

**PERRINE DUPONT SETTLEMENT
SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE
55 B. STREET
P.O. BOX 257
SPELTER, WV 26438
304-622-7443
1-800-345-0837
www.perrinedupont.com
perrinedupont@gtandslaw.com**

October 4, 2011

The Honorable Thomas A. Bedell
Circuit Judge of Harrison County
301 West Main Street, Room 321
Clarksburg, West Virginia 26301

**Re: Perrine. et al. v. DuPont. et al.;
Civil Action No. 04-C-296-2 (Circuit Court of Harrison County, West
Virginia) – Report RE Proposed Sampling Provider Agreement
Our File No. 4609-1 {DD-2} and 4609-1{DD-5}**

Dear Judge Bedell:

As the Court will recall, by the “Final Order Approving Initial Property Protocols, Property Testing RFP, and Property Testing RFP Bidder List,” entered August 3, 2011, the Court approved a “Request for Proposals (“RFP”) for Testing Only of Soil and Houses in the Class Area in the Perrine DuPont Settlement” and a list of candidates to receive the RFP.

In accordance with the Order, the RFP was provided to all listed candidates on August 8, 2011. After receiving bids from eight (8) entities, with seven (7) bidding to provide sampling services and one (1) bidding to provide laboratory services, the Claims Administrator conducted an interview of each bidder on September 12, 2011, in conjunction with the Claimants Advisory Committee. After all of the interviews were conducted, the Claimants Advisory Committee unanimously recommended that CORE Environmental Services, Inc. (“CORE”) be engaged to provide the sampling services. Marc Glass, the Court-Appointed Property Remediation Technical Advisor, made the same recommendation. Additionally, CORE, which has offices in Morgantown, West Virginia, and Pittsburgh, Pennsylvania, was the lowest bidder.

At this time we recommend that CORE be engaged to provide the sampling services outlined in the RFP.

Your Claims Administrator has negotiated the attached proposed “Agreement for Soil and House Sampling Services in Connection Property Remediation (Clean-Up) Program,” (the “Sampling Agreement”) with CORE, which was then provided for comment to the Finance

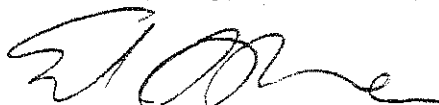
Committee. We have not received any comments from the Finance Committee about the Sampling Agreement.

Your Claims Administrator has shared with CORE, the Finance Committee and the guardian *ad litem* for children, the enclosed, proposed Sampling Agreement, this Report, and the enclosed proposed Order. All of these documents have received the approval of the above-named parties.

The proposed Order, which would allow the Claims Administrator to enter into the Sampling Agreement with CORE on behalf of the Settlement, is hereby submitted to the Court.

Thank you for the Court's consideration.

Yours very truly,



Edgar C. Gentle, III
Claims Administrator

ECGIII/maj
Enclosure

cc: (with enclosures)(by e-mail)(confidential)

Mr. Steve Zbur and Mr. Tom Rebar of CORE

Stephanie D. Thacker, Esq.,
DuPont Representative on the Settlement Finance Committee

Virginia Buchanan, Esq.
Plaintiff Class Representative on the Settlement Finance Committee

Meredith McCarthy, Esq.,
Guardian Ad Litem for Children

Michael A. Jacks, Esq.

Mr. Marc Glass
Court-Appointed Property Remediation Technical Advisor

Clerk of Court of Harrison County,
West Virginia, for filing (via hand delivery)

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al., individuals
residing in West Virginia, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 04-C-296-2
Thomas A. Bedell, Circuit Judge

E.I. DU PONT DE NEMOURS AND COMPANY, et al.,

Defendants.

**FINAL ORDER APPROVING AGREEMENT FOR SOIL AND HOUSE SAMPLING
SERVICES BETWEEN THE PERRINE DUPONT SETTLEMENT AND CORE
ENVIRONMENTAL SERVICES, INC.**

Presently before the Court is the Claims Administrator's October 4, 2011, Report, which recommends that the proposed "Agreement for Soil and House Sampling Services in Connection with the Property Remediation (Clean-Up) Program" ("Sampling Agreement") with CORE Environmental Services, Inc., ("CORE") be approved by this Court.

After a careful review of the Claims Administrator's Report, the Court notes that CORE was the lowest bidder out of seven (7) bids received to provide sampling and testing services in connection with the Property Remediation (Clean-Up) Program previously approved by this Court; that CORE was unanimously recommended by the Claimants Advisory Committee, and by Mr. Marc Glass, the Court-Appointed Property Remediation Technical Advisor, after an extensive interview process to provide said services; and that CORE has a local presence with offices in Morgantown, West

Virginia, and Pittsburgh, Pennsylvania.

In consideration of applicable law, the Court **ORDERS** that the proposed Sampling Agreement is hereby **APPROVED** and that the Claims Administrator, on behalf of the Perrine DuPont Settlement, is hereby **AUTHORIZED, EMPOWERED** and **DIRECTED** to enter into the Sampling Agreement on behalf of the Settlement, with the Claims Administrator's execution and delivery of the Sampling Agreement to CORE Environmental Services, Inc., to be conclusively presumed to be the valid and binding act of the Settlement.

Lastly, pursuant to Rule 54(b) of the West Virginia Rules of Civil Procedure, the Court directs entry of this Order as a Final Order as to the claims and issues above upon an express determination that there is no just reason for delay and upon an express direction for the entry for judgment.

IT IS SO ORDERED.

Finally, it is **ORDERED** that the Clerk of this Court shall provide certified copies of this Order to the following:

David B. Thomas
James S. Arnold
Stephanie Thacker
Guthrie & Thomas, PLLC
P.O. Box 3394
Charleston, WV 25333-3394

Meredith McCarthy
901 W. Main St.
Bridgeport, WV 26330
Guardian ad litem

Edgar Gentle, III
Michael Jacks
Settlement Claims Office
P.O. Box 257
Spelter, WV 26438
Special Master

J. Farrest Taylor
Cochran, Cherry, Givens, Smith,
Lane & Taylor, P.C.
163 West Main St.
Dothan, AL 36301

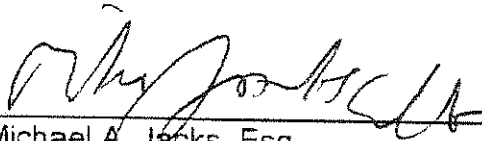
Virginia Buchanan
Levin, Papantonio, Thomas, Mitchell
Eshsner & Proctor, P.A.
316 South Baylen St., Suite 600
Pensacola, FL 32502-5996

Steve Zbur
Tom Rebar
CORE Environmental Services, Inc.
4 Brookstone Plaza
Morgantown, WV 26508

This Order Prepared By:



Edgar C. Gentle, III, Esq.
Gentle, Turner & Sexton
P. O. Box 257
Spelter, WV 26438
Claims Administrator



Michael A. Jacks, Esq.
W. Va. Bar No. 11044
P.O. Box 257
Spelter, WV 26438

ENTER: _____

Thomas A. Bedell, Circuit Judge

AGREEMENT FOR SOIL AND HOUSE SAMPLING SERVICES
IN CONNECTION WITH THE PROPERTY REMEDIATION (CLEAN-UP) PROGRAM

for the

LENORA PERRINE, ET AL.,

v.

E.I. DuPONT DE NEMOURS AND COMPANY, ET AL.,

SETTLEMENT

a.k.a the PERRINE DUPONT SETTLEMENT

by and between

THE SPECIAL MASTER AND CLAIMS ADMINISTRATOR

and

CORE ENVIRONMENTAL SERVICES, INC.,

Submitted to the Court on
October 4, 2011, and
approved by Court Order
dated _____
_____, 2011

Agreement for Soil and House Sampling Services for the Property Remediation (Clean-Up) Program
between
the Perrine DuPont Settlement and CORE Environmental Services, Inc.

THIS AGREEMENT is entered into on October 5, 2011, and effective upon Court approval (the "Effective Date") between CORE Environmental Services, Inc., a Pennsylvania corporation qualified to do business in West Virginia, with its principal places of business at 4 Brookstone Plaza, Morgantown, West Virginia, 26508, and 4068 Mt. Royal Blvd, Suite 225, Allison Park, Pennsylvania 15101-2951 ("CORE" or "CORE Environmental") and the Perrine DuPont Settlement (hereinafter the "Settlement") which was approved by the Circuit Court of Harrison County, West Virginia (the "Court"), in *Lenora Perrine, et al., v. E.I. DuPont de Nemours and Company, et al.*, Case No. 04-C-296-2 (the "Litigation" or the "Perrine DuPont Case"), by Orders dated January 4, 2011, and June 27, 2011, by and through the appointed Special Master and Claims Administrator, Edgar C. Gentle, III, Esq.

The principal place of business of the Settlement, as administered by the Special Master and Claims Administrator, is 55 B Street, P.O. Box 257, Spelter, West Virginia, 26438. A copy of the June 27, 2011, "Final Order Establishing Property Remediation (Clean-Up) Program," (the "Clean-Up Order") and establishing the authority of the Settlement to enter into this Agreement is attached as Exhibit A;

WHEREAS, by the "Final Order Approving Settlement" entered on January 4, 2011, in the Perrine DuPont Case, the Court approved the proposed settlement of the parties, providing in addition to a Medical Monitoring Program, a Property Remediation (Clean-Up) Program, which has already been fully funded by the Defendants for the benefit of the Class (the "Property Remediation Program" or the "Program"), with the Final Order Approving Settlement being attached as Exhibit B;

WHEREAS, by Orders dated January 4, 2011, and June 27, 2011, the Court established the Property Remediation (Clean-Up) Program and appointed Edgar C. Gentle, III., Esq. as Special Master and Claims Administrator of the Program;

WHEREAS, the Court ordered that all participating Property Class Members, i.e. those individuals who currently own eligible property in the Class Area and who submit the Court-approved Claim Form and provide sufficient documentation and information to substantiate their claims, in accordance with the Final Order Establishing Property Remediation (Clean-Up) Program, have their property in all Class Areas tested for potential contamination of houses or commercial structures fit for human occupancy, and has ordered testing of the soil of Class Area Zone 1A only, as previously defined by the Court, and further ordered the testing of twenty-four (24) parcels of property in addition to Zone 1A by the "Final Order Approving Soil Tests for 24 Upper B Street Properties," attached hereto as Exhibit C;

WHEREAS, as the Court ordered that the "so-called Grasselli properties will not be part of the property remediation program," in the June 27, 2011, "Final Order Establishing Remediation (Clean-Up) Program," the Settlement shall deny any claims received from Grasselli properties and said properties will not be offered to CORE for sampling;

WHEREAS, on August 3, 2011, the Court entered the "Final Order Approving Initial Property Protocols, Property Testing RFP, and Property Testing RFP Bidder List" attached hereto as Exhibit D;

WHEREAS, on August 8, 2011, the Settlement issued the Court-authorized "Request for Proposals (RFP) for testing only in the Class Area in the Perrine DuPont Settlement," attached hereto as Exhibit E;

WHEREAS, on or about August 28, 2011, a Response to said Request for Proposals was submitted to the Settlement by CORE, including Appendix A, "Acceptance of Mandatory RFP Requirements," attached hereto as Exhibit F, and, at the request of the Settlement, CORE subsequently provided its final uniform Price Bid Form, in Exhibit G, which supersedes the one in Exhibit F;

WHEREAS, the Settlement and the Claimants Advisory Committee jointly recommend to the Court that CORE be awarded the contract to provide the sampling services described herein and incorporated in this Agreement;

WHEREAS, by entering into this Agreement, CORE agrees to provide sampling services (i) for the soil in Class Area Zone 1A and the 24 Upper B Street properties; and (ii) for the dust within houses and commercial structures confirmed by the Settlement as fit for human occupancy in the Class Area as directed by the Settlement, including negotiating and developing subcontractor fees for the services required to implement the Sampling Services, such as subcontracting sampling work and subcontracting laboratory analysis, arranging for Class Members' properties to be tested in accordance with the Program, creating and maintaining with the Settlement a Settlement-approved database and sampling results, in coordination with a laboratory if necessary, communicating with Class Members regarding the Program to schedule appointments for sampling, conducting a town hall meeting with interested Class Members to explain the sampling process before sampling begins, and consulting with the Settlement on related services as necessary as provided herein (the "Sampling Services");

WHEREAS, the Settlement desires to work with CORE to implement the Sampling Services for the Property Remediation Program; and

WHEREAS, the Settlement and CORE have agreed that CORE will exclusively provide the Sampling Services for the Settlement for the duration of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, which is incorporated herein by reference, of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

All words and phrases defined below shall have the following meaning:

- A. "Claimant" or "Member" means a Property Remediation Class Member, subject to the Claims Administrator's verification of the property ownership rights of that individual to an eligible Class Area property. Lists of eligible properties for sampling shall be provided periodically by the Settlement to CORE. Such properties shall comprise the "Eligibility Database" and the resulting sampling of these properties shall result in the "Sampling Database."
- B. "Eligible Structure Property" means a house or commercial structure that the Settlement determines meets all pertinent requirements of the Settlement to qualify for testing, including but not limited to being "fit for

human occupancy" and "regularly occupied by people," being within an eligible Zone of the Class Area, not being a Grasselli Property, and not being exclusively owned by an "opt-out."

- C. "Eligible Soil Property" means a property that is separately assessed for tax purposes and is within Class Area Zone 1A or is one of the twenty-four (24) Upper B Street Properties, and which the Settlement has approved and provided to CORE as ready and eligible for composite soil testing.
- D. "Eligibility Database" means the database of Eligible Properties (the Eligible Structure Properties and the Eligible Soil Properties) and their owners which shall be maintained by the Settlement but made available, as necessary, to CORE to allow the scheduling of sampling appointments, and the recording of sampling results by CORE in coordination with the Settlement.
- E. "RFP" means the Settlement's August 8, 2011 Request for Proposals with respect to the property sampling services described herein, a copy of which is Exhibit E and is incorporated by reference.
- F. "Soil Property Sampling" or "Composite Soil Sampling" means a collection of a minimum of two (2) aggregate soil samples from each eligible Soil Property as defined in the RFP and by the method described herein at II. A. ii.

- G. "Structure Property Sampling" means a minimum of six samples of dust from within an eligible structure. The six samples from an eligible structure shall include two (2) samples from the attic space; two (2) samples from the floor in the highest traffic areas in the structure; and two (2) samples from accumulated dust-laden surfaces or objects in the general living area of the house, except as modified when impractical, and further described at II. A. iii.

II. SERVICES TO BE PROVIDED BY CORE ENVIRONMENTAL SERVICES, INC., UNDER THIS AGREEMENT

A. General:

CORE commits to act in good faith in working with the Settlement to complete all of the below tasks and obligations, and to perform all actions required to effectuate the items identified below in a reasonable and responsible manner consistent with industry practices. Class Member participation in the Program is voluntary and on-going. Therefore the final number of Eligible Structure Properties and Eligible Soil Properties to be sampled will not be finalized prior to the execution of this Agreement. CORE's payments to be received under this Agreement are on a per property basis, so that the uncertainty in the final number of properties to be tested is not a concern.

B. Price:

CORE agrees to provide the services described in the RFP in Exhibit E, CORE's Response to RFP in Exhibit F, and described herein at the costs delineated in the September 12, 2011, Uniform Bid Price Form, which was submitted by CORE at the Settlement's request, and is attached to supplement CORE's Response to RFP, and is in Exhibit G.

C. Samples:

CORE agrees that the Property Contamination Assessment (i.e. Sampling Services) will be performed in (i) the Eligible Structure Properties in Class Area Zones 1A, 1B, 2 and 3 to establish the level, if any, of zinc, cadmium, arsenic and lead (the "heavy metals") in the structures; and (ii) the Eligible Soil Properties in Zone 1A and Upper B Street soil to establish the level of heavy metals in the soil. The Sampling Services will evaluate settled surface dusts for the heavy metals to establish current contamination levels within the structures from specific points of interest within the structures for comparison to previous collected data and current regulatory exposure criteria.

D. LRS:

CORE shall provide a Licensed Remediation Specialist (LRS) to supervise the Sampling Services to be completed under this Agreement. The overriding duty of the LRS is to protect the safety, health, and welfare of the public. LRS's are certified by the State of West Virginia and are

required to carry out their work in accordance with the WVDEP Voluntary Remediation Program law and regulations, which are incorporated in this Agreement for reference. All additional cited regulations in the RFP are also incorporated by reference.

E. Initial Services Timeline:

Below is an overview of the initial obligations of CORE, and these obligations are further outlined and defined below.

By Monday, October 10, 2011, CORE shall:

1. Develop a draft Quality Assurance Project Plan and Health and Safety Plan and submit said plans to Marc Glass and the Settlement for review.
2. Schedule a mutually agreeable time with the Settlement to conduct at least one (1) town hall meeting for residents of Zone 1A and Upper B Street to ask questions about the sampling process.
3. Secure sub-contracting, if necessary, to effectuate the services provided by CORE in this Agreement.
4. Secure lab services to conduct the necessary analysis of samples collected under this Agreement.

By Monday, October 17, 2011, CORE shall:

1. Work with the Claims Administrator to schedule the first sampling visits to Class Area homes as designated by the Claims Administrator, to begin sampling on Monday, October 24, 2011

F. Development of Quality Assurance Project Plan (QAPP)

1. Prior to conducting any sampling activities, CORE shall submit a Quality Assurance Project Plan (QAPP) in accordance with the EPA guideline EPA/240/B-01/003 March 2001 (Reissued May 2006). The EPA policy is based on the national consensus standard, ANSI/ASQC E4-1994, *Specifications and Guidelines for Environmental Data Collection and Environmental Technology Programs*. The QAPP will address site contamination characteristics, employee health and safety procedures, equipment and personnel decontamination procedures, investigation derived wastes management, and worker protocol for interacting with subject property owners, as well as the standard QAPP information. CORE may elect to submit its sampling health and safety plan as part of the QAPP or as a stand-alone document.

2. The QAPP guideline document shall include extensive checklists, including the following:

- a. Sample handling, preparation, and analysis checklist,
- b. QAPP review checklist, and
- c. Chain-of-custody checklist.

3. All Eligible Soil Property or Eligible Structure Property samples should be properly stored and transported under strict Chain of Custody procedures in accordance with EPA guidelines. All sample containers should be provided by the analytical laboratory that will complete the analysis and be certified clean of impurities and/or residue that may contaminate the analytical results.

G. Health and Safety Considerations

CORE shall be responsible for conducting all work in accordance with the regulations published by the Occupational Safety and Health Administration (OSHA) at 29 C.F.R. Part 1910 and 1926. Specifically, CORE shall comply with OSHA Regulations in Part 1910.120 that govern workers at hazardous waste sites and include requirements for training, equipment, medical

monitoring, and other practices. Many sampling activities covered by this guideline may require compliance with OSHA's health and safety regulations. Specific guidance on worker health and safety is beyond the scope of this clause; however, development and use of a project-specific health and safety plan may be required. It is the responsibility of the CORE sampling team leader and others in charge to ensure worker safety. CORE shall comply with the general terms of the guidance manual Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (OSHA 1985, revised 1998), which was jointly developed by the National Institute for Occupational Safety and Health (NIOSH), OSHA, the United States Coast Guard (USCG), and EPA. Its intended audience is those who are responsible for occupational safety and health programs at hazardous waste sites.

Some important health and safety considerations that CORE must address include:

1. Field personnel shall be up-to-date in their health and safety training.
2. Field personnel shall have a medical examination at the initiation of sampling activities and routinely thereafter, as appropriate and as required by the OSHA regulations. Unscheduled examinations shall be

performed in the event of an accident or suspected exposure to hazardous materials.

3. Staff also shall be aware of the common routes of exposure at a site and be instructed in the proper use of safety equipment and protective clothing and equipment. Safe areas should be designated for washing, drinking, and eating.
4. To minimize the impact of an emergency situation, field personnel shall be aware of basic first aid and have immediate access to a first aid kit.

H. Property Sampling

The Settlement is securing the services of CORE to administer the following sampling services as provided for in the Orders in Exhibits A, B, and C, and described herein and in the Exhibits hereto:

1. Documentation of Field Activities

CORE shall be responsible for documenting all field activities. Records of field activities should be legible, identifiable, retrievable and protected against damage, deterioration, and loss. CORE shall record all documentation in waterproof, non-erasable ink. If an error in any of these documents is made, CORE shall make corrections by crossing a single line through the error and entering the correct information adjacent to it. The corrections shall then be initialed and dated.

Stick-on labels of information shall not be removable without evidence of the tampering. CORE shall not put labels over previously recorded information.

CORE shall keep a dedicated logbook for each sampling project with the name of the project leader, team members, and project name written inside the front cover. The use of property specific field forms is also strongly recommended. CORE shall document all aspects of sample collection and handling in the logbook. Entries shall be legible, accurate, and complete. The language shall be factual and objective.

Eligible Soil Property sampling zone codes will be utilized to identify the position of the sample within the property as follows:

FY-front yard

BY-back yard

SR-Side yard on the right side of the residence (when facing the front of the residence)

SL-Side yard on the left side of the residence (when facing the front of the residence)

All Eligible Structure or Eligible Soil Property samples collected within a property will be identified by the Harrison County Tax Assessor's Office Full Parcel Identification Number (PIN) provided by the Settlement. This unique code will be used to link to property address and owner information. This code will be provided to CORE by the Settlement when the sampling visit is conducted.

The documentation shall also include information regarding sample collection equipment (use and decontamination), field analytical equipment and the measurements, calculations and calibration data, the name of the person who collected the sample, sample numbers, sample location description and diagram or map, sample description, time of collection, climatic conditions, and observations of any unusual

events. CORE shall document the collection of QC samples and any deviations from procedural documents, such as the QAPP and SOPs.

Each Eligible Structure or Eligible Soil Property shall be photographed on the date of sampling. When videos or photographs are taken, CORE shall number them to correspond to logbook entries. The name of the photographer, date, time, site location, and site description should be entered sequentially into the logbook as photos are taken. A series entry shall be used for rapid aperture settings and shutter speeds for photographs taken within the normal automatic exposure range. Special lenses, films, filters, or other image enhancement techniques shall be noted in the logbook. Chain-of-custody procedures for photo images depend on the subject matter, type of film, and the processing it requires. Adequate logbook notations and receipts shall be used to account for routine film processing. Once developed, the slides or photographic prints shall be serially numbered corresponding to the logbook descriptions and labeled (USEPA 1992e).

2. Decontamination of Equipment and Personnel

Decontamination of sampling equipment refers to the physical and chemical steps taken to remove any chemical or material contamination. Equipment decontamination helps prevent sampling bias. All equipment that comes in contact with the sampled material shall be free of components that could influence (contaminate) the true physical or chemical composition of the material. Besides the equipment used to collect the samples, any containers or equipment used for sample compositing or for field sub sampling shall be free of contamination.

Equipment decontamination also prevents cross-contamination of samples when the equipment is used to collect more than one sample. Disposable equipment or the

use of dedicated equipment provides the most effective means of avoiding cross-contamination; however, the use of such equipment is not always practical.

CORE shall submit as part of the QAPP a decontamination plan for equipment and personnel that describes the project specific decontamination procedures for the sampling effort. In addition, items used to clean the equipment, such as bottle brushes, shall be free of contamination.

Sampling and decontamination will generate a quantity of wastes called investigation derived waste (IDW). CORE shall address the handling and disposal of IDW in the QAPP and sampling plan. CORE shall handle this material in accordance with whether it is nonhazardous or suspected of, or known to be, hazardous. CORE shall minimize the generation of hazardous IDW and keep it separated from nonhazardous IDW. For additional guidance on handling IDW, see *Management of Investigation-Derived Wastes* (USEPA 1992f).

Decontamination of personnel and their protective gear also is often necessary during hazardous material sampling. This important type of decontamination protects personnel from chemical exposure and prevents cross-contamination when personnel change locations. The level or degree of such decontamination will depend on site-specific considerations, such as the health hazards posed by exposure to the sampled waste. CORE shall address these decontamination procedures in the QAPP and/or health and safety plan. For additional information regarding decontamination, see ASTM D 5088, *Standard Practice for Decontamination of Field Equipment Used at Nonradioactive Waste Sites*. Another source of additional information is "Sampling Equipment Decontamination" (USEPA 1994f), issued by EPA's Environmental Response Team.

3. Further Sampling Requirements.

- a. Sampling of Eligible Structure and Eligible Soil Properties is further described below.
- b. Sampling of Eligible Soil Properties shall be in accordance with these procedures:
 - i. All soil samples shall be collected in accordance with Methods for the Determination of Metals in Environmental Samples, Supplement 1 (EPA/600/R-94/111) and the RCRA Waste Sampling Draft Technical Guidance Planning, Implementation, and Assessment (EPA530-D-02-002) and USEPA Environmental Response Team Standard Operating Procedure #2012; Revision 0.0; 02/18/00, available from the internet at:http://www.epa.gov/region6/6pd/qa/qadevtools/mod5_sops/soil_sampling/ertsop2012-soil.pdf. The surface soil sampling process will be used to evaluate land contamination within the affected area. Soil samples will generally be collected from the uppermost layer of soil from random locations at each property.
 - ii. General Soil Sampling Procedure:

The composite sample shall consist of five aliquots taken from the upper six (6) inches of soil. The aliquots will typically consist of a central sample side, surrounded by four

radiating in accordance with USEPA August 2003 Superfund Lead-Contaminated Residential Sites Handbook. Guidelines that shall be used when selecting the individual aliquot sampling locations are provided as follows:

- a. Locations shall be selected no closer than 5-feet from existing structures to minimize the potential influence of lead-based paint in the drip zone.
- b. Locations shall be selected no closer than 5-feet from existing roads, parking lots, and driveways to minimized the potential influence of lead from fuel, oils, and automotive emissions.
- c. Authoritatively biased locations shall be selected based on areas most likely to be contaminated or those of special concern which may be identified by Class Members (i.e. children's play areas, pet areas, garden plots, or other areas identified by Class Members). Therefore, composite sampling shall include interaction with the property owner and shall not be entirely random.
- d. Each aliquot of soil will be collected with a clean spoon (stainless steel or plastic), hand trowel or soil trier. If an organic layer is present above the soil, the duff, litter, grass, and roots will be removed. At each aliquot location, a small area will be excavated down to

approximately six (6) inches into the soil. Aliquots will be composited into a stainless steel bowl. The soil will be sieved through a #10 screen (2mm) to remove gravel-sized particles then homogenized. If samples appear to have moisture content greater than 20 percent, or sieving is difficult, the sample may be air dried before sieving. The sieved, homogenized soil will be placed into glass jars provided by the testing laboratory. At a minimum frequency of one in twenty samples (five percent) a duplicate sample will be collected.

- e. Typically, two soil samples will be collected per residential plot (i.e., one-half acre). For the purposes of contaminant assessment, CORE shall plan on collecting two composited samples per ¼ acre of property. These samples will be analyzed in accordance by Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020.

Sampling of dust in Eligible Structure Properties shall be in accordance with these procedures:

- (i) Heavy metals concentrations measured by wipe samples depend on two factors:
 - a. the amount of collectable dust on a surface, and
 - b. the concentration of metal in that dust.

- (ii) The wipe method is a recommended method for collecting dust samples on hard, smooth interior surfaces such as window sills and floors. Wipe methods are not recommended for highly textured house surfaces such as brickwork and rough concrete or porous materials such as carpet or fabric.
- (iii) Within each residence the following settled surface dust samples shall be collected to the extent feasible given the particular circumstances of each structure:
 - a. Two (2) samples from the attic space;
 - b. Two (2) samples from the floor in the highest traffic areas in the house; and
 - c. Two (2) samples from accumulated dust-laden surfaces or objects in the general living area of the house.
- (iv) The settled surface dust samples shall be collected from porous surfaces using the vacuum dust collection procedures. Porous surfaces can include carpet, fabric, rough or unpainted lumber, insulation, etc. Hard, non-porous surfaces can be sampled using the wipe sampling protocol. Painted surfaces that contain suspect lead-based paint should be avoided. The sampling shall be biased, to the extent possible, to find contamination from areas recommended in the procedures such as fan blades, door frames, and furnace vents. CORE shall encourage the participation of the residents of the home who are present

during testing to locate areas of the home where dust may have accumulated and been undisturbed for a long period of time.

- (v) The high traffic areas of a residence shall be sampled closest to the main point of entry into the structure and at the top of a stair landing. If the house is a single story structure the main point of entry and second high use area shall be selected, such as the kitchen, mud room, or shoe closet.
- (vi) The dust-laden surface sampling shall be conducted on a surface or article that does not generally get moved within the residence (i.e., is stationary) and is not suspected to be painted with lead-based paint. Ideally the dust-laden sampling will be conducted on surfaces or objects that provide a historical dust loading that has not been recently disturbed or cleaned.
- (vii) How to Collect Dust Samples: The recommended methods are described in Chapter C of the EPA report Residential Sampling for Lead: Protocols for Dust and Soil Sampling, EPA 747-R-95-001 (March 1995); ASTM D6966-08 "Standard Practice for Collection of Settled Dust Samples Using Wipe Sampling Methods for Subsequent Determination of Metals"; ASTM D7144 - 05a (2011) "Standard Practice for Collection of Surface Dust by Micro-vacuum Sampling for Subsequent Metals Determination."

- (viii) In addition, ASTM Methods E1792-03(2011) "Standard Specification for Wipe Sampling Materials for Lead in Surface Dust" and E1728-10 "Standard Practice for Collection of Settled Dust Samples Using Wipe Sampling Methods for Subsequent Lead Determination" shall be utilized specifically for lead sampling, to the extent lead sampling is conducted separately from other sampling, if any.
- (ix) In general, the wipe or vacuum sampling procedures utilize a known sample grid size to provide uniform reporting criteria (usually in micrograms per square foot) for comparison to regulatory limits and the USEPA NHEXAS survey.

4. **Quality Control ("QC") Samples**

Such samples shall be collected during Eligible Soil Property and Eligible Structure Property field sampling to monitor the performance of sample collection and the risk of sampling bias or errors.

a. Field QC samples shall include the following:

- i. Name of Sampling Organization
- ii. Sample Description
- iii. Plant:
- iv. Date:

Agreement for Soil and House Sampling Services for the Property Remediation (Clean-Up) Program
between
the Perrine DuPont Settlement and CORE Environmental Services, Inc.

- v. Time:
 - vi. Media:
 - vii. Sample Type:
 - viii. Sampled By:
 - ix. Sample ID No.:
 - x. Location:
 - xi. Station:
 - xii. Preservative:
-
- b. **Equipment blank:** A rinse sample of the decontaminated sampling equipment using organic/analyte free water under field conditions to evaluate the effectiveness of equipment decontamination or to detect sample cross-contamination.
 - c. **Trip blank:** A sample prepared prior to the sampling event and stored with the samples throughout the event. It is packaged for shipment with the samples and not opened until the shipment reaches the laboratory. The sample is used to identify any contamination that may be attributed to sample handling and shipment.

- d. **Field blank:** A sample prepared in the field using organic/analyte free water to evaluate the potential for contamination by site contaminants not associated with the sample collected (e.g., airborne organic vapors).
- e. **Field split sample:** Two or more representative portions taken from the same sample and submitted for analysis to different laboratories. Field split samples are used to estimate interlaboratory precision.
- f. **In addition to collecting field QC samples,** other QC procedures include sample storage, handling, and documentation protocols. Chapter One of SW-846, entitled "Quality Control", contains guidance regarding both field and laboratory QC.

I. Communications

- 1. CORE is responsible for contacting the owners of Settlement-identified properties to schedule sampling of those properties and

for making reasonable accommodations of the owners' needs as far as scheduling sampling during a time the owner can be present.

J. Sampling Database

1. CORE shall interface with the Settlement to develop an accurate Sampling Database in a Settlement-designed web-accessible format which shall incorporate information from the Eligibility Database which shall be maintained by the Settlement. The Settlement will work with CORE to develop a mutually agreeable web-accessible Sampling Database. Per Section III.B below, Sampling Database development costs shall be borne by the Settlement, but CORE's time in entering data into the database and manipulating the database to carry-out this Agreement shall be borne by CORE.

K. CORE Engagement of Sub-Contractors and Lab Services

1. CORE will enter into written contracts with Subcontractors to carry out this Agreement, upon review and agreement of said contracts by the Settlement. All subcontractors have to agree to the Mandatory Terms in Exhibit G. Settlement shall not dictate the use of a specific contractor or lab, but does recommend to CORE that Reliance Laboratories be given an opportunity to "meet or beat" the best price and quality control standards of any lab that CORE wants to use for laboratory services. CORE shall also view the

facilities at Reliance to determine if the quality control standards in place are adequate.

2. The Lab that CORE contracts with shall analyze dust samples using a West Virginia Department of Environmental Protection (WVDEP) approved laboratory recognized by EPA pursuant to Section 405(b) of the Toxic Substances Control Act (TSCA) as being capable of performing analyses for metal contaminants in dust samples. All samples shall be analyzed by Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020.
3. CORE is directly responsible to the Settlement for all work performed by any CORE subcontractor under this Agreement.

L. Other Services and Obligations

1. CORE shall provide the Settlement access to data as appropriate and reasonable for the purpose of auditing sampling services. CORE will provide data necessary for the Settlement to conduct audits on electronic media (diskettes, tapes, etc.) at no additional charge to the Settlement. The Settlement will have the right to select an independent audit firm to perform sampling services audits during the term of this Agreement. The Settlement must give forty-five (45) days advance written notice to CORE to schedule a sampling services audit.

2. CORE shall run back-up data of the sampling data each day. Back-up tapes, or other electronic media, will be stored in an off-site location, which is secure and environmentally suited for the storage of magnetic media.
3. CORE shall maintain a construction or performance bond in the amount of the outstanding balance of the Agreement as stated in Exhibit G covering CORE and any of its agents or employees or subcontractors.
4. CORE shall (i) maintain general liability coverage in the amount of no less than two million dollars (\$2,000,000), naming the Settlement as an additional loss payee; and (ii) shall maintain coverage for Errors and Omissions Insurance in the amount of no less than one million dollars (\$1,000,000). CORE shall be jointly and severally liable for the acts, errors, or omissions of its agents, employees, or any subcontractors utilized by CORE for any purpose during the implementation of the services provided under this Agreement.
5. CORE shall maintain a log of any complaints received from a Perrine DuPont Case Claimant, property owner, or any other person as long as such complaint is related to the implementation of the services provided by this Agreement.

III. DUTIES OF THE SETTLEMENT

A. Eligible Claimant Database

The Settlement shall provide the names and addresses of the contact owners of Eligible Properties on paper and electronic media, for the purpose of CORE's administration of the sampling services, data collection, and data maintenance provided through the Program and this Agreement.

B. Development of Sample Results Database

The Settlement shall assist CORE in the development of a web-accessible database which will allow the Settlement, CORE, and CORE subcontractor lab(s) to load sampling data remotely. The Settlement agrees to pay for any necessary web development or programming costs associated therewith.

C. Schedule and Coordinate a Town Hall Meeting

The Settlement agrees to schedule a Town Hall Meeting for property owners to be conducted at a mutually agreeable time and be attended by representatives of CORE and the Settlement to explain the sampling process to the owners. The Settlement shall procure a location for the Town Hall Meeting and pay for the rental of the location.

D. Providing Lists of Eligible Properties for Sampling

On a weekly or other mutually agreed to basis, the Settlement shall provide a list of Eligible Properties to be sampled, including detailed identifying information of the Eligible Property to promote easy location of

the Eligible Property and contact information for the Property's sampling contract owner(s). Obtaining access to properties for all sampling required under this Agreement shall be the Settlement's responsibility. In no case shall CORE or its subcontractors be in breach if a property owner denies access.

- E. The Settlement will pay CORE bills under this Agreement directly and within thirty (30) days of the Settlement's receipt thereof. The Claims Administrator shall review the bills with the Finance Committee and the Court before payment and within this thirty (30) day period. Said billing shall be submitted based on the per unit costs delineated in the September 22, 2011, Uniform Bid Price Form, attached hereto as ExhibitG.

B. Fiduciary Duties

The Settlement will be responsible for and act as the fiduciary for all activities associated with the administration of the Program. This includes the interpretation of governmental regulations, Program documents, filing of governmental reports, and any communications to the Claimants, the Finance Committee, and the Court.

C. Amendments to Plan

The Settlement shall provide written notification to CORE of any modifications or amendments to the Property Remediation Program. CORE or the Settlement may require the execution of a modified Agreement. Material modifications to the Program may, at CORE's or the Settlement's option, result in pricing revisions effective as of the date of Program revision.

IV. ADMINISTRATIVE FEES

CORE agrees to provide the Settlement, upon the terms and conditions set forth herein, the Sampling Services described in Article II. The Settlement agrees to receive and purchase the Sampling Services Provided by CORE (collectively, the "Sampling Services"), upon the terms and conditions set forth herein and in the Uniform Price Bid Form in the response to RFP in Exhibit F (as modified by Exhibit G), and all other Exhibits of this Agreement.

V. ADJUSTMENT OF FEES

Upon agreement of the Settlement, the fees set forth for the Sampling Services in Exhibit G shall be subject to adjustment, as may be required by any government, judicial, administrative or regulatory authority, or upon mutual agreement of the Parties. Written notice of the fee adjustments proposed by CORE shall specify the Sampling Services for which fees are being adjusted, and include a full and complete copy of a new Exhibit G which reflects all of the fees for the Sampling Services, as so adjusted by CORE.

VI. BILLING; METHOD OF PAYMENT

The Settlement agrees that the payments, which may be required of the Settlement under this Agreement its Exhibits, shall be paid to CORE and shall be due and payable within thirty (30) days of receipt of the billing.

VII. TERM

- A. **Initial Term.** This Agreement shall become effective following Court approval, and shall continue in full force through June 30, 2012, which the

Settlement estimates is sufficient time to complete all sampling services in accordance with the terms of this Agreement, unless extended by mutual agreement of the Parties.

B. Termination.

- i. This Agreement will terminate on June 30, 2012, or at the end of the Sampling Services if said services are completed before June 30, 2012, including the provision and loading of all sampling data into the electronic database described in this Agreement, it shall terminate at that time. Additionally, the Agreement will terminate by one Party providing written notice of termination to the other Party at least thirty (30) days prior to the date ending the Agreement.
- ii. If either Party materially breaches this Agreement, the other Party may terminate the Agreement provided that it notifies, in writing, the breaching Party of the specific breach and allows the breaching Party the opportunity to cure the breach within thirty (30) days of the date of the notice. If the breach has not been corrected in thirty (30) days, the Agreement may be terminated upon ten (10) days notice.
 - a. **Termination for Insolvency.** If either Party applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or of all, or a substantial part, of its assets; files a voluntary petition in bankruptcy; admits in writing to its inability to pay its debts as they become due; makes a

general assignment for the benefit of creditors; files a petition or an answer seeking reorganization or rearrangement with creditors; or, as a debtor, invokes or takes advantage of any insolvency law; or if an order, judgment, or decree is entered by a court of competent jurisdiction upon application of a creditor adjudicating such Party bankrupt or insolvent or approving a petition seeking reorganization of such Party of all, or a substantial part, of its assets, and such order, judgment, or decree continues unstayed for thirty (30) days, then the other Party may, by written notice, terminate this Agreement effective on any future date specified in such notice.

- C. **Effect of Termination.** In the event of a termination, this Agreement shall be of no further force or effect except that each Party hereto shall remain liable for any debts and/or liabilities arising from activities under this Agreement occurring prior to the effective date of termination.
- D. **Continuation of Services.** Except for termination due to Settlement's breach, CORE agrees that upon termination of the Agreement, at Settlement's request for continuation of services, it will continue to provide services hereunder, provided the Settlement complies with all the terms and provisions of this Agreement in effect prior to the termination. The fees for such continuation period shall be the fees in effect at the time the continuation request is made; however, any other obligations on the part of CORE shall cease.

- E. **Information Transfer.** In the event of termination of this Agreement, CORE agrees to provide Settlement all Information in CORE's possession pertaining to all services, records, and efforts related to this Agreement, consistent with reasonable industry norms. CORE may provide the data by electronic or wire communication or a media type such as disk, tape, or CD.

VIII. MODIFICATIONS

Reasonable modifications and improvements in existing procedures and systems may be made by CORE, in its sole reasonable discretion, after providing prior notice of fourteen (14) days to Settlement, provided that the modifications do not materially alter the terms of this Agreement. Any such modifications and improvements, which would affect the Settlement's procedures, will be communicated to the Settlement by CORE. Settlement may also make, in its sole reasonable discretion, modifications in existing procedures and systems at the sole reasonable request of the Settlement ; provided, however, that the Settlement shall in all events reimburse CORE for all reasonable costs and expenses incurred by CORE to make and effectuate modifications and improvements requested by the Settlement, and provided that the modifications do not materially alter the terms of this Agreement.

IX. PROPERTY RIGHTS AND CONFIDENTIALITY

- A. **Computer Equipment.** All computer equipment owned by CORE, programs, drawings, diagrams, specifications, manuals, forms,

procedures, data files (but not the data therein belonging to the Settlement), and all other information and materials of any nature furnished, revealed or otherwise made available to the Settlement by CORE, whether on CORE's premises or the Settlement's premises (the "CORE Information"), shall remain the sole and exclusive property of CORE. All other Information generated in carrying out the Plan is hereby designated the "Settlement's Information." The Settlement's Information shall be and remain the sole and exclusive property of the Settlement. CORE shall return the Settlement's Information to the Settlement within thirty (30) days from the date of termination of this Agreement. Notwithstanding anything herein or otherwise which may appear to be to the contrary, CORE shall be free to dispose of the Settlement's Information or otherwise delete it from CORE's system if written notice is not received from the Settlement within ninety (90) days of the termination date of this Agreement.

- B. **Storage and Inspection.** All documents, books, and records furnished to CORE by the Settlement provided in accordance with this Plan and this Agreement shall remain the property of the Settlement; and all documents, books, and records of CORE provided in accordance with the Program and this Agreement pertaining to any individual insurance, group insurance, or services, whether original records of CORE or furnished by the Settlement, shall be open for inspection at CORE's principal place of business, unless otherwise agreed, at all reasonable times. CORE may store any or all of such documents, books, and records in microfilm, magnetic tape, or other electronic medium.

- C. To the extent feasible, upon termination of this agreement, CORE will destroy or return to the Settlement all Confidential Information received or created by CORE on behalf of the Program; however if it is not reasonably feasible, the protections of this Agreement shall continue to apply to such information after the termination of this Agreement.

X. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

- A. It is expressly understood and agreed that Eligible Property Sampling results are confidential information. Unless prior Court or Claimant authorization is required, CORE may use the Confidential Information to provide its services under this Agreement or as required by law. CORE and each of CORE's employees, agents, or subcontractors shall execute a Confidentiality Agreement in Exhibit I as previously approved by the Court.
- B. CORE shall use appropriate reasonable safeguards to prevent use or disclosure of the Confidential Information other than as provided for by this Agreement.

XI. LIABILITY

- A. **Sampling Error or Omission.** In the event of any sampling processing error or omission on the part of CORE, its agents, employees, or

subcontractors, that is reasonably correctable by the reprocessing of sampling information, at the expense of CORE, CORE will reprocess such sampling information with the cooperation of the Settlement and such reprocessing shall constitute full satisfaction with respect to the error or omission in question. The conclusion of such error or omission designation shall be a mutual conclusion on behalf of CORE and the Settlement.

B. Indemnification.

- i. **Indemnification of the Settlement.** CORE agrees to indemnify and hold harmless the Settlement with respect to any and all theft, bodily injury or property damage claims, liabilities, losses, damages or expenses, including reasonable attorney's fees caused by CORE's sole negligence or willful misconduct in its services under this Agreement. However, this indemnification provision shall not apply to any claims, liabilities, losses, damages or expenses caused by any action or undertaking of the Settlement, its agents, servants or employees. It is recognized that neither DuPont, nor Class Counsel, nor the Finance Committee is responsible for CORE's performance under this Agreement, as a result, they are not responsible for the conduct of CORE hereunder. CORE's indemnity responsibility under this subparagraph shall be limited to the coverage provided by the General Liability and/or Errors and Omissions Insurance required by Section II.L.4, above.

- ii. **Indemnification of CORE.** The Settlement agrees to indemnify and hold harmless CORE or any of its officers, or employees from any and all theft, bodily injury or property damage losses, liability, damages, expenses or other cost or obligation, resulting from or arising out of claims, demands, lawsuits or judgments including reasonable attorneys' fees, caused by the Settlement's sole negligence or willful misconduct and brought against CORE in the performance of CORE's responsibilities pursuant to the provisions of this Agreement or the provisions of the Plan, except any such claims, losses, liabilities, damages, or expense which arise out of or in connection with CORE's or any CORE officers', employees' or agents' sole negligence, willful misconduct, or criminal misconduct.
- iii. **Indemnification Notice.** The indemnified Party shall notify the indemnifying Party in writing promptly upon learning of any Claim for which indemnification may be sought hereunder, and shall tender the defense of such claim to the indemnifying Party and give the indemnifying Party a reasonable opportunity to comment on such defense. No Party shall indemnify the other with respect to any claim settled without the indemnifying Party's written consent, which shall not be unreasonably withheld.

XII. RECORD TRANSFER FEES

Upon termination of this Agreement, for whatever reason, the Settlement shall reimburse CORE, within thirty (30) days of the date of CORE's billing statement, for all

costs, expenses and fees as may be incurred by CORE to fully and completely discontinue the Sampling Services to the Settlement including, without limitation, demobilization costs and expenses to delete the Settlement's Information from CORE's systems or to provide the same to the Settlement. CORE shall have access to the Settlement's premises to the extent necessary for CORE to discontinue the Sampling Services to the Settlement. Total costs, expenses and fees under this paragraph shall not exceed \$5,000.

XIII. MANDATORY TERMS

The Mandatory Terms in Exhibit H are a part of this Agreement, and are incorporated herein by reference.

XIV. FORCE MAJEURE

Notwithstanding anything herein or otherwise which may appear to be to the contrary, CORE shall not be responsible for delays or failures in performance under this Agreement resulting from any *force majeure*, i.e. "act of God," or acts beyond the reasonable control of CORE or due to or in any way related to or connected with any act or omission of the Settlement or any employee, agent, personnel or other representative of the Settlement. Such acts shall include, without limitation, acts of God, strikes, blackouts, riots, acts of war, epidemics, governmental regulations, fire, communication line failure, power failures, mechanical failures, storms or other disasters.

XV. NOTICES

Agreement for Soil and House Sampling Services for the Property Remediation (Clean-Up) Program
between
the Perrine DuPont Settlement and CORE Environmental Services, Inc.

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, upon successful emailing or faxing to, or three (3) days after deposit in the United States Mail, postage prepaid, sent certified or registered, addressed as follows:

A. If to CORE to:

CORE Environmental Services, Inc.,
4 Brookstone Plaza
Morgantown, West Virginia, 26508,
Attention: Thomas M. Rebar, LRS Senior Project Manager
304-292-2673 (office)
304-292-2773 (fax)
304-266-7207 (cell)
email: trebar@core-env.com

or to such other address or person as hereafter shall be designated in writing by the applicable Party.

B. If to the Settlement, to:

Edgar C. Gentle, III, Esq.
Claims Administrator
Perrine v. DuPont Claims Administrator Office
55 B Street
Spelter, West Virginia, 26438
(304) 622-7443
(304) 622-7447 (fax)

(205) 960-2533 (cell)

email: escrowagen@aol.com

and

Edgar C. Gentle, III, Esq.

Claims Administrator

Perrine v. DuPont Claims Administrator Office

501 Riverchase Parkway East

Hoover, AL 35244

(205) 716-3000

(205) 716-3010 (fax)

(205) 960-2533 (cell)

email: escrowagen@aol.com

or to such other address or person as hereafter shall be designated in writing by the applicable Party.

XVI. ENTIRE AGREEMENT

This Agreement and all exhibits and schedules hereto constitute the entire agreement between the parties hereto pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereof. All exhibits and schedules are incorporated into this Agreement as if set forth in their entirety and constitute a part thereof.

XVII. NO WAIVER; MODIFICATIONS IN WRITING

No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein to the Settlement and CORE are cumulative and are not exclusive of any remedies that may be available to the Settlement and CORE at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and designed by or on behalf of the Party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of the Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provisions of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

XVIII. SEVERABILITY

In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and shall be enforced to that extent.

XIX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia but without regard to the provisions thereof relating to conflicts of law. Any disputes arising out of, or as a result of, this Agreement shall be resolved in accordance with Exhibit G, the Mandatory Terms, and in accordance with the following terms:

CORE, by its execution of the Agreement, submits (and hereby agrees that its subcontractors shall submit) to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Perrine, et al., v. E. I. DuPont De Nemours and Company, et al., Case No. 04-C-296-2, (the "DuPont Case") for all purposes related to or arising out of the provision of Sampling Services to the Program under this Agreement. In addition, CORE hereby waives (and agrees that its subcontractors shall waive) any and all objections it might otherwise assert to the aforesaid jurisdiction, venue, or authority of the Court in the DuPont Case to hear and determine any and all disputes that might arise out of or be related to the Services, reserving its rights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the DuPont Case.

XX. RELATIONSHIP

Nothing contained in this Agreement and no action taken by the parties pursuant hereto shall be deemed to constitute the parties a partnership, an association, a joint venture or other similar entity.

XXI. HEADINGS AND CAPTIONS

The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

XXII. BINDING EFFECT ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. In the event of assignment, all of the terms, covenants and conditions of this Agreement shall remain in full force and effect and the Party making the assignment shall remain liable and responsible for the due performance of all of the terms, covenants and conditions of this Agreement that it is obligated to observe and perform. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement. However, neither the Settlement nor CORE may assign the rights and obligations provided hereunder without the prior written express permission of the other Party. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

XXIII. MISCELLANEOUS

- A. **Audits.** Each Party shall be entitled to audit the other Party's records that relate to the other Party's obligations undertaken pursuant to this Agreement. The audit shall be conducted at the auditing Party's expense using either CPA's working for the Party in conducting an internal audit of the other Party, or conducting an outside audit of the other Party, using a mutually acceptable national public accounting or CPA firm, independent accountant, consultant or vendor. The auditing Party shall ensure that its CPA's or the auditing firm, independent accountant, consultant or vendor, as applicable, has entered into a mutually acceptable confidentiality agreement prior to the audit, and Settlement, and/or auditing party shall indemnify CORE, or Settlement, as applicable, for any breach thereof. Audits may be conducted once annually upon sixty (60) days prior written notice, during regular business hours at the place of business of the record holder, and shall be subject to all applicable laws, and including any confidentiality and audit-related provisions in this and other contracts. Each Party reserves the right to maintain the confidentiality of proprietary business information to the extent such information is not required to audit the Party's obligations under this Agreement. Except as otherwise set forth herein, the audit results shall be made available by the auditing Party to the other Party.
- B. **Advertising Promotion, and Trade Name.** CORE may not list Settlement as one of CORE's clients in proposals and responses to proposals for the development of new business, without Settlement's prior written

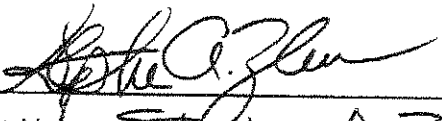
permission. Settlement may use CORE's name, in a form acceptable to CORE. Settlement may not use CORE's name or logo, or any form thereof, in such a way as to convey that CORE is an administrator and/or fiduciary with regard to Claimants, or the Program.

- C. **Exclusivity.** Settlement agrees that during the term of this Agreement, it shall not utilize the services of another entity to provide the Sampling Services that CORE has agreed to perform under this Agreement.
- D. **Third Party Beneficiaries.** CORE and Settlement specifically state, acknowledge, and agree that it is their intent that no other parties, including, but not limited to, Settlement Claimants or CORE subcontractors, shall be third party beneficiaries to this Agreement.
- E. **Changes in Laws.** If changes in the laws materially affect a Party's rights and obligations under this Agreement or render any portion illegal or unenforceable, then the Parties agree to negotiate modifications to the terms of this Agreement in good faith. If the Parties cannot agree to modify terms that comply with the changes in laws, then either Party may terminate this Agreement upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

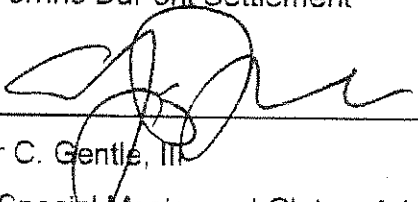
The undersigned certifies that he has legal authority to bind CORE.
CORE Environmental Services, Inc.

Agreement for Soil and House Sampling Services for the Property Remediation (Clean-Up) Program
between
the Perrine DuPont Settlement and CORE Environmental Services, Inc.

By: 
Print Name: Stephen A. Zbar
Title: President
Date: October 5, 2011

The undersigned certifies that he has legal authority to bind the Settlement upon approval of this Agreement by the Court in the DuPont Case.

The Perrine DuPont Settlement

By: 
Edgar C. Gentle, III
Title: Special Master and Claims Administrator
Date: October 4, 2011

Agreement for Soil and House Sampling Services for the Property Remediation (Clean-Up) Program
between
the Perrine DuPont Settlement and CORE Environmental Services, Inc.

EXHIBITS AND SCHEDULES

EXHIBIT A	Final Order dated June 27, 2011, Establishing Property Remediation (Clean-Up) Program
EXHIBIT B	Final Order dated January 4, 2011 Approving Settlement
EXHIBIT C	Final Order dated August 31, 2011 Approving Soil Tests for 24 Upper B Street Properties
EXHIBIT D	Final Order dated August 3, 2011 Approving Initial Property Protocols, Property Testing RFP and Property Testing RFP Bidder List
EXHIBIT E	Request For Proposals (RFP) for Testing Only in the Class Area in the Perrine DuPont Settlement, issued August 8, 2011
EXHIBIT F	CORE's Response to the RFP
EXHIBIT G	Modified Uniform Price Bid Form, which superseded the one in Exhibit F
EXHIBIT H	Mandatory Terms as Presented with the CORE RFP Response and Executed by CORE's Representative
EXHIBIT I	Court-Approved Confidentiality Agreement

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EXHIBIT A

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al., individuals
residing in West Virginia, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 04-C-286-2
Thomas A. Bedell, Circuit Judge

E.I. DU PONT DE NEMOURS AND COMPANY, et al.,

Defendants.

**FINAL ORDER ESTABLISHING PROPERTY REMEDIATION (CLEAN-UP)
PROGRAM**

Presently pending before the Court is the issue of the design and implementation of the Property Remediation (Clean-Up) Program. The Claims Administrator reports that, after payment of previously Court approved Class Counsel fees and expenses, initial property remediation program start-up expenses pursuant to the Court's previously approved initial budget, and reasonable contingencies, there is approximately \$34 million remaining in the Perrine DuPont Property Remediation Settlement Fund to fund the Class Area property remediation program described in this Order. The Court takes judicial notice of prior testimony of Class Counsel expert, Dr. Kirk Brown, that \$57 million may be required for the clean-up. Therefore, a prudent, deliberate and frugal clean-up program is a necessity.

