UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
ATLANTA, GEORGIA

2009 SEP 22 AM 11:34

In the Matter of:	)	
	)	
Mullis and Griffin Properties,	)	Docket No. TSCA-04-2009-2634(b)
d/b/a North Napier Apartments	)	
	)	
Respondent.	)	
	)	

CONSENT AGREEMENT AND FINAL ORDER

I. Nature of the Action

1. This is a civil penalty proceeding pursuant to Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and pursuant to the Consolidated Rules of Practice Governing Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. Part 22. Complainant is the Director of the Air, Pesticides, and Toxics Management Division, United States Environmental Protection Agency, Region 4 (EPA). Respondent is Mullis and Griffin Properties, d/b/a North Napier Apartments.

2. Complainant and Respondent have conferred for the purpose of settlement pursuant to 40 C.F.R. § 22.18, and desire to resolve this matter and settle the allegations described herein without a formal hearing. Therefore, without the taking of any evidence or testimony, the making of any argument, or the adjudication of any issue in this matter, and in accordance with 40 C.F.R. § 22.13(b), this Consent Agreement and Final Order (CAFO) will simultaneously commence and conclude this matter.

II. Preliminary Statements

3. The Administrator of EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F under the authority of Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d. Pursuant to 42 U.S.C. § 4852d(b)(5), a violation of any rule in 40 C.F.R. Part 745, is a prohibited act under Section 409 of TSCA, 15 U.S.C. § 2689. Any person who violates Section 409 of TSCA may be assessed a penalty of up to $10,000 for each such violation, in accordance with Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and Section 1018. For a violation occurring after January 31, 1997, a penalty of up to $11,000 may be assessed pursuant to 40 C.F.R. Part 19, as amended, and in accordance with 40 C.F.R. § 745.118(f).

4. The authority to take action under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), is vested in the Administrator of EPA. The Administrator of EPA has delegated this authority under TSCA to EPA Region 4 by EPA Delegation 12-2-A, dated May 11, 1994.

5. Pursuant to 40 C.F.R. § 22.5(c)(4), the following individual represents EPA in this matter and is authorized to receive service for EPA in this proceeding:

Kevin L. Woodruff
Lead and Children's Health
Management Section
U.S. EPA Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960
(404) 562-8828.

III. Specific Allegations

6. Respondent is a Lessor, as defined at 40 C.F.R. § 745.103, of residential housing located at 4017 Napier Avenue, Apartments 21B and 4A, in Macon, Georgia. These apartment units are "target housing," as defined at 40 C.F.R. § 745.103.

7. Based on information obtained by EPA on or about April 27, 2007, relating to Respondent's contracts to lease its target housing described above, EPA alleges that Respondent violated Section 409 of TSCA and 40 C.F.R. Part 745, Subpart F, as follows:

a. Pursuant to 40 C.F.R. § 745.107(a)(1), a Lessor shall provide the Lessee an EPA-approved lead hazard information pamphlet before the Lessee is obligated under any contract to lease target housing. Respondent failed to provide Lessee an EPA-approved pamphlet in at least two leases.

b. Pursuant to 40 C.F.R. § 745.107(a)(2), a Lessor shall disclose to the Lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing. Respondent failed to disclose to the Lessee the presence of any known lead-based paint in at least two leases.

c. Pursuant to 40 C.F.R. § 745.107(a)(3), a Lessor shall disclose to each Agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing, and the existence of any available records or reports pertaining to lead-based paint. Respondent failed to disclose to the Agent the presence of any known lead-based paint, and the existence of any records or reports, in at least one lease.

d. Pursuant to 40 C.F.R. § 745.107(a)(4), a Lessor shall provide to the Lessee any records or reports available to the Lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing. Respondent failed provide to the Lessee any records or reports in at least one lease.

e. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing shall include, as an attachment to or within the contract, the Lead Warning Statement. Respondent failed to include an appropriate statement in at least one lease.

f. Pursuant to 40 C.F.R. § 745.113(b)(2), each contract to lease target housing shall include, as an attachment to or within the contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. Respondent failed to include an appropriate statement in at least one lease.

g. Pursuant to 40 C.F.R. § 745.113(b)(3), each contract to lease target housing shall include, as an attachment to or within the contract, a list of any records or reports available to the Lessor that pertain to lead hazard information, or an indication that no such list exists. Respondent failed to include the appropriate information in at least one lease.

h. Pursuant to 40 C.F.R. § 745.113(b)(4), each contract to lease target housing shall include in the contract for lease, a statement by the Lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard pamphlet required under 15 U.S.C. § 2696. Respondent failed to include the appropriate information in at least one lease.

i. Pursuant to 40 C.F.R. § 745.113(b)(5), each contract to lease target housing shall include, as an attachment to or within the contract, a statement by the one or more Agents involved in the transaction to lease target housing that the Agent(s) has informed the Lessor of the Lessor's obligations, and that the Agent(s) is aware of his duty to ensure compliance. Respondent failed to include the appropriate information in at least one lease.

j. Pursuant to 40 C.F.R. § 745.113(b)(6), each contract to lease target housing shall include in the contract for lease signatures of the Lessor, Agent, and Lessee certifying to the accuracy of their statements, as well as the dates of signature . Respondent failed to include the appropriate information in at least one lease.

IV. Consent Agreement

8. For the purposes of this CAFO, Respondent admits the jurisdictional allegations set forth Above, and neither admits nor denies the factual allegations.

9. Respondent waives its right to a hearing on the allegations contained herein, and its right to appeal the proposed final order accompanying the consent agreement.

10. Respondent consents to the assessment of the penalty proposed by EPA, and agrees to pay the civil penalty as set forth in this CAFO.

11. Respondent certifies that as of the date of its execution of this CAFO, it is in compliance with all relevant requirements of 40 C.F.R. Part 745, Subpart F.

12. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 16(a) of TSCA, for the specific violations alleged herein. Except as specifically provided in this CAFO, EPA reserves all other civil and criminal enforcement authorities, including the authority to address imminent hazards. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to Federal laws and regulations administered by EPA, and it is Respondent's responsibility to comply with said laws and regulations.

13. Complainant and Respondent agree to settle this matter by their execution of this CAFO. The parties agree that the settlement of this matter is in the public interest, and that this CAFO is consistent with the applicable requirements of 40 C.F.R. Part 745, Subpart F.

V. Terms of Settlement

14. Pursuant to 15 U.S.C. § 2615(a), TSCA Section 16(a), the nature of the alleged violation, Respondent's agreement to perform a Supplemental Environmental Project (SEP) and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of **One Thousand One Hundred Thirty One Dollars and Twenty Cents ($1,131.20)**.

15. Respondent consents to the issuance of this CAFO, and consents for purposes of settlement to the payment of the civil penalty as cited in the foregoing paragraph, and to the performance of the SEP set forth herein.

16. Respondent shall complete the following SEP, which the parties agree is intended to secure significant environmental or public health protection.

    a. Perform stabilization and abatement of lead-based paint and lead dust identified within the North Napier Apartments complex.

    b. The SEP is more specifically described in the scope of work attached hereto as Exhibit A, and incorporated herein by reference.

17. The total expenditure for the SEP shall not be less than **Eleven Thousand Dollars ($11,000)**. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report set forth herein.

18. a. Respondent shall submit a SEP Completion report to EPA within forty five (45) days after issuance of a clearance letter by the abatement contractor indicating completion of the SEP. The SEP Completion Report shall contain the following information:

(i). A detailed description of the SEP as implemented;

(ii). An affidavit from an authorized company official, attesting that the SEP has been completed, or explaining in detail any failure to complete;

(iii). Copies of appropriate documentation, including invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation, unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

b. Respondent shall submit all reports required by this CAFO by first class mail or overnight delivery service to the following:

Kevin Woodruff
Lead and Children's Health
Management Section
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303.

19. Respondent agrees that failure to submit the SEP Completion Report required as set forth herein above shall be deemed a violation of this CAFO, and Respondent shall become liable for stipulated penalties pursuant to paragraph 21 below.

20. Respondent's agrees that EPA may inspect the facility at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

21. If Respondent fails to comply with any of the terms or provisions of this CAFO relating to the performance of the SEP and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in

paragraph 17 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

a. Except as provided in subparagraph (b) immediately below, if the SEP is not completed satisfactorily, Respondent shall pay a stipulated penalty to the United States in the amount of **Sixteen Thousand One Hundred Sixty Dollars ($16,160)**.

b. If the SEP is not completed satisfactorily, but the EPA determines that the Respondent has made good faith and timely efforts to complete the SEP, and has certified with supporting documentation that at least 90 percent of the minimum amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.

c. If the SEP is satisfactorily completed, and Respondent spent at least 90 percent of the minimum amount of money required to be spent for the SEP, Respondent shall not be liable for any stipulated penalty.

d. If the SEP is satisfactorily completed, but the Respondent spent less than 90 percent of the minimum amount of money required to be spent for the SEP, Respondent shall pay a stipulated penalty of **One Thousand Six Hundred Sixteen Dollars ($1,616)**.

e. For failure to timely submit a SEP Completion Report required by paragraph 18(a) above, Respondent shall pay a stipulated penalty in the amount of One Hundred Dollars ($100) for each day the report is late.

f. The determination of whether the SEP has been satisfactorily completed, and whether the Respondent has made a good faith and timely effort to implement and complete the SEP shall be at the sole discretion of EPA.

g. Payment of stipulated penalties shall be due not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of paragraphs 26 and 27 below.

22. Respondent certifies that, as of the date this CAFO is signed, Respondent is not required to perform any part of the SEP by any federal, state or local law, regulation, permit or order, or by any agreement or grant. Respondent further certifies that it has not received, and is not negotiating to receive, credit for any part of the SEP in any other enforcement action of any kind.

23. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

24. Any public statement, oral or written, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of Section 409 of the Toxic Substance Control Act, 15 U.S.C. § 2689."

VI. Final Order

25. Respondent is assessed a civil penalty of **ONE THOUSAND ONE HUNDRED THIRTY ONE DOLLARS and TWENTY CENTS ($1,131.20)** which shall be paid within 30 days from the effective date of this CAFO.

26. Respondent shall remit the civil penalty by either a cashier's or certified check made payable to the "Treasurer, United States of America," and shall send the check to the following address by U.S. Postal Service:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000.

The check shall reference on its face the name of the Respondent and Docket Number of this CAFO.

27. At the time of payment, Respondent shall send a separate copy of the check and a written statement that the payment has been made in accordance with this CAFO, to each of the following persons at the following addresses:

Regional Hearing Clerk
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960;

Kevin L. Woodruff
Lead and Children's Health
Management Section
U.S. EPA Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960;

and,

Saundi Wilson
Office of Environmental Accountability
U.S. EPA - Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960.

28. For the purposes of state and federal income taxation, Respondent shall not be entitled, and agrees not to attempt, to claim a deduction for any civil penalty payment made pursuant to this CAFO. Any attempt by Respondent to deduct any such payments shall constitute a violation of this CAFO.

29. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a

delinquent claim. Interest will therefore begin to accrue on the civil penalty from the date of entry of this CAFO, if the penalty is not paid by the date required. A charge will also be assessed to cover the administrative costs, both direct and indirect, of overdue debts. In addition, a late payment penalty charge shall be applied on any principal amount not paid within 90 days of the due date.

30. Complainant and Respondent shall bear their own costs and attorney fees in this matter.

31. This CAFO shall be binding upon the Respondent, its successors and assigns.

32. The undersigned representative of the party to this CAFO certifies that he or she is fully authorized by the party represented to enter into this CAFO and legally binds that party to this CAFO.

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VII. Effective Date

33. The effective date of this CAFO shall be the date on which the CAFO is filed with the Regional Hearing Clerk.

AGREED AND CONSENTED TO:

Respondent: MULLIS and GRIFFIN PROPERTIES, d/b/a NORTH NAPIER APARTMENTS
Docket No.: TSCA-04-2009-2634(b)

By: _____ (Signature) Date: July 21 09

Name: Michael C Griffin (Typed or Printed)

Title: Owner (Typed or Printed)

Complainant: U.S. Environmental Protection Agency

By: _____ Date: 7/27/09

Carol L. Kemker
Acting Director
Air, Pesticides and Toxics
Management Division
61 Forsyth Street
Atlanta, Georgia 30303-8960

APPROVED AND SO ORDERED this 22nd day of September, 2009.

By: _____

Susan B. Schub
Regional Judicial Officer

Exhibit A

2634(b)

Additional Lead-Based Paint Testing And Cost Estimate (Addendum to the report dated June 12, 2008)

GEC Job No: MCE-09-3837A
Additional Survey Completion Date: April 9, 2009

4017 North Napier Avenue
Macon, Georgia, 31208
Year Built: 1968

Property Owner:

Mullis & Griffin Properties
P.O. Box 6292
Macon, Georgia 31208

Prepared For:

Mullis & Griffin Properties,
North Napier Apartments
P.O. Box 6292
Macon, GA 31208
(478) 742-0620

Prepared By:

Geotechnical & Environmental
Consultants, Inc.
514 Hillcrest Industrial Boulevard
Macon, GA 31204
(478) 757-1606

LEAD INSPECTOR: Todd K. Peterman
GA LEAD RISK ASSESSOR # 70R-0307-7897
Expiration: August 30, 2009

GEC

TABLE OF CONTENTS

GEC

April 21, 2009

Mr. Mike Griffin
Mullis & Griffin Properties
P.O. Box 6292
Macon, Georgia 31208

Subject: Lead-Based Paint Inspection (Addendum) Report for additional sampling at the Multi-Family Property Located at:
North Napier Apartments
4017 Napier Avenue
Macon, GA 31208

Dear Mr. Griffin:

Please find enclosed the lead inspection report for the additional sampling performed at the Multi-family apartment community located at **4017 North Napier Avenue, Macon, Georgia 31208.** The XRF survey was performed within current acceptable industry guidelines – Housing and Urban Development (HUD) Guidelines Chapter 7 (Revised 1997) and Georgia Regulations.

The additional sampling was performed to determine the exact location of the components that tested positive in the previous inspection. The window accents were determined by the representative sampling to be positive for lead-based paint in the previous survey, therefore a 100 percent audit of all window accents were performed during this inspection. This will delineate the extent of the contaminated components, which will lower the abatement cost.

Geotechnical & Environmental Consultants, Inc. conducted a lead paint inspection at the above-referenced site. The property is a Multi-family apartment community.

Geotechnical & Environmental Consultants, Inc. used a Niton XLP-303A X-ray fluorescence (XRF) lead paint analyzer to sample paint for lead. XRF Instrument serial # 15288 was used on this job.

Licensed Georgia Lead Inspector Todd K. Peterman (License No. GA 60-INSO-0808-7897, Expiration Date August 30, 2009) tested this site on April 7th and. 8th, 2009.

Geotechnical & Environmental Consultants, Inc. has determined that there is lead-based paint in or on the structure, and lead hazard reduction activities will be required.

If you have any questions and/or comments, please contact us directly at (478) 757-1606.

Sincerely,

Robert L. Holden for

TODD K. PETERMAN
GA Lead-Based Paint Inspector # 60-INSO-0808-7897
GA Risk Assessor, Lead Hazards # 70-RAO-0808-7897

Enclosure

GEC

II. EXECUTIVE SUMMARY

Geotechnical & Environmental Consultants, Inc. has been authorized to perform additional lead-based paint test at the property located at **4017 North Napier Avenue, Macon, Georgia 31208.** The property is owned by Mullis & Griffin Properties, P.O. Box 6292, Macon, Georgia 31208. Geotechnical & Environmental Consultants, Inc. tested all accessible window accents on the buildings exterior to determine the exact location of all LBP covered components. The previous survey issued on June 26, 2008 indicated only one window accent that was positive for LBP, therefore a 100 percent inspection of all window accents was performed, and if the window accent was inaccessible it will be assumed to contain LBP and will have to be abated. The drawings in section V of this addendum report will show the locations and number of accents that will have to be abated.

The survey of the painted components was performed using a Niton XLP-303A X-ray Fluorescence (XRF) meter. The data collected is in the section titled "XRF Results.

III. SCOPE OF INSPECTION

A. Building Background

The property located at **4017 North Napier Avenue, Macon, Georgia 31208** is a multi-family apartment complex known as The North Napier Apartments. This property was built in 1968 and has recently been audited by the U.S. Environmental Protection Agency (EPA).

B. Preface

Geotechnical & Environmental Consultants, Inc. has been contracted to perform lead-based paint testing of the above-referenced multi-family apartment community to determine the possible presence, condition, location and amount of lead paint. The testing was conducted on **April 7th and 8th, 2009.**

C. Training

The inspector utilized by Geotechnical & Environmental Consultants, Inc. has EPA/State licensure and is a licensed Lead Risk Assessor. All technicians utilized by Geotechnical & Environmental Consultants, Inc. have also been trained in the use, calibration and maintenance of the X-ray Fluorescence (XRF) equipment they currently use, along with necessary principles of Radiation Safety.

D. Equipment

XRF Instrument serial # 15288 was used on this job. The instrument was last serviced on **January, 2009.** See Appendix VIII for XRF Performance Characteristic Sheets (PCS).

E. Inspection Company

The inspection was performed by an Inspector/Risk Assessor employed by Geotechnical & Environmental Consultants, Inc., 514 Hillcrest Industrial Boulevard, Macon, GA 31204 (License number GA 10-0799-161-30, Expiration Date February 18, 2010). The company's telephone number is (478) 757-1606.

F. Methods

The calibration of the Niton XLP-303A is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. These XRF instruments are calibrated using the calibration standard block of known 1.0mg/cm^2 lead content. Three calibration readings are taken at the beginning of the work day and at the end of each work day or within four hours after the testing starts to insure manufacturer's standards are met. If for any reason the instrument is not maintaining a consistent calibration reading within the manufacturer's standards for performance on the calibration block supplied by the manufacturer, manufacturer's recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

G. Findings

This property is a multi-family apartment community. The Chapter 7 Multi-Family Testing Rules were followed.

Geotechnical & Environmental Consultants, Inc. determined that only the exterior window accent components contain lead in amounts greater than or equal to 1.0mg/cm^2 in paint.

H. Conclusions

The components listed **in Section IV were determined to be positive for lead paint,** as defined by Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) and the Georgia Department of Natural Resources Environmental Protection Division (EPD) as containing lead in concentrations greater than or equal to 1.0mg/cm^2.

When evaluating this report, it is assumed (Chapter 7, HUD Guidelines), that **if one testing combination (ex: living room/window sill/wood) in an interior or exterior room equivalent is found to be positive for lead-based paint, then all other similar testing combinations in that room equivalent are also assumed to be positive for lead-based paint. The exception to this assumption is when 100% of the similar testing combinations in the room equivalent are tested. In addition, all testing combinations not tested are assumed to be positive for lead-based paint.**

This inspection is done in accordance with Lead Safe Housing Rule 24 CFR Part 25, subpart F as amended June 21, 2004. The sample results are presented in Section VI. The surface conditions were all intact at the time of inspection. In compliance with "HUD's Final Rule," potential hazards will need to be reduced by stabilizing all deteriorated lead-based paint in housing built before 1978, unless the property is exempt. Upon completion of paint stabilization activities, HUD requires a clearance examination to determine that paint stabilization efforts were performed adequately. Paint stabilization means to repair any defect in the substrate or any defect in a building component that is causing the paint deterioration and to remove all loose paint and other loose material from the surface to be treated utilizing lead-safe work practices, and to apply a new protective coating or paint.

