

11/12/01 12:02 FAX 516 825 8588

JORDAN M. HYMAN, ESQ.

0009

10/29/2001 12:07 FAX 7188974537

SAMSON MANAGEMENT CORP

0006

Oct 26 01 01:44p

P. 6

OCT-26-2001 12:38

SCIENTIFIC LABS

212 679 5392 P. 03/05



Full Service Environmental Laboratories

SCIENTIFIC LABORATORIES, INC.117 EAST 30TH STREET
NEW YORK, NY 10016

TEL: (212) 679-8800 - FAX: (212) 679-8882

PLM Bulk Asbestos Report

AA Asbestos Services
Attn: Joan Rensink
36 Eagle Street
Walton Lake Park
Monroe, NY 10950

Date Received 10/26/2001 SciLab Job No. 201103512
Date Examined 10/26/2001 P.O. # Rensink
ELAP Number 11480 Page 2 of 3
RE: 120 Liberty Street, NYC

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
#5	201103512-05	Yes	<1.0% ^{2,1}
Location: Apt. 5N			
Description: Grey, Heterogeneous, Dust			
Asbestos Types: Chrysotile Trace			
Other Materials: Cellulose 3.0%, Fibrous glass 30.0%, Synthetic fibers Trace, Non-fibrous 62.0%			
#6	201103512-06	No	NAD ²
Location: Apt. 5S			
Description: Grey, Heterogeneous, Dust			
Asbestos Types:			
Other Materials: Cellulose 3.0%, Fibrous glass 35.0%, Synthetic fibers Trace, Non-fibrous 62.0%			
#7	201103512-07	Yes	<1.0% ^{2,1}
Location: Apt. 10N			
Description: Grey, Heterogeneous, Dust			
Asbestos Types: Chrysotile Trace			
Other Materials: Cellulose 3.0%, Fibrous glass 35.0%, Non-fibrous 62.0%			
#8	201103512-08	Yes	<1.0% ^{2,1}
Location: Apt. 10S			
Description: Grey, Heterogeneous, Dust			
Asbestos Types: Chrysotile <1.0%			
Other Materials: Cellulose 5.0%, Fibrous glass 35.0%, Non-fibrous >50.0%			

11/12/01 12:02 FAX 516 825 8568

JORDAN M. HYMAN, ESQ.

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10/29/2001 12:07 FAX 7188974537

SAMSON MANAGEMENT CORP

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Oct 28 01 01:44p

P-7

OCT-26-2001 12:37

SCIENTIFIC LABS

212 678 9392 P. 24/05



FULL SERVICE ENVIRONMENTAL LABORATORIES

SCIENTIFIC LABORATORIES, INC.117 EAST 80TH STREET
NEW YORK, NY 10018

TEL: (212) 678-8500 • FAX: (212) 678-6392

PLM Bulk Asbestos Report

AA Asbestos Services

Attn: Jess Rensink

36 Eagle Street

Walton Lake Park

Monroe, NY 10950

Date Received 10/26/2001 SciLab Job No. 201103512
 Date Examined 10/26/2001 P.O. # Rensink
 ELAP Number 11480 Page 3 of 3
 RE: 120 Liberty Street, NYC

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
#9	201103512-09	Yes	<1.1%

Location: Apt. 11N

Description: Grey, Heterogeneous, Dust

Asbestos Types: Chrysotile <1.1%

Other Materials: Cellulose 15.1%, Fibrous glass 25.1%, Synthetic fibers Trace,
Non-fibrous >59.1%

#10	201103512-10	Yes	<1.1%
-----	--------------	-----	-------

Location: Apt. 11S

Description: Grey, Heterogeneous, Dust

Asbestos Types: Chrysotile Trace

Other Materials: Cellulose 3.1%, Fibrous glass 33.1%, Synthetic fibers Trace,
Non-fibrous 62.1%**Reporting Notes:**

(1) Positive samples (<10%) analyzed by EPA Point Count Method (400 points).

(2) Composite analysis results for heterogeneous debris samples may be highly variable due to inhomogeneity in materials present.

Analyzed by: Bella Chernis

*NAD+SD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed / positive steps; PLM Bulk Asbestos Analysis by EPA 600/M4-12-020 per 40 CFR 763 ONVLA Lab #200545-0) and ELAP PLM Analysis Protocol 196.1 for New York samples (NYSDOH ELAP Lab # 11480); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable negatively based materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 144, 38978, 8/1/94). National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced (except in full) without the approval of the laboratory. This PLM report relates ONLY to the items tested. A/E/R # 102849; VT Cert# ALD16055

Reviewed By: _____

- 100 -

11/12/01 12:02 FAX 516 825 6568

JORDAN M. HYMAN, ESQ.

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10/23/2001 12:07 FAX 7188974537

SAMSON MANAGEMENT CORP

0008

OCT 26 01 01:44P

OCT-26-2001 10:59

SCIENTIFIC LABS

212 678 5392 P. 82/23

**SCIENTIFIC LABORATORIES, INC.**117 EAST 30TH STREET
NEW YORK, NY 10016

TEL: (212) 678-5600 • FAX: (212) 678-9392

FLM Bulk Asbestos Report

AA Asbestos Services
Attn: Jean Rensink
36 Eagle Street
Walton Lake Park
Monroe, NY 10950

Date Received 10/26/2001 SciLab Job No. 201103513
Date Examined 10/26/2001 P.O. # Rensink
ELAP Number 11480 Page 1 of 1
RE: 120 Liberty Street, NYC

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
#1	201103513-01	Yes	<1.0% ^{2,1}
Location: Apt. 12N			
Description: Gray, Heterogeneous, Dust			
Asbestos Types: Chrysotile Traces			
Other Materials: Fibrous glass 30.0%, Non-fibrous 65.0%, Non-fibrous 5.0%			
#2	201103513-02	Yes	<1.0% ^{2,1}
Location: Apt. 12S			
Description: Gray, Heterogeneous, Dust			
Asbestos Types: Chrysotile <1.0%			
Other Materials: Cellulose 10.0%, Fibrous glass 30.0%, Non-fibrous >59.0%			
#3	201103513-03	Yes	<1.0% ^{2,1}
Location: Penthouse			
Description: Gray, Heterogeneous, Dust			
Asbestos Types: Chrysotile <1.0%			
Other Materials: Cellulose 8.0%, Fibrous glass 33.0%, Non-fibrous >56.0%			

Reporting Notes:

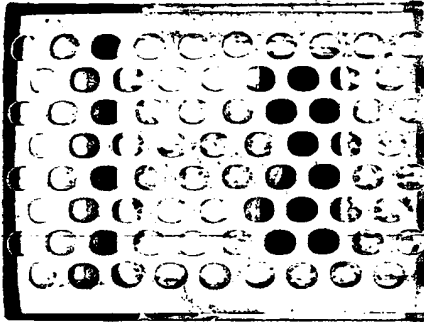
(1) Positive samples (<10%) analyzed by EPA Total Count Method (400 points).

