

IN THE MATTER OF LSRP COMPLAINT :
No. 002-2011 AGAINST :
CHARLES D. WARNER, III, : SETTLEMENT AGREEMENT
LSRP License No. 511054 :

The New Jersey Site Remediation Professional Licensing Board (hereinafter the "Board") enters into this Settlement Agreement pursuant to the authority vested in the Board by the Site Remediation Reform Act at N.J.S.A. 58:10C-1, et seq., and duly delegated to the Board's Chairman, pursuant to Section Three of the Board's By-Laws.

1. The Site Remediation Reform Act establishes standards of conduct for Licensed Site Remediation Professionals ("LSRPs"). N.J.S.A. 58:10C-16.

2. At all times relevant to this matter, Charles D. Warner, III ("Warner") was a temporary LSRP (License No. 511054), who has a business address of French & Parrello Associates, P.A., ("French & Parrello Associates"), 1800 Route 34, Suite 101, Wall, NJ 07719. Warner is now a permanent LSRP (License No. 574548).

3. Sometime prior to 2010, the Atlantic City Board of Education hired French & Parrello Associates to serve as the environmental consultant for a school construction project

located at 201 Pennsylvania Avenue, Atlantic City, known as the Pennsylvania Avenue School Site ("School Site").

4. On June 24, 2010, the Atlantic City Board of Education retained Warner as the LSRP of record for the School Site.

5. On November 23, 2010, French & Parrello Associates collected five waste characterization soil samples from the School Site, one of which indicated the presence of TCLP lead at such levels that a portion of the soil was characterized as a hazardous waste.

6. The sampling results were electronically transmitted to other parties involved in the development of the School Site, but Warner took no subsequent action to notify them that the soil was a hazardous waste.

7. During the performance of the remediation, soil was removed from the School Site and transported for disposal to the Cape May County Municipal Utilities Authority landfill (License No. 154930), which during all relevant times was authorized to accept solid waste, but not authorized to accept hazardous waste. Corrective actions subsequently were taken to properly dispose of the hazardous waste.

8. On May 19, 2011, Richard F. O'Brien of Beneficial Soil Solutions, Inc. filed a complaint with the Board against Warner

alleging that Warner failed to properly manage hazardous waste from the School Site.

9. On December 8, 2011, the Board issued a Notice of Reprimand and Civil Administrative Penalty Assessment ("NOCAPA") against Warner for violating N.J.S.A. 58:10C-16a and N.J.S.A. 58:10C-16b.

10. Warner filed a written Request for an Adjudicatory Hearing on January 12, 2012, and the Professional Conduct Committee of the Board met with Warner on April 24, 2012.

11. Warner asserts that, pursuant to the contract between his client and French & Parrello Associates, Warner was responsible for collection of soil samples and obtaining analytical results but not for waste characterization of or selection of the disposal site for the soil.

12. In consideration of the foregoing, the Board and Warner have agreed to settle this matter as follows and in accordance with the terms of this Settlement Agreement:

- a. The Board and Warner agree that the Notice of Reprimand and Civil Administrative Penalty Assessment of \$500 will stand.
- b. The Board withdraws its determination that Warner violated N.J.S.A. 58:10C-16b, which requires an LSRP to "exercise reasonable care and diligence, and shall apply

the knowledge and skill ordinarily exercised by LSRPs in good standing practicing in the State at the time the services are performed."

c. The Board has determined that, notwithstanding the terms of the contract with his client, Warner violated N.J.S.A. 58:10C-16a, which requires that an "LSRP's highest priority in the performance of professional services shall be the protection of public health and safety and the environment," by not ensuring that the contaminated soil was managed and disposed of in accordance with all applicable rules and regulations for disposal of hazardous waste.

d. Warner agrees to withdraw his request for an administrative hearing.

13. The parties intend and agree that the execution of this Settlement Agreement, the payment pursuant hereto by Warner, and any other action taken with regard to this Settlement Agreement shall not, in any way, constitute an admission by Warner or by French & Parello Associates of any finding(s) or determination(s) of the Board and shall not constitute or be interpreted or used as an admission of fault, liability, law or fact, nor shall it be admissible in any proceeding, except a proceeding to enforce the Settlement Agreement.

14. No modification or waiver of this Settlement Agreement shall be valid except by written amendment to this Settlement Agreement duly executed by Warner and the Board. Any amendment to this Settlement Agreement shall be executed by Warner and the Board.

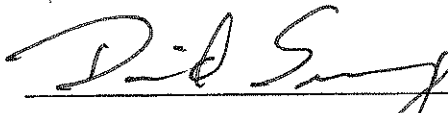
15. This Settlement Agreement shall be governed and interpreted under the laws of the State of New Jersey.

16. This Settlement Agreement represents the entire integrated agreement between the Board and Warner concerning LSRP Complaint No. 002-2011 and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided herein.

17. This Settlement Agreement shall be effective upon execution by Warner and the Board.

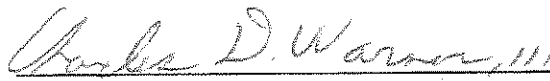
18. Upon execution, Warner shall immediately pay the Civil Administrative Penalty of \$500.

DATE: 10/2/12



David Sweeney, Chairman
New Jersey Site Remediation
Professional Licensing Board

DATE: 9/28/12



Charles D. Warner, III
LSRP License No. 511054