ADA COUNTY RECORDER Christopher D. Rich AMOUNT 76.00 23
BOISE IDAHO 10/14/11 03:51 PM
DEPUTY Lisa Batt
RECORDED – REQUEST OF
Pickens Law
111083529

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, *et seq.*

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by TRICA, Inc. ("TRICA") and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. TRICA is a "holder" as defined in Idaho Code § 55-3002(6). TRICA, as the current property owner, grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property at 1406 Eastman, City of Boise, County of Ada, State of Idaho, legally described as Lots 11-14, Block 3, Brumback's Addition, (hereafter referred to as "the Property"). The Property is shown in the map in Attachment A.

Restricted Areas. Restricted areas that are the subject of the activity and use limitations are shown in the map in Attachment A.

Property Ownership. TRICA hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and TRICA has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above was previously the site of illegal drug activities consequently becoming contaminated with methamphetamine. On February 11, 2008 TRICA entered into a Voluntary Remediation Agreement with the Department, as part of the Voluntary Cleanup Program, to remediate the Property. TRICA successfully implemented an approved Voluntary Remediation Workplan (VRWP) on the Property. The VRWP included engineering controls (encapsulation) in the main building on the property as the primary means of eliminating risk to receptors from methamphetamine. This Environmental Covenant is required because the building which was the subject of the cleanup

is in an unfinished state and the potential exists, as a result of additional future building activities, that the effectiveness of the engineering controls would be reduced. Therefore future building finishing activities shall be guided by an approved operations and maintenance plan.

Name and Location of Administrative Record. A copy of the TRICA Voluntary Cleanup Program file can be found at the DEQ State Office at 1410 North Hilton, Boise, Idaho 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, TRICA, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

> The Operation and Maintenance Plan for the engineering controls used in the Restricted Areas is attached to this Environmental Covenant as Exhibit B and is incorporated into this Environmental Covenant. TRICA, and any successors in interest, shall comply with the Operation and Maintenance Plan. The Operation and Maintenance Plan may be modified upon mutual consent from the Department and TRICA, or its successor in interest, as provided in the Uniform Environmental Covenants Act, Idaho Code § 55-3010. Building finishing activities shall be consistent with the Operation and Maintenance Plan.

Breach and Cure of Activity and Use Limitations TRICA, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, the Owner or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or any successors in interest, and Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. TRICA, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

> Building finishing activities have been completed to the extent that engineering controls which were the subject of the VRWP for the purpose of reducing methamphetamine exposure are no longer at risk.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by TRICA, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, TRICA, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by TRICA, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against TRICA or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of TRICA, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, to require that the Owner correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, to file civil actions against the Owner as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyor of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise

provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either TRICA or its successors or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

TRICA: TRICA, Inc.
Attn: Jon Swarthout
314 S 9th Street, Suite 100
Boise, Idaho 83702

THE DEPARTMENT:
Idaho Department of Environmental Quality
ATTN: State Response Program Manager
1410 N. Hilton
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and TRICA or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of TRICA or any other responsible party under such voluntary consent order or other agreement.

The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments
Accepted:

Idaho Department of Environmental Quality

Signature: _____
Printed Name: Toni Hardesty
Title: Director, Idaho Department of Environmental Quality
Date: 9/29/11

State of Idaho)
) ss.
County of Ada)

On this 29 day of September, in the year 2011, before me, a Notary Public in and for said County and State, personally appeared Toni Hardesty, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ROSIE M. ALONZO NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho: Rosie M. Alonzo
Residing at: Nampa, ID
Commission Expires: 1/30/2015

Signature and Acknowledgments
Accepted:

Property Owner: TRICA, Inc.

Signature: _____

Printed Name: Jon C. Swarthout

Title: Artistic Director

Date: Sept. 22, 2011

State of Idaho)
)ss.
County of Ada)

On this 22 day of September, in the year 2011, before me, a Notary Public in and for said County and State, personally appeared JON C. SWARTHOUT (Insert name of officer of corporation), known or identified to me to be TRICA, Inc. of the corporation that executed the instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

TERRI R. PICKENS NOTARY PUBLIC STATE OF IDAHO

Notary Public for Idaho: _____
Residing at: Boise ID
Commission Expires: 11-1-15

ATTACHMENT A

Map of Property and Restricted Area

FINAL

Operations and Maintenance Plan For the building at 1406 West Eastman Street in Boise, Idaho

Prepared for:

Idaho Department of Environmental Quality

1445 North Orchard Street

Boise, Idaho 83706

Prepared by:

TerraGraphics Environmental Engineering, Inc.

