

**USE PERMIT
DOCKNYC**

Use Permit Dated as of January 1, 2022

Permitter and Permittee agree to:

1. Definitions:

- (a) Permitter: Billybey Marina Services, LLC having its offices at 4800 Avenue at Port Imperial, Weehawken, New Jersey 07806. Notices and correspondence should be sent to the attention of Donald Liloia.

- (b) Permittee: Name: PortSide New York
Attention: Carolina Salguero
Address: 190 Pioneer Street, Brooklyn, NY 11231
Office Phone:
Cell Phone:
Email: carolina@portsidenewyork.org

- (c) Vessel: **Mary Whalen**
Length: **172 Ft.**
Vessel Owner (if different from Permittee): Tanker Princess Corp
Schedule E – Vessel Documentation (to be inserted)

- (d) Facility: **Atlantic Basin**

- (e) Berth Site: See Exhibit A -Berth Site; Exhibit D – Slip Assignment

- (f) Period: January 1, 2022 through December 31, 2022 (See also Section 3)

- (g) Charge for Period – Base Fee: \$2,500.00 per month (waived) (See also Section 4)

- (h) Permitted Use: (See also Section 2)

Berthing Only (yes/no) **YES**

Passenger Boarding (yes/no) **YES**

Vessel Servicing (yes/no) **YES**

Public Access (yes/no; subject to Facility Security Plan?) **YES**

Live Aboard (yes/no) **NO**

(i) The “City” means the City of New York

(j) The “Port Authority” means the Port Authority of New York and New Jersey

(k) "NYCEDC" means the New York City Economic Development Corporation

2. Permitted Use: Permittee may enter upon and use the Berth Site only for the purposes specifically authorized by virtue of this Use Permit.

(a) The Permittee shall have the non-exclusive right to use the Berth Site located at the Facility for the purposes of [temporarily] berthing the Vessel and, subject to prior consent of the Permitter, other activities, such as entertainment, educational, community and cultural events to which the Permittee may invite Permittee's invitees upon the Vessels and for no other purpose.

(b) Permittee understands that the Berthing Area is part of an operational pier, which may have other waterborne vehicle traffic and which may require temporarily moving the Vessel for emergencies or at the request of the City, NYCEDC or the Port Authority.

(c) Permittee's use of the Berthing Area is subject to compliance the DockNYC Rules and Regulations attached hereto as Exhibit B.

(d) The use of 3rd party street ticket sellers is prohibited. For the avoidance of doubt, vessel operators offering and/or selling tickets through tour operations or other parties that are affiliated in any manner with street sales or solicitations are prohibited from access to/berthing at any DockNYC location and will have their permit revoked.

3. Period:

The period of this Use Permit (the "Period") shall commence on January 1, 2022, (the "Commencement Date") and expire on December 31, 2022 at 11:59 pm, subject to termination on any earlier date in accordance with the terms of this Use Permit (such expiration or termination date is hereinafter referred to as the "Expiration Date".)

THIS IS A SHORT-TERM REVOCABLE USE PERMIT, TERMINABLE AT WILL FOR ANY REASON OR NO REASON AT ANY TIME AT PERMITTOR'S OPTION OR AT THE REQUEST OF THE CITY, NYCEDC OR THE PORT AUTHORITY. PERMITTEE AGREES TO PROMPTLY VACATE THE BERTH SITE UPON THIRTY (30) DAYS' PRIOR WRITTEN NOTICE OF TERMINATION FROM PERMITTOR AND WITHIN TWENTY-FOUR HOURS' PRIOR NOTICE FROM PERMITTOR IN THE EVENT OF AN EMERGENCY. NO OWNERSHIP, LEASEHOLD OR OTHER PROPERTY INTEREST SHALL VEST IN PERMITTEE BY VIRTUE OF THIS USE PERMIT. UPON FAILURE OF PERMITTEE TO VACATE, PERMITTOR MAY MOVE THE VESSEL TO ANOTHER BERTH AREA OR FACILITY AT THE SOLE RISK AND EXPENSE OF PERMITTEE.

4. Charge for Period:

- (a) Base Charge. The charge to Permittee during the Period of this Use Permit shall be waived.
- (b) Late Payment: If Permittee fails to pay any Charge, if any, in full, by the tenth (10th) day of the month in which such Charge is due, Permitter, in the sole discretion of either may impose a late payment charge for the Period equal to two percent (2%) of such Charge or Charges due, but not less than a minimum charge of ten dollars (\$10.00). Such late payment charges shall be compounded monthly and shall be collectible as additional charges. Failure to demand a late payment charge shall not waive Permitter's right to collect it at a later date. In the event Permittee fails to pay Permitter any Base Charge and/or Charges, any subsequent payments shall first be applied for Base Charge and/or Charges past due.
- (c) The Permittee shall be subject to the charges set forth on the Assessments Schedule set forth on Exhibit F hereto.
- (d) Attorneys Fees and Legal Costs: In the event of any legal proceedings between the Permitter and Permittee arising out of or in relation to the Permittee's failure to timely pay any Charge or to otherwise enforce the terms of this Use Permit, the Permitter shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees, that are incurred by the Permitter.

All Charges shall be payable by certified check, accepted subject to collection, to the order of Billybey Marina Services, LLC, or such other entity as Permitter designates in writing (which may be by fax or email).

5. Security Deposit: Waived

6. Utilities, Maintenance and Service: There are no utilities or sewer connections at the Berth Site.

7. Insurance: See Exhibit C attached hereto and incorporated hereby.

8. Responsibility for safety, Injuries or Damage, and Indemnification

(1) Permittee Responsibility

A. The Permittee shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors or subcontractors.

B. The Permittee shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City, NYCEDC and the Port

Authority or others from damage, loss or injury resulting from any and all operations under this Permit.

C. The Permittee shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this Permit, whether or not due to the negligence of the Permittee, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.

