

**From:** edixon@NYBusinessCounsel.com  
**Sent:** Sunday, November 11, 2012 11:19 PM  
**To:** Duffy, Daniel  
**Cc:** Torres Rojas, Genara; Van Duyne, Sheree  
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Eric  
Last Name: Dixon  
Company: Eric Dixon LLC  
Mailing Address 1: 116 West 23rd Street  
Mailing Address 2: Suite 5-189  
City: New York  
State: NY  
Zip Code: 10011  
Email Address: [edixon@NYBusinessCounsel.com](mailto:edixon@NYBusinessCounsel.com)  
Phone: 917-696-2442  
Required copies of the records: Yes

List of specific record(s):

Requesting all correspondence, reports, resolutions, minutes of meetings, e-mail messages or any other written material dealing with or relating to the consideration of or decision by the Port Authority of New York New Jersey to make any grant or other financial award to Union City, NJ between January 1, 2010 and November 9, 2012. Please contact me at 917-696-2442 when you can estimate the volume of possibly relevant documents so we can agree on what is responsive and to arrange for payment and delivery thereof. Preferred access: copied/printed material. Preferred medium: e-mail and PDF attachments. Inspection or examination capabilities welcomed in lieu of e-mail delivery.

**THE PORT AUTHORITY OF NY & NJ**

*FOI Administrator*

January 17, 2013

Mr. Eric Dixon  
Eric Dixon LLC  
116 West 23rd Street  
New York, NY 10011

Re: Freedom of Information Reference No. 13566

Dear Mr. Dixon:

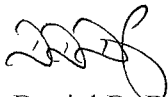
This is a response to your November 11, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of correspondence, reports, resolutions, minutes of meetings and e-mail messages related to the consideration of or decision by the Port Authority to make any grant or other financial award to Union City, NJ between 1/1/10 and 11/9/12.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13566-O.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (5) of the Code.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy  
FOI Administrator



**THE PORT AUTHORITY OF NY & NJ**

*Darrell Buchbinder, General Counsel  
Christopher M. Hartwyk, First Deputy General Counsel*

October 29, 2010

VIA FEDERAL EXPRESS

Sheri K. Siegelbaum, Esq.  
Counsel  
Scarinci Hollenbeck  
1100 Valley Brook Avenue  
P.O. Box 790  
Lyndhurst, New Jersey 07071-0790

Re: Agreement between the Port Authority and City of Union City

Dear Ms. Siegelbaum:

I have enclosed one fully executed original of the agreement between The Port Authority of New York and New Jersey (the "Port Authority") and the City of Union City (the "City"), pursuant to which the Port Authority is to provide the City with \$500,000 toward the cost of the City's initiative to undertake improvements to 30<sup>th</sup> Street and 31<sup>st</sup> Street in Union City, which serve as approach roadways for the Lincoln Tunnel.

The Port Authority's Chief Financial Officer, Mr. A. Paul Blanco, who is duly authorized, has executed the agreement for the Port Authority. The remaining two originals of the agreement are being retained in the files of the Port Authority.

If you have any questions regarding the agreement, please contact me.

Sincerely,

Stephen Marinko, Esq.

Enclosure

AGREEMENT BETWEEN THE PORT AUTHORITY AND CITY OF UNION CITY

THIS AGREEMENT, made as of the 28<sup>th</sup> day of October, 2010 between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States, having its principal office at 225 Park Avenue South, New York, New York 10003, hereinafter referred to as the "Port Authority," and the CITY OF UNION CITY, a municipality of the State of New Jersey, County of Hudson, with its municipal offices located at City Hall, 3715 Palisade Avenue, Union City, New Jersey 07087, hereinafter referred to as the "City";

WITNESSETH:

WHEREAS, the Lincoln Tunnel, which was constructed by the Port Authority and joins the Township of Weehawken, New Jersey with midtown Manhattan, is a critical link in the New York-New Jersey transportation system; and

WHEREAS, Union City is located in close proximity to the New Jersey entrance of the Lincoln Tunnel at Route 495 in Weehawken, with Route 495 traversing Union City and many of Union City's roadways serving as approach roads to Route 495 and the Lincoln Tunnel; and

WHEREAS, 30<sup>th</sup> Street and 31<sup>st</sup> Street in Union City run parallel to Route 495 in the vicinity of the Lincoln Tunnel, and many vehicles use those roadways while traveling to or from the Tunnel; and

