

***** -IND. XMT JOURNAL- ***** DATE SEP-30-2002 ***** TIME 12:36 *****

DATE/TIME = SEP-30-2002 12:30
 JOURNAL No. = 08
 COMM.RESULT = OK
 PAGE(S) = 016
 DURATION = 00:04'59
 FILE No. =
 MODE = TRANSMISSION
 DESTINATION = 912127582948
 RECEIVED ID = J RESNICK & SON /
 RESOLUTION = STD

-NYCDEP BANHM ASB/LEAD TRU-

***** - ***** 718 595 3648- *****



The City of New York
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 24, 2002

TO: 169 Beekman Assoc., LP
 c/o Jack Resnick & Sons
 110 East 59th Street
 New York, New York 10010

RE: 165 William Street
 165-167 William Street
FINAL NOTICE

Dear 169 Beekman Assoc., LP:

I am writing with regard to 165 WILLIAM STREET which was inspected by DEP on 09/24/02. 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.

Post-It® Fax Note 7671		Date 9/30/02	# of pages 16
To KALPANA GAJJAR	From P. Theodorelly		
Co. Dept. Jack Resnick & Sons	Co. NYC DEP		
Phone # (212) 421-1300	Phone # (718) 595-3657		
Fax # (212) 758-2943	Fax # (718) 595-3744		

Sincerely,

 P. Theodorelly
 Asbestos Control Program



www.nyc.gov/dep

(718) DEP-HELP

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 _____ ("Landowner/Licensor") the owner of the premises at 165 William Street (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 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



**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 24, 2002

**TO: 161 William Associates
c/o Jack Resnick & Sons
110 East 59th Street
New York, New York 10010**

**RE: 161 William Street
FINAL NOTICE**

Dear 161 William Assoc.:

I am writing with regard to 161 WILLIAM STREET which was inspected by DEP on 09/24/02. 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,

R. Radhakrishnan, P.E.

Director

Asbestos Control Program



www.nyc.gov/dep

(718) DEP-HELP

LICENSE AGREEMENT

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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 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").

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(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

WTC Visual Survey Form

1001269

Premise Address: 161 William Street		
Block: 92	Residential ☐ Commercial ☐	Name of Building:
Lot: 3	Mix Use ☐ Other ☐	
# of Stories:	AKA's:	
Building Owner/Management		Telephone Number: 212 421-1300
Name: 161 William Assoc.		FAX: ()
Address: c/o Jack Resnick & Sons 110 East 59 St, NY, NY 10010		
On Site Contact:		Telephone Number: ()
Name:		
Building Owner Management Activities		
Interior Survey Performed ☐ Yes ☐ No		
Exterior Survey Performed ☐ Yes ☐ No		
General Clean Up ☒ Yes ☐ No Locations: _____		
ACM Clean Up ☐ Yes ☐ No Locations: _____		
Air Monitoring ☐ Yes ☐ No Locations: _____		
Copies of All Reports and Data Requested ☐ Yes		

Visual Inspection Results:

Facade:					
North	☐ N/A	Inspected	Debris	☐ No Visible/Fine Layer	☐ ½ to 1" ☐ > 1"
South	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1" ☐ > 1"	
East	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1" ☐ > 1"	
West	☐ N/A	☐ Yes ☐ No	☐ No Visible/Fine Layer	☐ ½ to 1" ☐ > 1"	
Facade Description: _____ _____					
Roof					
Debris: ☐ No Visible /Fine Layer ☒ ½ to 1" ☐ > 1"					
Description: _____ _____ _____					
Setbacks N/A ☐					
Floor: 15	Debris: ☐ No Visible/Fine Layer	☒ ½ to 1"	☐ > 1"		
Floor: 18	Debris: ☐ No Visible/Fine Layer	☒ ½ to 1"	☐ > 1"		
Floor: 21	Debris: ☐ No Visible/Fine Layer	☒ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Floor: _____	Debris: ☐ No Visible/Fine Layer	☐ ½ to 1"	☐ > 1"		
Comments _____ _____ _____ _____					

Date: 9/24/2002

Inspection by: Name: DA

Agency: DEP

ENTERED

WTC Visual Survey Form

Premise Address: 161 WILLIAM STREET		
Block:	Residential ☐ Commercial ☒	Name of Building:
Lot:	Mix Use ☐ Other ☐	
# of Stories: 21 ST	AKA's:	
Building Owner/Management:		Telephone Number: ()
Name: JACK RESNICK & SONS		FAX: ()
Address: 110 EAST 59TH ST NY NY 10022		
On Site Contact:		
Name: JIMMY KEEGAN (CHIEF ENGINEER)		Telephone Number: (212) 964-4187
Building Owner Management Activities		
Interior Survey Performed ☐ Yes ☐ No		
Exterior Survey Performed ☐ Yes ☐ No		
General Clean Up ☐ Yes ☐ No Locations: _____		
ACM Clean Up ☐ Yes ☐ No Locations: _____		
Air Monitoring ☐ Yes ☐ No Locations: _____		
Copies of All Reports and Data Requested ☐ Yes		

Visual Inspection Results:

Facade:					
North	☐ N/A	Inspected	☐ Yes ☐ No	Debris	☐ No Visible/Fine Layer ☐ ½ to 1" ☐ > 1"
South	☐ N/A	☒ Yes ☐ No	☒ Yes ☐ No	☐ No Visible/Fine Layer ☒ ½ to 1" ☐ > 1"	☐ > 1"
East	☐ N/A	☒ Yes ☐ No	☒ Yes ☐ No	☐ No Visible/Fine Layer ☒ ½ to 1" ☐ > 1"	☐ > 1"
West	☐ N/A	☒ Yes ☐ No	☒ Yes ☐ No	☐ No Visible/Fine Layer ☒ ½ to 1" ☐ > 1"	☐ > 1"
Facade Description:					
DEBRIS IS LOCATED ON THE WINDOW LEDGE (AREA WHERE BOTTOM OF WINDOW FRAME MEETS THE WINDOW LEDGE)					
Roof					
Debris: ☐ No Visible /Fine Layer ☒ ½ to 1" ☐ > 1"					
Description: _____					

Setbacks N/A ☐					
Floor: 21	Debris: ☐ No Visible/Fine Layer ☒ ½ to 1" ☐ > 1"				
Floor: 18	Debris: ☐ No Visible/Fine Layer ☒ ½ to 1" ☐ > 1"				
Floor: 15	Debris: ☐ No Visible/Fine Layer ☒ ½ to 1" ☐ > 1"				
Floor: _____	Debris: ☐ No Visible/Fine Layer ☐ ½ to 1" ☐ > 1"				
Floor: _____	Debris: ☐ No Visible/Fine Layer ☐ ½ to 1" ☐ > 1"				
Comments					

Date: 07/08/2002

Inspection Team: Name: DA/A020

Agency: NYC DEP

Name: _____ Agency: _____

ENTERED