



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

SEP 30 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CERTIFIED MAIL

Mr. Robert A. Kutcher
Partner
Chopin Wagar Richard & Kutcher
Attorneys at Law
Two Lakeway Center, Suite 900
3850 North Causeway Boulevard
Metairie, Louisiana 70002

Re: Bel Air Apartments (SPIBILE INC.)
Ratified Consent Agreement and Final Order
Docket No.: TSCA-04-2013-2756(b)

Dear Mr. Kutcher:

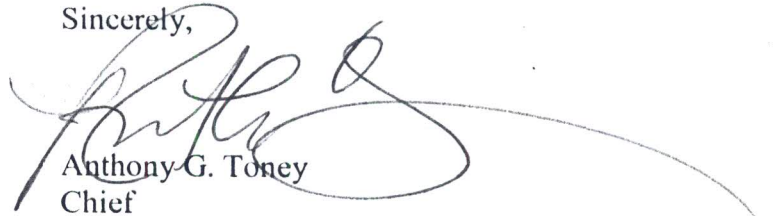
Enclosed is a copy of the ratified Consent Agreement and Final Order (CAFO) in the above-referenced matter. The original CAFO has been filed with the Regional Hearing Clerk and served on the parties as directed in Section 22.6 of the Consolidated Rules of Practice, 40 C.F.R. Part 22.

Please refer to Section V of the CAFO for penalty information and payment requirements. To ensure proper processing, the Respondent's name and Docket Number for this case, identified above and in the CAFO, should be noted on any cashier's or certified check submitted in payment of the penalty.

Also enclosed is a copy of a document entitled "Notice of Securities and Exchange Commission Registrants' Duty to Disclose Environmental Legal Proceedings." This document puts you on notice of your potential duty to disclose to the Securities and Exchange Commission any environmental enforcement actions taken by the U. S. Environmental Protection Agency Region 4. Where used in the document "SEC" refers to the Securities and Exchange Commission.

Should you have any questions about this matter or your compliance status in the future, please contact Mr. Elmore Johnson of the EPA Region 4 staff at (404) 562-9787 or email johnson.elmore@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony G. Toney', with a long horizontal flourish extending to the right.

Anthony G. Toney
Chief
Pesticides and Toxic
Substances Branch

Enclosures

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA, GEORGIA

RECEIVED
EPA REGION IV
2013 SEP 30 AM 11:39
HEARING CLERK

In the Matter of:)
)
Bel Air Apartments (SPIBILE INC.))
)
)
Respondent.)
_____)

Docket No.: TSCA-04-2013-2756(b)

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. The authority to take action under Section 16(a) of TSCA, 15 U.S.C. § 2615(a) is vested in the Administrator of the United States Environmental Protection Agency. The Administrator of the EPA has delegated this authority under TSCA to the Regional Administrator of the EPA Region 4 by the EPA Delegation 12-2-A, dated May 11, 1994. The Regional Administrator of the EPA Region 4 has re-delegated this authority under TSCA to the Director of the Air, Pesticides and Toxics Management Division, by the EPA Region 4 Delegation 12-2-A, dated January 14, 2009. In accordance with 40 C.F.R. § 22.3(a), the Complainant in this matter is the Director of the Air, Pesticides and Toxics Management Division. Respondent is Bel Air Apartments (SPIBILE INC.), a Corporation doing business in the State of Alabama.

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 the 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, also known as Title X of the Housing and Community Development Act of 1992. Pursuant to Title X, it is a prohibited act under Section 409 of TSCA, 15 U.S.C. § 2689, for any person to fail or refuse to comply with a provision of Title X or any rule or order issued under Title X.
4. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, the penalty for each violation of Title X of TSCA shall not exceed \$10,000. The Debt Collection Improvement Act of 1996 requires the EPA to review and adjust penalties, as necessary, for inflation at least once every four years. As such, pursuant to the Adjustment of Civil Monetary Penalties for Inflation Rule, 40 C.F.R. Part 19, the revised maximum penalty for each violation of Title X occurring after January 30, 1997, through January 12, 2009, is \$11,000 and for each violation occurring after January 12, 2009, the maximum penalty is \$16,000.
5. Pursuant to 40 C.F.R. § 22.5(c)(4) the following individual is authorized to receive service for the EPA in this proceeding:

Elmore Johnson
Lead and Children's Health Section
U.S. EPA Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960
(404) 562-9787.

III. Specific Allegations

6. Respondent is a Lessor, as defined at 40 C.F.R. § 745.103, of residential housing known as Bel Air Apartments located at Bel Air Blvd, Mobile, Alabama, 36606. The Bel Air Apartments were constructed in two phases (Phase 1 and Phase 2). At the time that the EPA began its investigation into Respondent's compliance with applicable lead-based paint regulations in 2012, both Phases of the Bel Air Apartments were "target housing" as defined at 40 C.F.R. § 745.103. Subsequent to the commencement of the EPA's investigation, Respondent conducted an inspection at the apartment complex to determine the presence of lead-based paint. Based on the results of the inspection, Phase 2 of the apartment complex was determined to be free of lead-based paint, while Phase 1 was found to have lead-based paint in various places.
7. Based on information obtained by the EPA on or about January 26, 2012, relating to Respondent's contracts to lease its target housing described above, the 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. § 745.113(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 for both Phases of the apartment complex.

- b. 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 for both Phases of the apartment complex.
- c. 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(s) affirming receipt of the information. Respondent failed to include the appropriate information in at least one lease for both Phases of the apartment complex.
- d. 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(s) certifying to the accuracy of their statements, as well as dates. Respondent failed to include the appropriate information in at least one lease for both Phases of the apartment complex.

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 set forth above.
- 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 the EPA and agrees to pay the civil penalty as set forth in this CAFO.
- 11. Respondent agrees to complete the Supplemental Environmental Project (SEP) set forth in this CAFO.

12. 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.
13. Compliance with this CAFO shall resolve the allegations of the violations contained herein. This CAFO shall not otherwise affect any liability of Respondent to the United States. Other than as expressed herein, neither the EPA nor Complainant waives any right to bring an enforcement action against Respondent for violation of any federal or state statute, regulation or permit, to initiate an action for imminent and substantial endangerment, or to pursue criminal enforcement.
14. 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 TSCA.

V. Final Order

15. Respondent is assessed, and shall pay, a civil penalty of **FOUR THOUSAND SEVEN HUNDRED THIRTY DOLLARS (\$4,730)**. **Payment is due within thirty (30) days** after the effective date of this CAFO.
16. Respondent shall remit the penalty payment by either a cashier's or certified check made payable to the "Treasurer, United States of America."

The Respondent shall note on the face of the check the Respondent's Name and the Docket Number TSCA-04-2013-2756(b) associated with this CAFO.

The penalty payment shall be sent by one of the methods below.

Address for payment submittal using the United States Postal Service (excluding USPS overnight mail):

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

Address for payments by USPS overnight mail or other delivery service (e.g.,
Federal Express, United Parcel Service, DHL, etc.):

U.S. Bank
Government Lockbox 979077
US EPA Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, Missouri 63101.

