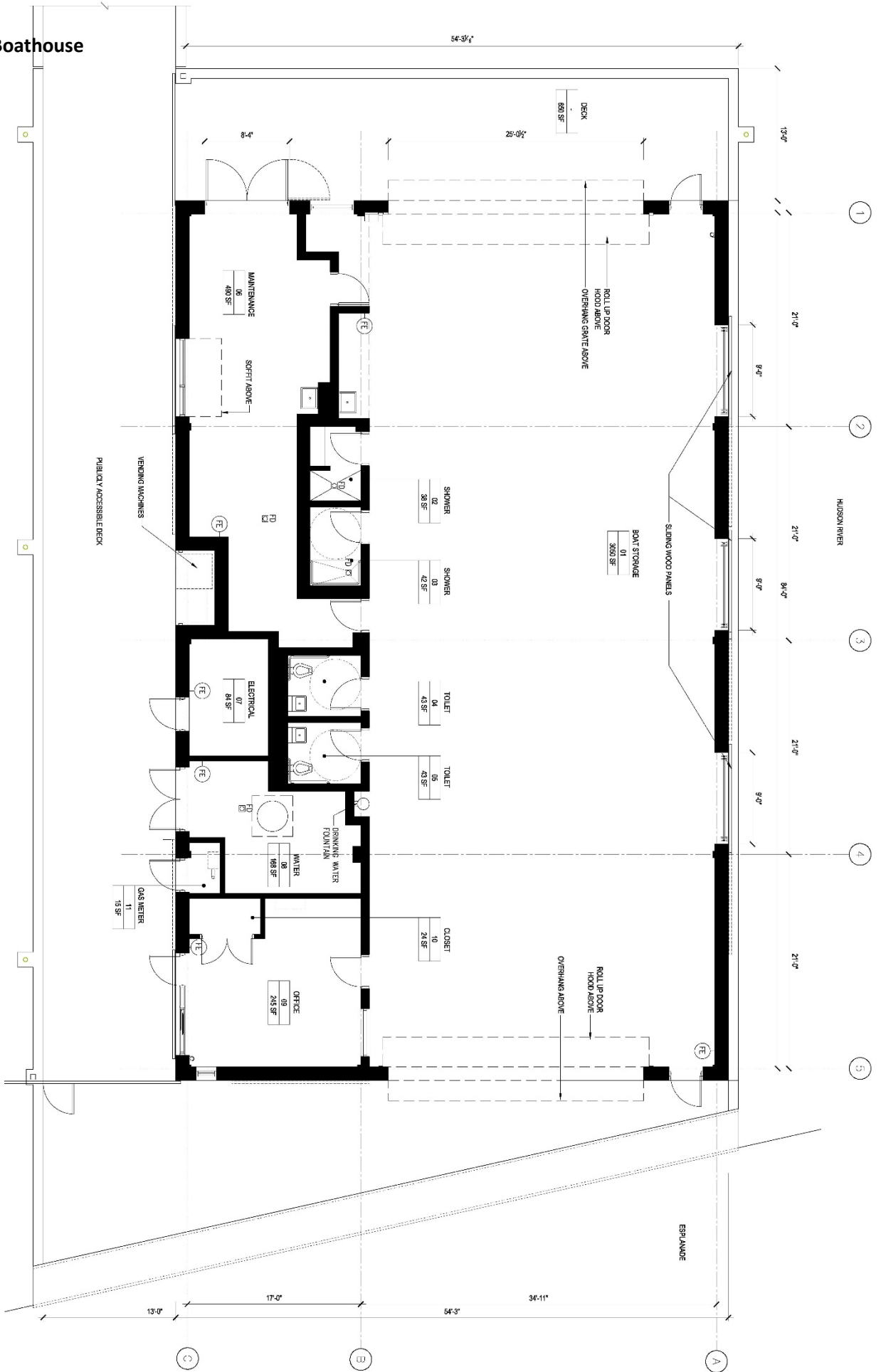
Pier 96 boathouse looking north

For reference, simplified drawings are attached for all the Premises.