3501 West Elder Street, Suite 102

Boise, Idaho 83705

www.terragraphics.com

June 13, 2011

Approval Form

Approved by:

Date: 9.26.11

Senior Reviewer, TerraGraphics Environmental, Engineering, Inc.

Jon Munkers

Bruce Wicherski Date: 9-28-11

Idaho Department of Environmental Quality (IDEQ)

Bruce Wicherski

Date: 9-28-11

Treasure Valley Institute for Children's Arts (TrICA)

Jon Swarthout

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Acronyms and Abbreviations

HEPA	High-Efficiency Particulate Air
IDEQ	Idaho Department of Environmental Quality
IDHW	Idaho Department of Health and Welfare
meth	methamphetamine
$\mu g/100cm^2$	micrograms per 100 square centimeters
O&M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
TerraGraphics	TerraGraphics Environmental Engineering, Inc.
USEPA	U.S. Environmental Protection Agency

Acronyms and Abbreviations

HEPA	High-Efficiency Particulate Air
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$\mu g/100cm^2$	micrograms per 100 square centimeters
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USEPA	U.S. Environmental Protection Agency

Section 1.0 Introduction

The building located at 1406 West Eastman Street in Boise, Idaho (hereinafter referred to as the site) has lead-based paint and has been impacted by methamphetamine (meth). Sampling of the exterior and interior window sills determined these areas had been painted with lead-based paint. Extensive sampling determined that most surfaces inside the building contained meth residue over the Idaho Department of Health and Welfare (IDHW) cleanup standard of 0.1 micrograms per 100 square centimeters ($\mu g/100cm^2$).

An extensive remediation project ensued in which most interior building finishes were removed completely from the building. However, most of the original wood building materials (i.e., window sills, framing, subfloors, ceilings, stairs, and roof trusses) were cleaned, encapsulated, and left in place. The concrete, stone, and brick components in the basement were also cleaned, encapsulated, and left in place.

Extensive testing by a certified industrial hygienist at the end of the cleanup project determined that meth concentrations in the building were below the IDHW cleanup standard of 0.1 $\mu g/100cm^2$.

This Operations and Maintenance (O&M) plan is necessary to ensure the integrity of the protective barriers (i.e., primer on the framing, ceilings, stairs and roof trusses; paint on the exterior and interior window sills; and plywood and plexi-glass cover on the stained glass windows) throughout the remediated areas of the building. The O&M plan contains general guidelines that the owner should follow.

1.1 Intent

The intent of this document is to outline a program that will assure safe use of the remediated areas of the site building. The O&M Plan is a guidance document that provides minimum protocols for the owner and renovators as they relate to public health and recontamination of remediated areas. It is the owner's intent that meth concentrations inside the building never exceed the IDHW cleanup standard.

1.2 Goals and Objectives

The goal of the O&M plan is to protect public health and the remedy at the site. The owner will require that all future renovation projects in the building be evaluated prior to the start of the project to determine if the project could cause lead-based paint and/or meth residue to recontaminate the interior of the building. The renovation and/or maintenance firm will follow lead-safe work practices outlined by Occupational Safety and Health Administration (OSHA) and U.S. Environmental Protection Agency (USEPA).

The objectives of this plan are to:

- Prevent or limit exposure to hazardous constituents (lead-based paint and meth residue) at the building.
- Protect and maintain the applied encapsulates at the building.

- Provide guidelines for the site owner to safeguard the remedy at the site and for carrying out response actions.
- Identify lines of communication and a process to exchange information between responsible and engaged parties.

