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October 31, 2018

VIA REGULAR MAIL

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H. Scott Swarm, Program Manager
Pennsylvania Department of Environmental Protection
Southwest Regional Office, Waste Management
400 Waterfront Drive
Pittsburgh, PA 15222

RECEIVED

NOV 01 2018

DEP, SOUTHWEST REGION
WASTE MANAGEMENT

Re: Former Tub Mill Farms, Inc.
Tax Parcel ID No. S14-012-009-00
Elk Lick Township, Somerset County, Pennsylvania
Response of Bridgewell Resources, LLC to PADEP letter dated July 11, 2018

Dear Mr. Swarm:

Our firm represents Bridgewell Resources, LLC ("Bridgewell"). After certain discussions and extensions of time to respond granted by your counsel, Mr. Rick Watling, this letter responds to the your letter to Bridgewell dated July 11, 2018 (the "DEP's Letter"), requesting information concerning a release and/or threat of release of hazardous substances into the environment at or from the former Tub Mill Farms, Inc. site located in Elk Lick Township, Somerset County, Pennsylvania, Tax Parcel ID No. S14-012-009-00 (the "Site"). Pursuant to my discussions with Mr. Watling, Bridgewell will be providing a supplemental response with any responsive documents by November 17, 2018, in accordance with the objections and reservations below. Accordingly, Bridgewell responds as follows:

General Objections

The following^{*} general objections are made in response to the DEP's Letter:

1. The requests included in the DEP's Letter are vague and ambiguous insofar as they do not define various terms and purport to define terms other than by their commonly understood meaning. Bridgewell provides these responses based upon Bridgewell's understanding of the requests and the common usage of specific terms which are not otherwise defined.
2. Bridgewell objects to the DEP's Letter to the extent that such seeks information or documents that go beyond the scope of the DEP's authorization under Section 503 of the

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Pennsylvania Hazardous Sites Cleanup Act ("HSCA"), 35 P.S. § 6020.503. Accordingly, Bridgewell construes its obligation to respond to the DEP's Letter as coextensive with the scope of the DEP's authority under Section 503. Bridgewell has interpreted such requests as requesting information reasonably related to information relevant to the DEP's lawful objectives under Section 503.

3. The requests set forth in the DEP's Letter are overly broad and burdensome. By way of example only, the requests are unduly burdensome to the extent they seek records from Bridgewell that the DEP can more easily obtain from other sources, and/or require the review of documents and materials associated with an extended period of time.

4. The DEP's Letter includes a statement of statutory background that offers statements that appear to be intended to support the DEP's authorization to make the information requests. Although Bridgewell does not challenge the DEP's authority to make the information requests, by submitting these responses, Bridgewell does not waive its rights to contest the DEP's determinations and legal conclusions in any future proceedings.

5. Bridgewell objects to the DEP's Letter to the extent that it seeks information that is protected from disclosure under the work product doctrine, attorney-client privilege or other applicable privilege or protection from disclosure. Bridgewell specifically reserves all rights to assert legally recognized privileges to protect against the disclosure of information, including without limitation the attorney-client privilege and the attorney work product doctrine. Bridgewell does not waive any such right or privilege by this response to the DEP's Letter, or any supplementation hereof, and hereby specifically asserts such privileges and protections as may be applicable.

6. In responding to the DEP's Letter, Bridgewell has attempted to review documents and other information currently and reasonably available to Bridgewell and relevant to the information requests. Bridgewell expressly states that its response to the DEP's Letter is limited by the current availability of information. Bridgewell has undertaken a reasonable investigation designed to identify available, existing documents or other information in its possession, custody or control. Such available information forms the basis for Bridgewell's response. To be clear, although Bridgewell will produce relevant documents in its possession previously maintained by NPG (as such term is defined below), this response by Bridgewell and any supplementation hereof is not based upon such NPG documents as explained below. Bridgewell reserves the right to modify or supplement this response if it becomes aware of additional information or documents.