In general:
Testing combinations found to be in "intact" condition require no action. They should, however, be inspected visually by a LBP professional on at least an annual basis for evidence of deterioration. Testing combinations found to be in "fair" or "poor" condition should at a minimum undergo paint film stabilization using lead-safe work practices. If these testing combinations are part of friction or impact surfaces (e.g., window assemblies and door assemblies), they should be removed and replaced rather than stabilized. This typically increases the cost per component or assembly by at least 50%.

The Final Rule specifies who can perform paint stabilization of deteriorated surfaces. The repair contractor must either be supervised by a certified lead paint abatement supervisor, or successfully complete one of several courses approved by HUD. A list of contractors who are under the supervision of a certified lead paint abatement supervisor can be provided by the State or EPA Lead Control Office. Contractors who are also able to perform the work must be able to document that they have successfully completed a qualifying course.

Examples of such courses follow:

1. An accredited lead abatement supervisor course;
2. An accredited lead-based paint worker course;
3. "The Lead-Based Paint Maintenance Training Program" developed by the National Environmental Training Association for EPA and HUD;
4. "The Remodeler's and Renovator's Lead-Based Paint Training Program" prepared by HUD and the National Association of the Remodeling Industry (NARI); and
5. Any course approved by HUD after consultation with EPA for this purpose.

The management company will determine, with EPA, whether lead hazard reduction will need to be performed at the property.

A Clearance Examination will include a visual evaluation of all surfaces that were determined to be defective during the initial inspection, and collection of dust samples. It should be determined that the deteriorated paint surfaces have been eliminated and that no settled dust lead hazards exist in the dwelling or unit. The clearance report must be signed by a Certified/Licensed Lead Inspector/Risk Assessor.

Clearance testing will be performed on the structures that were determined to have deteriorated lead-based paint above the de minimis levels (2 square feet or 10% of a component with a small surface area, such as interior window sills, baseboards and trim or 20 square feet on exterior surfaces).

Some painted surfaces may contain levels of lead below 1.0 mg/cm^2; these components could create lead dust or lead contaminated soil hazards if the paint is turned into dust by abrasion, scraping or sanding. If conditions of intact paint surfaces become destabilized, these conditions will need to be addressed in the future. If any construction or modernization work is done on the premises, this report should be given to the contractors as well as the tenants.

If the lead evaluation results indicate the presence of lead-based paint, the prospective owner may wish to obtain, at the prospective owner's expense, additional services of a lead-based paint inspector or risk assessor, certified for the State in which the property is located, to help understand the positive results. This person would review this report and may re-evaluate any areas in question and/or additional areas. Interpretations and possible actions may vary when only a few readings indicate the presence of lead-based paint.

I. Paint Stabilization Recommendations and Cost Estimate

A visual risk assessment was conducted to determine the presence of lead-based paint hazards based on condition and location of lead-based paint. "Hazardous lead-based paint" means lead-based paint that is present on a friction surface where there is evidence of abrasion, lead-based paint that is present on an impact surface that is damaged or otherwise deteriorated from impact, lead-paint that is present on a chewable surface, or any other deteriorated lead-based paint in any residential building or on the exterior of any residential building.

A) Deteriorated Lead-Based Paint – Stabilization Actions Required

- Twenty-four of the window accents tested positive or were assumed to be positive for LBP and will have to be abated.

B) Estimated cost of abatement of lead based paint components are from $10,000.00 to $12,000.00 for the abatement of the lead paint coated components.

This cost is estimated on the number of units that will have to be abated and area industry standards.

C) Hazard Control Method Standard Reevaluation Schedule and Type of Reevaluation

Abatement of lead-based-paint-covered components.

Reevaluate after abatement with final clearance testing.

All recommendations, findings, and conclusions stated in this report are based upon facts and circumstances, as they existed at the time of the inspection and at the time that this report was prepared. Quantities are approximate. Contractor shall field verify amount/size of lead-based paint components/surfaces.

IV: Positive XRF Results

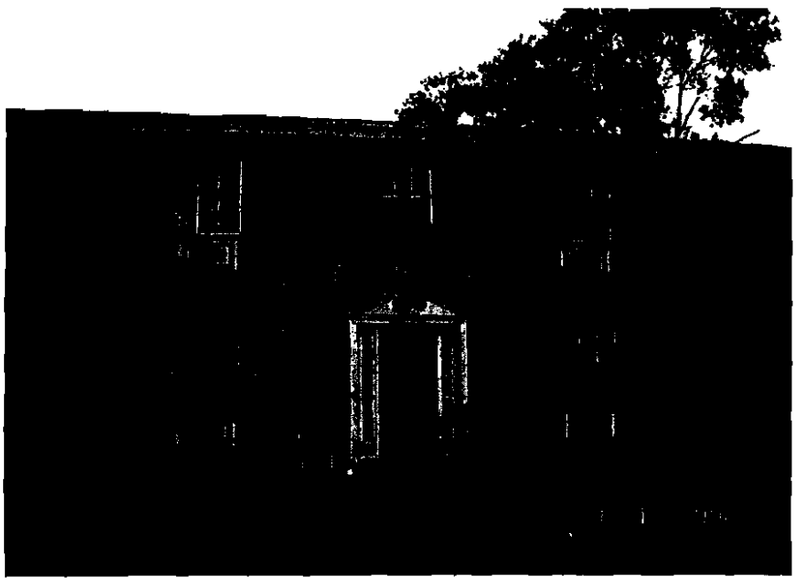
Interior:
The interior was not tested during this period.

Exterior:
Geotechnical & Environmental Consultants, Inc. determined that 24 of the window accents under each window component contain lead in amounts greater than or equal to 1.0mg/cm^2 in paint.

V. Floor Plans/Photo Log

PHOTOGRAPH SHEET	
	REMARKS

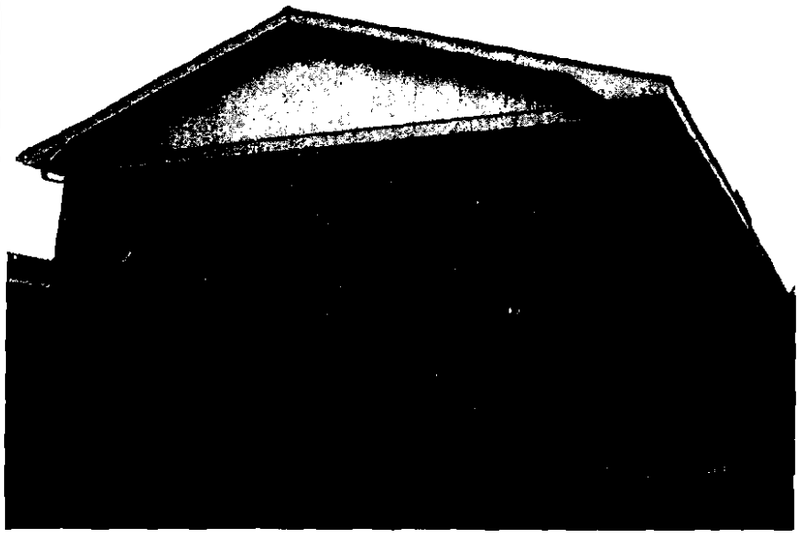
GEC

	**SIDE A**
	**WINDOW ACCENT POSITIVE FOR LBP.**

PHOTOGRAPH SHEET

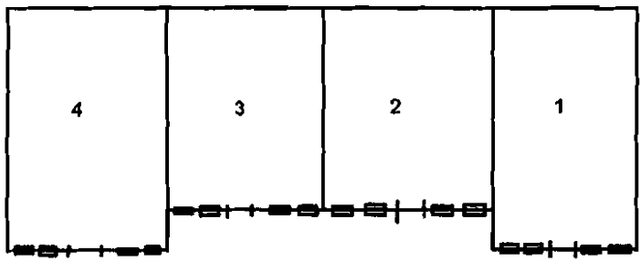
	REMARKS

GENERAL PHOTOGRAPH OF COMMUNITY

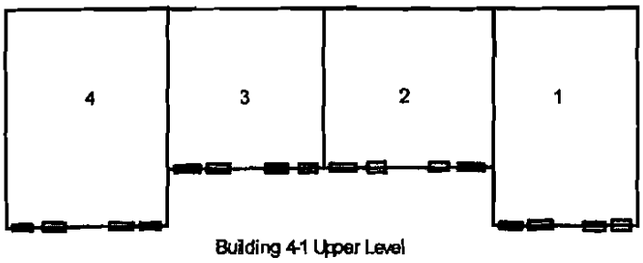


SIDE B

No areas tested positive for LBP.

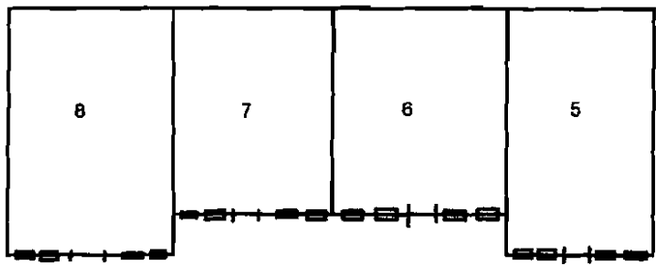


Building 4-1 Lower Level

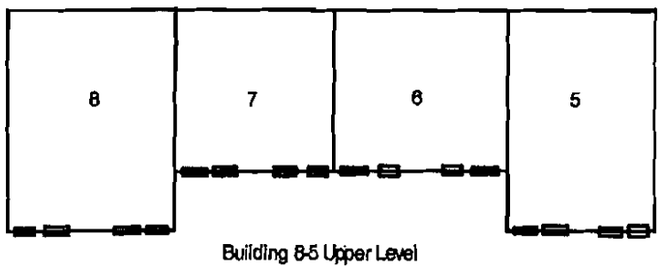


Building 4-1 Upper Level

Red areas indicate positive for LBP or no access. These will have to be assumed positive for LBP.