The property remediation program is one of the two types of relief agreed to by Class Counsel and DuPont in the Settlement November 19, 2010 Memorandum of Understanding, as approved by this Court's January 4, 2011 Final Order Approving the

Page 1 of 16

Received Time Jun. 17. 2:14PM

2 P. 5657

JUN 27 2011 12:25PM THOMAS A. BEDELL, Judge

Settlement. Medical Monitoring, the other portion of the Settlement, is addressed in other Orders of this Court.

The following steps were taken to accord the Property Class Members procedural due process and to afford them maximum input in the design of the property remediation program: (i) Property Class Members were first invited by letter and publication to two weeks of town meetings at the Spelter, West Virginia Volunteer Fire Station, where the Settlement Claims Office is located, held during the weeks of February 28 and March 7, 2011, which were timely held, with the Claims Administrator and Mr. Marc Glass, the Settlement property remediation expert approved by the Court, outlining the parameters of a possible property clean-up program, and receiving initial Class Member input on property clean-up program design; (ii) utilizing the input from Property Class Members at the town meetings, on April 8, 2011, the Claims Administrator mailed the Class Members a questionnaire inviting them to provide their further input in property program design, with 340 Class Members timely completing and returning the questionnaire by May 1, 2011; (iii) the Claims Administrator mailed a letter to the Property Class Members on May 16, 2011, providing them with the results of the questionnaire answers, outlining the Claims Administrator's initial recommendations on property clean-up program design, and inviting the Class Members to the Court Fairness Hearings on property clean-up program design on June 2 and 3, 2011; and (iv) the Court then conducted these two days of Fairness Hearings, at which the Claims Administrator and the Settlement property remediation expert outlined a possible remediation program and answered Class Member questions, and a realtor and a physician described possible Class Area property value and Class Area resident health benefits from a property remediation program, and all attending Class

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Members and all other individuals were invited and allowed to provide this Court with their suggestions on the record on how to design the property remediation program. A videographer recorded the first day of the Fairness Hearings, which may be viewed on the Settlement website, at www.pertinadupont.com.

After receiving the above input from the Claims Administrator, Settlement Property Remediation Expert and numerous Property Class Members on property remediation program design, considering the opinions expressed by Class Members and other individuals attending the Fairness Hearings¹, the opinions of the realtor and physician who made presentations at the Fairness Hearings, a thorough review of the facts of the case, and careful consideration of the input of numerous interested individuals who live in the Class Area, as well as the input and opinions of various experts and professionals in the record, the Court hereby **ORDERS** the following:

The Property Class Definition of December 21, 2006, is hereby modified so as only to include current Class Area property owners who are not subject to the releases of the so-called Grasselli Deeds, described below. Therefore, the only individuals who may participate in the property remediation program are current property owners of eligible Class Area properties. There is no money provided by the Settlement to compensate past owners of Class Area property for two reasons. First, there was no Jury Verdict for property damages, so there was never an award of any kind simply for property damage.

¹The following individuals spoke at the June 2 and 3, 2011, Fairness Hearings described above: Norman Tate, Albert Sheaffer, Francis Ice, Cindy DiPetta, Hubert Fennell, Rod Tenney, Jeanette Koonz, Francis "Sue" Tate, Wayne Aley, George Buck, Diane Singleton, Ronald Sheaffer, David Moser, Shawn Singleton, Ronald Brown, Thelma Valerio, and Don Elder. Additionally, the following individuals submitted letters which were filed with the Court: Wessona Crosser, Judith Andrews, Earl Goodwin, Jr., Doris Martin, Joyce White, Rose Fluharty, and Janice Niven. Additionally, the Claims Administrator provided the Court with Class Member correspondence respecting the property clean-up program that was received before the Fairness Hearing, and three petitions were presented to the Court, two by Francis Ice, and one from Francis "Sue" Tate.

Second, there is no punitive damages award in the Settlement. The Settlement between the Parties provided funds for a medical monitoring program and a remediation program. All other claims which were a part of the Complaint were eliminated by the Memorandum of Understanding between the Parties, and the prior judgment in this case was vacated by prior Order of this Court.

Next, the Court **ORDERS** that there will be no "cash" option for Class Area property owners to choose instead of remediation. Although some individuals have expressed the opinion that a clean-up of Class Area properties would somehow be wasted, the Court does not share this opinion. After listening to the testimony at trial and reviewing thousands of pages of materials during the nearly eight (8) years this case has been before the Court, the Court determines that certain parts of the Class Area are potentially hazardous to human health.

The property remediation program under the Settlement should provide the safest environment it can for the inhabitants of the Class Area, based on the \$34 million available. If the Court provided a "cash" option instead of a clean-up, much of the potentially hazardous contamination in the Class Area would remain for generations to come. Therefore, the funds available for remediation of Class Area properties through the Settlement will be used solely for clean-up related expenses, as further defined in this Order.

Further, the Court notes that, even if the property remediation program only removed one-half of the Class Area contamination, the Class Area would be safer than it is today. Additionally, hazardous materials testing and cleaning will remove much of the

uncertainty that currently exists about the safety of houses² throughout the Class Area, and soils in Zone 1A. The Settlement offers the only known chance for property remediation for the Class Area, and forgoing that chance to clean the area with a cash payment that could quickly dissipate without any lasting benefit to the Property Class would be unjust.

I. Class Definition

On December 21, 2006, the Court adopted the following definition for the Property Class:

THOSE WHO CURRENTLY OWN, OR WHO ON OR AFTER DECEMBER 1, 2003 HAVE OWNED, PRIVATE REAL PROPERTY LYING WITHIN THE CLASS AREA DEFINED BELOW ("PROPERTY CLASS") ... Exclusions (1) If you owned property only before December 1, 2003 or only after September 14, 2006 (the Date of entry of the Order Granting Class Certification), you are not a Property Class member.

Individual Notice to Class Members, Dated December 21, 2006, by the Hon. Thomas A. Badell. Subsequent to the adoption of this Class Definition, important Court Orders, the ruling of the West Virginia Supreme Court of Appeals, and the Settlement itself have necessitated a revision of this Class Definition.

First, the so-called Grasselli properties were excluded by Order of this Court, in 2007, and again by the ruling of the Supreme Court of Appeals on March 26, 2010, as follows:

A review of the Grasselli deeds reveals that the deeds utilized plain language to clearly express the intent of the parties. Notably, the Grasselli deeds were executed as part of the settlement of numerous lawsuits brought against Grasselli by local land owners seeking to recover damages caused by fumes, gases, and dust emitted from the smelter. In exchange for settling these claims, the deeds, in plain language, released Grasselli and its successors and assigns from all actions for losses of "every kind whatsoever" caused by

²House, in this Order, includes permanent houses, commercial dwellings and mobile homes which are fit for human occupancy as defined by the Claims Administrator.

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the "past, present or future" operation of the plant or caused by "any substance or substances in the past, present or future," emanating from the plant. The deeds further grant Grasselli and its successors the "free and perpetual right" to discharge, or permit to escape onto the off-site lands of the grantors, the substances specified therein. Finally, the deeds provide that the releases and easements "shall run with [the] land" to the benefit of Grasselli and its successors. Not only do the Grasselli deeds utilize unmistakable language, but we additionally find notable the fact that the deeds were executed in the settlement of actions brought by area landowners seeking compensation for damage to their property caused by the substances emanating from the smelter. This fact leaves no doubt that the parties to the Grasselli deeds understood that they were agreeing to the continued discharge of harmful substances onto their properties, even if they did not know the exact composition of those substances.

Perrine v. E.I. du Pont de Nemours and Co., 225 W.Va. 482, ___, 694 S.E.2d 815, 842-849, (2010).

By ruling of the West Virginia Supreme Court of Appeals, issued March 26, 2010, the so-called Grasselli tracts are not part of the Property Remediation Class. Perrine v. E.I. du Pont de Nemours and Co., 225 W.Va. 482, 694 S.E.2d 815, 842-849 (2010). In the same way that an employee cannot contravene the direction of his employer, the Circuit Court of Harrison County is powerless to change the exclusion of the Grasselli tracts because the Supreme Court has ruled those tracts are excluded. Therefore, this Court does not have the ability to include the Grasselli tracts in the Property Remediation Program³.

³At the Fairness Hearing, some of those attending expressed strong opinions about the perceived unfairness of the exclusion of the Grasselli properties from the Property Class. The Court is sympathetic to those complaints, and agrees that cleaning all the properties in the Class Area, including the Grasselli properties, would best improve property values and human health. However, the West Virginia Supreme Court of Appeals has spoken, making the exclusion of the Grasselli properties the final decision on this issue.

Accordingly, the so-called Grasselli properties are not included in the property remediation program, and the owners of the Grasselli properties are not members of the Property Class.

Next, the Court notes that at the time the 2006 Class definition was established, the Plaintiffs had a claim for property damage in addition to the claim for property remediation. There was no property damages Jury Verdict in the 2007 trial. Therefore, there are no monies available to pay for property damages.

Finally, the Court notes that the voluntary Settlement, as contemplated by the Memorandum of Understanding, entered into on November 18, 2010, and finalized by the "Final Order Approving Settlement," entered by the Court on January 4, 2011, eliminated the claims for punitive damages. The only funding agreed to by the Parties was for property remediation, attorneys' fees and expenses, and medical monitoring.

Because there are no funds for punitive damages and no funds to compensate for property damages, there are no funds to pay past owners of Class Area properties. Accordingly, the property remediation program can only benefit the current owners of eligible properties in the Class Area. There is no money available for a "cash payment" instead of a remediation of affected properties. The only money available is designated for the remediation of Class Area properties.

Accordingly, upon its own Motion, the Court hereby modifies the definition of the Property Class to be as follows:

Members of the Property Class are current owners of eligible Class Area properties, as previously identified by Class Counsel within the Class area boundary. A current owner is defined as the owner of the property on the date that this Order is entered. If property is sold between the date of entry of this Order and the date of execution of the Property Remediation

Program as to that specific property, i.e. the testing and cleaning. If necessary, of that property, the benefits conferred by the Settlement and the Program inure to the new owner, not the old owner, thereby running with the land. Further, the properties identified in Court documents and fully described as the "thirty-two tracts" or the "Grasselli Properties" are excluded from the Property Remediation Program, by Order of this Court and by the ruling of the West Virginia Supreme Court of Appeals.

II. Clean-Up Specifications

The Claims Administrator shall define and set clean-up specifications to clean any contaminated properties to a standard that is reasonably determined to be safe for human occupancy. As described below, and in accordance with the expert testimony of Dr. Kirk Brown in the record, potentially contaminated properties are (i) the soil on Class Member property in Class Area Zone 1 A; and (ii) the houses on Class Member property in the entire Class Area (Zones 1A, 1B, 2 and 3).

III. Sign-Ups, Budgeting, and Claim Forms

The Claims Administrator shall establish a sign-up program in the most efficient manner to provide an opportunity for eligible Property Class Members to take part in the Remediation Program.

The sign-up period shall be from July 11, 2011 through October 10, 2011, inclusive, with the Claims Administrator to mail to Property Class Members the Claim Form substantially in the form of Exhibit A, together with the invitation letter in Exhibit A to the below described town meetings, on June 27, 2011, to the extent practicable, (with Zone 1A Class Members to receive the additional letter provided). Late registrants shall be admitted to the property clean-up program for good cause, at the discretion of the Claims Administrator. To facilitate the sign-up process, there shall be town meetings at the Spelter

Volunteer Fire Station from July 11 through 18, 2011, inclusive, with a morning, mid-day and evening session, each day.

Following the expiration of the sign-up period, and based upon the sign-up results, the Claims Administrator shall provide to the Court for review and possible approval a property remediation program budget.

IV. Remediation Program Design

The Claims Administrator shall procure one or more licensed, bonded, and experienced companies to test and/or clean Class Area houses and land for hazardous cadmium, arsenic, lead and zinc contamination via a public bidding process. Each eligible parcel of soil or house (as described above) will be tested before any remediation, so that only contaminated properties are cleaned with Settlement funds, and property owners shall receive confidential written confirmation of the contamination status of their home after testing. The Claims Administrator shall start testing as soon as possible on a rolling basis after sign-ups begin, to move the property remediation program forward. Respecting house and soil testing results confidentiality, the Court makes the following findings.

House test results shall remain confidential, with the house, itself, reasonably containing any contamination, so that a Class Member's right to house test results privacy takes priority over a neighbor's interest in the test results. Soil test results confidentiality is more problematic, with soil being the major source of continued Class Area toxic metals dispersal, so that a neighbor has a reasonable interest in knowing the soil test results from adjoining properties. An individual's right to privacy cannot be ignored, however. Therefore, soil test results shall be subject to the following confidentiality rules:

Those having their soil tested:

- (i) Can elect to make the results public by checking the appropriate box on the Claim Form; or
- (ii) Can elect potentially to keep their test results private by checking the appropriate box on the Claim Form. If the soil test results are negative, they will be available to a contiguous land owner who signs a Claims Administrator Confidentiality Agreement. If they are positive, then a contiguous land owner can request them by completing the Confidentiality Agreement, and the Claims Administrator will request permission from the tested Class Member to release them. If the Class Member refuses, then the Court will address the issue at that time.

The remediation program shall begin in Zone 1A, with soil clean-ups taking priority over house clean-ups due to the public and potentially more dangerous nature of contaminated soils. The Court reserves judgment on whether soil clean up should be mandatory or optional. House clean-up will be optional, as the house, itself, largely keeps any contamination from spreading to adjoining properties or houses.

The Claims Administrator shall take reasonable measures to encourage all Zone 1A Class Members to participate in the soil remediation program. For Class Members who participate voluntarily, this issue is moot. If a Class Member is hesitant to participate, the Claims Administrator shall encourage the Class Member to have his soil tested at the expense of the Settlement. If the test is negative, then the issue is moot. If the test is positive, then the Claims Administrator shall encourage the Class Member to participate in soil remediation for the benefit of the Class Area and its residents. If the Class Member refuses, then the Court shall address the matter at that time, when it will be ripe.

After addressing Zone 1A soils, the Program will then move to the cleaning of houses, again starting in Zone 1A, and working outwards, to Zone 1B, Zone 2, and Zone 3, respectively.

With respect to payments for annoyance and inconvenience in participating in the property clean-up program, the Court **ORDERS** the following:

Owners of eligible properties in Zone 1A, regardless of size, in recognition of the annoyance and inconvenience caused by the soil clean-up, shall receive five thousand dollars (\$5,000) per property. This amount shall be divided into two payments, one at the time of verification of a claim for remediation of eligible Zone 1A soil, and one at the time of testing and completion of remediation of the Zone 1A soil, and/or certification that the property is safe and does not need to be remediated. The first payment shall be one thousand dollars (\$1,000). The second payment shall be four thousand dollars (\$4,000). Soil that is remediated shall be evidenced by a confidential written Certificate of Completion provided to the Class Member.

Owners of eligible houses which are fit for human occupancy, as reasonably determined by the Claims Administrator, and any commercial structures fit for human occupancy, as reasonably determined by the Claims Administrator, which are regularly occupied by people, in all three Zones, i.e. the entire Class Area, shall receive a total of five hundred dollars (\$500) per home or commercial structure. The payment shall be divided into two parts: the first payment shall be one hundred dollars (\$100) at the time the claim is verified, and the second payment shall be four hundred dollars (\$400) which shall be paid at the time of testing and completion of remediation of the house, or certification that the house is safe and remediation is not needed. Houses that are remediated shall

be evidenced by a confidential written Certificate of Completion provided to the Class Member.

The property remediation program and the related annoyance and inconvenience payments shall be based on each individual parcel for tax identification purposes in the Class Area, with the parcel owner(s) noted in the Harrison County, West Virginia, tax rolls to be presumed to be the owner(s) of the property for purposes of this program, absent contrary written proof as reasonably determined by the Claims Administrator. For example, if a Class Member owns more than one eligible lot or parcel that are next to each other and assessed for property taxes together, only one annoyance and inconvenience payment will be made for the property's house(s) or soil (in Zone 1A only) if the Class Member qualifies the affected property. If a Class Member has more than one eligible lot or parcel assessed separately, then multiple annoyance and inconvenience payments will be made if the Class Member qualifies the affected properties.

Funds for the property remediation program are limited. The Claims Administrator shall prioritize the use of funds as follows:

1. First, every verified and eligible property owner, whether of soil in 1A or a house or commercial structure fit for human occupancy in the entire Class Area, shall receive their annoyance and inconvenience payment and shall have their property and/or house tested, and shall be informed of the results confidentially and in writing⁴. This step of the program takes ultimate priority over cleaning.

⁴Some Class Area property owners not located in Zone 1A have requested that their soil be tested even though Dr. Brown has advised that this is not necessary. Even though soil clean-up outside Zone 1A is not part of the property clean-up, the Claims Administrator will allow a non-Zone 1A property owner to have his soil tested using part of his annoyance and inconvenience payment for this purpose by checking a box on the Claim Form.

because owners of eligible properties must be informed of the contamination status of their properties. Some properties will not need any cleaning, and informing owners that their soils or houses are safe will remove a lot of uncertainty about Class Area properties.

2. Next, the soil in Zone 1A shall be remediated to the extent necessary to make Zone 1A safe for human occupancy.
3. Next, the houses and commercial structures fit for human occupancy in Zone 1 (Zone 1A and Zone 1B) shall be remediated.
4. Next, to the extent there are adequate funds, the houses and commercial structures fit for human occupancy in Zone 2 shall be remediated.
5. Finally, to the extent there are adequate funds, the houses and commercial structures fit for human occupancy in Zone 3 shall be remediated.

There may not be adequate funds to carry out all five steps above.

Thereafter, any extra remediation funds shall be distributed equally to all participants in the property remediation program, as defined by the further Order of this Court.

Further, the Court recognizes that the funds provided to remediate properties may not reach remediation of contaminated houses in Zones 2 and 3. If those properties cannot be remediated through the Settlement, they shall at least be tested and the owners shall be informed of the test results confidentially and in writing according to the prioritization schedule enumerated, *supra*.

The Claims Administrator shall provide confidential written Certificates of Cleanliness to the owners who participate in the property remediation program for properties that are tested and found to be safe or not safe for human occupancy.

regardless of whether the properties are safe at the time of testing or after remediation.

The Claims Administrator shall provide monthly updates on the progress of the property remediation program to the Court and the Finance Committee, and via distribution to the Press as well as publication on the Settlement website.

Further, as the property remediation program progresses, if cleaning necessitates that a house owner leave their house for a short period of time while the soil (in Zone 1A) or house (in the Class Area) is remediated, the property remediation program shall fund local hotel stays for owners and vet or pet sitter stays for pets, at a reasonable rate, to the extent necessary.

Next, the Court notes that certain Class Area property owners have requested funds to perform remediation of their properties on their own. The Court denies this request. The removal of hazardous metals must be done by qualified professionals, who, by thorough testing, will certify to property owners that contamination has been removed. If the Court allows owners to undertake this type of cleaning on their own, there would be no guarantee that necessary cleaning would be accomplished, no guarantee that contamination would be removed, and there could be resulting damage to property or human health. The potential heavy metal contamination in the Class Area involves potentially dangerous carcinogens, and the clean-up of these metals should be done by experts.

The Court also notes that some Class Area property owners have requested reimbursement for claimed past renovation expenses. The property remediation program cannot and shall not provide reimbursement for past expenses related to renovation of Class Area properties. First, the Court and Claims Administrator would have an extremely

difficult time in setting a fair value for any past expenses or renovations. Also, past renovation efforts likely had more than one purpose, such as adding to or improving living space, which is not part of the property remediation program, and it would be unfair to reimburse individuals for added or improved living space when other Class Members will not receive such benefits. Finally, without participation in the program and thorough testing by professionals, the Court cannot know if past amateur renovation efforts actually removed any contamination, so all eligible area properties need to be tested.

The Claims Administrator shall exercise his discretion in establishing and administering the property remediation program, with the supervision and oversight of the Court. Any property remediation program disputes between Class Area property owners and the Claims Administrator, following reasonable mediation and reconciliation efforts by the Claims Administrator, will be resolved by the Court.

Provided that the Claims Administrator, his staff and employees, act in substantial compliance with this Order, the Claims Administrator, and his staff and employees, are hereby granted judicial immunity.

Further, the Court **ORDERS** that this is a Final Order pursuant to Rule 54(b) of the West Virginia Rules of Civil Procedure and that this Order constitutes a "final judgment [as] there is no just reason for delay," and the Court hereby makes "an express direction for the entry of judgment."

IT IS SO ORDERED.

Finally, the Clerk of this Court shall provide copies of this Order to the following:

David B. Thomas, Esq.
James S. Arnold, Esq.
Stephanie Thecker, Esq.
Allen Guthrie & Thomas, PLLC
500 Lee St., East, Suite 800
P.O. Box 3394
Charleston, WV 25333-3394

Edgar C. Gentle, III, Esq.
Michael A. Jacks, Esq.
Gentle, Turner, & Sexton
55 B Street
P.O. Box 257
Spelter, WV 26438
Special Master and Claims
Administrator

Meredith McCarthy, Esq.
901 W. Main St.
Bridgeport, WV 26330
Guardian ad litem

Virginia Buchanan, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32591

ENTER: Jun 27, 2011


Thomas A. Bedell, Circuit Judge

EXHIBIT A:

TWO LETTERS (ONE LETTER FOR ALL POTENTIAL PROPERTY CLASS MEMBERS
AND AN ADDITIONAL LETTER FOR ZONE 1A CLASS MEMBERS ONLY) INVITING
PROPERTY CLASS AREA MEMBERS TO JULY 11 TO 16, 2011 TOWN HALL MEETINGS
AND PROPERTY REMEDIATION (CLEAN-UP) CLAIM FORM

LETTER TO ALL CLASS AREA PROPERTY OWNERS

**PERRINE DUPONT SETTLEMENT
SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE
55 B. STREET
P.O. BOX 257
SPELTER, WV 26438
304-622-7443
1-800-345-0837
Fax: 304-622-7447 or 205-716-3010
www.perrinedupont.com
perrinedupont@gtandslaw.com**

June 25, 2011

Re: *Registration for House Clean-Up Program*

Dear Potential Property Program Class Member,

THIS LETTER INVITES YOU TO A TOWN HALL MEETING AT THE SPELTER FIRE STATION WHERE WE WILL DESCRIBE THE PROPERTY CLEAN-UP PROGRAM AND HELP YOU WITH YOUR PAPERWORK TO REGISTER YOUR PROPERTY FOR THE PROGRAM.

On June, __ 2011, the Circuit Court of Harrison County entered the Final Order Establishing Property Remediation (Clean-Up) Program (the "Order") which established the property clean-up program (the "program") described by this letter. Based upon the information provided to us through the lawsuit, we believe that one or more of your properties may be eligible for the Program.

We have attached a Claim Form, and you must fill out your Claim Form for your property to be part of the Program, which will entitle you to an annoyance and inconvenience payment as described below, as well as testing of your house for arsenic, lead, cadmium and zinc (the "tested metals"), and to the extent necessary and to the extent we can afford it, cleaning of your house.

TO BE ELIGIBLE FOR THE PROGRAM, YOU MUST SUBMIT YOUR CLAIM FORM, FULLY COMPLETED AND WITH THE NECESSARY DOCUMENTATION AS DESCRIBED BELOW, BY OCTOBER 10, 2011.

I. Town Hall Meetings

We will hold Town Hall Meetings for you to attend for help with registering your house¹ for the program at the Spelter Fire Department, in the dining hall. Anyone can come to either day of the Town Hall Meetings. The suggestion that Claimants with last names beginning with certain letters attend on certain days is only a suggestion so that there will be an even amount of people on each day of the Town Hall Meetings.

Attendance at the Town Hall Meetings is optional and will not affect your house's eligibility for the program in any fashion. However, you must submit your completed claim form and documentation on or before October 10, 2011, for your property to be considered for the program.

TOWN HALL MEETINGS SPELTER FIRE DEPARTMENT

<u>DATE</u>	<u>TIMES</u>	<u>LAST NAMES</u>
Monday July 11, 2011	9:00AM - 12:00PM 2:00PM - 5:00PM 6:00PM - 8:00PM	Last Names Beginning With Letters A - E
Tuesday July 12, 2011	9:00AM - 12:00PM 2:00PM - 5:00PM 6:00PM - 8:00PM	Last Names Beginning With Letters F - J

¹Under the Order, only Class Area Property owners in Zone 1A (see Map attached of Class Area) have a soil clean-up program. Class Members in other Zones only have a house clean-up program.

Wednesday July 13, 2011	9:00AM - 12:00PM 2:00PM - 5:00PM 6:00PM - 8:00PM	Last Names Beginning With Letters K - O
Thursday July 14, 2011	9:00AM - 12:00PM 2:00PM - 5:00PM 6:00PM - 8:00PM	Last Names Beginning With Letters P - T
Friday July 15, 2011	9:00AM - 12:00PM 2:00PM - 5:00PM 6:00PM - 8:00PM	Last Names Beginning With Letters U - Z
Saturday July 16, 2011	9:00AM - 12:00PM 2:00PM - 5:00PM 6:00PM - 8:00PM	Make Up Day - Anyone can come to Meeting

The Claims Administrator, will offer a brief presentation on the program at the beginning of each Town Hall Meeting. After my presentation, my staff and I will help you complete claim forms for your house.

II. House Clean-Up Program Summary

The Order fully describes the program and is available on our website, www.deminedupont.com. The Order requires us to obtain a Claim Form from the owner for each eligible house in the Class Area that is "fit for human occupancy", or a commercial structure reasonably fit for human occupancy, as determined by the Claims Administrator. My staff and other licensed contractors will perform a visual inspection of each house to make sure there is a structure fit for human occupancy.

In addition to the fully completed Claim Form, each house owner must sign the Claim Form, and we must have a copy of the most recent property tax ticket or receipt from Harrison County for the property on which the house is located, as well as a copy of each house owner's photo identification.

The program will begin with a sign-up program from July 11, 2011, to October 10,

2011. As each house is registered, we will test it for the tested metals. Thereafter, we will begin cleaning houses and soil in Zone 1A, around Spelter. Then, we will begin cleaning the houses in Zone 2, including areas such as Gypsy and Hepzibah. Thereafter, we will begin cleaning the houses in Zone 3, including areas such as Arlington, Lumberport, and Shinnston.

Every eligible house which we confirm as part of the Program will entitle the owner or owners to a **five hundred dollar (\$500) payment**. If there are multiple owners, the money will be shared equally among them. The money will be split into two payments, the first will consist of one hundred dollars (\$100) which will be paid at the time the Claim for the house is verified, and the second payment will consist of four hundred dollars (\$400) at the time the house is tested for hazardous contamination and cleaned if necessary. You get to keep the five hundred dollars even if your property does not need to be cleaned.

If your house is tested and deemed safe, you will receive a Certificate describing your property as safe. Alternatively, if your house tested metals results are positive, after your house is cleaned, you will receive a Certificate of Completion describing your house as safe.

WE CANNOT GUARANTEE THAT YOUR HOUSE WILL BE CLEANED DUE TO LIMITED FUNDING. HOWEVER, EACH HOUSE VERIFIED AS ELIGIBLE WILL BE TESTED AND THE OWNER(S) OF THAT HOUSE WILL RECEIVE FIVE HUNDRED DOLLARS (\$500) AS AN ANNOYANCE AND INCONVENIENCE PAYMENT FOR THAT HOUSE.

We hope that we will be able to test and clean every verified house, however, according to the Order, we must first test everyone, then clean the soil in Zone 1A, and then work through the houses in Zone 1, to Zone 2, and then to Zone 3. This is because the most potentially contaminated areas are closest to the former zinc smelter site and they have been given priority in the program.

The program does not provide any money for former owners of property in the Class Area. It also does not provide any money or testing for or cleaning of the so-called Grasselli properties. Finally, the program does not provide any reimbursement for owners of properties who claim to have renovated their properties on their own. According to the Order, we must test each house to make sure that it is safe, even if the owner believes it to be safe and has already done some renovations or cleaning of the property.

There is no cash option instead of the program. You do not have to participate in the program, but if you do not, you will not receive anything from the property clean-up portion of the Settlement.

If you own eligible property that includes soil in Zone 1A, you are receiving an additional letter in this package about the soil clean-up program.

At the conclusion of the program, any leftover money will be distributed equally to the property owners who participate.

If you have any questions, please come by our office, call us, or send us an email.

Yours very truly,

Ed Gentle,
Claims Administrator
(304) 622-7443
(205) 716-3000
1-800-345-0837 (toll free)
peminedupont@gtandslaw.com

LETTER TO PROPERTY OWNERS IN ZONE 1A ABOUT SOIL CLEAN-UP ONLY

**PERRINE DUPONT SETTLEMENT
SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE**

55 B. STREET

P.O. BOX 257

SPELTER, WV 26438

304-622-7443

1-800-345-0837

Fax: 304-622-7447 or 205-716-3010

www.perrinedupont.com

perrinedupont@gtandslaw.com

June 25, 2011

Re: Registration for Soil Clean-Up Program

Dear Potential Property Program Clean-Up Class Member,

We are sending you two (2) letters, the first describes the Property Clean-Up Program in general terms and applies to all eligible properties that are homes or commercial structures which are fit for human occupancy in the entire Class Area and invites you to Town Hall Meetings to learn about the Property Program and register your property.

This letter pertains to soil testing and clean-up in Zone 1A only.

On June __, 2011, the Circuit Court of Harrison County entered the Final Order Establishing Property Remediation (Clean-Up) Program (the "Order") which established the property clean-up program (the "program") described by this letter. Based upon the information provided to us through the lawsuit, we believe that one or more of your properties may be eligible for the program and we believe that at least one of your properties is in Zone 1A and is eligible for soil clean-up.

We have attached a Claim Form, and you must fill out your Claim Form for your soil in Zone 1A to be part of the program, which will entitle you to an annoyance and inconvenience payment as described below, as well as testing, and to the extent necessary

and to the extent we can afford it, cleaning of your soil if it is hazardous to human health. Completion of your Claim Form for eligible Zone 1A property will also entitle you to testing and clean-up (if contaminated) of the house if it qualifies.

TO BE ELIGIBLE FOR THE PROGRAM, YOU MUST SUBMIT YOUR CLAIM FORM, FULLY COMPLETED AND WITH THE NECESSARY DOCUMENTATION AS DESCRIBED BELOW, BY OCTOBER 10, 2011.

Property Clean-Up Program Soil Summary

The Order fully describes the program and is available on our website, www.perrinedupont.com. The Order requires us to obtain a Claim Form for each eligible property in the Class Area that has soil in one 1A.

In addition to the fully completed Claim Form, each soil owner in Zone 1A must sign the Claim Form, and we must have a copy of the most recent property tax ticket or receipt from Harrison County for the property, as well as a copy of each owner's photo identification.

We will test the soil of each property in 1A once the owner signs up for the program.

The program will begin with a sign-up program from July 11, 2011, to October 10, 2011. As each property is registered, we will test it for arsenic, lead, cadmium, and zinc (the "tested metals"). Thereafter, we will begin cleaning houses¹ and soil in Zone 1A; around Spelter. Thereafter, we will begin cleaning the houses in Zone 1B and Zone 2, including areas such as Gypsy and Hepzibah. Thereafter, we will begin cleaning the houses in Zone 3, including areas such as Arlington, Lumberport, and Shinnston.

Completion of a Claim Form for each eligible property which has soil in Zone 1A which we confirm as part of the program will entitle the owner or owners to a five thousand dollar (\$5,000) payment. If there are multiple owners, the money will be shared equally among them. The money will be split into two payments, the first will consist of one thousand dollars (\$1,000) which will be paid at the time the Claim for the Zone 1A soil is verified, and the second payment will consist of

¹House, in this Order, includes permanent houses, commercial dwellings and mobile homes which are fit for human occupancy as defined by the Claims Administrator.

four thousand dollars (\$4,000) at the time the soil is tested for and remediated of hazardous contamination (if necessary). You get to keep the five thousand dollars even if based upon our test your soil does not need to be cleaned. You will receive the soil test results from us in writing.

If your soil is tested and deemed safe, you will receive a Certificate describing your property as safe. Alternatively, if the tested metal levels require soil clean-up, after your soil is cleaned and is safe, you will receive a Certificate of Completion describing your soil as safe.

WE CANNOT GUARANTEE THAT YOUR SOIL WILL BE CLEANED DUE TO LIMITED FUNDING. HOWEVER, EACH ZONE 1A PROPERTY VERIFIED AS ELIGIBLE WILL HAVE ITS SOIL TESTED FOR CONTAMINATED SOIL AND THE OWNER(S) OF THAT PROPERTY WILL RECEIVE FIVE THOUSAND DOLLARS (\$5,000) TOTAL AS AN ANNOYANCE AND INCONVENIENCE PAYMENT, FOR THAT PROPERTY. NOTE THAT SOIL CLEAN-UP IN ZONE 1A HAS THE FIRST PRIORITY IN THE PROGRAM.

We do not know if the soil clean-up in Zone 1A will become mandatory. We are first going to see how many people will voluntarily have their soil tested to see if it needs to be cleaned. Such voluntary participation will include the five thousand dollar (\$5,000) annoyance and inconvenience payment described above.

Additionally, the confidentiality rules for soil test results are as follows. First, if you decide to make your test results public, by checking the box on the Claim Form, your soil test results will be public. Second, if you choose to keep your soil test results confidential, and the results are negative, meaning your soil is safe and will not be cleaned, any adjoining land owner (i.e. next door neighbor) who signs a confidentiality agreement will be allowed to see the results, but to keep them confidential. If your soil test results are positive, meaning your soil must be cleaned, any adjoining land owner may request the results if they sign the confidentiality agreement, and if you agree, they will be provided to the adjoining land owner, but are to be kept confidential. If you do not agree, the issue will be decided by the Circuit Court.

The program does not provide any money for former owners of property in the Class Area. It also does not provide any money for testing for the so-called Grasselli properties. Finally, the program does not provide any reimbursement for owners of properties who claim to have renovated

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their properties on their own. According to the Order, we must test each property to make sure that it is safe, even if the owner believes it to be safe and has already done some renovations or cleaning of the property.

There is no cash option instead of the program.

At the conclusion of the program, any leftover money will be distributed equally to the property owners who participate.

WE INVITE YOU TO THE JULY 11 TO 16, 2011 TOWN HALL MEETINGS DESCRIBED IN THE OTHER ENCLOSED LETTER. AT THE MEETINGS, WE WILL REVIEW THE PROGRAM IN DETAIL AND WILL BE AVAILABLE TO HELP YOU COMPLETE THE CLAIM FORM.

If you have any questions, please come by our office, call us, or send us a fax or an email.

Yours very truly,

Ed Gentle,
Claims Administrator
(304) 622-7443
(205) 716-3000
1-800-345-0837 (toll free)
perrinedupont@gtandslaw.com

HOUSE AND SOIL CLEAN-UP PROGRAM REGISTRATION FORM

**PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
C/O SPELTER VOLUNTEER FIRE DEPARTMENT
55 B. ST, P.O. BOX 257, SPELTER, W.Va. 26438
1-800-345-0837 OR 1-304-622-7443 OR 1-205-716-3000
FAX: 1-304-622-7447 OR 1-205-716-3010
www.perrinedupont.com
perrinedupont@gtandslaw.com**

THIS FORM ONLY APPLIES TO PROPERTY OWNERS OF ELIGIBLE PROPERTY WITHIN THE CLASS AREA¹, WITH A COPY OF THE CLASS AREA MAP AND OF THE EXCLUDED GRASSELLI PROPERTIES BEING ATTACHED.

THE PROPERTY CLEAN-UP PROGRAM DOES NOT APPLY TO THE GRASSELLI PROPERTIES (THAT ARE DEFINED IN THE COURT'S FINAL 2011 PROPERTY REMEDIATION (CLEAN-UP) PROGRAM ORDER).

A. TO QUALIFY FOR THE HOUSE CLEAN-UP PROGRAM, YOU MUST OWN A CLASS AREA HOUSE OR MOBILE HOME THAT IS FIT FOR HUMAN OCCUPANCY OR A CLASS AREA COMMERCIAL STRUCTURE THAT IS FIT FOR HUMAN OCCUPANCY AND REGULARLY OCCUPIED BY PEOPLE.

B. TO QUALIFY FOR THE SOIL CLEAN-UP PROGRAM, YOU MUST OWN PROPERTY IN ZONE 1A OF THE CLASS AREA. We have included a separate letter to Zone 1A Class Members with their copy of this Claim Form.

IF YOU DO NOT OWN CLASS AREA PROPERTY, PLEASE DO NOT COMPLETE THIS FORM.

YOU MUST COMPLETE AND SUBMIT THIS FORM BY OCTOBER 10, 2011. OR YOU WILL RECEIVE NOTHING FROM THE PROPERTY CLEAN-UP SETTLEMENT. THIS FORM IS TO BE PREPARED PER PROPERTY AND NOT PER PERSON. IF YOU OWN MORE THAN ONE ELIGIBLE PROPERTY YOU WILL NEED TO FILL OUT A CLAIM FORM FOR EACH PROPERTY.

¹ Court Orders pertaining to the clean-up program can be found on the settlement website www.perrinedupont.com. Please See Attached Class Area Map, and the attached map showing the excluded Grasselli properties.

Please note that having more than one lot or parcel that are next to each other and assessed for property taxes together does not require filling out more than one Claim Form, because they are one property under the program. But, separately assessed properties are separate properties under the program. For example, if you own one eligible property in Shinnston and one eligible property in Spelter you will need to fill out two Claim Forms. But, if you own three lots next to each other in Spelter you only need to complete one Claim Form.

You may submit this Claim Form by mail, fax, email, or hand delivery. For help with this Claim Form, you may call 1-800-345-0837 OR 1-304-622-7443 OR 1-205-716-3000, visit our office in the Fire Department in Spelter (we are open Monday through Friday from 9:00 a.m. to noon, and 1 p.m. to 5 p.m.), or send us a fax or an email.

REQUIRED INFORMATION

- Below, please identify the Class Area property that you own. The following information is on the bill that the Harrison County Sheriff's Tax Office sends you every year for property taxes.²

District	Tax Map	Parcel(s)	Lot(s)
----------	---------	-----------	--------

- You must attach to this Claim Form a current bill or receipt for property taxes to prove that you are the Owner of the property.

OWNERS' NAMES

WE MUST HAVE A COPY OF EACH OWNER'S PHOTO ID, SUCH AS A DRIVER'S LICENSE, ATTACHED TO THIS FORM

OWNER 1

First Name	Middle Initial	Last Name
_____/_____/____	_____/_____/____	_____/_____/____
Date of Birth	Social Security Number ³	

² It is also available at the website <http://harrison.softwaresystems.com:8363/?am=ee>.

³ You must provide your social security number. If you do not provide a social security number, we cannot validate your claim, we cannot pay you anything, and we cannot clean-up your property.

OWNER 2

First Name _____ Middle Initial _____ Last Name _____
Date of Birth _____ Social Security Number _____

OWNER 3

First Name _____ Middle Initial _____ Last Name _____
Date of Birth _____ Social Security Number _____

OWNER 4*

First Name _____ Middle Initial _____ Last Name _____
Date of Birth _____ Social Security Number _____

CONTACT ADDRESS AND PHONE NUMBER(S)

This is the address where you will receive mail related to this Claim, and the phone number(s) we will use to call you about your claim. If you need to provide a second address, please attach a second sheet of paper.

Name or Names _____

Home Phone Number _____ Cell Phone Number _____

Street, Route, or P.O. Box _____

City _____ Zip Code _____

* If there are more than four owners of your property, please attach an additional sheet of paper to the form that lists the additional owner(s).

Please provide directions to your property. For example, if you live on Lamberts Run, please describe whether it's Upper or Lower Lamberts Run, and please provide directions to your property from the nearest main road.

SAMPLING, TESTING, AND REMEDIATION LICENSE AND AGREEMENT

1. The Owner(s) identified in this Claim Form hereby grants to the Pennine DuPont Settlement (the "Settlement") an irrevocable license to enter upon the real property identified in this Claim Form ("the Property") for the following purposes:

To carry out the house clean-up project in all zones of the Class Area, taking dust samples from the living space and attic and testing said samples for the presence of arsenic, cadmium, lead, and zinc (the "tested metals").

To carry out the soil clean-up project in Zone 1A only of the Class Area, taking soil samples from the Owner(s)'s property and testing said samples for the presence of the tested metals.

This license grants the Settlement, and its agents, servants, or employees, including general and sub-contractors, the right to enter the Property, remove the samples, and have the samples tested for the tested metals. House sample results (for all Class Area Zones) and soil test sample results (for Zone 1A only) shall be provided by the Settlement in writing to the Owner(s). Further, to the extent funds are available and the sample results show a tested metals level reasonably deemed hazardous to human health ("tested positive") by the Claims Administrator, so that remediation (clean-up) of the house (all zones) or soil (Zone 1A only) is necessary,

the Owner(s) grant the Settlement the right to remove tested metals from the Property, remove and replace contaminated materials, conduct intensive cleaning, and conduct follow up testing to confirm that tested metals contamination has been removed from the Property. Only Properties tested positive will be cleaned up.

2. The Settlement agrees upon completion of the sampling and testing, and remediation (clean-up), if any is needed, to be performed pursuant to this agreement, that all Settlement materials and equipment shall be removed from the Property.
3. The Owner(s) shall advise the Settlement of any hazardous or potentially hazardous conditions that the Owner(s) is aware of that might reasonably be expected to be affected by the clean-up work to be performed.
4. Upon completion of sampling and testing, the Settlement will provide the results, in writing, to the Owner(s), as well as a letter describing whether the results indicate that a remediation (clean-up) of the Property is necessary.
5. The Settlement expressly does not guarantee that the Property will be remediated (cleaned) because there may not be enough money to remediate (clean) all the Property in the Class Area. Pursuant to the Property Remediation (Clean-Up) Program Order, the Settlement will provide a sampling and testing service to determine if the Property needs to be remediated (cleaned). After all of the sampling and testing is completed and paid for, and after all annoyance and inconvenience payments (described below) are made, the Settlement will remediate (clean-up) the soil in Zone 1A. Thereafter, to the extent funds are available, the Settlement will remediate (clean-up) the houses in Zone 1. Thereafter, to the extent funds are available, the Settlement will remediate (clean-up) the houses in Zone 2. Thereafter, to the extent funds are available, the Settlement will remediate (clean-up) the houses in Zone 3.
6. Clean-Up Annoyance and Inconvenience Payments.

- A. For the House Clean-Up Program in the entire Class Area, as compensation for the annoyance and inconvenience caused by the registration, sampling, testing, and remediation (if necessary and funds are available) process, the Settlement agrees to pay one hundred dollars (\$100) to the Owner or Owners, jointly, at the time this Claim is verified as true and the Property identified herein is verified as eligible. Thereafter, at the time of sampling, testing and clean-up if the Property is tested positive, the Perrine DuPont Settlement agrees to pay four hundred dollars (\$400) to the Owner or Owners, jointly.
- B. For the Soil Clean-Up Program in Zone 1A only, as compensation for the annoyance and inconvenience caused by the registration, sampling, testing,

and remediation (if necessary) process, the Settlement agrees to pay one thousand dollars (\$1,000) to the Owner or Owners, jointly, at the time this Claim is verified as true and the Property identified herein is verified as eligible. Thereafter, at the time of sampling, testing, and clean-up if the Property is tested positive, the Settlement agrees to pay four thousand dollars (\$4,000) to the Owner or Owners, jointly.

7. Optional Non-Zone 1A Soil Sampling. The property remediation program does not include the clean-up of soil outside Zone 1A. However, Owners of a Class Area Property outside Zone 1A can have it sampled, with the estimated sampling expense of \$_____ to be deducted from the above \$500 annoyance and inconvenience payment, by checking the below box (this is optional):

☐ SOIL TESTING OPTION FOR NON-ZONE 1A MEMBERS ONLY. BY CHECKING THIS BOX, I INSTRUCT THE CLAIMS ADMINISTRATOR TO SAMPLE THE PROPERTY SOIL FOR THE TESTED METALS AND TO PROVIDE ME THE CONFIDENTIAL RESULTS WITH MY \$500 INCONVENIENCE AND ANNOYANCE PAYMENT TO BE REDUCED TO \$_____. BUT WITH MY SOIL NOT TO BE CLEANED BY THE SETTLEMENT.

8. By signing this License and completing this Claim Form, the Owner(s) hereby certify, under penalty of prosecution for the felony of perjury, that the Owner(s) identified in this Claim Form are the only person(s) with any legal rights to the Property identified herein, and that no other person(s) have any legal rights to the Property identified herein, and that the house is fit for human occupancy (always applicable outside Zone 1A).
9. If the Owner(s) or their pets require a hotel or vet or pet sitter stay, or similar accommodation during the tested positive Property clean-up, then the Settlement shall pay such reasonable expenses. In order to concentrate the clean-up on needed areas, Owner(s) of tested positive Property will meet with a technician for the Settlement in order for the agent to collect necessary information.
10. For the Zone 1A soil clean-up (if applicable), a safe and practical approach will be used to excavate and replace the soil, using small equipment, such as mini-excavators; and skid steers to limit stress on foundations and buried utility lines. A safe working distance away from foundations and utility lines will be established. All buried utilities lines will be located before excavation commences. Soil removal, if needed, will only affect six inches of soil.

11. House test results will remain confidential. For Zone 1-A Class Members Only!

Do you want your soil test results:

- ☐ Public
- ☐ Confidential (private)

[Check one box only]

If you check the above confidential (private) box, if the soil test results are negative, they will be available to a contiguous land owner who signs a Claims Administrator Confidentiality Agreement. If they are positive, then a contiguous land owner can request them by completing the Confidentiality Agreement, and the Claims Administrator will request permission from the tested Class Member to release them. If the Class Member refuses, then the Court will address the issue at that time.

12. This License and Agreement and Claim Form constitutes the whole of the obligations of the Owner(s) and the Settlement respecting the property clean-up program, and no other agreements, whether oral or written, shall be binding or valid, except as provided herein.

I (we) verify under penalty of perjury that I (we) am (are) the only and the true owners of the above Property.

Signature

Print Name

Date

Owner 1

Owner 2

Owner 3

Owner 4

[Do not complete the below. For Settlement Staff only.]

VERIFICATION REVIEW:

This form is complete, the Class Area Property Owner(s) has (have) been verified, the house (always applicable outside Zone 1A) is fit for human occupancy, and the Property is ready to sample.

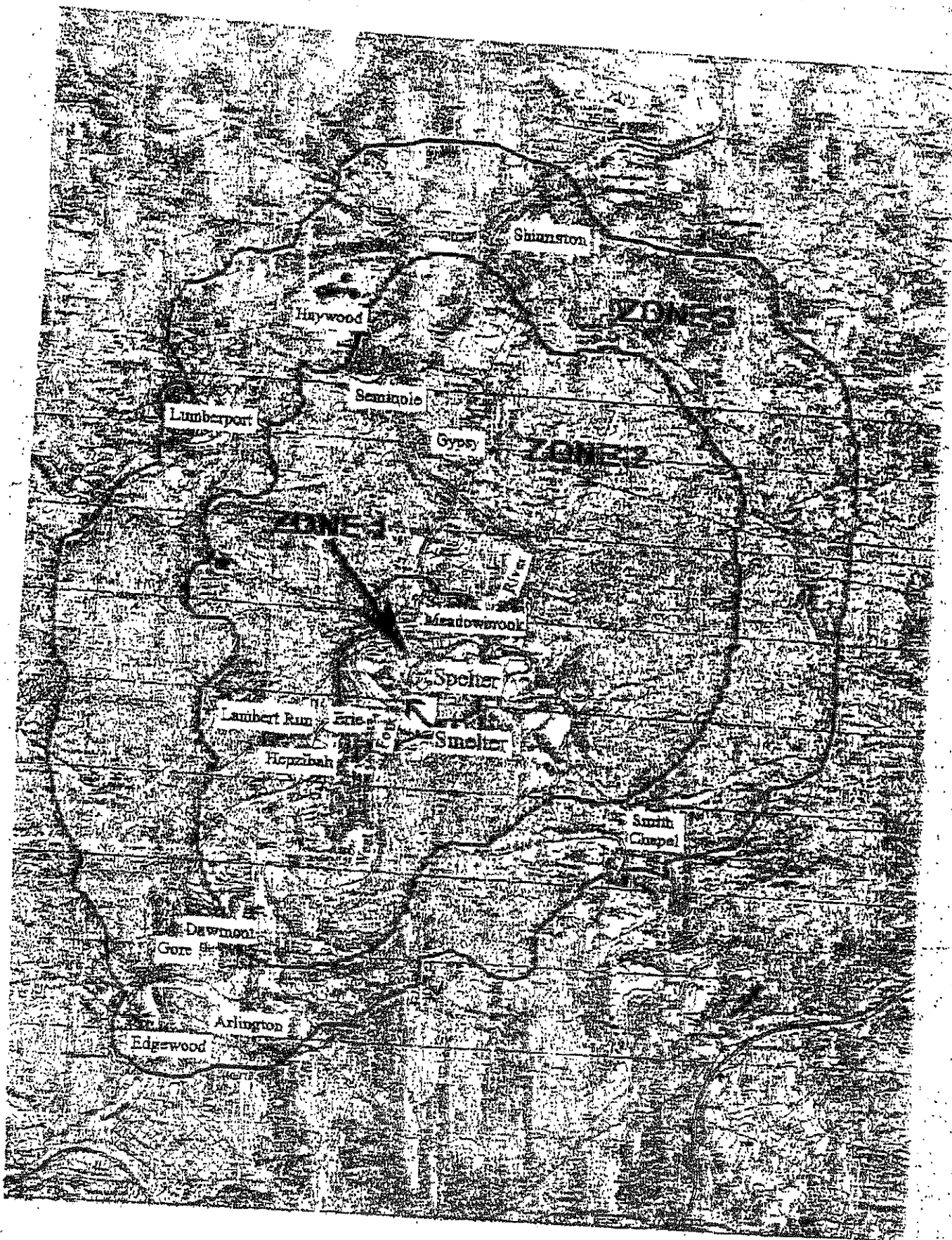
☐ ZONE 1A SOIL

☐ HOUSE IN ZONE _____

Staff Signature


Staff Name

[Class Area Map and Excluded Grasselli Property Map are Attached]





Legend

 Properties Subject to
Grasselli Dead Releases

GENTLE, TURNER & SEXTON

ATTORNEYS AND COUNSELLORS AT LAW
SUITE 100 - 501 RIVERCHASE PARKWAY EAST
HOOVER, ALABAMA 35244

EDGAR C. GENTLE, III
TERRY D. TURNER, JR.*
K. EDWARD SEXTON, II
DIANDRA S. DEBROSSE
KATHERINE A. HARBISON
J. CHRISTOPHER SMITH
PAIGE F. OSBORN
J.J. THOMAS
ROBERT E. HAWTHORNE, III
MICHAEL JACKS**

TELEPHONE (205) 716-3000
TELECOPIER (205) 716-3010

*ALSO ADMITTED IN FLORIDA
**ONLY ADMITTED IN WEST VIRGINIA

TO: Edgar C. Gentle, III, Esq.

FROM: Terry D. Turner, Jr., Esq.

DATE: September 26, 2011

FILE NO.: 4609-1

NUMBER OF PAGES (Including this Cover Page):

COMMENTS:

1. Only numbered the pages on the Balance Sheets and Profit Loss Statements. If you want to continue page numbering on Budgets and Graphs, please let me know.
2. Let me know if the Graphs are what you and the Finance Committee are looking for, and if you have any further changes.

THE INFORMATION CONTAINED IN THIS MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL INDICATED ABOVE TO WHOM SAID MESSAGE IS BEING SENT. ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS TELECOPY BY ANYONE OTHER THAN SAID INDIVIDUAL IS PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US AT THE TELEPHONE NUMBER LISTED BELOW AND RETURN THE ORIGINAL TRANSMISSION TO US IMMEDIATELY.

PLEASE CALL Jennifer AT (205) 716-3000 IF TRANSMISSION TO YOU IS INCOMPLETE.

**PERRINE DUPONT SETTLEMENT
CONSOLIDATED BALANCE SHEET OF THE PERRINE DUPONT PROPERTY
REMEDATION QUALIFIED SETTLEMENT FUND ("REMEDATION FUND") AND
PERRINE DUPONT MEDICAL MONITORING QUALIFIED SETTLEMENT FUND
("MEDICAL MONITORING FUND")**

**At June 30, 2011
(On an Accrual Basis)**

ASSETS**CASH AND INVESTMENTS****A. Remediation Fund**

1. Cash and Cash Equivalents - Remediation Fund Checking - MVB Bank	\$ 249.00
2. Cash and Cash Equivalents - Remediation Fund Government Money Market - MVB Bank	\$ 172,538.00
3. Cash and Cash Equivalents - Remediation Fund Brokerage - Wells Fargo Advisors	\$ 842.00
4. Investment in United States Treasuries - Remediation Fund Brokerage - Wells Fargo Advisors	\$ 35,024,569.00
	<u>\$ 35,198,198.00</u>

B. Medical Monitoring Fund

5. Cash and Cash Equivalents - Medical Monitoring Fund Checking - MVB Bank	\$ 0.00
6. Cash and Cash Equivalents - Medical Monitoring Fund Government Money Market - MVB Bank	\$ 162,137.00
7. Cash and Cash Equivalents - Medical Monitoring Fund Brokerage - Wells Fargo Advisors	\$ 805.00
8. Investment in United States Treasuries - Medical Monitoring Fund Brokerage - Wells Fargo Advisors	\$ 3,075,000.00
	<u>\$ 3,237,942.00</u>
TOTAL CASH AND INVESTMENTS	\$ 38,436,140.00

FIXED ASSETS

Claims Administrator's Automobile (half owned by Remediation Fund and half owned by Medical Monitoring Fund)	\$ 21,543.00
TOTAL ASSETS	<u>\$ 38,457,683.00</u>

Invested in Wells Fargo Bank FDIC-insured money market accounts.

**PERRINE DUPONT SETTLEMENT
CONSOLIDATED BALANCE SHEET OF THE PERRINE DUPONT PROPERTY
REMEDATION QUALIFIED SETTLEMENT FUND ("REMEDATION FUND") AND
PERRINE DUPONT MEDICAL MONITORING QUALIFIED SETTLEMENT FUND
("MEDICAL MONITORING FUND")**

**At June 30, 2011
(On an Accrual Basis)**

LIABILITIES AND FUND BALANCE

Accounts Payable (\$140,365.00 owed by Remediation Fund and \$165,168.00 owed by Medical Monitoring Fund)	\$ 305,533.00
Fund Balance	<u>\$ 38,152,150.00</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$ 38,457,683.00</u>

**PERRINE DUPONT SETTLEMENT
BALANCE SHEET OF THE REMEDIATION FUND
At June 30, 2011
(On an Accrual Basis)**

ASSETS**CASH AND INVESTMENTS**

Cash and Cash Equivalents - Remediation Fund Checking - MVB Bank	\$ 249.00
Cash and Cash Equivalents - Remediation Fund Government Money Market - MVB Bank	\$ 172,538.00
Cash and Cash Equivalents - Remediation Fund Brokerage - Wells Fargo Advisors	\$ 842.00
Investment in United States Treasuries - Remediation Fund Brokerage - Wells Fargo Advisors	<u>\$ 35,024,569.00</u>
TOTAL CASH AND INVESTMENTS	\$ 35,198,198.00

FIXED ASSETS

Claims Administrator Automobile (half ownership)	<u>\$ 10,771.00</u>
TOTAL ASSETS	<u>\$ 35,208,969.00</u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$ 140,365.00
Fund Balance	<u>\$ 35,068,604.00</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$ 35,208,969.00</u>

Invested in Wells Fargo Bank FDIC-insured money market account.