7. The documents which Bridgewell will provide in response to the DEP's Letter include documents that contain information and material that Bridgewell considers to be confidential. This includes pricing information and client information which is maintained as business confidential. Accordingly, in accordance with 35 P.S. § 6020.503(h)(2), Bridgewell has

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redacted certain documents and has applied "Confidential" stamps to the bottom of any such documents and requests that the documents not be disclosed to third parties, and that Bridgewell have the opportunity to object in the event DEP receives a request for the disclosure of such marked documents. Additionally, please note that Bridgewell considers this responsive letter as confidential and has marked it as such.

Bridgewell incorporates the forgoing general objections into each of its responses to the individual information requests, as well as the general response below, and will therefore not restate such objections within its specific responses. Additionally, Bridgewell reserves the right to supplement its response herein as any additional information or documents become available. Subject to, and without waiving or limiting the forgoing objections and reservation, Bridgewell responds to the DEP's Letter and the information requests therein as follows:

General Response

As has already been addressed with your counsel, Bridgewell was the successful purchaser of certain assets from the bankrupt estate of North Pacific Group, Inc. ("NPG") in February 2010. The assets purchased only constituted a portion of the business and assets previously operated by NPG. Bridgewell was formed to acquire the purchased assets from NPG. Accordingly, prior to the purchase and transfer of certain assets to Bridgewell, which was effective on or about March 1, 2010, Bridgewell had not engaged in any business, including but not limited to, any business similar to that of NPG. Moreover, the Order issued by the United States District Court for the District of Oregon dated February 25, 2010, approving the sale of certain assets of NPG to Bridgewell provides that the "transaction approved by this Sale Order is not intended to constitute, and does not constitute or amount to, a merger or consolidation of NPG's business with the business of the Buyer[.]' Further, the Order provides that:

the Buyer is not assuming nor shall it in any way whatsoever be liable or responsible, as a successor, transferee or otherwise, for any debts, liabilities, obligations, commitments or responsibilities of NPG or North Pacific or any debts, liabilities, obligations, commitments or responsibilities in any way whatsoever relating to or arising from the Purchased Assets, or NPG's operations or use or ownership of any of the assets, including the Purchased Assets (including, without limitation, the Assigned Contracts), prior to consummation of the transactions contemplated by the Purchase Agreement. Without limiting the foregoing, the Sale to the Buyer shall be free and clear of any right to pursue claims on any theory of successor or transferee liability, whether known or unknown as of the Closing of the Sale Transaction, now existing or hereinafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated.

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A copy of the Order issued by the United States District Court for the District of Oregon was previously provided to Mr. John Herman. If an additional copy is required, please let me know.

On or about October 5, 2015, Bridgewell and the Department entered into a letter agreement regarding Bridgewell's retention of certain records it had obtained through the purchase of certain assets of NPG (the "Retention Agreement"). Pursuant to the Retention Agreement, Bridgewell has retained the NPG documents in its possession. In return for this cooperation, and in accordance with the Order from the bankruptcy case, the DEP agreed to not pursue any claim of liability against Bridgewell or its successors and assigns "for any claim that is based on successor or transferee liability for actions of NorPac regarding the transfer of waste or materials involving Mr. Brenneman or his business." In Bridgewell's forthcoming supplement to this letter with any documents and materials responsive to the DEP's Letter, Bridgewell will provide responsive documents from the NPG documents in its possession, subject to the objections, reservations, etc., set forth herein. Such production will be separate from and in addition to any Bridgewell documents which are responsive to the DEP's Letter. That said, please note that the written responses herein are limited to the responses of Bridgewell, and that this letter does not in any way address the actions, operations, or activities of NPG or any other party either generally or with regard to any specific issues related to the Site.

