

**MEMORANDUM OF AGREEMENT  
AMONG  
THE FEDERAL TRANSIT ADMINISTRATION  
THE NEW YORK STATE HISTORIC PRESERVATION OFFICE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
AND  
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
REGARDING THE  
WORLD TRADE CENTER TRANSPORTATION HUB  
(WTC PATH TERMINAL AND PEDESTRIAN CONNECTIONS)  
IN NEW YORK CITY, NEW YORK**

**WHEREAS**, the Port Authority of New York and New Jersey (“PANYNJ”) proposes to construct a World Trade Center Transportation Hub, consisting of a permanent WTC PATH Terminal and pedestrian connections (“the Project”) at the World Trade Center (“WTC”) Site, currently bounded by Church, Liberty, West, and Vesey Streets in Manhattan; and

**WHEREAS**, the previous WTC PATH Terminal facility was destroyed as the result of the terrorist attacks on September 11, 2001, and re-establishment and enhancement of the WTC PATH transportation facility is critical to the long term economic revitalization and growth of Lower Manhattan; and

**WHEREAS**, a temporary WTC PATH station was constructed by PANYNJ and has been operating since November 23, 2003; and

**WHEREAS**, PANYNJ is proposing to use funding assistance from the Federal Transit Administration (“FTA”) to implement the Project, assistance that renders the Project a Federal undertaking subject to Section 106 of the National Historic Preservation Act (“Section 106”), 16 USC § 470; and

**WHEREAS**, FTA, as lead agency, in cooperation with PANYNJ, has prepared an Environmental Impact Statement (“EIS”) in accordance with the National Environmental Policy Act (“NEPA”) to evaluate the Project’s potential environmental impacts and consider various project alternatives; and

**WHEREAS**, FTA has consulted with the New York State Historic Preservation Office (“SHPO”) and the Advisory Council on Historic Preservation (“ACHP”) about the Project in accordance with the Section 106 regulations (codified at 36 CFR Part 800); and

**WHEREAS**, FTA, in consultation with SHPO, has determined the Area of Potential Effect (“APE”) for the Project as defined in 36 CFR 800.16(d), to be as depicted on the map presented as Exhibit A hereto, and have identified the properties listed in or eligible for inclusion in the National Register of Historic Places (“Historic Properties” and/or “Historic Resources”) within that APE (pursuant to 36 CFR 800.4[b]-[d]), and has determined the effects of the Project on the identified Historic Properties in accordance with 36 CFR 800.5; and

**WHEREAS**, FTA has applied the Criteria of Adverse Effect (36 CFR 800.5[a][1]), in consultation with SHPO, and has determined that implementation of the Project will have an adverse effect on the following Historic Properties within the APE:

- a. WTC Site (Tower Perimeter Column Remnants outlining the footprints of the North Tower and the South Tower and the footprints with Other Column Bases and Infrastructure, E Subway Entrance, East and West Slurry Walls, Steel Beams in Cross Form and Remnants of the Hudson Terminal and the H&M Railroad); and
- b. Hudson River Bulkhead; and

**WHEREAS**, FTA has applied the Criteria of Adverse Effect (36 CFR 800.5[a][1]), in consultation with SHPO, and has determined that implementation of the Project may have an adverse effect on the following Historic Properties within the APE:

- a. WTC Site: Vehicular Entrance Ramps, Cooling Water Pipes, Southern Projection, Tiebacks, PATH Tunnel Access, South Slurry Wall, Recovery and Construction Ramp, Hudson Tubes, Vehicular Access Ramp (connecting Barclay Street with 7 WTC), North Slurry Wall, 6 WTC, Vehicular Access Ramp to Barclay Street (under 7 WTC), and Restored NYCT No. 1/9 Subway Line;
- b. Barclay-Vesey Building, 140 West Street;
- c. Former East River Savings Bank, 26 Cortlandt Street;
- d. Beard Building, 125 Cedar Street;
- e. 114-118 Liberty Street; and
- f. St. Paul's Chapel and Graveyard, Broadway and Fulton Street; and

**WHEREAS**, FTA finds, in consultation with SHPO and PANYNJ, that the Project may have adverse effects on archaeological resources yet to be identified within the APE in areas depicted in Exhibit B attached hereto; and

**WHEREAS**, FTA has applied the Criteria of Adverse Effect (36 CFR 800.5[a][1]), in consultation with SHPO, and has determined that implementation of the Project will result in no adverse effect on the following Historic Properties within the APE:

- a. WTC Site (any elements not included in the foregoing two Whereas clauses);
- b. Federal Office Building/U.S. Post Office, 90 Church Street;
- c. St. Peter's Roman Catholic Church, 22 Barclay Street;
- d. Former St. Peter's School;
- e. 30 Vesey Street;
- f. Old New York Evening Post Building, 20 Vesey Street;
- g. New York County Lawyers' Association, 14 Vesey Street;
- h. Astor Building, 217 Broadway;
- i. Transportation Building, 225 Broadway;
- j. African Burial Ground and the Commons Historic District, bounded by Duane Street, Park Row, Broadway and Center Street;

- k. Former AT&T Company Building, 195 Broadway;
- l. 21-23 Thames Street;
- m. 90 West Street;
- n. Fulton Street IRT Station;
- o. Plaza and subway access from Vesey Street; and
- p. United States Realty Building, 115 Broadway; and

**WHEREAS**, since early 2002, PANYNJ and the Lower Manhattan Development Corporation (“LMDC”) have coordinated with New York State Department of Transportation (“NYSDOT”), FTA, the U.S. Department of Housing and Urban Development (“HUD”), and the Federal Highway Administration (“FHWA”) with respect to historic and environmental analyses including Environmental Performance Commitments (“EPC’s”) (attached hereto as Exhibit C), coordinated Section 106 meetings prior to the execution of a Coordinated Determination of Eligibility (“DOE”), and the execution of a Coordinated DOE itself; and

**WHEREAS**, PANYNJ, LMDC, NYSDOT and New York Metropolitan Transportation Authority (“MTA”) concurred to adhere to certain common commitments set forth in the EPC’s, as part of the Environmental Analysis Framework (“EAF”) (attached hereto as Exhibit D), that commit to the coordinated analysis of cumulative environmental impacts including Air Quality, Noise and Vibration, Cultural and Historic Resources, Access and Circulation, and Economic Effects; and

**WHEREAS**, coordinated Section 106 meetings occurred among PANYNJ, LMDC, NYSDOT, FTA, HUD, FHWA and SHPO, which, in addition to soliciting input from the Project’s Consulting Parties, developed the framework for a Coordinated DOE; and

**WHEREAS**, a Coordinated DOE, in consultation with the Project’s Consulting Parties, was finalized on March 31, 2004, and concluded that the WTC Site is eligible for inclusion in the National Register of Historic Places; and

**WHEREAS**, the Coordinated DOE of the WTC Site for the National Register identified elements that contribute to the WTC Site’s historic significance; and