(2) Composite analysis results for heterogeneous debris samples may be highly variable due to inhomogeneities in materials present.

Analyzed by: E-11a Chemis: Beke

*NADERSO = no asbestos detected; NA = not analyzed; N/A/S = not analyzed / positive sample. FLM Bulk Asbestos Analysis by EPA 600/4-82-020 per 40 CFR 763 (NVLAP Lab #200144-0) and ELAP FLM Analysis Protocol 199.1 for New York samples (NYSDOH ELAP Lab #11480). Notes: FLM is not consistently reliable in detecting asbestos in floor coverings and similar non-fibrous organically bound materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-contributing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 1997D, 8/1/94). National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This FLM report relates ONLY to the items tested. A/EAS 102843; VT Cert AL016053

Reviewed By: _____



ROBERT C. AVALTRONI, DEPUTY COMMISSIONER
BUREAU OF AIR, NOISE, & HAZARDOUS MATERIALS

59-17 Junction Blvd., 11th floor
 Corona, New York 11368-5107
 (718) 595-4418
 FAX (718) 595-4544

Mike/Krish ✓

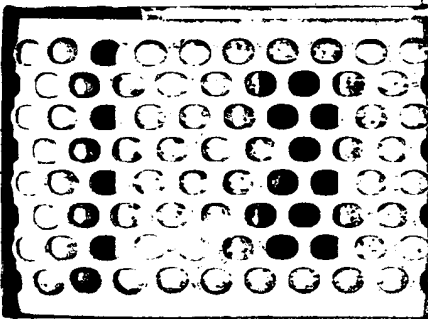
Here we go.

*Pls. review and discuss with
 me.*

Thanks,

Bob
5/15

	<i>Tn</i>	<i>+</i>
<i>Apt 8N</i>	<i>6</i>	<i>2</i>
<i>un km</i>	<i>1</i>	<i>1</i>
<i>78</i>	<i>3</i>	<i>3</i>



MAY-10-2002 16:23

P.01/13

Gulielmetti & Gesmer, P.C.

401 Broadway
New York, New York 10013
(212) 219-2114/FAX (212) 966-2162
Ellen Gesmer
Paul M. Gulielmetti
Jennifer A. Covell
Todd A. Krichmar
Kristin Bebelaar

Bob Avallone
lets discuss answers - CYS

TELECOPIER TRANSMITTAL SHEET**PRIVACY AND CONFIDENTIALITY NOTICE**

Robert M. Petrucci
Of Counsel

The information in this facsimile is intended for the named recipients only. It may contain privileged and confidential information. If you have received this facsimile in error, please notify us immediately by a collect telephone call to (212) 219-2114 and return the original to the sender by mail. We will reimburse you for postage. Do not copy or disclose the contents to anyone. Thank you.

DATE: May 10, 2002

TO ATTENTION OF: Mr. Charles Sturcken

COMPANY: Department of Environmental Protection

TO TELECOPIER #: 718-595-3525

FROM TELECOPIER #: 212-966-2162

SENT BY: Ellen Gesmer

REFERENCE: Tenant's of 125 Cedar Street, Manhattan

NUMBER OF PAGES TRANSMITTED
(Not including this
transmittal sheet): 12

MESSAGE:

G&G, P.C. Client Reference: 638.01

MAY-10-2002 16:23

P.02/13

Gulielmetti & Gesmer, P.C.

401 BROADWAY NEW YORK NY 10013

212 219 2114 FAX 212 966 2162

email: info@gulges.com

Paul M. Gulielmetti

Ellen Gesmer

Jennifer A. Covell

Todd A. Krichmar

Kristin Beelaar

Robert M. Petrucci,

Of Counsel

May 10, 2002

VIA TELECOPIER: 718-595-3525

Mr. Charles Sturcken
Chief of Staff and Special Counsel
Department of Environmental Protection
59-17 Junction Boulevard, 19th floor
Corona, New York 11368

Dear Mr. Sturcken:

Please be advised that I represent the tenants of the residential apartments at 125 Cedar Street, which is also known as 120 Liberty Street. On September 11, all of the windows on the north and west sides of the building were blown in and the building was filled with toxic debris. The nineteen individuals and families whom I represent have not been able to return to their homes since then. I am writing to you because I have been advised by Bonnie Bellow at Environmental Protection Agency that the EPA has delegated to your office the task of cleaning unoccupied residential buildings below Canal Street and then testing them. We have several concerns about this process.

Our questions and concerns are as follows:

✓ 1. We have been advised that the cleaning will be done by certified asbestos remediation contractors. Is that accurate? We have a significant concern about that because tests done in various apartments show asbestos contamination in excess of 1%. I am enclosing copies of some of the test results.

2. When will the cleaning begin?

MAY-10-2002 16:23

P.03/13

Gulielmetti & Cosmer, PC

Mr. Charles Sturcken
May 10, 2002
Page 2

3. Will the cleaning follow the cleaning of the exterior which is supposed to be done by the EPA? We understand that it is essential that the cleaning of the exterior, including the air shafts, be completed before interior cleaning begins.

4. Will DEP take responsibility for cleaning the tenants' personal property which is in their apartments?

5. What standard will be used to determine that the apartment is free of asbestos? We are concerned that the DEP employ a health based standard, rather than the AHERA standard.

6. What sampling methods will be used? It is critical to us that aggressive testing be done.

7. Will the DEP also test for fine particulates (PM2.5), lead and dioxin, and if so, at what standard? We have been advised that testing for these substances is critical before reoccupancy, and that the following standards should be used:

- a. PM2.5 - 40 micrograms/m3;
- b. Lead - 40 micrograms/ft2;
- c. Dioxin- 2 nanograms /m3;
- d. Mercury - as required by federal law.

8. Will the DEP remediate mold? There is a significant mold problem in several apartments in the building.

9. Will DEP clean the common areas of the building, including the air shafts, elevator shaft, heating ducts and basement? We understand that the cleaning of the heating ducts should be done by firms certified by the National Air Duct Cleaners Association. Please confirm that this will be done, as this is, of course, critical to a thorough cleaning process.