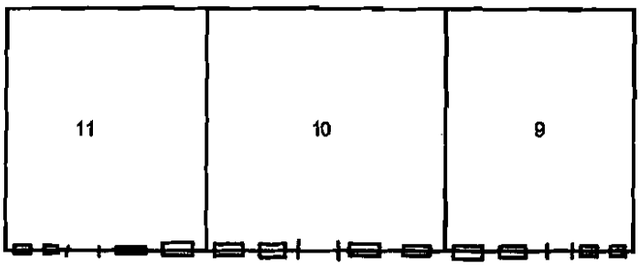


Building 8-5 Lower Level

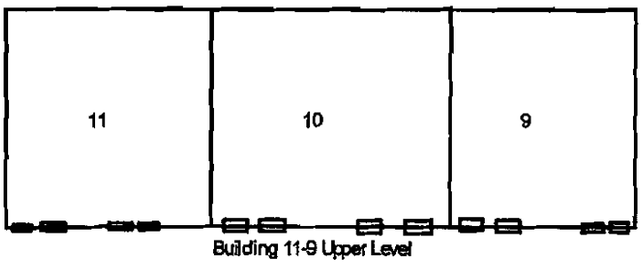


Building 8-5 Upper Level

No areas positive for LBP in these buildings.

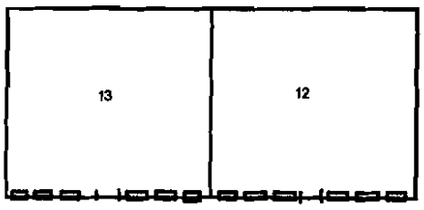


Building 11-9 Lower Level

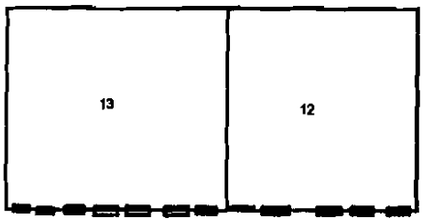


Building 11-9 Upper Level

No areas of LBP in these buildings

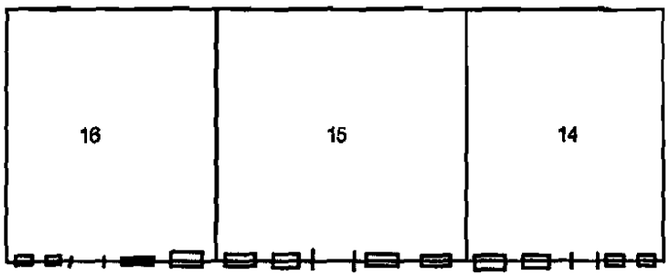


Lower Level Building 13-12

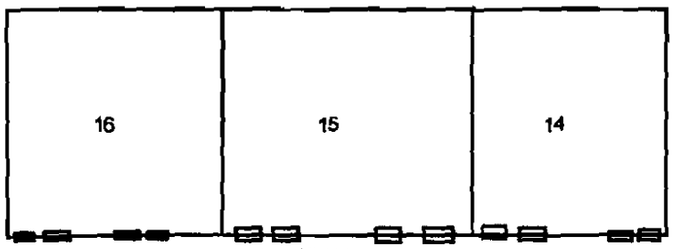


Upper Level Building 13-12

No areas positive for LBP in these buildings.

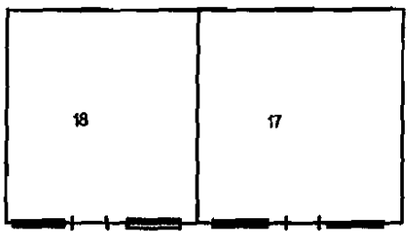


Building 16-14 Lower Level

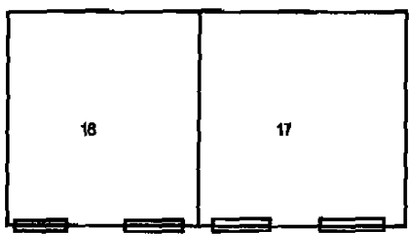


Building 16-14 Upper Level

Red indicates positive for LBP.

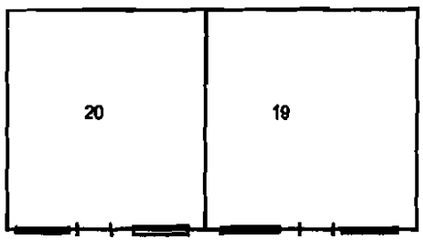


Buildings 18-17 Lower

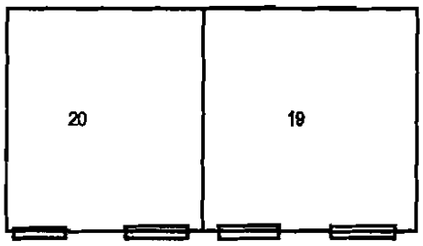


Buildings 18-17 Upper

Red indicates positive for LBP.

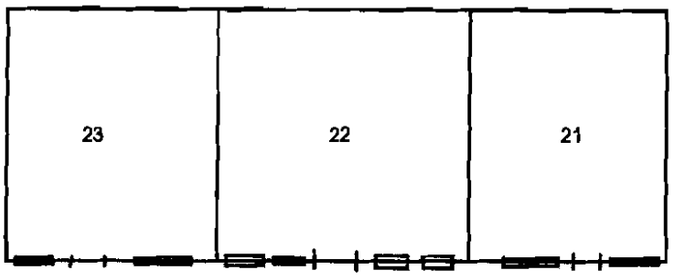


Buildings 19-20 Lower

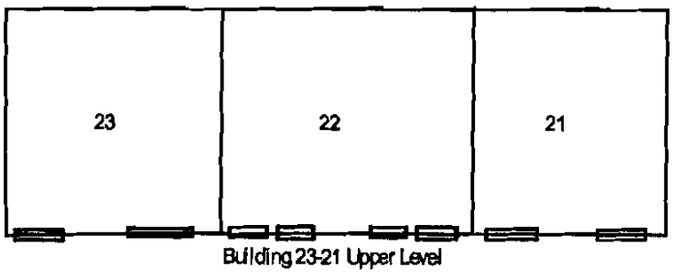


Buildings 19-20 Upper

RED areas positive for LBP in these buildings.

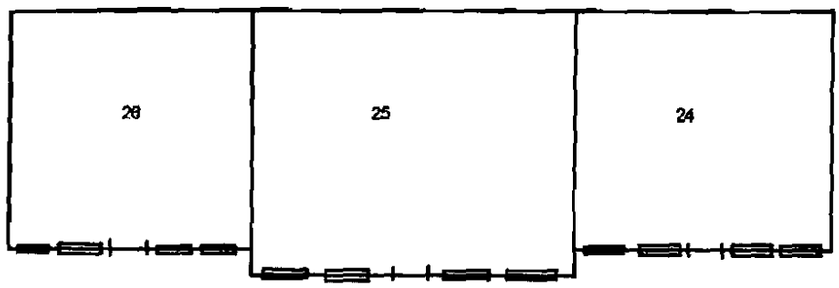


Building 23-21 Lower Level

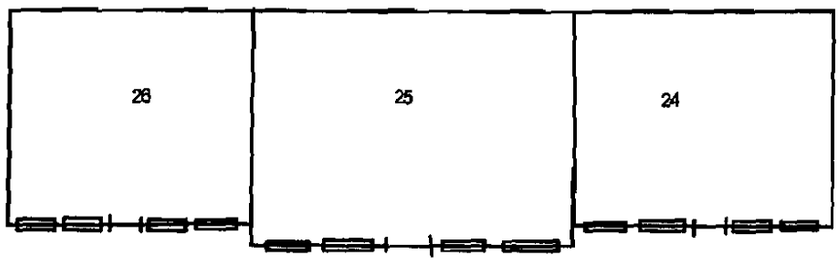


Building 23-21 Upper Level

Red areas indicate positive for LBP or no access. These will have to be assumed positive for LBP.



