FOI #14087

NRDC
THE EARTH'S BEST DEFENSE

NATURAL RESOURCES DEFENSE COUNCIL

June 25, 2013

*Via facsimile*

Attention: FOI Administrator
Secretary, The Port Authority of New York and New Jersey
225 Park Avenue South, 17th Floor,
New York, NY 10003
Facsimile: (212) 435-7555

Re: Request for records under the Freedom of Information Code

Dear Secretary:

On behalf of the Natural Resources Defense Council, we request the following records pursuant to the Port Authority of New York and New Jersey's Freedom of Information Code.

1. All records related to the Port Authority of New York & New Jersey's ("Port") application to the U.S. Coast Guard (Docket # USCG-2012-1091) for a permit amendment (the "Permit") for the Bayonne Bridge Navigational Clearance Program (the "Project), including but not limited to:

    a. The Permit application for the Project.
    b. The Permit Amendment granted to the Port for the Project.
    c. Records relating to the Final Environmental Assessment for the Project, including but not limited to:
        i. data relating to the purpose and need for the Project;
        ii. the "no action alternative;"
        iii. the impact of the Permit on air quality, induced growth, hazardous contaminants on, in or near the properties where construction of the project will occur, environmental justice, and/or cumulative impacts, as defined under the National Environmental Policy Act;

    d. Studies, reports and models relied upon in the Final Environmental Assessment for the Project.

    e. All correspondence relating to the Permit Amendment, including but not limited to correspondence between the Port and the U.S. Coast Guard.

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f. All consulting contracts, scope of work, or other documents relating to the performance of any environmental analysis related to the Permit or Project.

2. All records relating the construction schedule for the raising of the Bayonne Bridge, including but not limited to, records related to when soil disturbance, excavation, demolition, removal of approach structures, and pier construction may occur.

We understand that some of the documents that are responsive to this request are available online at http://www.regulations.gov/#!docketDetail;D=USCG-2012-1091 (the regulations.gov website). Such documents include the Final Environmental Assessment ("FEA") for the Project and appendices to the FEA. Accordingly, the Port may exclude from its records production the FEA, the FEA's appendices, public comments submitted to the Coast Guard on the draft Environmental Assessment, and any other records already publicly accessible at the aforementioned website.

Sincerely,

Melissa Lin Perrella
Senior Attorney

THE PORT AUTHORITY OF NY & NJ

*FOI Administrator*

November 27, 2013

Ms. Melissa Lin Perrella
Natural Resources Defense Council
1314 Second Street
Santa Monica, CA 90401

Re: Freedom of Information Reference No. 14087

Dear Ms. Perrella:

This is in response to your June 25, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of the Port Authority's application to the U.S. Coast Guard (Docket #USCG-2012-1091), the permit amendment for the Bayonne Bridge Navigational Clearance Program and copies of consulting contracts, scope of work, or other documents related to the performance of the environmental analysis related to the Permit or Project.

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/14087-O.pdf. Paper copies of the available records are available upon request.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

*225 Park Avenue South, 17th Floor*
*New York, NY 10003*
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# Bayonne Bridge Navigational Clearance Program
# USCG Bridge Permit Application

**Prepared for:**
**Port Authority of New York & New Jersey**

**Prepared by:**
**HDR/PB, a Joint Venture**

**December 2012**

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This permit application is hereby made by the Port Authority of New York & New Jersey (PANYNJ) for the Bayonne Bridge Navigational Clearance Program (BBNCP). The Bayonne Bridge spans the Kill Van Kull, a tidal strait separating New York and New Jersey that serves as the gateway to the western portion of the Port of New York & New Jersey at the Elizabeth and Newark container ports. The main span bridge is a steel arch bridge that carries four traffic lanes. The arch span is 1,652 feet while the entire length of the structure, including the approach structures, is approximately 6,974 feet long. Its arch rises to a height of 325 feet above the Kill Van Kull, and the low steel of the bridge is approximately 151 feet above the Kill Van Kull at Mean High Water (MHW). The proposed project would increase the vertical clearance to 215 feet above MHW and would meet the height requirements for Post-Panamax vessels. In addition, the proposed project would improve substandard traffic features and upgrade the bridge to current seismic and structural codes. The current schedule indicates the start of construction in June 2013, with completion of all construction in March 2017.

## A. Applicant Information

Port Authority of New York & New Jersey
Attn: Marc Helman
2 Gateway Center, 14th Floor
Newark, New Jersey 07102
(973) 565-7564
mhelman@panynj.gov

## B. Proposed Project

1) *Lead federal agency for environmental review:* The lead federal agency for environmental review is the United States Coast Guard.

2) *Name of the waterway that the bridge crosses:* The Bayonne Bridge spans the Kill Van Kull, a tidal strait separating the Borough of Staten Island, New York from the City of Bayonne, New Jersey.

3) *Number of miles above the mouth of the waterway where the bridge is located and provide latitude and longitude at centerline of navigation channel:* The Bayonne Bridge is located at River Mile 1.5 (2.41 kilometers) at N 40°38'31.5", W 74°8'31.7", as measured at the centerline of the navigation channel.

4) *City or town, county, and state where the bridge is located at, near, or between*: The Bayonne Bridge is located between the City of Bayonne, Hudson County, New Jersey and the Borough of Staten Island, Richmond County, New York.

5) *Brief description of project to include type of bridge proposed and existing bridge at project site, if applicable:* The Bayonne Bridge opened to traffic in 1931 and was designed by Othmar Ammann and Cass Gilbert. The Bayonne Bridge consists of a steel arch span that carries four traffic lanes as well as a pedestrian walkway across the Kill Van Kull and steel girder approach

spans. The arch span is approximately 1,652 feet long and with the approach structures, the entire length of the existing structure is 6,974 feet. The project will extend the entire structure to a length of 7,155 feet with the arch span remaining unchanged. The arch rises to a height of 325 feet above the Kill Van Kull, and the low steel elevation of the bridge is approximately 151 feet above the Kill Van Kull at MHW.[1] The Bayonne Bridge carries Route 440 over the Kill Van Kull between Bayonne, NJ and Staten Island, NY. Route 440 is a New York and New Jersey State highway that runs from Interstate 278 in Edison, NJ through Staten Island, NY, culminating at Routes 1 & 9 in Jersey City, NJ. It is a north-south freeway (Dr. Martin Luther King, Jr. Expressway) through Staten Island and links the Bayonne Bridge and Outerbridge Crossing. Approximately 1,500 and 2,200 vehicles cross the bridge in the AM and PM peak hours, respectively, at average travel speeds of 50 miles per hour. The bridge carried approximately 7 million vehicles in 2010.

The Kill Van Kull is a primary shipping channel of the Port of New York & New Jersey. It provides access between Lower New York Harbor and two of the Port's four cargo facilities—Port Newark-Elizabeth Marine Terminal and Howland Hook Marine Terminal. Port Newark-Elizabeth Marine Terminal complex is the largest and busiest cargo facility in the Port of New York & New Jersey. In 2010, more than 2,085 vessels and more than 4.86 million twenty-foot equivalent units (TEUs) passed beneath the Bayonne Bridge en route to and from these terminals. Alternate access is not possible via the Arthur Kill due to the restrictions of the Arthur Kill Vertical Lift Bridge between Elizabethport, NJ and Howland Hook Marine Terminal on Staten Island, NY.

Although the Bridge is vital to the region, it currently does not meet modern highway safety and seismic design standards. Similarly, the limited vertical clearance of the Bayonne Bridge threatens the long-term economic efficiency and sustainability of the Port of New York and New Jersey as there has been a worldwide trend to increase the carrying capacity of cargo vessels based on the expanded width of the Panama Canal.

The proposed project would result in being able to accommodate the larger shipping vessels, commonly referred to as Post-Panamax vessels, as well as bring the bridge up to American Association of State Highway and Transportation Officials (AASHTO) design standards. The proposed bridge will remain an arch span bridge but navigational vertical clearance will be increased to 215 feet at MHW to accommodate the Post-Panamax vessels. AASHTO recommends 12-foot travel lanes with a full shoulder and the existing Bayonne Bridge operates with four, 10-foot traffic lanes and has no shoulders. The proposed project would increase the width of the bridge's arch span roadway from 40 to 67.5 feet. The deck would consist of four, 12-foot travel lanes (two lanes in each direction), a 6-foot median with a separation barrier, and outside shoulders of 4'-9" including a safety barrier. A 12-foot-wide, shared-use (pedestrian and bicycle) path would be provided along the eastside of the northbound lanes on the outside of the arch. The total width of the bridge deck, including the shared-use path on the arch structure, would be about 97 feet. The proposed project would increase the grade of the approach spans to

[1] EA: Chapter 1

a 4.85% slope in New Jersey and 5.0% in New York to meet the higher road deck elevation of the arch bridge. The Bayonne approach would begin just north of 7th Street, and the Staten Island approach would begin at Dixon Avenue. Both approaches would meet the existing arch abutments at the shoreline although at a higher elevation. The approach roadways would be widened from 40 feet to 90 feet to allow for the upgrade to modern roadway design standards. Acceleration and deceleration lanes would be located at the landings in Bayonne and Staten Island thereby providing a maximum approximate width of 115 feet. A recent report prepared for the Bayonne Bridge indicated that the existing 80 year old Bayonne Bridge piers need to be retrofitted to meet AASHTO seismic design standards. The proposed project would include demolition of the existing approach roadway piers and construction of new ones built to support the new approach roadway at the higher elevation. The existing approach structure consists of two steel longitudinal girders that support steel floorbeams and stringers which in turn support a concrete deck slab. The proposed approach structure type is precast segmental concrete box girders (one per direction of traffic) supported on concrete piers.

6) *Purpose and need of project:* With the advent of the widened Panama Canal, the next generation of container vessels will be wider, deeper and taller as container shippers strive to maximize capacity. Vessels with heights in the range of 200 feet above MHW when fully loaded are under construction or planned. Accordingly, the constraint of the vertical clearance of the existing Bayonne Bridge will prevent these vessels from having access to major marine terminals (Howland Hook, Elizabeth and Port Newark) and, ultimately, will impair the economic growth and vitality of not only the region but of the country. The proposed approach to solving the constraints of the existing bridge for future local, regional and national economic growth is to raise the navigational clearance of the Bayonne Bridge to adapt the current trend in the shipping industry and allow for the port facilities west of the Bayonne Bridge to accept larger Post-Panamax vessels. In addition, the proposed project would bring the bridge into conformance with modern highway and structural design standards.

7) *Estimated cost of bridge and approaches*

   a) *Provide the estimated cost of the bridge as proposed, with required vertical and horizontal navigational clearances:* The construction cost of the proposed project is estimated to be approximately $700 million. The project will provide a vertical navigational clearance of 215 feet above MHW while the horizontal clearance will remain unchanged at 800 feet.

   b) *Provide the estimated cost of a low level bridge on the same alignment with only sufficient clearance to pass high water while meeting the intended purpose and need.* Alternatives studies were conducted to assess different options available to address the vertical clearance constraints of the existing Bayonne Bridge. The following alternatives were considered but determined to be unfit due to their construction risks, environmental impacts, and costs: jack the arch, convert to lift bridge, new replacement bridge, tunnel, new cargo terminal and removal of the bridge and instituting a ferry service. A low level bridge on the same alignment with only sufficient clearance to pass high water was not assessed as it would not meet the intended need and purpose, as such, an estimated cost of a low level bridge is not applicable.

8) *Type and source of project funding:* The project is being funded by the Port Authority of New York & New Jersey's Capital Program. No federal, state or local funds are involved.

## C. Legal Authority for Proposed Action

1) *The primary authority for the construction of the bridge and under what legislative authority the bridge is being built (state permit, charter, or statement of ownership of lands); typically the General Bridge Act of 1946, as amended:* The USCG Bridge Permit will provide the primary permit authority for the proposed project. The Port Authority Board of Commissioner's meeting minutes of September 14, 2010 and subsequent meeting minutes, authorizing planning and applications for permits for the project, are provided in Attachment F.

2) *The legislative authority for the existing bridge as listed in the original permit if it is to be replaced:* The legislative authority for the Bayonne Bridge is found in N.J.S.A. 32:1-36 to 32:1-140.7 and in New York in McKinney's Consolidated Laws of New York Annotated, Title 17, Chapter 3, Sections 6501 to 6525.

3) *If the applicant does not own the existing bridge which is being replaced or modified, include a signed statement from the bridge owner authorizing the removal or modification work*: The Port Authority of New York & New Jersey owns the Bayonne Bridge, therefore no additional authorizations are needed to remove or modify the bridge.

## D. International Bridges

Not applicable.

## E. Dimensions of the Navigation Opening

1) *Vertical clearance:* The existing Bayonne Bridge features a vertical clearance of 151 feet (46.02 meters) above MHW. The proposed bridge will have a navigational vertical clearance of 215 feet (65.53 meters) above MHW at the axis of the federal navigation channel and clearances of 211 feet (64.31 meters) and 154 feet (46.94 meters) above MHW on the southern and northern edges of the channel, respectively.

2) *Horizontal clearance:* The Bayonne Bridge has a horizontal clearance of 800 feet (243.84 meters), which is the width of the federal navigation channel at this location. This will remain unchanged.

3) *Length of bridge project:* The horizontal distance is 7,155 feet (2,180.84 meters) abutment-to-abutment.

4) *Width of project:* The Bayonne Bridge has a width of 97 feet (29.57 meters).

5) *Depth of the waterway:* The authorized depth of the federal navigation channel is 50 feet (15.24 meters) below MLW (NAVD88) at the centerline of the channel.

6) *Width of waterway:* The width of the waterway is 1,271 feet (387.40 meters) under the bridge measured normal to the axis of the federal navigation channel.

**F. Waterway Characteristics, Waterway Usage and Long Term Navigational Impacts**

1) *The name and contact information for marine facilities within a 3-mile radius of the project:* The Port of New York & New Jersey includes four marine terminals - Howland Hook Marine Terminal, Port Jersey Marine Terminal, Port Newark-Elizabeth Marine Terminal and Brooklyn Marine Terminal. Combined, these facilities constitute the third busiest port in the United States and the largest of the Eastern Seaboard. The Kill Van Kull is a primary shipping channel of the Port of New York & New Jersey. It provides access between the New York Harbor and two of the Port's four cargo facilities – Port Newark-Elizabeth Marine Terminal and Howland Hook Marine Terminal. Additional information can be found in Chapter 1 of the Draft Environmental Assessment (DEA).

2) *The approximate width of the waterway at the proposed bridge location (bank to bank, shoreline to shoreline, etc.):* The approximate width of the waterway at the Bayonne Bridge location is 1,271 feet shoreline to shoreline.

3) *The depths of the waterway at the proposed bridge location in and around the navigation channel:* The authorized depth of the federal navigation channel is 50 feet below MLW (NAVD88). Bathymetric surveys from the area show depths ranging up to 55 feet below MLW in the federal navigation channel under and adjacent to the bridge.

4) *A description of vessels on the waterway that are engaged in emergency operations, national defense activities, or channel maintenance, and any potential impacts to their operation:* Coast Guard vessels, police boats and fire boats are engaged in emergency operations and national defense activities. It is not anticipated that vessel operations would be impacted. During construction, the lowering of the existing road deck sections would require the temporary mooring of barges in the Kill Van Kull navigational channel. It is estimated that ten 8-hour partial closures of the channel would be necessary. Marine transportation would not be effected, as no full closures would be required. Any limited, temporary closures required during construction would be approved by the USCG and be closely coordinated with waterway users and facilities.

5) *Information regarding whether the Corps of Engineers has completed or plans to complete a federal navigation project on this waterway:* The Corps of Engineers is in the midst of completing the Kill Van Kull-Newark Bay Channels Phase II Deepening Project. Although the overall project is currently under construction, construction has been completed on the portion of the project within the vicinity of the Bayonne Bridge.

6) *A description of the present and prospective recreational navigation on the waterway, indicating whether the proposed project will have an impact on the safe, efficient movement of any segment of the present or prospective recreational fleet operating on the waterway:* The navigational channel is primarily used by commercial vessels. It is not anticipated that the Bayonne Bridge project would have an impact on the safe, efficient movement of any segment of recreational vessels that enter the waterway.

7) *A description of the present and prospective commercial navigation and the cargoes moved on the waterway, indicating whether the proposed project will have an impact on the safe, efficient movement of any segment of the present or prospective commercial fleet operating on the waterway:* Presently, the dimensions of the Bayonne Bridge limit cargo capacities of vessels to approximately 4,500 TEUs. Vessels that have higher capacities must either be more lightly loaded or wait for appropriate tidal condit*io*ns to pass beneath the bridge efficiently and with a high degree of safety. Upon completion of the proposed project, Post-Panamax vessels that have a load carrying capacity of approximately 12,000 TEUs would be able to safely pass beneath the bridge without loading limitations or the need to wait for higher or lower tides. Therefore, the proposed project would increase safety and efficiency in the Kill Van Kull.

8) *Whether the proposed bridge will block access of any vessel presently using local service facilities:* The proposed Bayonne Bridge project would not block access of any vessel presently using local service facilities.

9) *Whether alternate routes bypassing the proposed bridge are available for use by vessels unable to pass the proposed bridge:* There are no alternative routes for vessels unable to pass beneath the Bayonne Bridge. Access is not possible via the south due to the navigational clearance restrictions of the Arthur Kill Vertical Lift Bridge, which is located southwest of the Bayonne Bridge.[2]

10) *A description of any local harbor, indicating whether the bridge will prohibit the entry of any vessels to the local harbor refuge:* The Bayonne Bridge crosses the Kill Van Kull, which is the access channel from Lower New York Harbor to Newark Bay where the majority of the Port's of New York & New Jersey container throughput capacity is located. The channel provides access to two of the Port's facilities—Port Newark-Elizabeth Marine Terminal and Howland Hook Marine Terminal. In 2010, more than 2,085 vessels and more than 4.86 million TEUs passed beneath the Bayonne Bridge en route to and from these terminals. The proposed project would result in the accommodation of Post-Panamax vessels. Therefore, the project would not prohibit the entry of any vessels.

11) *Whether the proposed bridge will be located within one-half mile of a bend in the waterway:* The Bayonne Bridge is located within one-half mile of a bend in the waterway.

[2] EA: Chapter 1: Purpose and Need

12) *Whether there are factors located within one-half mile of the proposed bridge which would create hazardous passage through the proposed structure and a description of each factor:* There are no factors located within one-half mile of the Bayonne Bridge that would create hazardous passage through the structure.

13) *Whether local hydraulic conditions increase the hazard of passage through the proposed bridge and a description of these conditions:* Local hydraulic conditions would remain unchanged and therefore would not increase the hazard of passage beneath the Bayonne Bridge.

14) *Whether atmospheric conditions increase the hazard of passage through the proposed bridge and a description of these conditions:* It is not anticipated that atmospheric conditions would increase the hazard of passage beneath the Bayonne Bridge.

15) *A description of guide clearances established for the waterway, if applicable. If not, indicate whether clearance gauges are needed and why:* Based on the Bridge Clearance Guide published by the USCG, as well as the regulations for Bridge Clearance Gauges as contained in 33 CFR Section 117-118 and Navigation Regulations as established for the Port of New York & New Jersey, the absence of any requirements as established by the USCG District Commander and the existing condition where no clearance gauges are being provided on the existing bridge; no bridge clearance gauges are required (or necessary given the anticipated height of the new bridge).

16) *A description of any other factors considered necessary for the safe, efficient passage of vessels through the proposed bridge:* The Port of New York's Vessel Traffic System (VYS), operated by the United States Coast Guard works directly with the Pilot's Association and vessel operators to employ assist tugs for the passage through the Kill Van Kull, under the Bayonne Bridge and at the Bergen Point turn. Use of assist tugs is dependent upon the size and handling characteristics of ships, weather conditions and any encumbrances associated with the channel such as construction or dredging. The waterway, including the bridge, is in a Regulated Navigation Area and any special requirements are published and communicated to mariners and the public by the US Coast Guard and the VTS. These requirements vary according to local conditions. Large ships transiting the waterway and passing under the bridge normally are accompanied by and employ assist tugs. Accordingly, no other factors have been identified as necessary for the safe, efficient passage of vessels though the proposed bridge.

17) *A description of the impacts to navigation caused or which could be reasonably caused by the proposed bridge including but not limited to: proposed construction methodology, proposed or prospective changes to the existing bridge operating schedule (for movable bridges), and any proposed mitigation to all unavoidable impacts to navigation.*

    a) *Conduct a navigational evaluation, and include a review of all bridges upstream and downstream of the proposed site to determine the minimum vertical and horizontal clearances available on the waterway.* The Bayonne Bridge is surrounded by three (3) bridges: the Verrazano Narrows Bridge, the Arthur Kill Vertical Lift Bridge, and the Newark Bay Bridge. The Verrazano Narrows Bridge is the only bridge vessels must pass under

before approaching the Bayonne Bridge. The Verrazano Narrows Bridge has a minimum vertical mid-span clearance of 228 feet and a minimum horizontal clearance anchorage to anchorage of 6,690 feet. On the west side of the Bayonne Bridge, to the south, is the Arthur Kill Vertical Lift Bridge. The Arthur Kill Vertical Lift Bridge has a minimum vertical clearance of 135 feet and a minimum horizontal clearance of 558 feet. The distance between the Bayonne Bridge and the Arthur Kill Vertical Lift Bridge is approximately 3.8 miles. Also on the west side of the Bayonne Bridge, approximately 5.2 miles to the north, is the Newark Bay Bridge. The Newark Bay Bridge has a minimum vertical clearance of 135 feet and a minimum horizontal clearance of 1,270 feet.

b) *If the proposed bridge is fixed, and is replacing an existing drawbridge with unlimited vertical clearance, you must determine whether the proposed bridge will accommodate existing and perspective navigation.* The proposed bridge will accommodate existing navigation and is being constructed to accommodate future navigation.

## G. Existing Bridge

1) *Name of Bridge:* Bayonne Bridge

2) *Type of Bridge:* Through arch truss bridge.

3) *Mile point, latitude and longitude at centerline of bridge, and navigational clearances, in linear measurement:* The existing Bayonne Bridge is located at River Mile 1.5 (2.41 kilometers), at a latitude and longitude of N 40°38'31.5", W 74°8'31.7". The existing Bayonne Bridge has a navigational clearance of 151 feet above MHW.

4) *Owner of the Bridge:* The Port Authority of New York & New Jersey.

## H. Construction Methodology and Removal of Existing Bridge

*1) Discuss proposed construction methodology and restrictions:* The Bayonne Bridge Navigational Clearance Program would be completed in five construction stages. As part of the program, the existing arch floor would be demolished as soon as possible, while minimizing construction air, noise and traffic impacts. Impacts to local properties in the vicinity of the bridge would also be minimized. The Maintenance of Traffic (MOT) staging plans, developed for the construction stages of the BBNCP, maintain at least one travel lane in each direction on Route 440 at all times during construction, with the exception of full short-term closures at night and on select weekends (approximately eight per year) for lifting operations over the roadway. Typically, 12-foot wide travel lanes would be provided that could accommodate truck traffic and any necessary emergency access.

Generally, the MOT plans were developed within the existing footprint of the bridge and the approach roadways. Some widening outside of the footprint within the existing right of way (ROW) would be developed to accommodate additional travel and shoulder lane widths and standard acceleration and deceleration lanes at ramps, where applicable. The plan was developed

to maintain access to all ramps serving the bridge to the greatest extent possible. However, some ramp closures were unavoidable in certain stages. Staten Island bound E-Z Pass toll collection would be facilitated during construction by installing a temporary E-Z Pass gantry positioned on the Staten Island side of the bridge (the temporary gantry would replace the toll plaza that is currently located on the Staten Island side of the bridge). No cash tolls would be collected during Stages 2 through 5 of the construction period. After construction is completed, the temporary E-Z Pass gantry will be replaced by a permanent gantry.

Planned work during each of the five stages is as follows:

- Stage 1: order materials, prepare yards, partially demolish existing bridge, widen approaches, start new foundation, and design/ fabricate E-ZPass toll gantries

- Stage 2: precast concrete segments, assemble segmental gantries, install temporary E-ZPass gantry and system (west side), transfer traffic (one lane each way), construct new piers, erect new northbound structure, start removal of arch lead paint at new portal areas, and demolish existing arch sidewalk and partial deck

- Stage 3: construct approach embankments and walls, install temporary E-ZPass gantry and system (east side), construct new arch floor system, cast concrete for new arch deck (partial), and switch traffic to new raised profile

- Stage 4: demolish remaining existing approach structure, complete construction of new west side piers, erect new southbound structure, construct approach embankments and walls, and demolish existing arch floor system

- Stage 5: install permanent E-ZPass gantry and system, complete new arch roadway deck, switch traffic to final configuration, and punch list.

During construction, the lowering of the existing road deck sections would require the temporary mooring of barges in the Kill Van Kull navigational channel. It is estimated that ten 8-hour partial closures of the Federal navigation channel would be necessary. Marine transportation is not anticipated to be affected as no full closures are required. Any limited, temporary closures required during construction would be approved by the USCG and be closely coordinated with waterway users, facilities and USCG. The project would not involve construction within the Kill Van Kull with the exception of a new stormwater outfall. Construction activities would comply with any NYSDEC- and NJDEP-approved Stormwater Pollution Prevention Plans (SWPPPs). Erosion and Sediment Control (ESC) plans would implement measures (i.e., silt fencing, hay bales) to minimize soil erosion.

Project construction is not anticipated to result in impacts to terrestrial communities, wildlife, federally-listed and/or New York and New Jersey-protected species, wetlands, floodplains, or aquatic resources in the study area.

The construction schedule, as shown below, assumes one segment gantry each for the New York and New Jersey approach structure. This facilitates the completion of the upper roadway so that the traffic transfer to the upper level can be made as soon as possible thereby allowing for the demolition of the existing arch floor. A reduction in productivity has been included in the schedule for work during the winter. Two headings will be used for the approach construction, i.e., South and North. All other construction activities are assumed to be based on two headings. These include foundation installation and pier construction.

| ***Milestone*** | ***Date*** |
|---|---|
| Notice To Proceed | July 2013 |
| Remove Navigation Restriction | November 2015 |
| Complete Project | March 2017 |

*2) Discuss maintenance of land and waterborne traffic during construction activities:* Maintenance of vehicular traffic is covered under Item 1, above. Waterborne traffic will continue uninterrupted during the entire construction period except that for the demolition of the existing arch roadway when partial channel closures will be made to allow lowering of the existing floor system in 83' panels onto waiting barges. For this operation, one-half of the channel will be closed. Eight such closures are anticipated with 8 hour durations for each.

*3) Discuss extent of removal of existing bridge, time needed for removal, etc.:* For the arch structure, the entire existing floor system will be removed. The first half of the removal (deck slab) will be accomplished over a 3 week period. The major portion (slab plus steelwork) will be accomplished over a two week period. For the approach structures, the entire structure will be removed down to the foundation level. The demolition process will be accomplished in stages with the major stage being the last one after the traffic has been moved to the upper level. This will involve the removal of the remaining west side substructure. It is estimated that this demolition will take 2 months to accomplish.

*4) Discuss demolition methodology:* For the arch roadway, panels will be made by saw-cutting the slab at the panel limit. The steel work will be separated at the panel limit by flame cutting. A horizontal spreader beam will keep the panel intact and be used for the attachment of lowering lines. For the approaches, the existing slabs will be demolished in pieces, collected and trucked off site. The steel work will be lifted out by cranes, flame cut to size for transportation, and trucked away. The piers will be demolished by ram hoe excavators and the debris collected and trucked off site.

## I. Other Agencies

A number of Federal, State, County, and City agencies have jurisdiction over the proposed Bayonne Bridge project and permits or approvals would be required. Indicated below are the agencies and their associated permits/approvals.

- Unites States Coast Guard
  - National Environmental Policy Act
  - General Conformity
  - Bridge Permit

- Unites States Coast Guard (Memorandum of Agreement with New York State Office of Parks, Recreation and Historic Preservation/ New Jersey Historic Preservation Office/Port Authority of New York & New Jersey)
  - Section 106 of National Historic Preservation Act/ New Jersey Register of Historic Places Act/ New York State Historic Preservation Act

- U.S. Fish and Wildlife Service
  - Review under Endangered Species Act, Migratory Bird Treaty Act Consultation, Marine Mammal Protection Act, and Fish & Wildlife Coordination Act

- National Marine Fisheries Service
  - Review under Endangered Species Act, Fish & Wildlife Coordination Act, & Magnuson-Stevens Sustainable Fisheries Act

- New York State Department of State - New York City Department of City Planning
  - Coastal Zone Management Act/Waterfront Revitalization Program

- U.S. Army Corps of Engineers
  - USACE - Nationwide Permit 15

- New York State Department of Environmental Conservation
  - State Pollutant Discharge Elimination System (SPDES) (6 NYCRR 750) - General Permit for Stormwater Discharges from Construction Activity - Permit No. GP-O-IO-00 I
  - Stormwater Pollution Prevention Plan
  - Tidal Wetlands Permit

- New Jersey Department of Environmental Protection
  - Coastal Zone Management Act / NJ State Coastal Zone Management Plan
  - Waterfront Development Permit (NJAC 7:7E)/Flood Hazard Area Individual Permit/Water Quality Certification
  - Construction Activity Stormwater General Permit (NJPDES Permit No. NJ0088323) - N.J.A.C. 7:14A
  - General Permit 005 (GP-005) – Emergency Generator Air Permit

- New York State Department of Transportation
  - Construction Permit

- New Jersey Department of Transportation
  - Memorandum of Agreement

- New Jersey Turnpike Authority
  - Coordination with NJTA for use of Permanent VMS messages

- New York State Department of Environmental Conservation - New York City Department of City Planning
  - SEQRA/CEQR

- New York City Department of Environmental Protection
  - Drainage Design Approval
  - Site Connection Approval
  - Internal Watermain Approval
  - Backflow Preventer Permit
  - Application for Registration - Internal Combustion Fuel Burning Equipment - Form AR 504

- New York City Department of Transportation - Highway
  - Roadway/Sidewalk Permit

- New York City Department of Transportation - Street
  - Roadway/Sidewalk Permit

- New York City Department of Transportation
  - Crane Permit

- New York City Department of Parks and Recreation
  - Tree Permit

- City of Bayonne
  - Connection to City Sewer
  - Roadway Construction Permit

- Roadway Occupancy Permission
- New Jersey State Uniform Construction Code
- Fire Department Approval
- Tree Permit
- Noise Ordinance Variance

➢ Fire Department of New York
- Approval

➢ Con Ed & PSE&G
- New Electrical Service Connection

➢ County of Hudson
- Lane and Sidewalk Occupancy on John F. Kennedy Blvd.
- Roadway Construction Permit
- Traffic Signal Coordination

➢ Hudson, Essex, Passaic Soil Conservation District
- Soil Erosion and Sediment Control Certificate

## J. Summary of Environmental Analysis

1) *Identify lead federal agency for NEPA:* The lead federal agency for NEPA is the United States Coast Guard.

2) *Indicate whether the proposed bridge will have a significant effect on the human environment and briefly identify impacts.*

   Based on the Environmental Assessment prepared by the U.S. Coast Guard, actions affecting the following environmental areas are not anticipated to result in a significant impact on land use, social conditions, economic conditions, natural resources, historic and cultural resources, parklands and recreational resources, visual and aesthetic resources, air quality, transportation, noise, environmental justice communities, and hazardous and contaminated materials.

   The project would adversely affect the National Register-eligible Bayonne Bridge by removal and replacement of historic features of the bridge. Measures to mitigate this direct Adverse Effect are described in the Draft MOA (Appendix B of DEA), including design consultation with NYSHPO and NJHPO with respect to development of bridge design documents.

Although the proposed project is not anticipated to require any permanent property acquisition, permanent aerial easements will be necessary. By raising the roadway, the project would change the visual character of the bridge and approaches. While the change in the bridge's appearance would be perceptible, the overall change in the visual character and quality of the bridge would not be significant. Raising the elevation of the Bayonne Bridge would improve air, light, and noise conditions and some views that are currently obstructed by the bridge.

The Bayonne Bridge project would serve to continue development of the economic efficiency and sustainability of the Port of New York & New Jersey.

Overall, the project would not result in adverse impacts on long term vehicular traffic. The bridge deck would be widened to a configuration of four 12-foot travel lanes, two shoulders (two-foot-wide left shoulders and 4-foot 9-inch-wide right shoulders), a median barrier, and a 12-foot wide shared-use path. The bridge deck would rise approximately 65 feet, changing the roadway's vertical alignment. An acceleration lane would be built on the western side of southbound Route 440.

The current bus route service would not be affected and the bridge's design would not preclude potential transit service on the bridge in the future.

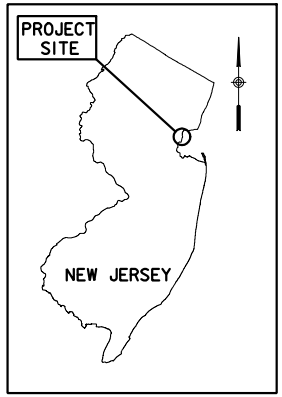
As the proposed project would increase the vertical clearance of the navigable channel, larger ships would likely be utilized by shippers, thus requiring fewer overall ship movements past the Bayonne Bridge. The project would not result in adverse impacts to marine transport and the expected fewer number of vessels operating through the Kill Van Kull would provide beneficial impacts, such as an expected reduction in greenhouse gas emissions due to the increased efficiency of larger ships. Thus, the project would not adversely impact energy use or climate change.

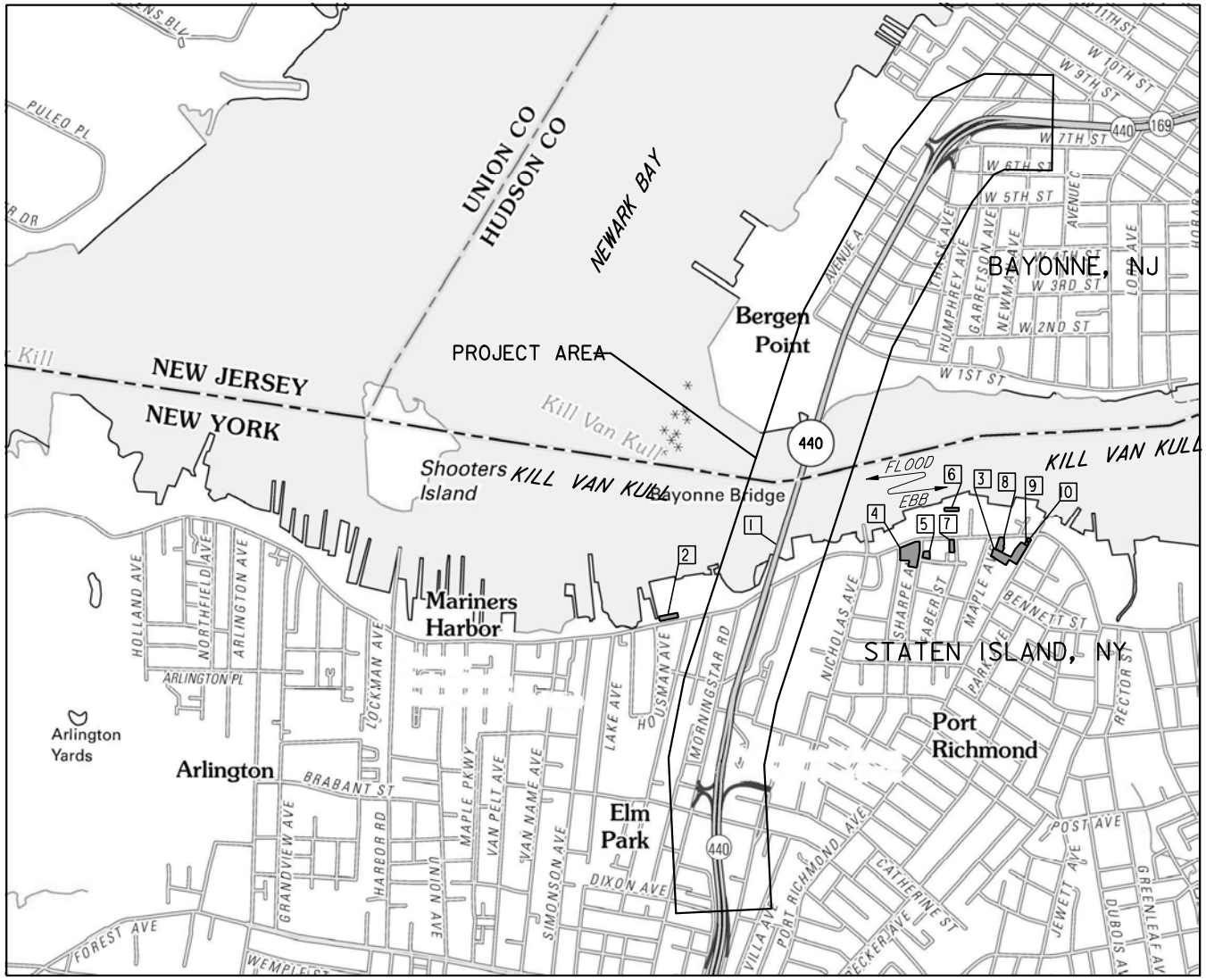
Similarly, the proposed project would result in water quality improvements in the Kill Van Kull due to the implementation of water quality treatment measures necessitated by the increased impervious area of the reconstructed bridge.

# ATTACHMENTS

**Attachment A**

**Plan Sheets**




## VICINITY MAP

0 25000 50000

SCALE IN FEET

**HISTORICAL STRUCTURES**

**NR/SR ELIGIBLE**

1 BAYONNE BRIDGE

**INDIVIDUALLY DESIGNATED LPC LANDMARKS**

2 STANDARD VARNISH WORKS FACTORY OFFICE BLDG

3 REFORMED CHURCH ON STATEN ISLAND, SUNDAY SCHOOL BLDG AND CEMETERY

**POTENTIAL NR/SR ELIGIBLE PROPERTIES**

4 ST. MARY OF THE ASSUMPTION R.C. CHURCH AND RECTORY

5 31, 35, 39, 41 SHARPE AVENUE

6 FABER PARK RECREATION BLDG, POOL AND SEAWALL

7 2172 RICHMOND TERRACE

8 2094 RICHMOND TERRACE, FORMER EMPIRE THEATRE

9 26 RICHMOND TERRACE

10 24 RICHMOND TERRACE

# BAYONNE BRIDGE
# RAISE THE ROADWAY PROJECT

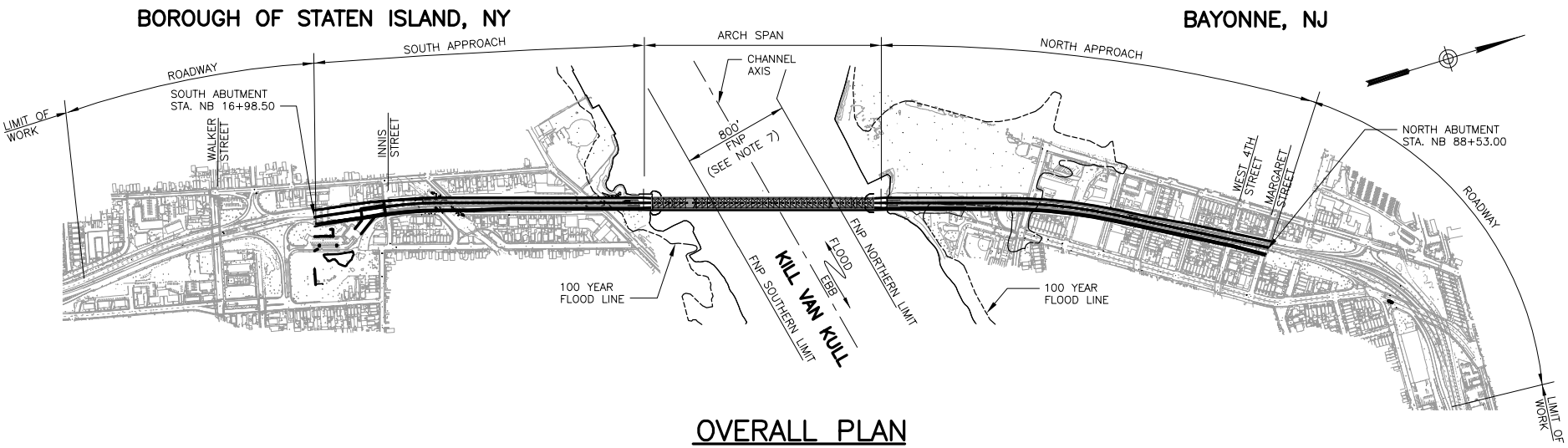
**KILL VAN KULL**
**MILE 1.5**

CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
STATEN ISLAND, RICHMOND COUNTY, NY

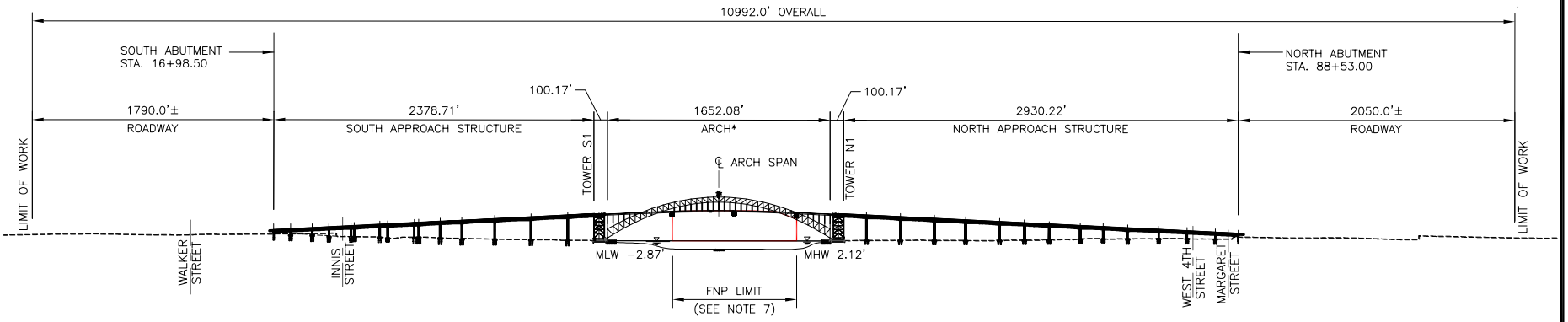
APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ
CONSULTANT: HDR/PB

07/20/2012
Date

Sheet Number
1 of 6




## OVERALL PLAN
(SEE SHEET 3 FOR DETAILS)




## OVERALL ELEVATION
(SEE SHEET 4 FOR DETAILS)

* ARCH TRUSS TO REMAIN; FLOOR SYSTEM TO BE REPLACED.

NOTES:

1. VERTICAL DATUM = NAVD88
2. M.L.W.=EL. −2.87', M.H.W.=EL. 2.12'
3. NAVIGATIONAL CHANNEL LIMITS: 800.0'
4. WIDTH OF ARCH STRUCTURE: 97.08'
   WIDTH OF APPROACH STRUCTURE: 92.5' AND VARIES
5. FEMA MAP 100−YEAR FLOOD ELEVATION−NJ: EL. 5.9'
   FEMA MAP 100−YEAR FLOOD ELEVATION−NY: EL. 6.9'
6. FEDERAL PROJECT No.63−SEE "PROJECT DESCRIPTION FOR NEW YORK AND NEW JERSEY CHANNELS IN THE RIVERS AND HARBORS PROJECT MAPS−NEW YORK DISTRICT".
7. SEE SHEET 3 FOR SPOT SOUNDINGS.

0 1200 2400
SCALE IN FEET

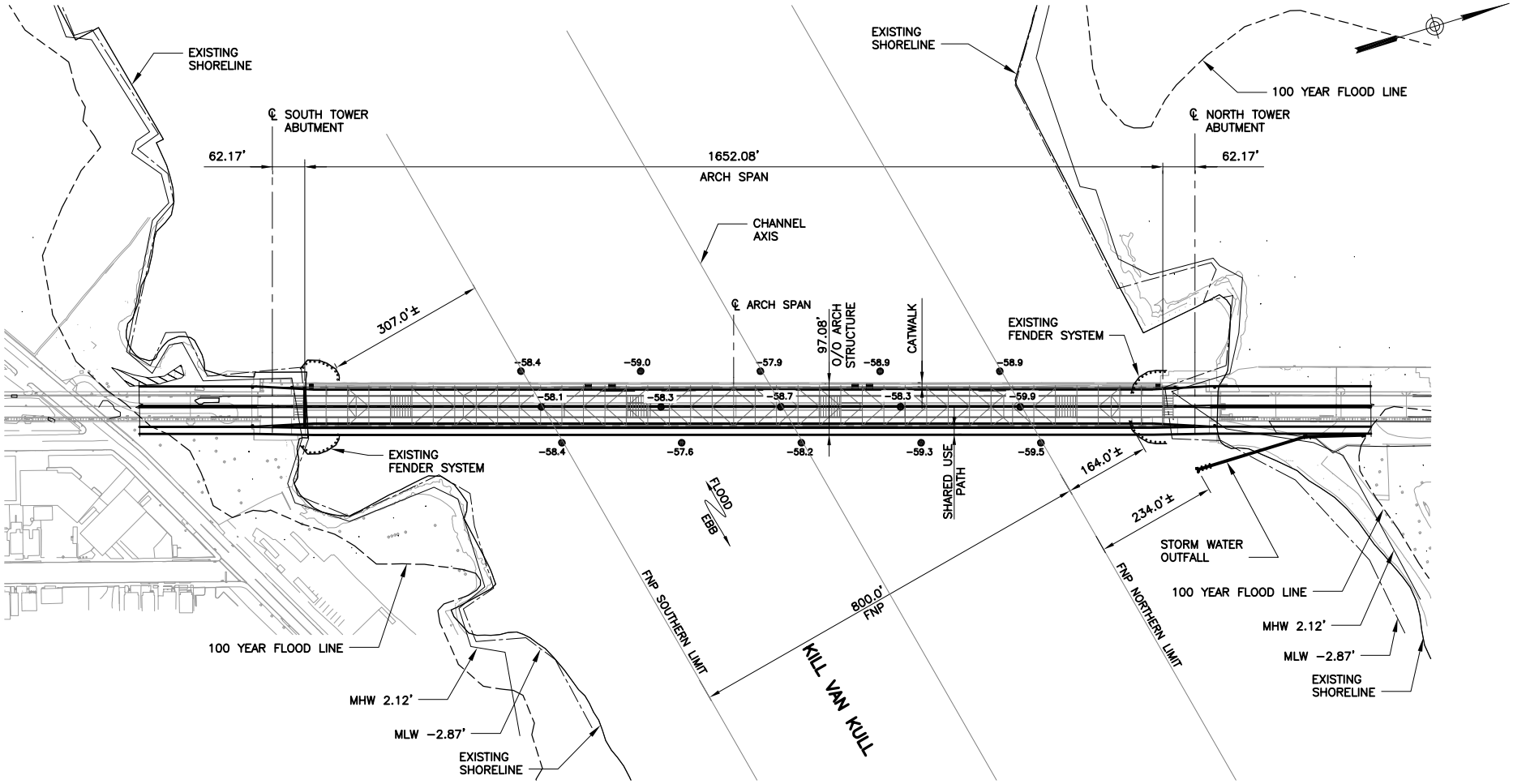
**BAYONNE BRIDGE**
**RAISE THE ROADWAY PROJECT**

**KILL VAN KULL**
**MILE 1.5**
**CITY OF BAYONNE, HUDSON COUNTY, NJ**
**AND**
**BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY**

**APPLICANT/OWNER:**
**THE PORT AUTHORITY OF NY AND NJ**
**CONSULTANT: HDR|PB**

07/20/2012
Date

Sheet Number
2 of 6




# PLAN OVER WATER

0 300 600

SCALE IN FEET

LEGEND:

-58.4 ● SPOT SOUNDING, ELEVATION SHOWN IN FEET

NOTE:
1. FOR NOTES, SEE SHEET 2.
2. SPOT SOUNDINGS ARE BASED ON THE NEW YORK AND NEW JERSEY CHANNELS CONDITION SURVEY PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS. SPOT SOUNDINGS REFER TO THE PLANE OF C.O.E. MEAN LOW WATER OF 3.4 FEET BELOW NAVD 1988.

## BAYONNE BRIDGE
## RAISE THE ROADWAY PROJECT

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CONSULTANT: HDR/PB

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Date

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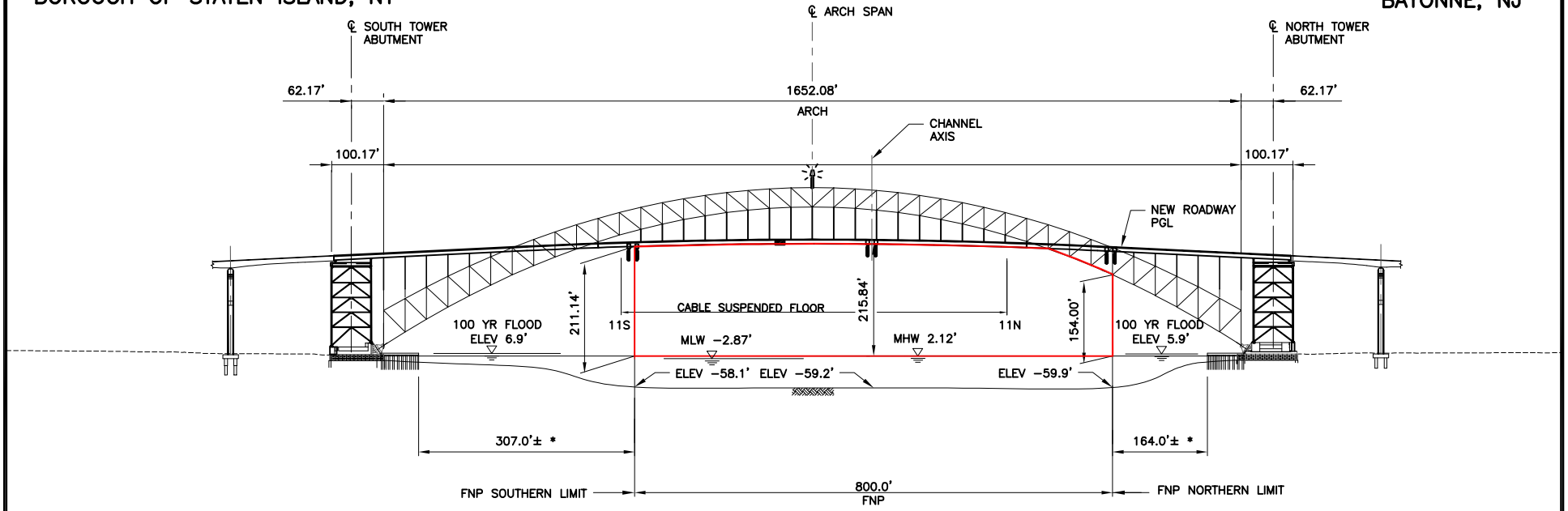
3 of 6

BOROUGH OF STATEN ISLAND, NY

BAYONNE, NJ




* MEASURED NORMAL TO CHANNEL AXIS.

## ELEVATION OVER WATER

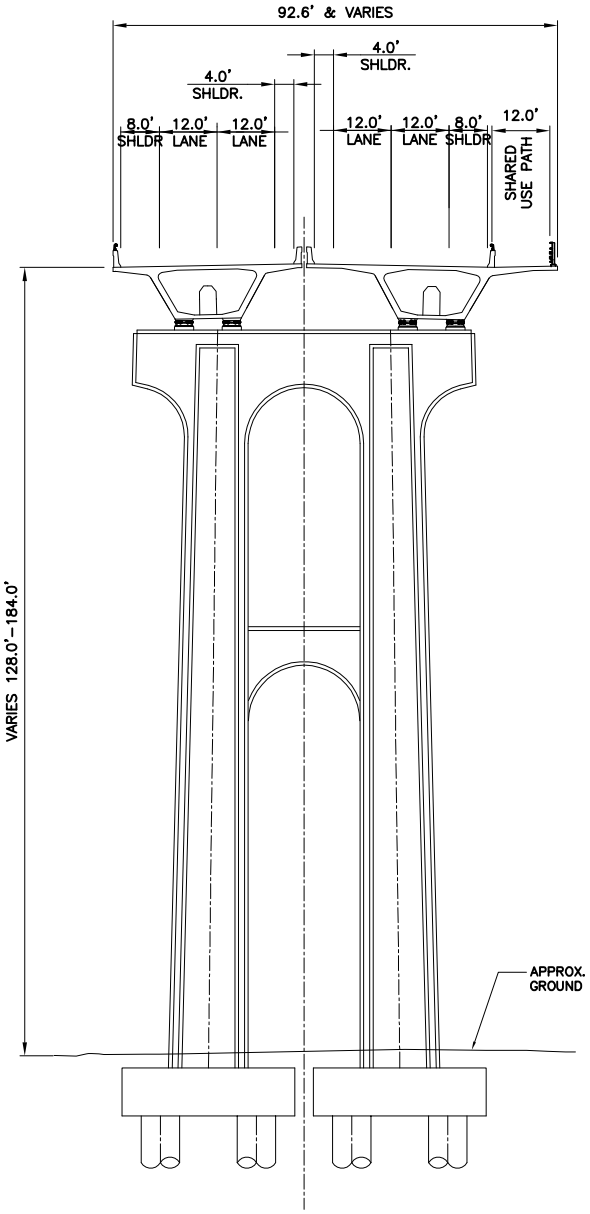
0 300 600

SCALE IN FEET

NOTE:

1. FOR NOTES, SEE SHEET 2.

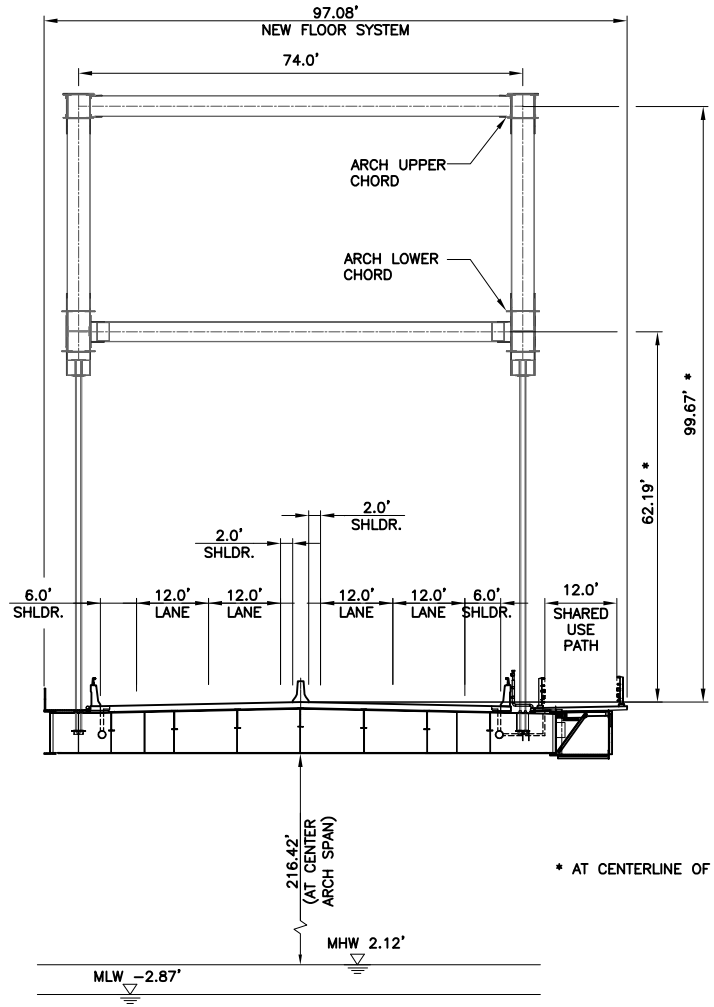
| BAYONNE BRIDGE<br>RAISE THE ROADWAY PROJECT | |
|---|---|
| **KILL VAN KULL**<br>**MILE 1.5**<br>CITY OF BAYONNE, HUDSON COUNTY, NJ<br>AND<br>BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY<br>APPLICANT/OWNER:<br>THE PORT AUTHORITY OF NY AND NJ<br>CONSULTANT: HDR/PB | 07/20/2012<br>Date<br><br>Sheet Number<br>4 of 6 |




## TYPICAL NEW APPROACH SECTION

0 40 80

SCALE IN FEET




* AT CENTERLINE OF ARCH.

## TYPICAL ARCH SECTION AT SUSPENDERS

0 32 64

SCALE IN FEET

# BAYONNE BRIDGE
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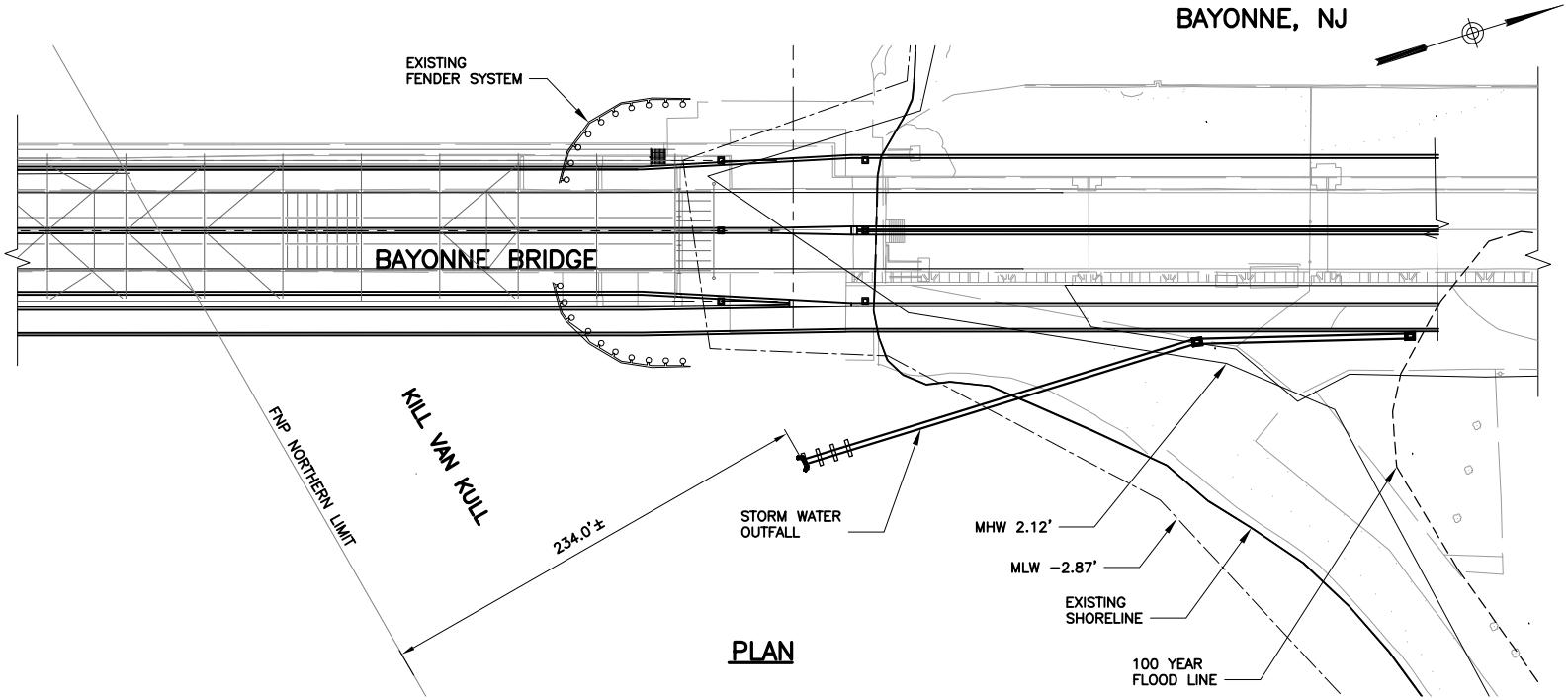
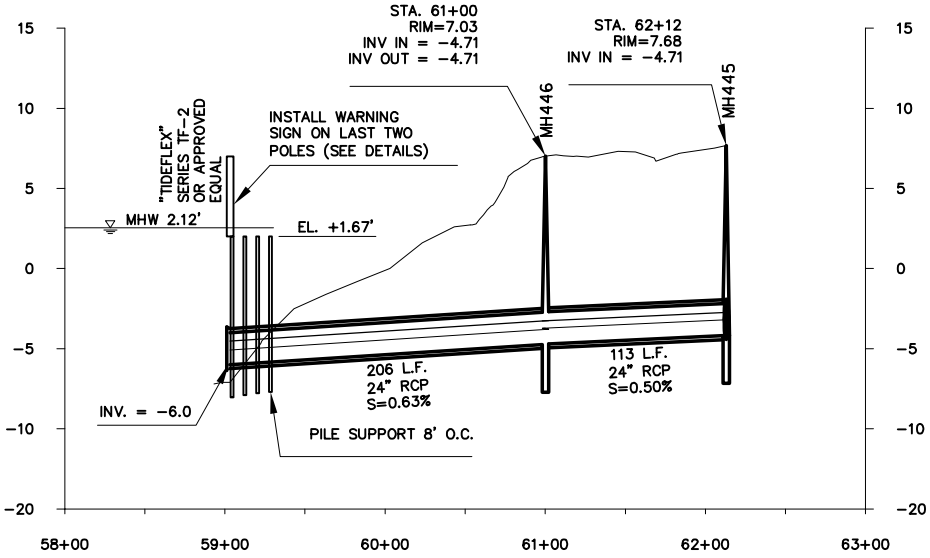
CONSULTANT: HDR/PB

07/20/2012
Date

Sheet Number
5 of 6




PLAN




PROFILE

STORM WATER OUTFALL

BAYONNE BRIDGE
RAISE THE ROADWAY PROJECT

**KILL VAN KULL**
**MILE 1.5**
CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY

APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ
CONSULTANT: HDR/PB

07/20/2012
Date

Sheet Number
6 of 6

# Attachment B

# Environmental Evaluation

***Bayonne Bridge Navigational Clearance Program***
***Environmental Evaluation***

The U.S. Coast Guard as the lead agency, in consultation with Port Authority of New York & New Jersey, has prepared a Draft Environmental Assessment (DEA) pursuant to the National Environmental Policy Act of 1969. The DEA examines the potential environmental effects of the Bayonne Bridge Navigational Clearance Program. The following provides a summary of the findings of the DEA. A full copy of the DEA has been provided to the USCG under separate cover.

**a. Alternatives**

A variety of alternatives were considered for Bayonne Bridge Navigational Clearance Program. All the alternatives were studied and some were eliminated due to engineering and operational considerations. The following alternatives were considered but discarded: Jack the Arch Alternative, Lift Bridge Alternative, Replacement Bridge Alternative, Tunnel Alternative, New Cargo Terminals Alternative, and Ferry Service Alternative. Specific details related to each discarded alternative are provided in Chapter 2 of the DEA. The following alternatives were considered and evaluated as part of the Environmental Assessment: Raise the Roadway Alternative and No Build Alternative. Specific details related to both evaluated alternatives are also provided in the DEA.

**b. Clean Water Act Coordination**

Pursuant to Section 401 of the Clean Water Act, Water Quality Certification (WQC) from both New York and New Jersey would be obtained prior to the discharge of treated stormwater to ensure compliance with water quality standards. Applications for WQC will be filed with the NJDEP and NYSDEC. Copies of the WQCs will be forwarded to the USCG when issued.

**c. Coastal Zone Management Plan**

The New York State program, which is administered by the New York State Department of State (NYSDOS), is consistent with the federal Coastal Zone Management (CZM) Act and provides for local implementation when a municipality adopts a local waterfront revitalization program that is consistent with the federal CZM Act. New Jersey has a federally approved coastal zone management program, which is administered by the New Jersey Department of Environmental Protection (NJDEP). Attachment H contains the CZM consistency certifications and policy evaluations submitted to New York. The review of the projects consistency with the coastal zone management rules in New Jersey will be submitted as part of the Waterfront Development Permit. A copy of the coastal zone assessment, and Waterfront Development Permit application, will be provided to the USCG. The USCG will

also be provided with each state agency's concurrence with the CZM consistency certification when they are issued.

**d. Floodplain**

The project would require the construction of bridge approach footings within the 100-year and 500-year floodplains in both New York and New Jersey. The use of portions of the 100-year and 500-year floodplains within Staten Island and Bayonne for the expansion of the approach roadways and/or piers would not result in adverse impacts to floodplain resources. The construction of the project would be in compliance with Executive Order 11988. Specific details regarding the floodplains are provided in Chapter 6 of the DEA.

**e. Historic/ Cultural Resources**

The project would adversely affect the National Register-eligible Bayonne Bridge by removal and replacement of historic features of the bridge. Measures to mitigate this direct Adverse Effect are described in the Draft MOA (Appendix B of DEA), including design consultation with NYSHPO and NJHPO with respect to development of bridge design documents.

The following mitigation measures would be taken: Unanticipated Archaeological Discovery Program; Documentation and Curation; Historic American Engineering Record (HAER) documentation of the bridge; produce educational materials for use by local libraries, historical societies, and educational institutions; and signage and exhibits that inform the public of the history of the bridge; and a re-dedication ceremony.

A construction protection plan would be prepared to avoid or minimize adverse effects during construction on the following historic properties: the historic main arch span of the Bayonne Bridge; the property at 70-76 Avenue A in Bayonne, New Jersey; and a portion of the St. Mary's of the Assumption Church Cemetery in Port Richmond, NY.

In addition, PANYNJ and USCG will identify Vessel 36 by vessel navigation GPS in the Proposed Project records and bid documents. For a more detailed description of Historic/Cultural Resources see Chapter 7 of the DEA.

**f. Wetlands**

A request was submitted to the US Army Corps of Engineers on January 20, 2012 for a regulatory jurisdictional determination (JD) regarding regulated wetlands in relationship to the proposed project. The request included a delineation drawing map of the extent of regulated water and wetlands of the US within the proposed Project review Area. A subsequent site visit and additional coordination was conducted. On July 6, 2012 the USACE issued the JD for the BBNCP. The JD determined that two (2) sites contain regulated jurisdictional wetlands of the US. The JD also notes that additional authorization

would be required for any part of the project that would involve discharges into these wetland areas or the Kill Van Kull, i.e. no discharge is authorized. The construction of the project would not impact any wetlands as identified in the JD. For further information on wetlands, see Chapter 6 of the DEA.

**g. Fish and Wildlife**

1) Threatened and Endangered Species

Activities related to the Bayonne Bridge project must comply with the Endangered Species Act of 1973 (16 USC §§ 1531-1544; 50 CFR Part 402), Fish and Wildlife Coordination Act, Marine Mammal Protection Act of 1972, Migratory Bird Treaty Act of 1918, and Executive Order 13112, which deals with Invasive Species. Approximately 20 threatened/endangered species were indicated to be found in the project's study area. Specific details regarding these species can be found in Chapter 6 of the DEA.

2) Essential Fish Habitat

Activities related to the Bayonne Bridge project must also comply with the Magnuson-Stevens Fishery and Conservation Management Act (16 USC §§ 1801-1884). The study area is within a portion of the Hudson River Estuary Essential Fish Habitat (EFH). Chapter 6 of the DEA provides details on the species and life stages of fish identified as having Essential Fish Habitat in the segment of the Kill Van Kull within the study area. No in-water or wetlands work would be conducted as part of the proposed project and no long-term shading impacts would occur during the operation of the proposed project. With respect to all aquatic biota, operation of the proposed project is not expected to increase disturbance levels above what is currently attributable to the existing bridge, and thus any species currently inhabiting the area would continue to occur in the area during the long-term operation of the proposed project. In addition, stormwater would be treated, according to the rules and regulations established by New York and New Jersey, prior to its discharge to the Kill Van Kull. Therefore, no adverse impacts to EFH or EFH-managed species would occur during the long-term operation of the proposed project.

**h. Noise Levels**

An assessment of potential noise and vibration effects resulting from operation of the proposed project was completed as part of the environmental review process. Using set standards and criteria by the Federal Highway Administration (FHWA), New York State Department of Transportation (NYSDOT), New Jersey Department of Transportation (NJDOT), New York State Department of Environmental Conservation (NYSDEC), and the 2012 *City Environmental Quality Review Technical Manual,* it was determined that the

proposed increase in elevation and changes in alignment would result in increases in "equivalent sound level" or $L_{eq(1)}$ noise levels of 0 to approximately 1.5 dBA. Consequently, future noise levels with the project would be similar to future noise levels without the project.

Comparing $L_{eq(1)}$ noise levels with and without the project, the change in noise levels at any receptor location would be expected to be less than 2 dBA, an imperceptible change. Changes of this magnitude would not result in any significant impacts due to noise and vibration. Therefore, mitigation measures are not necessary. Please refer to Chapter 13 of the DEA for additional information.

**i. Air Quality**

Potential air quality impacts from the project were assessed as part of the environmental review process. The air quality analysis examined potential impacts to the six National Ambient Air Quality Standards (NAAQS) criteria pollutants: carbon monoxide, lead, nitrogen dioxide, ozone, particulate matter, and sulfur dioxide. Two potential effects of the project were examined: effects due to on-road vehicle trips and roadway alignment and effects due to marine sources. The project would not substantially change on-road emissions. Emissions from ships moving to and from destinations west of the bridge would be reduced as a consequence of the project because it is expected that there would be fewer transits due to the use of newer, Post-Panamax vessels, which would emit lower pollutant levels. Emergency generators would not result in exceedances of the applicable standards because they would only be used for short periods of time during emergencies. Therefore, it was concluded that the project would not result in adverse impacts on air quality and would result in a net reduction in marine emissions, thus improving air quality in the region. Chapter 11 of the DEA contains the complete air quality discussion and assessment.

**j. Wild and Scenic Rivers**

It was determined as part of the environmental review process that Section 7 of the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271) is not applicable to the proposed project as the Kill Van Kull is not listed as a wild or scenic river. Refer to Chapter 15 of the DEA for further details.

**k. Residential or Business Displacement**

The project would require easements for government-owned property and removal of encroachments on Port Authority of New York & New Jersey right-of-way within the construction work zone. There are no properties in Staten Island that encroach on PANYNJ right-of-way and are located in the construction work zone. The project would likely remove six encroachments from existing PANYNJ right-of-way within the construction work zone in Bayonne. Of these six, two commercial properties would experience displacement of a portion of their facilities due to construction activities. The remaining four include a

warehouse operated by Bayonne Board of Education, unmapped PANYNJ property that is being used without authorization as a thoroughfare and for parking by the public, and portions of two parks that would be temporarily closed and relocated during construction. No significant adverse impacts to businesses and residences were identified as part of the environmental review; therefore, no mitigation is required. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 and 4604) is discussed in further detail in Chapter 2 of the DEA.

**l. Prime and Unique Farmland**

It was determined as part of the environmental review process that no prime and unique farmlands are located within the proposed project area. Refer to Chapter 15 of the DEA for further details.

**m. Other Environmental Controls/Laws**

A number of environmental controls and laws are applicable to the project. Federal and state regulations applicable to terrestrial resources including vegetation and wildlife, wetlands, aquatic resources including water quality and aquatic biota, and threatened and endangered species are listed and summarized in Chapter 6, Natural Resources of the DEA. Environmental controls and laws applicable to construction activities are detailed in Chapter 16, Construction Effects of the DEA. Regulations regarding contaminated materials at the federal and state levels are discussed in Chapter 14, Hazardous and Contaminated Materials of the DEA. Environmental controls and laws applicable include, but not limited to:

- Occupational Safety and Health Administration (OSHA);
- Emergency Planning and Community Right-to-Know Act (EPCRA);
- Federal Compliance With Right-To-Know Laws and Pollution Prevention Requirements, Resource Conservation and Recovery Act (RCRA);
- Federal compliance with pollution control standards; and
- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requirements.

Additional federal, state and other environmental controls/ laws are discussed in detail throughout the DEA.

## n. Cumulative and Indirect Impacts

Indirect and cumulative impacts were assessed as part of the environmental review process. It was concluded that the project is not expected to result in significant adverse indirect impacts related to overall regional shipping and market conditions and that there are no planned projects that would combine with the project to result in cumulative construction impacts. The assessment of cumulative and indirect impacts is discussed in detail in Chapter 18 of the DEA.

## o. Navigation

The purpose of the BBNCP is to improve navigation along the Kill Van Kull waterway, which provides access between Newark Bay and lower and upper New York Harbor. Addressing the vertical clearance constraints of the existing Bayonne Bridge is necessary to adapt to the current trend in the shipping industry and allow Post-Panamax vessels that carry larger container loads to have access to port facilities west of the Bayonne Bridge. The Post-Panamax vessels will provide "economies of scale" that will ultimately assist in maintaining the economic growth and vitality of the Port of NY & NJ, the NY/NJ metropolitan region, and the nation. Impacts to navigation are discussed in detail Chapter 18 of the DEA.

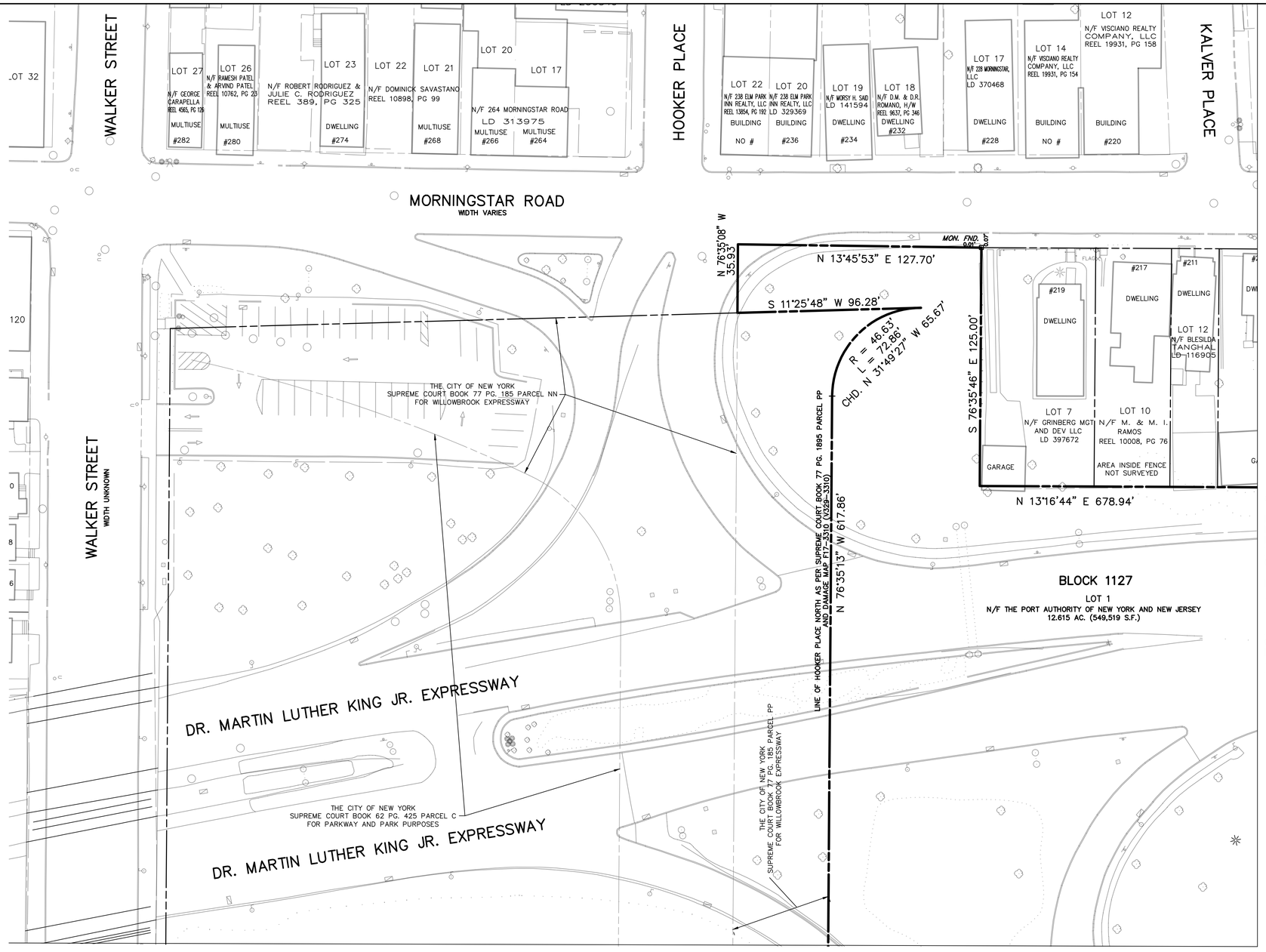
**Attachment C**

**Lead Federal Agency's Final EA Determination**

**(to be provided)**

**Attachment D**

**Proof of Ownership of Existing Bridge**




DEED AND MAP REFERENCES
BLOCK 1135

1. TITLE REPORT 10913 (PUBLIC SCHOOL #21) 10/12/11.
2. SC MIS BK 62 PG. 425 AND SC MIS BK 77 PG. 185
3. MAP OF SURVEY OF PROPOERT IN THE 3RD. WARD BORO OF RICHMOND, CITY OF NEW YORK, PREPARED BY NORTH-ALLISON & ETTLINGER, FILE NO. R-728 DATED MAY 1928
4. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
5. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet **4** of **13**

**THE PORT AUTHORITY OF NY & NJ**

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| No. | Date | Revision | Approved |
|---|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 1**

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

This drawing subject to conditions in contract. All inventions, ideas, designs and methods herein are reserved to Port Authority and may not be used without its written consent.
All recipients of Contract documents, including bidders and those who do not bid and their prospective subcontractors and suppliers who may receive all or a part of the Contract documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of the Contract documents to prevent further disclosure of the information contained in the documents. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents either before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk on the 3rd Floor, 3 Gateway Center, Newark NJ 07102 or the office of the Director of Procurement, Two Montgomery Street, 3rd Floor, Jersey City, NJ 07302.
It is a violation of law for any person to alter a document in any way, unless acting under the direction of a licensed professional surveyor. If this document bearing the seal of a surveyor is altered, the altering surveyor shall affix to the document their seal and the notation "altered by" followed by their signature and the date of such alteration, and a specific description of the alteration.

| KS ENGINEERS, PC LMV | | PJM |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

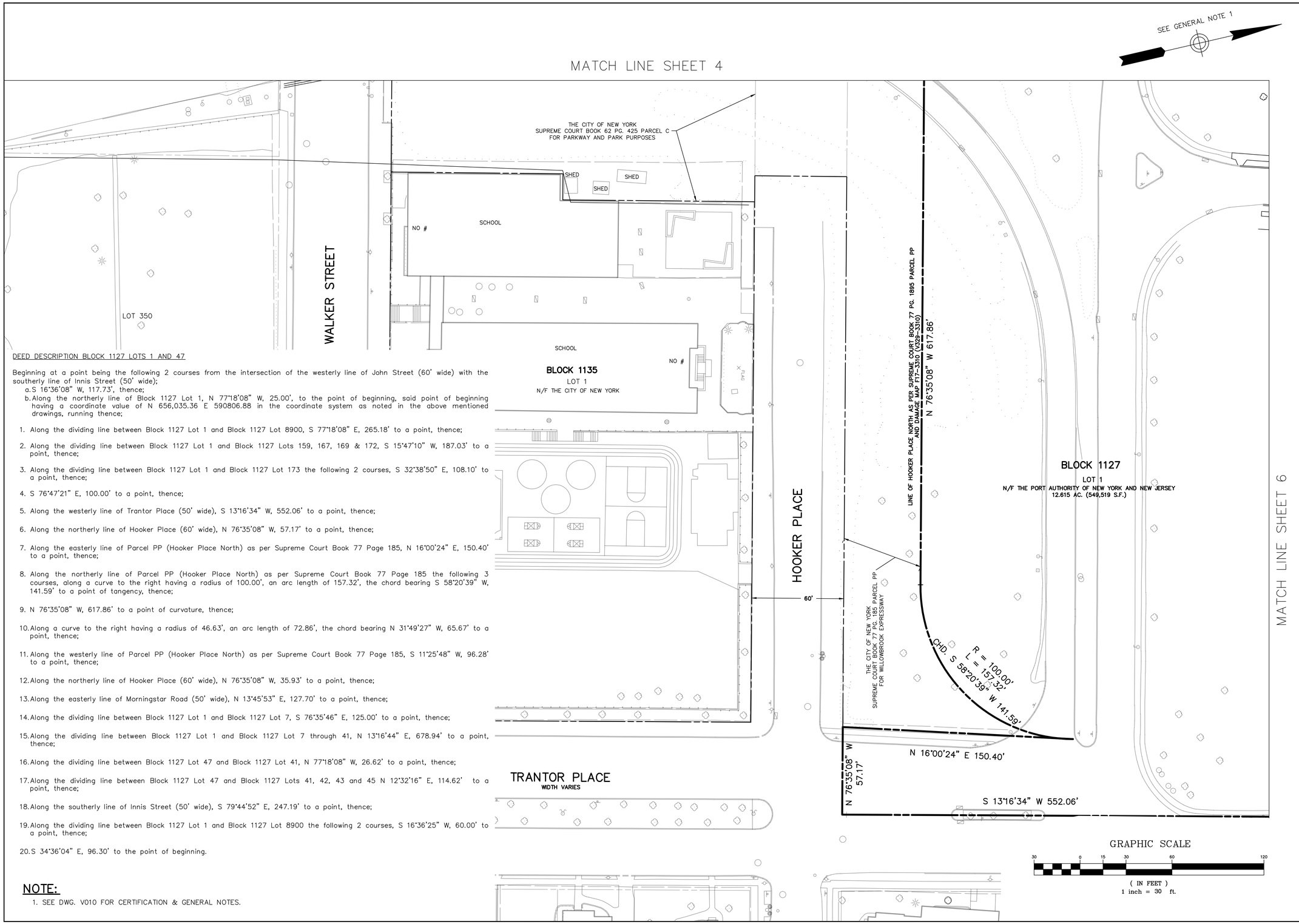
Drawing Number **V001**

**Survey # 2011-065**

**THE PORT AUTHORITY OF NY & NJ**

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728




DEED DESCRIPTION BLOCK 1127 LOTS 1 AND 47

Beginning at a point being the following 2 courses from the intersection of the westerly line of John Street (60' wide) with the southerly line of Innis Street (50' wide);

a. S 16°36'08" W, 117.73', thence;
b. Along the northerly line of Block 1127 Lot 1, N 77°18'08" W, 25.00', to the point of beginning, said point of beginning having a coordinate value of N 656,035.36 E 590806.88 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 8900, S 77°18'08" E, 265.18' to a point, thence;
2. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lots 159, 167, 169 & 172, S 15°47'10" W, 187.03' to a point, thence;
3. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 173 the following 2 courses, S 32°38'50" E, 108.10' to a point, thence;
4. S 76°47'21" E, 100.00' to a point, thence;
5. Along the westerly line of Trantor Place (50' wide), S 13°16'34" W, 552.06' to a point, thence;
6. Along the northerly line of Hooker Place (60' wide), N 76°35'08" W, 57.17' to a point, thence;
7. Along the easterly line of Parcel PP (Hooker Place North) as per Supreme Court Book 77 Page 185, N 16°00'24" E, 150.40' to a point, thence;
8. Along the northerly line of Parcel PP (Hooker Place North) as per Supreme Court Book 77 Page 185 the following 3 courses, along a curve to the right having a radius of 100.00', an arc length of 157.32', the chord bearing S 58°20'39" W, 141.59' to a point of tangency, thence;
9. N 76°35'08" W, 617.86' to a point of curvature, thence;
10. Along a curve to the right having a radius of 46.63', an arc length of 72.86', the chord bearing N 31°49'27" W, 65.67' to a point, thence;
11. Along the westerly line of Parcel PP (Hooker Place North) as per Supreme Court Book 77 Page 185, S 11°25'48" W, 96.28' to a point, thence;
12. Along the northerly line of Hooker Place (60' wide), N 76°35'08" W, 35.93' to a point, thence;
13. Along the easterly line of Morningstar Road (50' wide), N 13°45'53" E, 127.70' to a point, thence;
14. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 7, S 76°35'46" E, 125.00' to a point, thence;
15. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 7 through 41, N 13°16'44" E, 678.94' to a point, thence;
16. Along the dividing line between Block 1127 Lot 47 and Block 1127 Lot 41, N 77°18'08" W, 26.62' to a point, thence;
17. Along the dividing line between Block 1127 Lot 47 and Block 1127 Lots 41, 42, 43 and 45 N 12°32'16" E, 114.62' to a point, thence;
18. Along the southerly line of Innis Street (50' wide), S 79°44'52" E, 247.19' to a point, thence;
19. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 8900 the following 2 courses, S 16°36'25" W, 60.00' to a point, thence;
20. S 34°36'04" E, 96.30' to the point of beginning.

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 2**

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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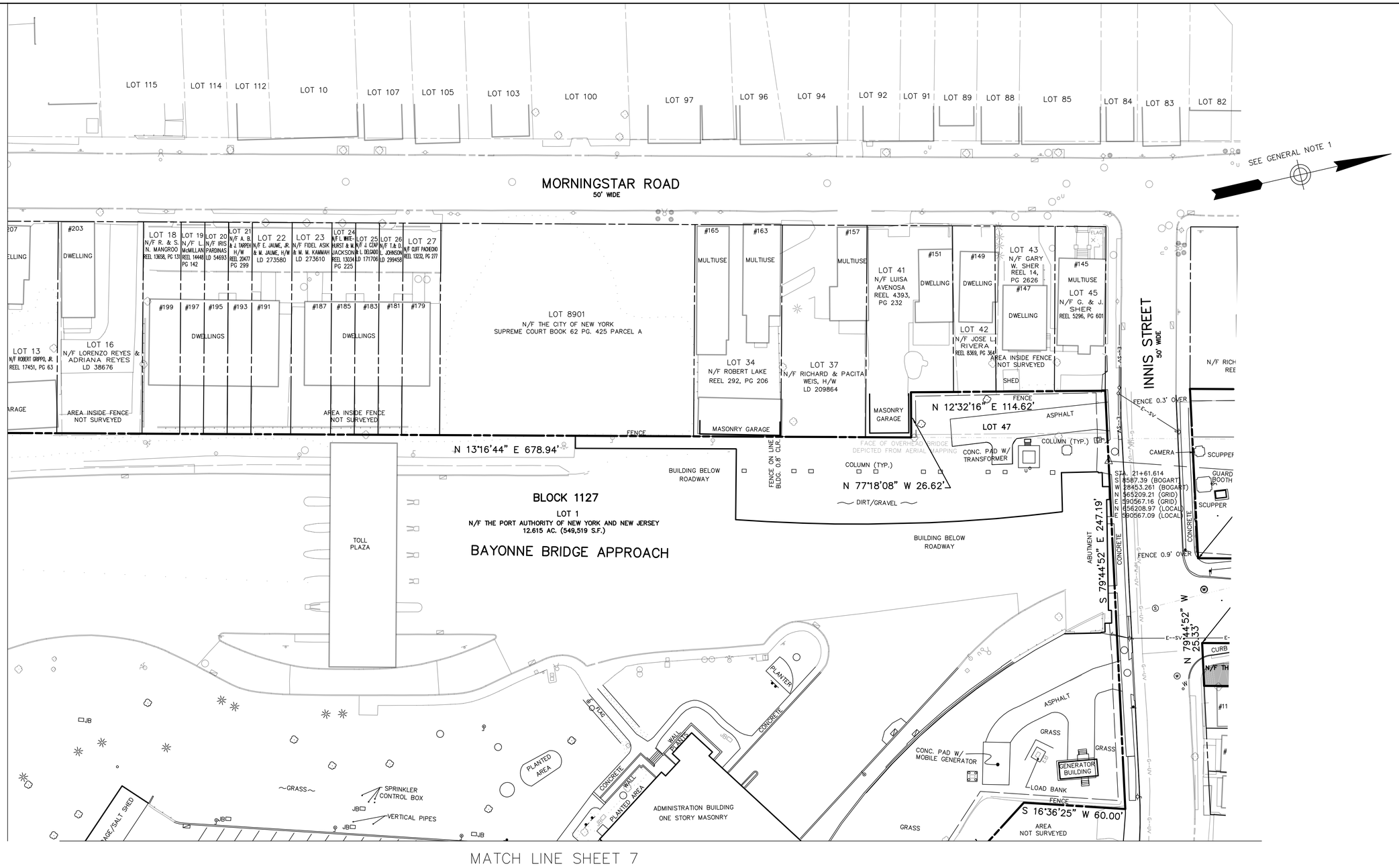
| | |
|---|---|
| KS ENGINEERS, PC LMV | PJM |
| Surveyed by Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V002**

**Survey # 2011-065**




DEED AND MAP REFERENCES
BLOCK 1127 LOT 1 AND 47

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT.
2. DB 660 PG. 148, DB 664 PG. 309, DB 665 PG. 565, DB 666 PG. 155, DB 666 PG. 194, DB 667 PG. 50, DB 667 PG. 64, DB 667 PG. 65, DB 667 PG. 66, DB 668 PG. 13, DB 668 PG. 133, DB 670 PG. 595, DB 672 PG. 8, DB 672 PG. 10, DB 673 PG. 154, DB 677 PG. 173, DB 716 PG. 130, DB 716 PG. 549, DB 717 PG. 110, DB 717 PG. 118, DB 1697 PG. 51
3. DAMAGE MAP F17-3310 (V329-3310)
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet 6 of 13

**THE PORT AUTHORITY**
OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 3**

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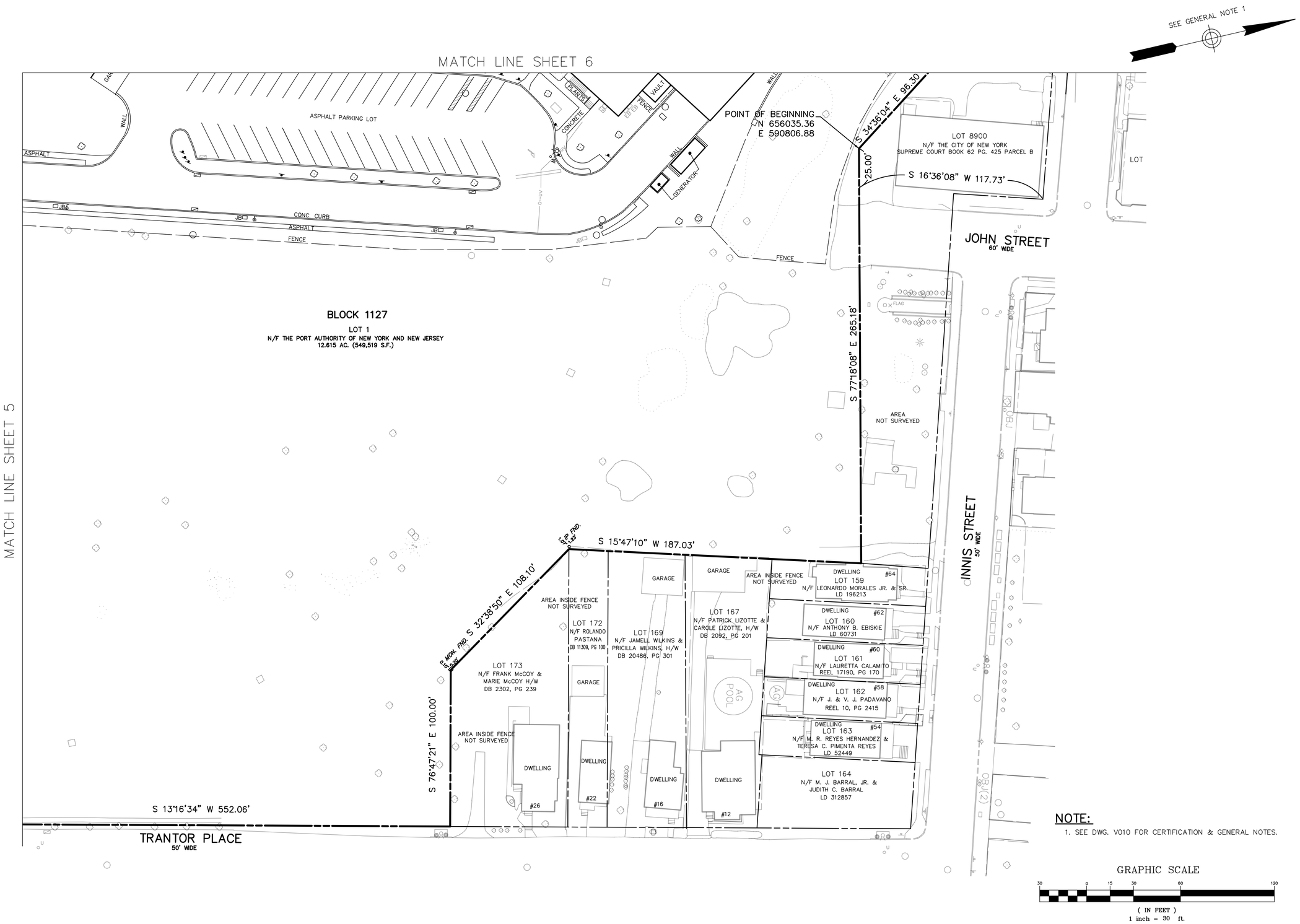
| KS ENGINEERS, PC LMV | PJM | |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V003**

Survey # 2011-065




## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

Sheet **7** of **13**

**THE PORT AUTHORITY**
OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 4**

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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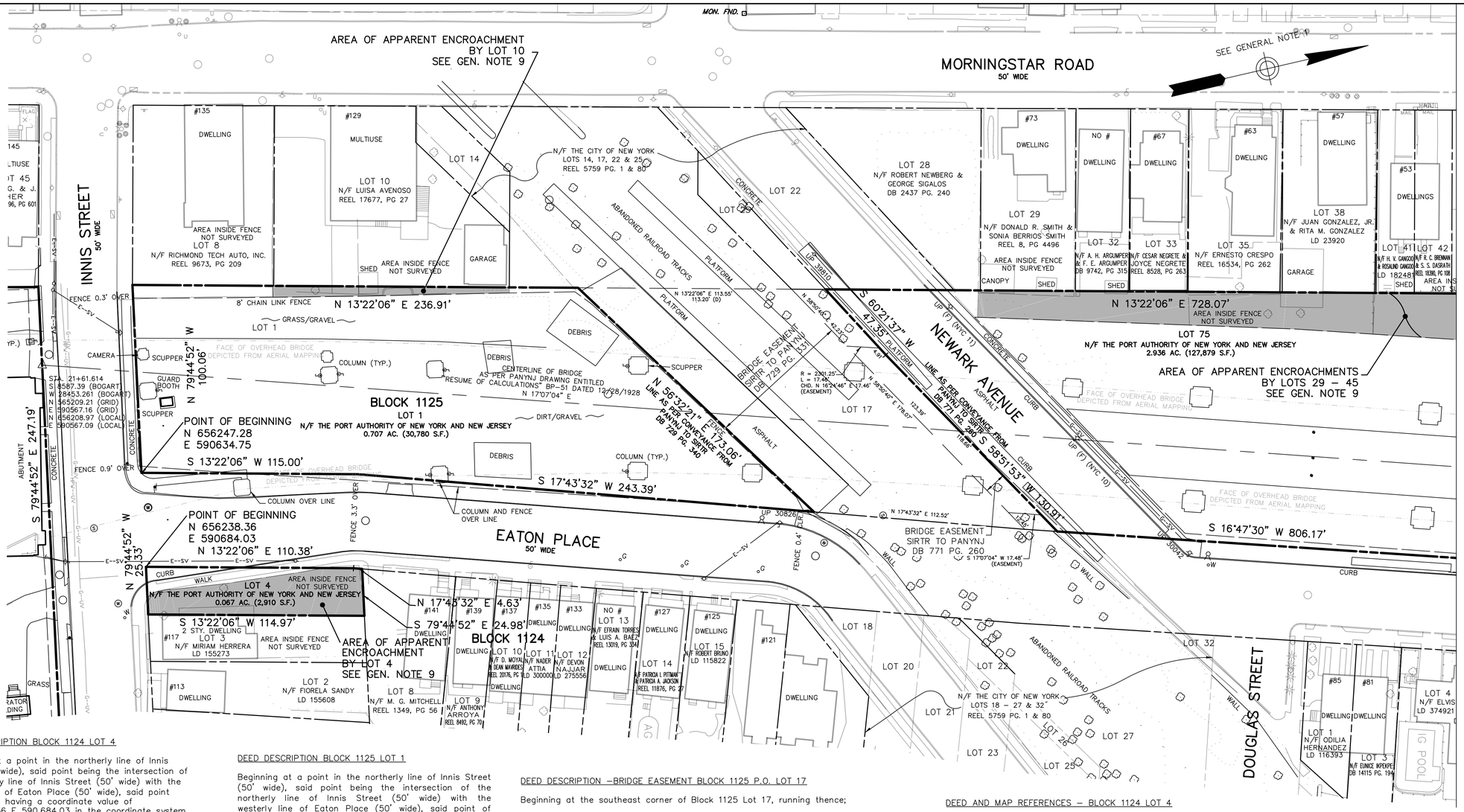
| KS ENGINEERS, PC LMV | PJM |
|---|---|
| Surveyed by Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V004**

**Survey # 2011-065**




DEED DESCRIPTION BLOCK 1124 LOT 4

Beginning at a point in the northerly line of Innis Street (50' wide), said point being the intersection of the northerly line of Innis Street (50' wide) with the easterly line of Eaton Place (50' wide), said point of beginning having a coordinate value of N 656,238.36 E 590,684.03 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the westerly line of Eaton Place Street (50' wide) the following 2 courses N 13°22'06" E, 110.38' to a point, thence;
2. N 17°43'32" E, 4.63', to a point, thence;
3. Along the dividing line between Block 1124 Lot 4 and Block 1124 Lot 8, S 79°44'52" E, 24.98', to a point, thence;
4. Along the dividing line between Block 1124 Lot 1 and Block 1124 Lot 3, S 13°22'06" W, 114.97' to a point, thence;
5. Along the northerly line of Innis Street (50' wide) N 79°44'52" W, 25.33' to the point of beginning.

DEED DESCRIPTION BLOCK 1125 LOT 1

Beginning at a point in the northerly line of Innis Street (50' wide), said point being the intersection of the northerly line of Innis Street (50' wide) with the westerly line of Eaton Place (50' wide), said point of beginning having a coordinate value of N 656,247.28 E 590,634.75 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the northerly line of Innis Street (50' wide) N 79°44'52" W, 100.06' to a point, thence;
2. Along the dividing line between Block 1125 Lot 1 and Block 1125 Lots 8, 10 & 17, N 13°22'06" E, 236.91', to a point, thence;
3. Along the dividing line between Block 1125 Lot 1 and Block 1125 Lot 17, said dividing line being the same line as per the conveyance from The Port of New York Authority to The Staten Island Rapid Transit Railway Company in deed book 729 page 340, N 56°32'21" E, 173.06' to a point, thence;
4. Along the westerly line of Eaton Place (50' wide) the following 2 courses S 17°43'32" W, 243.39', to a point, thence;
5. S 13°22'06" W, 115.00' to the point of beginning.

DEED DESCRIPTION –BRIDGE EASEMENT BLOCK 1125 P.O. LOT 17

Beginning at the southeast corner of Block 1125 Lot 17, running thence;

1. Along the dividing line between Block 1125 Lot 17 and Block 1125 Lot 1, said dividing line being the same line as per the conveyance from The Port of New York Authority to The Staten Island Rapid Transit Railway Company in deed book 729 page 340, S 56°32'21" W, 173.06' to a point, thence;
2. Running through Block 1125 Lot 17 the following 3 courses, N 13°22'06" E, 113.55' to a point, thence;
3. N 58°50'40" E, 42.23' to a point, thence;
4. Along a curve to the right having a radius of 2301.25' an arc length of 17.46' the chord bearing N 16°24'46" E, 17.46' to a point, thence;
5. Along the dividing line between Block 1125 Lot 17 and Block 1125 Lot 75, said dividing line being the same line as per the conveyance from The Port of New York Authority to The Staten Island Rapid Transit Railway Company in deed book 771 page 260, the following 2 courses N 60°21'37" E, 4.91' to a point, thence;
6. N 58°51'53" E, 118.66', to a point, thence;
7. Running through Block 1125 Lot 17 the following 2 courses, S 17°07'04" W, 17.48', to a point, thence;
8. N 58°50'40" E, 12.45', to a point, thence;
9. Along the westerly line of Eaton Place (50' wide) S 17°43'32" W, 112.52' to the point of beginning.

DEED AND MAP REFERENCES – BLOCK 1124 LOT 4

1. TITLE REPORT #10915.04
2. DB 719 PG. 72
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

DEED AND MAP REFERENCES – BLOCK 1125 LOT 1

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT.
2. DB 658 PG. 327, DB 659 PG. 264, DB 661 PG. 278, DB 663 PG. 84, DB 666 PG. 152, DB 667 PG. 68, DB 683 PG. 213, DB 729 PG. 340
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

DEED AND MAP REFERENCES – BLOCK 1125 LOT 17 EASEMENT

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT.
2. DB 729 PG. 331, DB 729 PG. 340, DB 771 PG. 260
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
3. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.
2. BLOCK 1125 LOT 17 IS SUBJECT TO A PERPETUAL UTILITY EASEMENT TO CONSOLIDATED EDISION CO. OF NY, INC. AS PER REEL 3344 PG. 155.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet **8** of **13**

**THE PORT AUTHORITY**
OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623–2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 5**

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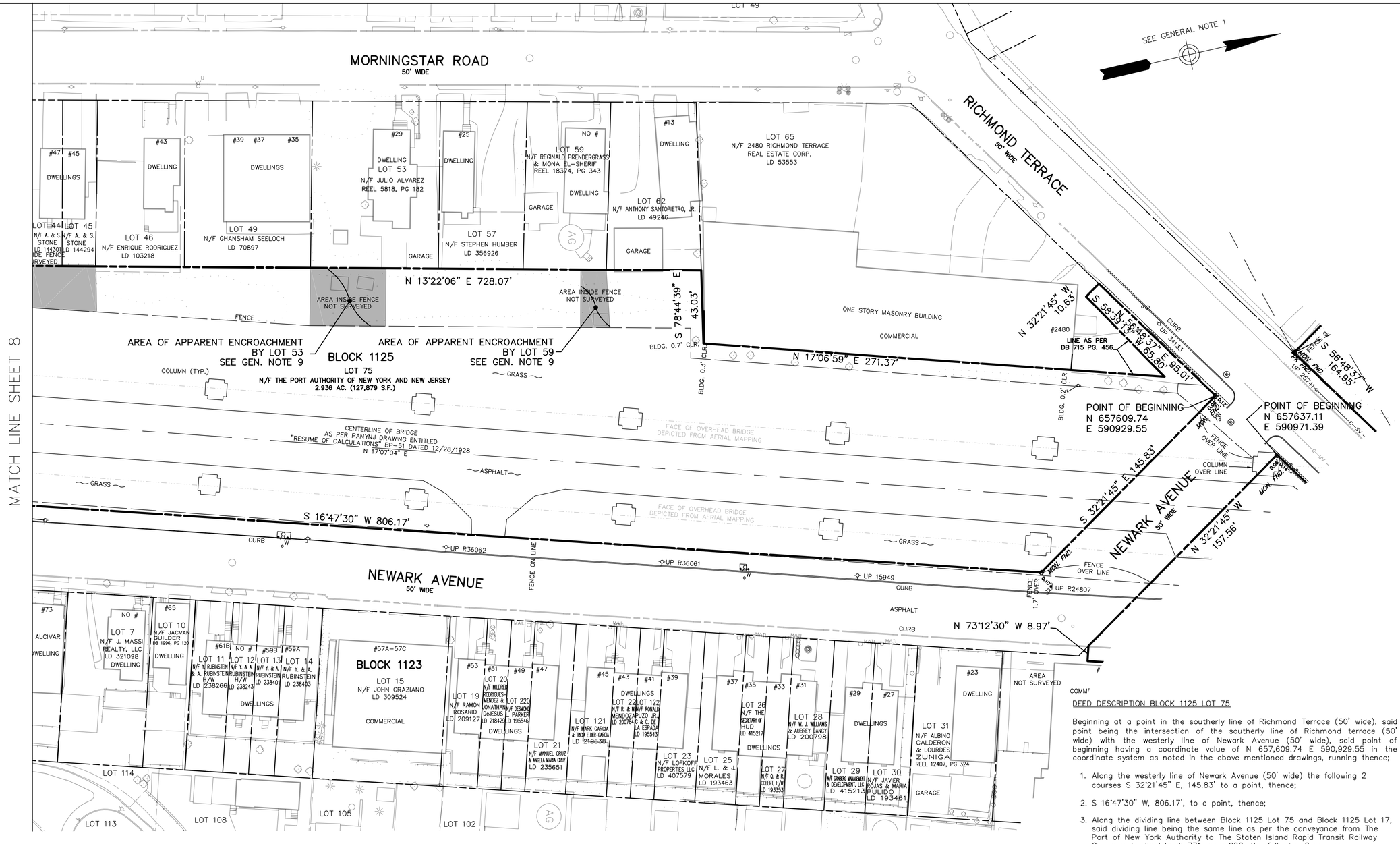
| KS ENGINEERS, PC LMV | PJM |
|---|---|
| Surveyed by Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V005**

**Survey # 2011–065**




DEED DESCRIPTION BLOCK 1125 LOT 75

Beginning at a point in the southerly line of Richmond Terrace (50' wide), said point being the intersection of the southerly line of Richmond terrace (50' wide) with the westerly line of Newark Avenue (50' wide), said point of beginning having a coordinate value of N 657,609.74 E 590,929.55 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the westerly line of Newark Avenue (50' wide) the following 2 courses S 32°21'45" E, 145.83' to a point, thence;
2. S 16°47'30" W, 806.17', to a point, thence;
3. Along the dividing line between Block 1125 Lot 75 and Block 1125 Lot 17, said dividing line being the same line as per the conveyance from The Port of New York Authority to The Staten Island Rapid Transit Railway Company in deed book 771 page 260, the following 2 courses S 58°51'53" W, 130.91' to a point, thence;
4. S 60°21'37" W, 47.35', to a point, thence;
5. Along the dividing line between Block 1125 Lot 75 and Block 1125 Lots 22 through 62, N 13°22'06" E, 728.07' to a point, thence;
6. Along the dividing line between Block 1125 Lot 75 and Block 1125 Lot 65 the following 4 courses, S 78°44'39" E, 43.03' to a point, thence;
7. N 17°06'59" E, 271.37', to a point, thence;
8. S 58°39'13" W, 65.80', to a point, thence;
9. N 32°21'45" W, 10.63', to a point, thence;
10. Along the northerly line of Richmond Terrace (50' wide) N 56°48'37" E, 95.01' to the point of beginning.

DEED AND MAP REFERENCES
BLOCK 1125 LOT 75

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT. WE ARE MISSING DEEDS FOR THIS LOT.
2. DB 655 PG. 301, DB 655 PG. 486, DB 656 PG. 237, DB 666 PG. 59, DB 658 PG. 240, DB 658 PG. 241, DB 658 PG. 325, DB 658 PG. 336, DB 659 PG. 265, DB 659 PG. 267, DB 682 PG. 330, DB 683 PG. 378, DB 715 PG. 456, DB 771 PG. 260
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.



**THE PORT AUTHORITY OF NY & NJ**

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 6**

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| KS ENGINEERS, PC LMV | PJM | |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

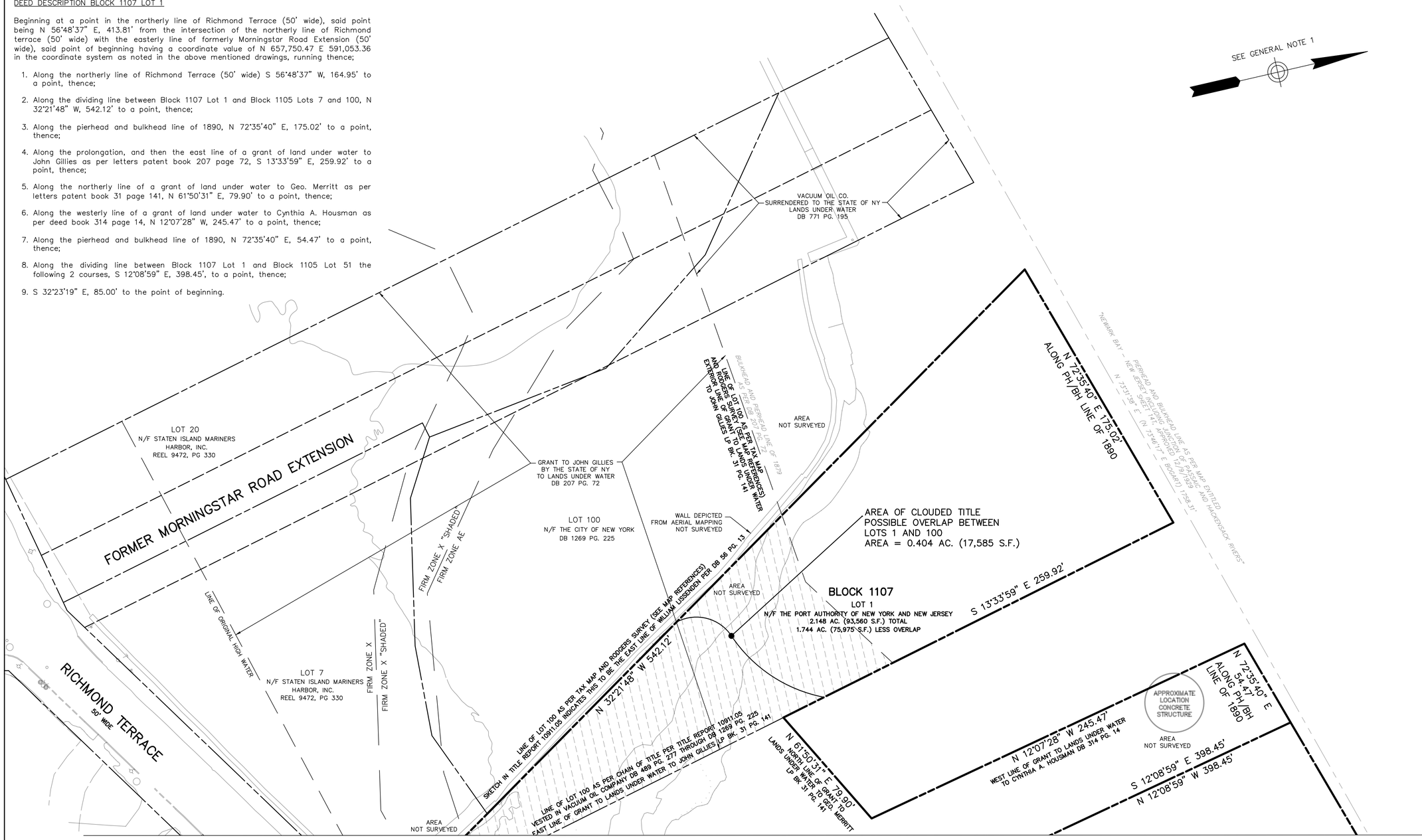
Drawing Number **V006**

**Survey # 2011-065**

DEED DESCRIPTION BLOCK 1107 LOT 1

Beginning at a point in the northerly line of Richmond Terrace (50' wide), said point being N 56°48'37" E, 413.81' from the intersection of the northerly line of Richmond terrace (50' wide) with the easterly line of formerly Morningstar Road Extension (50' wide), said point of beginning having a coordinate value of N 657,750.47 E 591,053.36 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the northerly line of Richmond Terrace (50' wide) S 56°48'37" W, 164.95' to a point, thence;
2. Along the dividing line between Block 1107 Lot 1 and Block 1105 Lots 7 and 100, N 32°21'48" W, 542.12' to a point, thence;
3. Along the pierhead and bulkhead line of 1890, N 72°35'40" E, 175.02' to a point, thence;
4. Along the prolongation, and then the east line of a grant of land under water to John Gillies as per letters patent book 207 page 72, S 13°33'59" E, 259.92' to a point, thence;
5. Along the northerly line of a grant of land under water to Geo. Merritt as per letters patent book 31 page 141, N 61°50'31" E, 79.90' to a point, thence;
6. Along the westerly line of a grant of land under water to Cynthia A. Housman as per deed book 314 page 14, N 12°07'28" W, 245.47' to a point, thence;
7. Along the pierhead and bulkhead line of 1890, N 72°35'40" E, 54.47' to a point, thence;
8. Along the dividing line between Block 1107 Lot 1 and Block 1105 Lot 51 the following 2 courses, S 12°08'59" E, 398.45', to a point, thence;
9. S 32°23'19" E, 85.00' to the point of beginning.




MATCH LINE SHEETS 11 & 12

DEED AND MAP REFERENCES BLOCK 1107 LOT 1

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT. WE ARE MISSING DEEDS FOR THIS LOT.
2. DB 668 PG. 14, DB 668 PG. 18
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES
5. GRANTS TO LAND UNDER WATER (SEE GENERAL NOTES)

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.



THE PORT AUTHORITY OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

ENGINEERING DEPARTMENT

BAYONNE BRIDGE

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

PLAN OF SURVEY - 7

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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| KS ENGINEERS, PC LMV | | PJM |
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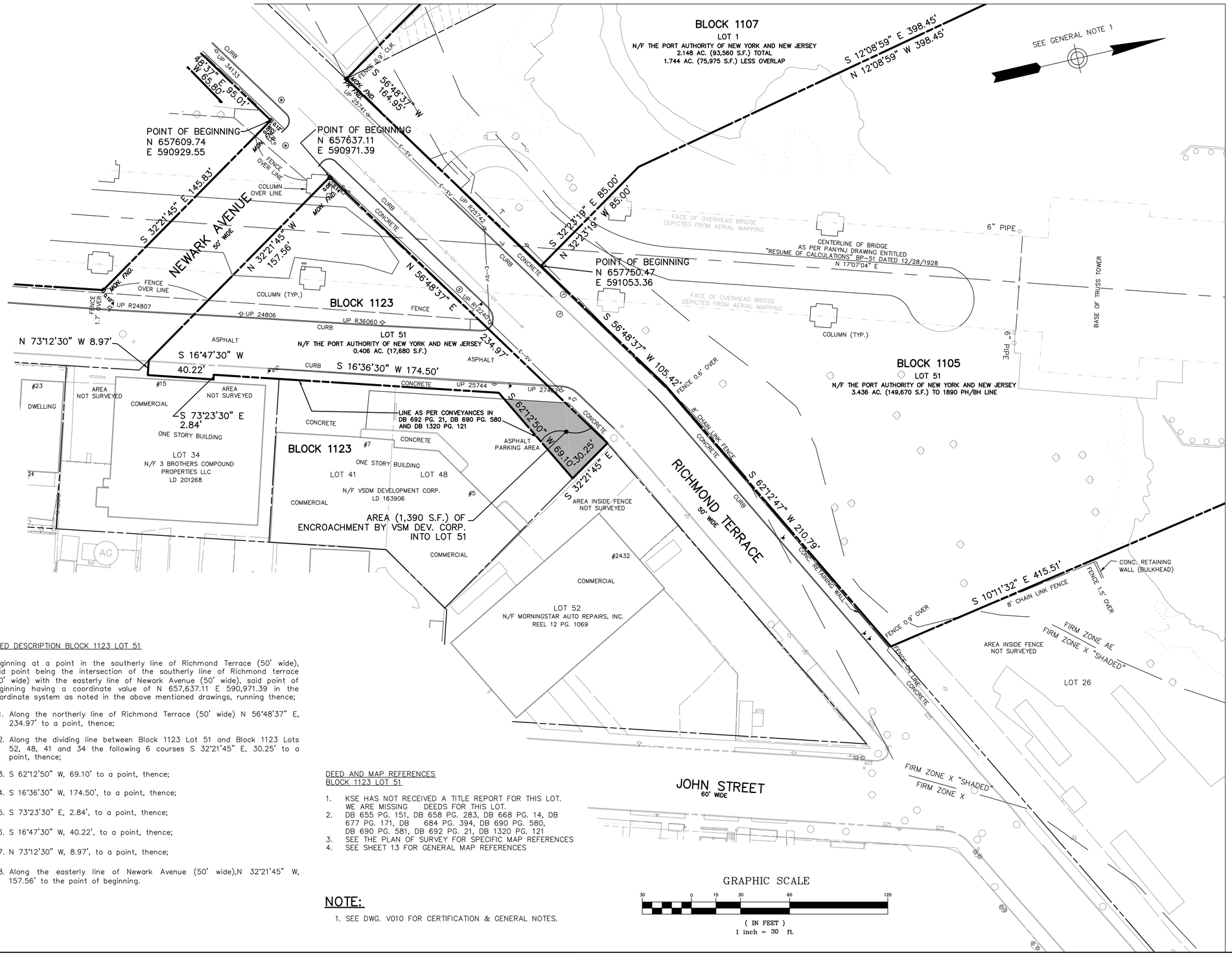
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V007**

Survey # 2011-065




DEED DESCRIPTION BLOCK 1123 LOT 51

Beginning at a point in the southerly line of Richmond Terrace (50' wide), said point being the intersection of the southerly line of Richmond terrace (50' wide) with the easterly line of Newark Avenue (50' wide), said point of beginning having a coordinate value of N 657,637.11 E 590,971.39 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the northerly line of Richmond Terrace (50' wide) N 56°48'37" E, 234.97' to a point, thence;
2. Along the dividing line between Block 1123 Lot 51 and Block 1123 Lots 52, 48, 41 and 34 the following 6 courses S 32°21'45" E, 30.25' to a point, thence;
3. S 62°12'50" W, 69.10' to a point, thence;
4. S 16°36'30" W, 174.50', to a point, thence;
5. S 73°23'30" E, 2.84', to a point, thence;
6. S 16°47'30" W, 40.22', to a point, thence;
7. N 73°12'30" W, 8.97', to a point, thence;
8. Along the easterly line of Newark Avenue (50' wide),N 32°21'45" W, 157.56' to the point of beginning.

DEED AND MAP REFERENCES
BLOCK 1123 LOT 51

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT. WE ARE MISSING DEEDS FOR THIS LOT.
2. DB 655 PG. 151, DB 658 PG. 283, DB 668 PG. 14, DB 677 PG. 171, DB 684 PG. 394, DB 690 PG. 580, DB 690 PG. 581, DB 692 PG. 21, DB 1320 PG. 121
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet 11 of 13

**THE PORT AUTHORITY OF NY & NJ**

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 8**

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| KS ENGINEERS, PC LMV | PJM | |
|---|---|---|
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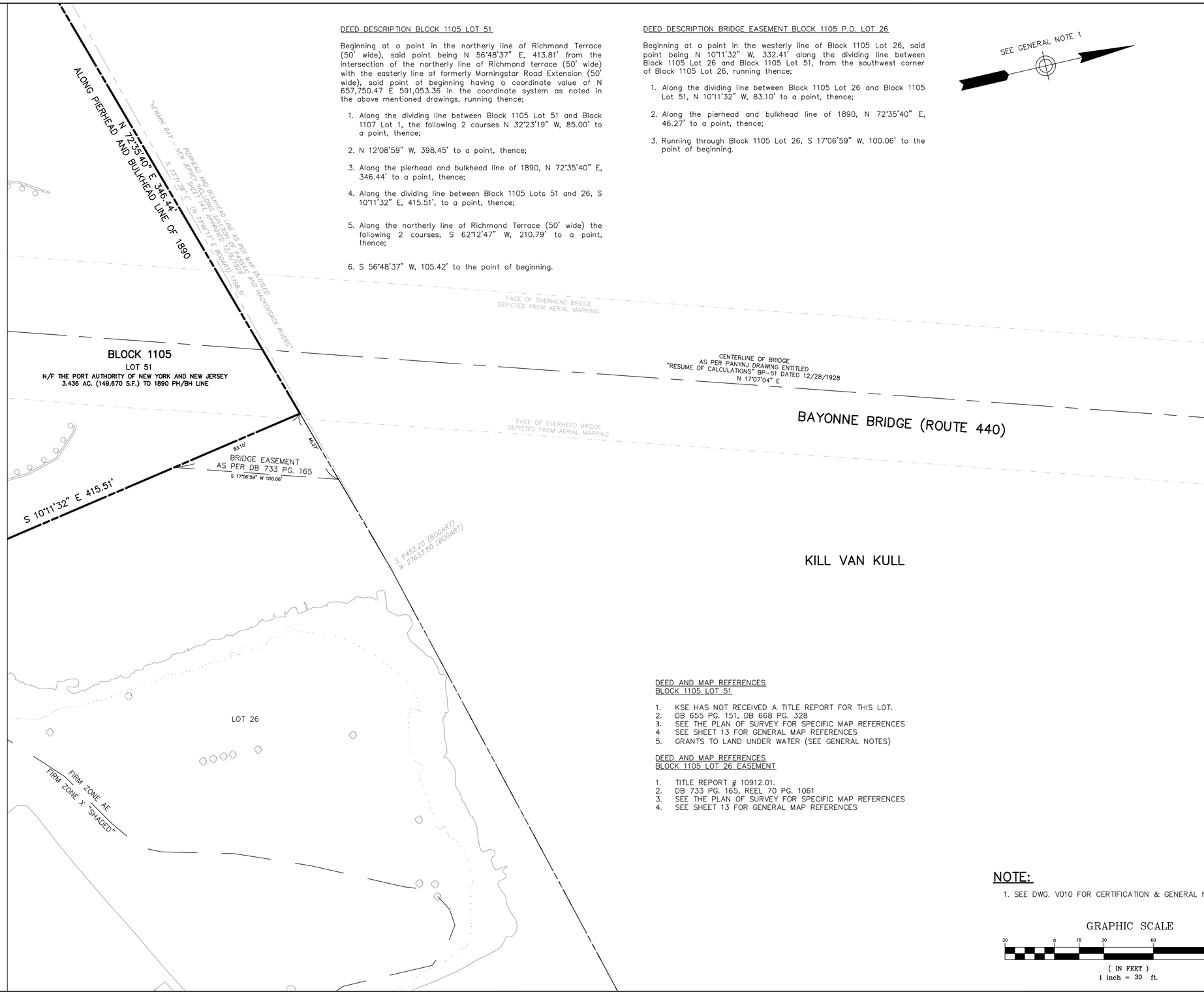
Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V008**

**Survey # 2011-065**




DEED DESCRIPTION BLOCK 1105 LOT 51

Beginning at a point in the northerly line of Richmond Terrace (50' wide), said point being N 56°48'37" E, 413.81' from the intersection of the northerly line of Richmond terrace (50' wide) with the easterly line of formerly Morningstar Road Extension (50' wide), said point of beginning having a coordinate value of N 657,750.47 E 591,053.36 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the dividing line between Block 1105 Lot 51 and Block 1107 Lot 1, the following 2 courses N 32°23'19" W, 85.00' to a point, thence;
2. N 12°08'59" W, 398.45' to a point, thence;
3. Along the pierhead and bulkhead line of 1890, N 72°35'40" E, 346.44' to a point, thence;
4. Along the dividing line between Block 1105 Lots 51 and 26, S 10°11'32" E, 415.51', to a point, thence;
5. Along the northerly line of Richmond Terrace (50' wide) the following 2 courses, S 62°12'47" W, 210.79' to a point, thence;
6. S 56°48'37" W, 105.42' to the point of beginning.

DEED DESCRIPTION BRIDGE EASEMENT BLOCK 1105 P.O. LOT 26

Beginning at a point in the westerly line of Block 1105 Lot 26, said point being N 10°11'32" W, 332.41' along the dividing line between Block 1105 Lot 26 and Block 1105 Lot 51, from the southwest corner of Block 1105 Lot 26, running thence;

1. Along the dividing line between Block 1105 Lot 26 and Block 1105 Lot 51, N 10°11'32" W, 83.10' to a point, thence;
2. Along the pierhead and bulkhead line of 1890, N 72°35'40" E, 46.27' to a point, thence;
3. Running through Block 1105 Lot 26, S 17°06'59" W, 100.06' to the point of beginning.

SEE GENERAL NOTE 1

DEED AND MAP REFERENCES
BLOCK 1105 LOT 51

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT.
2. DB 655 PG. 151, DB 668 PG. 328
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES
5. GRANTS TO LAND UNDER WATER (SEE GENERAL NOTES)

DEED AND MAP REFERENCES
BLOCK 1105 LOT 26 EASEMENT

1. TITLE REPORT # 10912.01.
2. DB 733 PG. 165, REEL 70 PG. 1061
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.



THE PORT AUTHORITY OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

ENGINEERING DEPARTMENT

BAYONNE BRIDGE

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

PLAN OF SURVEY - 9

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| | | |
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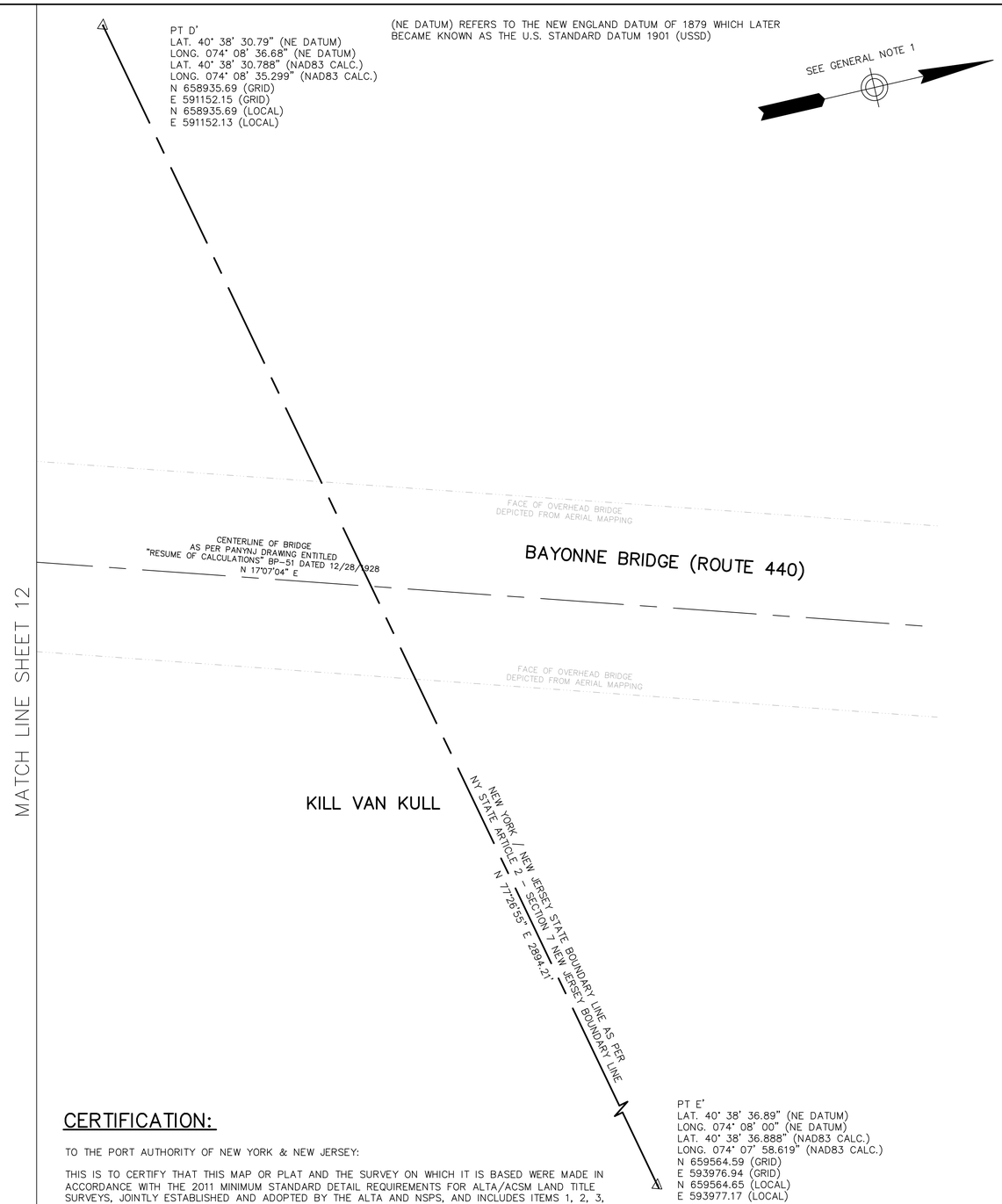
| KS ENGINEERS, PC LMV | | PJM |
| Surveyed by | Drawn by | Checked by |

Date 11/10/2011

Contract Number BBNCP

Drawing Number V009

Survey # 2011-065




## CERTIFICATION:

TO THE PORT AUTHORITY OF NEW YORK & NEW JERSEY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY THE ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 7b(1), 8, 9, 10, 11A, 13, 14, 15 & 20a OF TABLE A THEREOF EXCEPT AS NOTED. THE FIELD WORK WAS COMPLETED ON 7/13/2011 EXCEPT AS NOTED.

DATE OF PLAT OR MAP: 10/7/2011

_____

ROBERT A RYAN
N.Y. PROFESSIONAL LAND SURVEYOR
LICENSE NO. 049728

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

## GENERAL NOTES:

1. UNLESS NOTED OTHERWISE, COORDINATES & BEARINGS ARE BASED ON A LOCALIZED COORDINATE SYSTEM, THIS BEING A GROUND MODIFIED NY EAST/NJ STATE PLANE COORDINATE SYSTEM. THE CENTROID OF THIS LOCALIZED COORDINATE SYSTEM BEING AT N 658,920.126 E 591,358.625 ELEV. 162.220, THE COMBINED SCALE FACTOR BEING 0.99991051. THIS COORDINATE SYSTEM WAS DEVELOPED BY STANTEC UNDER CONTRACT WITH PANYNJ.

2. ELEVATIONS ARE BASED ON NAVD1988 DATUM AS PER THAT MENTIONED IN NOTE 1.

3. PHYSICAL FEATURES, UNLESS NOTED OTHERWISE, THAT ARE NOT WITHIN PANYNJ PROPERTY AND NOT ADJOINING (WITHIN 10') A PANYNJ PROPERTY LINE ARE BASED ON AERIAL MAPPING PROVIDED TO KS ENGINEERS, P.C. BY PANYNJ. THIS AERIAL MAPPING WAS PREPARED BY STANTEC CONSULTING SERVICES, UNDER PANYNJ CONTRACT #___-__-___, SURVEY #2011-014, FLIGHT DATE OF APRIL 15, 2011, DRAWING SCALE OF 1" = 40'. AND MAY NOT REFLECT CURRENT CONDITIONS.

4. FLOOD ZONE CLASSIFICATIONS ARE BASED ON "FLOOD INSURANCE RATE MAP, RICHMOND COUNTY, NEW YORK, PANEL 169 OF 457, MAP NO. 3604970169F". EFFECTIVE DATE SEPTEMBER 5, 2007.
THE MAJORITY OF THE SURVEY LIMITS ARE WITHIN ZONE C, UNLESS SHOWN OTHERWISE.

5. TITLE REPORTS WERE PROVIDED TO KS ENGINEERS, P.C. BY LANDMARK TITLE AGENCY, INC. UNDER SEPARATE CONTRACT WITH PANYNJ AND WERE UTILIZED FOR PREPARATION OF THIS SURVEY. THE TITLE REPORTS FOR PANYNJ PROPERTIES ARE BLOCK 1105 LOT 51 – NO REPORT PROVIDED, BLOCK 1107 LOT 1 – NO REPORT PROVIDED, BLOCK 1105 LOT 26 EASEMENT– NO REPORT PROVIDED, BLOCK 1123 LOT 51 – NO REPORT PROVIDED, BLOCK 1124 LOT 4 – REPORT #10915.04, BLOCK 1125 LOT 1 – NO REPORT PROVIDED, BLOCK 1125 LOT 75 – NO REPORT PROVIDED, BLOCK 1125 LOT 17 EASEMENT – NO REPORT PROVIDED, BLOCK 1127 LOT 1 – NO REPORT PROVIDED, BLOCK 1135 REPORT #10913 (PUBLIC SCHOOL #21).

6. BLOCK 1105 LOT 51 AND BLOCK 1107 LOT 1 ARE SUBJECT TO COVENANTS, CONDITIONS AND RESERVATIONS IN GRANTS OF LANDS UNDER WATER AS PER, LETTERS PATENT (LP) BOOK 31 PG. 141 (GEO. MERRITT); LP BOOK 31 PG. 183 (LOT C. CLARK); LP BOOK 39 PG. 88 (MERRITT, ARNOLD & MALLORY); DB 207 PG. 72 (JOHN GILLIES); DB 291 PG. 63 (CHARLES E. HOUSMAN); DB 314 PG. 14 AND PG. 16 (CYNTHIA L. HOUSMAN); AND DB 441 PG. 374 (HENRY A. TABB).
THE GRANTS GENERALLY EXTEND FROM THE LINE OF ORIGINAL HIGH WATER TO THE BULKHEAD / PIERHEAD LINE OF 1890.

7. TITLE REPORTS FOR CERTAIN ADJOINING PROPERTIES WERE ALSO PROVIDED TO KS ENGINEERS, P.C. BY LANDMARK TITLE AGENCY, INC. UNDER SEPARATE CONTRACT WITH PANYNJ.

8. COORDINATES FOR STATE BOUNDARY LINE PT D' AND PT E' WERE CALCULATED BASED ON THE FOLLOWING (ALSO SEE REPORT FOR SPECIFICS):
   a. LATITUDE AND LONGITUDE IN U. S. STANDARD DATUM (USSD) WAS OBTAINED FROM NEW YORK STATE ARTICLE 2, SECTION 7.
   b. CALCULATE LAT. / LONG. SHIFT FROM USSD TO NAD83, BASED ON NGS DATA SHEET VALUES FOR 8 POINTS ADJOINING THE 2 STATE BOUNDARY POINTS.
   c. CONVERT LAT./ LONG. (NAD83) TO NY EAST/NJ STATE PLANE COORDINATE SYSTEM (NAD83) USING CORPSCON VER. 6.0.1.
   d. TRANSFORM GRID TO LOCAL COORDINATE SYSTEM.

   THE ACCURACY OF THE CALCULATED STATE BOUNDARY COORDINATES ARE SUBJECT TO UNCERTAINTIES (UNQUANTIFIED) THAT MAY EXIST IN REGARD TO THE ACCURACY OF THE USSD VALUES PROVIDED IN NGS DATA SHEETS. THERE IS ALSO AN UNCERTAINTY IN POSITION (0.2' N/S AND 0.8' E/W) AS OBSERVED WHEN COMPARING THE 8 LAT. / LONG. SHIFTS.

9. AREAS OF APPARENT ENCROACHMENT ARE BASED ON WHAT IS SHOW BY THE 2011 AERIAL MAPPING, AND AS PER PANYNJ REPORT TITLED "BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM, REAL ESTATE ENCROACHMENTS" NO DATE. THE ACTUAL LIMIT AND CHARACTER OF THE APPARENT ENCROACHMENT IS YET TO BE DETERMINED, WHICH WILL BE BASED ON A FIELD SURVEY (SEE NOTE 10) OF THE APPARENT ENCROACHMENTS.

10. AS DIRECTED BY THE CLIENT WE HAVE NOT SURVEYED AREAS THAT ARE WITHIN PRIVATELY HELD PROPERTIES, AS WELL WE HAVE NOT SURVEYED AREAS WITHIN PANYNJ LANDS THAT MAY APPEAR TO BE PRIVATELY HELD PROPERTY BASED ON OCCUPATION.

