



THE CITY OF NEW YORK DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CHRISTOPHER O. WARD, Commissioner

MARK D. HOFFER  
General Counsel

PHONE (718) 595-6555  
FAX (718) 595-6543

Bureau of  
Legal Affairs

July 8, 2002

Fosca Shackleton White, Esq.  
Financial District Associates, LLC  
c/o Masterworks Development Corp.  
56 West 45th Street, 4th Floor  
New York, NY 10036

Re: License Agreement for Roof Cleaning  
52 William Street, Manhattan

Dear Ms. White:

I am in receipt of a marked-up copy of the License Agreement for cleaning the exterior surfaces of the above-referenced premises.

Unfortunately, DEP cannot entertain substantive changes to the Agreement. However, the deletion of subparagraph c is acceptable, as it will not be necessary to utilize scaffolding in order to clean the roof.

With regard to §4, the language contained in the Agreement is required by FEMA and cannot be amended. FEMA has approved a clarification of §4 which I have attached for your review.

I have enclosed another copy of the License Agreement (with §3c deleted) for your convenience. If the building owner wishes to avail itself of the services being offered, please have the Agreement signed and returned to the address specified in §10 (copy to General Counsel not required).

Feel free to call me if you have any questions. Your interest in the Building Cleaning Program is greatly appreciated.

Very truly yours,

Russell Pecunies  
Assistant Counsel

59-17 Junction Boulevard, 19th Floor, Corona, New York 11368-5107



2002-07-02

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Masterworks

**FINANCIAL DISTRICT ASSOCIATES, LLC**c/o Masterworks Development Corp. 56 West 43rd Street, 4<sup>th</sup> Floor, New York, New York 10036

Phone: (646) 223-3221; Telex: (212) 644-0174

**FAX TRANSMISSION COVER SHEET**

To: R. Radhakrishnan  
CC: Karen Ellis  
From: Rosca Shackleton White, Esq.  
Date: July 2, 2002  
Fax: (718) 595-4422  
Re: Downtown Cleanup - 52 Williams Street

YOU SHOULD RECEIVE (13) PAGE(S), INCLUDING THIS COVER SHEET  
IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL (646) 223-3221

Please see attached and call with any questions.

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**FINANCIAL DISTRICT ASSOCIATES, LLC**

*c/o Masterworks Development Corp. 58 West 45th Street, 4<sup>th</sup> Floor, New York, New York 10036  
Phone: (646) 323 3223; Telecopy: (212) 944-9374*

July 2, 2002

**Via Facsimile (718) 595-4422**

**Mr. R. Radhakrishnan, P.E.**  
**NYC Department of Environmental Protection**  
59-17 Junction Boulevard, 8<sup>th</sup> Floor  
Corona, New York 11368

Re: 52 William Street (the "Premises")

Dear Mr. Radhakrishnan,

Pursuant to our conversation last month, and my conversation with Ms. Ellis earlier this week, regarding the cleaning of the roof of the Premises, I am attaching for your review and revision a mark-up of the proposed license agreement between NYCDEP and Financial District Associates, LLC. As I indicated to you on the telephone because we are tenants under a ground lease and do not own the Premises, I had to forward a copy of your license agreement to our ground lessor for their review. I have attached a copy of their comments.

Please note that in addition to the comments provided by our landlord, as we discussed the agreement should be modified to give full supervisory capacity to our downtown manager, Tim Dowd. In addition, the agreement needs to be revised to reflect the fact that work will only be done on the rooftop of the building and as such DEP employees will not interfere with the running of our business. As we discussed on the telephone we cater to a specific type of client who stays with us because of the convenience of our style of lodging and thus any interference with their enjoyment of the Premises would have a most detrimental effect.

Please have the attached revised and forwarded back to me. Once the license agreement reflects the necessary aspects of the transaction between DEP and Financial District Associates, LLC I will be happy to sign it and make the appropriate arrangements for NYCDEP to begin the required work.

I thank you for your time and patience in this matter; it took a while for me to get the mark up back from our landlord. Should you have any questions or concerns, please do not hesitate to call me, I can be reached as indicated above.

