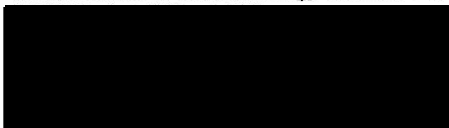


Environmental & Toxicology International (ETI)



Pesticide and Herbicide Testing of Selected Mission, TX Homes and Properties

January 31, 2002

To: City of Mission, Texas
Attn: Mr. Issuer Terrain, Interim City Mgr.
900 Doherty
Mission, Texas 78572

David H. Guerra, ESQ
City Attorney
City of Mission, Texas
900 Doherty
Mission, Texas 78572

Concerned Citizens Committee

The City of Mission, Texas is in default of the contract by and between the City of Mission and Environmental & Toxicology International (ETI) for the collection and testing of environmental samples at test sites in the City of Mission, Texas.

1. ETI personnel did accomplish the collection of the samples from twenty (20) test sites during the last week of August, 2001, despite the refusal of the City of Mission to allow our work crew to use any City facilities for any purpose.
2. ETI personnel did accomplish the collection of the samples from twenty (20) test sites during the last week of August, 2001, despite the requirement that each and every resident, who would be tested, had to sign a City disclaimer and permission form. This City requirement cost ETI personnel extra work time, required ETI to find substitute residents who would be tested when some resident refused to sign the City documents, and caused us additional work hours in addition to those scheduled for this work.
3. ETI personnel did accomplish the collection of the samples from twenty (20) test sites during the last week of August, 2001, despite the violations of the contract by former City of Mission City Manager Pat Townsend.
 - 3.1. The ETI contract called for the payment of a \$ 10,000 retainer prior to ETI arriving in the City to begin work and the payment of an additional \$ 5,000 invoice to ETI prior to start of the sample collection. These two payments were to compensate ETI for the costs of items IIIA and IIIB in its proposal to the City. This proposal was included in contract. The \$ 10,000 retainer was received and credit to the City account, but the \$ 5,000 has never been made. The invoice for the \$ 5,000 payment was hand delivered to Pat Townsend on August 28, 2001 in

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his office at the City. The failure of the City to pay the \$ 5,000 has caused ETI a net loss of \$ 7,500 in the payment of expenses of ETI to travel to the City, collect the samples (5 days for two inspectors and myself), shipment of samples and per diem expenses.

- 3.2. On August 28, 2001 Mr. Townsend violated and amended the contract without prior warning by stating that I must collect certain split samples of soil and filters and send these splits to Dr. Donnelly at Texas A & M. ETI had no prior knowledge of this new provision by Mr. Townsend and Dr. Donnelly and did not know about it until after the contract had been signed. While I was forced to agree to this new split sample provision I was given no modification of the contract to do this work. To this date no contract modification covering the costs of this additional work has ever been received. It is the stand of ETI that unauthorized modification of a contract nullifies the contract.
- 3.3. In addition to the contract failures originating under Mr. Townsend he further made the work of ETI during the week of August, 2001 very difficult. He insisted that we could not use City facilities for any reason other than to check with the coordinating City secretary about those residents who would be tested and who had been tested, as the week progressed. When we inquired about where we might keep the samples in a refrigerator as they were collected during the week we were told that this was ETI's problem and that no City facilities could be used.
- 3.4. Notwithstanding the fact that we were told that we could not use City refrigerators or any other facilities we were then severely criticized by Mr. Townsend and Dr. Donnelly for the manner in which we handled the storage and shipment of the split samples to Texas A & M. Because we could not use City facilities we used refrigerators at the local hotel where we stayed to store the samples. We then took the samples we collected that had to be split to Dr. Donnelly and prepared the splits outside of the hotel room. We then restored the Donnelly splits in the hotel refrigerator. Since we were told that it was our responsibility to ship the samples to Dr. Donnelly we then contracted with Mr. Ray Lopez of Mission to stored, preserve and protect the split samples over the weekend of August 31 to September 3, Labor Day Weekend. On Friday August 31, 2001 Mr. Lopez came to the hotel, we transferred the samples under chain of custody to Mr. Lopez and proceeded to the Brownsville airport. Only when I reached the Brownsville airport was I paged by a secretary from the City to ask where the split samples were. When I stated that they were with Mr. Lopez she asked why we had given them to her and than Mr. Townsend wanted them to be stored over the weekend at City Hall. Why did the City refuse to allow us the use of any facilities and then criticize me for not using the City facilities? I still do not know. Mr. Lopez had the samples and did preserve, protect and secure them over the Labor Day weekend.