## GENERAL MAP REFERENCES:

1. UNTITLED MAP FROM RICHMOND COUNTY, COMMONLY KNOWN AS "TRAVERSE SHEETS" SHEETS 8 AND 15.
2. "NORTH-ALLISON & ETTLINGER CERTIFIED SURVEYS, PORT RICHMOND, NEW YORK TITLE AND MORTGAGE CO." DATED JAN. 1928.
3. "THE PORT OF NEW YORK AUTHORITY, KILL VAN KULL BRIDGE, BAYONNE-PORT RICHMOND, RESUME OF CALCULATIONS" DRAWING NO. BP-51, DATED DECEMBER 28, 1928.
4. "THE PORT OF NEW YORK AUTHORITY, KILL VAN KULL BRIDGE, BAYONNE-PORT RICHMOND, MAP SHOWING PROPERTY ACQUIRED AND RECORD OF ACQUIREMENTS, PORT RICHMOND, NY CITY" DRAWING NO. BP-23, DATED MAY 14, 1928.
5. "THE PORT OF NEW YORK AUTHORITY, BAYONNE BRIDGE, BAYONNE-PORT RICHMOND, RECORD PROPERTY MAP" DRAWING NO. BP-R2, DATED JANUARY 27, 1933.
6. "THE PORT OF NEW YORK AUTHORITY, BAYONNE BRIDGE, BAYONNE-PORT RICHMOND, PLAN SHOWING PROPERTY RIGHTS & EASEMENTS FOR TRANSFER IN PORT RICHMOND" DRAWING NO. BP-113, DATED MAY 3, 1934.
7. "THE PORT OF NEW YORK AUTHORITY, BAYONNE BRIDGE, BAYONNE-PORT RICHMOND, PROPERTY RIGHTS – PORT RICHMOND PLAZA – PORT RICHMOND N.Y." DRAWING NO. BP-118, DATED DEC. 11, 1944.
8. "THE PORT OF NEW YORK AUTHORITY, BAYONNE BRIDGE, PROPERTY LINE SURVEY AT STATEN ISLAND PLAZA" DRAWING NO. BB-F-6, DATED JULY 24, 1964.
9. "MAP OF PROPERTY BELONGING TO ERASTUS WIMAN,, ELM PARK" PREPARED BY T.A.E. BUSTED SURVEYOR, MARCH 1889.
10. "MAP OF PROPERTY BELONGING TO ERASTUS WIMAN,, ELM PARK" PREPARED BY T.A.E. BUSTED SURVEYOR, MARCH 1889.
11. FILED MAP #60 FILED IN RICHMOND COUNTY CLERK OFFICE 5/16, 1849 ENTITLED, "MAP OF PROPERTY IN THE TOWN OF NORTHFIELD, RICHMOND COUNTY, STATEN ISLAND BELONGING TO GEORGE SANDS, JAMES HOOKER, HOWLER R. SHERMAN & WILLIAM W. WOODWORTH",DATED 12/24/1847.
12. "MAP OF LANDS UNDER THE WATERS OF KILL VAN KULL AND UPLANDS AT NEWARK AVENUE & RICHMOND TERRACE, PORT RICHMOND, BOROUGH OF RICHMOND, NEW YORK CITY, N.Y." DRAWING NO. BP-112DATED FEB. 24, 1932.
13. "SINGLE LINE SURVEY OF WESTERLY LINE AND PLOTTING OF DEEDS AND GRANTS" PREPARED BY ETTLINGER & ETTLINGER, P.C. DATED 10/2/1989.
14. SURVEY PREPARED BY RODGERS SURVEYING, PLLC DATED 12/1/08, FILE NO. 25153-LOT-100 ENTITLED "RICHMOND TERRACE, TAX LOT 100 BLOCK 1107, STATEN ISLAND, NEW YORK".
15. NYC DIGITAL TAX MAPS FOR STATEN ISLAND BLOCKS 1105, 1107, 1116, 1121, 1123, 1124, 1125, 1126, 1127, 1131, 1133, 1135, 1136, 1153, 1154 AND 1166.
16. OLD STATEN ISLAND TAX MAP SHEETS 1, 2, 5, 6 , 7, 9 AND 10.

Sheet **13** of **13**

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ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 10**

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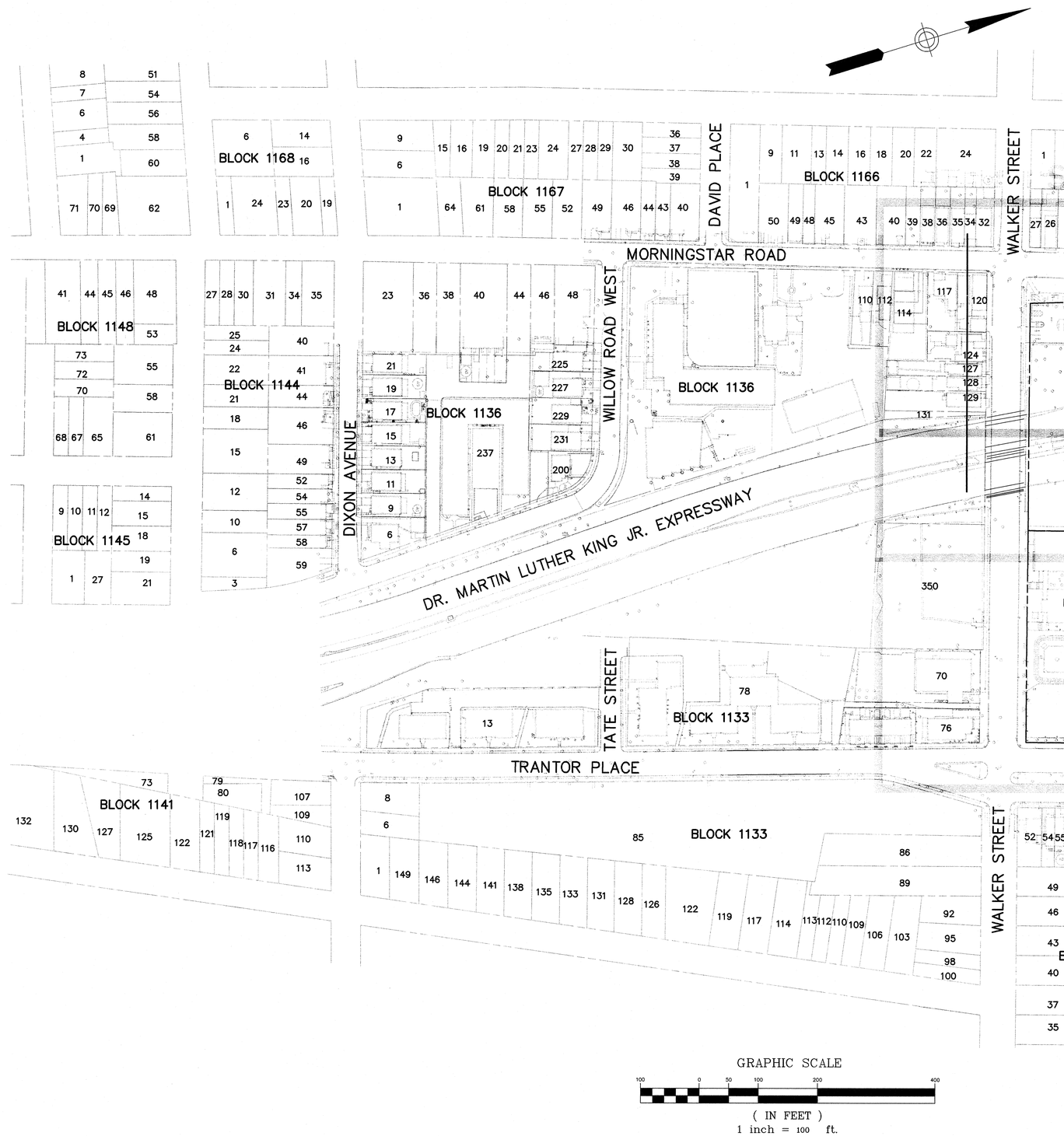
| KS ENGINEERS, PC LMV | PJM | |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V010**

**Survey # 2011-065**




Sheet 1 of 13

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OF NY & NJ

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NEWARK NJ 07102
(973) 623-2999

ROBERT A. RYAN
N.Y. Professional Land Surveyor # 049728

| No. | Date | Revision | Approved |
|---|---|---|---|

*ENGINEERING DEPARTMENT*

**BAYONNE BRIDGE**

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

KEY MAP - 1

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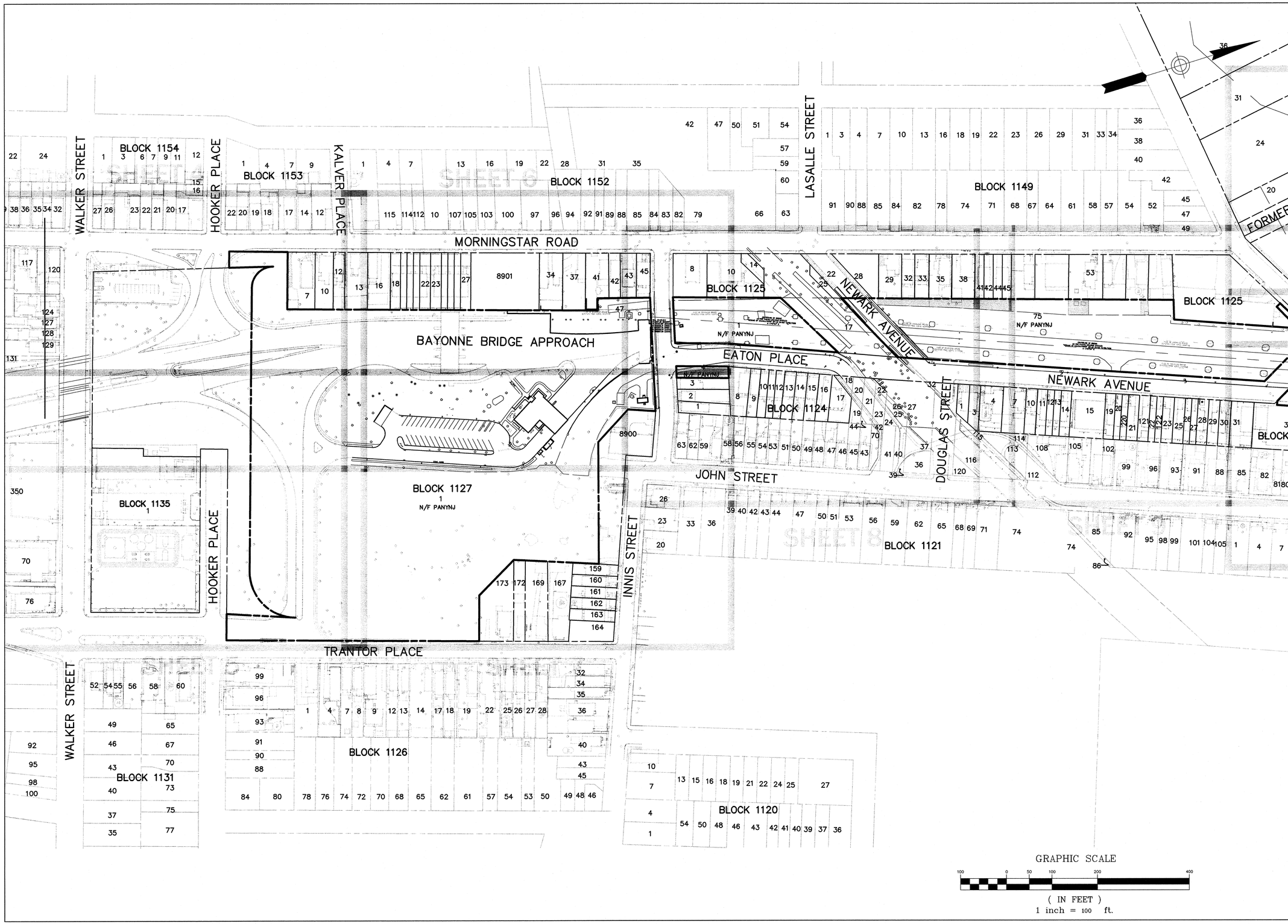
| KS ENGINEERS | LMV | DEW |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V00KM1**

**Survey # 2011-065**




Sheet 2 of 13

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| No. | Date | Revision | Approved |
|---|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

KEY MAP - 2

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Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V00KM2**

**Survey # 2011-065**

Sheet **3** of **13**

**THE PORT AUTHORITY**
OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET
NEWARK, NJ 07102
(973) 623-2999

ROBERT A. RYAN
N.Y. Professional Land Surveyor # 049728

| No. | Date | Revision | Approved |
|---|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

KEY MAP - 3

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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| KS ENGINEERS | LMV | DEW |
|---|---|---|
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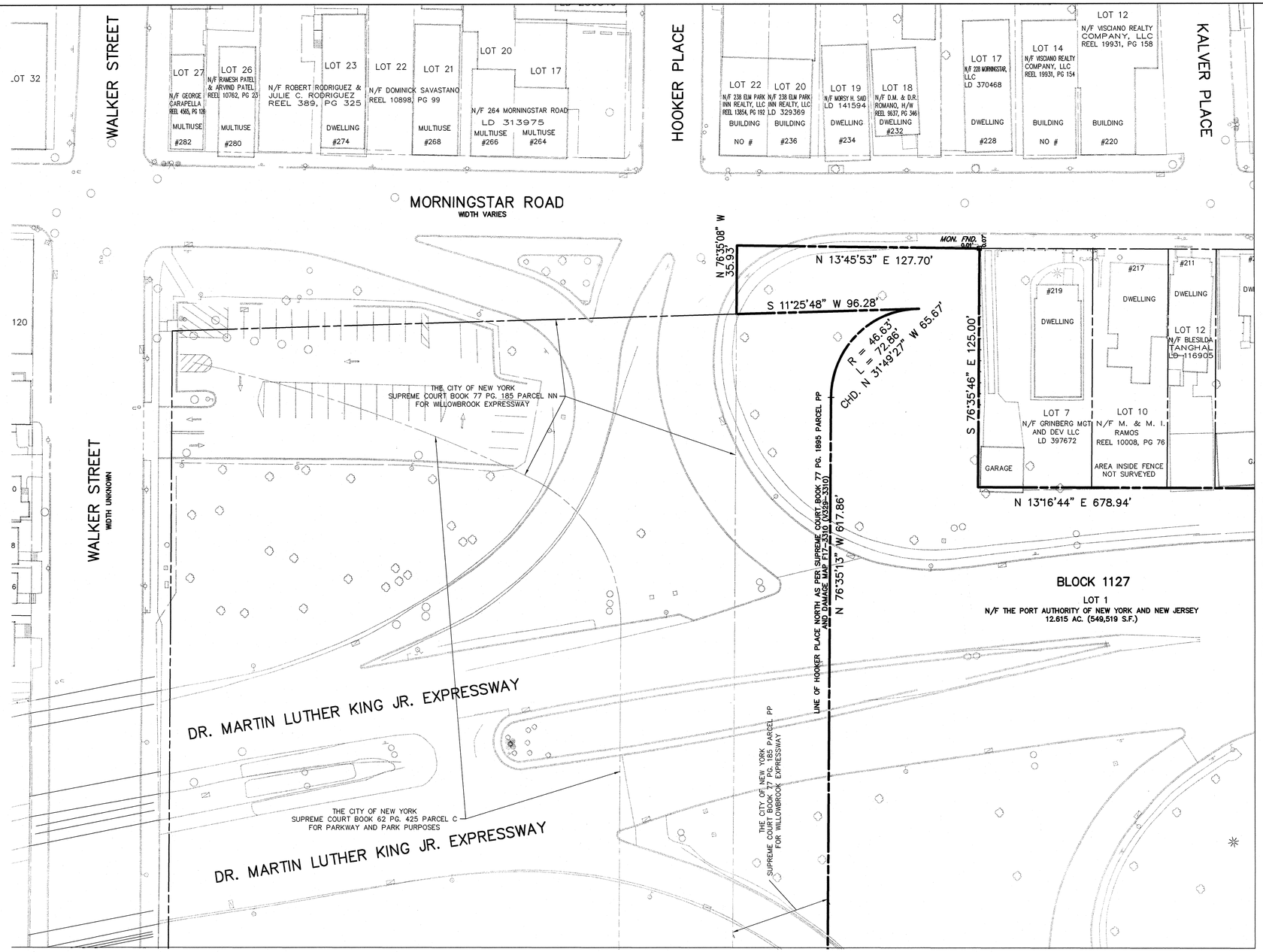
Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V00KM3**

Survey # **2011-065**




DEED AND MAP REFERENCES
BLOCK 1135

1. TITLE REPORT 10913 (PUBLIC SCHOOL #21) 10/12/11.
2. SC MIS BK 62 PG. 425 AND SC MIS BK 77 PG. 185
3. MAP OF SURVEY OF PROPOERT IN THE 3RD. WARD BORO OF RICHMOND, CITY OF NEW YORK, PREPARED BY NORTH-ALLISON & ETTLINGER, FILE NO. R-728 DATED MAY 1928
4. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
5. SEE SHEET 13 FOR GENERAL MAP REFERENCES

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

Sheet 4 of 13

**THE PORT AUTHORITY OF NY & NJ**

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| No. | Date | Revision | Approved |
|---|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 1**

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Date **11/10/2011**

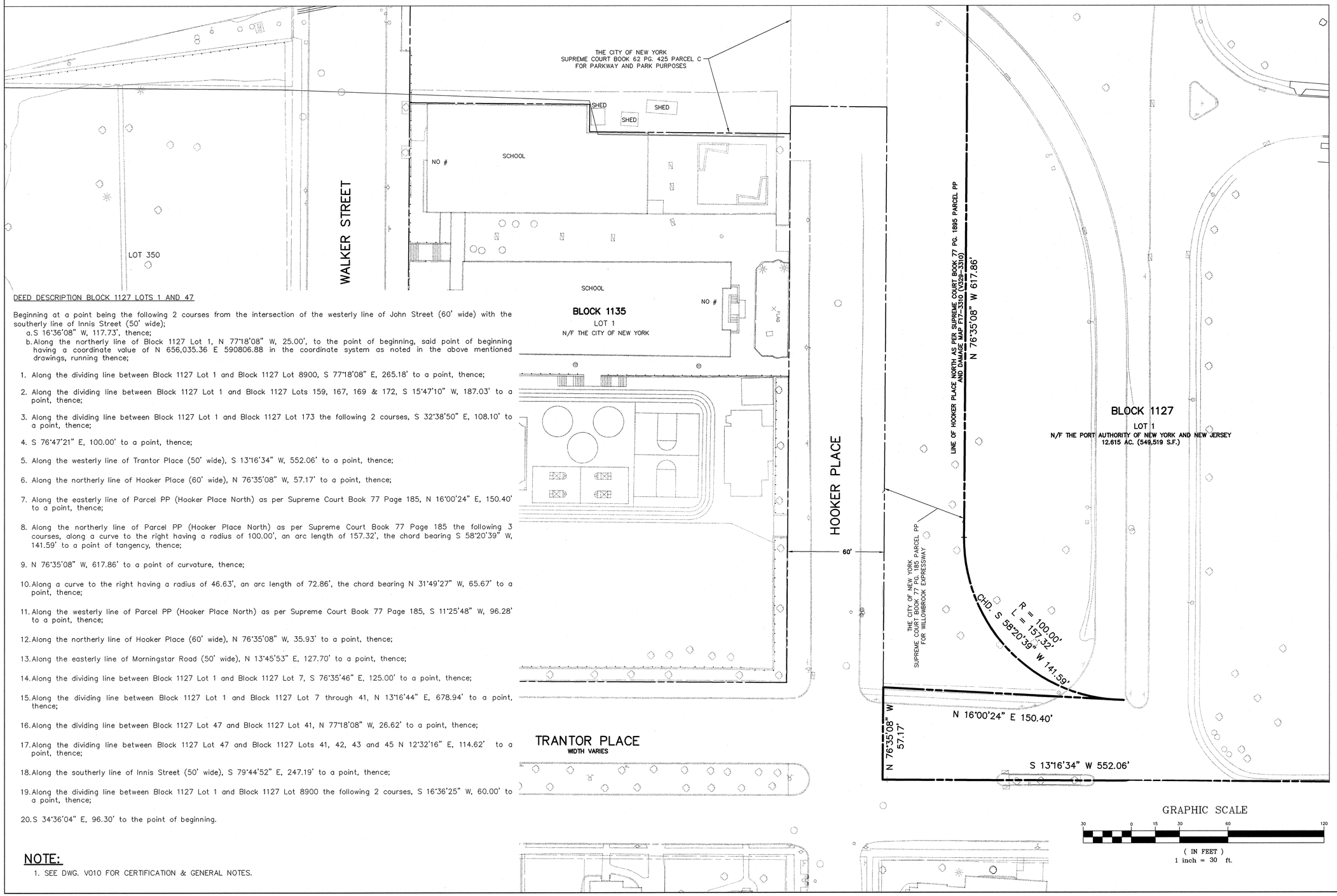
Contract Number **BBNCP**

Drawing Number **V001**

**Survey # 2011-065**

**THE PORT AUTHORITY**
OF NY & NJ

MATCH LINE SHEET 4




DEED DESCRIPTION BLOCK 1127 LOTS 1 AND 47

Beginning at a point being the following 2 courses from the intersection of the westerly line of John Street (60' wide) with the southerly line of Innis Street (50' wide);

a. S 16°36'08" W, 117.73', thence;
b. Along the northerly line of Block 1127 Lot 1, N 77°18'08" W, 25.00', to the point of beginning, said point of beginning having a coordinate value of N 656,035.36 E 590806.88 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 8900, S 77°18'08" E, 265.18' to a point, thence;
2. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lots 159, 167, 169 & 172, S 15°47'10" W, 187.03' to a point, thence;
3. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 173 the following 2 courses, S 32°38'50" E, 108.10' to a point, thence;
4. S 76°47'21" E, 100.00' to a point, thence;
5. Along the westerly line of Trantor Place (50' wide), S 13°16'34" W, 552.06' to a point, thence;
6. Along the northerly line of Hooker Place (60' wide), N 76°35'08" W, 57.17' to a point, thence;
7. Along the easterly line of Parcel PP (Hooker Place North) as per Supreme Court Book 77 Page 185, N 16°00'24" E, 150.40' to a point, thence;
8. Along the northerly line of Parcel PP (Hooker Place North) as per Supreme Court Book 77 Page 185 the following 3 courses, along a curve to the right having a radius of 100.00', an arc length of 157.32', the chord bearing S 58°20'39" W, 141.59' to a point of tangency, thence;
9. N 76°35'08" W, 617.86' to a point of curvature, thence;
10. Along a curve to the right having a radius of 46.63', an arc length of 72.86', the chord bearing N 31°49'27" W, 65.67' to a point, thence;
11. Along the westerly line of Parcel PP (Hooker Place North) as per Supreme Court Book 77 Page 185, S 11°25'48" W, 96.28' to a point, thence;
12. Along the northerly line of Hooker Place (60' wide), N 76°35'08" W, 35.93' to a point, thence;
13. Along the easterly line of Morningstar Road (50' wide), N 13°45'53" E, 127.70' to a point, thence;
14. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 7, S 76°35'46" E, 125.00' to a point, thence;
15. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 7 through 41, N 13°16'44" E, 678.94' to a point, thence;
16. Along the dividing line between Block 1127 Lot 47 and Block 1127 Lot 41, N 77°18'08" W, 26.62' to a point, thence;
17. Along the dividing line between Block 1127 Lot 47 and Block 1127 Lots 41, 42, 43 and 45 N 12°32'16" E, 114.62' to a point, thence;
18. Along the southerly line of Innis Street (50' wide), S 79°44'52" E, 247.19' to a point, thence;
19. Along the dividing line between Block 1127 Lot 1 and Block 1127 Lot 8900 the following 2 courses, S 16°36'25" W, 60.00' to a point, thence;
20. S 34°36'04" E, 96.30' to the point of beginning.

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-7999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

PLAN OF SURVEY - 2

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| KS ENGINEERS, PC LMV | | PJM |
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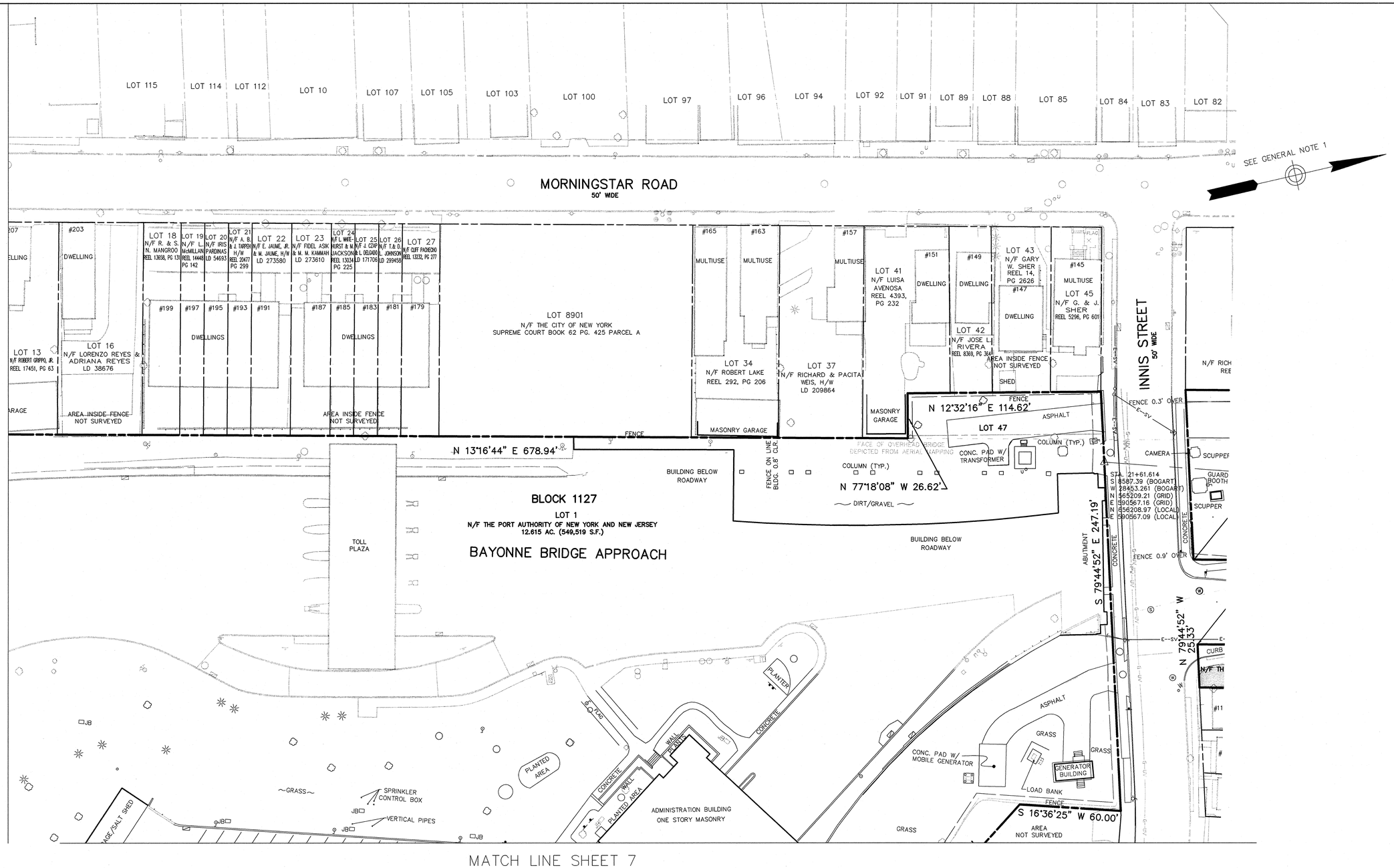
Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V002**

**Survey # 2011-065**




DEED AND MAP REFERENCES
BLOCK 1127 LOT 1 AND 47

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT.
2. DB 660 PG. 148, DB 664 PG. 309, DB 665 PG. 565, DB 666 PG. 155, DB 666 PG. 194, DB 667 PG. 50, DB 667 PG. 64, DB 667 PG. 65, DB 667 PG. 66, DB 668 PG. 13, DB 668 PG. 133, DB 670 PG. 595, DB 672 PG. 8, DB 672 PG. 10, DB 673 PG. 154, DB 677 PG. 173, DB 716 PG. 130, DB 716 PG. 549, DB 717 PG. 110, DB 717 PG. 118, DB 1697 PG. 51
3. DAMAGE MAP F17-3310 (V329-3310)
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet 6 of 13

**THE PORT AUTHORITY**
OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

PLAN OF SURVEY - 3

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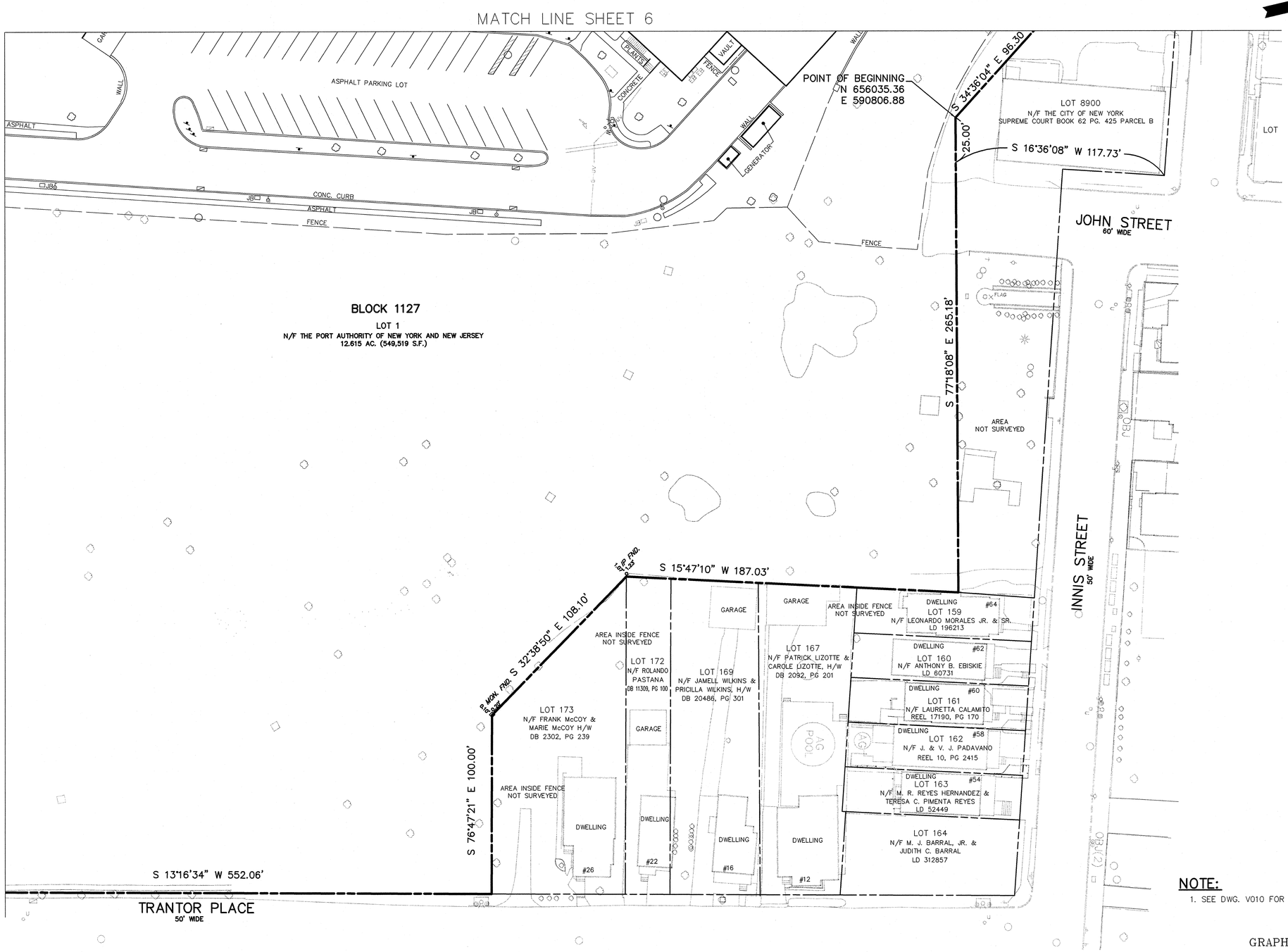
Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V003**

**Survey # 2011-065**




## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet 7 of 13

**THE PORT AUTHORITY**
OF NY & NJ

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(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
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***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 4**

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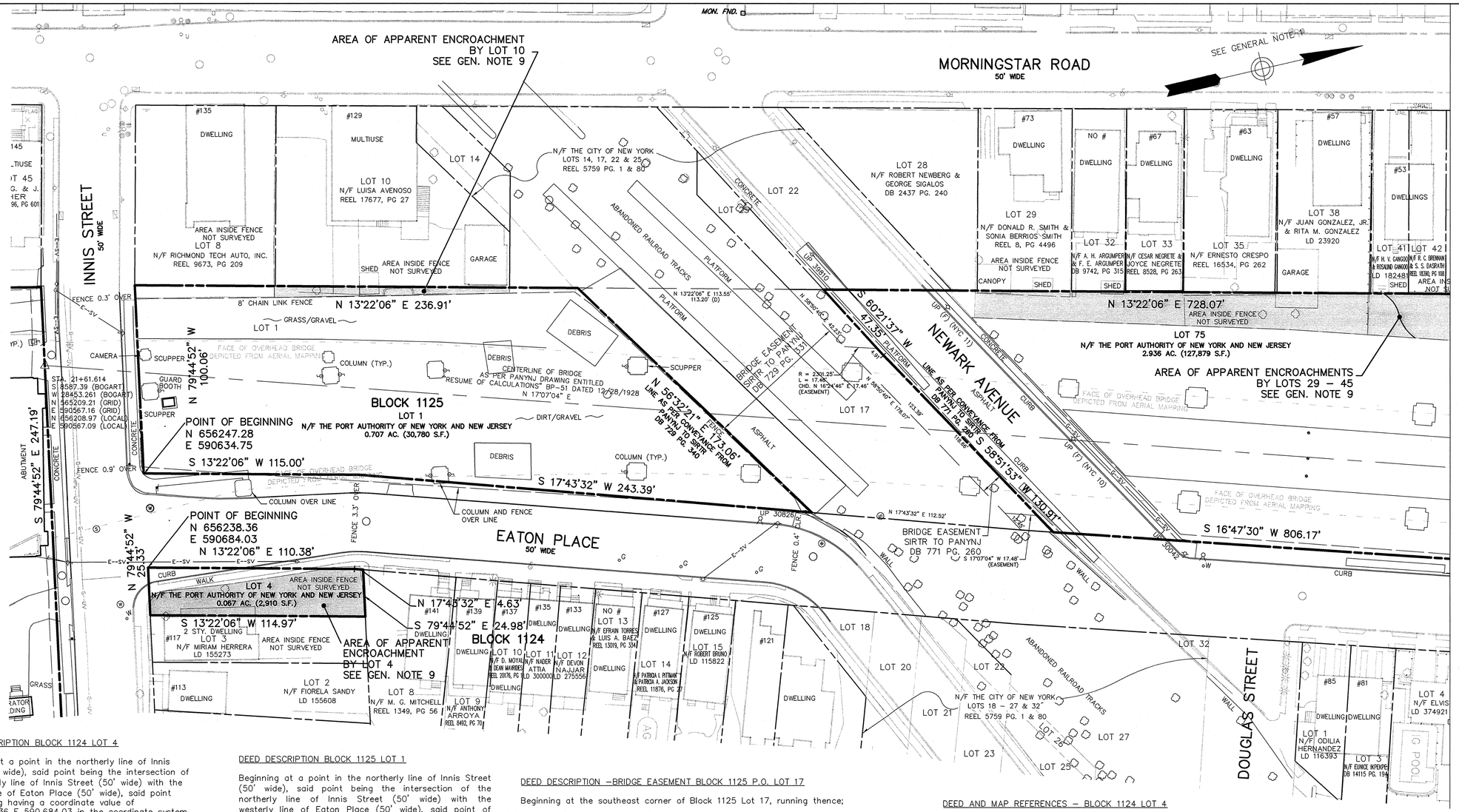
| KS ENGINEERS, PC LMV | PJM |
|---|---|
| Surveyed by Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V004**

**Survey # 2011-065**




DEED DESCRIPTION BLOCK 1124 LOT 4

Beginning at a point in the northerly line of Innis Street (50' wide), said point being the intersection of the northerly line of Innis Street (50' wide) with the easterly line of Eaton Place (50' wide), said point of beginning having a coordinate value of N 656,238.36 E 590,684.03 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the westerly line of Eaton Place Street (50' wide) the following 2 courses N 13°22'06" E, 110.38' to a point, thence;
2. N 17°43'32" E, 4.63', to a point, thence;
3. Along the dividing line between Block 1124 Lot 4 and Block 1124 Lot 8, S 79°44'52" E, 24.98', to a point, thence;
4. Along the dividing line between Block 1124 Lot 1 and Block 1124 Lot 3, S 13°22'06" W, 114.97' to a point, thence;
5. Along the northerly line of Innis Street (50' wide) N 79°44'52" W, 25.33' to the point of beginning.

DEED DESCRIPTION BLOCK 1125 LOT 1

Beginning at a point in the northerly line of Innis Street (50' wide), said point being the intersection of the northerly line of Innis Street (50' wide) with the westerly line of Eaton Place (50' wide), said point of beginning having a coordinate value of N 656,247.28 E 590,634.75 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the northerly line of Innis Street (50' wide) N 79°44'52" W, 100.06' to a point, thence;
2. Along the dividing line between Block 1125 Lot 1 and Block 1125 Lots 8, 10 & 17, N 13°22'06" E, 236.91', to a point, thence;
3. Along the dividing line between Block 1125 Lot 1 and Block 1125 Lot 17, said dividing line being the same line as per the conveyance from The Port of New York Authority to The Staten Island Rapid Transit Railway Company in deed book 729 page 340, N 56°32'21" E, 173.06' to a point, thence;
4. Along the westerly line of Eaton Place (50' wide) the following 2 courses S 17°43'32" W, 243.39', to a point, thence;
5. S 13°22'06" W, 115.00' to the point of beginning.

DEED DESCRIPTION –BRIDGE EASEMENT BLOCK 1125 P.O. LOT 17

Beginning at the southeast corner of Block 1125 Lot 17, running thence;

1. Along the dividing line between Block 1125 Lot 17 and Block 1125 Lot 1, said dividing line being the same line as per the conveyance from The Port of New York Authority to The Staten Island Rapid Transit Railway Company in deed book 729 page 340, S 56°32'21" W, 173.06' to a point, thence;
2. Running through Block 1125 Lot 17 the following 3 courses, N 13°22'06" E, 113.55' to a point, thence;
3. N 58°50'40" E, 42.23' to a point, thence;
4. Along a curve to the right having a radius of 2301.25' an arc length of 17.46' the chord bearing N 16°24'46" E, 17.46' to a point, thence;
5. Along the dividing line between Block 1125 Lot 17 and Block 1125 Lot 75, said dividing line being the same line as per the conveyance from The Port of New York Authority to The Staten Island Rapid Transit Railway Company in deed book 771 page 260, the following 2 courses N 60°21'37" E, 4.91' to a point, thence;
6. N 58°51'53" E, 118.66', to a point, thence;
7. Running through Block 1125 Lot 17 the following 2 courses, S 17°07'04" W, 17.48', to a point, thence;
8. N 58°50'40" E, 12.45', to a point, thence;
9. Along the westerly line of Eaton Place (50' wide) S 17°43'32" W, 112.52' to the point of beginning.

DEED AND MAP REFERENCES – BLOCK 1124 LOT 4

1. TITLE REPORT #10915.04
2. DB 719 PG. 72
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

DEED AND MAP REFERENCES – BLOCK 1125 LOT 1

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT.
2. DB 658 PG. 327, DB 659 PG. 264, DB 661 PG. 278, DB 663 PG. 84, DB 666 PG. 152, DB 667 PG. 68, DB 683 PG. 213, DB 729 PG. 340
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

DEED AND MAP REFERENCES – BLOCK 1125 LOT 17 EASEMENT

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT.
2. DB 729 PG. 331, DB 729 PG. 340, DB 771 PG. 260
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
3. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.
2. BLOCK 1125 LOT 17 IS SUBJECT TO A PERPETUAL UTILITY EASEMENT TO CONSOLIDATED EDISION CO. OF NY, INC. AS PER REEL 3344 PG. 155.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet 8 of 13

**THE PORT AUTHORITY OF NY & NJ**

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK, N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

PLAN OF SURVEY - 5

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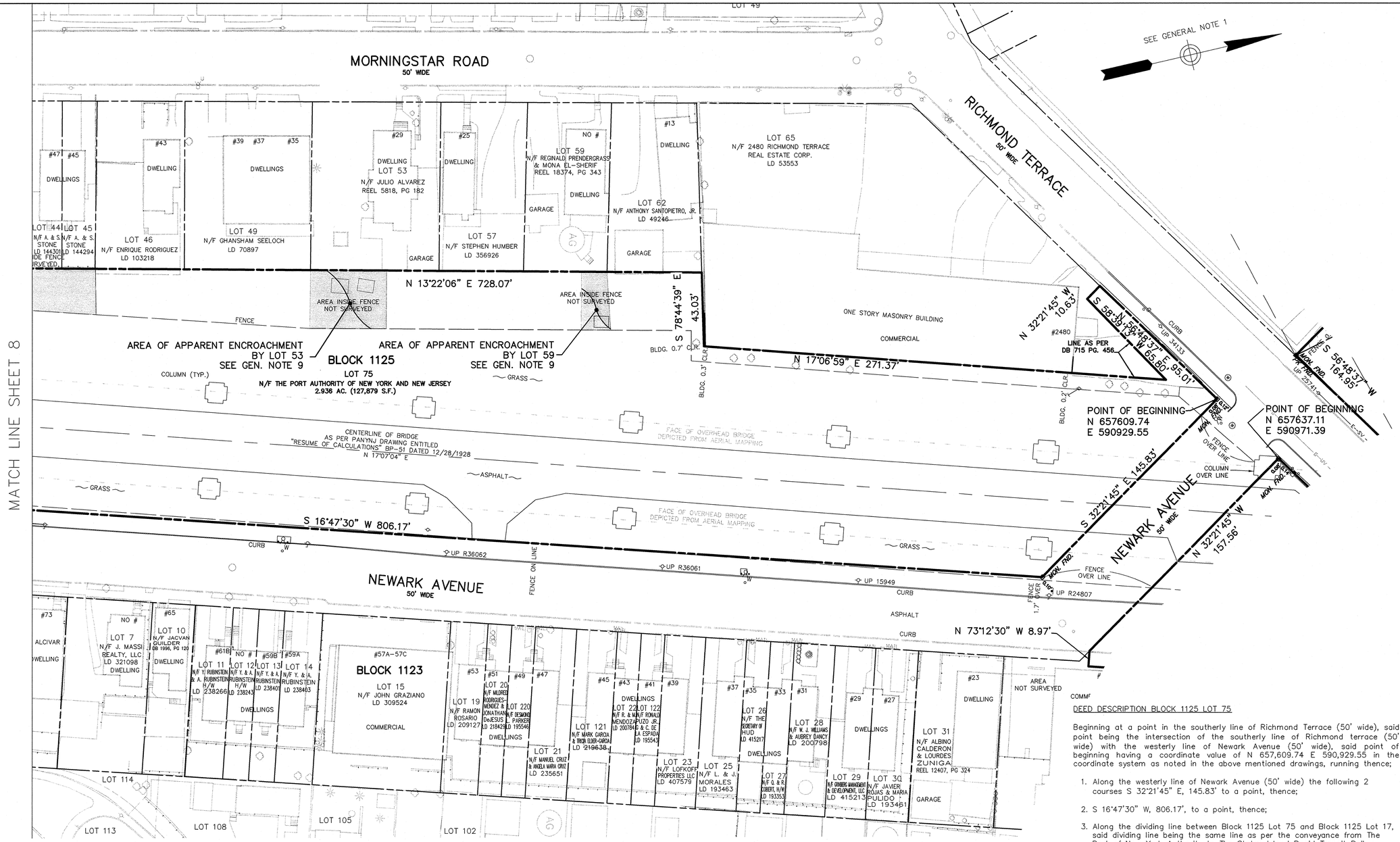
| | |
|---|---|
| KS ENGINEERS, PC LMV | PJM |
| Surveyed by Drawn by | Checked by |
| Date | 11/10/2011 |
| Contract Number | BBNCP |
| Drawing Number | V005 |

Survey # 2011-065




DEED AND MAP REFERENCES
BLOCK 1125 LOT 75

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT. WE ARE MISSING DEEDS FOR THIS LOT.
2. DB 655 PG. 301, DB 655 PG. 486, DB 656 PG. 237, DB 666 PG. 59, DB 658 PG. 240, DB 658 PG. 241, DB 658 PG. 325, DB 658 PG. 336, DB 659 PG. 265, DB 659 PG. 267, DB 682 PG. 330, DB 683 PG. 378, DB 715 PG. 456, DB 771 PG. 260
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

DEED DESCRIPTION BLOCK 1125 LOT 75

Beginning at a point in the southerly line of Richmond Terrace (50' wide), said point being the intersection of the southerly line of Richmond terrace (50' wide) with the westerly line of Newark Avenue (50' wide), said point of beginning having a coordinate value of N 657,609.74 E 590,929.55 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the westerly line of Newark Avenue (50' wide) the following 2 courses S 32°21'45" E, 145.83' to a point, thence;
2. S 16°47'30" W, 806.17', to a point, thence;
3. Along the dividing line between Block 1125 Lot 75 and Block 1125 Lot 17, said dividing line being the same line as per the conveyance from The Port of New York Authority to The Staten Island Rapid Transit Railway Company in deed book 771 page 260, the following 2 courses S 58°51'53" W, 130.91' to a point, thence;
4. S 60°21'37" W, 47.35', to a point, thence;
5. Along the dividing line between Block 1125 Lot 75 and Block 1125 Lots 22 through 62, N 13°22'06" E, 728.07' to a point, thence;
6. Along the dividing line between Block 1125 Lot 75 and Block 1125 Lot 65 the following 4 courses, S 78°44'39" E, 43.03' to a point, thence;
7. N 17°06'59" E, 271.37', to a point, thence;
8. S 58°39'13" W, 65.80', to a point, thence;
9. N 32°21'45" W, 10.63', to a point, thence;
10. Along the northerly line of Richmond Terrace (50' wide) N 56°48'37" E, 95.01' to the point of beginning.

Sheet 9 of 13

**THE PORT AUTHORITY OF NY & NJ**

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK NJ 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 6**

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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| | | |
|---|---|---|
| KS ENGINEERS, PC LMV | | PJM |
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

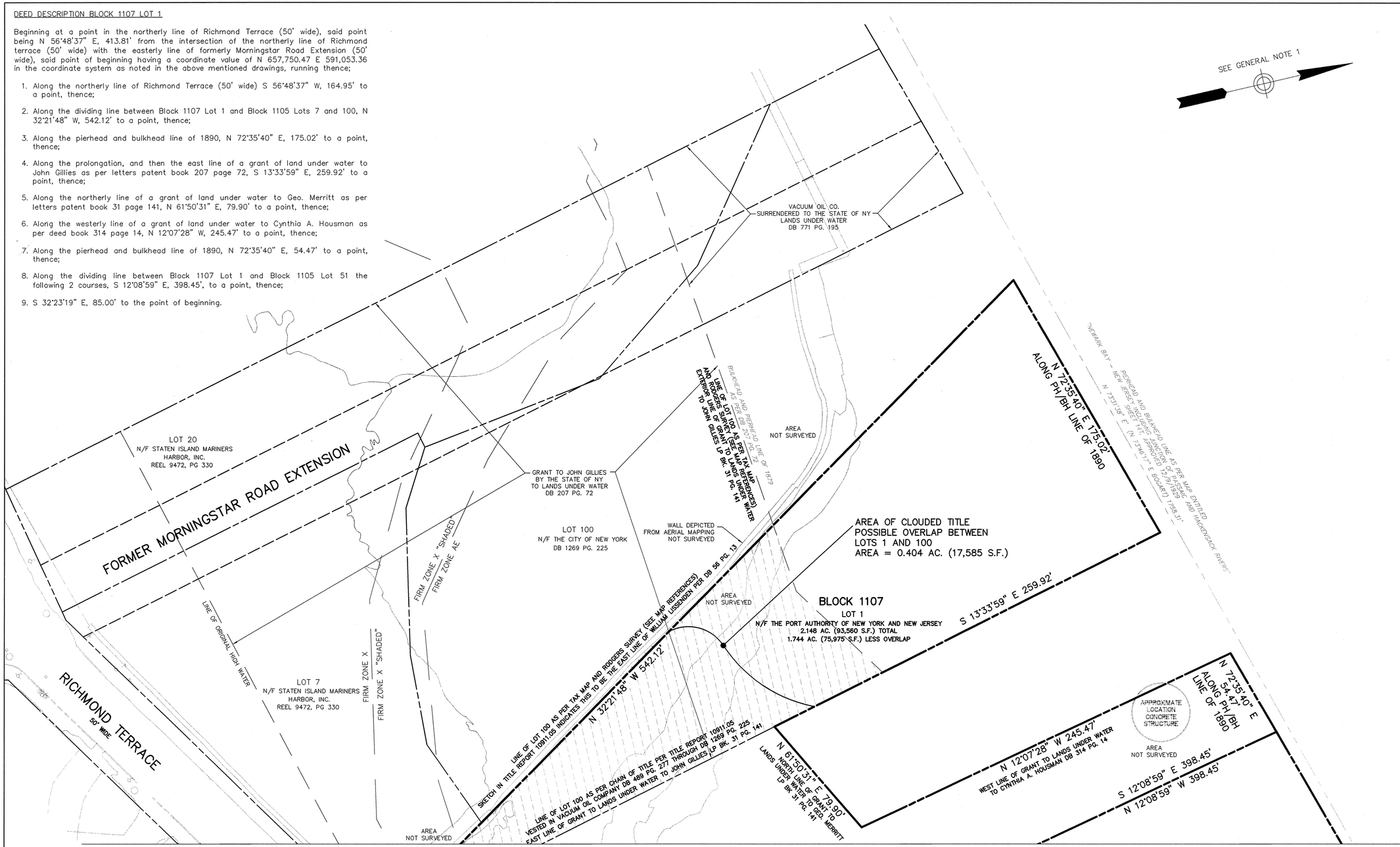
Drawing Number **V006**

Survey # 2011-065

DEED DESCRIPTION BLOCK 1107 LOT 1

Beginning at a point in the northerly line of Richmond Terrace (50' wide), said point being N 56°48'37" E, 413.81' from the intersection of the northerly line of Richmond terrace (50' wide) with the easterly line of formerly Morningstar Road Extension (50' wide), said point of beginning having a coordinate value of N 657,750.47 E 591,053.36 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the northerly line of Richmond Terrace (50' wide) S 56°48'37" W, 164.95' to a point, thence;
2. Along the dividing line between Block 1107 Lot 1 and Block 1105 Lots 7 and 100, N 32°21'48" W, 542.12' to a point, thence;
3. Along the pierhead and bulkhead line of 1890, N 72°35'40" E, 175.02' to a point, thence;
4. Along the prolongation, and then the east line of a grant of land under water to John Gillies as per letters patent book 207 page 72, S 13°33'59" E, 259.92' to a point, thence;
5. Along the northerly line of a grant of land under water to Geo. Merritt as per letters patent book 31 page 141, N 61°50'31" E, 79.90' to a point, thence;
6. Along the westerly line of a grant of land under water to Cynthia A. Housman as per deed book 314 page 14, N 12°07'28" W, 245.47' to a point, thence;
7. Along the pierhead and bulkhead line of 1890, N 72°35'40" E, 54.47' to a point, thence;
8. Along the dividing line between Block 1107 Lot 1 and Block 1105 Lot 51 the following 2 courses, S 12°08'59" E, 398.45', to a point, thence;
9. S 32°23'19" E, 85.00' to the point of beginning.




MATCH LINE SHEETS 11 & 12

DEED AND MAP REFERENCES BLOCK 1107 LOT 1

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT. WE ARE MISSING DEEDS FOR THIS LOT.
2. DB 668 PG. 14, DB 668 PG. 18
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES
5. GRANTS TO LAND UNDER WATER (SEE GENERAL NOTES)

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet 10 of 13

**THE PORT AUTHORITY**
OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK, NJ 07102
(973)623-2993

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

PLAN OF SURVEY - 7

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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| KS ENGINEERS, PC LMV | PJM |
|---|---|
| Surveyed by Drawn by | Checked by |

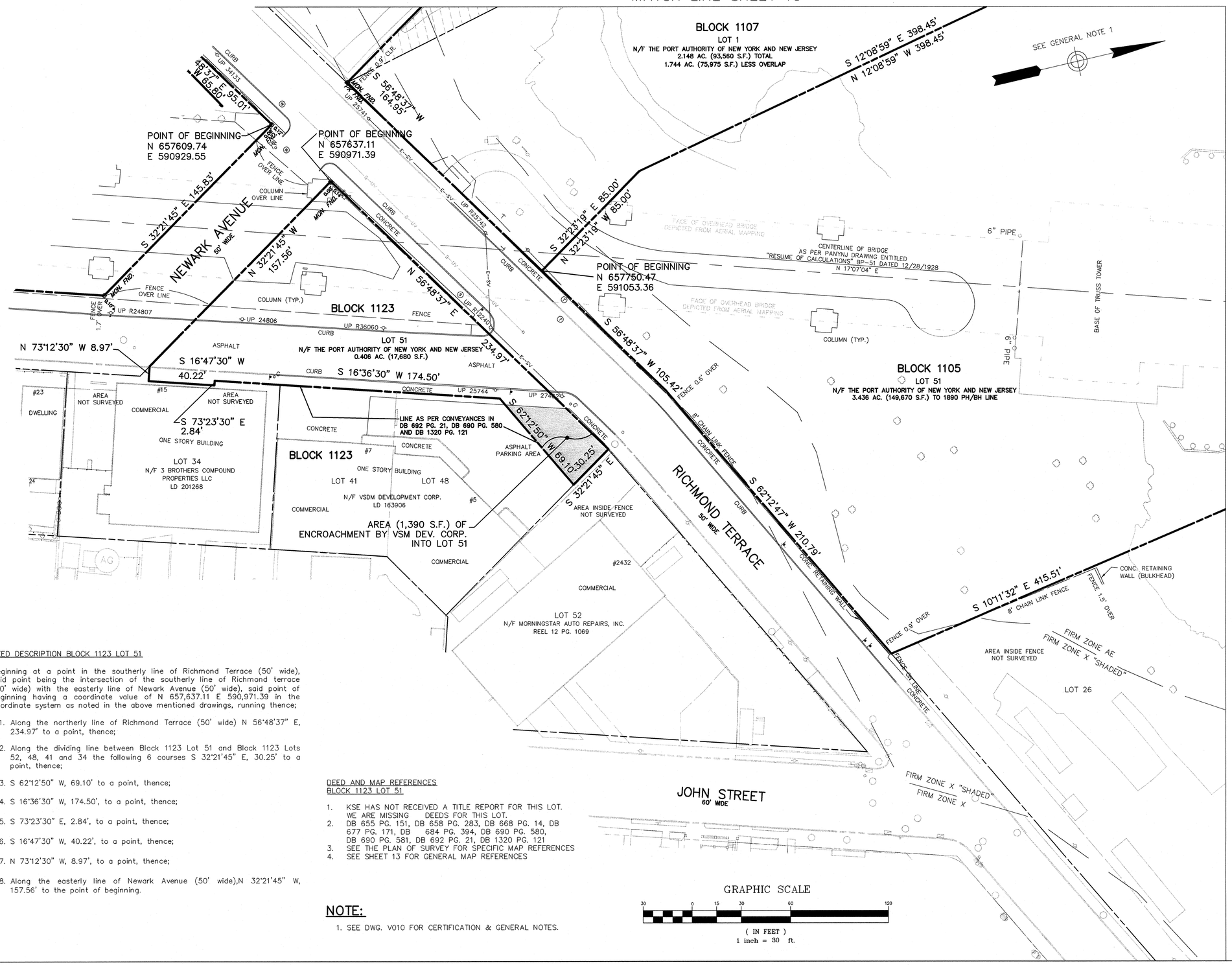
Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V007**

**Survey # 2011-065**

MATCH LINE SHEET 10




MATCH LINE SHEET 12

DEED DESCRIPTION BLOCK 1123 LOT 51

Beginning at a point in the southerly line of Richmond Terrace (50' wide), said point being the intersection of the southerly line of Richmond terrace (50' wide) with the easterly line of Newark Avenue (50' wide), said point of beginning having a coordinate value of N 657,637.11 E 590,971.39 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the northerly line of Richmond Terrace (50' wide) N 56°48'37" E, 234.97' to a point, thence;
2. Along the dividing line between Block 1123 Lot 51 and Block 1123 Lots 52, 48, 41 and 34 the following 6 courses S 32°21'45" E, 30.25' to a point, thence;
3. S 62°12'50" W, 69.10' to a point, thence;
4. S 16°36'30" W, 174.50', to a point, thence;
5. S 73°23'30" E, 2.84', to a point, thence;
6. S 16°47'30" W, 40.22', to a point, thence;
7. N 73°12'30" W, 8.97', to a point, thence;
8. Along the easterly line of Newark Avenue (50' wide),N 32°21'45" W, 157.56' to the point of beginning.

DEED AND MAP REFERENCES
BLOCK 1123 LOT 51

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT. WE ARE MISSING DEEDS FOR THIS LOT.
2. DB 655 PG. 151, DB 658 PG. 283, DB 668 PG. 14, DB 677 PG. 171, DB 684 PG. 394, DB 690 PG. 580, DB 690 PG. 581, DB 692 PG. 21, DB 1320 PG. 121
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

**THE PORT AUTHORITY OF NY & NJ**

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

ALTA/ACSM LAND TITLE SURVEY
BLOCK 1105 LOT 51, BLOCK 1107 LOT 1
BLOCK 1123 LOT 51
BLOCK 1124 LOT 4
BLOCK 1125 LOT 1 & 75
BLOCK 1127 LOT 1 & 47
BOROUGH OF STATEN ISLAND
RICHMOND COUNTY
NEW YORK

PLAN OF SURVEY - 8

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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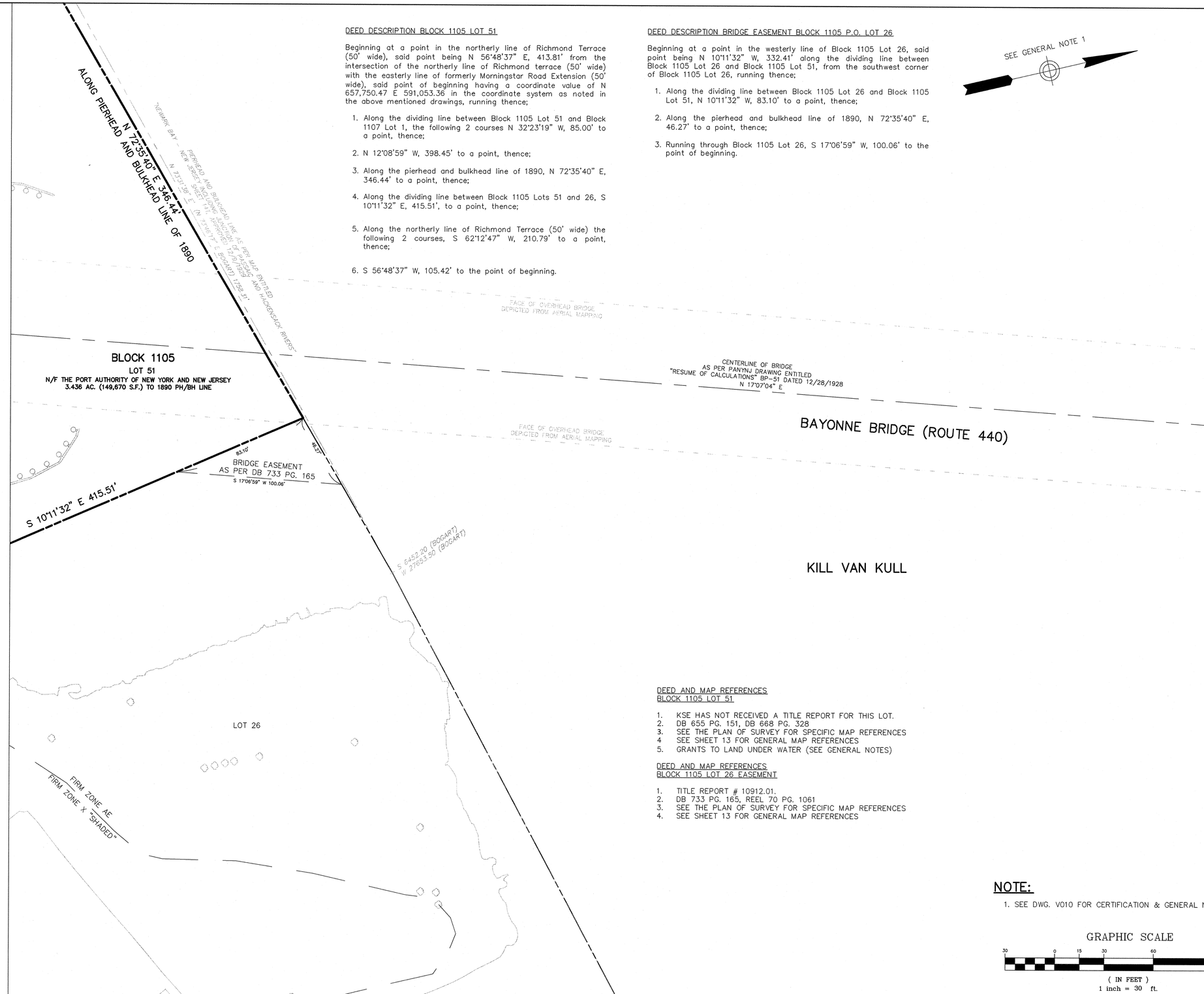
| KS ENGINEERS, PC LMV | PJM | |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V008**

Survey # 2011-065




DEED DESCRIPTION BLOCK 1105 LOT 51

Beginning at a point in the northerly line of Richmond Terrace (50' wide), said point being N 56°48'37" E, 413.81' from the intersection of the northerly line of Richmond terrace (50' wide) with the easterly line of formerly Morningstar Road Extension (50' wide), said point of beginning having a coordinate value of N 657,750.47 E 591,053.36 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the dividing line between Block 1105 Lot 51 and Block 1107 Lot 1, the following 2 courses N 32°23'19" W, 85.00' to a point, thence;
2. N 12°08'59" W, 398.45' to a point, thence;
3. Along the pierhead and bulkhead line of 1890, N 72°35'40" E, 346.44' to a point, thence;
4. Along the dividing line between Block 1105 Lots 51 and 26, S 10°11'32" E, 415.51', to a point, thence;
5. Along the northerly line of Richmond Terrace (50' wide) the following 2 courses, S 62°12'47" W, 210.79' to a point, thence;
6. S 56°48'37" W, 105.42' to the point of beginning.

DEED DESCRIPTION BRIDGE EASEMENT BLOCK 1105 P.O. LOT 26

Beginning at a point in the westerly line of Block 1105 Lot 26, said point being N 10°11'32" W, 332.41' along the dividing line between Block 1105 Lot 26 and Block 1105 Lot 51, from the southwest corner of Block 1105 Lot 26, running thence;

1. Along the dividing line between Block 1105 Lot 26 and Block 1105 Lot 51, N 10°11'32" W, 83.10' to a point, thence;
2. Along the pierhead and bulkhead line of 1890, N 72°35'40" E, 46.27' to a point, thence;
3. Running through Block 1105 Lot 26, S 17°06'59" W, 100.06' to the point of beginning.

SEE GENERAL NOTE 1

DEED AND MAP REFERENCES
BLOCK 1105 LOT 51

1. KSE HAS NOT RECEIVED A TITLE REPORT FOR THIS LOT.
2. DB 655 PG. 151, DB 668 PG. 328
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES
5. GRANTS TO LAND UNDER WATER (SEE GENERAL NOTES)

DEED AND MAP REFERENCES
BLOCK 1105 LOT 26 EASEMENT

1. TITLE REPORT # 10912.01.
2. DB 733 PG. 165, REEL 70 PG. 1061
3. SEE THE PLAN OF SURVEY FOR SPECIFIC MAP REFERENCES
4. SEE SHEET 13 FOR GENERAL MAP REFERENCES

## NOTE:

1. SEE DWG. V010 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet **12** of **13**

**THE PORT AUTHORITY**
OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK, N.J. 07102
(973)623-2999

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| Date | Revision | Approved |
|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 9**

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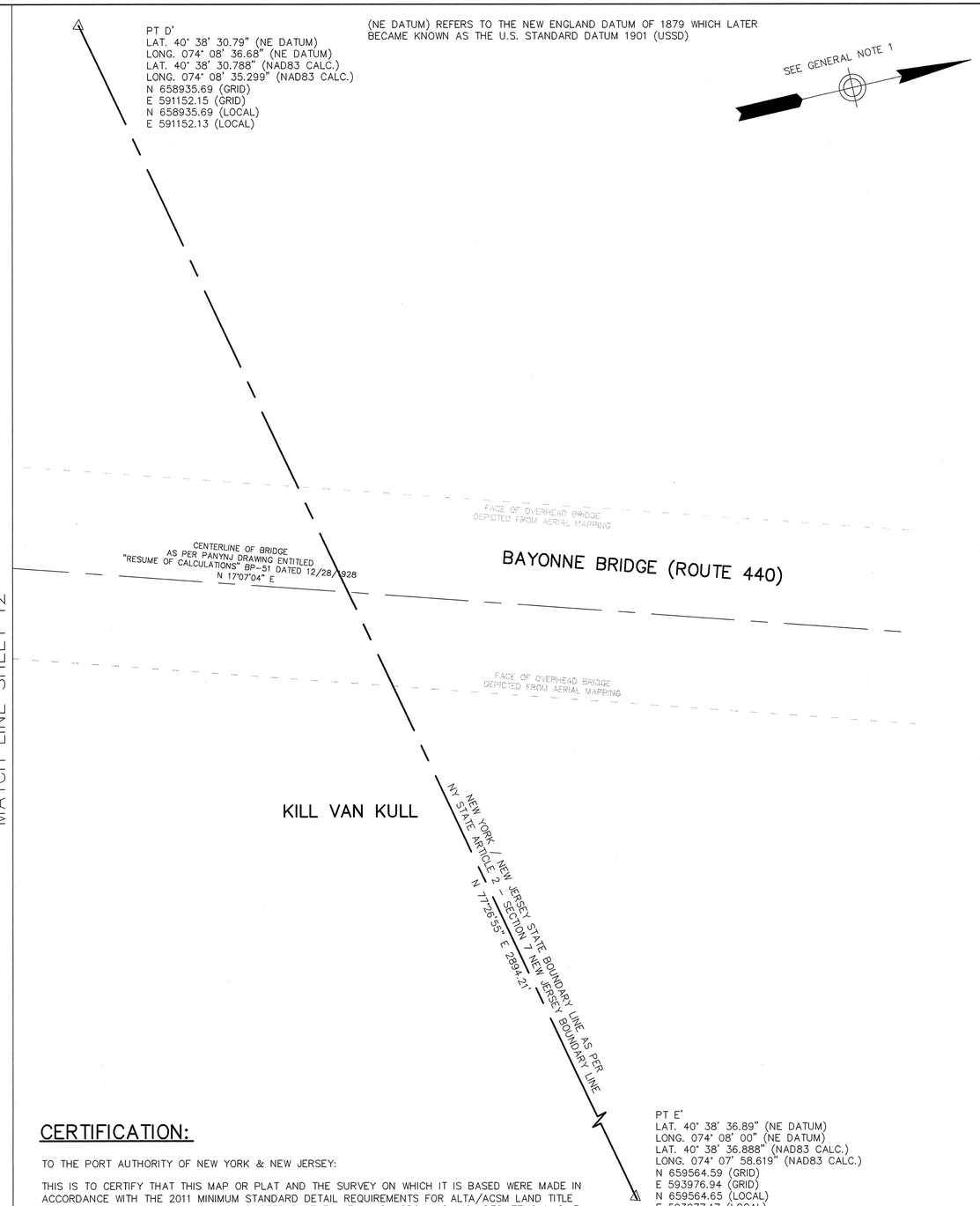
| KS ENGINEERS, PC LMV | PJM |
|---|---|
| Surveyed by Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V009**

**Survey # 2011-065**




GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

## CERTIFICATION:

TO THE PORT AUTHORITY OF NEW YORK & NEW JERSEY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY THE ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 7b(1), 8, 9, 10, 11A, 13, 14, 15 & 20a OF TABLE A THEREOF EXCEPT AS NOTED. THE FIELD WORK WAS COMPLETED ON 7/13/2011 EXCEPT AS NOTED.

DATE OF PLAT OR MAP: 10/7/2011

_____

ROBERT A RYAN
N.Y. PROFESSIONAL LAND SURVEYOR
LICENSE NO. 049728

## GENERAL NOTES:

1. UNLESS NOTED OTHERWISE, COORDINATES & BEARINGS ARE BASED ON A LOCALIZED COORDINATE SYSTEM, THIS BEING A GROUND MODIFIED NY EAST/NJ STATE PLANE COORDINATE SYSTEM. THE CENTROID OF THIS LOCALIZED COORDINATE SYSTEM BEING AT N 658,920.126 E 591,358.625 ELEV. 162.220, THE COMBINED SCALE FACTOR BEING 0.99991051. THIS COORDINATE SYSTEM WAS DEVELOPED BY STANTEC UNDER CONTRACT WITH PANYNJ.

2. ELEVATIONS ARE BASED ON NAVD1988 DATUM AS PER THAT MENTIONED IN NOTE 1.

3. PHYSICAL FEATURES, UNLESS NOTED OTHERWISE, THAT ARE NOT WITHIN PANYNJ PROPERTY AND NOT ADJOINING (WITHIN 10') A PANYNJ PROPERTY LINE ARE BASED ON AERIAL MAPPING PROVIDED TO KS ENGINEERS, P.C. BY PANYNJ. THIS AERIAL MAPPING WAS PREPARED BY STANTEC CONSULTING SERVICES, UNDER PANYNJ CONTRACT #___-__-___, SURVEY #2011-014, FLIGHT DATE OF APRIL 15, 2011, DRAWING SCALE OF 1" = 40'. AND MAY NOT REFLECT CURRENT CONDITIONS.

4. FLOOD ZONE CLASSIFICATIONS ARE BASED ON "FLOOD INSURANCE RATE MAP, RICHMOND COUNTY, NEW YORK, PANEL 169 OF 457, MAP NO. 3604970169F". EFFECTIVE DATE SEPTEMBER 5, 2007.
THE MAJORITY OF THE SURVEY LIMITS ARE WITHIN ZONE C, UNLESS SHOWN OTHERWISE.

5. TITLE REPORTS WERE PROVIDED TO KS ENGINEERS, P.C. BY LANDMARK TITLE AGENCY, INC. UNDER SEPARATE CONTRACT WITH PANYNJ AND WERE UTILIZED FOR PREPARATION OF THIS SURVEY. THE TITLE REPORTS FOR PANYNJ PROPERTIES ARE BLOCK 1105 LOT 51 – NO REPORT PROVIDED, BLOCK 1107 LOT 1 – NO REPORT PROVIDED, BLOCK 1105 LOT 26 EASEMENT– NO REPORT PROVIDED, BLOCK 1123 LOT 51 – NO REPORT PROVIDED, BLOCK 1124 LOT 4 – REPORT #10915.04, BLOCK 1125 LOT 1 – NO REPORT PROVIDED, BLOCK 1125 LOT 75 – NO REPORT PROVIDED, BLOCK 1125 LOT 17 EASEMENT – NO REPORT PROVIDED, BLOCK 1127 LOT 1 – NO REPORT PROVIDED, BLOCK 1135 REPORT #10913 (PUBLIC SCHOOL #21).

6. BLOCK 1105 LOT 51 AND BLOCK 1107 LOT 1 ARE SUBJECT TO COVENANTS, CONDITIONS AND RESERVATIONS IN GRANTS OF LANDS UNDER WATER AS PER, LETTERS PATENT (LP) BOOK 31 PG. 141 (GEO. MERRITT); LP BOOK 31 PG. 183 (LOT C. CLARK); LP BOOK 39 PG. 88 (MERRITT, ARNOLD & MALLORY); DB 207 PG. 72 (JOHN GILLIES); DB 291 PG. 63 (CHARLES E. HOUSMAN); DB 314 PG. 14 AND PG. 16 (CYNTHIA L. HOUSMAN); AND DB 441 PG. 374 (HENRY A. TABB).
THE GRANTS GENERALLY EXTEND FROM THE LINE OF ORIGINAL HIGH WATER TO THE BULKHEAD / PIERHEAD LINE OF 1890.

7. TITLE REPORTS FOR CERTAIN ADJOINING PROPERTIES WERE ALSO PROVIDED TO KS ENGINEERS, P.C. BY LANDMARK TITLE AGENCY, INC. UNDER SEPARATE CONTRACT WITH PANYNJ.

8. COORDINATES FOR STATE BOUNDARY LINE PT D' AND PT E' WERE CALCULATED BASED ON THE FOLLOWING (ALSO SEE REPORT FOR SPECIFICS):
   a. LATITUDE AND LONGITUDE IN U. S. STANDARD DATUM (USSD) WAS OBTAINED FROM NEW YORK STATE ARTICLE 2, SECTION 7.
   b. CALCULATE LAT. / LONG. SHIFT FROM USSD TO NAD83, BASED ON NGS DATA SHEET VALUES FOR 8 POINTS ADJOINING THE 2 STATE BOUNDARY POINTS.
   c. CONVERT LAT./ LONG. (NAD83) TO NY EAST/NJ STATE PLANE COORDINATE SYSTEM (NAD83) USING CORPSCON VER. 6.0.1.
   d. TRANSFORM GRID TO LOCAL COORDINATE SYSTEM.

   THE ACCURACY OF THE CALCULATED STATE BOUNDARY COORDINATES ARE SUBJECT TO UNCERTAINTIES (UNQUANTIFIED) THAT MAY EXIST IN REGARD TO THE ACCURACY OF THE USSD VALUES PROVIDED IN NGS DATA SHEETS. THERE IS ALSO AN UNCERTAINTY IN POSITION (0.2' N/S AND 0.8' E/W) AS OBSERVED WHEN COMPARING THE 8 LAT. / LONG. SHIFTS.

9. AREAS OF APPARENT ENCROACHMENT ARE BASED ON WHAT IS SHOW BY THE 2011 AERIAL MAPPING, AND AS PER PANYNJ REPORT TITLED "BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM, REAL ESTATE ENCROACHMENTS" NO DATE. THE ACTUAL LIMIT AND CHARACTER OF THE APPARENT ENCROACHMENT IS YET TO BE DETERMINED, WHICH WILL BE BASED ON A FIELD SURVEY (SEE NOTE 10) OF THE APPARENT ENCROACHMENTS.

10. AS DIRECTED BY THE CLIENT WE HAVE NOT SURVEYED AREAS THAT ARE WITHIN PRIVATELY HELD PROPERTIES, AS WELL WE HAVE NOT SURVEYED AREAS WITHIN PANYNJ LANDS THAT MAY APPEAR TO BE PRIVATELY HELD PROPERTY BASED ON OCCUPATION.

## GENERAL MAP REFERENCES:

1. UNTITLED MAP FROM RICHMOND COUNTY, COMMONLY KNOWN AS "TRAVERSE SHEETS" SHEETS 8 AND 15.
2. "NORTH-ALLISON & ETTLINGER CERTIFIED SURVEYS, PORT RICHMOND, NEW YORK TITLE AND MORTGAGE CO." DATED JAN. 1928.
3. "THE PORT OF NEW YORK AUTHORITY, KILL VAN KULL BRIDGE, BAYONNE-PORT RICHMOND, RESUME OF CALCULATIONS" DRAWING NO. BP-51, DATED DECEMBER 28, 1928.
4. "THE PORT OF NEW YORK AUTHORITY, KILL VAN KULL BRIDGE, BAYONNE-PORT RICHMOND, MAP SHOWING PROPERTY ACQUIRED AND RECORD OF ACQUIREMENTS, PORT RICHMOND, NY CITY" DRAWING NO. BP-23, DATED MAY 14, 1928.
5. "THE PORT OF NEW YORK AUTHORITY, BAYONNE BRIDGE, BAYONNE-PORT RICHMOND, RECORD PROPERTY MAP" DRAWING NO. BP-R2, DATED JANUARY 27, 1933.
6. "THE PORT OF NEW YORK AUTHORITY, BAYONNE BRIDGE, BAYONNE-PORT RICHMOND, PLAN SHOWING PROPERTY RIGHTS & EASEMENTS FOR TRANSFER IN PORT RICHMOND" DRAWING NO. BP-113, DATED MAY 3, 1934.
7. "THE PORT OF NEW YORK AUTHORITY, BAYONNE BRIDGE, BAYONNE-PORT RICHMOND, PROPERTY RIGHTS – PORT RICHMOND PLAZA – PORT RICHMOND N.Y." DRAWING NO. BP-118, DATED DEC. 11, 1944.
8. "THE PORT OF NEW YORK AUTHORITY, BAYONNE BRIDGE, PROPERTY LINE SURVEY AT STATEN ISLAND PLAZA" DRAWING NO. BB-F-6, DATED JULY 24, 1964.
9. "MAP OF PROPERTY BELONGING TO ERASTUS WIMAN,, ELM PARK" PREPARED BY T.A.E. BUSTED SURVEYOR, MARCH 1889.
10. "MAP OF PROPERTY BELONGING TO ERASTUS WIMAN,, ELM PARK" PREPARED BY T.A.E. BUSTED SURVEYOR, MARCH 1889.
11. FILED MAP #60 FILED IN RICHMOND COUNTY CLERK OFFICE 5/16, 1849 ENTITLED, "MAP OF PROPERTY IN THE TOWN OF NORTHFIELD, RICHMOND COUNTY, STATEN ISLAND BELONGING TO GEORGE SANDS, JAMES HOOKER, HOWLER R. SHERMAN & WILLIAM W. WOODWORTH",DATED 12/24/1847.
12. "MAP OF LANDS UNDER THE WATERS OF KILL VAN KULL AND UPLANDS AT NEWARK AVENUE & RICHMOND TERRACE, PORT RICHMOND, BOROUGH OF RICHMOND, NEW YORK CITY, N.Y." DRAWING NO. BP-112DATED FEB. 24, 1932.
13. "SINGLE LINE SURVEY OF WESTERLY LINE AND PLOTTING OF DEEDS AND GRANTS" PREPARED BY ETTLINGER & ETTLINGER, P.C. DATED 10/2/1989.
14. SURVEY PREPARED BY RODGERS SURVEYING, PLLC DATED 12/1/08, FILE NO. 25153-LOT-100 ENTITLED "RICHMOND TERRACE, TAX LOT 100 BLOCK 1107, STATEN ISLAND, NEW YORK".
15. NYC DIGITAL TAX MAPS FOR STATEN ISLAND BLOCKS 1105, 1107, 1116, 1121, 1123, 1124, 1125, 1126, 1127, 1131, 1133, 1135, 1136, 1153, 1154 AND 1166.
16. OLD STATEN ISLAND TAX MAP SHEETS 1, 2, 5, 6 , 7, 9 AND 10.

Sheet **13** of **13**

**THE PORT AUTHORITY**
OF NY & NJ

KS ENGINEERS, P.C.
494 BROAD STREET, NEWARK NJ, 07102
(973)623-2899

ROBERT A. RYAN
N.Y. Licensed Land Surveyor # 049728

| | Date | Revision | Approved |
|---|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title

**ALTA/ACSM LAND TITLE SURVEY**
**BLOCK 1105 LOT 51, BLOCK 1107 LOT 1**
**BLOCK 1123 LOT 51**
**BLOCK 1124 LOT 4**
**BLOCK 1125 LOT 1 & 75**
**BLOCK 1127 LOT 1 & 47**
**BOROUGH OF STATEN ISLAND**
**RICHMOND COUNTY**
**NEW YORK**

**PLAN OF SURVEY - 10**

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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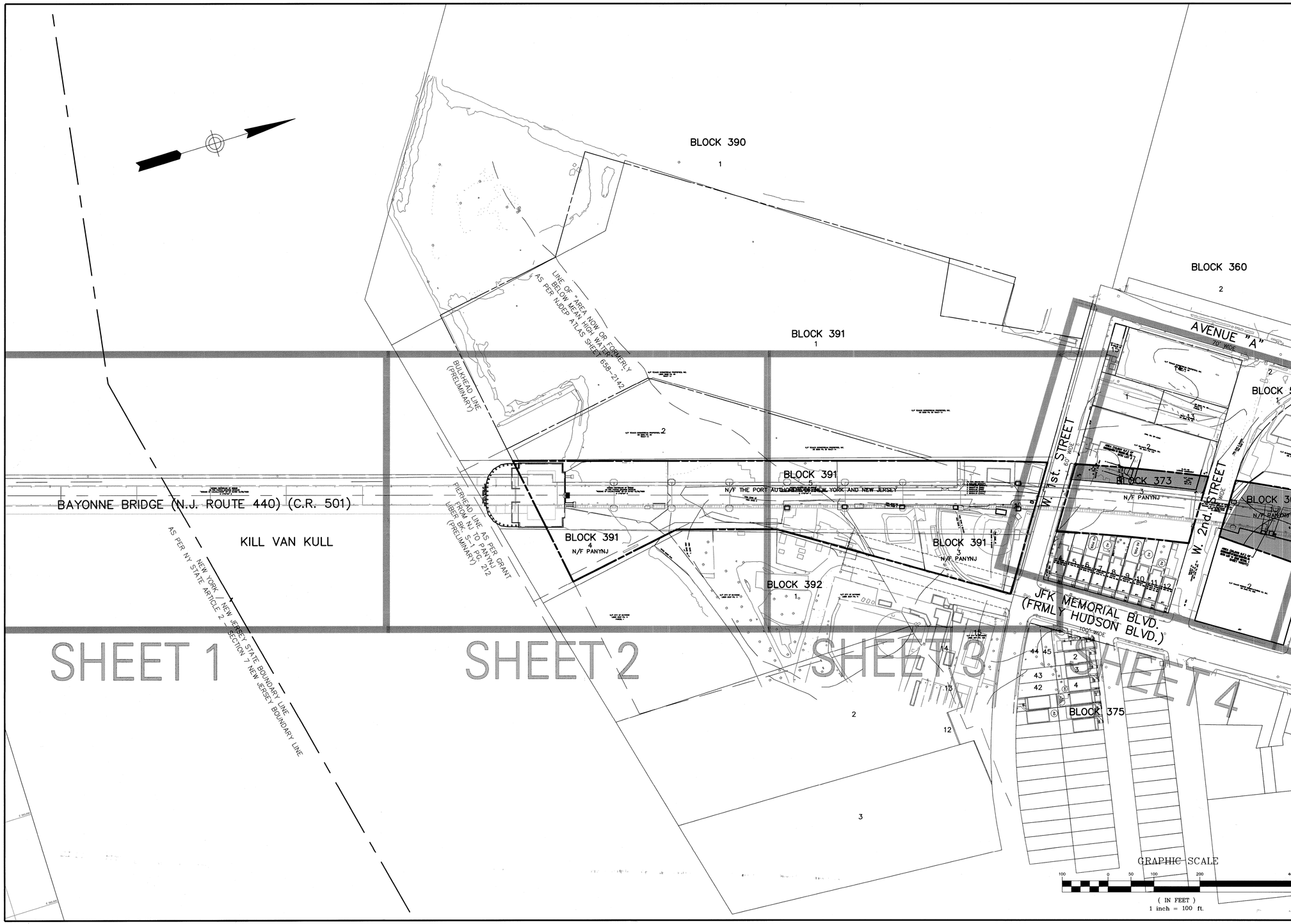
| KS ENGINEERS, PC | LMV | PJM |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **11/10/2011**

Contract Number **BBNCP**

Drawing Number **V010**

**Survey # 2011-065**




Sheet 1 of 16

**THE PORT AUTHORITY**
OF NY & NJ

KUPPER, LLC
A JMT COMPANY

JOHNSON, MIRMIRAN & THOMPSON
Engineering A Brighter Future®


KUPPER, L.L.C., A JMT COMPANY
1200 LENOX DRIVE, TRENTON, N.J. 08648-2329
(609)512-3900
N.J. CERTIFICATE OF AUTHORIZATION #24GA28152000

9/19/12
AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400


| No. | Date | Revision | Approved |
|---|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

KEY MAP - 1

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| KUPPER LLC/JMT | RL | PJM/AEG |
|---|---|---|
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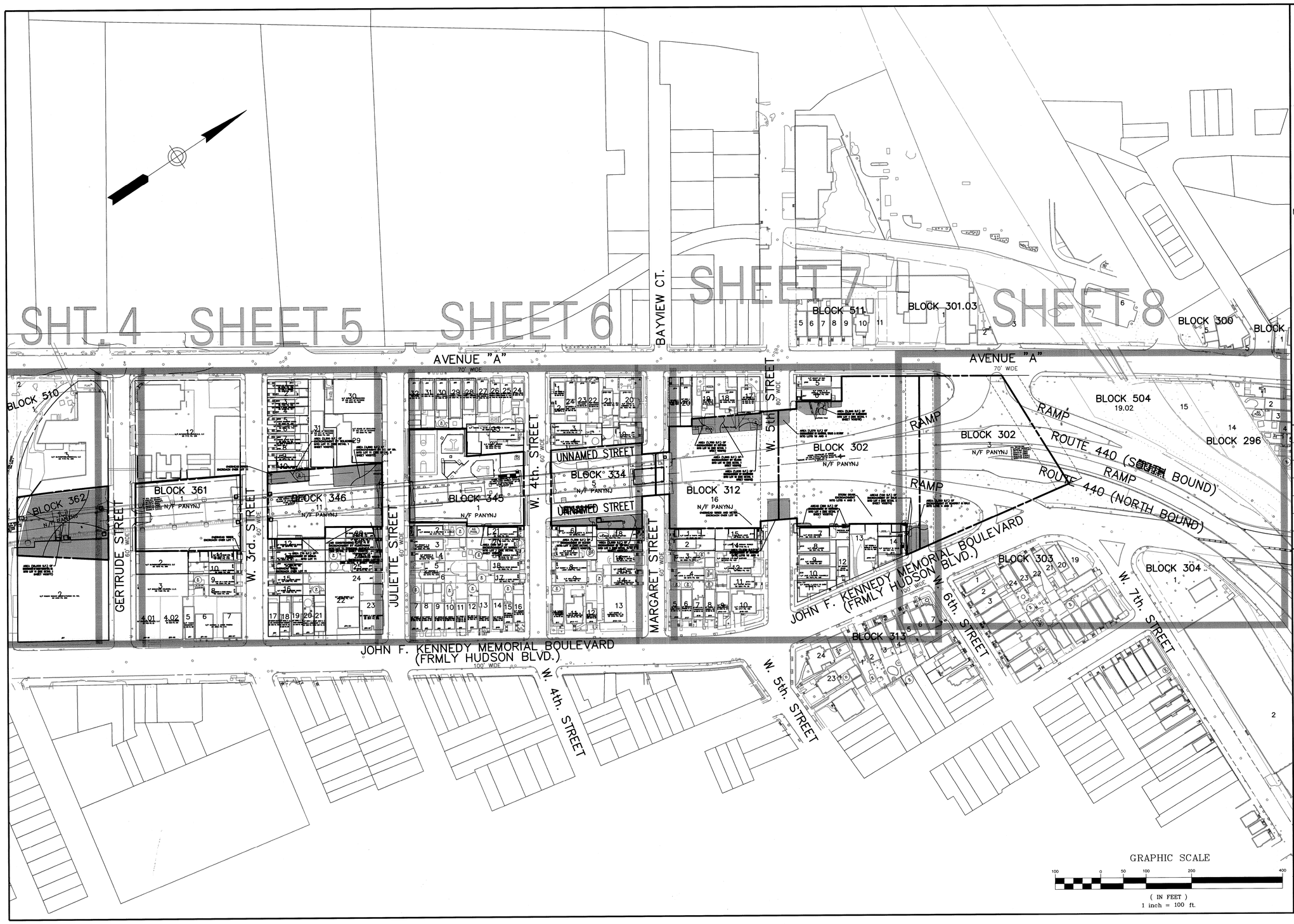
Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V00KM1**

**Survey # 2011-065**




Sheet **2** of **16**

**THE PORT AUTHORITY**
OF NY & NJ

KUPPER, LLC
A JMT COMPANY

JMT JOHNSON, MIRMIRAN & THOMPSON
Engineering A Brighter Future®

KUPPER, L.L.C., A JMT COMPANY
1200 LENOX DRIVE, TRENTON, N.J. 08648-2329
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9/10/12
AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor # 24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

KEY MAP - 2

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| KUPPER LLC/JMT RL | | PJM/AEG |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

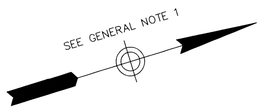
Contract Number **BBNCP**

Drawing Number **V00KM2**

**Survey # 2011-065**

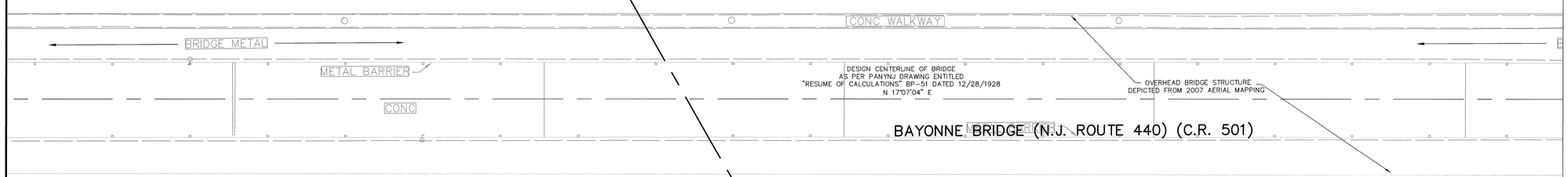
(NE DATUM) REFERS TO THE NEW ENGLAND DATUM OF 1879 WHICH LATER BECAME KNOWN AS THE U.S. STANDARD DATUM 1901 (USSD)

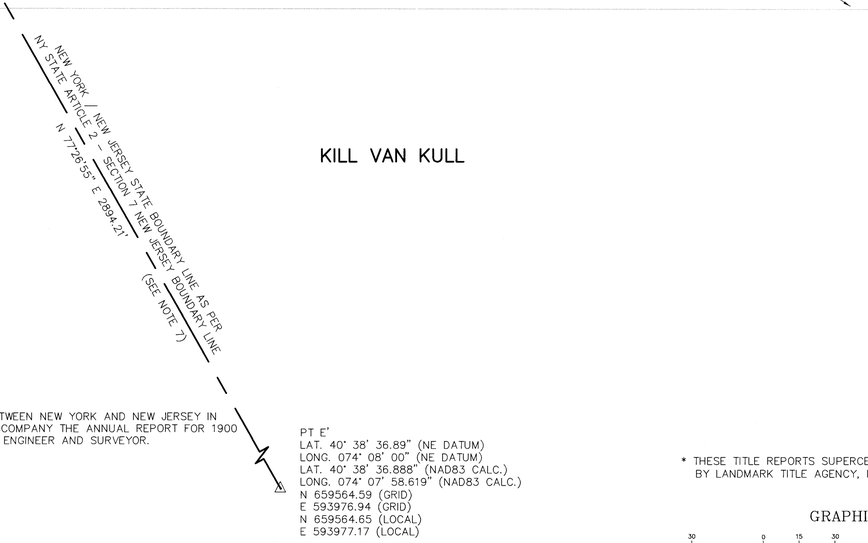
PT D'
LAT. 40° 38' 30.79" (NE DATUM)
LONG. 074° 08' 36.68" (NE DATUM)
LAT. 40° 38' 30.788" (NAD83 CALC)
LONG. 074° 08' 35.299" (NAD83 CALC)
N 658935.69 (GRID)
E 591152.15 (GRID)
N 658935.69 (LOCAL)
E 591152.13 (LOCAL)




## GENERAL NOTES:

1. UNLESS NOTED OTHERWISE, COORDINATES & BEARINGS ARE BASED ON A LOCALIZED COORDINATE SYSTEM, THIS BEING A GROUND MODIFIED NY EAST/NJ STATE PLANE COORDINATE SYSTEM. THE CENTROID OF THIS LOCALIZED COORDINATE SYSTEM BEING AT N 658,920.126 E 591,358.625 ELEV. 162.220, THE COMBINED SCALE FACTOR BEING 0.99991051. THIS COORDINATE SYSTEM WAS DEVELOPED BY STANTEC UNDER CONTRACT WITH PANYNJ.
2. ELEVATIONS ARE BASED ON NAVD1988 DATUM AS PER THAT MENTIONED IN NOTE 1.
3. PHYSICAL FEATURES, UNLESS NOTED OTHERWISE, THAT ARE NOT WITHIN PANYNJ PROPERTY AND NOT ADJOINING (WITHIN 10') A PANYNJ PROPERTY LINE ARE BASED ON AERIAL MAPPING PROVIDED TO KUPPER LLC/JMT BY PANYNJ. THIS AERIAL MAPPING WAS PREPARED BY STANTEC CONSULTING SERVICES, UNDER PANYNJ CONTRACT, SURVEY #2011-014, FLIGHT DATE OF APRIL 15, 2011, DRAWING SCALE OF 1" = 40', CURRENT CONDITIONS THROUGH THAT DATE.
4. FLOOD ZONE CLASSIFICATIONS ARE BASED ON "FLOOD INSURANCE RATE MAP, HUDSON COUNTY, NEW JERSEY, PANEL 94 OF 118, MAP NO. 34017C0094D". EFFECTIVE DATE AUGUST 16, 2006. THE MAJORITY OF THE SURVEY LIMITS ARE WITHIN ZONE C, UNLESS SHOWN OTHERWISE.
5. TITLE REPORTS DATED BETWEEN JANUARY 29 AND JANUARY 31, 2012 WERE PROVIDED TO KUPPER LLC/JMT BY PRESTIGE TITLE AGENCY, INC. UNDER SEPARATE CONTRACT WITH PANYNJ AND WERE UTILIZED FOR PREPARATION OF THIS SURVEY. THE TITLE REPORTS FOR PANYNJ PROPERTIES ARE BLOCK 302 LOT 3 – REPORT #NYNJ-00005.01B, BLOCK 302 LOT 4 – REPORT #NYNJ-00005.02B, BLOCK 312 LOT 16 – REPORT #NYNJ-00006.16B, BLOCK 334 LOT 5 – REPORT #NYNJ-00007.05B, BLOCK 345 LOT 1 – REPORT #NYNJ-00001.01B, BLOCK 346 LOT 11 – REPORT #NYNJ-00002.11B, BLOCK 361 LOT 1 – REPORT #NYNJ-00003.01B, BLOCK 362 LOT 1 – REPORT #NYNJ-00004.01B, BLOCK 373 LOT 3 – REPORT #NYNJ-00008.03B, BLOCK 391 LOTS 3, 4 & 5 – REPORT #NYNJ-00009.03B. PROPERTIES OF PANYNJ FORMERLY KNOWN AS THE PORT OF NEW YORK AUTHORITY.*
6. TITLE REPORTS FOR ADJOINING PROPERTIES WERE ALSO PROVIDED TO KUPPER LLC/JMT BY PRESTIGE TITLE AGENCY, INC. UNDER SEPARATE CONTRACT WITH PANYNJ.
7. COORDINATES FOR STATE BOUNDARY LINE PT D' AND PT E' WERE CALCULATED BY KS ENGINEERS, P.C. BASED ON THE FOLLOWING (ALSO SEE REPORT FOR SPECIFICS):
   a. LATITUDE AND LONGITUDE IN U. S. STANDARD DATUM (USSD) WAS OBTAINED FROM NEW YORK STATE ARTICLE 2, SECTION 7.
   b. CALCULATED LATITUDE AND LONGITUDE SHIFT FROM USSD TO NAD83, BASED ON NGS DATA SHEET VALUES FOR 8 POINTS ADJOINING THE 2 STATE BOUNDARY POINTS.
   c. CONVERTED LATITUDE AND LONGITUDE (NAD83) TO NY EAST/NJ STATE PLANE COORDINATE SYSTEM (NAD83) USING CORPSCON VER. 6.0.1.
   d. CONVERTED GRID TO LOCAL COORDINATE SYSTEM.
   THE ACCURACY OF THE CALCULATED STATE BOUNDARY COORDINATES ARE SUBJECT TO UNCERTAINTIES (UNQUANTIFIED) THAT MAY EXIST IN REGARD TO THE ACCURACY OF THE USSD VALUES PROVIDED IN NGS DATA SHEETS. THERE IS ALSO AN UNCERTAINTY IN POSITION (0.2' N/S AND 0.8' E/W AS OBSERVED WHEN COMPARING THE 8 LAT. / LONG. SHIFTS. THE NY/NJ BOUNDARY LINE IS SHOWN GRAPHICALLY FROM THE DERIVED COORDINATES.
8. AREAS OF APPARENT ENCROACHMENT ARE BASED ON WHAT IS SHOWN BY THE 2011 AERIAL MAPPING, AND AS PER PANYNJ REPORT TITLED "BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM, REAL ESTATE ENCROACHMENTS" NO DATE. THE ACTUAL LIMIT AND CHARACTER OF THE APPARENT ENCROACHMENT IS YET TO BE DETERMINED, WHICH WILL BE BASED ON A FIELD SURVEY (SEE NOTE 9) OF THE APPARENT ENCROACHMENTS.
9. AS DIRECTED AREAS WERE NOT SURVEYED THAT ARE WITHIN PRIVATELY HELD PROPERTIES, AS WELL, WITHIN PANYNJ LANDS THAT MAY APPEAR TO BE PRIVATELY HELD PROPERTY BASED ON OCCUPATION.




PT E'
LAT. 40° 38' 36.89" (NE DATUM)
LONG. 074° 08' 00" (NE DATUM)
LAT. 40° 38' 36.888" (NAD83 CALC.)
LONG. 074° 07' 58.619" (NAD83 CALC.)
N 659564.59 (GRID)
E 593976.94 (GRID)
N 659564.65 (LOCAL)
E 593977.17 (LOCAL)

## CERTIFICATION:

TO THE PORT AUTHORITY OF NEW YORK & NEW JERSEY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY THE ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 11A, 13, 14, 15 & 20a OF TABLE A THEREOF EXCEPT AS NOTED. THE FIELD WORK WAS COMPLETED ON 7/23/2011 EXCEPT AS NOTED.

DATE OF PLAT OR MAP: 8/26/2011, REV. 9/7/2012

9/10/12

AMBROSE E. GMEINER, II
N.J. PROFESSIONAL LAND SURVEYOR
#24GS04318400

## MAP REFERENCES

1. MAP OF BOUNDARY LINE BETWEEN NEW YORK AND NEW JERSEY IN LANDS UNDER WATER TO ACCOMPANY THE ANNUAL REPORT FOR 1900 OF EDWARD A. BOND STATE ENGINEER AND SURVEYOR.

* THESE TITLE REPORTS SUPERCEDE PREVIOUS REPORTS PROVIDED BY LANDMARK TITLE AGENCY, INC. ON OR ABOUT 8/2011.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

MATCH LINE SHEET 2

Sheet 3 of 16

**THE PORT AUTHORITY**
OF NY & NJ

KUPPER, LLC
A JMT COMPANY

JOHNSON, MIRMIRAN & THOMPSON
Engineering A Brighter Future®

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1200 LENOX DRIVE, TRENTON, N.J. 08648-2329
(609)512-3900
N.J. CERTIFICATE OF AUTHORIZATION #24GA28152000

9/10/12

AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|
| 4 | 9/12 | NY NJ BOUNDARY LINE | |
| 3 | 5/12 | NY NJ BOUNDARY LINE | |
| 2 | 5/12 | UPDATED TITLE DATA | |
| 1 | 9/14/11 | UPDATED AERIAL MAPPING REFERENCED | |

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

PLAN OF SURVEY - 1

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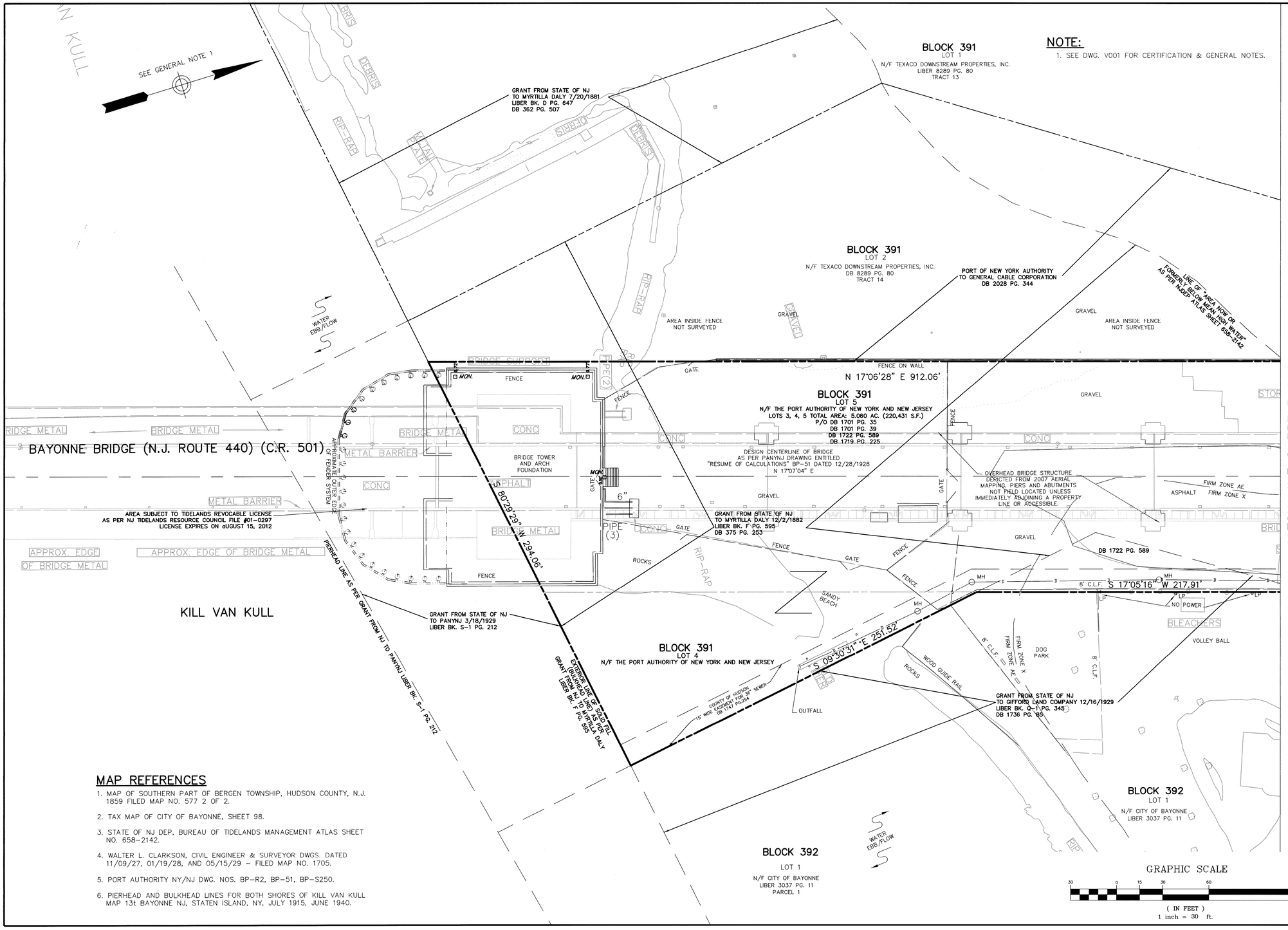
| KUPPER LLC/JMT | RL | PJM/AEG |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V001**

Survey # 2011-065




NOTE:

1. SEE DWG. V001 FOR CERTIFICATION & GENERAL NOTES.

## MAP REFERENCES

1. MAP OF SOUTHERN PART OF BERGEN TOWNSHIP, HUDSON COUNTY, N.J. 1859 FILED MAP NO. 577 2 OF 2.
2. TAX MAP OF CITY OF BAYONNE, SHEET 98.
3. STATE OF NJ DEP, BUREAU OF TIDELANDS MANAGEMENT ATLAS SHEET NO. 658-2142.
4. WALTER L. CLARKSON, CIVIL ENGINEER & SURVEYOR DWGS. DATED 11/09/27, 01/19/28, AND 05/15/29 – FILED MAP NO. 1705.
5. PORT AUTHORITY NY/NJ DWG. NOS. BP-R2, BP-51, BP-S250.
6. PIERHEAD AND BULKHEAD LINES FOR BOTH SHORES OF KILL VAN KULL MAP 13t BAYONNE NJ, STATEN ISLAND, NY, JULY 1915, JUNE 1940.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet 4 of 16

**THE PORT AUTHORITY**
OF NY & NJ

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A JMT COMPANY

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9/10/12
AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|
| 1 | 9/14/11 | UPDATED AERIAL MAPPING REFERENCED | |

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

PLAN OF SURVEY - 2

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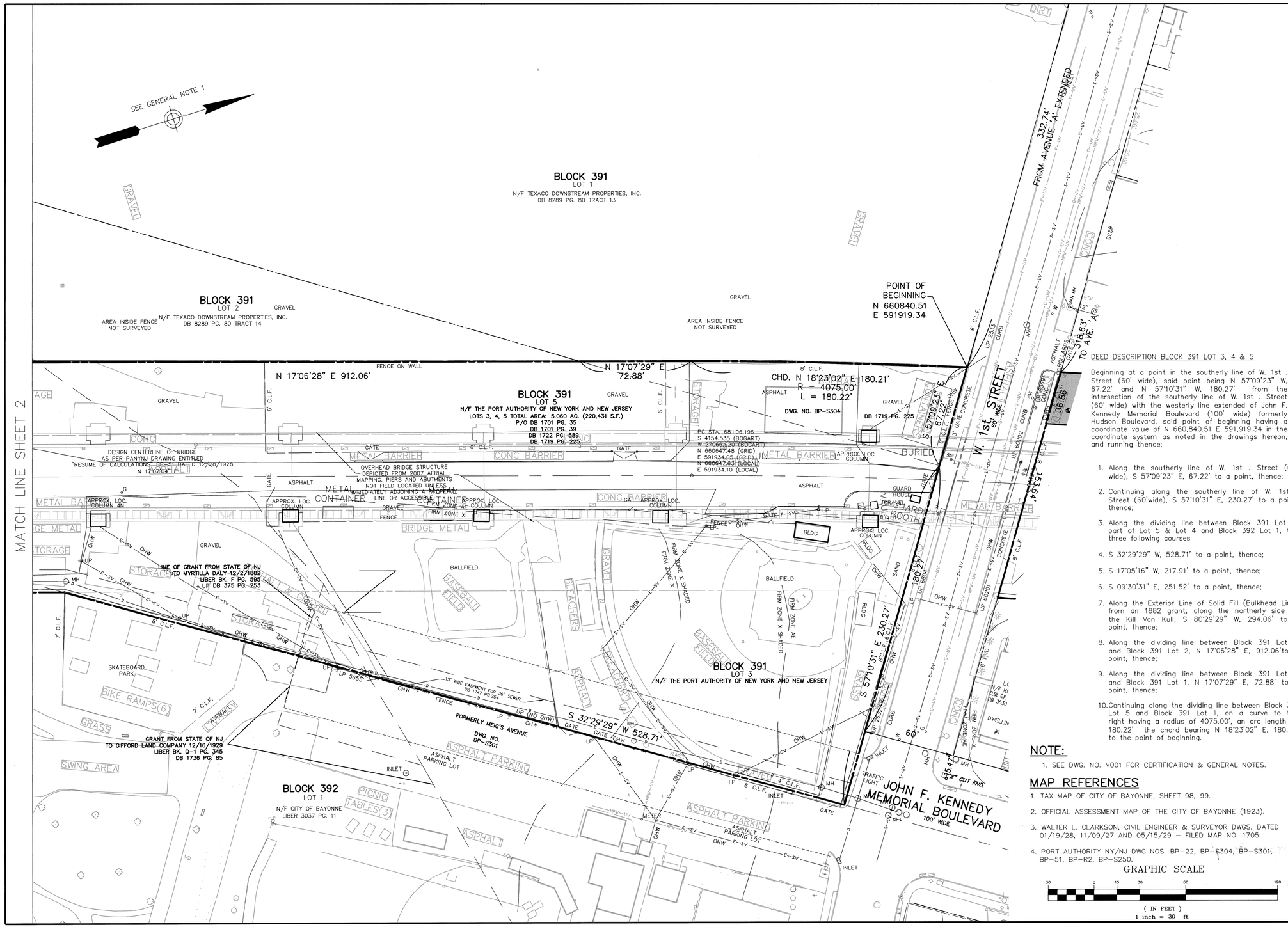
| KUPPER LLC/JMT | RL | PJM/AEG |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V002**

Survey # 2011-065




Sheet 5 of 16

**THE PORT AUTHORITY**
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| No. | Date | Revision | Approved |
|---|---|---|---|
| 1 | 9/14/11 | UPDATED AERIAL MAPPING REFERENCED | |

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
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BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

PLAN OF SURVEY - 3

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| KUPPER LLC/JMT | RL | PJM/AEG |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V003**

**Survey # 2011-065**

DEED DESCRIPTION BLOCK 391 LOT 3, 4 & 5

Beginning at a point in the southerly line of W. 1st . Street (60' wide), said point being N 57°09'23" W, 67.22' and N 57°10'31" W, 180.27' from the intersection of the southerly line of W. 1st . Street (60' wide) with the westerly line extended of John F. Kennedy Memorial Boulevard (100' wide) formerly Hudson Boulevard, said point of beginning having a coordinate value of N 660,840.51 E 591,919.34 in the coordinate system as noted in the drawings hereon, and running thence;

1. Along the southerly line of W. 1st . Street (60' wide), S 57°09'23" E, 67.22' to a point, thence;
2. Continuing along the southerly line of W. 1st . Street (60'wide), S 57°10'31" E, 230.27' to a point, thence;
3. Along the dividing line between Block 391 Lot 3, part of Lot 5 & Lot 4 and Block 392 Lot 1, the three following courses
4. S 32°29'29" W, 528.71' to a point, thence;
5. S 17°05'16" W, 217.91' to a point, thence;
6. S 09°30'31" E, 251.52' to a point, thence;
7. Along the Exterior Line of Solid Fill (Bulkhead Line) from an 1882 grant, along the northerly side of the Kill Van Kull, S 80°29'29" W, 294.06' to a point, thence;
8. Along the dividing line between Block 391 Lot 5 and Block 391 Lot 2, N 17°06'28" E, 912.06'to a point, thence;
9. Along the dividing line between Block 391 Lot 5 and Block 391 Lot 1, N 17°07'29" E, 72.88' to a point, thence;
10. Continuing along the dividing line between Block 391 Lot 5 and Block 391 Lot 1, on a curve to the right having a radius of 4075.00', an arc length of 180.22' the chord bearing N 18°23'02" E, 180.21' to the point of beginning.

## NOTE:

1. SEE DWG. NO. V001 FOR CERTIFICATION & GENERAL NOTES.

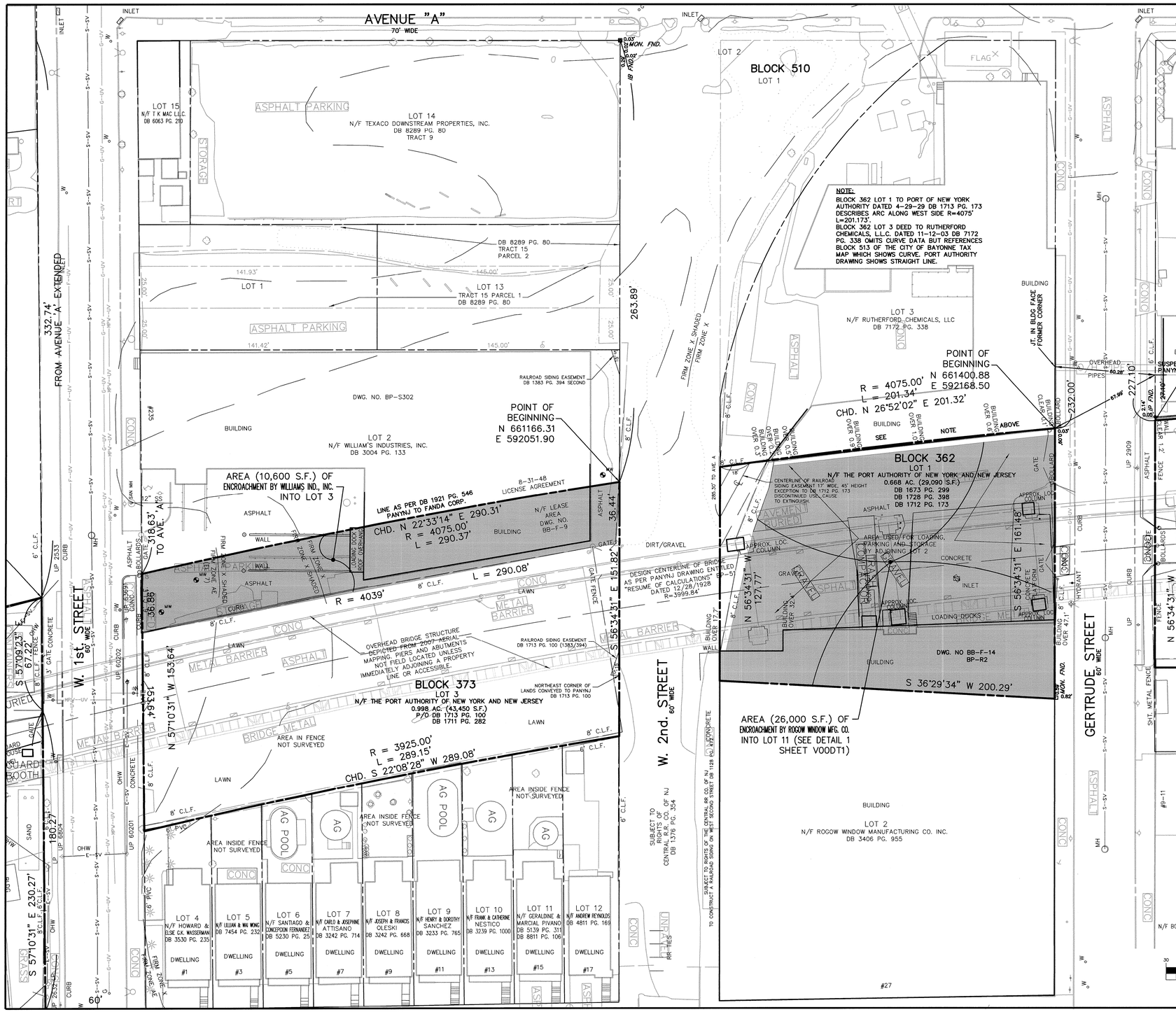
## MAP REFERENCES

1. TAX MAP OF CITY OF BAYONNE, SHEET 98, 99.
2. OFFICIAL ASSESSMENT MAP OF THE CITY OF BAYONNE (1923).
3. WALTER L. CLARKSON, CIVIL ENGINEER & SURVEYOR DWGS. DATED 01/19/28, 11/09/27 AND 05/15/29 – FILED MAP NO. 1705.
4. PORT AUTHORITY NY/NJ DWG NOS. BP-22, BP-S304, BP-S301, BP-51, BP-R2, BP-S250.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.




## NOTE:

1. SEE DWG. V001 FOR CERTIFICATION & GENERAL NOTES.

## MAP REFERENCES

1. TAX MAP OF CITY OF BAYONNE, SHEET 89.
2. OFFICIAL ASSESSMENT MAP OF THE CITY OF BAYONNE (1923).
3. PORT AUTHORITY NY/NJ DWG NOS. BP-22, BB-F-9, BP-S302, BB-F-14, BP-R2, BP-51.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

### DEED DESCRIPTION BLOCK 373 LOT 3

Beginning at a point in the southerly line of W. 2nd. Street (60' wide), said point being S 56°34'31" E, 263.89' from the intersection of the southerly line of W. 2nd. Street (60' wide) with the easterly line of Avenue "A" (70' wide), said point of beginning having a coordinate value of N 661,166.31 E 592,051.90 in the coordinate system as noted in the drawings hereon, running thence;

1. Along the southerly line of W. 2nd. Street (60' wide), S 56°34'31" E, 151.82' to a point, thence;
2. Along the dividing line between Block 373 Lot 3 and Block 373 Lots 4 through 12, on a curve to the left having a radius of 3925.00', an arc length of 289.15' the chord bearing S 22°08'28" W, 289.08' to a point, thence;
3. Along the northerly line of W. 1st. Street (60' wide), N 57°10'31" W, 153.64' to a point, thence;
4. Along the dividing line between Block 373 Lot 3 and Block 373 Lot 2, on a curve to the right having a radius of 4075.00', an arc length of 290.37' the chord bearing N 22°33'14" E, 290.31' to the point of beginning.

### DEED DESCRIPTION BLOCK 362 LOT 1

Beginning at a point in the southerly line of Gertrude Street (60' wide), said point being S 56°34'31" E, 232.00' from the intersection of the southerly line of Gertrude Street (60' wide) with the easterly line of Avenue "A" (70' wide), said point of beginning having a coordinate value of N 661,400.88 E 592,168.50 in the coordinate system as noted in the drawings hereon, running thence;

1. Along the southerly line of Gertrude Street (60' wide), S 56°34'31" E, 161.48' to a point, thence;
2. Along the dividing line between Block 362 Lot 1 and Block 362 Lot 2, S 36°29'34" W, 200.29' to a point, thence;
3. Along the northerly line of W. 2nd. Street (60' wide), N 56°34'31" W, 127.77' to a point, thence;
4. Along the dividing line between Block 362 Lot 1 and Block 362 Lot 3, on a curve to the right having a radius of 4075.00', an arc length of 201.34' the chord bearing N 26°52'02" E, 201.32' to the point of beginning.

Sheet 6 of 16

**THE PORT AUTHORITY OF NY & NJ**

KUPPER, LLC A JMT COMPANY

JOHNSON, MIRMIRAN & THOMPSON Engineering A Brighter Future


KUPPER, L.L.C., A JMT COMPANY
1200 LENOX DRIVE, TRENTON, N.J. 08648-2329
(609)512-3900
N.J. CERTIFICATE OF AUTHORIZATION #24GA28152000

AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400


| No. | Date | Revision | Approved |
|---|---|---|---|
| 1 | 9/14/11 | UPDATED AERIAL MAPPING REFERENCED | |

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

PLAN OF SURVEY - 4


THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

This drawing subject to conditions in contract. All inventions, ideas, designs and methods herein are reserved to Port Authority and may not be used without its written consent.
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It is a violation of law for any person to alter a document in any way, unless acting under the direction of a licensed professional surveyor. If this document bearing the seal of a surveyor is altered, the altering surveyor shall affix to the document their seal and the notation "altered by" followed by their signature and the date of such alteration, and a specific description of the alteration.

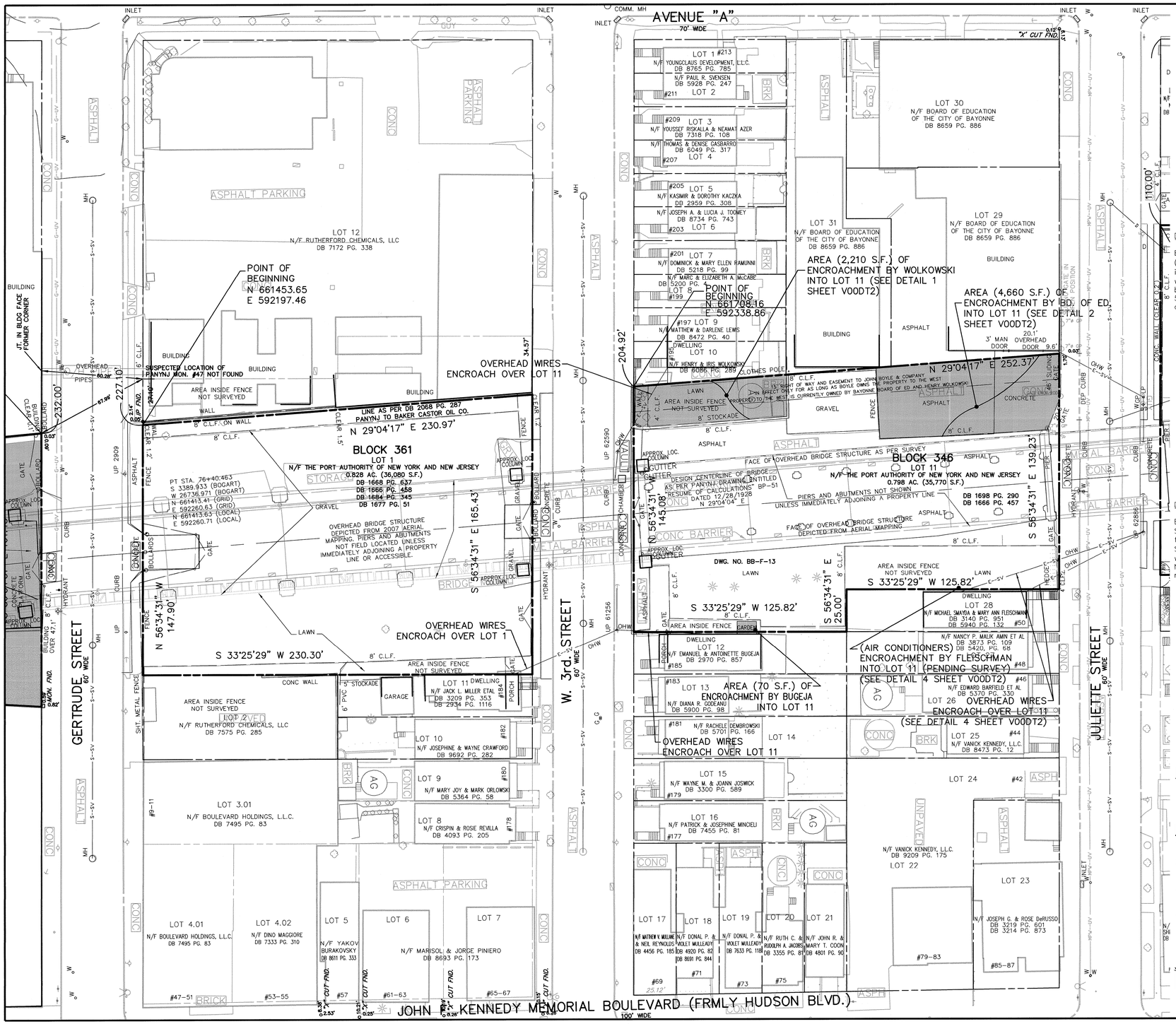

| KUPPER LLC/JMT | RL | PJM/AEG |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V004**

**Survey # 2011-065**




Sheet 7 of 16

**THE PORT AUTHORITY OF NY & NJ**

KUPPER, LLC A JMT COMPANY

JOHNSON, MIRMIRAN & THOMPSON Engineering A Brighter Future®

KUPPER, L.L.C., A JMT COMPANY
1200 LENOX DRIVE, TRENTON, N.J. 08648-2329
(609)512-3900
N.J. CERTIFICATE OF AUTHORIZATION #24GA28152000

AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400

DEED DESCRIPTION BLOCK 346 LOT 11

Beginning at a point in the northerly line of W. 3rd. Street (60' wide), said point being S 56°34'31" E, 204.92' from the intersection of the northerly line of W. 3rd. Street (60' wide) with the easterly line of Avenue "A" (70' wide), said point of beginning having a coordinate value of N 661,708.16 E 592,338.86 in the coordinate system as noted in the drawings hereon, running thence;

1. Along the dividing line between Block 346 Lot 11 and Block 346 Lots 10, 31 and 29, N 29°04'17" E, 252.37' to a point, thence;
2. Along the southerly line of Juliette Street (60' wide), S 56°34'31" E, 139.23' to a point, thence;
3. Along the dividing line between Block 346 Lot 11 and Block 346 Lot 28 the following 2 courses, S 33°25'29" W, 125.82' to a point, thence;
4. S 56°34'31" E, 25.00' to a point, thence;
5. Along the dividing line between Block 346 Lot 11 and Block 346 Lot 12, S 33°25'29" W, 125.82' to a point, thence;
6. Along the northerly line of W. 3rd. Street (60' wide), N 56°34'31" W, 145.08' to the point of beginning.

DEED DESCRIPTION BLOCK 361 LOT 1

Beginning at a point in the northerly line of Gertrude Street (60' wide), said point being S 56°34'31" E, 227.10' from the intersection of the northerly line of Gertrude Street (60' wide) with the easterly line of Avenue "A" (70' wide), said point of beginning having a coordinate value of N 661,453.65 E 592,197.46 in the coordinate system as noted in the drawings hereon, running thence;

1. Along the dividing line between Block 361 Lot 1 and Block 361 Lot 12, N 29°04'17" E, 230.97' to a point, thence;
2. Along the southerly line of W. 3rd. Street (60' wide), S 56°34'31" E, 165.43' to a point, thence;
3. Along the dividing line between Block 361 Lot 1 and Block 361 Lots 11 and 2, S 33°25'29" W, 230.30' to a point, thence;
4. Along the northerly line of Gertrude Street (60' wide), N 56°34'31" W, 147.90' to the point of beginning.

## NOTE:

1. SEE DWG. V001 FOR CERTIFICATION & GENERAL NOTES.

## MAP REFERENCES

1. TAX MAP OF CITY OF BAYONNE, SHEET 89 & 81.
2. OFFICIAL ASSESSMENT MAP OF THE CITY OF BAYONNE (1923).
3. PORT AUTHORITY NY/NJ DWG NOS. BP-22, BB-F-13, BP-R2, BP-51.
4. HUDSON COUNTY FILE MAP 960, FILED 10/9/1889 ENTITLED "MAP OF PROPERTY BELONGING TO MRS. JULIETTE L. BROWN, BERGEN POINT, 1ST. WARD".

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

| No. | Date | Revision | Approved |
|---|---|---|---|
| 1 | 9/14/11 | UPDATED AERIAL MAPPING REFERENCED | |

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

PLAN OF SURVEY - 5

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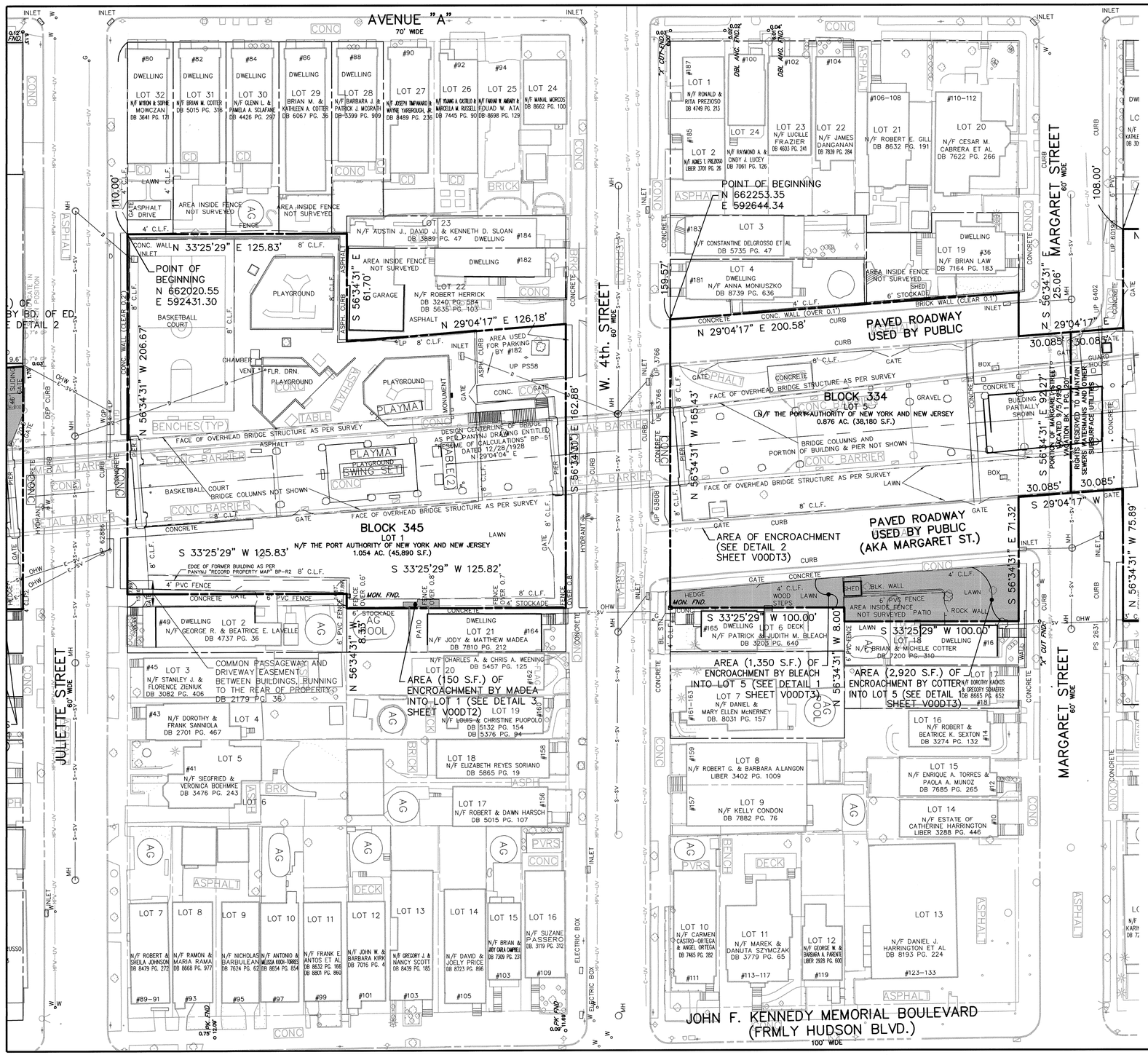
| Surveyed by | Drawn by | Checked by |
|---|---|---|
| KUPPER LLC/JMT | RL | PJM/AEG |

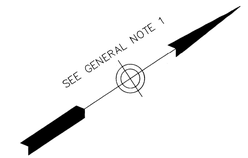
Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V005**

Survey # 2011-065




DEED DESCRIPTION BLOCK 334 LOT 5

Beginning at a point in the northerly line of W. 4th. Street (60' wide), said point being S 56°34'31" E, 159.56' from the intersection of the northerly line of W. 4th. Street (60' wide) with the easterly line of Avenue "A" (70' wide), said point of beginning having a coordinate value of N 662,253.35 E 592,644.34 in the coordinate system as noted in the drawings hereon, running thence;

1. Along the dividing line between Block 334 Lot 5 and Block 334 Lots 4 and 19, N 29°04'17" E, 200.58' to a point, thence;
2. Along the southerly line of Margaret Street (60' wide), S 56°34'31" E, 25.06' to a point, thence;
3. N 29°04'17" E, 30.085' to a point, thence;
4. Along the centerline of vacated Margaret Street, said centerline also being the dividing line between Block 334 Lot 5 and Block 312 lot 16, S 56°34'31" E, 92.27, to a point, thence;
5. S 29°04'17" W, 30.085' to a point, thence;
6. Along the southerly line of Margaret Street (60' wide), S 56°34'31" E, 71.32' to a point, thence;
7. Along the dividing line between Block 334 Lot 5 and Block 334 Lot 18, S 33°25'29" W, 100.00' to a point, thence;
8. Along the dividing line between Block 334 Lot 5 and Block 334 Lot 6 the following two courses, N 56°34'31" W, 8.00' to a point, thence;
9. S 33°25'29" W, 100.00' to a point, thence;
10. Along the northerly line of W. 4th. Street (60' wide), N 56°34'31" W, 165.43' to the point of beginning.

DEED DESCRIPTION BLOCK 345 LOT 1

Beginning at a point in the northerly line of Juliette Street (60' wide), said point being S 56°34'31" E, 110.00' from the intersection of the northerly line of Juliette Street (60' wide) with the easterly line of Avenue A (70' wide), said point of beginning having a coordinate value of N 662,020.55 E 592,431.30 in the coordinate system as noted in the drawings hereon, running thence;

1. Along the dividing line between Block 345 Lot 1 and Block 345 Lots 32 through 28, N 33°25'29" E, 125.83' to a point, thence;
2. Along the dividing line between Block 345 Lot 1 and Block 345 Lots 23 and 22, S 56°34'31" E, 61.70' to a point, thence;
3. Along the dividing line between Block 345 Lot 1 and Block 345 Lot 22, N 29°04'17" E, 126.18' to a point, thence;
4. Along the southerly line of W. 4th. Street (60' wide), S 56°34'31" E, 162.88' to a point, thence;
5. Along the dividing line between Block 345 Lot 1 and Block 345 Lot 21, S 33°25'29" W, 125.82' to a point, thence;
6. Along the dividing line between Block 345 Lot 1 and Block 345 Lot 2 the following two courses, N 56°34'31" W, 8.33' to a point, thence;
7. S 33°25'29" W, 125.83' to a point, thence;
8. Along the northerly line of Juliette Street (60' wide), N 56°34'31" W, 206.67' to the point of beginning.

## DEED AND MAP REFERENCES

1. SEE THE PLAN OF SURVEY FOR SPECIFIC REFERENCES.
2. CITY OF BAYONNE TAX MAP SHEET 81.
3. BLOCK 334 LOT 5, DB 1666 PG. 434, DB 1671 PG. 193, DB 1677 PGs. 47 & 48, DB 1681 PGs. 7, 9, 13, DB 1736 PG. 606, DB 1663 PG. 289, DB 1664 PGs. 567, 568, 593 & 595, DB 1666 PG. 417, DB 1666 PG. 419.
4. HUDSON COUNTY FILE MAP 352, FILED 7/31/1872 ENTITLED "MAP OF PROPERTY BELONGING TO MRS. A.M. ZABRISKIE, 1ST. WARD".
5. HUDSON COUNTY FILE MAP 960, FILED 10/9/1889 ENTITLED "MAP OF PROPERTY BELONGING TO MRS. JULIETTE L. BROWN, BERGEN POINT, 1ST. WARD".
6. BLOCK 345 LOT 1. DB 1666 PGs. 421, 422, 424, 432, 453, 455, 460 & 462, DB 1668 PG. 640, DB 1670 PG. 506, DB 1673 PG. 297, DB 1675 PG. 353, DB 1677, PG. 53 7 DB 1739, PG. 214.
7. PORT AUTHORITY NY/NJ DWG. NOS. BP-R2, BP-51

## NOTE:

1. SEE DWG. V001 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet **8** of **16**

**THE PORT AUTHORITY OF NY & NJ**

KUPPER, LLC
A JMT COMPANY

JOHNSON, MIRMIRAN & THOMPSON
Engineering A Brighter Future®

KUPPER, L.L.C., A JMT COMPANY
1200 LENOX DRIVE, TRENTON, N.J. 08648-2329
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N.J. CERTIFICATE OF AUTHORIZATION #24GA28152000

AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|
| 1 | 9/14/11 | UPDATED AERIAL MAPPING REFERENCED | |

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title **ALTA/ACSM LAND TITLE SURVEY**

**BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16**
**BLOCK 334 LOT 5, BLOCK 345 LOT 1**
**BLOCK 346 LOT 11, BLOCK 361 LOT 1**
**BLOCK 362 LOT 1, BLOCK 373 LOT 3**
**BLOCK 391 LOTS 3, 4 & 5**
**CITY OF BAYONNE**
**HUDSON COUNTY**
**NEW JERSEY**

**PLAN OF SURVEY - 6**

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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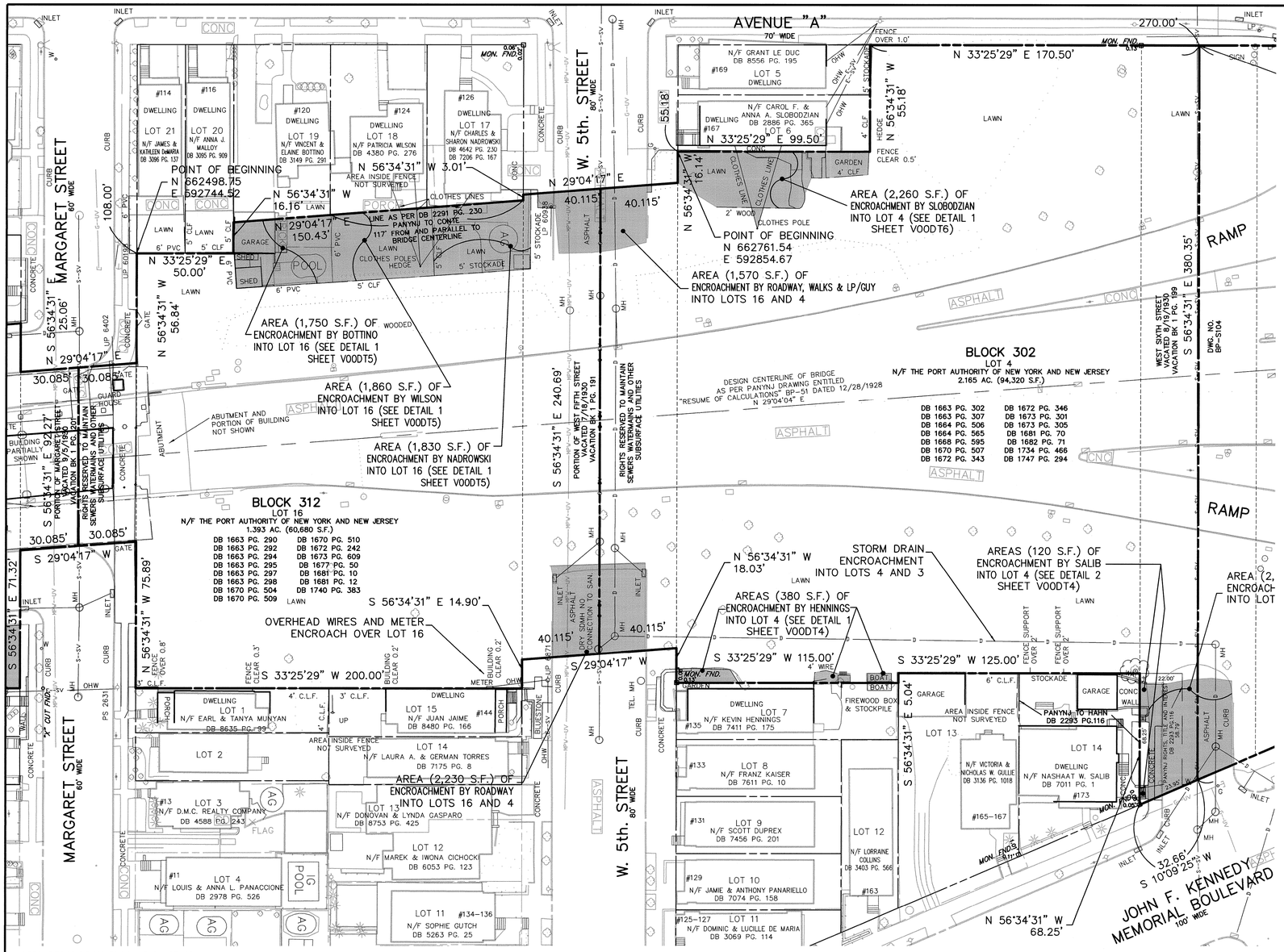
| KUPPER LLC/JMT | RL | PJM/AEG |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V006**

**Survey # 2011-065**




DEED DESCRIPTION BLOCK 302 LOT 4

Beginning at a point in the northerly line of W. 5th. Street (80' wide), said point being S 56°34'31" E, 55.18' from the intersection of the northerly line of W. 5th. Street (60' wide) with the easterly line of Avenue "A" (70' wide), said point of beginning having a coordinate value of N 662,761.54 E 592,854.67 in the coordinate system as noted in the drawings hereon, running thence;

1. Along the dividing line between Block 302 Lot 4 and Block 302 Lot 6, N 33°25'29" E, 99.50' to a point, thence;
2. Along the dividing line between Block 302 Lot 4 and Block 302 Lots 6 and 5, N 56°34'31" W, 55.18' to a point, thence;
3. Along the easterly line of Avenue "A" (70' wide), N 33°25'29" E, 170.50' to a point, thence;
4. Along the centerline of vacated 6th. Street, S 56°34'31" E, 380.35', to a point, thence;
5. Along the westerly of John F. Kennedy Memorial Boulevard (100' wide), S 10°09'25" W, 32.66' to a point, thence;
6. Along the dividing line between Block 302 Lot 4 and Block 302 Lot 14, said dividing also being the former southerly line of the now vacated W. 6th. Street (formerly 60' wide), N 56°34'31" W, 68.25' to a point, thence;
7. Along the dividing line between Block 302 Lot 4 and Block 302 Lots 14 and 13, S 33°25'29" W, 125.00' to a point, thence;
8. Along the dividing line between Block 302 Lot 4 and Block 302 Lot 13, S 56°34'31" E, 5.04' to a point, thence;
9. Along the dividing line between Block 302 Lot 4 and Block 302 Lot 7, S 33°25'29" W, 115.00' to a point, thence;
10. Along the northerly line of W. 5th. Street (80' wide), N 56°34'31" W, 18.03' to a point, thence;
11. Along the westerly terminus of W. 5th. Street, S 29°04'17" W, 40.115' to a point, thence;
12. Along the centerline of vacated 5th. Street, N 56°34'31" W, 240.69', to a point, thence;
13. Along the easterly terminus of W. 5th. Street, N 29°04'17" E, 40.115' to a point, thence;
14. Along the northerly line of W. 5th. Street (80' wide), N 56°34'31" W, 16.14' to the point of beginning.