**PERRINE DUPONT SETTLEMENT
BALANCE SHEET OF THE MEDICAL MONITORING FUND
At June 30, 2011
(On an Accrual Basis)**

ASSETS**CASH AND INVESTMENTS**

Cash and Cash Equivalents - Medical Monitoring Fund Checking - MVB Bank	\$ 0.00
Cash and Cash Equivalents - Medical Monitoring Fund Government Money Market - MVB Bank	\$ 162,137.00
Cash and Cash Equivalents - Medical Monitoring Fund Brokerage - Wells Fargo Advisors *	\$ 805.00
Investment in United States Treasuries - Medical Monitoring Fund Brokerage - Wells Fargo Advisors	<u>\$ 3,075,000.00</u>
TOTAL CASH AND INVESTMENTS	\$ 3,237,942.00

FIXED ASSETS

Claims Administrator Automobile (half ownership)	<u>\$ 10,772.00</u>
TOTAL ASSETS	<u>\$ 3,248,714.00</u>

LIABILITIES AND FUND BALANCE

Accounts Payable	\$ 165,168.00
Fund Balance	<u>\$ 3,083,546.00</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$ 3,248,714.00</u>

* Invested in Wells Fargo Bank FDIC-insured money market account.

**PERRINE DUPONT SETTLEMENT
CONSOLIDATED SCHEDULE OF RECEIPTS COLLECTED,
EXPENSES PAID AND CHANGES IN FUND BALANCE OF THE REMEDIATION FUND
AND MEDICAL MONITORING FUND**

April 1, 2011 - June 30, 2011

(On an Accrual Basis)

(Expenses Split Equally By The Two Funds Unless Otherwise Noted)

RECEIPTS:

		<u>Annualized Rate of Return (%)</u>
Interest Income - Remediation Fund Money Market - MVB Bank	\$ 473.00	0.99%
Investment Income - Remediation Fund Brokerage - Wells Fargo Advisors	\$ 3,545.00	0.08%
Interest Income - Medical Monitoring Fund Money Market - MVB Bank	\$ 438.00	0.99%
Investment Income - Medical Monitoring Fund Brokerage - Wells Fargo Advisors	\$ 261.00	0.08%
Miscellaneous Receipts ¹	<u>\$ 104.00</u>	<u>N/A</u>
TOTAL RECEIPTS	<u><u>\$ 4,821.00</u></u>	<u><u>0.05%</u></u>

DISBURSEMENTS:

April through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1)	\$ 72,740.00
April through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3)	\$ 135,966.00
April through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4)	\$ 18,250.00
April through June Claims Administrator Legal Fees (Medical Monitoring Registered Class Member Checks, File 4609-5) and charged to Medical Monitoring Fund	\$ 12,765.00
April through June Claims Administrator Legal Fees (Medical Monitoring Provisioning Development, File 4609-6) and charged to Medical Monitoring Fund	\$ 26,315.00

¹ This amount represents the reimbursement of expenses previously paid that pertain to another settlement fund.

**PERRINE DUPONT SETTLEMENT
CONSOLIDATED SCHEDULE OF RECEIPTS COLLECTED,
EXPENSES PAID AND CHANGES IN FUND BALANCE OF THE REMEDIATION FUND
AND MEDICAL MONITORING FUND**

April 1, 2011 - June 30, 2011

(On an Accrual Basis)

(Expenses Split Equally By The Two Funds Unless Otherwise Noted)

April through June Claims Administrator Legal Fees (Property Program Preparation, File 4609-7) and charged to Remediation Fund	\$	47,885.00
Claimant Registration Payments (Charged to Medical Monitoring Fund)	\$	556,000.00
Web Hosting	\$	15.00
Office Rent	\$	1,500.00
Town Hall and Claimants' Advisory Meeting	\$	2,034.00
Photocopies	\$	8,944.00
Telecopies	\$	492.00
Postage	\$	2,662.00
Federal Express	\$	320.00
Office Supplies	\$	1,608.00
Office Insurance	\$	252.00
Telephone Service	\$	2,874.00
Westlaw Legal Research	\$	176.00
Claims Administrator Residence Rent	\$	1,800.00
Utilities for Claims Administrator Residence	\$	280.00
Airfare	\$	8,670.00
Mileage	\$	1,084.00
Airport Vehicle Storage	\$	1,388.00
Office Equipment ²	\$	3,628.00
Property Clean Up Technical Advisor (Charged to Remediation Fund)	\$	17,499.00

² This amount consists of the following: (i) \$1,373 for Claims Administrator residence furniture; (ii) \$558 for a GPS device for Claims Administrator vehicle; (iii) \$1,585 for alarm system for Claims Office; and (iv) \$112 for security camera signs.

**PERRINE DUPONT SETTLEMENT
CONSOLIDATED SCHEDULE OF RECEIPTS COLLECTED,
EXPENSES PAID AND CHANGES IN FUND BALANCE OF THE REMEDIATION FUND
AND MEDICAL MONITORING FUND**

April 1, 2011 - June 30, 2011

(On an Accrual Basis)

(Expenses Split Equally By The Two Funds Unless Otherwise Noted)

Brokerage Fees	\$ 30.00
Claimant File Shelves	\$ 1,432.00
Guardian Ad Litem Fees (Charged to Medical Monitoring Fund)	\$ 34,063.00
Finance Committee Fees	\$ 26,176.00
Property Questionnaire Mail-Out (Charged to Remediation Fund)	\$ 8,000.00
FASB 5 Contingency Reserve ³ (Charged to Remediation Fund)	\$ 5,699.00
TOTAL DISBURSEMENTS	\$ 1,000,547.00

TOTAL RECEIPTS OVER (UNDER) TOTAL DISBURSEMENTS OF THE REMEDIATION FUND AND MEDICAL MONITORING FUND	\$ (995,726.00)
--	------------------------

FUND BALANCE:

BEGINNING OF PERIOD	\$ 39,147,876.00
ADD: TOTAL RECEIPTS OVER (UNDER) TOTAL EXPENSES OF THE REMEDIATION FUND AND MEDICAL MONITORING FUND	\$ (995,726.00)
END OF PERIOD BALANCE OF THE REMEDIATION FUND AND MEDICAL MONITORING FUND	\$ 38,152,150.00

³ This amount consists of: (i) \$2,389 in Property Questionnaire Mail-Out costs which exceeded the budgeted amount and (ii) \$3,510 in Property Program Fairness Hearing expenses.

**PERRINE DUPONT SETTLEMENT
SCHEDULE OF RECEIPTS COLLECTED,
EXPENSES PAID AND CHANGES IN FUND BALANCE OF THE REMEDIATION FUND
April 1, 2011 - June 30, 2011
(On an Accrual Basis)**

RECEIPTS:

		Annualized Rate of Return (%)
Interest Income - Remediation Fund Money Market - MVB Bank	\$ 473.00	0.99%
Investment Income - Remediation Fund Brokerage - Wells Fargo Advisors	\$ 3,545.00	0.08%
Miscellaneous Receipt	\$ 52.00	N/A
TOTAL RECEIPTS	\$ 4,070.00	0.05%

DISBURSEMENTS:

April through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1)	\$ 36,370.00
April through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3)	\$ 67,983.00
April through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4)	\$ 9,125.00
April through June Claims Administrator Legal Fees (Property Program Preparation, File 4609-7)	\$ 47,885.00
Web Hosting	\$ 8.00
Office Rent	\$ 750.00
Town Hall and Claimants' Advisory Meeting	\$ 1,017.00
Photocopies	\$ 4,472.00
Telecopies	\$ 246.00
Postage	\$ 1,331.00
Federal Express	\$ 160.00
Office Supplies	\$ 804.00
Telephone Service	\$ 1,437.00

This amount represents the reimbursement of expenses previously paid that pertain to another settlement fund.

**PERRINE DUPONT SETTLEMENT
SCHEDULE OF RECEIPTS COLLECTED,
EXPENSES PAID AND CHANGES IN FUND BALANCE OF THE REMEDIATION FUND
April 1, 2011 - June 30, 2011
(On an Accrual Basis)**

Westlaw Legal Research	\$	88.00
Claims Administrator Residence Rent	\$	900.00
Utilities for Claims Administrator Residence	\$	140.00
Airfare	\$	4,335.00
Mileage	\$	542.00
Airport Vehicle Storage	\$	694.00
Office Equipment	\$	1,814.00
Office Insurance	\$	126.00
Property Clean Up Technical Advisor	\$	17,499.00
Brokerage Fees	\$	20.00
Property Questionnaire Mail-Out	\$	8,000.00
Claimant File Shelves	\$	716.00
Finance Committee Fees	\$	13,088.00
FASB 5 Contingency Reserve ²	\$	5,699.00
TOTAL DISBURSEMENTS	\$	<u>225,249.00</u>

TOTAL RECEIPTS OVER (UNDER) TOTAL DISBURSEMENTS OF THE REMEDIATION FUND	\$	<u>(221,179.00)</u>
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FUND BALANCE:

BEGINNING OF PERIOD	\$	<u>35,289,783.00</u>
ADD: TOTAL RECEIPTS OVER (UNDER) TOTAL EXPENSES OF THE REMEDIATION FUND	\$	<u>(221,179.00)</u>
END OF PERIOD BALANCE OF THE REMEDIATION FUND	\$	<u>35,068,604.00</u>

² This amount consists of: (i) \$2,389 in Property Questionnaire Mail-Out costs which exceeded the budgeted amount and (ii) \$3,310 in Property Program Fairness Hearing expenses.

**PERRINE DUPONT SETTLEMENT
SCHEDULE OF RECEIPTS COLLECTED,
EXPENSES PAID AND CHANGES IN FUND BALANCE OF THE
MEDICAL MONITORING FUND**

April 1, 2011 - June 30, 2011

(On an Accrual Basis)

RECEIPTS:

		<u>Annualized Rate of Return (%)</u>
Interest Income - Medical Monitoring Fund Money Market - MVB Bank	\$ 438.00	0.99%
Investment Income - Medical Monitoring Fund Brokerage - Wells Fargo Advisors	\$ 261.00	0.08%
Miscellaneous Receipt ¹	\$ 52.00	N/A
TOTAL RECEIPTS	<u><u>\$ 751.00</u></u>	<u><u>0.08%</u></u>

DISBURSEMENTS:

April through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1)	\$ 36,370.00
April through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3)	\$ 67,983.00
April through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4)	\$ 9,125.00
April through June Claims Administrator Legal Fees (Medical Monitoring Registered Class Member Checks, File 4609-5)	\$ 12,765.00
Legal Fees (Medical Monitoring Provisioning Development, File 4609-6)	\$ 26,315.00
Claimant Registration Payments	\$ 556,000.00
Web Hosting	\$ 7.00
Office Rent	\$ 750.00
Town Hall and Claimants' Advisory Meeting	\$ 1,017.00
Photocopies	\$ 4,472.00
Telecopies	\$ 246.00
Postage	\$ 1,331.00

¹ This amount represents the reimbursement of expenses previously paid that pertain to another settlement fund.

**PERRINE DUPONT SETTLEMENT
SCHEDULE OF RECEIPTS COLLECTED,
EXPENSES PAID AND CHANGES IN FUND BALANCE OF THE
MEDICAL MONITORING FUND
April 1, 2011 - June 30, 2011
(On an Accrual Basis)**

Federal Express	\$	160.00
Office Supplies	\$	804.00
Office Insurance	\$	126.00
Telephone Service	\$	1,437.00
Westlaw Legal Research	\$	88.00
Claims Administrator Residence Rent	\$	900.00
Utilities for Claims Administrator Residence	\$	140.00
Airfare	\$	4,335.00
Mileage	\$	542.00
Airport Vehicle Storage	\$	694.00
Office Equipment	\$	1,814.00
Brokerage Fees	\$	10.00
Claimant File Shelves	\$	716.00
Finance Committee Fees	\$	13,088.00
Guardian Ad Litem Fees	\$	34,063.00
TOTAL DISBURSEMENTS	\$	<u>775,298.00</u>

TOTAL RECEIPTS OVER (UNDER) TOTAL DISBURSEMENTS OF THE MEDICAL MONITORING FUND	\$	<u>(774,547.00)</u>
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FUND BALANCE:

BEGINNING OF PERIOD	\$	<u>3,858,093.00</u>
ADD: TOTAL RECEIPTS OVER (UNDER) TOTAL EXPENSES OF THE MEDICAL MONITORING FUND	\$	<u>(774,547.00)</u>
END OF PERIOD BALANCE OF THE MEDICAL MONITORING FUND	\$	<u>3,083,546.00</u>

PERRINE DUPONT REMEDIATION FUND AND MEDICAL MONITORING FUND (CONSOLIDATED)
ADMINISTRATIVE BUDGET TO-ACTUAL COMPARISON
FOR THE SECOND QUARTER OF 2011

<u>EXPENSE</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>OVER/(UNDER) BUDGET</u>
April through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1) Split Equally by the Two Funds	\$ 72,740.00	\$ 96,000.00	\$ (23,260.00)
April through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3) Split Equally by the Two Funds	\$ 135,966.00	\$ 36,000.00	\$ 99,966.00
April through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4) Split Equally by the Two Funds	\$ 18,250.00	\$ 18,000.00	\$ 250.00
April through June Claims Administrator Legal Fees (Medical Monitoring Registered Class Member Checks, File 4609-5)	\$ 12,765.00	\$ 15,000.00	\$ (2,235.00)
April through June Claims Administrator Legal Fees (Medical Monitoring Provisioning Development, File 4609-6) and Charged to Medical Monitoring Fund	\$ 26,315.00	\$ 57,000.00	\$ (30,685.00)
April through June Claims Administrator Legal Fees (Property Program Preparation, File 4609-7) and Charged to the Remediation Fund	\$ 47,885.00	\$ 35,880.00	\$ 12,005.00
May and June Medical Monitoring Third Party Claims Administrator Fees	\$ 8,000.00	\$ 50,000.00	\$ (50,000.00)
Property Questionnaire Mail-Out	\$ 15.00	\$ 10,000.00	\$ (2,000.00)
Web Hosting	\$ 15.00	\$ 150.00	\$ (135.00)
Office Rent	\$ 1,500.00	\$ 1,500.00	\$ -
Office Insurance	\$ 252.00	\$ 300.00	\$ (48.00)
Office Cleaning	\$ -	\$ 74.00	\$ (74.00)
Town Hall and Claimants' Advisory Meeting	\$ 2,034.00	\$ -	\$ 2,034.00
Photocopies	\$ 8,944.00	\$ 7,500.00	\$ 1,444.00
Telecopies	\$ 492.00	\$ 1,500.00	\$ (1,008.00)
Postage	\$ 2,662.00	\$ 1,500.00	\$ 1,162.00
Federal Express	\$ 320.00	\$ 750.00	\$ (430.00)
Office Supplies	\$ 1,608.00	\$ 750.00	\$ 858.00
Telephone Service	\$ 2,874.00	\$ 7,500.00	\$ (4,626.00)
Westlaw Legal Research	\$ 176.00	\$ 450.00	\$ (274.00)
Vehicle Insurance	\$ -	\$ 150.00	\$ (150.00)

PERRINE DUPONT REMEDIATION FUND AND MEDICAL MONITORING FUND (CONSOLIDATED)
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE SECOND QUARTER OF 2011

	<u>EXPENSE</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>OVER/(UNDER) BUDGET</u>
Claims Administrator Residence Rent		\$ 1,800.00	\$ 2,250.00	\$ (450.00)
Utilities for Claims Administrator Residence		\$ 280.00	\$ 300.00	\$ (20.00)
Airfare		\$ 8,670.00	\$ 3,600.00	\$ 5,070.00
Mileage		\$ 1,084.00	\$ 1,950.00	\$ (866.00)
Airport Vehicle Storage		\$ 1,388.00	\$ 1,092.00	\$ 296.00
Office Equipment ¹		\$ 3,628.00	\$ -	\$ 3,628.00
Brokerage Fees		\$ 30.00	\$ -	\$ 30.00
Claimant File Shelves and Supplies		\$ 1,432.00	\$ -	\$ 1,432.00
Claimant File Storage Monthly Rent		\$ -	\$ 900.00	\$ (900.00)
Finance Committee Fees		\$ 26,176.00	\$ 30,000.00	\$ (3,824.00)
Guardian Ad Litem Fees		\$ 34,063.00	\$ 20,000.00	\$ 14,063.00
Property Clean Up Technical Advisor		\$ 17,499.00	\$ 75,000.00	\$ (57,501.00)
FASB 5 Contingency Reserve		\$ 5,699.00	\$ 23,760.00	\$ (18,061.00)
TOTALS		\$ 444,547.00	\$ 498,856.00	\$ (54,309.00)

For the Second Quarter of 2011, on a Consolidated basis, the expenditures of the Settlement Funds were \$444,547, compared to a budget of \$498,856, and were therefore \$54,309 under the budget, or 10.89% under budget.

¹ This amount consists of the following: (i) \$1,373 for Claims Administrator residence furniture; (iii) \$558 for GPS device for Claims Administrator vehicle; (iii) \$1,585 for alarm system for Claims Office; and (iv) \$112 for security camera signs.

PERRINE DUPONT REMEDIATION FUND AND MEDICAL MONITORING FUND (CONSOLIDATED)
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE FIRST AND SECOND QUARTERS OF 2011

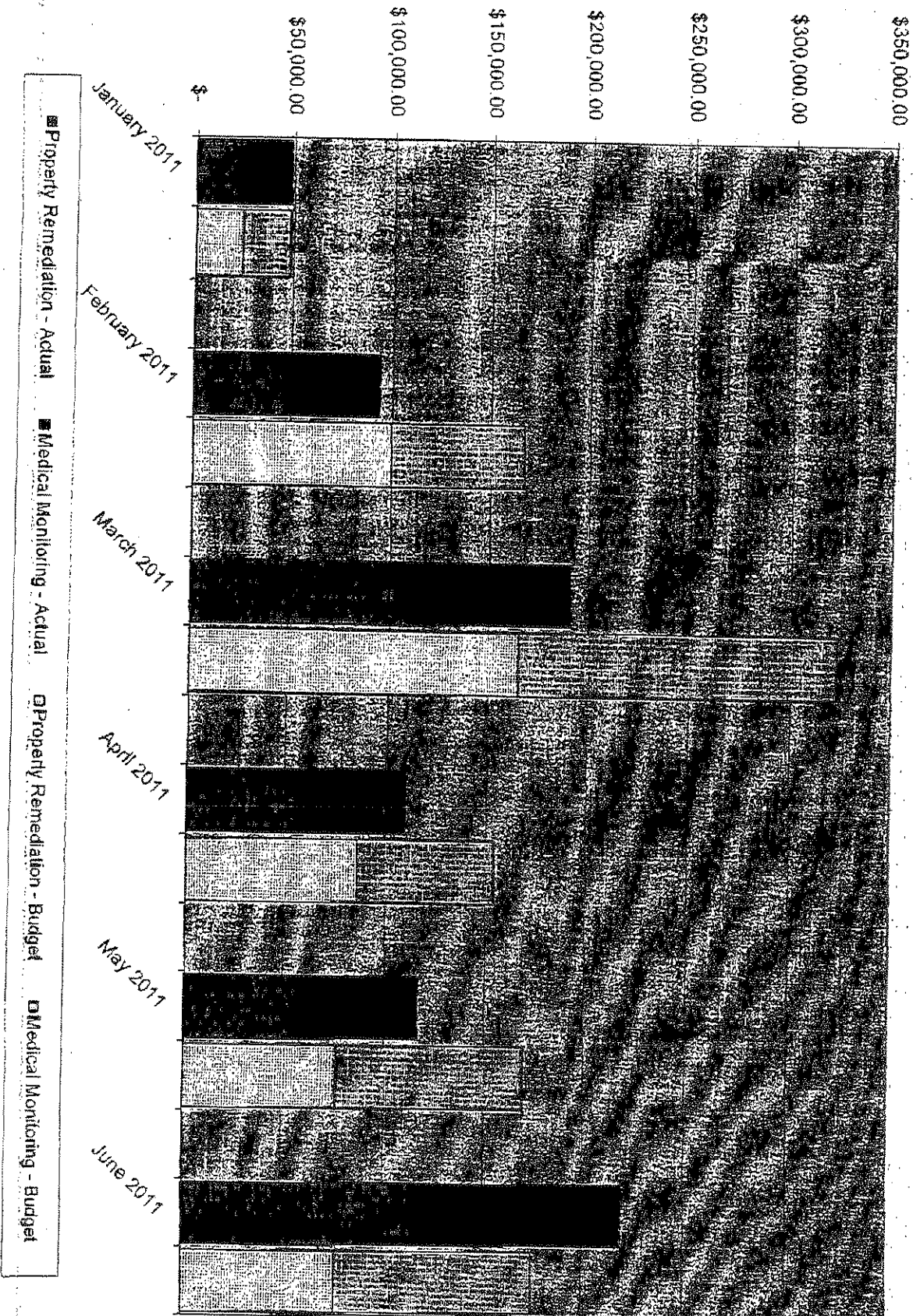
	<u>EXPENSE</u>		
	<u>JANUARY - JUNE</u> <u>2011 ACTUAL</u>	<u>JANUARY - JUNE</u> <u>2011 BUDGET</u>	<u>JANUARY - JUNE 2011</u> <u>OVER/(UNDER) BUDGET</u>
January through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1) Split Equally by the Two Funds	\$168,740.00	\$192,000.00	(23,260.00)
March Claims Administrator Legal Fees (Town Meeting Staffing, File 4609-2) Split Equally by the Two Funds	\$60,000.00	\$60,000.00	
January through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3) Split Equally by the Two Funds	\$154,396.00	\$58,500.00	95,896.00
January through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4) Split Equally by the Two Funds	\$36,250.00	\$36,000.00	250.00
April through June Claims Administrator Legal Fees (Medical Monitoring Registered Class Member Checks, File 4609-5)	\$12,765.00	\$20,000.00	(7,235.00)
February through June Claims Administrator Legal Fees (Medical Monitoring Provisioning Development, File 4609-6) and Charged to Medical Monitoring Fund	\$38,069.00	\$76,000.00	(37,931.00)
April through June Claims Administrator Legal Fees (Property Program Preparation, File 4609-7) and Charged to the Remediation Fund	\$65,360.00	\$59,800.00	5,560.00
Class Town Meeting Notice	\$11,608.00	\$12,000.00	(392.00)
May and June Medical Monitoring Third Party Claims Administrator Fees	\$0.00	\$50,000.00	(50,000.00)
Property Questionnaire Mail-Out	\$8,000.00	\$10,000.00	(2,000.00)
Web Hosting	\$19.00	\$250.00	(231.00)
Office Rent	\$2,500.00	\$2,500.00	
Office Insurance	\$252.00	\$500.00	(248.00)
Office Cleaning	\$0.00	\$125.00	(125.00)
Town Hall and Claimants' Advisory Meeting	\$8,000.00	\$7,000.00	1,000.00
Photocopies	\$15,180.00	\$12,500.00	2,680.00
Telecopies	\$1,322.00	\$2,500.00	(1,178.00)
Postage	\$2,967.00	\$2,500.00	467.00

PERRINE DUPONT REMEDIATION FUND AND MEDICAL MONITORING FUND (CONSOLIDATED)
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE FIRST AND SECOND QUARTERS OF 2011

<u>EXPENSE</u>	<u>JANUARY - JUNE</u>	<u>JANUARY - JUNE</u>	<u>JANUARY - JUNE 2011</u>
	<u>2011 ACTUAL</u>	<u>2011 BUDGET</u>	<u>OVER/(UNDER) BUDGET</u>
Federal Express	\$1,360.00	\$1,250.00	\$110.00
Office Supplies	\$5,985.00	\$1,500.00	4,485.00
Telephone Service	\$4,482.00	\$11,500.00	(7,018.00)
Westlaw Legal Research	\$1,516.00	\$750.00	766.00
Rental Car	\$3,086.00	\$1,655.00	1,431.00
Claims Administrator Office Vehicle and 1 Year Warranty	\$21,543.00	\$25,000.00	(3,457.00)
Vehicle Insurance	\$1,925.00	\$250.00	1,675.00
Printing Costs for Medical Monitoring Registration Forms and Transmittal Letter	\$2,902.00	\$3,000.00	(98.00)
Motel Bill	\$1,538.00	\$600.00	938.00
Claims Administrator Residence Rent	\$3,600.00	\$3,750.00	(150.00)
Utilities for Claims Administrator Residence	\$494.00	\$500.00	(6.00)
Airfare	\$14,196.00	\$5,000.00	8,196.00
Mileage	\$2,161.00	\$3,900.00	(1,739.00)
Airport Vehicle Storage	\$1,936.00	\$1,800.00	136.00
Office Equipment	\$12,890.00	\$15,000.00	(2,110.00)
Brokerage Fees	\$75.00	\$0.00	75.00
Claimant File Shelves and Supplies	\$1,431.00	\$5,000.00	(3,569.00)
Claimant File Storage Monthly Rent	\$0.00	\$1,500.00	(1,500.00)
Finance Committee Fees	\$26,176.00	\$100,000.00	(73,824.00)
Guardian Ad Litem Fees	\$37,875.00	\$55,000.00	(17,125.00)
Property Clean Up Technical Advisor	\$40,477.00	\$150,000.00	(109,523.00)
FASB 5 Contingency Reserve	\$5,895.00	\$47,090.00	(41,195.00)
TOTALS	\$ 776,971.00	\$ 1,037,220.00	(260,249.00)

For the first through Second Quarters of 2011, on a Consolidated basis, the expenditures of the Settlement Funds were \$776,971, compared to a budget of \$1,037,220, and were therefore \$260,249 under the budget, or 25.09% under budget.

Perrine DuPont Remediation Fund and Medical Monitoring Fund (Consolidated)
Administrative Budget-to-Actual Comparison
For the First and Second Quarters of 2011



**PERRINE DUPONT REMEDIATION FUND
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE FIRST AND SECOND QUARTERS OF 2011**

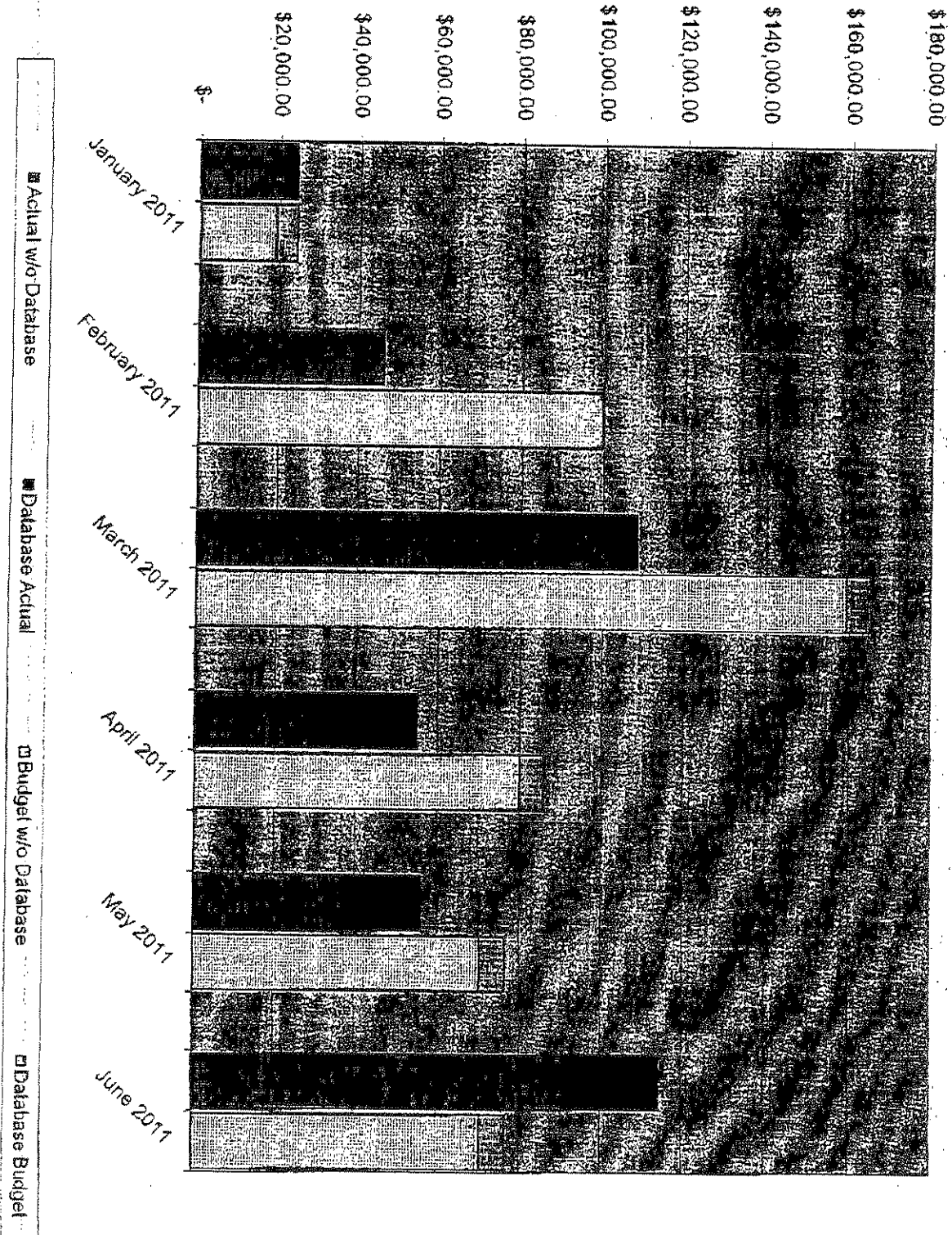
	<u>JANUARY - JUNE 2011 ACTUAL</u>	<u>JANUARY - JUNE 2011 BUDGET</u>	<u>JANUARY - JUNE 2011 OVER/(UNDER) BUDGET</u>
EXPENSE			
January through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1) Split Equally by the Two Funds	\$84,370.00	\$96,000.00	(11,630.00)
March Claims Administrator Legal Fees (Town Meeting Staffing, File 4609-2) Split Equally by the Two Funds	\$30,000.00	\$30,000.00	-
January through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3) Split Equally by the Two Funds	\$77,198.00	\$29,250.00	47,948.00
January through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4) Split Equally by the Two Funds	\$18,125.00	\$18,000.00	125.00
February through June Claims Administrator Legal Fees (Property Program Preparation, File 4609-7)	\$65,360.00	\$59,800.00	5,560.00
Class Town Meeting Notice	\$5,804.00	\$6,000.00	(196.00)
Property Questionnaire Mail-Out	\$8,000.00	\$10,000.00	(2,000.00)
Web Hosting	\$10.00	\$125.00	(115.00)
Office Rent	\$1,250.00	\$1,250.00	-
Office Insurance	\$126.00	\$250.00	(124.00)
Office Cleaning	\$0.00	\$62.00	(62.00)
Town Hall and Claimants' Advisory Meeting	\$4,000.00	\$3,500.00	500.00
Photocopies	\$7,590.00	\$6,250.00	1,340.00
Telecopies	\$661.00	\$1,250.00	(589.00)
Postage	\$1,484.00	\$1,250.00	234.00
Federal Express	\$680.00	\$625.00	55.00
Office Supplies	\$2,993.00	\$750.00	2,243.00
Telephone Service	\$2,241.00	\$5,750.00	(3,509.00)
Westlaw Legal Research	\$758.00	\$375.00	383.00

**PERRINE DUPONT REMEDIATION FUND
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE FIRST AND SECOND QUARTERS OF 2011**

EXPENSE	JANUARY - JUNE 2011 ACTUAL	JANUARY - JUNE 2011 BUDGET	JANUARY - JUNE 2011 OVER/(UNDER) BUDGET
Rental Car	\$1,543.00	\$827.00	716.00
Claims Administrator Office Vehicle and 1 Year Warranty	\$10,771.00	\$12,500.00	(1,729.00)
Vehicle Insurance	\$962.00	\$125.00	837.00
Printing Costs for Medical Monitoring Registration Forms and Transmittal Letter			
Motel Bill	\$1,451.00	\$1,500.00	(49.00)
Claims Administrator Residence Rent	\$769.00	\$300.00	469.00
Utilities for Claims Administrator Residence	\$1,800.00	\$1,875.00	(75.00)
Airfare	\$247.00	\$250.00	(3.00)
Mileage	\$7,098.00	\$3,000.00	4,098.00
Airport Vehicle Storage	\$1,080.00	\$1,950.00	(870.00)
Office Equipment	\$968.00	\$900.00	68.00
Claimant File Shelves and Supplies	\$6,445.00	\$7,500.00	(1,055.00)
Claimant File Storage Monthly Rent	\$715.00	\$2,500.00	(1,785.00)
Finance Committee Fees	\$0.00	\$750.00	(750.00)
Property Clean Up Technical Advisor Brokerage Fees	\$13,088.00	\$50,000.00	(36,912.00)
FASB 5 Contingency Reserve	\$40,477.00	\$150,000.00	(109,523.00)
	\$50.00	\$0.00	50.00
	\$5,797.00	\$23,545.00	(17,748.00)
TOTALS	\$ 403,911.00	\$ 528,009.00	(124,098.00)

For the First and Second Quarters of 2011 the expenditures of the Remediation Fund were \$403,911, compared to a budget of \$528,009, and were therefore \$124,098 under the budget, or 23.50% under budget.

Perrine DuPont Remediation Fund
Administrative Budget-to-Actual Comparison
For the First and Second Quarters of 2011



**PERRINE DUPONT REMEDIATION FUND
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE SECOND QUARTER OF 2011**

<u>EXPENSE</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>OVER/(UNDER) BUDGET</u>
April through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1) Split Equally by the Two Funds	\$ 36,370.00	\$ 48,000.00	\$ (11,630.00)
April through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3) Split Equally by the Two Funds	\$ 67,983.00	\$ 18,000.00	\$ 49,983.00
April through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4) Split Equally by the Two Funds	\$ 9,125.00	\$ 9,000.00	\$ 125.00
April through June Claims Administrator Legal Fees (Property Program Preparation, File 4609-7)	\$ 47,885.00	\$ 35,880.00	\$ 12,005.00
Property Questionnaire Mail-Out	\$ 8,000.00	\$ 10,000.00	\$ (2,000.00)
Web Hosting	\$ 8.00	\$ 75.00	\$ (67.00)
Office Rent	\$ 750.00	\$ 750.00	\$ -
Office Insurance	\$ 126.00	\$ 150.00	\$ (24.00)
Office Cleaning	\$ -	\$ 37.00	\$ (37.00)
Town Hall and Claimants' Advisory Meeting	\$ 1,017.00	\$ -	\$ 1,017.00
Photocopies	\$ 4,472.00	\$ 3,750.00	\$ 722.00
Telecopies	\$ 246.00	\$ 750.00	\$ (504.00)
Postage	\$ 1,331.00	\$ 750.00	\$ 581.00
Federal Express	\$ 160.00	\$ 375.00	\$ (215.00)
Office Supplies	\$ 804.00	\$ 375.00	\$ 429.00
Telephone Service	\$ 1,437.00	\$ 3,750.00	\$ (2,313.00)
Westlaw Legal Research	\$ 88.00	\$ 225.00	\$ (137.00)
Vehicle Insurance	\$ -	\$ 75.00	\$ (75.00)
Claims Administrator Residence Rent	\$ 900.00	\$ 1,125.00	\$ (225.00)
Utilities for Claims Administrator Residence	\$ 140.00	\$ 150.00	\$ (10.00)
Airfare	\$ 4,335.00	\$ 1,800.00	\$ 2,535.00

**PERRINE DUPONT REMEDIATION FUND
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE SECOND QUARTER OF 2011**

<u>EXPENSE</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>OVER/(UNDER) BUDGET</u>
Mileage	\$ 542.00	\$ 975.00	\$ (433.00)
Airport Vehicle Storage	\$ 694.00	\$ 546.00	\$ 148.00
Office Equipment	\$ 1,814.00	\$ -	\$ 1,814.00
Claimant File Shelves and Supplies	\$ 716.00	\$ -	\$ 716.00
Claimant File Storage Monthly Rent	\$ -	\$ 450.00	\$ (450.00)
Finance Committee Fees	\$ 13,088.00	\$ 15,000.00	\$ (1,912.00)
Property Clean Up Technical Advisor	\$ 17,499.00	\$ 75,000.00	\$ (57,501.00)
Brokerage Fees	\$ 20.00	\$ -	\$ 20.00
FASB 5 Contingency Reserve	\$ 5,699.00	\$ 11,880.00	\$ (6,181.00)
TOTALS	\$ 225,249.00	\$ 238,868.00	\$ (13,619.00)

For the Second Quarter of 2011 the expenditures of the Remediation Fund were \$225,249, compared to a budget of \$238,868, and were therefore \$13,619 under the budget, or 5.7% under budget.

**PERRINE DUPONT MEDICAL MONITORING FUND
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE SECOND QUARTER OF 2011**

<u>EXPENSE</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>OVER/(UNDER) BUDGET</u>
April through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1) Split Equally by the Two Funds	\$ 36,370.00	\$ 48,000.00	\$ (11,630.00)
April through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3) Split Equally by the Two Funds	\$ 67,983.00	\$ 18,000.00	\$ 49,983.00
April through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4) Split Equally by the Two Funds	\$ 9,125.00	\$ 9,000.00	\$ 125.00
April through June Claims Administrator Legal Fees (Medical Monitoring Registered Class Member Checks, File 4609-5)	\$ 12,765.00	\$ 15,000.00	\$ (2,235.00)
April through June Claims Administrator Legal Fees (Medical Monitoring Provisioning Development, File 4609-6)	\$ 26,315.00	\$ 57,000.00	\$ (30,685.00)
May and June Medical Monitoring Third Party Claims Administrator Fees	\$ -	\$ 50,000.00	\$ (50,000.00)
Web Hosting	\$ 7.00	\$ 75.00	\$ (68.00)
Office Rent	\$ 750.00	\$ 750.00	\$ -
Office Insurance	\$ 126.00	\$ 150.00	\$ (24.00)
Office Cleaning	\$ -	\$ 37.00	\$ (37.00)
Town Hall and Claimants' Advisory Meeting	\$ 1,017.00	\$ -	\$ 1,017.00
Photocopies	\$ 4,472.00	\$ 3,750.00	\$ 722.00
Telecopies	\$ 246.00	\$ 750.00	\$ (504.00)
Postage	\$ 1,331.00	\$ 750.00	\$ 581.00
Federal Express	\$ 160.00	\$ 375.00	\$ (215.00)
Office Supplies	\$ 804.00	\$ 375.00	\$ 429.00
Telephone Service	\$ 1,437.00	\$ 3,750.00	\$ (2,313.00)
Westlaw Legal Research	\$ 88.00	\$ 225.00	\$ (137.00)
Vehicle Insurance	\$ -	\$ 75.00	\$ (75.00)
Claims Administrator Residence Rent	\$ 900.00	\$ 1,125.00	\$ (225.00)

**PERRINE DUPONT MEDICAL MONITORING FUND
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE SECOND QUARTER OF 2011**

	<u>EXPENSE</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>OVER/(UNDER) BUDGET</u>
Utilities for Claims Administrator Residence		\$ 140.00	\$ 150.00	\$ (10.00)
Airfare		\$ 4,335.00	\$ 1,800.00	\$ 2,535.00
Mileage		\$ 542.00	\$ 975.00	\$ (433.00)
Airport Vehicle Storage		\$ 694.00	\$ 546.00	\$ 148.00
Office Equipment		\$ 1,814.00	\$ -	\$ 1,814.00
Brokerage Fees		\$ 10.00	\$ -	\$ 10.00
Claimant File Shelves and Supplies		\$ 716.00	\$ -	\$ 716.00
Claimant File Storage Monthly Rent		\$ -	\$ 450.00	\$ (450.00)
Finance Committee Fees		\$ 13,088.00	\$ 15,000.00	\$ (1,912.00)
Guardian Ad Litem Fees		\$ 34,063.00	\$ 20,000.00	\$ 14,063.00
FASB 5 Contingency Reserve		\$ -	\$ 11,880.00	\$ (11,880.00)
TOTALS		\$ 219,298.00	\$ 259,988.00	\$ (40,690.00)

For the Second Quarter of 2011, the expenditures of the Medical Monitoring Fund were \$219,298, compared to a budget of \$259,988, and were therefore \$40,690 under the budget, or 15.65% under budget.

**PERRINE DUPONT MEDICAL MONITORING FUND
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE FIRST AND SECOND QUARTERS OF 2011**

<u>EXPENSE</u>	<u>JANUARY - JUNE 2011 ACTUAL</u>	<u>JANUARY - JUNE 2011 BUDGET</u>	<u>JANUARY - JUNE 2011 OVER/(UNDER) BUDGET</u>
January through June Claims Administrator Legal Fees (Claims Office and General Case Administration Services, File 4609-1) Split Equally by the Two Funds	\$84,370.00	\$96,000.00	(11,630.00)
March Claims Administrator Legal Fees (Town Meeting Staffing, File 4609-2) Split Equally by the Two Funds	\$30,000.00	\$30,000.00	-
January through June Claims Administrator Legal Fees (Database Loading and Programming, File 4609-3) Split Equally by the Two Funds	\$77,198.00	\$29,250.00	47,948.00
January through June Claims Administrator Legal Fees (Tax and Accounting Support, File 4609-4) Split Equally by the Two Funds	\$18,125.00	\$18,000.00	125.00
April through June Claims Administrator Legal Fees (Medical Monitoring Registered Class Member Checks, File 4609-5)	\$12,765.00	\$20,000.00	(7,235.00)
February through June Claims Administrator Legal Fees (Medical Monitoring Provisioning Development, File 4609-6)	\$38,069.00	\$76,000.00	(37,931.00)
Class Town Meeting Notice	\$5,804.00	\$6,000.00	(196.00)
May and June Medical Monitoring Third Party Claims Administrator Fees	\$0.00	\$50,000.00	(50,000.00)
Web Hosting	\$9.00	\$125.00	(116.00)
Office Rent	\$1,250.00	\$1,250.00	-
Office Insurance	\$126.00	\$250.00	(124.00)
Office Cleaning	\$0.00	\$63.00	(63.00)
Town Hall and Claimants' Advisory Meeting	\$4,000.00	\$3,500.00	500.00
Photocopies	\$7,590.00	\$6,250.00	1,340.00
Telecopies	\$661.00	\$1,250.00	(589.00)
Postage	\$1,483.00	\$1,250.00	233.00
Federal Express	\$680.00	\$625.00	55.00
Office Supplies	\$2,992.00	\$750.00	2,242.00
Telephone Service	\$2,241.00	\$5,750.00	(3,509.00)
Westlaw Legal Research	\$758.00	\$375.00	383.00

**PERRINE DUPONT MEDICAL MONITORING FUND
ADMINISTRATIVE BUDGET-TO-ACTUAL COMPARISON
FOR THE FIRST AND SECOND QUARTERS OF 2011**

EXPENSE	JANUARY - JUNE	JANUARY - JUNE	JANUARY - JUNE
	2011 ACTUAL	2011 BUDGET	OVER/(UNDER) BUDGET
Rental Car	\$1,543.00	\$828.00	\$715.00
Claims Administrator Office Vehicle and 1 Year Warranty	\$10,772.00	\$12,500.00	(1,728.00)
Vehicle Insurance	\$963.00	\$125.00	\$838.00
Printing Costs for Medical Monitoring Registration Forms and Transmittal Letter			
Motel Bill	\$1,451.00	\$1,500.00	(49.00)
Claims Administrator Residence Rent	\$769.00	\$300.00	\$469.00
Utilities for Claims Administrator Residence	\$1,800.00	\$1,875.00	(75.00)
Airfare	\$247.00	\$250.00	(3.00)
Mileage	\$7,098.00	\$3,000.00	\$4,098.00
Airport Vehicle Storage	\$1,081.00	\$1,950.00	(869.00)
Office Equipment	\$968.00	\$900.00	\$68.00
Brokerage Fees	\$6,445.00	\$7,500.00	(1,055.00)
Claimant File Shelves and Supplies	\$25.00	\$0.00	\$25.00
Claimant File Storage Monthly Rent	\$716.00	\$2,500.00	(1,784.00)
Finance Committee Fees	\$0.00	\$750.00	(750.00)
Guardian Ad Litem Fees	\$13,088.00	\$50,000.00	(36,912.00)
FASB 5 Contingency Reserve	\$37,875.00	\$55,000.00	(17,125.00)
	\$98.00	\$23,545.00	(23,447.00)
TOTALS	\$ 373,060.00	\$ 509,211.00	(136,151.00)

For the First and Second Quarters of 2011, the expenditures of the Medical Monitoring Fund were \$373,060, compared to a budget of \$509,211, and were therefore \$136,151 under the budget, or 26.74% under budget.

**Perfume DuPont Medical Monitoring Fund
Administrative Budget-To-Actual Comparison
For The First and Second Quarters of 2011**

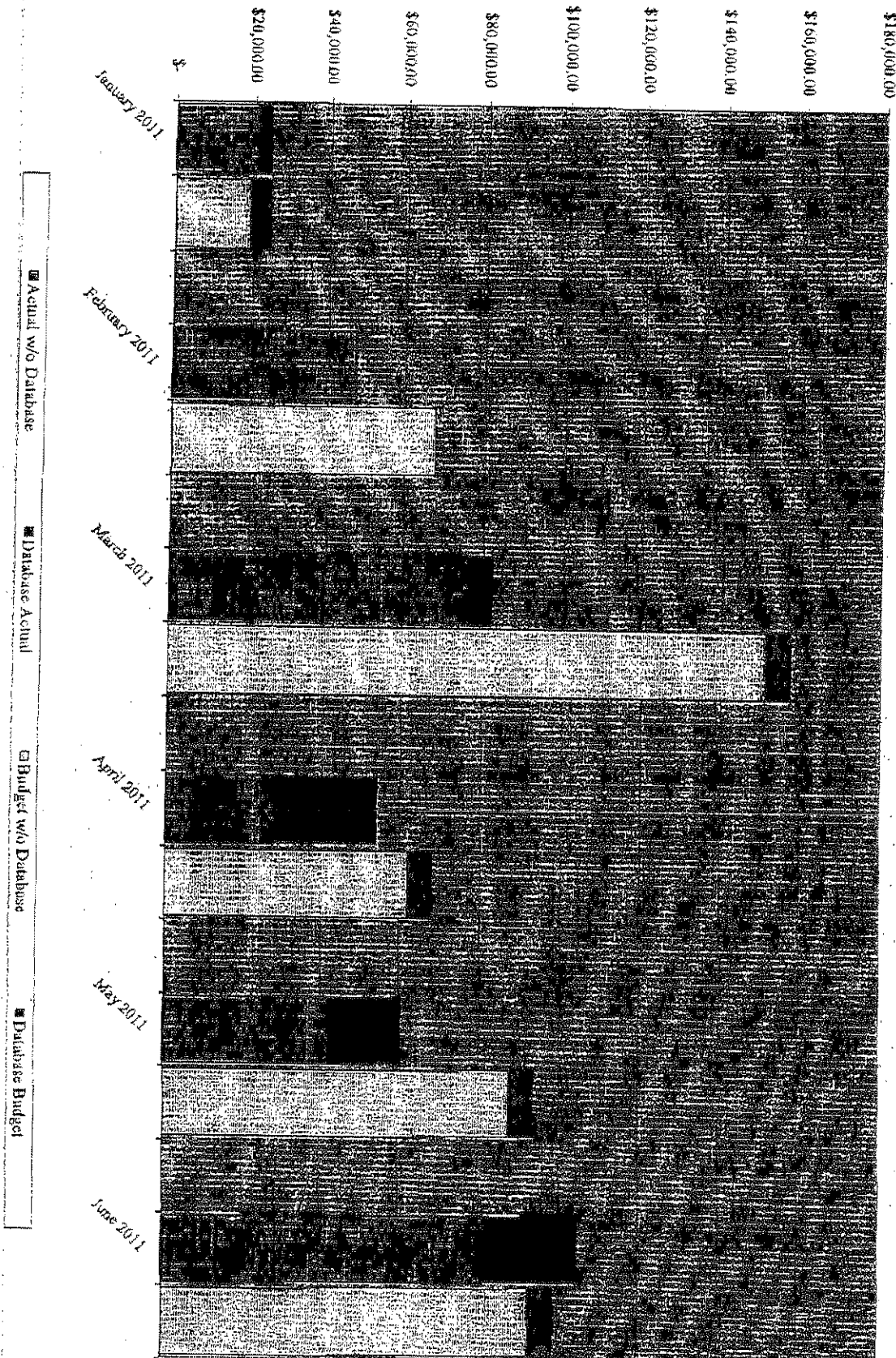


EXHIBIT B

Page 4609 1/28/11

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al., individuals
residing in West Virginia, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

Case No. 04-C-296-2
Thomas A. Bedell, Circuit Judge

E.I. DU PONT DE NEMOURS AND COMPANY, et al.,

Defendants.

FINAL ORDER APPROVING SETTLEMENT

Presently pending before the Court is the proposed settlement and compromise of this case, as incorporated in a Memorandum of Understanding prepared and executed by the Parties on November 18, 2010. In light of the challenges and nuances of the continued mass litigation presented by this case, the Parties have agreed to settle their dispute.

This settlement resolves a class action which is larger than any before seen in Harrison County, and is one of the largest in the history of the judicial system of West Virginia. The Court Record, which consists of all the motions, briefs, documents and other filings made by the Parties over the nearly seven years since this case filed, currently encompasses thirty thousand three hundred and fifteen (30,315) pages, and it will continue to expand.

This case has taken on a life of its own; it has grown larger than any one attorney or firm, and beyond the individuals who make up the Plaintiff classes. This case has

been before the Federal Court for the Northern District of West Virginia, it has spent more than two years on appeal before the West Virginia Supreme Court of Appeals, and it has spent many years before this Court. Despite all of the work and time of so many people,¹ this case has not reached an end within the judicial system.

There have been many battles fought by the Parties and both sides have had victories. However, winning a battle or a skirmish does not end the war. The potential for lengthy future conflict still looms on the horizon, and, without this settlement, this war is not over.

Presently before the Court is the "Motion and Memorandum in Support of Motion for Final Approval of Proposed Class Settlement, Approval of Class Notice, and Class Representative's Incentive Award," filed by Counsel for the Plaintiffs on December 20, 2010.

The Parties appeared by counsel on December 30, 2010, at a fairness hearing and presented to the Court a proposed compromise and settlement through counsel Farrest Taylor, Virginia Buchanan, Mark Proctor, Edison Hill, Angela Mason and Perry Jones. The Defendants were represented by James Lees, David Thomas, and Stephanie Thacker. The previously appointed Guardian *ad litem*, Meredith McCarthy, appeared on behalf of the minors and incompetents in the classes.

The Court heard the evidence and representations of counsel for the Plaintiffs, who presented the testimony of Edgar C. Gentle, the previously appointed settlement and claims administrator, Lenora Perrine and Carolyn Holbert as members of the

¹ The Plaintiffs' attorneys have documented more than fifty-five thousand hours of work and the Defendants' attorneys have surely billed as many hours, and likely more.

classes, and Barry Hill, as an expert witness in support of the claimed attorneys' fees and expenses. These witnesses spoke in support of the nature and fairness of the proposed settlement. Edgar Gentle testified as to the nature of the proposed administration of the settlement. The Court also permitted an opportunity for any Class members having objection to the settlement of the case to be heard. Thereafter, the Court heard the viewpoints and arguments of Burl Davis, Albert Shaffer, Craig E. Ferrell, Thelma Valerio, and Hubert E. Ferrell.

The only class member who was adamantly against the settlement was Burl Davis, while others presented questions as to the nature and effect of the settlement, and the availability of cash payments instead of remediation or medical monitoring services, and these questions were addressed by Counsel for the Plaintiffs and Mr. Gentle. Even Mr. Davis's objection was based upon his belief that he would get "nothing" and his home's value would not increase due to contamination in the area in and around Spelter. However, although the final amount is yet to be determined, there will be tens of millions of dollars available for remediation of property which will help to increase home values in the class area.

After reviewing the proposed settlement and hearing the evidence presented by the Parties, as well as carefully considering the viewpoints of the class members, the Court hereby **ORDERS** that the Proposed Settlement be **APPROVED**.

The pertinent background is set forth below:

FACTUAL BACKGROUND

1. This action was filed on June 15, 2004, against Defendants E.I. du Pont de Nemours and Company ("DuPont"), T. L. Diamond & Company, Inc., Meadowbrook

Corporation, Matthiessen & Hegeler Zinc Company, Inc., Nuzum Trucking Company ("Nuzum"), and Joseph Paushe! ("Mr. Paushe!") (collectively "Defendants").

2. On September 14, 2006, this Court granted class certification and certified both a Property Class and a Medical Monitoring Class ("Plaintiff Classes") in this case pursuant to the provisions of Rule 23 of the West Virginia Rules of Civil Procedure. Upon appeal, the certification of both classes was upheld by the Supreme Court. "Having found no error in the circuit court's disposition of each of the elements to be considered in certifying a class under Rule 23(a) and (b), we find that certification was proper. Consequently, DuPont's claim that class certification violated its due process rights by preventing it from presenting individualized evidence and individualized defenses is without merit." *Perrine v. E.I. du Pont de Nemours and Co.*, 225 W.Va. 482, ___, 694 S.E.2d 815, ___, (2010).

3. The Court approved Plaintiffs' notice plan on December 21, 2006, which gave absent Class members until February 15, 2007, to opt out or exclude their claims from this litigation. The Notice specifically informed the Class members: "If you are a member of the Property Class and/or Medical Monitoring Class and do not request exclusion from the class action, you will be bound by any judgment whether favorable or not, or any settlement in this case."² Following this Notice, a number of persons and entities opted out.

² The Court notes that the Defendant has filed a "Memorandum of Law on Opt-Out Exclusion From the Certified Classes." However, the issue argued by the Defendant (that there should be no second chance for class members to opt out) is not before the Court. None of the class members have argued that they have the right to opt out of the settlement either in writing or at the Fairness Hearing. Accordingly, the Court will not address the issue.

4. Prior to the 2007 trial of this Class Action, the Plaintiff Classes agreed to dismiss Defendants Mr. Joseph Paushel and Nuzum. As a result, on or about March 5, 2007, this Court dismissed Defendants Mr. Paushel and Nuzum, with prejudice.