Contact Number: (314) 425-1818.

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

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

Elmore Johnson
Lead and Children's Health Section
U.S. EPA Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960; and

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

18. 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 pursuant to this CAFO. Any attempt by Respondent to deduct any such payments shall constitute a

violation of this CAFO.

VI. Supplemental Environmental Project

19. Respondent has proposed to undertake a Supplemental Environmental Project (SEP) to remove and encapsulate lead-based paint present in portions of the Bel Air Phase 1 apartment complex. The SEP is set forth in Respondent's "Work Plan for Encapsulation and Removal of Lead-Based Paint, Bel Air Apartments," prepared by Respondent's consultant PSI, dated November 28, 2012, and attached hereto as Appendix 1. The EPA has reviewed and approved the SEP.
20. Respondent shall undertake the SEP in accordance with the aforementioned Work Plan. Respondent shall commence work on the SEP within **forty-five (45) days** of the effective date of this CAFO, and all work shall be completed within **twelve (12) months** after the date work commences. Respondent shall notify EPA in writing of the start date. Respondent shall expend no less than **FIFTY THOUSAND AND EIGHTY-TWO DOLLARS (\$50,082)** to complete the SEP.
21. Respondent acknowledges and agrees that in order to receive credit for the SEP, it must fully and timely complete the SEP project in accordance with Paragraphs 19 and 20 herein. If Respondent does not fully and timely complete the SEP, it shall be required to pay stipulated penalties pursuant to Paragraph 22.
22. If Respondent fails to satisfactorily and timely complete the SEP in accordance with the Work Plan set forth in Appendix 1 within 12 months after the date the SEP project work begins, Respondent shall pay stipulated penalties, upon written demand from the EPA, in the following amounts for each day the SEP remains incomplete:

<u>Period of Time SEP Remains Incomplete</u>	Penalty Per Violation Per Day
1st through 30th day	\$ 500.00
31st through 60th day	\$ 750.00
61 st day and beyond	\$ 1,000.00

23. If Respondent has not satisfactorily completed the SEP within **twelve (12) months** after the date that the SEP work begins, the EPA may elect to terminate the SEP if it determines that Respondent is not making a good faith effort to satisfactorily complete the SEP. In addition, if at any time the EPA determines that Respondent has abandoned the SEP, the EPA may terminate the SEP. The EPA shall provide written notice of SEP termination to Respondent. If the EPA terminates the SEP, Defendant shall be liable for a lump sum stipulated penalty of **SIXTY THOUSAND DOLLARS (\$60,000)**, less any amount that Defendant has paid under Paragraph 22.
24. If the Respondent has not satisfactorily completed the SEP within **twelve (12) months** after the date that the SEP work begins, and the EPA elects to terminate the SEP but determines that the Respondent has made a good faith effort to complete the SEP, Respondent shall pay the lump sum stipulated penalty defined in paragraph 23 above, less any creditable expenditures made to complete the SEP.
25. For purposes of paragraphs 23-24, whether Respondent has fully and timely completed the SEP or has acted in good faith to conduct the SEP shall be in the sole discretion of the EPA.
26. Respondent agrees that the EPA may inspect the Bel Air Apartment Complex at any time in order to confirm that the SEP is being undertaken in conformity with the

representations made herein.

27. Respondent certifies that, as of the date this CAFO is signed, it 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, as of this date, 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.
28. Any public statement, oral or written, by Respondent making any 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 the lead-based paint requirements found 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.”
29. Respondent shall submit quarterly progress reports throughout the duration of the SEP, commencing **ninety (90) days** after the date that work begins on the SEP. No later than **thirty (30) calendar days** after the completion of the SEP, Respondent shall submit to the EPA a SEP Completion Report. The Report shall be sent to the Lead and Children’s Health Section, to the attention of Elmore Johnson, at the address provided above. The Report shall include the following:
 - a. an affidavit from an authorized company official, attesting that the SEP has been completed or explaining in detail any failure to complete it; and
 - b. copies of appropriate documentation, including invoice and receipts, showing a total expenditure of **no less than \$50,082** was spent on the SEP.
30. Upon request, Respondent shall send the EPA any additional documentation requested by

the EPA.

31. If Respondent fails to timely submit a SEP Completion Report as required by this CAFO, Respondent shall pay to the United States a stipulated penalty of \$100 for each calendar day that the report is late. This stipulated penalty is separate from any stipulated penalties assessed under Paragraph 23.
32. Respondent shall pay any stipulated penalties that accrue under this CAFO within fifteen (15) calendar days of the receipt by Respondent of written demand from the EPA for such penalties. Such penalties shall be paid in accordance with the procedures set forth above for the payment of the civil penalty.
33. 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.
34. Pursuant to 31 U.S.C. § 3717, the 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.
35. Complainant and Respondent shall bear their own costs and attorney fees in this matter.
36. This CAFO shall be binding upon the Respondent, its successors and assigns.
37. Each undersigned representative of the parties 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.

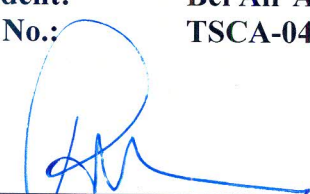
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VII. Effective Date

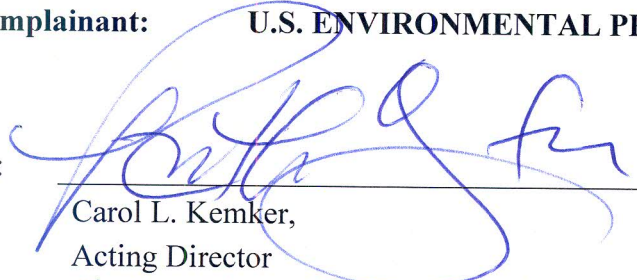
38. The effective date of this CAFO shall be the date on which the CAFO is filed with the Regional Hearing Clerk.

AGREED AND CONSENTED TO:

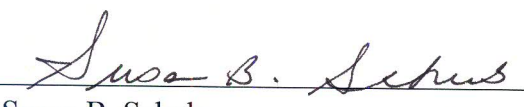
Respondent: Bel Air Apartments (SPIBILE INC.)
Docket No.: TSCA-04-2013-2756(b)

By:  _____ Date: 9/29/13
Name: Robert A Kurner
Title: Sec.

Complainant: U.S. ENVIRONMENTAL PROTECTION AGENCY

By:  _____ Date: 9/26/13
Carol L. Kemker,
Acting Director
Air, Pesticides and Toxics
Management Division

APPROVED AND SO ORDERED this 30 day of Sept., 2013.