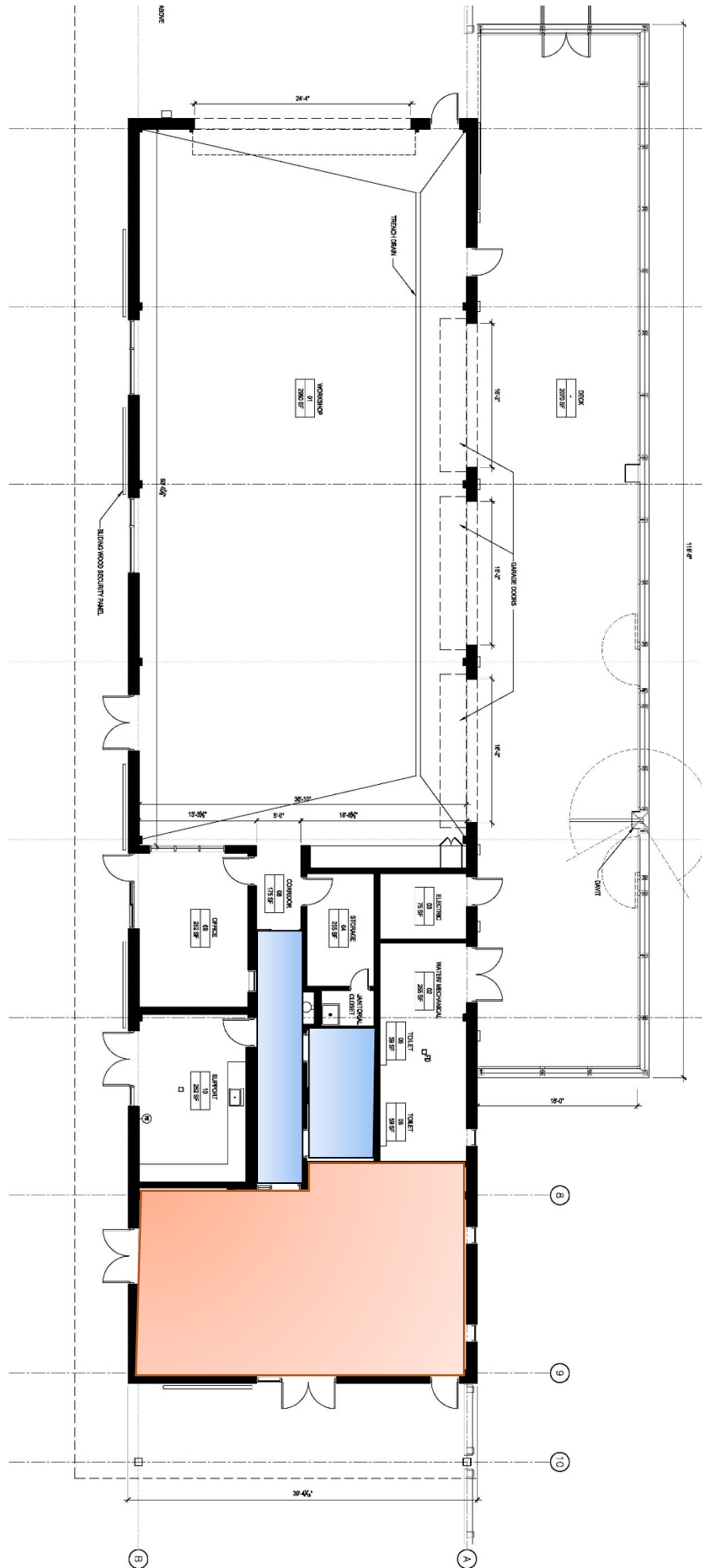
Pier 26 Boathouse



Pier 66 Boathouse

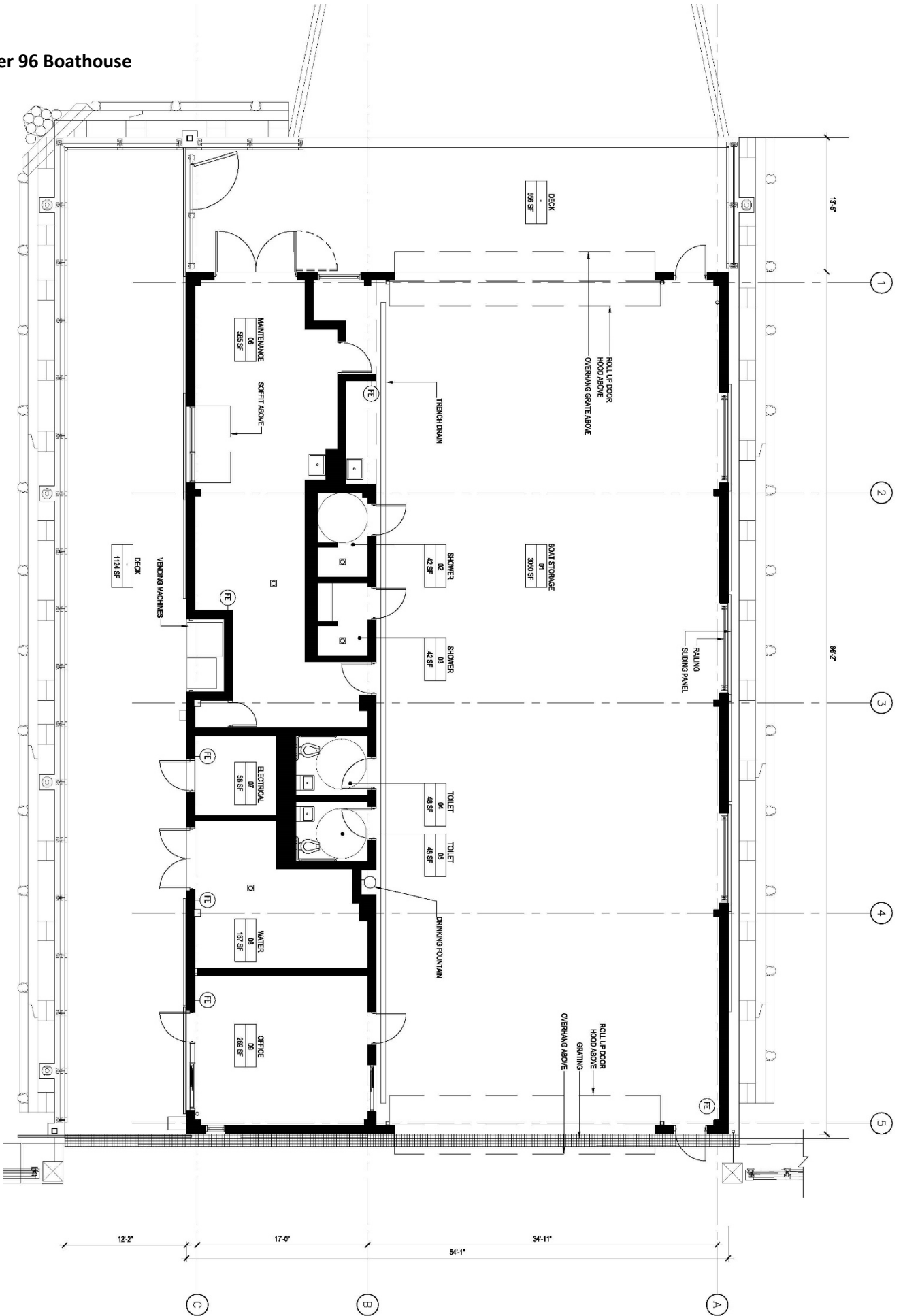


Pier 84 Boathouse



- HRPT Area
- Shared Restrooms and corridor

Pier 96 Boathouse



APPENDIX 4:
Adjacent Water Areas:

As with the rest of the Park, the water areas are designated by state law as an estuarine sanctuary, and are governed by the “Hudson River Park Estuarine Sanctuary Management Plan” available online on the Trust’s website at <https://hudsonriverpark.org/app/uploads/2022/09/ESMP-2022.pdf>. This document was prepared in consultation with the New York State Department of Environmental Conservation, the regulatory agency charged with conserving, improving and protecting New York’s natural resources and environment including the Park’s 400-acre estuarine sanctuary. The Sanctuary Management Plan guides best management practices for protecting and conserving this critical habitat while also facilitating public access to the river and fostering public awareness for this vital natural resource.

The Trust conducts research and supports partner efforts to advance water quality and habitat enhancement improvements in the Sanctuary. The Park has two hydrological and meteorological stations that publicly share river conditions and weather data in 15-minute intervals. In 2021 and 2022, the Trust installed two habitat enhancement projects in the Tribeca and Gansevoort sections of the Park, helping to restore a collective 31 million juvenile oysters to Park waters, and anticipates installing a Phase II of the habitat enhancement in Tribeca during 2023.

