

STATE OF NEW YORK
AND
STATE OF NEW JERSEY

**CONTRACT FOR THE CONSTRUCTION OF A
VEHICULAR TUNNEL OR TUNNELS
UNDER THE HUDSON RIVER**

Dated December 30th, 1919

**NEW YORK STATE BRIDGE AND
TUNNEL COMMISSION**

GEORGE R. DYER, Chairman
E. W. BLOOMINGDALE, Vice-Chairman
McDOUGALL HAWKES
A. J. SHAMBERG
GROVER A. WHALEN
Commissioner of Plants and Structures of New York City
FRANK M. WILLIAMS
State Engineer and Surveyor
PAUL WINDELS, Counsel
MORRIS M. FROHLICH, Secretary

**NEW JERSEY INTERSTATE BRIDGE
AND TUNNEL COMMISSION**

WELLER H. NOYES, Chairman
SAMUEL T. FRENCH, Vice-Chairman
PALMER CAMPBELL
T. ALBEUS ADAMS
THEODORE BOETTGER
THOMAS J. S. BARLOW
DANIEL F. HENDRICKSON
RICHARD T. COLLINGS
EMERSON RICHARDS, Counsel
CHARLES M. BACON, Secretary
E. MORGAN BARRADALE
Assistant Secretary

CLIFFORD M. HOLLAND
Chief Engineer

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Agreement, made and entered into this 30th day of December in the year one thousand nine hundred and nineteen, between the STATE of NEW YORK, acting by and through the New York State Bridge and Tunnel Commission (hereinafter referred to as the New York Commission), party of the first part, and the STATE of NEW JERSEY, acting by and through the New Jersey Interstate Bridge and Tunnel Commission (hereinafter referred to as the New Jersey Commission), party of the second part.

WHEREAS, it is the purpose of the State of New York and of the State of New Jersey to construct a tunnel or tunnels under the Hudson River between a point on the Island of Manhattan in the City and State of New York and a point in Jersey City in the State of New Jersey, for the use of pedestrians and vehicles, one half of the cost of which shall be paid by each of the above named States;

AND WHEREAS, the New York State Bridge and Tunnel Commission has been authorized by law to enter into a contract or agreement with the State of New Jersey or any properly constituted agency or authority thereof, for the joint construction, operation, repair and maintenance of such tunnel or tunnels and to agree in behalf of the State of New York, subject to appropriations to be made by the Legislature therefor, to pay a share or part of the cost thereof, which share or part shall not exceed one half of the total cost of such tunnel or tunnels with the necessary approaches thereto, nor exceed the share or part to be paid by the State of New Jersey;

AND WHEREAS, the New Jersey Interstate Bridge and Tunnel Commission has been authorized by law to enter into a contract or agreement with the State of New York or any properly constituted agency or authority thereof, for the joint construction, operation, repair and maintenance of a tunnel or tunnels under the Hudson River

between the City of Jersey City, in the State of New Jersey, and the Borough of Manhattan, in the City and State of New York and to agree in behalf of the State of New Jersey, subject to appropriations to be made by the Legislature therefor, to pay a share or part of the cost thereof, which share or part shall not exceed one half of the total cost of such tunnel or tunnels with the necessary approaches thereto, nor exceed the share or part to be paid by the State of New York;

Now, THEREFORE, in consideration of the premises and of the mutual stipulations and covenants herein contained, the parties hereto, hereby enter into a contract or agreement with each other as follows:

ARTICLE I.

1. Subject to the limitations hereinafter set forth, the parties hereto by their respective Commissions, hereinbefore referred to, hereby agree to undertake forthwith the construction of a tunnel or tunnels under the Hudson River between a point in the vicinity of Canal Street on the Island of Manhattan in the City and State of New York and a point in Jersey City in the State of New Jersey.

ARTICLE II.

1. The tunnel or tunnels when completed shall be for the exclusive use of pedestrians and of vehicles not operated by public service corporations. This provision shall not be stricken from this contract or agreement, nor waived by either State without the consent and approval of the Legislature and Governor of the other State.