By:  _____
Susan B. Schub
Regional Judicial Officer

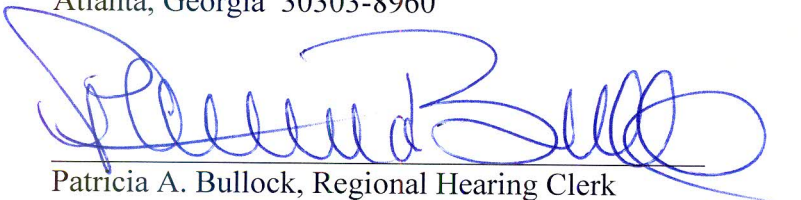
CERTIFICATE OF SERVICE

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 Bel Air Apartments (SPIBILE INC.), Docket Number: TSCA-04-2013-2756(b), to the addressees listed below:

Robert A. Kutcher (via Certified Mail, Return Receipt Requested)
Partner
Chopin Wagner Richard & Kutcher
Attorneys at Law
Two Lakeway Center, Suite 900
6850 North Causeway Boulevard
Metairie, Louisiana 70002

Elmore Johnson (via EPA's internal mail)
Lead and Children's Health Section
U.S. EPA Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960

Robert Caplan, Senior Attorney (via EPA's internal mail)
Office of Environmental Accountability
U.S. EPA Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960



Patricia A. Bullock, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960
(404) 562-9511

Date: 9-30-13

**WORK PLAN FOR ENCAPSULATION AND
REMOVAL OF LEAD-BASED PAINT**

**BEL AIR APARTMENTS
505 BEL AIR BOULEVARD
MOBILE, ALABAMA 36606**

November 28, 2012

PSI Project Number: 0783825

LEAD-BASED PAINT WORK PLAN TITLE SHEET

Building Name: Bel Air Apartments

Address: 505 Bel Air Boulevard

County: Mobile County

Date of Work Plan: November 28, 2012

Consultant: Professional Service Industries, Inc.

Address: 175 South "A" Street

City: Pensacola

State: Florida

Zip: 32502

Phone: (850) 434-1000

Consultant's Signature:



Andrew S. Richmond
Principal Consultant



M. Keith Wasdin
Branch Manager

WORK PLAN

1.0 PROJECT NAME

Lead-Based Paint Removal and Encapsulation
Bel Air Apartments
505 Bel Air Boulevard
Mobile, Alabama 36606

INTRODUCTION

PSI previously conducted a Lead Based Paint Survey dated April 25, 2011 which noted that the LBP identified was in good condition and did not require removal. It should be noted that the building is currently in compliance with HUD standards. Also, as per the follow up letter completed by PSI dated April 15, 2011, Phase II of Bel Air Apartments is considered free of lead based paint, therefore this scope relates to Phase I of the complex only.

2.0 SCOPE OF WORK

- A. The general scope of work includes the proper enclosure of lead-based paint coated surfaces; removal of lead-based painted coated components and the proper disposal of all waste generated from the project. All activities are to be performed in accordance with applicable federal, state, and local regulations, or PSI requirements, to ensure that it meets HUD Guidelines. It is the sole responsibility of the contractor to be familiar with and act in accordance with these regulations/requirements. Verification of all quantities, conditions and locations are the responsibility of the contractor.
- B. The specific work to be performed includes:
- Removal of Exterior Metal Doors and associated Wood Door Casing/Jambs (Building # 7 - Apartments 141, 146, 147, 152, 241, 246, 247 and 252)
 - Removal of Wood Exit Door Assemblies and Associated Breeze Windows (Building 1 – north and south ends of main hallways on both floors)
 - Removal of Exterior Wood Window Casings (Throughout Phase I of the complex)
 - Removal of paint on Exterior Wood Door Casings (French Door Casings with Oval Shaped Headers located on the 2nd Floor, west side of Building #1)
 - Enclosure of Exterior Wood Frieze and Fascia (Throughout Phase I of the complex – located behind vinyl/aluminum siding)
 - Enclosure of Exterior Wood Walls (Building # 1 - located behind vinyl siding)

-
- C. Morguard Investments Limited will notify the Contractor of the date on which work may begin. The Contractor shall provide written notification to PSI of the date work is scheduled to begin at the site at least two (2) business days prior to beginning any work including work area preparation.
 - D. The contractor is responsible for all notification requirements to federal, state, or local authorities. A blank copy of the EPA Lead-Based Paint Abatement Activities Notification form is attached, and must be submitted to EPA at least five business days prior to the start of the project. The notification may be faxed to the EPA at (202) 566-0471.
 - E. At least one person who is an Alabama Safe State certified Lead Abatement Supervisor shall be present at the jobsite when work area preparation and final work area cleaning are being performed. During the performance of other work activities the supervisor must be able to be reached by radio or telephone and able to return to the jobsite within two (2) hours.
 - F. The contractor's certified Lead Supervisor or Lead Project Designer shall prepare a written Occupant Protection Plan in accordance with State and Federal requirements. The Plan shall be posted on-site and the procedures identified in the Plan adhered to throughout the project.

3.0 WORK PROCEDURES

A. Preparation

1. Establish a regulated area by placing warning notices and barricade tape a minimum of 20 feet around the area where work involving lead-based paint will be taking place. Place a warning notice at all entrances to the regulated area.
2. Remove all movable items from within the regulated area and store them in areas of the site where work is not being performed.
3. Cover the ground or floor within the work area with a layer of plastic sheeting, minimum thickness 6-mil.
4. Construct a personnel decontamination station at the site. The contractor shall provide employees with necessary materials and equipment such as a HEPA vacuum, shower or pre-moistened wipes to decontaminate themselves. The decontamination unit shall also include an appropriate disposal container for suits and other potentially lead-contaminated waste.
5. All personnel entering the regulated area shall wear disposable suits, the appropriate respiratory protection for the task being conducted, and other personal protective equipment as

required. It is the responsibility of the contractor to ensure that all workers entering the regulated area are provided with the level of protection suitable for the type of work being conducted.

B. Component Removal

1. Use hand tools to remove the specified components.
2. Wrap LBP coated components in two (2) layers of 6-mil thick plastic sheeting for disposal. Components may be placed in a dumpster lined with two (2) layers of 6-mil thick plastic sheeting.
3. Immediately after removal, clean up all debris resulting from the component removal. Place debris in 6-mil thick waste disposal bags or appropriate container and seal for disposal.

C. Enclosure

1. The exterior wood walls of Building 1 and the exterior wood frieze and fascia throughout Phase I of the complex are already covered by vinyl or aluminum siding. The contractor shall ensure that all of the siding is in good condition and repair any damaged or missing siding as needed.
2. The edges and joints of the siding shall be properly sealed with an appropriate caulk for exterior use, to provide a dust-tight condition for the siding over the identified lead-based paint.
3. According to the HUD Guidelines, vinyl or aluminum is considered an enclosure as long as the seams are caulked and sealed, therefore these materials will be considered enclosed in accordance with the guideline.

D. Clearance

1. Notify PSI representative when work area is ready for visual inspection and wipe testing to determine completeness of removal and encapsulation activities. The PSI Project Manager shall be notified of the time and date the project will be ready for inspection no later than 4:00 PM on the business day prior to the requested date of inspection.
2. After the contractor has been notified that the work area has passed the visual inspection and dust wipe testing; remove all warning signs and barricades. After all materials, tools waste, warning signs and barricades have been removed from the jobsite, notify PSI that the jobsite is ready for a project completion inspection. PSI will not recommend approval of the contractor's pay request until the jobsite has passed the project completion inspection.

