STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

IN THE MATTER OF:

NEGOTIATED AGREEMENT

Connell Aluminum Properties, LLC
Former Wabash Alloys Property
9100 South 5th Avenue
Oak Creek, Wisconsin

No. BRRTS # 06-41-560068

WHEREAS, Connell Aluminum Properties, LLC ("Connell") owns property located at 9100 South 5th Avenue, Oak Creek, Wisconsin ("Property"), more particularly described in **Exhibit A** attached hereto; and

WHEREAS, Connell conducted a site investigation at the Property and prepared a remedial action options report addressing PCBs and certain metals associated with the secondary aluminum smelting operation conducted by Wabash Alloys and its predecessor owner, Vulcan Materials Company, on the Property ("Connell Contaminants"); and

WHEREAS, Connell intends to complete a Response Action per Wis. Stat. § 292.15 for the Connell Contaminants; and

WHEREAS, other contamination exists on the Property, which are not associated with the secondary aluminum smelting operation but were caused by prior operations on the Property; and

WHEREAS, such other contamination needs to be addressed before Connell can take action to remediate the Connell Contaminants.

I. PARTIES/DEFINITIONS

A. WDNR and Connell each consent to the following Negotiated Agreement, entered into pursuant to Wis. Stat. § § 292.11, 292.15, and Wis. Admin. Code NR chs. 700-754 and, more specifically, Wis. Stat. § 292.11(7)(d), which authorizes WDNR to negotiate and enter into an agreement containing a schedule for conducting non-emergency actions required under Wis. Stat. § 292.11(3).

B. This Negotiated Agreement shall apply to and be binding upon the undersigned parties. The undersigned representative of each party certifies that he or she is fully authorized by the party whom he or she represents to enter into this Negotiated Agreement and to execute and legally bind such party to the terms of this Negotiated Agreement.

C. As delineated in this paragraph, Connell shall be responsible for ensuring that all contractors, consultants, firms and other persons or entities ("Contractors") acting under or for it with respect to matters included herein comply with the terms of this Negotiated

Agreement. Connell shall provide a copy of this Negotiated Agreement to the Contractors.

D. Nothing in this Negotiated Agreement shall be construed as an admission of fact or liability by Connell for any matters other than the contractual obligation between the parties and as further described in this Negotiated Agreement. Connell agrees to undertake all response actions required by applicable laws and the terms and conditions of this Negotiated Agreement and consents to and will not contest or legally challenge the validity of this Negotiated Agreement or WDNR's authority to enter into this Negotiated Agreement. Nothing in this section prohibits the use of the Negotiated Agreement or the attachments to it, which are specifically incorporated herein by reference, as evidence of the Negotiated Agreement's existence by either party to enforce the obligations, rights or defenses afforded by the Negotiated Agreement.

E. Nothing in this Negotiated Agreement is intended to be construed as a waiver or bar of the right to seek review under Wis. Stat. ch. 227 of any decision of WDNR.

F. For purposes of this Negotiated Agreement, the following definitions shall apply.

(1) "Additional Work Determination" means WDNR approved Work that supplements or modifies a previously approved Response Action Work Plan.

(2) "Connell Property" or "Property" means the property located at located at 9100 South 5th Avenue, Oak Creek, Wisconsin, WDNR BRRTS Activity No. 02-41-553761 (ERP) and No. 06-41-560068 (VPLE). Reference legal description.

(3) "Connell Contaminants" means the PCB and metals contamination on the Property resulting from the secondary aluminum smelting activities undertaken by Vulcan Materials Company and Wabash Alloys.

(4) "Contractor" means any contractor, consultant or other persons or entities under contract to Connell to perform any Work under this Negotiated Agreement.

(5) "Negotiated Agreement" means the agreement to perform Work in accordance with Wis. Stats. §§ 292.11 and 292.15 and Wis. Admin. Code. chs. NR 700-754.

(6) "One Cleanup Program Memorandum of Agreement" (OCP MOA) means the document dated June 2011, implemented via Publ-RR-786 and revised in October 2011 and March 2013 that sets forth the procedures to be used when addressing PCB response action cases through the Wis. Admin. Code §§ NR 700-754 process.

(7) "Response Action" means any action taken to respond to a hazardous substance discharge or environmental pollution, including emergency and non-emergency immediate actions, investigations, interim actions and remedial actions.

(8) "Remedial Action Work Plan(s)" means the plan(s) approved by WDNR for implementation of the Work.

(9) "U.S. EPA" means the United States Environmental Protection Agency.

(10) "WDNR" means the Wisconsin Department of Natural Resources.

(11) "Work" means "response actions," as defined in Wis. Admin. Code § NR 700.03(50), undertaken to address the Connell Contaminants on the Property, consistent with this Negotiated Agreement.

II. WORK

A. Connell shall undertake the Work set forth in the Remedial Action Work Plan(s).

B. Connell shall undertake its Work in accordance with the applicable provisions of Wis. Admin. Code chs. NR 700-754 and in accordance with the WDNR's One Cleanup Program Memorandum of Agreement.

C. Connell shall obtain any necessary permits or approvals that may be required for the Work and shall pay any applicable fees, as necessary under Wis. Admin. Code ch. NR 750.

D. Connell shall provide quarterly progress reports to WDNR on the status of the Work. WDNR may, at its discretion, change the time period for reporting or direct that no further reporting is required.

E. Any Work to be conducted pursuant to this Negotiated Agreement is subject to approval by WDNR. Such Work shall employ sound scientific, engineering and construction practices and shall be consistent with and performed in accordance with applicable federal and state statutes and administrative rules in accordance with the One Cleanup Program.

F. Change in ownership of the Property shall not alter Connell's responsibilities under this Negotiated Agreement, and Connell shall remain responsible for completion of Work as set forth herein; provided, however, nothing in this Negotiated Agreement prevents or prohibits Connell from entering into an agreement with a third party to perform the necessary Work consistent with this Agreement and applicable law.

G. Connell shall provide reasonable access to other parties as appropriate to address other contaminants.

H. To the extent necessary, Connell shall comply with Wis. Stats. § 292.12 and undertake the response actions necessary to have the Property listed on the WDNR database as required under Wis. Stat. § 292.12.