Sincerely yours,

  
Fosca Shackleton White

Attachment

cc: Karen Ellis, NYCDEP

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LICENSE AGREEMENT

This License Agreement made this \_\_\_ day of \_\_\_\_\_, 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 Financial District Associates LLC c/o Masterworks Dev. Corp. ~~{("Landowner/Licensor") the owner}~~ {("Licensor") the ground lessee and operator} of the premises at 52 WILLIAM STREET (the "Premises").

WHEREAS, 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}~~ {ground lessee and operator} 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 acknowledgement or admission that the City is 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 contractors(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~~ <sup>and one copy of Licensee's employees as determined by the direction of the Licensee</sup> 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) <sup>provided that the same does not interfere with the ingress</sup> 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; <sup>workers are not to enter any common areas of the hotel without accompaniment by a Licensee's representative and under no circumstances will workers cross through public areas of the building in ACM protective gear.</sup>

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~~(e) 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)~~ <sup>ten (10)</sup> 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, *guests and/or employees.*
- (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.

*provided that  
the same does not  
interfere with Licor's  
business, employees  
or guests.*

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.

*as described  
herein*

*Licensor shall not be  
required to share any  
awards or proceeds from  
any source for exterior cleanup that  
is unrelated to the cleanup which is  
-2- the subject of this agreement.*

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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 not 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 in 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 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} [Licensor] 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} [Licensor'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:

Financial District Associates, LLC

c/o MasterWorks Development Corporation

80 West 45th Street, 4th Floor

New York, N.Y. 10036

Attention: PO Box 244444, WTC, EBF

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.

11. **Supervision of Work.** Notwithstanding anything contained herein to the contrary, all of Licensee's workers agree to report to the manager of the Premises, Timothy Dond, and adhere to any restrictions or limitations of access that Mr. Dond determines is reasonably necessary to prevent disruption to Licensee's guests and employees.

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

Licensor

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Licensee

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Acting Corporation Counsel

DATED: \_\_\_\_\_

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STATE OF NEW YORK )

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me personally came the individual described in and who executed the foregoing instrument and acknowledged to me that he/she resides at \_\_\_\_\_ and that he/she executed the foregoing instrument as the ~~owner/licensor~~ ground lessee and operator/licensor of the property.

\_\_\_\_\_  
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STATE OF NEW YORK

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STATE OF NEW YORK )

ss.

COUNTY OF QUEENS )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me personally came \_\_\_\_\_ 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 is authorized to execute the foregoing instrument and that he/she did so on behalf of the City of New York pursuant to authority of law duly delegated.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF NEW YORK

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**Exhibit A****New York City Department of Environmental Protection  
Bureau of Environmental Compliance****Asbestos Control Program****Building Exterior Clean-up****Scope of Work**

All work performed shall be in compliance with all applicable, relevant, and appropriate regulations, including but not limited to those of the United States Environmental Protection Agency (USEPA), the United States Department of Labor Occupational Safety and Health Administration (OSHA), the New York State Department of Labor (NYS DOL), the New York State Department of Environmental Conservation (NYS DEC), the New York State Historic Preservation Office (SHPO), the New York City Department of Sanitation (DOS), the New York City Department of Health (DOH), the New York City Landmarks Preservation Commission (NYC LPC), and the New York City Department of Environmental Protection (DEP).

**Background**

The DEP with assistance from representatives of the NYS DOL and US EPA performed follow-up site visits at buildings in the vicinity of the World Trade Center. The visual assessments disclosed the presence of various amounts of debris with various dispersal patterns at the building exteriors. The majority of buildings had isolated areas of debris specifically at the perimeter of the roofs, at the base of parapet walls, and in gutters. Debris was also visible at horizontal surfaces on some of the building facades. For some buildings, building facades facing the street were cleaned while the facades at the rear remained dirty.

The observed debris was characteristic of the debris from the impact of September 11, 2001. The debris appears to have reformed into a dense mass (oaked). During the DEP follow-up visits, samples of the debris were collected from various roofs. The uneven dispersal identified above was also evident in the sample collection. Samples collected from various buildings indicated that some of the debris was asbestos-containing material (ACM). Based on these results and the most stringent assessment and evaluation, this material may be ACM and shall be cleaned by NYS DOL licensed contractors with DEP and NYS DOL certified workers.