E. Chemical Striping (Option for French Door Headers)

1. Due to the unique door header for the French Doors in Phase I, whole component removal may not be economically feasible due to replacement costs. Therefore, these components may be chemically striped and prepped for repainting.
2. Contractor shall follow the procedures above and place two layers of 6-mil thick plastic sheeting under each opening.
3. Apply a chemical paint remover as directed by the manufacturer. Remove paint and chemical agent.
4. Immediately after removal, clean up all debris resulting from the removal. Place debris in 6-mil thick waste disposal bags or appropriate container and seal for disposal.

This is an option for removal that is to be provided to the owner in the pricing of the project.

4.0 AIR MONITORING / WIPE SAMPLING

- A. Personnel air monitoring as required by OSHA is the responsibility of the contractor.
- B. Air monitoring may be performed by PSI outside the work area to document the concentrations of airborne lead dust outside the work area during paint scraping and encapsulation activities.
- C. If airborne lead concentrations outside the regulated area are found to be above the OSHA permissible exposure limit, the contractor will be instructed to stop work and review work practices with the workers.
- D. Clearance wipe sample collection and analysis will be performed by PSI. Samples will be collected from the floor, window sill and window trough surfaces in accordance with HUD guidelines. The clearance criteria shall be in accordance with EPA and HUD requirements:
 - Floors - 40 micrograms per square foot
 - Window Sills - 250 micrograms per square foot
 - Window Troughs – 400 micrograms per square foot

5.0 DISPOSAL OF CONTAMINATED WASTE

- A. Dispose of waste generated by the project by landfilling in a Class I, lined landfill as household waste.
- B. Consider all debris waste, plastic sheeting, disposable clothing, etc. as lead-containing material.

-
- C. Seal lead-containing waste in impermeable containers. As a minimum, double bag all waste in 6-mil plastic disposal bags.
 - D. Place two layers of 6-mil plastic sheeting on floors and walls of waste disposal vehicle or dumpster.
 - E. Deposit only sealed material in landfill. Disposal bags that are damaged must be placed inside a new bag and resealed.
 - F. Remove all plastic sheeting from disposal vehicle, place in two 6-mil plastic bags and dispose as contaminated waste.

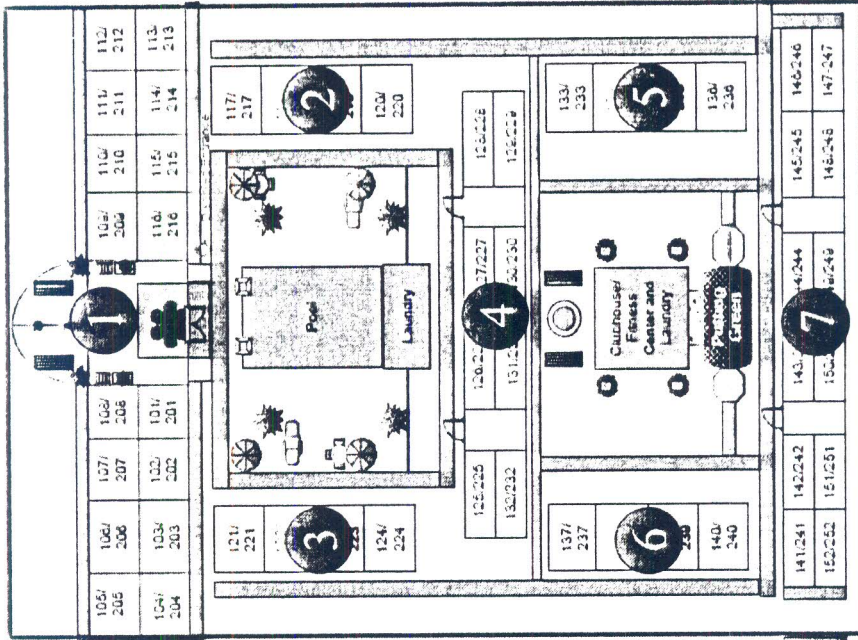
6.0 SUBMITTALS

- A. Prior to mobilization, furnish PSI with the following information:
 1. Copy of contractor's license for Alabama (from EPA Region 4)
 2. Supervisor or worker training certificates **and** Alabama Safe State lead certifications for each person who will perform work at the jobsite.
 3. Fit-test documentation
 4. Name and technical specifications of encapsulant to be used.
 5. Negative Exposure Assessment (NEA) air monitoring data for similar projects performed by the contractor within the past 12 months (if contractor has conducted a NEA).
 6. Copy of the completed EPA Notification form.
- B. Following scheduled lead-based paint encapsulation activities, submit the following items:
 1. Landfill receipts (if waste is delivered to landfill by the contractor)
 2. Notarized statement signed by the Contractor or his/her representative. This statement shall include:
 - Location of the project where the waste was generated
 - Name and physical address of the waste disposal facility
 - Quantity of lead-containing waste
 - Date the waste was delivered to the disposal facility or placed in commercial dumpster for transfer to landfill
 3. Supervisor's Daily logs

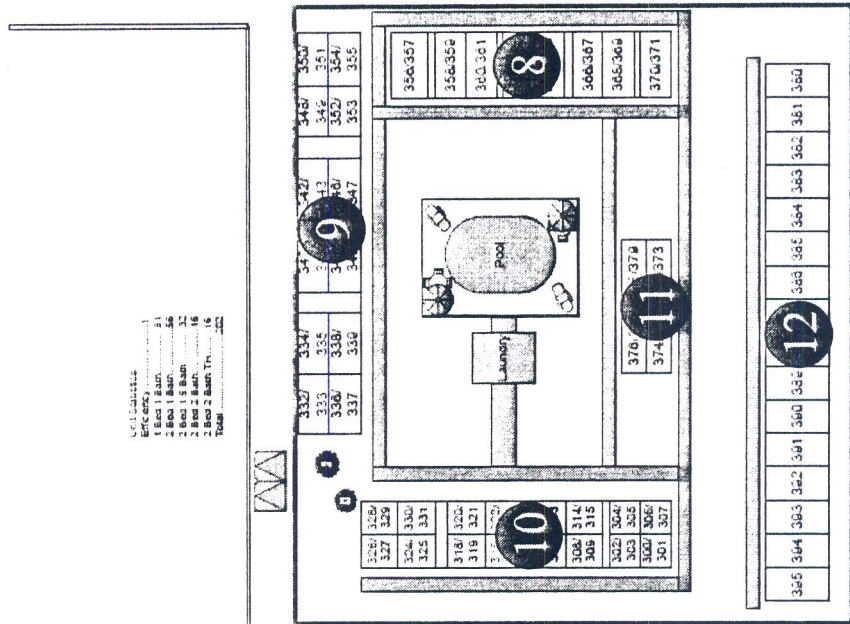
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4. Work area sign in/out logs
 5. Results of OSHA worker exposure air monitoring, if no NEA data was submitted before the start of the project.

