

POE
RESTORATION & WATERPROOFING

February 8, 2024

Messrs. Jeremy Howe and Jason Wolf
Department of Environment, Great Lakes, and Energy
State of Michigan
P.O. Box 30260
Lansing, MI 48909
VIA EMAIL

RE: Response to Violation Notice Dated January 18, 2024
EGLE SRN/ID U822400128; Wayne County

Dear Messrs. Howe and Wolf:

We acknowledge receipt of the Violation Notice dated January 18, 2024 and appreciate the opportunity to respond to the concerns raised by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding the property 1959 East Jefferson Ave., Detroit, Michigan. We take matters of safety and environmental compliance very seriously and are committed to addressing and rectifying the issues identified. We would like to reiterate our commitment to cooperation and earnestness in assisting with EGLE's investigation.

Company Overview: Poe Restoration & Waterproofing Co. is a small, family owned and operated company specializing in masonry restoration since our founding in 1996. Our work involves masonry repairs, maintenance, and alterations such as repointing, brick/block/stone replacement, resizing and infilling openings, and similar work. Inherent in that work is often limited amounts of selective demolition such as removing masonry prior to replacement or to create or enlarge an opening. It is extremely rare for us to perform demolition or removal beyond what is needed for our masonry work.

Project Overview: We were first approached by the building owner, Hany Boutros, in mid-August 2023 to perform some work on 1959 E. Jefferson. The initial scope of our quote to Mr. Boutros consisted of limited masonry repairs (e.g., brick and stone replacement, patching, etc.) as well as some removal of overgrown vegetation and litter at the exterior of the building and boarding some doors and windows. It was our understanding that this work was primarily to address violations from the City of Detroit and to secure the building from scrappers and squatters. Although we typically do not do work like vegetation and litter removal, it was within our capability, and we provided Mr. Boutros with a quote for the full scope on August 28, 2023.

On or about October 12, 2023, Mr. Boutros contacted us and told us that he had awarded the work we quoted to another contractor but told us he had some debris cleanup if we were interested. When we visited the site prior to re-quoting the project, interior gutting/demolition had already been performed by some other party, and we observed a substantial amount of sorted debris (i.e., piles of wood, piles of electrical material, piles of wallboard, etc.) (see Photo 1). The building owner gave us no notice that the debris might contain asbestos. Debris cleanup is not something we typically do, but work was relatively slow for us and we accepted the work on a verbal/handshake arrangement for \$80,000. This price included the removal of the piles of debris on all four floors as well as the removal of a few partition walls on the first floor. These partition walls consisted of wood paneling on wood studs. *We did not gut/strip/demo any material except for the few wooden partition walls on the first floor.*

Project Timeline: We began removing debris from the building on or about December 1, 2023 and disposed of it in standard 30-yard dumpsters provided to us by GFL. Our work continued until approximately January 3, 2024. EGLE’s inspection occurred on January 4, 2024 and the inspector, Jeff Benya, notified us of the inspection and the stop work order via email on January 5, 2024. We immediately ceased all work at the building – no further work has been performed by us at the building after January 3, 2024. The sole exception to this was that we boarded up windows to secure the building against scrappers, vandals, and squatters.

Response: Upon notification of potential violations, we immediately reached out to Tyler Lenling at TEK Environmental for guidance due to our knowledge deficit with asbestos-related regulation. Mr. Lenling explained the relevant regulations and acted as a liaison with Mr. Benya to guide us through EGLE’s compliance requests. We also emailed Mr. Boutros in hopes of obtaining a copy of an asbestos survey. Unfortunately, he stated that no surveys had been performed – either at the purchase of the building or prior to the gutting of the building that occurred prior to our involvement with it.

When Mr. Benya forwarded the lab results showing ACM in our waste, I was disheartened and I knew we had to do whatever we could to make things right. I immediately asked our supervisor what PPE the workers were wearing and was relieved to learn that they were wearing P100 respirators. We sent a small crew to the site to try to mitigate debris that may blow from the dumpster area. Mr. Lenling began writing a scope for the exterior abatement and getting pricing from abatement contractors. We signed contracts with Global Green Service Group for the cleanup of the debris on the building exterior (including the dumpsters) and with TEK Environmental for project oversight and testing.

