



**Department of
Environmental
Protection**

59-17 Junction Boulevard
Flushing, New York
11373-5108

**Christopher O. Ward
Commissioner**

**Robert C. Avaltroni
Deputy Commissioner**

**Bureau of
Environmental
Compliance**

Tel (718) 595-4418
Fax (718) 595-4422

September 3, 2002

TO: 21-23 Maiden Lane Realty
111 East 14th Street
New York, NY 10003

RE: 21 MAIDEN LANE

FINAL NOTICE

Dear 21-23 Maiden Lane Realty:

I am writing with regard to 21 MAIDEN LANE which was inspected by DEP on 02/15/02. During this inspection, debris from the collapse of the World Trade Center towers was observed on the exterior surfaces of the building.

You have been previously contacted with regard to participating in DEP's Lower Manhattan Building Cleaning Program. Under this program, contractors retained by DEP will clean all exterior building surfaces affected by World Trade Center debris at no cost to the building owner.

The Building Cleaning Program is now drawing to a close, and we have yet to receive a response from you regarding your participation. If you do not participate in the Program, the building will be scheduled for another DEP inspection in the near future. If that inspection shows that there is still visible debris from the World Trade Center on the exterior of the building, samples will be collected. If laboratory analysis of these samples shows that the debris is asbestos-containing material, you will then be issued a Commissioner's Order directing you to retain a contractor to clean the exterior of the building. Such cleaning would be at your expense, and failure to comply with the Commissioner's Order could result in the issuance of notices of violation carrying penalties of up to \$10,000 per day.

You are strongly urged to take advantage of the Building Cleaning Program. A blank License Agreement has been attached for your convenience. Please fill in the appropriate information and sign and return the form as soon as possible.

If you have any questions, please call 718-595-3682 during office hours, or the 24-hour Help Center at 718-DEP-HELP. Your cooperation is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Radhakrishnan".

R. Radhakrishnan, P.E.

Director

Asbestos Control Program



(718) DEP-HELP

LICENSE AGREEMENT

This License Agreement made this ^{17th} ~~9th~~ day of ~~Sept~~ 2002 by and between the CITY OF NEW YORK (hereinafter called "the City"/Licensee), acting by and through the Department of Environmental Protection of the City of New York (hereinafter called "DEP"), with an office at 59-17 Junction Boulevard, Corona, New York 11368-5107 and 21-23 Maiden Lane Realty LLC ("Landowner/Licensor") the owner of the premises at 21 MAIDEN LANE (the "Premises").

WHEREAS, the facades, roofs and setbacks ("exterior areas") of many structures in close proximity to the site of the former World Trade Center have been found to contain debris, refuse and other deposits ("the foreign material") of unknown origin;

WHEREAS, the owners of said structures are desirous of having the foreign material removed;

WHEREAS, the City believes that it is in the interest of the public to undertake a clean up of these exterior areas;

WHEREAS, the City's willingness to undertake such a cleanup should not in any way be construed as an acknowledgment or admission that the City is in any way responsible for any condition, environmental or otherwise, that may exist in or on the exterior areas or that the foreign material is a risk to the public health or safety;

NOW THEREFORE, it is hereby agreed by and between the parties to this agreement, for and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged,

1. **Permission to Perform Cleaning Work.** Subject to the terms and conditions hereof, Licensor hereby grants permission to Licensee and its authorized contractor(s) to perform the cleaning work on the exterior areas of the structure(s) located on the Premises, as described in the Scope of Work attached hereto as Exhibit A and made a part hereof (the "Cleaning Work").

2. **Grant of Access.** Subject to the terms and conditions hereof, Licensee and its agents, contractors and employees shall have the right, at all times while this License Agreement is in effect, to enter in and on the Premises, and to cross the Premises, with personnel, material and equipment, for the purpose of performing the Cleaning Work. It is expressly understood that the right granted under this Section 2 includes:

(a) the right to access all portions of the Premises deemed necessary by Licensee or its contractor(s) in order to properly perform the Cleaning Work, including (without limitation) roofs, parapets, window ledges, and other building exterior surfaces; and

(b) the right to temporarily occupy portions of the ground outside of the building located on the Premises, with personnel, material and equipment, in order to perform the Cleaning Work; and

(c) the right to erect, maintain, and store temporary scaffolding on the Premises, and to utilize such scaffolding for the purpose of performing the Cleaning Work.