## MAP REFERENCES

1. CITY OF BAYONNE TAX MAP SHEET 81 & 78.
2. PORT AUTHORITY NY/NJ DWG NOS. BP-22, BB-S104, BP-R2, BP-51.
3. HUDSON COUNTY FILE MAP 352, FILED 7/31/1872 ENTITLED "MAP OF PROPERTY BELONGING TO MRS. A.M. ZABRISKIE, 1ST. WARD".
4. HUDSON COUNTY FILE MAP 960, FILED 10/9/1889 ENTITLED "MAP OF PROPERTY BELONGING TO MRS. JULIETTE L. BROWN, BERGEN POINT, 1ST. WARD".
5. HUDSON COUNTY FILE MAP 1153, FILED 8/11/1897 ENTITLED MAP OF PROPERTY BELONGING TO THE BAYONNE IMPROVEMENT COMPANY.

## NOTE:

1. SEE DWG. V001 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

DEED DESCRIPTION BLOCK 312 LOT 16

Beginning at a point in the northerly line of Margaret Street (60' wide), said point being S 56°34'31" E, 108.00' from the intersection of the northerly line of Margaret Street (60' wide) with the easterly line of Avenue "A" (70' wide), said point of beginning having a coordinate value of N 662,498.75 E 592,744.52 in the coordinate system as noted in the above mentioned drawings, running thence;

1. Along the dividing line between Block 312 Lot 16 and Block 312 Lots 21 and 20, N 33°25'29" E, 50.00' to a point, thence;
2. Along the dividing line between Block 312 Lot 16 and Block 312 Lot 20, N 56°34'31" W, 16.16' to a point, thence;
3. Along the dividing line between Block 312 Lot 16 and Block 312 Lots 19, 18 and 17, N 29°04'17" E, 150.43' to a point, thence;
4. Along the dividing line between Block 312 Lot 16 and Block 312 Lot 17, N 56°34'31" W, 3.01' to a point, thence;
5. Along the easterly terminus of W. 5th. Street, N 29°04'17" E, 40.115' to a point, thence;
6. Along the centerline of vacated 5th. Street, S 56°34'31" E, 240.69', to a point, thence;
7. Along the westerly terminus of W. 5th. Street, S 29°04'17" W, 40.115' to a point, thence;
8. Along the southerly line of W. 5th. Street (80' wide), S 56°34'31" E, 14.90' to a point, thence;
9. Along the dividing line between Block 312 Lot 16 and Block 312 Lots 15 and 1, S 33°25'29" W, 200.00' to a point, thence;
10. Along the northerly line of Margaret Street (60' wide), N 56°34'31" W, 75.89' to a point, thence;
11. Along the westerly terminus of Margaret Street, S 29°04'17" W, 30.085' to a point, thence;
12. Along the centerline of vacated Margaret Street, said centerline also being the dividing line between Block 312 Lot 16 and Block 334 lot 5, N 56°34'31" W, 92.27', to a point, thence;
13. Along the easterly terminus of Margaret Street, N 29°04'17" E, 30.085' to a point, thence;
14. Along the northerly line of Margaret Street (60' wide), N 56°34'31" W, 56.84' to the point of beginning.

Sheet 9 of 16

**THE PORT AUTHORITY OF NY & NJ**

KUPPER, LLC
A JMT COMPANY

JOHNSON, MIRMIRAN & THOMPSON
Engineering A Brighter Future

KUPPER, L.L.C., A JMT COMPANY
1200 LENOX DRIVE, TRENTON, N.J. 08648-2329
(609)512-3900
N.J. CERTIFICATE OF AUTHORIZATION #24GA28152000

AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400
9/10/12

| No. | Date | Revision | Approved |
|---|---|---|---|
| 1 | 9/14/11 | UPDATED AERIAL MAPPING REFERENCED | |

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title **ALTA/ACSM LAND TITLE SURVEY**

**BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16**
**BLOCK 334 LOT 5, BLOCK 345 LOT 1**
**BLOCK 346 LOT 11, BLOCK 361 LOT 1**
**BLOCK 362 LOT 1, BLOCK 373 LOT 3**
**BLOCK 391 LOTS 3, 4 & 5**
**CITY OF BAYONNE**
**HUDSON COUNTY**
**NEW JERSEY**

**PLAN OF SURVEY - 7**

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE DATES INDICATED AND CAN BE CONSIDERED AS THE GENERAL CONDITIONS AT THAT TIME. BE ADVISED THAT ADDITIONAL INFORMATION MAY RESIDE ON DIGITAL FILES AND MAY NOT BE PLOTTED ON THIS MAP.

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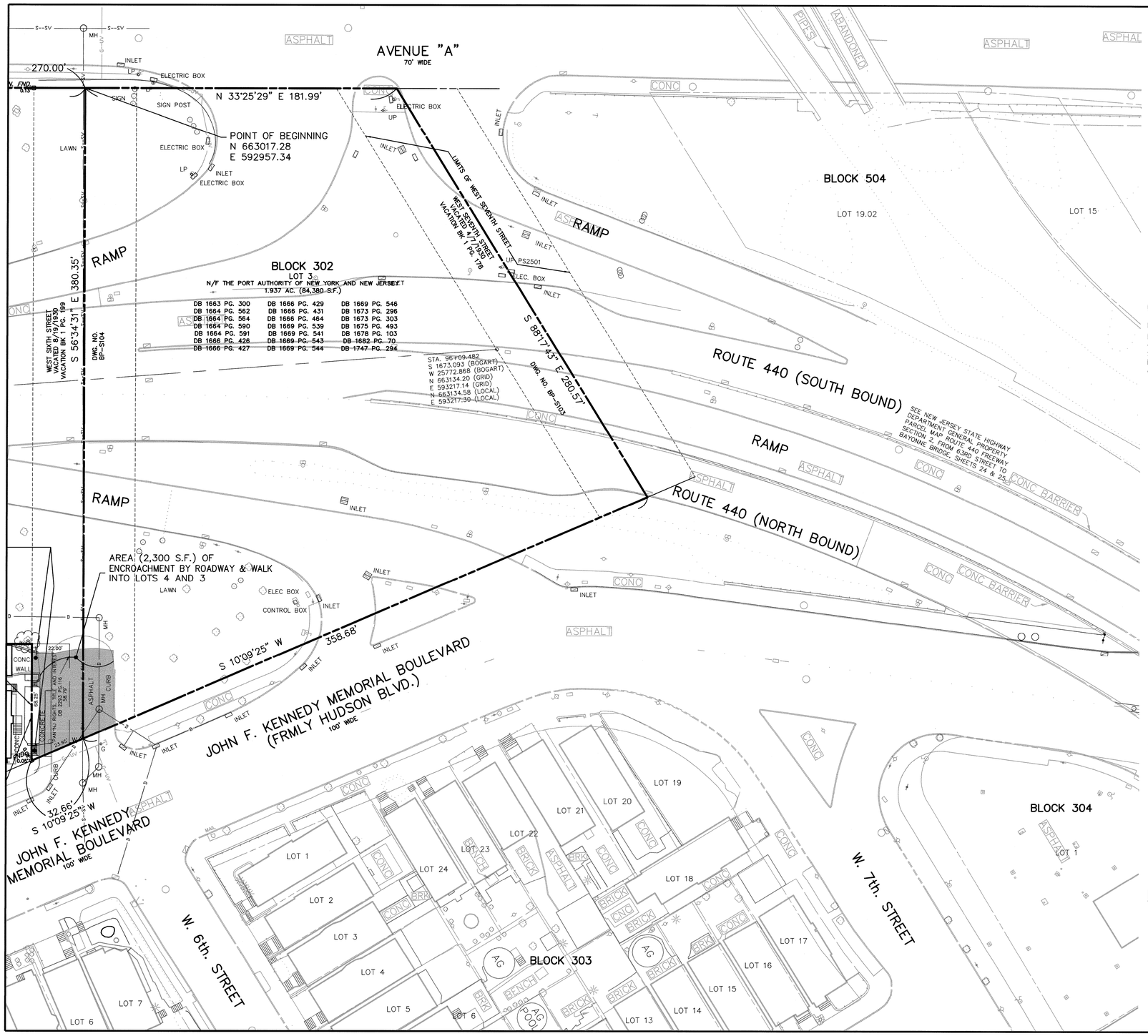
| | | |
|---|---|---|
| KUPPER LLC/JMT | RL | PJM/AEG |
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V007**

Survey # **2011-065**




DEED DESCRIPTION BLOCK 302 LOT 3

Beginning at a point in the easterly line of Avenue "A" (70' wide), said point being N 33°25'29" E, 270.00' from the intersection of the easterly line of Avenue "A" (70' wide) with the northerly line of W. 5th. Street (80' wide), said point of beginning having a coordinate value of N 663,017.28 E 592,957.34 in the coordinate system as noted in the drawings hereon, running thence;

1. Along the easterly line of Avenue "A" (70' wide), N 33°25'29" E, 181.99' to a point, thence;
2. Along the centerline of vacated W. 7th. Street, S 88°17'43" E, 280.57' to a point, thence;
3. Along the westerly line of John F. Kennedy Memorial Boulevard (100' wide), S 10°09'25" W, 358.68' to a point, thence;
4. Along the centerline of vacated W. 6th. Street, N 56°34'31" W, 380.35' to the point of beginning.

## MAP REFERENCES

1. CITY OF BAYONNE TAX MAP SHEET 78.
2. OFFICIAL ASSESSMENT MAP OF THE CITY OF BAYONNE (1923).
3. PORT AUTHORITY NY/NJ DWG NOS. BP-22, BP-S103, BP-R-2, BP-51.
4. HUDSON COUNTY FILE MAP 352, FILED 7/31/1872 ENTITLED "MAP OF PROPERTY BELONGING TO MRS. A.M. ZABRISKIE, 1ST. WARD".
5. HUDSON COUNTY FILE MAP 960, FILED 10/9/1889 ENTITLED "MAP OF PROPERTY BELONGING TO MRS. JULIETTE L. BROWN, BERGEN POINT, 1ST. WARD".

## NOTE:

1. SEE DWG. V001 FOR CERTIFICATION & GENERAL NOTES.

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

Sheet 10 of 16

**THE PORT AUTHORITY**
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9/10/12
AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor # 24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|
| 1 | 9/14/11 | UPDATED AERIAL MAPPING REFERENCED | |

**ENGINEERING DEPARTMENT**

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

PLAN OF SURVEY - 8

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| KUPPER LLC/JMT | RL | PJM/AEG |
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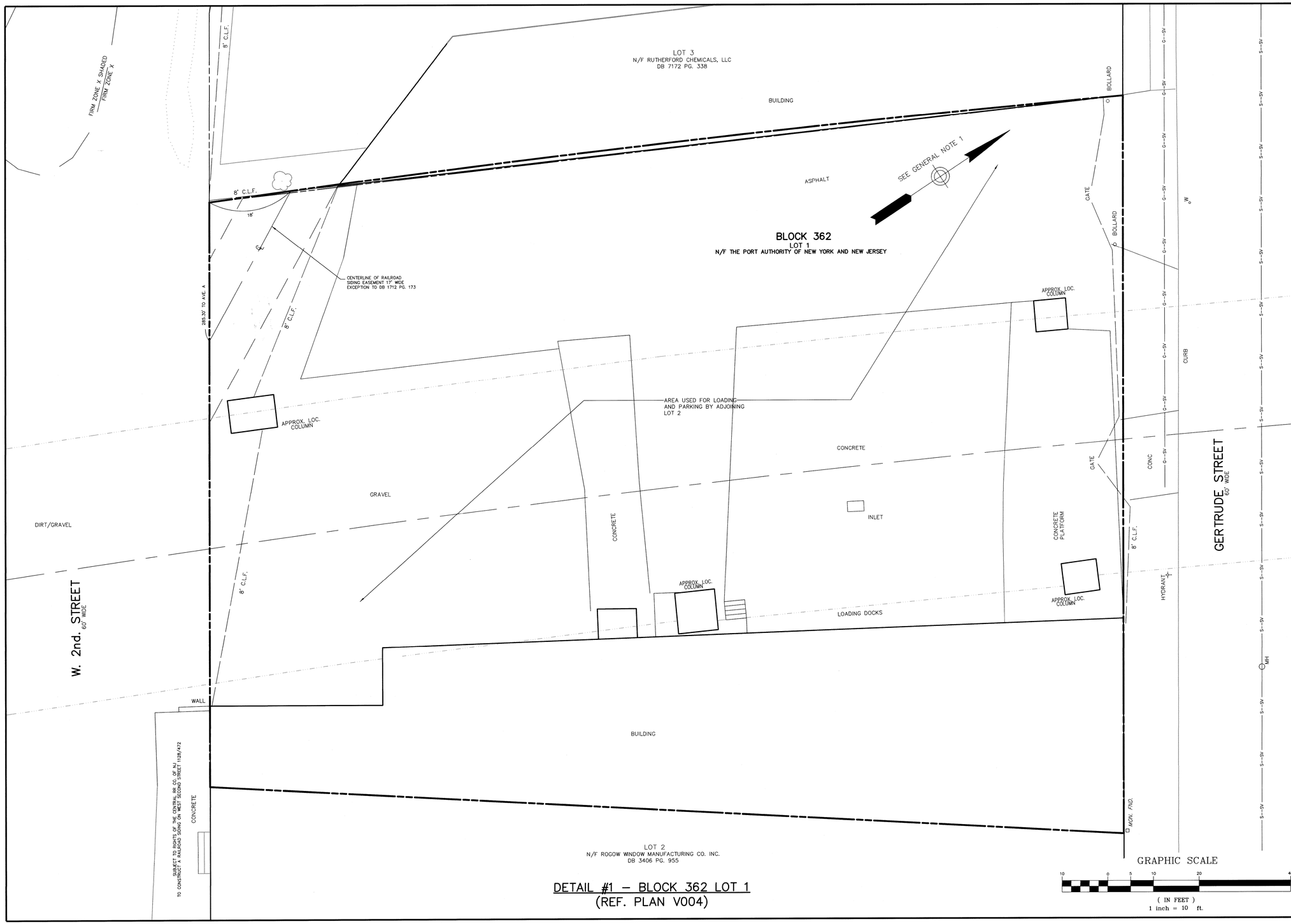
Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V008**

Survey # **2011-065**




DETAIL #1 – BLOCK 362 LOT 1
(REF. PLAN V004)

Sheet **11** of **16**

**THE PORT AUTHORITY**
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AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400

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|---|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

DETAIL - 1

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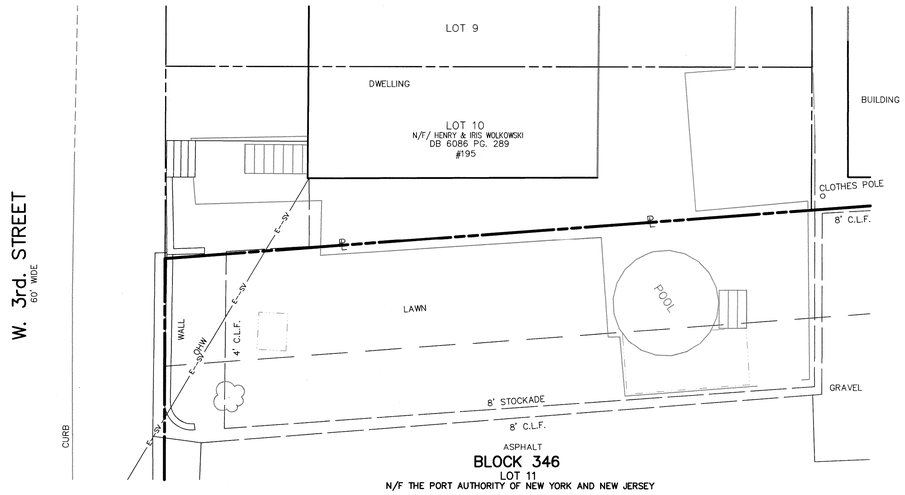
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

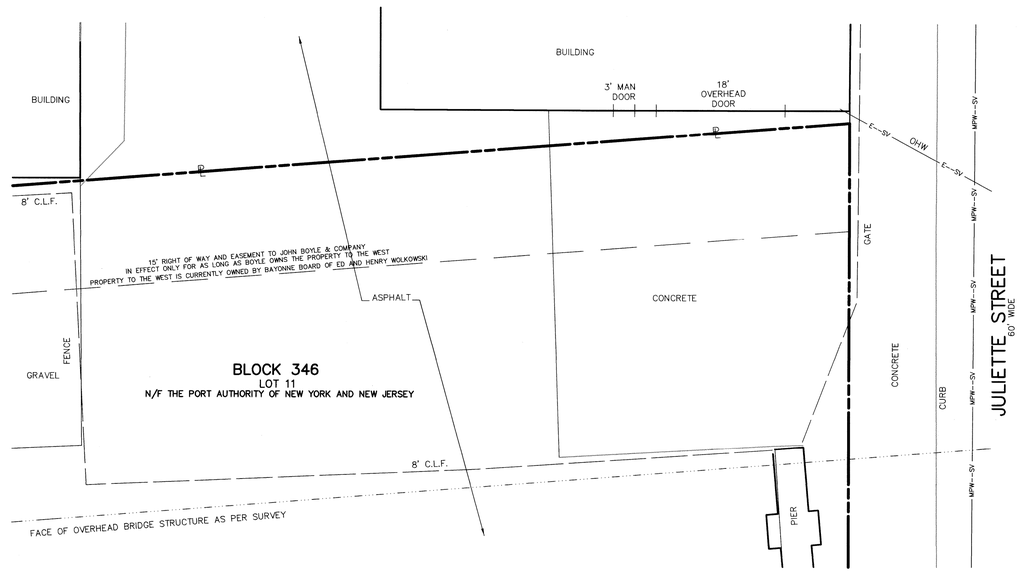
Contract Number **BBNCP**

Drawing Number **V00DT1**

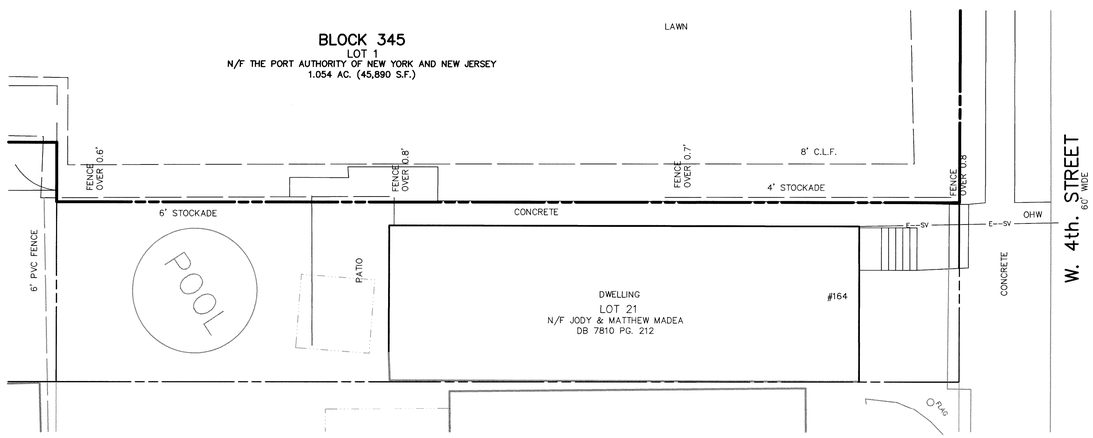
**Survey # 2011-065**



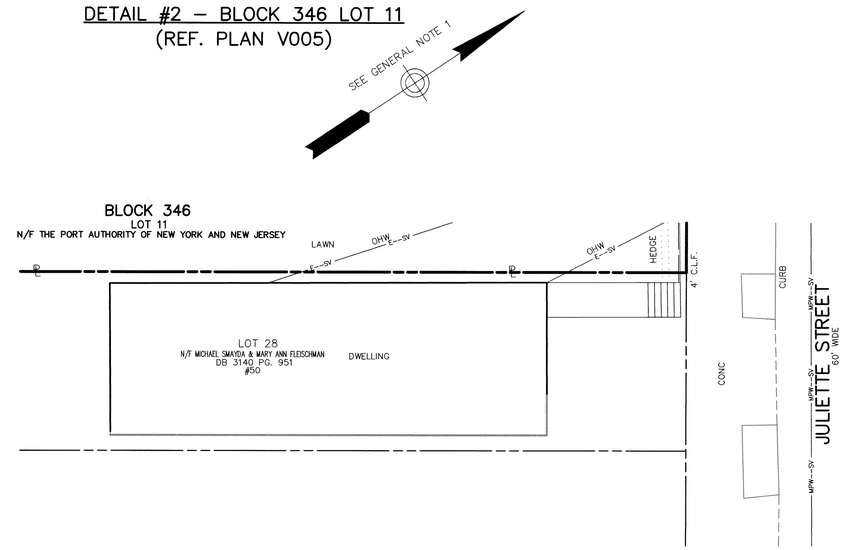

DETAIL #1 – BLOCK 346 LOT 11
(REF. PLAN V005)




DETAIL #2 – BLOCK 346 LOT 11
(REF. PLAN V005)




DETAIL #3 – BLOCK 345 LOT 1
(REF. PLAN V006)




DETAIL #4 – BLOCK 346 LOT 11
(REF. PLAN V005)

GRAPHIC SCALE

10 0 5 10 20 40

( IN FEET )
1 inch = 10 ft.

Sheet **12** of **16**

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9/10/12
AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor # 24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

DETAIL - 2

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| | | |
|---|---|---|
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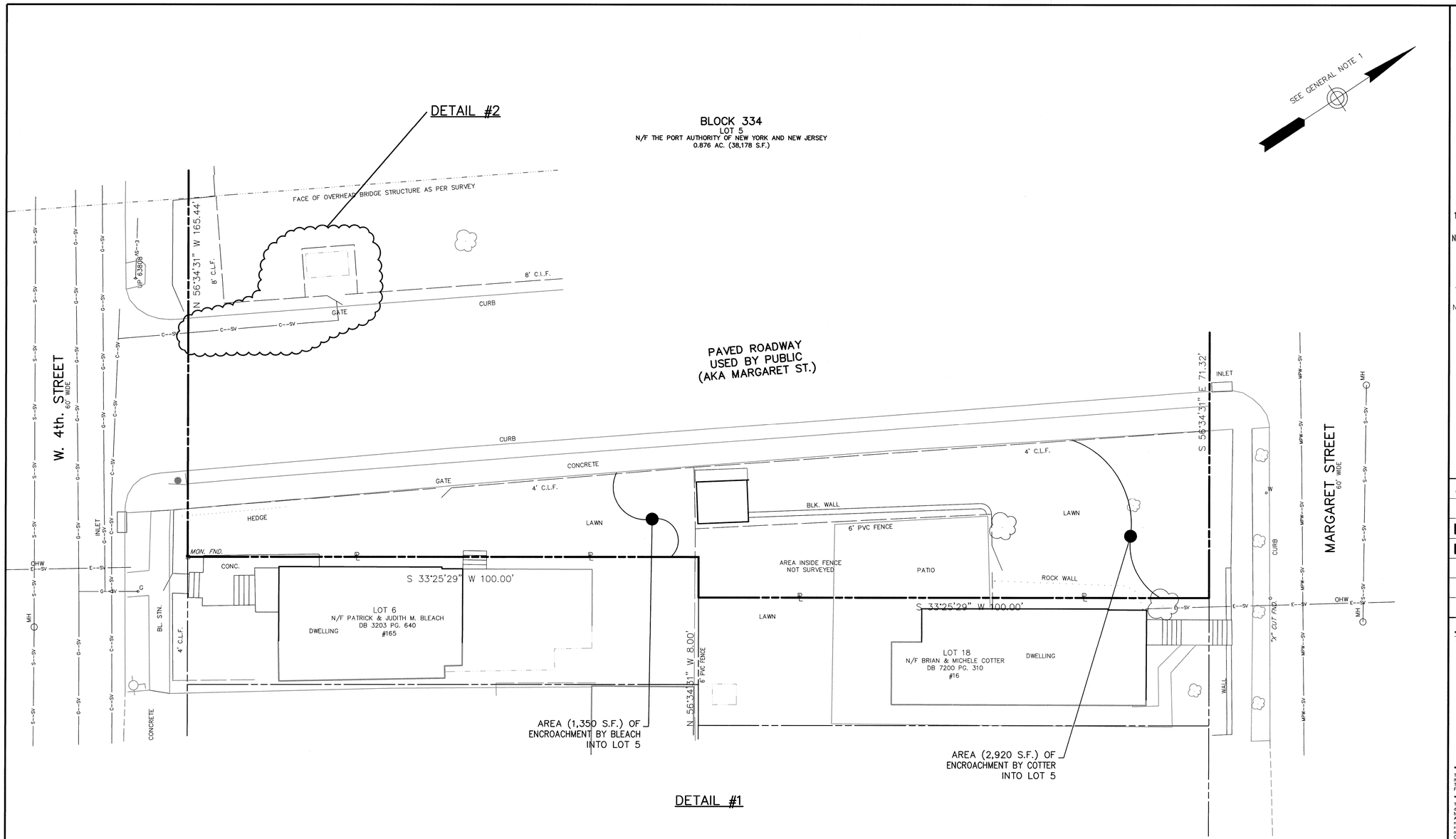
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V00DT2**

**Survey # 2011-065**




DETAILS #1 & 2– BLOCK 334 LOT 5
(REF. PLAN V006)

Sheet 13 of 16

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AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400


| No. | Date | Revision | Approved |
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***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

DETAIL - 3


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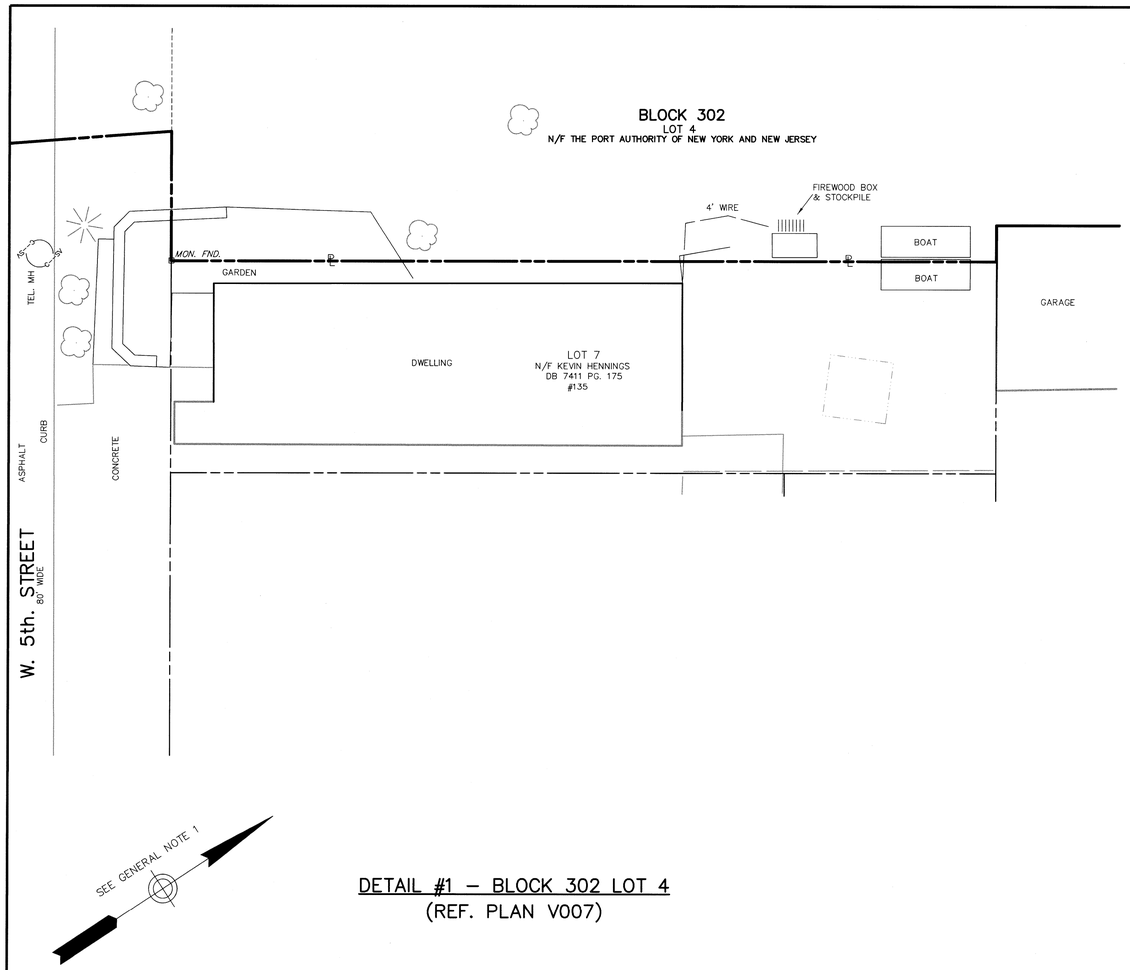
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

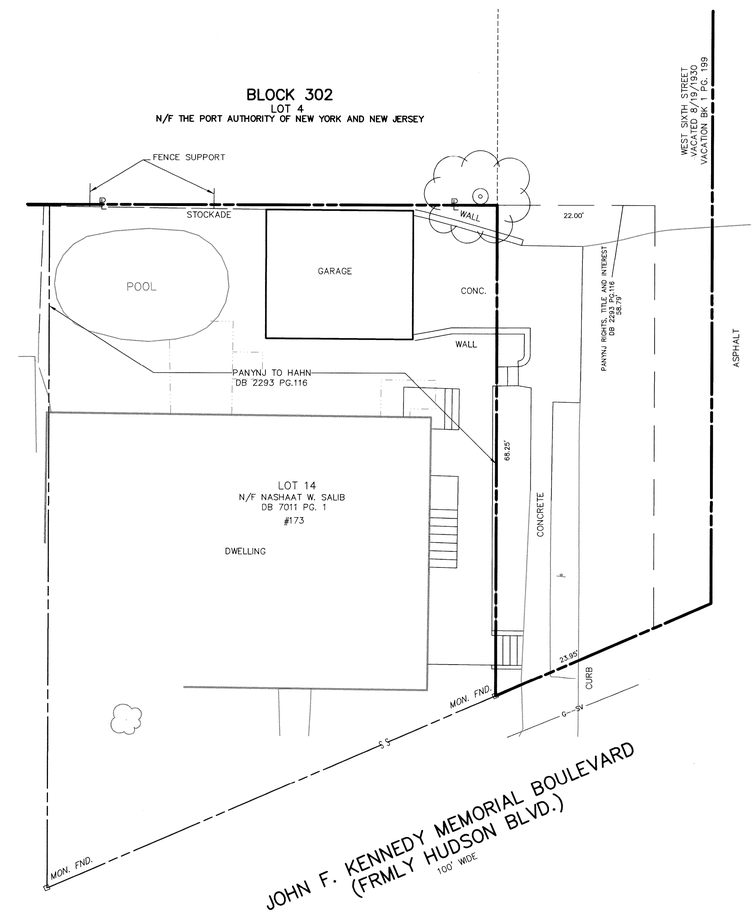
Contract Number **BBNCP**

Drawing Number **V00DT3**

**Survey # 2011–065**




DETAIL #1 – BLOCK 302 LOT 4
(REF. PLAN V007)




DETAIL #2 – BLOCK 302 LOT 4
(REF. PLAN V007)

GRAPHIC SCALE

10 0 5 10 20 40

( IN FEET )
1 inch = 10 ft.

Sheet 14 of 16

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AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor # 24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|

ENGINEERING DEPARTMENT

BAYONNE
BRIDGE

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

DETAIL - 4

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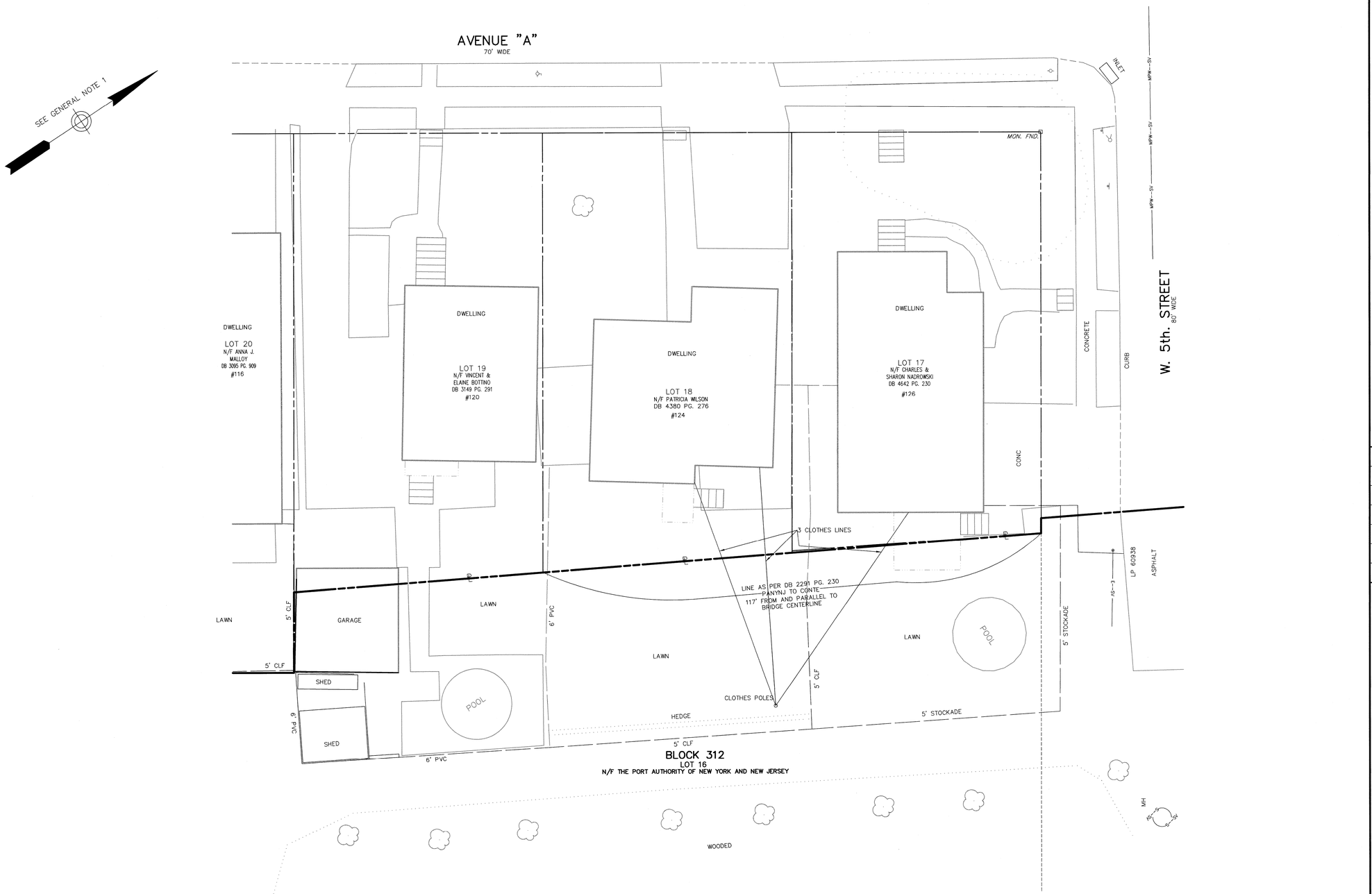
Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V00DT4**

**Survey # 2011–065**




DETAIL #1 – BLOCK 312 LOT 16
(REF. PLAN V007)

GRAPHIC SCALE

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( IN FEET )
1 inch = 10 ft.

Sheet **15** of **16**

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N.J. Professional Land Surveyor # 24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title **ALTA/ACSM LAND TITLE SURVEY**

**BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16**
**BLOCK 334 LOT 5, BLOCK 345 LOT 1**
**BLOCK 346 LOT 11, BLOCK 361 LOT 1**
**BLOCK 362 LOT 1, BLOCK 373 LOT 3**
**BLOCK 391 LOTS 3, 4 & 5**
**CITY OF BAYONNE**
**HUDSON COUNTY**
**NEW JERSEY**

**DETAIL - 5**

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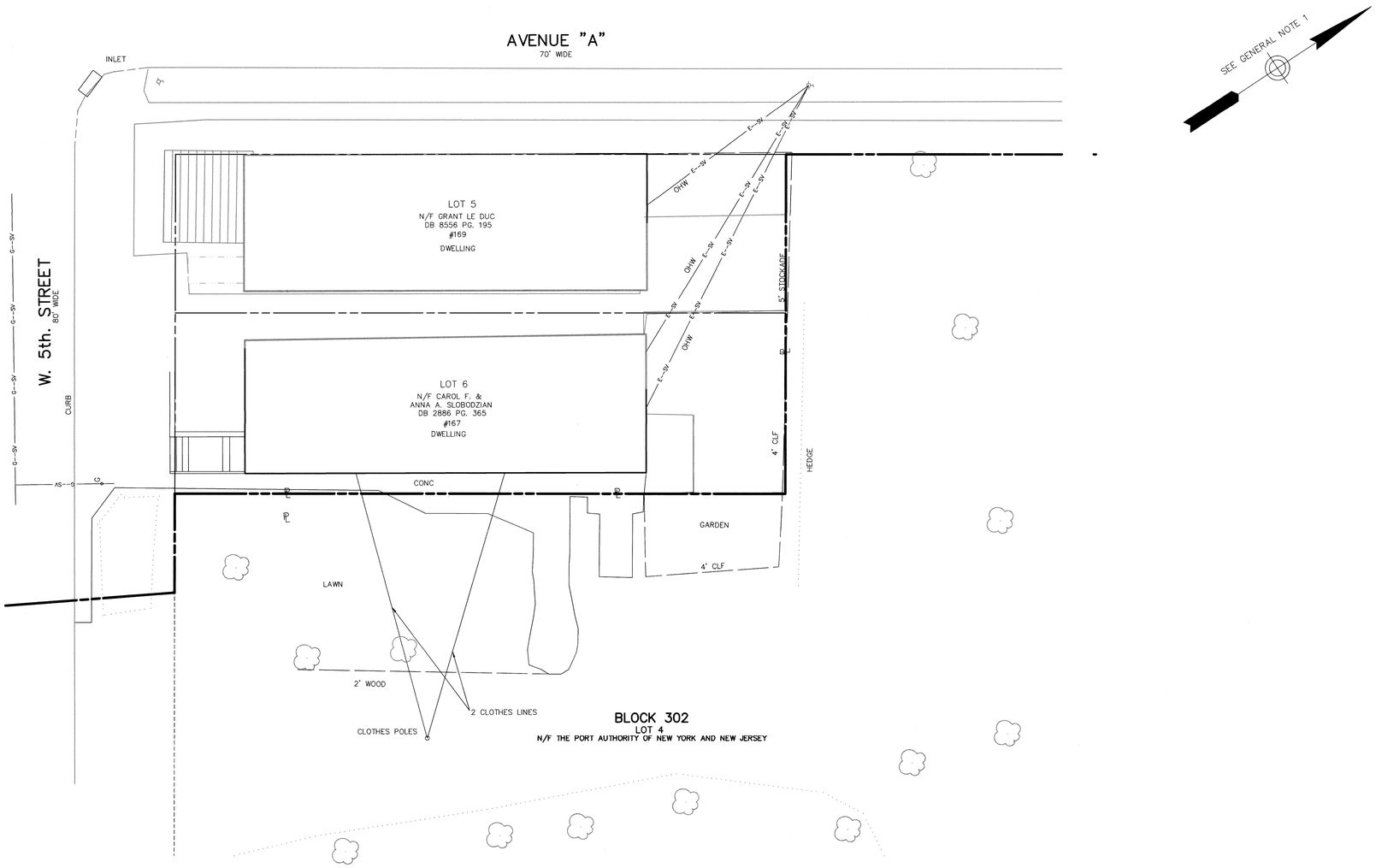
Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V00DT5**

**Survey # 2011-065**




DETAIL #1 – BLOCK 302 LOT 4
(REF. PLAN V007)

GRAPHIC SCALE

10 0 5 10 20 40

( IN FEET )
1 inch = 10 ft.

Sheet 16 of 16

**THE PORT AUTHORITY**
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A JMT COMPANY

JOHNSON, MIRMIRAN & THOMPSON
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9/10/02

AMBROSE E. GMEINER, II
N.J. Professional Land Surveyor #24GS04318400

| No. | Date | Revision | Approved |
|---|---|---|---|

***ENGINEERING DEPARTMENT***

**BAYONNE BRIDGE**

Title ALTA/ACSM LAND TITLE SURVEY

BLOCK 302 LOTS 3 & 4, BLOCK 312 LOT 16
BLOCK 334 LOT 5, BLOCK 345 LOT 1
BLOCK 346 LOT 11, BLOCK 361 LOT 1
BLOCK 362 LOT 1, BLOCK 373 LOT 3
BLOCK 391 LOTS 3, 4 & 5
CITY OF BAYONNE
HUDSON COUNTY
NEW JERSEY

DETIAL - 6

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| KUPPER LLC/JMT | RL | PJM/AEG |
|---|---|---|
| Surveyed by | Drawn by | Checked by |

Date **08/26/2011**

Contract Number **BBNCP**

Drawing Number **V00DT6**

**Survey # 2011–065**

KSE Engineers . Surveyors . Construction Managers
KS Engineers, P.C. 494 Brood Street, 4th Floor, Newark, NJ 07102 . P: 973.623.2999 . F: 973.242.2955 . www.kseng.com

PANYNJ, CSG #2011-065
Bayonne Bridge Property Line Survey
State Boundary Line Pt. D' and E'

Coordinates (NAD83) grid of state boundary line Points D' and E' have been determined based on coordinate shifts of latitude and longitude between the United States Standard Datum (USSD) and current NAD83 as published by NGS in their datasheets for various control points in the area of Pt. D' and Pt. E'.

The methods utilized are as follows:

1. Obtain coordinate values of state boundary points D' and E' in as published in New York State Article 2, Section 7. These coordinates are in USSD (see attached).

2. Determine which NGS datasheets exist that have both USSD and NAD83 coordinates in the areas near state boundary points D' and E'. Due to a high density of NGS control points in the area we were able to find 12 NGS control points whose datasheets contain both USSD and NAD83 values. These 12 points surround the area within which state boundary points D' and E' fall (see attached Google plot).

3. Determine the coordinate shift at each of the 12 selected NGS control points between USSD and NAD83 values from that published in the NGS datasheets.

4. Calculate 12 pairs of USSD coordinates for each state boundary point D' and E'.

5. Review the resulting 12 coordinate pairs and remove any that resulted in a standard deviation of the entire set of more than:
   - Lat. = 0° 0' 0.0006"
   - Long. = 0° 0' 0.003"

   This resulted in our use of 8 of the 12 NGS points for the final computation of NAD83 coordinates of points D' and E'.

6. Using the 8 sets of coordinates; median, average, minimum/maximum and standard deviation were calculated. These values are shown on the attached table.

7. An uncertainty in position was expected, we have expressed this as the difference between the minimum and maximum values for Lat. (N) 0° 0' 0.002" (±0.2 feet) and Long. (E) 0° 0' 0.01" (±0.8 feet).

   Other uncertainties may exist in regard to the accuracy of the USSD coordinates as provided in the NGS data sheets.

8. The shift from USSD to NAD83 was found to be:
   Shift to the south of 0° 0' 0.002" (0.2 feet)
   Shift to the east of 0° 0' 1.381" (106.5 feet).

In summary the coordinates of state boundary points D' and E' are as follows:

**Point D'**
USSD *
Lat. = 40° 38' 30.79"  Long. 074° 08' 36.68"

NAD83 (grid)
Lat. = 40° 38' 30.788"  Long. 074° 08' 35.299"
N = 658935.69
E = 591152.15

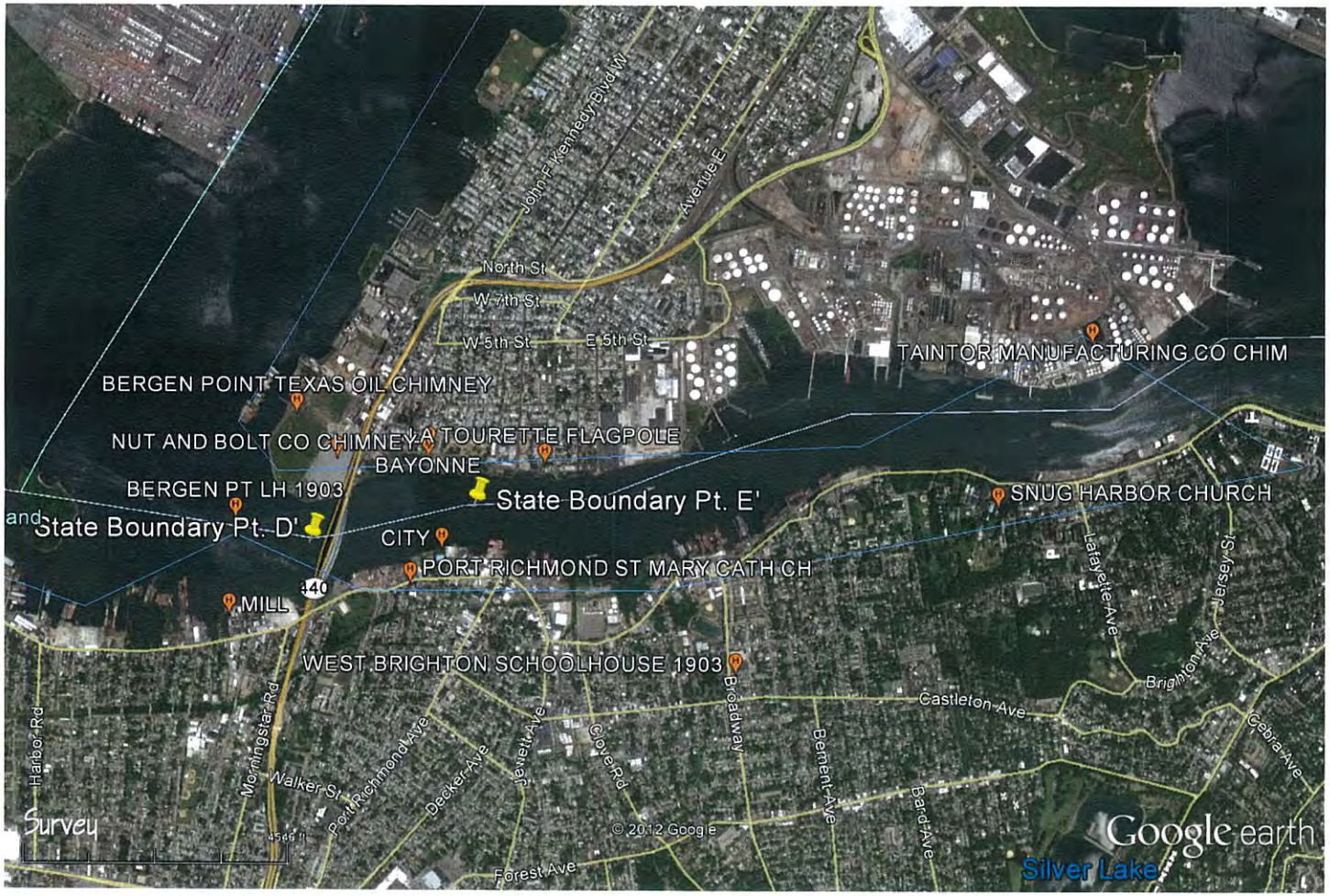
NAD83 (project local)
N = 658935.69
E = 591152.13

**Point E'**
USSD *
Lat. = 40° 38' 36.89"  Long. 074° 08' 00"

NAD83 (grid)
Lat. = 40° 38' 36.888"  Long. 074° 07' 58.619"
N = 659564.59
E = 593976.94

NAD83 (project local)
N = 659564.65
E = 593977.17

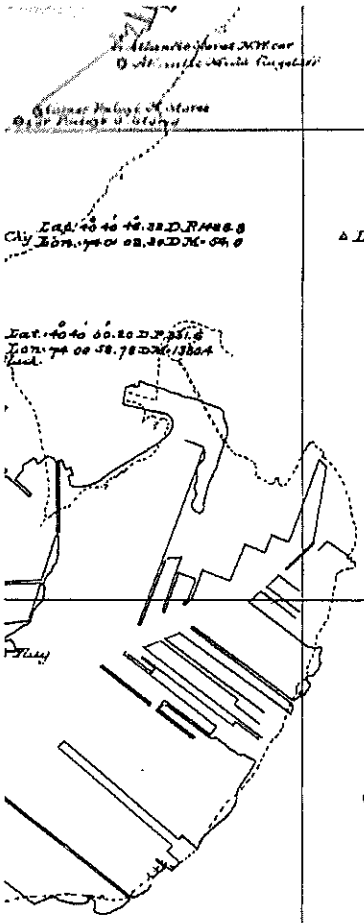
* - As per discussions with David Doyle (NGS) the latitude and longitude as published in New York State Article 2, Section 7 are likely in what was known as the New England Datum of 1879 which later became part of the United States Standard Datum of 1901 (USSD).




Google earth

miles 2

km 3




# Map of the Boundary Line

between

# The States of New York and New Jersey,

in lands under water in

## Kill Von Kull and New York Bay,

From the Baltimore and Ohio Bridge in Arthur Kill, near

## Elizabethport, New Jersey.

To the Hudson River, opposite the Battery,

## New York City.

Agreed upon by the Commissioners appointed by the Governors of their respective States, on December twenty third 1889

New York Commissioners.

N. W. Hazeltine

Robert Moore

G. C. Hanus

New Jersey Commissioners.

A. C. Paul.

W. M. Ower

E. A. Stevens

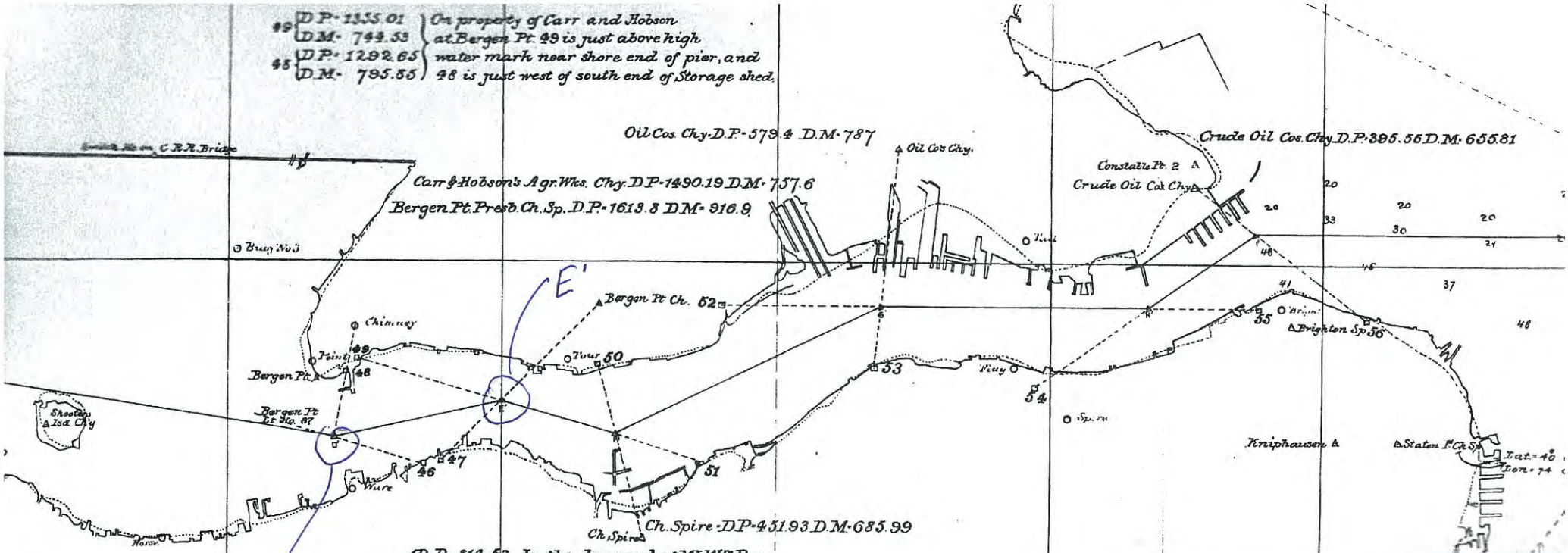
49 { D.P. 1335.01 / D.M. 744.53 } On property of Carr and Hobson at Bergen Pt. 49 is just above high water mark near shore end of pier, and
48 { D.P. 1292.65 / D.M. 795.55 } 48 is just west of south end of Storage shed.

Oil Cos. Chy. D.P. 579.4 D.M. 787

Crude Oil Cos. Chy. D.P. 395.56 D.M. 655.81

Carr & Hobson's Agr. Wks. Chy. D.P. 1490.19 D.M. 757.6

Bergen Pt. Presb. Ch. Sp. D.P. 1613.8 D.M. 916.9




46 { D.P. 814.53 / D.M. 388.40 } In the dooryard of Mr W. Ross rear of lot near Kill.

47 { D.P. 842.87 / D.M. 303.16 } On property of Abr. Gibson, 1 metre from line fence bet. Gibson & Steph. Squires.

51 { D.P. 832.4 / D.M. 398.95 } On property of Staten Isl. Star just south of Rapid Transit R.R.

53 { D.P. 1318.59 / D.M. 898.5 } On property of Richd. Delafield 93 metres along range to his borax factory.

54 { D.P. 1206.33 / D.M. 77.09 } Sailors Snug Harbor. plot adjoining Tyson St. 76 metres along range to cross on wall.

55 { D.P. 1624.31 / D.M. 330.49 } On north side of Richmond Terrace in sidewalk just east of New Brighton Rapid Transit Sta.

56 { D.P. 1571.39 / D.M. 1188.71 } On property of S.I. Rapid Trans. Co. at foot of bank near St. George Ferry

nts are all on the
Dooley, and
immediate
marine railway
nboat landing
ort.

stant from Kill
range

11 47.81 1125.9

| gitude | | Seconds in Metres D.M. |
|---|---|---|
| 1 | 30.63W | 719.8 |
| 1 | 09.79W | 229.9 |
| 0 | 55.42W | 1301.8 |
| 8 | 36.65W | 861.9 |
| 8 | 00. W | 0.0 |
| 7 | 85.15W | 825.8 |
| 6 | 36.94W | 867.9 |
| 5 | 37.88W | 889.8 |
| 5 | 14.64W | 343.9 |
| 8 | 22.25W | 522.66 |
| 1 | 36.50W | 857.0 |

from the earliest survey
rent of 1833

Lat. 40° 37' 00.00N Seconds in Metres 0
Lon. 74° 08' 23.76W " " 558.

POINT JJ (PLACE OF CONCLUSION).

| Latitude. | Seconds in meters. | Longitude. | Seconds in meters. |
|---|---|---|---|
| 40° 59' 49" | 74 N. 1534.38 | 74° 53' 38" | 57 W. 901.46 |

The points at which changes of direction occur in the boundary line, from the place of beginning to the place of conclusion, are for the purposes of this agreement lettered or numbered, and their determination and absolute geographical positions are as follows:

| LATITUDE. | | | | LONGITUDE. | | | |
|---|---|---|---|---|---|---|---|
| Degrees. | Minutes. | Seconds. | Seconds in meters. | Degrees. | Minutes. | Seconds. | Seconds in meters. |
| B 40 | 30 | 31 N. | 956.2 | 74 | 15 | 30.74 W. | 723.9 |
| C 40 | 30 | 56 N. | 1727.33 | 74 | 15 | 16.22 W. | 382. |
| D 40 | 31 | 15.07 N. | 464.8 | 74 | 14 | 47.15 W. | 1109.9 |
| E 40 | 32 | 31.9 N. | 984. | 74 | 15 | 02.5 W. | 58.8 |
| F 40 | 32 | 57.38 N. | 1769.9 | 74 | 14 | 52.42 W. | 1233.9 |
| G 40 | 33 | 32.68 N. | 1008. | 74 | 13 | 54.57 W. | 1284. |
| H 40 | 33 | 25.03 N. | 772. | 74 | 13 | 06.29 W. | 148. |
| I 40 | 33 | 37.54 N. | 1157.9 | 74 | 12 | 53.95 W. | 1269.4 |
| J 40 | 34 | 25.03 N. | 772. | 74 | 12 | 38. W. | 893.7 |
| K 40 | 35 | 16.12 N. | 498. | 74 | 12 | 27.55 W. | 647.9 |
| L 40 | 35 | 51.87 N. | 1599.9 | 74 | 12 | 00. W. | 0. |
| No. 1 40 | 36 | 01. N. | 30.8 | 74 | 12 | 00. W. | 0. |
| No. 2 40 | 36 | 21.45 N. | 661.6 | 74 | 12 | 18.88 W. | 443.9 |
| No. 3 40 | 36 | 51.02 N. | 1573.7 | 74 | 12 | 15.48 W. | 363.9 |
| No. 4 40 | 37 | 00. N. | 0. | 74 | 12 | 10.21 W. | 240. |
| O 40 | 37 | 27.36 N. | 844.1 | 74 | 12 | 15.61 W. | 366.9 |
| P 40 | 37 | 43.24 N. | 1333.7 | 74 | 12 | 09.69 W. | 227.9 |
| R 40 | 37 | 53.36 N. | 1645.9 | 74 | 12 | 10.12 W. | 238. |
| S 40 | 38 | 04.86 N. | 149.9 | 74 | 11 | 54.87 W. | 1289.3 |
| | Position | Center of | Baltimore | and | Ohio | Bridge Pier. | |
| 40 | 38 | 15.31 N. | 472.3 | 74 | 11 | 47.97 W. | 1125.9 |
| A'40 | 38 | 30.92 N. | 953.7 | 74 | 11 | 30.63 W. | 719.8 |
| B'40 | 38 | 45.38 N. | 1399.8 | 74 | 11 | 09.79 W. | 229.9 |
| C'40 | 38 | 47.13 N. | 1453.7 | 74 | 10 | 55.42 W. | 1301.8 |
| D'40 | 38 | 30.79 N. | 949.7 | 74 | 08 | 36.68 W. | 861.9 |
| E'40 | 38 | 36.89 N. | 1137.9 | 74 | 08 | 00. W. | 0.0 |
| F'40 | 38 | 31.37 N. | 967.6 | 74 | 07 | 35.15 W. | 825.8 |
| G'40 | 38 | 52.66 N. | 1624.3 | 74 | 06 | 36.94 W. | 867.9 |
| H'40 | 38 | 52.66 N. | 1624.3 | 74 | 05 | 37.88 W. | 889.8 |
| I'40 | 39 | 05.05 N. | 155.77 | 74 | 05 | 14.64 W. | 343.09 |
| J'40 | 39 | 04.94 N. | 152.38 | 74 | 03 | 22.25 W. | 522.65 |
| K' or AA 40 | 42 | 00. N. | 0.0 | 74 | 01 | 36.50 W. | 857.0 |
| BB 40 | 43 | 04.68 N. | 144.36 | 74 | 01 | 26.59 W. | 624.07 |
| CC 40 | 45 | 26.82 N. | 827.30 | 74 | 00 | 52. W. | 1219.66 |
| DD 40 | 49 | 26.82 N. | 1096.61 | 73 | 57 | 50.38 W. | 1180.6 |
| EE 40 | 51 | 03.62 N. | 111.67 | 73 | 57 | 11.69 W. | 273.78 |
| FF 40 | 53 | 19.05 N. | 587.64 | 73 | 55 | 48.77 W. | 1141.7 |

## From NGS Data Sheet

| Designation | PID (KV) | USSD | | | | | | NAD 83 (1996) (current NGS data sheet position) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Lat. (NORTH) | | | Long. (WEST) | | | Lat. (NORTH) | | | Long. (WEST) | | |
| | | deg | min | sec | deg | min | sec | deg | min | sec | deg | min | sec |
| TAINTER MANUFACTURING CO CHIM | KV4353 | 40 | 39 | 4.443 | 74 | 5 | 43.176 | 40 | 39 | 4.42789 | 74 | 5 | 41.77649 |
| WEST BRIGHTON SCHOOLHOUSE 1903 | KV4417 | 40 | 38 | 8.487 | 74 | 7 | 2.819 | 40 | 38 | 8.48643 | 74 | 7 | 1.44045 |
| SNUG HARBOR CHURCH | KV4425 | 40 | 38 | 36.611 | 74 | 6 | 4.343 | 40 | 38 | 36.60894 | 74 | 6 | 2.95931 |
| BAYONNE | KV4663 | 40 | 38 | 45.043 | 74 | 8 | 11.386 | 40 | 38 | 45.04095 | 74 | 8 | 10.00215 |
| BERGEN PT LH 1903 | KV4665 | 40 | 38 | 34.636 | 74 | 8 | 54.4 | 40 | 38 | 34.6343 | 74 | 8 | 53.0183 |
| CABLE & WIRE CO CHIMNEY | KV4691 | 40 | 38 | 44.96 | 74 | 8 | 31.68 | 40 | 38 | 44.96018 | 74 | 8 | 30.29398 |
| LA TOURETTE FLAGPOLE | KV4694 | 40 | 38 | 43.88 | 74 | 7 | 45.44 | 40 | 38 | 43.87746 | 74 | 7 | 44.05619 |
| BERGEN POINT TEXAS OIL CHIM | KV4710 | 40 | 38 | 52.56 | 74 | 8 | 40.72 | 40 | 38 | 52.5531 | 74 | 8 | 39.3481 |
| NUT & BOLT CO CHIM | KV4722 | 40 | 38 | 46.69 | 74 | 8 | 11.26 | 40 | 38 | 46.68455 | 74 | 8 | 9.87148 |
| CITY | KV4797 | 40 | 38 | 29.678 | 74 | 8 | 8.383 | 40 | 38 | 29.67548 | 74 | 8 | 6.99955 |
| PORT RICHMOND ST MARY CATH CH | KV4798 | 40 | 38 | 23.87 | 74 | 8 | 15.36 | 40 | 38 | 23.86792 | 74 | 8 | 13.98588 |
| MILL | KV4804 | 40 | 38 | 18.463 | 74 | 8 | 55.776 | 40 | 38 | 18.46147 | 74 | 8 | 54.39508 |

| Designation | PID (KV) | Shift from USSD to NAD 83 (current) | | | | | | Apply Shift to D' | | | | | | | Apply Shift to E' | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Lat. (NORTH) | | | Long. (WEST) | | | | Lat. (NORTH) | | | Long. (WEST) | | | | Lat. (NORTH) | | | Long. (WEST) | | |
| | | | | | | | | State Boundary PT. D' (USSD) | 40 | 38 | 30.79 | 74 | 8 | 36.68 | State Boundary Pt. E' (USSD) | 40 | 38 | 36.89 | 74 | 8 | 0 |
| | | deg | min | sec | deg | min | sec | | deg | min | sec | deg | min | sec | | deg | min | sec | deg | min | sec |
| TAINTER MANUFACTURING CO CHIM | KV4353 | 0 | 0 | -0.01511 | 0 | 0 | -1.39951 | State Boundary PT. D' (NAD83 current) | 40 | 38 | 30.77489 | 74 | 8 | 35.28049 | State Boundary PT. E' (NAD83 current) | 40 | 38 | 36.87489 | 74 | 7 | 58.60049 |
| WEST BRIGHTON SCHOOLHOUSE 1903 | KV4417 | 0 | 0 | -0.00057 | 0 | 0 | -1.37855 | | 40 | 38 | 30.78943 | 74 | 8 | 35.30145 | | 40 | 38 | 36.88943 | 74 | 7 | 58.62145 |
| SNUG HARBOR CHURCH | KV4425 | 0 | 0 | -0.00206 | 0 | 0 | -1.38369 | | 40 | 38 | 30.78794 | 74 | 8 | 35.29631 | | 40 | 38 | 36.88794 | 74 | 7 | 58.61631 |
| BAYONNE | KV4663 | 0 | 0 | -0.00205 | 0 | 0 | -1.38385 | | 40 | 38 | 30.78795 | 74 | 8 | 35.29615 | | 40 | 38 | 36.88795 | 74 | 7 | 58.61615 |
| BERGEN PT LH 1903 | KV4665 | 0 | 0 | -0.0017 | 0 | 0 | -1.3817 | | 40 | 38 | 30.7883 | 74 | 8 | 35.2983 | | 40 | 38 | 36.8883 | 74 | 7 | 58.6183 |
| CABLE & WIRE CO CHIMNEY | KV4691 | 0 | 0 | 0.00018 | 0 | 0 | -1.38602 | | 40 | 38 | 30.79018 | 74 | 8 | 35.29398 | | 40 | 38 | 36.89018 | 74 | 7 | 58.61398 |
| LA TOURETTE FLAGPOLE | KV4694 | 0 | 0 | -0.00254 | 0 | 0 | -1.38381 | | 40 | 38 | 30.78746 | 74 | 8 | 35.29619 | | 40 | 38 | 36.88746 | 74 | 7 | 58.61619 |
| BERGEN POINT TEXAS OIL CHIM | KV4710 | 0 | 0 | -0.0069 | 0 | 0 | -1.3719 | | 40 | 38 | 30.7831 | 74 | 8 | 35.3081 | | 40 | 38 | 36.8831 | 74 | 7 | 58.6281 |
| NUT & BOLT CO CHIM | KV4722 | 0 | 0 | -0.00545 | 0 | 0 | -1.38852 | | 40 | 38 | 30.78455 | 74 | 8 | 35.29148 | | 40 | 38 | 36.88455 | 74 | 7 | 58.61148 |
| CITY | KV4797 | 0 | 0 | -0.00252 | 0 | 0 | -1.38345 | | 40 | 38 | 30.78748 | 74 | 8 | 35.29655 | | 40 | 38 | 36.88748 | 74 | 7 | 58.61655 |
| PORT RICHMOND ST MARY CATH CH | KV4798 | 0 | 0 | -0.00208 | 0 | 0 | -1.37412 | | 40 | 38 | 30.78792 | 74 | 8 | 35.30588 | | 40 | 38 | 36.88792 | 74 | 7 | 58.62588 |
| MILL | KV4804 | 0 | 0 | -0.00153 | 0 | 0 | -1.38092 | | 40 | 38 | 30.78847 | 74 | 8 | 35.29908 | | 40 | 38 | 36.88847 | 74 | 7 | 58.61908 |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| median | 40 | 38 | 30.78795 | 74 | 8 | 35.29743 | median | 40 | 38 | 36.88795 | 74 | 7 | 58.61743 |
| average | 40 | 38 | 30.78812 | 74 | 8 | 35.29874 | average | 40 | 38 | 36.88812 | 74 | 7 | 58.61874 |
| min | 40 | 38 | 30.78746 | 74 | 8 | 35.29615 | min | 40 | 38 | 36.88746 | 74 | 7 | 58.61615 |
| max | 40 | 38 | 30.78943 | 74 | 8 | 35.30588 | max | 40 | 38 | 36.88943 | 74 | 7 | 58.62588 |
| stddev | 0 | 0 | 0.000634 | 0 | 0 | 0.003434 | stddev | 0 | 0 | 0.000634 | 0 | 0 | 0.003434 |
| Uncertainty, expressed as diff. between Min and Max | 0 | 0 | -0.00197 | 0 | 0 | -0.00973 | | 0 | 0 | -0.00197 | 0 | 0 | -0.00973 |
| Shift from USSD to current NAD83 | 0 | 0 | -0.00188 | 0 | 0 | -1.38126 | | 0 | 0 | -0.00188 | 0 | 0 | -1.38126 |

# KS Engineers, P.C.

**Project**

13 August 2012

| INPUT | OUTPUT |
|---|---|
| Geographic, NAD83<br>Vertical - NAVD88, U.S. Feet | State Plane, NAD83<br>2900 - New Jersey, U.S. Feet<br>Vertical - NAVD88, U.S. Feet |

## Bayonne Bridge Area. 1/2

| | | | |
|---|---|---|---|
| **Latitude:** | 40 38 31 | **Northing/Y:** | 658956.596 |
| **Longitude:** | 74 08 37 | **Easting/X:** | 591020.923 |
| **Elevation/Z:** | 0 | **Elevation/Z:** | 0.000 |
| | | **Convergence:** | 0 13 55.66252 |
| | | **Scale Factor:** | 0.999911181 |
| | | **Combined Factor:** | 0.999916235 |

## Bayonne Bridge Area. 2/2

| | | | |
|---|---|---|---|
| **Latitude:** | 40 38 31.002 | **Northing/Y:** | 658956.795 |
| **Longitude:** | 74 08 37.01 | **Easting/X:** | 591020.151 |
| **Elevation/Z:** | 0 | **Elevation/Z:** | 0.000 |
| | | **Convergence:** | 0 13 55.65601 |
| | | **Scale Factor:** | 0.999911180 |
| | | **Combined Factor:** | 0.999916235 |

Uncertainty expressed by comparison of Min & Max.

Lat. N-S 956.596 - 956.795 = 0.199' → ±0.2'

Long E-W 20.923 - 20.151 = 0.772' → ±0.8'

**Remark:**

# KS Engineers, P.C.

**Project**

14 August 2012

| INPUT | OUTPUT |
|---|---|
| Geographic, NAD83<br>Vertical - NAVD88, U.S. Feet | State Plane, NAD83<br>2900 - New Jersey, U.S. Feet<br>Vertical - NAVD88, U.S. Feet |

---

## St. Bnd. Pt. D'

1/2

USSD

**Latitude:** 40 38 30.79
**Longitude:** 74 08 36.68
**Elevation/Z:** 0

**Northing/Y:** 658935.446
**Easting/X:** 591045.675
**Elevation/Z:** 0.000
**Convergence:** 0 13 55.86995
**Scale Factor:** 0.999911186
**Combined Factor:** 0.999916241

---

## St. Bnd. Pt. D'

2/2

NAD83

**Latitude:** 40 38 30.78812
**Longitude:** 74 08 35.29874
**Elevation/Z:** 0

**Northing/Y:** 658935.687
**Easting/X:** 591152.146
**Elevation/Z:** 0.000
**Convergence:** 0 13 56.76962
**Scale Factor:** 0.999911210
**Combined Factor:** 0.999916265

GRID

Shift D' (USSD to NAD83)

Lat = 0.24' South
N-S

Long 106.47' east
E-W

---

**Remark:**

# KS Engineers, P.C.

**Project**

14 August 2012

| INPUT | OUTPUT |
|---|---|
| Geographic, NAD83<br>Vertical - NAVD88, U.S. Feet | State Plane, NAD83<br>2900 - New Jersey, U.S. Feet<br>Vertical - NAVD88, U.S. Feet |

---

## St. Bnd. Pt. E'

1/2

USSD

**Latitude:** 40 38 36.89
**Longitude:** 74 08 00
**Elevation/Z:** 0

**Northing/Y:** 659564.339
**Easting/X:** 593870.470
**Elevation/Z:** 0.000
**Convergence:** 0 14 19.79088
**Scale Factor:** 0.999911834
**Combined Factor:** 0.999916885

---

## St. Bnd. Pt. E'

2/2

NAD83

**Latitude:** 40 38 36.88812
**Longitude:** 74 07 58.61874
**Elevation/Z:** 0

**Northing/Y:** 659564.593
**Easting/X:** 593976.938
**Elevation/Z:** 0.000
**Convergence:** 0 14 20.69058
**Scale Factor:** 0.999911859
**Combined Factor:** 0.999916909

GRID

Shift E' (USSD to NAD83)

Lat N-S = 0.25' South

Long E-W = 106.47' east

---

**Remark:**

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST 10, 2012
 KV4353 ***********************************************************************
 KV4353  DESIGNATION -  TAINTOR MANUFACTURING CO CHIM
 KV4353  PID         -  KV4353
 KV4353  STATE/COUNTY-  NJ/HUDSON
 KV4353  COUNTRY     -  US
 KV4353  USGS QUAD   -  JERSEY CITY (1981)
 KV4353
 KV4353                          *CURRENT SURVEY CONTROL
 KV4353  ______________________________________________________________________
 KV4353* NAD 83(1996) POSITION- 40 39 04.42789(N) 074 05 41.77649(W)   ADJUSTED
 KV4353* NAVD 88 ORTHO HEIGHT -          **(meters)           **(feet)
 KV4353  ______________________________________________________________________
 KV4353  LAPLACE CORR    -          4.90  (seconds)                    DEFLEC09
 KV4353  GEOID HEIGHT    -        -32.13  (meters)                     GEOID12
 KV4353  HORZ ORDER      -  THIRD
 KV4353
 KV4353.The horizontal coordinates were established by classical geodetic methods
 KV4353.and adjusted by the National Geodetic Survey in September 1999.
 KV4353.
 KV4353.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4353
 KV4353. The following values were computed from the NAD 83(1996) position.
 KV4353
 KV4353;                     North         East     Units Scale Factor Converg.
 KV4353;SPC NJ       -   201,899.221   184,255.601   MT  0.99991444   +0 15 50.0
 KV4353;SPC NJ       -   662,397.69    604,511.92   sFT  0.99991444   +0 15 50.0
 KV4353;SPC NY L     -    53,812.943   291,970.419   MT  1.00000089   -0 03 43.5
 KV4353;SPC NY L     -   176,551.30    957,906.28   sFT  1.00000089   -0 03 43.5
 KV4353;UTM  18      - 4,500,435.175   576,517.410   MT  0.99967207   +0 35 22.7
 KV4353
 KV4353                          SUPERSEDED SURVEY CONTROL
 KV4353
 KV4353  NAD 83(1996)-  40 39 04.42786(N)    074 05 41.77657(W) AD(       ) 3
 KV4353  NAD 83(1996)-  40 39 04.42055(N)    074 05 41.77185(W) AD(       ) 3
 KV4353  NAD 83(1992)-  40 39 04.42034(N)    074 05 41.77229(W) AD(       ) 3
 KV4353  NAD 83(1986)-  40 39 04.42782(N)    074 05 41.77846(W) AD(       ) 3
 KV4353  NAD 27      -  40 39 04.06800(N)    074 05 43.28000(W) AD(       ) 3
 KV4353  USSD        -  40 39 04.44300(N)    074 05 43.17600(W) AD(       ) 3
 KV4353
 KV4353.Superseded values are not recommended for survey control.
 KV4353
 KV4353.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
 KV4353.See file dsdata.txt to determine how the superseded data were derived.
 KV4353
 KV4353_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWL7651700435(NAD 83)
 KV4353
 KV4353_MARKER: 85 = CHIMNEY
 KV4353
 KV4353  HISTORY     - Date     Condition        Report By
 KV4353  HISTORY     - 1913     FIRST OBSERVED   CGS
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KV4353
KV4353                          STATION DESCRIPTION
KV4353
KV4353'NO DESCRIPTIVE TEXT AVAILABLE.

*** retrieval complete.
Elapsed Time = 00:00:01
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S E

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST  9, 2012
 KV4417 ***********************************************************************
 KV4417  DESIGNATION -  WEST BRIGHTON SCHOOLHOUSE 1903
 KV4417  PID         -  KV4417
 KV4417  STATE/COUNTY-  NY/RICHMOND
 KV4417  COUNTRY     -  US
 KV4417  USGS QUAD   -  JERSEY CITY (1981)
 KV4417
 KV4417                          *CURRENT SURVEY CONTROL
 KV4417  ______________________________________________________________________
 KV4417* NAD 83(1996) POSITION- 40 38 08.48643(N) 074 07 01.44045(W)   ADJUSTED
 KV4417* NAVD 88 ORTHO HEIGHT -    14.     (meters)      46.    (feet) SCALED
 KV4417  ______________________________________________________________________
 KV4417  GEOID HEIGHT    -        -32.18  (meters)                     GEOID12
 KV4417  LAPLACE CORR    -          5.02  (seconds)                    DEFLEC09
 KV4417  HORZ ORDER      -  SECOND
 KV4417
 KV4417.The horizontal coordinates were established by classical geodetic methods
 KV4417.and adjusted by the National Geodetic Survey in January 1999.
 KV4417.
 KV4417.The orthometric height was scaled from a topographic map.
 KV4417
 KV4417.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4417
 KV4417. The following values were computed from the NAD 83(1996) position.
 KV4417
 KV4417;                     North         East     Units Scale Factor Converg.
 KV4417;SPC NJ       -   200,165.412   182,391.696   MT  0.99991291   +0 14 57.8
 KV4417;SPC NJ       -   656,709.36    598,396.76   sFT  0.99991291   +0 14 57.8
 KV4417;SPC NY E     -   200,165.412   182,391.696   MT  0.99991291   +0 14 57.8
 KV4417;SPC NY E     -   656,709.36    598,396.76   sFT  0.99991291   +0 14 57.8
 KV4417;SPC NY L     -    52,089.614   290,096.516   MT  1.00000187   -0 04 35.7
 KV4417;SPC NY L     -   170,897.34    951,758.32   sFT  1.00000187   -0 04 35.7
 KV4417;UTM  18      - 4,498,691.223   574,663.842   MT  0.99966862   +0 34 30.1
 KV4417
 KV4417!             -  Elev Factor  x  Scale Factor =   Combined Factor
 KV4417!SPC NJ       -   1.00000290  x   0.99991291  =   0.99991581
 KV4417!SPC NY E     -   1.00000290  x   0.99991291  =   0.99991581
 KV4417!SPC NY L     -   1.00000290  x   1.00000187  =   1.00000477
 KV4417!UTM  18      -   1.00000290  x   0.99966862  =   0.99967152
 KV4417
 KV4417:                 Primary Azimuth Mark                     Grid Az
 KV4417:SPC NJ       -  ST GEORGE SCHOOLHOUSE 1903                070 19 04.9
 KV4417:SPC NY E     -  ST GEORGE SCHOOLHOUSE 1903                070 19 04.9
 KV4417:SPC NY L     -  ST GEORGE SCHOOLHOUSE 1903                070 38 38.4
 KV4417:UTM  18      -  ST GEORGE SCHOOLHOUSE 1903                069 59 32.6
 KV4417
 KV4417|-----------------------------------------------------------------------|
 KV4417| PID    Reference Object                      Distance      Geod. Az  |
 KV4417|                                                            dddmmss.s |
 KV4417| KV4404 ST GEORGE SCHOOLHOUSE 1903          APPROX. 3.2 KM 0703402.7 |
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KV4417|---------------------------------------------------------------------|
KV4417
KV4417                          SUPERSEDED SURVEY CONTROL
KV4417
KV4417  NAD 83(1996)-  40 38 08.48584(N)    074 07 01.43987(W) AD(       ) 2
KV4417  NAD 83(1992)-  40 38 08.48582(N)    074 07 01.43985(W) AD(       ) 2
KV4417  NAD 83(1986)-  40 38 08.48592(N)    074 07 01.44010(W) AD(       ) 2
KV4417  NAD 27      -  40 38 08.11200(N)    074 07 02.92500(W) AD(       ) 2
KV4417  USSD        -  40 38 08.48700(N)    074 07 02.81900(W) AD(       ) 3
KV4417
KV4417.Superseded values are not recommended for survey control.
KV4417
KV4417.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
KV4417.See file dsdata.txt to determine how the superseded data were derived.
KV4417
KV4417_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7466398691(NAD 83)
KV4417
KV4417_MARKER: 82 = FINIAL
KV4417
KV4417  HISTORY     - Date     Condition        Report By
KV4417  HISTORY     - 1903     FIRST OBSERVED   CGS
KV4417  HISTORY     - 1932     GOOD             CGS
KV4417
KV4417                           STATION DESCRIPTION
KV4417
KV4417'DESCRIBED BY COAST AND GEODETIC SURVEY 1903 (ATM)
KV4417'THIS STATION IS THE WEATHER VANE ON THE CLOCK TOWER OF WEST BRIGHTON
KV4417'SCHOOL, SITUATED ON THE NE CORNER OF BROADWAY AND MARKET STREET,
KV4417'WEST BRIGHTON, BOROUGH OF RICHMOND, NEW YORK CITY.
KV4417'
KV4417'THIS IS A LARGE 4-STORY BRICK BUILDING WITH SQUARE FRAME CLOCK
KV4417'TOWER WITH FLAT WOODEN ROOF COVERED WITH SHEET ASPHALT.  ON THIS
KV4417'ROOF IS A SQUARE OPEN BELL TOWER WITH EIGHT PILLARS SUPPORTING
KV4417'DOME-SHAPED ROOF, IN THE CENTER OF WHICH IS WEATHER VANE.  THE
KV4417'CENTER OF THIS WEATHER VANE WAS DROPPED TO THE ROOF OF CLOCK
KV4417'TOWER BY MEANS OF TRANSIT AND CENTER ESTABLISHED AND MARKED WITH
KV4417'LARGE WIRE NAIL WITH CROSS CUT THEREON.
KV4417'
KV4417'AN ECCENTRIC STATION WAS ESTABLISHED 1.705 METERS NE OF CENTER
KV4417'IN LINE WITH ST. GEORGE HIGH SCHOOL, AND IS MARKED WITH BRASS TACK.
KV4417'
KV4417'REACHED BY CASTLETON AVENUE TROLLEY TO BROADWAY.  THENCE WALKING
KV4417'N ONE BLOCK TO SCHOOL.
KV4417
KV4417                           STATION RECOVERY (1932)
KV4417
KV4417'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1932 (RWW)
KV4417'WEATHER VANE AND DROPPED-CENTER RECOVERED IN GOOD CONDITION AS
KV4417'ORIGINALLY DESCRIBED.  A BRASS TACK MARKING AN ECCENTRIC SET-UP
KV4417'WAS NOT FOUND.  TWO GROUND REFERENCE MONUMENTS, PLACED WITH
KV4417'PRIMARY ACCURACY BY THE BOROUGH ENGINEER IMMEDIATELY AFTER THE
KV4417'1903-08 SURVEY, WERE FOUND IN GOOD CONDITION.
KV4417'
KV4417'A COMPLETE DESCRITPION FOLLOWS--
KV4417'
KV4417'THIS STATION IS IN W BRIGHTON ON THE NE CORNER OF BROADWAY AND
KV4417'MARKET STREETS.  IT IS ATOP PUBLIC SCHOOL 18 (A LARGE, 4-STORY
KV4417'BRICK BUILDING, WITH A SQUARE CUPOLA BELL-TOWER RISING FROM
KV4417'THE SW CORNER OF THE ROOF).
KV4417'
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KV4417'THE STATION IS THE CENTER-ROD OF THE WEATHER VANE AT THE
KV4417'CUPOLA-APEX, APPROXIMATELY 175 FEET ABOVE GROUND.  THE REFERENCE
KV4417'MONUMENTS ARE EACH MARKED BY A COPPER PLUG SET IN A MARBLE AND SET
KV4417'IN CONCRETE ABOUT 10 INCHES BELOW THE GROUND LEVEL AND COVERED BY
KV4417'AN IRON CITY MONUMENT COVER-PLATE SET FLUSH WITH THE GROUND.
KV4417'THEY ARE ON THE N SIDE OF CASTLETON AVENUE AND DIRECTLY S OF THE
KV4417'SCHOOL.  ONE IS LOCATED ON THE NW CORNER OF BROADWAY AND
KV4417'CASTLETON AVENUE.  THE OTHER IS 245.881 FEET E FROM IT.
KV4417'
KV4417'FOR REFERENCE SKETCH-DATA SEE BOOK 60 -- PAGE 120.  BOOK 136-PAGES
KV4417'20, 21, 79.  BOOK 208 -- PAGES 38, 39, 84 AT THE BOROUGH ENGINEERS
KV4417'OFFICE.

*** retrieval complete.
Elapsed Time = 00:00:01
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# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST 10, 2012
 KV4425 ***********************************************************************
 KV4425  DESIGNATION -  SNUG HARBOR CHURCH
 KV4425  PID         -  KV4425
 KV4425  STATE/COUNTY-  NY/RICHMOND
 KV4425  COUNTRY     -  US
 KV4425  USGS QUAD   -  JERSEY CITY (1981)
 KV4425
 KV4425                         *CURRENT SURVEY CONTROL
 KV4425  ___________________________________________________________________
 KV4425* NAD 83(1996) POSITION- 40 38 36.60894(N) 074 06 02.95931(W)   ADJUSTED
 KV4425* NAVD 88 ORTHO HEIGHT -    14.     (meters)      46.    (feet) SCALED
 KV4425  ___________________________________________________________________
 KV4425  GEOID HEIGHT    -        -32.14  (meters)                     GEOID12
 KV4425  LAPLACE CORR    -          4.80  (seconds)                    DEFLEC09
 KV4425  HORZ ORDER      -  SECOND
 KV4425
 KV4425.The horizontal coordinates were established by classical geodetic methods
 KV4425.and adjusted by the National Geodetic Survey in January 1999.
 KV4425.
 KV4425.The orthometric height was scaled from a topographic map.
 KV4425
 KV4425.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4425
 KV4425. The following values were computed from the NAD 83(1996) position.
 KV4425
 KV4425;                    North         East     Units Scale Factor Converg.
 KV4425;SPC NJ       -   201,038.914   183,761.881   MT  0.99991403   +0 15 36.0
 KV4425;SPC NJ       -   659,575.17    602,892.10   sFT  0.99991403   +0 15 36.0
 KV4425;SPC NY E     -   201,038.914   183,761.881   MT  0.99991403   +0 15 36.0
 KV4425;SPC NY E     -   659,575.17    602,892.10   sFT  0.99991403   +0 15 36.0
 KV4425;SPC NY L     -    52,955.383   291,471.770   MT  1.00000137   -0 03 57.4
 KV4425;SPC NY L     -   173,737.79    956,270.30   sFT  1.00000137   -0 03 57.4
 KV4425;UTM  18      - 4,499,572.284   576,028.708   MT  0.99967115   +0 35 08.5
 KV4425
 KV4425!             -  Elev Factor  x  Scale Factor =   Combined Factor
 KV4425!SPC NJ       -   1.00000290  x   0.99991403  =   0.99991693
 KV4425!SPC NY E     -   1.00000290  x   0.99991403  =   0.99991693
 KV4425!SPC NY L     -   1.00000290  x   1.00000137  =   1.00000427
 KV4425!UTM  18      -   1.00000290  x   0.99967115  =   0.99967405
 KV4425
 KV4425                          SUPERSEDED SURVEY CONTROL
 KV4425
 KV4425  NAD 83(1996)-  40 38 36.60844(N)    074 06 02.95961(W) AD(       ) 2
 KV4425  NAD 83(1992)-  40 38 36.60842(N)    074 06 02.96003(W) AD(       ) 2
 KV4425  NAD 83(1986)-  40 38 36.60829(N)    074 06 02.95950(W) AD(       ) 2
 KV4425  NAD 27      -  40 38 36.23300(N)    074 06 04.45300(W) AD(       ) 2
 KV4425  USSD        -  40 38 36.61100(N)    074 06 04.34300(W) AD(       ) 3
 KV4425
 KV4425.Superseded values are not recommended for survey control.
 KV4425
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KV4425.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
KV4425.See file dsdata.txt to determine how the superseded data were derived.
KV4425
KV4425_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7602899572(NAD 83)
KV4425
KV4425_MARKER: 91 = CHURCH CROSS
KV4425
KV4425  HISTORY     - Date     Condition        Report By
KV4425  HISTORY     - 1903     FIRST OBSERVED   CGS
KV4425  HISTORY     - 1931     GOOD             CGS
KV4425  HISTORY     - 1932     GOOD             CGS
KV4425  HISTORY     - 1934     GOOD             CGS
KV4425
KV4425                          STATION DESCRIPTION
KV4425
KV4425'DESCRIBED BY COAST AND GEODETIC SURVEY 1903 (ATM)
KV4425'THIS STATION IS THE GILT CROSS ON THE DOME OF THE SNUG HARBOR
KV4425'CHURCH, SITUATED ON THE GROUNDS OF SAILORS SNUG HARBOR, BOROUGH
KV4425'OF RICHMOND, NEW YORK CITY.
KV4425'
KV4425'THE CHURCH IS BUILT OF LIGHT COLORED STONE, WITH LARGE DOME,
KV4425'ON TOP OF WHICH IS AN OPEN TOWER WITH PILLARS SUPPORTING ROOF ON
KV4425'WHICH IS THE CROSS.
KV4425'
KV4425'PRIOR TO DECEMBER, 1904, THIS TOWER WAS ACCESSIBLE FOR
KV4425'OBSERVATIONS BUT IN THAT MONTH A FIRE COMPLETELY GUTTED THE
KV4425'BUILDING.
KV4425'
KV4425'DURING THE YEAR 1906 THIS BUILDING WAS REBUILT AS NEAR TO ITS
KV4425'ORIGINAL STATE AS POSSIBLE, BUT A CIRCULAR SHEET-IRON VENTILATOR
KV4425'3-1/2 FEET IN DIAMETER AND 3 FEET HIGH WAS BUILT IN CENTER OF
KV4425'TOWER MAKING IT USELESS FOR OBSERVING PURPOSES.
KV4425'
KV4425'REACHED BY ELIZABETHPORT TROLLEY FROM ST. GEORGE TO SAILORS
KV4425'SNUG HARBOR.
KV4425
KV4425                          STATION RECOVERY (1931)
KV4425
KV4425'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1931 (RWW)
KV4425'STATION RECOVERED AS DESCRIBED IN ORIGINAL DESCRIPTION, IN
KV4425'GOOD CONDITION.
KV4425'
KV4425'A COMPLETER DESCRIPTION FOLLOWS--THIS STATION IS ON THE STATEN
KV4425'ISLAND SIDE OF KILL VAN KULL, IN THE GROUNDS OF SAILORS SNUG
KV4425'HARBOR SW OF THE INTERSECTION OF RICHMOND TERRACE AND TYSON STREET,
KV4425'ATOP THE SNUG HARBOR CHURCH, A WHITE, BRICK BUILDING SURMOUNTED BY
KV4425'A PROMINENT LARGE COPPERED DOME HAVING 8 CIRCULAR WINDOWS AROUND
KV4425'ITS BASE.  AT THE DOME-APEX IS AN OPEN CUPOLA, ITS SMALL DOME
KV4425'ROOF SUPPORTED BY 8 COLUMNS.  THE STATION IS THE GILT CROSS AT
KV4425'THE CUPOLA-APEX.
KV4425'
KV4425'STATION IS THE BASE OF THE CROSS, APPROXIMATELY 100 FEET
KV4425'ABOVE GROUND.
KV4425'
KV4425'THIS STATION WAS NOT OCCUPIED.
KV4425
KV4425                          STATION RECOVERY (1932)
KV4425
KV4425'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1932 (RWW)
KV4425'TO THE 1931 RECOVERY NOTE THE FOLLOWING SHOULD BE ADDED--
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KV4425'
KV4425'TWO GROUND REFERENCE MONUMENTS, PLACED WITH PRIMARY ACCURACY
KV4425'BY THE BOROUGH ENGINEER IMMEDIATELY AFTER THE 1903-08 SURVEY, WERE
KV4425'RECOVERED IN GOOD CONDITION.  ONE OF THESE MONUMENTS IS LOCATED IN
KV4425'THE CENTER OF HENDERSON AVENUE DIRECTLY OPPOSITE THE CENTER OF
KV4425'THE GATEWAY (MARKED BY TWO LARGE STONE GATE POSTS), S OF SNUG
KV4425'HARBOR CHURCH.  THIS MONUMENT IS MARKED BY A BRASS PLUG SET IN A
KV4425'MARBLE MONUMENT 10 INCHES BELOW THE STREET LEVEL, AND COVERED
KV4425'BY AN IRON CITY MONUMENT COVER-PLATE.  THE OTHER MONUMENT IS
KV4425'BELOW THE CONCRETE SIDEWALK ON THE S SIDE OF HENDERSON AVENUE
KV4425'912.433 FEET EASTWARD OF THE FORMER.  IT IS A MARBLE MONUMENT 12
KV4425'INCHES BELOW THE SIDEWALK LEVEL AND COVERED BY AN IRON CITY
KV4425'MONUMENT COVER-PLATE.
KV4425'
KV4425'FOR REFERENCE SKETCH-DATA SEE BOOK 90 -- PAGES 82, 83, 84,
KV4425'85.  BOOK 208 -- PAGE 71 AT THE BOROUGH ENGINEERS OFFICE.
KV4425
KV4425                          STATION RECOVERY (1934)
KV4425
KV4425'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1934 (IER)
KV4425'THIS STATION RECOVERED IN GOOD CONDITION AND ORIGINAL DESCRIPTION
KV4425'IS FULLY ADEQUATE.

*** retrieval complete.
Elapsed Time = 00:00:02
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# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

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PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST 10, 2012
 KV4663 ***********************************************************************
 KV4663  DESIGNATION -  BAYONNE
 KV4663  PID         -  KV4663
 KV4663  STATE/COUNTY-  NJ/HUDSON
 KV4663  COUNTRY     -  US
 KV4663  USGS QUAD   -  ELIZABETH (1995)
 KV4663
 KV4663                        *CURRENT SURVEY CONTROL
 KV4663  ______________________________________________________________________
 KV4663* NAD 83(1996) POSITION- 40 38 45.04095(N) 074 08 10.00215(W)   ADJUSTED
 KV4663* NAVD 88 ORTHO HEIGHT -     2.     (meters)       7.    (feet) SCALED
 KV4663  ______________________________________________________________________
 KV4663  GEOID HEIGHT    -        -32.23  (meters)                     GEOID12
 KV4663  LAPLACE CORR    -          5.29  (seconds)                    DEFLEC09
 KV4663  HORZ ORDER      -  THIRD
 KV4663
 KV4663.The horizontal coordinates were established by classical geodetic methods
 KV4663.and adjusted by the National Geodetic Survey in September 1999.
 KV4663.
 KV4663.The orthometric height was scaled from a topographic map.
 KV4663
 KV4663.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4663
 KV4663. The following values were computed from the NAD 83(1996) position.
 KV4663
 KV4663;                    North         East     Units Scale Factor Converg.
 KV4663;SPC NJ       -   201,286.040   180,776.050   MT  0.99991165   +0 14 13.3
 KV4663;SPC NJ       -   660,385.95    593,096.09   sFT  0.99991165   +0 14 13.3
 KV4663;SPC NY L     -    53,219.517   288,487.129   MT  1.00000122   -0 05 20.5
 KV4663;SPC NY L     -   174,604.37    946,478.19   sFT  1.00000122   -0 05 20.5
 KV4663;UTM  18      - 4,499,802.377   573,042.250   MT  0.99966567   +0 33 45.9
 KV4663
 KV4663!             -  Elev Factor  x  Scale Factor =   Combined Factor
 KV4663!SPC NJ       -   1.00000479  x   0.99991165  =   0.99991644
 KV4663!SPC NY L     -   1.00000479  x   1.00000122  =   1.00000601
 KV4663!UTM  18      -   1.00000479  x   0.99966567  =   0.99967046
 KV4663
 KV4663:                Primary Azimuth Mark                    Grid Az
 KV4663:SPC NJ       -  BERGEN PT LH 1903                      252 08 48.1
 KV4663:SPC NY L     -  BERGEN PT LH 1903                      252 28 21.9
 KV4663:UTM  18      -  BERGEN PT LH 1903                      251 49 15.5
 KV4663
 KV4663|-----------------------------------------------------------------------|
 KV4663| PID    Reference Object                     Distance      Geod. Az  |
 KV4663|                                                           dddmmss.s |
 KV4663| KV4694 LA TOURETTE FLAGPOLE                APPROX. 0.6 KM 0932200.8 |
 KV4663| KV4814 WEST BRIGHTON SCHOOLHOUSE 20        APPROX. 1.1 KM 1601348.8 |
 KV4663| KV4797 CITY                                479.191 METERS 1713200.5 |
 KV4663| KV4798 PORT RICHMOND ST MARY CATH CH       APPROX. 0.7 KM 1880923.2 |
 KV4663| KV4665 BERGEN PT LH 1903                   APPROX. 1.1 KM 2522301.4 |
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KV4663| CB5678 BAYONNE RM 1                          12.146 METERS 26804     |
KV4663|-----------------------------------------------------------------------|
KV4663
KV4663                          SUPERSEDED SURVEY CONTROL
KV4663
KV4663  NAD 83(1986)-  40 38 45.04005(N)    074 08 10.00200(W) AD(       ) 3
KV4663  NAD 27      -  40 38 44.66600(N)    074 08 11.49500(W) AD(       ) 3
KV4663  USSD        -  40 38 45.04300(N)    074 08 11.38600(W) AD(       ) 3
KV4663
KV4663.Superseded values are not recommended for survey control.
KV4663
KV4663.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
KV4663.See file dsdata.txt to determine how the superseded data were derived.
KV4663
KV4663_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7304299802(NAD 83)
KV4663
KV4663_MARKER: DS = TRIANGULATION STATION DISK
KV4663_SETTING: 4 = OBJECT SURROUNDED BY MASS OF CONCRETE
KV4663_SP_SET: IN CONCRETE IN A CLAY TILE PIPE
KV4663
KV4663  HISTORY     - Date     Condition        Report By
KV4663  HISTORY     - 1913     MONUMENTED       CGS
KV4663  HISTORY     - 1931     MARK NOT FOUND   CGS
KV4663  HISTORY     - 19940901 MARK NOT FOUND   USPSQD
KV4663
KV4663                          STATION DESCRIPTION
KV4663
KV4663'DESCRIBED BY COAST AND GEODETIC SURVEY 1913 (SF)
KV4663'ON THE KILL VAN KULL SHORE OF THE CITY OF BAYONNE, 5 METERS
KV4663'INSIDE OF THE DOCK LINE AND S OF THE NE CORNER OF FIRST STREET
KV4663'AND TRASK AVENUE.  IT IS ON THE PROPERTY OF HENRY STEERS, WHOSE
KV4663'NUT AND BOLT MILL OCCUPIES THE SQUARE BETWEEN TRASK AND
KV4663'HUMPHREY AVENUES AND N OF FIRST STREET.  THE STATION IS ALSO 14
KV4663'METERS E OF A BOATHOUSE AND ABOUT 60 METERS W OF THE LONG DOCK
KV4663'AT THE FOOT OF HUMPHREY AVENUE.  A STANDARD BRASS DISK, SET IN
KV4663'THE TOP OF A PIECE OF 4-INCH TERRA-COTTA TILE PIPE FILLED WITH
KV4663'CEMENT AND SUNK TO THE GROUND LEVEL, MARKS THE STATION.  THE
KV4663'NECK OF A BURIED BOTTLE, SURROUNDED BY CONCRETE AND DIRECTLY
KV4663'UNDER THE CENTER SERVES AS A SUBSURFACE MARK.  TWO
KV4663'REFERENCE MARKS, EACH A COPPER NAIL IN THE TOP SURFACE OF A
KV4663'CYLINDER OF CONCRETE CONTAINED IN A PIECE OF 3-INCH TILE
KV4663'PIPE, ARE PLACED RESPECTIVELY 39.85 FEET W BY N, AND 38.60
KV4663'FEET NE 1/2 N FROM STATION.
KV4663
KV4663                          STATION RECOVERY (1931)
KV4663
KV4663'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1931 (RWW)
KV4663'STATION LOST.
KV4663
KV4663                          STATION RECOVERY (1994)
KV4663
KV4663'RECOVERY NOTE BY US POWER SQUADRON 1994
KV4663'MARK NOT FOUND.

*** retrieval complete.
Elapsed Time = 00:00:02
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WEST

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST  9, 2012
 KV4665 ***********************************************************************
 KV4665  DESIGNATION -  BERGEN PT LH 1903
 KV4665  PID         -  KV4665
 KV4665  STATE/COUNTY-  NJ/HUDSON
 KV4665  COUNTRY     -  US
 KV4665  USGS QUAD   -  ELIZABETH (1995)
 KV4665
 KV4665                        *CURRENT SURVEY CONTROL
 KV4665  ______________________________________________________________________
 KV4665* NAD 83(1996) POSITION- 40 38 34.63430(N) 074 08 53.01830(W)   ADJUSTED
 KV4665* NAVD 88 ORTHO HEIGHT -    -0.     (meters)      -0.    (feet) SCALED
 KV4665  ______________________________________________________________________
 KV4665  GEOID HEIGHT    -        -32.26  (meters)                     GEOID12
 KV4665  LAPLACE CORR    -          5.34  (seconds)                    DEFLEC09
 KV4665  HORZ ORDER      -  SECOND
 KV4665
 KV4665.The horizontal coordinates were established by classical geodetic methods
 KV4665.and adjusted by the National Geodetic Survey in September 1999.
 KV4665.
 KV4665.The orthometric height was scaled from a topographic map.
 KV4665
 KV4665.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4665
 KV4665. The following values were computed from the NAD 83(1996) position.
 KV4665
 KV4665;                    North         East     Units Scale Factor Converg.
 KV4665;SPC NJ       -   200,960.951   179,766.745   MT  0.99991090   +0 13 45.2
 KV4665;SPC NJ       -   659,319.39    589,784.73   sFT  0.99991090   +0 13 45.2
 KV4665;SPC NY L     -    52,900.149   287,475.900   MT  1.00000140   -0 05 48.6
 KV4665;SPC NY L     -   173,556.57    943,160.52   sFT  1.00000140   -0 05 48.6
 KV4665;UTM  18      - 4,499,471.637   572,035.058   MT  0.99966387   +0 33 17.7
 KV4665
 KV4665!             -  Elev Factor  x  Scale Factor =   Combined Factor
 KV4665!SPC NJ       -   1.00000511  x   0.99991090  =   0.99991601
 KV4665!SPC NY L     -   1.00000511  x   1.00000140  =   1.00000651
 KV4665!UTM  18      -   1.00000511  x   0.99966387  =   0.99966898
 KV4665
 KV4665:                 Primary Azimuth Mark                    Grid Az
 KV4665:SPC NJ       -  SUMMERFIELD CHURCH 2 1908                227 07 09.3
 KV4665:SPC NY L     -  SUMMERFIELD CHURCH 2 1908                227 26 43.1
 KV4665:UTM  18      -  SUMMERFIELD CHURCH 2 1908                226 47 36.8
 KV4665
 KV4665|-----------------------------------------------------------------------|
 KV4665| PID    Reference Object                     Distance      Geod. Az  |
 KV4665|                                                           dddmmss.s |
 KV4665| KV4710 BERGEN POINT TEXAS OIL CHIMNEY      APPROX. 0.6 KM 0300934.3 |
 KV4665| KV4716 NEWARK BAY PALE CHIMNEY             APPROX. 1.1 KM 0331215.1 |
 KV4665| KV4662 BAYONNE GENERAL CABLE CHIMNEY       APPROX. 0.6 KM 0574045.4 |
 KV4665| KV4664 BAYONNE GENERAL CABLE TANK          APPROX. 0.5 KM 0582909.7 |
 KV4665| KV4671 BAYONNE ST ANDREW CH W STEEPLE      APPROX. 1.8 KM 0645802.0 |
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KV4665| KV4670 BAYONNE ST ANDREW CH E STEEPLE      APPROX. 1.8 KM 0650907.8 |
KV4665| KV4245 BAYONNE BABCOCK WILCOX W TANK       APPROX. 2.2 KM 0730441.6 |
KV4665| KV4247 BAYONNE BABCOCK WILCOX E TANK       APPROX. 2.3 KM 0741628.6 |
KV4665| KV4248 BAYONNE BABCOCK WILCOX CHIM 1       APPROX. 2.3 KM 0750412.8 |
KV4665| KV4421 LIVINGSTON ASSOC G E E CHIM         APPROX. 3.3 KM 0852242.3 |
KV4665| KV4420 LIVINGSTON ASSOC G E W CHIM         APPROX. 3.3 KM 0852728.4 |
KV4665| KV4419 LIVINGSTON ASSOC G E STKY CHIM      APPROX. 3.2 KM 0853222.6 |
KV4665| KV4424 SNUG HARBOR SAILORS HOME TANK       APPROX. 3.7 KM 0920259.4 |
KV4665| KV4804 MILL                                499.921 METERS 1834237.5 |
KV4665| KV4807 SUMMERFIELD CHURCH 2 1908           APPROX. 1.4 KM 2272054.5 |
KV4665| KV4808 MARINERS HBR VANDAM WHSE CHIM       APPROX. 1.1 KM 2374638.1 |
KV4665| KV4701 LINDEN STAND OIL ACID PLT CHIM      APPROX. 5.4 KM 2494757.1 |
KV4665| KV4792 DOWNEY SHIPYARDS TANK               APPROX. 2.3 KM 2530927.1 |
KV4665| KV4793 PORT IVORY PG SOAP WKS N CHIM       APPROX. 2.8 KM 2593512.0 |
KV4665| KV4752 ELIZABETH HITCHINGS CO CHIMNEY      APPROX. 5.4 KM 3102000.0 |
KV4665| KV4748 ELIZABETH H V WALKER TALL TANK      APPROX. 5.1 KM 3123554.5 |
KV4665| KV4768 ELIZABETH INLAND TALL CHIMNEY       APPROX. 6.6 KM 3135347.7 |
KV4665| KV4766 ELIZABETH PJ SCHWEITZER CHIM        APPROX. 6.8 KM 3165146.5 |
KV4665| KV4761 NEWARK UNITED COLOR CHIM            APPROX. 6.7 KM 3215604.1 |
KV4665|-----------------------------------------------------------------------|
KV4665
KV4665                          SUPERSEDED SURVEY CONTROL
KV4665
KV4665  NAD 83(1996)-  40 38 34.63430(N)    074 08 53.01831(W) AD(       ) 2
KV4665  NAD 83(1986)-  40 38 34.63329(N)    074 08 53.01771(W) AD(       ) 2
KV4665  NAD 27      -  40 38 34.26100(N)    074 08 54.50200(W) AD(       ) 2
KV4665  USSD        -  40 38 34.63600(N)    074 08 54.40000(W) AD(       ) 3
KV4665
KV4665.Superseded values are not recommended for survey control.
KV4665
KV4665.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
KV4665.See file dsdata.txt to determine how the superseded data were derived.
KV4665
KV4665_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7203599471(NAD 83)
KV4665
KV4665_MARKER: 13 = LIGHTHOUSE
KV4665
KV4665  HISTORY     - Date     Condition        Report By
KV4665  HISTORY     - 1903     FIRST OBSERVED   CGS
KV4665  HISTORY     - 1913     GOOD             CGS
KV4665  HISTORY     - 1931     GOOD             CGS
KV4665  HISTORY     - 1934     GOOD             CGS
KV4665  HISTORY     - 19940901 MARK NOT FOUND   USPSQD
KV4665
KV4665                          STATION DESCRIPTION
KV4665
KV4665'DESCRIBED BY COAST AND GEODETIC SURVEY 1903 (ATM)
KV4665'THIS STATION IS THE VANE ROD ON BERGEN POINT LIGHTHOUSE, SITUATED
KV4665'IN MARINERS HARBOR, BOROUGH OF RICHMOND, NEW YORK CITY, N.Y.
KV4665'
KV4665'THE ECCENTRIC STATION WAS ESTABLISHED ON THE SQUARE IRON
KV4665'PLATFORM SURROUNDING THE LANTERN.  IT WAS MEASURED FROM VANE ROD
KV4665'TO ECCENTRIC.
KV4665'
KV4665'REACHED BY ELIZABETHPORT TROLLEY TO MARINERS HARBOR.  THENCE BY
KV4665'BOAT TO STATION.
KV4665
KV4665                          STATION RECOVERY (1913)
KV4665
KV4665'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1913
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KV4665'ON A REEF IN ENTRANCE TO NEWARK BAY FROM KILL VAN KULL.  IT IS
KV4665'ABOUT 1/4 MILE SW OF BERGEN POINT AND IS A GRAY GRANITE TOWER IN
KV4665'THE SE ANGLE OF A WHITE WOODEN DWELLING.  THE LANTERN IS 46 FEET
KV4665'ABOVE HIGH WATER.  THE ECCENTRIC POINT OCCUPIED IN 1913 IS MARKED
KV4665'BY A CROSS CUT IN THE IRON PLATFORM NEAR ITS S CORNER, AND IS
KV4665'7.07 FEET FROM THE CENTER.
KV4665
KV4665                          STATION RECOVERY (1931)
KV4665
KV4665'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1931 (RWW)
KV4665'RECOVERED IN GOOD CONDITION AS ORIGINALLY DESCRIBED.  A COMPLETE
KV4665'DESCRIPTION FOLLOWS--
KV4665'
KV4665'THE LIGHTHOUSE IS LOCATED MIDWAY OF SHOOTERS ISLAND AND THE SW
KV4665'TIP OF THE BAYONNE PENINSULA.  THE SQUARE, STONE TOWER
KV4665'(ECCENTRICALLY PLACED), AND THE KEEPERS LARGER WOODEN HOUSE
KV4665'OCCUPY A CIRCULAR CONCRETE BASE, FROM WHICH A ROCK-FILL AND SMALL
KV4665'DOCK PROJECTS TO THE WESTWARD.  THE STONE TOWER, CAPPED BY A
KV4665'SQUARE BLACK, IRON PLATFORM (4.16 BY 4.16 METERS), IS SURMOUNTED
KV4665'BY THE USUAL BLACK, IRON AND GLASS CUPOLA (10 SIDED).
KV4665'
KV4665'STATION IS MARKED BY VANE ROD RISING CENTRALLY FROM THE BALL-APEX
KV4665'OF THE LIGHT-CUPOLAS CONICAL ROOF.  NO REFERENCE MARKS WERE PLACED.
KV4665'
KV4665'THERE IS SUFFICIENT ROOM AND GOOD FOOTING FOR ECCENTRIC TRIPOD
KV4665'SET-UPS ON THE SQUARE IRON PLATFORM OUTSIDE THE CUPOLA.  AN
KV4665'OBSERVERS PLATFORM IS NOT NECESSARY, BUT CARE SHOULD BE TAKEN TO
KV4665'AVOID THE UNSTABLE OUTER RIM OF THE TOWER PLATFORM.
KV4665
KV4665                          STATION RECOVERY (1934)
KV4665
KV4665'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1934 (IER)
KV4665'STATION RECOVERED AS DESCRIBED, IN GOOD CONDITION.
KV4665
KV4665                          STATION RECOVERY (1994)
KV4665
KV4665'RECOVERY NOTE BY US POWER SQUADRON 1994
KV4665'MARK NOT FOUND.

*** retrieval complete.
Elapsed Time = 00:00:02
```

N DATK

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST  9, 2012
 KV4691 ***********************************************************************
 KV4691  DESIGNATION -  CABLE AND WIRE CO CHIMNEY
 KV4691  PID         -  KV4691
 KV4691  STATE/COUNTY-  NJ/HUDSON
 KV4691  COUNTRY     -  US
 KV4691  USGS QUAD   -  ELIZABETH (1995)
 KV4691
 KV4691                         *CURRENT SURVEY CONTROL
 KV4691  ______________________________________________________________________
 KV4691* NAD 83(1996) POSITION- 40 38 44.96018(N) 074 08 30.29398(W)   ADJUSTED
 KV4691* NAVD 88 ORTHO HEIGHT -          **(meters)           **(feet)
 KV4691  ______________________________________________________________________
 KV4691  LAPLACE CORR    -          5.34  (seconds)                    DEFLEC09
 KV4691  GEOID HEIGHT    -        -32.24  (meters)                     GEOID12
 KV4691  HORZ ORDER      -  THIRD
 KV4691
 KV4691.The horizontal coordinates were established by classical geodetic methods
 KV4691.and adjusted by the National Geodetic Survey in September 1999.
 KV4691.
 KV4691.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4691
 KV4691. The following values were computed from the NAD 83(1996) position.
 KV4691
 KV4691;                    North         East     Units Scale Factor Converg.
 KV4691;SPC NJ       -   201,281.592   180,299.339   MT  0.99991130   +0 14 00.1
 KV4691;SPC NJ       -   660,371.36    591,532.08   sFT  0.99991130   +0 14 00.1
 KV4691;SPC NY L     -    53,217.782   288,010.358   MT  1.00000122   -0 05 33.8
 KV4691;SPC NY L     -   174,598.67    944,913.98   sFT  1.00000122   -0 05 33.8
 KV4691;UTM  18      - 4,499,795.220   572,565.690   MT  0.99966481   +0 33 32.7
 KV4691
 KV4691                          SUPERSEDED SURVEY CONTROL
 KV4691
 KV4691  NAD 83(1996)-  40 38 44.96018(N)    074 08 30.29399(W) AD(       ) 3
 KV4691  NAD 83(1986)-  40 38 44.95918(N)    074 08 30.29362(W) AD(       ) 3
 KV4691  NAD 27      -  40 38 44.59000(N)    074 08 31.78000(W) AD(       ) 3
 KV4691  USSD        -  40 38 44.96000(N)    074 08 31.68000(W) AD(       ) 3
 KV4691
 KV4691.Superseded values are not recommended for survey control.
 KV4691
 KV4691.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
 KV4691.See file dsdata.txt to determine how the superseded data were derived.
 KV4691
 KV4691_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7256599795(NAD 83)
 KV4691
 KV4691_MARKER: 85 = CHIMNEY
 KV4691
 KV4691  HISTORY     - Date     Condition        Report By
 KV4691  HISTORY     - 1913     FIRST OBSERVED   CGS
 KV4691  HISTORY     - 19940901 MARK NOT FOUND   USPSQD
 KV4691
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```
KV4691                          STATION DESCRIPTION
KV4691
KV4691'NO DESCRIPTIVE TEXT AVAILABLE.

*** retrieval complete.
Elapsed Time = 00:00:02
```

NORTH

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST 10, 2012
 KV4694 ***********************************************************************
 KV4694  DESIGNATION -  LA TOURETTE FLAGPOLE
 KV4694  PID         -  KV4694
 KV4694  STATE/COUNTY-  NJ/HUDSON
 KV4694  COUNTRY     -  US
 KV4694  USGS QUAD   -  ELIZABETH (1995)
 KV4694
 KV4694                          *CURRENT SURVEY CONTROL
 KV4694  ___________________________________________________________________
 KV4694* NAD 83(1996) POSITION- 40 38 43.87746(N) 074 07 44.05619(W)   ADJUSTED
 KV4694* NAVD 88 ORTHO HEIGHT -          **(meters)           **(feet)
 KV4694  ___________________________________________________________________
 KV4694  LAPLACE CORR    -          5.27  (seconds)                    DEFLEC09
 KV4694  GEOID HEIGHT    -        -32.21  (meters)                     GEOID12
 KV4694  HORZ ORDER      -  THIRD
 KV4694
 KV4694.The horizontal coordinates were established by classical geodetic methods
 KV4694.and adjusted by the National Geodetic Survey in September 1999.
 KV4694.
 KV4694.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4694
 KV4694. The following values were computed from the NAD 83(1996) position.
 KV4694
 KV4694;                     North         East     Units Scale Factor Converg.
 KV4694;SPC NJ       -   201,252.700   181,385.757   MT  0.99991212   +0 14 30.2
 KV4694;SPC NJ       -   660,276.57    595,096.44   sFT  0.99991212   +0 14 30.2
 KV4694;SPC NY L     -    53,182.706   289,096.691   MT  1.00000124   -0 05 03.5
 KV4694;SPC NY L     -   174,483.59    948,478.06   sFT  1.00000124   -0 05 03.5
 KV4694;UTM  18      - 4,499,772.511   573,651.987   MT  0.99966677   +0 34 02.8
 KV4694
 KV4694                          SUPERSEDED SURVEY CONTROL
 KV4694
 KV4694  NAD 83(1996)-  40 38 43.87747(N)    074 07 44.05620(W) AD(       ) 3
 KV4694  NAD 83(1986)-  40 38 43.87669(N)    074 07 44.05621(W) AD(       ) 3
 KV4694  NAD 27      -  40 38 43.50000(N)    074 07 45.56000(W) AD(       ) 3
 KV4694  USSD        -  40 38 43.88000(N)    074 07 45.44000(W) AD(       ) 3
 KV4694
 KV4694.Superseded values are not recommended for survey control.
 KV4694
 KV4694.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
 KV4694.See file dsdata.txt to determine how the superseded data were derived.
 KV4694
 KV4694_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7365199772(NAD 83)
 KV4694
 KV4694_MARKER: 62 = FLAGPOLE
 KV4694
 KV4694  HISTORY     - Date     Condition        Report By
 KV4694  HISTORY     - 1913     FIRST OBSERVED   CGS
 KV4694  HISTORY     - 19940901 MARK NOT FOUND   USPSQD
 KV4694
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KV4694                          STATION DESCRIPTION
KV4694
KV4694'NO DESCRIPTIVE TEXT AVAILABLE.

*** retrieval complete.
Elapsed Time = 00:00:02
```

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST  9, 2012
 KV4710 ***********************************************************************
 KV4710  DESIGNATION -  BERGEN POINT TEXAS OIL CHIMNEY
 KV4710  PID         -  KV4710
 KV4710  STATE/COUNTY-  NJ/HUDSON
 KV4710  COUNTRY     -  US
 KV4710  USGS QUAD   -  ELIZABETH (1995)
 KV4710
 KV4710                        *CURRENT SURVEY CONTROL
 KV4710  ______________________________________________________________________
 KV4710* NAD 83(1996) POSITION- 40 38 52.55310(N) 074 08 39.34810(W)   ADJUSTED
 KV4710* NAVD 88 ORTHO HEIGHT -          **(meters)           **(feet)
 KV4710  ______________________________________________________________________
 KV4710  LAPLACE CORR    -          5.42  (seconds)                    DEFLEC09
 KV4710  GEOID HEIGHT    -        -32.25  (meters)                     GEOID12
 KV4710  HORZ ORDER      -  THIRD
 KV4710
 KV4710.The horizontal coordinates were established by classical geodetic methods
 KV4710.and adjusted by the National Geodetic Survey in September 1999.
 KV4710.
 KV4710.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4710
 KV4710. The following values were computed from the NAD 83(1996) position.
 KV4710
 KV4710;                    North         East     Units Scale Factor Converg.
 KV4710;SPC NJ       -   201,514.920   180,085.681   MT  0.99991114   +0 13 54.2
 KV4710;SPC NJ       -   661,136.87    590,831.11   sFT  0.99991114   +0 13 54.2
 KV4710;SPC NY L     -    53,452.344   287,798.012   MT  1.00000109   -0 05 39.7
 KV4710;SPC NY L     -   175,368.23    944,217.31   sFT  1.00000109   -0 05 39.7
 KV4710;UTM  18      - 4,500,027.273   572,350.762   MT  0.99966443   +0 33 26.9
 KV4710
 KV4710                          SUPERSEDED SURVEY CONTROL
 KV4710
 KV4710  NAD 83(1996)-  40 38 52.55309(N)    074 08 39.34812(W) AD(       ) 3
 KV4710  NAD 83(1986)-  40 38 52.55198(N)    074 08 39.34780(W) AD(       ) 3
 KV4710  NAD 27      -  40 38 52.17800(N)    074 08 40.83400(W) AD(       ) 3
 KV4710  USSD        -  40 38 52.56000(N)    074 08 40.72000(W) AD(       ) 3
 KV4710
 KV4710.Superseded values are not recommended for survey control.
 KV4710
 KV4710.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
 KV4710.See file dsdata.txt to determine how the superseded data were derived.
 KV4710
 KV4710_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWL7235000027(NAD 83)
 KV4710
 KV4710_MARKER: 85 = CHIMNEY
 KV4710
 KV4710  HISTORY     - Date     Condition        Report By
 KV4710  HISTORY     - 1913     FIRST OBSERVED   CGS
 KV4710  HISTORY     - 1931     GOOD             CGS
 KV4710  HISTORY     - 1932     GOOD             CGS
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KV4710  HISTORY     - 19940901 MARK NOT FOUND   USPSQD
KV4710
KV4710                          STATION DESCRIPTION
KV4710
KV4710'DESCRIBED BY COAST AND GEODETIC SURVEY 1931 (RWW)
KV4710'STATION RECOVERED IN GOOD CONDITION, NO DESCRIPTION AVAILABLE.
KV4710'
KV4710'THE FAIRLY PROMINENT CHIMNEY ON THE E SHORE OF NEWARK BAY, ON THE
KV4710'SW EXTREMITY OF BERGEN POINT, APPROXIMATELY 400 YARDS NW OF THE
KV4710'BAYONNE BRIDGE, AT AVENUE A AND W 1ST STREET, IN THE PLANT OF THE
KV4710'TEXAS OIL COMPANY, RISING AT THE E SIDE OF THE POWER HOUSE.  IT
KV4710'IS AN ORDINARY TYPE, ROUND, RED BRICK CHIMNEY, HAVING THE TEXAS
KV4710'CO. INLAID WITH BLACK BRICK ON ITS SIDE.
KV4710'
KV4710'THE STATION IS THE CHIMNEY TOP, APPROXIMATELY 150 FEET ABOVE
KV4710'GROUND.
KV4710
KV4710                          STATION RECOVERY (1932)
KV4710
KV4710'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1932 (RWW)
KV4710'STATION RECOVERED IN GOOD CONDITION.
KV4710'
KV4710'THIS STATION IS ON THE SOUTHERN END OF THE BAYONNE PENINSULA,
KV4710'IN THE CITY OF BAYONNE, ON THE PROPERTY OF THE TEXAS OIL COMPANY,
KV4710'SITUATED ON THE S SIDE OF FIRST STREET AT THE FOOT OF AVENUE A.  IT
KV4710'IS THE YELLOW BRICK CHIMNEY RISING FROM THE GROUND JUST E OF THE
KV4710'FLAT-ROOFED CONCRETE BUILDING KNOWN AS POWER HOUSE NO.8.  THE
KV4710'STATION IS THE CHIMENYS TOP CENTER, APPROXIMATELY 150 FEET ABOVE
KV4710'GROUND.  NO REFERENCE MEASUREMENTS WERE TAKEN.
KV4710
KV4710                          STATION RECOVERY (1994)
KV4710
KV4710'RECOVERY NOTE BY US POWER SQUADRON 1994
KV4710'MARK NOT FOUND.

*** retrieval complete.
Elapsed Time = 00:00:06
```

NORTH

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST 10, 2012
 KV4722 ***********************************************************************
 KV4722  DESIGNATION -  NUT AND BOLT CO CHIMNEY
 KV4722  PID         -  KV4722
 KV4722  STATE/COUNTY-  NJ/HUDSON
 KV4722  COUNTRY     -  US
 KV4722  USGS QUAD   -  ELIZABETH (1995)
 KV4722
 KV4722                        *CURRENT SURVEY CONTROL
 KV4722  ______________________________________________________________________
 KV4722* NAD 83(1996) POSITION- 40 38 46.68455(N) 074 08 09.87148(W)   ADJUSTED
 KV4722* NAVD 88 ORTHO HEIGHT -          **(meters)          **(feet)
 KV4722  ______________________________________________________________________
 KV4722  LAPLACE CORR    -          5.30  (seconds)                    DEFLEC09
 KV4722  GEOID HEIGHT    -        -32.23  (meters)                     GEOID12
 KV4722  HORZ ORDER      -  THIRD
 KV4722
 KV4722.The horizontal coordinates were established by classical geodetic methods
 KV4722.and adjusted by the National Geodetic Survey in September 1999.
 KV4722.
 KV4722.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4722
 KV4722. The following values were computed from the NAD 83(1996) position.
 KV4722
 KV4722;                    North         East     Units Scale Factor Converg.
 KV4722;SPC NJ       -   201,336.747   180,778.910   MT  0.99991166   +0 14 13.4
 KV4722;SPC NJ       -   660,552.31    593,105.47   sFT  0.99991166   +0 14 13.4
 KV4722;SPC NY L     -    53,270.212   288,490.278   MT  1.00000119   -0 05 20.4
 KV4722;SPC NY L     -   174,770.69    946,488.52   sFT  1.00000119   -0 05 20.4
 KV4722;UTM  18      - 4,499,853.087   573,044.822   MT  0.99966567   +0 33 46.0
 KV4722
 KV4722                          SUPERSEDED SURVEY CONTROL
 KV4722
 KV4722  NAD 83(1996)-  40 38 46.68456(N)    074 08 09.87148(W) AD(       ) 3
 KV4722  NAD 83(1986)-  40 38 46.68364(N)    074 08 09.87130(W) AD(       ) 3
 KV4722  NAD 27      -  40 38 46.31000(N)    074 08 11.36000(W) AD(       ) 3
 KV4722  USSD        -  40 38 46.69000(N)    074 08 11.26000(W) AD(       ) 3
 KV4722
 KV4722.Superseded values are not recommended for survey control.
 KV4722
 KV4722.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
 KV4722.See file dsdata.txt to determine how the superseded data were derived.
 KV4722
 KV4722_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7304499853(NAD 83)
 KV4722
 KV4722_MARKER: 85 = CHIMNEY
 KV4722
 KV4722  HISTORY     - Date     Condition        Report By
 KV4722  HISTORY     - 1913     FIRST OBSERVED   CGS
 KV4722  HISTORY     - 19940901 MARK NOT FOUND   USPSQD
 KV4722
```

```
KV4722                          STATION DESCRIPTION
KV4722
KV4722'NO DESCRIPTIVE TEXT AVAILABLE.