III. SITE DESCRIPTION

Site Name:	Former Wabash Alloys Secondary Aluminum Smelter (Connell Plant)
Site Location:	9100 South 5th Avenue, Oak Creek, Wisconsin WDNR BRRTS Activity No. 02-41-553761 (ERP) and No. 06-41-560068 (VPLE) Reference Appendix A
Site History and Physical Conditions:	The former Wabash Alloy site was previously used as a creosote processing facility by the Koppers Gas and Coke Company. Beginning in 1968, Vulcan Materials Company ("Vulcan") acquired the property and constructed a secondary aluminum plant on top of portions of the former coal tar creosote processing facility. The Vulcan plant was subsequently purchased by Wabash Alloys on June 9, 1987. Operations at the Wabash Alloys plant ceased in 2001. The former Wabash Alloys building was previously demolished and removed under the U.S. EPA Toxic Substances Control Act ("TSCA") self-implementing program. The slab remains in place.
Known Substance(s) of Concern:	PCBs were not directly used in the production process by Wabash Alloys but likely were a contaminant in the secondary aluminum raw materials. Metals were a waste material from the former Wabash Alloys plant operations. Metals and PCBs were found in the soil at the Property at levels requiring response activities. PAHs, creosote and coal tar-related compounds were not part of the raw materials purchased for the secondary aluminum operations nor a waste. The PAHs and creosote related compounds are associated with prior operations that occurred on the property and are found in soil and groundwater.

IV. REQUIREMENTS FOR WORK TO BE PERFORMED

A. All Work shall be done in compliance with Wis. Admin. Code chs. NR 700-754, Wis. Stat. §§ 292.11 and 292.15, the One Cleanup Program MOA and all other applicable local, state and federal statute and regulations.

B. All Work to be performed by Connell pursuant to this Negotiated Agreement shall be under the direction and supervision of a qualified hydrogeologist and a qualified professional engineer, as defined in Wis. Admin. Code ch. NR 712. The qualifications of the qualified professional are attached as **Exhibit B**. A copy of this Negotiated Agreement shall be provided to each contractor hired to perform the Work required by this Negotiated Agreement shall be provided to each contractor hired to perform the Work required by this Negotiated Agreement and shall assure that any contracts are conditioned so as to require performance of the Work in conformity with the terms of this Negotiated Agreement.

C. Connell shall perform the Work as specified in this Agreement, relying on the Wis. Admin. Code § NR 720.05(5) land use classification for the Connell Property as set by the City of Oak Creek. The current land use classification for the Connell Property is agricultural. Connell intends to change the land use classification to allow for non-residential commercial uses of the Connell Property. Connell shall adhere to the schedule set out in **Exhibit C** of this Negotiated Agreement and incorporated herein by reference. It is understood that the schedule in **Exhibit C** is dependent on actions taken to address other contaminants on the Property. The schedule may be adjusted to account for such actions.

D. Whenever possible, WDNR requires the person who caused the hazardous substance discharge to take the appropriate response actions. However, if these persons cannot be located or are unable to pay, the owner of the Property is responsible for taking the appropriate actions. WDNR will take the steps available to it through state law to compel the person that WDNR believes to have caused the discharge on the Property to take the response action necessary to address the contamination. WDNR would only require the person in current possession or control of the Property to address that discharge of the hazardous substance or environmental pollution if WDNR were unable to compel the person who caused the discharge to take the appropriate response action.

V. SUBMISSION OF DOCUMENTS AND CORRESPONDENCE

Documents, including reports, plans, approvals, conditional approvals, disapprovals and correspondence to be submitted pursuant to this Negotiated Agreement shall be sent to the following address or alternate address as Connell or WDNR may hereafter designate in writing:

A. Documents and correspondence to be submitted to WDNR shall be sent to the DNR Project Coordinator:

Eric Amadi
Wisconsin Department of Natural Resources
Southeast Region Headquarters
2300 North Martin Luther King Drive
Milwaukee, WI 53212
eric.amadi@wisconsin.gov

B. Documents to be submitted to Connell shall be sent to:

Michael Kellogg
Director-Risk Management
Connell Limited Partnership
900 Haldon Hall Drive
Apex, NC 27502
mkellog@connell-lp.com

and if pertaining directly to this Agreement, a copy to:

Mark A. Thimke
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
mthimke@foley.com

and

Vice President and Chief Financial Officer
Connell Limited Partnership
One International Place
Boston, MA 02110

C. All reports, plans, notices and other documents required to be submitted under this Negotiated Agreement shall be deemed to be submitted on the date they are date-stamped at WDNR, if mailed, or sent by messenger, or on the date they are received, if delivered by telefacsimile or email. Connell shall provide to WDNR electronic versions of any reports, plans, notices or other documentation in addition to a paper version, consistent with the Wis. Admin. Code ch. NR 700 rule series and WDNR publication RR-690.

VI. MODIFICATION OF WORK

A. In the event that WDNR or Connell determines that either a modification to the Response Action or additional Work is necessary to accomplish the objectives of this Negotiated Agreement, notification of such modification or additional Work shall be provided to the other party in writing. Any modified or additional Work determined to be necessary by Connell shall be subject to approval by WDNR in writing.

B. Any modified or additional Work covered by the Additional Work Determination shall be completed by Connell in accordance with the standards, specifications and schedules determined by or approved by WDNR, pursuant to applicable local, state and federal statute and regulations and the terms of this Negotiated Agreement.

VII. ACCESS

A. The employees and authorized representatives of WDNR shall have the authority to enter the Property at all reasonable times for the purpose of inspecting records, operating logs, contracts and other documents relating to the implementation of this Negotiated Agreement; reviewing the progress of Connell in implementing this Negotiated Agreement; conducting tests; documenting activities being conducted or conditions on the Property using a camera, sound or video recording, or other documentary type equipment, and verifying the data submitted to WDNR by Connell. Connell shall permit such authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain

to this Negotiated Agreement. Connell shall honor all reasonable requests for such access by WDNR conditioned only upon presentation of proper credentials.