MAY-10-2002 16:24

P.04/13

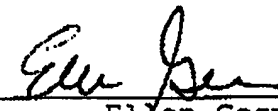
Gulielmetti & Gesmer, P.C.

Mr. Charles Sturcken
May 10, 2002
Page 3

We would like to schedule a meeting with you as soon as possible to address these concerns. I will call you early next week to discuss when we can schedule it.

Very truly yours,

GULIELMETTI & GESMER, P.C.

By: 
Ellen Gesmer

EG:ca
Enc.

cc: Tenants of 125 Cedar St.
Bonnie Bellow, EPA
Rep. Jerrold Nadler
Sen. Hillary Clinton
Sen. Charles Schumer
Council Member Alan Gerson
Mayor Michael Bloomberg
Assembly Member Sheldon Silver

P.05/13



Analytical Report

57 Woodside Avenue
 Briarcliff Manor, NY 10510
 Phone 914-762-6333
 Fax 914-762-6578

Miniscope Report (PLM) - Asbestos Identification

Client: **PII**
 Site:
 Area: 125 Cedar Street
 Analyst: B. Friedl
 Analyzed: 10/29/2001
 Scope #: Olympus BH-2 -- PLM001

Sample #	Date Collected	Sample Description	Sample Location	PLM DATA					ANALYSIS DATA					
				Lab Sample #	Gross Appearance	Treatment	Analysis Method	Dispersion Staining (pos. or neg.)	Asbestos Type	%	Other Fibrous	%	Misc. Non Fibrous	%
1	Unknown, Client Collected	World Trade Center Debris	Bedroom Bookcase	1806	Gray	NOB	PLM+DS	Positive	Chrysotile	1.9	n/a	n/a	n/a	n/a
2	Unknown, Client Collected	World Trade Center Debris	Living Room, Copy Camera Stand	1807	Tan	NOB	PLM+DS	Negative	NAD	0.0	n/a	n/a	n/a	n/a
3	Unknown, Client Collected	World Trade Center Debris	Kitchen Counter	1808	Gray	NOB	PLM+DS	Positive	Chrysotile	1.3	n/a	n/a	n/a	n/a
1	Unknown, Client Collected	World Trade Center Debris	Bedroom Bookcase	1806	Gray	None	PLM+DS	Positive	n/a	n/a	Fiberglass Cellulose	35.0 40.0	Matrix	25.00
2	Unknown, Client Collected	World Trade Center Debris	Living Room, Copy Camera Stand	1807	Tan	None	PLM+DS	Negative	n/a	n/a	Fiberglass Cellulose	40.0 30.0	Matrix	30.00
3	Unknown, Client Collected	World Trade Center Debris	Kitchen Counter	1808	Gray	None	PLM+DS	Positive	n/a	n/a	Fiberglass Cellulose	35.0 45.0	Matrix	20.00

NAD - No Asbestos Detected
 NA - Not Applicable

NYSDOH ELAP Approval of 6 laboratories for "Asbestos Containing Material (ACM)" is 1%, or greater
 Lab based on valid to methodology field data
 PLM is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Consultative laboratory based on micro-copy is currently the only method that can be used to determine if this material is friable or friable or non-friable containing

Laboratory Director

Barry J. Pedone, PhD, MPH, CSP, CET
 Environmental Management Solutions, Inc.

NYSDOH ELAP Approval Lab ID # 11618

MAY-10-2002 16:24

MAY-10-2002 16:24

P.06/13

01.656.Priest



Eastern Analytical Services, Inc.

Page 1 of 1

Bulk Sample Results

RE: CPN 01.165 - Accurate - 125 Cedar Street - New York, NY

Date Collected : Not Given
 Collected By : Not Given
 Date Received : 10/11/2001
 Date Analyzed : 10/12/2001
 Analyzed By : Damien Warner
 Signature :
 Analytical Method : EPA-600/M4-82-020/NYS-DOH 198.1 (PLM)
 NVLAP Lab No. 101646-0
 NYS Lab No. 10851

Client: ACS Environmental Services, Inc.
 2081 Homestead Avenue - Suite 2B
 Brooklyn, NY 11229

Sample ID Number 1
 Layer Number
 Lab ID Number 936436
 Sample Location 125 Cedar Street -
 New York, NY

Sample Description Debris

Method of Quantification Stratified PC
 Appearance Layered Yes
 Homogenous No
 Fibrous Yes
 Color Gray/Black

Sample Treatment Homogenized

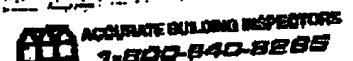
Asbestos	% Amosite	0.0
Content	% Chrysotile	1.8
	% Other	0.0
	% Total Asbestos	1.8

Other Fibrous	% Fibrous Glass	0.0
Materials	% Cellulose	0.0
Present	% Other	0.0
	% Unidentified	42.3

Non-Fibrous	% Silicates	0.0
Materials	% Carbonates	0.0
Present	% Other	0.0
	% Unidentified	55.9

Results Applicable To Those Items Tested. Report Cannot Be Reproduced, Except Entirety, Without Written Approval of the Laboratory.
 Liability Limited To Cost Of Analysis.
 These Results Can Not Be Used To Claim That NYS DOH Does Not Test Any New Asbestos Containing.

ASMA Accreditation No. 418 State Dept DOH No. AAL-07073 Massachusetts DOL No. AA-00072 Connecticut DOH No. HL-0023 Maine DEP No. LA-004 Vermont DOH No. AAS-0005



CLEANING REQUEST FORM

On behalf of myself and any other residents of apartment **PII** 125 Cedar Street, Manhattan (the "Residence"), I hereby request that the New York City Department of Environmental Protection (DEP) perform the cleaning and monitoring work specified in the attached documents entitled "Cleaning Procedures for 125 Cedar Street" and "Monitoring Contractor - Scope of Work for 125 Cedar Street, Manhattan" (the "Cleaning Work") in said apartment.

The Cleaning Work is to be performed by DEP in accordance with DEP's role under the Federal Response Plan and pursuant to the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The United States Environmental Protection Agency (EPA) will act in an oversight capacity with regard to said work.