*** retrieval complete.
Elapsed Time = 00:00:01
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SOUT 14

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST  9, 2012
 KV4797 ***********************************************************************
 KV4797  DESIGNATION -  CITY
 KV4797  PID         -  KV4797
 KV4797  STATE/COUNTY-  NY/RICHMOND
 KV4797  COUNTRY     -  US
 KV4797  USGS QUAD   -  ELIZABETH (1995)
 KV4797
 KV4797                          *CURRENT SURVEY CONTROL
 KV4797  ______________________________________________________________________
 KV4797* NAD 83(1996) POSITION- 40 38 29.67548(N) 074 08 06.99955(W)   ADJUSTED
 KV4797* NAVD 88 ORTHO HEIGHT -     1.     (meters)       3.    (feet) SCALED
 KV4797  ______________________________________________________________________
 KV4797  GEOID HEIGHT    -        -32.23  (meters)                     GEOID12
 KV4797  LAPLACE CORR    -          5.21  (seconds)                    DEFLEC09
 KV4797  HORZ ORDER      -  THIRD
 KV4797
 KV4797.The horizontal coordinates were established by classical geodetic methods
 KV4797.and adjusted by the National Geodetic Survey in January 1999.
 KV4797.
 KV4797.The orthometric height was scaled from a topographic map.
 KV4797
 KV4797.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4797
 KV4797. The following values were computed from the NAD 83(1996) position.
 KV4797
 KV4797;                    North         East     Units Scale Factor Converg.
 KV4797;SPC NJ       -   200,812.408   180,848.556   MT  0.99991171   +0 14 15.2
 KV4797;SPC NJ       -   658,832.04    593,333.97   sFT  0.99991171   +0 14 15.2
 KV4797;SPC NY L     -    52,745.439   288,556.945   MT  1.00000149   -0 05 18.5
 KV4797;SPC NY L     -   173,048.99    946,707.24   sFT  1.00000149   -0 05 18.5
 KV4797;UTM  18      - 4,499,329.282   573,117.429   MT  0.99966580   +0 33 47.7
 KV4797
 KV4797!             -  Elev Factor  x  Scale Factor =   Combined Factor
 KV4797!SPC NJ       -   1.00000495  x   0.99991171  =   0.99991666
 KV4797!SPC NY L     -   1.00000495  x   1.00000149  =   1.00000644
 KV4797!UTM  18      -   1.00000495  x   0.99966580  =   0.99967075
 KV4797
 KV4797:                Primary Azimuth Mark                    Grid Az
 KV4797:SPC NJ       -  MILL                                    252 30 42.5
 KV4797:SPC NY L     -  MILL                                    252 50 16.2
 KV4797:UTM  18      -  MILL                                    252 11 10.0
 KV4797
 KV4797|-----------------------------------------------------------------------|
 KV4797| PID    Reference Object                     Distance      Geod. Az   |
 KV4797|                                                           dddmmss.s  |
 KV4797| CB5779 CITY RM 2                            22.159 METERS 05334      |
 KV4797| CB5778 CITY RM 1                            12.436 METERS 18532      |
 KV4797| KV4804 MILL                               APPROX. 1.2 KM 2524457.7   |
 KV4797| KV4691 CABLE AND WIRE CO CHIMNEY          APPROX. 0.7 KM 3104438.6   |
 KV4797| KV4720 NUCOA BUTTER CO STACK              APPROX. 1.2 KM 3403318.2   |
```

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KV4797| KV4663 BAYONNE                                479.191 METERS 3513202.4 |
KV4797| KV4722 NUT AND BOLT CO CHIMNEY               APPROX. 0.5 KM 3524017.3 |
KV4797|-----------------------------------------------------------------------|
KV4797
KV4797                          SUPERSEDED SURVEY CONTROL
KV4797
KV4797  NAD 83(1986)-  40 38 29.67472(N)    074 08 06.99931(W) AD(       ) 3
KV4797  NAD 27      -  40 38 29.30300(N)    074 08 08.49300(W) AD(       ) 3
KV4797  USSD        -  40 38 29.67800(N)    074 08 08.38300(W) AD(       ) 3
KV4797
KV4797.Superseded values are not recommended for survey control.
KV4797
KV4797.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
KV4797.See file dsdata.txt to determine how the superseded data were derived.
KV4797
KV4797_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7311799329(NAD 83)
KV4797
KV4797_MARKER: DS = TRIANGULATION STATION DISK
KV4797_SETTING: 4 = OBJECT SURROUNDED BY MASS OF CONCRETE
KV4797_SP_SET: IN CONCRETE IN A CLAY TILE PIPE
KV4797
KV4797  HISTORY     - Date     Condition        Report By
KV4797  HISTORY     - 1913     MONUMENTED       CGS
KV4797  HISTORY     - 1931     MARK NOT FOUND   CGS
KV4797  HISTORY     - 19940817 MARK NOT FOUND   USPSQD
KV4797
KV4797                          STATION DESCRIPTION
KV4797
KV4797'DESCRIBED BY COAST AND GEODETIC SURVEY 1913 (SF)
KV4797'ON A DOCK BELONGING TO THE CITY OF NEW YORK AND LOCATED ON THE
KV4797'N OR KILL VAN KULL SHORE OF STATEN ISLAND, AND IN PORT
KV4797'RICHMOND.  A CLUBHOUSE IS JUST W OF THE SHORE END OF THE DOCK
KV4797'AND TO THE EASTWARD THERE IS A COAL DOCK.  THE STATION IS 32
KV4797'METERS FROM THE N END OF THE CITY DOCK AND 7 METERS FROM ITS W
KV4797'SIDE, AND IS MARKED BY A C. AND G.S. STANDARD BRASS DISK SET IN
KV4797'THE TOP OF A PIECE OF 4-INCH TILE PIPE FILLED WITH CEMENT AND
KV4797'SUNK TO THE DOCK LEVEL.  THE SUBSURFACE MARK IS A BURIED
KV4797'BOTTLE SET IN CONCRETE.  TWO REFERENCE MARKS, EACH A NAIL IN
KV4797'CONCRETE CONTAINED IN A PIECE OF 3-INCH TILE PIPE AND SUNK TO
KV4797'THE GROUND LEVEL, ARE PLACED RESPECTIVELY 40.80 FEET S 15 DEG
KV4797'W AND 72.70 FEET N 63 DEG E FROM THE STATION.
KV4797
KV4797                          STATION RECOVERY (1931)
KV4797
KV4797'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1931 (RWW)
KV4797'STATION LOST.
KV4797
KV4797                          STATION RECOVERY (1994)
KV4797
KV4797'RECOVERY NOTE BY US POWER SQUADRON 1994
KV4797'MARK NOT FOUND.

*** retrieval complete.
Elapsed Time = 00:00:02
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50071

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST  9, 2012
 KV4798 ***********************************************************************
 KV4798  DESIGNATION -  PORT RICHMOND ST MARY CATH CH
 KV4798  PID         -  KV4798
 KV4798  STATE/COUNTY-  NY/RICHMOND
 KV4798  COUNTRY     -  US
 KV4798  USGS QUAD   -  ELIZABETH (1995)
 KV4798
 KV4798                         *CURRENT SURVEY CONTROL
 KV4798  ______________________________________________________________________
 KV4798* NAD 83(1996) POSITION- 40 38 23.86792(N) 074 08 13.98588(W)   ADJUSTED
 KV4798* NAVD 88 ORTHO HEIGHT -          **(meters)           **(feet)
 KV4798  ______________________________________________________________________
 KV4798  LAPLACE CORR    -          5.18  (seconds)                    DEFLEC09
 KV4798  GEOID HEIGHT    -        -32.23  (meters)                     GEOID12
 KV4798  HORZ ORDER      -  THIRD
 KV4798
 KV4798.The horizontal coordinates were established by classical geodetic methods
 KV4798.and adjusted by the National Geodetic Survey in January 1999.
 KV4798.
 KV4798.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4798
 KV4798. The following values were computed from the NAD 83(1996) position.
 KV4798
 KV4798;                    North         East     Units Scale Factor Converg.
 KV4798;SPC NJ       -   200,632.605   180,685.153   MT  0.99991159   +0 14 10.6
 KV4798;SPC NJ       -   658,242.14    592,797.87   sFT  0.99991159   +0 14 10.6
 KV4798;SPC NY L     -    52,566.552   288,392.506   MT  1.00000159   -0 05 23.1
 KV4798;SPC NY L     -   172,462.10    946,167.75   sFT  1.00000159   -0 05 23.1
 KV4798;UTM  18      - 4,499,148.596   572,955.090   MT  0.99966551   +0 33 43.0
 KV4798
 KV4798                          SUPERSEDED SURVEY CONTROL
 KV4798
 KV4798  NAD 83(1986)-  40 38 23.86714(N)    074 08 13.98556(W) AD(       ) 3
 KV4798  NAD 27      -  40 38 23.50000(N)    074 08 15.47000(W) AD(       ) 3
 KV4798  USSD        -  40 38 23.87000(N)    074 08 15.36000(W) AD(       ) 3
 KV4798
 KV4798.Superseded values are not recommended for survey control.
 KV4798
 KV4798.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
 KV4798.See file dsdata.txt to determine how the superseded data were derived.
 KV4798
 KV4798_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7295599148(NAD 83)
 KV4798
 KV4798_MARKER: 90 = CHURCH SPIRE
 KV4798
 KV4798  HISTORY     - Date     Condition        Report By
 KV4798  HISTORY     - 1913     FIRST OBSERVED   CGS
 KV4798  HISTORY     - 1932     GOOD             CGS
 KV4798  HISTORY     - 1985     GOOD             USPSQD
 KV4798  HISTORY     - 19940817 GOOD             USPSQD
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```
KV4798
KV4798                          STATION DESCRIPTION
KV4798
KV4798'DESCRIBED BY COAST AND GEODETIC SURVEY 1932 (RWW)
KV4798'RECOVERED IN GOOD CONDITION.  NO DESCRIPTION AVAILABLE.  A
KV4798'COMPLETE DESCRIPTION FOLLOWS--
KV4798'
KV4798'THIS STATION IS ON THE S SIDE OF KILL VAN KULL, IN THE VILLAGE
KV4798'OF PORT RICHMOND, ON THE S SIDE OF RICHMOND TERRACE BETWEEN SHARPE
KV4798'AND TREADWELL AVENUES ATOP THE ST. MARYS CATHOLIC CHURCH (A RED
KV4798'BRICK STRUCTURE).  IT IS THE SQUARE, SLATE-ROOFED SPIRE RISING
KV4798'FROM THE NE CORNER OF THE STRUCTURE.
KV4798'
KV4798'THE STATION IS THE SPIRE APEX, APPROXIMATELY 125 FEET ABOVE
KV4798'STREET LEVEL.  NO REFERENCE MEASUREMENTS WERE TAKEN.
KV4798
KV4798                          STATION RECOVERY (1985)
KV4798
KV4798'RECOVERY NOTE BY US POWER SQUADRON 1985 (HGG)
KV4798'STATION FOUND GOOD.
KV4798'
KV4798'DESCRIPTION ADEQUATE AND IN GOOD CONDITION.
KV4798
KV4798                          STATION RECOVERY (1994)
KV4798
KV4798'RECOVERY NOTE BY US POWER SQUADRON 1994
KV4798'RECOVERED IN GOOD CONDITION.

*** retrieval complete.
Elapsed Time = 00:00:01
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SW

# The NGS Data Sheet

**See file dsdata.txt for more information about the datasheet.**

```
PROGRAM = datasheet95, VERSION = 7.89.2
1         National Geodetic Survey,   Retrieval Date = AUGUST  9, 2012
 KV4804 ***********************************************************************
 KV4804  DESIGNATION -  MILL
 KV4804  PID         -  KV4804
 KV4804  STATE/COUNTY-  NY/RICHMOND
 KV4804  COUNTRY     -  US
 KV4804  USGS QUAD   -  ELIZABETH (1995)
 KV4804
 KV4804                        *CURRENT SURVEY CONTROL
 KV4804  ______________________________________________________________________
 KV4804* NAD 83(1996) POSITION- 40 38 18.46147(N) 074 08 54.39508(W)   ADJUSTED
 KV4804* NAVD 88 ORTHO HEIGHT -     1.     (meters)       3.    (feet) SCALED
 KV4804  ______________________________________________________________________
 KV4804  GEOID HEIGHT    -        -32.26  (meters)                     GEOID12
 KV4804  LAPLACE CORR    -          5.24  (seconds)                    DEFLEC09
 KV4804  HORZ ORDER      -  THIRD
 KV4804
 KV4804.The horizontal coordinates were established by classical geodetic methods
 KV4804.and adjusted by the National Geodetic Survey in January 1999.
 KV4804.
 KV4804.The orthometric height was scaled from a topographic map.
 KV4804
 KV4804.The Laplace correction was computed from DEFLEC09 derived deflections.
 KV4804
 KV4804. The following values were computed from the NAD 83(1996) position.
 KV4804
 KV4804;                    North         East     Units Scale Factor Converg.
 KV4804;SPC NJ       -   200,461.997   179,736.392   MT  0.99991088   +0 13 44.3
 KV4804;SPC NJ       -   657,682.40    589,685.15   sFT  0.99991088   +0 13 44.3
 KV4804;SPC NY L     -    52,401.331   287,442.705   MT  1.00000169   -0 05 49.5
 KV4804;SPC NY L     -   171,920.03    943,051.61   sFT  1.00000169   -0 05 49.5
 KV4804;UTM  18      - 4,498,972.642   572,007.549   MT  0.99966382   +0 33 16.7
 KV4804
 KV4804!             -  Elev Factor  x  Scale Factor =   Combined Factor
 KV4804!SPC NJ       -   1.00000496  x   0.99991088  =   0.99991584
 KV4804!SPC NY L     -   1.00000496  x   1.00000169  =   1.00000665
 KV4804!UTM  18      -   1.00000496  x   0.99966382  =   0.99966877
 KV4804
 KV4804:                Primary Azimuth Mark                    Grid Az
 KV4804:SPC NJ       -  BURLEE 3                                284 30 22.3
 KV4804:SPC NY L     -  BURLEE 3                                284 49 56.1
 KV4804:UTM  18      -  BURLEE 3                                284 10 49.9
 KV4804
 KV4804|----------------------------------------------------------------------|
 KV4804| PID    Reference Object                     Distance      Geod. Az  |
 KV4804|                                                           dddmmss.s |
 KV4804| KV4665 BERGEN PT LH 1903                  499.921 METERS 0034236.6 |
 KV4804| KV4720 NUCOA BUTTER CO STACK              APPROX. 1.7 KM 0243815.5 |
 KV4804| KV4691 CABLE AND WIRE CO CHIMNEY          APPROX. 1.0 KM 0344245.4 |
 KV4804| KV4722 NUT AND BOLT CO CHIMNEY            APPROX. 1.4 KM 0501347.5 |
 KV4804| KV4248 BAYONNE BABCOCK WILCOX CHIM 1      APPROX. 2.5 KM 0640356.5 |
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KV4804| KV4694 LA TOURETTE FLAGPOLE                APPROX. 1.8 KM 0643657.5 |
KV4804| KV4419 LIVINGSTON ASSOC G E STKY CHIM      APPROX. 3.4 KM 0770345.8 |
KV4804| KV4798 PORT RICHMOND ST MARY CATH CH       APPROX. 1.0 KM 0800205.6 |
KV4804| KV4814 WEST BRIGHTON SCHOOLHOUSE 20        APPROX. 1.4 KM 0980736.0 |
KV4804| CB5328 MILL RM 1                            10.473 METERS 16340      |
KV4804| KV4701 LINDEN STAND OIL ACID PLT CHIM      APPROX. 5.2 KM 2545137.1 |
KV4804| KV4793 PORT IVORY PG SOAP WKS N CHIM       APPROX. 2.7 KM 2694445.8 |
KV4804| CB5735 BURLEE 3                                           2844406.6 |
KV4804| CB5329 MILL RM 2                              9.205 METERS 35728     |
KV4804|-----------------------------------------------------------------------|
KV4804
KV4804                          SUPERSEDED SURVEY CONTROL
KV4804
KV4804  NAD 83(1986)-  40 38 18.46059(N)    074 08 54.39435(W) AD(       ) 3
KV4804  NAD 27      -  40 38 18.09100(N)    074 08 55.87800(W) AD(       ) 3
KV4804  USSD        -  40 38 18.46300(N)    074 08 55.77600(W) AD(       ) 3
KV4804
KV4804.Superseded values are not recommended for survey control.
KV4804
KV4804.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.
KV4804.See file dsdata.txt to determine how the superseded data were derived.
KV4804
KV4804_U.S. NATIONAL GRID SPATIAL ADDRESS: 18TWK7200798972(NAD 83)
KV4804
KV4804_MARKER: DS = TRIANGULATION STATION DISK
KV4804_SETTING: 7 = SET IN TOP OF CONCRETE MONUMENT
KV4804
KV4804  HISTORY     - Date     Condition        Report By
KV4804  HISTORY     - 1913     MONUMENTED       CGS
KV4804  HISTORY     - 1932     GOOD             CGS
KV4804
KV4804                          STATION DESCRIPTION
KV4804
KV4804'DESCRIBED BY COAST AND GEODETIC SURVEY 1913 (SF)
KV4804'ON THE ROOF OF THE GRINDING MILL OF THE STANDARD VARNISH COMPANY,
KV4804'N SHORE OF STATEN ISLAND AND WESTERN PART OF PORT RICHMOND.  THE
KV4804'STATION IS NEAR THE E SIDE OF THE ROOF AND ABOUT MIDWAY BETWEEN
KV4804'ITS N AND S ENDS.  IT IS MARKED BY A C. AND G.S. STANDARD BRASS
KV4804'DISK SET IN CEMENT CONTAINED IN A SQUARE WOODEN FRAME ATTACHED
KV4804'TO THE ROOF.  TWO REFERENCE MARKS, EACH IN A HOLLOW IRON POST
KV4804'ABOUT 4 FEET HIGH, ARE RESPECTIVELY 30.20 FEET NNE AND 34.36
KV4804'FEET S BY W FROM THE STATION.
KV4804
KV4804                          STATION RECOVERY (1932)
KV4804
KV4804'RECOVERY NOTE BY COAST AND GEODETIC SURVEY 1932 (RWW)
KV4804'STATION RECOVERED IN GOOD CONDITION, AS ORIGINALLY DESCRIBED.
KV4804'
KV4804'A COMPLETE DESCRIPTION FOLLOWS--
KV4804'
KV4804'THIS STATION IS ON THE S SIDE OF KILL VAN KULL IN PORT RICHMOND
KV4804'ON THE N SIDE OF RICHMOND TERRACE BETWEEN HOUSEMAN AND GRANITE
KV4804'AVENUES, ATOP THE 4-STORY, WHITE, CONCRETE, GRINDING MILL
KV4804'BUILDING OF THE STANDARD VARNISH WORKS.
KV4804'
KV4804'STATION IS MARKED BY A STANDARD C. AND G.S. BRONZE DISK SET
KV4804'IN A BLOCK OF CEMENT ON THE E SIDE OF THE FLAT ROOF.  REFERENCE
KV4804'MEASUREMENTS WERE TAKEN AS FOLLOWS--
KV4804'
KV4804'TO SE CORNER OF SKYLIGHT TO W 1.89 METERS.
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```
KV4804'
KV4804'NORMAL TO WALL OF SKYLIGHT TO W 1.76 METERS.
KV4804'
KV4804'TO NE CORNER OF SKYLIGHT TO W 4.72 METERS.
KV4804'
KV4804'TO NE CORNER OF BUILDING (INSIDE OF PARAPET WALLS) 19.47 METERS.
KV4804'
KV4804'TO SE CORNER OF BUILDING (INSIDE OF PARAPET WALLS) 19.51 METERS.
KV4804'
KV4804'NORMAL TO E PARAPET WALL OF BUILDING 1.50 METERS.
KV4804'
KV4804'THERE IS SUFFICIENT ROOM AND FAIR FOOTING ON THE TAR-GRAVEL
KV4804'ROOF FOR CENTRAL TRIPOD SET-UPS.  THERE IS A SLIGHT VIBRATION OF
KV4804'THE ROOF WHEN THE PLANT IS OPERATING, DUE TO THE HEAVY GRINDING
KV4804'MACHINERY.

*** retrieval complete.
Elapsed Time = 00:00:03
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**Attachment E**

**Proof of Right to Build (Ownership of Land)**

File No. 01-0297 RENEWAL

REVOCABLE LICENSE

THE STATE OF NEW JERSEY:

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, GREETING:

WHEREAS, the State of New Jersey owns the lands now or formerly under water hereinafter described,

AND WHEREAS, the Tidelands Resource Council is empowered under N.J.S.A. 13:1B-13 to approve licenses of lands now or formerly under tidewater;

AND WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY has applied to the Tidelands Resource Council for a renewal license to an area licensed under license issued on August 15, 2001 for the abutment of the Bayonne Bridge, in the City of Bayonne, Hudson County.

AND WHEREAS, the Tidelands Resource Council has agreed to issue said applicant a license for a period of seven (7) years, and has determined the license fee shall be TWO HUNDRED FIFTY AND 00/100 DOLLARS ($250.00) per annum.

This license, authority and privilege is to continue seven (7) years from August 15, 2005 to August 15, 2012. The annual rental is due on August 15, in advance of each rental year of the license.

All payments received 30 days after the due date shall be assessed a late fee of $25.00. All fees or partial fees which remain past due for more than 90 days after said due date shall accrue interest therefrom at the rate set by the Tidelands Resource Council, until received by the State. Additionally, if a check is returned for non-sufficient funds, a $25.00 charge will be assessed to the licensee.

It is further understood and agreed that this license or any part thereof may not be assigned or otherwise transferred to any other person or persons, except upon written consent of the Manager of the Bureau of Tidelands Management of the Department of Environmental Protection or her designee.

It is the responsibility of the licensee/s to remit the annual rental within 30 days of the due date stated above. The licensee/s may make application for a license renewal at the expiration of the said period of seven (7) years. The State of New Jersey is not bound to make any renewal of the license. If renewal is granted, it shall be at such valuation and terms fixed by the Tidelands Resource Council.

AND PROVIDED FURTHER that nothing in this instrument contained shall in any manner affect the rights of any shore owner as now existing under the Laws of the State of New Jersey.

The licensee/s shall be bound by all language in the previously issued license.

6/15/06

DATED

Richard Castagna, Acting Manager
**Bureau of Tidelands Management,**
**Land Use Regulation Program**
**Also Prepared by under N.J.S.A. 46:15-1.1(a)(6)**

STATE OF NEW JERSEY )

)

COUNTY OF MERCER )

BE IT REMEMBERED that on this 15th day of June, 2006, before me a Notary Public of New Jersey, personally appeared Richard Castagna, Manager, Bureau of Tidelands Management, Land Use Regulation Program, Department of Environmental Protection who being duly sworn on his oath depose and make proof to my satisfaction, that Richard Castagna is the Manager, Bureau of Tidelands Management, Land Use Regulation Program and he has been duly authorized by proper resolution of the Tidelands Resource Council, and he has signed this document as an act pursuant to said resolution.

Sworn to me and Subscribed
before me the date aforesaid

Mary Ann Herman

A Notary Public of New Jersey

MARY ANN HERMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 9/28/07

(This instrument has been reviewed and approved by the Office of the Attorney General.)

File No. 01-0297-T

REVOCABLE LICENSE/LEASE

THE STATE OF NEW JERSEY:

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING:

WHEREAS, the State of New Jersey owns the lands now or formerly under water hereinafter described,

AND WHEREAS, the Tidelands Resource Council in the Department of Environmental Protection is empowered under N.J.S.A. 13:1B-13 to approve licenses/leases of lands now or formerly under tidewater;

AND WHEREAS, the licensee/lessee herein represents that it is the owner of the land abutting and adjoining the said lands now or formerly under tidewater;

AND WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, has applied to the Tidelands Resource Council in the Department of Environmental Protection, for a license/lease to an area of land now or formerly under tidewater for the use and maintenance of a temporary easement for cofferdams, to work on the abutment of the Bayonne Bridge, in the Kill Van Kull, as shown on plans submitted by the applicant and located in the City of Bayonne, Hudson County, New Jersey, situate upon the lands of the State hereinafter described;

AND WHEREAS, the said Department of Environmental Protection, by a majority of the members of the Tidelands Resource Council, having due regard for the public interest, have agreed to grant said applicant a license/lease for a period of four (4) years, revocable at the pleasure of the Tidelands Resource Council of the Department of Environmental Protection as hereinafter described and have determined that the compensation or license/lease fee shall be ONE HUNDRED AND 00/100 DOLLARS ($100.00) per annum.

Prepared By:
Jo Ann Cubberley
Manager
Bureau of Tidelands Management
(N.J.S.A.46:15-1.1(a)(b)

NOW THEREFORE, the State of New Jersey acting by and through the said Tidelands Resource Council of the Department of Environmental Protection in consideration of the premises and of the terms, covenants and conditions herein contained, does hereby authorize, allow and license/lease to the said THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, to use the area of land as described above, situate upon the lands of the State now or formerly under tidewater;

This license/lease is made subject to the limitation that the licensee/lessee herein shall not improve or develop the above described lands flowed by tide nor appropriate said lands to its own exclusive use unless and until a permit, pursuant to N.J.S.A. 12:5-3, is obtained for that purpose.

This license/lease, authority and privilege is to continue four (4) years from 8/15/01 to 8/15/05 unless revoked or otherwise terminated as hereinafter provided by the said Tidelands Resource Council of the Department of Environmental Protection. The annual rental is due on Aug 15 in advance of each rental year of the license.

All payments received 30 days after the due date shall be assessed a late fee of $25.00. All fees or partial fees which remain past due for more than 90 days after said due date shall accrue interest therefrom at the rate set by the Tidelands Resource Council, until received by the State. Additionally, if a check is returned for non-sufficient funds, a $25.00 charge will be assessed to the licensee.

This license/lease is made and accepted upon the express condition that the license may be assigned or otherwise transferred by the said licensee/lessee to any other person or persons, only upon written consent of the Manager of the Bureau of Tidelands Management of the Department of Environmental Protection. Forms are available from the Bureau for this purpose.

It is distinctly understood and mutually agreed between the parties of these presents that the payment of the annual rentals or fees on the days and times appointed shall be of the essence of this contract. It is the responsibility of the licensee to remit the annual rental within 30 days of the due date stated above. The licensee/lessee may elect to make application for a license/lease renewal at the expiration of the said period of four (4) years. The State of New Jersey does not covenant and is not bound to make any renewal of the license/lease. If any such renewal is granted, it shall be at such valuation and terms as may be fixed by the said Tidelands Resource Council of the Department of Environmental Protection.

AND the said THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, as aforesaid, does hereby agree to and with the State of New Jersey, that it the said THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, will at the termination thereof, promptly quit, surrender and vacate the above described premises, and remove or cause to be removed therefrom to the satisfaction of the Tidelands Resource Council of the Department of Environmental Protection, of the State of New Jersey aforesaid, any and all structures of whatsoever nature, whether the same by above or

beneath the surface of the water, or occasioned by or through the acts of the said THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, and that should the said THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, fail and neglect to remove said structures, the Department of Environmental Protection of the State of New Jersey may remove or cause the same to be removed at the expense and cost of the said THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, and it does hereby agree to reimburse the said Department and/or the State of New Jersey for the full amount of the expense incurred in causing the removal of said structures.

AND IT IS EXPRESSLY AGREED AND PROVIDED that the said Tidelands Resource Council of the Department of Environmental Protection, Bureau of Tidelands Management, may withdraw, terminate or revoke the license/lease hereby given and all the rights and privileges thereunder at any time prior to the expiration of the said terms above, upon notice to the said THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, by passing a resolution to that effect, and that upon passage of such resolution by the said Tidelands Resource Council of the Department of Environmental Protection, Bureau of Tidelands Management, the said license/lease and all rights and privileges thereupon shall cease and terminate.

IT IS ALSO PROVIDED, that this license/lease is made upon the condition and limitation, that if the said licensee/lessee is not the record owner of any parts of the land adjacent to the land hereby licensed/leased on the date of delivery of this license/lease, then in that event, this license/lease and all of the covenants herein on the part of the State shall be void with respect to the land herein licensed/leased as to which the said licensee/lessee is not the record owner on said date, and the licensed/leased land shall automatically revert to the ownership of the State, but without any diminution of the fees or consideration paid upon the delivery of this instrument.

AND PROVIDED FURTHER that nothing in this instrument contained shall in any manner affect the rights of any shore owner as now existing under the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the said Tidelands Resource Council of the Department of Environmental Protection, Bureau of Tidelands Management, has caused these presents to be signed by its Manager of the Bureau of Tidelands Management of the Department of Environmental Protection on this 15th day of Aug. in the year Two Thousand One.

Jo Ann Cubberley, Manager
Bureau of Tidelands Management
Land Use Regulation Program
Department of Environmental Protection

STATE OF NEW JERSEY )

)

COUNTY OF MERCER )

BE IT REMEMBERED that on this 15th day of August, 2001, before me a Notary Public of New Jersey, personally appeared Jo Ann Cubberley, Manager, Bureau of Tidelands Management, Land Use Regulation Program, Department of Environmental Protection who being duly sworn on her oath depose and make proof to my satisfaction, that Jo Ann Cubberley is the Manager, Bureau of Tidelands Management, Land Use Regulation Program and she has been duly authorized by proper resolution of the Tidelands Resource Council, and she has signed this document as an act pursuant to said resolution.

Sworn to me and Subscribed
before me the date aforesaid

Mary Ann Herman
A Notary Public of New Jersey

MARY ANN HERMAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/28/2002

(This instrument has been reviewed
and approved by the Office of the
Attorney General.)

(43) LEASE TO LOUISA D. COOK, 8/1/1889, LIBER K, PG. 426, ANNUAL RENTAL $160.74, CONSIDERATION $2,296.30 ····· CONVERTED TO A GRANT 3/18/07, LIBER R, PG. 209, CONSIDERATION $2,296.30

(44) EASEMENT TO DEFENSE PLANT CORP., 12/13/43, LIBER F-2, PG. 399, CONSIDERATION $4,732.00

(45) EASEMENT TO STANDARD OIL CO. OF N. J., 10/4/37, LIBER F-2, PG. 59, CONSIDERATION $5,000.00

(46) EASEMENT TO TIDE WATER PIPE CO., 10/4/37, LIBER F-2, PG. 67, CONSIDERATION $1,400.00

(47) PERMISSION TO STANDARD OIL CO., FOR SUBMARINE PIPE, 4/25/12, CONSIDERATION $1,245.00, EXPIRED 4/12/37
PERMISSION TO TIDEWATER OIL CO. FOR SUBMARINE PIPE, 5/24/12, CONSIDERATION $1,128.25, EXPIRED 5/24/37

(48) LEASE TO TUSCARORA OIL CO., 11/24/19, LIBER Z, PG. 107, ANNUAL RENTAL $386.75, CONSIDERATION $5,525.00
LEASE TO TIDE WATER PIPE CO., 11/24/19, LIBER Z, PG. 78, ANNUAL RENTAL $380.63, CONSIDERATION $5,437.50
LEASE TO STANDARD OIL CO., 11/24/19, LIBER Z, PG. 123, ANNUAL RENTAL $1,522.50, CONSIDERATION $21,750.00

(49) FILE: 73-395, 7 YR. LICENSE, 5/8/00, TO TRMI HOLDINGS INC., FEE $1,050.00/YR.

(50) FILE: 7600-A, 7 YR. LICENSE, 9/10/99, TO TRMI HOLDINGS, INC., ANN. FEE $350.00.

(51) STATEMENT OF NO INTEREST TO CPC INTERNATIONAL INC., A DELAWARE CORPORATION, 5/7/86, BLOCK 478, LOT 1, 24, 25½; BLOCK 478A, LOTS 23, 24, 25, 26, 27A, 27B, 28A, 28B, 29, 30, 31, 32A & 48, RIPARIAN GRANTS, P/O LOT 23C, LOT 65 & 66, LIBER V-6, PG. 104, ETC. FILE: 84-0162

(52) STATEMENT OF NO INTEREST TO WILLIAM LOEBER, 8/3/87 LIBER F07 PG. 84, LOT 16, BLOCK 457, FILE 87-0077

(53) ONE FEE LICENSE TO PUBLIC SERVICE ELECTRIC & GAS COMPANY, 11/20/87, AMOUNT $15,930.00, FILE: 87-0506

(54) STATEMENT OF NO INTEREST TO N.J. DEPT. OF TRANSPORTATION, 10/18/90, LIBER T-7, PG. 46 etc., PARCELS 16A & 16B, LOT 20, BLOCK 448A & LOT 6, BLOCK 454A, FILE: 90-0126-T

(55) GRANT TO CORN PRODUCTS COMPANY, 3/28/60, LIBER J-4, PG. 70, CONS. $10,000.50, FILE: 1354-A

(56) ONE FEE LICENSE TO EEA III, L.P., 3/2/94, FEE $5,575.00, FILE: 93-0125-T, CANCELLED 1/3/99

(57) FILE: 99-0150-T, ONE FEE LICENSE, 9/14/99, TO CITY OF BAYONNE, FEE $750.00

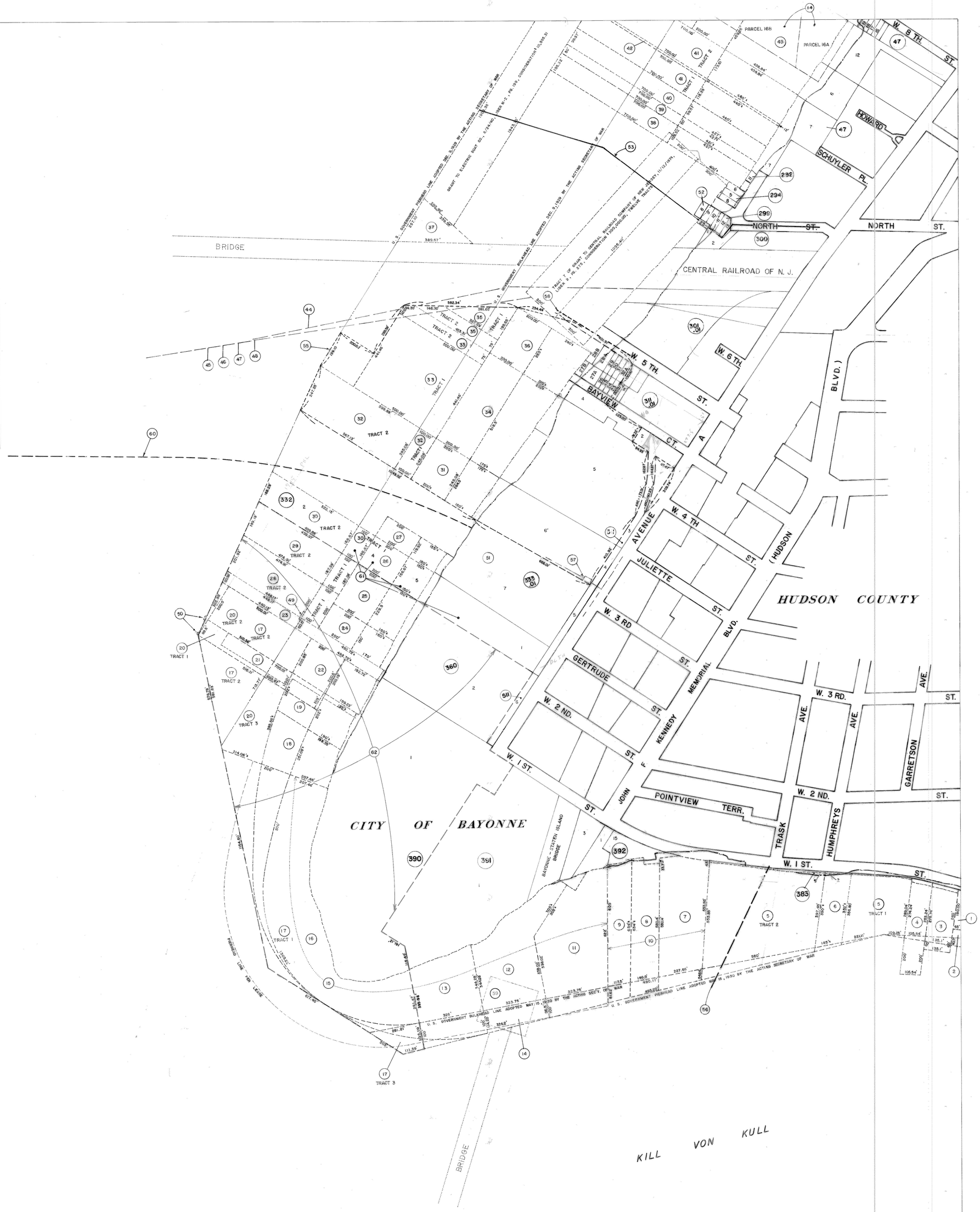
(58) FILE: 00-0244-T, ONE FEE LICENSE, 8/9/00, TO CITY OF BAYONNE, FEE $5,370.00.

(59) **FILE: 01-0297-T, 7YR. LICENSE, 8/15/05, PORT AUTHORITY OF NEW YORK & NEW JERSEY, FEE $250.00/YR.**

(60) FILE: 02-0136-T, ONE FEE LICENSE, 6/12/02, TO COASTAL PIPELINE COMPANY, FEE $24,905.00 (ALSO SEE 658-2136).

(61) STATEMENT OF NO INTEREST TO DIVISON OF RUTHERFORD CHEMICALS CAS CHEM, 2/2/05, LIBER D-10, PG. 135 etc, LOTS 2, 4 & 5, BLOCK 332 & LOT 1, BLOCK 360, FILE: 03-0447-T

(62) **STATEMENT OF NO INTEREST TO TEXAS DOWNSTREAM PROPERTIES, INC., 10/5/05, LIBER F-10, PG. 79 etc., LOTS 1 & RG67, BLOCK 390 & LOT 2, BLOCK 360, FILE: 03-0351-T**




## CONVEYANCE INDEX

(1) GRANT TO CITY OF BAYONNE, 11/20/78, LIBER Q-6, PG. 1, CONSIDERATION $74,000.00, FILE 74-356

(2) 15 YR. LEASE TO CITY OF BAYONNE, 7/14/52, LIBER N-3, PG. 354, ANNUAL RENTAL $243.10, CANCELLED 1/1/58 ····· 15 YR. LEASE TO MILTON TONE, 5/15/58 (RETROACTIVE TO 1/1/58), LIBER C-4, PG. 16, ANNUAL RENTAL $2,434.81, CONSIDERATION $34,783.00

(3) LEASE TO B. F. WOOLSEY, 3/9/1875, LIBER 8, PG. 347, ANNUAL RENTAL $47.28 ····· CONVERTED TO A GRANT TO JOHN WOOD, 5/20/1882, LIBER F, PG. 550, CONSIDERATION $675.50

(4) GRANT TO SAMUEL KNOX AND FRANCIS I. SMITH, EXECUTORS OF THE LAST WILL AND TESTAMENT OF AMOS C. STEARNS, 9/20/1888, LIBER L, PG. 142, CONSIDERATION $5,277.00

(5) GRANT TO J. EDWARD OGDEN, 5/9/07, LIBER R, PG. 237, CONSIDERATION $30,000.00, TWO TRACTS

(6) GRANT TO CONSUMERS COAL AND ICE CO., 7/15/01, LIBER O, PG. 45, CONSIDERATION $4,350.00

(7) LEASE TO THEODORE R. HOFFMAN, TRUSTEE, 11/20/16, LIBER V, PG. 147, ANNUAL RENTAL $1,593.62, CONSIDERATION $22,766.00 ····· CONVERTED TO A LIMITED LEASE TO HENRY STEERS INC., 6/19/22, LIBER D-1, PG. 149, ANNUAL RENTAL $1,593.62, CONSIDERATION $22,766.00, EXPIRED 11/19/31

(8) LEASE TO JANE V. P. WHEELER, 9/16/1897, LIBER M, PG. 171, ANNUAL RENTAL $614.15, CONSIDERATION $7,345.00, FORECLOSED 3/14/35

(9) LEASE TO LIVINGSTON GIFFORD, 2/25/15, LIBER U, PG. 276, ANNUAL RENTAL $616.88, CONSIDERATION $8,812.50, FORECLOSED 4/3/40

(10) TRACT 3 OF GRANT TO CITY OF BAYONNE, 9/30/69, LIBER Z-5, PG. 184, CONSIDERATION $108,118.00, FILE: 66-138

(11) GRANT TO THE GIFFORD LAND CO., 12/16/29, LIBER Q-1, PG. 345, CONSIDERATION $1,715.49

(12) CONVERSION GRANT TO MYRTILLA H. DALY, 12/2/1882, LIBER F, PG. 595, CONSIDERATION $1,751.49

(13) CONVERSION GRANT TO MYRTILLA H. DALY, 7/20/1881, LIBER D, PG. 647, CONSIDERATION $1,763.66

(14) GRANT TO THE PORT OF NEW YORK AUTHORITY, 3/18/29, LIBER S-1, PG. 212, CONSIDERATION $100.00

(15) LEASE TO MYRTILLA H. DALY, 11/15/1879, LIBER D, PG. 451, ANNUAL RENTAL $525.00, CONSIDERATION $7,500.00

(16) CONVERSION GRANT TO TEXAS CO., 4/30/08, LIBER S, PG. 17, CONSIDERATION $2,269.36

(17) GRANT TO THE TEXAS CO., 1/8/40, LIBER L-2, PG. 301, CONSIDERATION $1,000.00, THREE TRACTS

(18) GRANT TO THE TEXAS CO., 4/30/08, LIBER S, PG. 11, CONSIDERATION $3,765.00

(19) GRANT TO LIVINGSTON GIFFORD, 2/1/05, LIBER Q, PG. 65, CONSIDERATION $2,020.00

(20) GRANT TO THE TEXAS CO., LIBER V, PG. 181, CONSIDERATION $14,000.00, THREE TRACTS, 11/15/17

(21) REVOCABLE LICENSE TO THE TEXAS CO., 6/10/09, FEE: $250.00/YR., ENVELOPE: 657-6R1A

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF TIDELANDS MANAGEMENT
MAP SHOWING CONVEYANCES ON
NEWARK BAY — KILL VON KULL
CITY OF BAYONNE — HUDSON COUNTY

The areas, boundaries and dimensions shown on this plan are derived from record tideland grants, quitclaim deeds, leases, licenses, easements and judgments quieting title. This map should be used for reference purposes only. The individual instrument should be consulted to ascertain the accurate legal description and the significance of all substantive terms and conditions.

(22) GRANT TO THE TEXAS CO., 4/30/08, LIBER S, PG. 6, CONSIDERATION $3,000.00

(23) GRANT TO TEXACO INC., 10/24/63, LIBER Y-4, PG. 15, CONSIDERATION $6,000.00, FILE: 62-145

(24) LEASE TO BENJAMIN T. KISSAM, 3/28/01, LIBER N, PG. 650, ANNUAL RENTAL $52.50, CONSIDERATION $750.00 ····· CONVERTED TO A GRANT TO DAIMLER MANUFACTURING CO., 6/28/06, LIBER R, PG. 143, CONSIDERATION $750.00

(25) LEASE TO DAIMLER MANUFACTURING CO., 10/23/02, LIBER O, PG. 768, ANNUAL RENTAL $80.32 ····· CONVERTED TO A GRANT 6/28/06, LIBER R, PG. 149, CONSIDERATION $1,147.50

(26) GRANT TO PETER R. STELLE, 12/28/04, LIBER Q, PG. 70, CONSIDERATION $1,666.70

(27) GRANT TO MARY C. BROWN, 10/24/07, LIBER R, PG. 645, CONSIDERATION $1,798.90

(28) LEASE TO PETROLEUM TERMINAL CORP., 5/18/25, LIBER G-1, PG. 385, ANNUAL RENTAL $541.38, CONSIDERATION $7,734.00 ····· CONVERTED TO A GRANT TO RICHFIELD OIL CORP. OF N.Y., 6/16/30, LIBER T-1, PG. 87, CONSIDERATION $7,734.00, TWO TRACTS

(29) LEASE TO PETROLEUM TERMINAL CORP, 12/17/28, LIBER Q-1, PG. 43, ANNUAL RENTAL $619.12, CONSIDERATION $8,844.50 ····· LEASE TO RICHFIELD OIL CORP., 2/14/44, LIBER R-2, PG. 347, ANNUAL RENTAL $619.12, CONSIDERATION $8,844.50, RETROACTIVE TO 12/17/43 ····· CONVERTED TO A GRANT TO RICHFIELD OIL CORP., 6/29/46, LIBER W-2, PG. 221, CONSIDERATION $8,844.50, TWO TRACTS

(30) GRANT TO BAKER CASTOR OIL CO., 7/19/26, LIBER H-1, PG. 435 CONSIDERATION $7,020.00, TWO TRACTS

(31) GRANT TO CHARLES E. ANNETT, 7/30/03, LIBER P, PG. 398, CONSIDERATION $1,232.50

(32) GRANT TO U.S. INDUSTRIAL CHEMICALS INC., 9/17/45, LIBER U-2, PG. 317, CONSIDERATION $13,461.00

(33) GRANT TO THE NUCOA BUTTER CO., 12/19/21, LIBER C-1, PG. 295, CONSIDERATION $14,750.00, TWO TRACTS

(34) GRANT TO NEW JERSEY CLUB ASSOCIATION, 10/16/02, LIBER O, PG. 757, CONSIDERATION $2,592.50,

(35) GRANT TO STANDARD CHEMICAL CO., 12/19/21, LIBER C-1, PG. 309, CONSIDERATION $3,500.00, TWO TRACTS

(36) GRANT TO BAYONNE IMPROVEMENT CO., 10/16/02, LIBER O, PG. 762, CONSIDERATION $1,315.00

(37) GRANT TO ELECTRIC BOAT CO., 6/8/42, LIBER P-2, PG. 335, CONSIDERATION $691.81

(38) LEASE TO W. W. DASHIELL, 11/7/1889, LIBER K, PG. 410, ANNUAL RENTAL $36.86, CONSIDERATION $526.60 ····· CONVERTED TO A GRANT TO ELECTRIC BOAT CO., 1/3/16, LIBER U, PG. 553, CONSIDERATION $526.60

(39) GRANT TO ELECTRIC BOAT CO., 2/18/18, LIBER W, PG. 287, CONSIDERATION $3,750.00

(40) GRANT TO NEW JERSEY DEVELOPMENT CO., 10/15/15, LIBER U, PG. 430, CONSIDERATION $3,484.95

(41) GRANT TO ELECTRIC BOAT CO., 4/16/17, LIBER V, PG. 293, CONSIDERATION $21,914.25, TWO TRACTS

(42) GRANT TO ELECTRIC BOAT CO., 11/24/19, LIBER Z, PG. 73, CONSIDERATION $200.00, CANCELLED ····· REGRANTED 9/20/20, LIBER A-1, PG. 256

SCALE: 1" = 200'

ATLAS SHEET NO. 658-2142

# Attachment F

## Extracts of Motions from Meetings
## Authorizing Construction of the Proposed Bridge

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

**MINUTES**
**Thursday, February 9, 2012**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| Report of Committee on Construction | 3 |
| Report of World Trade Center Redevelopment Subcommittee | 3 |
| Report of Special Meeting of Committee on Operations | 4 |
| Bayonne Bridge – Navigational Clearance Program – Increase in Planning Authorization and Authorization to Increase an Existing Professional Services Agreement | 5 |
| George Washington Bridge – Rehabilitation Program | 7 |
| Lincoln Tunnel – Lincoln Tunnel Park-and-Ride Lot – New Jersey Transit Bus Operations, Inc. – Lease Supplement | 11 |
| Stewart International Airport – Air Service Development Incentive Program – Program Authorization | 13 |
| Port Authority Bus Terminal/Lincoln Tunnel and PATH Journal Square Transportation Center/Harrison Car Maintenance Facility – Energy Conservation Improvements to Be Implemented on a Performance Basis – Program Authorization | 16 |
| The World Trade Center – Authorization of Joint Venture between the Port Authority and Westfield | 18 |

**MINUTES of the Meeting of The Port Authority of New York and New Jersey held Thursday, February 9, 2012 at 225 Park Avenue South, City, County and State of New York**

**PRESENT:**

| **NEW JERSEY** | **NEW YORK** |
|---|---|
| Hon. David Samson, Chairman | Hon. Scott H. Rechler, Vice-Chairman |
| Hon. Virginia S. Bauer | Hon. Jeffrey H. Lynford |
| Hon. William P. Schuber | Hon. Jeffrey A. Moerdler |
| Hon. David S. Steiner | |

Patrick J. Foye, Executive Director
William Baroni, Jr., Deputy Executive Director
Darrell B. Buchbinder, General Counsel
Karen E. Eastman, Secretary

Heavyn-Leigh American, Associate Board Management Support Specialist, Office of the Secretary
Steven A. Borrelli, Assistant Director, Port Business Development, Port Commerce
Steven J. Coleman, Deputy Director, Media Relations
Stephanie E. Dawson, Chief of Staff to the Chief Operating Officer
Gerard A. Del Tufo, Assistant Director of Development and Operations, Real Estate and Development
John C. Denise, Audio Visual Supervisor, Marketing
Michael P. DePallo, Director, Rail Transit
Gretchen P. DiMarco, Special Assistant to the Deputy Executive Director
Paula T. Dow, First Deputy General Counsel
John J. Drobny, Director, Security Projects, Chief Operating Office
Jason Englese, Engineer, Port Authority Trans-Hudson Corporation
Michael G. Fabiano, Chief Financial Officer
Nancy A. Farrell, Police Officer, Port Authority Police
Michael A. Fedorko, Director, Public Safety/Superintendent of Police
Michael B. Francois, Chief, Real Estate and Development
Cedrick T. Fulton, Director, Tunnels, Bridges and Terminals
Glenn P. Guzi, Senior External Affairs Representative, Government and Community Affairs
Linda C. Handel, Deputy Secretary
Mary Lee Hannell, Director, Human Resources
Timothy Harrington, Trainmaster, Port Authority Trans-Hudson Corporation
Andrew T. Hawthorne, Director, Marketing
Anthony Hayes, Manager, Media Planning, Media Relations
Mark D. Hoffer, Director, New Port Initiatives, Port Commerce
Lawrence S. Hofrichter, Deputy General Counsel
Atiba A. Joseph-Cumberbatch, Police Officer, Port Authority Police
Howard G. Kadin, Esq., Law
Kirby King, Director, Technology Services
Krzysztof Kutarnia, Police Officer, Port Authority Police
Louis J. LaCapra, Chief Administrative Officer
Cristina M. Lado, Director, Government and Community Affairs, New Jersey
Richard M. Larrabee, Director, Port Commerce
Jamie E. Loftus, Chief, Public and Government Affairs
John Ma, Chief of Staff to the Executive Director

Lisa MacSpadden, Director, Media Relations
Norma L. Manigan, Project Director, External Affairs, Marketing
Catherine M. Massab, Supporting Office Assistant, Office of the Secretary
Michael G. Massiah, Director, Management and Budget
Daniel G. McCarron, Comptroller
James E. McCoy, Manager, Board Management Support, Office of the Secretary
Anne Marie C. Mulligan, Treasurer
Laurie Michel, Director, Federal Affairs, Government and Community Affairs
Toni L. Munford, Principal Records Management Officer, Office of the Secretary
Lynn A. Nerney, Senior Business Manager, Office of the Secretary
Patrick O'Reilly, Senior Advisor to the Chairman
Ann M. O'Rourke, Assistant Director, Government and Community Affairs
Jeffrey P. Pearse, Deputy Director, Aviation
Paul A. Pietropaolo, Corporate Information Security Officer, Office of the Secretary
Steven P. Plate, Deputy Chief, Capital Planning/Director, World Trade Center Construction
Alan L. Reiss, Deputy Director, World Trade Center Construction
Paul J. Richman, Director, Federal Affairs, Government and Community Affairs
Shane Robinson, Staff External Affairs Representative, Government and Community Affairs
Brian W. Simon, Director, Government and Community Affairs, New York
Timothy G. Stickelman, Assistant General Counsel
Gerald B. Stoughton, Director, Financial Analysis
Robert A. Sudman, Director, Audit
Ralph Tragale, Assistant Director, Public Affairs, Aviation
David B. Tweedy, Chief, Capital Programs
I. Midori Valdivia, Principal Financial Analyst, Executive Director's Office
Lillian D. Valenti, Director, Procurement
Sheree Van Duyne, Manager, Policies and Protocol, Office of the Secretary
Teresa Whitehead, Conductor, Port Authority Trans-Hudson Corporation
David M. Wildstein, Director, Interagency Capital Projects, Office of the Deputy Executive Director
Peter J. Zipf, Chief Engineer

Guests:
Regina Egea, Director, Authorities Unit, Office of the Governor of New Jersey
Johanna Jones, Assistant Counsel, Authorities Unit, Office of the Governor of New Jersey

Speakers:
Murray Bodin, Member of the Public
Joseph Clift, Member of the Public
Jack Coughlin, Member of the Public
Margaret Donovan, Twin Towers Alliance
Yvonne Garrett-Moore, Member of the Public
Richard Hughes, Twin Towers Alliance
Kenneth D. Paskar, Friends of LaGuardia Airport
James T. Raligh, Friends of LaGuardia Airport

The public meeting was called to order by Chairman Samson at 12:25 p.m. and ended at 1:05 p.m. The Board met in executive session prior to the public session.

**Action on Minutes**

The Secretary submitted for approval Minutes of the meeting of December 8, 2011. She reported that copies of these Minutes were delivered to the Governors of New York (in electronic form) and New Jersey (in paper form) on December 9, 2011. She reported further that the time for action by the Governors of New York and New Jersey expired at midnight on December 23, 2011.

Whereupon, the Board unanimously approved the Minutes of the meeting of December 8, 2011.

**Report of Committee on Operations**

The Committee on Operations reported, for information, on matters discussed in public session at its meeting on February 9, 2012, which included discussion of an air service development incentive program at Stewart International Airport, additional planning to support the development of a project to address the navigational air draft clearance limitations posed by the Bayonne Bridge, a contract for the repainting of portions of the main span arch at the Bayonne Bridge, and discussion of the Freedom of Information Policy, and the report was received.

**Report of Committee on Construction**

The Committee on Construction reported, for information, on matters discussed in public session at its meeting on February 9, 2012, which included discussion of a program that authorizes planning for, and implementation of, three critical projects for the rehabilitation of the underside of the lower level of the George Washington Bridge (GWB) and several of the elevated approach roadways that serve the GWB, a project for the design, construction and maintenance of an Engineered Material Arresting System at Newark Liberty International Airport, and discussion of a program for energy efficiency improvements at various facilities, and the report was received.

**Report of World Trade Center Redevelopment Subcommittee**

The World Trade Center Redevelopment Subcommittee reported, for information, on matters discussed in public and executive sessions at its meeting on February 9, 2012, which included discussion of a construction trade contract for fireproofing services at the World Trade Center (WTC) Vehicular Security Center and Tour Bus Parking Facility, and a contract for operation and maintenance services at the WTC site, and discussion of matters involving ongoing negotiations or reviews of contracts or proposals, and the report was received.

**Report of Special Meeting of Committee on Operations**

In view of the absence of a quorum for the Board to act on certain matters to be considered at its meeting on February 9, 2012, consistent with the Port Authority's By-Laws, a special meeting of the Committee on Operations was held. At the meeting, the Committee acted for and on behalf of the Board on certain matters included on the agenda for the Board meeting. A copy of the minutes of the special meeting of the Committee on Operations held on February 9, 2012 is included with these minutes.

**BAYONNE BRIDGE – NAVIGATIONAL CLEARANCE PROGRAM – INCREASE IN PLANNING AUTHORIZATION AND AUTHORIZATION TO INCREASE AN EXISTING PROFESSIONAL SERVICES AGREEMENT**

It was recommended that the Board authorize: (1) an increase of $35 million in the amount of the planning authorization to perform final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program (BBNCP), resulting in a total authorization of $70 million; and (2) the Executive Director to increase the amount of an existing expert professional services agreement with HDR Engineering Inc./PB Americas Inc. to provide additional services, including final engineering design and construction support services during Stages III through IV, in an amount not to exceed $34.7 million (inclusive of a contingency), of which funding in the aggregate amount of up to $27 million (inclusive of $5.8 million previously authorized to support planning work) is being requested as part of the proposed increase in planning authorization.

At its meeting of August 13, 2009, the Board authorized the expenditure of $10 million for planning and conceptual engineering services and to perform a preliminary alternatives analysis of options to address the navigational clearance limitations posed by the Bayonne Bridge. Subsequently, the Board, at its meeting of September 14, 2010, authorized the provision of $1 billion in Port Authority capital funding capacity for the BBNCP.

In December 2010, upon review of the preliminary alternatives analysis of options, the Port Authority announced that it had selected the raising of the roadway as the best solution to the Bayonne Bridge navigational clearance limitation.

At its May 25, 2011 meeting, the Board authorized an increase of $25 million in the amount of the planning authorization to perform preliminary and final planning and engineering design services for the BBNCP, resulting in a total authorization of $35 million. Additionally, the Board authorized the Executive Director to enter into an agreement with HDR Engineering Inc./PB Americas Inc., pursuant to a publicly advertised Request for Proposals process, to provide preliminary planning and engineering services, in a total amount not to exceed $9.3 million (inclusive of a contingency), to support the implementation of the project. At that time, funding of $5.8 million was authorized to support Stages II and III, with the balance subject to further authorization.

Initially, a design/build procurement strategy for the BBNCP was contemplated. However, as the program evolved, the engineering schedule significantly accelerated ahead of the environmental review schedule required under the National Environmental Policy Act, and therefore the opportunity exists to proceed with a design/bid/build contract procurement strategy. This design/bid/build strategy offers the benefit of reductions in program cost and schedule, and would help to reduce risk, ensure quality and retain engineering design control. This procurement strategy change would require modification of the existing agreement with HDR Engineering Inc./PB Americas Inc. to include the performance of final engineering design services to prepare design/bid/build contract documents, as well as construction support services through project completion to support the modification of the Bayonne Bridge.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Lynford, Moerdler, Rechler, Samson, Schuber and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**RESOLVED**, that an increase of $35 million in the amount of the planning authorization to perform final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program, resulting in a total authorization of $70 million, be and it hereby is authorized; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase an existing expert professional services agreement with HDR Engineering Inc./PB Americas Inc. to provide additional services, including final engineering design and construction support services during Stages III through IV, in an amount not to exceed $34.7 million (inclusive of a contingency), of which funding for up to $27 million is being requested as part of the foregoing increase in planning authorization; and it is further

**RESOLVED**, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

## GEORGE WASHINGTON BRIDGE – REHABILITATION PROGRAM

It was recommended that the Board authorize: (1) the George Washington Bridge (GWB) Rehabilitation Program (Program) to support the advancement of three critical projects to maintain the lower level GWB span and certain approach bridges that serve the GWB, including the 178th Street and 179th Street roadway ramps and associated roadways that provide connectivity to the GWB Bus Station (GWBBS) in New York, and two bridges that span the roadways serving the GWB in New Jersey, at an estimated total amount of $230 million for the planning and construction work to be authorized presently in connection with the Program; and (2) the Executive Director to: (a) enter into separate agreements for professional architectural and engineering services with Hardesty and Hanover, LLC and Parsons Transportation Group of New York, Inc., at an aggregate amount of $7.3 million, to support the Program, of which $5.3 million is requested to support the Program at this time, and the balance would be subject to further authorization; and (b) expend an additional $1.8 million (resulting in a total amount of $2.6 million) for additional architectural and engineering services in connection with the previously authorized professional services agreement with URS Corporation to support the Program.

The GWB, which was constructed in 1931 and modified to include a lower-level roadway in 1962, is a critical link between New York and New Jersey. Currently, many elements of the bridge and its supporting roadway networks are between 50 and 80 years old, are reaching the end of their useful life, and require rehabilitation in order to maintain a state of good repair.

The proposed Program would encompass three projects, with authorization presently being requested for final engineering and construction work in connection with one of the projects, and for planning work only in connection with the other two projects, as outlined further below.

### Project for Rehabilitation of 178th Street and 179th Street Ramps, and Bus Ramps in New York

The 178th Street and 179th Street ramps, two associated bus ramps, and the bus connector ramp structure that links these elevated roadways (collectively, the Ramps), are critical for access to and from the New York side of the GWB and the GWBBS. The 178th Street and 179th Street ramps were constructed in 1931, and were last rehabilitated in 1991. The bus ramps and the connector ramp were constructed in 1958, and were partially rehabilitated in the late 1980s. Recent engineering studies and deck condition assessments have indicated that these structures are in need of rehabilitation in order to maintain a state of good repair.

It was recommended that the Board authorize a project for the rehabilitation of the Ramps, at an estimated project cost of $218.8 million. The project would include final design, construction staging and estimating, value engineering and construction for the rehabilitation of the Ramps. The deck for all structures would be replaced, and the supporting elements, including piers and abutments, would be rehabilitated. The proposed authorization also would authorize the Executive Director to expend an estimated additional amount of $1.8 million for additional professional architectural and engineering services under an existing agreement with URS Corporation, through project completion.

The Board, at its meeting of May 28, 2009, authorized the expenditure of $1.6 million for planning and engineering services related to the rehabilitation of the Ramps. At that time, the Board also authorized the Executive Director to enter into an expert professional services agreement with URS Corporation, in an amount not to exceed $6 million, to support several projects at the GWB, including the rehabilitation of the 178th Street and 179th Street ramps and adjacent ramps servicing the GWBBS. Of the amount of that agreement with URS Corporation, $800,000 was to support the planning effort for the rehabilitation of the Ramps, with the expenditure of additional funds under the agreement to be subject to further authorization in the future. The total cost of URS Corporation's services to support the project to rehabilitate the Ramps, through completion, is estimated at $2.6 million.

**Planning for Rehabilitation of the Center Avenue and Lemoine Avenue Bridges in New Jersey**

The Center Avenue and Lemoine Avenue bridges (collectively, the Bridges), both of which are composed of concrete with steel girders, span over the approach roadways for the GWB in New Jersey. Both bridges were built by the Port Authority in stages between 1935 and 1965. The Center Avenue Bridge last underwent rehabilitation in the late 1980s. The Lemoine Avenue Bridge was partially rehabilitated in the late 1990s. Although this limited rehabilitation work extended the service life of each structure, based on recent inspections and known conditions, comprehensive rehabilitation and/or replacement of elements of both structures is required.

It was recommended that the Board authorize planning work, in an estimated amount of $3.4 million, which would provide for the development of comprehensive rehabilitation concepts required to maintain the Bridges in a state of good repair. The proposed planning effort would include investigation and evaluation of the existing structures, development of appropriate replacement methods for the existing decks, replacement or rehabilitation methods for supporting beams, piers and abutments, and a determination of the cost-effectiveness of either rehabilitation or replacement of elements of the existing structures, based on a life-cycle cost-benefit analysis.

Authorization also was requested for the Executive Director to enter into an agreement with Hardesty & Hanover, LLP to provide professional architectural and engineering services to support the planning effort for the rehabilitation of the Bridges, at an estimated aggregate amount of $3.9 million, of which $1.9 million was requested to support the present planning effort, with the expenditure of the additional $2 million under the agreement to be subject to further authorization in the future.

It is expected that project authorization for the rehabilitation of the Bridges will be sought in the future.

**Planning for Rehabilitation of Structural Steel, Removal of Existing Paint and Repainting of the Underside of the Lower Level Bridge Span**

The addition of the lower level to the GWB was completed in 1962 and included movable maintenance platforms under the structure to support maintenance and inspection of the bridge. Engineering inspections conducted in 2009 and 2011 identified numerous structural

areas that require varying degrees of priority steel repair, paint removal and repainting work on the underside of the lower level bridge span.

It was recommended that the Board authorize planning work, in an estimated amount of $7.8 million, to provide for the prioritization of structural steel rehabilitation work and assist in the development of a comprehensive plan to support the structural steel and paint removal and repainting work. The proposed planning effort would include detailed field inspections, so that the priority repairs would be properly classified and addressed under an initial project phase, the construction of which would commence in 2013, and that other repairs of lower priority may be addressed in a second phase of the project, beginning in 2015. The second phase of the project also would include seismic analysis and retrofit, paint removal and repainting, replacement of the four maintenance platforms, replacement of the median mesh between the eastbound and westbound lanes and recoating of the New York lower tower of the GWB. Under the requested authorization, final design and contract document development would be prepared for the project's first phase, and design development would be prepared for its second phase.

Authorization also was requested for the Executive Director to enter into an agreement with Parsons Transportation Group of New York, Inc. to provide for professional architectural and engineering services to support the project, at an estimated amount of $3.4 million.

It is expected that project authorization for the rehabilitation of the structural steel and paint removal and repainting work will be sought in the future.

In addition to the three proposed projects listed above, approximately $3 million would be allocated for community outreach from the contingency budgets for major projects to be implemented at the GWB, including those covered under the Program.

Currently, it is anticipated that the Program will commence in March 2012 and be completed in 2021. The rehabilitation of the various structures must be carefully coordinated to accommodate the facility operation, other ongoing projects and restricted work-hour requirements. The Program is necessary to maintain the structural integrity of the GWB lower level roadway and ancillary approach roadway bridges, including the ramps in New York, as well as the two bridges that span the roadways serving the GWB in New Jersey.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Lynford, Moerdler, Rechler, Samson, Schuber and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the George Washington Bridge (GWB) Rehabilitation Program (Program) to support the advancement of three critical projects to maintain the lower level GWB span and certain approach bridges serving the GWB, including the 178th Street and 179th Street roadway ramps and associated roadways that provide connectivity to the GWB Bus Station in New York, and two bridges that span the roadways serving the GWB in New Jersey, be and it hereby is authorized; and it is further

**RESOLVED**, that planning, final engineering and construction work in connection with the three projects that comprise the Program, in an estimated total amount of $230 million, as set forth above, be and it hereby is authorized, and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into separate professional services agreements with Hardesty and Hanover, LLC and Parsons Transportation Group of New York, Inc., in an aggregate amount of $7.3 million, to support the Program, as set forth above; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to expend an additional $1.8 million for additional architectural and engineering services in connection with the previously authorized professional services agreement with URS Corporation to support the foregoing Program work; and it is further

**RESOLVED,** that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to take action with respect to construction contracts, contracts for professional and advisory services and such other contracts and agreements as may be necessary to effectuate the foregoing project and planning work, pursuant to authority granted in the By-Laws or other resolution adopted by the Board; and it is further

**RESOLVED**, that the form of all contracts and agreements in connection with the foregoing project and planning work shall be subject to the approval of General Counsel or his authorized representative.

**LINCOLN TUNNEL – LINCOLN TUNNEL PARK-AND-RIDE LOT – NEW JERSEY TRANSIT BUS OPERATIONS, INC. – LEASE SUPPLEMENT**

It was recommended that the Board authorize the Executive Director to enter into a lease supplement with New Jersey Transit Corporation, acting by and through its wholly owned subsidiary, New Jersey Transit Bus Operations, Inc. (NJT), for the continued letting of approximately 13.87 acres of property located in North Bergen, New Jersey for its use as a Lincoln Tunnel Park-and-Ride Lot (LTPR), for up to 49 years, effective May 1, 2012.

The Port Authority acquired the LTPR property, located in the Township of North Bergen, in the 1950s as part of the construction of the third tube of the Lincoln Tunnel. The Port Authority owns fee simple title to the 13.87-acre property, a portion of which lies directly beneath Route 495, less than two miles from the New Jersey entrance to the Lincoln Tunnel.

The Port Authority first leased the LTPR to NJT's predecessor, pursuant to a lease, dated as of October 31, 1955, which expired June 28, 2006, and, after a holdover period, the Port Authority entered into a lease, dated as of August 27, 2008, with NJT, which will expire August 31, 2013. Under the existing lease terms, NJT has the option to extend the lease for a five-year period beyond August 31, 2013. The extension option would be superseded by the proposed lease supplement.

If the lease supplement is authorized, NJT plans to include the LTPR in a Request for Proposals for a private concessionaire to operate the LTPR, as well as other lots in the NJT portfolio, subject to the provisions of the lease. The term of the proposed lease supplement would be coterminous with that of any third-party concession agreement entered into by NJT, but in no event would exceed 49 years.

NJT, or its permitted concessionaire (if any), would continue to be responsible for all maintenance and capital improvements of the facility at its sole cost and expense. The Port Authority would not have any investment obligations under the lease supplement.

NJT provides trans-Hudson bus service, a portion of which uses the LTPR, and such bus service plays an important role in the Port Authority's Interstate Transportation Network (ITN), which includes the exclusive bus lane at the Lincoln Tunnel. In order to lessen the potential for future substantial fare increases to NJT's bus passengers, which could erode ridership and harm the ITN by increasing the number of single-occupancy vehicles using the Port Authority's vehicular crossings, the Port Authority would lease the LTPR to NJT at a nominal cost to NJT.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Lynford, Moerdler, Rechler, Samson and Steiner voting in favor; Commissioner Schuber recused and did not participate in the consideration of, or vote on, this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED,** that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into a lease supplement with New Jersey Transit Corporation, acting by and through its wholly owned subsidiary, New Jersey Transit Bus Operations, Inc., for the continued letting of approximately 13.87 acres of property located in North Bergen, New Jersey for its use as a Lincoln Tunnel

Park-and-Ride Lot, substantially in accordance with the terms outlined to the Board; and it is further

**RESOLVED**, that the form of all contracts, agreements and other documents in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**STEWART INTERNATIONAL AIRPORT – AIR SERVICE DEVELOPMENT INCENTIVE PROGRAM – PROGRAM AUTHORIZATION**

It was recommended that the Board authorize the Executive Director to implement a five-year air service development incentive program, which would provide for financial and marketing incentives to passenger airlines and charter tour operators who initiate non-stop service to new destinations from Stewart International Airport (SWF). Any new or incumbent carrier or charter tour operator providing scheduled non-stop passenger service to any domestic destination currently not served from SWF would be offered: (1) a credit of up to $525 per turn for Ground Handling service charges for the first 24 months of new non-stop service; (2) marketing and advertising support valued at $3 per outbound seat for such new non-stop service, not to exceed $150,000 per destination during the first 12 months of service, and not to exceed $75,000 per destination during the second 12 months of service; and (3) a 50-percent reduction in rent and fees associated with the new service for the first 12 months of non-stop service, and a 25-percent reduction in rent and fees for the second 12 months of new non-stop service. Any new or incumbent carrier or charter tour operator providing scheduled non-stop passenger service to any international destination currently not served from SWF would be offered: (1) a credit of up to $900 per turn for Ground Handling service charges for the first 24 months of new non-stop service; (2) marketing and advertising support valued at $3 per outbound seat for such new non-stop service, not to exceed $250,000 per destination during the first 12 months of service, and not to exceed $125,000 per destination during the second 12 months of service; and (3) a 100-percent reduction in rent and fees associated with the new service for the first 12 months of non-stop service, and a 50-percent reduction in rent and fees for the second 12 months of new non-stop service.

Since the Port Authority acquired SWF in November 2007, overall passenger enplanements at the airport have decreased by approximately 60 percent, due to continuing negative economic conditions combined with significantly higher fuel costs and a reduction in overall industry capacity. As a result, airlines have been reducing seats and retiring smaller, less fuel-efficient regional jets predominantly serving airports like SWF. Some airports in closer proximity to larger metropolitan hubs have witnessed a complete cessation of scheduled air service.

In an effort to prevent a further reduction in air service at SWF, the Board, at its meeting of August 14, 2008, authorized a Retention Incentive Program, which provided for a waiver of certain fees and rentals for all airlines providing passenger air service at SWF for the period of September 1, 2008 through February 28, 2009. At that time, the Board was advised that the Retention Incentive Program was an interim measure while staff developed longer-term solutions to grow air service at SWF.

At its meeting of September 30, 2010, the Board authorized a two-year air service development incentive program for SWF, which was limited to credits of $525 per turn for Ground Handling service and marketing and advertising support of $3 per outbound seat during the first 12 months of service. Given the significant number of airports competing for a limited number of available seats, staff has been aggressively pursuing airlines, using incentives and compelling market data, while concurrently marketing SWF as an alternative gateway to the New York/New Jersey region. These efforts have yielded some incremental gains, including a seasonal international charter program, as well as additional interest from other low-cost service

providers seeking cost-effective alternative access to the New York/New Jersey metropolitan region. Included among these service providers are longer-haul, wide-body international operators that would be willing to share the risk associated with developing a new route in a relatively unknown airport with the appropriate infrastructure, cost structure, incentive programs and community support.

In an effort to ensure that infrastructure is in place, at its meeting of December 8, 2011 the Board approved a terminal expansion project at SWF that would provide for a permanent facility to process international operations at SWF. The currently proposed incentive program seeks to attract and sustain new route service suitable for the efficient utilization of this expansion, while generating additional airport revenue and raising the profile of the facility on an international scale.

In view of the competition among airports for acquisition of service to additional destinations, staff undertook a review of similar airports' actions to attract airlines. The proposed program, which is designed to encourage carriers to offer service to new routes through a combination of mitigating start-up costs and providing marketing support during the critical first two years of service, would enable SWF to compete more effectively with other area airports, such as those in Albany and Westchester County in New York and Hartford, Connecticut.

The proposed incentive program would be in effect from April 1, 2012 through March 31, 2017. The proposed incentive program would supersede and replace the existing program authorized by the Board in September 2010 with respect to qualifying air service starting on or after April 1, 2012. The incentive credit to be provided to participating airlines would be limited to a 24-month period from the first date of service, provided service begins by March 31, 2017.

The total amount of expenses associated with the program would be determined by the flight activity, and the number of outbound seats, to new destinations. It is expected that additional revenue generated by increased flights and passenger traffic would more than offset the cost of the program.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Lynford, Moerdler, Rechler, Samson, Schuber and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to offer any new or incumbent carrier or charter tour operator beginning scheduled non-stop passenger service from April 1, 2012 through March 31, 2017 to any domestic destination currently not served from Stewart International Airport (SWF) the following: (1) a credit of up to $525 per turn for Ground Handling service charges for the first 24 months of new non-stop service; (2) marketing and advertising support valued at $3 per outbound seat for such new non-stop service, not to exceed $150,000 per destination during the first 12 months of service, and not to exceed $75,000 per destination during the second 12 months of service; and (3) a 50-percent reduction in rent and fees associated with the new

service for the first 12 months of non-stop service, and a 25-percent reduction in rent and fees for the second 12 months of new non-stop service; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to offer any new or incumbent carrier or charter tour operator beginning scheduled non-stop passenger service from April 1, 2012 through March 31, 2017 to any international destination currently not served from SWF the following: (1) a credit of up to $900 per turn for Ground Handling service charges for the first 24 months of new non-stop service; (2) marketing and advertising support valued at $3 per outbound seat for such new non-stop service, not to exceed $250,000 per destination during the first 12 months of service, and not to exceed $125,000 per destination during the second 12 months of service; and (3) a 100-percent reduction in rent and fees associated with the new service for the first 12 months of non-stop service, and a 50-percent reduction in rent and fees for the second 12 months of new non-stop service; and it is further

**RESOLVED**, that the form of any agreements or other documents necessary in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**PORT AUTHORITY BUS TERMINAL/LINCOLN TUNNEL AND PATH JOURNAL SQUARE TRANSPORTATION CENTER/HARRISON CAR MAINTENANCE FACILITY – ENERGY CONSERVATION IMPROVEMENTS TO BE IMPLEMENTED ON A PERFORMANCE BASIS – PROGRAM AUTHORIZATION**

It was recommended that the Board authorize a Port Authority Energy Savings Program (Program) to pursue energy efficiency initiatives throughout the Port Authority's facilities, and authorize the Executive Director to take such actions as are necessary to implement the first phase of the Program, under which the Port Authority would contract with Energy Service Companies (ESCOs), Constellation Energy and Johnson Controls, Inc., through existing call-in contracts issued pursuant to a publicly advertised Request for Proposals (RFP) process, at an aggregate maximum price of $19.2 million, to implement certain energy conservation improvements at the Port Authority Bus Terminal (PABT)/Lincoln Tunnel (LT) and the Port Authority Trans-Hudson (PATH) Journal Square Transportation Center (JSTC)/Harrison Car Maintenance Facility (HCMF). These projects would yield guaranteed annual operating savings of approximately $2 million and approximately $31 million in aggregate savings to the Port Authority over a 15-year term.

The scope of work under the proposed authorization includes implementation of energy conservation improvements, development of savings monitoring and verification plans, and analysis of baseline and post-installation energy use for each improvement. The proposed JSTC/HCMF improvements, to be undertaken by Johnson Controls, Inc. at an estimated cost of $10.2 million, would include extensive lighting and tower window upgrades, building heating and cooling improvements, building lighting and heating ventilation and air conditioning controls upgrades, transformer replacements, compressed air system repairs, solar photovoltaic system installations, and water conservation measures. The PABT/LT improvements, to be undertaken by Constellation Energy at an estimated cost of $9 million, would include extensive building lighting upgrades, roadway lighting upgrades, new lighting controls and sensors, building envelope improvements to the PABT and LT Administration Building, steam pipe insulation and snow melt system controls.

The Program would utilize the Energy Performance Contracting model, through which ESCOs provide a turn-key solution, performing the audit, design, construction management and commissioning of improvements, while also assuming all technical and performance risks. ESCOs also would be responsible for identifying and pursuing grants and incentives available to reduce the total cost of improvements. The cost of the projects would be more than offset by the resultant savings.

Each improvement would have a specific monitoring and verification plan, whereby the ESCO would verify its own performance to determine actual achieved energy consumption reductions, as is prevailing practice when the ESCO also will guarantee the savings. Contractually, the monitoring and verification would follow established industry protocol, to determine actual energy consumption reductions achieved, and the Port Authority may audit the monitoring and verification findings at any time – either by itself or through a third party. Port Authority staff also would track savings through utility bill analysis.

The ESCOs would be compensated by the Port Authority through construction progress payments, based on the percentage completion of items identified in the project schedule, capped

at the guaranteed maximum price provided in the ESCO's accepted proposal. The ESCOs have established baseline energy usage figures for the project sites, based on metering of facility equipment, evaluation of facility occupancy characteristics, and analysis of actual utility bills – normalized for weather and other factors – and reviewed and approved by staff. The ESCOs would perform an annual process of monitoring and verifying energy consumption reductions against this baseline, to ensure that guaranteed savings are realized. The ESCOs would be obligated contractually to pay the Port Authority for a shortfall of expected consumption reductions and their attributed financial value, based on mutually agreed-upon escalation rates for energy market prices, or to modify improvements to ensure proper performance, as agreed by, and at no additional cost to, the Port Authority. In the event a specific work order were implemented at a cost below the guaranteed maximum price, the sum of the variance between the actual cost and the guaranteed maximum price would be shared between the ESCO and the Port Authority in a negotiated split, with the ESCO's share not to exceed 50 percent. If the parties were unable to resolve any disputes concerning energy savings calculations, disputes would be submitted to a third-party professional engineering firm for resolution.

In March 2010, through a competitive RFP process, the Port Authority established call-in agreements through which ESCOs performed audits of four Port Authority/PATH facilities and submitted proposals for energy conservation measures. After review of the proposals, work orders were issued for more detailed Investment Grade Audits, which resulted in the proposals for the energy upgrades at the PABT/LT and JSTC/HCMF. The current ESCO agreements extend through 2016, if the Port Authority exercises all available option periods.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Lynford, Moerdler, Rechler, Schuber and Steiner voting in favor; Commissioner Samson recused and did not participate in the consideration of, or vote on, this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**RESOLVED**, that a Port Authority Energy Savings Program (Program) to pursue energy efficiency initiatives throughout the Port Authority's facilities be and it hereby is authorized; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to take all actions necessary to implement the first phase of the Program, under which the Port Authority would contract with Constellation Energy and Johnson Controls, Inc., through existing call-in contracts issued pursuant to a publicly advertised Request for Proposals process, at a total guaranteed maximum price of $19.2 million, to implement certain energy conservation improvements at the Port Authority Bus Terminal/Lincoln Tunnel and the Port Authority Trans-Hudson Journal Square Transportation Center/Harrison Car Maintenance Facility, substantially in accordance with the terms outlined to the Board; and it is further

**RESOLVED**, that the form of any contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**THE WORLD TRADE CENTER – AUTHORIZATION OF JOINT VENTURE BETWEEN THE PORT AUTHORITY AND WESTFIELD**

In furtherance of the continuing discussions with the Board concerning its desires to attract private capital to the redevelopment of the World Trade Center site, to reduce the Port Authority's development risk and improve its capital capacity regarding the retail project, and to otherwise maximize the value of the retail project generally, it was recommended that the Board authorize a transaction between the Port Authority and Westfield America, Inc. ("Westfield") in which Westfield and the Port Authority would form a 50/50 joint venture to develop, lease, and operate the World Trade Center retail project (the "Transaction").

The retail project at the World Trade Center site (the "WTC Site") includes certain retail space to be located in the World Trade Center Transportation Hub (the "Transportation Hub"), Tower 1, Tower 2, Tower 3, and Tower 4 (collectively, all such space, the "Retail Premises"). The Retail Premises are expected to include approximately 364,805 square feet of Gross Leasable Area ("GLA") upon completion of its initial development phase, and approximately 456,261 GLA upon completion of its full development.

The Westfield Group, which is the parent of Westfield and is publicly traded on the Australian Stock Exchange (ASX Code: WDC), is a vertically integrated shopping center owner, developer and operator, which operates one of the world's largest shopping center portfolios with investment interests in 124 shopping centers across Australia, the United States, the United Kingdom, New Zealand and Brazil, encompassing around 25,000 retail outlets and total assets under management of $62 billion. The Westfield Group has developed and owns some of the most significant and valuable retail projects in the world, including recently developed Westfield London and Westfield Stratford City, two of the largest retail centers in Europe. Westfield's funding obligations are not contingent upon financing and it would fund its capital contributions entirely as equity.

Among the Port Authority's key objectives in developing the Transaction with Westfield were:

- Positioning the Retail Premises in the market with a private sector overlay and equity backing to increase its economic competitiveness.
- Acquiring best-in-class private sector expertise in development, leasing and management with a partner with a substantial economic interest in the Retail Premises and whose economic interests would be aligned with those of the Port Authority.
- Limiting the Port Authority's long-term financial risk in the Retail Premises while retaining an opportunity to realize a return on its substantial investment.

The Transaction would involve a joint venture arrangement (the "Joint Venture") between the Port Authority and Westfield in which Westfield would be a 50% participant and contribute $612.5 million to the venture during the course of construction and initial lease-up of the Retail Premises. This level of contribution by Westfield would represent an initial $1.225 billion participation basis for the project (the "Participation Basis"). The Port Authority would be entitled to additional earnout payments if certain metrics are met, thus increasing the

Participation Basis (as more fully described in "*Calculation of Contract Price Components: Initial Development Scope*"). This structure reduces the Port Authority's risk by monetizing a portion of the investment in the Retail Premises today, while retaining upside potential through the metric based earnout and the Port Authority's 50% share of future cash flows (as more fully described in "*Proposed Structure*").

The Transaction represents a major validation of the value of the retail components of the WTC Site, and the significant progress being made at the entire site, by:

- Attracting the largest private sector investment of new cash in the redevelopment of the WTC Site.
- Significantly reducing the Port Authority's development risk and maximizing its long-term capital capacity through Westfield's substantial investment and its expertise as one of the world's largest and most successful retail developers.

By putting in place one of the most critical pieces of the WTC "real estate puzzle", the Joint Venture would ensure the WTC Site's successful development and long-term financial viability. The Joint Venture signifies the resurgence of retail at the World Trade Center, with the potential to make Lower Manhattan one of the world's leading retail centers. In addition to maximizing value on the Retail Premises itself, Westfield would create a retail complex that would serve as an amenity to the entire World Trade Center development and would enhance its value to the Port Authority, enliven the streets and concourses of Lower Manhattan, and create a worldwide destination that would benefit the entire region.

**Overview of Key Economic Elements**

Key economic elements of the Transaction include:

- **Apportionment of Joint Venture Interests and Capital Funding:** In return for its $612.5 million investment, Westfield would receive a 50% share of future cash flows and capital events proceeds in the Retail Premises (with the Port Authority holding the other 50% share). The Port Authority would fund all remaining project costs to construct and initially lease-up the Retail Premises, with the exception of Tenant Allowances, where the Port Authority would pay 100% of the initial costs up to a budgeted amount, and the Port Authority and Westfield would share costs above that amount. See "*Tenant Allowances*". The Port Authority also would fund the cost of any future phases (e.g., Tower 2 above-grade retail) subject to an additional value-based 50% contribution by Westfield. See "*Capital Contributions*" and "*Cash Flow Distributions*".
- **Timing of Westfield's Investment:** Westfield would fund approximately $100 million of equity at Closing (with a credit of approximately $6.1 million for money it has already spent in connection with the development, as provided in the capital contribution credit agreement described in "*Proposed Structure*"). It would then fund up to its full investment of $612.5 million in quarterly installments through construction and initial lease-up, as discussed below. Westfield, which is the top-most holding company for all Westfield North American properties and has a substantial net worth, would provide a corporate guaranty of the investment and other critical obligations of its single purpose

subsidiary created to undertake the Retail Project (defined in "*Proposed Structure*" below as "Westfield Member"). See "*Capital Contributions*" and "*Support of Each Member's Obligations*".

- **Preferred Return:** The full Participation Basis of $1.225 billion (of which Westfield would invest a 50% share) was determined on the basis of an investment in a fully constructed asset. Therefore, Westfield would receive a 6.5% preferred return on its capital contributions during construction of the Retail Premises. The Port Authority could choose to fund this preferred return through the Port Authority's share of future cash flow distributions in the early years of property operations or towards the end of construction as a credit against the remaining Westfield contribution. See "*Westfield Capital Return*".

**Summary of Operational Elements of the Transaction**

The overall operational elements of the Transaction (as more fully described in "*Overview of the Transaction*") include:

- **Net Lease:** The Joint Venture would be the sole owner of another entity (the "Net Lessee") that would lease the Retail Premises from the Port Authority under the terms of a net lease similar to the other net leases currently in place at the World Trade Center. The Net Lease would have a ground rent of $1.00 per year (similar to the approach to the joint venture with the Durst Organization at One World Trade Center), which provides for the economics of the Transaction to be determined at the Joint Venture level. See "*Retail Net Lease*".

- **Decision-Making:** While Westfield would be the managing member of the Joint Venture and direct all day-to-day activities of the leasing, management and operation of the Retail Premises, the Port Authority would retain approval rights over all Major Decisions, including financing, dispositions and annual operating budgets (see "*Major Decisions*"). If the parties are unable to reach agreement on a Major Decision, Westfield and the Port Authority would attempt to resolve any such deadlock through an escalating resolution process and, if the dispute cannot be resolved, the proposed action would not be taken. Other disputed matters would be resolved through a similar escalating resolution process and, if such efforts are unsuccessful, such disputes would be resolved through binding arbitration. See "*Dispute Resolution*".

- **Property Management and Leasing; Development Services:** The Joint Venture (through its wholly-owned subsidiary, the Net Lessee) would engage Westfield to provide development advisory services, property management services, and leasing services for the Retail Premises, and would also enter into a contract with a Port Authority entity to complete construction of the Retail Premises.

    - For such services, Westfield would receive limited development fees and staff reimbursements during construction, standard New York City leasing commissions, and a standard property management fee. See "*Compensation and Expense Reimbursement*".

- Should the Port Authority believe that Westfield is in material default in its performance as property manager, the Port Authority would have the ability to appoint a "shadow manager" to manage the property while the dispute is being resolved, with Westfield returning 25% of any property management fees earned during this period in the event the dispute resulted in its termination as property manager. See "*Default/Termination*".

- **Retail and Signage/Special Events Exclusivity:** In return for Westfield's substantial investment, the Joint Venture would have, in general, the exclusive right to all retail at the WTC Site as well as rights for signage, advertising and special events (e.g., seasonal markets and holiday fairs), and kiosks/merchandising units in the public areas of the project.

  - Westfield has projected a substantial amount of revenue from these activities, which would be monetized as part of its $612.5 investment and offer substantial future upside. See "*Branding and Signage*" and "*Specialty Leasing, Advertising and Special Events Plan*".

  - The exclusive right does not include certain areas, like the plazas adjacent to One World Trade Center, the Memorial and a limited amount of retail at the Tower 5 site. See "*Exclusivity*".

  - Westfield and the Port Authority would develop general parameters with respect to Westfield entry signage/branding components, with the overall goal of attempting to recognize the Westfield Member's desire to develop a branding and design solution for the Retail Premises while being sensitive to the complexities and historic significance of the multi-stakeholder WTC Site. See "*Branding and Signage*".

**<u>Transaction Addresses Key Port Authority Issues</u>**

While the Port Authority would accomplish its key objectives of maximizing capital capacity and realizing the commercial potential of the Retail Premises through the structure summarized herein, the Transaction also addresses several other matters that are of utmost importance to the agency, including:

- **Sale/Transfer and Financing Flexibility** The Joint Venture Agreement would allow the Port Authority to (i) bring in a partner for up to 50% of its interest in the Joint Venture after closing without Westfield's approval, and (ii) sell up to 100% of its interest in the Joint Venture following stabilization with the prior consent of Westfield, without a Westfield right of first offer or right of first refusal. The Joint Venture Agreement also would provide the Port Authority with the ability to require that the Joint Venture pursue certain nonrecourse financing options after project completion. Westfield would have similar sale/transfer rights (subject to similar Port Authority consent rights), although it can only sell or transfer control of its entity to a qualified shopping center operator that meets certain key parameters. See "*Transfers to Qualifying Affiliates*" and "*Permitted Transfers*".

- **Flexibility to Incorporate Future Phases:** While the initial portion of the Retail Premises (approximately 281,118 GLA) is intended to be delivered close to the opening of the Transportation Hub as described below, the Transaction provides significant flexibility with mechanisms to incorporate the following portions of the Retail Premises to be delivered at a later date: (i) retail to be located above grade in Tower 3 (approximately 59,383 GLA), (ii) North Temporary Access retail (approximately 19,426 GLA), (iii) retail to be located within potential future lobby space within Tower 2 (approximately 4,878 GLA), and (iv) retail to be located above grade in Tower 2 (approximately 96,334 GLA). From a financial perspective, Westfield's initial investment of $612.5 million assumes items (i), (ii), and (iii) above would be delivered as planned within two years from the delivery of the initial portion of the Retail Premises, and Westfield would fund the portion of the $612.5 million related to those spaces upon delivery of each space (see "*Capital Contributions*"). The Transaction documents would contain two provisions related to this flexibility to incorporate future phases:

    - *Dilution option:* Recognizing it is difficult for Westfield to commit to future capital contributions in an uncertain timeframe, Westfield would, under limited circumstances, have the option to dilute its interests in the entire project in lieu of making a capital investment in the above-grade Tower 3 retail if such space is delivered two years later than projected, and would also have a dilution option with respect to the Tower 2 above-grade retail space if that space is delivered later than 2030. See "*Westfield Member's Dilution Option (Tower 2 Above Grade and Tower 3 Above Grade)*".

    - *Future valuation process:* As there is no certainty to the timing of the construction of Tower 2 and its retail space, the Joint Venture would establish a future valuation methodology to determine Westfield's capital requirement for the Tower 2 retail. The actual cap rate used by Westfield in its publicly disclosed financial statements would be applied to actual income derived from the portions of the Retail Premises that have then reached stabilization to determine valuation. This cap rate is publicly reported in the Westfield Group's annual reports and calculated through an independent process as mandated by applicable securities regulations. This process would also apply if the Tower 3 above-grade retail space was delivered two years later than projected. See "*Alternative Valuation Procedure*".

- **Construction Delivery:** The "grand opening" of the initial portion of the Retail Premises is currently anticipated to occur between March and May 2015, after the Transportation Hub is completed. There would be no liquidated damages that would apply in the event of any delay in the "grand opening." If the "grand opening" were to be delayed by more than two years from the currently scheduled delivery (i.e., a delay beyond May 31, 2017), Westfield would have the right to require the Port Authority to unwind the Transaction by repurchasing Westfield's interest at an 8% return to Westfield. However, the Port Authority would have the right to extend the date of this unwind by six months if it reasonably determines that the "grand opening" would occur within such six-month period. Additionally, the Port Authority would have the right to deliver up to five percent of the aggregate demised tenant space late and still achieve the required delivery condition and grand opening requirements. See "*Late Delivery*".

**History and Background of the Retail Joint Venture**

On July 24, 2001, the retail portions of the then-existing World Trade Center were net leased to a Westfield affiliate as part of the 2001 omnibus net leasing transaction, which also included the net leases of the office components to affiliates of Silverstein Properties, Inc. ("SPI"). On December 1, 2003, to facilitate the redevelopment of the WTC Site after the terrorist attacks of September 11, 2001, the Port Authority purchased from Westfield 100% of the membership interests in the retail net lessee and provided Westfield with a right of first offer to re-acquire an interest in any redeveloped retail at the WTC Site (the "2003 ROFO"). The Transaction would eliminate the 2003 ROFO, so that the Port Authority would be able to further monetize its interest in the Retail Premises in the future by transferring all or a portion of its remaining share of the joint venture, as more fully described in "*Transfers to Qualifying Affiliates*" and "*Permitted Transfers*".

At its January 4, 2008 meeting, the Board initially authorized a transaction in which the Port Authority and Westfield would establish a joint venture for the development, leasing and management of the Retail Premises. Due to uncertainty related to the development of the World Trade Center East Side (which contains the majority of the Retail Premises), the discussions concerning that initial joint venture transaction were suspended. After the approval of a revised World Trade Center East Side Site Development Plan at the August 26, 2010 Board meeting, Westfield and the Port Authority recommenced joint venture discussions with the desire to effectuate the Transaction.

**Proposed Structure**

The Transaction would involve the Port Authority and Westfield forming a joint venture to indirectly hold the retail net lessee's interest in the WTC Site and Westfield participating and/or advising in the development, leasing and operation of the Retail Premises.

In connection with the closing of the Transaction (the "Closing"):

1. The Port Authority would create a new single-purpose Delaware limited liability company wholly-owned by the Port Authority to act as its member in the Joint Venture (the "Port Authority Member"), and Westfield would create its own single purpose entity ("Westfield Member") to act as the other member in the Joint Venture (the Port Authority Member and Westfield Member, each, a "Member").

2. The Members would create the Joint Venture entity and each would receive a 50% interest in the Joint Venture. The Members would operate the Joint Venture pursuant to a Limited Liability Company Agreement of the Joint Venture (the "Joint Venture Agreement"). The Members would also create another new single-purpose Delaware limited liability company, which would be wholly-owned by the Joint Venture and would act as Net Lessee. This structure is designed to provide flexibility for the Port Authority to seek and obtain future financings, admit substitute members, and otherwise monetize its interest in the Retail Premises in the future.

3. The Port Authority, as net lessor, and the currently-existing net lessee, WTC Retail LLC ("PA Retail"), which is wholly-owned by the Port Authority, would terminate the existing retail net lease, and the Port Authority and Net Lessee would enter into the new retail net lease for the Retail Premises (the "Retail Net Lease"). As a result, the Joint Venture entity would hold, indirectly through Net Lessee, 100% of the retail net lessee's interest in the Retail Premises.

4. PA Retail would enter into a new construction agreement (the "Construction Agreement") with the Net Lessee, whereby PA Retail would retain all existing obligations related to the development of the Retail Premises and would be obligated to complete the construction of the Retail Premises in exchange for payments from Net Lessee. The initial capital contributions of the Members to the Joint Venture ($100 million from each Member) would be contributed to the Net Lessee at Closing and immediately paid to PA Retail as an initial payment toward the construction costs of the Retail Premises. The net effect of such initial contributions and payments would be that the Port Authority (through PA Retail) would receive $100 million at Closing. The Port Authority Member and Westfield Member would each be responsible under the Joint Venture Agreement for funding their respective pro rata shares of venture costs as construction and leasing continues, as more fully described in "*Payment of Contract Price*".

In addition to Westfield's up-front payment and development funding obligations, the Joint Venture Agreement and the Construction Agreement would provide for potential "earnouts" to be paid by Westfield to the Port Authority if the retail project outperforms certain targets at stabilization. Those payments would have the effect of increasing the Participation Basis and are more fully described in "*Calculation of Contract Price Components: Initial Development Scope*".

**Overview of the Transaction**

The Retail Premises are being constructed as part of the construction of Towers 1, 2, 3 and 4 and the Transportation Hub, and will therefore be completed and ready for occupancy in phases (each, a "Phase"). The initial Phase of construction (the "Initial Development Scope") would consist of the retail areas located in the Transportation Hub, the retail areas located below-grade in Towers 1, 2, 3 and 4, the above-grade retail areas located in Tower 4, and Cortlandt Way (for specialty leasing and events purposes only). These areas total approximately 285,996 GLA, including approximately 4,878 GLA comprising below-grade space in Tower 2 that has been designed for future use as part of the Tower 2 office lobby (the "Tower 2 Lobby Conversion Space"), but which may, under certain circumstances, temporarily be included in the Retail Premises.

The Phase consisting of the 59,383 GLA of above-grade retail areas located in Tower 3 ("Tower 3 Above Grade") may be ready for occupancy at the same time as the Initial Development Scope or it may be ready for occupancy as part of a different Phase, depending on the status of construction of Tower 3, as follows: (a) if Tower 3 is continuing to be built to completion as an office tower ("Full Build"), the Tower 3 Above Grade would be ready for occupancy along with the completion of Tower 3; and (b) if only the lower floors of Tower 3 are

being constructed ("Capped Podium"), Tower 3 Above Grade may be ready for occupancy as part of the Initial Development Scope, or may be deferred as a later Phase.

The Phase consisting of 19,426 GLA of the Retail Premises currently known as the north temporary access corridor to the Transportation Hub (the "NTA Retail Space") for retail purposes is currently expected to be delayed relative to the remainder of the Initial Development Scope and is expected to be delivered in 2017.

Each of the foregoing Phases (Initial Development Scope, Tower 3 Above Grade, NTA Retail Space and Tower 2 Lobby Conversion Space) totaling 364,805 GLA would be included in the calculation of the Participation Basis. The Phase consisting of 96,334 GLA to be constructed above-grade in Tower 2 ("Tower 2 Above Grade") would be added to the Retail Premises for an additional payment by Westfield Member (i.e., it is not included in the initial Participation Basis) based on a valuation of such additional space at the time.

The Joint Venture Agreement and the Construction Agreement would contain the essential financial agreements between the Members, including provisions for crediting the Westfield Member with a preferred return on its investment for all periods prior to the opening of each Phase, payment of additional earnouts to PA Retail in the event that net operating income at stabilization of any Phase exceeds certain thresholds, and the management of the Joint Venture by the Westfield Member subject to the Port Authority Member's involvement in certain decisions.

The Joint Venture's rights in the Retail Premises, through Net Lessee, would be set out in the Retail Net Lease, which would provide Net Lessee with the exclusive right to conduct retail activities at the WTC Site (except for certain ancillary retail areas in office and other buildings, and subject to certain "Excluded Areas" such as the Memorial and certain retail which could be separately developed as part of Tower 5).

The Joint Venture would develop, lease and operate the Retail Premises pursuant to the Joint Venture Agreement, the Retail Net Lease, a Development Services Agreement (the "Development Services Agreement") between Net Lessee, as owner, and Westfield, LLC, as development advisor ("Development Advisor"), and a Property Management and Leasing Agreement (the "Property Management and Leasing Agreement") between Net Lessee, as owner, and Westfield, LLC, as property manager and leasing agent ("Property Manager").

In order to assure that the various Westfield and Port Authority entities satisfy their respective obligations to each other, Westfield and the Port Authority would each enter into a "Support Agreement" pursuant to which each party would agree to fund its affiliates as necessary to permit such affiliates to meet such obligations.

**Proposed Documents**

The Transaction would be effectuated through the Construction Agreement, the Joint Venture Agreement, the Property Management and Leasing Agreement, the Development Services Agreement, the Retail Net Lease, and the two Support Agreements (collectively, the "Operative Documents"), together with such other ancillary agreements as are necessary (with

the Operative Documents, collectively, the "Transaction Documents"). This section describes the principal provisions of the Operative Documents that the Port Authority (directly or through the Port Authority Member, Net Lessee and PA Retail) would enter into in connection with the Transaction and certain related matters.

Construction Agreement

*Phased Construction*

The Retail Premises would be constructed by PA Retail on a phased basis in the following four Phases: (i) Initial Development Scope; (ii) NTA Retail Space; (iii) Tower 3 Above Grade; and (iv) Tower 2 Above Grade. In addition, the Tower 2 Lobby Conversion Space, which is part of the Initial Development Scope, would be treated as a separate Phase. PA Retail's construction obligations for each Phase would consist of the Core and Shell/Base Building Fit-Out and the Site Improvements for such Phase. The "Core and Shell/Base Building Fit-Out" would mean, with respect to each Phase, the construction of all improvements to be incorporated into such Phase in accordance with the applicable project plans and specifications for such Phase, but excluding in each case all retail tenant improvements. The "Site Improvements" for each Phase would mean certain improvements to be constructed outside such Phase which would reasonably be required to provide access, support, utilities, and mechanical systems necessary for the anticipated use of such Phase. The Site Improvements for the Retail Premises as a whole would mean primarily: (i) Transportation Hub Concourses (North/South and East/West Concourses); (ii) the Oculus; (iii) access to the loading docks in Towers 1, 2 and 3/4; (iv) certain shared or common entrances, service corridors, elevators and means of egress; and (v) certain portions of at-grade sidewalks to be located in or adjacent to Cortlandt Way, Dey Street and the Hub plaza in the East Bathtub. The Site Improvements for any Phase would be as shown on a Site Improvements Plan for such Phase to be agreed upon by the Port Authority Member and the Westfield Member prior to Closing as further described below. PA Retail would be obligated to construct the Site Improvements for each Phase substantially in accordance with the Site Improvements Plan for such Phase.

The basic obligation of PA Retail would be to deliver each Phase in Tenant Ready Condition, at which point the applicable Phase would be turned over by PA Retail to the Net Lessee in order to begin the retail tenant fit-out process. In concept, the definition of "Tenant Ready Condition" would mean the completion of certain components of the applicable Phase in accordance with the applicable plans and specifications, absence of interference from on-going construction activities, installation of all utilities and systems, access and logistical support relating to tenant fit-out work, and availability of freight elevators and loading docks. The obligation of PA Retail to deliver each Phase in Tenant Ready Condition would include the obligation to deliver the applicable Site Improvements.

Following delivery of a Phase in Tenant Ready Condition, PA Retail would remain obligated to provide the Net Lessee with logistical support in connection with tenant fit-out work, and to cause Substantial Completion and Final Completion to occur. In concept, "Substantial Completion" would mean the completion of the applicable Phase and its related Site Improvements in accordance with the applicable plans and specifications to a point at which opening of the Phase to the public for the intended retail operations is achievable. "Final

Completion" would require completion of all construction and punch-list items for the Phase and related Site Improvements.

To provide flexibility for PA Retail in terms of delivery of the Phases and the Site Improvements, the Construction Agreement acknowledges that certain limited areas may not be completed or available for use or access at various stages in the construction process. The principle is that PA Retail should not be treated as having failed to satisfy a particular delivery condition (e.g., Tenant Ready Condition, Substantial Completion, etc.) because certain limited elements (primarily in the Site Improvements) are not completed as long as the unfinished elements do not materially interfere with the requirements of retail fit-out or operation at the applicable stage of development.

*Costs of Development; Participation Basis*

The Westfield Member is not required to pay more than its share of the Participation Basis with respect to the construction, lease-up and pre-opening operating costs of the Retail Premises. Accordingly, PA Retail would be responsible for all construction costs and overruns in achieving Final Completion of the Initial Development Scope, and, through a credit against the Contract Price for any development costs paid directly by Net Lessee (i.e., Owner Project Costs, as defined in "*Capital Contributions*"), all costs of the initial lease-up of the Retail Premises (except as specified under "*Tenant Allowances*"), to the extent the same in the aggregate would exceed the agreed Participation Basis.

The Participation Basis was determined based upon the premise of a completed asset, and therefore the Joint Venture Agreement provides that the Westfield Member would be entitled to a 6.5% preferred return on its capital contributions during construction of the Retail Premises, which preferred return would continue through the Deemed Opening Date (or later with respect to unfinished elements). So that the Westfield Member would share risk with the Port Authority Member, the 6.5% preferred return ends at a "Deemed Opening Date" which is expected to occur (whether or not actual opening occurs) within a fixed time frame after delivery of the applicable Phase in Tenant Ready Condition. In other words, if PA Retail performs its construction obligations and delivers the applicable Phase in Tenant Ready Condition, then the Westfield Member's 6.5% preferred return would end. The burden of any operating losses would be borne by the Members in accordance with their respective percentage interests. The Westfield Member's 6.5% preferred return would be paid either by way of a credit toward Westfield's capital contribution requirements or by directing cash flow distributions to Westfield which would otherwise be paid to the Port Authority Member in the early years of operations.

*Tenant Allowances*

To align the interests of the Port Authority and Westfield with respect to leasing the Retail Premises, Westfield would share in the obligation to fund certain costs associated with initial and on-going tenant allowances. With respect to tenant allowances incurred in connection with the initial lease-up of the Retail Premises ("Initial Lease-Up TAs"): (i) the Port Authority would pay 100% of all Initial Lease-Up TAs up to the first $69 million of Initial Lease-Up TAs incurred; (ii) the Port Authority and Westfield would share the next $41 million of Initial Lease-Up TAs incurred on a 75/25, pro rata per dollar basis; (iii) and the Members would share all

remaining Initial Lease-Up TA costs on a 50/50, pro rata per dollar basis. For all leasing of the Retail Premises following the initial lease-up, the Members would share any tenant allowances on a 50/50, pro rata per dollar basis.

*Development and Construction Services*

PA Retail would: (i) oversee development and construction of the Core and Shell/Base Building Fit-Out and the Site Improvements for each Phase, which are being performed by SPI and its contractors and the Port Authority and its contractors, and monitor the performance of such work to ensure it meets the standards of the applicable project plans and specifications; (ii) obtain necessary consents, approvals, licenses and other authorizations necessary for such construction, (but not in connection with approvals for signage, advertising, specialty leasing and events); (iii) pay all Project Costs other than Owner Project Costs; (iv) ensure that construction complies with the applicable project documents; (v) provide Net Lessee and retail tenants with logistical support for the construction of tenant improvements; (vi) obtain and deliver applicable close-out items; (vii) incorporate the infrastructure needed to implement the specialty leasing, advertising and special events plan and the physical components of the wireless network as set forth in that certain Telecommunications Network Access Agreement dated as of August 26, 1999 by and between the Port Authority and New York Telecom Partners, LLC, as amended; and (viii) construct the Tower 2 freight elevators and the loading docks at Towers 1, 2, 3 and 4 that will serve the Retail Premises.

*Payment of Contract Price*

The method through which the Westfield Member would contribute toward payment of construction costs for the Retail Premises involves making capital contributions to the Joint Venture. Subject to certain exceptions (see "*Class A and Class B Assets*"), capital contributions for construction costs would be made by the Port Authority Member and the Westfield Member on a 50/50 basis. Using capital contributions from the Members, the Joint Venture would then fund the obligations of the Net Lessee to pay the agreed amounts (the "Contract Price") to PA Retail for construction of the Retail Premises. This structure permits capital contributions applicable to the relevant Joint Venture assets (see "*Class A and Class B Assets*") to be in a 50/50 ratio so that capital accounts remain in appropriate balance for partnership tax and accounting purposes, while providing a mechanism for the Port Authority (through PA Retail) to be reimbursed for Project Costs in amounts that add up, when combined with the budgeted Owner Project Costs that will be paid by the Joint Venture directly, to the agreed $1.225 billion Participation Basis. Although there are limited mechanisms for the Contract Price to be adjusted (see "*Calculation of Contract Price Components*"), the fixed Contract Price is also the mechanism that makes any excess Project Costs and Owner Project Costs above the agreed Participation Basis the responsibility of PA Retail. A detailed description of the calculation of the various components of the Contract Price is set forth below in the section entitled "*Calculation of Contract Price Components*".

*Change Orders*

The Westfield Member would have approval rights over certain change orders (i.e., what has been defined "Material Change Orders") which can potentially relate not only to the Retail

Premises itself, but also to the Site Improvements, which approval would not be unreasonably withheld. Examples of what constitute Material Change Orders depend in part on whether or not the change affects the Retail Premises or other space. Examples that would constitute Material Change Orders within any space to be leased to a retail tenant include without limitation (i) a change in the total area (usable square feet) of space (other than *de minimis* amounts), and (ii) a change in interior/exterior storefront dimensions (other than *de minimis* amounts). Examples that would constitute Material Change Orders within the Transportation Hub or publically accessed areas include without limitation (i) a material change in storefronts, and (ii) a change in vertical and horizontal circulation. Examples that would constitute Material Change Orders within retail support space include without limitation a change in the path of travel to retail leasable areas, a material change in corridor door widths and height, and a material change in area (usable square feet) and ceiling height of Management Office, Control Room, support areas and storage. The Westfield Member would be required to be reasonable with respect to approving Material Change Orders. There is a specific process to expedite the change order process (and potential deemed approval) in the case of required field changes, which requires PA Retail to provide the Westfield Member's design consultant with a reasonable description of the issue to be addressed, the alternative options to address such issue, the cost, benefits and drawbacks of each such option, and the effect of each such option on applicable the plans and specifications, and which further requires PA Retail to consult with Westfield Member's design consultant and/or the Westfield Member about such options.

*Revenue Enhancement Change Orders*

The Joint Venture Agreement provides a detailed process for the Members to propose Revenue Enhancement Change Orders, which are change orders intended to enhance the design or scope of a Phase to generate additional operating cash flow for Net Lessee. The process would involve notice and consultation regarding the cost, benefit, and feasibility of the proposed change, and a process for interactions (through PA Retail) with the construction manager, contractors, and subcontractors. Revenue Enhancement Change Orders would constitute Major Decisions, so the approval of both Members would be required to implement any Revenue Enhancement Change Order. If approved as a Major Decision, any costs associated with any Revenue Enhancement Change Order would be borne by the Members on a 50/50 basis.

*Certain Port Authority Rights Regarding Changes*

If required to serve a valid governmental purpose (e.g., accommodating the Port Authority Police Department or the New York City Police Department), the Port Authority would have the right to in good faith make changes to the retail development at the WTC Site. PA Retail would implement such changes, provided that (i) such action would not be for the primary purpose of benefiting any commercial interests at the WTC Site or the Performing Arts Center ("PAC"); (ii) PA Retail has consulted with the Net Lessee to mitigate or avoid such changes; (iii) PA Retail would take reasonable measures to mitigate any impact of any action on the project; and (iv) the Port Authority pays the Net Lessee compensation for any adverse economic consequences.

*Timing of Construction and Completion of each Phase*

The process of delivery of each Phase would begin with a notice from PA Retail to the Net Lessee, setting out an anticipated opening date for such Phase, which would be at least eighteen months after the date of such notice. With respect to the Initial Development Scope, the Construction Agreement identifies each tenant space as being required either twelve months prior to opening ("12-Month Build Out Space"), ten months prior to opening ("10-Month Build Out Space"), or four months prior to opening ("4-Month Build Out Space"). PA Retail would deliver the Phase in Tenant-Ready Condition, and Net Lessee would construct the tenant improvements for the tenant space in such Phase with the objective of opening all or substantially all of such tenant space at the same time within twelve months following such delivery. Approximately four months before the anticipated opening date, PA Retail and Net Lessee would agree upon the target opening date for such Phase, and provide any retail tenants with notice of such opening date. Failure of PA Retail to deliver the applicable Phase in Tenant-Ready Condition by the date specified in the four-month notice would result in any Tenant-Delay Penalties (defined in "*Late Delivery*") due to any retail tenant as a result of the delayed opening would be borne by PA Retail.

The "Deemed Opening Date" for each Phase would be the latest to occur of: (i) the date that is at least twelve months after PA Retail delivers the 12-Month Build Out Space in Tenant-Ready Condition, at least ten months after PA Retail delivers the 10-Month Build Out Space in Tenant-Ready Condition, and at least four months after PA Retail delivers the 4-Month Build Out Space in Tenant-Ready Condition; (ii) the date that is thirty days after the Substantial Completion Date of such Phase; and (iii) the date that is eighteen months after the Westfield Member would have received notice of the target grand opening date or opening date for such Phase. The applicable Deemed Opening Date would be extended on a day for day basis if: (x) a delay is caused by PA Retail's failure to provide specified support for the construction of tenant improvements, or (y) the Deemed Opening Date falls within a Lockout Period (as defined in "*Lockout Period*"). Notwithstanding whether the foregoing conditions have been satisfied, the Deemed Opening Date will be deemed to have occurred on the date on which a Phase actually opens for business (except for early opening of coffee shops or convenience retail to serve commuters). However, the Deemed Opening Date for the Initial Development Scope would not occur unless the Transportation Hub is open to the public as a transportation center.

*Late Delivery*

PA Retail is not liable to the Net Lessee or the Westfield Member for liquidated damages or other delay penalties in the event of late delivery of any Phase, except as described in this section. If Net Lessee has entered into retail leases which provide for penalties by reason of a delay in the Grand Opening or Opening, as applicable ("Tenant-Delay Penalties"), then PA Retail would pay for any such Tenant-Delay Penalties in the form of a reduction of the Contract Price Component for the applicable Phase. However, Westfield Member would be required to direct Property Manager under the Property Management and Leasing Agreement to minimize all such damages.

In addition, until the Deemed Opening Date (or later with respect to unfinished elements): (i) the Joint Venture would continue to pay to the Westfield Member the Westfield

Capital Return (defined in "*Westfield Capital Return*") on account of any Class A capital contributions (as defined in "*Class A and Class B Phases*") paid under the Joint Venture Agreement on account of the costs for such Phase, (ii) PA Retail would continue to pay Project Costs due on account of such Phase, and (iii) during construction prior to the Deemed Opening Date of a Phase, PA Retail would be responsible for Net Lessee's compliance with the insurance requirements set forth in the Retail Net Lease.

*Space Permitted to be Late*

Certain portions of the Retail Premises may not be available for delivery to the Net Lessee in Tenant-Ready Condition or would not satisfy the conditions of Substantial Completion, as the case may be, at the same time as the balance of the Initial Development Scope. In order to address certain unforeseen conditions, PA Retail would be permitted to deliver limited portions of a Phase late, provided that such space consists entirely of demised tenant space within such Phase and does not exceed in the aggregate five percent (5%) of the aggregate demised tenant space within such Phase ("Delayed Delivery Space"). Delivery of a Phase in Tenant-Ready Condition or in satisfaction of Substantial Completion would be deemed to have occurred with respect to such Phase notwithstanding the failure to deliver Delayed Delivery Space. For any Delayed Delivery Space, Westfield Member would continue to receive the Westfield Capital Return on an amount equal to the product of (i) the quotient obtained by dividing the gross leasable area of the applicable Delayed Delivery Space by the gross leasable area of the applicable Phase, and (ii) the Westfield Member's Class A capital contributions made to fund the Contract Price and Owner Project Costs for the applicable Phase for a period to reflect the actual delay in delivery.

In addition, Property Manager would use good faith efforts to arrange for and cause certain coffee shops, newspaper stands, drug stores, and other similar convenience or service stores intended primarily to serve commuters, and which are located in the East-West concourse and potentially other areas of the Transportation Hub, to open prior to the Grand Opening Date for use by commuters and others utilizing the Transportation Hub.

Notwithstanding the foregoing, if PA Retail fails to deliver any Delayed Delivery Space in Tenant-Ready Condition by the date that is nine months after the Deemed Opening Date for the balance of the space within such Phase, then the Contract Price Component for such Phase would be adjusted based on the fair market rental value of such space, the number of days from the Initial Tenant-Ready Condition Date until the date such Delayed Delivery Space is delivered by PA Retail in Tenant-Ready Condition, and the portion of the Contract Price Component allocated to such space.

*Westfield Buyout Right*

If the Deemed Opening Date for the Initial Development Scope does not occur by May 31, 2017 (i.e., two years beyond the currently-projected opening date), subject to an additional six month extension if certain conditions (i.e. if the Port Authority reasonably determines that the Deemed Opening Date would occur within six months after Westfield's election) are met, the Westfield Member would have the right to require the Port Authority Member to purchase the Westfield Member's entire membership interest for a buyout price equal to the amount necessary

for Westfield Member to achieve an 8% internal rate of return on all capital contributions made by Westfield Member as of the effective date of the buyout (the "Buyout Purchase Price").

*Lockout Period*

Consistent with standard retail industry practices, the Westfield Member would not be required to cause any Phase to open between either (i) April 15 and August 15 of any calendar year or (ii) November 15 of any calendar year and February 15 of the following calendar year (together, the "Lockout Period").

*Tenant-Ready Condition/Substantial Completion/Final Completion*

When PA Retail believes that it has achieved each of Tenant-Ready Condition, Substantial Completion, and Final Completion, it would give written notice to the Net Lessee and the parties would undertake an inspection and punch-list process until agreement is reached that the applicable condition has been achieved. PA Retail would use commercially reasonable efforts to deliver certain specified close-out items for each Phase following the Opening Date for such Phase.

*Books and Records*

Each of PA Retail and Net Lessee would keep all books of accounts and records showing the Project Costs paid by such party on a cash basis. Either party would have reasonable access to such books and records upon at least two business days written notice. Each party would have such party's books and records audited at least once each calendar year, and a copy of the annual audited financial statements would be submitted promptly to both parties. Net Lessee would provide necessary financial information in sufficient time for the Port Authority to issue timely and accurate financial statements in accordance with Port Authority practice.

*No Port Authority Warranties*

PA Retail would assign to the Net Lessee all warranties and other contract rights, and would cooperate with the Net Lessee in the pursuit of any remedies in connection with defects, but PA Retail would have no other liability to the Net Lessee with respect to any faults, errors, omissions, or other defects in any Phase which may be discovered following Final Completion of such Phase. Net Lessee may inspect the Retail Premises at all reasonable times during construction, but the responsibility of PA Retail would not be relieved by Net Lessee's review or approval of any construction or construction schedule.

*Self-Help for Punch-List Items*

Net Lessee would have certain limited self-help rights in the event of any default in the timely completion of "punch-list" items required to complete the retail tenant fit-out work performed under the Turner-Tishman CMA (as defined in "*Port Authority Decision Rights*"), provided that such self-help rights may only be exercised after providing PA Retail with notice of intention to exercise such rights thirty days, and again ten days, prior to exercising such rights. In the event that the Construction Agreement is terminated, Net Lessee would be entitled to

employ another contractor to complete the work and no additional payments would be made to PA Retail. Upon Final Completion, if (i) the total amount paid by Net Lessee to PA Retail plus (ii) the amount of expenses incurred by Net Lessee to achieve Final Completion (together with any loss or damage) would exceed the sum paid to PA Retail and the unpaid balance of the Contract Price, then PA Retail would pay the excess to the Net Lessee plus interest.

*Dispute Resolution*

In the event of a dispute or disagreement relating to (i) satisfaction of Tenant-Ready Condition, (ii) achievement of Substantial Completion, (iii) achievement of Final Completion, or (iv) determination of the Deemed Opening Date, a designated representative of each of the Port Authority and the Westfield Member would meet within ten business days to negotiate in good faith to resolve such dispute or disagreement. If resolution is not reached within fifteen days after the initial meeting, then the Director of World Trade Center Redevelopment of the Port Authority and the President of U.S. Operations of Westfield would meet. If resolution is not reached within thirty days after the initial meeting, then the Executive Director of the Port Authority and the chief executive officer of the Westfield Group would meet. If resolution is not reached within forty-five days after the initial meeting, then PA Retail and/or the Retail Lessee may elect to resolve such dispute through binding arbitration. The third-party arbitration would be administered by JAMS under its arbitration rules and would take place in New York, New York.

<u>Joint Venture Agreement</u>

*Class A and Class B Phases*

The Retail Premises would be developed and constructed on a phased basis pursuant to the Construction Agreement. For purposes of determining capital contributions, distributions, tax allocations, property management responsibilities, and other allocations of rights and obligations under the Joint Venture Agreement, each Phase would be characterized as either a Class A Phase (i.e., a Phase for which both Members would be required to make capital contributions and be entitled to receive distributions in proportion to their respective Class A percentage interests, which are initially 50% for each Member) or a Class B Phase (i.e., a Phase which would permanently or temporarily be operated for the sole benefit of the Port Authority and for which only the Port Authority Member would be required to make capital contributions and be entitled to receive distributions, and which Property Manager would manage on an incentive fee basis (see "*Incentive Management of Class B Phases*")). The purpose of this distinction is to permit the Port Authority to cause some retail areas to be occupied and open for business as part of the Retail Premises even if such areas are not then permanent and therefore would not be ready for investment by Westfield. The Initial Development Scope would be a Class A Phase. Any Phase which is temporary or which may be temporary (such as the Tower 2 Lobby Conversion Space) would be a Class B Phase.

The goal of the Joint Venture would be for all of the Phases to be Class A Phases which both Members share in on a pari passu basis. However, each of the following Phases could be Class B Phases, as to which the Port Authority Member would bear 100% of the economic benefits and burdens (including tax attributes) of ownership, for the time periods described

below: (i) in the case of a Full Build scenario, Tower 3 Above Grade would be a Class B Phase until the Deemed Opening Date for such Phase; (ii) in the case of a Capped Podium scenario, Tower 3 Above Grade would be a Class B Phase until the later of the Deemed Opening Date for such Phase and the Acceptable Delivery Conditions Date for such Phase (where potential construction overbuild from construction relating to the later Full Build of Tower 3 after the Tower 3 Above Grade has been delivered in a Capped Podium scenario could result in Acceptable Delivery Conditions not being met); (iii) Tower 2 Above Grade would be a Class B Phase, but only until the Deemed Opening Date for such Phase; and (iv) Tower 2 Lobby Conversion Space would be a Class B Phase, until the later of the Deemed Opening Date and the Acceptable Conditions Delivery Date for such Phase (where potential construction interference from construction of Tower 2 and the potential for the Tower 2 owner to recapture the Tower 2 Lobby Conversion Space from the Retail Premises could result in Acceptable Delivery Conditions not being met).

*Project Development Budget*

The "Project Development Budget" for each Phase would include all costs for pre-opening development and management services that would be incurred by the Net Lessee during the period (i) for the Initial Development Scope, prior to Grand Opening, or (ii) for each other Phase, prior to the Opening of such Phase. These costs would be paid for 100% by the Port Authority Member, and the Westfield Member would be able to spend in accordance with the mutually agreed-upon Project Development Budget. The Project Development Budget for the Initial Development Scope would include all start-up personnel (leasing, property management, tenant coordination) phased-in over the three year pre-opening period. Other costs set forth in the Project Development Budget for the Initial Development Scope include marketing/advertising, site office expenses, leasing procurements and management income capital expenditures. During the period prior to Opening, the Port Authority will approve a marketing plan/budget and retains the right to review and approve any changes thereto and the pre-opening plans/budget.

*Capital Contributions*

At Closing, the capital accounts of both the Westfield Member and the Port Authority Member would be credited with an approximately $100 million initial capital contribution. The Members would fund the Contract Price and Owner Project Costs for all Phases, over time, in proportion to their respective Class A and Class B percentage interests (see "*Class A and Class B Assets*"). Costs incurred by or on behalf of the Net Lessee (i) in the development, construction management, leasing, pre-opening operating, and pre-opening marketing of each Phase, (ii) to deliver such Phase in Tenant-Ready Condition, (iii) to achieve Final Completion of such Phase, and (iv) to satisfy the conditions for opening such Phase (collectively, "Owner Project Costs") would be funded in accordance with the Project Development Budget for the applicable Phase. The Members would also make capital contributions to fund post-opening operating expenses and capital expenditures on a quarterly basis to the extent provided in an agreed-upon operating budget for the Retail Premises.

Prior to each November 15 during the construction period, the Port Authority Member would create a schedule for capital contributions to fund the Contract Price Component for each

Phase during each fiscal year, and the Westfield Member would create a schedule of anticipated capital requirements. Such schedules would be modified from time to time as necessary.

Any Member would have the right to call for capital contributions to fund the Contract Price, but only the Westfield Member would have the right to call for other capital contributions. Notwithstanding the foregoing, if the Westfield Member fails to call when capital contributions are required for purposes set forth in the applicable operating budget, capital budget or other component of the Annual Plan (defined in "*Leasing Services*"), the other Member would be permitted to make a capital call for such purposes.

*Calculation of Contract Price Components*

The budgeted capital contributions to the Joint Venture by the Members will be used to pay both the Contract Price under the Construction Agreement and the Owner Project Costs (which are the non-construction costs of developing and leasing the Retail Premises). The following sections describe the method for determining the amount of the Contract Price that will be required to be paid by the Joint Venture to the Port Authority through PA Retail. As noted above, it is anticipated that the aggregate Contract Price, plus the budgeted Owner Project Costs which will be paid by the Joint Venture on a 50/50 basis, would add up to the agreed $1.225 billion Participation Basis.

*Calculation of Contract Price Components: Initial Development Scope*

The specific portion of the Contract Price allocable to each Phase would be known as a "Contract Price Component". For the Initial Development Scope (excluding Tower 2 Lobby Conversion Space), the Contract Price Component would be a fixed amount equal to $946.5 million. PA Retail would additionally be entitled to two possible earnout adjustments (the "Earnouts") to such Fixed Contract Price Component, which mechanisms would allow PA Retail to recoup additional funds expended on the Retail Premises if the performance of the retail operations were to exceed the financial projections on which the Participation Basis was originally determined. The Earnout on account of the Initial Development Scope would be based on the net operating income generated by the Initial Development Scope for the twelve month period (the "Stabilized NOI") following the earlier of (i) the first day of the quarter following the leasing of 95% of the retail space (not earlier than the first day of the first quarter following the first anniversary of the opening date of such Phase) and (ii) the first day of the first quarter following the second anniversary of the opening date of such Phase. If the Stabilized NOI attributable to the Initial Development Scope exceeds an amount equal to 8% of the sum of (i) the Fixed Contract Price Component; (ii) any additional costs paid by Net Lessee on account of certain change orders; and (iii) any Owner Project Costs funded by Westfield Member in excess of the amount Westfield Member is obligated to fund under the Joint Venture Agreement (all such factors, collectively, the "Contract Price Adjustment Factors"), then such Fixed Contract Price Component would be increased by an amount equal to such excess divided by 0.08 (up to a maximum aggregate amount of $1.004 billion). If such Stabilized NOI exceeds an amount equal to 15% of the sum of the Contract Price Adjustment Factors attributable to the Initial Development Scope, then such Fixed Contract Price Component would be increased by an amount equal to such excess divided by 0.15 (up to a maximum aggregate amount of $1.198 billion).

*Calculation of Contract Price Components: NTA Retail Space*

For the NTA Retail Space, the Contract Price Component would be a fixed amount equal to $60 million. PA Retail would additionally be entitled to two possible Earnouts if the performance of the retail operations in the NTA Retail Space were to exceed the financial projections on which the Participation Basis allocated to such Phase was originally determined. The Earnouts would be calculated based on the Stabilized NOI of the NTA Retail Space, utilizing the same methodology used to calculate the 8% Earnout and the 15% Earnout for the Initial Development Scope, provided that the Fixed Contract Price Component for the NTA Retail Space, as adjusted, would not exceed a maximum aggregate amount of: (i) $63.67 million, in the case of the 8% NTA Earnout, and (ii) $75.92 million, in the case of the 15% NTA Earnout.

*Calculation of Contract Price Components: Tower 3 Above Grade under Full Build*

In the Full Build scenario for Tower 3 Above Grade, PA Retail would proceed with the Core and Shell/Base Building Fit-Out and the Site Improvements for Tower 3 Above Grade while Tower 3 is being constructed. According to current projections, the Deemed Opening Date of Tower 3 Above Grade would be expected to be approximately eight months after the Deemed Opening Date of the Initial Development Scope. So long as the Deemed Opening Date of Tower 3 Above Grade in the Full Build scenario is within twenty-four months after the Deemed Opening Date of the Initial Development Scope, the Contract Price Component for Tower 3 Above Grade would be a fixed amount equal to $200 million (the "Tower 3 Above Grade Fixed Contract Price Component"). Provided that the Contract Price Component for Tower 3 Above Grade is the Tower 3 Above Grade Fixed Contract Price Component, PA Retail would additionally be entitled to two possible Earnouts if the performance of the retail operations in Tower 3 Above Grade were to exceed the financial projections on which the Participation Basis allocated to such Phase was originally determined. The Earnouts would be calculated based on the Stabilized NOI of the Tower 3 Above Grade, utilizing the same methodology used to calculate the 8% Earnout and the 15% Earnout for the Initial Development Scope, provided that the Tower 3 Above Grade Fixed Contract Price Component, as adjusted, would not exceed a maximum aggregate amount of: (i) $212.24 million, in the case of the 8% Tower 3 Above Grade Earnout, and (ii) $253.06 million, in the case of the 15% Tower 3 Above Grade Earnout. If not delivered within such twenty-four month period, then the Contract Price Component for Tower 3 Above Grade would be determined pursuant to the Alternative Valuation Procedure (see "*Alternative Valuation Procedure*"*)*.

*Alternative Valuation Procedure*

The "Alternative Valuation Procedure" with respect to any Phase would commence with negotiations between representatives of the Port Authority and the Westfield Member to determine the Contract Price Component the applicable Phase. If agreement is not reached by such parties within ninety days, the Contract Price Component would be determined utilizing a "Cap Rate Methodology" in which the actual net operating income attributable to such Phase would be divided by the actual cap rate used by Westfield in deriving its publicly disclosed valuation of the Phases that have then reached stabilization, which cap rate is publicly reported in the Westfield Group's annual reports, determined on an independent basis as mandated by applicable securities regulations, and is referred to therein as Westfield Group's "yield" on its

investment in such Phases (the "Cap Rate"). Although there is an interim mechanism for estimating the Contract Price Component for any applicable Phase prior to Stabilization, the final Contract Price Component would be determined based on actual net operating as of the one year anniversary of the stabilization date for the applicable Phase. If the Cap Rate Methodology is unavailable because the publication or disclosure of the Cap Rate is no longer required by the applicable regulatory authority or Westfield no longer owns Westfield Member, the Contract Price Component would be determined by valuation arbitration in which a single arbitrator would (A) determine the capitalization rate that is then used by investors investing in first-class retail assets (the "Selected Cap Rate") and (B) divide the actual net operating income attributable to the applicable Phase by the Selected Cap Rate ("Valuation Arbitration").

*Calculation of Contract Price Components: Tower 3 Above Grade under Capped Podium*

In the Capped Podium scenario for Tower 3 Above Grade, the Contract Price Component would be the Tower 3 Above Grade Fixed Contract Price Component unless the (i) Deemed Opening Date of Tower 3 Above Grade does not occur within twenty-four months after the Deemed Opening Date of the Initial Development Scope or (ii) the Acceptable Delivery Conditions for such Phase are not met within twenty-four months after the Deemed Opening Date of the Initial Development Scope, in which case the Contract Price Component for Tower 3 Above Grade would be determined pursuant to the Alternative Valuation Procedure. The term "Acceptable Delivery Conditions" means in concept that the applicable space, when delivered to the Net Lessee, is reasonably expected to be available and suitable for the conduct of normal retail operations on a long-term basis, including (a) reasonable assurance of functional and reasonable unimpeded access to such retail operations for contractors, vendors, tenants, employees and the general public, (b) reasonable assurance of use of such space for retail operations without material interference or material interruption from current or future construction activities, and (c) if such interference or interruption occurs, reasonable assurance of appropriate compensation for such interference to all affected parties. An example of the concern addressed by the "Acceptable Delivery Condition" requirement is that retail space might be available in Tower 3 in a Capped Podium scenario, but the space may not be leasable on favorable terms if retail tenants are concerned that their storefronts and access will be overshadowed with construction equipment and activities if the Tower 3 developer later decides to go beyond the Capped Podium and fully build out Tower 3.

In addition, if Tower 3 Above Grade is changed from Full Build to Capped Podium, then the plans and specifications would need to be modified accordingly. Such modifications would be subject to the review but not the approval of Net Lessee. While not expected, if the modifications have a material adverse effect on the use or functionality of the Phase, the amount of useable space, the gross leasable area, storefront area or other elements that effect the value of the space for retail use, and have a corresponding material adverse effect on value of such space for retail use, then the Contract Price Component of Tower 3 Above Grade would be appropriately adjusted to reflect the diminution in value.

*Calculation of Contract Price Components: Tower 2 Lobby Conversion Space*

The Deemed Opening Date of the Tower 2 Lobby Conversion Space is expected to occur at the same time as the Deemed Opening Date of the Initial Development Scope. So long as both

(i) the Deemed Opening Date and (ii) the Acceptable Delivery Conditions Date for the Tower 2 Lobby Conversion Space occurs within twenty-four months after the Deemed Opening Date of the balance of the Initial Development Scope, then the Contract Price Component for Tower 2 Lobby Conversion Space would be a fixed amount equal to $18.5 million (the "Tower 2 Lobby Conversion Space Fixed Contract Price Component"). Provided that the Contract Price Component for the Tower 2 Lobby Conversion Space is the Tower 2 Lobby Conversion Space Fixed Contract Price Component, PA Retail would additionally be entitled to two possible Earnouts if the performance of the retail operations in Tower 2 Lobby Conversion Space were to exceed the financial projections on which the Participation Basis allocated to such Phase was originally determined. The Earnouts would be calculated based on the Stabilized NOI of the Tower 2 Lobby Conversion Space, utilizing the same methodology used to calculate the 8% Earnout and the 15% Earnout for the Initial Development Scope, provided that the Fixed Contract Price Component for the Tower 2 Lobby Conversion Space, as adjusted, would not exceed a maximum aggregate amount of: (i) $19.63 million, in the case of the 8% Tower 2 Lobby Conversion Space Earnout, and (ii) $23.41 million, in the case of the 15% Tower 2 Lobby Conversion Space Earnout. If either the Deemed Opening Date or the Acceptable Delivery Conditions Date does not occur within such twenty-four month period, then the Contract Price Component for the Tower 2 Lobby Conversion Space would be determined pursuant to the Alternative Valuation Procedure as previously described.

*Calculation of Contract Price Components: Tower 2 Above Grade*

For Tower 2 Above Grade, the Contract Price Component would be determined by the Alternative Valuation Procedure.

*Payment of Contract Price*

PA Retail would submit quarterly requisitions for payment of portions of the Contract Price, which are subject to confirmation by the Westfield Member. The Construction Agreement provides a mechanism that is intended to require PA Retail to pay for construction overruns as the project progresses, so that at any given time the Contract Price remaining to be paid with respect to any Phase equals the remaining cost to complete such Phase, taking into account Owner Project Costs (e.g., tenant improvement allowances and leasing commissions) which would have to be paid by the Joint Venture directly in order to deliver a completed and leased-up Retail Premises. A reconciliation of the Contract Price would take place after Final Completion.

*Remedies for Non-Funding for Class A Phases*

Under the Joint Venture Agreement, in the event a Member fails to make any required Class A capital contribution (a "Non-Funding Member"), then the other Member (the "Funding Member") may: (i) after providing two required notices, enforce the Joint Venture's rights under the applicable Support Agreement; (ii) with respect to post-opening costs only, make the contribution on behalf of the Non-Funding Member and receive interest on such amount at the Prime Rate plus 2% for the first sixty days, and the Prime Rate plus 5% thereafter, secured by the Non-Funding Member's membership interest, to be repaid, together with accrued interest, out of distributions that would otherwise have been made to the Non-Funding Member; and/or (iii) elect to fund such capital contribution (the "Unfunded Contribution") and, as a consequence, (x)

the capital contributions of the Funding Member would be increased by 150% of the Unfunded Contribution, (y) the capital contributions of the Non-Funding Member would be reduced by 50% of the Unfunded Contribution, and (z) the Class A percentage interests would be adjusted by dividing 150% of the Funding Member's Unfunded Contribution by the Class A capital contributions of both Members. To the extent possible, these adjustments to capital accounts would be made by allocating items of gain or loss among the Members.

*Cash Flow Distributions*

For each Member's percentage interest in the Class A Phases and Class B Phases, respectively, there would be one or more capital accounts on the books and records of the Joint Venture. The balance in each capital account would be adjusted as of the last day of each period.

"Operating Cash Flow" (which means gross revenue received by the Joint Venture less all expenses and deposits to reserves), if any, derived from the Class A Phases would be distributed to the Members in accordance with their respective Class A percentage interests, and Operating Cash Flow, if any, derived from the Class B Phases would be distributed to the Port Authority Member in accordance with its Class B percentage interests. Operating Cash Flow would be distributed on a quarterly basis, and net capital proceeds would be distributed as soon as practical following the receipt by the Joint Venture of such proceeds. No Member would be required to make up a negative balance in its respective capital account.

*Initial Development Scope*

Current projections provide for a Grand Opening Date for the Initial Development Scope between March 2015 and May 2015. The Port Authority Member would provide the Westfield Member (i) not less than eighteen months' notice of the target Grand Opening Date for the Initial Development Scope, (ii) not less than eighteen months' notice of the target Opening Date for each of the other Phases, and (iii) periodic updates as to the status of construction. Based on the updated construction delivery schedule, Property Manager would, approximately four months prior to the projected Grand Opening Date, direct the retail tenants within the Initial Development Scope to open on the Grand Opening Date.

*Westfield Capital Return: Initial Development Scope*

The Westfield Member would be entitled to a return (the "Westfield Capital Return") at an annual rate of 6.5% on its Class A capital contributions for each Phase, from the date of its investment through the Deemed Opening Date for such Phase (or later with respect to unfinished space). At the election of the Port Authority Member, the payment of the Westfield Capital Return for the Initial Development Scope would be paid: (i) by credit against its capital contributions for the Initial Development Scope which would otherwise be due prior to the Deemed Opening Date for the Initial Development Scope, or (ii) by payment from the Port Authority Member's share of operating cash flow. If the Port Authority Member elects to pay the Westfield Capital Return by credit against the Westfield Member's capital contributions, it is required to notify Westfield Member at least twelve months prior to the target Grand Opening Date for the Initial Development Scope.

*Westfield Capital Return: Tower 2 Lobby Conversion Space*

The Tower 2 Lobby Conversion Space would initially be a Class B Phase. Upon the later to occur of (i) the Deemed Opening Date for such Phase, and (ii) the date the Acceptable Delivery Conditions for such Phase are satisfied (the "Acceptable Delivery Conditions Date"), the Tower 2 Lobby Conversion Space would become a Class A Phase. At that time, the Westfield Member would make a Class A capital contribution on account of the Tower 2 Lobby Conversion Space equal to the sum of (i) Westfield Member's Class A percentage interest of the Contract Price Component for the Tower 2 Lobby Conversion Space and (ii) Westfield Member's Class A percentage interest of the Owner Project Costs for such Phase. The Westfield Member's Class A capital contributions on account of the Tower 2 Lobby Conversion Space would be distributed to the Port Authority Member as a special distribution to reimburse the Port Authority for a portion of the costs of constructing the Tower 2 Lobby Conversion Space. Certain costs incurred to convert the Tower 2 Lobby Conversion Space from a Class B Phase to a Class A Phase would constitute Owner Project Costs, which would be paid by the Port Authority Member.

In consideration for allowing sufficient time to lease, market and fit-out the tenant space, the Westfield Member is entitled to at least twenty months prior notice of the projected conversion of the Tower 2 Lobby Conversion Space from a Class B Phase to a Class A Phase. If less than twenty months prior notice is provided by the Port Authority Member to Westfield Member, then the Westfield Member would receive the Westfield Capital Return on its capital contributions attributable to the Tower 2 Lobby Conversion Space for the period equal to (i) twenty months less (ii) the number of months from the date the Westfield Member received notice of the projected Deemed Opening Date or the Acceptable Delivery Conditions Date for the Tower 2 Lobby Conversion Space to the later of the Deemed Opening Date or the Acceptable Delivery Conditions Date for such Phase, which return would be paid from the Port Authority Member's share of operating cash flow under the Joint Venture Agreement.

*Westfield Capital Return: NTA Retail Space*

The NTA Retail Space would be a Class A Phase. The Westfield Member would be entitled to the Westfield Capital Return on its Class A capital contributions for the Contract Price Component attributable to the NTA Retail Space through the Deemed Opening Date for such Phase, which would be paid in the manner elected by the Port Authority Member for the payment of the Westfield Capital Return on account of the Initial Development Scope.

*Westfield Capital Return: Tower 3 Above Grade*

Tower 3 Above Grade would initially be a Class B Phase. If Tower 3 is built in the Full Build scenario, then Tower 3 Above Grade would become a Class A Phase on the Deemed Opening Date for such Phase. If only the Capped Podium is constructed, Tower 3 Above Grade would become a Class A Phase on the later to occur of (i) the Deemed Opening Date for the Phase and (ii) the Acceptable Delivery Conditions Date for the Phase. Unless the Westfield Member exercises the Dilution Option (defined in "*Westfield Member's Dilution Option (Tower 2 Above Grade and Tower 3 Above Grade)*"), the Westfield Member's Class A capital contributions on account of the Tower 3 Above Grade would equal the sum of (i) Westfield

Member's Class A percentage interest of the Contract Price Component for the Tower 3 Above Grade and (ii) Westfield Member's Class A percentage interest of the Owner Project Costs for such Phase. Upon conversion to a Class A Phase, the Westfield Member's Class A capital contributions on account of the Tower 3 Above Grade would be distributed to the Port Authority Member as a special distribution to reimburse the Port Authority for a portion of the costs of constructing Tower 3 Above Grade. Certain additional costs incurred to convert the Tower 3 Above Grade from a Class B Phase to a Class A Phase would constitute Owner Project Costs.

If the date which is the later to occur of (i) the Deemed Opening Date for Tower 3 Above Grade and (ii) the Acceptable Delivery Conditions Date for such Phase is less than twenty months after notice of such date is provided by the Port Authority Member to Westfield Member, then the Westfield Member would receive the Westfield Capital Return on its Class A capital contributions attributable to the Tower 3 Above Grade for the period equal to (i) twenty months less (ii) the number of months from the date the Westfield Member received notice of the later of projected Deemed Opening Date or the Acceptable Delivery Conditions Date for the Tower 3 Above Grade to the later of the Deemed Opening Date or the Acceptable Delivery Conditions Date for such Phase, which return would be paid from the Port Authority Member's share of operating cash flow under the Joint Venture Agreement.

*Westfield Capital Return: Tower 2 Above Grade*

No defined schedule for the development of Tower 2 Above Grade currently exists; however, there is fully designed retail as part of the SPI plans for Tower 2. Any changes to the currently-existing construction documents for the retail portion of Tower 2 Above Grade would constitute a Material Change Order requiring the consent of the Westfield Member. As is the case with the rest of the Transaction, the price paid by Westfield Member for its 50% interest in the Tower 2 Above Grade would be based on the value of the completed space, not cost, with the Port Authority being responsible for the actual cost of constructing such space.

Tower 2 Above Grade would initially be a Class B Phase, but would become a Class A Phase upon the Deemed Opening Date for such Phase. So long as (i) the Port Authority Member provided the Westfield Member not less than three years notice of the Deemed Opening Date, and (ii) unless the Westfield Member exercises the Dilution Option, then the Westfield Member's Class A capital contributions on account of Tower 2 Above Grade would equal the sum of (i) Westfield Member's Class A percentage interest of the Contract Price Component for Tower 2 Above Grade and (ii) Westfield Member's Class A percentage interest of the Owner Project Costs for such Phase. Upon conversion to a Class A Phase, the Westfield Member's Class A capital contributions on account of Tower 2 Above Grade would be distributed to the Port Authority Member as a special distribution to reimburse the Port Authority for a portion of the costs of constructing Tower 2 Above Grade. Certain additional costs incurred to convert the Tower 2 Above Grade from a Class B Phase to a Class A Phase would constitute Owner Project Costs. If SPI does not deliver Tower 2 Above Grade to the Net Lessee until after November 1, 2030, then the Westfield Member has the right to exercise the Dilution Option with respect to Tower 2 Above Grade.

*Westfield Member's Dilution Option (Tower 2 Above Grade and Tower 3 Above Grade)*

Under limited circumstances, the Westfield Member would have two defined options (the "Dilution Option") to elect not to make capital contributions to fund the Contract Price and Owner Project Costs for (i) Tower 2 Above Grade and/or (ii) Tower 3 Above Grade, and, as a consequence, to have the Westfield Member's Class A interest diluted and its Class A percentage interests recalculated (and the Port Authority's interest commensurately increased). The Dilution Option would be available with respect to Tower 3 Above Grade only if Tower 3 Above Grade is not satisfactorily delivered within 24 months after the Deemed Opening Date of the Initial Development Scope (in which case the Contract Price for Tower 3 Above Grade would be determined under the Alternative Valuation Methodology). The Dilution Option would be available with respect to Tower 2 Above Grade only if Tower 2 Above Grade is not satisfactorily delivered on or before November 1, 2030.

*Mechanics of Dilution*

If the Westfield Member elects the Dilution Option with respect to Tower 2 Above Grade or Tower 3 Above Grade, the applicable Phase would be valued pursuant to an Alternative Valuation Procedure which mirrors the Alternative Valuation Procedure provided for in the Construction Agreement. All Class A Phases would be valued by the Alternative Valuation Procedure and the percentages of the Members would be proportionally adjusted based on current value to increase the Port Authority Member's percentage share and dilute Westfield's share accordingly.

