

Gilsenan, Michael

From: Theodorellys, Penny
Sent: Monday, September 09, 2002 4:06 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.



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

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, 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:

Date

Name (Print)