**WHEREAS**, based on the findings in the Coordinated DOE, the federal agencies proceeded with the planning and development of their separate projects under their jurisdiction. Where the Permanent WTC PATH Terminal Project and another project (the WTC Memorial and Redevelopment Plan, Fulton Street Transit Center, or the Route 9A Project) affect a particular element as identified in the DOE, PANYNJ and the appropriate sponsoring agency(s) will coordinate their respective projects such that the effects of the Project on these elements are fully addressed in consultation with SHPO and the Project’s Consulting Parties; and

**WHEREAS**, PANYNJ, during project design, construction, system testing, and the first six months of full operation of the Project, will review and consider all construction plans for redevelopment of the WTC Site that may result in long-term or unanticipated adverse effects on the WTC Historic Property in order to avoid, minimize, or mitigate such effects on historic

properties that may result from multiple projects and their incremental cumulative impacts on the WTC Site as defined in 40 CFR 1508.7; and

**WHEREAS**, the United States Department of Transportation (“DOT”) is evaluating project alternatives for the reconstruction of a half-mile section of Route 9A (West Street) along the west side of the WTC Site through FHWA; and is proposing construction of the Fulton Street Transit Center, which will have pedestrian connections to the Project through FTA; and has executed a Section 106 Amendment to the 1994 Programmatic Agreement dated October 13, 2004 and attached hereto in Exhibit E; and executed a Section 106 Programmatic Agreement dated September 24, 2004, respectively; and

**WHEREAS**, LMDC, as a recipient of community development block grant assistance from HUD, is responsible for the planning and execution of the WTC Memorial and Redevelopment Plan, that is the subject of a Programmatic Agreement among LMDC, SHPO and ACHP executed on April 22, 2004 and attached hereto as Exhibit F hereto; and

**WHEREAS**, these other projects associated with the WTC Site are subject to certain executed Section 106 Agreement document(s) referenced above and this Memorandum of Agreement (“Agreement”) is not intended to amend, modify and/or create additional requirements for those projects under their respective executed Section 106 Agreement document(s); and

**WHEREAS**, pursuant to that certain Programmatic Agreement, LMDC, in cooperation with PANYNJ, has prepared documentation (“Proposed Removal of Remnants from the Northwest Corner of the World Trade Center Site”) of the Northwest Slab remnants located in the WTC Site and has identified the following resources to be removed from the WTC Site to Hangar 17 at John F. Kennedy International Airport (“Hangar 17”):

- a. smoke-scarred column;
- b. column with blistered paint;
- c. wall section from Level B2 with locational sign;
- d. day-glow handrails; and

**WHEREAS**, SHPO, on May 24, 2004, has concurred with the “Proposed Removal of Remnants from the Northwest Corner of the World Trade Center Site”; and

**WHEREAS**, LMDC and PANYNJ, recognized that certain other items were relevant to the WTC Site and shall preserve the wall section with heart and cross graffiti and two steel beams with the name “Levinson” stamped on them, from the Northwest Slab remnants from the WTC Site; and

**WHEREAS**, PANYNJ is the interim custodian of certain structural materials and other items (hereafter referred to as “off-site artifacts”) removed from the WTC Site and the immediately surrounding area during the post-September 11, 2001 recovery effort and now located in Hangar 17 and other PANYNJ locations; and

**WHEREAS**, the Project’s key goals and objectives include the following: Create a World-Class, Transportation Facility; Support the Redevelopment of Lower Manhattan; Provide for Improved

Pedestrian Connections; Provide for Advanced Security; Enhance Pre-September 11, 2001 PATH Operations; Support 10-Car PATH Trains in Order to Support Ridership Growth; Minimize Impacts to Temporary PATH Service during Construction; Minimize Impacts to the Local Environment during Construction; and Minimize Construction Cost and Duration; and

**WHEREAS**, of the different alternatives further evaluated and identified in the EIS, FTA and PANYNJ determined that one alternative is the optimal configuration; and

**WHEREAS**, FTA and PANYNJ evaluated three alternatives to be carried forward for further study in the Draft EIS, identified as a No Action Alternative, and two alternatives of the optimal configuration: a Terminal with Liberty Plaza Connection Alternative and a Terminal without Liberty Plaza Connection Alternative; and determined that the selected alternative for transit service between New Jersey and Lower Manhattan is the Terminal without Liberty Plaza Connection; and

**WHEREAS**, this Agreement was developed with appropriate public involvement (pursuant to 36 CFR 800.2[d] and 800.6[a]) both coordinated with the scoping, public review and public hearings conducted to comply with NEPA and its implementing regulations and through public meetings specifically conducted to comply with NHPA and its implementing regulations; and in consultation with the SHPO, ACHP and (pursuant to 36 CFR 800.2[d] and 800.6[a]) more than 70 invited Consulting Parties (identified in Exhibit G hereto); and

**WHEREAS**, National Park Service (“NPS”) may have an ongoing interest in the WTC Site and will be recognized as a Consulting Party in the implementation of this Agreement, and will be provided appropriate documentation to assist in any subsequent evaluation of the WTC Site; and

**WHEREAS**, the public was provided the opportunity to comment on the Project and the following Project documents, and the public will hereafter be provided with further opportunities to comment on the Project as stipulated further in this Agreement:

1. Scoping document for the preparation of an EIS for the Project pursuant to NEPA and its implementing regulations;
2. Draft EIS for the Project, dated May 2004, prepared pursuant to NEPA;
3. Draft Finding of Effects, distributed June 3, 2004, prepared pursuant to NHPA; and

**WHEREAS**, on June 4, 2004, by copy of the Draft EIS, the following Native American Tribes have been invited, through the NEPA process, to comment on the Project: the Shinnecock Nation; the Cayuga Nation; the Tuscarora Nation; the Saint Regis Band of Mohawk Indians; the Delaware Nation; the Poospatuck Nation; the Onondaga Indian Nation; the Oneida Indian Nation; the Tonawanda Band of Seneca; and the Stockbridge-Munsee Band of Mohicans. To date, FTA and PANYNJ have received comment from the Shinnecock Nation. An opportunity for further comment will continue as per provisions stated in Stipulation X; and

**WHEREAS**, the following Native American Tribes have been invited to participate in the Section 106 review: Cayuga Nation, Delaware Nation, Shinnecock Nation Cultural Center and Museum, St. Regis Band of Mohawk Indians, Stockbridge-Munsee Band of Mohicans. To date,

FTA and PANYNJ have received comments from the Shinnecock Nation. An opportunity for further comment will continue as per provisions stated in Stipulation X; and

**WHEREAS**, in response to Executive Order 133 for the State of New York signed on November 22, 2004, the Lower Manhattan Construction Command Center (“LMCCC”) was established to ensure that adverse effects at Lower Manhattan Recovery Projects are minimized, coordinate the work of the participants, institute and implement construction coordination protocols and requirements, and mediate conflicts in schedules.

**NOW, THEREFORE**, FTA, SHPO, ACHP and PANYNJ, as the signatory parties to this agreement, agree that the Project will be implemented in accordance with the following stipulations to ensure that the effects of the Project on Historic Properties are taken into account.

