UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II
290 BROADWAY, 17th Floor
NEW YORK, NEW YORK 10007-1866

7/9/02

To: Mark Hoffer
Krish Radhakrishan

Latest draft which EPA has modified in response to our comments. Pls let me know what you think

FS

To: Frank Schiano

Phone:

Fax:

From: Beverly Kalenberg

Office: U.S. Environmental Protection Agency, Region II
Office of Regional Counsel
NY/Caribbean Superfund Branch

Phone: 212-637-3167

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Date: July 9, 2002

Re: Request Form

Pages: 4 (including cover sheet)

Message: Comments?

REQUEST FORM FOR INDOOR AIR RESIDENTIAL ASSISTANCE PROGRAM

Name of Resident

Address

Apartment Number:

New York, New York

Telephone Numbers:
Home

Work

REQUEST

I have read the fact sheet on the Indoor Air Residential Assistance Program and considered the information provided to me by the U.S. Environmental Protection Agency ("EPA"). Having considered the cleaning and monitoring offered, I would like to participate in the following cleaning and monitoring alternatives under the Program.

Initial one of the following:

I request dust cleaning of the residence identified above ("Residence") and monitoring after the cleaning.

OR

I request monitoring of the Residence.

Initial one of the following:

I request "aggressive" air sampling.

OR

I request "modified aggressive" air sampling.

AGREEMENT

In consideration of the benefits of the Indoor Air Residential Assistance Program, on behalf of myself and any other occupants of the Residence, I agree to the following:

I consent to employees and authorized representatives of the EPA and the New York City Department of Environmental Protection ("NYCDEP") and contractors for NYCDEP having access to the

Residence and the personal property in the Residence, for as long as necessary to conduct dust cleaning and monitoring activities. I understand that these activities are to be performed in accordance with the roles of EPA and NYCDEP under the Federal Response Plan and the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 et seq.

I agree to obtain any required permission for cleaning and monitoring activities from my building management if such permission has not been obtained by NYCDEP's contractors prior to the commencement of work in the Residence under the Indoor Air Residential Assistance Program. I also agree to inform EPA or its representatives or NYCDEP's contractor at least **one business day** prior to the scheduled work of any building rules that are applicable to the Indoor Air Residential Assistance Program, including, for example, time restrictions, appropriate entrances to the building, and elevator usage.

I agree to notify EPA and the contractors retained by NYCDEP as early as possible, but no later than **one business day**, before the scheduled date for the work in the Residence, if it is necessary to cancel the date for the cleaning and monitoring activities.

I agree to use best efforts to ensure the safety and security of fragile and valuable objects, including but not limited to jewelry, silver, fine china, decorative objects and art works located in the Residence. Such efforts will include, but not be limited to the following: Prior to the date scheduled for commencement of cleaning and monitoring, I agree to remove valuable and/or fragile objects from the Residence and/or to secure them in sealed containers for protection. I agree to identify with specificity to EPA and/or the contractors retained by NYCDEP any valuable or fragile objects that cannot be moved or secured, or that require special handling, prior to the commencement of the cleaning and monitoring in order to make provision for their safety and security. Such identification shall be in writing and shall state the estimated value of all the objects listed.

I understand that the cleaning and monitoring will be performed by contractors retained by NYCDEP. I also understand that the contractors performing cleaning and monitoring activities are required to maintain insurance coverage for commercial general liability, workers compensation and environmental impairment liability related to this work, and that they are also bonded to cover loss by theft or destruction of property. The contractors are required to maintain such insurance at all times that they are conducting cleaning and monitoring activities in the Residence.

I understand that the Indoor Air Residential Assistance Program activities will require access to all the interior spaces, surfaces and personal property within the Residence. Cleaning and monitoring activities will be performed throughout the entire Residence, including but not limited to the living room, bedroom(s), bathroom(s), dining areas and kitchen, as well as inside closets.

I understand that the Indoor Air Residential Assistance Program will employ various methods of dust removal from all surfaces, including, but not limited to, vacuuming and wet wiping. The cleaning will address areas and items such as walls and wall hangings, floors and floors coverings, draperies and window treatments, furniture, windows, air conditioning/heating units and appliances. The cleaning will also address surfaces of smaller items such as lamps, books and decorative items, but will not

include clothing.

I understand that I, or my authorized representative, may be present and observe the cleaning and monitoring activities being performed in the Residence if I choose "modified aggressive" air sampling of the Residence. I understand that if I choose "aggressive" air sampling of the Residence, I may only be present for the cleaning, but not for the "aggressive" air sampling. Following "aggressive" air sampling of the Residence, I understand that neither I nor the occupants of the Residence will be allowed to return to the Residence until the day after completion of "aggressive" air sampling. I, or my authorized representative, agree to comply with health and safety instructions that may be provided by EPA and/or NYCDEP's contractors for activities in the Residence under the Indoor Air Residential Assistance Program.

I agree that insurance payments and/or any other compensation which I received, or will receive in the future, for activities covered by the Indoor Air Residential Assistance Program at the Residence, and which I have not spent for such purposes, will be paid to the Federal Emergency Management Agency. Instructions for such reimbursement will be provided upon request to EPA.

SAMPLING APPROACH

I understand that if I choose "aggressive" air sampling of the Residence, an electric-powered leaf blower will be used to direct air onto all surfaces and personal property, and one or more oscillating fans will circulate air throughout the areas being sampled.

I understand that if I choose "modified aggressive" air sampling of the Residence, one or more oscillating fans will be used to circulate air throughout the areas being sampled.

I understand that the air will pass through a filter and be sampled. I also understand that wipe samples of surfaces may be collected and analyzed.

I understand that at the conclusion of the investigation, EPA will provide the undersigned with the results of the monitoring of the Residence. Monitoring data in EPA's data base for the Indoor Air Residential Assistance Program will be made available to the public, but the identity of the participants will be kept confidential.

AUTHORIZED SIGNATURE

I certify that I am authorized to make this request on behalf of all the occupants of the Residence.

_____ _____

Signature Date

_____

Name and Title (PRINT)