

PERRINE DUPONT SETTLEMENT
SPELTER VOLUNTEER FIRE DEPARTMENT CLAIMS OFFICE
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August 1, 2011

CONFIDENTIAL and
IN CAMERA

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)
- Requested Court Approval of (i) Property Registration Form Processing and
Initial House and Soil Inconvenience Payments and Related Testing Procedures
(the "Initial Property Protocols") and (ii) Property (Soil and House) Testing
Request for Proposals (the "Property Testing RFP"); and (iii) the Property
Testing RFP Bidder List; Our File No. 4609-1 {DD} and 4609-1{DD-2}

Dear Judge Bedell:

In accordance with the Court's June 27, 2011 Final Order Establishing Property Remediation (Clean-Up) Program, we have begun to implement this portion of the Settlement.

In doing so, we have attached for the Court's review and consideration the proposed Initial Property Protocols in Attachment A, the Property Testing RFP in Attachment B and the Property Testing RFP Bidder List in Attachment C.

Your Claims Administrator has shared the Initial Property Protocols, the Property Testing RFP, and the Property Testing RFP Bidder List with the Finance Committee, and we have received no objections.

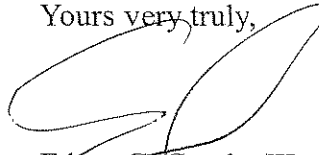
An agreed proposed Order is submitted for the Court's consideration.

August 1, 2011

Page -2-

Thank you for the Court's consideration.

Yours very truly,



Edgar C. Gentle, III
Claims Administrator

ECGIII/kah
Enclosures

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

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.

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.,

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:

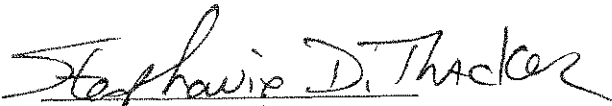
Stephanie Thacker, Esq.
Allen, Guthrie & Thomas, PLLC
P.O. Box 3394
Charleston, WV 25333-3394
DuPont's Finance Committee Representative

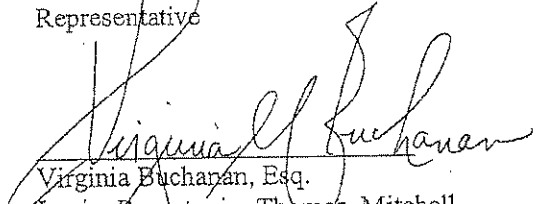
Meredith McCarthy, Esq.
Guardian Ad Litem for Children
901 W. Main St.
Bridgeport, WV 26330

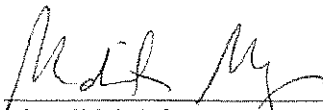
Virginia Buchanan, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32591
Plaintiffs' Finance Committee Representative

Edgar C. Gentle, III, Claims Administrator
Gentle, 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

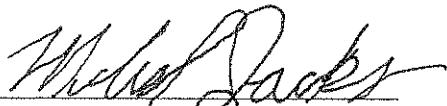

Virginia Buchanan, Esq.
Levin, Papantonio, Thomas, Mitchell,
Rafferty & Proctor, P.A.
P.O. Box 12308
Pensacola, FL 32591
Plaintiffs' Finance Committee Representative



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



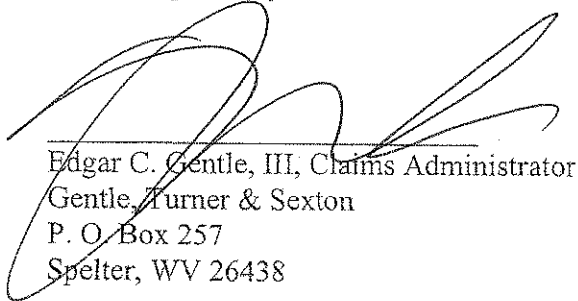
Michael A. Jacks, Esq.
Gentle, Turner & Sexton
W.Va. Bar No 11044
Gentle, Turner & Sexton
P. O. Box 257
Spelter, WV 26438

ENTER: _____

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

ATTACHMENT A
TO AUGUST 1, 2011
CLAIMS ADMINISTRATOR REPORT -
THE INITIAL PROPERTY PROTOCOLS

Perrine DuPont Settlement Property Registration Form
Processing and Initial House and Soil Inconvenience Payments and Related
Testing Procedures

1. The processing of the Forms shall be confidential, and each individual who processes or views the Forms, whether in paper form or electronically, shall execute a Confidentiality Agreement and be subject to the previous Protective Order in this Settlement entered by the Circuit Court of Harrison County.