## **STIPULATIONS**

FTA, as the Federal lead agency, remains responsible for the implementation of the terms of this Agreement and will require, as a condition of any approval of Federal funding for the Project, adherence to the stipulations set forth herein. PANYNJ, the project sponsor, will have the lead in the implementation of each stipulation unless otherwise noted in the stipulation.

### **I. WORLD TRADE CENTER SITE**

Because the WTC Site is located in the APE of the WTC Memorial and Redevelopment Plan as well as in the APE for the Project, PANYNJ shall coordinate treatment of the WTC Site with LMDC.

#### **A. DOCUMENTATION**

1. As a measure to address adverse effects to the WTC Site, PANYNJ, prior to removal or alteration of any historic features of the WTC Site in connection with this Project, shall ensure that the WTC Site and its historic features are documented to Level II standards of the Historic American Buildings Survey/Historic American Engineering Record (“HABS/HAER”). This documentation shall consist of large format black-and-white photographs of the Site and historic features, as they currently exist.

The construction fill on the footprints was temporarily removed for the purposes of documentation stipulated by this Agreement, and will be replaced with clean rounded gravel after the documentation in order to protect the footprints and column remnants from ongoing construction. Large-format photographic reproduction of selected drawings of current conditions and of pre-9/11 conditions, and a written history will be prepared and a description of the Site and historic features utilizing information previously generated for the Coordinated DOE for the WTC Site and the Project’s EIS. HABS/HAER documentation generated by PANYNJ will be presented as a single submission to SHPO.

2. PANYNJ shall consult with SHPO and HABS/HAER to determine whether particular features warrant measured drawings; any such drawings shall be prepared by an individual

with demonstrated expertise in the preparation of measured drawings to HABS/HAER standards.

3. PANYNJ shall deposit the completed documentation in the following repositories unless otherwise determined by SHPO: (a) New York Historical Society; (b) New York City Public Library; (c) HABS/HAER; and (d) two copies to SHPO with one set to be forwarded to the New York State Archives. The large-format photographs prepared to HABS/HAER standards shall consist of the views itemized on the Schedule of Photographs appended hereto as Exhibit H. One set of the completed documentation will be presented to the WTC Memorial Center.

**B. PERIMETER COLUMN REMNANTS OUTLINING NORTH TOWER AND SOUTH TOWER FOOTPRINTS AND THE TOWER FOOTPRINT AREAS AFFECTED**

1. In the design and construction of the Project, PANYNJ shall to the maximum extent feasible, preserve in place 84 column base remnants in the North Tower and 39 column base remnants in the South Tower at the existing floor at elevation 242 (58 feet below Sea Level) that outline the footprints of the former Twin Towers at the WTC Site and are not located in the PATH right-of-way.
2. While striving to preserve in place the 84 column base remnants in the North Tower and the 39 column base remnants in the South Tower, up to a total of 16 column bases in the North Tower and up to a total of 3 column bases in the South Tower have the potential to be temporarily or permanently removed. If they are to be removed, they are to be removed as follows:
  - a. *Platform D.* Every effort will be made to avoid removing any column bases, however, up to 5 column bases in the North Tower and up to 3 column bases in the South Tower could be temporarily or permanently removed to construct Platform D. The design of Platform D in the northeast corner area of the North Tower has been modified to move the vertical circulation element to the north and west on the Platform allowing the corner of the North Tower to be symbolically represented in the finish materials on the Platform. A minimum of 5 to a maximum of 7 column bases of the east column line of the North Tower will be visible from Platform D. The viewing area will consist of a glass wall tilted inward from the Platform combined with a mirrored wall along the west wall enabling viewing of the column bases from this area of the Platform. Appropriate signage, graphics, and lighting will complete the viewing area.
  - b. *Platforms B, C, and D.* The locations of column remnants of the South Tower that may be removed or permanently obscured by the Project platforms shall be symbolically represented on these platforms through architectural treatments that will define and differentiate the portions of the infrastructure that are within the Tower footprint areas. These treatments may include color differentiation, texture differentiation, symbolic representation of Tower perimeter column remnants and/or an emblematic marker designating the location of the Historic Resource.

- c. *Project Foundation.* Up to 4 column bases in the North Tower could be temporarily removed by work to install other Project structures and infrastructure. Of the 4 column bases that could be affected by the Project foundation, those column bases that remain in situ undisturbed or are temporarily removed and returned to their original locations will be accessible following the completion of these foundations.
3. Removing column bases, on either a temporary or permanent basis, will be considered only after practical engineering design options pursuant to Stipulations I. B. 2a and 2b, to preserve column bases in place have been exhausted. Column bases that are removed will be returned to their original locations if practical engineering design permits. Permanent removal of column bases will only take place as a last resort, and these column bases will be removed to Hangar 17 pursuant to Stipulation I. H.
4. The proposed east-west pedestrian corridor shall be designed and built in a manner that avoids the column remnants projecting above the concrete slab that outline the north perimeter of the North Tower and place this corridor at least 5 feet outside the North Tower footprint as measured from the center line of each projecting column base to the face of the nearest structural support wall.
5. The temporary PATH track (in addition to the existing 5 tracks) and associated ballast that will be installed on a temporary basis during construction of the Project tracks and platforms shall be removed upon completion of the permanent tracks and platforms to re-expose the North Tower and South Tower perimeter column remnants and portions of the North Tower and South Tower footprints that may be covered by the temporary track and ballast.
6. The total extent of the North Tower footprint at the lowest level, at approximately elevation 242 (58 feet below Sea Level) to be permanently occupied by any portion of the Project will be approximately 1,600 square feet and will not exceed 4% of the North Tower footprint area. The total extent of the South Tower footprint at the lowest level, at approximately elevation 242 (58 feet below Sea Level) to be permanently occupied by any portion of the Project will be approximately 21,615 square feet currently occupied by the WTC PATH facility, plus an additional 2,000 square feet required by the Project, and will not exceed 53% of the South Tower footprint area.
7. The construction fill on the footprints has been temporarily removed for the purposes of documentation of the footprints pursuant to Stipulation I.A. of this Agreement, and will be replaced with clean rounded gravel as required after the documentation in order to protect the footprints and column remnants from ongoing construction. Further treatments may be specified in the Resource Protection Plan.
8. Where treatments are set forth in this Stipulation under I. B. 2, PANYNJ shall follow this process:
  - a. Design plans for the treatments will be developed in consultation with the SHPO and submitted at the preliminary (35%) and pre-final (75%) completion stages for SHPO comment. NPS and Consulting Parties will be given the opportunity to comment on the treatment design plans.

- b. Design plans will be made available, subject to Stipulation IX.D., to the Consulting Parties and the public via the PANYNJ website at [www.PANYNJ.gov/pathrestoration](http://www.PANYNJ.gov/pathrestoration) (Project website). The Consulting Parties will be informed of the availability of the plans by electronic notification as the plans are posted on the Project website and the Consulting Parties shall have 21 calendar days to comment on the plans. PANYNJ will provide paper copies of such plans to Consulting Parties upon request.
- c. The review of the plans shall focus on the architectural treatments defining and differentiating the portions of the Project within the Tower footprint areas.
- d. If SHPO makes substantive comments during the pre-final design review, SHPO may request the opportunity to concur on the final design.
- e. SHPO will respond within 30 calendar days or earlier to the design plans at each stage of completion as described above.
- f. Prior to approval of submitted plans and specifications, PANYNJ will consider and respond to all comments received from SHPO and Consulting Parties within the specified comments period. If SHPO does not respond within the comment period, PANYNJ may assume that SHPO concurs with the submitted plans and specifications.