1.3 Scope

The O&M plan focuses on management of the remedies that were used to protect human health from risks associated with lead-based paint and meth contamination. This plan includes guidance for monitoring and evaluations, maintenance, disturbance controls, industrial hygiene sampling, stained glass windows, reporting and record keeping, and a contingency to address unknown hazards at the site.

1.4 Roles, Responsibilities, and Communication

The site owner is responsible for maintenance of the remedy and implementation of the O&M plan and monitoring. The site owner is responsible for establishing budgets and allocating funds for O&M and long-term sampling and monitoring activities. The owner should maintain correspondence with the Idaho Department of Environmental Quality (IDEQ) regarding O&M guidance, monitoring, and any work that could impact the remedy.

Section 2.0 Monitoring and Evaluations

2.1 Purpose

The owner should conduct regular visual inspection of any building materials that have been cleaned and encapsulated. Concealed interior building materials that become exposed during renovation projects should be evaluated at the time they are accessible.

Inspections shall be conducted by the site owner or their personnel and/or representative to assess the condition of the protective barriers installed during the site cleanup. Site inspections shall identify barrier failures and initiate the process for a response action to be taken by IDEQ and the site owner. Inspections shall also identify imminent threats to the barriers that require a response before the next inspection.

2.2 Frequency

The visual inspection should take place at least annually and whenever interior building materials become accessible. Inspections shall occur in a systematic manner with the results reported to the site owner and to IDEQ. Inspections shall be non-destructive and shall consist of a visual assessment done by walking the different areas of the building.

Visual inspections should also take place whenever the owner receives a complaint or concern about the building's conditions, whenever the site building changes ownership or becomes vacant, or whenever significant damage occurs (e.g., flooding, vandalism, fire, etc.).

2.3 Features to Inspect

Inspections shall be performed on all features where building components were cleaned and encapsulated using the preferred method as outlined in the IDEQ approved *Final Update Workplan for the Hyde Park Church* (here in after "the Workplan") (TerraGraphics, 2009). The goal of visual surveys is to confirm that:

1. Painted surfaces on the interior and exterior window sills (those with known lead-based paint) are not deteriorating.
    - The surveyor should observe the extent of any paint deterioration by rating the paint condition as "intact," "fair," or "poor."
        - Poor surfaces (more than 10% of the total surface area of the component) are considered to be a hazard and should be corrected.
        - Fair surfaces (less than or equal to 10% of the total surface area of the component) should be repaired, but are not yet considered to be a hazard; if not repaired, they should be monitored frequently.
        - Intact surfaces (entire surface is intact) should be monitored to ensure that they remain in a nonhazardous condition.
    - The type of deterioration (e.g., chalking, blistering, scaling or flaking [peeling], mildew, worn paint due to friction or impact, etc.) should be noted as it may yield information about necessary hazard control treatments.
2. Encapsulations and enclosures have not failed.
    - The concrete slurry sprayed onto the basement foundation is not showing signs of cracking or sloughing.
    - The oil-based primer used in the preferred cleanup method is not deteriorating using the same rating system as the painted window sills. The following exposed areas should be checked:
        - Framing,
        - Subfloors,
        - Ceilings,
        - Stairs, and
        - Roof trusses.
3. Structural problems (e.g., water leaks, building deficiency, etc.) do not threaten the integrity of the encapsulations.

2.4 Response Actions

If any issues are noted during the inspection or if any renovation or repair work will disturb encapsulated areas, the building owner will notify IDEQ in writing. Upon approval of the proposed response action, the hired renovation/repair firm will adhere to the guidance provided

in Section 3.0. The building owner will again notify IDEQ in writing when the work is complete.

Types of issues that may arise are painted surfaces in poor condition, failures of the encapsulations/enclosures, and structural problems (as noted in section 2.3). The issues should be addressed with the following response actions:

1. Deteriorated painted surfaces on the interior and exterior window sills (those with known lead-based paint): Repaint the surfaces.
2. The concrete slurry sprayed onto the basement foundation is showing signs of cracking or sloughing: Repair the deteriorating foundation and respray with the concrete slurry.
3. The oil-based primer used in the preferred cleanup method is deteriorating (using the same rating system as the painted window sills): Repaint with oil-based primer.
4. Structural problems (e.g., water leaks, building deficiency, etc.) threaten the integrity of the encapsulations: Fix structural problems and encapsulate or paint repaired structures as necessary.

