

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.

**Civil Action No. 04-C-296-2
(The Honorable Thomas A. Bedell, Judge)**

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

Defendants.

**NORTHSTAR DEMOLITION AND REMEDIATION, L.P., f/k/a NCM DEMOLITION
AND REMEDIATION, L.P.'S RESPONSE TO CLAIMS ADMINISTRATOR'S MOTION
TO DETERMINE THAT THE AGREEMENT BETWEEN NORTHSTAR F/K/A NCM
("NCM") AND THE PERRINE DUPONT SETTLEMENT HAS NOT EXPIRED AND
REQUESTING REIMBURSEMENT OF SETTLEMENT DAMAGES CAUSED BY
NCM'S FAILURE TO TIMELY REMEDIATE SETTLEMENT PROPERTIES**

NOW COMES Northstar Demolition and Remediation, L.P., f/k/a NCM Demolition and Remediation, L.P., by counsel, Cy A. Hill, Jr., and MANNION, GRAY, UHL & HILL CO., L.P.A., and hereby responds to the Claims Administrator's motion as follows:

Although the Agreement expired on December 31, 2014 per its plain and unambiguous language, the Settlement has taken the opportunity to blame NCM for alleged inefficiencies and mismanagement of the project. As discussed below, the Settlement itself is to blame for many delays and inefficiencies. To disavow itself from any responsibility and solely blame NCM for the purported delays encountered during the project is disingenuous at best. Furthermore, the Settlement continues to re-hash old issues that have previously been resolved to its satisfaction and approved by the Court – namely the 2012 soil issue and 2013 soil amendment program. These issues should not serve as a basis to now essentially re-write the Agreement to extend the

period of performance when the parties never agreed to any such extension as part of the prior court-approved resolution of the 2012-2013 soil issue. However, finger pointing aside, the sole issue before the Court is whether or not the Agreement expired on December 31, 2014. The plain language of the Agreement shows that it did so expire.

Additionally, after two years, countless discussions, retention of experts, an all-day mediation on the issue in 2013, and Court approval of a detailed resolution of the soil issue, the Settlement now seeks monetary damages from NCM based upon the 2012 soil issue as originally set forth in its December 31, 2012 Notice of Material Breach. At no point during the 2013 mediation and discussions that followed did the Settlement attempt to negotiate with NCM regarding any such alleged damages. In fact, the issue was not raised at all until recently. The Settlement did not raise the issue of monetary damages for breach of contract until Northstar/NCM raised the issue of expiration of the Agreement and the continuation of services provision. In the end, this is merely a clever distraction from the primary issue before the Court – the expiration of the Agreement. The soil issue has already been resolved to the Settlement and Court's satisfaction and should not be exploited to serve the Settlement's interests in defeating Northstar/NCM's motion to declare the Agreement expired and to enforce the continuation of services provision.

I. The Agreement expired on December 31, 2014.

Northstar maintains that the Agreement terminated on December 31, 2014 by the clear and unambiguous language of the Agreement. The Agreement states, “[t]his Agreement shall become effective following Court approval, and shall continue in full force through December 31, 2014, or until such time as all conditions and obligations are met and satisfied herein, which

the Claims Administrator estimates is sufficient time to complete all remediation services in accordance with the terms of this Agreement.”

As previously discussed, the presence of a very specific date of December 31, 2014 in the Agreement demonstrates that the parties did not intend for the terms of the Agreement to extend past that date. The second part of the provision that states “or until such time as all conditions and obligations are met and satisfied herein . . .” when read in conjunction with the December 31, 2014 date demonstrates that the Agreement expires either on December 31, 2014 or when “the conditions and obligations are met and satisfied,” **whichever occurs first, not last**. “[N]o word or clause in a contract will be treated as meaningless if a reasonable meaning can be given to it, and parties are presumed not to have included needless words in the contract.” Lee Graham Shopping Ctr., LLC v. Estate of Kirsch, 777 F.3d 678 (4th Cir. 2015) *quoting* TM Delmarva Power, L.L.C. v. NCP of Virginia, L.L.C., 263 Va. 116, 557 S.E.2d 199, 200 (Va. 2002). If the parties intended for the Agreement to continue on until such time as the Settlement deems the work completed, then there would be no point in including the December 31, 2014 date in the Agreement. Likewise, there would be no point in including a continuation of services provision in the Agreement if the Settlement can unilaterally determine when the work is completed. Such a provision would be meaningless if this was the case.

The Settlement maintains that the “conditions and obligations” of the Agreement have not been “met and satisfied.” The Agreement originally contemplated NCM remediating 160 soil properties and 600 houses. To date, NCM has completed approximately 205 soils (128%)¹ and 389 houses. In fact, NCM remediated the 160th soil property in or around August of 2014 - well in advance of the December 31, 2014 expiration date. Had the soil remediations stopped at

¹ The Settlement incorrectly claims that NCM has remediated 190 soil properties to date. Regardless, NCM has remediated several **more** soil properties than contemplated under the Agreement.

160 as originally contemplated, then the remaining house remediations would probably now be complete and this entire discussion would be effectively moot.

The Settlement states on Pages 9 and 12 of its motion that NCM admitted to a definition change of “eligible soil property.” Northstar/NCM is unaware of “definition change” that the Settlement is referring to in this statement. According to the Agreement, at Page 7, the term “eligible soil property” is defined as:

a property or discrete portion of a property that the Claims Administrator has determined meets all pertinent requirements of the Claims Administrator and the Program to qualify for remediation, including but not limited to a property or discrete portion of a property that is separately assessed for tax purposes and is within Zone 1A . . . with heavy metals contamination at or above the clean-up standard levels for zinc, arsenic, cadmium, and lead in Exhibit D, not being exclusively owned by an “opt out” Claimant and which the Claims Administrator has approved for remediation, and which the Claims Administrator shall identify to NCM from time to time as part of the “Eligibility Database” as ready and eligible for remediation, and may be relied upon by NCM.

NCM is not aware of any agreed-upon written modification to the definition of “eligible soil property” as alleged by the Settlement. The contract definition of “eligible soil property” is clear and NCM relied upon this definition in anticipating completion of the work. Despite the Settlement’s suggestion that NCM has somehow improperly benefitted from the definition of “eligible soil property,” NCM has derived no benefits other those that the parties contracted for and expected. The Settlement also implies that NCM has received a windfall for receiving the same unit payment for a smaller parcel than what the RFP estimated. However, this is not true. The RFP even states that “there is a significant variance from the average.” Smaller lots do not necessarily mean less work as there is often more hand-work in order to work around houses, fences, trees, etc.

The Settlement also repeatedly points out that the Agreement contemplated the disposal of 40,000 tons of soil and that NCM has only disposed of 29,000 tons of soil to date. However, the 40,000 ton figure was an estimate provided by the Settlement in the RFP for use in providing a proposal for a unit price item. This figure is not listed in the Agreement as a condition to or a measurement of the completion of the work.

The Settlement cites to Page 9 of the Agreement, Section III. A. wherein it states, “If there are more remediated properties, the capped amount shall be ratably increased.” The Settlement cites this clause in support of its contention that the parties contemplated performance of additional remediation services over the estimated 160 soil properties and 600 houses. NCM does not disagree that the parties considered the possibility of additional remediation services up until the expiration of the Agreement on December 31, 2014. In fact, NCM did remediate significantly more soil properties than originally contemplated prior to the expiration date. The “ratable increase” provision does not serve to extend the period of performance, but merely serves as a payment structure for additional remediation services during the period of performance.

The very presence of the continuation of services provision in the Agreement shows that that the parties contemplated a definitive end to the Agreement other than the date that the Settlement decides that the work is completed. If the Settlement can increase the work and extend the period of performance until it deems the work “completed,” then there would be no purpose in having a continuation of services provision in the Agreement in the first place. Furthermore, if the Settlement can always increase the work and extend the period of performance, then, taken to its logical extreme, the Settlement could keep Northstar/NCM on the

project indefinitely without any equitable adjustment for costs and expenses associated with the job. Clearly, that was not the intent of the parties.

The Settlement also continues to cite the “lost season” of 2013 when the Soil Amendment Program was carried out as an example of NCM’s inefficiency and alleged breach of contract. The Settlement advised NCM of the alleged material breach as to the non-compliant soil issue on December 31, 2012. See *EXHIBIT 1*. After numerous discussions and correspondences, retention of experts, and an all-day mediation in early 2013, the parties came up with a proposed resolution to the 2012 soil issue. The Court approved the resolution approximately two years ago. The resolution included, among other things, a Soil Amendment Program. Per the Settlement, the Soil Amendment Program was successful and it has been very pleased with NCM’s performance in this regard.

Unfortunately, the resolution to the 2012 soil issue was a costly one for NCM, but it agreed to the resolution in a good faith effort to resolve the matter so that the project could move on. As the Court is aware, Northstar/NCM has filed suit against its soil supplier, Chalfant & Son, for providing non-compliant soil and resulting extensive damages to NCM. The Settlement attempts to cite Northstar/NCM’s position in that suit as an admission of breach of contract. That is far from the truth. NCM essentially “cut and pasted” the soil requirements under the contract into a Work Order to Chalfant. As part of its subcontract with Chalfant, NCM agreed that it would only perform certain environmental testing for heavy metals. NCM did not agree to perform any additional testing for texture, etc., but relied upon Chalfant to provide otherwise compliant soil.

In any event, the Settlement heavily relies upon the 2012 soil issue as evidence of NCM’s purported inefficiencies and alleged failure to timely complete the work. The Settlement points

out that new soil properties were not started until August of 2013 due to the completion of the Soil Amendment Program. However, this 2013 “lost season” was largely the result of the Settlement’s decision not to start new soil properties until the first round of the amendment program was completed. See *EXHIBITS 2 and 3*. It was not NCM’s decision not to start new soil properties while the amendment program was underway. As such, it is completely unfair for the Settlement to now disavow itself from this decision and blame NCM for the alleged “lost season.”

Northstar/NCM further takes the position that all matters in controversy between the Settlement and NCM with regard to the Notice of Material Breach related to the 2012 soil issue have been long-since settled and compromised. The resolution of the 2012 soil issue did not include a term to extend the period of performance under the Agreement, and thus, cannot be cited two years later as a reason to extend the period of performance past December 31, 2014. Second, the Settlement never sought to recover monetary damages from NCM during the extensive negotiation process with regard to the 2012 soil issue. In fact, the issue was never discussed. The Settlement should not be allowed to come back two years later and seek damages from NCM when the parties fully compromised and settled all issues between them and obtained Court approval of the same. Finally, as noted above, despite the 2012 soil issue and amendment program, NCM was still able to complete well in excess of 160 soil properties by the end of 2014 as originally contemplated.

The Settlement takes the position that NCM is still not performing at an adequate pace. However, there position is based upon faulty numbers. The Settlement claims that it provided NCM with unlimited houses to remediate in Zone 3 once the soil remediation season closed in 2014. The Settlement inaccurately alleges on Pages 15-16 of its motion that NCM only managed

to complete 5 houses in December, 6 in January of 2015, 13 in February, and 14 in March. Thus, the Settlement claims that NCM is not on pace to finish the Zone 3 houses in a timely fashion. According to NCM's records, it actually completed 8 houses in December, 11 in January, 15 in February, and 22 in March of 2015. Upon information and belief, the Settlement's numbers are based upon claimant sign-offs which is an inappropriate and misleading method of calculating completed houses, and therefore, the number of homes projected to be completed in Zone 3. Claimants are issued a punch list form upon moving back into their home and are given one week to provide items for NCM's review and/or correction. Upon receipt of the punch list forms, it can take some time to resolve any identified issues, order items, or any additional activities necessary to obtain a "sign-off" from the claimant although no additional work may be performed on the property. Accordingly, the Settlement's Zone 3 numbers are misleading and underestimate the remediation work that has taken place since December of 2014.

Additionally, the Settlement claims that NCM has not properly staffed the project. As with any other issue that the Settlement brought to NCM's attention, NCM worked with the Settlement and increased its staff on the project. Accordingly, NCM maintains that this is a moot issue. Regardless, inadequate staffing is a minor issue compared to the inherent inefficiencies created by the Settlement in controlling the means and methods of NCM's work as described below.

As with any project, other matters that are beyond Northstar/NCM's control have impeded the work. Particularly, inclement weather has significantly impeded the work at various times. For instance, there were 180 working days during the 2014 soil season. Of those 180 work days, there were 55 days when the work was affected by inclement weather with multiple

properties being affected each day. *See EXHIBIT 4.* Thus, in 2014, 30.5% of the soil season was lost due to inclement weather. Still, Northstar/NCM completed 93 soil properties in 2014.

NCM maintains that the Settlement itself has caused or contributed to many of the alleged inefficiencies that it seeks to solely impose upon NCM. The Settlement controls the inventory of properties to be remediated. NCM does not randomly and arbitrarily decide how many and which soil properties and homes to remediate at any given time. On multiple occasions, NCM notified the Settlement that they may need to demobilize due to the lack of available work. The Settlement's throttling of available inventory for work has unquestionably caused inefficiencies in the completion of the project that are beyond NCM's control. *See e.g. EXHIBITS 5 - 8.*

The Settlement claims that it placed a temporary limit on NCM of 35 open properties during the 2012-2013 time period. The Settlement contends that this temporary limit did not impact NCM's ability to progress with the remediation work. However, this is not true. This throttling of the work did not allow enough inventory to alleviate claimant scheduling issues, cancellations, weather restrictions, and generally did not allow for smooth transition of the work. On numerous occasions, NCM had to demobilize due to lack of inventory. This inefficiency falls on the Settlement.

The Settlement claims that it throttled the work in 2012 due to "numerous complaints" from claimants that had to be resolved. It is unclear specifically what "numerous complaints" that the Settlement is referring to, but any and all complaints that NCM is aware of were resolved to everyone's satisfaction, except one. The Vanscoy claimants have filed suit against Northstar/NCM based upon allegations of damage caused during the remediation process of their soil and home. However, in that case, NCM participated in another all-day pre-suit mediation

with the Vanscoys and their counsel in an effort to resolve their claim without filing suit. Counsel engaged in ongoing discussions even after mediation, but were unfortunately not able to resolve the case. Other than the Vanscoys, no claimant has filed suit against Northstar/NCM based upon any unresolved complaint of damages related to this project. Thus, the Settlement has largely exaggerated the “climate of controversy” that allegedly existed in Spelter in 2012.

Also, the Settlement’s method of releasing inventory for work has also caused significant inefficiencies. Initially, NCM assumed that the properties would be released for work in an organized and inefficient manner. For instance, NCM anticipated that it would be asked to remediate properties that were located together in the same area, perhaps in order along the same street. This has not been the case. The Settlement releases the “worst” properties first. Thus, NCM is often given an inventory of properties for remediation and the properties are often located miles away from each other. Clearly, this practice causes extreme inefficiencies as NCM is required to move manpower and equipment several miles to the next home resulting in lost time and an unproductive stop-start process. This inefficiency falls squarely on the Settlement, not NCM.

Also, the Settlement will not permit NCM to remediate soil and homes concurrently. This policy unquestionably hinders NCM’s progress and results in the work being completed more slowly. If NCM was able to remediate homes and soil concurrently, then the project would likely be completed by now. Again, this inefficiency is the result of the Settlement’s management policies, not NCM’s management or work practices.

Northstar/NCM adamantly maintains that the plain and unambiguous language of the Period of Performance provision of the Agreement states that the Agreement expired on December 31, 2014. The Settlement maintains that the Agreement does not expire until all the

terms and conditions of the Agreement are “met and satisfied” as determined by the Settlement. As noted hereinabove, NCM has completed 28% more soil properties than originally contemplated and remediated the 160th soil property well in advance of the expiration of the Agreement. Likely, the house remediations would have been completed by December 31, 2014 as well had soil remediations stopped at the previously contemplated 160 mark and had the Settlement itself not hindered NCM’s progress through its own inefficient management policies.

As made clear hereinabove, the Settlement’s contention that NCM is solely to blame for the purported insufficient progress of the work is highly inaccurate. While certain delays in any remediation project are likely due to weather, scheduling, claimant cancellations, and various other factors that are beyond anyone’s control, much of delay in this matter has been the result of the Settlement’s own management policies and decisions and not exclusively the result of NCM’s management and work practices as alleged. Regardless, all of the finger pointing as to who is to blame for certain delays and inefficiencies is largely an immaterial academic exercise to the extent that the expiration of the Agreement is not determined by when the Settlement decides that the work is complete, but by the specific date contained in the Agreement – December 31, 2014.

As previously noted, by requesting the Court to find that the subject Agreement expired on December 31, 2014, Northstar is not necessarily requesting the Court to relieve it from any further obligations under the Agreement. In fact, in a good faith effort to keep the project moving forward, Northstar has continued to perform remediation services after December 31, 2014. Northstar simply maintains that it is entitled to an equitable adjustment for its continuation of services for any work performed after December 31, 2014, pursuant to Article IX, Section E of the Agreement.

II. Northstar/NCM did not breach the terms of the Agreement and any alleged damages to the claimants stemming from the soil issues identified the December 31, 2012 Notice of Material Breach have been rectified.

For the first time, the Settlement now seeks monetary damages directly against Northstar/NCM for its alleged breach of contract in “using poor materials such as non-compliant soil and for failing to remediate the properties still left untouched in a timely fashion.” First, the Settlement’s claim to monetary damages was effectively waived when the parties mediated and settled all issues between them with regard to the 2012 soil issues and the terms of that agreement were approved by this Honorable Court. The Settlement should not now be permitted to re-litigate matters that have been settled, compromised, and approved by the Court. Interestingly, the Settlement did not raise the issue of purported monetary damages as the result of the 2012 soil issue until Northstar/NCM raised the issue of expiration of the Agreement in early 2015. This is not a coincidence.