#### C. E SUBWAY ENTRANCE

1. The new pedestrian connection between the Terminal and the MTA/NYCT E Subway shall be designed to incorporate the existing E Subway entrance, in its current location, in a manner that retains existing materials and features of this entrance, including, but not limited to, the handrails, travertine flooring, including the existing steps and doors separating the E train from the pedestrian connection, and overhead signage, to the extent possible and consistent with current building codes and Americans with Disabilities Act requirements. This design will include, at a minimum, a plaque identifying the historic features of the E subway entrance.
  - a. Design plans for treatments will be developed in consultation with the SHPO and submitted at the preliminary (35%) and pre-final (75%) completion stages for SHPO comment. NPS and Consulting Parties will be given the opportunity to comment on the treatment design plans.
  - b. Design plans will be made available to the Consulting Parties and the public via the Project website. The Consulting Parties will be informed of the availability of the plans by electronic notification as the plans are posted on the Project website and the Consulting Parties shall have 21 calendar days to comment on the plans. PANYNJ will provide paper copies of such design plans to Consulting Parties upon request.
  - c. The review of the plans shall focus on the treatment of the existing E Subway entrance.

- d. If SHPO makes substantive comments during the pre-final design review, SHPO may request the opportunity to concur on the final design.
  - e. SHPO will respond within 30 calendar days or earlier to the design plans at each stage of completion as described above.
  - f. Prior to approval of submitted plans and specifications, PANYNJ will consider and respond to all comments received from SHPO and Consulting Parties within the specified comments period. If SHPO does not respond within the comment period, PANYNJ may assume that SHPO concurs with the submitted plans and specifications.
2. If during construction of the new pedestrian connection between the Terminal and the E Subway, it is determined that the existing E Subway entrance doors need to be removed, then they will be removed in accordance with Stipulation VI below.

#### D. PENETRATION OF EAST AND WEST SLURRY WALLS FOR THE PROJECT

1. The design for the Project shall provide visibility from within the Terminal to a portion of the East or West Slurry Wall if the following criteria are met: the condition of the slurry wall evokes the image now understood to represent the historic nature of the wall (e.g. Tiebacks are part of the area to be exposed, Tiebacks project beyond the re-stabilized slurry wall); the exposure provided would enable a view of the slurry wall which is clear, recognizable, and respectful of the slurry wall; and the exposure would not pose a safety hazard to the public from exposed finishes of the wall or its components. The design for the East-West Pedestrian Connector shall include a location from which the members of the public using the Connector may, at a minimum, view a plaque and photograph of the West Slurry Wall.
  - a. Design plans for treatments will be developed in consultation with the SHPO and submitted at the preliminary (35%) and pre-final (75%) completion stages for SHPO comment. NPS and Consulting Parties will be given the opportunity to comment on the treatment design plans.
  - b. Design plans will be made available to the Consulting Parties and public via the Project website. The Consulting Parties will be informed of the availability of the plans by electronic notification as the plans are posted on the Project website and the Consulting Parties shall have 21 calendar days to comment on the plans. PANYNJ will provide paper copies of such design plans to Consulting Parties upon request.
  - c. The review of the plans shall focus on the slurry wall mitigation.
  - d. If SHPO makes substantive comments during the pre-final design review, SHPO may request the opportunity to concur on the final design.
  - e. SHPO will respond within 30 calendar days or earlier to the design plans at each stage of completion as described above.

- f. Prior to approval of submitted plans and specifications, PANYNJ will consider and respond to all comments received from SHPO and Consulting Parties within the specified comments period. If SHPO does not respond within the comment period, PANYNJ may assume that SHPO concurs with the submitted plans and specifications.

#### E. STEEL BEAMS IN CROSS FORM

PANYNJ shall relocate the steel column and crossbeam mounted on a concrete pedestal and currently situated within the WTC Site near Church Street to Hangar 17 or an alternate location in accordance with Stipulation VI below, where the object will remain in the custody and control of PANYNJ as are other off-site artifacts in Hangar 17 from the WTC Site, pending final disposition of these artifacts in accordance with the rights of the respective owners thereof.

#### F. RESOURCE PROTECTION PLAN FOR CONSTRUCTION AT WTC SITE

1. To protect historic elements of the WTC Site that are to remain in situ from inadvertent damage during construction activities of this Project within the WTC Site, PANYNJ, in consultation with SHPO and in coordination with LMDC and with (as appropriate) those with certain property interests in the WTC Site, shall develop a WTC Resource Protection Plan (“WTCRPP”) for the Project after the Record of Decision for the Project.
2. The WTCRPP will describe in detail the construction procedures of the Project related to Historic Properties and the construction procedures associated with other projects under construction in the vicinity of those Historic Properties. It will also provide, with respect to the Project, for the inspecting and reporting of existing conditions at these historic elements; establish protection procedures; establish a monitoring program; establish and monitor construction methods; and establish methods and materials to be used for any repairs. A historic architect who meets the Secretary of the Interior’s professional qualifications standards (48 F.R. 44716) in historic preservation will be part of the design/construction team for the Project and will have the opportunity to review design drawings and specifications for the Project prior to construction in order to prevent damage to Historic Resources.
3. The WTCRPP will empower the historic architect, in consultation with the Chief Engineer of PANYNJ (“Engineer”) or the Engineer’s designee, to issue “stop work” orders with respect to this Project to prevent any unanticipated damage to Historic Properties, and any recommencement of work shall only be permitted at such time that the Engineer and historic architect determine that the appropriate modifications have been made to the construction technique to assure that no damage will occur to Historic Properties.
4. PANYNJ shall furnish copies of the WTCRPP to SHPO, ACHP, NPS and Consulting Parties for review and comment on the WTCRPP with respect to the Project. NPS and Consulting Parties shall have 21 calendar days in which to comment on the WTCRPP with respect to the Project. SHPO and ACHP shall have 30 calendar days in which to review and comment on the WTCRPP with respect to the Project. Should SHPO and ACHP fail to respond within the 30 calendar day period, PANYNJ may assume

concurrence with the WTCRPP. PANYNJ shall consider all comments on the WTCRPP with respect to the Project received within this review period in preparing the final WTCRPP. The WTCRPP for the Project shall be in place prior to the commencement of construction of the WTC PATH Terminal.