2. Upon receipt of a new Form, a staff member shall stamp the Form "Received" and shall note the date that the Form was received, and the manner of delivery, whether mail, hand delivery, drop box, or email, in the upper right hand corner of the first page.

3. Thereafter, each Form shall be placed in its own folder with a label indicating the Primary Contact Owner's (from page 3 of form) first and last name, as well as their middle initial. For multiple properties in the Class Area owned by the same Owners with the same Primary Contact Owner, the Primary Contact Owner's name will be placed on an accordion folder, and each individual property will have its own manila folder, which will be identified by the Parcel ID as described below.

A staff member shall scan the new Form into an electronic format, preferably into Adobe Acrobat format (pdf), and load data fields containing the below-described mandatory and optional information and the results of the "Property Review Verification", including the property's GPS waypoint number described below. The data fields shall include (i) a "Ripe to House Test" box for all Class Area properties and shall be checked if justified by the below-

described Verification Review confirming a house on the property; and (ii) a "Ripe to Soil Test" box for all Zone 1A properties which shall be checked if justified by the below-described Verification Review confirming a Zone 1A property. Any submitted documentation supporting the Claim Form, such as photo identification of the owners, property tax receipts, deeds, land contracts & etc., shall also be scanned at this time. The original paper Claim Form and all supporting documentation shall be placed in a paper file folder with the last name and first name of the Primary Contact Person on page 3 of the Claim Form to be on the folder's spine, and file the Form alphabetically by such last names.

The paper Claim Form files shall be maintained at the Fire Station in Spelter, West Virginia or another agreed to secure location in Harrison County, West Virginia. The electronic copy of the Claim Form and supporting documentation shall also be placed into a separate electronic folder for each Claimant. This electronic folder will be securely kept on the Gentle Turner & Sexton computer network. The electronic folder shall be named with the page 3 of Form's Primary Contact Person's first and last name and middle initial, as well as the Parcel ID as a numeric identifier. As the Settlement progresses, the electronic folders, which can be accessed from either the Spelter Office or the Birmingham Office, will be updated with all documents added to the paper Form, such as issued checks or deficiency letters requesting additional documentation.

4. A staff member shall review the Form for completeness and compare the tax map, parcel, and lot number (collectively, the "Parcel ID") provided on the property tax bill with the Form, and with the records in the Spelter Database. A complete Form is defined as a form with A. a copy of the property's tax bill or its equivalent and a copy of all owner(s)'s photo i.d.'s

attached; B. the parcel identification information on page 2 completed (or filled in by staff personnel if it can be obtained from the property's tax bill or its equivalent); C. the name, date of birth and Social Security Number of each owner provided on pages 2 and 3; D. the contact owner address and phone number information provided at the bottom of page 3; and E. the owner(s) has (have) (all) signed on page 7, and their names are printed and the Form is dated. Completion of the blank on page 4, the box in paragraph 7 on page 5, and the box in paragraph 11 on page 7 are optional.

The Parcel ID Column (Column J) records the Tax map, parcel, and lot. For example, tax map 228, parcel 25, lot 1, is recorded as 228_25.1. The system will be mirrored to assign a number to each Form. In this manner, we will make sure there are no duplicate claims and we will verify that the property identified in the Form is in the Class Area because it will match a property in the Spelter Database.¹

5. The staff member, after reviewing the Spelter Database, will determine in which Zone the property is located. Thereafter, a staff member will compare the Parcel ID of each property with the Grasselli list of opt-outs (to include the original Analytics opt-out list, and the additional 21 opt-outs being recommended based on a review of the Analytics' opt-out documentation), to ensure that no Grasselli properties participate in the Clean-Up program, and that opt-outs are flagged.

