



ANALYTICAL SERVICES

14-Nov-01
Page 13 of 16ANALYSIS DATES
Form 42112479

Philip ID:		31011581	31011582	31011583
Client ID:		RI-20	RI-21	RI-22
TCLPTC01	TCLP Extraction	---	---	09-NOV-2001
CCMESOIL	CCME 99 SOILS	14-SEP-2001	14-SEP-2001	14-SEP-2001
Hg-T200M	Mercury	15-SEP-2001	17-SEP-2001	15-SEP-2001
Tl-T200G	Thallium	13-SEP-2001	13-SEP-2001	13-SEP-2001
Pb-LIR08	Lead Leachable	---	---	14-NOV-2001
Matrix:		Soil	Soil	Soil
Sampled on:		3-SEP-2001	3-SEP-2001	3-SEP-2001



ANALYTICAL SERVICES

14-Nov-01
Page 14 of 16BATCH NUMBERS
Form 42112479

	Philip ID:	31011573	31011574	31011575	31011576
	Client ID:	RI-12	RI-13	RI-14	RI-15
TCLPTC01	TCLP Extraction	---	14202529	---	---
00250760	Moisture	---	---	---	14401735
CCMESOIL	CCME 99 SOILS	14201958	14201958	14201943	14201943
Hg-T200M	Mercury	14201965	14201965	14201965	14201965
Tl-T200G	Thallium	14201909	14201909	14201909	14201909
Pb-LIR08	Lead Leachable	---	14202585	---	---
PHC1PHCV	CCME PHC F1 C6-10	---	---	---	15201578
CCMEPHCS	CCMEPHCS	---	---	---	15201641
GHH--TOT	PHC GHH	---	---	---	14401768
GHHS-MIN	PHC GHH SILICAGEL	---	---	---	14401769
PKG-BT17	BTEX by P&T	---	---	---	15201579
	Matrix:	Soil	Soil	Soil	Soil
	Sampled on:	3-SEP-2001	3-SEP-2001	3-SEP-2001	3-SEP-2001

	Philip ID:	31011577	31011578	31011579	31011580
	Client ID:	RI-16	RI-17	RI-18	RI-19
TCLPTC01	TCLP Extraction	---	---	---	14202529
00250760	Moisture	14401735	14401735	14401735	14401735
CCMESOIL	CCME 99 SOILS	14201943	14201943	14201943	14201943
Hg-T200M	Mercury	14201965	14201965	14201966	14201966
Tl-T200G	Thallium	14201909	14201909	14201909	14201909
Pb-LIR08	Lead Leachable	---	---	---	14202585
PHC1PHCV	CCME PHC F1 C6-10	15201578	15201578	15201578	15201578
CCMEPHCS	CCMEPHCS	15201641	15201641	15201641	15201641
GHH--TOT	PHC GHH	14401768	---	---	---
GHHS-MIN	PHC GHH SILICAGEL	14401769	---	---	---
PKG-BT17	BTEX by P&T	15201579	15201579	15201579	15201579
	Matrix:	Soil	Soil	Soil	Soil
	Sampled on:	3-SEP-2001	3-SEP-2001	3-SEP-2001	3-SEP-2001



ANALYTICAL SERVICES

14-Nov-01
Page 15 of 16**BATCH NUMBERS**
Form 42112479

	Philip ID:	31011581	31011582	31011583
	Client ID:	RI-20	RI-21	RI-22
TCLPTC01	TCLP Extraction	---	---	14202529
CCMESOIL	CCME 99 SOILS	14201943	14201943	14201943
Hg-T200M	Mercury	14201966	14201966	14201966
Tl-T200G	Thallium	14201909	14201909	14201910
Pb-LIR08	Lead Leachable	---	---	14202585
	Matrix:	Soil	Soil	Soil
	Sampled on:	3-SEP-2001	3-SEP-2001	3-SEP-2001



ANALYTICAL SERVICES

14-Nov-01
Page 16 of 16**BLANK SUMMARY**
Form 42112479

All method blanks were less than MDL, except the following:

Parameter	Batch	Sparcode	Blank Conc.	MDL	Unit
Chromium	14201958	Cr-TIR03	0.3	0.2	ug/g
Lithium	14201958	Li-TIR03	0.2	0.1	ug/g
Lead	14201958	Pb-TIR03	3.3	2.0	ug/g
Titanium	14201958	Ti-TIR03	0.3	0.3	ug/g
Zinc	14201958	Zn-TIR03	0.7	0.5	ug/g
Lithium	14201943	Li-TIR03	0.1	0.1	ug/g

F A X

To: Maureen Brown Date: Nov 5, 2001
Company: PSC Fax #: 450-4187

From: Don Roy Ext. #: 453-0709
Address: Earth Tech (Canada) Inc. Sending from Fax #: 780-488-2121
17203 - 103 Avenue
Edmonton, AB T5S 1J4 Proj #: 48018

Subject: Leachate Testing

cc: Chris Doupe, PWGSS Fax # 497-3842

**URGENT**

THIS IS YOUR ONLY COPY



ORIGINAL TO FOLLOW BY MAIL

ORIGINAL TO FOLLOW BY COURIER

Comments:

Hi Maureen:

Last week I spoke with Colleen and asked that samples 11562-11602 be held until further notice pending a decision to do leachate testing for heavy metals. On November 2 we received authorization from PWGSS to proceed with leachate test on a few of the higher concentrated samples originally analysed for one or more metal parameters. I spoke with Chris Doupe this morning and we would like a "low, middle, high" sample analysed for leachate. Please proceed with conducting TCLP Leachate tests (Lead Only) on the following samples.

2 RI13, PSC# 11574, Lead @ 115,000 PPM
8 RI19, PSC# 11580, Lead @ 9,570 PPM
11 RI22, PSC# 11583, Lead @ 65,200 PPM

} 42112479

*Can you open
this?*

Please note that the invoice for this work should be sent to Earth Tech rather than PWGSS.

Thank you,

Don Roy

quoted ~~for~~ \$45 for TCLP metals / sample

*Due Nov. 13/01 MD
WR.*

If you do not receive 1 pages (including cover page),
please call us as soon as possible @ 780-488-6800.

E A R T H  T E C H
A **TYCO** INTERNATIONAL LTD. COMPANY

Document 2

** TOTAL PAGE. 01 **

**APPENDIX D
SPECIAL PROVISIONS
ENVIRONMENTAL
SERVICES**

The production and use of this Report is conditional upon the following agreement by the Client and Others who may use or rely upon it.

MANDATE OF EARTH TECH

This Report has been prepared pursuant to the instructions of the Client, and is subject to the constraints imposed by those instructions. Earth Tech (Canada) Inc. ("Earth Tech") and the Client are aware of these instructions and constraints. Others, who wish to rely upon this Report in any manner, should inquire of the Client for the terms of Earth Tech's mandate in preparing this Report.

BASIS OF REPORT

2.1 Representations to Earth Tech by Client

This Report has been prepared for the specific site, development, design objective, and purpose described to Earth Tech by the Client and is specifically based on all of the aforesaid.

Inaccuracies or alterations, of any of the matters upon which this Report is based, will affect the reliability and applicability of this Report.

2.2 Representations to Earth Tech by Other Persons

Earth Tech may have relied upon the representations or opinions of persons other than the Client in the course of preparing this Report. Earth Tech may not have checked the accuracy of such representations or opinions except where directed to do so by the Client. The accuracy of these representations and opinions will affect the accuracy of this Report.

2.3 Time Sensitivity of Report

The findings expressed in this Report by Earth Tech were valid, in accordance with generally accepted engineering practice and procedures, at the time that they were made. The Client and Others are advised that the conditions upon which such findings were based, and the findings themselves may be subject to change as a result of the passage of time.

USE OF REPORT BY THE CLIENT

The Client recognizes that projects involving pollutants and hazardous waste, as defined below, create extraordinary risks. In consideration of the said extraordinary risks and in consideration of Earth Tech providing the services to the Client in connection with the project on which pollutants and hazardous wastes are involved, the Client agrees that Earth Tech's liability to the Client, including liability resulting from claims by Third Parties upon the Client, with respect to any matter in any way arising out of Earth Tech's involvement with pollutants and hazardous wastes associated shall be limited to or otherwise protected as provided in paragraphs (a) and (b) below.