5. After extensive discovery and pre-trial litigation, this matter proceeded to trial beginning on September 10, 2007, and the trial lasted for approximately six (6) weeks. The trial consisted of four (4) phases, and the jury returned verdicts in favor of the Plaintiffs. The verdicts were ultimately rendered as awards of fifty-five million five hundred and thirty-seven thousand five hundred and twenty-two dollars and twenty-five cents (\$55,537,522.25) for property damage and associated remediation costs, an estimated award of approximately one hundred and thirty million dollars (\$130,000,000.00) for a future medical monitoring program to last for forty (40) years, and a punitive damages award of one hundred and ninety-six million and two hundred thousand dollars (\$196,200,000.00).

6. Said verdicts were the result of the jury finding that the Plaintiffs' property and persons were exposed to elevated and dangerous levels of lead, cadmium, and arsenic, among other heavy metals, due to the long operation of a smelting facility in Spelter which polluted the class area.

7. On November 16, 2007, this Court entered an Amended Final Judgment Order finalizing the jury's verdict in the amounts described above against Defendant DuPont.

8. Thereafter, both the Plaintiffs and Defendants appealed numerous aspects of this Court's pre-trial, trial, and post-trial rulings to the West Virginia Supreme Court of Appeals.

9. On March 26, 2010, after a lengthy appellate process, the West Virginia Supreme Court of Appeals remanded this litigation to the Court with directions to conduct a trial on DuPont's statute of limitations defense. The opinion, when counting the pages of the majority and individual concurring and dissenting opinions, was the longest ever written by the Supreme Court.

10. The Supreme Court modified the punitive damages award, but conditionally affirmed the remainder of the verdict, which then consisted of approximately three hundred million dollars (\$300,000,000.00). The Supreme Court determined that this Court erred in granting judgment as a matter of law in favor of the Plaintiffs on the affirmative defense of the statute of limitations, and directed this Court to hold a second trial to determine if the defense was merit worthy.

11. The effect of the Supreme Court's directive created an all or nothing proposition for the Parties. If the Plaintiffs prevailed on the statute of limitations issue, they would receive the relief obtained in the 2007 trial, as modified by the Supreme Court opinion. If DuPont prevailed, this Court would set aside the 2007 verdicts and render judgment in favor of DuPont, and the Plaintiffs would receive nothing. *Perrine v. E.I. du Pont de Nemours and Co.*, 225 W.Va. 482, ___, 894 S.E.2d 815, 854 (2010).

12. The Plaintiffs and Defendant both considered the directives of the Supreme Court's opinion and prepared for trial, which was set for the month of March, 2011. The Parties reached this settlement after considering the substantial amount of risk and expense remaining in the case for both sides. On November 19, 2010, the Parties advised the Court that a proposed compromise and settlement had been reached. Thereafter, on November 24, 2010, the Court set a December 30, 2010,

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hearing to hear the Parties and to receive evidence and argument as to the fairness of the proposed settlement.

13. On December 6, 2010, the Court appointed Meredith McCarthy, a discrete and competent attorney practicing before this Court who is familiar with the facts involved in this case, to serve as Guardian *ad litem* to protect the interests of any minors who may be members of the Plaintiff Classes. Mrs. McCarthy previously served as a Guardian *ad litem* in this matter and is uniquely familiar with this issues presented.

14. Rule 23(e) of the West Virginia Rules of Civil Procedure requires that notice of the proposed compromise and settlement be given to the Plaintiff Classes in such manner as directed by the Court.

15. Plaintiffs' Counsel mailed individual "Notice of Proposed Settlement Regarding the Former Zinc Smelter in Spelter, West Virginia" ("Settlement Notice") to all reasonably identifiable Class members, including some approximate two thousand and five hundred (2500) property parcels and their respective owners. The Settlement Notice informed the absent Class members of the nature and terms of the proposed settlement, the date and time of the fairness hearing, the right to object, and the procedure for objection. Additionally, the Settlement Notice directed Class members to an informational website³ at which they could review the November 19, 2010 Memorandum of Understanding between the Parties, which further details the terms of the settlement, and the November 30, 2010 Petition for Attorney Fees and Litigation Expenses filed by Plaintiffs' Counsel.

³ The website, which was established by Settlement Administrator Edgar Gentile, can be reached at www.perrincedupont.com.

16. Additionally, the Settlement Notice was published in the Clarksburg Exponent newspaper on four separate dates: December 1st, 5th, 15th and 22nd, 2010; and in the Shinnston News on three separate dates: December 9th, 16th, and 23rd, 2010. Finally, the Notice was published in the Charleston Gazette on December 3rd, 10th, 17th, and 24th.

17. The Settlement Notice provided an opportunity for Class Members to file any written objections to the proposed settlement with the Claims Administrator and with the Court by December 20, 2010. Only two written objections to the settlement were received.

Having heard argument of counsel and the objections from the class members as noted herein, and considering the entire record of submissions and testimony in this case, and all applicable law, the Court makes the following Conclusions of Law.

Conclusions of Law

1. The Court finds that the Settlement Notice in this case was reasonable and afforded the Class Members an opportunity to be heard prior to approval of the settlement pursuant to the requirements of Rule 23.

2. Rule 23(e)(2) of the West Virginia Rules of Civil Procedure provides that a class action may not be dismissed or compromised without approval of the Court. Rule 23 does not provide any more direction for the Court, nor does the common law of West Virginia. However, it is clear that the primary inquiry of the Court must focus on the fairness and adequacy of the proposed settlement.

3. This Proposed Settlement affects the interests of the Classes as Certified by this Court on September 14, 2006, in the "Order Granting Class Certification."

Additionally, said class definitions for the medical monitoring class were modified by the June 14, 2007, "Order Granting Plaintiffs' Motion to Modify Class Definition and Denying Defendant DuPont's Motion to Decertify Class." For purposes of clarity, the Proposed Settlement affects the following classes as previously defined by Order of this Court.

- a. The Property Class consists of "those who currently own, or who on or after December 1, 2003, have owned private real property lying within the below referenced communities or any other private real property lying closer to the Spelter Smelter facility than one or more of the below referenced communities." (Sept. 14, 2006, Order at 3).
- b. The Medical Monitoring Class consists of "those who currently or at any time in the past since 1966 have resided on private real property in the Class Area for at least the minimum total residency time for a zone depicted on the map attached hereto as Exhibit A.⁴
Zone 1: Minimum total residency time of one year since 1966.
Zone 2: Minimum total residency time of three years since 1966.
Zone 3: Minimum total residency time of five years since 1966.
Residency time within a zone or zones closer to the former smelter facility but not meeting the minimum total residency time for a closer zone is accumulated with any residency time within a zone or zones further away in determining total residency time." (June 14, 2007, Order)

⁴ Said Legal Notice, including the map with zones 1, 2, and 3, is attached as Exhibit 1 to this Order.

- c. The General Provisions as to the geographic area are described as follows, and the Court further incorporates the boundary map as prepared and attached to this Order as Exhibit 1 to be read in concert with the following description:

i. "General Provisions. The initial proposed class area includes the following communities within Harrison County, West Virginia, and all other private real property lying closer to the Spelter Smelter facility than one or more of these communities: Spelter, Erie, Hepzibah, Lambert's Run, Meadowbrook, Gypsy, Seminole, Lumberport, Smith Chapel, and as further modified to include additional impacted areas as described in Plaintiffs' air model. The Court finds that private real property lying within these communities, as well as any other private real property lying closer to the Spelter Smelter facility, has been impacted by the release of hazardous substances at or from the Spelter Smelter facility." (Sept. 14, 2006, Order at 4).

4. In assessing the "fairness" of a proposed settlement, the Court has considered the following four factors as provided by persuasive common law from the Federal District Court of the Eastern District of Virginia: 1) the posture of the case at the time the settlement was proposed; 2) the extent of discovery that had been conducted; 3) the circumstances surrounding the negotiations; and 4) the experience of counsel in the area of class action litigation. *In re MicroStrategy, Inc. Securities Litigation*, 148 F.Supp.2d 654, 663-665 (E.D. Va. 2001); *Strang v. JHM Mortgage Sec. Ltd. P'ship*, 890 F.Supp 499, 501 (E.D. Va. 1995).

5. The Court finds that the Settlement in this action satisfies the fairness test because it has been negotiated between counsel who are experienced litigators and can accurately weigh the potential risk of a trial on the statute of limitations defense. This action has been pending for nearly seven years. In that time, the Parties have

actively pursued discovery, pre-trial litigation, a lengthy trial, and a lengthy appellate process.

6. Class Counsel, with the aid of their experts, has been able to determine the nature and strength of the Class Members' claims and to make reasonable calculations as to damages. Additionally, DuPont has been able to weigh their chances at trial in light of the original verdict and post-judgment interest. Both Parties are represented by able counsel who are experienced in class action litigation and who have spent tens of thousands of hours litigating this case. Therefore, under the four factors enumerated above, this settlement meets the fairness test because: (1) there is a substantial amount of risk facing both sides such that the settlement provides a fair compromise of the previously rendered verdict, (2) discovery has been extensively conducted and the Parties are well aware of the facts of the case, (3) the negotiations for the settlement were formally and fully conducted at arms length, and (4) both Parties are ably represented by experience counsel.

7. In determining the "adequacy" of the settlement, the Court looks to the following: 1) the relative strength of the Plaintiffs' case on the merits; 2) the existence of any difficulties of proof or strong defenses the Plaintiffs are likely to encounter if the case goes to trial; 3) the anticipated duration and expense of additional litigation; 4) the solvency of the Defendants and the likelihood of recovery on a litigated judgment; and 5) the degree of opposition to the settlement. *MicroStrategy*, 148 F.Supp.2d 665; see also *Strang*, 890 F.Supp at 501

8. The Court also finds that the Settlement satisfies the adequacy test. There is no certainty that the Plaintiffs will prevail at trial if the Settlement is not

approved. The sole issue of statute of limitations presents an all-or-nothing defense such that if Defendants were to prevail, the Plaintiffs would receive nothing. Alternatively, if Plaintiffs were to prevail at the trial, the case would nonetheless continue for years in appeal and the Defendants, unless they found relief on appeal, would be liable for approximately three hundred million dollars (\$300,000,000.00), plus post-judgment interest accruing since 2007. Accordingly, both Parties are intimately familiar and engaged with this case, and have been able to negotiate a fair and adequate settlement to eliminate the risk presented to both sides by the second trial and future appellate litigation. Finally, despite the Settlement Notice provided to the Classes, there has been very little opposition voiced against the settlement. There were only two (2) written objections filed against the settlement, and the substance of the objections was against the claimed litigation expenses of the Attorneys, not the fairness of the settlement. Further, of the class members who spoke at the fairness hearing, only two were strongly opposed to the settlement, and both seemed to believe that cash payments based on the amount of the original verdicts were superior to remediation and medical monitoring plans. There are an estimated eight thousand five hundred (8,500) medical monitoring class members, and approximately two thousand eight hundred (2,800) property parcels in the two classes, and only two people voiced written opposition, and only one person voiced opposition to the settlement at the hearing. Therefore, the Court finds that there is not strong opposition to the settlement from within the classes.

9. Accordingly, the Court finds that the Settlement meets the adequacy test because although the Plaintiffs have a conditionally affirmed verdict, they face a

substantial challenge in overcoming the Defendants' statute of limitations defense. Without a settlement, litigation in this case would continue for a minimum of three to five (3-5) years, as the verdict at the second trial on the statute of limitations would be appealed to the West Virginia Supreme Court of Appeals by the losing party, and potentially appealed to the United States Supreme Court thereafter. Finally, there is very little opposition to the settlement from the Plaintiff Classes.

10. The Court-appointed Guardian *ad litem* in this case has stated to the Court that she has conducted an independent investigation into the facts contained in the record, the Petition for Approval of Settlement, and the Memorandum of Understanding between the Parties, and that the proposed settlement is fair, just, reasonable, equitable, and in the best interests of any minor members of the Plaintiff Classes.

11. The Court **FINDS** in view of all of the circumstances that the proposed settlement is fair, just, reasonable, equitable, and in the best interest of the Parties.

Accordingly, the Court **ORDERS** that:

1. The Petition seeking approval of the Settlement is **GRANTED**, and, therefore, the proposed settlement, which is found to be fair, reasonable, and in the best interests of the Parties, is hereby **APPROVED**.

2. Defendant DuPont is **ORDERED** to pay the total sum of seventy million dollars (\$70,000,000.00) to Plaintiffs in accordance with the November 19, 2010, Memorandum of Understanding, and the prior Order of the Court dated December 23, 2010, which established two separate and distinct Qualified Settlement Funds.

Additionally, said Qualified Settlement Fund Accounts have been established at MVB Bank by Edgar Gentle at the direction of the Court.

3. Sixty-six million (\$66,000,000.00) of the total seventy million (\$70,000,000.00) payment shall be available to the Plaintiffs as directed by the Court, or its designee, for the purposes of paying for remediation services and attorneys' fees and expenses for Plaintiffs' Counsel.

4. The remaining four million (\$4,000,000.00) of the total seventy million (\$70,000,000.00) payment shall be made available only for the medical monitoring subclass of Plaintiffs as directed by the Court, or the Court's designee. Said sum shall not be used for any purpose other than for the sole benefit of the medical monitoring subclass and shall be deposited in the Qualified Settlement Fund Account created solely for this amount and this purpose.⁵

5. Defendant DuPont is **ORDERED** to pay for the cost of a medical monitoring program on a "pay-as-you-go" basis, consistent with the February 25, 2008, "Final Order Regarding the Scope, Duration and Cost of the Medical Monitoring Plan," except as modified by the Memorandum of Understanding, for a period of thirty (30) years.

6. The Court recognizes that the issue as to the amount of attorney's fees and costs to be awarded remains to be determined. After weighing the evidence presented at the December 30, 2010, Fairness Hearing, and such filings as have been

⁵ The Court recognizes that the Defendants assert that the administration of the medical monitoring program should be governed by a proposed executive committee instead of by the Court and the previously appointed Special Master/ Claims Administrator. Said argument and accompanying motions, as well as the exact use of the four million dollars, will be addressed by the Court in a later Order after the Court has had the time to review the matter.

there is no just reason for delay and upon an express direction for the entry of judgment."

11. It is ORDERED that any and all prior judgments of liability and damages against all Defendants in this case are VACATED and shall have no collateral estoppel or *res judicata* effect against any Defendant in any pending or future claim against any of the Defendants arising from the operation or ownership of the zinc smelter that is the subject of this litigation. However, the Court notes that the judgment in favor of T.L. Diamond against DuPont, entered on February 15, 2008, which was upheld by the Supreme Court after a review of the indemnification agreement between T. L. Diamond and DuPont, shall not be vacated. Additionally, the Final Order which dismissed Defendants Nuzum Trucking and Joseph Paushel, with prejudice, on or about March 5, 2007, is not vacated. Finally, the jury's verdict found that the "other entities," including Nuzum Trucking, were not liable for negligence, public nuisance, private nuisance, trespass, and strict liability, and those findings are upheld and not vacated.

12. Further, the pending Motion for Sanctions, filed by the Plaintiffs on September 8, 2010, is "deemed moot" and thereby withdrawn, according to paragraph 8 of the Memorandum of Understanding. Although the Defendant has requested that "all pending motions" be deemed moot, upon a review of the record, the only other pending motions are not moot and are related to the administration of the settlement.

13. Without affecting the finality of this Final Judgment as to the Plaintiff Classes, the Court hereby retains exclusive jurisdiction over this action, and every aspect of the interpretation, implementation and enforcement of the Settlement, until the Settlement has been consummated and each and every act agreed to be performed by

the Parties thereto shall have been performed, and thereafter for all other purposes necessary to interpret and enforce the terms of the Settlement, the Orders of this Court, and in aid of this Court's jurisdiction and to protect and effectuate its judgments.

IT IS SO ORDERED.

Finally, the Clerk of this Court shall provide copies of this Order to the following:

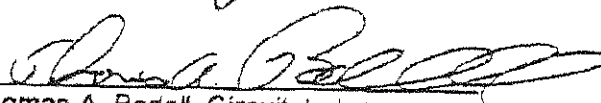
David B. Thomas
James S. Arnold
Stephanie Thacker
Allen Guthrie & Thomas, PLLC
500 Lee St., East, Suite 800
P.O. Box 3394
Charleston, WV 25333-3394

Edgar Gentle, III
Gentle, Turner, & Sexton
501 Riverchase Parkway East,
Suite 100
Hoover, AL 35244
Special Master

Meredith McCarthy
901 W. Main St.
Bridgeport, WV 26330
Guardian ad litem

J. Farrest Taylor
Cochran, Cherry, Givens, Smith,
Lane & Taylor, P.C.
163 West Main St.
Dothan, AL 3630

ENTER: January 4, 2011


Thomas A. Bedell, Circuit Judge

LEGAL NOTICE

If you are a current or former property owner or resident near the former Spelter Smelter facility in Harrison County, West Virginia, changes to a Class Action may affect your rights.

Lenora Ferrine, et al. v.

E.I. DuPont de Nemours and Company, et al.

Case No: 04-C-296-2

NOTICE OF CHANGES TO MEDICAL MONITORING CLASS DEFINITION

As previously noticed, the Circuit Court of Harrison County, West Virginia has certified a class action in this case against defendants E.I. DuPont de Nemours and Company, Inc., Meadowbrook Corporation, Mathiessen & Hingle Zinc Corporation, Inc., and T.L. Diamond & Company, Inc., concerning the former zinc smelter facility in Spelter, Harrison County, West Virginia. Prior notice of the class action was issued by the Court on December 21, 2006. The prior notice and other information about the class action may be viewed or downloaded at www.spelterclass.org. In addition, a copy of the prior notice and other information about the class action may be obtained by contacting the Class Administrator at:

Class Administrator, Analytica, Inc.
P.O. Box 2002
Chenoweth, MN 55317-2002
1-866-233-0124

The Property Class definition and the class boundaries (generally shown on the below map) set forth in the prior notice of the class action remain unchanged.

However, the Medical Monitoring Class definition has been changed as follows:

Previously the Medical Monitoring Class definition was based on total residency time within the class area of 277 days. However, this definition has been changed to require one, three, or five years of total residency time since 1966, depending on where one lives or lived within the class area. Total residency time of one year since 1966 is required for Zone 1. Total residency time of three years since 1966 is required for Zone 2. Total residency time of five years since 1966 is required for Zone 3. Residency time within a zone or zones closer to the former smelter facility but not meeting the total residency time for a closer zone is accumulated with any residency time within a zone or zones further away in determining total residency time.

Zone 1 is the zone closest to the former smelter facility, and Zones 2 and 3 are further away from the former smelter facility but still within the class area. Zones 1, 2, and 3 are generally shown on the map.



Plaintiffs allege that hazardous substances from the former Spelter Smelter facility have been released into private real property in the class area and that these substances have caused health risks. Plaintiffs allege that the released hazardous substances include arsenic, cadmium, and lead. Specifically, plaintiffs allege that, as a result of these substances, they are entitled to property damages, including remediation costs, and medical monitoring. Plaintiffs also seek punitive damages, litigation costs, and legal fees for their attorneys. Defendants dispute that the plaintiffs are entitled to any damages, medical monitoring, or other relief. Defendants dispute that hazardous substances from the Spelter Smelter facility have caused the entire class area and that the health of class members is at risk. Defendants also dispute various affirmative defenses.

The Property Class is composed of those who currently own, or who on or after December 1, 2003 have owned, private real property lying within the class area, including those who owned property only before December 1, 2003 or only after September 16, 2006 (the date of entry of the Order Granting Class Certification).

Also, the class definition continues to exclude defendants in the case, any entity in which a defendant in the case has a controlling interest, or a current employee, officer, director, legal representative, heir, executor, assign, or representative of a defendant in the case.

REQUEST FOR EXCLUSION: MUST MAIL BY AUGUST 8, 2007

In the Circuit Court of Harrison County, West Virginia: Lenora Ferrine, et al. v. E.I. DuPont de Nemours and Company, et al., Case No. 04-C-296-2

(Print or Type)

Full Name:

Current Mailing Address:

I, , wish to be a member of the Class action.
I have read the Notice Of Changes To Medical Monitoring
Class Definition in the above-referenced case.

Signature

Mail to:
Class Administrator, Analytica, Inc.
P.O. Box 2002
Chenoweth, MN 55317-2002

Telephone Number (optional)

Date

If you have questions as to whether a particular parcel lies within Zone 1, 2, or 3, please contact the Class Administrator.

If you previously were in the Medical Monitoring Class based on total residency time of 277 days within the class area but do not have sufficient residency time under the amended Medical Monitoring Class definition stated above, you are no longer in the Medical Monitoring Class and are no longer represented by Class Counsel. You will need to take whatever action you deem appropriate to protect your rights, if any, which will no longer be protected in this class action and which will be subject to limitations on the timely bringing of claims.

If you want the Property Class definition and did not previously "opt out" of the class action by filing a timely exclusion form as provided under the prior notice, you remain in the class action for purposes of the Property Class even if you do not meet the amended Medical Monitoring Class definition stated above. However, if you now wish to opt out of the class action entirely because you will no longer be part of the Medical Monitoring Class, you have until August 6, 2007 to submit an exclusion form. Otherwise, you will remain within the Property Class even if this means you will no longer be part of the Medical Monitoring Class under the amended Medical Monitoring class definition.

If you are a member of the Property Class and/or the amended Medical Monitoring Class and wish to remain in the class action, you do not need to take any action. If you are a member of the Property Class and/or the amended Medical Monitoring Class and do not request exclusion from the class action, you will be bound by any judgment whether favorable or not, or any settlement in this case.

To the extent the class action claims seek monetary damages, including punitive damages, they only relate to the Property Class. To the extent the class action claims seek medical monitoring, they relate to eligible past and present residents, whether or not they are in the Property Class. If money is awarded to the Property Class, Property Class members may be entitled to a share of that money. If remediation costs and/or medical monitoring are awarded, common funds may be established to efficiently manage remediation and/or medical monitoring on behalf of multiple class members. The precise monetary, remediation and/or medical monitoring remedies and distribution, if any, are to be determined in the class action proceedings. Litigation costs and legal fees for plaintiffs' attorneys may be deducted from awards to class members. The class action does not seek damages for personal injuries, and class members may risk being barred from pursuing any such potential claims in the future if they do not opt out of the class action.

If you are in the Property Class and/or the amended Medical Monitoring Class but do not want to be a part of this class action, you have the option of excluding yourself from the class action. Your written request to be excluded from the class action must be mailed to the Class Administrator and must include: (1) your full name, and (2) your current mailing address. You also must sign the request and clearly state your intention to be removed from the class action. If your request is postmarked after August 6, 2007 you automatically will be included in the class action. A copy of the Exclusion Form is found below and may also be obtained at www.spelterclass.org or by contacting the Class Administrator.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE OR THE JUDGE, AND PLEASE DIRECT ANY QUESTIONS TO THE CLASS ADMINISTRATOR.

By order of the Honorable Thomas A. Beedell, Circuit Court Judge, Circuit Court of Harrison County, West Virginia. Date: 2007.

61 P. 2664 NO. 4992

THOMAS A. BEDELL, Chief Judge

Jan. 4. 2011 1:22PM

Number: 0006014

* A S S E S S M E N T *

January 03, 20

Assessed to, E. I. DUPONE DE NRMOURS & CO.

\$55,313.

The exact sum of Fifty Five Thousand Three Hundred Thirteen Dollars
and 89 Cents

Victim..... LENORA PERRINE ET, AL

Assess Due Retrib C

Case #: 04-C-296

Assessment conducted at :

DONALD L. KOPP II, CLERK

HARRISON COUNTY COURTHOUSE
CLARKSBURG, WV 26301

Deputy

Paula L. Linder

Distribution to Accounts...

5001 OTHER PARTIES	405.00	4013 PARENT ED-MEDIATION	25835.34
2002 COURT REPORTER	570.00	1004 SHERIFF'S FEES	1.00
4014 DOMESTIC VIOLENCE-LE	25835.38	1003 POSTAGE/COPIES	2667.11



*Clerk of the Circuit Court
Harrison County*

Telephone (304) 624-8635
Fax (304) 624-8710

Donald L. Kopp II, Clerk

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

Karen G. Nestor
Chief Deputy

Lenora Perrine Et. Al

Gary W. Rich

04-C-296-2

E.I. DuPont D E Nrmours & Co.

David Thomas

Taxation of Cost

5/7/2007	Postage to Mail 1,500 Questionnaires (.42)	\$630.00
	Return Postage (.42)	\$630.00
7/11/2007	Jurors paid for Orientation	\$22,476.69
9/10/2007	Jurors seated & 2nd Orientation	\$12,748.79
	Jury 9/24 - 10/5/07	\$5,197.00
	Jury 10/8/07 - 10/19/07	\$5,197.00
9/12/2007	Jurors	\$6,051.29
	Sub Total	\$52,930.77
10/15/2010	Questionnaires Mail 1481	\$656.04
	(.44) Return Postage 1259	\$553.96
	Letter to Jurors 448	\$197.12
	Sub Total	\$1,407.12
	Court Reporter	\$570.00
	Filing Fee	\$145.00
	Jury Costs to SHC	\$1.00
	Docket Fee	\$10.00
	For Service	\$250.00
	Sub Total	\$976.00
	Grand Total	\$55,313.89

Cost to be paid by Defendants

EXHIBIT C

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al.,

Plaintiffs,

v.

Case No. 04-C-296-2
Judge Thomas A. Bedell

E. I. DUPONT DE NEMOURS &
COMPANY, et al.,

Defendants.

**FINAL ORDER APPROVING SOIL TESTS
FOR 24 UPPER B STREET PROPERTIES**

Presently pending before the Court is the Claims Administrator's August 24, 2011 Report respecting 24 properties along Upper B Street in Spelter, West Virginia, (the "Upper B Street Properties") that are not currently eligible for soil testing and clean-up because they were not classified as Zone 1A in Dr. Kirk Brown's Report adopted by this Court in the June 27, 2011 Property Remediation (Clean-Up) Order, as apposed to Zone 1A property, which merits both house and soil testing followed by a possible clean-up of both under Dr. Brown's Report, but instead are classified as Zone 1B or Zone 2, despite their close proximity to the Zinc Smelter Site. The Claims Administrator relates that 6 of the properties are adjacent to the fenced-in Zinc Smelter Site.

After a careful review of the issue and the information provided to the Court by the Claims Administrator, which specifically identifies the 24 Upper B Street Properties, the Court **ORDERS** that these 24 Upper B Street Properties shall be eligible and at the expense of the Settlement, to have heavy metals contamination soil tests performed in the same manner as for Zone 1A Properties.

The Claims Administrator shall then compare the Zone 1A Test results with the Upper B Street Properties soil test results, with the Claims Administrator, based on such a comparison and other facts and circumstances deemed to be appropriate, and after further consultation with the Claimants Advisory Committee and the Finance Committee, to make a recommendation to the Court for a possible resolution to this matter.

Further, the Court has reviewed the proposed letter to the affected property owners of the 24 properties attached hereto as Exhibit A and approves its use in this matter.

Lastly, pursuant to Rule 54(b) of the West Virginia Rules of Civil Procedure, the Court directs entry of this Order as a Final Order as to the claims and issues above upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment.

IT IS SO ORDERED.

The Clerk of this Court shall provide certified copies of this Order to the following:

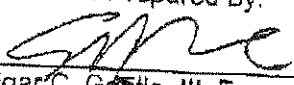
Stephanie Thacker, Esq.
Guthrie & Thomas, PLLC
P.O. Box 3394
Charleston, WV 25333-3394
DuPont's Finance Committee Representative

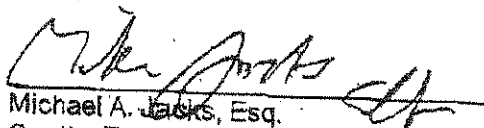
Meredith McCarthy, Esq.
901 W. Main St.
Bridgeport, WV 26330
Guardian Ad Litem

Virginia Buchanan, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32591
Plaintiffs' Finance Committee Representative

Edgar C. Gentle, III, Esq.
Settlement Claims Office
P.O. Box 257
Spelter, WV 26438
Claims Administrator

This Order Prepared By:

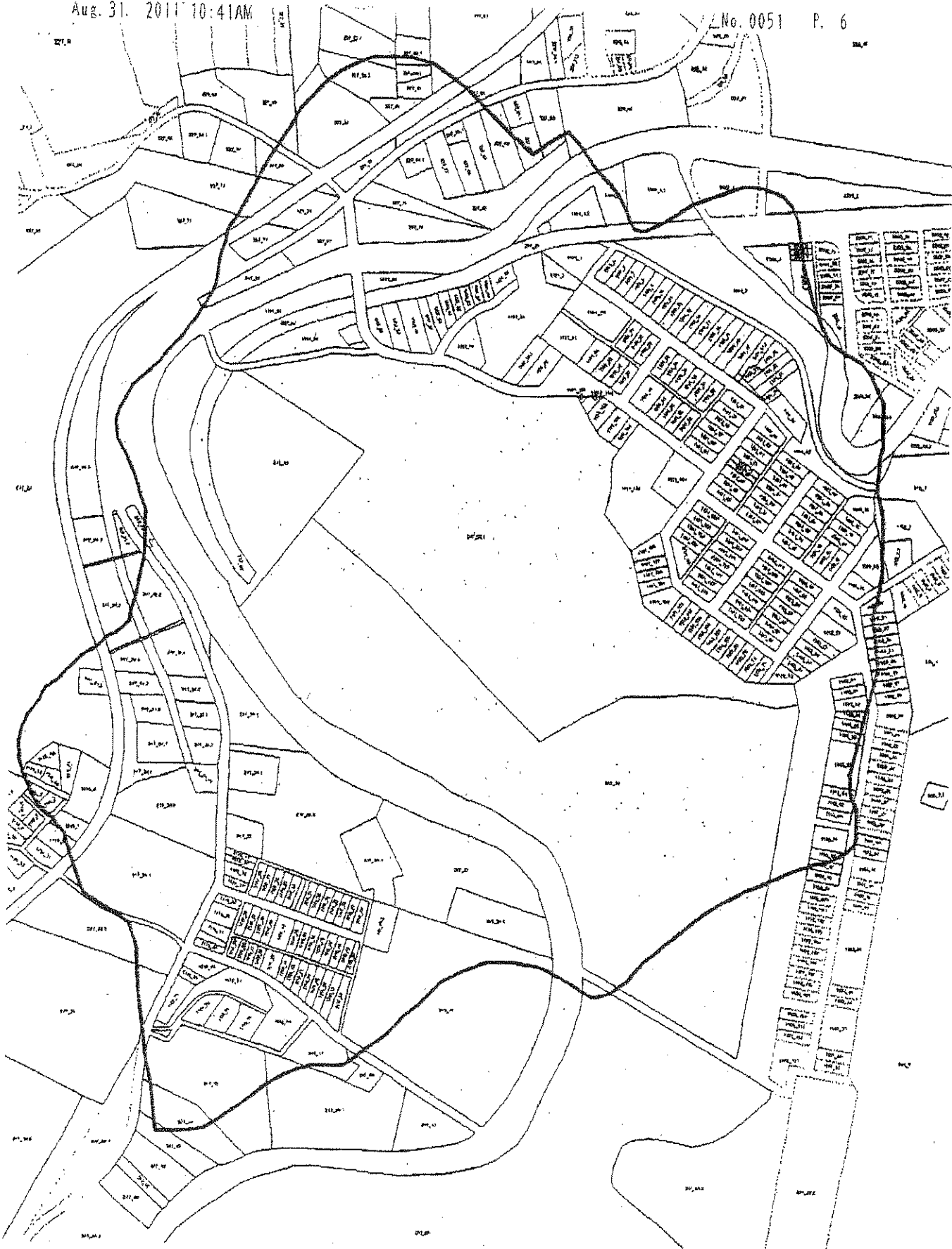

Edgar C. Gentle, III, Esq.
Gentle, Turner & Sexton
P. O. Box 267
Spelter, WV 26438
Claims Administrator


Michael A. Jacks, Esq.
Gentle, Turner & Sexton
W. Va. Bar No. 11044
P.O. Box 257
Spelter, WV 26438

ENTER: Aug 31, 2011


Thomas A. Bedell, Circuit Judge

EXHIBIT A



AUG. 31. 2011 10:42AM

No. 0051 P. 7

EXHIBIT B

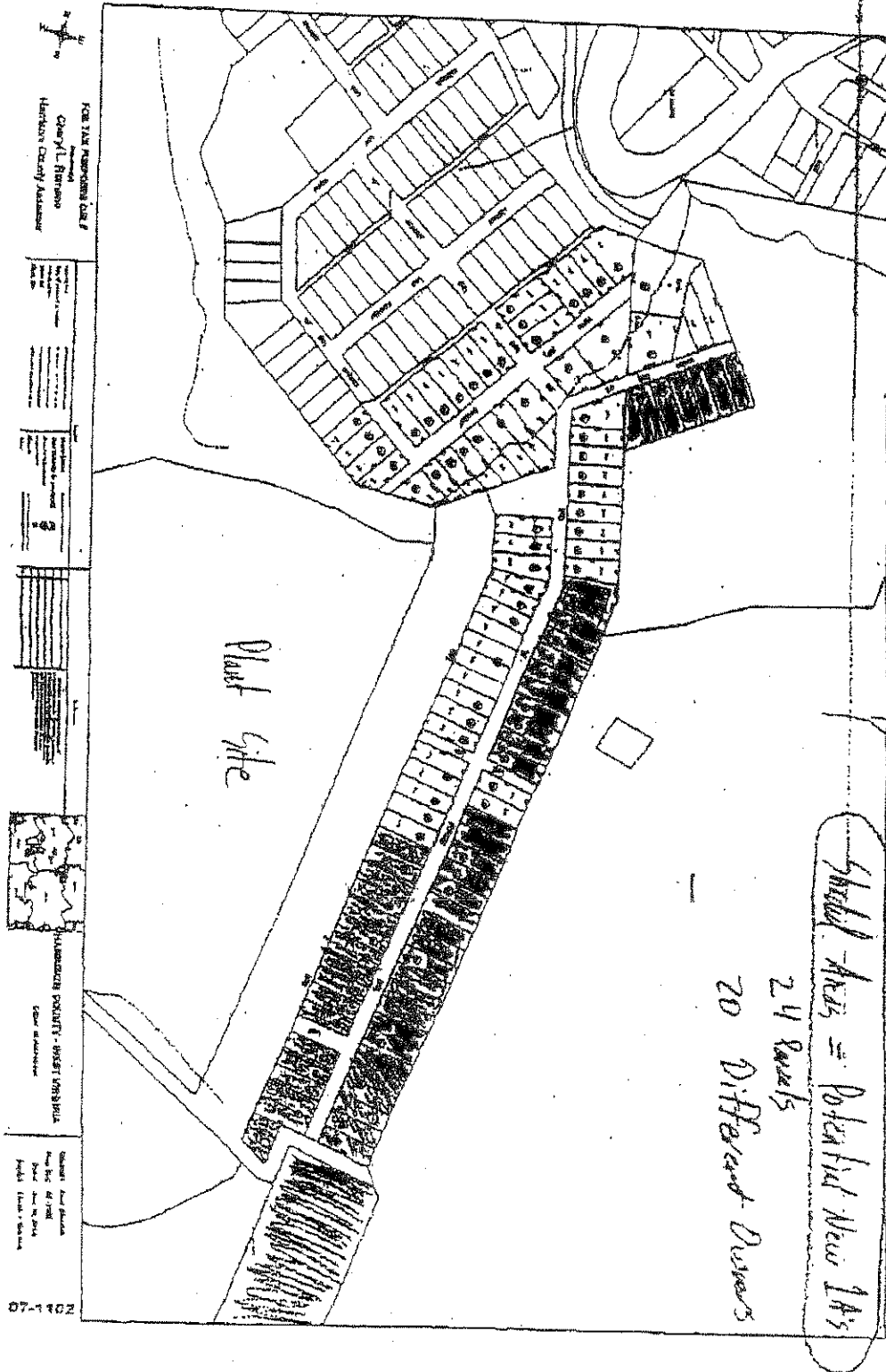


EXHIBIT C

FRAUG. 31. 2011 10:42AM

TUE>AUG 18 2011 10:08/ET. 10:07/NO. 8908720481 P 12

No. 0051 P. 10

	D	E	F	H	I	J	K
1	11-02	2	11-02 2	PO BOX 47 6TH ST	SPELTER	WV	26438
2	11-02	4	11-02 4	PO BOX 47 6TH ST	SPELTER	WV	26438
3	11-02	6	11-02 6	PO BOX 47 6TH ST	SPELTER	WV	26438
4	11-02	8	11-02 8	PO BOX 47 6TH ST	SPELTER	WV	26438
5	11-02	9	11-02 9	PO BOX 173	SPELTER	WV	26438
6	11-02	10	11-02 10	PO BOX 173	SPELTER	WV	26438
7	11-02	29	11-02 29	PO BOX 37	HEPZIBAH	WV	26438
8	11-02	31	11-02 31	PO BOX 31	SPELTER	WV	26369
9	11-02	31	11-02 31	PO BOX 31	SPELTER	WV	26438
10	11-02	32	11-02 32	PO BOX 31	SPELTER	WV	26438
11	11-02	32	11-02 32	PO BOX 31	SPELTER	WV	26438
12	11-02	32	11-02 32	PO BOX 31	SPELTER	WV	26438
13	11-02	33	11-02 33	PO BOX 31	SPELTER	WV	26438
14	11-02	34	11-02 34	158-B ST - PO BOX 181	SPELTER - Haywood	WV	26438-26366
15	11-02	35	11-02 35	158-B ST - PO BOX 181	SPELTER - Haywood	WV	26438-26366
16	11-02	35	11-02 35	PO BOX 134 - PO BOX 324	SPELTER - Hepzibah	WV	26438-26369
17	11-02	37	11-02 37	PO BOX 134 - PO BOX 324	SPELTER - Hepzibah	WV	26438-26369
18	11-02	38	11-02 38	PO BOX 134	SPELTER	WV	26438
19	11-02	39	11-02 39	PO BOX 128 KILROY PARKER	SPELTER	WV	26438
20	11-02	42	11-02 42	PO BOX 148	SPELTER	WV	26438
21	11-02	44	11-02 44	PO BOX 42	SPELTER	WV	26438
22	11-02	45	11-02 45	PO BOX 133	SPELTER	WV	26438
23	11-02	46	11-02 46	PO BOX 133	SPELTER	WV	26438
24	11-02	51	11-02 51	PO BOX 133	SPELTER	WV	26438
25	11-02	51	11-02 51	PO BOX 48	SPELTER	WV	26438
26	11-02	54	11-02 54	PO BOX 48	SPELTER	WV	26438
27	11-02	55	11-02 55	PO BOX 44	SPELTER	WV	26438
28	11-02	59	11-02 59	PO BOX 44	SPELTER	WV	26438
29	11-02	60	11-02 60	PO BOX 96	SPELTER	WV	26438
30	11-02	61	11-02 61	PO BOX 96	SPELTER	WV	26438
31	11-02	99	11-02 99	207 B STREET	SPELTER	WV	26438
32	11-02	100	11-02 100	898 EAST AVE	SHINNASTON	WV	26438
33	11-02	101	11-02 101	PO BOX 118	SPELTER	WV	26438
34	11-02	102	11-02 102	PO BOX 118	SPELTER	WV	26438
35	11-02	103	11-02 103	PO BOX 118	SPELTER	WV	26438
36	11-02	104	11-02 104	PO BOX 6	SPELTER	WV	26438
37	11-02	105	11-02 105	PO BOX 5	SPELTER	WV	26438

	O	E	F	H	I	J	K
38	11-02	106	11-02 106	PO BOX 6	SPELTER	WV	26438
39	11-02	107	11-02 107	PO BOX 6	SPELTER	WV	26438
40	11-02	108	11-02 108	PO BOX 6	SPELTER	WV	26438
41	11-02	109	11-02 109	PO BOX 6	SPELTER	WV	26438
42	11-02	110	11-02 110	BOX 167	SPELTER	WV	26438
43	11-02	111	11-02 111	BOX 167	SPELTER	WV	26438
44	11-02	112	11-02 112	BOX 167	SPELTER	WV	26438
45	11-02	114	11-02 114	PO BOX 85	SPELTER	WV	26438
46	247	59.2	247 59.2	PO BOX 135	SPELTER	WV	26438

Letter to Be Sent to Upper
B Street Property Owners

PERRINE DUPONT SETTLEMENT
SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE
55 B. STREET
P.O. BOX 257
SPELTER, WV 26438
304-622-7443
1-800-345-0837
www.perrinedupont.com
perrinedupont@gtandslaw.com

_____, 2011

John Doe
PO Box XXX
Spelter, WV 26438
Parcel Tax ID

Re: Perrine, et al. v. DuPont, et al.;
Civil Action No. 04-C-296-2 (Circuit Court of Harrison County, West
Virginia) - The Claims Administrator's Proposed Possible Property Program
Design Zone 1A/Zone 1B-2 Adjustment;
Our File No. 4609-1{DD-3}

Dear Claimant,

The purpose of this letter is to update you with respect to your Settlement and to ask for your help.

Your property is one of 24 properties located along Upper B Street in Spelter (the "Upper B Street Properties") that is not in Zone 1A and is currently not eligible for soil testing and soil clean-up if necessary.

The Zone 1A boundary line was established by Dr. Kirk Brown, an expert utilized in the litigation of this case, with the Court subsequently adopting Dr. Brown's Report in the June 27, 2011 Property Remediation (Clean-Up) Order.

Due to the proximity of the Upper B Street Properties to the Zinc Smelter Site, and based on concerns of property owners such as you, we have asked the Court for permission to soil test the

Exhibit A

Upper B Street Properties for heavy metals contamination, to determine if there is or is not a significant difference in contamination of these properties compared to Zone 1A as a whole. After considering our concerns, the Court has Ordered that you can have your soil tested at the expense of the Settlement, and help us make this determination.

If you agree to this proposal, we will be contacting you to have your soil tested. We encourage you to be present for the soil test.

BECAUSE OF THESE SPECIAL CIRCUMSTANCES, YOUR PROPERTY IS ONE OF ONLY 24 PROPERTIES IN THE ENTIRE CLASS AREA THAT IS NOT IN ZONE 1A AND IS HAVING SOIL TESTS PAID FOR BY THE SETTLEMENT.

After your soil is tested, the results will be compared with the test results in Zone 1A as a whole. If the Upper B Street Properties soil is equally contaminated with that in Zone 1A, on average, we will recommend to the Court that your property be added to Zone 1A, that you receive a \$5,000 annoyance and inconvenience payment, and that any hazardous soil on your property be removed and replaced at the expense of the Settlement.

If the Upper B Street Properties are not equally contaminated with Zone 1A, they will not be added to Zone 1A and you will not receive soil clean-up or the \$5,000 annoyance and inconvenience payment, although we will share your soil test results with you and the comparison of the Upper B Street Properties test results with Zone 1A's soil test results.

This letter only applies to your soil. Your house is still eligible for testing and cleaning by the Settlement regardless of the soil test results. You are also entitled to \$500 for annoyance and inconvenience for testing of the house.

IF YOU AGREE TO PARTICIPATE IN THIS VOLUNTARY UPPER B STREET PROPERTY SOIL TESTING PROGRAM, PLEASE CHECK THE YES BOX BELOW, AND RETURN THE EXTRA COPY OF THIS LETTER WE HAVE PROVIDED YOU IN THE ENCLOSED SELF-ADDRESSED AND STAMPED ENVELOPE.

☐ YES, I AGREE TO THE UPPER B STREET PROPERTY SOIL TEST.

Thank you for your consideration and patience.

Yours very truly,

Ed Gentle,
Claims Administrator

EXHIBIT D

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al.,

Plaintiffs,

v.

Case No. 04-C-296-2

Judge Thomas A. Bedell

E. I. DUPONT DE NEMOURS &
COMPANY, et al.,

Defendants.

**FINAL ORDER APPROVING INITIAL PROPERTY PROTOCOLS, PROPERTY
TESTING RFP, AND PROPERTY TESTING RFP BIDDER LIST**

Presently before the Court is the Claims Administrator's August 1, 2011, Report submitted to the Court for review and consideration in connection with the Settlement Property Remediation (Clean-Up) Program approved by the Court's June 27, 2011 Order, for approval of (i) the Initial Property Payment Protocols; (ii) the Property Testing RFP; and (iii) the Property Testing RFP Bidder List.

After a careful review of the Claims Administrator's Report, and in consideration of the applicable law, the Court **ORDERS** that the Initial Property Protocols, the Property Testing RFP and, and the Property Testing RFP Bidder List are hereby **APPROVED** and shall be utilized in the administration of the Settlement, with the Property Testing RFP to be issued to the bidders on the Court-approved Bidder List on August 8, 2011.

IT IS SO ORDERED.

The Clerk of this Court shall provide certified copies of this Order to the following:

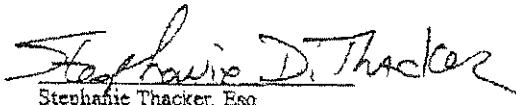
Stephanie Thacker, Esq.
Allen, Guthrie & Thomas, PLLC
P.O. Box 3394
Charleston, WV 25333-3394
DuPont's Finance Committee Representative

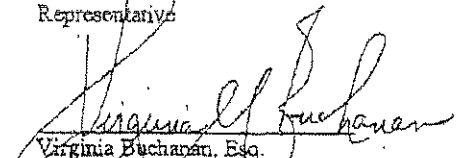
Meredith McCarthy, Esq.
Guardian Ad Litem for Children
901 W. Main St.
Bridgeport, WV 26330

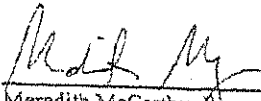
Virginia Buchanan, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32591
Plaintiffs' Finance Committee Representative

Edgar C. Gentie, III, Claims Administrator
Gentie, Turner & Sexton
P. O. Box 257
Spelter, WV 26438

This Order Agreed to By:

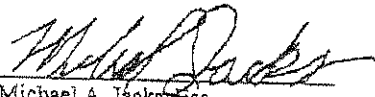

Stephanie Thacker, Esq.
Allen, Guthrie & Thomas, PLLC
P.O. Box 3394
Charleston, WV 25333-3394
DuPont's Finance Committee
Representative


Virginia Buchanan, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32591
Plaintiffs' Finance Committee Representative

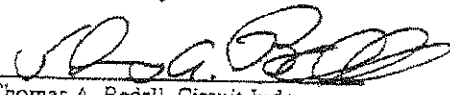

Meredith McCarthy, Esq.
Guardian Ad Litem for Children
901 W. Main Street
Bridgeport, WV 26330

Order Prepared By:

Edgar C. Gentle, III, Claims Administrator
Gentle, Turner & Sexton
P. O. Box 257
Spelter, WV 26438

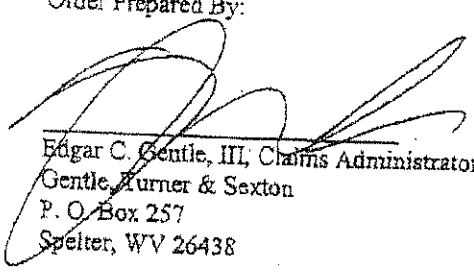

Michael A. Jacks, Esq.
Gentle, Turner & Sexton
W. Va. Bar No 11044
Gentle, Turner & Sexton
P. O. Box 257
Spelter, WV 26438

ENTER: August 3, 2011


Thomas A. Bedell, Circuit Judge

Meredith McCarthy, Esq.
Guardian Ad Litem for Children
901 W. Main Street
Bridgeport, WV 26330

Order Prepared By:



Edgar C. Gentle, III, Claims Administrator
Gentle, Turner & Sexton
P. O. Box 257
Spelter, WV 26438

Michael A. Jacks, Esq.
Gentle, Turner & Sexton
W. Va. Bar No 11044
Gentle, Turner & Sexton
P. O. Box 257
Spelter, WV 26438

ENTER: _____

Thomas A. Bedell, Circuit Judge

STATE OF WEST VIRGINIA
COUNTY OF HARRISON, TO-WIT:

I, Donald L. Kopp II, Clerk of the Fifteenth Judicial Circuit and the 18th
Family Court Circuit of Harrison County, West Virginia, hereby certify the
foregoing to be a true copy of the ORDER entered in the above styled action
on the 3 day of August, 2011.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix

Seal of the Court this 4 day of August, 2011.

Donald L. Kopp II
Fifteenth Judicial Circuit & 18th Family Court
Circuit Clerk
Harrison County, West Virginia

EXHIBIT E

GENTLE, TURNER & SEXTON
ATTORNEYS AND COUNSELLORS AT LAW
SUITE 100 - 501 RIVERCHASE PARKWAY EAST
HOOVER, ALABAMA 35244

EDGAR C. GENTLE, III
TERRY D. TURNER, JR.*
K. EDWARD SEXTON, II
DIANDRA S. DEBROSSE
KATHERINE A. HARBISON
J. CHRISTOPHER SMITH
PAIGE F. OSBORN
J.J. THOMAS
ROBERT E. HAWTHORNE, III
MICHAEL JACKS**

TELEPHONE (205) 716-3000
TELECOPIER (205) 716-3010

*ALSO ADMITTED IN FLORIDA
**ADMITTED IN WEST VIRGINIA

MEMORANDUM

VIA E-MAIL
CONFIDENTIAL

TO: Core Environmental
Attn: Tom Rebar Nrebar@core-env.com

FROM: Edgar C. Gentle, III, Esq.

DATE: August 8, 2011

RE: Perrine DuPont Settlement; Property Remediation Request for Proposal; Our File No. 4609-1 (DD)

Dear Prospective Bidder:

Enclosed please find the Property Remediation Request for Proposal. We look forward to receiving your application.

Yours very truly,



Edgar C. Gentle, III

ECG/pfo
Enclosure

cc: (by e-mail)(confidential)
Stephanie D. Thacker, Esq., DuPont Representative on the Settlement Finance Committee
Virginia Buchanan, Esq., Plaintiff Class Representative on the Finance Committee
Diandra Debrosse, Esq.
Katherine A. Harbison, Esq.
Michael Jacks, Esq.

Issued: August 8, 2011

REQUEST FOR PROPOSALS (RFP)
FOR TESTING ONLY OF SOIL AND HOUSES* IN THE CLASS AREA
IN THE PERRINE DUPONT SETTLEMENT

1. Project Title: Perrine DuPont Soil and House* Remediation Program
2. Contact Person: Edgar C. Gentle, III, Esq.
Special Master and Claims Administrator
Perrine DuPont Property Remediation Administration
GENTLE TURNER & SEXTON
501 Riverchase Parkway East, Suite 100
Hoover, AL 35244
(205) 716-3000 (telephone)
(205) 716-3010 (facsimile)
E-Mail: escrowagen@AOL.com
Web Site: www.perrinedupont.com
3. Format: One (1) paper copy and one electronic disc or USB flash drive.
4. Proposed Budget: Budget will be negotiated upon selection.
6. Remediation Area: This is the Class Area in the Map in Exhibit A, less the Grasselli property area as described in the June 27, 2011 Order in Exhibit A, and includes (i) 227 Class Area Member parcels in Class Area Zone 1A, averaging ½ acre for purposes of your bid only, potentially for the soil to be tested; and (ii) potentially testing houses on all Class Area Member 2,752 parcels, averaging 1,500 square feet for purposes of your bid only, in the entire Class Area. For purposes of your bid only, assume 200 parcels will be soil tested and 2,000 houses* will be tested.
7. Issuance Date: August 8, 2011
8. Bidder Questions Conference Call: August 22, 2011
9. Submittal Deadline: August 29, 2011 - delivered no later than 5:00 PM CST.
10. Interview Date: September 7, 2011
11. Award(s) Date: September 14, 2011
12. Project Start Date: September 28, 2011

* As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

I. TESTING ONLY OF SOIL AND HOUSES* IN THE CLASS AREA

A. Introduction

You are referred to herein as the bidder or contractor. This Settlement involves, in part, remediation (clean-up) of property in the Class Area in and around Spelter, West Virginia, because of alleged heavy metals contamination, consisting of zinc, arsenic, cadmium, and lead (the "heavy metals"). Said contamination was allegedly caused by a former DuPont zinc smelter in Spelter. Defendant, DuPont, denies all liability. The Settlement was approved by Court Order on January 4, 2011 and provided for remediation of property in the Class Area.¹

Under this Settlement, the Honorable Thomas A. Bedell, Circuit Judge of Harrison County, West Virginia, has approved property heavy metals remediation (clean-up) for properties in Zones 1A, 1B, 2, and 3 of the Class Area (see Map in Exhibit A), except for the Grasselli properties, which were excluded from this case by the West Virginia Supreme Court of Appeals, on March 26, 2010, and are depicted in Exhibit A.

The Property Clean-Up Program provides soil and house* and commercial structure* testing and clean-up for heavy metals in Zone 1A, which generally consists of Spelter, West Virginia, and house* and commercial structure* testing and clean-up in the entire Class Area, to the extent there are adequate moneys, including Zone 1, Zone 2, and Zone 3. Soil testing and clean-up is confined to Zone 1A only. The Settlement will test eligible properties (the Grasselli properties are not included in the Settlement) and, to the extent money is available, clean soil in Zone 1A and houses* in the Class Area that have heavy metals contamination levels that are potentially hazardous to human health. The testing and clean-up will begin in Zone 1A, where the potential contamination is believed to be worse than in the outer areas, and work its way to the outer Zones. The soil in Zone 1A will be tested and cleaned first. The houses in all of Zone 1 will be tested and cleaned second, and to the extent there is money left Zone 2 houses will be tested and cleaned third, and to the extent there is money left Zone 3 houses will be tested and cleaned last.

Zone 1A is the only zone that will have soil and house* testing and remediation. Zones 1B, 2, and 3 will only have house* testing and remediation to the extent there are adequate moneys.

Zone 1A consists of approximately 227 parcels including those immediately surrounding the former zinc smelter in Spelter, and a small area of land in Eric, Meadowbrook, and New Quarters. Within Zone 1A, there are areas (Grasselli Properties) which are not included in this settlement and where testing and remediation shall not be conducted.

In addition, certain property owners have opted-out and will opt-out of having their property remediated, and these properties will not be tested or remediated.

We will be responsible for confirming Class membership for a property, classifying the Zone where it is located in the Class Area, and ordering soil (only Zone 1A) and house* testing by the successful bidder(s).

¹ All Orders may be viewed on the settlement website, www.perrinedupont.com.

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B. Key Components of the Request for Proposals (RFP)

All bid submittals shall include:

1. Price Proposal using the Uniform Price Bid Form in this RFP at Appendix B for the testing scope of work described below in Section C. The Price Proposal for toxic heavy metals testing in the above zones must be submitted on a USB flash drive or Compact Disc, and one paper copy must be provided.
2. Respond directly to your ability to conduct the testing scope of work.
3. The proposal shall be delivered to Edgar C. Gentle, III, Esq., Claims Administrator, Perrine v. DuPont Settlement Remediation Program, 501 Riverchase Parkway East, Suite 100, Hoover, AL, 35244. All documents shall be delivered no later than August 29, 2011 @ 5:00 PM CST.