¹ It is possible that a property that has been subdivided in the last few years may qualify but will not be listed in the Spelter Database. For example, if a father owns parcel 25 on tax map 228, and deeds $\frac{1}{2}$ of the land to his son and $\frac{1}{2}$ to his daughter, the parcels would become 25.1 and 25.2. If the property has been subdivided since the 2005-2007 timeframe when Class Counsel created the Spelter Database, it will not be reflected in the Database as 25.1 and 25.2, but instead as 25.

If the property is a non-Grasselli property and there are no opt-out issues involved, the staff member, after reviewing the Form for completeness, comparing it to the Spelter Database for Class Area eligibility, comparing it to the Grasselli list and opt-out list for eligibility, will with the aid of the directions on the top of page 4 of the Form if provided, visit the property site identified in a completed Form, and visually inspect it to confirm that it contains a house, mobile home or commercial structure (collectively a "house") that is inhabitable. At the time the property is inspected for a house, the staff member shall record the property's location with a GPS waypoint, and shall record the waypoint number in the "Verification Review" section of the Form.

The staff member will then complete the "Verification Review" section on page 8 of the Claim Form, and indicate which Zone the property is located. The first line of the "Verification Review" section shall be completed for all Zones, and the second line will also be completed for Zone 1A property only.

6. Following successful Verification Review, as described above, the property will be marked "Ripe to Test" in the database (with the Ripe to Test House box being checked for any Zone and the Ripe to Test Soil box being marked for Zone 1A properties only). Thereafter, (i) a \$100 payment shall be made to the Owner (if one) or jointly to the Owners (if more than one) for a verified Class Area property with a verified house; and (ii) a \$1,000 payment shall be made to the Owner (if one) or jointly to the Owners (if more than one) for a verified Class Area Zone 1A property.

7. Ripe to House Test and Ripe to Soil Test Owners' properties will be referred to the Claims Administrator by the staff for testing in a Ripe Report around the first and 14th of each calendar month for testing, in accordance with separate protocols.

8. After the Settlement receives the house or soil (Zone 1A) sampling results, the Owner(s) of the property shall receive a confidential letter containing the test results, and, if the results are negative, meaning that the property [house or soil (Zone 1A only)] is safe and does not need to be cleaned, a Certificate of Negative Test Results and the balance of the annoyance and inconvenience payment [\$400 for a house or \$4,000 for soil (Zone 1A only)] shall be provided to the Owner(s), with joint checks if more than one Owner.

9. If the test results are positive, meaning that the property [house or soil (Zone 1A only)] will need to be cleaned if there are adequate Settlement Funds, the Owner(s) shall receive the confidential letter with the positive results of the testing and the Settlement shall coordinate the cleaning of the property [house or soil (Zone 1A only)].

10. After contaminated property [house or soil (Zone 1A only)] has been cleaned and re-tested, to confirm that the cleaning removed the hazardous contamination, the property [house or soil (Zone 1A only)] Owner(s) shall receive the confidential Certificate of Completion and the balance of their annoyance and inconvenience payments, by joint check if more than one Owner.

11. In accordance with the June 27, 2011 Order, following completion of Class Area testing and Court approval of a subsequent clean-up budget, clean-up of the property shall begin with cleaning contaminated soil in Zone 1A, followed by houses in Zone 1, followed by houses in Zone 2 if there are enough funds, and followed by houses in Zone 3 if there are enough funds.

12. If it is determined that a contaminated house in Zone 2 or 3 can't be cleaned due to a lack of funds, a Confidential Letter confirming same together with the \$400 balance of the

inconvenience payment shall be sent to the property Owner(s), by joint check if more than one Owner.

13. Funding for the Clean-Up Program may not be adequate to clean all houses in Zones 2 and/or 3 in the Class Area.

ATTACHMENT B
TO AUGUST 1, 2011
CLAIMS ADMINISTRATOR REPORT -
PROPERTY TESTING RFP

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 Erie, 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.

Issued: August 8, 2011

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

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.

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.

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 - 05a (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 (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.

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

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.

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:

Issued: August 8, 2011

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

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.