2. Vehicles operated by public service corporations within the meaning of this Article are vehicles which are run upon tracks or rails, or such vehicles, other than horse drawn vehicles, as receive their motive power from any source without the vehicle itself.

3. Neither State shall, without the consent and approval of the Legislature and Governor of the other State, nor shall any board, commission or other public body of either State, without such consent and approval in addition to the consent and approval of the Legislature and Governor of the State which it represents, grant any franchise, right or permission to any person or corporation to lay tracks or rails in said tunnel or tunnels for the use of any car, coach or any other vehicle of whatsoever kind.

4. Nothing herein contained shall be construed as in any way limiting the right of the parties hereto to grant to any person, corporation or political subdivision of either of the parties, the right to lay and maintain pipes, mains, conduits or wires, or place advertising signs or matter in such tunnel or tunnels; provided however, that no such pipes, mains, conduits or wires shall be laid or maintained in such tunnel or tunnels, or advertising signs or matter placed therein except on such terms and conditions as shall be agreed upon by the two commissions; and provided further, however, that no right, franchise or privilege shall be granted for any such purpose to any person or corporation, or to any political subdivision of either of the parties, for a period of more than twenty (20) years. Nothing herein contained shall be construed as in any way limiting the right of the parties hereto to obtain any revenues for the use of such tunnel or tunnels as may be agreed upon by the two Commissions, except as limited in paragraphs one and three of this article.

ARTICLE III.

1. The site, size, type and method of construction of such tunnel or tunnels and all matters appertaining thereto shall be determined, and detailed plans and specifications for the construction thereof shall be adopted, by the New York Commission and the New Jersey Commission, each acting separately before the same shall become bind-

ing and effective. Such action or approval shall be by resolutions identical in form and substance.

2. When any plan, map or specification is agreed to by both of the Commissions as provided herein, a duplicate original copy thereof, duly certified by the Chief Engineer and by the Chairman of each Commission shall be filed with the Secretary of each Commission.

ARTICLE IV.

1. Each of the States shall pay a share or part of the cost of the tunnel or tunnels, which share or part shall not exceed one half of the total cost of such tunnel or tunnels with the necessary approaches thereto, nor exceed the share or part to be paid by the other State. The obligation contained in this article shall be dependent on and subject to appropriations made or hereafter to be made by the Legislatures of the respective States.

2. The cost of the tunnel or tunnels shall include the cost of all labor, materials and equipment entering into construction; the cost of any real property or interest therein, hereafter acquired, extinguished or appropriated, together with the actual and necessary expenses in connection with such acquisition, extinction or appropriation; payments made on account of claims for damages of whatsoever kind, for which either State may be liable, arising out of the construction; salaries and expenses of the engineering staff; any liability arising out of the operation of any Workmen's Compensation Law, resulting from a claim of an employee employed jointly by the parties hereto; premiums paid for insurance, if any, of whatsoever kind, except as hereinafter more specifically provided; also rent for offices maintained by the two Commissions and the salaries and expenses of their clerical staffs.

3. Nothing herein contained shall be construed to include any costs or disbursements for any of the above purposes except such as are incurred by both Commissions exclusively in connection with the construction of such tunnel or tunnels, as evidenced whenever so required by the provisions of this contract by resolutions identical in form and substance.

ARTICLE V.

1. If either State shall levy or permit to be levied by any political sub-division thereof any taxes or assessments upon the said tunnel or tunnels, the property acquired for the construction, operation, maintenance or repair of the said tunnel or tunnels, or upon any income derived from the operation thereof, such taxes or assessments shall be paid out of that part or share of the income derived from such operation which may be or become due or owing to or be in the possession of the State which shall have levied such taxes or assessments or shall have so permitted such taxes or assessments to be levied.

ARTICLE VI.

1. Each State shall proceed forthwith to acquire title to and possession of the land, easements, rights and interests in real estate or any land under water within its territorial limits which are determined by the Commissions to be necessary for the construction of the tunnel or tunnels. Such acquisition shall be in the manner provided for by the law of the State wherein such land, easement, right or interest is located. The cost thereof and the expense of acquisition thereof, shall be a part of the cost of construction of the tunnel or tunnels and so charged to the construction account and shall be borne equally by the two States. All titles, rights, easements and interests so acquired shall be owned jointly by the parties hereto as tenants in common and neither State shall alienate its interest therein without the consent of the other.