As described in the Sanctuary Management Plan, one of the objectives with respect to the public access and recreation component of the Sanctuary Management Plan is to “manage water surface zones to minimize in-water conflicts between different park activities.” One mechanism for doing so is to establish different water use area categories; these areas are not permanent and may be altered based on changing conditions. See the Water Use Map on the Trust’s website at <https://hudsonriverpark.org/marine-operations/water-use-map/>. The categories include:

- Water Recreation (non-motorized boating and other activities where the public could have direct contact with the Hudson River);
- Motorized Boats (defined as small- to medium-sized vessels that are under power. Small- to medium-sized sailboats are only considered to be motorized when they are under power) are only allowed at the Pier 66 boathouse;
- Reserve (areas devoted to habitat); and
- Restricted (areas not directed by Hudson River Park and including the ferry terminals and Passenger Ship Terminals).

The Trust will require that the Permittees make boaters using the Premises aware of the different zones and alert boaters to use caution where human-powered and sailing vessels are using the same water area. In the case of Premises B at Pier 66, where there could be both non-motorized boating and sailboat or other motorized vessel activity, we will look to the Permittee

to propose and enforce reasonable policies to protect boaters based on the actual proposals for Premises B.

APPENDIX 5:
Maintenance and Operations

The Permittee(s) shall, at its sole cost and expense, maintain the Premises in good condition, working order and repair, including maintaining all mechanical, electrical, and plumbing systems and/or improvements at the Premises.

1. Hours of Operations: The Premises and their associated launch areas are intended to be used during daylight hours only during the Park’s designated boating season (May through October). Any respondents proposing to use the Premises at alternative hours should identify the purpose, need and ability to adequately address safety issues in their responses, including through the provision of separate safety plans for cold-water boating programs.
2. Park Events and Future Construction: Throughout the Permit Term, Permittee shall cooperate with the Trust if asked to close or limit business hours for emergencies, special Park events, unanticipated eventualities, and to accommodate construction activity by the Trust and its contractors and/or State DOT and its contractors. The Trust will make reasonable efforts to provide continuing access to the Premises and give adequate advance notice for any closures so that any impact of closures on Permittee’s operations is minimized.
3. Partnership with the Trust and Hudson River Park Friends: From time to time, the Trust may wish to host boating events or other park-related activities at the Premises. In such circumstances, the Trust will endeavor to provide reasonable advance notice to the Permittee, and the Trust will work with the Permittee to coordinate the event.
 - a. The Park does not receive public funds for its operations and has entered into a partnership with Hudson River Park Friends (“Friends”) to help secure private funds and other support to be used for park construction or operations. On occasion, Permittees may be asked to work with the Trust and/or Friends on fundraising initiatives. Examples might include collaborating with the Trust and Friends to plan appreciation events for donors, hosting an informational or promotional breakfast or lunch at the Premises, or including requested language about the Park or Friends on websites, social media and brochures to the extent applicable. Permittees would not be obligated to expend any funds towards such initiatives.
 - b. As part of the RFP response, respondents should identify any particular concerns it might have with respect to this requirement so that the Trust can consider such concerns during its selection process.
4. Permittee Events: The Trust seeks to limit the number of private and fundraising events that may be held at the Premises and its associated boat access areas. No such activities

will be permitted unless they are directly related to boating programs located at the Premises; this provision shall apply whether or not a fee will be charged to gain admission to the event or location. The Permittee must request an event permit for such event in writing to the Trust and will be responsible for securing all necessary approvals from relevant governmental bodies as necessary. Permittee shall also provide prior notification to the Trust regarding any news or press event.

5. Ancillary Sales: The Permittee is permitted to sell non-consumable items ancillary to boating as part of the Premises, such as products related to sun protection and water safety, such as sunscreen, brimmed hats, safety gear, or boating supplies, .
6. Security: The Trust contracts with NYC Parks Enforcement Patrol to provide park-wide security; however, the security of the Permittee's equipment, property and recreational elements on the Premises is the sole responsibility of the Permittee.

Permittee shall be responsible for securing the gates to the public docks and ensuring only authorized users access the docks during the boathouse hours of operations. The Trust shall require that members of the public wishing to use the Premises for boating sign an acknowledgement and liability waiver unless the Permittee can demonstrate an acceptable alternative method of indemnifying the Trust.