- (a) Earth Tech's liability to the Client in connection with pollutants and hazardous waste is absolutely limited, both in contract and in tort for any and all claims arising out of or in connection with the project to a total maximum aggregate amount not to exceed the cost of reperformance of the services at the sole cost of Earth Tech for that portion of the services proven to be in error.

It is further agreed that such limitation shall be exclusive of the liability of Earth Tech to the Client which may otherwise be provided for in this Agreement for claims unrelated to pollutants and hazardous wastes.

In further consideration of Earth Tech providing the services to the Client in connection with the project in which pollutants and hazardous wastes are involved, the Client agrees that in connection with incidents and claims initiated by Third Parties involving pollutants and hazardous wastes, the Client shall indemnify, defend and hold harmless Earth Tech of and from any and all suits, actions, legal and administrative or arbitration proceedings, claims, demands, damages, penalties, fines, losses, costs and expenses of whatsoever kind or character, arising or alleged to arise out of the services of Earth Tech or any claim against Earth Tech arising or alleged to arise from the acts, omissions or work of others. Such indemnification shall apply to the fullest extent permitted by law, regardless of fault or breach of contract by Earth Tech and shall

include the fees and charges of lawyers in defending or advising Earth Tech as to such claims under the Agreement.

Without limiting the generality of the foregoing, such indemnity extends to claims which arise out of the actual or threatened dispersal, discharge, escape, release or saturation (whether sudden or gradual) of any pollutant to hazardous waste in or into the atmosphere, or on, on to, upon, in or into the surface or subsurface, soils, water or water courses, persons, objects or any other tangible matter.

- (b) Nothing herein shall relieve Earth Tech from their obligations to provide the services required by this Agreement and generally as required by standard engineering practice current as of the date of the performance of the services.
- (c) For all purposes of this statement of limitations, "pollutants and hazardous wastes" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, vapour, soot, fumes, acids, alkalies, chemicals and wastes, including without limitation, pollutants, hazardous or special waste as defined in any federal, provincial or municipal laws.

SUBCONSULTANTS AND SUBCONTRACTORS

As a result of its mandate, Earth Tech may hire companies or individuals with special expertise or services not available within Earth Tech. These services are for the Client's benefit. The Client agrees to pay for the services of subconsultants and subcontractors. The Client also agrees to indemnify Earth Tech for any damage in any way resulting from the error, omission or negligent act of such subconsultants or subcontractors, including, without limiting the generality of the foregoing, the laboratory testing by subconsultants.

JOB SITE SAFETY

Earth Tech is only responsible for the activities of its employees on the job site and is not responsible for the supervision of any other persons whatsoever. The presence of Earth Tech personnel on the site shall not be construed in any way to relieve the Client or any other persons on site from their responsibilities for job site safety.

HAZARDOUS CONDITIONS AND EMERGENCY PROCEDURE

The Client undertakes to inform Earth Tech of all hazardous conditions, or possible hazardous conditions which are known to it. The Client recognizes that the activities of Earth Tech may uncover previously unknown hazardous materials or conditions and that such a discovery may result in the necessity to undertake emergency procedures to protect Earth Tech employees as well as other persons and the environment. These procedures may involve additional costs outside of any budgets previously agreed to. The Client agrees to pay Earth Tech for any expenses incurred as a result of such discoveries and to compensate Earth Tech through payment of additional fees and expenses for time spent by Earth Tech to deal with the consequences of such discoveries.

NOTIFICATION OF AUTHORITIES

The Client acknowledges that in certain instances the discovery of hazardous substances or conditions and materials may require that government bodies, and other persons, be informed and the client agrees that notification to such bodies or persons as required may be done by Earth Tech in its reasonably exercised discretion.

USE OF REPORT BY OTHERS

Others wishing to rely upon this Report in any manner may do so only upon condition that such use, and the consequences of such use, are entirely at their own risk and that they understand fully the terms of the Mandate and Basis of this Report.

It is further agreed by such Others that Earth Tech will not be liable to them in any manner including any liability in contract or in tort for any damages whatsoever arising from such use.