Second, NCM did not cause any alleged soil non-compliance as Chalfant & Son was contractually obligated to NCM to provide compliant soil. To the extent that did not occur, Chalfant is responsible. NCM agreed to perform environmental testing for heavy metals, but Chalfant was otherwise responsible for supplying compliant soil for the project under the clear terms of the subcontract. This serves as the basis for Northstar/NCM’s lawsuit against Chalfant.

Finally, to the extent that the claimants were allegedly damaged by the installation of non-compliant soil, NCM eliminated the damage through the Soil Amendment Program which the Settlement concedes was highly successful. As such, in Northstar/NCM’s view, the 2012 soil issue is completely resolved and moot at this time. To the extent that the Settlement did not pursue further claims for monetary damages during the extensive negotiations that took place in or around 2013, those claims are now waived.

WHEREFORE, for all of the reasons set forth hereinabove, Northstar respectfully moves this Honorable Court to enter an Order declaring that the Agreement expired on December 31, 2014, that Northstar receive an equitable adjustment for its continuation of services pursuant to Article IX, Section E of the Agreement in an amount to be approved by the Court, that the Settlement's claim for monetary damages for Northstar/NCM's alleged breach of contract be denied, and any other relief deemed just and proper.

**NORTHSTAR DEMOLITION AND
REMEDICATION, LP f/k/a NCM DEMOLITION
AND REMEDIATION, LP**

By Counsel



Cy A. Hill, Jr. (WVSB ID No. 8816)
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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.

Civil Action No. 04-C-296-2
(The Honorable Thomas A. Bedell, Judge)

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

Defendants.

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of April, 2015, I caused service of the foregoing "NORTHSTAR DEMOLITION AND REMEDIATION, L.P., f/k/a NCM DEMOLITION AND REMEDIATION, L.P.'S RESPONSE TO CLAIMS ADMINISTRATOR'S MOTION TO DETERMINE THAT THE AGREEMENT BETWEEN NORTHSTAR f/k/a NCM ("NCM") AND THE PERRINE DUPONT SETTLEMENT HAS NOT EXPIRED AND REQUESTING REIMBURSEMENT OF SETTLEMENT DAMAGES CAUSED BY NCM'S FAILURE TO TIMELY REMEDIATE SETTLEMENT PROPERTIES" to be made upon interested parties by depositing true and accurate copies of the same in the regular course of the United States mail, postage prepaid, in envelopes addressed as follows:

Edgar C. Gentle, III, Esquire
Michael A. Jacks, Esquire
GENTLE, TURNER, SEXTON & HARBISON
P O Box 257
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DuPont's Finance Committee Representative

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*Guardian Ad Litem and
Plaintiffs' Class Finance Committee Proxy*



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EXHIBIT 1

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
ATTN: EDGAR C. GENTLE, CLAIMS ADMINISTRATOR
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE

55 B Street
Spelter, West Virginia 26438
(304) 622-7443
(800) 345-0837
www.perrinedupont.com
perrinedupont@gtandslaw.com

**NOTICE OF MATERIAL BREACH OF AGREEMENT
TO NCM DEMOLITION, LP**

December 31, 2012

VIA EMAIL
CONFIDENTIAL

Mr. George W. Hilton, III
Vice President/ Branch Manager
NCM Demolition and Remediation, LP
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ghilton@ncmgroup.com

Mr. Dennis Raver
Program Manager
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**Re: The Perrine DuPont Settlement (the "Settlement") - Settlement Notice to NCM
of Breach and Opportunity to Cure; 4609-1-DD-34**

Dear George and Dennis:

We hope that all is well.

The purpose of this letter is to provide NCM Demolition and Remediation, LP ("NCM") with the Settlement's current position regarding soil utilized in the remediation of homes during 2012.

I. NOTICE OF BREACH OF SOIL REPLACEMENT PROTOCOLS
PURSUANT TO SECTION IV OF THE AGREEMENT,
AND OPPORTUNITY TO CURE

The Settlement hereby places NCM on notice that it is in breach of the Agreement for Soil and Property Remediation Services for the Lenora Perrine, et al., v. E.I. DuPont Nemours and Company, et al., Settlement a.k.a. the Perrine DuPont Settlement dated April 25, 2012, and approved by the Court on May 1, 2012 (the "Agreement"), with regard to soil remediation services.

In violation of Agreement Section IV, NCM has not: (i) ensured that all replacement topsoil is tested prior to remediating eligible soils; and (ii) ensured that all topsoil follows the ASTM D 5286.

Section IV(C)(d)(xiii) of the Agreement provides:

Borrow Source Evaluation: As part of the pre-mobilizing activities, the name and location of each proposed borrow source for imported topsoil to be used as part of the Remediation Services contemplated herein shall be identified by NCM and sampling shall be conducted on said topsoil, and provided to the Claims Administrator. Samples shall be collected for analysis of the following analytical parameters typically required for documenting clean fill (VOCs, SVOCs, pesticides/PCBs and metals) using the EPA Testing Methods, and at the frequency, specified in the QAPP/WP. Said topsoil shall be clean mineral soil, free of roots, woody vegetation, stumps, sod, large rocks, frozen soil or other objectionable material. The topsoil shall follow the general criterial outline in ASTM D 5286 ("Standard Specifications for Topsoil for Landscape Purposes") to properly establish and sustain sod. Emphasis Added.

Section IV(C)(e)(ii)(4) of the Agreement provides:

NCM shall replace and backfill all eligible soils to the level of the original yard inclusive of the sod, with a pre-tested topsoil from an off-site source which has been tested for the contaminants of concern (cadmium, arsenic, zinc, and lead), and shown to be free of said contaminants below the clean-up standard... Emphasis Added.

On October 23, 2012, soil expert Duane A. Traux, CPSS, of RETTEW, while being accompanied by representatives of both the Settlement and NCM, conducted an evaluation of the seven acre topsoil stockpile site utilized by NCM for the Perrine Property Remediation Settlement. Prior to said evaluation, Duane spoke with and met with representatives of NCM, including Dennis

Raver and Eddie Waskiewicz, among others. A copy of our expert's resulting November 28, 2012 report is attached hereto as Exhibit A.

As a result of said evaluation, the Settlement hereby declares that NCM is in breach of the Agreement in the following manners:

1. Section IV(C)(d)(xiii) of the Agreement requires that the topsoil materials utilized for remediation be in compliance with ASTM D5286. Based on the laboratory test results, the composite samples obtained from the stockpiles are not in compliance with ASTM D5286. Each of the soil samples had a sand content ranging from 6.4 to 10.2 percent, less than the required minimum of 20 percent. In addition, the combined silt and clay content for each sample was greater than 70 percent, the maximum allowable value.
2. Section IV(C)(d)(xiii) of the Agreement requires that the topsoil materials utilized for remediation be in compliance with ASTM D5286. Based on the laboratory test results, the composite samples obtained from the stockpiles are not in compliance with ASTM D5286. The combined silt and clay content for each sample was greater than 70 percent, the maximum allowable value.
3. The Agreement requires that the topsoil to be utilized for remediation is classified (USDA) as sandy loam, loam, or silt loam. Each of the composite soil samples from the stockpiles were not in compliance and were classified as silty clay loam.

Furthermore, payment for Per Soil remediation is based, at a minimum, upon the following services being performed, as set forth in the Settlement's Uniform Price Bid Form:

Per Soil Property price for remediation, as described in the RFP. At this time, the Settlement intends to remediate contaminated soil to a depth of 6 inches, to include soil excavation, loading, removal, and transportation of excavated soil to an acceptable disposal location, and purchase of and replacement with clean soil, import and placement of the clean soil from an approved off-site source, and property restoration.

Based upon the foregoing, the Settlement hereby notifies NCM that it is in Material Breach of the Agreement. In accordance with Section IX, NCM is being provided with the opportunity to cure said breach within fifteen (15) days of this Additional Notice.

If NCM fails to take reasonable and substantial steps to cure the breach, we will seek our remedies under the Agreement.

II. CURE

In order to cure the breach noted above, NCM is required to implement the following corrective action:

1. NCM will work with the Settlement's Expert, Duane Traux, to develop a detailed corrective measure remediation plan to be approved by the Settlement and the Court, which will include:
 - Continuing to utilize a fertility and pest management program such as the one currently provided by True Green;
 - Performing core aeration with minimum penetration depth of three (3) inches to all impacted lawn areas. The core aeration will loosen and partly cultivate the in-place unsuitable soil materials.
 - Immediately following the completion of the core aeration, lawn areas shall be top-dressed with clean sand.
 - Applying soil amendments to the lawn areas that will increase organic matter content to at least 5 percent and adjust the pH soil to be between 6.0 and 7.5.
 - Utilizing a 'drag mat' thatcher, and/or other method(s) to break up the soil cores and complete the in-filling of the holes that may remain in the lawn areas.
 - Repeating the treatment six to eight months after the completion of the second treatment.
 - Developing a method for addressing yards that are non-responsive to said treatment.
2. The developed plan must be approved by the Settlement and the Court;
3. NCM shall not utilize any soil from the old seven acre topsoil stockpile site previously utilized by NCM for the Settlement; and
4. All corrective measure costs are to be borne by NCM.

III. INVOCATION OF MEDIATION AND DISPUTE RESOLUTION PROVISIONS

The Settlement hereby provides notice to NCM that NCM is in Material Breach of the Agreement. In accordance with Section IX, NCM is being provided with the opportunity to cure said breach within fifteen (15) days of this Notice.

In accordance with Section IX, if NCM fails to cure, the Settlement shall invoke its resolution rights pursuant to Section X(C), which provides that the "...[p]arties must first subject

the dispute to mediation as a condition precedent.” The Settlement hereby nominates as a mediator the Honorable Robert L. Greer, Esq., who was agreed to by NCM and the Settlement for a previous mediation respecting the Agreement.

In the event of a failed mediation, these issues shall be resolved by the Honorable Thomas A. Bedell of the Circuit Court of Harrison County, West Virginia, as explicitly required by Section X(B).

We look forward to resolving the matters discussed in this Letter of Notice of Breach, and we look forward to discussing your plan to resolve them promptly.

As usual, please do not hesitate to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed. Gentle", written in a cursive style.

Edgar C. Gentle, III
Claims Administrator

Enclosure: Exhibit A: Duane Traux Field Evaluation of Topsoil Stockpile Area dated November 28, 2012.

cc: (with enclosure)(via e-mail)(confidential)

Diandra S. Debrosse, Esq.

Katherine A. "Kip" Harbison, Esq.

Michael A. Jacks, Esq.

Mr. Billy Sublett

EXHIBIT A

**DUANE TRUAX FIELD EVALUATION OF TOPSOIL
STOCKPILE AREA DATED NOVEMBER, 28, 2012**



3020 Columbia Avenue, Lancaster, PA 17603 • Phone: (717) 394-3721
E-mail: rettetw@rettetw.com • Website: rettetw.com

We answer to you.

Engineers

Planners

Surveyors

Landscape

Architects

Environmental

Consultants

November 28, 2012

Edgar C. Gentle, III, Claims Administrator
Gentle, Turner, Sexton, Debrosse & Harbison
Perrine Dupont Settlement Claims Office
c/o Spelter Volunteer Fire Department Office
55 B Street
Spelter, WV 26438

RE: Perrine Property Remediation Settlement
Soil Expert Services
Field Evaluation of Topsoil Stockpile Area
RETTEW Project No. 095912000

Dear Mr. Gentle:

As per your request, RETTEW has performed an evaluation of the approximately seven (7)-acre topsoil stockpile area (Site) currently being utilized by NCM Demolition & Remediation LP (NCM) for the Perrine Property Remediation Settlement. The purpose of the evaluation was to make visual observations at the 'topsoil' stockpile area and monitor the excavation of test pits within the topsoil stockpiles identified at the Site. In addition, soils were sampled for laboratory analysis in order to determine if the materials contained in topsoil stockpiles are in compliance with the project requirements. For the purpose of this evaluation, RETTEW was not required to perform any environmental testing on the soil samples for contaminants (zinc, arsenic, cadmium, etc.).

Prior to initiating the evaluation on October 23, 2012, RETTEW met with representatives of Gentle, Turner, Sexton, Debrosse & Harbison (GTSD&H), representing the 'Settlement', and NCM Demolition & Remediation LP (NCM), the 'Contractor', at the NCM field office located in Spelter, West Virginia. After a brief meeting to discuss the project objectives, RETTEW mobilized to the Site to begin the field investigation. Representatives of GTSD&H and NCM were also present during RETTEW's field evaluation.

Site Description

The Site is situated within northwestern portions of a proposed residential development located northeast of the intersection of US Route 50 and County Route 3 in Taylor County, West Virginia (refer to Figure 1). In general, the entire Site was observed to be in a disturbed condition and have little to no vegetative cover. The only exceptions observed at the Site were areas stabilized with straw mulch and newly established grass. The stabilized areas were located within southeastern portions of the Site near the access roadway and northwestern portions near the lowest topographic part of the Site.

A total of two (2) topsoil stockpiles were identified at the Site by RETTEW. According to NCM, one (1) stockpile (Stockpile A), located within central portions of the Site, is currently being utilized for the remediation of properties in Spelter, West Virginia. The other topsoil stockpile (Stockpile B) was identified in northern portions of the Site and, according to NCM, will possibly be utilized for similar remedial work associated with the Settlement in the future.



Field Evaluation

A total of four (4) test pits were excavated with a track-mounted excavator provided by NCM at the Site (Stockpile A and Stockpile B). More specifically, two (2) test pits were excavated in each of the respective topsoil stockpiles. In addition, as per the request of the GTSD&H, two (2) test pits were hand-dug with a shovel within southeastern portions of the Site in an area referred to in this letter as the 'Western Slope Area'. Soil materials were visually examined by a RETTEW Certified Professional Soil Scientist (CPSS) for the presence/absence of deleterious materials (roots, woody vegetation, concrete, bricks, etc.), and field classified based on the United States Department of Agriculture (USDA) classification system. In addition, representative samples of the soil materials were collected for laboratory analysis. A total of five (5) samples were obtained from the test pits. One (1) composite sample was collected from each test pit (TP-1 thru TP-4). In addition, one (1) composite sample was collected from the Western Slope Area (TP-5 & TP-6). The approximate locations of test pits are shown on Figure 2 (see attached).

In general, the soils observed in the test pits consisted of both topsoil and subsoil materials. The soil materials observed in Stockpile A and Stockpile B were field classified as silt loam, silt clay loam, and silty clay. Approximately 10 to 15 percent of the soils observed in the test pits were comprised of an undistinguishable mixture of these soil types. Soils observed in the Western Slope Area consisted of a thin surficial layer of silt loam topsoil underlain by silty clay subsoil. Bedrock was observed at approximately one (1) foot below existing grade in the Western Slope Area. The quantity of deleterious materials, consisting of roots and woody vegetation, observed in the soils during the field investigation was negligible, approximately 1 to 3 percent by volume. A Summary of Observations (Table 1) is attached to this letter.

The organic matter content of the topsoil materials imparts a darker brown color, making them easy to visually distinguish from the lighter colored subsoil materials in the topsoil stockpiles. In addition, some of the subsoil materials exhibited color characteristics (redoximorphic depletions and concentrations) indicating past periodic saturation. The redoximorphic (redox) features appear to be relict and likely developed where groundwater and/or perched water fluctuated within the soil profile. These periods of saturation create the low-oxygen environment needed for iron in the soil to change chemical form and become more mobile. The mobilized iron then has the potential to concentrate when the soil becomes drier and more oxygen is present. The result of this process typically creates a soil profile with both redox depletions (lighter colors) and redox concentrations (redder and darker colors).

Laboratory Analysis

RETTEW contracted with Jay-Kay Testing of Spring Grove, PA to perform testing on the soil samples obtained from the Site. Jay-Kay Testing is accredited by the American Association of State Highway and Transportation Officials (AASHTO) and participates in the AASHTO Materials Reference Laboratory (AMRL) proficiency sample program. The following laboratory tests were performed: Sieve Analysis and Hydrometer (USDA classification), organic matter content, and soil pH. The results of the laboratory tests are attached to this letter. A Summary of Laboratory Tests Results (Table 2) is also attached to this letter.

Conclusions

RETTEW has completed a field evaluation of the topsoil stockpile area currently being utilized by NCM Demolition & Remediation LP (NCM) for the Perrine Property Remediation Settlement. Based on our observations at the Site and the laboratory test results, the following conclusions can be made:

1. Portions of the Site have been stabilized with straw mulch and newly established grass, while the majority of the Site remains exposed and bare.
2. Topsoil and subsoil materials have been stripped from the Site and stored in stockpiles. An apparent cut depth of 1.0 to 3.0 feet was observed along the western edge of the Site.
3. It appears that the 'topsoil stockpiles' consist of both organic-rich topsoil and subsoil materials with low-organic matter content.
4. Due to the process by which soil materials are currently being removed from the topsoil stockpiles, transported to the properties in Spelter, WV, and then graded in preparation for new sod, it is assumed that the soil types that were visually observed and distinguishable in the test pits will be significantly blended by the time they reach their final destination. Therefore, a composite method of soil sampling was applied.
5. The project specifications require that topsoil materials utilized for remediation must be in compliance with ASTM D5268 (Standard Specifications for Topsoil Used for Landscaping Purposes). Based on the laboratory test results, the composite samples obtained from the stockpiles were not in compliance with ASTM D5268 (see attached). Each of the soil samples had a sand content ranging from 6.4 to 10.2 percent, less than the required minimum of 20 percent. In addition, the combined silt and clay content for each sample was greater than 70 percent, the maximum allowable value.
6. The organic matter content of the soil samples ranged from 3.2 to 3.9 percent and is within the acceptable range (2 to 20 percent).
7. The soil pH for each of the soil samples was determined to be within the acceptable range of 5.0 to 7.0. It should be noted that the pH values were marginally acceptable with values ranging from 5.0 to 5.3.
8. The project specifications require that the topsoil to be utilized for remediation is classified (USDA) as sandy loam, loam, or silt loam. Based on the laboratory test results, each of the composite soil samples from the stockpiles were not in compliance and were classified as silty clay loam.
9. The field evaluation and laboratory test results indicate that the soil in the stockpiles is not in compliance with the requirements of the project.
10. Assuming the soil materials utilized by NCM for the remediation of properties in Spelter, WV are generally consistent with the soil materials that were observed during our field evaluation of the topsoil stockpile area, it is probable that some, if not all, of the remediated properties completed to date are out of compliance with the project requirements.
11. Assuming that some of the remediated properties completed by NCM to date are out of compliance with the project requirements, it is anticipated that corrective action will be necessary.

