Fox—Continued from page 27

leases may allocate legal responsibility between the owner and tenant for certain dangers, and even for removal of hazards or abatement of hazardous conditions. Thus, neither owners nor tenants can assume they are immunized from responsibility without a very detailed analysis of their legal and contractual obligations. This analysis might include the circumstances and documentation involved in the acquisition of the property, in leasing relationships, and in the use of outside contractors.

The type of liability that can be encountered is illustrated by the following. In connection with a renovation project in Texas, 166 construction workers claimed that they were exposed to asbestos, and filed suit against the owner of the project, the contractor and the professional firm involved. Although the workers merely claimed exposure, and could show no actual injury (due to the long manifestation period of asbestos-related disease), the workers' claims were settled at $1.6 million. Inadvertent disturbing of ACM can also cause project delays and shutdowns, as well as violations of the law. One Connecticut contractor was criminally charged with violation of the Clean Air Act for disturbing ACM during demolition of a building. Finally, insurance coverages and financing may be impaired by the presence of ACM, and certainly by its careless handling.

Preventing Problems . . .

In order to prevent problems, a combined legal and technical approach is necessary. It must be remembered that preventing contamination, injury and claims is considerably less legally hazardous and less expensive than defending claims at a later date or finger-pointing in an attempt to avoid the imposition of liability. The following are some suggestions for approaching the problem of disturbing ACM and creating hazards:

1. Become familiar with the problems presented by ACM and legal and technical approaches to the problems presented.
2. Determine whether hazard(s) exist and the extent of any dangers that are present or possible ("hazard assessment").
3. Determine available options for dealing with any such danger (removal; encapsulation; enclosure; operations and maintenance programs; etc.)
4. Examine lease relationships to determine the allocation of responsibility for repair and maintenance.
5. Owners and tenants should ensure that each party is aware of any potential dangers, in order to avoid inadvertent contamination of the building by disturbing ACM.
6. In-house and outside maintenance personnel and contractors should be made aware of existing and potential dangers and the need for avoiding inadvertent contamination.
7. Notification systems for advising

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