

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

PII

PM/ARCHITECT'S

PAGE 02

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

CLEANING REQUEST FORM

On behalf of myself and any other residents of apartment **PII** 25 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, giving any claims with regard to the safety or habitability of the Residence, even after the completion of the Cleaning Work.

used 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

VOID

CLEANING REQUEST FORM

NOT
LANDLORD'S

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. PII

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

9/10/02
Date

Theodorellys, Penny

From: Theodorellys, Penny

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

To: 'egesmer@gulges.com';

'joe@samsonmanagement.com';

PII

PII

'burkhardt15@atc-enviro.com';

PII

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:** pennytl@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';

PII

'burkhardt15@atc-enviro.com';

PII

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 Ms. Blell 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

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:

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

Date

9/9/06

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:

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

9/9/02
Date

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. A. Alton / M. Gilsenan
R. Radhakrishnan

From: Russ Reunert

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 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" (the "Cleaning Work") in said apartment. 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. 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. I will inform DEP as to any considerations which would affect the Cleaning Work, including, for example, time restrictions, appropriate means to access the Residence, 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 Residence'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.
7. 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.

DRAFT

8. 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.

9. The Residence may not be reoccupied until 48 hours after the conclusion of the Cleaning work.

SIGNATURE:

_____ Date

_____ Name (Print)

DRAFT

DRAFT

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

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:

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.

SIGNATURE:

PII

9/8/02
Date

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:

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.

SIGNATURE:

PII

9/9/02
Date

CLEANING REQUEST FORM

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" (the "Cleaning Work") in said apartment. 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. 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. I will inform DEP as to any considerations which would affect the Cleaning Work, including, for example, time restrictions, appropriate means to access the Residence, 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 Residence'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.
7. 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.

DRAFT

8. 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.

9. The Residence may not be reoccupied until 48 hours after the conclusion of the Cleaning work.

SIGNATURE:

_____ Date

_____ Name (Print)

DRAFT

DRAFT

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

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:

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.

SIGNATURE:

PII

9/8/02
Date

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:

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

9/9/02
Date