Recommendations

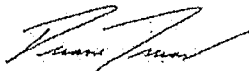
Based on our conclusions from the field evaluation and laboratory testing, we can make the following recommendations:

1. Since the existing topsoil stockpiles utilized by NCM are out of compliance with the project requirements, a source of suitable topsoil should be identified for future use. Suitability, as defined by the project requirements, should be determined by laboratory analysis.
2. Alternatively, the unsuitable materials observed in the existing topsoil stockpiles can be utilized for remediation provided that they are amended prior to use.
3. If amendment is preferred, based on the laboratory test results, unsuitable materials in the topsoil stockpiles should be blended with clean sand at a 3:1 ratio (soil: sand) in order to meet the project requirements.
4. Due to the observed presence of subsoil materials in the topsoil stockpile, we recommend that an organic amendment be added to improve fertility. In addition, the organic amendment may be necessary based on the fact that the effective organic matter content will be reduced once the sand amendment has been blended with soil materials from the topsoil stockpile. Based on our professional opinion, a minimum organic matter content of five (5) percent is recommended to improve the establishment and growth of sod.
5. The test results indicate that the soil materials in the topsoil stockpile have pH values ranging from 5.0 to 5.3. Based on our professional opinion, a pH range on order of 6.0 to 7.5 is recommended to improve the establishment and growth of sod.
6. In order to determine which of the remediated properties are out of compliance, it would be necessary to perform a subsurface investigation at each of the respective properties. The investigation should include test pits or soil probes to a minimum depth of six (6) inches below the surface. The test locations should be determined by GTSD&H with appropriate coordination between NCM and the property owners.
7. Full corrective action for the properties determined to be out of compliance with the project requirements would require the removal of all the soil materials imported from the topsoil stockpile area and replacing them with suitable materials. However, this option would require a significant amount of ground disturbance to the lawn and landscape areas at the respective properties. As such, a limited corrective action may be more feasible in order to improve the quality of the soil materials in place.
8. A limited corrective action for the properties determined to be out of compliance should include implementing a short-term maintenance program that would require much less ground disturbance than the option described in Item #7. We recommend that the short term maintenance program include the following:
 - a. Continue utilizing a fertility and pest management program such as the one currently provided by TruGreen.
 - b. Perform core aeration with minimum penetration depth of three (3) inches to all lawn areas. The core aeration will loosen and partially cultivate the in-place unsuitable soil materials.
 - c. Immediately following the completion of the core aeration, lawn areas should be top-dressed with clean sand.

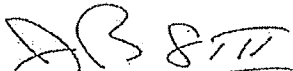
- d. Apply soil amendments to the lawn areas that will increase organic matter content to at least five (5) percent and adjust the soil pH to be within the recommended range provided in Item #5.
- e. Utilize a 'drag mat', thatcher, and/or other method(s) to break up the soil cores and complete the infilling of the holes that may remain in the lawn areas.
- f. Repeat this treatment (steps 'b' thru 'e') six (6) to eight (8) months from the time of the initial core aeration.
- g. Lawn areas should be reevaluated six (6) to eight (8) months after the completion of the second treatment. Additional actions may be provided at that time where warranted.

If you have any questions regarding this letter, please do not hesitate to call our office. We will continue to work to give you the quality service you deserve as a valued client of RETTEW.

Sincerely,



Duane A. Truax, CPSS
Soil Scientist



John B. Stipe, III, CPSS
Director of Geosciences

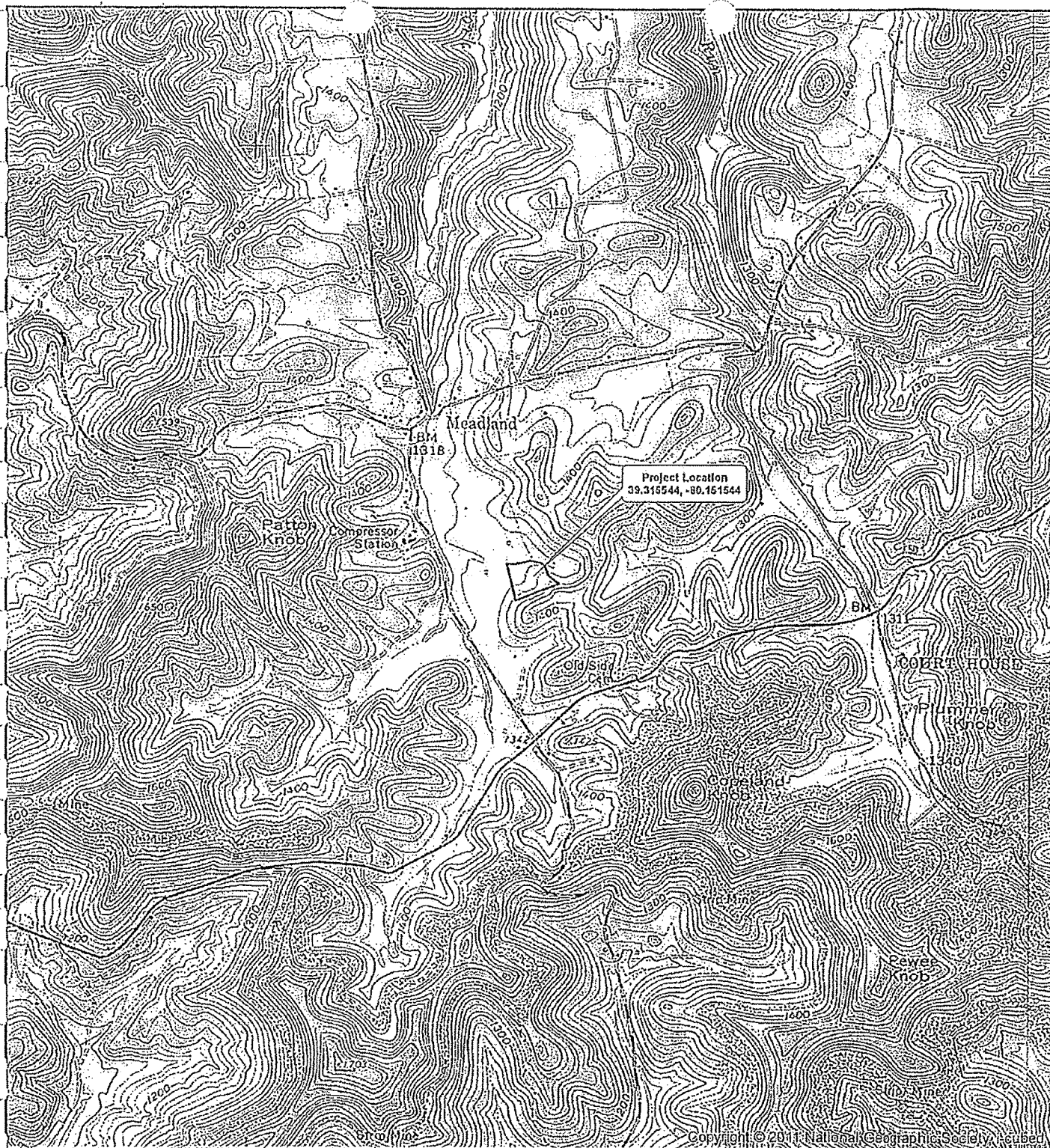
Enclosure

copy: Diandra Debrosse
Project Administration


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RETTEW

ATTACHMENT A
FIGURES



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 Area of Investigation (AOI)

Booths Creek District, Taylor County, WV
Rosemont, WV USGS 7.5' Topographic Quadrangle

11/12/2012

Perrine Dupont Remediation Settlement

Topsoil Stockpile Area

Figure 1: Project Location Map

Project Number: 095912000



0 1,000 2,000
Feet
1 inch = 2,000 feet

RETTEW



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⑨ Test Pit Location

□ Area of Investigation (AOI)

Perrine Dupont Remediation Settlement

Topsoil Stockpile Area

Figure 2: Test Pit Location Plan

Project Number: 095912000



0 75 150 Feet
1 inch = 150 feet

RETTEW

Booths Creek District, Taylor County, WV

11/12/2012

ATTACHMENT B
TABLES

TABLE 1
SUMMARY OF TEST PIT OBSERVATIONS
TOPSOIL STOCKPILE AREA
PERRINE DUPONT SETTLEMENT

Test Pit ID	SAMPLING POINT ID #	Approximate Test Pit Depth (feet)	Estimated Percentage of Profile	Color	USDA Field Classification	Estimated Percent Sand (%)	Estimated Percent Clay (%)	Redoximorphic Depletion Color	Redoximorphic Concentration Color
Stockpile 'A' TP-1	S-1 & S-2	4.0	60%	7.5YR 4/3	silt loam	18	15	-	-
			15%	7.5YR 5/3	silty clay	18	45	7.5YR 6/2	7.5YR 5/8
			15%	10YR 5/6	silty clay loam	15	32	10YR 6/2	7.5YR 6/6
			10%	Undistinguishable Mixture of Soil Types					
Stockpile 'A' TP-2	S-3 & S-4	4.0	50%	10YR 4/3	silt loam	15	15	-	-
			10%	7.5YR 5/4	silty clay	12	50	7.5YR 6/2	7.5YR 5/8
			25%	10YR 5/6	silty clay loam	12	35	10YR 6/2	7.5YR 6/6
			15%	Undistinguishable Mixture of Soil Types					
Stockpile 'B' TP-3	S-5 & S-6	4.0	20%	5YR 4/3	silt loam	18	20	-	-
			60%	2.5YR 4/4	silt loam	20	25	-	-
			10%	10Y 7/1	silty clay loam	10	32	-	7.5YR 6/8
			10%	Undistinguishable Mixture of Soil Types					
Stockpile 'B' TP-4	S-7 & S-8	4.0	20%	7.5YR 4/3	silt loam	18	20	-	-
			10%	7.5YR 4/2	silt loam	25	22	7.5YR 5/1	7.5YR 5/6
			40%	5YR 5/4	silt loam	20	18	-	-
			15%	10Y 7/1	silty clay loam	10	35	-	7.5YR 6/8
			15%	Undistinguishable Mixture of Soil Types					
Western Slope Area TP-5	S-9	1.0	20%	7.5YR 4/3	silt loam	20	25	-	-
			80%	10YR 5/4	silty clay	15	45	10YR 6/2	7.5YR 5/6
Western Slope Area TP-6	S-10	1.0	10%	7.5YR 4/3	silt loam	15	22	-	-
			90%	10YR 5/6	silty clay	12	50	-	-

TABLE 2
SUMMARY OF LABORATORY TEST RESULTS
TOPSOIL STOCKPILE AREA
PERRINE DUPONT SETTLEMENT

Test Pit ID	SAMPLING POINT ID #	SAMPLE TYPE	USDA Classification	Percent Sand (%)	Percent Silt (%)	Percent Clay (%)	Combined Silt & Clay (%)	Soil pH	Organic Matter Content (%)
<i>Project Requirements</i>			sandy loam, or loam, or silt loam	20 to 60 percent			35 to 70 percent	5.0 to 7.0	2 to 20 percent
Stockpile 'A' (TP-1 & TP-2)	S-1 & S-2	Composite	silty clay loam	10.2	55.8	34.0	89.8	5.3	3.9
Stockpile 'A' (TP-3 & TP-4)	S-3 & S-4	Composite	silty clay loam	9.4	57.6	33.0	90.6	5.0	3.9
Stockpile 'B' (TP-5 & TP-6)	S-5 & S-6	Composite	silty clay loam	6.4	54.6	39.0	93.6	5.0	3.6
Stockpile 'B' (TP-7 & TP-8)	S-7 & S-8	Composite	silty clay loam	8.0	59.5	32.5	92.0	5.0	3.2
Western Slope Area (TP-9 & TP-10)	S-9 & S-10	Composite	silty clay loam	6.9	54.6	38.5	93.1	5.2	3.6

ATTACHMENT C
SUMMARY OF LABORATORY TESTING

SUMMARY OF LABORATORY TESTING

Topsoil for Perrine Dupont Settlement

BORING	SAMPLE	DEPTH (ft.)	MC%	pH	OM%	ATTERBERG LIMITS			% FINES	USCS	GRAIN SIZE
						LL	PL	PI			
A North Side	S-1 + S-2	Composite	-	5.3	3.9	-	-	-	-	-	-
A South Side	S-3 + S-4	Composite	-	5.0	3.9	-	-	-	-	-	-
B East Side	S-5 + S-6	Composite	-	5.0	3.6	-	-	-	-	-	-
B West Side	S-7 + S-8	Composite	-	5.0	3.2	-	-	-	-	-	-
West Slope	S-9 + S-10	Composite	-	5.2	3.6	-	-	-	-	-	-
Jay Kay Testing (AASHTO Accredited)						PROJECT # 095912000				see attached	

JAY KAY TESTING
 5233 Lehman Road, Suite 110
 Spring Grove, PA 17362
 Phone: (410) 259-5101

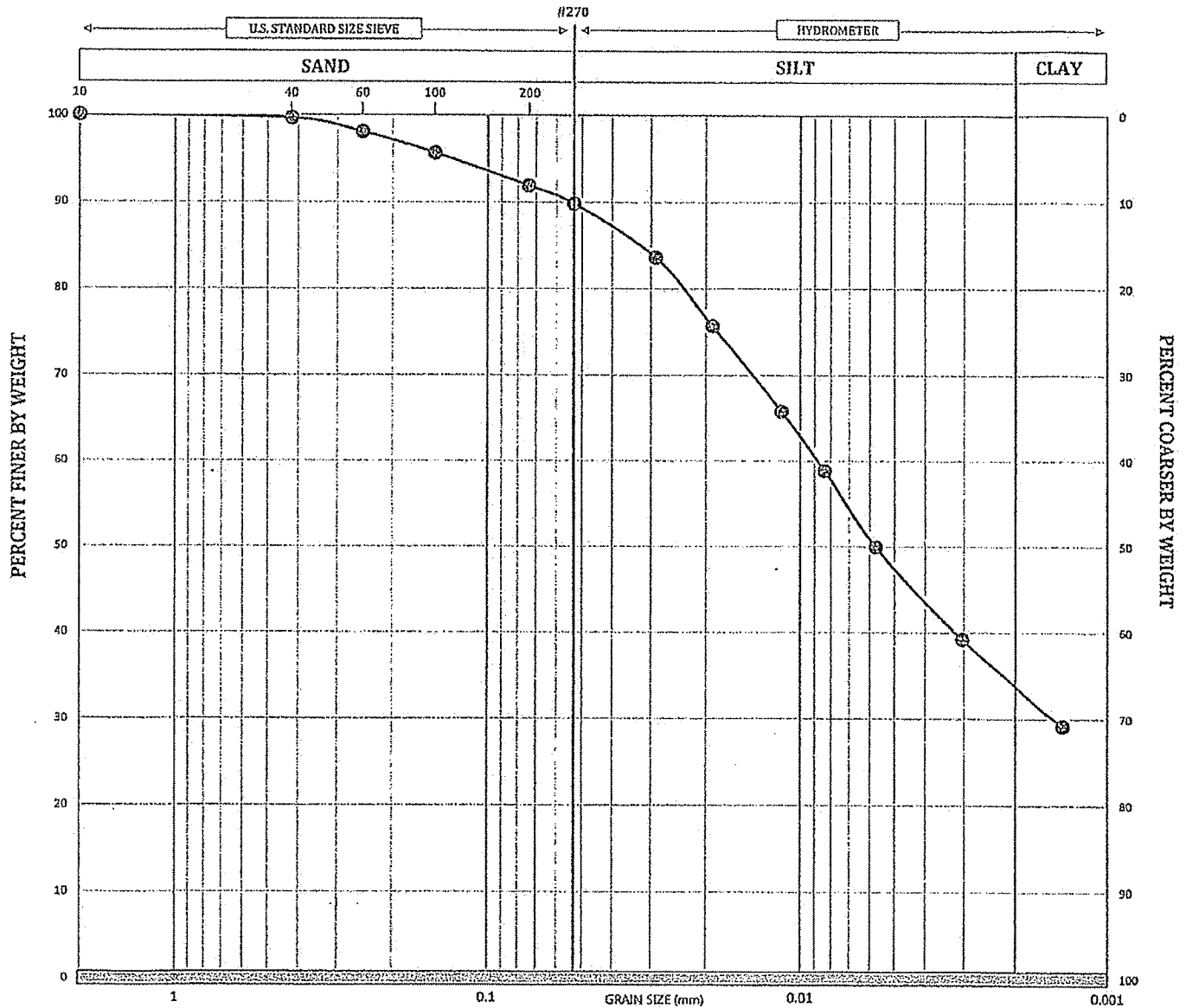
Topsoil for Perrine Dupont Settlement

Project Number
 095912000

BORING SAMPLE DEPTH
 A North Side S-1 + S-2 Composite

USDA RESULTS

Test Method
 AASHTO T-88



% SAND	% SILT	% CLAY	USDA CLASSIFICATION
10.2	55.8	34.0	Silty clay loam

MC	USCS	AASHTO	LL	PL	PI	% FINES	SOIL DESCRIPTION
-	-	-	-	-	-	-	Trace decomposed rock

JAY KAY TESTING
 5233 Lehman Road, Suite 110
 Spring Grove, PA 17362
 Phone: (410) 259-5101