2. If it shall be necessary for either party to set apart, out of any funds available therefor, any sum or sums to create a fund to be used for making compensation to owners of real property or of any interest therein to be acquired for the purposes of this contract, such fund shall be created within the State where such real property or interest therein is located, by equal contributions of each of the contracting parties hereto, and shall not be used for any other purpose until such compensation has been fully made according to the law of the State wherein such real property or interest therein is located. The fund so created shall be deposited with the custodian authorized by law to receive and hold the same. If after the proceedings provided for in this Article shall be concluded in either State, there shall remain in such State any surplus of the fund so created, such surplus shall be divided equally between the parties hereto and the amount due each state shall be forthwith paid back into the general fund of its Commission.

3. No contract shall be made or obligation incurred by either of the parties herein for the purchase of real estate or any interest therein for the purposes of this contract, without the consent and approval of the other party hereto, determined as herein provided.

ARTICLE VII.

1. The parties shall procure adequate insurance to cover their liability under all Workmen's Compensation Acts and also such general, accident, fire, burglary or other insurance as may be found advisable and the cost thereof shall be deemed to be a part of the cost of the construction, maintenance and operation of such tunnels or tunnels.

ARTICLE VIII.

1. No contract shall be made or obligation incurred for the construction of such tunnel or tunnels or any part thereof, or the approaches thereto, or the furnishing of any labor or materials therefor unless such contract or obligation shall be in writing and shall have been made or incurred pursuant to resolutions duly adopted by both Commissions. Each of the parties hereto shall be entitled to two original copies of such contract. All such contracts or obligations shall bind each of the States for one half only of the amount of money to be expended thereunder. Whenever any obligation has been incurred by either of the parties, it shall cause to be set aside out of the funds available therefor, a sum sufficient to meet its share thereof. All such contracts or obligations shall be executory only, subject to appropriations now or hereafter to be made for such construction, and all such contracts shall contain a stipulation that it is expressly understood and agreed by and between the parties thereto that the contract shall bind the States only to the extent of moneys available therefor and that no liability on account of such contracts shall be incurred by either of the States beyond the moneys available for the purpose specified therein.

2. No contract or agreement with a contractor or contractors for the construction of such tunnel or tunnels or the furnishing of any labor or materials therefor exceeding in amount the sum of one thousand dollars shall be made without advertisement for bids, for such time and in such manner as shall be determined and agreed upon by the parties hereto.

3. Contracts and agreements with a contractor or contractors for the construction as aforesaid or the furnishing of any labor or materials therefor may, at the option of either or both parties, provide for the giving of a bond or bonds to the party or parties requiring the same, as a guarantee of the faithful performance of

the said contract. The bond or bonds so required shall contain such provisions and be in such amount and with such sureties as the party requiring the same may determine and the cost of such bond shall be borne by the party requiring the same.

4. Whenever requested so to do, each Commission shall forthwith certify in writing to the other the amount of money available by the State which it represents over and above all obligations of said Commission or State which may be charged against said funds.

5. All contracts referred to herein shall be executed by the Chairman and attested by the Secretary of each Commission in its behalf and shall contain a recital of the resolution of each Commission authorizing the making of said contract and also a recital of the certification made by each Commission to the other as set forth above as to the available cash balance to the credit of each Commission for the purposes of the said contract, or the amount of money set apart to liquidate any contract made or obligation incurred as aforesaid.

ARTICLE IX.

1. All questions in connection with the construction of such tunnel or tunnels not specifically provided for herein shall be decided by the two Commissions by resolutions identical in form and substance and no decision shall be binding, valid or effective unless each of the Commissions shall agree thereto or approve the same. If a joint Committee is formed composed of representatives of the respective Commissions for the purpose of facilitating co-operation in carrying out the purposes of this agreement, such joint Committee shall be composed of an equal number of representatives from each Commission, and shall have such powers as are specifically delegated to it by the respective Commissions, except as otherwise limited herein.