C. Scope of Testing Work

Task (Property Contamination Assessment (hereinafter "PCA"))

Class member participation in the clean-up program is voluntary and on-going. Therefore the final number of structures and or properties to be sampled will not be finalized prior to this RFP response deadline. For purposes of cost estimation, it can be presumed that 2,000 commercial and residential structures will be assessed for interior heavy metals laden dust and 200 properties will be assessed for heavy metals contaminated soils.

The Property Contamination Assessment will be performed in the houses* in Zones 1A, 1B, 2 and 3 to establish the level, if any, of the heavy metals in the houses* and in the Zone 1A soil of the identified affected properties. The PCA will evaluate settled surface dusts for the heavy metals to establish current contamination levels within the houses* from specific points of interest within the houses* for comparison to previous collected data and current regulatory exposure criteria.

A Licensed Remediation Specialist (LRS) shall supervise the investigation activities to be completed under this RFP. The overriding duty of the LRS is to protect the safety, health, and welfare of the public. LRSs are certified by the State of West Virginia and are required to carry out their work in accordance with the WVDEP Voluntary Remediation Program law and regulations, which are incorporated in this RFP for reference. All additional cited regulations are so incorporated.

1. Quality Assurance Project Plan (QAPP) submittal

Prior to conducting any sampling activities, the contractor shall submit a Quality Assurance Project Plan (QAPP) in accordance with the EPA guidance EPA/240/B-01/003 March 2001 (Reissued May 2006). The EPA policy is based on the national consensus standard, ANSI/ASQC E4-1994, *Specifications and Guidelines for Environmental Data Collection and Environmental Technology Programs*. The QAPP will address site contamination characteristics, employee

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health and safety procedures, equipment and personnel decontamination procedures, investigation derived wastes management, and worker protocol for interacting with subject property owners, as well as the standard QAPP information. The contractor may elect to submit their sampling health and safety plan as part of the QAPP or as a standalone document.

The QAPP guidance document includes extensive checklists, including the following:

- Sample handling, preparation, and analysis checklist
- QAPP review checklist
- Chain-of-custody checklist.

All soil or house* samples must be properly stored and transported under strict Chain of Custody procedures in accordance with EPA guidelines. All sample containers must be provided by the analytical laboratory that will complete the analysis and be certified clean of impurities and/or residue that may contaminate the analytical results.

2. Field Quality Control Samples

Quality control ("QC") samples are collected during field studies to monitor the performance of sample collection and the risk of sampling bias or errors. Field QC samples could include the following:

Name of Sampling Organization
Sample Description
Plant:
Date:
Time:
Media:
Sample Type:
Sampled By:
Sample ID No.:
Location:
Station:
Preservative:

Equipment blank: A rinse sample of the decontaminated sampling equipment using organic/analyte free water under field conditions to evaluate the effectiveness of equipment decontamination or to detect sample cross-contamination.

Trip blank: A sample prepared prior to the sampling event and stored with the samples throughout the event. It is packaged for shipment with the samples and not opened until the shipment reaches the laboratory. The sample is used to identify any contamination that may be attributed to sample handling and shipment.

Field blank: A sample prepared in the field using organic/analyte free water to evaluate the potential for contamination by site contaminants not associated with the sample collected (e.g., airborne organic vapors)

Field split sample: Two or more representative portions taken from the same sample and submitted for analysis to different laboratories. Field split samples are used to estimate interlaboratory precision.

In addition to collecting field QC samples, other QC procedures include sample storage, handling, and documentation protocols. Chapter One of SW-846, entitled "Quality Control", contains guidance regarding both field and laboratory QC.

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3. Health and Safety Considerations

The contractor shall be responsible to conduct all work in accordance with the regulations published by the Occupational Safety and Health Administration (OSHA) at 29 CFR Part 1910 and 1926. Specifically, the contractor must comply with OSHA Regulations in Part 1910.120 that govern workers at hazardous waste sites and include requirements for training, equipment, medical monitoring, and other practices. Many sampling activities covered by this guidance may require compliance with OSHA's health and safety regulations. Specific guidance on worker health and safety is beyond the scope of this chapter; however, development and use of a project-specific health and safety plan may be required. It is the responsibility of the sampling team leader and others in charge to ensure worker safety.

Some important health and safety considerations that the contractor must address include:

- Field personnel should be up-to-date in their health and safety training.
- Field personnel should have a medical examination at the initiation of sampling activities and routinely thereafter, as appropriate and as required by the OSHA regulations. Unscheduled examinations should be performed in the event of an accident or suspected exposure to hazardous materials.
- Staff also should be aware of the common routes of exposure at a site and be instructed in the proper use of safety equipment and protective clothing and equipment. Safe areas should be designated for washing, drinking, and eating.
- To minimize the impact of an emergency situation, field personnel should be aware of basic first aid and have immediate access to a first aid kit.

The guidance manual *Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities* (OSHA 1985, revised 1998) was jointly developed by the National Institute for Occupational Safety and Health (NIOSH), OSHA, the United States Coast Guard (USCG), and EPA. Its intended audience is those who are responsible for occupational safety and health programs at hazardous waste sites.

4. Sampling and Testing Methods House* Dust Wipe Sampling and Testing (Dust Metal Loading)

Heavy metals concentrations measured by wipe samples depend on two factors:

- the amount of collectable dust on a surface, and
- the concentration of metal in that dust.

The wipe method is a recommended method for collecting dust samples on hard, smooth interior surfaces such as window sills and floors. Wipe methods are not recommended for highly textured house* surfaces such as brickwork and rough concrete or porous materials such as carpet or fabric.

Within each residence the following settled surface dust samples shall be collected to the extent feasible given the particular circumstances of each structure:

1. Two (2) samples from the attic space;
2. Two (2) samples from the floor in the highest traffic areas in the house; and
3. Two (2) samples from accumulated dust-laden surfaces or objects in the general living area of the house.

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The settled surface dust samples shall be collected from porous surfaces using the vacuum dust collection procedures. Porous surfaces can include carpet, fabric, rough or unpainted lumber, insulation, etc. Hard, non-porous surfaces can be sampled using the wipe sampling protocol. Painted surfaces that contain suspect lead-based paint should be avoided. The sampling should be biased, to the extent possible, to find contamination from areas recommended in the procedures such as fan blades, door frames, and furnace vents.

The high traffic areas of a residence should be sampled closest to the main point of entry into the structure and at the top of a stair landing. If the house is a single story structure the main point of entry and second high use area shall be selected, such as the kitchen, mud room, or shoe closet.

The dust-laden surface sampling should be conducted on a surface or article that does not generally get moved within the residence (i.e., is stationary) and is not suspected to be painted with lead-based paint. Ideally the dust-laden sampling will be conducted on surfaces or objects that provide a historical dust loading that has not been recently disturbed or cleaned.

How to Collect Dust Samples: The recommended methods are described in Chapter C of the EPA report *Residential Sampling for Lead: Protocols for Dust and Soil Sampling*, EPA 747-R-95-001 (March 1995); ASTM D6966-08 "Standard Practice for Collection of Settled Dust Samples Using Wipe Sampling Methods for Subsequent Determination of Metals"; ASTM D7144 - D5a (2011) "Standard Practice for Collection of Surface Dust by Micro-vacuum Sampling for Subsequent Metals Determination".

In addition, ASTM Methods E1792-03(2011) "Standard Specification for Wipe Sampling Materials for Lead in Surface Dust" and E1728-10 "Standard Practice for Collection of Settled Dust Samples Using Wipe Sampling Methods for Subsequent Lead Determination" should be utilized for lead sampling specifically.

In general, the wipe or vacuum sampling procedures utilize a known sample grid size to provide uniform reporting criteria (usually in micrograms per square foot) for comparison to regulatory limits and the USEPA NHEXAS survey.

Lab Tests of Dust Samples: Analyze dust samples using a West Virginia Department of Environmental Protection (WVDEP) approved laboratory recognized by EPA pursuant to Section 405(b) of the Toxic Substances Control Act (TSCA) as being capable of performing analyses for metal contaminants in dust samples. All samples shall be analyzed by Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020.

5. Sampling and Testing Methods – Surface Soil (Zone 1A Only) Sampling and Testing
ASTM has developed many informative standards on the sampling of soil, including D 4700, "Standard Guide for Soil Sampling from the Vadose Zone", and D 4220, "Standard Practices for Preserving and Transporting Soil Samples". In addition, the EPA-published guidance such as "Preparation of Soil Sampling Protocols: Sampling Techniques and Strategies" (Mason 1992) and "Description and Sampling of Contaminated Soils - A Field Pocket Guide" (USEPA 1991b). All soil samples shall be collected in accordance with Methods for the Determination of Metals in Environmental Samples, Supplement 1 (EPA/600/R-94/111) and the RCRA Waste Sampling Draft Technical Guidance Planning, Implementation, and Assessment (EPA/530-D-02-002) and USEPA Environmental Response Team Standard Operating Procedure #2012; Revision 0.0; 02/18/00, available from the internet at:

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http://www.epa.gov/region6/gpd/gp/qadevtools/mod5_sops/soil_sampling/ertisop2012-soil.pdf. The surface soil sampling process will be used to evaluate land contamination within the affected area. Soil samples will generally be collected from the uppermost layer of soil from random locations at each property.

General Sampling Procedure:

The composite sample should consist of five aliquots taken from the upper six (6) inches of soil. The aliquots will typically consist of a central sample side, surrounded by four radiating in accordance with USEPA August 2003 *Superfund Lead-Contaminated Residential Sites Handbook*. Guidelines that should be used when selecting the individual aliquot sampling locations are provided as follows:

- Locations should be selected at locations no closer than 5-feet from existing structures to minimize the potential influence of lead-based paint in the drip zone.
- Locations should be selected at locations no closer than 5-feet from existing roads, parking lots, and driveways to minimize the potential influence of lead from fuel, oils, and automotive emissions.
- Authoritatively biased locations should be selected based on areas most likely to be contaminated or those of special concern which may be identified by Class Members (i.e. children play areas, pet areas, garden plots).

Each aliquot of soil will be collected with a clean spoon (stainless steel or plastic), hand trowel or soil trier. If an organic layer is present above the soil, the duff, litter, grass, and roots will be removed. At each aliquot location, a small area will be excavated down to approximately six (6) inches into the soil. Aliquots will be composited into a stainless steel bowl. The soil will be sieved through a #10 screen (2mm) to remove gravel-sized particles then homogenized. If samples appear to have moisture content greater than 20 percent, or sieving is difficult, the sample may be air dried before sieving. The sieved, homogenized soil will be placed into glass jars provided by the testing laboratory. At a minimum frequency of one in twenty samples (five percent) a duplicate sample will be collected.

Typically, two soil samples will be collected per residential plot (i.e., one-half acre). For the purposes of contaminant assessment, the contractor shall plan on collecting two composited samples per ¼ acre of property. These samples will be analyzed in accordance by Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020.

6. Documentation of Field Activities

The contractor shall be responsible for documenting all field activities. Records of field activities should be legible, identifiable, retrievable and protected against damage, deterioration, and loss. The contractor should record all documentation in waterproof, non-erasable ink. If an error in any of these documents is made, make corrections by crossing a single line through the error and entering the correct information adjacent to it. The corrections should then be initialed and dated.

Stick-on labels of information should not be removable without evidence of the tampering. Do not put labels over previously recorded information.

Keep a dedicated logbook for each sampling project with the name of the project leader, team members, and project name written inside the front cover. Document all aspects of sample

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collection and handling in the logbook. Entries should be legible, accurate, and complete. The language should be factual and objective.

Sampling zone codes will be utilized to identify the position of the sample within the property as follows:

FY-front yard

BY-back yard

SR-Side yard on the right side of the residence (when facing the front of the residence)

SL- Side yard on the left side of the residence (when facing the front of the residence)

All samples collected within a property will be identified by the Harrison County Tax Assessor's Office Full Parcel Identification Number (PIN). This unique code will be used to link to property address and owner information.

The documentation should also include information regarding sample collection equipment (use and decontamination), field analytical equipment and the measurements, calculations and calibration data, the name of the person who collected the sample, sample numbers, sample location description and diagram or map, sample description, time of collection, climatic conditions, and observations of any unusual events. Document the collection of QC samples and any deviations from procedural documents, such as the QAPP and SOPs.

When videos or photographs are taken, you should number them to correspond to logbook entries. The name of the photographer, date, time, site location, and site description should be entered sequentially into the logbook as photos are taken. A series entry may be used for rapid aperture settings and shutter speeds for photographs taken within the normal automatic exposure range. Special lenses, films, filters, or other image enhancement techniques must be noted in the logbook. Chain-of-custody procedures for photo images depend on the subject matter, type of film, and the processing it requires. Adequate logbook notations and receipts may be used to account for routine film processing. Once developed, the slides or photographic prints should be serially numbered corresponding to the logbook

descriptions and labeled (USEPA 1992e).

7. Decontamination of Equipment and Personnel

Decontamination of sampling equipment refers to the physical and chemical steps taken to remove any chemical or material contamination. Equipment decontamination helps prevent sampling bias. All equipment that comes in contact with the sampled material should be free of components that could influence (contaminate) the true physical or chemical composition of the material. Besides the equipment used to collect the samples, any containers or equipment used for sample compositing or for field sub sampling should be free of contamination.

Equipment decontamination also prevents cross-contamination of samples when the equipment is used to collect more than one sample. Disposable equipment or the use of dedicated equipment provides the most effective means of avoiding cross-contamination; however, the use of such equipment is not always practical.

The contractor shall submit as part of the QAPP a decontamination plan for equipment and personnel that describes the project specific decontamination procedures for the sampling effort. In addition, items used to clean the equipment, such as bottle brushes, should be free of contamination.

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Sampling and decontamination will generate a quantity of wastes called investigation derived waste (IDW). The contractor shall address the handling and disposal of IDW in the QAPP and sampling plan. You must handle this material in accordance with whether it is nonhazardous or suspected of, or known to be, hazardous. You should minimize the generation of hazardous IDW and keep it separated from nonhazardous IDW. For additional guidance on handling IDW, see *Management of Investigation-Derived Wastes* (USEPA 1992f).

Decontamination of personnel and their protective gear also is often necessary during hazardous material sampling. This important type of decontamination protects personnel from chemical exposure and prevents cross-contamination when personnel change locations. The level or degree of such decontamination will depend on site-specific considerations, such as the health hazards posed by exposure to the sampled waste. The contractor shall address these decontamination procedures in the QAPP and/or health and safety plan. For additional information regarding decontamination, see ASTM D 5088, *Standard Practice for Decontamination of Field Equipment Used at Nonradioactive Waste Sites*. Another source of additional information is "Sampling Equipment Decontamination" (USEPA 1994f), issued by EPA's Environmental Response Team.

II. PRICE PROPOSAL

Use Uniform Price Bid Form in this RFP in Appendix B. A per Zone 1A soil property (assuming 1/2 acre) testing price and per Class Area house*(assuming 1,500 square feet) testing price proposal must be submitted and accompany the RFP response. The name of the firm and the date of submission shall be clearly marked at the upper right hand corner of the proposal.

The tasks in Part I, above, must be identified and budgeted for in the price proposal. A per unit price for the above tasks and a total project cost should be stated.

III. ADDITIONAL NECESSARY TERMS

1. Please provide a list of all current applicable insurance policies.
2. Please state whether or not you are a West Virginia Licensed Remediation Specialist.
3. Identify any exceptions or special conditions applicable to the proposed scope of work.
4. List the last three soil testing project jobs you performed, and the contact person details. Please do the same for the last three house testing project jobs.
5. Completion of Appendix A- Mandatory Terms, is mandatory.
6. By bidding, you also agree to the Additional Required Terms and Conditions in Appendix C.

IV. BIDDER REVIEW PROCESS

Based upon bidder presentations during the interview process and review of the RFP submissions, the Claims Administrator will determine one or more preferred candidate(s). The preferred candidate(s) will be chosen based upon the following:

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1. Responsiveness to all aspects of this solicitation;
2. Technical merit (i.e., approach detail, appropriateness of approach, experience, staff, probability of method success;
3. Ability to meet the determined schedule; and
4. Estimated total cost, fixed costs, unit costs, and contract terms and conditions.

If a negotiated contract is not achievable or funds are not available, the Claims Administrator has the option to award no contract, or to award multiple contracts, or to award a contract to bidder(s) who are not the preferred candidate(s).

Upon request, there may be an opportunity for an optional Class Area site visit. A conference call shall be held on August 22, 2011, at 2:00PM Eastern Time with the Claims Administrator to allow for any questions that you may have regarding this solicitation.

ATTACHMENTS

Appendix A: MANDATORY RFP REQUIREMENTS

Appendix B: UNIFORM PRICE BID FORM

Appendix C: ADDITIONAL REQUIRED TERMS AND CONDITIONS

Exhibit A - JUNE 27, 2011 PROPERTY CLEAN-UP ORDER

APPENDIX A:
MANDATORY RFP REQUIREMENTS

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APPENDIX A
ACCEPTANCE OF MANDATORY RFP REQUIREMENTS

FOR REQUEST FOR PROPOSAL (RFP)
FOR TESTING ONLY OF SOIL and HOUSES* IN THE CLASS AREA
IN THE PERRINE V. DUPONT SETTLEMENT

The following are the mandatory RFP requirements that shall be met by the successful bidder(s):

General

1. Bidder agrees that the response to the RFP and any subsequent documentation (best and final offer, and interview responses) shall be considered part of the final agreement and contract.

Account Management

2. Bidder will provide a representative to attend meetings as necessary in West Virginia.
3. Bidder will maintain a database regarding the testing of each and every soil parcel tested by bidder in Zone 1A, and of each every house* tested by bidder in Zone 1A, 1B, 2, and 3.
4. Bidder will assign a main contact person to interface with the Claims Administrator throughout the testing process and as long as the bidder's contract is in effect. This person will be charged with providing requested information and documentation within a twenty four (24) hour period.

Data, Systems, and Reporting

5. Bidder will accept electronic data transfer and administer information regarding testing of claimant soil or houses in a confidential manner.
7. Bidder will provide claims data to the Claims Administrator in electronic format.

Audit Rights

8. Bidder agrees to provide unrestricted testing audit rights to the Claims Administrator in relation to the testing of soil in Zone 1A, and the testing of houses* in Zones 1A, 1B, 2, and 3.

Financial Proposal

9. Bidder guarantees the financial elements of its proposal throughout the term of the contract.

*As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

Consent to Jurisdiction and Waiver of Objections

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10. Bidder, by its execution of the Agreement, submits to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Perrine, et al., v. E. I. DuPont De Nemours and Company, et al., Case No. 04-C-296-2, (the "DuPont Case") for all purposes related to or arising out of bidder's proposal to provide, or, if bidder is selected as a provider, bidder's provision of soil heavy metals testing services in Zone 1A, and house* heavy metals testing in Zones 1A, 1B, 2, and 3. In addition, Bidder hereby waives any and all objections it might otherwise assert to the aforesaid jurisdiction, venue, or authority of the Court in the DuPont Case to hear and determine any and all disputes that might arise out of or be related to the services described herein, reserving its rights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the DuPont Case.

Confidentiality Agreement

11. Bidder understands that the Court in the DuPont Case has ordered that the data resulting from any testing of soil in Zone 1A, and of houses* in Zone 1A, 1B, 2, and 3 be maintained in a confidential manner, and state that Bidder will not reveal this information to anyone outside of authorized personnel in the bidder company unless Bidder has express permission to do so from the Honorable Thomas A. Beddell or the Claims Administrator. Bidder further understands that if Bidder violates this pledge of confidentiality, Bidder is subject to being brought before the Honorable Thomas A. Beddell for investigation and possible sanctions for this breach.

Company Name: _____

By: _____
Sign Name

_____ Date

_____ Print Name of Signing Person

_____ Title With the Company

By signing the above, I, _____ hereby represent that I have the authority and power to bind _____ (company name), and that I will comply with all of the terms as set forth hereinabove.

*As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

APPENDIX B:
UNIFORM PRICE BID SUBMITTAL FORM

**Property Contamination Assessment
Uniform Price Bid Form**

NAME OF FIRM: _____
DATE OF SUBMISSION: _____

Class member participation in the clean-up program is voluntary and on-going. Therefore the final number of property soils (assume 1/2 acre each) and houses* (assume 1,500 square feet each) to be sampled for heavy metals will not be finalized prior to this RFP response deadline. For purposes of cost estimation, it can be presumed that 2,000 houses* will be assessed for interior metal laden dust and 200 properties will be assessed for heavy metals contaminated soils.

-
1. Fixed Fee to develop Quality Assurance Project Plan, Health and Safety Plan and/or other project documentation required by this RFP \$ _____
 2. Per House* price for House* Dust Wipe Sampling and Testing (Dust Metal Loading) in accordance with the RFP Statement of Work \$ _____
 3. Per House* cost for House* dust sample analysis using Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020 \$ _____
 4. Per Property price for Zone 1A Surface Soil Sampling and Testing in Accordance with the RFP Statement of Work \$ _____
 5. Per Property cost for Zone 1A soil sample analysis by Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020 \$ _____
 6. Investigation derived waste and decontamination waste stream disposal fee (if any) Per House* and Per Soil Property With Total \$ _____
 7. Project Estimate If you Obtain the Entire Award (More than one bidder May be chosen) -Not-To-Be-Exceeded Fee Quote \$ _____

NOTE: All pricing shall be based upon the Request for Proposal Statement of Work and all unit costs must include labor, materials, travel costs, meals and incidental expenses, PPE costs, and project oversight/management, and any applicable permit fees.

All analytical fees shall include sampling materials, containers, preservatives, shipping & handling charges, stock items, and all consumables.

APPENDIX C:
ADDITIONAL REQUIRED
TERMS AND CONDITIONS

- 1) A Settlement representative may accompany testing personnel on any or all of the testing trips made to the test site. The Settlement will provide the successful bidder(s) with periodic Ripe to Test Reports, listing the address of the site to be tested, its GPS coordinates, the name and phone number(s) of the property test contact person, a statement of whether the soil and house* is to be tested or just the house*, and the name and phone number of the Settlement contact person, if any, who will meet testing personnel at the test site.
- 2) All testing personnel must conduct themselves in a polite professional manner, regardless of the attitude, demeanor, or actions of the homeowner.
- 3) Periodic safety/communication meetings should be held by testing lab field employees. OSHA safety topics, specific client/job topics, employee concerns, and learned skills should be shared in this brief meeting. Documentation of what was discussed and a signed roll sheet should be submitted to the Settlement Office by the next working day. The Settlement Office should have adequate notice to attend these meetings and have the opportunity to comment on the progress, quality, concerns and successes that have been experienced.
- 4) If conflicts or concerns are brought to light, the testing personnel should be non-confronting, polite, brief, and if necessary, leave the premises if the situation dictates. Every conflict should be immediately reported to the Settlement/Resolution office.
- 5) We want the landowner or their representative present during the testing.
- 6) Every field employee must "Be nice", state their intentions when requested by the claimant, and, explain their actions and expectations, clearly and briefly if requested. We should always let the homeowner know what to expect next, and thank them for allowing the intrusion.
- 7) At no time are we asking the testing personnel to have or express an opinion on any issue of the Class Action Settlement. In fact, we recommend that they keep their personal opinions private. In the event that the testing personnel makes a promise, they are bound by their word, and they may be required to keep it possibly at their own expense.
- 8) Any damages caused by the testing company must be quickly and completely repaired, replaced, or settled by the testing company. The successful bidder will be fully bonded. Please provide proof.
- 9) The Settlement Office will not accept inappropriate or illegal behavior from the testing lab or its personnel.
- 10) Items to be submitted to the Settlement Office by the testing company:
 - (a) Current personnel list with supervision noted and contact phone numbers.
 - (b) Safety meeting documentation as provided above.
 - (c) For each property as it is tested:
 - 1) Two photographs of the tested property from the road.
 - 2) Name and mailing address and phone number of homeowner.
 - 3) Post-testing comments.
 - 4) Test results including identifying areas of concern.

EXHIBIT A TO RFP:
JUNE 27, 2011 PROPERTY REMEDIATION
CLEAN-UP ORDER

FROM

(1404) JUN 27 2011 1 21:27 PM. 10125 PM. 000025-101 2 2

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA
LENDRA PERRINE, et al., individuals
residing in West Virginia, on behalf of
themselves and all others similarly situated,
Plaintiffs,

v.

Case No. 04-C-286-2
Thomas A. Bedell, Circuit Judge

E.I. DU PONT DE NEMOURS AND COMPANY, et al.,
Defendants.

FINAL ORDER ESTABLISHING PROPERTY REMEDIATION (CLEAN-UP)
PROGRAM

Presently pending before the Court is the issue of the design and implementation of the Property Remediation (Clean-Up) Program. The Claims Administrator reports that, after payment of previously Court approved Class Counsel fees and expenses, initial property remediation program start-up expenses pursuant to the Court's previously approved initial budget, and reasonable contingencies, there is approximately \$34 million remaining in the Perrine DuPont Property Remediation Settlement Fund to fund the Class Area property remediation program described in this Order. The Court takes judicial notice of prior testimony of Class Counsel expert, Dr. Kirk Brown, that \$57 million may be required for the clean-up. Therefore, a prudent, deliberate and frugal clean-up program is a necessity.

The property remediation program is one of the two types of relief agreed to by Class Counsel and DuPont in the Settlement November 18, 2010 Memorandum of Understanding, as approved by this Court's January 4, 2011 Final Order Approving the

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Settlement. Medical Monitoring, the other portion of the Settlement, is addressed in other Orders of this Court.

The following steps were taken to accord the Property Class Members procedural due process and to afford them maximum input in the design of the property remediation program: (i) Property Class Members were first invited by letter and publication to two weeks of town meetings at the Spalter, West Virginia Volunteer Fire Station, where the Settlement Claims Office is located, held during the weeks of February 28 and March 7, 2011, which were timely held, with the Claims Administrator and Mr. Marc Glass, the Settlement property remediation expert approved by the Court, outlining the parameters of a possible property clean-up program; and receiving initial Class Member input on property clean-up program design; (ii) utilizing the input from Property Class Members at the town meetings, on April 9, 2011, the Claims Administrator mailed the Class Members a questionnaire inviting them to provide their further input in property program design, with 340 Class Members timely completing and returning the questionnaire by May 1, 2011; (iii) the Claims Administrator mailed a letter to the Property Class Members on May 16, 2011, providing them with the results of the questionnaire answers, outlining the Claims Administrator's initial recommendations on property clean-up program design, and inviting the Class Members to the Court Fairness Hearings on property clean-up program design on June 2 and 3, 2011; and (iv) the Court then conducted these two days of Fairness Hearings, at which the Claims Administrator and the Settlement property remediation expert outlined a possible remediation program and answered Class Member questions, and a realtor and a physician described possible Class Area property value and Class Area resident health benefits from a property remediation program, and all attending Class

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Second, there is no punitive damages award in the Settlement. The Settlement between the Parties provided funds for a medical monitoring program and a remediation program. All other claims which were a part of the Complaint were eliminated by the Memorandum of Understanding between the Parties, and the prior judgment in this case was vacated by prior Order of this Court.

Next, the Court **ORDERS** that there will be no "cash" option for Class Area property owners to choose instead of remediation. Although some individuals have expressed the opinion that a clean-up of Class Area properties would somehow be wasted, the Court does not share this opinion. After listening to the testimony at trial and reviewing thousands of pages of materials during the nearly eight (8) years this case has been before the Court, the Court determines that certain parts of the Class Area are potentially hazardous to human health.

The property remediation program under the Settlement should provide the safest environment it can for the inhabitants of the Class Area, based on the \$34 million available. If the Court provided a "cash" option instead of a clean-up, much of the potentially hazardous contamination in the Class Area would remain for generations to come. Therefore, the funds available for remediation of Class Area properties through the Settlement will be used solely for clean-up related expenses, as further defined in this Order.

Further, the Court notes that even if the property remediation program only removed one-half of the Class Area contamination, the Class Area would be safer than it is today. Additionally, hazardous materials testing and cleaning will remove much of the

uncertainty that currently exists about the safety of houses¹ throughout the Class Area, and soils in Zone 1A. The Settlement offers the only known chance for property remediation for the Class Area, and forgoing that chance to clean the area with a cash payment that could quickly dissipate without any lasting benefit to the Property Class would be unjust.

1. Class Definition

On December 21, 2006, the Court adopted the following definition for the Property Class:

THOSE WHO CURRENTLY OWN, OR WHO OWN OR AFTER DECEMBER 1, 2008 HAVE OWNED, PRIVATE REAL PROPERTY LYING WITHIN THE CLASS AREA DEFINED BELOW ("PROPERTY CLASS") ... Exclusions (1) If you owned property only before December 1, 2003 or only after September 14, 2009 (the Date of entry of the Order Granting Class Certification), you are not a Property Class member.

Individual Notice to Class Members, Dated December 21, 2006, by the Hon. Thomas A. Bedell. Subsequent to the adoption of this Class Definition, important Court Orders, the ruling of the West Virginia Supreme Court of Appeals, and the Settlement itself have necessitated a revision of this Class Definition:

First, the so-called Grasselli properties were excluded by Order of this Court, in 2007, and again by the ruling of the Supreme Court of Appeals on March 26, 2010, as follows:

A review of the Grasselli deeds reveals that the deeds utilized plain language to clearly express the intent of the parties. Notably, the Grasselli deeds were executed as part of the settlement of numerous lawsuits brought against Grasselli by local land owners seeking to recover damages caused by hurricanes, gases, and dust emitted from the smelter. In exchange for settling these claims, the deeds, in plain language, released Grasselli and its successors and assigns from all actions for losses of "every kind whatsoever" caused by

houses, in this Order, includes permanent houses, commercial dwellings and mobile homes which are fit for human occupancy as defined by the Claims Administrator.

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the "past, present or future" operation of the plant or caused by "any substances or substances in the past, present or future," emanating from the plant. The deeds further grant Grasselli and its successors the "free and perpetual right" to discharge, or permit to escape onto the off-site lands of the grantors, the substances specified therein. Finally, the deeds provide that the release and exonerations "shall run with [the] land" to the benefit of Grasselli and its successors. Not only do the Grasselli deeds utilize unmistakable language, but we additionally find notable the fact that the deeds were executed in the settlement of actions brought by area landowners seeking compensation for damage to their property caused by the substances emanating from the smelter. This fact leaves no doubt that the parties to the Grasselli deeds understood that they were agreeing to the continued discharge of harmful substances onto their properties, even if they did not know the exact composition of those substances.

Parline v. E.I. du Pont de Nemours and Co., 225 W.Va. 402, ___, 894 S.E.2d 816, 842-846, (2010).

By ruling of the West Virginia Supreme Court of Appeals, issued March 26, 2010, the so-called Grasselli tracts are not part of the Property Remediation Class. Parline v. E.I. du Pont de Nemours and Co., 225 W.Va. 402, 894 S.E.2d 816, 842-846 (2010). In the same way that an employee cannot contravene the direction of his employer, the Circuit Court of Harrison County is powerless to change the exclusion of the Grasselli tracts because the Supreme Court has ruled those tracts are excluded. Therefore, this Court does not have the ability to include the Grasselli tracts in the Property Remediation Program.

At the Fairness Hearing, some of those standing expressed strong opinions about the perceived unfairness of the exclusion of the Grasselli properties from the Property Class. The Court is sympathetic to those complaints, and agrees that cleaning up the properties in the Class Area, including the Grasselli properties, would both improve property values and human health. However, the West Virginia Supreme Court of Appeals has spoken, making the exclusion of the Grasselli properties the final decision on this issue.

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Accordingly, the so-called Grasselli properties are not included in the property remediation program, and the owners of the Grasselli properties are not members of the Property Class.

Next, the Court notes that at the time the 2006 Class definition was established, the Plaintiffs had a claim for property damage in addition to the claim for property remediation. There was no property damages Jury Verdict in the 2007 trial. Therefore, there are no monies available to pay for property damages.

Finally, the Court notes that the voluntary Settlement, as contemplated by the Memorandum of Understanding, entered into on November 19, 2010, and finalized by the "Final Order Approving Settlement," entered by the Court on January 4, 2011, eliminated the claims for punitive damages. The only funding agreed to by the Parties was for property remediation, attorneys' fees and expenses, and medical monitoring.

Because there are no funds for punitive damages and no funds to compensate for property damages, there are no funds to pay past owners of Class Area properties. Accordingly, the property remediation program can only benefit the current owners of eligible properties in the Class Area. There is no money available for a "cash payment" in lieu of a remediation of affected properties. The only money available is designated for the remediation of Class Area properties.

Accordingly, upon its own motion, the Court hereby modifies the definition of the Property Class to be as follows:

Members of the Property Class are current owners of eligible Class Area properties, as previously identified by Class Counsel within the Class Area boundary. A current owner is defined as the owner of the property on the date that this Order is entered. If property is sold between the date of entry of this Order and the date of execution of the Property Remediation

Program as to that specific property, i.e. the testing and clearing, if necessary, of that property, the benefits conferred by the Settlement and the Program inure to the new owner, not the old owner, thereby running with the land. Further, the properties identified in Court documents and fully described as the "thirty-two tracts" or the "Grassall Properties" are excluded from the Property Remediation Program, by Order of this Court and by the ruling of the West Virginia Supreme Court of Appeals.

I. Clean-Up Specifications

The Claims Administrator shall define and set clean-up specifications to clean any contaminated properties to a standard that is reasonably determined to be safe for human occupancy. As described below, and in accordance with the expert testimony of Dr. Kirk Brown in the record, potentially contaminated properties are (i) the soil on Class Member property in Class Area Zone 1 A; and (ii) the houses on Class Member property in the entire Class Area (Zones 1A, 1B, 2 and 3).

II. Sign-Ups, Bureaucracy, and Claim Forms

The Claims Administrator shall establish a sign-up program in the most efficient manner to provide an opportunity for eligible Property Class Members to take part in the Remediation Program.

The sign-up period shall be from July 11, 2011 through October 10, 2011, inclusive, with the Claims Administrator to mail to Property Class Members the Claim Form substantially in the form of Exhibit A, together with the invitation letter in Exhibit A to the below described town meetings, on June 27, 2011, to the extent practicable, (with Zone 1A Class Members to receive the additional letter provided). Late registrants shall be admitted to the property clean-up program for good cause, at the discretion of the Claims Administrator. To facilitate the sign-up process, there shall be town meetings at the Speller

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Volunteer Fire Station from July 11 through 16, 2011, inclusive, with a morning, mid-day and evening session, each day.

Following the expiration of the sign-up period, and based upon the sign-up results, the Claims Administrator shall provide to the Court for review and possible approval a property remediation program budget.

IV. Remediation Program Design

The Claims Administrator shall procure one or more licensed, bonded, and experienced companies to test and/or clean Class Area houses and land for hazardous petroleum, arsenic, lead and zinc contamination via a public bidding process. Each eligible parcel of soil or house (as described above) will be tested before any remediation, so that only contaminated properties are cleaned with Settlement funds, and property owners shall receive confidential written confirmation of the contamination status of their home after testing. The Claims Administrator shall start testing as soon as possible on a rolling basis after sign-ups begin, to move the property remediation program forward. Respecting house and soil testing results confidentiality, the Court makes the following findings.

House test results shall remain confidential, with the house, itself, reasonably containing any contamination, so that a Class Member's right to house test results privacy takes priority over a neighbor's interest in the test results. Soil test results confidentiality is more problematic, with soil being the major source of continued Class Area toxic metals dispersal, so that a neighbor has a reasonable interest in knowing the soil test results from adjoining properties. An individual's right to privacy cannot be ignored, however. Therefore, soil test results shall be subject to the following confidentiality rules:

Those having their soil tested:

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- (i) Can elect to make the results public by checking the appropriate box on the Claim Form; or
- (ii) Can elect potentially to keep their test results private by checking the appropriate box on the Claim Form. If the soil test results are negative, they will be available to a contiguous land owner who signs a Claims Administrator Confidentiality Agreement. If they are positive, then a contiguous land owner can request them by completing the Confidentiality Agreement, and the Claims Administrator will request permission from the tested Class Member to release them. If the Class Member refuses, then the Court will address the issue at that time.

The remediation program shall begin in Zone 1A, with soil clean-ups taking priority over house clean-ups due to the public and potentially more dangerous nature of contaminated soils. The Court reserves judgment on whether soil clean up should be mandatory or optional. House clean-up will be optional, as the house, itself, largely keeps any contamination from spreading to adjoining properties or houses.

The Claims Administrator shall take reasonable measures to encourage all Zone 1A Class Members to participate in the soil remediation program. For Class Members who participate voluntarily, this issue is moot. If a Class Member is hesitant to participate, the Claims Administrator shall encourage the Class Member to have his soil tested at the expense of the Settlement. If the test is negative, then the issue is moot. If the test is positive, then the Claims Administrator shall encourage the Class Member to participate in soil remediation for the benefit of the Class Area and its residents. If the Class Member refuses, then the Court shall address the matter at that time, when it will be ripe.

After addressing Zone 1A soils, the Program will then move to the cleaning of houses, again starting in Zone 1A, and working outwards, to Zone 1B, Zone 2, and Zone 3, respectively.

With respect to payments for annoyance and inconvenience in participating in the property clean-up program, the Court **ORDERS** the following:

Owners of eligible properties in Zone 1A, regardless of size, in recognition of the annoyance and inconvenience caused by the soil clean-up, shall receive five thousand dollars (\$5,000) per property. This amount shall be divided into two payments, one at the time of verification of a claim for remediation of eligible Zone 1A soil, and one at the time of testing and completion of remediation of the Zone 1A soil, and/or certification that the property is safe and does not need to be remediated. The first payment shall be one thousand dollars (\$1,000). The second payment shall be four thousand dollars (\$4,000). Soil that is remediated shall be evidenced by a confidential written Certificate of Completion provided to the Class Member.

Owners of eligible houses which are fit for human occupancy, as reasonably determined by the Claims Administrator, and any commercial structures fit for human occupancy, as reasonably determined by the Claims Administrator, which are regularly occupied by people, in all three Zones, i.e., the entire Class Area, shall receive a total of five hundred dollars (\$500) per home or commercial structure. The payment shall be divided into two parts: the first payment shall be one hundred dollars (\$100) at the time the claim is verified, and the second payment shall be four hundred dollars (\$400) which shall be paid at the time of testing and completion of remediation of the house, or certification that the house is safe and remediation is not needed. Houses that are remediated shall

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be evidenced by a confidential written Certificate of Completion provided to the Class Member.

The property remediation program and the related annoyance and inconvenience payments shall be based on each individual parcel for tax identification purposes in the Class Area, with the parcel owner(s) noted in the Harrison County, West Virginia, tax rolls to be presumed to be the owner(s) of the property for purposes of this program, absent contrary written proof as reasonably determined by the Claims Administrator. For example, if a Class Member owns more than one eligible lot or parcel that are next to each other and assessed for property taxes together, only one annoyance and inconvenience payment will be made for the property's house(s) or soil (in Zone 1A only) if the Class Member qualifies the affected property. If a Class Member has more than one eligible lot or parcel assessed separately, then multiple annoyance and inconvenience payments will be made if the Class Member qualifies the affected properties.

Funds for the property remediation program are limited. The Claims Administrator shall prioritize the use of funds as follows:

1. First, every verified and eligible property owner, whether of soil in 1A or a house or commercial structure fit for human occupancy in the entire Class Area, shall receive their annoyance and inconvenience payment and shall have met property and/or house tested, and shall be informed of the results confidentially and in writing*. This step of the program takes ultimate priority over cleaning.

*Some Class Area property owners not located in Zone 1A have requested that their soil be tested even though Dr. Brown has advised that this is not necessary. Even though soil clean-up outside Zone 1A is not part of the property clean-up, the Claims Administrator will allow a non-Zone 1A property owner to have his soil tested using part of his annoyance and inconvenience payment for this purpose by checking a box on the Claim Form.

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because owners of eligible properties must be informed of the contamination status of their properties. Some properties will not need any cleaning, and informing owners that their soils or houses are safe will remove a lot of uncertainty about Class Area properties.

2. Next, the soil in Zone 1A shall be remediated to the extent necessary to make Zone 1A safe for human occupancy.
3. Next, the houses and commercial structures fit for human occupancy in Zone 1 (Zone 1A and Zone 1B) shall be remediated.
4. Next, to the extent there are adequate funds, the houses and commercial structures fit for human occupancy in Zone 2 shall be remediated.
5. Finally, to the extent there are adequate funds, the houses and commercial structures fit for human occupancy in Zone 3 shall be remediated.

There may not be adequate funds to carry out all five steps above.

Thereafter, any extra remediation funds shall be distributed equally to all participants in the property remediation program, as defined by the further Order of this Court.

Further, the Court recognizes that the funds provided to remediate properties may not reach remediation of contaminated houses in Zones 2 and 3. If those properties cannot be remediated through the Settlement, they shall at least be tested and the owners shall be informed of the test results confidentially and in writing according to the prioritization schedule enumerated, *supra*.

The Claims Administrator shall provide confidential written Certificates of Cleanliness to the owners who participate in the property remediation program for properties that are tested and found to be safe or not safe for human occupancy.

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regardless of whether the properties are safe at the time of testing or after remediation.

The Claims Administrator shall provide monthly updates on the progress of the property remediation program to the Court and the Finance Committee, and via distribution to the Press as well as publication on the Settlement website.

Further, as the property remediation program progresses, if cleaning necessitates that a house owner leave their house for a short period of time while the soil (in Zone 1A) or house (in the Class Area) is remediated, the property remediation program shall fund local hotel stays for owners and vet or pet sitter stays for pets, at a reasonable rate, to the extent necessary.

Next, the Court notes that certain Class Area property owners have requested funds to perform remediation of their properties on their own. The Court denies this request. The removal of hazardous metals must be done by qualified professionals, who, by thorough testing, will certify to property owners that contamination has been removed. If the Court allows owners to undertake this type of cleaning on their own, there would be no guarantee that necessary cleaning would be accomplished, no guarantee that contamination would be removed, and there could be resulting damage to property or human health. The potential heavy metal contamination in the Class Area involves potentially dangerous carcinogens, and the clean-up of these metals should be done by experts.

The Court also notes that some Class Area property owners have requested reimbursement for claimed past renovation expenses. The property remediation program cannot and shall not provide reimbursement for past expenses related to renovation of Class Area properties. First, the Court and Claims Administrator would have an extremely

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difficult time in setting a fair value for any past expenses or renovations. Also, past renovation efforts likely had more than one purpose, such as adding to or improving living space, which is not part of the property remediation program, and it would be unfair to reimburse individuals for added or improved living space when other Class Members will not receive such benefits. Finally, without participation in the program and thorough testing by professionals, the Court cannot know if past amateur renovation efforts actually removed any contamination, so all eligible area properties need to be tested.

The Claims Administrator shall exercise the discretion in establishing and administering the property remediation program, with the supervision and oversight of the Court. Any property remediation program disputes between Class Area property owners and the Claims Administrator, following reasonable mediation and reconciliation efforts by the Claims Administrator, will be resolved by the Court.

Provided that the Claims Administrator, his staff and employees, act in substantial compliance with this Order, the Claims Administrator, and his staff and employees, are hereby granted judicial immunity.

Further, the Court ORDERS that this is a Final Order pursuant to Rule 84(b) of the West Virginia Rules of Civil Procedure and that this Order constitutes a "final judgment [as] there is no just reason for delay," and the Court hereby makes "an express direction for the entry of judgment."

IT IS SO ORDERED.

Finally, the Clerk of this Court shall provide copies of this Order to the following:

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THOMAS A. REDELL, Judge
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FROM

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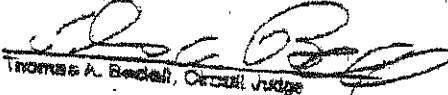
David E. Thomas, Esq.
James S. Arnold, Esq.
Stephanie Thacker, Esq.
Allen Guthrie & Thomas, PLLC
500 Lee St., East, Suite 800
P.O. Box 3394
Charleston, WV 25333-3394

Edgar C. Gentile, III, Esq.
Michael A. Jacks, Esq.
Gentile, Turner, & Sexton
55 E Street
P.O. Box 257
Spelter, WV 26438
Special Master and Claims
Administrator

Meredith McCarthy, Esq.
901 W. Main St.
Bridgesport, WV 26330
Quersiem ad item

Virginia Buchanan, Esq.
Levin, Papamonte, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32501

ENTER Jan 27, 2011


Thomas A. Beckell, Circuit Judge

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DENIED, MILWAUKEE, WISCONSIN FAX: 414-224-4386
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TWO LETTERS (ONE LETTER FOR ALL POTENTIAL PROPERTY CLASS MEMBERS AND AN ADDITIONAL LETTER FOR ZONE 1A CLASS MEMBERS ONLY) INVITING PROPERTY CLASS AREA MEMBERS TO JULY 11 TO 16, 2011 TOWN HALL MEETINGS AND PROPERTY REMEDIATION (CLEAN-UP) CLAIM FORM.

LETTER TO ALL CLASS AREA PROPERTY OWNERS

PERRINE DUPONT SETTLEMENT
SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE
55 B. STREET
P.O. BOX 257
SPELTER, WV 26438
304-622-7443
1-800-345-0837
Fax: 304-622-7447 or 205-716-3810
www.perrinedupont.com
perrinedupont@gstancilaw.com

June 25, 2011

Re: *Registration for House Clean-Up Program*

Dear Potential Property Program Class Member,

THIS LETTER INVITES YOU TO A TOWN HALL MEETING AT THE SPELTER FIRE STATION WHERE WE WILL DESCRIBE THE PROPERTY CLEAN-UP PROGRAM AND HELP YOU WITH YOUR PAPERWORK TO REGISTER YOUR PROPERTY FOR THE PROGRAM.

On June, __, 2011, the Circuit Court of Harrison County entered the Final Order Establishing Property Remediation (Clean-Up) Program (the "Order") which established the property clean-up program (the "program") described by this letter. Based upon the information provided to us through the lawsuit, we believe that one or more of your properties may be eligible for the Program.

We have attached a Claim Form, and you must fill out your Claim Form for your property to be part of the Program, which will entitle you to an annoyance and inconvenience payment as described below, as well as testing of your house for arsenic, lead, cadmium and zinc (the "tested metals"), and to the extent necessary and to the extent we can afford it, cleaning of your house.

2011. As each house is registered, we will test it for the tested metals. Thereafter, we will begin cleaning houses and soil in Zone 1A, around Spatter. Then, we will begin cleaning the houses in Zone 2, including areas such as Gypsy and Hepzibah. Thereafter, we will begin cleaning the houses in Zone 3, including areas such as Arlington, Lumberport, and Shinnston.

Every eligible house which we confirm as part of the Program will entitle the owner of owners to a five hundred dollar (\$500) payment. If there are multiple owners, the money will be shared equally among them. The money will be split into two payments, the first will consist of one hundred dollars (\$100) which will be paid at the time the Claim for the house is verified, and the second payment will consist of four hundred dollars (\$400) at the time the house is tested for hazardous contamination and cleaned if necessary. You get to keep the five hundred dollar even if your property does not need to be cleaned.

If your house is tested and deemed safe, you will receive a Certificate describing your property as safe. Alternatively, if your house tested metals results are positive, after your house is cleaned, you will receive a Certificate of Completion describing your house as safe.

WE CANNOT GUARANTEE THAT YOUR HOUSE WILL BE CLEANED DUE TO LIMITED FUNDING. HOWEVER, EACH HOUSE VERIFIED AS ELIGIBLE WILL BE TESTED AND THE OWNER(S) OF THAT HOUSE WILL RECEIVE FIVE HUNDRED DOLLARS (\$500) AS AN ANNOYANCE AND INCONVENIENCE PAYMENT FOR THAT HOUSE.

We hope that we will be able to test and clean every verified house, however, according to the Order, we must first test everyone, then clean the soil in Zone 1A, and then work through the houses in Zone 1, to Zone 2, and then to Zone 3. This is because the most potentially contaminated areas are closest to the former zinc smelter site and they have been given priority in the program.

The program does not provide any money for former owners of property in the Class Area. It also does not provide any money or testing for or cleaning of the so-called Grasselli properties. Finally, the program does not provide any reimbursement for owners of properties who claim to have renovated their properties on their own. According to the Order, we must test each house to make sure that it is safe, even if the owner believes it to be safe and has already done some renovations or cleaning of the property.

There is no cash option instead of the program. You do not have to participate in the program, but if you do not, you will not receive anything from the property clean-up portion of the Settlement.

If you own eligible property that includes soil in Zone 1A, you are receiving an additional letter in this package about the soil clean-up program.

At the conclusion of the program, any leftover money will be distributed equally to the property owners who participate.

If you have any questions, please come by our office, call us, or send us an email.

Yours very truly,

Ed Gentile,
Claims Administrator
(304) 622-7443
(205) 716-3000
1-800-345-0637 (toll free)
permedupont@grancislaw.com

FROM:

RECEIVED: DATE: 10/10/2011

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LETTER TO PROPERTY OWNERS IN ZONE 1A ABOUT SOIL CLEAN-UP ONLY

PERRINE DUPONT SETTLEMENT
SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE
56 E. STREET
P.O. BOX 257
SPELTER, WV 26438
304-622-7442
1-800-345-0857
Fax: 304-622-7447 or 205-716-3010
www.perrinedupont.com
perrinedupont@gtandslaw.com

June 25, 2011

Re: Registration for Soil Clean-Up Program

Dear Potential Property Program Clean-Up Class Member,

We are sending you two (2) letters, the first describes the Property Clean-Up Program in general terms and applies to all eligible properties that are homes or commercial structures which are fit for human occupancy in the entire Class Area and invites you to Town Hall Meetings to learn about the Property Program and register your property.

This letter pertains to soil testing and clean-up in Zone 1A only.

On June 25, 2011, the Circuit Court of Harrison County entered the Final Order Establishing Property Remediation (Clean-Up) Program (the "Order") which established the property clean-up program (the "program") described by this letter. Based upon the information provided to us through the lawsuit, we believe that one or more of your properties may be eligible for the program and we believe that at least one of your properties is in Zone 1A and is eligible for soil clean-up.

We have attached a Claim Form, and you must fill out your Claim Form for your soil in Zone 1A to be part of the program, which will entitle you to an annoyance and inconvenience payment as described below, as well as testing, and to the extent necessary

and to the extent we can afford it, cleaning of your soil if it is hazardous to human health. Completion of your Claim Form for eligible Zone 1A property will also entitle you to testing and clean-up (if contaminated) of the house if it qualifies.

TO BE ELIGIBLE FOR THE PROGRAM, YOU MUST SUBMIT YOUR CLAIM FORM, FULLY COMPLETED AND WITH THE NECESSARY DOCUMENTATION AS DESCRIBED BELOW, BY OCTOBER 10, 2011.

Property Clean-Up Program Soil Summary

The Order fully describes the program and is available on our website, www.penninecleanup.com. The Order requires us to obtain a Claim Form for each eligible property in the Class Area that has soil in one 1A.

In addition to the fully completed Claim Form, each soil owner in Zone 1A must sign the Claim Form, and we must have a copy of the most recent property tax ticket or receipt from Harrison County for the property, as well as a copy of each owner's photo identification.

We will test the soil of each property in 1A once the owner signs up for the program.

The program will begin with a sign-up program from July 15, 2011, to October 10, 2011. As each property is registered, we will test it for arsenic, lead, cadmium, and zinc (the "tested metals"). Thereafter, we will begin cleaning houses and soil in Zone 1A; around Spelter. Thereafter, we will begin cleaning the houses in Zone 1B and Zone 2, including areas such as Gypsy and Hepzibah. Thereafter, we will begin cleaning the houses in Zone 3, including areas such as Arlington, Lumberport, and Shinnston.

Completion of a Claim Form for each eligible property which has soil in Zone 1A which we confirm as part of the program will entitle the owner or owners to a five thousand dollar (\$5,000) payment. If there are multiple owners, the money will be shared equally among them. The money will be split into two payments, the first will consist of one thousand dollars (\$1,000) which will be paid at the time the Claim for the Zone 1A soil is verified, and the second payment will consist of

¹House, in this Order, includes permanent houses, commercial dwellings and mobile homes which are fit for human occupancy as defined by the Claims Administrator.

four thousand dollars (\$4,000) at the time the soil is tested for and remediated of hazardous contamination (if necessary). You get to keep the five thousand dollars even if based upon our test your soil does not need to be cleaned. You will receive the soil test results from us in writing.

If your soil is tested and deemed safe, you will receive a Certificate describing your property as safe. Alternatively, if the tested metal levels require soil clean-up, after your soil is cleaned and is safe, you will receive a Certificate of Completion describing your soil as safe.

WE CANNOT GUARANTEE THAT YOUR SOIL WILL BE CLEANED DUE TO LIMITED FUNDING. HOWEVER, EACH ZONE 1A PROPERTY VERIFIED AS ELIGIBLE WILL HAVE ITS SOIL TESTED FOR CONTAMINATED SOIL AND THE OWNER(S) OF THAT PROPERTY WILL RECEIVE FIVE THOUSAND DOLLARS (\$5,000) TOTAL AS AN ANNOYANCE AND INCONVENIENCE PAYMENT, FOR THAT PROPERTY. NOTE THAT SOIL CLEAN-UP IN ZONE 1A HAS THE FIRST PRIORITY IN THE PROGRAM.

We do not know if the soil clean-up in Zone 1A will become mandatory. We are first going to see how many people will voluntarily have their soil tested to see if it needs to be cleaned. Such voluntary participation will include the five thousand dollar (\$5,000) annoyance and inconvenience payment described above.

Additionally, the confidentiality rules for soil test results are as follows. First, if you decide to make your test results public, by checking the box on the Claim Form, your soil test results will be public. Second, if you choose to keep your soil test results confidential, and the results are negative, meaning your soil is safe and will not be cleaned, any adjoining land owner (i.e. next door neighbor) who signs a confidentiality agreement will be allowed to see the results, but to keep them confidential. If your soil test results are positive, meaning your soil must be cleaned, any adjoining land owner may request the results if they sign the confidentiality agreement, and if you agree, they will be provided to the adjoining land owner, but are to be kept confidential. If you do not agree, the issue will be decided by the Circuit Court.

The program does not provide any money for former owners of property in the Class Area. It also does not provide any money for testing for the so-called Grasselli properties. Finally, the program does not provide any reimbursement for owners of properties who claim to have renovated

FROM: (MON) JUN 27 2011 10:13:55/ET. 10:13:55/ET. 0000720101 P 27

DE: ILL, PHACIL, HARRY FAX: 2011072506

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their properties on their own. According to the Order, we must test each property to make sure that it is safe, even if the owner believes it to be safe and has already done some renovations or cleaning of the property.

There is no cash option instead of the program.

At the conclusion of the program, any leftover money will be distributed equally to the property owners who participate.

WE INVITE YOU TO THE JULY 21 TO 16, 2011 TOWN HALL MEETINGS DESCRIBED IN THE OTHER ENCLOSED LETTER. AT THE MEETINGS, WE WILL REVIEW THE PROGRAM IN DETAIL AND WILL BE AVAILABLE TO HELP YOU COMPLETE THE CLAIM FORM.