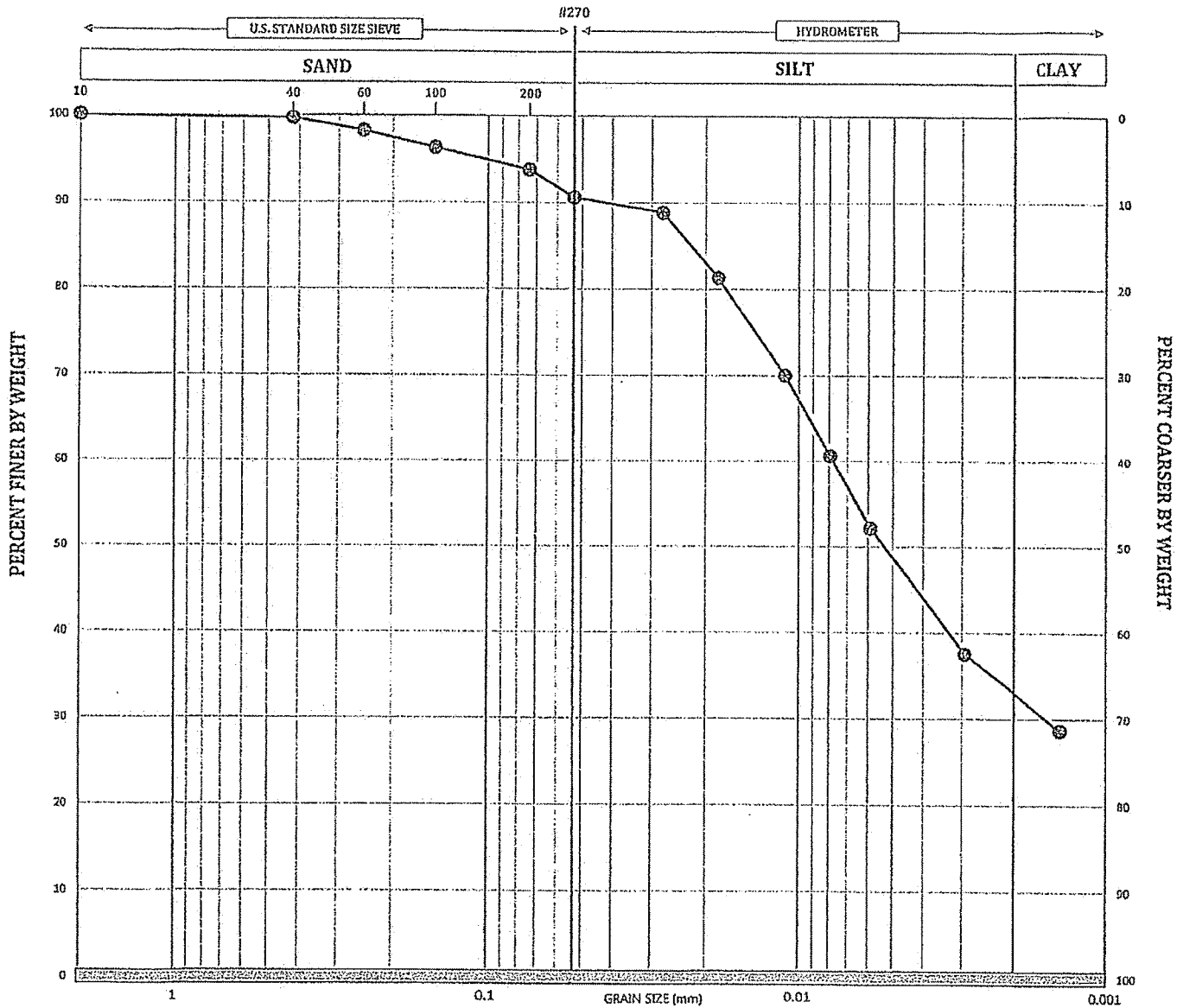
Topsoil for Perrine Dupont Settlement

Project Number
 095912000

BORING	SAMPLE	DEPTH
A South Side	S-3 + S-4	Composite

USDA RESULTS

Test Method
 AASHTO T-88



% SAND	% SILT	% CLAY
9.4	57.6	33.0

USDA CLASSIFICATION
 Silty clay loam

MC	USCS	AASHTO	LL	PL	PI	% FINES	SOIL DESCRIPTION
-	-	-	-	-	-	-	-

JAY KAY TESTING
5233 Lehman Road, Suite 110
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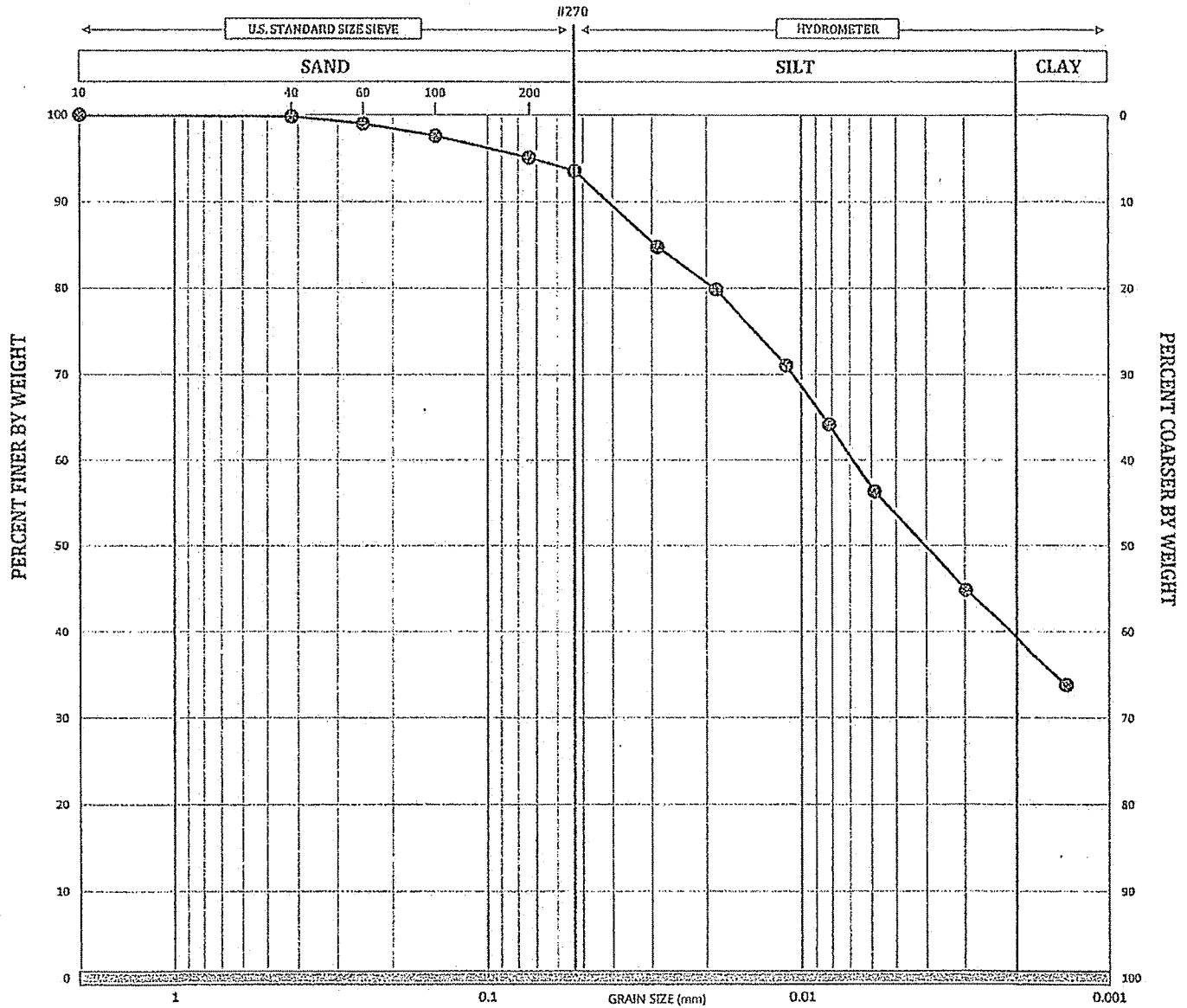
Topsoil for Perrine Dupont Settlement

Project Number
095912000

BORING	SAMPLE	DEPTH
B East Side	S-5 + S-6	Composite

USDA RESULTS

Test Method
AASHTO T-88



% SAND	% SILT	% CLAY	USDA CLASSIFICATION
6.4	54.6	39.0	Silty clay loam

MC	USCS	AASHTO	LL	PL	PI	% FINES	SOIL DESCRIPTION
-	-	-	-	-	-	-	Trace decomposed rock

JAY KAY TESTING
 5233 Lehman Road, Suite 110
 Spring Grove, PA 17362
 Phone: (410) 259-5101

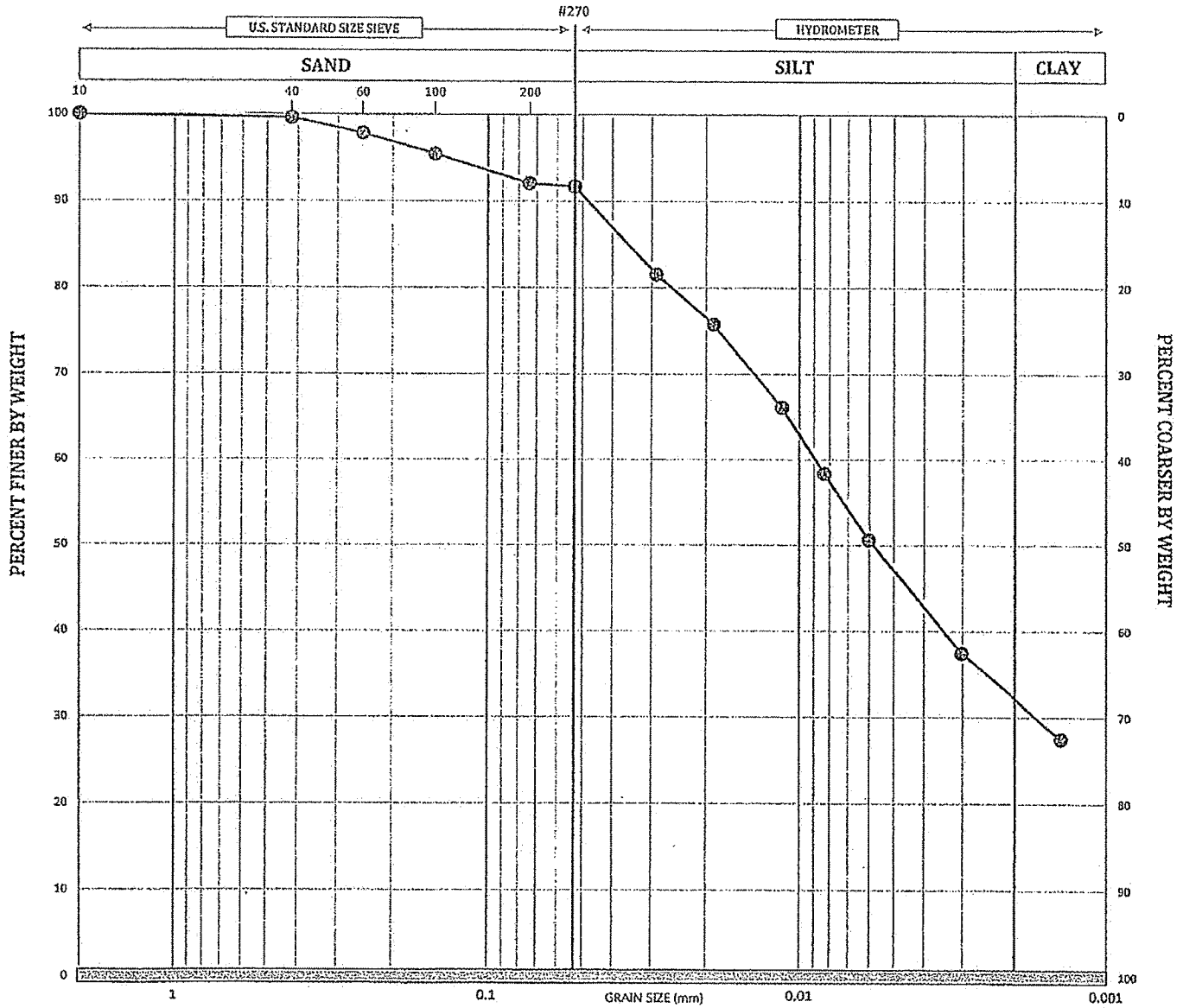
Topsoil for Perrine Dupont Settlement

Project Number
 095912000

BORING	SAMPLE	DEPTH
B West Side	S-7 + S-8	Composite

USDA RESULTS

Test Method
 AASHTO T-88



% SAND	% SILT	% CLAY	USDA CLASSIFICATION
8.0	59.5	32.5	Silty clay loam

MC	USCS	AASHTO	LL	PL	PI	% FINES	SOIL DESCRIPTION
-	-	-	-	-	-	-	Trace decomposed rock

JAY KAY TESTING
 5233 Lehman Road, Suite 110
 Spring Grove, PA 17362
 Phone: (410) 259-5101

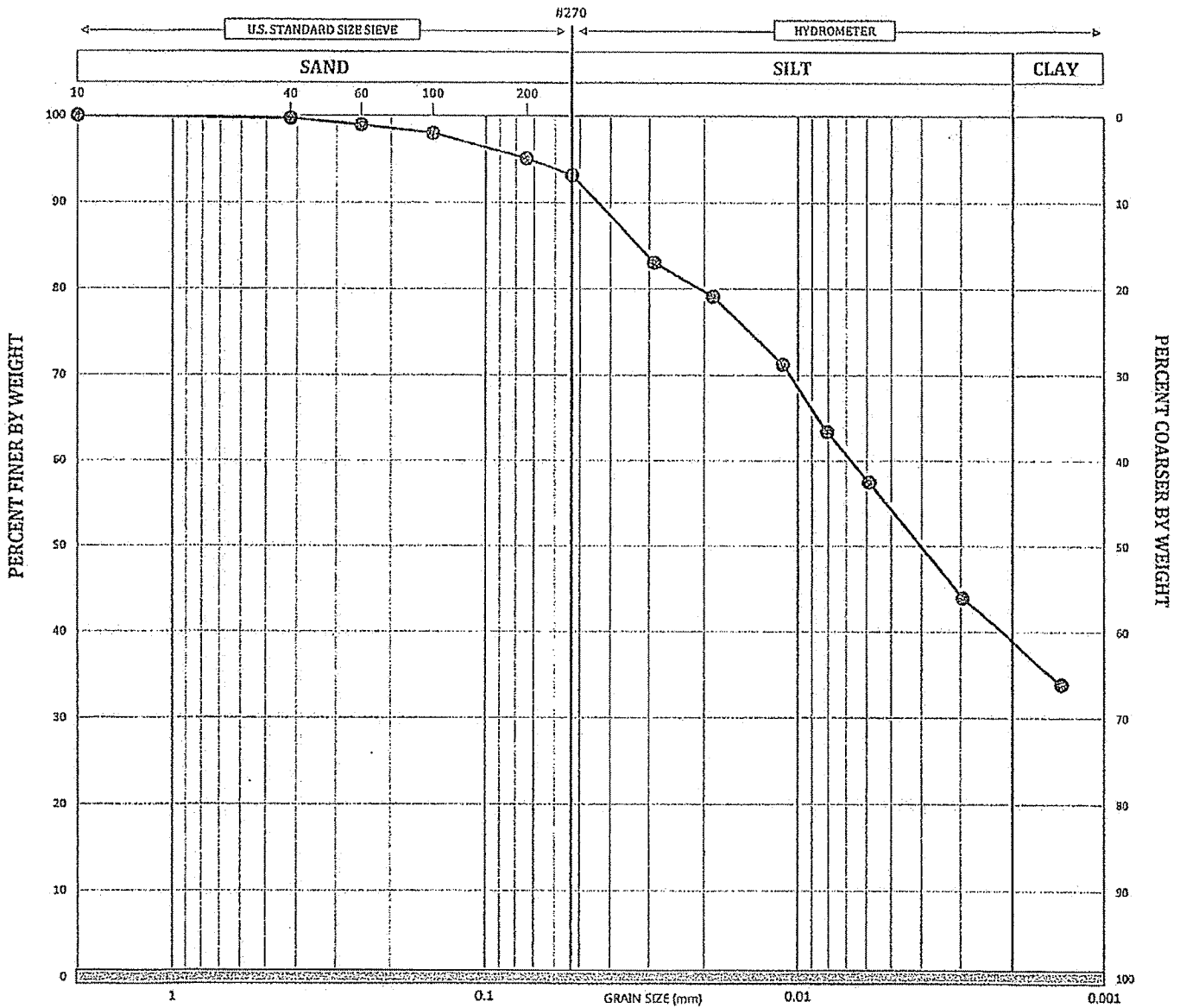
Topsoil for Perrine Dupont Settlement

Project Number
 095912000

BORING	SAMPLE	DEPTH
West Slope	S-9 + S-10	Composite

USDA RESULTS

Test Method
 AASHTO T-88



% SAND	% SILT	% CLAY	USDA CLASSIFICATION
6.9	54.6	38.5	Silty clay loam

MC	USCS	AASHTO	LL	PL	PI	% FINES	SOIL DESCRIPTION
-	-	-	-	-	-	-	Trace decomposed rock

EXHIBIT 2

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
EDGAR C. GENTLE, CLAIMS ADMINISTRATOR
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE
55 B Street
P. O. BOX 257
Spelter, West Virginia 26438
(304) 622-7443
(800) 345-0837
www.perrinedupont.com
perrinedupont@gtandslaw.com

MEMORANDUM

VIA E-MAIL
CONFIDENTIAL

TO: Mr. George Hilton
Mr. Dennis Raver
Mr. Eddie Waskiewicz
Mr. Richard Heath
Ms. Charlene Knoble
Ms. Brittany Parks
Mr. Stanley Keifer

FROM: Edgar C. Gentle, III, Esq.