2. The conclusion or action of each Commission shall be determined by a majority vote thereof.

3. The Chairman and Secretary of each Commission shall forthwith after any meeting thereof certify to the other such resolution or resolutions relating to the construction, operation or maintenance of said tunnel or tunnels, as may have been adopted at said meeting.

ARTICLE X.

1. If any contribution of moneys is offered toward the construction of said tunnel or tunnels by any official or agency of the United States to either or both of the parties, the same shall not be received or accepted by it or them except upon such terms as both Commissions may approve.

ARTICLE XI.

1. If either of the States shall default in the manner hereinafter specified in complying with the provisions of this contract, the other State shall have the right and the option to cause the work of constructing the tunnel or tunnels in question to be continued or entirely completed, or the maintenance, operation or repair thereof to be carried on.

2. In order to reimburse itself for moneys expended or advanced by reason of any default the State expending or advancing the same shall have the sole right and privilege to levy and collect the tolls at the entrance of the tunnel or tunnels in the defaulting State, provided in Article XIV of this agreement to the exclusion of the defaulting State, until the amounts so advanced or expended, with interest thereon, at six per centum per annum, shall be collected in full. The remedy provided for in this article of the agreement shall not be exclusive, but shall be in addition to any and all other remedies that such State may have against the defaulting State at law or in equity.

3. If either State shall elect in accordance with this provision to complete the construction of the tunnel or tunnels at its own cost, such construction shall be completed substantially in accordance with the plans and specifications theretofore agreed upon by the two Commissions pursuant to the provisions of this contract. For that purpose or for the purpose of the maintenance, operation or repair of the said tunnel or tunnels, it shall have the right to the possession and use of any and all property, real or personal, and any interest therein, located in the defaulting State, that may have been theretofore acquired by either or both parties for the purposes of this contract or any contract entered into hereunder. It shall also have the right to acquire, enter upon and appropriate, or condemn by eminent domain, any real estate or interest therein located within the defaulting State that is necessary for the completion of the construction of such tunnel or tunnels or for the maintenance, operation or repair thereof; provided, however, that no such right to entry and appropriation or to condemnation, shall accrue except with the consent of the Legislature and Governor of the defaulting State.

4. The interest of either State in any tolls collected under this article, shall be free from any State, county, municipal or local taxation whatsoever in the other State.

5. If either State exercise its option under this article it shall render annual accountings to the defaulting State, and when the amount so expended by reason of the default, with interest thereon at six per centum per annum shall have been fully paid, the defaulting State shall be restored to an interest and participation in the management of the tunnel or tunnels on a parity with the other State; provided however, that the State completing the tunnel or tunnels shall have the right to determine the schedule of tolls during the continuance of any default and until a new schedule of tolls shall have been agreed upon by both States, which tolls shall be the same at all entrances to the tunnel or tunnels, and provided further that any contract or contracts made by the State

not in default during the continuance thereof shall be binding and effective, as though both States had been parties thereto.

6. For the purposes of this contract a party hereto shall be in default if it neglects for a period of sixty days after notice and demand by the other party:

A. To provide by law the moneys necessary to pay its share of the cost of the tunnel or tunnels as hereinbefore defined; or

B. To make the necessary payments as the same shall become due by it required to be made under the terms of this contract or any contract entered into hereunder; or

C. To provide a duly constituted authority for the carrying out of the terms of this contract or any contract entered into hereunder; or

D. To make the necessary appropriations or payments for the maintenance, operation or repair of the tunnel or tunnels as herein provided; or

E. To do any other thing necessary for the completion of the construction of said tunnel or tunnels or the maintenance, operation or repair thereof.

7. Such notice and demand shall certify that the party giving the notice and making the demand has fully met and is enabled fully to meet all its obligations under this contract and any contract entered into hereunder.

8. Such notice and demand shall be in writing and signed by the Chairman and Secretary of the Commission of the party giving the notice and making the demand. It shall be served personally upon the party alleged to be in default by personal delivery to the Chairman, Secretary or other responsible person in charge of the executive office of the Commission of such party or to the Governor of the party alleged to be in default and also by mailing another copy of such notice by registered mail to the Commission of such party addressed to it at its executive office or to the Governor of such party.