To facilitate the performance of the Cleaning Work, I agree to the following:

1. Employees, authorized representatives, and contractors of DEP shall have access to all areas of the Residence and all personal property in the Residence for as long as necessary to perform the Cleaning Work.
2. I will inform DEP as to any considerations which would affect the Cleaning Work, including, for example, time restrictions and appropriate means to access the Residence.
3. The Cleaning Work will be performed by contractors retained by DEP. Said contractors are required to maintain, at all times during the Cleaning Work, insurance coverage for commercial general liability, workers compensation, environmental impairment liability, and employee dishonesty related to the Cleaning Work.
4. The Cleaning Work may require use of the Residence's electricity and water.
5. Insurance payments or any other form of compensation received by the Resident(s) which have been or will be received for activities covered by the Cleaning Work and which have not been spent for such purposes will be paid to DEP.
6. I will use best efforts to ensure the safety and security of fragile or valuable objects located in the Residence, including but not limited to jewelry, silverware, fine china, decorative objects and works of art. Such efforts will include, at a minimum, either the removal of such items from the Residence prior to the beginning of the Cleaning Work or the securing of such items in sealed containers. I will identify in writing to DEP all fragile or valuable objects which cannot be removed or secured as described above so that provision may be made for their protection. The estimated value of such objects shall be indicated.
7. The Cleaning Work will be performed in all areas of the Residence unless I instruct DEP in writing to the contrary. As described in Section 16 of the attached document entitled "Cleaning Procedures for 125 Cedar Street", I will identify all items within the Residence which are to be cleaned. Items not identified for cleaning will be disposed of by the cleaning contractor.
8. The Residence may not be reoccupied until 48 hours after the conclusion of the Cleaning Work, as determined by DEP.
9. A copy of the air monitoring results will be provided to the Resident within 96 hours of the conclusion of the Cleaning Work.
10. Resident will be given an opportunity to walk through the apartment with the contractors prior

to the commencement of the Cleaning Work.

11. A security guard will be posted at the main entrance to 125 Cedar Street throughout the duration of the Cleaning Work in the Building.

12. By signing this Request Form, I am not waiving any claims with regard to the safety or habitability of the Residence, even after the completion of the Cleaning Work.

13. I recognize that the Clearance Criteria to be used to determine when the Cleaning Work has been completed are those that have been established by EPA for cleanup activities resulting from the collapse of the World Trade Center. The Clearance Criteria are set forth in the "Monitoring Contractor - Scope of Work for 125 Cedar Street, Manhattan" at page 4.

PII

9/11/02
Date

Name (Print)

CLEANING REQUEST FORM

PII

On behalf of myself and any other residents of apartment 125 Cedar Street, Manhattan (the "Residence"), I hereby request that the New York City Department of Environmental Protection (DEP) perform the cleaning and monitoring work specified in the attached documents entitled "Cleaning Procedures for 125 Cedar Street" and "Monitoring Contractor - Scope of Work for 125 Cedar Street, Manhattan" (the "Cleaning Work") in said apartment.

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4. The Cleaning Work may require use of the Residence's electricity and water.
5. Insurance payments or any other form of compensation received by the Resident(s) which have been or will be received for activities covered by the Cleaning Work and which have not been spent for such purposes will be paid to DEP.
6. I will use best efforts to ensure the safety and security of fragile or valuable objects located in the Residence, including but not limited to jewelry, silverware, fine china, decorative objects and works of art. Such efforts will include, at a minimum, either the removal of such items from the Residence prior to the beginning of the Cleaning Work or the securing of such items in sealed containers. I will identify in writing to DEP all fragile or valuable objects which cannot be removed or secured as described above so that provision may be made for their protection. The estimated value of such objects shall be indicated.

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SIGNATURE

PII

Date

9/9/06

fel.

Name (Print)

125 Cedar

PII

Post-it® Fax Note 7671		Date	# of pages ▶
To	PII	From	P. Theodoroullis
Co./Dept.	125 Cedar St.	Co.	NYC DEP ACP
Phone #		Phone #	(718) 595-3657
	PII	Fax #	(718) 595-3744

CLEANING REQUEST FORM

PII

~~On behalf of myself and any other residents of apartment~~,
125 Cedar Street, Manhattan (the "Residence"), I hereby request
that the New York City Department of Environmental Protection
(DEP) perform the cleaning and monitoring work specified in the
attached documents entitled "Cleaning Procedures for 125 Cedar
Street" and "Monitoring Contractor - Scope of Work for 125 Cedar
Street, Manhattan" (the "Cleaning Work") in said apartment.

The Cleaning work is to be performed by DEP in accordance with
DEP's role under the Federal Response Plan and pursuant to the
authority of the Robert T. Stafford Disaster Relief and Emergency
Assistance Act. The United States Environmental Protection Agency
(EPA) will act in an oversight capacity with regard to said work.

To facilitate the performance of the Cleaning Work, I agree to
the following:

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general liability, workers compensation, environmental impairment
liability, and employee dishonesty related to the Cleaning Work.
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electricity and water.
5. Insurance payments or any other form of compensation received
by the Resident(s) which have been or will be received for
activities covered by the Cleaning Work and which have not been
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fragile or valuable objects located in the Residence, including
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their protection. The estimated value of such objects shall be
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11. A security guard will be posted at the main entrance to 125 Cedar Street throughout the duration of the Cleaning Work in the Building.

12. By signing this Request Form, I am not waiving any claims with regard to the safety or habitability of the Residence, even after the completion of the Cleaning Work.

13. I recognize that the Clearance Criteria to be used to determine when the Cleaning Work has been completed are those that have been established by EPA for cleanup activities resulting from the collapse of the World Trade Center. The Clearance Criteria are set forth in the "Monitoring Contractor - Scope of Work for 125 Cedar Street, Manhattan" at page 4.

SIGNATURE

PII

9/9/02
Date

Name (Print)

PII

8N

EZ
9/9/02
8:35A

KEEP

- **METAL FLAT FILES**
- **OAK WINDOW TRIM**
- **4 GAL'S WHITE PAINT**

To: Mark Hoffer
Frank Schiano
R Avaltoni / M Gilsenan
R Radhakrishnan

From:

PII

Re: 125 Cedar St

I have modified EPA's consent forms for use in the "special" project involving the cleaning of 125 Cedar St. Please review & comment.

Note: copies of draft Scope are attached to Hoffer + Schiano copies.