DATE: August 5, 2013

RE: The Perrine DuPont Settlement- Matters Discussed on our Periodic July 29, 2013 Status Call; Our File No. 4609-1 {DD-34} and 4609-1{DD-53}

Dear All:

Below, please find a summary of what I understand we discussed on the above call.

I. Old Business

A. 2012 Soil Amendment Program and 2013 Soil Remediation Program.

Of the 93 or 94 properties eligible for the 2012 Soil Amendment Program, 73 have signed up. According to Brittany, the first round of the program for the 73 properties who have signed up was due to be completed July 30, 2013. During the interim between the first treatment of the signed-up properties and the second treatment in the Fall, we will try to win over the remaining 20 or so properties to participate in the program.

As previously discussed, the Settlement has agreed for NCM to go forward and remediate new 2013 soils once the first treatment for this program for the sign-up properties have been completed and the remaining 2012 unfinished properties have been completed.

The meeting then turned its attention to the incomplete properties for the 2012 Soil Remediation Program.

Settlement's
Director's
Soil Amendment
ARE COMPLETE
1st Round

NCM predicted that this milestone will be completed sometime next week, hopefully in time for the next weekly call.

Ed then went over the terms of the first batch of new soil properties to be remediated in 2013. The initial batch will have 35 properties. There will be an initial 10 properties given to NCM. The Settlement and NCM will work together on identifying these initial 10 properties.

Then, NCM will get additional properties on a one-to-one basis, as it completes a soil property.

B. Repair of Alley Next to Paul Knotts Property and Repair of 4th Street.

Ed reported that the Settlement met with Paul Knotts and with Chuck Richards this week. Paul Knotts lobbied the County to be responsive, and Chuck Richards showed up the next day. According to Chuck, the County is preoccupied with other projects until the second half of September, at which time the County will begin this project. The County will first put the larger box at the bottom of the alley for drainage, and the County will then work on 4th Street. For each project, the County will pay for the labor, and the Settlement will pay for the materials. In designing the repair of the ally, the Settlement will first engage an engineer, who will then meet with the Settlement and the impacted Claimants to try to reach a consensus plan. Thereafter, the plan will be let out for bids, possibly using the County subcontractor and a second bidder.

C. House Remediation Issues

There were none to report.

D. Additional House Remediation Inventory.

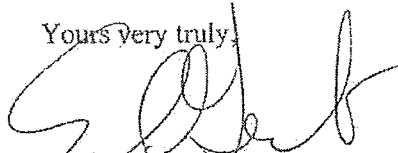
None are required at this time, as NCM is turning its attention to soil remediation.

II. New Business

There was no new business to report.

If I have misstated anything, please let me know.

Yours very truly,


Edgar C. Gentle, III
Settlement Administrator

August 5, 2013
Page 3

cc: (via email)(confidential)
Terry D. Turner, Jr., Esq.
Diandra S. Debrosse, Esq.
Katherine A. Harbison, Esq.
Paige F. Osborn, Esq.
Michael A. Jacks, Esq.
Mr. Billy Sublett
Ms. Jennifer Blankenship
Ms. Christy Mullins
Ms. Stacy Matteo
Mr. Marc Glass
Mr. Duane Truax

EXHIBIT 3

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
EDGAR C. GENTLE, CLAIMS ADMINISTRATOR
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE
55 B Street
P. O. BOX 257
Spelter, West Virginia 26438
(304) 622-7443
(800) 345-0837
www.perrinedupont.com
perrinedupont@etandslaw.com

MEMORANDUM

VIA E-MAIL
CONFIDENTIAL

TO: Mr. George Hilton
Mr. Dennis Rayer
Mr. Eddie Waskiewicz
Mr. Richard Heath
Ms. Charlene Knoble
Ms. Brittany Parks
Mr. Stanley Keifer

FROM: Edgar C. Gentle, III, Esq.

DATE: August 9, 2013

RE: The Perrine DuPont Settlement- Matters Discussed on our Periodic August 7, 2013 Status Call; Our File No. 4609-1 {DD-34} and 4609-1{DD-53}

Dear All:

Below, please find a summary of what I understand we discussed on the above call.

Attending the meeting for NCM were Stan, Charlene, Brittany, George and Dennis. Attending the meeting for the Settlement were Billy, Duane Truax (outside expert), Mike, Christy, Jennifer, Kip, Terry and Ed.

I. Old Business

A. 2012 Soil Amendment Program and 2013 Soil Remediation Program.

Ed reiterated that, before the 2013 Soil Remediation Program may begin, the first round of treatment for all properties that signed up for the 2012 Soil Amendment Program must be completed, and unfinished 2012 Soil Remediation Program projects must be completed. Dennis indicated that the first condition precedent has been met, and the second one should be completed next week. Ed indicated that, before the 2013 Soil Remediation Program can begin, he needs written confirmation from both NCM and from Settlement representatives on the ground in Spelter that these two condition precedents have been met.

*

George and Dennis asked if the Settlement was firm on its requirement that only 10 soil properties be provided to them at any one time, with additional properties being provided on a one-to-one basis, as a given soil property is completed. Ed confirmed this to be the case. Dennis indicated that, since only 16 properties are now open, there is a deficit of properties under this approach. Ed indicated that the Settlement will provide 15 properties without soil from Zone 1B or Zone 2 for NCM to work on to make up the deficit.

B. Repair of Alley Next to Paul Knotts Property and Repair of 4th Street.

Mike is preparing a draft letter for review by NCM and the Settlement updating the impacted Claimants on these two matters, indicating that repairs will begin in the second half of September.

C. House Remediation Issues

We discussed the Claimant that has burned up sod apparently from applying excess fertilizer, which may have been done by the Claimant. The Claimant is Moe Moschella. We agreed to repair the problem and for NCM to keep separate track of its reasonable time and expenses, with the Settlement to pay them.

*

On a related noted, Ed reminded NCM that 10% of the 2012 Soil Amendment Program expenses are to be paid by the Settlement.

D. Additional House Remediation Inventory.

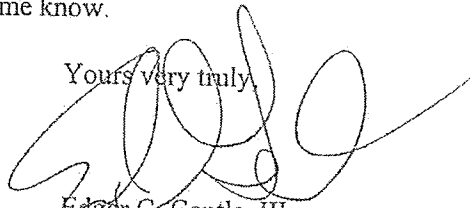
See above.

II. New Business

There was no new business to report.

If I have misstated anything, please let me know.

Yours very truly,



Edgar C. Gentle, III
Settlement Administrator

ECGIII/kah

August 9, 2013

Page 3

cc: (via email)(confidential)
Terry D. Turner, Jr., Esq.
Diandra S. Debrosse, Esq.
Katherine A. Harbison, Esq.
Paige F. Osborn, Esq.
Michael A. Jacks, Esq.
Mr. Billy Sublett
Ms. Jennifer Blankenship
Ms. Christy Mullins
Ms. Stacy Matteo
Mr. Marc Glass
Mr. Duane Truax

EXHIBIT 4



Remediation Complete in Punch List Phase		
1116_63	1102-11,12	9-11_121
1804-64	1804-45+69	11-02_22

Active Remediation		
1102_15	1101-38 ⁽¹⁾	1102-16
1102_20	1102_78	1102_80
1102_23	1102_24	1102_25
1102_26		

(1) Cease work at Claimant's Counsel directive. See disputes above.

Weather Report/Delays for May 2014

5/10/2014 Rain accumulation of 0.26 inches and delays silt fence work

5/12/2014 Rain accumulation of 0.10 inches

5/13/2014 Rain accumulation of 0.39 inches

5/14/2014 Rain accumulation of 0.83 inches

5/27/2014 Rain accumulation of 0.35 inches

5/28/2014 Rain accumulation of 0.62 inches

5/29/2014 Rain accumulation of 0.05 inches



Remediation Complete in Punch List Phase		
1102_15	1102-16	1102_25
1102_24	1102_78	11-02_22
1102_26		

Active Remediation		
11-01_132	1101-38 ⁽¹⁾	11-02_27
1102_20	11-02_28	11-02_29
11-02_83	11-02_84	11-02_85
11-02_86	11-02_81	11-02_82
11-02_31	11-02_32	11-02_33
11-02_34		

(1) Cease work at Claimant's Counsel directive. See disputes above.

Weather Report/Delays for June 2014

6/3/2014- Rain accumulation of .23 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, and 11-02_26)

6/4/2014- Rain accumulation of .96 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, and 11-02_26)

6/8/2014- Rain accumulation of .33 inches

6/9/2014- Rain accumulation of .07 inches

6/10/2014- Rain accumulation of .38 inches (No yard work)



6/11/2014- Rain accumulation of .58 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, 11-02_26, 11-02_27, 11-02_28, 11-02_81, and 11-02_82)

6/12/2014- Rain accumulation of .18 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, 11-02_26, 11-02_27, 11-02_28, 11-02_81, and 11-02_82)

6/13/2014- Rain accumulation of .40 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, and 11-02_26)

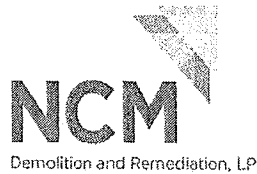
6/14/2014- Soil conditions too wet to do any yard work.

6/19/2014- Rain accumulation of .35 inches (Delayed 11-02_24, 11-02_25, 11-02_26, 11-02_27, and 11-02_28)

6/20/2014- Rain accumulation of .36 inches (Delayed 11-02_23, 11-02_24, 11-02_25, 11-02_26, 11-02_27, and 11-02_28)

6/21/2014- Rain accumulation of .21 inches

6/25/2014- Rain accumulation of .05 inches



Remediation Complete in Punch List Phase		
1102_15	1102-16	1102_25
1102_24	1102_78	11-02_22
1102_26		

Active Remediation		
11-01_132	1101-38 ⁽¹⁾	11-02_27
1102_20	11-02_28	11-02_29
11-02_83	11-02_84	11-02_85
11-02_86	11-02_81	11-02_82
11-02_31	11-02_32	11-02_33
11-02_34		

(1) Cease work at Claimant's Counsel directive. See disputes above.

Weather Report/Delays for June 2014

6/3/2014- Rain accumulation of .23 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, and 11-02_26)

6/4/2014- Rain accumulation of .96 inches (Delayed 11-02_22, 11-2_23, 11-02_24, 11-02_25, and 11-02_26)

6/8/2014- Rain accumulation of .33 inches

6/9/2014- Rain accumulation of .07 inches

6/10/2014- Rain accumulation of .38 inches (No yard work)



6/11/2014- Rain accumulation of .58 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, 11-02_26, 11-02_27, 11-02_28, 11-02_81, and 11-02_82)

6/12/2014- Rain accumulation of .18 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, 11-02_26, 11-02_27, 11-02_28, 11-02_81, and 11-02_82)

6/13/2014- Rain accumulation of .40 inches (Delayed 11-02_22, 11-02_23, 11-02_24, 11-02_25, and 11-02_26)

6/14/2014- Soil conditions too wet to do any yard work.

6/19/2014- Rain accumulation of .35 inches (Delayed 11-02_24, 11-02_25, 11-02_26, 11-02_27, and 11-02_28)

6/20/2014- Rain accumulation of .36 inches (Delayed 11-02_23, 11-02_24, 11-02_25, 11-02_26, 11-02_27, and 11-02_28)

6/21/2014- Rain accumulation of .21 inches

6/25/2014- Rain accumulation of .05 inches



1102_15	1102-16	1102_25
1102_24	1102_78	11-02_22
1102_26	11-01_132	11-02_27
11-02_28	11-02_83	11-02_84
11-02_81	11-02_32	11-02_82
11-02_33	11-02_85	
11-02_86	11-02_31	11-02_34

Active Remediation		
11-02_35	1101-38 ⁽¹⁾	11-02_36
1102_20	11-02_37	11-02_38
11-02_39	11-02_40	11-02_41
11-02_42	11-02_44	11-02_45
11-02_46	11-02_88	11-02_91
11-02_92	11-02_93	11-02_94
11-02_97	11-02_98	247_29.6

(1) Cease work at Claimant's Counsel directive. See disputes above.

Weather Report/Delays for July 2014

7/7/2014- Rain accumulation of .06 inches; didn't delay work

7/8/2014- Rain accumulation of .87 inches; Most of the work was completed before rain began

7/9/2014- Rain accumulation of .51 inches; affected properties were 11-02_33+34, 11-02_31+32

7/13/2014- Rain accumulation of .44 inches affected yard work on 7/14/2014 at 11-02_31+32, 11-02_33+34, 11-02_35+36+37, 11-02_88, 11-02_27+28.

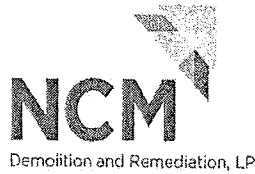
7/15/2014- Rain accumulation affected the following properties 11-02_31+32, 11-02_33+34, 11-02-35+36+37, 11-02_88

7/18/2014- Rain accumulation of .22 inches and didn't affect properties.

7/23/2014- Rain accumulation of .08 inches and didn't affect work.
7/28/2014- Rain accumulation of .04 inches and didn't affect work.

Demolition and Remediation, LP





1102_15	1102-16	1102_25
1102_24	11-02_20	11-02_22
1102_26	11-01_132	11-02_27
11-02_28	11-02_83	11-02_84
11-02_81	11-02_32	11-02_82
11-02_33	11-02_85	11-02_97
11-02_86	11-02_31	11-02_34
11-02_98	11-02_35	11-02_36
11-02_37	11-02_38	11-02_39
11-02_40	11-02_42	11-02_88
11-02_91	11-02_92	11-02_96
11-02_99		

Active Remediation		
11-02_104	1101-38 ⁽¹⁾	11-02_105
11-02_106	11-02_107	11-02_108
11-02_109	11-02_51	11-02_54
11-02_55	11-16_18	11-16_19
11-16_20	11-16_21	11-16_22
11-16_23	11-16_55	11-02_94
11-16_56	11-16_57	247_29.6
11-16_58		

(1) Cease work at Claimant's Counsel directive. See disputes above.

Weather Report/Delays for August 2014

8/11/2014- Rain accumulation of 1.94 inches; Properties affected were 11-02_51, 11-16_25+26, 11-16_27+28, 11-16_29, 11-02_99.

8/12/2014- Rain accumulation of 1.01 inches; Properties affected were 11-02_51, 11-02_99, 11-16_25+26, 11-16_27+28, 11-16_29.



8/13/2014- Rain accumulation of 0.04 inches

8/20/2014- Rain accumulation of 0.12 inches

8/21/2014- Rain accumulation of 0.06 inches; Properties affected were: 11-02_51, 11-02_104+105+106+107+108+109, 11-16_25+26, 11-16_27+28, 11-16_29, 11-16_18, 11-16_19

8/22/2014- Rain accumulation of 0.38 inches; Affected properties were: 11-02_51, 11-02_54+55, 11-02_94, 11-16_20+21+22+23,

8/23/2014- Rain accumulation of 0.07 inches; Properties affected were: 11-02_51, 11-02_54+55, 11-02_104+105+106+107+108+109

8/27/2014- Rain accumulation of 0.13 inches.



Remediation Complete in Punch List Phase		
1102_15	1102-16	11-01_132
11-02_22	11-02_35	11-02_36
11-02_37	11-02_38	11-02_39
11-02_40	11-02_42	11-02_51
11-02_94	11-02_99	11-02_104
11-02_105	11-02_106	11-02_107
11-02_108	11-02_109	

Active Remediation		
247_28	247_29.6	11-01_12
11-02_2	11-02_4	11-02_6
11-02_8	11-02_54	11-02_55
11-16_23.1	11-16_24	11-16_55
11-16_56	11-16_57	11-16_58
11-16_63	11-16_65	1101-38 ⁽¹⁾

(1) Cease work at Claimant's Counsel directive. See disputes above.

Weather Report/Delays for September 2014

9/2/2014- Rain accumulation of 0.70 inches; Properties affected were: 11-02-51, 11-02_101+102+103, 11-16_18, 11-16_19, 11-16_20+21+22+23

9/3/2014- No rain but too wet to work on soil. Properties affected were: 11-16_20+21+22+23, 11-16_19, 11-16_18, 247_29.6, 11-02_51, 11-02_54+55, 11-02_101+102+103, 11-02_104+105+106+107+108+109



9/11/2014- Rain accumulation of 0.10 inches; Properties affected were: 11-02_51, 11-02_101+102+103, 11-02_104+105+106+107+108+109, 247_29.6

9/12/2014- Rain accumulation of 0.01 inches; Properties affected were: 247_29.6, 11-02_101+102+103, 11-02_104+105+106+107+108+109

9/13/2014- Rain accumulation of 0.29 inches; Properties affected were: 11-02_101+102+103, 11-02_104+105+106+107+108+109, 247_29.6

9/16/2014- Rain accumulation of 0.03 inches

9/22/2014- Rain accumulation of 0.07 inches; No properties affected



11-02_104	11-02_105	11-02_106
11-02_107	11-02_108	11-02_109
11-01_12	11-02_2	11-02_4
11-02_6	11-02_8	11-02_54
11-02_55	11-16_53U	11-16-54A
11-02_101	11-02_102	11-02_103
11-16_25	11-16_26	11-16_27
11-16_28	11-16_29	

Remediation Complete in Punch List Phase		
247_28	11-16_23.1	11-16_24
11-16_55	11-16_56	11-16_57
11-16_58	11-16_65	11-02_94
11-02_99	11-02_51	11-16_17.6001

Active Remediation		
11-16_63	247_29.6	1101-38 ⁽¹⁾
11-16_51	23-05_3	23-05_5
23-05_6	23-05_7	11-16_38
11-16_39		

(1) Cease work at Claimant's Counsel directive. See disputes above.