END OF WORK PLAN

SITE DRAWING



Phase I



Phase II

Unit Schedule

1 Bed 1 Bath	31
2 Bed 1 Bath	56
2 Bed 1.5 Bath	32
3 Bed 2 Bath	16
Total	135

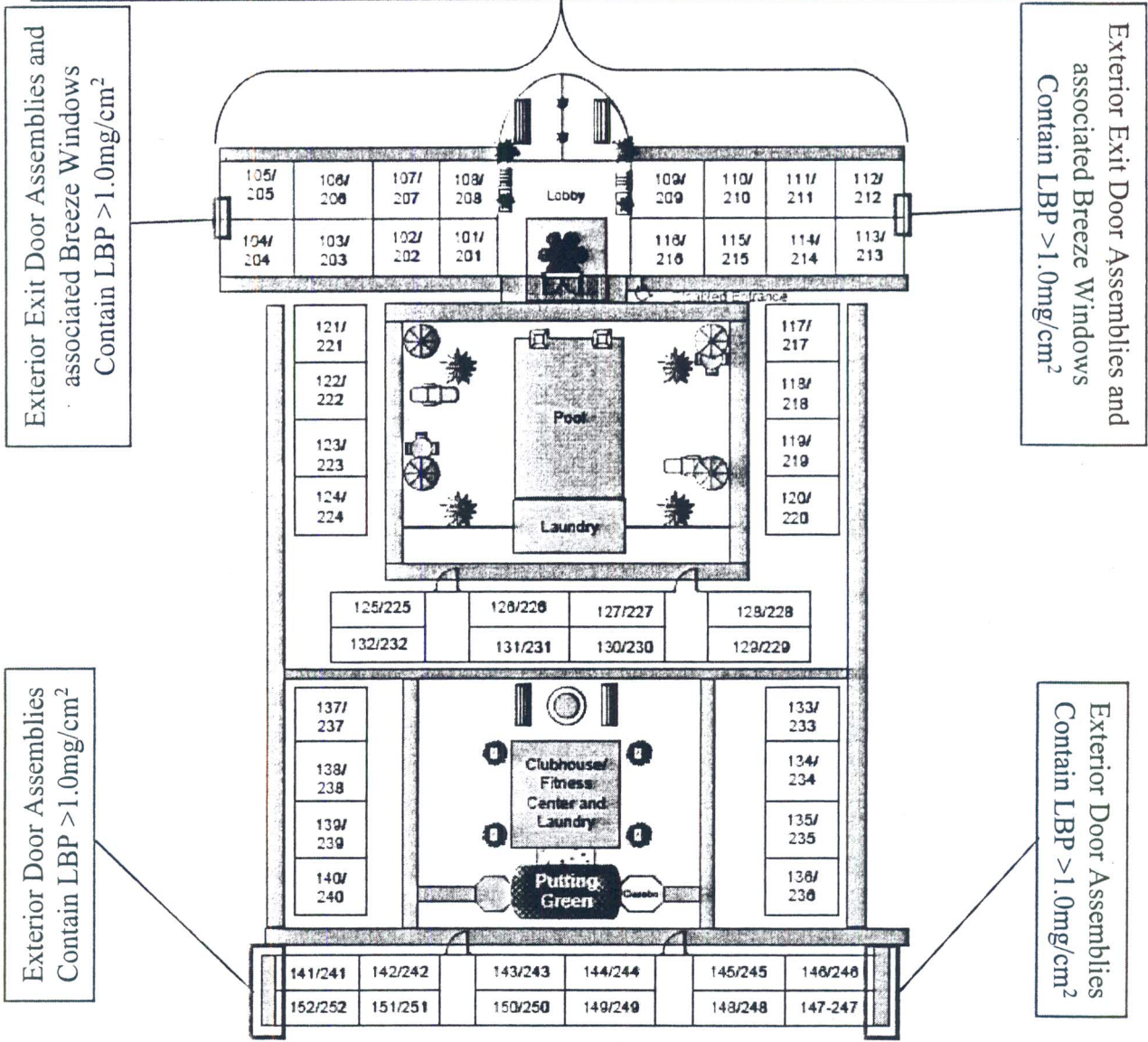
PSI Project No.: 0783825
 Bel Air Apartment Complex
 Mobile, Alabama



= Building Number



Wood Window Casings, Wood French Door Casings (with/ Oval Headers on 2nd Floor), Exterior Wood Walls, Frieze, and Fascia of Building 1 Contain LBP >1.0mg/cm²



NOTE: Wood Frieze, Fascia, and Window Casings where present in Phase I were not accessible except for the west side of Building 1 due to being covered with aluminum/vinyl siding. These components should be assumed to be coated with Lead-Base Paint based on the findings from Building 1.



PSI Project No.: 0783825
Bel Air Apartment Complex
Mobile, Alabama

PHOTOGRAPHS

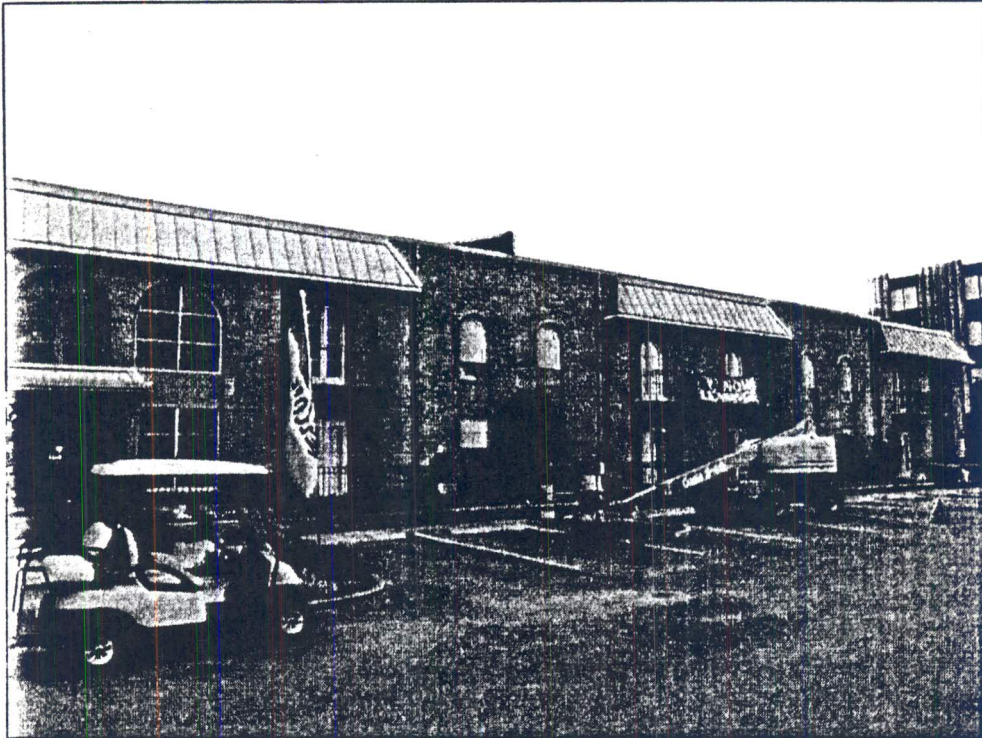


Photo No. 1: VIEW OF BUILDING #1 OF THE BEL AIR APARTMENT COMPLEX.