D. The Permittee shall use the Berth Site in compliance with, and shall not cause or permit the Berth Site to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to the Permittee or the Berth Site (collectively "Environmental Laws"). Except as may be agreed by Permitter as part of this Permit, Permittee shall not cause or permit, or allow any of the Permittee's personnel to cause or permit, any Hazardous Materials to be brought upon, store, used generated, treated or disposed of on the Berth Site. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

(2) Indemnification

A. To the fullest extent permitted by law, the Permittee shall indemnify, defend and hold the Permitter, the City, NYCEDC, the Port Authority and their respective officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations by the Permittee under this Permit (regardless of whether or not the Permittee itself had been negligent) and/or the Permittee's failure to comply with the law or any of the requirements of this Permit. Insofar as the facts or law relating to any of the foregoing would preclude Permitter, the City, NYCEDC, the Port Authority or their respective officials and employees from being completely indemnified by the Permittee, the Permitter, the City, NYCEDC, the Port Authority and their respective officials and employees shall be partially indemnified by the Permittee to the fullest extent permitted by law.

B. The Permittee's obligation to defend, indemnify and hold the Permitter, the City, NYCEDC, and the Port Authority and their respective officers and employees harmless shall not be (i) limited in any way by the Permittee's obligations to obtain and maintain insurance under this Permit, nor (ii) adversely affected by any failure on the part of the City, NYCEDC, Port Authority or their respective officers and employees to avail themselves of the benefits of such insurance.

C. The following immunity clause must be endorsed on Permittee's insurance policy and included within its Certificate of Insurance: The insurer shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority. (Atlantic Basin only)

9. Possession: Permitter shall not be liable for failure to give possession of the Berth Site on the Commencement Date of this Use Permit. Notwithstanding the foregoing, in no event shall Permitter be obligated to extend the Period.
10. Repairs, Rebuilding: Permittee, at its sole cost and expense, at all times during the Period, shall put, keep and maintain the Berth Site and every part thereof, and the structures thereon or to be erected thereon, in good and sufficient repair and condition. Permittee shall provide written notice to Permitter within one (1) hour of any significant damage to the Berth Site. Permitter or Permitter's designee may inspect the Berth Site during the Period and may direct Permittee to repair or perform maintenance work on the Berth Site, including, without limitation, providing for proper/additional fendering as necessary. Under no circumstances shall Permitter be obligated to maintain or repair the Berth Site or any other portion of the Berth Site at any time.
11. No Charge Reductions: Permittee shall not be entitled to any charge reduction or set-off whatsoever for repairs or alterations to the Berth Site or for any other reason.
12. Berth Site "As Is":
 - (a) Permittee has inspected the condition of the Berth Site, and accepts the Berth Site "as is" and will not at any time make any claim that the Berth Site or structures thereon or structures supporting the Berth Site is not in suitable repair or condition for the uses and purposes of this Use Permit (including, without limitation, water depth around the any applicable pier or barges and/or the Berth Site), nor will Permittee at any time make any claim for reduction of charge, or payments for damages or reimbursement, for damage arising from or consequent upon any repairs that Permitter, NYCEDC or Permittee may do or cause to be done, or in consequence of the use of the Berth Site by Permitter, Port Authority, NYCEDC, The City or its agents or contractors.
 - (b) Neither Permitter nor Port Authority, NYCEDC nor the City has made or makes any representation or warranty as to water depth or as to the condition of the Berth Site, or anywhere else at Berth Site or any of their suitability for any particular use or as to any other matter affecting this Use Permit, or on the Commencement Date, whichever is earlier.
 - (c) The provision contained in this Article that Permittee accepts the Berth Site and

everywhere else on the Berth Site “as is” relates to the condition of the Berth Site as they were when Permittee first entered into possession thereof and without any warranty of any nature whatsoever.

13. Legality of Use: Permittor makes no representation as to the legality of use of the Berth Site, or anywhere else at the Facility or for the Permittee’s intended purposes. In the event any use or proposed use is declared illegal by a court of competent jurisdiction, Permittee covenants and agrees that neither Permittor nor NYCEDC, nor the City, nor the Port Authority, nor their respective agents, officers, and employees, shall be liable for any damages arising out of or related to such illegal use and that Permittee shall defend, indemnify and hold harmless Permittor, NYCEDC, and the City, and the Port Authority and their respective agents, officers, and employees, against any liability or expense therefor in accordance with Article 8 hereof.
14. Changes, Additions:
 - (a) Subject to Section 10, Permittee shall not make any improvements or alterations to the Berth Site, or anywhere else at the Berth Site except with the prior written consent of Permittor, Permittee shall not affix any advertisement, notice or sign in, to, or on the Berth Site, other than those required by law, without first obtaining the specific written consent and authorization of Permittor.
 - (b) All additions and improvements, made at any time during the Period, shall, at no cost or expense to Permittor, NYCEDC, the City, or the Port Authority become property of NYCEDC (or the City, as applicable) or the Port Authority.
 - (c) No later than the Expiration Date, Permittee shall restore the Berth Site and anywhere else at the Berth Site that is affected hereby to its original or proper condition, to be determined by Permittor, at Permittee’s sole cost and expense, to the satisfaction of Permittor. In the event Permittee fails or neglects to do so, Permittor shall have the right to remove any structures and improvements and affect restoration of the Berth Site, and anywhere else at the Berth Site or any part thereof, at the sole cost and expense of Permittee.
15. Depth of Water: Permittee will not be allowed to perform, or cause to perform, any dredging at the Berth Site.
16. Sunken Craft or Other Obstructions:
 - (a) If, during the Period of this Use Permit, the slips or water that are part of or adjacent to the Berth Site shall become obstructed or are in danger of becoming obstructed in whole or in part by the sinking or danger of sinking of any waterborne craft or other obstruction or potential obstruction as a result of Permittee’s operation or actions, Permittee, after notice from Permittor, shall promptly remove such obstruction or potential obstruction, or cause the same to be removed without cost or expense to Permittor or NYCEDC, the City, or the

Port Authority. If Permittee fails to remove such obstructions or potential obstruction, Permitter, NYCEDC, the City or the Port Authority may, at its respective sole discretion, after notice to Permittee, undertake the removal thereof, and, in such event, Permittee shall reimburse Permitter, NYCEDC, the City or the Port Authority for their respective expenses so incurred.

