

Torres Rojas, Genara

FOI # 14233

From: Tuesday, August 27, 2013 3:16 AM
Sent: Duffy, Daniel
To: Torres Rojas, Genara; Van Duyne, Sheree; Qureshi, Ann
Cc: Freedom of Information Online Request Form
Subject:

Information:

First Name: Robert
Last Name: Parker
Company: none
Mailing Address 1:
Mailing Address 2:
City:
State:
Zip Code:
Email Address:
Phone:

Required copies of the records: No

List of specific record(s):

Documents from Port Authority authorizing, conditions of release or granting release of WTC steel beams for use in a memorial to Silverdale Washington, Kitsap 9-11 Committee, Central Kitsap Regional Fire, or Roy Lusk. The original request would also be helpful.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 29, 2013

Mr. Robert Parker

Re: Freedom of Information Reference No. 14233

Dear Mr. Parker:

This is a response to your August 27, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for copies of documents from the Port Authority authorizing, conditions of release or granting release of WTC steel beams for use in a memorial to Silverdale Washington, Kitsap 9-11 Committee, Central Kitsap Regional Fire, or Roy Lusk and a copy of the original request.

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/14233-WTC.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

Attachment

*225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555*

September 9, 2009

Mr. Christopher O. Ward, Executive Director
The Port Authority of New York & New Jersey
225 Park Avenue South
New York, NY 10003

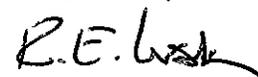
Dear Mr. Ward,

Central Kitsap Fire & Rescue is a county governmental agency formed through Washington State Statute and the Revised Code of Washington State. I draft this correspondence on behalf of our department, its membership and our community at large, respectfully requesting your consideration in providing us a structural metal artifact that was salvaged from the World Trade Center after September 11, 2001 in which we can proudly display for all to see, admire and reflect upon.

Each year since the horrific event and ultimate devastation to life and property that befell our great nation on September 11, 2001, our department has proudly participated in and/or promoted a public and multi-jurisdictional ceremony honoring those individuals caught up in the initial attacks, individuals that lost their lives fighting back the terrorists on other aircraft and the emergency responders from various agencies injured or who lost their lives as a result of responding to the World Trade Center emergency and the resulting recovery efforts. At the same time with our immediate area being home to many military bases and associated support facilities, we take time to honor the personnel in the Armed Forces that have been injured, killed or that continue to put themselves in harms way in defense of the United States of America. In 2005 I was personally honored when asked to be the guest presenter for this ceremony. As part of my presentation our Departments Memorial Bell was rang, not only to symbolize the pride, honor, history and Brotherhood among Fire Service personnel as tradition holds it but the pride, honor, history and Brotherhood engrained in all Americans...uniformed and non-uniformed alike.

Should our department be fortunate enough to become a benefactor of such an artifact I will personally insure that it is made a pivotal part of a yearly ceremony held within our community conducted and supported by our department and that it is proudly displayed on a daily basis at the entrance to our Department Administrative Facility for all to see, admire and reflect upon. While not knowing what dimensional material is available at this time through your offer, a piece of structural material of nominal size, but not exceeding 6' in length would be greatly appreciated. As an important part of this tribute an engraving will be created identifying critical information associated with the receiving of the artifact noting the Port Authority of New York & New Jersey and other agencies also responsible in making the artifact available and any pertinent history surrounding the artifact. Should you agree to this request and an artifact be released to us we agree to handle all necessary preparation and transportation matters.

Respectfully Submitted,



R. E. Lusk, Asst. Chief

Tuesday, July 27, 2010

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003

The purpose of this letter is to confirm and memorialize the full and complete legal transfer by and The Port Authority of New York and New Jersey (the "Port Authority") to Central Kitsap Fire & Rescue of those certain pieces of steel of the former World Trade Center, identified as 1-37 & 1-46 in the Port Authority's World Trade Center Archive: Artifact Inventory Report of January 31, 2007 (the "Steel"). Central Kitsap Fire & Rescue has requested that the Steel be made available to them, in its present condition.

1. A property interest in the above-described Steel is hereby conveyed, and full and complete legal ownership of the Steel is given.
2. The Port Authority makes no representation or warranty whatsoever as to the condition or fitness of the Steel, either express or implied, and no Commissioner, officer, agent, or employee of the Port Authority is authorized to make any representation or warranty as to the Steel. Central Kitsap Fire & Rescue shall have no claim against the Port Authority for any defect or other condition of the Steel and agrees to accept the Steel "as is." There are no warranties, express or implied.
3. Central Kitsap Fire & Rescue agrees to defend, indemnify and hold the Port Authority, its Commissioners, officers, representatives and employees harmless from and against all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by the Port Authority and/or its Commissioners, officers, representatives and employees in any manner resulting from or arising with respect to Central Kitsap Fire & Rescue's possession, use or operation of the Steel or the possession, use or operation of the Steel by any person under the control and authority of Central Kitsap Fire & Rescue.
4. Central Kitsap Fire & Rescue will be responsible for all costs of the removal and transportation of the Steel to its facility.
5. This agreement may not be assigned by either party without the approval of the other party.

6. This Agreement is subject to all the terms and conditions of a Court Order dated December 4, 2009, of the United States District Court for the Southern District of New York, annexed hereto.
7. Any written notice given by either party to the other under the provisions of, or with respect to, this letter agreement, shall be delivered in person, or by certified or registered mail to the following addresses:

Port Authority: The Port Authority of NY & NJ
225 Park Avenue South
New York, NY 10003
Attn.: Executive Director

The Port Authority of NY & NJ
225 Park Avenue South
New York, NY 10003
Attn.: General Counsel

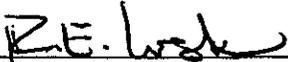
Central Kitsap Fire & 5300 NW Newberry Hill Rd
Rescue: Suite 101
Silverdale, WA 98383
Attn.: Roy Lusk, Chief

or to such other address(es) as each party hereto may notify the other.

8. This agreement shall be governed by and construed in accordance with the laws of the State of New York.
9. The entire agreement of the parties is contained herein and no changes or modifications shall be valid or enforceable unless in writing and signed by the party to be charged therewith.
10. Neither the Commissioners of the Port Authority, nor any director, officer or *employee thereof shall be held personally liable under or in connection with this letter agreement.*
11. If any provision of this letter agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

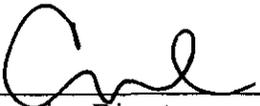
To confirm the agreement of the Port Authority with the foregoing, kindly sign a counterpart of this letter in the space provided below, and return such signed counterpart to the attention of the undersigned.

Very truly yours,



Roy E. Lusk, Chief
Central Kitsap Fire & Rescue

The Port Authority of New York and New Jersey

By: 

Title: Executive Director