

Friday 15 of Mar 2002, Mayor Office

->718 595 4544

Page 1 of 29



**THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N.Y. 10007**

Date : 03/15/02

To : fax- Bob Avaltroni

From : Ilan. Lee

Phone number :(212) 788-2929

Department : EnvCoord

Fax number : 917185954544

Total number of pages : 29

Subject: FW: DEP Building Facade Cleaning

Sam, Bob-

You should look at this for Monday's meeting with the building group.

--Lee

-----Original Message-----

From: Sumowicz, Alessandra

Sent: Friday, March 15, 2002 3 35 PM

To: Ilan, Lee

Subject: FW: DEP Building Facade Cleaning

Lee - please see Robert's e-mail. Pass this information on to OEM and DEP, as they will need it for Monday's meeting.

-----Original Message-----

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Friday 15 of Mar 2002, Mayor Office

->718 595 4544

Page 2 of 29

From: Tranter, Robert [mailto:Robert.Tranter@fema.gov]
Sent: Friday, March 15, 2002 3:21 PM
To: Asumowicz (E-mail)
Subject: DEP Building Facade Cleaning

Alessandra,

Attached is the programmatic agreement for Historic Preservation for this disaster. Appendix B and C address the cleaning of buildings and provide at least a potential list of eligible buildings.

Both the NYC LPC and the NYS Department of Parks, Recreation and Historic Preservation noted this as an issue early in the disaster. This is why these items were included.

This is likely an easy issue, but does require coordination up front.

In order to reach consensus and move forward, a meeting among NYC DEP, FEMA, NYC LPC, and the SHPO of NY is required. We have reached out through FEMA's representative, Paul Berry. Paul is having some difficulty - it is important to have a meeting early next week regarding the handling of this issue.

The methodology and protocol should be negotiated among DEP, LPC, and SHPO.

Thanks,

Rob Tranter
Regional Environmental Officer
(212) 416-0348

<<Prog Agreement Final 1391.doc>>

PROGRAMMATIC AGREEMENT**AMONG**

**THE FEDERAL EMERGENCY MANAGEMENT AGENCY,
THE NEW YORK STATE HISTORIC PRESERVATION OFFICER,
THE NEW YORK STATE EMERGENCY MANAGEMENT OFFICE, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

WHEREAS, in response to the World Trade Center Terrorist Attack, FEMA-1391-DR-NY (Disaster), the Federal Emergency Management Agency (FEMA) proposes to administer the Federal disaster Public Assistance, Hazard Mitigation Grant, Individual and Family Grant, and Flood Mitigation Assistance Programs (Programs) pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§5121-5204c, (Stafford Act), and its implementing regulations contained in Title 44 of the Code of Federal Regulations (44 CFR) Part 206, and the National Flood Insurance Reform Act of 1994 and its implementing regulations contained in 44 CFR Part 78; and

WHEREAS, FEMA has determined that implementation of these Programs will result in Undertakings that may affect properties listed in or eligible for the National Register of Historic Places (historic properties), and FEMA has consulted with the State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council), pursuant to 36 CFR Part 800, implementing Sections 106 and 110(f) of the National Historic Preservation Act (NHPA), 16 U.S.C. Part 470; and

WHEREAS, as a result of the Disaster, New York State will receive financial and technical assistance from FEMA and will in turn provide monies and other assistance to eligible applicants to alleviate the effects of the Disaster, and the New York State Emergency Management Office (SEMO) will be responsible for administering these Programs, and has participated in this consultation, and has been invited to enter into this Programmatic Agreement (Agreement); and

WHEREAS, FEMA, the SHPO, SEMO, and the Council acknowledge that the implementation of these Programs will be more effective if, pursuant to 36 CFR §800.14(b) an agreement is in place to define roles and responsibilities in the Section 106 review process: eliminate the need for further SHPO and Council review of certain routine activities with little potential to adversely affect historic properties; establish an expedited SHPO review process for activities that cannot be eliminated from review; and promote efficiency so that the effects of Undertakings on historic properties may be considered while delays to FEMA's delivery of disaster assistance are minimized; and

WHEREAS, for the purposes of this agreement, FEMA has defined the area physically damaged by the Terrorist Attack (Impacted Area) as that area bounded to the north by the south side of the centerline of Chambers Street, to the south by the north side of the centerline of Rector Street, to the east by the west side of the centerline of Broadway, and by the Hudson River shoreline to the west, as illustrated in the map identified as Appendix D; and

WHEREAS, in recognition of the fact that the Impacted Area includes properties which the Secretary of the Interior (Secretary) has designated National Historic Landmarks, FEMA has provided notification to the Secretary pursuant to 36 CFR Section 800.10; and

WHEREAS, the SHPO has determined that state agencies participating in Undertakings covered by this Agreement, including but not limited to the State Emergency Management Office, Department of Environmental Conservation, and the Department of State, will be exempt from review under New York State Parks, Recreation and Historic Preservation Law, §14.09, in accordance with the provisions of §428.2 of the implementing regulations;

NOW, THEREFORE, FEMA, the SHPO, SEMO, and the Council agree that these Programs will be administered in accordance with the following Stipulations to satisfy FEMA's Section 106 responsibilities for all Undertakings. FEMA will not approve funding of any Undertaking until it is reviewed pursuant to this Agreement.

STIPULATIONS

To the extent of its legal authority, and in coordination with the SHPO, SEMO, and the Council, FEMA shall require that the following measures are implemented:

I. LEAD AGENCY COORDINATION

- A. When FEMA is determined to be the Lead Agency and has obtained the consent of the participating Federal agency or agencies, FEMA will coordinate the Section 106 review activities of all Federal agencies that participate in Undertakings funded by the Programs.

II. APPLICABILITY

- A. This Agreement applies only to the Programs implemented for the Disaster.
- B. FEMA has determined that the following types of activities that have limited potential to cause effects to historic properties and FEMA has no further Section 106 responsibilities.
1. Implementation of the Programs as related to assistance to individuals and households (Sections 408 and 411 of the Stafford Act, Individual and Family Grant Programs and Temporary Housing Program), with the exception of ground disturbing activities and construction related to temporary housing;
 2. Funding the administrative action of acquiring properties in buyout projects. SEMO will ensure that applicants secure the properties from physical alteration, illegal entry, and damage until the requirements of the Agreement are fulfilled. Applicant communities will agree to these provisions as a condition of the grant before FEMA will release any project funding.