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 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 \$ _____
 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

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

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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 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 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

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.parrinedupont.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 Ferrali, Rod Tenney, Jeannette Koonitz, 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: Waurona Crouser, Judith Andrews, Earl Goodwin, Jr., Doris Martin, Joyce White, Rose Fichary, 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. 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 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.

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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" 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 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 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

Page 11 of 16

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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 their 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.

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

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:

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Received Time Jun. 17, 2:14PM
No. 5657 '09

THOMAS A. REDDILL, Judge
JUN 27 2011 12:28PM

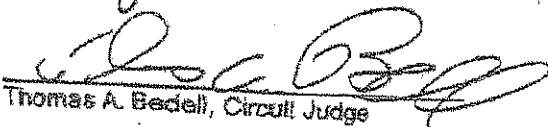
David B. Thomas, Esq.
 James S. Arnold, Esq.
 Stephanie Thacker, Esq.
 Allen Guthrie & Thomas, PLLC
 500 Lee St., East, Suite 800
 P.O. Box 3394
 Charleston, WV 25333-3394

Edgar C. Gentile, III, Esq.
 Michael A. Jacks, Esq.
 Gentile, Turner, & Sexton
 55 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 Item

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

ENTER: June 27, 2011


 Thomas A. Bedell, Circuit Judge

Received Time Jun. 17. 2:14PM
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THOMAS A. BEDELL, JUDGE JUN 27 2011 12:28PM

FROM

(MON) JUN 27 2011 13:02/ST. 13:26/No. 6000723161 P 18
VERILE, MILKINS, TURNER FAX: 203-11672364 JUN 21 2011 11:11AM Y002

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.perrinedupont.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)
perrinedupont@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 26436
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.pennedupont.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 1st, 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 Spalter. 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

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 Gentie,
Claims Administrator
(304) 622-7443
(205) 716-3000
1-800-345-0637 (toll free)
perlinedupont@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

1. 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)
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2. 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 Number³

² It is also available at the website <http://harrison.softwaresystems.com:8383/?sm=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 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 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.