Section 3.0 Maintenance and Disturbance Controls

Any work, construction, or remodeling/renovation which results in the disturbance of the remedy will require lead safe work practices defined in OSHA lead standard, 29 CFR 1926.62 (see Appendix A) and USEPA Lead; Renovation, Repair, and Painting Program under 40 CFR 745.85 (see Appendix B and Appendix C). The OSHA and USEPA lead standards outline worker exposure limits, personal protection requirements, and employer responsibility for exposure assessment, training, housekeeping, and record keeping. All work done at the site will include the following lead safe work practices.

3.1 Occupant Protection

Appropriate actions will be taken to protect occupants from exposures to lead-based paint hazards associated with Lead Hazard Reduction, paint stabilization, maintenance, or rehabilitation activities.

3.2 Worksite Preparation

Preparation of the worksite will be done in order to prevent the release of leaded dust and debris. Practices to minimize the spread of lead dust, paint chips, soil, and debris will be used. Protective work practices are the same for both low-risk jobs (jobs disturbing a small surface area and not generating much dust) and high-risk jobs (jobs that are high risk and that disturb a large surface area). Surfaces should be wetted when possible to retard the entrainment of leaded dust into the air. A garden sprayer or pump/squeeze bottle can be used for this purpose. Enough water should be used to just coat the surface; use of excessive water can cause runoff and substrate damage. Work should proceed carefully and deliberately to reduce the amount of dust generated.

3.3 Worksite Containment

Rooms or areas where remediated surfaces are being penetrated, removed, or prepared should be isolated from the other sections of the dwelling that will not be cleaned or renovated.

3.3.1 Interior Containment

1. Remove all objects from the work area or cover them with plastic sheeting with all seams and edges sealed.
2. Close and cover all ducts opening in the work area with taped-down plastic sheeting.
3. Close windows and doors in the work area. Doors must be covered with plastic sheeting.
4. Cover the floor surface with taped-down plastic sheeting in the work area a minimum of 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater.
5. Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris when leaving the work area.

3.3.2 Exterior Containment

1. Close all doors and windows within 20 feet of the renovation.
2. Ensure that doors within the work area that will be used while the job is being performed are covered with plastic sheeting in a manner that allows workers to pass through while confining dust and debris.
3. Cover the ground with plastic sheeting or other disposable impermeable material extending a minimum of 10 feet beyond the perimeter or a sufficient distance to collect falling paint debris, whichever is greater.
4. In situations such as where work areas are in close proximity to other buildings, windy conditions, etc., the renovation firm must take extra precautions in containing the work area (e.g., vertical containment).

3.4 Prohibited Methods

There are some methods that may not be used at any time to remove paint that is or may be lead-based paint.

- Open-flame burning or torching.
- Machine sanding or grinding without a High-Efficiency Particulate Air (HEPA) vacuum exhaust tool.
- Uncontained hydroblasting or high-pressure washing.
- Abrasive blasting or sandblasting without a HEPA vacuum exhaust tool.
- Heat guns operating above 1,100 °F.
- Dry scraping (except for limited areas) and methylene chloride paint strippers are also not recommended.

3.5 Worksite Cleanup

After the renovation has been completed, the renovator/maintenance worker must clean the work area until no dust, debris or residue remains.

1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
2. Remove and dispose of protective sheeting as waste.
3. Clean all objects and surfaces in the work area and within 2 feet of the work area in the following manner:
   a. Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.
   b. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum.
   c. Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth. Mop uncarpeted floors thoroughly using a mopping method that keeps the wash water separate from the rinse water, or using a wet mopping system.