B. Nothing herein shall be construed as restricting the inspection or access authority of WDNR under any statute or rule.

C. The parties may assert that certain documents, records and other information are privileged under the attorney/client privilege or any other privilege recognized by Wisconsin law.

D. In the event the Property is transferred to a third party before the completion of all response action work on the Property, Connell shall provide, in any such transfer agreement, provisions allowing access to the site for Connell, any identified responsible party and WDNR and their consultants, contractors and representatives. In the event that WDNR objects to the transfer, WDNR may terminate the Agreement.

VIII. PROJECT COORDINATORS

A. WDNR and Connell shall each designate a project coordinator. Mike Kellogg is the coordinator for Connell. Any party may change its designated project coordinator by notifying the other parties, in writing, at least ten (10) business days prior to the change. To the extent possible, communications between Connell and WDNR concerning the Property or Work shall be directed through the appropriate project coordinator. Each project coordinator shall be responsible for assuring that communications are properly disseminated and processed among the respective parties.

B. In addition to the authority WDNR has under state and federal statutes and regulations, the WDNR project coordinator or a designee shall have the authority, pursuant to this Negotiated Agreement, to (i) take samples or direct that samples be taken, (ii) direct that Work stop whenever the WDNR project coordinator determines that activities at the Property may create danger to public health or welfare or the environment, (iii) observe, take photographs and make such other reports on the progress of the Response Actions as deemed appropriate, (iv) review records, files and documents relevant to this Negotiated Agreement and (v) make or authorize minor field modifications to the Response Action covered by this Negotiated Agreement with respect to techniques, procedures or design utilized in carrying out this Negotiated Agreement. Within seventy-two (72) hours following the modification, the project coordinator who requested the modification shall prepare a memorandum detailing the modification and the reasons therefore and shall provide and mail a copy of the memorandum to the other project coordinator.

IX. EFFECTIVE DATE

This Negotiated Agreement shall be executed by Connell before being executed by WDNR. When WDNR executes this Negotiated Agreement, WDNR shall enter an effective date immediately below WDNR's signature which shall be a minimum of five (5) business days after the date of mailing (First Class postage prepaid) by WDNR to Connell of a fully executed copy of the Negotiated Agreement.

X. SUBSEQUENT AMENDMENT

This Negotiated Agreement may be amended by mutual agreement by Connell and WDNR. Any amendment of this Negotiated Agreement shall be in writing, signed by WDNR and Connell and shall have as the effective date that date on which the last party signed such amendment.

XI. DISPUTE RESOLUTION

WDNR and Connell agree to use their best efforts to attempt to informally resolve any disputes arising under this Negotiated Agreement within forty-five (45) days of the date the dispute arose. An informal resolution of the dispute shall be documented in writing by WDNR and provided to the project coordinators.

XII. TERMINATION AND SATISFACTION

The provisions of this Negotiated Agreement shall be deemed satisfied upon receipt by Connell of written notice of completion from WDNR that Connell has demonstrated that the Response Actions, including any modified or additional Work, or amendments, was completed in accordance with applicable local, state and federal statutes and regulations and the terms of this Negotiated Agreement to the satisfaction of WDNR. The termination and satisfaction of this Negotiated Agreement shall be provided to Connell in writing upon WDNR issuing an approval of the Work under the appropriate provisions of Wis. Stat. § 292 and the Wis. Admin. Code ch. NR 700 rule series for the Connell Contaminants.

WDNR reserves the right to terminate this Agreement if the Property is transferred to a third party and WDNR elects to terminate this Agreement with that party or if WDNR determines that the Work is not being completed as necessary in this Negotiated Agreement.

WDNR reserves the right to terminate any approval issued under this Negotiated Agreement in the event WDNR determines that Connell obtained the approval by fraud, misrepresentation or a knowing failure to disclose material information. WDNR further reserves the right to terminate this Negotiated Agreement if WDNR determines that Connell failed to make reasonable progress in undertaking the Work or Response Action required under the terms of this Negotiated Agreement, taking into account the actions or inactions of other parties responsible for other contaminants on the Property.

The parties whose signatures appear below, or on separate signature pages, hereby agree to the terms of this Negotiated Agreement. Each person signing this Negotiated Agreement represents and warrants that he or she has been duly authorized to execute and legally bind the respective parties to the terms of this Negotiated Agreement.

WISCONSIN DEPARTMENT OF
NATURAL RESOURCES

By Darsi Foss Date 07/14/17

Darsi Foss, Director
Remediation and Redevelopment Program

CONNELL ALUMINUM PROPERTIES, LLC

By John V. Curtin Date July 10, 2017

John Curtin, Attorney

EXHIBIT A

PROPERTY DESCRIPTION

SW ¼ of the NW ¼, and the NW ¼ of the SW ¼
Section 24, T5N, R22E
9100 South 5th Avenue
Oak Creek, Milwaukee County, Wisconsin

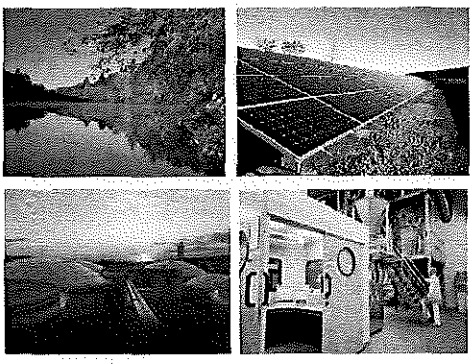
EXHIBIT B

QUALIFICATIONS

NRT/OBG OVERVIEW

GENERAL FIRM OVERVIEW

Natural Resource Technology (NRT) was acquired by O'Brien & Gere (OBG) in January 2017, and is now an OBG Company. OBG is an employee-owned engineering and project delivery company with over 850 scientists, engineers, construction, and operation personnel located in 24 offices across the U.S. With a more than 70-year history of applying technology and innovation, OBG is a leader in providing total environmental, water, energy and advanced manufacturing solutions. OBG's integrated 360° life-cycle delivery model reduces project cycle time and creates value for its clients.