- (b) In accordance with the provisions of Article 8 entitled "Indemnification", Permittee shall defend, indemnify and hold harmless Permitter and NYCEDC, Port Authority and the City from any damages or claims for damages that may arise by reason of the presence in said waters of any sunken or partially sunken waterborne craft or other obstruction.
17. Access: Permittee shall at all times permit inspection of the Berth Site by Permitter's, the Port Authority, NYCEDC, or the City's agents, employees, consultants and representatives and shall permit inspection thereof by or on behalf of prospective future occupants. If Permitter determines that an unsafe condition exists at the Berth Site, Permitter shall have the right to take back all or any portion of the Berth Site affected by such unsafe condition upon one (1) hours' notice on the same terms set forth in Article 39 of this Use Permit. The Permittee shall remove the Vessel from the Berth Site, failing which the Permitter shall have the right to remove the Vessel at Permittee's sole cost and expense.
18. Liens Against Berth Site; Discharge of Liens:
- (a) Permittee shall not create, cause to be created or allow to exist (i) any lien, encumbrance or charge upon the Berth Site, elsewhere at the Berth Site, or any part thereof, (ii) any lien, encumbrance or charge upon any assets of, or funds appropriated to Permitter, or (iii) any other matter or thing whereby the estate, rights or interest of Permitter, NYCEDC, the City or the Port Authority in and to the Berth Site, elsewhere at the Berth Site or any part thereof might be impaired. If any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Berth Site, other portions of Berth Site or any part thereof, or if any public improvement lien is created, or caused or suffered to be created by the Permittee, then Permittee shall within thirty (30) days after receipt of notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien or public improvement lien, cause it to be vacated or discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise.
 - (b) Should Permittee elect to dispute the validity of any such lien or charge placed, filed or recorded against the Berth Site and/or other portion of the Berth Site, in lieu of cancelling or discharging the same, Permittee (i) shall furnish to Permitter a bond or bonds in connection therewith in such form and amount as shall be approved by Permitter and (ii) shall bring an appropriate proceeding to discharge such lien and shall prosecute such proceeding with diligence and continuity; except that if, despite Permittee's efforts to seek discharge of the lien, Permitter

believes such lien is about to be foreclosed and so notifies Permittee, Permittee shall immediately cause such lien to be discharged as of record or Permittor may use the bond or other security furnished by Permittee in order to discharge the lien.

19. No Assignment: Permittee shall not assign, grant use of, or permit the whole or any part of the Berth Site, nor allow the same to be occupied by any person or entity other than Permittee, 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 without the prior written consent of Permittor in each instance. Additionally, Permittee shall not mortgage or pledge this Use Permit or any part thereof, or in any way charge or encumber the rights granted herein, or any part thereof.
20. Waiver of Trial by Jury, Counterclaim; Venue:
- (a) This Permit will be performed in the State of New York and the parties consent to its interpretation according to the laws of the State of New York.
 - (b) PERMITTOR AND PERMITTEE WAIVE THEIR RIGHT TO TRIAL BY JURY, AND PERMITTEE WAIVES ITS RIGHT TO COUNTERCLAIM AGAINST PERMITTOR, NYCEDC, THE CITY OR THE PORT AUTHORITY IN ANY ACTION FOR EJECTMENT OR NON-PAYMENT OF CHARGES OR IN ANY SUMMARY PROCEEDING.
 - (c) The Permittee hereby irrevocably agrees that any action against the Permittor, NYCEDC, the City or the Port Authority will be brought in the Supreme Court of New York State in New York County or the Southern District of New York and further hereby irrevocably consents to the jurisdiction of the Supreme Court of New York State in New York County and the Southern District of New York in connection with any action brought by Permittor, NYCEDC, the City or the Port Authority in any action in which Permittor, NYCEDC, the City or the Port Authority is or becomes a party to enforce any of its rights and remedies under this Permit. The foregoing consent, however, shall not affect or limit in any manner or to any extent the right of Permittor, NYCEDC, the City or the Port Authority to enforce such rights and remedies in any other jurisdiction, including, without limitation, the federal courts in the Eastern District of New York.
21. Condemnation: In the event the Berth Site are subject to a condemnation proceeding started during the Period of this Use Permit, the Use Permit shall be deemed as having terminated thirty (30) days before the start of such proceeding. In such event, Permittee shall not be entitled to any part of any award therein in connection with such proceedings, nor to any set-off, reduction or refund of any, Base Charge, or Charges.
22. License Required: This Use Permit does not grant authority for any operation or use which may require any permit or approval. If required, Permittee must obtain any such authorization, permit, or approval, at its sole cost and expense. Such compliance

includes, but is not limited to, any required review, permit or approval by Permitter, acting in its governmental capacity, and/or any other applicable governmental entity.

23. Compliance with Law and Authorities: Permittee shall, at its sole cost and expense, comply with and observe the provisions of (i) this Use Permit (including, without limitation, the DockNYC Rules and Regulations set forth on Exhibit B hereto) and (ii) any and all laws, rules, regulations, requirements, ordinances, resolutions and orders of City of New York (including without limitation the Zoning Resolution) and/or the Port Authority and of any and all administrations, departments, bureaus and boards of federal, state and local authorities applicable to this Use Permit, the Berth Site and/or other portions of the Berth Site, the slips or water adjacent to the Berth Site, and/or the use, occupancy and maintenance thereof (such laws, rules, regulations, requirements, ordinances, resolutions and orders are collectively referred to as the “Requirements”).
24. Non Discrimination: Permittee shall not discriminate with respect to its use of the Berth Site against any person because of race, creed, color, national origin, sex, sexual orientation, age or disability.
25. Conflict of Interest: Permittee warrants and represents that no officer, agent, employee or representative of the City, NYCEDC, or the Port Authority has received any payment or other consideration for the granting of this Use Permit and that no officer, agent, employee or representative of Permitter, the City, NYCEDC or the Port Authority has any interest, directly or indirectly in Permittee, this Use Permit, or the proceeds thereof. Permittee acknowledges that Permitter is relying on the warranty and representation contained in this Article 25 and that Permitter would not enter into this Use Permit absent the same. It is specifically agreed that, in the event the facts hereby warranted and represented prove, in the opinion of Permitter, to be incorrect, Permitter shall have the right to terminate this Use Permit upon four (4) hours’ notice to Permittee and to rescind this transaction in all respects.
26. No Waiver of Permit Terms: Permitter’s acceptance of partial payment of Charges or any Charge or failure to enforce any provision of this Use Permit shall not be considered a waiver of any of Permitter’s rights under this Use Permit or at law or in equity.
27. Intentionally Omitted:
28. Review and Approval: The granting of this Use Permit is subject to the applicable government review and approval process including, but not limited to, approval of Permittee based upon the information provided in the required Background Investigation Questionnaire. The aforementioned questionnaire shall be completed by Permittee and submitted to Permitter prior to or upon execution of this Use Permit. In the event, subsequent to the execution of this Use Permit, approval is not granted, this Permit shall be terminated upon four (4) hours’ notice to Permittee.
29. Default: In the event that Permittee fails to pay all or any of the Charges, if any, when