Section 4.0 Industrial Hygienist Involvement

A certified industrial hygienist should be involved with any project that will impact any original wood building materials, concrete, stone, or brick inside the building. If a risk of meth residue contamination is determined to exist, the general contractor will be required to ensure that all work practices are performed in a controlled environment such that no contamination to the building will occur. The general contractor will be responsible for appropriate worker protection of anyone involved in the renovation project. The general contractor will be familiar with the IDHW *Guidelines for Cleaning Up Former Methamphetamine Laboratories* (2009), USEPA *Voluntary Guidelines for Methamphetamine Laboratory Cleanup* (2009), OSHA lead-safe work practices under 29 CFR 1926.62, and USEPA Lead; Renovation, Repair, and Painting Program under 40 CFR 745.85. The general contractor will be responsible for cleaning any contamination that occurs as part of the renovation project until the Idaho cleanup standard for meth as outlined in IDAPA 16.02.24.

Following any work that has impacted any encapsulated area, meth and lead dust clearance samples are required to be collected by a certified industrial hygienist. The renovation firm is required to re-clean the work area until the clearance sample results are below the clearance standards.

Section 5.0 Stained Glass Windows

As part of the cleanup, the stained glass windows were to be cleaned of methamphetamine residue. The windows were HEPA vacuumed and the frames were cleaned using the preferred method from the Workplan (TerraGraphics, 2009). However, during the process, concerns were raised that cleaning the windows could further damage them and negatively influence the historic value of the stained glass. As an alternative, plywood with a plexi-glass window was installed on the interior side of the stained glass until they can be removed and professionally restored. The plywood and plexi-glass cover will remain on the windows and will be inspected periodically until the windows can be removed for repairs. At the time of repair, the glass should be cleaned using the preferred method from the Workplan until the stained glass surfaces meet the clearance criteria (TerraGraphics, 2009). The hired contractors completing this work will follow lead-safe work practices under OSHA 29 CFR 1926.62 and USEPA 40 CFR 745.85

1406
R11280000420
N 14TH ST
W EASTMAN ST
Restricted Area

Section 6.0 Record Keeping and Reporting

Maintenance and monitoring activities associated with interim controls should be documented. Records shall include photographs of all inspected areas for reference in future years, inspection reports, documentation of repairs including photographs following repairs, recommendations for further actions, and related correspondence. An inspection/monitoring report will be submitted annually to IDEQ.

Section 7.0 Contingency to Address Unknowns

Should unknown hazards, such as materials potentially containing asbestos or lead-based paint, be uncovered during remodeling or construction activities, the owner will notify IDEQ of the suspected hazard and will provide IDEQ with a proposed response action (such as removal, stabilization, or confirmation testing). Upon approval of the proposed response action, the hired renovation/repair firm will adhere to the guidance provided in Section 3.0. The building owner will again notify IDEQ in writing when the work is complete.

Section 8.0 References and Resources Used

29 CFR 1926.62, "Lead in Construction Standard," Title 29, Code of Federal Regulations, Part 1926.

40 CFR 745.85, "Residential Property Renovation Work Practice Standards," Title 40, Code of Federal Regulations, Part 745.

IDAPA. 16.02.24 Clandestine Drug Laboratory Cleanup.

Idaho Department of Health and Welfare (IDHW). 2009. Guidelines for Cleaning Up Former Methamphetamine Laboratories.

TerraGraphics Environmental Engineering, Inc. (TerraGraphics). 2009. *Final Update Workplan for the Hyde Park Church.* Prepared for the Idaho Department of Environmental Quality.

U.S. Department of Housing and Urban Development (HUD). 1995 and updates. Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.

U.S. Environmental Protection Agency (USEPA). 2009. Voluntary Guidelines for Methamphetamine Laboratory Cleanup.

USEPA. 2010a. "The Lead-Safe Certified Guide to Renovate Right: Important lead hazard information for families, child care providers and schools." EPA-740-K-10-001.

USEPA. 2010b. "Small Entity Compliance Guide to Renovate Right EPA's Lead-Based Paint Renovation, Repair, and Painting Program." EPA-740-K-10-003.

Approval Form

Approved by:

Date: 9-26-11

Senior Reviewer, TerraGraphics Environmental, Engineering, Inc.

Jon Munkers

Bruce Wicherski Date: 9-28-11

Idaho Department of Environmental Quality (IDEQ)

Bruce Wicherski

Date: 9-28-11

Treasure Valley Institute for Children's Arts (TrICA)

Jon Swarthout

ATTACHMENT B

Operation and Maintenance Plan