If you have any questions, please come by our office, call us, or send us a fax or an email.

Yours very truly,

Ed Gentle,
Claims Administrator
(304) 622-7443
(205) 715-3300
1-800-345-0837 (toll free)
edgentle@edgentlelaw.com

**HOUSE AND SOIL CLEAN-UP PROGRAM
REGISTRATION FORM**

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
C/O SPELTER VOLUNTEER FIRE DEPARTMENT
55 B. ST., P.O. BOX 257, SPELTER, W. Va. 26438
1-800-345-0857 OR 1-304-622-7443 OR 1-205-716-3000
FAX: 1-304-622-7447 OR 1-205-716-3010
www.perrinedupont.com
perrinedupont@gtandslaw.com

THIS FORM ONLY APPLIES TO PROPERTY OWNERS OF ELIGIBLE PROPERTY WITHIN THE CLASS AREA, WITH A COPY OF THE CLASS AREA MAP AND OF THE EXCLUDED GRASSELLI PROPERTIES BEING ATTACHED.

THE PROPERTY CLEAN-UP PROGRAM DOES NOT APPLY TO THE GRASSELLI PROPERTIES (THAT ARE DEFINED IN THE COURT'S FINAL 2011 PROPERTY REMEDIATION (CLEAN-UP) PROGRAM ORDER).

A. TO QUALIFY FOR THE HOUSE CLEAN-UP PROGRAM, YOU MUST OWN A CLASS AREA HOUSE OR MOBILE HOME THAT IS FIT FOR HUMAN OCCUPANCY OR A CLASS AREA COMMERCIAL STRUCTURE THAT IS FIT FOR HUMAN OCCUPANCY AND REGULARLY OCCUPIED BY PEOPLE.

B. TO QUALIFY FOR THE SOIL CLEAN-UP PROGRAM, YOU MUST OWN PROPERTY IN ZONE 1A OF THE CLASS AREA. We have included a separate letter to Zone 1A Class Members with their copy of this Claim Form.

IF YOU DO NOT OWN CLASS AREA PROPERTY, PLEASE DO NOT COMPLETE THIS FORM.

YOU MUST COMPLETE AND SUBMIT THIS FORM BY OCTOBER 11, 2011, OR YOU WILL RECEIVE NOTHING FROM THE PROPERTY CLEAN-UP SETTLEMENT. THIS FORM IS TO BE PREPARED PER PROPERTY AND NOT PER PERSON. IF YOU OWN MORE THAN ONE ELIGIBLE PROPERTY YOU WILL NEED TO FILL OUT A CLAIM FORM FOR EACH PROPERTY.

¹ Court Orders pertaining to the clean-up program can be found on the settlement website www.perrinedupont.com. Please see Attached Class Area Map, and the attached map showing the excluded Grasselli properties.

Please note that having more than one lot or parcel that are next to each other and assessed for property taxes together does not require filling out more than one Claim Form, because they are one property under the program. But, separately assessed properties are separate properties under the program. For example, if you own one eligible property in Shinnston and one eligible property in Spelter you will need to fill out two Claim Forms. But, if you own three lots next to each other in Spelter you only need to complete one Claim Form.

You may submit this Claim Form by mail, fax, email, or hand delivery. For help with this Claim Form, you may call 1-800-346-0837 OR 1-304-622-7443 OR 1-205-716-3000, visit our office in the Fire Department in Spelter (we are open Monday through Friday from 9:00 a.m. to noon, and 1 p.m. to 5 p.m.), or send us a fax or an email.

REQUIRED INFORMATION

- Below, please identify the Class Area property that you own. The following information is on the bill that the Harrison County Sheriff's Tax Office sends you every year for property taxes:

District	Tax Map	Parcel(s)	Lot(s)
_____	_____	_____	_____

- You must attach to this Claim Form a current bill or receipt for property taxes to prove that you are the Owner of the property.

OWNERS' NAMES

WE MUST HAVE A COPY OF EACH OWNER'S PHOTO-ID, SUCH AS A DRIVER'S LICENSE, ATTACHED TO THIS FORM

OWNER 1

First Name _____	Middle Initial _____	Last Name _____
Date of Birth _____	Social Security Number _____	

² It is also available at the website <http://harrison.sofware.com:83627/sm-ee>.
 * You must provide your social security number. If you do not provide a social security number, we cannot validate your claim, we cannot pay you anything, and we cannot clear-up your property.

OWNER 2

First Name _____ Middle Initial _____ Last Name _____
 Date of Birth _____ Social Security Number _____

OWNER 3

First Name _____ Middle Initial _____ Last Name _____
 Date of Birth _____ Social Security Number _____

OWNER 4*

First Name _____ Middle Initial _____ Last Name _____
 Date of Birth _____ Social Security Number _____

CONTACT ADDRESS AND PHONE NUMBER(S)

This is the address where you will receive mail related to this claim, and the phone number(s) we will use to call you about your claim. If you need to provide a second address, please attach a second sheet of paper.

Name or Names _____

Home Phone Number _____

Cell Phone Number _____

Street, Route, or P.O. Box _____

City _____ Zip Code _____

* If there are more than four owners of your property, please attach an additional sheet of paper to the form that lists the additional owner(s).

Please provide directions to your property. For example, if you live on Lamber's Run, please describe whether it's Upper or Lower Lamber's Run, and please provide directions to your property from the nearest main road.

SAMPLING, TESTING, AND REMEDIATION LICENSE AND AGREEMENT

1. The Owner(s) identified in this Claim Form hereby grants to the Perrine DuPont Settlement (the "Settlement") an irrevocable license to enter upon the real property identified in this Claim Form ("the Property") for the following purposes:

To carry out the house clean-up project in all zones of the Class Area, taking dust samples from the living space and attic and testing said samples for the presence of arsenic, cadmium, lead, and zinc (the "tested metals").

To carry out the soil clean-up project in Zone 1A only of the Class Area, taking soil samples from the Owner(s)'s property and testing said samples for the presence of the tested metals.

This license grants the Settlement, and its agents, servants, or employees, including general and sub-contractors, the right to enter the Property, remove the samples, and have the samples tested for the tested metals. House sample results (for all Class Area Zones) and soil test sample results (for Zone 1A only) shall be provided by the Settlement in writing to the Owner(s). Further, to the extent funds are available and the sample results show a tested metals level reasonably deemed hazardous to human health ("tested positive") by the Claims Administrator, so that remediation (clean-up) of the house (all zones) or soil (Zone 1A only) is necessary,

- the Owner(s) grant the Settlement the right to remove tested metals from the Property, remove and replace contaminated materials, conduct intensive cleaning, and conduct follow up testing to confirm that tested metals contamination has been removed from the Property. Only Properties tested positive will be cleaned up.
2. The Settlement agrees upon completion of the sampling and testing, and remediation (clean-up), if any is needed, to be performed pursuant to this agreement, that all Settlement materials and equipment shall be removed from the Property.
3. The Owner(s) shall advise the Settlement of any hazardous or potentially hazardous conditions that the Owner(s) is aware of that might reasonably be expected to be affected by the clean-up work to be performed.
4. Upon completion of sampling and testing, the Settlement will provide the results, in writing, to the Owner(s), as well as a letter describing whether the results indicate that a remediation (clean-up) of the Property is necessary.
5. The Settlement expressly does not guarantee that the Property will be remediated (cleaned) because there may not be enough money to remediate (clean) all the Property in the Class Area. Pursuant to the Property Remediation (Clean-Up) Program Order, the Settlement will provide a sampling and testing service to determine if the Property needs to be remediated (cleaned). After all of the sampling and testing is completed and paid for, and after all annoyance and inconvenience payments (described below) are made, the Settlement will remediate (clean-up) the soil in Zone 1A. Thereafter, to the extent funds are available, the Settlement will remediate (clean-up) the houses in Zone 1. Thereafter, to the extent funds are available, the Settlement will remediate (clean-up) the houses in Zone 2. Thereafter, to the extent funds are available, the Settlement will remediate (clean-up) the houses in Zone 3.
6. Clean-Up Annoyance and Inconvenience Payments.
- A. For the House Clean-Up Program in the entire Class Area, as compensation for the annoyance and inconvenience caused by the registration, sampling, testing, and remediation (if necessary and funds are available) process, the Settlement agrees to pay one hundred dollars (\$100) to the Owner or Owners, jointly, at the time this Claim is verified as true and the Property identified herein is verified as eligible. Thereafter, at the time of sampling, testing and clean-up if the Property is tested positive, the Ferris DuPont Settlement agrees to pay four hundred dollars (\$400) to the Owner or Owners, jointly.
- B. For the Soil Clean-Up Program in Zone 1A only, as compensation for the annoyance and inconvenience caused by the registration, sampling, testing,

and remediation (if necessary) process, the Settlement agrees to pay one thousand dollars (\$1,000) to the Owner or Owners, jointly, at the time this Claim is verified as true and the Property identified herein is verified as eligible. Thereafter, at the time of sampling, testing, and clean-up if the Property is tested positive, the Settlement agrees to pay four thousand dollars (\$4,000) to the Owner or Owners, jointly.

7. Optional Non-Zone 1A Soil Sampling. The property remediation program does not include the clean-up of soil outside Zone 1A. However, Owners of a Class Area Property outside Zone 1A can have it sampled, with the estimated sampling expense of \$_____ to be deducted from the above \$500 annoyance and inconvenience payment, by checking the below box (this is optional):

☐ SOIL TESTING OPTION FOR NON-ZONE 1A MEMBERS ONLY. BY CHECKING THIS BOX, I INSTRUCT THE CLAIMS ADMINISTRATOR TO SAMPLE THE PROPERTY SOIL FOR THE TESTED METALS AND TO PROVIDE ME THE CONFIDENTIAL RESULTS WITH MY \$500 INCONVENIENCE AND ANNOYANCE PAYMENT TO BE REDUCED TO \$_____, BUT WITH MY SOIL NOT TO BE CLEANED BY THE SETTLEMENT.

8. By signing this License and completing this Claim Form, the Owner(s) hereby certify, under penalty of prosecution for the felony of perjury, that the Owner(s) identified in this Claim Form are the only person(s) with any legal rights to the Property identified herein, and that no other person(s) have any legal rights to the Property identified herein, and that the house is fit for human occupancy (always applicable outside Zone 1A).
9. If the Owner(s) or their pets require a hotel or vet or pet sitter stay, or similar accommodation during the tested positive Property clean-up, then the Settlement shall pay such reasonable expenses. In order to concentrate the clean-up on needed areas, Owner(s) of tested positive Property will meet with a technician for the Settlement in order for the agent to collect necessary information.
10. For the Zone 1A soil clean-up (if applicable), a safe and practical approach will be used to excavate and replace the soil, using small equipment, such as mini-excavators; and skid steers to limit stress on foundations and buried utility lines. A safe working distance away from foundations and utility lines will be established. All buried utilities lines will be located before excavation commences. Soil removal, if needed, will only affect six inches of soil.

11. House test results will remain confidential. For Zone 1-A Class Members Only:
Do you want your soil test results:

- ☐ Public
- ☐ Confidential (private)

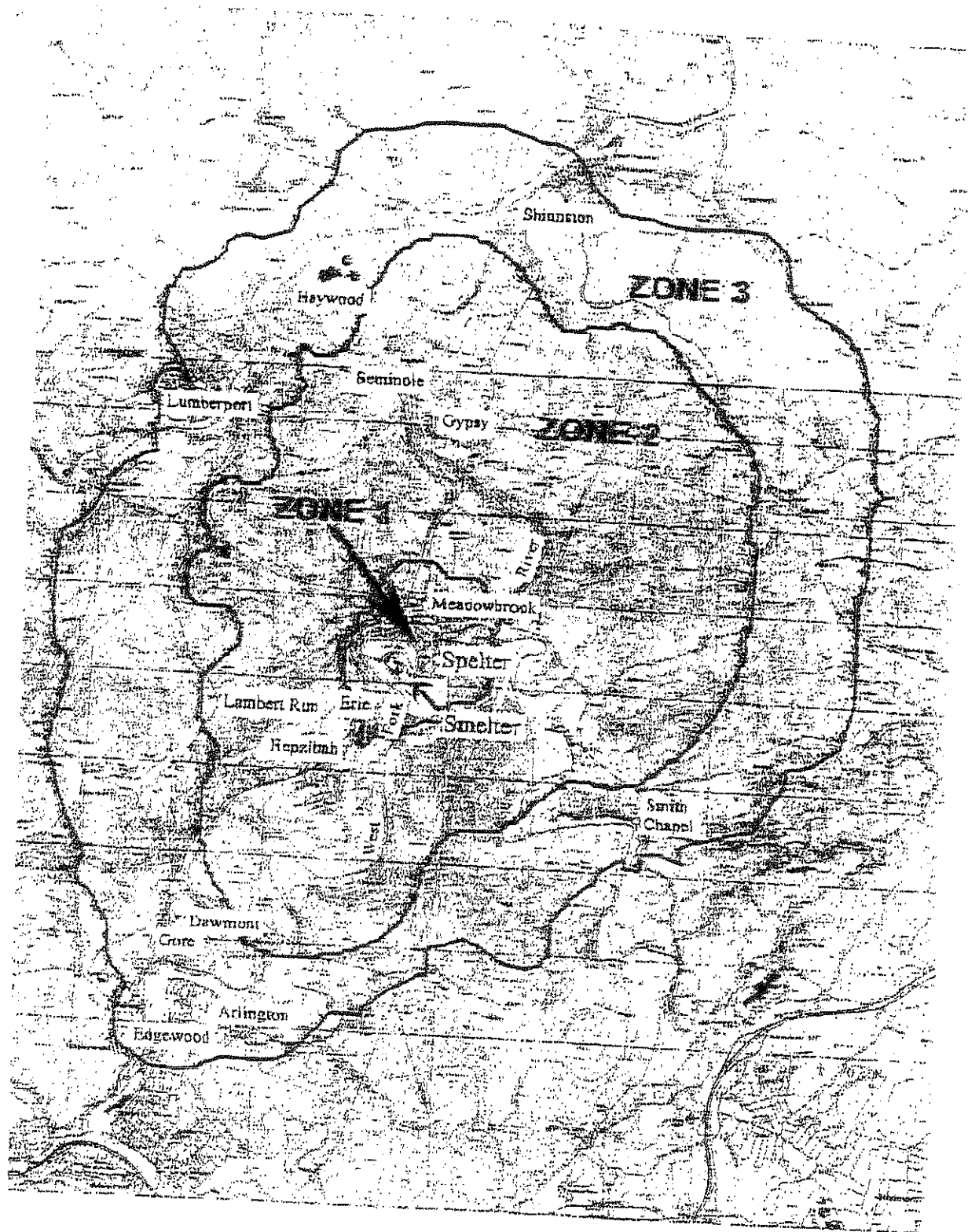
[Check one box only]

If you check the above confidential (private) box, if the soil test results are negative, they will be available to a contiguous land owner who signs a Claims Administrator Confidentiality Agreement. If they are positive, then a contiguous land owner can request them by completing the Confidentiality Agreement, and the Claims Administrator will request permission from the tested Class Member to release them. If the Class Member refuses, then the Court will address the issue at that time.

12. This License and Agreement and Claim Form constitutes the whole of the obligations of the Owner(s) and the Settlement respecting the property clean-up program, and no other agreements, whether oral or written, shall be binding or valid, except as provided herein.


I (we) verify under penalty of perjury that I (we) am (are) the only and the true owners of the above Property.

Signature	Print Name	Date
Owner 1	_____	_____
Owner 2	_____	_____
Owner 3	_____	_____
Owner 4	_____	_____





Legend

 Properties Subject to
Grasselli Deed Releases

Issued: August 8, 2011

APPENDIX A

ACCEPTANCE OF MANDATORY RFP REQUIREMENTS

FOR REQUEST FOR PROPOSAL (RFP)

FOR TESTING ONLY OF SOIL and HOUSES* IN THE CLASS AREA

IN THE PERRINE V. DUPONT SETTLEMENT

The following are the mandatory RFP requirements that shall be met by the successful bidder(s):

General

1. Bidder agrees that the response to the RFP and any subsequent documentation (best and final offer, and interview responses) shall be considered part of the final agreement and contract.

Account Management

2. Bidder will provide a representative to attend meetings as necessary in West Virginia.
3. Bidder will maintain a database regarding the testing of each and every soil parcel tested by bidder in Zone 1A, and of each every house* tested by bidder in Zone 1A, 1B, 2, and 3.
4. Bidder will assign a main contact person to interface with the Claims Administrator throughout the testing process and as long as the bidder's contract is in effect. This person will be charged with providing requested information and documentation within a twenty four (24) hour period.

Data, Systems, and Reporting

5. Bidder will accept electronic data transfer and administer information regarding testing of claimant soil or houses in a confidential manner.
7. Bidder will provide claims data to the Claims Administrator in electronic format.

Audit Rights

8. Bidder agrees to provide unrestricted testing audit rights to the Claims Administrator in relation to the testing of soil in Zone 1A, and the testing of houses* in Zones 1A, 1B, 2, and 3.

Financial Proposal

9. Bidder guarantees the financial elements of its proposal throughout the term of the contract.

*As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

Issued: August 8, 2011

Consent to Jurisdiction and Waiver of Objections

10. Bidder, by its execution of the Agreement, submits to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Perrine, et al., v. E. I. DuPont De Nemours and Company, et al., Case No. 04-C-296-2, (the "DuPont Case") for all purposes related to or arising out of bidder's proposal to provide, or, if bidder is selected as a provider, bidder's provision of soil heavy metals testing services in Zone 1A, and house* heavy metals testing in Zones 1A, 1B, 2, and 3. In addition, Bidder hereby waives any and all objections it might otherwise assert to the aforesaid jurisdiction, venue, or authority of the Court in the DuPont Case to hear and determine any and all disputes that might arise out of or be related to the services described herein, reserving its rights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the DuPont Case.

Confidentiality Agreement

11. Bidder understands that the Court in the DuPont Case has ordered that the data resulting from any testing of soil in Zone 1A, and of houses* in Zone 1A, 1B, 2, and 3 be maintained in a confidential manner, and state that Bidder will not reveal this information to anyone outside of authorized personnel in the bidder company unless Bidder has express permission to do so from the Honorable Thomas A. Beddell or the Claims Administrator. Bidder further understands that if Bidder violates this pledge of confidentiality, Bidder is subject to being brought before the Honorable Thomas A. Beddell for investigation and possible sanctions for this breach.

Company Name:

By: _____
Sign Name

_____ Date

_____ Print Name of Signing Person

_____ Title With the Company

By signing the above, I, _____ hereby represent that I have the authority and power to bind
_____ (company name), and that I will comply with all of the terms as set forth
hereinabove.

*As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

EXHIBIT F



ENVIRONMENTAL SERVICES, INC.

Consulting • Operation & Maintenance • Risk Assessment • Engineering

August 25, 2011

Perrine DuPont Property Remediation Administration
GENTLE, TURNER, & SEXTON
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244

Attention: Mr. Edgar C. Gentle, III, Esq.
Special Master and Claims Administrator

Subject: Environmental Services Proposal
Property Contamination Assessment
Perrine DuPont Settlement
File No. 4689-1 (DD)

Dear Mr. Gentle:

On behalf of CORE Environmental Services, Inc. (CORE), we are pleased to submit our cost proposal and qualifications in response to the referenced Request for Proposal (RFP). We appreciate the opportunity to offer our services, and look forward to working with you should we be awarded the project.

This proposal was prepared in response to the RFP issued on August 8, 2011, for testing of the soil and houses in the class area in the Perrine DuPont settlement. This proposal includes a completed copy of the Uniform Price Bid Form included in the RFP, as well as the requested information regarding our project team's ability to conduct the scope of work and the additional necessary items listed on page 9 of the RFP.

PROJECT TEAM

If selected, CORE will perform the scope of work by utilizing key members of our staff and the services of qualified subcontractors to complete the work scope in a professional and cost-effective manner. All project tasks will be supervised by our Licensed Remediation Specialist (LRS), Thomas M. Reber (WV LRS No. 109), who will serve as your sole point of contact for our project team.

CORE Environmental Services, Inc.

CORE is a full-service environmental consulting firm with a professional staff of 18 persons and offices in Morgantown, West Virginia and Allison Park, Pennsylvania. CORE is currently an approved vendor to the West Virginia Department of Environmental Protection (WVDEP) (No. 225131837), a West Virginia licensed contractor (No. WV037360), certified by the West Virginia Board of Professional Engineers (No. C021-70-00), and is in good standing with the West Virginia State Worker's Compensation Commission.

4068 Mt. Royal Blvd., Suite 225
Allison Park, PA 15101-2951
(412) 487-6000
Fax (412) 487-9785

www.core-env.com

4 Brookstone Plaza
Morgantown, WV 26508
(304) 292-CORE (2673)
Fax (304) 292-2773

CORE's recent West Virginia client list includes work for law firms on projects in West Virginia and Pennsylvania; industrial organizations; lending institutions; local, regional, and national oil marketers; energy production and transmission companies; local developers; and a direct contract for environmental consulting services to the WVDEP. We are also currently performing field services for out-of state environmental consulting firms on their project sites within West Virginia and Pennsylvania.

CORE provides services on a daily basis to clients with quality assurance/ quality control (QA/QC) requirements equal to or greater than those required for the referenced scope of work. We are currently performing site assessment and risk assessment tasks on multiple projects within West Virginia's Voluntary Remediation and Redevelopment Program (VRRP) and Uniform Environmental Covenant Act (UECA) program which require the preparation of and strict adherence to site-specific Quality Assurance Project Plans (QAPPs) and Health and Safety Plans (HASP's). Our professional staff and field technicians are experts in obtaining and evaluating data that meets data quality objectives required for use in the preparation of Human Health and Ecological Risk Assessments per West Virginia's *Voluntary Remediation and Redevelopment Act (VRRRA)*, W. Va. Code §22-22-1 *et seq.*, and the rules promulgated thereto.

Services provided to the Perrine DuPont Property Remediation Administration would be managed from our Morgantown, West Virginia office. Our Morgantown office is staffed by experienced field technicians and is managed by a West Virginia LRS (Thomas Rebar). Engineering tasks performed by the CORE West Virginia staff are supervised by a Licensed West Virginia Professional Engineer (Jeffery S. Holmes, PE). We currently work closely with all of the various divisions of the WVDEP, and maintain a professional working relationship with the State regulators.

CORE will perform all professional consulting, engineering, and soil sampling services in-house, including associated AutoCAD, GIS database, accounting, and administrative tasks. Subcontracted services would include collection of dust samples (JPEC, LLC of Morgantown, WV) and laboratory sample analysis (Pace Analytical Services, Inc. of Minneapolis, MN).

JPEC, LLC

JPEC, LLC (JPEC) is an environmental consulting firm headquartered in Morgantown, WV, who specializes in industrial hygiene services such as dust sample collection, asbestos surveys and remediation, lead based paint surveys and remediation, and indoor air quality investigations and remediation. JPEC has utilized their 20+ years of environmental consulting experience to provide services to clients in the Government, Health Care, Public, and Private sectors. Recent JPEC projects include dust and lead paint sampling for the Department of Housing and Urban Development (HUD) in housing units on the north side of Pittsburgh, Pennsylvania; asbestos abatement and demolition for the West Virginia University (WVU); lead dust removal services for Conrail Transportation Services; and environmental consulting for public school districts and municipalities in WV and PA.

Pace Analytical Services, Inc.

Pace Analytical Services, Inc. (Pace Analytical) is a WVDEP-certified analytical laboratory with a long history of providing reliable and cost-effective services. Pace Analytical is a privately held, full service sampling and analytical firm operating a network of 15 laboratories and 9 service centers and satellite pickup locations nationwide. All of the Pace Analytical full-service laboratories are NELAP accredited. The laboratories utilize USEPA, ASTM, standard Methods, NIOSH, and other accepted test procedures and methods to provide defensible analytical results in accordance with federal and State regulations.

EXCEPTIONS/ SPECIAL CONDITIONS

There are no exceptions to the requested scope of work or special conditions applied to the scope by the CORE project team. We are fully capable of performing the required tasks as described in the RFP.

LAST THREE SOIL TESTING PROJECTS

As requested in the RFP, a summary of three recent soil testing jobs performed by the CORE project team and contact person details are presented below:

Former Sellaro's Service Station, 2673 University Avenue, Morgantown, WV

CORE recently completed the assessment of surface soil, subsurface soil, groundwater, and soil vapors at the referenced site in Star City, WV. The site assessment was completed in accordance with a site-specific QAPP and HASP prepared by CORE. The assessment data was obtained in accordance with the field QA/QC requirements required for production of Level IM2/M3 data reports which will be validated by a third party data validator. The assessment data will be utilized by CORE to complete a Human Health and Ecological Risk Assessment and to obtain regulatory closure and relief of liability for our client through the WV DECA program.

Project Client Contact: Chris Sellaro, Owner (304) 685-2923

Former Quiet Dell Chevron, Rt. 20 South, Quiet Dell, WV

CORE recently completed the assessment of surface soil, subsurface soil, groundwater, and soil vapors at the referenced site in Quiet Dell, WV. The site assessment was completed in accordance with a site-specific QAPP and HASP prepared by CORE. The assessment data was obtained in accordance with the field QA/QC requirements required for production of Level IM2/M3 data reports which will be validated by a third party data validator. The assessment data will be utilized by CORE to complete a Human Health and Ecological Risk Assessment and to obtain regulatory closure and relief of liability for our client through the WV DECA program.

Project Client Contact: Olie Bastin, Owner (304) 622-8489

Sheetz Store # 239, 205 North Center Avenue, New Stanton, PA

CORE recently completed the initial phase of soil and groundwater assessment at the referenced site in New Stanton, Pennsylvania. The site assessment was completed in accordance with a site-specific QAPP and HASP prepared by CORE. Although the remediation standard for the site has not yet been selected pending further investigation and exposure pathway evaluation, the investigation is being completed and data obtained as required by the Pennsylvania department of Environmental Protection (PADEP) for potential use in a risk-based closure to a site-specific standard (SSS).

Project Client Contact: David Dodson, Environmental Compliance Manager (814) 239-1402

LAST THREE HOUSE TESTING PROJECTS

As requested in the RFP, a summary of three recent house testing jobs performed by the CORE project team and contact person details are presented below:

Northside Associates - Pittsburgh, PA

JPEC manages Northside Associates ongoing lead hazard monitoring program for HUD Section 8 housing units, following U.S. Department of Housing and Urban Development (HUD) 24 CFR Part 35.1355 "Ongoing lead based paint maintenance and reevaluation activities", and 24 CFR Part 35.1320 "Lead based paint inspections, paint testing, risk assessments, lead hazard screens, and reevaluations" and Commonwealth of Pennsylvania lead hazard control regulations. JPEC's sample team leader is Mr. John Parrotta, who helped design the Northside Associates monitoring program and has performed management of the plan for the past 10 years. JPEC has performed dust wipe sampling on 184 units in the last year. 6-8 dust wipe samples were used per unit to determine if cleaning of lead dust was effective. JPEC keeps precise chain of custody forms for accurate reporting.

JPEC utilizes the ADAM Environmental Information Management System developed by EcoLogic Systems, in San Francisco, CA, to classify and organize Hazardous Materials, for reporting and operations and maintenance activities for Northside Associates. ADAM enables our client to document all work and testing performed in units with known lead based painted components, and alerts them when scheduled inspections are to be performed.

Contact Client Contact: Bob Mistik, Owner - Mistick Construction and Northside Associates
(412) 812-0226

Falbo Construction - Manchester Housing Project, Pittsburgh, PA

JPEC performed dust wipe sampling after remediation of building materials with lead based paint or lead containing paint. JPEC performed the dust sampling per the applicable State and Federal regulations and ASTM standard procedures.

Contact Client Contact: Chris Mclynden, Mistick Construction (412) 322-1121

Urban Redevelopment Authority (URA)

HOME Grant Housing Project Program, Duquesne, PA

The project consisted of dust wipe sampling from urban residential properties for clearance testing after remediation and renovation. JPEC performed the dust sampling per the applicable State and Federal regulations and ASTM standard procedures.

Contact Client Contact: Debra Grise, URA (412) 644-6428

REMEDATION TASKS AND DATA VALIDATION

Please note that the CORE project team is qualified and fully capable of completing the remediation of the project area. We would welcome the opportunity to provide a competitive bid for these services upon request. In addition, CORE routinely contracts qualified firms to perform independent third party validation of data obtained for our projects. We would welcome the opportunity to recommend a provider or to assist you with coordination of data validation if requested.

ATTACHMENTS

The following attachments are included. As requested in the RFP:

- Attachment 1: Uniform Price Bid Form
- Attachment 2: Insurance Certificate
- Attachment 3: RFP Appendix A - Mandatory Terms
- Attachment 4: RFP Appendix C - Additional Required Terms and Conditions
- Attachment 5: Project Team Qualifications

We appreciate this opportunity to offer our services and look forward to working with you in the future. If you have any questions regarding this submittal or CORE's organization, please contact me directly at (304) 266-7207.

Sincerely,


CORE Environmental Services, Inc.

Thomas M. Rebar, LRS
Senior Project Manager

Enclosures

LIST OF ATTACHMENTS

- | | |
|---------------|--|
| ATTACHMENT 1: | Uniform Price Bid Form |
| ATTACHMENT 2: | Insurance Certificate |
| ATTACHMENT 3: | RFP Appendix A – Mandatory Terms |
| ATTACHMENT 4: | RFP Appendix C – Additional Required
Terms and Conditions |
| ATTACHMENT 5: | Project Term Qualifications |

ATTACHMENT 1: UNIFORM PRICE BID FORM

Property Contamination Assessment
Uniform Price Bid Form

NAME OF FIRM: CORE Environmental Services, Inc.
DATE OF SUBMISSION: 08/25/2011

Class member participation in the clean-up program is voluntary and on-going. Therefore the final number of property soils (assume 1/4 acre each) and houses* (assume 1,500 square feet each) to be sampled for heavy metals will not be finalized prior to this RFP response deadline. For purposes of cost estimation, it can be presumed that 2,000 houses* will be assessed for interior metal laden dust and 200 properties will be assessed for heavy metals contaminated soils.

1. Fixed Fee to develop Quality Assurance Project Plan, Health and Safety Plan and/or other project documentation required by this RFP \$ 2,420.00
2. Per House* price for House* Dust Wipe Sampling and Testing (Dust Metal Loading) in accordance with the RFP Statement of Work \$ 79.00
3. Per House* cost for House* dust sample analysis using Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020 \$ 156.00
4. Per Property price for Zone 1A Surface Soil Sampling and Testing in Accordance with the RFP Statement of Work \$ 133.00
5. Per Property cost for Zone 1A soil sample analysis by Inductively Coupled Plasma - Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020 \$ 50.00
6. Investigation derived waste and decontamination waste stream disposal fee (if any) Per House* and Per Soil Property With Total \$ 3,640.00
7. Project Estimate If you Obtain the Entire Award (More than one bidder May be chosen) -Not-To-Be-Exceeded Fee Quote \$ 512,310.00

NOTE: All pricing shall be based upon the Request for Proposal Statement of Work and all unit costs must include labor, materials, travel costs, meals and incidental expenses, PPE costs, and project oversight/management, and any applicable permit fees.

All analytical fees shall include sampling materials, containers, preservatives, shipping & handling charges, stock items, and all consumables.

ATTACHMENT 2: INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

OP 10 P1

DATE (MM/DD/YYYY)

06/30/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Nat'l Ins - Robinson 100 Park Manor Drive Pittsburgh PA 15205 Phone: 412-446-1010 Fax: 412-446-1022	CONTACT NAME: PHONE: FAX: EMAIL: ADDRESS: PRODUCER CUSTOMER #:
INSURED Core Environmental Services 112 4068 Mount Royal Blvd Ste 225 Pittsburgh PA 15101-2951	INSURER A: Endurance American Specialty INSURER B: Hartford Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
A. GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF & POLL LIAB SEPA: AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ECCL01008342-02	07/02/11	07/02/12	EACH OCCURRENCE \$2,000,000 PROPERTY TO RENTED PREMISES (Per occurrence) \$50,000 ADO EXP (Any one person) \$5,000 PERSONAL & ADVISORY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
B. AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		40DECPX1705	07/02/11	07/02/12	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A. UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		EXE101008343-02	07/02/11	07/02/12	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARDER EXCLUDED? (Necessary to HR) If yes, describe under DESCRIPTION OF OPERATIONS below		40WNCAR9933	07/02/11	07/02/12	<input checked="" type="checkbox"/> NO STATE-TOY LIMITS <input type="checkbox"/> 10% EL EL EACH ACCIDENT \$1000000 EL DISEASE - EA EMPLOYEE \$1000000 EL DISEASE - POLICY LIMIT \$1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161: Additional Remarks Schedule, if more space is required)
EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

CANCELLATION

INSU - CO

INSURED'S COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT 3: RFP APPENDIX A - MANDATORY TERMS

APPENDIX A:
MANDATORY RFP REQUIREMENTS

Issued: August 8, 2011

APPENDIX A
ACCEPTANCE OF MANDATORY RFP REQUIREMENTS

FOR REQUEST FOR PROPOSAL (RFP)
FOR TESTING ONLY OF SOIL and HOUSES* IN THE CLASS AREA
IN THE PERRINE V. DUPONT SETTLEMENT

The following are the mandatory RFP requirements that shall be met by the successful bidder(s):

General

1. Bidder agrees that the response to the RFP and any subsequent documentation (best and final offer, and interview responses) shall be considered part of the final agreement and contract.

Account Management

2. Bidder will provide a representative to attend meetings as necessary in West Virginia.
3. Bidder will maintain a database regarding the testing of each and every soil parcel tested by bidder in Zone 1A, and of each every house* tested by bidder in Zone 1A, 1B, 2, and 3.
4. Bidder will assign a main contact person to interface with the Claims Administrator throughout the testing process and as long as the bidder's contract is in effect. This person will be charged with providing requested information and documentation within a twenty four (24) hour period.

Data, Systems, and Reporting

5. Bidder will accept electronic data transfer and administer information regarding testing of claimant soil or houses in a confidential manner.
7. Bidder will provide claims data to the Claims Administrator in electronic format.

Audit Rights

8. Bidder agrees to provide unrestricted testing audit rights to the Claims Administrator in relation to the testing of soil in Zone 1A, and the testing of houses* in Zones 1A, 1B, 2, and 3.

Financial Proposal

9. Bidder guarantees the financial elements of its proposal throughout the term of the contract.

*As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

Consent to Jurisdiction and Waiver of Objections

Issued: August 2, 2011

10. Bidder, by its execution of the Agreement, submits to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Perrine et al. v. E. I. DuPont De Nemours and Company et al. Case No. 04-C-296-2 (the "DuPont Case") for all purposes related to or arising out of bidder's proposal to provide, or, if bidder is selected as a provider, bidder's provision of soil heavy metals testing services in Zone 1A, and house* heavy metals testing in Zones 1A, 1B, 2, and 3. In addition, Bidder hereby waives any and all objections it might otherwise assert to the aforesaid jurisdiction, venue, or authority of the Court in the DuPont Case to hear and determine any and all disputes that might arise out of or be related to the services described herein, reserving its rights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the DuPont Case.

Confidentiality Agreement

11. Bidder understands that the Court in the DuPont Case has ordered that the data resulting from any testing of soil in Zone 1A, and of houses* in Zone 1A, 1B, 2, and 3 be maintained in a confidential manner, and state that Bidder will not reveal this information to anyone outside of authorized personnel in the bidder company unless Bidder has express permission to do so from the Honorable Thomas A. Beddell or the Claims Administrator. Bidder further understands that if Bidder violates this pledge of confidentiality, Bidder is subject to being brought before the Honorable Thomas A. Beddell for investigation and possible sanctions for this breach.

Company Name:

CORE Environmental Services, Inc.

By: [Signature]
Sign Name

8/24/11
Date

Stephen A. Zbar
Print Name of Signing Person

President
Title With the Company

By signing the above, I, Stephen A. Zbar hereby represent that I have the authority and power to bind CORE Environmental Services, Inc. (company name), and that I will comply with all of the terms as set forth hereinabove.

*As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

**ATTACHMENT 4: RFP APPENDIX C - ADDITIONAL REQUIRED TERMS
AND CONDITIONS**

APPENDIX C:
ADDITIONAL REQUIRED
TERMS AND CONDITIONS

- 1) A Settlement representative may accompany testing personnel on any or all of the testing trips made to the test site. The Settlement will provide the successful bidder(s) with periodic Ripe to Test Reports, listing the address of the site to be tested, its GPS coordinates, the name and phone number(s) of the property test contact person, a statement of whether the soil and house* is to be tested or just the house*, and the name and phone number of the Settlement contact person, if any, who will meet testing personnel at the test site.
- 2) All testing personnel must conduct themselves in a polite professional manner, regardless of the attitude, demeanor, or actions of the homeowner.
- 3) Periodic safety/communication meetings should be held by testing lab field employees. OSHA safety topics, specific client/job topics, employee concerns, and learned skills should be shared in this brief meeting. Documentation of what was discussed and a signed roll sheet should be submitted to the Settlement Office by the next working day. The Settlement Office should have adequate notice to attend these meetings and have the opportunity to comment on the progress, quality, concerns and successes that have been experienced.
- 4) If conflicts or concerns are brought to light, the testing personnel should be non-confronting, polite, brief, and if necessary, leave the premises if the situation dictates. Every conflict should be immediately reported to the Settlement/Resolution office.
- 5) We want the landowner or their representative present during the testing.
- 6) Every field employee must "Be nice", state their intentions when requested by the claimant, and explain their actions and expectations, clearly and briefly if requested. We should always let the homeowner know what to expect next, and thank them for allowing the intrusion.
- 7) At no time are we asking the testing personnel to have or express an opinion on any issue of the Class Action Settlement. In fact, we recommend that they keep their personal opinions private. In the event that the testing personnel makes a promise, they are bound by their word, and they may be required to keep it possibly at their own expense.
- 8) Any damages caused by the testing company must be quickly and completely repaired, replaced, or settled by the testing company. The successful bidder will be fully bonded. Please provide proof.
- 9) The Settlement Office will not accept inappropriate or illegal behavior from the testing lab or its personnel.
- 10) Items to be submitted to the Settlement Office by the testing company:
 - (a) Current personnel list with supervision noted and contact phone numbers.
 - (b) Safety meeting documentation as provided above.
 - (c) For each property as it is tested:
 - 1) Two photographs of the tested property from the road.
 - 2) Name and mailing address and phone number of homeowner.
 - 3) Post-testing comments.
 - 4) Test results including identifying areas of concern.

ATTACHMENT 5: PROJECT TERM QUALIFICATIONS

CERTIFICATE OF *Authorization*

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

*The West Virginia State Board of Registration for Professional Engineers
having verified the person in responsible charge is registered in
West Virginia as a professional engineer for the noted firm, hereby certifies*

CORE ENVIRONMENTAL SERVICES, INC.

C02170-00

Engineer in Responsible Charge: JEFFREY HOLMES - WV PE 015759

*has complied with section §30-13-17 of the West Virginia Code governing
the issuance of a Certificate of Authorization. The Board hereby notifies you of its
certification with issuance of this Certification of Authorization for the period of:*

July 1, 2011 - June 30, 2012

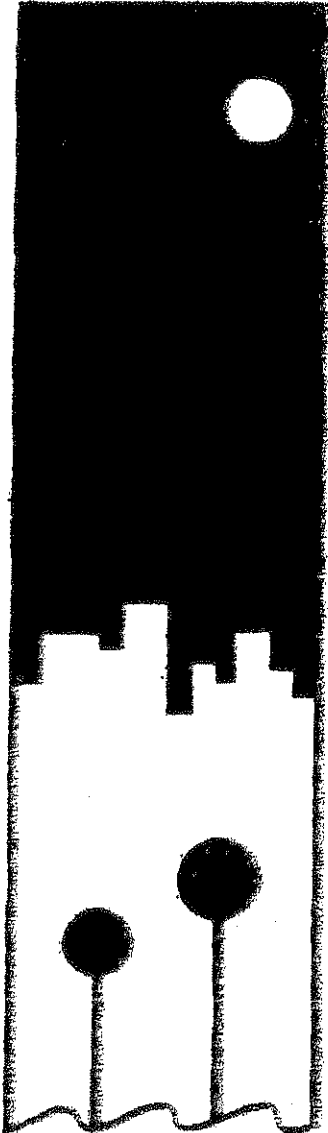
providing for the practice of engineering services in the State of West Virginia.



IF YOU ARE REQUIRED TO REGISTER WITH THE SECRETARY OF STATE'S OFFICE,
PLEASE SUBMIT THIS CERTIFICATE WITH YOUR APPLICATION.

IN TESTIMONY WHEREOF, THE WEST VIRGINIA STATE BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS HAS ISSUED THIS COA
UNDER ITS SEAL AND SIGNED BY THE PRESIDENT OF SAID BOARD.

BOARD PRESIDENT



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV037360

Classification:

GENERAL ENGINEERING

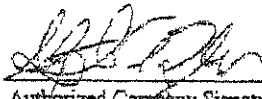
CORE ENVIRONMENT SERVICES INC
DBA CORE ENVIRONMENT SERVICES INC
4068 MT ROYAL BLVD STE 225
ALLISON PARK, PA 15101


Date Issued

JUNE 29, 2011

Expiration Date

JUNE 29, 2012


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee, issued under provisions of West Virginia Code, Chapter 21, Article 11.



CONSULTING SERVICES

We focus on providing professional, responsive and cost-effective, field sampling, assessment, remediation and project management services to our clients. Our expertise includes the characterization and remediation of sites that contain petroleum hydrocarbons, chlorinated solvents, metal, and other inorganic substances.

Our experience with respect to emergency response, remedial action (including field excavation activities) and communicating with the public and state agencies will assist you in efficiently managing and responding to various claims.

Our environmental services include:

- Site Characterization and Remediation
- Hazardous Material Identification and Appropriate Profiling and Disposal
- Environmental Impact Assessments
- Risk Assessment and Risk-Based Closures
- Underground Storage Tank Closure
- Waste Management Unit Closure
- Feasibility Studies of Remedial Alternatives
- Remedial Action Plan Preparation
- Pilot Testing
- Remediation System Design and Installation
- Pre-Construction Notifications
- Stormwater Construction Permits
- Remediation System Operation and Maintenance
- Environmental Permitting/NOI
- Routine Environmental Monitoring
- Overall Environmental Compliance Assistance
- Spill Response Management
- Spill Prevention Control & Countermeasure (SPCC) Plan Preparation or Modification
- National Pollution Discharge Elimination System (NPDES) Permit Preparation
- Natural Attenuation Evaluations
- Stream Permits
- Threatened and Endangered Species Clearances

CORE provides environmental site assessment (due diligence) services to our clients to meet environmental assessment needs related to property transactions or other environmental compliance concerns. CORE's expertise and experience with manufacturing operations provide a particularly high level of service and understanding in meeting due diligence needs in this area.

CORE's understanding of environmental regulations, systems and liabilities in conjunction with our sensitivity to the business goals and challenges facing our clients, gives us a unique ability to meet the needs of due diligence projects.

Environmental site assessments can be prepared by CORE to meet or exceed the ASTM Standard of Practice, as well as additional specific needs for your situation. CORE's due diligence services include:

- Environmental Site Assessments
- Site Inspections
- Remedial Investigations
- Asbestos Services
- Compliance Audits

OPERATION & MAINTENANCE

When the need arises to actively remediate a site, our team provides turnkey services with respect to preparing system specifications and installing and optimizing system efficiency through the use of our skilled operation and maintenance technicians.

One of our main service delivery areas includes the design and installation of soil and ground water remediation systems. Our team effectively provides all aspects of remediation system installation including:

- off-site assembly of all remediation system components into pre-designed buildings;
- transporting the buildings to the project site and performing all necessary connections;
- trenching subcontractors experienced in the installation of wellhead manifolds and all necessary underground piping;
- electrical contractors experienced in providing the necessary types of shielded wire and the intricacies of properly connecting floats and logic controllers;
- expertise with respect to installing and repairing logic controllers and various types of remote telemetry units;
- on-site start-up and training for your field technician and operators; and
- on-going O&M consultation via report telemetry to assist in optimizing system efficiency.

Our team has installed and is currently providing O&M services using the following technologies:

- dual vapor phase extraction (using high-vac pumps such as Maxivac and Nash);
- air sparging/soil vapor extraction (using positive displacement blowers and thermal oxidation units);
- ground water pump and treat (using various types of pneumatic pumps); and,
- Ozone Injection systems.

REMEDiation

The most common remedial solution to a contamination problem may not be the most efficient solution to your business problem. CORE provides business solutions by carefully analyzing your particular objectives and designing a remediation system to efficiently meet those needs.

Your needs involve not only the desire to meet changing regulatory requirements, safety concerns, and financial constraints, but also your particular business objectives for the remediation. Time constraints, life cycle costs, availability of long- or short-term operation and maintenance resources, corporate image, and your specific final plans for use of the contaminated site are all vital to the efficient solution to your remediation needs.

CORE's diverse capabilities provide the expertise you need to select the options best suited to your business. From natural attenuation, enhanced natural attenuation and associated passive approaches and bioremediation, to more traditional remediation techniques such as soil vapor extraction, air sparging, or pump-and-treat, CORE provides the experience needed to develop the correct mix of technologies to meet your goals. An understanding of the constantly changing regulatory landscape at federal, state and local levels, including long developed relationships with regulatory agencies, adds another important asset to our team.

CORE's remediation services range from investigation and conceptual design, through detailed design, procurement, installation, construction management, and operation and maintenance as needed by our clients.

Technical and regulatory expertise, with an understanding of our clients' business objectives, leads to effective and efficient solutions.

If a pilot test or temporary dual phase extraction "hits" are desired, our portable high-vacuum remediation unit is available. Our unit is equipped with vapor and liquid carbons necessary to treat the waste streams.

ENGINEERING

CORE provides environmental engineering services to our clients to meet regulatory requirements, satisfy site-specific objectives and/or meet property development or redevelopment goals. CORE's expertise and experience with various manufacturing operations and industrial clients, as well as Superfund PRP's/groups provides a particularly high level of service and understanding in meeting client-specific needs at very competitive prices, resulting in significant potential cost savings.

CORE's understanding of various regulatory programs in numerous states, in conjunction with our sensitivity to client business objectives and goals, gives us a unique ability to undertake these type of projects.

CORE's specific environmental engineering services include:

- RCRA and Solid Waste Closure Engineering Certification services
- RCRA and Solid Waste Closure Plan and Permit Application preparation
- Remedial pilot testing/feasibility studies
- Groundwater remediation system design and installation
- Waste Management unit design and permitting services
- Construction quality assurance and management services
- Spill plan certification services
- Waste treatment, storage and disposal certification services
- Erosion and Sedimentation Control Plan development
- Environmental permitting

CORE has met the environmental management needs of various types of industrial clients including petroleum producing, refining and distribution; steel mills; electric power generation and distribution; metal finishing; chemical manufacturing; waste management; financial institutions, site developers, aluminum and other metals producing clients. We have helped our clients obtain cost-effective solutions under various regulatory programs including the WV Voluntary Remediation Program, Uniform Environmental Covenants Act and Leaking Underground Storage Tank Programs as well as Federal Superfund, RCRA, CWA and state Solid Waste programs. In addition, we have helped clients obtain liability release under PA Act 2 and WV VRP for Brownfield sites.



CORE combines entrepreneurial business philosophy and sound technical approach to cost-effectively meet client needs.

CORE was formed in 2001 to provide professional, responsive, practical and cost-competitive environmental consulting services to the industrial and commercial marketplace. CORE's entrepreneurial business philosophy and streamlined organizational structure enables us to be extremely responsive to client needs, and to customize project approach to meet client business and environmental management objectives.

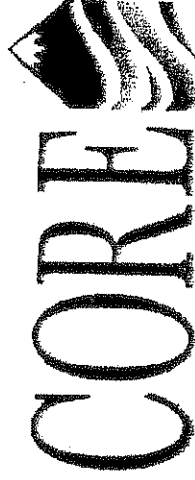
CORE's staff includes West Virginia Licensed Remediation Specialists and environmental professionals with backgrounds in engineering, hydrogeology, risk assessment and environmental science, as well as CAD/database operators and field technicians.

Our network of affiliated companies also includes wetlands specialists, ecological assessment specialists, surveyors and experts in computer modeling.

CORE Environmental Services, Inc.

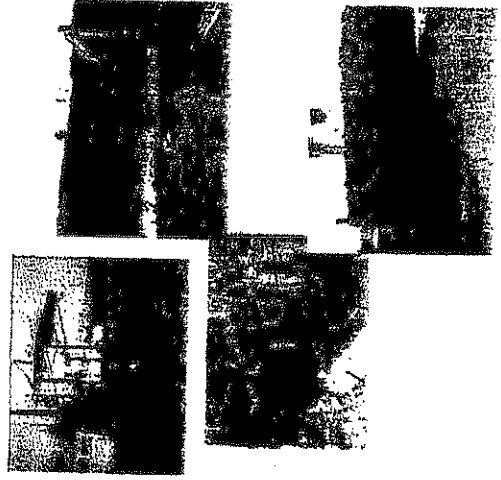
4 Brookstone Plaza
Morgantown, WV 26508
(304) 292-2673
Fax (304) 292-2773
Email trebar@core-env.com

Summary of Services



ENVIRONMENTAL SERVICES, INC.

Consulting • Operations & Maintenance • Risk Assessment • Engineering



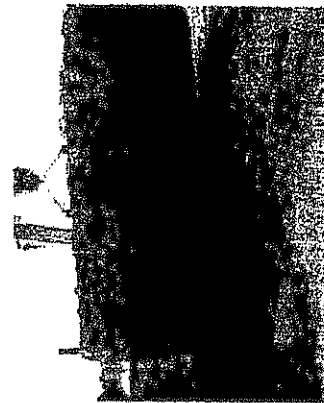
PROFESSIONAL SERVICES

We focus on providing professional, responsive and cost-effective site assessment, remediation, compliance management and project management services to our clients. Our expertise includes the characterization and remediation of sites that contain petroleum hydrocarbons, chlorinated solvents, metals, and other inorganic substances.

SITE ASSESSMENT/REMEDIATION

CORE's diverse capabilities provide the expertise you need to select the options best suited to your business. From natural attenuation, risk assessment, soil vapor extraction, or air sparging to dual phase extraction, CORE provides the experience needed to develop the correct mix of technologies to meet your goals.

- Full service project management capabilities for compliance with the West Virginia Voluntary Remediation Program, UECA, and LUST Programs.
- Pilot testing to evaluate feasibility and to select design parameters
- UST closures
- Risk Assessment
- Remedial Action Plan preparation and implementation



- Computer groundwater modeling
- Remediation system design and installation including Liquid Phase Hydrocarbon (LPH) removal and dual phase extraction systems
- Aquifer biostimulation and monitored natural attenuation
- Utilizing telemetry to enable remote monitoring and adjustment of remedial system performance

FIELD SERVICES

- Oversight for soil boring and monitoring well installation using rotary drilling and Geoprobe techniques
- Soil sampling (to include appropriate equipment for EPA Method 5035 and WV VRP/ PA Land Recycling Act attainment sampling)
- Ground water sampling (to include low-flow natural attenuation sampling and associated field analyses)
- Remediation system installation oversight, operation and maintenance
- Active/passive venting system and vapor barrier design / installation
- Oversight of soil excavation activities
- Remediation pilot studies, including data acquisition and design
- Health and safety field oversight

ENGINEERING

CORE provides environmental engineering services to our clients to meet regulatory requirements, satisfy site-specific objectives and/or meet property development or redevelopment goals.

- Erosion and sedimentation control plans
- Remedial design
- Environmental Permitting

COMPLIANCE MANAGEMENT AND DUE DILIGENCE

- Regulatory Compliance Audits
- Phase I Environmental Site Assessments (ASTM Standard E-1527)
- Phase II Environmental Site Assessments
- Hazardous Material Identification
- Facility environmental compliance audits
- Spill prevention and response plans
- Environmental permitting
- "In-Plant" compliance management support



- Asbestos building surveys and inspections
- Project management for asbestos abatement
- Brownfield Characterization

DATA MANAGEMENT

- Provide comprehensive, cost-effective data management services using GIS/Key to support site characterization, monitoring and other client needs.



ENVIRONMENTAL SERVICES, INC.

Consulting • Operation & Maintenance • Risk Assessment • Engineering

Stephen A. Zbur, PG
President/ Owner

Experience Summary

Stephen A. Zbur is President and Owner of CORE Environmental Services, Inc. He has over 25 years of experience in the environmental consulting field, and his specialties include project management and negotiations with regulatory agencies, directing remedial investigations, conducting regulatory compliance audits, and due diligence assessments for property transfers (prepurchase, acquisition, divestiture), and soil and groundwater remediation investigations.

Education

B.S. Geology - Indiana University of Pennsylvania

40-Hour HAZWOPER Training Course & Associated 8-Hour Refresher Training to Date Complying with OSHA Standard 29 CFR 1910.120.

Professional Affiliations & Registrations

Pennsylvania Registered Professional Geologist #PG-338-G

North Carolina Licensed Geologist #1090

South Carolina Professional Geologist #1131

Virginia Certified Professional Geologist #775

Tennessee Registered Geologist #TN219

Representative Experience

Managed and performed full-scale environmental compliance audits for an international chemicals manufacturer at 20 facilities throughout the US and Canada. The facilities included such diverse chemical processes as plasticizer manufacturing,

chemical blending operations, and peroxide production.

Performed due diligence environmental investigations at more than 100 facilities for potential buyers, sellers, lending institutions and insurance companies. Activities included Phase I and Phase II Environmental Assessments along with developing tasks of potential environmental liabilities to assist in purchase negotiations.

Performed environmental compliance audits for such clients as electronic cable manufacturers, film manufacturers, international construction and industrial equipment manufacturers, high-grade industrial detergent manufacturers, electronic components manufacturers, foam producers, commercial heating and coating industries, and electronic and printing facilities. Audits included regulatory review of all environmental and compliance issues and determination of compliance to applicable environmental regulations.

Directed the preparation and implementation of a remediation workplan at a textile facility in accordance with the New York Voluntary Cleanup Program. The nature and extent of volatile organic compounds were determined in the subsurface and a dual-phase extraction pilot test was performed and selected as the remedial alternative. A remediation workplan was prepared and submitted to the New York State Department of Environmental Conservation. The extraction system was designed, installed and brought on-line in July 2000.

4068 Mt. Royal Blvd., Suite 225
Allison Park, Pennsylvania 15101
(412) 487-6000
Fax (412) 487-9785

www.core-srv.com

4 Brookstone Plaza
Morgantown, West Virginia 26508
(304) 292-2673
Fax (304) 292-2773



ENVIRONMENTAL SERVICES, INC.

Consulting • Operations & Maintenance • Risk Assessment • Engineering

Stephen A. Zbur, PG
President/ Owner

Provided project management oversight for due diligence and full-scale compliance audits concurrently at various facilities throughout the United States. These activities were performed as part of major acquisitions or mergers for our manufacturing clientele. As a result of these investigations, compliance and remediation issues were identified and completed as part of the agreement between the buyer and the seller.