Weather Report/Delays for October 2014

10/1/2014- Soil was wet from previous day's rain. Properties affected were: 11-16_63, 11-16_65, 11-02_2+4+6+8

10/3/2014- Rain accumulation of 0.26 inches. Properties affected were 247_29.6, 11-16_23.5+24, 11-16_65, 11-16_63

10/6/2014- Rain accumulation of 0.75 inches. Properties affected were: 11-16_23.1+24, 11-16_63, 11-16_65, 247_29.6, 11-16_54A, 11-16_53U, 11-16_51, 11-02_54+55, 11-02_94, 11-02_2+4+6+8

10/7/2014- Rain accumulation of 0.57 inches. Properties affected were. 11-02_94, 247_29.6, 11-16_23.1+24, 11-16_51, 11-16_53U, 11-16_54A, 11-16_63, 11-16_65

10/9/2014- Rain accumulation of 0.15 inches. Properties affected were: 11-02_94, 11-16_65, 11-16_63, 11-16_23.1+24

10/10/2014- Rain accumulation of 0.84 inches. Properties affected were: 11-16_53U, 11-16_54A, 11-16_51, 11-16_63, 11-16_65, 11-16_23.1+24, 247_29.6, 11-02_94

10/13/2014- Rain accumulation of 0.01 inches. Properties affected were: 11-16_51, 11-16_23.1+24, 11-16_63, 11-16_65, 11-02_94.

10/15/2014- Rain accumulation of 0.98 inches. Properties affected were: 11-16_51, 247_29.6, 11-16_23.1+24, 11-16_63, 11-16_65, 11-02_94



10/16/2014- Rain accumulation of 0.19 inches. Properties affected were: 247_29.6, 11-16_23.1+24, 11-16_63, 11-16_65, 11-16_51, 11-02_94.

10/17/2014- Rain accumulation of 0.02 inches. Properties affected were: 247_29.6, 11-16_23.1+24, 11-02_94

10/21/2014- Rain accumulation of 0.21 inches. Properties affected were: 247_29.6, 11-02_94, 11-16_51

10/22/2014- Rain accumulation of 0.08 inches. Properties affected were: 11-16_51, 247_29.6, 11-16_63, 11-02_94

10/28/2014- Rain accumulation of 0.28 inches.

10/29/2014- Rain accumulation of 0.05 inches. Properties affected were 11-16_51, 11-16_63, 247_29.6, 11-02_94.

10/31/2014- Rain accumulation of 0.05 inches. Properties affected were: 11-16_51, 11-16_63, 23-05_3+5+6+7, 11-16_38+39



11-02_107	11-02_108	11-02_109
11-01_12	11-02_2	11-02_4
11-02_6	11-02_8	11-02_54
11-02_55	11-16_53U	11-16-54A
11-02_101	11-02_102	11-02_103
11-16_25	11-16_26	11-16_27
11-16_28	11-16_29	11-16_65
11-02_94	11-16_17.6001	11-02_99
11-16_63	11-16_39	

Remediation Complete in Punch List Phase		
247_28	11-16_23.1	11-16_24
11-16_55	11-16_56	11-16_57
11-16_58	11-02_51	

Active Remediation		
23-05_6	247_29.6	1101-38 ⁽¹⁾
23-05_3	23-05_7	23-05_5
11-16_38		



(1) Cease work at Claimant's Counsel directive. See disputes above.

Weather Report/Delays for November 2014

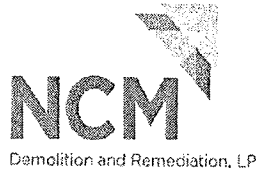
11/5/2014- Rain accumulation of 0.04 inches

11/6/2014- Rain accumulation of 0.24 inches; Properties affected were: 11-16_51, 23-05_3+5+6+7

11/7/2014- Rain accumulation of 0.42 inches; Properties affected were: 11-16_51, 23-05_3+5+6+7, 247_29.6

11/17/2014- Rain accumulation of 0.47; Properties affected were: 11-16_51, 247_29.6, 23-05_3+5+6+7

11/18/2014- Light snow; Properties affected were 247_29.6, 11-01_114



11-02_94	11-16_17.6001	11-02_99
11-16_63	11-16_39	11-16_38
229_37A	10-02_2.3	247_24.3
17-01_292+293	11_26+27	
Remediation Complete in Punch List Phase		
247_28	11-16_23.1	11-16_24
11-16_55	11-16_56	11-16_57
11-16_58	11-02_51	23-05_3
23-05_5	23-05_6	18-03_52
17-01_117+118	11-09_209.3	

Active Remediation		
11-16_48	247_29.6	1101-38 ⁽¹⁾
11-16_49	23-05_7	11-16_50

(1) Cease work at Claimant's Counsel directive. See disputes above.

Weather Report/Delays for December 2014

12/01/2014- Rain accumulation of 0.68 inches;
properties affected were: 247_29.6, 23-05_3+5+6+7,
11-16_51

12/02/2014- Rain accumulation of 0.11 inches;
properties affected were: 247_29.6, 23-05_3+5+6+7,
11-16_51



12/03/2014- Rain accumulation of 0.06 inches;
properties affected were: 247_29.6,23-05_3+5+6+7,
11-16_51

12/05/2014- Rain accumulation of 0.08 inches;
properties affected were: 247_29.6,23-05_3+5+6+7,
11-16_51

12/16/2014- Rain accumulation of 0.40 inches;
properties affected were: 247_29.6,23-05_3+5+6+7,
11-16_51

EXHIBIT 5

Ed-

If convenient, we may want to have a call to discuss this Monday, but I will attempt to respond and clarify my prior email.

I just met with Stan. NCM has approval from the settlement to contact the claimants and schedule house remediation for a total of approximately 32 houses as of today. Below is a breakdown of the 32 houses:

14 houses in Zone 1 (to be completed in conjunction with Soil Remediation)

3 houses in Zone 3 released to NCM prior to April 22, 2014

15 houses in Zone 3 that were released to NCM on April 22, 2014 (there is a lead time of at least 2-3 weeks from the date in which NCM receives approval to contact claimants)

ZONE 1 HOUSE ISSUE:

Per our meeting and agreement, NCM cannot start house remediation on any zone 1 houses until we start the soil on the same property. As a result, NCM cannot perform any house work in zone 1 until at least May 19, 2014 and likely beyond (based on the location of houses and the schedule of soil work). For example, one of the 14 houses may be towards the end of the soil schedule. As a result of the agreement to complete the soil work concurrent with the house work, the house will need to wait until later in the schedule. This restricts the commencement of these houses, reducing the houses we have available to clean.

ZONE 3 HOUSES:

The 3 houses in Zone 3 released to NCM prior to April 22, 2014 are all scheduled to start next week.

The 15 houses in Zone 3 that were released to NCM on April 22, 2014 need a minimum of a 2-3 week lead time to start.

After we complete the 3 houses next week, we have no more houses to clean until the 15 houses released this week start, again at least a 2-3 week lead time.

Our issue is lack of house inventory and working 6 days a week does not resolve the fact that we do not have enough inventory.

Please also understand that the approximate 32 houses listed above will likely be adjusted down because there have been increasingly more "opt-out" claimant's. This reduces the houses we have to clean.

NCM is dedicated to work in any way it can to work as many houses as it can but the bottleneck of inventory given to NCM continues to be an issue.

We are open to collaborating for a resolution, please let us know if you would like to have a call Monday or if you have any suggestions.

George W. Hilton III, MBA, CIE

Vice President | Mid-Atlantic Region
NCM Demolition and Remediation, LP



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From: ed gentle (mailto:sgcrwag@aol.com)

Sent: Friday, April 25, 2014 11:14 AM

To: George Hilton; Eddie Waskiewicz; Stan Keifer

Cc: Billy Sublett; Mike Jacks; Kip Harbison; Paul Emerson; Teri Thomas

Subject: Re: Dear George and Eddie,

This is not satisfactory production remains poor Ed

Teri print

Sent from my BlackBerry 10 smartphone.

From: George Hilton

Sent: Friday, April 25, 2014 10:11 AM

To: Ed Gentle; Eddie Waskiewicz; Stan Keifer

Cc: Billy Sublett; Mike Jacks; Kip Harbison; Paul Emerson; Teri Thomas

Subject: RE: Dear George and Eddie,

Ed-

Thank you for the note.

NCM's intent is to work 6 days a week once the soil work commences which is currently scheduled for May 19, 2014.

NCM is currently working on house remediation only. As it stands today, NCM anticipates completing the house remediation in zone 1 (approximately 30 houses) well before the soil remediation is complete. NCM received an additional 15 house remediation properties in zone 3 on April 22, 2014, we are currently going through the interview process and scheduling this work to start in approximately 2 weeks. NCM does not have enough house inventory to warrant working 6 days a week at this point, due to limited house inventory. Doing so would only compound the house inventory issue (not enough house inventory since zone 3 house remediation is off the table temporarily per our meeting). As discussed in the meeting, if NCM does not have enough house remediation inventory then we will have to stop the house remediation work and the associated crews will be either re-assigned or laid off until more house inventory is provided.

I am sorry if this was miscommunicated in our meeting, but this is our plan.

Please let me know if you would like to discuss this any further.

George W. Hilton III, MBA, CIE
Vice President | Mid-Atlantic Region
NCM Demolition and Remediation, LP

(formerly MARCOR Environmental)

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-----Original Message-----

From: Ed Gentle (mailto:sgcrwag@aol.com)

Sent: Friday, April 25, 2014 10:39 AM

To: George Hilton; Eddie Waskiewicz; Stan Keifer

Cc: Billy Sublett; Mike Jacks; Kip Harbison; Paul Emerson; Teri Thomas

Subject: Dear George and Eddie,

Dear George and Eddie,

One of NCM's commitments at our April 17 meeting was to work six full days a week. Last Saturday, NCM did not work. Pls advise about tomorrow. We urgently need NCM to increase its productivity, and six full days a week is a commitment the Settlement plans to hold you to.

Thanks for your immediate attention to this matter.

Ed Gentle

Teri print

Sent from my iPad

EXHIBIT 6

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
EDGAR C. GENTLE, CLAIMS ADMINISTRATOR
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE

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MEMORANDUM

VIA E-MAIL
CONFIDENTIAL

TO: Mr. George Hilton
Mr. Tim Miller
Mr. Eddie Waskiewicz
Ms. Brittany Parks
Mr. Stanley Keifer
Ms. Judy Keifer
Ms. Abby Kincaid
Ms. Kelly Moore

FROM: Edgar C. Gentle, III, Esq.

DATE: April 23, 2014

RE: The Perrine DuPont Settlement- Matters Discussed on our Periodic April 21,
2014 Status Call; Our File No. 4609-1 {DD-34}

Dear All:

Below, please find a summary of what I understand we discussed on the above call.

Attending the meeting for NCM were Eddie, Stan, Judy, Brittany and Amy. Attending the meeting for the Settlement were Billy, Mike, Paul, Christy, Stacy, Kip, Terry, Paige, Diandra and Ed.

I. New Business

An item of new business was Billy's bringing up all of the known remaining claimant issues respecting prior remediations. They are summarized in the attached table, which also includes issues we were already working on on our weekly calls.

April 23, 2014

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As you can see, we are ordering 9 additional Doug Forni reports, to get these matters resolved.

We will not be breaking ground with soil remediation until these prior problems are resolved. Therefore, time is of the essence.

II. Old Business

A. The Vanscoy Property.

Ed confirmed that he met with the Vanscoy's lawyer on April 17, to review the two settlement alternatives, which are to have our outside remediation expert and their remediation expert pick a third expert, who would examine the property, to determine who is at fault and how to fix it. Another alternative would be to purchase their house, for a fair market value, taking into account recent additions they have made to the house, and based upon an appraiser, perhaps, picked in the same manner as the expert described above.

B. Ethel Glaspell's Dying Trees.

Before the dying trees are resolved, Ethel Glaspell wants her sewer line fixed, which NCM already agreed to do previously. NCM will do this immediately. In the meantime, we will give Ms. Glaspell a 14 day letter to appeal.

C. Joe Bradshaw Property.

This matter is now resolved except for NCM doing quality assurance and quality controls, which should be done this week.

D. Termination of Remediation of Zone 3 Houses until Zones 1A, 1B and 2 are Complete.

On April 17, we had a meeting in Bridgeport to discuss this matter, and the 2014 remediation season.

It was agreed that Zone 1A will be completed before we give any additional Zone 3 properties to NCM (except for 15 we gave right after the call), because the Settlement requires that Zone 3 only be completed after Zones 1A, 1B, and 2 are completed.

There may be a handful of Zone 1B and 2 properties left, which we will give to NCM at this time. We are in the process of closing up these two zones.

At the meeting, we agreed to provide NCM with all remaining Zone 1A properties to queue up for clean up, being 120 soils and 30 houses. In exchange for this agreement, NCM agreed,

April 23, 2014
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effective April 17, to reimburse the Settlement for excessive per diem and hotel visits, while the Settlement will give NCM a credit for per diem and hotel visits that are below the number of days agreed in the contract.

An outstanding issue resulting from the April 17 meeting is the degree of remediation of soil by NCM under tree drip lines. We will get NCM a written answer to this inquiry by the end of the week.

E. 2012 Soil Amendment Program.

Mike and George agreed on how to reconcile the final bill from NCM, and it is in the process of being paid.

F. Repair of 4th Street and Zone 1A Road Improvement Program.

The Court has issued an Order approving the program.

G. Claimant Specific Remediation Issues.

Concerning Marissa Lane, NCM has paid the claimant approximately \$500 in cash for the jewelry that is missing, and NCM will provide us with a copy of the claimant receipt.

Concerning Ms. Donna McHenry, the time to appeal has expired, so this matter is closed.

Concerning Mr. Joseph Spadafore, NCM has paid him \$50 in exchange for his waiver of the right to insulation, and NCM will provide us with a copy of the receipt.

Respecting James Winkler, he is okay with the down spout repairs, but he has some issues with the soil. Doug Forni is in the process of preparing a report on this matter.

Mike Rogers has reported that there are some tree issues. Eddie will try to address them the next time he is in town.

Stan reported that the Sawyer Blake house, property 1802-266, has some naked wiring in the attic, which may cause a fire. NCM has had an electrician look at it, who will provide a written recommendation.

The attached table summarizes the status of Claimant specific issues at this time.

H. Additional Soil and House Remediation Inventory.

The Settlement did not provide NCM with the 15 more properties in Zone 3 that was discussed on the last call. These properties were therefore provided on April 22. This will provide

SETTLEMENT
WAITED A
WEEK
TO PROVIDE INVENTORY

April 23, 2014
Page 4

adequate inventory to the middle of May, when the soil remediation in Zone 1A will begin for the season.

If I have misstated anything, please let me know.

Yours very truly,



Edgar C. Gentle, III
Settlement Administrator

ECGIII/pfd
Attachment

cc: (via email)(confidential)(w/attachment)
Terry D. Turner, Jr., Esq.
Diandra S. Debrosse-Zimmermann, Esq.
Katherine A. Harbison, Esq.
Paige F. Draper, Esq.
Michael A. Jacks, Esq.
Jennifer Blankenship, Esq.
Mr. Billy Sublett
Mr. Paul Emerson
Ms. Christy Mullins
Ms. Stacy Matteo

Claimant Last Name	Claimant First Name	Property Number	Date of Letters	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
Abbott	Ramona	1101-77		On 4/21/2014, Billy reported that Mrs. Abbott had water intrusion issues when we completed the remediation process. NCM made an effort to stop the water intrusion, but failed to return to verify that their solution actually worked. She now asserts that NCM never fully controlled her leaks and wants satisfaction. NCM says that they are done with that property and do not have plans to return to Mrs. Abbott's home. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.		No
Blake	Sawyer	1802-266		On the April 21 call, Stan reported that the Sawyer Blake house, property 1802-266, has some naked wiring in the attic, which may cause a fire. NCM has had an electrician look at it, who will provide a written recommendation.		No
Bradshaw	Joe	11-01_61(1A)	4/11/2014	NCM began remediation of the property before Marc Glass confirmed that the mold has been removed. The Settlement therefore wrote NCM a letter giving it the choice of not being paid for the remediation or paying for cleaning up the mold. Marc Glass visited the property on January 9, 2014 to determine if the mold has been removed or, if not, how it may be removed. Marc Glass has now released his report, recommending that further mold remediation is required. Joe, Marc, NCM and the Settlement met on February 19th, and agreed how to proceed, which is reflected in a letter from Ed. NCM has now remediated the property of mold, and Marc has tested to see if it passes, and the results proved negative a second time. Marc, Ed and Stan met in an attempt to resolve the matter. It was agreed that Marc would direct the mold remediation in Joe Bradshaw's house, and then would sample. This happened on March 25, and the property passed. This matter is therefore resolved, and we sent a letter to Mr. Bradshaw on April 11, confirming same. On April 11, we sent the claimant a letter enclosing Marc's report, considering this matter closed.	N/A	Yes
Burr	Wanda		12/24/2013	Letter to Claimant informing her that we cannot clean her house with clutter and that portions of her house are structurally unstable. She has six months to repair the structural issues and let us know if she wants the house remediated. The house will only be cleaned once.	Claimant must structurally repair house and remove clutter by June 24, 2014	No
Carpenter	Doris	1101-98.1		On April 21, 2014, Billy reported that Mrs. Carpenter's yard is striped with light and dark green lines. The color difference is apparently caused by the non-homogenous distribution of fertilizer and weed killers. She is insisting that the yard appearance issue be resolved. The Settlement will be obtaining an expert opinion on how to correct the problem.		No
Fisher	Jennings	1102-74		On April 21, 2014, Billy reported that Mr. Fisher was having an addition placed on the back of his home last year. He now wants us to return to his back yard and make it look 'right'. It is a small back yard, but Billy is not sure if we have any remaining obligation here. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.		No