The effective date of the dilution arising from Westfield Member's exercise of the Dilution Option is the Deemed Opening Date of the Phase with respect to which Westfield Member has exercised the Dilution Option, in the case of Tower 2 Above Grade or Tower 3 Above Grade (Full Build), and the later of the Deemed Opening Date and the Acceptable Delivery Conditions Date in the case of Tower 3 Above Grade (Capped Podium), provided that such effective date would not be earlier than the first day of the earliest taxable year for which the Joint Venture's partnership return is not yet due (excluding any filing extensions).

If the Westfield Member were to elect to exercise a Dilution Option, then the value of the applicable Phase would be determined through negotiation, or, if that fails, by the Cap Rate Methodology, or, if the Cap Rate Methodology is unavailable because the publication or disclosure of the Cap Rate is no longer required by the applicable regulatory authority or Westfield no longer owns Westfield Member, by Valuation Arbitration.

*Incentive Management of Class B Phases*

If the conditions for converting from Class B status to Class A status have not been satisfied with respect to any Phase, but the Port Authority Member nevertheless decides to conduct retail operations in the applicable Phase, then such Phase would be managed by Property Manager on an incentive management basis (described below) until the Phase in question is converted to a Class A Phase. In general terms, Class B Phases would be managed identically to Class A Phases, but the Port Authority Member would bear 100% of the economic benefits and burdens (including tax attributes) of ownership of each Class B Phase, and in addition to its

normal management and leasing fees, Property Manager would be entitled to an incentive management fee on each Class B Phase. In addition, the Port Authority Member would have broader control rights with respect to Class B Phases. The incentive management fee payable to Property Manager for space within a Class B Phase would equal twenty percent (20%) of the amount by which the actual net effective rent for each occupant's space within the applicable Class B Phase exceeds the target net effective rent for such occupant's space. The target net effective rent for an occupant's space within a Class B Phase would be established by agreement of the Port Authority Member and Westfield Member prior to the commencement of leasing activities for the applicable Class B Phase.

*Expansion Opportunities*

Any opportunities for the Net Lessee or the Joint Venture to develop new retail facilities or expand existing retail facilities within the WTC Site would be a Major Decision requiring the consent of both Members. If any such expansion were to be approved by the Members, then it is expected that Westfield would be the property developer, architect and contractor on market terms, as negotiated at the time of the expansion.

*Support of Each Member's Obligations*

At Closing, the Port Authority and Westfield would each provide a separate Support Agreement setting forth its respective support obligations in connection the Transaction.

The Westfield Member would cause Westfield or such other person or entity acceptable to the Port Authority with a net worth greater than (i) $750 million for the period prior to full satisfaction of Westfield Member's capital contribution funding requirements with respect to the Initial Development Scope or (ii) $500 million thereafter (the "Westfield Guarantor") to sign its Support Agreement. If the Westfield Guarantor's net worth were ever to fall below such amount (the "Net Worth Requirement"), then the Westfield Guarantor would either be required to replace with a person or entity meeting the Net Worth Requirement or provide the Port Authority Member with a letter of credit or other liquid collateral acceptable to the Port Authority Member in an amount equal to the difference between the net worth of the Westfield Guarantor and the Net Worth Requirement. The Westfield Member would deliver annual audited balance sheets of the Westfield Guarantor to the Port Authority Member to evidence the sufficiency of Westfield Guarantor's net worth.

Under its Support Agreement, the Westfield Guarantor would agree to (i) provide the Westfield Member with enough capital to make certain Class A capital contributions and (ii) pay any and all reasonable out-of-pocket costs incurred by the intended beneficiaries under the Westfield Guarantor Support Agreement in enforcing the Westfield Guarantor's obligations under the Westfield Guarantor's Support Agreement.

Under its Support Agreement, the Port Authority would provide the Port Authority Member or PA Retail (as applicable) with enough capital to comply with its respective obligations under the Transaction Documents, including the obligations to make certain capital contributions, cover certain losses, and hold Westfield harmless from certain pre-closing and post-closing liabilities.

*Allocations of Net Profit and Net Loss*

Allocations of net profit and net loss would be allocated to the Members to reflect their respective interests in Class A Phases and Class B Phases.

*Westfield Member as the Joint Venture Manager*

Subject to the Port Authority Decisions and Major Decisions (each as defined immediately below), the Westfield Member would act as the "Managing Member" of the Joint Venture. The Westfield Member would submit the Annual Plan by each November 1.

*Port Authority Decision Rights*

In general, management rights over the Joint Venture would be vested in the Westfield Member, as Managing Member, subject to the requirement of obtaining the approval of the Port Authority Member with respect to Major Decisions (described in "*Major Decisions*"), and subject also to certain limited rights of the Port Authority Member to unilaterally cause the Joint Venture to act. In general, such unilateral rights would be with respect to overseeing the performance of construction, including construction under that certain Construction Management Agreement, dated as of March 13, 2011, between the Port Authority, as Owner, and Tishman-Turner Joint Venture III, as Construction Manager, pertaining to Retail Pre-Tenant and Parking Garage Fit-Out (the "Turner-Tishman CMA"), except that the Westfield Member has approval rights over Material Change Orders (see "*Change Orders*"). The Port Authority Member would also have rights to direct decisions relating to the operations, maintenance, leasing, improvement and repair of any Class B Phase, subject to certain limitation which are intended to be protective of the Westfield Member's interest in the Retail Premises. The Port Authority Member has certain limited rights to cause the Joint Venture to enforce, and where applicable, terminate agreements between the Joint Venture or the Net Lessee, on one hand, and any affiliate of the Westfield Member, on the other hand (e.g., the Property Management and Leasing Agreement and the Development Services Agreement). Finally, the Port Authority Member has the unilateral right, on behalf and in the name of the Joint Venture, to enforce the Support Agreement to which Westfield Guarantor is a party.

*Major Decisions*

"Major Decisions" would be decisions requiring the approval of both Members and would include the following: (1) approving the disposition of all or any part of the Retail Premises, (2) approving the financial terms of any financing or refinancing, (3) approving the Annual Plan, (4) approving the leasing parameters, (5) approving all retail leases and other lease transactions to the extent the leasing guidelines require approval by the Port Authority Member, (6) approving calls for capital contributions, except as otherwise permitted, (7) approving the acquisition of additional real property by the Joint Venture, (8) approving any changes in the purposes of the Joint Venture, (9) admitting an additional investor or issuing additional membership interests, except as otherwise permitted, (10) approving the merger, consolidation, dissolution, transfer or winding up of the Joint Venture, (11) settling certain litigation, (12) approving certain change orders, (13) approving the capital improvements or renovations in any capital budget, (14) approving design concept plans, design development and final construction

documents (other than the project plans and specifications), (15) approving the hiring and firing of certain general contractors, architects and engineers, (16) approving any bankruptcy action against the Joint Venture, (17) approving any modification to the project documents, (18) approving certain affiliate agreements, (19) amending or modifying the Branding and Signage Plan (as defined in "*Branding and Signage*") or the Management Income Plan (as defined in "*Management Income Plan*"), (20) engaging any legal counsel for the Joint Venture or Net Lessee, (21) amending the Project Development Budget, the Owner Project Costs budget or any operating budget, and certain other technical matters.

*Certain Unilateral Rights of the Westfield Member*

Notwithstanding the Major Decision regime, the Westfield Member would have the unilateral right on behalf the Joint Venture to enter into service contracts without the Port Authority Member's consent, as long as such service contracts are consistent with the applicable Annual Plan. The Westfield Member would have the unilateral right, on behalf of Net Lessee, to enforce the Net Lease and to enforce the REOAs against the Port Authority. With respect to the enforcement of the REOAs against any other stakeholder, the Westfield Member would have the right to act on behalf of Net Lessee to enforce the REOAs against the other stakeholders subject to obtaining the Port Authority Member's consent, which would be required to be exercised on a commercially reasonable basis. Also, the Westfield Member would have the unilateral right, on behalf and in the name of the Joint Venture or the Net Lessee, to enforce the Support Agreement to which the Port Authority is a party. In addition, the Westfield Member would have various consent and enforcement rights relative to the Construction Agreement (detailed on Exhibit J to the Joint Venture Agreement), since the counterparty under the Construction Agreement is PA Retail, which is owned and controlled by the Port Authority.

*Project-Level Financing*

Following stabilization of the Initial Development Scope, each Member would have the right to cause the Joint Venture to seek to obtain non-recourse, investment grade mortgage financing on the Retail Premises in an amount not to exceed 50% of the value of the Retail Premises, on market payment terms and otherwise on customary terms for non-recourse mortgage loans. In addition, at the request of either Member, each Member would agree to work cooperatively to evaluate other options for obtaining financing on behalf of the Joint Venture or the Members including the possibility of obtaining financing at a higher percentage of value. Approval of the financing terms of any financing or refinancing would be a Major Decision requiring the approval of both Members.

*Deadlock*

In the event of a deadlock or disagreement with respect to any proposed Major Decision or any Covered Dispute (defined in "*Arbitration*"), a designated representative of each of the Port Authority Member and Westfield Member would meet within ten business days to negotiate in good faith to resolve such deadlock or disagreement. If resolution is not reached within fifteen days after the initial meeting, then the Director of World Trade Center Redevelopment of the Port Authority and the President of U.S. Operations of Westfield would meet. If resolution is not reached within thirty days after the initial meeting then the Executive Director of the Port

Authority and the chief executive officer of the Westfield Group would meet. If no agreement to move forward is reached from such meetings, then in the case of (i) a Major Decision, the Joint Venture would not take the action proposed, or (ii) a Covered Dispute, then the dispute would be resolved through binding arbitration.

*Branding and Signage*

The Joint Venture Agreement would authorize the Westfield Member and Property Manager to implement branding and signage at the WTC Site in accordance with a "Branding and Signage Plan", which plan would be subject to the approval of the Port Authority Member. To the extent that third party consents are required in connection with implementing an approved Branding and Signage Plan, the Members would be obligated to cooperate to obtain such approvals.

The Members would agree to certain general parameters with respect to major Westfield entry signage/branding components with the overall goal of attempting to recognize the Westfield Member's desire to apply the Westfield brand to the retail project and to incorporate Westfield brand imagery and signage into the WTC Site while being sensitive to the complexities and historic significance of the multi-stakeholder WTC Site. The parameters would include, without limitation, general location and placement, interior vs. exterior, type, general color schemes, lettering styles, and the like, and take into account the Port Authority's interest in a contextual branding hierarchy, compatibility with an urban mixed use environment, consistency with the site architecture and special significance and compliance with all legal and other requirements and restrictions on size, quantity, and the like.

Accordingly, the Members would agree to an initial branding and signage plan that sets forth the Port Authority approved locations and approximate sizes of select "Westfield" signs within WTC Site, which Branding and Signage Plan would respect the Port Authority's site-wide "World Trade Center" distinction branding efforts. These signs would be located at the common retail and transit entrances in Tower 3, Tower 4, and the entry to the Oculus from the West Bathtub, and would include the Westfield signature. Prior to Closing, the Members would agree to more details regarding signage and branding, and any amendments to the Branding and Signage Plan, as a Major Decision.

*Specialty Leasing, Advertising and Special Events Plan*

The Joint Venture Agreement would authorize the Westfield Member and Property Manager to implement specialty leasing, advertising and special events in the Retail Premises and within certain common areas at the WTC Site in accordance with a "Specialty Leasing, Advertising and Special Events Plan", which plan would be subject to the approval of the Port Authority Member prior to closing and is expected to mirror the plan that was approved by the Port Authority during the 2008 joint venture discussions. The Members would agree to seek approval of any additions or other changes to that plan after Closing as a Major Decision. To the extent that third party consents are required in connection with implementing an approved Specialty Leasing, Advertising and Special Events Plan, the Members are obligated to cooperate to obtain such approvals. Except within the Excluded Areas (defined below), the Westfield Member will have the ability (i) to erect signage and advertising, except for limited non-revenue

generating, non-competing signage, (ii) to conduct specialty retail leasing in carts, kiosks, retail merchandising units and the like, and (iii) to conduct all special events in designated event areas, except for non-revenue generating non-competing special events not accounting for more than 20% of available events (e.g., free public concerts), and to manage and calendar all special events of any nature for fees to be agreed to by Westfield Member and Port Authority Member (the fee would, however, be a nominal administrative fee with respect to non-revenue generating non-competing special events).

*Interaction with WTC Stakeholders and Public Officials*.

The Joint Venture Agreement would require the Members to use good faith efforts to coordinate so that representatives of both Members have reasonable notice and opportunity to participate in all discussions with other WTC stakeholders or public officials involving Joint Venture issues and to cooperate with one another in good faith to schedule such discussions at times when representatives of both Members are available. Notwithstanding the foregoing, in no event would the Port Authority Member have any obligation to invite or permit any Westfield Member or representative to be present during any internal meeting of the Port Authority or any meetings between any employee or commissioner of the Port Authority, on the one hand, and the Mayor of the City of New York, the Governor of the State of New Jersey or the Governor of the State of New York, on the other hand.

*Reinstatement of Property Management and Leasing Agreement*

The Joint Venture Agreement would require that, if as a result of damage or destruction of the Retail Premises, the Property Management and Leasing Agreement is terminated and following such damage or destruction the Retail Premises reopen, in whole or in part, to the public, then so long as Net Lessee continues to own the leasehold estate in the Retail Premises created by the Net Lease and the Joint Venture continues to own Net Lessee, then the Property Management and Leasing Agreement shall be reinstated with Westfield, LLC as Property Manager so long as Westfield Member's membership interest equals or exceeds the Minimum Ownership Threshold (i.e., 25% in the aggregate).

*Representations and Indemnities*

Pursuant to the Joint Venture Agreement, the Members would make representations to one another regarding formation, existence, authority, due execution, enforceability, brokerage commissions, non-foreign status, OFAC, and ERISA matters.

In addition, the Port Authority Member (and the Port Authority itself) would make additional representations relating to the Retail Premises and its contemplated use and operations, including, for example, (i) the existence and applicability of various agreements relating to the WTC Site and affecting the Retail Premises, and (ii) the entities having approval rights with respect to the proposed signage, advertising, specialty leasing and events proposed to be undertaken by the Net Lessee. The Joint Venture Agreement would provide that the property-related representations of the Port Authority and the Port Authority Member (other than certain title warranties) would be subject to a survival period of one year after the Opening of the Initial Development Scope and a claim floor of $1 million. Each Member would waive remedies for

breach of representations to the extent such Member had actual knowledge that the representation in question was untrue when made. Subject to the foregoing limitations, each Member would indemnify the other Member for loss, cost, or damages arising from a breach of representations by such Member.

Pursuant to the Net Lease, the Port Authority Member also would make certain covenants providing assurances with respect to matters of concern to the Westfield Member. The Port Authority would covenant that in establishing operating procedures for the Vehicle Security Center (for example, for deliveries to retail tenants), among other things, it would not unreasonably discriminate against the Net Lessee. The Port Authority would also covenant to work cooperatively with the Net Lessee to attempt to obtain an amendment of (or other appropriate agreement with respect to) the East and West Reciprocal Easement and Operating Agreements governing the operation of the WTC Site, to address or clarify certain matters of concern to the Net Lessee. The Port Authority would covenant that it has title to the Retail Premises, subject to the prior net leases, which were based on prior plans and are to be conformed to the final plans after completion of the construction, and that it would indemnify the Net Lessee and its title insurance company from claims that the Net Lessee does not have clear title to the Retail Premises. The Port Authority would also covenant that it would indemnify Net Lessee from costs or loss attributable to certain agreements which precede the date of the Transaction. The Port Authority has given assurances to Westfield Member that Net Lessee would be able to utilize the Tower 1 temporary and permanent loading docks for use by retail tenants.

*Tax Matters Partner*

The Joint Venture Agreement would provide that so long as Westfield Member is the Managing Member, Westfield Member would have full power and authority to act for the Company and the Members as "Tax Matters Partner". All decisions as to accounting principles, whether for the Joint Venture's books or for income tax purposes and all elections available to the Joint Venture under applicable tax law would be made by the Tax Matters Partner; provided, however, that certain decisions or elections that have a material adverse economic effect on a Member other than the Tax Matters Partner shall be approved by the Members as a Major Decision.

*Sale, Assignment or Transfer*

The Joint Venture Agreement would provide that as a general rule, subject to exceptions described below, no Member may sell, transfer, assign, convey or otherwise dispose of or subject to a security interest or otherwise charge or encumber, voluntarily or by operation of law all or any part of its membership interest, and no direct or indirect holder of an equity interest in a Member may sell, transfer, assign, convey or otherwise dispose of or subject to a security interest or otherwise charge or encumber, voluntarily or by operation of law all or any part of its equity interest (collectively, "Transfer" or "Transferred").

*Transfers to Qualifying Affiliates*

Notwithstanding that general prohibition on Transfers, either Member would be permitted, without the consent of the other Member but upon prior written notice, to Transfer its direct or indirect interest in the Joint Venture to a Qualifying Affiliate, provided that the transfer does not result in a termination of the Joint Venture for federal income tax purposes within the meaning of Section 708 of the Internal Revenue Code. As to either Member, a "Qualifying Affiliate" means any entity in which such Member (i) owns at least a fifty percent (50%) economic and voting interest and (ii) possesses, directly or indirectly, the power to Control such entity. The purpose of this provision would be to permit each Member to transfer up to one-half of its economic interest in the Joint Venture (i.e., up to a 25% interest in the Retail Premises) at any time after Closing without approval of the other Member.

*Permitted Transfers*

Any Transfer of any portion of a Member's membership interest (other than a Transfer to a Qualifying Affiliate) would require the other Member's prior written consent, in such Member's sole discretion, except that, following the stabilization date for the Initial Development Scope: (i) the Westfield Member may transfer its entire membership interest to a MM Permitted Transferee (defined below) with the prior consent of the Port Authority Member, which consent would not be arbitrarily withheld; and (ii) the Port Authority Member may transfer its entire membership interest to an Institutional Investor (defined below) (or to a person directly or indirectly controlled by an Institutional Investor) with the prior consent of the Westfield Member, which consent would not be arbitrarily withheld. However, the Members have agreed that it would not be arbitrary to withhold consent to any Transfer described in clause (i) or (ii) which would result in a termination of the Joint Venture for federal income tax purposes within the meaning of Section 708 of the Internal Revenue Code. Any violation of these provisions would be enforceable by restraining order or specific performance.

A "MM Permitted Transferee" would be (i) an entity with a net worth of not less than $1 billion and own, or actively operate, at least five regional shopping centers with an aggregate gross leasable area of not less than 5 million square feet and at least two urban shopping centers containing at least 500,000 square feet each, or (ii) be an Institutional Investor that has engaged a property manager or leasing manager that owns or actively operates at least five regional shopping centers with an aggregate gross leasable area of not less than 5 million square feet and at least two urban shopping centers containing at least 500,000 square feet each.

An "Institutional Investor" would be a person commonly recognized as such, including, without limitation, a savings bank, pension plan or real estate fund which has a net worth of not less than $1 billion. Competitors of Westfield that operate, manage and/or lease regional or super regional shopping malls, lifestyle or power centers of more than 1 million square feet in the aggregate would not be an Institutional Investor.

*Transfer Tax on Post-Closing Transfers*

With respect to Transfers after the initial Closing, applicable laws may provide that transfer tax would be incurred if 50% or more of the direct and indirect interests in the Joint

Venture are transferred within any thirty-six month period. The Joint Venture Agreement would provide that in the event of transfers by both Members within such period, then each Member would bear any applicable transfer tax in proportion to the value of the interest transferred by such Member.

*Default*

A "Default" by a Member under the Joint Venture Agreement would be the occurrence of any of the following events (each, a "Potential Default") that becomes an Adjudicated Default (except with respect to item (i), which event would constitute a Default immediately upon its occurrence): (i) a voluntary or involuntary bankruptcy of such Member; (ii) such Member withdraws from the Joint Venture in violation of the Joint Venture Agreement; (iii) such Member effects a Transfer which is in violation of the Joint Venture Agreement; (iv) with respect to Westfield Member only, any of Westfield Member or Property Manager is found to have committed with the approval, prior knowledge, or complicity of the Board of Directors of the Westfield Member or any one or more of the Westfield Member's chief executive officer, chief financial officer, chief operating officer, or general counsel (collectively, with the Board of Directors "Specified Officers"), fraud, embezzlement or theft against the Joint Venture or Port Authority Member which is susceptible to prosecution as a felony and which causes it material injury, and such default continues for a period of thirty days after written notice thereof (other than a good faith misappropriation of funds which are repaid promptly following discovery of same); (v) such Member breaches in any material respect any representation, warranty or covenant of such Member set forth in the Joint Venture Agreement, which breach continues for a period of twenty days after written notice, provided that if the breach is not susceptible of being cured within such twenty day period, then for such longer period as may be necessary to effect such cure, so long as such Member has commenced such cure within such twenty day period and thereafter diligently prosecutes such cure to completion; (vi) with respect to the Westfield Member only, any Adjudicated Default by Property Manager under the Property Management and Leasing Agreement; or (vii) with respect to Port Authority Member only, a voluntary or involuntary bankruptcy of PA Retail.

An "Adjudicated Default" would only occur if: (i) a court renders a final decision finding that any Potential Default has occurred, and the applicable Member does not deliver a notice of appeal to the appropriate parties within the applicable appeal period; or (ii) a court renders a final decision finding that any Potential Default has occurred and an appeal is perfected by the applicable Member within the applicable appeal period, and a second court renders a final decision finding that such Potential Default has occurred.

In the event that a Default occurs, then, except as expressly required by applicable law, such defaulting Member would not have the right to participate in the management of the Joint Venture (except that such Member would retain the right of approval with respect to all Major Decisions) and no consent, approval or participation of such defaulting Member would be needed (except with respect to a Major Decision). A Member in Default would remain obligated from and after such Default to make required capital contributions. With respect to the replacement of Westfield, LLC as Property Manager (which would constitute a Major Decision which the Westfield Member would otherwise be able to veto even after removal following an Adjudicated Default by the Westfield Member), each Member shall be entitled to recommend

one or more reputable, qualified replacement property manager which owns or actively operates at least five regional shopping centers with an aggregate gross leasable area of not less than 5 million square feet and at least two urban shopping centers containing at least 500,000 square feet each, and which is not an Affiliate of such Member, and Westfield Member shall act reasonably in approving, and shall approve, at least one of such recommended replacements.

*Arbitration*

Under the terms of the Joint Venture Agreement and the Construction Agreement, disputes as to the following items would go to binding thirty-party arbitration if not resolved through the dispute resolution process described in "*Deadlock*", and would be considered "Covered Disputes": (i) whether any requirement relating to Tenant-Ready Condition, Deemed Opening Date, Substantial Completion, Final Completion, or Acceptable Delivery Conditions for a Phase has been satisfied; (ii) any claim by a Member for direct loss, damage, liability or expense (including costs and attorneys fees) actually incurred by such Member on account of any breach of any representation and warranty by the other Member; and (iii) any material disputes arising under the Joint Venture Agreement, other than a dispute regarding a Major Decision or a dispute regarding the occurrence or existence of an event of default. The third-party arbitration would be administered by JAMS under its arbitration rules and would take place in New York, New York. Each Member would be entitled to select an arbitrator, and the party-appointed arbitrators would then select a third arbitrator. The majority decision of the arbitrators would be binding on the Members. The arbitrators would be entitled, but not required, to provide that the losing party in any arbitration would pay all or a portion of the prevailing party's costs incurred in connection therewith, including, without limitation, the costs and fees of the arbitrators, provided, however, if the arbitrator decline to make such a provision, then the costs of the arbitration would be split equally between the parties (except that each party would bear its own attorneys' fees).

*Audit Rights*

Upon two business days advance notice to the Managing Member (i.e., the Westfield Member, absent removal), a Member may, at its option and at its own expense, conduct audits of such books, records and accounts of the Joint Venture. The required notice must set forth a general description of the type of documents that the requesting Member seeks to have available at the time of the audit. Audits would be conducted during normal business hours and shall be conducted in a manner so as to not materially interfere with the ordinary business operations of the Westfield Member. The auditing Member's appraisers, accountants and advisors shall be given access to all information related to the value of the Joint Venture investments, payments by Net Lessee under the Construction Agreement and to the management personnel involved directly or indirectly in the affairs of the Joint Venture during any such audit. The Westfield Member is obligated to cause such personnel to cooperate fully with the auditing Member's appraisers, accountants and advisors.

Property Management and Leasing Agreement

*Property Management Services*

Under the Property Management and Leasing Agreement, Property Manager would engage and manage staff and provide services related to billing and collection under leases, negotiation of leases (subject to the Leasing Guidelines described in "*Leasing Guidelines*"), lease administration, reporting and accounting, payment of operating expenses, cleaning and maintenance of certain portions of the Retail Premises, management and administration of the marketing fund, formulating and implementing an insurance program, management and coordination of tenant improvement work at the Retail Premises (except initial tenant improvement work and any development services to be performed under the Development Services Agreement) and overseeing third party service providers.

*Leasing Services*

Property Manager would be responsible for leasing the Retail Premises in accordance with the Annual Plan, the Leasing Guidelines and the Leasing Parameters. Property Manager's leasing responsibilities would include preparing the "Standard Form of Shop Lease", negotiating all leases and amendments, coordinating execution of leases, locating suitable tenants, coordinating the leasing program at the Retail Premises, preparing an informational Merchandising Plan, compliance with requirements in loan documents and supporting work related to tenant build-out and move-in (except initial tenant improvement work and any development services to be performed under the Development Services Agreement).

Property Manager could cooperate with tenant brokers in its effort to secure prospective tenants for the Retail Premises, and would be responsible for the payment of all leasing commissions due to such third party brokers after it has received the applicable leasing commissions from the Net Lessee.

Property Manager would be required to obtain the approval of the Port Authority Member prior to execution of any retail lease to the extent such approval is required under the Leasing Guidelines.

*Leasing Guidelines*

If Property Manager satisfies the specific approval requirements and processes set forth in the Leasing Guidelines for all retail leases and licenses, as more fully described below, Property Manager and/or Westfield Member would be authorized to execute such leases and licenses without additional approval by the Port Authority Member. In all other cases, the Port Authority Member's approval would be required prior to the execution of leases and licenses, which approval would not be unreasonably withheld (it being specifically understood that it would not be unreasonable for the Port Authority Member to withhold consent if the tenant allowance provisions of the applicable lease that are Owner Project Costs are inconsistent with the Leasing Parameters or if the Screening Protocols (defined in "*Procurement Provisions / Screening Protocols*") are not satisfied with respect to the tenant in question). In addition, all leases would be required to contain certain Port Authority Required Lease Provisions and

otherwise comply with the applicable provisions of the Retail Net Lease. The Port Authority Required Lease Provisions would consist of the following: (i) specific provisions that would be required to be included in all retail leases (for example, provisions requiring compliance with the Port Authority's Freedom of Information policy); (ii) provisions addressing particular Port Authority practices and policies, which are based on specific language approved by the Port Authority but may be negotiated by Property Manager in the exercise of its professional judgment; and (iii) for any retail lease that requires approval by the Board, a provision that subjects such retail lease to the gubernatorial review legislation. Unless otherwise approved by the Port Authority Member, Property Manager would commence lease negotiations (other than for Temporary Leases and Event Licenses) with either (x) the Standard Form of Shop Lease without material modification or (y) for a national retail tenant, the form of lease used at projects owned or managed by an affiliate of the Westfield Member with such national retail tenant or such tenant's customary form of national lease.

*1. Conforming Temporary/Small Shop Leases*

Any retail lease for (i) a tenant occupying a gross leasable area at the Retail Premises which is 15,000 square feet or less and is not a Temporary Lease or Event License ("Small Shop Lease") or (ii) a temporary or seasonal nature with a term of not more than one year (including renewals) ("Temporary Lease") that conforms with the Leasing Parameters (defined in "*Leasing Parameters*") would not require Port Authority Member consent prior to being executed by the Westfield Member or Property Manager.

*2. Non-Conforming Temporary/Small Shop Leases*

Any Small Shop Lease or Temporary Lease that is not in conformity with the Leasing Parameters would require Port Authority Member's approval prior to execution by the Westfield Member or Property Manager.

*3. Anchor Leases and Large Shop Leases*

An "Anchor Lease" would be a retail lease for a tenant occupying not less than 75,000 square feet of gross leasable area at the Retail Premises. A "Large Shop Lease" would be a retail lease which is not an Anchor Lease, a Small Shop Lease, a Temporary Lease or an Event License. Both Anchor Leases and Large Shop Leases would require Port Authority Member's approval prior to execution by the Westfield Member or Property Manager.

*4. Event Licenses*

Any temporary occupancy permit or license for occupancy or use of a portion of the Retail Premises for a discrete event having a term of less than 30 days ("Event License") would be subject to certain approval requirements set forth in protocols to be developed prior to opening by the Westfield Member and the Port Authority Member.

*5. Extensions and Renewals*

The approval process for any extension or renewal of any retail lease other than Event Licenses would be subject to the same approval process applying as if such extension or renewal

were a new lease, unless such extension or renewal is exercised pursuant to an option in the lease, in which case the Westfield Member or Property Manager would be authorized to execute such extension or renewal without the consent of Port Authority Member.

*6. Subleases and Assignments of Event Licenses, Temporary Leases and Small Shop Leases*

The Westfield Member or Property Manager would be authorized to consent to subleases and assignments of Event Licenses, Temporary Leases and Small Shop Leases without Port Authority Member's consent provided such subleases and assignments do not release the existing tenant of tenant obligations under such Event License, Temporary Lease or Small Shop Lease, subject to certain qualifications.

*7. Subleases and Assignments of Anchor Leases and Large Shop Leases*

Subleases and assignments of Anchor Leases and Large Shop Leases would require Port Authority Member consent prior to execution by the Westfield Member or Property Manager.

*8. Termination of Event Licenses, Temporary Leases and Small Shop Leases*

The Westfield Member or Property Manager would be authorized to terminate Event Licenses, Temporary Leases and Small Shop Leases for monetary default or a material non-monetary default without Port Authority Member's consent provided such termination is not connected to a termination of the applicable tenant (or an affiliate) at any other location owned or operated by the Westfield Member or any of its respective affiliates. Any other termination of an Event License, Temporary Lease or Small Shop Lease would require Port Authority Member consent prior to execution by the Westfield Member or Property Manager.

*9. Termination of Anchor Leases and Large Shop Leases*

Any termination of an Anchor Lease or Large Shop Lease would require Port Authority Member consent prior to execution by the Westfield Member or Property Manager.

*10. Other Amendments of Retail Leases*

Other amendments of retail leases would be subject to the same approval process applying as if such proposed amendment, together with the existing retail lease, was a new retail lease. Notwithstanding the foregoing, for retail leases other than an Anchor Lease or Large Shop Lease, no approval of an amendment would be required so long as (i) the amendment is with respect to non-economic terms which are immaterial, and (ii) with respect to economic terms, such terms do not cause the economic terms to cease to comply with the Leasing Parameters.

*11. Retail Leases for Incentive Managed Space*

Retail leases within any Class B Phase would require Port Authority Member consent prior to execution by the Westfield Member or Property Manager.

*Leasing Parameters*

The "Leasing Parameters" would be a component of the Leasing Guidelines and would contain the minimum economic and business terms for retail leases in the Retail Premises. The Leasing Parameters would contain (i) minimum initial fixed rent, (ii) maximum aggregate tenant improvement allowance and landlord special work above standard work letter and (iii) standard rent steps and escalations for various types of tenant space in the Retail Premises. The initial Leasing Parameters will be developed by the Westfield Member and approved by the Port Authority Member in accordance with the Joint Venture Agreement prior to Closing. The Leasing Parameters could be updated from time to time by Westfield with the approval by the Port Authority Member. The economic terms in any proposed retail lease would be deemed consistent and in conformity with the Leasing Parameters if the economic terms in such retail lease are within 10% of the economic terms in the Leasing Parameters.

*Compensation and Expense Reimbursement*

*1. Property Management Fees*

From and after the Grand Opening Date, Property Manager would be entitled to a management fee of 3% of the net operating income from the Retail Premises (the "Management Fee"), and with respect to Class B phases may qualify for an Incentive Management Fee. Property Manager would be authorized to pay itself from Net Lessee's account on a monthly installment basis in arrears, subject to monthly and annual adjustments and to possible escrow and disgorgement upon a termination of the Property Management and Leasing Agreement due to an Adjudicated Default (defined in "*Adjudicated Default*").

*2. Leasing Commissions*

From and after the Closing, with respect to retail leases entered into in accordance with the Leasing Guidelines, Property Manager would be entitled to a leasing brokerage fee of (i) 100% of the market leasing fee if no third-party broker is involved or (ii) 150% of the market leasing fee if a third-party broker is involved (the "Leasing Fee"). The Leasing Fee would be paid 50% upon execution of the applicable lease and the remaining 50% upon the earlier to occur of the commencement of regular monthly rent payments or the retail tenant opening for business. If any portion of a Leasing Fee is paid with respect to the initial leasing of any space at the Retail Premises and the applicable retail tenant fails to open for business or commence regular monthly payments, the Leasing Fee with respect to a subsequent lease for that space would be reduced by any Leasing Fee previously paid (to the extent the previously paid Leasing Fee was not required to be paid over to a third party broker).

*3. Expense Reimbursement*

Property Manager would be entitled to reimbursement, as an operating expense of the Retail Premises, for costs and expenses related to the management and leasing of the Retail Premises, including legal fees, the costs of maintaining a marketing center, the costs of advertising the Retail Premises and the compensation and other costs of the leasing staff, to the extent any of such costs are provided for in the Annual Plan or other approved budget.

*Property Management and Leasing Staffing*

No later than (i) for the initial Annual Plan, ninety days prior to the scheduled Grand Opening Date and (ii) for subsequent Annual Plans, November 1 prior to the fiscal year covered by such plan, Property Manager would be required to deliver an annual plan (the "Annual Plan") for Net Lessee's approval, which incorporates an operating budget, a capital expenditures budget, the projected timing and amount of required capital advances by Net Lessee, proposed insurance coverages and premiums, and a summary of all affiliate agreements related to the Retail Premises. Net Lessee's approval or disapproval of any Annual Plan would have to be consistent with the Joint Venture Agreement.

Except where acting as agent of Net Lessee as expressly authorized in the Property Management and Leasing Agreement, Property Manager would act as an independent contractor contracted by Net Lessee. All contractors or consultants engaged or supervised by Property Manager would be independent contractors or employees of Property Manager and all employees of the Retail Premises would be employed by Property Manager or its affiliates. At the termination of the Property Management and Leasing Agreement, any rights of Property Manager in any union, collective bargaining, pension or similar agreement would be assigned to the Net Lessee.

*Procurement Provisions / Screening Protocols*

No retail lease, contract for goods or services, or revenue generating agreement would be signed by or on behalf of the Net Lessee or the Joint Venture with any prospective contractor who fails to pass certain integrity screening protocols (the "Screening Protocols") that have been agreed to in concept by the Members. Within sixty days after Closing, the Members would reduce to writing the specific requirements of all Screening Protocols, which may be updated from time to time by the Members. The Screening Protocols would include at a minimum customary checks for violations of Anti-Money Laundering and Anti-Terrorism Laws and certifications as to no felony convictions or adverse actions against the Members. Any violation of the Screening Protocols would entitle the Port Authority to, at a minimum, require the termination of any such retail lease, contract or Revenue Generating Agreement.

In addition, the Members would include in certain contracts for goods or services and Revenue Generating Agreements provisions required pursuant to Port Authority procurement and legal practice.

*Performance Standard and Compliance Requirements*

Property Manager would be required to perform its duties and responsibilities as set forth in the Property Management and Leasing Agreement in a diligent and professional manner in accordance with standards for a first-class retail space in certain comparable buildings such as, for example, Time Warner Center, New York, NY, Westfield San Francisco, San Francisco, CA, Beacon Court (a/k/a The Bloomberg Building), New York, NY, and Westfield Century City Mall, Los Angeles, CA (collectively, "Comparable Buildings"). Such performance would be subject to the rights, obligation and limitations imposed on Property Manager under any agreements to which Net Lessee, Property Manager and the Retail Premises are subject.

*Default/Termination*

*1. Non-Curable Terminating Events*

Net Lessee would be able to terminate the Property Management and Leasing Agreement upon fifteen days written notice following the occurrence of any of the following termination events: (a) the bankruptcy of Property Manager; (b) foreclosure or possession by deed-in-lieu of the Retail Premises; (c) substantial casualty where Net Lessee decides not to rebuild; (d) Westfield fails to maintain, directly or indirectly, the Minimum Ownership Threshold in Net Lessee following certain events, and the same is determined to be an Adjudicated Default; (e) Property Manager with the approval, prior knowledge or complicity of certain senior executives of Property Manager commit fraud, embezzlement or theft against Net Lessee or its Affiliates which is susceptible to prosecution as a felony, and the same is determined to be an Adjudicated Default; or (f) the removal of Westfield Member as managing member of the Joint Venture due to a default by Westfield Member which is determined to be an Adjudicated Default under the Joint Venture Agreement.

*2. Curable Defaults*

Either Net Lessee or Property Manager would be able to commence the process to terminate the Property Management and Leasing Agreement by written notice from the non-defaulting party (the "Non-Defaulting Party") to the other party (the "Defaulting Party") of a default by the Defaulting Party in the performance or observance of any material term, condition or covenant of the Property Management and Leasing Agreement that constitutes a Material Default (defined below) if such Material Default continues for (1) ten days after notice, for any monetary Material Default, or (2) thirty days after notice, for any other Material Default (provided that such thirty day period shall be extended with respect to any default that is reasonably susceptible to cure but not reasonably curable within thirty days, so long as the Defaulting Party (a) has commenced the remedy as soon as is practicable after receiving such Default Notice, (b) thereafter diligently prosecutes the cure to its completion, and (c) provides notice to the Non-Defaulting Party no less often than once every thirty days as to the status of such cure.

Net Lessee would be able to terminate the Property Management and Leasing Agreement by written notice to Property Manager for certain junior-level bad acts (e.g., fraud, embezzlement, etc. by lower level employees of Property Manager), which remain uncured after applicable notice and extended cure periods, but only to the extent the same would constitute a Material Default.

The term "Material Default" would mean a default in the performance of a material obligation that remains uncured and such default (either in and of itself or taken in the aggregate with all substantially similar prior defaults which evidence a practice and pattern of neglect by the Defaulting Party) has or can reasonably be expected to have a material adverse effect on the Non-Defaulting Party or the Premises. An "Adjudicated Default" would occur if, following notice: (i) certain senior officers are unable to resolve the dispute and the Defaulting Party does not institute a judicial proceeding within sixty days of the termination notice; (ii) a court renders a final decision finding that a Material Default by the Defaulting Party occurred and the

Defaulting Party does not timely file an appeal; or (iii) a court renders a final decision, the Defaulting Party timely appeals the decision, but a second court renders a final decision finding that a Material Default by the Defaulting Party occurred.

*3. Shadow Manager*

If Property Manager, as Defaulting Party, institutes or is defending a judicial action with respect to the determination of whether a Material Default has occurred, Net Lessee would be able to appoint a reputable third party professional property manager with experience managing first-class, urban shopping centers (the "Shadow Manager") to serve as a property management consultant. Until the adjudication is finally concluded, Property Manager would be required to cooperate with the Shadow Manager and not take any material action with respect to the Retail Premises without the prior written approval of the Shadow Manager, which approval shall not be unreasonably withheld. All fees, costs, and expenses of the Shadow Manager would be paid by Port Authority Member.

*4. Fees Upon Termination*

If the Property Management and Leasing Agreement is terminated on account of an Adjudicated Default in which Property Manager is determined to be the Defaulting Party, Property Manager would be required to pay the Port Authority Member 25% of Management Fees actually paid (or escrowed by Net Lessee) during the period of adjudication. If the Property Management and Leasing Agreement is terminated, Property Manager would be entitled to all such Management Fees under the Property Management and Leasing Agreement earned prior to the termination.

<u>Development Services Agreement</u>

*Advisory Services*

The development advisory services to be performed by Development Advisor under the Development Services Agreement would include base building construction services, primary responsibility for the management and supervision of the retail tenant improvement work and move-ins, enhancement recommendation services, and development schedule services. Development Advisor would be required to provide the advisory services to a high-quality, first-class standard.

*Staffing*

In connection with the initial Project Development Budget, Development Advisor would provide a staffing plan describing all potential employees anticipated to provide development advisory services. Development Advisor would at all times be acting as an independent contractor contracted by Net Lessee, and all personnel engaged by Development Advisor would be independent contractors or employees of Development Advisor.

Development Advisor would have the right to engage consultants, advisors and other third parties to perform its obligations if provided for in (i) the Project Development Budget, for

the period prior to the Grand Opening Date; or (ii) the operating budget, for the period following the Grand Opening Date.

*Compensation and Reimbursement*

Net Lessee would pay Development Advisor a development services fee of $5 million with respect to the Initial Development Scope, payable in equal installments beginning at Closing and quarterly in arrears thereafter, and a development services fee of $1 million, subject to adjustment as provided in the Development Services Agreement, attributable to Tower 3 Above Grade, which would be paid in quarterly installments during the projected construction period for Tower 3 Above Grade.

Development Advisor would be reimbursed, without markup, for costs allocable to staff salaries and benefits as well as consultant and other third party costs, but only to the extent provided for in (i) the Project Development Budget, for the period prior to the Grand Opening Date; or (ii) the operating budget, for the period following the Grand Opening Date.

If Net Lessee does not pay an installment of the Development Services Fee or reimbursable costs within ten days of receipt of notice of deficiency, such unpaid amount would bear interest at a default rate.

*Insurance*

Development Advisor would be obligated, at its own expense, in the name of Development Advisor, Net Lessee and the Joint Venture, to provide for professional liability insurance coverage as set forth in the Development Services Agreement.

*Default/Termination*

*1. Non-Curable Terminating Events*

Net Lessee would be able to terminate the Development Services Agreement upon fifteen days written notice following the occurrence of any of the following termination events: (a) the bankruptcy of Development Advisor; (b) foreclosure or possession by deed-in-lieu of the Retail Premises; (c) substantial casualty where Net Lessee decides not to rebuild; (d) Westfield fails to maintain, directly or indirectly, the Minimum Ownership Threshold in Net Lessee following certain events, and the same is determined to be an Adjudicated Default; (e) Development Advisor with the approval, prior knowledge or complicity of certain senior executives of Development Advisor commit fraud, embezzlement or theft against Net Lessee or its Affiliates which is susceptible to prosecution as a felony, and the same is determined to be an Adjudicated Default; (f) the termination of the Property Management and Leasing Agreement due to a default by Property Manager; or (g) the removal of Westfield Member as managing member of the Joint Venture due to a default by Westfield Member which is determined to be an Adjudicated Default under the Joint Venture Agreement.

*2. Curable Defaults*

Either Net Lessee or Development Advisor would be able to commence the process to terminate the Development Services Agreement by written notice from the non-defaulting party (the "Non-Defaulting Party") to the other party (the "Defaulting Party") of a default by the Defaulting Party in the performance or observance of any material term, condition or covenant of the Development Services Agreement that constitutes a Material Default (defined below) if such Material Default continues for (1) ten days after notice, for any monetary Material Default, or (2) thirty days after notice, for any other Material Default (provided that such thirty day period shall be extended with respect to any default that is reasonably susceptible to cure but not reasonably curable within thirty days, so long as the Defaulting Party (a) has commenced the remedy as soon as is practicable after receiving such Default Notice, (b) thereafter diligently prosecutes the cure to its completion, and (c) provides notice to the Non-Defaulting Party no less often than once every thirty days as to the status of such cure. In addition, Net Lessee would be able to terminate the Development Services Agreement by written notice to Development Advisor for certain junior-level bad acts (e.g., fraud, embezzlement, etc. by lower level employees of the Development Advisor), which remain uncured after applicable notice and extended cure periods, but only to the extent the same would constitute a Material Default.

The term "Material Default" would mean a default in the performance of a material obligation that remains uncured and such default (either in and of itself or taken in the aggregate with all substantially similar prior defaults which evidence a practice and pattern of neglect by the Defaulting Party) has or can reasonably be expected to have a material adverse effect on the Non-Defaulting Party or the Premises. An "Adjudicated Default" would occur if, following notice: (i) certain senior officers are unable to resolve the dispute and the Defaulting Party does not institute a judicial proceeding within sixty days of the termination notice; (ii) a court renders a final decision finding that a Material Default by the Defaulting Party occurred and the Defaulting Party does not timely file an appeal; or (iii) a court renders a final decision, the Defaulting Party timely appeals the decision, but a second court renders a final decision finding that a Material Default by the Defaulting Party occurred.

*3. Fees Upon Termination*

If the Development Services Agreement is terminated for any reason, Development Advisor would be entitled to payment of all amounts due under the Development Services Agreement for the supervision and management of the consulting work at the date of termination equal to the product obtained by multiplying (x) the total of all amounts that would have been due to Development Advisor had Development Advisor completed the supervision and management of the consulting work by (y) the percentage of such work actually completed less (i) all amounts previously paid to Development Advisor, (ii) the liquidated amount of any claims by Net Lessee against Development Advisor and (iii) any direct reimbursable amount for staff yet to be hired at the time of such termination.

<u>Retail Net Lease</u>

The Retail Net Lease would set forth the operating and management responsibilities of Net Lessee with respect to the Retail Premises and grant rights to the Net Lessee as exclusive

retail operator of the WTC Site (subject to certain exceptions). The term of the Retail Net Lease would be for the balance of the 99-year term of the currently-existing retail net lease, expiring on July 16, 2100.

*Exclusivity*

Except within the Excluded Areas (defined below), Net Lessee would be granted the exclusive rights throughout the WTC Site (i) to develop, operate, manage and lease retail facilities and retail operations, (ii) to erect signage and advertising, except for limited non-revenue generating, non-competing signage, (iii) to conduct specialty retail leasing in carts, kiosks, retail merchandising units and the like, and (iv) to conduct all special events in designated event areas, except for non-revenue generating non-competing special events not accounting for more than 20% of available events, and to manage and calendar all special events of any nature for a fee determined by Net Lessee in its sole discretion (the fee would, however, be a nominal administrative fee with respect to non-revenue generating non-competing special events). The Port Authority would agree to cooperate with the Net Lessee in enforcing these exclusive rights and, if necessary, join in any enforcement actions brought by Net Lessee.

In addition, Net Lessee would be responsible for complying with the obligations of WTC Tower 1 LLC, as landlord under that certain lease for space in Tower 1 dated as of May 25, 2011 between WTC Tower 1 LLC and Advance Magazine Publishers Inc., d/b/a Conde Nast (the "Conde Lease"), to make available at the WTC Site a newsstand that satisfies certain requirements specified in the Conde Lease.

*Exclusions from Exclusivity*

The "Excluded Areas" would include: (a) ancillary retail locations in Towers 1 through 5 of the type commonly found in comparable office buildings, (b) in Tower 1, conference venues, a fine dining restaurant and observation deck and, in portions of Tower 1 leased to China Center New York LLC, event venues, (c) up to one and one-half floors of retail space within the first two floors of Tower 5, (d) ancillary retail within the "fare zone" of the Transportation Hub of the type commonly found in comparable transportation areas, (e) a gift shop, restaurant and food concessions stands in the PAC, (f) areas used for non-revenue generating non-competing special events in the plaza between Tower 1 and the PAC, (g) restaurants, bars and sundries shops in a full service hotel developed at the World Trade Center, (h) all retail, signage and events in the Memorial/Museum, (i) within the Greek Church site, retail uses to the extent commonly found in religious and spiritual centers, (j) upon disposal of Liberty Park to a governmental or public entity for park or other public purposes, any retail, signage and assemblies within that area, and (k) parking facilities and retail ancillary to such parking facilities.

*Site-Wide Operating and Maintenance Costs Contributions*

The Annual Rent under the Retail Net Lease would be $1. Commencing on the Grand Opening Date, Net Lessee would pay its allocated share of site-wide operating and maintenance costs, capped at $12.5 million annually (which cap would be subject to annual increase by the greater of 3% and CPI and would be proportionately adjusted during years in which the retail project is only partially complete).

*Payments in Lieu of Taxes (PILOT)*

Following the Closing, Net Lessee would make semi-annual payments to the Port Authority in an amount equal to the Net Lessee's allocated share of the PILOT payment due from the Port Authority to the City of New York pursuant to the PILOT Agreement. If the PILOT Agreement is amended, Net Lessee would not be responsible for any increases in its PILOT payment as a result of any amendment in the first fifteen years after the Grand Opening Date, and thereafter Net Lessee's responsibility for the full amount of such increases would be phased in over a five year period. In any event, Net Lessee would not be responsible for any such increases to the extent they exceed real property taxes that would be payable in the absence of a PILOT Agreement. The Port Authority would agree not to enter into amendments of the PILOT Agreement which unfairly discriminate against Net Lessee versus other World Trade Center stakeholders. If it is determined that real property taxes are payable with respect to the leased portions of the Retail Premises, Net Lessee would be responsible for the payment of all such amounts up to the amount of Net Lessee's maximum PILOT exposure as described above and the Port Authority would pay the excess.

*Utilities*

Electrical power would be supplied to the Net Lessee through a dedicated retail network and designated common spot networks at rates (including, for so long as available, rates charged by the New York Power Authority) reflecting a satisfactory mark-up for the Port Authority's electrical services costs. Net Lessee is entitled to pass on to its tenants the aforementioned amounts charged by the Port Authority together with limited additional charges to cover Net Lessee's electrical services costs.

*Security Costs*

The Net Lessee is responsible at its own cost for compliance with the Port Authority's security guidelines within the Retail Premises and the other areas in which it exercises its exclusive signage, specialty leasing and event rights that have achieved substantial completion. However, the Port Authority would agree not to adopt security guidelines that impact the Retail Premises of a standard in excess of then prevailing security standards in listed comparable buildings unless recommended by a professional third-party security expert involved in the security planning of the World Trade Center. Until security guidelines are adopted by the Port Authority after substantial completion, the Net Lessee must comply with standards that are consistent with those of listed comparable buildings. With respect to security compliance in areas outside of the Retail Premises in which the Net Lessee exercises its exclusive signage, specialty leasing and event rights, the Net Lessee must reimburse the Port Authority for any security costs incurred by the Port Authority in the provision of security services to such areas at the request of the Net Lessee or due to the Net Lessee's failure to comply with security requirements in such areas.

*Changes to Retail Development Project*

If required to serve a valid governmental purpose, the Port Authority would have certain rights to in good faith make changes to the retail development at the WTC Site or agree to

encumber the WTC Site, as described "*Certain Port Authority Rights Regarding Changes*". Being an integral part of the retail project, the Port Authority would agree to continue operating and maintaining the Transportation Hub and other essential PATH areas even if PATH services stop running at the WTC Site.

As was the case in the 2001 retail net lease and has been the case since 2001 with the SPI net leases, the Retail Net Lease would provide that in the unlikely event the Port Authority decides to sell to a non-governmental entity the Port Authority's fee interest (i.e., its interest as net lessor) in the portions of the Retail Premises leased to the Net Lessee, the Net Lessee would have a right of first offer to purchase the fee interest.

*Default/Termination*

Prior to exercising any termination rights for a Net Lessee default under the Retail Net Lease, such default must be an Adjudicated Default.

*Port Authority Manual and Legal Compliance*

Net Lessee would maintain the Retail Premises and comply with all building, health and fire codes, security guidelines and rules and regulations established by the Port Authority and amended from time to time ("Port Authority Manual"). Unless the New York City Building Code or other municipal safety codes or regulations are subsequently modified, any increased costs caused by modification of the Port Authority Manual, in excess of Net Lessee's allocable share of $1 million of capital costs in each 10-year period and in excess of Net Lessee's allocable share of $1 million per year of operating expenses, are to be borne by the Port Authority. The Port Authority would continue to maintain its statutory jurisdiction and oversight with respect to (i) compliance with applicable building codes, subject to existing agreements with the City of New York; (ii) compliance with fire, environmental, and health codes; (iii) the operating integrity, when constructed, of the elevator/escalator systems, electrical and mechanical systems, and the structural integrity of the World Trade Center; (iv) the administration of components for electrical distribution outside of the retail dedicated spot network; and (v) Port Authority police. Additionally, the Port Authority would provide sufficient staff and resources, following Substantial Completion of the Retail Premises, to operate its code compliance office in a manner that is capable of meeting the obligations assumed by that office. The Port Authority would agree to be responsible for the cost of correcting any violations issued by the Port Authority's Code Compliance Office related to defects in the original construction of the retail development project.

*Indemnification and Limitation of Liability*

The Port Authority would agree to indemnify Net Lessee for the Port Authority's breaches of the Retail Net Lease and for any liability arising under certain transaction documents during the period the Retail Premises were not net leased by the Port Authority. Except with respect to the Port Authority's obligations in the event of a casualty, the Port Authority's liability for the satisfaction of any right of the Net Lessee for the collection of a judgment or arbitration award from the Port Authority would not exceed an amount equal to the Participation Basis, increased over time by a CPI escalation.

*Insurance and Casualty: Retail Premises Base Building Improvements*

The Net Lessee would maintain casualty insurance for the full replacement cost, to the maximum extent available at commercially reasonable rates, of the Retail Premises base building improvements constructed after completion of the core and shell, the cost of which insurance would be equally split between the Port Authority Member and the Westfield Member. The Port Authority Member and the Westfield Member would agree to cooperate to obtain insurance in a coordinated, cost-effective manner. If there is a casualty and the core and shell is either unaffected or restored, the Net Lessee would restore the Retail Premises base building improvements. To the extent that insurance proceeds are not sufficient to restore such improvements, the Net Lessee would be responsible for such deficiency.

*Insurance and Casualty: Core and Shell - Towers 1, 2, 3 and 4*

With respect to the portions of the Retail Premises within Towers 1, 2, 3 and 4, to the extent that the Net Lessee believes there is a gap in the insurance coverage benefitting the Net Lessee due to insufficient Core and Shell coverage being maintained by the office net lessees of those towers pursuant to their Reciprocal Easement and Operating Agreement ("REOA") obligations, then the Westfield Member may cause the Net Lessee to obtain excess property coverage.

As between the Port Authority as lessor and the Net Lessee there would be an agreement that if an office tower has not been restored following a casualty, and such restoration is necessary in order to restore the Retail Premises, then the Net Lessee would have the right to be relieved of any obligation to restore the Retail Premises until such restoration occurs.

If during the last fifteen years of the term of an office tower net lease an office tower net lessee elects not to restore the tower following a casualty pursuant to its existing office tower net lease rights (in which case the Port Authority would receive the insurance proceeds and succeed to the office tower net lessee's interest in the applicable tower), then the Port Authority must elect either to (A) restore the tower or (B) pay to the Net Lessee an amount equal to its share of the core and shell insurance proceeds, representing the value of the then remaining term of the Retail Net Lease in no event to exceed the Retail Premises' share of such proceeds, in which event under (B) the Net Lease would be terminated with respect to the Retail Premises located in such tower. The Retail Lessee would also be entitled to retain a portion of its Retail Base Building Improvements insurance proceeds also reflecting the then remaining term of the Net Lease.

The same results would occur if the Port Authority became the owner of an office tower on account of the early termination of an office net lease, and a casualty occurs which causes the Port Authority to make a formal decision not to rebuild the Retail Premises located within such office tower. In that case, the Port Authority would pay to the Net Lessee an amount equal to the Retail Premises' share of the core and shell insurance proceeds, and the Retail Net Lease would be terminated with respect to such Retail Premises. The Retail Lessee would also be entitled to retain its Retail Base Building Improvements insurance proceeds.

*Insurance and Casualty: Core and Shell - Transportation Hub*

The Port Authority would determine the appropriate insurance coverages, policy limits and deductibles for the Transportation Hub, and would obtain such insurance as it deems appropriate, from third party insurers, an affiliated insurance provider or self insurance, subject to such retention and other terms as the Port Authority elects. The Port Authority would also have discretion as to whether or not to rebuild the Transportation Hub should a casualty occur.

Each year during the term of the Retail Net Lease, the Port Authority and the Net Lessee would reach agreement on (a) “notional” insurance coverages, policy limits and deductibles for the Transportation Hub based upon the coverages actually obtained by the net lessees of the office towers (which may include insurance on the Base Building Improvements or gap insurance purchased by Net Lessee) and utilizing comparable limits (i.e., if the limits of coverage for the office towers are X% of replacement cost, then the limits applicable to the notional insurance coverage would be the same percentage of replacement cost) (such notional insurance coverage is called the "Notional Insurance Coverage"), and (b) the premiums which would be applicable to such coverages based on the average cost per thousand for comparable coverages for the portions of the Retail Premises located within the footprint of the office towers (the "Agreed Insurance Premium"). The Retail Net Lease would provide a mechanism for determining the Notional Insurance Coverage and Agreed Insurance Premium in the event of a disagreement by utilizing an arbitration process with insurance experts. The Retail Net Lease would require the Net Lessee to pay to the Port Authority an allocated share of the Agreed Insurance Premium each year commensurate with an allocation of costs to the Retail Premises.

In the event of a casualty affecting the core and shell of the Transportation Hub which materially impacts the Retail Premises, the Port Authority would, at its election, either (i) rebuild such core and shell of the Transportation Hub (and, if applicable, the Base Building Improvements) to its condition prior to the casualty, including all common corridors and loading facilities required for the operation of the Retail Premises (a “Full Restoration”), or rebuild a portion of such core and shell of the Transportation Hub (and, if applicable, the Base Building Improvements) as may be feasible (a "Partial Restoration"), or (ii) pay to the Net Lessee an allocated share (commensurate with an allocation of costs to the Retail Premises) of the insurance proceeds, excluding deductibles, which would have been made available to the Port Authority (in a non-rebuilding scenario) if the Notional Insurance Coverage had been in place, without regard to the amount of insurance proceeds actually available (the “Hypothetical Retail Insurance Proceeds”).

If the Port Authority elects to do a Full Restoration, then the Port Authority would be responsible for Full Restoration of the Transportation Hub, including the core and shell of the Retail Premises (and, if applicable, the Base Building Improvements), without any financial contribution from the Net Lessee. If, however, a Partial Restoration occurs, then the Westfield Member (acting on behalf of the Net Lessee) would determine whether the Transportation Hub and the Retail Premises, as restored, constitutes a feasible retail facility or not: (a) if determined that it does not constitute a feasible retail facility, the Net Lessee may elect to terminate the Retail Net Lease as to the portion of the Retail Premises which are not within the footprint of the office towers and the Port Authority would pay to the Net Lessee an amount equal to the Hypothetical Retail Insurance Proceeds; or (b) if determined that it does constitute a feasible

retail facility (or if the termination option is not selected in a timely manner), the Retail Net Lease would be amended as necessary to reflect the restored facility, and the Port Authority would pay to the Net Lessee a pro rata portion of the Hypothetical Retail Insurance Proceeds. The terminated portion of the Retail Premises would thereafter be considered Excluded Areas, so that the Port Authority may utilize such portion as it desires, including for retail purposes.

*Antenna Restrictions*

Net Lessee would be prohibited from broadcasting signals that interfere with transmissions from the Tower 1 antenna or transmissions that constitute over the air TV or AM/FM radio regulated by the FCC.

*Signage*

The Net Lessee would be required to comply with "Retail Design Standards" which have been established for the Retail Premises and incorporated into the Retail Net Lease. The Retail Design Standards generally conform to the City of New York's zoning resolution for comparable commercial properties, other than with respect to certain deviations pertinent to the World Trade Center site, which have been previously accepted by the Port Authority, the City of New York and other WTC Site stakeholders. The Port Authority would have the right to require the Net Lessee to remove any offensive or distasteful signage erected pursuant to its exclusive signage rights. The Port Authority would reasonably determine whether any signage content is offensive or distasteful taking into account the standards of Comparable Buildings and the Port Authority would not be entitled to require the removal of signage which it permits at other Port Authority facilities. Additionally, the Port Authority's prior consent must be obtained for political advertising, although the Port Authority would not impose a comprehensive ban on all such advertising.

Retail Project and Certain Contract Cost Increases

In connection with the Transaction, it was recommended that the Board: (1) re-authorize the project to design and construct the World Trade Center Retail Premises, in an estimated amount of $1.966 billion, including, among other items, payments to contractors and consultants, allowances for extra work, insurance, design, construction administration, engineering, project contingency, financial expense and other project costs; and (2) authorize an increase in compensation on behalf of this and other Port Authority projects at the WTC Site of $12.4 million for the contract with SPI for design and construction administration services, of which $10.83 million is attributable to the Retail Premises. The increase in (1) is $540 million above the prior authorized amount of $1.426 billion and $411 million above the prior budget of $1.555 billion.

The phased implementation of core and shell and pre-tenant fit-out work to support the implementation of the WTC retail development throughout the WTC Site is currently authorized at a total amount of $1.426 billion. Reauthorization of the retail project was recommended at this time in order to properly align the authorized project budget with additional work necessary to implement the project, as well as certain work on behalf of other Port Authority projects at the WTC Site, which are adjacent to the Retail Premises.

Tower 2 Loading Dock

Pursuant to the Construction Agreement, PA Retail has agreed to deliver to the Net Lessee in an operational/working condition the Tower 2 loading dock and retail freight elevators at an estimated cost of $12 million. Activation of the Tower 2 loading dock would address a significant logistical concern during the retail tenant fit-out and operational phases of the project by providing loading dock access in an appropriate location close to freight elevators and corridors. This access would enable deliveries to retail tenants in the northern portion of the Transportation Hub along back of house corridors instead of requiring such retail tenants to traverse the publicly-occupied Transportation Hub and over-burdening loading docks in Tower 3 and Tower 4. To fund this unanticipated capital cost, the Port Authority would use a portion of its outstanding $30 million East Bathtub contingency amount that was authorized by the Board on August 26, 2010 and would authorize the necessary agreements with SPI.

Tower 2 Plaza Activation

The T2 Structure to Grade Project approved as part of the East Side Site Development Plan (Exhibit EE-1) provides for the ability to activate a portion of the planned Tower 2 structure at-grade (the "T2 Plaza") along/west of Church Street between Vesey and Fulton Streets. Contemplated to be retail leasable area once the above-grade office tower is developed (if at all), the T2 Plaza would provide the Port Authority with an opportunity to develop a temporary architecturally compatible interim use that activates an otherwise vacant open space and provides for revenue generating opportunity. The Port Authority would spend approximately $5.23 million to develop a plaza which would include retail merchandising units and informational kiosks. It is anticipated that such retail would be operated by the Joint Venture under terms to be agreed as the retail program becomes more fully developed. To fund this capital cost, the Port Authority would use a portion of the outstanding $30 million East Bathtub contingency amount authorized by the Board on August 26, 2010 (which amount would have an $18 million balance after reserving for the T2 Loading Dock costs as proposed above).

**********

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Lynford, Moerdler, Rechler, Samson, Schuber and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Executive Director and his designated representatives be and they each hereby are authorized, for and on behalf of the Port Authority, to take any and all action pertaining to the joint venture transaction between the Port Authority and Westfield America, Inc. consistent with the foregoing report to the Board, including the execution of contracts, agreements and other documents, together with amendments and supplements thereof, or amendments and supplements to existing contracts, agreements and other documents, and to take action in accordance with the terms of such contracts, agreements and documents, as may be necessary in connection therewith; and it is further

**RESOLVED**, that the form of all contracts and agreements, in each case, in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representatives.

Whereupon, the meeting was adjourned.

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Secretary

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

**MINUTES**
**Wednesday, May 25, 2011**


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**MINUTES of the Meeting of The Port Authority of New York and New Jersey held Wednesday, May 25, 2011 at 225 Park Avenue South, City, County and State of New York**

**PRESENT:**

| **NEW JERSEY** | **NEW YORK** |
|---|---|
| Hon. David Samson, Chairman | Hon. H. Sidney Holmes III |
| Hon. Virginia S. Bauer | Hon. Jeffrey A. Moerdler |
| Hon. Anthony R. Coscia | Hon. Henry R. Silverman |
| Hon. Raymond M. Pocino | |
| Hon. Anthony J. Sartor | |
| Hon. David S. Steiner | |

Christopher O. Ward, Executive Director
William Baroni, Jr., Deputy Executive Director
Darrell B. Buchbinder, General Counsel
Karen E. Eastman, Secretary

Heavyn-Leigh American, Associate Board Management and Support Specialist, Office of the Secretary
Susan M. Baer, Director, Aviation
Steven J. Coleman, Assistant Director, Media Relations
Claudia Dickey, Assistant Director, Public Safety
Gretchen P. DiMarco, Special Assistant to the Deputy Executive Director
John J. Drobny, Director, Security Projects
Michael G. Fabiano, Chief Financial Officer
Michael A. Fedorko, Director, Public Safety/Superintendent of Police
William J. Fellini, Assistant Director, Capital Project Management, Rail Transit
Michael B. Francois, Chief, Real Estate and Development
Cedrick T. Fulton, Director, Tunnels, Bridges and Terminals
Richard Gladstone, Director, World Trade Center Redevelopment
Glenn P. Guzi, Senior External Affairs Representative, Government and Community Affairs
Linda C. Handel, Deputy Secretary
Mary Lee Hannell, Director, Human Resources
Mark D. Hoffer, Director, New Port Initiatives, Port Commerce
Howard G. Kadin, Esq., Law
John P. Kelly, Director, Media Relations
Kirby King, Director, Technology Services
Louis J. LaCapra, Chief Administrative Officer
Cristina M. Lado, Director, Government and Community Affairs
Conor Lanz, Special Assistant to the Executive Director
Richard M. Larrabee, Director, Port Commerce
Jamie E. Loftus, Chief, Public and Government Affairs
James M. Mackey, Jr., Manager, Financial Forecasting, Management and Budget
Norma L. Manigan, Program Director, External Affairs, Marketing
Stephen Marinko, Esq., Law
Ronald Marsico, Assistant Director, Media Relations
Daniel G. McCarron, Comptroller
James E. McCoy, Manager, Board Management Support, Office of the Secretary

Dennis Mitchell, Port Authority Police Officer
Anne Marie C. Mulligan, Treasurer
Jeffrey P. Pearse, Deputy Director, Aviation
Michael S. Percival, Debt Manager, Treasury
Steven P. Plate, Deputy Chief, Capital Planning/Director, World Trade Center Construction
Desiree Ramos, External Relations Client Manager, Government and Community Affairs
Alan L. Reiss, Deputy Director, World Trade Center Construction
Timothy G. Stickelman, Assistant General Counsel
Gerald B. Stoughton, Director, Financial Analysis
Robert A. Sudman, Director, Audit
Lillian D. Valenti, Director, Procurement
Sheree Van Duyne, Manager, Policies and Protocol, Office of the Secretary
Philippe Visser, Deputy Director, Real Estate and Development
Andrew S. Warshaw, Chief of Staff to the Executive Director
David M. Wildstein, Director, Interagency Capital Projects, Office of the Deputy Executive Director
William Young, Client Manager, Government and Community Affairs
Peter J. Zipf, Chief Engineer

Guests:
Johanna Jones, Assistant Counsel, Authorities Unit, Office of the Governor of New Jersey
Eren Magri, Fried, Frank, Harris, Shiver & Jacobson LLP
Lauren S. Smith, Fried, Frank, Harris, Shiver & Jacobson LLP

Speakers:
Murray Bodin, Member of the Public
Michael DeFilippis, Second Vice President, Port Authority Police Benevolent Association, Inc.
James Hall, Group Member, Friends of LaGuardia Airport
John McAusland, General Counsel, Port Authority Police Benevolent Association, Inc.

The public meeting was called to order by Chairman Samson at 1:12 p.m. and ended at 1:45 p.m. The Board met in executive session prior to the public session.

**Action on Minutes**

The Secretary submitted for approval Minutes of the meeting of April 28, 2011. She reported that copies of these Minutes were delivered to the Governors of New York (in electronic form) and New Jersey (in paper form) on April 29, 2011. She reported further that the time for action by the Governors of New York and New Jersey expired at midnight on May 13, 2011.

Whereupon, the Board unanimously approved the Minutes of the meeting of April 28, 2011.

**Report of Audit Committee**

The Audit Committee reported, for information, on matters discussed in public and executive sessions at its meeting on May 25, 2011, which included discussion of and action taken pertaining to the retention of independent auditors for the year ending December 31, 2011, discussion of matters involving external or internal investigations or audits, and matters involving ongoing negotiations or reviews of contracts or proposals, and the report was received.

**Report of the Committee on Capital Programs/Agency Planning**

The Committee on Capital Programs/Agency Planning reported, for information, on matters discussed in public session at its meeting on May 25, 2011, which included discussion of planning for the development of an Aeronautical Operations Area pavement rehabilitation Program for all Port Authority airports, and the report was received.

**Report of the Committee on Finance**

The Committee on Finance reported, for information, on matters discussed and action taken in public session at its meeting on May 25, 2011, which included discussion of an item for the purchase of property damage and loss of revenue insurance, and an item for the negotiated sale of taxable Consolidated Bonds and Notes for capital expenditures in connection with the construction of One World Trade Center (WTC), the WTC retail development and certain other WTC site-wide infrastructure, and the report was received

**Report of the Committee on Construction**

The Committee on Construction reported, for information, on matters discussed in public session at its meeting on May 25, 2011, which included discussion of matters involving a project to install an Engineered Material Arresting System at Teterboro Airport, and a contract for the replacement of the existing toll collection system for the Port Authority's six bridge and tunnel crossings, and the report was received.

**Report of World Trade Center Redevelopment Subcommittee**

The World Trade Center Redevelopment Subcommittee reported, for information, on matters discussed in public and executive sessions at its meeting on May 25, 2011, which included discussion of several contracts and agreements in connection with the continued development of the World Trade Center site, and discussion of matters involving ongoing negotiations or reviews of contracts or proposals, and the report was received.

**Report of Special, Interim Meeting of the Committee on Operations**

In view of the absence of a quorum for the Board to act on two matters to be considered at its meeting on May 25, 2011, consistent with the Board's resolution of December 15, 1994, a special, interim meeting of the Committee on Operations was held. At the meeting, the Committee acted for and on behalf of the Board on two matters included on the agenda for the Board meeting. A copy of the minutes of the special, interim meeting of the Committee on Operations held on May 25, 2011 is included with these minutes.

**ALL AIRPORTS – AERONAUTICAL OPERATIONS AREA PAVEMENT REHABILITATION PROGRAM – PLANNING AUTHORIZATION**

It was recommended that the Board authorize planning work for the development of an Aeronautical Operations Area (AOA) pavement rehabilitation program for the Port Authority's five airports, at an estimated cost of $16 million.

The Federal Aviation Administration (FAA) requires the Port Authority to maintain a Pavement Management Program for all of its airports. This program provides information on current conditions of the AOA and a forecast of its conditions. Annual inspections have identified one runway, 27 taxiways, and portions of the restricted service roads at John F. Kennedy International Airport (JFK), two runways and ten taxiways at Newark Liberty International Airport (EWR), one runway and ten taxiways at LaGuardia Airport (LGA), two taxiways at Teterboro Airport (TEB), and eight taxiways and three aprons at Stewart International Airport (SWF) that require rehabilitation between 2011 and 2014 to maintain a state of good repair.

This planning effort would include functional planning, conceptual design, cost estimating and coordination with the FAA. Physical site surveying and subsurface investigations for pavements and electrical systems would be performed as necessary, defining the project scope limits, lighting, FAA navigational aids and updates or replacements required for regulatory compliance and any operational requirements. It is anticipated that in 2011 staff would commence design of the highest priority projects, including Taxiway P at JFK, Runway 4R and Taxiway P at EWR and Runway 13-31 at LGA. The objective of this planning effort is to rehabilitate these pavements before significantly more costly repairs are required.

The taxiway planning work also would seek opportunities for delay reduction, by means of widened taxiways, enlarged taxiway turn radii and realigned taxiway entrances and exits.

Managing a modern airport requires adherence to the latest FAA design and operational standards. Where possible, the elimination of FAA "Modification of Standards" variances would be considered. One such instance is widening Taxiway P at JFK to accommodate Group VI aircraft.

Pavement rehabilitation work at JFK's Runway 4L-22R and SWF's Runways 9-27 and 16-34 has not been included under the proposed program, due to the complexity of those runways, but will proceed under separate future authorizations.

Costs associated with this planning work would be fully recoverable under the LGA and JFK Flight Fee Agreements and the Flight Fee Component of the Master Lease Agreement at EWR. Costs associated with this work at TEB and SWF would not be recoverable. In addition, staff would seek to recover planning costs through Passenger Facility Charges and Airport Improvement Program grants.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**RESOLVED**, that planning work for the development of an Aeronautical Operations Area pavement rehabilitation program for John F. Kennedy International, LaGuardia, Newark Liberty International, Stewart International and Teterboro Airports, at an estimated cost of $16 million, be and it hereby is authorized; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to take action with respect to contracts for professional and advisory services and such other contracts and agreements as may be necessary to effectuate the foregoing planning work, pursuant to authority granted in the By-Laws or other resolution adopted by the Board; and it is further

**RESOLVED**, that the form of all documents and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**TETERBORO AIRPORT – DESIGN AND CONSTRUCTION OF AN ENGINEERED MATERIAL ARRESTING SYSTEM FOR RUNWAY 24 – PROJECT AUTHORIZATION AND AWARD OF CONTRACT TEB-144.038**

It was recommended that the Board authorize: (1) a project for the design and construction of an Engineered Material Arresting System (EMAS) for Runway 24 at Teterboro Airport (TEB), at an estimated total project cost of $27.1 million; and (2) the Executive Director to: (a) award Contract TEB-144.038 to TEB 24 Arrestor Bed Joint Venture (a joint venture of Engineered Arresting Systems Corporation (ESCO) and Jacobs Engineering), for the design and construction of the EMAS, at an estimated cost of $17.7 million, inclusive of allowances for extra work and net cost work; (b) enter into agreements with appropriate entities to satisfy conditions related to the mitigation of wetland and floodplain impacts in connection with permits and approvals for the project, at an estimated cost of $4.5 million; and (c) enter into an agreement with the Federal Aviation Administration (FAA) for the Port Authority to reimburse the FAA for its costs, in an estimated amount of $100,000, associated with the FAA's review of project designs required for completion of the project.

In 1999, the FAA established a program designed to improve Runway Safety Areas at federally obligated airports. The EMAS was developed as a component of that program to enhance runway safety requirements, and has proved to be successful.

Subsequently, the FAA funded analyses of Runway Safety Areas at Port Authority airports and identified the installation of an EMAS as the most practical alternative for providing an enhanced Runway Safety Area for Runway 24 at TEB. Contract TEB-144.038 would provide for the design and construction of an EMAS for Runway 24 and for associated work, including: computer modeling, site preparation, paving of the support surface, manufacturing and block installation, construction management, obtaining certain permits, and one year of quarterly inspections and maintenance. Contract TEB-144.038 would be a negotiated contract with the joint venture of ESCO and Jacobs Engineering, due to the proprietary nature of the technology and an FAA requirement to use ESCO, the sole approved contractor.

An agreement with the FAA also would be entered into covering reimbursement to the FAA of costs associated with its review of designs for the project.

Various environmental permits and approvals would have to be obtained for the project. Staff proposed to enter into agreements with appropriate entities to satisfy conditions, including those related to the mitigation of wetland and floodplain impacts, in connection with such permits and approvals for the project, at an estimated cost of $4.5 million.

An application has been submitted to the FAA to recover 95 percent of eligible design and construction costs associated with this project through federal Airport Improvement Program (AIP) grants.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**RESOLVED,** that a project for the design and construction of an Engineered Material Arresting System (EMAS) for Runway 24 at Teterboro Airport, at an estimated total project cost of $27.1 million, including payments to contractors, allowances for extra work (if necessary) and net cost work, engineering, administrative and financial expenses and a contingency (if necessary), be and it hereby is authorized; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to award Contract TEB-144.038 to TEB 24 Arrestor Bed Joint Venture (a joint venture of Engineered Arresting Systems Corporation and Jacobs Engineering), for the design and construction of the EMAS, at an estimated cost of $17.7 million, inclusive of allowances for extra work and net cost work; and it is further

**RESOLVED,** that the Executive Director be and he is hereby authorized, for and on behalf of the Port Authority, to enter into an agreement with the Federal Aviation Administration (FAA) for the Port Authority to reimburse the FAA for its costs, in an estimated amount of $100,000, associated with the FAA's review of project designs for the foregoing project; and it is further

**RESOLVED,** that the Executive Director be and he is hereby authorized, for and on behalf the Port Authority, to enter into agreements with appropriate entities to satisfy conditions, including, but not limited to, those related to mitigation of wetland and floodplain impacts in connection with permits and approvals for the foregoing project, at an estimated cost of $4.5 million; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to take action with respect to other contracts for professional and advisory services and such other contracts and agreements as may be necessary to effectuate the foregoing project, pursuant to authority granted in the By-Laws or other resolution adopted by the Board; and it is further

**RESOLVED**, that the form of all contracts and agreements in connection with the foregoing project shall be subject to the approval of General Counsel or his authorized representative.

**BAYONNE BRIDGE – NAVIGATIONAL CLEARANCE PROGRAM – INCREASE IN PLANNING AUTHORIZATION AND AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT**

It was recommended that the Board authorize: (1) an increase of $25 million in the amount of the planning authorization to perform preliminary and final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program (BBNCP), resulting in a total authorization of $35 million; (2) the Executive Director to: (a) enter into an expert professional services agreement with HDR Engineering Inc./PB Americas Inc. (HDR/PB) to provide preliminary and final engineering services for the BBNCP, in a total amount not to exceed $9,300,000, inclusive of a contingency, of which $5,800,000 in funding for Stage II and III planning services is being requested as part of the proposed increase in planning authorization; and (b) enter into agreements associated with right-of-way planning, which, among other matters, may contain indemnification provisions, with said agreements to include, but not be limited to, real estate appraisals and title searches, and enter into agreements with property owners for site investigations and surveys, and to incur costs in connection therewith.

The completion of the expansion of the Panama Canal in 2014 is expected to result in a shift to larger ships servicing the bi-state region and other East Coast markets. The existing 151-foot clearance of the Bayonne Bridge already hinders modern containerships from accessing terminals west of the Bayonne Bridge. Such a limitation is likely to cause a reduction of competitiveness of the Port of New York and New Jersey (Port) and diversion of cargo to other East Coast ports. This could have a negative economic impact on the region, as a result of decreased activity. The diversion of cargo could have negative environmental impacts, resulting from increased pollution and congestion associated with additional truck trips into and out of the region that would be necessary to pick up and deliver local cargo diverted to other ports. The use of larger vessels will offer potential benefits in reducing transportation costs to regional customers, but may require potential investments in modifying infrastructure to accommodate these vessels.

The Board, at its meeting of March 27, 2008, authorized the Port Authority to enter into agreements with the U.S. Army Corps of Engineers (Corps) and the U.S. Coast Guard (Coast Guard), pursuant to which the Port Authority is providing approximately $300,000 toward the cost of work being undertaken by the Corps, with input from the Coast Guard, to conduct an independent assessment of the impact of the current 151-foot navigational clearance on future Port trade, navigational safety and security, and national transportation economics. Findings from this assessment indicate that, due to economies of scale, shipping companies will utilize much larger ships in the near future, which will be restricted by the current 151-foot navigational clearance at the Bayonne Bridge. Additionally, the Corps' economic analysis finds a positive cost-benefit ratio to increasing the navigational clearance of the Bayonne Bridge, in terms of national economic development benefits. Recently completed conceptual engineering studies established preliminary cost estimate ranges for the various bridge modification and replacement options, as well as possible construction schedules. Options studied included raising the bridge or replacing it with either a new bridge or a vehicular tunnel, and examining future mass transit and roadway alternatives with each option.

The Board, at its meeting of August 13, 2009, authorized the expenditure of $10 million for planning and conceptual engineering services and to perform a preliminary alternatives

analysis of options to address the navigational clearance limitations posed by the Bayonne Bridge. Subsequently, the Board, at its meeting of September 14, 2010, authorized the provision of $1 billion in Port Authority capital funding capacity for the BBNCP.

In December 2010, upon review of the preliminary alternatives analysis of options, the Port Authority announced that it had selected the raising of the roadway as the best solution to the Bayonne Bridge navigational clearance limitation.

HDR/PB, the highest-rated proposer in response to a publicly advertised Request-for-Proposals process, would be retained to assist with this planning effort, at a cost of up to $5,800,000, under an agreement to support the design and implementation of the BBNCP. Additional work to support further planning and construction support services, estimated at approximately $3.5 million, would be subject to further authorization, as part of future Board action(s) to implement the BBNCP.

The scope of work under the proposed increase in planning authorization includes performance of preliminary and final planning and engineering design services to prepare Design/Build contract documents for the modification of the Bayonne Bridge, as well as construction support services for the Port Authority throughout final design and construction.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Silverman and Steiner voting in favor; Commissioner Sartor recused and did not participate in the consideration of or vote on this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that an increase of $25 million in the amount of the planning authorization to perform preliminary and final planning and engineering design services for the Bayonne Bridge Navigational Clearance Program (BBNCP), resulting in a total authorization of $35 million, be and it hereby is authorized; and it is further
>
> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into an agreement with HDR Inc./PB Americas Inc., to provide preliminary and final engineering services, in a total amount not to exceed $9,300,000, inclusive of a contingency, of which $5,800,000 in funding for Stage II and III planning services is part of the foregoing increase in planning authorization; and it is further
>
> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into agreements associated with right-of-way planning, which, among other matters, may contain indemnification provisions, with said agreements to include, but not be limited to, real estate appraisals and title searches, and enter into agreements with property owners for site investigations and surveys, and to incur costs in connection therewith; and it is further

**RESOLVED**, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**DOWNTOWN RESTORATION PROGRAM – WORLD TRADE CENTER STREETS, UTILITIES AND RELATED INFRASTRUCTURE PROGRAM – PHASE II – FINAL STREETS AND SIDEWALK SURFACES, STREETSCAPE ELEMENTS AND OPEN SPACES – AWARD OF CONTRACT**

It was recommended that the Board authorize the Executive Director to award Contract WTC-324.359.01, through construction manager Tishman Construction Corporation (Tishman), to Paul J. Scariano, Inc., the lowest bidder pursuant to a publicly advertised/low-bid process, for the installation of final streets and sidewalk surfaces, streetscape elements and open spaces along Greenwich and Liberty Streets, as part of Phase II of the World Trade Center (WTC) Streets, Utilities and Related Infrastructure Program (WTC Streets Program), at an estimated cost of $5,589,910, inclusive of allowances for extra work and net cost work.

Under prior authorizations through 2006, the Board authorized up to $10 million in planning work for the preliminary design of the WTC Streets Program. The WTC Streets Program is a multi-phase program to restore streets and sidewalks, implement traffic measures and develop public space at the WTC site. At its meeting of January 22, 2009, the Board authorized Phase I of the WTC Streets Program (design and installation of utilities, below-grade structures and interim street and sidewalk surfaces), at an estimated amount of $55 million. On February 25, 2010, the Board authorized the award of a contract under Phase I to CAC Industries, Inc. for the installation of utilities, interim sidewalks and roadway surfaces along Fulton, Greenwich and Liberty Streets, at an estimated cost of $10.2 million.

At its meeting of October 22, 2009, the Board authorized Phase II of the WTC Streets Program, which includes final design and construction of street and sidewalk surface finishes, trees, paving, bollards and streetscape furniture, at an estimated amount of $140 million, including the provision of expert professional architectural and engineering services by Downtown Streetscape Partners, in an estimated amount of $5 million. Via a related action at that meeting, the Board also authorized the retention of Tishman to provide construction management services to support the WTC Streets Program and other projects at the WTC site.

The scope of work for Contract WTC-324.359.01 includes the installation of granite sidewalks and curbing consistent with the Memorial Plaza, bollards (including structural foundations and associated covers), streetlights, traffic signals, fire hydrants, concrete roadbed foundations, asphalt surfaces, trees and streetscape furniture for Greenwich and Liberty Streets adjacent to the Memorial Plaza. The sidewalk trees to be installed were procured under an early-action agreement with the WTC Memorial Foundation; granite paver and curb materials within the Memorial Plaza sidewalk were pre-purchased under the existing Memorial construction trade contract for plaza pavers.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Silverman and Steiner voting in favor; Commissioner Sartor recused and did not participate in the consideration of or vote on this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to award Contract WTC-324.359.01, through construction manager Tishman Construction Corporation, to Paul J. Scariano, Inc. for

the installation of final streets and sidewalk surfaces, streetscape elements and open spaces along Greenwich and Liberty Streets, as part of Phase II of the World Trade Center Streets, Utilities and Related Infrastructure Program, at a total estimated cost of $5,589,910, inclusive of allowances for extra work and net cost work; and it is further

**RESOLVED**, that the form of all contracts, agreements and documents in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER TRANSPORTATION HUB PROJECT – SYSTEMS ACCEPTANCE TESTING AND SUSTAINABILITY COMPLIANCE SERVICES – AWARD OF CONTRACT**

It was recommended that the Board authorize the Executive Director to award a contract to Jacobs Engineering New York, Inc. to provide for systems acceptance testing and sustainability compliance services under various trade contracts for the World Trade Center Transportation Hub (WTC Hub) Project for a four-year term, at an estimated total cost of $9,241,739, inclusive of extra work.

The WTC Hub Project is necessary to re-establish and enhance transportation facilities and infrastructure that existed at the World Trade Center complex prior to September 11, 2001, and to ensure the long-term accessibility and economic vitality of Lower Manhattan. At its meetings between June 2010 and December 2010, the Board authorized the award of trade contracts for heating, ventilation and air conditioning (HVAC), mechanical, electrical and plumbing, vertical transportation, fire alarm, telecommunications, fire protection, and building automation and temperature control systems associated with the design and construction of the WTC Hub. The contractor responsible for each system is required to conduct acceptance testing to ensure that the system performs according to contract specifications.

The scope of work under the proposed contract provides for: coordination and witnessing of the acceptance testing of the above-mentioned systems to ensure functionality and interface with other systems; auditing of the systems testing to ensure that the systems are in compliance with World Trade Center Sustainability Design Guidelines (WTC SDG); preparing and executing a plan and protocols for the systems acceptance testing; and submitting a comprehensive final report. WTC-SDG work is required to ensure that the HVAC, electrical and plumbing, vertical transportation and architectural systems for the building envelope infrastructure operate in accordance with environmental performance commitments made to the Federal Transit Administration (FTA). The recommended award is to the highest technically rated proposer, based on a Request for Proposals, in accordance with FTA procurement requirements.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to award a contract to Jacobs Engineering New York, Inc. for systems acceptance testing and sustainability compliance services under various trade contracts for the World Trade Center Transportation Hub Project for a four-year term, at an estimated total cost of $9,241,739, inclusive of extra work; and it is further
>
> **RESOLVED**, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER RETAIL AND PARKING PRE-TENANT FIT-OUT PROJECTS – AUTHORIZATION TO AWARD A CONSTRUCTION TRADE CONTRACT FOR HEATING AND AIR CONDITIONING**

It was recommended that the Board authorize the Executive Director to award a construction trade contract to F.W. Sims, Inc. for fabricating, furnishing and installing heating and air conditioning (HAC) equipment and related infrastructure, at an estimated amount of $2,106,000, inclusive of an eight-percent allowance for extra work. This trade contract would satisfy the HAC requirements of the World Trade Center (WTC) retail and parking areas located in the East Bathtub, within the above- and below-grade areas of Tower 4 and the below-grade areas of Tower 3. This work is the responsibility of the Port Authority and its wholly owned entity, WTC Retail LLC.

The scope of work under the proposed contract includes the furnishing and installation of an HAC system in Tower 4 at the fourth floor and fourth-floor mezzanine areas, including a complete mechanical piping system, chilled water and hot water distribution, steam piping, all associated pipe insulation, start-up and testing and temporary HAC services. The proposed contract includes a warranty for a period of one year, commencing on the date of formal acceptance, or through December 31, 2016, whichever time period is later.

The HAC requirements for the remaining parking and retail areas within the East and West Bathtubs, including the below-grade areas of Tower 2, the above-grade areas of Tower 3, the WTC Transportation Hub and the West Bathtub, would be procured separately via a competitive process.

Staff performed an extensive schedule and logistics review, which identified an immediate need to procure and install the currently proposed HAC equipment, in order to maintain coordination in the construction of building systems and subsystems within Tower 4. As a result, Tishman/Turner Joint Venture III, a joint venture of Tishman Construction Corporation and Turner Construction Company (Tishman/Turner), solicited bids from three contractors currently performing HAC work at the WTC site. The recommended awardee, F.W. Sims, Inc., submitted the lowest bid in response to the solicitation.

The proposed trade contract would be awarded through Tishman/Turner, with which the Port Authority recently entered into an agreement to perform construction management "as agent for" services to implement a portion of the pre-tenant fit-out work for the WTC Retail and Parking Projects, as authorized by the Board at its meeting of February 24, 2011.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Silverman and Steiner voting in favor; Commissioner Sartor recused and did not participate in the consideration of or vote on this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority and its wholly owned entity, WTC Retail LLC, to award a construction trade contract, through construction manager Tishman/Turner Joint Venture III, a joint venture of Tishman Construction Corporation and Turner Construction Company, to F.W. Sims, Inc., to fabricate,

furnish and install heating and air conditioning (HAC) equipment and related infrastructure to satisfy the HAC requirements of the World Trade Center retail and parking areas located in the East Bathtub within the below-grade areas of Tower 3 and the above- and below-grade areas of Tower 4, at an estimated total amount of $2,106,000, inclusive of an eight-percent allowance for extra work; and it is further

**RESOLVED**, that the form of any contracts and agreements required in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER RETAIL AND PARKING PRE-TENANT FIT-OUT PROJECTS – AUTHORIZATION TO AWARD A CONSTRUCTION TRADE CONTRACT FOR VENTILATION**

It was recommended that the Board authorize the Executive Director to award a construction trade contract to ASM Mechanical Corporation for fabricating, furnishing and installing ventilation equipment and related infrastructure, at an estimated amount of $3,483,000, inclusive of an eight-percent allowance for extra work. This work would satisfy the ventilation requirements of the World Trade Center (WTC) retail and parking areas located in the East Bathtub, within the above- and below-grade areas of Tower 4 and the below-grade areas of Tower 3. This work is the responsibility of the Port Authority and its wholly owned entity, WTC Retail LLC.

The scope of work under the proposed contract includes furnishing and installing a complete ventilation system in Tower 4 at the fourth floor and fourth-floor mezzanine areas, including duct rough-in, insulation, sound traps, motor starters, vibration eliminators, dampers, start-up and testing and temporary ventilation services. The proposed contract includes a warranty for a period of one year, commencing on the date of formal acceptance, or through December 31, 2016, whichever time period is later.

The ventilation requirements for the remaining parking and retail areas within the East and West Bathtubs, including the below-grade areas of Tower 2, the above-grade areas of Tower 3, the WTC Transportation Hub and the West Bathtub, would be procured separately via a competitive process.

Staff performed an extensive schedule and logistics review, which identified an immediate need to procure and install the currently proposed ventilation equipment, in order to maintain coordination in the construction of building systems and subsystems within Tower 4. As a result, Tishman/Turner Joint Venture III, a joint venture of Tishman Construction Corporation and Turner Construction Company (Tishman/Turner), solicited bids from four contractors currently performing ventilation work at the WTC site. The recommended awardee, ASM Mechanical Corporation, submitted the lowest bid in response to the solicitation.

The proposed trade contract would be awarded through Tishman/Turner, with which the Port Authority recently entered into an agreement to perform construction management "as agent for" services to implement a portion of the pre-tenant fit-out work for the WTC Retail and Parking Projects, as authorized by the Board at its meeting of February 24, 2011.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Silverman and Steiner voting in favor; Commissioner Sartor recused and did not participate in the consideration of or vote on this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority and its wholly owned entity, WTC Retail LLC, to award a construction trade contract, through construction manager Tishman/Turner Joint Venture III, a joint venture of Tishman Construction Corporation and Turner Construction Company, to ASM Mechanical Corporation, to

fabricate, furnish and install ventilation equipment and related infrastructure to satisfy the ventilation requirements of the World Trade Center retail and parking areas located in the East Bathtub within the below-grade areas of Tower 3 and the above- and below-grade areas of Tower 4, at an estimated total amount of $3,483,000, inclusive of an eight-percent allowance for extra work; and it is further

**RESOLVED**, that the form of any contracts and agreements required in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER RETAIL AND PARKING PRE-TENANT FIT-OUT PROJECTS – AUTHORIZATION TO AWARD A CONSTRUCTION TRADE CONTRACT FOR ELECTRICAL WORK**

It was recommended that the Board authorize the Executive Director to award a construction trade contract to Five Star Electric Corporation for fabricating, furnishing and installing electrical equipment and related infrastructure, at an estimated amount of $6,231,600, including an eight-percent allowance for extra work. This work would satisfy electrical system requirements for the World Trade Center (WTC) retail and parking areas located in the East Bathtub, within the above- and below-grade areas of Tower 4 and in the below-grade areas of Tower 3. This work is the responsibility of the Port Authority and its wholly owned entity, WTC Retail LLC.

The scope of work under this proposed contract includes: (1) furnishing and installing (in Tower 4 at the fourth floor, the fourth-floor mezzanine and the third basement level areas) an electrical system that includes distribution equipment, panels, meters, conduit, boxes, wire, cable, motor connections, lighting and lighting connections; (2) start-up and testing and temporary electric services; and (3) installing a spot network that was procured previously under a separate contract. The electrical system contract would include a warranty for a period of one year, commencing at the date of owner acceptance, or through December 31, 2016, whichever time period is later.

The electrical requirements for the balance of parking and retail areas within the East and West Bathtubs, including the below-grade areas of Tower 2, the above-grade areas of Tower 3, the WTC Transportation Hub and the West Bathtub, would be procured separately via a competitive process.

Following an extensive schedule and logistics review, staff determined that there was an immediate need to procure the electrical system, in order to facilitate the coordinated construction of building systems and subsystems in Tower 4. As a result, Tishman/Turner Joint Venture III, a joint venture of Tishman Construction Corporation and Turner Construction Company (Tishman/Turner), solicited bids from three contractors currently performing electrical work at the WTC site. The recommended awardee, Five Star Electric Corporation, submitted the lowest bid in response to the solicitation.

The proposed trade contract would be awarded through Tishman/Turner, with which the Port Authority recently entered into an agreement to perform construction management "as agent for" services to implement a portion of the pre-tenant fit-out work for the WTC Retail and Parking Projects, as authorized by the Board at its meeting of February 24, 2011.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Silverman and Steiner voting in favor; Commissioner Sartor recused and did not participate in the consideration of or vote on this item. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority and its wholly owned entity, WTC Retail LLC, to award a construction trade contract, through construction manager

Tishman/Turner Joint Venture III, a joint venture of Tishman Construction Corporation and Turner Construction Company, to Five Star Electric Corporation, to fabricate, furnish and install electrical equipment and related infrastructure to satisfy the electrical system requirements of the World Trade Center retail and parking areas located in the East Bathtub within the below-grade areas of Tower 3 and the above- and below-grade areas of Tower 4, at an estimated total amount of $6,231,600, inclusive of an eight-percent allowance for extra work; and it is further

**RESOLVED**, that the form of any contracts and agreements required in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**DOWNTOWN RESTORATION PROGRAM – PERFORMANCE OF EXPERT STRUCTURAL STEEL INSPECTIONS AND TESTING SERVICES ON A CALL-IN BASIS – INCREASE IN AUTHORIZATION**

It was recommended that the Board authorize the Executive Director to amend existing engineering call-in agreements with MACTEC Engineering and Consulting (MACTEC) and Pennoni Associates, Inc. (Pennoni) for structural steel inspection and materials testing services for projects at the World Trade Center (WTC) site, by increasing the maximum amount payable under each agreement by $2 million (from $1.5 million to $3.5 million) for additional services to be required in 2011.

In order to augment staff resources, five firms, including MACTEC and Pennoni, perform structural steel inspections and materials testing services on an as-needed/call-in basis for the following projects at the WTC site: One World Trade Center, the WTC Transportation Hub, Vehicular Security Center, Central Chiller Plant and the Memorial and Museum. Those call-in agreements were awarded pursuant to competitive solicitations and are limited to $1.5 million per firm per annual agreement. Services provided under those agreements include inspection of structural steel members, on-site monitoring of contractor quality-control procedures, testing welded and bolted connections, testing at steel fabricating shops and testing for conformity with building code and contract specifications.

The proposed increase in authorization would ensure that MACTEC and Pennoni remain available on a call-in basis, in order to continue the steel testing and acceptance of the high volume of steel anticipated for fabrication and erection during 2011 in support of the WTC redevelopment. Although all five firms currently are providing these services for projects at the WTC site, MACTEC and Pennoni are nearing the dollar limits of the existing authorization for their services, and the other three firms already are providing the maximum amount of service their staffing resources will allow. Therefore, the only way to maintain current staffing levels required for steel inspections and testing at the WTC site is to increase MACTEC's and Pennoni's authorization limits. Furthermore, it is critical to the construction schedule that continuity of staff is maintained. The proposed increase of $2 million per firm would ensure the continued availability of MACTEC and Pennoni to perform these services, thereby increasing the aggregate compensation with each firm to up to $3.5 million for 2011.

Authorization of funds at this time would ensure that construction efforts associated with the WTC redevelopment program continue, consistent with schedule requirements. The monitoring of contractor quality-control procedures, inspection of structural steel members for dimensional accuracy, monitoring and testing of all bolted connections, and the performance of visual and non-destructive testing of welds is necessary to ensure a quality installation and conformity with building code and contract specifications.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to amend the existing engineering call-in agreements with MACTEC Engineering and Consulting and Pennoni Associates, Inc. for structural steel inspection and materials testing services for projects at the World Trade Center site, by increasing each agreement's current cap by $2 million, from $1.5 million to $3.5 million per firm, for additional services to be required in 2011; and it is further

**RESOLVED,** that the form of all documents necessary to effectuate the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**AUTHORIZATION FOR THE PORT AUTHORITY TO PROVIDE FINANCIAL SUPPORT TOWARD THE DEVELOPMENT OF THE NATIONAL LAW ENFORCEMENT MUSEUM**

It was recommended that the Board authorize the Executive Director to enter into an agreement with the National Law Enforcement Officers Memorial Fund for the Port Authority to provide financial support, in the amount of $250,000, toward the development of the National Law Enforcement Museum (Museum) in Washington, D.C.

Scheduled to open in late 2013, the Museum will be a 55,000-square-foot building located across the street from the National Law Enforcement Officers Memorial (Memorial) in Washington, D.C.'s Judiciary Square. The Museum will serve as a natural complement to the Memorial, helping visitors to understand and appreciate the vital role of law enforcement officers in promoting and ensuring public safety. It will educate visitors about the history of law enforcement in the United States through high-tech interactive exhibits, including historical and contemporary artifacts, oral histories and extensive educational programming.

The Museum will include an exhibit tentatively entitled, "A Tribute to the Heroes of 9/11," dedicated to those law enforcement officers, including 37 members of the Port Authority Police Department, who lost their lives while responding to the terrorist attacks of September 11, 2001. This exhibit will provide an important opportunity to educate visitors about the unique and vital role played by the Port Authority Police Department. In recognition of the proposed financial support, the Port Authority's name would be included in perpetuity on the Museum's Major Donor Wall, which is the first feature visitors will see upon entering the Museum.

The funds to be provided toward the development of the Museum would be derived from the federal Asset Forfeiture Program. Approval has been obtained from the U.S. Department of Justice.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Executive Director be he hereby is authorized, for and on behalf of the Port Authority, to enter into an agreement with the National Law Enforcement Officers Memorial Fund for the Port Authority to provide financial support, in the amount of $250,000, toward the development of the National Law Enforcement Museum; and it is further
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> **RESOLVED**, that the form of the foregoing agreement shall be subject to the approval of General Counsel or his authorized representative.

**GOETHALS BRIDGE MODERNIZATION PROGRAM – AUTHORIZATION TO SOLICIT PROPOSALS FOR A CONTRACT TO DESIGN, BUILD, FINANCE, AND MAINTAIN A REPLACEMENT GOETHALS BRIDGE**

It was recommended that the Board authorize the Executive Director to take action, as necessary, to solicit proposals for a contract to design, build, finance, and maintain a replacement Goethals Bridge, through a Request-for-Proposals (RFP) procurement process, in furtherance of the Goethals Bridge Modernization Program (Program or GBMP).

The Goethals Bridge is a crucial asset to the productivity of the New York-New Jersey region. Its strategic location in the heart of a complex surface transportation network provides truck and automobile connections among the New Jersey Turnpike, U.S. Routes 1&9 and other New Jersey highways, the Staten Island Expressway (Interstate 278), and the Verrazano-Narrows Bridge. The Goethals Bridge sustains the robust commercial activity of the Howland Hook Marine Terminal, and its proximity to Newark Liberty International Airport positions it at the center of one of the largest air cargo gateways in the nation. Despite increasing reliance on freight rail operations to move goods to and from these gateway areas, the major portion of such goods is transported by truck, making the Goethals Bridge essential to moving cargo to and from airports and seaports to regional hinterland markets.

Constructed in 1928 to then-current criteria and standards, the Goethals Bridge is now approaching functional obsolescence. Compared to today's standard 12-foot-wide lanes, the Goethals Bridge's ten-foot-wide lanes present a safety issue for trucks and wider vehicles, and cause congestion. The roadway traversing the bridge contains only two lanes in each direction and lacks shoulders, which impedes access to the bridge during emergencies. Additionally, the increasing growth of traffic on the Goethals Bridge has resulted in traffic conditions at or near capacity during peak periods. Due to these factors, there is a need to replace the Goethals Bridge with a modern structure.

At its meeting of September 10, 2003, the Board authorized planning work, in an estimated amount of $47 million, to advance the GBMP, which included planning and design work, preparation of an Environmental Impact Statement (EIS) under the federal National Environmental Policy Act, and planning work associated with the Program right-of-way. During this planning phase, the bridge deck was rehabilitated in 2006, with the intention of ensuring that the deck would function adequately for a period of approximately ten years, while planning work and subsequent replacement of the bridge occurred. In February 2009, it became necessary for the Board to authorize a $13 million increase in the amount of the planning authorization, to provide for additional planning and design work to complete the GBMP EIS. This increase included $900,000 for preliminary planning, environmental analysis, and design support associated with potential improvements to the Interstate 278/U.S. Routes 1&9 Interchange Ramps that provide access to the Goethals Bridge.

Staff initiated a study to explore alternative financing methods to replace the Goethals Bridge. The results of the study led to a recommendation to replace the Goethals Bridge through a public-private partnership project delivery method known as design-build-finance-maintain (DBFM). To explore further the viability of utilizing this innovative structure to deliver this critical transportation infrastructure project, staff issued a Request for Information (RFI) in May 2010 to obtain industry feedback and comments on the Port Authority's proposed approach. Based on insight gained through feedback from the RFI, staff issued a Request for Qualifications

(RFQ) in October 2010, pursuant to which eight responding DBFM teams submitted their Statements of Qualifications in January 2011.

On March 29, 2011, the Board authorized a project for Phase I of the Program, which included: the purchase of options to acquire property, the execution of right-of-entry agreements and commencement of pre-vesting condemnation processes; development of Program-related documents, including a RFP for the design, construction, financing and maintenance of the replacement Goethals Bridge; continuation of existing contracts and/or award of new contracts for professional services, program management, environmental, technical, financial support, a relocation specialist and other work, such as preparation of applications for permits and other documents; program management support; and work associated with the preparation and application for a federal Transportation Infrastructure Finance and Innovation Act loan, as well as an application to support the allocation of Private Activity Bonds towards the project.

Under this proposed authorization, staff would solicit proposals from a short list of those respondents to the October 2010 RFQ deemed best qualified to participate in the RFP process. All costs associated with this proposed authorization would be covered under the Board's March 2011 authorization of the project for Phase I of the Program.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to take action, as may be necessary, to solicit proposals for a contract to design, build, finance and maintain a replacement Goethals Bridge, through a Request-for-Proposals procurement process, in furtherance of the Goethals Bridge Modernization Program; and it is further
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> **RESOLVED**, that the form of all contracts, agreements and other documents necessary in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**PORT OF NEW YORK AND NEW JERSEY – PORT AUTHORITY TRUCK REPLACEMENT PROGRAM – AMENDMENT**

It was recommended that the Board amend the Truck Replacement Program authorized by the Board at its meeting on July 23, 2009 (the Program) by expanding the eligibility of drayage trucks that can be replaced under the Program to include those drayage trucks with model year engines 2003 or older that frequently serve the Port of New York and New Jersey (Port), to enable the Program to achieve its goals to improve air quality at the Port and in the surrounding communities.

At its meeting of July 23, 2009, the Board authorized the establishment of the Program to effectuate the replacement of approximately 636 pre-1994 model drayage trucks that frequently serve the Port with newer drayage trucks that were built in 2004 or later and have engines that generate less emissions and have greater fuel efficiency. Under the Program, the Port Authority is investing up to $28 million of operating funds to make payments to participating truck dealerships for qualifying truck purchases. Upon receipt of a qualifying vehicle purchase contract, the Port Authority provides payment to the dealer for the total vehicle purchase price. The Port Authority then forwards documentation to the United States Environmental Protection Agency (USEPA), which reimburses the Port Authority 25 percent of the vehicle purchase price via a $7 million grant, and the remaining 75 percent is repaid to the Port Authority on a monthly basis by the trucking company or individual owner/operator at an interest rate of 5.25 percent over a five-year term. As part of that authorization, ACCION USA, Inc. (ACCION) was retained to manage the Program funds, at a total estimated cost to the Port Authority of $2.7 million, and Tetra Tech, Inc. (Tetra Tech) was retained to provide overall Program management, at a total estimated cost of $2.1 million. To date, applications to replace 215 older trucks have been submitted, and 74 trucks have been replaced.

At its meeting of February 24, 2011, the Board authorized the establishment of a Supplemental Program to effectuate the replacement of approximately 126 drayage trucks equipped with model year 1994–2003 engines that frequently visit the Port with drayage trucks equipped with engines of model year 2007 or later that emit lower levels of pollutants and are more fuel efficient. Under the Supplemental Program, a $1,577,149 USEPA grant is being used to pay up to 25 percent of the cost to purchase a newer-model replacement truck, with the remaining 75 percent of the cost to be provided by the Port Authority through an incentive program, at a cost to the Port Authority of up to $4,731,447. The actual number of trucks to be replaced under the Supplemental Program is contingent upon the actual purchase price of the newer trucks, up to a total cost of $6.3 million. That authorization also included the award of contracts to ACCION to manage the Supplemental Program funds and to Tetra Tech to provide overall program management, at a total estimated cost to the Port Authority of $362,600 and $472,500, respectively.

Pursuant to the Rules and Regulations of the Marine Terminal Tariff-Federal Maritime Commission Schedule No. PA-10, effective January 1, 2011, drayage trucks with pre-1994 model year engines are no longer permitted to service the Port Authority's marine terminal facilities. Additionally, drayage trucks with engines that fail to meet or exceed 2007 model year on-road USEPA heavy-duty diesel-fueled emission standards will be denied access to the Port Authority's marine terminal facilities, effective January 1, 2017.

The estimated number of trucks to be replaced under the Program was based upon the results of a Drayage Truck Characterization Survey conducted in August 2008, which indicated that approximately 709 drayage trucks built prior to 1994 frequently serviced the Port at that time. However, due to a decline in the number of pre-1994 model year drayage trucks, the full amount of the authorized Port Authority and USEPA funding cannot be expended under the existing Program parameters, and only 36 percent of the anticipated emission reductions could be achieved. In addition, the USEPA requires that all funding under the Program be committed by September 30, 2011. In light of these issues, staff received approval from the USEPA to revise the work plan for the Program grant to expand the eligibility requirements to include drayage trucks with engines of model year 2003 or earlier, to enable to the Program to achieve its original goals. All other parameters of the Program would remain in effect.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Port Authority's Truck Replacement Program, as authorized by the Board at its meeting of July 23, 2009, be and it hereby is amended, substantially in accordance with the terms outlined to the Board.

**CONFIDENTIAL ITEM**

The Commissioners also authorized a transaction in executive session, which shall not be made available for public inspection.

**THE WORLD TRADE CENTER – AUTHORIZATION OF JOINT VENTURE BETWEEN THE NET LESSEE OF ONE WORLD TRADE CENTER AND THE DURST ORGANIZATION – UPDATE**

It was recalled to the Board that, at its August 5, 2010 meeting, the Board authorized a transaction between the Port Authority and The Durst Organization (Durst) in which Durst would become a joint venture partner with the Port Authority in the entity (the Joint Venture) that indirectly owns the lessee's net leasehold interest in the One World Trade Center building (1 WTC) and participate and/or advise in the construction, financing, leasing, management and operation of 1 WTC. Since last August, certain elements of the Joint Venture have been simplified and certain other matters that arose during the course of the negotiation of the transactional documents have been resolved, as described below, subject to Board approval. Terms of special meaning used but not otherwise defined follow the meaning given to such terms in the August 5, 2010 minutes with respect to this matter.

LLC Agreement

*Capital Structure/Contributions*

The Durst Member's initial capital contribution would be fixed at $100 million, with no Additional Common Equity or Senior Preferred Equity. The preferred return to accrue for the benefit of the Durst Member prior to its conversion to common equity would be fixed at 6.5 percent. For purposes of the Joint Venture's internal capital structure, the Port Authority would be treated as if it had made a loan for 1 WTC equal to 50 percent of its stabilized value. The PA Member would have the right to borrow against 1 WTC for up to 75 percent of its value from time to time, and would be entitled to all proceeds of any actual project financing and control all other terms of any actual debt.

*Additional Capital Contributions*

The PA Member would fund 100 percent of all "first generation" leasing costs for the first 92.5 percent of rentable office space (regardless of cost). The PA Member and the Durst Member would fund their Equity Percentages of leasing costs for the remaining 7.5 percent of rentable office space. The Durst Member would have to obtain the PA Member's consent for leasing cost overruns. Required Funds would include the leasing costs for 7.5 percent of rentable office space described above, leasing costs after first generation leasing, insurance deductible amounts, certain costs to repair damage from a material casualty (if the Durst Member does not exercise its right to be bought out), and cash expenditures for capital improvements and other expenses of 1 WTC that are not part of the Port Authority's obligation to pay for the initial development of 1 WTC and correction of any defects in initial construction. If any warranty periods for any Building equipment and materials are shorter than in a typical "trophy" office tower construction project, the PA Member would either pay to extend the warranty periods for a typical post-construction timeline or bear the cost of any repairs required to be paid by the Joint Venture as a result of the early expiration of applicable warranty periods.

If at any time one Member fails to fund any Additional Capital Contribution as required and the other Member funds such amount on behalf of the defaulting Member, then the funding Member would have the right either to treat the excess amount as a Member Loan or to exercise an equity dilution remedy. If the excess is treated as a Member Loan, the priority return would

be 18 percent. If the equity dilution remedy is exercised, the excess would be treated as an Additional Capital Contribution, in which case the Equity Percentage of the defaulting Member would be reduced as if the funding Member had made an Additional Capital Contribution equal to 125 percent of the actual amount funded.

*Baseline Pro Forma*

The Baseline Pro Forma has been replaced, as described below at "*Pro Forma Debt Adjustment (now Notional Debt),*" "*Durst Member's Promote Interest*" and "*Cash Flow and Capital Events Distribution*"), and all calculations based thereon would be revised as stated herein.

*Pro Forma Debt Adjustment (now Notional Debt)*

Distributions would be made to the PA Member and the Durst Member as if the Port Authority had provided 50 percent loan-to-value financing for 1 WTC, and the PA Member would not be required to share any portion of any actual loan proceeds with the Durst Member. The Liberty Bonds and Supplemental Loan would be treated, for purposes of distributions, as hypothetical or "notional" loans made by the Port Authority of 50 percent of the stabilized property value (Notional Debt) and the "Debt Adjustment" would not apply. The PA Member would receive from cash flow a priority distribution of the accrued interest on the Notional Debt (and the amortization of Durst Member's share of the Notional Debt), which interest would be determined based on a notional rate of interest set at 5.9 percent through Stabilization and at 5.75 percent for the first ten years after Stabilization. Thereafter, the interest rate would adjust based on a hypothetical "refinancing" of the Notional Debt. In addition, the PA Member would receive a priority distribution of the Notional Debt balance in connection with any Capital Event. If there is a foreclosure of third-party debt obtained by the PA Member using 1 WTC as security, the PA Member would be required to purchase the Durst Member interest for a purchase price equal to the fair market value of such interest immediately prior to such foreclosure.

*Durst Member's Promote Interest*

The Durst Promote Interest would be calculated based on (i) outpacing the projected amount of annual leasing of any space remaining to be leased after the Conde Nast and Vantone leases (Spec Space) as set forth in the agreed-upon pro forma lease-up schedule (the Lease-Up Schedule) and (ii) leasing more than 92.5 percent of 1 WTC prior to the final year in the Lease-Up Schedule (the Pro Forma Stabilized Occupancy Year). The "Promote Determination Date" would be the last day of the Pro Forma Stabilized Occupancy Year. The Promote Interest balance (the Promote Balance) would start at zero and increase (or decrease) each year prior to the Promote Determination Date by 20 percent of the positive (or negative) difference between the actual amount of space leased and the pro-forma projected amount of space to be leased for such year, with space being valued based on the actual rents paid under leases during that year. As of the Promote Determination Date, the Promote Balance would be further increased or decreased by the net present value (using a discount rate of 7.5 percent) of 20 percent of the difference between the projected actual rent for actual leased Spec Space for the ten-year period following the Promote Determination Date (plus the capitalized value of the actual rent stream in year 11) and pro forma rent (calculated based on actual rent rates for 1 WTC) for the pro forma leased Spec Space for the ten-year period following the Promote Determination Date (plus the capitalized value of the pro forma rent stream in year 11). The Promote Balance would not be

reduced by selling expenses or the repayment of pro forma debt. If the Promote Balance calculation results in a negative number, the Durst Member would not be required to make a payment to the Joint Venture. If the Promote Balance calculation results in a positive number, the Promote Balance would be paid to Durst Member from distributions of available funds by the Joint Venture. The portion of the Promote Balance (the Promote Distribution) that is distributed to Durst each year would be 20 percent of the excess, if any, of (i) the aggregate actual rent collected in each year with respect to the Spec Space in such year over (ii) the aggregate pro forma rent for such Spec Space for the Pro Forma Stabilized Occupancy Year. As noted below in Cash Flow Distributions, the PA Member may limit distributions to the Durst Member in any year to be no greater than the distribution received by the PA Member.

The delivery of space to Building tenants is anticipated to commence in January 2014, as reflected in the Lease-Up Schedule. The Durst Member would receive a one-time adjustment of $2,012,500 for changes in the delivery schedule (the schedule adjustment), which would be added to its capital contribution for purposes of calculating the Members' Equity Percentages. If there is any further extension of the space delivery schedule, or if the timing of delivery of the Project's vehicular security center or loading dock prevents full occupancy of 1 WTC when it otherwise would have been available for delivery to tenants, in all cases subject to force majeure, and if the ability of Durst Member to lease Spec Space is actually impacted, then the Durst Member would be entitled to an equitable adjustment of the Lease-Up Schedule and an additional equitable increase in the preferred return. If the Port Authority stops construction of 1 WTC sufficiently long enough to allow tenants leasing at least 50 percent of 1 WTC's rentable area to terminate their leases, or if a rebuilding after a casualty takes more than 150 percent of the time allocated for rebuilding in a commercially reasonable development schedule, then either Member may elect to have the PA Member purchase the Durst Member's interest for a purchase price equal to a 10 percent internal rate of return (IRR) on Durst Member's initial capital contribution plus amounts for the tax basis adjustment, remeasurement adjustment and schedule adjustment described herein and all accrued and unpaid fees.

*Cash Flow and Capital Event Distributions*

The distribution waterfalls (pre-conversion, post-conversion, financing, casualty/condemnation, and capital event) would be as follows:

> After Stabilization, cash flow would be distributed to the Members at the PA Member's election, but in all events no more frequently than monthly and no less frequently than on a quarterly basis: first, to the PA Member, the Notional Debt service, and thereafter, to the Members, *pari passu* in accordance with their respective Equity Percentages. The PA Member's distributions after amounts attributable to Notional Debt service would be decreased, and the Durst Member's distributions would be increased, (i) by the amount of any accrued and unpaid pre-conversion preferred return until that return has been reduced to zero, (ii) by an amount equal to the Durst Member's Equity Percentage multiplied by the CAM Adjustment (as described below at *CAM Adjustment*) for the time period since the last preceding cash flow distribution, and (iii) the then-current Promote Distribution; provided, however, that if at any time these adjustments would result in the Durst Member receiving a greater cash flow distribution than the PA Member, the PA Member could elect to defer payment of all or a portion of the then-current Promote Distribution, with interest payable to the Durst Member

on the deferred amount at 7.5 percent per year, so that the Durst Member would receive an equal distribution as the PA Member.

Net Proceeds from Capital Events would be distributed to the Members within five business days after receipt by the Joint Venture: first, to the PA Member, the unamortized Notional Debt and the Notional Debt service, second, *pari passu*, (i) 80 percent to the Members in proportion to their Equity Percentages and (ii) 20 percent to the Durst Member, until the Durst Member's Promote Balance has been reduced to zero, and thereafter, to the Members, *pari passu*, in accordance with their Equity Percentages. The PA Member's distributions after amounts attributable to the Notional Debt would be decreased, and the foregoing Durst Member's distributions would be increased, by the amount of any accrued and unpaid pre-conversion preferred return until that return has been reduced to zero.

The pre-conversion preferred return rate would be fixed at 6.5 percent, without subsequent adjustment. In addition, (i) debt service would not be netted out of the pre-conversion preferred return, and the preferred return would be subordinate to the Notional Debt service paid to the PA Member on the Notional Debt; and (ii) although amounts for reserves would continue to be netted out of the pre-conversion preferred return, reserves would only be established for recurring operational expenses and would be determined by the Durst Member; and (iii) there would be a retroactive adjustment of all pre-conversion distributions based on the final Equity Percentages. The PA Member also would have the right to defer payment of the Durst Member's Promote Balance, so that the PA Member would receive at least one half of the aggregate amount distributed by the Joint Venture at any time.

*Payment for Construction-related Services – Base Portion*

The base consulting fees would be paid on a schedule reflecting the front-loaded nature of these services during the construction period. Applicable Durst Member staff reimbursements would include overhead costs allocated to off-site personnel working on the Project, based on the portion of their time that is spent on the Project. These consulting services would include advising the PA Member with respect to any GSA and Vantone leases and lease amendments. Durst also would provide assistance on leasing (as well as on construction-related) matters with other potential tenants for whom Durst is not eligible to receive a brokerage commission under the Leasing Agreement, including the New York State Office of General Services, the City of New York, Cushman & Wakefield, the Port Authority, and specialty tenants for restaurants and antenna facilities.

*Payment for Construction Related Services – Incentive Portion*

The schedule for incentive payments to the Durst Member would be adjusted to: 75 percent of the first $24 million of net economic benefit, 50 percent of the net economic benefit between $24 million and $30 million, 25 percent of net economic benefit between $30 million and $70 million, and 15 percent of the net economic benefit in excess of $70 million. As part of its consulting services provided to date, Durst has recommended changes that have been beneficial to and accepted by the Port Authority (e.g., changes with respect to venting kitchen shafts in tenant spaces and materials to be used in 1 WTC podium and plaza outside of 1 WTC) for which the Durst Member would receive incentive payments. For one such recommended change which resulted in an increase in rentable area available for leasing (the remeasurement

adjustment), Durst would receive an increase in its capital account in lieu of a cash payment or an increase in the Promote Balance.

*Services to be Provided by Durst during the Construction Period*

If either the Durst Member or the PA Member is not satisfied with the consulting services relationship during the construction period, either party may terminate the consulting services on or after January 1, 2013, in which event the Durst Member would not be entitled to receive any additional base consulting fees or salary or expense reimbursements. The Durst Member would be entitled to receive previously earned incentive fees and would provide assistance to implement the changes that were the source of those incentive fees (and the PA Member would continue to reimburse Durst for the cost of such assistance). In the event that the consulting services relationship is terminated, at the Port Authority's request Durst would continue to provide assistance with non-construction leasing matters until the Property Management Agreement commences, subject to compensation as if the consulting services relationship had not been terminated.

The principals of Durst would be required to devote such time to the Project as necessary for the Durst Parties to perform their respective obligations under the LLC Agreement (including both its obligations as Manager of the Joint Venture and the provider of services).

*Debt Financing*

The Port Authority would agree not to place actual debt in excess of a 75 percent loan-to-value ratio on 1 WTC. The PA Member would have the ability, in addition to obtaining customary non-recourse debt secured by 1 WTC, to elect either to backstop the Net Lessee's debt repayment obligations or issue debt as a direct Port Authority/PA Member obligation. Either debt structure may result in the Durst Member not having its *pro rata* share of tax basis (and tax deductions) that otherwise would result from partnership indebtedness. In the event that Durst does not receive its tax basis or equivalent tax benefits by Stabilization, then the Durst Member would receive a one-time adjustment to its capital contribution (the tax basis adjustment) of $6.5 million as a full resolution of this issue. To the extent that Durst does receive its tax basis from partnership debt (or equivalent tax benefits), or if Durst ceases to be a Member before the end of the 40-year period during which the tax benefits would have been received, then the adjustment would be reduced or repaid.

*Restriction on Sale, Assignment or Transfer*

The Port Authority's right to transfer portions of its interest in the Joint Venture (including financial or tax elements of its interest) without Durst approval would be limited to transfers after the Conversion Date to certain institutional investors or corporate entities. Also, the Port Authority would agree to maintain control of all PA Member decisions and a minimum 20 percent ownership interest in the PA Member.

If neither Douglas Durst nor Jonathan Durst is controlling Durst at any time prior to Stabilization due to their death or incapacity, then either the PA Member or the Durst Member can elect to have the PA Member purchase the Durst Member's interest for a purchase price ranging from a 6.5 percent IRR to a 10 percent IRR, depending on who makes the election and how much space in 1 WTC has then been leased, plus, in all cases, amounts for the tax basis adjustment, remeasurement adjustment and schedule adjustment described herein and accrued

but unpaid fees. The Port Authority would approve as permitted successors after Stabilization three members of the next Durst generation, all of whom are currently active in the business.

*Repurchase of Durst Member's Interest*

The following additional types of disputes would not be arbitrable buyout disputes: (i) whether a dispute is subject to a call right, (ii) whether a Capital Call is necessary, (iii) whether an alleged breach occurred under the LLC Agreement or the Service Contracts (but a dispute under this clause (iii) would only not be an arbitrable buyout dispute if the Durst Member is the prevailing party in such arbitration), (iv) the selection of legal counsel or the accountant for the Joint Venture, (v) the size and location of the on-site management office, (vi) annual approval of the Operating Budget, (vii) whether or not the PA Member has acted consistently with the standards used by institutional investors in approving successors to Douglas Durst and Jonathan Durst, (viii) whether the PA Member is liable for mitigation as described below, (ix) whether the PA Member can remove the Durst Member as Manager under the LLC Agreement, and (x) whether the cost of any security requirements or procedures are unreasonable. Furthermore, if the Durst Member initiates arbitration over whether a Capital Call is necessary, it first would have to fund its called capital, but if the Durst Member then prevails in the arbitration, any amounts that the Durst Member paid in response to the Capital Call would be treated as a Member Loan.

*Purchase at the Port Authority's Sole and Absolute Discretion – Casualty*

The PA Member would assume full control of any rebuilding process in the event of a casualty. In the event of a material casualty (in excess of $300 million, adjusted for inflation): (a) if the material casualty occurs prior to Stabilization, the PA Member will purchase the Durst Member's interest for its Initial Capital Contribution, Additional Capital Contributions (if any), amounts for the tax basis adjustment, remeasurement adjustment and schedule adjustment, plus any accrued and unpaid preferred return and fees; and (b) if the material casualty occurs after Stabilization, then the Durst Member will have the right to require the PA Member to purchase the Durst Member's interest for a purchase price equal to a 10 percent IRR on the Durst Member's Initial Capital Contribution, but not less than an assumed value of the Durst Member's interest set forth on an agreed-upon amortization schedule to be attached to the LLC Agreement, plus amounts for the tax basis adjustment, remeasurement adjustment and schedule adjustment described herein and accrued and unpaid fees. Also in the event of a material casualty, the PA Member would have the sole decision to elect to rebuild or not rebuild. If the PA Member elects to rebuild, then the Durst Member (if it does not sell its interest to the PA Member) would be required to pay its share of any uninsured costs up to the difference between the Durst Member's share of the insurance proceeds and the unamortized value of its interest (using the same amortization schedule as for a casualty-related buy-out). If the casualty is not material, then the PA Member would be required to rebuild and would be responsible for 100 percent of any uninsured cost to rebuild (other than deductibles, which are shared by the Members *pro rata*).

*Determination of Fair Market Value (FMV)*

The timing and method of each party submitting its FMV Position and of choosing qualified brokers for determination of FMV would be modified to provide the parties more time to negotiate value. The Durst Member FMV Position would be equal to or higher than its "best

and final" FMV determination and the PA Member FMV Position would be equal to or lower than its "best and final" FMV determination. When calculating Durst Member's share of FMV, assumed brokerage costs of 1 percent of FMV would be deducted from FMV before distributing such amounts through the capital event waterfall. In addition, the FMV would be determined based on all relevant factors, but using the projected CAM-Adjusted NOI (as discussed below at *CAM Adjustment*) instead of actual NOI, for a term equal to the term of the Net Lease without deduction for any inability to fully insure 1 WTC, lack of warranties for customary time periods on original Building construction, or ground lease restrictions other than the limited term.

*Durst Member as the Joint Venture Manager*

With respect to damages for defaults by the Durst Member, the Leasing Agent and the Property Manager (collectively, the Durst Parties), the PA Member always would have the right to recover damages for fraud, gross negligence, willful misconduct or failure to obtain the PA Member's consent for Material Decisions when required under the LLC Agreement, with a minimum damages recovery of $1.5 million with respect to such defaults. With respect to curable defaults not covered above, if a Durst Party does not cure the breach itself, the PA Member would have the right to cure the breach at the Durst Member's expense (including reimbursement for costs of Port Authority personnel and a reasonable overhead allocation, plus interest) and, for multiple breaches in a 36-month period, the PA Member would also be entitled to a self-help cure fee equal to 10 percent of the cure costs for the second of such breaches, 20 percent of the cure costs for the third such breach and so on. With respect to defaults that cannot be cured: if the non-curable breach is not material, the Durst Member would be responsible for liquidated damages that increase based on the number of breaches, starting at $5,000 (adjusted for inflation) and then increasing by $5,000 (adjusted for inflation) for each such default in any 36-month period; if the non-curable breach is material, the PA Member would have the right to recover liquidated damages starting at $5 million and escalating by $5 million for each subsequent default in a 30-year period, plus, beginning with the fourth such non-curable default, in lieu of liquidated damages, the PA Member would have the right to buy the Durst Member's interest for fair market value.

If either the Property Management Agreement or Leasing Agreement is terminated for a Durst default, the PA Member would have the right to remove the Durst Member as the Manager of the Joint Venture and to terminate the other Service Agreement. However, in the event that either agreement is terminated for a Durst default and the Durst Member is not removed as the Manager of the Joint Venture, then until a new property manager and/or leasing agent is retained the Durst Member would be entitled to compensation to the extent property management or leasing work is shifted to the Durst Member as the manager of the Joint Venture.

After 1 WTC is 92.5 percent leased, the Durst Member could elect to terminate the Leasing Agreement, Property Management Agreement and its position as Manager under the LLC Agreement (together as a group, but not separately), in which event it would not be entitled to receive any additional fees under such agreements. If the Durst Member so resigns, it would continue to have its Equity Percentage in the Joint Venture and would not be entitled to withdraw its Capital Contributions or sell its interest (although the Durst Member would be permitted to borrow from an institutional investor using its distributions as collateral). However, the PA Member would have the right to purchase the Durst Member's interest in the Joint Venture for fair market value (except during the first five years after Stabilization, in which event the purchase price would be a 10 percent IRR on Durst's Initial Capital Contributions plus amounts

for the tax basis adjustment, remeasurement adjustment and schedule adjustment described herein and all accrued and unpaid fees). Additionally, if the Durst Member so resigns, the PA Member would be entitled to make all decisions with respect to the replacement Manager, property manager and leasing agent, including the fees payable to such parties.

The Durst Member's authority to manage the day-to-day operations of the Joint Venture would include the authority to make litigation and arbitration decisions occurring in the normal course of business operations (if unrelated to initial construction) which would not reasonably be likely to involve monetary liability in excess of $1 million. The Durst Member also would have the authority to grant utility easements for 1 WTC.

*Specific Authority of PA Member*

The PA Member would have sole control over the security requirements and procedures for 1 WTC, with Durst having the right to require the PA Member to bear the cost of any such requirements or procedures that are determined in an arbitration to be unreasonable. Any such arbitration would not be a dispute that triggers the PA Member's call right.

As long as the Port Authority owns 100 percent of the PA Member, Durst Member tax election requests would not be unreasonably denied by the PA Member. In addition, the PA Member would not make any changes to its tax elections that would have a materially adverse effect on the Durst Member without making the Durst Member neutral with respect to such changes.

*Decisions Requiring Consent of Both the PA Member and the Durst Member*

Approval of interior signage parameters would require unanimous consent, but the PA Member would retain sole authority over exterior signage and naming rights at 1 WTC. Additionally, unanimous consent would be required for any material change in the size, nature or use of 1 WTC or any material change in the structure, design, function or exterior appearance of 1 WTC, except that the PA Member would retain the right to make changes that are necessary to complete construction and are consistent with Class A, trophy office buildings in Manhattan and changes that are discretionary and do not increase the number of Durst employees required to perform its functions or extend substantial completion by more than 12 months. Unanimous consent would not be required for resolution of any labor disputes that only affect the employees of the property manager or leasing agent. Patterson Belknap would be an additional pre-approved counsel to the Joint Venture for leasing matters. The Operating Budget would include a discretionary contingency line item of 8 percent of the aggregate line items until two years after Stabilization and 5 percent of the aggregate line items thereafter, money from which line item the Durst Member could apply to discretionary items upon notice to the PA Member.

A six-person management committee (three from the Durst Member, voting as a block and casting a single vote; and three from the PA Member, voting as a block and casting a single vote) would hold special, monthly and annual meetings to (i) decide the matters on which unanimous approval is necessary, and (ii) discuss matters over which the PA Member has sole approval powers. The PA Member's representatives on the management committee would be the Chief, Capital Planning; Director, World Trade Center Construction; and Director, World Trade Center Redevelopment. The Port Authority's representatives on the management committee would not vote upon any items requiring the Executive Director's or Board of Commissioners' approval without first obtaining such approvals, and any scheduled management committee votes

would be postponed until the appropriate Port Authority process has occurred. In addition, the Durst Member would have the ability to appeal to the Executive Director of the Port Authority if it disagrees with the PA Member's management committee vote. No decision by the management committee or Executive Director would override any Board decision.

*Non-Compete/Mitigation*

The PA Member's consent for Durst affiliates to work at competing projects would not be unreasonably withheld, and the non-compete provision would terminate on the earlier of (i) the execution of leases covering at least 82.5 percent of the rentable office space in 1 WTC or (ii) ten years after the effective date of the LLC Agreement.

If the Port Authority makes a decision (or causes the PA Member or Joint Venture to make a decision) that is not consistent with standards for comparable trophy buildings or that that discriminates against the Joint Venture by treating it differently from how the Port Authority treats other similarly situated stakeholders at the World Trade Center site, or if the Port Authority makes a decision (or causes the PA Member or Joint Venture to make a decision) that increases the payments-in-lieu-of-taxes (PILOT) payment above that provided in the 2004 PILOT Agreement, and if any such action or inaction is to the detriment of the Durst Member (by decreasing the cash flow or the value of 1 WTC), the PA Member would be required to compensate the Durst Member for Durst's share of the decreased cash flow or decreased value of 1 WTC that results from such action or inaction.

*CAM Adjustment*

When negotiating space leases, the Joint Venture would use the actual CAM charge amount to determine the operating expenses for the space tenant's base year and future lease years, but the economics of the Joint Venture would use the CAM amount that is being used on the East Side of the World Trade Center site when calculating the net operating income for the purposes of cash flow distributions (the CAM Adjusted NOI). This would result in a special distribution to Durst (the CAM Adjustment) of its Equity Percentage of the difference between the then-current actual CAM charge amount and the East-side CAM charge amount. It would also result in a reduction of Durst's Equity Percentage and an increase in the Notional Debt balance, because the CAM Adjusted NOI also would be used to calculate the value of 1 WTC for purposes of determining the Members' Equity Percentages.

*Leasing Agreement*

Royal 1 WTC Management LLC (Royal 1 WTC) would be the Leasing Agent, and its obligations would be guaranteed by Royal Realty Corporation.

*Leasing Parameters*

The Durst Member would be required to obtain the PA Member's authorization to execute leases in excess of 175,000 rentable square feet, even if those leases are within the Leasing Parameters. The PA Member's consent (not to be unreasonably withheld, conditioned or delayed) also would be required for any lease, other than leases of limited area or duration as described below, that does not conform with the Leasing Parameters or includes modifications of certain Port Authority-required provisions. Additionally, leases (i) for terms of two years or less and one full floor or less, (ii) for terms of three years or less if leased to an existing tenant or new

tenant that has signed a lease for multiple floors, or (iii) for less than 40,000 rentable square feet, would not require the PA Member's consent and would not be subject to the Leasing Parameters, but would be required to include the Port Authority-required provisions. The PA Member's consent would be necessary for any modifications to the Port Authority-required provisions.

*Leasing Commissions*

Royal 1 WTC would earn a leasing commission on any of the following tenants, but only if their lease is signed after the initial lease-up of 85 percent of the rentable office area of 1 WTC: (i) United States and/or General Services Administration (GSA), (ii) New York State and/or Office of General Services (OGS), (iii) the City of New York, or (iv) Cushman & Wakefield, Inc. Additionally, Royal 1 WTC would earn leasing commissions at the renewal/expansion rates set forth in the Leasing Agreement with respect to expansions or extensions exercised by Vantone/China Center New York LLC and Condé Nast (if the Condé Nast lease is executed) under their leases.

*Property Management Agreement*

Royal 1 WTC would be the Property Manager, and its obligations would be guaranteed by Royal Realty Corporation.

*Agreement to Contribute Assets*

The Port Authority indemnifications would include indemnification of the Durst Member and the Durst Guarantor for the PA Member's *pro rata* share of any tax liabilities in connection with the Transaction, and the Durst Member would provide an indemnification of the Port Authority entities for Durst's *pro rata* share of such tax liabilities. The Port Authority also would indemnify the Durst Member for any claims brought due to insufficient vehicular or pedestrian access to 1 WTC, and any third-party claims relating to the construction of 1 WTC by the Port Authority. The Port Authority would indemnify Durst with respect to the potential GSA and OGS leases at 1 WTC (both of which predate the proposed Joint Venture transaction).

*Second Amended and Restated 1 WTC Net Lease Agreement*

The parties would agree to amend and restate the existing Net Lease, using substantially the same form as the current Net Lease (but without any requirement for the Net Lessee to pay rent); however, since the provisions of the Joint Venture differ in some respects from those set forth in the Net Lease, the parties would create a separate mechanism whereby the terms of the Joint Venture would control. This separate mechanism would apply as long as the Durst Member is a Member of the Joint Venture. The parties have defined the scope of 1 WTC's obligations for areas outside the Net Lease premises, and payment of costs therefor. The Net Lessee, as owner of 1 WTC, would operate, maintain and repair common areas used by 1 WTC and other WTC stakeholders (including the sidewalks and plaza adjacent to 1 WTC) subject to equitable contributions from the other stakeholders, and the Net Lessee's only other obligation for WTC common areas and facilities would be the annual actual CAM charge (escalated for inflation) described above. While the Port Authority would have the right to amend the Net Lease in the future without the consent of the Durst Member, any increase in expenses or loss in value resulting from any such amendment would be appropriately mitigated by the Port Authority.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**RESOLVED**, that the authorizations set forth in the August 5, 2010 minutes, entitled "*The World Trade Center – Authorization of Joint Venture between the Net Lessee of One World Trade Center and The Durst Organization*," are supplemented to include the effectuation of the transactions described therein on a basis consistent with the foregoing report to the Board.

**SECURITY STUDY – RETENTION OF THE CHERTOFF GROUP**

The security and safety of Port Authority facilities and the customers who use and rely upon them are of greatest importance to the agency and its Board of Commissioners. This is reflected in the agency's By-Laws, under which we have established a standing Security Committee of the Board, and by the scope of the Port Authority's expenditures on security and security infrastructure. Experience has taught us that constant vigilance is required, as is the need for analyses by experts not otherwise involved in the design, operation, and management of security systems, programs, and initiatives. It is appropriate for such reviews to be undertaken from time to time to assure the adequacy of the security measures being undertaken by the Port Authority and its staff.

