

A Freedom of Information request has been submitted.

Request date: 05/06/2016

Requested by: Ann Givens

Address: 30 Rockefeller Plz
New York, NY, Zip: 10112

Contact: Phone: (917) 434-0736
Email: Ann.Givens@nbcuni.com

I would like to request all severance agreements for executive staff since January 1, 2010.

Records seeking: If possible, please provide the records electronically. If the cost of these records exceeds \$100, please inform me before completing the request.

You may reach me at the email provided above, Ann.Givens@nbcuni.com, or by my cell at (917) 434-0736. My fax is (212) 790-4718.

Thank you.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY PRA #16917
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

Danny Ng, Freedom of Information Administrator

Signature:



Date:

08/05/2016

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/16917-O/>. 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.



MEMORANDUM

To: Christopher O. Ward
From: Diana E. Beecher
Date: July 13, 2010
Subject: RESIGNATION/SEPARATION FROM EMPLOYMENT
Copy To: D. Buchbinder, L. LaCapra

I hereby resign from Port Authority service and employment in consideration of the following mutual promises:

1. I hereby submit my unconditional and irrevocable resignation from Port Authority service and employment, effective July 30, 2010 and understand that I will remain on payroll until such date.
2. I understand that I will receive a severance allowance equivalent to 13 weeks' pay. Such allowance shall be paid to me as soon after the effective date of this irrevocable resignation as is practicable. I understand that I will continue to receive my full salary through July 30, 2010, and that I will receive payment for accumulated and accrued vacation days. Upon receipt of such payments, I will be entitled to no further salary payments from the Port Authority and will no longer be considered an active employee of the Port Authority. I will return all equipment, keys, identification cards and the like which have been issued to me.
3. Group health coverage (including group health, dental, prescription drug, and vision benefits) for which I am eligible will continue to be provided at no cost to me through December 31, 2010; thereafter I will be eligible for such coverage and at such costs as is available in accordance with applicable law for employees who resign.
4. I understand that in connection with outplacement services, I will be allowed to utilize the firm Ball & Associates. I will advise the appropriate representative from Ball and Associates to communicate directly with Eileen P. Dalton, Assistant Director, Human Resources Department, The Port Authority of New York and New Jersey, 225 Park Avenue South, 10th floor, New York, New York 10003, regarding billing. I understand that the Port Authority will pay no more than ten thousand dollars (\$10,000) in outplacement expenses on my behalf, and agree that any outplacement expenses beyond ten thousand dollars (\$10,000) are my personal responsibility. I also agree to execute any writing required by the outplacement firm and the Port Authority to document this understanding.



5. I further agree that I will adhere to and comply with the Port Authority's rules concerning "Restrictions on Employment of Former Port Authority Employees and Persons" as set forth in AI 20-1.15 (attached). I further understand that any questions I have concerning subsequent employment are to be directed to Howard Kadin, Esq., Port Authority Ethics Attorney, 225 Park Avenue South, 14th floor, New York, New York, 10003.
6. All official personnel files maintained by the Human Resources Department (HRD) of the Port Authority will set forth and indicate that I resigned from Port Authority service and employment for personal reasons. Consistent with existing Port Authority policy and applicable law, any outside employment inquiries concerning my employment history or status will be handled by HRD following the standard Port Authority policy wherein verification will only be made of the dates of my employment, the last position I held, my separation of July 30, 2010 and the reason for separation which is "resigned." No other information concerning my employment will be provided unless the request is written and contains or is accompanied by a written notarized authorization for the release of such information executed by me.
7. In consideration of the benefits specified in this resignation, which I acknowledge to be good and valuable consideration, I hereby waive, release and forever discharge the Port Authority, its commissioners, officers, agents and employees from any and all claims and causes of action, whether known or unknown, relating to my employment or separation from employment with the Port Authority which I may have against the Port Authority, its commissioners, officers, and employees including claims under federal or state discrimination statutes including claims which arise under common law or Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Post Civil War Civil Rights Acts (42 U.S.C. 1981, 1983, 1985), the Equal Pay Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993, and any causes of action under state law for wrongful discharge.
8. I specifically waive, release and discharge forever, the Port Authority, its commissioners, officers, agents, and employees for any claims and causes of action, whether known or unknown, which I may have prior to the execution of this irrevocable resignation under the Age Discrimination in Employment Act ("ADEA" -29 U.S.C. 621 et. seq.), in exchange for the benefits contained herein. I have been given the opportunity to consult an attorney and have also been provided with the opportunity to have 21 days to consider this irrevocable resignation (originally measured to June 23, 2010 and extended, at my request another 14 days until July 7, 2010 and thereafter extended through discussions with my attorney to the date of execution of this agreement). I also was specifically advised that with respect to my waiver of rights under the ADEA, I have seven days from the date I execute this irrevocable resignation, to revoke it and I understand that this ADEA waiver will not become effective or enforceable during that seven day revocation period. I further



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understand that should I revoke this resignation/separation said revocation must be in writing, transmitted via overnight or hand delivery, to: Richard D. Williams, Assistant General Counsel, The Port Authority of New York and New Jersey, 225 Park Avenue South, 14th Floor, New York, N.Y. 10003.