Information Requests from the Violation Notice: Your notice included six specific items to be addressed. Although many of these have been addressed earlier in this letter, I want to be sure to answer each of these directly to avoid any ambiguity. Those items follow:

- The dates the violations occurred:
 - We received our first notification of potential violations from EGLE in an email from Jeff Benya on January 5, 2024

- An explanation of the causes and duration of the violations:
 - We removed the existing piles of debris to dumpsters after the scope of work that we originally quoted was changed to include primarily this debris removal. We performed this work because: we did not recognize anything as potentially containing asbestos when we accepted the job, the owner positioned this a “debris removal” job and did not make us aware of any potential ACM, we were untrained and generally unaware of the requirements for an asbestos survey as well as the wide variety of materials that may contain asbestos, and other than removing the wooden partition walls (which we believe can safely be assumed to not contain ACM) we performed no demolition or renovation as defined by NESHAP. Our last day of work was January 3, 2024.
- Whether violations are ongoing:
 - Our last day of work was January 3, 2024; we performed no cleanup or debris removal of any kind after that date aside from picking up some loose and blowing debris (e.g. fiberglass insulation) from the parking lot.
- A summary of the actions that have been taken and are proposed to be taken to correct the violations and the dates by which these actions will take place:
 - We retained the consultation services of TEK Environmental on January 5, 2024;
 - We retained TEK Environmental to develop a scope of work, oversee abatement, perform verification of cleanup and parking area debris removal despite the winter snow, and issue a final report on January 11, 2024;
 - We retained Global Green Service Group to clean the debris and materials on the ground including additional scraping of any loose soil for confirmation of cleanup and transfer of the confirmed material in the existing onsite dumpsters to properly lined asbestos waste dumpsters for proper disposal on January 12, 2024;
 - We have maintained honest and forthright contact with Mr. Benya – directly and via TEK Environmental – from January 5, 2024 to present;
 - We boarded up the building openings for building security; and
 - All of the above we have done at our expense.
- What steps are being taken to prevent a reoccurrence:
 - We have scheduled asbestos awareness training for our employees through TEK Environmental;
 - We will test any suspect materials if information is unavailable from the building owner; all projects will be verified through our third-party team for verification for asbestos before any work begins; and
 - In the rare instance we do any clean-up of non-masonry waste, we will verify with the building owner for an ACM survey before proceeding or hire a licensed and State Certified asbestos inspector to perform the necessary survey and testing to ensure that there is no ACM present.
- Acknowledgement of receipt, and understanding of, the attached “Understanding NESHAP” fact sheet:
 - We have received, read, and understood the Understanding NESHAP fact sheet.

We appreciate EGLE's role in upholding environmental regulations and also appreciate that Mr. Benya has dealt with us in a very respectful, honest, and collaborative manner. We are committed to resolving this matter expediently and preventing future occurrences through additional training, implementing testing, and being more selective in accepting jobs. We will gladly address any questions you may have.

Regards,

A handwritten signature in black ink, appearing to read "Jason Schumacher". The signature is fluid and cursive, with a large initial "J" and "S".

Jason Schumacher
Operations Manager

Attachments: Final Report from TEK Environmental
Agreement with TEK Environmental dated January 11, 2024
Agreement with Global Green Service Group dated January 11, 2024

cc: Mr. Jeffrey Benya

Exhibit



Photo 1: Photo taken November 20, 2023 of 1953-1959 E Jefferson interior at fourth floor taken by Poe Restoration employee prior to beginning our debris removal work. This gutting/demo was done prior to our arrival.

Attachments

Final Report from TEK Environmental

(This report was not available at the time of submission.
We will forward it to you when it becomes available.)

Agreement with TEK Environmental



January 11, 2024

To: Mr. Jason Schumacher

**Operations Manager
Poe Restoration & Waterproofing Company
21620 Coolidge Hwy, Sute 200
Oak Park, MI 48237**

**Project: Asbestos Building Damage
Assessment Survey Inspection**

**Professional Asbestos Management Services
located at:
1959 E. Jefferson, Detroit, MI
Vacant Building**

Mr. Schumacher,

Upon our conversation and site meeting to perform the asbestos management of the stated and EGLE Confirmed exterior contamination, we will provide the necessary consulting and scope of work development for EPA- EGLE Approval to move the project along. At this time we understand that no work shall be performed at this time until EGLLE releases the stated stop work order.

