



**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: Tribeca Realty LLC
277 Broadway
New York, NY 10007-2001**

**RE: 49 WARREN STREET
51 Warren St
FINAL NOTICE**

Dear Tribeca Realty LLC:

I am writing with regard to 49 WARREN STREET which was inspected by DEP on 08/30/02. 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 12^{20th} 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 TRISCA RENTY LLC ("Landowner/Licensor") the owner of the premises at 49 WARREN 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

(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

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: _____
Licensor
By: ZARICA REALTY LLC
G. O'Mansky
MANAGING MEMBER

Dated: 9-20-02
Licensee
By: Assistant Commissioner DEP
Michael D. Dem

Approved as to Form

Acting Corporation Counsel

DATED: _____

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

On this *18TH* day of *SEPTEMBER* 2002, before me personally came the *LICENSOR*
~~individual~~ described in and who executed the foregoing instrument and acknowledged to me that *LICENSOR*
~~he/she~~ *PLWS* resides at *49 + 51 W 110TH ST, NYC NY* and that he/she executed the foregoing
instrument as the owner/licensor of the property.

Ashdon Weissberg

NOTARY PUBLIC
STATE OF NEW YORK
Qualified in New York County
Commission Expires 6/30/03
NO. 02WE 4645386

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

On this 24th day of September 2002, before me personally came Michael Gilseman and acknowledged to me that he/~~she~~ is the ~~Assistant~~ Assistant 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