3. Limitations And Conditions:

- a) In no event shall the Licensee, its agents, contractors, or subcontractors enter the Licensor's property for the purposes of performing the Cleaning Work other than between the hours of 8:00 a.m. and 8:00 p.m.
- b) Licensee shall provide the Licensor with written notification of its intention to begin the Cleaning Work at least two (2) days prior to the commencement of such Work.
- c) Licensee shall pay the entire cost of all work, labor, and material in connection with the Cleaning Work undertaken by it hereunder except that the Licensor shall supply and pay for all power and water usage in connection with the Cleaning Work.
- d) Licensee, its agents, contractors, and employees, shall perform all Cleaning Work promptly and in a workmanlike manner with a minimum of disturbances to the Licensor's property.
- e) Licensee shall maintain such flags, lights, barricades and enclosures as required for the safety of persons, property and traffic flow.
- f) All Cleaning Work shall be performed by qualified contractors in accordance with applicable federal, state and local rules and regulations;
- g) Any contractor or subcontractors performing the Cleaning Work on behalf of the Licensee shall obtain, prior to the commencement of any Cleaning Work, insurance in the amounts and types as set forth herein in Exhibit B;
- h) All City employees, and any contractor or subcontractor performing any activities on the City's behalf, shall, at all times, wear proper identification which, at a minimum shall include, an identification card with the name and photograph of the person.

4. Reimbursement. Licensor shall reimburse Licensee for the removal of the foreign material provided for in this license from any compensation it receives from any source for the

cleaning of debris accumulations from the exterior surfaces of the structure(s) located on the Premises. Such sources shall include, but are not limited to, the Small Business Administration, private insurance, or any other local, state or federal assistance program. Licensor shall make claim for any applicable insurance coverage for these premises and shall report to Licensee any insurance settlements or other source of funding for the Cleaning Work that has been performed at Licensee's expense.

5. **Termination.** This license shall be terminable by the Licensor or Licensee on ten days written notice to the address set forth below by fax or certified mail. In the event of a default by either party, the license may be terminated immediately, without any prior notice.

6. **Waiver of Claims.** Licensor agrees that no claims or cause of action for damages shall accrue by reason of revocation or termination of this License.

7. **Term.** This license shall commence as of the latest date appearing at the end of the signature page and remain effect for a period of ninety (90) days unless or until terminated or revoked as hereinabove provided.

8. **Cleaning Work Not An Admission of Liability.** It is expressly understood and agreed by Licensor and Licensee that Licensee's performance of the Cleaning Work hereunder is not, and shall not be construed as,

(I) an admission or agreement by the Licensee that it is liable for the deposit of any dust, debris or other material in or on the Premises as a result of the events of September 11, 2001, at the World Trade Center complex, or the subsequent debris removal activity related thereto; or

(II) an admission or agreement by the Licensee that it is liable for any condition, environmental or otherwise, that may exist in or on the Premises as of the date hereof.

9. **Landmarks.** If the Premises are a designated landmark, Landowner gives its permission for DEP to file the "Application Form for Work On Designated Properties" with the New York City Landmarks Preservation Commission on Landowner's behalf.

10. **Notices:** Notices and correspondence regarding this License shall be directed by Certified Mail, Return Receipt Requested to the Licensor, at the following address:

21-23 Maiden Lane Realty LLC
111 East 14th Street PMB 395
New York, NY 10003

and notices to the Licensee shall be addressed to R. Radhakrishnan, P.E., NYCDEP-ACP, 59-17 Junction Boulevard, 8th Floor, Corona, NY 11368-5643, with a copy to General Counsel, NYCDEP, 59-17 Junction Boulevard, 19th floor, Corona, New York 11368-5643.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed and acknowledged on the day and year which first appears above.