9. The option to complete by one party in the event of a default by the other shall continue until such default is cured.

10. The defaulting party shall have the right to cure the default at any time while such default continues and when the default is cured by its affirmative act, it shall be restored to all its rights and privileges hereunder in the same manner as if the default had been cured by the collection of tolls as herein provided.

11. Should the State claimed to be in default dispute the fact of such default, it shall have the right to have such fact determined by arbitration, provided, however, that it assert its option to arbitrate within two weeks after the giving of a notice and demand as hereinbefore provided, and shall indicate its desire to arbitrate by a notice served in the same manner as required for the notice and demand concerning default. The arbitrators shall be the Attorney General of each State and one disinterested person selected by them, which said disinterested person shall not be a resident of either of the States. If the said Attorneys General shall not agree within two weeks on such a disinterested person, then and in that event the Secretary of War of the United States or some person designated by him, who shall not be a resident of either State, shall act as such third arbitrator. Such arbitrators shall proceed forthwith to determine the issue and shall thereafter publish their findings with the Commissions. Such right to arbitrate shall not be exclusive, but shall be in addition to any other remedies that the parties may have at law or in equity for the enforcement of this contract.

ARTICLE XII.

1. Upon the completion of any tunnel or tunnels pursuant to this agreement the parties will cause the boundary line between the two States in the said tunnel or tunnels to be appropriately marked and indicated.

ARTICLE XIII.

1. Any tunnel or tunnels that may be constructed pursuant to this agreement shall be administered, maintained and operated jointly by the two States represented by their respective Commissions in such manner as is herein provided and may be hereafter more fully agreed upon.

2. The salaries and wages of all clerks, guards, caretakers, cleaners, workmen and other employees, employed in and about such tunnel or tunnels; the cost of repairing, ventilating, painting, cleaning and lighting such tunnel or tunnels; and all other expenses in and about the administration, maintenance and operation of such tunnel or tunnels, including taxes or governmental charges levied by the United States or any agency thereof, shall be shared and borne equally by the two States. The rental of offices occupied by the two Commissions and the salaries and expenses of their respective engineering and clerical staffs shall be included in the cost of administration, maintenance and operation of such tunnel or tunnels.

3. Nothing herein contained shall be construed to include any costs or disbursements for any of the above purposes except such as are incurred by both Commissions exclusively in connection with the administration and operation of such tunnel or tunnels.

4. All appointments of employees, and clerical and engineering staff referred to herein shall be made and their compensation fixed by the Commissions.

ARTICLE XIV.

1. Upon the completion of the construction of the tunnel or tunnels, pursuant to this agreement, the Commissions shall make reasonable rules and regulations and shall fix, determine and levy tolls or charges for the use of the same by vehicles and pedestrians, which tolls or charges are to be collected at the entrances to such tunnel or tunnels.

2. Such tolls or charges shall be fixed jointly by the Commissions, in such amount or amounts as will pay the estimated cost of administration, maintenance and operation and in addition thereto will pay within twenty (20) years the amortized cost of construction.
3. At all times the schedule or rate of tolls shall be the same at all entrances to the tunnel or tunnels.
4. No tolls or charges for the use of such tunnel or tunnels shall be levied or collected other than those specifically provided for.
5. There shall be no change, variation or rebate in the tolls agreed upon in any manner whatsoever, directly or indirectly, without the consent of both Commissions.
6. The Commissions shall appoint a suitable person or persons under their joint control, whose duty it shall be to collect or cause to be collected all tolls or charges for the use of the tunnel or tunnels by vehicles and pedestrians as herein provided.
7. Such person or persons shall deposit or cause the said tolls and charges to be deposited daily in such bank or banks within the State where collected as the Commissions shall designate and shall render to each of the Commissions a weekly statement of the daily receipts or collections in such manner as the parties may require.
8. The Commissions shall also deposit in such bank or banks all other income received by them arising out of the operation of such tunnel or tunnels.
9. All accounts in banks maintained as provided herein shall be entitled, "New York State Bridge and Tunnel Commission—New Jersey Interstate Bridge and Tunnel Commission—Joint Account."
10. All orders, warrants or checks for the withdrawal from or payment out of the funds deposited as provided herein shall be signed by the Chairmen of both Commissions or, in the event of the refusal or inability of either of them so to sign, by the Vice-Chairman or any other member of the Commission designated for that purpose.