#### G. CUMULATIVE EFFECTS

1. PANYNJ shall follow the process described below to address previously unanticipated cumulative adverse effects on the Historic Resources on the WTC Site during Project design, implementation, and testing, and the first six months of full operation of the Project that are caused in part by the permanent WTC PATH Terminal project together with other WTC Site project activities that, when considered along with existing conditions as well as reasonably foreseeable future conditions may cause irreversible or long-term adverse effects on qualifying characteristics of the WTC Site that were to be preserved or protected based upon the terms of this Agreement or other executed Section 106 Agreement document(s) associated with the WTC Site.
2. PANYNJ shall request all agencies that are constructing projects within the WTC Site to submit preliminary and pre-final documents to the PANYNJ to allow coordination of the Project activities with such other work and to permit the PANYNJ's assessment of the Project to include the potential for cumulative adverse effects on the WTC Site per I.G.1.
3. PANYNJ and its historic preservation consultant, will consult with SHPO and Lower Manhattan Emergency Preservation Fund (consisting of the following coalition of five preservation groups: Municipal Art Society, National Trust for Historic Preservation, New York Landmarks Conservancy, Preservation League of New York State, and the World Monuments Fund) in assessing whether there is a potential for cumulative adverse effects of the Project and other WTC Site projects per I.G.1.
4. If PANYNJ and SHPO agree that Project plans or completed activities have resulted in or are likely to result in cumulative adverse effects on the WTC Site per I.G.1 of this Agreement, then PANYNJ shall consider measures with respect to the Project to mitigate or minimize such effects, including technical or financial measures for the protection, rehabilitation, or repair and Project design modifications. Disagreements between the PANYNJ and SHPO, including those related to effects findings, will be resolved pursuant to Stipulation X.
5. PANYNJ shall make all appropriate PANYNJ-generated and prepared documentation related to the Project for Section 106 purposes and utilized in consideration of cumulative adverse effects in I.G.4 available to the Consulting Parties and NPS via the Project website. Consulting Parties will be notified of the documentation posting to the Project website via electronic notification. The Consulting Parties and NPS shall have 21 calendar days to comment on the documentation. PANYNJ will provide paper copies of such documentation to Consulting Parties upon request. SHPO, ACHP, and WTC project agencies will respond within 30 calendar days of receipt of all required documentation. Should SHPO, ACHP, or any project agency, fail to respond within 30 calendar days

after receipt of all documentation, it shall be assumed that they have no comments on the proposed action, if any, to minimize or mitigate cumulative adverse effects.

6. The review of the documentation by all parties per I.G.5 shall focus on the historic elements of the WTC Site Historic Property that may be affected by the Project relative to the potential for cumulative adverse effects.
7. PANYNJ, in coordination with other project agencies as appropriate, and SHPO will consider and respond to comments on the Project and its potential for cumulative adverse effects on the WTC Site Historic Property from Consulting Parties and attempt to resolve any concerns about how PANYNJ intends to address cumulative adverse effects per I.G.1 of this Agreement. If PANYNJ, in consultation with SHPO are unable to reach a resolution with the Consulting Parties who have commented pursuant to I.G.5. regarding an adverse effect with respect to the Project and its potential for cumulative adverse effects on the WTC Site Historic Property, the PANYNJ will notify the FTA, and as appropriate, consult with the ACHP, in accordance with Stipulation X.
8. PANYNJ shall comply with other agreement documents referenced in this Agreement and the EIS related to archaeological resource treatment, noise and vibration in the WTC Construction Protection Plan for the Barclay-Vesey Building, Former East River Savings Bank, Beard Building, 114-118 Liberty Street, and St. Paul's Chapel and Graveyard and the WTCRPP when considering cumulative adverse effects on the Historic Properties both on and off of the WTC Site that may result from the Project and other related, approved project undertakings.

## H. OFF-SITE ARTIFACTS

PANYNJ shall safeguard all artifacts from the WTC Site that are now or may come to be in its custody and control, pending final disposition of such artifacts in accordance with the rights of the respective owners thereof. This obligation will be fulfilled in consultation with LMDC as specified in Stipulation 4(a)(3) and Stipulation 4(b) of the April 22, 2004 Programmatic Agreement among the ACHP, LMDC and SHPO for the WTC Memorial and Redevelopment Plan. A complete inventory listing of all off-site WTC artifacts in PANYNJ's custody and control as of August 2004 shall be available to the Consulting Parties upon written request to PANYNJ. Additional artifacts may come into the custody and control of PANYNJ, and the listing of these artifacts will be incorporated into the semiannual report to be distributed to the signatory parties and Consulting Parties.

## II. HUDSON RIVER BULKHEAD

### A. COORDINATION

Because the Hudson River Bulkhead is located in the APE of the proposed reconstruction of West Street (Route 9A) as well as in the APE for the Project, PANYNJ shall coordinate treatment of this Historic Property with FHWA and NYSDOT.

## B. LOCATION AND IDENTIFICATION

In consultation with the SHPO, and, as appropriate with NYSDOT, PANYNJ shall develop and implement a plan to locate and identify intact portions of the Hudson River Bulkhead that will be affected by construction of the East-West Pedestrian Connector.

## C. TREATMENT

In the event that intact portions of the Hudson River Bulkhead are identified as a result of execution of Stipulation II.B, PANYNJ shall, in consultation with the SHPO and NYSDOT, prepare a treatment plan for those portions of the Hudson River Bulkhead to be affected by the Project.

## D. TREATMENT PLAN

1. Design plans for treatments will be developed in consultation with the SHPO and submitted for SHPO comment at the preliminary (35%) and pre-final (75%) completion stages. NPS and Consulting Parties will also be given the opportunity to comment.
2. Design plans will be made available to the Consulting Parties and the public via the Project website. The Consulting Parties will be informed of the availability of the plans by electronic notification as the plans are posted on the Project website and the Consulting Parties shall have 21 calendar days to comment on the plans. PANYNJ will provide paper copies of such design plans to Consulting Parties upon request.
3. The review of the plans shall focus on the Hudson River Bulkhead mitigation.
4. If SHPO makes substantive comments during the pre-final design review, SHPO may request the opportunity to concur on the final design.
5. SHPO will respond within 30 calendar days or earlier to the design plans at each stage of completion as described above. If SHPO does not respond within the comment period, PANYNJ may assume that SHPO concurs with the submitted plan.
6. PANYNJ will consider and respond to all comments received from SHPO within the specified comment period and Consulting Parties prior to approval of submitted plans and specifications.

## **III. BARCLAY-VESEY BUILDING, FORMER EAST RIVER SAVINGS BANK, BEARD BUILDING, 114-118 LIBERTY STREET, AND ST. PAUL'S CHAPEL AND GRAVEYARD**

### A. COORDINATION

Because the Historic Properties listed in the title of this Stipulation are located in the APE of the WTC Memorial and Redevelopment Plan as well as in the APE for the Project, PANYNJ shall coordinate treatment of them with LMDC.

The Former East River Savings Bank and St. Paul's Chapel and Graveyard are also located within the APE of the Fulton Street Transit Center. PANYNJ shall therefore coordinate treatment of these Historic Properties with MTA/NYCT.