Photo No. 2: ALTERNATE VIEW OF BUILDING #1 OF THE BEL AIR APARTMENT COMPLEX.

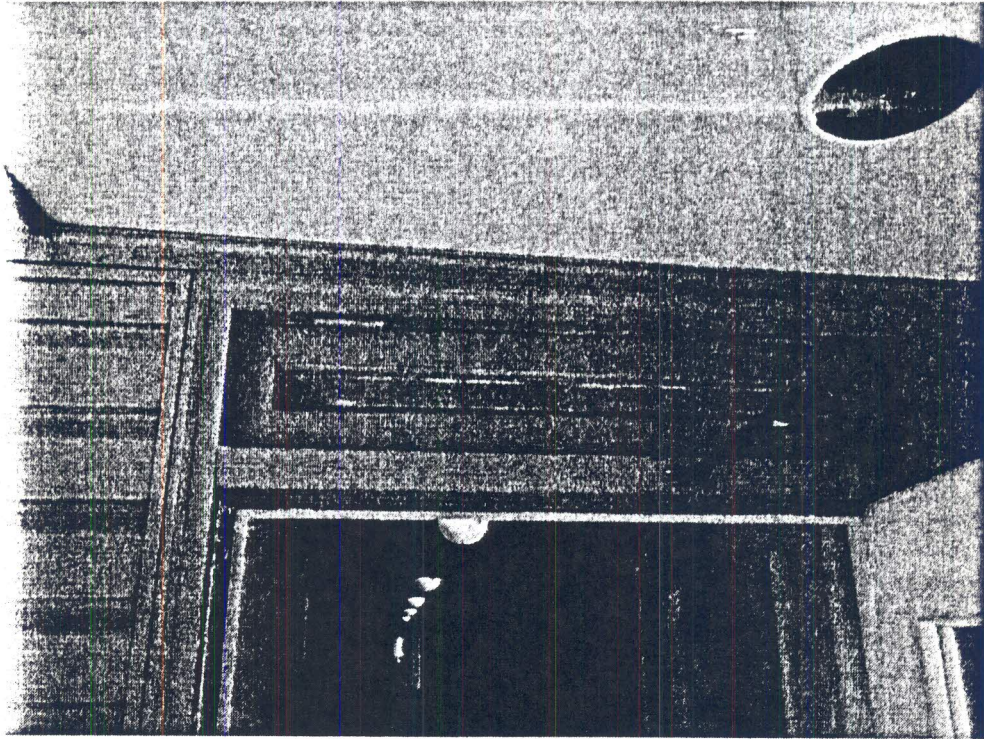


Photo No. 3: REPRESENTATIVE VIEW OF THE WOOD BREEZE WINDOW CASINGS LOCATED ABOVE THE NORTH AND SOUTH EXIT DOORS OF BUILDING #1 WHICH ARE COATED WITH LBP.

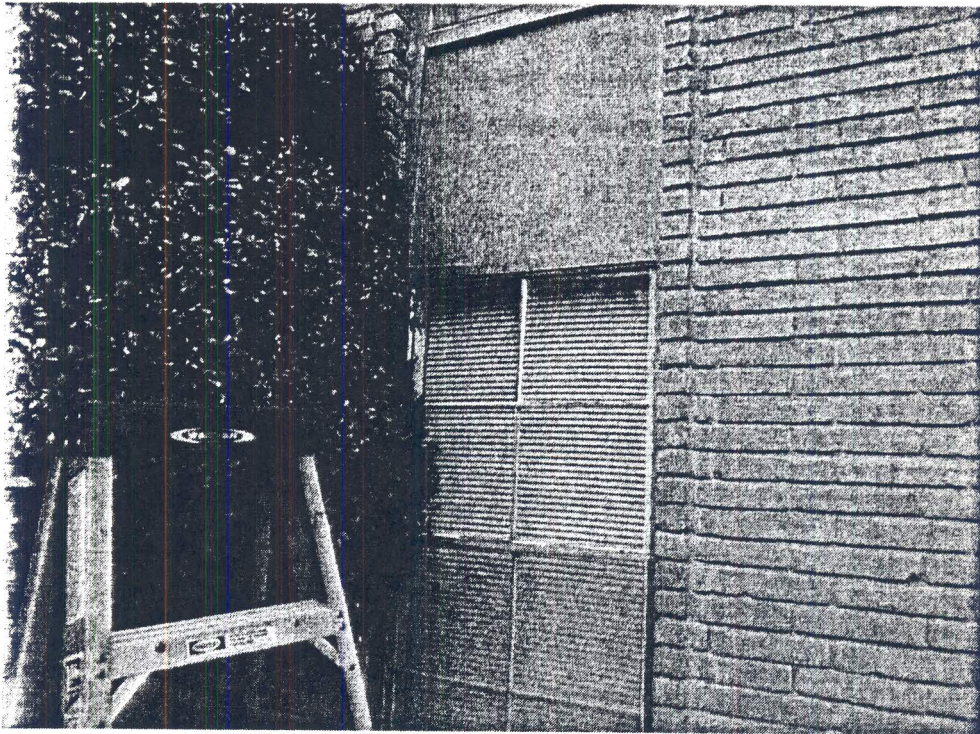


Photo No. 4: VIEW OF THE WOOD WINDOW CASINGS OF BUILDING #1 WHICH ARE COATED WITH LBP.

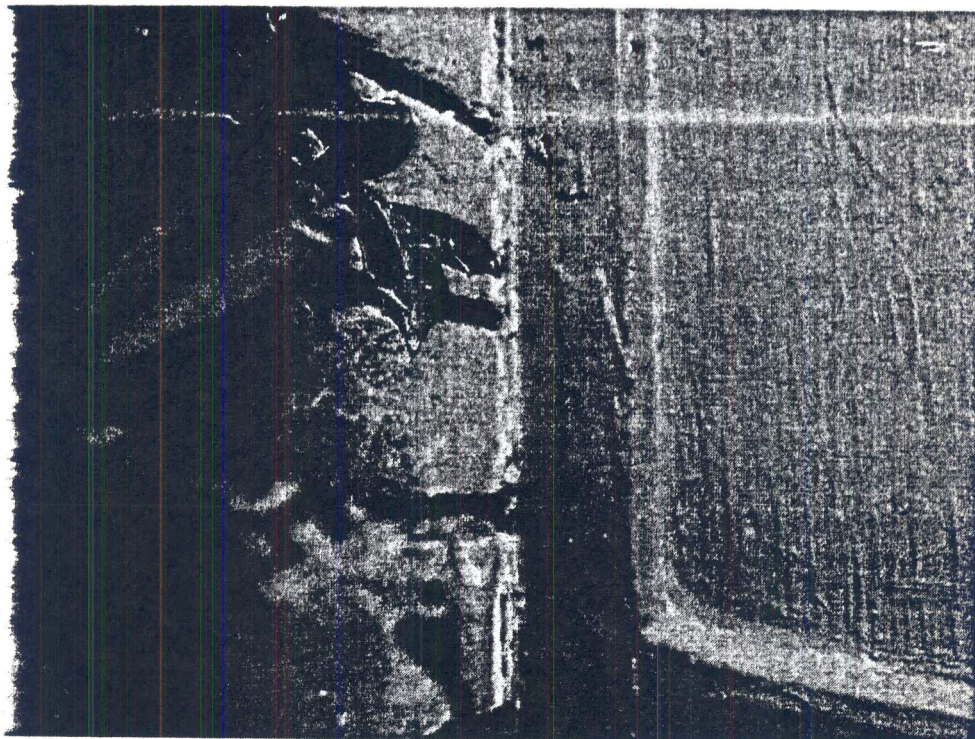


Photo No. 5: CLOSEUP VIEW OF THE WOOD WINDOW CASINGS WHICH ARE COATED WITH LBP. THE DIFFERENT LAYERS OF PAINT CAN BE SEEN IN THE PHOTOGRAPH.

