

FAX

TO: Larry Kahn (Law) 212 - 227 - 5641

FROM: Mark Hoffer (DEP)

DATE: 6/11/02

TOTAL PAGES: 5

Larry:

(1) Indemnification letter to SEMO re exterior clean-up.

(2) Last draft of letter to FEMA on exterior and interior cleaning; FEMA has just signed off on the letter saying it is OK.

Broker from Marsh McLennan says he thinks it is possible for City to buy an umbrella policy brining up environmental risk insurance to \$100MM on interior cleaning. He is trying to get us a "ball park" figure on price (we would then have to see if FEMA would cover it). He suggests that the contract specify that the \$10 MM primary coverage on environmental risk (which the contractor would procure) be a "stand alone" just for this program (so that the aggregate isn't eaten up by claims on other projects); our "umbrella" would then go on top of that.

lk.wpd

- 1 - Steve Levi wants to revisit pre-testing - at least for the "Class B" cases
- 2 - Gail Rubin wants us to include language in the license OBLIGATING the tenant to make claim for any available insurance monies for cleaning (says FEMA Regs require the grantee to make efforts to collect any available third-party monies)
- 3 - Larry wants us to investigate whether we can obtain environmental insurance on our own (City), and what it would cost - he suggests \$100MM to \$200MM. He also wants to know whether FEMA would pay for this.
- 4 - Larry asks that we include an indemnification from the tenant to the City in connection with the license for the interior cleaning.

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To: LARRY KAHN
FR: M. HOFFER (DEP)
16 pages

NOTE TO LARRY KAHN:

Preparatory to our conversation, I am enclosing reference copies of:

- 1 - EPA access agreement for indoor cleaning;
- 2 - EPA letter to us, requesting certain changes to our "boilerplate" on the contracts for indoor cleaning; and
- 3 - Frank Schiano's proposed addendum to the contracts for indoor cleaning, responding to #2 above.

MARK HOFFER

6/24/02

Enc.