3. Implementation of Federal assistance pursuant to Section 422 of the Stafford Act, Simplified Procedures, which govern small projects in the FEMA Public Assistance program less than or equal to \$50,600 when it has the effect of restoring a facility to its pre-disaster condition using in-kind materials and workmanship.
- C. FEMA will determine when an Undertaking involves a non-historic property in the Impacted Area by consulting Appendix C. Non-historic properties include any properties within the Impacted Area that are not listed in Appendix C. If an Undertaking affects only a non-historic property within the Impacted Area and does not involve ground-disturbing activities, FEMA will document this determination in the project file and authorize the release of funding for the Undertaking.
- D. FEMA will determine when an Undertaking meets applicable criteria of the Programmatic Allowances (Allowances) listed in Appendix A. FEMA will document this determination in the project file and authorize the release of funding for the Undertaking. FEMA and the SHPO may agree upon modification or additional allowances to Appendix A upon mutual written consent, without necessitating amendments to this agreement.
- E. For all other activities, FEMA will conduct Section 106 review in accordance with Stipulation IV. or V. of the Agreement.

III. GENERAL

- A. Professional Qualifications:
FEMA will use Federal, New York State agency, or contractor staff who meet the Secretary of the Interior's (SOI's) Professional Qualifications Standards (Qualifications), as determined by FEMA's Federal Preservation Officer (FPO), in the required disciplines, in ensuring compliance with this Agreement.
- B. Review Periods:
All time designations will be in calendar days. If any signatory does not comment on a determination related to a proposed action within an agreed upon timeframe, FEMA may assume the signatory's concurrence with FEMA's determination.
- C. Information and Consultation:
SEMO and FEMA, as appropriate, will provide information related to the Section 106 review process to all applicants. FEMA will provide concurrent notice to the City of New York's Landmarks Preservation Commission (LPC) for Undertakings which require SHPO consultation related to the Programs, and consider any views which the LPC provides within seven days of the notification.

IV. EXPEDITED PROJECT REVIEW FOR EMERGENCIES

- A. Immediate rescue and salvage operations conducted to preserve life and property are exempt from the provisions of Section 106 (36 CFR §800.12(d)).
- B. As a result or in anticipation of the Disaster, FEMA may be requested to authorize funding for emergency protective measures in response to an immediate threat to human health and safety or improved property, which may adversely affect historic properties. For all Undertakings that the Federal Coordinating Officer (FCO) determines are of an emergency nature as defined in Section 102(1) of the Stafford Act, and are not exempt from Section 106 review in accordance with Stipulation II.B. above, FEMA will conduct the following expedited review:
1. The expedited review period will begin at the time that FEMA determines that an emergency action is required, and will remain in effect for the time necessary to implement this expedited review, but for not more than 30 days after the time of discovery of the emergency.
 2. The FCO will certify in writing to the SHPO the need for FEMA to conduct expedited project review for individual Undertakings. Should FEMA determine that it is necessary to extend the expedited review period beyond 30 days, FEMA will, in 30-day increments, as needed, request an extension in writing from the Council. FEMA will immediately assume the Council's concurrence unless otherwise notified by the Council.
 3. If it appears that an emergency action will adversely affect a historic property during this expedited review period, FEMA will provide the SHPO with available information about the condition of the property, the proposed action, and prudent and feasible measures that would take the adverse effect into account, requesting the SHPO's comments. FEMA may provide this information through written requests, telephone conversations, meetings, or electronic media. The SHPO will respond to any FEMA request for comments within 3 days after receipt, unless FEMA determines the nature of the emergency action warrants a shorter time period.
 4. If FEMA does not accept the recommendations provided by the SHPO pursuant to this Stipulation, or the SHPO objects to FEMA's proposal to use the emergency review procedure and/or proposed treatment measures, FEMA will consult with the SHPO to resolve the dispute. If FEMA is unable to resolve the dispute, FEMA will seek the Council's comments for the Particular Undertaking. The Council will provide final comments to FEMA within 3 days after receipt of FEMA's request, unless FEMA determines the nature of the emergency action warrants a shorter time period. FEMA will take into account the Council's comments prior to approving the Undertaking.

V. STANDARD PROJECT REVIEW

The signatories of this agreement will review all non-emergency undertakings according to the following:

- A. Area of Potential Effects (APE): For all project review of standing buildings or structures, the APE will be the individual facility (as defined in 44 CFR §206.201(c)) when an Undertaking is limited to the repair or rehabilitation of the facility's interior or exterior. FEMA will establish the APE in consultation with the SHPO for all other Undertakings including those that may affect archeological properties.
- B. For Undertakings within the Impacted Area, FEMA will use Appendix C to determine if the APE contains any historic buildings or structures. For Undertakings outside the Impacted Area, FEMA will determine, in consultation with the SHPO, if the APE contains properties that are listed in or eligible for the National Register. For any Undertaking that will include ground-disturbing activities, FEMA will determine, in consultation with the SHPO, if there is a reasonable potential for archeological properties to be present within the APE.
- C. If no historic properties are present, or if an Undertaking is designed to avoid affecting the character defining features of all historic properties within the APE, FEMA will make a determination of "no historic properties affected" in accordance with 36 CFR §800.4(d)(1). FEMA will notify the SHPO and all consulting parties of this determination and provide supporting documentation. Unless the SHPO or any consulting party objects to this determination within 7 days after receipt, FEMA will complete the Section 106 review for the Undertaking and may approve funding.
- D. If an Undertaking may affect identified historic properties, or if the SHPO objects to the determination of "no historic properties affected" within 7 days after receipt, FEMA will consult with the SHPO to apply the criteria of adverse effect, pursuant to 36 CFR §800.5(a)(1), or determine if the Undertaking meets the Secretary's Standards for the Treatment of Historic Properties (Standards), or any other applicable Secretary's Standards. FEMA will also consider any views provided by consulting parties or the City of New York Landmarks Preservation Commission related to such effects.
 1. For standing structures only:
 - a. If FEMA and the SHPO agree that an Undertaking does not meet the adverse effect criteria or that it meets the Standards, FEMA will make a determination of "no adverse effect" pursuant to 36 CFR §800.5(b). FEMA will notify the SHPO and all consulting parties of this determination and provide supporting documentation pursuant to 36 CFR §800.5(c). Unless the SHPO or any consulting party objects within 7 days after receipt of the notification, FEMA will have completed the Section 106 review and may approve funding.
 - b. If the SHPO objects to the "no adverse effect" determination, FEMA will request through SEMO that the applicant revise the scope of work to

substantially conform to the Standards, in consultation with the SHPO and consulting parties. FEMA also will ensure that the revised scope of work is reviewed for funding eligibility. If the applicant modifies the scope of work to address the objections, FEMA will notify the SHPO and all consulting parties, and provide supporting documentation. Unless the SHPO or any consulting party objects within 7 days after receipt, FEMA will have completed the Section 106 review for the Undertaking and may approve its funding.

- c. If the applicant is unable to, or will not modify the Undertaking to meet the Standards or address the objections, FEMA will initiate adverse effect consultation pursuant to Stipulation VI.