Given the broad scope of the Port Authority's security measures and the number of firms already involved in those efforts, staff was asked to consider the qualifications and services of firms with which the Port Authority has not previously dealt, so as to provide a current security study. On the basis of such review, it was recommended that the Executive Director be authorized to immediately take any and all action in connection with the retention of the Chertoff Group, including negotiation and execution of an agreement, to perform a top to bottom study, over the next six months, of the Port Authority's organizational management of security and agency-wide facility security operations. The Chertoff Group is a global security and risk management advisory firm, advising clients on how to address threats related to terrorism, fraud, cyber security, border protection and supply chain security. The firm is headquartered in Washington, D.C., with offices in New York, San Francisco and London.

Pursuant to the foregoing report, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to immediately take any and all action in connection with the retention of the Chertoff Group, including negotiation and execution of an agreement, to perform a top to bottom study of the Port Authority's organizational management of security and agency-wide facility security operations, at a cost not to exceed $300,000, with the form of such agreement to be subject to approval by General Counsel or his authorized representative.

**AWARD OF MEDAL OF HONOR TO POLICE OFFICER DENNIS MITCHELL**

The Port Authority Medal of Honor, established by the Board of Commissioners on March 2, 1944, is to be awarded to an individual who, in performing a specific act, demonstrated extraordinary bravery in the face of circumstances which would surely have led to grave personal injury or his or her own death should the slightest miscalculation have occurred.

It was recommended that the Medal of Honor be awarded to Police Officer Dennis Mitchell in recognition of an act of extraordinary bravery that he exhibited on July 16, 2009 while serving as a Port Authority Police Officer.

Whereupon, the Board adopted the following resolution, with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Samson, Sartor, Silverman and Steiner voting in favor. General Counsel confirmed that sufficient affirmative votes were cast for the action to be taken, a quorum of the Board being present.

**WHEREAS**, by resolution adopted by the Board of Commissioners on March 2, 1944, as amended, the Port Authority Medal of Honor award was established, which award is to be given to a Port Authority employee for the performance of outstanding service; and

**WHEREAS**, in the case of Police Officer Dennis Mitchell, it is recommended that the Port Authority Medal of Honor be given for his devotion and dedication to duty, competence and professionalism;

**NOW, therefore, be it**

**RESOLVED**, that the Medal of Honor be awarded to Police Officer Dennis Mitchell in recognition of an act of extraordinary bravery that he performed on July 16, 2009 while serving as a Port Authority Police Officer.

Whereupon, the meeting was adjourned.

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Secretary

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

**MINUTES**
**Tuesday, September 14, 2010**


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**MINUTES of the Meeting of The Port Authority of New York and New Jersey held Tuesday, September 14, 2010 at 225 Park Avenue South, City, County and State of New York**

**PRESENT:**

| **NEW JERSEY** | **NEW YORK** |
|---|---|
| Hon. Anthony R. Coscia, Chairman | Hon. Stanley E. Grayson, Vice-Chairman |
| Hon. Virginia S. Bauer | Hon. H. Sidney Holmes III |
| Hon. Raymond M. Pocino | Hon. Jeffrey A. Moerdler |
| Hon. Anthony J. Sartor | Hon. Henry R. Silverman |
| Hon. David S. Steiner | |

Christopher O. Ward, Executive Director
William Baroni, Jr., Deputy Executive Director
Darrell B. Buchbinder, General Counsel
Karen E. Eastman, Secretary

A. Paul Blanco, Chief Financial Officer
Ernesto L. Butcher, Chief Operating Officer
Steven J. Coleman, Assistant Director, Media Relations
Gretchen P. DiMarco, Special Assistant to the Deputy Executive Director
Michael B. Francois, Chief, Real Estate and Development
Cedrick T. Fulton, Deputy Director, Tunnels, Bridges and Terminals
Richard Gladstone, Director, World Trade Center Redevelopment
Glenn P. Guzi, Senior External Affairs Representative, Government and Community Affairs
Linda C. Handel, Deputy Secretary
Mark D. Hoffer, Director, New Port Initiatives, Port Commerce
Kara E. Hughes, Senior External Relations Client Manager, Government and Community Affairs
Howard G. Kadin, Esq., Law
John P. Kelly, Director, Media Relations
Kevin J. Kirchman, Director, Marketing and Special Events
Cristina M. Lado, Director, Government and Community Affairs
Conor Lanz, Special Assistant to the Executive Director
Francis J. Lombardi, Chief Engineer
Stephen Marinko, Esq., Law
Ronald Marsico, Assistant Director, Media Relations, Public Affairs
James E. McCoy, Manager, Board Management Support, Office of the Secretary
Sanjay S. Mody, Advisor to the Chairman
Steven P. Plate, Director, World Trade Center Construction
Monika A. Radkowska, Board Management Support Specialist, Office of the Secretary
Alan L. Reiss, Deputy Director, World Trade Center Construction
Stephen H. Sigmund, Chief, Public and Government Affairs
Gerald B. Stoughton, Director, Financial Analysis
David B. Tweedy, Chief, Capital Programs
Lillian D. Valenti, Director, Procurement
Sheree Van Duyne, Manager, Policies and Protocol, Office of the Secretary
Andrew S. Warshaw, Chief of Staff to the Executive Director
David M. Wildstein, Director, Interagency Capital Projects, Office of the Deputy Executive Director
William Young, Client Manager, Government and Community Affairs

Peter J. Zipf, Deputy Chief Engineer/Director of Engineering

Guest:
Johanna Jones, Assistant Counsel, Authorities Unit, Office of the Governor of New Jersey

Speakers:
Murray Bodin, Member of the Public
Margaret Donovan, Twin Towers Alliance
Richard Hughes, Member of the Public
Robert Moore, Communications Workers of America

The public meeting was called to order by Chairman Coscia at 11:42 a.m. and ended at 12:08 p.m.

**Report of World Trade Center Redevelopment Subcommittee**

The World Trade Center Redevelopment Subcommittee reported, for information, on matters discussed in public and executive sessions at its meeting on September 14, 2010, which included discussion of several contracts and agreements in connection with the continued development of the World Trade Center site and discussion of matters involving ongoing negotiations or reviews of contracts or proposals, and the report was received.

**Moment of Silence**

In observance of the ninth anniversary of the September 11, 2001 terrorist attacks on The World Trade Center, the Chairman requested a moment of silence in memory of the 84 Port Authority employees lost on that day, as well as for all those who perished as a result of the senseless acts of terrorism on September 11, 2001 and February 26, 1993.

**WORLD TRADE CENTER (WTC) MEMORIAL, MEMORIAL MUSEUM AND WTC INFRASTRUCTURE PROJECTS – AUTHORIZATION TO ACCEPT ASSIGNMENT OF A TRADE CONTRACT FOR MEMORIAL MUSEUM ARCHITECTURAL METALS**

It was recommended that the Board authorize the Executive Director to: (1) accept assignment of a construction trade contract awarded by the National September 11 Memorial and Museum at the World Trade Center Foundation, Inc. (NS11MM) to W&W Glass Systems, Inc. for the furnishing and installation of architectural metals for the World Trade Center (WTC) Memorial, Memorial Museum and WTC Infrastructure Projects, at an estimated amount of $6,469,200, including an eight-percent contingency; and (2) accept a partial assignment of the contract with Bovis Lend Lease LMB, Inc. (Bovis) for performance of construction management (CM) services associated with the Memorial Museum architectural metals trade contract, at an estimated cost of $595,646. These costs are the sole responsibility of the NS11MM, because the work supports the WTC Memorial Museum exclusively.

Pursuant to a July 2006 Project Agreement with the Lower Manhattan Development Corporation, the NS11MM, the City of New York and the State of New York, the Port Authority is to assume responsibility for construction of the WTC Memorial and the Memorial Museum Projects.

In December 2006, the Board authorized the Executive Director to finalize agreements with the NS11MM providing for the Port Authority to accept an assignment of the Bovis CM contract and manage all construction work for the WTC Memorial and Memorial Museum Projects. In anticipation of the full assignment of the Bovis CM contract, the NS11MM has proceeded with procurement of the Memorial Museum architectural metals trade contract, as an essential component of the critical path schedule for the WTC Memorial, Memorial Museum and WTC Infrastructure Projects.

The NS11MM will award the Museum architectural metals trade contract to W&W Glass Systems, Inc., the lowest qualified bidder, selected from among multiple competitive bids based on a list of select bidders established in the Bovis CM contract. The scope of work for the trade contract includes fabrication and installation of all architectural metals for the WTC Memorial Museum, including blackened stainless steel handrails and wall panels at various locations, as well as parapet steel and framing for the main circulation ramp.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Coscia, Grayson, Holmes, Moerdler, Pocino, Silverman and Steiner voting in favor; none against; Commissioners Bauer and Sartor recused:

> **RESOLVED,** that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to: (1) accept assignment of a construction trade contract awarded by the National September 11 Memorial and Museum at the World Trade Center Foundation, Inc. to W&W Glass Systems, Inc. for the furnishing and installation of architectural metals for the World Trade Center (WTC) Memorial, Memorial Museum and WTC Infrastructure Projects, at an estimated amount of $6,469,200, including an eight-percent contingency; and (2) accept a partial assignment of the contract with Bovis Lend Lease LMB, Inc. for performance of construction management services associated with the Memorial Museum

architectural metals trade contract, at an estimated cost of $595,646; and it is further

**RESOLVED,** that the form of all contracts and agreements necessary to effectuate the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER (WTC) MEMORIAL, MEMORIAL MUSEUM AND WTC INFRASTRUCTURE PROJECTS – AUTHORIZATION TO ACCEPT ASSIGNMENT OF A TRADE CONTRACT FOR MEMORIAL MUSEUM MILLWORK**

It was recommended that the Board authorize the Executive Director to: (1) accept assignment of a construction trade contract awarded by the National September 11 Memorial and Museum at the World Trade Center Foundation, Inc. (NS11MM) to PABCO Construction Corporation for the furnishing and installation of millwork items for the World Trade Center (WTC) Memorial, Memorial Museum and WTC Infrastructure Projects, at an estimated amount of $6,858,000, including an eight-percent contingency; and (2) accept a partial assignment of the contract with Bovis Lend Lease LMB, Inc. (Bovis) for performance of construction management (CM) services associated with the millwork trade contract, at an estimated cost of $631,444. These costs are the sole responsibility of the NS11MM, because the work supports the WTC Memorial Museum exclusively.

Pursuant to a July 2006 Project Agreement with the Lower Manhattan Development Corporation, the NS11MM, the City of New York and the State of New York, the Port Authority is to assume responsibility for construction of the WTC Memorial and the Memorial Museum Projects.

In December 2006, the Board authorized the Executive Director to finalize agreements with the NS11MM providing for the Port Authority to accept an assignment of the Bovis CM contract and manage all construction work for the WTC Memorial and Memorial Museum Projects. In anticipation of the full assignment of the Bovis CM contract, the NS11MM has proceeded with procurement of the millwork trade contract, as an essential component of the critical path schedule for the WTC Memorial, Memorial Museum and WTC Infrastructure Projects.

The NS11MM will award the millwork trade contract to PABCO Construction Corporation, the lowest qualified bidder, selected from among multiple competitive bids based on a list of select bidders established in the Bovis CM contract. The scope of work for the trade contract includes fabrication and installation of all millwork items for the WTC Memorial Museum, including a paneling system at various locations, a metal ceiling enclosure system at the main circulation ramp, a ramp parapet exterior wall enclosure and medium density fiberboard panels on the Vesey Street Stair Remnant.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Coscia, Grayson, Holmes, Moerdler, Pocino, Silverman and Steiner voting in favor; none against; Commissioners Bauer and Sartor recused:

**RESOLVED,** that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to: (1) accept assignment of a construction trade contract awarded by the National September 11 Memorial and Museum at the World Trade Center Foundation, Inc. to PABCO Construction Corporation for the furnishing and installation of millwork items for the World Trade Center (WTC) Memorial, Memorial Museum and WTC Infrastructure Projects, at an estimated amount of $6,858,000, including an eight-percent contingency; and (2) accept a partial assignment of the contract with Bovis Lend Lease LMB, Inc. for performance of construction management services associated with the millwork trade contract, at an estimated

cost of $631,444; and it is further

**RESOLVED,** that the form of all contracts and agreements necessary to effectuate the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER TRANSPORTATION HUB PROJECT – AUTHORIZATION TO AWARD A CONSTRUCTION TRADE CONTRACT FOR A TELECOMMUNICATIONS NETWORK AND INCREASE IN EXPERT PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

It was recommended that the Board authorize the Executive Director to: (1) enter into a construction trade contract, through construction manager Tishman Construction Corporation and Turner Construction Company, a Joint Venture (Tishman/Turner), with Five Star Electric Corporation, for a telecommunications network associated with the construction of the World Trade Center Transportation Hub (WTC Hub) Project, at an estimated total cost of $39,474,000, inclusive of an eight-percent allowance for extra work; (2) increase, by an estimated amount of $2.2 million, the compensation under the Port Authority's existing agreement with Tishman/Turner for construction management services; and (3) increase, by an estimated amount of $2.1 million, the compensation under an existing agreement with Downtown Design Partnership (DDP), a joint venture of AECOM and STV, Inc., for construction-related architectural and engineering services to support the continued construction of the WTC Hub Project.

The WTC Hub Project is necessary to re-establish and enhance transportation facilities and infrastructure that existed at the World Trade Center (WTC) complex prior to September 11, 2001, and to promote the long-term accessibility and economic vitality of Lower Manhattan. The scope of work under the proposed telecommunications network contract includes the fabrication of all conduits, fiber-optic and copper cable and electronic equipment necessary for the construction of a high-speed data network backbone that will run throughout the WTC Hub and provide for modifications to the existing Port Authority Trans-Hudson Corporation (PATH) WTC Station telecommunications network. The scope of work also includes two redundant data systems - a supervisory control and data acquisition (SCADA) system that monitors and, in some cases, controls electrical and other equipment throughout the WTC Hub, and a customer information services (CIS) system that provides information that can be transmitted to electronic signage and public address equipment for commuters, tourists and others traveling through the WTC Hub. Both systems will be integrated with the existing PATH telecommunications system being utilized at the PATH WTC Station. The telecommunications network contract includes a warranty, along with emergency and routine scheduled maintenance for one year beyond final system acceptance.

The recommended award is to the lowest-price proposer, Five Star Electric Corporation, which was selected by Tishman/Turner from a pre-qualified list of proposers. The proposed WTC Hub Project trade contract was procured pursuant to procedures established in the Tishman/Turner Construction Management Agreement, dated August 10, 2009, and the Federal Transit Administration Lower Manhattan Recovery Office Third Party Contracting Requirements, dated August 21, 2003.

In July 2009, the Board authorized the retention of Tishman/Turner to provide construction management services to support the implementation of the WTC Hub Project. At the time of award, it was anticipated that the project would be implemented through the issuance of two major contracts to procure all trades needed to construct the Transit Hall in the East Bathtub. Through subsequent discussions with Tishman/Turner, the procurement strategy was modified to procure the construction trade packages individually, in order to best position the agency in attaining competition, flexibility and overall savings in contract value. The proposed

increase in compensation to Tishman/Turner would provide for the development, management and supervision of these construction trade packages.

In September 2003, the Executive Director authorized an agreement with DDP to provide professional architectural and engineering services for the development of the WTC Hub for a five-year term, at an estimated amount of $60 million. Through August 2010, the Board authorized increases to the existing DDP contract for additional architectural and engineering and construction support services through Stage IV of the WTC Hub Project, to implement various components of the project. To continue the implementation of the project, it is necessary to increase compensation to DDP at this time. Including the requested increase of $2.1 million and increases pursuant to three companion items being advanced at this Board meeting, a total of $371.25 million will have been authorized. Approximately $292.5 million of that amount has been expended to date.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Coscia, Grayson, Holmes, Pocino, Silverman and Steiner voting in favor; none against; Commissioners Moerdler and Sartor recused:

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into a construction trade contract, through Tishman Construction Corporation and Turner Construction Company, a Joint Venture (Tishman/Turner), with Five Star Electric Corporation, for a telecommunications network associated with the construction of the World Trade Center Transportation Hub (WTC Hub) Project, at an estimated total cost of $39,474,000, inclusive of an eight-percent allowance for extra work; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase, by an estimated amount of $2.2 million, the compensation under the existing agreement with Tishman/Turner for construction management services to support the continued construction of the WTC Hub Project; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase, by an estimated amount of $2.1 million, the compensation under the existing agreement with Downtown Design Partnership, a joint venture of AECOM and STV, Inc., for professional architectural and engineering services to support the continued construction of the WTC Hub Project; and it is further

**RESOLVED**, that the form of all contracts and agreements required in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER TRANSPORTATION HUB PROJECT – AUTHORIZATION TO AWARD A CONSTRUCTION TRADE CONTRACT FOR A SECURITY SYSTEM AND INCREASE IN EXPERT PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

It was recommended that the Board authorize the Executive Director to: (1) enter into a construction trade contract, through construction manager Tishman Construction Corporation and Turner Construction Company, a Joint Venture (Tishman/Turner), with Diebold Enterprise Security Systems, Inc. for a security system associated with the construction of the World Trade Center Transportation Hub (WTC Hub) Project, at an estimated total cost of $22,491,000, inclusive of an eight-percent allowance for extra work; (2) increase, by an estimated amount of $1.2 million, the compensation under the Port Authority's existing agreement with Tishman/Turner for construction management services; and (3) increase, by an estimated amount of $1.1 million, the compensation under the Port Authority's existing agreement with Downtown Design Partnership (DDP), a joint venture of AECOM and STV, Inc., for architectural and engineering services to support the continued construction of the WTC Hub Project.

The WTC Hub Project is necessary to re-establish and enhance transportation facilities and infrastructure that existed at the World Trade Center (WTC) complex prior to September 11, 2001, and to promote the long-term accessibility and economic vitality of Lower Manhattan. The scope of work under the proposed contract includes: (1) furnishing and installing closed-circuit television and access control systems for the WTC Hub; (2) expanding Port Authority Trans-Hudson Corporation's (PATH) existing security system at the PATH WTC station; and (3) furnishing and installing redundant video recorders, control panels and end devices at the WTC Hub and central control servers at the WTC Hub and PATH Operations Control Center in Jersey City, New Jersey. The security system will operate on the WTC Hub Project's telecommunications network, funding for which authorization is being sought under a companion item at this Board meeting. The security system contract includes a warranty, along with emergency and routine scheduled maintenance for one year beyond final system acceptance.

The recommended award is to the lowest-price proposer, Diebold Enterprise Security Systems, Inc., which was selected by Tishman/Turner from a pre-qualified list of proposers. The proposed WTC Hub Project trade contract was procured pursuant to the procedures established in the Tishman/Turner Construction Management Agreement, dated August 10, 2009, and the Federal Transit Administration Lower Manhattan Recovery Office Third Party Contracting Requirements, dated August 21, 2003.

In July 2009, the Board authorized the retention of Tishman/Turner to provide construction management services to support the implementation of the WTC Hub Project. At the time of award, it was anticipated that the project would be implemented through the issuance of two major contracts to procure all trades needed to construct the Transit Hall in the East Bathtub. Through subsequent discussions with Tishman/Turner, the procurement strategy was modified to procure the construction trade packages individually, in order to best position the agency in attaining competition, flexibility and overall savings in contract value. The proposed increase in compensation to Tishman/Turner will provide for the development, management and supervision of these construction trade packages.

In September 2003, the Executive Director authorized an agreement with DDP to provide professional architectural and engineering services for the development of the WTC Hub Project for a five-year term, at an estimated amount of $60 million. Through August 2010, the Board authorized increases to the existing DDP contract for additional architectural and engineering and construction support services through Stage IV of the WTC Hub Project, to implement various components of the project. To continue the implementation of the project, it is necessary to increase compensation to DDP at this time. Including the requested increase of $1.1 million and increases pursuant to three companion items being advanced at this Board meeting, a total of $371.25 million will have been authorized. Approximately $292.5 million of that amount has been expended to date.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Coscia, Grayson, Holmes, Pocino and Silverman voting in favor; none against; Commissioners Moerdler, Sartor and Steiner recused:

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into a construction trade contract, through construction manager Tishman Construction Corporation and Turner Construction Company, a Joint Venture (Tishman/Turner), with Diebold Enterprise Security Systems, Inc. for a security system associated with the construction of the World Trade Center Transportation Hub (WTC Hub) Project, at an estimated total cost of $22,491,000, inclusive of an eight-percent allowance for extra work; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase, by an estimated amount of $1.2 million, the compensation under the existing agreement with Tishman/Turner for construction management services to support the continued construction of the WTC Hub Project; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase, by an estimated amount of $1.1 million, the compensation under the existing agreement with Downtown Design Partnership, a joint venture of AECOM and STV, Inc., for professional architectural and engineering services to support the continued construction of the WTC Hub Project; and it is further

**RESOLVED**, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER TRANSPORTATION HUB PROJECT – AUTHORIZATION TO AWARD A CONSTRUCTION TRADE CONTRACT FOR A BUILDING AUTOMATION AND TEMPERATURE CONTROL SYSTEM AND INCREASE IN EXPERT PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

It was recommended that the Board authorize the Executive Director to: (1) enter into a construction trade contract, through construction manager Tishman Construction Corporation and Turner Construction Company, a Joint Venture (Tishman/Turner), with Johnson Controls, Inc., for a Building Automation and Temperature Control (BATC) system associated with the construction of the World Trade Center Transportation Hub (WTC Hub) Project, at an estimated cost of $10,796,225, inclusive of an eight-percent allowance for extra work; (2) increase, by an estimated amount of $600,000, the compensation under the Port Authority's existing agreement with Tishman/Turner for construction management services; and (3) increase, by an estimated amount of $1 million, the compensation under the Port Authority's existing agreement with Downtown Design Partnership (DDP), a joint venture of AECOM and STV, Inc., for architectural and engineering services to support the continued construction of the WTC Hub Project.

The WTC Hub Project is necessary to re-establish and enhance transportation facilities and infrastructure that existed at the World Trade Center complex prior to September 11, 2001, and to promote the long-term accessibility and economic vitality of Lower Manhattan. The scope of work under the proposed contract includes furnishing and installing redundant central control servers, software and connecting end devices that will monitor and control environmental conditions throughout the WTC Hub. The BATC system will operate on the WTC Hub's telecommunications network, funding for which authorization is being sought under a companion item at this Board meeting. The BATC contract includes a warranty covering all equipment and labor for up to one year beyond final system acceptance.

The recommended award is to the lowest-price proposer, Johnson Controls, Inc., which was selected by Tishman/Turner from a pre-qualified list of proposers. The proposed WTC Hub Project trade contract was procured pursuant to the procedures established in the Tishman/Turner Construction Management Agreement, dated August 10, 2009, and the Federal Transit Administration Lower Manhattan Recovery Office Third Party Contracting Requirements, dated August 21, 2003.

In July 2009, the Board authorized the retention of Tishman/Turner to provide construction management services to support the implementation of the WTC Hub Project. At the time of award, it was anticipated that the project would be implemented through the issuance of two major contracts to procure all trades needed to construct the Transit Hall in the East Bathtub. Through subsequent discussions with Tishman/Turner, the procurement strategy was modified to procure the construction trade packages individually, in order to best position the agency in attaining competition, flexibility and overall savings in contract value. The proposed increase in compensation to Tishman/Turner will provide for the development, management and supervision of these construction trade packages.

In September 2003, the Executive Director authorized an agreement with DDP to provide professional architectural and engineering services for the development of the WTC Hub Project for a five-year term, at an estimated amount of $60 million. Through August 2010, the Board authorized increases to the existing DDP contract for additional architectural and engineering and construction support services through Stage IV of the WTC Hub Project, to implement various components of the project. To continue the implementation of the project, it is necessary to increase compensation to DDP at this time. Including the requested increase of $1 million and increases pursuant to three companion items being advanced at this Board meeting, a total of $371.25 million will have been authorized. Approximately $292.5 million of that amount has been expended to date.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Coscia, Grayson, Holmes, Pocino, Silverman and Steiner voting in favor; none against; Commissioners Moerdler and Sartor recused:

**RESOLVED,** that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into a construction trade contract, through construction manager Tishman Construction Corporation and Turner Construction Company, a Joint Venture (Tishman/Turner), with Johnson Controls, Inc. for a building automation and temperature control system associated with the construction of the World Trade Center Transportation Hub (WTC Hub) Project, at an estimated total cost of $10,796,225, inclusive of an eight-percent allowance for extra work; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase, by an estimated amount of $600,000, the compensation under the existing agreement with Tishman/Turner for construction management services to support the continued construction of the WTC Hub Project; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase, by an estimated amount of $1 million, the compensation under the existing agreement with Downtown Design Partnership, a joint venture of AECOM and STV, Inc., for professional architectural and engineering services to support the continued construction of the WTC Hub Project; and it is further

**RESOLVED**, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**WORLD TRADE CENTER TRANSPORTATION HUB PROJECT – AUTHORIZATION TO AWARD A CONSTRUCTION TRADE CONTRACT FOR A FIRE ALARM SYSTEM AND INCREASE IN EXPERT PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

It was recommended that the Board authorize the Executive Director to: (1) enter into a construction trade contract, through construction manager Tishman Construction Corporation and Turner Construction Company, a Joint Venture (Tishman/Turner), with Five Star Electric Corporation for a fire alarm system associated with the construction of the World Trade Center Transportation Hub (WTC Hub) Project, at an estimated total cost of $20,399,040, inclusive of an eight-percent allowance for extra work; (2) increase, by an estimated amount of $1.2 million, the compensation under the Port Authority's existing agreement with Tishman/Turner for construction management services; and (3) increase, by an estimated amount of $1 million, the compensation under the Port Authority's existing agreement with Downtown Design Partnership (DDP), a joint venture of AECOM and STV, Inc., for architectural and engineering services to support the continued construction of the WTC Hub Project.

The WTC Hub Project is necessary to re-establish and enhance transportation facilities and infrastructure that existed at the World Trade Center complex prior to September 11, 2001, and to promote the long-term accessibility and economic vitality of Lower Manhattan. The scope of work under the proposed contract includes furnishing and installing a complete independent fire alarm system, including fire alarm control panels, redundant fire alarm Command Stations and all required audible and visual signaling devices at various locations throughout the WTC Hub site. The fire alarm system contract includes a warranty, along with emergency and routine scheduled maintenance up to final system acceptance.

The recommended award is to the lowest-price proposer, Five Star Electric Corporation, which was selected by Tishman/Turner from a pre-qualified list of proposers. The proposed WTC Hub Project trade contract was procured pursuant to the procedures established in the Tishman/Turner Construction Management Agreement, dated August 10, 2009, and the Federal Transit Administration Lower Manhattan Recovery Office Third Party Contracting Requirements, dated August 21, 2003.

In July 2009, the Board authorized the retention of Tishman/Turner to provide construction management services to support the implementation of the WTC Hub Project. At the time of award, it was anticipated that the project would be implemented through the issuance of two major contracts to procure all trades needed to construct the Transit Hall in the East Bathtub. Through subsequent discussions with Tishman/Turner, the procurement strategy was modified to procure the construction trade packages individually, in order to best position the agency in attaining competition, flexibility and overall savings in contract value. The proposed increase in compensation to Tishman/Turner will provide for the development, management and supervision of these construction trade packages.

In September 2003, the Executive Director authorized an agreement with DDP to provide professional architectural and engineering services for the development of the WTC Hub Project for a five-year term, at an estimated amount of $60 million. Through August 2010, the Board authorized increases to the existing DDP contract for additional architectural and engineering and construction support services through Stage IV of the WTC Hub Project, to implement various components of the project. To continue the implementation of the project, it is necessary to increase compensation to DDP at this time. Including the requested increase of $1 million and increases pursuant to three companion items being advanced at this Board meeting, a total of $371.25 million will have been authorized. Approximately $292.5 million of that amount has been expended to date.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Coscia, Grayson, Holmes, Pocino, Silverman and Steiner voting in favor; none against; Commissioners Moerdler and Sartor recused:

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into a construction trade contract, through construction manager Tishman Construction Corporation and Turner Construction Company, a Joint Venture (Tishman/Turner), with Five Star Electric Corporation for a fire alarm system associated with the construction of the World Trade Center Transportation Hub (WTC Hub) Project, at an estimated total cost of $20,399,040, inclusive of an eight-percent allowance for extra work; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase, by an estimated amount of $1.2 million, the compensation under the existing agreement with Tishman/Turner for construction management services to support the continued construction of the WTC Hub Project; and it is further

**RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to increase, by an estimated amount of $1 million, the compensation under the existing agreement with Downtown Design Partnership, a joint venture of AECOM and STV, Inc., for professional architectural and engineering services to support the continued construction of the WTC Hub Project; and it is further

**RESOLVED**, that the form of all contracts and agreements in connection with the foregoing shall be subject to the approval of General Counsel or his authorized representative.

**ONE WORLD TRADE CENTER – RETENTION OF REAL ESTATE ADVISORY SERVICES**

It was recommended that the Board authorize the Executive Director to enter into a negotiated contract for real estate advisory services with The Bruce I. Selfon Company of Florida (Selfon), for the services of Bruce I. Selfon, personally, to support staff and The Durst Organization (Durst) in negotiating a lease with the United States General Services Administration (GSA) for office space in One World Trade Center (1WTC).

The proposed fee arrangement with Selfon would provide for a monthly retainer of $15,000, not to exceed a total of $90,000 for six months, with no further monthly retainer being paid during any period under the agreement exceeding six months. In addition, Selfon would also be compensated for reasonable out-of-pocket expenditures. The total monthly retainer would be credited against a transaction execution fee, payable no sooner than upon the successful execution of a lease with the GSA. The transaction execution fee would be based on a maximum of four percent of the net increased transaction value, with the total of all fees, inclusive of the retainer, capped at $1.5 million.

The proposed agreement also would provide for Selfon's performance of real estate advisory services, including, but not be limited to, negotiating the GSA lease, developing an acceptable GSA occupancy plan for federal agencies for 1WTC, and facilitating execution of pre-occupancy requirements of the GSA lease.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Coscia, Grayson, Holmes, Moerdler, Pocino, Sartor, Silverman and Steiner voting in favor; none against:

> **RESOLVED**, that the Executive Director be and he hereby is authorized, for and on behalf of the Port Authority, to enter into a negotiated contract for real estate advisory services with The Bruce I. Selfon Company of Florida (Selfon) to support staff and The Durst Organization in the negotiation of a lease agreement with the United States General Services Administration (GSA) at One World Trade Center, providing for a monthly retainer of $15,000, not to exceed a total of $90,000 for six months (with no further monthly retainer being paid during any period exceeding six months), plus compensation for reasonable out-of-pocket expenditures, with the total monthly retainer paid to Selfon to be credited against the transaction execution fee, which, inclusive of the retainer, shall be capped at $1.5 million and be payable after the successful execution of a lease with the GSA; and it is further
>
> **RESOLVED**, that the form of the foregoing agreement shall be subject to the approval of General Counsel or his authorized representative.

**BAYONNE BRIDGE – NAVIGATIONAL CLEARANCE LIMITATIONS**

Over the years the Port Authority has engaged in a number of planning initiatives, independently and together with other governmental and private entities, to review the issues that are anticipated to result from the current navigational clearance of the Bayonne Bridge over the Kill Van Kull, which is anticipated to limit the access of modern larger container ships to marine terminal facilities in New York and New Jersey that are west of the Bridge. In view of the importance of these marine terminal facilities to the business of the Port Authority and to the continued growth of the region's economy, in August 2009, the Board of Commissioners authorized planning and conceptual engineering services for a preliminary alternatives analysis, including a regional cost-benefit analysis of the alternatives, to address these issues. In furtherance of these continuing efforts, it was recommended that the Port Authority's capital planning process provide for $1 billion of capital capacity for a project to address the Bayonne Bridge's navigational clearance limitations.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Coscia, Grayson, Holmes, Moerdler, Pocino, Sartor, Silverman and Steiner voting in favor; none against:

> **RESOLVED,** the Port Authority's capital planning process shall provide for $1 billion of capital capacity for a project to address the Bayonne Bridge's navigational clearance limitations.

Whereupon, the meeting was adjourned.

_____

Secretary

**Attachment G**

**Water Quality Certification Under 33 U.S.C. 1251**

**(to be provided)**

# Attachment H

# CZM Consistency Statement

December 4, 2012

Jeffrey Zappieri
Division of Coastal Resources
New York State Department of State
99 Washington Avenue, Suite 1010
Albany, NY 12231-0001

**Re: The Port Authority of New York and New Jersey (PANYNJ), Bayonne Bridge Navigational Clearance Program, Coastal Zone Program Consistency Review**

Dear Mr. Zappieri:

The Port Authority of New York and New Jersey (PANYNJ) proposes to rehabilitate the Bayonne Bridge over the Kill Van Kull and associated roads and ramps of the NY-440/NJ-440 corridor from Dixon Avenue in Staten Island, New York to Humphrey's Avenue in Bayonne, New Jersey (proposed project). Currently, the clearance of the Bayonne Bridge restricts the height of ships that can traverse the Kill Van Kull between the Atlantic Ocean and the Howland Hook Marine Terminal and Port Newark-Elizabeth Marine Terminal. The purpose of the proposed project is to provide for vertical and horizontal clearance of the Bayonne Bridge to accommodate Post-Panamax vessels, to ensure the long-term vitality of the Port of New York and New Jersey and to meet current roadway design and safety standards while minimizing adverse impacts on the built and natural environment.

The proposed project would require the demolition of the bridge's existing road deck, construction of a new road deck at a higher elevation, and altering the existing bridge span over the Kill Van Kull and the bridge's north and south approaches. Specifically, the proposed project would involve the following:

- The height of the bottom of steel on the bridge deck (i.e. the vertical clearance above Mean High Water) would increase from the existing 151 feet high to a maximum of 215 feet high.
- The width of the bridge span's road way would be increased from 40 to 70 feet wide, plus a 12-foot-wide shared walkway and bike path. The 70-foot-wide road deck would consist of four travel lanes (two lanes in each direction) with partial shoulders the entire length. The overall width of the arch and main span road deck would be approximately 90 feet wide.
- The bridge's approach roadways would be raised by constructing new piers to accommodate for the new height of the bridge. However, the existing in water bridge piers would be reused to support portions of the new bridge.
- The bridge's approach roadways would be widened from the existing 50 feet wide (including a six-foot-wide walkway) to 90 feet wide (including a 12-foot-wide walkway and bike path).

Attached you will find the city, state, and federal coastal assessment forms and a corresponding project location map (Figure 1). The questions on the forms have been answered as they pertain to the New York portion of the project, in which there would be no in-water work. Please note that the project would include an outfall to the Kill Van Kull from the New Jersey shoreline, which would be conducted in accordance with all applicable local, state, and federal regulations. Based on a review of the New York State Department of State (NYSDOS)-approved New York City Waterfront Revitalization Program's coastal policies, we have concluded that the proposed project is consistent with these policies (see attachment). With this letter, I am requesting a coastal zone consistency concurrence from the NYSDOS for the proposed project.

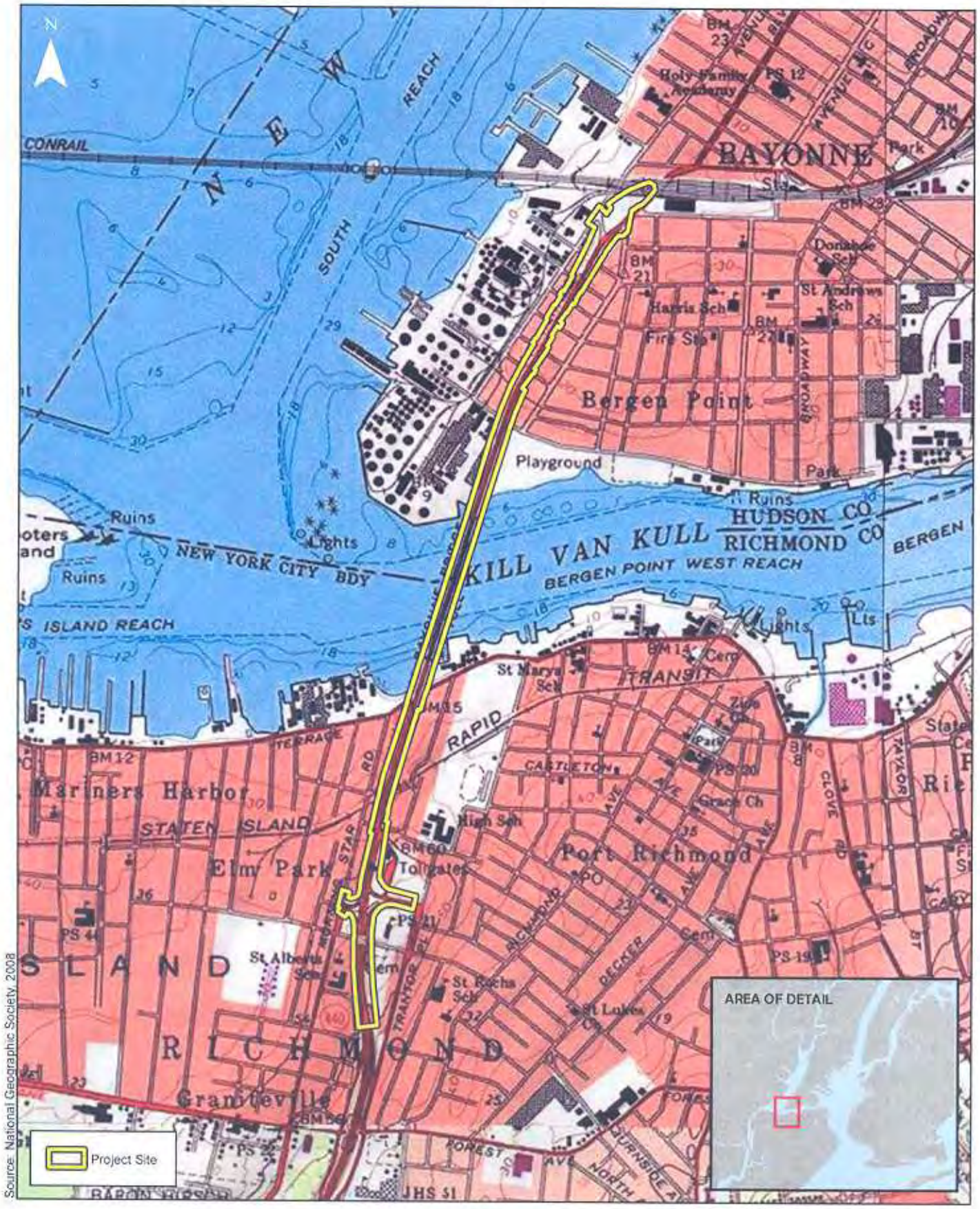
Please feel free to contact me at (201) 395-3940 or by email at jpapageorgis@panynj.gov if you should have any questions regarding this information request.

Sincerely,

Joann Papageorgis
Program Director
Bayonne Bridge Navigational Clearance Program

cc: Michael Marrella, New York Department of City Planning,

Garry Kassof, United States Coast Guard




Approximate coordinates of Project Site:
40° 38' 29" N, 74° 8' 33" W

0 1,500 3,000 Feet

**BAYONNE BRIDGE** BPA

**USGS 7.5 Minute Topographic Map - Elizabeth Quad**
Figure 1

NEW YORK STATE DEPARTMENT OF STATE
COASTAL MANAGEMENT PROGRAM

Federal Consistency Assessment Form

An applicant, seeking a permit, license, waiver, certification, or similar type of approval from a federal agency which is subject to the New York State Coastal Management Program (CMP), shall complete this assessment form for any proposed activity that will occur within and/or directly affect the State's Coastal Area. This form is intended to assist an applicant in certifying that the proposed activity is consistent with New York State's CMP as required by U.S. Department of Commerce regulations (15 CFR 930.57). It should be completed at the time when the federal application is prepared. The Department of State will use the completed form and accompanying information in its review of the applicant's certification of consistency.

A. APPLICANT

1. Name: **Joann Papageorgis, Port Authority of New York and New Jersey**
(please print)

2. Address: **2 Montgomery Street, 4th Floor, Jersey City NJ 07302**

3. Telephone: **201-395-3940**

B. PROPOSED ACTIVITY

1. Brief description of activity:
**The project for the Replacement of Main Span Roadway and Approach Structures of the Bayonne Bridge will include the following elements:**
   - **An increase to 215 feet of vertical clearance above Mean High Water would meet the height requirements for most Post-Panamax vessels.**
   - **The width of the bridge's main span roadway would be increased from approximately 40 to 70 feet. The deck would consist of four, 12-foot travel lanes (two lanes in each direction), a 6'-8" median with a barrier, and outside shoulders including a safety wall.**
   - **A 12-foot-wide, shared-use (pedestrian and bicycle) path would be provided along the east side of the northbound lanes along the outside of the arch. The total width of the bridge deck, including a shared use path and the arch structure, would be 98'-6". The shared-use path would be continuous from at grade in New York and New Jersey, a length of approximately 7,000 feet.**
   - **The project would increase the grade of the approach spans to a 4.85% slope in New Jersey and a 5.0% slope in New York to meet the higher road deck of the bridge. The approach roadways would be widened from 50 feet to 90 feet to allow for the upgrade to current roadway design standards. Acceleration and deceleration lanes would be located at the landings in Bayonne and Staten Island thereby creating a total maximum width of approximately 115 feet.**
   - **The existing approach roadway piers would be demolished below existing ground and new ones built supporting the approach roadway at the new higher elevation.**

2. Purpose of activity
**The purpose of the project is to construct a new roadway of the Bayonne Bridge over the Kill Van Kull, resulting in increased navigational clearance from 151 feet to up to 215 feet. In addition, the project would improve substandard traffic features and upgrade the bridge to current seismic and structural codes.**

3. Location of activity

| Staten Island | New York City | Kill Van Kull |
|---|---|---|
| County | City, Town, or Village | Street or Site Description |

4. Type of federal permit/license required: **United States Army Corps of Engineers (USACE) Nationwide Permit 15; United States Coast Guard (USCG) Bridge Permit**

5. Federal application number, if known: **N/A**

6. If a state permit/license was issued or is required for the proposed activity, identify the state agency and provide the: **New York State Department of Environmental Conservation (NYSDEC)**

application number, if known: **SPDES (6 NYCRR 750) Permit No. GP-0-10-001**

C. COASTAL ASSESSMENT Check either "YES" or "NO" for each of the following questions. The numbers following each question refer to the policies described in the CMP document (see footnote on page 2) which may be affected by the proposed activity.

1. Will the proposed activity result in any of the following:

| | YES | NO |
|---|---|---|
| (a) Large physical change to a site within the coastal area which will require the preparation of an environmental impact statement? (11, 22, 25, 32, 37, 38, 41, 43) *An environmental assessment (EA) is being prepared pursuant to NEPA. | | X* |
| (b) Physical alteration of more than two acres of land along the shoreline, land under water or coastal waters? (2, 11, 12, 20, 28, 35, 44) | X | |
| (c) Revitalization/redevelopment of a deteriorated or underutilized waterfront site? (1) | | X |
| (d) Reduction of existing or potential public access to or along coastal waters? (19, 20) | | X |
| (e) Adverse effect upon the commercial or recreational use of coastal fish resources? (9, 10) | | X |
| (f) Siting of a facility essential to the exploration, development, and production of energy resources in coastal waters or on the Outer Continental Shelf? (29) | | X |
| (g) Siting of a facility essential to the generation or transmission of energy? (27) | | X |
| (h) Mining, excavation, or dredging activities, or the placement of dredged or fill material in coastal waters? (15, 35) | | X |
| (i) Discharge of toxics, hazardous substances, or other pollutants into coastal waters? (8, 15, 35) | | X |
| (j) Draining of stormwater runoff or sewer overflows into coastal waters? (33) | | X |
| (k) Transport, storage, treatment, or disposal of solid wastes or hazardous materials? (36,39) | X | |
| (l) Adverse effect upon land or water uses within the State's small harbors? (4) | | X |

2. Will the proposed activity affect, or be located in, on, or adjacent to any of the following:

| | | |
|---|---|---|
| (a) State designated freshwater or tidal wetland? (44) | | X |
| (b) Federally designated flood and/or state designated erosion hazard area? (11, 12, 17) | X | |
| (c) State designated significant fish and/or wildlife habitat? (7) | | X |
| (d) State designated significant scenic resource or area? (24) | | X |
| (e) State designated important agricultural lands? (26) | | X |
| (f) Beach, dune, or barrier island? (12) | | X |
| (g) Major ports of Albany, Buffalo, Ogdensburg, Oswego, or New York? (3) | X | |
| (h) State, county, or local park? (19, 20) | | X |
| (i) Historic resource listed on the National or State Register of Historic Places? (23) | X | |

3. Will the proposed activity require any of the following:

| | | |
|---|---|---|
| (a) Waterfront site? (2, 21, 22) | X | |
| (b) Provision of new public services or infrastructure in undeveloped or sparsely populated sections of the coastal area? (5) | | X |
| (c) Constriction or reconstruction of a flood or erosion control structure? (13, 14, 16) | | X |
| (d) State water quality permit or certification? (30, 38, 40) | | X |
| (e) State air quality permit or certification? (41, 43) | | X |

4. Will the proposed activity occur within and/or affect an area covered by a State approved local waterfront revitalization program? (see policies in local program document) X

D. ADDITIONAL STEPS

1. If all of the questions in Section C are answered "NO", then the applicant or agency shall complete Section E and submit the documentation required by Section F.

2. If any of the questions in Section C are answered "YES", then the applicant or agent is advised to consult the CMP, or where appropriate, the local waterfront revitalization program document.* The proposed activity must be analyzed in more detail with respect to the applicable state of local coastal policies. In the space provided below or on a separate Page(s), the applicant or agent shall: (a) identify, by their policy numbers, which coastal policies are affected by the activity, (b) briefly assess the effects of the activity upon the policy, and (c) state how the activity is consistent with each policy. Following the completion of this written assessment, the applicant or agency shall complete Section E and submit the documentation required by Section F.

**Please see the attached discussion of consistency of the proposed project with the New York City Waterfront Revitalization Program.**

E. CERTIFICATION

The applicant or agent must certify that the proposed activity is consistent with the State's CMP or the approved local waterfront revitalization program, as appropriate. If this certification cannot be made, the proposed activity shall not be undertaken. If this certification can be made, complete this Section.

"The proposed activity complies with New York State's approved Coastal Management Program, or with the applicable approved local waterfront revitalization program, and will be conducted in a manner consistent with such program."

Applicant/Agent's Name: Joann Papageorgis

Address: 2 Montgomery Street, 4th Floor Jersey City, NJ 07302

Telephone: Area Code 201-395-3956

Applicant/Agent's Signature: JPapageorgis Date: 12/4/12

F. SUBMISSION REQUIREMENTS

1. The applicant or agent shall submit the following documents to the New York State Department of State, Office of Coastal, Local Government and Community Sustainability, Attn: Consistency Review Unit, 1 Commerce Plaza, 99 Washington Avenue - Suite 1010, Albany, New York 12231

   a. Copy of original signed form.
   b. Copy of the completed federal agency application.
   c. Other available information which would support the certification of consistency.

2. The applicant or agent shall also submit a copy of this completed form along with his/her application to the federal agency.

3. If there are any questions regarding the submission of this form, contact the Department of State at (518) 474-6000

* These state and local documents are available for inspection at the offices of many federal agencies, Department of Environmental Conservation and Department of State regional offices, and the appropriate regional and county planning agencies. Local program documents are also available for inspection at the offices of the appropriate local government.

NEW YORK STATE DEPARTMENT OF STATE
COASTAL MANAGEMENT PROGRAM

Coastal Assessment Form

A. INSTRUCTIONS (Please print or type all answers)

1. State agencies shall complete this CAF for proposed actions which are subject to Part 600 of Title 19 of the NYCRR. This assessment is intended to supplement other information used by a state agency in making a determination of significance pursuant to the State Environmental Quality Review Act (see 6 NYCRR, Part 617). If it is determined that a proposed action will not have a significant effect on the environment, this assessment is intended to assist a state agency in complying with the certification requirements of 19 NYCRR Section 600.4.

2. If any question in Section C on this form is answered "yes," then the proposed action may affect the achievement of the coastal policies contained in Article 42 of the Executive Law. Thus, the action should be analyzed in more detail and, if necessary, modified prior to either (a) making a certification of consistency pursuant to 19 NYCRR Part 600 or, (b) making the findings required under SEQR, 6 NYCRR, Section 617.11, if the action is one for which an environmental impact statement is being prepared. If an action cannot be certified as consistent with the coastal policies, it shall not be undertaken.

3. Before answering the questions in Section C, the preparer of this form should review the coastal policies contained in 19 NYCRR Section 600.5. A proposed action should be evaluated as to its significant beneficial and adverse effects upon the coastal area.

B. DESCRIPTION OF PROPOSED ACTION

1. Type of state agency action (check appropriate response):
   (a) Directly undertaken (e.g. capital construction, planning activity, agency regulation, land transaction)
   (b) Financial assistance (e.g. grant, loan, subsidy)
   (c) ✓ Permit, license, certification

2. Describe nature and extent of action:

**The project for the Replacement of Main Span Roadway and Approach Structures of the Bayonne Bridge will include the following elements:**

- **An increase to 215 feet of vertical clearance above Mean High Water would meet the height requirements for most Post-Panamax vessels.**
- **The width of the bridge's main span roadway would be increased from approximately 40 to 70 feet. The deck would consist of four, 12-foot travel lanes (two lanes in each direction), a 6'-8" median with a barrier, and outside shoulders including a safety wall.**
- **A 12-foot-wide, shared-use (pedestrian and bicycle) path would be provided along the east side of the northbound lanes along the outside of the arch. The total width of the bridge deck, including a shared use path and the arch structure, would be 98'-6". The shared-use path would be continuous from at grade in New York and New Jersey, a length of approximately 7,000 feet.**
- **The project would increase the grade of the approach spans to a 4.85% slope in New Jersey and a 5.0% slope in New York to meet the higher road deck of the bridge. The approach roadways would be widened from 50 feet to 90 feet to allow for the upgrade to current roadway design standards. Acceleration and deceleration lanes would be located at the landings in Bayonne and Staten Island thereby creating a total maximum width of approximately 115 feet.**
- **The existing approach roadway piers would be demolished below existing ground and new ones built supporting the approach roadway at the new higher elevation.**

3. Location of action:

| Staten Island | New York City | Kill Van Kull |
|---|---|---|
| County | City, Town or Village | Street or Site Description |

4. If an application for the proposed action has been filed with the state agency, the following information shall be provided:

(a) Name of applicant: **Joann Papageorgis, Port Authority of New York and New Jersey**

(b) Mailing address: **2 Montgomery Street, 4th Floor Jersey City, NJ 07302**

(c) Telephone Number: Area Code **201-395-3940**

(d) State agency application number:

5. Will the action be directly undertaken, require funding, or approval by a federal agency?
Yes ✓ No If yes, which federal agency? **USCG**

C. COASTAL ASSESSMENT (Check either "YES" or "NO" for each of the following questions)

1. Will the proposed activity be located in, or contiguous to, or have a significant effect upon any of the resource areas identified on the coastal area map:

| | | YES | NO |
|---|---|---|---|
| (a) | Significant fish or wildlife habitats? | | ✓ |
| (b) | Scenic resources of statewide significance? | | ✓ |
| (c) | Important agricultural lands? | | ✓ |

2. Will the proposed activity have a significant effect upon:

| | | | |
|---|---|---|---|
| (a) | Commercial or recreational use of fish and wildlife resources? | | ✓ |
| (b) | Scenic quality of the coastal environment? | | ✓ |
| (c) | Development of future, or existing water dependent uses? | | ✓ |
| (d) | Operation of the State's major ports? | | ✓ |
| (e) | Land and water uses within the State's small harbors? | | ✓ |
| (f) | Existing or potential public recreation opportunities? | | ✓ |
| (g) | Structures, sites or districts of historic, archeological or cultural significance to the State or nation? | | ✓ |

3. Will the proposed activity involve or result in any of the following:

| | | | |
|---|---|---|---|
| (a) | Physical alteration of two (2) acres or more of land along the shoreline, land under water or coastal waters? | ✓ | |
| (b) | Physical alteration of five (5) acres or more of land located elsewhere in the coastal area | | ✓ |
| (c) | Expansion of existing public services of infrastructure in undeveloped or low density areas of the coastal area? | | ✓ |
| (d) | Energy facility not subject to Article VII or VIII of the Public Service Law? | | ✓ |
| (e) | Mining, excavation, filling or dredging in coastal waters? | | ✓ |
| (f) | Reduction of existing or potential public access to or along the shore? | | ✓ |
| (g) | Sale or change in use of state-owned lands located on the shoreline or under water? | ✓ | |
| (h) | Development within a designated flood or erosion hazard area? | ✓ | |
| (i) | Development on a beach, dune, barrier island or other natural feature that provides protection against flooding or erosion? | | ✓ |

| | | |
|---|---|---|
| 4. Will the proposed action be located in or have a significant effect upon an area included in an approved Local Waterfront Revitalization Program? | ✓ | |

D. SUBMISSION REQUIREMENTS

If any question in Section C is answered "Yes", AND either of the following two conditions is met:

Section B.1(a) or B.1(b) is checked; or
Section B.1(c) is checked AND B.5 is answered "Yes",

THEN one copy of the Completed Coastal Assessment Form shall be submitted to:

New York State Department of State
Office of Coastal, Local Government and Community Sustainability
One Commerce Plaza
99 Washington Avenue, Suite 1010
Albany, New York 12231-000

If assistance of further information is needed to complete this form, please call the Department of State at (518) 474-6000.

E. REMARKS OR ADDITIONAL INFORMATION

Preparer's Name: Joann Papageorgis
(Please print)

Title: Program Director Agency: Port Authority of New York and New Jersey

Telephone Number: 201-395-3940 Date: December 4, 2012

| For Internal Use Only: | WRP no. |
|---|---|
| Date Received: | DOS no. |

# NEW YORK CITY WATERFRONT REVITALIZATION PROGRAM
## Consistency Assessment Form

Proposed action subject to CEQR, ULURP, or other Local, State or Federal Agency Discretionary Actions that are situated within New York City's designated Coastal Zone Boundary must be reviewed and assessed for their consistency with the *New York City Waterfront Revitalization Program (WRP)*. The WRP was adopted as a 197-a Plan by the Council of the City of New York on October 13, 1999, and approved in coordination with local, state and Federal laws and regulations, including the State's Coastal Management Program (Executive Law, Article 42) and the Federal Coastal Zone Management Act of 1972 (P.L. 92-583). As a result of these approvals, state and federal discretionary actions within the city's coastal zone must be consistent to the maximum extent practicable with the WRP policies and the city must be given the opportunity to comment on all state and federal projects within its coastal zone.

This form is intended to assist an applicant in certifying that the proposed activity is consistent with the WRP. It should be completed when the local, state, or federal application is prepared. The completed form and accompanying information will be used by the New York State Department of State, other State Agency or the New York City Department of City Planning in its review of the applicant's certification of consistency.

## A. APPLICANT

1. Name: **Joann Papageorgis, Port Authority of New York and New Jersey**

   Address: **2 Montgomery Street, 4th Floor Jersey City, NJ 07302**

3. Telephone: **201-395-3940** Fax: **201-395-7410**

   E-mail Address: **jpapageorgis@panynj.gov**

4. Project site owner: **Port Authority of New York and New Jersey**

## B. PROPOSED ACTIVITY

1. **The project for the Replacement of Main Span Roadway and Approach Structures of the Bayonne Bridge will include the following elements:**
   - **An increase to 215 feet of vertical clearance above Mean High Water would meet the height requirements for most Post-Panamax vessels.**
   - **The width of the bridge's main span roadway would be increased from approximately 40 to 70 feet. The deck would consist of four, 12-foot travel lanes (two lanes in each direction), a 6'-8" median with a barrier, and outside shoulders including a safety wall.**
   - **A 12-foot-wide, shared-use (pedestrian and bicycle) path would be provided along the east side of the northbound lanes along the outside of the arch. The total width of the bridge deck, including a shared use path and the arch structure, would be 98'-6". The shared-use path would be continuous from at grade in New York and New Jersey, a length of approximately 7,000 feet.**
   - **The project would increase the grade of the approach spans to a 4.85% slope in New Jersey and a 5.0% slope in New York to meet the higher road deck of the bridge. The approach roadways would be widened from 50 feet to 90 feet to allow for the upgrade to current roadway design standards. Acceleration and deceleration lanes would be located at the landings in Bayonne and Staten Island thereby creating a total maximum width of approximately 115 feet.**
   - **The existing approach roadway piers would be demolished below existing ground and new ones built supporting the approach roadway at the new higher elevation.**

2. Purpose of activity: **The purpose of the project is to construct a new roadway of the Bayonne Bridge over the Kill Van Kull, resulting in increased navigational clearance from 151 feet to up to 215 feet. In addition, the project would improve substandard traffic features and upgrade the bridge to current seismic and structural codes.**

3. Location of activity: **Bayonne Bridge over the Kill Van Kull** Borough: **Staten Island**

Street Address or Site Description: **Bayonne Bridge over the Kill Van Kull, connecting Staten Island, New York to Bayonne, New Jersey. The latitude of the project site is 40° 38′ 31.36″ N and the longitude is 74° 8′ 31.07″ W.**

4. If a federal or state permit or license was issued or is required for the proposed activity, identify the permit type(s), the authorizing agency and provide the application or permit number(s), if known:

   **U.S. Army Corps of Engineers (USACE) – Nationwide Permit 15;**

   **United States Coast Guard (USCG) Bridge Permit;**

   **New York State Department of Environmental Conservation (NYSDEC) – NYS SPDES (6 NYCRR 750) - General Permit for Stormwater Discharges from Construction Activity - Permit No. GP-0-10-001**

5. Is federal or state funding being used to finance the project? If so, please identify the funding source(s).

   **Not Applicable.**

| | | Yes | No |
|---|---|---|---|
| 6. | Will the proposed project result in any large physical change to a site within the coastal area that will require the preparation of an environmental impact statement? | | |
| | If yes, identify Lead Agency: | | X* |

*An environmental assessment (EA) is being prepared pursuant to NEPA.

7. Identify City discretionary actions, such as zoning amendment or adoption of an urban renewal plan, required for the proposed project.

   **None required.**

## C. COASTAL ASSESSMENT

The following questions represent, in a broad sense, the policy of the WRP. The number in the parentheses after each question indicated the policy or policies that are the focus of the question. A detailed explanation of the Waterfront Revitalization Program and its policies are contained in the publication the *New York City Waterfront Revitalization Program*.

Check either "Yes" or "No" for each of the following questions. Once the checklist is completed, assess how the proposed project affects the policy or standards indicated in "( )" after each question with a Yes response. Explain how the action is consistent with the goals of the policy or standard.

| **Location Questions:** | | Yes | No |
|---|---|---|---|
| 1. | Is the project site on the waterfront or at the water's edge? | X | |
| 2. | Does the proposed project require a waterfront site? | X | |
| 3. | Would the action result in a physical alteration to a waterfront site, including land along the shoreline, land underwater, or coastal waters? | X | |

| **Policy Questions:** | | Yes | No |
|---|---|---|---|
| | The following questions represent, in a broad sense, the policies of the WRP. Numbers in parentheses after each questions indicate the policy or policies addressed by the question. The new Waterfront Revitalization Program offers detailed explanations of the policies, including criteria for consistency determinations.<br>Check either "Yes" or "No" for each of the following questions. For all "yes" responses, provide an attachment assessing the effects of the proposed activity on the relevant policies or standards. Explain how the action would be consistent with the goals of those policies and standards. | | |
| 4. | Will the proposed project result in revitalization or redevelopment of a deteriorated or under- used waterfront site? (1) | | X |

| | | | |
|---|---|---|---|
| 5. | Is the project site appropriate for residential or commercial redevelopment? (1.1) | | X |
| 6. | Will the action result in a change in scale or character of a neighborhood? (1.2) | | X |
| 7. | Will the proposed activity require provision of new public services or infrastructure in undeveloped or sparsely populated sections of the coastal area? (1.3) | | X |
| 8. | Is the action located in one of the designated Significant Maritime and Industrial Areas (SMIA): South Brooklyn, Newtown Creek, Brooklyn Navy Yard, Red Hook, Sunset Park, or Staten Island? (2) | X | |
| 9. | Are there any waterfront structures, such as piers, docks, bulkheads or wharves, located on the project sites? (2) | X | |
| 10. | Would the action involve the siting or construction of a facility essential to the generation or transmission of energy, or a natural gas facility, or would it develop new energy resources? (2.1) | | X |
| 11. | Does the action involve the siting of a working waterfront use outside of a SMIA? (2.2) | | X |
| 12. | Does the proposed project involve infrastructure improvement, such as construction or repair of piers, docks, or bulkheads? (2.3, 3.2) | | X |
| 13. | Would the action involve mining, dredging, or dredge disposal, or placement of dredged or fill materials in coastal waters? (2.3, 3.1, 4, 5.3, 6.3) | | X |
| 14. | Would the action be located in a commercial or recreational boating center, such as City Island, Sheepshead Bay or Great Kills or an area devoted to water-dependent transportation? (3) | X | |
| 15. | Would the proposed project have an adverse effect upon the land or water uses within a commercial or recreation boating center or water-dependent transportation center? (3.1) | | X |
| 16. | Would the proposed project create any conflicts between commercial and recreational boating? (3.2) | | X |
| 17. | Does the proposed project involve any boating activity that would have an impact on the aquatic environment or surrounding land and water uses? (3.3) | | X |
| 18. | Is the action located in one of the designated Special Natural Waterfront Areas (SNWA): Long Island Sound-Rockaway Inlet, Jamaica Bay, or Northwest Staten Island? (4 and 9.2) | | X |
| 19. | Is the project site in or adjacent to a Significant Coastal Fish and Wildlife Habitats? (4.1) | | X |
| 20. | Is the site located within or adjacent to a Recognized Ecological Complex: South Shore of Staten Island or Riverdale Natural Area District? (4.1and 9.2) | | X |
| 21. | Would the action involve any activity in or near a tidal or freshwater wetland? (4.2) | | X |
| 22. | Does the project site contain a rare ecological community or would the proposed project affect a vulnerable plant, fish, or wildlife species? (4.3) | X | |
| 23. | Would the action have any effects on commercial or recreational use of fish resources? (4.4) | | X |
| 24. | Would the proposed project in any way affect the water quality classification of nearby waters or be unable to be consistent with that classification? (5) | | X |
| 25. | Would the action result in any direct or indirect discharges, including toxins, hazardous substances, or other pollutants, effluent, or waste, into any waterbody? (5.1) | | X |
| 26. | Would the action result in the draining of stormwater runoff or sewer overflows into coastal waters? (5.1) | | X |
| 27. | Will any activity associated with the project generate nonpoint source pollution? (5.2) | | X |

| Policy Questions cont'd: | | Yes | No |
|---|---|---|---|
| 28. | Would the action cause violations of the National or State air quality standards? (5.2) | | X |
| 29. | Would the action result in significant amounts of acid rain precursors (nitrates and sulfates)? (5.2C) | | X |
| 30. | Will the project involve the excavation or placing of fill in or near navigable waters, marshes, estuaries, tidal marshes or other wetlands? (5.3) | | X |
| 31. | Would the proposed action have any effects on surface or ground water supplies? (5.4) | | X |
| 32. | Would the action result in any activities within a Federally designated flood hazard area or State designated erosion hazards area? (6) | X | |
| 33. | Would the action result in any construction activities that would lead to erosion? (6) | | X |
| 34. | Would the action involve construction or reconstruction of flood or erosion control structure? (6.1) | | X |
| 35. | Would the action involve any new or increased activity on or near any beach, dune, barrier island, or bluff? (6.1) | | X |
| 36. | Does the proposed project involve use of public funds for flood prevention or erosion control? (6.2) | | X |
| 37. | Would the proposed project affect a non-renewable source of sand? (6.3) | | X |
| 38. | Would the action result in shipping, handling, or storing of solid wastes; hazardous materials, or other pollutants? (7) | | X |
| 39. | Would the action affect any sites that have been used as landfills? (7.1) | | X |
| 40. | Would the action result in development of a site that may contain contamination or has a history of underground fuel tanks, oil spills, or other form or petroleum product use or storage? (7.2) | | X |
| 41. | Will the proposed activity result in any transport, storage, treatment, or disposal of solid wastes or hazardous materials, or the siting of a solid or hazardous waste facility? (7.3) | X | |
| 42. | Would the action result in a reduction of existing or required access to or along coastal waters, public access areas, or public parks or open spaces? (8) | | X |
| 43. | Will the proposed project affect or be located in, on, or adjacent to any federal, state, or city park or other land in public ownership protected for open space preservation? (8) | | X |
| 44. | Would the action result in the provision of open space without the provision for its maintenance? (8.1) | | X |
| 45. | Would the action result in any development along the shoreline but NOT include new water enhanced or water dependent recreational space? (8.2) | | X |
| 46. | Will the proposed project impede visual access to coastal lands, waters and open space? (8.3) | | X |
| 47. | Does the proposed project involve publically owned or acquired land that could accommodate waterfront open space or recreation? (8.4) | | X |
| 48. | Does the project site involve lands or waters held in public trust by the state or city? (8.5) | X | |

| Policy Questions cont'd: | | Yes | No |
|---|---|---|---|
| 49. | Would the action affect natural or built resources that contribute to the scenic quality of a coastal area? (9) | X | |
| 50. | Does the site currently include elements that degrade the area's scenic quality or block views to the water? (9.1) | | X |
| 51. | Would the proposed action have a significant adverse impact on historic, archeological, or cultural resources? (10) | | X |
| 52. | Will the proposed activity affect or be located in, on, or adjacent to an historic resource listed on the National or State Register of Historic Places, or designated as a landmark by the City of New York? (10) | X | |

## D. CERTIFICATION

The applicant must certify that the proposed activity is consistent with New York City's Waterfront Revitalization Program, pursuant to the New York State Coastal Management Program. If this certification cannot be made, the proposed activity shall not be undertaken. If the certification can be made, complete this section.

"The proposed activity complies with New York State's Coastal Management Program as expressed in New York City's approved Local Waterfront Revitalization Program, pursuant to New York State's Coastal Management Program, and will be conducted in a manner consistent with such program."

Applicant/Agent Name: **Joann Papageorgis**

Address: **2 Montgomery Street, 4th Floor, Jersey City, NJ 07302**

Telephone **201-395-3956**

Applicant/Agent Signature: Date: 12/4/12

## Waterfront Revitalization Program

Upon review of the New York City WRP Consistency Assessment Form (CAF), the WRP policies applicable to the Bayonne Bridge Navigational Clearance Program are indicated in **Table 1** below. The following section reviews these policies and assesses their consistency with the project.

**Table 1**
**List of New York CZM Policies**

| CZM Policy Number | CZM Policy Name | Applicable to the Project | Not Applicable to the Project |
|---|---|---|---|
| **Policy 1:** Support and facilitate commercial and residential development in areas well-suited to such development. | | | |
| 1.1 | Encourage commercial and residential redevelopment in appropriate coastal zone areas. | | X |
| 1.2 | Encourage non-industrial development that enlivens the waterfront and attracts the public. | | X |
| 1.3 | Encourage redevelopment in the coastal area where public facilities and infrastructure are adequate or will be developed. | | X |
| **Policy 2:** Support water-dependent and industrial uses in New York City coastal areas that are well-suited to their continued operation. | | | |
| 2.1 | Promote water-dependent and industrial uses in Significant Maritime and Industrial Areas. | X | |
| 2.2 | Encourage working waterfront uses at appropriate sites outside the Significant Maritime and Industrial Areas. | X | |
| 2.3 | Provide infrastructure improvements necessary to support working waterfront uses. | X | |
| **Policy 3:** Promote use of New York City's waterways for commercial and recreational boating and water-dependent transportation centers. | | | |
| 3.1 | Support and encourage recreational and commercial boating in New York City's maritime centers. | X | |
| 3.2 | Minimize conflicts between recreational, commercial, and ocean-going freight vessels. | X | |
| 3.3 | Minimize impact of commercial and recreational boating activities on the aquatic environment and surrounding land and water uses. | X | |
| **Policy 4:** Protect and restore the quality and function of ecological systems within the New York City coastal area. | | | |
| 4.1 | Protect and restore the ecological quality and component habitats and resources within the Special Natural Waterfront Areas, Recognized Ecological Complexes and Significant Coastal Fish and Wildlife Habitats. | | X |
| 4.2 | Protect and restore tidal and freshwater wetlands. | X | |
| 4.3 | Protect vulnerable plant, fish and wildlife species, and rare ecological communities. Design and develop land and water uses to maximize their integration or compatibility with the identified ecological community. | X | |
| 4.4 | Maintain and protect living aquatic resources. | X | |

Table 1
List of New York CZM Policies

| CZM Policy Number | CZM Policy Name | Applicable to the Project | Not Applicable to the Project |
|---|---|---|---|
| **Policy 5:** Protect and improve water quality in the New York City coastal area. | | | |
| 5.1 | Manage direct or indirect discharges to waterbodies. | X | |
| 5.2 | Protect the quality of New York City's waters by managing activities that generate nonpoint source pollution. | X | |
| 5.3 | Protect water quality when excavating or placing fill in navigable waters and in or near marshes, estuaries, tidal marshes, and wetlands. | | X |
| 5.4 | Protect the quality and quantity of groundwater, streams, and the sources of water for wetlands. | X | |
| *Policy 6: Minimize loss of life, structures and natural resources caused by flooding and erosion.* | | | |
| 6.1 | Minimize losses from flooding and erosion by employing non-structural and structural management measures appropriate to the condition and use of the property to be protected and the surrounding area. | X | |
| 6.2 | Direct public funding for flood prevention or erosion control measures to those locations where the investment will yield significant public benefit. | | X |
| 6.3 | Protect and preserve non-renewable sources of sand for beach nourishment. | | X |
| **Policy 7:** Minimize environmental degradation from solid waste and hazardous substances. | | | |
| 7.1 | Manage solid waste material, hazardous wastes, toxic pollutants, and substances hazardous to the environment to protect public health, control pollution and prevent degradation of coastal ecosystems. | X | |
| 7.2 | Prevent and remediate discharge of petroleum products. | X | |
| 7.3 | Transport solid waste and hazardous substances and site solid and hazardous waste facilities in a manner that minimizes potential degradation of coastal resources. | X | |
| **Policy 8:** Provide public access to and along New York City's coastal waters. | | | |
| 8.1 | Preserve, protect and maintain existing physical, visual, and recreational access to the waterfront. | X | |
| 8.2 | Incorporate public access into new public and private development where compatible with proposed land use and coastal location. | X | |
| 8.3 | Provide visual access to coastal lands, waters, and open space where physically practical. | X | |
| 8.4 | Preserve and develop waterfront open space and recreation on publicly owned land at suitable locations. | X | |
| 8.5 | Preserve the public interest in and use of lands and waters held in public trust by the state and city. | X | |
| **Policy 9:** Protect scenic resources that contribute to the visual quality of the New York City coastal area. | | | |
| 9.1 | Protect and improve visual quality associated with New York City's urban context and the historic and working waterfront. | X | |
| 9.2 | Protect scenic values associated with natural resources. | | X |

**Table 1**
**List of New York CZM Policies**

| CZM Policy Number | CZM Policy Name | Applicable to the Project | Not Applicable to the Project |
|---|---|---|---|
| **Policy 10:** Protect, preserve, and enhance resources significant to the historical, archaeological, and cultural legacy of the New York City coastal area. | | | |
| 10.1 | Retain and preserve designated historic resources and enhance resources significant to the coastal culture of New York City. | X | |
| 10.2 | Protect and preserve archaeological resources and artifacts. | | X |

## ANALYSIS OF APPLICABLE POLICIES

**Policy 2:** Support water-dependent and industrial uses in New York City coastal areas that are well-suited to their continued operation.

*Policy 2.1: Promote water-dependent and industrial uses in Significant Maritime and Industrial Areas.*

The project is located within a Significant Maritime and Industrial Area (SMIA). The Kill Van Kull SMIA stretches from Howland Hook to Snug Harbor. It contains a concentration of maritime uses including a marine terminal and dry docks for ship repair. The project would ensure the long-term vitality of the area and the ports. By providing increased vertical clearance to support Post-Panamax vessels, the project would facilitate the efficient use of port infrastructure within the SMIA. Therefore, the project would be consistent with this policy.

*Policy 2.2: Encourage working waterfront uses at appropriate sites outside the Significant Maritime and Industrial Areas.*

By providing increased vertical clearance to support Post-Panamax vessels, the project would maximize the continued use of port infrastructure and maintain long-term vitality within the region. Therefore, the project would be consistent with this policy.

*Policy 2.3: Provide infrastructure improvements necessary to support working waterfront uses.*

See response to Policies 2.1 and 2.2.

**Policy 3:** Promote use of New York City's waterways for commercial and recreational boating and water-dependent transportation centers.

*Policy 3.1: Support and encourage recreational and commercial boating in New York City's maritime centers.*

By providing increased vertical clearance to support Post-Panamax vessels, the project would support commercial boating and New York City's maritime centers. Therefore, the project would be consistent with this policy.

*Policy 3.2: Minimize conflicts between recreational, commercial, and ocean-going freight vessels.*

The operation of the project would benefit navigation, as raising the roadway would accommodate present and anticipated navigational needs by increasing the vertical clearance of the channel by increasing the vertical clearance under the Bayonne Bridge. The horizontal clearance would remain the same. No in-water elements would be constructed as part of the project, with the exception of a new stormwater outfall from the shoreline in New Jersey. Potential impacts could include the temporary mooring of construction barges in the Kill Van Kull navigational channel. During construction, barges would be used to lower the existing road deck of the main span during demolition. Any limited,

temporary closures required during construction would be closely coordinated with the United States Coast Guard (USCG) and follow acceptable protocol. Impacts from sediment re-suspension are expected to be minor, with no impacts to the navigational channel. Therefore, the proposed project would be consistent with this policy.

*Policy 3.3: Minimize impact of commercial and recreational boating activities on the aquatic environment and surrounding land and water uses.*

As discussed in Chapter 6, "Natural Resources," of the Environmental Assessment (EA), waves generated by larger vessels would not have an impact on channel bank erosion. After project completion, larger vessels translating to fewer transits and tugboats would use the Kill Van Kull to transport international cargo to the marine terminals west of the Bayonne Bridge.

During construction, the project would not result in significant adverse environmental impacts to the aquatic environment, or to surrounding land and water uses. The only project component requiring the use of barges during construction is the lowering of the main span existing road deck during demolition. A new stormwater outfall constructed on the New Jersey side of the Kill Van Kull would be the only in-water work required. Therefore, the project would be consistent with this policy.

**Policy 4:** Protect and restore the quality and function of ecological systems within the New York City coastal area.

*Policy 4.2: Protect and restore tidal and freshwater wetlands.*

As discussed in Chapter 6, "Natural Resources," of the EA, no federal jurisdictional wetlands are present within the study area in New York. Wetlands identified in Staten Island are considered Waters of the United States (WOUS). The New York State Department of Environmental Conservation (NYSDEC) has mapped the open water portions of the Kill Van Kull as littoral zone (LZ). The LZ encompasses "all lands under tidal waters which are not included in any other category. There shall be no LZ under waters deeper than six feet at mean low water [MLW]." Although LZ wetlands are mapped for all of the open water of the Kill Van Kull within the study area, bathymetry data show that LZ is primarily restricted to a cove area along the western shoreline within the study area.

NYSDEC-approved Stormwater Pollution Prevention Plans (SWPPPs) and Erosion and Sediment Control (ESC) plans would implement measures (e.g., silt fencing, straw bale dikes) to protect adjacent wetlands outside of the area of disturbance and surface waters of the Kill Van Kull from stormwater runoff during construction. Therefore, the construction of the project would not result in any long-term impacts to wetlands of the region, and the project would be consistent with this policy.

*Policy 4.3: Protect vulnerable plant, fish and wildlife species, and rare ecological communities. Design and develop land and water uses to maximize their integration or compatibility with the identified ecological community.*

New York State-listed endangered willow oak (*Quercus phellos*) trees are present near the construction work zone on Staten Island. Measures would be implemented to avoid impacts to this species during construction, as discussed in Chapter 16, "Construction Effects" of the EA. However, should these trees be impacted during construction, then any potential long-term adverse impacts to this species would be coordinated with New York Natural Heritage Program (NYNHP) and New York City Department of Parks and Recreation (NYCDPR), and measures to avoid a significant adverse ecological impact, such as planting willow oak trees during the construction of the project, would be developed in consultation with these agencies. With these measures in place, there would be no adverse impacts to the willow oak during the long-term operation of the project.

With the exception of the peregrine falcon and osprey, the threatened, endangered, or special concern species listed in Chapter 6, "Natural Resources," of the EA would not be expected to occur within the

study area due to the lack of appropriate habitat. Because operation of the project is not expected to increase disturbance levels above what is generated by the existing bridge and approach roadways, neither the peregrine falcon nor osprey would be impacted by the operation of the project. Both species would have the potential to occur in the study area with the same likelihood as at present.

As stated above, the peregrine falcon is known to nest on the Bayonne Bridge. The nesting season of peregrine falcons in New York City is generally from February through August. The timing of the construction would be performed in consultation with NYSDEC, NYCDEP, NJDEP, and USFWS wildlife biologists to protect (i.e., avoid nests during construction or relocation of nests/nesting platforms during construction) peregrine falcons during construction. The same procedure would be implemented should wildlife biologists determine that osprey use the bridge and the nearby platform for nesting. As such, if the falcon and osprey are determined to use the study area for nesting, it is expected that they would relocate to the bridge/nesting platforms during the long-term operation of the project. Therefore, there would be no adverse impact to peregrine falcons and osprey due to the long-term operation of the project.

Therefore, the project would be consistent with this policy.

*Policy 4.4: Maintain and protect living aquatic resources.*

The widening of the roadway would increase the area of overwater coverage and the associated shading of aquatic habitat within the project site. However, given the changing daily and seasonal angles of solar illumination, light would be expected to reach the water under these structures during substantial portions of the day, reducing potential impacts to aquatic biota due to shading. Additionally, the generally high turbidities on the Kill Van Kull would limit any effect of the additional shading to the first few feet of the water column—benthic communities would be relatively unaffected by the increase in shaded habitat. Lastly, because the tidal currents under the bridge(s) are strong and the bridge structure(s) would be comparatively narrow, plankton would be expected to move through the project site quickly and would not be expected to be adversely impacted by shading from the project. The proposed height and width of the proposed bridge would not result in adverse shading impacts to aquatic biota during the long-term operation of the project.

Overall, noise resulting from the long-term operation of the project would not be expected to have any adverse impacts on the fish community. It is expected that the larger vessels would not result in a significant increase in underwater noise levels in the future with the project, as discussed in Chapter 6, "Natural Resources" of the EA.

As discussed in Policy 5, stormwater management measures would be implemented in the project and would not be expected to result in adverse impacts on aquatic biota during operation. The project would not result in significant adverse impacts to aquatic biota within the project site. Therefore, the project would be consistent with this policy.

**Policy 5:** Protect and improve water quality in the New York City coastal area.

*Policy 5.1: Manage direct or indirect discharges to waterbodies.*

The project would not involve construction within the Kill Van Kull, with the exception of a new stormwater outfall from the shoreline in New Jersey. During upland construction activities, measures (e.g., silt fences and straw bale dikes) to reduce stormwater runoff to the Kill Van Kull would be implemented in accordance with the SWPPP and ESC plans. Implementation of these measures would minimize the potential for stormwater runoff from upland construction areas to adversely affect water quality of the Kill Van Kull or wetlands within the potential staging area. As stated below, where dewatering is required, it is possible that the water would require treatment prior to its discharge to surface water or sewers. Prior to any such discharge, the water would be tested and the discharge would only be conducted in accordance with applicable requirements of the New York State Pollutant Discharge

Elimination System (NY SPDES) and USACE permits. Therefore, with these measures in place, stormwater runoff and dewatering discharges during construction would not result in adverse impacts to wetlands, water quality, or aquatic biota of the Kill Van Kull.

The drainage improvements proposed as part of the project would eliminate the direct stormwater discharge from the bridge travel roadway to the Kill Van Kull and would incorporate detention with controlled release rates to the existing conveyance systems. Within New York on the bridge roadway and approach spans, stormwater would be captured, detained, and released through above ground detention ponds to NYCDEP's combined sewer system. These drainage improvements would eliminate direct discharge of stormwater runoff from the bridge travel roadway to the Kill Van Kull. The water quality improvements would provide an 80 percent reduction in total suspended solids (TSS) and 40 percent reduction of total pollutant (TP) loading that is currently discharged to the Kill Van Kull. The implementation of water quality treatment measures would result in improvements in the Kill Van Kull to water quality. Thus, with these measures in place, there would be water quality improvements in the Kill Van Kull during the long-term operation of the project. In fact, over the long term, the project would result in an overall benefit with respect to the policy.

*Policy 5.2: Protect the quality of New York City's waters by managing activities that generate non-point source pollution.*

Erosion and sediment control measures that comply with the "New York Standards and Specifications for Erosion and Sediment Control" such as straw bales, silt fencing, vegetative covers, and slope stabilization would be used on site to reduce the impacts of erosion and sediment on the water quality of the Kill Van Kull. Furthermore, construction of the project would comply with any conditions set forth in USCG, USACE, NYSDEC, and NYCDEP permits to protect water quality. Therefore, the project would be consistent with this policy.

*Policy 5.3: Protect water quality when excavating or placing fill in navigable waters and in or near marshes, estuaries, tidal marshes or wetlands.*

The project would not involve excavation or placement of fill in navigable waters of the Kill Van Kull in New York. In addition, as discussed in Policy 4.2, no federal jurisdictional wetlands are within the study area in New York and LZ is primarily restricted to a cove area along the western shoreline within the study area. Erosion and sediment control measures implemented during upland construction activities (i.e., straw bales, silt fencing, vegetative covers and slope stabilization) would minimize the potential for water quality impacts. Therefore, the project would be consistent with this policy.

*Policy 5.4: Protect the quality and quantity of groundwater, streams, and the sources of water for wetlands.*

Dewatering of groundwater would most likely be required in specific locations, including the approach structure piers. Where dewatering is required, it is possible that the water would require treatment prior to its discharge into surface water or existing sewers. Prior to any such discharge, the water would be tested. Discharge of water would be conducted in accordance with applicable requirements, including state and local requirements for sewer discharge. Therefore, the project would be consistent with this policy.

**Policy 6:** Minimize the loss of life, structures, and natural resources caused by flooding and erosion.

*Policy 6.1: Minimize losses from flooding and erosion by employing non-structural and structural management measures appropriate to the condition and use of the property to be protected and the surrounding area.*

The project would require the construction of bridge approach footings within the 100-year and 500-year floodplains in both New York. Some of the existing approach footings would be demolished and new footings would be installed and spaced further apart than the existing footings. As discussed in Chapter 6, "Natural Resources", of the EA, in the 100-year floodplain there would be a net increase of 0.12 acres of

impervious surfaces, and in the 500-year floodplain there would be a net increase of approximately 0.05 acres of additional impervious surface area that would be added through the construction of the new approach piers. The floodplain within, and adjacent to, the study area is affected by coastal flooding and would not be affected by construction or regrading/filling of the floodplain as would occur within a riverine floodplain. The construction and operation of the project would not adversely affect the hydrology of the floodplain or exacerbate flooding conditions within the project site or its immediate vicinity. No structural erosion management measures are required. Therefore, the project would be consistent with this policy.

**Policy 7:** Minimize environmental degradation from solid waste and hazardous substances.

*Policy 7.1: Manage solid waste material, hazardous wastes, toxic pollutants, and substances hazardous to the environment to protect public health, control pollution and prevent degradation of coastal ecosystems.*

The nature and origin of the fill materials is unknown throughout much of the area where ground disturbance is proposed. Typical historic fill material may contain contaminants, such as metals and polynuclear aromatic hydrocarbons (PAHs).

Therefore, as part of the project, a Construction Health and Safety Plan (CHASP) would be prepared and implemented during the soil disturbing activities. The CHASP would specify procedures for identifying and managing any encountered contaminated soil and/or underground storage tanks (including procedures for stockpiling and off-site transportation and disposal), and appropriate health and safety procedures, including the need for dust suppression. In addition, all materials (including debris) requiring off-site disposal including any containers of oil/chemicals would be removed and disposed of in accordance with applicable regulatory requirements. All debris and excavated soil requiring off-site disposal would be managed in accordance with applicable regulatory requirements, and, as necessary, tested in accordance with the requirements of the intended receiving facility. Transportation of all material leaving the site would be in accordance with applicable requirements covering licensing of haulers and trucks, placarding, truck routes, manifesting, etc. Therefore, the project would be consistent with this policy.

*Policy 7.2: Prevent and remediate discharge of petroleum products.*

See response to Policy 7.1.

*Policy 7.3: Transport solid waste and hazardous substances and site solid and hazardous waste facilities in a manner that minimizes potential degradation of coastal resources.*

See response to Policy 7.1.

**Policy 8:** Provide public access to and along New York City's coastal waters.

*Policy 8.1: Preserve, protect and maintain existing physical, visual, and recreational access to the waterfront.*

The project includes the widening of the bridge span and approaches to accommodate a 12-foot-wide shared-use (bike and walkway) path on the east side of the bridge, as opposed to the existing pedestrian path. Motorists and pedestrians would continue to have panoramic views of both shorelines and of the east and west expanses along the Kill Van Kull with the raised roadway, as well as distant views of the Manhattan skyline. Raising the roadway would not have an adverse visual impact on views to or from the bridge. Therefore, the project would be consistent with this policy.

*Policy 8.2: Incorporate public access into new public and private development where compatible with proposed land use and coastal location.*

See response to Policy 8.1.

*Policy 8.3: Provide visual access to coastal lands, waters, and open space where physically practical.*

Raising the roadway would not have an adverse visual impact on views from the bridge. Residents on nearby streets who currently have no view of the ramp approaches may have a view of the new, elevated ramp approaches. However, the elevated ramp approaches would not obstruct views of visual and aesthetic resources in the study area for these residents, such as the Kill Van Kull, parks or green space, or the Bayonne Bridge. Therefore, there would be no significant adverse visual impacts on these residents, and the project would be consistent with this policy.

*Policy 8.4: Preserve and develop waterfront open space and recreation on publicly owned land at suitable locations.*

See response to Policy 8.1.

*Policy 8.5: Preserve the public interest in and use of lands and waters held in public trust by the state and city.*

The existing Bayonne Bridge, and the land on which it is constructed, is owned and maintained by PANYNJ. All project activities would occur on PANYNJ lands with the exception of aerial easements over public streets.

Therefore, the project would be consistent with this policy.

**Policy 9:** Protect scenic resources that contribute to the visual quality of the New York City coastal area.

*Policy 9.1: Protect and improve visual quality associated with New York City's urban context and the historic and working waterfront.*

See response to Policy 8.1.

**Policy 10:** Protect, preserve, and enhance resources significant to the historical, archaeological, and cultural legacy of the New York City coastal area.

*Policy 10.1 Retain and preserve designated historic resources and enhance resources significant to the coastal culture of New York City.*

The Bayonne Bridge is eligible for listing on the National Register of Historic Places. The project would require the demolition of the bridge's existing road deck and construction of a new road deck at a higher elevation, while preserving the historic bridge's arch structure. The proposed changes to the bridge would constitute an Adverse Effect to this historic bridge under Section 106 of the National Historic Preservation Act of 1966 (NHPA). USCG has participated in the Section 106 of the NHPA process with the New York State Historic Preservation Officer (NYSHPO) and New Jersey Historic Preservation Office (NJHPO), in addition to other consulting parties.

As part of this process, measures were developed to avoid or minimize to the extent practicable any adverse effects to architectural resources. Development of these mitigation measures is set forth in a draft Memorandum of Agreement (MOA), to be executed by the USCG, PANYNJ, NJHPO, and NYSHPO (see Appendix B). The following mitigation measures would be taken: Unanticipated Archaeological Discovery Program; Documentation and Curation; Historic American Engineering Record (HAER) documentation of the bridge; produce educational materials for use by local libraries, historical societies, and educational institutions; and signage and exhibits that inform the public of the history of the bridge; and a re-dedication ceremony. A construction protection plan would be prepared to avoid or minimize adverse effects during construction on the following historic properties in New York: the historic main arch span of the Bayonne Bridge and a portion of the St. Mary's of the Assumption Church Cemetery. In addition, PANYNJ and USCG will identify Vessel 36 by vessel navigation GPS in the Proposed Project records and bid documents. USCG will coordinate navigation in the channel of the Kill Van Kull with the USACE.

Therefore, this project is in compliance with this policy.

December 4, 2012

Michael Marrella, Director of Waterfront and Open Space
New York Department of City Planning
22 Reade Street 6E
New York, NY 10007

**Re: The Port Authority of New York and New Jersey (PANYNJ), Bayonne Bridge Navigational Clearance Program, Coastal Zone Program Consistency Review**

Dear Mr. Marrella

The Port Authority of New York and New Jersey (PANYNJ) proposes to rehabilitate the Bayonne Bridge over the Kill Van Kull and associated roads and ramps of the NY-440/NJ-440 corridor from Dixon Avenue in Staten Island, New York to Humphrey's Avenue in Bayonne, New Jersey (proposed project). Currently, the clearance of the Bayonne Bridge restricts the height of ships that can traverse the Kill Van Kull between the Atlantic Ocean and the Howland Hook Marine Terminal and Port Newark-Elizabeth Marine Terminal. The purpose of the proposed project is to provide for vertical and horizontal clearance of the Bayonne Bridge to accommodate Post-Panamax vessels, to ensure the long-term vitality of the Port of New York and New Jersey and to meet current roadway design and safety standards while minimizing adverse impacts on the built and natural environment.

The proposed project would require the demolition of the bridge's existing road deck, construction of a new road deck at a higher elevation, and altering the existing bridge span over the Kill Van Kull and the bridge's north and south approaches. Specifically, the proposed project would involve the following:

- The height of the bottom of steel on the bridge deck (i.e. the vertical clearance above Mean High Water) would increase from the existing 151 feet high to a maximum of 215 feet high.
- The width of the bridge span's road way would be increased from 40 to 70 feet wide, plus a 12-foot-wide shared walkway and bike path. The 70-foot-wide road deck would consist of four travel lanes (two lanes in each direction) with partial shoulders the entire length. The overall width of the arch and main span road deck would be approximately 90 feet wide.
- The bridge's approach roadways would be raised by constructing new piers to accommodate for the new height of the bridge. However, the existing in water bridge piers would be reused to support portions of the new bridge.
- The bridge's approach roadways would be widened from the existing 50 feet wide (including a six-foot-wide walkway) to 90 feet wide (including a 12-foot-wide walkway and bike path).

Attached you will find the city, state, and federal coastal assessment forms and a corresponding project location map (Figure 1). The questions on the forms have been answered as they pertain to the New York portion of the project, in which there would be no in-water work. Please note that the project would include an outfall to the Kill Van Kull from the New Jersey shoreline, which would be conducted in accordance with all applicable local, state, and federal regulations. Based on a review of the New York City Waterfront Revitalization Program's (WRP) coastal policies, we have concluded that the proposed project is consistent with these policies (see attachment). With this letter, I am requesting a coastal zone consistency concurrence from the New York City Department of City Planning for the proposed project.

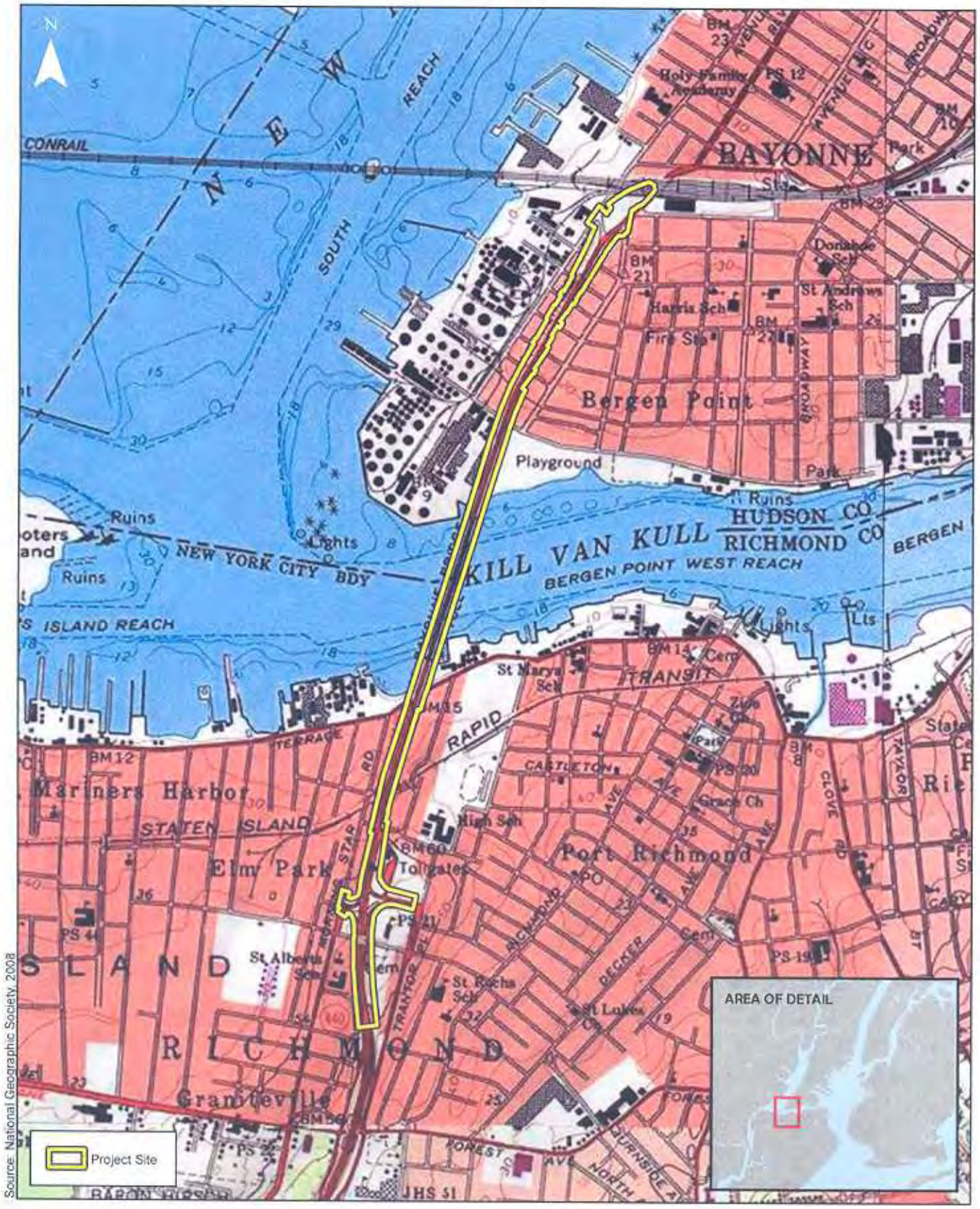
Please feel free to contact me at (201) 395-3940 or by email at jpapageorgis@panynj.gov if you should have any questions regarding this information request.

Sincerely,

Joann Papageorgis
Program Director
Bayonne Bridge Navigational Clearance Program

cc: Jeffrey Zappieri, New York State Department of State

Garry Kassof, United States Coast Guard




Approximate coordinates of Project Site:
40° 38' 29" N, 74° 8' 33" W

0 1,500 3,000 Feet

**BAYONNE BRIDGE** BPA

**USGS 7.5 Minute Topographic Map - Elizabeth Quad**
Figure 1

NEW YORK STATE DEPARTMENT OF STATE
COASTAL MANAGEMENT PROGRAM

Federal Consistency Assessment Form

An applicant, seeking a permit, license, waiver, certification, or similar type of approval from a federal agency which is subject to the New York State Coastal Management Program (CMP), shall complete this assessment form for any proposed activity that will occur within and/or directly affect the State's Coastal Area. This form is intended to assist an applicant in certifying that the proposed activity is consistent with New York State's CMP as required by U.S. Department of Commerce regulations (15 CFR 930.57). It should be completed at the time when the federal application is prepared. The Department of State will use the completed form and accompanying information in its review of the applicant's certification of consistency.

A. APPLICANT

1. Name: **Joann Papageorgis, Port Authority of New York and New Jersey**
(please print)

2. Address: **2 Montgomery Street, 4th Floor, Jersey City NJ 07302**

3. Telephone: **201-395-3940**

B. PROPOSED ACTIVITY

1. Brief description of activity:
**The project for the Replacement of Main Span Roadway and Approach Structures of the Bayonne Bridge will include the following elements:**
   - **An increase to 215 feet of vertical clearance above Mean High Water would meet the height requirements for most Post-Panamax vessels.**
   - **The width of the bridge's main span roadway would be increased from approximately 40 to 70 feet. The deck would consist of four, 12-foot travel lanes (two lanes in each direction), a 6'-8" median with a barrier, and outside shoulders including a safety wall.**
   - **A 12-foot-wide, shared-use (pedestrian and bicycle) path would be provided along the east side of the northbound lanes along the outside of the arch. The total width of the bridge deck, including a shared use path and the arch structure, would be 98'-6". The shared-use path would be continuous from at grade in New York and New Jersey, a length of approximately 7,000 feet.**
   - **The project would increase the grade of the approach spans to a 4.85% slope in New Jersey and a 5.0% slope in New York to meet the higher road deck of the bridge. The approach roadways would be widened from 50 feet to 90 feet to allow for the upgrade to current roadway design standards. Acceleration and deceleration lanes would be located at the landings in Bayonne and Staten Island thereby creating a total maximum width of approximately 115 feet.**
   - **The existing approach roadway piers would be demolished below existing ground and new ones built supporting the approach roadway at the new higher elevation.**

2. Purpose of activity
**The purpose of the project is to construct a new roadway of the Bayonne Bridge over the Kill Van Kull, resulting in increased navigational clearance from 151 feet to up to 215 feet. In addition, the project would improve substandard traffic features and upgrade the bridge to current seismic and structural codes.**

3. Location of activity

| Staten Island | New York City | Kill Van Kull |
|---|---|---|
| County | City, Town, or Village | Street or Site Description |

4. Type of federal permit/license required: **United States Army Corps of Engineers (USACE) Nationwide Permit 15; United States Coast Guard (USCG) Bridge Permit**

5. Federal application number, if known: **N/A**

6. If a state permit/license was issued or is required for the proposed activity, identify the state agency and provide the: **New York State Department of Environmental Conservation (NYSDEC)**

application number, if known: **SPDES (6 NYCRR 750) Permit No. GP-0-10-001**

C. COASTAL ASSESSMENT Check either "YES" or "NO" for each of the following questions. The numbers following each question refer to the policies described in the CMP document (see footnote on page 2) which may be affected by the proposed activity.

1. Will the proposed activity result in any of the following:

| | YES | NO |
|---|---|---|
| (a) Large physical change to a site within the coastal area which will require the preparation of an environmental impact statement? (11, 22, 25, 32, 37, 38, 41, 43) *An environmental assessment (EA) is being prepared pursuant to NEPA. | | X* |
| (b) Physical alteration of more than two acres of land along the shoreline, land under water or coastal waters? (2, 11, 12, 20, 28, 35, 44) | X | |
| (c) Revitalization/redevelopment of a deteriorated or underutilized waterfront site? (1) | | X |
| (d) Reduction of existing or potential public access to or along coastal waters? (19, 20) | | X |
| (e) Adverse effect upon the commercial or recreational use of coastal fish resources? (9, 10) | | X |
| (f) Siting of a facility essential to the exploration, development, and production of energy resources in coastal waters or on the Outer Continental Shelf? (29) | | X |
| (g) Siting of a facility essential to the generation or transmission of energy? (27) | | X |
| (h) Mining, excavation, or dredging activities, or the placement of dredged or fill material in coastal waters? (15, 35) | | X |
| (i) Discharge of toxics, hazardous substances, or other pollutants into coastal waters? (8, 15, 35) | | X |
| (j) Draining of stormwater runoff or sewer overflows into coastal waters? (33) | | X |
| (k) Transport, storage, treatment, or disposal of solid wastes or hazardous materials? (36,39) | X | |
| (l) Adverse effect upon land or water uses within the State's small harbors? (4) | | X |

2. Will the proposed activity affect, or be located in, on, or adjacent to any of the following:

| | | |
|---|---|---|
| (a) State designated freshwater or tidal wetland? (44) | | X |
| (b) Federally designated flood and/or state designated erosion hazard area? (11, 12, 17) | X | |
| (c) State designated significant fish and/or wildlife habitat? (7) | | X |
| (d) State designated significant scenic resource or area? (24) | | X |
| (e) State designated important agricultural lands? (26) | | X |
| (f) Beach, dune, or barrier island? (12) | | X |
| (g) Major ports of Albany, Buffalo, Ogdensburg, Oswego, or New York? (3) | X | |
| (h) State, county, or local park? (19, 20) | | X |
| (i) Historic resource listed on the National or State Register of Historic Places? (23) | X | |

3. Will the proposed activity require any of the following:

| | | |
|---|---|---|
| (a) Waterfront site? (2, 21, 22) | X | |
| (b) Provision of new public services or infrastructure in undeveloped or sparsely populated sections of the coastal area? (5) | | X |
| (c) Constriction or reconstruction of a flood or erosion control structure? (13, 14, 16) | | X |
| (d) State water quality permit or certification? (30, 38, 40) | | X |
| (e) State air quality permit or certification? (41, 43) | | X |

4. Will the proposed activity occur within and/or affect an area covered by a State approved local waterfront revitalization program? (see policies in local program document) X

D. ADDITIONAL STEPS

1. If all of the questions in Section C are answered "NO", then the applicant or agency shall complete Section E and submit the documentation required by Section F.

2. If any of the questions in Section C are answered "YES", then the applicant or agent is advised to consult the CMP, or where appropriate, the local waterfront revitalization program document.* The proposed activity must be analyzed in more detail with respect to the applicable state of local coastal policies. In the space provided below or on a separate Page(s), the applicant or agent shall: (a) identify, by their policy numbers, which coastal policies are affected by the activity, (b) briefly assess the effects of the activity upon the policy, and (c) state how the activity is consistent with each policy. Following the completion of this written assessment, the applicant or agency shall complete Section E and submit the documentation required by Section F.

**Please see the attached discussion of consistency of the proposed project with the New York City Waterfront Revitalization Program.**

E. CERTIFICATION

The applicant or agent must certify that the proposed activity is consistent with the State's CMP or the approved local waterfront revitalization program, as appropriate. If this certification cannot be made, the proposed activity shall not be undertaken. If this certification can be made, complete this Section.

"The proposed activity complies with New York State's approved Coastal Management Program, or with the applicable approved local waterfront revitalization program, and will be conducted in a manner consistent with such program."

Applicant/Agent's Name: Joann Papageorgis

Address: 2 Montgomery Street, 4th Floor Jersey City, NJ 07302

Telephone: Area Code 201-395-3956

Applicant/Agent's Signature: JPapageorgis Date: 12/4/12

F. SUBMISSION REQUIREMENTS

1. The applicant or agent shall submit the following documents to the New York State Department of State, Office of Coastal, Local Government and Community Sustainability, Attn: Consistency Review Unit, 1 Commerce Plaza, 99 Washington Avenue - Suite 1010, Albany, New York 12231

   a. Copy of original signed form.
   b. Copy of the completed federal agency application.
   c. Other available information which would support the certification of consistency.

2. The applicant or agent shall also submit a copy of this completed form along with his/her application to the federal agency.

3. If there are any questions regarding the submission of this form, contact the Department of State at (518) 474-6000

* These state and local documents are available for inspection at the offices of many federal agencies, Department of Environmental Conservation and Department of State regional offices, and the appropriate regional and county planning agencies. Local program documents are also available for inspection at the offices of the appropriate local government.

NEW YORK STATE DEPARTMENT OF STATE
COASTAL MANAGEMENT PROGRAM

Coastal Assessment Form

A. INSTRUCTIONS (Please print or type all answers)

1. State agencies shall complete this CAF for proposed actions which are subject to Part 600 of Title 19 of the NYCRR. This assessment is intended to supplement other information used by a state agency in making a determination of significance pursuant to the State Environmental Quality Review Act (see 6 NYCRR, Part 617). If it is determined that a proposed action will not have a significant effect on the environment, this assessment is intended to assist a state agency in complying with the certification requirements of 19 NYCRR Section 600.4.

2. If any question in Section C on this form is answered "yes," then the proposed action may affect the achievement of the coastal policies contained in Article 42 of the Executive Law. Thus, the action should be analyzed in more detail and, if necessary, modified prior to either (a) making a certification of consistency pursuant to 19 NYCRR Part 600 or, (b) making the findings required under SEQR, 6 NYCRR, Section 617.11, if the action is one for which an environmental impact statement is being prepared. If an action cannot be certified as consistent with the coastal policies, it shall not be undertaken.

3. Before answering the questions in Section C, the preparer of this form should review the coastal policies contained in 19 NYCRR Section 600.5. A proposed action should be evaluated as to its significant beneficial and adverse effects upon the coastal area.

B. DESCRIPTION OF PROPOSED ACTION

1. Type of state agency action (check appropriate response):
   (a) Directly undertaken (e.g. capital construction, planning activity, agency regulation, land transaction)
   (b) Financial assistance (e.g. grant, loan, subsidy)
   (c) ✓ Permit, license, certification

2. Describe nature and extent of action:

**The project for the Replacement of Main Span Roadway and Approach Structures of the Bayonne Bridge will include the following elements:**

- **An increase to 215 feet of vertical clearance above Mean High Water would meet the height requirements for most Post-Panamax vessels.**
- **The width of the bridge's main span roadway would be increased from approximately 40 to 70 feet. The deck would consist of four, 12-foot travel lanes (two lanes in each direction), a 6'-8" median with a barrier, and outside shoulders including a safety wall.**
- **A 12-foot-wide, shared-use (pedestrian and bicycle) path would be provided along the east side of the northbound lanes along the outside of the arch. The total width of the bridge deck, including a shared use path and the arch structure, would be 98'-6". The shared-use path would be continuous from at grade in New York and New Jersey, a length of approximately 7,000 feet.**
- **The project would increase the grade of the approach spans to a 4.85% slope in New Jersey and a 5.0% slope in New York to meet the higher road deck of the bridge. The approach roadways would be widened from 50 feet to 90 feet to allow for the upgrade to current roadway design standards. Acceleration and deceleration lanes would be located at the landings in Bayonne and Staten Island thereby creating a total maximum width of approximately 115 feet.**
- **The existing approach roadway piers would be demolished below existing ground and new ones built supporting the approach roadway at the new higher elevation.**

3. Location of action:

| Staten Island | New York City | Kill Van Kull |
|---|---|---|
| County | City, Town or Village | Street or Site Description |

4. If an application for the proposed action has been filed with the state agency, the following information shall be provided:

(a) Name of applicant: **Joann Papageorgis, Port Authority of New York and New Jersey**

(b) Mailing address: **2 Montgomery Street, 4th Floor Jersey City, NJ 07302**

(c) Telephone Number: Area Code **201-395-3940**

(d) State agency application number:

5. Will the action be directly undertaken, require funding, or approval by a federal agency?
Yes ✓ No If yes, which federal agency? **USCG**

C. COASTAL ASSESSMENT (Check either "YES" or "NO" for each of the following questions)

1. Will the proposed activity be located in, or contiguous to, or have a significant effect upon any of the resource areas identified on the coastal area map:

| | | YES | NO |
|---|---|---|---|
| (a) | Significant fish or wildlife habitats? | | ✓ |
| (b) | Scenic resources of statewide significance? | | ✓ |
| (c) | Important agricultural lands? | | ✓ |

2. Will the proposed activity have a significant effect upon:

| | | | |
|---|---|---|---|
| (a) | Commercial or recreational use of fish and wildlife resources? | | ✓ |
| (b) | Scenic quality of the coastal environment? | | ✓ |
| (c) | Development of future, or existing water dependent uses? | | ✓ |
| (d) | Operation of the State's major ports? | | ✓ |
| (e) | Land and water uses within the State's small harbors? | | ✓ |
| (f) | Existing or potential public recreation opportunities? | | ✓ |
| (g) | Structures, sites or districts of historic, archeological or cultural significance to the State or nation? | | ✓ |

3. Will the proposed activity involve or result in any of the following:

| | | | |
|---|---|---|---|
| (a) | Physical alteration of two (2) acres or more of land along the shoreline, land under water or coastal waters? | ✓ | |
| (b) | Physical alteration of five (5) acres or more of land located elsewhere in the coastal area | | ✓ |
| (c) | Expansion of existing public services of infrastructure in undeveloped or low density areas of the coastal area? | | ✓ |
| (d) | Energy facility not subject to Article VII or VIII of the Public Service Law? | | ✓ |
| (e) | Mining, excavation, filling or dredging in coastal waters? | | ✓ |
| (f) | Reduction of existing or potential public access to or along the shore? | | ✓ |
| (g) | Sale or change in use of state-owned lands located on the shoreline or under water? | ✓ | |
| (h) | Development within a designated flood or erosion hazard area? | ✓ | |
| (i) | Development on a beach, dune, barrier island or other natural feature that provides protection against flooding or erosion? | | ✓ |

| | | |
|---|---|---|
| 4. Will the proposed action be located in or have a significant effect upon an area included in an approved Local Waterfront Revitalization Program? | ✓ | |

D. SUBMISSION REQUIREMENTS

If any question in Section C is answered "Yes", AND either of the following two conditions is met:

Section B.1(a) or B.1(b) is checked; or
Section B.1(c) is checked AND B.5 is answered "Yes",

THEN one copy of the Completed Coastal Assessment Form shall be submitted to:

New York State Department of State
Office of Coastal, Local Government and Community Sustainability
One Commerce Plaza
99 Washington Avenue, Suite 1010
Albany, New York 12231-000

If assistance of further information is needed to complete this form, please call the Department of State at (518) 474-6000.

E. REMARKS OR ADDITIONAL INFORMATION

Preparer's Name: Joann Papageorgis
(Please print)

Title: Program Director Agency: Port Authority of New York and New Jersey

Telephone Number: 201-395-3940 Date: December 4, 2012

| For Internal Use Only: | WRP no. |
|---|---|
| Date Received: | DOS no. |

# NEW YORK CITY WATERFRONT REVITALIZATION PROGRAM
## Consistency Assessment Form

Proposed action subject to CEQR, ULURP, or other Local, State or Federal Agency Discretionary Actions that are situated within New York City's designated Coastal Zone Boundary must be reviewed and assessed for their consistency with the *New York City Waterfront Revitalization Program (WRP)*. The WRP was adopted as a 197-a Plan by the Council of the City of New York on October 13, 1999, and approved in coordination with local, state and Federal laws and regulations, including the State's Coastal Management Program (Executive Law, Article 42) and the Federal Coastal Zone Management Act of 1972 (P.L. 92-583). As a result of these approvals, state and federal discretionary actions within the city's coastal zone must be consistent to the maximum extent practicable with the WRP policies and the city must be given the opportunity to comment on all state and federal projects within its coastal zone.

This form is intended to assist an applicant in certifying that the proposed activity is consistent with the WRP. It should be completed when the local, state, or federal application is prepared. The completed form and accompanying information will be used by the New York State Department of State, other State Agency or the New York City Department of City Planning in its review of the applicant's certification of consistency.

## A. APPLICANT

1. Name: **Joann Papageorgis, Port Authority of New York and New Jersey**

   Address: **2 Montgomery Street, 4th Floor Jersey City, NJ 07302**

3. Telephone: **201-395-3940** Fax: **201-395-7410**

   E-mail Address: **jpapageorgis@panynj.gov**

4. Project site owner: **Port Authority of New York and New Jersey**

## B. PROPOSED ACTIVITY

1. **The project for the Replacement of Main Span Roadway and Approach Structures of the Bayonne Bridge will include the following elements:**
   - **An increase to 215 feet of vertical clearance above Mean High Water would meet the height requirements for most Post-Panamax vessels.**
   - **The width of the bridge's main span roadway would be increased from approximately 40 to 70 feet. The deck would consist of four, 12-foot travel lanes (two lanes in each direction), a 6'-8" median with a barrier, and outside shoulders including a safety wall.**
   - **A 12-foot-wide, shared-use (pedestrian and bicycle) path would be provided along the east side of the northbound lanes along the outside of the arch. The total width of the bridge deck, including a shared use path and the arch structure, would be 98'-6". The shared-use path would be continuous from at grade in New York and New Jersey, a length of approximately 7,000 feet.**
   - **The project would increase the grade of the approach spans to a 4.85% slope in New Jersey and a 5.0% slope in New York to meet the higher road deck of the bridge. The approach roadways would be widened from 50 feet to 90 feet to allow for the upgrade to current roadway design standards. Acceleration and deceleration lanes would be located at the landings in Bayonne and Staten Island thereby creating a total maximum width of approximately 115 feet.**
   - **The existing approach roadway piers would be demolished below existing ground and new ones built supporting the approach roadway at the new higher elevation.**

2. Purpose of activity: **The purpose of the project is to construct a new roadway of the Bayonne Bridge over the Kill Van Kull, resulting in increased navigational clearance from 151 feet to up to 215 feet. In addition, the project would improve substandard traffic features and upgrade the bridge to current seismic and structural codes.**

3. Location of activity: **Bayonne Bridge over the Kill Van Kull** Borough: **Staten Island**

Street Address or Site Description: **Bayonne Bridge over the Kill Van Kull, connecting Staten Island, New York to Bayonne, New Jersey. The latitude of the project site is 40° 38′ 31.36″ N and the longitude is 74° 8′ 31.07″ W.**

4. If a federal or state permit or license was issued or is required for the proposed activity, identify the permit type(s), the authorizing agency and provide the application or permit number(s), if known:

   **U.S. Army Corps of Engineers (USACE) – Nationwide Permit 15;**

   **United States Coast Guard (USCG) Bridge Permit;**

   **New York State Department of Environmental Conservation (NYSDEC) – NYS SPDES (6 NYCRR 750) - General Permit for Stormwater Discharges from Construction Activity - Permit No. GP-0-10-001**

5. Is federal or state funding being used to finance the project? If so, please identify the funding source(s).

   **Not Applicable.**

| | | Yes | No |
|---|---|---|---|
| 6. | Will the proposed project result in any large physical change to a site within the coastal area that will require the preparation of an environmental impact statement? | | |
| | If yes, identify Lead Agency: | | X* |

*An environmental assessment (EA) is being prepared pursuant to NEPA.

7. Identify City discretionary actions, such as zoning amendment or adoption of an urban renewal plan, required for the proposed project.

   **None required.**

## C. COASTAL ASSESSMENT

The following questions represent, in a broad sense, the policy of the WRP. The number in the parentheses after each question indicated the policy or policies that are the focus of the question. A detailed explanation of the Waterfront Revitalization Program and its policies are contained in the publication the *New York City Waterfront Revitalization Program*.

Check either "Yes" or "No" for each of the following questions. Once the checklist is completed, assess how the proposed project affects the policy or standards indicated in "( )" after each question with a Yes response. Explain how the action is consistent with the goals of the policy or standard.

| **Location Questions:** | | Yes | No |
|---|---|---|---|
| 1. | Is the project site on the waterfront or at the water's edge? | X | |
| 2. | Does the proposed project require a waterfront site? | X | |
| 3. | Would the action result in a physical alteration to a waterfront site, including land along the shoreline, land underwater, or coastal waters? | X | |

| **Policy Questions:** | | Yes | No |
|---|---|---|---|
| | The following questions represent, in a broad sense, the policies of the WRP. Numbers in parentheses after each questions indicate the policy or policies addressed by the question. The new Waterfront Revitalization Program offers detailed explanations of the policies, including criteria for consistency determinations.<br>Check either "Yes" or "No" for each of the following questions. For all "yes" responses, provide an attachment assessing the effects of the proposed activity on the relevant policies or standards. Explain how the action would be consistent with the goals of those policies and standards. | | |
| 4. | Will the proposed project result in revitalization or redevelopment of a deteriorated or under- used waterfront site? (1) | | X |

| | | | |
|---|---|---|---|
| 5. | Is the project site appropriate for residential or commercial redevelopment? (1.1) | | X |
| 6. | Will the action result in a change in scale or character of a neighborhood? (1.2) | | X |
| 7. | Will the proposed activity require provision of new public services or infrastructure in undeveloped or sparsely populated sections of the coastal area? (1.3) | | X |
| 8. | Is the action located in one of the designated Significant Maritime and Industrial Areas (SMIA): South Brooklyn, Newtown Creek, Brooklyn Navy Yard, Red Hook, Sunset Park, or Staten Island? (2) | X | |
| 9. | Are there any waterfront structures, such as piers, docks, bulkheads or wharves, located on the project sites? (2) | X | |
| 10. | Would the action involve the siting or construction of a facility essential to the generation or transmission of energy, or a natural gas facility, or would it develop new energy resources? (2.1) | | X |
| 11. | Does the action involve the siting of a working waterfront use outside of a SMIA? (2.2) | | X |
| 12. | Does the proposed project involve infrastructure improvement, such as construction or repair of piers, docks, or bulkheads? (2.3, 3.2) | | X |
| 13. | Would the action involve mining, dredging, or dredge disposal, or placement of dredged or fill materials in coastal waters? (2.3, 3.1, 4, 5.3, 6.3) | | X |
| 14. | Would the action be located in a commercial or recreational boating center, such as City Island, Sheepshead Bay or Great Kills or an area devoted to water-dependent transportation? (3) | X | |
| 15. | Would the proposed project have an adverse effect upon the land or water uses within a commercial or recreation boating center or water-dependent transportation center? (3.1) | | X |
| 16. | Would the proposed project create any conflicts between commercial and recreational boating? (3.2) | | X |
| 17. | Does the proposed project involve any boating activity that would have an impact on the aquatic environment or surrounding land and water uses? (3.3) | | X |
| 18. | Is the action located in one of the designated Special Natural Waterfront Areas (SNWA): Long Island Sound-Rockaway Inlet, Jamaica Bay, or Northwest Staten Island? (4 and 9.2) | | X |
| 19. | Is the project site in or adjacent to a Significant Coastal Fish and Wildlife Habitats? (4.1) | | X |
| 20. | Is the site located within or adjacent to a Recognized Ecological Complex: South Shore of Staten Island or Riverdale Natural Area District? (4.1and 9.2) | | X |
| 21. | Would the action involve any activity in or near a tidal or freshwater wetland? (4.2) | | X |
| 22. | Does the project site contain a rare ecological community or would the proposed project affect a vulnerable plant, fish, or wildlife species? (4.3) | X | |
| 23. | Would the action have any effects on commercial or recreational use of fish resources? (4.4) | | X |
| 24. | Would the proposed project in any way affect the water quality classification of nearby waters or be unable to be consistent with that classification? (5) | | X |
| 25. | Would the action result in any direct or indirect discharges, including toxins, hazardous substances, or other pollutants, effluent, or waste, into any waterbody? (5.1) | | X |
| 26. | Would the action result in the draining of stormwater runoff or sewer overflows into coastal waters? (5.1) | | X |
| 27. | Will any activity associated with the project generate nonpoint source pollution? (5.2) | | X |

| Policy Questions cont'd: | | Yes | No |
|---|---|---|---|
| 28. | Would the action cause violations of the National or State air quality standards? (5.2) | | X |
| 29. | Would the action result in significant amounts of acid rain precursors (nitrates and sulfates)? (5.2C) | | X |
| 30. | Will the project involve the excavation or placing of fill in or near navigable waters, marshes, estuaries, tidal marshes or other wetlands? (5.3) | | X |
| 31. | Would the proposed action have any effects on surface or ground water supplies? (5.4) | | X |
| 32. | Would the action result in any activities within a Federally designated flood hazard area or State designated erosion hazards area? (6) | X | |
| 33. | Would the action result in any construction activities that would lead to erosion? (6) | | X |
| 34. | Would the action involve construction or reconstruction of flood or erosion control structure? (6.1) | | X |
| 35. | Would the action involve any new or increased activity on or near any beach, dune, barrier island, or bluff? (6.1) | | X |
| 36. | Does the proposed project involve use of public funds for flood prevention or erosion control? (6.2) | | X |
| 37. | Would the proposed project affect a non-renewable source of sand? (6.3) | | X |
| 38. | Would the action result in shipping, handling, or storing of solid wastes; hazardous materials, or other pollutants? (7) | | X |
| 39. | Would the action affect any sites that have been used as landfills? (7.1) | | X |
| 40. | Would the action result in development of a site that may contain contamination or has a history of underground fuel tanks, oil spills, or other form or petroleum product use or storage? (7.2) | | X |
| 41. | Will the proposed activity result in any transport, storage, treatment, or disposal of solid wastes or hazardous materials, or the siting of a solid or hazardous waste facility? (7.3) | X | |
| 42. | Would the action result in a reduction of existing or required access to or along coastal waters, public access areas, or public parks or open spaces? (8) | | X |
| 43. | Will the proposed project affect or be located in, on, or adjacent to any federal, state, or city park or other land in public ownership protected for open space preservation? (8) | | X |
| 44. | Would the action result in the provision of open space without the provision for its maintenance? (8.1) | | X |
| 45. | Would the action result in any development along the shoreline but NOT include new water enhanced or water dependent recreational space? (8.2) | | X |
| 46. | Will the proposed project impede visual access to coastal lands, waters and open space? (8.3) | | X |
| 47. | Does the proposed project involve publically owned or acquired land that could accommodate waterfront open space or recreation? (8.4) | | X |
| 48. | Does the project site involve lands or waters held in public trust by the state or city? (8.5) | X | |

| Policy Questions cont'd: | | Yes | No |
|---|---|---|---|
| 49. | Would the action affect natural or built resources that contribute to the scenic quality of a coastal area? (9) | X | |
| 50. | Does the site currently include elements that degrade the area's scenic quality or block views to the water? (9.1) | | X |
| 51. | Would the proposed action have a significant adverse impact on historic, archeological, or cultural resources? (10) | | X |
| 52. | Will the proposed activity affect or be located in, on, or adjacent to an historic resource listed on the National or State Register of Historic Places, or designated as a landmark by the City of New York? (10) | X | |

## D. CERTIFICATION

The applicant must certify that the proposed activity is consistent with New York City's Waterfront Revitalization Program, pursuant to the New York State Coastal Management Program. If this certification cannot be made, the proposed activity shall not be undertaken. If the certification can be made, complete this section.

"The proposed activity complies with New York State's Coastal Management Program as expressed in New York City's approved Local Waterfront Revitalization Program, pursuant to New York State's Coastal Management Program, and will be conducted in a manner consistent with such program."

Applicant/Agent Name: **Joann Papageorgis**

Address: **2 Montgomery Street, 4th Floor, Jersey City, NJ 07302**

Telephone **201-395-3956**

Applicant/Agent Signature: Date: 12/4/12

## Waterfront Revitalization Program

Upon review of the New York City WRP Consistency Assessment Form (CAF), the WRP policies applicable to the Bayonne Bridge Navigational Clearance Program are indicated in **Table 1** below. The following section reviews these policies and assesses their consistency with the project.

**Table 1**
**List of New York CZM Policies**

| CZM Policy Number | CZM Policy Name | Applicable to the Project | Not Applicable to the Project |
|---|---|---|---|
| **Policy 1:** Support and facilitate commercial and residential development in areas well-suited to such development. | | | |
| 1.1 | Encourage commercial and residential redevelopment in appropriate coastal zone areas. | | X |
| 1.2 | Encourage non-industrial development that enlivens the waterfront and attracts the public. | | X |
| 1.3 | Encourage redevelopment in the coastal area where public facilities and infrastructure are adequate or will be developed. | | X |
| **Policy 2:** Support water-dependent and industrial uses in New York City coastal areas that are well-suited to their continued operation. | | | |
| 2.1 | Promote water-dependent and industrial uses in Significant Maritime and Industrial Areas. | X | |
| 2.2 | Encourage working waterfront uses at appropriate sites outside the Significant Maritime and Industrial Areas. | X | |
| 2.3 | Provide infrastructure improvements necessary to support working waterfront uses. | X | |
| **Policy 3:** Promote use of New York City's waterways for commercial and recreational boating and water-dependent transportation centers. | | | |
| 3.1 | Support and encourage recreational and commercial boating in New York City's maritime centers. | X | |
| 3.2 | Minimize conflicts between recreational, commercial, and ocean-going freight vessels. | X | |
| 3.3 | Minimize impact of commercial and recreational boating activities on the aquatic environment and surrounding land and water uses. | X | |
| **Policy 4:** Protect and restore the quality and function of ecological systems within the New York City coastal area. | | | |
| 4.1 | Protect and restore the ecological quality and component habitats and resources within the Special Natural Waterfront Areas, Recognized Ecological Complexes and Significant Coastal Fish and Wildlife Habitats. | | X |
| 4.2 | Protect and restore tidal and freshwater wetlands. | X | |
| 4.3 | Protect vulnerable plant, fish and wildlife species, and rare ecological communities. Design and develop land and water uses to maximize their integration or compatibility with the identified ecological community. | X | |
| 4.4 | Maintain and protect living aquatic resources. | X | |

Table 1
List of New York CZM Policies

| CZM Policy Number | CZM Policy Name | Applicable to the Project | Not Applicable to the Project |
|---|---|---|---|
| **Policy 5:** Protect and improve water quality in the New York City coastal area. | | | |
| 5.1 | Manage direct or indirect discharges to waterbodies. | X | |
| 5.2 | Protect the quality of New York City's waters by managing activities that generate nonpoint source pollution. | X | |
| 5.3 | Protect water quality when excavating or placing fill in navigable waters and in or near marshes, estuaries, tidal marshes, and wetlands. | | X |
| 5.4 | Protect the quality and quantity of groundwater, streams, and the sources of water for wetlands. | X | |
| *Policy 6: Minimize loss of life, structures and natural resources caused by flooding and erosion.* | | | |
| 6.1 | Minimize losses from flooding and erosion by employing non-structural and structural management measures appropriate to the condition and use of the property to be protected and the surrounding area. | X | |
| 6.2 | Direct public funding for flood prevention or erosion control measures to those locations where the investment will yield significant public benefit. | | X |
| 6.3 | Protect and preserve non-renewable sources of sand for beach nourishment. | | X |
| **Policy 7:** Minimize environmental degradation from solid waste and hazardous substances. | | | |
| 7.1 | Manage solid waste material, hazardous wastes, toxic pollutants, and substances hazardous to the environment to protect public health, control pollution and prevent degradation of coastal ecosystems. | X | |
| 7.2 | Prevent and remediate discharge of petroleum products. | X | |
| 7.3 | Transport solid waste and hazardous substances and site solid and hazardous waste facilities in a manner that minimizes potential degradation of coastal resources. | X | |
| **Policy 8:** Provide public access to and along New York City's coastal waters. | | | |
| 8.1 | Preserve, protect and maintain existing physical, visual, and recreational access to the waterfront. | X | |
| 8.2 | Incorporate public access into new public and private development where compatible with proposed land use and coastal location. | X | |
| 8.3 | Provide visual access to coastal lands, waters, and open space where physically practical. | X | |
| 8.4 | Preserve and develop waterfront open space and recreation on publicly owned land at suitable locations. | X | |
| 8.5 | Preserve the public interest in and use of lands and waters held in public trust by the state and city. | X | |
| **Policy 9:** Protect scenic resources that contribute to the visual quality of the New York City coastal area. | | | |
| 9.1 | Protect and improve visual quality associated with New York City's urban context and the historic and working waterfront. | X | |
| 9.2 | Protect scenic values associated with natural resources. | | X |

**Table 1**
**List of New York CZM Policies**

| CZM Policy Number | CZM Policy Name | Applicable to the Project | Not Applicable to the Project |
|---|---|---|---|
| **Policy 10:** Protect, preserve, and enhance resources significant to the historical, archaeological, and cultural legacy of the New York City coastal area. | | | |
| 10.1 | Retain and preserve designated historic resources and enhance resources significant to the coastal culture of New York City. | X | |
| 10.2 | Protect and preserve archaeological resources and artifacts. | | X |

## ANALYSIS OF APPLICABLE POLICIES

**Policy 2:** Support water-dependent and industrial uses in New York City coastal areas that are well-suited to their continued operation.

*Policy 2.1: Promote water-dependent and industrial uses in Significant Maritime and Industrial Areas.*

The project is located within a Significant Maritime and Industrial Area (SMIA). The Kill Van Kull SMIA stretches from Howland Hook to Snug Harbor. It contains a concentration of maritime uses including a marine terminal and dry docks for ship repair. The project would ensure the long-term vitality of the area and the ports. By providing increased vertical clearance to support Post-Panamax vessels, the project would facilitate the efficient use of port infrastructure within the SMIA. Therefore, the project would be consistent with this policy.

*Policy 2.2: Encourage working waterfront uses at appropriate sites outside the Significant Maritime and Industrial Areas.*

By providing increased vertical clearance to support Post-Panamax vessels, the project would maximize the continued use of port infrastructure and maintain long-term vitality within the region. Therefore, the project would be consistent with this policy.

*Policy 2.3: Provide infrastructure improvements necessary to support working waterfront uses.*

See response to Policies 2.1 and 2.2.

**Policy 3:** Promote use of New York City's waterways for commercial and recreational boating and water-dependent transportation centers.

*Policy 3.1: Support and encourage recreational and commercial boating in New York City's maritime centers.*

By providing increased vertical clearance to support Post-Panamax vessels, the project would support commercial boating and New York City's maritime centers. Therefore, the project would be consistent with this policy.

*Policy 3.2: Minimize conflicts between recreational, commercial, and ocean-going freight vessels.*

The operation of the project would benefit navigation, as raising the roadway would accommodate present and anticipated navigational needs by increasing the vertical clearance of the channel by increasing the vertical clearance under the Bayonne Bridge. The horizontal clearance would remain the same. No in-water elements would be constructed as part of the project, with the exception of a new stormwater outfall from the shoreline in New Jersey. Potential impacts could include the temporary mooring of construction barges in the Kill Van Kull navigational channel. During construction, barges would be used to lower the existing road deck of the main span during demolition. Any limited,

temporary closures required during construction would be closely coordinated with the United States Coast Guard (USCG) and follow acceptable protocol. Impacts from sediment re-suspension are expected to be minor, with no impacts to the navigational channel. Therefore, the proposed project would be consistent with this policy.

*Policy 3.3: Minimize impact of commercial and recreational boating activities on the aquatic environment and surrounding land and water uses.*

As discussed in Chapter 6, "Natural Resources," of the Environmental Assessment (EA), waves generated by larger vessels would not have an impact on channel bank erosion. After project completion, larger vessels translating to fewer transits and tugboats would use the Kill Van Kull to transport international cargo to the marine terminals west of the Bayonne Bridge.

During construction, the project would not result in significant adverse environmental impacts to the aquatic environment, or to surrounding land and water uses. The only project component requiring the use of barges during construction is the lowering of the main span existing road deck during demolition. A new stormwater outfall constructed on the New Jersey side of the Kill Van Kull would be the only in-water work required. Therefore, the project would be consistent with this policy.

**Policy 4:** Protect and restore the quality and function of ecological systems within the New York City coastal area.

*Policy 4.2: Protect and restore tidal and freshwater wetlands.*

As discussed in Chapter 6, "Natural Resources," of the EA, no federal jurisdictional wetlands are present within the study area in New York. Wetlands identified in Staten Island are considered Waters of the United States (WOUS). The New York State Department of Environmental Conservation (NYSDEC) has mapped the open water portions of the Kill Van Kull as littoral zone (LZ). The LZ encompasses "all lands under tidal waters which are not included in any other category. There shall be no LZ under waters deeper than six feet at mean low water [MLW]." Although LZ wetlands are mapped for all of the open water of the Kill Van Kull within the study area, bathymetry data show that LZ is primarily restricted to a cove area along the western shoreline within the study area.

NYSDEC-approved Stormwater Pollution Prevention Plans (SWPPPs) and Erosion and Sediment Control (ESC) plans would implement measures (e.g., silt fencing, straw bale dikes) to protect adjacent wetlands outside of the area of disturbance and surface waters of the Kill Van Kull from stormwater runoff during construction. Therefore, the construction of the project would not result in any long-term impacts to wetlands of the region, and the project would be consistent with this policy.

*Policy 4.3: Protect vulnerable plant, fish and wildlife species, and rare ecological communities. Design and develop land and water uses to maximize their integration or compatibility with the identified ecological community.*

New York State-listed endangered willow oak (*Quercus phellos*) trees are present near the construction work zone on Staten Island. Measures would be implemented to avoid impacts to this species during construction, as discussed in Chapter 16, "Construction Effects" of the EA. However, should these trees be impacted during construction, then any potential long-term adverse impacts to this species would be coordinated with New York Natural Heritage Program (NYNHP) and New York City Department of Parks and Recreation (NYCDPR), and measures to avoid a significant adverse ecological impact, such as planting willow oak trees during the construction of the project, would be developed in consultation with these agencies. With these measures in place, there would be no adverse impacts to the willow oak during the long-term operation of the project.

With the exception of the peregrine falcon and osprey, the threatened, endangered, or special concern species listed in Chapter 6, "Natural Resources," of the EA would not be expected to occur within the

study area due to the lack of appropriate habitat. Because operation of the project is not expected to increase disturbance levels above what is generated by the existing bridge and approach roadways, neither the peregrine falcon nor osprey would be impacted by the operation of the project. Both species would have the potential to occur in the study area with the same likelihood as at present.

As stated above, the peregrine falcon is known to nest on the Bayonne Bridge. The nesting season of peregrine falcons in New York City is generally from February through August. The timing of the construction would be performed in consultation with NYSDEC, NYCDEP, NJDEP, and USFWS wildlife biologists to protect (i.e., avoid nests during construction or relocation of nests/nesting platforms during construction) peregrine falcons during construction. The same procedure would be implemented should wildlife biologists determine that osprey use the bridge and the nearby platform for nesting. As such, if the falcon and osprey are determined to use the study area for nesting, it is expected that they would relocate to the bridge/nesting platforms during the long-term operation of the project. Therefore, there would be no adverse impact to peregrine falcons and osprey due to the long-term operation of the project.

Therefore, the project would be consistent with this policy.

*Policy 4.4: Maintain and protect living aquatic resources.*

The widening of the roadway would increase the area of overwater coverage and the associated shading of aquatic habitat within the project site. However, given the changing daily and seasonal angles of solar illumination, light would be expected to reach the water under these structures during substantial portions of the day, reducing potential impacts to aquatic biota due to shading. Additionally, the generally high turbidities on the Kill Van Kull would limit any effect of the additional shading to the first few feet of the water column—benthic communities would be relatively unaffected by the increase in shaded habitat. Lastly, because the tidal currents under the bridge(s) are strong and the bridge structure(s) would be comparatively narrow, plankton would be expected to move through the project site quickly and would not be expected to be adversely impacted by shading from the project. The proposed height and width of the proposed bridge would not result in adverse shading impacts to aquatic biota during the long-term operation of the project.

Overall, noise resulting from the long-term operation of the project would not be expected to have any adverse impacts on the fish community. It is expected that the larger vessels would not result in a significant increase in underwater noise levels in the future with the project, as discussed in Chapter 6, "Natural Resources" of the EA.

As discussed in Policy 5, stormwater management measures would be implemented in the project and would not be expected to result in adverse impacts on aquatic biota during operation. The project would not result in significant adverse impacts to aquatic biota within the project site. Therefore, the project would be consistent with this policy.

**Policy 5:** Protect and improve water quality in the New York City coastal area.

*Policy 5.1: Manage direct or indirect discharges to waterbodies.*

The project would not involve construction within the Kill Van Kull, with the exception of a new stormwater outfall from the shoreline in New Jersey. During upland construction activities, measures (e.g., silt fences and straw bale dikes) to reduce stormwater runoff to the Kill Van Kull would be implemented in accordance with the SWPPP and ESC plans. Implementation of these measures would minimize the potential for stormwater runoff from upland construction areas to adversely affect water quality of the Kill Van Kull or wetlands within the potential staging area. As stated below, where dewatering is required, it is possible that the water would require treatment prior to its discharge to surface water or sewers. Prior to any such discharge, the water would be tested and the discharge would only be conducted in accordance with applicable requirements of the New York State Pollutant Discharge

Elimination System (NY SPDES) and USACE permits. Therefore, with these measures in place, stormwater runoff and dewatering discharges during construction would not result in adverse impacts to wetlands, water quality, or aquatic biota of the Kill Van Kull.

