

RUSS -

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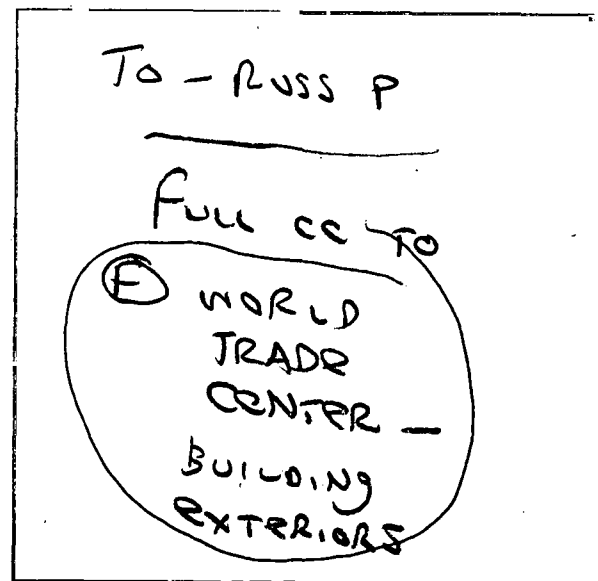
It would help to get the indemnification that the State extended to FEMA for comparison purposes (I'll bet the State tried in the same vein to exclude out any losses or liabilities attributable to FEMA).

MARK HOFFER

5/14/02

semoind.wpd

Enc.



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Dear Director Jacoby:

The City of New York, acting by and through the Department of Environmental Protection ("DEP"), has determined that it is in the public interest to undertake a cleanup of the exterior and interior areas of certain structures in close proximity to the site of the former World Trade Center. The cleaning work will consist of the removal of debris, refuse and other deposits from facades, rooftops, setbacks and other exterior and interior areas of these structures. To facilitate this project, DEP will administer to each affected landowner a License Agreement that grants the agency and its authorized contractors access to each premises and permission to perform the cleaning work. The License Agreement will contain other provisions, including term, reimbursement and termination clauses along with a scope of work. Attached is a sample copy of the License Agreement that DEP will execute on behalf of the City of New York with landowners.

Additionally, the City of New York has agreed to supply this letter, which will serve to indemnify the State of New York against any claim arising from the removal of debris or wreckage from property in the vicinity of the former World Trade Center. This agreement, which is set forth below, is necessary in connection with the removal of debris or wreckage from public or private property and in order to authorize eligible assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Accordingly, by this letter, the City of New York hereby agrees to indemnify and hold harmless the State of New York for any claims, actions, proceedings, injuries or other causes of action arising from the removal of debris or wreckage from public or private property or any other work performed pursuant to any agreement between the City of New York and landowners as a result of the terrorist attacks at the World Trade Center that were the subject of a major disaster declaration by the President of the United States in FEMA-1391-DR.

Sincerely,

Authorized Representative/
City of New York