**B. CONSTRUCTION PROTECTION PLAN FOR THE BARCLAY-VESEY BUILDING, FORMER EAST RIVER SAVINGS BANK, BEARD BUILDING, 114-118 LIBERTY STREET, AND ST. PAUL'S CHAPEL AND GRAVEYARD**

1. To protect these buildings from project-generated construction vibration from the Project, PANYNJ, in consultation with SHPO and in coordination with LMDC and, as appropriate, with MTA/NYCT, shall develop a Construction Protection Plan ("CPP") for the Project. The CPP will set forth measures for protection and avoidance of structural and architectural damage from the Project for these Historic Properties.
2. The CPP will be based on the requirements laid out in the "New York City Department of Buildings Technical Policy and Procedure Notice ("PPN") #10/88" regarding procedures for the avoidance of damage to historic structures resulting from adjacent construction. The PPN defines an adjacent historic structure as being contiguous to or within a lateral distance of 90 feet from a lot under development or alteration.
3. The CPP will describe in detail the construction procedures of the Project related to Historic Properties and the construction procedures associated with other projects under construction in the vicinity of each of these Historic Properties. With respect to the Project, the CPP will also provide for the inspecting and reporting of existing conditions at these properties; establishing protection procedures; establishing a monitoring program to measure vertical and lateral movement and vibration; establishing and monitoring construction methods to limit vibrations; and establishing methods and materials to be used for any repairs. The CPP shall also specify the implementation of special vibration protection measures to protect these Historic Properties from increased vibration levels associated with construction activities of the Project. For these extremely fragile buildings, these vibration protection measures for the Project shall reduce vibration levels to levels below FTA's vibration damage threshold criterion of 0.12 in/sec (approx 95 VdB). The CPP will provide for a historic architect meeting the Secretary of the Interior's professional qualifications standards (48 F.R. 44716) to work with an engineer with demonstrated comparable expertise in working with historic buildings to supervise implementation of the CPP.
4. The CPP will empower the historic architect, in consultation with the Chief Engineer of PANYNJ ("Engineer") or the Engineer's designee, to issue "stop work" orders with respect to this Project to prevent any unanticipated damage to Historic Properties, and any recommencement of work shall only be permitted at such time that the Engineer and historic architect determine that the appropriate modifications have been made to the construction technique to assure that no damage will occur to Historic Properties.
5. PANYNJ shall furnish copies of the CPP to SHPO, ACHP and Consulting Parties for review and comment with respect to the Project. The Consulting Parties will have 21 calendar days in which to comment on the CPP with respect to the Project. SHPO and ACHP shall respond

within 30 calendar days of the request for review and comment on the CPP with respect to the Project. Should SHPO and ACHP fail to respond within the 30 calendar day period, the PANYNJ may assume concurrence with the CPP. PANYNJ shall consider all comments received with respect to the Project within this review period in preparing the final CPP. The CPP for the Project shall be in place prior to the commencement of construction of the WTC PATH Terminal that could affect fragile buildings in the APE.

#### **IV. ARCHAEOLOGICAL RESOURCES**

##### **A. COORDINATION**

The areas of potential historic archaeological sensitivity in the Project's APE are former Lots 8-17 on former Block 85 (south side of Vesey Street between Greenwich and Church Streets) and former Lots 5, 6 and 10 on former Block 60 (north side of Liberty Street between Greenwich and Church Streets). Because these areas of potential historic archaeological sensitivity are located in the APE of the WTC Memorial and Redevelopment Plan as well as in the APE for the Project, PANYNJ shall coordinate fulfillment of this Stipulation with SHPO and LMDC. The locations of these archaeologically sensitive areas are shown on the map appended hereto as Exhibit B.

##### **B. LOCATION, IDENTIFICATION, AND EVALUATION**

Prior to any Project-related subsurface disturbance at any of the locations that have been determined to be sensitive for historic archaeological resources, PANYNJ shall, in consultation with the SHPO, and LMDC as appropriate, locate, identify, and evaluate the National Register eligibility of any archaeological resources at these locations in accordance with 36 CFR 800.4.

##### **C. TREATMENT PLAN FOR ARCHAEOLOGICAL RESOURCES**

1. In the event that FTA, in consultation with SHPO, determines that National Register-eligible archaeological resources will be adversely affected by construction of the Project, PANYNJ shall, in consultation with FTA, SHPO, and LMDC as appropriate, and the Consulting Parties, develop and implement a Treatment Plan for the Project. The Treatment Plan will balance Project (engineering, environmental and economic) and historic preservation concerns while addressing specific research questions. The Treatment Plan and documentation will adhere to the standards established by the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716), including the standards therein for professional qualifications
2. The Treatment Plan will be made available to the Consulting Parties via the Project website. The Consulting Parties will be informed of the availability of the plan by electronic notification as the plan is posted on the Project website and the Consulting Parties shall have 21 calendar days to comment on the plans.
3. SHPO shall have 30 calendar days in which to comment on the Treatment Plan. If SHPO does not respond within the comment period, PANYNJ may assume that SHPO concurs with the Treatment Plan.

4. The Treatment Plan described above will be posted on the Project website. PANYNJ will provide paper copies of the Treatment Plan to the Consulting Parties upon request.

## **V. UNANTICIPATED DISCOVERIES OF ARCHAEOLOGICAL RESOURCES AND UNANTICIPATED EFFECTS ON HISTORIC RESOURCES**

### **A. UNANTICIPATED DISCOVERY OF ARCHAEOLOGICAL RESOURCES**

In the event that unanticipated archaeological deposits or features are encountered during the construction of the Project, PANYNJ shall immediately implement the procedures described in Exhibit I hereto.

### **B. UNANTICIPATED EFFECTS ON HISTORIC RESOURCES**

In the event that PANYNJ determines that construction of the Project will affect or has affected a Historic Resource in an unanticipated manner other than those identified in Stipulation I.F., PANYNJ shall stop Project construction in the vicinity of the affected resource and shall take reasonable measures with respect to the Project, to avoid harm to the resource until it has consulted with the SHPO to develop a treatment or mitigation plan with respect to the Project. PANYNJ may perform additional measures to secure the job site if it determines that unfinished work in the vicinity of the affected resource will cause major safety or security concerns. Upon notification, SHPO will have 14 calendar days to review and comment on the treatment or mitigation plans. Should SHPO fail to respond within the 14 calendar day period, the PANYNJ may assume concurrence with the treatment plan or mitigation plans. If PANYNJ and SHPO cannot agree on a treatment or mitigation plan, the dispute resolution process set forth in Stipulation X below will be followed.

## **VI. TEMPORARY RELOCATION OF HISTORIC ELEMENTS OF THE WTC SITE**

### **TEMPORARY RELOCATION OF HISTORIC ELEMENTS**

If PANYNJ determines that historic elements (potentially anticipated to be Tower Perimeter Column Remnants and E Subway Entrance of the WTC Site) must be temporarily relocated in order to protect them from damage during construction of the Project, PANYNJ shall:

1. Prior to relocation, notify SHPO and Consulting Parties of the elements requiring temporary relocation.
2. Prior to relocation, consult with their design/construction team historic architect who meets the Secretary of the Interior's professional qualifications standards (48 FR 44716) and in consultation with SHPO, develop a plan for (a) removing the elements in a manner that maintains their integrity of materials and workmanship; (b) safeguarding the removed elements while relocated to Hangar 17 or any other agreed upon location; (c) returning the elements to the WTC Site, based on criteria to be developed by PANYNJ and reviewed by ACHP and SHPO. Elements not returned to the WTC Site will remain in the control and custody of PANYNJ in Hangar 17 or other PANYNJ sites until the final disposition of all

artifacts in PANYNJ's custody has been determined. This determination of custody will take place outside the parameters of this Project.