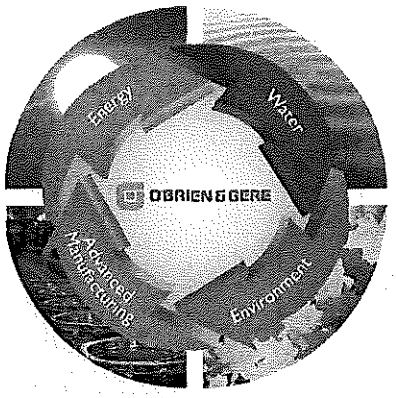


While OBG continues to evolve, its philosophy remains constant: to conduct business with absolute integrity and to establish the safety, satisfaction, and dignity of clients, employees, and the public, above all else. OBG is committed to excellence. The Firm's passion for ingenuity, coupled with its commitment to delivering consistent high-quality services, is the reason OBG is still thriving today.

CORE BUSINESS

OBG delivers sustainable solutions and integrates innovative technologies to solve the evolving challenges of today and tomorrow. Our four core service areas are:

- Environment
- Water
- Energy
- Advanced Manufacturing



COMMITTED TO SAFETY

Safety is a cornerstone of OBG's operational excellence philosophy. Our commitment to safety isn't just rhetoric—it's the way we do business. Our safety program, which includes engaged participation of all employees from the CEO to our field forces at our client sites, is behavior-based, focusing on what our employees do and why they do it. Our goal for every project is *Incident-Free Performance*. Expectations of each employee are clear. OBG has established safety programs that include observation, data collection, and analysis of both leading and trailing indicators, all with the goal of continuous improvement. Our solid safety performance has resulted in reduced costs and increased productivity.

Annually, our employees present more than 21,000 safety moments, reinforcing our safety culture.

COMMITTED TO CLIENT SATISFACTION

Our clients trust in our ability to deliver solutions to their evolving advanced manufacturing, energy, environmental, and water challenges. OBG's expertise across markets – coupled with our ability to bring the right team together – allows us to offer clients smart, innovative, and sustainable solutions, project after project. We have enjoyed a continuing professional relationship with many of our clients for decades, some as long as 40 years. We have an established reputation with our clients and regulatory agencies for providing creative, technically sound and cost-effective solutions.

More than 90% of OBG's business is from repeat clients.

COMMITTED TO QUALITY

OBG defines Operational Excellence as "consistently doing things right to meet and exceed business objectives and client expectations." OBG's Quality Management System (QMS) is designed based on a process approach to provide consistent project management and business practices across the organization. The QMS provides the framework for completing projects successfully, with a focus on client satisfaction and providing quality services. Commitment to quality is the reason why more than 90% of OBG's business is from repeat clients.

QMS
QUALITY MANAGEMENT SYSTEM

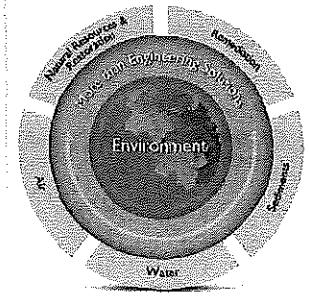
RECOGNIZED PERFORMANCE

For several decades, OBG has consistently been ranked among the country's top engineering design firms and specialty contractors. Recent rankings by ENR include the following:

- Top 200 Environmental Firms
- Top 500 Design Firms
- Top Clean Air Compliance Firm
- Top Air Pollution Control Design Firm
- EBJ Gold Medal Business Achievement Award
- IHS "Healthiest Companies in America" Award

ENVIRONMENTAL SERVICES

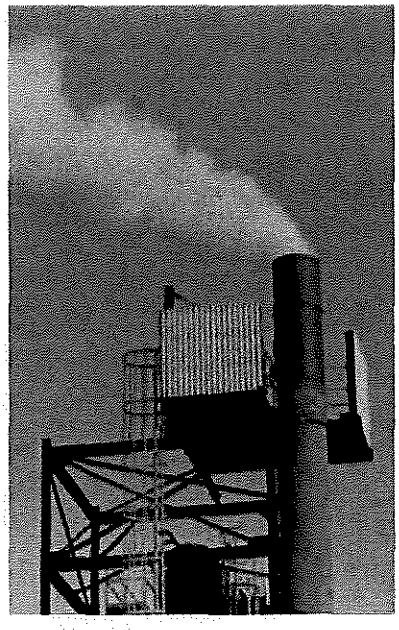
In the following pages, OBG presents an overview of our environmental services, including environment, health and safety (EHS) compliance and auditing.



AIR

OBG has a long history of providing a wide range of air management services addressing the most current control and regulatory compliance issues facing clients today. Whether it's simple single source or complex PSD/NSR permitting programs, conceptual design studies, or design-build of air pollution abatement systems, OBG delivers innovative solutions to clients that not only meet stringent air quality regulations, but maximize operational flexibility. OBG works closely with our clients to strike a balanced approach between compliance and operational flexibility. Our dedicated core group of air quality specialists, maintain a wide range of professional expertise in the following air management disciplines:

- Air pollution control design
- Regulatory assistance
- PSD/NSR, Title V and state permitting
- BACT/LAER/RACT analysis
- NSPS/NESHAP/MACT compliance
- SEQR / CEQR / NEPA permit support
- Air emission inventories
- Emission (stack) testing
- Air dispersion modeling analysis
- Ambient air monitoring
- Enhanced/compliance assurance monitoring plans
- Start-up, shut down and malfunction plans
- Odor evaluation/control analysis
- Greenhouse gas emission evaluations
- Carbon footprint evaluations and reduction strategies



OBG delivers innovative solutions to clients that not only meet stringent air quality regulations, but maximize operational flexibility.

AIR POLLUTION CONTROL DESIGN

Air pollution has been a front-runner of environmental policies, beginning with the Clean Air Act (CAA) in 1963. Since then, regulatory agencies have been responding to congressional laws with continued increases in required control. The development of an optimized air pollution control system requires the consideration of a wide range of engineering, environmental, economic and regulatory factors. OBG has assisted its industrial and municipal clients with the selection and design of effective air pollution control systems. Our in-house design staff has provided clients with solutions to a broad range of problems. Services provided have included sampling and analysis; regulatory negotiations; bench-scale and pilot plant programs; design services; preparation of plans, specifications and contract documents; assistance with bidding; and construction inspection and administration.