Dated: Sept 9, 2002

21-23 Hayden Lane Realty LLC
Licensor
By: Robert Falcone
Robert Falcone

Dated: 9-17-02

Deputy Commissioner, DEP
Licensee
By: [Signature]

Approved as to Form

Acting Corporation Counsel

DATED: _____

STATE OF NEW YORK)
)s.:
COUNTY OF NY)

On this 9th day of September 2002, before me personally came the individual described in and who executed the foregoing instrument and acknowledged to me that he/she resides at 111 East 14th Street and that he/she executed the foregoing instrument as the owner/licensor of the property.

Ronald Mattioli
NOTARY PUBLIC
STATE OF NEW YORK

RONALD MATTIOLI
NOTARY PUBLIC, State of New York
No. 01MA4852808
Qualified in Queens County
Cert. Filed in New York County
Commission Expires Feb. 10, 2008

STATE OF NEW YORK)
)s.:
COUNTY OF QUEENS)

On this 17th day of September 2002, before me personally came Robert C. Avaltroni and acknowledged to me that he/~~she~~ is the ~~First~~ Deputy Commissioner of the New York City Department of Environmental Protection, and that he/~~she~~ authorized to executed the foregoing instrument and that he/she did so on behalf of the City of New York pursuant to authority of law duly delegated.

Francis S. Schiano
NOTARY PUBLIC
STATE OF NEW YORK

FRANCIS S. SCHIANO
NOTARY PUBLIC, State of New York
No. 02SC4741070
Qualified in Richmond County
Commission Expires October 31, 2005

EXHIBIT B

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

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<u>Reference</u>	<u>Item</u>	<u>Requirements</u>
Section 28 of Information for Bidders	Bid Deposit or	<u>N/AP</u> % of Bid
	Bid Bond	<u>N/AP</u> % of Bid
Article 4 of Agreement	Period of Performance	<u>120</u> Consecutive Calendar Days
Article 5b of Agreement	Partial Payment	<u> X </u> will be allowed
		<u> </u> will not be allowed
Article 6.1 of Agreement	Performance Bond	<u>N/AP</u> % of Bid
	Payment Bond (Completion/Labor & Material)	<u>N/AP</u> % of Bid
Article 6.3 of Agreement	Liquidated Damages	\$ <u>N/A</u>
Article 6.4 of Agreement	Maintenance and Guaranty Security	<u>N/A</u> % of Contract Price
Article 6.4 of Agreement	Guaranty Period	<u>N/A</u> year(s)
Article 6.5 of Agreement	Retained Percentage	<u>10</u> % of Voucher
Article 12.8 of Agreement	Subcontracting	Not to exceed <u>45</u> % of Bid

.....CONTINUED ON NEXT PAGE.

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

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Insurance indicated by (X) will be required under this contract. Insurance certificates, policies, and endorsements must be sent to the New York City Department of Environmental Protection, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 17th Floor, 59-17 Junction Boulevard, Corona, New York 11368.

Article 6 of Agreement	Insurance
(x) Workers Compensation: (x) Employers Liability: () Jones Act:* () U.S. Harbor Workers & Longshoremen's Compensation Act:* * As respects use of tugs, barges or other marine operations under this contract. Section II.B Section II.D Section II.E Section II.G	Statutory per New York State Law without regard to jurisdiction \$ <u>1,000,000</u> each accident
(X) Commercial General Liability CG 00 01 (ed.10/93) or equivalent. Combined Single Limit-Bodily Injury and Property Damage: Section II.A	\$ <u>5,000,000</u> per occurrence: \$ <u>5,000,000</u> products/completed operations aggregate \$ <u>5,000,000</u> personal injury \$ <u>50,000,000</u> general aggregate \$ <u>25,000</u> per claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
☒ Others to be added as additional insureds: Additional insured status using ISO endorsement CG 20 10. Section II.A.3	Named Additional Insureds <u>Owners of Buildings on Which Work Is To Be Done</u>
(x) Business Auto Coverage: CA 00 01 (ed. 06/92) or equivalent Combined Single Limit - Bodily Injury and Property Damage The following coverage must be provided: () Business Auto Coverage Form: Section II.I	\$ <u>1,000,000</u> Each Occurrence (x) Owned (x) Hired (x) Non-Owned