3. Prior to relocation, SHPO will respond within 30 calendar days or earlier to the plan for temporary relocation and safeguarding of the element or elements. Should SHPO fail to respond within the 30 calendar day period, PANYNJ may assume concurrence with the relocation plan.
4. Prior to the relocation, PANYNJ will consider those comments provided within the specified time frame in finalizing the plans. PANYNJ shall implement the final plan.
5. PANYNJ shall notify SHPO and Consulting Parties in writing when temporarily removed elements have been returned to the WTC Site.
6. The Consulting Parties will be provided updates regarding the above 5 items through electronic notification and the Project website.

## **VII. MONITORING**

SHPO may monitor activities carried out pursuant to this Agreement at its discretion. PANYNJ will cooperate with SHPO with respect to such monitoring activities.

## **VIII. ADDITIONAL COORDINATION REGARDING NEWLY AFFECTED HISTORIC PROPERTIES**

1. If construction activities associated with the Project may affect Historic Properties other than those whose treatments will be coordinated with other agencies as set forth in Stipulations I, II and III of this Agreement, PANYNJ shall determine whether the newly affected Historic Property is within the APE of the WTC Memorial and Redevelopment Plan, the reconstruction of West Street, and/or the Fulton Street Transit Center. If the newly affected Historic Property is not also within the APE of one or more of these projects, PANYNJ will proceed as set forth in Stipulation V.B.
2. If PANYNJ determines that the newly affected Historic Property is also within the APE of one or more of these projects, PANYNJ shall include this information in any notification to the SHPO under Stipulation V.B and shall invite the relevant project sponsor(s) and respective lead agency to participate in consultation with SHPO to determine the appropriate course of action.

## **IX. ADMINISTRATION OF THIS AGREEMENT**

### **A. COOPERATION**

During implementation of this Agreement, each signatory party agrees to cooperate with the other signatory parties to facilitate the satisfaction of their respective obligations under this Agreement. The signatory parties each agree to work in good faith with the other signatory parties to meet their respective obligations in a timely manner.

## B. SUBMITTALS TO SHPO

Unless otherwise specified in this Agreement, PANYNJ shall submit to SHPO all documents, drawings or other materials for which PANYNJ requests review, comment or concurrence.

## C. SEMIANNUAL STATUS REPORTING

On or before January 31<sup>st</sup> and June 30<sup>th</sup> of each year and commencing on January 31, 2006, until the terms of this Agreement have been fulfilled, PANYNJ shall prepare and provide a semiannual report addressing the following topics:

- Progress in completing Stipulations I through V;
- Any unexpected issues encountered during the preceding six months; and
- Any changes that PANYNJ believes should be made in implementation of this Agreement.

PANYNJ shall make this report available to the signatory parties and Consulting Parties, and will invite Consulting Parties to provide comments to PANYNJ. PANYNJ will respond to comments received and, as appropriate, will provide the signatory parties with how PANYNJ responded to comments and notify the signatory parties if they need to further consider any comments. Any signatory party may request a meeting on the report. The report will also be posted on the Project website.

## D. DOCUMENTATION

Notwithstanding any other provision in this Agreement, all documentation to be provided to the signatory parties, Consulting Parties, and the Public shall relate to the historic aspects of the Project as set forth in this Agreement subject to appropriate considerations, such as security concerns.

## X. DISPUTE RESOLUTION

### A. OBJECTIONS TO PLANS OR REPORTS BY SIGNATORY PARTIES

In the event any signatory party to this Agreement objects to any plan or report presented for the Project pursuant to this Agreement within 30 calendar days of its receipt, or within such other time frame specified in this Agreement, PANYNJ will consult further with the objecting signatory party to seek resolution. If PANYNJ is unable to reach resolution with respect to the Project, it will notify FTA, which in turn will consult with the objecting party to seek resolution with respect to the Project. If FTA determines that the objection cannot be resolved, FTA will invite the ACHP to review all Project documentation relevant to the dispute, including FTA's proposed resolution to an objection. ACHP will provide its comments to FTA within 30 calendar days. FTA will take these comments into account in reaching a final decision concerning the dispute.

Any recommendation or comment by the ACHP will pertain only to the subject of the dispute. The responsibility of the signatory parties to implement all actions pursuant to this Agreement that are not subject to the dispute will remain unchanged.

## B. CONSULTING PARTY COMMENTS AND DISPUTE RESOLUTION

1. If PANYNJ receives written objections from any Consulting Party with respect to the Project regarding the treatment of Historic Properties, or on the design of the new structure or measures taken to implement the terms of this Agreement within 30 days of electronic notification of posting of plans, designs, or measures on the Project website, PANYNJ will consult with the objector regarding such objections.
2. PANYNJ shall consult with the objecting Consulting Party within 30 calendar days after receipt of written comments. If PANYNJ and the Consulting Party cannot resolve the matter with respect to the Project, PANYNJ shall notify SHPO and provide copies of the objection. SHPO, as appropriate, shall advise PANYNJ of measures, if any, that could resolve the matter.
3. If PANYNJ in consultation with SHPO cannot resolve the matter with respect to the Project, and PANYNJ and SHPO consider the issue of sufficient importance, PANYNJ and SHPO shall proceed as set forth in Stipulation X.A. above.

## XI. AMENDMENT AND TERMINATION

### A. AMENDMENT

Notwithstanding any other provision in this Agreement, any signatory party to this Agreement may request that it be amended, whereupon the signatory parties will consult to consider such amendment. PANYNJ will facilitate such consultation within 30 calendar days of such request. Any amendment must be in writing and signed by FTA, ACHP, SHPO and PANYNJ to be effective. The appropriate contacts for the signatory parties are provided in Exhibit J hereto.

### B. TERMINATION

This agreement will terminate upon full completion of Project construction and after the first six months of full operation of the Project, or at such time as PANYNJ notifies the other parties in writing that the Project has been terminated.

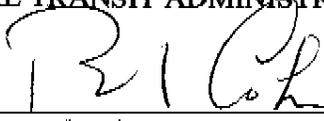
This agreement may be terminated at the request of any of the signatory parties to this Agreement within 30 calendar days of written notification to the other signatory parties. In the event the Agreement is terminated, FTA, in consultation with SHPO, shall comply with 36 CFR Part 800 on a case-by-case basis for each proposed project activity.

Execution of this Agreement by FTA, SHPO, PANYNJ and ACHP and implementation of its terms will be evidence that FTA has taken into account the effect of the Project on Historic Properties, has afforded the ACHP and Consulting Parties an opportunity to comment on the Project and its effects on Historic Properties, and has completed all processes in accordance with Section 106 of the National Historic Preservation Act.