Therefore, we have contacted EGLE (Jeff Benya) at your request on your behalf regarding the conditions at the site and to provide the necessary industrial hygiene Scope of work protocol to provide cleanup services to remove the said contamination from the exterior West Parking Area.

Additionally, we have provided a proposed scope of work to initiate a full building inspection of the property by required by State of Michigan and EPA Regulation Authorities using appropriate AHERA inspection procedures to identify which building materials contain asbestos prior to renovation or demolition. Per our discussion we can inspect the facility to identify any asbestos containing materials (ACM) and evaluate the quantity of identified ACM to later decide if the materials will be required o be cleanup up to prevent further exposure to occupants and workers.

Scope of Work:

TASK 1 – Asbestos Scope of Work Development for EGLE Approval

TEK Senior Level Industrial Hygienist-will provide the following:

- Site Meeting with Jason Schumacher to discuss EGLE Compliance Requirements and Approval moving forward
- Asbestos Scope of work development for EGLE Approval
- Oversight and Cleanup Confirmation
- Final Report with Closure documentation for approval of cleanup from EGLE on exterior.

COST

TASK 1 – Asbestos Scope of Work Development for EGLE Approval

- | | |
|--|----------|
| • Site Meeting and Compliance Requirements | \$285.00 |
| • Asbestos Scope or work per EGLE Requirements | \$650.00 |

TASK 1B Closure Requirements

- | | |
|---|----------|
| • Daily Oversight during cleanup of materials (Daily Weekday rate) | \$550.00 |
| • Weekend Daily Rate (Saturday Only) | \$650.00 |
| • Final Closure Report | \$325.00 |
| • Site soil sampling of conditions for confirmation of waste removal
\$75/sample | |

Task 1 and 1B are approved.

ADDITIONAL SERVICES

TASK 2 Asbestos Building Material Survey Identification

TEK will perform a friable and non-friable asbestos identification inspection to determine the location and extent of suspect asbestos-containing materials in the structures. Survey activities will be performed according to Federal AHERA, NESHAPS and State regulations and accepted industrial hygiene practices. State of Michigan Accredited Asbestos Building Inspectors will perform the field sampling. The building will be surveyed to identify homogeneous areas of materials considered suspect by the U.S. EPA as potential Asbestos-Containing Material (ACM).

Task 2 – Material Sampling and Laboratory Analysis

Upon identification of homogeneous areas, i.e., areas of material that appear uniform in texture, color, and other physical characteristics, sample locations and numbers of samples will be determined. Sampling procedures will be performed according to USEPA and OSHA protocols. Locations of each bulk sample will be field mapped on a floor diagram, if available. Samples of suspect materials will be analyzed by Polarized Light Microscopy (PLM) at a NVLAP/NIST and/or AIHA accredited laboratory.

Task 2 - Inspection Report

TEK will prepare an asbestos identification survey report with methodologies and findings, including:

- Type description, location and approximate quantity of asbestos materials identified by functional space (i.e., room designation) in table form;
- Sample locations and analytical results from items and areas sampled;
- Damage assessment with locations and approximate quantities of damage, if found to be positive for asbestos.

TASK 2 Asbestos Building Survey pursuant to OSHA Compliance

TEK will conduct the asbestos identification survey activities for the sum cost of **\$4,550 plus samples**. We would estimate collecting approximately 80. Asbestos sample cost, which is in addition to the sum cost, will be billed at \$18 per sample, including layers, at a STANDARD 5 day turn around time from the laboratory.

Task 2 is NOT approved at this time

ASSUMPTIONS AND CLARIFICATIONS

- Unfettered access within the building or structure.
- Areas of the building must be fully inspected. If some areas cannot be accessed, then additional costs will apply for down time and impeded work for survey inspectors on site at the hourly rate of \$75 per hour.
- Samples will be billed at \$18 per sample for Standard 5 day turn around or \$35 per sample for **RUSH/24 HR** turn around time. The EPA Certified Laboratory will identify all layers of each sample.
- No Destructive access inside or behind masonry walls, roofing, equipment, etc.
- No confined space entry will be required. No unsafe building condition areas will be entered.
- Cost includes field mapping sample locations on a simplified building floor plan diagram.
- Additional site walk thru- inspections will be billed at the hourly rate stated above.
- Final Report will be sent by email.
- Payments terms due upon completion, Retainer in the amount of 50% will be required.
- **Payment must be received once all lab data and reports are turned over for release to the client and upon delivery of the report.**

STAFFING

TEK Environmental employs professional industrial hygienists to perform all aspects of Asbestos Abatement Project Monitoring. These professionals are certified as Contractor/Supervisors, Building Inspectors, Project Designers and NIOSH 582 Fiber Counters. Field hygienists also participate in a Quality Assurance/ Quality Control testing program.