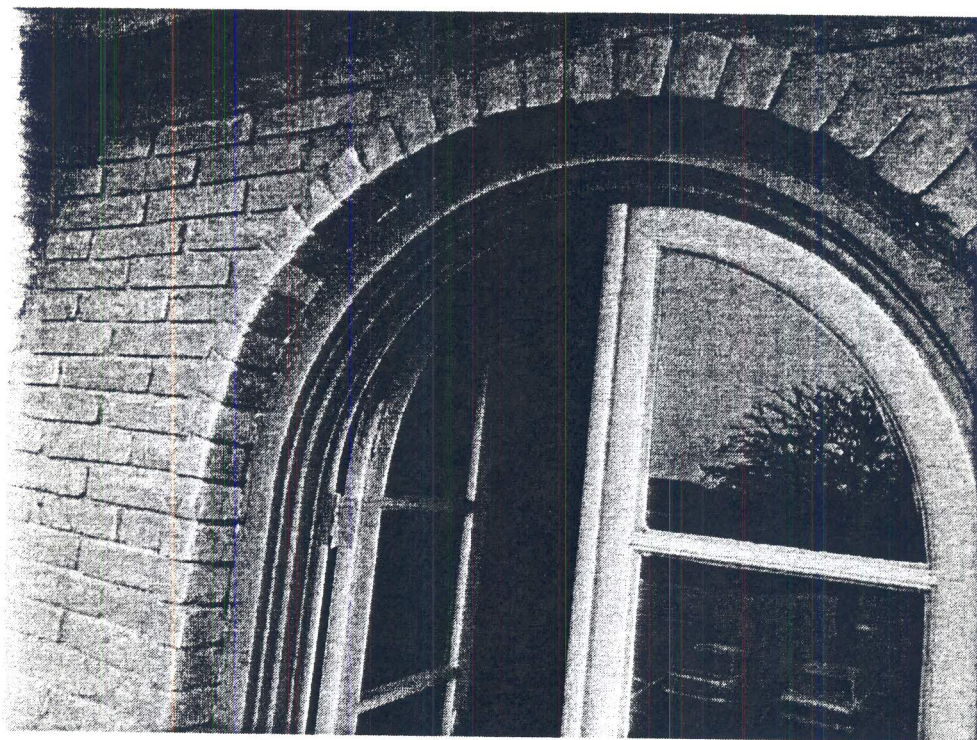


Photo No. 5: REPRESENTATIVE VIEW OF THE WOOD DOOR CASINGS LOCATED ON THE SECOND FLOOR OF BUILDING #1 WHICH ARE COATED WITH LBP.

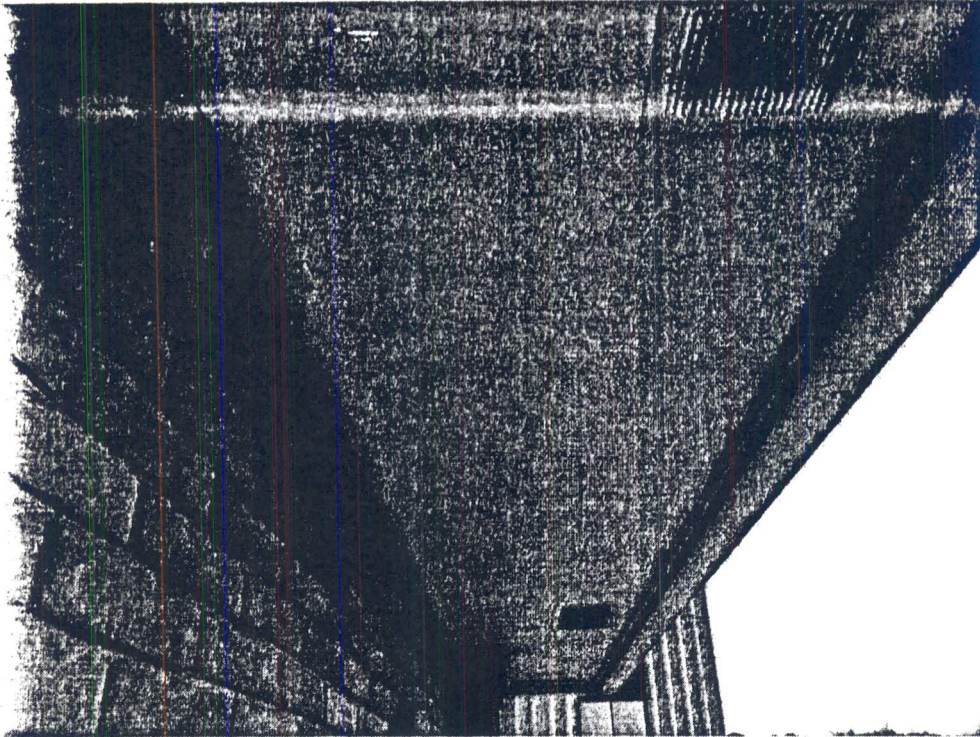


Photo No. 7: REPRESENTATIVE VIEW OF THE WOOD FRIEZE AND FASCIA OF BUILDING #1 WHICH ARE COATED WITH LBP. THE AREAS OF THE SOFFIT THAT WERE TESTED WERE NEGATIVE FOR LBP.