Directed an environmental assessment for the seller of an electrolytic capacitor manufacturer. Activities, which were performed in concurrence with the buyers consultant and counsel, included: performing a remedial investigation to determine the extent and magnitude of chlorinated solvents, removing and properly disposing of domestic sludge and soil, coordinating the removal and disposal of out-of-service transformers and spent chemicals and abandoning two former etchant process pits by sampling and filling with concrete.

Directed a Remedial Investigation/Feasibility Study according to the National Contingency Plan (40 CFR, Part 300) at a solvent recovery facility in North Carolina. Tasks included: project scoping, developing a plan to conform with community relations and obtaining substantial data to determine a score for the NPL Hazard Ranking System.

Directed a site characterization at a printing facility as part of the Virginia Voluntary Remediation program. Site-specific action levels were developed using site-specific data to justify

natural attenuation/degradation as a remedial alternative. Site closure was received from the Virginia DEQ after one year of quarterly ground water and soil monitoring.

Directed removal actions of buried drums and scrap PCB capacitors at an electrolytic capacitor manufacturer in Virginia. Activities included: performing a surface geophysical survey to identify the buried debris, preparing an excavation workplan, retaining subcontractors to perform the removal activities, coordinating transportation and disposal of TSCA material, and performing a remedial investigation upon completion of removal actions.

Project Manager for a PCB spill cleanup in a building interior classified by TSCA as a non-restricted area. Activities included delineating the PCB impacted area by performing grid sampling, cleaning and encapsulating the concrete floor and performing final cleanup verification sampling.

Directed a site investigation at a former textile and chemical manufacturing facility in Rhode Island. The work was done in accordance with Rhode Island Brownfield regulations and included developing site-specific soil and ground water action levels using approved fate and transport models. The remedial activities included the excavation of impacted soil and remediating ground water through the use of vacuum enhanced recovery wells to risk based concentrations.

Directed remedial investigations at adhesive manufacturing sites in New Jersey and New York

4068 ML Royal Blvd., Suite 225
Allison Park, Pennsylvania 15101
(412) 487-6000
Fax (412) 487-9785

www.core-env.com

4 Brookstone Plaza
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(304) 292-2673
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ENVIRONMENTAL SERVICES, INC.

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Stephen A. Zbur, PG
President/ Owner

to determine the lateral and vertical extent of chlorinated volatile organic compounds

Provided oversight for dual-phase extraction system pilot tests at sites in New York, New Jersey, Ohio and Pennsylvania.

Provided oversight of natural attenuation analysis for chlorinated volatile organic compounds at various sites. Based on this data, natural attenuation calculations and degradation parameters were calculated and presented to regulatory bodies.

Directed the closure of seven non-hazardous retention ponds at an electrolytic capacitor manufacturer in North Carolina. Activities included: developing a sludge, soil and surface water sampling and sounding program, evaluating and recommending sludge and surface water disposal options, preparing a closure plan, retaining and coordinating with subcontractors to remove surface water from the ponds, solidifying the sludge in place, and backfilling the lagoons to satisfy the conditions of the site specific erosion control plan.

Project Manager for a RCRA Closure/ Post Closure at a manufacturing facility in North Carolina. Activities included: performing a contamination assessment including a bedrock investigation and geophysical well logging to assist in determining the extent of TCA, closing a Hazardous Waste Management Unit, designing and permitting a Corrective Action Management Unit for the on-site treatment of contaminated soil,

and designing, installing and maintaining a ground water and soil treatment system.

Directed a Site Assessment Plan at former fertilizer manufacturing facility. The plan was prepared in accordance with the North Carolina Superfund Section, Voluntary Site Remedial Action Program.

Directed a site assessment at a former plating facility in Pennsylvania. Activities included developing a sampling and analysis plan, classifying and disposing of process related hazardous wastes and determining costs for facility decommissioning.

Performed drip pad assessments and assisted in bring a wood treating facility into compliance with drip pad technical standards (40 CFR, Part 265, Subpart W).

Provided senior oversight to project managers with respect to all aspects of petroleum-related assessment and remediation projects.

Served as project manager for petroleum contamination investigation and remedial activities at underground storage tank facilities. Responsibilities included directing the investigative and remedial study and managing the project team responsible for the installation and maintenance of the recovery and treatment system and negotiating closure criteria.

Program Director for two multi-year contracts for the State of North Carolina. Services include investigating petroleum releases and mitigating

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Allison Park, Pennsylvania 15101
(412) 487-6000
Fax (412) 487-9785

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Stephen A. Zbur, PG
President/ Owner

potential health exposures by installing supply
wells, coordinating the extension of public water
lines and installing point-of-entry systems.

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Thomas M. Rebar, LRS
Senior Project Manager
West Virginia Licensed Remediation Specialist

Experience Summary

Mr. Rebar has over fifteen years of experience as an environmental consultant working with petroleum industry clients in Pennsylvania, West Virginia and the surrounding states, including nine years as a WV Licensed Remediation Specialist (LRS). Mr. Rebar currently manages CORE's West Virginia office and staff, and is the primary contact for clients and regulatory agencies on projects he manages in West Virginia and throughout the mid-Atlantic region.

Mr. Rebar's professional experience includes acting as the LRS on Projects in West Virginia's Voluntary Remediation and Redevelopment Program (VRRP), and Uniform Environmental Covenant Act (UECA) program, including retail petroleum sites, former glass plants, and former bulk petroleum plants with multiple contaminant sources.

Mr. Rebar is proficient in the management of a wide variety of environmental assessment and remediation projects, for a wide range of client types with varying project objectives. His experience as a Project Manager covers responsibilities from proposal preparation and budgetary management, through field personnel and subcontractor supervision, regulatory interaction and site closure negotiations.

In addition to project level management and supervision, Mr. Rebar has extensive hands-on experience in the field as a Project Scientist and

Senior Field Technician. Field experience includes the installation and operation of various types of soil and ground water remediation systems, soil boring and monitoring well installation, Phase I and II site assessments, remedial feasibility studies, emergency spill response, and on-site construction management.

Mr. Rebar has hands-on experience with various methods of subsurface exploration, including the utilization of air knife, direct-push, hollow-stem auger, and air rotary boring methods to complete subsurface delineation.

Education

B.S. in Geology - California University of Pennsylvania

Annual continuing education credits obtained through participation in the Risk Assessment/Brownfield Site Assessment Workshops presented by the West Virginia Department of Environmental Protection (WVDEP), 2000 through 2010

Pennsylvania Department of Environmental Protection (PADEP) Land Recycling Workshops, December 2007 and 2008

40-Hour HAZWOPER Training Course and Associated 8-Hour Refresher Training current to date, complying with OSHA Standard 29 CFR 1910.120

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Allison Park, Pennsylvania 15101
(412) 487-6000
Fax: (412) 487-9785

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Thomas M. Rebar, LRS
Senior Project Manager
West Virginia Licensed Remediation Specialist

8-Hour Supervisors Course complying with 29
CFR 1910.120(e)(4)

Red Cross First Aid and CPR Certified

Professional Affiliations & Registrations
West Virginia Licensed Remediation Specialist
Registration No. 109

Associate Member of the Pennsylvania Council
of Professional Geologists

Associate Member of the West Virginia Oil
Marketers & Grocers Association (OMEGA)

Member of the West Virginia Chapter of the Air
and Waste Management Association (AWMA)

West Virginia Chapter, Allegheny Mountain
Section

Morgantown Area Chamber of Commerce,
Morgantown, West Virginia

Representative Experience

As a LRS, Mr. Rebar is certified by the director of the West Virginia Department of Environmental Protection as an individual qualified to perform professional remediation services and to supervise the assessment and remediation of contaminated sites within West Virginia's VRRP and UECA Programs. Mr. Rebar's LRS experience in West Virginia includes performance of site assessments according to EPA and VRRP QA/QC standards

and risk-based closures for petroleum industry and local government clients.

As a Project Manager, Mr. Rebar has performed management duties on over 250 projects for over 80 different petroleum industry clients in PA and WV, including acting as the project LRS on projects within West Virginia's VRRP and UECA.

Recent projects include Risk-Based closure of a petroleum bulk storage terminal in northern WV through West Virginia's Voluntary Remediation Program, and risk-based closure projects of various size and scope throughout PA, OH and WV. Mr. Rebar prepares proposals, contracts and work plans for these projects and is the primary contact for client representatives and state regulators. Mr. Rebar is responsible for the scheduling and supervision of a full-time staff working on these projects and performs final review of all reports, permits and correspondence related to the projects. Mr. Rebar also is responsible for all budget-related and financial management issues on these projects. He has been responsible for the application of state and federal regulations to petroleum projects in multiple states. As a Staff level Scientist, Mr. Rebar has supervised soil boring and remediation system installations, directed underground storage tank closures and performed

Phase I and Phase II Environmental Site Assessments and site delineation. Previous

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Thomas M. Rebar, LRS

Senior Project Manager

West Virginia Licensed Remediation Specialist

technical level field experience included operation and monitoring of remediation systems, pilot testing, groundwater sampling, installation and maintenance of Oxygen Releasing Compound® and other passive remediation units, supervising construction subcontractors, surveying, well abandonment, coordinating laboratory services and field activities, and setting up and operating mobile point-source remediation systems.

Remedial system experience includes the installation and operation of dual phase recovery systems, pneumatic pump-and-treat systems, ozone injection systems, and high and low vacuum vapor recovery systems. He is experienced with the operation of systems utilizing carbon absorption and catalytic oxidation, air strippers, product skimmers, and multi-phase vacuum extraction equipment.

Professional staff level report preparation experience includes data analysis and preparation of technical reports in various States, for numerous and diverse clientele, and for all phases of environmental projects. Mr. Rebar has been the primary author and/or primary reviewer on Phase I Site Assessments, Phase II Site Characterization Reports (SCRs), Corrective Action Plans (CAPs), and Remedial Action Completion Reports (RACRs) submitted to regulatory agencies in multiple States.

Retail & Bulk Petroleum Facilities - Managed projects on over 180 retail petroleum sites for over 65 individual clients. These sites are in

various stages of cleanup including initial assessment, site delineation and characterization, remediation system design and installation, system optimization and regulatory closure negotiations. Mr. Rebar has managed site closures in WV via the Leaking Underground Storage Tank (LUST) program and in Pennsylvania through Underground Storage Tank Program and Act II.

Phase I Site Assessments - Mr. Rebar has recently completed Phase I site assessments per ASTM E-1527 on petroleum and industrial sites in West Virginia, Pennsylvania, and Florida. His role on these projects included on-site assessment and interviews, senior report review, and project management.

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Allison Park, Pennsylvania 15101
(412) 487-6000
Fax (412) 487-9785

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(304) 292-2673
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Jeffrey S. Holmes
Senior Project Manager

Experience Summary

Mr. Holmes is responsible for managing environmental contamination assessment projects, RCRA permitting projects, compliance auditing projects, development and preparation of various types of pollution prevention plans, RCRA and solid waste closure plan preparation and management and certification of RCRA and solid waste closures. Mr. Holmes also participates in and manages site characterization studies. His duties include planning and implementation of projects, coordination with clients, state regulators and subcontractors, interpretation of data, preparation of reports, job accounting and invoicing.

Education

BS, Environmental Engineering, Pennsylvania State University, State College, 1981

Professional Affiliations & Registrations

Professional Engineer, Pennsylvania, 035724-E, 1986

Professional Engineer, Connecticut, 15046, 1987

Professional Engineer, Ohio, E-51145, 1987

Professional Engineer, New York, 070285-1, 1993

Professional Engineer, West Virginia, 15759, 2003

West Virginia Licensed General Engineering Contractor, 2004

Professional Memberships

US EPA Common Sense Initiative Iron and Steel Sector, Brownfields Workgroup, 1995-1998

Society of American Military Engineers, 1993-2000

Publications

"Time-Release Electron Donor Application in a Low Permeability PCE Contaminated Aquifer" - Proceedings of the Third International Conference on Remediation of Chlorinated and Recalcitrant Compounds, Monterey, CA, May 2002.

Awards

1995 WMX Technical Excellence Award, 3rd Place

Representative Experience

Confidential Steel Corporation, Williamsport, Pennsylvania. Development and preparation of Post-Closure Permit modification to reduce the sampling frequency of the ground water monitoring program, eliminate some program monitoring wells, reduce some recordkeeping requirements and eliminate some analytical parameters from the post-closure program. The application was submitted to the PADEP and the application approved. [1999-2001]

Reclamation Facility, Ellwood City, Pennsylvania. Project manager for initial development of and periodic updates to Part B RCRA Storage and Processing Permit

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Allison Park, Pennsylvania 15101
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Jeffrey S. Holmes
Senior Project Manager

Application for the facilities rotary hearth furnace, electric arc furnace and cadmium recovery processes as well as related activities. Conducted meetings with PADEP and client and provided permit revisions in the form of revised applications to address facility modifications and subsequent regulatory agency comments. Draft permit issued in 1992, final permit issued in 1994, amended permit issued in December 1995 to include cadmium recovery operations. Presently involved in major permit modification to include new storage areas, processing modifications and a new waste stream. [1987 - present]

American Environmental Services Company Site, Jacksonville, Florida Area. Project manager and design coordinator for development of RCRA storage facility Part B Permit applications. Three different sites were evaluated and went through a partial or the complete permit application process. Application preparation involved regulatory liaison with Florida DEP and other environmental agencies, design of storage facilities and associated layout per applicable regulations, preparation of required Florida DEP Permit forms, development of spill plans and erosion control plans. [1993-1995].

NGK Metals Corporation, RCRA Facility Investigation, Reading, Pennsylvania. Construction manager for a RCRA Correction Action Program for a manufacturer of beryllium alloys, one of the first RCRA Corrective Action Projects to be undertaken by EPA. Groundwater

Model and Pump Test Report were the best reviewed by the EPA Region III project officer. The purpose of the project was to determine the impact of on-site waste disposal practices by prior owners of the site which included the operation of an on-site industrial waste landfill and several waste water and sludge lagoons. Provided construction oversight supervision and design engineer roles, periodic site visits and participation in meetings and regulatory agency negotiations.

DuPont, New Castle, Pennsylvania. Quality Control Supervisor for closure of a 13-acre landfill. Managed field QC staff, responsible for development and preparation of all work plans, including: Construction Execution Plan; Contractor Quality Control Plan; Security Plan; Environmental Protection Plan; Spill and Discharge Control Plan; Decontamination Plan; Submittal Register, and, Traffic Control Plan. Responsible for development and preparation of all project QC submittals (material approvals, laboratory data, field testing results) responsible for QC oversight of contaminated waste regrading, placement of cover soils, installation of erosion control measures, fencing and site revegetation operations. Conducted task specific meeting agendas and conducted Preparatory Phase and Initial Phase Meetings with required site personnel and contractors. Participated in Weekly Progress Meetings, prepared daily construction quality control reports and was involved with client and PADEP negotiations of project changes. [2001]

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Fax (412) 487-9785

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Senior Project Manager

El Paso Energy, Calvert City, Kentucky. Participated in confidential due diligence evaluation associated with the acquisition of a natural gas fired power plant in western Kentucky by evaluating potential for liability associated with off-site sources, wastewater, storm water, ground water and waste management conditions. [2001]

Hukill Chemical Corporation, RCRA Closure Plan for Storage Tank Farm, Bedford, Ohio. Design engineer for development and preparation of RCRA closure plan for the company's hazardous waste tank farm involving a alternative capping system and subsurface drainage system. Conducted regulatory negotiations for alternative capping system and modified statistical groundwater data evaluation procedures. [1999-Present]

NGK Metals Corporation, Residual Waste Study and Phase I & II Permit, Reading, Pennsylvania. Primary designer and certifying engineer for a residual waste study at this beryllium alloys manufacturing facility, which identified and classified the waste streams according to the new residual waste regulations. A thorough overview of the new regulations and their effect on NGK was presented along with viable action options which included compliance requirements, schedules, and cost. As a result of this study, NGK decided to upgrade their facility to a Class I landfill. [1997]

Naval Surface Warfare Facility, Navy CLEAN, Dahlgren, Virginia. Worked as a subcontract

employee to aid and manage the 65% and 100% design phases for a landfill capping system, marsh area cover system, soil cover system for a stream backchannel, stabilization of streambanks, identification and quantification of excavation areas for incorporation under the landfill cap, slurry wall, sedimentation basin and stormwater management features. Managed the design team and was responsible for development of project work plans and related documents including erosion and sediment control plan; environmental permits report; basis of design report; stormwater pollution prevention plan; design specifications; design drawing; and, the construction cost estimate. [1998-1999]

Aluminum Manufacturer, Rockdale, Texas. Project manager for development and preparation of comprehensive spill pollution and prevention plans for the facilities pump station, mining operations, power plant and manufacturing operations. Spill plans were developed in accordance with the company's standard format to address all facility operations and waste materials as well as raw materials.

Specialty Steel Manufacturer, Pollution Prevention, Louisville, Ohio, and Midland, Pennsylvania. Project manager for developing and managing numerous spill prevention plan projects, including SPCC Plans, Stormwater Pollution Prevention Plans, and Preparedness Prevention and Contingency Plans. [1997 - present]

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Allison Park, Pennsylvania 15101
(412) 487-6000
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Senior Project Manager

Specialty Steel Manufacturer, Waste Minimization, Louisville, Ohio. Project manager for a waste minimization study and lagoon closures. [1997-Present]

Norfolk Southern Corporation, UST Site Assessment and O&M Services, New London, Ohio. Project manager for assessing the viability of purchasing an in-place pump and treat system to remediate petroleum product releases. Recommended purchase of the system and assisted in the negotiation of the purchase price with BUSTR. Managed installation of two additional groundwater wells and operation of the system, maximizing the efficiency of product recovery efforts at the site. Managed preparation of a Remedial Action Plan and performance of a dual-phase extraction test. Directing evaluation of additional remedial alternatives in efforts to bring the site to closure and satisfy BUSTR cleanup standards. [1997-Present]

Component Intertechnologies, System Design, Hadley, Pennsylvania. Project manager for system design of two extraction wells, air stripper, transfer pump and flow equalization tank. Involved in negotiations with PADEP for system design, permitting and monitoring program development. Provided oversight of extraction and treatment system construction activities and involved in ongoing system operation, maintenance and monitoring program activities. Provided oversight of design of ground water extraction and treatment system for DNAPL recovery and containment.

Old City of York Landfill Superfund Site, Remedial Design Work Plan, York, Pennsylvania. Project engineer for development of Remedial Design Work Plan and associated documents, and assisted in coordination of conceptual, prefinal, and final design activities. Participated in cover thickness evaluation, borrow area evaluation, landfill gas survey, evaluation of collected data, and development of remediation design reports to include plans for capping a 16-acre portion of a landfill and collection and treatment of contaminated ground water from five on-site ground water extraction wells. Coordinated development of design reports for submittal to EPA regarding landfill capping and landfill gas assessment, monitoring and collection. As part of pre-final and final design, assisted in development of routine monitoring and performance verification plans. Acted as quality assurance director during remedial construction activities, responsible for construction oversight, participant in bi-weekly construction meetings and negotiations with regulatory agency. Presently involved in post-remedial action operation and maintenance activities.

Confidential Client, Aluminum Extrusion Facility, Girard, Ohio. Project manager for consulting assistance immediately following release of industrial wastewater containing hexavalent chromium, design and oversight of site investigation activities related to the release. Investigation involved soil boring and ground water monitoring well installation and monitoring activities to assess extent of

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Allison Park, Pennsylvania 15101
(412) 487-6000
Fax (412) 487-9785

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Senior Project Manager

contamination. Following assessment activities, assisted in development of design of ground water extraction system. Responsible for oversight of system construction, operation, maintenance and development and implementation of monitoring program. Project resulted in the recovery of the vast majority of contaminated wastewater.

Confidential Client, Hazardous Waste Landfill, Model City, New York. Project manager for development of detailed design report, specifications and construction drawings for ground water interceptor trench system and associated extraction wells for DNAPL recovery. Assisted in preparation of design calculations for total system flow rates, sizing extraction well pumps and trench configurations.

Also involved in design of pilot boring program to determine depth of interceptor/collection trench and presence of DNAPL as well as system performance monitoring program to evaluate extraction system flow rates and drawdown for system optimization.

Confidential Steel Corporation, Closure Management and Oversight, Johnstown, Pennsylvania. Certifying engineer for closure of a 5-acre hazardous waste pile. Participated in negotiation with PADEP for cost-saving modifications to the approved closure plan (prepared by others) and coordination of other contractors during closure.

Aluminum Finishing Facility, Northeast Ohio. Developed and implemented a closure plan for facility decommissioning of finishing operations

prior to relocation of a concrete sump, paint booths and surrounding areas, pretreatment (chromate conversion coating and cleaning) area, paint room, wastewater treatment facilities and several storage areas. Implemented decontamination of structures and associated analytical verification testing, oversight and management of contractors and preparation of closure certification documentation. [1998-1999]

Former Steel Processing Facility, Williamsport, Pennsylvania. Project and field manager for field oversight and certification of RCRA closure of three inactive hazardous waste surface impoundments and three non-hazardous waste drying beds. Managed verification sampling, review of contract change orders, oversight of contaminated waste stabilization QA/QC, management of soil testing contractor, synthetic liner installation supervision and surveying oversight. Weekly reports were provided to the client as well as a comprehensive certification document. [1989-1990]

Plumbing Hardware Manufacturer, Western Ohio. Project manager for verification sampling, oversight of field engineers and construction contractor, coordinated QA/QC testing procedures for soils and synthetic liner and was responsible for surveying activities during closure of six RCRA plating wastewater sludge lagoons. Provided oversight of additional site investigation activities to define extent of contamination outside impoundments, negotiation with regulatory agency officials

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regarding closure issues and performance of risk assessment for clean closure. A comprehensive certification document was also provided to the client. [1989-1991]

Specialty Steel Manufacturer, Youngstown, Ohio. Project manager and field manager for development of three RCRA closure plans for 1) an electroplating wastewater treatment plant sludge drum storage area, 2) carbon steel pickle liquor storage tank, and 3) stainless steel pickle liquor storage tank. Negotiated closure plan approvals with Ohio EPA. Provided oversight and certification of closure for drum storage area and carbon steel pickle liquor storage tank to include decontamination activities, verification sampling and analysis review and approval, and periodic inspections during closure. [1989-1992]

Former Pin and Fastener Manufacturer, Dayville, Connecticut. Project manager and field manager for oversight of closure activities for two RCRA electroplating wastewater surface impoundments. Management of closure activities included contractor oversight, soils verification sampling and approval of laboratory analysis results as "clean," soils QA/QC testing and surveying services. Performed periodic compliance inspections, involved in negotiations with CTDEP regarding soil compaction and additional waste material removal and establishment of modified cleanup criteria. Supplied client with comprehensive closure certification document. [1988-1989]

Residential and Architectural Hardware Manufacturer, New Haven, Connecticut. Project manager and field manager for oversight of RCRA closure activities for five electroplating wastewater surface impoundments and two sludge disposal areas. Oversight of closure activities involving removal of wastes for off-site disposal, soil verification sampling and analysis with approval of "clean" levels, backfilling and soils QA/QC testing. Involved in negotiations with CTDEP to revise cleanup levels to less stringent criteria during closure. Supplied client with comprehensive closure certification document. [1987-1988]

Residential and Architectural Hardware Manufacturer, New Haven, Connecticut. Project manager for developing and managing state grant program authorized waste minimization audit. Audit addressed metal finishing operations, painting, degreasing operations and various other operations involving oils, solid wastes and wastewater. Program was developed with company input and through meetings with their waste minimization committee. Previous operations were reviewed in detail including chemical usage, waste generation rates, process water usage and electricity usage. Final report included recommendations regarding product substitutions, new treatment/reuse equipment, water conservation and provided payback period evaluations. [1990]

Specialty Steel Manufacturer, Youngstown, Ohio and New Britain, Connecticut. Project manager for environmental compliance auditing

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(412) 487-6000
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Senior Project Manager

at the company's manufacturing facilities to include RCRA and solid waste issues, underground storage tanks, SARA Title III issues, Clean Water Act NPDES permitting and pretreatment requirements, OSHA flammable storage areas and TSCA PCB issues. Comprehensive final summary reports were prepared in conjunction with post-audit meetings. [1986-1988]

Bicycle Manufacturer, Maysville, Kentucky. Project manager for development of post-closure permit application to include ground water monitoring program, statistical evaluation of ground water monitoring data and site inspection program. [1986-1987]

Industrial Park, Bridgeport, Pennsylvania. Project manager for three comprehensive property transfer assessments of this 25 acre park to include asbestos, storage tanks, hazardous substances, PCBs, solid wastes, ground water monitoring well installation and sampling, development of soil sampling program. Final reports provided recommendations on waste characterization, tenant activities and operations and a summary of liabilities based on field sampling activities and walkover surveys. Cost estimates for remedial activities were also provided. [1987-1991]

Miniature Bellows Manufacturer, Cedar Grove, New Jersey. Project manager for review of soil gas survey and soil sampling program and for oversight of groundwater monitoring well installation and sampling program development

related to VOC contamination. Provided oversight of record search activities, aerial photograph acquisition, review of prior plant operations, development of isoconcentration maps and ground water contour maps for incorporation into final contamination investigation report. A final report was prepared addressing findings, possible sources, and recommendations for additional investigation activities. [1989-1990]

Specialty Steel Manufacturer, New Britain, Connecticut. Project manager for Phase I and Phase II property assessment activities, including development of soil, groundwater and surface water sampling program, collection of samples and data interpretation. Reviewed manufacturing operations, interviewed plant personnel, and prepared a comprehensive summary report developed for the client's use in filing appropriate state property transaction forms. [1987-1988]

Carbon-Graphite Magnet Manufacturer, Saint Marys, Pennsylvania. Project and field manager providing field oversight and certification of two non-hazardous waste surface impoundments. Provided oversight and approval of contractor QA/QC procedures, negotiations with regulatory agency officials, and oversight of surveying activities. [1987]

Steel Manufacturer, Neville Island, Pennsylvania. Technical assistant responsible for comprehensive records search program development and performance of record search,

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(412) 487-6880
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including Sanborn map acquisition and review, interviews with PADEP officials, plant personnel and Army Corps of Engineer personnel, title search of properties, PADEP compliance file history review of surrounding property owners, aerial photograph acquisition and review. Involved in development of soil and groundwater sampling and analytical program based on records search findings. [1991]

Special Training

American Red Cross First Aid and CPR Training, 2000 and 2001

Hazardous Materials Shipping Training, DIT, 49 CFR Parts 171 and 172, 1995

Treatment of Contaminated Soils and Groundwater, 1992

Air and Waste Management Association, Cincinnati, OH

Data Consultants Computer Training - Lotus 1-2-3, 1990

Data Consultants, Mars, PA

Hazardous Waste Site Manager's Training, OSHA 29 CFR 1910.120, 1987

Hygiene, Safety and Training Company, Pittsburgh, PA

Hazardous Waste Field Investigations Health and Safety Training, OSHA 29 CFR 1910.120, 1987

Hygiene, Safety and Training Company, Pittsburgh, PA

Real Estate Transaction Environmental Evaluations, Pittsburgh, PA 1988

Project Management, Skill Path Inc., 1989, Pittsburgh, PA

10-Hour Construction Safety Training

8-Hour OSHA Refresher, 1993 - 2002

DOT Training, 1998

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Heather W. Gawne, CHMM
Project Manager

Experience Summary

Heather W. Gawne is a project manager for CORE Environmental Services, Inc. with more than twelve years experience in air and water quality permitting, environmental compliance auditing, environmental compliance reporting, and coordinating, supervising and managing of various field activities. She has also supervised field programs which included drilling and installation of monitoring wells, surveying, excavations, collection of soil and ground water samples and in-situ oxidation to remediate petroleum releases and on-site field analysis of soil.

She is currently responsible for managing environmental contamination assessment and characterization projects, completing discharge permitting projects (NPDES for industrial discharges and storm water and air) and environmental compliance auditing. Daily duties may include planning and implementation of projects, coordination with clients and subcontractors, interpretation of data, preparation of reports, job accounting and invoice review.

Education & Accreditation

M.S. Environmental Science and Management –
Duquesne University, Pittsburgh, Pennsylvania

B.S. Earth Science - Clarion University of
Pennsylvania, Clarion, Pennsylvania

Certified Hazardous Materials Manager (CHMM)

40-Hour HAZWOPER Training Course &
Associated 8-Hour Refresher Training to Date
Complying with OSHA Standard 29 CFR
1910.120.

8-Hour Supervisors Course complying with 29
CFR 1910.120(e)(4).

Hazardous Materials Manager, Institute of
Hazardous Materials Management, November
2004.

Professional Memberships

Pennsylvania Association of Environmental
Professionals.

Academy of Certified Hazardous Materials
Managers, 2004.

Three Rivers Chapter, Academy of Certified
Hazardous Materials Managers, 2004.

Representative Experience

Ms. Gawne has provided oversight of excavation
and transportation subcontractors for large
excavation activities at various commercial and
industrial clients in varying states: large
petroleum/oil client (Michigan); capacitor
manufacturer (Virginia); and commercial
developer (Maryland).

Supervised excavation activities for a large
petroleum/ oil client in Michigan involved the
removal of hydrocarbon impacted soils from the
release of underground storage tanks to the
applicable health standards. Field testing by a
certified laboratory was utilized during the
excavation. Approximately 200 tons of soil was
removed during the excavation.

Directed the segregation of PCB/non-PCB
capacitors, removal of sixteen 55-gallon drums
and excavation of 2,399 tons of PCB-containing
soil at a Virginia capacitor manufacturer.

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Heather W. Gawne, CHMM
Project Manager

Activities for the site involved setting up a grid to locate buried drums that had been identified during ground penetrating radar (GPR), buried drum removal, capacitor segregation and removal, PCB grid sampling, and PCB immuno-assay field testing.

Ms. Gawne has directed excavation activities of hydrocarbon impacted soils at a former demolition landfill in Maryland. Approximately 4,500 tons of soil were disposed by landfill and bioremediation.

The site work consisted of removing overburden that existed above the identified hydrocarbon impacted as well as removing the impacted zone in two separate areas. The excavation also involved the removal of buried drums, lead-acid batteries, and the occasional steel piping from removed underground storage tanks. Once excavation work was completed the site was re-graded and re-seeded to Maryland Department of Environment (MDE) standards. The site received a "no further action" upon completion of the final remedial report.

During the removal of drums and capacitors, PCB soil testing using immuno-assay field test kits was utilized to ensure that PCB contaminated soil was completely removed prior to placing clean backfill in the excavation. PCB soil samples were also sent to a certified laboratory to verify the results of the PCB field test kits. The Environmental Protection Agency's publication "Verification of PCB Spill Cleanup by Sampling and Analysis" was followed to ensure proper sampling points and statistical accuracy.

Performed oversight of subcontractors during soil excavation, transportation and disposal for commercial and industrial sites. Provided health and safety monitoring at construction sites and prepared health and safety plans for other types of environmental work.

She has conducted soil analysis for PCBs and TPH using immuno-assay field test kits which required the use of preparing calibrators for comparison to samples. Preparing soil extractions for assay run, and preparing conjugates and substrates for the assay run. Absorbance reading was also required with a photometer for final readings.

Established project databases for large-scale site investigations, water assessments, and remediation projects. Activities included the entry and integration of maps, cross-sections, laboratory data, and field data into a geographic information system (GIS) with use of AutoCAD as its graphical interface.

Supervised field activities that included soil and water investigations. This work involved drilling, Geoprobings and excavation.

Conducted ground water and soil sample collection and field analysis. Communicated with various laboratories to ensure the quality control and data accuracy.

Maintained computer database of multiple site, multiple event sampling system using GISKey.

4068 Mt. Royal Blvd., Suite 225
Allison Park, Pennsylvania 15101
(412) 487-6000
Fax (412) 487-9785

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ENVIRONMENTAL SERVICES, INC.

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Heather W. Gawne, CHMM
Project Manager

Prepared and obtained National Pollution Discharge Elimination System (NPDES) permits for Pennsylvania and New Jersey. Prepared and obtained Permit to Construct and install a ground water remediation system air permit for New Jersey using the NJDEP RADIUS submittal system. Prepared Request for Determination (RFD) applications for Pennsylvania remediation systems.

Prepared and submitted minor source air permits for bulk petroleum plants and various industrial facilities within the state of Pennsylvania. In addition, Ms. Gawne prepares the annual air emissions reports for the clients when requested.

Ms. Gawne also partakes in compliance audits for various underground and above ground storage tank facilities, semi-conductor manufacturers, energy producers, bulk chemical facilities and other various industries. The compliance audits focus on environmental regulations but also touch on the health and safety factors associated with the specific industry. In addition, Ms. Gawne is involved with completing environmental compliance reporting that includes SARA reports (Tier II and Form R), air emissions inventory reporting, and biennial residual and hazardous waste reports for various manufacturing clients. In addition to the reporting needs of manufacturing clients, Ms. Gawne also provides compliance assistance which includes weekly and/or monthly site visits to ensure maintenance, recordkeeping, labeling, and other regulatory items revolving around RCRA, air quality and/or water quality regulations are being adhered.

Completed Phase I assessments for various clients including banks, gasoline service stations, real estate companies, and other various entities. Ms. Gawne has also prepared Preliminary Assessments for the State of New Jersey. She has done record and file searches at the PADEP for properties which have had suspected or confirmed chemical releases to the soil and/or ground water.

Ms. Gawne has also been involved with the completion of both statewide health standard and site specific standard site characterization reports (SCR) and remedial action completion reports (RACR) as per PADEP requirements.

Ms. Gawne embarked on an independent study trip as a delegate of the United States to China. Her specific topic of study was wetlands in China and the uses of wetlands in China to: filter heavy metals and other contaminants from entering rivers, streams, and creeks; aid in flood control; and support endangered species.

The entire independent study included day trips to endangered species breeding centers, wastewater treatment plants, and recycling centers within different provinces of China. The studies were always followed with discussions between the delegates and directors of the areas visited. Ms. Gawne completed an independent study on wetlands in China.

Ms. Gawne was also in charge of developing a post-presentation in the form of a DVD that

4058 Mt. Royal Blvd., Suite 225
Allison Park, Pennsylvania 15101
(412) 487-6000
Fax (412) 487-9785

www.core-env.com

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Morgantown, West Virginia 26508
(304) 292-2673
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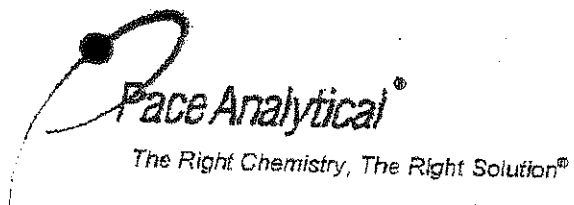
Heather W. Gawne, CHMM
Project Manager

documented the study interests such as the breeding center and wastewater treatment plants. The DVD was presented to the Dean of the Bayer School of Natural and Environmental Sciences as well as students who are interested in study abroad opportunities.

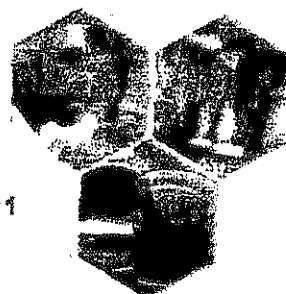
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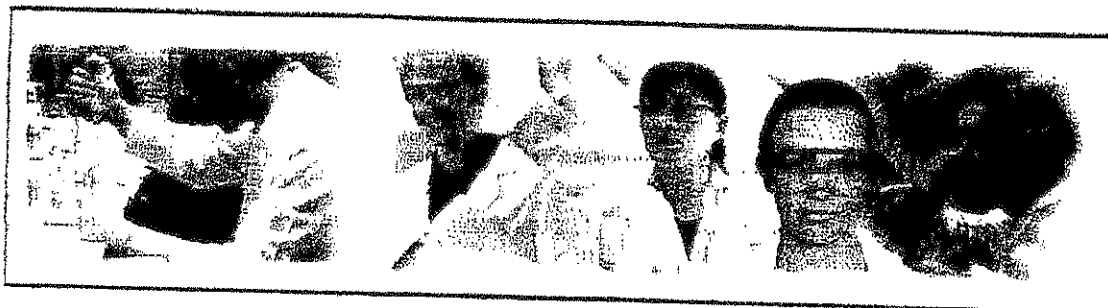
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Fax (304) 292-2775



2011



Statement of Qualifications



Prepared by:

Pace Analytical Services, Inc.
1700 Elm Street
Minneapolis, MN 55414

Pace Analytical Services, Inc.
Statement of Qualifications



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1. Company Introduction and History



Introduction to Pace Analytical

Pace Analytical Services, Inc. (Pace Analytical) was formed in 1995 through the purchase of seven laboratories from PACE Incorporated. Steve Vanderboom, President and CEO, and majority shareholder Rod Burwell, Pace Analytical's Chairman, formed the company after the shareholders of PACE Incorporated decided to sell all the laboratories and leave the environmental laboratory business. Mr. Burwell has provided the solid financial backing necessary in order for our laboratories to maintain a key leadership role in the analytical testing industry. His efforts include furnishing our facilities with state-of-the-art instrumentation and well-trained personnel.

Today, Pace Analytical is a privately held, full service sampling and analytical services firm operating a network of 15 laboratories and 9 service centers and Satellite Pickup Locations nationwide. All of our full-service laboratories are NELAC accredited. Our laboratories utilize U.S. EPA, ASTM, Standard Methods, NIOSH, and other accepted test procedures and methods, in accordance with federal and state regulations.

The company consists of six divisions: Analytical Services, Product and Material Testing, Field Services, Professional Services, Lab Equipment Sales and Service, and Life Sciences. Pace Analytical maintains a comprehensive list of certifications and methodologies throughout our laboratories. In addition to offering full service environmental analytical services, Pace Analytical provides the following specialty environmental testing services:

<ul style="list-style-type: none">• Dioxin / Furan• Biotz• Air Toxics• Industrial Hygiene• Microbiological• Mixed Waste Characterization• Vapor Intrusion	<ul style="list-style-type: none">• Asbestos• Aquatic Toxicity / Bioassay• Radiochemistry• PCB Congeners• On-Site Gas Phase FTIR• Field Sampling and Analysis
---	--

Company Philosophy and Operating Principles

We are continually building Pace Analytical on a foundation of our **Mission Statement**, **Statement of Purpose** and our **Core Values** that guide our decisions each day. Strict adherence to our Core Values, as we model our capabilities and services to meet our customers' needs, will be the primary key to our future success.

- » **Mission Statement**
Working together to protect our environment and improve our health
- » **Statement of Purpose**
To meet the business needs of our customers for high quality, cost-effective, analytical measurements and services
- » **Core Values**
 - Integrity
 - Know Our Customers
 - Flexible Response to Demand
 - Continuously Improve
 - Value Employees
 - Honor Commitments
 - Pursue Opportunities

Your Total Testing Resource

To become a strong business, Pace Analytical laboratories have consistently worked to increase efficiencies, hire and nurture strong analysts, maintain high quality services and utilize the most modern instrumentation and systems available. As a service provider, our bottom-line has been to assist our customers in meeting their business objectives. With this goal in mind, we work with our clients to develop sound solutions by utilizing our skills, technical experience and modern instrumentation. Today, Pace Analytical has evolved from "just" a network of environmental laboratories into a company of solution providers.

Undoubtedly, the ultimate benefit to our customers is the total integration of all our service offerings into one company – Pace Analytical. While some companies may provide some of the same services, our offerings are unmatched by anyone. Our complement of environmental testing services, outsourced chemistry services and experienced problem-solvers make Pace Analytical uniquely qualified to service all of your analytical requirements.

Investment in Applied Technologies

Pace Analytical's investment in applied technologies provides our clients with faster results, enhanced quality, accurate reporting packages and easy to interpret test results. An example of our commitment to technology is EPIC (Environmental Projects Information Control System). Pace Analytical's laboratory information management system, which is installed in each of our laboratory locations. EPIC is based on an Oracle database, which gives the system the flexibility to adapt to many of your specific project requirements. The system allows us to create standardized reports, methods, and invoices. Through uniform operations, we are able to understand and complete your request, regardless of which lab is performing your analyses.

Other investments in a new accounting system, analytical instrumentation and laboratory facilities have standardized our services from location to location and have provided our clients with the most up-to-date technologies available.

PacePort: Online Data Management

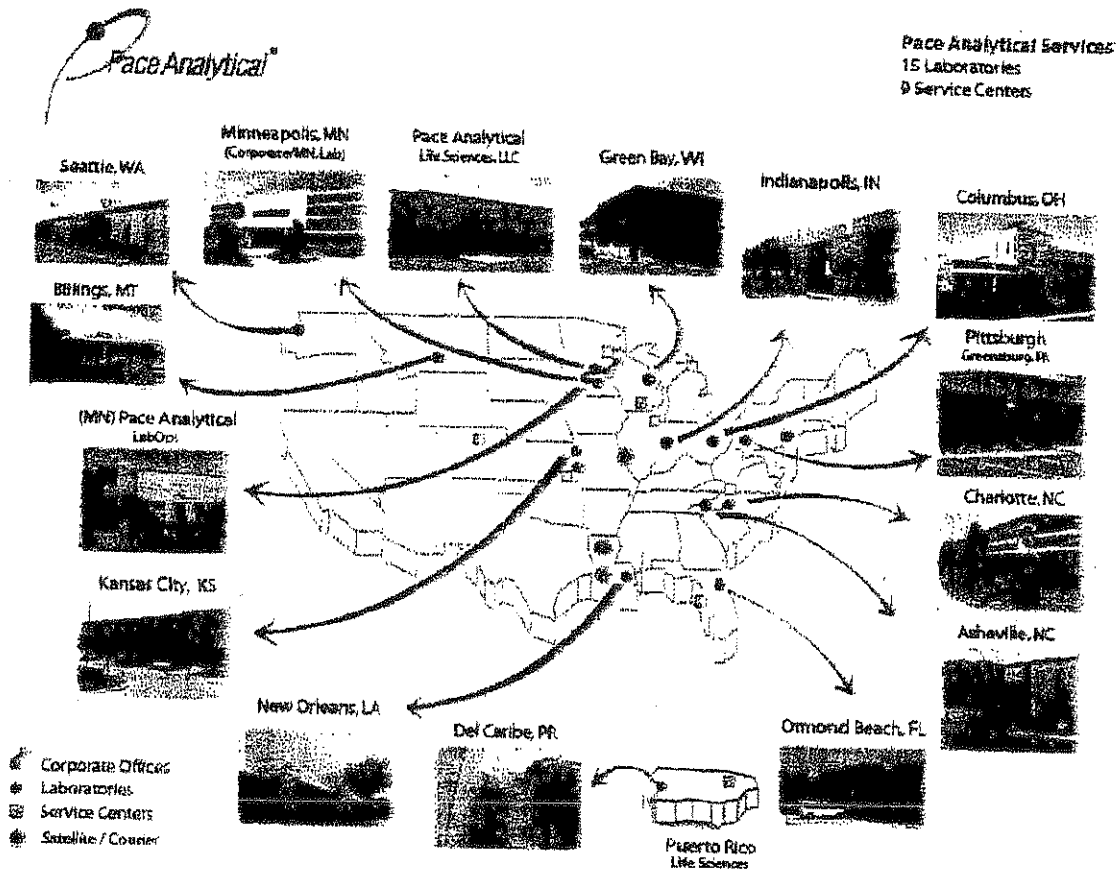
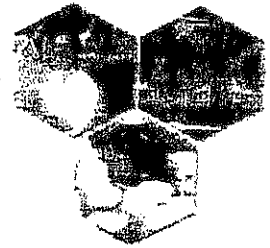
Pace Analytical provides convenient online data access and report management services to enable better communication and quicker access to your project-critical information. PacePort is a powerful web-based data management tool designed specifically for our customers. With up-to-the-minute access to project and test data from your computer, you have a quick and reliable resource for obtaining the information you need – *when you need it.*


Data You Can Count On


We have all heard the horror stories concerning invalid results and investigations into laboratories that are producing fraudulent data. This in itself is enough to prove that all laboratories are not created equal. Analytical methods contain highly complicated procedures that provide the opportunity for incompetent laboratories with poor management oversight to cut corners in data generation without the knowledge of the end user.


Pace Analytical ensures the quality of our data by employing a strong management team with experienced and qualified supervisors and analytical staff. Our corporate quality department has made considerable progress in standardizing our SOPs, internal auditing process, and providing quality oversight in each of our laboratories. All full service Pace Analytical laboratories are NELAP accredited.


2. Laboratory Locations





Asheville, NC			Address: 2225 Riverside Drive Asheville, NC 28804	Tel: (828) 254-7176 Fax: (828) 252-4618
General Manager: Jeff Graham		Sales Contact: Jenny Snipes		Quality Manager: Barry Johnson
Personnel Overview: Number of Personnel 23 Technical Personnel 12 Support Personnel 11 BS/BA 16		<ul style="list-style-type: none"> • Well-equipped, 8,000 ft² laboratory, providing: <ul style="list-style-type: none"> - Full wet chemistry and metals analysis - Aquatic bioassay and product testing • Sampling services include: <ul style="list-style-type: none"> - groundwater, wastewater and soil • NPDES pre-treatment and monitoring analyses 		
Major Instrumentation: 2 Discrete Analyzer 2 Lachat Automated Analyzer 2 Mercury Analyzers 2 ICPs				
History: Originally part of Environmental Testing, Inc., the Asheville laboratory was acquired by PACE, Inc. in January 1990. The laboratory was included in the purchase which formed Pace Analytical in 1995. The laboratory specializes in Inorganic and Aquatic Toxicity testing – providing services to clients across the country. The Asheville laboratory works in conjunction with the Pace Analytical Charlotte laboratory to support organic testing requirements and provide lab services for much of the southeastern region.				

Charlotte, NC			Address: 9800 Kinney Ave. Ste. 100 Huntersville, NC 28078	Tel: (704) 875-9092 Fax: (704) 875-9091
General Manager: Jeff Graham		Sales Contact: Jenny Snipes		Quality Manager: Cheryl Johnson
Personnel Overview: Number of Personnel 46 Technical Personnel 19 Support Personnel 23 BS/BA 18		<ul style="list-style-type: none"> • 12,000 ft², full service laboratory, providing: <ul style="list-style-type: none"> - full organic and inorganic analyses - air toxics - drinking water analyses • Sampling services include: <ul style="list-style-type: none"> - low level Mercury - groundwater, wastewater, soil and air 		
Major Instrumentation: 9 Gas Chromatographs 8 GC/MS Systems				
History: The Charlotte laboratory operation was acquired by PACE, Incorporated from Environmental Testing, Inc. in January 1990. One year later, the operation was moved to a new 12,000 square foot laboratory and organic analysis capabilities were added. In 1995, the laboratory was included in the purchase that formed Pace Analytical Services, Inc. The operation has grown from a staff of 21 in 1995 to more than 40 professionals today. The lab offers full organic analytical services as well as field sampling. The Charlotte laboratory works in unison with the Pace Asheville laboratory to perform the bulk of their inorganic testing.				

Columbus, OH		Address: 1233 Dublin Road Columbus, OH 43215	Tel: (614) 486-5421 Fax: (614) 486-5478
General Manager: Karl Anderson	Sales Contact: Andy Koerner	Quality Manager: Martha Innes	
Personnel Overview: Number of Personnel 16 Technical Personnel 12 Support Personnel 4 BS/BA 12	<ul style="list-style-type: none"> • Well-equipped, 10,200 ft² laboratory, providing: <ul style="list-style-type: none"> - organic and inorganic analyses - drinking water - Ohio VAP certification 		
Major Instrumentation: 5 GC Systems 5 GC/MS Systems 1 ICP 3 Discrete Analyzers			
History: The Columbus laboratory has been in operation since 1988. This laboratory was once part of the Zande organization which was acquired a couple of years ago by Stantec, and most recently the lab has been privately held under the name Alpha Omega Environmental Laboratory. Although there have been a series of ownership changes, the staff has remained consistent throughout. Pace Columbus provides full service environmental testing in addition to drinking water, waste water and landfill support throughout Ohio and surrounding states.			

Ormond Beach, FL		Address: 8 East Tower Circle Ormond Beach, FL	Tel: (386) 672-5868 Fax: (386) 674-4001
General Manager: Bob Dempsey	Sales Contact: Mike Valder	Quality Manager: Myron Gunselius, Jr.	
Personnel Overview: Number of Personnel 52 Technical Personnel 28 Support Personnel 24 BS/BA 38	<ul style="list-style-type: none"> • 11,000 ft², full service laboratory, providing: <ul style="list-style-type: none"> - SW846 organics and inorganics - Extensive Drinking Water capabilities - Support UST and Groundwater testing • FL NELAC Additional certifications throughout the US 		
Major Instrumentation: 10 Gas Chromatographs 7 GC/MS Systems 2 Mercury Analyzers 1 ICP			
History: The ELAB (Florida) laboratory operation was purchased by Pace Analytical in 2008. ELAB began operations in 1974 under the name Envirolab and provided analytical support services to the clients of its parent environmental engineering company - Briley, Wild and Associates. The Pace Analytical Florida laboratory is headquartered in Ormond Beach, Florida with a service center located in Tampa. In addition to the environmental services it performs, the Florida Laboratory has become one of the premier drinking water testing facilities in the nation. The extensive list of environmental and drinking water certifications allows the company to perform testing in most areas of the United States and the Commonwealth of Puerto Rico.			

Green Bay, WI		Address: 1241 Bellevue Street Green Bay, WI 54302	Tel: (920) 469-2436 Fax: (920) 469-8827
General Manager: Nils Melberg		Sales Contact: Mark Hampton	Quality Manager: Kate Grams
Personnel Overview: Number of Personnel 71 Technical Personnel 45 Support Personnel 26 BS/BA 40		• 27,000 ft ² , full service laboratory, providing: - full organic and inorganic analyses - drinking water microbiology analysis	
Major instrumentation: 17 Gas Chromatographs 15 GC/MS Systems 1 ICP 1 ICP/MS 3 Low Level Mercury Analyzers			
2 Mercury Analyzers 2 Ion Chromatographs 1 Lachat Automated Analyzers 2 LL Hg 1 Methyl Mercury Analyzers			
History: The former En Chem Green Bay laboratory was acquired by Pace Analytical Services, Inc. in October, 2004. The Green Bay facility specializes in quick turnaround UST samples along with routine analysis of organic and inorganic samples. The Pace Green Bay lab offers a wide variety of services, including CLP level packages and electronic deliverables. In addition to routine environmental matrices, the Green Bay laboratory has extensive experience in sediment work and biological tissue analysis.			

Indianapolis, IN		Address: 7726 Moller Road Indianapolis, IN 46268	Tel: (317) 875-5894 Fax: (317) 872-8189
General Manager: Kari Anderson		Sales Contact: Andy Koerner	Quality Manager: Beth Schrage
Personnel Overview: Number of Personnel 51 Technical Personnel 30 Support Personnel 21 BS/BA 34		• Well-equipped, 17,600 ft ² laboratory, providing: - organic and inorganic analyses - industrial hygiene services - air toxics - Ohio VAP certification	
Major instrumentation: 11 Gas Chromatographs 9 GC/MS Systems 2 ICPs			
1 UV/VIS Spectrophotometer 1 Mercury Analyzer 1 Lachat Automated Analyzer			
History: The Indianapolis Laboratory became part of the Pace Analytical laboratory network in 1998. Pace Analytical acquired the ATC Associates Laboratory (IN) and the Core Laboratory (IN) from Core Labs. The two operations were combined into the current facility and now provide full analytical services as well as specialty analyses with regional coverage for Indianapolis, Ohio, Kentucky and eastern Illinois.			

Melissa Cooper

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Thanks!

Michael Jacks, Esq.

Gentle Turner & Sexton

P.O. Box 257

Spelter WV 26438

Office Phone 304-622-7443

Office Fax 304-622-7447

Cell Phone 304-906-9165


mjacks@gtandslaw.com





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Kansas City, KS		Address: 9608 Loiret Boulevard Lenexa, KS 66219	Tel: (913) 599-5665 Fax: (913) 599-1759
General Manager: David Neal		Sales Contact: Clayton Campbell	Quality Manager: Charles Morrow
Personnel Overview: Number of Personnel..... 66 Technical Personnel..... 33 Support Personnel..... 33 BS/BA..... 42		• 17,500 ft ² , full service laboratory, providing: - full organic and inorganic analyses • Sampling services include: - groundwater - soil - wastewater - bioassay • Large project capacity	
Major Instrumentation: 7 Gas Chromatographs 9 GC/MS Systems 2 Ion Chromatographs 1 Lachat Automated Analyzer		2 ICPs 1 Mercury Analyzer 1 Discrete Analyzer	
History: The Kansas City laboratory operation has been in existence for more than 37 years and began as part of Langston Laboratories. In 1989, the laboratory was purchased by PACE, Incorporated and moved into a newly constructed laboratory facility in 1990. The facility was designed and built as an environmental laboratory. In 1995, the Kansas City lab was included in the purchase of the labs that formed Pace Analytical Services, Inc. Recently, the lab has been renovated and enlarged to focus on customer service, workflow processing and increased capacity. The Kansas lab is an 18,000 square foot facility located in Lenexa, KS. Included in the Kansas lab network is the SE Kansas microbiological laboratory and Service Centers in Dallas, Denver, Wichita and St. Louis. These facilities provide comprehensive coverage in the Central Plains region including Arkansas, Colorado, Iowa, Illinois, Kansas, Missouri, Oklahoma, New Mexico, Nebraska, Northern Texas, Utah and Wyoming.			


Minneapolis, MN		Address: 1700 Elm Street, Ste 200 Minneapolis, MN 55414	Tel: (612) 607-1700 Fax: (612) 607-6444
General Manager: Sarah Chemey - Environmental Donald Stock - Field Services		Sales Contact: Mary Silko - Environmental Tom Halverson - Field Services	Quality Manager: Melanie Ollila - Environmental Aaron Fredrickson - Field Services
Personnel Overview: Number of Personnel..... 97 Technical Personnel..... 52 Support Personnel..... 53 BS/BA..... 60		• 49,000 ft ² , full service laboratory, providing: - full organic & inorganic analyses - air toxics (vapor intrusion) - microbiology - alkylated PAH - collision cell - KPMS - high resolution mass spec (dioxin, PCB congener & brominated cmpds) • drinking water analyses • mobile analytical lab • Sampling services include: - groundwater - air (ambient and stack) - wastewater - soil	
Major Instrumentation - Environmental: 10 Gas Chromatographs 19 GC/MS Systems 5 HRGC/HRMS Systems 1 Mercury Analyzer 2 Automated Analyzer 2 ICPs 3 ICP/MS 1 Headspace (Dynamic and Static)		Major Instrumentation - Field Services: 12 Field Service Vehicles 2 OEMs Trailers 6 Gas Phase FTIR 1 Portable GC/TCD 25 Gas Analyzers 15 Isokinetic Sampling Trains (Stack Testing) 20 Isco Automatic Samplers Grundfos Pumps and other water sampling equipment	
History: The Minneapolis laboratory operation was started in 1978 by Steve Vanderboom. After the sale of the laboratory to Pace Analytical in 1995, a new laboratory facility was designed and built to house both the laboratory and the corporate offices. The 49,000 square foot facility was completed in 1997 and was designed to emphasize open flow of communications and samples throughout the laboratory and maximize productivity of all lab and field professionals. The laboratory has specialty capabilities including air toxics, collision cell, FTIR, dioxin/furan analysis, KPMS, field services and more.			