**Purpose**

A NYS DOL licensed asbestos contractor with DEP and NYS DOL certified workers shall perform the clean-up of building roofs, setbacks, and/or building facades within the vicinity of the WTC. The scope of work for the clean-up activities is attached. The clean-up activities shall consist of collection of debris and wet cleaning/HEPA vacuuming until the surfaces are clean of visible debris.

**Contract Term and Specifications**

The contract shall be in force for 120 consecutive calendar days from the DEP commencement date. Services shall be directed by the DEP. Contractors shall be prepared to mobilize within 72 hours of the contract award. The DEP expects contractors to provide four to five crews with a

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minimum of five handlers per day at each of the areas. Multiple building roofs shall be cleaned simultaneously.

Work shall not be performed at any building found to be structurally unsound.

An ACP7 form signed by the contractor and air-monitoring firm shall be submitted directly to the DEP representative on site. The DEP shall provide notification to the NYS DOL. The size of the project, specified area, shall be indicated on the ACP6 form. Building ~~(owners)~~ [ground lessee and operator] shall provide written authorization to the DEP for the work activities.

DEP will coordinate activities with building ~~(owners)~~ [ground lessee and operator] and other city agencies.

The sites and specific areas to be cleaned shall be determined and specified by the DEP.

The contractor shall restrict access by the public to the work area(s) during clean-up activities. Caution tape and warning signs shall be used to identify work areas. Access shall be limited to the contractor, his employees, and Federal, State or local officials.

The contractor shall provide all necessary equipment, to remove, bag, transport, and dispose collected waste. The contractor is responsible for supplying all necessary equipment.

The specific clean-up procedures for building roofs are attached. The DEP shall consider substitution of the specified methodologies only if the request is received in writing. Any substitutions must receive prior approval by the DEP.

For large asbestos clean-up projects, a partial decontamination system (change room and shower) shall be required at any entry/exit from each work area. A remote decontamination system shall be acceptable with DEP on-site approval.

#### **Contractor Qualifications**

The contractor shall have on staff and assigned to the contract a sufficient number of properly trained and certified workers. See above.

### Roof Clean-Up

**Application:** This procedure utilizes wet methods and careful hygiene protocol for cleaning roofs contaminated with asbestos containing material (ACM).

1. The entire roof shall be considered the work area for entry/access determinations. All abatement will be performed by NYSDOL licensed contractors with NYC DEP certified workers.

For non-gravel or stone covered roofs with localized accumulations of visible debris, the clean-up areas shall be specified ("specified area") by DEP.

~~For gravel/stone covered roof surfaces, the entire roof shall be included in the specified roof area for clean-up. The gravel/stone shall be taken to a clean-up staging area on the roof and washed. Water shall be collected, filtered, and discharged into the drain/sewer as applicable.~~

2. A changing area consisting of two adjacent step off pads located on the roof immediately adjoining the roof entrance/exit. This area shall consist of a clean pad and a change pad. The clean pad shall be adjacent to the building interior access way (or at the point of entry to the roof for exterior access). The change pad shall be adjacent to the contaminated roof areas. Each pad (change pad and clean pad) shall consist of two layers of 10-mil reinforced plastic on the roof/access way surface and shall be large enough to facilitate changing and decontamination as described herein. A minimum of 4' x 4' is recommended, though the exact configuration will be specific to the roof.
3. Workers shall first step from the building interior (or exterior at the point of entry to the roof) directly onto the clean pad. On the clean pad each worker shall be double suited with disposable coveralls, plastic booties, gloves and head coverings. Rubber boots may be used instead of the plastic booties. The boots shall be wet wiped and HEPA vacuumed prior to leaving the roof. Each worker shall wear a minimum of half-face air-purifying respirator equipped with HEPA cartridges.
4. All penetrations at the roof within 10 feet of the specified roof area included in the clean-up shall be cleaned by wet methods/HEPA vacuum and sealed with 6-mil polyethylene sheeting.
5. Roof cleanup shall begin at the entrance/exit and proceed in a path working away from the entrance/exit. Water shall be the primary engineering control to maximize the potential for fiber release.
6. Roof surfaces shall be wetted and then wet cleaned using wet wiping techniques with water, mops, rags, brushes, etc. HEPA vacuuming may also be used as alternative to or in combination with wet cleaning.
7. Throughout the procedure, all personnel entering or exiting the roof shall observe the personal decontamination practices. Attention shall be paid to limiting unnecessary walking on or disturbance of material on the roof. These personal decontamination