7. Vehicular Access: There are no provisions for parking in the Park for either the Permittee or its customers. If short-term vehicular access is needed, permission for such access may be requested of the Trust by the Permittee, who shall explain the purpose to the Trust.
8. Signage: The Trust seeks to limit the extent of exterior signage and other markings at the Premises. Any sign must be designed, method of installation discussed and placed in consultation and only upon the prior written approval with the Trust using the Trust's signage design standards.

Should the Trust choose to provide informational or safety signage or signals at the Premises or public docks, such as control signage on the gangway gates to access the public docks, the Permittee will have to maintain such signage in good condition as a condition of its Permit. The Permittee must also maintain any signage or signals installed by the Permittee upon approval by the Trust.

9. Customer Service: The Trust expects the Permittee to operate the Premises with high standards such that they become quality enhancements to the Park. The Trust encourages respondents to describe customer service mechanisms that will enhance and maintain Park patron satisfaction.
10. Garbage and Cleaning: Permittee is responsible for keeping the Premises and adjacent pier area clean at all times. Permittee will be responsible for maintaining a regular

cleaning schedule, which must be submitted to the Trust for its approval. This includes keeping launch areas- floating docks, gangways, platforms, safety ladders, restrooms, floors, etc., clean and secure by regularly brushing off algae build up, bird droppings, etc. Garbage may be placed only in a Trust approved disposal location and not anywhere else in the Park. Permittee must either make arrangements with a private carting company to remove all garbage off-site or purchase Trust approved trash bags for the Trust's maintenance staff to remove garbage.

11. Snow and Ice Removal: To the extent that the Premises are used in the off-season months, snow and ice must be removed as required from the launch areas including gangways and docks and perimeter of the boathouse including access to doorways and garage doorways following a storm event.
12. Park Rules and Safety: Permittee acknowledges and agrees that it shall comply with all Hudson River Park Rules and Regulations ("Park Rules") available on the Trust's website at <https://hudsonriverpark.org/app/uploads/2021/01/2020-Hudson-River-Park-Rules-FINAL.pdf> , including, but not limited to its Section 751.06 and all definitions contained therein ("Boating Rules"). In the event that there is any conflict between the Park Rules and this Permit, the language of the Park Rules and Boating Rules shall control.
 - a. While the Trust seeks to provide access to the Hudson River for small boaters, it also recognizes that the Hudson River is a strong river with fast currents and substantial motorized boat traffic, including ferries and water taxis, passenger cruise ships, excursion boats, and working vessels. Consequently, the Trust seeks to ensure that the first priority of the Permittee is the safety of all persons on the water and on land. Respondents should identify the protocols it would implement to provide for safe boating for both novice and experienced boaters. Ultimately, these protocols will have to be approved by the Trust prior to implementation of the boating program at the site.
 - b. In addition to any safety standards that the Permittee may wish to establish, the Trust will require the respondents to adhere to the Trust's published policy entitled "Kayaks and Canoes in Hudson River Park," available on the Trust's website at <https://hudsonriverpark.org/app/uploads/2020/03/kayak.pdf> .
13. Emergency Plan: Permittee shall provide an emergency plan for review and approval by the Trust. The plan shall include but not be limited to preparation and response to severe weather, medical emergencies, capsized boats, accidents, etc.
14. Building Maintenance: All Premises have been constructed entirely with public funds, and the Trust is therefore obligated to ensure that the structure and surrounding area remain in good condition. While the Trust will maintain overall control over the building and its operating systems, the Permittee shall be expected to pay for all costs necessary to outfit the building for the Permittee's particular program. With the aging Premises

buildings, Trust staff have been monitoring the condition of the roofs and it is likely that a roof might need to be replaced during the Permit Term. While the Trust will endeavor to do any required building repair work during the off season, it is possible that a season could get interrupted.

The Permittee shall perform all routine maintenance in and around the Premises such as day to day repairs, securing and removing all trash from the structure and keeping the building in clean and orderly condition under standards established by the Trust. The Premises are visible nodes within the Park and in close proximity to public spaces and other Park tenants and permittees. Therefore, the Trust will expect the Premises to be maintained in a manner that is sanitary and safe including but not limited to preventing mold, eliminating standing water in the interior, changing accessible light bulbs, keeping critical infrastructure free and clear, and minimizing clutter.