11. On or before the third day of each month the Commissions shall make an equal division between them of the receipts of income during the preceding calendar month from any source whatsoever and arising out of the operation of such tunnel or tunnels.

12. The checks or warrants evidencing such monthly division of receipts shall be to the order of the person, public officer or public body in each State authorized by the law of that State to receive such funds in behalf of the said State, and if there be no such person, public officer or public body, then such check or warrant shall be to the order of the Commission representing the State.

13. Whenever so required, each Commission shall furnish to the other the written opinion of the Attorney General of the State which it represents, as to who is, under the law of that State, the proper person, public officer or public body to whom such check or warrant shall be made payable.

14. Each State shall make an appropriation for its share of the cost of the maintenance, operation and repair of the tunnel or tunnels as aforesaid in the manner provided by the law of the State making such appropriation.

15. For the purpose of the estimated budget of disbursements, the fiscal year shall begin on the first day of July and end on the thirtieth day of June of each year.

ARTICLE XV.

1. Neither State shall without the consent of the other directly or indirectly do, or cause, or suffer to be done, any act to block, interfere with, or obstruct in whole or in part the passage and repassage of pedestrians and vehicles as herein provided, to, from or through any tunnel or tunnels that may be built pursuant to this agreement, except that it may collect the tolls hereinbefore provided, for the privilege of passing and repassing through such tunnel or tunnels. All limitations, prohibitions and regulations of traffic for whatsoever purpose shall be made exclusively by the order and under the direction and control of both Commissions.

ARTICLE XVI.

1. If either State by statute duly enacted shall substitute any other authority or agency to construct or operate or participate in the construction or operation of the tunnel or tunnels referred to herein, such authority or agency shall acquire all the rights and be bound by all of the obligations of the Commission which it succeeds.

ARTICLE XVII.

1. If any clause or provision of this contract shall at any time hereafter be determined by any court of competent jurisdiction to be unconstitutional, illegal or void, such determination shall not affect the validity or legality of the contract or any other clause thereof, except with respect to such specific clause or provision so declared to be unconstitutional, illegal or void.

ARTICLE XVIII.

1. This contract may be amended from time to time by a written instrument executed in the same manner as this agreement and such amendments when so executed shall become a part of and have all the force and effect of any other provision of this agreement, including such force and effect as this instrument may acquire by reason of any consent thereto or ratification thereof by the Congress of the United States.

ARTICLE XIX.

1. This contract shall be signed in behalf of each of the States by at least a majority of all of the members of the Commission of the said State and duly attested by the Secretary or Assistant Secretary thereof. After execution by each of the States this contract may be submitted by either party to the Congress of the United States for ratification. Six original copies of the contract shall be so signed and executed and each of the parties hereto shall receive three original copies thereof.

IN WITNESS WHEREOF, this contract has been executed the day and year first above written, in behalf of the State of New York by the New York State Bridge and Tunnel Commission under and by authority of a resolution duly adopted by the Commission and these presents signed by a majority of the members of the Commission; and in behalf of the State of New Jersey by the New Jersey Interstate Bridge and Tunnel Commission under and by authority of a resolution duly adopted by the Commission and these presents signed by a majority of the members of the Commission.

FOR THE STATE OF NEW YORK:

NEW YORK STATE BRIDGE AND TUNNEL COMMISSION,

By GEORGE R. DYER,
Chairman.

E. W. BLOOMINGDALE,
Vice-Chairman.

Attest:

MORRIS M. FROHLICH,
Secretary.

MCDUGALL HAWKES,
A. J. SHAMBERG,
GROVER A. WHALEN,
FRANK M. WILLIAMS.

FOR THE STATE OF NEW JERSEY:

NEW JERSEY INTERSTATE BRIDGE AND TUNNEL COMMISSION.

By WELLER H. NOYES,
Chairman.