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procedures shall be strictly adhered to, in order to minimize the potential for spreading contamination to the interior of the buildings.

8. ~~Solid nonporous objects, such as metal patio furniture, plant pots, and plastic furniture cushions, shall be wet wiped with damp rags. Wooden objects such as decking shall be HEPA vacuumed, wet wiped, and highly brushed with a bristle brush utilizing simultaneous misting and local HEPA exhaust. Woven materials shall either be disposed as ACM or bagged and removed off-site for proper laundering in accordance with 29 CFR 1901, 1001. Potted plants with visual contamination should be disposed as ACM waste unless the [owner] [ground lessee and operator] requests decontamination. Potted plants will be repeatedly rinsed, and provisions shall be made to catch the runoff water (i.e. into ACM disposal bags or by using rags and HEPA wet-vacuums).~~ N/A

9. After completion of the above, the specified area roof shall be carefully washed.

10. ~~Some common outdoor spaces (i.e. alleys, yards, setbacks) may be included in this clean-up. They have been included in the quality estimates and shall be cleaned using the same procedures as the roof clean-up.~~ N/A

11. Air Monitoring shall be performed by NYSDOL a licensed Third Party Air Monitoring firm with certified workers. The Third Party Air Monitoring firm shall perform a visual inspection to confirm the absence of ACM or debris after the areas are completely dry. Clearance air monitoring shall not be required if all samples collected during the work were found to be below  $70 \text{ s/mm}^2$ .

**Building Facade Clean-up**

Work shall be performed by a NYSDOL licensed asbestos contractor with NYDEP and NYSDOL asbestos certified workers.

The contractor performing the cleaning should be experienced in cleaning building facades.

The clean up area shall be specified ("specified area") by DEP. The area below the facade cleaning shall be covered with a layer of polyethylene sheeting. All debris must be collected for disposal as ACM directly upon removal from the surface. (i.e. All waste must be double bagged in ACM waste labeled bags.) Running water or water runoff on the building facade is not permitted.

Building occupants shall be notified prior to the facade cleaning. Access to the street below the facade cleaning shall be restricted and marked with caution tape. Cleaning shall not be performed during wind speeds greater than 20 mph.

All HVAC systems and air conditioners shall be turned off. All windows shall be closed during the cleaning of the building. Some air conditioners and windows may require sealing with duct tape to prevent water penetration.

In cases where equipment is rigged from the roof: All clean-up activities on the roof must be completed prior to rigging equipment from the roof.

All horizontal surfaces and all windows on the facade shall be cleaned of large bulk material by wetting and hand brushing or scraping with non-metallic bristle brushes or non-metallic scrapers, by wet wiping and/or by HEPA vacuuming from top to bottom. Only water shall be used for wet wiping and low-pressure washing. Detergents, solvents, additives, and any other chemical cleaning agents are prohibited. The removed material shall be immediately placed into containers (e.g. bags). Windows shall be wet wiped. Free running water shall not be evident during this procedure. Power for HEPA vacuums shall be supplied through ground fault interrupters.

After completion of debris removal, the specified area shall be carefully washed. A low pressure washing technique, moving from top to bottom, shall be employed to minimize water bounce-back. Facades shall be washed with a low-pressure wash not to exceed 250 psi.

At the completion of work, a visual inspection of the abated surfaces and sidewalks shall be performed to verify the absence of visible debris.

Air monitoring shall be performed by an independent NYSDOL licensed third party air monitoring firm with certified workers.

In order to minimize disruption to the public and to the building occupants, it is recommended this work be performed during off-hours.

NYC 9/11 Public Portal Document