CLEANING REQUEST FORM

As the authorized representative of 120 Liberty Street LLC, the owner of 125 Cedar Street, Manhattan (the "Building"), I hereby request that the New York City Department of Environmental Protection (DEP) perform the cleaning and monitoring work specified in the attached documents entitled "Cleaning Procedures for 125 Cedar Street" and "Monitoring Contractor - Scope of Work for 125 Cedar Street" (the "Cleaning Work"). To facilitate the performance of the Cleaning Work, the Building Owner agrees to the following:

1. Employees, authorized representatives, and contractors of DEP shall have access to all common areas of the Building, including the heating, ventilation, and air conditioning (HVAC) system, for as long as necessary to perform the Cleaning Work.
2. The Cleaning Work is to be performed in accordance with DEP's role under the Federal Response Plan and pursuant to the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
3. The Building Owner will inform DEP as to any applicable building rules which would affect the Cleaning Work, including, for example, time restrictions, appropriate entrances to the Building, and elevator usage.
4. The Cleaning Work will be performed by contractors retained by DEP. Said contractors are required to maintain, at all times during the Cleaning Work, insurance coverage for commercial general liability, workers compensation and environmental impairment liability related to the Cleaning Work, and are bonded to cover loss by theft or destruction of property.
5. The Cleaning Work will require use of the Building's electricity and water.
6. Insurance payments or any other form of compensation received by the Building Owner which have been or will be received for activities covered by the Cleaning Work and which have not been spent for such purposes will be paid to DEP.

SIGNATURE:

Authorized Representative,
120 Liberty LLC

Date

Name and Title (Print)

DRAFT

CLEANING REQUEST FORM

On behalf of myself and any other residents of apartment **PII** 125 Cedar Street, Manhattan (the "Residence"), I hereby request that the New York City Department of Environmental Protection (DEP) perform the cleaning and monitoring work specified in the attached documents entitled "Cleaning Procedures for 125 Cedar Street" and "Monitoring Contractor - Scope of Work for 125 Cedar Street, Manhattan" (the "Cleaning Work") in said apartment.

The Cleaning Work is to be performed by DEP in accordance with DEP's role under the Federal Response Plan and pursuant to the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The United States Environmental Protection Agency (EPA) will act in an oversight capacity with regard to said work.

To facilitate the performance of the Cleaning Work, I agree to the following:

1. Employees, authorized representatives, and contractors of DEP shall have access to all areas of the Residence and all personal property in the Residence for as long as necessary to perform the Cleaning Work.
2. I will inform DEP as to any considerations which would affect the Cleaning Work, including, for example, time restrictions and appropriate means to access the Residence.
3. The Cleaning Work will be performed by contractors retained by DEP. Said contractors are required to maintain, at all times during the Cleaning Work, insurance coverage for commercial general liability, workers compensation, environmental impairment liability, and employee dishonesty related to the Cleaning Work.
4. The Cleaning Work may require use of the Residence's electricity and water.
5. Insurance payments or any other form of compensation received by the Resident(s) which have been or will be received for activities covered by the Cleaning Work and which have not been spent for such purposes will be paid to DEP.
6. I will use best efforts to ensure the safety and security of fragile or valuable objects located in the Residence, including but not limited to jewelry, silverware, fine china, decorative objects and works of art. Such efforts will include, at a minimum, either the removal of such items from the Residence prior to the beginning of the Cleaning Work or the securing of such items in sealed containers. I will identify in writing to DEP all fragile or valuable objects which cannot be removed or secured as described above so that provision may be made for their protection. The estimated value of such objects shall be indicated.
7. The Cleaning Work will be performed in all areas of the Residence unless I instruct DEP in writing to the contrary. As described in Section 16 of the attached document entitled "Cleaning Procedures for 125 Cedar Street", I will identify all items within the Residence which are to be cleaned. Items not identified for cleaning will be disposed of by the cleaning contractor.
8. The Residence may not be reoccupied until 48 hours after the conclusion of the Cleaning Work, as determined by DEP.
9. A copy of the air monitoring results will be provided to the Resident within 96 hours of the conclusion of the Cleaning Work.

to the commencement of the Cleaning Work.

11. A security guard will be posted at the main entrance to 125 Cedar Street throughout the duration of the Cleaning Work in the Building, and any claims with regard to the safety or habitability of the Residence, even after the completion of the Cleaning Work.

need to determine when the Cleaning Work has

PII

Sept 10, 2002

Dear Rental Office

Please hold this form for [PII] who will pick it up in a few minutes. I've got no other way to get this on paper, and have to deliver it signed to my apartment on Cedar Street this morning.

Thanks,

[PII]

CLEANING REQUEST FORM

NOT
LANDLORD'S

On behalf of myself and any other residents of PII
125 Cedar Street, Manhattan (the "Residence"), I hereby request
that the New York City Department of Environmental Protection
(DEP) perform the cleaning and monitoring work specified in the
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9. A copy of the air monitoring results will be provided to the Resident within 96 hours of the conclusion of the Cleaning Work.

10. Resident will be given an opportunity to walk through the apartment with the contractors prior to the commencement of the Cleaning Work.

11. A security guard will be posted at the main entrance to 125 Cedar Street throughout the duration of the Cleaning Work in the Building.

12. By signing this Request Form, I am not waiving any claims with regard to the safety or habitability of the Residence, even after the completion of the Cleaning Work.

13. I recognize that the Clearance Criteria to be used to determine when the Cleaning Work has been completed are those that have been established by EPA for cleanup activities resulting from the collapse of the World Trade Center. The Clearance Criteria are set forth in the "Monitoring Contractor - Scope of work for 125 Cedar Street, Manhattan" at page 4.

SIGNATURE:

PII

9/10/02
Date

Theodorellys, Penny

From: Theodorellys, Penny

Sent: Monday, September 09, 2002 4:23 PM

To: 'egesmer@gulges.com';
'joe@samsonmanagement.com';
'markscherzeresq@aol.com'; 'patmcedar@aol.com';
'burkhardt15@atc-enviro.com';
'hazmat3388@aol.com'

Cc: Radhakrishnan, Krish; Gilsenan, Michael; Pecunies, Russ

Subject: 125 Cedar Street Cleaning Request Forms

The NYCDEP received the *Cleaning Request Forms* for Apartments 12N, 12SE, 11S, 10S, 10N, 8N, 7S, PH, 5 N & S.

It is important we receive the requests for the remaining apartments (4S, 3N, 6N, 6S, 8S, 9N, 9S, 11N) in order to proceed with the work. In addition, we will need another cleaning request form for apartment 3S (Sorry for the inconvenience).

The Monitoring Contractor will begin sampling tomorrow, September 10, 2002. Mr. Fred Burkhardt of ATC Associates will be in the building beginning at about 10:00 A.M. The signed forms may be returned to Mr. Burkhardt at that time. Mr. Burkhardt will have blank forms available.