AIR PERMITTING AND EMISSION INVENTORIES

The 1970 Amendments to the Clean Air Act required states to develop permit/certification programs in order to protect the nation's ambient air quality. Initially, these permit programs were designed to regulate large sources of air pollution such as utilities, cement plants, and petroleum refineries. However, as individual state programs have matured, even minor sources of air pollution such as paint spray booths, atmospheric storage tanks, and steam boilers may now require permits. Indeed, under the Operating Permit Program (40 CFR Part 70), even previously unregulated emission sources may now be required to obtain a permit.

Facility-wide emission inventories assist plants in satisfying increasing stringent air pollution regulations. Furthermore, since hazardous air pollutant emissions may occur from several different emission sources at the facility, plant personnel must know potential releases from each individual emission source as well as the quantities released from the facility as a whole. OBG offers its clients the technical expertise and analytical capabilities necessary to complete these tasks in a thorough and timely manner.

STATIONARY SOURCE TESTING

The need to perform stationary source testing may be a result of one or more of the following: (1) to obtain data concerning the development of an emission inventory or to identify a predominant source in a given area; (2) to determine compliance with applicable emission standards; (3) to gather information which will assist in the design of air pollution control equipment; and (4) to determine the efficiency of manufacturing processes and emission control equipment already installed.

Whatever the reason, OBG has the experience and the knowledge to perform even the most difficult source sampling. Our expertise includes use of industry-specific approaches for the process, ASTM, EPA, state, and NIOSH sampling and analytical methods. Having provided emission testing services ranging from point source process emissions of ethylene oxide, metals, VOCs, and boiler and incinerator exhausts to fugitive emissions of VOCs from process equipment.

AIR DISPERSION MODELING

Atmospheric, or air, dispersion (diffusion) modeling is a set of algorithms, usually incorporated into computer code, used to mathematically evaluate the spatial and temporal distribution of contaminants released into the atmosphere. Of course, the atmosphere's ability to disperse such contaminants is not infinite and varies from good to poor, depending on local meteorological and geographical considerations.

Whereas the accumulation of contaminants in any localized region is a function of emission rates, dispersion rates, and generation or destruction rates (via chemical reaction), the dispersion of these air contaminants is almost entirely dependent on local meteorological conditions such as wind speed and direction, and atmospheric stability. Stability is a measure of the atmosphere's tendency to mix in the vertical direction.

WATER AND WASTEWATER

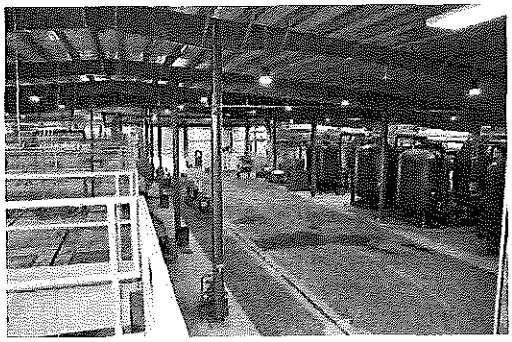
OBG is known for helping clients solve challenging issues associated with wastewater treatment. We have been working closely with and providing a full range of turnkey wastewater solutions to power, chemical, industrial and similar manufacturing clients for more than 70 years. The types of industry needs that we have addressed include:

- Process integration and flexibility
- Minimizing capital and operating costs
- Waste minimization, reduction and reuse
- Water conservation
- Energy efficiency improvements
- Modernization and technology upgrades
- Environmental and regulatory compliance
- Sustainability advances

As an engineering and project delivery company, OBG integrates advanced technologies with our innovative thinking and experience to address our client's key concerns. Our team has the expertise and knowledge in the use of the latest treatment technologies to assist clients with selecting the most appropriate and cost-effective technology. Implemented technologies include:

- Physical / chemical
- Aerobic / anaerobic
- Advanced oxidation
- Hybrid systems (MBR – membrane bio-reactor, MBBR – moving bed biological reactor)
- Membrane treatment

Process influent variability can be detrimental to a system's performance, not to mention the real and opportunity costs of compliance fines and lost production and operation. OBG has designed hundreds of different types of wastewater treatment plants. We are experts at identifying and troubleshooting operational issues to restore wastewater plants to top operation. We also have an in-house treatability testing laboratory to develop optimal solutions for our clients.



TAILORED TO MEET THE CLIENT'S NEEDS

OBG can tailor incremental or full service project delivery approaches to meet client's needs in reaching project goals and objectives from procurement requirements to construction. Services include:

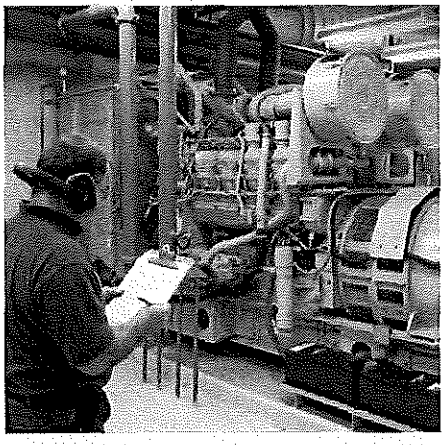
- Wastewater characterization
- Permitting
- Wastewater treatability (bench, pilot and full-scale demonstrations)
- Design (conceptual, preliminary and final)
- Design-build/operate
- Automation/control system integration
- Custom fabrication
- Equipment procurement
- Construction phase services
- Start up
- Commissioning
- Operations
- Optimization
- Odor control
- Energy recovery
- Conservation and recycle

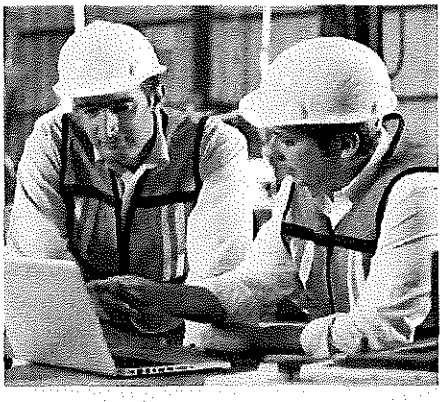
EHS COMPLIANCE AND AUDIT

Environment, health, and safety (EHS) professionals are responsible to develop programs to protect worker health and safety, prevent environmental harm, and manage risk, amidst ever increasing regulatory and transparency demands. OBG delivers high-quality products across a full range of compliance and audit services.