2. For archaeological properties only:

- a. If there is a reasonable potential for archaeological properties to be present within the APE, FEMA will consult with the SHPO to determine the level of effort necessary to identify and evaluate the anticipated type and location of these properties.
- b. If the SHPO or any other consulting party objects to FEMA's determination that identified archaeological properties can be avoided through redesign of an Undertaking, or through procedures/requirements agreed upon among all the consulting parties, or concurs that there will be an adverse effect, FEMA will initiate adverse effect consultation pursuant to Stipulation VI.
- c. Performance Standards for archeology can be added to this agreement, upon mutual written consent of FEMA and the SHPO, without necessitating amendment to this agreement.

VI. RESOLUTION OF ADVERSE EFFECTS FOR HISTORIC PROPERTIES

- A. If FEMA determines that an Undertaking will adversely affect a historic property, FEMA will determine if the Undertaking will be reviewed in accordance with 36 CFR §800.6(b), resulting in a Memorandum of Agreement (MOA), or addressed through a Secondary Programmatic Agreement (Secondary Agreement). Following this decision, FEMA will notify the SHPO, all other consulting parties, and provide the Council with an adverse effect notice, including documentation in accordance with 36 CFR §800.11(e).

- 1. Memorandum of Agreement: FEMA may develop an MOA in accordance with 36 CFR §800.6(c) to outline measures to treat adverse effects to historic properties. FEMA may consider reasonable alternate treatment measures that serve an equivalent or greater public benefit than standard measures or archaeological data recovery, while promoting the preservation of historic

properties. FEMA will attempt to identify all such feasible measures in consultation with the SHPO and other consulting parties.

2. Secondary Programmatic Agreement: FEMA, the SHPO, SEMO, the Council, if participating, and other consulting parties may consult to develop a Secondary Agreement to require programmatic conditions and/or treatment measures for multiple, but similar Undertakings by an applicant.
- B. When an Undertaking will adversely affect an archeological property, FEMA may treat the adverse effect by providing for the recovery of significant information through archaeological data recovery or other scientific means. To accomplish this objective, FEMA will follow the Secretary's *Guidelines for Archeological Documentation* and consult with the other consulting parties to prepare a data recovery plan. For sites where FEMA determines extraordinary circumstances exist or when other treatment measures are appropriate, FEMA will consult further with the other consulting parties to develop an appropriate approach to resolving the adverse effects.
- C. FEMA will also involve the public in the resolution of adverse effects in accordance with 36 CFR §800.6(a)(4).
- D. When an Undertaking will adversely affect a National Historic Landmark (NHL), FEMA also will invite the Secretary of the Interior (Secretary) to participate in consultation. When the Council participates in consultation related to an NHL, the Council will report the outcome of the consultation to the Secretary and the FEMA Director.

VII. CHANGES TO AN APPROVED SCOPE OF WORK

SEMO will notify FEMA as soon as practicable of any proposed change to the approved scope of work for an Undertaking whose review was previously concluded pursuant to the Agreement. FEMA will then consult with the SHPO to determine if the change will have an effect on the property in a manner not previously considered. FEMA may authorize the applicant to proceed with the change if it meets an Allowance or if, for a standing structure, the change can be modified to conform to the Standards, any other applicable Secretary's Standards; or if, for an archeological property, a previously unidentified archeological site can be avoided. If FEMA determines that the change does not meet an Allowance, or if FEMA and the SHPO determine that the change cannot be modified to conform to the Standards, or any other applicable Secretary's Standards, FEMA will initiate adverse effect consultation pursuant to Stipulation VI.

VIII. UNEXPECTED DISCOVERIES

- A. SEMO will notify FEMA as soon as practicable if it appears that an Undertaking will affect a previously unidentified property that may be historic, or affect a known historic property in an unanticipated manner. SEMO will require the applicant to stop construction activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the property until FEMA concludes consultation with the SHPO.

- B. FEMA will notify the SHPO of the discovery at the earliest possible time and consult to develop actions to take into account the effects of the Undertaking. FEMA will notify the SHPO of any time constraints, and all parties will mutually agree upon timeframes for this consultation. SEMO and the applicant may participate in this consultation. FEMA will provide the SHPO with written recommendations to take into account the effects of the Undertaking.
- C. If the SHPO does not object to FEMA's recommendations within the agreed upon timeframe, FEMA will require the applicant to modify the scope of work to implement the recommendations. If the SHPO objects to the recommendations, FEMA and the SHPO will consult further to resolve this objection through actions including, but not limited to, identifying project alternatives that may result in the Undertaking having no adverse effect on historic properties, or proceeding in accordance with Stipulation VI.
- D. If human remains are discovered, FEMA/SEMO will notify the project supervisor, manager in charge of construction at the site and request that work stop immediately, and determine the appropriate disposition of the remains in accordance with NY State and City law.

IX. DISPUTE RESOLUTION

- A. Should the SHPO, SEMO, the Council, or a consulting party object within the timeframe provided by this Agreement to any plans, specifications, or actions provided for review pursuant to this Agreement, FEMA will consult further with the objecting party to seek resolution. If FEMA objects within any such timeframe to any such plans, specifications, or actions, FEMA will consult further with the other parties to seek resolution. If FEMA determines within 14 days of receipt of an objection that the objection cannot be resolved, FEMA will forward to the Council all documentation relevant to the dispute, including FEMA's proposed resolution to the objection.
- B. Any recommendation or comment provided by the Council will pertain only to the subject of the dispute. The responsibility of the signatories to implement all actions pursuant to this Agreement that are not subject to the dispute will remain unchanged.

X. ANTICIPATORY ACTIONS

- A. FEMA will not grant assistance to an applicant who, with intent to avoid the requirements of this Agreement or Section 106, has intentionally significantly adversely affected a historic property to which the assistance would relate, or having legal power to prevent it, allowed such significant adverse effect to occur. However, after consulting with the SHPO and Council, FEMA may determine that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant, and will complete consultation for the Undertaking pursuant to Stipulation VI.

- B. FEMA will specifically advise SEMO of this Stipulation and will require that SEMO advise its applicants in writing at their kickoff meetings that they may not initiate construction on projects for which they are seeking Federal funding prior to compliance with this Agreement. SEMO will also advise its applicants that they may jeopardize Federal funding if construction is initiated prior to compliance with this Agreement.

XI. DURATION, AMENDMENTS, AND TERMINATION

- A. Unless terminated pursuant to Stipulation XI.C. below, this Agreement shall remain in effect from the date of implementation until FEMA, in consultation with all other signatories, determines that the terms of this Agreement have been satisfactorily fulfilled. Upon such determination, this Agreement will terminate, and FEMA will provide all other signatories with written notice of the determination and termination.
- B. If any signatory to the Agreement determines that the Agreement cannot be fulfilled, the signatories will consult to seek amendment of the Agreement. Any amendment will be specific to the World Trade Center Disaster unless otherwise agreed to by the signatories.
- C. FEMA, the SHPO, SEMO, or the Council may terminate this Agreement by providing 30 days' written notice to the other parties, provided that the parties will consult during this period to seek amendments or other actions that would prevent termination. Termination of this Agreement will require compliance with 36 CFR § 800 for each individual Undertaking.
- D. This Agreement may be terminated by the implementation of a subsequent Programmatic Agreement pursuant to 36 CFR Part 800.14(b) that explicitly terminates or supersedes this Agreement, or by FEMA's implementation of Alternate Procedures, pursuant to 36 CFR §800.14(a).