Building 24-26 Lower



Building 24-26 Upper

VI. XRF Results

GEC

VI. XRF Result Day 1

1							3.6
2		CALIBRATE				Positive	1.1
3		CALIBRATE				Positive	1.1
4		CALIBRATE				Positive	1.1
5	YELLOW	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
6	YELLOW	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0.9
7	YELLOW	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
8	YELLOW	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
9	YELLOW	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0.7
10	YELLOW	LOWER	BLDG 23-21	WOOD	PEELING	Positive	1.3
11	YELLOW	LOWER	BLDG 23-21	WOOD	PEELING	Positive	1.1
12	YELLOW	LOWER	BLDG 23-21	WOOD	PEELING	Positive	1.4
13	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
14	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
15	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
16	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
17	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
18	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
19	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
20	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Null	0
21	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
22	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
23	GREEN	LOWER	BLDG 23-21	WOOD	PEELING	Negative	0
24	GREEN	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0
25	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Positive	1.9
26	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0.7
27	GREEN	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0
28	GREEN	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0
29	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Positive	1.4
30	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Positive	1
31	GREEN	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0
32	GREEN	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0
33	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Null	1.1
34	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0.8
35	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Positive	1.4
36	GREEN	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0
37	GREEN	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0
38	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0.8
39	GREEN	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0.03
40	YELLOW	UPPER	BLDG 23-21	WOOD	PEELING	Negative	0.8
41	YELLOW	LOWER	BLDG 24-26	WOOD	PEELING	Negative	0.01
42	YELLOW	LOWER	BLDG 24-26	WOOD	PEELING	Negative	0.02
43	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.01
44	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.03
45	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.15

46	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.04
47	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.01
48	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
49	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.04
50	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.02
51	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Null	0.5
52	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.1
53	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Null	0.4
54	YELLOW	LOWER	BLDG 24-26	WOOD	FAIR	Negative	-0.09
55	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
56	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
57	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
58	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
59	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
60	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
61	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
62	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0.01
63	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
64	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
65	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
66	GREEN	LOWER	BLDG 24-26	WOOD	FAIR	Negative	0
67	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
68	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Null	0.9
69	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Null	1
70	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Null	1.2
71	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Null	0.9
72	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0.4
73	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0.4
74	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
75	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
76	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Null	0.17
77	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Negative	-0.01
78	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0.12
79	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
80	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
81	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0.4
82	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Positive	1.9
83	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
84	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
85	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Null	1.1
86	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0.27
87	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Positive	1.1
88	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
89	GREEN	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0
90	YELLOW	UPPER	BLDG 24-26	WOOD	FAIR	Negative	0.4
91	YELLOW	LOWER	BLDG 19-20	WOOD	FAIR	Negative	0
92	YELLOW	LOWER	BLDG 19-20	WOOD	FAIR	Negative	0.01
93	YELLOW	LOWER	BLDG 19-20	WOOD	FAIR	Negative	0

94	YELLOW	LOWER	BLDG 19-20	WOOD	FAIR	Negative	0.02
95	GREEN	LOWER	BLDG 19-20	WOOD	FAIR	Negative	0.02
96	GREEN	LOWER	BLDG 19-20	WOOD	FAIR	Negative	0
97	GREEN	LOWER	BLDG 19-20	WOOD	FAIR	Negative	0
98	GREEN	LOWER	BLDG 19-20	WOOD	FAIR	Negative	0.01
99	GREEN	UPPER	BLDG 19-20	WOOD	PEELING	Negative	0.03
100	YELLOW	UPPER	BLDG 19-20	WOOD	PEELING	Null	1.1
101	YELLOW	UPPER	BLDG 19-20	WOOD	PEELING	Null	1.3
102	YELLOW	UPPER	BLDG 19-20	WOOD	PEELING	Null	0.9
103	YELLOW	UPPER	BLDG 19-20	WOOD	PEELING	Negative	0.6
104	YELLOW	UPPER	BLDG 19-20	WOOD	PEELING	Positive	1.4
105	GREEN	UPPER	BLDG 19-20	WOOD	PEELING	Negative	0
106	GREEN	UPPER	BLDG 19-20	WOOD	PEELING	Negative	0.21
107	YELLOW	UPPER	BLDG 19-20	WOOD	PEELING	Negative	0.8
108	YELLOW	UPPER	BLDG 19-20	WOOD	PEELING	Negative	0.6
109	GREEN	UPPER	BLDG 19-20	WOOD	PEELING	Negative	0.01
110	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0.01
111	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0.6
112	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0
113	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0
114	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0.3
115	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0.19
116	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Null	0.6
117	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0.4
118	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Null	0.24
119	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0.25
120	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Null	0.1
121	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Null	0.3
122	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0.3
123	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0
124	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Null	0
125	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Null	0
126	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0
127	YELLOW	LOWER	BLDG 16-14	WOOD	PEELING	Negative	0.01
128	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0.01
129	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0
130	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0
131	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0.4
132	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0
133	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0
134	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0
135	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0.18
136	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0
137	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0
138	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0.4
139	GREEN	LOWER	BLDG 16-14	WOOD	INTACT	Negative	0
140	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0
141	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.5

142	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.8
143	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.09
144	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.4
145	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.4
146	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.21
147	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.5
148	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.6
149	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.4
150	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.4
151	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.3
152	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.3
153	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.26
154	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.3
155	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.5
156	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.4
157	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0
158	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.3
159	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.3
160	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0
161	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.29
162	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.4
163	YELLOW	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.3
164	GREEN	UPPER	BLDG 16-14	WOOD	INTACT	Negative	0.5
165		CALIBRATE				Positive	1
166		CALIBRATE				Positive	1.1
167		CALIBRATE				Positive	1.1
168							3.46
169							3.53
170		CALIBRATE				Positive	1
171		CALIBRATE				Null	1
172		CALIBRATE				Positive	1.1
173		CALIBRATE				Positive	1.1
174	YELLOW	LOWER	BLDG 18-17	WOOD	PEELING	Negative	0.3
175	YELLOW	LOWER	BLDG 18-17	WOOD	PEELING	Null	0.6
176	YELLOW	LOWER	BLDG 18-17	WOOD	PEELING	Negative	0.5
177	YELLOW	LOWER	BLDG 18-17	WOOD	PEELING	Negative	0.19
178	YELLOW	LOWER	BLDG 18-17	WOOD	PEELING	Negative	0.7
179	GREEN	LOWER	BLDG 18-17	WOOD	PEELING	Negative	0.02
180	GREEN	LOWER	BLDG 18-17	WOOD	PEELING	Negative	0.6
181	GREEN	LOWER	BLDG 18-17	WOOD	PEELING	Positive	1.2
182	GREEN	LOWER	BLDG 18-17	WOOD	PEELING	Positive	1.4
183	GREEN	UPPER	BLDG 18-17	WOOD	PEELING	Positive	1.6
184	YELLOW	UPPER	BLDG 18-17	WOOD	PEELING	Positive	1.4
185	YELLOW	UPPER	BLDG 18-17	WOOD	PEELING	Null	0.8
186	YELLOW	UPPER	BLDG 18-17	WOOD	PEELING	Negative	0.4
187	GREEN	UPPER	BLDG 18-17	WOOD	PEELING	Negative	0.7
188	GREEN	UPPER	BLDG 18-17	WOOD	PEELING	Negative	0.01
189	YELLOW	UPPER	BLDG 18-17	WOOD	PEELING	Negative	0.01

190	YELLOW	UPPER	BLDG 18-17	WOOD	PEELING	Negative	0.27
191	GREEN	UPPER	BLDG 18-17	WOOD	PEELING	Negative	0.02
192	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.6
193	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.21
194	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.4
195	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.11
196	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Null	0.3
197	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.14
198	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.5
199	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.4
200	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.15
201	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.4
202	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.3
203	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Null	0.09
204	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.15
205	YELLOW	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.27
206	GREY	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0
207	GREY	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0
208	GREY	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0.01
209	GREY	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0.02
210	GREEN	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0
211	GREEN	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0
212	GREEN	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0
213	GREEN	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0
214	GREEN	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0
215	GREEN	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0.8
216	GREEN	LOWER	BLDG 4-1	WOOD	INTACT	Negative	0
217	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Null	0
218	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0
219	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0
220	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0
221	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0
222	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0
223	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0
224	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0
225	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0
226	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Null	1
227	GREEN	LOWER	BLDG 4-1	WOOD	PEELING	Negative	0.5
228	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.16
229	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.3
230	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.23
231	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.27
232	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0
233	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.5
234	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Null	0.4
235	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.4
236	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.7
237	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.4

238	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.4
239	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.5
240	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.4
241	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.4
242	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.4
243	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Null	1.5
244	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.6
245	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0
246	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.5
247	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.27
248	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.5
249	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0
250	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.7
251	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.4
252	YELLOW	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.24
253	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.01
254	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0
255	GREY	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0
256	GREY	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0
257	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.01
258	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.22
259	GREY	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0
260	GREY	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0.01
261	GREEN	UPPER	BLDG 4-1	WOOD	PEELING	Negative	0
262		CALIBRATE				Null	1
263		CALIBRATE				Negative	0.9
264		CALIBRATE				Positive	1.1
265		CALIBRATE				Negative	0.9
266							3.51

VI. XRF Result Day 2

1							3.75
2		CALIBRATE				Positive	1.1
3		CALIBRATE				Null	1
4		CALIBRATE				Positive	1
5		CALIBRATE				Positive	1.1
6	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
7	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
8	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0.5
9	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0.15
10	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0.09
11	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0.28
12	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0.15
13	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0.07
14	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0.14
15	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
16	YELLOW	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
17	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
18	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0.01
19	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
20	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
21	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
22	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
23	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
24	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
25	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Null	0
26	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
27	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
28	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
29	GREEN	LOWER	BLDG 13-12	WOOD	INTACT	Negative	0
30	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0
31	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.22
32	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Null	0.27
33	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.16
34	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.01
35	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0
36	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.22
37	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.7
38	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0
39	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0
40	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.12
41	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Null	0.3
42	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.27
43	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0
44	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.01
45	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.6

46	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.24
47	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.01
48	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0
49	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.3
50	YELLOW	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0.2
51	GREEN	UPPER	BLDG 13-12	WOOD	INTACT	Negative	0
52	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.5
53	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.7
54	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.8
55	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.6
56	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0
57	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0
58	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.4
59	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.7
60	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.5
61	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Null	0.9
62	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.8
63	YELLOW	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.6
64	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.6
65	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.4
66	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.5
67	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.3
68	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.4
69	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.01
70	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0
71	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.3
72	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.6
73	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.7
74	GREEN	LOWER	BLDG 8-5	WOOD	INTACT	Negative	0.6
75	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.4
76	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.6
77	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.7
78	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.01
79	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0
80	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.6
81	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.6
82	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.29
83	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.4
84	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.5
85	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.3
86	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.6
87	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.5
88	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.6
89	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.5
90	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.3
91	GREEN	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.25
92	YELLOW	UPPER	BLDG 8-5	WOOD	INTACT	Negative	0.5
93	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.5