125CEDR2.REQ.doc

The Cleaning Contractor plans to mobilize early Thursday morning, September 12, 2002.

Theodorellys, Penny

From: MarkScherzerEsq@aol.com**Sent:** Monday, September 09, 2002 5:32 PM**To:** pennyt@dep.nyc.gov**Cc:**

PII

Subject: Re: 125 Cedar Street Cleaning Request Forms

Penny: 6N left theirs signed inside the door of the apartment, which they say is open. 9S is overnighting it to you from the downloaded document. 9N just returned from his homeland (Scotland) and will stop by the building tomorrow to sign.

PII

 and

PII

 are coming back tomorrow and we'll figure out how to get you theirs. 7N has now been surrendered and is now back under landlord control. I think 4S may be as well (check with the landlord). 4N I think will stop by tomorrow to sign.

This leaves us with 11N and 6S -- I'll try to reach them, but can't promise I'll be able to as both are out of town.

Mark Scherzer

9/10/02

Theodorellys, Penny

To: Kathleen Moore

Cc: 'egesmer@gulges.com';
 'joe@samsonmanagement.com';
 'markscherzeresq@aol.com'; 'patmcedar@aol.com';
 'burkhardt15@atc-enviro.com';
 'hazmat3388@aol.com'

Subject: RE: 125 Cedar Street, last of release forms

Thank you for your assistance. The fax will not be sufficient, but I will make arrangements when PII calls. Just as an update for your records, we currently have:

PH	
12N	12SE 12SW
	11S
10N	10S
9N	9S
8N	
7N	7S
6N	
5N	5S
4N	
2N	2S

and the Building Owner's request.

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

From: Kathleen Moore

[mailto:kathleencedar@earthlink.net]

Sent: Tuesday, September 10, 2002 7:35 PM

To: penny@dep.nyc.gov

Cc: Mark Scherzer; Peter M Wheelwright; Pat Moore; Ellen Gesmer; Kathleen Moore

Subject: 125 Cedar Street, last of release forms

Dear Penny,

[PII], will call you early Wednesday morning and ask you to fax her a Release Form. She's out of town so she will sign it, fax it back to you and then put it in the mail -- if you want her to send it FedEx or something, just tell her.

That leaves [PII], also out of town. She is hard to reach and many of us are trying.

You should have by now, or will have by Thursday morning, all other signed releases from the tenants: 3S, 3N (coming), 4N, 5N-S, 6N, [6S outstanding], 7S, 8N, 8S, 9N, 9S, 10N, 10S, 11N (by fax), 11S, 12N, 12SE, PH. All other units are the landlord's.

Let me know what else I can do. Cell phone is [PII]

[PII]

Kathleen

Theodorellys, Penny

From: Ellen Gesmer [egesmer@gulges.com]

Sent: Friday, August 23, 2002 8:58 AM

To: Penny Theodorellys

Subject: 125 Cedar

Dear Penny,

Mike Gilsenan advised me that I should be in touch with you concerning remaining issues on the scope in his absence.

With regard to 7S, Mike had asked me whether the tenants wanted their appliances and bookcases moved or discarded. The tenants want the appliances DISCARDED. With regard to the built-in bookcases, they want them MOVED, so that the cleaners can clean behind them, but they want the bookcases left in the apartment so that they can later be reinstalled.

With regard to the firebricks in the apartment: in his last email to me, Mike referred to them as a fireplace. Please note that the firebricks form several columns of one wall, and also part of a wall under the windows, so the surface area is considerably larger than a fireplace.

Please call me if you have any questions about this. Thanks for your assistance.

Ellen Gesmer, Esq.
Gulielmetti & Gesmer, P.C.
401 Broadway, Suite 1901
New York, New York 10013-3005
phone: 212-219-2114
fax 212-966-2162
www.gulges.com

The information in this email is intended for the named recipients only. It may contain privileged and confidential information. If you have received this email in error, please notify us immediately by a collect telephone call to (212) 219-2114 or by email to EGesmer@Gulges.com and return the original to the sender by return email. Please also delete the message from your computer. Do not copy or disclose the contents to anyone. Thank you.

125 Cedar Street
Special Instructions for Apartment

PII

Edited from:

From: Ellen Gesmer [mailto:egesmer@guilges.com]

Sent: Wednesday, August 21, 2002 2:00 PM

To: Michael Gilseran

Subject: FW: Special instructions for

PII

VACUUM ALL FIREBRICKS

REMOVE ALL CARPETING IN SMALL CLOSET OFF THE BATHROOM

CLEAN THE CEILING FAN IN DINING AREA

~~REMOVE ALL APPLIANCES NOW SO THAT CLEANING METHODS CAN BE APPLIED~~

Unclear as to whether remove means dispose, must be clarified!

CLEAN BEHIND ALL THE APPLIANCES, INCLUDING REFRIGERATOR, STOVE, WASHING MACHINE, CLOTHES DRYER, TWO AIR CONDITIONERS

REMOVE THE BOOKSHELVES IN THE DINING AREA SO THAT THE AREA BEHIND SHELVES CAN BE CLEANED, BOOKSHELVES

CLEAN STORAGE AREA BEHIND WALL OF OFFICE (THIS SPACE IS 6X4 FEET AND HAS PAINTINGS STORED-TRASH EVERYTHING IN THIS AREA AND CLEAN WELL.)

DISCARD ALL
APPLIANCES
AND CLEAN
SURFACES
BELOW &
BEHIND
APPLIANCES
AS PER
SCOPE OF
WORK
REQ.

DISPOSE ALL ITEMS UNDER KITCHEN SINK AND CLEAN CABINET INTERIOR

DISPOSE ALL ITEMS IN CABINETS BELOW THE OFFICE SINK AND CLEAN INTERIOR.

BOOKS AND OTHER BAGGED ITEMS IN CHILDREN'S BEDROOM NEED TO BE CLEANED

CLEAN WHITE DRESSER IN SMALL ROOM WITH CARPET

GREEN CABINET (WITH SQUARE DRAWERS) IN DINING AREA

TWO METAL CHAIRS IN LIVING AREA

WROUGHT IRON WHITE TABLE IN BATHROOM OFF CHILD'S ROOM

TEAK BENCH IN HALL NEXT TO BATHROOM

ROUND WOODEN TABLE (ROUND) IN BIG BEDROOM

SMALL METAL TABLE IN LIVING AREA

CLEAN THE SMALL STORAGE AREA IN HALLWAY THAT CONTAINS WASHER/DRYER. THROW OUT EVERYTHING REMAINING INCLUDING APPLIANCES AND CLEAN AREA

EPA

I am giving my permission
for you to test +

PII

9/11/02

Theodorellys, Penny

From: Ellen Gesmer [egesmer@gulges.com]

Sent: Friday, August 23, 2002 8:58 AM

To: Penny Theodorellys

Subject: 125 Cedar

Dear Penny,

Mike Gilsenan advised me that I should be in touch with you concerning remaining issues on the scope in his absence.