The drainage improvements proposed as part of the project would eliminate the direct stormwater discharge from the bridge travel roadway to the Kill Van Kull and would incorporate detention with controlled release rates to the existing conveyance systems. Within New York on the bridge roadway and approach spans, stormwater would be captured, detained, and released through above ground detention ponds to NYCDEP's combined sewer system. These drainage improvements would eliminate direct discharge of stormwater runoff from the bridge travel roadway to the Kill Van Kull. The water quality improvements would provide an 80 percent reduction in total suspended solids (TSS) and 40 percent reduction of total pollutant (TP) loading that is currently discharged to the Kill Van Kull. The implementation of water quality treatment measures would result in improvements in the Kill Van Kull to water quality. Thus, with these measures in place, there would be water quality improvements in the Kill Van Kull during the long-term operation of the project. In fact, over the long term, the project would result in an overall benefit with respect to the policy.

*Policy 5.2: Protect the quality of New York City's waters by managing activities that generate non-point source pollution.*

Erosion and sediment control measures that comply with the "New York Standards and Specifications for Erosion and Sediment Control" such as straw bales, silt fencing, vegetative covers, and slope stabilization would be used on site to reduce the impacts of erosion and sediment on the water quality of the Kill Van Kull. Furthermore, construction of the project would comply with any conditions set forth in USCG, USACE, NYSDEC, and NYCDEP permits to protect water quality. Therefore, the project would be consistent with this policy.

*Policy 5.3: Protect water quality when excavating or placing fill in navigable waters and in or near marshes, estuaries, tidal marshes or wetlands.*

The project would not involve excavation or placement of fill in navigable waters of the Kill Van Kull in New York. In addition, as discussed in Policy 4.2, no federal jurisdictional wetlands are within the study area in New York and LZ is primarily restricted to a cove area along the western shoreline within the study area. Erosion and sediment control measures implemented during upland construction activities (i.e., straw bales, silt fencing, vegetative covers and slope stabilization) would minimize the potential for water quality impacts. Therefore, the project would be consistent with this policy.

*Policy 5.4: Protect the quality and quantity of groundwater, streams, and the sources of water for wetlands.*

Dewatering of groundwater would most likely be required in specific locations, including the approach structure piers. Where dewatering is required, it is possible that the water would require treatment prior to its discharge into surface water or existing sewers. Prior to any such discharge, the water would be tested. Discharge of water would be conducted in accordance with applicable requirements, including state and local requirements for sewer discharge. Therefore, the project would be consistent with this policy.

**Policy 6:** Minimize the loss of life, structures, and natural resources caused by flooding and erosion.

*Policy 6.1: Minimize losses from flooding and erosion by employing non-structural and structural management measures appropriate to the condition and use of the property to be protected and the surrounding area.*

The project would require the construction of bridge approach footings within the 100-year and 500-year floodplains in both New York. Some of the existing approach footings would be demolished and new footings would be installed and spaced further apart than the existing footings. As discussed in Chapter 6, "Natural Resources", of the EA, in the 100-year floodplain there would be a net increase of 0.12 acres of

impervious surfaces, and in the 500-year floodplain there would be a net increase of approximately 0.05 acres of additional impervious surface area that would be added through the construction of the new approach piers. The floodplain within, and adjacent to, the study area is affected by coastal flooding and would not be affected by construction or regrading/filling of the floodplain as would occur within a riverine floodplain. The construction and operation of the project would not adversely affect the hydrology of the floodplain or exacerbate flooding conditions within the project site or its immediate vicinity. No structural erosion management measures are required. Therefore, the project would be consistent with this policy.

**Policy 7:** Minimize environmental degradation from solid waste and hazardous substances.

*Policy 7.1: Manage solid waste material, hazardous wastes, toxic pollutants, and substances hazardous to the environment to protect public health, control pollution and prevent degradation of coastal ecosystems.*

The nature and origin of the fill materials is unknown throughout much of the area where ground disturbance is proposed. Typical historic fill material may contain contaminants, such as metals and polynuclear aromatic hydrocarbons (PAHs).

Therefore, as part of the project, a Construction Health and Safety Plan (CHASP) would be prepared and implemented during the soil disturbing activities. The CHASP would specify procedures for identifying and managing any encountered contaminated soil and/or underground storage tanks (including procedures for stockpiling and off-site transportation and disposal), and appropriate health and safety procedures, including the need for dust suppression. In addition, all materials (including debris) requiring off-site disposal including any containers of oil/chemicals would be removed and disposed of in accordance with applicable regulatory requirements. All debris and excavated soil requiring off-site disposal would be managed in accordance with applicable regulatory requirements, and, as necessary, tested in accordance with the requirements of the intended receiving facility. Transportation of all material leaving the site would be in accordance with applicable requirements covering licensing of haulers and trucks, placarding, truck routes, manifesting, etc. Therefore, the project would be consistent with this policy.

*Policy 7.2: Prevent and remediate discharge of petroleum products.*

See response to Policy 7.1.

*Policy 7.3: Transport solid waste and hazardous substances and site solid and hazardous waste facilities in a manner that minimizes potential degradation of coastal resources.*

See response to Policy 7.1.

**Policy 8:** Provide public access to and along New York City's coastal waters.

*Policy 8.1: Preserve, protect and maintain existing physical, visual, and recreational access to the waterfront.*

The project includes the widening of the bridge span and approaches to accommodate a 12-foot-wide shared-use (bike and walkway) path on the east side of the bridge, as opposed to the existing pedestrian path. Motorists and pedestrians would continue to have panoramic views of both shorelines and of the east and west expanses along the Kill Van Kull with the raised roadway, as well as distant views of the Manhattan skyline. Raising the roadway would not have an adverse visual impact on views to or from the bridge. Therefore, the project would be consistent with this policy.

*Policy 8.2: Incorporate public access into new public and private development where compatible with proposed land use and coastal location.*

See response to Policy 8.1.

*Policy 8.3: Provide visual access to coastal lands, waters, and open space where physically practical.*

Raising the roadway would not have an adverse visual impact on views from the bridge. Residents on nearby streets who currently have no view of the ramp approaches may have a view of the new, elevated ramp approaches. However, the elevated ramp approaches would not obstruct views of visual and aesthetic resources in the study area for these residents, such as the Kill Van Kull, parks or green space, or the Bayonne Bridge. Therefore, there would be no significant adverse visual impacts on these residents, and the project would be consistent with this policy.

*Policy 8.4: Preserve and develop waterfront open space and recreation on publicly owned land at suitable locations.*

See response to Policy 8.1.

*Policy 8.5: Preserve the public interest in and use of lands and waters held in public trust by the state and city.*

The existing Bayonne Bridge, and the land on which it is constructed, is owned and maintained by PANYNJ. All project activities would occur on PANYNJ lands with the exception of aerial easements over public streets.

Therefore, the project would be consistent with this policy.

**Policy 9:** Protect scenic resources that contribute to the visual quality of the New York City coastal area.

*Policy 9.1: Protect and improve visual quality associated with New York City's urban context and the historic and working waterfront.*

See response to Policy 8.1.

**Policy 10:** Protect, preserve, and enhance resources significant to the historical, archaeological, and cultural legacy of the New York City coastal area.

*Policy 10.1 Retain and preserve designated historic resources and enhance resources significant to the coastal culture of New York City.*

The Bayonne Bridge is eligible for listing on the National Register of Historic Places. The project would require the demolition of the bridge's existing road deck and construction of a new road deck at a higher elevation, while preserving the historic bridge's arch structure. The proposed changes to the bridge would constitute an Adverse Effect to this historic bridge under Section 106 of the National Historic Preservation Act of 1966 (NHPA). USCG has participated in the Section 106 of the NHPA process with the New York State Historic Preservation Officer (NYSHPO) and New Jersey Historic Preservation Office (NJHPO), in addition to other consulting parties.

As part of this process, measures were developed to avoid or minimize to the extent practicable any adverse effects to architectural resources. Development of these mitigation measures is set forth in a draft Memorandum of Agreement (MOA), to be executed by the USCG, PANYNJ, NJHPO, and NYSHPO (see Appendix B). The following mitigation measures would be taken: Unanticipated Archaeological Discovery Program; Documentation and Curation; Historic American Engineering Record (HAER) documentation of the bridge; produce educational materials for use by local libraries, historical societies, and educational institutions; and signage and exhibits that inform the public of the history of the bridge; and a re-dedication ceremony. A construction protection plan would be prepared to avoid or minimize adverse effects during construction on the following historic properties in New York: the historic main arch span of the Bayonne Bridge and a portion of the St. Mary's of the Assumption Church Cemetery. In addition, PANYNJ and USCG will identify Vessel 36 by vessel navigation GPS in the Proposed Project records and bid documents. USCG will coordinate navigation in the channel of the Kill Van Kull with the USACE.

Therefore, this project is in compliance with this policy.

**Attachment I**

**State Agency Concurrence in CZM Consistency Certification**

**(to be provided)**

# Attachment J

## List of Property Owners

# LIST OF OWNERS - BAYONNE, NJ 07002

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 289 | 6 | Ajosa, Frank P. and Joanne, his wife | 5 Schuyler Pl | 5705 |
| 289 | 7 | Doria, Victor J. and Stephanie, his wife | 3 Schuyler Pl | 3221 |
| 289 | 8 | Kotula, Josephine | 1 Schuyler Pl | 7325 |
| 289 | 9 | Bell, Pamela Rae | 217-219 Avenue A | 4505 |
| 290 | 1 | O'Connor, Debra | 7 Hartley Pl | 7513 |
| 290 | 2 | Wojcik, Miroslawa and Helena Luczyn | 9-11 Hartley Pl | 7515 |
| 290 | 3.01 | Stravato, Vincent and Catherine, h/w | 15 Hartley Pl | 7267 |
| 290 | 3.02 | Monkowski, James I. and Catherine, h/w | 13 Hartley Pl | 7354 |
| 290 | 19 | Mellish, James P. and Erlinda, his wife | 222-224 Avenue A | 3343 |
| 290 | 20 | Tran, Minh Chau | 220 Avenue A | 8409 |
| 290 | 21.11 | Pace, Jenna L | 214 Avenue A, Apt A1 | 8758 |
| 290 | 21.12 | Chrzanowski, Henry | 214 Avenue A, Apt A2 | 3387 |
| 290 | 21.13 | Zinone, Michael A. and Gail, his wife | 210-218 Avenue A, Apt 4A | 5358 |
| 290 | 21.14 | Ruane, Nancy J | 214 Avenue A, Apt A5 | 3462 |
| 290 | 21.15 | Tansey, Elizabeth M. | 214 Avenue A, Apt A6 | 4874 |
| 290 | 21.16 | Figueroa, Aida A. | 214 Avenue A, Apt A7 | 3906 |
| 290 | 21.17 | Rios, Wanda | 214 Avenue A, Apt A8 | 8228 |
| 290 | 21.21 | Dugan, Eric D. | 214 Avenue A, Apt B1 | 8502 |
| 290 | 21.22 | Pack, Helen | 214 Avenue A, Apt B2 | 8730 |
| 290 | 21.23 | Rodriguez, Madeline | 214 Avenue A, Apt B3 | 7454 |
| 290 | 21.24 | Paige, Barbara | 214 Avenue A, Apt B4 | 4134 |
| 290 | 21.25 | Shine, Deborah | 214 Avenue A, Apt B5 | 8478 |
| 290 | 21.26 | McKenna, James E. | 214 Avenue A, Apt B6 | 7413 |
| 290 | 21.27 | Piazza, Albina | 214 Avenue A, Apt B7 | 8226 |
| 290 | 21.28 | Lukac, Thomas | 214 Avenue A, Apt B8 | 7464 |
| 290 | 21.29 | Lomnicky, Eleanor | 210-218 Avenue A, Apt B9 | 8767 |
| 290 | 21.31 | Severini, Dianne | 214 Avenue A, Apt C1 | 5474 |
| 290 | 21.32 | Cea, Gregory and Patricia, h/w | 214 Avenue A, Apt C2 | 7986 |
| 290 | 21.33 | MFAB, LLC | 214 Avenue A, Apt C3 | 8736 |
| 290 | 21.34 | Michelle Dugan | 214 Avenue A, Apt C4 | 8707 |
| 290 | 21.35 | Sauerbrunn, Kenneth | 214 Avenue A, Apt C5 | 8557 |
| 290 | 21.36 | Kouvel, Peter C. | 214 Avenue A, Apt C6 | 7708 |
| 290 | 21.37 | Gomes, Antonio D. | 214 Avenue A, Apt C7 | 5612 |
| 290 | 21.38 | Sawicki, Andrzej and Robert | 214 Avenue A, Apt C8 | 7243 |
| 290 | 21.39 | Lichtman, Sherry | 214 Avenue A, Apt C9 | 3211 |
| 290 | 22 | Bridge 202-208, LLC | 202-208 Avenue A | 8691 |
| 290 | 23 | Cafiero, John A. and Alice, his wife | 196-200 Avenue A | 3466 |
| 290 | 24.01 | Vecchio, Joseph P. | 105 North St | 7349 |
| 290 | 24.02 | Sheikh, Shaheen and Saeeda, his wife | 105A North St | 5659 |
| 290 | 25 | Smith, Richard F. and Lisa A. Cotter | 103 North St | 5347 |
| 290 | 26 | Zambrano, Orlen M. | 101 North St | 8337 |
| 291 | 1 | Henao, Zulay J et al | 81-85 North St | 7524 |
| 291 | 2 | Blicharz, Joseph and Helen, his wife | 253 JFK Memorial Blvd | 3102 |
| 291 | 3 | De Santis, Jr., Victor and Patricia, his wife | 255 JFK Memorial Blvd | 7130 |
| 291 | 4 | Malaak, Nora | 257 JFK Memorial Blvd | 8211 |
| 291 | 17 | Wittich, Diane | 16-18 Hartley Pl | 5963 |
| 291 | 18 | Pietruska, Lois and Daniel, Jr. | 14 Hartley Pl | 5377 |
| 291 | 19 | Wisniewski, Mary | 10-12 Hartley Pl | 4719 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 291 | 20 | Buczkowski, Frank A. And Virginia C., h/w | 99 North St. | 5310 |
| 292 | 11 | Tam, Steve | 1 Schuyler Pl West | 8388 |
| 294 | 4 | Angioletti, Maria | 2 North La | 8788 |
| 294 | 5 | Alvarez, Priscilla | 4 North La | 8671 |
| 294 | 6 | Weicker, Keith | 6 North La | 4476 |
| 295 | 1 | Mannion, James and Marie, his wife | 189 Avenue A | 3146 |
| 295 | 2 | Hosmer, Rod and Patricia, his wife | 193 Avenue A | 4729 |
| 295 | 3 | Keohane, Eugene and Barbara, his wife | 195 Avenue A | 3108 |
| 295 | 4 | Esposito, Caroline et al | 197 Avenue A | 8819 |
| 295 | 5 | Pietropaolo, Michael and Sofia, his wife | 199 Avenue A | 5786 |
| 295 | 6 | Howley, Joseph F. and rita, his wife | 2 Schuyler Pl | 3278 |
| 295 | 7 | Zygmund, Denise A. | 4 Schuyler Pl | 3479 |
| 295 | 8 | Roman, Rosalie | 6 Schuyler Pl | 8722 |
| 295 | 9 | Joynt, Linda J. | 8 Schuyler Pl | 5951 |
| 295 | 10 | Bannon, Francis B. and Mary T., his wife | 10 Schuyler Pl | 3431 |
| 295 | 11 | Ado, Jr., Dominador M. and Wilma, h/w | 12 Schuyler Pl | 7043 |
| 295 | 12 | Holovach, Donna and Hany Sawires | 14 Schuyler Pl | 7848 |
| 295 | 13 | Sellaro, Kevin and Joanne, his wife | 16 Schuyler Pl | 3433 |
| 295 | 16 | Coel Corporation | North St Rear | 3102 |
| 295 | 17 | North Street Associates, LLC | North St btw #105A and 107 | 7308 |
| 295 | 17.01 | Lamberti, Dominic A. | 24 Schuyler Pl | 5624 |
| 295 | 18 | Eilat Realty Company | 107-111 North St | 4871 |
| 295 | 20 | Eilat Realty Company | 7-11 North St | 4871 |
| 295 | 21 | City of Bayonne | North St | 3076 |
| 296 | 1 | Mark, John and Stacy, h/w | 114 North St | 8668 |
| 296 | 2 | Dederding, Michael P. and Elizabeth X., h/w | 112 North St | 5234 |
| 296 | 3 | Derado, Barbara | 110 North St | 8807 |
| 296 | 4 | Krall, Walter | 108 North St | 4476/4742 |
| 296 | 5 | Murawski, Teresa | 106 North St | 4798 |
| 296 | 6 | Obregon, Angel G. | 104 North St | 5883 |
| 296 | 7 | Sofranko, Andrew C. and Barbara A. | 102 North St | 7205 |
| 296 | 8 | Vreeland, Mary Jo | 100 North St | 8668 |
| 296 | 9 | Brown, Michael J. III | 98 North St | 6054 |
| 296 | 10 | Montes, Manuel and Luz E. | 96 North St | 7300 |
| 296 | 11 | Mlynaryk, Piotr and Iwona | 94 North St | 5551 |
| 296 | 12 | Casais, Ramon and Maria | 92 North St | |
| 296 | 13 | WJT North Family LTD Partnership | 90 North St | 4963 |
| 296 | 14 | City of Bayonne | North St | 5810 |
| 296 | 15 | City of Bayonne | North St | 5810 |
| 296 | 14.01 | 42 Monmouth Street, L.L.C. | Avenue A | 5740 |
| 297 | 1 | Transportation Dsplys Inc. | JFK Memorial Blvd | 3410 |
| 297 | 2 | Shulman Fuel Co. | 256 JFK Memorial Blvd | 3020 |
| 297 | 3 | Marl Associates | 26 North St | 3154 |
| 299 | 12 | Palumbo, Domenico and Teresa, his wife | 128 North St | 5993 |
| 299 | 13 | Costa, Anthony and Rosanne, his wife | 126 North St | 8174 |
| 300 | 1 | | | |
| 300 | 2 | City of Bayonne MUA | North St | 8715 |
| 300 | 3 | | | |
| 300 | 4 | Dura Homes | North St | 3260 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 300 | 4.11 | Brodel, Dennis and Nancy, h/w | 122 North St Unit A-1 | 7914 |
| 300 | 4.12 | Tettamanti, Dawn | 122 North St Unit A-2 | 7389 |
| 300 | 4.13 | Bedkowski, Joette | 122 North St Unit A-3 | 8176 |
| 300 | 4.14 | Atkins, Catherine Anne | 124 North St Unit A-4 | 5617 |
| 300 | 4.15 | Hanlon, Elizabeth | 124 North St Unit A-5 | 7853 |
| 300 | 5 | Tearn Development, L.L.C. | Avenue A and North St | 6043 |
| 300 | 6 | City of Bayonne | North St | |
| 301.01 | 2 | Morris Bayonne Associates I, L.L.C. et al | 175 Avenue A | 8083 |
| 301.01 | 3 | Morris Bayonne Associates I, L.L.C. et al | 175 Avenue A | 8083 |
| 301.01 | 4 | Palmer Asphalt Co. | 191 W 5th St | 3207 |
| 301.02 | 1 | Bergen Point Realty Co. | 185-187 W 5th St | 2462 |
| 301.02 | 2 | Bergen Point Realty Co. | 185-187 W 5th St | 2462 |
| 301.02 | 3 | Bergen Point Realty Co. | 185-187 W 5th St | 2462/ |
| 301.02 | 4 | Bergen Point Realty Co. | 185-187 W 5th St | 2462 |
| 301.02 | 5 | Maloney, John F. et al | 129 Avenue A | 4419 |
| 301.02 | 6 | Barillas, Alfonso R. and Monica J. | 131 Avenue A | 5905 |
| 301.02 | 7 | Posluszny, Jozef and Michalina, his wife | 133 Avenue A | 4507 |
| 301.02 | 8 | Kupchak, marlene | 135 Avenue A | 3336 |
| 301.02 | 9 | Banks, Chester | 137 Avenue A | 8774 |
| 301.02 | 10 | Staunch, Jeffrey and Judy, h/w | 139-141 Avenue A | 3690 |
| 301.02 | 11 | Bergen Point Brass Foundry | 143 Avenue A | 2015 |
| 301.02 | 12 | Bergen Point Brass Foundry | 170 W 6th St | 2015 |
| 301.02 | 13 | Bergen Point Brass Foundry | 172 W 6th St | 2015 |
| 301.02 | 14 | Bergen Point Brass Foundry | 174-176 W 6th St | 2015 |
| 301.02 | 15 | Bergen Point Brass Foundry | 174-176 W 6th St | 2015 |
| 301.03 | 2 | Marcigliano, Giuseppe A. | 159-161 Avenue A | 8384 |
| 301.03 | 3 | HB Bayonne Partnership | Avenue A and Newark Bay | 4708 |
| 301.03 | 1 | Bergen Point Brass Foundry | 147-157 Avenue A | 2105 |
| 302 | 3 | PA NYNJ | W 6th St and W 7th St | 1663 |
| 302 | 4 | PA NYNJ | W 5th St and W 6th St | 1663 |
| 302 | 5 | Le Duc, Grant | 169 W 5th St | 8556 |
| 302 | 6 | Slobodzian, Carol F.  and Anna A., his wife | 165 W 5th St | 2886 |
| 302 | 7 | Hennings, Kevin | 135 W 5th St | 7411 |
| 302 | 8 | Kaiser, Franz | 133 W 5th St | 7611 |
| 302 | 9 | Duprex, Scott | 131 W 5th St | 7456 |
| 302 | 10 | Panariello, Jamie and Anthony, her husband | 129 W 5th St | 7074 |
| 302 | 11 | De Maria, Dominc and Lucille, his wife | 125-127 W 5th St | 3069 |
| 302 | 12 | Collins, Lorraine | 163 JFK Memorial Blvd | 3403 |
| 302 | 13 | Gullie, Victoria and Nicholas w., her husband | 165-167 JFK Memorial Blvd | 3136 |
| 302 | 14 | Salib, Nashaat W. | 173 JFK Memorial Blvd | 7011 |
| 303 | 1 | Panfile, Patricia A. | 129 W 6th St | 7346 |
| 303 | 2 | Wade, Luke and Adrienne, his wife | 127 W 6th St | 3259 |
| 303 | 3 | Lindberg, Rose Marie | 125 W 6th St | 5261 |
| 303 | 4 | Hillenbrand, Carol and Johannes, her husband | 123 W 6th St | 8311 |
| 303 | 5 | Harris, Jr., Henry G. | 121 W 6th St | 2639 |
| 303 | 6 | Campbell, Daniel R. and Nancy, h/w | 119 W 6th St | 5272 |
| 303 | 7 | Fuentes, Carmelo | 117 W 6th St | 7112 |
| 303 | 8 | Carney, Elizabeth | 115 W 6th St | 5829 |
| 303 | 9 | Bowers, Raymond and Ruth, h/w | 113 W 6th St | 5562 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 303 | 10 | Gizzi, Joseph N. and Lena L., h/w | 111 W 6th St | 3786 |
| 303 | 11 | Heaney, Joseph and Deborah M., h/w | 153 Humphrey Ave | 3806 |
| 303 | 12 | Rivera, Wanda | 155 Humphrey Ave | 7828 |
| 303 | 13 | Kobryn, Robert et al | 157 Humphrey Ave | 3099/3248 |
| 303 | 14 | Bawiec, Michael and Denise, h/w | 159 Humphrey Ave | 8813 |
| 303 | 15 | Shehata, Gerges S. | 161 Humphrey Ave | 8680 |
| 303 | 16 | Cascione, Pietro and Isabella, h/w | 163 Humphrey Ave | 7863 |
| 303 | 17 | Estevez, Oneida M. | 165 Humphrey Ave | 7358 |
| 303 | 18 | Good, Edward and Florence, his wife | 204 JFK Memorial Blvd | 3417 |
| 303 | 19 | Martyniak, Lorraine | 202 JFK Memorial Blvd | 3343 |
| 303 | 20 | Perez, Tasha | 196 JFK Memorial Blvd | 8692 |
| 303 | 21 | Strydio, Elaine B. | 194 JFK Memorial Blvd | 5492 |
| 303 | 22 | Bocchino, Steven and Colleen, h/w | 192 JFK Memorial Blvd | 7470 |
| 303 | 23 | Mitortando, Sam and Angelina, his wife | 190 JFK Memorial Blvd | 3374 |
| 303 | 24 | Marsh, Richard H. and Marcia M. | 188 JFK Memorial Blvd | 8654 |
| 304 | 1 | Sitruc Holding Company, Inc. | 175 W 7th St | 4316 |
| 304 | 2 | Ideal Window Mfg. Inc. | 151-173 W 7th St | 2900 |
| 311.01 | 1 | A 99 L.L.C. and 667 E 34th St Owners Corp. | 39-55 Bayview Ct | 7841 |
| 311.01 | 5 | Palmer Asphalt Company | 35-57 Bayview Ct. | 4814 |
| 311.01 | 6 | Palmer Asphalt Company | 31-33 Bayview Ct. | 4814 |
| 311.01 | 7 | Palmer Asphalt Company | 25-29 Bayview Ct. | 2862 |
| 311.01 | 8 | Palmer Asphalt Company | 21-23 Bayview Ct. | 3009 |
| 311.01 | 9 | City of Bayonne | 19 Bayview Ct. | 3009 |
| 311.01 | 10 | Palmer Asphalt Company | 21-23 Bayview Ct. | 3009 |
| 311.01 | 11 | Palmer Asphalt Company | 202-204 W 5th St | 4814 |
| 311.01 | 12 | Palmer Asphalt Company | 206-208 W 5th St | 4814 |
| 311.02 | 1 | Colasurdo, Vito and Sally, his wife | 13-15 Bayview Ct | 3424 |
| 311.02 | 2 | Duran, Sandra and Manuel Barbosa | 11 Bayview Ct | 8465 |
| 311.02 | 3 | Babiarczyk, Andrez and Iwona, h/w | 9 Bayview Ct | 7332 |
| 311.02 | 4 | Francis, Nabil and Suzy | 117 Avenue A | 7317 |
| 311.02 | 5 | Farrell, Richard and jane, his wife | 121 Avenue A | 5093 |
| 311.02 | 6 | Ramirez, Miguel et al | 123 Avenue A | 5883 |
| 311.02 | 7 | Quinn, William and Patricia, his wife | 125 Avenue A | 4675 |
| 311.02 | 8 | Swan Michigan Oil Co. | 127 Avenue A | 2837 |
| 311.02 | 9 | Swan Michigan Oil Co. | 127 Avenue A | 2837 |
| 311.02 | 10 | Swan Michigan Oil Co. | 127 Avenue A | 2837 |
| 312 | 1 | Munyan, Earl and Tanya,h/w | 17 Margaret St | 8635 |
| 312 | 2 | O'Nell, Eugene and Grace Ann | 15 Margaret St | 3020 |
| 312 | 3 | DMC Realty Company | 13 Margaret St | 4588 |
| 312 | 4 | Panaccione, Louis and Anne L. his wife | 11 Margaret St | 2978 |
| 312 | 5 | Arrigo, Joseph and Karin | 135 JFK Memorial Blvd | 7210 |
| 312 | 6 | Judowski, Elizabeth | 137 JFK Memorial Blvd | 3730 |
| 312 | 7 | Finnegan, James T. and Jill A. his wife | 139 JFK Memorial Blvd | 5903 |
| 312 | 8 | Carr, Donald and Catherine L., h/w | 141 JFK Memorial Blvd | 5827 |
| 312 | 9 | Kerolous, Wageeh and Wagiha, h/w | 143-147 JFK Memorial Blvd | 5798 |
| 312 | 10 | Faser, Stephanie and Cynthia | 149-153 JFK Memorial Blvd | 4717 |
| 312 | 11 | Gutch, Sophie | 134-136 W 5th St | 5263 |
| 312 | 12 | Cichocki, Marek and Iwona, h/w | 138 W 5th St | 3966 |
| 312 | 13 | Gasbarro, Donovan and Lynda, h/w | 140 W 5th St | 8753 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 312 | 14 | Torres, Laura A. and German, her husband | 142 W 5th St | 7175 |
| 312 | 15 | Jaime, Juan | 144 W 5th St | 8480 |
| 312 | 16 | PA NYNJ | Margaret St and W 5th St | 1663 |
| 312 | 17 | Nadrowski, Charles and Sharon, h/w | 124 Avenue A | 7206 |
| 312 | 18 | Wilson, Patricia | 122 Avenue A | 4380 |
| 312 | 19 | Bottino, Vincent and Elaine | 120 Avenue A | 3149 |
| 312 | 20 | Malloy, Ann J. | 116 Avenue A | 3095 |
| 312 | 21 | DeMaria, James and Kathleen, his wife | 114 Avenue A | 3096 |
| 313 | 1 | Clappsy, James R. | 164 JFK Memorial Blvd | 8810 |
| 313 | 2 | Kulik, William and Alice, his wife | 166 JFK Memorial Blvd | 3653 |
| 313 | 3 | Daddi, Rosalia | 168 JFK Memorial Blvd | 5723 |
| 313 | 4 | Roberts, Gregory A. and Jane, h/w | 172 JFK Memorial Blvd | 7505 |
| 313 | 5 | Messenger, Ronald and Virginia, his wife | 174 JFK Memorial Blvd | 3290 |
| 313 | 6 | Campos, Julio I. et al | 176 JFK Memorial Blvd | 7659 |
| 313 | 7 | Magda, Paul A. | 178 JFK Memorial Blvd | 8643 |
| 313 | 8 | Patella, Stacy | 124 W 6th St | 8419 |
| 313 | 9 | Langan, Vincent P. and Anne E., his wife | 122 W 6th St | 2975 |
| 313 | 10 | Socha, Steven Joseph | 120 W 6th St | 5529 |
| 313 | 11 | Harris, Leonard and Laura A., his wife | 116-118 W 6th St | 3068 |
| 313 | 12 | Kennedy, Annette T. | 114 W 6th St | 3500 |
| 313 | 13 | Weaver, James and Lori J., his wife | 112 W 6th St | 3610 |
| 313 | 14 | Grosso, Patrick J. Sharon L. McStine | 135 Humphery Ave | 8206 |
| 313 | 15 | Hester, Jr., John and Denna, h/w | 133 humphrey Ave | 7947 |
| 313 | 16 | Courain, Jr., Gerald and Ellen Mistretta | 131 Humphrey Ave | 5078 |
| 313 | 17 | Rosso, Jr., Donald R. and Nichole, h/w | 127 Humphrey Ave | 8545 |
| 313 | 18 | Boyle, Kevin and Kerry, h/w | 105-107 W 5th St | 7454 |
| 313 | 19 | Carine, Frank J. and Joanne, his wife | 109 W 5th St | 5116 |
| 313 | 20 | Russel, Jr., Frank | 111 W 5th St | 8081 |
| 313 | 21 | Brancatella, Nicholas and Donna, h/w | 113 W 5th St | 7167 |
| 313 | 22 | Trojan, John J. and Carol A., his wife | 115-119 W 5th St | 3311 |
| 313 | 23 | Russell, Scott | 121-123 W 5th St | 8794 |
| 313 | 24 | Ramdat, Sewpersaud and Leila, h/w | 125-129 W 5th St | 7323 |
| 314 | 1 | Brennan, Marie A. and Peter, her husband | 168 Humphrey Ave | 3078 |
| 314 | 2 | Ritter, Charles B. and Autora L. | 166 Humphrey Ave | 8468 |
| 314 | 3 | Perdomo, Norman | 164 Humphrey Ave | 7334 |
| 314 | 4 | Ortega, Jose A. and Catherine C., his wife | 162 Humphrey Ave | 8177 |
| 314 | 5 | Strzyz, Aleksandra et al | 160 Humphrey Ave | 8715 |
| 314 | 6 | Capazzi, Louis | 158 Humphrey Ave | 8186 |
| 314 | 7 | Canete, Richu and Flora A., h/w | 156 Humphrey Ave | 5661 |
| 314 | 8 | Baez, Carlos et al | 154 Humphrey Ave | 8493 |
| 314 | 9 | Mc Geady, Bernice and James A., her husband | 109 W 6th St | 5311 |
| 314 | 10 | Household Finance Corporation III | 107 W 6th St | 8783 |
| 314 | 11 | Torres, Christian G. and Luzyvette, h/w | 105 W 6th St | 8672 |
| 314 | 12 | Boyle, Tim | 103 W 6th St | 8001 |
| 314 | 13 | Darvalics, Joseph and Anne, his wife | 101 W 6th St | 2908 |
| 314 | 14 | Stachiw, Jr., Michael J. and Maryann, his wife | 99 W 6th St | 6032 |
| 314 | 15 | Marko, Richard and patti Lynn, his wife | 97 W 6th St | 4279 |
| 314 | 16 | McGee, James P. and Agnes, his wife | 95 W 6th St | 2233 |
| 314 | 17 | Lopez, Manuel and Gloria J., his wife | 93 W 6th St | 2931 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 314 | 18 | Ulysse, Luckner and Marie R., his wife | 91 W 6th St | 5144 |
| 314 | 39 | Ideal Window Mfg. Co., Inc. | 98 W 7th St | 3161 |
| 314 | 40 | Ideal Window Mfg. Co., Inc. | 100 W 7th St | 3161 |
| 314 | 41 | Ideal Window Mfg. Co., Inc. | 102-104 W 7th St | 3161 |
| 314 | 42 | Archiello, William | 104 W 7th St | 7101 |
| 314 | 43 | Archiello, William | 106 W 7th St | 7101 |
| 314 | 44 | Archiello, William | 108 W 7th St | 7101 |
| 314 | 45 | Kotowski, Ewa | 110 W 7th St | 7220 |
| 314 | 46 | City of Bayonne | 112 W 7th St | 2459 |
| 314 | 47 | Martinez, Jose L. and Danielle Pileggi | 112 W 7th St | 8172 |
| 314 | 48 | Quintella, Jose and Josefina | 114 W 7th St | 5205 |
| 314 | 49 | Pagano, Domenicantonio | 116 W 7th St | 4658 |
| 314 | 50 | Murphy, Rose M. | 118 W 7th St | 3060 |
| 315 | 1 | Christoe, Brian | 144 Humphrey Ave | 8614 |
| 315 | 2 | Masella, Joseph and Argilinda, his wife | 142 Humphrey Ave | 2477 |
| 315 | 3 | Mc Monagle, Patrick J. and Elizabeth A., h/w | 138-140 Humphrey Ave | 5515 |
| 315 | 4 | Mc Monagle, Patrick J. and Elizabeth A., h/w | 138-140 Humphrey Ave | 5515 |
| 315 | 5 | Halsey, Dennis J. and Judith, his wife | 134 Humphrey Ave | 3362 |
| 315 | 6 | Cambeiro, Manual and Maria, his wife | 132 Humphrey Ave | 4453 |
| 315 | 7 | Pratko, Robert F. and Gayle, h/w | 130 Humphrey Ave | 5508 |
| 333.01 | 1 | Oliveri, Mary Ellen Quinn | 16 Bayview Ct | 2338 |
| 333.01 | 2 | Lacey, Michael F. and Carol-Ann J., his wife | 18-20 Bayview Ct | 3261 |
| 333.01 | 4 | A 99 L.L.C. and 667 E. 34th St Owners Corp. | 22-46 Bayview Ct | 7841 |
| 333.01 | 5 | A 99 L.L.C. and 667 E. 34th St Owners Corp. | 97-103 Avenue A | 7841 |
| 333.01 | 6 | A 99 L.L.C. and 667 E. 34th St Owners Corp. | Avenue A | 7841 |
| 333.01 | 7 | IMTT_Interterminal Pipeline | Avenue A | 7262 |
| 333.02 | 1 | A 99 L.L.C. and 667 E. 34th St Owners Corp. | 97-103 Avenue A | 7841 |
| 333.02 | 2 | Nardini, Antonio and Michelle, his wife | 109 Avenue A | 3347 |
| 333.02 | 3 | Munoz, Carmen and Heriberto Torres, h/w | 111 Avenue A | 5538 |
| 333.02 | 4 | Machin, John and Jennifer, h/w | 113 Avenue A | 5864 |
| 333.02 | 5 | Machin, John and Jennifer, h/w | 10 Bayview Ct | 5864 |
| 333.02 | 6 | Nardini, Antonio and Michelle, his wife | Avenue A | 5286 |
| 334 | 1 | Prezioso, Ronald and Rita, his wife | 187 W 4th St | 4749 |
| 334 | 2 | Prezioso, Agnes T. | 185 W 4th St | 3701 |
| 334 | 3 | Delgrosso, Constantine and Nancy | 183 W 4th St | 5735 |
| 334 | 4 | Moniuszko, Anna | 181 W 4th St | 8739 |
| 334 | 5 | PA NYNJ | W 4th St and Margaret St | 1663 |
| 334 | 6 | Bleach, Patrick and Judith M., his wife | 165 W 4th St | 3203 |
| 334 | 7 | McNerney, Daniel and Mary Ellen, h/w | 161-163 W 4th St | 8631 |
| 334 | 8 | Langon, Robert G. and Barbara A., his wife | 159 W 4th St | 3402 |
| 334 | 9 | Condon, Kelly | 157 W 4th St | 7882 |
| 334 | 10 | Castro-Ortega, Carmen and Angel, w/h | 111 JFK Memorial Blvd | 7465 |
| 334 | 11 | Szymczak, Marek and Danuta, h/w | 113-117 JFK Memorial Blvd | 3779 |
| 334 | 12 | Parente, George W. and Barbara A, his wife | 119 JFK Memorial Blvd | 2928 |
| 334 | 13 | Harrington, Daniel J. and Catherine | 123-133 JFK Memorial Blvd | 8193 |
| 334 | 14 | Harrington, Gail, Executrix Catherine and Tho | 10 Margaret St | 3288 |
| 334 | 15 | Torres, Enrique A. and Paola A. Munoz | 12 Margaret St | 7685 |
| 334 | 16 | Fenlon, Shawn and Margaret M., h/w | 14 Margaret St | 8809 |
| 334 | 17 | Kackos, Dorothy and Gregory Schaefer | 18 Margaret St | 8665 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 334 | 18 | Cotter, Brian M. and Michele, h/w | 16 Margaret St | 7200 |
| 334 | 19 | Law, Brian | 36 Margaret St | 7164 |
| 334 | 20 | Cabrera, Cesar, et al | 110-112 Avenue A | 7622 |
| 334 | 21 | Gill, Robert E. | 106-108 Avenue A | 8632 |
| 334 | 22 | Danganan, James | 104 Avenue A | 7839 |
| 334 | 23 | Frazier, Lucia | 102 Avenue A | 4603 |
| 334 | 24 | Francis, Raymond A. and Cindy J. Lucey | 100 Avenue A | 7061 |
| 335 | 1 | McCarthy, Stephanie | 135 W 4th St | 5658 |
| 335 | 2 | Bigham, John M. et al | 133 W 4th St | 5543 |
| 335 | 3 | Cotter, Daniel and Agnes, his wife | 131 W 4th St | 2929 |
| 335 | 4 | Nolfo, Lodovico and Maria, his wife | 87 Trask Ave | 3207 |
| 335 | 5 | Guagenti, Joseph and Maria R. h/w | 89 Trask Ave | 7091 |
| 335 | 6 | Gryzb, Joan P. et al | 91 Trask Ave | 8374 |
| 335 | 7 | Thomas, Christine | 93 Trask Ave | 5897 |
| 335 | 8 | Moscato, Salvatore | 95 Trask Ave | 7233 |
| 335 | 9 | Gannon, John T. and Ellen T., his wife | 97 Trask Ave | 2694 |
| 335 | 10 | Miranda, Edward R. and Yajaira, h/w | 99 Trask Ave | 5987 |
| 335 | 11 | Campbell, Brian and Sophie, h/w | 101-111 Trask Ave | 5048 |
| 335 | 12 | Ciero-Kaminski, Suzanne M. | 128 JFK Memorial Blvd | 6090 |
| 335 | 13 | Arrigo, L.L.C. | 122-126 JFK Memorial Blvd | 8555 |
| 335 | 14 | Louie, Mun Sim and Yuk Chi, his wife | 120 JFK Memorial Blvd | 3584 |
| 335 | 15 | Bek Merg, Inc. | 114-118 JFK Memorial Blvd | 5922 |
| 335 | 16 | Burakovsky, Yakov | 112 JFK Memorial Blvd | 8533 |
| 336 | 19 | Wright, Henry and Susan, h/w | 116 W 5th St | 8662 |
| 336 | 20 | Janowski, Edward H., and Florence L., his wife | 120 W 5th St | 2936 |
| 336 | 21 | Kuklinski, James and Andrea, his wife | 106 Trask Ave | 3308 |
| 336 | 22 | Louro, Daisy | 104 Trask Avenue | 8800 |
| 336 | 23 | Deloughery, Michael J. and Colleen, his wife | 102 Trask Ave | 4465 |
| 345 | 1 | PA NYNJ | Juliette St & W 4th St | 1666 |
| 345 | 2 | Lavelle, George R. and Beatrice E., h/w | 49 Juliette St | 4737 |
| 345 | 3 | Zieniuk, Stanley J. and Florence, his wife | 47 Juliette St | 3082 |
| 345 | 4 | Sanniola, Dorothy, and Frank, her husband | 45 Juliette St | 2701 |
| 345 | 5 | Boehmke, Siegfried and Veronica, his wife | 41-43 Juliette St | 3476 |
| 345 | 6 | Boehmke, Siegfried and Veronica, his wife | 41-43 Juliette St | 3476 |
| 345 | 7 | Johnson, Robert and Sheila | 89-91 JFK Memorial Blvd | 8479 |
| 345 | 8 | Rama, Ramon and Maria, h/w | 93 JFK Memorial Blvd | 8668 |
| 345 | 9 | Barbulean, Nicholas | 95 JFK Memorial Blvd | 7624 |
| 345 | 10 | Torres, Antonio and Melissa A. Koch-Torres | 97 JFK Memorial Blvd | 8654 |
| 345 | 11 | Antos, Frank E. and Lorraine M. Carpenter | 99 JFK Memorial Blvd | 8632/8801 |
| 345 | 12 | Kirk, John W. and Barbara, his wife | 101 JFK Memorial Blvd | 7016 |
| 345 | 13 | Scott, Gregory J. and Nancy, h/w | 103 JFK Memorial Blvd | 8439 |
| 345 | 14 | Price, David and Joely, h/w | 105 JFK Memorial Blvd | 8723 |
| 345 | 15 | Campbell, Brian and Judy C., h/w | 107 JFK Memorial Blvd | 7309 |
| 345 | 16 | Passero, Suzane | 109 JFK Memorial Blvd | 3119 |
| 345 | 17 | Harsch, Robert and Dawn, his wife | 156 W 4th St | 5015 |
| 345 | 18 | Soriano, Elizabeth Reyes | 158 W 4th St | 5865 |
| 345 | 19 | Puopolo, Louis and Christine, h/w | 160 W 4th St | 5132/5376 |
| 345 | 20 | Weening, Charles A. and Chris A., h/w | 162 W 4th St | 5457 |
| 345 | 21 | Madea, Jody and Matthew, her husband | 164 W 4th St | 7810 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 345 | 22 | Herrick, Robert | 182 W 4th St | 3240/5635 |
| 345 | 23 | Sloan, Austin J., David J. and Kenneth D. | 184 W 4th St | 3889 |
| 345 | 24 | Morcos, Manal | 96 Avenue A | 8662 |
| 345 | 25 | Ambaby, Fakhar W. and Fouad W. Ata | 94 Avenue A | 8698 |
| 345 | 26 | Castillo, Yojang A. and Marcella M. Russell, h/w | 92 Avenue A | 7445 |
| 345 | 27 | Timpanaro, Joseph and Wayne Yarborough, Jr. | 90 Avenue A | 8489 |
| 345 | 28 | McGrath, Barbara J. and Patrick J, her husband | 88 Avenue A | 3399 |
| 345 | 29 | Cotter, Brian M. and Hathleen A. | 86 Avenue A | 6067 |
| 345 | 30 | Sclafane, Glenn L. and Pamela A., h/w | 84 Avenue A | 4426 |
| 345 | 31 | Cotter, Brian M. | 82 Avenue A | 5015 |
| 345 | 32 | Mowczan, Myron and Sophie, his wife | 80 Avenue A | 3641 |
| 346 | 1 | Youngclaus Development, LLC | 213 W 3rd St | 8765 |
| 346 | 2 | Svensen, Paul R. | 211 W 3rd St | 5928 |
| 346 | 3 | Riskalla, Youssef and Neamat Azer | 209 W 3rd St | 7318 |
| 346 | 4 | Gasbarro, Thomas and Denise, h/w | 207 W 3rd St | 6049 |
| 346 | 5 | Kaczka, Kasimer and Dorothy, his wife | 205 W 3rd St | 2959 |
| 346 | 6 | Toomey, Jospeh A. and Lucia J., h/w | 203 W 3rd St | 8734 |
| 346 | 7 | Ramunni, Dominick and Mary Ellen, his wife | 201 W 3rd St | 5218 |
| 346 | 8 | McCabe, Marc and Elizabeth, h/w | 199 W 3rd St | 5200 |
| 346 | 9 | Lewis Matthew, and Darlene, h/w | 197 W 3rd St | 8472 |
| 346 | 10 | Wolkowski, Henry and Iris, his wife | 195 W 3rd St | 6086 |
| 346 | 11 | PA NYNJ | W 3rd St and Juliette St | 1666/1698 |
| 346 | 12 | Bugeja, Emanuel and Antoinette, h/w | 185 W 3rd St | 2970 |
| 346 | 13 | Godeanu, Diana R. | 183 W 3rd St | 5900 |
| 346 | 14 | Dembowski, Rachele | 181 W 3rd St | 5701 |
| 346 | 15 | Joswick, Wayne W. and Joann, his wife | 179 W 3rd St | 3300 |
| 346 | 16 | Mincieli, Patrick and Josephine | 177 W 3rd St | 7455 |
| 346 | 17 | Mullane, Jr., Matthew V. and Neil Reynolds | 69 JFK Memorial Blvd | 4456 |
| 346 | 18 | Mulleady, Donal P. and Violet, his wife | 71 JFK Memorial Blvd | 8691 |
| 346 | 19 | Mulleady, Donal P. and Violet, h/w | 73 JFK Memorial Blvd | 7633 |
| 346 | 20 | Jacobs, Ruth C. and Rudolph A., her husband | 75 JFK Memorial Blvd | 3355 |
| 346 | 21 | Coon, John R. and Mary T., his wife | 77 JFK Memorial Blvd | 4801 |
| 346 | 22 | Vanick-Kennedy, LLC | 79-83 JFK Memorial Blvd & 42 Juliette S | 8209 |
| 346 | 23 | DeRusso, Joseph G. and Rose M., his wife | 85-87 JFK Memorial Blvd | 3219/3214 |
| 346 | 24 | Vanick-Kennedy, LLC | 79-83 JFK Memorial Blvd & 42 Juliette S | 8209 |
| 346 | 25 | Vanick-Kennedy, LLC | 44 Juliette St | 8473 |
| 346 | 26 | Barfield, Edward, et al | 46 Juliette St | 5370 |
| 346 | 27 | Amin, Nancy P. Malik, et al | 48 Juliette St | 3873/5420 |
| 346 | 28 | Smayda, Michael and Mary Ann Fleischman | 50 Juliette St | 3140/5940 |
| 346 | 29 | Board of Education, City of Bayonne | 54 Juliette St | 8659 |
| 346 | 30 | Board of Education, City of Bayonne | 70-76 Avenue A | 8659 |
| 346 | 31 | Board of Education, City of Bayonne | 66-68 Avenue A | 8659 |
| 347 | 1 | Massarelli, Ray J. | 15 Juliette St | 4009 |
| 347 | 2 | Incognito, Anthony and Marjorie, his wife | 11 Juliette St | 8676 |
| 347 | 3.01 | Wilton, Kevin and Victoria Kitsakis | 9 Juliette St | 8186 |
| 347 | 3.03 | Galella, Lori and Pedro Rei, her husband | 73 Trask Ave | 6054 |
| 347 | 4 | De Martino, Gerald S. | 75-77 Trask Ave | 3320 |
| 347 | 5 | Kaczka, Ronald | 79 Trask Ave | 1926 |
| 347 | 6 | Moraitis, Andreas and Lynn, his wife | 81 Trask Ave | 3460 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 347 | 7 | Peralta, Cristian and Karla, h/w | 83 Trask Ave | 7921 |
| 347 | 8 | Sisk, James F. III, and Joanne, his wife | 136 W 4th St | 4441 |
| 347 | 9 | Tufano, Steven | 138 W 4th St | 8239 |
| 347 | 10 | Patel, Vijay Kumar M. and Alka Vijay, his wife | 110 JFK Memorial Blvd | 4571 |
| 347 | 11 | W.B.C. Property Management, L.L.C. | 102-106 JFK Memorial Blvd | 5170 |
| 347 | 12 | Van Pelt, Judith E. and John R., h/w | 98 JFK Memorial Blvd | 4949 |
| 347 | 13 | Mauricio, Jose | 96 JFK Memorial Blvd | 7745 |
| 347 | 14 | Suarez, Donald R. and Kary | 94 JFK Memorial Blvd | 3603 |
| 347 | 15 | DeRosa, Mauro and Vitina, his wife | 92 JFK Memorial Blvd | 4117 |
| 347 | 16 | Anuszewski, Susan | 90 JFK Memorial Blvd | 8246 |
| 348 | 1 | Torello, Kim B. and Diane M., his wife | 159 W 3rd St | 5736 |
| 348 | 2 | Torello, Kim B. and Diane M., his wife | 157 W 3rd St | 5736 |
| 348 | 3 | Springer, Catherine H. | 155 W 3rd St | 8587 |
| 348 | 4 | Alcantra, Nelson and Jose Leal | 151-153 W 3rd ST | 7069 |
| 348 | 5 | Pinckney, Sr., Leroy and Lucille, his wife | 149 W 3rd St | 4848 |
| 348 | 6 | Castro, Mirza N. | 147 W 3rd St | 7113 |
| 348 | 16 | Aiello, Dominick and Betty, his wife | 14 Juliette St | 3860 |
| 348 | 17 | Aznar, Richard E. and Abbey S., his wife | 16 Juliette St | 3952 |
| 348 | 18 | Aiello, Dominick and Betty, his wife | 18 Juliette St | 2932 |
| 348 | 19 | Anuszewski, Susan and Theodore, her husband | 20 Juliette St | 5672 |
| 348 | 20 | Vazquez, Manuel and Luce, his wife | 22 Juliette St | 5856 |
| 348 | 21 | Pallitto, Jr., William R. and Linda, h/w | 84 JFK Memorial Blvd | 5303 |
| 348 | 22 | Micek, Glenn | 82 JFK Memorial Blvd | 5181 |
| 348 | 23 | Grzyb, Thomas and Nancy A., his wife | 80 JFK Memorial Blvd | 3051 |
| 348 | 24.01 | Ogorek, Jerzy and Grace, h/w | 70-72 JFK Memorial Blvd | 7424 |
| 348 | 24.02 | Sanchez, Maria I. and Piedad Vasquez | 74 JFK Memorial Blvd | 8349 |
| 348 | 24.03 | Rey, Solomon and Victoria, his wife | 76-78 JFK Memorial Blvd | 5481 |
| 360 | 1 | Rutherford Chemicals, L.L.C. | Avenue A | 7172 |
| 360 | 2 | Texaco Downstream Properties, Inc. | Avenue A | 8289 |
| 361 | 1 | PA NYNJ | Gertrude St and W 3rd St | 1668 |
| 361 | 2 | Rutherford Chemicals, LLC | 13-15 Gertrude St | 7575 |
| 361 | 3.01 | Boulevard Holdings, LLC | 9-11 Gertrude St | 7495 |
| 361 | 4.01 | Boulevard Holdings, LLC | 47-51 JFK Memorial Blvd | 7495 |
| 361 | 4.02 | Maggiore, Dino | 53-55 JFK Memorial Blvd | 7333 |
| 361 | 5 | Burakovsky, Yakov | 57 JFK Memorial Blvd | 8611 |
| 361 | 6 | Piniero, Marisol and Jorge | 61-67 JFK Memorial Blvd | 8693 |
| 361 | 7 | Piniero, Marisol and Jorge | 61-67 JFK Memorial Blvd | 8693 |
| 361 | 8 | Revilla, Crispin and Rosie, his wife | 178 W 3rd St | 4093 |
| 361 | 9 | Orlowski, Mary Joy and Mark, her husband | 180 W 3rd St | 5364 |
| 361 | 10 | Crawford, Josephine and Wayne | 182 W 3rd St | 8682 |
| 361 | 11 | Miller, Jack, et al | 184 W 3rd St | 2934/3109 |
| 361 | 12 | Rutherford Chemicals, LLC | Avenue A - W 3rd St to Gertrude St | 7172 |
| 362 | 1 | PA NYNJ | W 2nd St and Gertrude St | 1673 |
| 362 | 2 | Rogow Window Manufacturing Co., Inc. | 27 JFK Memorial Blvd | 3406 |
| 362 | 3 | Rutherford Chemicals, LLC | Avenue A - W 2nd St to Gertrude St. | 7172 |
| 363 | 1 | Waterford at Bayonne, L.L.C. | 28-58 JFK Memorial Blvd | 7826/7553 |
| 363 | 2 | Waterford at Bayonne, L.L.C. | 28-58 JFK Memorial Blvd | 7553 |
| 363 | 3 | Waterford at Bayonne, L.L.C. | 28-58 JFK Memorial Blvd | 7553 |
| 363 | 4 | Waterford at Bayonne, L.L.C. | 28-58 JFK Memorial Blvd | 7553 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 363 | 5 | Waterford at Bayonne, L.L.C. | 28-58 JFK Memorial Blvd | 7553 |
| 363 | 6 | Waterford at Bayonne, L.L.C. | 28-58 JFK Memorial Blvd | 7826 |
| 363 | 7 | Bayonne Housing Authority | W 2nd St W 3rd St | 2918 |
| 363 | 8 | Bayonne Housing Authority | W 2nd St W 3rd St | 2945 |
| 363 | 9 | Bayonne Housing Authority | W 2nd St W 3rd St | 2945 |
| 363 | 10 | Bayonne Housing Authority | W 2nd St W 3rd St | 2945 |
| 363 | 11 | Bayonne Housing Authority | W 2nd St W 3rd St | 2945 |
| 363 | 12 | Bayonne Housing Authority | W 2nd St W 3rd St | 2702 |
| 363 | 29 | Waterford at Bayonne, L.L.C. | 28-58 JFK Memorial Blvd | 7553 |
| 373 | 1 | Texaco Downstream Properties, Inc. | 247-251 W 1st St | 8289 |
| 373 | 2 | William's Industries, Inc. | 233-243 W 1st St | 3004 |
| 373 | 3 | PA NYNJ | W 1st st and W 2nd St | 1711 |
| 373 | 4 | Wasserman, Howard and Elsie G.K., his wife | 1 JFK Memorial Blvd | 3530 |
| 373 | 5 | Wong, Lillian and Wai, h/w | 3 JFK Memorial Blvd | 7454 |
| 373 | 6 | Fernandez, Santiago and Concepcion | 5 JFK Memorial Blvd | 5230 |
| 373 | 7 | Attisano, Carlo and Josephine, his wife | 7 JFK Memorial Blvd | 3242 |
| 373 | 8 | Oleski, Joseph J. and Frances, his wife | 9 JFK Memorial Blvd | 3242 |
| 373 | 9 | Sanchez, Henry and Dorothy, his wife | 11 JFK Memorial Blvd | 3233 |
| 373 | 10 | Nestico, Frank J. and Catherine, his wife | 13 JFK Memorial Blvd | 3239 |
| 373 | 11 | Pivano, Geraldine and Marcial D. | 15 JFK Memorial Blvd | 8811 |
| 373 | 12 | Reynolds, Andrew | 17 JFK Memorial Blvd | 4811 |
| 373 | 13 | Texaco Downstream Properties, Inc. | 247-251 W 1st St | 8289 |
| 373 | 14 | Texaco Downstream Properties, Inc. | 4-22 Avenue A | 8289 |
| 373 | 15 | T K Mak Limited Liability Co. | 2 Avenue A | 6031 |
| 374 | 1 | Basile, Gregory A. and Mary K. French | 37 Pontview Terr | 5043 |
| 374 | 2 | Velez, Victor and Cynthia, h/w | 35 Pointview Terr | 8397 |
| 374 | 3 | Espinal, Ligia and Ortiz, Joaquin | 33 Pointview Terr | 8828 |
| 374 | 4 | Konopka, Chester & Filomena, h/w | 31 Pointview Terr | 5531 |
| 374 | 5 | Wolenski, Mary Ann et al | 29 Pointview Terr | 8429 |
| 374 | 6 | Munoz, Cesar and Maritza, h/w | 27 Pointview Terr | 7579 |
| 374 | 7 | Ladzinski, Theodore and Helen, h/w | 25 Pointview Terr | 7225 |
| 374 | 8 | Kolakowski, Priscilla | 23 Pointview Terr | 2795 |
| 374 | 9 | Schell, Anna Mae | 21 Pointview Terr | 4797 |
| 374 | 10 | Pilick, Theodore | 19 Pointview Terr | 2960 |
| 374 | 11 | Squitieri, Mark & Joanne, his wife | 17 Pointview Terr | 4488 |
| 374 | 12 | Karis, Harry J. and Barbara L., his wife | 15 Pointview Terr | 2787 |
| 374 | 13 | Gavrun, Michael T., and Janet E., his wife | 13 Pointview Terr | 3090 |
| 374 | 14 | Dzikowski, Paul and Julia, h/w | 11 Pointview Terr | 7861 |
| 374 | 15 | Meka, Kathleen | 9 Pointview Terr | 5262 |
| 374 | 16 | Maier, Henry B. and Rhoda G., his wife | 7 Pointview Terr | 3134 |
| 374 | 17 | La Pelusa, Gerard and Linda, his wife | 5 Pointview Terr | 4507 |
| 375 | 1 | Borges, Arnaldo and Jamile, h/w | 42 Pointview Terr | 7368 |
| 375 | 2 | Leahey, Michael and Michele, h/w | 40 Pointview Terr | 3949 |
| 375 | 3 | Wisniewski, Edward | 38 Pointview Terr | 8810/5950 |
| 375 | 4 | Kessler, Thomas and Mary Lou, his wife | 36 Pointview Terr | 3283 |
| 375 | 5 | Zawistowski, Jan and Janina, his wife | 34 Pointview Terr | 4780 |
| 375 | 6 | Adamczyk, Stephen and Nicole, h/w | 32 Pointview Terr | 8751 |
| 375 | 7 | Roesinger, Gary and Joseph | 30 Pointview Terr | 7692 |
| 375 | 8 | Scialabba, Anthony L. and Bridget, his wife | 28 Pointview Terr | 3001 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 375 | 9 | Condon, John and Leona, his wife | 26 Pointview Terr | 3094 |
| 375 | 10 | Nerbak, Frank J. and Helen, h/w | 24 Pointview Terr | 5896 |
| 375 | 11 | Lanza, frank and Patricia, his wife | 22 Pointview Terr | 4090 |
| 375 | 12 | Scianni, Ralph | 20 Pointview Terr | 3716 |
| 375 | 13 | Donato, Joanne and Albert, her husband | 18 Pointview Terr | 8474 |
| 375 | 14 | Chaudhry, Mohammed | 16 Pointview Terr | 8555 |
| 375 | 15 | Schaefer, Eric and Donna, his wife | 14 Pointview Terr | 5828 |
| 375 | 16 | Pagano, Ralph and Florence J., his wife | 12 Pointview Terr | 3293 |
| 375 | 17 | Nolan, Scott and Michele, h/w | 10 Pointview Terr | 7911 |
| 375 | 30 | Sexton, Karen | 173 W 1st St | 6003 |
| 375 | 31 | Mieszkowski, John S. and Anna, his wife | 175 W 1st St | 2704 |
| 375 | 32 | Boyle, Maureen | 177 W 1st St | 7598 |
| 375 | 33 | Antisz, Stephen and Donna-Pona, his wife | 179 W 1st St | 4431 |
| 375 | 34 | Sloan, Robert F. and Elaine, his wife | 181 W 1st St | 3230 |
| 375 | 35 | Kuzmick, George and Stephanie, his wife | 183 W 1st St | 3020 |
| 375 | 36 | Pawlak, Richard | 185 W 1st St | 5122 |
| 375 | 37 | Magenheimer, Joseph and Joan, his wife | 187 W 1st St | 3311 |
| 375 | 38 | Poesl, Lynn and Zakytansky, Michael | 189 W 1st St | 8831 |
| 375 | 39 | Carey, Patricia Ann | 191 W 1st St | 4821 |
| 375 | 40 | Rooth, Diane | 193 W 1st St | 5208 |
| 375 | 41 | Takvorian, Lena and Walid H. Masoud | 195 W 1st St | 8668 |
| 375 | 42 | Point Builders, Inc. | 197 W 1st St | 2785 |
| 375 | 43 | Point Builders, Inc. | 199 W 1st St | 2785 |
| 375 | 44 | Point Builders, Inc. | 14 JFK Memorial Blvd | 2785 |
| 375 | 45 | Point Builders, Inc. | 16 JFK Memorial Blvd | 2785 |
| 390 | 1 | Texaco Downstream Properties, Inc. | Avenue A and W 1st St | 8289 |
| 391 | 1 | Texaco Downstream Properties, Inc. | Avenue A and W 1st St | 8289 |
| 391 | 2 | Texaco Downstream Properties, Inc. | Avenue A and W 1st St | 8289 |
| 391 | 3 | PA NYNJ | Kill Van Kull and W 1st St | 1701 |
| 391 | 4 | PA NYNJ | Kill Van Kull and W 1st St | 1701 |
| 391 | 5 | PA NYNJ | Kill Van Kull and W 1st St | 1701 |
| 392 | 1 | City of Bayonne | W 1st St | 3037 |
| 392 | 2 | City of Bayonne | W 1st St | 1924 |
| 392 | 3 | State of NJ Dept of Consv | W 1st st | 1924 |
| 392 | 11 | NJ Dept of Environmental Protection | 156-186 W 1st St | 1924 |
| 392 | 12 | NJ Dept of Environmental Protection | 156-186 W 1st St | 1924 |
| 392 | 13 | NJ Dept of Environmental Protection | 156-186 W 1st St | 1924 |
| 392 | 14 | NJ Dept of Environmental Protection | 156-186 W 1st St | 1924 |
| 392 | 15 | City of Bayonne | 156-186 W 1st St | 3037/2011 |
| 504 | 19 | Conrail | North St | 7143 |
| 510 | 1 | Conrail | North St | 7143 |
| 510 | 2 | Conrail | North St | 7143 |
| 511 | 2 | Conrail | W 5th St | 7143 |
| 511 | 5 | Conrail | W 5th St | 7143 |

# LIST OF OWNERS - STATEN ISLAND, NY 10302/10303

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1099 | 24 | Gil, Adelfo and Adelfo Gil, Jr. | 251 Nicholas Ave | 54750 |
| 1099 | 25 | FCNY Property T5, L.L.C. | 249 Nicholas Ave | 409945 |
| 1099 | 28 | Roda, Joseph, Trustee | 241 Nicholas Ave | 407870 |
| 1100 | 19 | Servidio, Vincent | 165 Blackford Ave | 324191 |
| 1100 | 22 | Ciliento, Connie | 271 Nicholas Ave | 4 |
| 1100 | 28 | D'Agostino, Joseph et al | 259 Nicholas Ave | 100880 |
| 1100 | 30 | Jakubowski, David W. | 253 Nicholas Ave | 2269 |
| 1101 | 1 | Sapardi-Gani, Agus | 303 Nicholas Ave | 145072 |
| 1101 | 3 | Tosado, Nilda | 301 Nicholas Ave | 19846 |
| 1101 | 4 | Johnson, Balign and Tanya, his wife | 297 Nicholas Ave | 11439 |
| 1101 | 6 | Wakeham, Elliot | 289 Nicholas Ave | 279868 |
| 1101 | 7 | Himmelstein, Dorothy and Jacob Himmelstein | 287 Nicholas Ave | 386833 |
| 1101 | 8 | Epstein, Henry et al | 285 Nicholas Ave | 216402 |
| 1101 | 9 | Paljevic, Seniha | 283 Nicholas Ave | 367082 |
| 1101 | 10 | Baez, Ramon and Evelyn Ortiz | 281 Nicholas Ave | 155528 |
| 1101 | 11 | Allum, Tawanna | 279 Nicholas Ave | 259495 |
| 1101 | 12 | Kubota, Jing J. | 277 Nicholas Ave | 361607 |
| 1101 | 13 | Ricca, Robert | 275 Nicholas Ave | 292595 |
| 1104 | 6 | Kirton, Sven and Yonnette Jackson, h/w | 341 Nicholas Ave | 118031 |
| 1104 | 7 | Holmes, Ronald | 339 Nicholas Ave | 83759 |
| 1104 | 8 | Gomez, Victor | 337 Nicholas Ave | 110072 |
| 1104 | 9 | Wisniewski, Pawel and Dorata Wisniewski | 335 Nicholas Ave | 103623 |
| 1104 | 11 | Nicholson, Niels P. and Phyliis K., h/w | 333 Nicholas Ave | 237435 |
| 1104 | 12 | Santiago, Michael | 329 Nicholas Ave | 341476 |
| 1104 | 13 | DeBenedictis, Riccardo and Christina A., h/w | 327 Nicholas Ave | 300319 |
| 1104 | 14 | Codd, Michael | 323 Nicholas Ave | 2322 |
| 1104 | 17 | Eissa, Natalie | 319 Nicholas Ave | 402249 |
| 1104 | 20 | Panek, Richard and Leonora, his wife | 315 Nicholas Ave | 2263 |
| 1104 | 22 | Lentz, Frank and Mary, his wife | 305 Nicholas Ave | 2325 |
| 1104 | 51 | Hardy, Jacqueline and Keith | 57 Hooker Pl | 12899 |
| 1104 | 53 | Ellis, Nancy A. and Michelle Lombardo | 61 Hooker Pl | 133755 |
| 1104 | 54 | Sela Development | 63 Hooker Pl | 12830 |
| 1105 | 1 | 2319 Richmond Terrace Corp. | 2319 Richmond Terr | 6090 |
| 1105 | 26 | Baylan, Inc. | 2351 Richmond Terr | 70 |
| 1105 | 31 | Paulina Realty Corp. | Richmond Terr | 6796 |
| 1105 | 36 | 2581 Richmond Terrace Realty Corp. | Richmond Terr | 1527 |
| 1105 | 51 | PA NYNJ | 2411 Richmond Terr | 668 |
| 1107 | 1 | PA NYNJ | 2485 Richmond Terr | 668 |
| 1107 | 100 | City of New York | 2529 Richmond Terr | 1269 |
| 1107 | 7,20,24 | Staten Island Mariner's Harbor | 2529,2531,2537 Richmond Terr | 9472 |
| 1116 | 1 | Beksinska, Boguslawa and Monika Koszalka | 59 John St | 7411 |
| 1116 | 4 | Garcia, Eleazar M. | 53 John St | 250109 |
| 1116 | 7 | Natale, Domenico and Agnese, his wife | 47 John St | 19410 |
| 1116 | 12 | Sigona, Angelo | 41 John St | 19915 |
| 1116 | 13 | Elci, Sergio | 37 John St | 230791 |
| 1116 | 14 | Elci, Sergio | 35 John St | 230790 |
| 1116 | 16 | Basso, Salvatore and Sabrina, h/w | John St | 19144 |
| 1116 | 19 | Cascio, Salvatore and Salvatore Valenziano | 21 John St | 9385 |
| 1116 | 24 | Lopez, John and Harry Bass | 19 John St | 79623 |
| 1116 | 26 | Velez, Elba and Luis Cirino | 15 John St | 42229 |
| 1116 | 28 | Cox, James et al | 11 John St | 78402 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1116 | 30 | Market Ops, L.L.C. and Richmond Audit, L.L.C. | 2400 Richmond Terr | 14455 |
| 1116 | 113 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1116 | 115 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1116 | 117 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1116 | 119 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1116 | 121 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1116 | 123 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1116 | 128-14 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1116 | 149-15 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1116 | 60-73 | Natalie Lyn, L.L.C. | John St | 8530 |
| 1120 | 1 | Dray, Mark K. | 1 Innis St | 157 |
| 1120 | 4 | Tolas, Charles | 9 Innis St | 232248 |
| 1120 | 7 | Gerardi Family Partners, L.L.C. | 15 Innis St | 368513 |
| 1120 | 10 | Caruso, Rosa | 19 Innis St | 2420 |
| 1120 | 13 | Rodriguez, Azalea M. | 72 St. Josephs Ave | 101282 |
| 1120 | 15 | Stewart, Basilio A. et al | 74 St. Josephs Ave | 282311 |
| 1120 | 16 | Wells, John N. and Donna M., h/w | 76 St. Josephs Ave | 10559 |
| 1120 | 18 | Charzewski, Stanley J. and Anna, his wife | 78 St. Josephs Ave | 1126 |
| 1120 | 19 | Mauro, Louis | 80 St. Josephs Ave | 17665 |
| 1120 | 21 | Amendolagine, Carol | 82 St. Josephs Ave | 6789 |
| 1120 | 22 | Jorif, Rolando | 84 St. Josephs Ave | 12879 |
| 1120 | 24 | Anderson, Joan E. | 86 St. Josephs Ave | 249999 |
| 1120 | 25 | Linwood, Goodwin P. and Porsche Linwood | 88 St. Josephs Ave | 114186 |
| 1120 | 27 | Shavuo, Harold | 92 St. Josephs Ave | 265532 |
| 1120 | 29 | Bush, William A. | 94 St. Josephs Ave | 11529 |
| 1120 | 31 | Roberts, Charmaine Z. and Wade E. Cockburn, h/w | 98 St. Josephs Ave | 11312 |
| 1120 | 50 | Garzon, Claudia M. | 244 Nicholas Ave | 337793 |
| 1120 | 54 | Plato, Shirley | 248 Nicholas ave | 9794 |
| 1121 | 1 | Port Richmond High School | No deed found | |
| 1121 | 20 | Imperato, Dominic and Eileen, his wife | 69 Innis St | 2092 |
| 1121 | 23 | Lacey, Christoper | 75 Innis St | 18507 |
| 1121 | 26 | Perosi, Gary and Linda | 79 Innis St | 356415 |
| 1121 | 33 | Shimrock, Kevin and Donna, his wife | 179-181 John St | 1516 |
| 1121 | 36 | Mansingh, Monica | 173 John St | 146899 |
| 1121 | 39 | Smith, Nancy | 171 John St | 10513 |
| 1121 | 40 | James, Adama and Annie Makor | 169 John St | 389435 |
| 1121 | 42 | Friedman, Carolyn | 167 John St | 15673 |
| 1121 | 43 | Ramirez, Robert and Milagros Enid Garcia | 165 John St | 267275 |
| 1121 | 44 | Joy, Doris M. and Judith Rose Tracey | 161 John St | 3632 |
| 1121 | 47 | Zbigniew, Drozd and Yvonne, his wife | 179 John St | 1571 |
| 1121 | 50 | Krah, Joshua G. | 151 John St | 9184 |
| 1121 | 51 | Dutan, Juan and Walter Mizhquiri | 149 John St | 19004 |
| 1121 | 53 | Parmar, Jang B. and Harsharan, his wife | 147 John St | 1538 |
| 1121 | 55 | Parmar, Jugraj Singh | 145 John St | 39918 |
| 1121 | 56 | Parmar, Jugraj Singh | 141 John St | 39913 |
| 1121 | 57 | Parmar, Jang Bahadur and Harsharan, his wife | 139 John St | 2351 |
| 1121 | 59 | Fanas, Mario Francisco | 133 John St | 48298 |
| 1121 | 62 | Czajkowski, David W. and Steven J. | 129 John St | 182543 |
| 1121 | 65 | Orea, Juan | 125 John St | 247120 |
| 1121 | 68 | Wausnock, Carmela | 119 John St | 204661 |
| 1121 | 69 | Palmer, Joyce and Vikki | 117 John St | 4060 |
| 1121 | 71 | Kondanna, Heenbunne | 115 John St | 19130 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1121 | 74 | Bement Corp. | John St | 60318 |
| 1121 | 85 | Santillan, Carlos and Estabania, his wife | 87 John St | 14 |
| 1121 | 92 | Heller, Dorothy and Stasiak, Henry | 83 John St | 14266 |
| 1121 | 95 | Williams, Diana | 77 John St | 11825 |
| 1121 | 98 | U.S. Bank National Association, as Trustee | 75 John St | 368319 |
| 1121 | 99 | Vega, Ivonne | 71 John St | 14123 |
| 1121 | 104 | Perez, Christopher | 63 John St | 8075 |
| 1121 | 105 | Rosario, Jack et al | 61 John St | 9418 |
| 1121 | 77,86,9 | City of New York | John St | 5759 |
| 1123 | 1 | Hernandez, Odilia | 85 Newark Ave | 116393 |
| 1123 | 3 | Ikpekpe, Eunice | 81 Newark Ave | 14115 |
| 1123 | 4 | Alcivar, Elvis | 73 Newark Ave | 374921 |
| 1123 | 7 | J. Massi Realty, L.L.C. | 67 Newark Ave | 321098 |
| 1123 | 10 | Van Guilder, Jac | 65 Newark Ave | 7346 |
| 1123 | 11 | Rubinstein, Yefim and Alla, his wife | 61B Newark Ave | 238266 |
| 1123 | 12 | Rubinstein, Yefim and Alla, his wife | 61A Newark Ave | 238243 |
| 1123 | 13 | Rubinstein, Yefim and Alla, his wife | 59B Newark Ave | 238401 |
| 1123 | 14 | Rubinstein, Yefim and Alla, his wife | 59A Newark Ave | 238403 |
| 1123 | 15 | Graziano, John | 55/57 Newark Ave | 309524 |
| 1123 | 19 | Rosario, Ramon | 53 Newark Ave | 209127 |
| 1123 | 20 | Rodriguez-Mendez, Mildred and Jonathan DeJesus | 51 Newark Ave | 218429 |
| 1123 | 21 | Cruz, Manuel and Angela Maria, his wife | 47 Newark Ave | 235651 |
| 1123 | 22 | Mendoza, Rosa E. and Marilyn Mendoza | 43 Newark Ave | 200784 |
| 1123 | 23 | Lofkoff Properties, L.L.C. | 39 Newark Ave | 407579 |
| 1123 | 25 | Morales, Leonardo and Janette Morales | 37 Newark Ave | 193467 |
| 1123 | 26 | Secretary of Housing and Urban Development | 35 Newark Ave | 415217 |
| 1123 | 27 | Colbert, Qiana and Randal, his wife | 33 Newark Ave | 193353 |
| 1123 | 28 | Williams, William J. and Aubrey Dancy | 31 Newark Ave | 200798 |
| 1123 | 29 | Grinberg Management and Development, L.L.C. | 29 Newark Ave | 415213 |
| 1123 | 30 | Rojas, Javier and Maria Pulido, his wife | 27 Newark Ave | 193461 |
| 1123 | 31 | Calderon, Albino and Lourdes Zuniga | 23 Newark Ave | 12407 |
| 1123 | 34 | 3 Brothers Compound Properties, L.L.C. | 15 Newark Ave | 201268 |
| 1123 | 51 | PA NYNJ | 2240 Richmond Terr | 692 |
| 1123 | 52 | Morningstar Auto Repairs, Inc. | 2432 Richmond Terr | 12 |
| 1123 | 76 | Mimidinovski, Zaim and Bakija, his wife | 36-38 John St | 18747 |
| 1123 | 78 | Funez, Yessenia P. | 40 John St | 302103 |
| 1123 | 79 | Howard, Debra and Stephanie Wright | 42 John St | 334153 |
| 1123 | 80 | Pascall, Michael and Pascall, Gemma | 47 John St | 16559 |
| 1123 | 81 | Weaver, David | 46 John St | 383064 |
| 1123 | 82 | Mormile, Michael S. and Elizabeth A., his wife | 48 John St | 5879 |
| 1123 | 85 | Gonchar, Darrin | 56 John St | 20039 |
| 1123 | 88 | Santana, Idalia | 58 John St | 11944 |
| 1123 | 90 | Myers, John B. and Nancy J., his wife | 60 John St | 1284 |
| 1123 | 91 | Cesario, John and Theresa, his wife | 64 John St | 1950 |
| 1123 | 93 | Freire, Jaime | 68 John St | 10827 |
| 1123 | 96 | Munoz, Ralph | 72 John St | 15216 |
| 1123 | 99 | Prosper, Iris | 80 John St | 9885 |
| 1123 | 102 | Morton, Stephanie and Bernard Mone | 84 John St | 232850 |
| 1123 | 103 | Kenniff, Steven and Jason Gioia | 86 John St | 262149 |
| 1123 | 105 | Webb, Frank and Karen, his wife | 92 John St | 14 |
| 1123 | 108 | Ortner, Marcel and Marvin Blush | 94 John St | 320720 |
| 1123 | 112 | City of New York | John St | 5759 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1123 | 113 | City of New York | John St | 5759 |
| 1123 | 114 | Grieco, Michael | John St | 2197 |
| 1123 | 115 | City of New York | John St | 5759 |
| 1123 | 116 | City of New York | John St | 5759 |
| 1123 | 120 | Cee Jay Real Estate Development Corp. | John St | 160700 |
| 1123 | 121 | Garcia, Mark and Tricia Elder-Garcia | 45 Newark Ave | 219638 |
| 1123 | 122 | Puzo, Jr., Ronald et al | 41 Newark Ave | 195543 |
| 1123 | 220 | Parker, Desmond L. | 49 Newark Ave | 195546 |
| 1123 | 41,48 | VSDM Development Corp. | 5/7 Newark Ave | 163906 |
| 1124 | 2 | Sandy, Fiorela | 113 Innis St | 155608 |
| 1124 | 3 | Herrera, Miriam | 117 Innis St | 155273 |
| 1124 | 4 | PA NYNJ | 119 Innis St | 148 |
| 1124 | 8 | Mitchell, Michael G. | 141 Eaton Pl | 1349 |
| 1124 | 9 | Arroya, Anthony J. | 139 Eaton Pl | 8492 |
| 1124 | 10 | Moyal, Douglas and Dean Mavrides | 137 Eaton Pl | 20209 |
| 1124 | 11 | Attia, Nadar | 135 Eaton Pl | 300000 |
| 1124 | 12 | Najjar, Devon | 133 Eaton Pl | 275556 |
| 1124 | 13 | Torres, Efrain and Luis A. Baez | 129 Eaton Pl | 13019 |
| 1124 | 14 | Pittman, Patricia I. and Patricia A. Jackson | 127 Eaton Pl | 11876 |
| 1124 | 16 | Chloe, L.L.C. | 121 Eaton Pl | 269296 |
| 1124 | 17 | Chloe, L.L.C. | 119 Eaton Pl | 269297 |
| 1124 | 32 | City of New York | 95 Eaton Pl | 5759 |
| 1124 | 43 | Roschewsk, Carol and Lisa Ann Roschewsk | 144 John St | 7163 |
| 1124 | 44 | City of New York | Eaton Pl | 5759 |
| 1124 | 45 | Vannucci, Delfina | 146 John St | 16800 |
| 1124 | 46 | May, Joseph A. and Robert A. May | 148 John St | 17414 |
| 1124 | 47 | Perez, Nelson and Maria, h/w | 152 John St | 13853 |
| 1124 | 48 | Tuff, Joseph and Anne | 154 John St | 1 |
| 1124 | 49 | Kolbe, Douglas and gloria, h/w | 156 John St | 87590 |
| 1124 | 50 | Schenk, Richard V. et al | 158 John St | 1719 |
| 1124 | 51 | Rizzi, Michael L. and Rosemary Rizzi | 162 John St | 38 |
| 1124 | 53 | Gomez, Deyanira | 164 John St | 171135 |
| 1124 | 54 | Cruz, Richard | 166 John St | 105298 |
| 1124 | 55 | Richards, Anthony and Jeanette Patterson | 168 John St | 2283 |
| 1124 | 56 | Dotson, David and Michael Barravecchia | 172 John St | 244178 |
| 1124 | 58 | Fanizzi, Thomas R. and Steffani Anne, his wife | 174 John St | 3208 |
| 1124 | 59 | Dray, Mark K. | 176 John St | 2875 |
| 1124 | 62 | Rizzo, Don Martin | 180 John St | 18771 |
| 1124 | 63 | Osman, Hassan and Khalid Hussein | 182 John St | 78664 |
| 1124 | 70 | City of New York | John St | 5759 |
| 1124 | 15-17 | Bruno, Robert and Joseph Pietracatella | 125 Eaton Pl | 115822 |
| 1124 | 18-27 | City of New York | 97-115 Eaton Pl | 5759 |
| 1124 | 36-37 | City of New York | John St and Douglas St | 5759 |
| 1124 | 39-42 | City of New York | John St | 5759 |
| 1125 | 8 | Richmond Tech Auto Inc. | 135 Morningstar Rd | 9763 |
| 1125 | 10 | Avenoso, Luis | 127 Morningstar Rd | 1767 |
| 1125 | 28 | Newberg, Robert and George Sigalos | Morningstar Rd | 2437 |
| 1125 | 29 | Smith, Donald R. and Sonia Berrios, his wife | 73 Morningstar Rd | 8 |
| 1125 | 32 | Argumper, Anthony H. and Florence E. Argumper | 71 Morningstar Rd | 9742 |
| 1125 | 33 | Negrete, Cesar and Joyce, h/w | 67 Morningstar Rd | 8258 |
| 1125 | 35 | Crespo, Ernesto | 63 Morningstar Rd | 16534 |
| 1125 | 38 | Gonzalez, Jr., Juan and Rita, h/w | 57 Morningstar Rd | 239230 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1125 | 41 | Gangoo, Hardeo Vernon and Rosalind Gangoo | 53 Morningstar Rd | 182481 |
| 1125 | 42 | Brennan, Reena C. and Sarah S. Dasrath | 49 Morningstar Rd | 18390 |
| 1125 | 44 | Stone, Andrew and Samantha, h/w | 47 Morningstar Rd | 144301 |
| 1125 | 45 | Stone, Andrew and Samantha, his wife | 45 Morningstar Rd | 144294 |
| 1125 | 46 | Rodriguez, Enrique | 43 Morningstar Rd | 103218 |
| 1125 | 49 | Seeloch, Ghansham | 35 Morningstar Rd | 70897 |
| 1125 | 53 | Alvarez, Julio | 29 Morningstar Rd | 5818 |
| 1125 | 57 | Humber, Stephen | 25 Morningstar Rd | 356926 |
| 1125 | 59 | Prendergrass, Reginald, and Mona El-Sherif | 19 Morningstar Rd | 18374 |
| 1125 | 62 | Santopietro, Jr., Arthur | 13 Morningstar Rd | 49246 |
| 1125 | 65 | 2480 Richmond Terrace Real Estate Corp. | 3/11 Morningstar Rd/2480 Richmond Terr | 53553 |
| 1125 | 1,75 | PA NYNJ | Newark Ave - Eaton Pl | 667 |
| 1125 | 14,25 | City of New York | Newark Ave (former RR) | 5759 |
| 1125 | 17,22 | City of New York | Newark Ave (former RR) | 5759 |
| 1126 | 1 | Perry, Charles K. and Elizabeth A., his wife | 67 Trantor Pl | 10032 |
| 1126 | 4 | Cofano, Brian and Marissa, his wife | 61 Trantor Pl | 10967 |
| 1126 | 7 | Gilson, John R. and Michelle A. | 59 Trantor Pl | 42 |
| 1126 | 8 | Amon, Keith and Randye Ericson | 57 Trantor Pl | 343252 |
| 1126 | 9 | Pali, Musa et al | 51 Trantor Pl | 19705 |
| 1126 | 12 | Malec, Jaroslaw and Anna, his wife | 45 Trantor Pl | 19743 |
| 1126 | 13 | Unokiwe, Oni | 43 Trantor Pl | 5829 |
| 1126 | 14 | Andrzej Kotlewski and Maria Kotlewski | 39 Trantor Pl | 2633 |
| 1126 | 17 | Collado, Miguel | 37 Trantor Pl | 14434 |
| 1126 | 19 | Ancona, Laura | 31 Trantor Pl | 163207 |
| 1126 | 22 | Wickremesinghe, Prasanna C. and Laura Ancone, h | 29 Trantor Pl | 137687 |
| 1126 | 25 | Williams, Clarice R. | 23 Trantor Pl | 8791 |
| 1126 | 26 | Palmieri, Neal James and Linda A., h/w | 21 Trantor Pl | 75533 |
| 1126 | 27 | Omar, Naswah | 17 Trantor Pl | 171729 |
| 1126 | 32 | Hastings, Ann Marie | 38 Innis St | 19149 |
| 1126 | 34 | Joda, Olawutoyin | 36 innis St | 16038 |
| 1126 | 35 | Sela, Gal | 34 Innis St | 55097 |
| 1126 | 36 | Brooks, Jacqueline | 30 Innis St | 158867 |
| 1126 | 40 | Devlin, Robert and Mary, h/w | 22 Innis St | 19664 |
| 1126 | 43 | Chatfield, Anthony and Margaret, h/w | 16 Innis St | 388655 |
| 1126 | 45 | Perine, Jr., Robert | 14 Innis St. | 14 |
| 1126 | 46 | Capizzi, Vincent | 272 Nicholas Ave | 125984 |
| 1126 | 48 | Ahmad, Rami A. | 274 Nicholas Ave | 290301 |
| 1126 | 49 | Ahmad, Rami A. | 276 Nicholas Ave | 283831 |
| 1126 | 50 | Ciliento, Paul and Connie, his wife | 280 Nicholas Ave | 2048 |
| 1126 | 52 | Akande, Moshood A. | 282 Nicholas Ave | 100159 |
| 1126 | 53 | Herrera, Renee | 284 Nicholas Ave | 71000 |
| 1126 | 54 | Rivera, Miguel and Sylvia Rivera | 286 Nicholas Ave | 257983 |
| 1126 | 55 | Vasquez, Eduardo | 288 Nicholas Ave | 131791 |
| 1126 | 56 | Orea, Santos and Maria, his wife | 290 Nicholas Ave | 175394 |
| 1126 | 57 | Stephen, Marie M. and Joseph Stephen | 294 Nicholas Ave | 140036 |
| 1126 | 61 | Nicholas Properties, Ltd. | 300 Nicholas Ave | 6321 |
| 1126 | 62 | Morcos, Alber | 302 Nicholas Ave | 10672 |
| 1126 | 63 | Morcos, Alber | 304 Nicholas Ave | 10667 |
| 1126 | 65 | Malko, Gregory C. | 310 Nicholas Ave | 6834 |
| 1126 | 68 | Malko, Gregory C. and Joyce Malko | 314 Nicholas Ave | 6026 |
| 1126 | 70 | Foley, Joseph W. and Catherine, his wife | 318 Nicholas Ave | 941 |
| 1126 | 72 | Vender, Robert and Kathleen Vender | 322 Nicholas Ave | 7313 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1126 | 74 | Bonomo, Anthony J. and Elsie T., his wife | Nicholas Ave | 2272 |
| 1126 | 76 | Russo, Carlo and Martha E., his wife | Nicholas Ave | 1715 |
| 1126 | 78 | Quijano, Sr., Carmelo M. and Miriam G. Quijano | 334-336 Nicholas Ave | 829 |
| 1126 | 80 | Freist, George G. and Jane, his wife | Nicholas Ave | 1441 |
| 1126 | 84 | Campbell, Brian | 350 Nicholas Ave | 54052 |
| 1126 | 87 | Liberty Plus Real Estate, L.L.C. | 97 Hooker Pl | 20462 |
| 1126 | 88 | Thomas, France | 99 Hooker Pl | 17573 |
| 1126 | 89 | Walters, Christopher and Deborah, h/w | 101 Hooker Pl | 18377 |
| 1126 | 91 | Olvina, Gary | 103 Hooker Pl | 16954 |
| 1126 | 93 | Vasquez, Audrey and Nancy Wylie | 109 Hooker Pl | 9037 |
| 1126 | 96 | Omar, Issam | 113 Hooker Pl | 17580 |
| 1126 | 99 | Cruz, Maria | 115 Hooker Pl | 337093 |
| 1126 | 102 | Bryant, Claude and Iona Angevin | 75 Trantor Pl | 6738 |
| 1126 | 18,20 | Giallorenzo, Patrick and Eleanor, his wife | 35 Trantor Pl | 6934 |
| 1126 | 28,29 | Piecyk, II, Romual J. and Christine McLaughlin | 15 Trantor Pl | 13423 |
| 1127 | 7 | Grinberg Management and Development, L.L.C. | 219 Morningstar Rd | 397672 |
| 1127 | 10 | Ramos, Melody and Melody I. Ramos | 217 Morningstar Rd | 10008 |
| 1127 | 12 | Tanghal, Blesilda | 211 Morningstar Rd | 116905 |
| 1127 | 13 | Grippo, Jr., Robert | 207 Morningstar Rd | 17451 |
| 1127 | 16 | Reyes, Lorenzo and Adriana Reyes | 203 Morningstar Rd | 38676 |
| 1127 | 18 | Mangroo, Ricknauth and Shana Nadira Mangroo | 199 Morningstar Rd | 13658 |
| 1127 | 19 | McMillan, Lorraine | 197 Morningstar Rd | 14448 |
| 1127 | 20 | Pardinas, Iris | 195 Morningstar Rd | 54693 |
| 1127 | 21 | Tarpeh, Agnes Bendu and Jeremiah, h/w | 193 Morningstar Rd | 20477 |
| 1127 | 22 | Jaume, Jr., Eric and Malina, h/w | 191 Morningstar Rd | 273580 |
| 1127 | 23 | Asik, Fidel and Maqura Molley Kammah | 187 Morningstar Rd | 273610 |
| 1127 | 24 | Whitehurst, Leslie and Michelle Jackson | 185 Morningstar Rd | 13034 |
| 1127 | 25 | Czap, Joseph and Louis Delgado | 183 Morningstar Rd | 171706 |
| 1127 | 26 | Johnson, Thelma and Denise L. Johnson | 181 Morningstar Rd | 299458 |
| 1127 | 27 | Pacheco, Cliff | 179 Morningstar Rd | 13232 |
| 1127 | 34 | Lake, Robert | 163 Morningstar Rd | 292 |
| 1127 | 37 | Weiss, Richard and Pacita, h/w | 157 Morningstar Rd | 209864 |
| 1127 | 41 | Avenosa, Luisa | 151 Morningstar Rd | 4393 |
| 1127 | 42 | Rivera, Jose L. | 149 Morningstar Rd | 8369 |
| 1127 | 43 | Sher, Gary W. | 147 Morningstar Rd | 14 |
| 1127 | 45 | Sher, Gary and Janet, his wife | 145 Morningstar Rd | 5296 |
| 1127 | 1,47 | PA NYNJ | Morningstar Rd - Innis St | 666 |
| 1131 | 30 | Ventrudo, Giovanna | 43 Walker St | 20 |
| 1131 | 32 | Hefferan, Gloria | 47 Walker St | 104950 |
| 1131 | 35 | Abbatiello, Nicholas M. and Margaret, his wife | Walker St | 1540 |
| 1131 | 37 | Guzman, Benigno and Guadalupe, his wife | 59 Walker St | 175614 |
| 1131 | 40 | Lopes, Diane C. and Michael Bonisisio | 91 Walker St | 282811 |
| 1131 | 43 | Faublas, Ricardo and Eveline Remy | 97 Walker St | 188945 |
| 1131 | 46 | Crossroads Limited, L.L.C. | 101 Walker St | 103187 |
| 1131 | 49 | Gundacker, Leslie J. | 105 Walker St | 20122 |
| 1131 | 52 | Yacobellis, Maryalyce | 121 Trantor Pl | 777 |
| 1131 | 54 | Guzman, Lorena | 119 Trantor Pl | 149245 |
| 1131 | 55 | Anthony J. Luongo Irrevocable Trust et al | 117 Trantor Pl | 270511 |
| 1131 | 56 | Anthony J. Luongo Irrevocable Trust et al | Trantor Pl | 165936 |
| 1131 | 58 | Anthony J. Luongo Irrevocable Trust et al | 109 Trantor Pl | 181387 |
| 1131 | 60 | Martinez, Maria | 101 Trantor Pl | 11705 |
| 1131 | 67 | Sims, Fatu | 102 Hooker Pl | 11752 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1131 | 70 | Alexander, Philip and Josephine, his wife | 100 Hooker Pl | 1772 |
| 1131 | 73 | Liiv, Jaan and Mary, his wife | 92 Hooker Pl | 1489 |
| 1131 | 77 | Palladino, Dominick A. and Inez, his wife | 74 Hooker Pl | 2171 |
| 1131 | 80 | Katugampala, Dharmasiri | 70 Hooker Pl | 6959 |
| 1131 | 83 | Venditti, Patricia and Michelle Harrel | 64 Hooker Pl | 389040 |
| 1132 | 13 | Whyte, John and Melissa | 25 Dixon Ave | 126644 |
| 1132 | 16 | Mikoku, Daniel and Yewande, his wife | 27 Dixon Ave | 184289 |
| 1132 | 17 | Solis, Leonardo | 29 Dixon Ave | 463511 |
| 1132 | 18 | Bartolome, Raul and Lalaine L., his wife | 39 Dixon ave | 279990 |
| 1132 | 19 | Kissi, Gibson O. and Hannah, his wife | 525 Villa Ave | 121251 |
| 1132 | 20 | Perez, Milagros et al | 521 Villa Ave | 216025 |
| 1132 | 22 | Otero, ManuelLenia Villafana | 517 Villa Ave | 126741 |
| 1132 | 26 | Kadria, Fatos and Hene, his wife | 511 Villa Ave | 14970 |
| 1132 | 27 | Ho, Wing Nang and Yan Ping Ho | 503 Villa Ave | 253200 |
| 1132 | 29 | Najjar, Devon | 499 Villa Ave | 240855 |
| 1132 | 30 | Peterson Veronica | 495 Villa Ave | 404238 |
| 1132 | 34 | Najjar, Devon | 491 Villa Ave | 322624 |
| 1132 | 68 | Leone, Julia | Villa Ave and Walker St | 1512/1543 |
| 1132 | 70 | Leone, Julia | Walker St | 1437 |
| 1132 | 73 | Sampang. Ernesto and Joselene D., his wife | 42 Walker St | 5809 |
| 1132 | 35135 | Villa Avenue Building Associates, L.L.C. | Villa Ave | 42004 |
| 1133 | 1 | Cangialosi, Carl and Antoinette, his wife | Dixon Ave and Villa Ave | 1416 |
| 1133 | 6 | Ross, Robert E. | 73 Dixon Ave | 6156 |
| 1133 | 8 | Collo, Frank R. | Dixon Ave and Trantor Pl | 2138 |
| 1133 | 13 | CL Trantor L.L.C. | Trantor Pl | 397949 |
| 1133 | 70 | Mariner's Harbor Congregation of Jehova's Witnes | 158 Walker St | 6036 |
| 1133 | 76 | New York Pentecostal Assembly Staten Island | Trantor Pl and Walker St | 5840 |
| 1133 | 78 | CL Trantor L.L.C. | Trantor Pl | 397949 |
| 1133 | 85 | CL Trantor L.L.C. | Trantor Pl | 397949 |
| 1133 | 86 | Romano, David | 10 Sage Ct | 19961 |
| 1133 | 89 | Brooks, David and Lisa, h/w | 110 Walker St | 9482 |
| 1133 | 92 | Tenerelli, Phillip A. and Maritza, his wife | 100 Walker St | 214287 |
| 1133 | 95 | Olsen, Alice | 94 Walker St | 20046 |
| 1133 | 98 | Cabrera, Jose and Fermina, h/w | 90 Walker St | 292934 |
| 1133 | 100 | Wikman, Richard | 88 Walker St | 12743 |
| 1133 | 103 | Garpestad, Christopher and Marjorie, his wife | 430 Villa Ave | 7837 |
| 1133 | 104 | Garpestad, Erling and Anne, his wife | 434 Villa Ave | 7863 |
| 1133 | 114 | Ajello, George D. and Jane E., his wife | 452 Villa Ave | 1929 |
| 1133 | 117 | Sollazzo, John M. | 458 Villa Ave | 189301 |
| 1133 | 119 | Tzoutzoulis, Hristos | 462 Villa Ave | 189301 |
| 1133 | 122 | Rodriguez, Nestor | 468 Villa Ave | 13506 |
| 1133 | 123 | Clark, Alla M. | 470 Villa Ave | 364471 |
| 1133 | 124 | Clark, Alvis | 472 Villa Ave | 364472 |
| 1133 | 126 | Marrero, Maria | 474 Villa Ave | 13665 |
| 1133 | 128 | Suleiman, Falah | 480 Villa Ave | 13075 |
| 1133 | 131 | Schiano, Michael F. and Cathy, his wife | 484 Villa Ave | 10727 |
| 1133 | 133 | Jayasuriya, Udaya and Sirima P. Hewamudalige | 488 Villa Ave | 18960 |
| 1133 | 135 | LeCorre, Pierre | 492 Villa Ave | 135081 |
| 1133 | 138 | Fleming, Diane | 498 Villa Ave | 362297 |
| 1133 | 141 | Giaccio, Ralph and Genevieve, his wife | 502 Villa Ave | 1498 |
| 1133 | 144 | Tuff, Marjorie A. | 506 Villa Ave | 351030 |
| 1133 | 146 | Cruz, Miguel A. and Maria D. Almendral, his wife | 512 Villa Ave | 3140 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1133 | 149 | Rodriguez, Julio Angel | 516 Villa Ave | 405758 |
| 1133 | 176 | Barquero, Juan and Diane Barquero, his wife | 140 Trantor Pl | 17957 |
| 1133 | 177 | Girgis, Nassr and Amane, his wife | 142 Trantor Pl | 16381 |
| 1133 | 178 | Dupree, Wendell | 144 Trantor Pl | 18021 |
| 1133 | 179 | Diop, Cheikh | 146 Trantor Pl | 93375 |
| 1133 | 180 | Alaquie, Rafic Nemer | 148 Trantor Pl | 247344 |
| 1133 | 181 | Budny, Grzegorz and Budna, Grace | 152 Trantor Pl | 19745 |
| 1133 | 186 | Garpestad, Christopher and Marjorie, his wife | 12 Sage Ct | 19745 |
| 1133 | 188 | Mgbejume, Godfrey C. and Blessing Ogudiegwu, hi | 22 Sage Ct | 82926 |
| 1135 | 1 | City of New York | 81 Walker St | 306 |
| 1136 | 6 | Bennett, Charles and Stepanie Zuzworsky, h/w | 125 Dixon Ave | 10826 |
| 1136 | 9 | Maule, Wade E. and Janet S., his wife | 133 Dixon Ave | 2260 |
| 1136 | 11 | Simons, Alexandra C. | 137 Dixon Ave | 384318 |
| 1136 | 13 | Cintron, Freddie and Yolanda Cintron | 141 Dixon Ave | 270781 |
| 1136 | 15 | Mathew, Varughese and Sheelu, his wife | Dixon Ave | 9691 |
| 1136 | 17 | Murray, Robert and Elaine J., his wife | 149 Dixon Ave | 1754 |
| 1136 | 19 | Cardona, Marco A. and Evelyn Cardona | 153 Dixon Ave | 345625 |
| 1136 | 21 | Widmayer, Michael and Lucille, h/w | 157 Dixon Ave | 9496 |
| 1136 | 23 | Juliano, Jr., Joseph D. | 165 Dixon Ave | 7246 |
| 1136 | 31 | Juliano, Jr., Joseph D. | 169 Dixon Ave | 7246 |
| 1136 | 36 | Miziolek, Jonathan | 401 Morningstar Rd | 9158 |
| 1136 | 38 | Cusick, Greg V. | 397 Morningstar Rd | 13444 |
| 1136 | 39 | Raiola, Teresa | 395 Morningstar Rd | 100112 |
| 1136 | 40 | Baretti, Philip | 393 Morningstar Rd | 151945 |
| 1136 | 41 | Raiola, Stephen | 395 Morningstar Rd | 96909 |
| 1136 | 42 | Delgado, Nelson and Rosa, h/w | 389 Morningstar Rd | 127873 |
| 1136 | 43 | Haq Rana N. and Uzma N., his wife | 387 Morningstar Rd | 308464 |
| 1136 | 44 | Patriarca, Benedetta and Anna Patriarca | 385 Morningstar Rd | 18579 |
| 1136 | 46 | Maher, Kathleen and Gayle Scala | 379 Morningstar Rd | 12883 |
| 1136 | 48 | Belizaire, Antonio | 375 Morningstar Rd | 15306 |
| 1136 | 110 | Cialino, John and Theresa, his wife | 321 Morningstar Rd | 2176 |
| 1136 | 112 | Tsamos, Christopher and Tara Lynn, his wife | 317 Morningstar Rd | 57895 |
| 1136 | 114 | Caraballo, Evelyn | 311E Morningstar Rd | 85765 |
| 1136 | 117 | Burns, Susan and Marie Giummo, and as trustees | 307 Morningstar Rd | 19605 |
| 1136 | 120 | Di Biase, Claudia | 216 Walker St | 233272 |
| 1136 | 124 | Anwana, Ekanem | 210 Walker St | 171739 |
| 1136 | 127 | Wilson, Sonja and Gloria Edwards | 208 Walker St | 8855 |
| 1136 | 128 | Sosa, Luis and Gerardo Ponce | 206 Walker St | 15139 |
| 1136 | 129 | Aloi, Joseph and Jodimarie Kazdan | 202 Walker St | 10787 |
| 1136 | 131 | City of New York | Walker St | 25 |
| 1136 | 132 | Soto, Armando and Olivia, h/w | 311 A Morningstar Rd | 269486 |
| 1136 | 133 | Lynn, Cho Mar | 311 B Morningstar Rd | 345594 |
| 1136 | 134 | Debruce, Christie | 311 C Morningstar Rd | 396155 |
| 1136 | 135 | Yip, Bin Tong and Wei Jun Wu | 311 D Morningstar Rd | 364650 |
| 1136 | 225 | D'Angelo, Rose | 10 St. Adelberts Pl | 2224 |
| 1136 | 227 | Corniel, Elias and Lisa, his wife | 14 St. Adelberts Pl | 9987 |
| 1136 | 229 | Bros, Richard and Jeanine, h/w | 18 St. Adelberts Pl | 12297 |
| 1136 | 231 | Howard, Jacqueline Dupree and George E., h/w | 22 St. Adalberts Pl | 17476 |
| 1136 | 237 | Peakmont Corp. | 40/58 Willow Road West | 8127 |
| 1136 | 200* | City of New York (Deed for Tax Lien Foreclosure)** | Willow Rd W | 25 |
| 1136 | 200* | Garcia, Suesette and Andres Garcia** | 26 St. Adalbert Pl | 82652 |
| 1136 | 63* | City of New York (Deed for Tax Lien Foreclosure)** | Morningstar Rd | 25 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1136 | 63* | Polish R.C. Church of St. Adalbert** | 337 Morningstar Rd | 330 |
| 1139 | 32 | Shihadeh, mohammad | 11 Van Riper St | 18613 |
| 1140 | 37 | Speranza, Janet M. and Rocco R. Speranza | 559 Villa Ave | 226668 |
| 1140 | 40 | Brassil, Gerard M. and Carol A., his wife | 553 Villa Ave | 38 |
| 1140 | 41 | Abate, Daniel G. and Theresa, his wife | 551 Villa Ave | 35 |
| 1140 | 44 | Digiacoma, Daniel | 44 Dixon Ave | 1376 |
| 1140 | 45 | Elsibay, Magdy | 42 Dixon Ave | 6827 |
| 1140 | 46 | Powers, Joyce | 38 Dixon Ave | 19861 |
| 1140 | 48 | Powers, Joyce | 34 Dixon Ave | 2548 |
| 1140 | 49 | Wall, Junior L. | 30 Dixon Ave | 7725 |
| 1140 | 52 | Buonviaggio, Mario and Maria, his wife | 22 Dixon Ave | 69 |
| 1140 | 54 | Iacovino, Rose Marie | 12 Van Riper St | 48 |
| 1140 | 57 | Cappelluti, Frank | 14 Van Riper St | 39001 |
| 1140 | 58 | Austin, Barbara J. Ford and Jerome D. Austin | 18 Van Riper St | 142727 |
| 1141 | 80 | Barry, Luis | 15 Bowles Ave | 274518 |
| 1141 | 107 | Mauch, Paul | 74 Dixon Ave | 339011 |
| 1141 | 109 | Murphy, Stephen | 72 Dixon Ave | 7527 |
| 1141 | 110 | McCabe, Christopher | 68 Dixon Ave | 14122 |
| 1141 | 113 | Dimaggio, Anthony and Girolama | 62 Dixon Ave | 16632 |
| 1141 | 116 | Kearney, James and Marie | 552 Villa Ave | 156482 |
| 1141 | 117 | Petraglia, Rosemary Marrone | 554 Villa Ave | 138245 |
| 1141 | 118 | Watts, Eugene and Lisa, his wife | 558 Villa Ave | 220076 |
| 1141 | 121 | Speranza, Rocco R. | 562 Villa Ave | 10755 |
| 1141 | 122 | Cruciata, Joseph and Cathy, h/w | 568 Villa Ave | 159129 |
| 1141 | 125 | Cruciata, Joseph and Cathy, h/w | 572 Villa Ave | 159127 |
| 1144 | 3 | City Of New York | Bowles Ave | 4432 |
| 1144 | 6 | Murray, John and Michele, his wife | 57 Bowles Ave | 9304 |
| 1144 | 10 | Cumming, Richard | 61 Bowles Ave | 5345 |
| 1144 | 12 | Hoff, Frank M. | 65 Bowles Ave | 12288 |
| 1144 | 15 | Siddiqui, Tariq and Mian M. Fayyaz | 71 Bowles Ave | 204359 |
| 1144 | 18 | Rutledge, Regina M. | 77 Bowles Ave | 9233 |
| 1144 | 21 | Palumbo, Michael A. and Annevictoria Palumbo | 79 Bowles Ave | 7211 |
| 1144 | 22 | Palumbo, Michael A. and Salvatore Palumbo, Jr. | 85 Bowles Ave | 204886 |
| 1144 | 24 | Rivera, Joseph D. | 89 Bowles Ave | 7798 |
| 1144 | 27 | Garcia, Olga | 445 Morningstar Rd | 12240 |
| 1144 | 28 | Fulton, Glenwood and Simone Howard | 443 Morningstar Rd | 18206 |
| 1144 | 30 | Natal, Ivan and Marysol, h/w | 437 Morningstar Rd | 114977 |
| 1144 | 31 | Howell, James E. And Carlyne Matishek | 431 Morningstar Rd | 9304 |
| 1144 | 34 | Seco, Rosemary | 429 Morningstar Rd | 46506 |
| 1144 | 35 | Seco, Rosemary | 427 Morningstar Rd | 10204 |
| 1144 | 40 | Murray, Robert A. | 152 Dixon Ave | 7600 |
| 1144 | 41 | Dalbero, Kenneth et al | 148 Dixon Ave | 307933 |
| 1144 | 44 | Ingrassia, Paul J. and Cynthia M., h/w | 144 Dixon Ave | 7219 |
| 1144 | 46 | St. Louis, Steve and Hazel Deapeaza, his wife | 142 Dixon Ave | 6352 |
| 1144 | 49 | DelRosario, Salvatore | 136 Dixon Ave | 11565 |
| 1144 | 52 | Magori, Mikal | 132 Dixon Ave | 48646 |
| 1144 | 54 | Essex, Robert John and Lori Lynn, his wife | 130 Dixon Ave | 4169 |
| 1144 | 55 | Tighe, John J. and Maria F., his wife | 120 Dixon Ave | 2101 |
| 1144 | 57 | Apampa, Olakunle | 118 Dixon Ave | 280650 |
| 1144 | 58 | Stafford, Lawrence and Yvonne, h/w | 116 Dixon Ave | 7914 |
| 1144 | 59 | Carcamo, Walter | 112 Dixon Ave | 367973 |
| 1145 | 1 | Rivera, Juan and Minerva, his wife | 116 Willow Road West | 12451 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1145 | 10 | Grannis, John A., and Ines, his wife | 17 Renfrew Pl | 16 |
| 1145 | 11 | Del Rosario, Carl | 13 Renfrew Pl | 2788 |
| 1145 | 14 | Dugan, Phyllis, et al | 64 Bowles Ave | 390642 |
| 1145 | 15 | Ramirez, Cesar et al | 62 Bowles Ave | 376071 |
| 1145 | 18 | Eser, Lester G. | 58 Bowles Ave | 367036 |
| 1145 | 19 | Mulieri, Joseph | 54 Bowles Ave | 17747 |
| 1145 | 21 | Aleski, George F. and Mildred J., his wife | 44 Bowles Ave | 2414 |
| 1145 | 27 | West, Eva, Trustee | 112 Willow Road West | 11907 |
| 1148 | 53 | Carillo, Victor and Jeanne, h/w | 90 Bowles Ave | 20467 |
| 1148 | 55 | McKeon, Lena | 86 Bowles Ave | 2038 |
| 1148 | 58 | Mahoney, Paul K. and Linda A., h/w | 80 Bowles Ave | 2038 |
| 1148 | 61 | Pavlidis, Konstantinos and Sofia, his wife | 72-74 Bowles Ave | 8180 |
| 1148 | 65 | Jones, Ann | 16 Renfrew Pl | 1777 |
| 1148 | 67 | Becker, Margaret and Edward Becker | 20 Renfrew Pl | 13929 |
| 1148 | 68 | Becker, Margaret and Edward Becker | 20 Renfrew Pl | 13929 |
| 1148 | 70 | Lee, John D. and Theresa A. Zak | 81 Murdock Pl | 67313 |
| 1148 | 72 | Parisi, Marie | 85 Murdock Pl | 5 |
| 1148 | 73 | Tayo, Nicanor and Raquel Tayo | 87 Murdock Pl | 161213 |
| 1149 | 1 | Kelly, Paul et al | 73 Winant St | 52818 |
| 1149 | 3 | Kelly, Paul et al | 71 Winant St | 72026 |
| 1149 | 4 | Block 1149 Development | Winant St | 68188 |
| 1149 | 7 | Sanchez, Jose and William Sanchez | 63 Winant St | 19326 |
| 1149 | 10 | Richards, Joan | 59 Winant St | 164090 |
| 1149 | 13 | Perkowski, Catherine | 55 Winant St | 17054 |
| 1149 | 16 | Jasko, Patricia A. | 49 Winant St | 6408 |
| 1149 | 18 | Kamorudeen, Olayokun | 45 Winant St | 8137 |
| 1149 | 19 | Parker, Judith | 43 Winant St | 6165 |
| 1149 | 22 | Fama, Giovanni and Pasqualina, his wife | 39 Winant St | 2135 |
| 1149 | 23 | Perkowski, Mary Ann et al | 35 Winant St | 7943 |
| 1149 | 29 | Borik, Harry G. and Judith, his wife | 27 Winant St | 5964 |
| 1149 | 31 | Rosa, Barbara and Karl Kasegrande | 25 Winant St | 232085 |
| 1149 | 33 | Bacolo, James H. and Maria, his wife | 13 Winant St | 2430 |
| 1149 | 34 | Diaz, Andre and Madeline, | 11 Winant St | 10028 |
| 1149 | 35 | Albano, Enrico | 7 Winant St | 19696 |
| 1149 | 38 | Xuereb, Richard S. | 1 Winant St | 19852 |
| 1149 | 39 | Quinones, Cofre J. and Wilfredo Munoz, Jr. | 2530 Richmond Terr | 19852 |
| 1149 | 40 | Homsey, Joanne | 2528 Richmond Terr | 280485 |
| 1149 | 41 | Almodovar, Georg and Emilia, h/w | 2524 Richmond Terr | 188838 |
| 1149 | 42 | Almodovar, Georg and Emilia, h/w | 2522 Richmond Terr | 168016 |
| 1149 | 43 | Deutsche Bank National Trust Company, as Trustee | 2520 Richmond Terr | 333124 |
| 1149 | 45 | Durham, Wellington and Jeanette, his wife | 2516 Richmond Terr | 19931 |
| 1149 | 47 | 594 Associates, Inc. | Richmond Terr | 407288 |
| 1149 | 49 | Thompson, Teresa | 2510 Richmond Terr | 77079 |
| 1149 | 52 | Cortez, Alex and Anna, h/w | 12 Morningstar Rd | 16302 |
| 1149 | 53 | Musa, Kasuma and Umma Musa | 14 Morningstar Rd | 16981 |
| 1149 | 54 | Weber, Thomas and Vincent Young | 16-18 Morningstar Rd | 143284 |
| 1149 | 57 | Abba, David and Kate Antai, his wife | 24 Morningstar Rd | 10295 |
| 1149 | 59 | Cobos, Ruben G. | 28 Morningstar Rd | 19260 |
| 1149 | 61 | Durante, Maria Teresa | 32-34 Morningstar Rd | 216008 |
| 1149 | 64 | Moffett, Steven | 40 Morningstar Rd | 7496 |
| 1149 | 67 | Hood, Harold and Calafa, his wife | 42 Morningstar Rd | 36 |
| 1149 | 71 | Hadfield III, Melvin J. | 54 Morningstar Rd | 2234 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1149 | 74 | Hadfield III, Melvin J. and Susan J., his wife | Morningstar Rd | 7626 |
| 1149 | 78 | Zeas, Ana | 62 Morningstar Rd | 220756 |
| 1149 | 82 | Ndao, Mamadou | 68 Morningstar Rd | 232966 |
| 1149 | 84 | Cunningham, Lauren E. | 72 Morningstar Rd | 49262 |
| 1149 | 85 | Puglisi, Thomas | 74 Morningstar Rd | 47242 |
| 1149 | 88 | Hession, Matthew J. and Joan E., his wife | Morningstar Rd | 1915 |
| 1149 | 90 | Durante, Michael | 80 Morningstar Rd | 90229 |
| 1149 | 91 | Camacho, Sergio G. | 88 Morningstar Rd | 147381 |
| 1149 | 134 | Cassidy, Brian J. | 9 Winant St | 41663 |
| 1149 | 135 | Morell, William et al | 5 Winant St | 186348 |
| 1149 | 136 | Almodovar, George | 3 Winant St | 187839 |
| 1149 | 140 | Diaz, Ruth aka Trustee under DSTD Trust | 2526 Richmond Terr | 401019 |
| 1150 | 1 | Capuozzo, Richard | 55 LaSalle St | 379166 |
| 1150 | 41 | Shulco Corp. | 2550 Richmond Terr | 213 |
| 1150 | 50 | Hunter, William | Winant St | 3956 |
| 1150 | 52 | Bishop, Sherrieann | 22 Winant St | 15687 |
| 1150 | 53 | Brenon, Maria | 24 Winant St | 20298 |
| 1150 | 55 | Merlino, Ottavio | 28 Winant St | 379166 |
| 1150 | 58 | Facilla, John A. and Elizabeth, his wife | 36 Winant St | 18112 |
| 1150 | 61 | Bevacqua, Joseph T. and Karen M. | 38 Winant St | 5141 |
| 1150 | 63 | Callari, Charles r. and Elaine A., his wife | 40 Winant St | 2385 |
| 1150 | 64 | Caughey, William J. and Irene, | 42 Winant St | 2269 |
| 1150 | 67 | Holder, joy and James Satchell | 50 Winant St | 201564 |
| 1150 | 69 | CPP Associates | 54 Winant St | 99594 |
| 1150 | 72 | Urciuoli, Michael | 58 Winant St | 6095 |
| 1150 | 79 | Boyle, David M. and Victoria M. Gillen, his wife | 74 Winant St | 12312 |
| 1152 | 1 | Aubrey, Curtis and Linda F., his wife | 204 Morningstar Rd | 1517 |
| 1152 | 4 | Montanti, Antonio and Rosalie, his wife | 199 Pulaski Ave | 1363 |
| 1152 | 7 | Yesepkin, Mikhail and Hanna, his wife | 193 Pulaski Ave | 13483 |
| 1152 | 10 | Monge, Hector and Christine, his wife | Pulaski Ave | 13 |
| 1152 | 13 | Caccavalo, Michelle M. | 183 Pulaski Ave | 8175 |
| 1152 | 16 | Benevento, Debra A. and Don Sobag | 175 Pulaski Ave | 169920 |
| 1152 | 19 | Sutler, Andreya L. and James R. | 171 Pulaski Ave | 15113 |
| 1152 | 22 | Santiago, Jose Luis and Madeline Padilla, his wife | 165 Pulaski Ave | 85191 |
| 1152 | 28 | Robinson, Nathan | 165 Pulaski Ave | 19752 |
| 1152 | 31 | Monge, Christine | Winant St | 13419 |
| 1152 | 34 | City of New York | Winant St | 5759 |
| 1152 | 35 | MVM Holdings, L.L.C. | Winant St | 16700 |
| 1152 | 36 | City of New York | Granite Ave and Winant St | 5759 |
| 1152 | 42 | Community Electric, Inc. | 113 Winant St | 2 |
| 1152 | 47 | Edwards, Derrick and Vilma Edwards | 111 Winant St | 39867 |
| 1152 | 48 | Sandy, Aldwyn and Thelma, his wife | 109 Winant St | 13276 |
| 1152 | 50 | Taylor, Walter and Jessica Taylor | 107 Winant St | 62041 |
| 1152 | 51 | Kammerman, Herbert and Catherine Baez, h/w | 105 Winant St | 295058 |
| 1152 | 52 | Machado, Leslie and Kalawattie, h/w | 101 Winant St | 292698 |
| 1152 | 54 | Del Rosario, Jose D. and Magdalena | 91 Winant St | 2443 |
| 1152 | 57 | Brogdan, Craig and Carmen Campbell | 20 LaSalle St | 13583 |
| 1152 | 59 | Muthugalge, Nimal | LaSalle St | 7742 |
| 1152 | 60 | Jordan, Eugene and Pamela D. George, his wife | 14 LaSalle St | 10955 |
| 1152 | 63 | Plowden, Matilda | 15 Shaina Ct | 14017 |
| 1152 | 64 | Caraballo, Diana and Samuel Nunez | 17 Shaina Ct | 103013 |
| 1152 | 65 | Martinez, Gabriel and Genoveva, h/w | 19 Shaina Ct | 19573 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1152 | 66 | Ortiz, Roberto | 21 Shaina Ct | 14699 |
| 1152 | 68 | Colon, Nelly | 23 Shaina Ct | 14119 |
| 1152 | 69 | Melendez, Angel and Evette, his wife | 25 Shaina Ct | 13938 |
| 1152 | 70 | Onas, Larry | 27 Shaina Ct | 19288 |
| 1152 | 71 | Clarke, George and Koral, h/w | 29 Shaina Ct | 14072 |
| 1152 | 72 | Appuhamy, Randeni and Sembukutti A. Silva, h/w | 31 Shaina Ct | 169930 |
| 1152 | 73 | City of New York | Morningstar Rd | 5759 |
| 1152 | 74 | City of New York | Morningstar Rd | 5759 |
| 1152 | 75 | City of New York | Morningstar Rd | 5759 |
| 1152 | 76 | City of New York | Winant St | 5759 |
| 1152 | 78 | City of New York | Morningstar Rd | 5759 |
| 1152 | 79 | All New Realty, L.L.C. | 132 Morningstar Rd | 376264 |
| 1152 | 83 | Ismail, Mohammad | 140 Morningstar Rd | 20173 |
| 1152 | 84 | Blakaj, Kreshnik | 142 Morningstar Rd | 17192 |
| 1152 | 85 | Monge, Christine | 146 Morningstar Rd | 13419 |
| 1152 | 88 | Olivo, Benjamin and Donna Olivo | 150 Morningstar Rd | 338085 |
| 1152 | 89 | Warner, John Patrick and Margaret, h/w | 152 Morningstar Rd | 7230 |
| 1152 | 91 | Monge, Christine | 154/156 Morningstar Rd | 13419 |
| 1152 | 92 | Monge, Christine | 154/156 Morningstar Rd | 13419 |
| 1152 | 94 | SJC Realty Corp. | 160 Morningstar Rd | 18620 |
| 1152 | 96 | Black Square Builders Corp. | 164 Morningstar Rd | 293702 |
| 1152 | 97 | PS Realty Group, Inc. | 166-168 Morningstar Rd | 18759 |
| 1152 | 100 | Burton, Raymond P. and Helen Carter, his wife | 180 Morningstar Rd | 1874 |
| 1152 | 103 | Burton, Raymond P. and Helen Carter, his wife | 180 Morningstar Rd | 1874 |
| 1152 | 105 | Ismail, Mohammad | 182-184 Morningstar Rd | 154024 |
| 1152 | 107 | Hightower, Claudine G. | 186 Morningstar Rd | 17685 |
| 1152 | 112 | Mulholland, Robert and Margaret, his wife | 194 Morningstar Rd | 45 |
| 1152 | 114 | Mulholland, Robert and Margaret, his wife | 196 Morningstar Rd | 299 |
| 1152 | 115 | Aubrey, Curtis and Linda F., his wife | Morningstar Rd | 5096 |
| 1153 | 1 | 245 Hooker Place Realty Corp. | 245-249 Hooker Place | 2417 |
| 1153 | 4 | Tirrell, Jr., George et al | 233 Pulaski Ave | 307523 |
| 1153 | 7 | Campanella, Keith and Robert Campanella | 229 Pulaski Ave | 38796 |
| 1153 | 9 | 223 Pulaski Ave. Corp. | 223 Pulaski Ave | 146565 |
| 1153 | 12 | Visciano Realty Company, L.L.C. | 218-220 Morningstar Rd | 19931 |
| 1153 | 14 | Visciano Realty Company, L.L.C. | 224 Morningstar Rd | 19931 |
| 1153 | 17 | 228 Morningstar, L.L.C. | 228 Morningstar Rd | 370468 |
| 1153 | 18 | Romano, David M. and Dawn R., his wife | 232 Morningstar Rd | 9637 |
| 1153 | 19 | Said, Morsy H. | 234 Morningstar Rd | 141594 |
| 1153 | 20 | 238 Elm Park Inn Realty, L.L.C. | 236 Morningstar Rd | 329369 |
| 1153 | 22 | 238 Morningstar, L.L.C. | 238 Morningstar Rd | 13854 |
| 1154 | 1 | Chin, Kevin and Kathrynne, h/w | 283 Pulaski Ave | 8629 |
| 1154 | 3 | Martinez, Robert E. and Marta D., h/w | 279 Pulaski Ave | 198941 |
| 1154 | 4 | Pena, Carlos and Maira, h/w | 277 Pulaski Ave | 206788 |
| 1154 | 6 | Duru, Jane | 273 Pulaski Ave | 18423 |
| 1154 | 7 | Gonzalez, Wanda I. | 271 Pulaski Ave | 387257 |
| 1154 | 9 | Henrique, Carlos and Doris Santiago | 269 Pulaski Ave | 149708 |
| 1154 | 11 | Mattei, Michael and Judi, his wife | 267 Pulaski Ave | 2179 |
| 1154 | 12 | Port Richmond Partners, Inc. | 242-244 Hooker Pl | 7140 |
| 1154 | 15 | Kerten, George | 236 Hooker Pl | 149441 |
| 1154 | 16 | Sosanya, Eunice and George Kerten | 236 Hooker Pl | 230349 |
| 1154 | 17 | 264 Morningstar Road, L.L.C. | 264 Morningstar Rd | 313975 |
| 1154 | 23 | Rodriguez, Robert and Julie C., his wife | 274 Morningstar Rd | 389 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1154 | 26 | Patel, Ramesh and Arvind Patel | 280 Morningstar Rd | 10762 |
| 1154 | 27 | Carapella, George | 282 Morningstar Rd | 4565 |
| 1154 | 21,22 | Savastano, Dominick | 268 Morningstar Rd | 10898 |
| 1155 | 1 | Mizrachi, Joseph and Aliza Mizrachi, Trustees | 225 Walker St | 340463 |
| 1155 | 3 | Wong, Denis and Siu-Wah Chau | 231 Walker St | 3203 |
| 1155 | 5 | Walker St. SI, L.L.C. | Walker St | 410063 |
| 1155 | 8 | Walker St. SI, L.L.C. | Walker St | 410063 |
| 1155 | 9 | Walker St. SI, L.L.C. | Walker St | 410063 |
| 1155 | 10 | Walker St. SI, L.L.C. | Walker St | 410063 |
| 1155 | 14 | Walker St. SI, L.L.C. | Walker St | 410063 |
| 1155 | 15 | Walker St. SI, L.L.C. | Walker St | 410063 |
| 1155 | 16 | Urciuoli, Joseph | Granite Ave | 9741 |
| 1155 | 17 | Urciuoli, Joseph | Granite Ave | 6804 |
| 1155 | 19 | Dabar, SI, L.L.C. | Granite Ave | 326844 |
| 1155 | 21 | Dabar, SI, L.L.C. | Granite Ave | 326844 |
| 1155 | 25 | Dabar, SI, L.L.C. | Granite Ave | 326844 |
| 1155 | 43 | Notarfrancesco, Dorothy | Granite Ave and Hooker Pl | 44 |
| 1155 | 52 | Notarfrancesco, Dorothy | Granite Ave | 64 |
| 1155 | 55 | Loffreno, Paul and Marco Loffreno | 195 Granite Ave | 11192 |
| 1155 | 58 | Garpestad, Thomas et al | 191 Granite Ave | 2715 |
| 1155 | 61 | Shawkat, Mohammed | 187 Granite Ave | 221923 |
| 1155 | 65 | Granite Avenue Holding Corp. | 145 Granite Ave | 278906 |
| 1155 | 71 | Barbro Corporation | Granite Ave | 6610 |
| 1155 | 80 | City of New York | Granite Ave and Winant St | 5759 |
| 1155 | 85 | LaSalle Realty Corp. | Granite Ave, LaSalle St and Winant St | 4745 |
| 1155 | 120 | City of New York | Granite Ave and Winant St | 5759 |
| 1155 | 133 | City of New York | Granite Ave and Winant St | 5759 |
| 1155 | 134 | Barbro Corporation | Winant St | 6610 |
| 1155 | 140 | Blomquist, Eric | 166 Pulaski Ave | 17606 |
| 1155 | 142 | Johnson, Lillie M. and Barbara Jean Johnson | 170 Pulaski Ave | 31 |
| 1155 | 145 | Shaker Mountain Holdings, L.L.C. | Pulaski Ave | 352997 |
| 1155 | 148 | Gomes, Tarcisio and Vera L. Gomes, Trustees | 178 Pulaski Ave | 362230 |
| 1155 | 151 | Miscione, Anthony | 186 Pulaski Ave | 2736 |
| 1155 | 153 | Lara Estates, Inc. | 188 Pulaski Ave | 13391 |
| 1155 | 158 | Gaal, Gregg and Lorraine J., his wife | 198 Pulaski Ave | 7015 |
| 1155 | 161 | Preci, Frank | 206 Pulaski Ave | 154396 |
| 1155 | 164 | Fevele, Carol et al | 210 Pulaski Ave | 2281 |
| 1155 | 167 | Ferreri, Sr., Benedetto J. and Benedetto Ferreri, Jr. | 224 Pulaski Ave | 249725 |
| 1155 | 170 | Ferreri, Joseph and Caroline | 226 Pulaski Ave | 163112 |
| 1155 | 173 | 250 Pulaski Place Corp. | 250 Pulaski Ave | 298 |
| 1155 | 176 | 250 Pulaski Place Corp. | 250 Pulaski Ave | 298 |
| 1155 | 178 | 250 Pulaski Place Corp. | 250 Pulaski Ave | 298 |
| 1155 | 180 | 260 Pulaski Ave. Corp. | 260 Pulaski Ave | 281391 |
| 1155 | 183 | Passlacua, Anthony | 262 Pulaski Ave | 131036 |
| 1155 | 185 | Linwood, Porsche and Effie Linwood | 266 Pulaski Ave | 171554 |
| 1155 | 188 | Thomas, France | 274 Pulaski Ave | 120549 |
| 1155 | 189 | McIver, Billy | 276 Pulaski Ave | 170307 |
| 1155 | 200 | Ferreri, Joseph and Caroline | 226 Pulaski Ave | 163112 |
| 1166 | 9 | Dobrovolski, Dolores and Evelyn Dobrovolski | 333 Pulaski St | 7244 |
| 1166 | 11 | Locato, Costandino J. | 327 Pulaski St | 13207 |
| 1166 | 14 | Rivera, Marta | 321 Pulaski St | 13141 |
| 1166 | 16 | Revels, Lillian P. | 319 Pulaski St | 2136 |

| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1166 | 18 | Warren, Kenneth and Ida Ma | 315 Pulaski St | 2046 |
| 1166 | 20 | Lyles, Theresa R. | 311 Pulaski St | 1804 |
| 1166 | 22 | Arroyo, Enrique et al | 307 Pulaski St | 19299 |
| 1166 | 24 | Wong, Lucky et al | 303 Pulaski St | 1019 |
| 1166 | 25 | Green, Felicia | 301 Pulaski St | 9930 |
| 1166 | 26 | Dalton, William H. and Lorna A., his wife | 293 Pulaski St | 841 |
| 1166 | 27 | Griffin, Lorraine | 297 Pulaski St | 82012 |
| 1166 | 28 | Haynes, Calvin | 295 Pulaski St | 7987 |
| 1166 | 29 | Henry, Lerny L. | 293 Pulaski St | 53098 |
| 1166 | 32 | Loffredo, Frank and Marie | 300 Morningstar Rd | 4115 |
| 1166 | 34 | 302 Morningstar Corp. | 302 Morningstar Rd | 9054 |
| 1166 | 35 | Hubbs, Jane and Claire T. Sinnicki | 304 Morningstar Rd | 2278 |
| 1166 | 36 | Bubanj, Thomas | 306 Morningstar Rd | 9222 |
| 1166 | 38 | Samplaski, Kenneth and Regina Samplaski | 308 Morningstar Rd | 9463 |
| 1166 | 39 | Samplaski, Kenneth | 308 Morningstar Rd | 5269 |
| 1166 | 40 | Jimenez, Luis and Jacqueline, his wife | 314 Morningstar Rd | 5667 |
| 1166 | 43 | Rossi, Randolph and Theresa, his wife | 322 Morningstar Rd | 2322 |
| 1166 | 45 | Callandrillo, Danielle | 328 Morningstar Rd | 398413 |
| 1166 | 48 | Hansen, Gregory S. | 332 Morningstar Rd | 373653 |
| 1166 | 49 | Hansen, Gregory S. | 332 Morningstar Rd | 373653 |
| 1166 | 50 | Ortega, Kathleen and Carattini, Laurencia | 334 Morningstar Rd | 136012 |
| 1166 | 51 | FC NY Property T5, L.L.C. | 336 Morningstar Rd | 404404 |
| 1167 | 38 | Flood, Steven | 3 David Pl | 10220 |
| 1167 | 39 | Nee, John J. and Olga, his wife | David Pl | 1166 |
| 1167 | 40 | Lema, Luis and Laura B. Lema | 364 Morningstar Rd | 157639 |
| 1167 | 43 | Rivera, maria and Betzaida Ryan | 366 Morningstar Rd | 10846 |
| 1167 | 44 | Del Valle Felix and Marta, his wife | 368 Morningstar Rd | 5527 |
| 1167 | 46 | Ring, Robert and Linda Nordman, his wife | 370 Morningstar Rd | 9973 |
| 1167 | 49 | Achtmann, Janet J. | 374 Morningstar Rd | 8569 |
| 1167 | 52 | Stefanski, george and Evelyn, h/w | 378 Morningstar Rd | 85974 |
| 1167 | 55 | Hernandez, Paul and Aurora Hernandez | 382 Morningstar Rd | 4510 |
| 1167 | 58 | Tate, Vera and Aldon Tate | 386 Morningstar Rd | 178703 |
| 1167 | 64 | Peters, Crismay | 396 Morningstar Rd | 19000 |
| 1169 | 1 | Talmor, Dan | 336 Pulaski Ave | 12799 |
| 1169 | 7 | Simpson, Adele L. | 41 David Pl | 10039 |
| 1169 | 8 | Henry, James W. | 45 David Pl | 10070 |
| 1169 | 9 | Plasencia, Alberto | 49 David Pl | 10071 |
| 1169 | 12 | Bullock, Charles and Denise L., his wife | 271 Van Pelt Ave | 10457 |
| 1169 | 19 | Castillo, Edwin and Rosa Gutierrez | 229 Granite Ave | 75154 |
| 1169 | 21 | De'Leon, Yared and Robin Padro II | 227 Granite Ave | 157444 |
| 1169 | 23 | James, Margaret | 223A Granite Ave | 17927 |
| 1169 | 25 | Barriffe, Jennifer | 221A Granite Ave | 223946 |
| 1169 | 26 | Estevez, Maria and Simeon J. Hernandez | 219A Granite Ave | 158369 |
| 1169 | 27 | Omotosho, Bola and Oluremi, his wife | 217A Granite Ave | 18239 |
| 1169 | 30 | Ruff, Jeff | 215 Granite Ave | 17312 |
| 1169 | 31 | 211 Granite Avenue Trust | 211 Granite Ave | 280048 |
| 1169 | 33 | Brown, Rhonda et al | 276 Walker St | 13283 |
| 1169 | 35 | Bullock, Cheryl | 274 Walker St | 13990 |
| 1169 | 37 | Mikolajczak, Edward and Isabelle, his wife | 302 Pulaski Ave | 2355 |
| 1169 | 38 | Mikolajczak, Edward and Isabelle, his wife | 302 Pulaski Ave | 2127 |
| 1169 | 39 | Prelvukaj, Nezir and Arber Prelvukaj | 304 Pulaski Ave | 113226 |
| 1169 | 40 | Livia, Michael | 306 Pulaski Ave | 307193 |

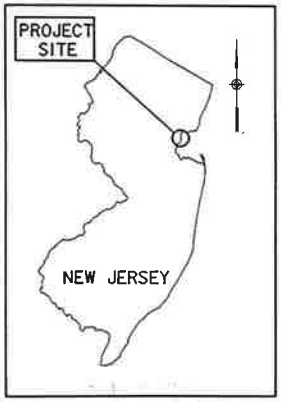
| Block | Lot | Property Owner | Address | Deed Book |
|---|---|---|---|---|
| 1169 | 41 | Sanchez, Pedro Alex | 308 Pulaski Ave | 2436 |
| 1169 | 42 | Jmaes, Chris and Rosemarie James | 310 Pulaski Ave | 14344 |
| 1169 | 43 | Orea, Juan Angel | 312 Pulaski Ave | 12493 |
| 1169 | 44 | Persaud, Gyia | 314 Pulaski Ave | 14897 |
| 1169 | 45 | Pollydore, Michael | 316 Pulaski Ave | 175630 |
| 1169 | 46 | Rodriguez, Joseph | 318 Pulaski Ave | 1272 |
| 1169 | 47 | Rodriguez, Joseph | 320 Pulaski Ave | 6 |
| 1169 | 48 | Thomas, Neil and Patricia, his wife | 324 Pulaski Ave | 6568 |
| 1169 | 51 | Patrice, Mic Arlem | 324A Pulaski Ave | 13953 |
| 1169 | 52 | Bynum, Timothy and Ernestine, his wife | 326 Pulaski Ave | 6657 |
| 1169 | 53 | Johnson, Rosalind | 326A Pulaski Ave | 6662 |
| 1169 | 55 | Rodriguez, Gilbert and Lydia, his wife | 328A Pulaski Ave | 6687 |
| 1169 | 56 | Hamlani, Munir and Naheed, his wife | 330 Pulaski Ave | 219521 |
| 1169 | 57 | Ursua, Domingo and Rosaria, his wife | 330A Pulaski Ave | 6570 |
| 1169 | 58 | Sierra, Martin and Belinda, his wife | 332 Pulaski Ave | 6711 |
| 1169 | 59 | Wilson, Patricia | 332A Pulaski Ave | 9434 |
| 1169 | 60 | Clarke, Glenroy and Pamela D. Ince-Clarke, his wife | 334 Pulaski Ave | 6836 |
| 1169 | 107 | Ryan, Robert | 43 David Pl | 208293 |
| 1169 | 108 | Farrales, Theodocia | 47 David Pl | 10082 |
| 1169 | 109 | Lewis, Ronald G. | 51 David Pl | 10071 |
| 1169 | 112 | Garcia, Lillian | 55 David Pl | 10070 |
| 1169 | 113 | Hunt, Darell and Albertha Alcindore-Hunt, his wife | 235 Granite Ave | 20400 |
| 1169 | 114 | Federal National Mortgage Corporation | 233A Granite Ave | 332502 |
| 1169 | 115 | Elmir, Ghassan | 233 Granite Ave | 9183 |
| 1169 | 116 | Torres, Jr., Samuel and Linda I., his wife | 231A Granite Ave | 12510 |
| 1169 | 117 | Greco, Sandra | 231 Granite Ave | 9075 |
| 1169 | 118 | Rodriguez, Rosa | 229A Granite Ave | 9831 |
| 1169 | 119 | Moliere, John and Linda, his wife | 227A Granite Ave | 9164 |
| 1169 | 121 | Ye, Baozhong and Danmei Wu, his wife | 225 Granite Ave | 13536 |
| 1169 | 123 | Pena, Gladys | 223 Granite Ave | 191421 |
| 1169 | 125 | Monfil, Irene and Sofia Monfil | 221 Granite Ave | 329695 |
| 1169 | 126 | Thompson, Marcia | 219 Granite Ave | 9880 |
| 1169 | 127 | Deutsche Bank National Trust Company, as Trustee | 217 Granite Ave | 304073 |
| 1170 | 59 | Hinojal, Jeanette and Rosemarie | 342 Pulaski Ave | 13380 |

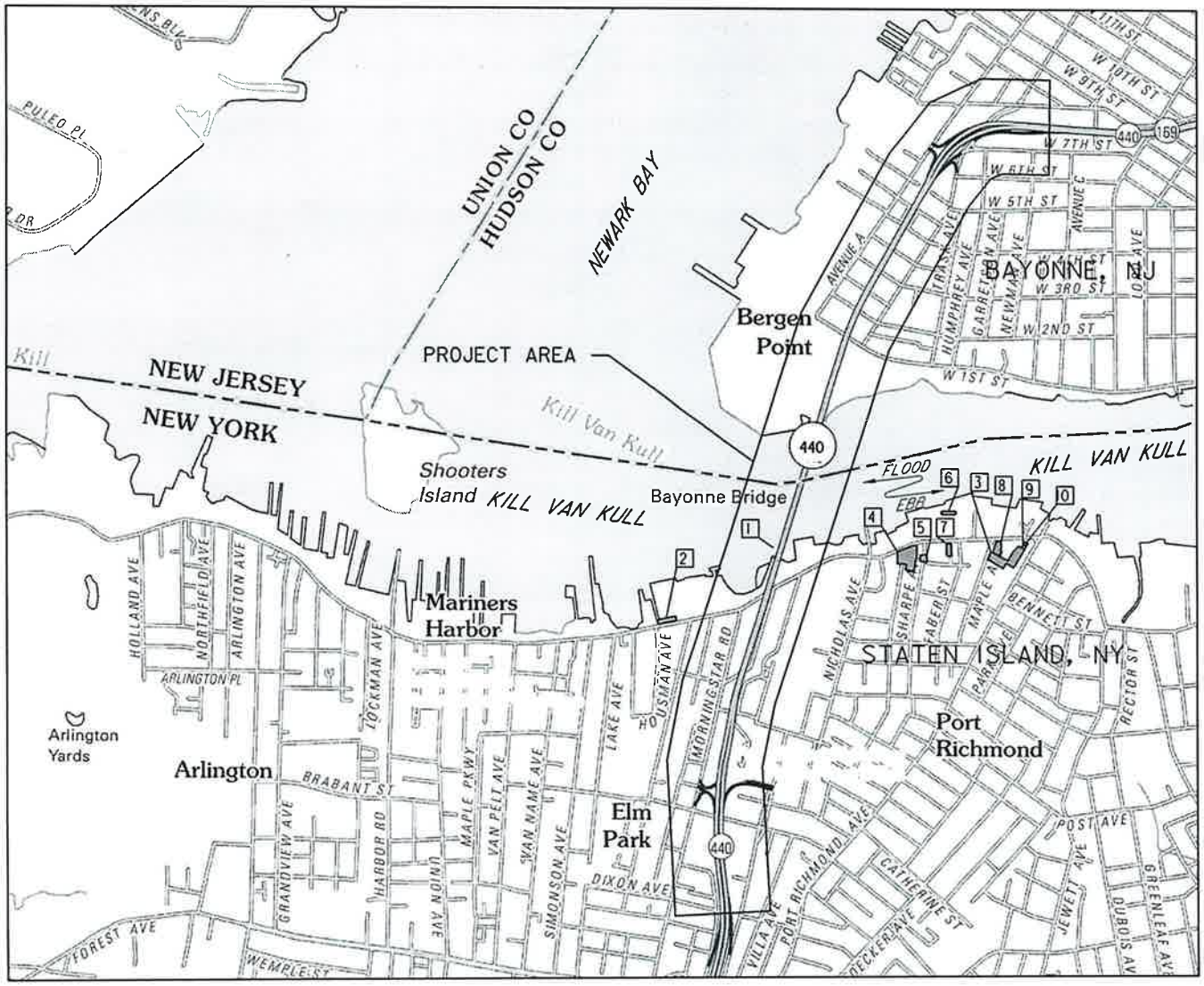
# Attachment K

## Summary of Preliminary Conferences and Early Coordination and Scoping Efforts

**Bayonne Bridge Navigational Clearance Program**
**Summary of Preliminary Conferences and Early Coordination and Scoping Efforts**

| Date | Agency | Agenda |
|---|---|---|
| 10/31/2011 | All Federal/State/Local Stakeholders | NEPA Scoping |
| 11/28/2011 | NYSDOT | Permit Coordination Meeting |
| 11/29/2011 | USCG | Permit Coordination Meeting |
| 11/29/2011 | USCG, NY SHPO, NJ SHPO | Section 106 Review Coordination |
| 12/2/2011 | NJ DOT | Permit Coordination Meeting |
| 12/4/2011 | Staten Island Environmental Justice Community | NEPA Outreach |
| 12/8/2011 | NYSDEC | Permit Coordination Meeting |
| 12/12/2011 | NY SHPO | Section 106 Coordination |
| 12/20/2011 | NJ SHPO | Section 106 Coordination |
| 1/5/2012 | NJ DEP | Permit Coordination Meeting |
| 4/2/2012 | NJ DOT | Permit Coordination Meeting |
| 4/10/2012 | NYCDEP | Permit Coordination Meeting |
| 5/1/2012 | City of Bayonne | Permit Coordination Meeting |
| 5/14/2012 | NYCDEP | Permit Coordination Meeting |
| 5/31/2012 | NYCDEP | Permit Coordination Meeting |
| 6/8/2012 | Hudson County | Permit Coordination Meeting |
| 6/5/2012 | Section 106 Consulting Parties | Historic Survey Comments |
| 6/11/2012 | NYSDOT | Permit Coordination Meeting |
| 8/3/2012 | NJ DOT | Permit Coordination Meeting |
| 3/26/2012 | NYSDOT | Permit Coordination Meeting |
| 4/12/2012 | NJDEP | Coordination Meeting |
| 5/7/2012 | NYSDOT | Permit Coordination Meeting |
| 5/10/2012 | City of Bayonne (HMM) | Drainage Coordination Meeting |
| 5/14/2012 | NYCDEP | Coordination Meeting |
| 7/6/2012 | NYCDEP | Coordination Meeting (Water Service) |
| 8/14/2012 | NYCDOT | Permit Coordination Meeting |
| 9/5/2012 | NYCDEP | Coordination Meeting |
| 9/5/2012 | NYCDOT | Permit Coordination Meeting |
| 9/21/2012 | City of Bayonne (HMM) | Drainage Coordination Meeting |
| 9/27/2012 | NYCDOT | Permit Coordination Meeting |



**HISTORICAL STRUCTURES**

**NR/SR ELIGIBLE**

1. BAYONNE BRIDGE

**INDIVIDUALLY DESIGNATED LPC LANDMARKS**

2. STANDARD VARNISH WORKS FACTORY OFFICE BLDG
3. REFORMED CHURCH ON STATEN ISLAND, SUNDAY SCHOOL BLDG AND CEMETERY

**POTENTIAL NR/SR ELIGIBLE PROPERTIES**

4. ST. MARY OF THE ASSUMPTION R.C. CHURCH AND RECTORY
5. 31, 35, 39, 41 SHARPE AVENUE
6. FABER PARK RECREATION BLDG, POOL AND SEAWALL
7. 2172 RICHMOND TERRACE
8. 2094 RICHMOND TERRACE, FORMER EMPIRE THEATRE
9. 26 RICHMOND TERRACE
10. 24 RICHMOND TERRACE

## VICINITY MAP

0 25000 50000

SCALE IN FEET

BAYONNE BRIDGE
RAISE THE ROADWAY PROJECT

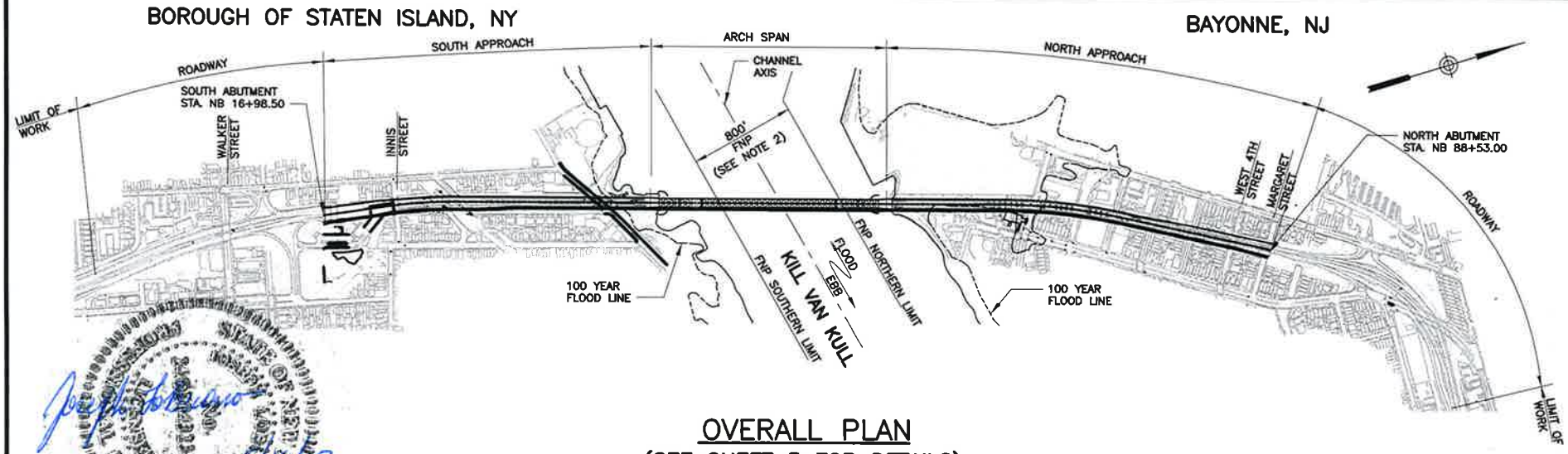
**KILL VAN KULL**
**MILE 1.5**

CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
STATEN ISLAND, RICHMOND COUNTY, NY

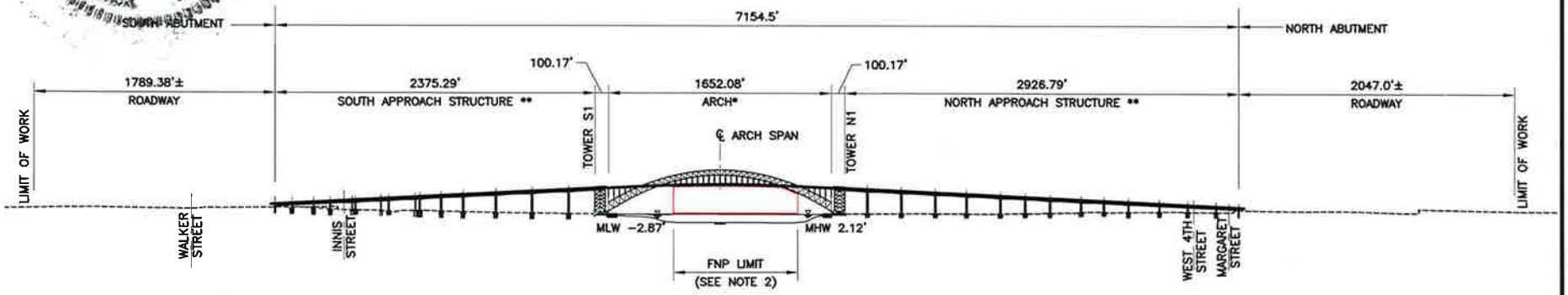
APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ

12/19/2012
Date
REVISED:
05/16/2013

Sheet Number
1 of 5




## OVERALL PLAN
(SEE SHEET 3 FOR DETAILS)




## OVERALL ELEVATION
(SEE SHEET 4 FOR DETAILS)

* ARCH TRUSS TO REMAIN; FLOOR SYSTEM TO BE REPLACED.