94	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.13
95	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.19
96	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.16
97	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.23
98	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.21
99	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Null	0.2
100	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.18
101	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.5
102	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.16
103	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Null	0.5
104	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.15
105	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.07
106	YELLOW	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
107	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
108	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
109	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
110	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
111	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.4
112	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
113	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
114	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
115	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
116	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
117	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0
118	GREEN	LOWER	BLDG 11-9	WOOD	FAIR	Negative	0.08
119	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.26
120	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.3
121	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.4
122	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.26
123	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.6
124	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.12
125	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.3
126	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0
127	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.4
128	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.3
129	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.3
130	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.3
131	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.13
132	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.23
133	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.4
134	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.6
135	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.5
136	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.28
137	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0
138	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.3
139	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.3
140	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.2
141	YELLOW	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.3

142	GREEN	UPPER	BLDG 11-9	WOOD	FAIR	Negative	0.4
143		CALIBRATE				Positive	1
144		CALIBRATE				Positive	1.1
145		CALIBRATE				Null	1
146		CALIBRATE				Null	1
147		CALIBRATE				Positive	1
148							3.35

VII License/Certifications

Georgia Department of Natural Resources
4220 International Parkway, Suite 100, Atlanta, Georgia 30354
Noel Holcomb, Commissioner
Carol A. Couch, Ph.D, Director
Environmental Protection Division
404/362-2675

RADIOACTIVE MATERIALS PROGRAM

GEORGIA RADIOACTIVE MATERIALS LICENSE

Pursuant to the Georgia Radiation Control Act O.C.G.A. 31-13 (H.B. 947) 1990 and the Georgia Department of Natural Resources Rules and Regulations, designated Chapter 391-3-17, and in reliance on statements and representations heretofore made by the licensee designated below, a license is hereby issued authorizing such licensee to transfer, receive, possess, and use the radioactive material(s) designated below; and to use such radioactive materials for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules and regulations of the Georgia Department of Natural Resources and orders issued by the Department, now or hereafter in effect, and to any condition specified below.

Page 1 of 5 Pages
License Number GA 1388-1
Amendment Number .07
Corrected Copy

License (1. Name and 2. Address)

Geotechnical & Environmental Consultants, Inc.
514 Hillcrest Industrial Boulevard
Macon, Georgia 31204-3472

3. In accordance with letter dated March 1, 2007, License Number GA 1388-1 is amended in its entirety to read as follows:

4. Expiration Date: December 31, 2009

5. Telephone Number: 478-757-1606
Facsimile Number: 478-757-1608

6. RADIOACTIVE MATERIAL (ELEMENT AND MASS NUMBER)	7. CHEMICAL AND/OR PHYSICAL FORM	8. MAXIMUM QUANTITY LICENSEE MAY POSSESS AT ANY ONE TIME
A. Cesium-137	A. Sealed Source (Model number or Models which are registered in accordance with Rule 391-3-17.02(11)(l) or equivalent regulations of the US NRC or another Agreement State)	A. 15 sources, no single source to exceed 11 millicuries
B. Americium-241:Be	B. Sealed Source (Model number or Models which are registered in accordance with Rule 391-3-17.02(11)(l) or equivalent regulations of the US NRC or another Agreement State)	B. 15 sources, no single source to exceed 100 millicuries
C. Americium 241	C. Sealed Sources (Models which are registered in the Sealed Source & Device Catalog or with the Bureau of Radiological Health)	C. No single source to exceed 30 millicuries

Georgia Department of Natural Resources

Radioactive Materials License
Supplementary Sheet

6. RADIOACTIVE MATERIAL (ELEMENT AND MASS NUMBER)	7. CHEMICAL AND/OR PHYSICAL FORM	8. MAXIMUM QUANTITY LICENSEE MAY POSSESS AT ANY ONE TIME
D. Cadmium-109	D. Sealed Sources (Models which are registered in the Sealed Source & Device Catalog or with the Bureau of Radiological Health)	D. No single source to exceed 50 millicuries
E. Iron-55	E. Sealed Sources (Models which are registered in the Sealed Source & Device Catalog or with the Bureau of Radiological Health)	E. No single source to exceed 40 millicuries

9. AUTHORIZED USE

A. For use in a Troxler Electronic Laboratories, Inc. Model 3400 Series, 3411 B, 3430 and CPN International, Inc. Model MC-3 gauges to determine moisture and density content in construction materials.

B. For use in a Troxler Electronic Laboratories, Inc. Model 3400 Series, CPN International, Inc. Models MC-1, MC-3 and AC-2 devices and Humboldt Scientific, Inc. Model 5001-P to determine moisture and density content in construction materials and asphalt content respectively.

C., D. and E.

For use in Thermo Fisher Scientific Niton Environmental Analyzer XII series and XLp series.

CONDITIONS

10. Radioactive material shall be stored at 514 Hillcrest Industrial Boulevard, Macon, Georgia 31204, and at 6202 W. Hamilton Park Drive, Columbus, Georgia 31909. Radioactive material may be used only at temporary job sites of the licensee anywhere in the State of Georgia. This condition does not prohibit use in other Agreement States and States under the jurisdiction of the U.S. Nuclear Regulatory Commission under reciprocity procedures that may be established by an Agreement State or the U.S. Nuclear Regulatory Commission.

Georgia Department of Natural Resources
Radioactive Materials License
Supplementary Sheet

Conditions (continued)

11. The licensee shall comply with the provisions of Georgia Department of Natural Resources Rule 391-3-17-.03, "Standards for Protection Against Radiation. Amended.", Rule 391-3-17-.06, "Transportation of Radioactive Material. Amended.", and Rule 391-3-17-.07, "Notices, Instructions and Reports to Workers: Inspections. Amended."

12. In accordance with DNR Board Policy adopted May 28, 2003 the fees associated with this license, fee category, C. 11, are:

Application Fee	$ 500.00	Annual Fee	$1000.00
Amendment Fee	$ 350.00	Non-routine Inspection Fee	$1200.00

Checks for the fees should be made payable to the Department of Natural Resources, Radioactive Materials Program, and mailed to the following address:

Radioactive Materials Fees
P.O. Box 101161
Atlanta, GA 30392

Mail license applications, amendment, and renewal requests the same day as the check to the following address:

Radioactive Materials Program
4220 International Parkway, Suite 100
Atlanta, GA 30354

Annual fees are billed by the Department at the beginning of each fiscal year.

13. The Radiation Safety Officer in this program shall be Jerry B. Williams.

14. Licensed material shall be used by, or under the supervision of Jerry B. Williams, or by individuals who have successfully completed the manufacturer's training program, have received copies of the licensee's operating and emergency procedures, and have been designated by the Radiation Safety Officer. Records/Certificates shall be maintained for Department inspection.

15. Each portable gauge shall have a lock or outer locked container designed to prevent unauthorized or accidental removal of the sealed source from its shielded position. The gauge or its container must be locked when in transport, storage, or when not under the direct surveillance of an authorized use

Georgia Department of Natural Resources

Radioactive Materials License
Supplementary Sheet

Conditions (continued)

16. Except for maintaining labeling as required by 391-3-17.-03, the licensee shall obtain authorization from the Department before making any changes in the sealed source, device, or source-device combination that would alter the description or specifications as indicated in the Sealed Source Registry Issued either by the Department, an Agreement State or the Nuclear Regulatory Commission.

17. Maintenance or repair of portable devices involving removal of sealed sources from the devices or removal or dismantling of shielding may be performed only by the device manufacturer, or by persons specifically authorized by the Department, Agreement States, or the U.S. Nuclear Regulatory Commission to perform such services.

18. Sealed sources containing radioactive material shall not be opened or removed from their respective source holders by the licensee.

19. The licensee shall conduct a physical inventory every 6 months to account for all licensed material received and possessed under this license. The records of inventories shall be maintained for inspection by the Department and shall include the quantities and kinds of radioactive material, the manufacturer, model and serial number, location of sealed sources, and the date and name of the individual performing the inventory.

20. The licensee shall perform required tests for leakage or contamination at intervals not to exceed six (6) months in accordance with Rule 391-3-17-.03(8). Analysis of the tests shall be performed by Troxler, Regis Engineering or CPN or by other persons specifically authorized by the Department, the U.S. Nuclear Regulatory Commission, or an Agreement State to perform such services.

21. The licensee shall maintain a current utilization log which shall be kept available for inspection by the Department, for three years from the date of the recorded event, showing for each sealed source the following information:

    A. A unique identification, such as a serial number, for each portable gauge in which a sealed source is located;
    B. The identity of the individual to whom assigned;
    C. Locations where used and dates of use; and
    D. The date(s) each source is removed from storage and returned to storage

Georgia Department of Natural Resources

Radioactive Materials License
Supplementary Sheet

Conditions (continued)

22. The licensee shall notify the Radioactive Materials Program, Georgia Department of Natural Resources, of each operation conducted under the license at a location other than that specified in item 2 above when such operation continues for more than 60 days. The licensee shall also notify this office upon cessation of such operation.

23. The Licensee shall not vacate or release to unrestricted use a field office or storage location whose address is identified in condition 10, without prior Department approval.

24. Except as specifically provided otherwise in this license, the licensee shall conduct its program in accordance with statements, representations, and procedures contained in the documents, including any enclosures listed below:

    A. Application with enclosures dated March 4, 2005, and signed by Jerry B. Williams, RSO.
    B. Letter with enclosures dated August 10, 2005, and signed by Jerry B. Williams, RSO.
    C. Letter with enclosures dated August 16, 2006, and signed by Jerry B. Williams, RSO.
    D. Letter with enclosures dated August 16, 2006 and revised January 9, 2007, signed by Jerry B. Williams, RSO.
    E. Letter and attachments dated March 1, 2007 and signed by Jerry B. Williams, RSO and David F. Prince, Environmental Specialist.