With regard to 7S, Mike had asked me whether the tenants wanted their appliances and bookcases moved or discarded. The tenants want the appliances DISCARDED. With regard to the built-in bookcases, they want them MOVED, so that the cleaners can clean behind them, but they want the bookcases left in the apartment so that they can later be reinstalled.

With regard to the firebricks in the apartment: in his last email to me, PII referred to them as a fireplace. Please note that the firebricks form several columns of one wall, and also part of a wall under the windows, so the surface area is considerably larger than a fireplace.

Please call me if you have any questions about this. Thanks for your assistance.

Ellen Gesmer, Esq.
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401 Broadway, Suite 1901
New York, New York 10013-3005
phone: 212-219-2114
fax 212-966-2162
www.gulges.com

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125 Cedar Street
Special Instructions for Apartment 7S. (Resident Name: Pryor)

Edited from:
From: Ellen Gesmer [mailto:egesmer@guilges.com]
Sent: Wednesday, August 21, 2002 2:00 PM
To: Michael Gilsenan
Subject: FW: Special instructions for 7S

VACUUM ALL FIREBRICKS

REMOVE ALL CARPETING IN SMALL CLOSET OFF THE BATHROOM

CLEAN THE CEILING FAN IN DINING AREA

~~REMOVE ALL APPLIANCES NOW SO THAT CLEANING METHODS CAN BE APPLIED~~ *Unclear as to whether remove means dispose, must be clarified!* DISCARD ALL APPLIANCES AND CLEAN SURFACES BELOW & BEHIND APPLIANCES AS PER SCOPE OF WORK REQ.

CLEAN BEHIND ALL THE APPLIANCES, INCLUDING REFRIGERATOR, STOVE, WASHING MACHINE, CLOTHES DRYER, TWO AIR CONDITIONERS

REMOVE THE BOOKSHELVES IN THE DINING AREA SO THAT THE AREA BEHIND SHELVES CAN BE CLEANED, BOOKSHELVES

CLEAN STORAGE AREA BEHIND WALL OF OFFICE (THIS SPACE IS 6X4 FEET AND HAS PAINTINGS STORED-TRASH EVERYTHING IN THIS AREA AND CLEAN WELL.)

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TEAK BENCH IN HALL NEXT TO BATHROOM

ROUND WOODEN TABLE (ROUND) IN BIG BEDROOM

SMALL METAL TABLE IN LIVING AREA

CLEAN THE SMALL STORAGE AREA IN HALLWAY THAT CONTAINS WASHER/DRYER. THROW OUT EVERYTHING REMAINING INCLUDING APPLIANCES AND CLEAN AREA

EPA

I am giving my permission
for you to test +

PII

9/11/82

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8. The Residence may not be reoccupied until 48 hours after the conclusion of the Cleaning Work, as determined by DEP.

9. A copy of the air monitoring results will be provided to the Resident within 96 hours of the conclusion of the Cleaning Work.

10. Resident will be given an opportunity to walk through the apartment with the contractors prior to the commencement of the Cleaning Work.

11. A security guard will be posted at the main entrance to 125 Cedar Street throughout the duration of the Cleaning Work in the Building.

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SIGNATURE:

PII

9/10/02
Date

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SIGNATURE:

PII

9/10/02
Date



THE CITY OF NEW YORK DEPARTMENT OF HEALTH

Michael R. Bloomberg
Mayor

Thomas R. Frieden, M.D., M.P.H.
Commissioner

nyc.gov/health

August 19, 2002

Mr. Joe Masino
Samson Management
97-77 Queens Blvd.
Rego Park, NY 11374

Dear Mr. Masino:

The New York City Department of Health and Mental Hygiene (DOHMH) conducted a walkthrough inspection for the presence of mold at 125 Cedar Street (120 Liberty Street) on July 19, 2002. Attached is a copy of our inspection results. Please call me at (212) 788-4290 with any questions you may have regarding this issue.

Sincerely,

Christopher D'Andrea
Office of Environmental and Occupational Disease Epidemiology

c: M. Gilsenan, DEP
J. Cone, DOHMH
M. Cook
P. Moore
R. Fitzpatrick, EPA

Post-It® Fax Note	7671	Date	8/19/02	# of pages	3
To	M GILSEMAN	From	Chris D'Andrea		
Co./Dept.		Co.			
Phone #		Phone #	212 788-4290		
Fax #	718 595-4544	Fax #			



THE CITY OF NEW YORK DEPARTMENT OF HEALTH

Michael R. Bloomberg
Mayor

Thomas R. Frieden, M.D., M.P.H.
Commissioner

nyc.gov/health

125 Cedar Street

Introduction

The New York City Department of Health and Mental Hygiene (DOHMH) conducted a walkthrough inspection for the presence of mold at 125 Cedar Street (120 Liberty Street) on July 19, 2002. 125 Cedar Street is located adjacent to the southern boarder of the World Trade Center site. It is a twelve-story building. Each floor is split into a north and south apartment. A penthouse is located on top of the building. The building was reported to have mold growth resulting from water damage from several sources that primarily impacted the apartments on the north side. Most of the water damage reportedly occurred as a result of internal plumbing problems (i.e. broken pipes and a broken toilet tank). Some water infiltration was reported through windows broken as a result of the collapse of the Twin Towers. Five water-damaged apartments were inspected. Tenants from two of the inspected apartments, the building superintendent, Bob Bacar, and EPA Representative, Bob Fitzpatrick, accompanied DOHMH.

Discussion and Findings

The ceilings in all of the apartments consisted of painted plaster. Dividing walls in each apartment were composed of ¾ inch sheetrock. The following is a discussion of each of the five inspected apartments:

Apartment 3N –

Peeling paint was observed on much of the ceiling throughout the apartment. Extensive visible mold (greater than 100 square feet) was observed in the bedroom adjoining the entrance hallway. Visible mold was noted on several walls and the ceiling in this room. Small areas (less than 10 square feet) of mold growth were also noted on the entrance hallway ceiling and the ceiling in the workroom that is adjacent to the aforementioned bedroom.