**WTC Transportation Hub Section 106 Memorandum of Agreement**

Execution and implementation of this Memorandum of Agreement evidences that FTA has satisfied its Section 106 responsibilities for the Project, has taken into account the effects of the Project on historic resource, and has afforded the ACHP an opportunity to comment.

FEDERAL TRANSIT ADMINISTRATION

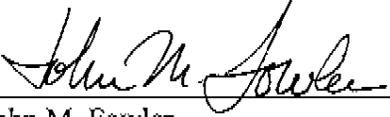
By:   
Name Bernard Cohen  
Title Director, Lower Manhattan Recovery Office

Date: April 19, 2005

**WTC Transportation Hub Section 106 Memorandum of Agreement**

Execution and implementation of this Memorandum of Agreement evidences that FTA has satisfied its Section 106 responsibilities for the Project, has taken into account the effects of the Project on historic resource, and has afforded the ACHP an opportunity to comment.

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By:  Date: 4/8/05  
Name John M. Fowler  
Title Executive Director

**WTC Transportation Hub Section 106 Memorandum of Agreement**

Execution and implementation of this Memorandum of Agreement evidences that FTA has satisfied its Section 106 responsibilities for the Project, has taken into account the effects of the Project on historic resource, and has afforded the ACHP an opportunity to comment.

NEW YORK STATE HISTORIC PRESERVATION OFFICE

By:  Date: 4/6/05  
Name Paul J. Laudato  
Title Deputy State Historic Preservation Officer

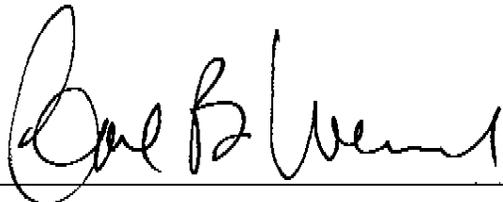
**WTC Transportation Hub Section 106 Memorandum of Agreement**

Execution and implementation of this Memorandum of Agreement evidences that FTA has satisfied its Section 106 responsibilities for the Project, has taken into account the effects of the Project on historic resource, and has afforded the ACHP an opportunity to comment.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By:  Date: 4/11/05  
Name Kenneth J. Ringler, Jr.  
Title Executive Director

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By:  Date: 3.31.05

Name: Carl Weisbrod

Title: President

Alliance for Downtown New York, Inc.

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By: William C. Love, Jr. Date: 3/26/05

Name: William C. Love, Jr.

Title: Vice Chair, Coalition to Save West Street

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By:  Date: 3/31/05

Name: BRUCE L. EHRMANN

Title: CHAIR, LANDMARKS COMMITTEE, COMMITTEE BOARD #1, MANHATTAN

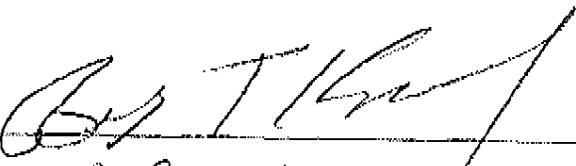
**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By: David E. Starke Date: March 30, 2005

Name: David E. Starke

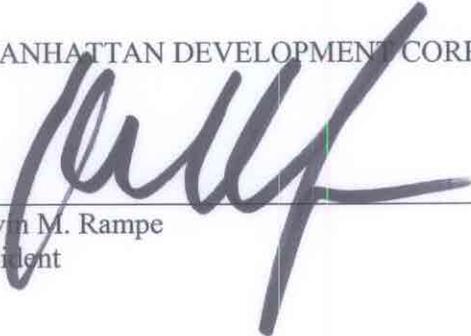
Title: Co-chair BPC United

CONSULTING PARTY CONCURRENCE  
WTC Transportation Hub Section 106 Memorandum of Agreement

By:  Date: 7/20/07  
Name: MICHAEL S. KENNEY  
Title: Vice Chairman C.B.F.

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

LOWER MANHATTAN DEVELOPMENT CORPORATION

By:   
Name: Kevin M. Rampe  
Title: President

Date: 

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By:  Date: 4/15/05

Name: Peg Breen, President

Title: New York Landmarks Conservancy

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By:  Date: April 5, 2005

Name: Mysore L. Nagaraja, P.E.

Title: President, MTA Capital Construction

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By:  Date: 04/15/05

Name: Ken Lustbader

Title: Preservation Consultant, Lower Manhattan Emergency Preservation Fund

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By: Richard J. Schmalz Date: 3/3/06

Name: Richard J. Schmalz, P. E.

Title: Route 9A Project Director, NYSDOT

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By: Bruce De Cell Date: March 30, 2005

Name: Bruce De Cell

Title: The Skyscraper Safety Campaign

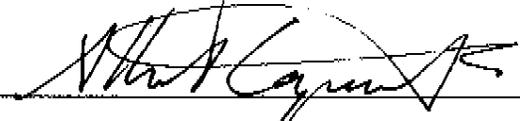
**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By: Bonnie Burnham Date: April 1, 2005

Name: Bonnie Burnham

Title: President World Monuments Fund

CONSULTING PARTY CONCURRENCE  
WTC Transportation Hub Section 106 Memorandum of Agreement

By:  Date: 3/28/05

Name: Albert Caputo

Title: Director, Triheca Organization

Triheca Committee Chair CB #1

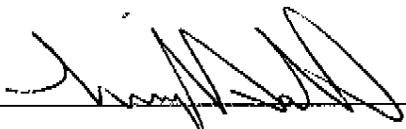
**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By: Martin Connor Date: March 29, 2005

Name: MARTIN CONNOR

Title: State Senator

**CONSULTING PARTY CONCURRENCE**  
**WTC Transportation Hub Section 106 Memorandum of Agreement**

By:  Date: 03/31/2005

Name: CRAIG HALL

Title: WTCRC - PRESIDENT

(WORLD TRADE CENTER RESIDENTS COALITION)

## **LIST OF EXHIBITS**

- EXHIBIT A: AREA OF POTENTIAL EFFECT
- EXHIBIT B: MAP OF ARCHAEOLOGICALLY SENSITIVE AREAS WITHIN THE  
PROJECT APE
- EXHIBIT C: ENVIRONMENTAL PERFORMANCE COMMITMENTS
- EXHIBIT D: ENVIRONMENTAL ANALYSIS FRAMEWORK
- EXHIBIT E: AMENDMENT TO THE 1994 PROGRAMMATIC AGREEMENT DATED  
OCTOBER 13, 2004
- EXHIBIT F: PROGRAMMATIC AGREEMENT FOR WORLD TRADE CENTER  
MEMORIAL AND REDEVELOPMENT PLAN
- EXHIBIT G: LIST OF CONSULTING PARTIES
- EXHIBIT H: SCHEDULE OF PHOTOGRAPHS FOR WORLD TRADE CENTER SITE
- EXHIBIT I: PLAN FOR UNANTICIPATED DISCOVERY OF  
ARCHAEOLOGICAL FEATURES OR MATERIALS
- EXHIBIT J: CONTACT INFORMATION