9. I represent and warrant that I have read this resignation agreement, understand its terms and the fact that I have released certain claims and causes of action that I may have against the Port Authority, its commissioners, officers, agents and employees. I have been given the opportunity to consult an attorney before signing this agreement or knowingly waived the right to do so. I enter into this resignation agreement voluntarily without duress or coercion from any source and have received as consideration the benefits set forth herein.

Diana E. Beecher
Chief Technology Officer

Dated: July 21, 2010

ACCEPTED:

Christopher O. Ward
Executive Director

Dated: July 22, 2010

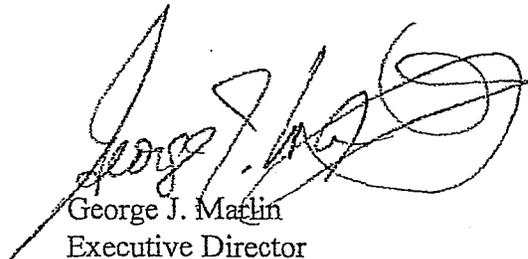


TO: A. Paul Blanco
FROM: George J. Marlin
DATE: September 24, 1996

In consideration for your decision to continue your Port Authority employment, rather than pursue other employment opportunities outside the Port Authority, you will be paid a severance award equal to the amount currently being provided to employees of similar age and Port Authority service. In order to receive the severance award you have agreed to continue active Port Authority employment until at least March 31, 1999, unless such date is changed by mutual agreement or you are involuntarily terminated.

It is also understood that subsequent to your departure, group health, life and dental insurance coverage (and other Port Authority benefits and privileges) will be provided to you as if you had retired from Port Authority service as a member of the New York State and Local Employees' Retirement System.

Further, title to the Port Authority computer and software which you have permission to use at home will be transferred to you when you depart from the Port Authority, and you will be paid for all accrued vacation days including vacation posted to your account as of January 1st of the year in which you leave Port Authority service.



George J. Marlin
Executive Director

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GEORGE E. PATAKI, GOVERNOR STATE OF NEW YORK



MEMORANDUM

To: Michael B. Francois
From: Patrick J. Foye
Date: June 12, 2015
Subject: RESIGNATION/SEPARATION FROM EMPLOYMENT
Copy To: D. Buchbinder; M. Hannell

This memorandum provides an offer of certain financial and other consideration to you in return for your resignation from your position as Chief, Real Estate and Development and your retirement from service. Your acceptance of this offer by your signature in the space provided below, will constitute an agreement between yourself and the Port Authority governing your resignation on the following terms and conditions:

1. Your resignation from your position as Chief, Real Estate and Development, will be effective on August 28, 2015. During the transition of your workload, you will remain on payroll, receiving your full salary, until such date. After August 28, 2015, you will no longer be entitled to any further salary payments from the Port Authority and will not be considered an active employee of the Port Authority. You will return all equipment, keys, identification cards and the like which have been issued to you on the effective date of your resignation except your iPhone.
2. In consideration of your resignation, you will receive a severance allowance equivalent to 24 weeks' pay within 21 calendar days following your August 28th separation. This severance allowance will be in addition to the salary and the accumulated and accrued vacation pay to which you would be entitled on the effective date of your resignation.
3. You will receive payment for 42 accumulated and accrued vacation days within 21 calendar days of your August 28th separation.
4. With regard to group health coverage (including group health, dental, prescription drug, and vision benefits) for which you are currently eligible as an employee, such coverage will continue to be provided at the current bi-weekly



rate which will be charged to you as an employee through August 31, 2015 (such coverage as an employee ending that same date); thereafter, as a retiree, you will be eligible for such coverage and benefits, subject to required contributions towards premiums, as may be available to Port Authority retirees with equivalent Port Authority/public sector service.