Apartment 4N –

Peeling paint was observed on much of the ceiling throughout the apartment. Some of the wood flooring was buckled. Moderate areas (10-30 square feet) of visible mold were observed in the hallway closet and children's bedroom. A small area of mold was also noted on the hallway wall. Additionally, a cutout of the wallboard in the hallway revealed the presence of mold on the backside of wallboard in the children's bedroom. The extent of this growth could not be determined.

Apartment 5N –

Water damage was less extensive in this apartment. Some peeling paint was observed on the ceiling in a workroom and above a drop ceiling over the bathroom by the workroom. No visible mold was observed in these areas. A small area of water damage was also noted in the kitchen above the shelving on the wall. It was unclear if the discoloration in this location was mold growth.

Apartment 6N –

Ceiling water damage was noted and some chipping paint was observed on the ceiling in several areas. Some of wood flooring was buckled. It was unclear whether a small area of discoloration in one location (in the corner of the ceiling, above the radiator, in the room with the desk) was mold growth.

Apartment 5S –

Small areas of chipping paint were observed in three rooms of this apartment. No visible mold growth was noted.

Conclusion and Recommendations

It is recommended that any visible mold be removed in accordance with the enclosed DOHMH Guidelines on Assessment and Remediation of Fungi in Indoor Environments. It is also recommended that the small areas of discoloration that could not be identified as mold growth be remediated in accordance with these guidelines. Buckled flooring should be removed and inspected for mold growth. The full extent of the mold growth in the area revealed by the cutout in apartment 4N should be determined.

Where wallboard or flooring is removed, exposed areas should be inspected for mold growth. If mold growth is discovered, the extent of the growth should be determined and remediation practices should be adjusted accordingly. It is possible that mold growth is occurring behind other sheetrocked walls. Perimeter plaster walls are not likely to promote significant mold growth on the unpainted interstitial space. Exploratory cutouts of the sheetrock (preferably at the base of the wall) should be performed in areas where water damage is observed but no visible mold growth is seen to identify possible hidden sources of mold.

//docs/iaq/125 Cedar Street



THE CITY OF NEW YORK DEPARTMENT OF HEALTH

Michael R. Bloomberg
Mayor

Thomas R. Frieden, M.D., M.P.H.
Commissioner

nyc.gov/health

August 19, 2002

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Samson Management
97-77 Queens Blvd.
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Christopher D'Andrea
Office of Environmental and Occupational Disease Epidemiology

c: M. Gilseman, DEP
J. Cone, DOHMH
M. Cook
P. Moore
R. Fitzpatrick, EPA

Post-It® Fax Note	7671	Date	8/19/02	# of pages	3
To	M. Gilseman	From	Chris D'Andrea		
Co./Dept.		Co.			
Phone #		Phone #	212 788-4290		
Fax #	718 595-4544	Fax #			



THE CITY OF NEW YORK DEPARTMENT OF HEALTH

Michael R. Bloomberg
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Commissioner

nyc.gov/health

125 Cedar Street

Introduction

The New York City Department of Health and Mental Hygiene (DOHMH) conducted a walkthrough inspection for the presence of mold at 125 Cedar Street (120 Liberty Street) on July 19, 2002. 125 Cedar Street is located adjacent to the southern boarder of the World Trade Center site. It is a twelve-story building. Each floor is split into a north and south apartment. A penthouse is located on top of the building. The building was reported to have mold growth resulting from water damage from several sources that primarily impacted the apartments on the north side. Most of the water damage reportedly occurred as a result of internal plumbing problems (i.e. broken pipes and a broken toilet tank). Some water infiltration was reported through windows broken as a result of the collapse of the Twin Towers. Five water-damaged apartments were inspected. Tenants from two of the inspected apartments, the building superintendent, Bob Bacar, and EPA Representative, Bob Fitzpatrick, accompanied DOHMH.

Discussion and Findings

The ceilings in all of the apartments consisted of painted plaster. Dividing walls in each apartment were composed of $\frac{3}{4}$ inch sheetrock. The following is a discussion of each of the five inspected apartments:

Apartment 3N –

Peeling paint was observed on much of the ceiling throughout the apartment. Extensive visible mold (greater than 100 square feet) was observed in the bedroom adjoining the entrance hallway. Visible mold was noted on several walls and the ceiling in this room. Small areas (less than 10 square feet) of mold growth were also noted on the entrance hallway ceiling and the ceiling in the workroom that is adjacent to the aforementioned bedroom.

Apartment 4N –

Peeling paint was observed on much of the ceiling throughout the apartment. Some of the wood flooring was buckled. Moderate areas (10-30 square feet) of visible mold were observed in the hallway closet and children's bedroom. A small area of mold was also noted on the hallway wall. Additionally, a cutout of the wallboard in the hallway revealed the presence of mold on the backside of wallboard in the children's bedroom. The extent of this growth could not be determined.

Apartment 5N –

Water damage was less extensive in this apartment. Some peeling paint was observed on the ceiling in a workroom and above a drop ceiling over the bathroom by the workroom. No visible mold was observed in these areas. A small area of water damage was also noted in the kitchen above the shelving on the wall. It was unclear if the discoloration in this location was mold growth.

Apartment 6N –

Ceiling water damage was noted and some chipping paint was observed on the ceiling in several areas. Some of wood flooring was buckled. It was unclear whether a small area of discoloration in one location (in the corner of the ceiling, above the radiator, in the room with the desk) was mold growth.

Apartment 5S –

Small areas of chipping paint were observed in three rooms of this apartment. No visible mold growth was noted.

Conclusion and Recommendations

It is recommended that any visible mold be removed in accordance with the enclosed DOHMH Guidelines on Assessment and Remediation of Fungi in Indoor Environments. It is also recommended that the small areas of discoloration that could not be identified as mold growth be remediated in accordance with these guidelines. Buckled flooring should be removed and inspected for mold growth. The full extent of the mold growth in the area revealed by the cutout in apartment 4N should be determined.

Where wallboard or flooring is removed, exposed areas should be inspected for mold growth. If mold growth is discovered, the extent of the growth should be determined and remediation practices should be adjusted accordingly. It is possible that mold growth is occurring behind other sheetrocked walls. Perimeter plaster walls are not likely to promote significant mold growth on the unpainted interstitial space. Exploratory cutouts of the sheetrock (preferably at the base of the wall) should be performed in areas where water damage is observed but no visible mold growth is seen to identify possible hidden sources of mold.

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