

FOI #16095

CAESAR AND NAPOLI, P.C.

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Thursday, June 11<sup>th</sup>, 2015

**Via Certified Mail R. R. R.**

Port Authority of New York and New Jersey  
Office of the Secretary  
225 Park Avenue South, 18<sup>th</sup> Floor  
New York, New York 10003

Re: Yicky Mateo  
Date of Incident: August 1, 2014  
Victim: Yicky Mateo  
**Accident Location:** John F. Kennedy International Airport, Terminal  
4, Garbage Disposal Room  
Our File No.: B31143.CKEZ

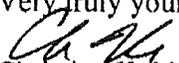
Dear Sir/Madam:

This office represents Yicky Mateo who was injured as a result of a slip, trip and fall in the garbage disposal room at Terminal 4 at John F. Kennedy International Airport.

Pursuant to the Freedom of Information Law, I am requesting a complete copy of any contracts, documents relating to bids for a contract, work orders, or receipts relating to any entity that may clean, maintain, inspect, repair, or upkeep any aspect of the garbage disposal room, including, but not limited to, the floors, ceilings, garbage units, doors, windows, etc. This request should include any documents outlining the responsibilities of any of the entities charged with cleaning, maintaining, inspecting, repairing, and upkeeping the garbage room at Terminal 4. I am further requesting and documents relating to any prior notice of claim, prior incident reports relating to any trips, falls, slips, complaints, or any type of injury that occurred in the garbage room at Terminal 4. Additionally, I am requesting documentation of any lawsuits, workers' compensation claims, or any other type of claim for any individual or entity that was injured or harmed in the garbage disposal room at Terminal 4 or in the immediate vicinity of same. This above requests pertains to the time period of **August 01, 2007 to Present.**

If there is a fee for obtaining this information, kindly notify the undersigned and it will be paid promptly.

Thank you for your prompt attention to this matter.

Very truly yours,  
  
Christian Kubic

CK/ez

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
PUBLIC RECORD ACCESS FORM

PRA #16095

Action by (print / type name):

Danny Ng

, Freedom of Information Administrator

Signature:



Date:

08/09/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

- The requested records are being made available.
- Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:
- A diligent search has been conducted, and no records responsive to your request have been located.
- The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

- Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

- The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

- Other:

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16095-LPA/>. Paper copies of the available records are available upon request.

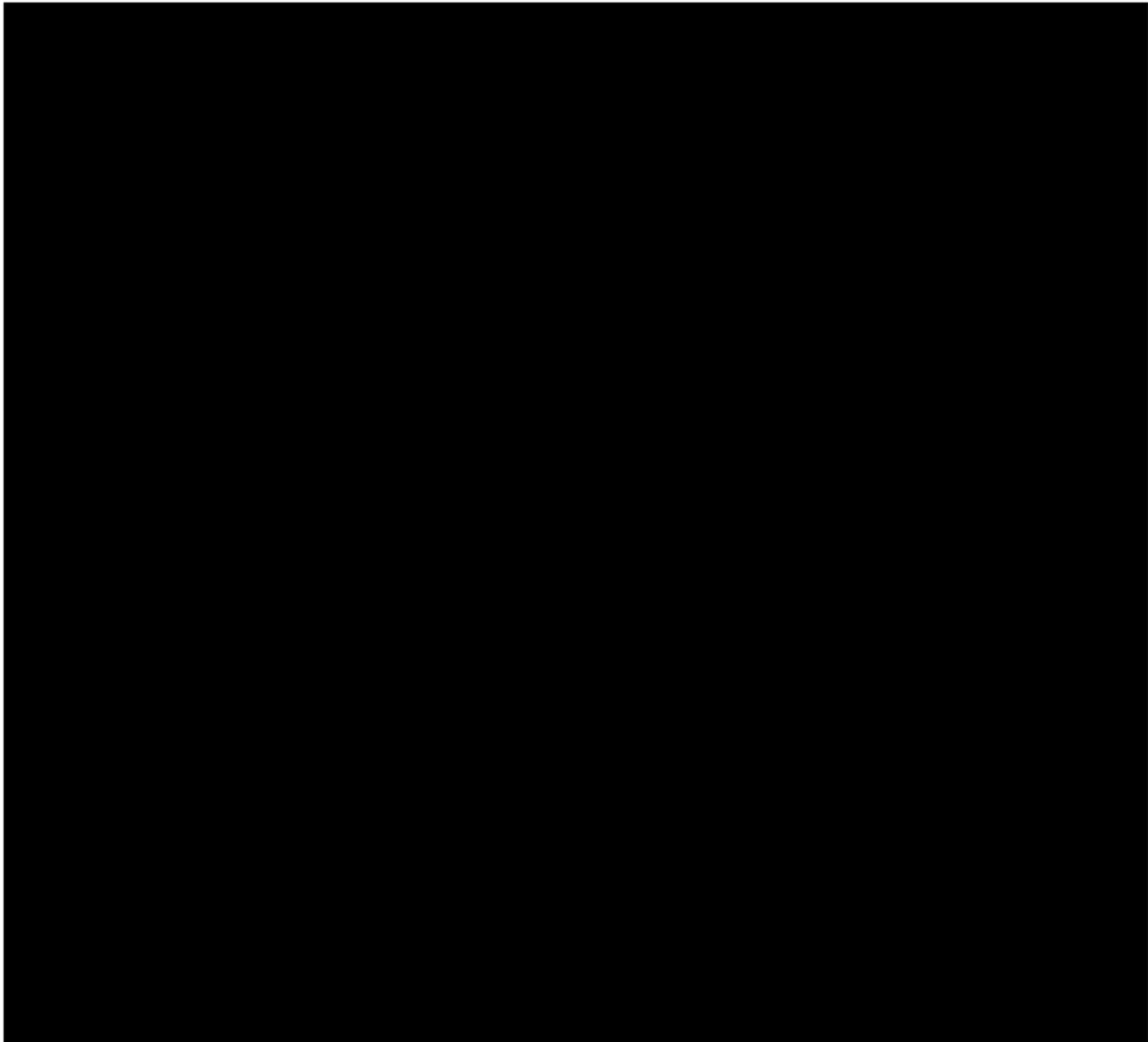
This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.