** DECK OF EXISTING APPROACH STRUCTURES TO BE REMOVED ENTIRELY; EXISTING PIERS TO BE REMOVED TO 2 FEET BELOW FINAL GRADE.

STATE OF NEW YORK
JOSEPH P. LOBUONO
No. 54098
LICENSED PROFESSIONAL ENGINEER
5/16/13

0 1200 2400
SCALE IN FEET

NOTES:

1. VERTICAL DATUM = NAVD88
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3. THE DESIGN OF THE BAYONNE BRIDGE MEETS AASHTO STANDARDS EXCEPT FOR THE ROADWAY SHOULDER WIDTHS WHICH HAVE RECEIVED VARIANCES FROM NY AND NJ.

**BAYONNE BRIDGE**
**RAISE THE ROADWAY PROJECT**

**KILL VAN KULL**
**MILE 1.5**
CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY
APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ

01/18/2013
Date
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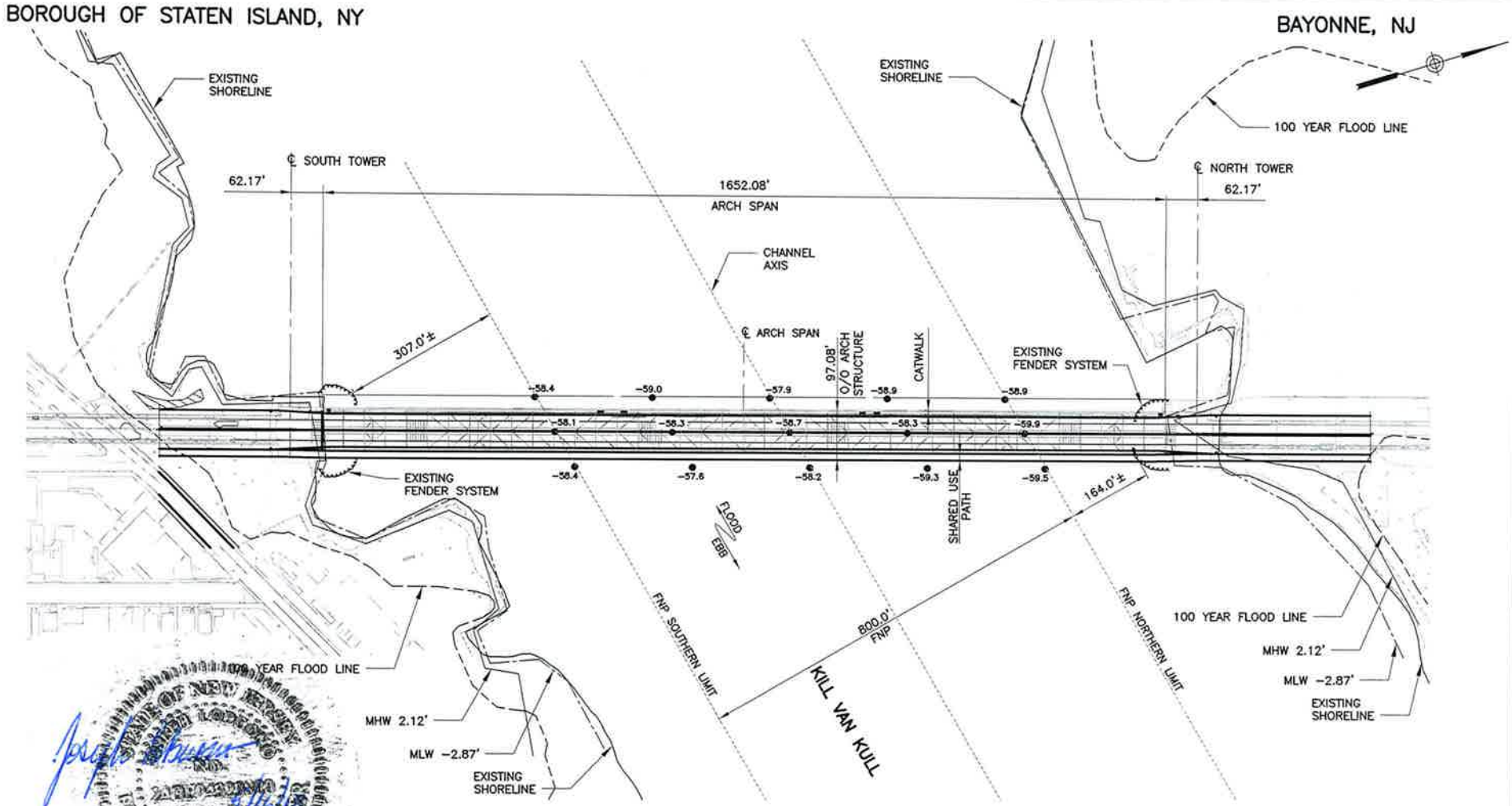


## PLAN OVER WATER

0 300 600

SCALE IN FEET

LEGEND:

-58.4 ● SPOT SOUNDING, ELEVATION SHOWN IN FEET

NOTE:

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STATE OF NEW YORK
JOSEPH P. LOBUONO
No. 54098
LICENSED PROFESSIONAL ENGINEER
5/16/13

# BAYONNE BRIDGE
# RAISE THE ROADWAY PROJECT

**KILL VAN KULL**
**MILE 1.5**

CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY

APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ

12/19/2012
Date
REVISED:
05/16/2013

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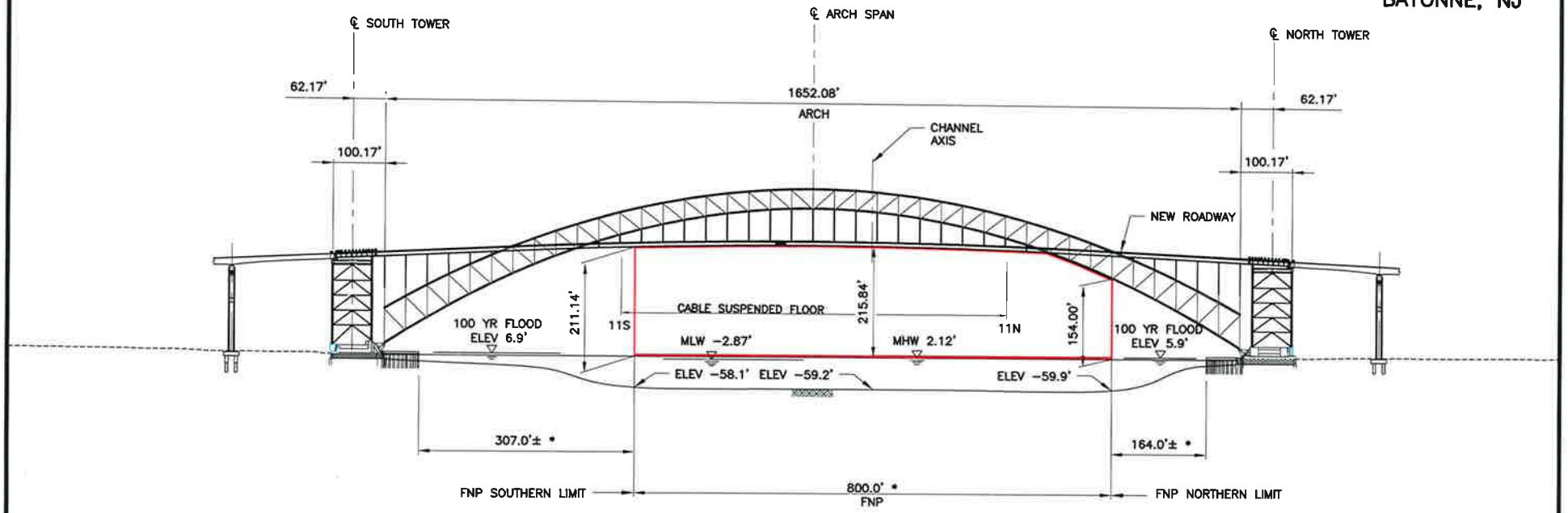
3 of 5

BOROUGH OF STATEN ISLAND, NY

BAYONNE, NJ




* MEASURED NORMAL TO CHANNEL AXIS.
SEE SHEET 3.

## ELEVATION OVER WATER

0 300 600

SCALE IN FEET

NOTE:

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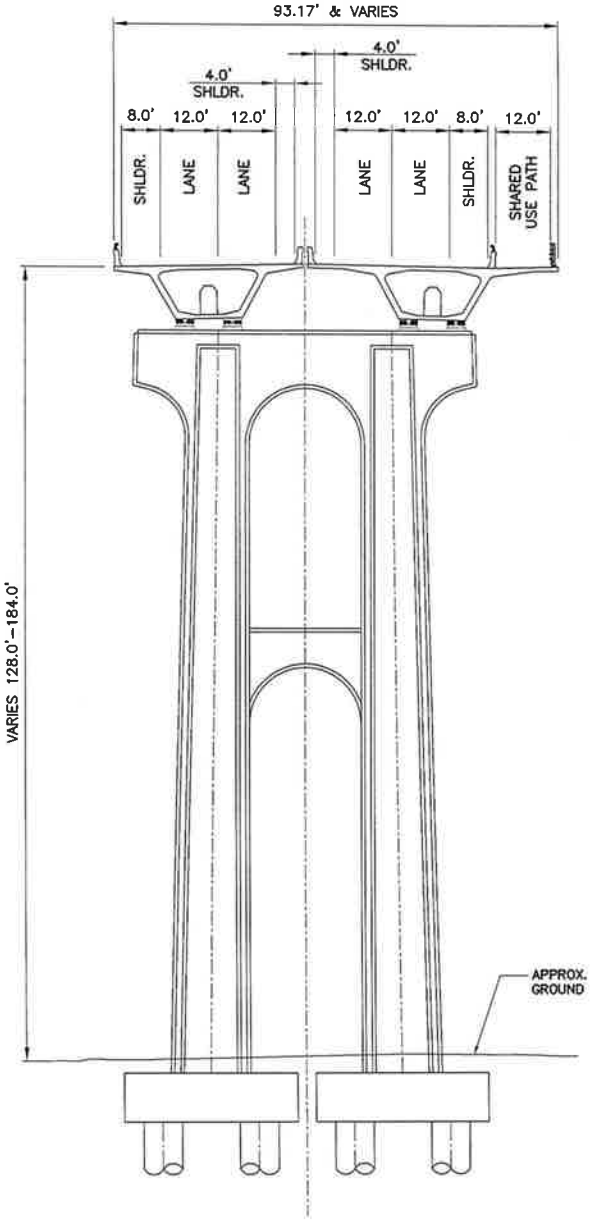
STATE OF NEW YORK
JOSEPH P. LOBUONO
No. 54098
LICENSED PROFESSIONAL ENGINEER
5/16/13

5/16/13

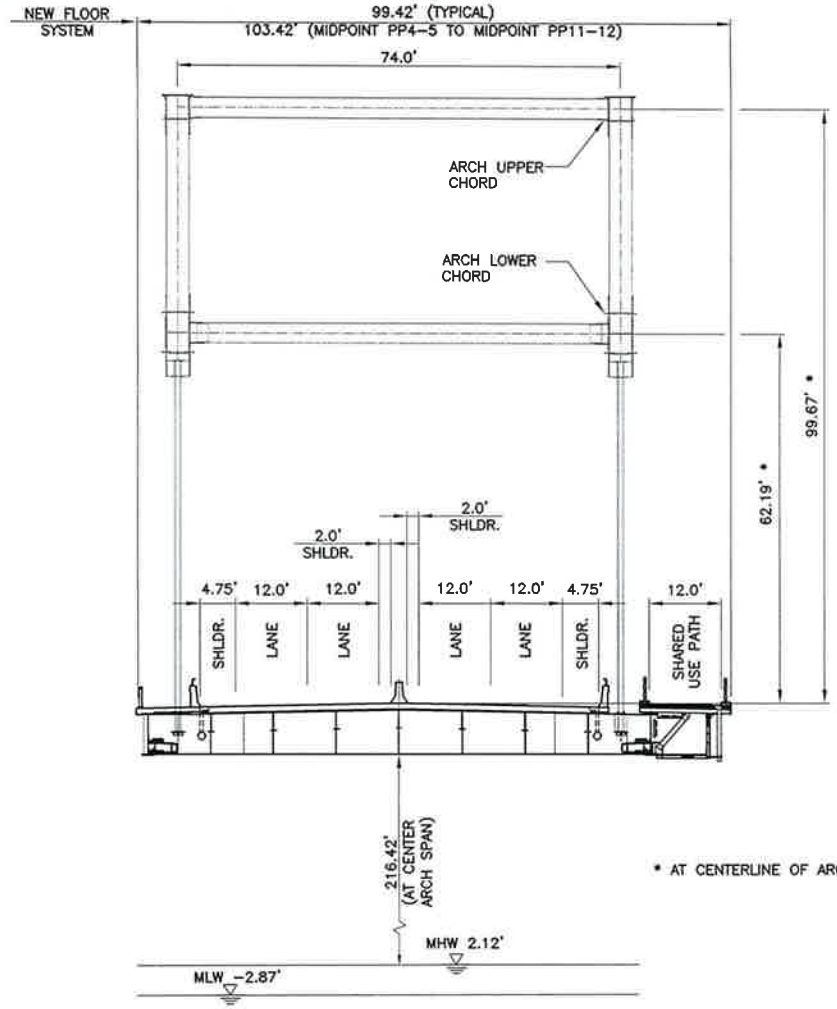
| BAYONNE BRIDGE<br>RAISE THE ROADWAY PROJECT | |
|---|---|
| **KILL VAN KULL**<br>**MILE 1.5**<br>CITY OF BAYONNE, HUDSON COUNTY, NJ<br>AND<br>BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY<br>APPLICANT/OWNER:<br>THE PORT AUTHORITY OF NY AND NJ | 12/19/2012<br>Date<br>REVISED:<br>05/16/2013<br>Sheet Number<br>4 of 5 |




TYPICAL NEW APPROACH SECTION

0 40 80

SCALE IN FEET




* AT CENTERLINE OF ARCH.

TYPICAL ARCH SECTION AT SUSPENDERS

0 32 64

SCALE IN FEET

STATE OF NEW YORK
JOSEPH P. LOBUONO
No. 54098
LICENSED PROFESSIONAL ENGINEER
5/16/13

# BAYONNE BRIDGE
# RAISE THE ROADWAY PROJECT

**KILL VAN KULL**
**MILE 1.5**

CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY

APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ

01/18/2013
Date
REVISED:
05/16/2013

Sheet Number
5 of 5

U.S. Department of Homeland Security
United States Coast Guard

# BRIDGE PERMIT
## AMENDMENT
## (1a-06-1)

2 3 MAY 2013

**WHEREAS** by a permit issued on 31 December 1927, the Secretary of the Army approved the location and plans of a bridge to be constructed by the Port of New York Authority (Port Authority of New York and New Jersey) across the Kill Van Kull between the States of New York and New Jersey, under authority of an Act of Congress approved 2 March 1925, and that the bridge was constructed;

**AND WHEREAS** said approval was granted in accordance with the provisions of an Act entitled "An Act to regulate the construction of bridges over navigable waters," approved 23 March 1906, as amended (33 U.S.C. 491);

**AND WHEREAS** the functions, powers and duties of the Secretary of the Army under the Act of 1906, as amended, were transferred to and vested in the Secretary of Homeland Security by Section 1512(d) of the Homeland Security Act of 2002 [6 U.S.C. 552 (d)] and have been delegated by the Secretary to the Commandant, U.S. Coast Guard by Department of Homeland Security Delegation Number: 0170.1;

**AND WHEREAS** said Act, as amended, provides that it shall not be lawful to deviate from such plans either before or after completion of the structure unless modification of said plans has previously been submitted to and received the approval of the Secretary of Homeland Security;

**AND WHEREAS** by the permit, as amended 8 March 2006, the Commandant granted to the Port Authority of New York and New Jersey approval of revised plans indicating modification to the bridge by the addition of a fender protection system, and that the bridge was modified;

**AND WHEREAS** condition 1 of the permit, as amended, provided that no deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and receive the approval of the Commandant and the - **PORT AUTHORITY OF NEW YORK AND NEW JERSEY** - now has submitted for approval plans indicating further modification to the bridge;

**NOW THEREFORE,** This is to certify that the location and plans revised 16 May 2013 hereby approved supersede plan sheets BP-S1 and BP-S2 (of 3) dated 1 November 1927 and sheet BP-S3 revised 6 August 1928 previously approved and supplement plan sheets dated October 2004 previously approved. In granting this approval, all conditions to which the original permit, as amended, was subject are superseded by the following conditions:

1. No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Commandant.

2. The construction of falsework, cofferdams or other obstructions, if required, shall be in accordance with plans submitted to and approved by the Commander, First Coast Guard District, prior to modification of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during modification of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the modification of the bridge to the satisfaction of the District Commander, when in the judgment of the District Commander the modification work has reached a point where such action should be taken.

3. Issuance of this permit amendment does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of any federal, state or local authority having cognizance of any aspect of the location, modification or maintenance of said bridge.

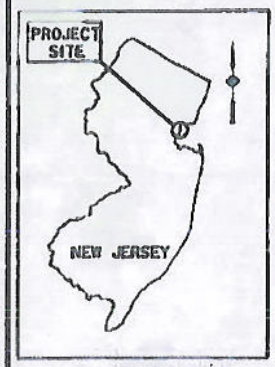
4. The bridge fender protection system shall be maintained as shown on the approved plan sheets dated October 2004 and sheets 2, 3 and 4 (of 5) revised 16 May 2013 for the safety of navigation.

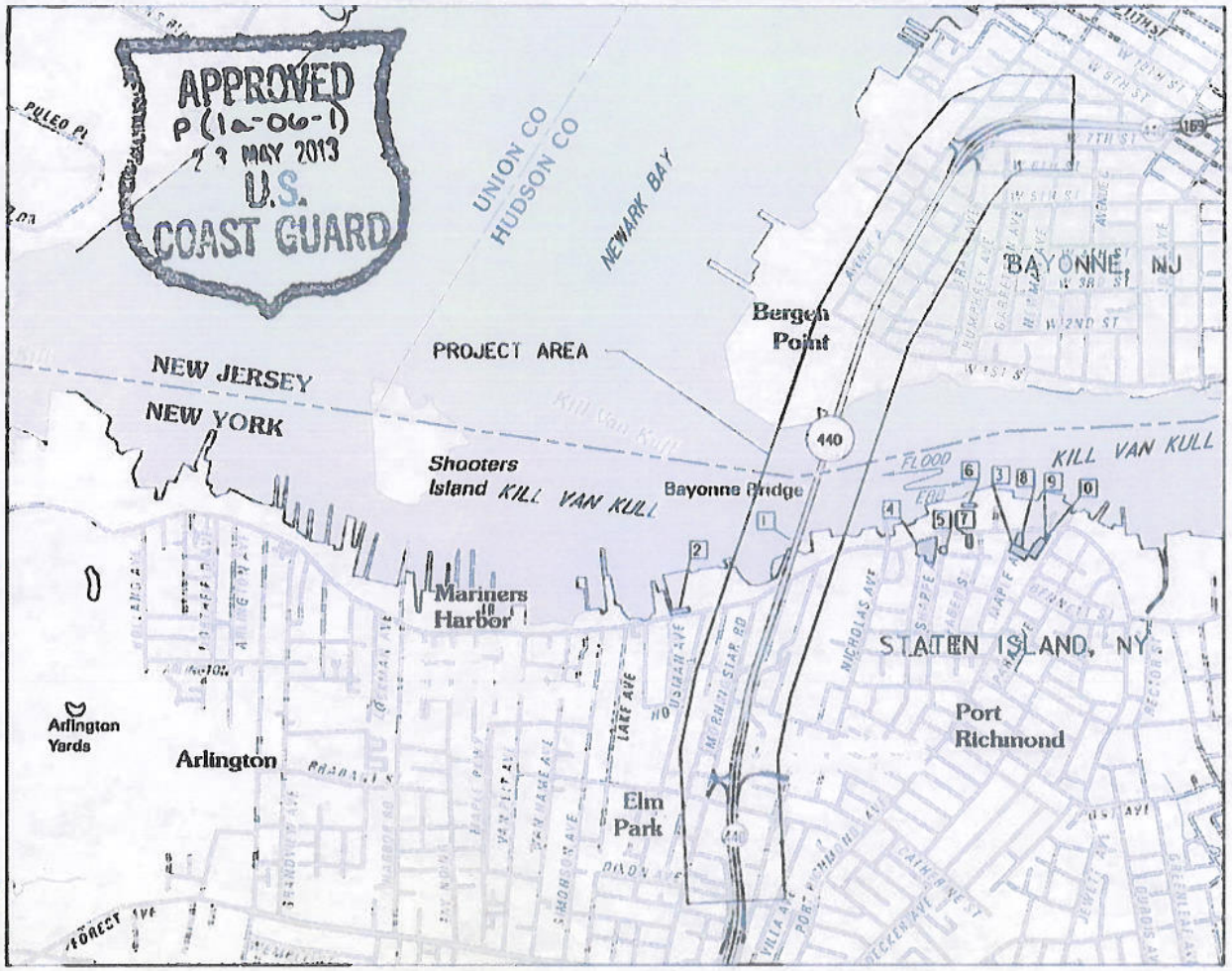
5. All parts of the existing to-be-modified bridge across the Kill Van Kull, mile 1.5, not utilized in the new bridge shall be removed down to or below two feet below the natural ground line and the waterway cleared to the satisfaction of the District Commander. Such removal and clearance shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.

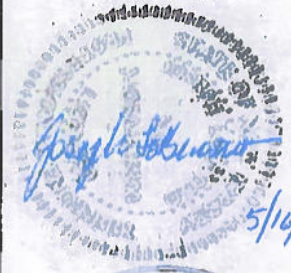
6. When the bridge is no longer used for transportation purposes, it shall be removed in its entirety or to an elevation deemed appropriate by the District Commander and the waterway cleared to the satisfaction of the District Commander. Such removal and clearance shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.

7. The approval hereby granted shall cease and be null and void unless modification of the bridge is commenced within three years and completed within five years after the date of this bridge permit amendment.

Brian L. Dunn
Administrator, Office of Bridge Programs
U.S. Coast Guard
By direction of the Commandant




**HISTORICAL STRUCTURES**

NR/SR ELIGIBLE

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INDIVIDUALLY DESIGNATED LPC LANDMARKS

[2] STANDARD VARNISH WORKS FACTORY OFFICE BLDG

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[7] 2172 RICHMOND TERRACE

[8] 2094 RICHMOND TERRACE, FORMER EMPIRE THEATRE

[9] 26 RICHMOND TERRACE

[0] 24 RICHMOND TERRACE

## VICINITY MAP

0 — 25000 — 50000

SCALE IN FEET

**BAYONNE BRIDGE**
**RAISE THE ROADWAY PROJECT**

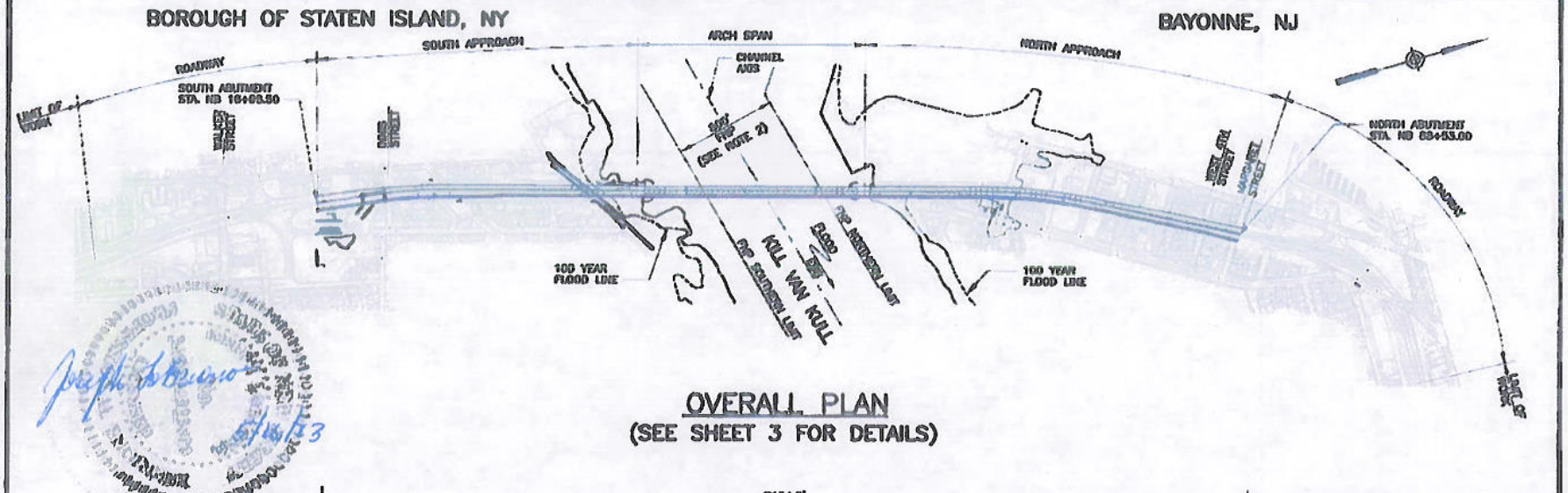
KILL VAN KULL
MILE 1.5

CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
STATEN ISLAND, RICHMOND COUNTY, NY

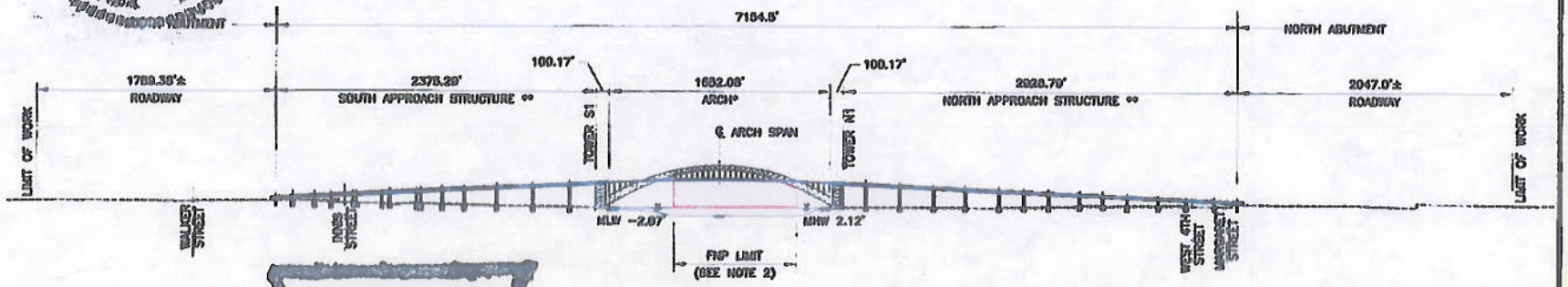
APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ

12/19/2012
Date
REVISED:
05/16/2013

Sheet Number
1 of 5




## OVERALL PLAN
(SEE SHEET 3 FOR DETAILS)




## OVERALL ELEVATION
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APPROVED
P(12-06-1)
23 MAY 2013
U.S. COAST GUARD

STATE OF NEW YORK
JOSEPH P. LOBUONO
No. 54013
LICENSED PROFESSIONAL ENGINEER
5/16/13

0 1200 2400
SCALE IN FEET

**NOTES:**

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**BAYONNE BRIDGE**
**RAISE THE ROADWAY PROJECT**

KILL VAN KULL
MILE 1.8
CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY
APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ

01/18/2013
Date
REVISED:
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Sheet Number
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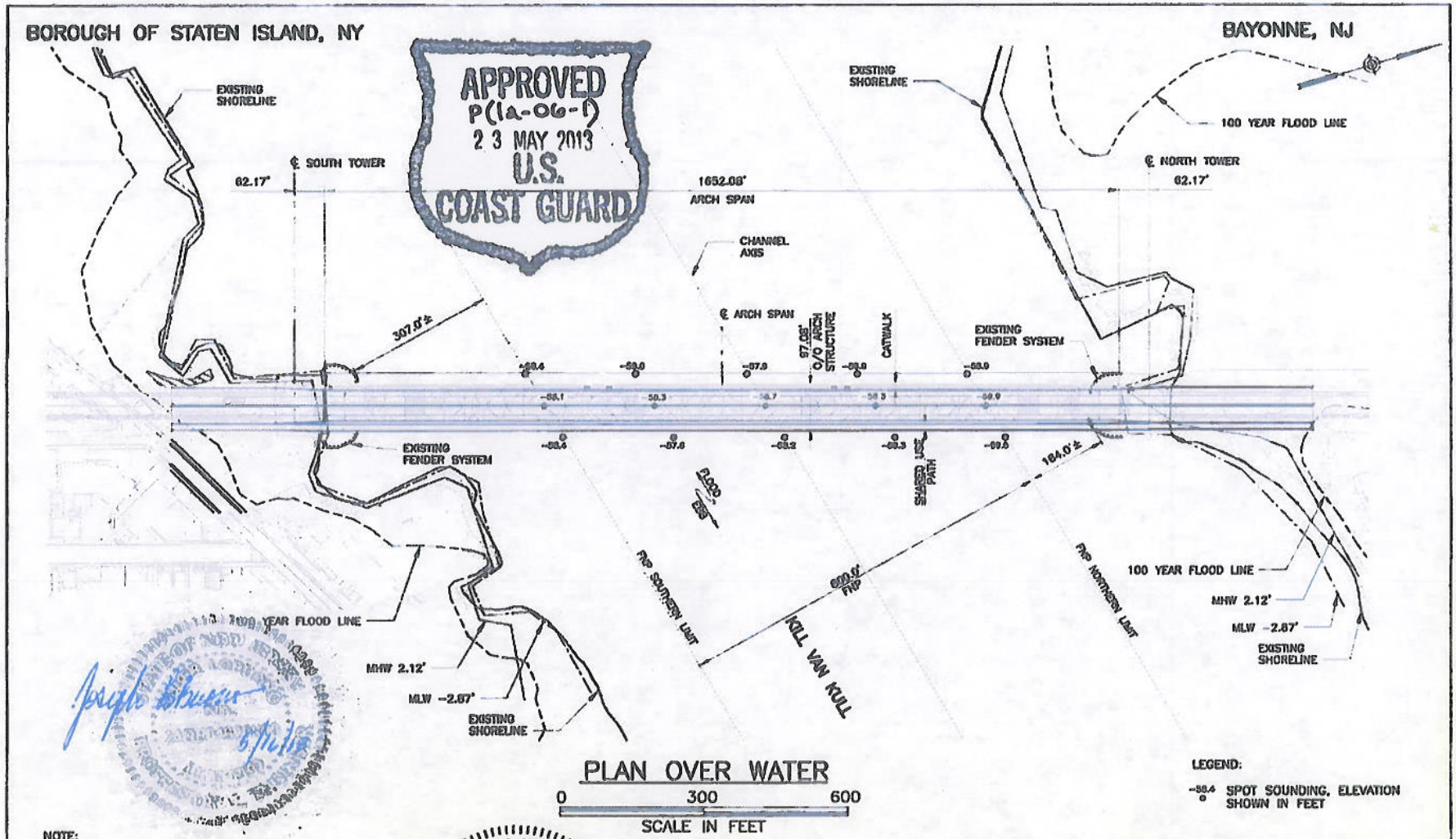


APPROVED
P(12-06-1)
23 MAY 2013
U.S. COAST GUARD

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STATE OF NEW YORK
JOSEPH P. LOBUONO
No. 54098
LICENSED PROFESSIONAL ENGINEER
5/16/13

# BAYONNE BRIDGE
# RAISE THE ROADWAY PROJECT

KILL VAN KULL
MILE 1.6
CITY OF BAYONNE, HUDSON COUNTY, NJ
AND
BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY
APPLICANT/OWNER:
THE PORT AUTHORITY OF NY AND NJ

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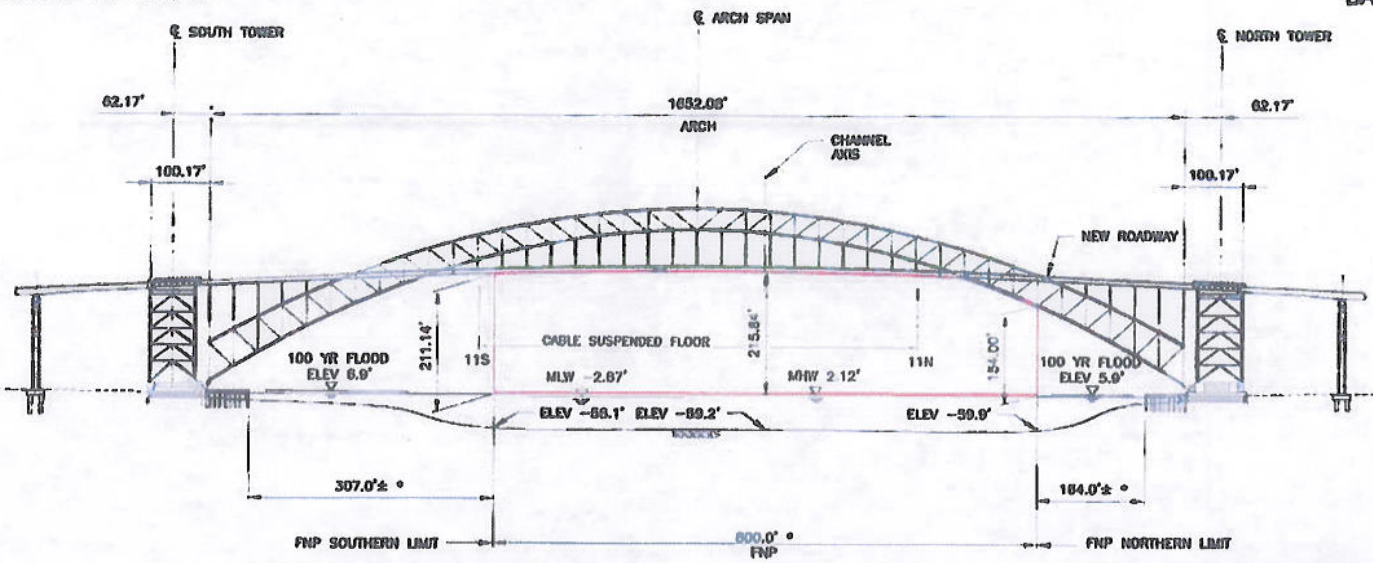
BOROUGH OF STATEN ISLAND, NY

BAYONNE, NJ




* MEASURED NORMAL TO CHANNEL AXIS.
SEE SHEET 3.

## ELEVATION OVER WATER

0 300 600

SCALE IN FEET

APPROVED
P(1a-06-1)
23 MAY 2013
U.S.
COAST GUARD

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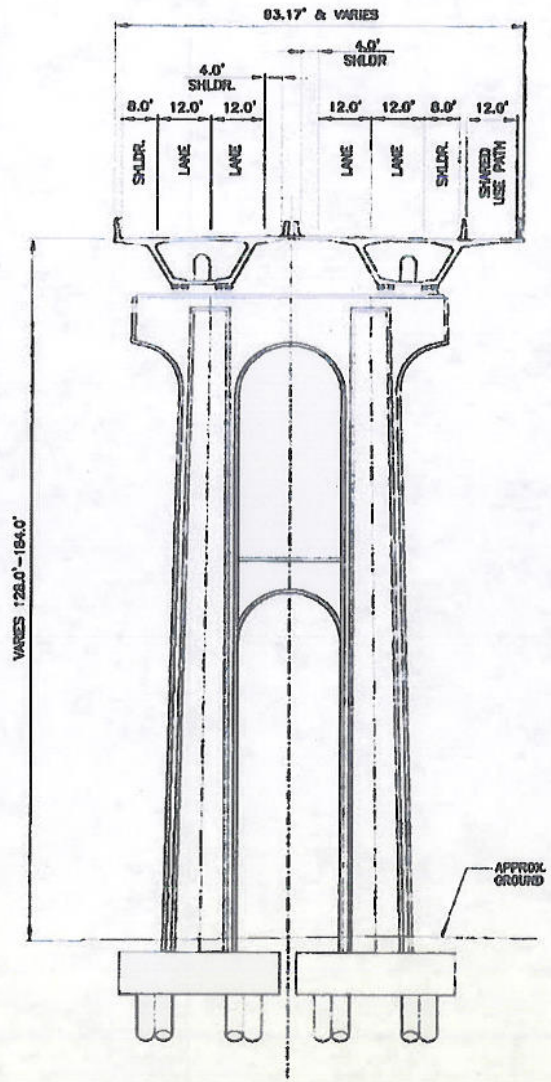
STATE OF NEW YORK
JOSEPH P. LOBUONO
LICENSED PROFESSIONAL ENGINEER
No. 54098
Joseph Lobuono
5/16/13

Joseph Lobuono
5/16/13

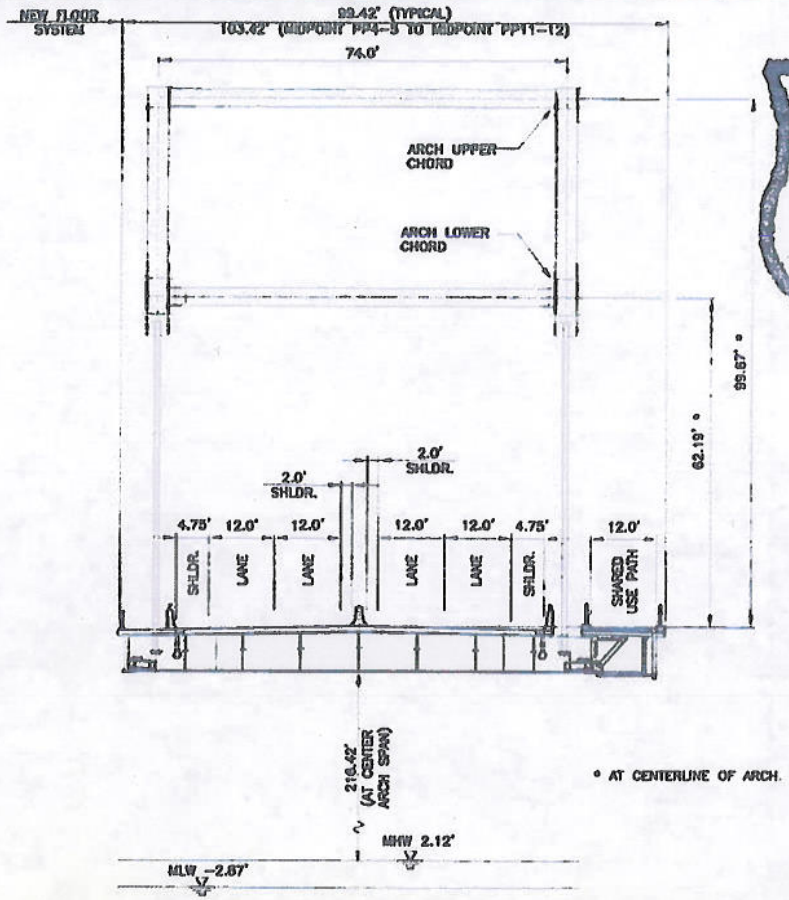
| BAYONNE BRIDGE<br>RAISE THE ROADWAY PROJECT | |
|---|---|
| KILL VAN KULL<br>MILE 1.6<br>CITY OF BAYONNE, HUDSON COUNTY, NJ<br>AND<br>BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY<br>APPLICANT/OWNER:<br>THE PORT AUTHORITY OF NY AND NJ | 12/19/2012<br>Date<br>REVISED:<br>05/16/2013<br>Sheet Number<br>4 of 5 |




TYPICAL NEW APPROACH SECTION

0 40 80

SCALE IN FEET




* AT CENTERLINE OF ARCH.

TYPICAL ARCH SECTION AT SUSPENDERS

0 32 64

SCALE IN FEET

APPROVED
P(12-06-1)
23 MAY 2013
U.S. COAST GUARD

STATE OF NEW YORK
JOSEPH P. LOBUONO
No. 54095
LICENSED PROFESSIONAL ENGINEER
5/16/13

| BAYONNE BRIDGE<br>RAISE THE ROADWAY PROJECT | |
|---|---|
| KILL VAN KULL<br>MILE 1.5<br>CITY OF BAYONNE, HUDSON COUNTY, NJ<br>AND<br>BOROUGH OF STATEN ISLAND, RICHMOND COUNTY, NY<br>APPLICANT/OWNER:<br>THE PORT AUTHORITY OF NY AND NJ | 01/18/2013<br>Date<br>REVISED:<br>05/16/2013<br>Sheet Number<br>5 of 5 |

THE PORT AUTHORITY OF NY & NJ

*Engineering Department*

May 17, 2011
Hatch Mott MacDonald
27 Bleeker Street

Attention: Mr. Kevin Koch, P.E.
Vice president

Subject: Bayonne Bridge Navigational Clearance Program – Phase 1 Environmental Site Assessment for Port Authority Owned Properties.

Reference: Expert Professional Services – Performance of Expert Professional Environmental Design services on a "call-in" Basis. P.A. Agreement No. 415-11-069, ECI #2, Project Charge Code CB06-261.039, P.O. # 4900006680.

Dear Mr. Koch:

Subject to the terms and conditions of the referenced agreement between the Port Authority of New York and New Jersey and Hatch Mott MacDonald dated January 1, 2011, your fee proposal for the subject project, dated May 2, 2011, is hereby approved. Verbal approval to proceed was given on May 13, 2011.

The total compensation for the work outlined therein is not to exceed $ 63,500.00. The work generally consists of performing a Phase 1 Environmental Site Assessment for approximately 17 Port Authority owned Properties impacted by the raising of the roadway deck to a mid-span height of 215 feet, for navigational clearance.

Your attention is directed to paragraph four of the referenced Agreement wherein it is stated that you shall not continue to render services beyond the point at which your total compensation reaches the above stated cost without the specific approval of the undersigned to so continue.

For the purpose of administering this project, I have designated Mr. Gerald Jean-Pierre (973-565-7559) to act as the Project Manager.

Very truly yours,

Digitally signed by Kai Q. Moy
DN: cn=Kai Q. Moy, o=EADD, ou=EEU, email=kmoy@panynj.gov, c=US
Date: 2011.05.18 09:41:15 -04'00'

Kai Q. Moy, P. E.
Assistant Chief Environmental Engineer
2 Gateway Center, 14th fl.
Newark, NJ 07120
T:973-565-7571
F:973-565-7649

Copy: G.Jean-Pierre, B. Walch, R. Pruno, File.

THE PORT AUTHORITY OF NY & NJ

*Engineering Department*

May 17, 2011
Hatch Mott MacDonald
27 Bleeker Street

Attention: Mr. Kevin Koch, P.E.
Vice president

Subject: Bayonne Bridge Navigational Clearance Program – Phase 1 Environmental Site Assessment for Non-Port Authority Owned Properties.

Reference: Expert Professional Services – Performance of Expert Professional Environmental Design services on a "call-in" Basis. P.A. Agreement No. 415-11-069, ECI #3, Project Charge Code CB06-261.039, P.O. # ~~4900006680~~. 4900006681

Dear Mr. Koch:

Subject to the terms and conditions of the referenced agreement between the Port Authority of New York and New Jersey and Hatch Mott MacDonald dated January 1, 2011, your fee proposal for the subject project, dated May 2, 2011, is hereby approved. Verbal approval to proceed was given on May 13, 2011.

The total compensation for the work outlined therein is not to exceed $ 66,000.00. The work generally consists of performing a Phase 1 Environmental Site Assessment for approximately 60 Non-Port Authority owned Properties impacted by the raising of the roadway deck to a mid-span height of 215 feet, for navigational clearance.

Your attention is directed to paragraph four of the referenced Agreement wherein it is stated that you shall not continue to render services beyond the point at which your total compensation reaches the above stated cost without the specific approval of the undersigned to so continue.

For the purpose of administering this project, I have designated Mr. Gerald Jean-Pierre (973-565-7559) to act as the Project Manager.

Very truly yours,

Digitally signed by Kai Q. Moy
DN: cn=Kai Q. Moy, o=EADD, ou=EEU, email=kmoy@panynj.gov, c=US
Date: 2011.05.18 10:00:03 -04'00'

Kai Q. Moy, P. E.
Assistant Chief Environmental Engineer
2 Gateway Center, 14th fl.
Newark, NJ 07120
T:973-565-7571
F:973-565-7649

Copy: G.Jean-Pierre, B. Walch, R. Pruno, File.

Hatch Mott MacDonald

**Hatch Mott MacDonald**
27 Bleeker Street
Millburn, NJ 07041-1008
T 973.379.3400 www.hatchmott.com

May 2, 2011

Mr. Bruce Walch, P.E.
The Port Authority of New York and New Jersey
2 Gateway Center, 14th Floor
Newark, New Jersey 071041

**Re: Environmental Screening**
**Bayonne Bridge – Non-Port Authority Owned Properties**
**Richmond, New York and Bayonne, New Jersey**

Dear Mr. Walch:

Hatch Mott MacDonald (HMM) is pleased to assist the Port Authority of New York and New Jersey (Port Authority) by conducting an environmental screening (ES) on the above referenced properties. The ES will be performed to assist The Port Authority in evaluating the presence of environmental conditions.

The Bayonne Bridge spans across the Kill Van Kull between New Jersey and New York. Navigational clearance varies from approximately 151 feet above mean low water and 156 feet above mean high water, which restricts access of container ships (that can have antenna masts which can reach a height of 210 feet above the waterline) to terminals west of the bridge. It is HMM's understanding that in order to accommodate the larger container ships, The Port Authority proposes to 1) raise the existing roadway deck to a mid-span height of 215 feet, which would extend the overall length of the bridge and approaches by approximately 2,560 feet in length, 2) disturb 40 feet of land to the north and south of the approaches for construction easement, and 3) use a property adjacent to the bridge to stage equipment and materials.

The Port Authority has requested that an ES be completed on up to 60 properties not owned by The Port Authority located adjacent to the limits of the Bayonne Bridge and its approaches. This will include a property to be used to stage equipment and materials. For the purpose of this proposal we assume that the environment screening will include up to 60 properties within the limits defined on the drawing entitled *Bayonne Bridge Navigational Clearance Program* dated April 18, 2011.

## *PURPOSE AND OBJECTIVES*

The purpose of the ES is to investigate the properties above through the tasks described herein in an attempt to ascertain the presence or absence of "recognized environmental conditions". Recognized environmental conditions mean the presence or likely presence of hazardous substances, hazardous wastes and petroleum products on a property under conditions that indicate an existing or past release, or a material threat of their release into structures on the property or into the ground, groundwater or surface water of the property.

The objective of the ES through the tasks described herein is to note the presence of such conditions or to describe the lack of the same and not necessarily to fully evaluate or estimate the extent of potential contamination associated with these areas. Full evaluation of these areas (if desired) often involves additional investigation and/or sampling and analysis and would be conducted in a second phase of the project.

Tasks that we will undertake within the ES focus on site inspection and data gathering and evaluation culminating in production of a report. Please note the completion of the ES does not meet the requirements of a Phase I Environmental Site Assessment (ASTM 1527-05).

These tasks are:

**Records Review:**

Hatch Mott MacDonald will review reasonably ascertainable information from standard sources including:

Standard Environmental Records (Minimum ½ mile radius search):
- Federal NPL Site List
- Federal CERCLIS List
- Federal RCRA TSD Facilities List
- Federal RCRA Generators List
- Federal ERNS List
- State Environmental Lists

Standard Physical Setting Source:
- USGS Topographic Sheet(s)

Standard Historical Sources:
- Historical aerial photographs
- Other sources, if warranted, such as fire insurance maps, local records.

HMM understands that no contact with Federal, State or local agencies is to occur.

**Site Reconnaissance:**

Hatch Mott MacDonald will conduct a site visit of the property to examine current conditions of the property, general topography and to investigate the presence or absence of areas of recognized environmental conditions such as visually discernible spills or discharges of hazardous substances, storage tanks, drums and containers, potential PCB containing electrical (excluding fluorescent light ballast), hydraulic equipment and stained soils.

It is HMM's understating that access to the properties (including interior portions of site structures) with not be provided. All site reconnaissance activities will be completed from accessible portions of the property border.

### *REPORT PREPARATION*

Hatch Mott MacDonald will generate a summary sheet for each property, which will summarize the results of the ES. The summary sheets will be included in an overall report. The report will describe and document our investigation and present our conclusions. The report will also locate and describe recognized environmental conditions identified during the assessment or present information describing the lack of the same. Recommendations, if any, will not be provided in the report unless specifically requested by the Port Authority.

The potential presence of lead based paint, PCB-containing building materials, wetlands or radon gas will not be considered and no sampling or analysis is included within this scope of work.

### *SCHEDULE*

Assuming that authorization to proceed is received by May 9, 2011 and the site inspections can be completed by May 25, 2011, HMM can provide a report to The Port Authority by June 22, 2011.

### *BUDGET*

Compensation for this project will be based on a time and expenses basis. Our estimate of cost for this work is $66,000. Please note that the budget proposed is an estimate. In accordance with the terms of our agreement, this estimate will not be exceeded without the prior written approval of the Port Authority. The proposed budget is broken in the following Tables. Actual billing will be in accordance with Port Authority-approved individual rates.

***Labor and Expenses***

| | | | |
|---|---|---|---|
| Vice President | 40 | $210 | $8,400 |
| Project Scientist/Manager | 280 | $110 | $30,800 |
| Sr. Scientist/Engineer | 300 | $85 | $25,500 |
| Misc. Expenses/ Copying | | LS | $1,300 |
| **TOTAL** | | | $66,000 |

Hatch Mott MacDonald

***Tasks and Expenses***

| | |
|---|---|
| Preparation for Site Reconnaissance | $4,500 |
| Site Reconnaissance Activities | $15,500 |
| Records Review | $10,500 |
| Reporting | $34,200 |
| Misc. Expenses/ Copying | $1,300 |
| **TOTAL** | $66,000 |

Should you have any questions or comments, please feel free to contact this office at your earliest convenience. We look forward to working with you on this project.

Very truly yours,

Hatch Mott MacDonald

Rob Trepp

Rob Trepp
Project Scientist
T 973-912-3347 F 973-912-2400
robert.trepp@hatchmott.com

Kevin E. Koch

Kevin E. Koch, P.E.
Vice President
T 973-912-2490 F 973-912-2400
kevin.koch@hatchmott.com

Hatch Mott MacDonald

**Hatch Mott MacDonald**
27 Bleeker Street
Millburn, NJ 07041-1008
T 973.379.3400 www.hatchmott.com

May 2, 2011

Mr. Bruce Walch, P.E.
The Port Authority of New York and New Jersey
2 Gateway Center, 14th Floor
Newark, New Jersey 071041

**Re: Phase I Environmental Site Assessment**
**Bayonne Bridge – Port Authority Owned Properties**
**Richmond, New York and Bayonne, New Jersey**

Dear Mr. Walch:

Hatch Mott MacDonald (HMM) is pleased to assist the Port Authority of New York and New Jersey (Port Authority) by conducting a Phase I Environmental Assessment (ESA) on the above referenced properties. The ESA will be performed in general accordance with ASTM E 1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. Terms referred to in the Scope of Work are as defined in that standard. That standard practice is intended to constitute appropriate inquiry for purposes of the CERCLA innocent landowner defense and to assist the user in developing information about the environmental condition of a property and assessing its environmental condition.

The Bayonne Bridge spans across the Kill Van Kull between New Jersey and New York. Navigational clearance varies from approximately 151 feet above mean low water and 156 feet above mean high water, which restricts access of container ships (that can have antenna masts which can reach a height of 210 feet above the waterline) to terminals west of the bridge. It is HMM's understanding that in order to accommodate the larger container ships, The Port Authority proposes to 1) raise the existing roadway deck to a mid-span height of 215 feet, which would extend the overall length of the bridge and approaches by approximately 2,560 feet in length, 2) disturb 40 feet of land to the north and south of the approaches for construction easement, and 3) use a property adjacent to the bridge to stage equipment and materials. The Port Authority has requested Phase I ESAs be completed on Port Authority owned properties within and adjacent to the limits of the Bayonne Bridge.

For the purpose of this proposal we assume that Phase I ESAs will be conducted on up to 17 properties (as outlined in the Kupper proposal dated March 22, 2011) owned by The Port Authority within and adjacent to the limits of the Bayonne Bridge and its approaches. The limits of the 17 properties are depicted on the drawing entitled *Bayonne Bridge Navigational Clearance Program* dated April 18, 2011.

***PURPOSE AND OBJECTIVES***

The purpose of the ESA is to investigate The Port Authority properties above through the tasks described herein in an attempt to ascertain the presence or absence of "recognized environmental conditions". Recognized environmental conditions mean the presence or likely presence of hazardous substances, hazardous wastes and

petroleum products on a property under conditions that indicate an existing or past release, or a material threat of their release into structures on the property or into the ground, groundwater or surface water of the property.

The objective of the ESA through the tasks described herein is to note the presence of such conditions or to describe the lack of the same and not necessarily to fully evaluate or estimate the extent of potential contamination associated with these areas. Full evaluation of these areas (if desired) often involves additional investigation and/or sampling and analysis and would be conducted in a second phase of the project.

Tasks that we will undertake within the ESA focus on site inspection, interviews, and data gathering and evaluation culminating in production of a report.

These tasks are:

**Records Review:**

Hatch Mott MacDonald will review reasonably ascertainable information from standard sources including:

Standard Environmental Records (Minimum ½ mile radius search):
- Federal NPL Site List
- Federal CERCLIS List
- Federal RCRA TSD Facilities List
- Federal RCRA Generators List
- Federal ERNS List
- State Environmental Lists

Standard Physical Setting Source:
- USGS Topographic Sheet(s)

Standard Historical Sources:
- Historical aerial photographs
- Other sources, if warranted, such as fire insurance maps, local records.

HMM understands that no contact with Federal, State or local agencies is to occur.

**Site Reconnaissance:**

Hatch Mott MacDonald will conduct a site visit of the property to examine current conditions of the property, general topography and to investigate the presence or absence of areas of recognized environmental conditions such as visually discernible spills or discharges of hazardous substances, storage tanks, drums and containers, potential PCB containing electrical (excluding fluorescent light ballast), hydraulic equipment and stained soils.

**Interviews:**

Hatch Mott MacDonald will attempt to interview the key site manager (as designated by the Port Authority), knowledgeable employees or current tenants to obtain information concerning present and past uses of the site and other conditions. At the request of The Port Authority, HMM will not contact or interview local agency officials.

***REPORT PREPARATION***

Hatch Mott MacDonald will summarize the results of the Phase I ESA for each of the properties in an overall report. The report will describe and document our investigation and present our conclusions. The report will also locate and describe recognized environmental conditions identified during the assessment or present information describing the lack of the same. Recommendations, if any, will not be provided in the report unless specifically requested by the Port Authority.

The potential presence of asbestos-containing materials, lead paint, PCB-containing building materials, and wetlands will be noted, but no sampling or analysis is included within this scope of work.

***SCHEDULE***

Assuming that authorization to proceed is received by May 9, 2011 and the site inspections can be completed by May 25, 2011, HMM can provide a report to The Port Authority by June 22, 2011.

***BUDGET***

Compensation for this project will be based on a time and expenses basis. Our estimate of cost for this work is $63,500. Please note that the budget proposed is an estimate. In accordance with the terms of our agreement, this estimate will not be exceeded without the prior written approval of the Port Authority. The proposed budget is broken in the following Tables. Actual billing will be in accordance with Port Authority-approved individual rates.

***Labor and Expenses***

| | | | |
|---|---|---|---|
| Vice President | 40 | $210 | $8,400 |
| Project Scientist/Manager | 250 | $110 | 27,500 |
| Sr. Scientist/Engineer | 260 | $85 | 22,100 |
| Misc. Expenses/Electronic Data Search/ Historical Aerials/ Copying | | LS | 5,500 |
| **TOTAL** | | | $63,500 |

Hatch Mott MacDonald

***Tasks and Expenses***

| | |
|---|---|
| Preparation of Site Reconnaissance | $3,000 |
| Site Reconnaissance Activities | $18,500 |
| Records Review | $9,000 |
| Reporting | $27,500 |
| Misc. Expenses/Electronic Data Search/ Historical Aerials/ Copying | $5,500 |
| **TOTAL** | $63,500 |

***SUB CONSULTANTS***

On this project we propose to utilize the services of First Search for Electronic Data and Historic Aerials for historical aerial photographs.

Should you have any questions or comments, please feel free to contact this office at your earliest convenience. We look forward to working with you on this project.

Very truly yours,

Hatch Mott MacDonald

Rob Trepp
Project Scientist
T 973-912-3347 F 973-912-2400
robert.trepp@hatchmott.com

Kevin E. Koch, P.E.
Vice President
T 973-912-2490 F 973-912-2400
kevin.koch@hatchmott.com

June 10, 2013
Hatch Mott MacDonald
27 Bleeker Street
Millburn, NJ 07041

Attention: Mr. Kevin Koch, P.E.
Vice president

Subject: Bayonne Bridge Navigational Clearance Program – Thorough Phase 1 Environmental Site Assessment for Port Authority Properties and Additional Non PA Owned Public Roadways and Multiple Reviews.

Reference: Expert Professional Services – Performance of Expert Professional Environmental Design Services on a "Call-in" Basis. P.A. Agreement No. 415-13-069, ECI #8.1, Project Charge Code CB06-263.039, P.O. # 4900009017.

Dear Mr. Koch:

Subject to the terms and conditions of the referenced agreement between the Port Authority of New York and New Jersey and Hatch Mott MacDonald dated January 1, 2013, your fee proposal in the amount of $7,500, dated April 30, 2013, is hereby approved. Verbal approval to proceed with this work was given on May 3, 2013.

This $7,500 is in addition to the $61,000 previously approved, bringing the total amount to $68,500 for this project. The work generally consists of encompassing additional roadway areas and performing multiple reviews for a complete Phase 1 Environmental Site Assessment for the Port Authority owned properties and adjoining non-Port Authority owned streets as shown in the BBNCP contract revised Limit of Work Plan dated 2/15/13.

Your attention is directed to paragraph three of the referenced Agreement wherein it is stated that you shall not continue to render services beyond the point at which your total compensation reaches the above stated cost without the specific approval of the undersigned to so continue.

For the purpose of administering this project, I have designated Mr. Gerald Jean-Pierre (973-565-7559) to act as the Project Manager.

Sincerely,

DN: cn=Kai Q. Moy, o=PANYNJ, ou=Env'l Eng/EADD, email=kmoy@panynj, c=US
Date: 2013.06.11 07:06:59 -04'00'

Kai Q. Moy, P.E.
Asst. Chief Environmental Engineer

*2 Gateway Center, 14th fl.*
*Newark, NJ 07120*
*T: 973-565-7571 F: 973-565-7649*

*CC: R. Pruno, G. Jean-Pierre, E. Zedeno, R. Trepp.*

Hatch Mott MacDonald

27 Bleeker Street
Millburn, NJ 07041-1008
T 973.379.3400 www.hatchmott.com

April 30, 2013

Mr. Gerald Jean-Pierre
The Port Authority of New York and New Jersey
2 Gateway Center, 14th Floor
Newark, New Jersey 071041

**Re: Budget Increase for**
**Phase I Environmental Site Assessment**
**Bayonne Bridge Navigational Clearance Program**
**Richmond, New York and Bayonne, New Jersey**

Dear Mr. Jean-Pierre:

As we discussed, Hatch Mott MacDonald (HMM) is reaching our budget for the update of Phase I Environmental Assessment (ESA) on the above referenced project. During the conductance of this project we undertook several additional tasks that were not anticipated in the original budget estimate. These tasks were:

- Weekly conference Calls,
- The electronic data search used in 2011 was completed by a firm call First Search. This firm had been acquired by EDR Inc. which provided the updated data search in a different format. This resulted in an increase time effort to compare the two data base searches to determine if additional issues were raised,
- After we initiated the project it became apparent the three new properties were in the Project Area that we were not previously aware of and therefore not included in the budget. These areas required complete Phase I ESAs, and
- Additional Comments/Revisions by various personnel.

***BUDGET***

We estimate to complete this project will require an additional $7,500. Please note that the budget proposed is an estimate. In accordance with the terms of our agreement, this estimate will not be exceeded without the prior written approval of the Port Authority. The proposed budget is broken in the following Tables. Actual billing will be in accordance with Port Authority-approved individual rates.

***Labor and Expenses***

| | | | |
|---|---|---|---|
| Vice President | 10 | $210 | $2,100 |
| Project Scientist/Manager | 20 | $110 | 4,400 |
| Sr. Scientist/Engineer | 10 | $85 | 850 |
| Misc. Expenses | | LS | 150 |
| **TOTAL** | | | $7,500 |

Hatch Mott MacDonald

Should you have any questions or comments, please feel free to contact this office at your earliest convenience. We look forward to working with you on this project.

Very truly yours,

Hatch Mott MacDonald

Rob Trepp
Project Scientist
T 973-912-3347 F 973-912-2400
robert.trepp@hatchmott.com

Kevin E. Koch, P.E.
Vice President
T 973-912-2490 F 973-912-2400
kevin.koch@hatchmott.com

March 26, 2013
Hatch Mott MacDonald
27 Bleeker Street

Attention: Mr. Kevin Koch, P.E.
Vice president

Subject: Bayonne Bridge Navigational Clearance Program – Thorough Phase 1 Environmental Site Assessment for Port Authority Properties and adjoining Streets.

Reference: Expert Professional Services – Performance of Expert Professional Environmental Design services on a "call-in" Basis. P.A. Agreement No. 415-13-069, ECI #8, Project Charge Code CB06-263.039, P.O. # 4900009017.

Dear Mr. Koch:

Subject to the terms and conditions of the referenced agreement between the Port Authority of New York and New Jersey and Hatch Mott MacDonald dated January 1, 2013, your fee proposal for the subject project, dated March 14, 2013, is hereby approved. Verbal approval to proceed was given on March 14, 2013.

The total compensation for the work outlined therein is not to exceed $ 61,000.00. The work generally consists of performing a complete Phase 1 Environmental Site Assessment for the Port Authority owned properties and adjoining non-Port Authority owned streets as shown in the BBNCP contract revised Limit of Work Plan dated 2/15/13.

Your attention is directed to paragraph three of the referenced Agreement wherein it is stated that you shall not continue to render services beyond the point at which your total compensation reaches the above stated cost without the specific approval of the undersigned to so continue.

For the purpose of administering this project, I have designated Mr. Gerald Jean-Pierre (973-565-7559) to act as the Project Manager.

Sincerely,

DN: cn=Kai Q. Moy, o=PANYNJ, ou=Env'l Eng/EADD, email=kmoy@panynj, c=US
Date: 2013.03.28 13:24:49 -04'00'

Kai Q. Moy, P.E.
Asst. Chief Environmental Engineer

*2 Gateway Center, 14th fl.*
*Newark, NJ 07120*
*T: 973-565-7571 F: 973-565-7649*

*CC: R. Pruno, G. Jean-Pierre, E. Zedeno, R. Trepp.*

March 26, 2013
Hatch Mott MacDonald
27 Bleeker Street

Attention: Mr. Kevin Koch, P.E.
Vice president

Subject: Bayonne Bridge Navigational Clearance Program – Thorough Phase 1 Environmental Site Assessment for Port Authority Properties and adjoining Streets.

Reference: Expert Professional Services – Performance of Expert Professional Environmental Design services on a "call-in" Basis. P.A. Agreement No. 415-13-069, ECI #8, Project Charge Code CB06-263.039, P.O. # 4900009017.

Dear Mr. Koch:

Subject to the terms and conditions of the referenced agreement between the Port Authority of New York and New Jersey and Hatch Mott MacDonald dated January 1, 2013, your fee proposal for the subject project, dated March 14, 2013, is hereby approved. Verbal approval to proceed was given on March 14, 2013.

The total compensation for the work outlined therein is not to exceed $ 61,000.00. The work generally consists of performing a complete Phase 1 Environmental Site Assessment for the Port Authority owned properties and adjoining non-Port Authority owned streets as shown in the BBNCP contract revised Limit of Work Plan dated 2/15/13.

Your attention is directed to paragraph three of the referenced Agreement wherein it is stated that you shall not continue to render services beyond the point at which your total compensation reaches the above stated cost without the specific approval of the undersigned to so continue.

For the purpose of administering this project, I have designated Mr. Gerald Jean-Pierre (973-565-7559) to act as the Project Manager.

Sincerely,

DN: cn=Kai Q. Moy, o=PANYNJ, ou=Env'l Eng/EADD, email=kmoy@panynj, c=US
Date: 2013.03.28 13:24:49 -04'00'

Kai Q. Moy, P.E.
Asst. Chief Environmental Engineer

*2 Gateway Center, 14th fl.*
*Newark, NJ 07120*
*T: 973-565-7571 F: 973-565-7649*

*CC: R. Pruno, G. Jean-Pierre, E. Zedeno, R. Trepp.*

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

**P.A. Agreement #TBT-11-020**
October 26, 2011

Li/Saltzman Architects, P.C.
62 White Street
New York, NY 10013

**CONFORMED**

Attention: Judith Saltzman, Vice President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR PERFORMANCE OF THE STATE HISTORIC PRESERVATION OFFICE REVIEW PROCESS IN SUPPORT OF THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM**

Dear Ms. Saltzman:

1. The Port Authority of New York and New Jersey (hereinafter, the "Authority") hereby offers to retain Li/Saltzman Architects, PC (hereinafter, "the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

2. This Agreement shall be signed by you and the Authority's Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director, Tunnels, Bridges and Terminals Department, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in him unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Director has designated Michael Valetta, Assistant Director of Tunnels, Bridges and Terminals, to act as his duly authorized representative. The Project Manager for this project is TJ Przybyla, at (201) 395-7462, or e-mail address tprzybyla@panynj.gov.

3. Your services shall be performed as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of all your services under this Agreement.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Director personally, in which case the requirements of said notification shall apply.

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement or professional standards. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

6. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the amount of $170,681.99 unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C and D below, subject to the limits on compensation and the provisions set forth in paragraph 6 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. For work performed at the Consultant's offices, the Consultant shall be compensated at an amount equal to 2.85 times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; for work performed at Authority office(s), as mutually agreed upon, the Consultant shall be compensated at an amount equal to 2.85 times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing schedule shall clearly indicate any of your employees, as proposed by you to perform the requested services, that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change setting forth in detail any increased costs to the Consultant of providing the services under this Agreement that has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates that are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall in all cases be finally determined by the Director or his designee, in their sole and absolute discretion.

Notwithstanding the above, the multipliers set forth in the second and sixth lines of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

The Consultant shall verify that its employees and any subconsultants working under this Agreement (in the United States) are legally present and authorized to work there, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish or provide the Authority access to federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of $1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice, shall not be given under this Agreement.

C. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Director of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the

number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Director, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for mailing and delivery charges for submittal of drawings, specifications and reports; long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

Notwithstanding the above the Authority will pay an amount approved in advance by the Director and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

The expenses do not include amounts that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

3) When the Consultant uses its employee's personal vehicle to provide services within the Port District, the Consultant shall be reimbursed upon prior approval for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the United States General Services Administration - **http://www.gsa.gov/portal/content/100715)** per mile traveled by auto.

4) When the Consultant is asked to provide services outside the Port District, the actual cost of coach transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

*Domestic Rates:* **http://www.gsa.gov/portal/category/21287**

You shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of $1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of $25 with receipted bills and provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to architects, engineers, designers, drafters or other professional and technical employees of the Consultant, for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the rates referred to in subparagraph A above.

8. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of one year after completion of services to be performed under this Agreement.

9. On or about the fifteenth day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Director. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within fifteen days after

receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

10. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Director through the date of termination, minus all prior payments to you.

11. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the Director. Such approval may be withheld, if for any reason the Director believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

12. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Director.

13. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

14. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

15. Originals of estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall

become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

17. You shall promptly and fully inform the Director in writing of any intellectual property disputes, as well as patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

18. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may

sublet services to subconsultants with the express consent in writing of the Director. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

19. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups; and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women; or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women: and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

"Minority group" means any of the following racial or ethnic groups:

A. Black persons having origins in any of the Black African racial groups not of Hispanic origin;

B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

D. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The Authority has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

In order to facilitate the meeting of this goal, the Consultant shall use every good-faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

The Authority has a list of certified MBE/WBE service firms which is available to you at http://www.panynj.gov/business-opportunities/supplier-diversity.html. The Consultant will be required to submit to the Authority's Office of Business and Job Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

20. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this Agreement to address changing security conditions and/or new governmental regulations.

21. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk or loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage

of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event the Consultant shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

22. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION AND DISCLOSURE OF OTHER INFORMATION

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the Consultant and each parent and/or affiliate of the Consultant has not:

A. been indicted or convicted in any jurisdiction;

B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;

C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;

D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;

E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, proposal rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and

G. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

23. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

A. the prices in its proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor;

B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other Consultant or to any competitor;

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the Authority) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

The foregoing certifications, shall be deemed to be made by the Consultant as follows:

* if the Consultant is a corporation, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each parent, affiliate, director, and officer of the Consultant, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Consultant with an ownership interest in excess of 10%;

* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in

paragraph "23G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

24. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

Consultants are advised that the Authority has adopted a policy to the effect that in awarding its agreements it will honor any determination by an agency of the State of New York or New Jersey

that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed because (i) the state agency determination relied upon does not apply to the Consultant, or (ii) the state agency determination relied upon was made without affording the Consultant the notice and hearing to which the Consultant was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

25. NO GIFTS OR GRATUITIES

During the term of this Agreement, the Consultant shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority of duties involving transactions with the Consultant on behalf of the Authority, whether or not such duties are related to this Agreement or any other Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Agreement or any other Authority agreement), etc. which might tend to obligate the Authority employee to the Consultant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

The Consultant shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

26. NON-DISCLOSURE/CONFIDENTIALITY, OFFERS OF EMPLOYMENT

During the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure

dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

27. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any

agreements, which result, directly or indirectly, from the services provided by the Consultant hereunder.

28. DEFINITIONS

As used in sections 22 to 27 above, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Consultant by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Consultant.

29. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

30. No Commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

31. If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower left-hand corner and returning them to the Authority.

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date 11/8/11

ACCEPTED:

LI/SALTZMAN ARCHITECTS, PC:

By: Judith Saltzman

Title: Vice President

Date: 11/9/11

**ATTACHMENT A**
**PERFORMANCE OF EXPERT PROFESSIONAL SERVICES**
**FOR PERFORMANCE OF THE STATE HISTORIC PRESERVATION OFFICE REVIEW PROCESS IN SUPPORT OF THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM**

## I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

The Authority's facilities also include all of its wholly owned subsidiaries, such as but not limited to The Port Authority Trans-Hudson Corporation (PATH), that is a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York-New Jersey transportation network. The Consultant shall provide services to the Authority and any of its subsidiaries as required by the Authority.

The Arthur Kill Bayonne Bridge, also known as the Bayonne Bridge ("BB"), opened in 1931, and is a four-lane bridge, carrying Interstate 440 across the Kill Van Kull, a body of water joining Newark Bay and Upper New York Bay, between Bayonne, NJ and Port Richmond, Staten Island, NY. The Bayonne Bridge has been determined to be eligible for listing on the National Register of Historic Places.

In 2009, the United States Army Corps of Engineers (USACE) completed an analysis of the BB air draft at the request of the Authority. The report concluded that "at its current height, the Bayonne Bridge is an obstruction to large container vessels that might otherwise call the Port of NY and NJ within the 50-year planning horizon." In 2009 and 2010, the Authority undertook a screening analysis of alternatives to eliminating the BB obstruction to large container vessels. Alternatives considered included modification to the existing bridge, a new bridge or tunnel, a lift bridge, ferry service, and the development of alternate port sites. As a result of that analysis, in December 2010, the Authority announced its intention to alleviate the existing navigational clearance limitation by raising the roadway.

Section 106 of the National Historic Preservation Act of 1966 requires that federal agencies consider the effects of their actions on properties listed on or determined eligible for listing on the National Register of Historic Places. As part of the federal environmental review process mandated by the National Environmental Policy Act (NEPA), the project will be

required to undergo a Section 106 evaluation to identify and assess potential project effects on historic properties. The Authority is seeking Consultant support for this process.

## II. SCOPE OF WORK

The services of the Consultant shall generally consist of working with New York State (NY) and New Jersey State (NJ) Historic Preservation Officers (SHPOs), the Advisory Council on Historic Preservation (ACHP), and other relevant stakeholders to complete a Section 106 review process in accordance with the National Historic Preservation Act of 1966.

This tasks described below will be directed and approved by the Authority including all communications with external stakeholders and consultants working on the Bayonne Bridge Navigational Clearance Program (BBNCP).

## III. DESCRIPTION OF CONSULTANT'S TASKS

Tasks to be performed by the Consultant shall include, but are not limited to the following:

### TASK A.: MEETINGS & REPORTS

1. Conduct and attend meetings as directed by the Authority. Meetings shall include but are not limited to the following:
   a. Kick-off meeting to discuss the tasks and schedules.
   b. Meetings with the Authority to outline the methodology for executing the project.
   c. Bi-weekly meetings with the Authority's project team to review progress and resolve technical and administrative issues as they arise. Such meetings shall include status of work, problems encountered or anticipated and potential solutions, budget by task, and percent complete.
   d. Meetings with NY and NJ SHPOs, lead federal agencies, and other relevant public and private agencies/organizations to introduce the project; solicit preliminary comments; identify potential consulting parties; obtain concurrence on the proposed "Areas of Potential Effect" (APE) and methodologies and, if approved by the Authority, the results of the Phase 1 documentary study; and assist in gaining concurrence on the effects determination The selected consultant shall submit in advance all requests for meetings/contacts on this project with external entities for Authority approved. Requests shall include purpose of contact/meetings and attendees if applicable.
2. Prepare meeting agenda, and minutes, and provide presentation materials for each meeting with the project team.
3. Prepare all project materials, and any necessary project updates or modifications to the work effort or schedule.

### TASK B.: INITIATION PROCESS

1. Review and finalize a draft initiation letter that will be provided by the Authority. The initiation letter will include, but is not limited to, the following:
   a. Project overview.
   b. Proposed methodologies for the study of archeological and architectural resources.
   c. Proposed definition of the archeological and architectural APE.

d. Proposed impacts assessment criteria for the project.

2. Conduct preliminary research to identify "known" architectural resources located in the proposed APE.

3. Prepare for Authority submission, a the required Project Review Cover Form for the NY SHPO, and a cover letter for the NJ SHPO for review by the Authority. Incorporate Authority Comments and resubmit to the Authority for approval.

TASK C.: IDENTIFICATION OF UNDESIGNATED HISTORIC PROPERTIES AND ARCHEOLOGICAL RESOURCES

1. Identify any properties in the APE that appear to meet eligibility criteria for designation as National Historic Landmarks.

2. After obtaining concurrence from the Port Authority on properties eligible for designation as National Historic Landmarks, prepare the documentation required by the NY or NJ SHPOs to allow for determinations of National Registry eligibility, as appropriate.

3. As requested by the Authority, conduct a Phase 1 documentary study to determine if areas that would be affected through in-ground disturbance contain archeological resources.

TASK D.: EFFECTS DETERMINATION

1. Conduct an architectural and archeological resources impact assessment to determine potential impacts of the proposed project on the resources identified in Tasks B and C.

2. Prepare project reports for Authority review and approval. Reports shall include, but are not limited to, the following:

   a. Description of the proposed project.

   b. Maps and descriptions of both known and unknown architectural resources and, if applicable, archeological resources.

   c. Analysis of potential impact on architectural and, if applicable, archeological resources.

TASK E.: RESOLUTION OF ADVERSE EFFECTS

1. Conduct an alternatives analysis to identify and evaluate potential modifications to the project that could avoid, minimize, or mitigate any adverse effects identified in Task C.

2. Recommend mitigation measures for the resolution of any adverse effects identified in Task C.

3. Support the Authority in discussions and meetings with relevant federal, state, and local agencies in the preparation and execution of a Memorandum of Agreement which will stipulate measures to avoid, minimize, or mitigate any adverse effects on architectural or archeological resources.

4. If appropriate, the Consultant shall prepare a list of consulting and interesting parties, disseminate project information at the direction of the Authority and compile responses.

Consultant shall also take such actions as are requested by the Authority to effectuate an approval from SHPOs ACHPs and other relevant stakeholders involved in a Section 106 review process in accordance with the National Historic Preservation Act of 1966.

All documents reports and or other tangible information produced by the Consultant in connection with an agreement with the Authority shall be and remain the property of the Authority without reservation.

## IV. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will provide access and make available for the Consultant's information certain documents specified below. The documents below were not prepared for the purpose of providing information for the Consultant upon the present work, but they were prepared for other purposes, and do not form a part of this Agreement. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing it with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant. Said documents are as follows:
DOCUMENTS

1. Contract Documents

| **Contract Number** | **Contract Title** | **Year** |
|---|---|---|
| BP-3,4,5 | Original Bayonne Bridge Contract Drawings | 1929 |
| AKB 110.018 | Permanent Maintenance Inspection Platforms | 1991 |
| AKB 264.035 | Rehabilitation of New Jersey Abutment | 2002 |

2. Bayonne Bridge Consolidated Feasibility Study to increase Navigational Clearance, February 2011
3. Bayonne Bridge Alignment and Maintenance and Traffic Preliminary Drawings, February 2011
4. Industry Input Letter Report, February 2011
5. Raise the Roadway Aerial Maps SK01, SK04 (NY), & SK04 (NJ), May 2011
6. Compendium of Studies, PANYNJ, December 2010
7. Bayonne Bridge Air Draft Analysis, September 2009

All documents and copies thereof, to which the Authority has agreed to provide access, are and shall remain the property of the Authority.

## V. CONDITIONS AND PRECAUTIONS

A. General

The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

Vehicular traffic on the Bayonne Bridge shall always have priority over any and all of the Consultant's operations, however such priority shall not be an excuse for delay of work to be performed.

B. Work Areas

The Consultant shall limit his inspection work to the areas necessary for the performance of such inspection and shall not interfere with the operation of the facility without first obtaining specific approval from the Chief Engineer.

During all periods of time when he is not performing operations at the work site, the Consultant shall store all equipment being used for the inspection in areas designated by the Chief Engineer and shall provide all security required for such equipment. The Authority shall not be responsible for any damages or loss to such equipment.

The Consultant shall not permit any its objects, debris and/or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time. Consultant shall advise the Chief Engineer of any other objects, debris and or equipment on sidewalks, roadways or structures.

C. Work Hours

The Consultant shall perform his work at the site between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise directed by the Authority.

In any case, no work shall be performed at the site on a legal holiday of either the State of New York or the State of New Jersey.

## VI. COMMERCIAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than $5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than $5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort approved in writing by the Project Manager. If, at any time, the Consultant is unescorted in the performance of any field services airside, or if so directed by the Authority, the Commercial General Liability Insurance and Automobile Liability Insurance must contain limits of not less than $25,000,000 combined single limit per occurrence. In addition, the policy (ies) shall include the Authority and its wholly owned entities as an additional insured and the policy (ies) and its certificate must be specifically endorsed to contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or

exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

Further, the certificate of insurance and the liability Policy (ies) shall be specifically endorsed that " *The insurance carrier(s) shall not, without obtaining the express advance 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*"

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

   (a) Endorsement to eliminate any exclusions applying to the underground property, explosion and collapse hazards.

   (b) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

   (c) Coverage for work within 50 feet of railroad

B. Workers' Compensation Insurance:

1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than $1,000,000 each accident

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

   a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.

   b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than $1,000,000 per occurrence.

   c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than $1,000,000 per occurrence.

C. Professional Liability Insurance:

1) Not less than $5 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the

certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance, including but not limited to the cancellation endorsement along with the title of this Agreement, the P. A. Agreement number and containing a separate express statement of compliance with each of the requirements above set forth, via e-mail to the Project Manager.

1) Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

2) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

3) Upon request of the Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

4) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Contract.

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L I · S A L T Z M A N  A R C H I T E C T S , P C

**PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR**
**PERFORMANCE OF THE STATE HISTORIC PRESERVATION OFFICE REVIEW PROCESS**
**IN SUPPORT OF THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM**
**P.A. Agreement #TBT-11-020**

| Name | Title | 2011 Billing Rate |
|---|---|---|
| Judith Saltzman | Principal-in-Charge | $ 200.00 |
| Roz Li | Participating Principal | $ 200.00 |
| | | **2011 Hourly Rate** |
| Meisha Hunter | Project Manager | $ 33.65 |
| Zach Rice | Senior Preservation Architect | $ 45.61 |
| Rie Shoji | Graphic Design | $ 18.51 |

Papagjonis approved
11/8/11

November 8, 2011

Li/Saltzman Architects, P.C.
62 White Street
New York, NY 10013

Attention: Judith Saltzman, Vice President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR PERFORMANCE OF THE STATE HISTORIC PRESERVATION OFFICE REVIEW PROCESS IN SUPPORT OF THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM (P.A. AGREEMENT #TBT-11-020)**

Dear Ms. Saltzman:

Transmitted herewith is a copy of the subject Agreement, as executed by the Authority, for your files.

Sincerely,

David Gutierrez
Special Purchasing Projects Manager
Professional, Technical & Advisory Services Division
Procurement Department

Enclosure

**THE PORT AUTHORITY OF NY & NJ** **Memorandum**

**TO:** Office of the Secretary

**FROM:** David Gutierrez
Special Purchasing Projects Manager

**DATE:** November 8, 2011

**SUBJECT:** **PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR PERFORMANCE OF THE STATE HISTORIC PRESERVATION OFFICE REVIEW PROCESS IN SUPPORT OF THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM (P.A. AGREEMENT #TBT-11-020)**

**CC:** T.J. Przybyla , File

Transmitted herewith is one fully executed original copy of the subject agreement. We are sending this document to you for filing in the Port Authority's Official Files.

Thank you.

Attached:
**EXECUTED ORIGINAL OF AGREEMENT #TBT-11-020**

CONFORMED

THE PORT AUTHORITY OF NY & NJ

**P.A. AGREEMENT #TBT-10-013**
September 21, 2009

Eng-Wong, Taub & Associates
One Gateway Center
Newark, NJ 07102

Attention: Mr. Paul Eng-Wong, P.E., President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PLANNING STUDY SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2010**

Reference: P.A. Agreement #TBT-09-013

Dear Mr. Eng-Wong:

The Port Authority of New York and New Jersey is pleased to inform you that you have been approved for performance of the subject services through 2010. All terms and conditions for performance of said services shall be as provided in the above referenced agreement except as follows the new agreement shall be numbered as "PA Agreement #TBT-10-013".

Please indicate your acceptance by signing both original copies of this agreement (this letter) and returning them to David Gutiérrez, Procurement Contracts Manager, The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010. The return of one copy executed by the Authority will effectuate the Agreement.

If you have any questions relating to this extension, please direct them to Mr. David Gutiérrez at (212) 435-3933 or by email at: david.gutierrez@panynj.gov .

By signing this agreement you hereby affirm your certification under paragraphs 23 and 24 of the subject agreement.

Sincerely yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

**ACCEPTED:**

ENG-WONG, TAUB & ASSOCIATES

By: Paul Eng-Wong

Title: PRESIDENT

Date: 9-24-2009

One Madison Avenue
New York, NY 10010
T: 212 435 7000

THE PORT AUTHORITY OF NY & NJ

One Madison Avenue
New York, NY 10010

**June 30, 2011**

**SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR TRAFFIC ANALYSIS TO SUPPORT THE ENVIRONMENTAL REVIEW OF THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM IN ACCORDANCE WITH THE NATIONAL ENVIRONMENTAL POLICY ACT**

Dear Sir or Madam:

As per the Call-In Agreement for the subject services, The Port Authority of New York and New Jersey (the Authority), Tunnels, Bridges, and Terminals Department (TB&T), hereby invites your Proposal for conducting spreadsheet model based traffic impact analyses to support the environmental review of the Bayonne Bridge Navigational Clearance Program (BBNCP) in accordance with the National Environmental Policy Act (NEPA)

Consultants are encouraged to suggest improvements in methodology that might provide cost savings, ease of implementation, ease of data coding, and/or increased accuracy.

## I. PROPOSAL REQUIREMENTS:

To respond to this RFP, submit a concise proposal complying with each of the following format criteria:

A. To be acceptable, proposals shall be of no more than 70 pages (single-sided using 12 point or greater font size). Each resume shall be 2-page maximum, single-sided using 12 point or greater front size. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with "Your Firm Name" clearly indicated on the cover.

B. Each section of the proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified below.

C. All proposals must be delivered. to: The Port Authority of New York and New Jersey, One Madison Avenue, 5th Floor, New York, NY 10010, Attention: **Andrew Murray** You are requested to submit three (3) printed copies and one (1) electronic copy of your Proposal for review. Notwithstanding retention of the compact disc, in case of conflict, the printed proposal and the written hard copy Agreement, if awarded, shall take precedence over material on the compact disc.

D. Your Proposal should be received in sufficient time so that the Authority receives it **no later than 3 PM on Friday July 22, 2011.** The cover of your submittal must include the RFP title as indicated in the subject above. The Authority assumes no responsibility for delays caused by any delivery services.

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E. If your proposal is to be delivered by messenger, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Messengers without proper identification will be turned away and their packages not accepted.

## II. SELECTION PROCESS

The process by which a firm shall be selected for the performance of the subject services shall include consideration of the following four (4) factors:

1. Management Approach
   Including but not limited to the following: a) quality of the proposed schedule, b) plan for deploying survey staff in the field, and c) organizational structure to direct field staff and interact with Port Authority management.
2. Qualifications & Experience of Staff
   The quality and depth of the experience and qualifications of the staff, including those of all sub-consultants that will be performing such services as required and outlined in the individual scopes of work.
3. Technical Approach
   Methodology proposed to execute scope of work.
4. Firm Experience
   The quality and depth of the experience and qualifications of the firm(s) that will be performing services as part of your proposal.

Cost will be evaluated on a "Best Buy/Best Value" basis.

Should you have any questions, please e-mail them to TB&T Consultant Agreement Manager, **Mr. Andrew Murray** at amurray@panynj.gov. All questions must be received at least five (5) working days prior to the proposal due date. Any interpretation or additional information shall form a part of this RFP, or the accompanying documents, as appropriate.

Proposal preparation costs are not reimbursable by the Authority, and the Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Authority.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more Consultants and to proceed with that Proposal or modified Proposal, if any, which in its judgment will, under all the circumstances, best serve the public interest.

Sincerely yours,

Attachments

# PERFORMANCE OF EXPERT PROFESSIONAL SERVICES FOR TRAFFIC ANALYSIS TO SUPPORT THE ENVIRONMENTAL REVIEW OF THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM IN ACCORDANCE WITH THE NATIONAL ENVIRONMENTAL POLICY ACT

## I. BACKGROUND

The Port Authority of New York and New Jersey (the "Authority") proposes a rehabilitation of the Bayonne Bridge over the Kill Van Kull to improve substandard traffic facilities, ensure its seismic stability, and to increase its navigational clearance. The purpose of the project is to meet modern highway and structural design standards and to ensure the long-term vitality of the Port of New York and New Jersey. In support of this program, The Authority is seeking federal approvals for work within and over the Kill Van Kull, a navigable waterway under federal jurisdiction. Therefore, the Authority will prepare environmental documentation pursuant to the National Environmental Policy Review Act.

The Bayonne Bridge project involves the replacement of the existing road deck and approaches to raise its elevation over the Kill Van Kull. Construction will be undertaken over an approximately three year period and may involve periodic overnight and weekend closures of the crossing to traffic. Construction activities may also require the temporary closing of local roads that pass beneath or are adjacent to the approaches to the bridge. Through this Request for Proposals, the Authority intends to procure a Consultant who will identify and address local traffic impacts due to the construction staging and operational conditions and regional impacts to primary area roadways and facilities due to the potential short-term closures.

Using the results of a 2003 origin and destination survey, current and projected Bayonne Bridge volumes to be provided by the Authority in 1Q 2011, and other data to be collected as part of this agreement, the Authority wishes to develop a diversion spreadsheet-based model and capacity analyses to support the documentation of the potential construction period traffic impacts of the Bayonne Bridge project. The results of the analysis will be used to develop mitigation measures, as appropriate, and to present findings and conclusions in the environmental documentation. The Authority will also use the model to test construction and operational options as design progresses.

## II. SCOPE OF WORK

The Consultant shall prepare a transportation impact assessment and report to support the environmental review of the Bayonne Bridge over the Kill van Kull Project, which is being undertaken by the Authority in accordance with the National Environmental Policy Act of 1969. The analysis should fully assess the potential construction period effects on transportation services including vehicular traffic, transit, and pedestrians and shall document effects of the project on bridge, highway, and local street operations. Using analysis criteria developed in consultation with, and with the approval of The Authority and the Lead Federal Agency, the consultant shall identify the potential

impacts of the Program and define mitigation measures as appropriate. Such measures would be recommended by the Consultant based on the results of the analysis and would be coordinated through the Authority with the project's Lead Federal Agency and local agencies with jurisdiction over affected roadways (i.e., New York State Department of Transportation, New Jersey Department of Transportation, New York City Department of Transportation, Hudson County Department of Transportation, and City of Bayonne Division of Public Works). The Consultant shall also provide data and other inputs for the air quality and noise studies for the environmental review.

The Authority has prepared projections of future traffic upon completion of the Bayonne Bridge project. These projections show minimal change in traffic volumes as compared to no action condition. Therefore, it is anticipated that operational period analyses would be qualitative for the purposes of the environmental review. The qualitative analysis will be undertaken by the Authority's environmental consultant for this project. However, the Consultant is required to provide a contingency scope for quantified operations analysis in the event that the Authority determines such additional analysis is needed. In addition, The Authority may request additional analysis by the Consultant to address potential documentation requirements of the Lead Federal Agency or to confirm projected conditions based on a new origin and destination survey. These "as needed" services are identified in Task H of this Request for Proposals.

## III. DESCRIPTION OF CONSULTANT TASKS

Specific tasks to be performed by the Consultant shall consist of the following:

Task A: Work Plan

The Consultant shall prepare a detailed work plan that will serve as the basis of data collection, analysis, and documentation efforts in Task B through Task H. The work plan shall include an overview of the existing and proposed configurations of the Bayonne Bridge, identification of highway sections and intersections to be studied in detail; the peak weekday, weekend, and overnight analysis periods based on available volume data from the Bayonne Bridge, the methodology for analysis and criteria for determining potential impacts of the action; and analysis years and pertinent assumptions for each For the purposes of identifying the highway sections and intersections to be studied in detail, the Consultant will propose locations within the project's study area as shown in the attached Figure 1.

Figure 1 identifies an order of magnitude of two areas of focus:

- The Primary or Local Study Area identifies the location of the local street network. This area will be the focus of the traffic analysis to identify and address local traffic impacts due to the construction staging and operational conditions.
- The Secondary or Regional Study Area provides an overview of the potential regional impacts to primary roadways and facilities due to the potential closure scenarios and should be considered in the development of the diversion spreadsheet-based model and highway segment capacity analyses.

Figure 2 presents a general summary of the Authority's origin and destination survey data for weekday peak hour passenger car trips. The peak hour two-way traffic volumes are approximately 1,500 to 1,700 vehicles per hour with a majority of the trips having origins or destinations in Staten Island or Hudson County, New Jersey. Roughly 40 percent are direct local trips between Staten Island and Hudson County. The majority of the remaining 60 percent have regional origins/destinations in the New York metropolitan area. The Authority will provide additional data to the selected Consultant that will provide greater detail to traffic characteristics of the Bayonne Bridge.

The Consultant shall provide the work plan to the Authority for review and comment. The Authority will then circulate the work plan to the Lead Federal Agency and other interested transportation agencies to solicit concurrence with the study locations, methodologies, and impact criteria that were identified. At the Authority's direction, the work plan will be accepted and will guide the next phases of work.

Task B: Data Collection

The Consultant shall undertake all necessary data collection to document traffic and roadway conditions for appropriate locations as identified and approved in Task A.

The data collection efforts will also assemble information necessary for the air quality and noise studies in the environmental review. To the extent feasible and practical, the Consultant shall assemble data previously collected and supplement this information with a field program.

The Authority will provide the following data:

- 2003 Staten Island Bridge Auto Origin and Destination Survey Data;
- 2009 Staten Island Bridge Truck Origin and Destination Survey Data;
- Annual Average Daily Traffic (AADT) volumes on the Bayonne Bridge for the most recent 5 year period;
- Existing (2011) weekday, Saturday, and Sunday traffic volumes on the Bayonne Bridge;
- Projected (construction period and operations period) weekday, Saturday, and Sunday traffic volumes on the Bayonne Bridge;
- Vehicle classification counts on the Bayonne Bridge for the weekday AM, weekday PM, and Saturday peak periods as well as one or more overnight periods;
- Bayonne Bridge Southbound traffic counts in 15 minute increments by vehicle class;
- Bayonne Bridge Northbound typical fall weekday and fall weekend day traffic counts in 15 minute increments by vehicle type (auto, bus, truck);
- Access to video footage of walkway for the purpose of conducting pedestrian counts, if required; and

- Highway features on Port Authority property including lane configurations and widths, speeds, ramp configurations, toll facilities, and posted regulations;

The following types of data will be collected by the Consultant:

- Physical inventories of study locations, including pavement markings, lane widths, intersection controls and signal timings, curbside and intersection regulations, presence and use of on-street parking, general roadway conditions and constraints;
- Inventory of highway features beyond the Bayonne Bridge facility, including lane configurations and widths, speeds, ramp configurations, toll facilities, and posted regulations;
- Highway volume counts, including Annual Average Daily Traffic (AADT) volumes, from local transportation agencies including the New York State Department of Transportation, the New Jersey State Department of Transportation and the New Jersey Turnpike Authority for the periods from 2003 to present.
- Twenty-four (24) hour Automated Traffic Recorder (ATRs) counts for local roadways for a one week period. The basic scope of work shall include up to 40 ATRs.
- Manual turning movement counts at local intersections for the peak weekday (Tuesday, Wednesday, or Thursday) AM and PM and Saturday peak periods at up to twenty (20) analysis locations. Counts shall be registered in 15-minute intervals and recorded for individual traffic movements. Overnight counts may be necessary to supplement daytime and ATR data. The basic scope of work shall include up to 20 analysis locations, four time periods and two hour segments within each time period. The Consultant should also provide a unit, contingency cost for each additional location.
- Vehicle classification counts on local roadways for the weekday AM, weekday PM, and Saturday peak periods as well as one overnight period;
- Speed and delay runs for select corridors, including the Bayonne Bridge, during the weekday AM, weekday PM, and Saturday peak periods as well as one overnight periods;
- Inventory of transit services over the Bayonne Bridge, including the routes, frequency of service, and characterization of ridership volumes; and
- Pedestrian counts at select time periods (weekday and weekend) on the Bayonne Bridge walkway (includes cyclists and other non-motorized modes).

<u>Task C: Develop Bayonne Bridge Traffic Model</u>

Relying on the information collected in Task B and the Authority's 2003 origin-and-destination survey, the Consultant shall develop a spreadsheet-based diversion model (or a comparable platform at the agreement of the Authority). The diversion model should be of a sufficient detail to depict changes in local and regional travel routes in the event that the Bayonne Bridge is closed to traffic and should be limited to critical roadway

links and congested intersections. The spreadsheet model should include, but is not limited to, an existing conditions travel network and a construction period conditions travel network without a bridge closure, and a construction period conditions travel network with a bridge closure, . The model will be used to test design options and scenarios and provide input for the capacity assessments in the environmental review.

Task D: Existing Travel Network and Conditions Assessment

Relying on the existing conditions travel network developed in Task C, the Consultant shall undertake capacity analyses based on Highway Capacity Manual 2000 or later or an accepted equivalent methodology. The specific methodology to be employed shall be determined in Task A.

Task E: Construction Year Travel Network and Conditions Assessment

Relying on the construction period conditions travel network developed in Task C, the Consultant shall undertake capacity analyses for the no build and build scenarios based on Highway Capacity Manual 2000 or later or an accepted equivalent methodology. The specific methodology to be employed shall be determined in Task A.

Task F: Mitigation Recommendations and Analysis

If project-generated impacts are identified in Task E, the Consultant shall develop and assess mitigation strategies in accordance with analysis criteria defined in Task A. The recommended measures should explore minimal capital investments to restore traffic operations to the no action condition or better. The Consultant shall develop these mitigation strategies in coordination with the Authority and, at the direction of the Authority, the agencies with jurisdiction over affected roadways.

Task G: Technical Report

The Consultant shall prepare a Technical Report that summarizes the work efforts. The report should identify the methodologies and analysis criteria employed, the field program, the results of the existing and construction period analyses, and mitigation measures proposed. The Technical Report should also characterize existing transit and pedestrian conditions in the area and any potential effects of these conditions from implementation of the Bayonne Bridge project. The Technical Report should include tables and graphics that clearly communicate the results of the analyses.

Task H: As Needed Services

The Authority is planning to conduct an updated Origin and Destination survey of automobiles at the Staten Island Bridge facilities in the fall of 2011. Once that data becomes available, the Authority may recommend updated traffic impact analysis. If directed by the Authority, the Consultant shall update the draft report to reflect the updated results. The Authority expects the results of the 2011 SIB Auto Origin and Destination survey in the January of 2012.

The Consultant may also be requested to prepare operational period analyses (Estimated Time of Completion (ETC) and ETC +20) at the direction of the Authority. If such

services are required, the specific analysis scenarios and analysis locations would be determined by the Authority. For budgeting purposes, it should be assumed that operations analyses could be performed for a total of 6 of the intersections in the traffic study area.

The Consultant should assume that a minimum of three sensitivity analyses would be prepared. The Consultant shall prepare a technical memorandum to document findings for each of the sensitivity analyses required.

## IV. SCHEDULE AND SUBMISSIONS

A. Within ten (10) workdays of the executed agreement, submit a draft work plan as described in Task A. The Authority will review and coordinate review and comments from federal and local agencies.

B. Data to be compiled by the Consultant (Task B), in accordance with the approved Work Plan, should be completed approximately sixty (60) working days from receipt of an approved Work Plan.

C. The initial spreadsheet model, as described in Task C, should be provided to the Authority for review within eighty (80) working days of the executed agreement.

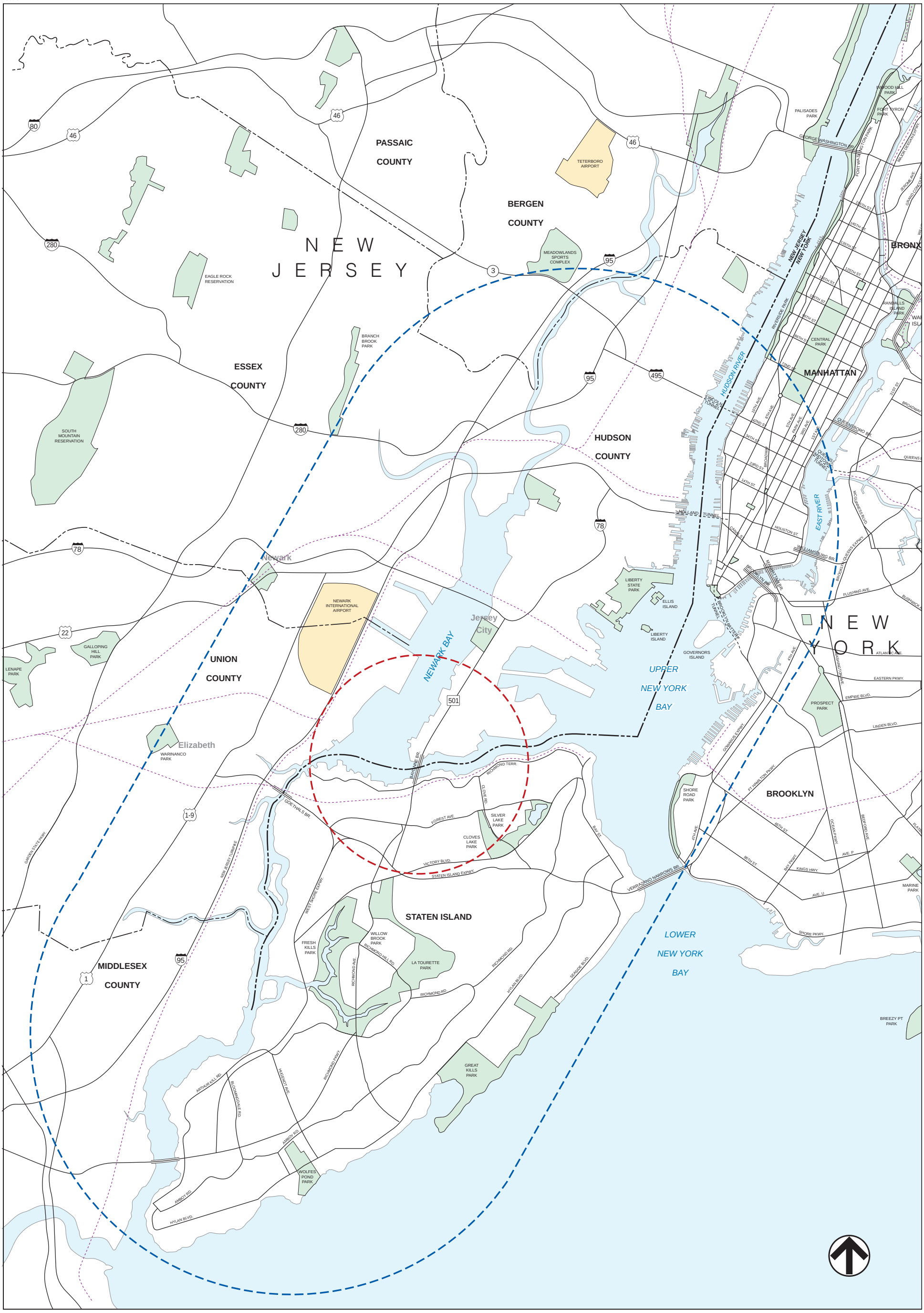
D. Traffic impact analyses, as described in Tasks D should be completed within one hundred (100) working days of the executed agreement.

E. Mitigation analysis, as described in Task E, should be completed within one hundred and twenty (120) working days of the executed agreement.

F. The technical report, as described in Task F, shall be completed within one hundred and forty (140) working days of the executed agreement.

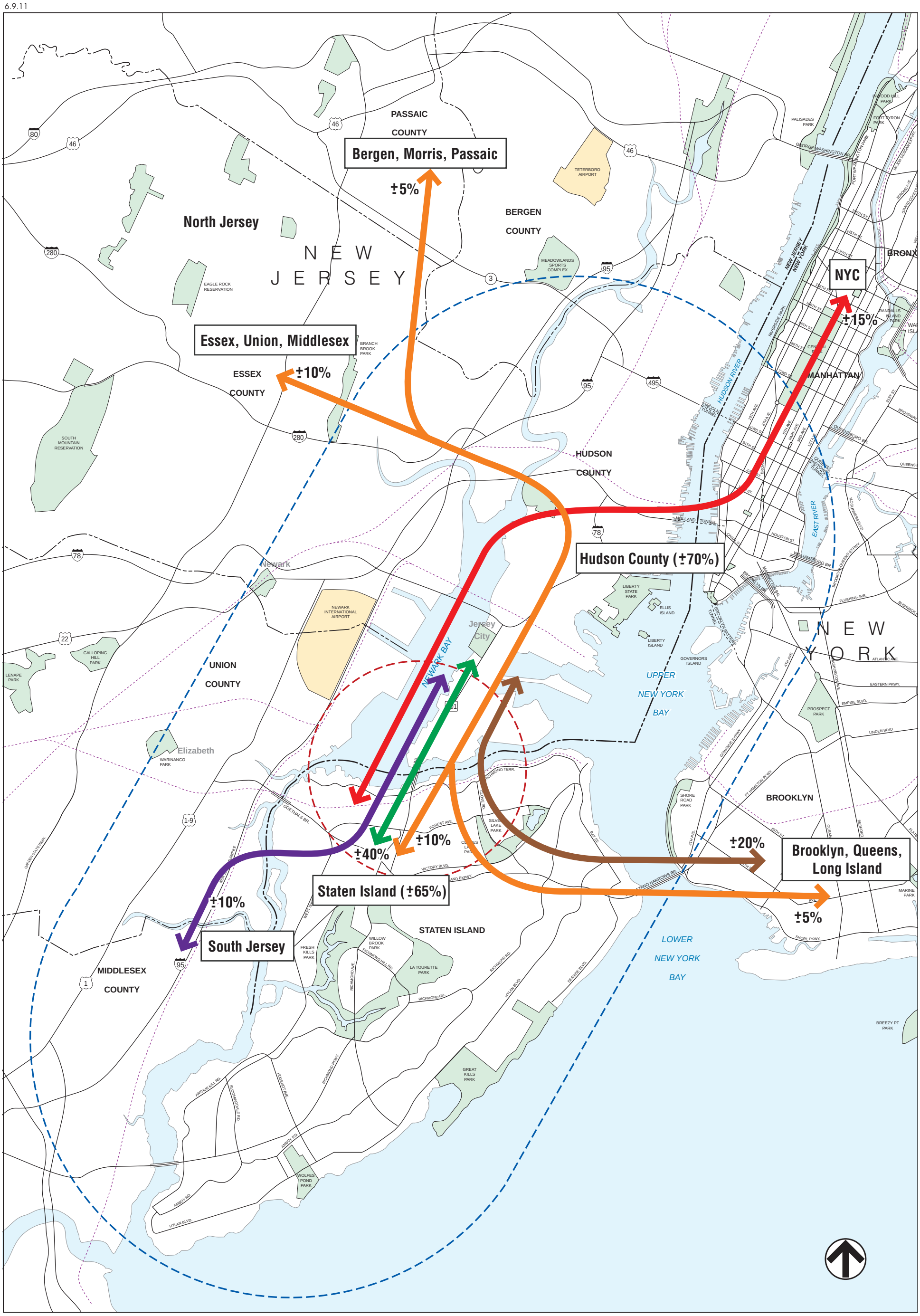
G. The schedule for as-needed services shall be developed on a task by task basis.

6.9.11




**BAYONNE BRIDGE** OVER THE KILL VAN KULL

Traffic Alaysis Study Area
**Figure 1**




General Summary of O & D Data
for Weekday Peak Hour Auto Trips
**Figure 2**

**P.A. AGREEMENT # TBT-09-013**
September 21, 2009

**THE PORT AUTHORITY** OF NY & NJ

Lillian D. Valenti
Director, Procurement

Eng-Wong, Taub & Associates
One Gateway Center
Newark, NJ 07102

**CONFORMED**

Attention: Mr. Paul Eng-Wong, P.E., President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PLANNING STUDY SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2009, 2010 AND 2011**

Dear Mr. Eng-Wong:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain Eng-Wong, Taub & Associates (hereinafter referred to as "the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2009.

At the Authority's discretion, the Consultant may be required to enter into a new agreement for each of the following two years (2010, 2011). Said agreement(s) shall be identical to this Agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant, as noted above, at least 30 days prior to the end of the current term.

The Authority does not guarantee the ordering of any services under this Agreement and specifically reserves the right, in its sole discretion, to use any person or firm to perform the type of services required hereunder.

This Agreement shall be signed by you and the Authority's Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director, Tunnels, Bridges and Terminals Department, acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Director has designated Joann Papageorgis Manager, Transportation and Revenue and Terminals, to act as her duly authorized representative. The Project Manager for this project is Monica DaCosta, tel. (212) 435-4829, or e-mail address mdacosta@panynj.gov

2. Your services shall be performed as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of all your services under this Agreement.

3. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Director for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Director in writing to proceed shall effectuate the performance of services under this Agreement.

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212-435-8427

After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Director and you shall submit to her for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Director personally, in which case the requirements of said notification shall apply.

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in her sole opinion said items are not in accordance with the requirements of this Agreement or professional standards or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

6. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the combined total of each of the approved estimated costs unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 3 and 6

above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. The Consultant shall be compensated at an amount equal to 2.55 times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder; plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing schedule shall clearly indicate any of your employees, as proposed by you to perform the requested services, that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of said personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are a) in accordance with the program of periodic merit and cost of living increases normally administered by it, b) warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall therefore in all cases be finally determined by the Director or their designee, in their sole and absolute discretion.

Notwithstanding the above, the multiplier set forth in the first line of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or

other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of $1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice shall not be given under this Agreement.

C. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Director of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Director, necessarily and reasonably incurred, and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

Notwithstanding the above the Authority will pay an amount approved in advance by the Director and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

The expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not

higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Chief Engineer. If the Consultant chooses to travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Rates:

*Domestic Rates:*
http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&ooid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

You shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of $1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of $25 with receipted bills and provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to architects, engineers, designers, drafters or other professional and technical employees of the Consultant for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the multiplier referred to in subparagraph A above.

8. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as

records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of one year after completion of services to be performed under this Agreement.

9. On or about the fifteenth day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Director. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within fifteen days after receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

10. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Director through the date of termination, minus all prior payments to you.

11. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the Director. Such approval may be withheld if for any reason the Director believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

12. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Director.

13. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

14. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

15. Originals of estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the

appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

17. You shall promptly and fully inform the Director in writing of any patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

18. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Director. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

19. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups; and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women; or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women: and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

"Minority group" means any of the following racial or ethnic groups:

A. Black persons having origins in any of the Black African racial groups not of Hispanic origin;

B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

D. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The Authority has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

In order to facilitate the meeting of this goal, the Consultant's shall use every good faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

The Authority has a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business and Job Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

20. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization

designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.

21. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk or loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statues respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

22. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than $2,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than $2,000,000 combined single limit per accident for bodily injury and property damage. (Not less than $25,000,000 combined single limit per accident on airside) In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned entities as additional insureds and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that "*The insurance carrier(s) shall not, without obtaining the express advance 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."*

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Director for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

a) Endorsement to eliminate any exclusions applying to explosion, collapse and underground property damage.

b) Endorsement to eliminate any exclusion on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

c) Coverage for work within 50 feet of railroad.

B. Workers' Compensation Insurance:

1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than $1,000,000 each accident.

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Director for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.

b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than $1,000,000 per occurrence.

c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than $1,000,000 per occurrence.

C. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the P.A. Agreement number and containing a separate express statement of compliance with each of the requirements above set forth, via e-mail, to the Project Manager.

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

2) Renewal certificates of insurance or policies shall be delivered to the Project Manager, the Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or

policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.

4) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

23. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION AND DISCLOSURE OF OTHER INFORMATION

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the Consultant and each parent and/or affiliate of the Consultant has not:

A. been indicted or convicted in any jurisdiction;

B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;

C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;

D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;

E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, proposal rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and

G. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

24. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

A. the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor;

B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other Consultant or to any competitor;

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Consultant's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement.

The foregoing certifications, shall be deemed to be made by the Consultant as follows:

* if the Consultant is a corporation, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each parent, affiliate, director, and officer of the Consultant, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Consultant with an ownership interest in excess of 10%;

* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters.

In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

25. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

Consultants are advised that the Authority has adopted a policy to the effect that in awarding its agreements it will honor any determination by an agency of the State of New York or New Jersey that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed because (i) the state agency determination relied upon does not apply to the Consultant, or (ii) the state agency determination relied upon was made without affording the Consultant the notice and hearing to which the Consultant was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

26. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Agreement, the Consultant shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, Consultant, construction manager or other person or firm representing the Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, Consultant, construction manager or other person or firm representing the Authority of duties involving transactions with the Consultant on behalf of the Authority, whether or not such duties are related to this Agreement or any other

Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Agreement or any other Authority agreement), etc. which might tend to obligate the Authority employee to the Consultant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

The Consultant shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

27. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or

award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

28. DEFINITIONS

As used in sections 23 to 27 above, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Consultant by whatever titles known.

Parent - An individual, partnership, joint venture or corporation, which owns more than 50% of the voting stock of the Consultant.

29. The entire Agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

30. No commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

31. If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower left-hand corner and returning them to the Authority.

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date 11/04/09

ACCEPTED:

ENG-WONG, TAUB & ASSOCIATES:

By: Paul Eng-Wong

Title: PRESIDENT

Date: 9-24-2009

**ATTACHMENT A**
**PERFORMANCE OF EXPERT PROFESSIONAL**
**PLANNING STUDY SERVICES AS REQUESTED ON A "CALL-IN" BASIS**
**DURING 2009, 2010 AND 2011**

## I. BACKGROUND

The Port Authority of New York and New Jersey (the "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal, and other facilities of trade and commerce within the Port District. The Port District comprises and area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia, and Stewart International Airports, marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook, and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

The Tunnels, Bridges and Terminals Department (TB&T) of the Port Authority of New York and New Jersey (the Authority) operates the Holland and Lincoln Tunnels, the George Washington (GWB), Bayonne and Goethals Bridges, the Outerbridge Crossing, the Port Authority Bus Terminal (PABT) and the George Washington Bridge Bus Station (GWBBS). The Transportation and Revenue Programs Division is responsible for TB&T's transportation and business planning.

## II. SCOPE OF WORK

The services of the Consultant shall generally consist of supporting TB&T's planning and development efforts as required, and shall include performing a wide variety of planning studies, data collection and analyses and preparing draft and final reports as required to document the services performed.

## III. DESCRIPTION OF CONSULTANT'S TASKS

Tasks to be performed by the Consultant may include but are not limited to performing the following types of planning services:

TASK A. GENERAL TASKS

1. Meet with Authority staff and others, as requested by the Authority.
2. Coordinate facility visits with the Authority's Project Manager prior to the commencement of each service required hereunder.
3. Prepare reports and presentations in draft form for Authority review. Incorporate Authority comments and re-submit draft for approval as final.

TASK B. TRANSPORTATION AND FACILITY OPERATIONS

1. Facility Operations Studies:

   Study vehicular and passenger facilities to identify and develop changes to facility operations and traffic management required for improved customer service.

2. Access Studies:

   Identify and analyze low-cost physical and operational changes, improvements or enhancements to ease congestion, improve traffic flow, ensure safety, and improve customer service at or leading to bridges and tunnels.

3. Commercial Vehicle Studies:

   Analyses of commercial vehicle operations by corridor to assess changes in travel demand patterns and vehicle types in order to develop and recommend policy actions, operational changes, safety improvements, and reliability enhancements. Examples of factors that may be studied include truck size and weight, local vs. regional deliveries, delivery destinations, delivery times, truck operating regulations and rules, economic conditions, toll pricing, corridor reliability, travel time, location changes of various industries and support functions, and regional versus local logistic changes.

4. Pedestrian and Passenger Flow Analyses of the following:

   a) Pedestrian safety, demand and capacity, and queuing
   b) Passenger flows
   c) Vehicular conflicts
   d) Pedestrian issues at facilities or on streets, roads in the vicinity of the tunnels and bridges

5. Weekday and Weekend Bus and Passenger Analyses

   a) Use dispatch records prepared by PABT and the GWBBS bus carriers to summarize by hour the number of arriving and departing commuter and long-distance buses and bus passengers for a Fall and Summer Weekday and Weekend day.
   b) Compare reported actual bus departures and arrivals with schedules to ensure completeness of the data.

6. Recurring Facility Count Program on an annual or semi-annual count of vehicular traffic.

   a) Organize and deploy field agents to conduct as required surveys and collection data.
   b) Conduct 24-hour tunnel and bridge westbound traffic counts.
   c) Conduct peak-period PABT/non-PABT bus counts.
   d) Conduct passenger-per-vehicle counts.
   e) Conduct peak-period High-Occupancy Vehicle (HOV) surveys.
   f) Conduct surveys and data collection efforts as required.

7. Computer Simulation Analyses

   a) Run and update TB&T provided VISSIM 4.3 traffic simulation models for various scenarios as outlined by the Department.
   b) Collect traffic data.
   c) Compare the results to the current conditions or a base case.
   d) Analyze and prepare written report of results supported by tabular statistics and graphics.

8. Traffic Data Collection

   a) Use various traffic survey/data collection techniques.
   b) Design survey plans.
   c) Develop survey instruments.
   d) Collect traffic and transportation data.
   e) Compile and analyze collected data.
   f) Prepare written reports of results supported by tabular statistics and graphics.

TASK D. MARKET RESEARCH

1. Origin and Destination Studies

   a) Using various survey methodologies determine the origins and destinations of customers that use Port Authority vehicular crossings and bus terminals, segmented by facility, vehicle type, time of day, and day **of** week.
   b) Survey customer demographic information, and trip characteristics.

2. Customer Satisfaction Survey

   a) Recommend capturing and reporting customer feedback and key performance indicators.
   b) Develop short customer surveys and processes for interpretation, and monitoring with the goal of making improvements to customer satisfaction.
   c) Survey the PABT and GWBBS bus passengers and retail customers to determine levels of satisfaction with bus operations, terminal services and amenities, and facility infrastructure.
   d) Survey Tunnel and Bridge customers to determine levels of satisfaction with tunnel and bridge operations and infrastructure.

3. Trucking industry Survey.

   a) Identify trends in travel patterns, vehicle technology, routing, delivery times and schedules, and commodities.
   b) Determine trucking industry satisfaction level of Authority facilities.

4) Analyses of behavioral surveys of customers using vehicular crossings and bus terminals:

   a) Determine effects that changes in pricing or service levels could have on travel behavior (e.g., mode selection, facility selection and routing, time of travel, carpool formation, etc.) Key research objectives that include willingness to pay and value of time, may be collected through various research tools such as stated-preference surveys, revealed preference research, etc..
   b) Design, recruit, and manage focus groups to determine qualitative ranges of behavioral responses to proposed changes (e.g., traffic operations, toll rates, bus operations, new facilities and services, etc.).
   c) Develop short customer surveys and processes for interpretation, and monitoring with the goal of making improvements to customer satisfaction.
   d) Recommendations on capturing and reporting customer feedback and key performance indicators.

## IV. CONDITIONS AND PRECAUTIONS

A. General:

The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

Vehicular traffic at the site shall always have priority over any and all of the Consultant's operations.

B. Work Areas:

The Consultant shall limit its inspection work to the areas necessary for the performance of such inspection and shall not interfere with the operation of the facility without first obtaining specific approval from the Authority's Project Manager.

During all periods of time when the Consultant is not performing operations at the work site, the Consultant shall store all equipment being used for the inspection in areas designated by the Chief Engineer and shall provide all security required for such equipment.

The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

C. Work Hours:

The Consultant shall coordinate his work at the site(s) with the Authority's Project Manager.

* * *

**Eng-Wong, Taub & Associates**

*Traffic and Transportation Consultants*

**Salary Roster for the Port Authority of NY & NJ**

Note: These rates are effective through December 31, 2009. An updated payroll roster may be submitted for Port Authority approval as needed.

| Name | Title | Multiplier | Salary Rate |
|---|---|---|---|
| Altan, Osman | Senior Associate | 2.30* | $64.85 |
| Balakrishnan, Malini | Assistant Engineer | 2.55 | $27.45 |
| Baluyot, Francis | Assistant Engineer II | 2.55 | $28.50 |
| Bernstein, Noah | Principal Planner | 2.55 | $32.10 |
| Bindra, Sumit | Assistant Engineer II | 2.55 | $28.60 |
| Carmody, Matthew | Associate | 2.55 | $50.35 |
| Cepeda, Stephen | Principal Technician | 2.55 | $27.70 |
| Chan, Wei (Rick) | Assistant Engineer | 2.55 | $27.00 |
| Cheng, Andrew | Engineer | 2.55 | $28.60 |
| Despojado, Michael | Principal Engineer | 2.55 | $39.85 |
| Ding, Lu | Senior Engineer | 2.55 | $31.50 |
| Dungo, William | Assistant Engineer | 2.55 | $26.00 |
| Eng-Wong, Paul | Principal | 1.00 | $192.07 *(Billing Rate)* |
| Falk, Ilse | Assistant Engineer | 2.55 | $27.00 |
| Feng, Yuqi | Principal Engineer | 2.55 | $35.50 |
| Hannah, Algernon | System Operator | 2.55 | $17.21 |
| Jenkins, Janet | Associate | 2.55 | $51.00 |
| King, Richard | Senior Associate | 2.55 | $54.70 |
| Kordalis, Konstantinos | Principal Engineer | 2.55 | $36.20 |
| Kraft, Walter | Executive Technical Director | 2.55 | $100.85 |
| Lara, Yuniesky | Technician | 2.55 | $18.15 |
| Le, Dennis | Technician | 2.55 | $20.20 |
| McPherson, Norbert | System Operator | 2.55 | $18.45 |
| Mule, Christopher | Assistant Engineer II | 2.55 | $28.30 |
| Nicholson, Jason | Principal Engineer | 2.55 | $38.00 |
| O'Donnell, Susan | Senior Associate | 2.55 | $70.60 |
| Parthasarathy, Rohini | Engineer II | 2.55 | $30.55 |
| Phelan, Thomas | Senior Associate | 2.55 | $62.20 |
| Ramos, Roberto | Senior Associate | 2.55 | $53.60 |
| Reyes, John | Senior Technician | 2.30* | $21.35 |
| Rizavi, Amir | Associate | 2.55 | $45.25 |
| Rodriguez, William | Principal Technician | 2.55 | $34.45 |
| Savarese, Michael | Assistant Engineer | 2.55 | $26.00 |
| Selver, Adam | Assistant Engineer | 2.55 | $27.00 |
| Sharkey, Janet | Associate | 2.55 | $43.75 |
| Suarez, Francis | System Operator | 2.55 | $17.55 |
| Szeto, Benjamin | Senior Associate | 2.30* | $56.80 |
| Taub, Martin | Principal | 1.00 | $192.07 *(Billing Rate)* |
| Udenta, Uzoamaka | Assistant Engineer II | 2.55 | $27.30 |
| Veeregowda, Babu | Senior Associate | 2.55 | $70.95 |
| Wang, David | Associate | 2.55 | $39.95 |
| Wurtzbacher, John | Technician | 2.30* | $14.50 |
| Yeung, Alfred | Assistant Engineer II | 2.55 | $28.30 |

**Multiplier for full-time on-site staff is 2.30.*

Approved - Monica L DeCoste
10/30/09

THE PORT AUTHORITY OF NY & NJ

November 4, 2009

Eng-Wong, Taub & Associates
One Gateway Center
Newark, NJ 07102

Attention: Mr. Paul Eng-Wong, P.E., President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PLANNING STUDY SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2009 (P.A. AGREEMENT #TBT-09-013)**

Dear Mr. Eng-Wong:

Transmitted herewith is a copy of the subject Agreement, as executed by the Authority, for your files.

Sincerely,

David Gutiérrez
Procurement Contracts Manager
Procurement Department

Enclosure

One Madison Avenue
New York, NY 10010
T 212 435 7000

**THE PORT AUTHORITY OF NY & NJ** **Memorandum**

**TO:** Office of the Secretary

**FROM:** David Gutiérrez, Procurement Contracts Manager

**DATE:** November 4, 2009

**SUBJECT:** **PERFORMANCE OF EXPERT PROFESSIONAL PLANNING STUDY SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2009 (P.A. AGREEMENT #TBT-09-013)**

**CC:** M. DaCosta, File

Transmitted herewith is one fully executed original copy of the subject agreement. We are sending this document to you for filing in the Port Authority's Official Files.

Thank you.

Attached:
**EXECUTED ORIGINAL OF AGREEMENT #TBT-09-013**

THE PORT AUTHORITY OF NY & NJ

CONFORMED

**P.A. AGREEMENT #TBT-11-013**
December 15, 2010

*Lillian D. Valenti*
*Director, Procurement*

Eng-Wong, Taub & Associates
One Gateway Center
Newark, NJ 07102

Attention: Mr. Paul Eng-Wong, P.E., President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PLANNING STUDY SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2011**

Reference: P.A. Agreement #TBT-10-013

Dear Mr. Eng-Wong:

The Port Authority of New York and New Jersey is pleased to inform you that you have been approved for performance of the subject services through 2011. All terms and conditions for performance of said services shall be as provided in the above referenced agreement except as follows the new agreement shall be numbered as "PA Agreement #TBT-11-013".

Please indicate your acceptance by signing both original copies of this agreement (this letter) and returning them to David Gutiérrez, Procurement Contracts Manager, The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010. The return of one copy executed by the Authority will effectuate the Agreement.

If you have any questions relating to this extension, please direct them to Mr. David Gutiérrez at (212) 435-3933 or by email at: david.gutierrez@panynj.gov .

By signing this agreement you hereby affirm your certification under paragraphs 23 and 24 of the subject agreement.

Sincerely yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

**ACCEPTED:**

ENG-WONG, TAUB & ASSOCIATES

By: Paul Eng-Wong

Title: PRESIDENT

Date: 12-20-2010

*One Madison Avenue, 7th Floor*
*New York, NY 10010*
*T: 212 435 8427*