

ATC Associates

104 East 25 Street, New York, NY 10010

Phone: (212) 353-8280 Fax: (212) 353-8306



Attn: Mr. Fabio Pedone

Warren & Panzer Engineers, P.C.

228 E. 45th Street

New York

NY 10017

Fax: (212) 922-0630

Phone: (212) 922-0077

Project: NYC-DEP W & P File #: 1079.01.02

30 Wall Street

Received: 6/30/02

7:00:00 PM

ATC Group #: 8353

Analysis Date: 6/30/02

**Asbestos Fiber Analysis by Transmission Electron Microscopy (TEM) Performed
by EPA 40 CFR Part 763 Final Rule (AHERA)**

Sample	Volume	Area Analyzed	Non Ash	Asbestos Type(s)	# Structures 0.5µ-5 µ	Analytical Sensitivity (S/cc)	Asbestos Concentration (S/mm ²)	(S/cc)	Notes
01 8353 -1	1200.00	0.0674	0	None Detected	0	0	0.0043	<14.83	<0.0043
02 8353 -2	1712.00	0.0562	0	None Detected	0	0	0.0040	<17.79	<0.0040
03 8353 -3	1712.00	0.0562	0	None Detected	0	0	0.0040	<17.79	<0.0040
04 8353 -4	1712.00	0.0562	0	None Detected	0	0	0.0040	<17.79	<0.0040
05 8353 -5	1712.00	0.0562	0	None Detected	0	0	0.0040	<17.79	<0.0040
08 8353 -6	1380.00	0.0674	0	None Detected	0	0	0.0041	<14.83	<0.0041

MARK PEYSAKHOV

Analyzed by:

MICHAEL A. GORYCKI, Ph.D.

Approved by:

Disclaimer: The laboratory is not responsible for data reported in structures/cc, which is dependent on volume collected by non-laboratory personnel. This lab is only responsible for data reported in structures/mm². This report may not be reproduced, except in full, without written approval by ATC Associates Inc. This report may not be used to claim product endorsement by NVLAP or any other agency of the U.S. Government. This report relates only to the samples reported above. Quality control data (including 95% confidence limits and laboratory and analysts' accuracy and precision) is available upon request.

Accredited for NVLAP PLM/TEM #101187-0, NY State ELAP #10879

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228 Ebel 45th Street
New York, NY 10017
(212) 922-0077
Fax (212) 922-0630

WARREN & PANZER ENGINEERS, P. C.

AIR MONITORING LOG SHEET/CHAIN-OF-CUSTODY FORM

PAGE ____ OF ____

P.O. ____

24 hr⁺/a 12 hr⁺/a 6 hr⁺/a 3 hr⁺/a Immediate ⁺/a

W&P FILE #: 1079.01.02

LABORATORY: AIC

CONTACT: ____

CLIENT: NYC DEP

ANALYSIS METHOD: PCM

TEM

7400 AHERA EPA LEVEL II

PROJECT: FRONT FACADE

TECHNICIAN: Celestine Nmmg

LOCATION: 30 WALL STREET

SAMPLE NUMBER	SAMPLE DESCRIPTION/LOCATION	SAMPLE TYPE	PUMP #	FLOWRATE START	STOP	TIME ON	OFF	TOTAL TIME	VOLUME (liters)	CONCENTR (lb/cc)
01	IN Side Working Area (South)			4		1030	1530	360	1260	
02	IN Side Working Area (South)			4		1032	1749	428	1712	
03	IN Side Working Area (South)			4		1034	1744	428	1712	
04	IN Side Working Area (East)			4		1036	1746	428	1712	
05	IN Side Working Area (North)			4		1038	1748	428	1712	
06	BF			4						
07	BF									
08	IN Side Working Area (South) (five capset, from the first to and another)			10		1539	1750	138	1380	

COMMENTS:

SAMPLE BY: Celestine Nmmg	DATE: 6/18/02
SIGNATURE: Celestine Nmmg	
RELEASED BY: Celestine Nmmg	DATE: ____
SIGNATURE: Celestine Nmmg	
RECEIVED BY: ____	DATE: ____
SIGNATURE: ____	

SAMPLE TYPE CODES			
1 - Blank	5 - Final Clearance (inside)		
2 - Pre-Abatement	6 - Final Clearance (outside)		
3 - During Abatement	7 - Personal		
4 - During Glove Bag Removal	8 - Background		

SEE REVERSE SIDE FOR ANALYSIS INFORMATION



ATC Associates Inc.