OBG's team of auditors reviews operations and facilities to identify applicable legal and other requirements and evaluate the facility's compliance status relative to those requirements, including any corporate policies. Our team can also conduct a review of EHS management systems and provide improvement recommendations. OBG's auditing experience ranges from single facilities to corporate-wide programs, covering the full range of EHS compliance aspects and management systems. Clear communications and prompt, responsive service are integral to our audit process. Audit services include:

- **Compliance reviews and baseline compliance assessments** – Focuses on the program level and can be particularly helpful for evaluating new acquisitions.
- **Multimedia or focused EHS compliance audit** – Provides a detailed assessment of the compliance status of the defined regulatory areas ranging from a focus on a single regulatory program to a fully integrated audit of environmental and occupational H&S programs.
- **Regulatory agency agreement/policy audits** – Conducted in accordance with federal or state audit programs, where available, with the intention of disclosing the results to the applicable agencies in exchange for penalty relief.
- **ISO 14001/OHSAS 18001 management system audits** – Tailor to focus strictly on the clauses mandating identification of legal requirements, to evaluate implementation effectiveness, or to satisfy the internal audit requirement.
- **Industrial hygiene (IH) audits** – Utilized to assess whether the appropriate industrial hygiene monitoring programs are developed and implemented based on a facility's operations and chemical usage.
- **Vendor or Supplier Audits** - Conducted to determine whether supplier is meeting regulatory standards or complying with the processes and procedures agreed to during the selection processes.





OBG delivers high-quality work products across a full range of EHS compliance and audit services.

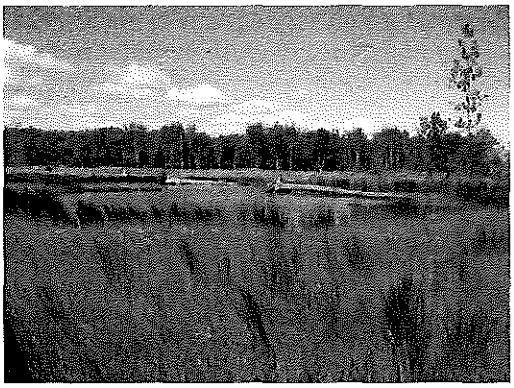
NATURAL RESOURCES AND RESTORATION

Ecological restoration and enhancement are important components of engineering and project delivery because they are visible reflections of an organization's place in the community and its impact on the environment. The environmental stewardship achieved through successful ecological restoration and enhancement projects designed by OBG has produced significant dividends for our clients in future business opportunities, public relations, and regulatory support.

Because ecological restoration and enhancement projects generally involve complex environmental, economic, regulatory, and social issues, OBG works with clients, regulators, and stakeholders to identify an end use vision that appropriately considers diverse perspectives. OBG's staff of biologists, ecologists, engineers, chemists, and toxicologists has the expertise to translate that vision into design, construction, monitoring, and maintenance of quality ecological habitats while meeting stakeholders' sustainability objectives.

OBG works with a wide range of clients to incorporate ecological restoration and enhancement into project planning, design, and construction. Some of the services we provide include:

- Assessment of natural resources, including wetland delineation, floral and faunal (*i.e.*, terrestrial, aquatic and avian populations) surveys including for rare, threatened, and endangered species, hydrologic and hydraulic modeling, river/stream surveys using Applied Fluvial Geomorphology (*e.g.*, Rosgen methods), and quantitative function and value assessments
- Wetland and stream mitigation design, construction, and post-construction monitoring, maintenance, and reporting
- Regulatory permits associated with impacted natural resources
- Pilot studies to identify and evaluate preferred strategies that are adapted to site conditions
- Natural resources damage assessment, valuation, negotiations, and settlement
- Incorporation of green infrastructure into stormwater management and facility design



- Construction phase services, including clearing, earthwork, oversight, soil management, erosion and sediment control, vegetative plantings, and post-construction management and maintenance
- Community outreach/involvement and education:
  - Green Jobs program that involves local, underprivileged labor force in remediation/restoration efforts
  - Enlist NGOs and other local stakeholders in restoration and enhancement efforts
- Incorporation of clients' goals regarding biodiversity and sustainability into design
- Strategic partnerships with educational and NGO institutions, as well as other design and construction firms

REMEDIATION

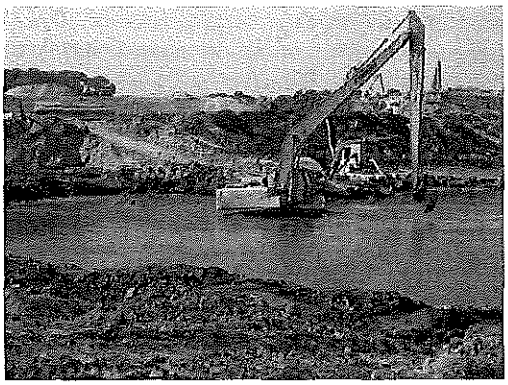
Over that past 40 years, OBG has earned the trust of more than half of the Fortune 100 companies and leading institutions and the respect of regulatory agencies nationwide by providing practical, sustainable, and technically sound remedial solutions. Our philosophy is to start with the end in mind and work with our clients to develop site visions and exit strategies. Once developed, significant cost savings can be realized by incorporating long-term strategies into each phase of the project.

OBG has a successful track record of executing cost-effective remedial programs at small as well as large and complex sites across the country including:

- RCRA and CERCLA sites
- Superfund sites
- Landfills and waste disposal sites
- Refineries and terminals
- Chemical and manufacturing facilities, including manufactured gas plants
- Natural gas pipeline compressor stations
- Contaminated sediment sites

Our highly experienced teams of engineers, scientists and construction managers provide fully integrated solutions on these projects. Our proven hazardous waste management capabilities include:

- Environmental site assessments
- Human health assessments
- Site characterization
- Remedial investigations and feasibility studies
- Remedial design
- Bench and pilot testing
- Field demonstrations
- Construction phase engineering, cost estimating, construction oversight and management
- Regulatory interface and negotiations
- System start-up
- Operations and maintenance.