WHEREAS, the roadway surfaces of 30<sup>th</sup> Street and 31<sup>st</sup> Street, the curbs and sidewalks adjacent to those streets and the street lighting along those streets are in need of improvement, and the City is pursuing an initiative to undertake improvements to the roadway surfaces, curbing, sidewalks and street lighting on 30<sup>th</sup> and 31<sup>st</sup> Streets; and

WHEREAS, the Board of Commissioners of the Port Authority, at its meeting of October 22, 2009, adopted a Resolution authorizing the Executive Director of the Port Authority to enter into agreements with appropriate entities as may be necessary to effectuate, consistent with existing legislation and agreements with the holders of the Port Authority's obligations, projects designated by the Governor of the State of New Jersey in the New Jersey portion of the Port District in connection with the allocation of the remaining \$2.2 million of funds for previously authorized commitments for projects and initiatives in the State of New Jersey; and

WHEREAS, in January 2010, Governor Jon S. Corzine of New Jersey requested that the Port Authority provide \$500,000 from such authorization toward the City's initiative to undertake improvements to 30<sup>th</sup> Street and 31<sup>st</sup> Street in the vicinity of the Lincoln Tunnel; and

WHEREAS, the Port Authority has agreed to provide the City with funding, pursuant to the above-mentioned authorization and under the terms of this Agreement, in the amount of \$500,000, toward the City's costs in connection with its initiative to undertake improvements to 30<sup>th</sup> Street and 31<sup>st</sup> Street,

NOW, THEREFORE, the Port Authority and the City hereby agree as follows:

#### SECTION A – DEFINITION OF PROJECT

The "Project," as used in this Agreement, shall refer to the design and construction of a series of improvements to 30<sup>th</sup> Street and 31<sup>st</sup> Street in Union City, which is to include replacing the curbing and sidewalks, reconstructing the roadway, milling and resurfacing the roadway, replacing existing traffic markings and striping, restoring the existing street lighting network along the roadways, and planting shade trees along the roadways.

#### SECTION B – PAYMENTS BY THE PORT AUTHORITY TO THE CITY

The Port Authority's sole responsibility under this Agreement in connection with the Project shall be to allocate and make available to the City, as subsequently requested in properly drawn invoices, up to \$500,000 toward the City's expenditures in connection with the Project.

Payment of funds by the Port Authority to the City in connection with this Agreement shall take place as follows: Upon receipt by the Port Authority of a certified contractor's invoice demonstrating expenditures incurred by the City in connection with the Project, and after verifying the accuracy and appropriateness of the invoice, the Port Authority will reimburse the City for its expenditures in the amount of the invoice within 30 days of the Port Authority's receipt of the invoice. However, there shall be no reimbursement for any internal costs that may be incurred by the City in connection with the Project.

If the Port Authority questions or disputes a charge or charges on an invoice for which payment was made, and it is determined through the dispute resolution procedures provided for in Section F of this Agreement that the City is required to reimburse the Port Authority for the disputed charge(s), the Port Authority will deduct such amount from its future reimbursement to the City, or the City will reimburse the Port Authority within 30 days of the City's receipt of notification of the resolution of the dispute.

#### SECTION C – REPORTING REQUIREMENTS

At the request of the Port Authority, the City shall provide reports, schedules, etc. with respect to utilization of the funds provided by the Port Authority and any other related information that the Port Authority may reasonably request. The Port Authority may, upon reasonable notice, during regular business hours, examine all records of the City relating to any project or contracts financed pursuant to the terms and conditions of this Agreement.

## SECTION D – NO PORT AUTHORITY LIABILITY

The Port Authority shall have no responsibility of any kind under or in connection with the Project or any agreement or contract utilizing funds provided under this Agreement. Without limiting the generality of the foregoing, the Port Authority shall have no responsibility for the design, effectuation, maintenance, ongoing operation or any other aspect (including all environmental matters) of the Project or any contract entered into in connection with the Project. Between the Port Authority and the City, the City hereby assumes the following risks, whether or not they arise from acts or omissions of the City: all risks of loss or damage to property or injury to or death of persons, and risks of other damages, to whomsoever occurring, arising out of or in any way connected with or related to the Project, including, without limitation, the design, effectuation, maintenance, operation or any other aspect (including all environmental matters) of the Project. The Port Authority shall have no responsibility for providing any monies for the Project except as provided in this Agreement.

## SECTION E – INDEMNIFICATION OF THE PORT AUTHORITY

The City hereby agrees to assume all risk of loss or damage to property or injury to or death of persons, and the risk of all other claims, arising out of or in any way connected with or related to the Project, and to indemnify and save harmless the Port Authority, its successors, Commissioners, officers, agents, and employees, and each of them, from and against claims, suits, and demands, including the costs of legal defense arising therefrom, for any such injury, death, loss, damage, or other claim, whether said claims, suits or demands are just or unjust, fraudulent or not, and irrespective of whether such risks are beyond the control of the City.