XII. IMPLEMENTATION OF THIS PROGRAMMATIC AGREEMENT

- A. This Agreement may be implemented in counterparts, with a separate page for each signatory, and FEMA will ensure that each party is provided with a complete copy. This Agreement will become effective on the date of the last signature.
- B. Implementation of this Agreement evidences that FEMA has satisfied its Section 106 responsibilities for all its Undertakings specific to the World Trade Center Terrorist Attack, FEMA-1391-DE-NY.

Friday 15 of Mar 2002, Mayor Office

->718 595 4544

Page 12 of 29

FEDERAL EMERGENCY MANAGEMENT AGENCY

By: _____
Kenneth Kasprisin, Assistant Director,
Readiness, Response and Recovery Directorate

Date: _____

By: _____
Robert F. Shea, Acting Assistant Director,
Federal Insurance Administration and Mitigation

Date: _____

By: _____
Joseph Picciano, Acting Regional Director,
Region II

Date: _____

NEW YORK STATE HISTORIC PRESERVATION OFFICE

By: _____
Bernadette Castro, State Historic Preservation Officer

Date: _____

NEW YORK STATE EMERGENCY MANAGEMENT OFFICE

By: _____
Edward F. Jacoby, Jr., Director
NY State Emergency Management Office

Date: _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____
John M. Fowler, Executive Director

Date: _____

APPENDIX A: PROGRAMMATIC ALLOWANCES

The following project activities do not require review by the SHPO or Council pursuant to Stipulation II. This list may be revised without amending this Agreement, with a letter concurred by FEMA and the SHPO.

When referenced in an Allowance, "in kind" shall mean that the result will match all physical and visual aspects of existing historic materials, including form, color, and workmanship. "In kind" mortar will also match the strength and joint tooling of existing historic mortar.

I. **GROUND DISTURBING ACTIVITIES AND SITE WORK**, when all work is consistent with the Standards, or any other applicable SOI Standards

- A. Ground disturbing activities related to the repair, replacement, or hardening of any footings, foundations, retaining walls, other slope stabilization systems (i.e., gabion baskets, etc.), and utilities (including sewer, water, storm drains, electrical, gas, communication, leach lines, and septic tanks), provided the excavation will not disturb more soil than previously disturbed. This Allowance refers to archaeological review. The Allowance also applies to historic review of such features that are listed in or eligible for the Register, only if the work is in kind.
- B. Substantially in kind repair, replacement, or upgrade of culvert systems within rivers, streams, or drainage ways, including any modest increase in capacity, provided the excavation will not disturb more soil than previously disturbed. This Allowance also applies to related features (such as headwalls and wing walls) that are in or eligible for the Register, only if the work is in kind.
- C. Repair, replacement, or hardening of utilities under existing improved roads/roadways provided the excavation will occur entirely within previously disturbed areas, or identical activities within other previously disturbed rights of way.
- D. In kind repair or replacement of driveways, parking lots, and walkways.
- E. In kind repair or replacement of fencing and other freestanding exterior walls.
- F. Substantially in kind repair or replacement of metal utilitarian structures (i.e., pump houses, etc.), including major exposed pipelines. Modern materials may be used, provided their finish is compatible with the context of the site. Structures such as bridges, water towers, and antenna towers are not considered metal utilitarian structures for the purposes of this Allowance.
- G. Installation of temporary structures for uses such as classrooms or offices. This Allowance does not apply to such structures in historic districts.

- H. Installation of scaffolding, temporary barriers (i.e., chain link fences, etc.), polyethylene sheeting, or tarps, provided such work does not result in additional damage, significant loss of historic fabric, or irreversible alterations.
- I. In kind repair or replacement of hardscaping and utilities, such as paving, planters, trellises, irrigation, and lighting.
- J. In kind repair, replacement, or upgrade to codes and standards of existing piers, docks, boardwalks, boat ramps, and dune crossovers, provided the footprint will substantially match the existing footprint.
- K. Debris collection from public rights of way, transport, and disposal in existing licensed solid waste facilities. This Allowance does not include establishment or expansion of debris staging areas.
- L. Sediment removal from man-made drainage facilities, including retention/detention basins, ponds, ditches, and canals, to restore the facility to its pre-disaster condition, provided the sediment is used to repair eroded banks or is disposed at an existing licensed or permitted spoil site.
- M. Dewatering flooded developed areas.

II. BUILDINGS, when all work is consistent with the Standards

A. Interior Floors, Walls, Stairs and Ceilings

1. In kind repairing, replacing, retaining, preserving, protecting, or maintaining of materials or features.
2. In kind repair of interior floors, walls and ceilings. This Allowance also applies to the repair of interior finishes, including plaster and wallboard, provided the repair is restricted to the damaged area and does not affect adjacent materials. The Allowance does not apply to historic architectural finishes such as decorative plaster trim, or plaster substrates for decorative materials such as murals, gold leaf, etc.
3. Repair or replacement of suspended or glued ceiling tiles.
4. Installation of grab bars and other such minor interior modifications for handicapped accessibility.
5. Non-destructive or concealed testing for hazardous materials (lead paint, asbestos, etc.) or damage assessment.

B. Utilities and Mechanicals

1. Minor interior mechanical (HVAC), electrical, or plumbing work, limited to upgrading, elevation, or in-kind replacement. With the exception of historic fixtures, which must be repaired in kind for this Allowance to apply. This Allowance does not apply to exposed new ductwork.
2. Replacement or installation of interior fire detection, fire suppression, or security alarm systems. This Allowance does not apply to exposed wiring such as surface mounted wiring, conduits, piping, etc.

C. Windows and Doors

1. In kind repair or replacement of damaged or deteriorated windows and doors.
2. Replacement of window panes in kind or with clear double or triple glazing, provided the result does not alter the existing window material and form. Also, historic windows or glazing may be treated with clear window films. This Allowance does not apply to the replacement of existing archaic or decorative glass.
3. In kind repair of historic door and window hardware.