Response to Specific Information Requests

Primary Request: [T]he Department requests that you furnish all the information and documents in your possession, custody or control, or in the possession, custody or control of the officers, employees, agents, subsidiaries, affiliates, and predecessors of or to Bridgewell which concern, refer or relate to hazardous substances, as that term is defined by Section 103 of HSCA, 35 P.S. § 6020.103, which were generated, treated, stored, disposed of, transported to, or released from the Site into the environment.

Response:

Bridgewell does not have specific information regarding what wood preservatives may have been used in the treatment and manufacture of utility poles located on the Site. Moreover, Bridgewell does not have specific information regarding whether wood preservatives may remain in such poles after potentially decades of use in the environment.

Please see the specific responses below and the general response above.

1. Narrative information and/or documentation regarding the types and quantities of hazardous substances, or materials containing hazardous substances, which were disposed of, stored, treated, ground, cut, mulched, altered, or released into the soil, groundwater or surface water at or near the Site or to the Transferees. Please

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use specific chemical names or product names for products used in Bridgewell utility poles transferred to Transferees, rather than generic terms, such as "preservatives" or "wood wastes." Please also describe the manner and the location in which any of the above materials were disposed of, stored, treated, ground, cut, altered, mulched, or released into the soil, groundwater or surface water at or near the Site or transferred to the Transferees.

Response:

Bridgewell does not have any information regarding any specific hazardous substances, as that term is defined in 35 P.S. § 6020.103, located at the Site. Bridgewell does not have any knowledge or documents regarding the operations of the Transferees or other parties at the Site. Bridgewell did not conduct any operations on the Site and did not access or visit the Site during its operation. Moreover, Bridgewell was not aware of the Site during the Site's operation. As such, Bridgewell cannot confirm the manner in which any materials, and whether any hazardous substances, were disposed of, stored, treated, ground, cut, altered, mulched, or released into the soil, groundwater or surface water at or near the Site or transferred to the Transferees. Moreover, Bridgewell did not own, manufacture or "generate" any out-of-service utility poles picked up by the Transferees from Bridgewell's clients.

Bridgewell used certain entities allegedly associated with Mr. Brenneman's business, such as Iser Trucking and L&K Trucking, as independent contractors for the pick-up and hauling of out-of-service utility poles from Bridgewell's clients' facilities to disposal sites. Such use began after March 1, 2010, as that was Bridgewell's first day of operation. Bridgewell did not handle the out-of-service utility poles at its clients' sites, and did not prepare any poles for transportation by the independent haulers. Generally, such transportation services by Brenneman entities were cancelled on or about August 2014 due to Bridgewell's receipt of notifications of improper utility pole disposal by such entities. Separately, the services of Iser Trucking were discontinued in 2013 when Bridgewell learned that Iser did not have an appropriate license to operate as a freight broker.

2. Narrative information and/or documentation regarding the approximate dates such hazardous substances or materials containing hazardous substances, were disposed of, stored, treated, ground, cut, altered, mulched, or released at or near the Site or transferred to the Transferees.

Response:

Bridgewell does not have any knowledge or documents regarding the operations of the Transferees or other parties at the Site. Bridgewell did not conduct any operations on the Site and did not access or visit the Site during its operation. Moreover, Bridgewell was not aware of the Site during the Site's operation. As such, Bridgewell cannot confirm the approximate dates

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that any hazardous substances or materials containing hazardous substances, were disposed of, stored, treated, ground, cut, altered, mulched, or released at or near the Site or transferred to the Transferees for disposal to the Site.

Bridgewell used certain entities allegedly associated with Mr. Brenneman's business, such as Iser Trucking and L&K Trucking, as independent contractors for the pick-up and hauling of out-of-service utility poles from Bridgewell's clients' facilities to disposal sites. Such use began after March 1, 2010, as that was the first day of operations for Bridgewell. Bridgewell did not handle the out-of-service utility poles at its clients' sites, and did not prepare any poles for transportation by the independent haulers. Generally, such transportation services by Brenneman entities were cancelled on or about August 2014 due to Bridgewell's receipt of notifications of improper utility pole disposal by such entities. Separately, the services of Iser Trucking were discontinued in 2013 when Bridgewell learned that Iser did not have an appropriate license to operate as a freight broker.