We have extensive experience taking projects from the initial planning stages through design into construction and ultimately site closure.

Understanding the entire process allows us to identify the impacts of front-end decisions on long-term remediation costs. This experience and understanding has allowed us to develop unique and value-based approaches to our client's most challenging concerns.

OBG is a respected industry leader in developing and applying innovative technologies to achieve site closure. Our versatility and technological diversity have resulted in a broad base of experience in numerous technologies such as in situ/ex-situ bioremediation, in situ/ex-situ chemical oxidation, in situ thermal desorption, vacuum extraction, air sparging, stabilization, reactive barrier walls, phytoremediation, natural attenuation, natural infrastructure and green remedies. Our practical experience in application of these technologies coupled with the experience and depth of resources leads to effective implementation and accelerated time to closure.

OBG also has well-established partnerships with academic institutions, national experts, specialty technology firms and other contractors that provide access to leading edge technical research and development. By taking advantage of these strong alliances, we are able to provide our clients with specialty expertise, recognized credibility and additional services.

SEDIMENT MANAGEMENT

As a provider of integrated services, OBG develops effective management strategies to execute sediment projects from initial planning and investigation through design, construction, and operations & maintenance. Through its experience responding to some of the most complex sediment projects in the nation, OBG effectively develops sustainable and innovative solutions to address uncontaminated and contaminated sediments. Applying its extensive technical expertise and broad regulatory experience, OBG has implemented a variety of unique and cost-effective approaches to restore water bodies to navigable depths or remediate for the long-term protection of human health and the environment.

STRATEGIC PLANNING AND DATA ACQUISITION

OBG's sediment management team of experienced scientists, engineers, and other specialist experts develops and implements innovative data collection strategies focusing on potential outcomes and final site closure. Through appropriate levels of investigation, modeling, and thorough data assessment, OBG establishes the nature and extent of chemicals and identifies site-specific challenges and technology-specific site characteristics. With a thorough understanding of client goals and objectives, OBG develops strategies to establish remedies that are acceptable to all stakeholders.

REMEDY SELECTION AND DESIGN

OBG works with clients to develop scientifically sound and practical management solutions at sediment sites to address varying site complexities and meet regulatory requirements. OBG provides integrated assessment, design, and monitoring services to continually evaluate, review, and refine the management strategy to meet program-specific goals. Using this forward thinking, OBG integrates data throughout the entire project life-cycle to drive efficiency and minimize costs using an adaptive management approach.

REMEDIATION, SITE CLOSURE, AND LONG-TERM MONITORING

Achieving remediation goals requires not only addressing sediment chemical concentrations, but also restoring and protecting affected ecosystems. Services provided as part of the overall remediation of impacted areas include:

- Ecological enhancement and restoration
- Permitting
- Integration of NRD compensatory projects
- Shoreline stabilization

OBG is an industry leader in dredging-related water management, air monitoring, and odor control. The Company specializes in water recovery and treatment programs, and its knowledge of air quality and odor monitoring is critical to efficient operations and the protection of surrounding communities during dredging, transport, treatment, and disposal. OBG develops and implements cost-effective solutions using a variety of project delivery methods including design-bid-construct, construction management, design-build, and design-build-operate.

Julie A. Zimdars, PE

Principal Engineer

TECHNICAL EXPERTISE

Remedial planning for sediment removal

Vapor intrusion sampling and data evaluation using modeling

40 CFR 761.61 PCB remediation

Design and construction of remedial measures for gas and electric utility residuals

Design of geosynthetic and soil covers and leachate handling facilities

Soil and groundwater investigation and remediation involving a wide variety of contaminant types

Feasibility studies for conventional and innovative technologies/approaches

Pumping system hydraulics and operation, maintenance and optimization of pumping systems

HELP modeling, contaminant transport modeling

Site specific soil cleanup standard development

Regulatory agency liaison support and regulatory compliance

Brownfields site redevelopment

Water resource engineering

PROJECT ASSIGNMENT

Project Manager

YEARS OF EXPERIENCE

25

EDUCATION

MS/1994/Civil Engineering; UW-Milwaukee

BS/1991/ Civil Engineering; UW-Milwaukee

PROFESSIONAL REGISTRATIONS

Professional Engineer: MD, FL, WI

Ms. Zimdars has 25 years of experience in environmental consulting engineering involving the remedial planning, design, construction, and operation and monitoring of various environmental management sites. Extensive experience on the development and implementation of remedial strategies for manufactured gas plant (MGP) coal tar-impacted soil, groundwater and river sediments, vapor intrusion analysis and wastewater treatment and storm water permitting. Other projects include brownfields redevelopment, Resource Conservation and Recovery Act (RCRA) and CERCLA corrective actions, and remediation of underground storage tank releases.

REPRESENTATIVE PROJECTS

Former Manufactured Gas Plant/Brownfields –

Project Manager for a RCRA interim status facility in Gary, Indiana. A rotary kiln was used to de-oil mill scale and dewater hazardous wastewater treatment plant sludges. An auto shredder company's waste was encroaching on the property. Phase I and II environmental site assessment was required by the Indiana Department of Environmental Management (IDEM) in order to investigate remaining concerns from historic operations at the property and to remove the facility from the RCRA Corrective Action Program. Evaluated of the risk of elevated arsenic levels in the surface soil. No Further Action is being requested from IDEM based on a multiple lines of evidence approach for risk, working closely with IDEM regulators.

Senior Engineer on a former MGP CERCLA site in Sanford, Florida involving performance of in-situ stabilization/solidification (ISS) of 140,000 cy of coal tar-impacted soil. Responsibilities included design, Environmental Resource Permitting (ERP), and on-site senior construction oversight. Project involves permanent rerouting of a creek and utility relocation over an urban 3-block area and working closely with FDEP and USEPA Region 4.