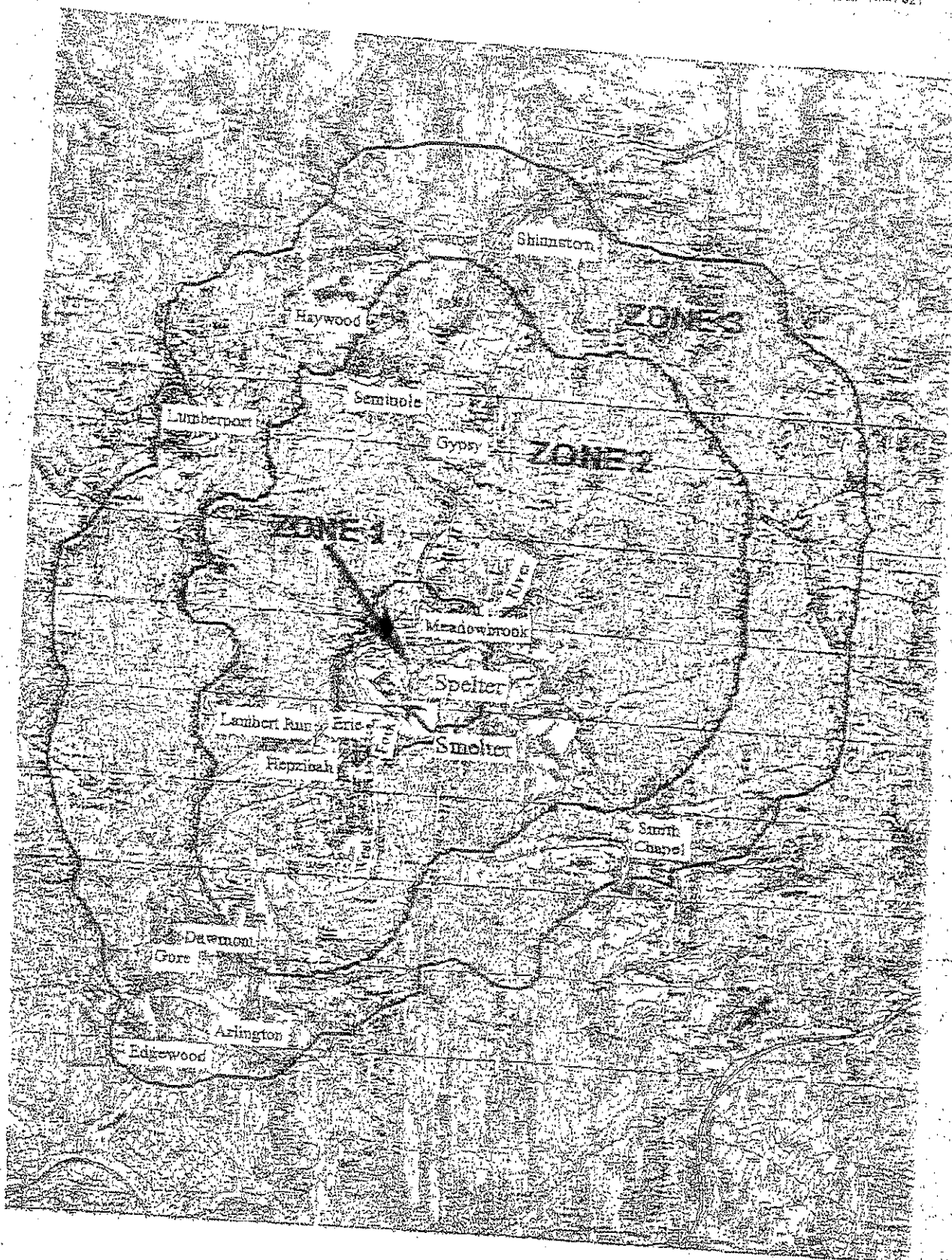
☐ ZONE 1A SOIL

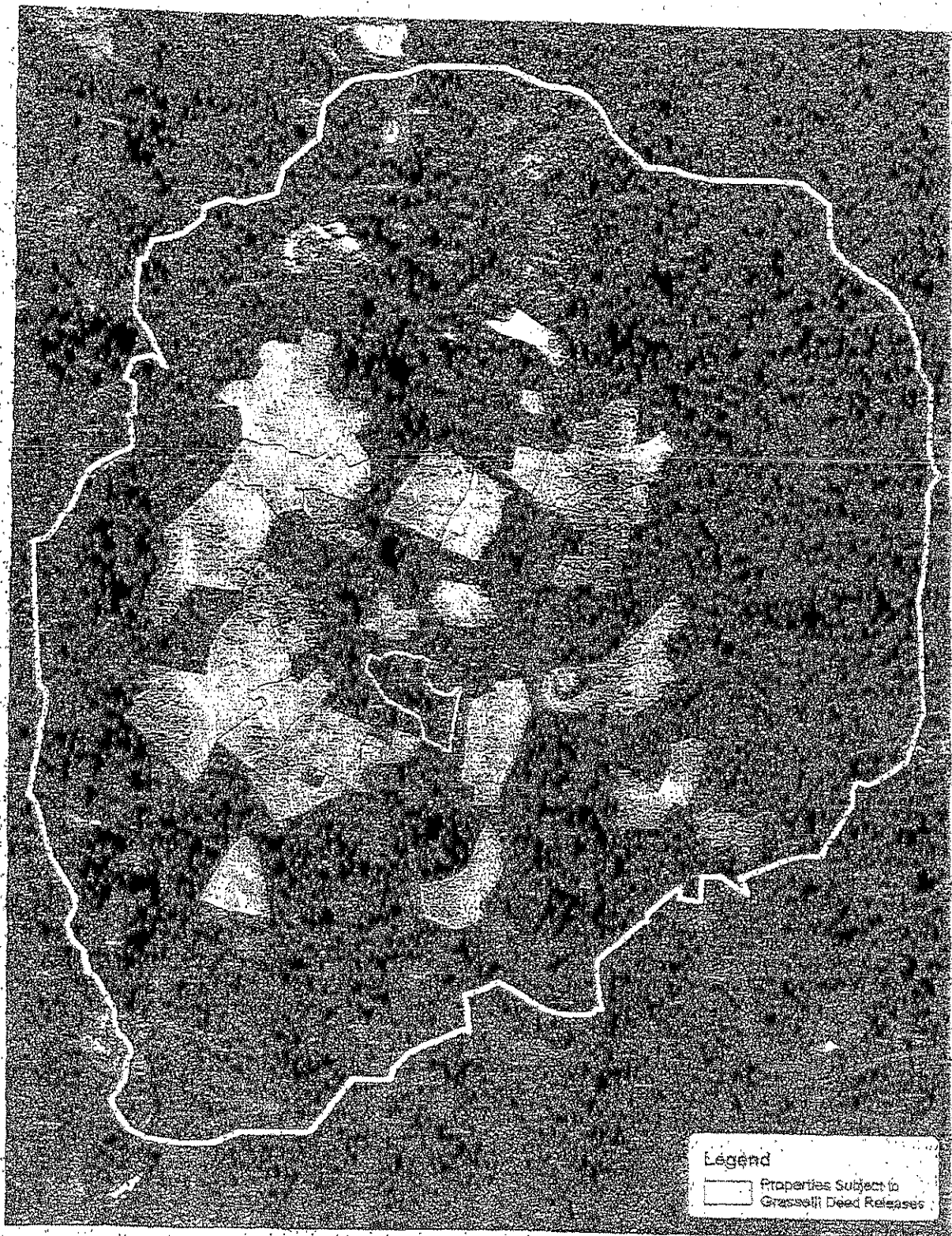
☐ HOUSE IN ZONE _____

Staff Signature

Staff Name

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





ATTACHMENT C
TO AUGUST 1, 2011
CLAIMS ADMINISTRATOR REPORT -
PROPERTY TESTING RFP BIDDER LIST

Perrine v. DuPont Settlement Soil and House Testing Potential Bidder List

Company Name	Contact Name	Email Address	Phone Number	Street Address 1	City	State	Zip
Apex Environmental	Audrey Kunkler	akunkler@apexcof.com	(304) 777-2198	486 Old Cheat Road	Morgantown	WV	26508
Boggs Environmental			(304) 292-1095	363 High Street	Morgantown	WV	26505
CTL Engineering	John Nock	jnock@ctleng.com	(304) 292-1135	733 Fairmont Road	Morgantown	WV	26505
Core Environmental	Tom Rebar	hrebar@core-env.com	(304) 292-2673	4 Brookstone Plaza	Morgantown	WV	26508
Down Stream Strategies	Evan Hansen	ehansen@downstreamstrategies.com	(304) 292-2450	219 Wall Street	Morgantown	WV	26505
ENTACT, LLC	Tina Raap	traap@entact.com	(630) 413-9456	1010 Executive Court, Suite 280	Westmont	IL	60559