3. Narrative information and/or documentation concerning how such hazardous substances or materials containing hazardous substances were treated, ground, cut, altered, mulched, stored, disposed of, or released at or near the Site or transferred to the Transferees.

Response:

Bridgewell does not have any knowledge or documents regarding the operations of the Transferees or other parties at the Site. Bridgewell did not conduct any operations on the Site and did not access or visit the Site during its operation. Moreover, Bridgewell was not aware of the Site during what Bridgewell understands as the period of the Site's operation.

As part of its operations after March 1, 2010, Bridgewell contracted with a variety of clients to provide the services of independent haulers to dispose of out-of-service, used utility poles. Bridgewell did not own any out-of-service utility poles, and Bridgewell did not and does not provide such transportation and hauling services itself. As part of such services, a customer would contract with Bridgewell and Bridgewell would contract with haulers for the pick-up and disposal of the customer's old, out-of-service utility poles. The customer would designate disposal sites which the customer had previously audited and approved for the disposal of their utility poles. Bridgewell would then identify a disposal site from such client-approved list, based upon logistics and costs of transportation, etc, for the disposal of the out-of-service utility poles. Based upon its internal investigation, Bridgewell does not believe that any of its clients designated the Site as a disposal site for their out-of-service utility poles. Moreover, Bridgewell does not have any information from the Transferees confirming the handling or disposal of out-of-service utility poles from Bridgewell's clients at the Site.

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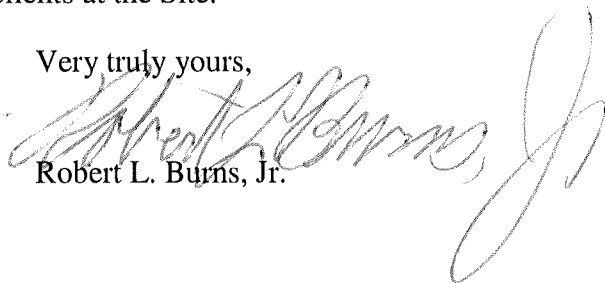
4. Narrative information and/or documentation regarding the identity and address of any other persons or companies which generated, treated, ground, cut, altered, mulched, stored, disposed of, or released hazardous substances or materials containing hazardous substances at or near the Site or transferred to the Transferees.

Response:

Bridgewell does not have any knowledge or documents regarding the operations of the Transferees or other parties at the Site. Bridgewell did not conduct any operations on the Site and did not access or visit the Site during its operation. Moreover, Bridgewell was not aware of the Site during what Bridgewell understands as the period of the Site's operation.

As part of its operations after March 1, 2010, Bridgewell contracted with a variety of clients to provide the services of independent haulers to pick-up from client's facilities and then dispose of out-of-service, used utility poles. Bridgewell did not and does not provide such transportation and hauling services itself. As part of such services, a customer would contract with Bridgewell and Bridgewell would contract with haulers for the pick-up and disposal of old, out-of-service utility poles. The customer would designate disposal sites which the customer had audited and approved for the disposal of their utility poles. Bridgewell would identify a disposal site from such client-approved list, based upon logistics and costs, for the disposal of the out-of-service utility poles. Based upon its internal investigation, Bridgewell does not believe that any of its clients designated the Site as a disposal site for their out-of-service utility poles. Moreover, Bridgewell does not have any information from the Transferees confirming the disposal of out-of-service utility poles from Bridgewell's clients at the Site.

Very truly yours,



Robert L. Burns, Jr.

RLB/pm

cc: Richard Watling, Esq. (via electronic mail)
JoDee Keegan, Esq. (via electronic mail)