D. Exterior Walls, Cornices, Porches and Foundations

1. Cleaning to remove surface dirt consistent with Appendix B D, Performance Standards for Cleaning Masonry Exteriors.
2. Cleaning to remove paint (signage) from masonry exteriors consistent with Appendix B, Performance Standards for Removing Paint (Signage) from Masonry.
3. Repainting of surfaces, provided that destructive surface preparation treatments are not used, such as water blasting, sandblasting, power sanding, and chemical cleaning.
4. In kind repair or partial replacement of porches, cornices, exterior siding, doors, balustrades, stairs, or trim.
5. Substantially in kind repair or replacement of signs or awnings.
6. Temporary stabilization bracing or shoring, provided such work does not result in additional damage, significant loss of historic fabric, or irreversible alterations.
7. Anchoring of walls to floor systems, provided the anchors are embedded and concealed from exterior view, such as in the Hilti systems, and disturbed historic fabric is restored in kind.

8. In kind repair or reconstruction of concrete masonry walls, parapets, chimneys, or cornices, including mortar that matches the color, strength, and joint tooling of historic mortar, where occurring.
9. Bracing and reinforcing of chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or removable in the future.
10. Strengthening of foundations and the addition of foundation bolts, provided that visible new work is in kind, including mortar that matches the color, strength, and joint tooling of historic mortar, where occurring.

E. Roofing

1. In kind repair, replacement, or strengthening of roofing, gutters, or downspouts. Also, cement asbestos shingles may be replaced with asphalt based shingles, and untreated wood shingles may be replaced with fire resistant wood shingles, provided that if the existing roofing is historic, the new roofing will match the historic appearance.

F. Weatherproofing and Insulation

1. Caulking and weather-stripping to complement the color of adjacent surfaces.
2. In kind replacement or installation of insulation systems, provided that decorative interior plaster, woodwork, or exterior siding is not altered. This Allowance does not apply to urea formaldehyde foam insulation or any other thermal insulation containing water, when installed within wall cavities. Also, the Allowance does not apply to insulation systems that do not include an adequate vapor retarder, or to work in enclosed spaces that are not vented.

G. Seismic Upgrades

1. The installation of the following seismic upgrades, provided that such upgrades are not visible on the exterior or within character defining historic interiors: cross bracing on pier and post foundations; metal fasteners; collar ties; gussets; tie downs; strapping and anchoring of mechanical, electrical and plumbing equipment; concealed anchoring of furniture; installation of plywood diaphragms beneath first floor joists, above top floor ceiling rafters, and on roofs; and automatic gas shut off valves.

III. ROADS AND ROADWAYS

- A. Repair of roads to pre-disaster geometric design standards and conditions using in kind materials, number and width of lanes, shoulders, medians, curvature, grades, clearances, and side slopes.

- B. Repair of road composition with in kind surface materials to maintain pre-disaster size, traffic capacity, and load classifications of motor vehicles, including the reshaping and compacting of road bed soil and the repair of asphaltic or Portland cement concrete pavements. This Allowance does not apply to the repair of brick or stone paving, or the regrading of native materials to reconstruct the roadbed.
- C. Repair of traffic control devices such as traffic signs and signals, delineators, pavement markings, and traffic surveillance systems.
- D. In kind repair of road lighting systems, such as period lighting.
- E. In kind repair of road appurtenances such as curbs, berms, fences, and sidewalks that are not brick or stone.
- F. In kind repair of roadway safety elements such as barriers, guardrails, and impact-attenuation devices.

IV. FEES AND SERVICES

- A. Miscellaneous labor costs.
- B. Rental or purchase of vehicles or other motorized equipment.
- C. Builders fees.
- D. Fees for architectural, engineering or other design services, provided the services will not result in an adverse effect on a property listed in or eligible for the Register.
- E. Reimbursement of an applicant's insurance deductible, not to exceed \$1,000.

V. HUMAN SERVICES

The following activities relating to implementation of Sections 408, 409, 412, 415, and 416 of the Stafford Act:

- A. The minimal repair program.
- B. Temporary housing for disaster victims whose homes are uninhabitable, with the exception of potential archeological issues related to temporary housing sites.
- C. Disaster unemployment assistance.
- D. Legal services.
- E. Crisis counseling.

- F. Loans to individuals, businesses, and farmers for the repair, rehabilitation, or replacement of damaged real and personal property.
- G. The Cora Brown Fund, to assist victims of natural disasters for those disaster-related needs that are not met by government agencies or private organizations.

VI. VECTOR CONTROL

- A. Application of pesticides to reduce adverse public health effects, including aerial and truck mounted spraying.

APPENDIX B: PERFORMANCE STANDARDS

Requirements and Performance Standards Cleaning Masonry Exteriors

I. Requirements

General: All work related to historic buildings shall comply with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Treatment approaches will be in the "gentlest means possible," and all methods should be material and building specific. Programs for the cleaning of historic building façades shall be developed on a case-by-case basis with regard to each building and all associated building materials. Harsh treatments and inappropriate cleaning methods, including abrasive cleaning and certain chemical applications, can damage significant historic building fabric and character-defining features. Traditional abrasive applications such as "sand-blasting" and high-pressure water cleaning shall not be used.

II. Performance Standards

Qualified Contractor(s)/Consultant(s): A qualified professional such as a historic preservation or building conservation expert shall be consulted to develop an appropriate cleaning program for each building and to direct the work. A qualified contractor experienced in the cleaning of historic buildings shall perform the work.

Testing: Prior to cleaning a building, the source and type of soiling, dust, dirt, or debris shall be professionally tested. Identification of the type of soiling material, the type of building material (e.g. stone, cast stone, brick, terra cotta) combined with professional interpretation of test results will aid in the determination of the most appropriate cleaning method for a building. After a cleaning program is selected, the method shall be tested and evaluated by a professional prior to widespread application.

WTC Site Specific Considerations:

- It should be noted that post disaster cleaning of particulate soil and dust generated by the event should not be confused with cleaning of more persistent long term soiling that would require more aggressive methods.
- It is possible, based upon composition of the particulates generated by the event, that the dust and/or debris on the façade may chemically react with applications and masonry substrate during the cleaning process, creating deposits that will cause problems to the building over time and that will be difficult to remove from building fabric. Dust and debris deposited on buildings should be tested for composition. If it is determined that a chemical reaction is possible, steps shall be taken to properly remove debris (from the projecting ledges or elements, sills, fire escapes) and dust from the horizontal and vertical surfaces of the building prior to the application of water or liquid cleaning agents. This may include vacuuming and/or gently brushing away dust from all horizontal and vertical

exterior surfaces. Dust that has re-calcified, or hardened on surfaces should be carefully removed under the direction of a conservator or preservation professional so that historic fabric is not damaged. Debris and dust should be properly disposed of.

- o The owner should insure that potential disaster related damages to the to the building (which may include, but are not limited to, openings in building facades and roofs, cracks, open mortar joints, and weakened or damaged materials) are identified by a qualified professional prior to cleaning the facade. Precautions should be taken prior to cleaning applications, as dust or cleaning agents may enter the building through openings in the facade or fabric.