Port Authority Lease No. AYC-685

TERMINAL FOUR  
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
AND  
JFK INTERNATIONAL AIR TERMINAL LLC  
(THE LESSEE)  
VOLUME I

From  
TERM (DBO)  
5/13/97 - 25 yrs  
12/31/2025

Terminal Four  
Lease



Section 36. Care, Maintenance, Rebuilding and Repair by the Lessee

(a) The Lessee shall repair, replace, rebuild and paint all or any part of the Airport which may be damaged or destroyed by the acts or omissions of the Lessee or of any sublessee or of any member of the Lessee or of those of the officers or employees of the Lessee or of any Sublessee or of any member of the Lessee or of other persons on or at the Premises with the consent of the Lessee or of any sublessee or of any

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member of the Lessee (but, as to areas outside of the Premises, only by the acts or omissions of the Lessee or its officers or employees).

(b) The Lessee shall, throughout the term of this Agreement, assume the entire responsibility for, shall perform and shall relieve the Port Authority from all responsibility for all repair, replacement, rebuilding and maintenance (any such repairing, replacing, rebuilding or maintaining, the "Terminal Maintenance") whatsoever in the Premises, whether such Terminal Maintenance be ordinary or extraordinary, partial or entire, inside or outside, foreseen or unforeseen, structural or otherwise, such Terminal Maintenance to be in quality, class, materials and workmanship not inferior to the original and without limiting the generality of the foregoing, the Lessee shall, as part of its obligations to perform the Terminal Maintenance:

(i) Keep at all times in a clean and orderly condition and appearance, the Premises and all the Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public;

(ii) Remove all snow and ice and perform all other activities and functions necessary or proper to make the Premises available for use;

(iii) Take good care of the Premises and maintain the same at all times in good condition in view of the age of the portion of the Premises under consideration and whether the same is to be demolished in connection with the Construction Work to be performed pursuant to Section 18 hereof, except for reasonable wear and tear which does not adversely affect the efficient or the proper utilization thereof;

(iv) Provide and maintain all obstruction lights and similar devices on the Premises, and provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by Law (including the New York City Code as provided in Section 14). The Lessee shall enter

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into and keep in effect throughout the Term a contract or contracts with a central station alarm company acceptable to the Port Authority to provide continuous and automatic surveillance of the fire protection system on the Premises. The Lessee shall insure that all fire alarm signals with respect to the Premises shall also be transmitted to the Airport's police emergency alarm board or to such other location on the Airport as the General Manager of the Airport may direct. The Lessee's obligations hereunder shall in no way create any obligation whatsoever on the part of the Port Authority;

(v) Take such anti-erosion measures and maintain the landscaping at all times in good condition, including but not limited to periodic replanting, as the Port Authority may require, and perform and maintain such other landscaping with respect to all portions of the Premises not paved or built upon, as the Port Authority may reasonably require;

(vi) Be responsible for the maintenance and repair of all Utility Systems located upon the Premises, or adjacent to the Premises and serving the Premises exclusively. The Port Authority agrees to cooperate with the Lessee in arranging for access by the Lessee to all such Utility Systems;

(vii) Be responsible for appropriate lighting of all Ramp and Apron Areas and for the maintenance and repair of all access roadways, Taxiways and Ramp and Apron Areas located upon the Premises or located adjacent to the Premises and used exclusively by those operating at or occupying the Premises.

Notwithstanding the generality of the foregoing, the Lessee understands and agrees that the Lessee shall be responsible for all paving, lighting, signage, storm drains, culverts, cables, supporting structures, cleaning and snow removal of the ground level and elevated roadways existing and to be constructed on access roadways on Area 2 which serve the Premises exclusively.

(c) If the performance of any of the foregoing repair, maintenance, replacement, repainting or rebuilding obligations of the Lessee requires work to be performed near an active Taxiway or Taxilane or where safety of operations is involved, the Lessee

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agrees that it will at its own expense, post guards or take such other appropriate measures as may be directed by the General Manager of the Airport to insure the safety of the work performed thereat.

(d) In the event the Lessee fails to commence to perform any portion of the Terminal Maintenance required by this Agreement within a period of twenty (20) days after notice from the Port Authority so to do in the event that the required work to be accomplished by the Lessee includes Terminal Maintenance other than preventive maintenance, or within a period of one hundred eighty (180) days if Terminal Maintenance to be accomplished by the Lessee involves preventive maintenance only, or fails diligently to continue to completion the Terminal Maintenance required under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, perform the Terminal Maintenance as set forth in said notice, and the cost thereof determined in accordance with the Port Authority's usual accounting procedures shall be payable by the Lessee upon demand as a Permitted O&M Expense; provided, however, the Lessee may contest said notice pursuant to the dispute resolution procedures set forth in Section 25 as though, for such purpose only and in no other respect, it were a Notice of Default as set forth in Section 25(b)(i)(3) hereof and shall be liable for the payment of such cost to the Port Authority only if the Terminal Maintenance set forth in the notice and performed by the Port Authority was reasonably required as determined by such dispute resolution procedures.