Exposure Assessment, Inc.	Jon Anderson	jbanderson@yahoo.com	(304) 844-0996				
Miller Environmental	Bob Kleinschmidt		(304) 292-8655	514 Hartman Run Road	Morgantown	WV	26505
MSEA Consulting	Rick Wyont	y.not@msesinc.com	(304) 624-9700	609 West Main Street Building 2	Clarksburg	WV	26302
				Po Drawer 190			
Potesta @ Associates	Astrid Castano	acastano@potesta.com	(304) 225-2245	125 Lakeview Drive	Morgantown	WV	26508
Reliance Laboratories, Inc.				1201 Greenbrier St	Charleston	WV	25311
Ryan Environmental		marks@ryanenviro.com	(800) 649-5578	Route 4, Box 260, 76E	Birdgeport	WV	26330
Standard Laboratories, Inc.	Rick Flesher	rflesher@standardlabs.com	(304) 744-6800	147 11th Avenue, Suite 100	Charleston	WV	25303
Sturm Environmental Services		info@sturmenvironmental.com	(304) 623-6549	PO Box 650	Bridgeport	WV	26330
Thrasher Engineering	Sheirl Fletcher	sfletcher@thrashereng.com	(304) 624-4108	30 Columbia Boulevard	Clarksburg	WV	26301
Triad Engineering	Jim Maurin	jmaurin@triadeng.com	(304) 296-2562	219 Hartman Run Rd	Morgantown	WV	26505
WVU Soil Testing Lab				PO Box 6108	Morgantown	WV	26506