SCHEDULE

TEK can begin services to inspect the building within 1-2 weeks of a signed Authorization. Quantifications will be drafted to the Client upon completion of field activities. Final report will be delivered within one week of receiving final lab data by mail and invoice paid in full. If asbestos is identified, TEK can provide the EPA-AHERA required Asbestos Abatement for demolition to commence in a separate cost proposal or the building to be isolated safely with proper signage.

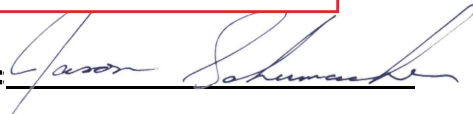
If you wish to authorize this work, please indicate by signing and returning one copy of this proposal by email to kara@tekenvironmental.com. This Proposal will constitute our agreement. Please reference a *purchase order* upon return of this authorized proposal, if necessary. TEK would like to thank you for the opportunity to work with you on this project. If you have any questions about the proposal, please do not hesitate to contact me at (734) 878-5588.

Only Task 1 and 1B approved

Sincerely,



Tyler S. Lenling-
Senior Project Manager
**TEK Environmental &
Consulting Services, Inc.**
Office: (734) 878-5588
Fax: (734) 448-5088

Accepted By: 

Name (print): Jason Schumacher

Date: January 11, 2024

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Inspection Proposal - Commercial.doc

Agreement with Global Green Service Group



Global Green Service Group, LLC

27113 Powers Avenue - Dearborn Heights, MI 48125
Phone (313) 291-2528 Fax (313) 291-2399

Proposal Number
12739 R1

January 11, 2024

Jason Schumacher
Poe Restoration & Water Proofing Co
21620 Coolidge Hwy, Suite 200
Oak Park, MI, 48237
Email: Jason@poerestoration.com
(734) 646-7058

RE: 1959 E Jefferson Ave, Detroit, MI, 48207

1. DESCRIPTION OF WORK:

Global Green Service Group, LLC (GGSG) will supply all required supervision, labor, equipment, materials, disposal and documentation to remove asbestos containing materials from the above referenced project as follows:

AREA & SCOPE OF WORK:

GGSG will clean up all asbestos debris located in north west corner parking lot and along perimeter of building, remove all asbestos contaminated debris from 3 dumpsters located on-site that are not properly lined and will remove all debris from dumpsters and place into properly lined 30-yard dumpsters, clean dumpsters of asbestos debris and properly line and use for remainder of debris clean up. **(Quote includes disposal)**

2. PRICE Per Line Item

- Clean-up of asbestos debris in parking lot \$6,100.00
- Clean out of 3 contaminated dumpsters on-site \$8,400.00

TOTAL COST

Fourteen Thousand Five Hundred Dollars \$14,500.00

3. INSURANCE COVERAGE:

General Liability - \$1,000,000 occurrence/\$2,000,000 aggregate/\$10,000,000 occurrence/umbrella
Professional & Pollution - \$2,000,000 with \$10,000,000 occurrence/umbrella

4. SPECIAL CONDITIONS AND PAYMENT TERMS:

- a. All work will be conducted under current Federal, State and local guidelines.
- b. Payment due upon completion of the scope of work as outlined above.

c. This proposal is valid for ninety (90) days.

5. AIR MONITORING:

Will be completed by TEK Environmental Services.

6. NOTE:

Upon acceptance of this quotation, please sign and date in the space provided and return to our office via email or fax number listed above. Please be aware that acceptance signatures are required before work may proceed and renders this proposal as a binding contract. If a date of commencement is not selected, then the date of commencement shall be the date of this agreement. Delay of communication is subject to any labor and/or material increases that may occur from the date of agreement to date of commencement.

GLOBAL GREEN SERVICE GROUP, LLC

Dave Bennett 1/11/2024
12739 R1 (DB) Date

ACCEPTED BY

 1/12/2024
Signature Date