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On Tuesday, September 4, 2001 Mr. Lopez shipped the samples to Dr. Donnelly using a ETI FEDEX airbill with the samples arriving at Texas A & M at 1045 am on September 5, 2001. However, in a cryptic and unacceptable message to me on September 5, 2001, I was informed by Dr. Donnelly that the samples had not arrived in his lab until nearly 1330 hours, about three hours after FEDEX had obtained a signature from Texas A & M for the delivery. Dr. Donnelly's note indicated that he was unhappy with the shipment storage temperature although Mr. Lopez had packed the coolers with frozen blue ice for the shipment.

It is the opinion and stand of ETI that the City of Mission, through the errors of omission and commission by Mr. Townsend violated, changed and negated the contract of ETI with the City. Payment of the process of sample collection has never been completed, modification of the contract has not been produced, telephone calls from ETI's consulting business manager, Dennis Markferding, to rectify these matters were never returned. All we have received is criticism, demands and blame. I shall not even dwell upon the many, many negative comments that were reported to me by residents during my stay in Mission to collect samples that were attributed to Mr. Townsend. While the residents were wonderful, cooperative, helpful and full of energy to get this work done, it appeared that others in City government did not share their enthusiasm and concern.

ETI is also very unhappy with the constant and incessant attempts of newspaper and TV reporters to question and harass us. This intrusion started the first morning as we began our sample collection at the home of Ester Salinas. A TV video reported tried to stick his camera into the trunk of my car. He was in the way of our work and had to be ushered out of the way. While TV may have had the permission of some to film what we were doing we did not want the TV there, we were impeded by the TV and did not like being followed all over Mission by the TV. I am a scientist. I am not aware that the TV is scientific. When I am doing scientific work I am not doing it other than by scientific principles. During the months of September, October, November and December the TV and newspaper reporters continued to call as if I had to stop and explain everything I was doing to them. I disagree. The ETI contract with the City forbade me to discuss anything with others. I refused to speak with them, but they kept calling.

4. Despite all of the forgoing, despite September 11, 2001, which temporarily forced us to leave out laboratory in Virginia, despite the onslaught of anthrax work that erupted after the letters arrived in the Senate Office Building, despite our regular work, we started the samples in September and finished the analysis of all of the samples in December, 2001. Not all of the houses we tested were highly contaminated, but most were. The two warehouses of Mr. Pena adjacent to site

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#1 contained very high levels of DDTs, as we expected, after inspecting this location. Contamination with the Hayes-Sammonds Warehouse (H-SW) sites # 1 and 2 pesticides was widespread throughout the City with distance from sites #1 and #2 not being the only determining factor in levels of contamination. Newer houses across the street from site # 1 were actually the least contaminated. The age of the houses or buildings such as the Pena warehouses seemed to be a major determining factor in the levels of contamination. Mr. Salinas' yellow house across the street from site # 2 ranks next to the Pena warehouses as most likely the most contaminated.

5. It had been my intention during the Christmas holidays to complete all of the calculations and to issue all of the reports. However, personal illness intervened that resulted in weeks of pneumonia from which I recently recovered. Following this recovery I then traveled to New York to testify in a chlordane contamination case on January 28. I returned last night to find many letters sent by Mr. Guerra about this matter. I sat down today to begin to finish the reports when I was advised that my 90 year old mother has fallen and broken at least her hip if not her leg and will have emergency surgery at 0800 on February 1, 2002 in Greenport, New York. I am finishing this letter, emailing it to the City and then driving to New York to be with my mother for her surgery. I do not know exactly when I shall return, but I even plan to take the Mission files with me to continue my review.

6. At this time I intend to complete the calculations and reports even if I never get paid. It is my scientific conclusion that the City of Mission residential areas that were tested are highly contaminated with the same pesticides that were products of the H-SW system at sites # 1 and 2. The pesticides found on these sites by USEPA and TNRCC have migrated off these properties and have migrated onto the residential properties and into the houses. While some residents have rebuilt or modified or changed their homes to reduce some levels, most of the homes remain highly contaminated. There do not appear to be any contamination levels of herbicides such as 2,4-D or 2,4,5-T, but aldrin, dieldrin, the BHCs (alpha, beta, gamma), chlordane, heptachlor, DDTs, including the parent para,para'-DDT, endosulfan, and other similar pesticides are present throughout soil outside and samples inside the houses. When I return from my mother's surgery Mission will be the first project I finish.

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01/31/02