Claimant Last Name	Claimant First Name	Property Number	Date of Letters	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
Glaspell	Ethel	1101-51	10/18/13 and 2/4/2014 and 3/18/14, 4/11/2014	Property was inspected by Doug Forni and Roto-Rooter. NCM reports that Roto-Rooter indicated the crushed pipe begins 3 feet from the house and extends 50 or 60 feet. NCM has agreed to repair. The Settlement delivered a letter to Ms. Glaspell indicating that the repairs will begin in Spring, once sod growth has begun in April. Ms. Glaspell has now decided to replace the trees under the terms we offered in October. We have decided to remove the trees using adjacent property owned by the Fire Station and Mike Rogers, if possible, to reduce the damage to her sod. Mike has agreed. We have provided her a letter asking her to confirm that she wants to have the old trees removed and replaced, and she has now agreed in writing. The arborist who originally examined the trees has provided a quote of \$4,500, and we are getting Ms. Glaspell's written approval so to go forward and vetting the payment with the Finance Committee. On 4/21/2014, Billy reported that There are 11 trees growing along her North property boundary that are dying. We are still working out the details concerning responsibility and method of cure. In addition, her sewer line was damaged. Mrs Glaspell asserts that the dirt moving equipment caused the damage, and she has repeatedly noted that the sewage line backs up into the basement either in raw sewage or simply odor. NCM has agreed to address this issue once the weather is warm and dry enough. On April 11, we sent claimant a letter requesting approval of proposed tree removal by April 16. As of April 21, 2014, Ms. Glaspell has not signed the letter approving the proposed tree removal. If Ms. Glaspell does not sign the letter, we will assume she does not want to go forward and will send her a letter giving her the right to appeal.	4/16/2014	No
Goble	Cheryl	1102-71	2/11/2014	Claimant called and complained of pipe leaking into her basement. Doug Forni inspected the property on January 10, 2014, and provided a report. Mr. Forni's report indicated that he could not come to many conclusions due to lack of information. Sent letter to Claimant regarding NCM's inspection of underground pipes with a snake camera, once water does not freeze. NCM has done the snake camera inspection, and it will be provided to Doug Forni for an update report. On 4/21/2014, Billy reported that Ms. Goble asserts that damage to the storm drain by NCM's equipment is causing water to enter her basement. We were unable to verify the cause this past winter. She awaits our solution to her issue. On April 23, 2014, we will send a follow up letter to Doug Forni, if NCM does not have any edits by the close of business on April 22, 2014.	None	No
Heil	Trudy		2/17/2014	Ms. Heil's remediation was not started as she has two cats that she could not capture to remove from the house for remediation. Correspondence was sent to Ms. Heil indicated that she could contact us once the cats were not longer in the house, and we would begin remediation at that time. Not having heard from Ms. Heil in response to our letter after a week, we will draft a follow-up letter for vetting with NCM with a cover memo giving her until the end of May to resolve the cat issue. Letter gives claimant until May 31, 2014 to fix cat issue.	5/31/2014	No
Ice	James	248_6(2)	10/15/2013 and 4/21/2014	Claimant has until 4/15/2014 to renovate/repair property so that it is fit for human occupancy or claim will be denied. The time for Mr. Ice to respond passed. On April 21, 2014, we sent the claimant a letter confirming that his property claim is therefore denied.	4/15/2014	Yes

Claimant Last Name	Claimant First Name	Property Number	Date of Letters	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
Koontz	Jeannette	11-01_68(1A)	4/14/2014 and 4/18/2014	We have received a final report from Mr. Doug Forni, the outside engineer consultant, stating that the remediation did not cause the flooding of the garage. Ms. Koontz has elected to appeal her case, and the Hearing is set for April 2 at 1:00 p.m. The hearing was held on April 2 at 1:00 p.m. At the Court's instruction, the Settlement is drafting alternative Orders, one allowing her requested ditch between her uphill neighbor and herself, and one denying it, with both alternative Orders still stating that additional drainage will be provided around her garage when the 4th Street drainage improvement program is implemented in the near future. The proposed Orders were sent to Ms. Koontz on 4/14/2014 and we requested her edits by 4/18/2014. On April 18, we sent a revised draft appeal approval order and requested claimant's edits by close of business on April 22, 2014.	4/22/2014	No
Lane	Marissa		2/27/2014	They claim there is a lost diamond ring of 1/4 carat bought from Kay Jewelers and 4 lost belly button rings. On February 17th, the Claimant family provided the invoice they received when they bought the jewelry. The Claimant has ordered a police report concerning the claimed lost jewelry, prior to the March 13 deadline. We received the completed police report, and NCM is preparing a payment to replace the jewelry. The Claimant reports that there is a kink in the carpet, which NCM has now fixed. On April 17, we sent a follow up letter to NCM requesting copy of payment to claimant. NCM reported that it has paid Ms. Lane. Once we receive a copy of the payment receipt, we will consider this matter closed.	n/a	No
McHenry	Donna		3/26/2014	Ms. McHenry claims that there is insulation in her carpet. She will not accept the keys back to the property until there is new carpet. She lives in a separate house. We will get with Marc Glass, who will help us try to find an expert to determine if there is insulation in the carpet. We will then ask Ms. McHenry to be present when the expert does the review of the carpet so that he or she can prepare a report. It was agreed that Marc Glass, NCM and the Settlement met with Ms. McHenry February 13 to sample the carpet for insulation by vacuuming, with the results of the analysis to be provided at a later date to NCM and the Claimant. We have received a report from Marc Glass indicating that there is no insulation in the carpet, and we sent her a letter with the results giving her the right to appeal by April 9. No appeal notice was received, so the matter is closed.	April 9, 2014	Yes
Medina	Jessie	1101-124		On 4/21/2014, Billy reported that Mr. Medina wants smaller gravel in the alley way behind his garage, extending to 'C' Street. He insists that the large gravel is damaging his car. His downstream neighbor, Dreama McKinney, cites that the smaller gravel will wash down to her sidewalk and impede her wheelchair. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.		No
Medina	Louvilla	1101-132		On 4/21/2014, Billy reported that Mrs. Medina suffered multiple deaths in her immediate family from the time we began remediating her yard until now. We need to know whether to complete her home remediation or call her work complete. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.		No

Claimant Last Name	Claimant First Name	Property Number	Date of Letters	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
Moschella	Carolyn	1101-37		On 4/21/2014, Billy reported that the sidewalk in her back yard is now pooling water when it rains. She believes that this is caused by the grass being replaced at an elevation higher than the sidewalk. My observations lead me to believe that NCM's equipment possibly depressed the sidewalk, and that lowering the yard may not yield the desired results. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.		No
Neely	Joyce	1101-16		On 4/21/2014, Billy reported that Mrs. Neely has issues with the appearance of her back yard. He will provide more details once he has investigated her complaints. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.		No
Perrine	Willis and Lenora	1101-133		On 4/21/2014, Billy reported that Willis Perrine, Jr. called us and asked for a meeting. He was bothered about the DuPont fence extending to its property line issue and wanted some form of explanation. After the fence situation was addressed to his satisfaction, he expressed additional concerns with the carpet installation in the basement bathroom area. We had informed NCM some time ago that the carpet had to be corrected, and we were assured that it would be handled. It was not, and remains an active issue. In addition, we were informed that there were various places in the house (especially the upper staircase) where tack penetration had cut people who walked barefooted in the house. We were asked to correct this issue. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.		No
Pierce	Shane	1102-11, 12		On 4/21/2014, Billy reported that this yard was one of the final ones to receive grass in 2013. Due to the weather in mid-November, the yard remains soft and muddy. Billy believes that NCM should return to this property as quickly as possible to resolve this issue. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.		No
Rogers	Mike	1101-29, 30, 31	12/24/2013	Letter to Claimant confirms that NCM will fill the hole next to the house and NCM will provide a 15 inch wide culvert. Once these 2 improvements are made, there should be no other remaining issues. Mr. Rogers has related to NCM orally that he agrees with the proposal, but he has not signed it. Ed met with Mr. Rogers on January 7th, and obtained his signature. The repairs will be done on about May 1st, when new soil is available. We will draft an update letter to Mr. Rogers approximating the date when this can be done, which now looks like mid May. On 4/21/2014, Billy reported that Mr. Rogers believes that the storm drain improvements down the alley between 'A' and 'B' Streets will cause damage to his drain pipe under the driveway to his garage. He has asked that the 8" drain be replaced with a 15" drain to accommodate the anticipated/increased flow. Lately he has noted that his trees along the same side of his property are damaged and must be replaced. The Settlement is ordering a report from Doug Forni, to try to assess responsibility.	None	No
Spadafore	Joseph		4/7/2014	Mr. Joseph Spadafore did not require the replacement of his insulation, but wants \$50. On April 7, we sent the Claimant a letter indicating that, in exchange for the \$50, the Claimant waives the right to insulation. NCM has paid the \$50, closing out this matter, and will provide the Settlement a copy of the check. Once we received a copy of the payment receipt, this matter will be closed.	4/21/2014	Yes

Claimant Last Name	Claimant First Name	Property Number	Date of Letters	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
White	Steve	11-02_41	2/17/2014	This house is seriously infested with roaches, so that remediation cannot take place yet. The exterminator met with the Settlement and confirmed that he was applying one roach treatment, with any material results not to be seen for 3 or 4 months, therefore this property will be placed on hold for remediation for 3 or 4 months. Ed will draft a letter for the Parties' review to the Claimant on this subject. UPDATE: On 11/26 we sent Stan a draft letter to the owners/renter regarding roach problem. Letter to owners/renter went out on December 3, 2013. The Settlement reports that efforts are being made to remove the roaches. We sent a follow-up letter to the Claimant for vetting with NCM and staff, giving him until May 31, 2014 to resolve this issue or forfeit his remediation.	5/31/2014	No
Winans	Charles		12/24/2013	Letter gives claimant until June 24, 2014 to repair the collapsing roof or remediation will be waived	June 24, 2014	No
Winkler	James	1101-114	2/4/2014 and 2/21/2014 and 3/28/14 and 4/23/2014	Claimant called and complained of pipe leaking into his basement. Doug Forni inspected the property on January 10, 2014, and we received the report. The report indicates that NCM may have contributed to the damage. The Settlement is drafting for review with NCM a letter indicating that NCM will pay for the repairs. We delivered a letter to the Winkler family on February 4 indicating that the repairs will be made in the spring. Doug Forni inspected this house for claimed eroded soil from the remediation, and we are awaiting the inspection results. NCM repaired the down spout to correct the pipe leaking into the basement. The Claimant is now dissatisfied with the repairs, and now believes his air conditioning was damaged by NCM. We met with the Claimant on April 2, at 11:00 a.m. It was agreed that NCM would replace the down spout under the exact instructions of Doug Forni, which was satisfactory to the Winklers. In addition, the Winklers will meet with NCM, the Settlement, and Mr. Forni in the near future, to go over any additional issues they may have. We will then ask Mr. Forni to write a report, and follow its instructions, giving the Winklers the right to appeal if they are still dissatisfied. Paige will draft a letter to the Winklers along these lines. Subsequently, upon further inspection, it appears that Doug Forni's instructions need to be altered. NCM will follow up with the Settlement on what to do during the week of April 14. On April 21, 2014, Billy reported that Two issues are being identified along the South property house/boundary area. First, he asserts that NCM did not match the original surface elevation when his yard was remediated. Second he states that the surface difference is allowing water to enter his elevation. I believe that he either does not fully realize the house foundation situation, or that he does realize the results of his work under the house. Doug Forni visited the property on April 14, and provided a report. We are sending the report, which suggests some additional work by NCM, to the claimant on April 23, 2014, if there are no edits by close of business on April 22, 2014.	None	No

EXHIBIT 7

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
EDGAR C. GENTLE, CLAIMS ADMINISTRATOR
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE
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MEMORANDUM

VIA E-MAIL
CONFIDENTIAL

TO: Mr. George Hilton
Mr. Tim Miller
Mr. Eddie Waskiewicz
Ms. Charlene Knoble
Ms. Brittany Parks
Mr. Stanley Keifer
Ms. Abby Kincaid

FROM: Edgar C. Gentle, III, Esq.

DATE: December 24, 2013

RE: The Perrine DuPont Settlement- Matters Discussed on our Periodic December 23, 2013 Status Call; Our File No. 4609-1 {DD-34} and 4609-1 {DD-53}

Dear All:

Below, please find a summary of what I understand we discussed on the above call.

Attending the meeting for NCM were Tim, Stan, Charlene and Judy Keifer. Attending the meeting for the Settlement were Billy, Mike, Christy, Kip, Terry, Paige, Ed, and Jennifer.

I. Old Business

A. 2012 Soil Amendment Program.



NCM is still preparing its last invoice to the Settlement for the Settlement's payment of the remaining 10% of the Program expenses. Stan will check with George to get this invoice completed.

December 24, 2013

Page 2

B. Repair of 4th Street and 2nd Street.

We have received a proposal from the West Virginia Department of Highways ("DOH") on the repair of 4th Street, including an estimate for the cost of materials which DOH would like the Settlement to pay. We sent the DOH a letter to confirm that they will take responsibility for the work. After this is resolved, we will prepare a report and proposed Order for the Court to approve the Settlement's payment of the materials.

C. Claimant Specific Remediation Issues.

The Fazalre drop ceiling is completed.

Respecting Ms. Koontz, Doug Forni inspected her property again, and is providing us a report shortly, opining the same as before, namely, that the remediation did not cause the flooding of her garage. Paige and Mike will follow-up with Doug Forni to try to get his opinion as soon as possible.

Respecting the house owned by Mr. Morgan and rented by the Kembles, for which the hotel fees were \$1,000 over, so that the final per diem check and the final annoyance and inconvenience check for cleaning the house will not be paid, we are getting resistance on signing off with respect to the completion of the remediation. Billy and Stan have both tried to contact the Claimant without success. Paige and Mike are drafting a follow-up letter to the Claimant.

Respecting the Mike Rogers property, the Settlement and NCM met with Mr. Rogers on December 18, and we have drafted a follow-up letter to him confirming our understanding of the remaining items to be completed on his property. We anticipate delivering the letter December 24.

Respecting the Wanda Burr property, we will be delivering a letter December 24th proposing that she remove the clutter and debris within 60 days for that portion of her home to be cleaned. She has 6 months to repair the remaining part of her house if she wants it to be cleaned.

Concerning the Charles Winans property, we will be delivering a letter December 24th confirming that we will not do the attic because the roof structure is collapsing, unless he repairs the attic within 6 months.

Not discussed on the call was Claimant James Winkler, who telephoned the Claims Office on December 20th with a claim that NCM broke a pipe in his yard that is putting water in his basement. He signed off on his soil and house remediation in August 2012. The Settlement has arranged for Doug Forni to inspect the premises on January 3, 2014 at 11:00 a.m.

December 24, 2013

Page 3

The attached table summarizes the status of Claimant specific issues at this time.

D. Additional Soil and House Remediation Inventory.

Stan reported that NCM is currently 4 properties short. NCM anticipates completing the Athal Canady properties this week, so it will then be about 9 properties short. Christy and Kip will provide 9 additional properties from Zone 2. Shortly thereafter we will have to begin remediating Zone 3. Ed is preparing a financial report to the Court projecting the remaining monies needed to complete Zone 1 and 2 to demonstrate there are adequate funds to move to Zone 3 at this time.

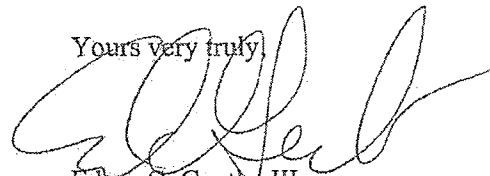
In connection with the remediation of Zone 3, the Settlement and NCM agreed that we will work together to identify communities and houses therein to remediate as a group.

II. New Business

There is no new business.

If I have misstated anything, please let me know.