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

Page 3 of 4

() Marine Protection and Indemnity, SP-23 or equivalent: * # _____ Section _____ II.F * As respects use of tugs, barges or other marine operations under this contract. # City as insured by endorsement to each relevant policy.	\$ _____ per occurrence \$ _____ aggregate per year \$ _____ max deductible
() Collision Liability/Towers Liability: Section _____ II.C [Endorsed to cover dredges and dredging operations.]	\$ _____ per occurrence \$ _____ aggregate per year \$ _____ max deductible Collision Clauses Lines 158-184 inclusive as respects tugs: Collision Towers Liability Clauses 78-111 inclusive American Institute Tug Form - 2/1/76
() Ship Repairers Liability: Section _____ II.H () Water Quality Syndicate	\$ _____ American Institute Clauses \$ _____
() Builders Risk: Section _____ II.J	All-Risk/Completed Value \$ _____ % of Total contract amount \$ _____ % of contract store off site \$ _____ % of contract in transit/anyone storage \$ _____ % Property of City and others
() Garage Policy CA 00.05 01/87 Section II & III ¹ (See Form 25) II: Auto & General Liability III: Garage Keeper's Liability	\$ _____ per occurrence \$ _____ per aggregate \$ _____ per location \$ _____ per vehicle maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

...CONTINUED ON NEXT PAGE

¹Evidence of insurance as described herein shall be provided by the insurer or duly authorized agent of the garage providing maintenance on the vehicle(s) provided to the Department's Contract Management Office. It is the Contractor's responsibility to insure compliance with this provision by the garage.

DEP Form SCHED A SUPPLY & SERVICE: March 28, 2002 (PIN#826WTCROOF1)

SUPPLY and SERVICE CONTRACT
GENERAL CONDITIONS
SCHEDULE A

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In addition, if indicated by an (X), the following hazards must be covered:

☒ Environmental Impairment Liability insurance Asbestos Liability [Zurich U-ASL-103B (CW)(1-96) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the removal of asbestos materials.	\$ 2,000,000 general aggregate (excl products) \$ 1,000,000 products/completed operations aggregate \$ 1,000,000 each occurrence \$ 25,000 claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE
() Contractor's Environmental Impairment Liability Insurance [Zurich U-EIL-102-A(CW)(6-92) or Equivalent] This insurance shall be provided in the name of the contractor, and each subcontractor, performing any operations involving the disruption, removal, disposal, or handling of lead or other toxic and/or hazardous materials.	\$ _____ general aggregate (excl products) \$ _____ products/completed operations aggregate \$ _____ each occurrence \$ _____ claim maximum deductible, except as approved by the CONTRACT MANAGEMENT OFFICE

) Other: _____

Asbestos Inspection Report

Premise No. 21 MAIDEN LANE					Inspection Date: As NOTED	
Floor ROOF & SETBACK	Zip 10038	Borough 1	Block 65	Lot 6	Squad # N/A	Badge # A020
Inspector Dennis Antzoulatos		Building Type MIXED USE		Basis of Inspection WTC Survey		Photos Taken Yes ☒ No ☐
Contractor's Name Benjamin Kurzban & Son Control				Sample Number N/A		
Address City 1248 Ralph Avenue, Brooklyn				Sample Number N/A		
State Zip Phone NY 11236 (718)531-2900				Sample Number N/A		
Laboratory Name Warren & Panzer Engineers Inc.				Owner's Name		
Address City 228 East 45 Street New York				Address City		
State Zip Phone NY 10017 (212) 922-0077				State Zip Phone		
Contact Person				Time of Inspection from: As NOTED		

FRIDAY OCTOBER 18 2002 (0800 AM - 0800 PM)

THE CLEAN UP OF THE ROOF OF THE PREMISE WAS CONDUCTED. AIR SAMPLING FOR THIS PORTION OF THE CLEAN UP WAS PERFORMED BY YURI BEDIN (CERTIFICATE # AH 96-14947 EXP 02/03). AIR SAMPLING EQUIPMENT WAS SET UP ON A CLEAN PORTION OF THE ROOF.