The City, in indemnifying the Port Authority, shall, if so requested by the Port Authority, defend against such claims at no cost and expense to the Port Authority, in which event the City shall not, without obtaining express advance written permission from General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the Port Authority, the immunity of the Port Authority, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

## SECTION F – GENERAL

1. By execution, delivery, and performance of this Agreement, each party represents to the other that it has been duly authorized by all requisite action on the part of the Port Authority and the City, respectively. This Agreement constitutes the legal, valid, and binding obligation of the parties hereto.

2. Without limiting the generality of Section D hereof, it is expressly understood and agreed that the Port Authority has not reviewed, and shall not review, any plans, specifications, drawings, or other similar documents relating to the work performed or to be performed in connection with the effectuation of the Project or any agreement entered into in connection with or relating in any way to the Project.

3. No payment, approval, failure to approve or make payment, act, or omission to act on the part of either the Port Authority or the City shall preclude either party from subsequently asserting that any payment, approval, or act on its part was incorrect and requesting an adjustment to remedy same or seeking all remedies allowed by law.

4. All disagreements under this Agreement shall be submitted to the Executive Director of the Port Authority and the Mayor of the City for their review and decision, which decision shall be binding upon the parties. In the event that the Executive Director of the Port Authority and the Mayor of the City shall disagree, then either party may seek all legal or equitable remedies in the Superior Court of New Jersey to the extent permitted by law.

5. Notices and any communications under this Agreement shall be in writing and sent by certified mail, return receipt requested, and shall be directed as follows, or to such other address as the party receiving such notice shall have previously specified by notice to the party sending such notice:

(1) if to the Port Authority:

The Port Authority of New York and New Jersey  
One Madison Avenue – 5<sup>th</sup> Floor  
New York, New York 10010  
Attn: Claudia Dickey, Assistant Director, Management and Budget  
Department

(2) if to the City:

City of Union City  
Office of CITY CLERK  
3715 Palisade Avenue  
Union City, New Jersey 07087  
Attn: WILLIAM SERANDE

6. This Agreement shall not be construed to create any rights on behalf of any party other than the Port Authority and the City. Neither this Agreement nor any rights or duties may be assigned or delegated by either party hereto without the written consent of the other party, and any such purported assignment or delegation shall be null and void and of no force or effect.

7. (a) No Commissioner, officer, agent, or employee of the Port Authority shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

(b) No official, agent or employee of the City shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

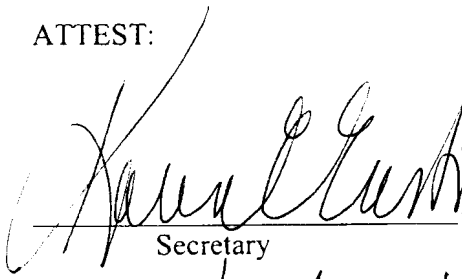
8. If any provision of this Agreement shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it this Agreement would not have been made by the parties, it shall not be deemed to form a part hereof but the balance of this Agreement shall remain in full force and effect.

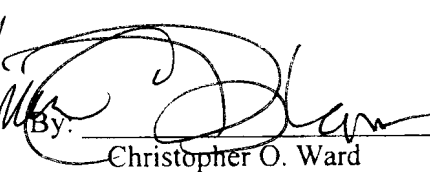
9. The entire agreement between the parties is contained herein, and no change in or modification, termination, or discharge of this Agreement shall be effective unless in writing and signed by both parties.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to choice of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed, sealed and attested as of the date, year and month first mentioned above.

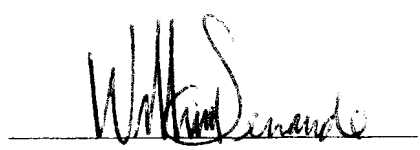
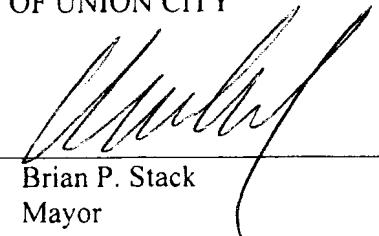
ATTEST: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

  
Secretary

By:   
Christopher O. Ward  
Executive Director

DATE: 10/28/10 *to R*

ATTEST: CITY OF UNION CITY

  
By:   
Brian P. Stack  
Mayor

DATE: 9/28/10