Yours very truly,



Edgar C. Gentle, III
Settlement Administrator

ECGIII/kah
Attachment

cc: (via email)(confidential)(w/attachment)
Terry D. Turner, Jr., Esq.
Diandra S. Debrosse, Esq.
Katherine A. Harbison, Esq.
Paige F. Osborn, Esq.
Michael A. Jacks, Esq.
Jennifer Blankenship, Esq.
Mr. Billy Sublett
Mr. Paul Emerson
Ms. Christy Mullins
Ms. Stacy Matteo

Claimant Last Name	Claimant First Name	Property Number	Date of Letter	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
Bartlett	Chuck and Joyce	208_117.5+117.7	12/13/2013	The Bartletts have a roof leak over their back porch and believe that the leak was caused by remediation. The letter states that Doug Forni is available to inspect roof on 12/2/2013. The inspection took place, and we have received the report opining that the Clean-up did not cause the leak. The Settlement sent the Bartletts a letter on December 13, 2013, confirming this, and giving the Bartletts a right to appeal within 14 days.	12/27/2013	No
Bradshaw	Joe	11-01_61(1A)	10/7/2013 and 10/24/2013	Letter to Claimant states that Marc Glass will inspect the house for mold. In the meantime, we will remediate soil. On 10-18-2013, we received Marc's report indicating that the house has to be cleaned of mold before it can be remediated. We will be sending Mr. Bradshaw a letter giving him six months to clean the house so that it can be remediated, or he will waive the ability to have his house remediated. Per weekly NCM call on 10/31/13, soil is completed and currently being tested. NCM reports that Mr. Bradshaw is cleaning the mold from his house, so that it should be ready to remediate shortly.	Mold removal by 4/24/2014	No
Burr	Wanda		12/24/13 if no edits from NCM	Letter to Claimant informing her that we cannot clean her house with clutter and that portions of her house are structurally unstable. She has six months to repair the structural issues and let us know if she wants the house remediated. The house will only be cleaned once.	Claimant must structually repair house and remove clutter within 6 months or remediation of house will be waived	No
Dunn/Singleton	William Dunn and Waynetta Singleton	11-01_40 (1A)	11/19/2013	Letter to Claimant transmitted report stating that NCM would contact them to regrade with the oversight of Mr. Forni. Also, a sealant will be used and linoleum replaced. If he still wants to appeal after work is completed, we will arrange a hearing. Stan and Billy will have a copy of the 10/10/2013 letter and go visit Ms. Singleton to see if she is ready to go forward as suggested in the letter. The repair of the yard has been completed. The sealant will now be installed in the basement, and the linoleum will be replaced. Afterwards, we will send the owner and the tenant a letter asking if the owner still wants to appeal. Per NCM's notes on the Web Database (11/08/13), the Carpet Outlet will be replacing the claimant's linoleum on 11/14/13. By approximately November 14, the sealant will be installed in the basement and the linoleum will be replaced in the kitchen, so that this matter will be ripe for the letter to the owner and the tenant asking if they still wish to appeal. All remediation repairs where completed by 11/18/2013. Claimant delivered last chance to appeal letter on 11/19/2013. Claimant appealed and hearing before the Court was December 19.	12/19/2013	No
Fazalre	Gary & Amie	10-08_104		This matter is resolved.	None	Yes
Ica	James	248_6(2)	10/15/2013	Claimant has until 4/15/2014 to renovate/repair property so that it is fit for human occupancy or claim will be denied	4/15/2014	No
Jumbo Balt		247_55.6	12/3/2013	On the evening of November 18, Stan, Billy and Ed planned to meet with Jumbo Balt, and that meeting took place. They met with the owner, Mark Salentro, and agreed on certain specific terms for the property. The owner has not followed-up with the Settlement or NCM yet, so this property is on hold for the time being. Ed has sent a letter concerning the status to the Claimant. The Claimant subsequently called Ed, and arranged to meet with the Settlement and NCM to commence the remediation process on January 2, 2014.	None	No
Koontz	Jeannette	11-01_68(1A)	10/15/2013	Claimant was sent a follow-up detailed letter on 11/15/2013, responding both to the Claimant's general concerns about the clean-up and the Claimant's specific concerns concerning her property. Doug Forni tried to make a second visit on 11/22/2013 between 10:00 a.m. and Noon to determine if Claimant's theory of flooding has merit. Ms. Koontz suggested that he come back later, because her husband, Bo, was not present. The visit was rescheduled for December 6, 2013 at 3:00 p.m., and took place. Mr. Forni's report is expected shortly. The Settlement is following up with Mr. Forni to get his opinion as soon as possible.	Unknown	No
Rogers	Mike		12/24/2013 if no edits	Letter to Claimant confirms that NCM will fill the hole next to the house and NCM will provide a 15 inch wide culvert. Once these 2 improvements are made, there should be no other remaining issues		

Claimant Last Name	Claimant First Name	Property Number	Date of Letter	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
Medina	Angel Babe	11-01_117	12/3/2013	Email from Ed Gentle on 10/23/2013 regarding picture of rocks dug up from NCM installed soil. We are to discuss how to handle. Stan reported that the dirt in Mr. Medina's yard was installed under his visual inspection, and wondered how rocks could be there. Ed will draft a letter to Mr. Medina for review by NCM during the week of November 11., Letter was sent to Mr. Medina setting up a meeting for November 19, and the Settlement and NCM met with the Claimant that date. Ed sent the Claimant a letter on December 3, 2013, concerning the status, and gave the Claimant two alternative ways to resolve the problem: NCM could repair the lawn, or the Settlement could provide the Claimant \$2,000 and he could do so.. The Claimant has asked to meet with Ed concerning the letter, with the meeting to take place on December 10. The meeting took place, and the Claimant did not have any other suggestions on how to resolve the problem. He agreed to price the cost of materials and labor to see if he could repair the lawn himself for \$2,000 or less. We will try to arrange to have a follow-up meeting with Mr. Medina the week of January 6, 2014.	No Reply Date	No
White	Steve	11-02_41	12/3/2013	This house is seriously infested with roaches, so that remediation cannot take place yet. The exterminator met with the Settlement and confirmed that he was applying one roach treatment, with any material results not to be seen for 3 or 4 months, therefore this property will be placed on hold for remediation for 3 or 4 months. Ed will draft a letter for the Parties' review to the Claimant on this subject. UPDATE: On 11/26 we sent Stan a draft letter to the owners/renter regarding roach problem. Letter to owners/renter went out on December 3, 2013.	None	No
Winans	Charles		12/24/2013 if no edits from NCM	Letter gives claimant 6 months to repair the collapsing roof or remediation will be waived	6 months from Dec. 24	No
Winkler	James			Claimant called and complained of pipe leaking into his basement. Settlement is arranging for Doug Forni to inspect the property on January 3, 2013 at 11:00 a.m.	None	No

EXHIBIT 8

PERRINE DUPONT SETTLEMENT CLAIMS OFFICE
EDGAR C. GENTLE, CLAIMS ADMINISTRATOR
C/O SPELTER VOLUNTEER FIRE DEPARTMENT OFFICE
55 B Street
P. O. BOX 257
Spelter, West Virginia 26438
(304) 622-7443
(800) 345-0837
www.perrinedupont.com
perrinedupont@gtandslaw.com

MEMORANDUM

VIA E-MAIL
CONFIDENTIAL

TO: Mr. George Hilton
Mr. Tim Miller
Mr. Eddie Waskiewicz
Ms. Brittany Parks
Mr. Stanley Keifer
Ms. Judy Keifer
Ms. Abby Kincaid
Ms. Kelly Moore

FROM: Edgar C. Gentle, III, Esq.

DATE: February 4, 2014

RE: The Perrine DuPont Settlement- Matters Discussed on our Periodic February
3, 2014 Status Call; Our File No. 4609-1 {DD-34} and 4609-1 {DD-53}

Dear All:

Below, please find a summary of what I understand we discussed on the above call.

Attending the meeting for NCM were Stan and Judy. Attending the meeting for the Settlement were Billy, Mike, Christy, Stacy, Terry, Kip, Paige, Jennifer and Ed.

I. Old Business

A. 2012 Soil Amendment Program. Water Tab and Unknown Account Expenses.

NCM has still not provided the Settlement with the last invoice for the 2012 Soil Amendment Program remaining 10% of the Program expenses. NCM will provide it ASAP.

B. Repair of 4th Street and 2nd Street.

The West Virginia Department of Highways ("DOH") has agreed to take responsibility for the work in the repair of 4th Street. The Settlement has drafted a Report and proposed Order to file with the Court February 7, to begin this project. Notice will be provided and the matter will be set for a hearing, to accord Claimants in Zone 1A due process. We provided a draft report and proposed Order setting this hearing and a proposed Order granting the relief for review by the Parties and NCM.

C. Claimant Specific Remediation Issues.

Ms. Ethel Glaspell has a storm drain that appears clogged, and we had a camera sent through the drain system to determine the cause. We have received the report, and it appears that Ms. Glaspell has a reasonable claim that NCM crushed the sanitary sewer pipe leading from her residence. Today we provided to Ms. Glaspell a letter transmitting the inspection report and stating that NCM will pay to repair the pipe, when sod begins to grow in the spring.

James Winkler claims that NCM broke a pipe in his yard that is putting water in his basement. He signed off on his soil and house remediation in August 2012. Doug Forni inspected the premises on January 10, 2014, and provided a report indicating that the remediation may have contributed to the damage. Today the Settlement provided a follow-up letter to the Claimant transmitting the Report and indicating that NCM will repair the damage in the spring.

The remediation of the Jumbo Bait property has been completed, with the post-remediation testing passing. Jumbo Bait has made an additional demand for its guard, and we will be paying a reduced amount based upon our staff computation, with Terry to obtain the check and Mike to draft a letter of explanation to the Claimant for review by the Settlement and NCM.

The Babe Medina matter has been resolved, with Babe Medina accepting the \$2,000 check as payment in full.

The Fazalre ceiling issue is resolved.

Ms. Cheryl Goble has complained about water backing up in to her basement. Doug Forni looked at her property on January 10, 2014, and provided a report. Mr. Forni's report indicated that he could not come to many conclusions due to lack of information. Stan suggested that a snake be sent through the pipe to try to determine the problem and to see where the pipe ends, with the end of the pipe possibly being on DuPont land, which may be fenced shortly under a letter provided by DuPont to the Claimants last week. We will discuss this matter on the call with DuPont later today, and we will be drafting a follow-up letter to the Claimant indicating that the snake will be used once water does not freeze.

NCM was invited to today's call with DuPont about fencing off the rest of its property around the old plant, so that we can discuss the impact of this activity, including fencing off storm water drains for Claimants having issues similar to Ms. Goble, and so on.

With respect to Mr. Stephen and Ms. Debbie Lipps, last week, we were informed that the contractor who repaired the basement has not been paid by NCM. NCM has made the payment, and has confirmed this to the Lipps orally. We are drafting for review with NCM a letter to the Lipps confirming this.

Respecting Roger Lindsay, today, we provided Mr. Lindsay with a letter agreed to by NCM providing him assurances that issues respecting the dumpster and the Porta Potty have been resolved.

Concerning Bill and Marissa Lane, on Wednesday of last week, NCM and the Settlement met with this family, whose house remediation has been done. They claim there is a lost diamond ring of 1/4 carat bought from Kay Jewelers and 4 lost belly button rings. They are trying to make sure that they are missing and will locate the invoice and provide it to us. If the items do not show up, NCM will consider paying for the loss.

Ms. Donna McHenry, she claims that there is insulation in her carpet. She will not accept the keys back to the property until there is new carpet. She lives in a separate house. We will get with Marc Glass, who will help us try to find an expert to determine if there is insulation in the carpet. We will then ask Ms. McHenry to be present when the expert does the review of the carpet so that he or she can prepare a report.

Our next step will be dependant on the report. If the report is that there is no insulation in the carpet, we will deny the claim. If the report says that there is insulation in the carpet, we will try to detect its source and determine the next step.

Respecting Joe Bradshaw, Marc Glass has informed Mike that his report is almost ready.

Ms. Jeanette Koontz has decided to appeal to the Court, and we will try to set the appeal on the same date as the 4th Street hearing, referenced above.

The attached table summarizes the status of Claimant specific issues at this time.

D. Additional Soil and House Remediation Inventory.

The Settlement has drafted a Report and proposed Order for Court review, to be filed Friday, which is being reviewed by the Parties and NCM. The proposed Order would allow remediation of Zone 3 to begin, with the most contaminated houses in Zone 3 being done first, and with remediation of Zone 3 to halt once soil remediation can begin in the Spring. As we do this interim remediation of Zone 3, we will explain to all the Zone 3 Claimants we interface with that the remediation will be halted once soil remediation can recommence in the Spring, to begun again once Zones 1 and 2 are done.



February 4, 2014
Page 4

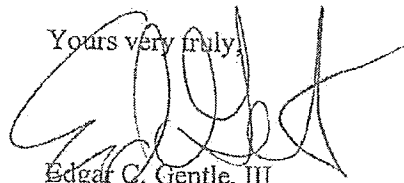
Regarding inventory, Stan indicated that NCM has 30 houses and needs 5 more. Christy indicated that there was adequate remaining inventory in Zone 2, and it will be provided as soon as possible.

II. New Business

None.

If I have misstated anything, please let me know.

Yours very truly,



Edgar C. Gentle, III
Settlement Administrator

ECGIII/kah
Attachment

cc: (via email)(confidential)(w/attachment)
Terry D. Turner, Jr., Esq.
Diandra S. Debrosse, Esq.
Katherine A. Harbison, Esq.
Paige F. Osborn, Esq.
Michael A. Jacks, Esq.
Jennifer Blankenship, Esq.
Mr. Billy Sublett
Mr. Paul Emerson
Ms. Christy Mullins
Ms. Stacy Matteo

Claimant Last Name	Claimant First Name	Property Number	Date of Letter	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
Bradshaw	Joe	11-01_61(1A)	1/3/2014	NCM began remediation of the property before Marc Glass confirmed that the mold has been removed. The Settlement therefore wrote NCM a letter giving it the choice of not being paid for the remediation or paying for cleaning up the mold. Marc Glass visited the property on January 9, 2014 to determine if the mold has been removed or, if not, how it may be removed, and will provide a written report shortly. Mike to remind Marc to provide report as soon as possible.	None	No
Burr	Wanda		12/24/2013	Letter to Claimant Informing her that we cannot clean her house with clutter and that portions of her house are structurally unstable. She has six months to repair the structural issues and let us know if she wants the house remediated. The house will only be cleaned once.	Claimant must structurally repair house and remove clutter by June 24, 2014	No
Glaspell	Ethel		2/4/2014	Property was inspected by Doug Forni and Roto-Rooter. NCM reports that Roto-Rooter indicated the crushed pipe begins 3 feet from the house and extends 50 or 60 feet. NCM has agreed to repair. The Settlement delivered a letter to Ms. Glaspell indicating that the repairs will begin in Spring, once sod growth has begun in April.	None	No
Goble	Cheryl		2/2/2014 if no edits from NCM by COB on 2/05/2014	Claimant called and complained of pipe leaking into her basement. Doug Forni inspected the property on January 10, 2014, and provided a report. Mr. Forni's report indicated that he could not come to many conclusions due to lack of information. Drafted letter to Claimant regarding NCM's inspection of underground pipes with a snake camera, once water does not freeze.	None	No
Heil	Trudy		2/3/2014	Ms. Heil's remediation was not started as she has two cats that she could not capture to remove from the house for remediation. Correspondence was sent to Ms. Heil indicated that she could contact us once the cats were not longer in the house, and we would begin remediation at that time.	None	No
Ice	James	248_6(2)	10/15/2013	Claimant has until 4/15/2014 to renovate/repair property so that it is fit for human occupancy or claim will be denied	4/15/2014	No
Jumbo Bait		247_55.6	12/3/2013	Remediation began on January 14, 2014, and the Settlement provided a payment for Jumbo Bait of \$800 for a guard, which is taxable. The guard will remain present during the remediation, as this is a business with inventory, the first such remediation done by the Settlement. The Remediation is complete. Jumbo Bait has made an additional demand for its guard, and we will be paying a reduced amount based upon our staff computation, with Terry to obtain the check and Mike to draft a letter of explanation to the Claimant for review by the Settlement and NCM.	None	Yes
Koontz	Jeannette	11-01_68(1A)	1/16/2014	We have received a final report from Mr. Doug Forni, the outside engineer consultant, stating that the remediation did not cause the flooding of the garage. The Settlement sent Ms. Koontz a letter on January 15, 2014, giving her a chance to appeal this matter to the Court within 14 days. Claimant wants to appeal to Judge Bedell.	None	No
Lane	Bill and Marissa			They claim there is a lost diamond ring of 1/4 carat bought from Kay Jewelers and 4 lost belly button rings. They are trying to make sure that they are missing and will locate the Invoice and provide it to us. If the items do not show up, NCM will consider paying for the loss.	None	No
Lindsay	Roger		2/4/2014	On January 20th Claimant complained of garbage and Porta Potty problems at the back of NCM's office, which abuts the Claimant's property. NCM and the Settlement seemed to satisfy the Claimant at that time, and we are drafting an assurance letter to them. Drafted letter to Claimant and delivered on 2/04/2014. We have drafted an assurance letter to them.	None	Yes
Lipps	Stephen and Debbie			Last week, we were informed that the contractor who repaired the basement has not been paid by NCM. NCM has made the payment, and has confirmed this to the Lipps orally. We are drafting for review with NCM a letter confirming this.	None	Yes

Claimant Last Name	Claimant First Name	Property Number	Date of Letter	Property Issues/Status	Claimant Reply Date or Due Date	Resolved Y or N
McHenry	Donna			Ms. McHenry claims that there is insulation in her carpet. She will not accept the keys back to the property until there is new carpet. She lives in a separate house. We will get with Marc Glass, who will help us try to find an expert to determine if there is insulation in the carpet. We will then ask Ms. McHenry to be present when the expert does the review of the carpet so that he or she can prepare a report. Our next step will be dependant on the report. If the report is that there is no insulation in the carpet, we will deny the claim. If the report says that there is insulation in the carpet, we will try to detect its source and determine the next step.		
Medina	Angel Babe	11-01_117	1/27/2014	This matter is resolved.	None	Yes
Rogers	Mike		12/24/2013	Letter to Claimant confirms that NCM will fill the hole next to the house and NCM will provide a 15 inch wide culvert. Once these 2 improvements are made, there should be no other remaining issues. Mr. Rogers has related to NCM orally that he agrees with the proposal, but he has not signed it. Ed met with Mr. Rogers on January 7th, and obtained his signature. The repairs will be done in the spring as soon as soil is available.	No Reply Date	Yes
White	Steve	11-02_41	12/3/2013	This house is seriously infested with roaches, so that remediation cannot take place yet. The exterminator met with the Settlement and confirmed that he was applying one roach treatment, with any material results not to be seen for 3 or 4 months, therefore this property will be placed on hold for remediation for 3 or 4 months. Ed will draft a letter for the Parties' review to the Claimant on this subject. UPDATE: On 11/26 we sent Stan a draft letter to the owners/renter regarding roach problem. Letter to owners/renter went out on December 3, 2013. The Settlement reports that efforts are being made to remove the roaches.	None	No
Winans	Charles		12/24/2013	Letter gives claimant until June 24, 2014 to repiar the collapsing roof or remediation will be waived	June 24, 2014	No
Winkler	James		2/4/2014	Claimant called and complained of pipe leaking into his basement. Doug Forni inspected the property on January 10, 2014, and we received the report. The report indicates that NCM may have contributed to the damage. The Settlement is drafting for review with NCM a letter indicating that NCM will pay for the repairs. We delivered a letter to the Winkler family on February 4 indicating that the repairs will be made in the spring.	None	No