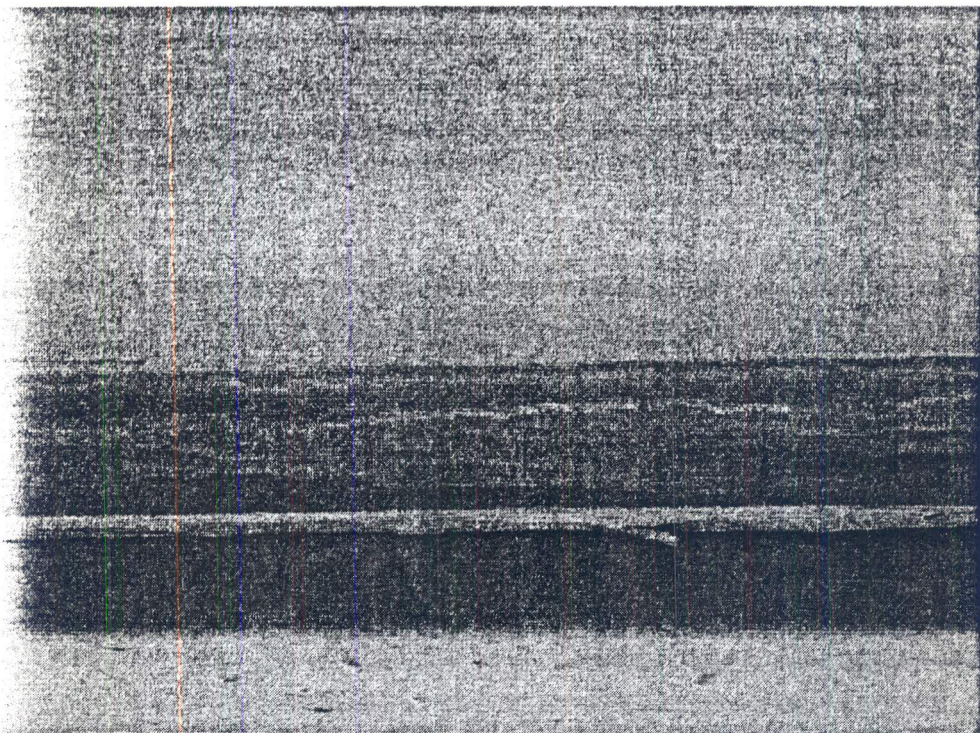


Photo No. 8: CLOSEUP VIEW OF THE FASCIA SHOWING THE DIFFERENT LAYERS OF PAINT.

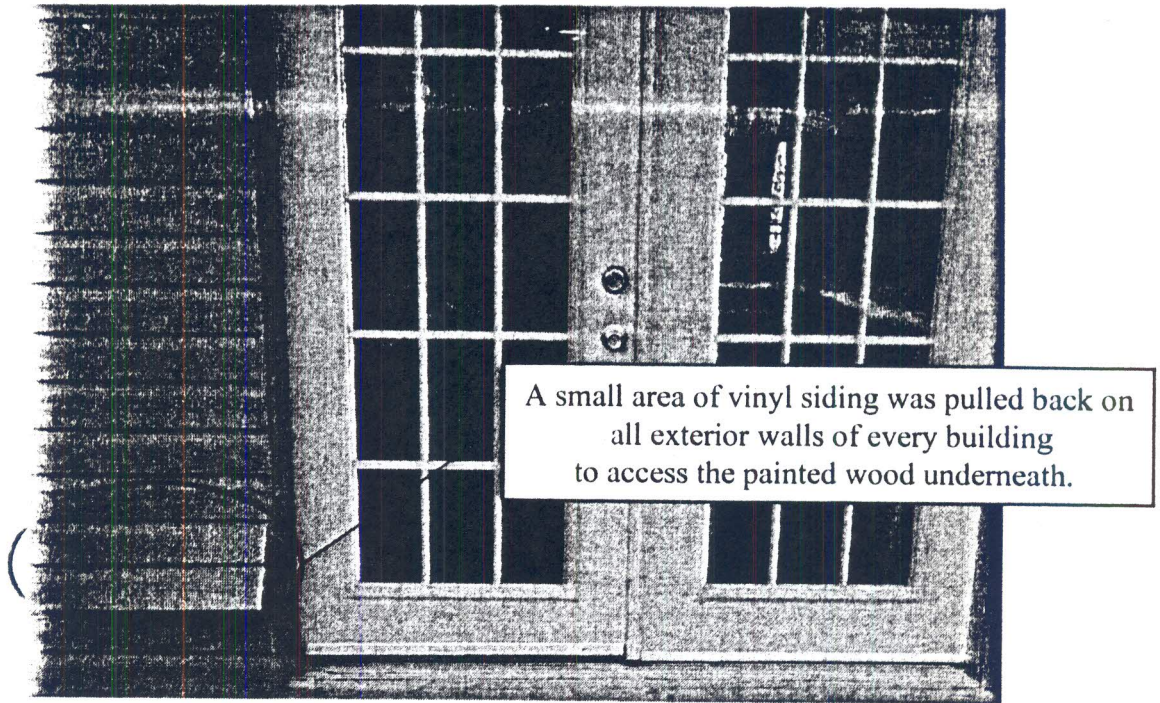


Photo No. 9: REPRESENTATIVE VIEW OF VINYL SIDING COVERING PAINTED WOOD.

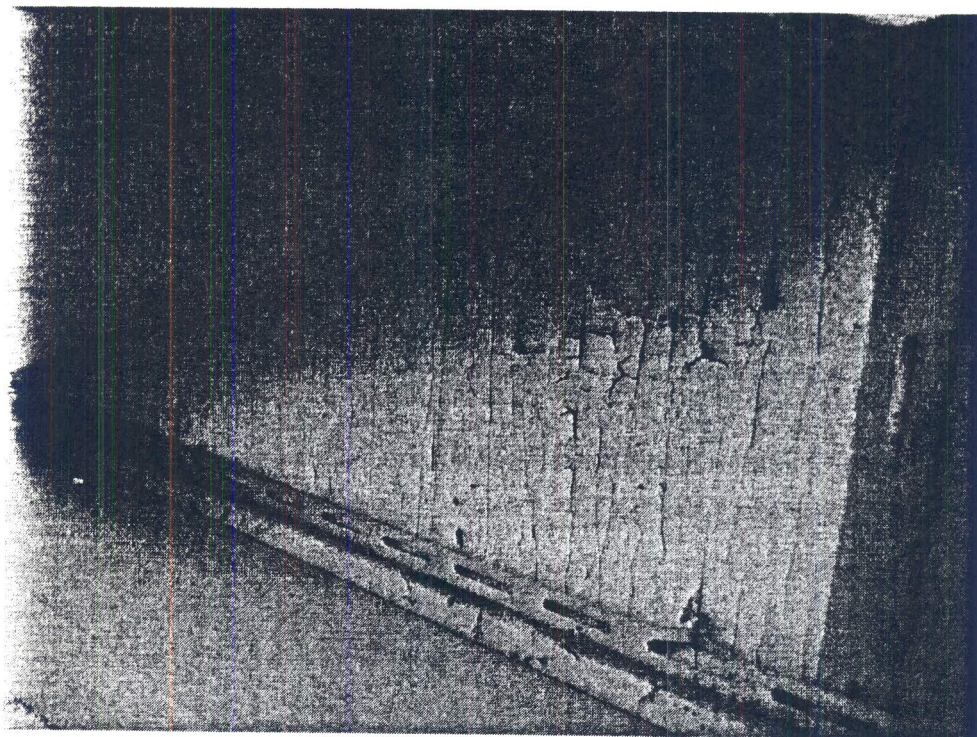


Photo No. 10: VIEW OF THE EXTERIOR WOOD WALL LOCATED BEHIND VINYL SIDING NEAR THE EXIT DOOR TO THE MANAGER'S OFFICE WHICH IS COATED WITH LBP.