Cleaning Methods: (See WTC Site Specific Considerations First)

Based on building materials and overall building condition one of the following methods of cleaning will most likely be used:

Water Cleaning- Water cleaning utilizes the application of a gentle, low pressure, clean water spray. High-pressure water spray should not be used and can cause significant damage to building materials. Applied water pressures should not exceed 250 psi, but it must be noted that even low or moderate pressure water applications (100-400 psi) can damage some masonry. Prolonged application of water to a building can result in staining caused by the leaching out of minerals within the building material, the corrosion of embedded ferrous metals, and damage finishes on the interior of the building. Water cleaning should not be conducted during cold weather, as freeze/thaw cycles may cause damage to facades.

Chemical Cleaning- Chemical cleaning may be utilized alone or in conjunction with a water cleaning. Water cleaning may be accompanied by the use of a nonionic detergent applied with fiber brushes and followed with subsequent water applications as specified in the determined cleaning program. The use of acidic or alkaline chemicals for cleaning can cause damage to building materials as well as pose health, safety, and environmental risks. Cleaning poultices are composed of absorbent powders mixed with a liquid to create a wet paste that can be applied to a building. Poultices allow controlled application and removal and minimize rinsing requirements.

Abrasive Cleaning- Abrasive cleaning involves mechanically abrading a surface to remove soiling. **Traditional abrasive cleaning techniques are not suitable for cleaning historic buildings as building materials can easily be damaged.**

Acceptable and gentle abrasive cleaning methods are highly sophisticated. Consult Historic Building Facades: The Manual for Maintenance and Rehabilitation published by New York Landmarks Conservancy for information regarding acceptable methods of abrasive cleaning.

Cleaning Methods and Materials: The identification of type of soiling, dust, dirt, or debris and specific building materials (e.g. stone, cast stone, concrete, brick, terra cotta) is necessary in order to determine appropriate building cleaning programs.

Stone- Gentle water cleaning, and gentle water cleaning with a detergent, is appropriate. Mild acidic and alkaline chemical cleaning can be carefully considered for use based on material appropriateness if detergents are not effective. Air abrasive cleaning can be appropriate if abrasive grit types are carefully considered and tested.

Cast Stone- Gentle water cleaning, and gentle water cleaning with a detergent is appropriate.

Brick- Gentle water cleaning, and gentle water cleaning with a detergent, is appropriate. Acidic and alkaline chemical cleaning can be considered for cleaning unglazed brick when detergents are not effective. Acidic and strong alkaline chemical cleaning solutions should not be used on glazed brick. Abrasive cleaning can potentially damage brick surfaces.

Terra Cotta- Terra cotta should not be abrasively cleaned, or cleaned with acidic or strong alkaline cleaning solutions as these methods can damage glazes. Water cleaning, or water cleaning in combination with a detergent, is appropriate.

Health, Safety, and Environmental Issues:

It is the responsibility of the Applicant to obtain all local, federal and state permits prior to the commencement of work and adhere to all local, state and federal laws with respect to the application and disposal of potential hazardous waste materials.

Sources:

AIC Ethics and Standards Committee. "AIC Code of Ethics and Guidelines for Practice." Revised August, 1994.

Grimmer, Anne E. "Dangers of Abrasive Cleaning to Historic Buildings." Preservation Brief Number 6. Washington, DC: National Park Service, 1979.

New York Landmarks Conservancy. *Historic Building Facades: The Manual for Maintenance and Rehabilitation*. New York: John Wiley & Sons, Inc., 1997.

Weaver, Martin E. "Removing Graffiti from Historic Masonry." Preservation Brief Number 38. Washington, DC: National Park Service, 1995.

Note: National Park Service Preservation Briefs, including those references in these performance standards, are available on the Internet: Keyword Preservation Briefs.

Requirements and Performance Standards

Removing Applied Paint (Signage) from Masonry

I. Requirements

General: All work related to historic buildings shall comply with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Treatment approaches will be in the "gentlest means possible," and all methods should be material and building specific. Removal of Applied Paint (signage) from masonry should be done as soon as possible. Programs for the removal of applied paint from historic building fabric shall be developed on a case-by-case basis with regard to each building and all associated building materials. Harsh treatments and inappropriate cleaning methods, including abrasive cleaning and certain chemical applications, can permanently damage significant historic building fabric and character-defining features. Traditional abrasive applications such as "sand-blasting" and high-pressure water cleaning shall not be used.

II. Performance Standards

Qualified Contractor(s)/Consultant(s): A qualified professional such as a historic preservation or a building conservation expert shall be consulted to develop an appropriate removal program for each building. A qualified contractor or building conservator, experienced in the removal of applied paint (signage) and cleaning of historic buildings shall be used to perform work.

Testing: Prior to the removal of applied paint, identify the paint type and the substrate to which the paint is applied. Identification of the paint type and substrate material (e.g. stone, cast stone, brick, terra cotta) combined with professional interpretation of test results will aid in the determination of the most appropriate removal method. After a cleaning program is selected, the method shall be tested and evaluated by a qualified professional prior to application. Each building and building material shall be assessed and tested prior to developing and implementing cleaning programs. It is expected that several methods of removal will be tested before an appropriate removal method is found.

WTC Site Specific Considerations:

- Masonry surfaces shall be free of dust prior to implementing a removal program. It is possible, based upon composition of the particulates generated by the disaster, that the dust and/or debris on the façade may chemically react with applications and masonry substrate during the cleaning process, creating deposits that will cause problems to the building over time. Dust and debris deposited on buildings should be tested and, if determined necessary, properly removed prior to the application of water or liquid cleaning agents. (see Performance Standards for Cleaning Masonry Exteriors).
- The Applicant should ensure that potential disaster related damages to the building which may include, but are not limited to, openings in building facades, dust on building materials, cracks, open mortar joints, and weakened or damaged materials are identified by a qualified professional prior to cleaning the facade. Precautions should be taken prior

to applications as dust or cleaning agents may enter building through openings in facades or fabric.

Cleaning Methods: The intent of these standards is to provide general guidelines for the removal of applied paint (or signage) from historic building exteriors that comply with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. As mentioned above, masonry surfaces should be free of dust prior to implementing a removal program (*see Performance Standards for Cleaning Masonry Exteriors*).

The following information is explained in greater detail in Preservation Brief Number 38 "Cleaning Graffiti from Historic Masonry" by Martin E. Weaver:

Substrate Identification- Identification of the type of stone substrate will help determine the type of removal methods. Masonry materials can be categorized as being acid-sensitive, non-acid sensitive, or alkali-sensitive. The application of inappropriate paint removers or cleaning agents can damage stone. Acid-sensitive materials include, but are not limited to: limestone, marble, travertine, calcareous sandstones and shales; most polished stones; and glazed architectural terra cotta and brick. Non-acid sensitive materials include, but are not limited to: slate, granite, unglazed architectural terra cotta and unglazed brick. Alkali-sensitive materials include, but are not limited to: glazed brick, glazed terra cotta, some granites, Indiana limestone, and many types of sandstone. Strong acids and strong alkalis can damage glazed and polished surfaces.