The Georgia Department of Natural Resources' regulations shall govern unless the statements, representations and procedures in the licensee's application and correspondence are more restrictive than the Regulations.

FOR THE DEPARTMENT OF NATURAL RESOURCES

Date: March 16, 2007 BY Cynthia Sanders

Cynthia Sanders

Certificate of Achievement

Todd Peterman

Geotechnical & Environmental Consultants

Has successfully completed the
Thermo Fisher Scientific NITON Analyzers Manufacturer's Training Course
and is now certified in radiation safety and monitoring, device operation,
and machine maintenance of the NITON XRF Analyzer.
Certificate issued by Thermo Fisher Scientific NITON Analyzers
(CEU's - The ABIH Awards 1 CM point, approval # 06-1579)

ThermoFisher SCIENTIFIC

Training Coordinator	*00330000002fdr*
	Certificate Number
Director of Training	*2007 Feb 08 / Duluth, GA*
	Date & Site of Course

Georgia Environmental Protection Division
Lead-Based Paint Certified Firm License

Carol A. Couch, Ph. D., Director
4244 International Parkway, Suite 104
Atlanta, Georgia 30354

This Is To Certify That

GeoTechnical & Environmental Consultants, Inc.

Thomas Driver

Owner/President

Having Satisfied the Requirements of The Georgia Lead Poisoning Prevention Act, O.C.G.A. 31-41-1, et seq and the Rules for Lead-Based Paint Abatement, Certification, and Accreditation, Chapter 391-3-24, The Above Referenced Firm is Hereby Certified To Perform Lead-Based Paint Activities Within the State of Georgia. This License May Be Subject to Revocation, Suspension, Modification or Amendment by the Director for Cause Including Evidence of Noncompliance or For Any Misrepresentation Made in the Application, Supporting Data Entered Therein or Attached Thereto, or Any Subsequent Submittals or Supporting Data; or Any Alterations Affecting the Ability to Perform Duties Properly. Certification Holder Agrees to Use Only Georgia Certified Individuals to Conduct Any Work Authorizations Granted By This License.

Issue Date	*Expiration Date*
3/26/2008	3/26/2009

Georgia Lead Firm License Number
10079930

Issued By: Aljosie Larkins, Technical Assistant

Print Date Wednesday, March 26, 2008

Data ID #
30

Legacy License Number
10-0799-161

Georgia Environmental Protection Division

Certification To Conduct Regulated Lead-Based Paint Activities In Georgia

Lead-Based Paint and Asbestos Program

Certification, Accreditation, Licensing Unit
Carol A. Couch, Ph. D., Director
4244 International Parkway, Suite 104
Atlanta, Georgia 30354

Discipline Certification Type Risk Assessor Only

Certification Number 70 RAO 1007 7897.

Issued To: TODD PETERMAN

Gender	Height	Weight	Date of Birth
Male	6 2.	220	2/10/1964

Company
GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS, INC

Address
514 HILLCREST INDUSTRIAL BLVD

City	State	Zip	Phone
MACON	GA	31204	(478) 757-1606

This Certificate Issue Date	This Certificate Expiration Date	Last Date Of Training
10/12/2007	8/30/2008	8/30/2006

This certificate conferes all authorities granted by Georgia EPD Rule 391-3-24 and will serve as authorization to allow the above named individual to serve as(a)

Risk Assessor Only

This certificate must be in possession at all times while conducting activities regulated by Georgia Rule 391-3-24. This certification is only valid when the holder is employed by a Georgia Certified Lead-Based Paint Firm. This certification is valid for one (1) year from the last date of training shown above. A renewal application must be submitted at least thirty (30) days prior to the expiration date shown, and a refresher training course must be taken every other year. In order to maintain this certification in effect.

Issued By: Aljosie J. Larkins

Phone:(404) 362-2704
aljosie_larkins@dnr.state.ga.us

Data Record Number	472

Print Date Monday, October 22, 2007

Georgia Environmental Protection Division

Certification To Conduct Regulated Lead-Based Paint Activities In Georgia

Lead-Based Paint and Asbestos Program

Certification, Accreditation, Licensing Unit
Carol A. Couch, Ph. D., Director
4244 International Parkway, Suite 104
Atlanta, Georgia 30354

Discipline Certification Type Inspector Only
Certification Number 60 INSO 0307 7897

Issued To: Todd Peterman

Gender	Height	Weight	Date of Birth
Male	6 2	200	2/10/1964

Company
Geotechnical & Environmental Consultants, Inc.

Address
514 Hillcrest Industrial Boulevard

City	State	Zip	Phone
Macon	Georgia	31204	(478) 757-1606

This Certificate Issue Date	This Certificate Expiration Date	Last Date Of Training
8/28/2007	8/30/2009	8/30/2006

This certificate confers all authorities granted by Georgia EPD Rule 391-3-26 and will serve as authorization to allow the above named individual to serve as(a)

Inspector Only

This certificate must be in possession at all times while conducting activities regulated by Georgia Rule 391-3-26. This certification is only valid when the holder is employed by a Georgia Certified Lead-Based Paint Firm. This certification is valid for one (1) year from the last date of training shown above. A renewal application must be submitted at least thirty (30) days prior to the expiration date shown, and a refresher training course must be taken every other year, in order to maintain this certification in effect.

Issued By: Aljosie J. Larkins

Phone:(404) 362-2704
aljosie_larkins@dnr.state.ga.us

Data Record Number 292

Print Date Wednesday, August 29, 2007

VIII Performance Characteristic (PCS) Sheets

EFFECTIVE DATE: September 24, 2004 **EDITION NO.:** 1

MANUFACTURER AND MODEL:

Make: *Niton LLC*
Tested Model: *SLp 300*
Source: $_{109}Cd$
Note: This PCS is also applicable to the equivalent model variations indicated below, for the Lead-in-Paint K+L variable reading time mode, in the XLi and XLp series:
XLi 300A, XLi 301A, XLi 302A and XLi 303A.
XLp 300A, XLp 301A, XLp 302A and XLp 303A.
XLi 700A, XLi 701A, XLi 702A and XLi 703A.
XLp 700A, XLp 701A, XLp 702A, and XLp 703A.

Note: The XLi and XLp versions refer to the shape of the handle part of the instrument. The differences in the model numbers reflect other modes available, in addition to Lead-in Paint modes. The manufacturer states that specifications for these instruments are identical for the source, detector, and detector electronics relative to the Lead-in-Paint mode.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Lead-in-Paint K+L variable reading time mode.

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm^2 (inclusive)

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm^2 in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm^2 film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION:

For XRF results using Lead-in-Paint K+L variable reading time mode, substrate correction is not needed for: Brick, Concrete, Drywall, Metal, Plaster, and Wood.

INCONCLUSIVE RANGE OR THRESHOLD:

K+L MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm2)
Results not corrected for substrate basis on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted in August 2004 on 133 testing combinations. The instruments that were used to perform the testing had new sources; one instrument's was installed in November 2003 with 40 mCi initial strength, and the other's was installed on June 2004 with 40 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Substrate corrections is not needed for brick, concrete, drywall, metal, plaster, or wood when using Lead-in-Paint K+L variable reading time mode, the normal operating mode for these instruments. If substrate correction is desired, refer to Chapter 7 of the HUD Guidelines for guidance on correcting XRF results for substrate bias.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use the K+L variable time mode readings.

Conduct XRF retesting at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine the XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined

as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF results and retest XRF result for each testing combination.
Square the average for each testing combination.
Add the ten squared averages together. Call this quantity C.
Multiply the number C by 00072. Call this quantity D.
Add the number 0.032 to D. Call this quantity E.
Take the square root of E. Call this quantity F.
Multply F by .645. The result is the Retest Tolerance Limit.
Compute the average of all ten original XRF results.
Compute the average of all ten re-test XRF results.
Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages in equal to or greater than the Retest Tolerance Limit a sccond time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

For the Lead-in-Paint K+L variable reading time mode, the instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the readings is complete. The following table provides testing time information for this testing mode. The times have been adjusted for source decay, normalized to the initial source strengths as noted above. Source strength and type of substrate will affect actual testing times. At the time of testing, the instruments had source strengths of 26.6 and 36.6 mCi.

TESTING TIMES USING K+L READING MODE (SECONDS)

	All Data			Median for laboratory-measured lead levels (mg/cm^2)		
Substrate	**25th Percentile**	**Median**	**75th Percentile**	**Pb<0.25**	**0.25≤Pb<1.0**	**1.0≤Pb**
Wood Drywall	4	11	19	11	15	11
Metal	4	12	18	9	12	14
Brick Concrete Plaster	8	16	22	15	18	16

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than or equal to the threshold and negative if they are less than the threshold.

DOCUMENTATION:

A document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacture. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.*

IX Glossary

COMMON LEAD-BASED PAINT TERMS

Lead-Based Paint: Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm^2 as measured by XRF or laboratory analysis, or 0.5 percent by dry weight (5,000 mg/g, 5,000 ppm, or 5,000 mg/kg) as measured by laboratory analysis.

Lead-Based Paint Hazards: Housing conditions that cause human exposure to unsafe levels of lead from paint. These conditions include deteriorated lead-based paint; friction, impact or chewable painted surfaces; lead-contaminated dust; or lead-contaminated soil.

Physical Terms

Building Component: Any element of a building that may be painted or have dust on its surface, e.g. walls, stair treads, floors, railings, doors, window sills, etc. Building component replacement: see Replacement.