due or fails to comply with any other provision of this Use Permit, the same shall constitute a default hereunder and Permitter, upon four (4) hours' notice to Permittee (or less amount of notice in the event of an emergency or imminent threat to life, safety or public safety), may terminate this Use Permit. Permittee shall simultaneously remove the Vessel from the Berth Site and the Facility, failing which the Permitter shall have the right to move the Vessel to another Berth Site or Facility at the risk and expense of Permittee, and/or may re-enter and repossess the Berth Site and remove Permittee by either by force or otherwise (including, without limitation, self-help) and/or may bring summary proceedings to remove Permittee. Permittee hereby waives any right to counterclaim or setoff against Permitter or NYCEDC in such summary proceedings. In the event that Permittee abandons the Berth Site or permits the same to become vacant or temporarily vacant during the Period of this Use Permit, this Use Permit shall terminate upon the time and date of such abandonment or vacatur as fully and completely as if that were the time and date originally set in this Use Permit for such termination. Nothing herein contained shall be construed to prevent Permitter from maintaining an action for damages against Permittee by reason of such abandonment or vacate.

30. Termination; Expiration:

- (a) In addition to Permitter's right to terminate this Permit under Articles 3, 21, 25, 28 and 29 and notwithstanding any other provisions of this Use Permit, Permitter may terminate this Use Permit at will for any reason or no reason or at the request of the City, NYCEDC or the Port Authority at any time by giving Permittee not less than 30 days prior written notice, which may be by email or fax (or 24 hours prior notice in the event of an emergency).
- (b) Upon the Expiration Time, Permittee shall vacate the Berth Site and return possession thereof to Permitter in as good condition as at the commencement of this Permit and free and clear of all occupants, equipment, personal property, fixtures, debris and garbage. In the event that Permittee fails to do so, Permitter may move the Vessel to another Berth Site or Facility at the sole risk and expense of Permittee, may re-enter and repossess the Berth Site either by force or otherwise (including, without limitation, self- help) and/or may bring summary proceedings to remove Permittee and Permittee shall be liable for any and all damages (including, without limitation, costs to move the Vessel, costs to restore, clear and clean the Berth Site and any other portions of Berth Site, and, costs to remove any equipment, property, fixtures, debris and garbage) to Permitter resulting therefrom, including, without limitation, reasonable attorney's fees, and any other monies paid or incurred by Permitter, for service of process, marshal's fees, and all other costs incurred in summary proceedings and the like.
- (c) In the event that Permittee tenders any partial payments of the Charges, if any, to Permitter for a period subsequent to the Expiration Time, the same shall conclusively be deemed to be for use and occupancy of the Berth Site and shall under no circumstances be construed to create or revive any right on the part of Permittee to occupancy of the Berth Site.

- (d) In the event that Permittee leaves any of its property including, without limitation, trade fixtures, in or upon the Berth Site at the end of the Period, Permitter or NYCEDC (or the City, as applicable or the Port Authority) may, in its sole discretion, dispose of same and charge Permittee for the cost of such disposal, or keep the property as abandoned property.
 - (e) Permittee acknowledges agrees that it shall not be entitled to, and shall not bring any action or make any counterclaim for, any monetary damages or equitable relief in the event Permitter terminates this Use Permit in accordance with the provisions hereof.
31. Permitter's Consent: Whenever Permitter's consent is required under this Permit, such consent shall be prior consent, shall be in writing and shall be subject to such conditions as Permitter may, in its sole and absolute discretion, require.
32. Notices: All demands, notices, consents, approvals or orders shall be served either by personal service upon Permittee or by posting same in a conspicuous place upon the property or by ordinary first class mail addressed to Permittee at the address set forth in Article 1(b).
- Any notice from Permittee to Permitter shall be in writing, and sent by first class mail or personally delivered to the addresses and to the officials noted on the first page hereof. Notices given pursuant to this Article shall be deemed effective on the day after personal delivery or three days after mailing.
33. Noise Control:
- (a) Permittee shall comply with 24.201 et. seq. of the Administrative Code of the City of New York (the "Noise Control Code"). Permittee shall not permit or cause to be permitted, operated, conducted, constructed or manufactured on the Berth Site devices and activities which would cause a violation of the Noise Control Code.
 - (b) Any such devices and activities shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices or activities in accordance with the regulations issued by the Department of Environmental Protection of the City of New York, or its successor.
34. Entirety, Prior Understandings: No Oral Modification, Counterparts: This Use Permit states the entire and integrated agreement between Permitter and Permittee and supersedes all prior negotiations, representations and agreements, whether written or oral. This Use Permit may not be altered, modified or amended in any manner whatsoever except by a written instrument signed by Permitter and Permittee. This Permit may be signed in counterparts, each of which, when taken together, shall constitute one and the same agreement.
35. Captions: The captions are inserted for reference purposes only and in no way define,

limit or describe the scope or intent of this Use Permit, or affect this Use Permit in any way.