Removal with Water and Detergent- Water cleaning utilizes the application of a gentle, low pressure, clean water spray. Water alone can sometimes remove paint. If the application of low-pressure water is not successful in removing the applied paint, a neutral non-ionic detergent may be used in conjunction with a water application. Any detergent being used should first be tested in a small inconspicuous area prior to widespread application. The pressure of water applied to a masonry surface should be carefully monitored (*see "Abrasive Removal"*). Inappropriate detergents can cause permanent staining and damage to substrates.

Removal using Poultices- Poultices are powdered materials (e.g. clay, paper, cellulose products, fuller's earth) that are mixed with water or a cleaning agent to form a paste that can be applied to a building surface. Poultices are often the most effective means of removing applied paint (signage) from masonry as they allow the cleaning solution to remain in place as long as possible, and draw out the staining material from the masonry. An experienced and qualified professional should apply poultices as improper application can sometimes draw out and redeposit stains on the opposite face of masonry surfaces. Any cleaning application should be tested in an inconspicuous area or on mock-ups prior to widespread application.

Removal utilizing Alkaline Compounds- Alkaline compounds are typically used in poultices in the form of liquids (reagents), applied to markings/stains on non-alkali sensitive masonry. The application of alkaline compounds should be followed by a weak acid wash and a water

wash in order to remove all of the remaining alkaline substance from the substrate in order to avoid burning or staining the historic fabric. The utilization of strong alkalis, with a pH 13-14, including sodium hydroxide-based paint removers, should be avoided as their application can result in efflorescence or staining of the surface of masonry if not fully neutralized after application and removal. Hydroxide paint removers, including potassium, can adversely react with ferrous elements found in certain stones (e.g. Indiana limestone) and cause subsequent staining. Masonry surfaces should be tested with non-staining pH strips after removals are completed in order to ensure that the substrate has been adequately neutralized.

Removal utilizing Bleaches- Certain alkali-based bleaches, calcium hypochlorite for example, are sometimes used in poultices. When stains are not easily removable, bleaching may reduce the appearance of a stain.

Organic Solvents and Paint Removers- Chemical cleaning may be utilized alone or in conjunction with a poultice. Organic solvents are sometimes used in the form of a paste or a gel that will hold the solvent in place. The use of acidic or alkaline chemicals for cleaning can cause damage to building materials as well as pose health, safety, and environmental risks. Any cleaning application should be applied by a qualified professional and tested in an inconspicuous area or on mock-ups prior to widespread application. "Off the shelf" graffiti removers should be avoided as their application in conjunction with scrubbing often results in the running or redistributing of a paint or stain on the surface of the historic fabric. Masonry surfaces should be tested with non-staining pH strips after removals are completed in order to ensure that the substrate has been adequately neutralized. Areas that are not being treated for the removal of applied paint (signage) should be appropriately masked and protected.

Abrasive Removal- Abrasive cleaning involves mechanically abrading a surface to remove staining. Traditional abrasive cleaning techniques, such as "sand-blasting" and high pressure water applications, are not suitable for cleaning historic buildings as older building materials can easily be damaged. Low or medium water pressure washing (100-400 psi) can damage historic masonry. An acceptable form of micro-abrasion (involving fine abrasive materials applied at pressures of 35-40 psi) used to mechanically remove markings from historic masonry should be carefully considered and implemented only by skilled workers under the direction of a building conservator or preservation professional. Abrasive cleaning should not be used on brick or glazed or polished surfaces.

Other Removal Methods- Removal methods such as laser cleaning have been recently developed. Experienced building conservators and/or preservation professionals should implement a removal program including a method such as laser cleaning.

Cleaning Considerations: Buildings are frequently composed of several different masonry materials. Each material must be determined, evaluated, and tested by an experienced conservation or preservation specialist prior to implementing a cleaning system.

A cleaning system appropriate for a specific masonry material may not be appropriate for adjacent masonry mortar joints. The removal of paint/stain on mortar joints should be avoided if possible.

Reducing the strength of the removal agent and/or the pressure applied for removing the paint/stain can minimize "clean spots" left on masonry.

Masonry surfaces should be tested with non-staining ph strips after removals are completed in order to ensure that the substrate has been adequately neutralized. Neutralizing a surface involves removing all chemical and/or cleaning agents from the fabric. A substrate that has not been neutralized can lead to subsequent damage of the historic fabric.

Applied Paint (Signage) to Significant Interior Historic Fabric: If paint (signage) is applied to significant interior fabric (e.g. murals, mosaics, decorative metals) an experienced architectural and or art conservator should be consulted regarding any treatment or removal. It is possible to successfully remove applied overpaint from even the most decorative or fragile substrates.

Health, Safety, and Environmental Issues:

It is the responsibility of the Applicant to obtain all local, federal and state permits prior to the commencement of work and adhere to all local, state and federal laws with respect to the application and disposal of potential hazardous waste materials.

Sources:

AIC Ethics and Standards Committee. "AIC Code of Ethics and Guidelines for Practice." Revised August, 1994.

Grimmer, Anne E. "Dangers of Abrasive Cleaning to Historic Buildings." Preservation Brief Number 6. Washington, DC: National Park Service, 1979.

New York Landmarks Conservancy. *Historic Building Facades: The Manual for Maintenance and Rehabilitation*. New York: John Wiley & Sons, Inc., 1997.

Weaver, Martin E. "Removing Graffiti from Historic Masonry." Preservation Brief Number 38. Washington, DC: National Park Service, 1995.

Note: National Park Service Preservation Briefs, including those referenced in these performance standards, are available on the Internet; keyword Preservation Briefs.

APPENDIX C: HISTORIC PROPERTIES IN IMPACTED AREA

Within the boundaries of the Impacted Area, "historic properties" are all standing structures listed (NR) on or determined eligible for listing (NRE) in the National Register of Historic Places and National Historic Landmarks (NHL). Those properties that are also designated as landmarks (ICL) by the City of New York's Landmark Preservation Commission are so notated.

The Impacted Area or the area where there was the greatest amount of damage is the area bounded to the north by the south side of the centerline of Chambers Street, to the south by the north side of the centerline line of Rector Street, to the east by the west side of the centerline of Broadway, and by the Hudson River shoreline to the west. The following list does not include historic properties located outside these boundaries.