Deteriorated Lead-Based Paint: Any lead-based paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligatoring, cracking, or otherwise becoming separated from the substrate.

Lead Hazard Evaluation

Clearance Examination: Clearance is performed after hazard reduction, rehabilitation or maintenance activities to determine if a unit is safe for occupancy. It involves a visual assessment, analysis of dust and/or soil samples, and preparation of report. A certified risk assessor, paint inspector, or clearance technician (independent from entity/individual conducting pain t stabilization or hazard reduction) conducts clearance.

Paint Testing: Testing of specific surfaces, by XRF (x-ray fluorescence) or lab analysis, to determine the lead content of these surfaces, performed by a certified lead-based paint inspector or certified risk assessor.

Risk Assessment: A comprehensive evaluation for lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. The assessment report identifies lead hazards and appropriate lead hazard reduction methods. A certified risk assessor must conduct the assessment.

Visual Assessment: A visual evaluation of interior and exterior painted surfaces to identify specific conditions that contribute to lead-based paint hazards. A certified risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment performs the assessment.

Lead Hazard Reduction

Abatement: A measure or set of measures designed to permanently (i.e. 20 or more years) eliminate lead-based paint hazards or lead-based paint. Abatement strategies include the removal of lead-based paint, enclosure, encapsulation, replacement of building components coated with lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation; cleanup; waste disposal; post abatement clearance testing; record keeping; and, if applicable, monitoring. See also Complete abatement and Interim Controls.

Complete Abatement: Abatement of all lead-based paint inside and outside a dwelling or building and reduction of any lead-contaminated dust or soil hazards. All of these strategies require preparation; cleanup; waste disposal; post abatement clearance testing; record keeping; and, if applicable, reevaluation and on-going monitoring. See also Abatement.

Cleaning: The process of using a HEPA vacuum and wet cleaning agents to remove leaded dust; the process includes removal of bulk debris from the work area. OSHA prohibits the use of compressed air to clean lead-contaminated dust from a surface.

Encapsulation: Any covering or coating that acts as a barrier between lead-based paint and the environment, the durability of which relies on adhesion and the integrity of the existing bonds between multiple layers of paint and between the substrate. See also enclosure.

Lead-based Paint Hazard Control: Activities to control and eliminate lead-based paint hazards, including interim controls, abatement, and complete abatement.

Maintenance: Work intended to maintain adequate living conditions in a dwelling, which has the potential to disturb lead-based pain or paint that is suspected of being lead-based.

Paint Film Stabilization: An interim control method that stabilizes painted surfaces and addressed the underlying cause of deterioration. Steps include repairing defective surfaces, wet scraping, priming, and repainting surfaces coated with deteriorated lead-based paint; paint film stabilization includes cleanup and clearance.

Reevaluation: In lead hazard control work, the combination of a visual assessment and collections of environmental samples performed by a certified risk assessor to determine if a previously implemented lead-based paint hazard control measure is still effective and if the dwelling remains lead-safe. Also known as re-inspection.

Replacement: Replacement of existing features can be an appropriate abatement technique if the feature is deteriorated beyond repair or if the feature is of minor significance.

Treatment: In residential lead-based paint hazard control work, any method designed to control lead-based paint hazards. Treatment includes interim controls, abatement, and removal. Hazardous waste (treatment) is a method, technique, or process (such as neutralization) that is designed to change the physical, chemical, or biological character or composition of hazardous waste to neutralize it; render it non-hazardous; recover it; make it safer to transport, store, or dispose; or allow for easier recovery, storage, or volume reduction.

Lead Poisoning

Environmental Intervention Blood Lead Level: The level of lead in blood that requires intervention in a child under age six. This is defined as a blood lead level of 20 ug/dL (micrograms per deciliter) of whole blood or above for a single test, or blood levels of 15-19 ug/dL in two tests taken at least three months apart.

LEAD-BASED PAINT – KEY UNITS OF MEASUREMENT

ug (Microgram): A microgram is $1/1000^{th}$ of a milligram (or one millionth of a gram). To put this unit into perspective, a penny weighs 2 grams. To get a microgram, you would need to divide the penny into 2 million pieces. A microgram is one of those two million pieces.

ft2 (Square foot): One square foot is equal to an area that has a length of one foot (12 inches) and a width of one foot (12 inches).

ug/dL: Micrograms per deciliter used to measure the level of lead in children's blood to establish whether the intervention is needed. A deciliter ($1/10^{th}$ of a liter) is a little less than half a cup. As noted above, a microgram is the same weight as one penny divided into two million parts.

mg/cm2: Milligrams per square centimeter, used for paint by XRF machines.

Percent: Percent by weight, used usually for lead-based paint (1 percent = 10,000 ug/gram).

ppm: Parts per million by weight, equivalent to ug/gram (10,000 ppm = 1 percent). Used to measure lead in paint and soil.

LEAD-BASED PAINT STANDARDS

Paint – Definition of Lead-Based Paint

Paint that contains at least:

- 1 milligram per centimeters square (mg/cm^2) of lead (EPA/HUD);
- 1.0 milligram per centimeters square (mg/cm^2) of lead Georgia Childhood Lead Poisoning Prevention Program (GA CLPPP);
- 0.5 percent lead; or
- 5,000 parts per million (ppm) lead by dry weight.

SUPERIOR ENVIRONMENTAL FORCE

Asbestos Abatement • Lead Based Paint Abatement • Mold Remediation • Building Demolition

September 14, 2009

FAX NO. 478.741.3864

Mullis and Griffin Properties
PO BOX 6292
Macon GA 31208

PROPOSAL FOR: Lead Based Paint Abatement
as per GEC Report MCE-09-3837-A
dated April 09, 2009

Dear Mr. Griffin:

Superior Environmental Force, a licensed contractor, proposes to provide trained certified supervisors and laborers with approved equipment and material required for the lead based paint abatement at the above referenced site as per GEC Report MCE-09-3837-A.

SCOPE OF WORK

1. Lead based paint abatement price $10,800.00

Please be advised that all of our work practices and operating procedures will be in accordance with the applicable federal, state and local regulations, laws and ordinances governing lead based paint stabilization as described and enumerated below

1. Provide proof of "occurrence based" general liability, worker's compensation and automobile insurance coverage.
2. Obtain all required permits and make all required notifications to federal, state and local agencies.
3. Post warning signs and barrier tape to demarcate the work area(s).
4. Perform work within a "regulated area" as defined by OSHA.
5. Utilize wet work procedures to minimize release.
6. Dispose of the properly packaged waste in the appropriate landfill.

The Owner/Consultant shall provide the following:

1. Clear, unobstructed access to the work area.
2. Access to water (standard "hose bib" connection).
3. Access to electricity (standard 110V receptacle).
4. Visual clearance only – No interior wipe clearances necessary.
5. Component replacement after abatement.

The handling of hazardous waste is excluded from this project except materials that are described in the project scope of work.

Submitted by – MATTISON DEES

MD: jmh

CERTIFICATE OF SERVICE

I hereby certify that on the date set out below, I filed the original and one copy of the foregoing Consent Agreement and Final Order and served a true and correct copy of the foregoing Consent Agreement and Final Order, in the Matter of: Mullis and Griffin Properties d/b/a North Napier Apartments Docket Number: TSCA-04-2009-2634(b), to the addressees listed below.

Kevin Woodruff (via EPA's internal mail)
Lead and Children's Health
Management Section
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

Robert Caplan (via EPA's internal mail)
Office of Environmental Accountability
U.S. EPA, Region 4
61 Forsyth St., SW
Atlanta, GA 30303

Mr. Mike Griffin (via Certified Mail, Return Receipt Requested)
North Napier Apartments
4017 Napier Avenue 16B
Macon, GA 31204

Date: 9-22-09

Patricia A. Bullock, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
Atlanta Federal Center
61 Forsyth St., SW
Atlanta, GA 30303
(404) 562-9511

EPA ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

TO BE COMPLETED BY THE ORIGINATING OFFICE:
(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: Saundi Wilson (Name) on _____ (Date)

in the Region 4, ORC, OEA (Office) at (404) 562-9504 (Telephone Number)

- [ ] Non-SF Judicial Order/Consent Decree — USAO COLLECTS
- [ ] SF Judicial Order/Consent Decree — DOJ COLLECTS
- [ ] Other Receivable
- [ ] This is an original debt
- [V] Administrative Order/Consent Agreement — FMO COLLECTS PAYMENT
- [ ] Oversight Billing - Cost Package required: Sent with bill
- [ ] Not sent with bill
- [ ] Oversight Billing - Cost Package not required
- [ ] This is a modification

PAYEE: Mullis + Griffin Properties d/b/a North Napier Apartments
(Name of person and/or Company/Municipality making the payment)

The Total Dollar Amount of the Receivable: $ 1131.20
(If installments, attach schedule of amounts and respective due dates. See Other side of this form.)

The Case Docket Number: TSCA CA 2009 2634(b)

The Site Specific Superfund Account Number: _____

The Designated Regional/Headquarters Program Office: _____

The IFMS Accounts Receivable Control Number is: _____ Date _____

If you have any questions, please call: _____ of the Financial Management Section at: _____

DISTRIBUTION:

A. JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the FINAL JUDICIAL ORDER should be mailed to:

1. Debt Tracking Officer
   Environmental Enforcement Section
   Department of Justice RM 1647
   P.O. Box 7611, Benjamin Franklin Station
   Washington, D.C. 20044
2. Originating Office (EAD)
3. Designated Program Office

B. ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the Administrative Order should be to:

1. Originating Office
2. Regional Hearing Clerk
3. Designated Program Office
4. Regional Counsel (EAD)