Billings, MT		Address: 602 So 25 th Street Billings, MT 59101	Tel: (406) 254-7226 Fax: (406) 254-1389
General Manager: Sarah Chemey		Sales Contact: Kathy Smit	Quality Manager: Melanie Ollie
Personnel Overview: Number of Personnel 12 Technical Personnel 7 Support Personnel 5 BS/BA 10		• 5,000 ft ² , full service laboratory, providing: - inorganic analyses - soil processing - VPH/EPH - Asbestos - Chlorophyll A NVLAP accredited	
Major Instrumentation: 4 GCs with PID and FID detectors 1 IC 1 Auto Analyzer		2 Ovens 1 Muffle furnace 4 Microscopes	
History: The Billings laboratory serves the Montana, Idaho, northern Wyoming and western Dakotas. The laboratory analyzes a full complement of tests to support the environmental, mining, UST and wastewater markets. The laboratory also specializes in bulk asbestos testing as well as fiber counts across the United States. The Montana laboratory has extensive capabilities and numerous accreditations for the analysis of groundwater, wastewater, soil, hazardous waste and air. The Montana lab provides a full state specific range of organic, water quality and microscopy testing services.			

New Orleans, LA		Address: 1000 Riverbend Blvd. Suite F St. Rose, LA 70067	Tel: (504) 469-0333 Fax: (504) 469-0555
General Manager: Chris Weathington		Sales Contact: Henry Pelitre	Quality Manager: Russell McNiece
Personnel Overview: Number of Personnel 44 Technical Personnel 23 Support Personnel 21 BS/BA 24		• 14,000 ft ² , full service laboratory, providing: - Appendix IX analyses - Full service organic and inorganic analyses - Extensive UST capabilities - Waste characterization - Louisiana REGAP - Texas TRRP - Alkylated PAHs with Bio markers • Sampling services for groundwater, wastewater and soil	
Major Instrumentation: 14 Gas Chromatography 11 GC/MS 1 Cold Vapor Mercury Analyzer 1 KoneLab Automated Analyzer 1 SmartChem Automate Analyzer 2 ICPs		1 Thermo Decomposition Amalgamation AA Mercury Analyzer 1 TOC Analyzer 1 Ion Chromatography 1 Microwave Extractor 1 UV Vis Spectrophotometer 1 TOX Analyzer	
History: The New Orleans laboratory has been in operation since 1967. Originally part of Gulf South Research Institute (GSRI), the laboratory has also been known as the Gulf South Environmental Labs, Inc. (GSELI), Applied Bioscience, Incorporated (APBI) and PACE, Incorporated, before being purchased by Pace Analytical Services, Inc. in 1995. While several name changes have occurred, many key personnel remain with the company to this day. The New Orleans laboratory is a 14,000 square foot facility that provides full organic and inorganic analyses in accordance with RCRA, CWA, SDWA, TSCA and UST programs - for a variety of matrices. In addition, certain special services, including full valid data packages and electronic deliverables. The New Orleans lab supports services for Southern Texas, Louisiana, Mississippi, Alabama and Florida. New Orleans also provides services to Puerto Rico from its San Juan Service Center.			

Schenectady, NY		Address: 2190 Technology Drive Schenectady, NY 12308	Tel: (518) 346-4592 Fax: (518) 381-6055
General Manager: Dan Pfalzer		Sales Contact: Marty Rowan	Quality Manager: Christina Braidwood
Personnel Overview: Number of Personnel..... 41 Technical Personnel..... 22 Support Personnel..... 19 BS/BA..... 27		• 15,000 ft ² , full service laboratory, providing: - full organic and inorganic analyses - air analysis for PCBs by TO-10A & TO-4A - Low level PCB water analysis Aroclors 50 ng/L (PPT) or PCB Congener 9 ng/L (PPT) total PCB - PCB Congener Blood/Serum analysis - PCB Congener Analysis by Green Bay or CQCS 8082 (all 209 congeners) - PCB Homolog Analysis by USEPA 680 - AVS/SEM - Biota Lab	
Major Instrumentation: 14 Gas Chromatographs (GC/ECD) 5 Gas Chromatographs (GC/PID/FID) 5 GC/MS Systems 1 Mercury Analyzer 1 Automatic Absorption Spectrometer 72 units Soxhlet Extraction Apparatus			
History: The Schenectady laboratory operation was started in 1989 by Robert E. Wagner, Lab Director and Robert W. Stoll under Northeast Analytical (NEA). This laboratory is the newest acquisition for Pace Analytical Services. The laboratory is 15,000 square feet originally specializing in high resolution PCB analysis and expanded its analytical services in the 1990's to include: Inorganics, Metals, Volatiles (VOCs) and Semi-volatiles (SVOCs). Although the laboratory has expanded its services, it has stayed at the forefront of PCB measurement and research. We have developed congener specific PCB analytical methodology that have supported many programs investigating PCB problems and issues in several major river systems in the United States.			

Pittsburgh, PA		Address: 1638 Rosetown Rd Suites 2, 3, 4 Greensburg, PA 15601	Tel: (724) 850-5600 Fax: (724) 850-5601
General Manager: Bob Wyeth		Sales Contact: Richard Hixson	Quality Manager: Randal Hill
Personnel Overview: Number of Personnel..... 59 Technical Personnel..... 29 Support Personnel..... 30 BS/BA..... 40		• 18,000 ft ² , full service laboratory, providing: - SW846 organics and inorganics - Extensive UST capabilities - Waste and mixed waste characterization • PA DEP Drinking Water Certified • NRC low level license	
Major Instrumentation: 6 Gas Chromatographs 7 GC/MS Systems 1 Mercury Analyzers			
History: The Pittsburgh laboratory has been in operation since 1982. The laboratory was originally known as Antech, Ltd before being purchased by Pace Analytical Services, Inc. in May 2002. While the name changed, many key personnel remained with the operation. The new 18,000 square foot facility located in Greensburg provides full organic and inorganic analyses in accordance with RCRA, NPDES, TSCA, and 10 CFR 61 waste data packages and electronic deliverables. The laboratory also supports the radiochemistry testing needs for some of the largest organizations in the United States who are actively involved in the monitoring of radioactivity. Courier services are also available upon request. The Pittsburgh lab supports the Mid-Atlantic region which includes Pennsylvania, New Jersey, New York, Maryland, Delaware and West Virginia.			

Seattle, WA			Address: 940 So Harney St Seattle, WA 98108	Tel: (206) 767-5060 Fax: (206) 767-5063
General Manager: Dave Neal			Sales Contact: Lisa Domenighini	Quality Manager: Rich Henson
Personnel Overview: Number of Personnel..... 25 Technical Personnel..... 22 Support Personnel..... 3 BS/BA..... 23			• Well-equipped, 15,000 ft ² laboratory, providing: • Organic and Inorganics analyses • Microbiology • Sampling services include: • groundwater, wastewater, soil, and air (ambient & stack)	
Major Instrumentation: 8 Gas Chromatographs 5 GC/MS Systems 2 Ion Chromatographs 2 Mercury Analyzers			1 Astoria Pacific Automated Analyzer 2 High Performance Liquid Chromatographs 1 ICP 1 ICP/MS	
History: Pace Analytical's Seattle laboratory is a full-service analytical laboratory with vast experience in all facets of DOD, CERCLA, RCRA and CWA programs. For more than 100 years, this laboratory has provided analytical chemistry and microbiological services for environmental, industrial manufacturing, clinical pharmaceutical, toxicological and mineralogical customers. The laboratory was purchased by Pace Analytical Services, Inc. in 2008 and provides more laboratory capacity for Pace's expanding federal market.				

3. Capabilities



Environmental Analytical Services

Pace Analytical offers extensive capacity for organic and inorganic analysis as well as a broad range of specialty services, which allows us to meet the environmental analytical needs of our customers. In addition, our investments in consistency and standardization provide us with the ability to maximize the capabilities and capacity of all the laboratories, providing extra assurance that client turn-around times are met. Pace Analytical provides services through an integrated system of modern, fully equipped laboratories that can analyze a variety of sample matrices ranging from air and water, to hazardous wastes.

Pace Analytical's Specialty Analytical Services include:

- Dioxin / Furan
- Biota
- Air Toxics
- Industrial Hygiene
- Microbiological
- Mixed Waste Characterization
- Drinking Water
- Groundwater / Wastewater Sampling
- Low Level Mercury Analysis
- Soil Vapor Intrusion
- Radiochemistry
- PCB Congeners
- Asbestos Testing
- Field Sampling and Analysis

Life Sciences

Pace Analytical Life Sciences is a full service contract analytical testing laboratory providing chemistry and microbiology testing services to the pharmaceutical and medical device industries. Pace Analytical Life Sciences has been operating since September 2006. In April 2007, the assets of P3 Scientific were purchased. P3 Scientific had been the dedicated contract laboratory to 3M's Pharmaceutical Division since 1996. Our Oakdale, MN facility is a 40,000 square foot laboratory that is equipped with state-of-the-art instrumentation. Our services include methods development/validation, raw material testing, stability testing and storage, product release testing, microbiology testing, chemical characterization, residual chemical analysis and biocompatibility studies. Our laboratory is FDA registered, cGMP compliant, DEA registered and ISO/IEC 17025:2005 accredited.

Product Testing / Characterization

Specializing in biodegradation studies, Pace Analytical's bio-analytical services group provides research support for existing and new chemistries. Our services include analyte specific measurements using LCMS. Our staff is compliant with 40 CFR – Part 160 guidelines and has extensive experience in study design (incubation parameters, media and inoculum selection) and method development (sample preparation, extraction and measurement method).

Field Services

Pace Analytical's Field Services Division has more than 25 years experience in serving the national and international environment market.

Using state-of-the-art equipment and over two decades of industry experience and expertise, Pace Analytical provides comprehensive service offerings including: stack testing, ambient air, wastewater, groundwater, soil and waste material testing and sample collection.

The breadth of our testing services is unique in that we monitor all environmental matrices and have experienced a vast array of testing methodologies. While our extensive cross training allows us to move resources to meet the demand, we also foster a staff of experts who proactively study their particular discipline to maintain industry leadership. We excel in unique and complex sampling situations, especially new or changing compliance testing requirements. We have considerable experience in adapting current methodologies to difficult applications as well as developing new procedures.

A successful environmental monitoring project requires a partnership between our customer and our testing experts. Many aspects of administration, production, maintenance and schedule commitments must interact with testing activities to ensure that all project objectives are met. We understand that proper equipment, rigorous maintenance and timely calibrations are paramount to ensuring testing integrity, accuracy and data quality.

To further protect and serve our clients and staff, Pace Analytical is also committed to safety. Field testing activities and working in a multitude of client settings create a unique safety challenge. Pace Analytical places a top priority on employee safety. We provide employees with an extensive safety program that includes frequent training and well-maintained equipment for confined space entry, traffic control, environmental hazards and personal protection. Our safety program not only provides for the welfare of our staff, but also reduces potential liability on our customer's properties. Pace Analytical strives to exceed the safety needs and programs of our clients while on-site.

A significant differentiator for Pace Analytical is that we can analyze nearly every type of sample we collect. We have 17 full-service, nationally accredited and state certified laboratories to support our sampling capabilities. We are one of the few environmental firms that can collect and analyze samples for a complete offering of routine and specialty analysis in any matrix. "Shipping" to us is most often handing samples directly to one of our laboratory colleagues.

LabOps

Pace Analytical Operations can meet your needs for professional technical support activities, operations and laboratory management with your manufacturing facility.

- **Professional Staffing:** Pace Analytical's Professional Staffing division is the high quality solution when it comes to fulfilling your scientific staffing needs. We excel in providing qualified employees that are essential to your success. Whether you have one or two positions to be filled or would like us to staff and manage an entire lab or regulatory team, our flexibility enables us to help you with technician level skill sets through Ph.D. expertise.
- **Regulatory Services:** Pace Analytical's Regulatory Service can aid your business in complying with today's complex global regulations. Our team possesses the knowledge, experience and technical resources necessary to guide your business through the regulatory maze.
- **Lab Equipment – Sales:** Pace Analytical buys and sells refurbished analytical laboratory equipment to companies in various industries worldwide. Pace Analytical's Instrument Support Group (ISG) provides a variety of refurbished analytical instrumentation to various sectors of the analytical industry worldwide. ISG specializes in chromatography equipment including GC, GC/MS, LC and LC/MS. ISG follows GLP and cGMP guidelines where applicable to meet the specific needs of customers and is ISO 9001:2000 certified as part of the LabOps division.

- **Lab Equipment – Services:** Pace Analytical's Instrument Support Group (ISG) provides instrument maintenance, repair and qualification services on GC, GC/MS, LC and LC/MS. ISG is an excellent option for pharmaceutical, environment petrochemical and food laboratories looking to reduce the cost of instrumentation services, without reducing the quality of the service. ISG follows GLP and cGMP guidelines where applicable to meet the specific needs of customers and is ISO 9001:2000 certified as part of the LabOps division.

Pace Analytical has fifteen laboratories and nine service center locations nationwide. Pace Analytical is able to provide, through our laboratory system, complete capabilities for air toxics analysis, aquatic bioassay, industrial hygiene, dioxin/furan, PCB congeners, microbiology, asbestos, radiochemistry, full organic and inorganic analyses, and mobile laboratories. The following table is a summary of our nationwide capabilities broken down by laboratory.

Capabilities	Asheville	Charlotte	Columbus	Florida	Green Bay	Indianapolis	Kansas City	Minnesota	Montana	New Orleans	New York	Pittsburgh	Seattle
Inorganics													
Wet Chemistry	*		*	*	*	*	*	*	*	*		*	*
ICP Metals	*		*	*	*	*	*	*	*	*		*	*
ICP/MS Metals			*	*	*		*	*				*	*
CVA Mercury			*		*			*		*			*
Volatile Organics													
GC(601/602,8021)		*			*	*	*	*	*	*		*	*
BTEX		*	*	*	*	*	*	*	*	*		*	*
GC/MS		*	*	*	*	*	*	*	*	*		*	*
Semi-volatile Organics													
GC Pest/PCB		*	*	*		*	*	*		*		*	*
GC Diesel		*	*	*	*	*	*	*	*	*		*	*
GC/MS		*	*	*	*	*	*	*		*		*	*
HPLC				*								*	*
Field Services													
Field Sampling	*	*		*			*	*		*		*	
Stack Sampling								*					
Mobile Laboratory								*					
Specialty Services													
Air Toxics								*					
Appendix IX		*			*					*			*
Bacteriological	*			*	*		*	*		*		*	*
Bioassay	*						*					*	*
Dioxins/Furans								*					
PAHs by GC/MS-SIM		*	*		*	*	*			*	*	*	*
PCB Congeners								*			*	*	
Drinking Water	*	*	*	*	*	*	*	*	*	*	*	*	*
CLP SOW Capability										*	*		*
CLP Contract Experience						*				*			*
Radiochemistry												*	
Mixed Waste (Radioactive)												*	
Tissue					*			*					
Industrial Hygiene						*		*					
Asbestos			*						*				

State Program	Asheville	Charlotte	Columbus	Florida	Green Bay	Indianapolis	Kansas	Minneapolis	Montana	New Orleans	Pittsburgh	Seattle

We are certified to do this only for dioxin right now. We are getting audited for air DOD work right now (this week) which would be AFCEE and US-ACOE
 We are certified only for dioxin, PCB congener, and air in Ohio.

		Instrumentation																				
	Lab Area (ft ²)	Microscopes	ICP	ICP/MS	Mercury Analyzer	Low Level Mercury Analyzer	Bot Chromatograph	Lachar Automated Analyzer	Discrete Analyzer	Gas Chromatograph	GC/MS	IR Spectrophotometer	High Resolution MS	GC/MS	GC/MS - Single Quad	Gas Phase FTIR	Gamma Spectrometer	Gas Flow Prop. Counter	Alpha Scint. Counter	Liquid Scint. Counter	Alpha Spectrometer	Total
Asheville	8,900	0	2	0	2	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	8
Charlotte	12,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
Columbus	10,200	0	1	1	1	0	0	0	3	5	0	0	0	0	1	0	0	0	0	0	0	17
Florida	11,000	0	1	1	2	0	2	2	0	10	3	7	0	0	0	0	0	0	0	0	0	26
Green Bay	27,000	0	1	1	2	3	2	1	0	17	0	15	0	0	0	0	0	0	0	0	0	42
Indianapolis	17,600	0	2	0	1	0	0	1	0	11	0	9	0	0	0	0	0	0	0	0	0	24
Kansas City	17,500	0	2	0	1	0	2	1	1	7	0	8	0	0	0	0	0	0	0	0	0	23
MN Field Services Div		0	0	0	0	0	0	0	0	2	0	0	1	0	0	0	0	0	0	0	0	9
Minneapolis	45,000	0	2	3	1	0	1	0	1	10	0	17	0	5	0	0	0	0	0	0	0	40
Montana	5,000	4	0	0	0	0	1	0	1	4	0	0	0	0	0	0	0	0	0	0	0	10
New Orleans	14,000	0	2	0	2	0	1	0	3	14	0	11	0	0	0	0	0	0	0	0	0	33
New York	15,000	0	2	0	1	0	0	0	0	19	0	5	0	0	1	0	0	0	0	0	0	26
Pittsburgh	18,000	0	2	0	1	0	1	1	1	6	0	7	1	0	0	0	1	3	2	1	1	28
Seattle	15,000	0	1	2	2	0	2	1	0	8	2	5	0	0	0	0	0	0	0	0	0	23
Total	200,300	4	15	8	14	3	12	8	10	101	6	60	2	5	1	0	6	1	2	2	1	330

4. Systems

Web-based Report Access - PacePort

Pace Analytical has developed an Internet site called PacePort that allows clients of any Pace Analytical laboratory to view, download and print analytical reports and invoices. PacePort is a secured site, utilizing individual log-on ID's and passwords. Data is encrypted between the client's browser and the download site. Reports and invoices are posted on the site in Adobe® PDF format and remain available online for several years.

PacePort is a web-based data-management tool designed specifically for our customers. With up-to-the-hour data access from your computer, you have a quick resource to the information you need – when you need it.

- Quick, easy and secure access to your data – 24/7
- Confirm sample receipt and methods requested
- Check status of samples or projects at the lab
- Provide added value to your clients and projects
- Generate custom Electronic Data Deliverables (EDD)
- Order your containers online
- Improve your data/report management efficiency
- Put watches on critical projects to receive email notifications of results
- Select type of notifications that you want to receive
- Work on deadlines during non-business hours
- Archive all historical site/project data and reports
- Share data access with all interested stakeholders

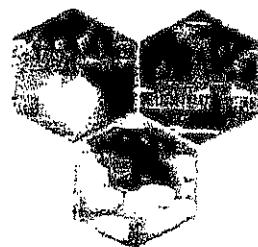
PacePort can be accessed via the Pace Analytical Website: www.pacelabs.com. To begin using PacePort, clients must first register to obtain their user ID and password. A Pace Analytical project manager will assist the client in setup an account to access their reports on PacePort. For more information, please contact your Pace Analytical Project Manager.

LIMS / Instrument Automation / EDDS

Pace Analytical has invested heavily in systems automation and electronic communications in order to enhance our turnaround time and service quality. These investments in technology were made because we believe that if we communicate to you more efficiently, you will spend less time and effort understanding and utilizing the analytical data that we provide. Our information systems support our Client Services, Accounting and Laboratory Operations. The entire network of Pace Analytical laboratories is integrated, allowing real-time sharing of information between our facilities and between the departments within those facilities.

LIMS (Laboratory Information Management Systems)

Pace Analytical has implemented a LIMS, called EPIC Pro (Environmental Project and Information Control), which has been custom-designed for Pace Analytical and the specific needs of environmental laboratory operations. It is based on an Oracle relational database, giving the system the flexibility to adapt to many of your specific project and reporting requirements. From sample check-in to invoicing, EPIC Pro models the laboratory operations, eliminating redundant processes and data entry, and allowing for greater standardization in areas such as quality control batching, data reporting, and billing throughout the Pace



Analytical system. As well as having a common LIMS, the Pace Analytical laboratories are linked via a high-speed network, which allows for transparent information transfer.

LIMS General Capabilities:

Project Definition/Sample Pre-check-in: This feature allows a Pace Analytical project manager to load into the LIMS most of the information that sample check-in will need at the time of sample receipt allowing for a faster log-in process.

Sample Check-in: All samples delivered to Pace Analytical's sample coordinator are entered into the LIMS and organized by project number. All relevant project information accompanying samples is entered into the system at sample check-in, unless the project was "pre-defined," such as client name, client number, project name, project description, sample matrix, analytical method, QC level, due date, etc.

Scheduling: Each day, Pace Analytical department managers check on-line or receive computer reports listing those projects which are still open within each analytical area. Based on these reports, managers set priorities and schedule work appropriately to meet the project needs.

Project Management: Pace Analytical has established a separate client services area to manage all project aspects. An important element of this function is to coordinate the compilation of data on projects involving analyses over multiple locations. Other important functions of this area are to maintain client liaison, expedite report delivery, help laboratory managers schedule work, etc. For large project commitments, Pace Analytical designates a specific Project or Program Manager. Project Managers find the LIMS to be an effective tool for achieving project schedules, budgets and objectives, and maintaining client satisfaction.

Data Entry: All data generated within each analytical area are entered or uploaded into the computer system according to project number. The data is not entered until all quality assurance/quality control checks have been made. Project management/client services staff routinely review outstanding projects to make sure appropriate progress is being made on the completion of required analyses.

Data Reporting: When all analyses have been completed and entered, a draft final report is generated from the LIMS. The draft final report is reviewed by all appropriate management staff whose analytical areas have been involved on that project. Upon review, any corrections are made before issuing a final report, which is sent out to the client. In addition to the hard copy, the report, or the report data, can be copied onto a CD, Adobe Acrobat format via e-mail, diskette, CD or download from the Internet.

Management Information: The LIMS also provides information concerning the numbers of samples analyzed, the number of specific analyses performed, holding time status, and other information is used by Pace Analytical management to track capacity, efficiency and productivity and, ultimately, the need to add capacity.

Invoicing: Automated invoicing is accomplished at the time of project initiation or by the input of pricing information during sample/project entry.

Instrument Upload

Pace Analytical laboratories also utilize various forms generation software packages. These software packages allow for automated routing of instrument-generated data directly into processors that will develop complex data deliverable packages. This helps to provide a consistent deliverable package to our clients. Pace Analytical has also invested significant resources in automating the results upload process from our instruments directly into the LIMS system. This automatic upload eliminates the potential for transcription error and helps us meet shorter turn-around time requests from our clients.

Most of our laboratories have implemented Thermo's Target Software for Windows to automate our organic laboratories. Many laboratories also utilize Labtronics LIMSLINK software to automate the upload of results from metals instruments. These systems provide Pace Analytical staff with a significant reduction in data

processing time, and eliminate transcription and related errors. It also facilitates the productions of "CLP-like" forms and electronic data deliverables.

Electronic Communications

Email: Pace Analytical's email system, installed in all our laboratories and our corporate office, allows us to communicate to our clients via the Internet. All Pace Analytical employees can be reached via the following protocol: firstname.lastname@pacelabs.com.

Electronic Delivery of Results: Pace Analytical offers our clients the electronic delivery of results in a number of different ways. Electronic results are available from our Website through PacePort, on CD or via e-mail. PacePort allows clients to view, download and print analytical reports and invoices. The standard format for these files is Adobe® PDF; however, other formats such as ASCII-delimited, CSV, or Excel spreadsheets are available.

EDI: Pace Analytical currently is set up to allow our clients to pay our invoices in an electronic fashion, with electronic payments being accepted directly into our bank account. In addition, we have EDI communications with some clients.

Novell Network Using VPN Technology: Our Corporate IT staff maintains a Novell network that allows Pace Analytical to efficiently share information between all locations. This network supports our internal e-mail system, the Pace Analytical intranet, and allows for the sharing of analytical project information and financial information.

5. Quality



Pace Analytical Certifications

State Program	Asheville	Charlotte	Columbus	Florida	Green Bay	Indianapolis	Kansas	Minnesota	Montana	New Orleans	New York	Pittsburgh	Seattle
AK (dw)								*					*
AK (env)								*					*
AK (dw-micro)													*
AL (dw)				*									*
AL (diox-dw)								*					
AL (rad-dw)												*	
AR (bioassay)							*						
AR (env)							*	*					
AR (dw)								*					
AR (diox-dw, hz, ww)								*					
AR (rad-dw)												*	
AZ (air)								*				*	
AZ (dw)				*				*					
AZ (diox-dw, hz, ww)								*					
AZ (rad-dw)												*	
CA (dw)												*	*
CA (ww)					*								*
CA (hz)					*								*
CA (diox-dw, hz, ww)								*					*
CA (rad-dw)												*	
CO (asbestos)									*			*	
CO (dw)				*				*					
CO (diox-dw)								*					
CO (rad-dw)												*	
CT (dw)		*	*	*				*					
CT (hz, ww)	*	*		*				*			*	*	
CT (diox-dw, hz, ww)								*			*	*	
CT (rad)								*				*	
DE (dw)												*	
DE (rad-dw)												*	
FL (air)								*					
FL (dw)		*		*				*					*
FL (env)	*	*		*	*			*		*	*	*	*
FL (diox-air, dw, hz, ww)								*				*	*
FL (rad-dw)								*					
FL (tissue)					*			*				*	
GA (dw)		*		*				*					
GA (env)		*		*	*			*					
GA (diox-dw, hz, ww)								*					
GA (rad-dw)												*	
Guam (dw)				*								*	
Guam (diox-dw)								*					
Guam (rad-dw)												*	
HI (dw)				*				*					
HI (diox-dw)								*					
HI (rad-dw)												*	
IA (dw)								*				*	
IA (env)							*	*					

[illegible]

State Program	Asheville	Charlotte	Columbus	Florida	Green Bay	Indianapolis	Kansas	Minnesota	Montana	New Orleans	New York	Pittsburgh	Seattle
NC (dw)	*	*		*				*					
NC (ww)	*	*		*	*			*			*	*	
NC (hz)								*					
NC (diox-dw)								*					
NC (rad-dw)								*				*	
ND (dw)								*				*	
ND (ww)					*			*					
ND (hz)					*			*					
NE (dw)					*			*					
NE (diox-dw)								*					
NH (dw)				*									
NH (ww)													
NH (env)				*								*	
NH (hz)													
NH (rad-dw)												*	
NJ (air)								*				*	
NJ (dw)				*				*					
NJ (ww)	*	*		*				*				*	
NJ (hz)	*	*		*				*			*	*	
NJ (diox-dw, hz, ww)								*			*	*	
NJ (rad-dw)								*				*	
NM (dw)								*				*	
NM (diox-dw)								*					
NM (rad-dw)								*				*	
NV (dw)				*				*				*	
NV (ww)							*	*					
NV (hz)							*	*					
NV (diox-dw, ww)							*	*					
NV (rad-dw, hz, ww)							*	*					
NY (air)												*	
NY (dw)				*				*			*		
NY (env)					*			*			*	*	
NY (diox-air, dw, ww)								*			*	*	
NY (rad-dw, ww)								*				*	
OH (dw)			*					*				*	
OH (diox-dw)								*					
OH (VAP-hz, ww)			*			*		*					
OH (VAP-air)								*					
OR (air)								*					
OR (dw)								*				*	
OR (ww)							*	*		*		*	
OR (hz)							*	*		*		*	
OR (diox-air, dw, hz, ww)							*	*		*		*	
OR (rad-dw)								*				*	
OK (micro)							*					*	
OK (bioassay)							*						
OK (env)							*	*					
OK (diox-dw)							*	*					
PA (dw)				*				*			*	*	
PA (hz)	*	*				*		*		*	*	*	
PA (ww)	*	*				*		*		*	*	*	
PA (diox-dw, hz, ww)								*			*	*	
PA (rad-dw, hz, ww)								*			*	*	
PR (dw)				*				*			*	*	

State Program	Albany	Albany	Columbus	Florida	Green Bay	Indianapolis	Kansas	Minnesota	Montana	New Orleans	New York	Pittsburgh	Seattle
PR (rad-dw)													
PR (dw-diox)													
SC (dw)	*	*						*				*	
SC (hz)	*	*			*								
SC (ww)	*	*			*							*	
SC (diox-dw, hz, ww)								*					
SC (bioassay)	*												
SD (dw)													
SD (rad-dw)													
TN (dw)				*				*				*	
TN (diox-dw)								*					
TN (rad-dw)								*					
TX (air)								*				*	
TX (bioassay)							*						
TX (dw)				*				*					
TX (env)							*	*		*			
TX (diox-dw, hz, ww)								*					
TX (rad-dw)								*				*	
UT (bioassay)							*					*	
UT (dw)								*					
UT (env)							*	*				*	
UT (diox-dw, hz, ww)								*				*	
UT (rad-dw, hz, ww)								*				*	
VA (dw)	*	*		*				*				*	
VA (diox-dw)								*					
VA (rad-dw)								*					
VT												*	
WA (air)								*					
WA (dw)								*				*	
WA (env)								*				*	
WA (diox-dw, hz, ww)							*	*		*		*	
WA (rad-dw)								*					
WI (dw)					*			*				*	
WI (env)					*			*					
WI (diox-dw, hz, ww)								*					
WI (rad-dw)								*					
WV (air)								*				*	
WV (dw)								*				*	
WV (env)	*				*							*	
WV (diox-dw)								*				*	
WV (rad-hz, ww)								*				*	
WY (dw) (via EPA 8)							*	*				*	
WY (diox-dw) (via EPA 8)							*	*				*	
WY (rad-dw)							*	*				*	
US VI (dw)												*	
US VI (rad-dw)												*	
Salmon (diox-dw)								*				*	
ISO 17025 (asbestos)								*					
ISO 17025 (dioxin)								*					
ISO 17025 (dw)								*					
ISO 17025 (env)								*					
ISO 17025 (air)								*					

NELAP Accreditation

All Pace Analytical full-service laboratories are accredited National Environmental Laboratory Accreditation Program (NELAP). NELAP is the EPA program that administers the National Environmental Laboratory Accreditation Conference (NELAC) process. A major NELAC goal is to assure that laboratories provide analytical data at a high level of quality, providing the basis for sound decision-making.

NELAP Accreditation provides additional assurance to Pace Analytical clients that their laboratory supplier has met significant National Quality Systems standards.

Quality Assurance Program

The following sections describe the Quality Programs in place at Pace Analytical.

Quality Philosophy

The philosophy that has been cultivated at Pace Analytical is that of total quality. We understand that quality data is top priority, yet we also know that quality data that is not efficiently communicated in a timely manner is of diminished value to the client. Therefore, Pace Analytical has dedicated the resources at the corporate and laboratory levels.

Quality Control consists of specific procedures applied to all phases of analysis from sample receipt through the final reporting of results. The purpose of quality control is to ensure that quality goals are met under routine operating procedures. Quality Assurance involves the continuous evaluation of data and monitoring of analytical processes for the purpose of ensuring that the quality control systems are performing effectively.

Organizing

The Quality Office in the laboratory is independent from operations and reports directly to the Laboratory General Manager. This reporting hierarchy allows autonomous quality assurance activities within the laboratory system. Pace Analytical also has a corporate Quality Office to ensure consistent quality throughout our laboratory system.

Program Objectives

The major elements of the Laboratory Quality Assurance/Quality Control Program are summarized below. A complete copy of our Quality Assurance Manual is available upon request.

- Use of appropriate methodologies by technically competent, well-trained personnel with modern instrumentation and equipment.
- Adherence to well-defined standard operating procedures with emphasis on good laboratory and measurement practices.
- Analysis and assessment of quality control samples including (but not limited to) matrix spike samples, duplicate samples, surrogate spikes, blanks, and independent laboratory control standards.
- Participation in external quality evaluation programs including EPA Water Pollution and Water Supply (WP & WS) Study Programs, CLP, Air Force, Navy, and numerous state programs.
- Maintenance of accreditation by State, Federal, and other applicable agencies for work performed.

- Monitor internal and external compliance to procedures and to assess the performance of the analytical methods.

Quality Control Deliverables

Although the fundamentals of the laboratory quality control program are applied consistently, Pace Analytical offers several different levels of quality control deliverables. This is designed so that you may meet various quality reporting objectives.

Level Description:

- I. Data Reporting Only
- II. Preparation Batch Quality Control (QC) Data: blank results, spike recoveries (including matrix spikes), duplicate precision (including matrix spike duplicates) and reference material results (where applicable). A case narrative is provided as necessary and/or on request
- III. All items in Levels A and B, and the raw data sheets and chromatograms
- IV. The Contract Laboratory Program (CLP) package as defined in the U.S. EPA contract deliverables package

Quality Assurance Plan

Pace Analytical has developed a Quality Assurance Plan (QAP) which is in compliance with the elements required in the US EPA "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations," EPA QA/R-5. This company QAP is then customized by our individual laboratory locations, as is necessary, to reflect their specific location requirements, processes, and capabilities. The QAP defines the systems of quality control and quality assessment that constitute the comprehensive Quality Assurance Programs within Pace Analytical. Each laboratory follows, at a minimum, the requirements outlined in the QAP. In many instances, as a result of specific program requirements, the laboratories adhere to more rigorous standards than those outlined in the QAP.

6. Rapid Response



Pace Analytical® PACE RAPID RESPONSE TEAM

WHEN ENVIRONMENTAL DISASTER STRIKES...

The PACE RAPID RESPONSE TEAM (PRRT) is there to help.



When disaster strikes—be it a major fire, a train derailment, an oil spill or a pipeline rupture—and materials of environmental concern are released to the environment, Pace Analytical's Rapid Response Team is available to discuss urgent environmental options and implement a lasting solution. PRRT responders are available 24-7 to ensure that sample containers are available, samples are collected appropriately, critical samples are expedited to the nearest laboratory, and rapid results are provided to decision makers on the scene. This level of lab support is crucial in making decisions that impact the safety of emergency personnel on site and the potential exposure of local residents to hazardous chemicals.

The PRRT can provide the following services and a flexible response to unique site challenges:

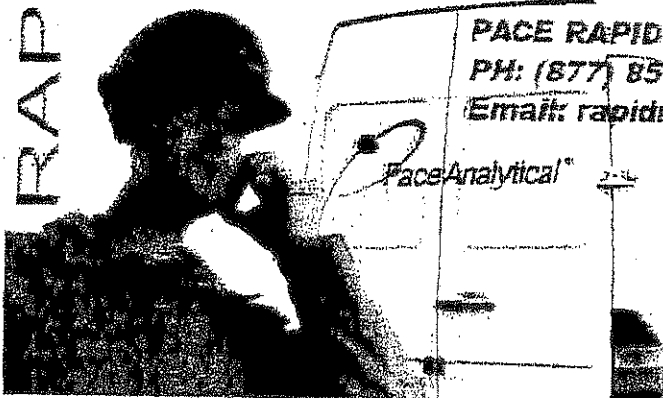
- A national network of laboratories and responders
- Expedited shipment or courier of sample supplies to the scene
- On-site technical support and sample logistics
- Rapid laboratory results to support tactical decisions
- Automated, on-line, easy to use data management tools
- Quality data at all times to ensure defensibility should legal challenges arise

The PRRT has extensive experience in a wide range of environmental disaster assistance including:

- Derailments
- Fires
- Pipeline breaks
- Industrial chemical spills or leaks
- Floods and other natural disasters

(Pace Analytical can provide references for these types of work upon request.)

RAPID RESPONSE



PACE RAPID RESPONSE TEAM:

PH: (877) 859-7778

Email: rapidresponse@pacelabs.com



Pace Analytical Services, Inc.
Corporate Office
1700 Elm Street
Minneapolis, MN 55414
(612) 607-1700
www.paceanalytical.com

MS-21-000000-000000-00

7. Personnel

Pace Analytical Senior Management Personnel

Corporate Officers and Senior Management

Our corporate office is located in Minneapolis, MN. The primary function of the corporate officers and senior management is to provide assistance to the independently managed division and locations. They have the strength, experience and business insights to make Pace Analytical succeed and grow.



Steve Vanderboom

PRESIDENT AND CHIEF EXECUTIVE OFFICER

Steve Vanderboom possesses over 30 years of experience in the analytical services industry, specifically in the areas of environmental testing, pharmaceutical and medical device testing, product testing, field services and environmental consulting. Mr. Vanderboom founded Pace in 1978 and has served as its President and CEO since that time. Pace Analytical Services, Inc. is a privately held national company offering analytical services and measurements and employs over 1,000 people in 15 locations around the United States and Puerto Rico. Mr. Vanderboom received a Master's in Environmental Engineering from the University of Minnesota and a Bachelor's in Civil Engineering from South Dakota School of Mines and Technology. Steve lives in the Minneapolis, MN area and is an active participant in his church, community and professional organizations including the American Council of Independent Laboratories and the World President's Organization.



Michael R. Frasch

CHIEF FINANCIAL OFFICER

Mr. Frasch joined Pace Analytical in 1999, and has over 18 years of experience in corporate finance. He currently serves as Chief Financial Officer and is responsible for all financial, Human Resource and administrative activities. He is also responsible for managing Pace's corporate information technology team. He received his B.S. in Accounting from the University of Minnesota and an MBA in finance from Minnesota State University.



Jack Dullaghan

CHIEF OPERATING OFFICER - ENVIRONMENTAL

Mr. Dullaghan possesses over 28 years of experience in the analytical services industry. He joined Pace Analytical in 1997 and currently serves as COO. Mr. Dullaghan is responsible for leading and managing the laboratories and their staffs. He has received a MBA, M.A. in Biochemistry, and a B.S. in Chemistry.



Gabe LeBrun

VICE PRESIDENT AND CHIEF OPERATING OFFICER -- LABOPS

Mr. LeBrun has over 24 years of experience in the analytical services industry. He joined Pace Analytical in 1990 and over his tenure with the company has managed and directed several Environmental and non-environmental businesses and started the non-environmental business that Pace currently operates today. He is currently responsible for the LabOps division which specializes in on-site Professional Services, instrument Maintenance, Repair and Qualification services, Metrology and Regulatory Data Management. He received a B.S. in Chemistry and Biology from the University of Wisconsin - Eau Claire.



Gregory D. Kupp

CHIEF OPERATING OFFICER -- LIFE SCIENCES

Mr. Kupp joined Pace Analytical Life Sciences in 2006 and currently serves as COO of Pace Analytical Life Sciences, LLC. His current responsibilities include the management and oversight of operations within the Oakdale, Minnesota and San German, Puerto Rico Laboratories. He has over 17 years experience in pharmaceutical/medical device outsourcing and holds an M.S. degree in Quality Assurance/Regulatory Affairs from Temple University.



Greg Whitman

VICE PRESIDENT OF SALES AND MARKETING -- ENVIRONMENTAL & LABOPS

Mr. Whitman joined Pace Analytical in 1995 and has over 15 years of industry experience. As Vice President of Sales and Marketing, Mr. Whitman directs the company's sales organization to achieve the corporate revenue goals and assists lab operations in positioning for new market opportunities and business growth. Mr. Whitman has a B.S. in Business Administration.



Bruce Warden

DIRECTOR OF TRAINING, SAFETY AND ENVIRONMENT

Mr. Warden has more than 30 years of experience in the analytical services industry. He joined Pace Analytical in 1997 and over his tenure with the company has served in various senior management roles. He is currently responsible for the direction of the corporate safety and environment program, and the ongoing direction and development of the corporate training program. He received a B.A. with a major in Chemistry from California Lutheran College and an M.S. in Analytical Chemistry from Oregon State University.



Richard Henson

DIRECTOR OF QUALITY ASSURANCE -- ENVIRONMENTAL

Mr. Henson recently joined Pace Analytical. Rich has more than 25 years of experience at all levels of management and responsibility in environmental, analytical and industrial laboratories. He is presently responsible for the direction of Pace's Corporate Environmental Quality Assurance Program. He received a B.S. in chemistry from the University of California.



Cynthia Hansen

DIRECTOR OF QUALITY ASSURANCE – LIFE SCIENCES

Ms. Hansen joined Pace Analytical Life Sciences in 2006 and currently serves as the Director of Quality. Her current responsibilities include directing the activities of the Quality Assurance, IT, Sample Administration and Facilities staff as well as oversight of the San German QA activities. She has more than 18 years of experience in analytical chemistry laboratories, including 12 years in the FDA regulated industry. Cynthia holds an M.S. degree in Environmental Engineering and a B.S. degree in Chemistry.



Diane Dumer

DIRECTOR OF INFORMATION TECHNOLOGY

Ms. Dumer joined Pace Analytical in 2004. She has over 18 years of experience in the information technology industry. She currently serves as Director of Information Technology and is responsible for directing the activities of the information serviced team and the technologies supporting the entire company. She has received a B.A. in Quantitative Methods with Math minor from the College of St. Catherine in 1985.

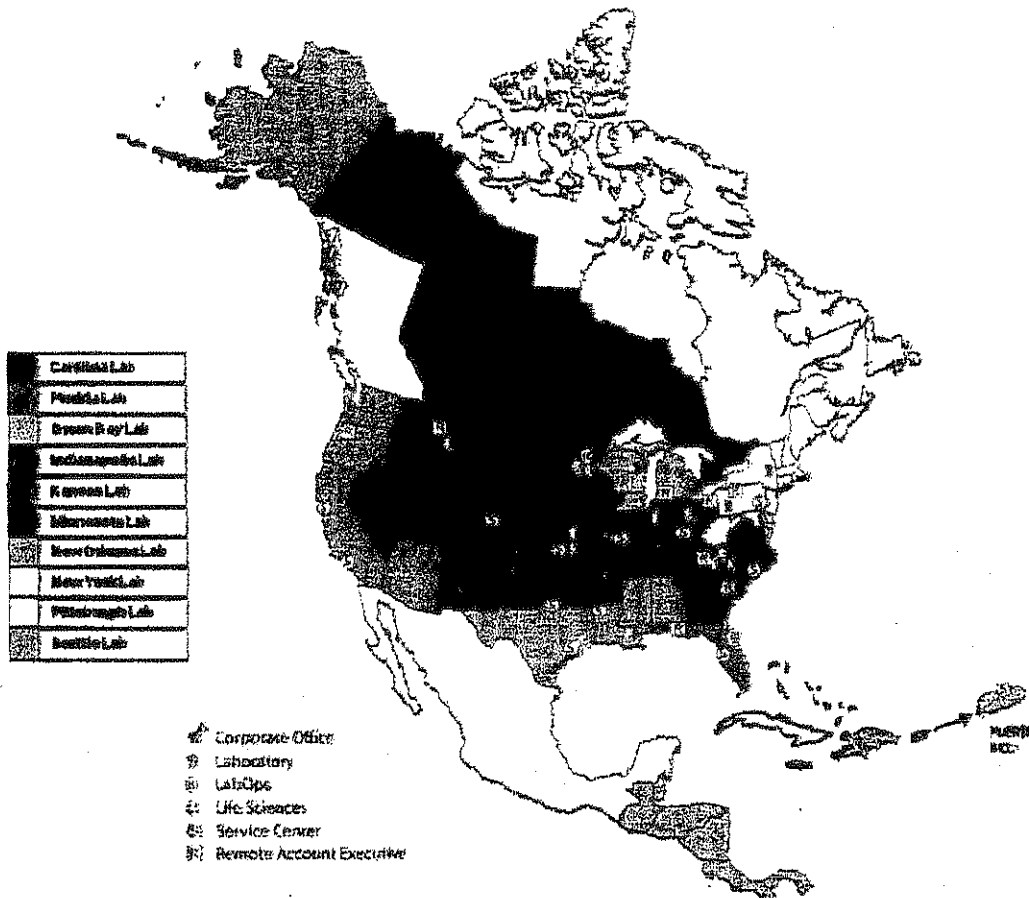


LoAnn Grill

DIRECTOR OF HUMAN RESOURCES

Ms. Grill possesses 31 years of human resources experience. She joined Pace Analytical when it was formed in 1995 and currently serves as Director of Human Resources. As Director of Human Resources, Ms. Grill is responsible for administering human resources policies, programs and practices – including planning, organizing, developing, implementing, coordinating, and directing all phases of personnel activity.

8. Sales Team



Pace Sales Team

Our nationwide sales team consists of dedicated professionals who are responsive to the business needs of our clients for high quality, cost-effective analytical services. And what differentiates us from others is the level of personalized service and quality of care we offer our customers. We are committed to building long-term relationships with our clients. Total client satisfaction is rooted in the fabric of our corporate goals and business objectives.

Pace Technical Network

With laboratories and service centers around the country and certifications that cover all jurisdictions, Pace Analytical has made it convenient to access the services you need – *when you need them* and *where you need them*. Our sales staff can assist you regarding services, lab locations and turn-around times for your specific projects. The Pace Technical Network help desk can also assist you with any specialty analytical testing questions you might have. Please feel free to call this number: 1-877-722-3832.

EXHIBIT G

**Property Contamination Assessment
Uniform Price Bid Form**

NAME OF FIRM: CORE Environmental Services, Inc.

DATE OF SUBMISSION: 09/22/2011

Class member participation in the clean-up program is voluntary and on-going. Therefore the final number of property soils (assume ½ acre each) and houses* (assume 1,500 square feet each) to be sampled for heavy metals will not be finalized prior to this RFP response deadline. For purposes of cost estimation, it can be presumed that 2,000 houses* will be assessed for interior metal laden dust and 200 properties will be assessed for heavy metals contaminated soils.

-
- | | |
|--|----------------------|
| 1. Fixed Fee to develop Quality Assurance Project Plan, Health and Safety Plan and/or other project documentation required by this RFP | \$ <u>2,420.00</u> |
| 2. Per House* price for House* Dust Wipe Sampling and Testing (Dust Metal Loading) in accordance with the RFP Statement of Work | \$ <u>80.75</u> |
| 3. Per House* cost for House* dust sample analysis using Inductively Coupled Plasma – Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020 | \$ <u>156.00</u> |
| 4. Per Property price for Zone 1A Surface Soil Sampling and Testing in Accordance with the RFP Statement of Work | \$ <u>204.57</u> |
| 5. Per Property cost for Zone 1A soil sample analysis by Inductively Coupled Plasma – Mass Spectrometry (ICP-MS) by EPA Methods 200.8 & 6020 | \$ <u>50.00</u> |
| 6. Investigation derived waste and decontamination waste stream disposal fee (if any) Per House* and Per Soil Property With Total | \$ <u>3,640.00</u> |
| 7. Performance and construction bond | \$ <u>12,000.00</u> |
| 8. Project Estimate If you Obtain the Entire Award (More than one bidder May be chosen) -Not-To-Be-Exceeded Fee Quote | \$ <u>543,133.00</u> |
-

NOTE: All pricing shall be based upon the Request for Proposal Statement of Work and all unit costs must include labor, materials, travel costs, meals and incidental expenses, PPE costs, and project oversight/management, and any applicable permit fees.

All analytical fees shall include sampling materials, containers, preservatives, shipping & handling charges, stock items, and all consumables.

EXHIBIT H

Issued: August 8, 2011

APPENDIX A
ACCEPTANCE OF MANDATORY RFP REQUIREMENTS

FOR REQUEST FOR PROPOSAL (RFP)
FOR TESTING ONLY OF SOIL and HOUSES* IN THE CLASS AREA
IN THE PERRINE V. DUPONT SETTLEMENT

The following are the mandatory RFP requirements that shall be met by the successful bidder(s):

General

1. Bidder agrees that the response to the RFP and any subsequent documentation (best and final offer, and interview responses) shall be considered part of the final agreement and contract.

Account Management

2. Bidder will provide a representative to attend meetings as necessary in West Virginia.
3. Bidder will maintain a database regarding the testing of each and every soil parcel tested by bidder in Zone 1A, and of each every house* tested by bidder in Zone 1A, 1B, 2, and 3.
4. Bidder will assign a main contact person to interface with the Claims Administrator throughout the testing process and as long as the bidder's contract is in effect. This person will be charged with providing requested information and documentation within a twenty four (24) hour period.

Data Systems and Reporting

5. Bidder will accept electronic data transfer and administer information regarding testing of claimant soil or houses in a confidential manner.
7. Bidder will provide claims data to the Claims Administrator in electronic format.

Audit Rights

8. Bidder agrees to provide unrestricted testing audit rights to the Claims Administrator in relation to the testing of soil in Zone 1A, and the testing of houses* in Zones 1A, 1B, 2, and 3.

Financial Proposal

9. Bidder guarantees the financial elements of its proposal throughout the term of the contract.

*As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

Consent to Jurisdiction and Waiver of Objections

Issued: August 2, 2011

10. Bidder, by its execution of the Agreement, submits to the jurisdiction of the Circuit Court of Harrison County, West Virginia in Parsons, et al. v. E. I. DuPont De Nemours and Company, et al., Case No. 04-C-296-2, (the "DuPont Case") for all purposes related to or arising out of bidder's proposal to provide, or, if bidder is selected as a provider, bidder's provision of soil heavy metals testing services in Zone 1A, and house* heavy metals testing in Zones 1A, 1B, 2, and 3. In addition, Bidder hereby waives any and all objections it might otherwise assert to the aforesaid jurisdiction, venue, or authority of the Court in the DuPont Case to hear and determine any and all disputes that might arise out of or be related to the services described herein, reserving its rights to be heard in connection therewith and to appeal, it may be advised, from any adverse determination of the Court in the DuPont Case.

Confidentiality Agreement

11. Bidder understands that the Court in the DuPont Case has ordered that the data resulting from any testing of soil in Zone 1A, and of houses* in Zone 1A, 1B, 2, and 3 be maintained in a confidential manner, and states that Bidder will not reveal this information to anyone outside of authorized personnel in the bidder company unless Bidder has express permission to do so from the Honorable Thomas A. Beddell or the Claims Administrator. Bidder further understands that if Bidder violates this pledge of confidentiality, Bidder is subject to being brought before the Honorable Thomas A. Beddell for investigation and possible sanctions for this breach.

Company Name:

CORE Environmental Services, Inc.

By: [Signature]
Sgt Name

8/24/11
Date

STEVEN A. ZBUR
Print Name of Signing Person

President
Title With the Company

By signing the above, I, Steven A. Zbur hereby represent that I have the authority and power to bind CORE Environmental Services, Inc. (company name), and that I will comply with all of the terms as set forth hereinabove.

*As defined in the June 27, 2011 Property Remediation Order in Exhibit A.

EXHIBIT I

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

LENORA PERRINE, et al., individuals
residing in West Virginia, on behalf of
themselves and all others similarly situated,

Plaintiffs,

E. I. DuPont DE NEMOURS AND
COMPANY, et al.,

Defendants.

CASE NO. 04-C-296-2

Thomas A. Bedell,
Circuit Judge

CONFIDENTIALITY AGREEMENT

I understand that the Circuit Court of Harrison County, West Virginia, in Perrine v. DuPont, Case No. 04-C-296-2 (the "Spelter Case"), has ordered that the identity of Class Members participating in the Spelter Case Medical Monitoring Program and the Property Remediation Class, and their "protected health information" and "individually identifiable health information" ("PHI"), as defined in 45 C.F.R. 160.103 or other information protected by the Privacy Act or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or other applicable law, and their PHI, as defined in 45 C.F.R. 160.103, or other information protected by the Privacy Act or HIPAA, or other applicable law, and the details of their medical conditions, histories, or medical testing results, and the payment and/or remediation information regarding specific medical monitoring participants or property remediation participants be kept confidential, and state that I will not reveal this information to anyone except as necessary for conducting work in furtherance of the Medical Monitoring Program or the Property Remediation Program, unless I have express written permission to do otherwise by Judge Thomas A. Bedell or the Claims Administrator. I further understand that if I violate this agreement and pledge of confidentiality, I am subject to being brought before Judge

Bedell for investigation and possible sanction for this breach.

I agree that information about the status of the Medical Monitoring Program generally, or of a specific case in the Medical Monitoring Program, any data pertaining to the Medical Monitoring Program, or any PHI, will not be given to anyone by me unless done in accordance with written procedures of Judge Bedell or the Claims Administrator, in conjunction with the Protective Order, attached hereto as Exhibit A, entered on March 3, 2011, and in compliance with HIPAA, and other federal and state law.

I agree that information about the status of the Property Remediation Class Members generally, or of a specific case in the Property Remediation Class, or any data pertaining to the Property Remediation Class, will not be given to anyone by me unless done in accordance with written procedures of Judge Bedell or the Claims Administrator.

I agree that PHI may be disclosed without further notice by any covered entity or healthcare provider, party or parties' attorney, or Claims Administrator to:

(1) The Medical Monitoring Class Members themselves, respecting their individual PHI only, the Medical Monitoring Class Members' attorneys, respecting the Medical Monitoring Class Member client's individual PHI only, medical testing or treating physicians, other healthcare providers or laboratories, insurance carriers, or other entities, and any entity performing, medical monitoring or administering medical monitoring services on behalf of the Claims Administrator, insurance carriers, third party medical testing and/or health care administrators, or other entity and/or their employees, agents, or third-party administrators for any of the Class Members involved in the Medical Monitoring Program and in the administration of this Settlement;

(2) In any proceeding with a health oversight agency¹ as permitted under 45 C.F.R. 164.512²; and/or

(3) Pursuant to a subpoena requesting the production of documents or commanding attendance at deposition or trial to disclose the PHI in response to such request or subpoena, with such disclosures being authorized under the privacy regulations issued pursuant to HIPAA. 45 C.F.R. §164.512(e)(1)(i).

This the _____ day of _____.

Signature

Print Name

Witness:

The privacy rule defines "health oversight agency" as follows: Health oversight agency means an agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, or a person or entity acting under a grant of authority from or contract with such public agency, including the employees or agents of such public agency or its contractors or persons or entities to whom it has granted authority, that is authorized by law to oversee the health care system (whether public or private) or government programs in which health information is necessary to determine eligibility or compliance, or to enforce civil rights laws for which health information is relevant. Id. at 164.512 (emphasis added).

²The HIPAA Privacy Rule Section 165.512 of the HIPAA privacy rule sets forth "[u]ses and disclosures for which an authorization or opportunity to agree or object [by the patient] is not required." 45 C.F.R. § 165.512. Among such allowed disclosures are those for "health oversight activities":

(d) Standard: Uses and disclosures for health oversight activities.

(1) Permitted disclosures. A covered entity may disclose protected health information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of:

(i) The health care system; (ii) Government benefit programs for which health information is relevant to beneficiary eligibility; (iii) Entities subject to government regulatory programs for which health information is necessary for determining compliance with program standards; or (iv) Entities subject to civil rights laws for which health information is necessary for determining compliance. Id. § 164.512(d).