22 Barclay Street – St. Peter's Roman Catholic Church (06101.000084)	[NR, ICL]
16 Barclay Street – former St. Peter's School (06101.012230)	[NRE]
Broadway betw. Fulton & Vesey Sts. – St. Paul's Chapel (06101.000443)	[NHL, ICL]
Broadway at Wall St. – Trinity Church & Graveyard (06101.001779)	[NHL, ICL]
111 Broadway – Trinity Building (06101.006997)	[SR, NRE, ICL]
115 Broadway – United States Realty Building (06101.006998)	[NR, ICL]
195 Broadway – former American Telephone & Telegraph Building (AT&T) (aka Kalikow Building) Between Fulton and Dey Street (06101.008591)	[NRE]
217 Broadway – Astor Building (corner Vesey St.) (06101.012232)	[NRE]
225 Broadway – Transportation Building (corner Barclay Street) (06101.012233)	[NRE]
233 Broadway – Woolworth Building (06101.001790)	[NHL, ICL]
256 Broadway – Home Life Insurance Company Building (06101.012233) (betw. Murray & Warren Streets)	[NRE, ICL]
125 Cedar Street – Beard Building (aka 120 Liberty Street) (06101.012234)	[NRE]
Chambers Street Station – located at Chambers and West Broadway (06101.007644)	[NRE]
128 Chambers Street (corner West Broadway) (06101.012235)	[NRE]
160 Chambers Street – Former Engine Co. 29 Firehouse (06101.012266)	[NRE]

Friday 15 of Mar 2002, Mayor Office

->718 595 4544

Page 27 of 29

90 Church Street – US Post Office & Federal Office Building/Church St. Station (06101.001780)	[NR]
99 Church Street (between Park Place and Barclay Street) (06101.012236)	[NRE]
136 Church Street (aka 37 Warren Street) (06101.012237)	[NRE]
26 Cortlandt Street - former East River Savings Bank (present Century 21) (aka 25 Dey Street, aka 19 Church Street) (06101.008590)	[NRE]
Fulton Street Subway Station (under Fulton Street and Broadway) (06101.008593)	[NRE]
120 Greenwich Street (06101.012238)	[NRE]
114 Liberty Street (aka 119 Cedar Street) (06101.012239)	[NRE]
9-15 Murray Street (06101.012240)	[NRE]
75 Murray Street - former Hopkins Store (06101.001742)	[NR, ICL]
23 and 25 Park Place (aka 20 and 22 Murray Street) (06101.012254; 06101.012255)	[NRE]
53 Park Place – former Dodge Building (06101.012241)	[NRE]
2 Rector Street – former Electric Bond & Share Company Building (present Wall Street Plaza West) (06101.012242)	[NRE]
74 Trinity Place (aka 109 Greenwich Street) (06101.012244)	[NRE]
86 Trinity Place – American Stock Exchange (aka 78-86 Trinity Place) (06101.000610)	[NHL]
14 Vesey Street – New York County Lawyers' Association (06101.000036)	[NR, ICL]
20 Vesey Street – Old NY Evening Post Bldg (aka Garrison Bldg) (06101.000640)	[NR, ICL]
30 Vesey Street (corner Church Street) (06101.012244)	[NRE]
Wall Street Subway Station (under Broadway & Wall Street) (06101.008198)	[NRE]
11 Warren Street (06101.012245)	[NRE]
Tribeca South Historic District Extension (connects with National Register eligible Tribeca South Historic District).	[NRE]
41-43 Warren Street (06101.012256)	
45-47 Warren Street (06101.012257)	
49 Warren Street (06101.012258)	

Friday 15 of Mar 2002, Mayor Office

->718 595 4544

Page 28 of 29

50 Warren Street (aka 120 Chambers Street) (06101.012259)

51 Warren Street (06101.012260)

52 Warren Street (06101.012261)

53 Warren Street (06101.012262)

54 Warren Street (aka 124 Chambers Street) (06101.012263)

55 Warren Street (06101.012264)

56 Warren Street (06101.012265)

103 Washington Ave. – former St. George's Syrian Roman Catholic Church
(present Moran's Inn) (06101.001534)

[NRE]

110 Washington Street – New York Evening Post Building
(aka 75 West Street) (06101.001322)

[NRE]

123 Washington Street – Deutsche Bank (06101.012246)

NRE]

90 West Street – West Street Building

[NRE, ICL]

(aka 136-140 Cedar Street; aka 21-25 Albany Street) (06101.001323)

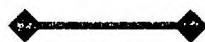
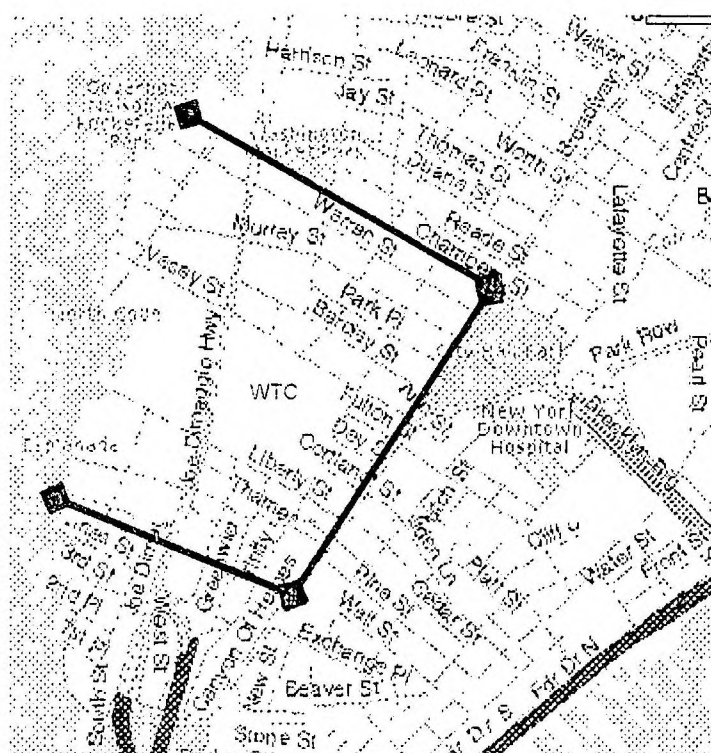
140 West Street – Barclay-Vesey Building (New York Telephone)
(aka 140-147 West Street) (06101.001324)

[NRE, ICL]

APPENDIX D: BOUNDARY OF IMPACTED AREA DR-1391-NY

Air emissions regulated by the Clean Water Act, recovery and conservation requirements regulated by the Resource Conservation and Recovery Act for emergency debris removal operation were addressed by local, state and federal agencies by:

- Monitoring of air quality by EPA;
- Responding to the operation's health and safety issues regarding air emissions, hazardous materials, etc. by developing the *Environmental, Safety and Health Plan*; and
- On going monitoring of environmental issues such as dust depression, removal and disposal of hazardous wastes, recycling materials as reflected in *FEMA Debris Strategy*, *DR-1391-NY*, and in *ICS 201 Summaries of Current Actions*



Boundary of Impacted Area
Lower Manhattan Area