5. With regard to group term life insurance for which you are currently eligible as an employee, such coverage will continue to be provided to you as an active employee through August 28, 2015. You will also be provided with group term life insurance benefits as a retiree on the same basis granted to those with equivalent Port Authority service. Thereafter, as a retiree, you will be eligible for such coverage and benefits, subject to required contributions towards premiums, as may be required of Port Authority retirees with equivalent Port Authority service.
6. In connection with outplacement services, the Port Authority will provide a payment to you in the net amount of twenty-five thousand dollars (\$25,000) within 21 calendar days following your August 28th separation to assist you in pursuing post Port Authority employment opportunities.
7. You agree that in connection with future employment, you will adhere to and comply with the Port Authority's rules concerning "Restrictions on Employment of Former Port Authority Employees and Persons Employing Former Port Authority Employees" as set forth in Par. IV.D. of the Code of Ethics and Financial Disclosure, AI 20-1.15 (attached).
8. You shall continue to be entitled, subject to the provisions of Section XI of the Port Authority's By-Laws, to complete defense and indemnification in connection with all claims and/or lawsuits now pending or hereafter filed against the Port Authority and me as a defendant in my individual capacity, and/or official capacity, and arising out of the scope of my employment at the Port Authority. I shall fully cooperate with the Port Authority in the defense of such claims and/or lawsuits.
9. All official personnel files maintained by the Human Resources Department ("HRD") of the Port Authority will set forth and indicate that you retired from Port Authority service and employment. Any outside employment inquiries concerning your employment history or status will be handled by HRD following the standard Port Authority policy under which verification will only be made of the dates of your employment, the last position you held, your retirement effective August 29, 2015 and the reason for separation which is



"retired." No other information concerning your employment will be provided unless the request is written and contains or is accompanied by a written notarized authorization for the release of such information executed by you, or as governed by Port Authority compliance with applicable laws or policies.

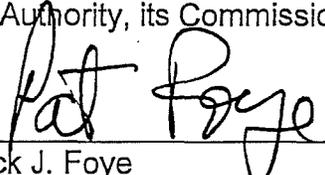
10. In consideration of the financial and other benefits specified in this Memorandum, which you acknowledge to be good and valuable consideration, you hereby waive, release and discharge any and all claims and causes of action, whether known or unknown, relating to discrimination in employment, change in employment status or separation or termination from employment (other than those involving adverse determination of other governmental agencies or entities) which you have or may have against the Port Authority, its Commissioners, officers, agents and employees. These claims include, but are not limited to, claims under federal or state discrimination statutes including claims which arise under common law, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Post Civil War Civil Rights Acts (42 U.S.C. 1981, 1983, 1985), the Equal Pay Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993, and any causes of action under state law for wrongful discharge.
11. You also specifically waive, release and discharge the Port Authority, its Commissioners, officers, agents, and employees for any claims and causes of actions, whether known or unknown, which you have or may have prior to the execution of this resignation, under the Age Discrimination in Employment Act ("ADEA" – 29 U.S.C. 621 et seq.), in exchange for the financial consideration and other benefits set forth in this Memorandum, which you acknowledge to be good and valuable consideration.
12. You have been advised that before accepting the terms and conditions set forth in and signing this memorandum you should consult an attorney. Additionally, you acknowledge that before you accepted the terms and conditions set forth in and signed this memorandum, you were provided with the opportunity to have twenty-one (21) days to consider and accept the terms and conditions set forth in this memorandum (measured from June 12, 2015 and expiring July 3, 2015.)
13. You also acknowledge that once you accept these terms and conditions and sign and deliver this memorandum, you have seven (7) days to revoke it and you understand that the waiver under the ADEA will not become effective or



THE PORT AUTHORITY OF NY & NJ

enforceable during that seven-day revocation period. You further understand that should you revoke your acceptance of the terms and conditions set forth in this memorandum, your revocation must be in writing, transmitted via overnight or hand delivery, to: Carlene McIntyre, Assistant General Counsel, Port Authority of NY & NJ, 4 World Trade Center, 150 Greenwich Street, 25th Floor, New York, N.Y. 10007. You understand that if you do not revoke this memorandum during the seven-day revocation period, your acceptance of the terms and conditions in this memorandum will take effect, and become irrevocable, on the eighth (8th) day after you sign the memorandum.

By signing this memorandum, you acknowledge that you have had the opportunity to consult with an attorney of your choice; that you have carefully read and considered the terms and conditions set forth in this memorandum; that you understand the terms and conditions set forth in this memorandum; and that you voluntarily agree to them, including the fact you have released certain claims that you may have against the Port Authority, its Commissioners, officers, agents and employees.



Patrick J. Foye
Executive Director

Dated: 7/2/2015

ACCEPTED:



Michael B. Francois
Chief, Real Estate & Development

Dated: 7/2/15



THE PORT AUTHORITY OF NY & NJ

Christopher O. Ward
Executive Director

TO: Louis J. LaCapra
FROM: Christopher O. Ward
DATE: July 8, 2009

In consideration of your decision to continue your Port Authority employment until June 30, 2012 to lead the Port Authority through our intensive and difficult three year period of union negotiations with the Port Authority and Path's 23 labor unions, upon your retirement from active service you will be paid a severance award equal to the amount established by the Board Resolution on September 9, 1995.

Christopher O. Ward
Executive Director

225 Park Avenue South, 15th Floor
New York, NY 10003
T: 212 435 7271 F: 212 435 6670