104 East 25 Street

New York, NY 10010

TEL: (212) 353-8280 FAX: (212) 353-8306

FACSIMILE TELECOPY TRANSMISSION

To: Mr. Fabio Pedone
Warren & Panzer Engineers, P.C.

From: MARK PEYSAKHOV

Fax #: (212) 922-0630

ATC Group #: 8353

Date: Sunday, June 30, 2002

Client Project: NYC-DEP W & P File #: 1079.01.02
30 Wall Street

Time: 11:10:23 PM

Comments:

Number of Pages: 3

(including cover page)

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Attn: Mr. Fabio Pedone
 Warren & Panzer Engineers, P.C.
 228 E. 45th Street
 New York NY 10017

Received: 6/30/02 7:00:00 PM
 ATC Group #: 8352
 Analysis Date: 6/30/02

Fax: (212) 922-0630 Phone: (212) 922-0077

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 30 Wall Street

**Asbestos Fiber Analysis by Transmission Electron Microscopy (TEM) Performed
 by EPA 40 CFR Part 763 Final Rule (AHERA)**

Sample	Volume	Area Analyzed	Non Asb	Asbestos Type(s)	# Structures 0.5µ-5 µ	Analytical Sensitivity (S/cc)	Asbestos Concentration (S/mm ³) (S/cc)	Notes
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MARK PEYSAKHOV

Analyzed by:

MICHAEL A. GORYCKI, Ph.D.

Approved by:

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WARREN & PANZER ENGINEERS, P. C.
AIR MONITORING LOG SHEET/CHAIN-OF-CUSTODY FORM

PAGE ____ OF ____

CLIENT: NYC Dep

PROJECT: NORTH SIDE FACADE.
LOCATION: 30 WALL STREET.

W&P FILE #: 1079.I.02

LABORATORY: ATC

ANALYSIS METHOD: PCM
circle one

TECHNICIAN: Colestine if no work,

CONTACT:

[illegible]

COMMENTS:

SAMPLE BY: Collette H. Hines DATE: _____
SIGNATURE: Collette H. Hines
RELEASED BY: Collette H. Hines DATE: _____
SIGNATURE: Collette H. Hines
RECEIVED BY: _____ DATE: _____
SIGNATURE: _____

SAMPLE TYPE CODES	
1 - Blank	5 - Final Clearance (inside)
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3 - During Abatement	7 - Personal
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SEE REVERSE SIDE FOR ANALYSIS INFORMATION

SEE REVERSE SIDE FOR DETAILS



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Client Project: NYC-DEP W & P File #: 1079.01.02
30 Wall Street

Time: 11:10:50 PM

Comments:

Number of Pages: 3
(including cover page)

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LICENSE AGREEMENT

31st

This License Agreement made this ____ day of May 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 30 WSLLC c/o The Pyne Companies LTD ("Landowner/Licensors") the owner of the premises at 30 WALL 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 in 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, Licensors 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

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.

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 no 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 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 the 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 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 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:

30 W.S.L.L.C.
c/o The Pyne Companies, Ltd.
 40 Wall Street, 62nd Floor
 New York, NY 10005

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.

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

30 W.S.L.L.C

Licensors

By: Percy R. Pyne

Dated: 5.16.02

DEPUTY COMMISSIONER, DEP
Licensee [Signature]

Licensee

By:

ROBERT C. AVALTROU

Dated: 5/31/02

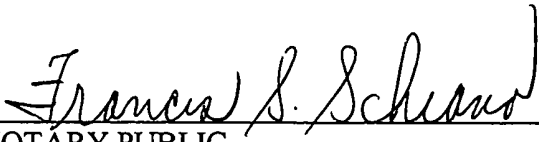
Approved as to Form

Acting Corporation Counsel

DATED: _____

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

On this 31st day of MAY 2002, before me personally came Robert C. Araltrani and acknowledged to me that he/she is the Deputy 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.



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