15. Utilities: Permittee must pay for all costs of utilities, including all water and sewer charges and charges for gas, heat and electricity, consumed and used in, or with respect to, the Premises as well as telephone and any necessary computer connections. The Trust makes no representations regarding the availability, adequacy, or condition of existing lines of service. For winterization purposes, water and sewage connection will be disconnected seasonally from November 1st to mid-April.

16. Green Partnership Agreement: Permittee shall comply with the Trust's Park Over Plastic ("POP") Initiative, which prohibits the distribution and sale of single use plastic bottle(s), straw(s), and stirrer(s); requires the use of green products within Hudson River Park; requires participation in Trust audits and encourages Permittee to advocate and educate the public on Hudson River Park's POP Initiative through signage, displays, and other partnering opportunities as brought forth by the Trust. The selected respondent shall partner and subscribe to the Hudson River Park Trust's Green Partnership Agreement.

APPENDIX 6:
Boathouse Location Preference

Please indicate below which boathouse you are applying for. If you would like to be considered to operate more than one boathouse, please indicate which ones below and the preference, if any, with 1 being most preferred and 4 is the least preferred. Please indicate if there is no preference.

	<u>Boathouses</u>			
	<u>Pier 26- Premises A</u>	<u>Pier 66- Premises B</u>	<u>Pier 84- Premises C</u>	<u>Pier 96- Premises D</u>
<u>Location Preference (1-4)</u>				

APPENDIX 7:
Insurance

- a) Prior to or simultaneously with execution of the Permit, the Permittee shall provide the Trust with Certificates of Insurance naming the Additional Insureds set forth below and otherwise evidencing compliance with, and, if requested by the Trust, copies of the underlying insurance policies evidencing all coverage requirements contained in this Appendix 7. Such certificates and policies shall be in form and substance acceptable to the Trust. Acceptance and/or approval by the Trust do not, and shall not, be construed to relieve Permittee of any obligations, responsibilities or liabilities under this Appendix 7.
- b) All insurance required by this Appendix 7 shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, and the New York City and each of their respective agencies, offices and departments. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.
- c) Permittee shall require that any subcontractors or sub-subcontractors that perform work for the Permittee under this Permit in a sub-contract amount of **Five Thousand Dollars (\$5,000)** or more carry insurance with the same limits and provisions provided herein unless otherwise approved by the Trust on a case-by-case basis. All subcontractor insurance policies must include ISO Endorsement CG 20 38 or its equivalent to ensure additional insured protection is afforded the Trust without regard to privity of contract.
- d) Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.
- e) Permittee shall cause all insurance to be in full force and effect as of the Commencement Date of the Permit and to remain in full force and effect throughout the Term of the Permit and as further required by this Appendix 7. Permittee shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Coverage shall:

- 1) Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.
- 2) Be obtained at the sole cost and expense of Permittee or its respective subcontractor and shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Trust.
- 3) Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal or material alteration of such policies; notice shall be sent via express or certified mail to:

Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014

- 4) Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Ten Thousand (\$10,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Ten Thousand Dollars (\$10,000)** per claim unless otherwise approved by the Trust.
- 5) Be provided by Permittee's subcontractors with the same limits and provisions as provided herein; with limits not less than those described, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies); and
- 6) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.
- f) Upon the renewal date of any insurance policies, Permittee shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance and any amendatory endorsements.
- g) Permittee, throughout the Term of the Permit, or as otherwise required by this Appendix 7, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Appendix 7, or as required by law, whichever is greater (limits may be provided through a combination of endorsements, primary and umbrella/excess policies):