SATURDAY OCTOBER 19 2002 (0900 AM - 0330 PM) - SUNDAY OCTOBER 20 2002

THE CLEAN UP OF THE SETBACK AREA IN BACK OF THE "SUBWAY" SANDWICH SHOP WAS BEGUN. AIR SAMPLING FOR THIS PORTION OF THE CLEAN UP PROJECT WAS PERFORMED BY CELESTINE NMORKA (CERTIFICATE # AH-0208495 EXP 04/03). DUE TO SPACE LIMITATIONS NO DECON UNIT WAS ERECTED. STEP OFF PADS AND THE WEARING OF DOUBLE PROTECTIVE SUITS IS EMPLOYED. THE ASBESTOS HANDLER SUPERVISOR IS ASKED TO INSTRUCT THE ASBESTOS HANDLER TO VACUUM ACCUMULATIONS OF WATER IN THE WORK AREA AND TO ENSURE THAT NO STANDING WATER IS LEFT IN THE WORK AREA AT THE END OF THE SHIFT.

MONDAY OCTOBER 21 2002

IDRIS IDOWY (CERTIFICATE # AH 02-11201 EXP 05/03) OF WARREN & PANZER CONDUCTS A VISUAL INSPECTION OF THE CLEANED WORK AREAS AND OBSERVES NO VISIBLE WTC DEBRIS.

TUESDAY OCTOBER 22 2002

I CONDUCTED A VISUAL INSPECTION OF THE CLEANED WORK AREAS. I OBSERVED VISIBLE WTC DEBRIS ON THE ROOF AND THE SETBACK AREA. A RE-CLEANING OF THESE AREA IS ORDERED. AT THE COMPLETION OF THE RE-CLEANING ACTIVITIES, I CONDUCTED A VISUAL INSPECTION AND I OBSERVED NO VISIBLE WTC DEBRIS. THE CLEAN UP IS NOW COMPLETE.

Pl

Asbestos Inspection Report

Premise No. 21 MAIDEN LANE					Inspection Date: 10/21/02	
Floor CASCAD SETBACKS	Zip	Borough 1.	Block 65	Lot 6	Squad # N/A	Badge # A019
Inspector P THEODORELLIS		Building Type B		Basis of Inspection WTC SURVEY		Photos Taken No
Contractor's Name BENJAMIN KORZDAN & SON CONTROL INC.				Sample Number N/A		
Address City 1248 RALPH AVENUE BROOKLYN				Sample Number N/A		
State Zip Phone N.Y. 11238 (718) 531-2900				Sample Number N/A		
Laboratory Name WARREN & PANZER INC.				Owner's Name 21-23 Maiden Lane Realty.		
Address City 228 E. 45 St. New York				Address City 111 E. 14 St. PMB 395 New York		
State Zip Phone N.Y. 10017 (212) 922-0077				State Zip Phone N.Y. 10003		
Contact Person				Time of Inspection from: AS NOTED		
1:15 pm. Site observations:						
① Work proceeding on clean-up						
② SUPERVISOR NOT ON SITE						
③ NO AIR MONITORING - SAMPLING PERFORMED ON PREVIOUS DATES OF PROJECT.						
④ Extension ladder to fenced rear portion (UPPER LEVEL)						
⑤ Accumulation of water at "subway" setback.						
⑥ CORRECTIVE ACTIONS ORDERED.						
2:30 pm. SITE OBSERVATIONS						
① Site supervisor at rear steps.						
② Work proceeding. WORKERS IN SINGLE LAYER OF TYVEK (BLUE)						
③ ACCUMULATION OF WATER STILL PRESENT. Filtration pump present AND WATER BEING PUMPED						
④ ROOF DRAIN REQUIRED RE-SEALING.						
⑤ Area behind fence completed, will be ready for visual inspection today						
⑥ CORRECTIVE ACTIONS ORDERED.						



**Department of
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59-17 Junction Boulevard
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September 3, 2002

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Sincerely,

A handwritten signature in black ink, appearing to read "R. Radhakrishnan".

R. Radhakrishnan, P.E.

Director

Asbestos Control Program



(718) DEP-HELP