36. Survival: Any and all obligations and/or liabilities of Permittee under this Use Permit which accrue prior to the Expiration Time or which survive by the express terms of this Use Permit shall survive the expiration or termination of this Use Permit.
37. Security: Permittee is solely responsible for the security of the Berth Site and their operation and must coordinate these responsibilities with the other occupants, if any, located at the Facility to ensure the overall security of the Berth Site. Permittee agrees to cooperate with the Permitter to comply with any security measures and restrictions imposed by the U.S. Navy, U.S. Coast Guard, Department of Homeland Security, United States Customs and Border Protection, and all other governmental authorities.
38. Warranty: The undersigned signatory for Permittee, by signing this Use Permit, personally warrants that he or she has the power and authority to enter into this Use Permit agreement on behalf of Permittee and to bind Permittee and Vessel Owner (if different from Permittee) to the terms and conditions of this Use Permit.
39. Permitter's Right to Reduce Space: Notwithstanding any other provisions of this Permit, including, without limitation, Permitter reserves the right to temporarily or permanently take back all or any portion of the Berth Site or to reassign the Berth Site at the Facility during the term of the Use Permit for any purpose including, but not limited to, emergency, public interest, construction, storage, ingress, egress, docking of vessels, or at the request of the City, NYCEDC or Port Authority. If Permitter exercises such right, a pro-rata reduction in the Charge will be given to Permittee on a per square foot basis for the period of time during which Permitter has exercised such right. The duration of such reduction and amount of square footage taken shall be determined in the sole judgment of Permitter. In the event such action by Permitter shall significantly affect Permittee's operation of the Berth Site or at the reassigned Berth Site for the intended uses, upon reasonable determination by Permitter of such effect, Permittee may terminate the Use Permit upon no less than twenty-four (24) hours' notice to Permitter.
40. Fees, Charges & Taxes: Permittee shall be solely responsible for the payment of all fees, charges and taxes related to the Berth Site and to Permittee's operation in connection therewith, except for real property taxes.
41. Consequential Damages. In no event shall the Permitter, the City, NYCEDC or the Port Authority be responsible or liable for any special, indirect, punitive, or consequential loss or damages (including, without limitation, lost profits) of any kind whatsoever relating to this Permit irrespective of whether the Permitter, the City, NYCEDC or the Port Authority has been advised of the likelihood of such loss or damage and regardless of the form of action.

[Signature Page Follows]

In WITNESS WHEREOF, the undersigned parties have executed this Permit as of the _____ day of _____, 20____.

PERMITTOR:

BILLYBEY MARINA SERVICES, LLC

By: _____

Name: _____

Title: _____

Date: _____

PERMITTEE:

PORTSIDE NEW YORK

By: _____

Name: Carolina Salguero

Title: Executive Director

Date: 3/23/22

EXHIBIT A

Berth Site

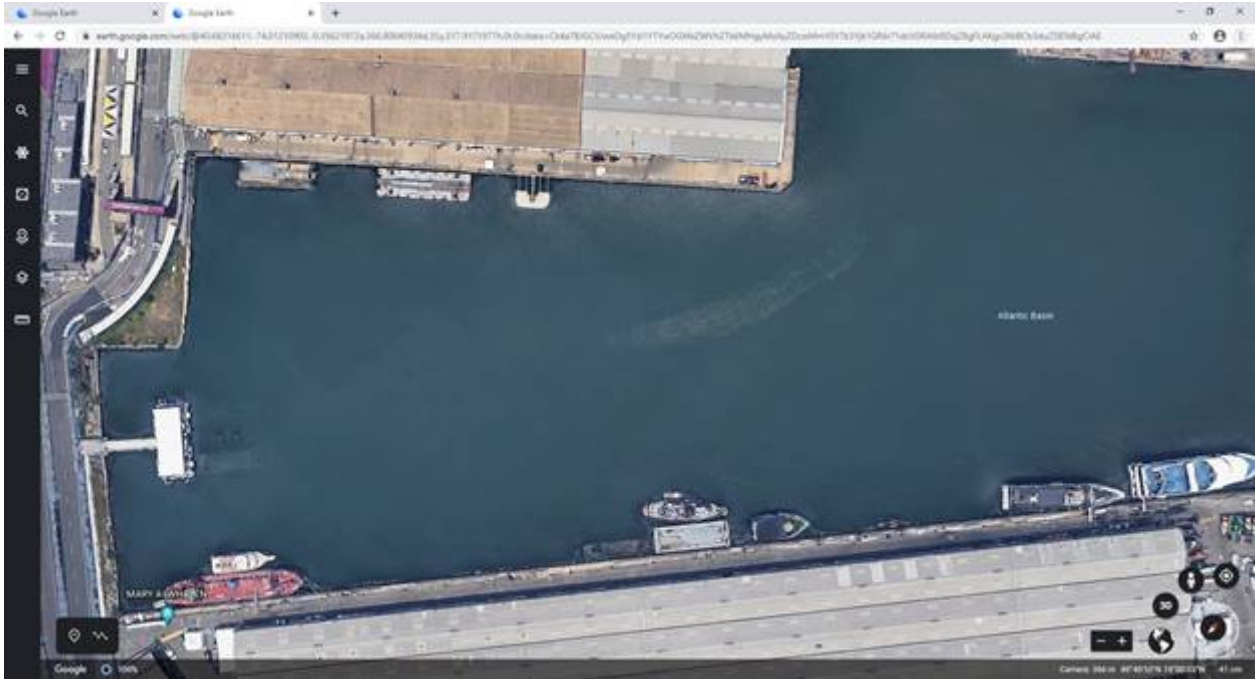


EXHIBIT B

Dock NYC Rules and Regulations

In the performance of its obligations hereunder and in the use of the Berth Area:

- (i) Permittee shall conduct its operations in an orderly, lawful and proper manner, so as not to annoy, disturb or be offensive to others near the Berth Area or at the Facility.
- (ii) The Permittee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it. As soon as reasonably possible, the Permittee shall remove the cause of any objection made by the Permitter relative to the demeanor, conduct or appearance of any of the employees of the Permittee or of any such others on the Berth Area with the consent of the Permittee.
- (iii) The Permittee shall not allow any garbage, debris or other waste materials (whether solid or liquid) to collect or accumulate on the Berth Area and the Permittee shall remove from the Berth Area and from the Facility all garbage, debris and other waste materials (whether solid or liquid) arising out of its operations hereunder. Any such material which may be temporarily stored shall be kept in suitable waste receptacles in a concealed location, the same to be made of metal and equipped with tight-fitting covers, and in any case to be designed and constructed to contain safely the waste material placed by the Permittee therein. Said receptacles shall be provided and maintained by the Permittee and shall be kept covered except when being filled or emptied.
- (iv) The Permittee shall take all reasonable measures to eliminate vibrations tending to damage the Berth Area or the Facility or any part thereof and Permittee shall not cause or permit to be caused or produced upon the Berth Area, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors or odors; and if there shall be any such occurrence, Permittee shall take proper measures to eliminate any such smoke, gas, vapor or odor.
- (v) The Permittee shall promptly raise and remove or cause to be raised and removed any and all objects of any kind, including Vessels or other floating structures and equipment (whether or not intended to be floating), owned or operated by the Permittee, or by a corporation, company or other organization or person associated, affiliated or connected with the Permittee or for which the Permittee, acts as agent, stevedore or terminal operator, (or of others going to or from the Berth Area on business with the Permittee), which shall have sunk, settled or become partially or wholly submerged at the Facility.
- (vi) Permittee shall not throw, discharge or deposit or knowingly permit to be thrown, discharged or deposited any cargo, refuse, ashes or any material whatsoever, into or upon the waters of or about the Berth Area.
- (vii) Permittee shall not do or permit to be done any act or thing at the Berth Area which shall create an inordinate risk of subjecting Permitter to any liability or responsibility for injury to any person or persons or damage to any property.

OPERATION GUIDELINES

- Absolutely no vehicles are allowed to park on the Pier 11 apron unless loading or unloading. Vehicles will be towed at the owner's expense for the following reasons:
 - Long term and unattended parking on apron
 - Fire lane violations
 - No standing zone violations
 - Overnight parking
 - Abandoned vehicles
- All tenants must park their vehicles in the designated area at the south end of Pier 11 shed.
 - Vehicles may only use the apron to load and discharge materials. Once finished, the vehicle must return to the designated parking area. Any vehicle found in violation of these rules will be towed at owner's expense and their parking privileges revoked.
- No materials are allowed to be stored on the Pier 11 string piece and all hazardous materials must be disposed in accordance with EPA regulations.
- All waste is to be discarded in the onsite container to the North of the Pier 11 Shed.

Exhibit C

Insurance

The insurance required pursuant to this Exhibit C may be provided by Permittee and/or the Vessel owner/operator as applicable, subject to Permitter's prior approval thereof.

(1) Commercial General Liability Insurance

A. The Permittee shall maintain Commercial General Liability insurance in the amount of at least Five Million Dollars (\$5,000,000) per occurrence.

In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Berth Site and such per-location aggregate shall be at least Five Million Dollars (\$5,000,000). This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the operations under this Permit. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001 or an alternative form that provides just as broad of coverage as ISO based policies, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability insurance shall name the Permitter, City of New York, NYCEDC, and the Port Authority, together with their respective officials and employees, as an Additional Insureds with coverage at least as broad as the most recent edition of ISO Form CG 2026 for ongoing and completed operations on a primary and noncontributory basis.

(2) Workers' Compensation, Employers Liability, and Disability Benefits Insurance

The Permittee shall maintain Workers' Compensation insurance, Employers Liability insurance, and Disability Benefits insurance on behalf of, or with regard to, all employees involved in the Permittee's operations under this Permit, and such insurance shall comply with the laws of the State of New York.

(3) United States Longshoremen's and Harbor Workers Act and/or Jones Act Insurance

With regard to all operations on, near or over navigable waters under this Permit, the Permittee shall maintain or cause to be maintained insurance in accordance with the United States Longshoremen's and Harbor Workers Act and/or the Jones Act on behalf of all qualifying employees involved in such operations.

(4) Business Automobile Liability Insurance

A. With regard to all operations under this Permit, the Permittee shall maintain or cause to be maintained Business Automobile Liability insurance in the amount of at least Two Million Dollars (\$2,000,000) (combined single limit) for liability arising out of the ownership,

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maintenance or use of any owned, non-owned or hired vehicles. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.

B. If any vehicles are used for transporting Hazardous Materials (as such term is defined hereafter), such owner of those vehicles will ensure the Business Automobile Liability insurance policy shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

C. If the Permittee does not own or lease any vehicles, compliance with this provision may be met via an endorsement under the GL policy for hired and non-owned exposures, if it meets all other requirements under this Section 4 in Exhibit C.

(5) Pollution Insurance

A. Pollution Legal Liability Insurance.

1. The Permittee shall maintain Pollution Legal Liability Insurance covering bodily injury, property damage, clean-up costs/remediation expenses and legal defense costs for new pollution conditions both on and off- site. If the Permittee's operations include loading, unloading or transportation of any waste or Hazardous Materials to or from the Berth Site, this insurance shall expressly include such activities and any non-owned facilities/sites utilized for the disposal of wastes or Hazardous Materials transported from the Berth Site. If the Berth Site contains any underground storage tank(s), this insurance shall expressly include such tanks.

2. This insurance shall have a limit of at least One Million Dollars (\$1,000,000), except in the case of private passenger vessels, who shall have a limit of at least Two Hundred and Fifty Thousand Dollars (\$250,000), and provide coverage for the Permittee as Named Insured and the Permitter, the City, NYCEDC and the Port Authority, together with their respective officials and employees, as Additional Insureds. Coverage for the Permitter, the City, NYCEDC and Port Authority shall be at least as broad as the Permittee's. This insurance shall have a retroactive date on or before the effective date of this Permit, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years after the expiration or termination of this Permit.

B. Contractors Pollution Liability Insurance.

1. In the event the Permittee enters into a contract with another that involves abatement, removal, repair, replacement, enclosure, encapsulation and/or delivery, receipt, or disposal of any petroleum products, asbestos, lead, PCBs or any other Hazardous Materials or other regulated substances, the Permittee shall maintain, or cause the contractor to maintain, Contractors Pollution Liability Insurance covering bodily injury, property damage, cleanup costs/remediation expenses and legal defense costs. Such insurance shall provide coverage for sudden and non-sudden pollution conditions arising out of the contractor's operations at the Berth Site.