- (1) Commercial General Liability** insurance with a limit of not less than **Five Million Dollars (\$5,000,000)** per occurrence. Such liability shall be written on the CG 00 01 12 07, must include a broad form comprehensive general liability endorsement, or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), pollution liability (including broad form bodily injury and property damage, under Coverage A and B exclusions), and extended bodily injury coverage, fire legal liability (property), and explosion, collapse & underground coverage; If such insurance is on an aggregate limit, it shall apply separately on a per job, per location basis.
- (2) Protection and Indemnity** insurance with a limit of not less than **Five Million Dollars (\$5,000,000)**. Such insurance shall provide coverage at a minimum for loss of life, personal injury and illness of crew, passengers and third-party individuals, damage to cargo on board, damage to piers, docks, buoys and other fixed or floating objects and damage to other vessels and their cargo; **Hull Liability** coverage with a limit of not less than full replacement value of the vessel; covering all loss or damage to the vessel from any cause of loss in connection with permitted activity.
- (3) Marina Operator Legal Liability** insurance with a limit of not less than **Ten Million Dollars (\$10,000,000)** per Occurrence. Such insurance shall provide coverage at a minimum for loss or damage to third party vessel, property in the care, custody or control of Permittee, including but not limited to vessels for a rental fee at docks, mooring at slips, moorings or buoys. Such coverage shall not exclude hauling out or launching in connection with services provided and shall not exclude any fueling or additional miscellaneous servicing of a transient nature at the Pier 25 Mooring Field docks, slips or pier.
- (4) Commercial Property Insurance** covering at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverage, for loss or damage to any owned, borrowed, leased or rented equipment, and property of the Trust held in their care, custody and/or control, which shall include but not be limited to Business Personal Property, Data Processing Equipment, Data Processing Media and Operating systems. Such coverage shall be in an amount not less than the Full Insurable Value of the property held in the Permittee's care, custody and/or control. The Commercial Property Insurance Policy shall name HRPT at Loss Payee;

(5) As applicable, **Comprehensive Business Automobile Liability** insurance with a limit of not less than **One Million Dollars** (\$1,000,000) per each accident. Such insurance shall cover liability arising out of any Automobile, Specialty Use vehicle or Mobile Equipment; including owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage, medical payments and uninsured motorists or operators.

(6) As applicable, **Liquor Legal Liability** with a limit of not less than **Three Million Dollars** (\$3,000,000.00) per occurrence is required. Such insurance shall cover liability on an all risk basis, including but not limited to any accidents or injuries, physical or personal property damage as a result of/or contributing to a person's intoxication.

(7) **Workers Compensation, Employers Liability and Disability Benefits insurance, and US Longshore & Harbor Workers and/or Jones Act coverage** as required by New York State. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form, proof of Disability Benefits coverage must be provided on a DB-120.1 form.

- a. The NY State Workers Compensation Board guideline regarding these requirements is available at:
<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>
- b. If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issued by the NY State Workers Compensation Board:
<http://www.wcb.ny.gov/content/ebiz/wcdbexemptions/requestExemptionOverview.jsp>
- c. Proof of Employer Liability insurance is required with a limit of not less than \$1,000,000.

h) **Waiver of Subrogation.** Permittee shall cause to be included in each of its policies insuring against loss, damage, or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Trust or any of the other additional insured identified above, or if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Permittee waives or has waived before the casualty, the right of recovery against the Trust or other such additional insured identified above or (ii) any other form of permissions for the release of the Trust or other such additional insured identified above.

The Trust and Permittee shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss and each party shall execute

and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance proceeds.

Permittee's obligations as set forth in this Appendix 7 shall survive the expiration or earlier termination of the Permit.

APPENDIX 8:
Fee Schedule Template

Fee Proposal for operating Premises A

Premises A- Pier 26 Boathouse								
Fee						Extension Period(s)		
<u>Months</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
Total								

Fee Proposal for operating Premises B

Premises B- Pier 66 Boathouse								
Fee						Extension Period(s)		
Months	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
Total								

Fee Proposal for operating Premises C

Premises C- Pier 84 Boathouse								
Fee						Extension Period(s)		
<u>Months</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
Total								

Fee Proposal for operating Premises D

Premises D- Pier 96 Boathouse								
Fee						Extension Period(s)		
<u>Months</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
Total								

APPENDIX 9:
New York State Required Forms

- 1. Disclosure of Prior Non-Responsibility Determination/Lobbying Form**
https://hudsonriverpark.org/app/uploads/2020/03/Disclosure_of_Prior_Non-Responsibility_Determination_Form_Rev_5-18.pdf

- 2. Non-Collusion Certification Form**
https://hudsonriverpark.org/app/uploads/2020/03/Non-Collusion_Certification_Rev_5-18_1.pdf

- 3. Iran Divestment Act Affidavit**
https://hudsonriverpark.org/app/uploads/2021/07/Iran_Divestment_Act_Certification_Rev_7.21_1.pdf

- 4. Russia Certification**
<https://hudsonriverpark.org/app/uploads/2022/07/HRPK-Russia-Certification.pdf>