SAMUEL T. FRENCH,
Vice-Chairman.

Attest:

E. MORGAN BARRADALE,
Assistant-Secretary.

PALMER CAMPBELL,
 T. ALBEUS ADAMS,
 THEO. BOETTGER,
 THOMAS J. S. BARLOW,
 DANIEL F. HENDRICKSON,
 RICHARD T. COLLINGS.

State of New York, } ss.:
 County of New York, }

On this 30th day of December, 1919, before me personally appeared George R. Dyer, E. W. Bloomingdale, McDougall Hawkes, A. J. Shamberg, Grover A. Whalen, Frank M. Williams and Morris M. Frohlich, all to me known and known to me to be, the said George R. Dyer, chairman, the said E. W. Bloomingdale, vice-chairman, the said McDougall Hawkes, A. J. Shamberg, Grover A. Whalen and Frank M. Williams, members, and the said Morris M. Frohlich, secretary, of the New York State Bridge and Tunnel Commission; and the said George R. Dyer, E. W. Bloomingdale, McDougall Hawkes, A. J. Shamberg, Grover A. Whalen, Frank M. Williams and Morris M. Frohlich, being by me duly sworn, did depose and say each for himself and not for the others; the said George R. Dyer, that he resides in the Borough of Manhattan, City, County and State of New York, that he is chairman of the said Commission and that he subscribed his name to the foregoing contract by virtue of the authority thereof; the said E. W. Bloomingdale, that he resides in the Borough of Manhattan, City, County and State of New York, that he is vice chairman of the said Commission and that he

subscribed his name to the foregoing contract by like authority; the said McDougall Hawkes, that he resides in the Borough of Manhattan, City, County and State of New York; the said A. J. Shamberg, that he resides in the Borough of Manhattan, City, County and State of New York; the said Grover A. Whalen that he resides in the Borough of Manhattan, City, County and State of New York; the said Frank M. Williams, that he resides in the City of Goshen, County of Orange, State of New York; that each of them is a member of the said Commission and that each of them subscribed his name to the foregoing contract by virtue of the authority thereof; and the said Morris M. Frohlich, that he resides in the Borough of Manhattan, City, County and State of New York, that he is secretary of the said Commission and that he subscribed his name thereto by like authority.

GEORGE A. MUIR, [SEAL.]

Notary Public,

Kings Co. 93, Reg. 178.

Certificate filed in N. Y. Co. 204, Reg. 10197.

Term expires March 30, 1920.

State of New Jersey, }
County of Hudson, } ss.:

Be it known, that on this 30th day of December, 1919, before me, a Master in Chancery of New Jersey personally appeared E. Morgan Barradale, who being by me duly sworn on his oath, says that he is the assistant secretary of the New Jersey Interstate Bridge and Tunnel Commission duly created by law of the State of New Jersey with authority to execute the contract hereinabove set out, and that Weller H. Noyes of the Borough of Tenafly, Bergen County, State of New Jersey, is the chairman of the said Commission and Samuel T. French of the City of Camden, County of Camden, State of New Jersey, is the vice-chairman of the said Commission; that the said Weller H. Noyes, the said Samuel T. French,

and Palmer Campbell of the City of Hoboken, County of Hudson, State of New Jersey, T. Albeus Adams of the Town of Montclair, County of Essex, State of New Jersey, Theodore Boettger of the Town of Hackensack, County of Bergen, State of New Jersey, Thomas J. S. Barlow of the Township of Chester, County of Burlington, State of New Jersey, Daniel F. Hendrickson of the City of Woodbury, County of Gloucester, State of New Jersey, and Richard T. Collings of the Borough of Collingswood, County of Camden, State of New Jersey, are members of the said Commission, duly commissioned by the Governor of the State of New Jersey therefor; that they and each of them pursuant to a resolution did sign, seal and deliver the said agreement as the said Commissioners' voluntary act and deed, in the presence of the said deponent, and that he, the said deponent, did, at the execution thereof, subscribe his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Jersey City, in the County of Hudson and State aforesaid, the day and year last above written.

EMERSON RICHARDS,
M. C. C. of N. J.