Senior Engineer responsible for remedial bid document preparation and review with our teaming partner for an MGP site in Kinston, North Carolina involving in-situ stabilization/solidification (ISS) and sediment remediation via mechanical dredging and dewatering.

Project Manager for a major utility client in Wisconsin at a former MGP site in Racine involving a 2-phase performance of in-situ stabilization/solidification (ISS) of 60,000 cy of coal tar-impacted soil and excavation/landfilling of 35,000 tons of debris/impacted soil.

Project site was in an upscale urban setting where community relations and air quality control and air monitoring was of a critical importance for the success of the project.

Project Manager/Senior Engineer for a major utility client in Wisconsin for all aspects of their former manufactured gas plant sites at locations in downtown Milwaukee and Racine, central and eastern Wisconsin and Upper Michigan.

Industrial Facilities, PCBs and Substations –

Senior Engineer and PCB Technical Expert for a soil remediation under 40 CFR 761.61(a) Self-Implementing cleanup rules approved by USEPA Region 5 PCB staff. The 12-acre property in central Michigan was formerly used for storage and salvage of electrical equipment. Soil remediation included removal and disposal of 2,400 tons of TSCA level soil and 10,000 tons of non-TSCA level soil. Waste characterization of the soil indicated lead levels above the RCRA TCLP limit for approximately half of the soil removed. On-site stabilization of the lead using hydrated quick lime was performed following pilot testing to determine the appropriate lime addition percentage.

Project Manager for the demolition and redevelopment of a former aluminum smelting facility in southeastern Wisconsin. Extensive sampling conducted for PCBs in the concrete, soil, sediment/sludge, and groundwater from the former facility's 5-acre building footprint and 22-acre property, including 1 acre of delineated wetlands. Worked closely with USEPA Region 5 PCB staff during preparation of the 40 CFR 761.61(a)(3) Self Implementing Plan necessary for cleanup of the TSCA and non-TSCA level porous concrete surfaces at the facility. Excavation and disposal of the TSCA and non-TSCA level soil is proposed for the. soil remedial action plan awaiting WDNR approval.

Senior Engineer and PCB Technical Expert for PCB soil characterization and TSCA level soil remediation at a former 100-acre tractor plant and foundry in southeastern Wisconsin. PCB-contaminated fill material was placed into basement and pit areas following plant building demolition. Characterization sampling (sampling grid with compositing scheme) and soil removal and disposal plan was reviewed and approved by USEPA PCB Staff under 40 CFR 761.61(b) Performance-based cleanup.

Senior Engineer responsible for coordination of TSCA and non-TSCA waste disposal at multiple substations being decommissioned. For same client, assisted with waste characterization sampling and disposal at two substations undergoing modifications.

MGP and PCB, Lead Sediment Remediation –

Senior Engineer responsible for design of MGP-contaminated sediment removal on a portion of a river in New Hampshire. The design of the sediment removal action includes diversion (via bifurcation) of a major river and removal of sediment via dry excavation; bank stability, hydraulic and erosion analysis; and river bank restoration.

Senior Project Engineer responsible for development of the Remedial Scope of Work (SOW) document for PCB contamination along a 6-mile stretch of creek in Wisconsin. Major components of the SOW included creek diversion and monitoring, dewatering system design, identification of removal areas designating TSCA and non-TSCA materials, verification sampling and creek restoration. The SOW identified an estimated 9,000 cubic yards (cy) of creek sediment and 27,300 cy of over bank soils that require removal; about 3,500 cy of soil require disposal as TSCA material.

Senior Project Engineer for the Remedial Investigation/Feasibility Study (RI/FS) and Remedial Construction for PCB-contaminated sediment on a portion of the Milwaukee River in Wisconsin. Remedial action included removal and landfilling of 4,000 cubic yards of TSCA and non-TSCA material.

Project Manager for the Milwaukee Metropolitan Sewerage District Flood Management Project. Project involved oversight of excavation and disposal of 110,000 tons of the lead-impacted soil for purposes of creating flood storage and restoration of a natural waterway. NRT's role included bench-scale testing and oversight of on-site stabilization treatment of 2,000 tons of hazardous waste exceeding TCLP lead limits, to render as non-hazardous, special waste for disposal at local Subtitle D landfill.

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)

National Ground Water Association (NGWA)

University of Wisconsin -Milwaukee Industrial Advisory Council/Curriculum Advisory Civil Engineering Department

PUBLICATIONS/PRESENTATIONS

FET Environment '05 – Allis- Chalmers Trust Brownfield Redevelopment: City of West Allis Stormwater Retention Basin Project, Co-author

Field Evaluation of the Co-management of Utility Low-Volume Wastes with High- Volume Coal Combustion By-Products: OK Site, EPRI Final Report 2004, Co-author

Field Evaluation of the Co-management of Utility Low-Volume Wastes with High- Volume Coal Combustion By-Products: CY Site, EPRI Final Report 2005, Co-author

Field Evaluation of the Co-management of Utility Low-Volume Wastes with High- Volume Coal Combustion By-Products: PA Site, EPRI Final Report 2006, Co-author

EXHIBIT C

SCHEDULE

Year 1 following RAOR Approval	
Quarter 1	Initiate Remedial Work Plan/Design (NR724), Contractor Bidding documents and Permitting for Connell Contaminants
Quarter 2	Remedial Work Plan/Design (NR724) Approval from WDNR,* Continue Contractor Bidding and Permitting
Quarter 3	Complete Permitting, Contractor Selection
Quarter 4	Contractor Mobilization**, Complete soil remediation and complete building/flat work slab remediation and removal addressing Connell Contaminants
Year 2 following RAOR Approval	
Quarter 1	Complete capping of site to address Connell Contaminants in approved locations,** Site Restoration
Quarter 2	Submit Remedial completion report for Connell Contaminants.

* Assumes 60-day WDNR review and approval time. If review and approval takes longer than planned, the schedule will require adjustment to account for the additional review time.

** Mobilization and completion of capping will be dependent on availability of clean soil borrow sources for cap soil. Also, start of activities will be dependent on construction season.