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2. If required, the Contractors Pollution Liability Insurance shall each have a limit of at least Five Million Dollars (\$5,000,000), and provide coverage for the Permittee as Named Insured or Additional Insured and the Permitter, the City, NYCEDC and the Port Authority, together with their respective officials and employees, as Additional Insureds. Coverage for the City and NYCEDC shall be at least as broad as the Permittee's. If this insurance is issued on a claims-made basis, such policy or policies shall have a retroactive date on or before the beginning of the contractor's work, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years after the termination of such work.

(6) Marine Insurance

A. Marine Protection and Indemnity Insurance. With regard to all marine vessels involved in operations under this Permit, the Permittee shall maintain or cause to be maintained Marine Protection and Indemnity insurance with coverage at least as broad as policy form SP-23. Coverage shall include bodily injury and property damage arising from marine operations under this Permit, including injury or death of crew members (if not fully provided through other insurance), wreck removal damage to piers, wharves and other fixed or movable structures and loss of or damage to any other vessel or craft, or to property on such other vessel or craft, not caused by collision. Any Other than Owner exclusion shall be removed. A dock extension clause shall be included under this policy. Such insurance shall name the Permitter, the City, NYCEDC and the Port Authority, including their respective officials and employees, as Additional Insureds and have a limit of at least (i) Twenty-Five Million Dollars (\$25,000,000) in the case of commercial passenger vessel, (ii) Ten Million Dollars (\$10,000,000) in the case of a commercial passenger vessel the Use of which at the Facility is limited to crew access only and in the case of barges and (iii) Two Million Dollars (\$2,000,000) in the case of private passenger vessels, in each case on a per occurrence basis.

B. Marine Pollution Liability Insurance. With regard to all marine vessels involved in operations under this Permit, the Permittee shall maintain or cause to be maintained Marine Pollution Liability insurance for liability arising from the discharge or substantial threat of a discharge of oil, or from the release or threatened release of a Hazardous Materials including injury to, or economic losses resulting from, the destruction of or damage to real property, personal property or natural resources. Coverage shall be at least as broad as that provided by the most recent Water Quality Insurance Syndicate Form. Such insurance shall name the Permitter, the City, NYCEDC and the Port Authority, including their respective officials and employees, as Additional Insureds, and have a limit of at least Five Million Dollars (\$5,000,000) per occurrence, except private passenger vessels must maintain at least One Million Dollars (\$1,000,000) per occurrence. Any vessel that carries oil, petroleum or any other chemicals shall maintain at least Ten Million Dollars (\$10,000,000).

(7) Liquor Liability

For any vessel that serves alcohol, a standalone liquor liability policy must be procured with a limit of at least Two Million Dollars (\$2,000,000).

(8) **Tankerman's Legal Liability**

Should any liquid transfers (fueling or ship to ship cargo transfer) occur, then Tankerman's legal liability coverage shall me be maintained in an amount not less than Two Million Dollars (\$2,000,000).

(9) **General Requirements for Insurance Coverage and Policies**

A. Policies of insurance required under this Article shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Commissioner.

B. The Operator may request approval from NYCEDC, any such approval to be granted in NYCEDC's reasonable discretion, to satisfy the Protection and Indemnity insurance coverage requirements set forth hereunder with a policy issued by Protection and Indemnity mutual underwriting association ("Club") that is an International Group agreement participating insurer. Any such request shall include a copy of the rules governing the Club as well as a draft Certificate of Entry.

C. Policies of insurance required under this Article shall be primary and non-contributing to any insurance or self-insurance maintained by the City or the Port Authority.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. The Permittee shall ensure that any such self-insurance program provides the Permittor, the City, NYCEDC and the Port Authority with all rights that would be provided by traditional insurance under this Article, including but not limited the defense and indemnification obligations that insurers are required to undertake in liability policies.

E. Intentionally Omitted.

F. All required policies, except for Workers' Compensation insurance, Employers Liability insurance, Disability Benefits insurance, and United States Longshoremen's and Harbor Workers Act and/or the Jones Act insurance, shall contain an endorsement requiring that the issuing insurance company endeavor to provide the Permittor with advance written notice in the event such policy is to expire or be cancelled or terminated for any reason, and to mail such notice to Permittor. Such notice is to be sent at least (30) days before the expiration, cancellation or termination date, except in cases of non-payment, where at least ten (10) days written notice would be provided.

G. All required policies, shall include a written waiver of the right of subrogation with respect to all required Additional Insureds under this agreement.

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(10) **Proof of Insurance**

A. Certificates of Insurance for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to or upon execution of this Permit.

B. For Workers' Compensation, Employers Liability Insurance, Disability Benefits, and United States Longshoremen's and Harbor Workers Act and/or the Jones Act insurance policies, the Permittee shall submit one of the following:

1. C-105.2 Certificate of Worker's Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or
5. Other proof of insurance in a form acceptable to Permitter. ACORD forms are not acceptable proof of workers' compensation coverage.

C. For all insurance required under this Article other than Workers Compensation, Employers Liability, Disability Benefits and United States Longshoremen's and Harbor Workers Act and/or the Jones Act insurance, the Permittee shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall (a) certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) be accompanied by the provision(s) or endorsement(s) in the Permittee's policy/ies (including its general liability policy) by which the Permitter, the City, NYCEDC and/or the Port Authority has been made an additional insured or loss payee, as required herein.

D. Certificates of Insurance confirming renewals of insurance shall be submitted to the Permitter prior to the expiration date of coverage of all policies required under this Permit. Such Certificates of Insurance shall comply with subsections (B) and (C) directly above.

E. Acceptance or approval by the Permitter of a Certificate of Insurance or any other matter does not waive Permittee's obligation to ensure that insurance fully consistent with the requirements of this Article is secured and maintained, nor does it waive Permittee's liability for its failure to do so.

(11) **Miscellaneous**

A. For purposes of this Exhibit C, "Hazardous Materials" shall have the meaning set

forth in Section 8 (1) (D) of this Permit.

B. The Permittee may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein. All umbrella and/or excess policies shall be on a follow form basis, shall ensure the Additional Insureds are separately included as additional insureds on each policy and that limits are exhausted on a vertical basis. Waivers of subrogation in favor of the Additional Insureds shall be included on each umbrella and/or excess policy utilized.

C. The Permittee shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which it is subject, whether or not the Permitter, the City, NYCEDC and/or the Port Authority is an additional insured under the policy.

D. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, the Permittee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Permit (including notice to Commercial General Liability insurance carriers for events relating to the Permittee's own employees) no later than 20 days after such event. For any policy where the Permitter is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of Billybey Marina Services, LLC as Insured as well as Named Insured." For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." For any policy where NYCEDC is an Additional Insured such notice shall expressly specify that "this notice is being given on behalf of the NYCEDC as Insured as well as the Named Insured." For any policy where the Port Authority is an Additional Insured such notice shall expressly specify that "this notice is being given on behalf of the Port Authority of New York and New Jersey as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Permittee shall simultaneously send a copy of such notice to New York City Economic Development Corporation, One Liberty Plaza, 14th Floor Mail Room New York, New York 10006, Attn: SVP Asset Management, with a copy to the attention of General Counsel at the same address and to the Port Authority of NY and NJ, 90 Columbia Street, Brooklyn, NY 11201, Attn: Michael J. Deveney.

E. The Permittee's failure to secure and maintain insurance in complete conformity with this Article, or to give the insurance carrier timely notice on behalf of the Permitter, the City, NYCEDC, or the Port Authority or to do anything else required by this Article shall constitute a material breach of this Permit.

F. Insurance coverage in the minimum amounts provided for in this Article shall not relieve the Permittee of any liability under this Permit, nor shall it preclude the Permitter, the City, NYCEDC, or Port Authority from exercising any rights or taking such other actions as are available to it under any other provisions of this Permit or the law.

G. In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article, the Permittee shall at all times fully cooperate with the Permitter, the City, NYCEDC and the Port Authority with regard to such potential or actual claim.

H. The Permittee waives all rights against the Permitter, the City, NYCEDC, and the Port Authority including their respective officials and employees, for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Permittee and/or its employees, agents, or servants of its contractors or subcontractors.

I. In the event the Permittee requires any entity, by contract or otherwise, to procure insurance with regard to any operations under this Permit and requires such entity to name the Permittee as an additional insured under such insurance, the Permittee shall ensure that such entity also name the Permitter, the City, Port Authority, NYCEDC, including their respective officials and employees, as an additional insured with coverage at least as broad as ISO form CG 20 26 and CG 20 37.

J. In the event the Permittee receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, the Permittee shall immediately forward a copy of such notice to Billybey Marina Services, LLC, 4800 Avenue at Port Imperial, Weehawken, New Jersey 07085, Attn: Donald Liloia, to New York City Economic Development Corporation One Liberty Plaza, 14 Floor Mailroom, New York, New York 10006 attn: SVP Asset Management, with a copy sent to General Counsel at the same address and to the Port Authority of New York and New Jersey, 90 Columbia Street, Brooklyn, New York, New York 11201, Attn: Michael J. Deveney. Notwithstanding the foregoing, the Permittee shall ensure that there is no interruption in any of the insurance coverage required under this Article.

K. The following immunity clause must be endorsed on Permittee's insurance policy and stated on its Certificate of Insurance: The insurer shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority. (Applicable to Atlantic Basin Berth Sites Only)

Exhibit C-1

Cold Layup Insurance Rider

Each Permittee that is a tour and/or dinner boat operator, in cold lay-up (without crew), shall be allowed to insure their vessels on a Port Risk basis and to reduce the limits of insurance they are required to maintain to \$1,000,000 per occurrence for the following lines of insurance:

- Protection & Indemnity, including Wreck Removal
- General Liability
- Vessel Pollution Liability, and
- Automobile Liability Insurance

Cold layup conditions notwithstanding, said Permittees are not permitted to maintain Protection & Indemnity Insurance “excluding crew”, and shall be subject to a “Watchman Warranty” requiring regular, scheduled inspections of the vessels, including inspection of bilges. In the instance where a vessel is in lay-up, but with crew on board performing maintenance or other ancillary activities on the vessel, the Permittee shall maintain a Protection & Indemnity Insurance limit of insurance of \$2,000,000 per occurrence.

All other insurance requirements pursuant to the Permit shall remain unchanged.

Exhibit D

Slip Assignment

Exhibit E

Vessel Documentation

Exhibit F

Assessments

BERTH SITE PERMITTEE- ASSESSMENTS TABLE

Category	Assessment Description	Assessment Amount (\$) 1st Occurrence	Assessment Amount (\$) 2nd Occurrence
Life Safety	Disorderly behavior – fighting/ assault that results in 911 notification	\$250 first occurrence	\$1,000 second occurrence
Life Safety	Disorderly behavior – Failure to implement crowd control techniques at Berth Site or onboard Vessel	\$250 first occurrence	\$500 second occurrence
Environmental	Failure to report dumping of garbage or waste refuse into the waterway resulting from vessel operations at the Berth Site	\$1,000 first occurrence or equal to any amount fined to NYCEDC, whichever is greater	\$2,000 second occurrence or equal to any amount fined to Berth Site Owner, whichever is greater
Environmental	Failure to report release of Hazardous material into the waterway from resulting from vessel operations at the Berth Site	\$1,000 first occurrence or equal to any amount fined to NYCEDC, whichever is greater	\$2,000 second occurrence or equal to any amount fined to Berth Site Owner, whichever is greater
Environmental	Failure to report discharge of oil/fuel into the waterway resulting from vessel operations at the Berth Site	\$1,000 first occurrence or equal to any amount fined to NYCEDC, whichever is greater	\$2,000 second occurrence or equal to any amount fined to Berth Site Owner, whichever is greater
Environmental	Failure to remove sunken and or abandoned vessel	\$500 first occurrence	\$1,000 second occurrence
Quality of Life	Disorderly behavior – unreasonable noise from vessel within ½ mile of Berth Site	\$250 first occurrence	\$500 second occurrence
Administrative	Operating without a Berthing Permit	\$1,000 first occurrence	\$5,000 second occurrence
Administrative	Failure to comply with conditions of Berthing Permit	\$500 first occurrence	\$1,000 second occurrence
Administrative	Failure to timely report an incident (within Two (2) hours of occurrence)	\$250 first occurrence	\$500 second occurrence
Administrative	Operating not in accordance with approved ticketing plan	\$2,500 first occurrence	Permit Termination